

Alsea School Board Meeting  
Monday, January 13, 2025  
6:00 PM  
Alsea School Library  
301 S 3rd St  
Alsea, OR 97324



Alsea School District 7J  
301 South 3<sup>rd</sup> Street  
Alsea, OR 97324  
541.487.4305

1. **Call to Order**
  - a. Flag Salute
  - b. Approval of Agenda
2. **Consent Agenda**
  - a. Approval of Minutes - December 10, 2024 School Board Minutes



**Board Members Present:** Risteen Follett, Soren Rounds, Deb Lindberg, Jamie Olsen, Russ Ceperich

**Board Members Absent:** Russ Ceperich

**Staff Present:** Krista Nieraeth, Don Staehely, Lora Nickle. Attending online: Heather Shunk, Joe Harris, Brynn Campbell. Holly Olsen

**Patrons Present:** Clyde Rood, Luhui Whitebear

**1. Call to Order - 6:01 PM**

- a. Flag Salute
- b. Approval of Agenda  
Agenda approved with no amendments.

**2. Consent Agenda**

- a. Approval of Minutes - November 12, 2024 School Board Meeting minutes
- b. Approval of Minutes - November 18, 2024 Work Session minutes  
Deb Lindberg motioned to approve the consent agenda. Jamie Olsen seconded the motion. The Board did not have any questions. Motion carried 4-0

Recess at: 6:05 PM

Reconvened at: 6:07 PM

**3. Patron Comments:**

Luhui Whitebear spoke to the Board about her reasons for running for the OSBA Board of Directors Position 10.

**4. Reports**

- a. Superintendent Report and K-12 Principal Report

**Speaker(s):** Krista Nieraeth

- i. Superintendent Report
- ii. Principal Report
- iii. District and State Report Cards
- iv. Alsea Valley Voice
- v. Accountability and Assessment Checklist
- vi. Regular Attenders Report

Ms. Nieraeth presented her reports to the Board. The documents are available online. The Board asked clarifying questions.

- b. K-5 LaHO Principal Report

**Speaker(s):** Heather Shunk

Ms. Shunk presented her report to the Board. The document is available online. The Board asked clarifying questions.

- c. Athletics and Activities Report

**Speaker(s):** Joe Harris

Mr. Harris presented his report to the Board. The document is available online. The Board did not have any questions.

d. Business Manager Report

**Speaker(s):** Don Staehely

Mr. Staehely presented his report to the Board. The documents are available online. The Board did not have any questions.

e. Construction / Bond Report

**Speaker(s):** Krista Nieraeth

Ms. Nieraeth presented the report for Chris and Nancy Giggy. The documents are available online. The Board did not have any questions.

f. Student Representative Report

**Speaker(s):** Krista Nieraeth

Ms. Nieraeth presented the report for Paisley Jacobsen. The document is available online. The Board discussed.

g. Enrollment Report - ADM History

**Speaker(s):** Krista Nieraeth

Ms. Nieraeth presented the report to the Board. The document is available online. The Board did not have any questions.

h. Safety Committee Report

**Speaker(s):** Lora Nickle

Ms. Nickle presented the report to the Board. The document is available online. The Board did not have any questions.

5. **New Business**

a. Licensed Administrative HRA Plan Design

Mr. Staehely presented the report to the Board. The document is available online. Jamie Olsen motioned to approve the 100% of the excess monthly benefit amount for Licensed Administrator Group up to the limit as defined in the Alsea Education Association CBA. Deb Lindberg seconded the motion. The Board discussed. Motion carried 4-0.

b. Superintendent Contract - HRA

Mr. Staehely presented the report to the Board. The document is available online. Deb Lindberg motioned to approve the proposed superintendent contract language for insurance and retirement benefits as outlined in the Memorandum of Agreement. Soren Rounds seconded the motion. The Board discussed. Motion carried 4-0.

c. Sole Source Determination - Fire Alarm System

Ms. Nieraeth presented to the Board. The documents are available online.

d. Sole Source Quote

Ms. Nieraeth presented to the Board. The documents are available online. Jamie Olsen motioned to approve the proposal by Salem Fire Alarm as presented. Soren Rounds seconded the motion. The Board board asked clarifying questions. Motion carried 4-0.

d. Preliminary 2 Year Financial Projections

Mr. Staehely presented his report to the Board. The documents are available online. Jamie Olsen motioned to approve the 2 Year Financial Projections as presented. Soren Rounds seconded the motion. The Board discussed at length. Motion carried 4-0.

e. Work Session - Leadership Operating Agreement Date and Time

Risten Follett asked the Board to set a date and time for discussion around the Leadership Operating Agreement. The Board discussed at length and determined this agenda item be tabled until the May 2025 School Board meeting.

**6. Old Business**

a. KL - AR Work Session Review

Risteen Follett spoke to the Board recapping the discussion the Board had during the work session.

b. OSBA Elections and Resolutions

i. Election - Board of Directors Position 10

a. Clyde Rood

b. Luhui Whitebear

The Board discussed the candidate qualifications. Deb Lindberg nominated Luhui Whitebear. Soren Rounds seconded. Motion carried 2-1 with one Board member abstaining.

ii. Election - Legislative Policy Committee Position 10

a. Soren Rounds

b. Jason Curtis

The Board discussed the candidate qualifications. Deb Lindberg nominated Soren Rounds. Jamie Olsen seconded. Motion carried 4-0.

iii. Dues Schedule Resolution

Jamie Olsen motioned to amend the OSBA Dues Schedule Resolution. Soren Rounds seconded the motion. Motion carried 4-0.

iv. PRIDE Caucus Resolution

Jamie Olsen motioned for the Alsea School Board to abstain from voting on the PRICE Caucus Resolution. Risteen Follett seconded the motion. Motion carried 4-0.

v. Bylaws Update Resolution

Soren Rounds motioned to amend the OSBA 2023 Bylaws Update Resolution. Jamie Olsen seconded the motion. Motion carried 4-0.

**7. First Reading \*(Shaded words are new/strikethroughs are deleted)**

f. KL - AR - Public Complaint Procedure

Ms. Nieraeth spoke to the Board to answer the questions they had. She let them know she has updated the district website to better reflect the complaint policy and procedure. The Board discussed and requested Ms. Nieraeth to contact OSBA regarding the wording in step three (A form is available, but is not required) is repetitive.

**8. Second Reading**

g. EEA - Student Transportation Services -

h. EEA - AR - School Bus Scheduling and Routing

i. EEACA - School Bus Driver Examination and Training

j. EEACCA - Video Cameras on Transportation Vehicles

k. EEACCA - AR - Video Cameras on Transportation Vehicles

Deb Lindberg motioned to approve the policies. Jamie Olsen seconded. The board discussed. Deb Lindberg amended her motion to approve policies EEA, EEA-AR, EEACA, EEACCA and EEACCA-AR. Jamie Olsen seconded. Motion carried 4-0.

**9. Board Comments**

Soren Rounds spoke to the Board about his visit with State Representative Blumenauer when he met with him in Philomath.

10. **Future Agenda Items**

Revisit the Student Representative process.

11. **Key Dates**

Winter Break - December 23-January 3

Teacher Work Day - January 6, No Students

Students Return - January 7

Next School Board meeting - January 14

12. **Adjournment - 8:34 PM**

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Risteen Follett, Board Chair

Date

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Krista Nieraeth, Superintendent

Date

- b. Resignations
  - Benjamin Brumbaugh, Teacher
  - Tamara Suiter, Bus Driver
- c. Technology Surplus

Alsea SD Technology Surplus List – January 2025

2 monitors (1 Dell, 1 HP)

6 Dell all in one computers- end of life, don't support new operating systems

10 HP Chromebooks- battery/power supply failure

Nathan Roberts

Alsea School District

High School Social Studies

Technology Director

3. **Patron Comments:**

The Alsea School Board of Directors values the opinions and input of students, staff, parents, and community members. Although board meetings are held in public, they are not meetings of the public. Please keep your comments to 3 minutes or less. If you intend to speak to the board this evening, you will need to fill out one of the blue comment cards and hand it to the Board Secretary, Lora Nickle. Public comments may also be made via Zoom. If you intend to speak via Zoom, please put your name in the comments so that the board chair can call on you. Before you begin your comments, please state your name and if you are speaking for an organization, please state that organization. For more information about public comments at a board meeting, please see Alsea School District Policy BDDH.

4. **Reports**

- a. Superintendent and K-12 Principal Reports  
**Speaker(s):** Krista Nieraeth

# Alsea School District

## January 2025 Board Meeting Board Report

Krista Nieraeth, Superintendent and Special Education Director

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### **1. Transportation**

I would like to thank the district staff for their hard work in figuring out our transportation needs last week and our families for their patience as we figured out how to cover routes with a reduced number of bus drivers. In a district that spans the road miles we cover, it is sometimes a challenge to figure out how to get our kids to school with a minimal amount of CDL drivers who can drive buses, especially when CDL drivers are out. The district has staff who are Type 10 and Type 20 trained but having home to school routes done with Type 10 can only go so far and we cannot use Type 20 buses for home to school without a CDL driver.

We are currently working on an agreement with First Student Bus Company to temporarily contract a bus driver for one of our routes until we can find a permanent driver. Thank you to Todd Miller, superintendent at Santiam Canyon, for getting us in touch with First Student. I really appreciate the collegiality of the superintendents in our region.

As a charter school, transportation is hugely important for us to bring in not only students who live within our district boundaries, but also those other students who live outside, but chose to come to Alsea. If we want to increase our student enrollment, this is an issue that is high priority.

The district is also working with a mechanic in Monroe to provide mechanical and maintenance services for our vehicles. We have had the mechanic position on an as needed basis, posted, but have not had anyone apply for that position. For the size of our fleet and number of routes, it is not cost effective for the district to employ a full time mechanic. Rather, it is more cost effective to find a mechanic to work on our vehicles on a as needed basis.

### **2. Seismic Grant / Construction /Facilities Updates**

I appreciate how much work Nancy and Chris Giggy are putting into our Seismic Grant that will happen this summer. There are some glitches in terms of cost vs. budget, but they are working very hard to ensure that the school building gets what it needs. Mr. Elbers and I will be working with the Giggys to look at what projects the district can expand upon, such as painting walls that aren't touched by the construction, sheet rocking all the walls in the HS office, flooring, etc., and then estimate the cost for them to be done. The locker rooms will be reconfigured so that there are individual showers and bathroom stalls, so we will be upgrading the water heater system in both so that there is hot water, which is something that we will pay out of pocket for. Previously, the water was heated from the boiler. Now that the boiler is not in service, there is no hot water in either room.

As Chris and Nancy Giggy put in their reports, a small addition is being made to the recently completed HVAC Upgrade under the bond program. The heat pump that serves the storage room where the server is located needs to be disconnected from the heat pumps in the adjacent offices because of operational

conflicts. The original design didn't consider the heat generated by the server which causes the office heat pumps to shut down when it goes into cooling mode. The equipment will be installed in late January. This is a necessary item, as our server must be kept at a certain temperature, which may not always be conducive to human comfort. It was easier to give that room its own system, rather than fight the shutdown.

We have had some issues with leakage in the ceilings in classrooms, hallways and offices. The district hired Dakota Roofing to review the roofing work CB Construction did. Overall, the work to ensure that there is no more leakage in the roof was done correctly. However, there are some issues with the trees in the back courtyard and the debris they put onto the roof over the high school hall. It is their opinion that the debris will more than likely start causing the water to back up on the flat section of the roof and around the HVAC penetrations, which may start causing more damage to our roof, and increase the likelihood of more leakage. We will be getting quotes to take those trees out of the courtyard.

### **3. Pre – ETS meeting**

I met with representatives from the Oregon DHS Vocational Rehabilitation to discuss our contract for Pre-ETS. We discussed if some of the money that was given to Alsea SD through the Pre – ETS could be used for summer employment at the school. As of now, we are able to hire students who qualify through this program to work for the school district this summer using the Pre - ETS grant. Ms. Cessnun, who is our Pre – ETS coordinator, Mr. Elbers, and I will be working on getting the logistics, such as hours per day, days per week, and how many weeks, as well as how much money is available to make a decision on how many student spots we will have available for hire.

### **4. COPS Grant**

I met with representatives from eCareUSA to discuss reapplying for the COPS grant, which is a grant specifically for School Safety. I applied for the grant last spring and in the grant asked for an intercom system and brand new doors with an automatic locking system, and we were not chosen for the award. I plan to reapply this spring for the grant, and perhaps pare down what was asked for. eCareUSA representatives will help me work through the grant, ensuring that we have the best chance possible to receive it.

### **5. RUS/DLT Grant**

I met with the superintendents of Central Linn and Harrisburg, as well as the business manager from Central Linn, to discuss the implementation of the funding for the RUS/DLT grant that we, as a consortium, have received. Central Linn SD will be the financial agent for this project. I'm excited to bring updated technology to our district, which will open opportunities for our students to be able to have access to a variety of classes, experiences, as well as increase our capacity for HD video equipment and sound for better quality for those classes, experiences, and meetings.

# Alsea School District

## January 2025 School Board Report – K-12 B&M School

Krista Nieraeth, Principal

### 1. Students of the Month for November

The character theme of November was Leadership, which means students who inspire and guide others towards a shared goal by demonstrating qualities like integrity, empathy, vision, and empowering others to be their best.

Congratulations to the following students for being voted as Student of the Month:

- |                                   |                                      |
|-----------------------------------|--------------------------------------|
| Kinder – Micah Glanville          | 7 <sup>th</sup> – Olivia Saharek     |
| 1 <sup>st</sup> – Ivan Olsen      | 8 <sup>th</sup> – Carter Campbell    |
| 2 <sup>nd</sup> – Macyn Woosley   | 9 <sup>th</sup> – Emmett Sapp        |
| 3 <sup>rd</sup> – Arya Larson     | 10 <sup>th</sup> – Hunter Dennis     |
| 4 <sup>th</sup> – Kavyn Smallwood | 11 <sup>th</sup> – Maximus Manwarren |
| 5 <sup>th</sup> – Ryan Hendrix    | 12 <sup>th</sup> – Tanner Hibbs      |
| 6 <sup>th</sup> – Evie Taylor     |                                      |

### Elementary Student of the Month

This month's character trait was 'LEADERSHIP'. These are students who inspire and guide others towards a shared goal by demonstrating qualities like integrity, empathy, vision, and the ability to empower others, essentially acting as a positive role model.

Kindergarten  
NOT PICTURED

1st Grade

2nd Grade

3rd Grade

4th Grade

5th Grade

6th Grade

CONGRATULATIONS!  
We are so proud!!

LIKE | SHARE | FOLLOW

### SECONDARY STUDENT OF THE MONTH

7th Grade  
Not Pictured

8th Grade

9th Grade

10th Grade

11th Grade

12th Grade

This month's character trait was 'LEADERSHIP'. These are students who inspire and guide others towards a shared goal by demonstrating qualities like integrity, empathy, vision, and the ability to empower others, essentially acting as a positive role model.

LIKE | SHARE | FOLLOW

## 2. Field Trips to Phageans Beauty College and IBS School of Cosmetology

Roxy Cessnun, as a part of Pre – ETS, took students to Phageans Beauty College in Corvallis and IBS School of Cosmetology in Eugene in December. All programs within our school are working together to provide students experiences so that they can start thinking about their post - secondary options.



## 3. Teacher Observation Cycles

I spent the fall completing formal observations for licensed staff using TeachBoost system. Oregon Law requires that all probationary licensed staff have 2 formal observations, and contract licensed staff have 1 formal observation every other year. I choose to do a formal observation on all contract licensed staff, as I believe as the instructional leader in our building, I should know what is going on in all classrooms and be able to work with licensed staff to improve teaching practices and learning strategies. All licensed staff will have 1 formal observation and at minimum 3 walk thru observations by the end of the school year. I am spending January and February completing all formal observations for both contract and probationary teachers.

## 4. Professional Development – January 7<sup>th</sup>

On January 7<sup>th</sup>, the district held professional development sessions for teachers. For K – 6 teachers, their session was centered around Literacy, specifically teaching literacy using research based strategies, understanding assessment and scaffolding practices, how to weave reading throughout the school day to maximize time in learning to read, and how to use the curriculum with fidelity. Thank you to Barbara Jones from WestEd for leading these sessions. WestEd is a company that is contracted through LBL ESD through the Early Literacy grant to provide literacy support to districts.

The Secondary staff did professional development around the Lesson Cycle and student engagement that was led by me. In October, Sandra Pinion, our 3<sup>rd</sup> grade teacher and ELL coordinator, did a training on SIOP (Sheltered Instructional Observation Protocol) that talked about strategies to actively engage ELL learners, which are in general overall good teaching strategies. The secondary staff and I discussed parts of the lesson cycle that should be seen, including anticipatory sets, language and content objectives (and the importance of students using the language of the content and knowing what they are learning about), maximizing direct instruction time by not making it the entire class period, engagement strategies to use that we learned in our SIOP training for guided and independent practice (which is what the bulk of the class period should be), and how to assess student knowledge at the end of each lesson and then WHAT to do with that data. The lesson cycle should be completed each day for each class period to maximize student learning.

## 5. End of 1<sup>st</sup> Semester

Finals week for our 7 – 12 grade students will be January 21 – 23. All secondary classes will have a final exam in some capacity. End of the semester means that the grades for HS students will be transcribed on their transcript and will go towards their overall GPA for high school. Grade prep for teachers is January 24<sup>th</sup>, and grades will be posted on transcripts on January 27. We will be sending home report cards (7 – 12) and progress reports (K – 6) that week. Students are expected to be at school during finals week, unless there is an administrative excused reason for the student to miss finals. Students will be asked to complete the finals before the week, unless there are issues, and then we will work with them to complete the finals early the next week.

Grades for students in grades 7 – 12 will start over for the 2<sup>nd</sup> semester. We will make schedule changes the week of January 27<sup>th</sup> on a limited basis for secondary students, based on graduation requirements, class availability, and student requests.

It is important that our students, in all grades, come to school regularly, to keep up with work. Not all work can be made up. Some work is done through discussions and in class projects, and students who are not regularly attending miss those important interactions with both their teacher and peers. While today's environment is centered around the digital era, those students who are in a school that is brick and mortar still need to attend in person on a regular basis.

Attending school is also good practice for life after school, as jobs require employees to attend on a regular basis. I would encourage all families to make attending school on a regular basis (85% or more of the time) a priority.

i. Regular Attenders

# REGULAR ATTENDERS

>90% Positive Attendance

Grade Level	Enrollment #		Enrollment #		Enrollment #		Enrollment #		Enrollment #		Enrollment #		Enrollment #		Enrollment #			
	01-Oct		01-Nov		01-Dec		01-Jan		01-Feb		01-Mar		01-Apr		01-May		01-Jun	
KG	14	64.29%	12	83.33%	13	61.53%	13	61.53%										
1st	13	92.31%	13	61.53%	12	50.00%	12	41.66%										
2nd	33	78.78%	33	78.78%	33	69.69%	33	69.69%										
3rd	32	81.25%	31	80.64%	31	74.19%	31	74.19%										
4th	24	62.50%	22	63.63%	23	60.86%	22	50.00%										
5th	26	73.07%	26	80.76%	28	67.85%	27	62.96%										
6th	17	70.59%	17	58.82%	16	43.75%	16	37.50%										
7th	17	82.35%	17	76.47%	17	70.58%	17	64.71%										
8th	15	80.00%	15	80.00%	15	80.00%	16	62.50%										
9th	11	54.54%	10	50.00%	10	50.00%	10	50.00%										
10th	16	93.75%	16	81.25%	16	81.25%	16	75.00%										
11th	10	70.00%	10	70.00%	10	60.00%	10	60.00%										
12th	11	36.36%	11	45.45%	11	36.36%	11	36.36%										
Schoolwide	239	72.29%	233	70.05%	235	62.00%	234	57.39%	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!

ii. Enrollment Report



- b. K-5 LaHO Principal and Special Services Report  
**Speaker(s):** Heather Shunk

# ALSEA SCHOOL DISTRICT BOARD REPORT

**Name:** Heather Shunk **Position:** Principal

**BOARD MEETING DATE:** January 13, 2024

[Link for December Assembly Slide Deck](#) - Attendance, Reading, and Math Celebration, Winter Wishes from Staff, Genius Hour Passion Projects, Words of Encouragement, Happenings in Each Class, and Exploratory Class, December Character Trait: "Empathy". January character trait will be decided by our Kindergarten/ 1st grade class.

[Link for January 2024 School-Wide Newsletter](#)

## I-Ready Diagnostic 2 Starts Next Week

**2nd Round of Core Phonics Assessment:** Informing teachers on which students require additional tier 2/ tier 3 targeted instruction and support to address foundational literacy skills.

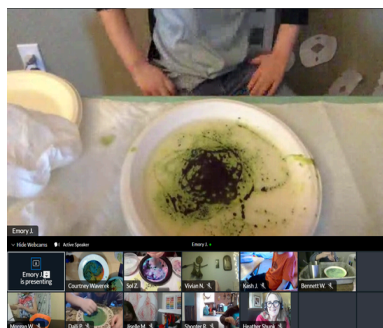
## Professional Development

- LaHO Teachers and B&M Teachers participated in a 2-hour PD with Barbara Jones of WestEd on 1/7. K-2 teachers focused on foundational literacy skills, building capacity in small group work, addressing academic gaps. 3-6 teachers focused on addressing foundational literacy skill gaps, while ensuring that students have access to grade level content to prepare them for success in the next grade level.
- Tim Pearson and Heather Shunk are leading monthly PLC meetings to strengthen collaboration between LaHO and B&M colleagues and build capacity in foundational literacy, classroom management, small groups, formative assessment, utilization of data to inform instruction, etc.

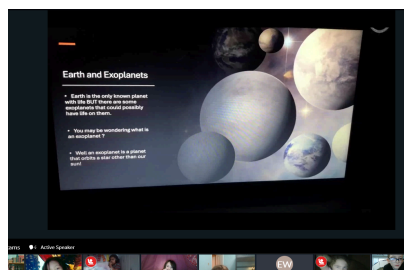
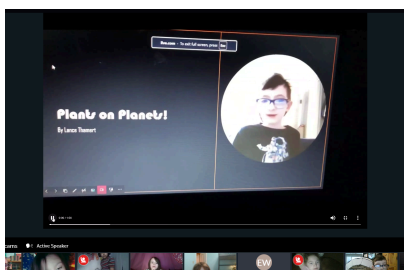
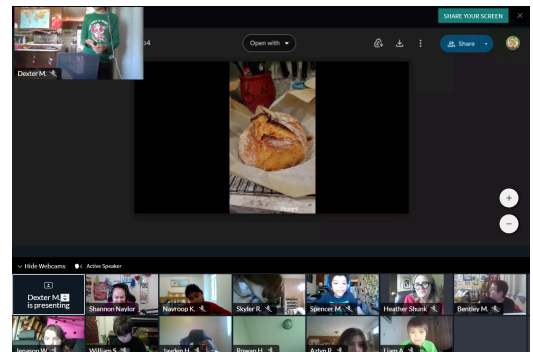
**Genius Hour Passion Project Presentations in December** - Our school community is thriving through the Genius Hour Passion Project presentations, where students explore topics they love, guided by their teachers, cheered on by their classmates, and supported by their families. Parents play an integral role in this process, assisting students as they research, build presentations, and create models that bring their ideas to life. This collaborative effort not only fosters academic growth—enhancing skills like critical thinking, writing, and public speaking—but also strengthens the bond between home and school. The shared pride in student achievements during presentations has created a vibrant, supportive environment that benefits our entire K-5 community.



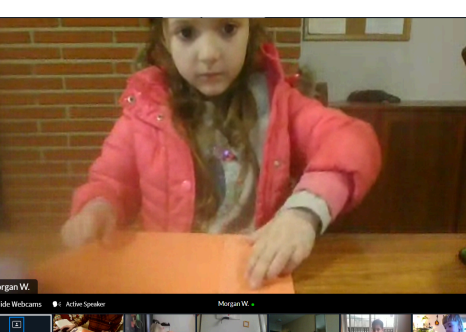
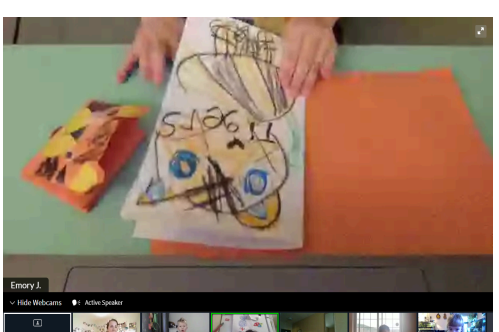
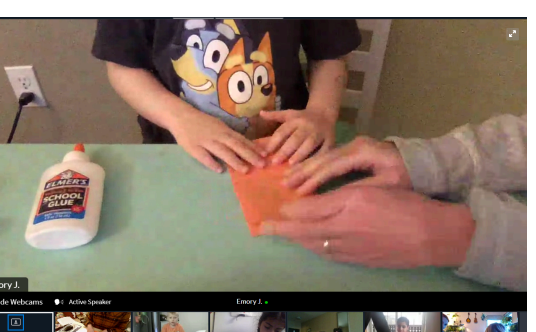
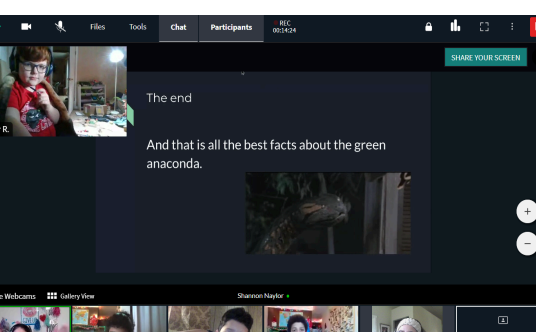
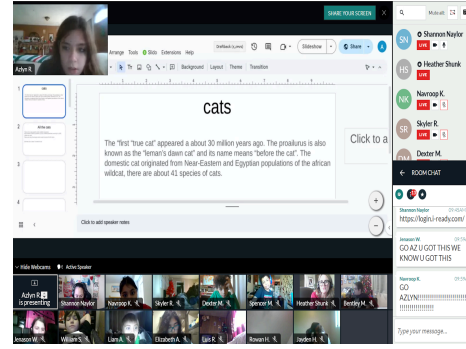
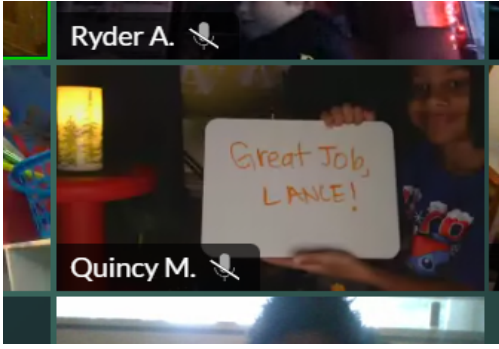
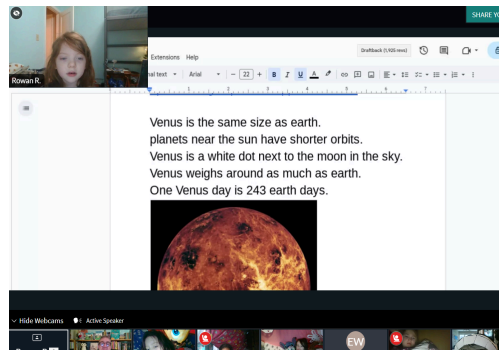
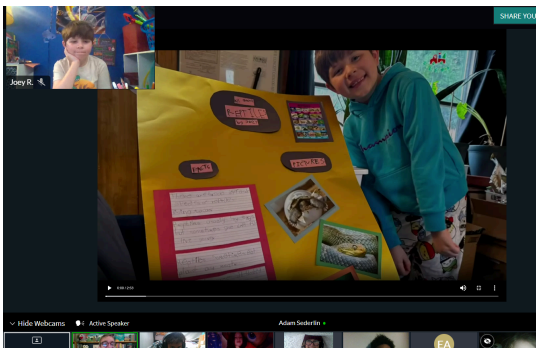
**1st Grade Sol** - Taught his class about "Magic Milk" which tested the effects of different milk fat on food coloring. His classmates were provided with the ingredients and supplies needed ahead of the live experiment and were able to follow along and experiment along with Sol. Sol's grandmother was an integral part of this experiment.



**5th Grade Dexter** - Created delicious bread from scratch.



**2nd Grade Lance** - Wondered if there were plants on other planets and researched to find his answer and teach his class.



- c. Athletics and Activities  
**Speaker(s):** Joe Harris

## Board Report – 12/10/24

### Summary:

The Alsea Project Update: Our next meeting will take place on Tuesday, 1/21/25. As I mentioned before I would love to have a few parents work with us on this project. You wouldn't need to be at every meeting, but your input is valuable. This year we will be planning for our elementary side of the school and have ready for initial implementation next school year.

The Clemens tournament was a great success. Congratulations to the Alsea/Monroe girls for winning their part of the tournament. Thank you to everyone that helped make it happen.

Basketball is going strong. The Girls are currently ranked 13<sup>th</sup> in the 2A with an 8-5 record. The boys are currently ranked 70<sup>th</sup> in 1A with a 6-7 record. Both teams are very competitive and have been in some close games both ways. Please come out and support both teams if you haven't already, it means a lot to our kids.

I would like to mention the Events Calendar. As we work to keep this calendar as accurate as possible, there will still be changes from time to time. Please refer to the calendar on the Alsea website if you are wondering what is going on. For sports the calendar will have release and departure times for our away games, as well as start times. If the game is home, then there will be a link for the NFHS network as well. My hope is that the calendar will be the first point of contact for those looking for events happening at Alsea.

If you have any questions or concerns please contact me directly.

- d. Business Manager Report  
**Speaker(s):** Don Staehely

## Financial Summary – December 31, 2024

### General Fund Resources

- State School Support – As with last month, the financial statements reflect projected figures for 23-24 and 24-25 using final attendance figures and transportation mileage and expenses for 23-24, and projected figures based on first quarter ADM for 24-25. It is estimated the district will owe \$6,000 for 24-25 and the state payments for 24-25 will be reduced by \$670,000 compared to initial payments and \$431,712 compared to budget. The final allocation for 23-24 will not be made until May 25; however, the ODE will adjust the 24-25 figures in January based on the 2<sup>nd</sup> quarter figures.
- Property taxes – the statements reflect tax turnover through November 30. 92% of the current levy has been received.
- 1510 - Earnings on investments – The earnings rate with the Local Government Investment Pool (LGIP) is 4.85%, down from 4.99% for the prior month. The district presently is earning \$30,000 per month but this will be declining as the district uses beginning cash to maintain programs.
- No changes in the other revenues.

### General Fund Expenditures

- All salaries and benefits have been encumbered, as well as projections for substitutes and additional salaries are included in the financial statements. The substitute and additional salaries are based on the average for September through November and annualized through June.
- Function 2113 – Social Work Services – as shared last month, this represents salary and benefits expenditures that are reimbursed by the Pre School-Program.
- There have been no changes in expenditures from the prior month.

### Special Revenue

#### Changes

- 210 – IDEA Part B 611 – The allocation has been increased from \$59,957.87 to \$60,260.33
- 272 – TAP Grant – Seismic – as shared last month all work has been completed. The vendor is completing the final report for the ODE, as well as the final invoice. Once received, the district will be reimbursed the \$25,000 from the ODE.
- 299 – Food Service – The district has been awarded a Fresh Fruit and Vegetable grant for 24-25 in the amount of \$15,096. Erick Taylor and Roxie Smallwood are working with Corvallis School District on incorporating these products in the nutrition program for the remainder of this school year.
- No other changes in the Special Revenue Programs

### Food Service Program

- Included are the financial statements, student participation, and per meal breakdown through 12/31/24. The attached statement reflects the participation by month, with the annual participation at 67.0% of the students are participating in the breakfast program; 64.7% in the lunch program.
- The projected transfer from the General Fund will be approximately \$62,384. The average cost per meal is \$5.75 while reimbursement is \$3.95.

### Debt Service

- As with the General Fund, 92% of the levy has been received.
- The ending projected fund balance is \$30,324. The additional dollars in the fund balance will be used to keep the tax rate flat as close to the 24-25 rate for the 25-26 school year.

### Capital Projects

- 400 – Capital Projects - reflects interest received on monies at the LGIP. Expenditures are the replacement of the windows, architectural services for the kitchen, and the upgrade to the fire alarm system. The fund has \$30,324 available for additional projects.
- 410 - Bond 2021 and OSCIM Grant – The final claim for the OSCIM grant has been submitted and approved by the ODE. The fund has \$58,030.95, which includes the upgrade to the HVAC for the data server closet.
- 430 – Seismic Rehabilitation – represents approved service contracts. The district received payment on the 1<sup>st</sup> claim has submitted the 2<sup>nd</sup> and 3<sup>rd</sup> claim to the Oregon Business Development Department. Per the grant, claims will be made after each month's end.

### Unemployment Reserve

- Currently the district is charging all salaries approximately 4% each payroll and transferring the funds into the Unemployment Reserve Fund to cover quarterly unemployment claims.
- The 1<sup>st</sup> quarter unemployment invoice totaled \$2,818. The district is waiting for the 2<sup>nd</sup> quarter claim to see the impact of the new law.
- The current balance to cover future claims is \$126,474.

GENERAL FUND  
STATEMENT OF RESOURCES  
FOR THE FISCAL YEAR 2024-25  
As of December 31, 2024

LINE	SOURCE	BUDGET	Y-T-D 12/31/2024	PROJECTED	TOTAL 12/31/2024	BALANCE OVER/(UNDER)	
<b>STATE SCHOOL SUPPORT FORMULA</b>							
1	1111	\$ 528,200.00	\$ 490,035.95	38,164.05	\$ 528,200.00	\$ -	
2	1112	1,000.00	3,884.67	-	3,884.67	2,884.67	
3	1114	-	7.99	-	7.99	7.99	
4	1190	800.00	272.53	527.47	800.00	-	
5	2101	-	-	-	-	-	
6	3103	41,205.00	-	41,275.96	41,275.96	70.96	
7	3101	4,527,702.00	2,777,818.00	1,315,208.04	4,093,026.04	(434,675.96)	
8	4801	-	-	-	-	-	
9	<b>TOTAL 2024-25 SSSF SOURCES (Line 1 - Line 8)</b>		<b>5,098,907.00</b>	<b>3,272,019.14</b>	<b>1,395,175.52</b>	<b>4,667,194.66</b>	<b>(431,712.34)</b>
<b>STATE SCHOOL SUPPORT FORMULA (Prior Yr Adjustments)</b>							
10	STATE SCHOOL SUPPORT FUND 23-24		-	(5,866.00)	(5,866.00)	(5,866.00)	
11	HIGH COST GRANT		-	-	-	-	
12	<b>TOTAL SSSF PRIOR YR ADJ (Line 10 - Line 11)</b>		<b>-</b>	<b>(5,866.00)</b>	<b>(5,866.00)</b>	<b>(5,866.00)</b>	
13	<b>TOTAL SSSF SOURCES (Line 9 + Line 12)</b>		<b>5,098,907.00</b>	<b>3,272,019.14</b>	<b>1,389,309.52</b>	<b>(437,578.34)</b>	
<b>NON STATE SCHOOL SUPPORT FORMULA SOURCES</b>							
<b>LOCAL SOURCES</b>							
14	1510	50,000.00	204,939.48	95,060.52	300,000.00	250,000.00	
15	1710	7,500.00	2,424.00	5,076.00	7,500.00	-	
16	1760	-	-	-	-	-	
17	1910	3,600.00	1,920.00	1,680.00	3,600.00	-	
18	1943	72,198.00	27,564.41	44,633.59	72,198.00	-	
19	1960	-	-	-	-	-	
20	1920	-	2,000.00	-	2,000.00	2,000.00	
21	1980	-	-	-	-	-	
22	1990	24,800.00	10,138.16	-	10,138.16	(14,661.84)	
23	<b>TOTAL LOCAL SOURCES (Line 14 - Line 22)</b>		<b>158,098.00</b>	<b>248,986.05</b>	<b>146,450.11</b>	<b>395,436.16</b>	<b>237,338.16</b>
<b>OTHER SOURCES</b>							
24	2102	7,600.00	3,513.52	3,513.52	7,027.04	(572.96)	
25	2199	-	-	-	-	-	
26	3203	-	-	-	-	-	
27	5300	-	-	-	-	-	
28	5400	6,700,000.00	6,716,065.45	-	6,716,065.45	16,065.45	
29	<b>TOTAL OTHER SOURCES (Line 24 - Line 28)</b>		<b>6,707,600.00</b>	<b>6,719,578.97</b>	<b>3,513.52</b>	<b>6,723,092.49</b>	<b>15,492.49</b>
30	<b>TOTAL NON SSSF SOURCES (Line 23 + Line 29)</b>		<b>6,865,698.00</b>	<b>6,968,565.02</b>	<b>149,963.63</b>	<b>7,118,528.65</b>	<b>252,830.65</b>
31	<b>TOTAL RESOURCES (Line 13 + Line 30)</b>		<b>\$ 11,964,605.00</b>	<b>\$ 10,240,584.16</b>	<b>\$ 1,539,273.15</b>	<b>\$ 11,779,857.31</b>	<b>\$ (184,747.69)</b>

**GENERAL FUND  
STATEMENT OF EXPENDITUES COMPARED TO BUDGET  
FOR THE FISCAL YEAR 2024-25  
As of December 31, 2024**

		<u>BUDGET</u>	<u>ACTUAL Y-T-D</u>		<u>TOTAL 12/31/2024</u>	<u>BALANCE FAVORABLE/ (UNFAVORABLE)</u>	<u>--%-- COMMITTED</u>
			<u>12/31/2024</u>	<u>ENCUMBERED</u>			
<b>INSTRUCTION</b>							
1111	Elementary, K-5	\$ 1,336,914.00	\$ 373,607.91	\$ 693,922.02	\$ 1,067,529.93	\$ 269,384.07	
1113	Elementary Extra-curricular	3,864.00	750.00	2,856.67	3,606.67	257.33	
1121	Middle/Junior High Programs	271,397.00	87,048.21	168,268.42	255,316.63	16,080.37	
1122	Middle/Junior High School Extra-curricular	36,686.00	19,326.49	14,328.25	33,654.74	3,031.26	
1131	High School Programs	390,968.00	126,019.44	230,867.79	356,887.23	34,080.77	
1132	High School Extra-curricular	149,995.00	58,350.59	38,956.05	97,306.64	52,688.36	
1250	Less Restrictive Programs: Students w/ Disability	636,673.00	144,390.72	250,788.58	395,179.30	241,493.70	
1291	English Second Language Programs	8,359.00	573.45	857.03	1,430.48	6,928.52	
<b>TOTAL INSTRUCTION</b>		<b>2,834,856.00</b>	<b>810,066.81</b>	<b>1,400,844.81</b>	<b>2,210,911.62</b>	<b>623,944.38</b>	<b>77.99%</b>
<b>SUPPORT SERVICES</b>							
2113	Social Work Services	-	1,732.37	3,582.07	5,314.44	(5,314.44)	
2114	Student Accounting Services	28,801.00	14,682.84	14,903.01	29,585.85	(784.85)	
2134	Nurse Services	12,000.00	4,578.24	4,563.00	9,141.24	2,858.76	
2142	Psychological Testing Services	50,200.00	-	13,425.00	13,425.00	36,775.00	
2152	Speech Pathology Services	65,900.00	-	22,327.00	22,327.00	43,573.00	
2160	Other Student Treatment Services	39,500.00	-	26,850.00	26,850.00	12,650.00	
2190	Service Direction, Student Support Services	82,526.00	24,222.40	34,016.03	58,238.43	24,287.57	
2210	Improvement of Instruction Services	-	154.96	-	154.96	(154.96)	
2222	Library/Media Center	1,250.00	-	-	-	1,250.00	
2230	Assessment and Testing	4,368.00	1,793.09	2,499.34	4,292.43	75.57	
2240	Instructional Staff Development	26,000.00	123.60	-	123.60	25,876.40	
2310	Board of Education Services	161,200.00	25,645.93	21,100.02	46,745.95	114,454.05	

**GENERAL FUND  
STATEMENT OF EXPENDITUES COMPARED TO BUDGET  
FOR THE FISCAL YEAR 2024-25  
As of December 31, 2024**

		<u>BUDGET</u>	<u>ACTUAL Y-T-D</u>		<u>TOTAL 12/31/2024</u>	<u>BALANCE FAVORABLE/ (UNFAVORABLE)</u>	<u>--%-- COMMITTED</u>
			12/31/2024	ENCUMBERED			
2321	Office of the Superintendent Services	266,441.00	123,641.70	104,591.85	228,233.55	38,207.45	
2410	Office of the Principal Services	502,660.00	185,966.38	266,193.69	452,160.07	50,499.93	
2520	Fiscal Services	355,450.00	111,050.31	130,489.52	241,539.83	113,910.17	
2540	Operation and Maintenance of Plant Services	609,241.00	237,357.78	148,790.60	386,148.38	223,092.62	
2550	Student Transportation Services	1,009,576.00	363,946.19	375,818.01	739,764.20	269,811.80	
2660	Technology Services	117,316.00	30,272.55	17,517.76	47,790.31	69,525.69	
2700	Supplemental Retirement Program	-	-	-	-	-	
<b>TOTAL SUPPORT SERVICES</b>		<b>3,332,429.00</b>	<b>1,125,168.34</b>	<b>1,186,666.90</b>	<b>2,311,835.24</b>	<b>1,020,593.76</b>	<b>69.37%</b>
<b>OTHER REQUIREMENTS</b>							
5200	Transfers of Funds						
5200 790	Food Service	123,405.00	-	62,384.39	62,384.39	61,020.61	
5200 792	Bus Fund	140,002.00	-	140,002.00	140,002.00	-	
5200 794	Capital Projects	700,000.00	-	-	-	700,000.00	
6110	Operating Contingency	500,000.00	-	-	-	500,000.00	
7000	Unappropriated Ending Fund Balance	4,333,913.00	-	-	-	4,333,913.00	
<b>TOTAL OTHER REQUIREMENTS</b>		<b>5,797,320.00</b>	<b>-</b>	<b>202,386.39</b>	<b>202,386.39</b>	<b>5,594,933.61</b>	<b>3.49%</b>
<b>TOTAL EXPENDITURES</b>		<b>\$ 11,964,605.00</b>	<b>\$ 1,935,235.15</b>	<b>\$ 2,789,898.10</b>	<b>\$ 4,725,133.25</b>	<b>\$ 7,239,471.75</b>	<b>39.49%</b>
<b>PROJECTED ENDING FUND BALANCE</b>		<b>\$ -</b>			<b>\$ 7,054,724.06</b>	<b>\$ 7,054,724.06</b>	

**SPECIAL REVENUE FUNDS**  
**STATEMENT OF GRANTS AND OTHER SPECIAL REVENUE FUNDS**

			REVENUE						EXPENDITURES			
#	Fund Title	End Date	Grant Amount	Beginning Cash	Y-T-D	PROJECTED	Transfer from General Fund	TOTAL	Y-T-D	Encumbered	TOTAL	Balance
200	Donations			\$ 3,132.95	\$ -	-		\$ 3,132.95	\$ 358.81	\$ 500.00	\$ 858.81	\$ 2,274.14
203	Title I-A	9/30/2024	10,797.33	-	6,784.74	4,012.59		10,797.33	10,797.33		10,797.33	
203	Title I-A	9/30/2025	50,857.00		-	50,857.00		50,857.00	16,868.79	26,122.81	42,991.60	
203	<b>Total Title I</b>		<b>61,654.33</b>		<b>6,784.74</b>	<b>54,869.59</b>		<b>61,654.33</b>	<b>27,666.12</b>	<b>26,122.81</b>	<b>53,788.93</b>	<b>7,865.40</b>
205	Small Rural School Achievement (SRSA)	9/30/2025	54,607.00	-	39,954.58	14,652.42		54,607.00	44,354.58	-	44,354.58	10,252.42
207	Youth Transition Program	9/15/2024	4,972.97	-	4,972.97	-		4,972.97	4,972.97	-	4,972.97	-
207	Preemployment Transition Program	6/30/2025	40,000.00		6,075.00	33,925.00		40,000.00	1,499.94	-	1,499.94	38,500.06
208	E-Rate			26,354.88	-	-		26,354.88	26,204.57	-	26,204.57	150.31
210	IDEA Part B 611	9/30/2024	18,267.60	-	-	18,267.60		18,267.60	18,267.60	-	18,267.60	-
210	IDEA Part B 611	9/30/2026	60,260.33		-	60,260.33		60,260.33	7,343.53	52,336.38	59,679.91	
210	<b>Total IDEA Part B 611</b>		<b>78,527.93</b>		<b>-</b>	<b>78,527.93</b>		<b>78,527.93</b>	<b>25,611.13</b>	<b>52,336.38</b>	<b>77,947.51</b>	<b>580.42</b>
	IDEA Part B 619 FFY24	9/30/2026	401.15		-	401.15		401.15	-	-	-	
216	<b>Total IDEA Part B 619</b>		<b>401.15</b>		<b>-</b>	<b>401.15</b>		<b>401.15</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>401.15</b>
220	Title II-A - Teacher Quality 23-24	9/30/2024	5,305.66	-	5,305.66	-		5,305.66	5,305.66	-	5,305.66	-
220	Title II-A - Teacher Quality 23-24	9/30/2025	7,236.00		-	7,236.00		7,236.00	1,153.11		1,153.11	6,082.89
220	Title IV-A - Student Support and Academic Enrichment 23-24	9/30/2024	10,000.00	-	10,000.00	-		10,000.00	10,000.00		10,000.00	-
220	Title IV-A - Student Support and Academic Enrichment 23-24	9/30/2025	10,981.00		-	10,981.00		10,981.00		-		10,981.00
220	<b>Title V- B REAP</b>		<b>33,522.66</b>		<b>15,305.66</b>	<b>18,217.00</b>		<b>33,522.66</b>	<b>16,458.77</b>	<b>-</b>	<b>16,458.77</b>	<b>17,063.89</b>
227	Early Literacy Grant	6/30/2025	59,749.82	-	-	59,749.82		59,749.82	19,232.22	35,782.37	55,014.59	4,735.23
228	After School Programs	6/30/2025	3,000.00	-	3,000.00	-		3,000.00	653.96	-	653.96	2,346.04
232	<b>ESSER</b> ESSER III	9/30/2024	91,992.21	-	91,992.21	-		91,992.21	91,992.21	-	91,992.21	-
226	<b>Integrated Guidance</b> Early Indicator Intervention Federal School Improvement Funds to CSI & TSI Schools 22-23	6/30/2025	\$ 806.31	\$ -	\$ -	\$ 806.31		\$ 806.31	\$ 107.33	\$ -	\$ 107.33	
248		9/30/2025	51,290.93	-	-	51,290.93		51,290.93	17,634.89	31,927.52	49,562.41	1,728.52
251	Student Investment Account - Y1	9/30/2024	152,036.58	-	152,036.58	-		152,036.58	152,036.58	-	152,036.58	-
251	Student Investment Account - Y2	6/30/2025	518,906.68	-	129,726.67	389,180.01		518,906.68	154,580.94	308,189.17	462,770.11	56,136.57
252	High School Success M98 - Y1	8/31/2025	581.94	-	581.94	0.00		581.94	581.94		581.94	
252	High School Success M98 - Y2	6/30/2025	98,065.21	-	-	98,065.21		98,065.21	20,101.05	48,336.61	68,437.66	29,627.55
	<b>Total Integrated Guidance</b>		<b>821,687.65</b>		<b>282,345.19</b>	<b>539,342.46</b>	<b>-</b>	<b>821,687.65</b>	<b>345,042.73</b>	<b>388,453.30</b>	<b>733,496.03</b>	<b>88,191.62</b>
257	Baseball/Softball Program		-	3,706.92	-	-		3,706.92	-	-	-	3,706.92
256	Carl Perkins		6,234.08	-	4,415.53	1,818.55		6,234.08	6,234.08	-	6,234.08	-
259	Student Activity Funds		-	46,945.70	13,428.08			60,373.78	6,188.87	180.86	6,369.73	54,004.05

**SPECIAL REVENUE FUNDS  
STATEMENT OF GRANTS AND OTHER SPECIAL REVENUE FUNDS**

11

#	Fund Title	End Date	Grant Amount	REVENUE					EXPENDITURES			
				Beginning Cash	Y-T-D	PROJECTED	Transfer from General Fund	TOTAL	Y-T-D	Encumbered	TOTAL	Balance
263	Outdoor School	6/30/2025	11,700.87	-	-	11,700.87		11,700.87	5,566.88	6,133.99	11,700.87	-
272	TAP Grant - Seismic		14,000.00	-	-	14,000.00		14,000.00	12,250.00	1,750.00	14,000.00	-
290	Bus Replacement Fund		-	87,316.04	324,918.00		140,002.00	552,236.04	416,146.00	24,453.00	440,599.00	111,637.04
299	Nutrition Services		-	-	58,189.87	79,065.37	\$62,384.39	199,639.63	73,925.28	125,714.35	199,639.63	-
120	Fresh Fruit and Vegetable Program 24-25	9/30/2025	15,096.00	-	-	15,096.00		15,096.00	-	-	-	15,096.00
299	<b>Total Nutrition Services</b>		<b>15,096.00</b>		<b>58,189.87</b>	<b>94,161.37</b>	<b>62,384.39</b>	<b>214,735.63</b>	<b>73,925.28</b>	<b>125,714.35</b>	<b>199,639.63</b>	<b>15,096.00</b>
<b>TOTAL</b>				<b>167,456.49</b>	<b>851,381.83</b>	<b>921,366.16</b>	<b>202,386.39</b>	<b>2,142,590.87</b>	<b>1,124,359.12</b>	<b>661,427.06</b>	<b>1,785,786.18</b>	<b>356,804.69</b>

**24-25 Financial Projection - Food Service Program  
As of December 31, 2024**

<u>Account</u>	<u>Description</u>	<u>Budget</u>	<u>YTD</u>	<u>Projected</u>	<u>Total</u>
<b>Revenue</b>					
299.0000.1610.000.000.000	Daily Sales -Adult Sales	\$ 4,500.00	\$ 622.60	\$ 1,120.68	\$ 1,743.28
299.0000.3102.000.000.000	State School Fund - School Lunch Match	-	-	1,099.63	\$ 1,099.63
299.0000.3299.000.000.121	State: Breakfast	4,500.00	-	-	-
299.0000.3299.000.000.122	State: Lunch	7,300.00	-	-	-
299.0000.4500.000.000.123	SNP: Breakfast	58,000.00	16,919.68	30,157.59	47,077.27
299.0000.4500.000.000.124	SNP: Lunch	68,201.00	25,878.65	46,687.47	72,566.12
299.0000.4500.000.000.124	Supply Chain	-	9,632.37	-	9,632.37
299.0000.4910.000.000.000	Federal Commodities	1,000.00	5,136.57	-	5,136.57
	<b>Total Revenue</b>	\$ 143,501.00	\$ 58,189.87	\$ 79,065.37	\$ 137,255.24
<b>Expenditures</b>					
		<b>Budget</b>	<b>YTD</b>	<b>Encumbered</b>	<b>Total</b>
299.3100.0112.000.000.000	Classified Salaries	\$ 50,105.00	\$ 16,296.24	\$ 33,016.85	\$ 49,313.09
299.3100.0122.000.000.000	Substitutes - Classified	-	445.44	-	445.44
299.3100.0132.000.000.000	Additional Salary - Classified	1,200.00	17.68	-	17.68
299.3100.0211.000.000.000	Employer Contrib PERS	12,841.00	4,194.85	8,264.09	12,458.94
299.3100.0212.000.000.000	Employee Contribution Pick-Up	3,078.00	1,005.57	1,981.04	2,986.61
299.3100.0220.000.000.000	Social Sec/Medicare	3,925.00	1,282.12	2,525.84	3,807.96
299.3100.0231.000.000.000	Worker's Compensation	1,183.00	418.96	817.91	1,236.87
299.3100.0232.000.000.000	Unemployment Compensation	8,627.00	652.21	1,109.77	1,761.98
299.3100.0233.000.000.000	PFMLI	205.00	67.02	132.08	199.10
299.3100.0242.000.000.000	Group Health Insurance	32,400.00	7,208.60	14,417.21	21,625.81
299.3100.0342.000.000.000	Travel, Out of District	-	747.10	237.86	984.96
299.3100.0380.000.000.000	Non-instructional Professional and Technical Servi	2,000.00	917.00	-	917.00
299.3100.0410.000.000.000	Consumable Supplies and Materials	1,000.00	478.44	-	478.44
299.3100.0413.000.000.000	Freight for Commodities	-	204.38	-	204.38
299.3100.0450.000.000.000	FOOD	96,342.00	22,010.11	36,016.70	58,026.81
299.3100.0451.000.000.000	Federal Commodities	10,000.00	5,136.57	-	5,136.57
299.3100.0460.000.000.000	Non-consumable Items	1,000.00	52.99	-	52.99
299.3100.0470.000.000.000	Computer Software (Meal Time)	-	1,135.00	-	1,135.00
299.3100.0541.000.000.000	Initial and Additional Equipment Purchase	5,000.00	-	-	-
299.3100.0640.000.000.000	Dues and Fees (Corvallis/MealTime)	38,000.00	11,655.00	27,195.00	38,850.00
	<b>Total Expenses</b>	266,906.00	73,925.28	125,714.35	199,639.63
	<b>Net Profit/Loss</b>	(123,405.00)	(15,735.41)	(46,648.98)	(62,384.39)
<b>Other Income</b>					
299.0000.5200.000.000.000	Interfund Transfers	123,405.00	-	-	-
299.0000.5400.000.000.000	Resources - Beginning Fund Balance	-	-	-	-
	<b>Total Other Uses</b>	123,405.00	-	-	-
	<b>Ending Fund Balance</b>	\$ -	\$ (15,735.41)	\$ (46,648.98)	\$ (62,384.39)

Participation

<u>Month</u>	<u>Days</u> <u>Service</u>	<u>Eligible</u> <u>Students</u>	<u>Participation</u>		<u>Avg per Day</u>		<u>Participation Percentage</u>		
			<u>Breakfast</u>	<u>Lunch</u>	<u>Breakfast</u>	<u>Lunch</u>	<u>Breakfast</u>	<u>Lunch</u>	
Aug	4	168	445	401	111.25	100.25	66.2%	59.7%	
Sept	17	170	1995	1866	117.35	109.76	69.0%	64.6%	
Oct	19	170	2136	2135	112.42	112.37	66.1%	66.1%	
Nov	15	170	1706	1617	113.73	107.80	66.9%	63.4%	
Dec	12	169	1322	1320	110.17	110.00	65.2%	65.1%	
Jan	15								
Feb	16								
Mar	13								
April	18								
May	17								
June	8								
Total/Average	67	169.4	7,604	7,339	113.49	109.54	67.0%	64.7%	

**299 - Food Service Program**

**Analysis per Meal**

	<b>Meals Served</b>	<b><u>Total</u></b>	<b><u>Costs per Meal</u></b>	<b><u>%</u></b>
<b><u>State Reimb per meal</u></b>				
Adult Sales	410	\$ 1,743.28	\$ 4.25	
Breakfast	17,478	47,077.27	\$ 2.69	
Lunch	16,869	72,566.12	4.30	
Other Sources		\$ 10,732.00		
Federal Commodities		5,136.57		
<hr/>				
<b>Total Revenue</b>	<b>34,757</b>	<b>\$ 137,255.24</b>	<b>\$ 3.95</b>	
Payroll Costs		\$ 93,853.48	\$ 2.70	47.0%
Food Costs		58,026.81	1.67	29.0%
Federal Commodities		5,136.57	0.15	2.6%
Fees		38,850.00	1.12	19.5%
Other		3,772.77	0.11	1.9%
<hr/>				
<b>Total Costs</b>		<b>\$ 199,639.63</b>	<b>\$ 5.75</b>	<b>100%</b>
<hr/>				
<b>Net Loss</b>		<b>\$ (62,384.39)</b>	<b>\$ (1.80)</b>	
<hr/> <hr/>				

**DEBT SERVICE  
STATEMENT OF EXPENDITURES COMPARED TO BUDGET  
FOR THE FISCAL YEAR 2024-25  
As of December 31, 2024**

		<u>ACTUAL</u> Y-T-D		TOTAL	BALANCE FAVORABLE/  (UNFAVORABLE)	--%--  COMMITTED
		<u>BUDGET</u>	<u>12/31/2024</u>	<u>ENCUMBERED</u>	<u>12/31/2024</u>	<u>COMMITTED</u>
<b>RESOURCES</b>						
1111	CURRENT YEAR'S TAXES	\$ 94,940.00	\$ 90,908.14	4,031.86	94,940.00	-
1112	PRIOR YEAR'S TAXES	500.00	610.46		610.46	110.46
1190	OTHER TAXES	100.00	74.02		74.02	(25.98)
1510	INTEREST EARNINGS	-	1,642.75		1,642.75	1,642.75
5400	BEGINNING FUND BALANCE	22,392.00	29,106.43		29,106.43	6,714.43
	<b>TOTAL INSTRUCTION</b>	<b>117,932.00</b>	<b>122,341.80</b>	<b>4,031.86</b>	<b>126,373.66</b>	<b>8,441.66</b>
<b>EXPENDITURES</b>						
5110	Long-Term Debt Service					
5110 610	Redemption of Principal	35,000.00	-	35,000.00	35,000.00	-
5110 621	Regular Interest	61,050.00	30,525.00	30,525.00	61,050.00	-
7000	Unappropriated Ending Fund Balance	21,882.00	-	-	-	21,882.00
	<b>TOTAL EXPENDITURES</b>	<b>117,932.00</b>	<b>30,525.00</b>	<b>65,525.00</b>	<b>96,050.00</b>	<b>21,882.00</b>
	<b>PROJECTED ENDING FUND BALANCE</b>	<b>\$ -</b>	<b>\$ 91,816.80</b>	<b>\$ (61,493.14)</b>	<b>\$ 30,323.66</b>	<b>\$ 30,323.66</b>

**CAPITAL PROJECTS (400)**  
**STATEMENT OF EXPENDITUES COMPARED TO BUDGET**  
**FOR THE FISCAL YEAR 2024-25**  
**As of December 31, 2024**

		<u>ACTUAL</u>		<u>TOTAL</u>	<u>BALANCE</u> <u>FAVORABLE/</u>	<u>--%--</u>	
		<u>Y-T-D</u>					
		<u>BUDGET</u>	<u>12/31/2024</u>	<u>ENCUMBERED</u>	<u>12/31/2024</u>	<u>(UNFAVORABLE)</u>	<u>COMMITTED</u>
<b>RESOURCES</b>							
1510	Interest Earnings	\$ -	\$ 7,253.47		7,253.47	(7,253.47)	
5200	Transfer from General Fund	700,000.00	-		-	700,000.00	
5400	Beginning Fund Balance	274,748.00	282,454.52		282,454.52	(7,706.52)	
	<b>TOTAL INSTRUCTION</b>	<b>974,748.00</b>	<b>289,707.99</b>	<b>-</b>	<b>289,707.99</b>	<b>685,040.01</b>	
<b>EXPENDITURES</b>							
4150	Building Improvement	974,748.00	5,683.99	196,340.00	202,023.99	772,724.01	
7000	Unappropriated Ending Fund Balance	-	-	-	-	-	
	<b>TOTAL EXPENDITURES</b>	<b>974,748.00</b>	<b>5,683.99</b>	<b>196,340.00</b>	<b>202,023.99</b>	<b>772,724.01</b>	<b>20.73%</b>
<b>PROJECTED ENDING FUND BALANCE</b>		<b>\$ -</b>	<b>\$ 284,024.00</b>	<b>\$ (196,340.00)</b>	<b>\$ 87,684.00</b>	<b>\$ 87,684.00</b>	

**BOND 2021 AND OSCIM GRANT (410)**  
**STATEMENT OF EXPENDITUES COMPARED TO BUDGET**  
**FOR THE FISCAL YEAR 2024-25**  
**As of December 31, 2024**

		<u>ACTUAL</u>		<u>TOTAL</u>	<u>BALANCE</u> <u>FAVORABLE/</u>	<u>--%--</u>	
		<u>Y-T-D</u>					
		<u>BUDGET</u>	<u>12/31/2024</u>	<u>ENCUMBERED</u>	<u>12/31/2024</u>	<u>(UNFAVORABLE)</u>	<u>COMMITTED</u>
<b>RESOURCES</b>							
1510	Interest Earnings	\$ 12,000.00	\$ 8,725.46		8,725.46	(3,274.54)	
3299	State Grant	500,000.00	358,688.18	7,091.86	365,780.04	(134,219.96)	
5400	Beginning Fund Balance	888,000.00	1,194,155.91		1,194,155.91	306,155.91	
<b>TOTAL INSTRUCTION</b>		<b>1,400,000.00</b>	<b>1,561,569.55</b>	<b>7,091.86</b>	<b>1,568,661.41</b>	<b>168,661.41</b>	
<b>EXPENDITURES</b>							
4150	Building Improvement	1,400,000.00	1,474,678.37	35,952.09	1,510,630.46	(110,630.46)	
7000	Unappropriated Ending Fund Balance	-	-	-	-	-	
<b>TOTAL EXPENDITURES</b>		<b>1,400,000.00</b>	<b>1,474,678.37</b>	<b>35,952.09</b>	<b>1,510,630.46</b>	<b>(110,630.46)</b>	<b>107.90%</b>
<b>PROJECTED ENDING FUND BALANCE</b>		<b>\$ -</b>	<b>\$ 86,891.18</b>	<b>\$ (28,860.23)</b>	<b>\$ 58,030.95</b>	<b>\$ 58,030.95</b>	

**SEISMIC REHABILITATION GRANT (430)**  
**STATEMENT OF EXPENDITUES COMPARED TO BUDGET**  
**FOR THE FISCAL YEAR 2024-25**  
**As of December 31, 2024**

		<u>BUDGET</u>	<u>ACTUAL Y-T-D</u>	<u>ENCUMBERED</u>	<u>TOTAL 12/31/2024</u>	<u>BALANCE FAVORABLE/ (UNFAVORABLE)</u>	<u>--%-- COMMITTED</u>
<b>RESOURCES</b>							
1510	Interest Earnings	\$ -	\$ -		-	-	
3299	State Grant	2,480,080.00	91,166.00	2,388,914.00	2,480,080.00	-	
5400	Beginning Fund Balance	-	-		-	-	
	<b>TOTAL INSTRUCTION</b>	<b>2,480,080.00</b>	<b>91,166.00</b>	<b>2,388,914.00</b>	<b>2,480,080.00</b>	<b>-</b>	
<b>EXPENDITURES</b>							
4150	Building Improvement	2,480,080.00	181,898.80	264,970.21	446,869.01	2,033,210.99	
7000	Unappropriated Ending Fund Balance	-	-	-	-	-	
	<b>TOTAL EXPENDITURES</b>	<b>2,480,080.00</b>	<b>181,898.80</b>	<b>264,970.21</b>	<b>446,869.01</b>	<b>2,033,210.99</b>	<b>18.02%</b>
<b>PROJECTED ENDING FUND BALANCE</b>		<b>\$ -</b>	<b>\$ (90,732.80)</b>	<b>\$ 2,123,943.79</b>	<b>\$ 2,033,210.99</b>	<b>\$ 2,033,210.99</b>	

**UNEMPLOYMENT RESERVE (610)**  
**STATEMENT OF EXPENDITUES COMPARED TO BUDGET**  
**FOR THE FISCAL YEAR 2024-25**  
**As of December 31, 2024**

		<u>BUDGET</u>	<u>ACTUAL Y-T-D</u>	<u>ENCUMBERED</u>	<u>TOTAL 12/31/2024</u>	<u>BALANCE FAVORABLE/ (UNFAVORABLE)</u>	<u>--%-- COMMITTED</u>
<b>RESOURCES</b>							
1510	Interest Earnings	\$ -	\$ -		-	-	
1970	Services Provided Other Funds	183,679.00	129,292.68		129,292.68	(54,386.32)	
5400	Beginning Fund Balance	-	-		-	-	
	<b>TOTAL INSTRUCTION</b>	<b>183,679.00</b>	<b>129,292.68</b>	-	<b>129,292.68</b>	<b>(54,386.32)</b>	
<b>EXPENDITURES</b>							
2640	Unemployment	183,679.00	2,818.38	-	2,818.38	180,860.62	
7000	Unappropriated Ending Fund Balance	-	-	-	-	-	
	<b>TOTAL EXPENDITURES</b>	<b>183,679.00</b>	<b>2,818.38</b>	-	<b>2,818.38</b>	<b>180,860.62</b>	<b>1.53%</b>
<b>PROJECTED ENDING FUND BALANCE</b>		<b>\$ -</b>	<b>\$ 126,474.30</b>	<b>\$ -</b>	<b>\$ 126,474.30</b>	<b>\$ 126,474.30</b>	

- e. Bond and Construction  
**Speaker(s):** Chris and Nancy Giggy



# Alsea School District Construction Manager's Report

Report Date: January 7, 2025

## GENERAL OVERVIEW

The Seismic Retrofit to the gym and adjacent office areas is in the final stage of design. Final design documents will be issued for permitting and bid in mid-February. Construction is scheduled to begin in May and be completed in September. Preliminary cost estimates for the work were recently completed and showed a wide difference ranging from \$1.92M by our general contractor to \$3.22M by a professional estimating firm. While we believe the higher number is very conservative, we're concerned about the budget and are meeting with the project team this Friday to develop ideas to simplify the work and reduce costs substantially. More detail is provided in the Budget section of this report.

A second Seismic Grant application for the High School Classroom Wing will be submitted in early January for the next round of grants in Spring 2025.

The Fire Alarm Replacement project has been contracted and is in design. Construction is scheduled for this summer and will be coordinated with the seismic project.

A small addition is being made to the recently completed HVAC Upgrade under the bond program. The heat pump that serves the storage room where the server is located needs to be disconnected from the heat pumps in the adjacent offices because of operational conflicts. The original design didn't consider the heat generated by the server which causes the office heat pumps to shutdown when it goes into cooling mode. The HVAC contractor has ordered equipment to resolve this issue and plans to install it in late January.

## PROJECT TEAM

Salem Fire Alarm was contracted in December for design-build fire alarm replacement services. We're coordinating with Axis Electric to provide electrical services to support this project.

## BUDGET

The updated budget summaries for the various projects are provided below with comments for each.

Alsea School District  
Construction Manager's Report

Bond Program

The updated budget summary for the bond program is provided below. The only significant change in December was an additional \$9.2k in Construction Cost for the HVAC changes to the server room described above.

There are \$57k in contingency remaining in the budget. To date, 99.2% of the committed costs have been paid. We have two remaining invoices on the HVAC Upgrade project that will be approved when all of the final quality items are resolved.

This budget does not include \$80k+ gift-in-kind by IMS.

Alsea School Bond Project Budget Summary - Updated January 3, 2025

**Income**

	Original Budget	Current Budget	Actual Income To-Date	Notes
Bond Sale	\$ 2,100,000.00	\$ 2,289,477.00	\$ 2,289,477.00	Bond value \$2.1M plus premium of \$189,477
Bond Fund Interest		\$ 142,498.96	\$ 142,498.96	Interest on bond proceeds updated 10/1/24; budget value matched to actual
OSCIM Grant	\$ 2,100,000.00	\$ 2,100,000.00	\$ 2,100,000.00	Income value updated 10/2/24
ESSER Funds	\$ -	\$ 235,117.92	\$ 235,117.92	ESSER II \$68,251.41 (spent 9/23) and ESSER III \$166,866.51 (spend by 9/24) after "unfinished learning" deductions. Updated 10/2/24
<b>Totals</b>	<b>\$ 4,200,000.00</b>	<b>\$ 4,767,093.88</b>	<b>\$ 4,767,093.88</b>	

**Expenses**

	Original Budget	Current Budget	Committed Costs	Paid To-Date	Notes
Construction Cost		\$ 4,063,133.72	\$ 4,063,133.72	\$ 4,029,631.61	Costs for construction contractors.
Design Fees		\$ 355,588.52	\$ 355,588.52	\$ 355,588.52	Fees for architect, engineers, geotech, survey & haz material study.
Consultant Fees		\$ 51,508.01	\$ 51,508.01	\$ 49,058.01	Fees for soil testing, special inspections, commissioning & misc consulting.
Project Management		\$ 62,000.00	\$ 62,000.00	\$ 62,000.00	IMS not-to-exceed fee.
Permits & Fees		\$ 29,366.70	\$ 29,366.70	\$ 29,366.70	Permit & site plan fees.
Furnishings		\$ 9,752.00	\$ 9,752.00	\$ 9,752.00	Furnishings, equipment, computers, etc. are either in possession or being funded separately.
Other Project Costs		\$ 138,677.70	\$ 138,677.70	\$ 138,677.70	Attorney, bank fees, insurance, advertising and other miscellaneous project costs. Reconciled with District's financial report 7/14/24.
Owner's Contingency		\$ 57,067.23	NA	NA	For unforeseen costs based on available funds after committed values.
<b>Totals</b>	<b>\$ -</b>	<b>\$ 4,767,093.88</b>	<b>\$ 4,710,026.65</b>	<b>\$ 4,674,074.54</b>	

Alsea School District  
Construction Manager's Report

Gym Seismic

The updated budget summary for the gym seismic project is provided below. The only significant change in December was an additional \$8.8k allocated to the income from non-grant funds for early design costs the State wouldn't reimburse because the contract hadn't been fully executed.

Alsea School Gym Seismic Project Budget Summary - Updated January 3, 2025

Income

	Original Budget	Current Budget	Actual Income To-Date	Notes
Seismic Grant	\$ 2,480,000.00	\$ 2,480,000.00	\$ 145,157.52	Grant awarded June 2024
Non-Grant Funds	\$ -	\$ 8,808.47	\$ 8,808.47	Initial effort by structural engineer before grant fund contract executed. Required to keep project on schedule.
<b>Totals</b>	<b>\$ 2,480,000.00</b>	<b>\$ 2,488,808.47</b>	<b>\$ 153,965.99</b>	

Expenses

	Original Budget	Current Budget	Committed Costs	Paid To-Date	Notes
Construction Cost	\$ 1,800,000.00	\$ 1,800,000.00	\$ 26,500.00	\$ 26,500.00	Costs for construction contractors
Design Fees	\$ 300,000.00	\$ 300,000.00	\$ 295,260.00	\$ 122,193.06	Fees for architect & engineer
Consultant Fees	\$ 60,000.00	\$ 60,000.00	\$ 46,486.79	\$ 41,831.79	Fees for geotech, matl testing and special inspections
Project Management	\$ 111,600.00	\$ 111,600.00	\$ 111,600.00	\$ 39,098.00	IMS not-to-exceed fee
Permits & Fees	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	Jurisdiction fees
Other Project Costs	\$ 1,000.00	\$ 1,000.00	\$ 971.83	\$ 971.83	Advertsing & other miscellaneous
Owner's Contingency	\$ 187,400.00	\$ 196,208.47	NA	NA	For unforeseen costs based on available funds
<b>Totals</b>	<b>\$ 2,480,000.00</b>	<b>\$ 2,488,808.47</b>	<b>\$ 480,818.62</b>	<b>\$ 230,594.68</b>	

As shown above, there is \$2.0M available for construction including all available contingency. A recent construction cost estimate was completed by our general contractor (Todd) with a separate estimate by a professional cost estimating firm (Construction Focus). Their estimates were between \$1.92M and \$3.22M including mark-ups but excluding the 15-18% estimating contingencies applied because they were using unfinished design documents. There will also be an estimated \$50k in asbestos abatement needed. While the general contractor's estimate is barely within budget, the professional estimate is more than \$1M over budget.

Since the cost estimates have such wide variation, and because there's now a risk of being over budget, we're meeting with the design and construction team this Friday to identify areas where we can use alternate methods that are less expensive (such as using exposed steel to strengthen existing masonry walls vs replacing them) and/or use less expensive finish materials (such as composite roof vs metal on the gym). We'll be asking them to create bid-alternates for VE ideas and areas of reduced work in order to have options when we finally get the construction bids. The actual construction cost will be established in March based on bids from the final construction documents.

Alsea School District  
Construction Manager's Report

Fire Alarm Replacement

The budget summary for the Fire Alarm Replacement project is provided below. There was no significant change in December. We're waiting for a quote for electrical costs to add to the budget. There may also be excavation costs for routing cabling underground to the Play Shed if the District chooses that option. All additional costs are being evaluated prior to approval by the District.

Alsea School Fire Alarm Project Budget Summary - Updated January 3, 2025

Income

	Original Budget	Current Budget	Actual Income To-Date	Notes
General Funds	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	Funds approved by Board in November 2024
<b>Totals</b>	<b>\$ 200,000.00</b>	<b>\$ 200,000.00</b>	<b>\$ 200,000.00</b>	

Expenses

	Original Budget	Current Budget	Committed Costs	Paid To-Date	Notes
Construction Cost	\$ 200,000.00	\$ 180,000.00	\$ 166,240.00	\$ -	Costs for construction contractors
Design Fees			\$ -	\$ -	Design included in SFA contract.
Consultant Fees			\$ -	\$ -	None expected
Project Management		\$ 20,000.00	\$ 20,000.00	\$ 1,469.00	IMS not-to-exceed fee
Permits & Fees			\$ -	\$ -	Jurisdiction fees in construction contracts
Other Project Costs			\$ -	\$ -	None expected.
Owner's Contingency			NA	NA	
<b>Totals</b>	<b>\$ 200,000.00</b>	<b>\$ 200,000.00</b>	<b>\$ 186,240.00</b>	<b>\$ 1,469.00</b>	

**SCHEDULE**

Gym Seismic

The preliminary construction documents for the Gym Seismic project are scheduled for review in mid-January. Finalized construction documents for permitting and bidding are scheduled to be issued February 12.

Fire Alarm Replacement

Salem Fire Alarm provided preliminary design documents in early January. We're using these documents to resolve details such as panel locations and cable routing between buildings. We're also using them to coordinate electrical services. Final design documents for permitting and procurement are expected to be completed by the end of February.

**PROJECT-SPECIFIC ACTIVITY**

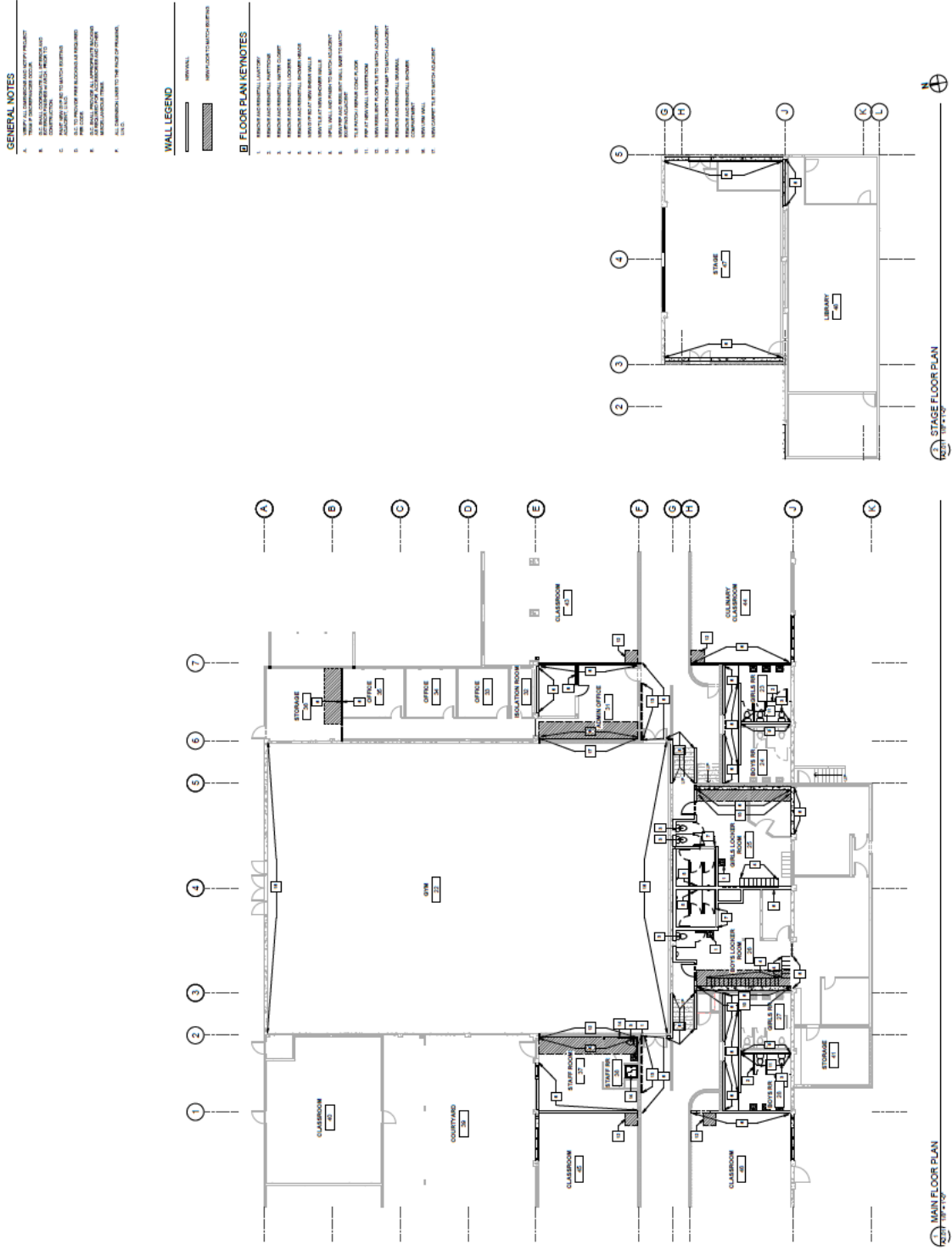
Gym Seismic

The main architectural plan for the Gym Seismic Retrofit project is included on the following page to show the extent of the areas being modified, as was requested by the Board last month. The primary areas affected by construction will be the locker rooms, the High School offices, the student restrooms, the staff room, the stage, and walls in the classrooms and the library that are adjacent to these areas. The locker rooms will see

# Alesea School District Construction Manager's Report

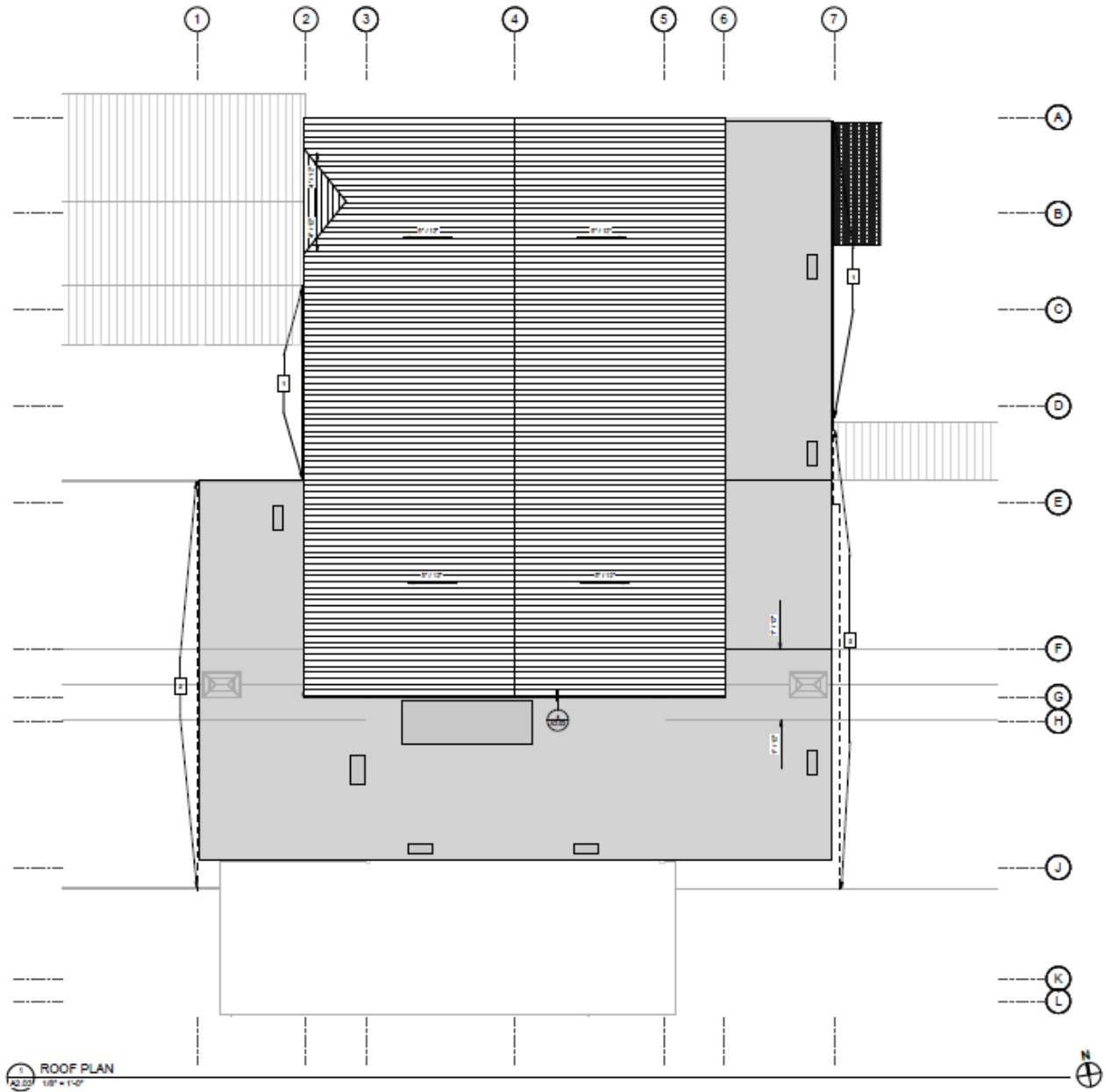
the most significant changes with impacts to all floors, walls and ceilings so they'll have all new finishes when work is completed.

The only work in the gym will be strengthening of the roof beams and infill of old masonry in the north and west wall. The floor and bleachers will not be affected by construction.



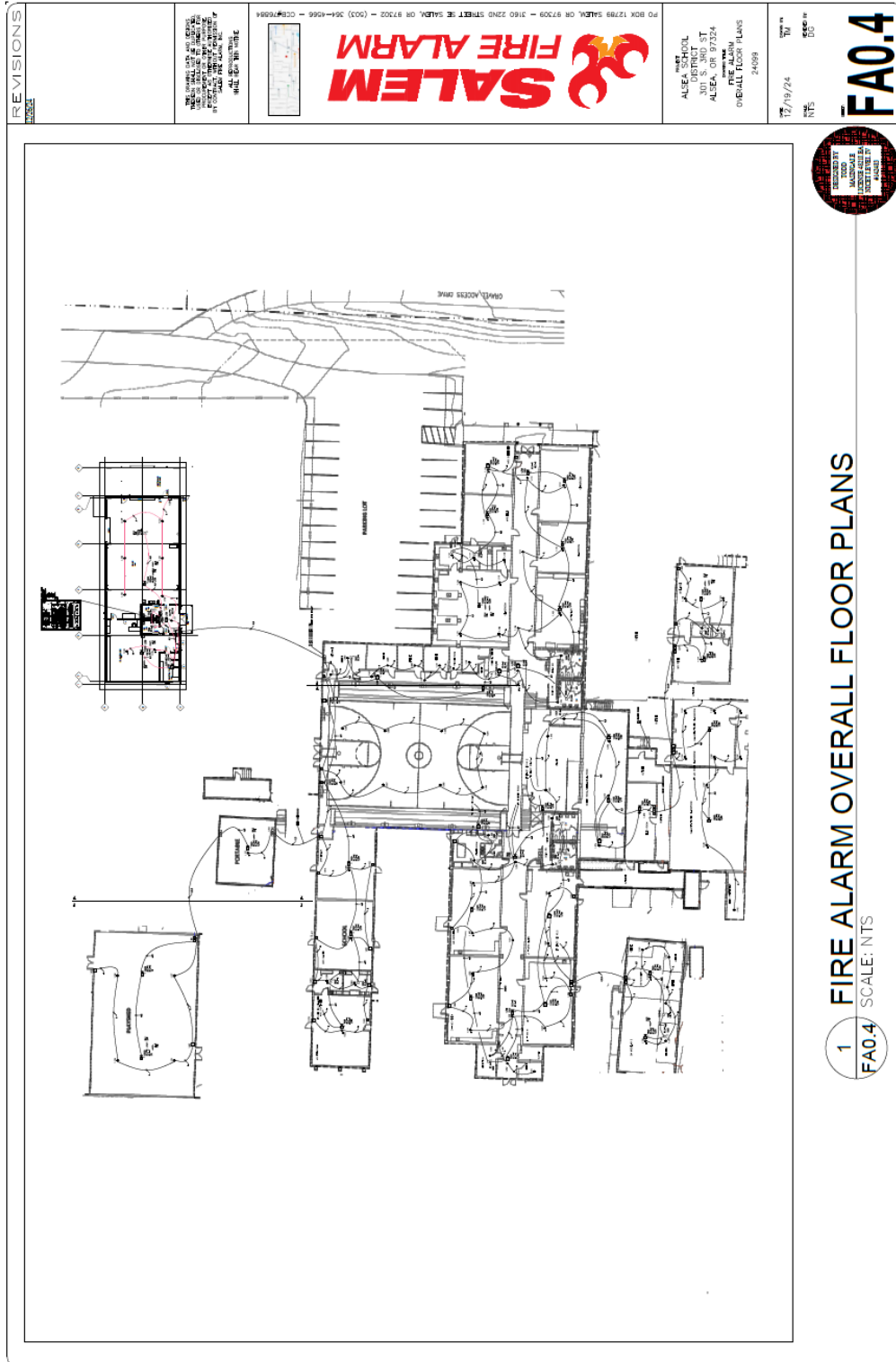
Alsea School District  
Construction Manager's Report

The plan below shows the areas of roof replacement with structural upgrades beneath. The new roof over the gym will be standing seam metal. The new roof over the offices, staff room, stage and restrooms will be either a built-up system or, if budget allows, a TPO membrane system.



Fire Alarm Replacement

The overall floor plan showing the extent of the fire alarm replacement is provided below. The new system will incorporate the Play Shed which currently has no fire alarm.



**COMMUNICATIONS**

IMS monthly reports are being provided to the School Board.





524 Main Street, Suite 2  
Oregon City, OR 97045  
503.659.2205

ALSEA SCHOOL DISTRICT  
301 S. 3RD ST.  
ALSEA, OR 97324

**ALSEA GYM  
SEISMIC RETROFIT**



**DEMO PLAN LEGEND**

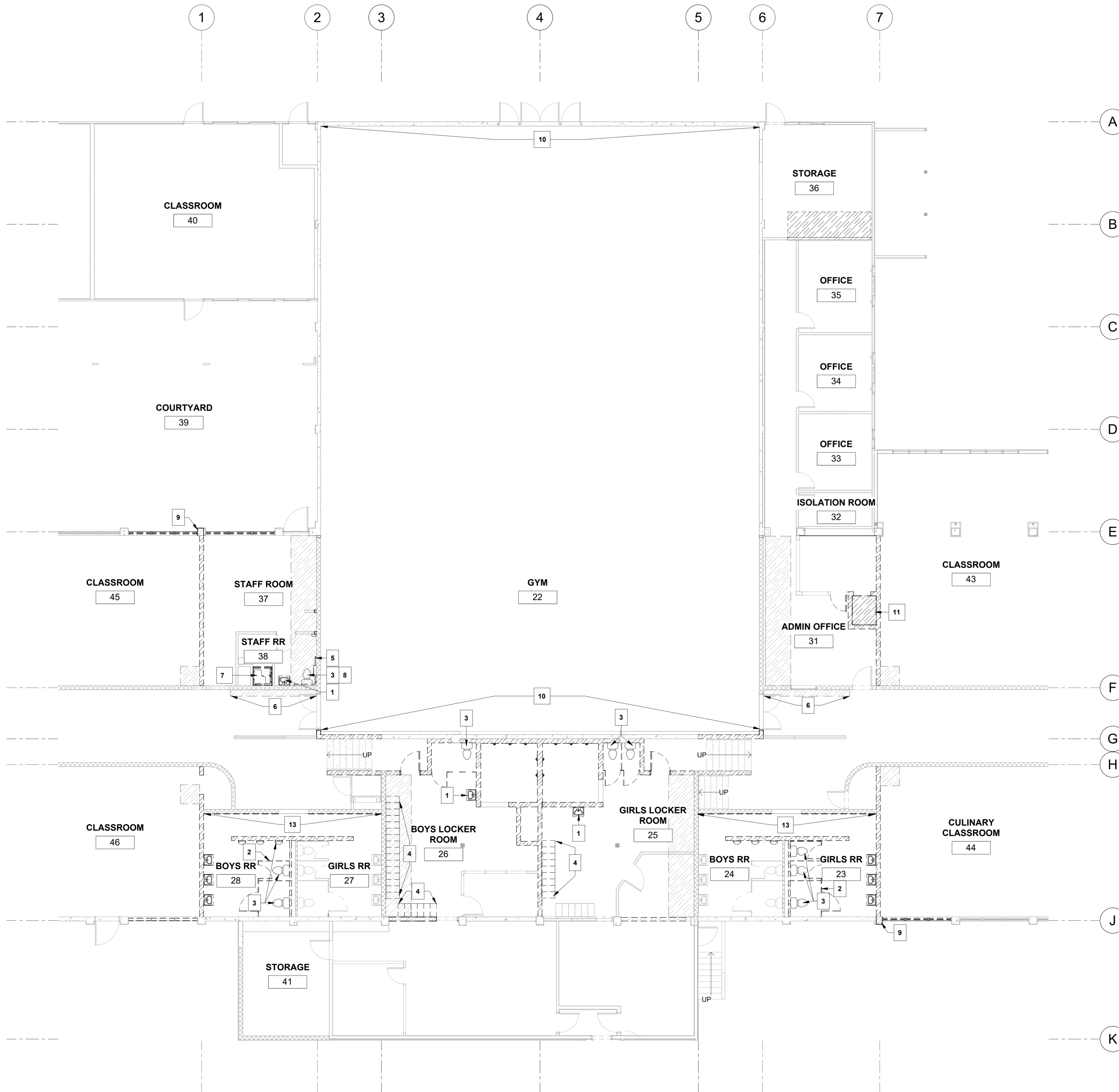
- (E) ELEMENT TO REMAIN
- (E) ELEMENT TO BE DEMOLISHED
- (E) WALL TO BE DEMOLISHED
- (E) FLOOR FINISH TO BE DEMOLISHED

**# DEMO PLAN KEYNOTES**

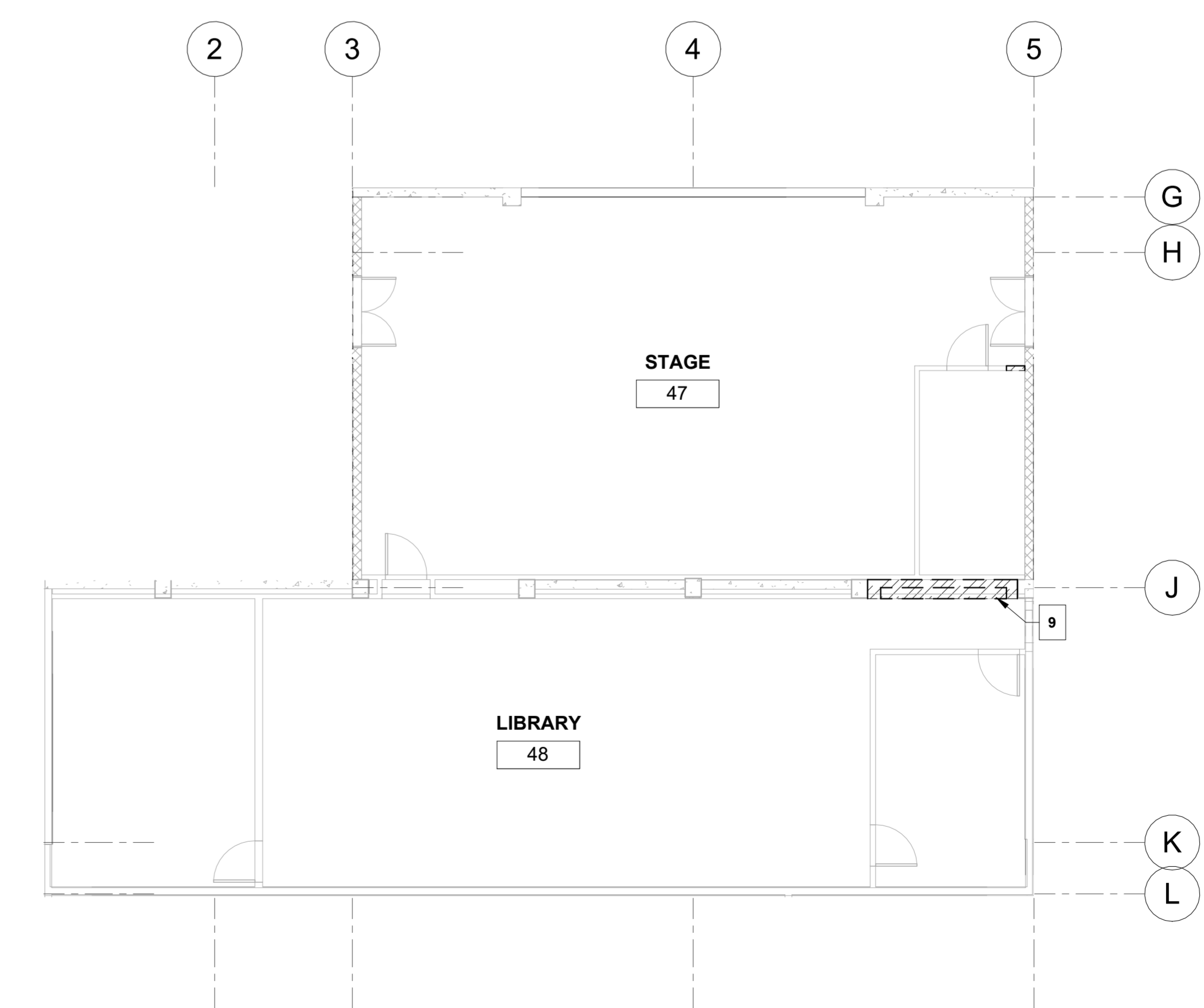
1. REMOVE AND STORE LAVATORY / URINAL FOR REINSTALLATION
2. REMOVE AND STORE PARTITIONS, PARTITION DOORS, AND ACCESSORIES FOR REINSTALLATION
3. REMOVE AND STORE WATER CLOSET FOR REINSTALLATION
4. REMOVE AND STORE LOCKERS FOR REINSTALLATION
5. REMOVE AND STORE GRABRAIL FOR REINSTALLATION
6. DEMOLITION PORTION OF (E) RAMP
7. REMOVE AND STORE SHOWER COMPARTMENT FOR REINSTALLATION
8. DEMO PORTION OF SLAB FOR RELOCATION OF WATER CLOSET
9. CONCRETE COLUMN CUTBACK TO ALLOW FOR SEISMIC JOINT (SEE STRUCT)
10. DEMO URM WALL
11. DEMO CEILING SLAB
12. DEMO CASEWORK
13. DEMO WALL FINISH

**DEMO PLAN GENERAL NOTES**

- A. ALL EXISTING BUILDING COLUMNS, EXTERIOR WALLS AND STRUCTURAL MEMBERS TO REMAIN, U.N.O.
- B. OBTAIN DEMOLITION PERMITS AND INCLUDE ALL COSTS OF SAME IN CONTRACT PRICE.
- C. CONTRACTOR SHALL KEEP CONSTRUCTION AREA FREE OF DUST AND DEBRIS FOR THE DURATION OF CONSTRUCTION AND SHALL BE RESPONSIBLE FOR DISPOSAL OF ALL DEBRIS.
- D. FURNISH ALL LABOR AND MATERIALS/EQUIPMENT TO COMPLETE DEMOLITION AND REMOVAL OF ALL ITEMS AS INDICATED. PATCH AND REPAIR INTERIOR SPACE AS REQUIRED UPON COMPLETION OF DEMOLITION. IF ANY QUESTIONS ARISE AS TO THE REMOVAL OF ANY MATERIAL, CLARIFY THE POINT IN QUESTION WITH PROJECT TEAM BEFORE PROCEEDING.
- E. IN PARTITIONS TO BE REMOVED, REMOVE AND CAP ALL OUTLETS, SWITCHES, WIRES, THERMOSTATS, ETC., TO THEIR SOURCE.
- F. REMOVE ALL ABANDONED ELECTRICAL CONDUIT, CABLING BACKBOARD AND EQUIPMENT, TYPICAL THROUGHOUT ENTIRE SPACE. AT COMPLETION OF DEMOLITION WORK, THE CONSTRUCTION AREA(S) SHALL BE LEFT IN "BROOM CLEAN" CONDITION. ALL DEBRIS AND MISCELLANEOUS MATERIAL SHALL BE REMOVED.
- G. IN ADDITION TO SPECIFIC DEMOLITION SCOPE IDENTIFIED, PERFORM MISCELLANEOUS DEMOLITION AS REQUIRED TO SUPPORT NEW CONSTRUCTION.
- H. NO EXISTING SMOKE DETECTOR, FIRE ALARM BOX OR SIMILAR DEVICE, INCLUDING THE ASSOCIATED WIRING SHALL BE DAMAGED DURING DEMOLITION AND SUBSEQUENT CONSTRUCTION.
- I. RELOCATION OF SMOKE DETECTORS, AND FIRE ALARM EQUIPMENT, NECESSITATED BY NEW CONSTRUCTION, SHALL BE ACCOMPLISHED AS A FIRST PRIORITY, AND PER THE PLANS. NO ACTIVE SMOKE DETECTOR SHALL BE PERMANENTLY COVERED OR OTHERWISE REMOVED OR USED FOR OTHER THAN ITS INTENDED PURPOSE. REMOVE TEMPORARY COVERS DAILY.
- J. REMOVAL OF ANY EQUIPMENT, CABLING SWITCHES, AND CONDUIT PERTAINING TO DATA/COMMUNICATIONS AND TELEPHONE SHALL BE VERIFIED WITH OWNER/TENANT AND PROJECT TEAM.
- K. EXISTING ELEMENTS SHOWN ON PLANS IS BASED ON AS-BUILT DRAWINGS AND NON-DESTRUCTIVE SITE OBSERVATION. FIELD VERIFY LOCATIONS, QUANTITIES AND CONFIGURATIONS OF EXISTING ELEMENTS. NOTIFY PROJECT TEAM IF EXISTING CONDITIONS ARE MATERIALLY DIFFERENT THAN WHAT IS SHOWN ON FLOOR PLANS. MARK MATERIAL DIFFERENCES DISCOVERED ON CONTRACTOR RE-DEFINED AS BUILTS.
- L. REMOVE AND SAVE ALL EXISTING EQUIPMENT ON WALLS TO BE DEMOLISHED AND SAVE FOR REINSTALLATION



**1 DEMOLITION FLOOR PLAN**  
AD2.01 1/8" = 1'-0"



**2 STAGE DEMO FLOOR PLAN**  
AD2.01 1/8" = 1'-0"



DESCRIPTION	DATE

PROJECT NO. P-2935-24  
DRAWN: JLS  
CHECKED: MBW  
DATE: 12-03-2024

DEMO FLOOR PLAN

**AD2.01**

100% DESIGN DEVELOPMENT | NOT FOR CONSTRUCTION

DEMO ROOF GENERAL NOTES

- A. NOTIFY ALL APPLICABLE REGULATORY AGENCIES 48 HOURS PRIOR TO BEGINNING WORK
- B. THE CONTRACTOR IS RESPONSIBLE FOR THE DESIGN, INSTALLATION AND MAINTENANCE OF ALL TEMPORARY ROOF ACCESS SYSTEMS. ALL SYSTEMS MUST COMPLY WITH OSHA.
- C. COORDINATE STAGING AND MATERIALS STORAGE AREA WITH DISTRICT PERSONNEL.
- D. THE PROPER DISPOSAL OF ALL DEMOLITION MATERIALS AND DEBRIS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL MAKE EFFORTS TO RECYCLE AS MUCH DEMOLITION MATERIALS AS POSSIBLE.
- E. ROOF REPLACEMENT SHALL BE APPROPRIATELY STAGED IN SEQUENCE TO PREVENT THE INTRUSION OF MOISTURE INTO ANY PORTION OF THE BUILDING.
- F. NO PORTION OF THE ROOF SHALL BE LEFT UNPROTECTED AGAINST THE ELEMENTS BETWEEN CONTRACTOR SHIFTS.
- G. CONTRACTORS SHOW IMMEDIATELY NOTIFY THE PROJECT TEAM UPON THE DISCOVERY OF ANY WATER INTRUSION RELATED DAMAGE UNDER THE EXISTING ROOF SYSTEM.
- H. EXISTING ELEMENTS SHOWN ON PLANS BASED ON AS-BUILT DRAWINGS AND NON-DESTRUCTIVE SITE OBSERVATION. FIELD VERIFY LOCATIONS, QUANTITIES AND CONFIGURATIONS OF EXISTING ELEMENTS. NOTIFY PROJECT TEAM IF EXISTING CONDITIONS ARE MATERIALLY DIFFERENT THAN WHAT IS SHOWN ON PLANS. MARK MATERIAL DIFFERENCES DISCOVERED ON CONTRACTOR RED-LINED AS BUILTS.
- I. DEMO AND SAVE EXISTING EQUIPMENT FOR REINSTALL WHERE ROOF REPLACEMENT IS TO OCCUR.



ALSEA SCHOOL DISTRICT  
301 S. 3RD ST.  
ALSEA, OR 97324

ALSEA GYM  
SEISMIC RETROFIT

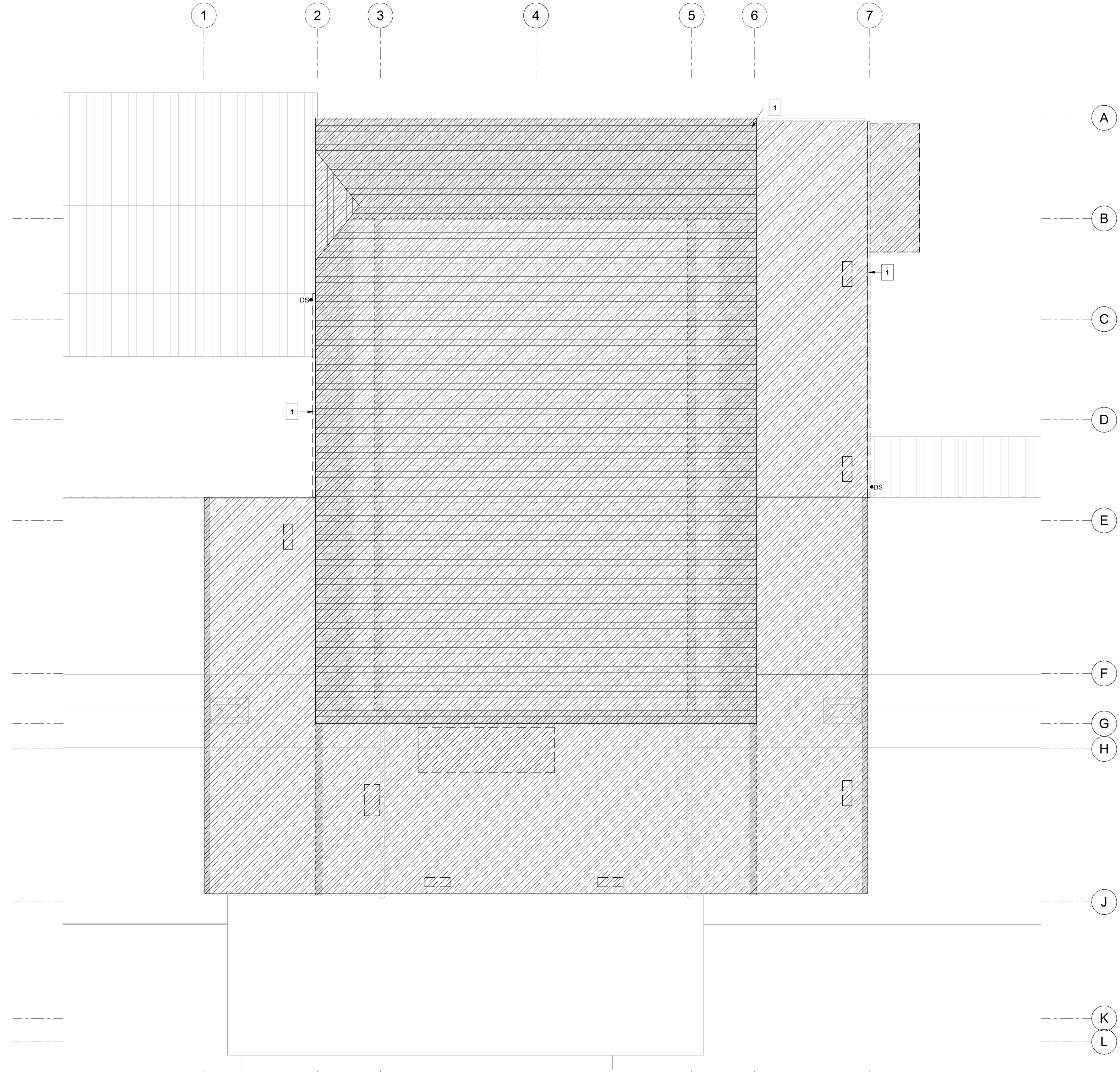


DEMO ROOF LEGEND

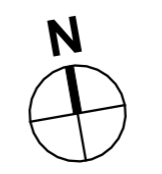
- (E) METAL ROOFING TO BE DEMOLISHED TO (E) SHEATHING
- (E) BUR TO BE DEMOLISHED DOWN TO (E) SHEATHING
- (E) SHEATHING TO BE DEMOLISHED
- (E) ELEMENT TO BE DEMOLISHED
- STEP IN ROOF
- ROOF SLOPE
- DOWNSPOUT LOCATION
- (E) EQUIPMENT

# DEMO ROOF PLAN KEYNOTES

- 1. DEMO (E) GUTTERS, AND DOWNSPOUTS



1 DEMO ROOF PLAN  
AD2.03 1/8" = 1'-0"



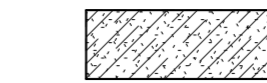
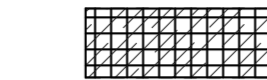



DESCRIPTION	DATE:

PROJECT NO. P-2935-24  
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DEMO ROOF PLAN

AD2.03

**DEMO RCP LEGEND**

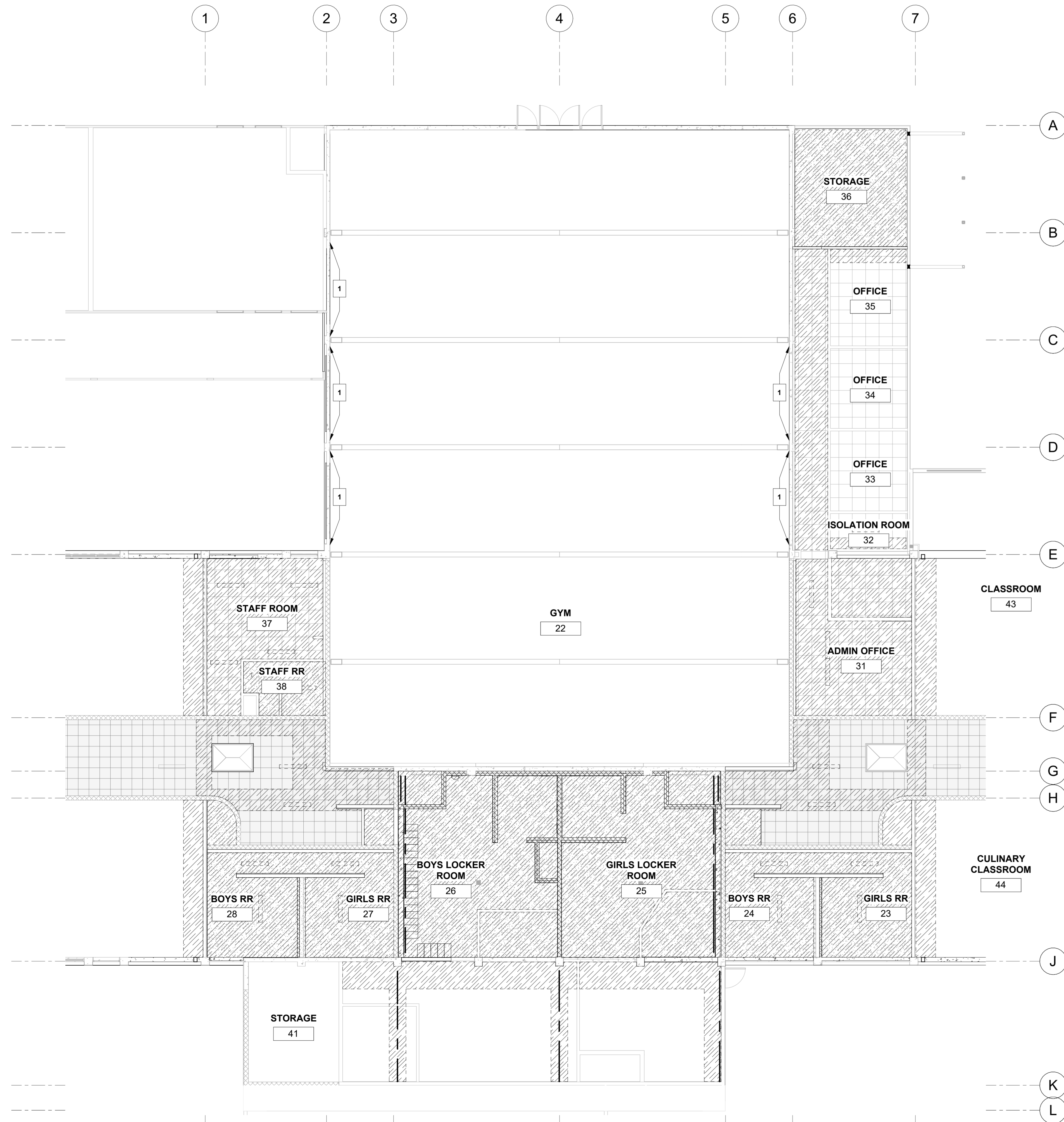
-  DEMO (E) GYP CEILING
-  DEMO (E) 24" x 24" ACT CEILING
-  DEMO (E) 24" x 48" ACT CEILING
-  (E) SKYLIGHT
-  (E) LIGHTING

**# DEMO RCP KEYNOTES**

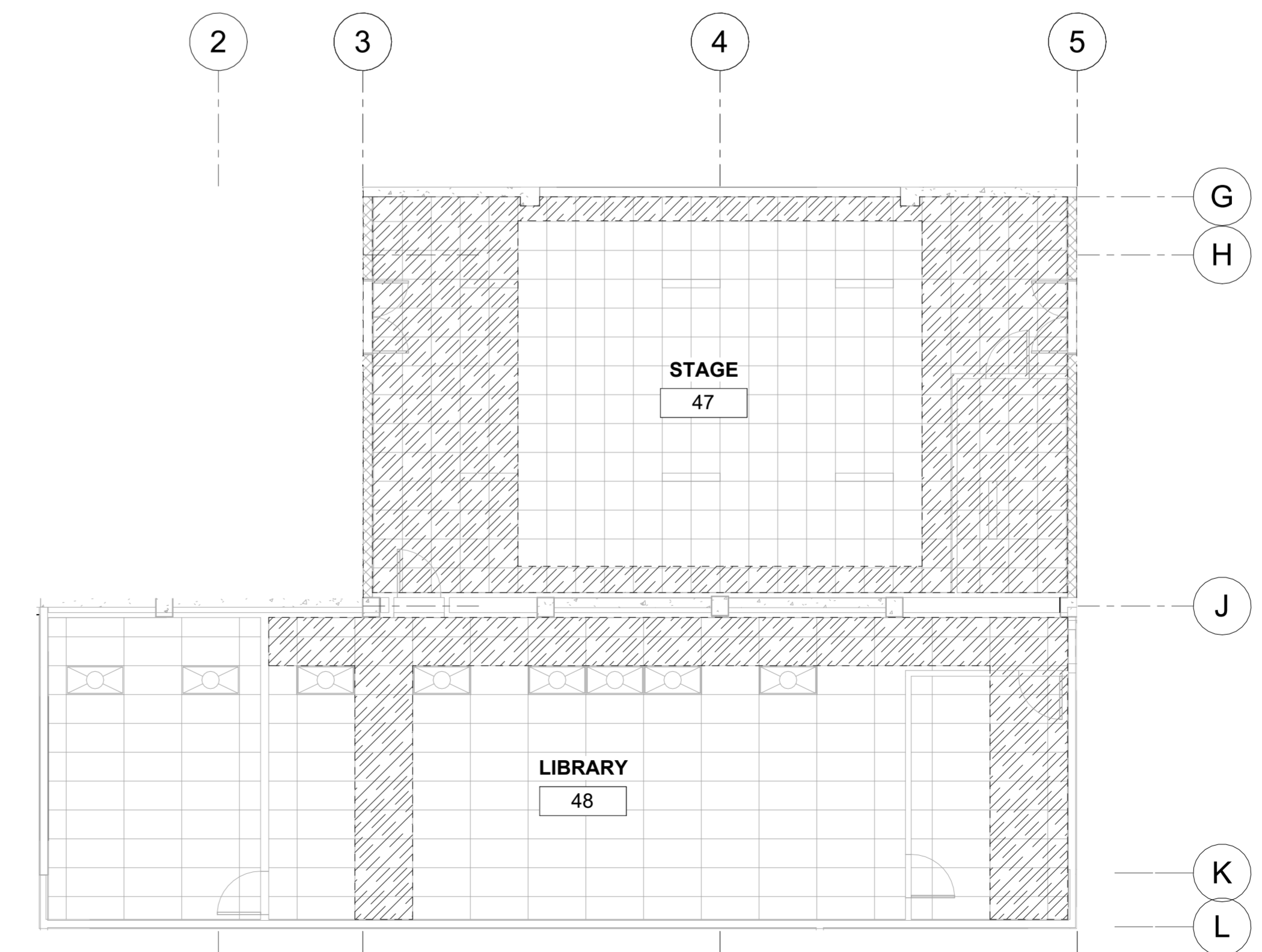
1. DEMO URM WALL

**DEMO PLAN GENERAL NOTES**

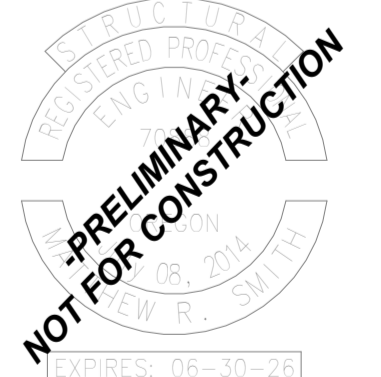
- A. ALL EXISTING BUILDING COLUMNS, EXTERIOR WALLS AND STRUCTURAL MEMBERS TO REMAIN, U.N.O.
- B. OBTAIN DEMOLITION PERMITS AND INCLUDE ALL COSTS OF SAME IN CONTRACT PRICE.
- C. CONTRACTOR SHALL KEEP CONSTRUCTION AREA FREE OF DUST AND DEBRIS FOR THE DURATION OF CONSTRUCTION AND SHALL BE RESPONSIBLE FOR DISPOSAL OF ALL DEBRIS.
- D. FURNISH ALL LABOR AND MATERIALS/EQUIPMENT TO COMPLETE DEMOLITION AND REMOVAL OF ALL ITEMS AS INDICATED. PATCH AND REPAIR INTERIOR SPACE AS REQUIRED UPON COMPLETION OF DEMOLITION. IF ANY QUESTIONS ARISE AS TO THE REMOVAL OF ANY MATERIAL, CLARIFY THE POINT IN QUESTION WITH PROJECT TEAM BEFORE PROCEEDING.
- E. IN PARTITIONS TO BE REMOVED, REMOVE AND CAP ALL OUTLETS, SWITCHES, WIRES, THERMOSTATS, ETC., TO THEIR SOURCE.
- F. REMOVE ALL ABANDONED ELECTRICAL CONDUIT, CABLING BACKBOARD AND EQUIPMENT, TYPICAL THROUGHOUT ENTIRE SPACE. AT COMPLETION OF DEMOLITION WORK, THE CONSTRUCTION AREA(S) SHALL BE LEFT IN "BROOM CLEAN" CONDITION. ALL DEBRIS AND MISCELLANEOUS MATERIAL SHALL BE REMOVED.
- G. IN ADDITION TO SPECIFIC DEMOLITION SCOPE IDENTIFIED, SUPPORT NEW CONSTRUCTION.
- H. NO EXISTING SMOKE DETECTOR, FIRE ALARM BOX OR SIMILAR DEVICE, INCLUDING THE ASSOCIATED WIRING SHALL BE DAMAGED DURING DEMOLITION AND SUBSEQUENT CONSTRUCTION.
- I. RELOCATION OF SMOKE DETECTORS, AND FIRE ALARM EQUIPMENT, NECESSITATED BY NEW CONSTRUCTION, SHALL BE ACCOMPLISHED AS A FIRST PRIORITY, AND PER THE PLANS. NO ACTIVE SMOKE DETECTOR SHALL BE PERMANENTLY COVERED OR OTHERWISE REMOVED OR USED FOR OTHER THAN ITS INTENDED PURPOSE. REMOVE TEMPORARY COVERS DAILY.
- J. REMOVAL OF ANY EQUIPMENT, CABLING SWITCHES, AND CONDUIT PERTAINING TO DATA/COMMUNICATIONS AND TELEPHONE SHALL BE VERIFIED WITH OWNER/TENANT AND PROJECT TEAM.
- L. EXISTING ELEMENTS SHOWN ON PLANS IS BASED ON AS-BUILT DRAWINGS AND NON-DESTRUCTIVE SITE OBSERVATION. FIELD VERIFY LOCATIONS, QUANTITIES AND CONFIGURATIONS OF EXISTING ELEMENTS. NOTIFY PROJECT TEAM IF EXISTING CONDITIONS ARE MATERIALLY DIFFERENT THAN WHAT IS SHOWN ON FLOOR PLANS. MARK MATERIAL DIFFERENCES DISCOVERED ON CONTRACTOR RED-LINED AS BUILTS.
- K. DEMOLISH ACT CEILINGS TO NEXT CLOSEST CEILING GRID
- L. EXISTING LIGHT FIXTURES TO BE REMOVED AND RETAINED FOR RE-INSTALLATION AS NEEDED TO ACCOMMODATE WORK



**1 DEMOLITION REFLECTED CEILING PLAN**  
AD6.10 1/8" = 1'-0"



**2 DEMOLITION RCP AT STAGE**  
AD6.10 1/8" = 1'-0"



DESCRIPTION	DATE

PROJECT NO. P-2935-24  
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**DEMOLITION  
REFLECTED  
CEILING PLAN**



ALSEA SCHOOL DISTRICT  
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SEISMIC RETROFIT**



**GENERAL NOTES**

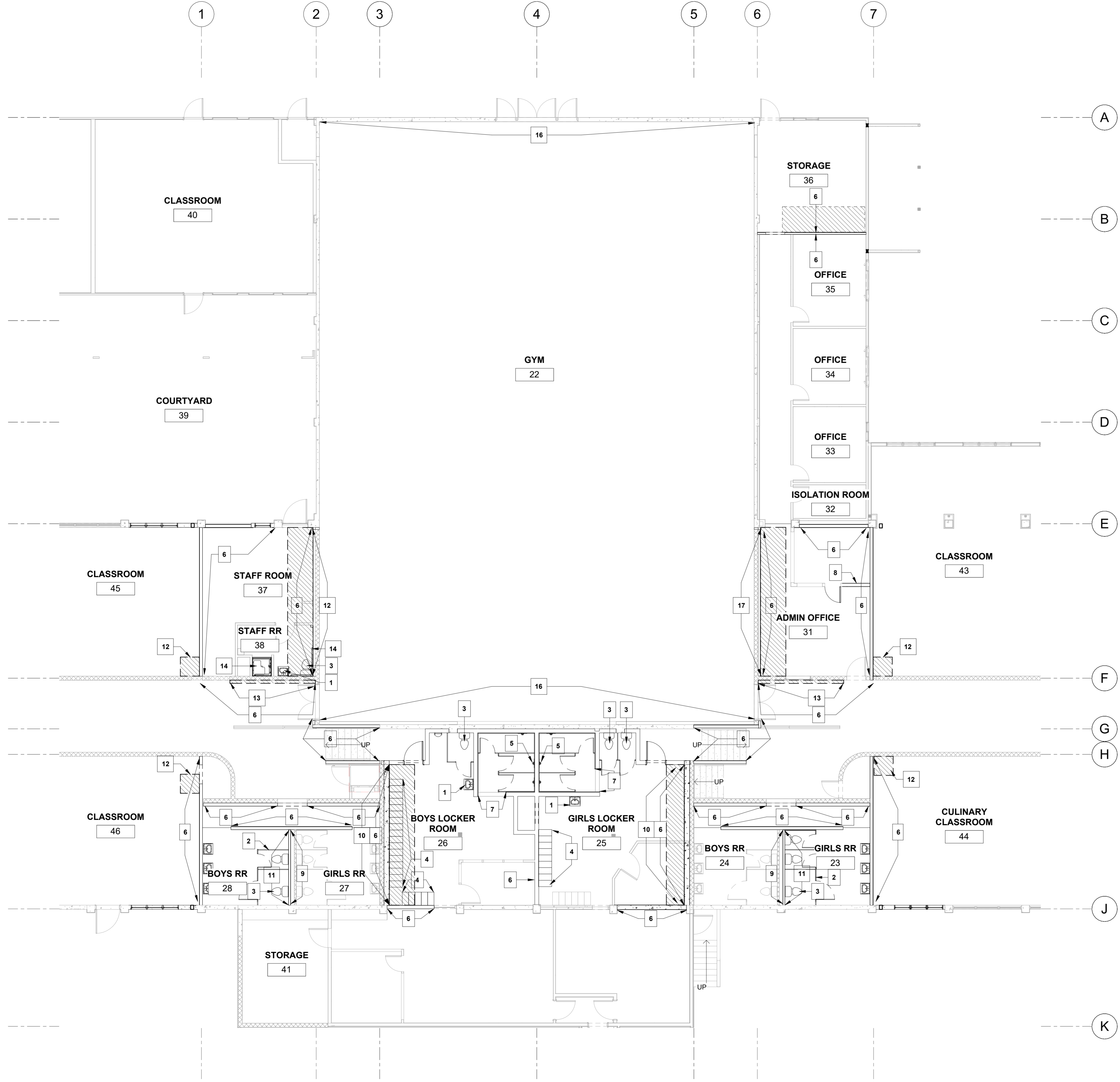
- A. VERIFY ALL DIMENSIONS AND NOTIFY PROJECT TEAM IF DISCREPANCIES OCCUR.
- B. G.C. SHALL COORDINATE ALL INTERIOR AND EXTERIOR FINISHES w/ ARCH. PRIOR TO CONSTRUCTION.
- C. PAINT NEW GYP BD TO MATCH EXISTING ADJACENT, U.N.O.
- D. G.C. TO PROVIDE FIRE BLOCKING AS REQUIRED PER CODE.
- E. G.C. SHALL PROVIDE ALL APPROPRIATE BACKING AS REQUIRED FOR ACCESSORIES AND OTHER MISCELLANEOUS ITEMS.
- F. ALL DIMENSION LINES TO THE FACE OF FRAMING, U.N.O.

**WALL LEGEND**

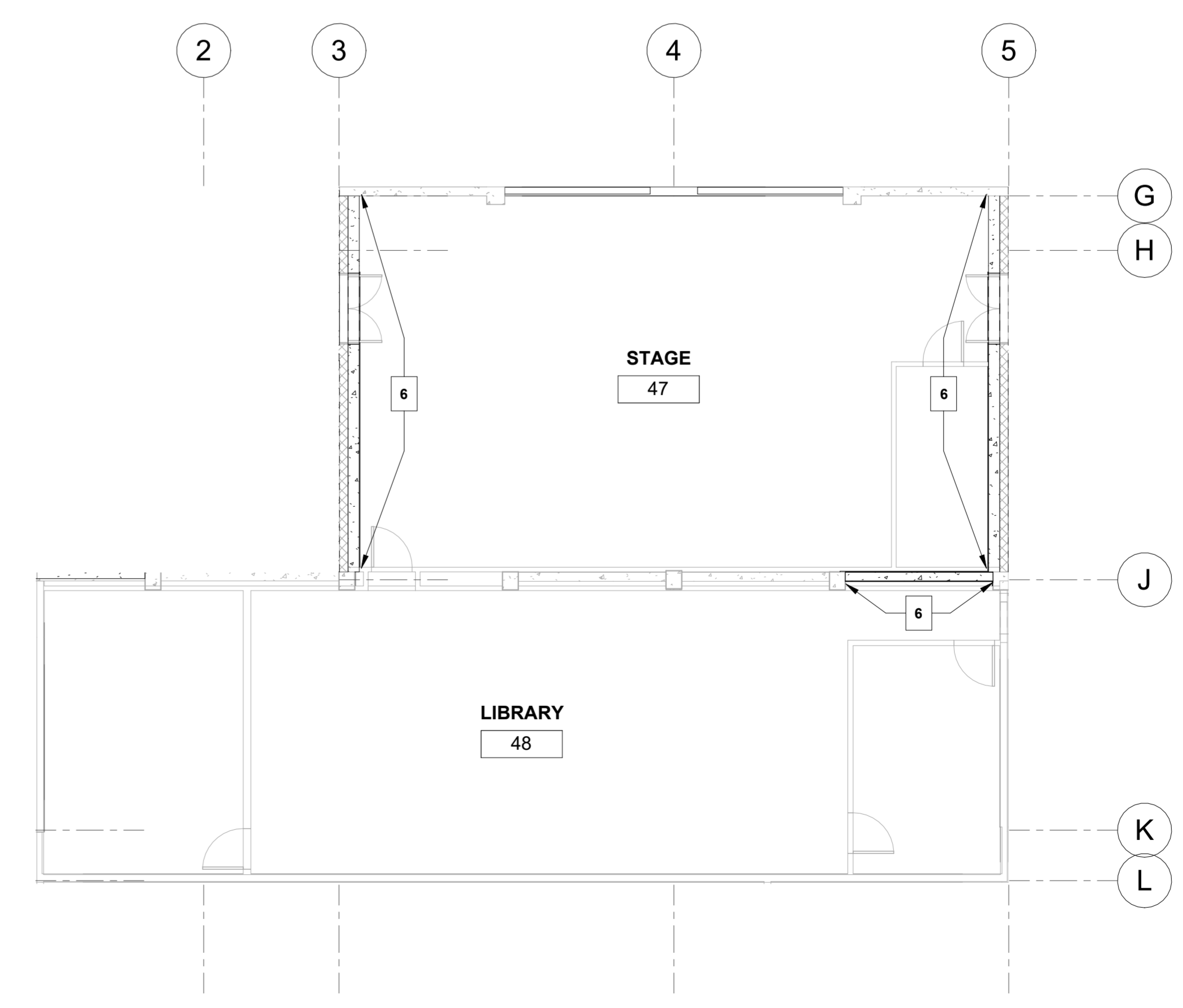
- NEW WALL
- NEW FLOOR TO MATCH EXISTING

**FLOOR PLAN KEYNOTES**

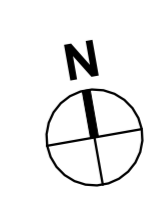
1. REMOVE AND REINSTALL LAVATORY
2. REMOVE AND REINSTALL PARTITIONS
3. REMOVE AND REINSTALL WATER CLOSET
4. REMOVE AND REINSTALL LOCKERS
5. REMOVE AND REINSTALL SHOWER HEADS
6. NEW GYP BD AT NEW SHEAR WALLS
7. NEW TILE AT NEW SHOWER WALLS
8. INFILL WALL AND FINISH TO MATCH ADJACENT
9. NEW FRP AND RESILIENT WALL BASE TO MATCH EXISTING ADJACENT
10. TILE PATCH / REPAIR CONC FLOOR
11. FRP AT NEW WALL IN RESTROOM
12. NEW RESILIENT FLOOR TILE TO MATCH ADJACENT
13. REBUILD PORTION OF RAMP TO MATCH ADJACENT
14. REMOVE AND REINSTALL GRABRAIL
15. REMOVE AND REINSTALL SHOWER COMPARTMENT
16. NEW URM WALL
17. NEW CARPET TILE TO MATCH ADJACENT



1 MAIN FLOOR PLAN  
A2.01 1/8" = 1'-0"



2 STAGE FLOOR PLAN  
A2.01 1/8" = 1'-0"



DESCRIPTION	DATE

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FLOOR PLAN

**A2.01**

100% DESIGN DEVELOPMENT | NOT FOR CONSTRUCTION

**ROOF PLAN GENERAL NOTES**

- A. ALL WORK AND MATERIALS SHALL CONFORM TO ALL APPLICABLE STATE AND LOCAL REGULATIONS, STANDARDS AND MFR. SPECIFICATIONS AND THE 2022 OSSC. CONTACT PROJECT TEAM FOR DIRECTIVE IN THE EVENT OF CONFLICTING STANDARDS AND SPECS.
- B. VERIFY ALL DIMENSIONS, ELEVATIONS AND LOCATIONS PRIOR TO CONSTRUCTION. NOTIFY PROJECT TEAM OF ANY DISCREPANCIES. DIMENSIONS ON THIS PLAN ARE NOT SUITABLE FOR MATERIAL ORDERING USE. CONTRACTOR MUST FIELD VERIFY ALL DIMENSIONS PRIOR TO BIDDING AND ORDERING.
- C. THE CONTRACTOR IS RESPONSIBLE FOR THE DESIGN, INSTALLATION, AND MAINTENANCE OF ALL TEMPORARY ROOF ACCESS SYSTEMS. ALL SYSTEMS MUST COMPLY WITH OSHA.
- D. COORDINATE STAGING AND MATERIALS STORAGE AREA WITH ANY APPLICABLE PARTIES.
- E. SECURITY OF STORED MATERIAL IS THE RESPONSIBILITY OF THE CONTRACTOR.
- F. NO PORTION OF THE ROOF SHALL BE LEFT UNPROTECTED AGAINST THE ELEMENTS BETWEEN CONTRACTOR SHIFTS.
- G. REINSTALL EXISTING ROOFTOP EQUIPMENT.
- H. SEE PLAN SET AND/OR SPECIFICATIONS FOR MORE INFORMATION.



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**ALSEA GYM  
SEISMIC RETROFIT**



**ROOF SYMBOLS**

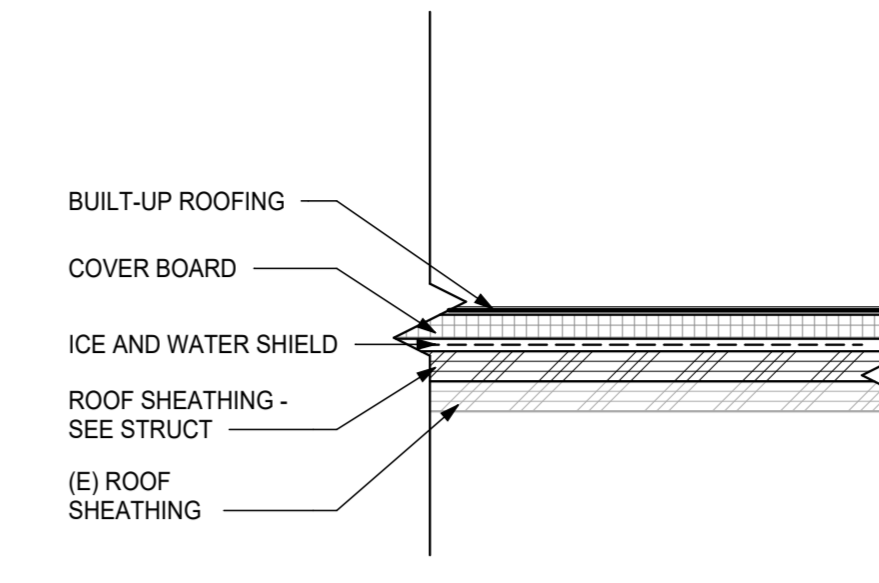
- ROOF SLOPE
- EXISTING EQUIPMENT

**ROOF TYPE LEGEND**

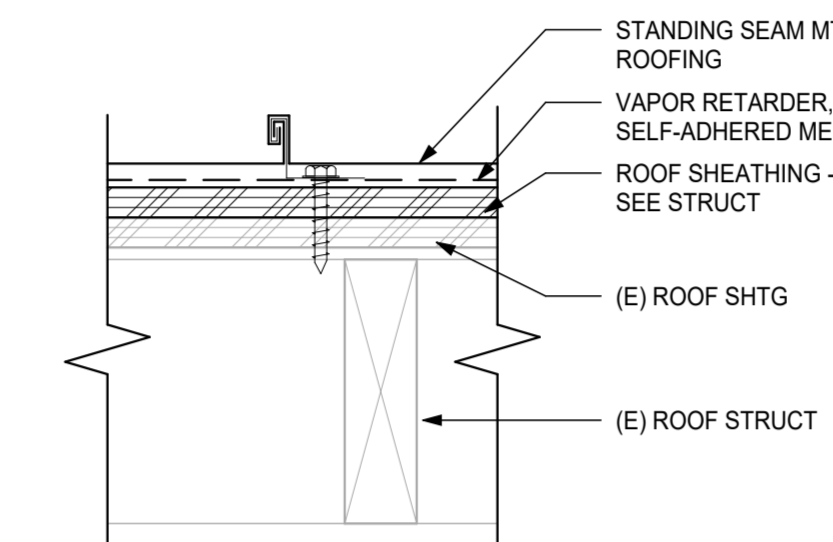
- ▨ NEW STANDING SEAM METAL ROOF
- NEW BUILT UP ROOF
- ▨ NEW ASPHALT SHINGLE ROOF

**ROOF PLAN KEYNOTES**

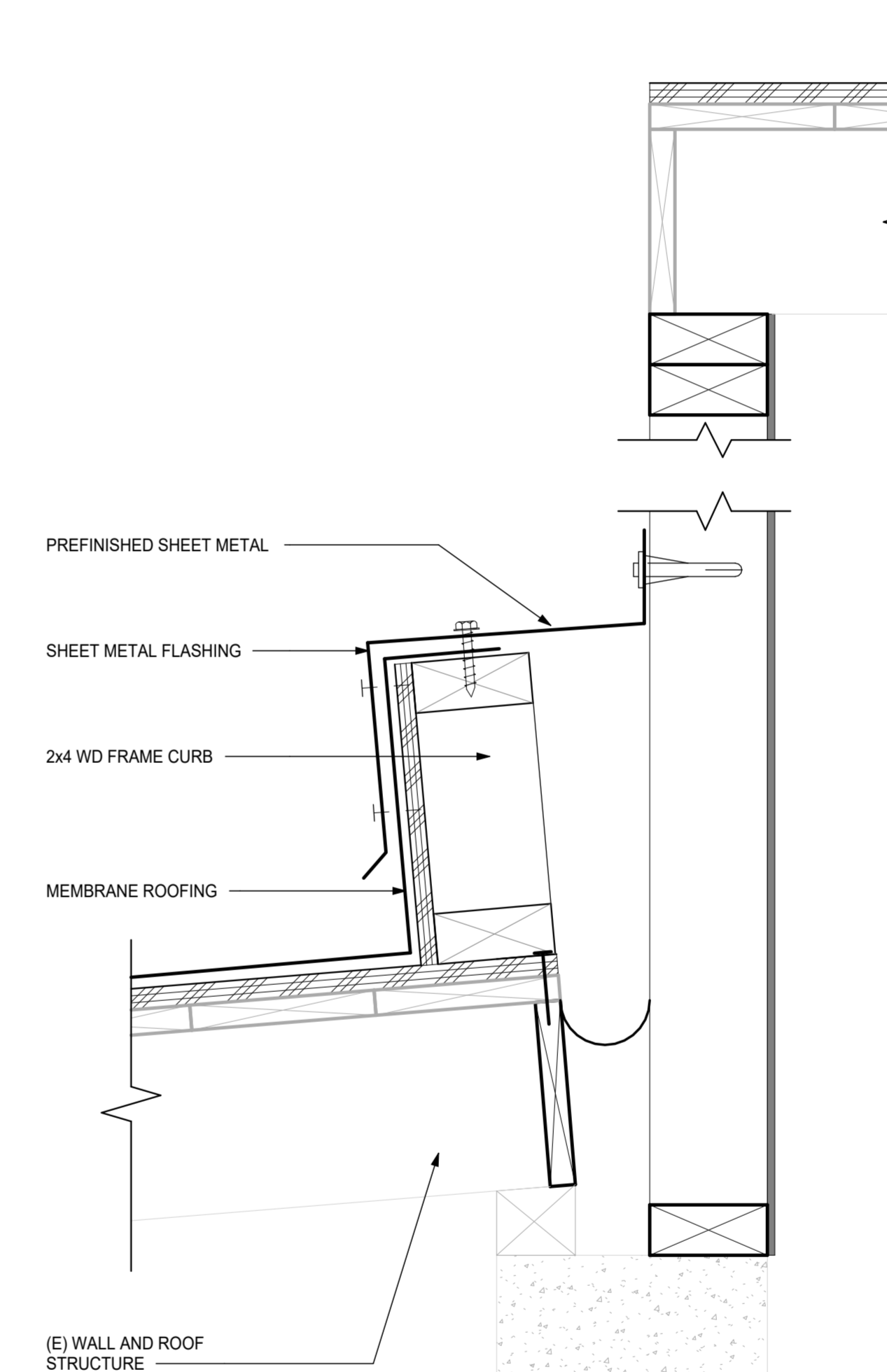
- 1. PRE-FINISHED GUTTER AND DOWNSPOUTS w/ CLEANOUTS. MATCH EXISTING DOWNSPOUT LOCATIONS AND COLOR
- 2. SEISMIC JOINT



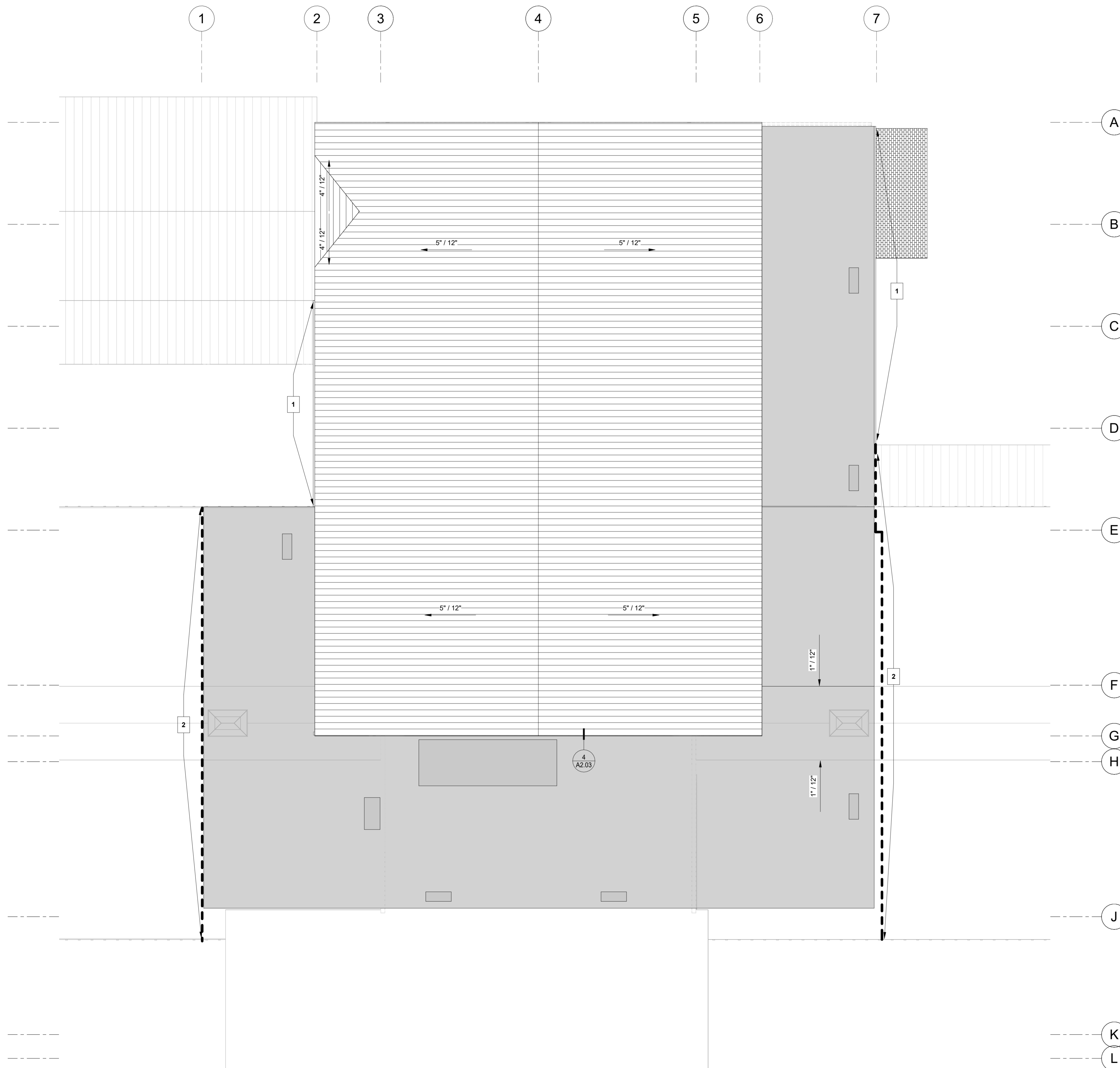
2 ROOF ASSEMBLY - A  
A2.03 3" = 1'-0"



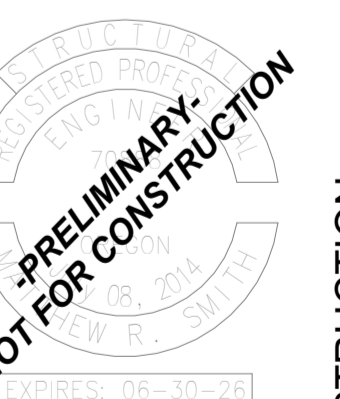
3 ROOF ASSEMBLY - TYPE B  
A2.03 3" = 1'-0"



4 JOINT COVER DETAIL  
A2.03 3" = 1'-0"



1 ROOF PLAN  
A2.03 1/8" = 1'-0"



DESCRIPTION	DATE

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ROOF PLAN

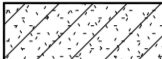


**A2.03**

100% DESIGN DEVELOPMENT | NOT FOR CONSTRUCTION

**RCP GENERAL NOTES**

- A. PROVIDE WALL BACKING FOR REINFORCEMENT AS REQUIRED.
- B. PROVIDE SOLID BLOCKING FOR ALL 'J' BOXES, SUSPENDED LIGHT AND CEILING FAN FIXTURES, TELEVISION SUPPORT, ARTIFACT SHELVES AND ANY OTHER CEILING MOUNTED EQUIPMENT.
- C. THE MEANS OF EGRESS ILLUMINATION LEVEL SHALL BE NOT LESS THAN 1 FOOTCANDLE AT THE WALKING SURFACE, ALONG EXIT ACCESS STAIRWAYS, EXIT STAIRWAYS AND AT THEIR REQUIRED LANDINGS. THE ILLUMINATION LEVEL SHALL NOT BE LESS THAN 10 FOOTCANDLES AT THE WALKING SURFACE WHEN THE STAIRWAY IS IN USE.
- D. ALL EXPOSED CONDUITS AND 'J' BOXES SHALL BE PAINTED TO MATCH THE ADJACENT FINISH U.N.O.
- E. ALL ROOMS THAT ARE TO RECEIVE A CEILING PATCH SHALL HAVE ALL OF HARD LID PAINTED TO MATCH EXISTING ADJACENT U.N.O.
- F. REINSTALL ALL (E) LIGHTING FIXTURES REMOVED DURING CEILING DEMO

**CEILING LEGEND :**

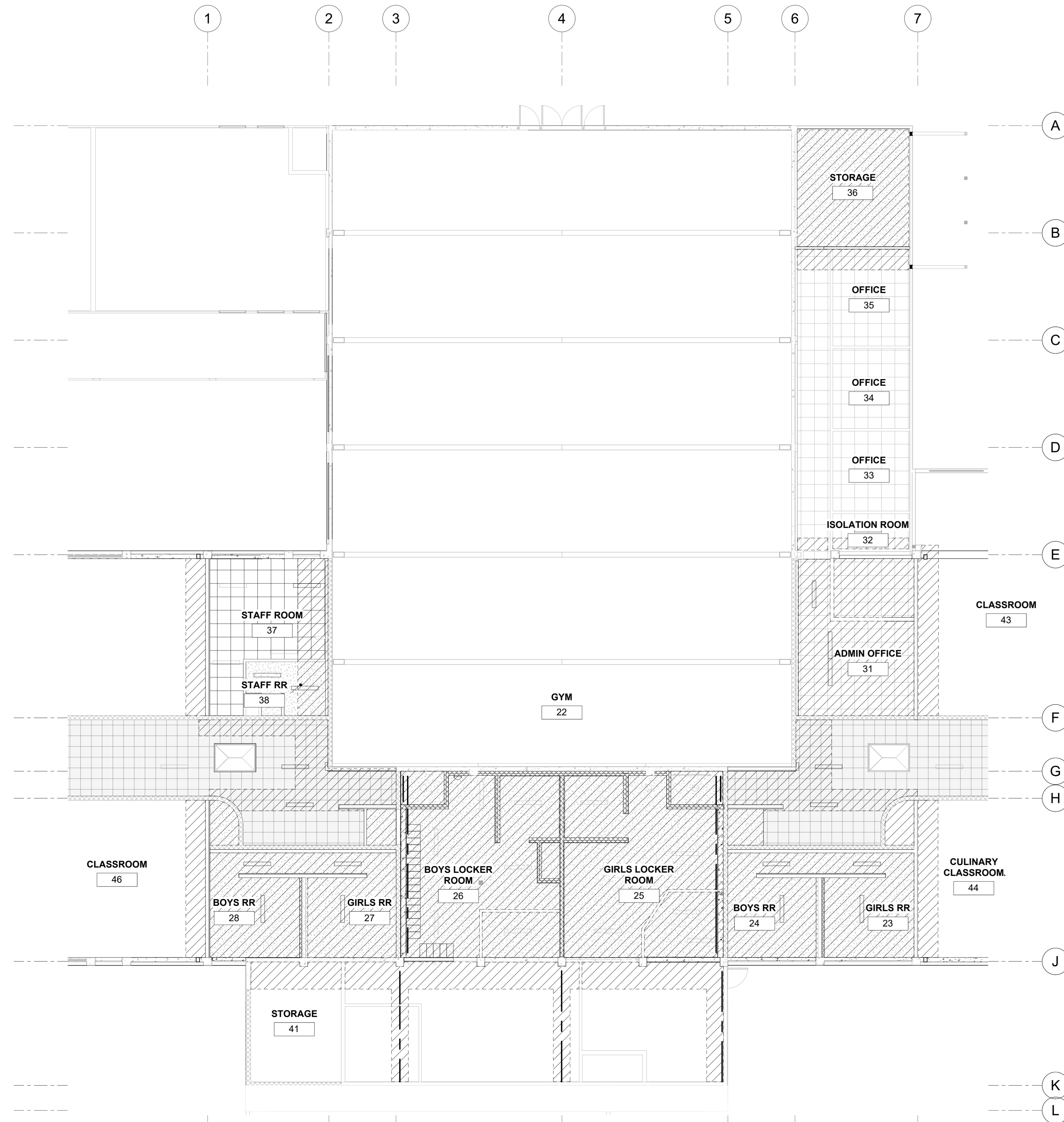
-  NEW GYP CEILING TO MATCH EXISTING
-  NEW 24" x 24" ACT CEILING TO MATCH EXISTING
-  NEW 24" x 48" ACT CEILING TO MATCH EXISTING

**RCP KEYNOTES**

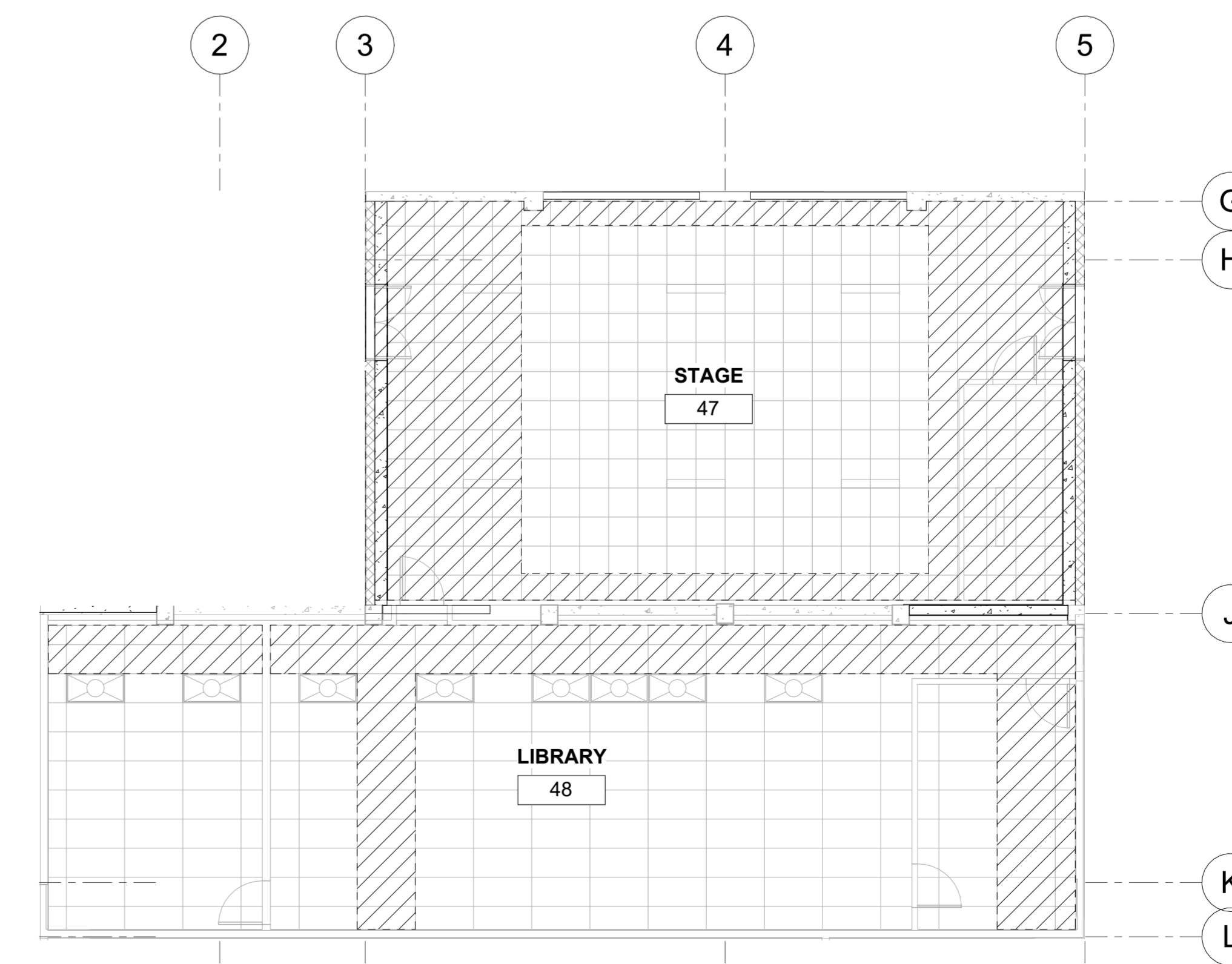


ALSEA SCHOOL DISTRICT  
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**ALSEA GYM  
SEISMIC RETROFIT**



**1 MAIN LEVEL RCP**  
A6.01 1/8" = 1'-0"



**2 STAGE RCP**  
A6.01 1/8" = 1'-0"



DESCRIPTION	DATE

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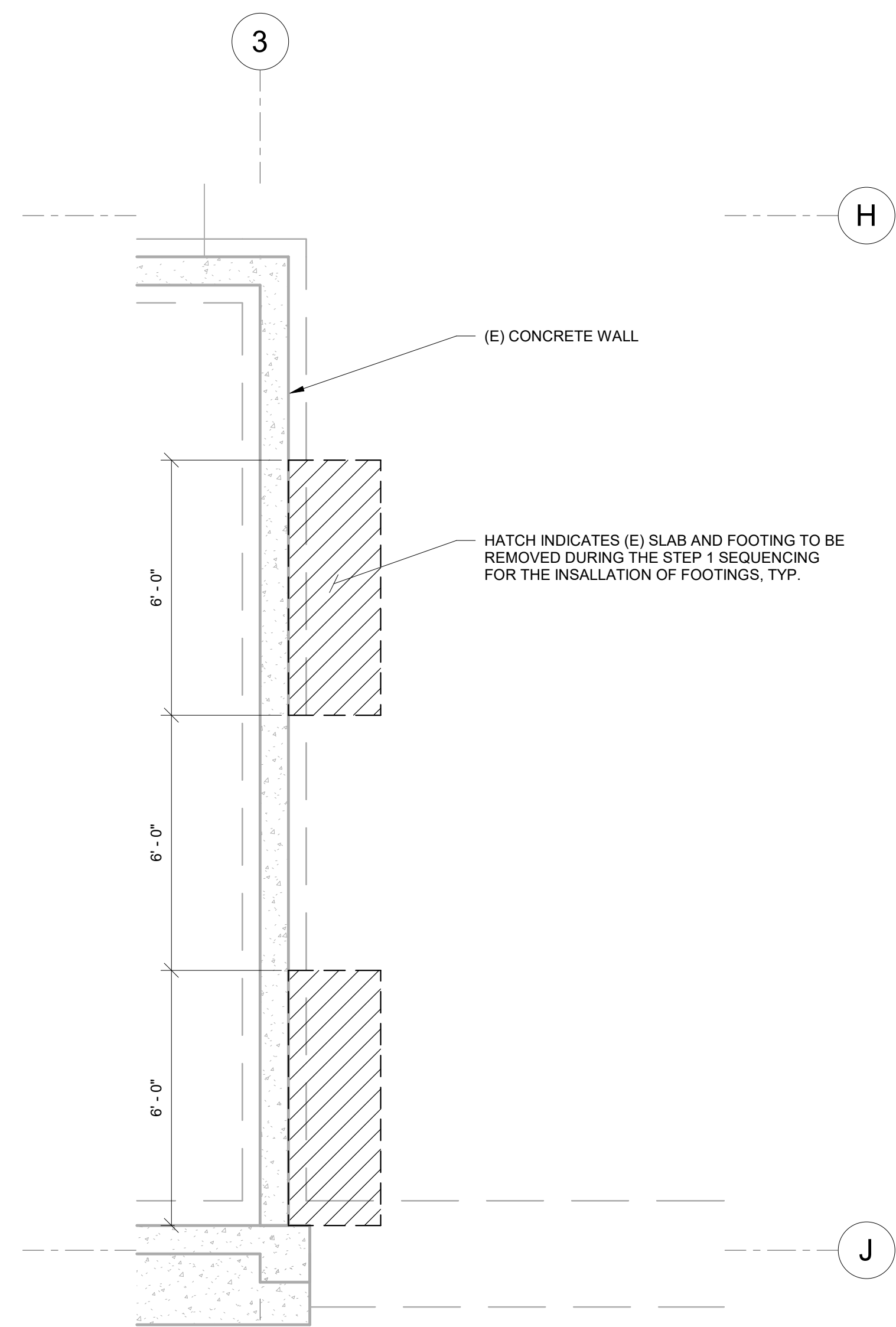
REFLECTED  
CEILING PLAN

**A6.01**

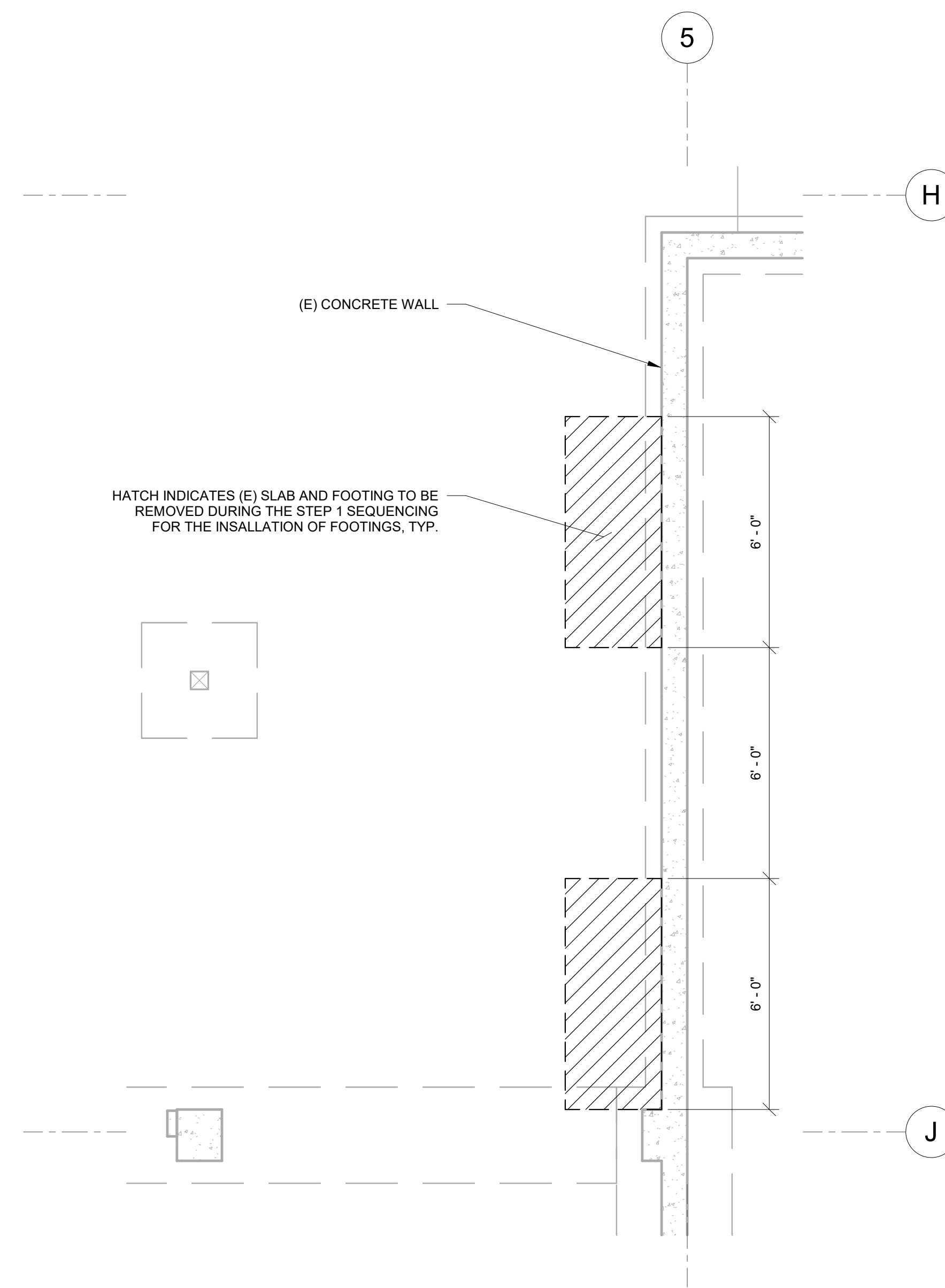
100% DESIGN DEVELOPMENT | NOT FOR CONSTRUCTION



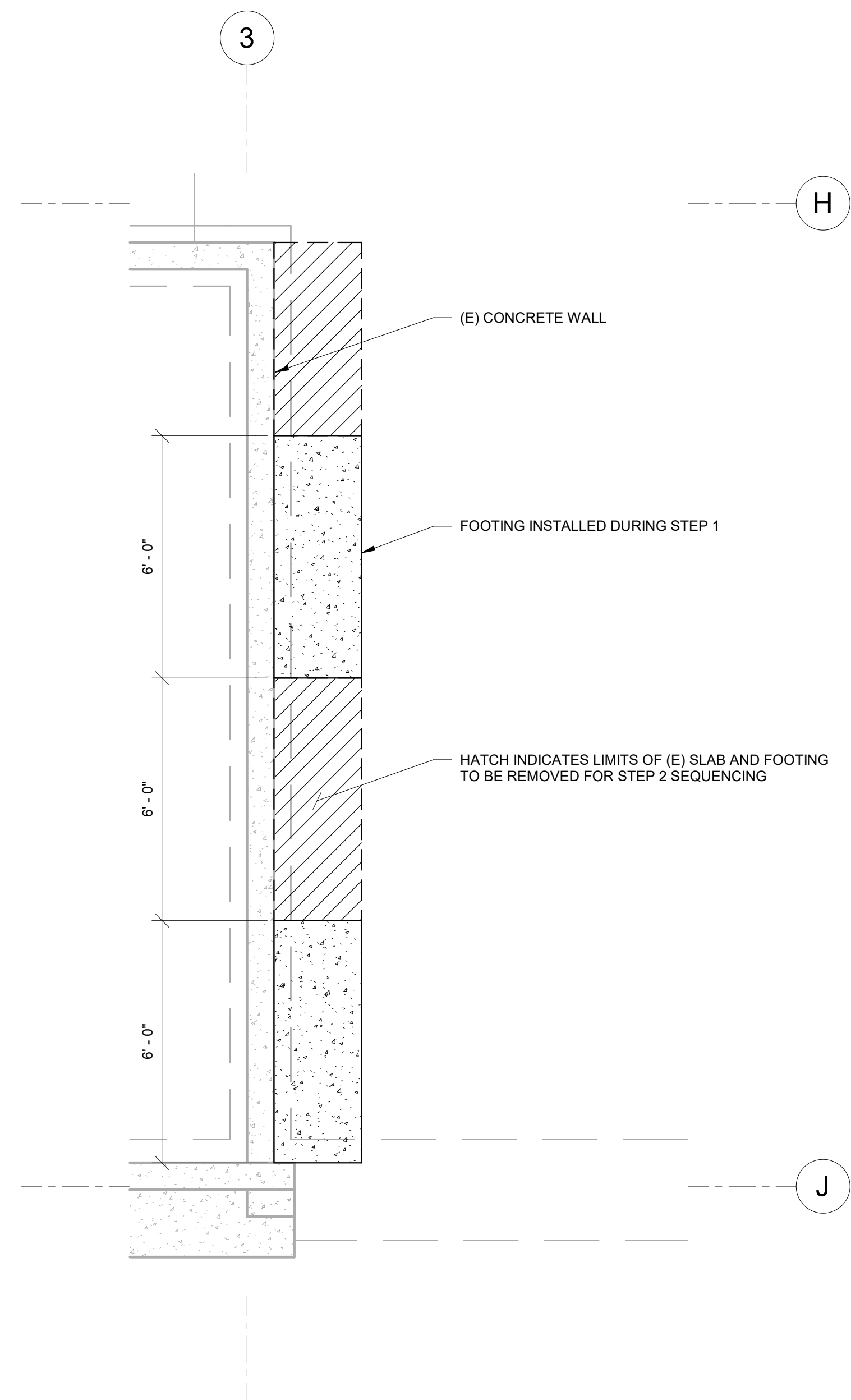




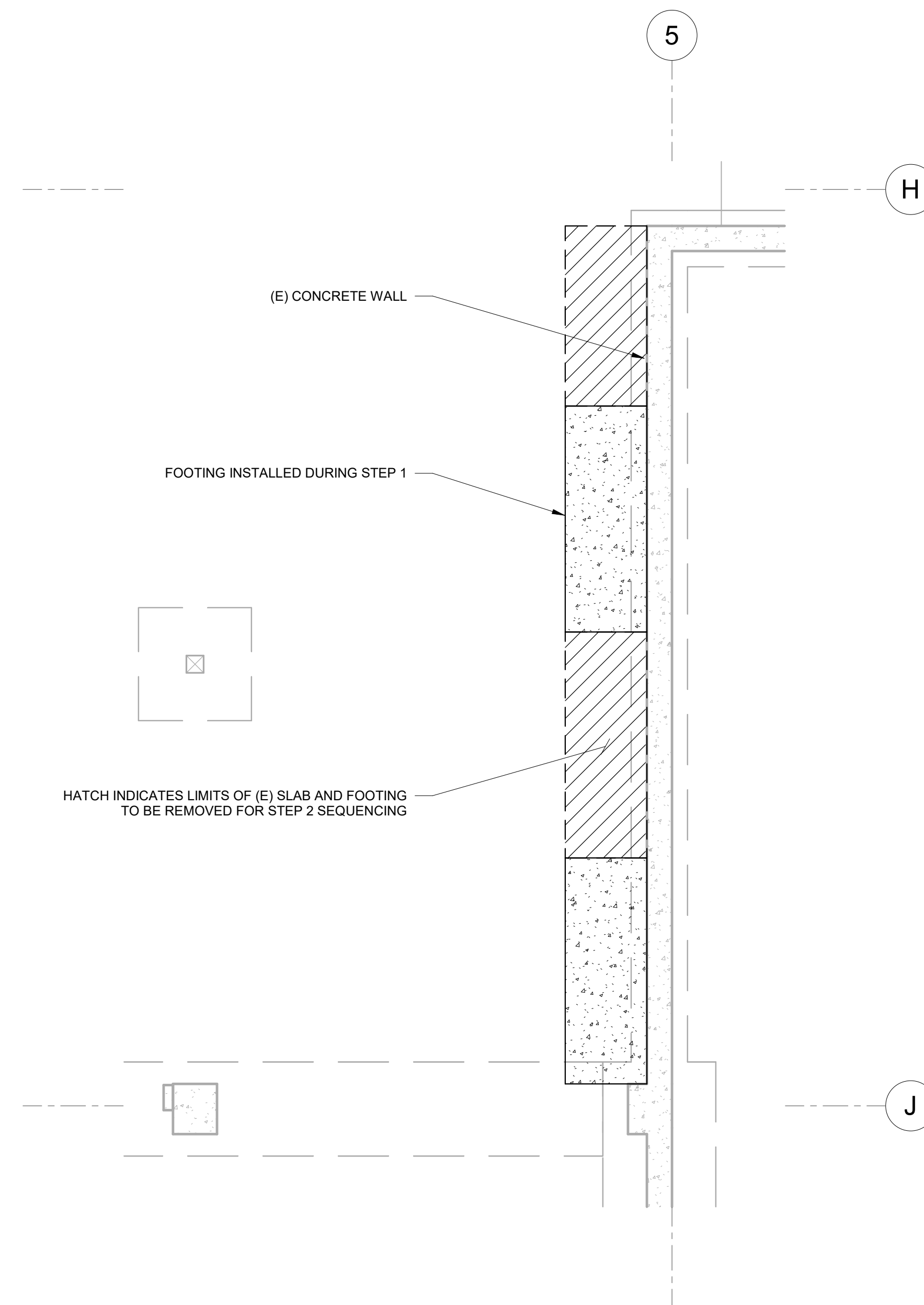
**BOYS LOCKER ROOM**  
**STEP 1 SLAB REMOVAL & SOIL EXCAVATION SEQUENCING PLAN**  
 1  
 S0.30 3/8" = 1'-0"



**GIRLS LOCKER ROOM**  
**STEP 1 SLAB REMOVAL & SOIL EXCAVATION SEQUENCING PLAN**  
 2  
 S0.30 3/8" = 1'-0"



**BOYS LOCKER ROOM**  
**STEP 2 SLAB REMOVAL & SOIL EXCAVATION SEQUENCING PLAN**  
 3  
 S0.30 3/8" = 1'-0"



**GIRLS LOCKER ROOM**  
**STEP 2 SLAB REMOVAL & SOIL EXCAVATION SEQUENCING PLAN**  
 4  
 S0.30 3/8" = 1'-0"

**STEP 1 SEQUENCING FOR SLAB REMOVAL & SOIL EXCAVATION**

1. PROVIDE ALL NECESSARY TEMPORARY SHORING AS REQUIRED TO SUPPORT THE STRUCTURE ABOVE.
2. REMOVE THE 6' PERIMETER SLAB SEGMENTS AS SHOWN ON STEP 1 PLAN WHILE LEAVING THE ADJACENT SLAB SECTIONS ON BOTH SIDES AND THE INTERIOR SLABS AS SHOWN.
3. INSTALL CONCRETE FOOTINGS AT THE 6' SEGMENTS PER STEP 1 BEFORE STEP 2.
4. PROVIDE COUPLERS AT DISCONTINUOUS REBAR IN FOOTINGS POURED IN STEP 1.
5. CONTINUE TO STEP 2 SEQUENCING FOR THE REMAINDER OF THE SLAB REMOVAL AND SOIL EXCAVATION.

**STEP 2 SEQUENCING FOR SLAB REMOVAL & SOIL EXCAVATION**

1. PROVIDE ALL NECESSARY TEMPORARY SHORING AS NEEDED FOR THE BASEMENT SLAB REMOVAL.
2. ONCE THE FOOTINGS FROM STEP 1 HAVE BEEN INSTALLED AND HAVE REACHED THEIR DESIGN STRENGTH, SHORING OF (E) CONCRETE WALL MAY BE REMOVED.
3. REMOVE THE REMAINING PERIMETER CONCRETE SLAB AS SHOWN ON STEP 2 PLAN.
4. INSTALL THE REMAINING FOOTINGS AND ASSOCIATED COMPONENTS.

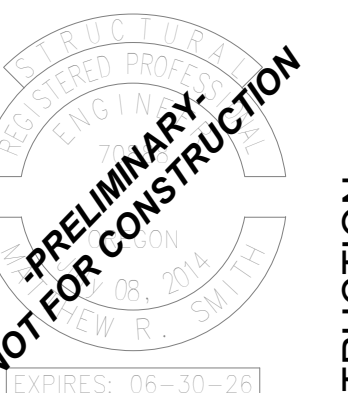


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**ALSEA GYM**  
**SEISMIC RETROFIT**



ONE INCH EQUALS FULL SCALE 12/20/2024 3:41:34 PM Autodesk Docs://P2935-alsea-gym-6-office-addition/P2935\_STRUCT\_F02.rvt



DESCRIPTION	DATE

PROJECT NO. P-2935-24  
 DRAWN: DKS / JDH  
 CHECKED: KDM  
 DATE: 12-03-24

**SLAB REMOVAL & SOIL EXCAVATION SEQUENCING**

**S0.30**

100% DESIGN DEVELOPMENT | NOT FOR CONSTRUCTION

FOUNDATION SCHEDULE					
MARK	WIDTH	LENGTH	DEPTH	REINFORCEMENT	NOTES
F-1	2'-0"	CONT.	1'-6"	(3) #6 LONGITUDINAL BARS	
F-2	1'-4"	CONT.	1'-6"	(2) #6 LONGITUDINAL BARS	
F-3	3'-0"	CONT.	1'-6"	(4) #5 BARS TOP & BOTTOM w/ #4 TRANSVERSE BARS @ 18" o.c.	SEE S0.30 FOR SEQUENCING REQUIREMENTS

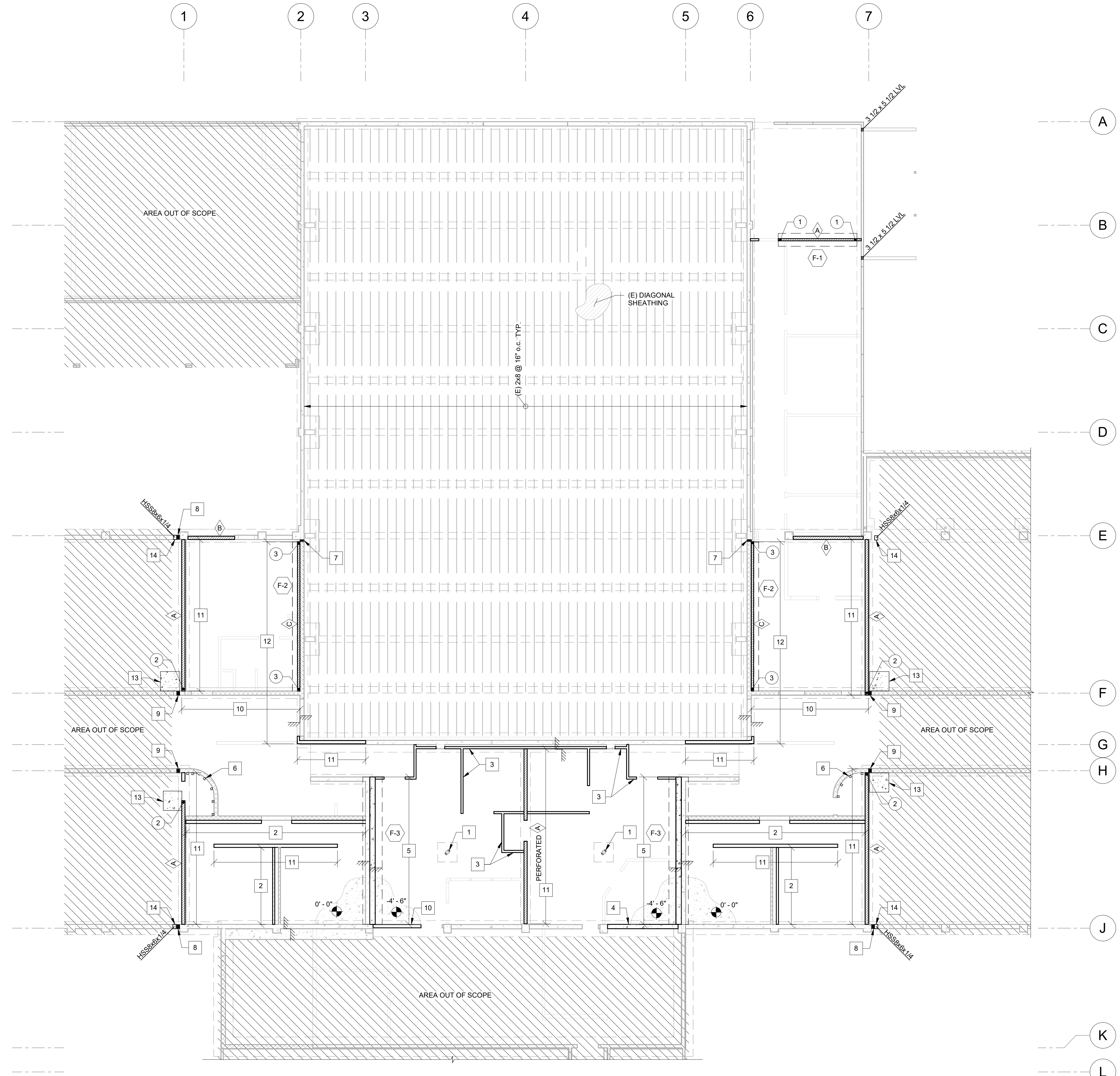
1. UNLESS NOTED OTHERWISE, REINFORCEMENT TO BE SPACED EVENLY IN FOOTING WITH CORRECT SIDE AND BOTTOM CLEARANCES.

HOLDOWN SCHEDULE					
#	SIMPSON MODEL	POST THICKNESS	FASTENER	ANCHOR	REMARKS
1	HTT4	2x	(18) 0.162" DIA. x 1 1/2"	5/8" DIA.	PL 1/4x3x0'-3" w/ DBL NUT AT BOT. OF THREADED ROD
2	HTT4	4x	(18) SD #10 x 1 1/2"	5/8" DIA.	THRU BOLT w/ GALVANIZED PL6x6x1/4 WASHER
3	HTT4	DOUBLE 400S200-54	(18) #10 SCREWS	5/8" DIA.	PL 1/4x3x0'-3" w/ DBL NUT AT BOT. OF THREADED ROD

- NAILS ARE TO BE COMMON WIRE NAILS, U.N.O.
- HARDWARE IS TO BE SIMPSON, U.N.O.
- HOLDOWN HARDWARE CAN BE EXTENDED WITH A307 THREADED ROD AND COUPLER.
- ALIGN ALL HOLDDOWNS FOR THE FULL HEIGHT OF STRUCTURE.
- ALL HARDWARE TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
- HOLDOWN ANCHOR BOLTS ARE IN ADDITION TO TYPICAL SILL PLATE ANCHOR BOLTS.
- EXTEND THREADED ROD TO WITHIN 3" CLEAR OF BOTTOM OF FOOTING.

SHEAR WALL SCHEDULE									
	SHEATHING	NAIL SIZE (LENGTH, SHANK DIA., HEAD DIA.)	EDGE NAILING (o.c.)	FIELD NAILING (o.c.)	PANEL EDGE STUDS	TOP PLATE AS5 (o.c.)	BOTTOM PLATE DIMENSION	SILL PLATE ANCHORAGE (o.c.)	REMARKS
A	7/16" APA RATED	2 1/2"x0 131"x0 281"	6"	12"	2x	2'-0"	2x	THD2600 @ 4'-0" o.c.	
B	7/16" APA RATED	2 1/2"x0 131"x0 281"	4"	12"	2x	1'-6"	2x	THD2600 @ 3'-0" o.c.	
C	7/16" APA RATED OSB	#8 SCREWS	4"	12"	DOUBLE 400S200-54	2'-0"	400T200-54	THD2600 @ 3'-0" o.c.	

- ALL PLYWOOD TO BE APA RATED STRUCTURAL 1 EXTERIOR SHEATHING
- ALL NAILS TO BE COMMON OR GALVANIZED BOX TYPE
- FLOOR AND ROOF DIAPHRAGMS TO BE NAILED WITH 3"x0 148" @ 6" o.c. EDGE NAILING AND 12" ON CENTER FIELD NAILING U.N.O. USE PLYWOOD THICKNESS AS INDICATED ON PLAN.
- ATTACH RIM JOIST AND/OR BLOCKING TO SHEAR WALL AS INDICATED IN TABLE ABOVE
- ALL WALL SHEATHING TO EXTEND FULL HEIGHT OF WALL, TOP PLATE TO BOTTOM PLATE.
- ALL SHEAR WALLS AND HOLDDOWNS MUST HAVE CONTINUOUS LOAD PATH TO FOUNDATION.
- USE WASHER PL 1/4x3x0'-3" TYPICAL AT ALL ANCHOR BOLTS
- WHERE TOP PLATE FASTENING IS LESS THAN 12" o.c., USE MINIMUM BLOCKING OF 2 1/2" MANUFACTURED LUMBER (MICROLAM LVL, OR PARALLAM PSL).
- ALL SHEAR WALLS TO BE FULLY BLOCKED U.N.O. BLOCKING TO MATCH REQUIREMENTS FOR PANEL EDGE STUDS.
- FOR SHEAR WALLS w/ STUDS SPACED @ 24" o.c. MAX. INSTALL SHEATHING WITH LONG DIMENSION ACROSS STUDS.



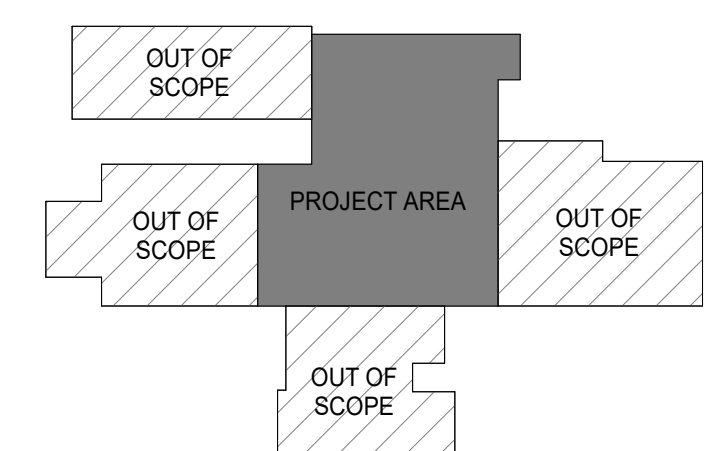
## FOUNDATION AND FRAMING PLAN NOTES

- DIMENSIONS SHOWN ARE FOR REFERENCE ONLY. CONFIRM w/ ARCHITECTURAL PLAN & DETAILS.
- BOTTOM OF FOOTINGS TO BE PLACED BELOW FROST DEPTH OR AS NOTED IN THE GEOTECHNICAL REPORT, WHICHEVER IS GREATER.
- COORDINATE PENETRATIONS OF SITE UTILITIES, MECHANICAL DUCTS, PIPING, AND ELECTRICAL CONDUIT/PANELS TO MINIMIZE IMPACT TO STRUCTURAL FRAMING. PLUMBING FIXTURES SHOWN ON FLOOR FOR REFERENCE AND POSSIBLE FRAMING CONFLICTS ONLY.
- ALL FOOTINGS TO BE CENTERED UNDER COLUMNS U.N.O.
- ALL FOOTINGS TO BEAR OVER GRADE OVER FIRM, UNDISTURBED, NON-ORGANIC, NON-EXPANSIVE NATIVE MATERIAL OR STRUCTURAL FILL AS REQUIRED PER GEOTECHNICAL REPORT.
- SEE SHEET S0.10 FOR ALL NOTES.
- ALL KEYNOTES INDICATE NEW ITEMS TYPICALLY UNLESS NOTED OTHERWISE.
- INDICATES FLOOR STEP. SEE ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION.
- INDICATES STEP IN FOOTING. SEE DETAIL X/S/X FOR ADDITIONAL INFORMATION.
- INDICATES (E) CMU WALL.
- INDICATES (E) CAST IN PLACE CONCRETE WALL.
- INDICATES CONCRETE WALL INFILL.
- INDICATES SHEAR WALL TYPE. SEE SHEAR WALL SCHEDULE FOR ADDITIONAL INFORMATION.
- INDICATES SHEAR WALL LOCATION ABOVE FOUNDATION. SEE SHEAR WALL SCHEDULE FOR ADDITIONAL INFORMATION.
- ALL SHEAR WALLS INDICATED AS "PERFORATED" THE CONTRACTOR SHALL PROVIDE NAILING PATTERN AROUND ALL WALL PENETRATIONS AS CALLED OUT ON FRAMING PLANS IN CORRESPONDENCE WITH THE SHEAR WALL SCHEDULE.
- INDICATES HOLDOWN TYPE AND LOCATION. SEE HOLDOWN SCHEDULE FOR ADDITIONAL INFORMATION.
- INDICATES TOP OF SLAB ELEVATION.
- INDICATES FOOTING TYPE PER FOUNDATION SCHEDULE.

## FOUNDATION PLAN KEYNOTES

- PROVIDE (2) SIMPSON RPBZ POST BASE w/ 3/8" @ TITEN HD ANCHORS w/ 3" MIN. EMBED.
- DOUBLE 355S200-54 CFS STUD @ 16" o.c. ATTACH BUILT-UP STUD TO (E) CMU WALL w/ 8mm PROSOCCO STITCH TIES AT 16" HORIZONTAL AND 24" o.c. VERTICAL GRID. ATTACH TO (E) SLAB w/ SIMPSON THD25234H @ 3'-0" o.c.
- DEMO (E) URM PARTITION WALL & REPLACE WITH 2x4 @ 16" o.c. STUD WALL w/ SINGLE P.T. BOTTOM PLATE AND DOUBLE TOP PLATE.
- 8" CONCRETE INFILL w/ #5 BARS @ 16" o.c. VERTICAL AND #5 BARS @ 12" o.c. HORIZONTAL.
- NEW 8" THICK REINFORCED SHOTCRETE WALL w/ #5 REBAR @ 12" o.c. E.W. ANCHOR REINFORCEMENT TO (E) CMU WALL w/ PYTHON ANCHORS @ 24" o.c. VERTICAL & HORIZONTAL GRID.
- DOUBLE 355S200-54 CFS STUD @ 24" o.c. ATTACH BUILT-UP STUD TO (E) CMU WALL w/ 8mm PROSOCCO STITCH TIES AT 16" o.c. HORIZONTAL AND 24" o.c. VERTICAL GRID. TRIM STUD FLANGES & EXTEND WEB w/ 90° BEND. ATTACH EA. STUD TO (E) SLAB w/ SIMPSON THD25234H.
- SAWCUT 3" OF FULL HEIGHT (E) CMU ADJACENT TO (E) CONCRETE WALL. TERMINATE NEW CFS STUD WALL 3" AWAY FROM ADJACENT CONCRETE WALL.
- DEMO 8" OF (E) CONCRETE WALL TO PROVIDE VERTICAL SEISMIC ISOLATION.
- DEMO 6" OF (E) CMU WALL TO PROVIDE VERTICAL SEISMIC ISOLATION.
- FIBER-REINFORCED POLYMER (FRP) STRENGTHENING OF (E) CMU WALL BOTH SIDES OF THE WALL w/ VERTICAL STRIPS @ 4'-0" o.c.
- DEMO (E) CMU WALL & REPLACE w/ 2x6 STUD WALL @ 16" o.c. w/ DOUBLE TOP PLATE & SINGLE P.T. BOTTOM PLATE.
- DOUBLE 400S200-54 CFS STUD @ 16" o.c. ATTACH BUILT-UP STUD TO (E) CMU WALL w/ 8mm PROSOCCO STITCH TIES AT 16" o.c. HORIZONTAL AND 24" o.c. VERTICAL GRID. ATTACH TO (E) SLAB w/ SIMPSON THD25234H @ 3'-0" o.c.
- HATCH INDICATES EXTENTS OF (E) SLAB DEMO FOR INSTALLATION OF HOLDOWN. PATCH BACK SLAB TO MATCH (E) THICKNESS.
- PROVIDE 1/2" THICK A36 BASEPLATE w/ (2) SIMPSON THD62600H ANCHORS. ATTACH COLUMN TO WALL w/ (3) EQUALLY SPACED SIMPSON THD50400H ANCHORS.

## KEY PLAN



ALSEA SCHOOL DISTRICT  
301 S. 3RD ST.  
ALSEA, OR 97324

## ALSEA GYM SEISMIC RETROFIT



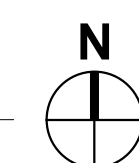
DESCRIPTION	DATE:

PROJECT NO. P-2935-24  
DRAWN: DKS / JDH  
CHECKED: KDM  
DATE: 12-03-24

## FOUNDATION PLAN

**S1.10**

100% DESIGN DEVELOPMENT | NOT FOR CONSTRUCTION



SHEAR WALL SCHEDULE									
	SHEATHING	NAIL SIZE (LENGTH SHANK DIA. HEAD DIA.)	EDGE NAILING (o.c.)	FIELD NAILING (o.c.)	PANEL EDGE STUDS	TOP PLATE A35 (o.c.)	BOTTOM PLATE DIMENSION	SILL PLATE ANCHORAGE (o.c.)	REMARKS
A	7/16" APA RATED	2 1/2"x0.131"x0.281"	6"	12"	2x	2'-0"	2x	THD62600 @ 3'-0" o.c.	
B	7/16" APA RATED	2 1/2"x0.131"x0.281"	4"	12"	2x	1'-6"	2x	THD62600 @ 3'-0" o.c.	
C	7/16" APA RATED OSB	#8 SCREWS	4"	12"	DOUBLE 400S200-54	2'-0"	400T200-54	THD62600 @ 3'-0" o.c.	

- ALL PLYWOOD TO BE APA RATED STRUCTURAL 1 EXTERIOR SHEATHING
- ALL NAILS TO BE COMMON OR GALVANIZED BOX TYPE
- FLOOR AND ROOF DIAPHRAGMS TO BE NAILED WITH 3"x0.148" @ 6" o.c. EDGE NAILING AND 12" ON CENTER FIELD NAILING U.N.O. USE PLYWOOD THICKNESS AS INDICATED ON PLAN.
- ATTACH RIM JOIST AND/OR BLOCKING TO SHEAR WALL AS INDICATED IN TABLE ABOVE
- ALL WALL SHEATHING TO EXTEND FULL HEIGHT OF WALL, TOP PLATE TO BOTTOM PLATE.
- ALL SHEAR WALLS AND HOLD-DOWNS MUST HAVE CONTINUOUS LOAD PATH TO FOUNDATION.
- USE WASHER PL14x3x0-3" TYPICAL AT ALL ANCHOR BOLTS
- WHERE TOP PLATE FASTENING IS LESS THAN 12" o.c., USE MINIMUM BLOCKING OF 2 1/2" MANUFACTURED LUMBER (MICROLLAM LVL, OR PARALLAM PSL).
- ALL SHEAR WALLS TO BE FULLY BLOCKED U.N.O. BLOCKING TO MATCH REQUIREMENTS FOR PANEL EDGE STUDS.
- FOR SHEAR WALLS w/ STUDS SPACED @ 24" o.c. MAX. INSTALL SHEATHING WITH LONG DIMENSION ACROSS STUDS.

**FLOOR FRAMING PLAN NOTES**

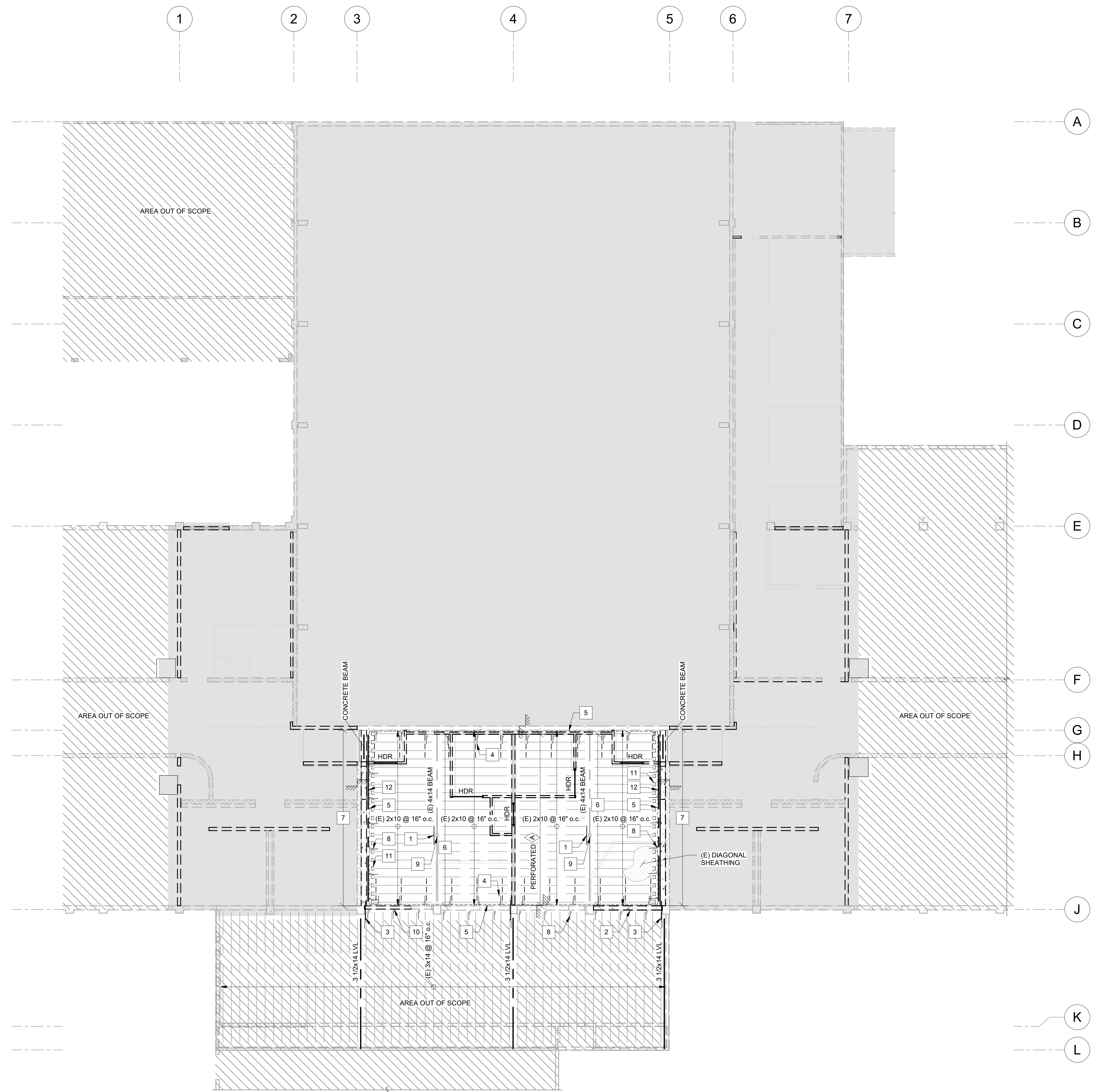
- A. COORDINATE ALL DIMENSIONS & FEATURES NOT SHOWN WITH ARCHITECT.
- B. SEE SHEET S0.10 FOR ALL NOTES.
- C. ALL KEYNOTES INDICATE NEW ITEMS TYPICALLY UNLESS NOTED OTHERWISE.
- D. INDICATES ROOF STEP, TYP. SEE ARCHITECTURAL PLANS FOR ADDL. INFORMATION.
- E. BEAMS ARE EQUALLY SPACED IN BAYS, U.N.O.
- F. BEAMS ARE CENTERED ON COLUMNS, WALLS, AND/OR GRID LINES, U.N.O.
- G. INDICATES (E) CMU WALL BELOW FRAMING.
- H. INDICATES (E) CAST IN PLACE CONCRETE WALL.
- I. INDICATES CONCRETE INFILL WALL.
- J. INDICATES SHEAR WALL TYPE. SEE SHEAR WALL SCHEDULE FOR ADDITIONAL INFORMATION.
- K. INDICATES SHEAR WALL LOCATION BELOW FRAMING. SEE SHEAR WALL SCHEDULE FOR ADDITIONAL INFORMATION.
- L. ALL SHEAR WALLS INDICATED AS "PERFORATED" THE CONTRACTOR SHALL PROVIDE NAILING PATTERN AROUND ALL WALL PENETRATIONS AS CALLED OUT ON FRAMING PLANS IN CORRESPONDENCE WITH THE SHEAR WALL SCHEDULE.
- M. INDICATES HOLD-DOWN TYPE AND LOCATION. SEE HOLD-DOWN SCHEDULE FOR ADDITIONAL INFORMATION.
- N. HDR TYPICAL EXTERIOR HEADER IS 4x8 D.F. NO.2 USE 1 KING STUD AND 1 TRIMMER UNLESS NOTED OTHERWISE. TYPICAL INTERIOR HEADER TO BE (2) - 2x6 D.F. NO.2 WITH SINGLE TRIMMER AND SINGLE KING STUD (U.N.O.).
- O. INDICATES NEW 2x6 @ 16" o.c. PARTITION WALL BELOW FRAMING.
- P. INDICATES SEISMIC ISOLATION JOINT. SEE DEMO PLANS FOR EXTENTS OF DEMOLITION.



524 Main Street, Suite 2  
Oregon City, OR 97045  
503.659.2205

ALSEA SCHOOL DISTRICT  
301 S. 3RD ST.  
ALSEA, OR 97324

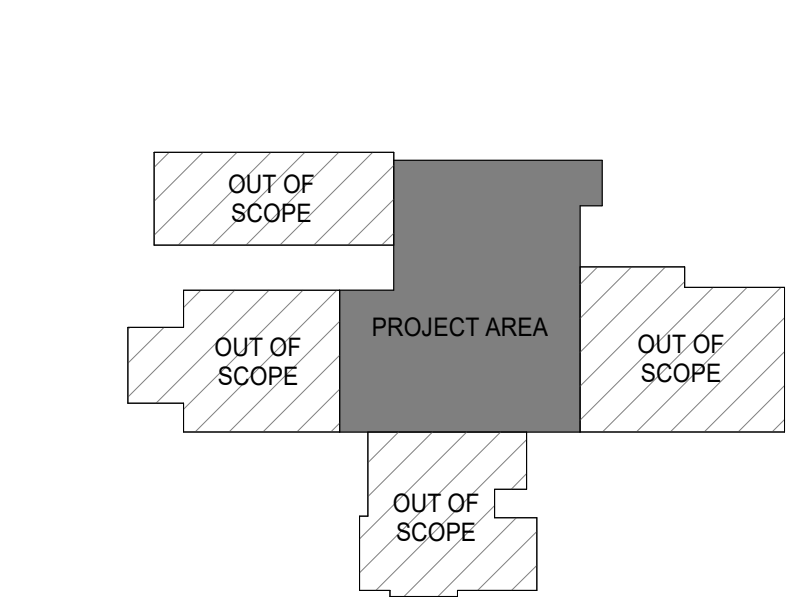
**ALSEA GYM  
SEISMIC RETROFIT**



**FLOOR FRAMING PLAN KEYNOTES**

- SIMPSON CS14 DRAG STRAP w/ (26) 0.148" @ x 2 1/2" NAILS AND MIN. 15" END LENGTH.
- 8" CONCRETE INFILL w/ #5 BARS @ 16" o.c. VERTICAL AND #5 BARS @ 12" o.c. HORIZONTAL.
- SIMPSON HTT4 DRAG CONNECTION w/ (18) SD#10x1 1/2" FASTENERS AND 5/8" @ A307 THREADED ROD.
- 2x FULL DEPTH BLOCKING w/ SIMPSON HTT4 TENSION TIE w/ (16) 0.148" @ x 1 1/2" NAILS AND SIMPSON CS14 STRAP w/ 0.148" @ x 2 1/2" NAILS @ 4'-0" o.c. DRILL & BOND 5/8" @ A307 THREADED ROD w/ SIMPSON SET-3G EPOXY, MIN. 4" EMBEDMENT.
- SIMPSON THDB2600H @ 4'-0" o.c.
- PROVIDE FULL DEPTH BLOCKING EACH BAY AT (E) BEAM w/ SIMPSON A35 CLIPS @ 32" o.c.
- NEW 8" THICK REINFORCED SHOTCRETE WALL w/ #5 REBAR @ 12" o.c. E.W. ANCHOR REINFORCEMENT TO (E) CMU WALL w/ PYTHON ANCHORS @ 24" o.c. VERTICAL & HORIZONTAL GRID.
- SIMPSON HTT4 @ 4'-0" o.c. DRILL & BOND 5/8" @ A307 THREADED ROD w/ SIMPSON SET-3G EPOXY, MIN. 6" EMBEDMENT.
- PROVIDE SIMPSON A34 EACH SIDE FROM (E) BEAM TO COLUMN.
- DEMOLISH (E) CMU WALL. PROVIDE NEW WOOD STUD WALL w/ 2x6 STUDS @ 16" o.c. w/ DOUBLE TOP PLATE AND SINGLE BOTTOM PLATE.
- SIMPSON JB210A HANGER AT EA. (E) JOIST.
- 3x10 P.T. LEDGER ATTACH TO CONCRETE WALL w/ SIMPSON THDT75600H @ 6" o.c.

**KEY PLAN**



DESCRIPTION	DATE

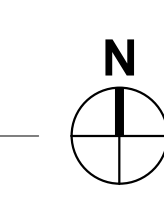
PROJECT NO. P-2935-24  
DRAWN: DKS / JDH  
CHECKED: KDM  
DATE: 12-03-24

FLOOR FRAMING PLAN

**S1.20**

100% DESIGN DEVELOPMENT | NOT FOR CONSTRUCTION

**1 STAGE & LIBRARY FLOOR FRAMING**  
S1.20 1/8" = 1'-0"



SHEAR WALL SCHEDULE									
NO.	SHEATHING	NAIL SIZE (LENGTH, SHANK DIA., HEAD DIA.)	EDGE NAILING (o.c.)	FIELD NAILING (o.c.)	PANEL EDGE STUDS	TOP PLATE A36 (o.c.)	BOTTOM PLATE DIMENSION	SILL PLATE ANCHORAGE (o.c.)	REMARKS
A	7/16" APA RATED	2 1/2" x 0.131" x 0.281"	6"	12"	2x	2'-0"	2x	THD62600 @ 4'-0" o.c.	
B	7/16" APA RATED	2 1/2" x 0.131" x 0.281"	4"	12"	2x	2'-0"	2x	THD62600 @ 3'-0" o.c.	
C	7/16" APA RATED OSB	#8 SCREWS	4"	12"	DOUBLE 400S200-54	2'-0"	400T200-54	THD62600 @ 3'-0" o.c.	

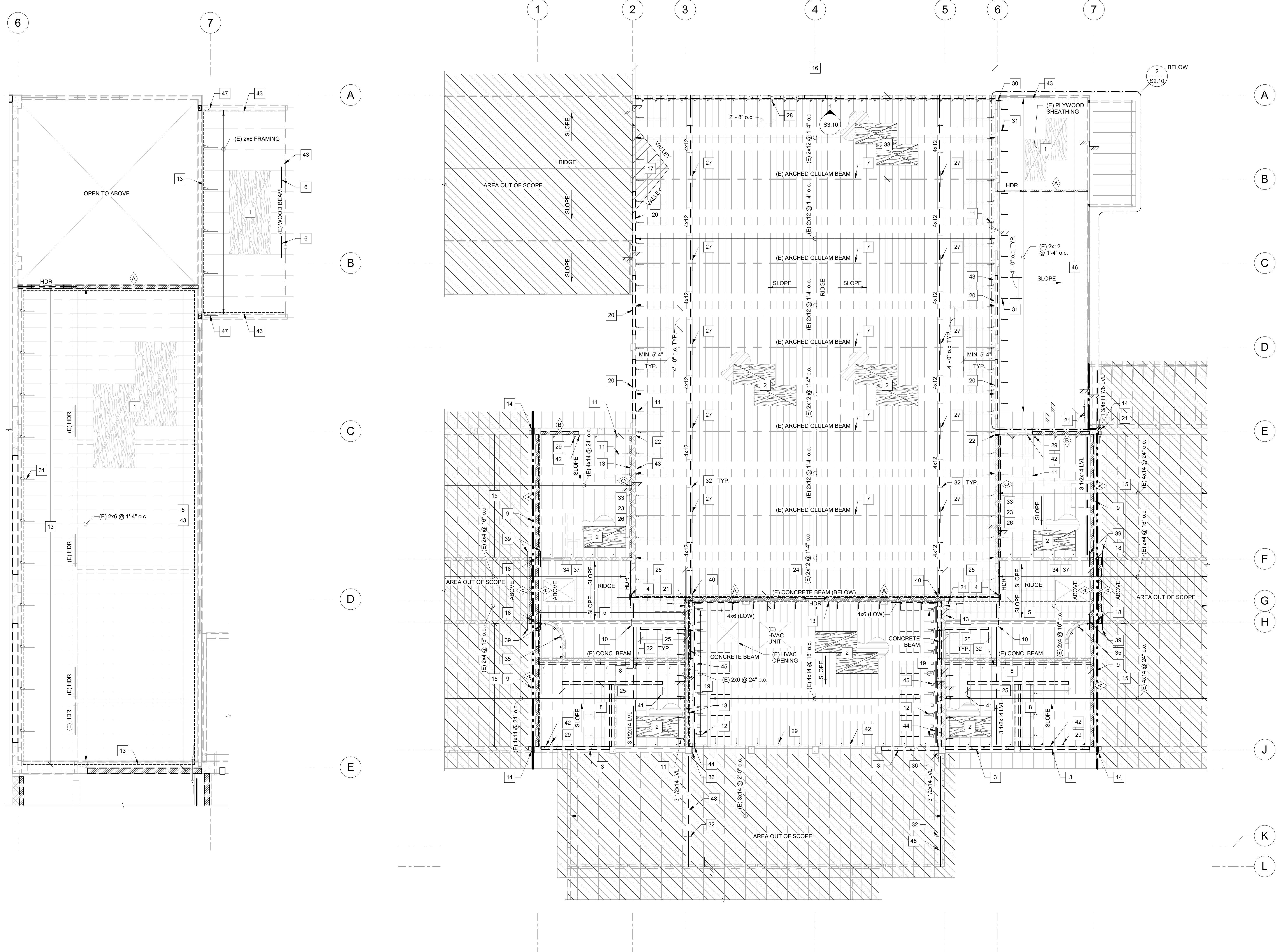
- ALL PLYWOOD TO BE APA RATED STRUCTURAL 1 EXTERIOR SHEATHING
- ALL NAILS TO BE COMMON OR GALVANIZED BOX TYPE.
- FLOOR AND ROOF DIAPHRAGMS TO BE NAILED WITH 3"x0.148" NAILS @ 6" o.c. EDGE NAILING AND 12" ON CENTER FIELD NAILING U.N.O. USE PLYWOOD THICKNESS AS INDICATED ON PLAN.
- ATTACH RIM JOIST AND / OR BLOCKING TO SHEAR WALL AS INDICATED IN TABLE ABOVE.
- ALL WALL SHEATHING TO EXTEND FULL HEIGHT OF WALL, TOP PLATE TO BOTTOM PLATE.
- ALL SHEAR WALLS AND HOLDOWNS MUST HAVE CONTINUOUS LOAD PATH TO FOUNDATION.
- USE WASHER PL.14x3x30" TYPICAL AT ALL ANCHOR BOLTS.
- WHERE TOP PLATE FASTENING IS LESS THAN 12" o.c. USE MINIMUM BLOCKING OF 2 1/2" MANUFACTURED LUMBER (MICROLAM LVL OR PARALLAM PSL)
- ALL SHEAR WALLS TO BE FULLY BLOCKED U.N.O. BLOCKING TO MATCH REQUIREMENTS FOR PANEL EDGE STUDS.
- FOR SHEAR WALLS w/ STUDS SPACED @ 24" o.c. MAX. INSTALL SHEATHING WITH LONG DIMENSION ACROSS STUDS.

### ROOF / CEILING FRAMING PLAN NOTES

- COORDINATE ALL DIMENSIONS & FEATURES NOT SHOWN WITH ARCHITECT.
- SEE SHEET S0.10 FOR ALL NOTES.
- ALL KEYNOTES INDICATE NEW ITEMS TYPICALLY UNLESS NOTED OTHERWISE.
- INDICATES ROOF STEP, TYP. SEE ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION.
- BEAMS ARE EQUALLY SPACED IN BAYS, U.N.O.
- BEAMS ARE CENTERED ON COLUMNS, WALLS, AND/OR GRID LINES, U.N.O.
- INDICATES (E) CMU WALL BELOW FRAMING.
- INDICATES (E) CAST IN PLACE CONCRETE WALL.
- INDICATES CONCRETE INFILL WALL.
- INDICATES SHEAR WALL TYPE. SEE SHEAR WALL SCHEDULE FOR ADDITIONAL INFORMATION.
- INDICATES SHEAR WALL LOCATION BELOW FRAMING. SEE SHEAR WALL SCHEDULE FOR ADDITIONAL INFORMATION.
- ALL SHEAR WALLS INDICATED AS "PERFORATED" THE CONTRACTOR SHALL PROVIDE NAILING PATTERN AROUND ALL WALL PENETRATIONS AS CALLED OUT ON FRAMING PLANS IN CORRESPONDENCE WITH THE SHEAR WALL SCHEDULE.
- INDICATES HOLDOWN TYPE AND LOCATION. SEE HOLDOWN SCHEDULE FOR ADDITIONAL INFORMATION.
- HDR TYPICAL EXTERIOR HEADER IS 4x8 D.F. NO.2 USE 1 KING STUD AND 1 TRIMMER UNLESS NOTED OTHERWISE. TYPICAL INTERIOR HEADER TO BE (2) - 2x6 D.F. NO.2 WITH SINGLE TRIMMER AND SINGLE KING STUD (U.N.O.).
- INDICATES SEISMIC ISOLATION JOINT. SEE DEMO PLANS FOR EXTENTS OF DEMOLITION.

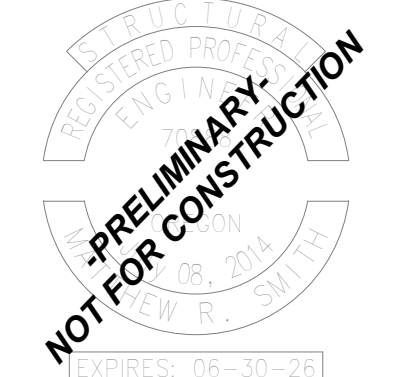
### ROOF / CEILING FRAMING PLAN KEYNOTES

- REIN. (E) PLYWOOD SHEATHING W/ 3"x0.148" NAILS @ 6" o.c. PANEL EDGES & 12" o.c. FIELD NAILING.
- 15/32" STRUCTURAL 1 PLYWOOD SHEATHING OVER (E) 1x DECKING W/ 3"x0.148" NAILS @ 6" o.c. PANEL EDGES & 12" o.c. FIELD NAILING.
- 8" CONCRETE INFILL W/ #5 BARS @ 16" o.c. VERTICAL AND #5 BARS @ 12" o.c. HORIZONTAL. DRILL & BOND REINFORCEMENT W/ SIMPSON SET-3G EPOXY W/ MIN. 6" EMBEDMENT, U.N.O.
- SIMPSON HDU8-SDS2.5 TENSION TIE TO WOOD & SIMPSON SHDBS TO CFS WALL W/ 7/8" A307 THREADED ROD.
- 4x FULL DEPTH BLOCKING W/ SIMPSON CMST14 DRAG STRAP W/ 0.162" x 2 1/2" NAILS.
- SIMPSON CS20 DRAG STRAP W/ 0.148" x 2 1/2" NAILS.
- STRENGTHEN (E) GLU-LAM TRUSS. DEMO (E) DIAGONAL SHEATHING & PROVIDE 2x BLOCKING OVER FULL LENGTH OF (E) GLU-LAM BEAM.
- DOUBLE 350S200-54 CFS STUD @ 16" o.c. ATTACH BUILT-UP STUD TO (E) CMU WALL W/ 8mm PROSOCCO STITCH TIES AT 16" HORIZONTAL & 24" o.c. VERTICAL GRID.
- LINE INDICATES 6" SEISMIC ISOLATION GAP WITH 1.8x8x3/8" CONTINUOUS STEEL ANGLE.
- PAIR OF SIMPSON HDU8-SDS2.5 TENSION TIES W/ 7/8" A307 THREADED ROD.
- SIMPSON HGA10KT CLIPS W/ SIMPSON CS20 DRAG STRAPS.
- SISTER RIPPED 2x14 BLOCK ONTO (E) 2x6. ATTACH TO WALL W/ SIMPSON HTT4 W/ 5/8" A307 THREADED ROD. PROVIDE SIMPSON CS20 STRAP W/ 0.148" x 2 1/2" NAILS AT FULL DEPTH BLOCKING.
- IN-PLANE ATTACHMENTS.
- DEMO 2" OF (E) CONCRETE BEAM TO PROVIDE VERTICAL SEISMIC ISOLATION.
- DEMO (E) CMU WALL & REPLACE W/ 2x6 STUD WALL @ 16" o.c. W/ DOUBLE TOP PLATE & SINGLE P.T. BOTTOM PLATE.
- SHORE (E) ROOF FRAMING & DEMOLISH (E) URM ABOVE CONCRETE. PROVIDE NEW 8" THICK REINFORCED CONCRETE WALL W/ #4 BARS @ 16" o.c. VERTICAL & 12" o.c. HORIZONTAL.
- HATCH INDICATES AREA TO BE OVERRAMMED. PROVIDE 2x8 RIDGE BOARD W/ 2x6 RAFTERS @ 24" o.c. ALIGN WITH (E) RAFTERS. SUPPORT WITH 2x4 POSTS @ 16" o.c. DOWN TO EXISTING RAFTERS. ROOF SHEATHING TO BE 5/8" PLYWOOD SHEATHING W/ 3"x0.148" NAILS @ 6" o.c. PANEL EDGES & 12" o.c. FIELD NAILING.
- DEMO 6" OF (E) CMU WALL TO PROVIDE VERTICAL SEISMIC ISOLATION.
- NEW 8" THICK REINFORCED SHOTCRETE WALL W/ #5 REBAR @ 12" o.c. E.W. ANCHOR REINFORCEMENT TO (E) CMU WALL W/ PYTHON ANCHORS @ 24" o.c. VERTICAL & HORIZONTAL GRID.
- DEMO (E) CMU INFILL AND INFILL OPENING W/ P.T. 2x6 @ 16" o.c. STUD WALL W/ SINGLE BOTTOM PLATE AND DOUBLE TOP PLATE.
- PAIR OF SIMPSON HTT4 TENSION TIE W/ (18) 0.162"x2 1/2" NAILS.
- SAWCUT 3" OF FULL HEIGHT (E) CMU ADJACENT TO (E) CONCRETE WALL. TERMINATE NEW CFS STUD WALL 3" AWAY FROM ADJACENT CONCRETE WALL.
- DEMO (E) SILL PLATE 1 1/2" EACH SIDE OF (E) ANCHOR BOLTS.
- SHORE (E) ROOF FRAMING & DEMOLISH (E) CMU ABOVE CONCRETE. PROVIDE NEW TYPE A WOOD SHEAR WALL SCHEDULE.
- DEMOLISH (E) CMU WALL. PROVIDE NEW WOOD STUD WALL W/ 2x6 STUDS @ 16" o.c. W/ DOUBLE TOP PLATE & SINGLE P.T. BOTTOM PLATE. PROVIDE 2x FULL DEPTH BLOCKING EA. BAY W/ SIMPSON A35 CLIP @ 16" o.c.
- DOUBLE 400S200-54 CFS STUD @ 16" o.c. ATTACH BUILT-UP STUD TO (E) CMU WALL W/ 8mm PROSOCCO STITCH TIES AT 16" o.c. HORIZONTAL & 24" o.c. VERTICAL GRID.
- (2) PAIRS OF SIMPSON HDU8-SDS2.5 TENSION TIES W/ 7/8" A307 THREADED ROD (4 TOTAL).
- (2) SIMPSON A35 CLIPS @ 2'-8" o.c. AND 3/4"x 1 1/2" LONG J-BOLTS @ 18" o.c. PROVIDE IN-PLANE A35 CLIPS @ 16" o.c.
- SIMPSON HGA10KT CLIP @ 4'-0" o.c.
- SIMPSON LTP2 TENSION TIE W/ 5/8" A307 THREADED ROD. DRILL AND BOND THREADED ROD 4" INTO CONCRETE BEAM W/ SIMPSON SET-3G EPOXY.
- SIMPSON LTP2 TENSION TIE W/ 1/2" A307 THREADED ROD. DRILL AND BOND THREADED ROD 4" INTO CONCRETE BEAM W/ SIMPSON SET-3G EPOXY.
- PROVIDE FULL DEPTH 2x BLOCKING EACH SIDE OF DRAG BEAM AT 1/3 POINTS.
- 2x FULL DEPTH BLOCKING @ 4'-0" o.c. W/ SIMPSON CS14 DRAG STRAP W/ (26) 0.148" x 2 1/2" NAILS AND MIN. 15" END LENGTH.
- FIBER-REINFORCED POLYMER (FRP) STRENGTHENING OF (E) CMU WALL BOTH SIDES OF THE WALL W/ VERTICAL STRIPS @ 4'-0" o.c.
- DOUBLE 350S200-54 CFS STUD @ 24" o.c. ATTACH BUILT-UP STUD TO (E) CMU WALL W/ 8mm PROSOCCO STITCH TIES @ 16" o.c. HORIZONTAL AND 24" VERTICAL GRID.
- SIMPSON HDU8-SDS2.5 DRAG CONNECTION W/ 5/8" A307 THREADED ROD.
- 5/8" THICK BENT CONTINUOUS PLATE TOP OF WALL CONNECTION W/ 1/2" THROUGH BOLTS @ 24" o.c.
- PROVIDE 15/32" STRUCTURAL 1 SHEATHING W/ FLAT 2x4 BLOCKING TO EXTENTS SHOWN. FASTEN W/ 3"x0.148" NAILS @ 6" o.c. BOUNDARY EDGES & ALL SUPPORTED PANEL EDGES AND 12" o.c. FIELD NAILING.
- SIMPSON CMST16 DRAG STRAP W/ (50) 0.148" x 3 1/4" NAILS, MIN. 20" END LENGTH.
- (2) SIMPSON HDU8-SDS2.5 DRAG CONNECTORS. EXTEND 7/8" THREADED ROD INTO SHOTCRETE WALL. TERMINATE W/ 1/2" A36 PLATE.
- FULL DEPTH 2x BLOCKING W/ SIMPSON HTT4 ANCHOR @ 4'-0" o.c. W/ (18) 0.148" x 1 1/2" NAILS AND CS14 STRAP W/ 0.148" x 2 1/2" NAILS.
- SIMPSON A35 CLIP @ 2'-0" o.c. AND SIMPSON THDB62600H @ 4'-0" o.c.
- SIMPSON A35 CLIP @ 4'-0" o.c.
- P.T. 2x8 LEDGER W/ SIMPSON THDB2600 @ 18" o.c.
- SIMPSON LUS26 HANGER.
- SIMPSON A35 CLIP @ 4'-0" o.c. AT BREAKS IN (E) DBL TOP PLATE PROVIDE SIMPSON CMST16 STRAP W/ 0.148" x 3 1/4" NAILS & MIN. 20" END LENGTH.
- SIMPSON DTT12 W/ (8) 0.148" x 1 1/2" NAILS @ 4'-0" o.c.
- ATTACH DRAG BEAM TO (E) ROOF SHEATHING W/ SIMPSON A35 W/ (12) PH312 FASTENERS @ 24" o.c.



ALSEA SCHOOL DISTRICT  
301 S. 3RD ST.  
ALSEA, OR 97324

### ALSEA GYM SEISMIC RETROFIT



DESCRIPTION	DATE:

PROJECT NO. P-2935-24  
DRAWN: DKS / JDH  
CHECKED: KDM  
DATE: 12-03-24

### ROOF FRAMING PLAN

**S2.10**

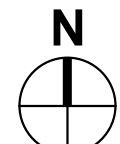
100% DESIGN DEVELOPMENT NOT FOR CONSTRUCTION

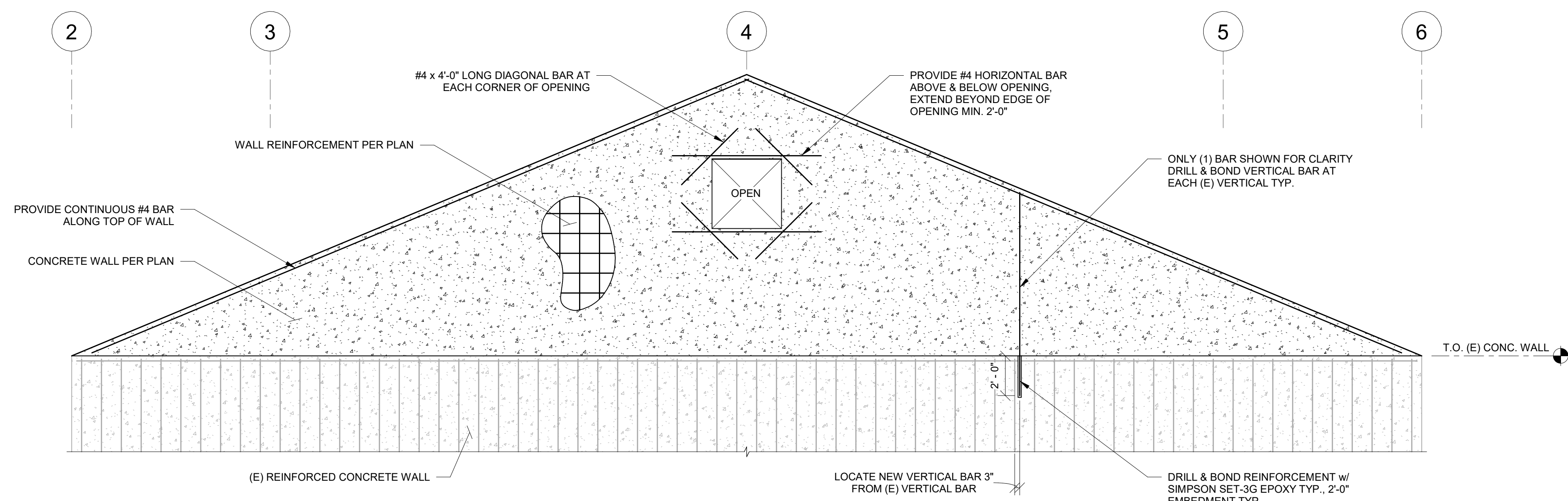
ONE INCH EQUALS FULL SCALE 12/3/2024 3:41:35 PM Autodesk Docs://P2935-24-alsea-gym-office-addition/P2935\_STRUCT\_F232.rvt

**2 ENLARGED CEILING FRAMING PLAN**  
S2.10 1/4" = 1'-0"



**1 ROOF FRAMING PLAN**  
S2.10 1/8" = 1'-0"





1  
S3.10  
CONCRETE INFILL AT GRID A  
1/4" = 1'-0"



ALSEA SCHOOL DISTRICT  
301 S. 3RD ST.  
ALSEA, OR 97324

ALSEA GYM  
SEISMIC RETROFIT



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DESCRIPTION	DATE

PROJECT NO. P-2935-24  
DRAWN: DKS / JDH  
CHECKED: KDM  
DATE: 12-03-24

CONCRETE WALL  
ELEVATIONS

**S3.10**

100% DESIGN DEVELOPMENT | NOT FOR CONSTRUCTION

f. Student Representative Report - No report received.

5. **New Business**

a. School Board Appreciation



**THANK  
YOU**



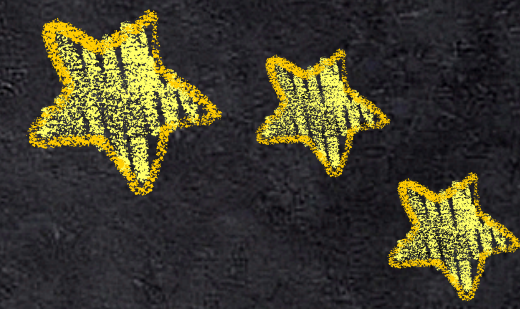
**Learn at Home  
OREGON**

**Alsea School District**

**Board Members**

**2024-2025**



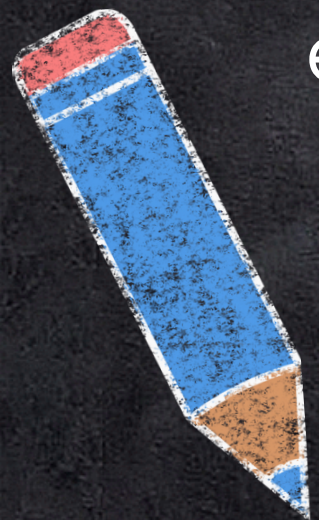


We sincerely thank all school board members for your dedication to our community and commitment to every student's future. Your countless hours of preparation and meetings reflect the immense energy you invest to ensure our schools thrive. The sacrifices you make, from late nights to weekends spent discussing policies, highlight your leadership and passion for education.

By prioritizing excellence, you help students thrive academically and personally, equipping them with essential tools for success. Your contributions shape not only the present but also a brighter future. The entire community is deeply grateful for your service and the significant effort you put into this important role. Thank you for your unwavering commitment to our students and schools.

With Appreciation,

Heather Shunk





SHOOTER

Benryt

EMOKY

Benryt

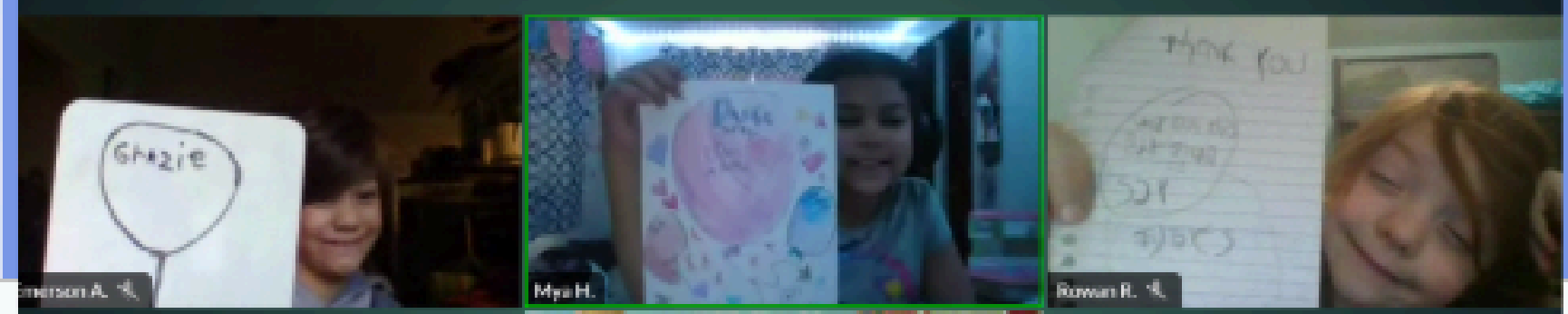
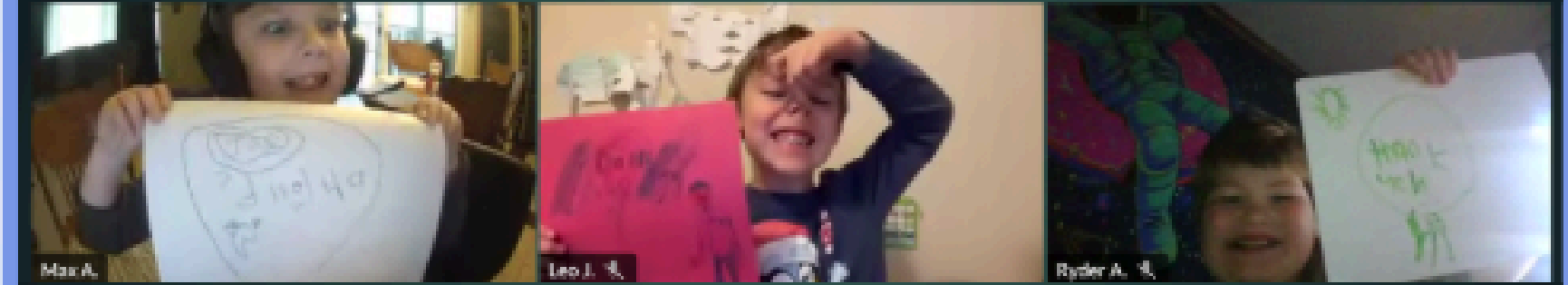
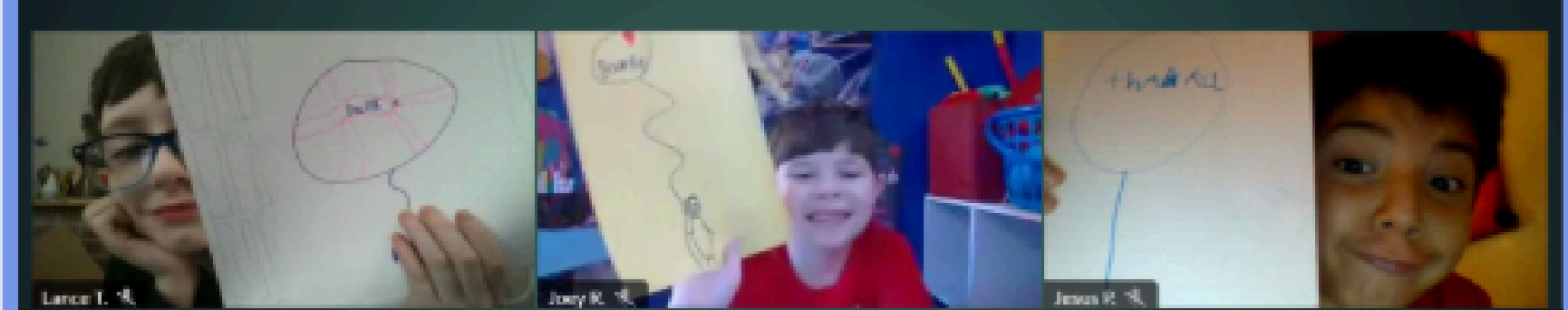
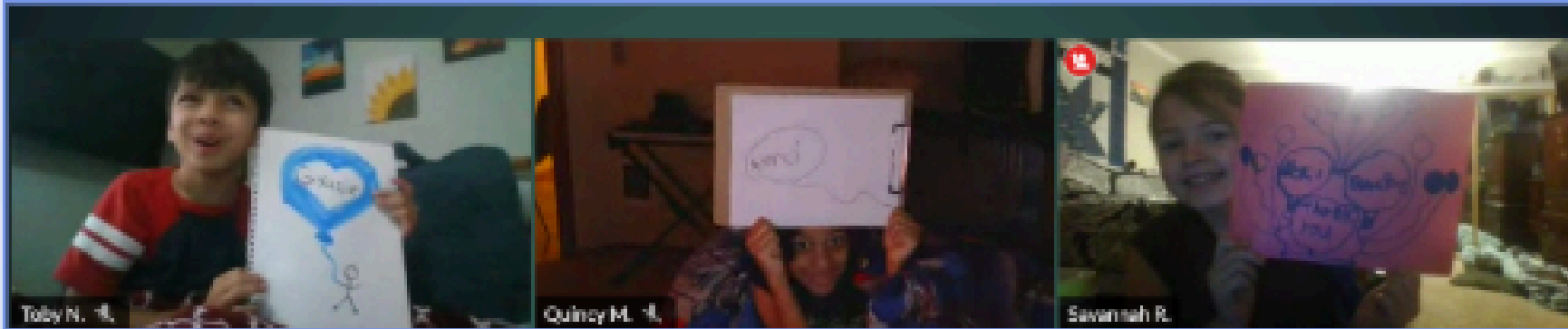
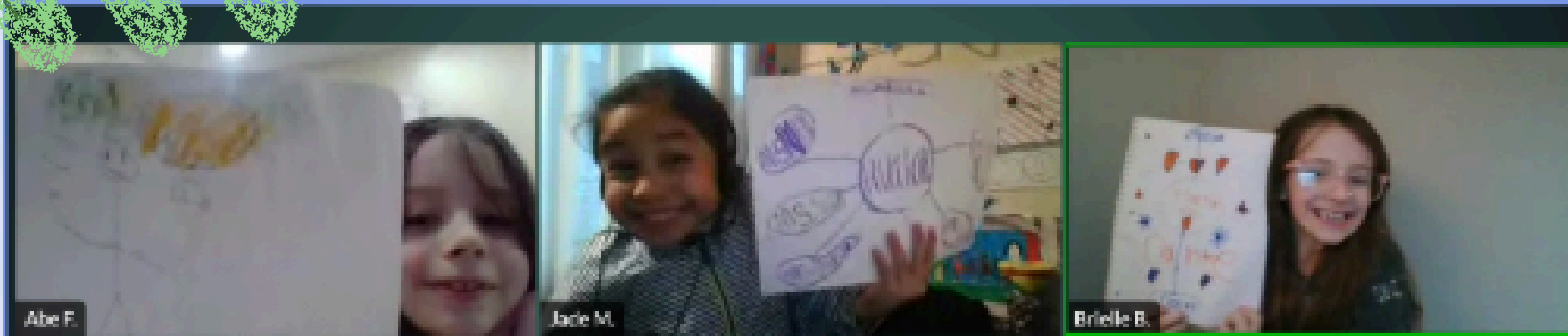


MS. Waverek

Kash



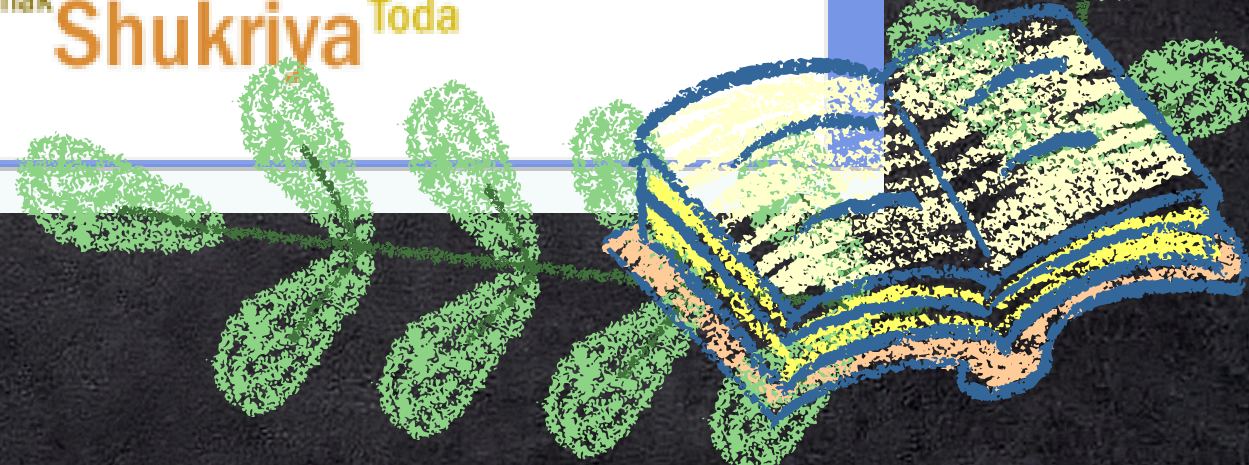
With Appreciation,  
Ms. Waverek and Kindergarten & 1st Graders



Dearest School Board Members, there are so many ways to say THANK YOU! We send you some thank you balloons and hope you really feel our gratitude!  
-2nd Grade, LaHO

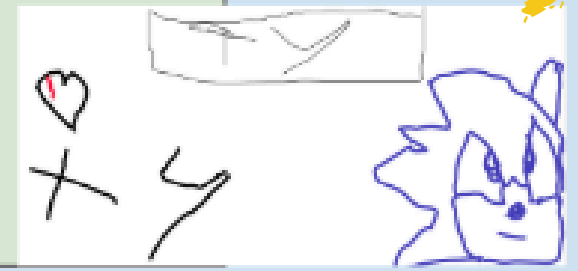


With Appreciation,  
Mr. Sederlin and 2nd Graders





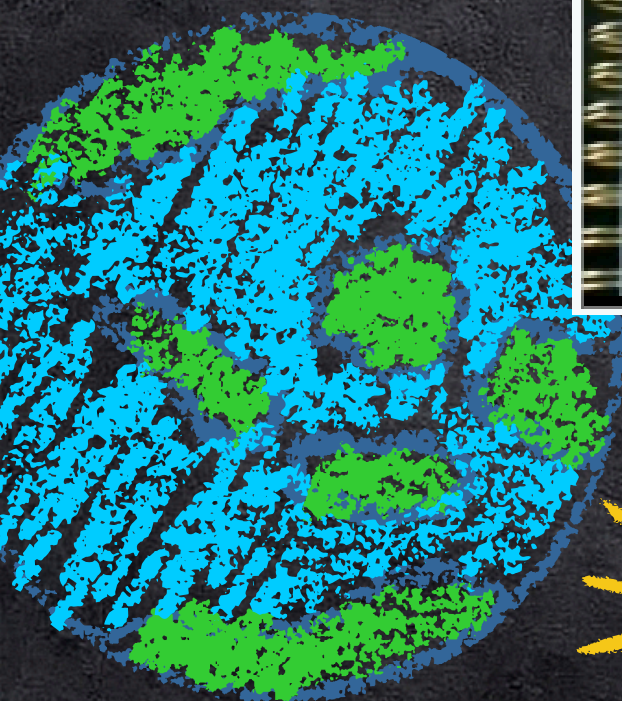
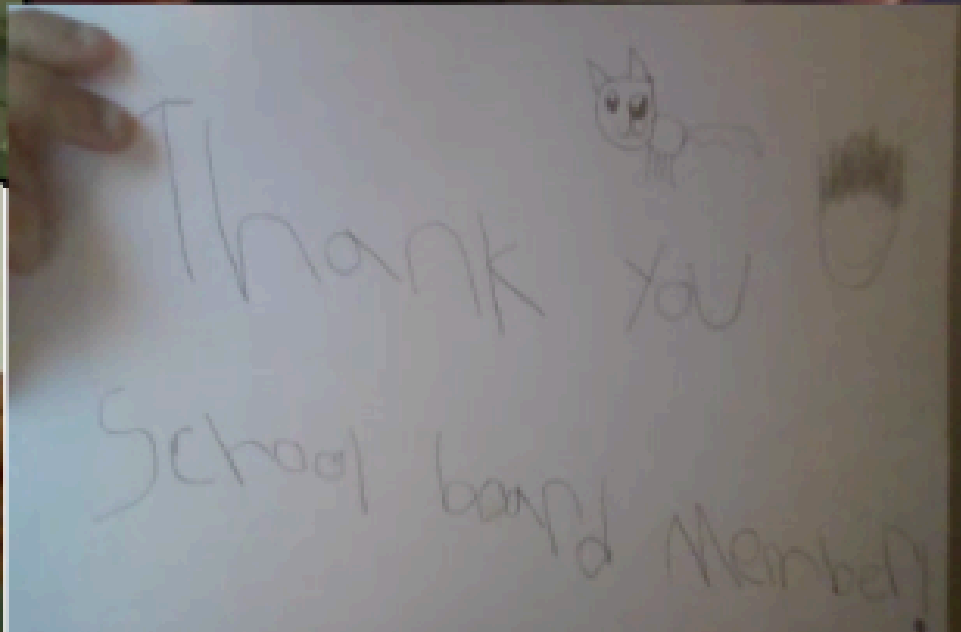
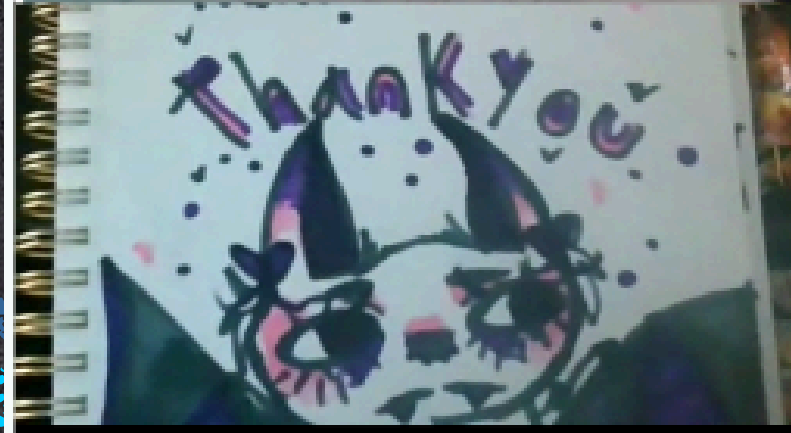
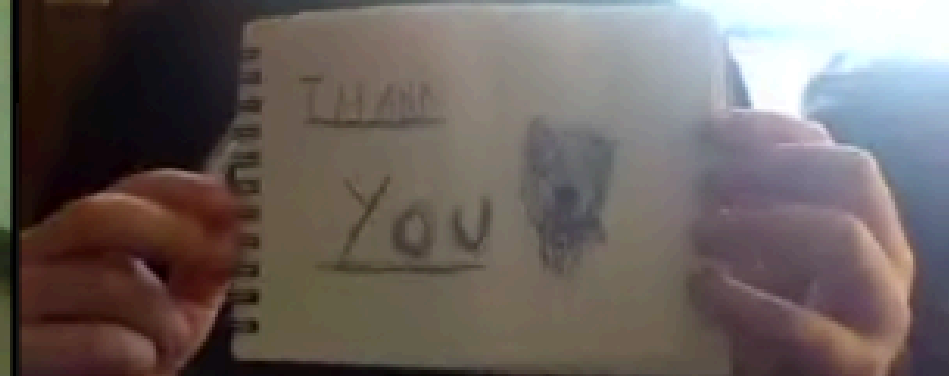
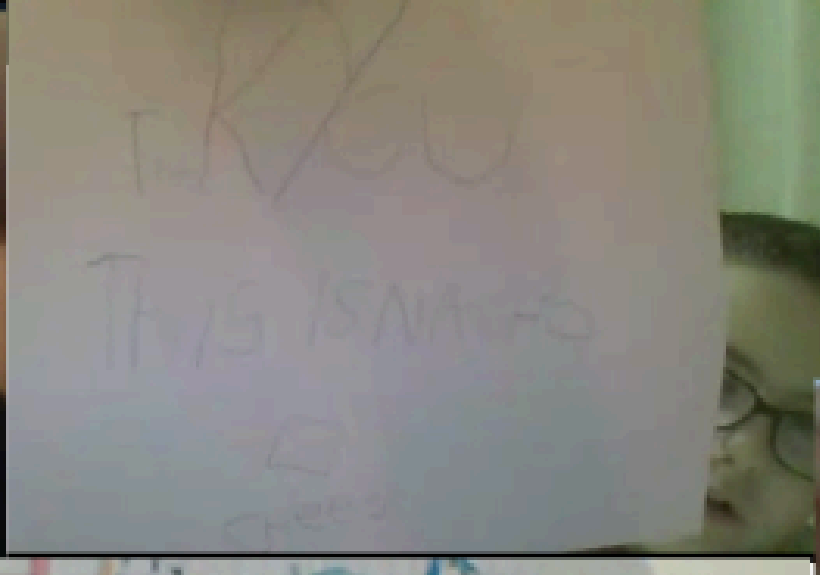
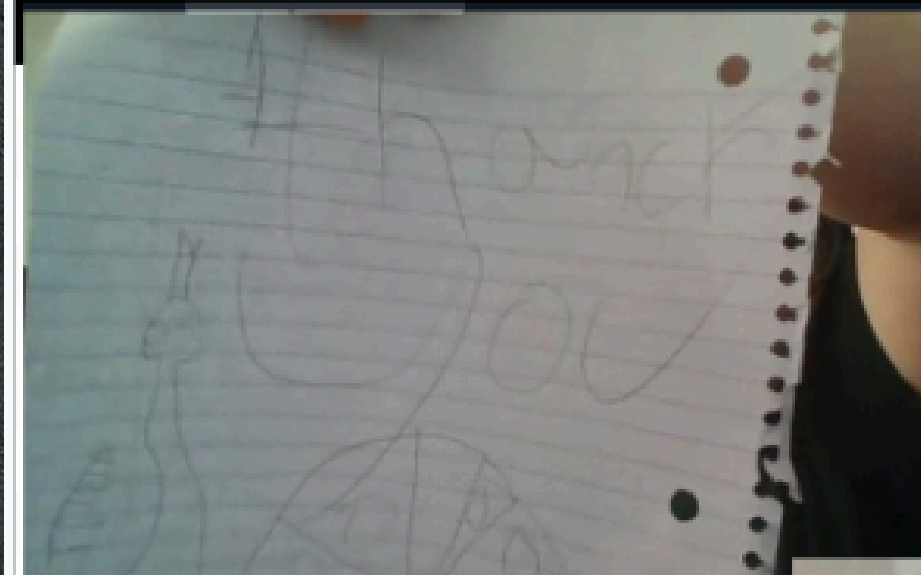
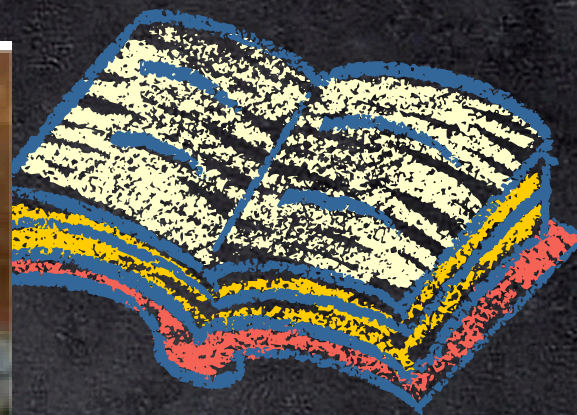
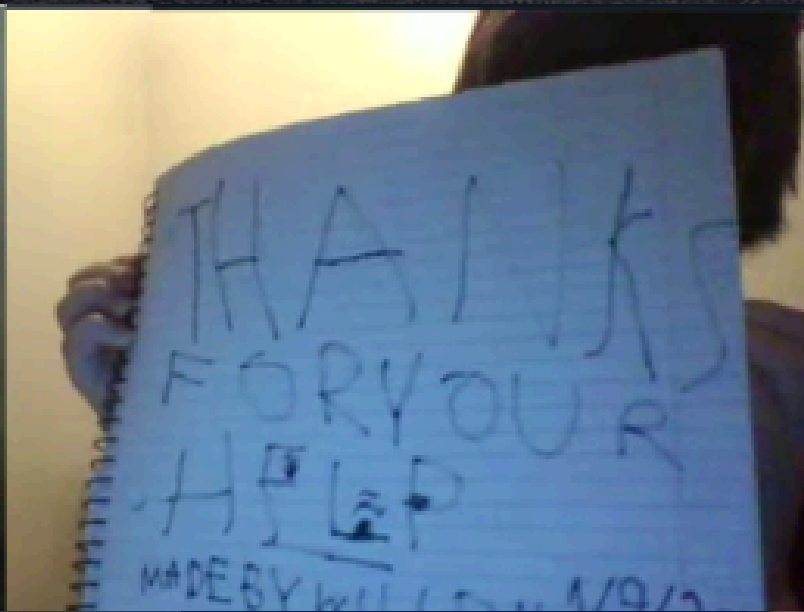
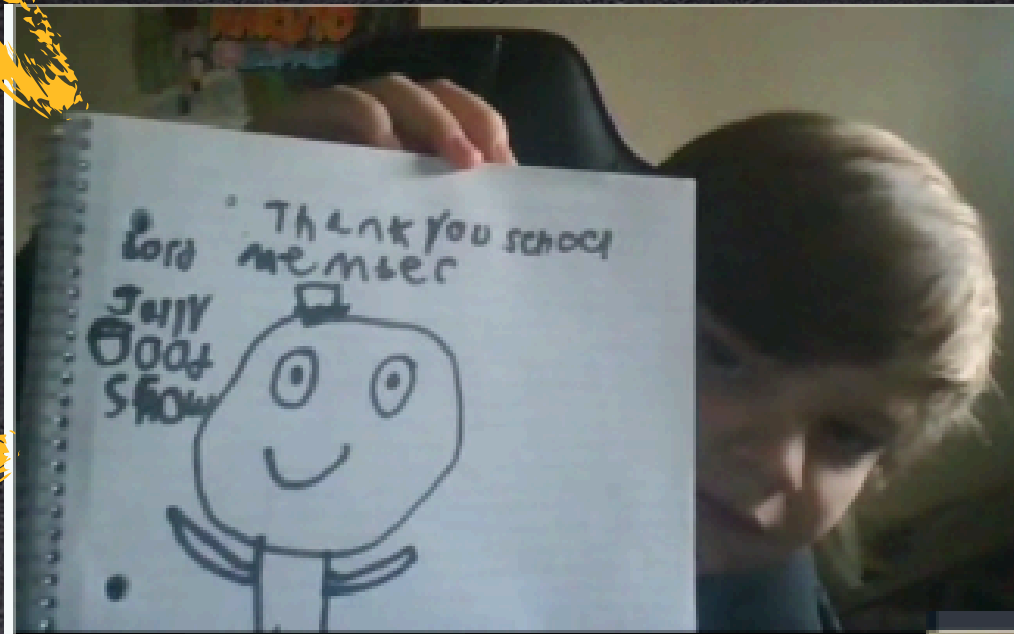
THANK YOU!



JWAYION



With Appreciation,  
Ms. Dapkus and 3rd Graders



**With Appreciation,  
Ms. Naylor and 4th/5th Graders**



We Appreciate

All You Do!



b. MOE Presentation

# Maintenance of Effort (MOE)

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Maintenance of Effort (**MOE**) is a key fiscal compliance requirement that ensures **consistent financial support from state and local governments** in federally funded programs. This session will provide an overview of MOE, detailing its purpose, the **regulations governing it**, and the **consequences of non-compliance**. Participants will learn **how MOE works**, including the **calculation and monitoring processes**. Practical application of MOE principles will be emphasized, helping participants **incorporate these requirements into their responsibilities**, ensuring compliance and maximizing program funding.

# What is it?

---

IDEA **MOE**, or Maintenance of Effort, is a requirement of the Individuals with Disabilities Education Act (IDEA) that requires Local Educational Agencies (LEAs) to **spend a certain amount of non-federal money (State/Local) on the education of children with disabilities.** The amount spent **must be at least the same or more as compared to your MOE reviewed each year.**

The purpose of IDEA MOE is to ensure that LEAs continue to spend the necessary funds to provide services for students with disabilities. **If an LEA fails to meet the MOE requirement, they may have to repay funds to the State Department and ultimately federal government.**

# Eligibility: 34 § CFR 300.203(a)(1)

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- For purposes of establishing the LEA's eligibility for an award for a fiscal year, the SEA must determine that the **LEA budgets ... at least the same amount, from at least one of the following** sources, as the LEA *spent* for that purpose from the same source for the most recent fiscal year for which information is available:
  - **(i)** Local funds only;
  - **(ii)** The combination of State and local funds;
  - **(iii)** Local funds only on a per capita basis; or
  - **(iv)** The combination of State and local funds on a per capita basis.

\*Most districts do not track state and local funds separately, but it is an option. Reach out to ODE's School Finance Unit for assistance with financial reporting if needed.

# Compliance: 34 § CFR 300.203(b)(2)

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- An **LEA meets** this standard **if it does not reduce** the level of expenditures for the education of children with disabilities made by the LEA from at least one of the following sources **below the level of those expenditures from the same source for the preceding fiscal year**, except as provided in §§ 300.204 and 300.205:
  - **(i)** Local funds only;
  - **(ii)** The combination of State and local funds;
  - **(iii)** Local funds only on a per capita basis; or
  - **(iv)** The combination of State and local funds on a per capita basis.

# MOE Compliance Total and Per Capita

---

Year	Total	Per Capita	Status
Year 1	\$ 5,000	\$ 1,000	Base Year
Year 2	\$ 6,000	\$ 1,000	Met by both
Year 3	\$ 5,500	\$ 1,000	Did not meet by Total, met Per Capita
Year 4	\$ 5,600	\$ 900	Did not meet by Total, or Per Capita
Year 5	\$ 7,000	\$ 800	Met by Total, did not meet Per Capita
Year 6	\$ 6,000	\$ 1,100	Did not meet Total, met Per Capita
Year 7	\$ 8,000	\$ 1,500	Met by both

# Options When Not Meeting MOE

---

- Exceptions: A, B, C, and D
  - A - Staffing levels
  - B – Student counts
  - C – Expensive programs
  - D – Capital assets
- Adjustments
- Recoding expenses

# Exceptions for Compliance

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- Exceptions are used to fill the gap between the prior and current year's actual expenditures
- Exceptions cannot lower the MOE threshold beyond the actual expenditures
- Exceptions can be used proactively to lower the MOE threshold
- Exceptions can also be used to reset the MOE threshold

# Exception Regulations Pt 1: 34 § CFR 300.204

---

[A]n LEA may reduce the level of expenditures ... for the preceding fiscal year if the reduction is attributable to any of the following:

- a. The **voluntary departure**, by retirement or otherwise, or departure for just cause, of special education or related services personnel.
- b. A **decrease in the enrollment** of children with disabilities.

# Exceptions Regulations Pt 2: 34 § CFR 300.204

---

c. The **termination of the obligation of the agency**, consistent with this part, to provide a program of special education to a particular child with a disability that is an **exceptionally costly program**, as determined by the SEA, because the child—

- (1) Has left the jurisdiction of the agency;
- (2) Has reached the age at which the obligation of the agency to provide FAPE to the child has terminated; or
- (3) No longer needs the program of special education.

d. The **termination of costly expenditures** for long-term purchases, such as the acquisition of equipment or the construction of school facilities.

e. The assumption of cost by the high cost fund operated by the SEA under [§ 300.704\(c\)](#).\*

\*Not applicable in Oregon

# Exception A

---

## Allowable

- Any staff who have *voluntarily* left or were terminated with just cause that are AOR 320
- An employee who was employed one year and offered the position back but does not accept it the following
- An employee terminated for just cause
- The difference between a teacher on leave and a long-term sub

## Not Allowable

- Employees laid off due to reduction in force by LEA
- Employees whose duties have been changed by the LEA
- An employee whose contract was not renewed because of the termination of a need of a student\*

\* Will apply elsewhere

# Exception B

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- Based on your December 1 child count (in the year of review)
- Applied automatically through your application
- Applied as the percentage difference between the prior and current year's enrollment of students with a disability

# Exception C

---

- An LEA stops providing an exceptionally costly program to a child with a disability
  - An exceptionally costly program threshold is \$5,000
- A child may still need other services, but the exceptionally costly program need has been terminated
- Applies to facility placements, one-to-one nurses, specialized transportation, educational interpreter, hearing or visual impairment teacher

# Examples of Exception C

---

- A student at a private residential facility graduates with a regular diploma. The program is no longer needed and the entire cost of the program can be deducted
- An LEA was paying \$100,000 annually for a student who was at an in-state residential facility, but the IEP team determines that placement is no longer necessary. The *IEP is changed* to reflect this, and the student returns back to the LEA but will still need services totaling \$40,000. The LEA may use the difference of \$60,000 as an exception
- Prior to the start of the school year, a student's IEP was updated to reflect that they no longer needed a one-to-one aid, so their contract was not renewed. Because the contract was not renewed on the LEA's side, it is not a voluntary staff departure. However, because this was a position tied to an IEP, this is the termination of a high-cost program and can be included as exception C

# Exception D

---

- Termination of high-cost long-term purchases applies to capital equipment with a per unit cost of \$5,000 or more
- Only applies to purchases made with non-grant funds (General funds)
- Examples include:
  - A lifter
  - A specialized vehicle
  - An approved construction or remodel project >>>

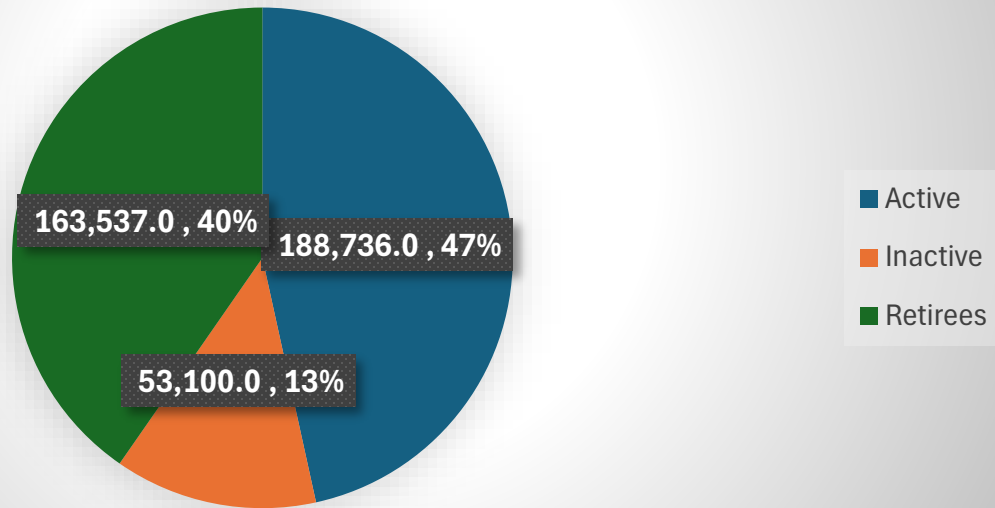


c. PERS Presentation

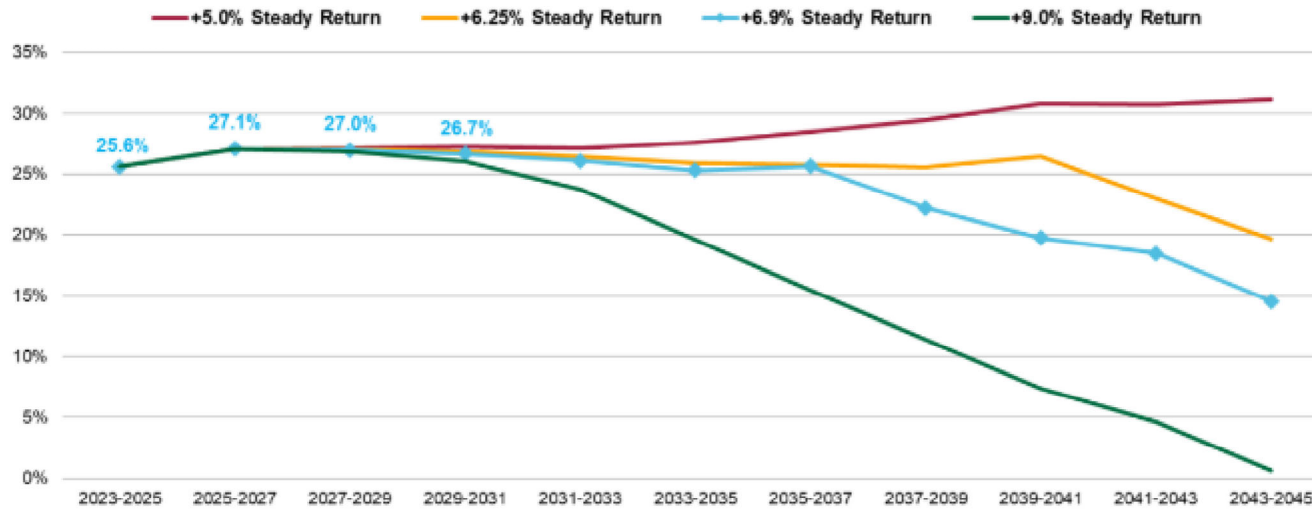
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# Public Employee Retirement System (PERS)

# Total Number of PERS Members 405,373



## Employer Collared Base Pension Rates (System Average)



- If future investment returns are near assumption, system average employer collared base pension rates in 2027-29 are projected to be similar to 2025-27 rates
- Blue line: rates decrease as new OPSRP members replace exiting Tier One / Tier Two members
- 2027-29 rates will be based on asset returns through December 31, 2025, along with assumption and methods adopted after the upcoming Experience Study

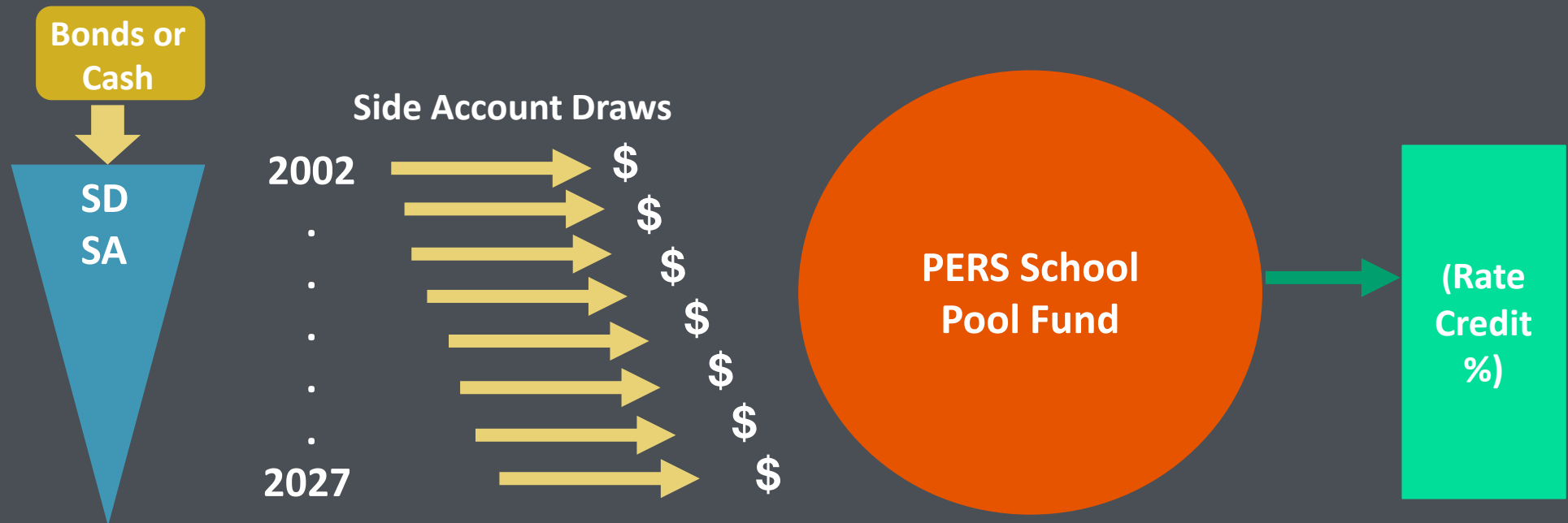
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## LIMITED OPTIONS AVAILABLE

- Short of the availability of new revenue to fund PERS costs, what options are available?
    - Legislative solutions
      - Largely exhausted and/or modest prospective changes
    - Squirreling away existing resources to offset future increases:
      - Create PERS Reserve Fund held at the District
      - Create cash funded side account at PERS
    - Issue Pension Bonds (POBs) to borrow money to fund a side account at PERS if market conditions are promising
-

# SIDE ACCOUNTS – THE BASICS

- Side Accounts (SAs): extra deposit made to dedicated PERS fund
  - Invested with overall PERS portfolio – subject to losses!
- Generally drawn down over 20-25 years, used to reduce payroll rates through rate credit
- Rate credit adjusted with each rate-setting valuation



---

## **POBS MAY HELP REDUCE PENSION COSTS**

- Concept is to borrow at low interest rates and *if* returns exceed borrowing rate, borrowers generally save
    - “Generally” because other factors can impact performance
    - Outcome unknown when bonds are issued
  - Federal tax law requires POBs sold on taxable basis
    - Interest rates higher than on typical tax-exempt borrowings
  - Bond proceeds sent directly to PERS and deposited into a SA
  - SAs are drawn down and provide ‘rate credit’ over 20 years
  - Earnings/losses credited directly to SA; not subject to collar
    - Means net rate fluctuation can be more volatile
-

---

# POBS ARE AN ARBITRAGE PLAY!

Issuing a POB is not like refinancing your mortgage...

Success from borrowing largely depends on the market returning more than the cost of the bond. In concept:

- If returns  $>$  borrowing rate, pension costs lower than if no bonds were issued
- If returns = borrowing rate, break even
- If returns  $<$  borrowing rate, pension costs higher than if no bonds were issued

So there is a chance that overall PERS costs are increased by issuing POBs...

---

---

# PERS INVESTMENTS

OIC manages PERS' investments.

## Average Rates of Return (1970-2022):

Regular account earnings:	10.11%
Tier One Crediting:	9.30%
Tier Two Crediting:	9.30%
Variable Crediting:	10.57%
Avg. SA return 2007-2022:	7.70%

**YTD earnings as of 9/30/2024: 6.11%**

---

## THERE ARE OTHER RISKS TOO...

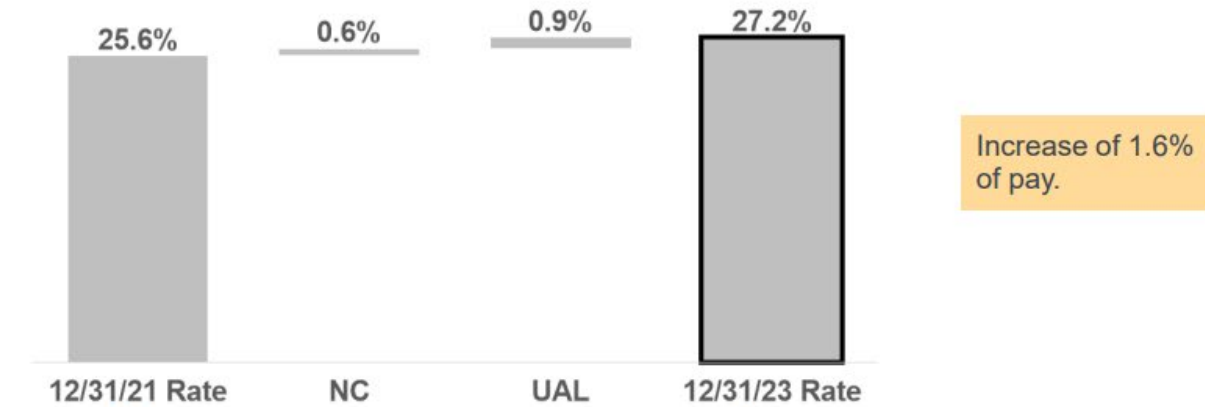
- Timing of earnings matter; early negative returns are hard to overcome, and may more than offset later positive returns
  - Rate credits will not be consistent:
    - Particularly fast or slow growth in payroll relative to assumption can cause increases or decreases in rate credits. If extreme and extended, may affect compounding (and potential savings)
    - Reductions in assumed rate increase UALs and reduce rate credits, at least temporarily
    - Earnings variability will cause volatility, even if earnings rate exceeds bond rates
    - SAs cause 'doubling down' of investment performance in Fund
-

# VOLATILITY ILLUSTRATION

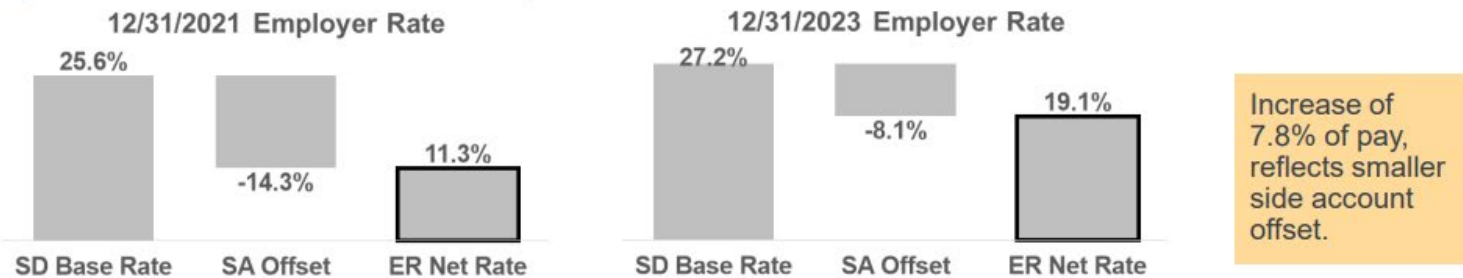
## Net Rate Change: School District Illustration

Weighted by 12/31/2023 valuation payroll (Tier One/Tier Two, OPSRP GS, OPSRP PF)

### School Districts without Side Accounts



### Illustrative School with Side Account



# Celebrating Successes

Most SDs who utilized SAs have saved substantial amounts  
Select Examples:

School District		Pension Bonds Issued	Total Savings through 2023	School District		Pension Bonds Issued	Total Savings through 2023
1	Baker	\$ 27,759,010	\$ 9,732,390	11	Monroe	\$ 1,738,361	\$ 1,110,791
2	Beaverton	269,155,000	85,635,917	12	North Clackamas	114,083,012	86,919,918
3	Eugene	53,435,000	19,675,456	13	North Marion	27,249,719	8,957,558
4	Forest Grove	30,100,000	10,165,128	14	Portland Public	891,063,897	431,625,814
5	Gladstone	16,513,406	14,224,312	15	Reedsport	2,908,726	2,500,415
6	Hillsboro	142,135,000	49,126,939	16	Salem	253,757,763	126,249,812
7	Hood River	25,118,416	15,351,335	17	South Lane	49,321,831	14,739,404
8	InterMountain ESD	23,339,618	8,262,696	18	Sutherlin	10,762,642	8,149,441
9	John Day	3,624,301	2,982,521	19	Sweet Home	17,289,072	13,019,171
10	Lincoln County	46,551,519	22,842,927	20	2007 Issuer	41,385,000	(3,505,478)
Total Savings:				\$ 927,766,467			

Overall savings have exceeded \$1 billion since 2002.

## Summary of PERS Employer Contribution Rates

Rates shown reflect the effect of side account rate offsets and retiree healthcare contributions,  
and exclude contributions to the IAP and debt service for pension obligation bonds.

Employer Number	Employer Name	Net Employer Contribution Rate 7/1/23 - 6/30/25			Net Employer Contribution Rate 7/1/25 - 6/30/27		
		Tier One / Tier Two Payroll (reflects 2.40% member redirect offset)	OPSRP General Service Payroll (reflects 0.65% member redirect offset)	OPSRP Police and Fire Payroll	Tier One / Tier Two Payroll (reflects 2.40% member redirect offset)	OPSRP General Service Payroll (reflects 0.65% member redirect offset)	OPSRP Police and Fire Payroll
<b>School Districts</b>							
.....							
<b>School</b>							
4404	Alliance Charter Academy	26.42%	23.58%	28.37%	28.43%	25.25%	30.52%
4306	Amity School District	1.18%	0.00%	3.13%	13.47%	10.29%	15.56%
3446	Ashwood School	24.27%	21.43%	26.22%	19.69%	16.51%	21.78%
3003	Baker School District #5J	5.27%	2.43%	7.22%	20.26%	17.08%	22.35%
4035	Banks School District	22.17%	19.33%	24.12%	26.74%	23.56%	28.83%
4062	Beaverton School District	17.93%	15.09%	19.88%	23.11%	19.93%	25.20%
3291	Bend-La Pine Public Schools	19.32%	16.48%	21.27%	23.32%	20.14%	25.41%
3510	Bethel School District	12.82%	9.98%	14.77%	18.23%	15.05%	20.32%
3451	Black Butte School District	24.32%	21.48%	26.27%	26.24%	23.06%	28.33%
3283	Brookings-Harbor School District #17C	8.18%	5.34%	10.13%	15.73%	12.55%	17.82%
3320	Camas Valley School District #21	25.80%	22.96%	27.75%	28.23%	25.05%	30.32%
4333	Canby School District	7.23%	4.39%	9.18%	17.09%	13.91%	19.18%
4334	Cascade School District #5	11.18%	8.34%	13.13%	22.98%	19.80%	25.07%
3859	Central School District #13J	14.00%	11.16%	15.95%	21.01%	17.83%	23.10%
4259	Clackamas Education Service District	16.38%	13.54%	18.33%	25.93%	22.75%	28.02%
3179	Clatsop County School District #1C	1.11%	0.00%	3.06%	14.93%	11.75%	17.02%
3116	Colton School District #53	26.09%	23.25%	28.04%	28.31%	25.13%	30.40%
3242	Coos Bay School District #9	20.81%	17.97%	22.76%	24.68%	21.50%	26.77%
3039	Corvallis School District #509J	16.13%	13.29%	18.08%	22.32%	19.14%	24.41%
3970	Cove School District	25.58%	22.74%	27.53%	27.72%	24.54%	29.81%
3502	Creswell School District #40	22.17%	19.33%	24.12%	25.52%	22.34%	27.61%
3274	Crook County School District	8.25%	5.41%	10.20%	20.28%	17.10%	22.37%
3850	Dallas School District	11.97%	9.13%	13.92%	17.66%	14.48%	19.75%
3843	David Douglas School District	23.86%	21.02%	25.81%	26.97%	23.79%	29.06%
4291	Dayton Public Schools	3.68%	0.84%	5.63%	13.01%	9.83%	15.10%
4237	Douglas Education Service District	24.19%	21.35%	26.14%	28.02%	24.84%	30.11%
4012	Dufur Schools	27.47%	24.63%	29.42%	29.38%	26.20%	31.47%
3927	Echo School District	6.75%	3.91%	8.70%	15.24%	12.06%	17.33%
4323	Estacada School District #108	15.97%	13.13%	17.92%	23.96%	20.78%	26.05%
3473	Eugene School District 4J	21.68%	18.84%	23.63%	26.72%	23.54%	28.81%
3887	Falls City School District	12.75%	9.91%	14.70%	27.23%	24.05%	29.32%
3494	Fern Ridge School District	13.37%	10.53%	15.32%	17.60%	14.42%	19.69%
4405	Forest Grove Community School	27.16%	24.32%	29.11%	29.17%	25.99%	31.26%
4313	Forest Grove School District	19.02%	16.18%	20.97%	23.58%	20.40%	25.67%
4034	Gaston Public Schools	7.82%	4.98%	9.77%	18.67%	15.49%	20.76%
4329	Gervais School District #1	0.00%	0.00%	1.67%	4.00%	0.82%	6.09%

## Summary of PERS Employer Contribution Rates

Rates shown reflect the effect of side account rate offsets and retiree healthcare contributions,  
and exclude contributions to the IAP and debt service for pension obligation bonds.

Employer Number	Employer Name	Net Employer Contribution Rate 7/1/23 - 6/30/25			Net Employer Contribution Rate 7/1/25 - 6/30/27		
		Tier One / Tier Two Payroll (reflects 2.40% member redirect offset)	OPSRP General Service Payroll (reflects 0.65% member redirect offset)	OPSRP Police and Fire Payroll	Tier One / Tier Two Payroll (reflects 2.40% member redirect offset)	OPSRP General Service Payroll (reflects 0.65% member redirect offset)	OPSRP Police and Fire Payroll
<b>School Districts</b>							
.....							
<b>School</b>							
3160	Gladstone School District #115	2.95%	0.11%	4.90%	18.95%	15.77%	21.04%
3316	Glide School District #12	17.72%	14.88%	19.67%	24.35%	21.17%	26.44%
4219	Grant County Education Service District	23.62%	20.78%	25.57%	27.21%	24.03%	29.30%
4260	Greater Albany School District #8J	19.17%	16.33%	21.12%	23.50%	20.32%	25.59%
4332	Gresham-Barlow School District #10	12.99%	10.15%	14.94%	20.72%	17.54%	22.81%
4326	Harney County School District #3	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
4258	Hermiston School District #8R	5.68%	2.84%	7.63%	15.72%	12.54%	17.81%
4252	High Desert Education Service District	17.87%	15.03%	19.82%	26.26%	23.08%	28.35%
4341	Hillsboro School District #1J	16.69%	13.85%	18.64%	23.39%	20.21%	25.48%
3409	Hood River County School District	15.95%	13.11%	17.90%	23.16%	19.98%	25.25%
4223	InterMountain Education Service District	8.84%	6.00%	10.79%	19.69%	16.51%	21.78%
4220	Jefferson County Education Service District	15.78%	12.94%	17.73%	17.46%	14.28%	19.55%
3729	Jefferson School District #14Cj	5.63%	2.79%	7.58%	13.46%	10.28%	15.55%
4315	John Day School District	8.81%	5.97%	10.76%	23.09%	19.91%	25.18%
3520	Junction City School District #69	15.73%	12.89%	17.68%	18.91%	15.73%	21.00%
3965	La Grande Public Schools	6.57%	3.73%	8.52%	12.77%	9.59%	14.86%
3461	Lake County School District #7	12.20%	9.36%	14.15%	18.15%	14.97%	20.24%
4268	Lake Oswego School District	15.15%	12.31%	17.10%	23.06%	19.88%	25.15%
4276	Lane County Education Service District	21.31%	18.47%	23.26%	27.71%	24.53%	29.80%
3579	Lincoln County School District	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3447	Madras School District	7.36%	4.52%	9.31%	18.78%	15.60%	20.87%
4142	McMinnville Schools	18.26%	15.42%	20.21%	23.33%	20.15%	25.42%
4288	Medford School District #549C	23.16%	20.32%	25.11%	26.21%	23.03%	28.30%
4335	Milton-Freewater Unified School District #7	0.76%	0.00%	2.71%	7.80%	4.62%	9.89%
4423	Molalla River Academy	26.79%	23.95%	28.74%	28.87%	25.69%	30.96%
4331	Molalla River School District	0.00%	0.00%	0.00%	6.75%	3.57%	8.84%
4340	Monroe School District #1J	14.64%	11.80%	16.59%	20.65%	17.47%	22.74%
3372	Monument School District #8	5.89%	3.05%	7.84%	14.67%	11.49%	16.76%
3809	Morrow County Schools	11.72%	8.88%	13.67%	20.27%	17.09%	22.36%
4238	Multnomah Education Service District	3.09%	0.25%	5.04%	13.67%	10.49%	15.76%
4336	Nestucca Valley School District #101	20.14%	17.30%	22.09%	26.33%	23.15%	28.42%
4135	Newberg School District #29Jt	9.61%	6.77%	11.56%	16.17%	12.99%	18.26%
3245	North Bend Public Schools	19.59%	16.75%	21.54%	22.53%	19.35%	24.62%
4321	North Clackamas School District #12	13.53%	10.69%	15.48%	21.58%	18.40%	23.67%
3463	North Lake School District #14	26.54%	23.70%	28.49%	28.80%	25.62%	30.89%
3730	North Marion School District #15	1.38%	0.00%	3.33%	11.97%	8.79%	14.06%

## Summary of PERS Employer Contribution Rates

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<b>School Districts</b>							
.....							
<b>School</b>							
4342	North Santiam School District #29J	0.24%	0.00%	2.19%	6.49%	3.31%	8.58%
4381	North Wasco County School District #21	13.33%	10.49%	15.28%	26.22%	23.04%	28.31%
3307	Oakland School District	25.93%	23.09%	27.88%	28.41%	25.23%	30.50%
3524	Oakridge School District	13.91%	11.07%	15.86%	18.58%	15.40%	20.67%
3684	Ontario School District #8C	18.21%	15.37%	20.16%	24.24%	21.06%	26.33%
3122	Oregon City School District #62	6.36%	3.52%	8.31%	12.45%	9.27%	14.54%
4345	Oregon Trail School District 46	27.38%	24.54%	29.33%	29.31%	26.13%	31.40%
3462	Paisley School District	25.61%	22.77%	27.56%	28.17%	24.99%	30.26%
3820	Parkrose School District	9.17%	6.33%	11.12%	13.48%	10.30%	15.57%
3931	Pendleton School District #16R	2.83%	0.00%	4.78%	13.82%	10.64%	15.91%
3043	Philomath School District #17J	19.18%	16.34%	21.13%	24.97%	21.79%	27.06%
3414	Phoenix-Talent School District	13.59%	10.75%	15.54%	22.65%	19.47%	24.74%
3958	Pilot Rock School District #2R	13.64%	10.80%	15.59%	21.31%	18.13%	23.40%
3470	Pleasant Hill School District	27.26%	24.42%	29.21%	29.23%	26.05%	31.32%
3818	Portland Public Schools	0.00%	0.00%	1.29%	8.60%	5.42%	10.69%
4403	Portland Village School	26.37%	23.53%	28.32%	28.73%	25.55%	30.82%
3370	Prairie City School District #4	20.48%	17.64%	22.43%	25.45%	22.27%	27.54%
4320	Rainier School District #13	12.44%	9.60%	14.39%	19.66%	16.48%	21.75%
4311	Redmond School District #2J	8.14%	5.30%	10.09%	15.01%	11.83%	17.10%
4312	Reedsport School District	15.82%	12.98%	17.77%	22.80%	19.62%	24.89%
3824	Reynolds School District	8.43%	5.59%	10.38%	18.70%	15.52%	20.79%
3847	Riverdale School	13.98%	11.14%	15.93%	21.50%	18.32%	23.59%
3310	Roseburg Public Schools	1.38%	0.00%	3.33%	11.71%	8.53%	13.80%
3735	Salem-Keizer Public Schools	16.31%	13.47%	18.26%	22.51%	19.33%	24.60%
3665	Santiam Canyon School District	14.43%	11.59%	16.38%	21.37%	18.19%	23.46%
3000	School Districts	27.87%	25.03%	29.82%	29.70%	26.52%	31.79%
3647	Scio School District #95C	23.35%	20.51%	25.30%	25.54%	22.36%	27.63%
3187	Seaside Schools	16.97%	14.13%	18.92%	22.26%	19.08%	24.35%
4440	Sheridan Allprep Academy	24.16%	21.32%	26.11%	28.78%	25.60%	30.87%
4144	Sheridan School District #48J	26.93%	24.09%	28.88%	28.85%	25.67%	30.94%
4337	Sherman County School District	19.01%	16.17%	20.96%	22.56%	19.38%	24.65%
4317	Sherwood School District #88J	22.84%	20.00%	24.79%	26.09%	22.91%	28.18%
4270	Silver Falls School District	6.34%	3.50%	8.29%	15.83%	12.65%	17.92%
3296	Sisters School District	9.51%	6.67%	11.46%	21.16%	17.98%	23.25%
3537	Siuslaw School District #97J	14.41%	11.57%	16.36%	24.84%	21.66%	26.93%
3506	South Lane School District	0.00%	0.00%	0.00%	7.17%	3.99%	9.26%

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..... School Districts ..... School							
3319	South Umpqua School District	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3487	Springfield School District #19	4.19%	1.35%	6.14%	12.57%	9.39%	14.66%
4279	St Helens School District #502	3.97%	1.13%	5.92%	14.84%	11.66%	16.93%
3942	Stanfield School District	10.01%	7.17%	11.96%	17.89%	14.71%	19.98%
3353	Sutherlin School District #130	4.26%	1.42%	6.21%	15.00%	11.82%	17.09%
3618	Sweet Home School District #55	5.01%	2.17%	6.96%	12.90%	9.72%	14.99%
4380	The Emerson School	26.15%	23.31%	28.10%	28.38%	25.20%	30.47%
4338	Three Rivers U J School District	15.99%	13.15%	17.94%	20.65%	17.47%	22.74%
4316	Tigard-Tualatin School District #23J	23.69%	20.85%	25.64%	27.33%	24.15%	29.42%
3902	Tillamook Public Schools	0.00%	0.00%	0.65%	7.81%	4.63%	9.90%
3928	Umatilla School District #6R	11.33%	8.49%	13.28%	20.35%	17.17%	22.44%
3966	Union County School District	16.42%	13.58%	18.37%	24.37%	21.19%	26.46%
3195	Warrenton-Hammond School District	20.94%	18.10%	22.89%	25.22%	22.04%	27.31%
3075	West Linn School District	7.92%	5.08%	9.87%	16.01%	12.83%	18.10%
4254	Willamette Education Service District	12.79%	9.95%	14.74%	25.09%	21.91%	27.18%
4314	Willamina School District #30J	23.59%	20.75%	25.54%	26.51%	23.33%	28.60%
3349	Winston-Dillard Schools	0.00%	0.00%	0.00%	1.11%	0.00%	3.20%
4166	Yamhill-Carlton School District #1	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

d. Updated Charter Agreement



**Alsea School District 7J  
Board Recommendation Form**

**To:** The Board of Directors of Alsea School District  
**Prepared By:** Krista Nieraeth, Superintendent  
**Date:** January 13, 2025

**Background:** The charter that the district currently runs under was done incorrectly and is missing language that is required by law. As you all know, there were issues also with the student enrollment and the number that could be in person versus online and when those numbers would make Alsea Charter School classified as a virtual charter school vs. a brick and mortar school. OSBA recommended that the charter be amended to ensure the charter is legal. I worked with OSBA to create a charter that followed legal requirements. This final document has been passed through our legal counsel, who said it followed all legal requirements.

**Action Requested:** To approve the amended charter as presented.

**Motion Requested:** "I motion to approve the amended charter as presented."

**CHARTER FOR THE**  
**ALSEA CHARTER SCHOOL**  
301 S 3<sup>rd</sup> St  
Alsea, OR 97324

THIS CHARTER FOR THE ALSEA CHARTER SCHOOL is entered into and executed on July 12, 2021 by and between the Board of the Alsea School District ("District") an Oregon school district, and the Alsea Charter School, ("ACS"), an Oregon K-12 Charter School.

**RECITALS**

WHEREAS, the Oregon legislature has enacted ORS CHAPTER 338 (the "Charter School Act") to set forth, among other things, the conditions under which a public charter school may be sponsored by a common school district; and

WHEREAS, the Board held a public hearing on the provisions of the proposal in accordance with ORS 338.055 (1) and evaluated the criteria set forth in the Charter School Act; and

WHEREAS, by board vote passed July 12, 2021, the District Board conditionally granted the application contingent upon the negotiation and execution of a contract acceptable to ACS and the District; and

WHEREAS, the Charter School Act requires that ACS and the District enter into this agreement to establish the charter under which the Alsea School District will operate as a public charter school; and

WHEREAS, the parties desire that the Alsea School District be authorized to continue to operate as a public charter school in accordance with the terms of this Charter and the Charter School Act;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual understandings, releases, and payments herein described, the parties agree as follows:

## SECTION 1 - Purpose of the Alsea Charter School

**Philosophy and Mission.** The philosophy of Alsea Charter School (ACS) is to build stronger working relationships among educators, parents, and other community members. ACS will create a community-based, technology-infused, problem-solving curriculum for grades Kindergarten through 12, incorporating state content standards aimed at preparing students to meet or exceed state assessments, build leadership skills, and prepare students for life beyond school.

**Non-religious and Non-discrimination Policy.** The education program of ACS shall be nonreligious and nonsectarian. ACS shall not discriminate against any student or staff on the basis of race, creed, color, sex, national origin, religion, ancestry, disability, marital status, sexual orientation, English language ability, athletic ability, income level or political beliefs and/or affiliations. All student enrollment and admission policies and procedures shall strictly adhere to ACS's nondiscrimination policy. ACS will comply with all applicable federal and state laws, rules and regulations regarding nondiscrimination.

## SECTION 2 - Interpretation: Integration

**Definitions.** Capitalized terms used in this Charter and not otherwise defined shall have the meanings set forth below:

**"Admission"** means that a student has been formally accepted as a student at ACS and has enrolled with ACS in accordance with the ACS admission policies and procedures.

**"Board of Directors"** means the elected Alsea School District Board of Directors.

**"Charter Board or Charter Board of Directors"** means the elected Alsea School District Board of Directors.

**"Charter School Act"** means ORS Chapter 338 and the rules and regulations promulgated by the Department there under, as the same may be, from time to time, amended or modified.

**"Core"** means those teachers delivering language arts, math, science or social studies instruction, including elementary teaching staff.

**"Department"** means the Oregon Department of Education.

**"District"** means the Alsea School District.

**"Fiscal Year"** means, with respect to the District of ACS, any twelve-month period beginning on July 1 and ending on the ensuing June 30.

**"Full-time Enrolled Student (FTE)"** means a student attending ACS grades K-12 shall count as a 1.0 FTE.

**"IDEA"** means the Federal Individuals with Disabilities Education Act, commonly referred to as public Law 94-142 (as amended).

**"IEP"** means an individualized education program created for a student with disabilities to whom the IDEA applies.

**"IEP Team"** means a committee of qualified educators charged with the task of evaluating the special needs of a Special Education Student to create an IEP for the student and determine the most appropriate educational setting for the student.

**"ACS"** means, as the context requires, the Alsea Charter School, a charter school formed for the purpose of converting and operating a kindergarten through grade twelve (12) school district, as a public charter school district.

**"Special Education Student"** means a child with disabilities for whom the IDEA requires the development of an IEP.

**"State"** Means the State of Oregon and, as the context requires, Oregon's executive, judicial or legislative bodies and their agents and agencies.

**Incorporation of Attachments and Interpretation of Conflicts.** This charter application will be incorporated as if fully set forth herein, provided that, if any conflict exists between the provisions of the body of this Charter, applicable state law and the provisions of the attachment, priority in interpretation shall be first given to federal and state law and administrative rules, then to the body of this Charter, and lastly, to the provisions of the hereto to be included: The Alsea School District Integrated Plan.

### **SECTION 3 - Term**

**Initial Term.** This Charter application will be effective upon approval of both parties and, unless otherwise terminated as provided herein, shall expire at midnight on June 30, 2026.

### **SECTION 4 - Educational Program and Curriculum**

**Age and Grade Range.** Unless modified as provided herein, ACS shall provide instruction to students in grades K-12.

#### **Curriculum.**

**General Requirements.** ACS shall implement its instructional programs to include, at a minimum, mathematics, science, social science, language arts, physical education, health, vocational technology and agriculture, second language, and the arts. ACS shall have the authority and responsibility of designing and implementing its educational program, subject to the conditions of this Charter, in a manner consistent with state law.

**State Standards.** ACS agrees to develop and maintain curricular content that is articulated K-12 and aligned to the state standards in English, mathematics, science, and social science. Assessment tools for essential skills will be implemented and utilized. The program for the Arts will be developed as art and vocational technology. Physical education will include elementary and secondary grades. ACS will provide adequate course offerings to ensure all students the opportunity to accomplish essential skills and expanded options and receive a diploma upon successful completion of that course work and the required assessments. The educational program, pupil performance standards and curriculum designed and implemented by ACS shall meet or exceed applicable content standards adopted by the State and shall be designed to enable each pupil to achieve such standards.

**English as a Second Language.** ACS shall assess the English language proficiency of any students identified as coming from a non-English-speaking background, or whose first language is other than English. ACS shall provide English as a Second Language Program for such students as they qualify.

**Participation in Extracurricular Activities of ACS.** ACS students are eligible to participate in extracurricular activities provided by the Charter according to the eligibility requirements of OSAA (Oregon Schools Athletic Association) and District Student Activities Policy. ACS transfer students must comply with applicable OSAA rules before being eligible to participate in OSAA extracurricular activities.

**Aligned Education Model.** ACS will achieve its mission and educational goals through the development of an aligned K-12 curriculum that focuses ACS resources, optimizes student learning, increases efficiency, and eliminates curricular gaps by aligning to the State Benchmarks. The staff will receive training in their specific content area(s); innovative teaching techniques; classroom management; curriculum development; methodology related to effective practices within a small, remote, rural educational environment; and other areas of professional development.

**Innovative Programs may include but are not limited to:**

- Develop community partnerships in core and elective classes
- Develop a personalized education plan (PEP) for each student
- An emphasis on skill building and leadership development throughout the curriculum
- Project-based learning
- Online courses
- Science, Technology, Engineering, Arts, and Math (STEAM) educational offerings

ACS will grant credits to its students under the applicable laws and rules.

**SECTION 5 - Opening date and School Calendar; Tuition; Admission and Enrollment**

**School Calendar.** The ACS school year and attendance schedule will be based on and developed with the goal of accommodating curricular needs and employee contracts of ACS and will adhere to the District Adopted Calendar.

**Tuition.** ACS will not charge tuition for programs, classes or courses of study as part of the regular school program. ACS may charge reasonable fees for tuition, application processing, instructional materials, related to optional coursework available online or through other distance or independent learning providers. ORS 339.141, 339.147, and 339.155 will apply to fees charged to students.

**Students in Poverty.** ACS shall provide waivers from all fees for those students unable to pay in accordance with applicable federal and state law and ACS policy. ACS shall survey its student population for those eligible for free and reduced breakfast and lunches under federal and state law, if ACS elects to provide breakfasts, lunches or other meal related programs for students.

**Policies and Procedures for Admission and Enrollment**

**Eligibility; Voluntary Enrollment.**

Student enrollment shall be voluntary. All students who reside in the District are eligible for enrollment, and, under the conditions set forth herein, and as permitted by State law and District Policies, students who reside outside of the District ("non-resident students") may also be admitted. Enrollment of Special Education Students shall be the same as for the students in general, except as modified by the special placement procedures set forth in Section 6. The ACS enrollment application form will ask if the student applicant has an IEP or a 504 plan but this information shall not be used to determine eligibility. Students who choose not to attend ACS may transfer to other district regional schools, charter schools, or home school by requesting a transfer.

## **Enrollment Numbers**

**Enrollment Target.** Student enrollment shall be generally limited based on grade level as follows: K-12 range (23 students per classroom (K – 6) and per class (7 – 12)) with a total school enrollment cap of 300 students, with the exception that all students residing within the District shall be allowed to attend the Charter School.

**Minimum Enrollment.** The minimum enrollment shall be twenty-five full-time enrolled students. This estimated number of total students shall be established annually, as part of the budget preparation process, by the Budget committee, The Board of Directors, and District administrative staff.

Should student enrollment fall below this estimate of full-time enrolled students at any time during the year, the Board of Directors shall be notified. Subject to the limitations of the State requirements, and based on the circumstances of the reduced enrollment, the Board of Directors may consider what action, if any, will be taken.

**Lottery.** To the extent permitted by this Charter and State law, if more non-resident students apply for any grade than can be accommodated, admission will be based on an equitable lottery conducted by under the following principles:

**Non-resident Students.** To the extent permitted by this Charter and State law, a non-resident student admitted to the Alsea School District or ACS will have the same enrollment preferences (including sibling enrollment preferences) as a student who resides within the boundaries of the District, and shall not be dropped from the ACS enrollment for any reason related solely to his or her place of residence or to a change in his/her place of residence.

**Equitable Principles.** Lottery selection shall be guided by recognizing the following order of priority for admission:

1. siblings of students who were enrolled at ACS during the previous year/years;
2. students who were on a waiting list, and have re-applied for admission;
3. non-resident students who are not eligible under categories 1 or 2.

The foregoing priority levels shall be applied in each year of enrollment with students within each level being selected, if necessary, by random lottery no later than June 1. Lottery dates shall be posted on the district website.

**Waiting lists; Filling Vacancies.** At any phase of enrollment, applicants who cannot be accommodated for admission may be placed on a waiting list. The exception to this will be Alsea resident students. During the ensuing school year prior to October 1, any vacancy which occurs shall be filled first from the waiting list, according to the same preferences as applied to the original lottery, and, after exhaustion of the waiting list, new applicants may be considered, on a first-come, first-served basis. No new non-resident students may be admitted for the current school year after October 1<sup>st</sup>.

## **SECTION 6 - Education of Students with Disabilities Application and Enrollment:**

**Non-discrimination in Enrollment.** ACS will not intentionally discriminate against enrolling Special Education Students or otherwise violate laws applicable to Special Education Students. ACS will admit students without regard to their status as Special Education Students, if the student's IEP Team determines that ACS is the appropriate placement.

**Identification of Students Eligible for IEPs.** ACS will ensure that at least one of its staff or appropriate ESD personnel work with the school district of any non-resident student to ensure that the federal laws for identifying and evaluating children with special needs are carried out in good faith.

**Administration of Special Education Student IEPs.** ACS will provide Special Education Services in accordance with state and Federal law.

## **SECTION 7 - Student Performance**

**Academically Low Achieving Students.** ACS shall identify academically low achieving students and shall provide opportunities within its educational program for remediation of the specific areas of deficiency.

### **Student Performance:**

**Assessment.** In addition to its grading system ACS shall conduct periodic testing of students according to any educational testing system generally accepted by Oregon school districts. ACS shall participate in the statewide assessment system developed by the Department of Education under ORS 329.485(1) or any required federal assessment. ACS may choose to test more frequently as funding and testing instruments become available.

**Corrective Action.** If periodic testing at any grade level establishes that students are performing at levels lower than the State average (as applicable to the tests used by ACS), ACS shall create a plan for the remediation of the specific areas of deficiency for the student and assess the need for improvement of its teaching effectiveness in the relevant grade levels. ACS may request program evaluation and review from outside organizations or agencies if it is deemed necessary, as funds are available.

### **Student Attendance, Conduct and Discipline:**

**Attendance.** ACS shall maintain accurate enrollment data and daily records of student attendance and shall provide these data to the Department of Education and other agencies as mandated by law. Student attendance at ACS shall be in compliance with Oregon's compulsory attendance law ORS 339.001-090.

**Discipline Policies.** ACS shall continue to implement the discipline policies established for the Alsea School District, which provides an age-specific code of conduct, rules, student rights and appeal procedures. Complying with all state and federal laws, ACS shall notify its students and parents of the student rights and responsibilities by the issuance of a handbook, and shall keep its discipline, conduct and student rights policies in a location that is accessible to students and the public.

**Suspension and Expulsion.** Discipline involving suspension and expulsion shall be achieved according to Oregon law and Alsea School District Policies. All ACS expulsion proceedings shall be administered according to Alsea School District policies appropriate to student age and/or grade level. Grounds for expulsion from ACS shall be consistent with state and federal law.

## **SECTION 8 - Administrative Services**

**Complaint Procedures.** ACS shall operate under the current administrative process as followed by the Alsea School District for resolving public complaints against ACS, including complaints regarding curriculum.

**Student Welfare and Safety.** ACS shall comply with all regulations, and applicable federal and state laws, concerning student welfare, safety and health, including, without limitation, the reporting of child abuse, accident prevention, disaster response and any applicable local, state or federal health, sanitation or environmental regulation.

**Health and Social Services.** ACS may contact and contract with outside agencies for the delivery of health and social services for students. ACS shall inform the required authorities of any incident regarding child abuse and neglect, concurrent with state required reporting. ACS shall comply with state and federal law relating to medication administration to students.

**Insurance Coverage Required.** Alsea School District shall secure, retain and provide proof of the following insurance on behalf of the ACS: commercial and general liability insurance; errors and omissions insurance; directors' and officers' liability insurance; automobile liability insurance; workers' compensation insurance; and employee dishonesty insurance.

**Coordination of Risk Management Activities.** ACS agrees that it will report its risk with the Board of Directors. This will include the prompt reporting of any and all pending or threatening claims, filing of timely notices of claims, and cooperating fully with the District in the defense of any claims in which ACS is named. ACS will report and keep records of all accidents and injuries occurring on District- owned property, a summary of these reports will be given to the Board of Directors.

**Third-Party Contracts.** ACS shall not enter into any contract for comprehensive school management or operation services to be performed in substantial part by an entity not a party to this Charter. All such contracts shall be entered into exclusively by the Alsea School District Board of Directors.

**ADA/504 Obligations.** ACS acknowledges that it is legally responsible to comply with Section 504 of the Rehabilitation act of 1973, the Americans with Disabilities Act of 1990 and ORS 659 with respect to its students, staff and patrons. ACS may contract with the appropriate outside agency or organization for services or accommodations to meet ACS's legal obligations under these statutes.

**Transportation.** ACS students may obtain transportation through the student's parent/guardian or existing/new public school bus lines. Provisions of District home-to-

school transportation will be available as required by state law and Department of Education rule, on the days when the ACS has students in attendance.

**ACS School Building.** ACS shall be operated at the site and use all the facilities of the Alsea School District. All premises, furnishings and equipment shall be transferred as a component of this conversion. In the event of termination of this charter only those premises, furnishings and equipment purchased with charter implementation grant monies shall be held liable for redistribution under ORS 338.105(6). All other premises, furnishings and equipment shall return to Alsea School District or other such entity as shall be designated by the Board of Directors in accordance with District policy and applicable state and federal law.

**Use of District Contracts.** ACS shall purchase textbooks, equipment, materials and supplies as currently provided in Alsea School District policy. These procedures may be modified by the Superintendent or the Board of Directors to ensure the efficient operation of ACS.

**District's Contract Services.** In as much as ACS will be the sole existing entity it is understood that the entire amount of funding provided from all sources will be converted to use by ACS.

## **SECTION 9 - Reports**

**General.** ACS shall comply with all applicable record-keeping requirements of federal and state law and, shall provide any additional reports necessary to enable ACS to meet District's reporting obligations to the Oregon Department of Education. Student records maintained by ACS shall include, without limitation, immunization records, class schedules, records of academic performance, disciplinary actions, attendance, and documents required pursuant to the statewide assessment system under ORS 329.485 (1), and any documentation required under federal and state laws regarding the education of students with disabilities.

**Annual Charter School Report.** ACS shall comply with all reporting requirements of the Charter School Act, including provision of any annual report of ACS and student performance to the Board of Directors and the State Board of Education. The annual reports shall be delivered to the Board of Directors at a scheduled public meetings and will contain, without limitation, the following: summary data on the progress toward meeting its academic goals and objectives; the audited financial statements of ACS, including proofs of insurance; policy development issues; student attendance and student discipline information; the results of grade level performance testing; a summary of all corrective action plans and their effectiveness; and all information necessary to make a determination of whether ACS is in compliance with the Charter School Act. The annual report shall be due no later than December 1<sup>st</sup> of each year.

**List of Teachers and Students.** As determined by need, ACS shall identify for the District any personnel needs required for the operation of the school in accordance with federal, state or district laws or policies. ACS shall maintain personnel files with all licensure information for all employees. ACS will submit a count of all ACS students currently enrolled at the District's September school board meeting and a student list if requested by the board of directors. The list of all students will remain confidential, within the limits of State Law

and District public records policy.

**Accountability.** ACS shall be accountable to the Board of Directors. All records established and maintained in accordance with the provisions of this Charter, ACS policy and federal and state law shall be open to inspection by the Board of Directors. ACS is obligated to collect and provide such data regarding staffing, student enrollment, student records, and school operations, with reasonable notice/request by the Board of Directors.

**Policies.** Designees of the ACS shall work with the Board of Directors to revise, as needed, the existing policies and procedures previously adopted by the Board of Directors or by its administrative manager with respect to any matter relating to its operations and educational programs. The Board of Directors may approve the use of assistance from outside agencies or organizations for this purpose.

## **SECTION 10 - Financial Management, Funding, Reporting and Accountability**

**Operational Powers.** In as much as ACS will be the sole entity and subject to the conditions and provisions of this Charter, ACS, through the Board of Directors and the Superintendent as Chief Operating Officer, shall be fiscally responsible for its operations.

### **District Funding.**

**Base Level Funding.** In as much as ACS will be the sole existing entity it is understood that the entire amount of funding provided from all sources will be converted to use by ACS.

**Gifts, Donations and Grants.** In addition, ACS may accept gifts, donations or grants, provided that no such gifts, donations or grants may be accepted if contrary to applicable law. In the event that ACS solicits funding from any source it shall comply with all applicable state and federal laws regarding reporting of such charitable solicitations. ACS shall include all gifts, donations, and grants in its financial reports.

**Budget.** ACS shall prepare a budget within the guidelines of state law.

### **Financial Records, Audits and Accounting Reports.**

**Standards.** ACS shall establish, maintain and retain appropriate financial records in accordance with all applicable federal, state and local laws, rules and regulations and generally accepted accounting principles ("GAAP"),

**Periodic Reports.** ACS will provide the Board of Directors with copies of its monthly, quarterly and fiscal year annual accounting reports. ACS shall provide the Board of Directors with a copy of its cash- flow projections for each Fiscal Year and notify the Board of Directors of any unexpected event or circumstance that will impact the cash flow of the District.

**Annual Audit.** ACS will arrange an annual audit of ACS's accounts in accordance with the Municipal Audit Law, ORS 297.405 to 297.555 and 297.998. ACS will provide the Board of Directors with a copy of the audit during the financial review or in its annual report, whichever comes first.

**Annual Financial Review.** Designated ACS staff and the Board of Directors shall review the operations, financial and otherwise, of ACS at least annually.

## SECTION 11 - ACS Personnel Procedures

- A. ACS Authority; Status of ACS Employees.** All ACS employees shall be hired by the District and assigned to ACS. All personnel decisions shall be subject to the established policies and practices of the Alsea School District regarding the selection and hiring, training, discipline and firing of its teaching, administrative and operations staff with the exception of those changed by waiver or mutual consent of parties in a Collective Bargaining Agreement (CBA). The current Alsea School District CBAs will be honored and maintained by ACS. All employee groups will be notified of the change and given an opportunity to provide input to the Alsea Superintendent and Board of Directors.
- B. Policies.** ACS will be subject to Alsea School District policies in compliance with all applicable federal and state laws and Collective Bargaining Agreements in effect at during the life of this charter regarding recruitment, promotion, discipline and termination of personnel; methods for evaluating performance; and a plan for resolving employee-related problems, including complaint and grievance procedures as referenced in ORS 338.135
- C. Payroll.** Employees shall be paid through the payroll department of the District according to existing Alsea School District payroll procedures unless changed during the life of this charter.
- D. Benefits.** The licensed and classified staff at ACS will receive benefits in compliance with any applicable collective bargaining agreements or as otherwise provided by ACS. ACS supervisory staff will receive benefits in accordance with their employment contracts.
- E. PERS.** As required by the Charter School Act, ACS shall participate in the Public Employees Retirement System (PERS) for its employees or its successor system(s).
- F. Employee Welfare and Safety.** ACS shall comply with applicable federal and state laws concerning employee welfare, safety and health issues.
- G. Employee Records.** ACS shall be responsible for establishing and maintaining personnel records for its employees in compliance with all applicable federal and state laws concerning the maintenance, retention and disclosure of employee records.
- H. Placement upon Revocation of Charter.** In the event of termination or non-renewal of this Charter, ACS shall follow the reduction-in-force provisions in any applicable, collective bargaining agreements for licensed and classified employees. If as a result of termination or non- renewal of this Charter, a determination is made to reconstitute the District as a regular public school district under the authority of the Board of Directors, the Board of Directors will, as staffing requirements permit and funding allows, and on the recommendation of the Superintendent, make every effort to rehire all staff employed by ACS at time of its reconstitution as a regular public school district.

- I. Substitutes.** ACS will be responsible for providing coverage for all ACS teachers requiring substitutes in accordance with existing practices, policies and state rule and law.
- J. Licensure.** Up to fifty (50%) of full-time equivalency of ACS core teachers shall hold a valid teacher's license from TSPC (Teacher Standards and Practices Commission).
- K. Professional Development.** ACS shall provide professional development opportunities to ACS staff as provided for in District policy, state law, and any applicable collective bargaining agreements. ACS may collaborate with the other agencies or organizations for joint professional development opportunities.
- L. Teacher Standards & Practices Commission (TSPC) Obligation.** ACS shall meet any and all qualifications and reporting obligations to TSPC regarding its employees.
- M. Criminal Background Checks.** ACS shall not knowingly employ any individual for whom a criminal background investigation has not been initiated or who has been convicted of one or more offenses in District Policy and Rule. The District will provide all criminal background checks, as required by ORS 342.223.

## **SECTION 12 - Termination**

With the exception of termination by mutual agreement or the election of non-renewal by a party upon the expiration of any Charter term, this Charter may be terminated as provided in this Section 12.

- A. Termination by Board of Directors Subject to 60-Day Notice.** The Board of Directors may terminate this Charter upon not less than sixty (60) days prior written notice to ACS upon the occurrence of one of the following events:
  - 1. Breach of Contract.** Breach by ACS of any material term or condition of this Charter, other than a breach or condition described in subsection 12(c), which continues for more than thirty (30) days after ACS receives written notice from District specifying the nature of the breach and demanding its cure, provided that, if the nature of the breach prevents it cure within thirty day, then this Charter may not be terminated if within the thirty-day period, ACS submits a plan for the curing of such breach that is satisfactory to the District and diligently prosecutes the plan to its satisfactory conclusion. Material terms and conditions include, but shall not be limited to:
    - Breach of any condition or requirement set forth in the Charter School Act or any state or federal law applicable to ACS under ORS 338.115 of the Charter School Act;
    - Failure to maintain any insurance required by this Charter;
    - If any of the conditions in ORS 338.105 (1)(a-f) apply.
  - 2. Financial Instability.** ACS shall be deemed financially unstable only upon its failure to pay its debts when due and payable, or upon the filing in any state or federal bankruptcy court of any claim for relief from its creditors, or if litigation shall be

commenced by its creditors. Failure to maintain budget in relation to enrollment shall require reconciliation between revenue and expenses with expenses not to exceed revenue. Said failure shall be deemed sufficient cause for termination of the charter only in such circumstances as no viable plan to remedy the failure, is put forward within thirty days of notification to the Board of Directors. The Board shall have thirty (30) days to consider and approve or disapprove the plan. Should the Board of Directors disapprove the plan the process for Charter termination will be followed as prescribed in Section 12.

**3. Failure to Maintain Minimum Enrollment.** This Charter may be terminated if ACS fails to maintain an enrollment sufficient to provide adequate funding to continue operations. At no time shall total enrollment drop below 25 students as required under ORS 338.115(5)

**B. Notice and Right of Appeal.** The Board of Directors shall notify ACS at least 60 days prior to the proposed effective date of any termination under subsection 12(1)(a). The notice shall state the grounds for the termination. ACS may request a hearing by the Board of Directors by written request within ten (10) days of the notice of termination. ACS may appeal the decision of the District's board to the State Board of Education. The decision of the State Board of Education may be appealed pursuant to applicable State law.

**C. Termination by District without Notice.** The Board of Directors may terminate this charter immediately and close ACS if ACS is endangering the health or safety of its students.

**1. Hearing on Termination.** The ACS Council may, in writing, request a hearing from the Board of Directors on the termination of this Charter under this subsection 12(c). The District shall hold a hearing within 10 days after receiving the request.

**2. Appeal to Board of Education.** The ACS Board may appeal a decision of the District under this subsection to the State Board of Education. Throughout the appeals process, ACS shall remain closed at the discretion of the Board of Directors unless the State Board of Education orders the Board of Directors to open ACS and not terminate this Charter.

**D. Termination by the Board of Directors for Lack of Funding.** The Board of Directors may terminate this Charter at the end of a semester, and upon such notice as may reasonably be given if ACS should become unable to receive State funding provided herein for reasons beyond the Board of Directors' control.

**E. Termination by ACS.** ACS may only terminate this Charter, dissolve or close the ACS at the end of a semester with not less than 90 days' written notice prior to the proposed effective date of the termination, closure or dissolution. Subject to the foregoing limitation, the decision to dissolve this Charter shall be at the will of ACS.

**F. Effect of Termination.** Termination of this Charter shall not abridge ACS's legal authority to operate as a non-chartered public school. However, if this Charter is terminated, all ACS assets that were purchased with public charter school funds may be required to be given to the State Board of Education. Notwithstanding the foregoing,

and to the extent permitted by law, in the event of a termination of this Charter, all assets, equipment, supplies and other items provided to ACS which were the sole property of the Alsea School District prior to this Charter or were added after the fact with funds not a part of public charter school funds or are of a nature that their loss or absence would prevent the operation of the District or its programs after termination of this charter, shall be returned or retained by the Alsea School District.

### **SECTION 13 - Status of Parties/Governance**

In as much as ACS will be the sole existing party, acts of ACS shall be binding. ACS shall have the full authority to enter into contracts and agreements necessary for the operation of ACS to the extent as the district has allowed any school past or present to do and to exercise additional powers granted by ACS by the Charter School Act and State law.

**Board of Directors acceptance of Liability.** The parties to this Charter expressly acknowledge that ACS is operating as the agent, and under the direction and control, of the Board of Directors. The Board of Directors assumes that liability normally associated with Boards of other Oregon public schools for any loss or injury resulting from, including, but not limited to any loss arising from: The acts or omissions of the ACS, its directors, trustees, agents or employees; The use and occupancy of the building occupied by ACS or any matter in connection with the condition of such building; or any debt or contractual obligation incurred by the ACS.

### **SECTION 14 - Indemnification**

In as much as ACS will be the sole existing entity and as such has no other party to indemnify this section is null and void.

### **SECTION 15 - Dispute Resolution**

In matters related to disputes between the Board of Directors and the Charter School, the parties agree that the State Board of Education or its designated representative shall act as arbitrator, or other such agency as shall be established by law.

### **SECTION 16. Miscellaneous Provisions**

- A. Entire Agreement.** This Charter, with appendices and attachments, contains all terms, conditions and provisions hereof and the entire understanding and all representations of understandings and discussions of the parties relating thereto as of its date of execution, and all prior representations, understandings and discussions are merged herein and superseded and cancelled by this Charter.
- B. Governing Law.** This Charter shall be governed by, subject to and constructed under the laws of the State of Oregon without regard to its conflicts of law provisions.
- C. Assignment.** This Charter may not be assigned or delegated by either party under any circumstances, it being expressly understood that the Charter granted by this Charter runs solely and exclusively to ACS as a public Charter School sponsored by the Board of Directors.

**D. Amendment.**

1. In General. Except as expressly provided herein to the contrary, this Charter may be modified or amended only by written agreement between ACS and the Board of Directors and/or their designee.
2. Changes in Law. This Charter shall be automatically amended to include any amendment, deletion or change in law, which, by its own terms, is made applicable to matters contemplated by this Charter. In addition, if the State develops any new rules, regulations or statutes that may affect the terms of this Charter or otherwise affect ACS, ACS and the Board of Directors shall review this Charter and determine whether this Charter shall be amended. The amended law will only take effect if the legislature indicates it applies to existing charters.

**E. No Waiver.** The parties agree that no assent, express or implied, to any breach by either of them of any one or more of the covenants and agreements expressed herein shall be deemed or taken to constitute a waiver of any succeeding or other breach.

**F. Severability.** If any provision of this is determined to be unenforceable or invalid for any reason, the remainder of the contract shall remain in effect, unless otherwise terminated by one or both of the parties in accordance with the terms of this Charter.

**G. Prior Actions.** It is expressly agreed and understood that as a condition precedent to this Charter becoming effective on the effective date specified below, ACS shall have taken, completed and satisfied on or before the date specified herein any action or obligation which is required to be completed before such effective date and failure to do so shall constitute grounds for the Board of Directors to declare this contract null and void.

**SECTION 17. Notice; Designated Representatives**

Notice. Until a party provides written instructions to the contrary, any notice required or permitted under this Charter shall be in writing and shall be effective upon either personal delivery (subject to verification of service or acknowledgement of receipt), email, or one day after mailing when sent by certified mail, postage prepaid, to the party at the address shown below:

Alsea Superintendent  
301 S 3<sup>rd</sup> St  
Alsea, OR 97324

**SECTION 18. Power of District Liaison or Superintendent**

The District hereby represents and warrants that the functions and powers of the District Board may be exercised by the liaison or Superintendent in accordance with adopted policies. Any ultimate decision regarding renewal, non-renewal or revocation of this Charter may be made only by the Board of Directors.

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**SECTION 19. ACS Authority to Enter into Contract**

The Alsea Charter School expressly affirms that the signatories on its behalf who sign below have the authority to enter into this Charter on behalf of ACS and that the Alsea School District has duly approved this Charter. ACS shall provide a copy of its written resolution authorizing ACS to enter into this Charter.

**In Witness Whereof, the parties have executed this Charter/Contract as of the date below.**

**Board of Directors  
Alsea School District**

**Superintendent  
Alsea School District**

**By:** \_\_\_\_\_  
Alsea School Board Chair

**By:** \_\_\_\_\_  
Alsea School District Superintendent

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

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

**Charter Agreement  
Alsea School District 7J  
(Charter Law ORS Chapter 338)**

**1) Applicant:** Alsea Charter School.

**2) Name of Proposed School:** Alsea Charter School (ACS)

**3) Philosophy and Mission of Charter School:** To build stronger working relationships among educators, parents, and other community members, Alsea Charter School will take advantage of the school's location, staff talents, and community connections to educate and integrate relevance on a local and global scale. This vision will make learning more meaningful to individual students and, in doing so, increase student performance on state assessments and graduation rate.

A standard classroom approach does not always consider differentiated instruction and learning. Teachers are already purveyors of knowledge; they need encouragement and training to shift their emphasis to becoming facilitators of knowledge. Providing a technology-infused curriculum combined with community partnerships will help to enable a meaningful learning experience. This will enhance the relationship with families, the community, and educators.

Alsea Charter School will create a community-based, technology-infused, problem-solving curriculum for grades Kindergarten through 12 incorporating state content standards aimed at preparing its students to meet or exceed state assessments, build leadership skills, and prepare students for life beyond school. The goals of ACS are as follows:

- Increase student learning and achievement for all students.
- Increase the choices of learning opportunities for students.
- Better meet individual student academic needs and interests.
- Increase leadership skills for all students.
- Build stronger working relationships among educators, parents, and other community members.
- Encourage the use of different and innovative teaching and learning methods.

**4) Description of the Curriculum:** The curriculum of Alsea Charter School will fully incorporate the Common Core/Oregon State Content Standards. There will be four basic components to the educational program of Alsea Charter School (ORS 338.105):

- 1) Develop community partnerships in core and elective classes.
- 2) Each student will develop a Personalized Education Plan (PEP) to enhance motivation and ability to learn.
- 3) Staff will teach approved Common Core Curriculum.
- 4) An emphasis on skill building and leadership development will be present throughout the curriculum.

**5) Description of Expected Results:** The goal of Alsea Charter School is for every student to make adequate yearly progress toward meeting or exceeding state and district standards. Longitudinal data accumulated by Alsea School District 7J ("District") will provide information upon which to assess the progress and success of ACS.

Alsea Charter School will provide a community school environment where students, teachers, parents, community members and administrative staff interact daily to provide an exceptional education to students. The core curriculum course offerings of ACS will be enhanced

by courses taught by TSPC certified instructors who have expertise in the subject. Students will be expected to interact with the community through participation in projects outside of school. The community will be encouraged to interact with ACS students through participation in projects within the school. (ORS 338.105)

**6) Governance Structure of the Charter School:** The Alsea Charter School Governing Board (“Charter Board”) consists of the duly elected School Board Members of the Alsea School District 7J. As a conversion district, ACS will retain its current governance structure of five board members representing at large positions within the school district.

Alsea Charter School will operate under Charter Law ORS Chapter 338 and the written charter. The Board will continue to oversee all fiduciary and curricular planning and adoptions, hold regular board meetings, approve the budget and expenditures, and foster community relations.

**7) Projected Enrollment and Grades to Be Served:** Projected enrollment figures for Alsea Charter School were based on the Alsea School District 7J 2016-2017 beginning enrollment of 139 students in grades K-12. Initially, gradual growth allowed for a smoother implementation and expansion of programs and services annual growth targets. However, due to the success of the previous years and expanding growth, total in-building/on-site enrollment cap will be at 325 and a total enrollment of all school levels and programs of 1,200. The School Board reserves the right to set annual growth limits for each of the following school levels and programs: Elementary, Middle School, High School, Learn at Home Oregon, and Alsea Online.

**8) Target Population of Students to Be Served:** Alsea Charter School will serve grades KG – 12 using innovative and diverse instructional programs that target a wide variety of students, such as those served on-site/in building, virtually through Alsea Online, and home-based learning, “Learn at Home Oregon,” as well as additional off-site locations/programs to expand and enrich curriculum.

**9) Distinctive Learning or Teaching Techniques to Be Used:** Meeting the instructional needs of all learners requires a differentiated delivery system for all areas of the curriculum. This differentiation must be based on providing the appropriate level of support so each student can progress in a continuous improvement model and attain his or her full potential as a literate citizen and lifelong learner. Alsea Charter School is committed to utilizing the following instructional methods:

**(a) Project-based method:** Courses will involve hands-on, lab, and/or project-based instruction that require students to produce digital assignments, and/or tactile products. This will be a component of most classes, required or elective. This will be done individually or as a collaborative/team effort.

**(b) Lecture/discussion method:** Inquiry about broad-based, open-ended questions will require problem-solving techniques. All classes, whether honors, core-required, or elective, will have an emphasis on reading, writing, and presentation skills. All classes will also require the use of technology. This may include the use of digital equipment, i.e., computers and software, cameras, interactive whiteboards, and other technologies to support vocational areas in the school. Either iPads or Chromebooks will be provided for each student. Whether provided in classroom or on a “loan-basis” will be dependent upon program enrollment and grade level.

**(c) Online courses:** The use of the online education programs are in-house, and may include Advanced Placement, dual credit/college classes, credit recovery, tutorial and remedial instruction.

**(d) Leadership Skill Building:** Embedded throughout the curriculum will be opportunities to lead and recognize how skills taught in the classroom develop leadership qualities and capabilities.

**(e) Science, Technology, Engineering, Arts and Math (STEAM):** The K-6 students will have access to the STEAM program and associated enrichment curriculum to include appropriate digital technology. Middle and High School students will each be provided with a Chromebook or equivalent device for use in their respective courses/curricula. STEAM, Career and Technical Education opportunities will be provided and incorporate the usage of welding, wood, metal, and machine (milling, lathe, and surface grinding) shop.

**10) Legal Address, Facilities, and Physical Location:** Alsea Charter School's primary address is 301 South 3<sup>rd</sup> Street, Alsea, Oregon 97324, remaining at the same facility in the community of Alsea. The district retains ownership of all facilities, equipment, and supplies. The charter owns no physical assets.

**11) Description of Admissions Policy:** The goal of ACS is to capitalize enrollment with a maximum of 325 student on-site/inbuilding. See Appendix A for specific guidelines.

**12) Applicable Statutes and Rules:** All applicable federal and state laws and Oregon Administrative Rules will apply to Alsea Charter School. (ORS 338.115)

**13) Proposed Budget and Financial Plan:** The budget will be based on the state school fund factored on enrollment for the current year or the previous year, whichever is highest. Evidence of financial soundness is found in the existing Alsea School District budget and financial plan already in place and utilized by Alsea School District 7J.

**14) Standards of Behavior and Discipline:** Alsea Charter School Board will adopt those behavior and discipline policies in use by Alsea School District 7J. These policies are available for review at the school district office.

**15) School Calendar:** The school calendar each year of this agreement will be approved by the Alsea School Board in a public Board Meeting. School Days are from 8:00 a.m. to 3:20 p.m. on a four-day week schedule.

**16) Staffing/Qualifications:** All certified and registered teachers will teach an Oregon Content Standard curriculum enriched by elective strands that create community connections. In addition, all certified and registered teachers must meet TSPC licensure standards (certified and registered), and have appropriate academic, and/or career experience.

**17) Opening Date:** The Board is to set each school years' beginning date by approval of the school year calendar at the April board meeting.

**18) Special Education Arrangements:** Alsea School District 7J and Alsea Charter School will service the needs of enrolled students who qualify for state and federal Special Education. ACS will actively identify students who qualify and will work with the Education Service District through resolution services to ensure maintenance of effort. (ORS 338.165)

**19) Community Involvement:** The Alsea School District encourages parent and community involvement. Public Board Meetings will be held monthly, and progress will be monitored/guided through the public meetings process, during which the community will be provided opportunities to influence the development, refinement, and modifications of the charter. Additionally, staff and community members will have the opportunity to propose supplemental course offerings to the School Board covering subjects in which they have a particular interest and expertise. All supplemental course proposals will be evaluated by the School Administrative Team with input from the School Board to ensure compatibility with ACS's philosophy and mission. The Course Proposal document is located in Appendix B.

**20) Term of the Charter:** The initial term of the charter will be five years renewable from the date of signing. (ORS 338.065 (3)(a))

**21) Plan for Performance Bonding/Insurance:** The agreements, policies, and coverage with agencies currently insuring Alsea School District 7J will be maintained by Alsea Charter School. In the future these may be modified as determined necessary by the District Board.

**22) Placement of Students, Staff, and Property upon Termination/Non-Renewal of Charter:** Termination of the charter shall not abridge Alsea School District's legal authority to operate as a non-chartered (regular) public school district. In the event of termination or non-renewal of this charter, Alsea School District shall follow the reduction in force provisions in any applicable collective bargaining agreements for licensed and classified employees or as otherwise provided by the Alsea School District. If a determination is made to reconstitute the school as a regular public school, due to termination or non-renewal of this charter, the District Board will, as staffing requirements permits, funding allows, and the recommendation of the Superintendent, make every effort to rehire all staff employed by Alsea Charter School at the time of its reconstitution as a regular public school.

If the school is reconstituted as a regular public school, all students currently enrolled will become enrolled students in the reconstituted school. Students currently attending outside the district will be allowed to continue with an existing inter-district agreement.

In the event of a termination of this charter, all assets, equipment, supplies, and other items provided to Alsea Charter School which were the property of Alsea School District 7J prior to this charter or were added after the fact with funds belonging to Alsea School District 7J or are of a nature that their loss or absence would prevent the operation of the district or its programs after termination of this charter, shall be returned to or retained by Alsea School District 7J. All other assets shall be given to the Alsea School District. (ORS 338.105)

**23) Program Review/Fiscal Audit:** The School Board will conduct the program review and may ask for the assistance of the Superintendent. The School Board will review student performance through assessment scores and other measures to be determined. The School Board will further evaluate student behavior, community satisfaction, and concerns/feedback. These reviews will be based on assessment analysis and may also include staff, student, and community surveys. The

results of this review will be published annually in the form of a written report presented by the School Board in public session and filed in the public record.

The School Superintendent will develop a balanced operating budget to be approved by the District Budget Committee and School Board as part of the current budgetary process. Alsea Charter School will retain Alsea School District's designated auditor. Alsea Charter School will report in writing to the district the manner, in which ACS intends to address any deficiencies in the audit. ODE is permitted to audit, review, and inspect expenditures during this time. (ORS 338.095)

#### **24) Conversion of an Existing Public School District:**

**a) Student enrollment shall be voluntary.** Students who choose not to attend Alsea Charter School have the option of being home schooled or request an inter-district transfer. Any student who resides within the district boundary but has opted out of attendance at Alsea Charter School will be released by the Alsea School District 7J to the school of their choice. If the schedule of transportation for established routes provided by Alsea Charter School is not convenient for the outgoing student, parent, or receiving district, it will be the responsibility of the student, parent, and receiving district to arrange and provide transportation at no cost to Alsea Charter School or to Alsea School District 7J. (ORS 338.145)

**b) Employment practices, policies, and agreements:** Alsea Charter School shall use the existing practices of Alsea School District 7J regarding the selection, hiring, training, discipline, and termination of teaching, administrative, and operations staff except for those changed by waiver or mutual consent of parties in a collective bargaining agreement. During the life of this charter, Alsea Charter School will implement policies in compliance with all applicable federal and state laws and collective bargaining agreements in effect at the time of the charter signing regarding recruitment, promotion, discipline, and termination of personnel; methods for evaluating performance; and a plan for resolving employee-related problems, including complaint and grievance procedures shall remain in effect for the remaining length of the agreement. Employees' payroll shall be processed through the business office of the Alsea School District 7J unless changed during the life of this charter. (ORS 338.135)

**c) Employee assignment to the charter school shall be voluntary.** As ACS will be the only school for grades K-12 located within Alsea School District 7J, alternative assignments are not available within the district to staff members who choose not to participate in the charter school. Therefore, any staff member who is under contract at the time of the charter signing and who chooses not to participate in the charter school shall be released from their contract if they request such a release at least 30 days prior to the charter going into effect. All contracts and agreements with staff members in effect at the time the school becomes chartered shall remain in effect for the remaining term of such contract or agreement. (ORS 338.135)

Approved this 12 day of July 2021.

  
\_\_\_\_\_  
, District Board Chair

  
\_\_\_\_\_  
Marc Thielman, Superintendent

## Appendix A:

### ENROLLMENT GUIDELINES

#### ACCEPTANCE PROCEDURE

Alsea Charter School will accept enrollment requests from out of district students. Priority registration and application will be set for June 1<sup>st</sup> – June 15<sup>th</sup>. **IF** grade level caps are not fulfilled, applications received by June 15<sup>th</sup> will be considered first. Secondary consideration new applicants will be August 1<sup>st</sup>.

#### Registrations and applications will be accepted in the following order:

1. In-district students
2. Students who attended and were enrolled in June of the prior school year
3. Siblings of current students who attended and were enrolled in June of the prior school year
4. Applications received by the June 15<sup>th</sup> priority deadline
5. Applications for admission that are received after the previous considerations will be determined by an objective, confidential lottery.
  - a. Students who turn down the invitation to enroll or drop from the program after enrolling will be replaced by the next student in order of lottery selection.

#### CLASSROOM PARAMETERS

##### ELEMENTARY, K-5

Enrollment of out-of-district students for Elementary classrooms [not grade level] will be capped at 23 students. All in-district students will be accepted, even if acceptance exceeds the cap. A lower classroom cap retains flexibility in the event of an influx of in-district elementary students.

As funding allows, Elementary class structures will be configured to best serve elementary students, with the goal of keeping class-sizes small and the adult-to-student ratio near current levels.

If by August 1<sup>st</sup>, Elementary enrollment numbers are not sufficient for stand alone grades, classrooms will be maintained at the current combination. Enrollment will be held at the cap of 23 students **per classroom**.

**MIDDLE/HIGH SCHOOL, 6-12**

Enrollment of Middle and High School students will be capped at 23 students per grade level. All in-district students will be accepted, even if acceptance exceeds the cap. As of 2021, OSAA 1A HS limit is 95 students, 9-12. This grade level limitation retains flexibility in the event of an influx of in-district high school students.

Once a student has arrived for their first day of school, acceptance to the Charter school will not be revoked on the grounds of enrollment caps.

**Appendix B:**

**COURSE PROPOSAL - DESCRIPTION**

**COURSE NAME:** Name of the Proposed Course

**TEACHER:** Who would teach the course?

**DURATION:** Usually expressed in Quarter / Semester / Year.

**DESCRIPTION:** This part should give a broad overview of the course. In doing so it will probably spell out:

- The format for the course (lecture, lecture discussion, workshop, lab, etc.)
- The kinds of exercises used, if any (small or large group, individual, role play, etc.)
- A one sentence statement of the objectives of the course.

**RATIONALE:** A statement of why this course is valuable both to the school district and community.

**BENEFITS OF ATTENDING:** It should also state what, specifically, the participant will take away from the session and apply back on the job that they did not have before the class.

**TARGET AUDIENCE:** Who should take the course? How many during one class time?

**PREREQUISITES:** What do the students need to have taken beforehand (if anything)?

**OBJECTIVES:** At the completion of this workshop the participant will be able to:  
Examples Below:

2021 Charter Agreement – Alsea School District

- Identify six common .....
- Discuss the familiar concepts .....
- Bookmark those most important sections of the .....
- Describe at least two .....
- Familiarize their work group with the instructions for .....
- Fill out a “To Do” list of their most urgent action items related to

**MATERIALS:** A complete list of materials. This will probably include, but is not limited to:

- Participants’ Handouts
- Room Visuals (Flip Chart or White Board w/Markers, etc.)
- Overheads and Projector
- Internet Access requirements
- Consumable Supplies (markers, envelopes, lab supplies, etc.)
- Course Evaluation forms
- Other Handouts
- Any Videos Used

**COURSE PROPOSAL - TEMPLATE**

**COURSE NAME:**

**TEACHER:**

**DURATION:**

**DESCRIPTION:**

**RATIONALE:**

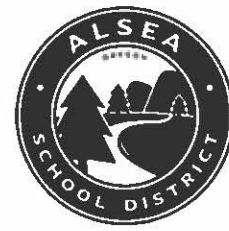
**BENEFITS OF ATTENDING:**

**TARGET AUDIENCE:**

**PREREQUISITES:**

**OBJECTIVES:**

**MATERIALS:**



### Minutes

**Board:** Ron Koetz, Linda Montanez, Deb Lindberg, Jeff Davis.

**Absent Board Member:** Aaron Schneider

**Staff:** Marc Thielman Shirley Koetz, Nicole Davis, Catherine Ellis, Jan Olsen,  
David Crowe, Carmen Martin, Mary O'Brien

**Students:** None

**Parents:** Jamie Olsen

1. Call to Order

Flag Salute 1901

2. Induction of New Board Members

A. Deb Lindberg, Sworn in By Acting Board Chair Ron Koetz

B. Risteen Follet, Sworn in By Acting Board Chair Ron Koetz

3. Election of Officers

Acting Board Chair continued meeting with election of new board chair and vice chair.

**Linda Montanez nominated Ron Koetz as Board Chair; Deb Lindberg seconded. All in favor. Motion passed.**

Acting Board Chair opened election for vice chair.

**Risteen Follett nominated Jeff Davis for Vice Chair; Deb Lindberg seconded. All in favor. Motion passed.**

4. Approval of Agenda

**Deb Lindberg motioned to approve the agenda as presented. Linda Montanez seconded. All in favor. Motion passed unanimously.**

5. Approval of Minutes-

**Jeff Davis motioned to approve the minutes with the correction of removing Risteen Follett's name due to the fact she wasn't in attendance. Deb Lindberg seconded. All in favor. Motion passed unanimously.**

6. Patron Comments

A. None

7. Superintendent's Report

A. Marc Thielman

- Summer Enrichment going well, despite a heat wave on the first day. Students have sunscreen applied during the day and communicate with parents. Kudos to Shannon Rice for the Great Job of creating and Managing the Summer Enrichment Program.
- Summer work is under way, green house gone.
- Construction is underway, more details later.

- Nancy Hall, Katie Sapp and Marc Thielman have been working to close out the books, and doing early audits, and have seen improvement in our ending fund balance carry over versus last month. Will have more details once grants are moved around and things are set up.
- Transportation- working with Carmen Martin, Kings Valley, and the Willamette Leadership Academy. Carmen Martin and Marc Thielman met with all the various staff members working for the transportation and made a proposal for bonuses and things that will come up in the discussion items of tonight's meeting.
- The mask mandate was removed, statewide. We have notified parents that we are not requiring students or staff to wear masks, but if they are welcome to choose to wear a mask.

8. Information

- A. Board/Superintendent Working Agreement, agreement was provided.
- B. Marc Thielman explained a little to the new Board member Risteen Follet and existing Board members that there are virtual board trainings as well as in person trainings.
- C. Risteen Follet was in favor of in person training for the group as a workshop, it was added into the action items under (n.)

9. Other News

None

10. Discussion Items

- A. Payment of Bills June/July
  - There were a few questions regarding a couple of checks for clarification as to what we were paying for, they were answered and met with understanding.
- B. Stout Property Purchase Update/New Appraisal
  - Marc Thielman stated that we are restarting negotiations and he set clear expectations as to how this should play out and go forward from here. He recommends that we get a second appraisal so that we can compare the two.
  - Deb Lindberg asked if that was expensive, Marc Thielman replied that it is, but the details will be discussed in the Executive Session.
- C. Bond Update
  - What we have in funding
  - Bond funds of 2.1 million is in the bank.
  - OSCIM Grant 2.1 million in the bank
  - The OSCIM Grant decided to match our bond at the full 2.1 million. Making our funding 4.2 million.
  - Marc Thielman stated that we had to postpone construction and scaled back the square footage due to cost. Cost is starting to come down for materials, so things are looking a bit better.
  - There will be a bond building meeting as well to go over the plans again and see if there is any more room for adjustments.
- D. Bus Bonuses/ Compensation

- Marc Thielman, and Carman Martin would like to offer a \$2,000 sign on bonus, in addition for 100 hours worked they would be eligible for another \$2,000 bonus. New bus drivers would have all training paid for and after a time would also get the \$2,000 bonus. We need to do this to keep competitive with other Districts. These bonuses aren't as high as some, but they should help to draw people to our school.
- Deb Lindberg proposes that in the future the board members receive the pay scale for all positions, Classified, Certified and Administrative adding to the discussion items. Then they should be able to take a month to review and at the next board meeting they could discuss and placed on the action items. This way the Board Members would have time to really read and understand what is being proposed without having to make a rush uninformed decision.
- Deb Lindberg met with Catherine Ellis, the Teachers Union President. The Union has agreed to the Raised Proposed by Marc Thielman, Katie Sapp, and the Board.

E. Calendar Update #3

- Marc Thielman explained that the Calendar was updated due to a few necessary changes. Some holidays were on the wrong day, J term was shortened. The Board will be informed if there are any more changes, Marc feels that the calendar is finished.

F. Summer School Program

- Marc Thielman states that at the Elementary and Middle School level the Summer Enrichment program, helps the students with retaining skills. There is credit recovery for high school students, who need it. It has been fun and a learning experience so far for our high school students that volunteered to be summer school counselors. They have been helping with the younger kids and building relationships.
- Deb Lindberg stated that her kids have loved it and they said the food is great but would prefer less sugary drinks since sugar does cause issues with some children.
- Shanon Rice shared that the kids are learning vocabulary, skills in math and reading, as well as learning social and emotional skills as well. Even though they aren't learning in the transitional manner they are having fun learning many of the skills they learn in regular school. For example, in their cooking class they are learning about measuring and how some ingredients cause chemical reactions. Risteen Follett asked if there is a way to measure if doing summer school improves the student retention better by being in school during the summer verse's not being in school? Do we have metric and data for our students? Marc Thielman said, yes since we do the MAPS testing in the spring and the fall if the student has been a student with us, we can tell how the summer has affected our students. On a holistic scale we can see how they improved both qualitative and quantitative. Our teacher does a great job of bringing our student score up.

G. Bear Creek School.

- It is part of the Learn at Home Oregon Program
- We have parents from outside of our district asking about our LAHO farm program. Marc Thielman stated that parents have been interested in becoming part of our

program from different locations, first it was Philomath and now Bear Creek School in Creswell, OR. They have a licensed Substitute teacher, Ronda Petrasek will teach the kids.

H. Alsea Farm Program

- Doing Ok six students at this time max number of 75 students has been set.

I. Greenways Contract

- Marc Thielman provided a copy of the Greenways contract for the annual renewal for the 2021-2022 Contract. He was asked how we were doing with numbers. We started with 80 students and ended with 152 in Greenways. To soon right now to tell what our enrollment will be for next year.

J. Field Trip, Bend Oregon High Desert Museum

- Marc Thielman explained that it would be a Bus trip not an overnight trip. It will be K-8, and there will be 20 adults going with.
- Staff Member Shanon Rice commented and agreed and answered a couple questions regarding the field trip.

K. Marc Thielman Contract Details

- Marc Thielman explained that him and Katie are still working on some details. He would like an addition on his 403 B Benefit raising that from \$200 a month to \$500 a month. He will resend the final contract via email next month so the Board can review and discuss for approval.

L. Ameresco

- Marc Thielman reported that we are meeting with Ameresco to discuss if it would be advantageous for us to have Heating and Air Conditioning being separate from the bond funds. We should have more details by next month's Board meeting.
- Risteen Follet asked if we had applied and were approved for a Grant for HVAC units. She thought that we had, Marc Thielman explained that she may have been thinking about the ESSR Grant, which we have the grant and could use some of those funds for HVAC, but we do not plan on using those funds for HVAC at this time.

M. Charter 5 Year Agreement

- Marc Thielman proposed that we up our Charter Agreement from 3 years to 5 Years for renewal.

N. Promissory Note, Tracy Stanton

- Marc Thielman provided information on Tracy Stanton's educational debt for her Special Education credentials that the school requested that she get for her current position as a special education teacher. The school would pay for her education upfront and she would commit to 3 years at Alsea as payment for her Education. If she does not stay the full 3 years, she will have to pay the school back at a prorated amount.

O. Hires

- Amber Dubord, Mechanic Assistant
- Ariyah Bishop, Summer Enrichment
- Peyton Olsen, Summer Student Hire

P. Resignations

- Tanner Campbell, Alsea Classroom Aide
- Katie Sapp, Girls Head Volleyball Coach

11. Action Items

A. Payment of Bills, June/July 2021

**Jeff Davis motioned approval paying the bills for the months of June and July, Deb Lindberg seconded. All in favor. Motion passed unanimously.**

B. Stout Property Purchase Update/ New Appraisal will discuss in Executive session and begin back in Other Business

C. Calendar Update #3

**Risteen Follett motioned to approve the calendar update, Deb Lindberg seconded. All in favor. Motion passed unanimously.**

D. 2021-2022 Approval of Certified Salary Schedule

**Deb Lindberg motioned approval of the 2021-2022 Certified Salary Schedule, Risteen Follett seconded. All in favor. Motion passed unanimously.**

E. Bus Bonuses/ Compensation

**Jeff Davis motioned approval of the Bus Bonuses for 2021-2022, Risteen Follett seconded. All in favor. Motion passed unanimously.**

F. Charter Five Year Agreement

**Jeff Davis motioned approval to change the Charter agreement from 3 years to 5 years, Linda Montanez seconded. All in favor. Motion passed unanimously.**

G. Promissory Note, Tracy Stanton

**Risteen Follett motioned to approve the promissory note for Tracy Stanton, Deb Lindberg seconded. All in favor. Motion passed unanimously.**

H. Greenway Contract

**Jeff Davis motioned approval of the Greenways Contract; Linda Montanez seconded. All in favor. Motion passed unanimously.**

I. Field Trip, Bend, Oregon, High Desert Museum

**Risteen Follett motioned to approve the field trip to the High Desert Museum, Deb Lindberg seconded. All in favor. Motion passed unanimously.**

J. Marc Thielman's Contract Tabled

K. Hires

- a. Amber DuBord, Mechanic Assistant
- b. Ariyah Bishop, Summer Enrichment
- c. Peyton Olsen, Summer Enrichment

**Deb Lindberg motioned to approve hiring Amber DuBord, Ariyah Bishop, and Peyton Olsen; Jeff Davis seconded. All in favor. Motion passed unanimously.**

L. Resignations

- a. Tanner Campbell, Alsea Classroom Aide
- b. Katie Sapp, Girls Head Volleyball Coach

Regular School Board Meeting Minutes  
Thursday July 8, 2021  
7:00 P.M

**Jeff Davis motioned to approve the resignations of Tanner Campbell and Katie Sapp; Deb Lindberg seconded. All in favor. Motion passed unanimously.**

M. Other Business

**Deb Lindberg motioned to approve the second appraisal for the Stout property; Jeff Davis seconded. All in favor. Motion passed unanimously.**

N. Board Training

**Jeff Davis motioned to approve Board Training on September 21, 2021, at 6:00 pm; Risteen Follett seconded. All in favor. Motion passed unanimously.**

-Break 5 Minutes-

-Resumed at 8:54 PM

Executive Session: 9:00 PM

Back to Regular Session: 9:10PM

Back into Executive Session 9:15PM

Next Meeting Date: August 12, 2021 - Regular Board Meeting

Adjournment: 9:45PM

As recorded by,

Shirley Koetz

Board Vice Chair:



Ronald Koetz

Clerk:



Marc Thielman

e. Budget Committee Calendar



# ALSEA SCHOOL DISTRICT 7J

PO Box B \* Alsea, Oregon 97324 \* 541-487-4305 \* Fax 541-487-4089  
www.alsea.k12.or.us

## **2025 – 2026 ADOPTED BUDGET CALENDAR**

Tuesday, January 13, 2025	Approval of 2025 – 2026 Budget Calendar Announce Budget Committee Vacancies – Advertise on Website, Facebook, and Email
Tuesday, March 11, 2025	School Board fills all Budget Committee Vacancies by Appointment
Thursday, March 27, 2025	Publish Notice of Budget Committee Meeting – ORS 294.426(5) -The notice may be published once in a newspaper, not more than 30 days before the meeting date and not less than five days before the meeting date, and once on the municipal corporation’s Internet website, in a prominent manner and maintained on the website for at least 10 days before the meeting date. The newspaper notice must contain the Internet website address at which the notice is posted.
Tuesday, April 15, 2025	Proposed Budget Document Due
Tuesday, April 22, 2025	Budget Committee Training (6pm) Budget Committee Meeting #1 (6:30pm)
Tuesday, May 20, 2025	Budget Committee Meeting #2 / Budget Approval (6pm)
Tuesday, May 27, 2025	Budget Committee Meeting #3 (only if needed) / Budget Approval (6pm)
Tuesday, June 3, 2025	Publish Budget Financial Summary and Notice of Budget Hearing - ORS 294.438 -Not more than 30 days and not less than five days before the meeting of the governing body
Tuesday, June 10, 2025	Public Hearing on Budget before Regular School Board Meeting (6pm) <ul style="list-style-type: none"><li>• Consider public testimony from budget hearing</li><li>• Adopt Budget</li><li>• Levy Taxes</li><li>• Make Appropriations for the FY 2025 – 2026 Budget Regular School Board Meeting (6pm)</li></ul>
Tuesday, July 15, 2025	Submit Notice of Property Tax Levy to County Assessors

f. LBL-ESD Local Service Plan



# LBL

**LINN BENTON LINCOLN**  
EDUCATION SERVICE DISTRICT

905 SE 4th Ave.  
Albany, Oregon  
541-812-2600  
[www.lblesd.k12.or.us](http://www.lblesd.k12.or.us)



# LOCAL SERVICE PLAN

2025-2027

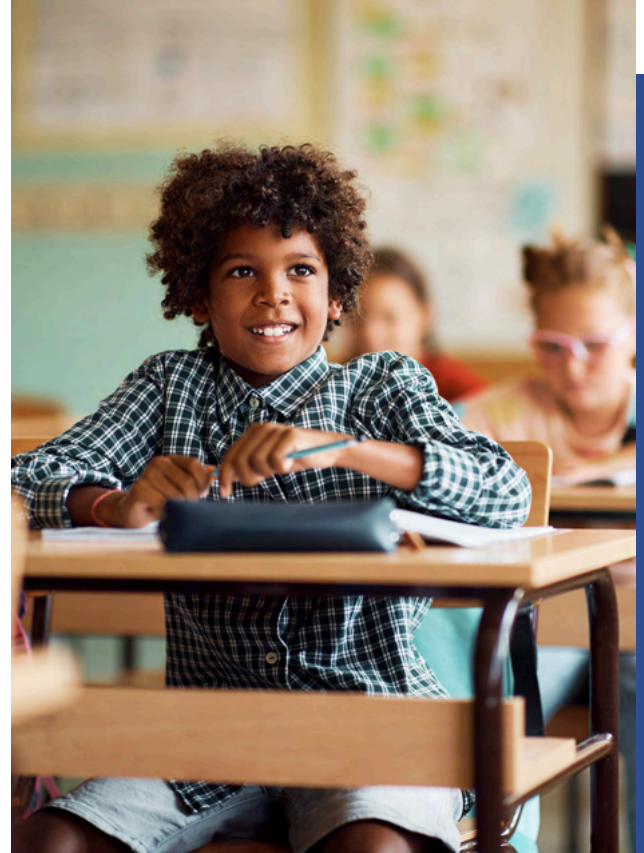
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**53** Grants and Contracts

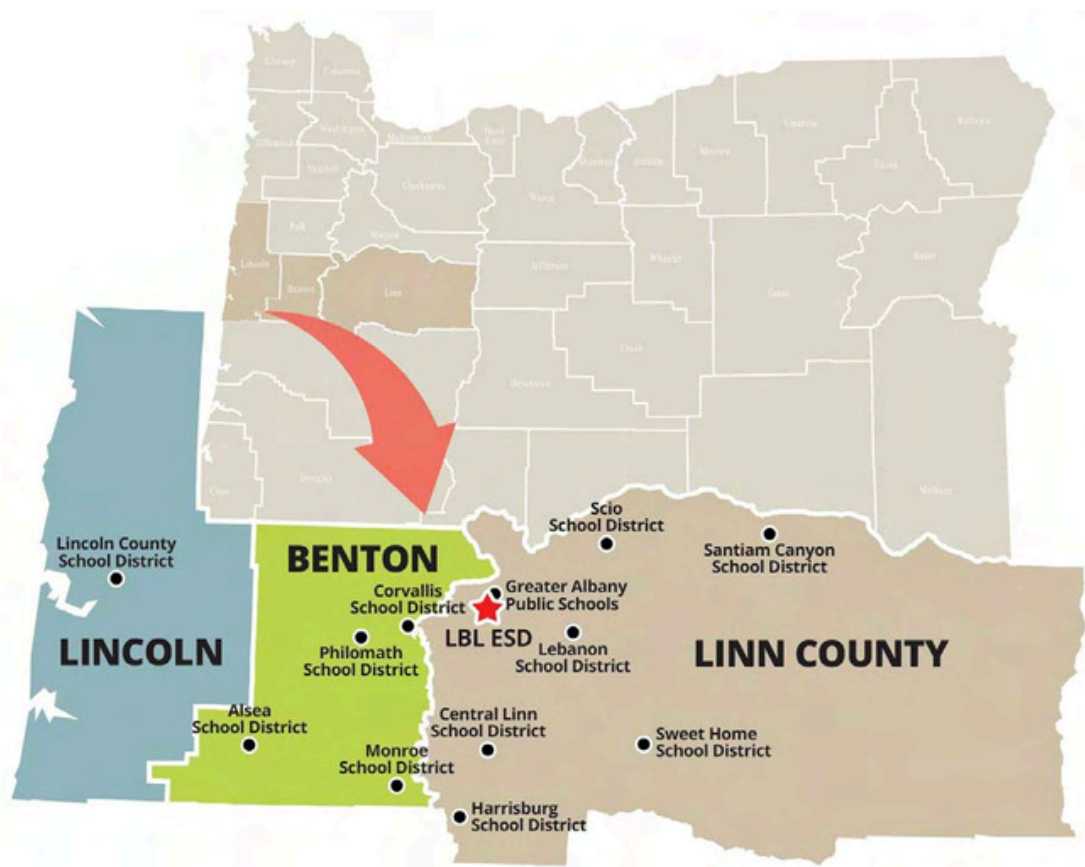
**63** District Summary



# Serving the Counties of Linn, Benton, Lincoln, and Beyond!

Linn Benton Lincoln Education Service District (LBL) serves educational agencies, districts, and schools across the state with high-quality services and programs that are practical, reliable, and economical. LBL has a distinguished reputation for supporting educational excellence and equity, working cooperatively with educators and educational agencies, and effecting productive solutions that help schools, teachers, students, and families meet Oregon's educational goals.

LBL is one of 19 Education Service Districts in Oregon that serve all 36 counties. The purpose of Oregon's Education Service Districts is defined in Oregon Revised Statute (ORS) 334.005. Education Service Districts assist school districts and the State of Oregon in achieving Oregon's education goals by providing equitable education opportunities for all of Oregon's public school students.



LBL comprises 12 component districts and 96 schools with approximately 34,512 students in Linn, Benton, and Lincoln counties. LBL also serves students and districts elsewhere in Oregon through grants and contracts. Its governance structure includes a seven-member Board.

## Education Service Districts and Oregon Revised Statutes

Education Service Districts (ESDs) originated in Oregon's first laws establishing a general system of common schools. Through the history of Oregon's regional services system, local governances and state statutes concerning the mission of ESDs has remained somewhat constant: "Education Service Districts assist school districts and the State of Oregon in achieving Oregon's education goals by providing excellent and equitable educational opportunities for all Oregon public school students."

ORS 334.005 defines the mission, purpose, and accountability of an ESD. The mission of education service districts is to assist school districts and the Department of Education in achieving Oregon's educational goals by providing equitable, high quality, cost-effective, and locally responsive educational services at a regional level.

### **An education service district plays a key role in:**

- Ensuring an equitable and excellent education for all children in the state;
- Implementing the Oregon Educational Act for the 21st Century;
- Fostering the attainment of high standards of performance by all students in Oregon's public schools;
- Facilitating interorganizational coordination and cooperation among education, social service, health care, and employment training agencies.



**Per ORS 334.175, Education Service Districts must provide regionalized core services in the following areas:**

- Programs for children with special needs, including but not limited to special education services and services for at-risk students.
- Technology support for component school districts and the individual technology plans for those districts, including but not limited to technology infrastructure services, data services, instructional technology services, and distance learning.
- School improvement services for component school districts, including but not limited to:
  - 1.** Services designed to support component school districts in meeting the requirements of state and federal law;
  - 2.** Services designed to allow the education service district to participate in and facilitate a review of the state and federal standards related to the provision of a quality education by component school districts;
  - 3.** Services designed to support and facilitate continuous school improvement planning;
  - 4.** Services designed to address schoolwide behavior and climate issues;
  - 5.** Services designed to support career and technical education.
- Administrative and support services for component school districts, including but not limited to services designed to consolidate component school district business functions, liaison services between the Department of Education and component school districts, and registration of children being taught by private teachers, parents, or legal guardians pursuant to ORS 339.035.

An education service district may provide entrepreneurial services to public and private entities and to school districts that are not component school districts of the education service district with the approval of the constituent districts through their approval of the Local Service Plan.

# Equity Lens

We believe that every student, staff and community partner should be treated equitably. Our focus is to eliminate disparities among all groups.

## Equity:

Just and fair inclusion. An equitable society is one in which all can participate and prosper to allow all to reach their full potential.



## Purpose:

Provide a common vocabulary and protocol to produce and evaluate policies, practices, processes, programs, services or decisions that result in more equitable outcomes.



## Procedure:

Consider the following four questions for any policy, practice, process, program, service or decision::

**1**

### Who Does It Impact?

Who are the groups affected?  
What are the potential impacts on these groups?

**2**

### Who Has the Opportunities and is Included and Who is Not?

Are existing disparities ignored or worsened?  
Are there unintended consequences?

**3**

### Whose Voices Are at the Table?

Have we intentionally involved our partners?

**4**

### Can We Do About It?

How will we mitigate the negative impacts and address the barriers identified above?

Non-Discrimination: LBL ESD prohibits discrimination and harassment on any basis protected by law, including but not limited to an individual's perceived or actual race, color, religion, sex, sexual orientation, national or ethnic origin, marital status, disability, veterans status, or the protected status of any other person with whom the individual associates

# Meet our **BOARD OF DIRECTORS**



**Jean Wooten**  
Zone 1  
Term Expires 6.30.25



**Roger Irvin**  
Zone 2  
Term Expires 6.30.25



**Michael Thomson**  
Zone 3  
Term Expires 6.30.25



**Jim Blount**  
Zone 4  
Term Expires 6.30.27



**Amy Vctor**  
Zone 5  
Term Expires 6.30.27



**Miriam Cummins**  
Zone 6  
Term Expires 6.30.27



**David Dunsdon**  
Zone 7  
Term Expires 6.30.27

## **GOALS & BOARD OBJECTIVES**

### **Board Performance Objective 1**

Pursue innovation through service delivery, equitable resource allocation, evaluation and improvement, staff development, and use of technology.

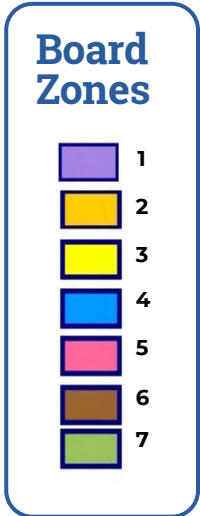
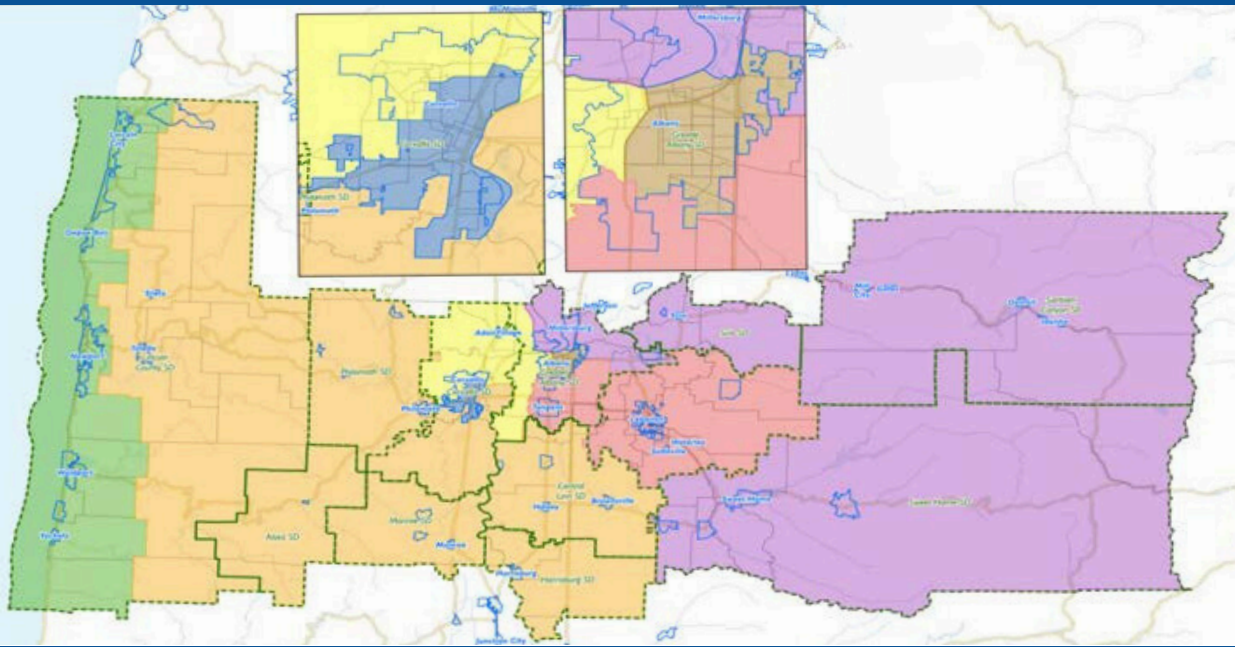
### **Board Performance Objective 2**

Continue to enhance collaborative relationships and effective communication with LBLES D employees, school districts, and communities.

### **Board Performance Objective 3**

Prudently and sustainably manage fiscal resources. Maintain a forward looking financial plan and anticipate and accommodate economic changes.

# Board Zones



## Zone 1

Greater Albany (part),  
Sweet Home, Scio,  
Santiam Canyon

## Zone 2

Central Linn, Harrisburg,  
Monroe, Alsea, Philomath,  
Lincoln Co. Schools (part)

## Zone 3

Corvallis (North)  
Greater Albany (part)

## Zone 4

Corvallis (part)

## Zone 5

Lebanon  
Greater Albany (part)

## Zone 6

Greater Albany (part)

## Zone 7

Lincoln County (part)

# Budget Committee

Jim Gourley

Zone 1 Term Expires:  
6/30/27

Sarah Finger McDonald

Zone 4 Term Expires:  
6/30/2027

Vacant

Zone 7 Term Expires:  
6/30/2025

Sarah Fay

Zone 2 Term Expires:  
6/30/2025

Nichole Piland

Zone 5 Term Expires:  
6/30/2027

Risteen Follett

At Large Term Expires:  
6/30/2025

Sami Al-Abdrabbuh

Zone 3 Term Expires:  
6/30/2025

Ryan Mattingly

Zone 6 Term Expires:  
6/30/2027

# Meet our **EXECUTIVE TEAM**



**Jason Hay**  
Superintendent



**Nancy Griffith**  
Assistant Superintendent



**Rocco Luiere**  
Executive Financial Officer



**Kristina Wonderly**  
Executive Human  
Resource Officer



**Tim Jones**  
Executive IT Officer



## Mission

Through services and collaboration with community schools and families, we empower every child with the skills and resources needed for success, fostering innovation and responsiveness in education.

## Vision

Enhancing education through collaboration.

## Values/Voice

## Personality

- Children and families first
- Equity, inclusivity, & Honoring differences
- Competency and Expertise
- Kindness, Caring, & Humility
- Trust & Connection
- Teamwork & Collaborative leadership
- Health & balance
- Sustainability

# Education LEADERSHIP TEAM



**Angie Greenwood**  
Cascade Regional  
Inclusive Services



**Autumn Belloni**  
Early Intervention/Early  
Childhood Special Ed.



**Bryan Starr**  
Long Term Care and  
Treatment Education



**Kimberly McCutcheon Gross**  
Early Intervention/Early  
Childhood Special Ed.



**Catie Dalton**  
Early Intervention/Early  
Childhood Special Ed.



**Kristy Stringham**  
Special Education  
Program Coordinator



**Sonya Hart**  
Special Education and  
Evaluation Services



**Steve Martinelli**  
Strategic Partnerships  
for Student Success



**Tina Linn**  
Early Intervention/Early  
Childhood Special Ed.

The Education Leadership Council is composed of leaders supporting direct student service providers. Along with the Cabinet, it includes the Directors and Coordinators of Cascade Regional Inclusive Services (CRIS), Early Intervention/Early Childhood Special Education (EI/ECSE), Long Term Care and Treatment (LTCT), Special Education and Evaluation Services (SEES), and Strategic Partnerships for Student Success (SPSS).

# Enterprise **LEADERSHIP TEAM**



**Erin Baston**  
Oregon Routes  
Student Transportation



**Jennifer Kessel**  
Technology and  
Information Services



**Katie Davis**  
Technology and  
Information Services



**Kayla Stuck**  
E-rate Services



**Lisa Schoen**  
Administrative  
Services



**Nathan Rouzaud**  
Marketing and  
Branding



**Richard Thomas**  
Technology and  
Information Services



**Sean Yoder**  
Business Services



**September Johnson**  
Human Resources



**Lisa McConnell**  
Facilities  
Coordinator

The Enterprise Services Leadership Council is composed of those leaders that are not supporting direct service providers. Along with the Cabinet, it will include the leaders of Administrative Services, Business Services, E-rate Services, Facilities, Human Resources, Marketing and Branding, Oregon Routes, and Technology and Information Services.

# LBL Component School Districts



**Alsea 7J**  
P.O. Box B 301 South 3rd  
Street Alsea, OR 97324

Superintendent: Krista Nieraeth  
<http://alsea.k12.or.us/>  
541-487-4305



**Central Linn 552C**  
P.O. Box 200 32433 Highway  
228 Halsey, OR 97348

Superintendent: Dr. Candace Pelt  
<http://centrallinn.k12.or.us/>  
541-369-2813



**Corvallis 509J**  
1555 SW 35th Street  
Corvallis, OR 97333

Superintendent: Dr. Ryan Noss  
<https://www.csd509j.net/>  
541-757-5841



**Greater Albany 8J**  
718 Seventh Avenue SW  
Albany, OR 97321

Superintendent: Andy Gardner  
<https://albany.k12.or.us/>  
541-967-4511



**Harrisburg #7**  
P.O. Box 208 865 LaSalle Street  
Harrisburg, OR 97446

Superintendent: Steve Woods  
<https://www.harrisburg.k12.or.us/>  
541-995-6626



**Lebanon Community #9**  
485 S Fifth Street  
Lebanon, OR 97355

Superintendent: Jennifer Meckley  
<http://lebanon.k12.or.us/>  
541-451-8511

# LBL Component School Districts



**Lincoln County 1212**  
NE Fogarty Street  
Newport, OR 97365

Superintendent: Dr. Majalise Tolan  
<https://lincoln.k12.or.us/>  
541-265-9211



**Monroe 1J**  
365 N 5th Street  
Monroe, OR 97456

Superintendent: Bill Crowson  
<https://monroe.k12.or.us/>  
541-847-6292



**Philomath 17J**  
1620 Applegate Street  
Philomath, OR 97370

Superintendent: Susan Halliday  
<https://www.philomathsd.net/>  
541-929-3169



**Santiam Canyon 129J**  
P.O. Box 197 150  
SW Evergreen Street  
Mill City, OR 97360

Superintendent: Todd Miller  
<http://santiam.k12.or.us/>  
503-897-2321



**Scio 95**  
38875 NW First Avenue  
Scio, OR 97374

Superintendent: Kim Roth  
<https://scio.k12.or.us/>  
503-394-3261



**Sweet Home 55**  
1920 Long Street  
Sweet Home, OR 97386

Superintendent: Terry Martin  
<http://sweethome.k12.or.us/>  
541-367-7637

# LBL Planning Calendar for Developing & Approving Resolution Services



## September/October

Visit and interview districts to discuss service level satisfaction, LBL performance measures, and emerging needs. Survey electronically as needed.

## October/November

Present VCSA draft resolution Local Service Plan for the next biennium. Review/revise the Local Service Plan as described under ORS 334.175(1) with input from Superintendents.

## November

VCSA Superintendents finalize the Local Service Plan services and agreements resulting in recommendation of the LBL Local Service Plan to the LBL Board of Directors and component school districts.

## January

The recommended LBL Local Service Plan will be provided to the LBL Board of Directors for adoption for the biennium. By statute, the Local Service Plan must be approved by districts each year.

## February

After being adopted by the LBL Board of Directors, the Local Service Plan is approved on or before March 1 by resolution of two-thirds of the component school districts representing more than 50% of the students in the LBL region. Adoption by component district boards shall occur before March 1.

## March

Notify LBL staff of changes in service requirements as established in the Local Service Plan.

## April/May

LBL acquires the necessary staffing, equipment, and technology and other resources to deliver the services required or services are brokered through other sources.

# Resolution Services

## Enrollment for Year 1 of the 2023-2025 Biennium

Tier 2 funds are allocated based on the average of the last 3 years of actual ADMw.

ADMw from the previous three years will be used. This information is provided below.

3 Year Actual ADMw and Allocation of Tier 2 Funds for FY24/25

District	2020-2021 ADMw	2021-2022 ADMw	2022-2023 ADMw	3 Year Average	% of Allocation
Alsea	960	1,120	613	898	2.1%
Central Linn	765	724	715	734	1.7%
Corvallis	7,482	7,439	7,407	7,443	17.1%
Greater Albany	10,615	10,622	10,596	10,611	24.4%
Harrisburg	925	942	972	946	2.2%
Lebanon	4,420	4,657	4,707	4,595	10.6%
Lincoln County	6,449	6,549	6,489	6,496	15.0%
Monroe	507	513	539	520	1.2%
Philomath	1,787	1,847	1,896	1,843	4.2%
Santiam Canyon	5,607	3,831	3,344	4,261	9.8%
Scio	3,053	2,313	2,025	2,464	5.7%
Sweet Home	2,512	2,603	2,738	2,618	6.0%
<b>Total</b>	<b>45,082</b>	<b>43,161</b>	<b>42,043</b>	<b>43,429</b>	<b>100%</b>

The amount is rounded to the nearest tenth of a percentage, not less than 1%. This allows LBL and its component school districts to stay within the constraints of the agreement, yet provide flexibility in the use of funds.



# Resolution Service Funding and Allocation

Funding for LBLESD is governed by ORS 344.177, which mandates that at least 90% of resolution funds be spent directly on services or programs for component school districts. The allocation of these funds follows a two-tier system:

## Tier 1 Budget

The LBLESD superintendent proposes the annual budget to cover the Tier 1 Services listed in the Local Service Plan. The proposed budget is discussed with the VCSA superintendents, who may request changes to the proposed amounts with the understanding that certain funding decisions may impact service levels. VCSA superintendents ratify total Tier 1 budgetary expenditures with approval requiring a two-thirds vote from districts representing over 50% of the students final ADMr based on the most recently published fiscal year as provided by the Oregon Department of Education. In the absence of a ratified budget, the Tier 1 budget will roll forward from the prior school year, adjusted for inflation. Payroll, software, and travel (mileage) expenses will reflect direct inflationary factors, while all other budgeted expenditures will include a 4.00% inflation adjustment. Any unused Tier 1 funds roll over into Tier 2 for the next school year.

## Tier 2 Distributions

Remaining funds are distributed to districts based on their proportionate share of a trailing 3-year ADMr, with a minimum distribution of 1%. This distribution includes unutilized Tier 1 funds from the prior school year. Districts can carry forward unused Tier 2 funds indefinitely.

Estimates of available resolution funding will be provided in April. All funding and distributions are approved and governed by the LBLESD Board of Directors and must be appropriated before spending.

## Tier 1 Resolutions Services

Tier 1 includes services that are essential to all districts, ensure equitable access, and/or benefit from economies of scale. The ESD is responsible for managing the service distribution of each program to ensure all 12 districts receive equitable access. Approval to add or remove a Tier 1 service requires a two-thirds majority vote from the districts, representing over 50% of the students, based on the final ADMr from the most recent fiscal year as reported by the Oregon Department of Education.

Tier 1 services are intended as long-term commitments to students and staff in all Component Districts, providing the ESD stable funding and operational consistency, allowing for the most efficient and effective delivery of services. While services can be reviewed annually, they are generally approved on a biennial basis. If a service is canceled, any existing long-term contracts or commitments made by the ESD to support that service will be covered by the Tier 1 budget until the ESD can legally and ethically exit those agreements.

Additions to Tier 1 services may be subject to the approval of the LBLESD Board of Directors.

# CORE SERVICES

ORS.334.175



**Special Education Services**



**School Improvement Services**



**Technology Support Services**



**Administrative Services**



**LBI**

SPECIAL  
EDUCATION  
SERVICES

**TIER 1**

# Special Education Services



## Audiology Screening

PROGRAM  
**Cascade Regional  
Inclusive Services**

CONTACT  
**Angie Greenwood**

PROGRAM  
INFORMATION

Mass hearing screenings are provided to all kindergarten, 1st, and 2nd grade students who attend public schools in the LBL ESD region through Tier 1 services. In addition, a school team may screen students at any point throughout their education, with input and discussion from both parents and the team.

If a student fails two hearing screenings, the school team may refer the student to an audiologist for further audiology testing. The testing may include otoscopy, acoustic immittance testing, standard air and bone conduction testing, speech audiometry, and otoacoustic emissions.

Audiology booth appointments are available in Albany or Newport for these evaluations.

### Enhancing education through collaboration



## Augmentative and Alternative Communication (AAC)

PROGRAM  
**Cascade Regional  
Inclusive Services**

CONTACT  
**Angie Greenwood**

PROGRAM  
INFORMATION

Students who demonstrate significant difficulty in communication and require a specialized system to support their education may be referred to the ESD's Augmentative and Alternative Communication (AAC) Specialists. The goal of these specialized Speech-Language Pathologists (SLPs) is to support school staff in creating communication opportunities for the student throughout the school day.

AAC Specialists are responsible for identifying and trialing various communication platforms from LBL ESD's lending library to help teams determine which system would be most appropriate for the student. Once the district procures the appropriate platform, the AAC specialist will continue to support school-based teams through monthly regional training and coaching.

Services provided by Tier 1 AAC Specialists to eligible students can be billed to Medicaid, provided that a cost-sharing agreement is in place between the district and the ESD.

# Special Education Services



## Early Childhood Special Education Evaluation

PROGRAM

**Early Intervention/Early Childhood Special Education**

CONTACT

**Autumn Belloni, Tina Linn, Catie Dalton and Kimberly McMutcheon-Gross**

PROGRAM  
INFORMATION

Early Intervention-Early childhood Special Education (EI/ECSE) specialists provide evaluations for students from birth to age five who are suspected of having a developmental delay or disability, including challenges in how they see, hear, talk, think, or move.

Evaluators include developmental specialists, speech-language pathologists, autism specialists and other specialists from the Cascade Regional Inclusive Services program. Families, child care providers, preschool providers, physicians, and community agencies can all refer children to the program for evaluation.

Evaluations for children under the age of three must be completed within 45 calendar days from referral, whereas evaluations for children ages three to entrance to kindergarten must be completed within 60 school days.

Children who are found to be at risk for or have a developmental delay, or are experiencing a disability under a categorical eligibility are provided an Individualized Family Service Plan (IFSP). An IFSP is a plan of services individualized for each child and family and includes the child's abilities and needs, services for the child and family, family outcomes related to the child's needs, and goals and objectives reflecting both the child's developmental and special education needs. The services provided to children following eligibility are provided through federal and state grant funds.



# Special Education Services



## Mild/Moderate Occupational Therapy (OT)

PROGRAM  
**Cascade Regional Inclusive Services**

CONTACT  
**Angie Greenwood**

PROGRAM  
INFORMATION

Occupational therapy services in the educational setting focus on adaptations and functional skills a child needs to safely access the educational environment and make progress in their areas of specially designed instruction.

Therapists provide evaluation in the area of occupational therapy and support students with mild or moderate OT needs by consulting and collaborating with the student's educational team.

Services provided by the school-based OT are driven by the student's Individual Family Service Plan (IFSP) or Individual Education Program (IEP) and can include a variety of activities and interventions, including direct consultation, coaching, modeling, making adaptations to the environment or tasks, and providing in-service training to staff. Consultation also occurs through attendance at IFSP or IEP team meetings, the implementation of accommodations and providing support for any specialized equipment that the student may need.

Services provided by Tier 1 Occupational Therapists to eligible students are able to be billed to Medicaid if a cost-sharing agreement is in place between the district and the ESD.



# Special Education Services

FUNDING  
**TIER 1**  
SERVICES



## Mild/Moderate Physical Therapy (PT)

PROGRAM  
**Cascade Regional Inclusive Services**

CONTACT  
**Angie Greenwood**

PROGRAM  
INFORMATION

Physical therapy services in the education setting focus on ensuring safety and accessibility across school environments so students with gross motor challenges can thrive and learn while at school.

Therapists provide evaluation in the area of physical therapy and support students with mild or moderate PT needs by consulting and collaborating with the student's educational team, developing classroom protocols and promoting student self-care.

Services provided by the school-based PT are driven by the student's Individual Family Service Plan (IFSP) or Individual Education Program (IEP) and can include a variety of activities and interventions, including direct consultation, coaching, modeling, making adaptations to the environment or tasks, and providing in-service training to staff. Consultation also occurs through attendance at IFSP or IEP team meetings, the implementation of accommodations and providing support for any specialized equipment that the student may need. Equipment available for short-term loan includes positioning equipment, recreational equipment, and mobility aids.

Services provided by Tier 1 Physical Therapists to eligible students are able to be billed to Medicaid if a cost-sharing agreement is in place between the district and the ESD.



# Special Education Services



## Severe Disability Services

PROGRAM  
**Special Education and  
Evaluation Services**

CONTACT  
**Sonya Hart**

PROGRAM  
INFORMATION

The Severe Disability program provides support to districts through financial compensation, staff development, consultation, and access to materials for students who are experiencing a significant impact from intellectual disabilities. Services are delivered by a program consultant and include several key resources.

These resources include the coordination of lending library purchases and the distribution of a list of available materials. The program also offers technical assistance and materials to support annual district goals for services to students with severe disabilities. Additionally, the consultant conducts monthly district visits to observe programs and provide consultation.

Severe Disabilities consultant staff serve as regional Qualified Trainers for Extended Assessment, offering training and assistance to district Extended Assessment evaluators. Consultants can also provide support on instructional programming for students with moderate to severe intellectual disabilities. This includes access to an extensive lending library that targets the educational needs of these students.

(Additional document linked here will provide further explanation of how LBL transits funds for this service.)



# Special Education Services



The Special Education and Evaluation Services (SEES) program offers a broad range of support to students and districts. These services include system development for general education interventions in academics and behavior, evaluations for Special Education identification, Multi-Tiered Systems of Support (MTSS) consultation and training, and professional development on research-based initiatives. The program also provides guidance on special education law and current practices in evaluation.

In addition to these core services, districts receive support and technical assistance with programming for students with severe disabilities, as well as transition services.

The SEES team is composed of school psychologists, speech-language pathologists/assistants, educational consultants, and Spanish interpreters/translators, all working together to provide comprehensive support to districts and students.

## Special Education Evaluation Services

PROGRAM  
**Special Education and Evaluation Services**

CONTACT  
**Sonya Hart**

PROGRAM  
INFORMATION





**LBI**

**SCHOOL  
IMPROVEMENT  
SERVICES**

**TIER 1**

# School Improvement Services

FUNDING  
**TIER 1**  
SERVICES



## CPI Training

PROGRAM  
**Strategic Partnerships  
for Student Success**

CONTACT  
**Steve Martinelli**

PROGRAM  
INFORMATION

Crisis Prevention Institute is one of the five ODE approved programs designed to support students with challenging behavior. CPI's evidence-based training incorporates person-centered and trauma-informed approaches, helping to create an effective impact across the school environment.

CPI includes multiple levels of prevention and intervention strategies for managing escalated behaviors. LBL ESD is providing a region-wide CPI training network, along with implementation coaching support from certified CPI trainers. This network includes training both in districts and at the ESD.

ESD staff manage all aspects of preparation and logistical support for this training network. Districts are responsible for covering the cost of training materials, while the scheduling, coordination, trainer certification, training delivery, and ongoing implementation support for this network are funded through the SEIA grant.

\*Pending continued grant fund.



# School Improvement Services



LBL home school registrar monitors and maintains records of enrollment for home school students and their parents residing in Linn, Benton, and Lincoln counties. LBL serves as a home school information resource for parents, students, schools, and districts. When a student is being homeschooled, parents must notify LBL of their intention to home school. Home school is education provided in the home by the parent or guardian. Home school parents have the full responsibility for their student's education, including all curriculum choices, record keeping, and testing compliance.

## Home School Registration and Enrollment Management

PROGRAM  
**Strategic Partnerships  
for Student Success**

CONTACT  
**Steve Martinelli**

PROGRAM  
INFORMATION

Enhancing education through collaboration



This service provides oversight and coordination of student and family support services including behavior consultants, family support liaisons, and home school. Additional services include MAC Survey, crisis response, grant exploration and coordination, and collaboration with youth serving agencies specifically addressing health and social services.

## SPSS/Student and Family Support Administration

PROGRAM  
**Strategic Partnerships  
for Student Success**

CONTACT  
**Steve Martinelli**

PROGRAM  
INFORMATION



**LBI**

**TECHNOLOGY  
SUPPORT  
SERVICES**

**TIER 1**

# Technology Support Services

FUNDING  
**TIER 1**  
SERVICES



## Business Information System Services Support & Ivisions

PROGRAM  
**Business Services**

CONTACT  
**Rocco Luiere**

PROGRAM  
INFORMATION

LBLESD offers comprehensive support services for [Tyler Technology's Infinite Visions Business Information System](#), including Level 1 help desk assistance, acting as a liaison between Tyler Technologies and districts, hosting, system maintenance and configurations. Designed specifically for schools, Infinite Visions is a true K-12 multi-fund, modified accrual accounting system, both Generally Accepted Accounting Principles (GAAP) and Government Account Standards Board (GASB) compliant, offering full Microsoft Office integration, drill-down capabilities, expert state reporting, customizable data sorting, and comprehensive reporting. Our staff ensures access to vital business information while managing system updates and troubleshooting issues. The Ivision modules covered by Tier 1 consist of integrated financial, human resources, payroll, purchasing, warehouse and fixed asset applications.



# Technology Support Services

FUNDING  
**TIER 1**  
SERVICES



## Cyber Safety Service

PROGRAM  
**Technology and  
Information Services**

CONTACT  
**Tim Jones**

PROGRAM  
INFORMATION

LBLESD's comprehensive Cyber Safety services are designed to protect district assets and enhance security. We offer Security Studio risk assessments to evaluate vulnerabilities and create targeted mitigation roadmaps, along with Virtual and Regional CISO services that provide strategic guidance and localized support on threat mitigation and policy. Our proactive approach includes internal and external vulnerability scanning to identify potential threats, while key employee training programs empower staff to recognize and respond effectively to Cyber Safety risks. Additionally, we provide incident response planning and coordination to ensure a swift and effective reaction to any incidents that may arise.

## Enhancing education through collaboration



## Desktop Support for Tier 1 LBL Staff

PROGRAM  
**Technology and  
Information Services**

CONTACT  
**Tim Jones**

PROGRAM  
INFORMATION

Computer support technicians (desktop support) offer support to LBL Tier 1 Staff who are experiencing problems with their individual desktop computers or software. Assistance is provided to LBL Tier 1 Staff by answering questions and resolving technical problems related to computer equipment and software. They may install or update required hardware and software, and recommend computer products or equipment to improve Tier 1 support productivity.

# Technology Support Services



LBLESD manages network services, including overseeing internet access, firewall management, server infrastructure, and web access for Tier One services. By maintaining critical network infrastructure and providing device support, LBLESD ensures reliable and secure technology operations for Tier One services.

## Network Management

PROGRAM  
**Technology and Information Services**

CONTACT  
**Tim Jones**



## Enhancing education through collaboration



LBL provides comprehensive support for the Synergy Student Information System, offering services such as help desk assistance, training, hosting, and system maintenance. LBL handles system updates, troubleshooting, and customizations like creating new reports or modifying screens.

While LBL manages these higher-level functions, districts retain significant responsibilities for day-to-day operations. These include managing user accounts and permissions, deciding how to utilize software features, maintaining accurate and timely data entry, providing basic IT support to end users, and training staff on internal processes. This division of responsibilities ensures that districts have control over their data and operational decisions, while benefiting from LBL's technical expertise and system-wide support. The collaboration between LBLESD and districts aims to maximize the effectiveness of the Synergy system in meeting educational and administrative needs.

## Student Information System (SIS) Synergy

PROGRAM  
**Technology and Information Services**

CONTACT  
**Tim Jones**





**LBI**

ADMINISTRATIVE  
SERVICES

**TIER 1**

# Administrative Services



LBL provides courier service for component districts for delivery of materials and correspondence throughout the region. This service is provided for each component district twice weekly during the school year and one weekly during summer breaks.

## Courier Services

PROGRAM  
**Facilities Services**  
CONTACT  
**Lisa McConnell**

PROGRAM  
INFORMATION



# Tier 2 Resolutions Services

Tier 2 services are designed to meet the specific needs of individual districts. While they aim to achieve economies of scale where possible, these services may also be unique to a particular district. Tier 2 services are selected by district superintendents and approved by the ESD superintendent.

Service selections and quantities should be made by May 1 where possible. Once the ESD commits to a district's approved Tier 2 service, that service cannot be canceled prior to the end of the following school year unless the ESD can exit all associated cost obligations. If the total cost of a district's Tier 2 service selections exceeds their funding allocation, the ESD will bill the district for the excess.

Prices for Tier 2 services are standardized where possible, though specific pricing may be necessary based on the nature of the service.

Districts may choose to allocate up to 50% of their annual Tier 2 funds, including carryforward balances, for services not provided by the ESD. These transits are only allowed for services not currently offered by the ESD. The LBLESD Superintendent may grant limited exceptions to allow transits involving ESD services where the ESD encounters barriers to providing that service but cannot exceed the total limitation on transit amounts.





**LBI**

**SPECIAL  
EDUCATION  
SERVICES**

**TIER 2**

# Special Education Services



## Augmentative and Alternative Communication Support (AAC)

PROGRAM  
**Cascade Regional  
Inclusive Services**

CONTACT  
**Angie Greenwood**

PROGRAM  
INFORMATION

Purchasing additional AAC time allows districts to utilize AAC Specialists to provide direct instruction to students beyond the Tier 1 evaluation and systems support. It may also provide support to districts with needs larger than their Tier 1 allocation. Districts may also use Tier 2 or fee-for-service AAC Specialists to write funding reports to assist districts/families in obtaining insurance funding for AAC systems (e.g. eye gaze, limited mobility systems, mounting systems, etc.)

Since billing Medicaid for SLP services is not incorporated into the Tier 1 agreement, if a district wishes to bill Medicaid for reimbursement of services that were provided by an AAC specialist or Assistant who is employed by the ESD, a cost-sharing agreement must be put in place through Tier 2.

### Enhancing education through collaboration



## Autism Consultation

PROGRAM  
**Cascade Regional  
Inclusive Services**

CONTACT  
**Angie Greenwood**

PROGRAM  
INFORMATION

The focus of Autism services provided through the Regional Inclusive Services (RIS) grant is on providing trainings and professional development to build capacity in school-based staff so they can better support students with autism. In addition, the RIS grant includes a limited number of hours that can be used for on-site coaching, attending specific IEP meetings and/or addressing individual students' needs related to autism.

If a district's need for autism support reaches beyond what is provided through the RIS grant, additional Autism Consultant time is available for purchase through this Tier 2 service. Ideas for utilizing Tier 2 Autism Consultant time include providing direct or indirect services to students with autism, on-site partnering with district staff on a more regular basis, training staff to work with individual students in their daily settings, developing and implementing individual data collection systems, classroom diagnostics, restructuring and resetting and/or providing support for students who demonstrate complex behavior needs.

# Special Education Services



Learning Consultants are licensed special education teachers available to provide technical assistance, coaching and support to districts in all areas of special education teaching and case management. Learning Consultants are available to coach and mentor newly or restricted licensed special education teachers, and can help with IEP development, creating manageable classroom systems, designing interventions, and collecting and reviewing data.

## Learning Consultants

PROGRAM  
**Special Education and Evaluation Services**

PROGRAM  
INFORMATION

CONTACT  
**Sonya Hart**

## Enhancing education through collaboration



Tier 1 OT services are based on a consultation service delivery model and are allocated according to the proportionate size of each district when compared to other component districts. Purchasing additional Occupational Therapy time allows districts to utilize OT support for students beyond the consultation services allotted through Tier 1.

## Occupational Therapy (OT)

PROGRAM  
**Cascade Regional Inclusive Services**

PROGRAM  
INFORMATION

CONTACT  
**Angie Greenwood**

This could include direct or indirect OT services to students who require this level of support in order to access their education. It could also provide OT consultation beyond the district's proportionate share of Tier 1 if the district's OT caseload is larger than its Tier 1 allocation.

Since billing Medicaid for OT services is not incorporated into the Tier 1 agreement, if a district wishes to bill Medicaid for reimbursement of services that were provided by an OT or OT Assistant who is employed by the ESD, a cost-sharing agreement must be put in place through Tier 2.

# Special Education Services



## Physical Therapy (PT)

PROGRAM  
**Cascade Regional  
Inclusive Services**

CONTACT  
**Angie Greenwood**

PROGRAM  
INFORMATION

Tier 1 PT services are based on a consultation service delivery model and are allocated according to the proportionate size of each district when compared to other component districts. Purchasing additional Physical Therapy time allows districts to utilize PT support for students beyond the consultation services allotted through Tier 1.

This could include direct or indirect PT services to students who require this level of support in order to access their education. It could also provide PT consultation beyond the district's proportionate share of Tier 1 if the district's PT caseload is larger than its Tier 1 allocation.

Since billing Medicaid for PT services is not incorporated into the Tier 1 agreement, if a district wishes to bill Medicaid for reimbursement of services that were provided by a PT or PT Assistant who is employed by the ESD, a cost-sharing agreement must be put in place through Tier 2.

## Enhancing education through collaboration



## School Psychologists

PROGRAM  
**Special Education and  
Evaluation Services**

CONTACT  
**Sonya Hart**

PROGRAM  
INFORMATION

School psychologists provide evaluation and consultation services to component districts. Typically, they support district staff by assisting with special education evaluations, participating with Multi-Tiered Systems of Support (MTSS) and student assistance teams, and offering consultation in areas such as systems development, academic interventions, and behavioral support for both general education and special education students.

School psychologists bring expertise in student learning development, as well as intervention and support for all learners. They are valuable resources for teams, offering problem-solving assistance and helping to develop behavior plans for students who require additional support.

# Special Education Services



Interpretation (oral) and translation (written) services in Spanish for school-related activities and meetings related to special education are offered through Tier 1 services.

For school-related activities, meetings, and conferences unrelated to Special Education, districts can purchase additional Interpreter/Translation time. Districts can expect an exact translation of school-related materials for handout or publishing. Interpreters are available for in-person, virtual, or phone conversations and can assist with scheduling and events. They can provide side-by-side as well as simultaneous interpreting.

## Spanish Interpreter and Translation

PROGRAM  
**Special Education and Evaluation Services**

PROGRAM  
INFORMATION

CONTACT  
**Sonya Hart**



# Special Education Services



## Speech Language Pathologists (SLP)

PROGRAM  
**Special Education and Evaluation Services**

PROGRAM INFORMATION

CONTACT  
**Sonya Hart**

Speech Language Pathologists (SLPs) provide speech and language services through Tier 2 as a direct service for districts to address students with a speech/language need. Services include improving communication skills for students coping with difficulties in learning to listen, speak, read and/or write.

SLPs may case manage students who are identified as eligible for Speech-Language Impairment (SLI) and serve on intervention teams to help determine appropriate next steps for students who may have speech and/or language difficulties. SLPs may work with students under all disability categories and provide services such as specially designed instruction, related services, and/or consultation. These services may include articulation, receptive language, expressive language, social language, fluency, and voice.

With a cost-sharing agreement in place between the District and LBL ESD, a Tier 2 SLP may be eligible to bill for Medicaid reimbursement.

### Enhancing education through collaboration



## Speech Language Pathologist Assistants (SLPA)

PROGRAM  
**Special Education and Evaluation Services**

PROGRAM INFORMATION

CONTACT  
**Sonya Hart**

Speech-Language Pathology Assistants (SLPAs) provide speech and language services through Tier 2 as a direct service to address the needs of students with a speech/language disability. The SLPA, working under the direct supervision of a qualified LBL or District supervising SLP, can serve students in all disability categories. This team may provide services under specially designed instruction (SDI), related services, and/or consultation.

With an agreement between the District and LBL ESD, a Tier 2 SLPA may be eligible to bill for Medicaid reimbursement.

# Special Education Services



Since Section 504 is not funded through special education funding streams, any special education services needed for students on 504 plans will need to be purchased through Tier 2. Similarly, students who attend private schools are not automatically eligible for services from the local ESD. School districts may purchase special education services from the ESD for private school students in their boundaries through Tier 2 if desired.

## 504 Plans and Students in Private Schools

PROGRAM  
**Cascade Regional  
Inclusive Services**

CONTACT  
**Angie Greenwood**

PROGRAM  
INFORMATION





**LBI**

**SCHOOL  
IMPROVEMENT  
SERVICES**

**TIER 2**

# School Improvement Services



## Behavior Consultation Services

PROGRAM  
**Strategic Partnerships for Student Success**

CONTACT  
**Steve Martinelli**

PROGRAM  
INFORMATION

Behavior consultants work closely with teachers and administrators to provide behavioral intervention for students in the classroom. Behavior consultants collaborate with educators to complete Functional Behavior Assessments (FBAs) and Behavior Intervention Plans (BIPs). They provide specific student strategies to help students learn new behavior skills and coaching for staff on classroom structures and systems to support students in using prosocial behavior and emotional regulation. Behavior consultants can provide support for level 1 and level 2 student behavioral safety assessments and sexual incident response advisory teams. They also provide nonviolent crisis intervention training to teach educators best practices for managing difficult situations involving unsafe behavior. [LBL ESD Behavior Consultation Services Overview.](#)

### Enhancing education through collaboration



## Family Support Services

PROGRAM  
**Strategic Partnerships for Student Success**

CONTACT  
**Steve Martinelli**

PROGRAM  
INFORMATION

Family Support Liaisons partner with students, families and school staff to provide support for accessing health and social services, navigating social service systems, and eliminating barriers. Family support liaisons offer a range of services that include, but are not limited to, accessing physical and mental health resources, case coordination, positive youth development opportunities, and education engagement. They also actively collaborate with local and regional youth serving agencies to coordinate an array of support services for the student and their family. [LBL ESD Family Support Services Overview.](#)



**LBI**

**TECHNOLOGY  
SUPPORT  
SERVICES**

**TIER 2**

# Technology Support Services

FUNDING  
**TIER 2**  
SERVICES



## Additional SIS Synergy Modules

PROGRAM  
**Technology and Information Services**

CONTACT  
**Tim Jones**

PROGRAM  
INFORMATION



At LBLED, we offer a range of additional Synergy modules available for purchase, designed to elevate the educational experience and streamline district operations. Our dedicated team provides end-to-end implementation, configuration, support, and training for each module, ensuring that you maximize the potential of your investment.

Explore our diverse offerings, including:

- **Assessment:** Streamline student assessments with powerful tools that simplify data collection and analysis.
- **Athletics:** Manage athletic programs efficiently, from scheduling to tracking student participation.
- **GradeCam:** Enhance grading processes with intuitive scanning and grading solutions.
- **INSPECT+ Test Item Bank:** Access a comprehensive library of test items for effective assessment design.
- **Learning Management System (LMS):** Foster engaging online learning experiences for students and teachers.
- **Mastery Test Item Banks:** Choose from specialized banks for Math, ELA, Science, and Social Studies, ensuring comprehensive coverage of core subjects.
- **Video Conferencing:** Facilitate real-time communication and collaboration among educators and students.

With LBLED's expertise in implementation and ongoing support, your district can seamlessly integrate these modules into your existing Synergy platform, enhancing functionality and improving educational outcomes. Let us help you take your district's capabilities to the next level.



# Technology Support Services



## Data Integrations

PROGRAM  
**Technology and  
 Information Services**

CONTACT  
**Tim Jones**

PROGRAM  
 INFORMATION

At LBLED, our Data Integration Services empower districts to seamlessly connect LBLED-hosted applications with a wide array of third-party vendors, transforming how they manage and utilize information. Our dedicated team provides end-to-end support, guiding you through every step of the integration process—from initial configuration and implementation to ongoing monitoring of data transmissions for utmost accuracy and reliability.

By choosing our services, districts can significantly enhance operational efficiency, ensuring that all systems work together in perfect harmony. This streamlined integration not only saves valuable time but also delivers timely access to crucial information, enabling informed decision-making and improved outcomes. Experience the difference with LBLED's Data Integration Services and watch your data work harder for you.



# Technology Support Services



## Engineering Support

PROGRAM  
**Technology and  
Information Services**

CONTACT  
**Tim Jones**

PROGRAM  
INFORMATION

Our Engineering Support Services provide comprehensive assistance for your district's local and wide area networks, focusing on robust system maintenance, implementation, and server infrastructure management. Our team of skilled technicians and engineers collaborates closely to troubleshoot issues, patch systems, and perform critical updates, ensuring that your technology remains secure and up to date.

We excel in configuring network devices and optimizing server infrastructure to enhance performance and reliability. Our expertise extends to maintaining and consulting on essential network equipment—including switches, routers, firewalls, and access points—while implementing best practices for application delivery and data storage.

In addition to our core services, we offer application and website hosting, data backups, and data center design and implementation, providing a holistic approach to your district's IT needs. Our commitment to systems updates and proactive configurations ensures that your technology environment is not only secure but also adaptable to evolving educational demands.

With a strong focus on security, service reliability, and long-term sustainability, LBL empowers districts to effectively navigate the complexities of modern technology. Let our Engineering Support Services be your trusted partner in optimizing infrastructure and supporting end users for a brighter, more connected educational future.



# Technology Support Services

FUNDING  
**TIER 2**  
SERVICES



The Ivision modules covered by Tier 1 consist of integrated financial, human resources, payroll, purchasing, warehouse, and fixed asset applications. Districts can purchase any other IV modules through Tier 2

## Infinite Visions Add Ons

PROGRAM  
**Business Services**

CONTACT  
**Rocco Luiere**

PROGRAM  
INFORMATION

## Enhancing education through collaboration



Our Internet Access (ISP) Service provides districts with dependable, high-speed internet connectivity, ensuring uninterrupted access to vital online resources. Safeguarded by a state-of-the-art, high-availability firewall pair, our service prioritizes security without compromising performance.

All necessary network devices and infrastructure are securely housed and meticulously maintained within the LBL data center facility, equipped with cutting-edge cooling systems and emergency power capabilities. This unwavering commitment to security and reliability means that districts can confidently depend on consistent internet access to support their educational initiatives and enhance learning experiences. Elevate your district's connectivity and unlock limitless potential with LBLED's Internet Access Service.

## Internet Access

PROGRAM  
**Technology and  
Information Services**

CONTACT  
**Tim Jones**

PROGRAM  
INFORMATION

# Technology Support Services



## Power School Sped Records Management

PROGRAM  
**Technology and Information Services**

CONTACT  
**Tim Jones**

PROGRAM  
INFORMATION

LBL proudly offers a powerful, web-based Special Education Management System designed to empower educators in efficiently documenting every aspect of the special education process. Our system encompasses the entire journey—from pre-referral and referral to eligibility determination, Individual Education Program (IEP) development, progress reporting for parents, and IEP revisions.

In addition, it features essential tools such as private school Individualized Service Plan (ISP) forms and data tracking sheets, ensuring that all necessary documentation is easily accessible. With PowerSchool's extensive suite of reports, districts can effortlessly manage administrative and state reporting requirements, streamlining the process and saving valuable time.

Our system seamlessly integrates with your district's existing student information system, enabling specified data to flow smoothly between both platforms. Experience enhanced collaboration and improved outcomes for students with our Special Education Management System—your partner in fostering educational success.

### Enhancing education through collaboration



## Web Design and Maintenance

PROGRAM  
**Technology and Information Services**

CONTACT  
**Tim Jones**

PROGRAM  
INFORMATION

LBL provides innovative website development, hosting, and management solutions tailored to meet all of your district's web-related needs. Our websites feature responsive design, ensuring that content is optimized for any device, from desktops to smartphones. We prioritize accessibility, crafting websites and content that reach the widest audience while fully complying with state and federal web accessibility requirements.

With LBL's social media integration, districts can effortlessly share content across multiple platforms, including Facebook and Twitter, maximizing reach while saving valuable time. Additionally, we offer a user-friendly mobile app that allows parents, students, and staff to quickly access important website information, news, and resources. The app also enables push notifications, facilitating instant communication from school district officials—available for both Android and Apple devices.

Transform your district's online engagement and communication with LBL's web solutions, designed to enhance connectivity and keep your community informed.



**LBI**

**ADMINISTRATIVE  
SERVICES**

**TIER 2**

# Administrative Services



The business office serves component and non-component districts by offering services to support the many business functions of a district. Services included payroll, accounts payable, grants, and general transactional and state reporting support.

## Business Administration Services

PROGRAM  
**Business Services**

CONTACT  
**Rocco Luiere**

PROGRAM  
INFORMATION

### Enhancing education through collaboration



At LBL, we provide dedicated support for districts navigating the complexities of the E-rate Program, ensuring a seamless application process and full compliance with all program regulations. Our comprehensive services cover the entire lifecycle of the E-rate application—from the initial submission to meticulous funding tracking—designed to help you secure the maximum funding possible.

With our in-depth expertise, we empower schools and libraries to obtain vital funding for high-speed internet and telecommunications. We also keep you informed about the latest updates and changes to program rules, ensuring that you never miss an opportunity for financial support. Partner with LBL and unlock the funding potential your district needs to enhance connectivity and enrich educational experiences.

## E-rate Services

PROGRAM  
**Technology and Information Services**

CONTACT  
**Tim Jones**

PROGRAM  
INFORMATION

# Administrative Services



## Oregon Routes Student Transportation

PROGRAM  
**Business Services**

CONTACT  
**Rocco Luiere**

PROGRAM  
INFORMATION

Oregon Routes is a supplemental drivers program created to address the driver shortage in Oregon and ensure reliable transportation for children who are not served by regular bus routes. By connecting students with available drivers, the program helps establish a safe and efficient transportation system that benefits both students and the community.

One of the key features of Oregon Routes is its unique driver-student pairing system. This approach matches drivers with students based on location or specific needs, ensuring that each trip is as efficient and convenient as possible. In some cases, drivers may already be on a route to a destination, making the process even more streamlined for everyone involved.

The program also includes an easy-to-use portal for school districts to input student information. This platform simplifies the administrative process, making it easier for districts to manage and coordinate transportation services for students in need.

## Enhancing education through collaboration



## Special Education Administration Services

PROGRAM  
**Special Education and Evaluation Services**

CONTACT  
**Sonya Hart**

PROGRAM  
INFORMATION

This service is available to districts who require a licensed special education administrator to support their district. Services may include administrative functions of planning and managing special education programs, staffing and budgeting, supervision of staff, compliance review, professional development, state reporting, and consultation.



**LBI**

**OTHER GRANTS  
& CONTRACTS**

**GRANTS**



### EI/ECSE Grant

PROGRAM

**Early Intervention/Early  
Childhood Special Education**

CONTACT

**Autumn Belloni, Tina  
Linn, Catie Dalton and  
Kimberly McMutcheon-  
Gross**

PROGRAM  
INFORMATION

Early Intervention/Early Childhood Special Education (EI/ECSE) services are provided through a grant awarded by the Oregon Department of Education to support eligible children, birth to five years old. These services are delivered by a team of professionals, including developmental specialists, speech-language pathologists, inclusion specialists, instructional assistants, and regional staff.

EI/ECSE staff work closely with families and young children who have developmental delays or disabilities, offering consultation and instruction in a variety of settings through an Individualized Family Service Plan (IFSP). The primary focus of Oregon's EI program is to build the family's capacity to support the special needs of their young child.

EI services are available for children from birth to three years who have developmental delays in areas such as cognitive, physical, communication, self-help, or social skills. Services are also provided to children with medically diagnosed conditions that are likely to result in developmental delays later in life. Most EI interventions are offered within the child's natural environment—integrating into everyday routines, activities, and places.

For children aged three to kindergarten entry, ECSE services are available for those who qualify due to a developmental delay or categorical disability. Children in ECSE typically have disabilities that significantly affect their developmental progress and their ability to access education. These services are provided in community preschools, childcare facilities, and structured classrooms, and are tailored to each child's unique special education needs.

The focus of the ECSE program is to teach the child the necessary skills to address developmental delays, prepare them for school, and incorporate intervention strategies into their daily routines.



### Regional Inclusive Services Grant

#### Cascade Regional Inclusive Services

CONTACT  
**Angie Greenwood**

PROGRAM  
INFORMATION

Regional Inclusive Services are funded through a grant awarded by the Oregon Department of Education. This grant enables LBL ESD to collaborate with local school districts, Early Intervention, Early Childhood Special Education (EI/ECSE) programs, families, and community agencies to provide specialized educational support for children with low-incidence disabilities.

These disabilities include autism, deaf/hard of hearing, deafness, blindness/visual impairment, orthopedic impairment, and traumatic brain injury. These conditions occur at such a low rate in the general population that it would be challenging for individual districts to provide the full range of services these students require.

While the primary responsibility for each child always remains with the local school district, Regional Inclusive Services offer a range of support for students who meet eligibility criteria. The specific services provided by Regional Inclusive Services staff vary depending on the disability category and are governed by the terms of the grant itself.

Services provided may include Specially Designed Instruction, Related Services, Supports to School Personnel, and/or Accommodations/Modifications. These services are implemented for each individual child or student in various settings through an Individualized Family Service Plan (IFSP) for children ages birth through 5, or an Individualized Education Program (IEP) for students in Kindergarten through age 21.





### Long Term Care and Treatment Grant

PROGRAM

**Long Term Care and Treatment**

CONTACT

**Bryan Starr**

PROGRAM INFORMATION

The Long Term Care and Treatment (LTCT) contract from the Oregon Department of Education (ODE) funds educational services for children and youth in residential and day treatment facilities across several specialized schools. These programs serve students with significant emotional and behavioral needs in collaboration with mental health providers.

#### Farm Home School

Located at the Trillium Family Services Corvallis Campus, this school serves middle to high school students in both residential and day treatment, focusing on mental health services provided by Trillium Family Services.

#### Wake Robin School

This program operates on the same campus as the The Farm Home School, offering transitional educational services through ODE. It serves K-12 students, with Trillium providing mental health care and LBL ESD delivering educational support.

#### Old Mill Center Classroom

Based at the Old Mill Center for Children and Families in Corvallis, this day treatment program offers education primarily to younger students (K-2), with mental health services from Old Mill.

Each program aims to support students academically while addressing complex emotional and behavioral challenges through specialized education and treatment partnerships.





These support services are coordinated through the Strategic Partnerships for Student Success Program. Our team of implementation coaches focus on building capacity with districts for equitable systems to better meet the instructional and social, emotional and behavioral (SEB) health needs of their students, staff and families. We collaborate with educators to build their instructional and SEB practices and systems through the use of data and strategies integral to improvement science. We also coach educators to transform instructional and SEB knowledge into practices to implement with students, staff and families.

## Capacity Building Implementation Support Services

PROGRAM

**Strategic Partnerships  
for Student Success**

CONTACT

**Steve Martinelli**

PROGRAM  
INFORMATION

### Our Capacity Building Implementation Support Services include:

- Facilitating needs assessment focusing on implementation readiness, progress monitoring and program evaluation for existing and/or new instructional or SEB systems and practices.
- Leveraging partnerships with local, regional, state and national organizations to communicate the latest information in regard to instructional and SEB curriculum, initiatives and grants, and professional development.
- Sharing critical information updates on the latest research and trends related to evidence-based or field-tested practices and programs for instructional and SEB systems including easy-to-implement strategies to share with school leaders and staff.
- Convening collaboration and learning opportunities for school and district staff to support the ongoing implementation of instructional and SEB systems.
- Training and coaching district and school leaders through professional learning opportunities with customized follow-up support to guide the implementation process of instructional and SEB systems.
- Providing implementation technical assistance for existing and/or new instructional and SEB systems in schools and districts as well as supporting adaptations to these systems to implement in a variety of learning environments.

Each biennium the SPSS Program and ESD leadership will collaborate with district Superintendents to complete a needs assessment process that is informed by regional district data related to their SIA/Integrated Program Plans. This process includes convening an advisory workgroup of Superintendents and SPSS coaching staff to review regional data, assess current needs, prioritize focus areas, and recommend an array of best-practice strategies that can be used to support the implementation of instructional or SEB systems and practices. This information will inform the ESD's Statewide Education Initiatives Account Grant (SEIA) application along with the sourcing of other regional or state opportunities to help fund and/or deliver these capacity building implementation support services. **Link to current SEIA Grant Plan.**

# Grants and Contracts



## The Statewide Education Initiatives Account Grant (SEIA) from ODE

PROGRAM

**Strategic Partnerships  
for Student Success**

CONTACT

**Steve Martinelli**

PROGRAM  
INFORMATION

The Statewide Education Initiatives Account Grant (SEIA) provides support to districts in the implementation of their Student Investment Account (SIA)-Integrated Program plans. Our Student Success Integration Liaisons work directly with districts to assist in the development and implementation of these plans. They also collaborate closely with the Oregon Department of Education (ODE) to ensure districts have the necessary information and support to complete the required reporting for their plans.

In addition, the Improvement & Engagement Liaisons support district and school teams with the implementation of the High School Success and Every Day Matters initiative requirements. These liaisons play a key role in guiding districts and schools to meet the goals of these initiatives.

All of the liaisons provide coaching and technical assistance to district and school leaders, focusing on best practices for data-driven decision-making and continuous improvement processes.

### Enhancing education through collaboration



## School Safety and Prevention Systems Grant (SSPS) from ODE

PROGRAM

**Strategic Partnerships  
for Student Success**

CONTACT

**Steve Martinelli**

PROGRAM  
INFORMATION

The Strategic Partnerships for Student Success Program is creating a coordinated regional Behavioral Safety Framework. This framework focuses on the development of services and support for safety assessment processes (BSTAT/SIRC), suicide prevention, intervention, and postvention plans (Adi's Act), bullying and harassment prevention, and crisis response protocols within districts.

This work is funded by the School Safety and Prevention Systems Grant from the Oregon Department of Education (ODE). It includes expanded opportunities for training, technical assistance, and coaching provided by Education Service District (ESD) staff and regional/state partners in these critical areas of behavioral safety.

# Grants and Contracts



## Grow Your Own Grant (GYO) from the EAC

PROGRAM  
**Strategic Partnerships for Student Success**

CONTACT  
**Steve Martinelli**

PROGRAM  
INFORMATION

The LBL ESD Grow Your Own (GYO) Grant is funded by the Educator Advancement Council (EAC) and coordinated through the Strategic Partnerships for Student Success Program. This grant supports both new and existing GYO initiatives within our twelve districts.

The vision for this project is to combine direct support for educator recruitment with the creation of a regional collaborative structure. This two-pronged approach includes a Regional GYO Navigator and the Regional GYO Work Group.

Funding will be provided to support educators in high-need areas, as identified through the work group's data-driven process. The Regional GYO Work Group has developed and is now implementing a plan to distribute scholarships and reduce barriers to obtaining licensure for educators.

## Enhancing education through collaboration



## Instructional Mentor Program Collaboration with WREN

PROGRAM  
**Strategic Partnerships for Student Success**

CONTACT  
**Steve Martinelli**

PROGRAM  
INFORMATION

The Instructional Mentor Program Collaboration is funded through a combination of funds from the ESD's SEIA Grant and WREN (Western Regional Educators Network), and it is coordinated through the Strategic Partnerships for Student Success Program.

The goal of the Instructional Mentor Program is to provide the tools, resources, and training necessary to support mentors at the highest level, ensuring they are equipped to help their mentees successfully launch their careers. The collaborative nature of this program allows mentors to gain professional knowledge not only through training and resources but also through the expertise of other mentors in the region. A key focus of the program is supporting the social and emotional well-being of educators at its core.

In response to feedback from both mentors and new teachers, and with the goal of helping novice educators grow in their professional practices, this program also offers ongoing professional development. This includes training on behavior management, as well as strategies for creating a positive classroom climate, establishing routines, and implementing effective structures.

# Grants and Contracts



## Family Support Fund Grants

PROGRAM  
**Strategic Partnerships  
for Student Success**

CONTACT  
**Steve Martinelli**

PROGRAM  
INFORMATION

The Family Support Fund Grants are coordinated through the Strategic Partnerships for Student Success Program. Over the years, LBL ESD has partnered with local, regional, and state organizations to secure funding resources that meet the needs of the students and families they serve.

The urgent needs of these students and families require access to an agile and flexible funding source, providing ESD-based staff members with an efficient and effective way to address those needs in a timely manner. Each support person works diligently to explore other funding options before utilizing these ESD-specific resources.

These funding streams are not intended to replace or supplant funds traditionally provided through other sources. However, when needs are inadequately funded or when the timing is urgent, these funds may be used to address gaps in support.

### Enhancing education through collaboration



## IHN-CCO Agile Fund Grant

PROGRAM  
**Strategic Partnerships  
for Student Success**

CONTACT  
**Steve Martinelli**

PROGRAM  
INFORMATION

This grant flows through the IHN-CCO System of Care from the Oregon Health Authority. It is delivered through a partnership with LBL ESD and the regional System of Care Executive Council. These funds are designed to meet immediate and urgent needs of the students and family supported through our local system of care. Students and families actively engaged with ESD-delivered Family or Behavioral Supports in a school district can be eligible to receive these funds.

# Grants and Contracts



## Integrated Community Partner Grant

PROGRAM  
**Strategic Partnerships  
for Student Success**

CONTACT  
**Steve Martinelli**

PROGRAM  
INFORMATION

The Integrated Community Partner grant funding is managed by Jackson Street Youth Services. This grant provides an annual discount on the cost of contracting Family Support Services through the ESD for school districts with an emphasis on small rural districts. Family support liaisons assist students who are experiencing challenges to their success at home, school and in the community. The family support liaisons work closely with the family, school, health care providers and social service agencies to locate and access resources, organize support, develop skills and remove barriers so that children can come to school ready to learn.

Enhancing education through collaboration



## Juvenile Crime Prevention Grant

PROGRAM  
**Strategic Partnerships  
for Student Success**

CONTACT  
**Steve Martinelli**

PROGRAM  
INFORMATION

The Juvenile Crime Prevention (JCP) grant funding is managed by the Linn County Juvenile Department. This grant provides an annual discount on the cost of contracting Family Support Services through the ESD for Linn County school districts. Family support liaisons assist students who are experiencing challenges to their success at home, school and in the community. The family support liaisons work closely with the family, school, health care providers and social service agencies to locate and access resources, organize support, develop skills and remove barriers so that children can come to school ready to learn.



The MAC-Medicaid Support Services are coordinated through the Strategic Partnerships for Student Success Program. With support from the Oregon Health Authority (OHA), LBL provides training and support to districts to complete the Medicaid Administrative Claiming survey three times a year. LBL interfaces with OHA to generate cost pools, process match payments and resolve questions. LBL staff also participate in the Medicaid Administrative Claiming process. Funds generated are used to support the Medicaid-MAC Specialist that delivers this support service to districts.

## Medicaid Billing Support Services

PROGRAM  
**Strategic Partnerships for Student Success**

PROGRAM  
INFORMATION

CONTACT  
**Steve Martinelli**





**LBI**



# DISTRICT SUMMARY

2024-2025



## Alsea School District Services provided through LBLESD

### District Executive Summary

- Roger Irvin, LBLESD Board Director, ASD Region
- Sarah Fay, LBLESD Budget Committee, ASD Region
- ASD receives 2.1% of Local Service Plan funding and is the 11th largest in student enrollment out of the 12 component districts
- Districts are able to transit up to 50% of their available Tier 2 resources. At this time, ASD is transiting \$0 which represents 0%

### ADMw Over the Years

	ESD	ASD
FY 2017/18	44,872.8	335.3
FY 2018/19	45,092.2	465.9
FY 2019/20	44,912.5	465.9
FY 2020/21	47,337.1	960
FY 2021/22	43,864	1,120
FY 2022/23	44,220	613
FY 2023/24	41,356.97	363.99

### 2022-23 Quick Stats

6

Number of  
**BIS Tickets**

171

Number of  
**Network Tickets**

148

Number of  
**SIS Tickets**

1000  
mbps

Total ISP Purchased

LBLESD serves districts, schools and students by providing equitable, flexible and effective educational services through economy of scale. Our vision is to be a responsive and transparent organization that supports districts by embracing continuous improvement in helping every child succeed.

## Services Data

Note: This data is based on fiscal year 2023-2024

### Tier 1

Special Education – Tier 1 Services by Student	ESD	ASD
Audiology Hearing Screenings	7112	40
Audiology Evaluations	34	0
Mild/Moderate Special Ed Supports K-12 (PT)	95	0
Mild/Moderate Special Ed Supports K-12 (OT)	716	11
Mild/Moderate Special Ed Supports K-12 (Aug Comm)	255	1
In-Center Special Education Evaluations	233	2
In-District and Assigned Special Education Evaluations	202	17
Severe Disability Supports	170	1
Early Intervention Evaluations	307	0
Early Childhood Special Education Evaluations	489	0

### Special Education – Tier 1 Services by Hours

Service	ESD	ASD
Interpreter, District Requests	312	1
Interpreter, In-Center Evaluations	80	1
Translation, District Requests	154	0

### Grants

Cascade Regional – Low Incidence, High Needs	ESD	ASD
Vision	43	0
Hearing	76	0
Physical Therapy	44	0
Occupational Therapy	45	0
Autism Spectrum Disorder	772	3
Traumatic Brain Injury	18	0
Deafblindness	2	0
Total # of K-12 Regional Low Incidence Disabilities	926	3

### Other Services

Service	ESD	ASD
Behavior Specialist	258	7
Family Support Liaison	1066	0

## ESD Staff Serving District

### School Psychologist

N/A

### Learning Consultant

Janice Edwards

### Speech Language Pathologist

Pearl Arck

### Autism

Jill Sellers

### Deaf/Hard Hearing

TBD

### Occupational Therapist

Pamela Schindler

### Physical Therapist

Linda Absalon

### Vision

TBD

### Augmentative Communication

Sarah Follett

### Traumatic Brain Injury

Brandi Lancaster

### Audiology

Marcella Murillo

### Family Support Liaison

N/A

### Behavior Consultant

Mark Summers

### Home School

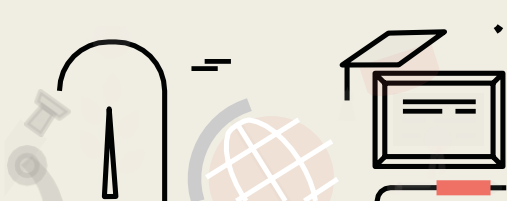
Mandie Wood

### Transition Network Facilitator

Josh Barbour

### Severe Disabilities Consultant

Shelley Marrone



Linn Benton Lincoln Education Service District  
905 4<sup>th</sup> Avenue, Albany, OR 97321 ~ 541.812.2600 ~ [www.lblesd.k12.or.us](http://www.lblesd.k12.or.us)

2024-2025



# Central Linn School District

## Services provided through LBL ESD

### District Executive Summary

- Roger Irvin, LBLESD Board Director, CLSD Region
- Sarah Fay, LBLESD Budget Committee, CLSD Region
- CLSD receives 1.7% of Local Service Plan funding and is the 10th largest in student enrollment out of the 12 component districts
- Districts are able to transit up to 50% of their available Tier 2 resources. At this time, CLSD is transiting \$0 which represents 0%

### ADMw Over the Years

	ESD	CLSD
FY 2017/18	44,872.8	826.9
FY 2018/19	45,092.2	844.4
FY 2019/20	44,912.5	844.4
FY 2020/21	47,337.1	765
FY 2021/22	43,864	724
FY 2022/23	44,220	715
FY 2023/24	41,356.97	717.92

### 2023-24 Quick Stats

24

Number of  
**BIS Tickets**

18

Number of  
**Network Tickets**

238

Number of  
**SIS Tickets**

400  
mbps

**Total ISP Purchased**

LBLESD serves districts, schools and students by providing equitable, flexible and effective educational services through economy of scale. Our vision is to be a responsive and transparent organization that supports districts by embracing continuous improvement in helping every child succeed.

## Services Data

Note: This data is based on fiscal year 2023-2024

### Tier 1

#### Special Education – Tier 1 Services by Student

	ESD	CLSD
Audiology Hearing Screenings	7112	105
Audiology Evaluations	34	1
Mild/Moderate Special Ed Supports K-12 (PT)	95	2
Mild/Moderate Special Ed Supports K-12 (OT)	716	10
Mild/Moderate Special Ed Supports K-12 (Aug Comm)	255	3
In-Center Special Education Evaluations	233	5
In-District and Assigned Special Education Evaluations	202	27
Severe Disability Supports	170	0
Early Intervention Evaluations	307	9
Early Childhood Special Education Evaluations	489	17

#### Special Education – Tier 1 Services by Hours

	ESD	CLSD
Interpreter, District Requests	312	13
Interpreter, In-Center Evaluations	80	2
Translation, District Requests	154	1
Translation, In-Center Evaluations	122.47	0

### Grants

#### Cascade Regional – Low Incidence, High Needs

	ESD	CLSD
Vision	43	0
Hearing	76	2
Physical Therapy	44	1
Occupational Therapy	45	1
Autism Spectrum Disorder	772	5
Traumatic Brain Injury	18	0
Deafblindness	2	0
Total # of K-12 Regional Low Incidence Disabilities	926	9

### Other Services

	ESD	CLSD
Behavior Specialist	258	7
Family Support Liaison	1066	28

## ESD Staff Serving District

### School Psychologist

Sara Kessinger, Dawn Meier, Samantha Hirsch

### Learning Consultant

N/A

### Speech Language Pathologist

Amanda Wallace, Juli Jackson

### Autism

Michelle Neilson

### Deaf/Hard Hearing

Phil Mills

### Occupational Therapist

Leslie Looney

### Physical Therapist

Linda Absalon

### Vision

TBD

### Augmentative Communication

Brandi Lancaster, Jennifer Villaruel

### Traumatic Brain Injury

Brandi Lancaster

### Audiology

Marcella Murillo

### Family Support Liaison

Peyton Connery/Anne Gicalone-Baker

### Behavior Consultant

Angela Poletti

### Home School

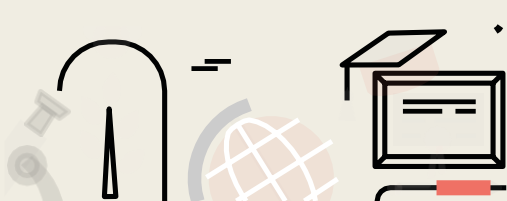
Mandie Wood

### Transition Network Facilitator

Josh Barbour

### Severe Disabilities Consultant

Shelley Marrone



2024-2025



## Corvallis School District Services provided through LBL ESD

### District Executive Summary

- Jim Blount / Michael Thomson, LBLESD Board Directors, CSD Region
- Sami Al-Abdrabbuh / Sarah Finger McDonald, LBLESD Budget Committee, CSD Region
- CSD receives 17.1% of Local Service Plan funding and is the 2nd largest in student enrollment out of the 12 component districts
- Districts are able to transit up to 50% of their available Tier 2 resources. At this time, CSD is transiting \$372,413 which represents 38.9%

### ADMw Over the Years

	ESD	CSD
FY 2017/18	44,872.8	7,942.1
FY 2018/19	45,092.2	7,942.1
FY 2019/20	44,912.5	7,847.5
FY 2020/21	47,337.1	7,482
FY 2021/22	43,864	7,439
FY 2022/23	44,220	7,407
FY 2023/24	41,356.97	7,191

### 2023-24 Quick Stats

84

Number of  
**BIS Tickets**

18

Number of  
**Network Tickets**

687

Number of  
**SIS Tickets**

2000  
mbps

**Total ISP Purchased**

LBLESD serves districts, schools and students by providing equitable, flexible and effective educational services through economy of scale. Our vision is to be a responsive and transparent organization that supports districts by embracing continuous improvement in helping every child succeed.

## Services Data

Note: This data is based on fiscal year 2023-2024

### Tier 1

Special Education — Tier 1 Services by Student	ESD	CSD
Audiology Hearing Screenings	7112	1136
Audiology Evaluations	34	9
Mild/Moderate Special Ed Supports K-12 (PT)	95	0
Mild/Moderate Special Ed Supports K-12 (OT)	716	104
Mild/Moderate Special Ed Supports K-12 (Aug Comm)	255	37
In-Center Special Education Evaluations	233	61
In-District and Assigned Special Education Evaluations	202	3
Severe Disability Supports	170	34
Early Intervention Evaluations	307	62
Early Childhood Special Education Evaluations	489	76

### Special Education — Tier 1 Services by Hours

Interpreter, District Requests	312	61
Interpreter, In-Center Evaluations	80	31
Translation, District Requests	154	12

### Grants

Cascade Regional — Low Incidence, High Needs	ESD	CSD
Vision	43	10
Hearing	76	15
Physical Therapy	44	8
Occupational Therapy	45	8
Autism Spectrum Disorder	772	127
Traumatic Brain Injury	18	2
Deafblindness	2	0
Total # of K-12 Regional Low Incidence Disabilities	926	156

### Other Services

Behavior Specialist	258	0
Family Support Liaison	1066	90

## ESD Staff Serving District

### School Psychologist

Dawn Meier, Samantha Hirsch, Sare Kessinger

### Learning Consultant

N/A

### Speech Language Pathologist

Amanda Wallace, Juli Jackson

### Autism

Michelle Nielson, Amanda Stenberg

### Deaf/Hard Hearing

Clarissa Lane

### Occupational Therapist

Leslie Looney, Kirsten Rademacher, Lisa Baker, Carol Welbrock

### Physical Therapist

N/A

### Vision

Erin Keller, Dan Glowicki, Shandra Harris

### Augmentative Communication

Mary Turner, Margaret Trolard Clouse

### Traumatic Brain Injury

Brandi Lancaster

### Audiology

Marcella Murillo

### Family Support Liaison

Kelly Clement

### Behavior Consultant

N/A

### Home School

Mandie Wood

### Transition Network Facilitator

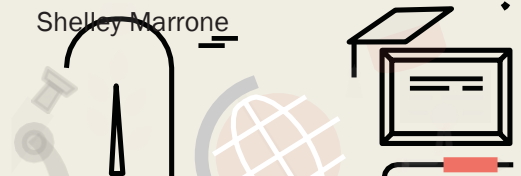
Josh Barbour

### Severe Disabilities Consultant

Shelley Marrone



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2024-2025



# Greater Albany Public Schools

## Services provided through LBLED

### District Executive Summary

- Michael Thomson / Miriam Cummins / Jean Wooten, Amy Vetor LBL ESD Board Directors, GAPS Region
- Sami Al-Abdrabbuh / Ryan Mattingly / Jim Gourley, LBL ESD Budget Committee, GAPS Region
- GAPS receives 24.4% of Local Service Plan funding and is the largest in student enrollment out of the 12 component districts
- Districts are able to transit up to 50% of their available Tier 2 resources. At this time, GAPS is transiting \$0 which represents 0%

### ADMw Over the Years

	ESD	GAPS
FY 2017/18	44,872.8	11,240.5
FY 2018/19	45,092.2	11,167.5
FY 2019/20	44,912.5	11,030.2
FY 2020/21	47,337.1	10,615
FY 2021/22	43,864	10,622
FY 2022/23	44,220	10,596
FY 2023/24	41,356.97	10,518

### 2023-24 Quick Stats

121

Number of  
**BIS Tickets**

189

Number of  
**Network Tickets**

958

Number of  
**SIS Tickets**

3000  
mbps

**Total ISP Purchased**

LBLED serves districts, schools and students by providing equitable, flexible and effective educational services through economy of scale. Our vision is to be a responsive and transparent organization that supports districts by embracing continuous improvement in helping every child succeed.

## Services Data

Note: This data is based on fiscal year 2023-2024

## ESD Staff Serving District

### Tier 1

#### Special Education – Tier 1 Services by Student

	ESD	ASD
Audiology Hearing Screenings	7112	2841
Audiology Evaluations	34	13
Mild/Moderate Special Ed Supports K-12 (PT)	95	28
Mild/Moderate Special Ed Supports K-12 (OT)	716	191
Mild/Moderate Special Ed Supports K-12 (Aug Comm)	255	84
In-Center Special Education Evaluations	233	63
In-District and Assigned Special Education Evaluations	202	10
Severe Disability Supports	170	47
Early Intervention Evaluations	307	92
Early Childhood Special Education Evaluations	489	157

#### Special Education – Tier 1 Services by Hours

	ESD	ASD
Interpreter, District Requests	312	81
Interpreter, In-Center Evaluations	80	23
Translation, District Requests	154	28

### Grants

#### Cascade Regional – Low Incidence, High Needs

	ESD	ASD
Vision	43	6
Hearing	76	20
Physical Therapy	44	14
Occupational Therapy	45	11
Autism Spectrum Disorder	772	220
Traumatic Brain Injury	18	5
Deafblindness	2	0
Total # of K-12 Regional Low Incidence Disabilities	926	261

#### Other Services

	ESD	ASD
Behavior Specialist	258	71
Family Support Liaison	1066	277

#### School Psychologist

Ari Hupp, Kaitlin Davenport, Amanda Sansone

#### Learning Consultant

N/A

#### Speech Language Pathologist

Christine Simpson, Kathryn Blakley, Joseph Lake

#### Autism

Kayla Hunt, Ryan Stanley

#### Deaf/Hard Hearing

Clifton Lyddane, Clarissa Lane

#### Occupational Therapist

Karen Cunningham, Alex Greiner, Nikki MacKinder, Calista Huffman, Nicole Groll, Elena Piaroc

#### Physical Therapist

Linda Absalon, Keith Abrams

#### Vision

Jennifer Orton

#### Augmentative Communication

Jennifer Villaruel, Mary Turner, Margaret Trolard Clouse

#### Traumatic Brain Injury

Brandi Lancaster

#### Audiology

Marcella Murillo

#### Family Support Liaison

Sierra Holaday

#### Behavior Consultant

Sharon Kerrisk

#### Home School

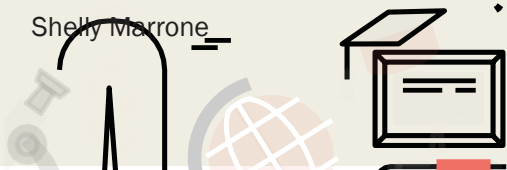
Mandie Wood

#### Transition Network Facilitator

Josh Barbour

#### Severe Disabilities Consultant

Shelly Marrone



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2024-2025



# Harrisburg School District

## Services provided through LBL ESD

### District Executive Summary

- Roger Irvin, LBLESD Board Director, HSD Region
- Sarah Fay, LBLESD Budget Committee, HSD Region
- HSD receives 2.2% of Local Service Plan funding and is the 9th largest in student enrollment out of the 12 component districts
- Districts are able to transit up to 50% of their available Tier 2 resources. At this time, HSD is transiting \$0 which represents 0%

### ADMw Over the Years

	ESD	HSD
FY 2017/18	44,872.8	1,096.3
FY 2018/19	45,092.2	1,044.7
FY 2019/20	44,912.5	1,029.5
FY 2010/21	47,337.1	925
FY 2021/22	43,864	942
FY 2022/23	44,220	972
FY 2023/24	41,356.97	1,014.71

### 2024-25 Quick Stats

82

Number of  
**BIS Tickets**

13

Number of  
**Network Tickets**

231

Number of  
**SIS Tickets**

1000  
mbps

**Total ISP Purchased**

LBLESD serves districts, schools and students by providing equitable, flexible and effective educational services through economy of scale. Our vision is to be a responsive and transparent organization that supports districts by embracing continuous improvement in helping every child succeed.

## Services Data

Note: This data is based on fiscal year 2023-2024

## ESD Staff Serving District

### Tier 1

#### Special Education – Tier 1 Services by Student

	ESD	HSD
Audiology Hearing Screenings	7112	191
Audiology Evaluations	34	0
Mild/Moderate Special Ed Supports K-12 (PT)	95	5
Mild/Moderate Special Ed Supports K-12 (OT)	716	28
Mild/Moderate Special Ed Supports K-12 (Aug Comm)	255	8
In-Center Special Education Evaluations	233	13
In-District and Assigned Special Education Evaluations	202	57
Severe Disability Supports	170	5
Early Intervention Evaluations	307	6
Early Childhood Special Education Evaluations	489	12

#### Special Education – Tier 1 Services by Hours

	ESD	HSD
Interpreter, District Requests	312	4
Interpreter, In-Center Evaluations	80	1
Translation, District Requests	154	6

### Grants

#### Cascade Regional – Low Incidence, High Needs

	ESD	HSD
Vision	43	1
Hearing	76	1
Physical Therapy	44	3
Occupational Therapy	45	3
Autism Spectrum Disorder	772	26
Traumatic Brain Injury	18	1
Deafblindness	2	0
Total # of K-12 Regional Low Incidence Disabilities	926	31

### Other Services

	ESD	HSD
Behavior Specialist	258	24
Family Support Liaison	1066	26

#### School Psychologist

Amanda Sansone

#### Learning Consultant

N/A

#### Speech Language Pathologist

N/A

#### Autism

Michelle Neilson

#### Deaf/Hard Hearing

Phil Mills

#### Occupational Therapist

Leslie Looney

#### Physical Therapist

Linda Absalon

#### Vision

TBD

#### Augmentative Communication

TBD

#### Traumatic Brain Injury

Brandi Lancaster

#### Audiology

Marcella Murillo

#### Family Support Liaison

Peyton Connery/Anne Giacalone-Baker

#### Behavior Consultant

Keely Galon

#### Home School

Mandie Wood

#### Transition Network Facilitator

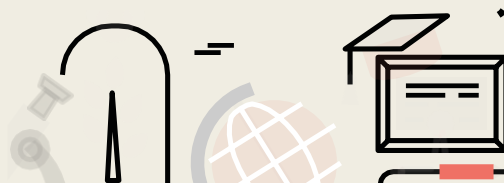
Josh Barbour

#### Severe Disabilities Consultant

Shelley Marrone



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2024-2025



# Lebanon Community Schools

## Services provided through LBL ESD

### District Executive Summary

- Amy Vctor, LBLESD Board Director, LCS Region
- Nichole Piland, LBLESD Budget Committee, LCS Region
- LCS receives 10.6% of Local Service Plan funding and is the 4th largest in student enrollment out of the 12 component districts
- Districts are able to transit up to 50% of their available Tier 2 resources. At this time, LCS is transiting \$0 which represents 0%

### ADMw Over the Years

	ESD	LSD
FY 2017/18	44,872.8	4,939.0
FY 2018/19	45,092.2	4,937.8
FY 2019/20	44,912.5	4,928.5
FY 2020/21	47,337.1	4,420
FY 2021/22	43,864	4,657
FY 2022/23	44,220	4,707
FY 2023/24	41,356.97	4,703

### 2023-24 Quick Stats

45

Number of  
**BIS Tickets**

8

Number of  
**Network Tickets**

458

Number of  
**SIS Tickets**

1000  
mbps

**Total ISP Purchased**

LBLESD serves districts, schools and students by providing equitable, flexible and effective educational services through economy of scale. Our vision is to be a responsive and transparent organization that supports districts by embracing continuous improvement in helping every child succeed.

## Services Data

Note: This data is based on fiscal year 2023-2024

### Tier 1

#### Special Education — Tier 1 Services by Student

	ESD	LCS
Audiology Hearing Screenings	7112	821
Audiology Evaluations	34	5
Mild/Moderate Special Ed Supports K-12 (PT)	95	16
Mild/Moderate Special Ed Supports K-12 (OT)	716	90
Mild/Moderate Special Ed Supports K-12 (Aug Comm)	255	42
In-Center Special Education Evaluations	233	23
In-District and Assigned Special Education Evaluations	202	1
Severe Disability Supports	170	38
Early Intervention Evaluations	307	48
Early Childhood Special Education Evaluations	489	78

#### Special Education — Tier 1 Services by Hours

	ESD	LCS
Interpreter, District Requests	312	19
Interpreter, In-Center Evaluations	80	8
Translation, District Requests	154	26

### Grants

#### Cascade Regional — Low Incidence, High Needs

	ESD	LCS
Vision	43	5
Hearing	76	6
Physical Therapy	44	7
Occupational Therapy	45	7
Autism Spectrum Disorder	772	83
Traumatic Brain Injury	18	1
Deafblindness	2	0
Total # of K-12 Regional Low Incidence Disabilities	926	99

### Other Services

	ESD	LCS
Behavior Specialist	258	0
Family Support Liaison	1066	208

## ESD Staff Serving District

#### School Psychologist

Eric Hafner, Mercedes Soto, Lisa Dawson

#### Learning Consultant

N/A

#### Speech Language Pathologist

Dulce Vannote

#### Autism

Amanda Stenberg

#### Deaf/Hard Hearing

Melinda Gallegos

#### Occupational Therapist

Mary Ellen Tenney, Chelsea Jacot

#### Physical Therapist

Gail Baggett

#### Vision

Shandra Harris

#### Augmentative Communication

Brandi Lancaster, Margaret

Trolard Clouse

#### Traumatic Brain Injury

Brandi Lancaster

#### Audiology

Marcella Murillo

#### Family Support Liaison

Melindy Hoeckle, Keely Huddleston

#### Behavior Consultant

N/A

#### Home School

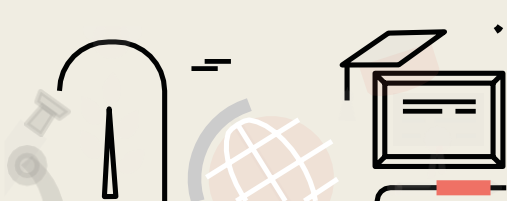
Mandie Wood

#### Transition Network Facilitator

Josh Barbour

#### Severe Disabilities Consultant

Shelley Marrone



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2024-2025



# Lincoln County School District

## Services provided through LBLESD

### District Executive Summary

- David Dunsdon / Roger Irvin, LBLESD Board Directors, LCSD Region
- Sarah Fay, LBLESD Budget Committee, LCSD Region
- LCSD receives 15% of Local Service Plan funding and is the 3rd largest in student enrollment out of the 12 component districts
- Districts are able to transit up to 50% of their available Tier 2 resources. At this time, LCSD is transiting \$281,334 which represents 23.5%

### ADMw Over the Years

	ESD	LCSD
FY 2016/17	44,872.8	6,996.0
FY 2018/19	45,092.2	7,003.4
FY 2019/20	44,912.5	7,030
FY 2020/21	47,337.1	6,449
FY 2021/22	43,864	6,549
FY 2022/23	44,220	6,489
FY 2023/24	41,356.97	6,330

### 2023-24 Quick Stats

80

Number of  
**BIS Tickets**

223

Number of  
**Network Tickets**

5

Number of  
**SIS Tickets**

0  
mbps

**Total ISP Purchased**

LBLESD serves districts, schools and students by providing equitable, flexible and effective educational services through economy of scale. Our vision is to be a responsive and transparent organization that supports districts by embracing continuous improvement in helping every child succeed.

## Services Data

Note: This data is based on fiscal year 2023-2024

### Tier 1

#### Special Education — Tier 1 Services by Student

	ESD	LCSD
Audiology Hearing Screenings	7112	800
Audiology Evaluations	34	1
Mild/Moderate Special Ed Supports K-12 (PT)	95	23
Mild/Moderate Special Ed Supports K-12 (OT)	716	158
Mild/Moderate Special Ed Supports K-12 (Aug Comm)	255	48
In-Center Special Education Evaluations	233	39
In-District and Assigned Special Education Evaluations	202	6
Severe Disability Supports	170	10
Early Intervention Evaluations	307	50
Early Childhood Special Education Evaluations	489	88

#### Special Education — Tier 1 Services by Hours

	ESD	LCSD
Interpreter, District Requests	312	120
Interpreter, In-Center Evaluations	80	12
Translation, District Requests	154	68

### Grants

#### Cascade Regional — Low Incidence, High Needs

	ESD	LCSD
Vision	43	12
Hearing	76	9
Physical Therapy	44	8
Occupational Therapy	45	9
Autism Spectrum Disorder	772	146
Traumatic Brain Injury	18	0
Deafblindness	2	1
Total # of K-12 Regional Low Incidence Disabilities	926	170

### Other Services

	ESD	LCSD
Behavior Specialist	258	0
Family Support Liaison	1066	0

## ESD Staff Serving District

#### School Psychologist

Kari Neubauer, Rachel Ladd

#### Learning Consultant

Aaron Clair

#### Speech Language Pathologist

N/A

#### Autism

Jill Sellers

#### Deaf/Hard Hearing

Philip Mills

#### Occupational Therapist

Alex Greiner, Pamela Schindler, Karen Cunningham, Calista Huffman, Brooke Gentle, Nicole Groll

#### Physical Therapist

Erin Kettler, Keith Abrams, Linda Absalon

#### Vision

Erin Keller, Dan Glowicki

#### Augmentative Communication

Sarah Follett

#### Traumatic Brain Injury

Brandi Lancaster

#### Audiology

Marcella Murillo

#### Family Support Liaison

N/A

#### Behavior Consultant

N/A

#### Home School

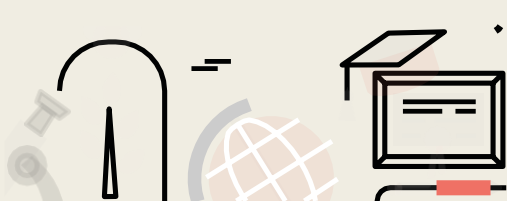
Mandie Wood

#### Transition Network Facilitator

Josh Barbour

#### Severe Disabilities Consultant

Shelley Marrone



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2024-2025



# Monroe School District

## Services provided through LBL ESD

### District Executive Summary

- Roger Irvin, LBL ESD Board Director, MSD Region
- Sarah Fay, LBL ESD Budget Committee, MSD Region
- MSD receives 1.2% of Local Service Plan funding and is the 11th largest in student enrollment out of the 12 component districts
- Districts are able to transit up to 50% of their available Tier 2 resources. At this time, MSD is transiting \$0 which represents 0.0%

### ADMw Over the Years

	ESD	MSD
FY 2017/18	44,872.8	613.9
FY 2018/19	45,092.2	592
FY 2019/20	44,912.5	531.4
FY 2020/21	47,337.1	507
FY 2021/22	43,864	513
FY 2022/23	44,220	539
FY 2023/24	41,356.97	541.23

### 2023-24 Quick Stats

29

Number of  
**BIS Tickets**

215

Number of  
**Network Tickets**

152

Number of  
**SIS Tickets**

500  
mbps

**Total ISP Purchased**

LBL ESD serves districts, schools and students by providing equitable, flexible and effective educational services through economy of scale. Our vision is to be a responsive and transparent organization that supports districts by embracing continuous improvement in helping every child succeed.

## Services Data

Note: This data is based on fiscal year 2023-2024

## ESD Staff Serving District

### Tier 1

#### Special Education — Tier 1 Services by Student

	ESD	MSD
Audiology Hearing Screenings	7112	80
Audiology Evaluations	34	0
Mild/Moderate Special Ed Supports K-12 (PT)	95	1
Mild/Moderate Special Ed Supports K-12 (OT)	716	11
Mild/Moderate Special Ed Supports K-12 (Aug Comm)	255	3
In-Center Special Education Evaluations	233	1
In-District and Assigned Special Education Evaluations	202	10
Severe Disability Supports	170	1
Early Intervention Evaluations	307	1
Early Childhood Special Education Evaluations	489	4

#### Special Education — Tier 1 Services by Hours

	ESD	MSD
Interpreter, District Requests	312	1
Interpreter, In-Center Evaluations	80	0
Translation, District Requests	154	4
Translation, In-Center Evaluations	122.47	7

### Grants

#### Cascade Regional — Low Incidence, High Needs

	ESD	MSD
Vision	43	1
Hearing	76	3
Physical Therapy	44	0
Occupational Therapy	45	2
Autism Spectrum Disorder	772	8
Traumatic Brain Injury	18	0
Deafblindness	2	0
Total # of K-12 Regional Low Incidence Disabilities	926	9

### Other Services

	ESD	MSD
Behavior Specialist	258	12
Family Support Liaison	1066	119

#### School Psychologist

Sare Kessinger

#### Learning Consultant

N/A

#### Speech Language Pathologist/ Speech Language Pathologist Assistant

Joanne Chase

#### Autism

Michelle Neilson

#### Deaf/Hard Hearing

TBD

#### Occupational Therapist

Leslie Looney

#### Physical Therapist

Linda Absalon

#### Vision

Dan Glowicki

#### Augmentative Communication

TBD

#### Traumatic Brain Injury

Brandi Lancaster

#### Audiology

Marcella Murillo

#### Family Support Liaison

Anne Giacalone-Baker

#### Behavior Consultant

Angela Poletti

#### Home School

Mandie Wood

#### Transition Network Facilitator

Josh Barbour

#### Severe Disabilities Consultant

Shelley Marrone



2024-2025



## Philomath School District Services provided through LBL ESD

### District Executive Summary

- Roger Irvin / Jim Blount, LBL ESD Board Director, PSD Region
- Sarah Fay / Sarah Finger McDonald, LBL ESD Budget Committee, PSD Region
- PSD receives 4.2% of Local Service Plan funding and is the 8th largest in student enrollment out of the 12 component districts
- Districts are able to transit up to 50% of their available Tier 2 resources. At this time, PSD is transiting \$0 which represents 0%

### ADMw Over the Years

	ESD	PSD
FY 2017/18	44,872.8	1,931.9
FY 2018/19	45,092.2	1,931.9
FY 2019/20	44,912.5	1,939.8
FY 2020/21	47,337.1	1,787
FY 2021/22	43,864	1,847
FY 2022/23	44,220	1,896
FY 2023/24	41,356.97	1,967

### 2023-24 Quick Stats

49

Number of  
**BIS Tickets**

34

Number of  
**Network Tickets**

667

Number of  
**SIS Tickets**

1000  
mbps

**Total ISP Purchased**

LBL ESD serves districts, schools and students by providing equitable, flexible and effective educational services through economy of scale. Our vision is to be a responsive and transparent organization that supports districts by embracing continuous improvement in helping every child succeed.

## Services Data

Note: This data is based on fiscal year 2023-2024

### Tier 1

Special Education – Tier 1 Services by Student	ESD	PSD
Audiology Hearing Screenings	7112	333
Audiology Evaluations	26	0
Mild/Moderate Special Ed Supports K-12 (PT)	95	7
Mild/Moderate Special Ed Supports K-12 (OT)	716	42
Mild/Moderate Special Ed Supports K-12 (Aug Comm)	255	5
In-Center Special Education Evaluations	233	12
In-District and Assigned Special Education Evaluations	202	0
Severe Disability Supports	170	7
Early Intervention Evaluations	307	10
Early Childhood Special Education Evaluations	489	15

### Special Education – Tier 1 Services by Hours

Interpreter, District Requests	312	0
Interpreter, In-Center Evaluations	80	0
Translation, District Requests	154	3

### Grants

Cascade Regional – Low Incidence, High Needs	ESD	PSD
Vision	43	1
Hearing	76	3
Physical Therapy	44	1
Occupational Therapy	45	1
Autism Spectrum Disorder	772	28
Traumatic Brain Injury	18	3
Deafblindness	2	0
Total # of K-12 Regional Low Incidence Disabilities	926	36

### Other Services

Behavior Specialist	258	52
Family Support Liaison	1066	70

## ESD Staff Serving District

### School Psychologist

Lorie Blackman

### Learning Consultant

Joya Meeker

### Speech Language Pathologist

Lee Ann McAvoy, Shar Fredrickson, Juli Jackson

### Autism

Michelle Neilson

### Deaf/Hard Hearing

Phil Mills

### Occupational Therapist

Kristen Rademacher

### Physical Therapist

Gail Baggett

### Vision

Dan Glowicki

### Augmentative Communication

Sarah Follett

### Traumatic Brain Injury

Brandi Lancaster

### Audiology

Marcella Murillo

### Family Support Liaison

Peggy Ring

### Behavior Consultant

Angela Poletti

### Home School

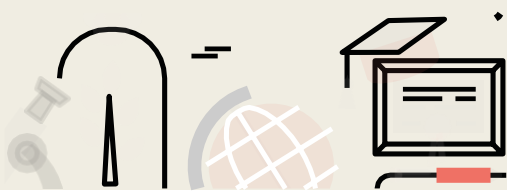
Mandie Wood

### Transition Network Facilitator

Josh Barbour

### Severe Disabilities Consultant

Shelley Marrone



Linn Benton Lincoln Education Service District  
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2024-2025



# Santiam Canyon School District

## Services provided through LBL ESD

### District Executive Summary

- Jean Wooten, LBL ESD Board Director, SCSD Region
- Jim Gourley, LBL ESD Budget Committee, SCSD Region
- SCSD receives 9.8% of Local Service Plan funding and is the 5th largest in student enrollment out of the 12 component districts
- Districts are able to transit up to 50% of their available Tier 2 resources. At this time, SCSD is transiting \$239,968 which represents 31.1%

### ADMw Over the Years

	ESD	SCSD
FY 2017/18	44,872.8	5,260
FY 2018/19	45,092.2	5,458
FY 2019/20	44,912.5	5,458
FY 2020/21	47,337.1	5,607
FY 2021/22	43,864	3,831
FY 2022/23	44,220	3,344
FY 2023/24	41,356.97	3,256

### 2022-23 Quick Stats

26

Number of  
**BIS Tickets**

5

Number of  
**Network Tickets**

202

Number of  
**SIS Tickets**

0  
mbps

**Total ISP Purchased**

LBL ESD serves districts, schools and students by providing equitable, flexible and effective educational services through economy of scale. Our vision is to be a responsive and transparent organization that supports districts by embracing continuous improvement in helping every child succeed.

## Services Data

Note: This data is based on fiscal year 2023-2024

### Tier 1

Special Education — Tier 1 Services by Student	ESD	SCSD
Audiology Hearing Screenings	7112	102
Audiology Evaluations	26	0
Mild/Moderate Special Ed Supports K-12 (PT)	95	5
Mild/Moderate Special Ed Supports K-12 (OT)	716	17
Mild/Moderate Special Ed Supports K-12 (Aug Comm)	253	3
In-Center Special Education Evaluations	233	3
In-District and Assigned Special Education Evaluations	202	25
Severe Disability Supports	170	7
Early Intervention Evaluations	307	3
Early Childhood Special Education Evaluations	489	4

### Special Education — Tier 1 Services by Hours

Interpreter, District Requests	312	0
Interpreter, In-Center Evaluations	80	0
Translation, District Requests	154	0
Translation, In-Center Evaluations	122.47	0

### Grants

Cascade Regional — Low Incidence, High Needs	ESD	SCSD
Vision	43	0
Hearing	76	1
Physical Therapy	44	1
Occupational Therapy	45	1
Autism Spectrum Disorder	772	11
Traumatic Brain Injury	18	1
Deafblindness	2	0
Total # of K-12 Regional Low Incidence Disabilities	926	13

### Other Services

Behavior Specialist	258	0
Family Support Liaison	1066	12

## ESD Staff Serving District

### School Psychologist

Caitlin St. Peter

### Learning Consultant

N/A

### Speech Language Pathologist

Kelly Lauck, Olivia Horning

### Autism

Kayla Hunt

### Deaf/Hard Hearing

Clifton Lyddane

### Occupational Therapist

Mary Ellen Tenney

### Physical Therapist

Jessica Jarrett, Keith Abrams

### Vision

TBD

### Augmentative Communication

TBD

### Traumatic Brain Injury

Brandi Lancaster

### Audiology

Marcella Murillo

### Family Support Liaison

Christina Hoeckle

### Behavior Consultant

N/A

### Home School

Mandie Wood

### Transition Network Facilitator

Josh Barbour

### Severe Disabilities Consultant

Shelley Marrone



Linn Benton Lincoln Education Service District

905 4<sup>th</sup> Avenue SE, Albany, OR 97321 ~ 541.812.2600 ~ [www.lblesd.k12.or.us](http://www.lblesd.k12.or.us)

2024-2025



## Scio School District

### Services provided through LBL ESD

#### District Executive Summary

- Jean Wooten, LBL ESD Board Director, SSD Region
- Jim Gourley, LBL ESD Budget Committee, SSD Region
- SSD receives 5.7% of Local Service Plan funding and is the 7th largest in student enrollment out of the 12 component districts
- Districts are able to transit up to 50% of their available Tier 2 resources. At this time, SSD is transiting \$0 which represents 0%

#### ADMw Over the Years

	ESD	SSD
FY 2017/18	44,872.8	964.1
FY 2018/19	45,092.2	970
FY 2019/20	44,912.5	1,073
FY 2020/21	47,337.1	3,053
FY 2021/22	43,864	2,313
FY 2022/23	44,220	2,025
FY 2023/24	41,356.97	2,050

#### 2023-24 Quick Stats

15

Number of  
**BIS Tickets**

15

Number of  
**Network Tickets**

149

Number of  
**SIS Tickets**

400  
mbps

**Total ISP Purchased**

LBL ESD serves districts, schools and students by providing equitable, flexible and effective educational services through economy of scale. Our vision is to be a responsive and transparent organization that supports districts by embracing continuous improvement in helping every child succeed.

## Services Data

Note: This data is based on fiscal year 2023-2024

## ESD Staff Serving District

### Tier 1

#### Special Education – Tier 1 Services by Student

	ESD	SSD
Audiology Hearing Screenings	7112	157
Audiology Evaluations	26	1
Mild/Moderate Special Ed Supports K-12 (PT)	95	1
Mild/Moderate Special Ed Supports K-12 (OT)	716	10
Mild/Moderate Special Ed Supports K-12 (Aug Comm)	255	3
In-Center Special Education Evaluations	233	2
In-District and Assigned Special Education Evaluations	202	21
Severe Disability Supports	170	5
Early Intervention Evaluations	307	2
Early Childhood Special Education Evaluations	489	8

#### Special Education – Tier 1 Services by Hours

Interpreter, District Requests	312	7
Interpreter, In-Center Evaluations	80	1
Translation, District Requests	154	1

### Grants

#### Cascade Regional – Low Incidence, High Needs

	ESD	SSD
Vision	43	1
Hearing	76	3
Physical Therapy	44	0
Occupational Therapy	45	0
Autism Spectrum Disorder	772	9
Traumatic Brain Injury	18	0
Deafblindness	2	0
Total # of K-12 Regional Low Incidence Disabilities	926	13

### Other Services

Behavior Specialist	258	74
Family Support Liaison	1066	189

#### School Psychologist

N/A

#### Learning Consultant

N/A

#### Speech Language Pathologist

Sarah Anthony, LeeAnn McAvoy (4/25-6/25), Shar Fredrickson (9/24-3/25)

#### Autism

Kayla Hunt

#### Deaf/Hard Hearing

Clifton Lyddane

#### Occupational Therapist

Mary Ellen Tenney

#### Physical Therapist

Jessica Jarrett

#### Vision

Shandra Harris

#### Augmentative Communication

TBD

#### Traumatic Brain Injury

Brandi Lancaster

#### Audiology

Marcella Murillo

#### Family Support Liaison

Christina Hoeckle

#### Behavior Consultant

Erica Hendricks

#### Home School

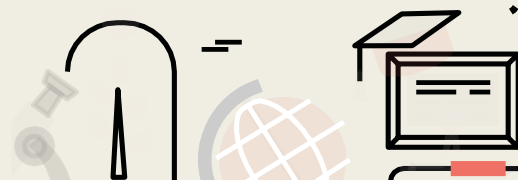
Mandie Wood

#### Transition Network Facilitator

Josh Barbour

#### Severe Disabilities Consultant

Shelley Marrone



2024-2025



## Sweet Home School District Services provided through LBL ESD

### District Executive Summary

- Jean Wooten, LBL ESD Board Director, SHSD Region
- Jim Gourley, LBL ESD Budget Committee, SHSD Region
- SHSD receives 6% of Local Service Plan funding and is the 6th largest in student enrollment out of the 12 component districts
- Districts are able to transit up to 50% of their available Tier 2 resources. At this time, SHSD is transiting \$0 which represents 0%

### ADMw Over the Years

	ESD	SHSD
FY 2017/18	44,872.8	2,726.7
FY 2018/19	45,092.2	2,734.3
FY 2019/20	44,912.5	2,734.3
FY 2020/21	47,337.1	2,512
FY 2021/22	43,864	2,603
FY 2022/23	44,220	2,738
FY 2023/24	41,356.9	2,705

### 2022-23 Quick Stats

17

Number of  
**BIS Tickets**

87

Number of  
**Network Tickets**

344

Number of  
**SIS Tickets**

1000  
mbps

**Total ISP Purchased**

LBL ESD serves districts, schools and students by providing equitable, flexible and effective educational services through economy of scale. Our vision is to be a responsive and transparent organization that supports districts by embracing continuous improvement in helping every child succeed.

## Services Data

Note: This data is based on fiscal year 2024-2025

### Tier 1

Special Education — Tier 1 Services by Student	ESD	SHSD
Audiology Hearing Screenings	7112	506
Audiology Evaluations	26	0
Mild/Moderate Special Ed Supports K-12 (PT)	95	7
Mild/Moderate Special Ed Supports K-12 (OT)	716	44
Mild/Moderate Special Ed Supports K-12 (Aug Comm)	255	18
In-Center Special Education Evaluations	233	9
In-District and Assigned Special Education Evaluations	202	25
Severe Disability Supports	170	15
Early Intervention Evaluations	307	24
Early Childhood Special Education Evaluations	489	30

### Special Education — Tier 1 Services by Hours

Interpreter, District Requests	312	5
Interpreter, In-Center Evaluations	80	1
Translation, District Requests	154	5
Translation, In-Center Evaluations	122.47	0

### Grants

Cascade Regional — Low Incidence, High Needs	ESD	SHSD
Vision	43	5
Hearing	76	5
Physical Therapy	44	1
Occupational Therapy	45	1
Autism Spectrum Disorder	772	44
Traumatic Brain Injury	18	6
Deafblindness	2	0
Total # of K-12 Regional Low Incidence Disabilities	926	62

### Other Services

Behavior Specialist	258	74
Family Support Liaison	1066	189

## ESD Staff Serving District

### School Psychologist

Calvin Klingensmith, Sare Kessinger, April Guerro

### Learning Consultant

N/A

### Speech Language Pathologist

Meghan Hubenya, Monica Bergmann-Perez

### Autism

Kayla Hunt

### Deaf/Hard Hearing

Melinda Gallegos

### Occupational Therapist

Pamela Schindler, Leslie Looney, Elena Pinaroc

### Physical Therapist

Gail Baggett, Jessica Jarrett

### Vision

Jennifer Orton

### Augmentative Communication

Brandi Lancaster

### Traumatic Brain Injury

Brandi Lancaster

### Audiology

Marcella Murillo

### Family Support Liaison

Rich Guzman

### Behavior Consultant

Eric Blickenstaff, Erica Hendricks

### Home School

Mandie Wood

### Transition Network Facilitator

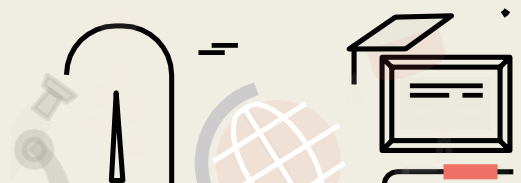
Josh Barbour

### Severe Disabilities Consultant

Shelley Marrone



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# Our 12 Districts



Alesia School District



Central Linn School District



Corvallis School District



Greater Albany Public Schools



Harrisburg School District



Lebanon Community School District



Lincoln County School District



Monroe School District



Philomath School District



Santiam Canyon School District



Scio School District



Sweet Home School District



**LBL**

**LINN BENTON LINCOLN  
EDUCATION SERVICE DISTRICT**  
905 SE 4th Ave. Albany, Oregon  
541-812-2600 [www.lblesd.k12.or.us](http://www.lblesd.k12.or.us)

6. **Old Business**

a. Student Representative

7. **First Reading \*(Shaded words are new/strikethroughs are deleted)**

a. AC - Nondiscrimination and Civil Rights

# OSBA Model Sample Policy

Code: AC  
Adopted:

## Nondiscrimination and Civil Rights

{Required policy. 34 CFR § 106.45 requires grievance procedures for complaints of sex discrimination. OAR 581-021-0655(3) requires policy regarding civil rights coordinators.}

The district does not discriminate on any basis listed below and prohibits discrimination and harassment on any basis protected by law, including but not limited to, an individual’s perceived or actual race<sup>1</sup>, color, religion, sex<sup>2</sup>, sexual orientation, gender identity, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, or veterans’ status, or because of the perceived or actual race, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, or veterans’ status of any other persons with whom the individual associates.

The district prohibits discrimination and harassment in, but not limited to, employment, assignment and promotion of personnel; educational opportunities and services offered students; student assignment to schools and classes; student discipline; location and use of facilities; educational offerings and materials; and accommodating the public at public meetings.

The Board encourages staff to improve human relations within the schools, to respect all individuals and to establish channels through which patrons can communicate their concerns to the administration and the Board.

[The Board designates the [insert position title(s)] as the district’s civil rights coordinator.] [The Board directs the superintendent to designate the district’s civil rights coordinator and make contact information available to staff, students and parents. {<sup>3</sup>}]

The superintendent shall appoint individuals at the district to contact on issues concerning the Americans with Disabilities Act and Americans with Disabilities Act Amendments Act (ADA), Section 504 of the Rehabilitation Act, Titles VI and VII of the Civil Rights Act, Title IX of the Education Amendments, and other civil rights or discrimination issues, and notify students, parents, and staff with their names, office addresses, and phone numbers. The district will publish complaint procedures providing for prompt and equitable resolution of complaints from students, employees and the public, and such procedures will be available at the district’s administrative office and available on the home page of the district’s website.

The district prohibits retaliation and discrimination against an individual who has opposed any discrimination act or practice; because that person has filed a charge, testified, assisted or participated in an investigation, proceeding or hearing; and further prohibits anyone from coercing, intimidating,

<sup>1</sup> Includes discriminatory use of a Native American mascot pursuant to OAR 581-021-0047. “Race” also includes physical characteristics that are historically associated with race, including but not limited to natural hair, hair texture, hair type and protective hairstyles as defined by ORS 659A.001 (as amended by House Bill 2935 (2021)).

<sup>2</sup> 34 CFR § 106.10 provides “discrimination on the basis of sex includes discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.”

<sup>3</sup> {For additional information regarding civil rights coordinators and their responsibilities, see ORS 332.505(2).}

threatening or interfering with an individual for exercising any rights guaranteed under state and federal law.

Any complaint alleging discrimination may be made to any civil rights coordinator and will be processed in accordance with administrative regulation AC-AR(1) - Discrimination or Civil Rights Complaint Procedure. Depending on the nature of the complaint, additional requirements may apply.

The district will document and track:

1. All reports of discrimination received by the district and all responses to those reports issued by the district, including any investigations completed and remedies provided; and
2. The training completed by each civil rights coordinator.

### **Civil Rights Coordinator**

The **Vice Principal/Athletic Director** is the district's civil rights coordinator.

The civil rights coordinator(s) will:

1. Be knowledgeable of the requirements in OARs 581-021-0038, 581-021-0045, 581-021-0046, and 581-021-0660;
2. Have the independence and authority necessary to carry out the provisions of OAR 581-021-0660;
3. Monitor, coordinate, and oversee district compliance with state and federal laws prohibiting discrimination in education, including ensuring the availability of, and providing to students and staff:
  - a. The notice of nondiscrimination<sup>4</sup> required by OAR 581-021-0045; and
  - b. The district written complaint process for making reports of discrimination.
4. Oversee and ensure the resolution of district investigations of complaints alleging and substantiating discrimination, including the provision of remedies designed to restore or preserve equal access to an education program or activity;
5. Provide guidance to district staff on civil rights issues in the district;
6. Respond to questions and concerns about civil rights in the district;
7. Coordinate efforts to prevent civil rights violations from occurring in the district; and

---

<sup>4</sup> The notice of nondiscrimination will include the name or title, work address, email address, and phone number of each civil rights coordinator.

8. <sup>{5}</sup> ~~[Satisfy the training requirements in OAR 581-021-0660 (2)-(3)]~~ [Satisfy the following training requirements:

a. Upon initial designation, a civil rights coordinator must receive the following training in accordance with a schedule established by the Oregon Department of Education (ODE):

- (1) The meaning of discrimination under state and federal nondiscrimination law, including ORS 659.850, Title VI of the Civil Rights Act of 1964 Title IX of Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990;
- (2) The duties of districts under state and federal nondiscrimination law, including ORS 342.700 to 342.708, ORS 659.850 and 659.855, Title VI of the Civil Rights Act of 1964, Title IX of Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the American’s with Disabilities Act of 1990, those statutes’ implementing rules and regulations, and determinations made by the Oregon Department of Education and the United States Department of Education’s Office for Civil Rights;
- (3) The coordinators required by Title IX of Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and those coordinators’ duties;
- (4) Identifying discrimination and reports of discrimination;
- (5) Responding to reports of discrimination;
- (6) Conducting civil rights investigations, including identifying conflicts of interest, and using strategies to mitigate conflicts of interest;
- (7) Preventing discrimination in public school programs and activities;
- (8) Identifying retaliation taken in response to reports of discrimination, responding to reports of such retaliation, and preventing such retaliation in public school programs and activities;
- (9) Tracking and documenting reports of discrimination.

b. In years subsequent to being designated a civil rights coordinator, a civil rights coordinator must annually receive the following training in accordance with a schedule established by ODE:

- (1) The meaning of discrimination under state and federal nondiscrimination law, including ORS 659.850, Title VI of the Civil Rights Act of 1964 Title IX of Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990;
- (2) The duties of districts under state and federal nondiscrimination law, including ORS 342.700 to 342.708, ORS 659.850 and 659.855, Title VI of the Civil Rights Act of 1964, Title IX of Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the American’s with Disabilities Act of 1990, those statutes’ implementing rules and regulations, and determinations made by the Oregon Department of Education and the United States Department of Education’s Office for Civil Rights;

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<sup>5</sup> {OAR 581-021-0655(3)(a) requires the district adopt a policy including the requirements in OAR 581-021-0660, including the training requirements referenced and listed here. The district can meet this requirement by choosing either of the two bracketed options.}

- (3) The coordinators required by Title IX of Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and those coordinators' duties;
- (4) Reporting discrimination, and responding to reports of discrimination, including through complaint processes and investigations.<sup>6</sup>

END OF POLICY

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**Legal Reference(s):**

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<sup>6</sup> Training must first be completed by June 30, 2025.

[ORS 174.100](#)  
[ORS 192.630](#)  
[ORS 326.051\(1\)\(e\)](#)  
[ORS 332.505](#)  
[ORS 408.230](#)  
[ORS 659.805](#)  
[ORS 659.815](#)  
[ORS 659.850 - 659.860](#)  
[ORS 659.865](#)  
[ORS 659A.001](#)  
[ORS 659A.003](#)

[ORS 659A.006](#)  
[ORS 659A.009](#)  
[ORS 659A.029](#)  
[ORS 659A.030](#)  
[ORS 659A.040](#)  
[ORS 659A.103 - 659A.145](#)  
[ORS 659A.230 - 659A.233](#)  
[ORS 659A.236](#)  
[ORS 659A.309](#)  
[ORS 659A.321](#)  
[ORS 659A.409](#)

OAR 581-002-0001 – 002-0005  
[OAR 581-021-0045](#)  
[OAR 581-021-0046](#)  
[OAR 581-021-0047](#)  
[OAR 581-021-0650 - 0665](#)  
[OAR 581-022-2310](#)  
[OAR 581-022-2370](#)  
[OAR 581-075-0001 - 075-0005](#)  
[OAR 581-075-0901](#)  
[OAR 839-003](#)

Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (2018).

Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621-633 (2018); 29 C.F.R Part 1626 (2019).

Americans with Disabilities Act of 1990/[Americans with Disabilities Act Amendments Act](#), 42 U.S.C. §§ 12101-12112 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).

Equal Pay Act of 1963, 29 U.S.C. § 206(d) (2018).

Rehabilitation Act of 1973, 29 U.S.C. §§ 791, 793-794 (2018); 34 C.F.R. Part 104 (2019).

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683, 1701, 1703-1705, 1720 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020[2024](#)).

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018); 28 C.F.R. §§ 42.101-42.106 (2019).

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018); 29 C.F.R. § 1601 (2019).

Wygant v. Jackson Bd. of Educ., 476 U.S. 267 (1989).

Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212 (2018).

Genetic Information Nondiscrimination Act of 2008, 42 U.S.C. § 2000ff-1 (2018); 29 C.F.R. Part 1635 (2019).

b. GBN/JBA - Sexual Harassment

# OSBA Model Sample Policy

Code: GBN/JBA

Adopted:

## Sexual Harassment

{Required policy. The requirement for this policy comes from ORS 342.700 and OAR 581-021-0038. Review Board policy AC - Nondiscrimination and Civil Rights for consideration of Title IX and sex-based discrimination.}

<sup>1</sup>The district is committed to eliminating sexual harassment. Sexual harassment will not be tolerated in the district. All students, staff members and other persons are entitled to learn and work in an environment that is free of harassment. All staff members, students and third parties are subject to this policy. Any person may report sexual harassment.

The district processes complaints<sup>{2}</sup> or reports of sexual harassment under Oregon Revised Statute (ORS) 342.700 et. al. and federal Title IX laws found in Title 34 C.F.R. Part 106. Individual complaints may require both of these procedures, and may involve additional complaint procedures.

### General Procedures

When information, a report or complaint regarding sexual harassment is received by the district, the district will review such information, report or complaint to determine which law applies and will follow the appropriate procedures. When the alleged conduct could meet both of the definitions in ORS Chapter 342 and Title IX, both complaint procedures should be processed simultaneously (*see* GBN/JBA-AR(1) - Sexual Harassment Complaint Procedure and GBN/JBA-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure). The district may also need to use other complaint procedures when the alleged conduct could meet the definitions for other complaint procedures

The district processes complaints or reports of sexual harassment using administrative regulation AC-AR(1) - Discrimination or Civil Rights Complaint Procedure. Additional requirements for processing complaints are included in this policy.<sup>3</sup>

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

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<sup>1</sup> Sexual harassment is generally considered a type of sex-based discrimination. Consequently, additional laws and complaint procedures may apply.

<sup>2</sup> {Some districts choose not to use the terms “complaint” and “complainant” because they feel the stigma associated with the terms discourage victims from reporting conduct. The terms used in this policy are consistent with those included in the law. If the district chooses to change these terms, new terms must be consistent and clear. Note, “complainant” is defined under federal law.}

<sup>3</sup> Other complaint policies and administrative regulations that may apply include, but are not limited to: AC – Nondiscrimination and Civil Rights; ACB – Every Student Belongs; GBEA – Workplace Harassment, GBNA – Hazing, Harassment, Intimidation, Menacing, or Cyberbullying – Staff; GBNA/JHFF – Suspected Sexual Conduct with Students and Reporting Requirements; GBNA/JHFE – Suspected Abuse of a Child Reporting Requirements; and JFCF – [Hazing,] Harassment, Intimidation, Bullying, [Menacing,] Cyberbullying, Teen Dating Violence or Domestic Violence - Students.

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

Additional information regarding filing of a complaint or report may be obtained through the principal, Title IX Coordinator, civil rights coordinator, or superintendent.

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

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

## **OREGON DEFINITION AND PROCEDURES**

### **Oregon Definition**

{<sup>4</sup>} Sexual harassment of students, staff members or third parties<sup>5</sup> shall include:

1. A demand or request for sexual favors in exchange for benefits;
2. Unwelcome conduct of a sexual nature that is physical, verbal, or nonverbal and that:
  - a. Interferes with a student's educational activity or program;
  - b. Interferes with a school or district staff member's ability to perform their job; or
  - c. Creates an intimidating, offensive, or hostile environment.
3. Assault when sexual contact occurs without consent<sup>6</sup>.

Sexual harassment does not include conduct that is necessary because of a job duty of a school or district staff member or because of a service required to be provided by a contractor, agent, or volunteer, if the

---

<sup>4</sup> {The statutory definition (ORS 342.704) for sexual harassment includes separate definitions with slightly different language for students, staff members and third parties. The language used in this policy comes from OAR 581-021-0038(1). If the district would like to include the full statutory definition, it can do so.}

<sup>5</sup> "Third party" means a person who is not a student or a school or district staff member and who is: 1) on or immediately adjacent to school grounds or district property; 2) at a school-sponsored activity or program; or 3) off school grounds or district property if a student or a school or district staff member acts toward the person in a manner that creates a hostile environment for the person while on school or district property, or at a school- or district-sponsored activity.

<sup>6</sup> "Without consent" means an act performed: (a) without the knowing, voluntary and clear agreement by all parties to participate in the specific act; or (b) when a person who is a party to the act is incapacitated by drugs or alcohol; unconscious; or pressured through physical force, coercion or explicit or implied threats to participate in the act.

conduct is not the product of sexual intent or a person finding another person, or another person's actions, offensive because of that other person's sexual orientation or gender identity.

Examples of sexual harassment may include, but not be limited to, <sup>{7}</sup>physical touching or graffiti of a sexual nature; displaying or distributing of sexually explicit drawings; pictures and written materials; sexual gestures or obscene jokes; touching oneself sexually or talking about one's sexual behaviors in front of others; or spreading rumors about or rating other students or others as to appearance, sexual activity or performance].

## Oregon Procedures

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

<sup>{8}</sup>[Name], [position] at [phone] or [email]

[This individual is] responsible for accepting and managing complaints of sexual harassment. Persons wishing to make a report should contact them using use the above contact information. The person[s] designated will coordinate the report with the procedures in administrative regulation AC-AR(1) – Discrimination or Civil Rights Complaint Procedure. <sup>{9}</sup>This person is also designated as the Title IX coordinator.] See GBN/JBA-AR(1) - Sexual Harassment Complaint Procedure.

## Response

Any staff member who becomes aware of behavior that may violate this policy shall [immediately] report to a district official. The district official (with coordination involving the reporting staff member when appropriate) will take any action necessary to ensure the:

1. Student is protected and to promote a nonhostile learning environment;
2. Staff member is protected and to promote a nonhostile work environment; or
3. Third party who is subjected to the behavior is protected and to promote a nonhostile environment.

This includes providing resources for support measures to the student, staff member or third party who was subjected to the behavior and taking any actions necessary to remove potential future impact on the student, staff member or third party, but are not retaliatory against the student, staff member or third party being harassed or the person who reported to the district official.

Any student or staff member who feels they are a victim of sexual harassment are encouraged to [immediately] report their concerns to district officials, this includes officials such as the principal,

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<sup>7</sup> {OAR 581-021-0038 requires that the policy include a “examples of harassing behaviors covered by policy”. The bracketed list in this policy reflects OSBA’s recommendations. The district has discretion in what is included in this list. If listing behaviors not reflected in OSBA recommendations, please have the list reviewed by the district’s legal counsel.}

<sup>8</sup> {The district must designate person(s) to receive reports or complaints regarding sexual harassment. More than one staff member may be designated to receive reports or complaints of sexual harassment.}

<sup>9</sup> {This must be communicated elsewhere, but it is a good reason to specify it here as well.}

compliance officer or superintendent. Students may also report concerns to a teacher, counselor, or school nurse, who will promptly notify the appropriate district official.

## Investigation

All reports and complaints about behavior that may violate this policy shall be investigated. The district may use, but is not limited to, the following means for investigating incidents of possible harassment:

1. [Interviews with those involved;
2. Interviews with witnesses;
3. Review of video surveillance;
4. Review of written communications, including electronic communications;
5. Review of any physical evidence; and
6. Use of third-party investigator.]

The district will use [a reasonable person] standard when determining whether a hostile environment exists. [{}<sup>10</sup>A hostile environment exists if a reasonable person with similar characteristics and under similar circumstances would consider the conduct to be so severe as to create a hostile environment.]

The district may take, but is not limited to, the following procedures and remedial action to address and stop sexual harassment and prevent reoccurrence:

1. [Discipline of staff and students engaging in sexual harassment;
2. Removal of third parties engaged in sexual harassment;
3. Additional supervision in activities;
4. Additional controls for district electronic systems;
5. Trainings and education for staff and students; and
6. Increased notifications regarding district procedures and resources.]

When a student or staff member is harassed by a third party, the district will consider the following:

1. [Removing that third party's ability to contract or volunteer with the district, or be present on district property;

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<sup>10</sup> {OSBA strongly recommends that the Board receive input from district administration prior to adopting a standard here. Of note, Title IX's definition of sexual harassment includes "unwelcome conduct determined *by a reasonable person* to be..." 34 CFR 106.30(a), emphasis added. It is important to consider the different definitions under Oregon law and Title IX when determining which standards will apply for the Oregon process.}

2. If the third party works for an entity that contracts with the district, communicating with the third party's employer;
3. If the third party is a student of another district or school, communicate information related to the incident to the other district or school;
4. Limiting attendance at district events; and
5. Providing for additional supervision, including law enforcement, if necessary, at district events.]

### **No Retaliation**

Retaliation against persons who initiate complaint or otherwise report sexual harassment or who participate in an investigation or other related activities is prohibited. The initiation of a complaint, reporting of behavior, or participation in an investigation, in good faith about behavior that may violate this policy may not adversely affect the:

1. Educational assignments or educational environment of a student or other person initiating the complaint, reporting the behavior, or participating in the investigation; or
2. Any terms or conditions of employment or of work or educational environment of a school or district staff member or other person initiating the complaint, reporting the behavior, or participating in the investigation.

Students who initiate a complaint or otherwise report harassment covered by the policy or who participate in an investigation may not be disciplined for violations of the district's drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered because of the report or investigation, unless the student gave another person alcohol or drugs without the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct.

### **Notice**

When a person<sup>11</sup> who may have been affected by this policy files a complaint or otherwise reports behavior that may violate the policy, the district shall provide written notification to the following:

1. Each reporting person;
2. If appropriate, any impacted person who is not a reporting person;
3. Each reported person; and
4. Where applicable, a parent or legal guardian of a reporting person, impacted person, or reported person.

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<sup>11</sup> Student, staff member, or third party, or if applicable, the student or third party's parent. If the person is a minor, the district should consider when to contact the person's parent.

The written notification must include<sup>12</sup>:

1. Name and contact information for all person designated by the district to receive complaints;
2. The rights of the person that the notification is going to;
3. Information about the internal complaint processes available through the school or district that the [student, student’s parents, staff member, person or person’s parent] [person] who filed the complaint may pursue, including the person designated for the school or district for receiving complaints and any timelines;
4. Notice that civil and criminal remedies that are not provided by the school or district may be available to the person through the legal system and that those remedies may be subject to statutes of limitation;
5. Information about services available to the student or staff member through the school or district, including any counseling services, nursing services or peer advising;
6. Information about the privacy rights of the person and legally recognized exceptions to those rights for internal complaint processes and services available through the school or district;
7. Information about, and contact information for, services and resources that are available to the person, including but not limited to:
  - a. For the reporting person, state and community-based resources for persons who have experienced sexual harassment; or
  - b. For the reported persons, information about and contact information for state and community-based mental health services.
8. Notice that students who report about possible prohibited conduct and students who participate in an investigation under this policy may not be disciplined for violations of the district’s drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered as a result of a prohibited conduct report or investigation unless the student gave another person alcohol or drugs without the person’s knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct; and
9. Prohibition of retaliation.

Notification, to the extent allowable under state and federal student confidentiality laws, must be provided when the investigation is initiated and concluded. The notification at the conclusion must include whether a violation of the policy was found to have occurred.

The notice must:

1. Be written in plain language that is easy to understand;
2. Use print that is of a color, size and font that allows the notification to be easily read; and

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<sup>12</sup> Remember confidentiality laws when providing any information.

3. Be made available to students, students' parents, staff members and member of the public at each office, at the district office and on the website of the school or district.

### **[Oregon Department of Education (ODE) Support**

The ODE will provide technical assistance and training upon request.]

## **FEDERAL DEFINITION AND PROCEDURES**

### **Federal Definition**

Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity<sup>13</sup>;
3. "Sexual assault": an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;
4. "Dating violence": violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship and the frequency of interaction between the persons involved in the relationship;
5. "Domestic violence": felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction; or
6. "Stalking": engaging in a course of conduct directed at a specific person that would cause a reasonable person fear for the person's own safety or the safety of others, or suffer substantial emotional distress.

This definition only applies to sex discrimination occurring against a person who is a subject of this policy in the United States. A district's treatment of a complainant or a respondent in response to a formal complaint of sexual harassment may constitute discrimination on the basis of sex under Title IX.

### **Federal Procedures**

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<sup>13</sup> "Education program or activity" includes locations, events, or circumstances over which the recipient exercised substantial control over both the respondent and the context in which the sexual harassment occurs." (Title 34 C.F.R. § 106.44(a))

The district will adopt and publish grievance procedures that provide for the prompt and equitable resolution of the student and employee complaints alleging any action that would be prohibited by this policy. *See* GBN/JBA-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure.

## Reporting

Any person may report sexual harassment. This report may be made in person, by mail, by telephone, or by electronic mail, or by any other means that results in the Title IX coordinator receiving the person's verbal or written report. The report can be made at any time.

[Person or position] is designated as the Title IX coordinator [and can be contacted at [insert phone number]]. The Title IX coordinator will coordinate the district's efforts to comply with its responsibilities related to this policy. The district prominently will display the contact information for the Title IX coordinator on the district website and in each handbook.<sup>{14}</sup>

## Response

The district will promptly respond to information, allegations or reports of sexual harassment when there is actual knowledge of such harassment, even if a formal complaint has not been filed.<sup>15</sup> The district shall treat complainants and respondents equitably by providing supportive measures<sup>16</sup> to the complainant and by following a grievance procedure<sup>17</sup> prior to imposing any disciplinary sanctions or other actions that are not supportive measures against a respondent. The Title IX coordinator is responsible for coordinating the effective implementation of supportive measures.

The Title IX coordinator must promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes, with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.<sup>18</sup>

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<sup>14</sup> {Note the difference in requirements for Title IX and Oregon law. It makes sense to align these requirements.}

<sup>15</sup> (Title 34 C.F.R. § 106.44(a)) Response cannot be deliberately indifferent. A recipient is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

<sup>16</sup> (Title 34 C.F.R. § 106.44(a)) Supportive measures means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment. The district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide supportive measures. (Title 34 C.F.R. § 99.30(a))

<sup>17</sup> This grievance procedure must meet the requirements of Title 34 C.F.R. § 106.45 (included in accompanying administrative regulation, *see* GBN/JBA-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure).

<sup>18</sup> The Title IX coordinator may also discuss that the Title IX coordinator has the ability to file a formal complaint.

If after an individualized safety and risk analysis, it is determined that there is an immediate threat to the physical health or safety of any person, an emergency removal of the respondent can take place.<sup>19</sup> The district must provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. A non-student employee may also be placed on non-disciplinary administrative leave pending the grievance process.

## Notice

The district shall provide notice to all applicants for admission and employment, students, parents or legal guardians, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the following:

1. The name or title, office address, electronic mail address, and telephone number of the Title IX coordinator(s);
2. That the district does not discriminate on the basis of sex in the education program or activity that it operates, as required by Title IX. This includes admissions and employment; and
3. The grievance procedure and process, how to file a formal complaint of sex discrimination or sexual harassment, and how the district will respond.

[Inquiries about the application to Title IX and its requirements may be referred to the Title IX coordinator or the Assistant Secretary<sup>20</sup>, or both.]

## No Retaliation

Neither the district or any person may retaliate<sup>21</sup> against an individual for reporting, testifying, providing evidence, being a complainant, otherwise participating or refusing to participate in any investigation or process in accordance with this procedure. The district must keep confidential the identity of parties and participating persons, except as disclosure is allowed under Family Educational Rights and Privacy Act (FERPA), as required by law, or to carry out the proceedings herein. Complaints of retaliation may be filed using these procedures.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding does not constitute retaliation.

## Publication

This policy shall be made available to students, parents of students and staff members. This policy [and contact information for the Title IX coordinator] shall be prominently published in the [school] [district] student handbook and on the [school] [district] website. This policy shall also be made available at each school office and at the district office. The district shall post this policy on a sign in all grade 6 through 12

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<sup>19</sup> The district may still have obligations under Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 or the American with Disabilities Act (ADA). (Title 34 C.F.R. § 106.44(c))

<sup>20</sup> Of the United States Department of Education.

<sup>21</sup> Retaliation includes, but is not limited to, intimidation, threats, coercion, and discrimination.

schools, on a sign that is at least 8.5 inches by 11 inches in size. A copy of the policy will be made available to any [student, parent of a student, school or district staff member, or third party] [person] upon request.

END OF POLICY

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**Legal Reference(s):**

[ORS 243.706](#)

[ORS 332.107](#)

[ORS 342.700](#)

[ORS 342.704](#)

[ORS 342.708](#)

[ORS 342.850](#)

[ORS 342.865](#)

[ORS 659.850](#)

[ORS 659A.006](#)

[ORS 659A.029](#)

[ORS 659A.030](#)

[OAR 581-021-0038](#)

[OAR 584-020-0040](#)

[OAR 584-020-0041](#)

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018).

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018).

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020~~2024~~).

Bartsch v. Elkton School District, FDA-13-011 (March 27, 2014).

c. GBN/JBA-AR (Delete) - Sexual Harassment Complaint Procedure

# OSBA Model Sample Administrative Regulation

Code: GBN/JBA-AR(1)  
Revised/Reviewed:

## Sexual Harassment Complaint Procedure

*(This AR is recommended for deletion.)*

{<sup>1</sup>} Reports and complaints of sexual harassment should be made to the following individual(s):

Name	Position	Phone	Email
_____	_____	_____	_____
_____	_____	_____	_____

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

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

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

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

**Step 3** If a complainant is not satisfied with the decision at Step 2, the complainant may submit a written appeal to the Board. Such appeal must be filed within [10] working days after receipt

<sup>1</sup>{ Align with same positions identified in policy.}

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

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

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

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

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

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

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

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<sup>2</sup> [If the Board chooses to accept the superintendent's decision as the district's final decision on the complaint, the superintendent's written decision must meet the requirements of OAR 581-022-2370(4)(b).]

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

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

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

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

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E  
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E

D

[Name of District]  
[Address] | [Phone]

SEXUAL HARASSMENT COMPLAINT FORM

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

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

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

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

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

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

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

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

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

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

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

D

[Name of District]  
[Address] | [Phone]

WITNESS DISCLOSURE FORM

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

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

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

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

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

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

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

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

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

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

E

d. GBN/JBA AR (Delete) - Federal Law Title IX Sexual Harassment Complaint Procedure

# OSBA Model Sample Administrative Regulation

Code: GBN/JBA-AR(2)  
Adopted:

## Federal Law (Title IX) Sexual Harassment Complaint Procedure

*(This AR is recommended for deletion.)*

### Additional Definitions

“Actual knowledge” means notice of sexual harassment or allegations of sexual harassment to the district’s Title IX Coordinator or any official of the district who has authority to institute corrective measures on behalf of the district, or to any employee of an elementary or secondary school.<sup>1</sup>

“Complainant” means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

“Formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent<sup>2</sup> and requesting that the district investigate the allegation of sexual harassment.<sup>3</sup>

“Supportive measures” means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient’s education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district’s educational environment, or deter sexual harassment.<sup>4</sup> The district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide supportive measures.

### Formal Complaint Procedures

Upon receipt of a formal complaint, the district will provide the parties<sup>5</sup> written notice of the following:

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<sup>1</sup> This standard is not met when the only official with knowledge is the respondent.

<sup>2</sup> “Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

<sup>3</sup> A complainant must be participating in or attempting to participate in the education program or activity of the district with which the formal complaint is filed.

<sup>4</sup> Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

<sup>5</sup> Parties include the complainant and the respondent, if known.

1. Notice of the district's grievance process, including any informal resolution process.
2. Notice of the allegations of sexual harassment potentially constituting sexual harassment, including sufficient details<sup>6</sup> known at the time and with sufficient time to prepare a response before any initial interview.
3. That the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility be made at the conclusion of the grievance process.
4. That the parties may have an advisor of their choice, who may be, but is not required to be, an attorney.
5. The parties may inspect and review evidence.
6. A reference to any provision in the district's code of conduct<sup>{7}</sup> that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

The Title IX Coordinator will contact the complainant and the respondent to discuss supportive measures. If necessary, the Title IX Coordinator will arrange for an individualized safety and risk analysis. If necessary, a student or non-student employee may be removed or placed on leave.

### **Investigation**

The Title IX Coordinator will coordinate the district's investigation. The investigation must:

1. Include objective evaluation of all relevant evidence, including inculpatory and exculpatory evidence.
2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties.<sup>8</sup>
3. Provide an equal opportunity for the parties to present witnesses, and other inculpatory and exculpatory evidence.
4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.
5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the

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<sup>6</sup> Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known.

<sup>7</sup> { The district is encouraged to review Board policy JFC and codes of conduct found in handbooks for applicable language. }

<sup>8</sup> The district cannot access, consider, disclose, or otherwise use a party's records that are made of maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's capacity, and which are maintained in connection with the provision of treatment to the party, unless the district obtains the party's (or eligible student's parent's) voluntary, written consent to do so.

advisor of their choice.<sup>9</sup> The district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties.

6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate.
7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint.<sup>10</sup> Prior to completion of the investigative report, the district must send to each party and party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 days to submit a written response, which the investigator will consider prior to completion of the investigative report;
8. Create an investigative report that fairly summarizes relevant evidence and is sent to each party and party's advisor in electronic format or hard copy at least 10 days prior to any hearing (if required or provided) or other time of determination of responsibility. The party and advisor will be allowed to review and provide a written response.

After the district has sent the investigative report to the parties and before reaching a determination regarding responsibility, the decision maker(s) must afford each party the opportunity to submit written, relevant questions<sup>11</sup> that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.

Credibility determinations are not based on the person's status as a complainant, respondent or witness.

No person designated as a Title IX Coordinator, investigator, decision-maker, or any person designated by the district to facilitate an informal resolution process may have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

If, in the course of an investigation, the district decides to investigate allegations about the complainant or respondent that are not included in the notice previously provided, the district must provide notice of the additional allegations to the parties whose identities are known.

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<sup>9</sup> In addition to an advisor, complainants and respondents may also be entitled to other accompaniment as required by law or as necessary for conducting of grievance procedures, including but not limited to translators, services for students with disabilities and parents of minor students.

<sup>10</sup> This includes the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to the investigation. The district must make all such evidence subject to the parties' inspection and review available at any hearing to give each party equal opportunity to refer to such evidence during the hearing, including for purposes of cross-examination.

<sup>11</sup> Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the question and evidence concern specific incidents of the complainants prior sexual behavior with respect to the respondent and are offered to prove consent.

At no point in the process will the district, or anyone participating on behalf of the district, require, allow, rely upon, or otherwise use questions or evidence that constitutes, or seeks disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

## Determination of Responsibility

The respondent must be deemed to be not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

The standard to be used for formal complaints in determining whether a violation has occurred is the [preponderance of the evidence<sup>12</sup>] [clear and convincing evidence<sup>13</sup>] standard.

The person deciding the question of responsibility (the “decision-maker”) must be someone other than the Title IX Coordinator or the investigator(s). The decision-maker must issue a written determination which must include:

1. Identification of the allegations potentially constituting sexual harassment;
9. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather evidence, and hearings held;
10. Findings of fact supporting the determination;
11. Conclusions regarding the application of the district’s code of conduct to the facts;
12. A statement of, and rationale for, the result as to each allegation, including:
  - a. A determination regarding responsibility;
  - b. Any disciplinary sanctions the district imposes on the respondent; and
  - c. Whether remedies designed to restore or preserve equal access to the district’s education program or activity will be provided by the district to the complainant; and
13. The district’s procedures and permissible bases for the complainant and respondent to appeal.

The district must provide the written determination to the parties simultaneously.

The determination regarding responsibility becomes final either on the date that the recipient provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

## Remedies

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<sup>12</sup> A preponderance of the evidence standard is understood to mean concluding that a fact is more likely than not to be true. U.S. Department of Education, Title IX Regulations commentary, p. 1268, FN 1409.

<sup>13</sup> A clear and convincing evidence standard of evidence is understood to mean concluding that a fact is highly probable to be true. U.S. Department of Education, Title IX Regulations commentary, p. 1268, FN 1409.

The Title IX Coordinator is responsible for effective implementation of any remedies.

The disciplinary sanctions<sup>14</sup> may include:

1. [Discipline up to and including suspension and expulsion;
2. Removal from various activities, committees, extra-curricular, positions, etc.
3. Disqualification for awards and honors;
4. Discipline up to and including termination, in accordance with laws, agreements, contracts, handbooks, etc.]<sup>15</sup>

Other remedies may include:

1. [Educational programming][;][.]

### **Dismissal of a Formal Complaint**

The district must dismiss a formal complaint with regard to Title IX sexual harassment if the alleged conduct:

1. Would not constitute sexual harassment, even if proved;
2. Did not occur in the district's education program or activity<sup>16</sup>; or
3. Did not occur against a person in the United States.

The district may dismiss a formal complaint with regard to Title IX sexual harassment if at any time during the investigation or hearing, if provided:

1. A complainant notifies the Title IX Coordinator in writing that the complaint would like to withdraw the formal complaint or any allegations therein;
2. The respondent is no longer enrolled or employed by the district; or
3. Specific circumstances prevent the recipient from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

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<sup>14</sup> Districts should review any other disciplinary procedures and requirements prior to imposing any discipline, and should contact legal counsel with questions.

<sup>15</sup> It is important to keep supportive measures separate from disciplinary sanctions. Supportive measures must be "non-disciplinary" and "non-punitive."

<sup>16</sup> Includes locations, events, or circumstances over which the district exercised substantial control over both the respondent and the context in which the sexual harassment occurs[, and also includes any building owned or controlled by a student organization that is officially recognized by a postsecondary institution]. (Title 34 C.F.R. §106.44(a))

Upon dismissal of a formal complaint, the district must promptly send written notice of the dismissal and the reason(s) therefor simultaneously to the parties.

**The dismissal of a formal complaint under Title IX does not preclude the district from continuing any investigation and taking action under a different process. The district may have an obligation to continue an investigation and process under a different process.**

### **Consolidation of Complaints**

The district may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by one or more complainant against one or more respondents, or by one party against another party, where the allegations of sexual harassment arise out of the same facts or circumstances.

### **Informal Resolution**

If the district receives a formal complaint, at any time prior to reaching a determination regarding responsibility, the district may offer an optional informal resolution process, provided that the district:

1. Provides written notice to the parties disclosing:
  - a. The allegations;
  - b. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and
  - c. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
2. Obtains the parties' voluntary written consent to the informal resolution process; and
3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

### **Appeals**

Either party may file an appeal from a determination regarding responsibility or from a dismissal of a formal complaint, within [15] days of the decision, on the following bases:

1. Procedural irregularity that affected the outcome of the matter;
4. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; or
5. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
6. [Additional bases may be allowed, if made available equally to both parties.]

When an appeal is filed, the district must:

1. Notify the other party in writing;
7. Implement appeal procedures equally for both parties;
8. Ensure the decision-makers(s) for the appeal is not the same person as the decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;
9. Ensure the decision-maker for the appeal is free from conflicts of interest and bias;
10. Give both parties a reasonable equal opportunity to submit a written statement in support of, or challenging the outcome;
11. Issue a written decision describing the result of the appeal and the rationale for the result; and
12. Provide the written decision simultaneously to both parties.

### **Timelines**

The district will complete the following portions of the grievance process within the specified timelines:

1. General grievance process (from receipt of formal complaint to determination of responsibility): [90] days;
13. Appeals (from receipt of appeal): [60] days;
14. Informal resolution process: [60] days.

Temporary delays of the grievance process, or limited extensions of time will be allowed for good cause<sup>17</sup> with written notice to the parties.

### **Records**

Records will be created and maintained in accordance with the requirements in Title 34 C.F.R. §106.45(a)(10).<sup>18</sup>

### **Training**

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<sup>17</sup> Good cause may include considerations such as the absence of a party, a party's advisor or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities. (Title 34 C.F.R. § 106.45(b)(1)(v))

<sup>18</sup> This includes creating a record for each investigation. This record must include:

- Supportive measures, or reasons why the response was not clearly unreasonable under the circumstances;
- Basis for the conclusion that the district's response was not deliberately indifferent; and
- What measures were taken to restore or preserve equal access to the district's educational program or activity. (Title 34 C.F.R. § 106.45(a)(10)(ii))

Most records (including training) must be retained for at least seven years.

Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process must receive training on the definition of sexual harassment, the scope of the district's education program or activity, how to conduct an investigation and grievance process including hearings, appeals, and information resolution processes. The training must also include avoiding prejudice of the facts at issue, conflicts of interest and bias.

Decision-makers must receive training on any technology to be used at a live hearing and on issues of relevance of questions and evidence, including when questions about evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant.

Investigators must receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.

Materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, must not rely on sex stereotypes, must promote impartial investigations and adjudications of formal complaints of sexual harassment and must be made publicly available on the district's website.<sup>{19}</sup>

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<sup>19</sup> { If a district does not have a website, the district must make these materials available upon request for inspection by members of the public. }

e. GCBDA/GDBDA - Family Leave

# OSBA Model Sample Policy

Code: GCBDA/GDBDA  
Adopted:

## Family Medical Leave \* (Version 2)

{The law does not require districts to have a board-adopted policy, but the district is required to follow the law; having policy and an administrative regulation in place can assist with compliance. This policy is intended for districts with between 25 and 50 employees. If the district does not have 25 employees, the district should not adopt this policy.}

When applicable, the district will comply with the provisions of the Family and Medical Leave Act (FMLA)<sup>{1}</sup>, the Oregon Family Leave Act (OFLA)<sup>{2}</sup>, the Oregon Military Family Leave Act (OMFLA), Paid Family and Medical Leave Insurance (PFMLI) and other applicable provisions of state and federal law, Board policies and collective bargaining agreements regarding family medical leave.

In order for an employee to be eligible for the benefits under FMLA, the employee must have been employed by the district for at least 12 months, have worked at least 1,250 hours during the past 12-month period and worked at a worksite that employs 50 or more district employees within 75 miles of the worksite.<sup>3</sup>

Generally, in order for an employee to be eligible for the benefits under OFLA, the employee must work an average of 25 hours or more per week during the 180 calendar days immediately prior to the first day of the start of the requested leave. For parental leave purposes, an employee becomes eligible upon completing at least 180 calendar days immediately preceding the date on which the parental leave begins: there is no minimum average number of hours worked per week. Special requirements apply during public health emergencies. Special requirements apply during public health emergencies.

OMFLA applies to employees who work an average of at least 20 hours per week; there is no minimum number of days worked when determining an employee's eligibility for OMFLA.

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<sup>1</sup> {Generally, FMLA applies only to entities with 50 or more employees, however, FMLA applies to all public elementary and secondary educational institutions. See 29 CFR 825.600(b). The rule regarding individual employee eligibility does apply: an employee is only eligible if the employee "is employed at a worksite where 50 or more employees are employed by the employer within 75 miles of that worksite." See 29 CFR 825.110(a)(3). Consequently, FMLA applies to districts with fewer than 50 employees, but individual employees will not be eligible to receive benefits.}

<sup>2</sup> {OFLA applies to employers with 25 or more employees in Oregon (ORS 659A.153) and OMFLA applies to all public-sector employers in Oregon (ORS 659A.090(2)). (Oregon BOLI Leave Laws – 2023 Edition)}

<sup>3</sup> While the district is subject to FMLA, the district does not have any eligible employees. Consequently, FMLA eligibility language has been omitted from this policy and the accompanying administrative regulation.

PFMLI is generally available to district employees who have earned \$1,000 in subject wages or taxable income during the alternate or base years<sup>4</sup>, contributed to the PFMLI fund in the alternate or base years and are otherwise eligible.<sup>5</sup> PFMLI can be taken for family leave, medical leave or safe leave.<sup>6</sup>

Federal and state leave entitlements generally run concurrently. Leave taken under OFLA is in addition to leave taken under PFMLI and cannot be taken concurrently; however, OFLA leave or PFMLI may run concurrently with other leave available under ORS 653.601 - 653.661 and other types of leave if provided by the district.

The superintendent [or designee] will develop administrative regulations as necessary for the implementation of the provisions of both federal and state law.

END OF POLICY

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**Legal Reference(s):**

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<sup>4</sup> The wages are not required to have been earned for work in the district.

<sup>5</sup> See OAR 471-070-1010 for additional information.

<sup>6</sup> Time to effectuate the legal process for the placement of a child in foster care or a child being adopted qualifies for PFMLI starting January 1, 2025. Until then, leave is available through OFLA. (See SB 1515 (2024) Sections 4, 13, 21 and 25.)

[ORS 332.507](#)  
[ORS 657B.010](#)  
[ORS 659A.090](#)

[ORS 659A.093](#)  
[ORS 659A.096](#)  
[ORS 659A.099](#)

[ORS 659A.150 - 659A.186](#)  
[OAR 839-009-0200 0210 - 03200460](#)

Americans with Disabilities Act, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2017); 28 C.F.R. Part 35 (2017).  
Family and Medical Leave Act, 29 U.S.C. §§ 2601-2654; 5 U.S.C. §§ 6381-6387 (20122018); Family and Medical Leave Act,  
29 C.F.R. Part 825 (20172023).  
Americans with Disabilities Act, 42 U.S.C. §§ 12101-12133 (2018); 29 C.F.R. Part 1630 (20192023); 28 C.F.R. Part 35  
(20192023).  
Escriba v. Foster Poultry Farms, Inc. 743 F.3d 1236 (9<sup>th</sup> Cir. 2014).  
Senate Bill 999 (2023).  
Senate Bill 1515 (2024).

f. GCBDA/GDBDA-AR - Family Leave

# OSBA Model Sample Administrative Regulation

Code: GCBDA/GDBDA-AR(1)

Revised/Reviewed:

## Family Leave \* (Version 2)

{The law does not require districts to have this information in an administrative regulation (AR), but the district is required to follow the law, therefore having an AR in place can assist with compliance. This AR is intended for districts with between 25 and 50 employees (Oregon Family Leave Act (OFLA), which includes leave under the Oregon Military Family Leave Act (OMFLA)). If the district does not have 25 employees, the district should not use this AR. This AR accompanies Version 2 of Board policy GCBDA/GDBDA - Family Leave.}

### Employee Eligibility

FMLA benefits are available to employees who have been employed by the district for at least 12 months, have worked at least 1,250 hours during the past 12-month period and work at a worksite that employs 50 district employees within 75 miles of the worksite.<sup>1</sup>

Generally, in order for an employee to be eligible for the benefits under OFLA, the employee must work an average of 25 hours or more per week during the 180 calendar days<sup>2</sup> immediately prior to the first day of the start of the requested leave.<sup>3</sup>

An employee is eligible to take leave for any purposes of OFLA during a period of time covered by a public health emergency except:

1. An employee who has worked for the district for fewer than 30 days immediately before the date on which the family leave would commence; or
2. An employee who has worked for the district for an average of fewer than 25 hours per week in the 30 days immediately before the date on which the family leave would commence.

An employee of the district is eligible to take leave for purposes of OFLA if the employee:

1. Separates from employment with the district, irrespective of any reason:
  - a. Is eligible to take OFLA leave at the time the employee separates; and
  - b. Is reemployed by the district within 180 days of separation from employment; or
2. Is eligible to take OFLA leave:
  - a. At the beginning of a temporary cessation of scheduled hours of 180 days or less; and

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<sup>1</sup> While the district is subject to FMLA, the district does not have any eligible employees.

<sup>2</sup> Thirty days during a declared public health emergency.

<sup>3</sup> The requirements of OFLA do not apply to any employer offering eligible employees a nondiscriminatory cafeteria plan, as defined by section 125 of the Internal Revenue Code of 1986, which provides as one of its options employee leave at least as generous as the leave required by OFLA.

- b. Returns to work at the end of the temporary cessation of scheduled hours of 180 days or less.

Any OFLA leave taken by the employee within any one-year period continues to count against the length of time of OFLA leave the employee is entitled. The amount of time that an employee is deemed to have worked for the district prior to a break in service due to a separation from employment or a temporary cessation of scheduled hours shall be restored to the employee when the employee is reemployed by the district within 180 days of separation from employment or when the employee returns to work at the end of the temporary cessation of scheduled hours of 180 days or less.

When an employee requests OFLA leave, or when the district acquires knowledge that an employee's leave may be for a purpose that constitutes OFLA leave, the district will notify the employee of the employee's eligibility to take OFLA leave within five business days, absent extenuating circumstances. Whether an employee is an "eligible employee" as defined in OAR 839-009-0210 is determined, a notice must be provided, at the commencement of the first instance of each purpose for leave listed in OAR 839-009-0240 during the OFLA leave year. If an employee is an "eligible employee" as defined in OAR 839-009-0210 for the purpose listed in OAR 839-009-0240, the employee's eligibility for that purpose does not change during the applicable 12-month period. In addition:

1. An employee taking, in any order, some or all of 12 weeks of OFLA pregnancy disability leave and some or all of 12 weeks of OFLA leave for any other purpose, need not requalify each time the employee takes OFLA leave within the same leave year;
2. An employee who has taken 2 weeks of OFLA child placement leave need not requalify for up to an additional 12 weeks of leave within the same leave year when used for the purposes of OFLA sick child leave;
3. An employee unable to work because of a disabling compensable injury<sup>4</sup> need not requalify under OAR 839-009-0210 in order to use OFLA leave following a period the employee is off work due to the compensable injury.

In determining if an employee has been employed for the preceding 180 calendar days under OFLA, the district must consider days, paid or unpaid, an employee is maintained on payroll.

Leave under the Oregon Military Family Leave Act (OMFLA) applies to employees who work an average of at least 20 hours per week. There is no minimum number of days worked when determining employee eligibility for OMFLA.

In determining average workweek, the employer must count the actual hours worked using the Fair Labor Standards Act (FLSA) guidelines.

### **Qualifying Reason**

Eligible employees may access OFLA leave entitlements for the following reasons:

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<sup>4</sup> As defined in ORS 656.005.

1. Pregnancy disability leave: leave taken by an employee for their own disability related to pregnancy, including pregnancy termination or childbirth, whether the disability occurs before, during or after the birth of the child or for prenatal care, including fertility or infertility treatment.
2. Sick child leave: leave taken to care for an employee’s child suffering from an illness, injury, or condition that requires home care. Under OFLA, sick child leave includes leave to care for an employee’s child whose school or child care provider has been closed<sup>5</sup> in conjunction with a statewide public health emergency declared by a public health official.<sup>6</sup>
3. Bereavement leave: leave taken to deal with the death of a covered family member and includes leave taken to attend the funeral or alternative to a funeral of the family member, to make arrangements necessitated by the death of the family member, or to grieve the death of the family member.<sup>7</sup> [When such leave is used for a family member who is related by affinity, the district requires an attestation form signed and submitted by the employee.]
4. [Child placement leave: leave taken under OFLA before January 1, 2025, to effectuate the legal process required for placement of a foster child or the adoption of a child.]
5. [Leave previously protected by OFLA<sup>8</sup>: 1) leave to which an eligible employee was entitled under ORS 659A.150 - ORS 659A.186 on June 30, 2024; and 2) leave to which an eligible employee would not be entitled under ORS 659A.150 - ORS 659A.186 on July 1, 2024 and may now be entitled leave under Paid Family Medical Leave (ORS 657B).]

Eligible employees may access OMFLA for the purpose of spending time with a spouse or domestic partner who is in the military and has been notified of an impending call or order to active duty, or who has been deployed during a period of military conflict.

## Definitions

1. Family member:

For the purposes of OFLA, “family member” means an eligible employee’s:

- a. Spouse or domestic partner;
- b. Child or the child’s spouse or domestic partner;

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<sup>5</sup> “Closure” (OAR 839-009-0210(5)) for the purpose of sick child leave during a statewide public health emergency declared by a public health official means a closure that is ongoing, intermittent, or recurring and restricts physical access to the child’s school or child care provider as defined in OAR 839-009-0210(4).

<sup>6</sup> The district may request verification of the need for sick child leave under OFLA due to a closure during a statewide public health emergency. Verification may include:

1. The name of the child being cared for;
2. The name of the school or child care provider that has closed or become unavailable;
3. A statement from the employee that no other family member of the child is willing and able to care for the child; and
4. With the care of a child older than 14, a statement that special circumstances exist requiring the employee to provide care to the child during daylight hours.

<sup>7</sup> Bereavement leave under OFLA must be completed within 60 days of the date the employee received notice of the death. The notice of the death of a family member may be by any means and from any source.

<sup>8</sup> OAR 839-009-0215. OFLA: Leave Previously Protected by OFLA.

- c. Parent or the parent’s spouse or domestic partner;
- d. Sibling or stepsibling, or the sibling’s or stepsibling’s spouse or domestic partner;
- e. Grandparent or the grandparent’s spouse or domestic partner;
- f. Grandchild or the grandchild’s spouse or domestic partner; or
- g. Any individual related by blood or affinity<sup>9</sup> whose close association with an eligible employee is the equivalent of a family relationship.

2. Child:

- a. For the purposes of OFLA, “child” means the eligible employee’s biological or adopted child, a child the employee is fostering, a stepchild, the child of the employee’s spouse or domestic partner, or a child with whom the employee is or was in a relationship of “in loco parentis.”
- b. For the purposes of child placement leave and sick child leave only under OFLA, the child must be under the age of 18 or an adult dependent child substantially limited by a physical or mental impairment.

3. In loco parentis:

For the purposes of OFLA, “in loco parentis” means person in the place of the parent, having financial or day-to-day responsibility for the care of a child. A legal or biological relationship is not required.

4. Public health emergency:

For OFLA a public health emergency means:

- a. A public health emergency declared under ORS 433.441.
- b. An emergency declared under ORS 401.165 if related to a public health emergency as defined in ORS 433.442.

**Leave Period**

For the purposes of calculating an employee’s leave period, the district uses a period of 52 consecutive weeks beginning on the Sunday immediately preceding the date on which family leave commences. The same method for calculating the leave period for OFLA leave entitlement shall be used for all employees.

**Leave Duration**

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<sup>9</sup> “Affinity” means a relationship for which there is a significant personal bond that, when examined under the totality of the circumstances, is like a family relationship. This bond may be demonstrated by, but is not limited to the following factors, with no single factor being determinative:

- 1. Shared personal financial responsibility, including shared leases, common ownership of real or personal property, joint liability for bills or beneficiary designations;
- 2. Emergency contact designation of the employee by the other individual in the relationship or the emergency contact designation of the other individual in the relationship by the employee;
- 3. The expectation to provide care because of the relationship or the prior provision of care;
- 4. Cohabitation and its duration and purpose;
- 5. Geographic proximity; and
- 6. Any other factor that demonstrates the existence of a family-like relationship.

For the purposes of OFLA, an eligible employee is generally entitled to a total of 12 weeks of OFLA leave, for sick child leave and bereavement leave, during the designated leave period. An eligible employee is entitled to a total of two weeks of bereavement leave upon the death of each family member of the employee within an leave year, except that the eligible employee may not take more than four weeks of bereavement leave within an leave year.

An employee may also be entitled to take a total of 12 weeks of OFLA pregnancy disability leave within the same leave year.

The employee may use all or part of the 12 weeks of family leave and all or part of the 12 weeks of pregnancy disability leave in any order.

[In addition to the 24 weeks of possible OFLA leave identified above, an eligible employee is entitled to a total of two weeks of child placement leave within an OFLA leave year until January 1, 2025. The adoption or foster placement of multiple children at one time entitles the employee to take only one two-week period of child placement leave.]

OFLA does not combine the leave entitlement when two or more family members work for the district. Under OFLA, family members who work for the district may be restricted from taking concurrent OFLA qualified leave.<sup>10</sup>

For the purposes of OMFLA, an eligible employee is entitled to 14 days of leave per call or order to active duty or notification of a leave from deployment. When an employee also meets the eligibility requirements of OFLA, the duration of the OMFLA leave counts toward that employee's leave entitlement during the designated leave period.

Qualified leave under OFLA may run concurrently with available leave taken under ORS 653.601 - 653.661, but does not run concurrent with leave taken under Paid Family and Medical Leave Insurance (PFMLI).

For the purpose of tracking the number of leave hours an eligible employee is entitled and/or has used during each week of the employee's leave, leave entitlement is calculated by multiplying the number of hours the eligible employee normally works per week by 12<sup>11</sup>. If an employee's schedule varies from week-to-week, a weekly average of the hours worked over the 12 months worked prior to the beginning of the leave period shall be used for calculating the employee's normal workweek<sup>12</sup>. If an employee takes intermittent or reduced work schedule leave, only the actual number of hours of leave taken may be counted toward OFLA leave to which the employee is entitled.

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<sup>10</sup> Exceptions to the ability to require family members to take OFLA qualified leave at different times are when one employee needs to care for a child for a purpose described in ORS 659A.159 (1)(a) while another employee is taking pregnancy disability leave or, one or more of the employees is taking bereavement leave.

<sup>11</sup> For example, an employee normally employed to work 30 hours per week is entitled to 12 times 30 hours, or a total of 360 hours of leave.

<sup>12</sup> For example, an employee working an average of 25 hours per week is entitled to 12 times 25 hours, or a total of 300 hours of OFLA leave, e.g., sick child leave and bereavement leave. An eligible employee working an average 25 hours per week may be entitled to additional OFLA pregnancy disability leave calculated as 12 times 25 hours, or a total of 300 hours of pregnancy disability leave in the same leave year.

Under OFLA, days in which the district is not in operation, are not counted toward intermittent or reduced work schedule OFLA leave.

### **Intermittent Leave**

An eligible employee is permitted under OFLA to take intermittent leave for any qualifying reason.

Intermittent leave is taken in multiple blocks of time (i.e., hours, days, weeks, etc.), rather than in one continuous block of time, and/or requiring an altered or reduced work schedule. For OFLA this includes but is not limited to sick child leave taken requiring an altered or reduced work schedule because the intermittent or recurring closure of a child's school or child care provider due to a statewide public health emergency declared by a public health official.

When an exempt employee is eligible for OFLA but not FMLA leave, and the employee takes intermittent leave in blocks of less than one day, the district will jeopardize the employee's exempt status if the district reduces the employee's salary for the part-day absence.

An employee's intermittent leave time is determined by calculating the difference between the employee's normal work schedule and the number of hours the employee actually works during the leave period. The result of such calculation is credited against the eligible employee's leave entitlement.

### **Alternate Work Assignment**

The district may transfer an employee on intermittent OFLA leave or a reduced work schedule into an alternate position with the same or different duties to accommodate leave, provided:

1. The employee accepts the position voluntarily and without coercion;
2. The transfer is temporary, lasts no longer than necessary to accommodate the leave and has equivalent pay and benefits;
3. The transfer is compliant with any applicable collective bargaining agreement, as well as with state and federal law;
4. The transfer to an alternate position is used only when there is no other reasonable option available that would allow the employee to use intermittent leave or reduced work schedule; and
5. The transfer is not used to discourage the employee from taking leave or to create a hardship for the employee.

An employee transferred to an alternate position for the purpose of a reduced work schedule must be returned to the employee's former position when the employee notifies the employer that the employee is ready to return to the former position at the end of the alternate duty leave.

The district may transfer an eligible employee to an alternate position that accommodates OFLA pregnancy disability leave provided:

1. The employee accepts the transfer position voluntarily and without coercion;
2. The transfer is temporary, lasts no longer than necessary and has equivalent pay and benefits;

3. The transfer is compliant with any applicable collective bargaining agreements, as well as with state and federal law;
4. The transfer is not used to discourage the employee from taking leave or to create a hardship for the employee.

If an eligible employee is transferred to an alternative position and as a result the employee works fewer hours than the employee worked in the original position, the employee's OFLA leave time is determined by calculating the difference between the number of hours the employee worked in the original position and the number of hours the employee actually works in the alternate position.

An employee is not on OFLA leave if the employee has been transferred – as provided for in OAR 839-009-0245 (5) – to an alternate position for the purpose of alternate work duties that the employee is able to perform within the limitations of the employee's pregnancy disability, but not requiring a reduced workweek. An employee working in an alternate position retains the right to return to the employee's original position at any time during the employee's OFLA leave. This does not impair the right of an employee to a reasonable accommodation or the application of any other state or federal law.

### **Special Rules for School Employees**

For the purposes of OFLA leave, if an employee<sup>13</sup> begins a period of bereavement leave during the three-week period before the end of the term and the duration of the leave is greater than five working days, the district may require the employee continue on family leave until the end of the term.

### **Paid/Unpaid Leave**

OFLA does not require the district to pay an eligible employee who is on a qualified leave. Paid Family and Medical Leave Insurance (PFMLI) leave taken via Paid Leave Oregon or an equivalent plan will not run concurrently with OFLA but may run concurrently with leave available under ORS 653.601 - 653.661 when taken for the same purpose. An employee may elect to use any available accrued paid leave including personal, sick or vacation leave during the leave period {<sup>14</sup>} [to the extent that the total combined amount of accrued paid leave and benefits received from PFMLI does not exceed an amount equal to the employee's full wage replacement during the period of leave]. [The total combined amount received by using accrued leave and PFMLI may exceed the employee's full wage replacement during the period of leave.] The district will notify the eligible employee when the requested leave has been designated as OFLA leave and ask the employee about the use of available accrued paid leave.

Eligible employees who request OMFLA leave are entitled to use available accrued paid time off during the OMFLA leave period.

### **Benefits and Insurance**

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<sup>13</sup> Applies only to an employee who is employed principally in an instructional capacity by the district.

<sup>14</sup> {Select one of the two bracketed options based on district practice, i.e., keep the ending to this sentence OR delete this ending and keep the following bracketed sentence. See ORS 657B.030(2) (as amended by SB 1515 (2024) for additional guidance).}

When an eligible employee returns to work following OFLA- or OMFLA-qualified leave, the employee must be reinstated to the same position the employee held when the leave commenced, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

During an OFLA qualified leave an eligible employee does not accrue seniority or other benefits that would have accrued while the employee was working, unless the terms of a collective bargaining agreement, other agreement or other district policy provide otherwise.<sup>15</sup> The eligible employee is also subject to layoff to the same extent similarly situated employees not taking OFLA leave are subject unless the terms of an applicable collective bargaining agreement, other agreement or the district's policies provide otherwise.

For the purposes of OFLA, the district will continue to pay the employer portion of the eligible employee's group health insurance contribution (if applicable) during the qualified leave period. The eligible employee is required to pay the employee portion of any such group health insurance contribution as a condition of continued coverage.

For the purposes of OMFLA, the eligible employee is entitled to a continuation of benefits.

### **Application**

An eligible employee shall provide at least [<sup>16</sup>30] days' written notice of the need for foreseeable leave before starting family leave. An employee may commence family leave without prior notice in the event of: an unexpected illness, injury or condition of a child of the employee that requires home care; the death of a family member; or an illness, injury or condition related to the employee's own pregnancy or childbirth that disables the employee from performing any available job duties offered by the district. If an employee commences leave without prior notice as allowed above, the employee must give oral notice<sup>17</sup> to the employer within 24 hours of the commencement of the leave and must provide the written notice within three days after returning to work. Failure of an employee to provide the required notice for leave may result in the district deducting up to three weeks from the employee's unused OFLA leave in that one-year leave period. The employee may be subject to disciplinary action for not following the district's notice procedures.

The district may request additional information<sup>18</sup> to determine that the requested leave qualifies as OFLA leave. The district may designate the employee as provisionally on OFLA leave until sufficient information is received to properly make a determination. An eligible employee able to give advance notice of the need to take such leave must follow the district's known, reasonable and customary procedures for requesting any kind of leave.

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<sup>15</sup> See also ORS 342.934(4)(d) in reduction force situations.

<sup>16</sup> {This number of days should align with the days provided in the leave request form.}

<sup>17</sup> Oral notice may be given by any other person on behalf of the employee taking the leave.

<sup>18</sup> Except in cases to verify bereavement leave unless the district requires the use of an attestation form for purposes of determining affinity.

If an eligible employee is taking leave in an unforeseeable situation, an employee must give oral or written notice<sup>19</sup> within 24 hours before or after commencement of the leave. In all cases, proper documentation must be submitted no later than three working days following the employee's return to work.

For purposes of OMFLA, an employee must provide the district with notice of the intention to take leave within five business days of receiving official notice of an impending call or order to active duty or of a leave from deployment.

## **Verification**

The district may require an eligible employee to provide medical verification, when appropriate<sup>20</sup>, to support the stated reason for qualifying OFLA leave. The district will provide written notification to an employee of this requirement and state the consequences for failure to provide the requested medical verification. If the employee gives advance written notice of foreseeable leave, the district may require the employee to provide medical verification for OFLA leave before the leave starts. If the employee begins unforeseeable OFLA leave without prior notice, the employee is required to submit such medical verification within 15 calendar days after receipt of the district's request for medical verification. The employee may be subject to disciplinary action for not providing the requested medical verification.

For the purposes of OFLA qualified leave, any costs associated with obtaining the medical verification shall be borne by the district, or be paid as otherwise allowed by law. The district will not delay the use of qualifying OFLA leave when medical verification is not received before the commencement of unforeseeable leave. The district may not require an employee to obtain a second opinion.

Under OFLA, the district may request verification for the need for leave to care for a child who requires home care due to the closure of the child's school or child care provider as a result of a public health emergency. A request for verification may include a request for:

1. The name of the child requiring home care;
2. The name of the school or child care provider that is subject to the closure;
3. A statement from the employee that no other family member of the child is willing and able to care for the child; and
4. A statement that special circumstances exist that require the employee to provide home care for the child during the day, if the child is older than 14 years of age.

## **Posted Notice**

The district will post the Bureau of Labor and Industries Family Leave notice in each building or worksite in an area that is accessible to and regularly frequented by employees.<sup>21</sup> The district will also post a notice

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<sup>19</sup> Notice may be given by any other person on behalf of the employee taking the leave.

<sup>20</sup> Medical verification is not allowed in every situation. Review current laws and guidance for more information. (OAR 839-009-0260)

<sup>21</sup> [https://www.oregon.gov/boli/employers/Documents/BOLI\\_Printable\\_FamilyMedLv.pdf](https://www.oregon.gov/boli/employers/Documents/BOLI_Printable_FamilyMedLv.pdf); electronic posting is not sufficient to satisfy this requirement, but may be used to supplement the physical posting.

explaining the provisions of FMLA and providing information concerning the procedures for filing complaints.<sup>22</sup>

## **Record Keeping**

The district will maintain all records as required by federal and state laws including dates leave is taken by employees, identified separately from other leave; hours/days of leave; copies of general and specific notices to employees, including Board policy(ies) and regulations; premium payments of employee health benefits while on leave and records of any disputes with employees regarding granting of leave.

Medical documentation will be maintained separately from personnel files as confidential medical records.

## **Federal vs. State Law**

Both federal and state law contain provisions for family and medical leave. Federal regulations state an employer must comply with all leave laws; that the federal law does not supersede any provision of state law that provides greater family or medical leave rights than those established pursuant to federal law; and if leave qualifies for FMLA and OFLA leave, the leave used counts against the employee's entitlement under both laws. State law requires that FMLA and OFLA or other state leave entitlements run concurrently when for the same purpose.

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<sup>22</sup> <https://www.dol.gov/sites/dolgov/files/WHd/legacy/files/fmlaen.pdf>; electronic posting is sufficient as long as it is posted prominently where it can be readily seen by employees and applicants for employees. The poster and the text must be large enough to be easily read and contain fully legible text.

- g. GCBDC/GDBDC - Domestic Violence, Harassment, Sexual Assault, Bias, or Stalking Leave (Safe Leave)

# OSBA Model Sample Policy

Code: GCBDC/GDBDC

Adopted:

## Domestic Violence, Harassment, Sexual Assault, Bias, or Stalking Leave (Safe Leave)

\*

{Applies to employers who employ six or more employees in Oregon and meet the definition of “covered employer.”}

### Definitions

1. means a prosecutor-based victim assistance program or a nonprofit program offering safety planning, counseling, support or advocacy related to domestic violence, harassment, sexual assault or stalking.

When applicable, the district will comply with the provisions of protected leave identified in ORS 659A.272 to address domestic violence, harassment, sexual assault, bias, or stalking.

A The district (covered employer<sup>1</sup>) shall allow an (eligible) employee<sup>2</sup> to take reasonable leave from employment for any of the following reasons:

1. To seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee’s minor child or dependent, including preparing for and participating in protective order proceedings or other civil or criminal legal proceedings related to domestic violence, harassment, sexual assault, bias, or stalking;
2. To seek medical treatment for or to recover from injuries caused by domestic violence or sexual assault to, or harassment or stalking of, or the commission of a bias crime against the eligible employee or the employee’s minor child or dependent;
3. To obtain, or to assist a minor child or dependent in obtaining counseling from a licensed mental health professional related to an experience of domestic violence, harassment, sexual assault, bias, or stalking;
4. To obtain services from a victim services provider for the eligible employee or the eligible employee’s minor child or dependent; or

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<sup>1</sup> “Covered employer” means an employer who employs six or more individuals in the State of Oregon for each working day during each of 20 or more calendar workweeks in the year in which an eligible employee takes leave to address domestic violence, harassment, sexual assault, bias or stalking, or in the year immediately preceding the year in which an eligible employee takes leave to address domestic violence, harassment, sexual assault, bias or stalking.

<sup>2</sup> “Eligible employee” means an employee who is a victim of domestic violence, harassment, sexual assault, bias or stalking or is the parent or guardian of a minor child or dependent who is a victim of domestic violence, harassment, sexual assault, bias or stalking.

5. To relocate<sup>3</sup> or take steps to secure an existing home to ensure health and safety of the eligible employee or the employee's minor child or dependent.

The district may limit the amount of leave, if the eligible employee's leave creates an undue hardship on the district.

The district shall not deny leave to an eligible employee or discharge, threaten to discharge, demote, suspend or in any manner discriminate or retaliate against an employee with regards to promotion, compensation or other terms, conditions or privileges of employment as a result of taking such leave because the employee makes inquiries about, applies for, or takes such leave.

The eligible employee shall give the district reasonable advanced notice of the employee's intention to take leave unless giving advance notice is not feasible.

The district may require the eligible employee to provide certification that:

1. The employee or employee's minor child or dependent is a victim of domestic violence, harassment, sexual assault, bias, or stalking; and
2. The leave is taken for one of the identified purposes in this policy.

The eligible employee shall provide a certification within a reasonable time after receiving the district's request for the certification.

Sufficient certification to support a request for such leave includes:

1. A copy of a report from law enforcement indicating the eligible employee or the employee's minor child or dependent was a victim of domestic violence, harassment, sexual assault, bias, or stalking.;
2. A copy of a protective order or other evidence from a court, administrative agency, or attorney that the eligible employee appeared in or was preparing for a civil, or criminal or administrative proceeding related to domestic violence, harassment, sexual assault, bias, or stalking.;
3. Documentation from an attorney, law enforcement officer, health care professional, licensed mental professional or counselor, member of the clergy, employee of the Department of Justice division providing victim and survivor services or a victim services provider that the eligible employee, or the employee's minor child or dependent was undergoing treatment or counseling, obtaining services or relocating as a result of domestic violence, harassment, sexual assault, bias, or stalking.

All records and information kept by the district regarding the employee's leave under ORS 659A.270 - 659A.285, including the fact the employee has requested or obtaining of obtained such leave, is are confidential and may not be released without the express permission of the employee unless otherwise required by law. [This information will be kept in a file separate from the employee's personnel file.]

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<sup>3</sup> "Relocate" is described in OAR 839-009-0345 (5).

The employee may use any accrued paid leave, including personal, sick leave, or accrued vacation leave or any other paid leave offered by the district. [The employer district may choose the order in which paid accrued leave is to be used when more than one type of paid leave is available, consistent with Board policies, and/or any applicable collective bargaining agreement or other agreement.]

## Definitions

1. “Protective order” means an order authorized by ORS 30.866, 107.095 (1)(c), 107.700 to 107.735, 124.005 to 124.040, 163.730 to 163.750 or 163.760 to 163.777 or any other order that restrains an individual from contact with an eligible employee or the employee’s minor child or dependent.
2. “Victim of bias” means an individual who has been a victim of a bias crime as defined in ORS 147.380; or any other individual designated as a victim of bias by rule adopted under ORS 659A.805.
3. “Victim of domestic violence” means an individual who has been a victim of abuse, as defined in ORS 107.705; or any other individual designated as a victim of domestic violence by rule adopted under ORS 659A.805.
4. “Victim of harassment” means an individual against whom harassment has been committed as described in ORS 166.065; or any other individual designated as a victim of harassment by rule adopted under ORS 659A.805.
5. “Victim of sexual assault” means an individual against whom a sexual offense has been committed as described in ORS 163.305 to 163.467, 163.472 or 163.525; or any other individual designated as a victim of sexual assault by rule adopted under ORS 659A.805.
6. “Victim of stalking” means an individual against whom stalking has been committed as described in ORS 163.732; an individual designated as a victim of stalking by rule adopted under ORS 659A.805; or an individual who has obtained a court’s stalking protective order or a temporary court’s stalking protective order under ORS 30.866.
7. “Victim services provider” means a prosecutor-based victim assistance program or a nonprofit program offering safety planning, counseling, support or advocacy related to domestic violence, harassment, sexual assault, bias or stalking.

END OF POLICY

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### Legal Reference(s):

[ORS 192.355\(38\)](#)

[ORS 659A.270 - 659A.290](#)

[OAR 839-009-0325 - 0365](#)

- h. GCBDC/GDBDC-AR - Request for Domestic Violence, Harassment, Sexual Assault, Bias, or Stalking Leave

# OSBA Model Sample Administrative Regulation

Code: GCBDC/GDBDC-AR  
Revised/Reviewed:

## Request for Domestic Violence, Harassment, Sexual Assault, Bias, or Stalking Leave

{Applies to employers who employ six or more employees in Oregon and meet the definition of “covered employer.”}

~~Where~~ When the need for ~~the~~ leave may be anticipated, a written request for leave under Oregon Revised Statute (ORS) 659A.270 - 659A.285 shall be made at least [30] days prior to the date the requested leave is to begin, ~~unless giving advance notice is not feasible.~~ ~~In emergency situations~~ When it is not feasible, oral or written notice as soon as practical is allowed.

PLEASE PRINT

Name of ~~eligible~~ employee \_\_\_\_\_

Department \_\_\_\_\_ Title \_\_\_\_\_

Effective date of the leave \_\_\_\_\_

Status:  Full-time  Part-time  Temporary Hire Date \_\_\_\_\_ ~~Length of Service~~ \_\_\_\_\_

The requested leave is for:

- Myself
- ~~My~~ A minor child or dependent for which I am a parent or guardian

The leave is for:

- To seek legal or law enforcement assistance or remedies to ensure the health and safety of the eligible employee or the eligible employee’s minor child or dependent, including preparing for and participating in protective order proceedings or other civil or criminal legal proceedings related to domestic violence, harassment, sexual assault, bias, or stalking.
- To seek medical treatment for or to recover from injuries caused by domestic violence or sexual assault to, harassment, ~~sexual assault~~ or stalking ~~for~~ of or the commission of a bias crime against the eligible employee or the eligible employee’s minor child or dependent.
- To obtain, or to assist the eligible employee’s minor child or dependent in obtaining counseling from a licensed mental health professional related to an experience of domestic violence, harassment, sexual assault, bias, or stalking.
- To obtain services from a victim services provider for the eligible employee or the eligible employee’s minor child or dependent.
- To relocate<sup>1</sup> or take steps to secure an existing home to ensure the health and safety of the eligible employee or the eligible employee’s minor child or dependent.

<sup>1</sup> “Relocate” is described in OAR 839-009-0345 (5).

The following has been provided ~~by the employee~~ to certify the need for the requested leave:

- A copy of a report from law enforcement indicating ~~that the eligible employee myself or the eligible employee's~~ my minor child or dependent ~~was~~ is a victim ~~or alleged victim~~ of domestic violence, harassment, sexual assault, bias, or stalking.
- A copy of a protective order or ~~any other order that restrains an individual from contact with an eligible employee or the employee's minor child or dependent,~~ other evidence from a court, administrative agency or attorney that ~~the eligible employee~~ I or my minor child or dependent appeared in or is preparing for a civil or criminal ~~administrative~~ proceeding related to domestic violence, harassment, sexual assault, bias, or stalking ~~or other order authorized by ORS 30.866, 107.095(1)(c), 107.700–107.735, 124.005–124.040 or 163.730–163.750.~~
- Documentation from an attorney, law enforcement officer, health care professional, licensed mental health professional or counselor, member of the clergy, employee of the Department of Justice division providing victim and survivor services or victim services provider ~~with or from whom the eligible employee or the eligible employee's~~ that I or my minor child or dependent is receiving services.

I understand ~~that~~ [I may use accrued paid leave, including ~~personal and sick leave, or accrued vacation leave or any other paid leave that is offered by the district [in the order specified by the [district] and/or [applicable collective bargaining agreement].] [the district requires me to use any accrued sick leave, vacation, personal leave days or other paid time established by Board policy(ies) and/or collective bargaining agreement in the order specified by the district.]~~

If my request for a leave is approved, ~~it is my understanding~~ I understand that without an authorized extension when the need for an extension could be anticipated, I must report to duty on the first workday following the date my leave is scheduled to end. ~~I understand that failure to do so will constitute unequivocal notice of my intent not to return to work and the district may terminate my employment.~~ I understand if I am unable to return to work following the period of authorized leave, I will notify ~~my employer~~ the district as soon as practical and provide any required information which will allow ~~my employer~~ the district to determine my eligibility for an extension of leave.

I authorize the district to deduct from my paychecks or seek to recover any ~~employee contributions for health insurance premiums, life insurance or long-term disability insurance~~ amounts paid for insurance coverage by the district on my behalf which remain unpaid after my leave, consistent with state law.

Signature of employee: \_\_\_\_\_ Date: \_\_\_\_\_

- i. GCBDF/GDBDF - Paid Family and Medical Leave Insurance

# OSBA Model Sample Policy

Code: GCBDF/GDBDF  
Adopted:

## Paid Family and Medical Leave Insurance \* (Version 1)

{This version is designed for districts who are participating in Paid Leave Oregon. If the district is using an approved equivalent plan, the district should not adopt this version or use the accompanying administrative regulation: this includes simply replacing “the Department” with the entity administering an equivalent plan. If the district is using an equivalent plan, the district should work with the provider to communicate with staff. Many districts are bargaining aspects of this leave: policy language should not conflict with language in collective bargaining agreements.}

The district participates in Paid Family and Medical Leave Insurance (PFMLI) and Paid Leave Oregon (PLO)<sup>1</sup>. This includes submitting employee and employer contributions to the Oregon Employment Department (“Department”) as required by state law.<sup>2</sup> The district does not administer PFMLI or PLO Paid Leave Oregon. All applications and related questions should be directed to the Department.

### Definitions

1. “Family leave” means leave from work taken by a covered individual:
  - a. To care for and bond with a child during the first year after the child’s birth or during the first year after the placement of the child through foster care or adoption; or
  - b. <sup>3</sup>To effectuate the legal process required for placement of a foster child or the adoption of a child; or
  - c. To care for a family member with a serious health condition.
2. “Family leave” does not mean:
  - a. Leave described in Oregon Revised Statute (ORS) 659A.159(1)(da) (non-serious health condition of child or school or child care provider closure due to public health emergency) (i.e., care for a child who is suffering from an illness, injury or condition that requires home care or who requires home care due to closure of the child’s school or child care provider as a result of a public health emergency) except for leave to care for a child who requires home care due to an illness, injury or condition that is a serious health condition;
  - b. Leave described in ORS 659A.159(1)(eb) (death of a family member); or
  - c. Leave authorized under ORS 659A.093 (leave for spouses of members of the military upon deployment or call to active duty).

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<sup>1</sup> Paid Leave Oregon is the program developed by the Oregon Employment Department to administer Paid Family and Medical Leave Insurance.

<sup>2</sup> The overall contribution will be determined by the Department director, and is initially set at 1 percent (up to \$132,900). [*For districts with 25 or more employees:*] The employer contribution is 40 percent and the employee contribution is 60 percent of this amount. [*For districts with fewer than 25 employees:*] The employee contribution is 60 percent of this amount and the employer contribution is waived. The amount will be set annually by November 15. See ORS 657B.150. [*Districts may agree to pay the employee contribution, see any applicable employment agreements.*]

<sup>3</sup> This provision becomes effective on January 1, 2025.

3. “Family member” means:
  - a. The spouse of a covered individual;
  - b. A child of a covered individual or the child’s spouse or domestic partner;
  - c. A parent of a covered individual or the parent’s spouse or domestic partner;
  - d. A sibling or stepsibling of a covered individual or the sibling’s or stepsibling’s spouse or domestic partner;
  - e. A grandparent of a covered individual or the grandparent’s spouse or domestic partner;
  - f. A grandchild of a covered individual or the grandchild’s spouse or domestic partner;
  - g. The domestic partner of a covered individual; or
  - h. Any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship.
  
4. “Medical leave” means leave from work taken by a covered individual that is made necessary by the individual’s own serious health condition.
  
5. “Safe leave” means leave related to domestic violence, harassment, sexual assault, bias, or stalking and relocation for health and safety reasons as provided in ORS 659A.272.
  - a. is the inability to perform at least one essential job function, or to attend school or perform regular daily activities for more than three consecutive calendar days. A period of incapacity includes any subsequent required treatment or recovery period relating to the same condition. The incapacity must involve one of the following:
    - (1) Two or more treatments by a health care provider; or
    - (2) One treatment plus a regimen of continuing care.
  - b. Results in a period of incapacity or treatment for a chronic serious health condition that requires periodic visits for treatment by a health care provider, continues over an extended period of time, and may cause episodic rather than a continuing period of incapacity, such as, but not limited to, asthma, diabetes, or epilepsy;
  - c. Involves permanent or long-term incapacity due to a condition for which treatment may not be effective, such as, but not limited to, Alzheimers Disease, a severe stroke, or terminal stages of a disease. The employee or family member must be under the continuing care of a health care provider, but need not be receiving active treatment;
  - d. Involves multiple treatments for restorative surgery or for a condition such as, but not limited to, chemotherapy for cancer, physical therapy for arthritis, or dialysis for kidney disease that if not treated would likely result in incapacity of more than three calendar days;
  - e. Involves any period of disability due to pregnancy, childbirth, miscarriage or stillbirth, or period of absence for prenatal care; or
  - f. Involves any period of absence from work for the donation of a body part, organ, or tissue, including preoperative or diagnostic services, surgery, post-operative treatment, and recovery.
  
6. “Serious health condition” means:
  - a. An illness, injury, impairment or physical or mental condition that requires inpatient care in a hospital, hospice, or residential medical care facility;

- b. An illness, disease or condition that in the medical judgement of the treating health care provider poses an imminent danger of death, is terminal in prognosis with a reasonable possibility of death in the near future, or requires constant care;
- c. Any period of disability due to pregnancy, or period of absence for prenatal care; or
- d. Any period of absence for the donation of a body part, organ or tissue, including preoperative or diagnostic services, surgery, post-operative treatment and recovery.

**Eligibility**

1. To be eligible for PLO Paid Leave Oregon benefits, an individual must:
  - a. Be an employee of the district<sup>4</sup>;
  - b. Earn at least \$1,000 in the base or alternate base year<sup>5</sup>;
  - c. Contribute to the PLO Paid Leave Oregon in accordance with state law;
  - d. Experience an event qualifying the employee for:
    - (1) Family leave;
    - (2) Medical leave; or
    - (3) Safe leave.
  - e. Submit an application to Department;
  - f. Have not exceeded maximum paid leave for in the active benefit year; and
  - g. Have no current disqualifications<sup>6</sup>.

**Leave**

PLO Paid Leave Oregon can be used for family leave, medical leave or safe leave. Up to 12 weeks of paid leave can be taken per benefit year.<sup>7</sup> Leave can be taken in one-day increments and can be consecutive or nonconsecutive.

Any family leave or medical leave taken under PLO Paid Leave Oregon must be taken concurrently with any leave taken by an eligible employee under ORS 659A.150 - 659A.186 (OFLA) or under the federal Family and Medical Leave Act of 1993 (P.L. 103-3, FMLA) for the same purposes. Leave taken under Paid Leave Oregon is in addition to, and may not be taken concurrently with, any leave taken pursuant to ORS 659A.150 - 659A.186 (Oregon Family Leave Act (OFLA)).

The district will maintain an employee’s existing health benefits while the employee is using leave. The employee will be required to pay the employee’s contribution to premiums.

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<sup>4</sup> PFMLI is a state-wide benefit, and not unique to the district. An eligible individual does not need to be an employee of the district in order to be eligible for PFMLI, but this policy only applies to employees of the district.

<sup>5</sup> Pay could come from another Oregon employer.

<sup>6</sup> Disqualifications may include eligibility for Workers’ Compensation or Unemployment or determination of a willful false statement or failure to report a material fact in order to obtain benefits. See OAR 471-070-1010(1)(h).

<sup>7</sup> In some pregnancy-related situations (e.g., pregnancy, childbirth, or a related medical condition), employees may be able to take two additional weeks, for a total for 14 weeks per benefit year.

END OF POLICY

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**Legal Reference(s):**

[ORS 657B](#)

[ORS 659A.162](#)

[OAR 471-070](#)

[Senate Bill 1515](#) (2024).

j. GCBDF/GDBDF-AR - Paid Family and Medical Leave Insurance (PFMLI)

# OSBA Model Sample Policy

Code: GCBDF/GDBDF-AR  
Revised/Reviewed:

## **Paid Family and Medical Leave Insurance (PFMLI) \***

{This administrative regulation is for use only with Version 1 of policy GCBDF/GDBDF - Paid Family and Medical Leave Insurance and is not intended to be used with an equivalent plan. OSBA does not recommend simply replacing “Employment Department” with the name of the entity administering an equivalent plan.}

### **Application**

Employees may submit applications for Paid Leave Oregon (PLO)<sup>1</sup> to the Oregon Employment Department (“Department”).<sup>2</sup> Applications may be submitted up to 30 days prior to the start of the leave and up to 30 days after the start of the leave.<sup>3</sup> The Department may require verification from the employee.<sup>4</sup> The Department will make all decisions regarding acceptance and denial of an application, including determining the amount of the benefit.<sup>5</sup> The district cannot accept, file, process or make decisions on applications.

An employee may appeal an approval or denial of claim, the amount of a weekly benefit or a disqualification from receipt of benefits to the Department in accordance with Oregon Revised Statute (ORS) 657B.410 and Oregon Administrative Rule (OAR) 471-070-8005.

### **Employee Notice to District**

If the leave is foreseeable<sup>6</sup>, the employee must provide the district with written notice<sup>7</sup> at least 30 calendar days prior to the leave.<sup>{8}</sup> If the leave is not foreseeable<sup>9</sup> the employee must give oral notice to the district

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<sup>1</sup> “Paid Leave Oregon” means the Paid Family and Medical Leave Insurance program described in ORS 657B.

<sup>2</sup> For application requirements see Oregon Administrative Regulation (OAR) 471-070-1100. Applications can be submitted at <https://frances.oregon.gov/> to the Employment Department through the Paid Leave Oregon program.

<sup>3</sup> Exceptions may be granted when the applicant can demonstrate good cause for late submission.

<sup>4</sup> See verification requirements in OAR 471-070-1110 - OAR 471-070-1130.

<sup>5</sup> The benefit may be less than the employee’s salary. See ORS 657B.050.

<sup>6</sup> Examples of foreseeable leave include, but are not limited to, an expected birth, planned placement of a child, or a scheduled medical treatment for a serious health condition of the eligible employee or a family member of the eligible employee. See OAR 471-070-1310.

<sup>7</sup> Written notice includes, but it not limited to, handwritten or typed notices, and electronic communication such as text messages and email.

<sup>8</sup> {OAR 471-017-1310(6) states “An employer that requires eligible employees to provide a written notice before the eligible employee commences leave, must outline the requirements in the employer’s written policy and procedures.”}

<sup>9</sup> Leave circumstances that are not foreseeable include, but are not limited to, an unexpected serious health condition of the eligible employee or a family member of the eligible employee, a premature birth, an unexpected adoption, an unexpected foster placement by or with the eligible employee, or for safe leave.

within 24 hours of the start of the leave, and must provide written notice within 3 days after the start of leave.<sup>10</sup> The district requests as much advanced notice as possible.

The notice must include:

1. The employee's first and last name;
2. Type of leave;
3. Explanation of the need for leave; and
4. Anticipated timing and duration of leave, including if it is continuous or intermittent.

Notice need only be given one time, but the employee shall notify the district as soon as practicable if dates of scheduled leave change, are extended, or were initially unknown. This notice does not need to mention PFMLI or PLO Paid Leave Oregon to satisfy the notice requirements.<sup>{11}</sup> Notice may be provided by another party on behalf of the employee in accordance with state law.

Failure to comply with these notice requirements may result in a penalty imposed by the Department. The Department may reduce the amount of the benefit by 25 percent in accordance with OAR 471-070-1310(10).

### **Concurrent Use of District-Provided Paid Leave<sup>{12}</sup>**

The district [allows<sup>{13}</sup>] employees to use all or a portion of employer-provided paid leave in addition to receiving PLO benefits. [Example:

An employee applies and is approved for PLO for a personal serious medical condition, which also qualifies for OFLA leave. The Department determines that the rate of pay will be 75 percent of the employees regular salary. The employee will be allowed to use available district-provided paid leave (sick, vacation or otherwise) for days that PLO is received agreement or other agreement. Because of the overlap with OFLA leave, the employee will be able to choose how much other paid leave to use (which may result in the employee receiving more than 100 percent of their typical salary) The employee will be allowed to use available district-provided paid leave (e.g., sick, vacation or otherwise) for days that Paid

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<sup>10</sup> An eligible employee who takes safe leave shall give the employer reasonable advance notice of the individual's intention to take safe leave, unless giving the advance notice is not feasible. If other leave also applies (OFLA, FMLA, etc.), notice requirements for those types of leave may also apply.

<sup>11</sup> {A district requiring written notice must outline the requirements in policy and procedures. A copy of the written policy and procedure must be provided to all eligible employees at the time of hire and each time the policy and procedure changes and in the language that the employer typically uses to communicate with the employee.}

<sup>12</sup> {Consider any collective bargaining requirements prior to adopting this language.}

<sup>13</sup> {See Oregon [Bureau of Labor and Industries opinion letter](#), April 7, 2023. Because most PMFLI leave will also qualify for OFLA leave, OSBA recommends allowing the employee to use employer-provided paid leave for all PMFLI. A decision to not allow employees to use employer-paid leave could apply to situations eligible for PMFLI leave, but not OFLA leave.}

Leave Oregon is received <sup>{14}</sup> [to the extent that the total combined amount of accrued paid leave and benefits received by the employee does not exceed an amount equal to the employee's full wage replacement during the period of leave]. ~~[The total combined amount received by using accrued leave and Paid Leave Oregon may exceed the employee's full wage replacement during the period of leave.]~~ [\*The district will determine the particular order in which accrued leave is used when more than one type of accrued leave is available to the employee.]

Example: The Department determines that the rate of pay will be 75 percent of the employee's regular salary. The employee will be allowed to use available district-provided paid leave (sick, vacation or otherwise), subject to any applicable collective bargaining agreement or other agreement for days Paid Leave Oregon benefits are received. The employee [may use such leave to the extent that the total combined amount of accrued paid leave and Paid Leave Oregon benefits received by the employee does not exceed an amount equal to the employee's full wage replacement during the period of leave] ~~[will be able to choose how much other paid leave to use (which may result in the employee receiving more than 100 percent of their typical salary)].~~

## Return to Work

Upon completion of leave, the employee is entitled to return to the position held in the district prior to the leave, if that position still exists and if the employee had been employed in the district for 90 days prior to taking leave.<sup>15</sup> [*For districts with 25 or more employees:*] If the position no longer exists, the employee is entitled to a be restored to any available equivalent position equal to their previous position, with equal equivalent employment benefits, pay and other terms and conditions of employment. [*For districts with fewer than 25 employees:*] ~~If the position no longer exists, the employee may be placed in a different position with similar job duties and benefits and pay equal to the previous position with the same employment benefits and pay.]~~

## Communications Between the District and the Department

Upon receipt of an application or update in information from a district employee for PLO Paid Leave Oregon, the Department will notify the district. The district may provide additional information to the Department within 10 days. This information may include, but is not limited to, information about the employee's notice to the district or verification of the employee's continued employment with the district. If the district does not report such information to the Department, the Department will proceed using available information. The district can provide additional information to the Department as it becomes available.

If the Department requests additional information from the district, the district will respond within 10 calendar days.

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<sup>14</sup> {Select one of the two bracketed options based on district practice, i.e., keep the ending to this sentence OR delete this ending and keep the following bracketed sentence. See ORS 657B.030(2) (as amended by SB 1515 (2024) for additional guidance).}

<sup>15</sup> If the employee's leave also qualifies for OFLA/FMLA protection, see also Board policy GCBDA/GDBDA - Family Medical Leave and its accompanying administrative regulations.

Once the Department has issued a decision regarding an application submitted by an employee of the district, the Department will notify the district regarding the approval or denial and any applicable dates and periods of leave.

### **District Notice to Employees**

At the time of hire and each time the policy or procedure changes, the district must provide notice to employees. This notice must be in the language that the employer typically uses to communicate with employees and will include:

1. The right of an eligible employee to claim and receive family and medical leave insurance benefits;
2. The procedure for filing a claim for benefits;
3. That an eligible employee must provide notice to the district before the employee commences leave, and a description of the penalties for failure to comply with the notice requirements;
4. The right of an eligible employee to job protection and benefits continuation;
5. The right of an eligible employee to appeal a decision or determination made by the Department director;
6. That discrimination and retaliatory personnel actions against an employee for inquiring about the PFMLI or PLO Paid Leave Oregon program, giving notification of leave under the program, taking leave under the program or claiming PFMLI or PLO Paid Leave Oregon benefits are prohibited;
7. The right of an employee to bring a civil action or to file a complaint for violation of ORS 657B.060 or 657B.070; and
8. That any health information related to family leave, medical leave or safe leave provided to the district by an employee is confidential and may not be released without the permission of the employee unless state or federal law or a court order permits or requires disclosure.<sup>16</sup>

The district will display the Department’s notice poster in an area that is accessible to and regularly frequented by employees in each building or worksite. The district will provide this notice poster to employees working remotely by hand delivery, regular mail or through an electronic delivery method at the time of hire or assignment to remote work.

### **District Filings**

The district will file the Oregon Quarterly Tax Report, the Oregon Employee Detail Report and any other reports required by law. If the district fails to submit required filings or report, or fails to pay all required contributions, the district may be penalized in accordance with OAR 471-070-8520.

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<sup>16</sup> Paid Leave Oregon has provided a model notice, <https://paidleave.oregon.gov/DocumentsForms/Paid-Leave-ModelNotice-Poster-EN.pdf>.

~~{For districts with fewer than 25 employees:} [The district may apply for an assistance grant.<sup>17</sup>]~~

## **Employee Protections**

No employee or prospective employee will be discriminated or retaliated against for inquiring about PFMLI or PLO Paid Leave Oregon, giving notification of leave under PLO Paid Leave Oregon, taking PLO such leave or claiming PLO such benefits. Eligible employees have a right to file a complaint and/or bring a civil action for violations of ORS 657B.060 or ORS 657B.070.

Any health information related to family leave, medical leave or safe leave provided to the district by an employee is confidential and may not be released without the permission of the employee unless state or federal law or a court order permits or requires disclosure.

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<sup>17</sup> See OAR 471-070-3705 - 3710 for eligibility requirements and application requirements.

k. IIA - Instructional Materials

# OSBA Model Sample Policy

Code: IIA  
Adopted:

## Instructional Materials\*\*

The Board believes proper care and judgment should be exercised in selecting core and supplemental instructional materials and school and classroom library materials [, and that those materials should be inclusive of populations represented in a global society]. ~~{The process to select materials will reflect respect for all people, regardless of race, color, creed, national origin, age, sex, sexual orientation, gender identity, or disability.}~~

A material involved with a reconsideration will remain available throughout the reconsideration process. Materials will not be removed for discriminatory reasons. A request for reconsideration of materials may be processed through established procedures found in accompanying administrative regulations. Meetings of reconsideration committees may be subject to Public Meetings Law. Records regarding reconsideration procedures are subject to Public Records Law.

[This policy is not intended to cover classroom activities. Complaints regarding classroom activities unrelated to materials can be filed using other established district complaint procedures.]

The term “instructional material” includes core instructional materials, supplemental materials, school library materials, and classroom library materials.

Some materials may fall into more than one of the following categories. If there is a question regarding selection or reconsideration, the district administration may select which procedure to use.

### Definitions

“Core instructional material,” <sup>1</sup>sometimes referred to as basal, means any organized system, which constitutes the major instructional vehicle for a given course of study, or any part thereof. Core instructional materials may include adaptive or personalized learning programs, digital textbooks, and print textbooks and are adopted and paid for by the district. Core instructional materials may include such instructional materials as a hardbound or a softbound book or books, or sets or kits of print and non-print materials, including electronic and internet or web-based materials or media.

“Supplemental instructional materials” means instructional materials used as part of the course of study, which are not part of the core instructional materials. They contain materials to supplement and/or differentiate core instruction and are generally teacher selected. These materials are not adopted by the Board. Materials required or assigned to be used as part of a class may be considered supplemental instructional materials, regardless of the source or location of the material.

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<sup>1</sup> This comes from OAR 581-011-0050(1), referring to instructional materials which must be adopted by local school boards.

“School library materials” means materials which are kept in the school library for student selection and use. The use of these materials may not be required for a particular class, but they may be selected by students to use. These may include books, media, newspapers, magazines, videos, websites, or databases, including in digital or print, etc. These materials are not adopted by the Board.

“Classroom library materials” means materials which are kept in the classroom for student selection and use. The use of these materials is not required for the class, but they may be selected by students to use. These may include books, media, newspapers, magazines, videos, etc. These materials are not adopted by the Board.

### **Core Instructional Materials**

The Board retains the authority to approve core instructional materials used in district schools and authorizes the superintendent [or designee] to develop and implement administrative regulations governing selection and adoption of such materials. Procedures will provide for involvement of administrators, staff, parents, [students,] and community members; will use established selection criteria to contribute to the attainment of district, program, and course or grade-level goals; and will reflect recent knowledge, trends, and technology in the field.

The district will review core instructional materials in accordance with the State Board of Education adoption cycle. Each core instructional program and its instructional materials will be reviewed ~~for a seven-year cycle~~, and any resulting recommendations will be issued by district administration to the Board for approval. All recommended core instructional materials shall be approved by the Board prior to use. [The adoption of textbooks [for American history and government] by the Board and any committee shall be done in a manner in accordance with ORS 337.260.] The district will establish a process and timeline for regularly determining and considering whether core instructional materials are available through online resources that enable students with print disabilities to receive textbooks and instructional materials free of charge. [All requests for reconsideration of core instructional materials may be considered under administrative regulation IIA-AR(2) - Reconsideration of Core Instructional Materials.]

~~[The district may choose to independently adopt core instructional materials which are not on the state-approved list, using state-approved selection criteria. (See administrative regulation IIA-AR(6) – Independent Adoption of Instructional Materials)]~~

### **Supplemental Instructional Materials**

All supplemental instructional materials will be selected by [teachers, principals, librarians, and/or others, as determined appropriate] [which may not be through any formal selection procedure]. Such materials will contain suitable readability levels and support the district’s adopted curriculum content. Materials will be used for their intended audience. ~~[All requests for reconsideration of supplemental instructional materials may be considered under administrative regulation IIA-AR(3) – Reconsideration of Supplemental Instructional Materials.]~~

### **School Library Materials**

All school library materials will be selected by a librarian using established selection criteria. Such materials will contain suitable readability levels. ~~[All requests for reconsideration of school library~~

~~materials may be considered under administrative regulation HA-AR(4) - Reconsideration of School or Classroom Library Materials.]~~

## Classroom Library Materials

All classroom library materials will be selected by a classroom teacher and/or others [, with no formal selection procedure]. Such materials will contain suitable readability levels. Teachers are responsible for knowing the available materials in their classroom library. ~~[All requests for reconsideration of classroom library materials may be considered under administrative regulation HA-AR(4) - Reconsideration of School or Classroom Library Materials.]~~

END OF POLICY

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### Legal Reference(s):

[ORS 174.100](#)  
[ORS 332.107](#)  
[ORS 336.035](#)  
[ORS 336.082](#)  
[ORS 336.840](#)  
[ORS 337.120](#)  
[ORS 337.141](#)

[ORS 337.150](#)  
[ORS 337.260](#)  
[ORS 337.511](#)  
[ORS 339.155](#)  
[ORS 659.850](#)  
  
[OAR 581-011-0050 - 0117](#)

[OAR 581-021-0045](#)  
[OAR 581-021-0046](#)  
[OAR 581-022-2310](#)  
[OAR 581-022-2340](#)  
[OAR 581-022-2350](#)  
[OAR 581-022-2355](#)

Every Student Succeeds Act, 20 U.S.C. §§ 6311-6322 (2018).

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018); 28 C.F.R. §§ 42.101-42.106 (2019).

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683, 1701, 1703-1705, 1720 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2024).

Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).

Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (2018).

I. IIA-AR - Instructional Materials

# OSBA Model Sample Administrative Regulation

Code: IIA-AR(1)

Revised/Reviewed:

## Instructional Materials

### Core Instructional Materials<sup>1</sup>

The Board selects core instructional materials. The responsibility to ensure procedures on selection and recommendations for core instructional materials are followed rests with the superintendent. The responsibility for coordinating the distribution of core instructional materials to classes also rests with the superintendent. It is the principal's responsibility to implement and maintain the core instructional materials, and teachers are expected to use selected core instructional materials in the classroom.

Materials selection committees will be appointed by the administration at the time necessary adoption areas are determined. The committee will review the materials and the general criteria for materials selection and provide a recommendation to the superintendent. The superintendent may make changes to the recommendation and shall submit a recommendation(s) to the Board for adoption prior to use. ~~[(<sup>2</sup>) The meetings of a selection committee for core instructional materials will follow Public Meetings Law.]~~

~~[If the district chooses to adopt core instructional materials which are not on the state-approved list, the rules outlined in OAR 581-022-2350 will apply [and are represented in administrative regulation HA-AR(6) - Independent Adoption of Core Instructional Materials].]~~

### Supplemental Instructional Materials<sup>3</sup>

The responsibility for evaluating and selecting supplemental instructional materials is delegated to **[teachers, principals, librarians, and/or others, as determined appropriate]**, who may collaborate as part of the process. Other authoritative matter experts may be included when practicable, as determined by the district.

1. Materials will contain suitable readability levels and support the district's adopted curriculum content.
2. Recommendations for selection may be solicited from staff and may include students.

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<sup>1</sup> "Core instructional material," sometimes referred to as basal, means any organized system, which constitutes the major instructional vehicle for a given course of study, or any part thereof. Core instructional materials may include adaptive or personalized learning programs, digital textbooks and print textbooks and are adopted and paid for by the district. Core instructional materials may include such instructional materials as a hardbound or a softbound book or books, or sets or kits of print and non-print materials, including electronic and internet or web-based materials or media.

<sup>2</sup> ~~[(Depending on the structure of the committee and who the committee reports to, Public Meetings Law may apply to the committee meetings.)]~~

<sup>3</sup> "Supplemental instructional materials" means instructional materials used as part of the course of study, which are not part of the core instructional materials. They contain materials to supplement and/or differentiate core instruction and are generally teacher selected. These materials are not adopted by the Board. Materials required or assigned to be used as part of a class may be considered supplemental instructional materials, regardless of the source or location of the material.

3. Donated materials will be evaluated using the district’s selection criteria and will be accepted or rejected based on those criteria.
4. Selection is an ongoing process which should include the removal of materials which no longer meet the selection criteria and the replacement of lost and worn materials still of educational value.

#### **School Library Materials<sup>4</sup>**

1. In selecting materials for the school library or media center, a librarian, under supervision of the principal, will evaluate the existing collection and the curriculum needs. The librarian will consult reputable, professionally prepared selection aids and other professional sources. Materials will contain suitable readability levels.
2. Recommendations for selection may be solicited from staff and students.
3. Donated materials will be evaluated using the established selection criteria and will be accepted or rejected based on those criteria.
4. Selection is an ongoing process which should include the removal of materials which no longer meet the selection criteria and the replacement of lost and worn materials still of educational value.

#### **Classroom Library Materials<sup>5</sup>**

1. When selecting materials for a classroom library, the teacher may consult staff and/or accept recommendations from staff and students.
2. Donated materials will be evaluated and may be accepted or rejected by the teacher.
3. Selection is an ongoing process which should include the removal of materials which no longer meet the selection criteria.

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<sup>4</sup> “School library materials” means materials that are kept in the school library for student selection and use. The use of these materials may not be required for a particular class, but they may be selected by students to use. These may include books, media, newspapers, magazines, videos, websites, or databases, including in digital or print, etc. These materials are not adopted by the Board.

<sup>5</sup> “Classroom library materials” means materials that are kept in the classroom for student selection and use. The use of these materials is not required for the class, but they may be selected by students to use. These may include books, media, newspapers, magazines, videos, etc. These materials are not adopted by the Board.

m. IIA-AR - Reconsideration of Core Instructional Materials

# OSBA Model Sample Administrative Regulation

Code: IIA-AR(2)

Revised/Reviewed:

## Reconsideration of Core Instructional Materials

Any staff member, student or their parent or guardian, or resident of the district may raise concern about core instructional materials<sup>1</sup> used in the district's educational program. This procedure is meant to provide a forum for those persons in the schools and the community who are not directly involved in the selection process. Access to materials under reconsideration will not be restricted during the reconsideration process.

Complaints alleging a material constitutes protected-class discrimination should be submitted through the district's discrimination complaint policy and procedures.

This reconsideration process will be completed in its entirety and not subverted or ended prematurely. The person making a request for reconsideration may withdraw their request at any time during the process.

### 1. Concern

- a. Concerns about core instructional materials should be submitted to the [principal]. If a staff member receives an informal inquiry, the staff member is to forward the inquiry to the [principal] [promptly].
- b. Any concern made to the [principal] about core instructional materials by any person(s) will be made known to the staff member(s) most directly involved with its use.
- c. The [principal] will arrange to meet with the person(s) with the concern [, and may include the staff member(s) most directly involved with its use,] in an effort to resolve the issue informally, within [15] days of receipt of the concern.
  - (1) The [principal] initially receiving a concern will explain to the person the district's selection procedure.
  - (2) The [principal] initially receiving a concern will explain to their best ability the particular place the material in question occupies in the educational program and its intended educational usefulness or include someone who can identify and explain the use of the material.
- d. The [principal] will inform the person(s) submitting the concern that if they are not satisfied with the outcome of the informal inquiry process above, they may file a written request for reconsideration of the material within [10] days of the conclusion of 1.c. The initial contact

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<sup>1</sup> "Core instructional material," sometimes referred to as basal, means any organized system, which constitutes the major instructional vehicle for a given course of study, or any part thereof. Core instructional materials may include adaptive or personalized learning programs, digital textbooks, and print textbooks and are adopted and paid for by the district. Core instructional materials may include such instructional materials as a hardbound or a softbound book or books or sets or kits of print and non-print materials, including electronic and internet or web-based materials or media.

Concerns and requests for reconsideration of supplementary instructional materials or school or classroom library materials will be processed in accordance with the applicable administrative regulation.

from the person and any outcome of a meeting or conversation will be documented and maintained by the [principal].

## 2. Request for Reconsideration

- a. [A staff member, student or their parent or guardian, or resident of the district wishing to file a request for reconsideration of core instructional materials must complete Step 1 above prior to filing a request for reconsideration.]
- b. All requests for reconsideration will be in writing [on the form prepared for this purpose] [, signed by the complainant,] and must be submitted to the superintendent. All school offices will make forms available.
- c. Upon receipt of a written request for reconsideration, the superintendent [or designee] will appoint a reconsideration committee.
- d. The reconsideration committee will be made up of at least [five {<sup>2</sup>}] members:
  - (1) [One] teacher[s] designated [annually] by the superintendent [or designee];
  - ~~(2) [One school librarian designated [annually] by the superintendent [or designee];]~~
  - (3) [One administrator designated [annually] by the superintendent [or designee];]
  - (4) [[Two] members from the community ~~[having expressed willingness to serve on this committee]~~ appointed annually by the Board;]
  - (5) [One student selected [annually] by the ~~student council~~ administration.]

~~[The reconsideration committee may include other designated district personnel in discussions about complaints which relate to an underrepresented group or a protected class.]~~

[The committee selected will only serve to consider the material, which is the subject of the request for reconsideration, unless otherwise specified. After completion of the reconsideration committee's responsibilities, committee members will be returned to the pool.]

- e. The use of the material identified in the request for reconsideration will not be suspended during the reconsideration process. Materials will not be removed for discriminatory reasons.
- f. The reconsideration committee will convene to consider the request for reconsideration received by the district. The committee will receive the request for reconsideration and copies of related materials and instructions on procedure during this committee meeting.

## 3. Procedures for the Reconsideration Committee

- a. The procedures for the reconsideration committee are as follows:
  - (1) Select a chair [and a secretary]. [The chair of the committee will ~~not~~ be an employee of the district. The secretary will be an employee of the district];
  - (2) Be responsible for documenting all proceedings; adhering to Public Meetings Law, when required; and established procedures and guidelines; and preparing and representing the recommendations to the superintendent;
  - ~~(3) [Establish a calendar for review of the material;]~~
  - (4) Review copies of the request for reconsideration;

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<sup>2</sup> {An odd number of members is recommended.}

- (5) [Review applicable materials such as a copy of the district or school mission statement; professional reviews of the materials being reconsidered, when available; state standards; and curriculum planning;]
  - (6) Review copies of material being reconsidered, as available;
  - (7) Consider the material’s suitability in the context of the original use and the context in which the request for reconsideration was made;
  - (8) Review the material under reconsideration in its entirety, considering the theme, concept, vocabulary, and illustrations as they apply to:
    - (a) The suitability of the material for the instructional objectives established for the lesson(s) in which it was used, including its presentation and follow-up;
    - (b) The material’s level of difficulty; and
    - (c) The age group(s) with which it was used.
- b. An opportunity will be provided to the person who filed the request and staff member(s) involved to offer oral or written testimony on the reconsideration; outside consultants, lay people, other staff members, or other individuals may be offered an opportunity to provide offer oral or written testimony on the reconsideration within such procedures and limitations as may be established by the chair with the consensus of the committee.
  - c. The person who made the request for reconsideration will be kept informed by the superintendent or designee concerning the status of the request throughout the committee process. The person and known interested parties will be given notice of committee meetings.
  - d. Every request for reconsideration will be acted upon by the committee. However, the committee may consider requests with similar concerns together.
  - e. Review and discuss possible options for decision, including:
    - (1) Continued use of the material as used, with no restrictions;
    - (2) Restricted or modified use of the material in terms of subject area, grade level, and/or districtwide, related to the specific request for reconsideration; or
    - (3) Removal of the material from the educational setting in which it was used.

[The reconsideration committee will consider the material’s suitability in the context in which the request for reconsideration was made.]

Following the discussion and review of possible options for recommendation, a committee member may offer a motion outlining the committee’s recommendation. Action will be taken on the motion and any subsequent motions within the procedures outlined above and consistent with Oregon law.

- f. The reconsideration committee’s final recommendation will be issued within [45] days of receipt of the request by the district.

The written recommendation and its justification from the committee will be forwarded to the superintendent within [seven] days of issuance of the recommendation. Within [seven] days of receipt of the recommendation by the superintendent, a copy of the recommendation will be sent by the superintendent or designee to the person who requested the reconsideration and to the Board.

g. Procedures for voting:

- (1) A quorum<sup>3</sup> will be present to act upon any business to come before the committee.
- (2) All outcomes of motions and votes by name will be recorded and reported in the minutes of the meeting(s).
- (3) Only votes of the members present at the time of the vote will be recorded<sup>4</sup>.
- (4) A vote in the affirmative from a majority of those present is required for a motion to pass.

4. Board Review

The Board will review the final recommendation and announce its decision at a Board meeting. If the Board's decision is contrary to the committee's recommendation, the reasons will be communicated, in writing, to the superintendent. The Board's decision, at minimum, should include a reference to grade level and subject area, for which the subject material can be used, if any. The Board will issue a decision within [30] days of receipt of the reconsideration committee's recommendation. The district will provide a copy of the Board's decision to the person who requested the reconsideration.

The timelines may be modified by the district based on the availability of staff and/or committee participants. Notice of a modified timeline must be provided to the person who made the request, and the staff member(s) involved.

Requests for reconsideration of the same material will not be accepted for at least [two] calendar year[s] following issuance of a decision on said material.

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<sup>3</sup> A "quorum" is a majority (one-half of an odd number of members rounded up to the next whole number; one-half of an even number of members plus one). A quorum of a five-member committee is three; a quorum of a six-member committee is four; a quorum of a seven-member committee is four.

<sup>4</sup> Committee members may attend virtually. Members attending virtually are considered present for quorum and voting purposes.

n. IIA-AR (Delete) - Challenge Request for Instructional Materials

# OSBA Model Sample Policy

Code: IIA-AR(3)  
Revised/Reviewed:

## Challenge Request for Instructional Materials

(Submit to superintendent)

*(This AR is recommended for deletion.)*

Title: \_\_\_\_\_ Publisher: \_\_\_\_\_ Date of Pub.: \_\_\_\_\_

Author \_\_\_\_\_

Type of media:  Hardcover  Paperback  Digital  Other: \_\_\_\_\_

Producer/Source (if known): \_\_\_\_\_

Request initiated by: \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Person making the request represents:  Self  Group or organization

Name of Group (or organization): \_\_\_\_\_

1. To what in the item do you object? (Please be specific and cite pages, frames, etc.)

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

2. In your opinion, what are the harmful effects upon students that might result from the use of this item?

\_\_\_\_\_

3. Do you perceive any instructional value in the use of this item?

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

4. Did you review the entire item?  Yes  No

5. If not, what sections did you review? \_\_\_\_\_

\_\_\_\_\_

6. Should the opinion of any additional experts in the field be considered?  Yes  No

7. Please list suggestions, if any: \_\_\_\_\_

**D**

**E**

**L**

**E**

**T**

**E**

8. What would you like the school to do about this material?

- Do not use it with my student.
- Withdraw it from use.
- Send it back to the selector or selectors for evaluation.
- Other \_\_\_\_\_.

9. In place of this item, would you care to recommend other material which you consider to be of equal or superior quality for the purpose intended?

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

10. Do you wish to make an oral presentation to the Review Committee?  Yes  No

If yes, please call the superintendent's office at [\_\_\_\_\_].

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**References:**

- o. IKF - Graduation Requirements

# OSBA Model Sample Policy

Code: IKF  
Adopted:

## Graduation Requirements\*\*

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

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

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

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

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

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<sup>1</sup> "Foster child" is defined in ORS 30.297.

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

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

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

## Diploma

A high school diploma will be awarded to students<sup>5</sup> in grades 9 through 12 who complete a minimum of {6}25 credits which include at least:

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

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<sup>4</sup> “Educational program in this state” means an educational program that is provided by a school district, a public charter school, an approved recovery school (applies to diplomas awarded on or after January 1, 2026), the Youth Corrections Education Program or the Juvenile Detention Program, or funded as provided by ORS 343.243 for students in a long-term care or treatment facility described in ORS 343.962<sup>961</sup> or a hospital identified in ORS 343.261.

<sup>5</sup>

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

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

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

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

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

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

9. Three credits in career and technical education, the arts or world languages<sup>12</sup> (units shall be earned in any one or a combination)

**10. Six credits of elective classes.**

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

To receive a diploma, in addition to credit requirements outlined above, a student must:

1. <sup>13</sup>Demonstrate proficiency in the Essential Skills of reading, writing and apply mathematics in a variety of settings;
2. Develop an education plan and build an education profile;
3. Demonstrate extended application of standards through a collection of evidence (or include evidence in existing collection(s)); and
4. Participate in career-related learning experiences.

**Modified Diploma**

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

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

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

1. Three credits in language arts;
2. Two credits in mathematics;
3. Two credits in science;

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

<sup>13</sup> The State Board of Education has waived this requirement in Essential Skills for students graduating through the 2027-2028 school year.

4. Two credits in social sciences (which may include history, civics, geography and economics (including personal finance));
5. <sup>14</sup>One-half credit in personal financial education;
6. <sup>15</sup>One-half credit in higher education and career path skills;
7. One credit in health education;
8. One credit in physical education; and
9. One credit in career technical education, the arts or world languages (units may be earned in any one or a combination).

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

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

1. <sup>16</sup>Demonstrate proficiency in the Essential Skills of reading, writing and apply mathematics in a variety of settings;
2. Develop an education plan and build an education profile; and
3. Demonstrate extended application of standards through a collection of evidence (or include evidence in existing collection(s)).

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

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

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<sup>14</sup> This unit of credit applies to all students who are awarded a modified diploma on or after January 1, 2027.

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

<sup>16</sup> The State Board of Education has waived this requirement in Essential Skills for students graduating through the 2027-2028 school year.

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

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

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

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

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

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

### **[<sup>17</sup>] Essential Skills**

The district [will] [will not] allow English Language Learner (ELL) students to demonstrate proficiency in Essential Skills in the student's language of origin for a high school diploma or a modified diploma.

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

### **Essential Skills Appeal**

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

### **Extended Diploma**

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<sup>17</sup> {[OAR 581-022-2120(2) requires districts to have "policy whether to allow ELL students to demonstrate proficiency in all required Essential Skills in the students' language of origin." OAR 581-022-2120(4) waives this requirement through the 2027-28 school year.] Therefore, these two sections, i.e., Essential Skills and Essential Skills Appeal, are not required to be in policy at this time. The district could elect to keep the language and the bracketed portion of this footnote.}

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

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

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

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

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

### **Certificate of Attendance**

A <sup>{18}</sup>certificate of attendance<sup>19</sup> will be awarded to students who:

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<sup>18</sup> {The Board shall define criteria for a certificate of attendance. OAR 581-022-2200 (3). See the Oregon Department of Education's [Certificates for School Completion: Questions and Answers Related to the Implementation of SB 992.](#)}

<sup>19</sup> A student who began grade 9 before July 1, 2020, may be awarded an alternative certificate if the student satisfies the requirements for an alternative certificate which are in effect on the day before July 1, 2024.

1. [Have maintained regular full-time attendance<sup>20</sup> for at least four years beginning in grade nine;
2. Do not satisfy requirements for a high school diploma, modified diploma or extended diploma; and
3. Have a documented history<sup>21</sup>.]

For students with a documented history<sup>22</sup>, the district shall annually provide the parents or guardians of such students, beginning in grade five or after such a documented history has been established, the following:

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

### Other District Responsibilities

The district will ensure that all students have onsite access to the appropriate resources and courses to achieve high school diplomas, modified diplomas, and extended diplomas at each high school in the district. The district will provide [age-appropriate and developmentally appropriate] literacy instruction to all students until graduation.

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

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

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<sup>20</sup> {There is no established definition of "regular full-time attendance. The district should review any existing attendance definitions, consider the needs of students in the district and establish clear criteria. This should include how excused and unexcused absences are counted. A few options are provided.}

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

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

<sup>21</sup> "Documented history" means evidence in the cumulative record and education plans of a student that demonstrates the inability over time to maintain grade level achievement even with appropriate modifications and accommodations.

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

must receive the written consent during the school year in which the modified diploma or the extended diploma is awarded.

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

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

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

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

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

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

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

The district may not deny a diploma to a student who has opted out of statewide assessments if the student is able to satisfy all other requirements for the diploma. Students may opt-out of the Oregon statewide assessments in language arts and/or mathematics by completing the Oregon Department of Education's Opt-out Form<sup>23</sup> and submitting the form to the district.

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<sup>23</sup> Oregon Department of Education page for: [30-day notice and opt-out form](#)

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

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

END OF POLICY

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**Legal Reference(s):**

<a href="#">ORS 329.007</a>	<a href="#">ORS 339.115</a>	<a href="#">OAR 581-022-2010</a>
<a href="#">ORS 329.045</a>	<a href="#">ORS 339.505</a>	<a href="#">OAR 581-022-2015</a>
<a href="#">ORS 329.451</a>	<a href="#">ORS 343.295</a>	<a href="#">OAR 581-022-2020</a>
<a href="#">ORS 329.479</a>		<a href="#">OAR 581-022-2025</a>
<a href="#">ORS 332.107</a>	<a href="#">OAR 581-021-0009</a>	<a href="#">OAR 581-022-2030</a>
<a href="#">ORS 332.114</a>	<a href="#">OAR 581-022-0102</a>	<a href="#">OAR 581-022-2115</a>
<a href="#">ORS 336.585</a>	<a href="#">OAR 581-022-2000</a>	<a href="#">OAR 581-022-2120</a>
<a href="#">ORS 336.590</a>	<a href="#">OAR 581-022-2005</a>	<a href="#">OAR 581-022-2505</a>

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

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

p. IKFB - Graduation Exercises

# OSBA Model Sample Policy

Code: IKFB

Adopted:

## Graduation Exercises

The Board believes that completion of the requirements for a diploma, a modified diploma, an extended diploma or a certificate of attendance from public schools is an achievement that improves the community as well as the individual. The Board wishes to recognize this achievement in a publicly celebrated graduation exercise.

Accordingly, appropriate graduation programs may be planned by the [school administration] on the date selected by [the Board].

The [district] [school]'s valedictorian(s), salutatorian(s) or others, at the discretion of the principal or designee, may be permitted to speak as part of the district's planned graduation program. All speeches will be reviewed and approved in advance by the building principal or designee.

All students [in good standing<sup>[1]</sup>] who have successfully completed the requirements for a high school diploma, or qualify to receive or receives a modified diploma, an extended diploma or a certificate of attendance, including [students participating in a district-sponsored alternative education program and] students with disabilities receiving a document certifying successful completion of program requirements, shall have the option to participate in graduation exercises.

A student shall be allowed to wear a dress uniform issued to the student by a branch of the U.S. Armed Forces if the student:

1. Qualifies to receive a high school diploma, a modified diploma, an extended diploma or a certificate of attendance; and
2. Has completed basic training for, and is an active member of, a branch of the U.S. Armed Forces.

Graduating students will be allowed to wear <sup>2</sup>Native American items of cultural significance [ <sup>3</sup>or other items of cultural significance]<sup>4</sup>.

END OF POLICY

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<sup>1</sup> [A student may be denied participation in graduation exercises for conduct that violates board policy, administrative regulation and/or code of conduct provisions.]

<sup>2</sup> ““Native American items of cultural significance”” means items or objects that are traditionally associated with a Native American or that have religious or cultural significance to a Native American.

<sup>3</sup> {ORS 332.112 requires that districts allow students to wear ““Native American items of cultural significance”” to graduation and other school events. Districts can choose to allow students to wear items of significance to other cultures.}

<sup>4</sup> The district may prohibit an item or object that: a) is likely to cause a substantial disruption of, or material interference with the graduation ceremony, or b) replaces a cap or gown customarily worn at a graduation ceremony.

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**Legal Reference(s):**

[ORS 329](#).451  
[ORS 332](#).107  
[ORS 332](#).112  
[ORS 339](#).505  
[ORS 343](#).295

[ORS 659.850](#)  
[OAR 581](#)-021-0050  
[OAR 581](#)-021-0055  
[OAR 581](#)-021-0060  
[OAR 581](#)-022-2000

[OAR 581](#)-022-2010  
[OAR 581](#)-022-2015  
[OAR 581](#)-022-2020  
[OAR 581](#)-022-2505

31 OR. ATTY. GEN. OP. 428 (1964)

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).

Kay v. David Douglas Sch. Dist. No. 40, 1987); cert. den., 484 U.S. 1032 (1988).

Doe v. Madison Sch. Dist. No. 321, 177 F.3d 789 (9th Cir. 1999).

Lee v. Weisman, 505 U.S. 577 (1992).

Hazelwood Sch. Dist. v. Kuhlmeier, 484 U.S. 260 (1988).

q. IKJ - Artificial Intelligence

# OSBA Model Sample Policy

Code: IKJ  
Adopted:

## Artificial Intelligence

{The purpose of this policy is to facilitate actions regarding artificial intelligence. Many OSBA members have developed statements, policies, or positions, or have responsible use agreement language that includes related content; this policy is not intended to replace that language.}

The Board believes that artificial intelligence (including generative artificial intelligence) is a useful tool. The Board also recognizes that generative artificial intelligence involves risk, including input and output bias, inaccuracies, and hallucinations. As such, it is critical that staff and student use is conducted responsibly.

### Independent Student Use

Specific rules for the independent use of generative artificial intelligence for assigned student work may be developed by the teacher and communicated to students. Teachers should consider the following in establishing these rules:

1. Accessibility of programs and technology for all students outside of school;<sup>1</sup>
2. Student awareness of bias and inaccuracies and student ability to responsibly address those concerns; and
3. The teacher's ability to detect usage accurately and consistently.

Failure to follow these rules may result in incomplete credit or disciplinary action.

### Student Use as Part of Class

Teachers may use generative artificial intelligence as part of instruction to further course objectives. Only applications approved by the district's **[IT Department]** will be allowed to be used as part of the class. All Terms of Use will be followed, along with any additional rules established by the **[IT Department]** or the teacher. Students are not allowed to share logins or passwords.

~~[Prior to allowing students to use generative artificial intelligence as part of a class the teacher will provide notice to parents with an explanation of its use.] [The [district] [school] will provide notice to parents regarding student use of generative artificial intelligence as part of classes.]~~

### Staff Use

District staff are authorized to use generative artificial intelligence to perform various work functions. Staff are responsible for ensuring their use complies with all laws, including, but not limited to copyright and privacy laws.

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<sup>1</sup> For example, do all students have access to computers and internet away from school; does the age of the students affect their ability to access generative artificial intelligence?

## **Staff Professional Development**

The district will seek out professional development opportunities for staff to learn how to use generative artificial intelligence for various work functions.

## **FERPA and Confidentiality**

All laws regarding student records, confidentiality, privacy, and student internet use will be followed at all times. District staff are prohibited from sharing personally identifiable information (PII)<sup>2</sup> with any generative artificial intelligence application.

## **Violations**

Students and staff in violation of policy or related rules may be subject to discipline and may be referred to law enforcement.

END OF POLICY

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**Legal Reference(s):**

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<sup>2</sup> See Board policy JOB – Personally Identifiable Information for additional information.

[ORS 332.107](#)

Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133.

Children's Internet Protection Act (CIPA), 47 U.S.C. §§ 254(h) and (l); 47 C.F.R. § 54.520.

Children's Online Privacy Protection Act of 1998, 15 U.S.C. §§ 6501–6505

Family Educational Rights and Privacy Act (FERPA) of 1974, 20 U.S.C. § 1232g; 34 C.F.R. § 99.

Protection of Pupil Rights, 20 U.S.C. § 1232h.

r. JBA/GBN - Sexual Harassment

# OSBA Model Sample Policy

Code: JBA/GBN

Adopted:

## Sexual Harassment

{Required policy. The requirement for this policy comes from ORS 342.700 and OAR 581-021-0038. Review Board policy AC - Nondiscrimination and Civil Rights for consideration of Title IX and sex-based discrimination.}

<sup>1</sup>The district is committed to eliminating sexual harassment. Sexual harassment will not be tolerated in the district. All students, staff members and other persons are entitled to learn and work in an environment that is free of harassment. All staff members, students and third parties are subject to this policy. Any person may report sexual harassment.

The district processes complaints or reports of sexual harassment using administrative regulation AC-AR(1) - Discrimination or Civil Rights Complaint Procedure. Additional requirements for processing complaints are included in this policy.<sup>2</sup>

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

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

Additional information regarding filing of a complaint or report may be obtained through the principal, Title IX Coordinator, civil rights coordinator, or superintendent.

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

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

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<sup>1</sup> Sexual harassment is generally considered a type of sex-based discrimination. Consequently, additional laws and complaint procedures may apply.

<sup>2</sup> Other complaint policies and administrative regulations that may apply include, but are not limited to: AC – Nondiscrimination and Civil Rights; ACB – Every Student Belongs; GBEA – Workplace Harassment, GBNA – Hazing, Harassment, Intimidation, Menacing, or Cyberbullying – Staff; GBNA/JHFF – Suspected Sexual Conduct with Students and Reporting Requirements; GBNA/JHFE – Suspected Abuse of a Child Reporting Requirements; and JFCF – [Hazing,] Harassment, Intimidation, Bullying, [Menacing,] Cyberbullying, Teen Dating Violence or Domestic Violence - Students.

## Oregon Definition

{<sup>3</sup>} Sexual harassment of students, staff members or third parties<sup>4</sup> shall include:

1. A demand or request for sexual favors in exchange for benefits;
2. Unwelcome conduct of a sexual nature that is physical, verbal, or nonverbal and that:
  - a. Interferes with a student’s educational activity or program;
  - b. Interferes with a school or district staff member’s ability to perform their job; or
  - c. Creates an intimidating, offensive, or hostile environment.
3. Assault when sexual contact occurs without consent<sup>5</sup>.

Sexual harassment does not include conduct that is necessary because of a job duty of a school or district staff member or because of a service required to be provided by a contractor, agent, or volunteer, if the conduct is not the product of sexual intent or a person finding another person, or another person’s actions, offensive because of that other person’s sexual orientation or gender identity.

Examples of sexual harassment may include, but not be limited to, [<sup>6</sup>physical touching or graffiti of a sexual nature; displaying or distributing of sexually explicit drawings; pictures and written materials; sexual gestures or obscene jokes; touching oneself sexually or talking about one’s sexual behaviors in front of others; or spreading rumors about or rating other students or others as to appearance, sexual activity or performance].

## Oregon Procedures

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

{<sup>7</sup>} Joe Harris, Vice Principal/Athletic Director at [joe.harris@alsea.k12.or.us](mailto:joe.harris@alsea.k12.or.us) or (541) 487 - 4305

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<sup>3</sup> {The statutory definition (ORS 342.704) for sexual harassment includes separate definitions with slightly different language for students, staff members and third parties. The language used in this policy comes from OAR 581-021-0038(1). If the district would like to include the full statutory definition, it can do so.}

<sup>4</sup> “Third party” means a person who is not a student or a school or district staff member and who is: 1) on or immediately adjacent to school grounds or district property; 2) at a school-sponsored activity or program; or 3) off school grounds or district property if a student or a school or district staff member acts toward the person in a manner that creates a hostile environment for the person while on school or district property, or at a school- or district-sponsored activity.

<sup>5</sup> “Without consent” means an act performed: (a) without the knowing, voluntary and clear agreement by all parties to participate in the specific act; or (b) when a person who is a party to the act is incapacitated by drugs or alcohol; unconscious; or pressured through physical force, coercion or explicit or implied threats to participate in the act.

<sup>6</sup> {OAR 581-021-0038 requires that the policy include a “examples of harassing behaviors covered by policy”. The bracketed list in this policy reflects OSBA’s recommendations. The district has discretion in what is included in this list. If listing behaviors not reflected in OSBA recommendations, please have the list reviewed by the district’s legal counsel.}

<sup>7</sup> {The district must designate person(s) to receive reports or complaints regarding sexual harassment. More than one staff member may be designated to receive reports or complaints of sexual harassment.}

[This individual is] responsible for accepting and managing complaints of sexual harassment. Persons wishing to make a report should use the above contact information. The person[s] designated will coordinate the report with the procedures in administrative regulation AC-AR(1) – Discrimination or Civil Rights Complaint Procedure. [{}<sup>8</sup>] This person is also designated as the Title IX coordinator.]

## Response

Any staff member who becomes aware of behavior that may violate this policy shall [immediately] report to a district official. The district official (with coordination involving the reporting staff member when appropriate) will take any action necessary to ensure the:

1. Student is protected and to promote a nonhostile learning environment;
2. Staff member is protected and to promote a nonhostile work environment; or
3. Third party who is subjected to the behavior is protected and to promote a nonhostile environment.

This includes providing resources for support measures to the student, staff member or third party who was subjected to the behavior and taking any actions necessary to remove potential future impact on the student, staff member or third party, but are not retaliatory against the student, staff member or third party being harassed or the person who reported to the district official.

Any student or staff member who feels they are a victim of sexual harassment are encouraged to report their concerns to district officials, this includes officials such as the principal, compliance officer or superintendent. Students may also report concerns to a teacher, counselor or school nurse, who will promptly notify the appropriate district official.

## Investigation

All reports and complaints about behavior that may violate this policy shall be investigated. The district may use, but is not limited to, the following means for investigating incidents of possible harassment:

1. [Interviews with those involved];
2. Interviews with witnesses;
3. Review of video surveillance;
4. Review of written communications, including electronic communications;
5. Review of any physical evidence; and
6. Use of third-party investigator.]

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<sup>8</sup> {This must be communicated elsewhere, but it is a good reason to specify it here as well.}

The district will use [a reasonable person] standard when determining whether a hostile environment exists. [A hostile environment exists if a reasonable person with similar characteristics and under similar circumstances would consider the conduct to be so severe as to create a hostile environment. {<sup>9</sup>}]

The district may take, but is not limited to, the following procedures and remedial action to address and stop sexual harassment and prevent reoccurrence:

1. [Discipline of staff and students engaging in sexual harassment;
7. Removal of third parties engaged in sexual harassment;
8. Additional supervision in activities;
9. Additional controls for district electronic systems;
10. Trainings and education for staff and students; and
11. Increased notifications regarding district procedures and resources.]

When a student or staff member is harassed by a third party, the district will consider the following:

1. [Removing that third party's ability to contract or volunteer with the district, or be present on district property;
12. If the third party works for an entity that contracts with the district, communicating with the third party's employer;
13. If the third party is a student of another district or school, communicate information related to the incident to the other district or school;
14. Limiting attendance at district events; and
15. Providing for additional supervision, including law enforcement if necessary, at district events.]

### **No Retaliation**

Retaliation against persons who initiate complaint or otherwise report sexual harassment or who participate in an investigation or other related activities is prohibited. The initiation of a complaint, reporting of behavior, or participation in an investigation, in good faith about behavior that may violate this policy may not adversely affect the:

1. Educational assignments or educational environment of a student or other person initiating the complaint, reporting the behavior, or participating in the investigation; or

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<sup>9</sup> {OSBA strongly recommends that the Board receive input from district administration prior to adopting a standard here. Of note, Title IX's definition of sexual harassment includes "unwelcome conduct determined by a reasonable person to be..." 34 CFR 106.30(a), emphasis added. It is important to consider the different definitions under Oregon law and Title IX when determining which standards will apply for the Oregon process.}

16. Any terms or conditions of employment or of work or educational environment of a school or district staff member or other person initiating the complaint, reporting the behavior, or participating in the investigation.

Students who initiate a complaint or otherwise report harassment covered by the policy or who participate in an investigation may not be disciplined for violations of the district's drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered because of the report or investigation, unless the student gave another person alcohol or drugs without the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct.

### Notice

When a person<sup>10</sup> who may have been affected by this policy files a complaint or otherwise reports behavior that may violate the policy, the district shall provide written notification to the following:

1. Each reporting person;
17. If appropriate, any impacted person who is not a reporting person;
18. Each reported person; and
19. Where applicable, a parent or legal guardian of a reporting person, impacted person, or reported person.

The written notification must include<sup>11</sup>:

1. Name and contact information for all person designated by the district to receive complaints;
2. The rights of the person that the notification is going to;
3. Information about the internal complaint processes available through the school or district that the **person** who filed the complaint may pursue, including the person designated for the school or district for receiving complaints and any timelines;
4. Notice that civil and criminal remedies that are not provided by the school or district may be available to the person through the legal system and that those remedies may be subject to statutes of limitation;
5. Information about services available to the student or staff member through the school or district, including any counseling services, nursing services or peer advising;
6. Information about the privacy rights of the person and legally recognized exceptions to those rights for internal complaint processes and services available through the school or district;

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<sup>10</sup> Student, staff member, or third party, or if applicable, the student or third party's parent. If the person is a minor, the district should consider when to contact the person's parent.

<sup>11</sup> Remember confidentiality laws when providing any information.

7. Information about, and contact information for, services and resources that are available to the person, including but not limited to:
  - a. For the reporting person, state and community-based resources for persons who have experienced sexual harassment; or
  - b. For the reported persons, information about and contact information for state and community-based mental health services.
8. Notice that students who report about possible prohibited conduct and students who participate in an investigation under this policy may not be disciplined for violations of the district’s drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered as a result of a prohibited conduct report or investigation unless the student gave another person alcohol or drugs without the person’s knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct; and
9. Prohibition of retaliation.

Notification, to the extent allowable under state and federal student confidentiality laws, must be provided when the investigation is initiated and concluded. The notification at the conclusion must include whether a violation of the policy was found to have occurred.

The notice must:

1. Be written in plain language that is easy to understand;
20. Use print that is of a color, size and font that allows the notification to be easily read; and
21. Be made available to students, students’ parents, staff members and member of the public at each office, at the district office and on the website of the school or district.

**[Oregon Department of Education (ODE) Support**

The ODE will provide technical assistance and training upon request.]

**Publication**

This policy shall be made available to students, parents of students and staff members. This policy [and contact information for the Title IX coordinator] shall be prominently published in the [school] [district] student handbook and on the [school] [district] website. This policy shall also be made available at each school office and at the district office. The district shall post this policy on a sign in all grade 6 through 12 schools, on a sign that is at least 8.5 inches by 11 inches in size. A copy of the policy will be made available to any person upon request.

END OF POLICY

**Legal Reference(s):**

[ORS 243.706](#)  
[ORS 332.107](#)

[ORS 342.700](#)  
[ORS 342.704](#)

[ORS 342.708](#)  
[ORS 342.850](#)

[ORS 342.865](#)  
[ORS 659.850](#)  
[ORS 659A.006](#)

[ORS 659A.029](#)  
[ORS 659A.030](#)

[OAR 581-021-0038](#)  
[OAR 584-020-0040](#)  
[OAR 584-020-0041](#)

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018).

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018).

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020~~2024~~).

Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999).

Gebser v. Lago Vista Indep. Sch. Dist., 524 U.S. 274 (1998).

s. JBA/GBN-AR (Delete) - Sexual Harassment Complaint Procedure

# OSBA Model Sample Administrative Regulation

Code: JBA/GBN-AR(1)  
Revised/Reviewed:

## Sexual Harassment Complaint Procedure

*(This AR is recommended for deletion.)*

{<sup>1</sup>} Reports and complaints of sexual harassment should be made to the following individual(s):

Name	Position	Phone	Email
_____	_____	_____	_____
_____	_____	_____	_____

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

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

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

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

**Step 3** If a complainant is not satisfied with the decision at Step 2, the complainant may submit a written appeal to the Board. Such appeal must be filed within [10] working days after receipt

<sup>1</sup>{ Align with same positions identified in policy.}

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

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

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

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

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

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

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

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<sup>2</sup> [If the Board chooses to accept the superintendent's decision as the district's final decision on the complaint, the superintendent's written decision must meet the requirements of OAR 581-022-2370(4)(b).]

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

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

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

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

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D

[Name of District]  
[Address] | [Phone]

SEXUAL HARASSMENT COMPLAINT FORM

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

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

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

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

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

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

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

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

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

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

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

D

[Name of District]  
[Address] | [Phone]

WITNESS DISCLOSURE FORM

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

E

t. JBA/GBN-AR (Delete) - Federal Law (Title IX) Sexual Harassment Complaint Procedure

# OSBA Model Sample Administrative Regulation

Code: JBA/GBN-AR(2)  
Adopted:

## Federal Law (Title IX) Sexual Harassment Complaint Procedure

*(This AR is recommended for deletion.)*

### Additional Definitions

“Actual knowledge” means notice of sexual harassment or allegations of sexual harassment to the district’s Title IX Coordinator or any official of the district who has authority to institute corrective measures on behalf of the district, or to any employee of an elementary or secondary school.<sup>1</sup>

“Complainant” means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

“Formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent<sup>2</sup> and requesting that the district investigate the allegation of sexual harassment.<sup>3</sup>

“Supportive measures” means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient’s education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district’s educational environment, or deter sexual harassment.<sup>4</sup> The district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide supportive measures.

### Formal Complaint Procedures

Upon receipt of a formal complaint, the district will provide the parties<sup>5</sup> written notice of the following:

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<sup>1</sup> This standard is not met when the only official with knowledge is the respondent.

<sup>2</sup> “Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

<sup>3</sup> A complainant must be participating in or attempting to participate in the education program or activity of the district with which the formal complaint is filed.

<sup>4</sup> Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

<sup>5</sup> Parties include the complainant and the respondent, if known.

1. Notice of the district's grievance process, including any informal resolution process.
2. Notice of the allegations of sexual harassment potentially constituting sexual harassment, including sufficient details<sup>6</sup> known at the time and with sufficient time to prepare a response before any initial interview.
3. That the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility be made at the conclusion of the grievance process.
4. That the parties may have an advisor of their choice, who may be, but is not required to be, an attorney.
5. The parties may inspect and review evidence.
6. A reference to any provision in the district's code of conduct<sup>{7}</sup> that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

The Title IX Coordinator will contact the complainant and the respondent to discuss supportive measures. If necessary, the Title IX Coordinator will arrange for an individualized safety and risk analysis. If necessary, a student or non-student employee may be removed or placed on leave.

### **Investigation**

The Title IX Coordinator will coordinate the district's investigation. The investigation must:

1. Include objective evaluation of all relevant evidence, including inculpatory and exculpatory evidence.
2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties.<sup>8</sup>
3. Provide an equal opportunity for the parties to present witnesses, and other inculpatory and exculpatory evidence.
4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.
5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the

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<sup>6</sup> Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known.

<sup>7</sup> { The district is encouraged to review Board policy JFC and codes of conduct found in handbooks for applicable language. }

<sup>8</sup> The district cannot access, consider, disclose, or otherwise use a party's records that are made of maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's capacity, and which are maintained in connection with the provision of treatment to the party, unless the district obtains the party's (or eligible student's parent's) voluntary, written consent to do so.

advisor of their choice.<sup>9</sup> The district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties.

6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate.
7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint.<sup>10</sup> Prior to completion of the investigative report, the district must send to each party and party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 days to submit a written response, which the investigator will consider prior to completion of the investigative report;
8. Create an investigative report that fairly summarizes relevant evidence and is sent to each party and party's advisor in electronic format or hard copy at least 10 days prior to any hearing (if required or provided) or other time of determination of responsibility. The party and advisor will be allowed to review and provide a written response.

After the district has sent the investigative report to the parties and before reaching a determination regarding responsibility, the decision maker(s) must afford each party the opportunity to submit written, relevant questions<sup>11</sup> that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.

Credibility determinations are not based on the person's status as a complainant, respondent or witness.

No person designated as a Title IX Coordinator, investigator, decision-maker, or any person designated by the district to facilitate an informal resolution process may have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

If, in the course of an investigation, the district decides to investigate allegations about the complainant or respondent that are not included in the notice previously provided, the district must provide notice of the additional allegations to the parties whose identities are known.

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<sup>9</sup> In addition to an advisor, complainants and respondents may also be entitled to other accompaniment as required by law or as necessary for conducting of grievance procedures, including but not limited to translators, services for students with disabilities and parents of minor students.

<sup>10</sup> This includes the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to the investigation. The district must make all such evidence subject to the parties' inspection and review available at any hearing to give each party equal opportunity to refer to such evidence during the hearing, including for purposes of cross-examination.

<sup>11</sup> Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the question and evidence concern specific incidents of the complainants prior sexual behavior with respect to the respondent and are offered to prove consent.

At no point in the process will the district, or anyone participating on behalf of the district, require, allow, rely upon, or otherwise use questions or evidence that constitutes, or seeks disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

## **Determination of Responsibility**

The respondent must be deemed to be not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

The standard to be used for formal complaints in determining whether a violation has occurred is the [preponderance of the evidence<sup>12</sup>] [clear and convincing evidence<sup>13</sup>] standard.

The person deciding the question of responsibility (the “decision-maker”) must be someone other than the Title IX Coordinator or the investigator(s). The decision-maker must issue a written determination which must include:

1. Identification of the allegations potentially constituting sexual harassment;
9. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather evidence, and hearings held;
10. Findings of fact supporting the determination;
11. Conclusions regarding the application of the district’s code of conduct to the facts;
12. A statement of, and rationale for, the result as to each allegation, including:
  - a. A determination regarding responsibility;
  - b. Any disciplinary sanctions the district imposes on the respondent; and
  - c. Whether remedies designed to restore or preserve equal access to the district’s education program or activity will be provided by the district to the complainant; and
13. The district’s procedures and permissible bases for the complainant and respondent to appeal.

The district must provide the written determination to the parties simultaneously.

The determination regarding responsibility becomes final either on the date that the recipient provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

## **Remedies**

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<sup>12</sup> A preponderance of the evidence standard is understood to mean concluding that a fact is more likely than not to be true. U.S. Department of Education, Title IX Regulations commentary, p. 1268, FN 1409.

<sup>13</sup> A clear and convincing evidence standard of evidence is understood to mean concluding that a fact is highly probable to be true. U.S. Department of Education, Title IX Regulations commentary, p. 1268, FN 1409.

The Title IX Coordinator is responsible for effective implementation of any remedies.

The disciplinary sanctions<sup>14</sup> may include:

1. [Discipline up to and including suspension and expulsion;
2. Removal from various activities, committees, extra-curricular, positions, etc.
3. Disqualification for awards and honors;
4. Discipline up to and including termination, in accordance with laws, agreements, contracts, handbooks, etc.]<sup>15</sup>

Other remedies may include:

1. [Educational programming][;][.]

### **Dismissal of a Formal Complaint**

The district must dismiss a formal complaint with regard to Title IX sexual harassment if the alleged conduct:

1. Would not constitute sexual harassment, even if proved;
2. Did not occur in the district's education program or activity<sup>16</sup>; or
3. Did not occur against a person in the United States.

The district may dismiss a formal complaint with regard to Title IX sexual harassment if at any time during the investigation or hearing, if provided:

1. A complainant notifies the Title IX Coordinator in writing that the complaint would like to withdraw the formal complaint or any allegations therein;
2. The respondent is no longer enrolled or employed by the district; or
3. Specific circumstances prevent the recipient from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

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<sup>14</sup> Districts should review any other disciplinary procedures and requirements prior to imposing any discipline, and should contact legal counsel with questions.

<sup>15</sup> It is important to keep supportive measures separate from disciplinary sanctions. Supportive measures must be "non-disciplinary" and "non-punitive."

<sup>16</sup> Includes locations, events, or circumstances over which the district exercised substantial control over both the respondent and the context in which the sexual harassment occurs[, and also includes any building owned or controlled by a student organization that is officially recognized by a postsecondary institution]. (Title 34 C.F.R. §106.44(a))

Upon dismissal of a formal complaint, the district must promptly send written notice of the dismissal and the reason(s) therefor simultaneously to the parties.

**The dismissal of a formal complaint under Title IX does not preclude the district from continuing any investigation and taking action under a different process. The district may have an obligation to continue an investigation and process under a different process.**

### **Consolidation of Complaints**

The district may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by one or more complainant against one or more respondents, or by one party against another party, where the allegations of sexual harassment arise out of the same facts or circumstances.

### **Informal Resolution**

If the district receives a formal complaint, at any time prior to reaching a determination regarding responsibility, the district may offer an optional informal resolution process, provided that the district:

1. Provides written notice to the parties disclosing:
  - a. The allegations;
  - b. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and
  - c. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
2. Obtains the parties' voluntary written consent to the informal resolution process; and
3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

### **Appeals**

Either party may file an appeal from a determination regarding responsibility or from a dismissal of a formal complaint, within [15] days of the decision, on the following bases:

1. Procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; or
3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
4. [Additional bases may be allowed, if made available equally to both parties.]

When an appeal is filed, the district must:

1. Notify the other party in writing;
2. Implement appeal procedures equally for both parties;
3. Ensure the decision-makers(s) for the appeal is not the same person as the decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;
4. Ensure the decision-maker for the appeal is free from conflicts of interest and bias;
5. Give both parties a reasonable equal opportunity to submit a written statement in support of, or challenging the outcome;
6. Issue a written decision describing the result of the appeal and the rationale for the result; and
7. Provide the written decision simultaneously to both parties.

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## Timelines

The district will complete the following portions of the grievance process within the specified timelines:

1. General grievance process (from receipt of formal complaint to determination of responsibility): [90] days;
2. Appeals (from receipt of appeal): [60] days;
3. Informal resolution process: [60] days.

Temporary delays of the grievance process, or limited extensions of time will be allowed for good cause<sup>17</sup> with written notice to the parties.

## Records

Records will be created and maintained in accordance with the requirements in Title 34 C.F.R. §106.45(a)(10).<sup>18</sup>

## Training

Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process must receive training on the definition of sexual harassment, the scope of the district's education program or activity, how to conduct an investigation and grievance process including hearings, appeals, and information resolution processes. The training must also include avoiding prejudgment of the facts at issue, conflicts of interest and bias.

Decision-makers must receive training on any technology to be used at a live hearing and on issues of relevance of questions and evidence, including when questions about evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant.

Investigators must receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.

Materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, must not rely on sex stereotypes, must promote impartial

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<sup>17</sup> Good cause may include considerations such as the absence of a party, a party's advisor or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities. (Title 34 C.F.R. § 106.45(b)(1)(v))

<sup>18</sup> This includes creating a record for each investigation. This record must include:

- Supportive measures, or reasons why the response was not clearly unreasonable under the circumstances;
- Basis for the conclusion that the district's response was not deliberately indifferent; and
- What measures were taken to restore or preserve equal access to the district's educational program or activity. (Title 34 C.F.R. § 106.45(a)(10)(ii))

Most records (including training) must be retained for at least seven years.

investigations and adjudications of formal complaints of sexual harassment and must be made publicly available on the district's website.<sup>{19}</sup>

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<sup>19</sup>{ If a district does not have a website, the district must make these materials available upon request for inspection by members of the public.}

u. JECA - Admission of Resident Students

# OSBA Model Sample Policy

Code: JECA  
Adopted:

## Admission of Resident Students\*\*

Resident students may be admitted under the following conditions:

1. A school-age student who lives within the district attendance area between the ages of 5 and 19 shall be allowed to attend school without paying tuition.
2. A student who turns 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. The Board may admit an otherwise eligible student 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 student is shown to be in need of additional education in order to receive a diploma or a modified diploma. This student may attend school without paying tuition for the remainder of the school year.
4. The Board shall admit an otherwise eligible student 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:
  - a. Has not yet received a regular high school diploma; or
  - b. Has received a modified diploma, an extended diploma or a certificate of attendance.
5. 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.
6. Students who are military children<sup>1</sup> are considered resident of the district, if the district is the district of military residence<sup>2</sup> for the military child. Parents 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 order.
7. The district **[will]** ~~[will not]~~ ~~[may, based on district criteria,]~~ deny regular school admission to a student who has become a resident student and who is under expulsion from another district for reasons other than a weapons policy violation.
8. The district shall deny, for at least one calendar year from the date of the expulsion, regular school admission to a student who has become a resident student and who is under expulsion from another district for a weapons policy violation.

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

<sup>2</sup> "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.

9. The district ~~[will]~~ **[will not]** ~~[may, based on district criteria,]~~ provide alternative programs of instruction to a student who has become a resident student and who is under expulsion from another district for a weapons policy violation.

END OF POLICY

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**Legal Reference(s):**

[ORS 109.056](#)  
[ORS 327.006](#)

[ORS 339.115](#)  
[ORS 339.133](#)

[ORS 339.134](#)  
[ORS 339.139](#)  
[ORS 433.26](#)

v. JFE - Pregnant and/or Parenting Students

# JFEOSBA Model Sample Policy

Code: JFE  
Adopted:

## **Pregnant and/or Parenting Students\*\***

{Required policy. The requirement for policy comes from ORS 336.640.}

The district shall not discriminate in its education program or activity against any student based on their current, potential, or past pregnancy, parenting, or related conditions. No pregnant or parenting student shall be excluded from the public schools on the basis of pregnancy or parenthood. A pregnant and/or parenting student shall be encouraged to continue with an educational program and to participate in all district-sponsored activities. The district shall ensure that pregnant and/or parenting students receive special services as necessitated by their condition.

Neither pregnancy nor parenting constitute an exemption from Oregon compulsory attendance law.

The district shall, in considering and obtaining special services for pregnant and/or parenting students:

Inform pregnant and/or parenting students and their parents of the availability of such services in the district, education service district or in the community.

Facilitate the provision of such services, including counseling, life skills and parenting education, childcare, transportation, career development and health and nutrition services to pregnant and/or parenting students.

Inform pregnant and/or parenting students and their parents of the availability of resources provided by other agencies, including health and social services.

Provide educational programs and schedules that address the individual learning styles and needs of pregnant and/or parenting students.

Develop individualized educational programs or services, or both, to address the needs of pregnant and/or parenting students when their educational needs cannot be met by the regularly provided school program.

[When a district employee is notified of a student's pregnancy or related condition by the student or a person who has a legal right to act on behalf of the student, the employee will provide notice to that person. The notice will include:

1. The Title IX Coordinator's contact information;
2. That the Title IX Coordinator can coordinate specific actions to prevent discrimination and ensure the student's equal access to the district's education program or activity;
3. The district's responsibilities under Title IX; and
4. The district's notice of nondiscrimination.]

[The student will be allowed access to a lactation space<sup>1</sup> [described in Board policy GBDA – Expression of Milk [or Breastfeeding in the Workplace]].]

The superintendent [or designee] will develop guidelines<sup>{2}</sup> necessary to ensure compliance with the provisions of state and federal law.

END OF POLICY

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**Legal Reference(s):**

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<sup>1</sup> A lactation space must be a space other than a bathroom, that is clean, shielded from view, free from intrusion from others, and may be used by a student for expressing breast milk or breastfeeding as needed. (34 CFR 106.40(b)(3)(v))

<sup>2</sup> {Guidelines are required according to ORS 336.640 but does not rise to the level of an administrative regulation. A sample form is available to support developing a student's required individual written plan (OAR 581-023-0100(3)).}

[ORS 336.640](#)  
[ORS 339.010](#)

[ORS 339.030](#)  
[OAR 581-021-0046](#)

[OAR 581-023-0100\(3\)](#)

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683, 1701, 1703-1705, 1720 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2024).

w. JFE-AR - Individualized Plan for Pregnant and/or Parenting Students

# OSBA Model Sample Administrative Regulation

Code: JFE-AR  
Revised/Reviewed:

## Individualized Plan for Pregnant and/or Parenting **Students**

District \_\_\_\_\_ Date \_\_\_\_\_

School \_\_\_\_\_

### Student Information

Student name: \_\_\_\_\_

Age: \_\_\_\_\_ Date of birth: \_\_\_\_\_

Pregnant? Yes  No  Due date: \_\_\_\_\_

Parenting? Yes  No  No. of children: \_\_\_\_\_ Ages: \_\_\_\_\_

Living situation: \_\_\_\_\_

Sources of financial support: \_\_\_\_\_

Education status: Grade completed  6  7  8  9  10  11  12

On track for graduation?  Yes  No Number of credits **needed to be on track?** \_\_\_\_\_

Date of enrollment in individualized plan: \_\_\_\_\_

### Program Information

Check whether service is to be provided and paid for by family, school or agency. If agency, please indicate source. Briefly describe service to be provided.

#### Education

Provided by:

- Family
- School
- Agency

Paid for by:

- Family
- School
- Agency

#### Description

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

#### Transportation

Provided by:

- Family

Paid for by:

- Family

#### Description

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

- School
- Agency

- School
- Agency

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**Child Care**

Provided by:

- Family
- School
- Agency

Paid for by:

- Family
- School
- Agency

**Description**

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**Life Skills Training**

Provided by:

- Family
- School
- Agency

Paid for by:

- Family
- School
- Agency

**Description**

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**Parenting Education**

Provided by:

- Family
- School
- Agency

Paid for by:

- Family
- School
- Agency

**Description**

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**Career Development**

Provided by:

- Family
- School
- Agency

Paid for by:

- Family
- School
- Agency

**Description**

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**Health and Nutrition Services**

Provided by:

- Family
- School
- Agency

Paid for by:

- Family
- School
- Agency

**Description**

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**Counseling**

Provided by:

- Family
- School
- Agency

Paid for by:

- Family
- School
- Agency

**Description**

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**Other Social Services**

**Description**

Provided by:

- Family
- School
- Agency

Paid for by:

- Family
- School
- Agency

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I have been informed of the services available for pregnant and/or parenting students in the district and I have received information about the availability of resources provided by other agencies, including health and social services.

\_\_\_\_\_  
Signature of student

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of parent/guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of school representative

\_\_\_\_\_  
Date

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### Termination Data

Date of termination from program: \_\_\_\_\_

Reason (check one):     Nonattendance    Moved    Completed diploma<sup>1</sup>    Completed GED  
                                   Returned to regular school program  
                                   Other \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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<sup>1</sup> A “diploma,” as it pertains to Board policy JFE – Pregnant and/or Parenting Students, means a diploma, a modified diploma, or an extended diploma, or an alternative certificate.

- x. JHCD - Medications
- y. JHCD-AR - Medications

# OSBA Model Sample Administrative Regulation

Code: JHCD-AR  
Adopted:

## Medications\*\*/\*

{Required administrative regulation. The requirement comes from ORS 339.866 (2).}

Students may, subject to the provisions of this administrative regulation, have prescription or nonprescription medication administered by designated district personnel, or may be permitted to administer prescription or nonprescription medication to themselves.

### 1. Definitions<sup>1</sup>

- a. ["Administer" means the direct application of a drug or device whether by injection, inhalation, ingestion, or any other means, to the body of a patient or research subject by: (1) a practitioner or the practitioner's authorized agent; or (2) the patient or research subject at the direction of the practitioner. (ORS 689.005)]
- b. "Adrenal crisis" means a sudden, severe worsening of symptoms associated with adrenal insufficiency, such as severe pain in the lower back, abdomen or legs, vomiting, diarrhea, dehydration, low blood pressure or loss of consciousness. (ORS 433.800)
- c. "Adrenal insufficiency" means a hormonal disorder that occurs when the adrenal glands do not produce enough adrenal hormones. (ORS 433.800)
- d. "Asthma" means a chronic inflammatory disorder of the airways that requires ongoing medical intervention. (ORS 339.866)
- e. "Delegation" means a formal delegation of a nursing procedure by a registered nurse to district personnel in accordance with the Oregon Nurse Practice Act. (OAR Chapter 851)
- f. "Designated personnel" means the school personnel designated and trained to administer medication pursuant to district policy and procedure.
- g. "Medication" means medication that is not injected; premeasured doses of epinephrine that are injected; medication that is available for treating adrenal insufficiency; and Naloxone or any similar medication that is in any form available for safe administration and that is designed to rapidly reverse an overdose of an opioid drug. "Medication" also means any prescription for bronchodilators or autoinjectable epinephrine prescribed by a student's Oregon licensed health care professional for asthma or severe allergies. "Medication" does not include nonprescription sunscreen. (ORS 339.866; ORS 339.867)
- h. "Nonprescription medication" means nonprescription drugs as defined in ORS 689.005, which means drugs that may be sold without prescription and that are prepackaged for use by the consumer and labeled in accordance with the requirements of the statutes and regulations of this state and the federal government. (OAR 581-021-0037)
- i. "Notice of a diagnosis of adrenal insufficiency" means written notice to the district from the parent or guardian of a student who has been diagnosed as adrenal insufficient with a copy of an order from the student's primary care provider that includes the student's diagnosis, description of symptoms indicating the student is in crisis, prescription for medication to treat

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<sup>1</sup> There are several laws that apply to medications in schools. Some of these laws have unique definitions that may apply in specific situations. If the applicable law uses a definition that varies from the definition here, use the definition in the law.

adrenal insufficiency crisis, and instructions for follow-up care after medication to treat adrenal insufficiency crisis has been administered. (OAR 581-021-0037)

- j. **["Opioid overdose" means a medical condition that causes depressed consciousness, depressed respiratory function or the impairment of vital bodily functions as a result of ingesting opioids. (ORS 689.800)]**
- k. "Prescriber"<sup>2</sup> means a "practitioner" as defined in ORS 689.005, which means a person licensed and operating within the scope of such license to prescribe, dispense, conduct research with respect to or administer drugs in the course of professional practice or research: (a) in this state; or (b) in another state or territory of the U.S. if the person does not reside in Oregon and is registered under the federal Controlled Substances Act. (OAR 581-021-0037)
- l. "Prescription medication" means a "prescription drug" as defined in ORS 689.005, which means a drug that is: required by federal law, prior to being dispensed or delivered, to be labeled with "Caution: Federal law prohibited dispensing without prescription" or "Caution: Federal law restricts this drug to use by or on the order of a licensed veterinarian"; or required by any applicable federal or state law or regulation to be dispensed on prescription only or is restricted to use by practitioners only.
- m. "Severe allergy" means a life-threatening hypersensitivity to a specific substance such as food, pollen, or dust. (ORS 339.866)
- n. "Short-acting opioid antagonist" means any short-acting drug approved by the U.S. Food and Drug Administration for the complete or partial reversal of an opioid overdose. (ORS 689.800)

## 2. Designated Staff/Training

- a. Medications, including injectable medications, may be administered by trained personnel as part of a formal delegation by a registered nurse.
- b. The principal, in consultation with the school nurse, will designate district personnel authorized to administer prescription or nonprescription medication to a student which takes into account when the student is in school, at a district-sponsored activity, under the supervision of district personnel, or in transit to or from school-or district-sponsored activities, and may include when a student is in a before-school or after-school care program on school-owned property when required by law. The principal will supervise and ensure building and activity practices and procedures are consistent with the requirements of law, rules, policy and this administrative regulation.
- c. The district will provide staff who are designated personnel to administer prescription or nonprescription medication access to a school nurse.
- d. The principal will ensure the annual training required by Oregon law is provided to designated district personnel. Training must be conducted by a qualified trainer, which is a person who is familiar with the delivery of health services in a school setting and who is either a registered nurse licensed by the Oregon State Board of Nursing or a prescriber. District personnel designated to administer epinephrine, glucagon, and medication to treat adrenal insufficiency shall be trained using related training developed by the Oregon Health Authority (OHA). The first training and every third training thereafter shall be provided in-person<sup>3</sup>. During

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<sup>2</sup> A registered nurse who is employed by a district or local public health authority to provide nursing services at a district may accept an order from a physician licensed to practice medicine or osteopathy in another state or territory of the U.S. if the order is related to the care or treatment of a student who has been enrolled at the district for not more than 90 days.

<sup>3</sup> An online training may qualify as "in-person" when these measures are met: content is provided via synchronous, interactive online sessions with a trainer and learners visible on screen; trainers must be licensed and work within their scope of practice;

subsequent years, designated district personnel may complete an online training so long as a trainer is available following the training to answer questions and provide clarification.

- e. The training for district personnel will provide an overview of applicable provisions of Oregon law, administrative rules, district policy and administrative regulations and include, but not be limited to, discussion of the following: safe storage, administration, handling and disposing of medications; accessibility of medication during an emergency; record keeping; whether response to medication should be monitored by designated personnel and the role of designated personnel in such monitoring; emergency medical response procedures following administration of the medication; confidentiality of health information; and assessment of gained knowledge. Training as recommended and/or approved by ODE will be used.
- f. The district shall maintain documentation of district personnel's completion of training in accordance with OAR 166-400-0010.

### 3. Administering Premeasured Doses of Epinephrine to a Student or Other Individual

A premeasured dose of epinephrine may be administered by trained district personnel to any student or other individual on district premises who the person believes in good faith is experiencing a severe allergic response, regardless of whether the student or individual has a prescription for epinephrine.

### 4. Administering Short-Acting Opioid Antagonists

{<sup>4</sup>} A short-acting opioid antagonist may be administered by any district personnel<sup>5</sup> to any student or other individual, on school premises who the individual administering the short-acting opioid antagonist believes in good faith is experiencing an overdose of an opioid drug.

The [principal] [or ~~school~~] [district] nurse] shall immediately notify the parent or guardian of a minor student enrolled in a school within the district when a short-acting opioid antagonist is administered to the student while at school, on school property under the jurisdiction of the district or at any activity under the jurisdiction of the district.]

The district shall provide to the parent or legal guardian of each minor student enrolled in a school in the district information regarding short-acting opioid antagonists. The information will include at least:

- a. A description of short-acting opioid antagonists and their purpose;
- b. A statement regarding, in an emergency situation, the risks of administering to an individual a short-acting opioid antagonist and the risks of not administering to an individual a short-acting opioid antagonist;

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and include in-person, skills demonstration for training developed by the Oregon Health Authority for epinephrine, glucagon, and for medication to treat adrenal insufficiency.

<sup>4</sup> {If the district plans to provide for, and administer a short-acting opioid antagonist, this bracketed language is highly recommended. If the district does not intend to provide and/or administer this medication, there is no requirement to include this language.}

<sup>5</sup> Including district personnel who have not received medication administration training.

- c. A statement identifying which schools in the district, if any, have short-acting opioid antagonists, and the necessary medical supplies to administer short-acting opioid antagonists, onsite and available for emergency situations; and
- d. A statement that a representative of the district may administer a short-acting opioid antagonist to a student in an emergency if the student appears to be unconscious and experiencing an opioid overdose.

5. Administering of Medication to a Student Experiencing Symptoms of Adrenal Crisis

A student experiencing symptoms of adrenal crisis while the student is in school, at a district-sponsored activity, while under the supervision of school personnel, in a before-school or after-school care program on school-owned property and/or in transit to or from a school or a district-sponsored activity, may be treated by designated personnel and shall be subject to the following:

- a. Upon notice of a diagnosis of adrenal insufficiency, as defined in Oregon Administrative Rule (OAR) 581-021-0037, the building principal of the school the student attends will designate one or more district personnel to receive training and be responsible for administering the medication to treat adrenal insufficiency to a student in the event the student exhibits symptoms the district personnel believe in good faith indicate the student is experiencing symptoms of adrenal crisis;
- b. The designated personnel will successfully complete required training to administer medication to treat a student who has adrenal insufficiency and is experiencing symptoms of adrenal crisis;
- c. The student’s parent or guardian must provide adequate supply of the student’s prescribed medication to the district;
- d. The district will develop an individualized health care plan for the student;
- e. In the event that a student experiences symptoms of adrenal crisis and the designated personnel determines the medication to treat adrenal insufficiency should be administered, any available district staff member will immediately call 911 and the student’s parent or guardian.

6. Administering Medication to a Student

- a. A request to permit designated personnel to administer medication to a student may be approved by the district and is subject to the following:
  - (1) A written request for designated personnel to administer prescription medication to a student, if because of the prescribed frequency or schedule, the medication must be given while the student is in school, at a school-sponsored activity, while under the supervision of school personnel and in transit to or from school or a school-sponsored activity, must be submitted to the school office and shall include:
    - (a) The written permission of the student’s parent or guardian; and
    - (b) The written instruction from the prescriber for the administration of the medication to the student that includes:
      - (i) Name of the student;
      - (ii) Name of the medication;
      - (iii) Method of administration;

- (iv) Dosage;
- (v) Frequency of administration;
- (vi) Other special instructions from the prescriber, if any; and
- (vii) Signature of the prescriber.

The prescription medication is provided in the original prescription packaging by the student's parent or guardian. The prescription label prepared by a pharmacist at the direction of the prescriber, will be sufficient to meet this requirement if it contains the information listed in (i)-(vi) above.

- (2) A written request for designated personnel to administer nonprescription medication to a student must be submitted to the school office and is subject to the following:
  - (a) The nonprescription medication is necessary for the student to remain in school;
  - (b) The nonprescription medication is:
    - (i) Provided in the original manufacturer's container by the student's parent or guardian; or
    - (ii) Is part of the district's stock medication program in compliance with the Oregon Board of Pharmacy rules including OAR 855-035-0005.
  - (c) The written instruction and permission from the student's parent or guardian for the administration of the nonprescription medication<sup>6</sup> includes:
    - (i) Name of the student;
    - (ii) Name of the medication;
    - (iii) Method of administration;
    - (iv) Dosage;
    - (v) Frequency of administration;
    - (vi) Other special instructions, if any; and
    - (vii) Signature of the student's parent or guardian.

If the written instruction is not consistent with the manufacturer's guidelines for the nonprescription medication, the written instruction must also include a written order allowing the inconsistent administration signed by a prescriber.

- (d) If the nonprescription medication is not approved by the Food and Drug Administration (FDA), a written order from the student's prescriber is required and will include:
  - (i) Name of the student;
  - (ii) Name of the medication;
  - (iii) Dosage;
  - (iv) Method of administration;
  - (v) Frequency of administration;

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<sup>6</sup> For nonprescription medication that is not approved by the Food and Drug Administration (FDA), see requirements in 6.a.(2)(d).

- (vi) A statement that the medication must be administered while the student is in school;
  - (vii) Other special instructions, if any; and
  - (viii) Signature of the prescriber.
- b. The principal or designee will require an individualized health care plan or allergy plan be developed for every student with a need to manage asthma or a known life-threatening allergy. A plan will include protocols for preventing exposures to allergens and procedures for responding to life-threatening allergic responses, and include provisions for administering medication and/or responding to emergency situations while the student is in school, at a school-sponsored activity, under the supervision of school personnel, in a before-school or after-school care program on school-owned property and in transit to or from school or a school-sponsored activity;
  - c. A student being administered a medication may be monitored by designated personnel to monitor the student's response to the medication;
  - d. A determination will be made by the district on if or when the student may self-carry prescription medication if the student has not been approved to self-administer medication;
  - e. It is the student's parent or guardian's responsibility to ensure that an adequate amount of medication is on hand at the school for the duration of the student's need to take medication;
  - f. It is the student's parent or guardian's responsibility to ensure that the school is informed in writing of any changes in medication instructions;
  - g. In the event a student refuses medication, the parent or guardian will be notified immediately. No attempt will be made to administer medication to a student who refuses a medication;
  - h. Any error in administration of a medication will be reported to the parent or guardian immediately and documented on a medication administration record. Errors include, but are not limited to, administering medication to the wrong student, administering the wrong medication, dose, frequency of administration or method of administration;
  - i. Medication shall not be administered until the necessary permission form and written instructions have been submitted and received as required by the district.

## 7. Administration of Medication by a Student to Themselves

- a. A student, including a student in grade K through 12 with asthma or severe allergies, may be permitted to administer prescription or nonprescription medication to themselves without assistance from designated personnel and is subject to the following:
  - (1) A student must demonstrate the ability, developmentally and behaviorally, to self-administer prescription medication and must have:
    - (a) The written permission from a parent or guardian and other documentation requested by the district must be submitted for self-medication of all prescription medications;
    - (b) If the student has asthma or a severe allergy, a medication that is prescribed by a prescriber and a written treatment plan developed by a prescriber or other Oregon licensed health care professional for managing of the student's asthma, diabetes and/or severe allergy, and directs use by the student while the student is in school, at a school-sponsored activity, while under the supervision of school personnel, in a before-school or after-school care program on school-owned property and in

transit to or from school or a school-sponsored activity. The prescriber will include acknowledgment that the student has been instructed in the correct and responsible use of the prescribed medication;

- (c) The permission to self-administer the medication from a building administrator and a prescriber or registered nurse practicing in a district setting.
- (2) A student must demonstrate the ability, developmentally and behaviorally, to self-administer nonprescription medication<sup>7</sup> and must have:
- (a) The written permission of the student's parent or guardian;
  - (b) The student's name affixed to the manufacturer's original container; and
  - (c) The permission to self-administer medication from a building administrator.
- (3) A student must demonstrate the ability, developmentally and behaviorally, to self-administer nonprescription medication that is not approved by the FDA and must have:
- (a) The written permission of the student's parent or guardian; and
  - (b) A written order from the student's prescriber that includes:
    - (i) Name of the student;
    - (ii) Name of the medication;
    - (iii) Dosage;
    - (iv) Method of administration;
    - (v) Frequency of administration;
    - (vi) A statement that the medication must be administered while the student is in school, at a district-sponsored activity, under the supervision of district personnel, or in transit to or from school or district-sponsored activities;
    - (vii) Other special instructions, if any; and
    - (viii) Signature of the prescriber.
- b. A determination will be made by the district on if or when the student may self-carry prescription medication if the student has not been approved to self-administer medication;
  - c. A student may have in their possession only the amount of medication needed for that school day, except for manufacturer's packaging that contains multiple dosage, the student may carry one package, such as, but not limited to, autoinjectable epinephrine or bronchodilators/inhalers;
  - d. The sharing and/or borrowing by a student of any medication with another student is strictly prohibited<sup>8</sup>;
  - e. The district personnel will request backup medication, when the medication is to treat a student's asthma or severe allergy emergency, from the student's parent or guardian. Backup medication, if provided by a student's parent or guardian, will be kept at the student's school in a location to which the student has immediate access in the event the student has an asthma and/or severe allergy emergency;

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<sup>7</sup> For nonprescription medication that is not approved by the Food and Drug Administration (FDA), see requirements in 7.a.(3).

<sup>8</sup> [Except for short-acting opioid antagonists.]

- f. A student shall not administer medication to themselves until the necessary permission form and written instructions have been submitted as required by the district;
  - g. The permission for a student to administer medication to themselves may be revoked if the student does not responsibly self-administer the medication or abuses the use of the medication as determined by district personnel;
  - h. A student may be subject to discipline, up to and including expulsion, as appropriate for violations of these procedures;
  - i. A student permitted to administer medication to themselves may be monitored by designated personnel to monitor the student's response to the medication[.] [;]
  - j. [The district allows the application of and use by students of nonprescription sunscreen, including sunscreen that contains para-aminobenzoic acid, without any required documentation from a licensed health care professional per ORS 339.874.]
8. Handling, Monitoring and Safe Storage of Medication Supplies for Administration of Medication
- a. Any medication must be delivered to the school in its original manufacturer's or current prescription container, accompanied by the permission form and written instructions, as required above.
  - b. Prescription medication must always be the most current prescription and kept in the original, labeled container.
  - c. Nonprescription medication must be kept in original manufacturer's bottle or box.
  - d. [Never administer medication sent to school in unlabeled containers.]
  - e. [Never repackage medication into a plastic bag or other container for any reason.]
  - f. [Medication in any form categorized as a sedative, stimulant, anti-convulsive, narcotic analgesic or psychotropic medication will be counted or measured by designated personnel or parent or guardian in the presence of another district employee upon receipt [and initialed by the two individuals who counted or witnessed the procedure], documented in the student's medication administration record (MAR) and routinely monitored during storage and administration. Any discrepancies will be reported to the ~~school~~ [district] nurse or principal immediately and documented in the student's MAR. For such medication not in capsule or tablet form, standard measuring and monitoring procedures will apply.]
  - g. Designated personnel will follow the written instructions of the prescriber and the student's parent or guardian, and training guidelines as may be recommended by ODE for administering all forms of prescription and/or nonprescription medications.
  - h. [Medication will be secured as follows:
    - (1) Nonrefrigerated medications will be stored in a locked cabinet, drawer or box in a secure area;
    - (2) Medications requiring refrigeration will be stored in a locked box in a refrigerator or in a separate refrigerator used solely for the storage of medication in a secure area;
    - (3) Access to medication storage keys will be limited to the principal and designated personnel.]
  - i. [Designated personnel will be responsible for monitoring all medication supplies and for ensuring medication is secure at all times, not left unattended after administering and that the medication container is properly sealed and returned to storage.]
  - j. When medication is running low or an inadequate dosage is on hand to administer the medication, the designated personnel will notify the student's parent or guardian immediately.

## 9. Emergency Response

- a. Designated personnel will immediately call 911 or other appropriate emergency medical response systems and administer first aid, as necessary, in the event of life-threatening side effects and allergic reactions, including the administration of epinephrine. The parent or guardian, ~~[school]~~ **[district] nurse** and principal will be notified immediately.
- b. Adverse reactions which result from district-administered medication or from student self-medication will be reported to the parent or guardian immediately.
- c. Any available district staff will immediately call 911 and the student's parent or guardian if the designated personnel believes the student is experiencing symptoms of adrenal crisis and plans to administer medication.
- d. Any available staff will immediately call 911 when a short-acting opioid antagonist is administered to any student or other individual on district premises.

## 10. Disposal of Medications

- a. **[Medication not picked up by the student's parent or guardian, at the end of the school year or within [five] school days of the end of the medication period, whichever is earlier, will be disposed of by designated personnel in the presence of another school employee. The medication may be disposed through a designated drug take-back collection program or in a nonrecoverable fashion as follows:**
  - (1) Medication will be removed from its original container and personal information will be destroyed;**
  - (2) Mix with an undesirable substance, e.g., coffee grounds, used cat litter;**
  - (3) Place in a plastic bag or other sealable container, e.g., such as an empty plastic container; and**
  - (4) Place the sealed container with the mixture in the trash as close to garbage pickup time as possible, to prevent theft and misuse.]**
- b. **[Prescriptions will never be flushed down the toilet or drain or burnt with other waste.]**
- c. **[Sharps and glass will be disposed of in accordance with state guidelines.]**
- d. **[All medication will be disposed of by designated personnel following DEQ guidelines and documented on the student's MAR as described below.]**

## 11. Transcribing, Recording and Record Keeping

- a. A medication administration record (MAR) will be maintained for each student administered medication by the district. **[The MAR will be in paper<sup>9</sup> or electronic form and will include, but not be limited to:**
  - (1) The full name of the student, date of birth, name of medication, dosage, method of administration, date and time of administration, frequency of administration and the name of the person administering the medication;**
  - (2) Student refusals of medication;**
  - (3) Errors in administration of medication;**

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<sup>9</sup> If a paper record is kept, the record will be documented in blue or black ink, and never in pencil or with use of white-out.

- (4) Incidents of emergency and minor adverse reaction by a student to medication;
  - (5) Discrepancies in medication supply;
  - (6) Disposal of medication including date, quantity, manner in which the medication was destroyed and the signature of the staff involved.]
- b. A MAR for medication administered as part of an IEP goal should be maintained in the IEP record at the end of each school year.
  - c. All records relating to administration of medications, including permissions and written instructions, will be maintained. Records will be retained in accordance with applicable provisions of OAR 166-400-0010(17) and OAR 166-400-0060(29).
  - d. All records relating to the training of designated district personnel will be maintained by the district in accordance with applicable provisions of OAR 166-400-0010.
  - e. Student health information will be kept confidential. Access shall be limited to those designated personnel authorized to administer medication to students, the student and their parent or guardian. Information may be shared with school personnel with a legitimate educational interest in the student or others authorized by the parent or guardian in writing or others as allowed under state and federal law.

### **[Non-liability Provisions for Administration of Prescription and Nonprescription Medications and Short-Acting Opioid Antagonists**

A school administrator, teacher or other school employee designated by the school administrator is not liable in a criminal action or for civil damages as a result of the administration of nonprescription medication, if the school administrator, teacher or other school employee in good faith administers nonprescription medication to a student pursuant to written permission and instructions of the student's parents or guardian.

A school administrator, teacher or other school employee designated by the school administrator is not liable in a criminal action or for civil damages as a result of the administration of prescription medication, if the school administrator, teacher or other school employee in compliance with the instructions of a physician, physician assistant, nurse practitioner, naturopathic physician or clinical nurse specialist, in good faith administers prescription medication to a student pursuant to written permission and instructions of the student's parents or guardian.

A person may not maintain an action for injury, death or loss that results from acts or omissions of a school administrator, teacher or other school employee during the administration of a short-acting opioid antagonist unless it is alleged and proved by the complaining party that the school administrator, teacher or other school employee was grossly negligent in administering the short-acting opioid antagonist unless other conditions exist and which are outlined in Oregon law in ORS 339.870.

The civil and criminal immunities provided for above do not apply to an act or omission accounting to gross negligence or willful and wanton misconduct.

### **Non-Liability Provisions for Self-Administration and Autoinjectable Epinephrine**

A school administrator, school nurse, teacher or other school employee designated by the school administrator is not liable in a criminal action or for civil damages as a result of a student's self-administration of medication, as described in ORS 339.866, if the school administrator, school nurse, teacher or other school employee, in compliance with the instructions of the student's Oregon

licensed health care professional, in good faith assists the student's self-administration of the medication, if the medication is available to the student pursuant to written permission and instructions of the student's parent, guardian or Oregon licensed health care professional.

A school administrator, school nurse, teacher or other school employee designated by the school administrator is not liable in a criminal action or for civil damages as a result of the use of medication if the school administrator, school nurse, teacher or other school employee in good faith administers autoinjectable epinephrine to a student or other individual with a severe allergy who is unable to self-administer the medication regardless of whether the student or individual has a prescription for epinephrine.

The district and the members of a district Board are not liable in a criminal action or for civil damages as a result of the use of medication if any person in good faith administers autoinjectable epinephrine to a student or other individual with a severe allergy who is unable to self-administer the medication, regardless of whether the student or individual has a prescription for epinephrine; and the person administered the autoinjectable epinephrine on school premises, including at a school, on school property under the jurisdiction of the district or at an activity under the jurisdiction of the district.

The civil and criminal immunities described above (which are identified in ORS 339.871) do not apply to an act or omission to gross negligence or willful and wanton misconduct.]

z. JHCD/JHCDA (Delete) - Medications

# OSBA Model Sample Policy

Code: JHCD/JHCDA  
Adopted:

## Medications\*\*/\*

*(This policy is recommended for deletion.)*

The district recognizes that administering a medication to a student and/or permitting a student to administer a medication to them self, may be necessary when the failure to take such medication during school hours would prevent the student from attending school, and recognizes a need to ensure the health and well-being of a student who requires regular doses or injections of a medication as a result of experiencing a life-threatening allergic reaction or adrenal crisis<sup>1</sup>, or a need to manage hypoglycemia, asthma or diabetes. Accordingly, the district may administer or a student may be permitted to administer to them self prescription (injectable and noninjectable) and/or nonprescription (noninjectable) medication at school.

The district shall designate personnel authorized to administer medications to students. Annual training shall be provided to designated personnel as required by law in accordance with guidelines approved by the Oregon Department of Education (ODE). When a licensed health care professional is not immediately available, trained personnel designated by the district may administer epinephrine, glucagon or another medication to a student as prescribed and/or allowed by Oregon law.

[Current first-aid and CPR cards are strongly encouraged for designated personnel.] [A current first-aid and CPR card is required for designated personnel.]

The district reserves the right to reject a request for administration of medication at school, either by district personnel or student self-administration, if the medication is not necessary for the student to remain in school.

The superintendent and/or designee will require that an individualized health care plan and allergy plan is developed for every student with a known life-threatening allergy or a need to manage asthma, and an individualized health care plan for every student for whom the district has been given proper notice of a diagnosis of adrenal insufficiency. Such a plan will include provisions for administering medication and/or responding to emergency situations while the student is in school, at a school-sponsored activity, under the supervision of school personnel, in a before-school or after-school care program on school-owned property and in transit to or from school or a school-sponsored activity.

A student may be allowed to self-administer a medication for asthma, diabetes, hypoglycemia or severe allergies as prescribed by an Oregon licensed health care professional, upon written and signed request of the parent or guardian and subject to age-appropriate guidelines. This self-administration provision also requires a written and signed confirmation the student has been instructed by the Oregon licensed health care professional on the proper use of and responsibilities for the prescribed medication. A request to the

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<sup>1</sup> Under proper notice given to the district by a student or student's parent or guardian.

district to administer or allow a student to self-administer prescription medication shall include a signed prescription and treatment plan from a prescriber<sup>2</sup>.

A request to the district to administer or allow a student to self-administer nonprescription medication that is not approved by the Federal Drug Administration (FDA) shall include a written order from the student's prescriber that meets the requirements of law.

A written request and permission form signed by a student's parent or guardian, unless the student is allowed to access medical care without parental consent under state law<sup>3</sup>, is required and will be kept on file.

If the student is deemed to have violated Board policy or medical protocol by the district, the district may revoke the permission given to a student to self-administer medication.

Prescription and nonprescription medication will be handled, stored, monitored, disposed of and records maintained in accordance with established district administrative regulations governing the administration of prescription or nonprescription medications to students, including procedures for the disposal of sharps and glass.

A process shall be established by which, upon parent or guardian written request, a backup prescribed autoinjectable epinephrine is kept at a reasonably, secure location in the student's classroom as provided by state law.

A premeasured dose of epinephrine may be administered by trained, designated personnel to any student or other individual on school premises who the person believes in good faith is experiencing a severe allergic reaction, regardless of whether the student or individual has a prescription for epinephrine.

[<sup>4</sup>Naloxone or any similar medication that is in any form available for safe administration and that is designed to rapidly reverse an overdose of an opioid drug may be administered by trained, designated personnel to any student or other individual on school premises who the person believes in good faith is experiencing an overdose of an opioid drug.]

This policy shall not prohibit, in any way, the administration of recognized first aid to a student by district employees in accordance with established state law, Board policy and administrative regulation.

A school administrator, teacher or other district employee designated by the school administrator is not liable in a criminal action or for civil damages as a result of the administration, in good faith and pursuant to state law, of prescription and/or nonprescription medication.

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<sup>2</sup> A registered nurse who is employed by a public or private school, ESD or local public health authority to provide nursing services at a public or private school may accept an order from a physician licensed to practice medicine or osteopathy in another state or territory of the U.S. if the order is related to the care or treatment of a student who has been enrolled at the school for not more than 90 days.

<sup>3</sup> Subject to ORS 109.610, 109.640 and 109.675.

<sup>4</sup>[ The district is not required to provide or administer this medication. If the district plans on providing and administering this medication this policy language and other associated bracketed policy language is required. If the district does not plan to provide or administer this medication, do not include this language or other associated bracketed language in this policy.]

A school administrator, school nurse, teacher or other district employee designated by the school administrator is not liable in a criminal action or for civil damages as a result of a student's self-administration of medication, as described in Oregon Revised Statute (ORS) 339.866, if that person in good faith and pursuant to state law, assisted the student in self-administration of the medication.

A school administrator, school nurse, teacher or other district employee designated by the school administration is not liable in a criminal action or for civil damages as a result of the use of medication if that person in good faith administers autoinjectable epinephrine to a student or other individual with a severe allergy who is unable to self-administer the medication, regardless of whether the student or individual has a prescription for epinephrine[, or administers naloxone or any similar medication that is in any form available for safe administration and that is designed to rapidly reverse an overdose of an opioid drug to a student or other individual who that person believes in good faith is experiencing an overdose of an opioid drug].

The district and the members of the Board are not liable in a criminal action or for civil damages as a result of the use of medication if any person in good faith, on school premises, including at a school, on school property under the jurisdiction of the district or at an activity under the jurisdiction of the district, administers autoinjectable epinephrine to a student or other individual with a severe allergy who is unable to self-administer the medication, regardless of whether the student or individual has a prescription for epinephrine[, or administers naloxone or any similar medication that is in any form available for safe administration and that is designed to rapidly reverse an overdose of an opioid drug to a student or other individual who the person believes in good faith is experiencing an overdose of an opioid drug].

The superintendent shall develop administrative regulations as needed to meet the requirements of law and the implementation of this policy.

END OF POLICY

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**Legal Reference(s):**

[ORS 109.610](#)  
[ORS 109.640](#)  
[ORS 109.675](#)  
[ORS 332.107](#)  
[ORS 339.866 - 339.871](#)

[ORS 433.800 - 433.830](#)  
[ORS 475.005 - 475.285](#)  
  
[OAR 166-400-0010\(17\)](#)  
[OAR 166-400-0060\(29\)](#)

[OAR 333-055-0000 -055-0115](#)  
[OAR 581-021-0037](#)  
[OAR 581-022-2220](#)  
[OAR 851-047-0030](#)  
[OAR 851-047-0040](#)

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2019).

OREGON HEALTH AUTHORITY AND OREGON DEPARTMENT OF EDUCATION, *Medication Administration: A Manual for School Personnel*.

aa. JHCD/JHCDA-AR (Delete) - Medications

# OSBA Model Sample Policy

Code: JHCD/JHCDA-AR  
Adopted:

## Medications\*\*/\*

*(This AR is recommended for deletion.)*

Students may, subject to the provisions of this administrative regulation, have prescription or nonprescription medication administered by designated personnel, or may be permitted to administer prescription or nonprescription medication to themselves.

### 1. Definitions

- a. “Medication” means any drug, chemical compound, suspension or preparation in suitable form for use as a curative or remedial substance taken internally or externally but not injected except for premeasured doses of epinephrine, medication to treat adrenal insufficiency and glucagon to treat severe hypoglycemia. Medication includes any prescription for bronchodilators or autoinjectable epinephrine prescribed by a student’s Oregon licensed health care professional for asthma or severe allergies. [<sup>1</sup>Medication also includes naloxone or any similar medication that is in any form available for the safe administration and that is designed to rapidly reverse an overdose of an opioid drug.]
- b. “Prescription medication” means any medication that under federal or state law requires a prescription by a prescriber.
- c. “Nonprescription medication” means medication that under federal law does not require a prescription from a prescriber.
- d. “Adrenal crisis” means adrenal crisis as defined in Oregon Revised Statute (ORS) 433.800.
- e. “Adrenal insufficiency” means adrenal insufficiency as defined in ORS 433.800.
- f. “Notice of a diagnosis of adrenal insufficiency” means written notice to the district from a student or the parent or guardian of a student who has been diagnosed as adrenal insufficient with a copy of an order from the student’s primary care provider that includes the student’s diagnosis, description of symptoms indicating the student is in crisis, prescription for medication to treat adrenal insufficiency crisis and instructions for follow-up care after medication to treat adrenal insufficiency crisis has been administered.
- g. “Prescriber<sup>2</sup>” means a doctor of medicine or osteopathy, a physician assistant licensed to practice by the Board of Medical Examiners for the state of Oregon, an Oregon-licensed, advance practice registered nurse with prescriptive authority, a dentist licensed by the Board of Dentistry for the state of Oregon, an optometrist licensed by the Board of Optometry for the

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<sup>1</sup>[ If the district plans to provide and/or administer naloxone in the district this language and other associated bracketed language is required. If the district does not plan to provide and/or administer naloxone in the district do not include this language or other associated bracketed language.]

<sup>2</sup> A registered nurse who is employed by a public or private school, ESD or local public health authority to provide nursing services at a public or private school may accept an order from a physician licensed to practice medicine or osteopathy in another state or territory of the U.S. if the order is related to the care or treatment of a student who has been enrolled at the school for not more than 90 days.

**D** state of Oregon, a naturopathic physician licensed by the Board of Naturopathy for the state of Oregon or a pharmacist licensed by the Board of Pharmacy for the state of Oregon.

h. “Qualified trainer” means a person who is familiar with the delivery of health services in a school setting and who is a registered nurse licensed by the Oregon State Board of Nursing, a doctor of medicine or osteopathy or a physician assistant licensed by the Board of Medical Examiners for the state of Oregon or a pharmacist licensed by the Board of Pharmacy for the state of Oregon.

**E** i. “Severe allergy” means a life-threatening hypersensitivity to a specific substance such as food, pollen, dust or insect sting.

j. “Asthma” means a chronic inflammatory disorder of the airways that requires ongoing medical intervention.

k. “Designated personnel” means the school personnel designated to administer medication pursuant to district policy and procedure.

## 2. Designated Staff/Training

**L** a. The principal will designate personnel authorized to administer prescription or nonprescription medication to a student while the student is in school, at a school-sponsored activity, under the supervision of school personnel, in a before-school or after-school care program on school-owned property and in transit to or from school or a school-sponsored activity, as required by Oregon law. The principal will supervise and ensure building and activity practices and procedures are consistent with the requirements of law, rules and this administrative regulation.

**E** b. The principal will ensure the training required by Oregon law is provided to designated personnel. Training must be conducted by a qualified trainer. Training will be provided annually to designated personnel authorized to administer medication to students. The first year and every third year of training requires in-person instruction; during the intervening years, designated personnel may complete an online training that has been approved by the Oregon Department of Education (ODE) so long as a trainer is available within a reasonable amount of time following the training to answer questions and provide clarification.

**T** c. Training will provide an overview of applicable provisions of Oregon law, administrative rules, district policy and administrative regulations and include, but not be limited to, the following: safe storage, handling, monitoring medication supplies, disposing of medications, record keeping and reporting of medication administration and errors in administration, emergency medical response for life-threatening side effects, allergic reactions or adrenal insufficiency and student confidentiality. Materials as recommended and/or approved by the ODE will be used.

**E** d. A copy of the district’s policy and administrative regulation will be provided to all staff authorized to administer medication to students and others, as appropriate.

e. [A statement that the designated personnel has received the required training will be signed by the staff member and filed in the district office.]

## 3. Administering Premeasured Doses of Epinephrine to a Student or Other Individual

A premeasured dose of epinephrine may be administered by trained, designated personnel to any student or other individual on school premises who the person believes in good faith is experiencing a severe allergic reaction, regardless of whether the student or individual has a prescription for epinephrine.

4. <sup>3</sup>Administering Naloxone or Other Similar Medication to a Student or Other Individual

Naloxone or any other similar medication that is in any form available for safe administration and that is designed to rapidly reverse an overdose of an opioid drug may be administered by trained, designated personnel to any student or other individual on school premises who the person believes in good faith is experiencing an opioid overdose.]

5. Administering of Medication to a Student Experiencing Symptoms of Adrenal Crisis

A student experiencing symptoms of adrenal crisis while the student is in school, at a school-sponsored activity, while under the supervision of school personnel, in a before-school or after-school care program on school-owned property and in transit to or from a school or a school-sponsored activity, may be treated by designated personnel and shall be subject to the following:

- a. Upon notice of a diagnosis of adrenal insufficiency, as defined in Oregon Administrative Rule (OAR) 581-021-0037, the building principal will designate one or more school personnel to be responsible for administering the medication to treat adrenal insufficiency;
- b. The designated personnel will successfully complete training to administer medication to treat a student who has adrenal insufficiency and is experiencing symptoms of adrenal crisis in accordance with the rules adopted by the Oregon Health Authority;
- c. The student or the student's parent or guardian must provide adequate supply of the student's prescribed medication to the district;
- d. The district will require the development of an individualized health care plan for the student that includes protocols for preventing exposures to allergens, and establishes if or when a student may self-carry prescription medication when the student has not been approved to self-administer medication;
- e. In the event that a student experiences symptoms of adrenal crisis and the designated personnel determines the medication to treat adrenal insufficiency should be administered, any available staff member will immediately call 911 and the student's parent or guardian.

6. Administering Medication to a Student

- a. A request to permit designated personnel to administer medication to a student may be approved by the district and is subject to the following:

- (1) A written request for designated personnel to administer prescription medication to a student, if because of the prescribed frequency or schedule, the medication must be given while the student is in school, at a school-sponsored activity, while under the supervision of school personnel and in transit to or from school or a school-sponsored activity, must be submitted to the school office and shall include:

- (a) The written permission of the student's parent or guardian or the student if the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675; and

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<sup>3</sup>[ Ibid. p. 1.]

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- (b) The written instruction from the prescriber for the administration of the medication to the student that includes:

- (i) Name of the student;
- (ii) Name of the medication;
- (iii) Method of administration;
- (iv) Dosage;
- (v) Frequency of administration;
- (vi) Other special instructions from the prescriber, if any; and
- (vii) Signature of the prescriber.

The prescription label prepared by a pharmacist at the direction of the prescriber, will be considered to meet this requirement if it contains the information listed in (i)-(vi) above.

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- (2) A written request for designated personnel to administer nonprescription medication to a student must be submitted to the school office and is subject to the following:

- (a) The nonprescription medication is necessary for the student to remain in school;
- (b) The nonprescription medication is provided in the original manufacturer's container by the parent or guardian of the student;
- (c) The written instruction from the student's parent or guardian for the administration of the nonprescription medication includes:

- (i) Name of the student;
- (ii) Name of the medication;
- (iii) Method of administration;
- (iv) Dosage;
- (v) Frequency of administration;
- (vi) Other special instructions, if any; and
- (vii) Signature of the student's parent or guardian.

If the written instruction is not consistent with the manufacturer's guidelines for the nonprescription medication, the written instruction must also include a written order allowing the inconsistent administration signed by a prescriber.

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- (d) If the nonprescription medication is not approved by the Food and Drug Administration (FDA), a written order from the student's prescriber is required and will include:

- (i) Name of the student;
- (ii) Name of the medication;
- (iii) Dosage;
- (iv) Method of administration;
- (v) Frequency of administration;
- (vi) A statement that the medication must be administered while the student is in school;
- (vii) Other special instructions, if any; and

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(viii) Signature of the prescriber.

- b. An individualized health care and allergy plan will be developed for a student with a known life-threatening allergy and will include protocols for preventing exposures to allergens and procedures for responding to life-threatening allergic reactions while the student is in school, at a school-sponsored activity, while under the supervision of school personnel, in a before-school or after-school care program on school-owned property and in transit to or from school or a school-sponsored activity, and will include a determination on if or when the student may self-carry prescription medication if the student has not been approved to self-administer medication;
- c. It is the student's parent or guardian's, or the student's if the student is allowed to seek medical care without parental consent, responsibility to ensure that an adequate amount of medication is on hand at the school for the duration of the student's need to take medication;
- d. It is the student's parent or guardian's, or the student's if the student is allowed to seek medical care without parental consent, responsibility to ensure that the school is informed in writing of any changes in medication instructions;
- e. In the event a student refuses medication, the parent or guardian will be notified immediately, except where a student is allowed to seek medical care without parental consent. No attempt will be made to administer medication to a student who refuses a medication;
- f. Any error in administration of a medication will be reported to the parent or guardian immediately, except where a student is allowed to seek medical care without parental consent[, and documentation will be made on the district's Accident/Incident Report form]. Errors include, but are not limited to, administering medication to the wrong student, administering the wrong medication, dose, frequency of administration or method of administration;
- g. Medication shall not be administered until the necessary permission form and written instructions have been submitted as required by the district.

7. Administration of Medication by a Student to Themselves

- a. A student, including a student in grade K through 12 with asthma or severe allergies, may be permitted to administer medication to themselves without assistance from designated personnel and is subject to the following:
  - (1) A student must demonstrate the ability, developmentally and behaviorally, to self-administer prescription medication and must have:
    - (a) A permission form from a parent or guardian, except when the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675, and other documentation requested by the district must be submitted for self-medication of all prescription medications;
    - (b) If the student has asthma, diabetes and/or a severe allergy, a medication that is prescribed by a prescriber and a written treatment plan developed by a prescriber or other Oregon licensed health care professional for managing of the student's asthma, diabetes and/or severe allergy, and directs use by the student while the student is in school, at a school-sponsored activity, while under the supervision of school personnel, in a before-school or after-school care program on school-owned property and in transit to or from school or a school-sponsored activity. The prescriber will include acknowledgment that the student has been instructed in the correct and responsible use of the prescribed medication;

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(c) The permission to self-administer the medication from a building administrator and a prescriber or registered nurse practicing in a school setting.

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(2) A student must demonstrate the ability, developmentally and behaviorally, to self-administer nonprescription medication and must have:

- (a) The written permission of the student's parent or guardian, except when the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675;
- (b) The student's name affixed to the manufacturer's original container; and
- (c) The permission to self-administer medication from a building administrator.

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(3) A student must demonstrate the ability, developmentally and behaviorally, to self-administer nonprescription medication that is not approved by the FDA and must have:

- (a) The written permission of the student's parent or guardian, except when the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675; and
- (b) A written order from the student's prescriber that includes:

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- (i) Name of the student;
- (ii) Name of the medication;
- (iii) Dosage;
- (iv) Method of administration;
- (v) Frequency of administration;
- (vi) A statement that the medication must be administered while the student is in school;
- (vii) Other special instructions, if any; and
- (viii) Signature of the prescriber.

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b. The student may have in their possession only the amount of medication needed for that school day, except for manufacturer's packaging that contains multiple dosage, the student may carry one package, such as, but not limited to, autoinjectable epinephrine or bronchodilators/inhalers;

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c. Sharing and/or borrowing of any medication with another student is strictly prohibited;

d. For a student who has been prescribed bronchodilators or epinephrine, the designated personnel will request that the parent or guardian provide backup medication for emergency use by that student. Backup medication, if provided, will be kept at the student's school in a location to which the student has immediate access in the event the student has an asthma and/or severe allergy emergency;

e. Upon written request from a parent or guardian, and with a prescriber's written statement that the lack of immediate access to a backup autoinjectable epinephrine may be life threatening to a student, and the location the school stores backup medication is not located in the student's classroom, a process shall be established to allow the backup autoinjectable epinephrine to be kept in a reasonably secure location in the student's classroom;

f. A student shall not administer medication to themselves until the necessary permission form and written instructions have been submitted as required by the district;

- g. Permission for a student to administer medication to themselves may be revoked if the student violates the Board policy and/or this administrative regulation;
- h. A student may be subject to discipline, up to and including expulsion, as appropriate;
- i. A student permitted to administer medication to themselves may be monitored by designated personnel to monitor the student's response to the medication.

8. Handling, Monitoring and Safe Storage of Medication Supplies for Administering Medication to Students

- a. Medication administered by designated personnel to a student or self-administered by a student, must be delivered to the school in its original container, accompanied by the permission form and written instructions, as required above.
- b. Medication in capsule or tablet form and categorized as a sedative, stimulant, anticonvulsant, narcotic analgesic or psychotropic medication will be counted by designated personnel in the presence of another district employee upon receipt, documented in the student's medication log and routinely monitored during storage and administration. Discrepancies will be reported to the principal immediately and documented in the student's medication log. For such medication not in capsule or tablet form, standard measuring and monitoring procedures will apply.
- c. Designated personnel will follow the written instructions of the prescriber and the student or the student's parent or guardian, and training guidelines as may be recommended by the ODE for administering all forms of prescription and/or nonprescription medications.
- d. Medication will be secured as follows:
  - (1) Nonrefrigerated medications will be stored in a locked cabinet, drawer or box [used solely for the storage of medication];
  - (2) Medications requiring refrigeration will be stored in a [locked box in a refrigerator] [separate refrigerator used solely for the storage of medication];
  - (3) Access to medication storage keys will be limited to the principal and designated personnel.
- e. Designated personnel will be responsible for monitoring all medication supplies and for ensuring medication is secure at all times, not left unattended after administering and that the medication container is properly sealed and returned to storage.
- f. In the event medication is running low or an inadequate dosage is on hand to administer the medication, the designated personnel will notify the student's parent or guardian or the student (in situations involving ORS 109.610, 109.640 and 109.675) immediately.

9. Emergency Response

- a. Designated personnel will notify 911 or other appropriate emergency medical response systems and administer first aid, as necessary, in the event of life-threatening side effects that result from district-administered medication or from student self-medication or allergic reactions. The parent or guardian[, school nurse] and principal will be notified immediately.
- b. Minor adverse reactions that result from district-administered medication or from student self-medication will be reported to the parent or guardian immediately, except when the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675.

**D** c. Any available district staff will immediately call 911 and the student's parent or guardian if the designated personnel believes the student is experiencing symptoms of adrenal crisis and plans to administer medication.

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10. Disposal of Medications

a. Medication not picked up by the student's parent or guardian, or the student when allowed pursuant to ORS 109.610, 109.640 and 109.675, at the end of the school year or within [five] school days of the end of the medication period, whichever is earlier, will be disposed of by designated personnel in a nonrecoverable fashion as follows:

- (1) Medication will be removed from its original container and personal information will be destroyed;
- (2) Solid medications will be crushed, mixed or dissolved in water, liquid medications will be mixed or dissolved in water; and
- (3) Mixed with an undesirable substance, e.g., coffee grounds, kitty litter, flour; and
- (4) Placed in impermeable non-descriptive containers, e.g., empty cans or sealable bags, and placed in the trash.

Prescriptions will be flushed down the toilet **only** if the accompanying patient information specifically instructs it is safe to do so.

Other medication will be disposed of in accordance with established training procedures including sharps and glass.

b. All medication will be disposed of by designated personnel in the presence of another school employee and documented as described in Section 10, below.

11. Transcribing, Recording and Record Keeping

a. A medication log will be maintained for each student administered medication by the district. The medication log will include, but not be limited to:

- (1) The name of the student, name of medication, dosage, method of administration, date and time of administration, frequency of administration and the name of the person administering the medication;
- (2) Student refusals of medication;
- (3) Errors in administration of medication;
- (4) Incidents of emergency and minor adverse reaction by a student to medication;
- (5) Discrepancies in medication supply;
- (6) Disposal of medication including date, quantity, manner in which the medication was destroyed and the signature of the staff involved.

b. All records relating to administration of medications, including permissions and written instructions, will be maintained in a separate medical file apart from the student's education record file unless otherwise related to the student's educational placement and/or individualized education program. Records will be retained in accordance with applicable provisions of OAR 166-400-0010(17) and OAR 166-400-0060(29).

c. Student health information will be kept confidential. Access shall be limited to those designated personnel authorized to administer medication to students, the student and their parent or guardian. Information may be shared with other staff with a legitimate educational

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interest in the student or others as may be authorized by the parent or guardian in writing or others as allowed under state and federal law.

8. **Second Reading**

- a. KL-AR - Public Complaint Procedure

# Alsea School District 7J

Code: KL-AR  
Revised/Reviewed: 6/13/17; 4/13/23  
Orig. Code(s): KL-AR

## Public Complaint Procedure

### Initiating a Complaint: Step One

Any member of the public who wishes to express a complaint should discuss the matter with the school employee involved.

### The Administrator: Step Two

If the complainant is unable to resolve a problem or concern at step one, within five working days of the meeting with the employee, the complainant may file the complaint using the form at the end of this administrative regulation, or the information on the form, either in writing or via email to the principal and/or supervisor. The principal and/or supervisor shall evaluate the evidence complaint and render a decision within five working days after receiving the complaint.

### The Superintendent: Step Three

If such a discussion with the principal and/or supervisor in Step 2 does not resolve the complaint, within 10 working days of the meeting with the principal and/or supervisor, the complainant, if he/she wishes to pursue the action, shall file the appeal using the form at the end of this administrative regulation, or the information on the form, either in writing or via email to the superintendent clearly stating the nature of the complaint and a suggested remedy. ~~(A form is available, but is not required.)~~

The superintendent shall investigate the complaint, confer with the complainant and the parties involved and prepare a written report of his/her findings and his/her conclusion and provide the written report to the complainant within 10 working days after receiving the written complaint.

### The Board: Step Four

If the complainant is dissatisfied with the superintendent's findings and conclusion, the complainant may appeal the decision to the Board within five working days of receiving the superintendent's decision. The appeal may be submitted to the Board in writing or via email expressing the desire for the Board to hold a hearing (the form is not required to appeal to the Board as the Board is at this time only deciding whether or not to hold a hearing). The Board may hold a hearing to review the findings and conclusion of the superintendent, to hear the complainant complaint and to hear and evaluate such any other evidence as it deems appropriate. Generally all parties involved, including the school administration, will be asked to attend such meeting for the purposes of presenting additional facts, making further explanations and clarifying the issues.

The Board may elect to hold the hearing in executive session if the subject matter qualifies under Oregon Revised Statutes.

The complainant shall be informed of the Board's decision within 20 working days from the hearing of the appeal by the Board. The Board's decision will be final.

The complaint procedure set out above will not be longer than 90 days from the filing date of the original complaint with the principal and/or supervisor.

Complaints against the principal and/or supervisor may be filed with the superintendent.

Complaints against the superintendent should be referred to the Board chair on behalf of the Board. The Board may refer the investigation to a third party. The Board chair shall present the complaint to the Board. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide in open session what action, if any, is warranted.

Complaints against the Board as a whole or against an individual Board member should be made to the Board chair and may be referred to district counsel on behalf of the Board. The Board chair shall present the complaint to the Board. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide in open session what action, if any, is warranted.

Complaints against the Board chair may be made directly to the Board vice chair on behalf of the Board. The Board vice chair shall present the complaint to the Board. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide in open session what action, if any, is warranted.

If a complaint alleges a violation of state standards or a violation of other statutory or administrative rule that the for which the State Superintendent of Public Instruction has appeal responsibilities, and the complaint is not resolved at the Board level, the district will supply the complainant with appropriate information in order to file a direct appeal to the State Superintendent as outlined in Oregon Administrative Rule (OAR) 581-022-1940.

**ALSEA SCHOOL DISTRICT  
COMPLAINT FORM**

TO:     District Office    \_\_\_\_\_ (Name of School)

Person Making Complaint \_\_\_\_\_

Telephone Number \_\_\_\_\_ Date \_\_\_\_\_

Nature of Complaint \_\_\_\_\_

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Who should we talk to and what evidence should we consider? \_\_\_\_\_

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Suggested solution/resolution/outcome: \_\_\_\_\_

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Office Use: Disposition of Complaint: \_\_\_\_\_

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

cc: District Office

9. **Board Comments**

10. **Future Agenda Items**

11. **Key Dates**

**School Board Appreciation Month - January**

**Dental Day K-12, January 15, 2025**

**No School - MLK Jr. Day, January 20, 2025**

**End of 2nd Quarter/1st Semester, January 23, 2025**

**Grading Day - No School, January 24, 2025**

**Strategic Planning Work Session, January 29, 2025 @ 4:15 PM**

**Regular School Board Meeting, February 11, 2025 @6:00 PM**

12. **Move to Executive Session**

- To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing. (ORS 192.6600.(2)(l))

13. **Return to Regular Session**

14. **Adjournment**