



Regular Board Session of the Board of Directors  
**BANKS SCHOOL DISTRICT 13**  
Banks, OR  
Monday, December 9, 2024

**Note:** The District will endeavor to provide the following services if requested 48 hours prior to the meeting: qualified bilingual interpreters or qualified sign language interpreters. These services are provided at no cost to recipient. To obtain services, call 503-324-8591 at least 48 hours prior to this meeting.

1. Preliminaries
  - 1.1. Call to Order
  - 1.2. Flag Salute
  - 1.3. Roll Call
  - 1.4. Public Welcome/Recognition

The Banks School District Board of Directors welcomes the public to our December 9th, 2024 Regular Business Meeting. The Board appreciates your participation in the education of our students and welcomes your continued engagement.
  - 1.5. Approval of Agenda
  - 1.6. Banks High School Leadership

Robby Harris, BHS Leadership
2. Recognitions
  - 2.1. Student Services Parent Night / Student Case Managers

Darla Waite-Larkin, Director of Student Performance
3. Audience Comment

The meeting will now be open to receive public comment. The Board appreciates community members sharing information during public comments. The Board will listen, and possibly ask clarifying questions but generally will not comment on information we hear from the audience. However, following the meeting, the chair, vice chair and superintendent will together determine the appropriate response. The response may be in a public way, a private way or the issue will be added to a future board meeting or work session agenda. Please note that speakers will have five minutes to express their thoughts.
4. Presentations/Reports
  - 4.1. December Superintendent's Report

Brian Sica, Superintendent
  - 4.2. November Financial Update

Jennifer Collins, Business Manager
5. Consent
  - 5.1. Approval of 11.12.24 Regular Board Meeting Minutes
  - 5.2. Approval of 11.12.24 Board Work Session minutes
  - 5.3. Approval of 11.25.24 Board Work Session minutes
  - 5.4. Routine Personnel Matters

None at this time
  - 5.5. Swimming Co-op

Banks currently has a cooperative with Vernonia for soccer, as well as a collective with FG which allows us to practice together and use their facilities. Our district has a swimmer from that does not use this option because she swims on the Dragons club team and practices with them instead of FGHS. This requires a

cooperative for swimming between Banks and Vernonia. We have submitted the application to OSAA and it is currently pending league approval.

5.6. Adopt Resolution #2425DEC01 for the Salmonberry Trail Foundation Endorsement -

6. Discussion Items

6.1. First readings of policies AC, AC-AR, GCBDA/GDBDA, GCBDA/GDBDA AR1, GCBDC/GDBDC AR1, GCBDF/GDBDF, GCBDF/GCBDF AR1, GBN/JBA (JBA/GBN), GCBDD/GDBDD, IKF, JBA/GBN, JFE, JHCD, JHCD-AR1, JECA and deletion of policies GBN/JBA AR1 & AR2 (JBA/GBN AR1 & AR2)

The Board should review the proposed policy updates per recent OSBA legislative updates.

6.2. Board Discussion regarding Bond Projects

Brian Sica, Superintendent & Ron Frame, Board Chairman

7. Action Items

None at this time.

8. Closing

8.1. Upcoming items

8.1.1. Interim Work Session - Monday December 30th.

8.1.2. Next Board Meeting: January 13, 2024

8.1.3. Special Board Meeting to adopt Master Plan - January 28th

8.1.4. February 18th - Board Meeting

8.2. Board Comments

9. Adjourn

Special Recognition for the BSD Special Education Team  
for their  
**Special Education Parent Night**  
November 14, 2024



5:00 - 5:30 Pizza and drinks available in the cafeteria

5:30 - 5:45 Welcome and Introduction

5:45 - 6:05 Session #1

6:05 - 6:25 Session #2

6:25 - 6:45 Session # 3

6:45 Cookies

Session #1	Exploring Sensory Supports for School		Understanding the Brain	IEP Services at the High School Level
Location	Music Room		BES DO	Rm. 107
Session #2	Exploring Sensory Supports for School	Articulation and Communication - What are the Milestones	Understanding the Brain	IEP Services at the High School Level
Location	Music Room	Rm. 108	BES DO	Rm. 107
Session #3	Exploring Sensory Supports for School	Articulation and Communication - What are the Milestones	A Simulated Experience of a Reading Disability	
Location	Music Room	Rm. 108	BES DO	

## **Banks School District Board of Directors**

**December 9, 2024**

### **Superintendent's Report**

#### **Banks School District "At a glance" profile**

The document is an "At-A-Glance District Profile" from the Oregon Department of Education for Banks School District 13 for the 2023-24 academic year. It provides an overview of the district's demographics, academic outcomes, staffing, and goals, along with metrics to evaluate performance in key areas such as student attendance, academic achievement, graduation rates, and staff experience.

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#### **Areas to Celebrate**

1. **High On-Time Graduation Rate:** The district has an impressive 95% on-time graduation rate, significantly above the state average of 81%. This indicates strong support for students completing their high school education on time.
2. **Improvement in Attendance Rates:** Regular attendance increased by 6% from the previous year, surpassing the state average (68% vs. 66%), demonstrating efforts to engage students and reduce absenteeism.
3. **Academic Performance Above State Average:** The district outperforms the state in key academic benchmarks, such as Grade 3 English Language Arts (43% vs. 40%) and Grade 8 Mathematics (31% vs. 27%).

While this document does provide a high level analysis of key indicators it does require additional context, especially in the areas of math and language arts achievement. The Banks School District has an irregularly low participation rate compared to districts across the state. Students who opt out of the state exams used by this report count the same as a student taking and not passing the exam, regardless of their academic standing.

As a reminder, the Banks School District has a five year report card as well as annual quantitative goals for each school. These internal documents prove to be more useful in improving as a district.

#### **Community Curriculum Advisory Committee (CCAC)**

No Meeting in November/December

#### **Attendance**

The Banks School District is part of a state-wide learning group focused on understanding and addressing attendance challenges in our schools. We know that for students to attend regularly, they need to feel a sense of belonging, have a clear reason to come to school, feel engaged in their learning, and know that they are safe. When

## **Banks School District Board of Directors**

**December 9, 2024**

### **Superintendent's Report**

these needs are met, students are more likely to attend school at least 90% of the time. However, when these needs aren't met, attendance rates can fall below 90%, impacting students' learning and success.

This year, we've been conducting student focus groups and interviews to hear directly from our students. Their voices are providing us with valuable insights into what helps them feel motivated to attend school and succeed. One of the key things we've learned is that students need strong connections with their teachers and school staff. They've also shared that feeling engaged in their schoolwork is essential for their success.

Our goal is to work together with students and families to better understand what encourages attendance and what barriers might exist.

### **Instructional Leadership**

The administrative team is working hard to reach their goal of least 30 classroom visits per school/per quarter. This important work is part of our action planning as well as our commitment to elevating instructional leadership in our district.

### **TSEL**

After our TSEL staff development on November 20th, we asked the staff what strategies will they use in their classrooms to develop/expand on positive conditions for learning? Here are some of their responses:

- Talking with students about noticing things others are doing well and praising them for their accomplishments; helping to create a warm and safe classroom environment.
- Continue with SEL activities
- More one on one connections
- Consistent expectations and routines
- Focus on belonging and identity
- Check in with students and start with gratitude.
- I will be looking at strategies to improve academic mindset.
- Continue using the strategy of "Hear Hug Help" at the end of every recess...
- Working on a way to keep expectations high, while also being cognizant of A.C.E.S.
- Trying to design lessons with a little more student choice
- I would like to work on creating more resiliency with my students

**Banks School District Board of Directors**

**December 9, 2024**

**Superintendent's Report**

- Paying more attention to students who are experiencing challenging behaviors and give them options for ways to de-escalate rather than them "being in trouble".
- Making a point to send home positive emails to help build relationships with the whole family.
- Making a point to ask questions about students in general as relationship building before getting into content.
- Developing student centered instruction

**Instructional Materials Adoption**

Access to high-quality instructional materials is critical to excellent instruction. A growing body of research points to the positive impact that high-quality instructional materials have on student learning.

- High-quality instructional materials can yield improvements in student learning outcomes equal to or greater than many interventions that are often more costly.
- A high-quality [instructional material] can give educators within a school and across a school system a common foundation to organize the work they're undertaking at the classroom level and collaborate to develop together...According to Brian Pick, Chief of Teaching and Learning in DCPS, Cornerstones "are about bringing equity to the district—a shared experience creating a floor, but not a ceiling, around the teaching and learning that happens in our classrooms."
- Research shows that students in general gain months of learning when teachers use stronger instructional materials. There is ample research to show that adopting high-quality materials is not only effective but also cost-neutral. It is no more expensive than current materials and many materials are available online for free!
- High-quality instructional materials allow students to engage more deeply and meaningfully with the standards.

Banks School District is currently in the beginning stages of our Health Instructional Materials Adoption. School-based teams, district administrators and our Community

**Banks School District Board of Directors  
December 9, 2024  
Superintendent's Report**

Curriculum Advisory Committee will spend time reviewing options and determining what best meets the needs of our students. We are starting the process with the options that are approved by the Oregon Department of Education. There will be an opportunity for parents and caregivers to view the recommendations before final selection. This process will most likely conclude in the spring, but we may need additional time and could possibly conclude next school year.



# OREGON AT-A-GLANCE DISTRICT PROFILE

## Banks SD 13

SUPERINTENDENT: Brian Sica | 12950 NW Main, Banks 97106 | 503-324-8591



### Students We Serve

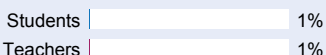


# 1,084

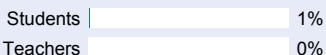
Student Enrollment

### DEMOGRAPHICS

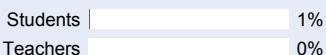
#### American Indian/Alaska Native



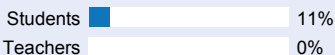
#### Asian



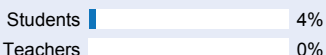
#### Black/African American



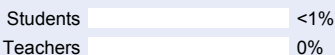
#### Hispanic/Latino



#### Multiracial



#### Native Hawaiian/Pacific Islander



#### White



## 6%

Ever English Learners



## 13

Languages Spoken

## 16%

Students with Disabilities

## 7%

Mobile Students

## 20%

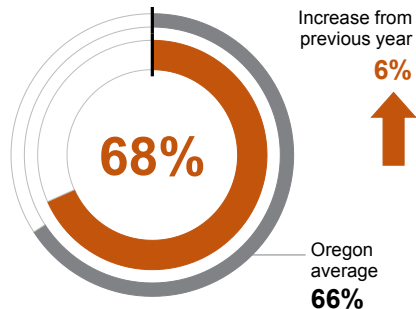
Students Experiencing Poverty

\*<10 students or data unavailable

### District Environment

#### REGULAR ATTENDERS

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

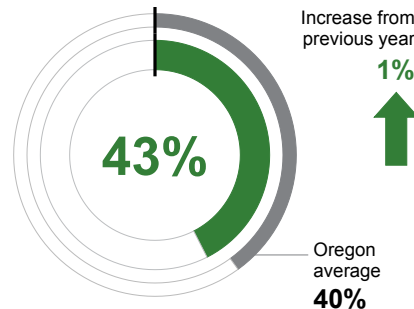


### Academic Success

#### Grade 3

#### ENGLISH LANGUAGE ARTS

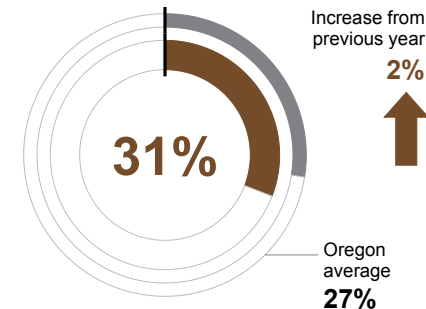
Students meeting state grade-level expectations.



#### Grade 8

#### MATHEMATICS

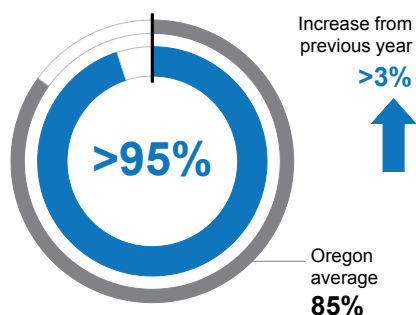
Students meeting state grade-level expectations.



### High School Success

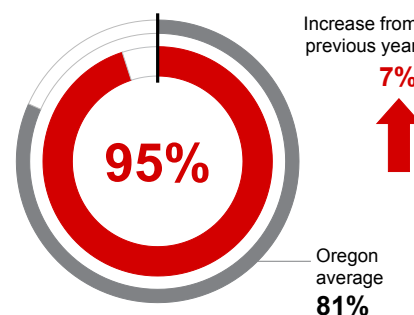
#### ON-TRACK TO GRADUATE

Students earning one-quarter of graduation credits in their 9th grade year.



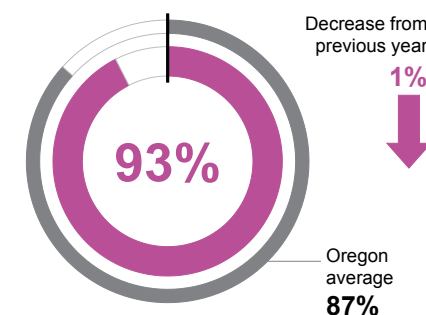
#### ON-TIME GRADUATION

Students earning a diploma within four years. Cohort includes students who were first-time ninth graders in 2019-20 graduating in 2022-23.



#### FIVE-YEAR COMPLETION

Students earning a high school diploma or GED within five years. Cohort includes students who were first-time ninth graders in 2018-19 finishing in 2022-23.



### District Goals

Our district strives to ensure that our efforts produce educational excellence in all of our outcomes. We work to produce a students and staff experience that makes all members of our community happy and proud. We organize our efforts around five key areas: Empowering our Students, Enriching Our Facilities, Energizing our Team, Engaging our Community, and Aligning our Resources. By attending to those key efforts, we know that we will prepare every student for learning and life. Our specific metrics for success and intentional actions can be found on our website.

### State Goals

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



# OREGON AT-A-GLANCE DISTRICT PROFILE CONTINUED

## Banks SD 13

### Outcomes

#### Our Staff (rounded FTE)



**7**

Administrators



**59**

Teachers



**21**

Educational assistants



**3**

Counselors



**0**

Social Workers



**0**

Licensed Librarians



**1**

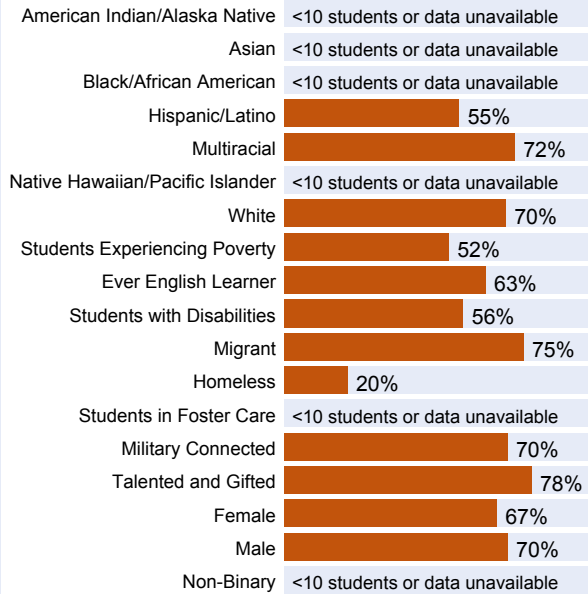
Psychologists



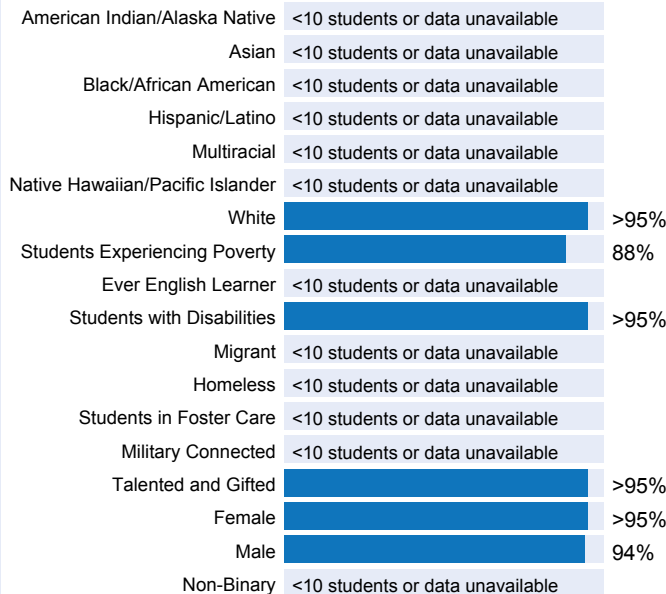
**84%**

% of licensed teachers with more than 3 years of experience

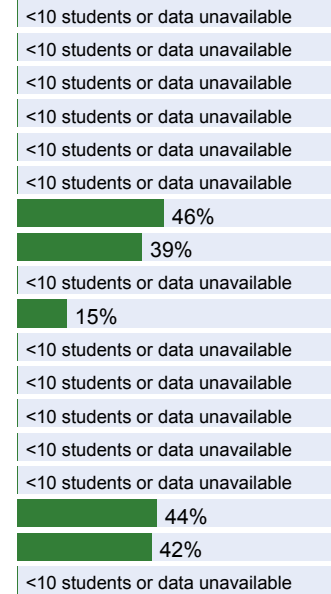
#### REGULAR ATTENDERS



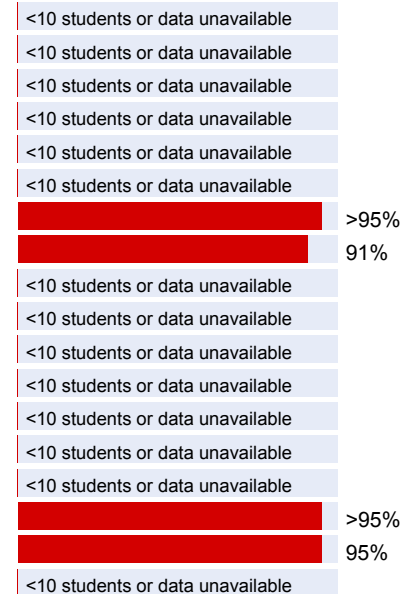
#### ON-TRACK TO GRADUATE



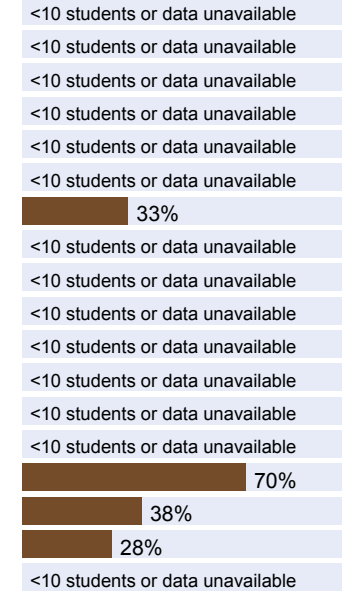
#### Grade 3 ENGLISH LANGUAGE ARTS



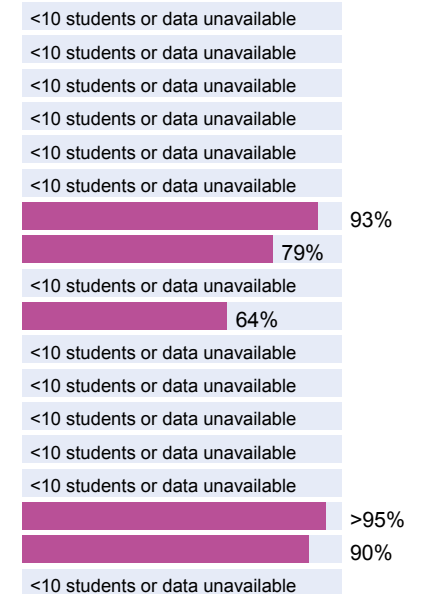
#### ON-TIME GRADUATION



#### Grade 8 MATHEMATICS



#### FIVE-YEAR COMPLETION



**100 GENERAL FUND | Revenue & Expense Summary**

**Fiscal Year 2024 - 2025**

**For the Period Ending November 30, 2024**

	Period 1 Actual Jul '24	Period 2 Actual Aug '24	Period 3 Actual Sept '24	Period 4 Actual Oct '24	Period 5 Actual Nov '24	Period 6 Projected Dec '24	Period 7 Projected Jan '25	Period 8 Projected Feb '25	Period 9 Projected Mar '25	Period 10 Projected Apr '25	Period 11 Projected May '25	Period 12 Projected Jun '25	Projected 2024-25 Totals	Adopted 2024-25 BUDGET	Year-To-Date 2024-25 Actuals	Variance Budget vs. Projected	% of Budget
<b>REVENUES</b>																	
<b>STATE SCHOOL FUND FORMULA:</b>																	
Local Taxes	-	-	8,631	4,431	894,753	2,687,426	65,623	24,819	67,683	20,357	17,863	83,415	3,875,000	3,875,000	907,815	0	23%
County School Funds	-	-	-	-	19,336	-	7,745	-	-	7,343	-	3,475	37,899	35,000	19,336	2,899	55%
State School Fund	1,535,620	767,350	767,350	767,350	767,350	767,350	767,350	767,350	767,350	767,350	767,350	-	9,209,120	9,214,000	4,605,020	(4,880)	50%
Common School Fund	72,830	-	-	-	-	-	-	77,365	-	-	-	-	150,194	151,500	72,830	(1,306)	48%
State Managed Timber	-	-	-	-	118,910	-	-	80,198	-	-	105,395	102,031	406,534	380,000	118,910	26,534	31%
<b>SSF Formula Total</b>	<b>1,608,450</b>	<b>767,350</b>	<b>775,981</b>	<b>771,781</b>	<b>1,800,349</b>	<b>3,454,776</b>	<b>840,718</b>	<b>949,732</b>	<b>835,033</b>	<b>795,050</b>	<b>890,608</b>	<b>188,920</b>	<b>13,678,747</b>	<b>13,655,500</b>	<b>5,723,910</b>	<b>23,247</b>	<b>42%</b>
Local Sources (1000)	17,272	19,538	17,035	15,386	13,651	7,868	7,756	7,771	6,807	5,670	23,369	5,253	64,493	85,000	82,882	0	98%
Intermediate Sources (2000)	-	-	-	-	-	684	-	-	938	-	-	806	2,427	3,000	-	0	0%
State Sources (3000)	-	-	-	-	-	-	-	-	-	-	125,000	-	125,000	125,000	-	0	0%
Federal Sources (4000)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	0%
Other Sources (5000)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	0%
<b>Total Operating Revenue</b>	<b>1,625,721</b>	<b>786,888</b>	<b>793,016</b>	<b>787,167</b>	<b>1,814,000</b>	<b>3,463,328</b>	<b>848,474</b>	<b>957,502</b>	<b>842,778</b>	<b>800,720</b>	<b>1,038,977</b>	<b>194,979</b>	<b>13,870,667</b>	<b>13,868,500</b>	<b>5,806,792</b>	<b>2,167</b>	<b>42%</b>
Beginning Fund Balance (5400)	2,479,698	-	-	-	-	-	-	-	-	-	-	-	2,479,698	2,155,000	2,479,698	324,698	115%
<b>Total Monthly Revenues</b>	<b>4,105,419</b>	<b>786,888</b>	<b>793,016</b>	<b>787,167</b>	<b>1,814,000</b>	<b>3,463,328</b>	<b>848,474</b>	<b>957,502</b>	<b>842,778</b>	<b>800,720</b>	<b>1,038,977</b>	<b>194,979</b>	<b>16,350,365</b>	<b>16,023,500</b>	<b>8,286,490</b>	<b>326,865</b>	<b>52%</b>
<b>CUMULATIVE RESOURCES</b>	<b>4,105,419</b>	<b>4,892,307</b>	<b>5,685,323</b>	<b>6,472,490</b>	<b>8,286,490</b>	<b>11,749,817</b>	<b>12,598,291</b>	<b>13,555,793</b>	<b>14,398,571</b>	<b>15,199,291</b>	<b>16,238,268</b>	<b>16,433,247</b>					
<b>EXPENDITURES BY OBJECT</b>																	
Salaries (100)	128,445	131,608	567,707	554,615	550,073	564,085	570,134	567,370	598,243	572,180	572,235	1,144,725	6,521,420	6,560,629	1,932,447	(39,209)	29%
Employee Benefits (200)	73,135	79,258	350,262	312,831	346,864	358,649	358,694	357,233	360,271	360,259	359,502	751,825	4,068,784	4,129,071	1,162,350	(60,287)	28%
Purchased Services (300)	85,440	236,516	90,198	126,199	361,294	203,000	298,916	217,278	286,181	203,633	340,903	372,362	2,821,920	2,804,700	899,647	17,220	32%
Supplies & Materials (400)	7,949	46,874	55,559	26,550	32,442	22,055	20,820	24,781	28,460	21,296	29,911	82,754	399,451	393,100	169,374	6,351	43%
Capital Outlay (500)	-	17,921	-	-	-	-	-	-	-	-	-	-	17,921	-	17,921	17,921	0%
Insurance/Other (600)	150,352	10,068	2,541	3,555	2,029	2,573	946	2,092	319	354	916	2,873	178,620	185,700	168,546	(7,080)	91%
Interfund Transfers (700)	-	-	-	-	-	-	-	-	-	1,447	-	643,853	645,300	645,300	-	-	0%
<b>Total Operating Expenditures</b>	<b>445,321</b>	<b>522,246</b>	<b>1,066,267</b>	<b>1,023,749</b>	<b>1,292,702</b>	<b>1,150,362</b>	<b>1,249,510</b>	<b>1,168,754</b>	<b>1,273,475</b>	<b>1,159,170</b>	<b>1,303,468</b>	<b>2,998,392</b>	<b>14,653,417</b>	<b>14,718,500</b>	<b>4,350,286</b>	<b>(65,084)</b>	<b>30%</b>
Contingency (810)	-	-	-	-	-	-	-	-	-	-	-	-	-	500,000	-	(500,000)	0%
Unapprop. Ending Fund (820)	-	-	-	-	-	-	-	-	-	-	-	-	-	805,000	-	(805,000)	0%
<b>Total Monthly Expenditures</b>	<b>445,321</b>	<b>522,246</b>	<b>1,066,267</b>	<b>1,023,749</b>	<b>1,292,702</b>	<b>1,150,362</b>	<b>1,249,510</b>	<b>1,168,754</b>	<b>1,273,475</b>	<b>1,159,170</b>	<b>1,303,468</b>	<b>2,998,392</b>	<b>14,653,417</b>	<b>16,023,500</b>	<b>4,350,286</b>	<b>(1,370,084)</b>	<b>27%</b>
<b>CUMULATIVE EXPENDITURES</b>	<b>445,321</b>	<b>967,567</b>	<b>2,033,835</b>	<b>3,057,584</b>	<b>4,350,286</b>	<b>5,500,648</b>	<b>6,750,158</b>	<b>7,918,912</b>	<b>9,192,387</b>	<b>10,351,557</b>	<b>11,655,024</b>	<b>14,653,417</b>					
<b>Month-end Fund Balance</b>	<b>3,660,098</b>	<b>3,924,740</b>	<b>3,651,488</b>	<b>3,414,906</b>	<b>3,936,204</b>	<b>6,249,170</b>	<b>5,848,133</b>	<b>5,636,881</b>	<b>5,206,184</b>	<b>4,847,734</b>	<b>4,583,243</b>	<b>1,779,830</b>			<b>3,936,204</b>	<b>1,696,949</b>	

Regular Board Session  
Tuesday, November 12, 2024 6:00 PM Pacific

Banks Middle School Library  
12850 NW Main Street  
Banks, OR 97106

Ron Frame: Present  
Corissa Mazurkiewicz: Present  
William Moore: Present  
Leslee Sipp: Present  
Daniel Streblov: Present

Present: 5.

- 1. Preliminaries
  - 1.1. Call to Order
  - 1.2. Flag Salute
  - 1.3. Roll Call
  - 1.4. Public Welcome/Recognition
  - 1.5. Approval of Agenda
  - 1.6. Banks High School Leadership
    - BHS Student and FFA Representative James Barthomolmew was present to share highlights of recent and current events at the High School including sport team accomplishments, the upcoming Drama Club show, The Giver, the BHS Lifeskills Fundraiser as well as FAD Club, Table Top Role Play and Robotics updates
  
    - Additional FFA members presented information on the recent FFA trip to the National Convention, where the Banks High School FFA Team placed Silver place. The team shared highlights of the many amazing places they visited as well as the key take-aways from their trip.
  
    - The full presentation is attached to the meeting agenda.

- 2. Recognitions
  - 2.1. National Native American Heritage Month, Grande Ronde Tribe
    - Dr. Sica shared a statement of gratitude for the contributions of the Grande Ronde Tribe for their partnership and continued commitment to our community.
  - 2.2. BHS FFA Landscape and Nursery Team - National Silver Place winner
    - FFA members introduced themselves and shared a presentation on their recent trip to the National Convention where they won Silver place. The FFA members flew to Indianapolis, where they visited many important sites, as well as participated in the Nursery/Landscape Career Development Event, where they qualified to represent Oregon at the National level for this event. Many members received bronze, silver, and gold medals.

The FFA team visited many amazing places including the Ozark Fisheries, Rising

Creek Creamery, NCAA Hall of Champions, Indianapolis Motor Speedway, Three Hills Rodeo, Indiana War Memorial, The Soldiers and Sailors Monument and the Indianapolis Zoo. Each present member shared a few highlights of the trip. The students were grateful for the support and for the opportunity to experience it.

The full presentation is attached to the meeting agenda.

3. Audience Comment

**Public Comment #1** - Nina S.; Video and comment submitted via email and is regarding the Bond Master plan for the District Administration building. Shared her concerns and feedback with Board. \*The submitted video is included as part of the Board meeting recording.

**Public Comment #2** - Laurellen (?); presented a brief history of the District Administration Building. \*Check historical info\*, Feels the building should be preserved not only for the town of Banks, but for the state of Oregon.

**Public Comment #3** - Jennifer: Shared her thoughts about the potential demolition of the District Administration Office. Feels the history of the Administration building is significant and crucial to the community as there are few historically significant resources available in the community.

4. Presentations/Reports

4.1. College Credit Opportunities

BHS Counseor, Randy Rice, presented information on the High school college credit opportunities. The presentation included reasons a student would choose to earn college credit in High School, other things to consider as well as dual credit/college credit opportunities at PCC, Tillamook Bay CC, Linn Bentin CC and Willamette Promise through Western Oregon. In addition, a list of available AP courses was shared as well. Banks students have also been able to take other classes as well that are not on the list, as needed or available.

The full presentation is available in the Board meeting recording.

4.2. Superintendent's Report

Dr. Sica shared highlights of the November Superintendent's report.

- Workforce Development
- Banks Economic Development Council
- Attendance
  - attendance has increased significantly, but still lower than in the last three years
- Upcoming Dates
  - Nov. 19th - Student Leadership will review the same Bond Master Planning documents that were shaped this evening
  - Nov. 25th - Work Session - to answer any remaining questions
  - December 3rd - Community Forum
  - December 13th - Board meeting to adopt master plan.

- Dr. Sica shared information on the various conferences he's attended recently; What's Right In Education, Safe Schools Conference
  - Some "wish-list" items on Bond Planning will address the Safety and Security of our campus.

The full report is available in the Board packet.

#### 4.3. October Financial Update

The Business Manager, Jennifer Collins, shared the October Financial update; 20% of total budget has been spent and appropriations are on track. Property taxes will come in soon, and will share a reconciliation.

PERS increases will affect the budget. With that in mind, the increase to salary expenses are incredibly significant and will need to be considered when 25-26 budget is being built.

#### 5. Consent

I make a motion to approve the Consent Agenda Items as presented. This motion, made by Daniel Streblow and seconded by Leslee Sipp, Carried.

Ron Frame: Yea, Corissa Mazurkiewicz: Yea, William Moore: Yea, Leslee Sipp: Yea, Daniel Streblow: Yea

Yea: 5, Nay: 0

#### 5.1. Approval of October 14th, 2024 Regular Board Meeting Minutes

#### 5.2. Approval of October 14th, 2024 Work Session Meeting Minutes

#### 5.3. Approval of October 30th, 202 Board Work Session Minutes

#### 5.4. Routine Personnel Matters

#### 6. Discussion Items

#### 6.1. Integrated Programs - Quarter 4/Annual Progress Report for the 2023-24 School year

Dr. Sica shared the Integrated Guidance Report -

#### 7. Action Items

#### 7.1. OSBA Election - Position 20: **Position 20, Washington Region (1 year term)**

Nancy Thomas – Candidate Questionnaire/Resume

Nancy Thomas – Nomination Form

I move that the Banks School Board casts it's vote to support Nancy Thomas for the OSBA Board of Directors Position #20. This motion, made by Corissa Mazurkiewicz and seconded by Daniel Streblow, Carried.

Ron Frame: Yea, Corissa Mazurkiewicz: Yea, William Moore: Yea, Leslee Sipp: Yea, Daniel Streblow: Yea

Yea: 5, Nay: 0

#### 7.2. OSBA Election - Position 15

#### **Position 15, Washington Region**

Kristy Kottkey – Candidate Questionnaire/Resume

Kristy Kottkey – Nomination Form

I move that the Banks School Board casts it's vote to support Kristy Kottkey for the OSBA Board of Directors Position #15. This motion, made by Leslee Sipp and seconded by Corissa Mazurkiewicz, Carried.

Ron Frame: Yea, Corissa Mazurkiewicz: Yea, William Moore: Yea, Leslee Sipp: Yea, Daniel Streblow: Yea  
Yea: 5, Nay: 0

7.3. Cast a vote for OSBA Resolution #2425NOV01, #2425NOV02 and #2425NOV03.

I move that the Banks School Board casts a vote to support the OSBA resolutions #2425NOV01, #2425NOV02 and #2425NOV03. This motion, made by Corissa Mazurkiewicz and seconded by Leslee Sipp, Carried.

Ron Frame: Yea, Corissa Mazurkiewicz: Yea, William Moore: Yea, Leslee Sipp: Yea, Daniel Streblow: Yea  
Yea: 5, Nay: 0

8. Closing

8.1. Upcoming items

8.1.1. November 19th: Student Leadership Forum & Bond Oversight Committee meeting

8.1.2. November 25th: Interim Work Session (Virtual)

8.1.3. November 25-29: Fall Break

8.1.4. December 9th: December Regular Board & Work Session Meeting

8.1.5. December 3rd: Community Forum

8.1.6. December 23rd-Jan 3rd: Winter Break

8.1.7. December TBD (likely December 30): Interim Work Session

8.1.8. January 13th: January Regular Board and Work Session Meetings

8.2. Board Comments

Member Moore - Thanks for everything tonight.

Member Maz - Gave congratulations to the Soccer team for their accomplishments and thanks to the FFA for their presentation tonight. Also thanked the audience members that shared public comment, as well as Randy Rice for sharing the college options.

Member Streblow - Thanks to the Architects for their presence and information tonight, and grateful for the historical information shared in public comment tonight. Recognizes and gives thanks for the Grand Ronde Tribes, is very grateful for the FFA members present tonight, and is excited and proud of their work they've done and for representing our school and state.

Member Sipp - Gave thanks to the public that has attended tonight and appreciates their participation and interest. Proud of our FFA team and for the Public commenter's sharing of the Banks history, which coincidentally, will be taught in the 3rd grade within our District.

Chairman Frame - The planning of the potential new buildings and construction is a task not taken lightly and he is advocating to understand the true costs of everything, to determine the best path forward and trusts that all Board members will do the same.

9. Adjourn

Adjourned at 7:22 pm



# NATIONAL CONVENTION REPORT

# THANK YOU!

We are so grateful for all the Sponsors, Donors, and Coaches who helped us get to the 97th National FFA Convention and Expo in Indianapolis, Indiana! Huge shout out to the Banks FFA Alumni, the Bernards Family, Rand Brown, and Ty Ochoa for all of your help!



# Timeline

Tue

We went on educational tours at Ozark Fisheries and Risin' Creek Creamery

Wed

The Nursery team competed and the rest of the members continued their educational tours

Thur

We attended General Sessions and explored the Career Expo and FFA Mega Store

Fri

We attended a General Session and had fun at Three Hills Rodeo

Sat

We attended the American Degree Ceremony, went to the Indiana World War Memorial and the Indianapolis Zoo



## Nursery Contest



Left to Right: Ms. Lepschat, Lily Evey, William Evans, Robby Harris, and Brayden Hamel

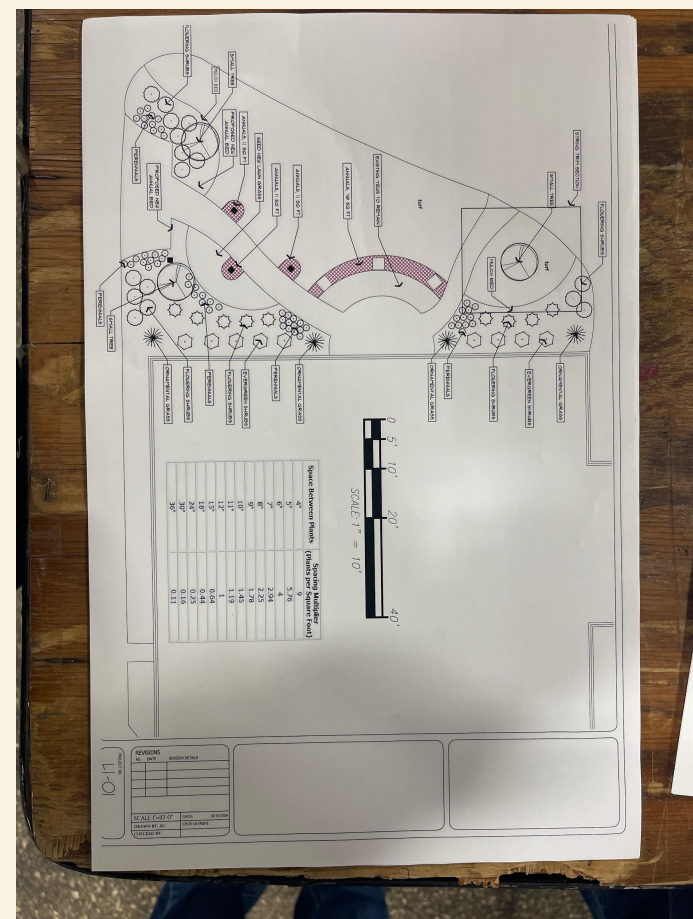
Last year these members with the help of James Bartholomew won the State Nursery/Landscape Career Development Event (CDE) and qualified to represent Oregon at the National level for this event.

These members studied for months in order to do the following practicums at the contest...

- General Knowledge and Landscape Estimating Test
- Plant and Pest Identification
- Potting Plants
- Verbal Customer Service
- Retaining Wall Installation
- Sod Installation
- Patio Paver Installation
- Intermediate Walk-Behind Mower Operation
- Skid Steer Loader Operation

We placed in the Silver ranking where we were ranked 27th out of 43 teams. As for Individual rankings; Robby Harris received Gold, Brayden Hamel and William Evans received Silver, and Lily Evey received Bronze.

# Practicum Pictures





### Ozark Fisheries

We learned the processes behind how ornamental fish are born, raised, and shipped around the country



### Risin' Creek Creamery

We learned about the process behind breeding and milking dairy goats. We also got to try goat cheese and soaps/lotions made from goat milk



### NCAA Hall of Champions

Our members had a chance to explore this museum and try the different sports simulations that they had available for use



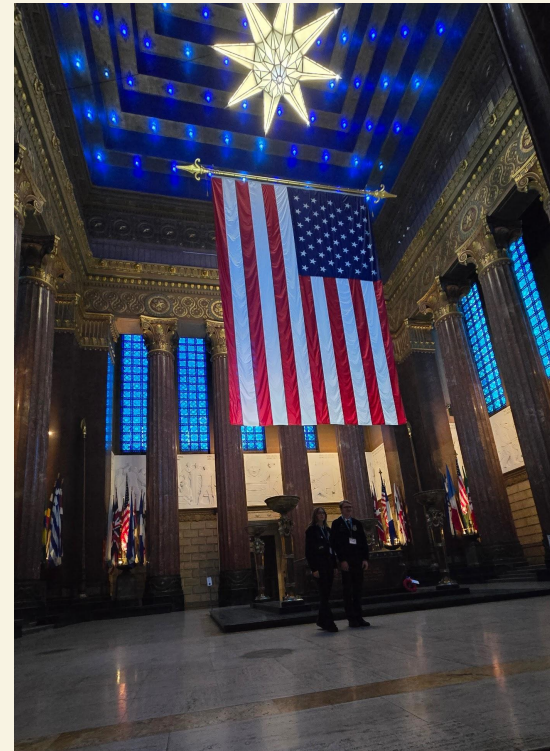
### Indianapolis Motor Speedway

Our members had a chance to explore this museum and learn about the behind the scenes action of the speedway



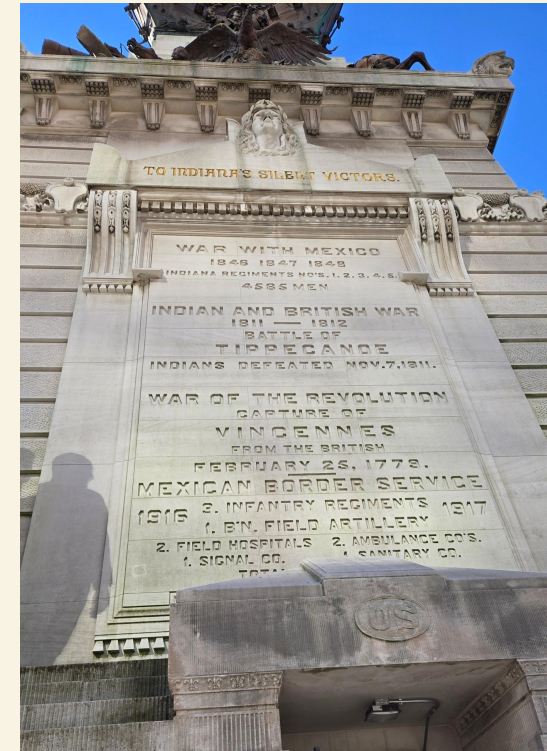
## Three Hills Rodeo

We were able to watch bareback and saddle bronc riding, bull-riding, trick riders, and a very funny rodeo clown



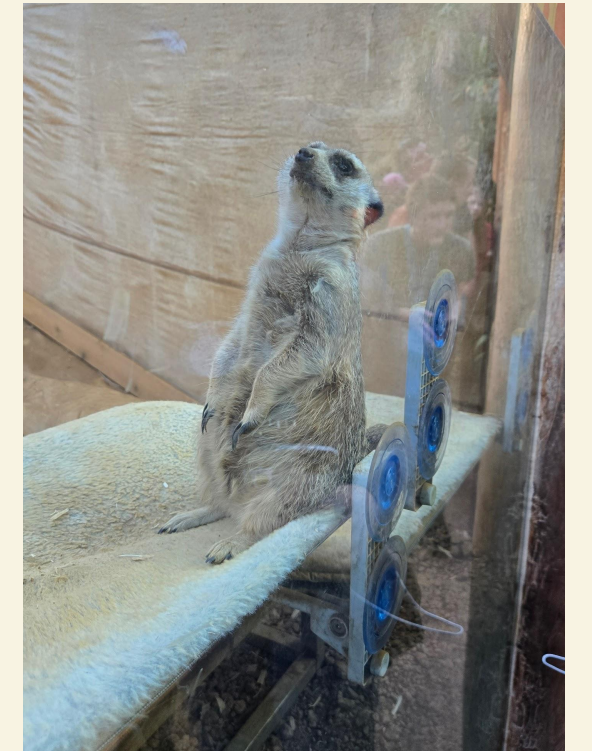
## Indiana World War Memorial

We visited different exhibitions about America's history ranging from the Revolutionary War to Afghanistan



## The Soldiers and Sailors Monument

We paid our respects to the fallen soldiers by climbing all 284 feet (330 steps) of the monument and took a second to enjoy the view



## Indianapolis Zoo

We were able to take a look at all the different animals at the zoo, watch a dolphin show, and touch stingrays

## General Sessions

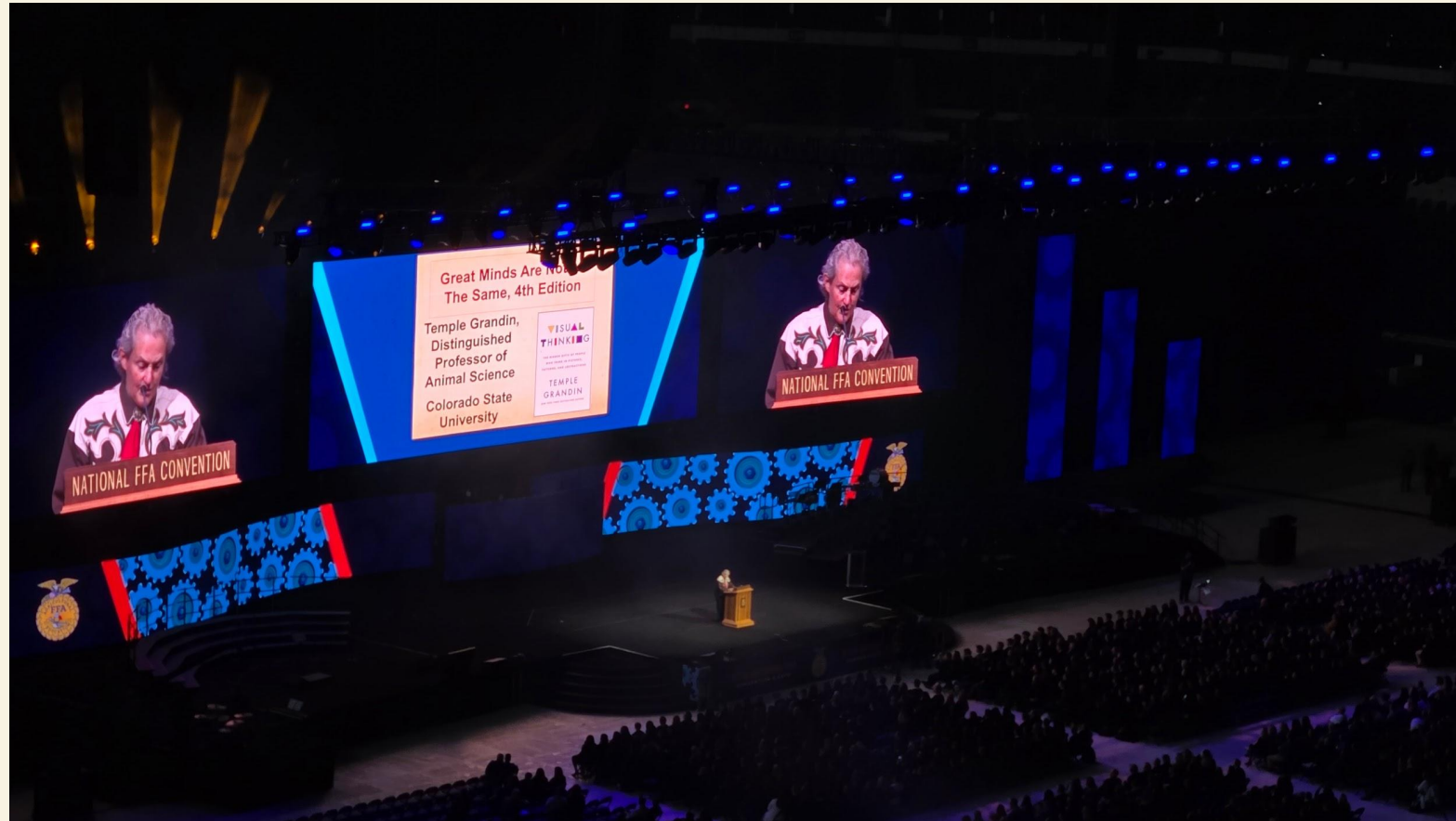


On Thursday we attended the 1st and 3rd General Sessions of the 97th National FFA Convention and Expo. During the 1st session we watched the different award presentations, watched the National FFA chorus and band perform, listened to the keynote speaker Kevin Wanzer talk about engaging through laughter

During the 3rd session we watched the different award presentations, listened to the National FFA Talent Show members perform, and listened to the Central Region Vice President, Kanyon Huntington's retiring address



## General Sessions



On Friday, we attended the 4th General Session of the National FFA Convention where we got to listen to the keynote speaker, Temple Grandin talk about how great minds are not all the same, and watched the Southern Region Vice President, Carter Howell's retiring address

On Saturday, we watched the American Degree Ceremony where we watched our very own Billy Harris receive his American Degree. Less than 1% of FFA members receive this award! Congratulations Billy!





More than 300 exhibitors showed up to support FFA members with representation ranging from agriculture, colleges, fundraising, the US Armed Services, and auto and truck manufacturers. Our members had a chance to explore and greet as many of these exhibits as possible. On top of spending a little too much money at the National FFA Mega Store/Shopping Mall!







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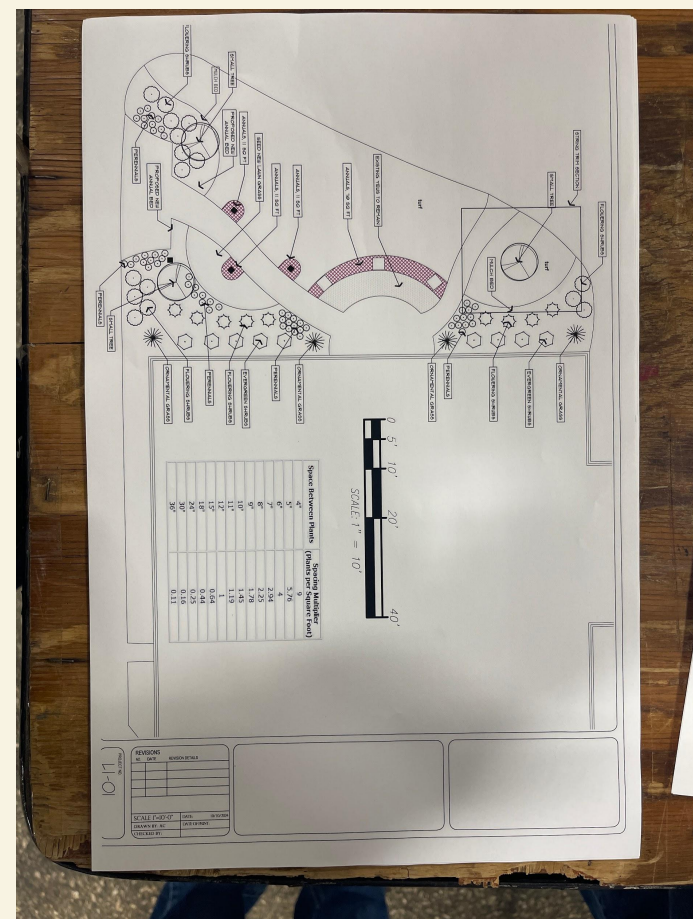
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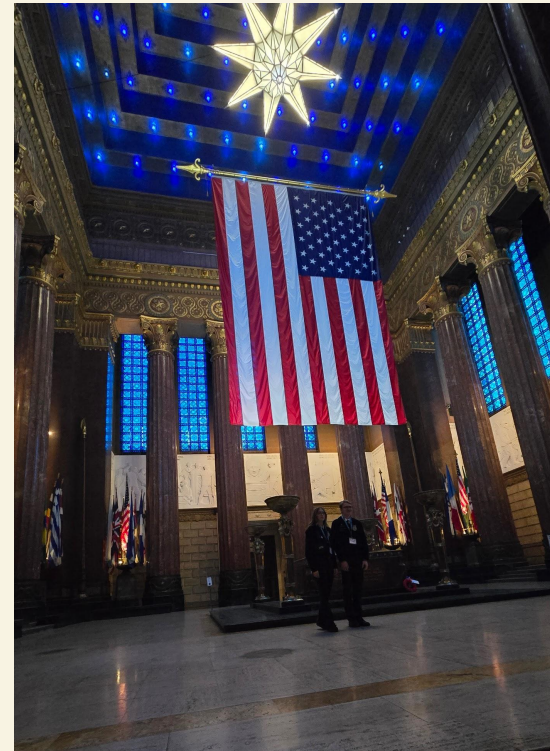
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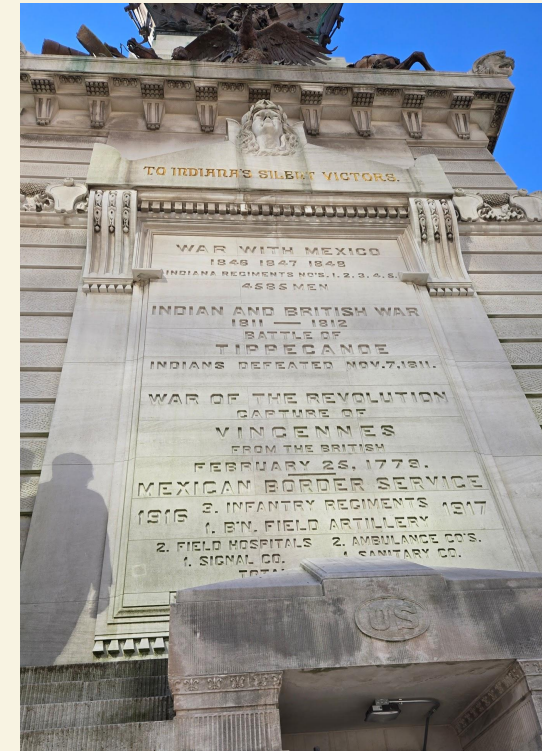
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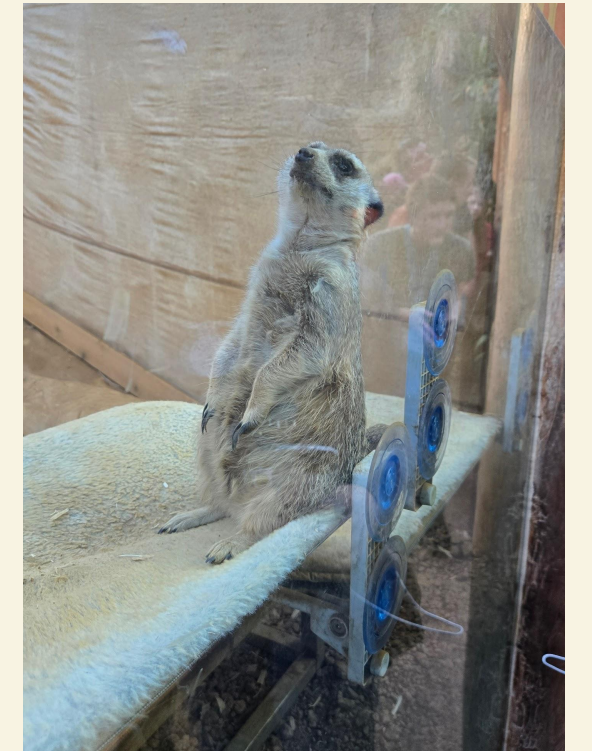
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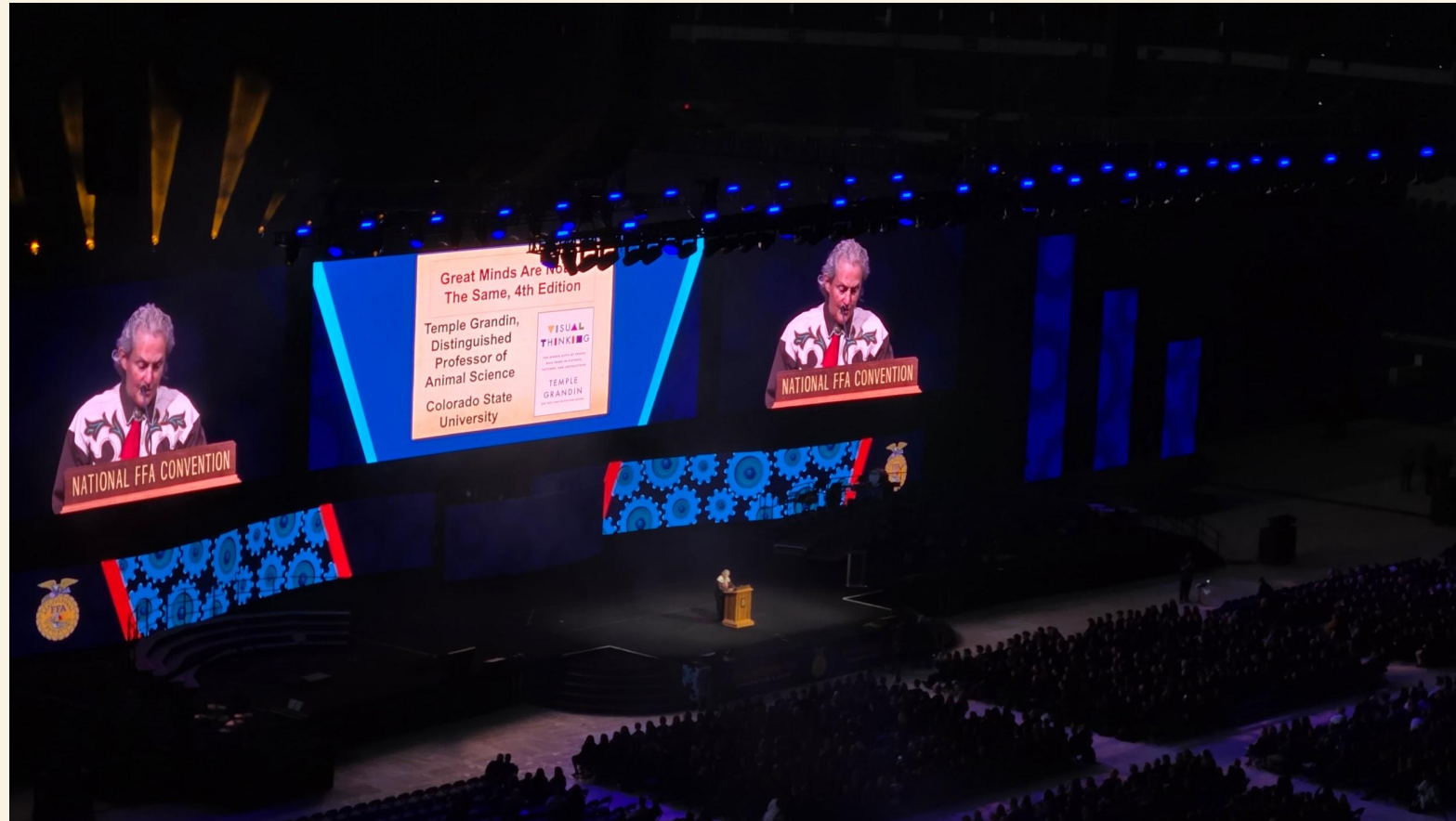


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Walter Jones  
Secretary  
2023-2024

Mya Kelly  
Secretary  
2024-2025

Mya Kelly  
Secretary  
2024-2025

Mya Kelly  
Secretary  
2024-2025

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Secretary  
2024-2025

Mya Kelly  
Secretary  
2024-2025

Mya Kelly  
Secretary  
2024-2025

Mya Kelly  
Secretary  
2024-2025

Banks School District  
Board of Directors  
Superintendent's Report to the Board  
November 12, 2024

## **General Updates**

As we enter Native American Heritage Month, we reflect on our partnership with the Confederated Tribes of the Grand Ronde. Without their guidance, collaboration, and permission, we would not be able to continue using the Brave as our mascot. We are very thankful (hayu masi) for their commitment to our students and community.

## **College Credit Opportunities at BHS**

During the regular meeting, you will hear from Mr. Rice, one of our high school counselors, who will present on current systems that allow students to earn college credit at BHS. We are also exploring additional opportunities, including collaboration with PCC and the Hillsboro School District, to provide students access to the Early College Program. In this program, qualifying students can progress toward a PCC degree or certificate while completing their high school requirements. Additionally, Washington County leaders are working together to expand workforce development opportunities. I recently met with John Legarza (Banks Economic Development Commissioner) and Jolynn Becker to discuss our involvement in this initiative.

## **District Equity Committee (Led by Caitlin Everett)**

Each school team is currently planning focus groups with students to gather input on topics such as belonging, respect, and kindness. The feedback gathered will be analyzed by the District Equity Committee (DEC) when it forms this winter. These focus groups will take place from November through January.

## **Instructional Leadership (Led by Darla Waite-Larkin)**

On October 14 and 15, Jenn McDermott, our coach from the Center for Educational Leadership at the University of Washington, met individually with each school's administrative team. This was the first of several coaching sessions focused on each team's specific goals. Jenn also conducted classroom observations with our admin team, allowing us to debrief on how these observations align with each school's Vision for Student Learning.

Our NWRESD Instructional Coach has been actively participating in several professional development sessions during late-start Wednesdays. This year, she will focus on building relationships with our teachers, understanding our district's priorities, and supporting teachers with feedback and resources.

## **Mentor Program**

Through NWRESD's Mentor Program, three of our newer teachers are receiving support from an instructional coach. We were pleased to have our district's mentor join one of our CEL Instructional Leadership sessions to better support teachers in aligning classroom practices with our Vision for Student Learning.

## **Transformational Social and Emotional Learning (Led by Darla Waite-Larkin)**

Our District TSEL team attended the BASES (Behavior, Attendance, and Social Emotional Systems) training at the ESD, where we recognized that our district is leading in several key areas. In addition to our progress with TSEL standards, we are implementing innovative methods to better understand student attendance. On October 9, we held our first high school Student Focus Group to amplify student voices regarding attendance and provide a platform for discussing the reasons behind absences. This initiative will expand to the middle and elementary schools. Stay tuned for further updates!

## **Community Curriculum Advisory Committee (Led by Darla Waite-Larkin)**

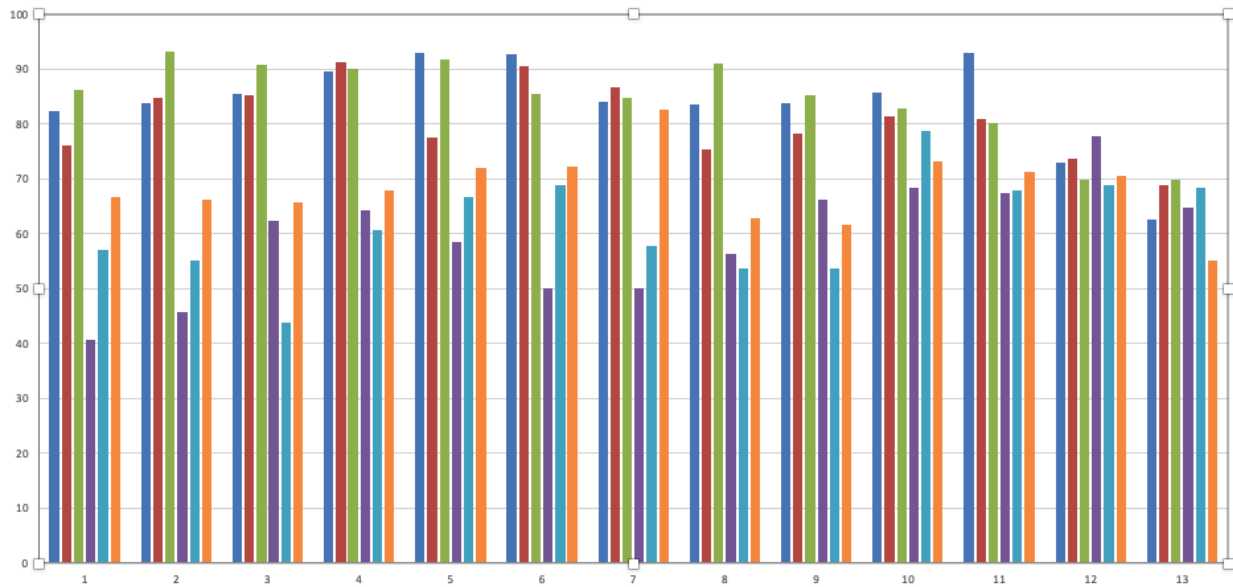
The Community Curriculum Advisory Committee (CCAC) met on October 17. Mr. Pence provided an overview of Oregon's State Standards, explaining their importance and how they guide curriculum selection. I also presented the district's timeline and process for Instructional Materials Adoption, discussing how the district committee and CCAC will collaborate. The next CCAC meeting is scheduled for January 16 at 7:00 p.m.

## **Attendance Efforts (Led by Darla Waite-Larkin)**

Elevating student voice is a priority for us. We have introduced new opportunities to gather student feedback, including attendance focus groups and interviews focusing on questions related to belonging and respect. These efforts are being conducted across all schools, and the data collected will be shared with students.

On October 9, we held our first high school Student Focus Group, providing a space for students to share with adults the factors contributing to their absences. This focus group initiative will continue at the middle and elementary school levels.

*Note: The graph below displays our historical attendance rates, indicating the percentage of "regular attenders," defined as students present for at least 90% of school days (Kinder = 1 on the X-axis, and so on).*



## Bond Updates

The Board will now meet in a work session twice monthly, with virtual meetings scheduled between regular sessions. The additional work session aims to keep Board members informed on progress as we approach the adoption of the long-range campus master plan. Below is a timeline leading up to the decision:

- **November 12, 2024**  
The Board will receive updates on the current drafts of the Master Plan, including options for the district office. There will be no bond related action items on the agenda; however, Board members are encouraged to ask questions during the presentation or afterward via email to Brian.
- **November 19, 2024**  
Student Leadership Forum regarding master plan options.
- **November 19, 2024**  
Bond Oversight Committee meeting.
- **November 25, 2024**  
Interim Work Session (virtual)  
The Board will address follow-up items from the November 12 meeting, along with any updates on the Master Plan or bond progress.

- **December 3, 2024**  
Community Forum regarding master plan options. The format will mirror previous forums, focusing exclusively on master plan reviews.
- **December 9, 2024**  
Work Session and Regular Business Meeting  
The Board will receive a report from the Bond Oversight Committee and any updates on the Master Plan drafts or bond progress. At this time, the district anticipates recommending that the Board take advisory action to advance a single draft by January.
- **December TBD (likely December 30)**  
Interim Work Session
- **January 13, 2024**  
Work Session and Regular Business Meeting  
**Proposed Action:** Adopt a resolution for the preferred master plan.

Banks School District							
Schedule of Resources and Requirements							
October 31, 2024							
General Fund	Function	Description	2024-25 Budget	Actual through 10/31/24	% of Budget		
<b>Resources</b>	Local	Property taxes, rentals, interest and other miscellaneous revenues	3,960,000.00	81,092.43	2.05%		
	Intermediate	County School Funds	38,000.00	0.00	0.00%		
	State	State, common school fund and other grants in aid	9,490,500.00	3,910,499.52	41.20%		
	Timber	Timber Revenue	380,000.00	0.00	0.00%		
	Other	Interfund transfers and beginning fund balance	2,155,000.00	2,479,697.58	115.07%	Estimated 23-24 Ending Fund Balance	
	<b>Total</b>		<b>\$16,023,500.00</b>	<b>\$6,471,289.53</b>	<b>40.39%</b>		
<b>Requirements</b>	Salaries	Salaries for all licensed, classified, substitutes, administration and other support staff	6,560,628.59	1,382,374.54	21.07%		
	Benefits	PERS, social security, workers comp, unemployment, and other contractual employee benefits	4,129,071.41	852,056.34	20.64%		
	Purchased Services	Instructional services, rentals, travel out of district, tuition, audit fees, legal fees, copiers, utilities, cleaning, bldg repairs, reimbursable transportation	2,804,700.00	548,853.31	19.57%		
	Supplies & Depreciable Equipment	Consumable and non consumable supplies, custodian supplies, maint supplies, computer software and hardware	393,100.00	154,853.51	39.39%		
	Other	Dues and fees, insurance premiums	185,700.00	166,517.02	89.67%		
	Transfers	Transfer from GF to support athletics, food service and repay Buxton Fund	645,300.00	0.00	0.00%		
	Contingency		500,000.00	0.00	0.00%		
	Total Appropriated		15,218,500.00	<b>\$3,104,654.72</b>	<b>20.40%</b>		
	Unappropriated Balance		805,000.00				
	<b>Total</b>		<b>\$16,023,500.00</b>				

Regular Board Session  
Monday, October 14, 2024 6:00 PM Pacific

District Office Board Room  
12850 NW Main Street  
Banks, OR 97106

Ron Frame: Present  
Corissa Mazurkiewicz: Present  
William Moore: Present  
Leslee Sipp: Present  
Daniel Streblov: Present  
Present: 5.

## 1. Preliminaries

1.1. Call to Order

1.2. Flag Salute

1.3. Roll Call

1.4. Public Welcome/Recognition

1.5. Approval of October 14th, 2024 Agenda

I make a motion to approve the October 14th, 2024 agenda as presented. This motion, made by Corissa Mazurkiewicz and seconded by Daniel Streblov, Carried.

Ron Frame: Yea, Corissa Mazurkiewicz: Yea, William Moore: Yea, Leslee Sipp: Yea, Daniel Streblov: Yea  
Yea: 5, Nay: 0

1.6. Banks High School Leadership

BHS Leadership; Kyle Nichols , ASB Vice President & James Bartholomew, FFA Chapter Sentinel, shared information about the recent Homecoming Festivities and Dance as well as upcoming events. Next week, FFA Nursery and Landscaping classes are going to Nationals in Indianapolis, where they will meet new people and learn about how other chapters operate. Kyle and James also shared updates on Fall Sports, school-wide news and details about the broadcasting.

## 2. Recognitions - Food Service Staff

This week is National School Lunch Week, and we want to acknowledge and formally thank our District Food Service staff. These individuals are behind the scenes, greeting students with a smile, creating a welcoming environment where students feel valued and cared for. The District's Food Service staff includes

- Sheila Dale, BES Kitchen Manager, 14 years, and Scott DeGeorge, Cook, 16 years
- Cammie Ford, BMS Kitchen Manager, 10 years
- Saddie Larson, BHS Kitchen Manager, 4 years

This year our meals are free for all students, which has led to an increase in participation by 92% for breakfast and 59% for lunch. We are grateful to our Food Service staff for happily taking on

the increased preparation and work it takes to keep our students well-fed and fueled for better health and academic performance.

### 3. Audience Comment

No public comments

### 4. Presentations/Reports

#### 4.1. Superintendent's Report

Dr. Sica shared his October Superintendent's Report. The full report is available in the board packet.

#### 4.2. Financial Update

Shared the September Financial update, with

5% increase to salaries

### 5. Consent

I make a motion to approve the Consent Agenda Items as presented. This motion, made by Leslee Sipp and seconded by Daniel Streblov, Carried.

Ron Frame: Yea, Corissa Mazurkiewicz: Yea, William Moore: Yea, Leslee Sipp: Yea, Daniel Streblov: Yea

Yea: 5, Nay: 0

#### 5.1. Approval of 9.11.24 Regular Board Meeting Minutes

#### 5.2. Approval of 9.11.24 Work Board Meeting Minutes

#### 5.3. Update to the Student Code of Conduct

Brief updates have been made to the Student Code of Conduct to better align with our district policies.

#### 5.4. Routine Personnel Matters

- Classified: Rachael Wright, .625 FTE, BMS IA2
- Licensed: None at this time
- Other: None at this time

#### 5.5. Approval of Out of State Wrestling Tournament

The 9-12 Wrestling team is requesting to travel to California for a Wrestling tournament which requires Board approval.

#### 5.6. Swimming Cooperative Agreement with Forest Grove School District

### 6. Action Items

#### 6.1. Division 22 Assurances

I make a motion to approve the 2023-24 Division 22 Assurances as presented. This motion, made by Daniel Streblov and seconded by Corissa Mazurkiewicz, Carried.

Ron Frame: Yea, Corissa Mazurkiewicz: Yea, William Moore: Yea, Leslee Sipp: Yea, Daniel Streblov: Yea

Yea: 5, Nay: 0

Dr. Sica shared the current Division 22 Assurances. Division 22 Assurances, which is required by law to be completed each year, and is based on the prior school year. Rule categories include Teaching and Learning, Health and Safety, District Performance & Accountability, and Human Resources & Staffing. The purpose is to provide a balance of State accountability and local control, as well as details of waivers and corrective actions. For the 2023-24 year, the district is in compliance with all standards and has no corrective actions needed. The full report is attached to this agenda.

For the 2024-25 school year, a Financial Literacy course will need to be a stand-alone class. The District is developing a plan for stand-alone requirements related to this class. Curriculum Adoption will also be addressed. 2024-25 Assurances will be discussed at a later date.

## 6.2. Approve P&C Construction as the CM/GC

I make a motion to approve P&C Construction for CM/GC Services on the Banks High School Project utilizing 2024 Bond Funds. This motion, made by William Moore and seconded by Daniel Streblov, Carried.

Ron Frame: Yea, Corissa Mazurkiewicz: Yea, William Moore: Yea, Leslee Sipp: Yea, Daniel Streblov: Yea

Yea: 5, Nay: 0

The Banks School District solicited Construction Manager / General Contractor (CM/GC) Proposals for the Banks HS Project as part of the 2024 Bond Program with the issuance of Request for Proposals for CM/GC Services. The RFP was publicly advertised on August 16th, 2024 in the Daily Journal of Commerce. Proposals were received on September 12th, 2024 at 2pm. Nine (9) proposals were received that expressed interest in the RFP associated with the 2024 School Bond. Four firms were selected by the District Appointed Evaluation Committee for Interviews on 9/25/2024 (P&C Construction, Triplett Wellman, Kirby Nagelhout and Bremik Construction). The interview committee consisted of Board Chair Ron Frame, Board Member Will Moore, Superintendent Brian Sica, High School Principal Jacob Pence and Vice Principal Ben Buchanan, Maintenance Supervisor Dale Virden, Julie Condon of Bric Architecture, and District Owner's Representatives John Abel and Casey Cunningham. Upon completion of Interviews, the District Interview Committee is recommending P&C Construction.

The administration recommends the Banks School Board approve P&C Construction for CM/GC Services on the Banks High School Project utilizing 2024 Bond Funds. The contract for this project will be negotiated and approved by the Business Manager.

## 7. Closing

Dr. Sica shared a summary of a recent issue that took place in our district, and how it was handled by Administration.

### 7.1. Upcoming items

7.1.1. OSBA Legislative Road Show, NWRESD; October 17th, 2024

7.1.2. Conferences: November 6th & 7th, 2024

### 7.1.3. Next Board Meeting: November 12th, 2024

#### 7.2. Board Comments

Member Streblov: Enjoyed hearing the update from the students tonight and is glad to hear that the recent student issue that came up was dealt with quickly and responsibly. Requests more advance notice for the Board when decisions and action need to take place.

Member Sipp: Grateful for the support after her recent husband's passing. Appreciates the District and the families involved for the swift action related to the recent student issue. Loves our Food Service staff and thinks we are lucky to have them. She is also grateful for, and feels privileged to work with our Board members.

Member Moore: Shared some kind words for Member Sipp. Stated he is also grateful for the district's swift handling of the recent student issue. He feels the FFA and the other excitement going on in our district is really cool. He is also grateful for the Board for their professionalism and for their work.

Member Mazurkiewicz: Recognizes Indigenous People's Day. Appreciates Dr. Sica's vision as he develops his own, as well as the district's goal setting. She also appreciates the district's handling of the recent student issue. She feels the district is on a positive trajectory and is grateful for our Food Service staff.

Chairman Frame: There is a lot going on in our district right now. Mentioned the recent Bond meeting had about 17 community members participate. He is encouraged by the actions of the district and reflected on his feelings about the meaning behind We Are Banks Braves.

### 8. Adjourn

Board Work Session  
Monday, October 14, 2024 4:00 PM Pacific

District Office Board Room  
12850 NW Main Street  
Banks, OR 97106

Ron Frame: Present  
Corissa Mazurkiewicz: Present  
William Moore: Present  
Leslee Sipp: Present  
Daniel Streblov: Present  
Present: 5.

## 1. Preliminaries

### 1.1. Call to Order

### 1.2. Roll Call

### 1.3. Approval of Agenda

I make a motion to approve the October 14th, 2024 agenda as presented. This motion, made by Corissa Mazurkiewicz and seconded by Leslee Sipp, Carried.

Ron Frame: Yea, Corissa Mazurkiewicz: Yea, William Moore: Yea, Leslee Sipp: Yea, Daniel Streblov: Yea

Yea: 5, Nay: 0

## 2. Discussion Items

### 2.1. Superintendent Goals & Evaluation

Dr. Sica reviewed the 23-24 Superintendent Goals, progress made and goals not met. For 2024-25, goal setting is aligned with the 5 criteria as outlined in the Strategic Plan, which will be used as the criteria for scoring. The board and staff will score Dr. Sica in each of the areas.

Dr. Sica shared an overview of previous year's goals, student and survey data, social emotional learning and safety concerns, community feedback and goal refinement.

The full report is attached to this meeting agenda.

#### 2.1.1. Goal #1 - BSD will provide a positive school culture.

### 2.2. Kelly Field 365 Update

Dr. Sica provided an update on the Kelly Field fundraising campaign which is in the soft launch phase right now, with an overall goal of approximately \$1 million dollars. The goal is to raise 500,000 while in the private phase, before moving into the public phase. Every donor will be recognized, and ideas about what recognition will look like are being considered.

The campaign involves a committee of 13 community members trained to identify potential donors and work with them. Emphasis oif the importance of board members making a donation to demonstrate commitment to the campaign.

Some discussion regarding the need for additional funding for construction and the potential impact on the project timeline.

### 2.3. Bond Update

#### 2.3.1. Master Planning

The Board made a motion to direct the Superintendent to continue working on a master plan utilizing all available district campus space and to work with consultants to further organize the evidence from the investigation from the current district office building. This motion, made by William Moore and seconded by Daniel Streblov, Carried.

Corissa Mazurkiewicz: Abstain (With Conflict), Ron Frame: Nay, William Moore: Yea, Leslee Sipp: Yea, Daniel Streblov: Yea

Yea: 3, Nay: 1, Abstain (With Conflict): 1

Ron Frame: Nay

Introductions were made.

District Administration Building Evaluation: BRIC Architecture, Cornerstone Mngt. & P&C Construction presented a memo on the status of the District Administration building including a comprehensive evaluation of the campus, including cost feedback, sequencing, etc.

Highlights were shared; discussing the potential use of this building, due diligence in understanding its structural integrity, educational and fiscal responsibility and community impact. The conversation included the need for mechanical engineering and structural evaluations to understand the true cost of renovating the building.

Cost estimates and program considerations: The revised budget estimates were shared, including higher costs for structural work and demolition. The team discussed the potential cost differences between renovating the existing building and new construction. The need for accurate cost estimates and the impact on the overall budget was emphasized. The conversation included the importance of understanding the real cost of renovating the building and the potential impact on the new high school program.

Historical Significance and Community Impact: The historical significance of the building was discussed as well as the need to balance preservation with modern educational needs. The team is considering the cost of maintaining the building's character and the impact on the overall budget. A concern was raised regarding the community's desire to preserve the building and its historical value. The conversation emphasized the need for detailed documentation and transparency in the decision-making process.

Next Steps and Decision Making: The team discussed the importance of following protocol and providing direction to the Superintendent for the master plan, as well as the need for additional documentation, and due diligence to support the decision. The potential impact on the project timeline and the importance of making the right decision for the district was also discussed.

Board members shared their thoughts and continued the discussion.

BRIC Architecture is tasked to develop 2 different master plans - one with keeping the building, one with eliminating it. Preliminary plans and costs in November so that a decision can be made in December.

In an effort to move the process forward, Member Moore proposed the motion to direct the Superintendent to continue working on a master plan utilizing all available district campus space and to work with consultants to further organize the evidence from the investigation of the current district office building.

The Superintendent reminded the Board that they would not be adopting a master plan until January.

### 3. Adjourn

Board Work Session  
Wednesday, October 30, 2024 7:00 PM Pacific

Temporary District Office Location  
42350 NW Trellis Way (BES)  
Banks, Or 97106

Ron Frame: Present  
Corissa Mazurkiewicz: Present  
William Moore: Present  
Leslee Sipp: Present  
Daniel Strelbow: Present  
Present: 5.

1. Preliminaries  
Dr. Sica gave a brief overview of the purpose of tonight's meeting.

1.1. Call to Order  
Called to order at 7:05 pm

1.2. Roll Call

1.3. Approval of Agenda  
I make a motion to approve the October 30th, 2024 Work Session agenda as presented. This motion, made by Daniel Strelbow and seconded by Leslee Sipp, Carried.  
Ron Frame: Yea, Corissa Mazurkiewicz: Yea, William Moore: Yea, Leslee Sipp: Yea, Daniel Strelbow: Yea  
Yea: 5, Nay: 0

2. Discussion Items

2.1. Bond Progress & Upcoming Decisions  
Dr. Sica shared a document that will be used for maintaining and monitoring Bond topics and progress. The Board reviewed the specifics of each item on the list  
Campus Safety: BRIC completed security surveys and interviews with staff. Safety updates will be started in the middle and elementary schools in the immediate future. Although surveys and initial work has been done, reports have not been provided yet.

Community Forum: The links in the document will be live soon; Board members can view them to see the information from each event. The Bond Oversight Committee will meet for the first time on November 15th. The committee will meet quarterly and is tasked with making sure that the Bond progress follows what was conveyed and promised to the community. Cornerstone Management will facilitate the meetings and the committee will have access to as much information as the Board does; as much as they need. After each committee meeting, the Board will receive a report.

Reviewed the Ballot title language as well as the list of the potential adds/wish list. A brief overview of the budget and allocation was reviewed as well. Some discussion of HVAC costs, contingency funds and interest.

In an effort to maintain better efficiency, Dr. Sica shared a proposal for changes to the structure of the Bond meetings. The proposal suggests that the weekly Bond Management and Master Plan meetings are attended by BSD staff only, and Board members attend a Bi-Monthly Work session. The Regular Board and Work Sessions will remain the same. The Bond Oversight Committee Meetings will report to the Board on a quarterly basis.

Chairman Frame's preference is to participate directly with the consultants. Dr. Sica would like a process that is more systemic. Sipp and Mazurkiewicz are fine with this change.

The Master Plan will be created with the highest student population the campus can maintain.

At the November 12th Board meeting, BRIC will present 3 new campus plans; one plan will completely remove the current District Administration Building; one plan will keep the current building but is over the square footage; one plan will include the District Admin building unattached to the high school building. At this point, a significant change in approach will start eating into the cost of BRIC and P&C services, as well as diminish the results of the plans. The Board will need to consider what point they will want to move forward to the next phase. The plans will be shared with the Board on November 8th; the Board should review the plans and send any questions to Brian to pass along to BRIC. There will be no action item on November 12th. The Bond Oversight Committee will meet on November 19th and there will be a community forum held on December 3rd. Dr. Sica proposes that the Board is prepared to make emotion to move a draft master plan forward, for BRIC to refine a draft during December to presenting January,

Misc: Temporary housing of students will likely be a Superintendent's decision. The Auxillary gym is being planned to be built next to the middle school.

The memo from BRIC regarding the District Administration Building was shared again, as well as the BSD Board agreements. Noteworthy: any formal decision will be listed as an action item. The next interim work session was scheduled. Board members should send any clarifying questions ahead of time to Brian.

Chairman made mention of purchasing additional property. Member Moore spoke to Mr. Eggleston and will provide the Board with the specific needs and desires of the shop.

3. Adjourn

Adjourned at 8:32pm

November Progress					
Topic	Progress	Current Decisions	Upcoming Decision	Needs of the Board by the District	Needs of the District by the Board
Master Planning		<ul style="list-style-type: none"> <li>● Revised Bond Program (<b>Decisions Made at BMT</b>) -               <ul style="list-style-type: none"> <li>○ For Example                   <ul style="list-style-type: none"> <li>■ Square Footage of the classrooms</li> </ul> </li> <li>○ We have been advised:                   <ul style="list-style-type: none"> <li>■ Recent projects are consistently over budget at the design phase due to the rate at which cost have increased</li> <li>■ The cost is not due to excessive or lavish design, rather, trying to build more sq, ft than funds allow.</li> </ul> </li> </ul> </li> </ul>	First Reading of the Master Plan in December		
Campus Safety					
Site Analysis					
October Progress					
Topic	Progress	Current Decisions	Upcoming Decision	Needs of the Board by the District	

Master Planning	<ul style="list-style-type: none"> <li>BRIC is preparing a Master Plan draft that includes options for the current DO building as part of due diligence. They are not considering additional exploration and cost are estimates based on consultant observation and experience (<a href="#">See memo with supporting documents</a>). The Master Plan will show how portions of the HS program are impacted (location, omission, etc) by keeping the DO</li> <li>BRIC is moving forward with the details of a Master Plan that includes the removal of the District Office and maximizes the HS program that can be included in the 2024 Bond Project</li> </ul>	<ul style="list-style-type: none"> <li>The more beneficial location of the aux gym is adjacent (possibly not connected) to the Middle School)</li> <li>Pending - Two or three story building <ul style="list-style-type: none"> <li>Three seems to be against current city ordinance.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>First Reading of the Master Plan in December</li> <li>Master Plan updates given on November 12</li> </ul>	<ul style="list-style-type: none"> <li>At the November 12 Meeting <ul style="list-style-type: none"> <li>Provide feedback and specific questions to Cornerstone/BRIC/P&amp;C regarding <ul style="list-style-type: none"> <li>The DO memo and supporting documentation</li> <li>The Master Plans</li> </ul> </li> </ul> </li> </ul>	
Campus Safety	<ul style="list-style-type: none"> <li>BRIC is completing a safety analysis using the <a href="#">CPTED Tool</a> and interviews with building staff</li> </ul>		<ul style="list-style-type: none"> <li>Perimeter Fencing and Secure Vestibule design (Details and Date TBD)</li> </ul>	<ul style="list-style-type: none"> <li>Review and provide feedback when plans are available.</li> </ul>	
Site Analysis	<ul style="list-style-type: none"> <li>Cornerstone is organizing survey work and initial permitting etc.</li> <li>Use of Wilkes and North roads for bus traffic</li> <li>Use of Oak Way for entrance</li> </ul>	None	None	None	

# Banks SD 13 - 23-25 Progress Markers

Progress Marker Identifier #	Progress Marker	2023-24 Q1 Progress (7/1/23-9/30/23)
1	<b>Start to See: Early signs of progress (3-6 months)</b>	
2	PM1 Community engagement is authentic, consistent, and ongoing. The strengths that educators, students, families, focal groups, and tribal communities bring to the educational experience informs school and district practices and planning.	Low
3	PM2 Equity tools are utilized in continuous improvement cycles, including the ongoing use of an equity lens or decision-tool that impacts policies, procedures, people/students, resource allocation, and practices that may impact grading, discipline, and attendance.	Medium
4	PM3 Data teams are formed and provided time to meet regularly to review disaggregated student data in multiple categories (grade bands, content areas, attendance, discipline, mental health, participation in advanced coursework, formative assessment data, etc.). These teams have open access to timely student data and as a result decisions are made that positively impact district/school-wide systems and focal populations.	Medium
5	PM4 Schools and districts have an accurate inventory of literacy assessments, tools, and curriculum being used, including digital resources, to support literacy (reading, writing, listening, and speaking). The inventory includes a review of what resources and professional development are research-aligned, formative, diagnostic, and culturally responsive.	Low
6	<b>Gaining Traction: Intermediate Changes (6-18 months)</b>	
7	PM5 Two-way communication practices are in place, with attention to mobile students and primary family languages. Families understand approaches to engagement and attendance, literacy strategy, math vision, what "9th grade on-track" means, graduation requirements, access to advanced/college-level courses and CTE experiences, and approaches to supporting student well-being and well-rounded education.	Low
8	PM6 Student agency and voice is elevated. Educators use student-centered approaches and instructional practices that shift processes and policies that actualize student and family ideas and priorities.	Low
9	PM7 Action research, professional learning, data teams, and strengths-based intervention systems are supported by school leaders and are working in concert to identify policies, practices, or procedures informed by staff feedback to meet student needs, including addressing systemic barriers, the root-causes of chronic absenteeism, academic disparity, and student well-being. These changes and supports are monitored and adjusted as needed.	Low
10	PM8 Comprehensive, evidence-informed, culturally responsive literacy plans, including professional development for educators, are documented and communicated to staff, students (developmentally appropriate), and families. Literacy plans and instruction are evaluated and adjusted to deepen students' learning. Digital resources are being used with fidelity to advance learners' engagement with instruction.	Low
11	PM9 A review of 9th grade course scheduling, as it relates to on-track status for focal student groups, accounts for core and support core class placement. School staff ensure emerging bilingual students are enrolled in appropriate credit-bearing courses that meet graduation requirements.	Medium
12	PM10 Foundational learning practices that create a culturally sustaining and welcoming climate are visible. This includes practices that ensure safe, brave, and welcoming classrooms, schools and co/extra curricular environments. Strengths-based, equity-centered, trauma and SEL-informed practices are present and noticeable. Policies and practices prioritize health, well-being, care, connection, engagement, and relationship building. Multiple ways of being are supported through culturally affirming and sustaining practices for students, staff, and administrators.	Medium
13	<b>Profound Progress: Substantial and Significant Changes (18 months+)</b>	
14	PM11 Schools strengthen partnerships with active community organizations and partners, including local public health, mental health, colleges, workforce development boards, employers, labor partners, faith communities, Tribal nations, and other education partners in order to collaboratively support students' growth and well-being. Characteristics of strong partnerships include mutual trust and respect, strengths-based and collaborative approaches, clear communication around roles, and shared responsibilities and decision-making power.	High
15	PM12 Financial stewardship reflects high-quality spending with accurate and transparent use of state and federal funds in relationship to a comprehensive needs assessment, disaggregated data, and the priorities expressed by students, families, communities, business, and Tribal partners in resource allocation and review.	Low
16	PM13 Students and educators experience a well-rounded and balanced use of assessment systems that help them identify student learning in the areas of the Oregon State Standards. Educators understand how to assess emerging multilingual students' assets to inform gauging progress.	No observable change
17	PM14 Policies, practices, and learning communities address systemic barriers. Schools and districts have a process to identify, analyze, and address barriers that disconnect students from their educational goals, impact student engagement or attendance, and/or impede students from graduating on-time or transitioning to their next steps after high school. Staff members are consistently engaging in action research, guided by students strengths and interests, to improve their practice and advance professional learning.	No observable change
18	PM15 Schools create places and learning conditions where every student, family, educator and staff member is welcomed, where their culture and assets are valued and supported, and where their voices are integral to decision making. Instruction is monitored and adjusted to advance and deepen individual learners' knowledge and understanding of the curriculum. Educators are empowered with agency and creativity. Communities are alive with visions, stories, and systems of vitality, wholeness, and sustainability.	Low
19	<b>Overall Reflection: Narrative Response</b> <b>For the following questions, please type your narrative response directly, ignoring the drop-down options.</b>	

2023-24 Q2 Progress (10/1/23-12/31/23)	2023-24 Q3 Progress (1/1/24-3/31/24)	2023-24 Q4 Progress (4/1/24-6/30/24)
Medium	Medium	No observable change
Medium	Medium	No observable change
Medium	Medium	No observable change
Medium	Medium	No observable change
Low	Low	No observable change
Medium	Medium	No observable change
Medium	Medium	No observable change
Low	Low	No observable change
Medium	Medium	No observable change
Medium	Medium	No observable change
High	High	No observable change
Low	Low	No observable change
No observable change	Low	No observable change
No observable change	Low	No observable change
Medium	Medium	No observable change

2024-25 Q1 Progress  
(7/1/24-9/30/24)

Medium

Low

High

Low

Low

Low

Medium

Low

No observable change

Low

Low

Low

Low

Low

Low

Progress Marker Identifier #	Progress Marker	2023-24 Q1 Progress (7/1/23-9/30/23)
20 OR1	Please share any highlights that provide additional context about the changes you have noted in your progress marker ratings above	BSD has undergone an extensive process of community engagement to create a strategic plan. As we move into our second year of the project, we have created scorecards and action plans for each of our schools that are aligned to the priorities of that plan. Some other highlights include: 1) Banks Elementary School was selected to participate in the Oregon RTI project. They have met regularly and are making steps toward full implementation. 2) We are making significant progress by partnering with the University of Washington to develop instructional visions for each of our schools. We are also implementing feedback loops to staff that are directly tied to that vision. 3) Our 9th grade success team continues to meet and make progress toward their goals. 4) Each school is represented at the Rural Development Initiative in our community to strengthen the partnerships of the entities in Banks. 5) The Banks School District has defined our vision for the educational experience of every child to be one that makes them Happy and Proud. We continue to align our actions to realizing this vision.
21 OR2	Please share other changes you've observed outside of the progress markers; for example, any observable changes made toward your outcomes when or if they don't correspond to the progress markers.	Nothing to report at this time.
22 OR3	Please share any lessons learned, constructive or critical, over this quarter, including anything surprising that has occurred that might be valuable for other leaders in your region or state leaders to understand.	We continue to strive to find assessment modes that are palatable to our community. However, it is clear that OSAS is not one. We need to reconcile the fatal flaw of allowing families to opt out while still counting those opt outs against the success rates of the school. That flawed use of data supports the false narrative of school failure.

2023-24 Q2 Progress (10/1/23-12/31/23)	2023-24 Q3 Progress (1/1/24-3/31/24)	2023-24 Q4 Progress (4/1/24-6/30/24)
<p>Banks School District continues the actions described in the Q1 report and continues to see evidence of growth. For example, the percentage of Elementary School Students Identified as Tier 3 for Literacy Intervention dropped in half by the end of December 2023. Likewise, over 50% of 6th grade students gained at least a year of literacy growth in the first semester.</p>	<p>Similar trends continue from Q2 as previously described. We believe these are indicative of successes that will be realized in Q4 with our summative indicators.</p>	
<p>Nothing to report at this time.</p>	<p>We have increased community inputs by formalizing a community curriculum committee to advise the board.</p>	
<p>We continue to work on mending the distrust our community sees in the OSAS exams. We continue to ask ODE to make progress toward fixing the obvious fatal flaw in the opt out process. However, we have built a comprehensive battery of assessments that our community trusts to demonstrate valid and reliable evidence of progress.</p>	<p>We continue to administer the OSAS exam as are analyzing results. We have observed significant increase in participation at our high school. In 2022-2023 all but one student opted out. We now have approximately 50% of our students testing.</p>	

2024-25 Q1 Progress  
(7/1/24-9/30/24)

We anecdotally believe that we are making significant progress in part due to our commitment to improvement science. Each school has a clearly defined action plan that is aligned to these indicators and quantitatively evaluated for both implementation as impact each quarter. Our professional belief is that our year long indicators will continue to improve.

Our progress indicators exceed the breadth of the IG reporting tools.

While we see incremental increases to our OSAS participation, it is clear that measure is not valued by the majority of our community. We are forced to find other valid and reliable measures of student progress in order to engage our community in academic discourse.

# Banks SD 13 - 2023-24 Budget

Activity ID #	Outcome and Strategy	Activity	All Reported Quarters Total Spent (autosum)	Activity Notes Q4 4/1/24-6/30/24 (Optional)	EIS Activity Spending Q4 4/1/24-6/30/24	HSS Activity Spending Q4 4/1/24 - 8/15/24	SIA Activity Spending Q4 4/1/24 - 9/30/24	Q4 Total Spent (Autosum)
1		<b>Total Allocation 2023-24</b>	<b>\$0.00</b>					<b>\$0.00</b>
2		<b>Unbudgeted (Autocalculate)</b>	<b>\$0.00</b>					<b>\$0.00</b>
3		<b>- Total Budgeted Amounts (Autosum)</b>	<b>\$1,326,755.82</b>		<b>\$0.00</b>	<b>\$144,739.75</b>	<b>\$511,639.10</b>	<b>\$656,378.85</b>
4	1 --	Indirect/Administration	\$0.00					\$0.00
5	2 A1	Salary for Certified Fine Arts Teacher at Banks High School	\$54,033.47				\$26,009.44	\$26,009.44
6	3 A1	Associated Payroll Costs for Certified Fine Arts Teacher at	\$42,961.88				\$20,807.72	\$20,807.72
7	4 A1	Salary for two Certified Social Studies Teachers. One at	\$122,761.13				\$62,574.61	\$62,574.61
8	5 A1	Associated Payroll Costs for two Certified Social Studies	\$92,742.99				\$45,999.03	\$45,999.03
9	6 A1	Salary for Certified Science Teacher at Banks Middle	\$88,071.84				\$44,248.12	\$44,248.12
10	7 A1	Associated Payroll Costs for Certified Science Teacher at	\$57,175.46				\$28,773.58	\$28,773.58
11	8 C3	Salary for counselor for the Banks Elementary School	\$52,944.56				\$25,099.04	\$25,099.04
12	9 C3	Associated Payroll Costs for counselor for the Banks	\$35,141.79				\$20,864.00	\$20,864.00
13	10 B1	Salary for counselor/dropout specialist for the Banks Middle	\$56,963.88				\$26,804.23	\$26,804.23
14	11 B1	Associated Payroll Costs for counselor/dropout specialist	\$44,810.30				\$21,200.91	\$21,200.91
15	12 C3	Salary for TOSA for Banks Elementary School for	\$107,203.33				\$49,967.76	\$49,967.76
16	13 C3	Associated Payroll Costs for TOSA for Banks Elementary	\$59,462.58				\$30,570.13	\$30,570.13
17	14 C2	Salary for two Classified Aids at Kindergarten Level	\$54,218.62				\$27,651.92	\$27,651.92
18	15 C2	Associated Payroll costs for two Classified Aids at	\$22,752.39				\$11,087.80	\$11,087.80
19	16 A5	Salary for CTE Agriculture Teacher	\$58,131.30			\$27,020.10		\$27,020.10
20	17 A5	Salary for CTE Applied Arts Teacher	\$77,031.36			\$32,045.00		\$32,045.00
21	18 A5	Associated Payroll Costs for CTE Applied Arts Teacher and	\$96,701.93			\$41,336.85		\$41,336.85
22	19 A4	Salary for Counselor at Banks High School	\$52,692.26			\$23,641.63		\$23,641.63
23	20 A4	Associated Payroll Costs for Counselor at Banks High	\$44,236.40			\$20,696.17		\$20,696.17
24	21 C1	Partnership with community organizations to provide	\$3,022.05					\$0.00
25	A5	Supplies for CTE Program Expansion	\$2,917.96					\$0.00
26	D1	Salary for Family Engagement Coordinator	\$25,635.36				\$11,522.16	\$11,522.16
27	D1	Associated Payroll Costs for Family Engagement	\$10,380.70				\$4,687.65	\$4,687.65
28	A1	Enhancing Materials Adoptions	\$53,771.00				\$53,771.00	\$53,771.00
29	A3	Instructional Coaching/Mentoring	\$10,991.28					\$0.00

Activity Notes Q3 1/1/24-3/31/24 (Optional)	EIS Activity Spending Q3 1/1/24-3/31/24	HSS Activity Spending Q3 1/1/24-3/31/24	SIA Activity Spending Q3 1/1/24-3/31/24	Q3 Total Spent (Autosum)	Activity Notes Q1 & Q2 7/1/23-12/31/23 (Optional)	EIS Activity Spending Q1 & Q2 7/1/23-12-31-23	HSS Activity Spending Q1 & Q2 7/1/23-12/31-23
				\$0.00			
				\$0.00			
	\$3,022.05	\$79,602.45	\$235,457.67	\$318,082.17		\$0.00	\$107,369.01
				\$0.00			
			\$12,810.99	\$12,810.99			
			\$10,176.82	\$10,176.82			
			\$29,998.58	\$29,998.58			
			\$22,844.31	\$22,844.31			
			\$21,943.52	\$21,943.52			
			\$14,609.86	\$14,609.86			
			\$13,779.24	\$13,779.24			
			\$7,778.09	\$7,778.09			
			\$13,211.28	\$13,211.28			
			\$10,326.88	\$10,326.88			
			\$23,198.73	\$23,198.73			
			\$14,293.85	\$14,293.85			
			\$13,456.41	\$13,456.41			
			\$6,106.93	\$6,106.93			
		\$13,379.76		\$13,379.76			\$17,731.44
		\$19,398.36		\$19,398.36			\$25,588.00
		\$24,177.91		\$24,177.91			\$31,187.17
		\$12,450.27		\$12,450.27			\$16,600.36
		\$10,089.02		\$10,089.02			\$13,451.21
	\$3,022.05			\$3,022.05	Still finalizing program	\$0.00	
		\$107.13		\$107.13			\$2,810.83
			\$7,056.60	\$7,056.60			
			\$2,874.30	\$2,874.30			
No Q3 Expenditures			\$0.00	\$0.00	No Q1 & Q2 expenditures		
			\$10,991.28	\$10,991.28	No Q1 & Q2 expenditures		

SIA Activity Spending Q1 & Q2 7/1/23-12/31/23	Q1 and Q2 Spending Totals (autosum)	Partnership	FTE	FTE Type	EIS Allowable Expenditure Area	HSS Activity Category	SIA Allowable Use Category	Object Code
	\$0.00							
	\$0.00							
<b>\$244,925.79</b>	<b>\$352,294.80</b>							
	\$0.00	--	--	--	--	--	--	690
\$15,213.04	\$15,213.04			1 Arts: Fine & Performance Arts (art/ music/			WRE	111
\$11,977.34	\$11,977.34			Arts: Fine & Performance Arts (art/ music/			WRE	2XX
\$30,187.94	\$30,187.94			2 Core: Social Sciences (civics/ history/			WRE	111
\$23,899.65	\$23,899.65			Core: Social Sciences (civics/ history/			WRE	2XX
\$21,880.20	\$21,880.20			1 Core: Science (biology/ chemistry/			WRE	111
\$13,792.02	\$13,792.02			Core: Science (biology/ chemistry/			WRE	2XX
\$14,066.28	\$14,066.28			1 Supports: School Counselor/School Social			H&S	111
\$6,499.70	\$6,499.70			Supports: School Counselor/School Social			H&S	2XX
\$16,948.37	\$16,948.37			1 Supports: School Counselor/School Social		DP MS8	H&S	111
\$13,282.51	\$13,282.51			Supports: School Counselor/School Social		DP MS8	H&S	2XX
\$34,036.84	\$34,036.84			1 Supports: Other			H&S	113
\$14,598.60	\$14,598.60			Supports: Other			H&S	2XX
\$13,110.29	\$13,110.29		1.625	Supports: Other			RCS	112
\$5,557.66	\$5,557.66			Supports: Other			RCS	2XX
	\$17,731.44			1 Arts (Applied): CTE (Approved Program of		CTE STA		111
	\$25,588.00			1 Arts (Applied): CTE (Approved Program of		CTE STA		111
	\$31,187.17			Arts (Applied): CTE (Approved Program of		CTE STA		2XX
	\$16,600.36			1 Supports: School Counselor/School Social		DP STA		111
	\$13,451.21			Supports: School Counselor/School Social		DP STA		2XX
	\$0.00	Community-Based Organization			ENG			31X
	\$2,810.83					CTE STA		4XX
\$7,056.60	\$7,056.60		0.8125	Supports: Family/Community Engagement			OCG	112
\$2,818.75	\$2,818.75			Supports: Family/Community Engagement			OCG	2XX
\$0.00	\$0.00						WRE	410
\$0.00	\$0.00						WRE	31X

EIS Activity Budget 23-24	HSS Activity Budget 23-24	SIA Activity Budget 23-24	Total Activity Budget 23-24 (autosum)	Last Updated
\$3,022.05	\$331,711.21	\$992,022.56	\$1,326,755.82	08/10/24 4:14 PM
\$0.00	\$0.00	\$0.00	\$0.00	08/10/24 4:14 PM
\$3,022.05	\$331,711.21	\$992,022.56	\$1,326,755.82	10/14/24 2:58 PM
			\$0.00	08/10/24 4:14 PM
		\$51,244.00	\$51,244.00	10/14/24 2:29 PM
		\$40,292.98	\$40,292.98	10/14/24 2:29 PM
		\$116,835.60	\$116,835.60	10/14/24 2:29 PM
		\$86,887.57	\$86,887.57	10/14/24 2:29 PM
		\$88,723.95	\$88,723.95	10/14/24 2:29 PM
		\$57,741.00	\$57,741.00	10/14/24 2:35 PM
		\$55,915.65	\$55,915.65	10/14/24 2:35 PM
		\$42,715.13	\$42,715.13	10/14/24 2:35 PM
		\$55,117.00	\$55,117.00	10/14/24 2:35 PM
		\$42,475.81	\$42,475.81	10/14/24 2:35 PM
		\$92,795.00	\$92,795.00	10/14/24 2:35 PM
		\$57,529.33	\$57,529.33	10/14/24 2:35 PM
		\$48,825.22	\$48,825.22	10/14/24 2:35 PM
		\$27,764.21	\$27,764.21	10/14/24 2:35 PM
	\$52,802.00		\$52,802.00	10/14/24 2:49 PM
	\$76,764.00		\$76,764.00	10/14/24 2:55 PM
	\$95,965.00		\$95,965.00	10/14/24 2:58 PM
	\$49,801.12		\$49,801.12	10/14/24 2:39 PM
	\$40,351.96		\$40,351.96	10/14/24 2:43 PM
\$3,022.05			\$3,022.05	08/10/24 4:14 PM
	\$16,027.13		\$16,027.13	08/10/24 4:14 PM
		\$25,875.00	\$25,875.00	10/14/24 1:59 PM
		\$10,338.00	\$10,338.00	10/14/24 1:59 PM
		\$50,947.11	\$50,947.11	10/14/24 2:35 PM
		\$40,000.00	\$40,000.00	08/10/24 4:14 PM

# OSBA Board of Directors CANDIDATE QUESTIONNAIRE

Name: Nancy E Thomas

Date: 23 Sept 2024

Address: 3766 SE Mckenzie Ave

City/Zip: Hillsboro, OR 97123

Business phone: 971 813.3189

Residence phone: 503.270.7596

Cell phone: 503.270.7596

E-mail: thomasn@hsd.k12.or.us

District/ESD/CC: Hillsboro School District

Term expires: 2025 Years on board: 4

Region: Washington County



Position #: 20

*I certify that if elected I will faithfully serve as a member of the OSBA Board of Directors. My nomination form has been submitted to OSBA (or is attached to this document) as evidence.*

Nancy E Thomas  
Name

September 23, 2024  
Date

**Be brief; please limit your responses to 50 words per question.**

1. Describe in your own words the mission and goals of OSBA.

OSBA provides multiple supports to local school boards and their directors including but not limited to Board of Director training, attorneys specializing in education, legislative lobbying efforts for matters that impact all school districts, contracted services, eg, insurance. These resources and others are INVALUABLE to all districts and especially our smaller and rural school districts.

2. What do you want to accomplish by serving on the OSBA board of directors?

I want to see continued progress as OSBA reviews itself, revamps itself and makes the turn toward a brighter and sustainable future for itself and our state school boards. I'd like to be a part of the OSBA change and the OSBA future. Looking forward to seeing a redraft of the strategic plan as well as stabilization and accountability of our finances. Hillsboro has taught me about partnership, collaboration and accountability and I bring these values to OSBA participation.

3. What leadership skills do you believe you bring to the board of directors? Give an example of a situation in which you demonstrated these skills.

There are two skills that I bring to the OSBA. One is the ability to say what needs to be said and know when to say it, and the other is authentic servant leadership. I prioritize the organization and its mission and direct my activities to support that mission. I respect the opinions of all and value the right to express them. As an elected official on behalf of our school districts and school boards, its imperative that I listen as intently as I speak and share my own thoughts.

# OSBA Board of Directors

4. What do you see as the two most challenging issues faced by OSBA?

First, we need to stabilize our budget for now and protect the endowment that supports the organization. That includes a successful increase in dues for all members. Second, we must re-brand ourselves under our new leadership and provide transparency and accountability to our members as well as maximize our value add to them and their districts.

5. What do you see as the two most challenging issues faced by your region?

First, our most challenging issues is the completion of all collective bargaining agreements of which Hillsboro is last. We must conclude and without further negative impact on students and teacher lay offs. Second, we must navigate a deficit created by lack of CSL level funding. We now face hard decisions that will impact collect bargaining as well as services delivered to our students and community.

6. What is your plan for communicating with boards in your region?

I communicate either in writing or via report out to our board of directors after every OSBA event. The OSBA board itself has provided a wealth of opportunity to share and collaborate with districts in my region. I would like to do some type of newsletter to all boards in our region collaborated by regional members of the OSBA board.

**Please continue to the next section.**

# OSBA Board of Directors

## CANDIDATE PERSONAL/PROFESSIONAL RESUME

**Work or service performed for OSBA or local district (include committee name and if you were chair):**

OSBA Board of Directors, 23' - '24; Hillsboro School District Board Member

**Other education board positions held/dates:**

HSD Board Strategic Planning Liaison '21 - '23; HSD Board Vice Chair '21 - '23

**Occupation (Include at least the past five years):**

Employers:

Oregon Department of Human Services

Dates:

2017 - 2020 Sr Internal Auditor

Jun 2020 - Current; Chief Operations Officer, District 2 - Multnomah County

**Schools attended (Include official name of school, where and when):**

High school: Parkway North High School, St. Louis, MO; graduated 1984

College: Drake University, Des Moines, IA - graduated 1988; Salmon P Chase College of Law - graduated 1996; George Washington U

Degrees earned: Bachelors - International Relations (Drake); Juris Doctorate (Salmon P Chase College of Law - Northern KY Univ); Master's

**Education honors and/or awards:**

**Other applicable training or education:**

**Activities, other state and local community services:**

**Hobbies/special interests:**

- + Dragon boat Paddling
- + Teach / Present on Leadership, Emotional Intelligence

**Business/professional/civic group memberships; offices held and dates:**

**Additional comments:**

Looking forward to continuing service to this noble organization.

# NANCY E THOMAS, J.D.

[nan.thomasinPDX@gmail.com](mailto:nan.thomasinPDX@gmail.com) \* 503.270.7596

## EDUCATION

**Bachelor of Arts**, Drake University

**Jurisprudence Doctorate**, Salmon P. Chase College of Law, Northern Kentucky University

**Master's Certification**, Commercial Contract Management, George Washington University

**Lean Six Sigma, Green Belt**, GE Aviation

## STATE OF OREGON WORK HISTORY

### OREGON DEPARTMENT OF HUMAN SERVICES (ODHS)

6/2020 - To date

Chief Operations Officer, District 2-Multnomah County

- First Priorities include Contracts, Facilities, Safety & Budget
- Second Priorities include Personnel & Training
- 1000+/- Employees
- \$350M+/- average biennium budget for 2 programs
- 8 branches throughout Multnomah County
- Child Welfare & Self Sufficiency Programs
- Leadership & Supervision of the following hybrid teams:
  - District Administration & Facilities Team (1+8)
    - Business Expert & Integrity Manager
    - (2) Facility Coordinators
    - (1) District Office Manager
    - (2) District Personnel Team
    - (1) District Auditor
  - Contracts / Budget Team (1+6)
    - Contracts Manager
    - (3) Contract Administrators
    - (1) Invoice Specialist
    - (2) Contract Support Specialists
  - Safety Specialists Team (3)
    - (2) Safety Specialists
    - (1) Safety Specialist Vacancy
  - Continuous Quality Improvement Team (4)
    - MO
    - KB
    - JMK
    - SN

9/2019 - 6/2020

Sr. Internal Auditor, Shared Services, ODHS Internal Audit Dept

1/2019 - 9/2019

Child Welfare Contract Optimization Consultant, Child Welfare

5/2017 - 1/2019

Sr. Internal Auditor, Shared Services, ODHS Internal Audit Dept

## PRIOR WORK HISTORY

2/2017 - 5/2017

VIGOR INDUSTRIES, LEGAL CONSULTANT, Legal Department

11/2015 - 6/2016

QORVO, INC., CONTRACTS MANAGER, Legal Department

11/2008—11/2015

GE AVIATION LEGAL DEPARTMENT

COMMERCIAL ENGINE OPERATIONS LEGAL DEPARTMENT,

LEGAL SALES CONTRACT ANALYST (2012-2015)

Produced risk analysis and contract management for \$100M+ airframe contract. Oversaw legal

response for internal risk approval process for internal stakeholders. Implemented legal assistance in volatile claims settlement negotiations with strong rapport with large customers. Appointed to provide contract support to (7) site global business unit worth \$200M+.

UNISON DIVISION, LEGAL FOCAL (2010 - 2012)

GE AVIATION CONTRACT MANAGER, (2008 - 2010)

Authored and negotiated sales contracts and amendments for engine sales \$1M—\$800M+.

Established legal analysis for Sales in Executive approval matrix procedure. Formalized and drafted protocols for legal support and risk analysis to PM of 150+ engine services program. Negotiated \$850M services contract for large airline customer.

- 2004—2008 HARRIS CORPORATION BROADCAST COMMUNICATIONS DIVISION, LEGAL DEPARTMENT, CONTRACTS MANAGER
- 1999—2004 HAMILTON COUNTY FAMILY & CHILDREN FIRST COUNCIL, CONTRACTS MANAGER
- 1996—1999 HEALTHCARE LEGAL DEPARTMENTS  
CHOICECARE, INC., ANCILLARY CONTRACTS SPECIALIST, (1996 - 1998)  
MEDICA, INC., BUSINESS DEVELOPMENT SPECIALIST, (1998 -1999)

## **POST UNDERGRAD & GRADUATE WORK HISTORY**

- 1993—1996 SALMON P. CHASE COLLEGE OF LAW, FULL TIME LAW STUDENT
- \* Harmon, Davis & Associates, LAW CLERK
    - Personal Injury trial preparation and research
    - Federal criminal investigations and defense preparation
    - Criminal trial preparation
  - \* Hamilton County Court of Common Pleas, LEGAL EXTERN, 6 months
    - Drafted initial opinions for judge
    - Conducted legal research for judge opinions
    - Assisted judge clerk in his absence
  - 6<sup>th</sup> Circuit Court of Appeals, LAW CLERK ASSOCIATE, 6 months
    - Authored Court of Appeals Guide to use and practice
    - Drafted initial court opinions for judge magistrate
- 1992—1993 HARRIS, BELLA & BURGIN, ASSOCIATES, WORKER'S COMPENSATION PARALEGAL
- \* Legal research and evidence preparation and organization
  - \* Litigation & Worker's Comp Board Hearing preparation for attorney
- 1990—1992 AEON CORPORATION, INTERNATIONAL HUMANITIES SPECIALIST
- \* Lived and worked in Osaka, Japan
  - \* Taught English to businessmen and relocating families
  - \* Translated business documents and correspondence
  - \* Achieved 4th grade level Kanji certification

## **PROFESSIONAL LEADERSHIP & PUBLIC SPEAKING**

### **OREGON DEPARTMENT OF HUMAN SERVICES**

- WELD Guest Speaker on Emotional Intelligence for Women Leaders Spring 2023
- In COO Role...
  - Executive Sponsor of District Employee Resource Groups
  - Member of African-American Managers Council
  - Multiple Mentor-Mentee relationships annually
- Speaker (Emotional Intelligence) at OR State Diversity Conference, 2020
- ODHS Leadership Academy, Annual curriculum speaker on Emotional Intelligence 2018 - 2019

### **GE AVIATION -**

- Co-Chaired GE AVIATION Legal Operations ("ALO") Diversity Council;

- Orchestrated Global Diversity & Inclusion Programs at 5 global sites for Diversity Day Celebration featuring New York Times Bestselling author Dr. Mahzarin Banaji, author of Blind Spot
- Facilitated Diversity Summit for Women Engineer students being recruited to GE Aviation;
- Chaired GE Sings (internal competition for winner participation in Cincinnati Sings competition);
- Appointed to Steering Committee for GE People With Disabilities Network guiding efforts to organize and achieve 'affinity' status and corporate recognition;
- Participating member of AAF, Hispanic Forums and Women's & Veteran's Networks;
- Taught Junior Achievement to at-risk urban high school students providing personal finance awareness and career exposure
- GE Aviation SWEL (Summer Work Experience in Law), MENTOR
- GE Aviation AAF Coop & Leadership Program, MENTOR
- GE Aviation People With Disabilities Network, STEERING COMMITTEE

#### **NON-PROFIT ADVOCACY –**

- Parents For Public Schools of Greater Cincinnati; Advancing board leadership roles to President, advocating strong public schools for all students and empowering parents to engagement;
- Girls On The Run of Ohio, Inc.; Advocating for girl power, self-confidence and success in life
- Greater Cincinnati Stroke Association; "HERO AWARD" recipient advocating stroke awareness

### **PURPOSE DRIVEN ADVOCACY**

2021 - CURRENT	Publicly Elected to Hillsboro School District ("HSD") Board of Directors 7/2023 – current Board Member 8/21 – 7/23 – Board Vice Chair
2014—2015	Parents for Public Schools of Greater Cincinnati, Inc., BOARD PRESIDENT, leading 8 member Board and agency budget of \$350K CLASS IS IN SESSION, Radio Co-host; Live Call-in talk show on education, WDBZ—AM1230
2014—2015	North Avondale Montessori School, Local School Decision Making Committee (LSDMC) Chair (12 member committee)
2013—2015	The Vineyard Cincinnati, PRAYER TEAM VOLUNTEER
2012—2014	Parents for Public Schools of Greater Cincinnati, Inc., BOARD SECRETARY North Avondale Montessori School, LSDMC PARENT REPRESENTATIVE North Avondale Montessori School, Field Day Chair, leading 125+ volunteers WCET TV, Town Hall on Education, PARENT REPRESENTATIVE participant GE Aviation Junior Achievement, VOLUNTEER teaching 9-12 urban high school
2010 - 2011	GE Aviation SWEL (Summer Work Experience in Law), MENTOR GE Aviation AAF Coop & Leadership Program, MENTOR GE Aviation People With Disabilities Network, STEERING COMMITTEE
2002—2007	Girls On The Run of Ohio, Inc., BOARD MEMBER

#### **PUBLICATIONS -**

##### **MAGAZINE—**

National Contract Management Magazine, *"The Value Proposition for Diversity vs. the 'Do Nothing' Cost & Impact", August 2015 edition*

**BOOKS—**

*Thriving In Denial: The MS Manifesto*

*A Shot In the Ass!*

*The Other 90%: Success In & After Law School When You're Not At the Top of the Class*

# NOMINATION FORM

## OSBA BOARD OF DIRECTORS

### REGIONAL MEMBER

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

TO: Chris Cronin, OSBA President-Elect  
Oregon School Boards Association  
1201 Court St NE, #400  
Salem, OR 97301  
Fax: 503-588-2813  
E-mail: [OSBAelections@osba.org](mailto:OSBAelections@osba.org)

**Nominations are due by 5 pm,  
September 27, 2024**

Return this form and all candidate information  
forms to the OSBA office by email at  
[OSBAelections@osba.org](mailto:OSBAelections@osba.org), or mail to Oregon  
School Boards Association, 1201 Court  
St. NE, #400, Salem, OR 97301

Dear Chris Cronin:

With this letter, our board nominates the candidate named below to a position on the OSBA Board of Directors for the  
\_\_\_\_\_ Region, Position # \_\_\_\_\_.

### BOARD CANDIDATE INFORMATION

Name: \_\_\_\_\_

District/ESD/Community College: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Oregon ZIP: \_\_\_\_\_

E-mail: \_\_\_\_\_ Phone: \_\_\_\_\_

**This nomination was approved by official action of our board of directors at a duly called meeting on  
\_\_\_\_\_.**  
**(date)**

\_\_\_\_\_  
(Board Chair signature)

Board Chair name: \_\_\_\_\_

District: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

# NOMINATION FORM

## OSBA BOARD OF DIRECTORS

### REGIONAL MEMBER

Date: 09/24/2024

TO: Chris Cronin, OSBA President-Elect  
Oregon School Boards Association  
1201 Court St NE, #400  
Salem, OR 97301  
Fax: 503-588-2813  
E-mail: [OSBAelections@osba.org](mailto:OSBAelections@osba.org)

**Nominations are due by 5 pm,  
September 27, 2024**

Return this form and all candidate information forms to the OSBA office by email at [OSBAelections@osba.org](mailto:OSBAelections@osba.org), or mail to Oregon School Boards Association, 1201 Court St. NE, #400, Salem, OR 97301

Dear Chris Cronin:

With this letter, our board nominates the candidate named below to a position on the OSBA Board of Directors for the Northwest Region, Position # 15.

### BOARD CANDIDATE INFORMATION

Name: Kristy Kottkey  
District/ESD/Community College: Forest Grove School District  
Address: 2728 Harvest Ct.  
City: Forest Grove Oregon ZIP: 97116  
E-mail: kkottkey@osba.org Phone: 503-810-4877

This nomination was approved by official action of our board of directors at a duly called meeting on 09/24/2024.  
(date)

  
(Board Chair signature)

Board Chair name: Kate Grandusky, Vice Chair  
District: Forest Grove School District  
Address: 1728 Main St  
City, State, Zip: Forest Grove, OR 97116

# OSBA Board of Directors CANDIDATE QUESTIONNAIRE

Name: Kristy Kottkey

Date: 8/23/2024

Address: 2728 Harvest Ct.

City/Zip: Forest Grove, OR 97116

Business phone: \_\_\_\_\_

Residence phone: 503-810-4877

Cell phone: 503-810-4877

E-mail: kkottkey@osba.org

District/ESD/CC: 15 Washington County

Term expires: 2027 Years on board: 1.5

Region: Washington

Position #: 15

Insert your high-resolution digital photo (head shot):  
1) Open this PDF in Adobe  
2) Click on Tools tab  
3) Click Edit PDF  
4) Click on Add Image  
5) Navigate to where photo is  
6) Position photo in this frame

*I certify that if elected I will faithfully serve as a member of the OSBA Board of Directors. My nomination form has been submitted to OSBA (or is attached to this document) as evidence.*

*Kristy Kottkey*

08/23/2024

Name

Date

***Be brief; please limit your responses to 50 words per question.***

1. Describe in your own words the mission and goals of OSBA.

The mission of OSBA is to align policy, build relationships, and create advocacy pathways to make sure that all students in Oregon schools are served equitably and funded adequately to ensure a high quality education for all. Ultimately, the OSBA can and should help school board function at maximum effectiveness to be able to deliver services to all students and families.

2. What do you want to accomplish by serving on the OSBA board of directors?

I would love to build connections and relationships between board members so we can better align our policies and ideas across the state. I would also like to improve communication between the OSBA board and individual school boards to help with alignment in message to the broader community - in particular to those in our state who do not currently have children in schools. It is vital that everyone understands and commits to supporting public education for the greater good.

3. What leadership skills do you believe you bring to the board of directors? Give an example of a situation in which you demonstrated these skills.

I have recently served on city council, am currently chair of the FGSD School board, but most importantly I was a teacher and team leader for years. I helped teams of teachers create and implement curriculum that served our most at-risk population of students. I hold a current teaching license, was back teaching in the classroom this past spring, and my husband is a middle school science teacher. I have a more direct experience with what is happening in today's classrooms and can communicate that need at legislative levels effectively.

**Email to [OSBAelections@osba.org](mailto:OSBAelections@osba.org), or mail to: Oregon School Boards Association, 1201 Court St NE, #400, Salem, OR 97301**

*Materials submitted by the candidate on this form may be subject to a public information request under ORS Chapter 192.*

# OSBA Board of Directors

## CANDIDATE PERSONAL/PROFESSIONAL RESUME

**Work or service performed for OSBA or local district** (include committee name and if you were chair):

OSBA board of directors 2023-24

**Other education board positions held/dates:**

FGSD School Board 2023-24

**Occupation** (Include at least the past five years):

Employers:

Semi-retired teacher

Dates:

**Schools attended** (Include official name of school, where and when):

High school: Mt. Vernon High School

College: Diploma

Degrees earned:

**Education honors and/or awards:**

**Other applicable training or education:**

MAT Education from Pacific University

**Activities, other state and local community services:**

Former City Councilor, Community Policing Advisory Committee, Forestry Committee, ODC Oregon Disability Commission

**Hobbies/special interests:**

Running, Gardening, Cheering for the Washington Huskies and Green Bay Packers

**Business/professional/civic group memberships; offices held and dates:**

**Additional comments:**

## Meeting Minutes of September 10, 2024

**CALL TO ORDER** Board Chair Kristy Kottkey called the meeting to order at 5:32 p.m. and welcomed everyone; she then led the pledge of allegiance. The following were in attendance:

### Board of Directors

Kristy Kottkey, Chair  
Kate Grandusky, Vice-Chair  
Brad Bafaro  
Mark Everett  
Valyrie Ingram  
Paola Garcia Andrade, Student Representative

### Staff

Suzanne West, Superintendent  
John O'Neill, Assistant Superintendent  
Kim Shearer, Director of Student Services  
Ilean Clute, Director of Finance  
Enrique Pinon, Technology Manager  
David Warner, Director of Communications  
Arturo Lomeli, Director of Teaching and Learning  
Bethany Magnuson, Executive Assistant

## PRELIMINARIES

### **Introductions**

Chair Kottkey announced a change in process from previous board meetings in regards to introductions.

### **Approval of the Agenda**

Director Ingram moved to approve the agenda as presented, Director Grandusky seconded and the agenda was approved.

### **Superintendent Comments | Calendar Notes**

Superintendent West made comments about an excellent first week of school. Explained there were expected bumps in places, such as high school lunches. CHAMPS and PAX are taking off with over 38 staff that have already contacted our TOSAs for 1:1 coaching. Athletics and other activities are off to a strong start with Forest Grove High School winning their first game of the season. Calendar updates included Congresswoman Bonamici's visit to Neil Armstrong Middle School. Congresswoman Bonamici spoke with leadership and students about her role and answered questions. Bond Oversight Meeting on September 11, 2024 and Open House at the Elementary School were also noted calendar items.

### **Forest Grove Education Association**

Diana Smith & Hillary Barraza presented on the topic of FGEA Contract 6.5 regarding class size. Superintendent or designee must meet with the Association President by October 15th. Explained the process when someone comes to them with concerns.

### **Unscheduled Public Appearance**

The following person provided unscheduled public comment regarding dress code in person: Diana Smith.

## CONSENT

The board engaged in a discussion regarding Consent Agenda: Personnel. Request to bring in GCPC/GDPC-AR Re-employment of PERS Retired Staff policy to work session.

2024-111 MOTION: Director Ingram moved to approve the consent agenda while pulling the retirement of Barry Berdahl and Greg Evers and the temporary hire of Barry Berdahl and Greg Evers as presented, Director Bafaro seconded, unanimously carried with a vote of 5-0.

**Item 1:** Board Minutes of the August 27, 2024 meeting.

**Item 2:** Personnel

**Item 3:** Accounts Payable ending August 31, 2024

## PRESENTATIONS

### Oath of Office for Student Representative

Chair Kottkey administered the oath of office to Paola Garcia Andrade, student representative to the school board for the 2024-2025 school year.

Student Representative Garcia Andrade introduced herself and her leadership team.

### Superintendent Evaluation Process

Superintendent West shared a presentation regarding the current evaluation process of the superintendent and request for next steps. Requesting to co-create 3-5 high leveraged goals.

Following discussion, each director agreed to move the Superintendent Evaluation Process to a working session.

## ACTION

### 2025-2026 Budget Development Calendar

The board had the opportunity to review the 2025-2026 Budget Development calendar at the August 27, 2024 meeting. There was one revision, which was to change the meetings in February and April day of the week from Monday to Tuesday. That change is reflected in the attached proposed public budget process calendar. A number of key events are outlined in the calendar.

2024-112 MOTION: Director Grandusky moved to approve the proposed 2025-2026 Budget Development Calendar as presented, Director Bafaro seconded, unanimously carried with a vote of 5-0.

2024-113 MOTION: Director Ingram moved to declare the Budget Committee vacancies. Director Everett seconded, unanimously carried with a vote of 5-0.

2024-114 MOTION: Director Bafaro moved to approve the timeline and process for the 2025-2026 budget. Director Ingram seconded, unanimously carried with a vote of 5-0.

2024-115 MOTION: Director Ingram moved to appoint Director Ingram and Director Grandusky to complete candidate interviews, Director Bafaro seconded, unanimously carried with a vote of 5-0.

Oregon School Boards Association Board of Directors Nomination

Serving on the Oregon School Boards Association Board provides an opportunity to develop leadership skills and impact issues at the state and federal levels. School board members interested in running for a position on the OSBA Board of Directors need to be nominated by a member board within their region. Nominations require official board action.

Director Kottkey is interested in running for open position 15. Included in the packet is the candidate questionnaire that she has filled out.

2024-116 MOTION: Director Grandusky moved to nominate Chair Kristy Kottkey for the Oregon School Boards Association Board of Director position #15, Director Ingram seconded, unanimously carried with a vote of 4-0.

**FUTURE ACTION ITEMS**

Future Board Items | Board Discussion

Chair Kottkey offered the opportunity for discussion. No items discussed at this time.

**ADJOURNMENT**

There being no further business the meeting adjourned at 6:32 p.m.

\_\_\_\_\_  
Bethany Magnuson, Executive Assistant

\_\_\_\_\_  
Kristy Kottkey, Board Chair

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



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## Resolution to Amend the OSBA Dues Schedule

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WHEREAS, the Oregon School Boards Association (OSBA) dues revenue as a percentage of OSBA's total revenues is declining. OSBA's dues revenue as a percentage of OSBA's operating costs to support the services OSBA provides to members is also declining;

WHEREAS, the percentage of dues revenue as a proportion of total association revenue has fallen 19.1 percent since the 1996-97 fiscal year to 6.4 percent of total association revenue. If dues do not increase, this percentage of total association revenue will continue to decline;

WHEREAS, the OSBA dues schedule has not increased since the 1998-99 fiscal year;

WHEREAS, OSBA retained The Coraggio Group to do an in-depth analysis of the value of the programs and services OSBA offers to its members and develop a 3-5 year sustainable business plan with member engagement;

WHEREAS, based on the survey data obtained by The Coraggio Group, OSBA members overwhelmingly agree that they receive great service for what they currently pay. Current annual member dues are as low as \$250. Given the costs associated with providing no cost or highly subsidized services available to members, \$250 is very low in comparison.

WHEREAS, The Coraggio Group in collaboration with OSBA staff, has recommended a phased increase in the dues schedule. This approach aims to provide financial stability for the organization and align the dues with other state associations, thereby enabling the association to continue offering its high-quality programs and services.

WHEREAS, the proposed dues increase, which was reviewed by the OSBA Finance Committee, and approved by the OSBA Board of Directors on June 15, 2024, supports the recommendation to amend the OSBA Dues Schedule.

THEREFORE, BE IT RESOLVED in recognition of the current financial situation of Oregon districts and the need for an OSBA dues adjustment, the OSBA Board of Directors recommends that the dues schedule be amended in a manner so that OSBA member school districts and education service districts (ESDs) paying more than \$1,500 annually will experience a dues increase of 15% annually for five consecutive years beginning in the 2025-2026 fiscal year. Beginning in the 2030-31 fiscal year, the dues will increase annually as a percentage in alignment with the Consumer Price Index;

THEREFORE, BE IT FURTHER RESOLVED, the OSBA Board of Directors recommends a membership dues floor be established at \$1,500 and a maximum dues rate of \$25,000 per fiscal year. For OSBA member school districts, ESDs, and community colleges who are below this floor, dues will increase \$250 per year until the floor is reached. For school districts and ESDs that reach the floor before the 2030-31 fiscal year, dues will increase by 15% per year until the 2030-31 fiscal year. Beginning in the 2030-31 fiscal year, dues for all school districts, ESDs, and community colleges will increase annually as a percentage in alignment with the Consumer Price Index.

BE IT FURTHER RESOLVED by the OSBA Board of Directors that the proposed amendments to the OSBA Dues Schedule be submitted to the membership for consideration during the 2024 OSBA election; and

BE IT FURTHER RESOLVED by the OSBA Board of Directors that the proposed amendments to the OSBA Dues Schedule and a copy of this resolution be forwarded to all OSBA member boards in accordance with the OSBA Board of Directors' adopted elections calendar.

*Submitted by: OSBA Board of Directors*

DISTRICT	24-25 DUES	25-26 DUES	26-27 DUES	27-28 DUES	28-29 DUES	29-30 DUES	30-31 DUES**
District Member 01 (under 100)*	\$ 250.25	\$ 500.25	\$ 750.25	\$ 1,000.25	\$ 1,250.25	\$ 1,500.00	\$ 1,560.00
District Member 02 (100-249)*	\$ 541.25	\$ 791.25	\$ 1,041.25	\$ 1,291.25	\$ 1,541.25	\$ 1,772.44	\$ 1,843.34
District Member 03 (250-499)*	\$ 778.00	\$ 1,028.00	\$ 1,278.00	\$ 1,528.00	\$ 1,757.20	\$ 2,020.78	\$ 2,101.61
District Member 04 (500-999)	\$ 1,420.50	\$ 1,633.58	\$ 1,878.61	\$ 2,160.40	\$ 2,484.46	\$ 2,857.13	\$ 2,971.42
District Member 05 (1000-1999)	\$ 2,503.00	\$ 2,878.45	\$ 3,310.22	\$ 3,806.75	\$ 4,377.76	\$ 5,034.43	\$ 5,235.80
District Member 06 (2000-2499)	\$ 3,450.00	\$ 3,967.50	\$ 4,562.63	\$ 5,247.02	\$ 6,034.07	\$ 6,939.18	\$ 7,216.75
District Member 07 (2500-3999)	\$ 5,952.75	\$ 6,845.66	\$ 7,872.51	\$ 9,053.39	\$ 10,411.40	\$ 11,973.11	\$ 12,452.03
District Member 08 (4000-4999)	\$ 7,035.00	\$ 8,090.25	\$ 9,303.79	\$ 10,699.36	\$ 12,304.26	\$ 14,149.90	\$ 14,715.89
District Member 09 (5000-9999)	\$ 8,658.25	\$ 9,956.99	\$ 11,450.54	\$ 13,168.12	\$ 15,143.33	\$ 17,414.83	\$ 18,111.43
District Member 10 (10000-25000)	\$ 10,823.00	\$ 12,446.45	\$ 14,313.42	\$ 16,460.43	\$ 18,929.49	\$ 21,768.92	\$ 22,639.68
District Member 11 (over 25000)***	\$ 18,940.00	\$ 21,781.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 26,000.00
						\$	-
ESD Membership Dues 01 (under 1000)*	\$ 473.75	\$ 723.75	\$ 973.75	\$ 1,223.75	\$ 1,473.75	\$ 1,694.81	\$ 1,762.61
ESD Membership Dues 02 (1000-2500)*	\$ 710.50	\$ 960.50	\$ 1,210.50	\$ 1,460.50	\$ 1,679.58	\$ 1,931.51	\$ 2,008.77
ESD Membership Dues 03 (2500-5000)*	\$ 947.00	\$ 1,197.00	\$ 1,447.00	\$ 1,664.05	\$ 1,913.66	\$ 2,200.71	\$ 2,288.73
ESD Membership Dues 04 (5000-7500)*	\$ 1,082.50	\$ 1,332.50	\$ 1,582.50	\$ 1,819.88	\$ 2,092.86	\$ 2,406.78	\$ 2,503.06
ESD Membership Dues 05 (7500-10000)	\$ 1,556.00	\$ 1,789.40	\$ 2,057.81	\$ 2,366.48	\$ 2,721.45	\$ 3,129.67	\$ 3,254.86
ESD Membership Dues 06 (10000-15000)	\$ 2,029.50	\$ 2,333.93	\$ 2,684.01	\$ 3,086.62	\$ 3,549.61	\$ 4,082.05	\$ 4,245.33
ESD Membership Dues 07 (15000-25000)	\$ 2,367.75	\$ 2,722.91	\$ 3,131.35	\$ 3,601.05	\$ 4,141.21	\$ 4,762.39	\$ 4,952.89
ESD Membership Dues 08 (25000-50000)	\$ 3,111.75	\$ 3,578.51	\$ 4,115.29	\$ 4,732.58	\$ 5,442.47	\$ 6,258.84	\$ 6,509.19
ESD Membership Dues 09 (above 50000)	\$ 4,667.50	\$ 5,367.63	\$ 6,172.77	\$ 7,098.68	\$ 8,163.49	\$ 9,388.01	\$ 9,763.53
State Board of Education	\$ 67.75	\$ 77.91	\$ 89.60	\$ 103.04	\$ 118.50	\$ 136.27	\$ 141.72
Community College Association****	\$ 4,601.00	\$ 8,851.00	\$ 13,101.00	\$ 17,351.00	\$ 21,601.00	\$ 25,500.00	\$ 26,520.00

\*Add \$250 annually until floor is reached, then increase 15% through year 5

\*\*Reflects an estimated CPI increase of 4%

\*\*\* \$25,000 cap prior to CPI

\*\*\*\*Reflects an increase of \$250 per year, per community college (17) annually until the community colleges reach the \$1,500 floor amount per college. (\$25,500)



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## Resolution to Amend Oregon School Boards Association's Bylaws Relating to Composition of the Board of Directors

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WHEREAS, the Oregon School Boards Association (OSBA) was formed in 1946 as a volunteer association of locally elected public school boards and transitioned to a nonprofit public benefit corporation under Oregon Revised Statute Chapter 65 as of July 1, 2018;

WHEREAS, the Oregon LGBTQIA2S+ School Board Members Advisory Committee has been operating as an OSBA board appointed advisory committee since September 22, 2023; has a record of regular meetings; has draft bylaws; has identified goals that align with the mission, vision and goals of OSBA; has draft action plans; and a draft budget;

WHEREAS, the Oregon LGBTQIA2S+ School Board Members Advisory Committee is ready to elect officers and their Leadership Assembly;

WHEREAS, the Oregon LGBTQIA2S+ School Board Members Advisory Committee has articulated its mission as follows: "To promote quality education for all students with an emphasis on the unique needs of LGBTQIA2S+ students, staff and board members.";

WHEREAS, OSBA's Board of Directors recognizes the importance of the Oregon LGBTQIA2S+ School Board Members Advisory Committee's mission and goals; and

WHEREAS, the Oregon LGBTQIA2S+ School Board Members Advisory Committee has respectfully requested that the Board of Directors submit a resolution to the membership creating the Oregon School Board Members PRIDE Caucus (OSBM PRIDE) and designate a seat on the OSBA Board of Directors and Legislative Policy Committee.

THEREFORE, BE IT RESOLVED by the OSBA Board of Directors that the proposed bylaws amendment designating an Oregon School Board Members PRIDE Caucus representative as a voting member of the OSBA Board of Directors and Legislative Policy Committee be submitted to the membership for consideration during the 2024 OSBA election; and

BE IT FURTHER RESOLVED that the draft bylaws and a copy of this resolution be forwarded to all association member boards in accordance with OSBA's adopted elections calendar.

*Submitted by: OSBA Board of Directors*

# BYLAWS

OREGON SCHOOL BOARD MEMBERS PRIDE CAUCUS  
OF THE OREGON SCHOOL BOARDS ASSOCIATION

DRAFT

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# ARTICLE 1

## CHARTER

The Oregon School Boards Association (the “OSBA”) exists solely to perform essential governmental functions and all its income must accrue to the State of Oregon or its political subdivisions as required under IRC Section 115. OSBA’s mission is to improve student success and education equity through advocacy, leadership and service to Oregon public school boards.

OSBA is aware and acknowledges that diversity is a core value of OSBA. OSBA desires to identify areas of concern and causation, convene a caucus of stakeholders, and create a plan to better promote and support the success of students, school staff and school board members who identify as part of the LGBTQIA2S+ communities.

To this end, The OSBA Board of Directors has formally recognized the Oregon School Board Members PRIDE Caucus (the “Caucus”) to serve as a resource and provide guidance and leadership for these initiatives to the OSBA Board of Directors.

The activities of the Caucus shall align with OSBA bylaws as well as complement, not duplicate, OSBA’s efforts on behalf of all local governing boards.

# ARTICLE 2

## NAME, MISSION AND GOALS

**2.1 Name.** This organization shall be known as the Oregon School Board Members PRIDE Caucus (OSBM PRIDE) of the Oregon School Boards Association (OSBA).

**2.2 Mission.** To promote quality education for all students with an emphasis on the unique needs of LGBTQIA2S+ students, staff and board members.

**2.3 Goals.**

**2.3.1** The implementation of ODE’s “Oregon LGBTQ2SIA+ Student Success Plan.”

**2.3.2** Promoting positive and effective relationships among LGBTQIA2S+ school board members, their communities, political leaders, partner organizations and OSBA.

**2.3.3** Building and increasing capacity of LGBTQIA2S+ school board members and support a pipeline for LGBTQIA2S+ people to run for school board seats.

**2.3.4** Serving as a resource.

**2.3.5** Developing, promoting, and advancing legislation to improve educational opportunities and outcomes for LGBTQIA2S+ students, staff and families.

**2.3.6** Equipping and advancing LGBTQIA2S+ board members to serve in the general OSBA leadership.

**2.3.7** Building capacity of the general board membership in understanding the issues of LGBTQIA2S+ people and inclusion.

## ARTICLE 3

### MEMBERSHIP

**3.1 Qualification.** All members must support the purposes and goals of the Caucus as set forth in Article 2.

**3.2 Members.** The Caucus members may include any elected or appointed member of any public board of education in Oregon who are active members in good standing with the Oregon School Boards Association and identify as a member of the LGBTQIA2S+ communities. Caucus members may participate in all discussions, vote, and serve as an officer of the Caucus. Members must attend the meeting in person, via telephone, or via virtual meeting platform (e.g., Zoom) to vote. Voting by proxy shall not be permitted.

**3.3 Attendees.** The Caucus may, in its discretion, invite to participate in any meeting or event any other individuals who support the purpose and goals of the Caucus as set forth in Article 2.

**3.4 Membership List.** The Membership list shall be maintained by the Secretary.

## ARTICLE 4

### BUDGET

**4.1 Budget.** The Caucus shall submit an annual budget request as outlined under the OSBA budget process, including approval by the OSBA Board of Directors. The request shall set forth the areas of concern, recommended actions, and annual goals.

## ARTICLE 5

### MEETINGS

**5.1 Annual Meetings.** An annual meeting of the Caucus shall be in conjunction with the OSBA Annual Convention at which time the Caucus shall elect officers and shall conduct other business as may properly be brought before the meeting of the Caucus.

## **5.2 Regular and Special Meetings.**

**5.2.1 Regular Meetings.** The Caucus shall meet as often as required to achieve the goals outlined in its annual Work Plan. These meetings shall be scheduled for the year at the Annual Meeting.

**5.2.2 Special Meetings.** Special meetings of the members for any purpose may be called, either in writing or by e-mail, by the President or by a majority of the Executive Committee. Such a request shall state the purpose or purposes of the proposed meeting.

**5.2.3 Place of Meetings.** Regular and special meetings of the Caucus shall be held at any location within Oregon, by virtual meeting platform, or a combination of the two, as designated by the President or the Executive Committee.

## **5.3 Notice.**

**5.3.1** Notice of every annual meeting of members, stating the time and place thereof, will be provided with an agenda no less than 15 days prior to such meeting.

**5.3.2** Notice of every regular or special meeting of members, stating the time and place thereof, shall be provided with an agenda no less than 10 days prior to such meeting.

**5.4 Quorum.** Except as otherwise provided by law, the presence at any meeting of a majority of the Executive Committee shall constitute a quorum.

**5.5 Organization.** The President may determine in their sole discretion whether any meeting of the Caucus shall be held in accordance with Robert's Rules of Order.

**5.6 Records.** The President shall see that all correspondence, minutes, agendas, and Charter be sent to and kept on file with OSBA.

**5.7 OSBA Staff Liaison.** The Executive Director of OSBA shall designate a staff member to serve as a liaison representative to the Caucus. The designee shall not have voting rights.

**5.8 Compliance with Open Meetings Laws.** The Caucus shall comply with the open meetings law requirements of ORS chapter 192 at every convening of its membership in which a quorum is required in order to make a decision or to deliberate toward a decision on any matter.

# **ARTICLE 6**

# CAUCUS LEADERSHIP COUNCIL

**6.1 Composition.** The Leadership Council of the Caucus shall include the President(s), Vice President, Secretary, Treasurer, Regional Directors and two Members of the Caucus.

**6.2 Term.** Leadership Council members shall serve a two-year term. The President may only serve one consecutive term. The Vice President, Secretary, Treasurer, Regional Members, and Members-at Large may serve any number of consecutive terms. Each officer shall hold office until the term has expired or until a successor has been duly elected and qualified for the position, or until the officer can no longer hold the position because they no longer qualify to be a member of the Caucus as defined in Article 3 above, or because of removal or death.

## 6.3 Nomination and Election

**6.3.1 Nomination.** Leadership Council members may be nominated by either the nominating committee or a caucus member at the annual meeting.

**6.3.2 Election.** The members shall elect the Leadership Council by majority vote at the annual meeting in even numbered years.

## 6.4 Designations

**6.4.1 President.** The President shall preside at all meetings of the Caucus and the Executive Committee. The President shall appoint all standing and special committees and shall be an ex-officio member of all committees, except the nominating committee, with voting power. The President shall sign all official reports of the Caucus. Two persons may share the position of President, or one person may serve as President and another as Vice President.

**6.4.2 Vice President.** In the absence of the President, the Vice President shall have and perform all the powers and duties of the President.

**6.4.3 Immediate Past President.** The Immediate Past President shall advise and counsel with other officers. The Immediate Past President chairs the officer succession planning process. The past president serves for two calendar years.

**6.4.4 Secretary.** The Secretary shall keep the minutes and records, maintain a roster of the current membership, and shall see that all notices are duly given in accordance with the provisions of law and this Charter, and such other duties as from time to time may be assigned by the Executive Committee.

**6.4.5 Treasurer.** The Treasurer shall have the responsibility for receiving and disbursing all funds related to the Caucus in coordination with the OSBA liaison. The Treasurer shall report regularly to the Executive Committee, shall prepare a written yearly financial

report to be distributed to the members at each annual meeting, and shall perform other duties assigned by the Executive Committee.

**6.4.6 Regional Caucus Directors.** There shall be one Regional Director for each congressional district apportioned to Oregon for election at the Oregon general election held in the year of the Caucus' annual meeting. (For reference, there shall be six Regional Directors starting in 2025.) The Regional Directors shall live in the region which they represent. The Regional Directors shall report issues from their region to the Caucus and shall perform other duties assigned by the Executive Committee. The regions shall be based on Oregon's congressional districts.

**Future positions:**

**6.4.7 At-Large Members.** There shall be two At-Large Directors.

**6.5 Resignation.** A Leadership Council member may resign by filing a written resignation with the President or Secretary of the Caucus or the President of OSBA.

**6.6 Vacancies.** Any vacancy in any office may be appointed for the unexpired portion of the term by a majority of the officers at the next regular or special meeting.

**6.7 Removal.** Any member of the Caucus who misses more than two meetings out of any four consecutive meetings, unless they are excused by the board for a valid reason, may have their office vacated by action of the board.

## ARTICLE 7

### EXECUTIVE COMMITTEE

**7.1 Composition.** There shall be an Executive Committee made up of the President(s), Vice President, Immediate Past President, Secretary, and Treasurer.

**7.2 Responsibilities.** The Executive Committee shall have the following responsibilities and powers:

- (a) To respond to any inquiry or question from OSBA.
- (b) To act on behalf of the Caucus when deemed necessary by the President.
- (c) To review plans and programs to be presented to the Caucus at its meetings.
- (d) To give direction to the OSBA liaison on legislative action to come before the state legislature on which there is no formal Caucus policy or resolution.

(e) The Executive Committee shall act as the Nominating Committee and nominate a candidate for each office of the Caucus. A nominating committee report will be included in the notice of the annual meeting of the membership.

**7.3 Ratification.** Any actions by the President shall be reported to the Executive Committee as soon as the action has taken place. All actions of the Executive Committee shall be subject to ratification by the Caucus at the next meeting of the members.

**7.4 Administration.** The Executive Committee may use the guidance of Robert's Rules of Order for all procedures. The Executive Committee shall keep regular minutes of its proceedings and all actions by the Executive Committee shall be reported promptly to the membership. Such actions shall be subject to review by the membership, provided that no rights of third parties shall be affected by such review.

## **ARTICLE 8**

### **COMMITTEES**

The President or Executive Committee may establish committees of two or more members to serve at the discretion of the President or the Executive Committee. These committees may consist of such persons and perform such duties as the President designates from time to time. The committees may not act on behalf of the Caucus but may make recommendations to the Caucus for approval. The Chair of any such committee shall be a member of the Executive Committee.

## **ARTICLE 9**

### **SEAT ON THE OSBA'S BOARD OF DIRECTORS**

The Caucus shall appoint one officer from the Leadership Council to serve as liaison to the OSBA Board of Directors and to be a member of the OSBA Board of Directors. The appointee must be an elected or appointed member of any public board of education in Oregon and an active member in good standing with the Association.

## **ARTICLE 10**

### **GENERAL PROVISIONS**

## **10.1 Amendment of Bylaws**

**10.1.1** Bylaws may be altered, amended, or replaced by the members of Caucus as approved by voting members at the annual meeting by a majority vote.

**10.1.2** Notice of proposed bylaws changes shall be in the annual meeting agenda and sent to all members 15 days prior to the annual meeting.

**10.1.3** Omissions from this Charter shall be governed by Robert's Rules of Order when they do not conflict with the Charter.

## **10.2 Seat on OSBA'S Legislative Policy Committee (LPC)**

**10.2.1** The Caucus shall appoint one caucus member to serve as liaison to the OSBA Legislative Policy committee and to be a member of the LPC. The appointee must be an elected or appointed member of any public board of education in Oregon who is an active member in good standing with the Association.

\*\*\*\*\*

*The foregoing charter was adopted by the active membership of OSBM PRIDE on August 10, 2024.*



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## Resolution to Amend the OSBA 2023 Bylaws

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WHEREAS, the Oregon School Boards Association (OSBA) was formed in 1946 as a volunteer association of locally elected public school boards;

WHEREAS, in 2017, through a vote of the OSBA membership, OSBA was incorporated under ORS chapter 65 as a public benefit non-profit corporation and the OSBA bylaws replaced the OSBA constitution;

WHEREAS, in 2018, through a vote of the OSBA membership, the OSBA bylaws were amended to expand the OSBA board of directors and legislative policy committee with representatives from the Oregon school board members of color caucus;

WHEREAS, in 2023, through a vote of the OSBA membership, the OSBA bylaws were amended to expand the OSBA board of directors and legislative policy committee with representatives from the Oregon rural school board members caucus and additional revisions to the bylaws;

WHEREAS, in 2024, the OSBA board of directors reviewed the OSBA bylaws and proposes to amend the OSBA bylaws as reflected in the attached draft OSBA bylaws with changes highlighted in the attached draft OSBA bylaws crosswalk document; and

WHEREAS, the substantive changes to the draft OSBA bylaws are the following:

- Allowing caucuses to have an additional director on the OSBA board of directors in the circumstance where the OSBA president or immediate past president is a director from a caucus. This revision is intended to provide the same opportunity for representation for caucuses as is currently provided to regionally elected directors.
- Clarify that OSBA board of directors must comply with the Oregon government ethics laws with respect to conflicts-of-interest.
- Require OSBA caucuses to submit an annual year end fiscal report to the OSBA board of directors.
- Create officer eligibility criteria that requires candidates for officer positions and directors in officer positions to be voting members of the OSBA board of directors.
- Expand the OSBA board of directors and legislative policy committee with representatives from the Oregon school board members PRIDE caucus.
- Edits to grammar, punctuation, and language for readability.

THEREFORE, BE IT RESOLVED by the OSBA board of directors that the proposed draft OSBA bylaws be submitted to the membership for consideration during the 2024 OSBA election; and

BE IT FURTHER RESOLVED that the proposed draft OSBA bylaws, the draft OSBA bylaws crosswalk document and a copy of this resolution be forwarded to all OSBA member boards in accordance with the OSBA board of directors' adopted elections calendar.

**Submitted by: OSBA Board of Directors**



# BYLAWS

As Amended by the Membership: December 2023

Proposed Edits: September 14, 2024

## SECTION 1 PURPOSE

The Oregon School Boards Association (the “Association” or “OSBA”) exists solely to perform essential governmental functions and all of its income accrues to the State of Oregon or its political subdivisions as required under IRC Section 115. In particular, the Association’s mission and purpose are as follows:

- A. To work for the general advancement and improvement of the education of all public school children of the State of Oregon.
- B. To gather and disseminate information pertinent to the successful operation of public schools.
- C. To work for the most efficient and effective organization of public schools of this state. “Public schools” include local school districts, education service districts, the State Board of Education, and community colleges classified as a political subdivision.
- D. To work for adequate and dependable financial support for the public schools of this state.
- E. To study all legislation which affects the public schools of Oregon and to support and work for that which appears to be desirable and to keep members informed thereof. To propose and work for the enactment of proper educational legislation.
- F. To encourage the establishment and maintenance of best practices and high standards in the conduct and operation of the public school educational system.
- G. To study and interpret educational programs and to relate them to the needs of pupils.
- H. To promote public understanding of the role of school boards and school board members in the improvement of education.
- I. To conduct seminars, conferences, and research projects in the various aspects of education for the benefit of members.
- J. To endeavor to implement the policies, beliefs, and resolutions of the Association members and board of directors.
- K. To do such other things as the member boards or board of directors may deem appropriate for the accomplishment of these and other purposes which tend to improve public education.
- L. To enter into such cooperative agreement with members for the pooling of resources and the provision of services as may result in the more efficient utilization of district resources and accrue to their financial advantage.

## SECTION 2 MEMBERS

**2.1 Admission.** All members must qualify as (1) a “political subdivision” as defined under Treas Reg § 1.103-1(b) and Revenue Ruling 78-276, 1978-2 CB 256 and (2) as one of the following:

- 2.1.1 ~~Local~~ School District as defined under ORS Chapter 332;
- 2.1.2 Education Service District as defined under ORS Chapter 334;
- 2.1.3 Community College District as defined under ORS Chapter 341;
- 2.1.4 State Board of Education as defined under ORS Chapter 326; and

2.1.5 Any other governmental educational organization qualifying as a political subdivision, as approved by resolution of the board of directors.

**2.2 Dues.** Annual dues shall be set by majority vote of the members and shall be based on resident Average Daily Membership (ADMr) as of December 31 of the preceding year as reported to the Oregon Department of Education. Dues shall be payable on July 1 of each year and shall become delinquent on September 1 of each year. Member status shall automatically terminate for members failing to pay dues by September 1 unless an extension is requested and granted by the board of directors.

**2.3 Reserved Powers of the Members.** The following corporate actions require the consent and approval of the members:

2.3.1 Election and removal of directors except as set forth in Section 3.8;

2.3.2 Election and removal of the Legislative Policy Committee (“LPC”) members except as set forth in Section 4.1.3(g);

2.3.3 Approval of resolutions to effectuate any of the following:

(a) Adoption, amendment, or restatement of the articles of incorporation or bylaws;

(b) Modification to the region descriptions set forth in Section 2.6.1; and ~~the~~

(c) Dissolution, merger, or the sale, pledge, or transfer of all or substantially all of the Association’s assets.

**2.4 Voting Power.**

2.4.1 Election of Directors and LPC Members. For the purposes of nominating and electing directors and LPC members, each member shall have one vote.

2.4.2 Resolution. For the purposes of approving a resolution, each member shall have one vote on all resolutions except as follows:

(a) K-12 Local Districts with an ADMr between 15,600 and 23,400 shall have two votes.

(b) K-12 Local Districts with an ADMr between 23,400.1 and 31,200 shall have three votes.

(c) K-12 Local Districts with an ADMr between 31,200.1 and 39,000 shall have four votes.

(d) K-12 Local Districts with an ADMr of 39,000.1 or more shall have five votes.

**2.5 Process of Approval of Member Resolutions.**

2.5.1 Generally, members shall approve resolutions annually by ballot vote. Members or the board of directors may submit a resolution for member approval. Such resolutions shall be submitted to the board of directors no later than September 30~~th~~. The board of directors shall distribute all timely submitted resolutions, together with an official ballot, to the members no later than October 15. Members shall vote by ballot submitted to the board of directors no later than December 15.

2.5.2 ~~The board of directors may call a special meeting of the members under Section 2.9, as necessary.~~

## 2.6 Regional Election of Directors and LPC Members.

2.6.1 Regional Voting. For the purposes of nominating and electing the board of directors and LPC members, the Association members shall be organized into and represented by region:

- (a) Eastern Region includes all of the members located in the counties of Baker, Grant, Malheur, Union, Wallowa, and Wheeler.
- (b) Gorge Region includes all of the members located in the counties of Gilliam, Morrow, Sherman, Umatilla, and Wasco.
- (c) Central Region includes all of the members located in the counties of Crook, Deschutes, and Jefferson.
- (d) Southeast Region includes all of the members located in the counties of Harney, Klamath, and Lake.
- (e) Southern Region includes all of the members located in the counties of Jackson and Josephine.
- (f) Lane Region includes all of the members located in the county of Lane.
- (g) Clackamas Region includes all of the members located in the counties of Clackamas and Hood River.
- (h) Douglas/South Coast Region includes all of the members located in the counties of Coos, Curry, and Douglas.
- (i) Linn, Benton, Lincoln Region includes all of the members located in the counties of Benton, Lincoln, and Linn.
- (j) Marion Region includes all of the members located in the county of Marion.
- (k) Yamhill, Polk Region includes all of the members located in the counties of Polk and Yamhill.
- (l) North Coast Region includes all of the members located in the counties of Clatsop, Columbia, and Tillamook.
- (m) Washington Region includes all of the members located in the county of Washington.
- (n) Multnomah Region includes all of the members located in the county of Multnomah.

2.6.2 Members shall be assigned to the region in which their main administrative office is located. If a member's district boundaries span more than one region, the member board must declare which region it intends to vote and shall vote only in that region.

2.6.23 Regional elections shall be determined ~~taken~~ by a majority of votes cast by members within of the members within the region.

- 2.7 Modification of Regions.** A formal review of the regional organizations described in Section 2.6.1 shall be conducted by the board of directors at least every three years commencing with 2017. Any recommended changes to the regional organization shall be submitted to the members in the form of a resolution in accordance with the provisions of Section 2. ~~115.~~
- 2.8 Annual Meetings.** An annual meeting of members shall be held in November of each year unless a different date or time is fixed by the board of directors and stated in the notice of the meeting. Failure to hold an annual meeting on the stated date shall not affect the validity of any corporate action. At the annual meeting, the president and secretary-treasurer of the board of directors, and any other officer or person whom the president may designate, shall report on the state of the Association, ~~the its~~ activities, and its financial condition ~~of the Association.~~
- 2.9 Special Meetings.** A special meeting of members shall be held upon the call of the president or 25 percent of the board of directors. All members shall be officially notified of a special meeting by written notice, mailed via U.S. mail or electronic mail, to all members at least 15 days prior to the date of the meeting. Such notice shall include a description of all agenda items and any matters to be voted upon by the members, the place and time of the meeting, and instructions describing the method by which members can participate by telephone or video. Notice shall also comply with all procedures and include any information as required by ORS Chapter 192.
- 2.10 Telephonic/Video Meetings.** The board of directors may permit any member to participate in any annual or special meeting of the membership, or conduct the meetings through, the use of any means of communication by which all persons participating may simultaneously hear each other during the meeting. A member participating in the meeting by this means is deemed to be present ~~in person~~ at the meeting.
- 2.11 Place of Meetings.** Meetings of the members shall be held at any place, in ~~or out of~~ Oregon, designated by the board of directors. If a meeting place is not designated by the board of directors, the meeting shall be held at the Association's principal office.
- 2.12 Action by Written Ballot.** Any action required of the members will be taken by written ballot, and the Association will deliver a written ballot to every member entitled to vote on the matter. Once delivered, a written ballot may not be revoked.
- 2.13 Quorum.** A quorum of the members shall consist of a majority of members in good standing at the time the ballots are to be returned to the association.
- 2. ~~13.114~~ Approval:** With the exception of approving amendments to the Association's bylaws, which is as outlined in Section 7.1 ~~of these bylaws~~, and with the exception of regional elections outlined in 2.6.3, approval by written ballot is effective ~~when~~ at the end of the voting period when:
- (a) The number of votes cast by ballot equals or exceeds a quorum of the members; and
  - (b) The number of approvals equals or exceeds a majority of the number of returned ballots.

## SECTION 3 DIRECTORS

- 3.1 Powers.** Except as provided under Section 2. ~~23,~~ all corporate powers shall be exercised by or under the authority of ~~and the affairs of, are managed under the direction of~~ the board of

directors. The board of directors shall adopt policies defining specific obligations of the board of directors.

**3.2 Qualifications.** Directors must serve on the board of a member of the Association throughout the duration of their term, with the exception of the director serving as past president.

**3.3 Number.** The board of directors shall consist of not fewer than three nor more than 25 persons. The number of directors may be fixed or changed periodically, within the minimum<sup>7</sup> and maximum<sup>2</sup> by the members.

**3.4 Term.** Directors shall take office on January 1 and shall serve for a term of two calendar years or until their successors are elected and qualified. Terms shall be staggered as per the election calendar.

3.4.1 Directors who took office prior to January 1, 2018, and are re-elected may serve for any number of terms as long as they continuously remain members of the board of directors.

3.4.2 Directors taking office on or after January 1, 2018, may serve five consecutive two-year terms and, if eligible, may rerun after a two-year hiatus.

3.4.3 If a director serving as immediate past president requires additional time beyond the term limits outlined above, the term limits will be held in abeyance to allow the director to complete their term as immediate past president.

**3.5 Composition.** The board of directors will be comprised of up to ~~23~~<sup>22</sup> regionally elected directors, one designated director as defined in the bylaws of the Oregon School Board Members of Color Caucus, ~~and~~ one designated director as defined in the bylaws of the Oregon Rural School Boards Members Caucus, ~~and one designated director as defined in the bylaws of the -Oregon school board members PRIDE caucus and ex-officio nonvoting members advisors as delineated in Section 3.5.4.~~

3.5.1 Regional Elected Directors. Each region, as described under Section 2.6.1, shall elect one director except as follows:

(a) Clackamas Region shall elect two directors;

(b) Marion Region shall elect two directors;

(c) Washington Region shall elect three directors; and

(d) Multnomah Region shall elect three directors.

(e) ~~Provided, however, that i~~ If the president or immediate past president of the board of directors is a representative director from a region that elects only one director, that region shall elect an additional director or directors to serve for the duration of the president and/or the immediate past president's term.

3.5.2 Regional Election.

(a) The nomination and election of directors shall be in accordance with the elections calendar annually adopted by the board. The board of directors shall distribute notice of position vacancies, candidate information packets, and official nomination forms to all incumbent directors and members in electing regions.

(b) Each regional candidate for a director position shall be nominated by a member within the region by means of a nomination form. ~~The board of directors shall distribute notice of position vacancies, candidate information packets, and official nomination forms to all incumbent directors and members in electing regions.~~ To nominate a director candidate, one or more of the members in the region must timely submit to the board of directors a formal resolution or motion of the member and the completed nomination form(s). Nominations in regions where there is more than one open director position shall indicate the numbered position for which the nomination is being submitted.

(c) Each member in a region shall have one vote in the regional elections for the board of directors. The director candidate receiving a majority of the votes ~~cast by the~~ members within the region shall be elected.

~~(a)~~(d) In cases where there are more than two candidates nominated for any position, and none receives a majority of the votes cast, a second regional ballot shall be required between the two candidates receiving the highest number of votes; the one receiving a majority of the votes is elected.

3.5.3 ~~Designated-Caucus~~ Representatives. In accordance with their bylaws, caucuses of OSBA shall appoint a representative of the Caucus to serve as a director of the Association. The representative must be an elected or appointed member of any public board of education in Oregon ~~who that~~ is an active member in good standing with the Association. All Association bylaws and policies shall apply to the designated representative serving as the Caucus' director of the Association.

If the president or immediate past president of the board of directors is a representative director from a caucus, then the caucus shall elect an additional director to serve for the duration of the president and/or the immediate past president's term.

3.5.4 Ex-Officio. The following individuals or their designee may serve as ex-officio, nonvoting, advisors to the board of directors:

(a) Any director of the National School Boards Association elected from Oregon;

~~(b) Any officer of the National School Boards Association, National School Boards Advocacy Committee, or an officer of the NSBA Pacific Region.~~

~~(c) The immediate past president of the Oregon Association of School Executives;~~

(d) The ~~immediate past president~~ Executive Director of the ~~Confederation~~ Coalition of School Administrators;

(e) The ~~board section president~~ Chair-Elect of the Oregon Association of Education Service Districts;

(f) The board ~~section~~ president of the Oregon Community College Association;

(g) The chair of the State Board of Education; and

(h) Any other person ~~as that~~ the board of directors may appoint.

Ex-officio advisors do not attend executive sessions of the board of directors unless they hold a separate position that entitles them to attend executive session, or they are invited to attend by the board of directors.

Ex officio advisors are not eligible for travel reimbursement from OSBA unless they hold a separate position for which travel reimbursement is provided.

**3.6 Vacancies.** In the event that any director position, other than the president or immediate past president serving as a second director for a region as set out in Section 3.5.1(e), is vacant during the term of office, the remaining directors may appoint an interim director from the same region to serve until December 31 of the same year.

If the board of directors cannot recruit a candidate from the region, they may appoint a person from a contiguous region to serve as director representing the open region. An individual appointed as a director from a contiguous region is not eligible to serve as an officer of the board.

All appointed interim directors must run for regional election during the next election cycle following appointment in order to be eligible to continue service on the board of directors past December 31 of the election year. The members shall elect, using the procedures in Section 3.5.2, an interim director to serve from January 1 of the next year until the end of the remaining term.

If there is a vacancy in an OSBA caucus-designated director position, then the caucus shall, as set forth in Section 3.5.3, appoint a new caucus representative to serve the remaining term.

**3.7 Resignation.** A director may resign at any time by delivering written notice to the president or the secretary. A resignation is effective when notice is effective under ORS 65.034 unless the notice specifies a later effective date. Once delivered, a notice of resignation is irrevocable unless revocation is permitted by the board of directors.

**3.8 Removal.** A director may be removed for cause by vote of two-thirds majority of the directors. A director may be removed with or without cause by a majority vote of the members who elected the director. The board may provide guidance or adopt and amend policies regarding what types of actions the board considers to be sufficient cause for removal.

**3.9 Regular Meetings.** An annual meeting of the board of directors shall be held immediately after, and at the same place as, the annual meeting of members. The board of directors may schedule additional regular meetings to occur during a calendar year. ~~If the time and place of any other directors' meeting is regularly scheduled by the board of directors, the meeting is a regular meeting.~~ All other meetings are special meetings.

**3.10 Special Meetings.** A special meeting of the board of directors may be called by the president or the president-elect or 20 percent of the board of directors. All directors shall be officially notified of a special meeting by written notice delivered personally, by telephone, or electronic mail at least 48 hours prior to the date of the meeting. Such notice shall include a description of all agenda items and any matters to be voted upon by the directors, the place and time of the meeting, and instructions describing the method by which directors can participate by telephone or video. No matter may be considered at a special meeting other than the matter(s) specified in the notice.

**3.11 Place of Meetings.** The board of directors may hold annual, regular, or special meetings at any location in the State of Oregon.

**3.12 Telephonic/Video Meetings.** The board of directors may conduct meetings through the use of any means of communication by which all persons participating may simultaneously hear each other during the meeting. A director participating in the meeting by this means is deemed to be present at the meeting.

**3.1013 Notice of Meetings.** All ~~members~~ directors shall be officially notified of a special meeting by written notice delivered personally, by telephone or electronic mail to all directors at least 48 hours prior to the date of the meeting. Such notice shall include a description of all agenda items and any matters to be voted upon by the directors, the place and time of the meeting, and instructions describing the method by which directors can participate by telephone or video. Notice of meetings shall ~~also~~ comply with all procedures and include any information as required by ORS Chapter 192.

**3.1114 Waiver of Notice.** A director may at any time waive any notice required by these bylaws. A director's attendance at or participation in a meeting waives any required notice to the director of the meeting unless the director, at the beginning of the meeting or promptly upon the director's arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to any action taken at the meeting. Except as provided in the preceding sentence, any waiver must be in writing, must be signed by the director entitled to the notice, must specify the meeting for which the notice is waived, and must be filed with the minutes or the corporate records.

**3.1215 Quorum.** A quorum of the board of directors shall consist of a majority of the number of directors in office at the time the meeting begins.

**3.1316 Voting.** If a quorum is present when a vote is taken, the affirmative vote of a majority of the directors present when the action is taken is the act of the board of directors except to the extent that the articles of incorporation, these bylaws, or applicable law require the vote of a greater number of directors.

**3.1417 Presumption of Assent.** A director who is present at a meeting of the board of directors when corporate action is taken is deemed to have assented to the action taken unless:

- (a) The director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting the business at the meeting; and
- (b) The director's dissent from the action taken is entered in the minutes of the meeting.

**3.1518 Compensation.** Directors and members of committees may receive reimbursement of such expenses as may be determined by resolution or policy of the board of directors to be just and reasonable. Directors shall not otherwise be compensated for service in their capacity as directors.

**3.1619 Director Conflict of Interest.** The Association shall maintain a Conflict of Interest policy, the terms of which comply with ORS 65.361 and ORS Chapter 244. The board of directors shall annually review and notify ~~its members and the~~ directors of the current Conflict of Interest policy. ~~Each director shall annually complete and return a Conflict of Interest statement.~~

## SECTION 4 COMMITTEES AND CAUCUSES

4.1 **Standing Committees.** The board of directors shall maintain the standing committees described below:

4.1.1 Executive Committee. The executive committee shall consist of the five officers of the board of directors: the president as chairman ~~and as an ex-officio voting member pursuant to section 5.5.1 of the Bylaws~~, the president-elect, the vice president, the secretary-treasurer, and the immediate past president. The executive committee ~~may act, pursuant to its delegation delegated~~ of authority to ~~such committee by the board of directors, act~~ in place and instead of the board of directors between board meetings on all matters except those specifically reserved to the board under the terms of the bylaws. Actions of the executive committee shall be reported to the board ~~of directors by mail, email, on a timeframe consistent with the seriousness and urgency of the matter and within two weeks if practicable. Additionally, executive committee actions will be reported or~~ at the next regular board meeting.

4.1.2 Finance Committee. The finance committee shall be appointed by the president and shall be composed of members from Oregon public school districts, education service districts, and community colleges with boards that meet all criteria to be Association voting members. The members shall include, but are not limited to, the President as an ex-officio voting member pursuant to section 5.5.1 of the Bylaws, the Association secretary/treasurer and vice president, one ~~Association board director trustee~~ from the PACE board, one district business official, and one at-large board member.

~~Finance committee members serve for a term of two (2) years unless they are appointed to replace a member who left the committee before finishing their two-year term, in which case the member will serve the remainder of the two-year term. The trustee from the PACE board is recommended by the PACE Board of trustees, appointed by the President, subject to approval by the Board, and will serve a two-year term, with no term limits. The district business official and the at-large board member will be recommended by OSBA staff, appointed by the President, subject to approval by the Board, will serve two-year terms, with no term limits, and staggered start dates starting in January.~~

The finance committee shall operate within the corporation's investment guidelines and the Finance Committee ~~e~~Operating gGuidelines.

4.1.3 Legislative Policy Committee. The board of directors shall maintain a Legislative Policy Committee ("LPC").

(a) Purpose. The LPC shall develop legislative policies which are recommended to and approved by the members as a resolution proposed by the board of directors and voted on by the membership in accordance with Section 2.4 and 2.5. The LPC also advises the executive director and staff during legislative sessions.

(b) Composition. The LPC shall be composed of the voting members of the board of directors, the President as an ex-officio voting member pursuant to section 5.5.1 of the Bylaws, ~~and the~~ regional representatives elected under the procedures defined in Section 4.1.3(c) and (d), ~~and~~ one designated voting member as defined in the bylaws of the Oregon School Board Members of Color Caucus, ~~and one designated~~

voting member as defined in the bylaws of the Oregon Rural School Boards Members Caucus, and one designated voting member as defined in the bylaws of the Oregon school board members PRIDE caucus. All committee members must be elected or appointed directors of a member as defined in Section 2.1. The vice president of the board of directors shall chair the LPC.

~~(b)~~(c) Qualifications. LPC representatives must serve on the board of a member of the Association throughout the duration of their term.

~~(c)~~(d) Nomination. The board of directors shall cause the nomination form to be distributed to all members in eligible regions. A member may To nominate a candidate to the LPC, and shall do so one or more of the members in the region must timely submit to the board of directors by a formal resolution or motion of the member and timely submission of the nomination form(s) to the office of the Association and the completed nomination form(s). Nominations in regions where there is more than one representative position shall indicate the numbered position for which the nomination is being submitted. The Nominations and election of the LPC representatives will be closed by a date identified in shall be in accordance with the elections calendar adopted by the board.

~~(d)~~(e) Election. Each LPC member shall be elected by majority of member boards of a region. Each member in a region shall have one vote in the regional elections for the LPC representative. The LPC representative candidate receiving a majority of the votes cast by the members within the region shall be elected. Each region shall elect the number of LPC members as described in Section 3.5, without regard to Section 3.5.1 ~~(de)~~. Such elections shall be held using the procedures described in Section 3.5.2.

(f) Term. Each committee member shall take office on January 1 in even numbered years and serve for a term of two (2) years.

~~(e)~~(g) Vacancies. In the event that there is a vacancy on the LPC, the board of directors may appoint an interim LPC member from the same region to fill the unexpired term of office. If the board of directors cannot recruit an LPC member from the region, they may appoint a person from a contiguous region to serve to represent the open region to fill the unexpired term of office.

~~4.1.4 PACE Trustees. The board of directors shall appoint the trustees of the OSBA Property and Casualty Coverage for Education Trust ("PACE"). As per the PACE Restated Trust Agreement, the PACE trustees shall nominate trustee candidate(s) to the OSBA board of directors. If the list of candidates is not acceptable by the board of directors, the PACE trustees will continue to submit nominated candidate(s) for consideration until accepted by the board of directors.~~

~~PACE trustees taking office on or after January 1, 2023, may serve three consecutive three year terms and, if eligible, may return after a one year hiatus.~~

**4.2 Other Board Committees.** The board of directors may create one or more committees of the board of directors and appoint directors and representatives of members to serve on such committee. The creation of a committee and the appointment of directors and member representatives to the committee must be approved by a majority of all directors in office when the action is taken. The provisions of these bylaws governing meetings, action without meetings,

notice and waiver of notice, and quorum and voting requirements of the board of directors shall apply to committees and their members as well. Committees of the board of directors may, to the extent specified by the board of directors, exercise the authority of the board of directors; ~~z~~ provided, ~~however,~~ that no committee of the board of directors may:

- (a) Authorize distributions, provided that this restriction does not apply to payment of value for property received or services performed or payment of benefits in furtherance of the Association's purposes;
- (b) Approve or recommend dissolution, merger, or the sale, pledge, or transfer of all or substantially all of the Association's assets;
- (c) Elect, appoint, or remove directors or fill vacancies on the board or on any of its committees; or
- (d) Adopt, amend, or repeal the articles of incorporation or bylaws.

**4.3 Advisory Committees.** The board of directors may create one or more other committees. Members of these committees need not be members or directors, but at least one director shall serve on each such committee. These committees shall have no power to act on behalf of, or to exercise the authority of, the board of directors, but may make recommendations to the board of directors.

**4.4 Caucuses.** Caucuses shall exist to enhance the work of the Association by addressing the unique needs of member districts. ~~Caucuses shall:~~

4.4.1 ~~Caucuses shall~~ Cclearly articulate the vision, mission, ~~z~~ and goals of the Caucus.

4.4.2 ~~Caucuses shall~~ Aadopt bylaws for operating, programming, ~~z~~ and governing within the context of the Association bylaws described herein.

4.4.3 ~~Caucuses shall~~ Ccomply with Association policies and guidelines.

4.4.4 Caucuses shall be added or eliminated to this provision through the bylaw's amendment process described in Section 8.1~~these bylaws.~~

4.4.5 Caucuses shall submit an end of fiscal year report to the Board of Directors that includes the following:

4.4.5.1 The caucus is meeting regularly;

4.4.5.2 An accounting of the prior year's budget allocation;

4.4.5.3 Identified officers and current bylaws;

4.4.5.4 A summary of the Caucus current goals, the prior year's Caucus activities that support those goals, and how the Caucus goals align with the mission, vision, and goals of OSBA.

The end of fiscal year report will be submitted at the first regularly scheduled board of directors meeting following the end of the fiscal year.

4.4.~~5~~6 The Oregon School Board Members of Color Caucus was established by a vote of the membership in 2018.

4.4.57 ~~With the adoption of this section, t~~The Oregon Rural School Boards Members Caucus ~~is~~  
was established by a vote of the membership in 2023.

4.4.8 The Oregon school board members PRIDE caucus was established by a vote of the membership in 2024.

4.5 **Administration.** Each committee and caucus shall prepare minutes of each of its meetings, and such minutes shall be kept on file at the Association's principal office and made available on request to any member of the board of directors. Each committee and caucus shall also report on its activities at the regular meetings of the board of directors. Each committee and caucus shall comply with the public meetings laws requirements under ORS Chapter 192.

## SECTION 5 OFFICERS OF THE BOARD OF DIRECTORS

5.1 **Eligibility.** Effective January 1, 2026, to hold an officer position on the Board of Directors other than the immediate past president, candidates and officers must be a voting member of the OSBA Board of Directors.

5.12 **Appointment.** The board of directors shall elect officers by majority vote ~~at least 10 days~~ prior to the November member meeting. In cases where there are more than two candidates nominated for any position, and none receives a majority of the votes, a second ballot shall be required between the two candidates receiving the highest number of votes. The one receiving a majority of the votes is elected.

5.23 **Designation.** The officers of the Association shall be a president, president-elect, past president, vice president, a secretary-treasurer, and such other officers as the board of directors may appoint.

5.34 ~~Compensation and~~ **Term of Office.** Officer terms are one calendar year. No officer, except the secretary-treasurer, shall serve two consecutive terms in the same office, unless the director ~~completed~~completes ~~athe~~ term ~~for~~of another officer who was unable to complete ~~atheir~~ term, and is then voted into the same position the following year. The secretary-treasurer may serve up to two consecutive one-year terms.

### 5.5 Compensation

~~Directors and members of committees~~Officers may receive reimbursement of such expenses as may be determined by resolution of the board of directors to be just and reasonable. ~~Directors~~  
Officers shall not otherwise be compensated for service in their capacity as ~~directors~~officers.

5.46 **Removal and Resignation.** Any officer may be removed, either with or without cause, at any time by action of the board of directors. An officer may resign at any time by delivering notice to the board of directors, the president, or the secretary-treasurer. A resignation is effective when the notice is effective under ORS 65.034 unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Association accepts the later effective date, the board of directors may fill the pending vacancy before the effective date if the board of directors provides that the successor does not take office until the effective date. Once delivered, a notice of resignation is irrevocable unless revocation is permitted by the board of directors. No removal or resignation shall prejudice the rights of any party under a contract of employment.

**5.57 Officers.** The officers of the Association are as follows:

- 5.57.1 President: The president shall preside at all member meetings of the Association and of the board of directors; shall appoint, any committees positions not otherwise designated in these bylaws or OSBA adopted policy, subject to the approval of the board of directors; shall call all regular and special meetings as provided herein; shall be an ex-officio voting member of all committees established under sections 4.1 and 4.2 of these bylaws. The president shall automatically serve as immediate past president for the following term. The president serves for a term of one calendar year.
- 5.57.2 President-elect: In the absence of the president, the president-elect shall assume the powers and duties of the president, and when a vacancy occurs in the office of president, shall serve in that capacity for the remainder of the term. The president-elect shall automatically serve as president for the following term, even if required to fill an uncompleted term as president. In addition, the president-elect shall assume duties related to the oversight of Association member elections and resolutions processes and such other administrative duties as are assigned by the president. The president-elect serves for a term of one calendar year.
- 5.57.3 Vice president: In the absence of the president-elect, the vice president shall assume the powers and duties of the president-elect. The vice president shall also serve as the chair of the LPC. The vice president serves for one calendar year.
- 5.57.4 Secretary-treasurer: The secretary-treasurer shall be responsible for keeping ~~in a suitable minute book~~ accurate minutes of all board of director meetings in electronic format in accordance with OSBA's record retention schedule; shall carry on official correspondence of the Association; shall arrange for proper banking facilities; ~~and~~ shall receive, account for, and disburse funds in a businesslike manner as provided for by the board of directors; shall see that the minutes of the previous meetings are ~~read~~ approved by the board of directors; and shall give an itemized and detailed report of the financial condition of the Association at each annual meeting and at such other times as may be required by the board of directors. Such duties of the secretary-treasurer as may be specified by the board of directors may be delegated to the executive director or a designated member of the staff. The secretary-treasurer serves for a term of one calendar year.
- 5.57.5 Immediate past president: The immediate past president shall advise and counsel ~~with~~ other officers. The immediate past president chairs the officer succession planning process. The past president serves for one calendar year.
- ~~5.57.6 Assistants: The board of directors may appoint or authorize the appointment of an assistant to the secretary treasurer. Such assistant may exercise the powers of the secretary treasurer, as the case may be, and shall perform such duties as are prescribed by the board of directors.~~

## SECTION 6 NONDISCRIMINATION

The Association shall not discriminate in providing services, hiring employees, or otherwise, upon the basis of gender identity, race, creed, marital status, sex, sexual orientation, religion, color, age, disability, or national origin.

## SECTION 7 OSBA PROPERTY AND CASUALTY FOR EDUCATION TRUST

PACE Trustees. The board of directors shall appoint the trustees of the OSBA Property and Casualty Coverage for Education Trust ("PACE") as provided in ~~As per the PACE Restated Trust Agreement. ,the PACE trustees shall nominate trustee candidate(s) to the OSBA board of directors. If the list of candidates is not acceptable by the board of directors, the PACE trustees will continue to submit nominated candidate(s) for consideration until accepted by the board of directors.~~

It is the policy of OSBA with respect to PACE trustees taking office on or after January 1, 2023, that such trustees will be appointed to no more than ~~may serve~~ three consecutive three-year terms and, if eligible, may return after a one-year hiatus.

## SECTION ~~7~~8 GENERAL PROVISIONS

### ~~78~~8.1 Amendment of Bylaws.

- ~~78~~8.1.1 Amendments to the bylaws may be initiated by the board of directors or submitted by a member to the board of directors.
- ~~78~~8.1.2 The board of directors shall provide written notice to the members containing a statement that the members will be asked to approve the amendment and a copy of the proposed amended bylaws.
- ~~78~~8.1.3 Action by Written Ballot: The Association will deliver a written ballot to every member entitled to vote on the matter. The ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action and specify a reasonable time by which a ballot must be received by the Association in order to be counted. Once delivered, a ballot may not be revoked.
- ~~78~~8.1.4 Approval: Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds a quorum of the members, and the number of approvals equals or exceeds two-thirds majority of the number of the returned ballots.
- ~~78~~8.1.5 Quorum: A quorum of the members shall consist of a majority of members in good standing at the time the ballots are to be returned to the Association.
- ~~78~~8.1.6 Whenever an amendment or new bylaw is adopted, it shall be ~~copied in the minute book~~saved in electronic format in accordance with OSBA's record retention schedule with the original bylaws in the appropriate place. If any bylaw is repealed, the fact of repeal and the date on which the repeal occurred shall be stated in such book and place.

### ~~78~~8.2 Inspection of Books and Records. All books, records, and accounts of the Association shall be open to inspection by the directors in the manner and to the extent required by law.

- 78.3 Checks, Drafts, Etc.** All checks, drafts, and other orders for payment of money, notes, or other evidences of indebtedness issued in the name of or payable to the Association shall be signed or endorsed by such person or persons and in such manner as shall be determined by resolution of the board of directors.
- 78.4 Deposits.** All funds of the Association not otherwise employed shall be deposited to the credit of the Association in those banks, trust companies, or other depositories as the board of directors or officers of the Association designated by the board of directors select, or be invested as authorized by the board of directors.
- 78.5 Loans or Guarantees.** The Association shall not borrow money and no evidence of indebtedness shall be issued in its name unless authorized by the board of directors. This authority may be general or confined to specific instances. Except as explicitly permitted by ORS 65.364, the Association shall not make a loan, guarantee an obligation, or modify a pre-existing loan or guarantee to or for the benefit of a director or officer of the Association.
- 78.6 Execution of Documents.** The board of directors may, except as otherwise provided in these bylaws, authorize any officer or agent to enter into any contract or execute any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances. Unless so authorized by the board of directors, no officer, agent, or employee shall have any power or authority to bind the Association by any contract or engagement, or to pledge its credit, or to render it liable for any purpose or for any amount.
- 78.7 Insurance.** The Association may purchase and maintain insurance on behalf of an individual against liability asserted against or incurred by the individual who is or was a director, officer, employee, or agent of the Association, or who, while a director, officer, employee, or agent of the Association, is or was serving at the request of the Association as a director, officer, partner, trustee, employee, or agent of another foreign or domestic business or nonprofit corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise; provided, however, that the Association may not purchase or maintain such insurance to indemnify any director, officer, or agent of the Association in connection with any proceeding charging improper personal benefit to the director, officer, or agent in which the director, officer, or agent was adjudged liable on the basis that personal benefit was improperly received by the director, officer, or agent.
- 78.8 Fiscal Year.** The fiscal year of the Association shall begin on the first day of July and end on the last day of June in each year.
- 78.9 Severability.** A determination that any provision of these bylaws is for any reason inapplicable, invalid, illegal, or otherwise ineffective shall not affect or invalidate any other provision of these bylaws.

\* \* \* \* \*

The foregoing bylaws were approved by the membership of the Oregon School Boards Association on December 15, 2023. The original bylaws were duly adopted by the Board of Directors of OSBA on September 15, 2017, and approved by the membership on December 15, 2017.

Ron Frame: Present  
Corissa Mazurkiewicz: Present  
William Moore: Present  
Leslee Sipp: Present  
Daniel Streblow: Present  
Present: 5.

## 1. Preliminaries

### 1.1. Call to Order

### 1.2. Roll Call

### 1.3. Approval of Agenda

I make a motion to approve the November 25th, 2024 Work Session agenda as presented. This motion, made by Leslee Sipp and seconded by Daniel Streblow, Carried.

Ron Frame: Yea, Corissa Mazurkiewicz: Yea, William Moore: Yea, Leslee Sipp: Yea, Daniel Streblow: Yea

Yea: 5, Nay: 0

## 2. Focal Student

Dr. Sica outlined the interim Work Session meeting purpose, emphasizing the need for transparency and updating the board on bond progress and the importance of aligning resources responsibly and transparently, which aligns with the Banks School District's strategic plan. A significant amount of work is being done by various people, estimated at around 50-100 hours a week, to ensure alignment between the strategic plan and the language of the bond ballot. Dr. Sica also shared the agenda and related slides, explaining the links within the slides for further details.

The Board participated in a brief engagement activity where participants thought about a focal student and envisioned their high school experience, emphasizing the importance of the bond project being for the students and the need for transparency and information sharing.

## 3. Bond Update

Dr. Sica outlined the key decisions the board needs to make and the importance of understanding these decisions. Due to the volume of work, a review of updated Board Bond communication was shared:

How can the Board stay updated?

- Bond Progress Document - Updated throughout the week for the benefit of the board
- Master Planning/Design Team minutes sent weekly as available
- Interim Work Sessions

- Board 1:1
- Work Sessions/Regular Meetings
- Phone calls anytime they are needed
- NEW - [Written Questions by the Board](#): In an effort to convey thorough and concise details to Board members, all Board questions need to be received in writing, and all responses will be shared in writing. When questions are received, questions are reviewed by the team each week and assigned to a staff member who will answer in writing, which will be shared in the follow up meetings. Board Members should have their written questions submitted as early this week as possible. This will hopefully be an efficient way that keeps us moving forward.
- Public Facing and internal FAQ's
- New Hire; Dr. Sica is looking into hiring someone to provide Bond's communication to the community. Some discussion of potential additional duties for this new hire to manage as well.

#### 4. Current Progress

- Reviewed the Bond Progress Document; ongoing progress on the Bond Planning, and planning procedures.
- Reviewed the planned projects of the Bond and the requirements of the ballot language, including replacing a majority of learning space, improving campus circulation and addressing safety and security. Also reviewed was the "wish list" or alternate items that are listed. This "wish list" is certainly not all the needs we have, but what we have asked for pricing on so that if additional funds do become available, these items could potentially become funded.
- Reviewed the Bond budget information with the Board; updated funding since the passing of the Bond and current uncertainties of scope that are affecting the budget planning.
- There is a need for additional funds for safety and security, including updated cameras and panic buttons. There are several challenges to funding all needs, and there is a need for additional contingencies. There is a need to spend 80% of the bond money within three years to avoid penalties. The importance of value engineering and competitive pricing to stay within the budget was emphasized.
- Reviewed the [Draft Project Timeline](#) and the [Area Program \(Draft\)](#), [Master Plan Updates](#) (See Presentation) and Master Plan Timeline.
- Discussed the timeline and community engagement.
  - The December work session will include a discussion with staff.
  - December 3, 2024 Community Forum (Master planning) **Postponed** to Early January (DATE TBD 1/7 - 1/9)
  - December 9, 2024 - Work session
    - Q and A with architect, CM/GC, and Owners rep. Questions submitted ahead of time.
  - December 9, 2024 - Regular Meeting (May be moved to WS depending on the number of questions received)
- Stakeholder feedback will be considered from groups including the Board Oversight Committee, Community and Student Feedback and Staff survey results.

- Community Forum rescheduled for early January TBD
- January 13, 2024 Board meeting; the Board sees the final concepts and engages in discussion
- Week of January 27-30; Hold a special meeting to adopt a final concept

Next steps were reviewed;

There was discussion of Board Member concerns as it relates to master planning and decision-making. Some concerns shared by Board members include:

- Clarification of the costs; questions whether the inaccuracies in the estimate could reduce the total cost.
- The Board's role in the project and the need to trust the individuals hired by the Board to make master planning decisions.
- The need to understand the scope and decisions being made, expressing concern about potential backlash from the community.
- Acknowledgment of the complexity of the situation and the importance of knowing the pieces that Board members can speak to.
- A desire to maintain community feedback and the importance of considering voter opinions in the decision-making process.
- Community and Historical considerations of the District Administration building; reiterates the need to understand the key deciding factors and the potential impact of the decision on the community, and the financial and practical impact to the overall project.
- Layout and Phasing Concerns; concerns about the loss of The Barn and the placement of the new Auxiliary gym. The layout and the loss of field space for sports activities if the Admin Building is demolished; Questions the phasing for the new bus parking and the prioritization of funds for different projects.

The meeting is adjourned with a reminder to submit written questions.

- Meeting Adjourned at 5:39 pm.



Resolution in Support of the Salmonberry Trail Project

**Whereas**, the Salmonberry Trail is an 82-mile multi-use trail connecting Washington County and Tillamook County, offering opportunities to enhance education, health, and environmental stewardship for students and the community;

**Whereas**, the trail will provide safe and accessible outdoor spaces that promote physical activity, mental well-being, and hands-on learning opportunities, fostering healthier lifestyles and well-rounded educational experiences for students in the Banks School District;

**Whereas**, the trail will serve as a living classroom, supporting environmental education through opportunities to study ecosystems, conservation, and sustainability, inspiring future generations to engage in outdoor learning and stewardship;

**Whereas**, the project aligns with the district's commitment to fostering a supportive and enriching learning environment by integrating experiential learning and community-based education;

**Whereas**, the trail's economic and environmental benefits, including increased property values, tourism, and the preservation of natural landscapes, contribute to a vibrant and sustainable future for students and their families;

Be it resolved, that the Banks School Board formally expresses its support for the Salmonberry Trail project as a vital resource to enrich the educational experience, health, and well-being of students, while contributing to the district's mission of preparing students to be active, informed, and responsible citizens;

Be it further resolved, that the Banks School Board encourages all involved parties to support and contribute to the success of the Salmonberry Trail project as a tool to enhance learning and the overall quality of life for our students and community.

Adopted this 12th day of December, 2024, by the Banks School Board.

## SUMMARY OF OSBA POLICY UPDATES - PROPOSED 12.9.24

### **TITLE IX AND CIVIL RIGHTS COORDINATORS Summary**

The U.S. Department of Education recently released amendments to the Title IX regulations. These regulations went into effect on August 1, 2024 and made significant changes to complaint procedures for discrimination on the basis of sex. The previous version of these regulations primarily addressed sex-based harassment. With this change, AC-AR(2) – Discrimination Complaint Procedure has been created to provide additional guidance when handling sex-based discrimination under the Title IX regulations. Board policy GBN/JBA – Sexual Harassment still addresses sexual harassment under Oregon law, but GBN/JBA-AR(1) – Sexual Harassment Complaint Procedure and GBN/JBA-AR(2) – Federal Law (Title IX) Sexual Harassment Procedure are both recommended for deletion in lieu of revised AC-AR(1) – Discrimination or Civil Rights Complaint Procedures and new AC-AR(2) – Sex- Based Discrimination under Title IX.

There are multiple cases regarding the Title IX regulations in the federal courts, with at least one of them issuing an injunction. This injunction applies to some schools in some Oregon districts, but not all. This injunction does not prohibit the district from implementing the new regulations or these policies. Districts in which the injunction applies are encouraged to work with legal counsel on implementation.

Additionally, the Oregon State Board of Education recently adopted rules implementing ORS 332.505 regarding civil rights coordinators. These rules outline policy and practice requirements. Additional language has been added to AC – Discrimination and Civil Rights and AC-AR(1) – Discrimination or Civil Rights Complaint Procedures.

#### Collective Bargaining Impact

None, however, notice of nondiscrimination must be provided to unions and professional organizations holding collective bargaining or professional agreements with the district.

#### Local District Responsibility

The district should recommend board adoption of revised policies and reissue any updated administrative regulations to the Board for review.

#### **Policy(ies) and ARs Impacted by these Revisions**

##### **AC – Nondiscrimination and Civil Rights, Required**

**AC-AR(1) – Discrimination or Civil Rights Complaint Procedure, Required AC-AR(2) – Sex-Based Discrimination Under Title IX, Highly Recommended, New GBN/JBA – Sexual Harassment, Required**

**GBN/JBA-AR(1) – Sexual Harassment Complaint Procedures, Delete GBN/JBA-AR(2) – Federal Law (Title IX) Sexual Harassment Procedure, Delete JBA/GBN – Sexual Harassment, Required**

**JBA/GBN-AR(1) – Sexual Harassment Complaint Procedures, Delete JBA/GBN-AR(2) – Federal Law (Title IX) Sexual Harassment Procedure, Delete JFE – Pregnant and/or Parenting Students\*\*, Required**

**JFE-AR – Individualized Plan for Pregnant and/or Parenting Students, Optional**

## **LEAVE Summary**

There continues to be significant changes in Oregon law regarding leave. This includes changes from SB 1515 (2024) and numerous rule changes to match. The biggest change governs what conditions qualify for leave taken through the Oregon Family Leave Act (OFLA) and Paid Family and Medical Leave Insurance (PFMLI). While these leave allotments used to run concurrently in many situations, they now cannot be taken concurrently.

Included in this update are versions of GCBDA/GDBDA and GCBDA/GDBDA-AR(1) for districts with 50 or more employees (Version 1) and versions for districts with between 25 and 50 employees (Version 2).

### **Policy(ies) and ARs Impacted by these Revisions**

**GCBDA/GDBDA – Family and Medical Leave \* (Version 1), Highly Recommended**

**GCBDA/GDBDA-AR(1) – Family and Medical Leave \* (Version 1), Highly Recommended**

**GCBDA/GDBDA – Family Leave \* (Version 2), Highly Recommended**

**GCBDA/GDBDA-AR(1) – Family Leave \* (Version 2), Highly Recommended**

**GCBDC/GDBDC – Domestic Violence, Harassment, Sexual Assault, Bias, or Stalking Leave (Safe Leave) \*, Highly Recommended**

**GCBDC/GDBDC-AR – Request for Domestic Violence, Harassment, Sexual Assault, Bias, or Stalking Leave, Highly Recommended**

**GCBDD/GDBDD – Sick Time \*, Highly Recommended**

**GCBDF/GDBDF – Paid Family and Medical Leave Insurance \* (Version 1), Highly Recommended**

**GCBDF/GDBDF-AR – Paid Family and Medical Leave Insurance (PFMLI), Highly Recommended**

## **IIA Instructional MaterialsHR**

### **INSTRUCTIONAL, SUPPLEMENTAL, SCHOOL LIBRARY, AND CLASSROOM LIBRARY MATERIALS**

#### **Summary**

OSBA policy staff worked collaboratively with a work group comprised of school district and ESD staff and professionals from the State Library of Oregon and Intellectual Freedom Committee. The results of this work group culminated in the newly revised proposed sample policy and associated administrative regulations published in this Policy Update.

If the district has adopted policy and any associated administrative regulations on the topic of instructional materials, consider the new proposed samples.

Consider the new proposed highly recommended policy IIA – Instructional Materials\*\* for board adoption and decide whether any of proposed administrative regulations support local practices and submit to the Board for review.

### **Policy(ies) and ARs Impacted by these Revisions**

**IIA - Instructional Materials\*\*, Highly Recommended, New**

**IIA-AR(1) - Instructional Materials, Optional, New**

**IIA-AR(2) - Reconsideration of Core Instructional Materials, Optional, New IIA-AR(3) - Reconsideration of Supplemental Instructional Materials, Optional, New IIA-AR(4) - Reconsideration of School or Classroom Library Materials, Optional, New IIA-AR(5) - Request for Reconsideration of Instructional or Library Materials Form, Optional, New IIA-AR(6) - Independent Adoption of Core Instructional Materials, Optional, New**

## **GRADUATION REQUIREMENTS**

### Summary

There are several recommended changes to policy IKF – Graduation Requirements\*\*. Senate Bill (SB) 992 (2023) replaced the “Alternative Certificate” with a “Certificate of Attendance.”

Additionally, SB 3 (2023) added one-half credit each of higher education and career path skills and personal financial education to the diploma and the modified diploma, therefore, reducing the number of elective credits by 1 to maintain the 24 credits. Both of these are effective for students who began grade 9 in the 2023-2024 school year.

The State Board of Education adopted the half credit for civics passed in SB 513 (2021) into OAR 581-022-2000. This is effective for students who began grade 9 in the 2022-2023 school year. Additional rules adopted by the State Board affect a variety of changes in policy which include language on additional credit requirements, Essential Skills, and updated parent notice requirements. Also of note is the requirement for a district board to define criteria for the issuance of a certificate of attendance to a student in their district when they do not satisfy the requirements to receive a diploma.

OSBA still anticipates additional rules (which may affect this policy) resulting from passage of House Bill 4137 (2024) and affecting ORS 329.451; the bill creates a path for students who have completed an International Baccalaureate program to satisfy graduation requirements. Review existing policy, revise as needed, and readopt required policy IKF – Graduation Requirements\*\*. There were minor changes in IKFB – Graduation Exercises If this policy is present in the board’s policy manual, review existing policy, revise as needed and readopt. The changes to JECA – Admission of Resident Students\*\* are primarily the replacement of ‘alternative certificate’ with ‘certificate of attendance’.

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### **Policy(ies) and ARs Impacted by these Revisions**

**IKF - Graduation Requirements\*\*, Required**

**IKFB - Graduation Exercises, Optional**

**JECA - Admission of Resident Students\*\*, Highly Recommended**

## **ARTIFICIAL INTELLIGENCE Summary**

Artificial intelligence and generative artificial intelligence are the most recent additions to technology tools available to education. The purpose of this new model sample 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 Oregon Department of Education (ODE) has Educational Technology resources which include several on artificial intelligence.

Collective Bargaining Impact

None

Local District Responsibility

Review the available optional model sample policy and decide whether it is beneficial to adopt.

Policy(ies) and ARs Impacted by these Revisions

**IKJ – Artificial Intelligence, Optional, New**

### **MEDICATIONS Summary**

There were a host of changes in Oregon law and administrative rules around administration of medication to students and for student self-administration in a school/district setting. This includes changes from House Bill 2002 and 2395 passed in the 2023 Legislature; from Senate Bill 1552 passed in the 2024 Legislature affecting statute in ORS 339.866 - 339.871; and rules on administration of medication in OAR 581-021-0037 which include new rules on short-acting opioid antagonist. The resulting changes are quite extensive and therefore the model policy and administrative regulation are presented without showing tracked changes.

Policy(ies) and ARs Impacted by these Revisions:

JHCD Medications

JHCD-AR(1) Medications

## **Nondiscrimination and Civil Rights**

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 Director of Student Services 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.~~

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, 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 [insert position title(s)] 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>1</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
8. <sup>{2}</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;

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<sup>1</sup> The notice of nondiscrimination will include the name or title, work address, email address, and phone number of each civil rights coordinator.

<sup>2</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) 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;
  - (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>3</sup>

END OF POLICY

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**Legal Reference(s):**

<a href="#">ORS 174.100</a>	<a href="#">ORS 659.815</a>	<a href="#">ORS 659A.006</a>
<a href="#">ORS 192.630</a>	<a href="#">ORS 659.850 - 659.860</a>	<a href="#">ORS 659A.009</a>
<a href="#">ORS 326.051(1)(e)</a>	<a href="#">ORS 659.865</a>	<a href="#">ORS 659A.029</a>
<a href="#">ORS 408.230</a>	<a href="#">ORS 659A.001</a>	<a href="#">ORS 659A.030</a>
<a href="#">ORS 659.805</a>	<a href="#">ORS 659A.003</a>	<a href="#">ORS 659A.040</a>
<a href="#">ORS 659A.103 - 659A.145</a>	<a href="#">ORS 659A.409</a>	<a href="#">OAR 581-022-2310</a>
<a href="#">ORS 659A.230 - 659A.233</a>	<a href="#">OAR 581-002-0001 – 002-0005</a>	<a href="#">OAR 581-022-2370</a>
<a href="#">ORS 659A.236</a>	<a href="#">OAR 581-021-0045</a>	<a href="#">OAR 839-003</a>
<a href="#">ORS 659A.309</a>	<a href="#">OAR 581-021-0046</a>	
<a href="#">ORS 659A.321</a>	<a href="#">OAR 581-021-0047</a>	

Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (2018).

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<sup>3</sup> Training must first be completed by June 30, 2025.

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, 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).

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).

House Bill 2935 (2021).

House Bill 3041 (2021).

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<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

<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>The notice of nondiscrimination will include the name or title, work address, email address, and phone number of each civil rights coordinator.

<sup>4</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.}



## Discrimination or Civil Rights Complaint Procedure

Any person, including students, staff, visitors and third parties, may file a complaint.

The district may have additional responsibilities addressing reports and complaints, including but not limited to, those found in the following policies and their associated administrative regulations:

1. AC-AR(2) - Sex-Based Discrimination under Title IX;
2. ACA - Americans with Disabilities Act;
3. ACB - Every Student Belongs;
4. GBEA - Workplace Harassment;
5. GBM - Staff Complaints;
6. GBMA - Whistleblower;
7. GBN/JBA - Sexual Harassment;
8. GBNA - Hazing, Harassment, Intimidation, Bullying, Menacing or Cyberbullying – Staff;
9. GBNAA/JHFF - Reporting of Suspected Sexual Conduct with Students;
10. GBNAB/JHFE - Suspected Abuse of a Child Reporting Requirements;
11. IIA - Instructional Materials\*\*;
12. JFCF - [Hazing, ]Harassment, Intimidation, Bullying, [Menacing, ]Cyberbullying, Teen Dating Violence, or Domestic Violence – Student\*\*; and
13. KL - Public Complaints.

Complaints regarding discrimination or harassment, on any basis protected by law, shall be processed in accordance with the following procedures:

- Step 1: Complaints of sex-based discrimination received by the district, in addition to the procedures outlined below, must follow additional requirements in AC-AR(2) - Sex-Based Discrimination Complaints. Complaints may be oral or in writing and **must** may be filed with the principal or civil rights coordinator. Any staff member that receives an oral or written complaint shall report the complaint to the principal. If a complaint is filed with the civil rights coordinator, the civil rights coordinator will forward it to the principal. If a complaint is filed with the principal, the principal will notify the civil rights coordinator of the complaint. The civil rights coordinator will oversee the investigation<sup>{1}</sup> conducted by the principal or designee and ensure the investigation is resolved. The principal shall ensure that any required notices are provided.<sup>2</sup>

<sup>1</sup> {The investigator can be someone other than the civil rights coordinator or principal.}

<sup>2</sup> See the following for notice requirements:

1. Administrative regulation ACB-AR - Bias Incident Complaint Procedures
2. Administrative regulation AC-AR(2) - Sex-Based Discrimination Under Title IX
3. Board policy GBN/JBA - Sexual Harassment

The principal shall investigate and determine the action to be taken, if any, and reply in writing, to the complainant within 10 school days of receipt of the complaint.

Step 2: If the complainant wishes to appeal the decision of the principal, the complainant may submit a written appeal to the superintendent within five school days after receipt of the principal's response to the complaint.

The superintendent shall review the principal's decision within five school days and may meet with all parties involved. The superintendent will review the merits of the complaint and the principal's decision. The superintendent will respond in writing to the complainant within 10 school days.

Step 3<sup>{3}</sup>: If the complainant is not satisfied with the decision of the superintendent, a written appeal may be filed with the Board within five school days of receipt of the superintendent's response to Step 2. The Board may decide to hear or deny the request for appeal at a Board meeting. If the Board decides to hear the appeal, the Board may meet with the concerned parties and their representative at a Board meeting. The Board's decision will be final and will address each allegation in the complaint and contain reasons for the Board's decision. A copy of the Board's final decision shall be sent to the complainant in writing or electronic form within 30 days of receipt of the appeal by the Board.

If the principal is the subject of the complaint, the individual may start at Step 2 and should file a complaint with the superintendent or designee. [The superintendent will notify the civil rights coordinator.](#)

If the superintendent is the subject of the complaint, the complaint may start at Step 3 and should be referred to the Board chair. The Board may refer the investigation to a third party. [The Board chair will direct notification to the civil rights coordinator.](#)

Complaints against the Board as a whole or against an individual Board member, may start at Step 3 and should be submitted to the Board chair and may be referred to district counsel. Complaints against the Board chair may start at Step 3 and be referred directly to the district counsel. [The Board chair will direct notification to the civil rights coordinator.](#)

[All complaints, including those starting at Step 2 or later, will meet all legal requirements. The civil rights coordinator will oversee these requirements.](#)

<sup>{4}</sup> ~~The timelines established in each step of this procedure may be extended upon mutual consent of the district and the complainant in writing[, but will not be longer than 30 days from the date of the submission of the complaint at any step].~~ by the district for good cause. Any extension will be communicated to the parties and include a reason for the delay. ~~The overall timeline of this complaint~~

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<sup>3</sup> {Individuals tasked with making decisions regarding complaints for types of discrimination may be required to be trained prior to making those decisions. See July 2022 Dear Colleague letter.}

<sup>4</sup> {If the extension of timelines is by mutual agreement, the ability of the complainant to appeal to the Deputy Superintendent of Public Instruction at 30 or 90 days is stalled until the end of the agreed upon extension.}

~~procedure may be extended beyond 90 days from the initial filing of the complaint upon written mutual consent of the district and the complainant.~~

The timelines established in each step of this procedure may be extended upon mutual consent of the district and the complainant in writing. The overall timeline of this complaint procedure may be extended beyond 90 days from the initial filing of the complaint upon written mutual consent of the district and the complainant.

The complainant, if a person who resides in the district, or a parent or guardian of a student who attends school in the district or a student, is not satisfied after exhausting local complaint procedures, the district fails to render a written decision within 30 days of submission of the complaint at any step ([unless the district and complainant have agreed in writing to a different time period for that step](#)) or fails to resolve the complaint within 90 days of the initialing filing of the complaint, may appeal<sup>5</sup> the district's final decision to the Deputy Superintendent of Public Instruction under Oregon Administrative Rules (OAR) 581-002-0001 – 581-002-0023.

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<sup>5</sup> An appeal must meet the criteria found in OAR 581-~~002-0005(1)(a)~~. [075-0010](#) (the rules are amended by OAR 581-075-0901 until April 30, 2025).

**DISCRIMINATION OR CIVIL RIGHTS COMPLAINT FORM**

Any person, including students, staff, visitors and third parties, may file a complaint.

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Name of Person Filing Complaint	Date	School or Activity
Student/Parent <input type="checkbox"/> Employee <input type="checkbox"/> Job applicant <input type="checkbox"/> Other <input type="checkbox"/> _____		

Type of discrimination or harassment :

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Race                      | <input type="checkbox"/> Mental or physical disability | <input type="checkbox"/> Age  |
| <input type="checkbox"/> Color                     | <input type="checkbox"/> Marital status                | <input type="checkbox"/> Sexual orientation                             |
| <input type="checkbox"/> Religion                  | <input type="checkbox"/> Familial status               | <input type="checkbox"/> Pregnancy                                      |
| <input type="checkbox"/> Sex                       | <input type="checkbox"/> Economic status               | <input type="checkbox"/> Discriminatory use of a Native American mascot |
| <input type="checkbox"/> National or ethnic origin | <input type="checkbox"/> Veterans' status              | <input type="checkbox"/> Other _____                                    |
| <input type="checkbox"/> Gender identity           |  |   |

Specific complaint: (Please provide detailed information including names, dates, places, activities and results of the discussion.) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Who should we talk to and what evidence should we consider? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Suggested solution/resolution/outcome: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This complaint form should be mailed or submitted to the principal.

Direct complaints related to educational programs and services may be made to the U.S. Department of Education, Office for Civil Rights. Direct complaints related to employment may be filed with the Oregon Bureau of Labor and Industries, Civil Rights Division, or the U.S. Department of Labor, Equal Employment Opportunities Commission.

## **Sexual Harassment**

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 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.

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.

## 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 JBA/GBN-AR(1)– Sexual Harassment Complaint Procedure and JBA/GBN-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.~~

## ~~OREGON DEFINITION AND PROCEDURES~~

### Oregon Definition

Sexual harassment of students, staff members or third parties<sup>1</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>2</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 action, offensive because of that other person’s sexual orientation or gender identity.

Examples of sexual harassment may include, but not be limited to, 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.

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<sup>1</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>2</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.

## Oregon Procedures

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

Name	Position	Phone	Email
<u>Brian Sica</u>	<u>Superintendent</u>	<u>503-324-8591</u>	<u>brians@banks.k12.or.us</u>

This individual is responsible for accepting and managing complaints of sexual harassment. ~~Persons wishing to report should contact them using the above information.~~ 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.

## 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, 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:

Interviews with those involved;

Interviews with witnesses;

Review of video surveillance;

Review of written communications, including electronic communications;

Review of any physical evidence; and

### Use of third-party investigator.

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.

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;
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:

Educational assignments or educational environment of a student or other person initiating the complaint, reporting the behavior, or participating in the investigation; or

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 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:

Each reporting person;

If appropriate, any impacted person who is not a reporting person;

Each reported person; and

Where applicable, a parent or legal guardian of a reporting person, impacted person, or reported person.

The written notification must include:

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 ~~a student, student’s parents, staff member,~~ person ~~or person’s parent~~ 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;  
Use print that is of a color, size and font that allows the notification to be easily read; and  
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.

## ~~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;~~

~~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>3</sup>;~~

~~“Sexual assault”: an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;~~

~~“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;~~

~~“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~~

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<sup>3</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))

~~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~~

~~“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**

~~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 JBA/GBN-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.~~

~~Jacob Pence is designated as the Title IX Coordinator. The Title IX Coordinator will coordinate the district's efforts to comply with its responsibilities related to this AR. The district prominently will display the contact information for the Title IX Coordinator on the district website and in each handbook.~~

## **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. The district shall treat complainants and respondents equitably by providing supportive measures to the complainant and by following a grievance procedure<sup>4</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>5</sup>~~

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<sup>4</sup> This grievance procedure must meet the requirements of Title 34 C.F.R. § 106.45 (included in accompanying administrative regulation, see JBA/GBN-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure).

<sup>5</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. 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);~~

~~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~~

~~The grievance procedure and process, how to file a formal complaint of sex discrimination or sexual harassment, and how the district will respond.~~

### **No Retaliation**

~~Neither the district or any person may retaliate<sup>6</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 shall be prominently published in the district student handbook and on the 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

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### **Legal Reference(s):**

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<sup>6</sup> Retaliation includes, but is not limited to, intimidation, threats, coercion, and discrimination.

[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).

## Family ~~Medical~~ Leave

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.

FMLA applies to districts with 50 or more employees within 75 miles of the employee's work site, based on employment during each working day during any of the 20 or more work weeks in the calendar year in which the leave is to be taken, or in the calendar year preceding the year in which the leave is to be taken. The 50 employee test does not apply to educational institutions for determining employee eligibility.

OFLA and OMFLA applies to districts that employ 25 or more part-time or full-time employees in Oregon, based on employment during each working day during any of the 20 or more work weeks in the calendar year in which the leave is to be taken, or in the calendar year immediately preceding the year in which the leave is to be taken.

In order for an employee to be eligible for the benefits under FMLA, he/she must have been employed by the district for at least 12 months and have worked at least 1,250 hours during the past 12-month period.

In order for an employee to be eligible for the benefits under OFLA, he/she must work an average of 25 hours per week and have been employed at least 180 calendar days prior to the first day of the family medical leave of absence. [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)}

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>3</sup>, contributed to the PFMLI fund in the alternate or base years and are otherwise eligible.<sup>4</sup> PFMLI can be taken for family leave, medical leave or safe leave.<sup>5</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 leave available under ORS 653.601 - 653.661, FMLA, and other types of leave if provided by the district. Any leave taken under PFMLI must be taken concurrently with any leave taken under FMLA when for the same purpose.

The superintendent 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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<sup>3</sup> The wages are not required to have been earned for work in the district.

<sup>4</sup> See OAR 471-070-1010 for additional information.

<sup>5</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.}

**Legal Reference(s):**

[ORS 332.507](#)

[ORS 342.545](#)

[ORS 659A.090](#)

[ORS 659A.093](#)

[ORS 659A.096](#)

[ORS 659A.099](#)

[ORS 659A.150 to -659A.186](#)

[OAR 839-009-0200 to -0320](#)

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2006); 28 C.F.R. Part 35 (2006).  
Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601-2654 (2006); Family and Medical Leave Act of 1993, 29 C.F.R. Part 825 (2008).

National Defense Authorization Act of 2008, Public Law 110-181, § 585(a).

Americans with Disabilities Act Amendments Act of 2008.

National Defense Authorization Act for Fiscal Year 2010, Public Law 111-84, § 565.

Escriba v. Foster Poultry Farms, Inc. 743 F.3d 1236 (9<sup>th</sup> Cir. 2014).

R4/13/17 | RS

**Domestic Violence, Harassment, Sexual Assault, Bias, or Stalking Leave (Safe Leave)**

(For employers who employ six or more employees)

**Definitions**

- ~~1. “Covered employer” means an employer who employs six or more individuals in the state of Oregon for each working day through each of 20 or more calendar workweeks in the year in which the eligible employee takes leave to address domestic violence, harassment, sexual assault or stalking, or in the year immediately preceding the year in which an eligible employee takes leave for domestic violence, harassment, sexual assault or stalking.~~
- ~~2. “Eligible employee” means an employee who is a victim of domestic violence, harassment, sexual assault or stalking or is the parent or guardian of a minor child or dependent who is a victim of domestic violence, harassment, sexual assault or stalking.~~
- ~~3. “Protective order” means an order authorized by Oregon Revised Statute (ORS) 30.866; 107.095(1)(e), 107.700 – 107.735, 124.005 – 124.040 or 163.730 – 163.750 or any other order that restrains an individual from contact with an eligible employee or the employee’s minor child or dependent.~~
- ~~4. “Victim of domestic violence” means an individual who has been a victim of abuse as defined by ORS 107.705; or any other individual designated as a victim of domestic violence by rule adopted under ORS 659A.805.~~
- ~~5. “Victim of harassment” means an individual against whom harassment has been committed as described in ORS 166.065 and any other individual designated as a victim of harassment by rule adopted under ORS 659A.805.~~
- ~~6. “Victim of sexual assault” means an individual against whom a sexual offense has been committed as described in ORS 163.467 or 163.525; or any other individual designated as a victim of sexual assault by rule adopted under ORS 659A.805.~~
- ~~7. “Victim of stalking” means an individual against whom stalking has been committed as described in ORS 163.732; or an individual designated as a victim of stalking by rule adopted under ORS 695A.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.~~
- ~~8. “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 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.

▲ The district (covered employer) shall allow an (eligible) employee 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 employee's minor child or dependent;
5. To relocate or take steps to secure an existing home to ensure health and safety of the eligible employee or the employee's minor child/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 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/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/dependent** was a victim of domestic violence, harassment, sexual assault 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~~ **is** preparing for a civil, criminal or administrative proceeding related to domestic violence, harassment, sexual assault 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 employee, 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 that the employee has requested** or obtained **ing** 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.

The employee may use **any ~~all~~ paid accrued leave**, including **personal, sick leave, ~~and~~ vacation leave or any other paid leave offered by the district**. The **employee 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](#)

**Request for Domestic Violence, Harassment,  
Sexual Assault, Bias or Stalking Leave**

(For employers who employ six or more employees)

PLEASE PRINT

~~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.

Name of Eligible Employee \_\_\_\_\_ Effective Date of the Leave \_\_\_\_\_

Department \_\_\_\_\_ Title \_\_\_\_\_

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 harassment, sexual assault or stalking for 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 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.

“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 my the eligible employee's~~ 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)(e), 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 e~~ 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~~ 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] [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: \_\_\_\_\_

## Sick Time

“Employee” means an individual ~~who is employed by the district and who is paid on an hourly, stipend or salary basis, and for whom withholding is required under Oregon Revised Statute (ORS) 316.162-316.221.~~ renders personal services at a fixed rate to the district if the district either pays or agrees to pay for personal services or permits the individual to perform personal services. The definition does not include volunteers or independent contractors.

Employees qualify to begin earning and accruing sick time on the first day of employment with the district.

A district employing 10 or more employees and therefore shall allow an eligible employee to access up to 40 hours of paid sick time per year. Any unused sick time left over at the last day of the expiring year goes away, and paid sick time of 40 hours shall be front-loaded to an employee at the beginning of each year.

Sick time shall be taken in hourly increments and may be used for the employee’s or a family member’s<sup>1</sup> mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive care, or for reasons consistent with ~~qualifying the~~ Family Medical Leave Act (FMLA), Paid Family and Medical Leave Insurance (PFMLI) or Oregon Family Leave (OFLA). Sick time may also be used in the event of a public health emergency.

The use of sick time may not lead to, or result in, an adverse employment action against the employee.

The district reserves the right after an employee uses sick time for more than five consecutive days of ~~absence, to require proof of personal illness or injury from an employee, including a medical examination by a physician-chosen verification or certification~~<sup>2</sup> and paid for by the district. ~~If an An employee refusing to submit to such an examination fails to provide verification or certification or fails to provide other~~ evidence as required by the district, shall be subject to appropriate disciplinary action, up to and including dismissal.

When the reason for sick time is consistent with FMLA/OFLA leave, the sick time and the FMLA/OFLA leave may run concurrently.

When the reason for sick time is consistent with ORS 332.507, the sick time and leave pursuant to ORS 332.507 may run concurrently.

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<sup>1</sup> “Family member” is defined by the Oregon Family Leave Act (OFLA).

<sup>2</sup> In the case of need for leave under ORS 659A.272, the district may not require the verification or certification to explain the nature of the illness or details related to the domestic violence, sexual assault, harassment, bias, or stalking, which necessitates the use of sick time.

If the reason for sick time is a foreseeable absence, the district may require the employee to provide advance notice of their intention to use sick time within 10 days prior to when of the requested sick time is to begin, or as soon as otherwise practicable. When the an employee uses sick time for a foreseeable absence, the employee shall take reasonable effort to schedule the sick time in a manner that does not unduly disrupt the operations of the district (e.g., grading deadlines, inservice training, mandatory meetings).

If the reason for sick time is unforeseeable, such as an emergency, accident or sudden illness, the employee shall notify the district at least 24 hours in advance, before the start of the employee's shift, or when circumstances prevent the employee from providing notice as required, or as soon as practicable.

The district may discipline an employee for violating workplace policies and procedures if the employee fails to provide notice as required.

END OF POLICY

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**Legal Reference(s):**

[ORS 332.507](#)  
[ORS 342.545](#)

[ORS 342.610](#)  
[ORS 653.601 to -653.661](#)

[ORS 659A.150 to -659A.186](#)

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016).  
Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601-2654 (2012); Family and Medical Leave Act of 1993, 29 C.F.R. Part 825 (2016).  
Americans with Disabilities Act Amendments Act of 2008.

## Paid Family and Medical Leave Insurance (PFMLI)

The district participates in Paid Family and Medical Leave Insurance (PFMLI) and Paid Leave Oregon (PLO). This includes submitting employee and employer contributions to the Oregon Employment Department as required by state law. The district does not administer PFMLI or PLO. 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>1</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)(a)d ~~(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).
3. “Family member” means:

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<sup>1</sup> This provision becomes effective on January 1, 2025.

- 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.

6. ~~“Serious health condition” means an illness, injury, impairment, or physical or mental condition of a claimant or their family member that:~~

~~a.—Requires inpatient care in a medical care facility such as, but not limited to, a hospital, hospice, or residential facility such as, but not limited to, a nursing home or inpatient substance abuse treatment center;~~

~~b.—In the medical judgment of the treating health care provider poses an imminent danger of death, or that is terminal in prognosis with a reasonable possibility of death in the near future;~~

~~c.—Requires constant or continuing care, including home care administered by a health care professional;~~

~~d.—Involves a period of incapacity. “Incapacity” 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.~~

~~e.—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;~~

~~f.—Involves permanent or long-term incapacity due to a condition for which treatment may not be effective, such as, but not limited to, Alzheimer’s 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;~~

~~g.—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;~~

~~h.—Involves any period of disability due to pregnancy, childbirth, miscarriage or stillbirth, or period of absence for prenatal care; or~~

~~i.—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.~~

## **Eligibility**

To be eligible for ~~PL~~ Paid Leave Oregon benefits, an individual must:

- a. Be an employee of the district[3];
- b. Earn at least \$1,000 in the base or alternate base year[4];
- c. Contribute to the ~~PL~~ 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 The Standard Insurance Company;
- f. Have not exceeded maximum paid leave ~~for~~ in the active benefit year; and
- g. Have no current disqualifications[5].

## Leave

~~PL~~ **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.[6] Leave can be taken in one-day increments and can be consecutive or nonconsecutive.

Any family leave or medical leave taken under ~~PL~~ **Paid Leave Oregon** must be taken concurrently with any leave taken by an eligible employee 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.

END OF POLICY

Legal Reference(s):

ORS 657B

OAR 471-070

HB 912 (2023)

SB 913 (2023)

HB 999 (2023)

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[1] Paid Leave Oregon is the program developed by the Oregon Department of Employment to administer Paid Family and Medical Leave Insurance. "Paid Leave Oregon" means the Paid Family and Medical Leave Insurance program described in ORS 657B.

[2] The overall contribution will be determined by Standard, and is initially set at 1 percent (up to \$132,900). The employer contribution is 40 percent and the employee contribution is 60 percent of this amount. 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.

[3] 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.

[4] Pay could come from another Oregon employer.

[5] 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).

[6] In some pregnancy-related situations, employees may be able to take two additional weeks, for a total of 14 weeks.

END OF POLICY

Legal Reference(s):

[ORS 657B](#)

[OAR 471-070](#)

[HB 912 \(2023\)](#)

[SB 913 \(2023\)](#)

[HB 999 \(2023\)](#)

## Graduation Requirements

The Board establishes graduation requirements for awarding of a high school diploma, a modified diploma, an extended diploma and an ~~alternative certificate~~ ~~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. ~~A foster child~~ In foster care;
2. ~~Homeless~~ Experience houselessness;
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>1</sup>Enrolled in an approved recovery school under ORS 336.680.

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<sup>1</sup>As "Foster child" is defined in ORS 30.297.

{ORS 329.451(2) and OAR 581-022-use the term "homeless."} See OAR 581-022-2000 for additional information.

Applies to high school diplomas awarded on or after January 1, 2026.

"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

For any student identified above, the district shall accept any credits earned by the student in another district or public charter school, applying those credits toward the state requirements for a diploma if the credits satisfied those requirements in that district or public charter school.

## Diploma

A high school diploma will be awarded to students in grades 9 through 12 who complete a minimum of 24 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 (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 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, and financial literacy ~~, civics,~~ economics (including personal finance);
5. One credit in health education;
6. One-half credit of higher education and career path skills;
7. One-half credit of personal financial education;
8. One credit in physical education; and
9. Three credits in career and technical education, the arts or world languages (units shall be earned in any one or a combination).

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](#) in OAR 581-022-2000, a student must:

1. [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](#) which include:

1. Three credits in language arts;
2. Two credits in mathematics;
3. Two credits in science;
4. Two credits in social sciences (which may include history, civics, geography and economics (including personal finance));
5. One credit in health education;
6. One credit in physical education;
7. [One-half credit in personal financial education;](#)
8. [One-half credit in higher education and career path skills.](#)
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. [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.

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 ~~learning expectations~~**, construct, or content that is to be measured, grade level standard, 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.

Students not on an IEP or a Section 504 Plan may not receive a modified **statewide ~~Smarter-Balanced~~** assessment.

A student's school team (**which must include an adult student, parent/guardian of the student**) shall decide **if that** a student **will ~~should~~** 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.**

## 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 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

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 six 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.

~~Beginning in grade five or beginning after a documented history to qualify for an extended diploma, the district shall annually provide to the parents or guardians of the student, information about the availability and requirements of an extended diploma.~~

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 certificate of attendance will be awarded to students who:

1. Have maintained regular full-time attendance 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.

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 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.

### **Alternative Certificates**

~~Alternative certificates will be awarded to students who do not satisfy the requirements for a diploma, a modified diploma, or an extended diploma if the students meet minimum requirements established by the district.~~

~~Beginning in grade five or beginning after a documented history to qualify for an alternative certificate, the district shall annually provide to the parents or guardians of the student, information about the availability and requirements of an alternative certificate.~~

## 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, or an alternative certificate 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 ~~the opportunity to pursue a diploma with more stringent requirements than a modified diploma or an extended diploma for the sole reason the student has the documented history listed under the above modified diploma or extended diploma requirements:~~ has the documented history listed under the above 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 must ~~shall~~ 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 ~~an alternative certificate~~ in the later of 4 years after starting the ninth grade, or until the student reaches the age of 21 if the student is entitled to a public education until the age of 21 under state or federal law.

A student may ~~satisfy complete~~ the requirements for a modified diploma, an extended diploma or an ~~alternative certificate~~ 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 an alternative certificate in less than four 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 an ~~alternative certificate~~ 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 an ~~alternative certificate~~ 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. ~~and~~ 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 are 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, ~~an alternative certificate~~ [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 ~~an alternative certificate~~ [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 ~~Smarter-Balanced or alternate Oregon Extended Assessment~~ [Oregon statewide assessments in language arts and/or mathematics](#) by completing the Oregon Department of Education's Opt-out Form<sup>2</sup> and submitting the form to the district.

The district will issue a high school diploma pursuant to Oregon law (ORS 332.114) 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.

*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](#).*

*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.*

*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.*

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<sup>2</sup>Oregon Department of Education page for: [30-day notice and opt-out form](#)

*“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.*

*“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.*

END OF POLICY

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**Legal Reference(s):**

[ORS 329.007](#)  
[ORS 329.045](#)  
[ORS 329.451](#)  
[ORS 329.479](#)  
[ORS 332.107](#)  
[ORS 332.114](#)  
[ORS 339.115](#)

[ORS 339.505](#)  
[ORS 343.295](#)  
  
[OAR 581-021-0009](#)  
[OAR 581-022-2000](#)  
[OAR 581-022-2005](#)  
[OAR 581-022-2010](#)

[OAR 581-022-2015](#)  
[OAR 581-022-2020](#)  
[OAR 581-022-2025](#)  
[OAR 581-022-2030](#)  
[OAR 581-022-2115](#)  
[OAR 581-022-2120](#)  
[OAR 581-022-2505](#)

*Test Administration Manual*, published by the OREGON DEPARTMENT OF EDUCATION.  
House Bill 2056 (2021).  
Senate Bill 744 (2021).

## **Sexual Harassment**

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 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.

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.

## 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 JBA/GBN-AR(1)– Sexual Harassment Complaint Procedure and JBA/GBN-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.~~

## ~~OREGON DEFINITION AND PROCEDURES~~

### Oregon Definition

Sexual harassment of students, staff members or third parties<sup>1</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>2</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 action, offensive because of that other person’s sexual orientation or gender identity.

Examples of sexual harassment may include, but not be limited to, 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.

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<sup>1</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>2</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.

## Oregon Procedures

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

Name	Position	Phone	Email
<u>Brian Sica</u>	<u>Superintendent</u>	<u>503-324-8591</u>	<u>brians@banks.k12.or.us</u>

This individual is responsible for accepting and managing complaints of sexual harassment. ~~Persons wishing to report should contact them using the above information.~~ 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.

## 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, 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:

Interviews with those involved;

Interviews with witnesses;

Review of video surveillance;

Review of written communications, including electronic communications;

Review of any physical evidence; and

### Use of third-party investigator.

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.

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;
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:

Educational assignments or educational environment of a student or other person initiating the complaint, reporting the behavior, or participating in the investigation; or

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 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:

Each reporting person;

If appropriate, any impacted person who is not a reporting person;

Each reported person; and

Where applicable, a parent or legal guardian of a reporting person, impacted person, or reported person.

The written notification must include:

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 ~~a student, student’s parents, staff member,~~ person ~~or person’s parent~~ 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;  
Use print that is of a color, size and font that allows the notification to be easily read; and  
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.

## ~~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;~~

~~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>3</sup>;~~

~~“Sexual assault”: an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;~~

~~“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;~~

~~“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~~

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<sup>3</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))

~~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~~

~~“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**

~~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 JBA/GBN-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.~~

~~Jacob Pence is designated as the Title IX Coordinator. The Title IX Coordinator will coordinate the district's efforts to comply with its responsibilities related to this AR. The district prominently will display the contact information for the Title IX Coordinator on the district website and in each handbook.~~

### **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. The district shall treat complainants and respondents equitably by providing supportive measures to the complainant and by following a grievance procedure<sup>4</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>5</sup>~~

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<sup>4</sup> This grievance procedure must meet the requirements of Title 34 C.F.R. § 106.45 (included in accompanying administrative regulation, see JBA/GBN-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure).

<sup>5</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. 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);~~

~~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~~

~~The grievance procedure and process, how to file a formal complaint of sex discrimination or sexual harassment, and how the district will respond.~~

### **No Retaliation**

~~Neither the district or any person may retaliate<sup>6</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 shall be prominently published in the district student handbook and on the 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

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### **Legal Reference(s):**

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<sup>6</sup> Retaliation includes, but is not limited to, intimidation, threats, coercion, and discrimination.

[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).

## **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 an **alternative 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 **Board district** 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.

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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.

8. The **Board 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.
9. The **Board district** may, based on district criteria, provide alternative programs of instruction to a student **expelled 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](#)

# Banks School District No. 13

Code: JFE-AR  
Revised/Reviewed: 12.9.24

## Individualized Plan for Pregnant and/or Parenting **Teens** **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 **behind** 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

#### Description

Provided by:

Family

School

Agency

Paid for by:

Family

School

Agency

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

**Transportation**

Provided by:

- Family
- School
- Agency

Paid for by:

- Family
- School
- Agency

**Description**

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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**

**Description**

Provided by:  Family  School  Agency  
 Paid for by:  Family  School  Agency

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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

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

<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.~~



## Pregnant and/or Parenting Students

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 ~~unless physically unable~~. 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.

~~No pregnant or parenting student shall be excluded from the public schools on the basis of pregnancy or parenthood.~~

The district shall, in considering and obtaining special services for pregnant and/or parenting students:

1. 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.
2. 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.
3. Inform pregnant and/or parenting students and their parents of the availability of resources provided by other agencies, including health and social services.
4. Provide educational programs and schedules that address the individual learning styles and needs of pregnant and/or parenting students.
5. 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;

## Banks School District No. 13

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]].

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)).}

# Banks School District No. 13

[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).

## **Medications**

The district recognizes administering a medication to a student and/or permitting a student to administer a medication to themselves, may be necessary to allow the student to attend school. Therefore, the district allows medication, including injectable medications, to be administered to a student by designated personnel and the administration of medication by a student to themselves without assistance from designated personnel, subject to criteria established by the district and in accordance with Oregon law.

The district shall designate personnel authorized to administer medications to students. Medications, including injectable medications, may be administered by designated district personnel as part of a formal delegation by a registered nurse. Annual training shall be provided to designated personnel in accordance with law. The training will align with the ODE Medication Administration Training and include discussion of this policy, procedures and materials, including but not limited to, procedures outlined in administrative regulation JHCD-AR - Medications.

When a licensed health care professional is not immediately available, trained personnel designated by the district may administer epinephrine, glucagon, treatment for adrenal insufficiency, or another medication to a student as prescribed and/or as otherwise allowed by Oregon law.

A current first-aid/CPR/AED 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 district may revoke permission given to a student to self-administer medication if the student does not responsibly self-administer the medication or abuses the use of the medication, as determined by district personnel.

Medications will be handled, stored, monitored, disposed of and records maintained in accordance with law and established district procedures 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 medication 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 district 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.

[{[1]} A non-injectable short-acting opioid antagonist may be administered to any student or other individual by district personnel (whether or not they have received training on administering medications) on district premises who the individual administering the short-acting opioid antagonist believes in good faith is experiencing an opioid overdose.

A school administrator, teacher or other school employee, may administer a short-acting opioid antagonist to a student who experienced or is experiencing an opioid overdose without written permission and instructions of the student’s parents or guardian.]

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.

The superintendent shall develop administrative regulations to meet the requirements of law and the implementation of this policy.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#) [ORS 339.866 - 339.871](#) [ORS 433.800 - 433.830](#) [ORS 689.800](#)

[OAR 166-400-0010\(17\)](#) [OAR 166-400-0060\(29\)](#) [OAR 333-055-0000 - 0035](#) [OAR 581-021-0037](#)

[OAR 581-022-2220](#) [OAR 851-047-0000 - 0030](#)

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*.

House Bill 1552 (2024).

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[1] {The district is not required to provide or administer this medication. If the district is going to provide for, and administer this medication, this policy language is required. If the district does not intend to provide or administer this medication, there is no requirement to include this language in this policy.}

## **Medications**

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.

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 that is not approved by the Food and 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.

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.

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

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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.

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](#)

Senate Bill 665 (2019)

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*.

## Medications

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

A short-acting opioid antagonist may be administered by any district personnel<sup>4</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 designee 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;
- 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

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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> Including district personnel who have not received medication administration training.

- 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>5</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;
  - (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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<sup>5</sup> For nonprescription medication that is not approved by the Food and Drug Administration (FDA), see requirements in 6.a.(2)(d).

(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>6</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>7</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;
- 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;

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<sup>6</sup> For nonprescription medication that is not approved by the Food and Drug Administration (FDA), see requirements in 7.a.(3).

<sup>7</sup> [Except for short-acting opioid antagonists.]

- 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>8</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;
  - (4) Incidents of emergency and minor adverse reaction by a student to medication;
  - (5) Discrepancies in medication supply;

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<sup>8</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.

- (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.]

## Medications

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 himself.

### 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. Medication also includes 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.
- 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's parent or guardian of a student who has been diagnosed as adrenal insufficiency 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" 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

<sup>1</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.

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.
- 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

- 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 school-sponsored activity, as required by Oregon law. The principal will supervise and ensure handling and activity practices and procedures are consistent with the requirements of law, rules, and this administrative regulation.
- 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.
- 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.
- 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 believe in good faith is experiencing a severe allergic reaction, regardless of whether the student or individual has a prescription for epinephrine.

4. 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 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 an 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, 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 that 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
    - (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.

(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.

(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
- (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. Errors include, but are not limited to, administering medication to the wrong student, administering the wrong medication, dose, frequency, 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 and 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;
    - (c) The permission to self-administer the medication from a building administrator and a prescriber or registered nurse practicing in a school setting.

- (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.
- (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:
    - (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;
    - (viii) Signature of the prescriber.
- 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.
  - 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 allergic 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 non-prescription medications.
- d. Medication will be secured as follows:
  - (1) Nonrefrigerated medications will be stored in a locked cabinet, drawer or box;
  - (2) Medications requiring refrigeration will be stored in a locked box in a refrigerator;
  - (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, 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.
- 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.

## 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 refusal of medication;
  - (3) Errors in administration of medication;
  - (4) Incidents of emergency and/or 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 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.

**Sexual Harassment Complaint Procedure**

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

Name	Position	Phone	Email
Jeff Leo	Superintendent	503-324-8591	jeffl@banks.k12.or.us

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

**Step 1** The district official receiving the report or complaint shall promptly initiate an investigation using procedures and standards, including but not limited to, those identified in Board policy GBN/JBA - Sexual Harassment and will notify the complainant or reporting person, any impacted person who is not a reporting person (if appropriate), each reported person, and where applicable the parents of a reporting person, impacted person, or reported person, when such investigation is initiated. The official will arrange such meetings as may be necessary to discuss the issue with all concerned parties within 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. Such appeal must be filed within 10 working days after receipt of the Step 1 decision. The superintendent 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 shall provide a written decision to the complainant within 10 working days.

**Step 3** If a complainant is not satisfied with the decision at Step 2, the complainant may submit a written appeal to the Board. Such appeal must be filed within 10 working days after receipt of the Step 2 decision. The Board will review the decision of the superintendent 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 decision. All parties involved, including the school administration, may be asked to attend a hearing for the purposes of making further explanations and clarifying the issues. The Board

shall provide a written decision to the complainant within 30 working days following receipt of the appeal.

If the Board chooses not to hear the complaint, the superintendent's decision in Step 2 is final.

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. The superintendent will cause the required notices to be provided. The superintendent 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, 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.

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.

**DELETED**

**Banks School District**  
**12950 NW Main St. Banks, OR 97106**  
**503-324-8591**

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

**Banks School District  
12950 NW Main St. Banks, OR 97106  
503-324-8591**

**WITNESS DISCLOSURE FORM**

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

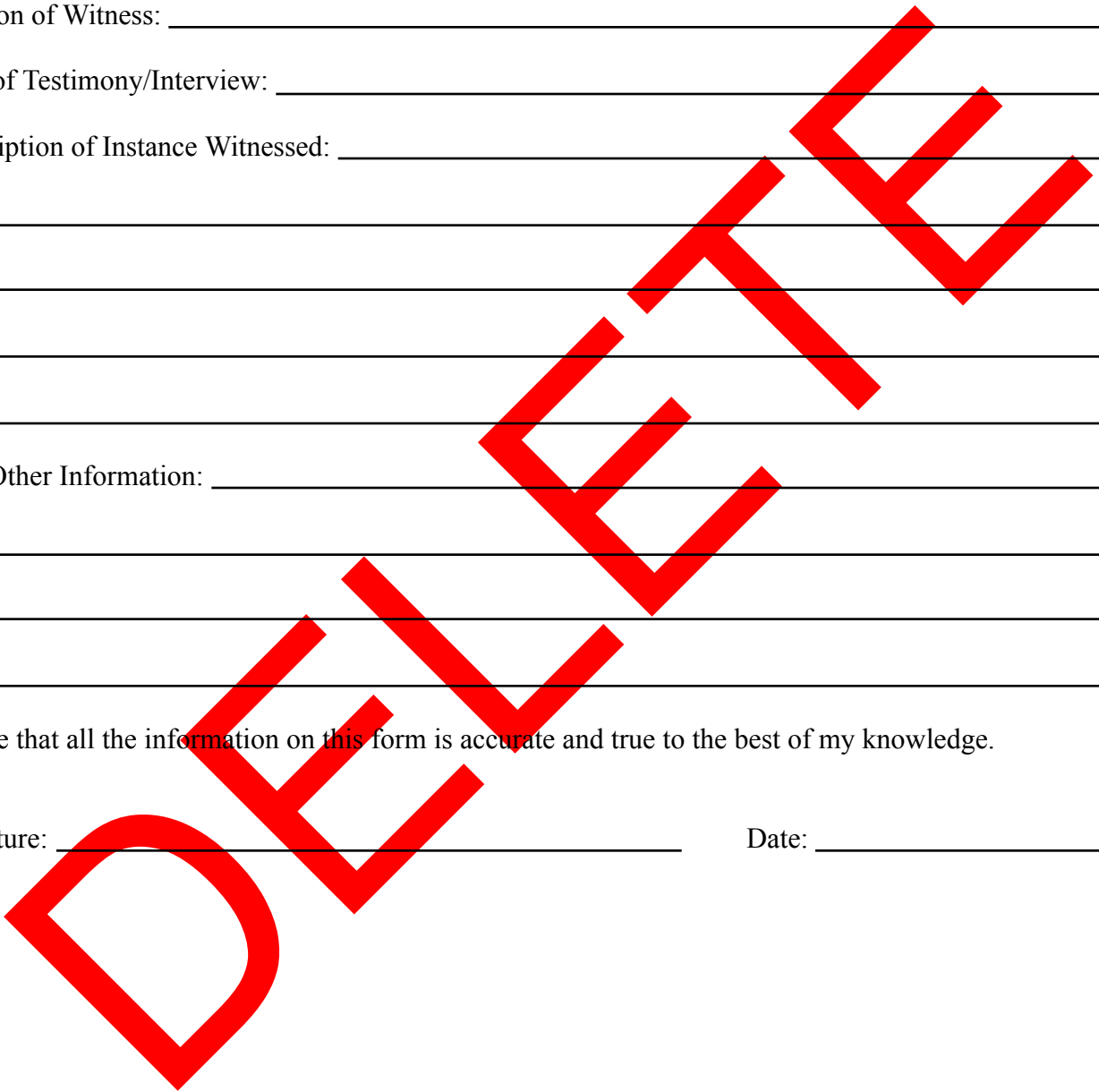
Any Other Information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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



## Federal Law (Title IX) Sexual Harassment Complaint Procedure

### 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.

“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>1</sup> and requesting that the district investigate the allegation of sexual harassment.

“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>2</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>3</sup> written notice of the following:

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 known at the time and with sufficient time to prepare a response before any initial interview.

---

<sup>1</sup> “Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

<sup>2</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>3</sup> Parties include the complainant and the respondent, if known.

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 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.
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 advisor of their choice. 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.
8. 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;

9. 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 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.

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 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;
10. 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;
11. Findings of fact supporting the determination;
12. Conclusions regarding the application of the district's code of conduct to the facts;

13. 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
14. 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**

The Title IX Coordinator is responsible for effective implementation of any remedies.

### **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;
1. Did not occur in the district's education program or activity; or
2. 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.

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.

When an appeal is filed, the district must:

1. Notify the other party in writing;
6. Implement appeal procedures equally for both parties;

7. Ensure the decision-maker(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;
8. Ensure the decision-maker for the appeal is free from conflicts of interest and bias;
9. Give both parties a reasonable equal opportunity to submit a written statement in support of, or challenging the outcome;
10. Issue a written decision describing the result of the appeal and the rationale for the result; and
11. 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;
12. Appeals (from receipt of appeal): 60 days;
13. Informal resolution process: 60 days.

Temporary delays of the grievance process, or limited extensions of time will be allowed for good cause<sup>4</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).

### **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 evident, including when questions about evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant.

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<sup>4</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))

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.

**TO DELETE**

**Federal Law (Title IX) Sexual Harassment Complaint Procedure**

**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.

“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>1</sup> and requesting that the district investigate the allegation of sexual harassment.

“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>2</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>3</sup> written notice of the following:

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 known at the time and with sufficient time to prepare a response before any initial interview.

<sup>1</sup> “Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

<sup>2</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>3</sup> Parties include the complainant and the respondent, if known.

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 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.
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 advisor of their choice. 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.
8. 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;

9. 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 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.

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 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;
2. 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;
3. Findings of fact supporting the determination;

4. Conclusions regarding the application of the district's code of conduct to the facts;
5. 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
6. 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**

The Title IX Coordinator is responsible for effective implementation of any remedies.

### **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;
10. Did not occur in the district's education program or activity; or
11. 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;
12. The respondent is no longer enrolled or employed by the district; or
13. Specific circumstances prevent the recipient from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

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;
14. 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
15. 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.

When an appeal is filed, the district must:

1. Notify the other party in writing;
16. Implement appeal procedures equally for both parties;

17. Ensure the decision-maker(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;
18. Ensure the decision-maker for the appeal is free from conflicts of interest and bias;
19. Give both parties a reasonable equal opportunity to submit a written statement in support of, or challenging the outcome;
20. Issue a written decision describing the result of the appeal and the rationale for the result; and
21. 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;
22. Appeals (from receipt of appeal): 60 days;
23. Informal resolution process: 60 days.

Temporary delays of the grievance process, or limited extensions of time will be allowed for good cause<sup>4</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).

### **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.

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<sup>4</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))

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.

**TO DELETE**

**Sexual Harassment Complaint Procedure**

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

Name	Position	Phone	Email
Jeff Leo	Superintendent	503-324-8591	jeffl@banks.k12.or.us

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

**Step 1** The district official receiving the report or complaint shall promptly initiate an investigation using procedures and standards, including but not limited to, those identified in Board policy GBN/JBA - Sexual Harassment and will notify the complainant or reporting person, any impacted person who is not a reporting person (if appropriate), each reported person, and where applicable the parents of a reporting person, impacted person, or reported person, when such investigation is initiated. The official will arrange such meetings as may be necessary to discuss the issue with all concerned parties within 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. Such appeal must be filed within 10 working days after receipt of the Step 1 decision. The superintendent 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 shall provide a written decision to the complainant within 10 working days.

**Step 3** If a complainant is not satisfied with the decision at Step 2, the complainant may submit a written appeal to the Board. Such appeal must be filed within 10 working days after receipt of the Step 2 decision. The Board will review the decision of the superintendent 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 decision. All parties involved, including the school administration, may be asked to attend a hearing for the purposes of making further explanations and clarifying the issues. The Board

shall provide a written decision to the complainant within 30 working days following receipt of the appeal.

If the Board chooses not to hear the complaint, the superintendent's decision in Step 2 is final.

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. The superintendent will cause the required notices to be provided. The superintendent 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, 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.

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.

**TO DELETE**

**Banks School District**  
**12950 NW Main St. Banks, OR 97106**  
**503-324-8591**

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

**Banks School District  
12950 NW Main St. Banks, OR 97106  
503-324-8591**

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

## **Federal Family and Medical Leave/State Family Medical Leave**

### **Coverage**

The federal Family and Medical Leave Act (FMLA) applies to districts with 50 or more employees within 75 miles of the employee's work site, based on employment during each working day during any of the 20 or more workweeks in the calendar year in which the leave is to be taken, or in the calendar year preceding the year in which the leave is to be taken. The 50 employee test does not apply to educational institutions for determining employee eligibility.

The Oregon Family Leave Act (OFLA) and the Oregon Military Family Leave Act (OMFLA) applies to districts that employ 25 or more part-time or full-time employees in Oregon, based on employment during each working day during any of the 20 or more workweeks in the calendar year in which the leave is to be taken, or in the calendar year immediately preceding the year in which the leave is to be taken.

### **Employee Eligibility**

FMLA applies to employees who have worked for the district for at least 12 months (not necessarily consecutive) and worked for at least 1,250 hours during the 12-month period immediately preceding the start of the leave.

An employee who has previously qualified for and has taken some portion of FMLA leave may request additional FMLA leave within the same leave year. In such instances, the employee need not requalify as an eligible employee, if the additional leave applied for is in the same leave year and for the same condition.

OFLA applies to employees who work an average of 25 hours or more per week during the 180 calendar days or more immediately prior to the first day of the start of the requested leave.

An employee who has previously qualified for and has taken some portion of OFLA leave, may request additional OFLA leave within the same leave year. In such instances, the employee must requalify as an eligible employee for each additional leave requested.

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 if an employee has been employed for the preceding 180 calendar days, when applicable, the employer must consider days, e.g., paid or unpaid, an employee is maintained on payroll for any part of a work week. Full-time public school teachers who have been maintained on payroll by a district for

180 consecutive calendar days are thereafter deemed to have been employed for an average of at least 25 hours per week during the 180 days immediately preceding the start date of the OFLA leave. This provision is eligible for rebuttal if for example, the employee was on a nonpaid sabbatical.

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 FMLA leave for the following reasons:

1. Serious health condition of the employee or the employee's covered family member:
  - a. Inpatient care;
  - b. Continuing treatment;
  - c. Chronic conditions;
  - d. Permanent, long-term or terminal conditions;
  - e. Multiple treatments;
  - f. Pregnancy and prenatal care.
2. Parental leave<sup>1</sup> (separate from eligible leave as a result of a child's serious health condition):
  - a. Bonding with and the care for the employee's newborn (within 12 months following birth);
  - b. Bonding with and the care for a newly adopted or newly placed foster child under the age of 18 (within 12 months of placement);
  - c. Care for a newly adopted or newly placed foster child over 18 years of age who is incapable of self-care because of a physical or mental impairment (within 12 months of placement);
  - d. Time to effectuate the legal process required for placement of a foster child or the adoption of a child.
3. Military Caregiver Leave: leave for the care for spouse, son, daughter or next-of-kin who is a covered servicemember/veteran with a serious injury or illness;
4. Qualifying Exigency Leave: leave arising out of the foreign deployment of the employee's spouse, son, daughter or parent.

Eligible employees may access OFLA for the following reasons:

1. Pregnancy disability leave (up to 12 weeks)
2. Parental leave
  - a. Time to effectuate the legal process required for placement of a foster child or the adoption of a child. \*OFLA provides 2 weeks

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<sup>1</sup> Parental leave must be taken in one continuous block of time within 12 months of the triggering event.

3. Sick Child Leave: leave for non-serious health conditions of the employee’s child. For OFLA, sick child leave includes absence to care for an employee’s child whose school or child care provider has been closed<sup>2</sup> in conjunction with a statewide public health emergency declared by a public health official.<sup>3</sup>
4. Bereavement Leave: leave related to the death of a covered family member.<sup>4</sup>
5. Eligible employees may access OMFLA for the purpose of spending time with a spouse or same-gender 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.
6. The eligibility of an employee who takes multiple leaves for different qualified reasons during the same district designated leave period may be reconfirmed at the start of each qualified leave requested.

**Definitions**

1. Family member:
  - a. For the purposes of FMLA, “family member” means:
    - (1) Spouse<sup>5</sup>;
    - (2) Parent;
    - (3) Child; or
    - (4) Persons who are “in loco parentis”.
  - b. For the purposes of OFLA, “family member” means:
    - (1) Spouse;
    - (2) Registered, same-gender domestic partner;
    - (3) Parent;
    - (4) Parent-in-law;
    - (5) Parent of employee’s registered, same-gender domestic partner;

<sup>2</sup> “Closure” 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. OAR 839-009-0210(4).

<sup>3</sup> The district may request verification of the need for sick child leave due to a closure during a statewide 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; and
3. A statement from the employee that no other family member of the child is willing and able to care for the child. 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>4</sup> Bereavement leave under OFLA must be completed within 60 days of when the employee received notice of the death.

<sup>5</sup> “Spouse” means individuals in a marriage, including “common law” marriage and same-sex marriage. For OFLA, spouse also includes same-sex individuals with a Certificate of Registered Domestic Partnership.

- (6) Child;
- (7) Child of employee's registered, same-gender domestic partner;
- (8) Grandchild;
- (9) Grandparent; or
- (10) Persons who are "in loco parentis".

2. Child:

- a. For the purposes of FMLA, "child" means a biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing "in loco parentis", who is either under the age of 18, or who is 18 years of age or older and who is incapable of self-care because of a physical or mental impairment.
- b. For the purposes of Military Caregiver Leave and Qualifying Exigency Leave under FMLA, "child" means the employee's son or daughter on covered active duty regardless of that child's age.
- c. For the purposes of OFLA, "child" means a biological, adopted, foster child or stepchild of the employee, the child of the employee's same-gender domestic partner, or a child with whom the employee is or was in a relationship of "in loco parentis".
- d. For the purposes of parental and sick child leave 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:

- a. For the purposes of FMLA, "in loco parentis" means persons with day-to-day responsibility to care for and financially support a child, or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.
- b. 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. Next of kin:

For the purposes of FMLA and Military Caregiver Leave under FMLA, "next of kin" means the nearest blood relative other than the servicemember's spouse, parent, son or daughter in the following order of priority (unless otherwise designated in writing by the servicemember):

- a. Blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions;
- b. Brothers or sisters;
- c. Grandparents;
- d. Aunts and uncles; and
- e. First cousins.

5. Covered servicemembers:

For the purposes of Military Caregiver Leave under FMLA, "covered servicemember" means a current member of the Armed Forces, including a member of the National Guard or Reserves, who is

receiving medical treatment, recuperation or therapy, or is in outpatient status, or is on the temporary disability retire list for a serious injury or illness.

6. Covered veteran:

For the purposes of Military Caregiver Leave under FMLA, “covered veteran” means a veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness provided they were:

- a. A member of the Armed Forces (including a member of the National Guard or Reserves);
- b. Discharged or released under conditions other than dishonorable; and
- c. Discharged within the five-year period before the eligible employee first takes FMLA, Military Caregiver Leave.

### Leave Period

For the purposes of calculating an employee’s leave period, the district will use a “rolling” 12-month period measured backward from the date the employee uses any family and medical leave. The same method for calculating the 12-month period for FMLA and OFLA leave entitlement shall be used for all employees. However, in all instances, the leave period for the purposes of OMFLA and Military Caregiver Leave under FMLA shall be dependent on the start of any such leave regardless of the district’s designated 12-month leave period described above.

### Leave Duration

For the purposes of FMLA, an eligible employee is generally entitled to a total of 12 weeks of qualified leave during the district’s designated leave period<sup>6</sup>. Spouses who work for the district may be limited to a combined 12 weeks of FMLA leave during the district’s designated leave period when the purpose of the leave is for the birth of a child or to care for a child after birth, placement of an adopted or foster child or the care for an adopted or foster child after placement, or to care for the employee’s parent’s serious medical condition. Except in specific and unique instances, all qualified leave under FMLA counts toward an employee’s leave entitlement within the district’s designated leave period.

For the purposes of OFLA, an eligible employee is generally entitled to a total of 12 weeks of qualified leave during the district’s designated leave period. Unlike FMLA, OFLA does not combine the leave

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<sup>6</sup> An eligible employee taking Military Caregiver Leave under FMLA is entitled to up to 26 weeks of leave in the 12-month period beginning with the first day of such leave and regardless of any FMLA leave taken previously during the district’s leave period. However, once the 12-month period begins for the purposes of Military Caregiver Leave under FMLA, any subsequent FMLA qualified leave, regardless of reason for such leave, will count toward the employee’s 26-week entitlement under Military Caregiver Leave under FMLA.

entitlement for spouses working for the district. However, under OFLA, family members who work for the district may be restricted from taking concurrent OFLA qualified leave.<sup>7</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 district's designated leave period.

Except as otherwise noted above, qualified leave under FMLA and OFLA for an eligible employee will run concurrently during the district's designated leave period.

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. If an employee's schedule varies from week-to-week, a weekly average of the hours worked over the 12 weeks worked prior to the beginning of the leave period shall be used for calculating the employee's normal workweek. If an employee takes intermittent or reduced work schedule leave, only the actual number of hours of leave taken may be counted toward the 12 weeks of leave to which the employee is entitled.

### **Intermittent Leave**

With the exception of parental leave which must be taken in one continuous block of time, an eligible employee is permitted under FMLA and 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 requires a modified or reduced work schedule. For OFLA this includes but 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 employee is eligible for OFLA leave, but not FMLA leave, the employer:

1. May allow an exempt employee, as defined by state and federal law, with accrued paid time off to take OFLA leave in blocks of less than a full day; but
2. May not reduce the salary of an employee who is taking intermittent leave when they do not have accrued paid leave available. To do so would result in the loss of exemption under state law.

An employee's FMLA and/or OFLA 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

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<sup>7</sup> Exceptions to the ability to require family members from taking OFLA qualified leave at different times are when 1) employee is caring for the other employee who has a serious medical condition; 2) one employee is caring for a child with a serious medical condition when the other employee is suffering a serious medical condition; 3) each family member is suffering a serious medical condition; 4) each family member wants to take Bereavement Leave under OFLA; and 5) the employer allows the family members to take concurrent leave.

during the leave period. The result of such calculation is credited against the eligible employee's leave entitlement.

Holidays or days in which the district is not in operation, are not counted against the eligible employee's intermittent OFLA leave period unless the employee was scheduled and expected to work on any such day.

### **Alternate Work Assignment**

The district may transfer an employee recovering from a serious health condition to an alternate position which accommodates the serious health condition provided:

1. The employee accepts the 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 agreement;
4. The transfer is compliant with state and federal law, including but not limited to the protections provided for in FMLA and/or OFLA; and
5. The transfer is not used to discourage the employee from taking FMLA and/or OFLA leave for a serious health condition or to create a hardship for the employee.

The district may transfer an eligible employee who is on a foreseeable intermittent FMLA and/or OFLA leave to another position with the same or different duties to accommodate the 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;
4. The transfer is compliant with state and federal law, including but not limited to the protections provided for in FMLA and/or OFLA;
5. 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
6. The transfer is not used to discourage the employee from taking intermittent or reduced work schedule 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 was working in the original position, the employee's FMLA and/or OFLA 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.

When an employee is transferred to alternate position as described above but such transfer does not result in a reduced schedule, time worked in any such alternate position shall not be considered for the purpose of FMLA and/or OFLA leave. An employee working in an alternate position retains the right to return to the employee's original position unless all FMLA and/or OFLA leave taken in that leave year plus the period of time worked in the alternate position exceeds 12 weeks.

### **Special Rules for School Employees**

For the purposes of FMLA, "school employee" means those whose principal function is to teach and instruct students in a class, a small group or an individual settlement. Athletic coaches, driving instructors and special education assistants, such as interpreters for the hearing impaired, are included in this definition. This definition does not apply to teacher assistants or aides, counselors, psychologist, curriculum specialists, cafeteria workers, maintenance workers or bus drivers.

For the purposes of OFLA, "school employee" means employees employed principally as instructors in public kindergartens, elementary schools, secondary schools or education service districts.

FMLA and/or OFLA leave that is taken for a period that ends with the school year and begins with the next semester is considered consecutive rather than intermittent. In any such situation, the eligible school employee will receive any benefits during the break period that employees would normally receive if they had been working at the end of the school year.

#### **1. Foreseeable Intermittent Leave Exceeding 20 Percent of Working Days**

When the qualified leave is foreseeable, will encompass more than 20 percent of the eligible school employee's regular work schedule during the leave period, and the purpose of such leave is to care for a family member with a serious medical condition, for a servicemember with a serious medical condition or because of the employee's own serious medical condition, the district may require the eligible school employee to:

- a. Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
- b. Temporarily transfer the eligible school employee to an alternate position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than the employee's original position.

#### **2. Limitation on Leave Near the End of the School Year**

When an eligible school employee requests leave near the end of the school year, the district may require the following:

- a. When the qualified leave begins more than five weeks before the end of the school year:
  - (1) For the purposes of FMLA leave, the eligible school employee may be required to continue taking leave until the end of the school year provided:

- (a) The leave will last at least three weeks; and
  - (b) The employee would return to work during the three-week period before the end of the term.
- (2) For the purposes of OFLA leave, if the reason for the leave is because of the eligible school employee's own serious health condition, the eligible school employee may be required to remain in leave until the end of the school year, provided:
  - (a) The leave will last at least three weeks; and
  - (b) The employee's return to work would occur within three weeks of the end of the school year.
- b. For the purposes of FMLA and/or OFLA leave, when the qualified leave begins within five weeks of the end of the school year and the purpose of such leave is parental leave, for the serious health condition of a family member or for the serious health condition of a servicemember, the eligible school employee may be required to remain on leave until the end of the school year provided:
  - (1) The leave will last more than two weeks; and
  - (2) The employee would return to work during the two-week period before the end of the school year.
- c. For the purposes of FMLA and/or OFLA leave, when the qualified leave begins within three weeks of the end of the school year and the purpose of such leave is parental leave, for the serious health condition of a family member or for the serious health condition of a servicemember, the eligible school employee may be required to remain on leave until the end of the school year provided the length of the leave will last more than five working days.

If the district requires an eligible school employee to remain on leave until the end of the school year as described above, additional leave required by the employer until the end of the school year shall not count against the eligible school employee's leave entitlement.

### **Paid/Unpaid Leave**

FMLA and OFLA do not require the district to pay an eligible employee who is on a qualified leave. Subject to any related provisions in any applicable collective bargaining agreement, the district requires the eligible employee to use any available accrued sick leave, vacation or personal leave days (or other available paid time established by Board policy(ies) and/or collective bargaining agreement) in the order specified by the district and before taking FMLA and/or OFLA leave without pay during the leave period.

The district will notify the eligible employee that the requested leave has been designated as FMLA and/or OFLA leave and, if required by the district, that available accrued paid leave shall be used during the leave period. In the event the district is aware of an OFLA or FMLA qualifying exigency, the district shall notify the eligible employee of its intent to designate the leave as such regardless of whether a request has been made by the eligible employee. Such notification will be given to the eligible employee prior to the commencement of the leave or within two working days of the employee's notice of an unanticipated or emergency leave, whichever is sooner.

When the district does not have sufficient information to make a determination of whether the leave qualifies as FMLA or OFLA leave, the district will provide the required notice promptly when the information is available but no later than two working days after the district has received the information. Oral notices will be confirmed in writing no later than the following payday. If the payday is less than one week after the oral notice is given, written notice will be provided no later than the subsequent payday.

Eligible employees who request OMFLA leave shall not be required to use any available accrued paid time off during the OMFLA leave period.

## **Benefits and Insurance**

When an eligible employee returns to work following a FMLA or OFLA 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. 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 FMLA and 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 FMLA qualified leave, the district's obligation to maintain the employee's group health insurance coverage will cease if the employee's contribution is remitted more than 30 calendar days late. The district will provide written notice that the premium payment is more than 30 calendar days late. Such notice will be provided within 15 calendar days before coverage is to cease.

For the purposes of OMFLA, the eligible employee is entitled to a continuation of benefits.

## **Fitness-for-Duty Certification**

Prior to the reinstatement of an employee following a leave which was the result of the employee's own serious health condition, the district may require the employee to obtain and present a Fitness-for-Duty Certification. The certification will specifically address the employee's ability to perform the essential functions of the employee's job as they relate to the health condition that was the reason for the leave. If the district is going to require a fitness-for-duty certification upon return to work, the district must notify the employee of such requirement when the leave is designated as FMLA and/or OFLA leave. Failure to provide the certification may result in a delay or denial of reinstatement.

For the purposes of FMLA qualified leave, any costs associated with obtaining the fitness-for-duty certification shall be borne by the employee.

For the purposes of OFLA qualified leave, any out-of-pocket costs associated with obtaining the fitness-for-duty certification shall be borne by the district.

If the leave is qualified under both FMLA and OFLA, any out-of-pocket costs associated with obtaining the fitness-for-duty certification shall be borne by the district.

### **Application**

Under federal and state law, an eligible employee requesting FMLA and/or OFLA leave shall provide at least 30 days' notice prior to the leave date if the leave is foreseeable. The notice shall be written and include the anticipated start date, duration and reasons for the requested leave. When appropriate, the eligible employee must make a reasonable effort to schedule treatment, including intermittent leave and reduced leave, so as not to unduly disrupt the operation of the district.

The district may request additional information to determine that the requested leave qualifies as FMLA and/or OFLA leave. The district may designate the employee as provisionally on FMLA and/or 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 FMLA and/or OFLA leave must follow the employer's known, reasonable and customary procedures for requesting any kind of leave.

For the purposes of FMLA, if advance notice is not possible, an employee eligible for FMLA leave must provide notice as soon as practicable. "As soon as practicable," for the purpose of FMLA leave, means the employee must comply with the employer's normal call-in procedures except in limited and under unique circumstances. Failure of an employee to provide the required notice for FMLA leave may result in the district delaying the employee's leave up to 30 days after the notice is ultimately given.

For the purposes of OFLA, an eligible employee is required to provide oral or written notice within 24 hours of commencement of the leave in unanticipated or emergency leave situations. The employee may designate a family member or friend to notify the district during that period of time. Failure of an employee to provide the required notice for leave covered by OFLA 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.

When an employee fails to give advance notice for both the FMLA and OFLA above, the district must choose the remedy that is most advantageous to the employee.

In all cases, proper documentation must be submitted no later than three working days following the employee's return to work.

### **Medical Certification**

The district shall require an eligible employee to provide medical documentation, when appropriate, to support the stated reason for such leave. The district will provide written notification to an employee of this requirement within five working days of the employee's request for leave. If the employee provides less than 30 days' notice, the employee is required to submit such medical certification no later than 15 calendar days after receipt of the district's notification that medical certification is required.

The district may request re-certification of a condition when the minimum duration of a certification expires if continued leave is requested. If the certification does not indicate a duration or indicates that it is ongoing, the district may request re-certification at least every six months in connection with an absence.

Under federal law, a second medical opinion may be required whenever the district has reason to doubt the validity of the initial medical opinion. The health care provider may be selected by the district. The provider shall not be employed by the district on a regular basis. Should the first and second medical certifications differ, a third opinion may be required. The district and the employee will mutually agree on the selection of the health care provider for a third medical certification. The third opinion will be final. Second and third opinions and the actual travel expenses for an employee to obtain such opinions will be paid for by the district.

### **Second and Third Opinions**

1. For the purposes of FMLA, the district may designate a second health care provider, but that person cannot be utilized by the district on a regular basis except in rural areas where health care is extremely limited. If the opinions of the employee's and the district's designated health care provider(s) differ, the district may require a third opinion at the district's expense. The third health care provider must be designated or approved jointly by the employee and the district. This third opinion shall be final and binding.
2. For the purposes of OFLA, and except for leave related to sick child leave under OFLA, the district may require the employee to obtain a second opinion from a health care provider designated by the district. If the first and second verifications conflict, the employer may require the two health care providers to jointly designate a third health care provider for the purpose of providing a verification. This third verification shall be final and binding.

### **Notification**

Any notice required by federal and state laws explaining employee rights and responsibilities will be posted in all staff rooms and the district office. Additional information may be obtained by contacting the superintendent.

### **Record Keeping/Posted Notice**

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.

The district will post notice of FMLA and OFLA leave requirements.

### **Federal vs. State Law**

Both federal and state law contain provisions regarding leave for family illness. Federal regulations state an employer must comply with both laws; that the federal law does not supersede any provision of state law that provides greater family leave rights than those established pursuant to federal law; and that OFLA and FMLA leave entitlements run concurrently. State law requires that FMLA and OFLA leave entitlements run concurrently when possible.

For example, due to differences in regulations, an eligible employee who takes OFLA leave after 180 days of employment, but before they are eligible for FMLA leave, is still eligible to take a full 12 workweeks of FMLA leave after meeting FMLA's eligibility requirements. Thereafter, any eligible leave period will run concurrently, when appropriate.

**TO DELETE**

## EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

### Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

### Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness\*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness\*.

**\*The FMLA definition of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

### Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

### Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing

treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

### Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

### Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

### Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

### Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

### Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.**

### For additional information:

1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627

[WWW.WAGEHOUR.DOL.GOV](http://WWW.WAGEHOUR.DOL.GOV)

U.S. Department of Labor | Wage and Hour Division