

**SEASIDE SCHOOL DISTRICT 10**  
2600 Spruce Drive, Suite 100, Seaside, Oregon 97138

**2024-2025 Board of Directors**

Board Chair: Shannon Swedenborg

Board Vice-Chair: Katherine Davidson

Board Members: Sondra Gomez, Jason Haag,  
Kevin LaCoste, Chuck Mattocks, and Brian Taylor

Superintendent: Susan Penrod

**Regular Meeting**

**Tuesday, November 18, 2025 at 6:00 PM**

**Location: Secondary School Library AND Virtual**

**2600 Spruce Drive, Suite 200**

**Seaside, OR 97138**

*Meetings may be held in-person only, virtual only, or most commonly, in-person with an option to join virtually. Please check the location above for the specifics of this meeting. Information regarding virtual meeting access is available on our website Meetings page - <https://www.seaside.k12.or.us/meetings>.*

*An opportunity for public comment is generally included in meeting agendas. When public comment is included in the agenda, those wishing to speak before the Board will have the opportunity to do so during the designated Public Comment time(s). Speakers may offer objective criticism of school operations and programs; however, the law prohibits the Board from hearing complaints regarding any personally identifiable District staff member. The Board asks anyone wishing to communicate a complaint of this nature to follow the process in Board policy [KL: Public Complaints](#).*

*Persons having requests for special needs and accommodations should contact the School District office at 2600 Spruce Drive, Suite 100, Seaside, OR 97138, 503-738-5591. Speech/hearing impaired individuals may reach the Oregon Relay Service by dialing 711. Requests should be made 48 hours in advance of the event.*

1. **CALL TO ORDER**

**Speaker(s):** Shannon Swedenborg

1.1. Acknowledgement of Board Members Present

**Speaker(s):** Shannon Swedenborg

1.2. Pledge of Allegiance

**Speaker(s):** Shannon Swedenborg

2. **AGENDA REVIEW**

**Chair Swedenborg reviewed the following items, requested for addition to the agenda:**

- **Athletics Employment - for the Consent Agenda**
- **Two Finance documents - as attachments for the Business & Fiscal Services Report**
- **Letter from the City of Seaside - in support of Action item Resolution #2: Low Income Housing Property Tax Exemption**

**Speaker(s):** Shannon Swedenborg

3. **REPORTS**

3.1. STUDENT BUSINESS

**Speaker(s):** Ella Crater

**Description:** *This standing agenda item is for monthly reports from the SSD Student Reps. to the Board and for other requests/reports from students.*

3.2. EQUITY AUDIT REPORT

**Speaker(s):** Katy Swalwell and Jenny Risner

**Description:** *This item is set aside for informational presentations that are not recurring agenda items. This may include guest speakers and highlights on schools or programs in the District.*

3.3. SUPERINTENDENT’S REPORT

**Speaker(s):** Susan Penrod

**Description:** *This standing agenda item is for the Board to receive a monthly report from the Superintendent.*

3.4. BUSINESS & FISCAL SERVICES REPORT

**Speaker(s):** Toni Vandershule

**Description:** *Description: This standing agenda item is for the Board to receive the monthly financial report from the Business Manager and other information relating to that department.*

3.4.1. Revenue & Expenditure by Function

**Attachments:**

11182025\_General Fund -Revenue &Expenditures by Function Code 9  
Attachments}}

3.4.2. Revenue & Expenditure by Object

**Attachments:**

11182025\_Special Revenue Funds -Revenue &Expenditures by Object 10  
Attachments}}

3.5. SUPERINTENDENT ADVISORY COMMITTEE REPORT - Performance Monitoring

**Speaker(s):** Kevin LaCoste and Chuck Mattocks

3.6. ADMINISTRATIVE REPORTS

**Description:** *This standing agenda item is for the Board to receive brief informal monthly reports from school and department administrators regarding general business that does not warrant a formal report.*

3.7. CANNON BEACH ACADEMY REPORT

**Speaker(s):** MaryEllen Rogozinski

**Attachments:**

Director’s Report 11\_25 11  
Attachments}}

3.8. UNION REPORTS

**Description:** *This standing agenda item is to receive regular reports from Licensed and/or Classified union representatives.*

4. **PUBLIC COMMENT**

**Description:** *The meeting will now be opened to receive public comment. We value the time and initiative members of the public take to share their thoughts with the Board. The Board’s role during public comment is not to immediately respond, but to listen. If follow up is necessary, we will direct our Superintendent to do so. Remember that we are all role models for our students, please share your thoughts respectfully. Should any public comment include complaints regarding a personally identifiable staff member, the Board Chair will direct the speaker to the proper administrative process found in Board policy KL: Public Complaints. Speakers will have three minutes to express their thoughts.*

5. **CONSENT AGENDA - Action**

**Speaker(s):** Shannon Swedenborg

**Description:** *To make more efficient use of meeting time, items that are routine in nature are placed on the Consent Agenda when no debate is anticipated. If discussion is desired, any item placed on the Consent Agenda may be removed to Action items, at the request of any board member, before a vote is taken. All remaining items of the Consent Agenda are then disposed of in a single motion.*

5.1. Approve Minutes of the October 21, 2025 Regular Meeting of the Board

**Attachments:**

Seaside SD 10-21-2025 SB Meeting Minutes 13  
 Attachments}}

5.2. Approve Seaside Middle School Coaching Recommendations:

- Rafael Sibony - MS Boys Basketball - Head Coach
- Ricardo Corona - MS Boys Basketball - Head Coach
- Hailey Smith - MS Girls Wrestling - Volunteer Coach

**Attachments:**

SMS Athletic Recommendations 10-23-2025 23  
 Attachments}}

5.3. Approve Athletic Department Recommendations —

- Seaside High School:
  - Gavin Rich - HS Boys Basketball - Assistant Coach
  - Johnathon Kenenounis - HS Wrestling - Volunteer Coach
  - Daniel Brough - HS Wrestling - Volunteer Coach
  - James Nagel - HS Strength & Conditioning Coach (Winter & Spring)
- Seaside Middle School:
  - Ashley Flukinger - MS Boys Basketball - Assistant Coach
  - Gavin Meyer - MS Boys Wrestling - transfer from Asst Coach, to Head Coach
  - Chris Avery - MS Boys Wrestling - Assistant Coach
- Extra Duty:
  - Jack Bello
  - Sam Hughes

**Attachments:**

Athletic Recommendation\_Nagel\_11-14-2025 25  
 Athletic Dept Recommendations 11-3-2025 24  
 Attachments}}

5.4. POLICY - Second Reading and Adoption

**Description:** These policy actions were recommended by the Oregon School Board Association (OSBA) as part of their Policy Plus service, typically as a result of new legislation or to revise outdated language. They were brought to the Board in October for First Reading and are now presented for a Second Reading and action.

5.4.1. BHD - Board Member Stipends and Reimbursement

**Description:** Recommended for Revision

**Attachments:**

BHD - Board Member Stipends and Reimbursement 26  
 Attachments}}

5.4.2. EHB - Cybersecurity

**Description:** Recommend for Adoption 3

<b>Attachments:</b>	
EHB - Cybersecurity Attachments}}	28
5.4.3. GBNAA/JHFF - Suspected Sexual Conduct with Students and Reporting Requirements	
<b>Description:</b> Recommend for Revision	
<b>Attachments:</b>	
GBNAAJHFF - Suspected Sexual Conduct with Students and Reporting Requirements Attachments}}	29
5.4.4. GCAA - Standards for Competent and Ethical Performance of Oregon Educators	
<b>Description:</b> Recommend for Revision	
<b>Attachments:</b>	
GCAA - Standards for Competent and Ethical Performance of Oregon Educators Attachments}}	32
5.4.5. IF - District Curriculum	
<b>Description:</b> Recommend for Revision	
<b>Attachments:</b>	
IF - District Curriculum Attachments}}	38
5.4.6. JHFF/GBNAA - Suspected Sexual Conduct with Students and Reporting Requirements	
<b>Description:</b> Recommend to Revise	
<b>Attachments:</b>	
JHFFGBNAA - Suspected Sexual Conduct with Students and Reporting Requirements Attachments}}	39
5.4.7. JHCA - Immunization, School Sports Participation, Concussions and Other Brain Injuries	
<b>Description:</b> Recommend to Adopt	
<b>Attachments:</b>	
JHCA - Immunization, School Sports Participation, Concussions and Other Brain Injuries Attachments}}	42
5.4.8. JHCA/JHCB - Immunization, Physical Examination, Vision Screening/Eye Examination and Dental Screening	
<b>Description:</b> Recommend to Delete	
<b>Attachments:</b>	
JHCAJHCB - Immunization, Physical Examination, Vision ScreeningEye Examination and Dental Screening Attachments}}	45
5.4.9. JGE - Expulsion	
<b>Description:</b> Recommend to Revise	
<b>Attachments:</b>	
JGE - Expulsion Attachments}}	48
5.4.10. JECEB - Personal Electronic Devices	
<b>Description:</b> Recommend to Re-Adopt (new)	
<b>Attachments:</b>	
JECEB - Personal Electronic Devices Attachments}}	52

5.4.11.	JFCEB - Personal Electronic Devices and Social Media	
	<b>Description:</b> Recommend to Delete (old)	
	<b>Attachments:</b>	
	JFCEB - Personal Electronic Devices and Social Media	55
	Attachments}}	
5.4.12.	IIA - Instructional Materials	
	<b>Description:</b> Recommend for Revision	
	<b>Attachments:</b>	
	IIA - Instructional Materials	57
	Attachments}}	
5.4.13.	IGBHD - Program Exemptions	
	<b>Description:</b> Recommend for Revision	
	<b>Attachments:</b>	
	IGBHD - Program Exemptions	62
	Attachments}}	
5.5.	Approve Hailee Wawro as High School Girls Basketball Assistant Coach (addition)	
	<b>Attachments:</b>	
	HS Girls Basketball Asst Coach - Hailee Wawro	63
	Attachments}}	
6.	<b><u>ACTION ITEMS</u></b>	
6.1.	Resolution #2 - Low Income Housing Property Tax Exemption	
	<b>Speaker(s):</b> Susan Penrod, Stef Kondor, and City of Seaside Staff	
	<b>Attachments:</b>	
	Background - Property Tax Exemption, 4903-6034-7770 v.1	66
	11182025_Property Tax Exemption Request for Pacifica_City of Seaside	67
	Seaside School District - Resolution #2 for Property Tax Exemption, 4938-5319-6153	64
	v.2	
	Attachments}}	
6.2.	ODE Student Success Act (SSA) - Student Investment Account (SIA)	
	<b>Speaker(s):</b> Susan Penrod	
6.2.1.	SSA-SIA Public Comment	
	<b>Speaker(s):</b> Shannon Swedenborg	
	<b>Description:</b> <i>The meeting will now be opened to receive public comment specific to the Student Success Act-Student Investment Account Grant. Again, we thank you for sharing your thoughts with the Board and for acting as role models for our students. The Board's role during public comment is not to immediately respond, but to listen. If follow up is necessary, we will direct our Superintendent to do so. Speakers will have three minutes to express their thoughts.</i>	
6.2.2.	ODE Student Success Act (SSA) - Student Investment Account (SIA) Grant Agreement	
	<b>Attachments:</b>	
	SSA-SIA Grant Agreement, Executed 11_18_2025	69
	Attachments}}	
6.3.	OSBA Board of Directors/Position 14/Greg Kintz	
	<b>Speaker(s):</b> Shannon Swedenborg	
	<b>Attachments:</b>	
	BoardPosition14KintzQR	97
	Attachments}}	
6.4.	OSBA Legislative Policy Committee/Position 14/Sondra Gomez	

	<b>Speaker(s):</b> Shannon Swedenborg	
	<b>Attachments:</b> LPCPosition14GomezQR Attachments}}	100
6.5.	Review of Budget Committee Applicants and Establish Process for Appointing New Members <b>Speaker(s):</b> Susan Penrod <b>Description:</b> The Board will review Budget Committee applications and establish a method for deciding who to appoint, in preparation to take action to appoint two committee members at their December meeting. <b>Attachments:</b> BUDGET COMMITTEE 2025 (Responses) For Board Attachments}}	102
6.6.	Approve gift from Rack Room Shoes (\$5119.45) <b>Speaker(s):</b> Susan Penrod <b>Attachments:</b> Gift Approval - Rack Room Shoes Attachments}}	104
7.	<b><u>BOARD REFLECTIONS/ANNOUNCEMENTS</u></b> <b>Description:</b> <i>This standing agenda item allows the Board to reflect upon statements made during public comment or topics covered and to share announcements or reports of their board-related activities.</i>	
7.1.	Good to Great Book Discussion - Chapter 2 <b>Speaker(s):</b> Katherine Davidson	
7.2.	OSBA Convention Reflections	
8.	<b><u>INFORMATION ONLY</u></b>	
8.1.	POLICY - AR Updates	
8.1.1.	EHB-AR - Cybersecurity <b>Description:</b> Recommend for Adoption <b>Attachments:</b> EHB-AR - Cybersecurity Attachments}}	105
8.1.2.	IGBAB/JO-AR - Education Records/Records of Students with Disabilities Management <b>Description:</b> Recommend for Revision <b>Attachments:</b> IGBABJO-AR - Education RecordsRecords of Students with Disabilities Management Attachments}}	109
8.1.3.	IIA-AR(1) - Instructional Materials <b>Description:</b> Recommend for Revision <b>Attachments:</b> IIA-AR(1) - Instructional Materials Attachments}}	119
8.1.4.	IIA-AR(2) - Reconsideration of Core Instructional Materials <b>Description:</b> Recommend for Revision <b>Attachments:</b> IIA-AR(2) - Reconsideration of Core Instructional Materials Attachments}}	122
8.1.5.	IIA-AR(3) - Reconsideration of Supplemental Instructional Materials <b>Description:</b> Recommend for Revision	6

	<b>Attachments:</b>	
	IIA-AR(3) - Reconsideration of Supplemental Instructional Materials Attachments}}	127
8.1.6.	IIA-AR(4) - Reconsideration of Library Materials in a School or Classroom Library <b>Description:</b> Recommend for Revision <b>Attachments:</b>	
	IIA-AR(4) - Reconsideration of Library Materials in a School or Classroom Library Attachments}}	131
8.1.7.	IIA-AR(5) - Request for Reconsideration of Instructional or Library Materials Form <b>Description:</b> Recommend for Revision <b>Attachments:</b>	
	IIA-AR(5) - Request for Reconsideration of Instructional or Library Materials Form Attachments}}	136
8.1.8.	JFCEB-AR - Request for Personal Electronic Devices Exception <b>Description:</b> Recommend to Adopt <b>Attachments:</b>	
	JFCEB-AR - Request for Personal Electronic Devices Exception Attachments}}	138
8.1.9.	JO/IGBAB-AR - Education Records/Records of Students with Disabilities Management <b>Description:</b> Recommend to Revise <b>Attachments:</b>	
	JOIGBAB-AR - Education RecordsRecords of Students with Disabilities Management Attachments}}	140
8.1.10.	EEACC-AR - Discipline Procedures for District-Approved Student Transportation <b>Description:</b> Recommend for Revision <b>Attachments:</b>	
	EEACC R D1 Revise Attachments}}	150
9.	<b>Recess Regular Session</b>	
10.	<b>EXECUTIVE SESSION</b>	
	<b>Description:</b> Per ORS 192.660(2)(a) - To consider the employment of a public officer, employee, staff member or individual agent.	
10.1.	Licensed Employment Matter <b>Description:</b> Per ORS 192.660(2)(a) - To consider the employment of a public officer, employee, staff member or individual agent.	
10.2.	OSEA Negotiations Update <b>Description:</b> Per ORS 192.660(2)(d) - To conduct deliberations with persons designated to carry on labor negotiations.	
10.3.	Superintendent Evaluation - Goals Check-in <b>Description:</b> Per ORS 192.660(2)(i) - To review and evaluate the performance of the superintendent or any other public officer, employee or staff member, unless that person requests an open hearing.	
11.	<b>Return to Regular Session</b>	
12.	<b>ADDITIONAL ACTION ITEM(S)</b>	
	<b>Description:</b> This item is held for any action(s) to be taken as a result of the Executive Session.	

13. **ADJOURN**

**Seaside School District  
Financial Report  
2025-2026**

For Period Ending October, 2025

**General Fund - Revenue & Expenditures by Function Code**

	Budget	Actual	Encumbrances	% Remaining	Variance
<b>Revenue:</b>					
Local Revenue	\$ 22,598,580	\$ 2,840,335	\$ -	87.43%	\$ (19,758,245)
Intermediate Revenue	1,700,000	-	-	100.00%	(1,700,000)
State Revenue	450,000	-	-	100.00%	(450,000)
Federal Revenue	48,000	-	-	0.00%	(48,000)
Transfers	-	9,999	-	0.00%	9,999
Beginning Fund Balance *	8,396,763	-	-	100.00%	(8,396,763)
<b>Total Revenues</b>	<b>\$ 33,193,343</b>	<b>\$ 2,850,334</b>	<b>\$ -</b>	<b>91.41%</b>	<b>\$ (30,343,009)</b>
<b>Expenditures:</b>					
1000- Instruction	\$ 15,989,324	\$ 2,554,857	\$ 11,754,978	10.50%	\$ 1,679,489
2000- Support Services	10,292,719	3,521,202	5,634,934	11.04%	1,136,583
5200- Transfers	811,300	-	-	100.00%	811,300
6100- Operating Contingency	6,100,000	-	-	100.00%	6,100,000
<b>Total Expenditures</b>	<b>\$ 33,193,343</b>	<b>\$ 6,076,059</b>	<b>\$ 17,389,912</b>	<b>29.31%</b>	<b>\$ 9,727,372</b>

\*Pending audit completion

For Period Ending October, 2025

**Special Revenue Funds - Revenue & Expenditures by Function Code**

	Budget	Actual	Encumbrances	% Remaining	Variance
<b>Revenue:</b>					
Local Revenue	\$ 1,268,666	\$ 210,373	\$ -	83.42%	\$ (1,058,293)
State Revenue	3,224,199	32,305	-	99.00%	(3,191,894)
Federal Revenue	1,785,752	-	-	100.00%	(1,785,752)
Interfund Transfers	195,000	-	-	100.00%	(195,000)
Sale of Fixed Assets	-	-	-	0.00%	-
Beginning Fund Balance *	708,808	-	-	100.00%	(708,808)
<b>Total Revenues</b>	<b>\$ 7,182,425</b>	<b>\$ 242,678</b>	<b>\$ -</b>	<b>96.62%</b>	<b>\$ (6,939,747)</b>
<b>Expenditures:</b>					
1000- Instruction	\$ 4,008,854	\$ 587,205	\$ 2,286,957	28.30%	\$ 1,134,692
2000- Support Services	1,695,255	343,309	769,601	34.35%	582,345
3000- Community Services	1,420,900	222,229	762,855	30.67%	435,816
4000- Facilities Acquisition & Const	-	-	-	0.00%	-
5100- Debt Services	28,710	6,885	18,360	0.00%	3,465
7000- Reserved for Next Yr	28,706	-	-	0.00%	28,706
<b>Total Expenditures</b>	<b>\$ 7,182,425</b>	<b>\$ 1,159,628</b>	<b>\$ 3,837,773</b>	<b>30.42%</b>	<b>\$ 2,185,024</b>

\*Pending audit completion

Seaside School District  
Financial Report  
2025-2026

For Period Ending October, 2025

**General Fund - Revenue & Expenditures by Object Code**

	Budget	Actual	Encumbrances	Variance
<b>Revenue:</b>				
1111 Current Taxes	\$ 19,241,100	\$ 2,258,213	\$ -	\$ (16,982,887)
1112 Prior Taxes	574,780	160,861	-	(413,919)
1114 PILOT (Payment In Lieu Of Taxes)	20,000	10,183	-	(9,817)
1121 Current Local Taxes	2,100,000	258,214	-	(1,841,786)
1122 Prior Local Taxes	57,000	17,642	-	(39,358)
1190 Interest on Taxes	-	-	-	-
1411 Transportation Fees/Other	-	-	-	-
1510 Interest	450,000	64,094	-	(385,906)
1740 Student Fees	5,700	-	-	(5,700)
1910 Rentals	20,000	14,364	-	(5,636)
1920 Contributions & Donations	-	-	-	-
1940 Services Provided To Others	-	-	-	-
1960 Recovery of Expenditures	-	-	-	-
1990 Miscellaneous Revenue	130,000	56,764	-	(73,236)
1991 E-Rate Reimbursement	-	-	-	-
<b>Total Local Revenue</b>	<b>22,598,580</b>	<b>2,840,335</b>	<b>-</b>	<b>(19,758,245)</b>
2101 County School Fund	1,600,000	-	-	(1,600,000)
2102 General Education Service District	100,000	-	-	(100,000)
2199 Other Intermediate Sources	-	-	-	-
<b>Total Intermediate Revenue</b>	<b>1,700,000</b>	<b>-</b>	<b>-</b>	<b>(1,700,000)</b>
3101 State School Fund Grant	-	-	-	-
3103 Common School Fund	200,000	-	-	(200,000)
3104 State Timber Revenue	250,000	-	-	(250,000)
3199 Unrestricted Revenue	-	-	-	-
3204 Driver Education	-	-	-	-
3299 Other Restricted Grants in Aid	-	-	-	-
<b>Total State Revenue</b>	<b>450,000</b>	<b>-</b>	<b>-</b>	<b>(450,000)</b>
4300/4500 Federal Revenue	48,000	-	-	(48,000)
4801 Federal Forest Fees	-	-	-	-
<b>Total Federal Revenue</b>	<b>48,000</b>	<b>-</b>	<b>-</b>	<b>(48,000)</b>
5200 Interfund	-	-	-	-
5300 Other Sources	-	9,999	-	9,999
5400 Beginning Fund Balance *	8,396,763	-	-	(8,396,763)
<b>Total Other Sources</b>	<b>8,396,763</b>	<b>9,999</b>	<b>-</b>	<b>(8,386,764)</b>
<b>Total Revenues</b>	<b>\$ 33,193,343</b>	<b>\$ 2,850,334</b>	<b>\$ -</b>	<b>\$ (30,343,009)</b>

<b>Expenditures:</b>				
100 - Salaries	\$ 13,776,748	\$ 2,850,516	\$ 10,206,118	\$ 720,114
200 - Benefits	8,273,999	1,599,230	5,879,824	794,945
300 - Purchased Services	1,951,753	385,100	933,934	632,719
400 - Supplies & Materials	1,672,050	460,486	350,673	860,891
500 - Capital Outlay	100,000	243,590	17,864	(161,454)
600 - Other Objects	507,493	537,137	1,499	(31,143)
700 - Transfers	811,300	-	-	811,300
800 - Operating Contingency	6,100,000	-	-	6,100,000
800 - Unappropriated EFB	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 33,193,343</b>	<b>\$ 6,076,059</b>	<b>\$ 17,389,912</b>	<b>\$ 9,727,372</b>

\*Pending audit completion

For Period Ending October, 2025

**Special Revenue Funds - Revenue & Expenditures by Object Code**

	Budget	Actual	Encumbrances	Variance
<b>Revenue:</b>				
Local Revenue	\$ 1,234,634	\$ 202,348	\$ -	\$ (1,032,286)
Intermediate Revenue	34,032	8,025	-	(26,007)
State Revenue	3,224,199	32,305	-	(3,191,894)
Federal Revenue	1,785,752	-	-	(1,785,752)
Interfund Transfers	195,000	-	-	(195,000)
Sale of Fixed Assets	-	-	\$ -	-
Beginning Fund Balance *	708,808	-	-	(708,808)
<b>Total Revenues</b>	<b>\$ 7,182,425</b>	<b>\$ 242,678</b>	<b>\$ -</b>	<b>\$ (6,939,747)</b>

<b>Expenditures:</b>				
100 - Salaries	\$ 2,688,956	\$ 595,299	\$ 2,281,743	\$ (188,086)
200 - Benefits	1,441,427	293,810	1,239,868	(92,251)
300 - Purchased Services	592,242	203,789	62,355	326,098
400 - Supplies & Materials	2,400,383	58,836	160,806	2,180,741
500 & 600 - Capital & Other Objects	30,711	7,894	93,001	(70,184)
700 - Transits	-	-	-	-
800 - Reserved for Next Yr	28,706	-	-	28,706
<b>Total Expenditures</b>	<b>\$ 7,182,425</b>	<b>\$ 1,159,628</b>	<b>\$ 3,837,773</b>	<b>\$ 2,185,024</b>

\*Pending audit completion



# Director's Report

## MaryEllen Rogozinski

### November 2025

Enrollment: 34 Students, 14 - K/1/2 & 20 - 3/4/5

### Trunk or Treat

Our PTO threw another incredible Truck or Treat for our students on Friday, October 31st. We had 13 families decorate trunks and tables for this fun, annual event.



### Fire Department Visit

The Cannon Beach Fire Department visited CBA on October 30th. Our students had the opportunity to learn about fire safety, ask questions, and tour the fire truck.



## After School Clubs

All of our after school clubs are run by volunteers and serve between 16-25 students. We also have 6 students from Ecola Bible College that assist with these activities.

### Monday - Eco Kids Club



### Tuesday - Running Club



### Wednesday - Chess Club



### Thursday - Art Club



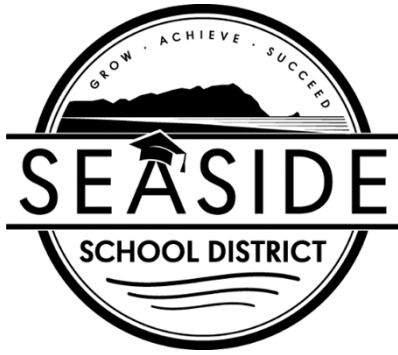
## Upcoming Events

November 21 - Last Day of Term 1

November 24 - Grading Day/No School

November 25-28 - Thanksgiving Break

December 6 - Lamplighting Ceremony/CBA Kids Choir



**SEASIDE SCHOOL DISTRICT 10**  
2600 Spruce Drive, Suite 100, Seaside, Oregon 97138

## MINUTES

Regular Meeting  
Tuesday, October 21, 2025, 6:00 PM

Secondary School Library AND Virtual  
2600 Spruce Drive, Suite 200  
Seaside, OR 97138

Katherine Davidson: Present  
Sondra Gomez: Present  
Jason Haag: Present  
Kevin LaCoste: Present  
Chuck Mattocks: Present  
Shannon Swedenborg: Present  
Brian Taylor: Present

### 1. **CALL TO ORDER**

**Discussion:** The meeting was called to order at 6:00 pm.

1.1. Acknowledgement of Board Members Present

**Discussion:** All Board Members were present.

1.2. Pledge of Allegiance

### 2. **AGENDA REVIEW**

**Action(s):** I move to approve the agenda with the requested addition to the Consent Agenda. This motion, made by Shannon Swedenborg and seconded by Brian Taylor, Carried.

**Voting Detail:** Katherine Davidson: Yea, Sondra Gomez: Yea, Jason Haag: Yea, Kevin LaCoste: Yea, Chuck Mattocks: Yea, Shannon Swedenborg: Yea, Brian Taylor: Yea

**Voting Summary:** Yea: 7, Nay: 0

**Discussion:** Superintendent Penrod requested the addition of one high school coaching item for the Consent Agenda.

2.1. Request for Addition to the Consent Agenda:

- Approve Zac Sweet as a high school Robotics Volunteer Coach

**Attachments:**

Robotics\_Sweet\_Volunteer Coach

### 3. **REPORTS**

3.1. STUDENT BUSINESS

**Description:** *This standing agenda item is for monthly reports from the SSD Student Reps. to the Board and for other requests/reports from students.*

**Discussion:**

Ella Crater was not in attendance to give a report, but provided a written report for the Board.

**Attachments:**

Student Business Oct 2025

### 3.2. BUSINESS & FISCAL SERVICES REPORT

**Speaker(s):** Toni Vandershule

**Description:** *Description: This standing agenda item is for the Board to receive the monthly financial report from the Business Manager and other information relating to that department.*

**Discussion:**

Business Manager Toni Vandershule reported that a new Payroll Specialist, Debra Hoyt, has been hired. The county tax assessor has published tax data for 25-26, which is in line with expectations.

Member Kevin LaCoste would like to get a better idea of where we are because last year we were off. He said he would like to know when projections are off for both revenue and expenditures. Member Jason Haag asked what milestones are reviewed, asking if it is done quarterly or some other way. Vandershule explained that in July and August there isn't much movement, and explained that November will be important when we expect to see a large amount [tax revenue]. Member Sondra Gomez asks about eliminating the line-by-line expenditures report that the Board used to see each month. Penrod confirmed that the Board agreed to eliminate the 'check listing' report a couple of years ago. Gomez expressed that it would be nice to see what areas money is falling into. Penrod recommended that the advisory committee that Jason and Kat are on [Strategic & Operational Planning] review the finance reports and make a recommendation. LaCoste asked to know about Timber revenues. Vandershule indicated that she does not have an update but she is not expecting a lot and should know more in a couple of months.

#### 3.2.1. Revenue & Expenditure by Function

**Attachments:**

Board Report By Function Sept 2025 1

#### 3.2.2. Revenue & Expenditure by Object

**Attachments:**

Board Report By Object Sept 2025 2

### 3.3. SUPERINTENDENT'S REPORT

**Speaker(s):** Susan Penrod

**Description:** *This standing agenda item is for the Board to receive a monthly report from the Superintendent.*

**Discussion:**

Superintendent Penrod shared a presentation.

**Attachments:**

October 21, 2025 Supt Report

### 3.4. ENROLLMENT REPORT

**Speaker(s):** Susan Penrod

**Discussion:**

Superintendent Penrod reported that every October 1 is the official enrollment report. She noted that numbers are stable. She explained that preschool is included, but are not reported to ODE. Penrod shared

a chart to look at the last seven years, noting that we started our preschool in 2021-2022, and noting that we have not gotten back up to our pre-Covid enrollment numbers. She noted that although we have lost students, because we are not in the State School Fund, it does not affect our funding. There was discussion about how our enrollment has historically been pretty stable, the education options that are now available to families (like virtual schools), and taking a closer look at birth rates and other data as they relate to enrollment trends.

**Attachments:**

Enrollment Report Oct 2025

3.5. SUPERINTENDENT ADVISORY COMMITTEE REPORT - Community Stakeholder Relations

**Speaker(s):** Sondra Gomez/Brian Taylor

**Discussion:**

Sondra Gomez and Brian Taylor are on the Community Stakeholder Relations advisory committee. Gomez reported that the committee has been discussing getting out and building our relationship with the community, as well as supporting the Seaside Education Foundation as advisors. Gomez said she can't say enough good things about the experience, skills, and leadership that the Education Foundation members bring to the table. Taylor added that the committee is working towards a community engagement event to invite community members up to school, probably in the spring, noting that this is one of the School Board's goals this year.

3.6. DIVISION 22 STANDARDS REPORT

**Speaker(s):** Susan Penrod

**Discussion:**

Superintendent Penrod reported that ODE requires a Division 22 Standards report be given to the Board annually, and that documents be posted to our website. She shared a presentation and noted that the District is in compliance with all standards. Looking ahead to next year, Penrod noted that we have established an Equity Advisory Committee and are on track with implementing other new requirements.

**Attachments:**

2024-2025 Division 22 Standards Report

2024-2025 Division 22 Standards Report Presentation

3.7. ACADEMIC PROGRESS REPORT - PACIFIC RIDGE ELEMENTARY

**Speaker(s):** Juli Wozniak

**Discussion:**

Principal Juli Wozniak, along with Assistant Principals Elli Irish-Jones and Desiree Graetz shared an Academic Progress Report presentation. Wozniak noted that the District Strategic Plan (SP) is the guide used for targets. She reviewed school demographics, and noted that the focus in this presentation will be on third grade data. Wozniak noted the importance of effective teachers, and spoke about Marzano professional development for teachers and educational assistants. She continued, sharing STAR reading data and talking about the supports used to improve literacy. There was some discussion about the importance of staff development and the Marzano program. Wozniak shared that for English Language Arts, at the State level 41% of students meet or exceed, and at Pacific Ridge last year 51% meet or exceed!

Graetz continued, noting that this is the second year we are using iReady math curriculum. Graetz noted that we are at or above our targets for math. Wozniak commented that there is room for growth, and it is expected to see continued improvement with the recent implementation of the new curriculum. There was discussion about how math changes so much at each grade level, about strategies for math instruction, and math discourse.

Irish-Jones reported on the strategic goal around social emotional skills, including the use of Social Emotional Learning (SEL) and Positive Behavior Intervention System (PBIS). Irish-Jones reviewed data from a student survey. Haag asked to know more about 'self-efficacy'. Graetz noted that self-efficacy would refer to knowing when to say I need help, or I'm having a problem.

Wozniak spoke about attendance interventions and strategies for improving attendance. She spoke about incorporating routines for teachers to notice when students are not there and welcoming them when they return. She also spoke about strategies for celebrating positive attendance. Graetz elaborated on making the school a safe place where students want to be. Penrod commented on trust building with students and families and how that will affect finding out some of the reasons for absences that we may otherwise not know. Graetz continued, reviewing SEL programs, as well as PBIS interventions and celebrations.

**Attachments:**

2025-26 PRES Academic School Board Report

### 3.8. ADMINISTRATIVE REPORTS

**Description:** *This standing agenda item is for the Board to receive brief informal monthly reports from school and department administrators regarding general business that does not warrant a formal report.*

**Discussion:**

Juli Wozniak reported on parent-teacher conferences, an upcoming Tillamook field trip, Assistance League measuring for clothing kids and an upcoming visit from the vision van.

Jason Boyd reported on vision screenings, high school attendance and interventions, and he thanked the Dairy Queen for providing up to five \$100 gift certificates for students who have 100% attendance. He also reported on senior research papers, homecoming, the Oregon Association of Student Councils Convention, Nov. 13 choir concert, the fall play, and athletics.

Karolina Gage reported on Christian Paige known as a motivational speaker and Emmy-nominated poet who visited for a successful assembly. She also reported that next month Youth Arrow will conduct an assembly, working with Claudia Mendez on Latino Parent Night, athletics, and Spirit week coming next week.

### 3.9. CANNON BEACH ACADEMY REPORT

**Speaker(s):** MaryEllen Rogozinski

**Discussion:**

MaryEllen Rodozinski reported that CBA has 6 staff this year and 34 total students. She shared some school demographic information reported on after-school clubs and a new school garden (she passed around photos of the garden).

**Attachments:**

2024-25 Cannon Beach Academy Annual Report

### 3.10. UNION REPORTS

**Description:** *This standing agenda item is to receive regular reports from Licensed and/or Classified union representatives.*

**Discussion:**

OEA Chair Brett Duer reported that parent teacher conferences were good. He spoke about added stress this year with Federal budget cuts and said teachers always appreciate communication when the District gets information. Duer spoke about the progression of SEA leadership and encouraging teachers to talk to leadership. He encouraged continued open communications between the SEA, leadership and the Board.

OSEA Chair Meghan McKeowen shared that she hopes, with a new payroll person being hired, that

things will simmer down and pay and leave issues will be resolved. Member Haag asked for more information and McKeown explained that there have been problems with incorrect pay and leave balances not available when staff want to enter sick leave. Penrod clarified that leave has been corrected. McKeown said that she spoke to a staff member today who still didn't have leave. Vandershule asked for a list of staff that need to have leaves adjusted and McKeown said she would get that information. McKeown noted that the OSEA bargaining team met today with Susan and Brian and hopefully will conclude negotiations soon. She also said she would like to point one thing out, noting that in the PRE report it was stated that ALL personal are important, not just the teachers, don't forget about us [classified staff].

#### 4. **PUBLIC COMMENT**

**Description:** *The meeting will now be opened to receive public comment. We value the time and initiative members of the public take to share their thoughts with the Board. The Board's role during public comment is not to immediately respond, but to listen. If follow up is necessary, we will direct our Superintendent to do so. Remember that we are all role models for our students, please share your thoughts respectfully. Should any public comment include complaints regarding a personally identifiable staff member, the Board Chair will direct the speaker to the proper administrative process found in Board policy KL: Public Complaints. Speakers will have three minutes to express their thoughts.*

**Discussion:**

Sarah Walker, State President of OSEA, shared that the district has a magnificent group of educated professionals here. She asked the Board to consider, when asking the community to pass a levy, how much is that when you get a ninety cent raise? She said that seventy-five percent of classified staff live in the school district and the Board is essentially asking the community to tax themselves, and you aren't paying them enough. Walker said she has been working on Work Shouldn't Hurt since 2011, saying it is important and is not a pebble that should be bargained away.

Trissa Como shared that it is breaking her heart to see what is going on with classified staff and the negotiation situation. She encouraged Board members to talk to parents, saying that her son has not always felt welcomed at school. She spoke about every child deserving to feel welcomed at school, and shared her appreciation and support for staff.

#### 5. **CONSENT AGENDA - Action**

**Description:** *To make more efficient use of meeting time, items that are routine in nature are placed on the Consent Agenda when no debate is anticipated. If discussion is desired, any item placed on the Consent Agenda may be removed to Action items, at the request of any board member, before a vote is taken. All remaining items of the Consent Agenda are then disposed of in a single motion.*

**Action(s):** I move to approve the Consent Agenda as shown (with approved addition). This motion, made by Brian Taylor and seconded by Chuck Mattocks, Carried.

**Voting Detail:** Katherine Davidson: Yea, Sondra Gomez: Yea, Jason Haag: Yea, Kevin LaCoste: Yea, Chuck Mattocks: Yea, Shannon Swedenborg: Yea, Brian Taylor: Yea

**Voting Summary:** Yea: 7, Nay: 0

##### 5.1. Approve the Minutes of the September 16, 2025 Regular Meeting of the School Board

**Attachments:**

Seaside SD 09-16-2025 SB Meeting Minutes

##### 5.2. Approve Continuation of Swim Co-Op with Warrenton High School

**Attachments:**

Swim Co-Op Warrenton

##### 5.3. Approve New Job Description - Speech Language Pathologist

**Attachments:**

Speech Language Pathology Job Description

5.4. Approve Coaching Employment

- Briley Reeves - High School Baseball - Head Coach
- Gavin Meyer - Middle School Girls Wrestling - Head Coach
- Lynn Addis - Middle School Girls Wrestling - Assistant Coach

**Attachments:**

Coaching Recommendation Oct 3, 2025

5.5. Approve High School Boys Soccer Volunteer Coach - Henry Chapman

**Attachments:**

HS Boys Soccer Volunteer Coach - Henry Chapman

6. **ACTION ITEMS**

6.1. Resolution #1 - Local Option Levy

**Speaker(s):** Susan Penrod

**Action(s):** I move to approve Resolution #1, authorizing an election measure for a five-year local option tax for general operations. This motion, made by Katherine Davidson and seconded by Brian Taylor, Carried.

**Voting Detail:** Katherine Davidson: Yea, Sondra Gomez: Yea, Jason Haag: Yea, Kevin LaCoste: Yea, Chuck Mattocks: Yea, Shannon Swedenborg: Yea, Brian Taylor: Yea

**Voting Summary:** Yea: 7, Nay: 0

**Discussion:**

Superintendent Penrod reported that our local option levy funds daily operations, needs to be renewed every five years and, with Board approval, will be on the ballot in May. It is important for the community to know that this is a renewal, not an increase and this should be clearly communicated. Penrod noted that this will be for a little over eleven million dollars over five years and will be used for staffing. Gomez asked how significant this is to our budget. Penrod said it funds the equivalent of approximately 14 teaching positions. It was noted that the district is fortunate; the community has always been very supportive and has always approved levy renewals.

**Attachments:**

Resolution #1 for Local Option Levy 2026.docx

6.2. Budget Committee - Removal of Inactive Member Kimberly Seaberg

**Speaker(s):** Susan Penrod

**Action(s):** I move to remove Kimberly Seaberg from the Budget Committee due to inactivity. This motion, made by Brian Taylor and seconded by Sondra Gomez, Carried.

**Voting Detail:** Katherine Davidson: Yea, Sondra Gomez: Yea, Jason Haag: Yea, Kevin LaCoste: Yea, Chuck Mattocks: Yea, Shannon Swedenborg: Yea, Brian Taylor: Yea

**Voting Summary:** Yea: 7, Nay: 0

**Discussion:**

Superintendent Penrod reported that there was a Budget Committee member appointed last year who did not attend any meetings. Her removal for inactivity is being requested so that the Board can appoint a new member.

7. **BOARD REFLECTIONS/ANNOUNCEMENTS**

**Description:** *This standing agenda item allows the Board to reflect upon statements made during public comment or topics covered and to share announcements or reports of their board-related activities.*

**Discussion:**

Chair Swedenborg began by asking if everyone wants to continue reading the book. There were mixed feelings about the book, but the consensus was to keep reading.

The greeter for November will be Jason Haag.

LaCoste commented to Trissa Como, regarding her public comment, that we are on the same page and doing the best we can with the resources we have. Gomez added that some of us are previous classified staff and educators and we know that all of our staff are valuable and important to the success of our students.

Haag reported that the Strategic and Operational Planning advisory committee met today and talked about a performing arts center. He indicated that he would like to see the Board work on a 10-year capitol improvement plan and shared that the committee has asked Susan to put together a list of the needs for the next ten years. He said the committee would like the Board to have a work session, before the holidays, to work on this. Penrod noted that we have limited space on this land, and it will be good to start conversations about how to prioritize land use.

Chuck Mattocks noted that Suzanna Kruger won an award [Outstanding Teacher of the Year/Oregon Science Teachers Association] and wanted to recognize her. Congratulations Suzanna!

7.1. Book Study Discussion

**Speaker(s):** Shannon Swedenborg

**Attachments:**

School Board Book Study, 2025-2026

8. **INFORMATION ONLY**

8.1. EMPLOYMENT ACTIONS:

District Office Employment

- Debra Sinclair/Payroll Specialist

8.2. Classified Employment

- Jamie Dunn - Assistant Cook
- Kayla Sanchez - Elementary EA/SPED
- Korbin Mathison - Substitute Custodian
- Susan Lemas - Substitute Assistant Cook

8.3. Classified Resignation

- David Lampien/Assistant Cook

8.4. School Board Member Speech Rights

**Attachments:**

2025-SchoolBoardMember-SpeechRights PACE

8.5. BOARD POLICY/FIRST READING

**Description:** These policy actions were recommended by the Oregon School Board Association (OSBA) as part of their Policy Plus service, typically as a result of new legislation or to revise outdated

language. They are presented for a first reading and will be brought back in the following month for a second reading and possible action.

8.5.1. BHD - Board Member Stipends and Reimbursement

**Description:** Recommended for Revision

**Attachments:**

BHD - Board Member Stipends and Reimbursement

8.5.2. EHB - Cybersecurity

**Description:** Recommend for Adoption

**Attachments:**

EHB - Cybersecurity

8.5.3. EHB-AR - Cybersecurity

**Description:** Recommend for Adoption

**Attachments:**

EHB-AR - Cybersecurity

8.5.4. GBNA/JHFF - Suspected Sexual Conduct with Students and Reporting Requirements

**Description:** Recommend for Revision

**Attachments:**

GBNA/JHFF - Suspected Sexual Conduct with Students and Reporting Requirements

8.5.5. GCAA - Standards for Competent and Ethical Performance of Oregon Educators

**Description:** Recommend for Revision

**Attachments:**

GCAA - Standards for Competent and Ethical Performance of Oregon Educators

8.5.6. IF - District Curriculum

**Description:** Recommend for Revision

**Attachments:**

IF - District Curriculum

8.5.7. IGBAB/JO-AR - Education Records/Records of Students with Disabilities Management

**Description:** Recommend for Revision

**Attachments:**

IGBAB/JO-AR - Education Records/Records of Students with Disabilities Management

8.5.8. IGBHD - Program Exemptions

**Description:** Recommend for Revision

**Attachments:**

IGBHD - Program Exemptions

8.5.9. IIA - Instructional Materials

**Description:** Recommend for Revision

**Attachments:**

IIA - Instructional Materials

8.5.10. IIA-AR(1) - Instructional Materials

**Description:** Recommend for Revision

**Attachments:**

IIA-AR(1) - Instructional Materials

8.5.11. IIA-AR(2) - Reconsideration of Core Instructional Materials

**Description:** Recommend for Revision

**Attachments:**

IIA-AR(2) - Reconsideration of Core Instructional Materials

8.5.12. IIA-AR(3) - Reconsideration of Supplemental Instructional Materials

**Description:** Recommend for Revision

**Attachments:**

IIA-AR(3) - Reconsideration of Supplemental Instructional Materials

8.5.13. IIA-AR(4) - Reconsideration of Library Materials in a School or Classroom Library

**Description:** Recommend for Revision

**Attachments:**

IIA-AR(4) - Reconsideration of Library Materials in a School or Classroom Library

8.5.14. IIA-AR(5) - Request for Reconsideration of Instructional or Library Materials Form

**Description:** Recommend for Revision

**Attachments:**

IIA-AR(5) - Request for Reconsideration of Instructional or Library Materials Form

8.5.15. JFCEB - Personal Electronic Devices and Social Media

**Description:** Recommend to Delete (old)

**Attachments:**

JFCEB - Personal Electronic Devices and Social Media

8.5.16. JECEB - Personal Electronic Devices

**Description:** Recommend to Re-Adopt (new)

**Attachments:**

JECEB - Personal Electronic Devices

8.5.17. JFCEB-AR - Request for Personal Electronic Devices Exception

**Description:** Recommend to Adopt

**Attachments:**

JFCEB-AR - Request for Personal Electronic Devices Exception

8.5.18. JGE - Expulsion

**Description:** Recommend to Revise

**Attachments:**

JGE - Expulsion

8.5.19. JHCA/JHCB - Immunization, Physical Examination, Vision Screening/Eye Examination and Dental Screening

**Description:** Recommend to Delete

**Attachments:**

JHCAJHCB - Immunization, Physical Examination, Vision ScreeningEye Examination and Dental Screening

8.5.20. JHCA - Immunization, School Sports Participation, Concussions and Other Brain Injuries

**Description:** Recommend to Adopt

**Attachments:**

JHCA - Immunization, School Sports Participation, Concussions and Other Brain Injuries

8.5.21. JHFF/GBNAA - Suspected Sexual Conduct with Students and Reporting Requirements

**Description:** Recommend to Revise

**Attachments:**

JHFFGBNAA - Suspected Sexual Conduct with Students and Reporting Requirements

8.5.22. JO/IGBAB-AR - Education Records/Records of Students with Disabilities Management

**Description:** Recommend to Revise

**Attachments:**

JOIGBAB-AR - Education RecordsRecords of Students with Disabilities Management

8.5.23. JOA - Directory Information

**Description:** Recommend for Revision

**Attachments:**

JOA - Directory Information

9. **ADJOURN**

**Discussion:** The meeting was adjourned at 7:58pm.



**SEASIDE HIGH SCHOOL**  
**SEASIDE MIDDLE SCHOOL**

GROW, ACHIEVE, SUCCEED

JEFF ROBERTS, PRINCIPAL  
WENDY CROZIER, ASSOCIATE PRINCIPAL  
JASON BOYD, ASSISTANT PRINCIPAL  
KAROLINA GAGE, ASSISTANT PRINCIPAL  
CHAD CLOUSE, ATHLETIC DIRECTOR

October 23nd, 2025

Susan Penrod, Superintendent  
Seaside School District  
2600 Spruce Dr. Suite 100  
Seaside, OR 97138

Dear Supt. Penrod:

I would like to recommend the following people for Seaside School District Athletic positions for the 2025-2026 school year.

Rafael Sibony- MS Boys Basketball Head Coach  
Ricardo Corona- MS Boys Basketball Assistant Coach  
Hailey Smith- MS Girls Wrestling Volunteer

Sincerely,

Jeff Roberts  
Principal

Chad Clouse  
Athletic Director



**SEASIDE HIGH SCHOOL**  
**SEASIDE MIDDLE SCHOOL**

GROW, ACHIEVE, SUCCEED

JEFF ROBERTS, PRINCIPAL  
WENDY CROZIER, ASSOCIATE PRINCIPAL  
JASON BOYD, ASSISTANT PRINCIPAL  
KAROLINA GAGE, ASSISTANT PRINCIPAL  
CHAD CLOUSE, ATHLETIC DIRECTOR

November 3rd, 2025

Susan Penrod, Superintendent  
Seaside School District  
2600 Spruce Dr. Suite 100  
Seaside, OR 97138

Dear Supt. Penrod:

I would like to recommend the following people for Seaside School District Athletic positions for the 2025-2026 school year.

- Ashley Flukinger- MS Boys Basketball Assistant Coach
- Gavin Rich- HS Boys Basketball Assistant Coach
- Gavin Meyer- MS boys Wrestling Head Coach (Transfer from MS boys Wrestling Assistant)
- Chris Avery- MS Boys Wrestling Assistant Coach
- Jack Bello- Extra Duty
- Sam Hughes- Extra Duty
- Johnathon Kenenounis- HS Wrestling Volunteer Coach
- Daniel Brough- HS Wrestling Volunteer Coach

Sincerely,

Jeff Roberts  
Principal

Chad Clouse  
Athletic Director



**SEASIDE HIGH SCHOOL**  
**SEASIDE MIDDLE SCHOOL**  
GROW, ACHIEVE, SUCCEED

JEFF ROBERTS, PRINCIPAL  
WENDY CROZIER, ASSOCIATE PRINCIPAL  
JASON BOYD, ASSISTANT PRINCIPAL  
KAROLINA GAGE, ASSISTANT PRINCIPAL  
CHAD CLOUSE, ATHLETIC DIRECTOR

---

November 14th, 2025

Susan Penrod, Superintendent  
Seaside School District  
2600 Spruce Dr. Suite 100  
Seaside, OR 97138

Dear Supt. Penrod:

I would like to recommend the following people for Seaside School District Athletic positions for the 2025-2026 school year.

James Nagel- HS Strength and Conditioning Coach- Winter and Spring

Sincerely,

Jeff Roberts  
Principal

Chad Clouse  
Athletic Director

# Seaside School District 10

Code: BHD  
Adopted: 11/20/12  
Revised/Readopted: 4/20/21  
Orig. Code: BHD

## Board Member ~~Compensation and Expense~~ Stipends and Reimbursement

{Board members likely have a potential conflict of interest when voting on this policy, as this decision “could be to the private pecuniary benefit or detriment of the Board member.” The adoption of this policy does not mean that a stipend or reimbursement will be paid: any stipend or reimbursement is contingent upon further action of the Board. In order to comply with a potential conflict of interest, Board members must declare the potential conflict of interest at each Board meeting in which this policy is being considered and can then participate in the discussion and vote. Declarations of conflicts should be included in the minutes of the meeting.}

Board members may receive a stipend for their service in accordance with state law and the Board-adopted district budget.<sup>1</sup> The stipend amount will be approved by resolution of the Board.<sup>2</sup> Board members may choose not to accept the stipend by notifying the business office. Stipends will be issued [monthly] and may be pro-rated for service for incomplete months. Stipends will be paid in accordance with the district’s business practices. <sup>3</sup>Board members are responsible for any tax obligations resulting from the stipends.

~~No~~ Board members ~~will receive any compensation for services other than~~ may be reimbursed ~~for~~ approved expenses actually incurred on district business. Such expenses may include the cost of attendance at meetings, conferences or visitations when such attendance has been approved by the Board.

The superintendent will establish and communicate procedures regarding submission of expenses for reimbursement.

~~Board members will receive compensation of meals, lodging and mileage for attending meetings, conferences or making visitations on approved district business.~~

~~Meals and lodging will be compensated at the established per diem breakdown rate by the U.S. Government Services Administration (GSA). GSA per diem rate is based on the Continental United States (CONUS) rates described in the Federal Guidelines, determined by the U.S. Office of General Services Administration for the city and state of travel. If the city is not listed, the location is a standard CONUS destination. Gratuities up to 15 percent of allowable meal expense are permissible, but are inclusive in the GSA per diem rate for the meal. GSA per diem rate will be advanced to Board Members on official overnight travel status. When using the GSA per diem rate, receipts will not be required to be turned in at the completion of travel for meals.~~

~~Mileage will be paid at the current IRS rate.~~

<sup>1</sup> After declaring an actual conflict of interest during meetings in which the budget is being discussed, Board members are allowed to discuss and vote on the district’s budget that includes providing compensation of benefits to themselves or relatives in accordance with Senate Bill 983 (2025).

<sup>2</sup> Because Board members likely have an conflict of interest when approving an annual resolution, the Board may need to approve multiple resolutions, each applying to fewer than a quorum of the Board.

<sup>3</sup> {Districts are encouraged to work with business professionals regarding the procedures and tax implications of providing stipends.}

The district will establish accounting procedures consistent with this policy.

END OF POLICY

---

**Legal Reference(s):**

[ORS 244.020](#)

[ORS 244.040](#)

[ORS 332.018\(3\)](#)

OR. GOV'T STANDARDS AND PRACTICES COMM'N, STAFF OPINION 02S-015 (May 20, 2002).

OR. GOV'T STANDARDS AND PRACTICES COMM'N, STAFF OPINION 03S-015 (Sept. 11, 2003).

**Cross Reference(s):**

BBAA - Individual Board Member's Authority and Responsibilities

BHB - Board Member Development

DLC - Staff Expense Reimbursements

# OSBA Model Sample Policy

**Recommend to: ADOPT**

Code: EHB  
Adopted:

## Cybersecurity

*{Optional policy. OSBA recommends consulting with your IT professionals prior to adoption.}*

The purpose of information security is to protect the confidentiality, integrity and availability of district data as well as any information systems that store, process, or transmit district data, and protect the information resources of the district from unauthorized access or damage.

The underlying principles followed to achieve that objective are:

1. Information Confidentiality: The ability to access or modify information is provided only to authorized users for authorized purposes;
2. Information Integrity: The information used in the pursuit of the district objectives can be trusted to correctly reflect the reality it represents; and
3. Information Availability: The information resources of the district, including the network, the hardware, the software, the facilities, the infrastructure, and any other such resources, are available to support the objectives for which they are designated.

The requirement to safeguard information resources must be balanced with the need to support the pursuit of legitimate district objectives. The value of information as a resource increases through its appropriate use; its value diminishes through misuse, misinterpretation, or unnecessary restrictions to its access.

This policy and accompanying administrative regulation applies to all staff and third-party agents of the district as well as any other district affiliate, including students, who are authorized to access district data and to all computer and communication devices and systems that store, process, or transmit district data.

END OF POLICY

### Legal Reference(s):

[ORS Chapter 192](#)  
[ORS 332.107](#)

[ORS 336.184](#)  
[ORS 646A.600 - 646A.626](#)

Children’s Internet Protection Act, 47 U.S.C. §§ 254(h) and (l); 47 C.F.R. § 54.520.  
Children’s Online Privacy Protection Act of 1998, 15 U.S.C. §§ 6501 to 6505; 16 C.F.R. § 312.  
Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. § 99.  
Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d; 45 C.F.R. §§ 160, 164.  
Protection of Pupil Rights, 20 U.S.C. § 1232h; Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. § 98.

# Seaside School District 10

Recommend to: REVISE

Code: GBNAA/JHFF  
Adopted: 12/19/19  
Revised/Readopted: 3/15/22  
Orig. Code: JHFF

## Suspected Sexual Conduct with Students and Reporting Requirements

Sexual conduct by district employees, contractors<sup>1</sup>, agents<sup>2</sup>, and volunteers<sup>3</sup> is prohibited and will not be tolerated. All district employees, contractors, agents, ~~and~~ volunteers, and students<sup>4</sup> are subject to this policy. ~~Students are also subject to this policy if they are acting as an employee, contractor, agent or volunteer.~~

<sup>5</sup>“Sexual conduct,” means verbal or physical conduct or verbal, written or electronic communications by a school employee, a contractor, an agent or a volunteer that involve a student and that are sexual advances or requests for sexual favors directed toward the student, or of a sexual nature that are directed toward the student or that have the effect of unreasonably interfering with a student’s educational performance, or of creating an intimidating or hostile educational environment. “Sexual conduct” does not include touching or other physical contact that is necessitated by the nature of the school employee’s job duties or by the services required to be provided by the contractor, agent or volunteer, and for which there is no sexual intent; verbal, written or electronic communications that are provided as part of an education program that meets state educational standards or a policy approved by the Board; or conduct or communications described in the definition of sexual conduct herein if the school employee, contractor, agent or volunteer is also a student and the conduct or communications arise out of a consensual relationship between students, do not create an intimidating or hostile educational environment and are not prohibited by law, any policies of the district or any applicable employment agreements.

“Student” means any person who is in any grade from prekindergarten through grade 12 or 21 years of age or younger and receiving educational or related services from the district that is not a post-secondary institution of education, or who was previously known as a student by the person engaging in sexual conduct and who left school or graduated from high school within 90 days one calendar year prior to the sexual conduct.

<sup>1</sup> “Contractor” means a person providing services to the district under a contract in a manner that requires the person to have direct, unsupervised contact with students.

<sup>2</sup> “Agent” means a person acting as an agent for the district in a manner that requires the person to have direct, unsupervised contact with students.

<sup>3</sup> “Volunteer” means a person acting as a volunteer for the district in a manner that requires the person to have direct, unsupervised contact with students.

<sup>4</sup> Student conduct may only be sexual conduct if the student is also an employee, contractor, agent, or volunteer.

<sup>5</sup> This definition of “sexual conduct” affects all conduct that occurs before, on or after June 23, 2021, for purposes of reports that are made, investigations that are initiated, or a collective bargaining agreement, an employment contract, an agreement for resignation or termination, a severance agreement or any similar contract or agreement entered into, on or after June 23, 2021.

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

Any district employee, contractor, agent or volunteer who has reasonable cause to believe that a student has been subjected to sexual conduct by another district employee, contractor, agent or volunteer, or that another district employee, contractor, agent or volunteer has engaged in sexual conduct with a student shall immediately report such suspected sexual conduct to the designated licensed administrator or the alternate designated licensed administrator, in the event the designated administrator is the suspected perpetrator, for their school building.

If the superintendent is the alleged perpetrator the report shall be submitted to the Special Services Director who shall report the suspected sexual conduct to the Board chair.

If an employee fails to report suspected sexual conduct or fails to maintain confidentiality of records, the employee will be disciplined up to and including dismissal.

When a designated licensed administrator receives a report of suspected sexual conduct by a district employee, contractor, agent or volunteer, the administrator will follow procedures established by the district and set forth in the district's administrative regulation GBNAA/JHFF-AR - Suspected Sexual Conduct Report Procedures and Form. All such reports will be reported to the Oregon Department of Education (ODE) or Teacher Standards and Practices Commission (TSPC) in accordance with such administrative regulation. The agency receiving a report will complete an investigation regardless of any changes in the relationship or duties of the person who is the alleged perpetrator.

When there is reasonable cause to support the report, a district employee suspected of sexual conduct shall be placed on paid administrative leave pending an investigation and the district will take necessary actions to ensure the student's safety.

When there is reasonable cause to support the report, a district contractor, agent or volunteer suspected of sexual conduct shall be removed from providing services to the district and the district will take necessary actions to ensure the student's safety.

The district will notify, as allowed by state and federal law, the person who was subjected to the suspected sexual conduct about any actions taken by the district as a result of the report.

A district employee, contractor or agent will not assist another district employee, contractor or agent in obtaining a new job if the individual knows, or has reasonable cause to believe the district employee, contractor or agent engaged in sexual conduct. Nothing in this policy prevents the district from disclosing information required by law or providing the routine transmission of administrative and personnel files pursuant to law.

The initiation of a report in good faith about suspected sexual conduct may not adversely affect any terms or conditions of employment or the work environment of the person who initiated the report or who may have been subject to sexual conduct. If a student initiates a report of suspected sexual conduct by a district employee, contractor, agent or volunteer in good faith, the student will not be disciplined by the district or any district employee, contractor, agent or volunteer.

The district will provide to employees at the time of hire, or to a contractor, agent or volunteer at the time of beginning service for the district, the following:

1. A description of conduct that may constitute sexual conduct;
2. A description of the investigatory process and possible consequences if a report of suspected sexual conduct is substantiated; and
3. A description of the prohibitions imposed on district employees, contractors and agents when they attempt to obtain a new job, pursuant to ORS 339.378(2).

All district employees are subject to Board policy GCAB - Personal Electronic Devices and Social Media - Staff regarding appropriate electronic communications with students.

Any electronic communications with students by a contractor, agent or volunteer for the district will be appropriate and only when directed by district administration. When communicating with students electronically regarding school-related matters, contractors, agents or volunteers shall use district e-mail using mailing lists and/or other internet messaging approved by the district to a group of students rather than individual students or as directed by district administration. Texting or electronically communicating with a student through contact information gained as a contractor, agent or volunteer for the district is strongly discouraged.

The superintendent shall develop administrative regulations to implement this policy and to comply with state law.

END OF POLICY

---

**Legal Reference(s):**

[ORS 332.107](#)

[ORS 339.370 - 339.400](#)

[ORS 419B.005 - 419B.045](#)

Every Student Succeeds Act, 20 U.S.C. § 7926 (2018).

House Bill 2136 (2021).

Senate Bill 51 (2021).

**Cross Reference(s):**

GBN/JBA - Sexual Harassment

GBNAB/JHFE - Suspected Abuse of a Child Reporting Requirements

IIBGA - Electronic Communications System

JFCF - Hazing, Harassment, Intimidation, Menacing, Bullying, Cyberbullying,

Teen Dating Violence and Domestic Violence – Student

JHFE/GBNAB - Suspected Abuse of a Child Reporting Requirements

JHFF/GBNAA - Suspected Sexual Conduct with Students and Reporting Requirements

# Seaside School District 10

**Recommend to: REVISE**

Code: GCAA  
 Adopted: 3/15/22  
 Revised/Readopted: 1/17/23

## Standards for Competent and Ethical Performance of Oregon Educators

### Application of Rules

1. Oregon Administrative Rules were adopted by the Teacher Standards and Practices Commission (TSPC) in accordance with Oregon Revised Statutes.
2. Oregon Administrative Rules (OAR) may be used as criteria by the TSPC in matters pertaining to the revocation or suspension of licenses issued by the TSPC under Oregon law or the discipline of any license holder or any person who has held a license at any time within five years prior to issuance of the notice of charges under Oregon Revised Statutes.
3. The TSPC determines whether an educator's performance is ethical or competent in light of all the facts and circumstances surrounding the educator's performance as a whole.
4. The TSPC will promptly investigate complaints:
  - a. The TSPC may at its discretion defer action to charge an educator against whom a complaint has been filed under law when the investigation report indicates that disciplinary action against the educator is pending at the local district level or when criminal charges are pending or are likely to be filed against the educator. In considering whether to defer action to charge an educator, the TSPC shall consider all relevant circumstances including the nature and seriousness of the allegations and whether the educator is currently employed as a teacher or school administrator;
  - b. The executive secretary shall regularly inform the TSPC of the status of any complaints on which the TSPC has deferred action.

### Definitions

The following definitions apply to Oregon Administrative Rules unless otherwise indicated by context:

1. "Administrator": any educator who holds a valid Oregon administrative license or registration and who works in a position requiring an administrative license;
2. "Competent": discharging required duties as set forth in these rules;
3. "Educator": any licensed or registered or certified person who is authorized to be engaged in the instructional program including teaching, counseling, school psychology, administering and supervising;
4. "Ethical": conforming to the professional standards of conduct set forth in these rules;
5. "Sexual conduct: means verbal or physical conduct or verbal, written or electronic communications by a school employee, a contractor, an agent or a volunteer that involve a student that are:

- a. Sexual advances or requests for sexual favors directed toward the student; or
- b. Of a sexual nature that are directed toward the student or that have the effect of unreasonably interfering with the student's educational performance, or of creating an intimidating or hostile educational environment.

“Sexual conduct” does not include:

- c. Touching or other physical contact:
  - (1) That is necessitated by the nature of the district employee's job duties or by the services required to be provided by the contractor, agent, or volunteer; and
  - (2) For which there is no sexual intent.
- d. Verbal, written or electronic communications that are provided as party of an education program that meets the state educational standards or a policy approved by the Board
- e. Conduct or communications described in above if the district employee, contractor, agent or volunteer is also a student and the conduct or communications:
  - (1) Arise out of a consensual relationship between students;
  - (2) Do not create an intimidating or hostile educational environment; and
  - (3) Are not prohibited by law, any policies of the district or any applicable employment agreements.

6. “Sexual harassment”: any unwelcome conduct with an individual which includes but is not limited to sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- b. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- c. Such conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

7. “Teacher”: any person who holds a teacher's license as provided in ORS 342.125.

8. “Student”: means any person who is:

- a. In any grade from kindergarten through grade 12; or
- b. Twenty-one years of age or younger and receiving educational or related services from an education provider that is not a post-secondary institution of education; or
- c. Who was previously known as a student by the person engaging in sexual conduct and who left school or graduated from high school within 90-days one calendar year prior to the sexual conduct.

### **The Competent Educator**

The teacher or administrator demonstrates a commitment to:

- 1. Recognize the worth and dignity of all persons and respect for each individual;

2. Encourage scholarship;
3. Promote democratic and inclusive citizenship;
4. Raise educational standards;
5. Use professional judgment; and
6. Promote equitable learning opportunities.

### **Curriculum and Instruction**

The competent educator measures success by the progress of each student toward realization of personal potential as a worthy and effective citizen. The competent educator stimulates the spirit of inquiry, the acquisition of knowledge and understanding and the thoughtful formulation of goals as they are appropriate for each individual.

The competent teacher demonstrates:

1. Use of state- and district-adopted curriculum and goals;
2. Skill in setting instructional goals and objectives expressed as learning outcomes;
3. Use of current subject matter appropriate to the individual needs of students;
4. Use of students' growth and development patterns to adjust instruction to individual needs consistent with number of students and amount of time available; and
5. Skill in the selection and use of teaching techniques conducive to student learning.

The competent administrator demonstrates:

1. Skill in assisting individual staff members to become more competent educator by complying with federal, state and local law, rules and lawful and reasonable district policy and contracts;
2. Knowledge of curriculum and instruction appropriate to assignment;
3. Skill in implementing instructional programs through adequate communication with staff; and
4. Skill in identifying and initiating any needed change which helps each student toward realization of personal learning potential.

### **Supervision and Evaluation**

The competent educator is a student of human behavior and uses this knowledge to provide a climate that is conducive to learning and that respects the rights of all persons without discrimination. The competent educator assumes responsibility for the activities planned and conducted through the district's program and assists colleagues to do the same. The competent educator gathers relevant information and uses it in the planning and evaluation of instructional activities.

The competent teacher demonstrates:

1. Multiple ways to assess the academic progress of individual students;
2. Skill in the application of assessment data to assist individual student growth;
3. Procedures for evaluating curriculum and instructional goals and practices;
4. Skill in the supervision of students; and
5. Skills in differentiating instruction.

The competent administrator demonstrates:

1. Skill in the use of assessment data to provide effective instructional programs;
2. Skill in the implementation of the district's student evaluation program;
3. Skill in providing equal opportunity for all students and staff; and
4. Skill in the use of employee and leadership techniques appropriate to the assignment and according to well-established standards which ensure due process for the staff for which the administrator is responsible for evaluating.

### **Management Skills**

The competent educator is a person who understands students and is able to relate to them in constructive and culturally competent ways. The competent educator establishes and maintains good rapport. The competent educator maintains and uses records as required and as needed to assist the growth of students.

The competent teacher demonstrates skills in:

1. Establishing and maintaining classroom management that is conducive to learning;
2. Using and maintaining district property, equipment and materials appropriately;
3. Using and maintaining student records as required by federal and state law and district policies and procedures;
4. Using district and school business and financial procedures; and
5. Using district lawful and reasonable rules and regulations.

The competent administrator demonstrates:

1. Leadership skills in managing the school, its students, staff and programs as required by lawful and reasonable district policies, rules and regulations, state and federal laws and regulations and other programs as assigned and assures that staff is informed of these requirements; and
2. Skills in planning and staff assignment.

## **Human Relations and Communications**

The competent educator works effectively with others — students, staff, parents and patrons. The competent educator is aware of the ways the community identifies with the school, as well as community needs and ways the school program is designed to meet these needs. The competent educator can communicate with knowledge, clarity and judgment about educational matters, the school and the needs of students.

The competent teacher demonstrates:

1. Willingness to be flexible in cooperatively working with others; and
2. Skill in communicating with students, staff, parents and other patrons.

The competent administrator demonstrates:

1. Skill in helping students, staff, parents and other patrons to learn about the school, the district and its program;
2. Skills in communicating district and school goals to staff and the public;
3. Willingness to be flexible in cooperatively working with others; and
4. Skill in reconciling conflict.

## **The Ethical Educator**

The ethical educator is a person who accepts the requirements of membership in the teaching profession and acts at all times in ethical ways. In so doing the ethical educator considers the needs of the students, the district and the profession.

The ethical educator, in fulfilling obligations to the student, will:

1. Keep the confidence entrusted in the profession as it relates to confidential information concerning a student and the student's family;
2. Refrain from exploiting professional relationships with any student for personal gain or in support of persons or issues; and
3. Maintain an appropriate professional student-educator relationship by:
  - a. Not demonstrating or expressing professionally inappropriate interest in a student's personal life;
  - b. Not accepting or giving or exchanging romantic or overly personal gifts or notes with a student;
  - c. Reporting to the educator's supervisor if the educator has reason to believe a student is, or may be, becoming romantically attached to the educator; and
  - d. Honoring appropriate adult boundaries with students in conduct and conversations at all times.

The ethical educator, in fulfilling obligations to the district, will:

1. Apply for, accept, offer or assign a position of responsibility only on the basis of professional qualifications and will adhere to the conditions of a contract or the terms of the appointment;
2. Conduct professional business, including grievances, through established lawful and reasonable procedures;
3. Strive for continued improvement and professional growth;
4. Accept no gratuities or gifts of significance that could influence judgment in the exercise of professional duties; and
5. Not use the district's or school's name, property or resources for noneducational benefit without approval of the educator's supervisor or the appointing authority.

The ethical educator, in fulfilling obligations to the profession, will:

1. Maintain the dignity of the profession by respecting and obeying the law, exemplifying personal integrity and honesty;
2. Extend equal treatment to all members of the profession in the exercise of their professional rights and responsibilities; and
3. Respond to requests for evaluation of colleagues and to keep such information confidential as appropriate.
4. Respond to requests from a TSPC representative for information, furnish documents to TSPC, and participate in interviews with a TSPC representative relating to a TSPC investigation, except subject to the exercise of any legal right or privilege.

END OF POLICY

---

**Legal Reference(s):**

[OAR 584-020-0000 - 0035](#)

# Seaside School District 10

Recommend to: **REVISE**

Code: IF  
Adopted: 7/26/07  
Revised/Readopted: 10/19/21  
Orig. Code: IF

## District Curriculum-Development (Version 1)

The Board believes it is necessary to continually develop and modify the district’s curriculum to meet changing needs in technology and fields of knowledge and to assure the full, rounded and continuing development of students. While keeping with the requirements of state law, the Board authorizes the superintendent, in consultation with staff, parents and the community, to review the curriculum ~~periodically~~ and to advise the Board on needed curriculum changes. ~~[Decision making within the curriculum review process should also be based on reliable data collected through a comprehensive assessment of needs. The assessment should include, but is not limited to, evaluation of student performance using appropriate measurement tools and procedures[, surveys of parent perceptions] and professional staff recommendations.]~~

The Board or a committee or administrator responsible for making a decision ~~for~~ regarding the use of textbooks or other instructional materials must not prohibit the use of or refuse to approve the use of textbooks or instructional materials on the basis that the textbooks or instructional materials include a perspective, study or story of, or are created by, any individual or group identified in ORS 337.260.

END OF POLICY

### Legal Reference(s):

- |                                |                                  |                                  |
|--------------------------------|----------------------------------|----------------------------------|
| <a href="#">ORS 243.650</a>    | <a href="#">ORS 659.850</a>      | <a href="#">OAR 581-022-2250</a> |
| <a href="#">ORS 332.075(1)</a> | <a href="#">OAR 581-021-0045</a> | <a href="#">OAR 581-022-2300</a> |
| <a href="#">ORS 336.035</a>    | <a href="#">OAR 581-021-0046</a> | <a href="#">OAR 581-022-2305</a> |
| <a href="#">ORS 336.067</a>    | <a href="#">OAR 581-022-2000</a> | <a href="#">OAR 581-022-2310</a> |
| <a href="#">ORS 337.260</a>    | <a href="#">OAR 581-022-2030</a> | <a href="#">OAR 581-022-2315</a> |

Senate Bill 1098 (2025)

# Seaside School District 10

**Recommend to: REVISE**

Code: JHFF/GBNAA  
Adopted: 12/19/19  
Revised/Readopted: 1/18/22  
Orig. Code: JHFF

## Suspected Sexual Conduct with Students and Reporting Requirements

Sexual conduct by district employees, contractors<sup>1</sup>, agents<sup>2</sup>, and volunteers<sup>3</sup> is prohibited and will not be tolerated. All district employees, contractors, agents, ~~and~~ volunteers, and students<sup>4</sup> are subject to this policy. ~~Students are also subject to this policy if they are acting as an employee, contractor, agent or volunteer.~~

<sup>5</sup>“Sexual conduct,” means verbal or physical conduct or verbal, written or electronic communications by a school employee, a contractor, an agent or a volunteer that involve a student and that are sexual advances or requests for sexual favors directed toward the student, or of a sexual nature that are directed toward the student or that have the effect of unreasonably interfering with a student’s educational performance, or of creating an intimidating or hostile educational environment. “Sexual conduct” does not include touching or other physical contact that is necessitated by the nature of the school employee’s job duties or by the services required to be provided by the contractor, agent or volunteer, and for which there is no sexual intent; verbal, written or electronic communications that are provided as part of an education program that meets state educational standards or a policy approved by the Board; or conduct or communications described in the definition of sexual conduct herein if the school employee, contractor, agent or volunteer is also a student and the conduct or communications arise out of a consensual relationship between students, do not create an intimidating or hostile educational environment and are not prohibited by law, any policies of the district or any applicable employment agreements.

“Student” means any person who is in any grade from prekindergarten through grade 12 or 21 years of age or younger and receiving educational or related services from the district that is not a post-secondary institution of education, or who was previously known as a student by the person engaging in sexual conduct and who left school or graduated from high school within 90 days one calendar year prior to the sexual conduct.

<sup>1</sup> “Contractor” means a person providing services to the district under a contract in a manner that requires the person to have direct, unsupervised contact with students.

<sup>2</sup> “Agent” means a person acting as an agent for the district in a manner that requires the person to have direct, unsupervised contact with students.

<sup>3</sup> “Volunteer” means a person acting as a volunteer for the district in a manner that requires the person to have direct, unsupervised contact with students.

<sup>4</sup> Student conduct may only be sexual conduct if the student is also an employee, contractor, agent, or volunteer.

<sup>5</sup> This definition of “sexual conduct” affects all conduct that occurs before, on or after June 23, 2021, for purposes of reports that are made, investigations that are initiated, or a collective bargaining agreement, an employment contract, an agreement for resignation or termination, a severance agreement or any similar contract or agreement entered into, on or after June 23, 2021.

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

Any district employee, contractor, agent or volunteer who has reasonable cause to believe that a student has been subjected to sexual conduct by another district employee, contractor, agent or volunteer, or that another district employee, contractor, agent or volunteer has engaged in sexual conduct with a student shall immediately report such suspected sexual conduct to the designated licensed administrator or the alternate designated licensed administrator, in the event the designated administrator is the suspected perpetrator, for their school building.

If the superintendent is the alleged perpetrator the report shall be submitted to the Special Services Director who shall report the suspected sexual conduct to the Board chair.

If an employee fails to report suspected sexual conduct or fails to maintain confidentiality of records, the employee will be disciplined up to and including dismissal.

When a designated licensed administrator receives a report of suspected sexual conduct by a district employee, contractor, agent or volunteer, the administrator will follow procedures established by the district and set forth in the district's administrative regulation GBNAA/JHFF-AR - Suspected Sexual Conduct Report Procedures and Form. All such reports will be reported to the Oregon Department of Education (ODE) or Teacher Standards and Practices Commission (TSPC) in accordance with such administrative regulation. The agency receiving a report will complete an investigation regardless of any changes in the relationship or duties of the person who is the alleged perpetrator.

When there is reasonable cause to support the report, a district employee suspected of sexual conduct shall be placed on paid administrative leave pending an investigation and the district will take necessary actions to ensure the student's safety.

When there is reasonable cause to support the report, a district contractor, agent or volunteer suspected of sexual conduct shall be removed from providing services to the district and the district will take necessary actions to ensure the student's safety.

The district will notify, as allowed by state and federal law, the person who was subjected to the suspected sexual conduct about any actions taken by the district as a result of the report.

A district employee, contractor or agent will not assist another district employee, contractor or agent in obtaining a new job if the individual knows, or has reasonable cause to believe the district employee, contractor or agent engaged in sexual conduct. Nothing in this policy prevents the district from disclosing information required by law or providing the routine transmission of administrative and personnel files pursuant to law.

The initiation of a report in good faith about suspected sexual conduct may not adversely affect any terms or conditions of employment or the work environment of the person who initiated the report or who may have been subject to sexual conduct. If a student initiates a report of suspected sexual conduct by a district employee, contractor, agent or volunteer in good faith, the student will not be disciplined by the district or any district employee, contractor, agent or volunteer.

The district will provide to employees at the time of hire, or to a contractor, agent or volunteer at the time of beginning service for the district, the following:

1. A description of conduct that may constitute sexual conduct;
2. A description of the investigatory process and possible consequences if a report of suspected sexual conduct is substantiated; and
3. A description of the prohibitions imposed on district employees, contractors and agents when they attempt to obtain a new job, pursuant to ORS 339.378(2).

All district employees are subject to Board policy GCAB - Personal Electronic Devices and Social Media - Staff regarding appropriate electronic communications with students.

Any electronic communications with students by a contractor, agent or volunteer for the district will be appropriate and only when directed by district administration. When communicating with students electronically regarding school-related matters, contractors, agents or volunteers shall use district e-mail using mailing lists and/or other internet messaging approved by the district to a group of students rather than individual students or as directed by district administration. Texting or electronically communicating with a student through contact information gained as a contractor, agent or volunteer for the district is strongly discouraged.

The superintendent shall develop administrative regulations to implement this policy and to comply with state law.

END OF POLICY

---

**Legal Reference(s):**

[ORS 332.107](#)

[ORS 339.370 - 339.400](#)

[ORS 419B.005 - 419B.045](#)

Every Student Succeeds Act, 20 U.S.C. § 7926 (2018).

House Bill 2136 (2021).

Senate Bill 51 (2021).

**Cross Reference(s):**

GBN/JBA - Sexual Harassment

GBNAB/JHFE - Suspected Abuse of a Child Reporting Requirements

IIBGA - Electronic Communications System

JFCF - Hazing, Harassment, Intimidation, Menacing, Bullying, Cyberbullying,

Teen Dating Violence and Domestic Violence – Student

JHFE/GBNAB - Suspected Abuse of a Child Reporting Requirements

JHFF/GBNAA - Suspected Sexual Conduct with Students and Reporting Requirements

# OSBA Model Sample Policy

**Recommend to: ADOPT**

Code: JHCA/JHCB  
Adopted:

## Immunization, ~~and~~ School Sports Participation, Concussions and Other Brain Injuries\*\*

### Immunization

Proof of immunization must be presented at the time of initial enrollment<sup>1</sup> in school or within 30 days of transfer to the district in accordance with Oregon law. Proof consists of a signed Certificate of Immunization Status form documenting either evidence of immunization, a religious, philosophical beliefs and/or medical exemption or immunity documentation.<sup>2</sup>

### School Sports Participation

A student participating in extracurricular sports in grades 7 through 12 is required to submit to an appropriate School Sports Pre-Participation Examination<sup>3</sup> prior to their initial participation in a related district program. The form<sup>4</sup> is to be completed and signed by a parent or guardian giving permission for the student to participate and be signed by a medical provider authorized by law<sup>5</sup> who has examined and evaluated the student. The completed form(s) must be returned ~~[as directed]~~ ~~[to the school office]~~. A student who is subsequently diagnosed with a significant illness or has had a major surgery is required to have a physical examination prior to further participation.

A student who continues to participate in extracurricular sports in grades 7 through 12 shall be required to complete a sports examination once every two years, thereafter.

### Concussions and Other Brain Injuries

A student who exhibits signs, symptoms or behaviors consistent with a concussion following an observed or suspected blow to the head or body, or who has been diagnosed with a concussion will not be allowed to participate in any athletic event or training on that day, unless an athletic trainer licensed by the Board of Athletic Trainers or a physician licensed pursuant to ORS 677.100 - 677.228 has determined the student

<sup>1</sup> The district shall immediately enroll a student experiencing houselessness in the school selected even if the student is unable to produce records normally required for enrollment.

<sup>2</sup> Documentation requirements for exemptions are outlined in ORS 433.267.

<sup>3</sup> The required form is available at <https://www.osaa.org/governance/forms>, a copy may be obtained from a school office, or a form generated by the medical provider may be used if it meets requirements of law in OAR 581-021-0041.

<sup>4</sup> The form may be used in either a hard copy or electronic format.

<sup>5</sup> This physical examination must be conducted by a physician possessing an unrestricted license to practice medicine, a licensed naturopathic physician, a licensed physician assistant, a licensed nurse practitioner or a licensed chiropractic physician who has clinical training and experience in detecting cardiopulmonary diseases and defects.

has not suffered a concussion.<sup>6</sup> Except as allowed above, a student excluded for concussion reasons will not be allowed to return to participate in an athletic event or training until the following three conditions have been met:

1. It is not the same day as the student exhibited signs, symptoms or behaviors, experienced a blow to the head or body, or was diagnosed with a concussion;
2. The student no longer exhibits signs, symptoms or behaviors consistent with a concussion; and
3. The student has received a medical release form from a health care professional<sup>7</sup>.

~~A student who continues to participate in extracurricular sports in grades 7 through 12 shall be required to complete a sports examination once every two years, thereafter.~~

Upon receipt of written notification<sup>8</sup> from a parent or guardian that a student has been diagnosed with a concussion or other brain injury by a health care professional and that accommodations are being requested, the district shall follow all procedures developed by the Oregon Department of Education (ODE) to develop and implement an immediate and temporary accommodation plan.<sup>9</sup> Written notice is not required for the district to begin following concussion protocols.

Any accommodations will be communicated to the parent or guardian, to all teachers who provide instruction to the student and to other employees who have regular responsibilities for the student's supervision or health.<sup>10</sup>

Accommodations will be in effect no later than 10 school days after the written notification is received by the district and will be reviewed as needed, but no later than every two months.

END OF POLICY

---

**Legal Reference(s):**

[ORS 326.580](#)

[ORS 336.479](#)

[ORS 336.485 - 336.490](#)

[ORS 433.235 - 433.280](#)

[OAR 333-019-0010](#)

[OAR 333-050-0010 - 050-0120](#)

[OAR 581-021-0041](#)

[OAR 581-021-3007](#)

---

<sup>6</sup> For more information regarding medical releases for students in grades 9-12, see OSAA rules.

<sup>7</sup> "Health care professional" includes a chiropractic physician, a naturopathic physician, a psychologist, a physical therapist, an occupational therapist, a physician assistant or a nurse practitioner who is licensed or registered under the laws of Oregon.

<sup>8</sup> "Written notification" means a written notice from a parent or guardian, supported by medical documentation from a health care professional, informing the district that they are requesting an accommodation for a student who has been diagnosed with a concussion or other brain injury by a health care professional.

<sup>9</sup> The district must use the sample form developed by ODE [add link when available] or a district form that includes all required content.

<sup>10</sup> Including, but not limited to, school nurses, counselors, physical education teachers, coaches, athletic trainers and staff supervision recess or other physical activities.

McKinney-Vento Homeless Assistance Act, Subtitle VII-B, reauthorized by Title IX-A of the Every Student Succeeds Act, 42 U.S.C. §§ 11431-11435 (2018).  
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 (2024).  
House Bill 3007 (2025)

## Seaside School District 10

Code: JHCA/JHCB  
Adopted: 1/18/22

### **Immunization, Physical Examination, Vision Screening/Eye Examination and Dental Screening\*\***

#### **Immunization**

Proof of immunization must be presented at the time of initial enrollment<sup>1</sup> in school or within 30 days of transfer to the district in accordance with Oregon law. Proof consists of a signed Certificate of Immunization Status form documenting either evidence of immunization, a religious, philosophical beliefs and/or medical exemption or immunity documentation.<sup>2</sup>

The building administrator or designee is authorized to exclude any student from school attendance for noncompliance with the statutes and rules, subject to additional rules related to homeless students found in Board policy JECBD – Homeless Students and its accompanying administration regulation. The building administrator or designee will notify the parent or guardian of the reason for the exclusion, stating that the student will continue to be excluded until the student has complied with the requirements.

The district will comply with the State Health Division rules related to the district's immunization registry and the associated tracking and recall systems. This compliance will include the waiver of the requirement of consent for release of information and the waiver of issues of confidentiality in regard to immunization records.

The policy is in effect for all students who do not have documented medical or non-medical exemptions.

#### **Physical Examination**

The Board recommends that all students initially enrolling in school have a physical examination. Parents will be asked to complete a district Health History form when initially enrolling their student in the district and when registering them for grade 7.

All students participating in athletic programs are required to submit to the district a School Sports Pre-participation Examination<sup>3</sup> form prior to their initial participation in a district athletic program. The form is to be completed and signed by a parent or guardian and physician giving permission for the student to participate.

---

<sup>1</sup> The district shall immediately enroll a homeless student in the school selected even if the student is unable to produce records normally required for enrollment.

<sup>2</sup> Documentation requirements for exemptions are outlined in ORS 433.267.

<sup>3</sup> Form available at <http://www.osaa.org/governance/forms>

A student who is subsequently diagnosed with a significant illness or has had a major surgery is required to have a physical examination prior to further participation in extracurricular sports.

A student who continues to participate in extracurricular sports in grades 7 through 12 shall be required to complete a physical examination once every two years, thereafter.

### **Vision Screening or Eye Examination**

The parent or guardian of a student who is 7 years of age or younger and is beginning an education program with the district for the first time shall, within 120 days of beginning the education program, submit a certification that the student has received:

1. A vision screening or eye examination; and
2. Any further examination, treatments or assistance necessary.

The certification is not required if the parent or guardian provides a statement to the district that:

1. The student submitted a certification to a prior education provider; or
2. The vision screening or eye examination is contrary to the religious beliefs of the student or the parent or guardian of the student.

### **Dental Screening**

The district shall file in the student's dental health record any dental screening certifications and any results of a dental screening known by the district. The district will provide to the parent or guardian of each student, standardized information developed by the Oregon Health Authority's dental director regarding dental screenings, further examinations or necessary treatments and preventative care including fluoride varnish, sealants and daily brushing and flossing.

The parent or guardian of a student who is 7 years of age or younger, and is beginning an education program with the district for the first time, shall submit a certification within 120 days of beginning the education program that the student has received a dental screening within the previous 12 months.

The certification is not required if the parent or guardian provides a statement to the district that:

1. The student submitted a certification to a prior education provider;
2. The dental screening is contrary to the religious beliefs of the student or the parent or guardian of the student; or
3. The dental screening is a burden for the student or the parent or guardian of the student in the following ways:
  - a. The cost of obtaining the dental screening is too high;
  - b. The student does not have access to an approved screener;
  - c. The student was unable to obtain an appointment with an approved screener.

The certification may be provided by a licensed dentist, a dental hygienist or a health care practitioner as defined by state law. The certification must include the:

1. Student's name;
2. Date of screening; and
3. Name of entity conducting the dental screening.

The district shall submit to the Oregon Department of Education a report that identifies the percentage of students who failed to submit the certification for the previous year, no later than October 1 of each year.

If the district is causing the dental screening to be conducted, the district will follow the notice requirements in accordance with law.

END OF POLICY

---

**Legal Reference(s):**

[ORS 326.580](#)  
[ORS 336.211](#)  
[ORS 336.213](#)  
[ORS 336.214](#)

[ORS 336.479](#)  
[ORS 433.235 - 433.280](#)  
[OAR 333-019-0010](#)  
[OAR 333-050-0010 - 050-0120](#)

[OAR 581-021-0017](#)  
[OAR 581-021-0031](#)  
[OAR 581-021-0041](#)  
[OAR 581-022-2220](#)

McKinney-Vento Homeless Assistance Act, Subtitle VII-B, reauthorized by Title IX-A of the Every Student Succeeds Act, 42 U.S.C. §§ 11431-11435 (2018).

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 (2020).

OREGON SCHOOL ACTIVITIES ASSOCIATION, *OSAA HANDBOOK*.

**Cross Reference(s):**

IGDJ - Interscholastic Activities  
JEC - Admissions

# Seaside School District 10

Recommend to: **REVISE**

Code: JGE  
Adopted: 7/26/07  
Revised/Readopted: 1/18/22  
Orig. Code: JGE

## Expulsion\*\*

*{Required policy. ORS 339.250(2) and OAR 581-021-0070 require policies on expulsion.}*

A principal, after reviewing available information, may recommend to the superintendent that a student be expelled. Expulsion of a student shall not extend beyond one calendar year.

A student may only be expelled for the following circumstances:

1. When a student's conduct poses a threat to the health or safety of students or employees;
2. When other strategies to change the student's **conductbehavior** have been ineffective, except that expulsion may not be used to address truancy; or
3. When required by law.

The use of expulsion for discipline of a student in fifth grade or lower is limited to:

1. Nonaccidental conduct causing serious physical harm to a student or employee;
2. When a school administrator determines, based on the administrator's observations or upon a report from an employee, the student's conduct poses a **direct** threat to the health or safety of students or employees; or
3. When the expulsion is required by law.

The age of the student and the past pattern of behavior will be considered prior to imposing the expulsion.

No student may be expelled without a hearing unless the student's parents, or the student if 18 years of age, waive the right to a hearing, either in writing or by failure to appear at a scheduled hearing. **By waiving the right to a hearing, the student and parent agree to abide by the findings of a hearings officer.**

The Board delegates the authority to decide on an expulsion to the superintendent. <sup>{1}</sup> The superintendent may designate another person to handle the potential expulsion, and the superintendent, a designee or another individual may act as the hearings officer. The district may contract with an individual who is not employed by the district to serve as the hearings officer. The hearings officer will not be associated with the initial actions of the building administrators. The hearings officer will conduct the hearing and make a

<sup>{1}</sup> The Board can retain authority for all expulsions. If the Board chooses not to delegate this authority, any recommendations for expulsion from administration would come to the Board for resolution. The Board would have to meet and determine next steps for all expulsions.

final decision regarding the expulsion. A decision of the hearings officer may be appealed by the parent or the student if age 18 or over to the Board for review.

If the decision of the hearings officer is appealed to the Board for review, the findings as to the facts and the hearings officer's decision will be submitted to the Board, and will be available in identical form to the Board, the student and the student's parents at the same time. At a future meeting, the Board will review the hearings officer's decision and will affirm, modify or reverse the decision.

When a recommendation for an expulsion is made and an ~~expulsion~~ hearing is not waived, the following procedure is required:

1. Notice will be given to the student and the parent by personal service<sup>2</sup> or by certified mail<sup>3</sup> at least [five] days prior to the scheduled hearing. Notice shall include:
  - a. The specific charge or charges and the specific facts that support the charge or charges;
  - ~~b. The conduct constituting the alleged violation, including the nature of the evidence of the violation and reason for expulsion;~~
  - ~~e.b.~~ A ~~recommendation for expulsion~~ statement of intent to consider the charges as reason for expulsion;
  - ~~d.c.~~ The student's right to a hearing;
  - ~~e.d.~~ When and where the hearing will take place; and
  - ~~f.e.~~ The student may be represented by counsel or other persons ~~right to representation~~.

~~The Board may expel, or may delegate the authority to decide on an expulsion to the superintendent or superintendent's designee, who may also act as the hearings officer. The district may contract with an individual who is not employed by the district to serve as the hearings officer. The hearings officer designated by the Board will conduct the hearing and will not be associated with the initial actions of the building administrators;~~

- ~~2. Expulsion hearings will be conducted in private and will not be open to the general public unless the student or the student's parents request an open session;~~
- ~~3.2.~~ ~~If~~ ~~in case~~ the parent or student ~~has difficulty understanding~~ does not understand the English language ~~or has other serious communication disabilities~~, the district will provide an interpreter during the hearing ~~translator~~. All communications will be in a manner that is understandable to the parents and student;
- ~~4.3.~~ The student shall be permitted to have representation present at the hearing to advise and to present arguments. The representation may be an attorney, ~~and/or~~ parent or other person. The district's attorney may be present;
- ~~5.4.~~ The student shall be afforded the right to present their version of the events underlying the expulsion recommendation and to introduce evidence by testimony, writings or other exhibits;

<sup>2</sup> The person serving the notice shall file a return of service. (OAR 581-021-0070)

<sup>3</sup> When "certified mail is given to a parent of a suspended student, the notice shall be placed in the mail at least five days before the date of the hearing." (OAR 581-021-0070)

- ~~6.5.~~ The student shall be permitted to be present and to hear the evidence presented by the district;
- ~~7.6.~~ The hearings officer or the student may record the hearing;
- ~~8.7.~~ Strict rules of evidence shall not apply to the proceedings. However, this shall not limit the hearings officer's control of the hearing;

~~9.— If the Board is conducting the expulsion hearing, the Board may designate the Board chair or a third party as the hearings officer. The hearings officer will determine the facts of each case on the evidence presented at the hearing. Evidence may include the relevant past history and student education records. The hearings officer will provide to the Board, findings as to the facts, the recommended decision and whether or not the student has committed the alleged conduct. This will include the hearings officer's recommended decision on disciplinary action, if any, including the duration of any expulsion. This material will be available in identical form to the Board, the student if age 18 or over and the students' parents at the same time. Following the review by the Board of the hearings officer's recommendation, the Board will make the final decision regarding the expulsion;~~

~~If the Board has delegated authority to the superintendent [or designee] to act as the hearings officer, the superintendent may designate themselves, or a third party, as the hearings officer. The hearings officer's decision is final. However, a decision of the hearings officer may be appealed by the parent or the student if age 18 or over to the Board for review. If the decision of the hearings officer is appealed to the Board for review, the findings as to the facts and the hearings officer's decision will be submitted to the Board, and will be available in identical form to the Board, the student and the student's parents at the same time. At its next regular or special meeting the Board will review the hearings officer's decision and will affirm, modify or reverse the decision;~~

~~10.8.~~ A Board-conducted hearing or a Board review of the hearings officer's decision will be conducted in executive session unless the student or the student's parent requests a public hearing. If an executive session is held by the Board or a private hearing held by the hearings officer, the following will not be made public:

- a. The name of the minor student;
- b. The issues involved, including a student's confidential records;
- c. The discussion;
- d. The vote of Board members, which may be taken in executive session when considering an expulsion.

~~Prior to expulsion, the district must propose alternative programs of instruction or instruction combined with counseling to a student subject to expulsion for reasons other than a weapons policy violation, the district must notify the student and parents of alternative programs of instruction or instruction combined with counseling and document this notification. The district must document to the parent of the student that proposals of alternative education programs have been made.~~

END OF POLICY

Legal Reference(s):

[ORS 192.660](#)

[ORS 332.061](#)

[ORS 336.615 - 336.665](#)

[ORS 339.115](#)  
[ORS 339.240](#)

[ORS 339.250](#)  
[OAR 581-021-0050 - 021-0075](#)

House Bill 2514 (2019)

# OSBA Model Sample Policy

Recommend to: **RE-ADOPT**

Code: JFCEB  
Adopted:

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

{This policy is required by ORS 336.840 and EO 25-09. EO-25-09 requires policy to be adopted and in place by October 31, 2025, with full implementation by January 1, 2026.}

Student ~~{possession or}~~ use of a personal electronic device is prohibited from the start of regular instructional hours until the end of regular instructional hours, except as provided below. ~~{Personal electronic devices can be used when students are not on school grounds and are not under the supervision of school personnel (other than a school bus driver).<sup>1</sup>}~~

Except as otherwise provided in this policy, “personal electronic device” means any portable, electrically powered device that is capable of making and receiving calls and text messages and accessing the internet independently from the school’s network infrastructure.<sup>[2]</sup> This includes headphones and earbuds attached to personal electronic devices. This does not include a laptop computer or other device required to support academic activities.

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

1. The student’s medical provider’s order for the care and treatment of a medical condition;<sup>3</sup>
2. The student’s individualized education program, as defined in ORS 343.035 or an education plan developed for the student in accordance with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794);<sup>4</sup>
3. A written exemption provided for the student based on a request received in JFCEB-AR. School administration will respond to such a request within ~~{10}~~ school days.<sup>5</sup>

Personal electronic devices ~~{must may}~~ be placed in district-provided pouches or storage ~~{or}~~ may be kept by students in lockers or backpacks, but personal electronic devices are not to be stored on the student’s person or in the student’s clothing ~~{may be stored on the student’s person, but may not be used}~~ during regular instructional hours.

~~<sup>1</sup> If students are under the supervision of school personnel other than a school bus driver, the use of personal electronic devices is prohibited during regular instructional hours. {ODE’s guidance, *Fostering Student Learning, Well-Being, and Belonging* provides that districts have discretion related to field trips. The district could include language regarding field trips here.}~~

<sup>2</sup> [ODE’s guidance, *Fostering Student Learning, Well-Being, and Belonging* provides “This includes personal electronic devices that can make calls, send texts, or access the internet via cellular data are restricted. This includes smartphones, web-enabled flip phones, cellular-capable tablets and e-readers, smartwatches, smart glasses, and connected headphones or earbuds. This does not include laptop computers or other devices required to support academic activities.”]

<sup>3</sup> JFCEB-AR must be submitted to the building administrator, along with a copy of the order.

<sup>4</sup> If use of the personal electronic device is included in the individualized education program or education plan, JFCEB-AR submission is not required.

<sup>5</sup> JFCEB-AR must be submitted to the building administrator.

Students in violation of this policy will be subject to disciplinary action. Discipline for mere possession or use of a personal electronic device may not include loss of instructional time for the student (including suspension or expulsion), but could include ~~[detention, Saturday school,~~ a change to storage requirements, etc. ~~{<sup>6</sup>}~~]. However, if the actions taken by a student violate another conduct policy, the student may be subject to discipline up to and including expulsion.<sup>7</sup> ~~{Steps may include:~~

- ~~1.—First Instance of Noncompliance: staff will give the student a verbal reminder of the policy and expectations to reinforce appropriate use of personal electronic devices;~~
- ~~1.—Second Instance of Noncompliance: the device will be temporarily confiscated and held in the front office until the end of the school day. Parents or guardians will be notified, and a meeting with school administration may be scheduled to discuss ways to support the student;~~
- ~~2.—Third Instance of Noncompliance: the device will again be temporarily held, and parents or guardians will be informed. A meeting with school administration and family will be arranged to review the policy and plan for improved compliance;~~
- ~~3.—Beyond Third Instance of Noncompliance: In noncompliance continues, schools will determine additional appropriate consequences, always prioritizing keeping students in class and engaged in learning.~~{<sup>8</sup>}~~~~

Necessary communications during the school day while on school grounds between students and parents or guardians can be made through the school office.

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

In accordance with ORS 336.840, students may be allowed to use personal electronic devices<sup>9</sup> that support academic activities and independent communications<sup>10</sup>, except as prohibited by this policy. In academic activities in which a personal electronic device is required as part of the curriculum, students may be allowed, but not required to use their own personal electronic devices for that portion of the curriculum. Students using their own device must be granted access to any applications or electronic materials that are available to students who do not use their own personal electronic devices. These applications must be free of charge if students who do not use their own devices have access free of charge.

---

<sup>6</sup> {Correction may include requiring a student to store their device in a classroom storage space instead of in the backpack.}

<sup>7</sup> For example: a student could be disciplined with lost instructional time for using a personal electronic device to bully another student or for accessing inappropriate content. Discipline will be in accordance with Board policies.

~~<sup>8</sup> {From guidance from the Oregon Department of Education. Consider whether these procedures apply at all grade levels and whether this much detail is desired in policy.}~~

<sup>9</sup> The use of “personal electronic device” in this paragraph comes from ORS 336.840, which does not define the term. However, the definition in EO 25-09 wouldn’t necessarily apply. Consequently, items like laptop computers or other devices required to support academic activities would likely be considered personal electronic devices within this paragraph.

<sup>10</sup> “Independent communication means communication that does not require assistance or interpretation by an individual who is not part of the conversation, but that may require the use or assistance of an electronic device. ORS 336.840(1).

Requests for exemptions to this policy can be processed in accordance with JFCEB-AR – Request for Personal Electronic Devices Exemption. Appeals can be filed ~~[with the superintendent]~~ ~~[in accordance with KL-AR(1) – Public Complaint Procedure]~~.

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

~~[This policy takes effect on January 1, 2026.]~~

END OF POLICY

---

**Legal Reference(s):**

[ORS 332.107](#)

[ORS 336.840](#)

Oregon Executive Order 25-09

# Seaside School District 10

Code: JFCEB  
Adopted: 12/18/14  
Revised/Readopted: 1/18/22; 6/21/22  
Orig. Code: JFCEB

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

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

As used in this policy, a “personal electronic device” is a device that is capable of electronically communicating, sending, receiving, storing, recording, reproducing and/or displaying information and data.

If the district implements a curriculum that uses technology, students may be allowed to use their own personal electronic devices to access the curriculum. Students who are allowed to use their own devices to access the curriculum will be granted access to any application or electronic materials when they are available to students who do not use their own devices, or provided free of charge to students who do not use their own devices for curriculum.

Students may not use district equipment to access social media websites, while on district property or at district-sponsored activities, unless the access is approved by a district representative.

The district will not be liable for personal electronic devices brought to district property and district-sponsored activities. The district will not be liable for information or comments posted by students on social media websites when the student is not engaged in district activities and not using district equipment.

The superintendent or designee is directed to develop guidelines and/or approve school rules as necessary to ensure that student use of such devices is consistent with this policy. Guidelines may include grade- or age-level possession and/or use restrictions by students on district property and at district-sponsored activities; consequences for violations; a process for responding to a student’s request to use a personal electronic device, including an appeal process if the request is denied; and such other provisions as the superintendent or designee may deem necessary. The superintendent or designee is responsible for ensuring that pertinent provisions of Board policies, guidelines and school rules governing personal electronic devices are included in staff handbooks and student/parent handbooks, reviewed annually and updated as necessary.

END OF POLICY

---

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

**Legal Reference(s):**

[ORS 332.107](#)

[ORS 336.840](#)

Copyrights, 17 U.S.C. §§ 101-1332 (2012); 19 C.F.R. Part 133 (2017).

# Seaside School District 10

Recommend to: REVISE

Code: IIA  
Adopted: 7/26/07  
Revised/Readopted: 2/16/22; 6/17/25  
Orig. Code: IIA

## Instructional Materials\*\*

The Board believes proper care and judgment should be exercised in selecting core and supplemental instructional materials and ~~school and classroom~~ library materials in school and classroom libraries, and that those materials should be inclusive of populations represented in a global society. ~~The process to select materials will reflect respect for all people, regardless of race, color, creed, national origin, age, sex, sexual orientation, gender identity, or disability.~~

Any person responsible for the adoption of textbooks or the approval of instructional materials may not prohibit the use of, or refuse to approve the use of, textbooks or instructional materials on the basis that the textbooks or instructional materials include a perspective, study or story of, or are created by, any individual or group identified in ORS 337.260(1)(a)-(e), i.e., are Native American, European, African, Asian, Pacific Island, Chicano, Latino, Middle Eastern or Jewish descent, have disabilities, are immigrants or refugees, or are lesbian, gay, bisexual or transgender.

Any person responsible for the selection or retention of library materials may not prohibit the selection or retention of, or refuse to select or retain, library materials on the basis that the library materials include a perspective, study or story of, or are created by any individual or group against whom discrimination is prohibited under ORS 659.850, i.e., race, color, religion, sex, sexual orientation, gender identity, national origin, marital status, age or disability.

A material involved with a reconsideration request will remain available throughout the reconsideration process. Materials will not be removed for discriminatory reasons. A request for reconsideration of materials may be processed through established procedures found in accompanying administrative regulations. Meetings of reconsideration committees may be subject to Public Meetings Law. Records regarding reconsideration procedures are subject to Public Records Law.

This policy is not intended to cover classroom activities. Complaints regarding classroom activities unrelated to materials can be filed using other established district complaint procedures.

The term “instructional material” includes core instructional materials, supplemental materials, ~~school library materials, and classroom library materials and~~ library materials made available in classroom or school libraries as defined below.

Some materials may fall into more than one of the following categories. If there is a question regarding selection or reconsideration, the district administration may select which procedure to use.

## Definitions

“Core instructional material,”<sup>1</sup> sometimes referred to as basal, means any organized system, which constitutes the major instructional vehicle for a given course of study, or any part thereof. Core instructional materials may include adaptive or personalized learning programs, digital textbooks, and print textbooks and are adopted and paid for by the district. Core instructional materials may include such instructional materials as a hardbound or a softbound book or books, or sets or kits of print and non-print materials, including electronic and internet or web-based materials or media.

“Supplemental instructional materials” means instructional materials used as part of the course of study, which are not part of the core instructional materials. They contain materials to supplement and/or differentiate core instruction and are generally teacher selected. These materials are not adopted by the Board. Materials required or assigned to be used as part of a class may be considered supplemental instructional materials, regardless of the source or location of the material.

“Library materials” includes educational or literary materials that are nonfiction or fiction and that are available in print or an electronic format. “Library materials” does not include textbooks or instructional materials that are selected under ORS 337.120, 337.141 or 337.260.

---

<sup>1</sup> This comes from OAR 581-011-0050(1), referring to instructional materials which must be adopted by local school boards.

“School library ~~materials~~” means any collection of library materials which are kept in the school library for student selection and use made available to students at school, either at a central location of the school, at a common area for one or more grades of the school, or through an online remote education program. The use of these materials may not be required for a particular class, but they may be selected by students to use. ~~These may include books, media, newspapers, magazines, videos, websites, or databases, including in digital or print, etc.~~ These materials are not adopted by the Board.

“Classroom library ~~materials~~” means any collection of library materials which are kept in the classroom for student selection and use made available to students in a single classroom or a common area accessible by two or more classrooms in district schools. The use of these materials is not required for the class, but they may be selected by students to use. ~~These may include books, media, newspapers, magazines, videos, etc.~~ These materials are not adopted by the Board.

### **Core Instructional Materials**

The Board retains the authority to approve core instructional materials used in district schools and authorizes the superintendent or designee to develop and implement administrative regulations governing selection and adoption of such materials. Procedures will provide for involvement of administrators, staff, parents, students, and community members; will use established selection criteria to contribute to the attainment of district, program, and course or grade-level goals; and will reflect recent knowledge, trends, and technology in the field.

The district will review core instructional materials in accordance with the State Board of Education adoption cycle. Each core instructional program and its instructional materials will be reviewed on a seven-year cycle, and any resulting recommendations will be issued by district administration to the Board for approval. All recommended core instructional materials shall be approved by the Board prior to use. The adoption of textbooks by the Board and any committee shall be done in a manner ~~in~~ accordance compliant with ORS 337.260. The district will establish a process and timeline for regularly determining and considering whether core instructional materials are available through online resources that enable students with print disabilities to receive textbooks and instructional materials free of charge.

All requests for reconsideration of core instructional materials may be considered under administrative regulation IIA-AR(2) - Reconsideration of Core Instructional Materials.

### **Supplemental Instructional Materials**

All supplemental instructional materials will be selected by teachers, principals, librarians, and/or others, as determined appropriate which may not be through any formal selection procedure. Decisions regarding the use of, or refusal to approve the use of, supplemental instructional materials shall be made in a manner compliant with ORS 337.260. Such materials will contain suitable readability levels and support the district’s adopted curriculum content. Materials will be used for their intended audience.

All requests for reconsideration of supplemental instructional materials may be considered under administrative regulation IIA-AR(3) - Reconsideration of Supplemental Instructional Materials.

### **School Library Materials**

All school library materials will be selected by a librarian using established selection criteria. The selection of retention of library materials in a school library shall be made in a manner compliant with Section 2 of Senate Bill 1098 (2025). Such materials will contain suitable readability levels.

All requests for reconsideration of school library materials may be considered under administrative regulation IIA-AR(4) - Reconsideration of ~~School or Classroom~~ Library Materials in a School or Classroom Library.

## Classroom Library Materials

All classroom library materials will be selected by a classroom teacher and/or others, with no formal selection procedure. The selection or retention of library materials in a classroom library shall be made in a manner compliant with Section 2 of Senate Bill 1098 (2025) Such materials will contain suitable readability levels. Teachers are responsible for knowing the available materials in their classroom library.

All requests for reconsideration of classroom library materials may be considered under administrative regulation IIA-AR(4) - Reconsideration of ~~School or Classroom~~ Library Materials in a School or Classroom Library.

END OF POLICY

---

### Legal Reference(s):

<a href="#">ORS 174.100</a>	<a href="#">ORS 337.150</a>	<a href="#">OAR 581-021-0045</a>
<a href="#">ORS 332.107</a>	<a href="#">ORS 337.260</a>	<a href="#">OAR 581-021-0046</a>
<a href="#">ORS 336.035</a>	<a href="#">ORS 337.511</a>	<a href="#">OAR 581-022-2310</a>
<a href="#">ORS 336.082</a>	<a href="#">ORS 339.155</a>	<a href="#">OAR 581-022-2340</a>
<a href="#">ORS 336.840</a>	<a href="#">ORS 659.850</a>	<a href="#">OAR 581-022-2350</a>
<a href="#">ORS 337.120</a>		<a href="#">OAR 581-022-2355</a>
<a href="#">ORS 337.141</a>	<a href="#">OAR 581-011-0050 - 0117</a>	

Every Student Succeeds Act, 20 U.S.C. §§ 6311-6322 (2018).

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018); 28 C.F.R. §§ 42.101-42.106 (2019).

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683, 1701, 1703-1705, 1720 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2024).

Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).

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

### Cross Reference(s):

IFA/IFB - Instructional Research/Pilot Projects

INB - Studying Controversial Issues

KH - Public Gifts to the District

KL - Public Complaints

SP

# Seaside School District 10

Recommend to: REVISE

Code: IGBHD  
Adopted: 7/26/07  
Revised/Readopted: 10/19/21  
Orig. Code: IGBHD

## Program Exemptions

The district may excuse students from a state-required program or learning activity for reasons of religion, disability<sup>1</sup> -or other reasons deemed appropriate by the district. Requests for excusal or accommodation must be in writing and must include the reasons for the request and a proposed alternative for an individualized learning activity which substitutes for the period of time exempt from the program and meets the goals of the learning activity or course being exempt. Requests may be filed by the student's parent or guardian, or by a student who is 18 years of age or older or who is an emancipated minor. Requests must be submitted to the principal.

The district will determine if credit will be granted for any alternative activity.

An alternative education program for credit may be provided.

Approval of the alternative will be based upon and shall include:

1. A written request from the student's parent or guardian, or the student if 18 years of age or older or a legally emancipated minor, listing reasons for the request and proposed alternative in accordance with law;
2. An evaluation of the request and approval by appropriate school personnel.

Following approval by the Board, and upon completion of the alternative, credit shall be granted to the student.

END OF POLICY

### Legal Reference(s):

[ORS 336.035\(2\)](#)  
[ORS 336.465](#)  
[ORS 336.615](#)  
[ORS 336.625](#)

[ORS 336.635](#)  
[OAR 581-002-0035](#)  
[OAR 581-021-0009](#)

[OAR 581-021-0071](#)  
[OAR 581-022-2050](#)  
[OAR 581-022-2110](#)  
[OAR 581-022-2505](#)

### Cross Reference(s):

IGAI - Human Sexuality, AIDS/HIV, Sexually Transmitted Diseases, Health Education  
JED - Student Absences and Excuses

<sup>1</sup> If the district receives a request for a disability accommodation, the district should consider its obligations under the Individuals with Disabilities in Education Act and Section 504 of the Rehabilitation Act.



**SEASIDE HIGH SCHOOL**  
**SEASIDE MIDDLE SCHOOL**  
 GROW, ACHIEVE, SUCCEED

JEFF ROBERTS, PRINCIPAL  
 WENDY CROZIER, ASSOCIATE PRINCIPAL  
 JASON BOYD, ASSISTANT PRINCIPAL  
 KAROLINA GAGE, ASSISTANT PRINCIPAL  
 CHAD CLOUSE, ATHLETIC DIRECTOR

November 17th, 2025

Susan Penrod, Superintendent  
 Seaside School District  
 2600 Spruce Dr. Suite 100  
 Seaside, OR 97138

Dear Supt. Penrod:

I would like to recommend the following people for Seaside School District Athletic positions for the 2025-2026 school year.

Hailee Wawro- HS Girls Basketball Assistant Coach

Sincerely,

Jeff Roberts  
 Principal

Chad Clouse  
 Athletic Director

SP

**SEASIDE SCHOOL DISTRICT 10  
Clatsop County, Oregon  
2600 Spruce Drive, Suite 100  
Seaside, Oregon 97138**

**Resolution #2 - 2025-2026**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF SEASIDE SCHOOL DISTRICT 10 (SEASIDE, GEARHART, CANNON BEACH), CLATSOP COUNTY, OREGON, GRANTING AN EXEMPTION FROM PROPERTY TAXES UNDER OREGON REVISED STATUTES FOR SEASIDE PACIFICA APARTMENTS PROJECT, AN AFFORDABLE APARTMENT DEVELOPMENT TO BE OWNED AND OPERATED BY SEASIDE PACIFICA HOUSING PARTNERS LIMITED PARTNERSHIP.**

**WHEREAS**, Oregon Revised Statutes (“ORS”) 307.540 through 307.548 authorizes Seaside School District 10 (Seaside, Gearhart, Cannon Beach), Clatsop County, Oregon (“the District”) to grant property tax exemptions for certain affordable housing owned by a nonprofit corporation and occupied by low-income persons;

**WHEREAS**, the District wishes to adopt the provisions set forth in ORS 307.540 to 307.548;

**WHEREAS**, Seaside Pacifica Housing Partners Limited Partnership, an Oregon limited partnership (“Seaside Pacifica”) is planning the development and construction of an affordable multifamily, rental-housing development comprised of sixty-nine (69) residential units (including zero (0) manager units) in three (3) residential buildings and one (1) community building collectively known as the Seaside Pacifica Apartments Project (the “Project”);

**WHEREAS**, a property tax exemption is essential to Seaside Pacifica’s development of the Project as affordable housing in the District;

**WHEREAS**, Seaside Pacifica has requested a property tax exemption for the Project pursuant to ORS 307.543(2); and

**WHEREAS**, Seaside Pacifica has submitted materials indicating the Project meets or will meet the property tax exemption requirements in ORS 307.540 through 307.548.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF SEASIDE SCHOOL DISTRICT 10, CLATSOP COUNTY, OREGON:**

- 1) The District adopts the provisions of ORS 307.540 to 307.548 and elects the definition of “low income” set forth in ORS 307.540(2)(b);
- 2) Based on the application materials submitted and without any independent verification of the information contained therein, the applicant, Seaside Pacifica, and the Project satisfy or will satisfy the requirements for a property tax exemption pursuant to ORS 307.540 to 307.548, and further resolved that this resolution shall remain in effect unless and until termination occurs pursuant to ORS 307.548; and
- 3) The District authorizes the Superintendent or their designee as the authorized representative (the “Authorized Representative”) to act on behalf of the District, to take such further action as is necessary or desirable to carry out the intent and purposes herein in compliance with the applicable provisions of law.

ADOPTED by the Board of Directors of Seaside School District 10, Clatsop County, Oregon, this 18<sup>th</sup> day of November, 2025.

**SEASIDE SCHOOL DISTRICT 10  
CLATSOP COUNTY, OREGON**

---

Shannon Swedenborg, Chair  
Board of Directors

**ATTEST:**

---

Susan Penrod  
Superintendent

November 14, 2025

Memo to: Seaside School Board Of Directors

From: Susan Penrod, Superintendent

The following information has been provided by the District's legal counsel.

**Oregon Low-Income Property Tax Exemption  
ORS 307.540 to 307.548**

**Background** – ORS 307.540 to 307.548 provides an optional property tax exemption regime for certain low-income housing projects. The exemption generally requires governing bodies, such as Seaside School District 10 (the “District”), to opt in prior to taxpayers receiving an applicable exemption. The exemption applies to all taxing districts in which one or more governing bodies agree to the exemption and such governing bodies represent 51% or more of the total combined rate of tax on the subject property. The general requirements for an exemption include: (a) the taxpayer being a recognized tax-exempt entity under section 501(c)(3) or 501(c)(4) of the Internal Revenue Code of 1986, as amended; and (b) tenants have income at or below 60% of area median income for the initial year and 80% of area median income thereafter.

**General Arguments in Favor** – Low-income property tax exemptions are generally considered a useful tool to encourage certain uses of property and/or reduce the cost of owning or using property for certain purposes. Governing bodies commonly subsidize low-income housing projects due to a lack of affordable housing and limited incentives to construct new supply. Proponents of low-income property tax exemptions claim the increased availability of low-income housing reduces homelessness and housing instability, improves health outcomes, enhances child development and education, and permits low-income families to focus on other basic needs. They also claim project construction boosts the local economy, creates jobs, and reduces the burden on public services.

**General Arguments Against** – Critics of low-income housing incentives often claim the benefits of such programs flow to developers and banks rather than tenants, the exemptions create a disincentive for tenants to seek work or earn more money, and may have a limited impact on affordability of housing overall.

**Specific Risks Related to Proposed Board Action** – The Seaside Pacifica Project would require the District to adopt specific provisions of Oregon law granting property tax exemptions to qualifying taxpayers. There are risks the Seaside Pacifica Project spurs additional low-income housing developments that also qualify for the exemption. The cumulative impacts may include a reduction in the District’s tax base, an increase in the number of students served, and a reduction in student outcomes. Further, the District may have limited discretion to deny additional low-income housing projects that otherwise qualify from the applicable property tax exemption going forward. The District may wish to consider imposing additional qualification criteria on top of those found in ORS 307.540 to 307.548 as permitted by ORS 307.543(3). Such additional criteria could include, for example, a minimum number of low-income housing units or density minimums.



989 Broadway  
Seaside, OR 97138

(503) 738-5511  
cityofseaside.us

November 18, 2025

Seaside School District Board of Directors  
c/o Superintendent Susan Penrod  
Seaside School District 10  
2600 Spruce Drive, Suite 100  
Seaside, Oregon 97138

**Subject: Property Tax Exemption Request for Pacifica Affordable Housing Project**

Dear Superintendent Penrod and Members of the Board,

Thank you for the opportunity to provide additional information regarding the Pacifica Development affordable housing project and the associated property tax exemption request under ORS 307.540–307.548. I appreciate the District’s careful consideration of this matter and would like to clarify several points that may assist your deliberations.

Under state law and the City’s recently adopted ordinance, each exemption must be considered and approved individually, and no project is entitled to an exemption simply because it meets baseline eligibility criteria. Accordingly, **the School District retains full and independent discretion to decide whether to participate in any exemption request—now or in the future—regardless of the City’s decision or the applicant’s qualifications.** Approval of the Pacifica project would be limited solely to this specific request and would not in any way obligate the District to support any subsequent exemption proposal.

I would also like to address the nature of the site itself. The property has historically been held by public entities, county, school district, county again, and now the City, and has **never generated property tax revenue** for the District, apart from one single house. Additionally, the property contained a **reversionary clause** that required it to revert to county ownership if it was not used for affordable housing or child care. Because child care is not permitted within the industrial zoning district, and because affordable housing is allowed by state authorization for such zones, **affordable housing is the only viable use.** No alternative taxable use could be developed on the site under the legal conditions in place. As a result, the District is not forgoing future tax revenue that would otherwise have been generated.

The Pacifica project will create sixty-nine units of long-term affordable rental housing serving households at or below 60 percent of Area Median Income. These affordability requirements remain in place for sixty years. The City believes this project will provide



989 Broadway  
Seaside, OR 97138

(503) 738-5511  
cityofseaside.us

significant community benefits, including increased housing stability, improved access to affordable rental units, and support for local workforce needs. Given the District's continued efforts to recruit and retain educators and support staff, it is reasonable to expect that this additional supply of affordable housing will strengthen the District's ability to attract employees who wish to live in the community where they work.

Finally, I would like to briefly address a concern raised about tenant incentives. The income-based rent structure used in these projects ensures that tenants always benefit financially when their income increases. If a household's income eventually rises beyond eligibility limits, they will be in a stronger financial position to transition to market-rate housing. The long-term affordability restrictions ensure that the primary benefit of this project flows to residents and the community, not to developers or lenders.

In summary, approval of the resolution is in the best interest of the District for all of these reasons:

- The discretionary nature of the city's ordinance,
- The statutory structure requiring case-by-case approval,
- The absence of any foregone tax base,
- The substantial community and workforce benefits.

For these reasons, the City respectfully asks the School District to approve its portion of the tax exemption for the Pacifica development.

Thank you for your thoughtful consideration.

Sincerely,

Spencer Kyle  
City Manager

# STATE OF OREGON GRANT AGREEMENT

## “Student Success Act – Student Investment Account”

Grant No. **39298**

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Education (“Agency”) and **Seaside SD 10** (“Grantee”), each a “Party” and, together, the “Parties”.

### **SECTION 1: AUTHORITY**

Pursuant to the **Student Success Act**, codified at 2019 Oregon Laws Chapter 122, as amended from time to time (the “Act”), ORS 327.175 establishes the Student Investment Account, and subsection (4) provides that moneys in the Account are continuously appropriated to the Oregon Department of Education for the purpose of distributing grants under ORS 327.195.

In accordance with ORS 327.185, Student Investment Account grants may be awarded to eligible applicants: school districts, eligible charter schools, Youth Corrections Education Programs (YCEP), and Juvenile Detention Education Programs (JDEP).

### **SECTION 2: PURPOSE**

The purpose of this grant is to provide funding to assist in meeting students’ mental or behavioral health needs and to increase academic achievement, including reducing academic disparities for student populations identified in ORS 327.180(2)(b). These populations include, but are not limited to, economically disadvantaged students, students from racial or ethnic groups that have historically experienced academic disparities, students with disabilities, English language learners, students who are homeless, students who are foster children, and any other student groups that have historically experienced academic disparities, as determined by the State Board of Education by rule.

### **SECTION 3: EFFECTIVE DATE AND DURATION**

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of July 1, 2025 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on September 30, 2027.

## SECTION 4: GRANT MANAGERS

### 4.1 Agency's Grant Manager is:

Torrie Higgins  
 Office of Education Innovation & Improvement  
 255 Capitol St NE  
 Salem, OR 97310-0203  
 Torrie.higgins@ode.oregon.gov

### 4.2 Grantee's Grant Manager is:

Susan Penrod  
 2600 Spruce Dr Ste 100  
 Seaside, OR 97138  
 spenrod@seasidek12.org

### 4.3 A Party may designate a new Grant Manager by written notice to the other Party.

## SECTION 5: PROJECT ACTIVITIES

Grantee must perform the project activities set forth in Exhibit A (the "Project"), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending on the expiration date set forth in Section 3 (the "Performance Period").

## SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide the Grantee the following amounts ("Grant Funds"): the full 2025-27 biennial allocation and a projected Quarter 1 disbursement for the 2027-29 biennium.

Grant Period	Performance Period	Amount
<b>2025-27 Total Biennial Allocation (TBA)</b>	July 1, 2025 – June 30, 2027	<b>\$2,980,615.61</b>
Less: 2025-27 Q1 projected amount made available under Agreement number [34483] (the "Prior Grant Agreement.")	July 1, 2025 – June 30, 2027	<b>(\$391,546.15)</b>
<b>2025-26 Year 1 – Allocation - CURRENT</b>	July 1, 2025 – June 30, 2027	<b>\$1,068,955.50</b>
<b>2026-27 Year 2 – Allocation – RESERVED (not yet released)</b>	July 1, 2025 – June 30, 2027	<b>\$1,520,113.96</b>
<b>2027-29 Quarter 1 projected (2027-29 Q1)</b>	July 1, 2027 – September 30, 2027	<b>\$390,176.06</b>
<b>Total Grant Funds ( 2025-27 Current and Reserved Allocation + 2027-29 Q1 Projection)</b>		<b>\$2,979,245.52</b>

The line items provided in the table above have the following meanings:

1. **TBA** equals the total final allocation for 2025 -27 based on the final approved budget.
2. **2025–27 Q1** amount reflects the portion of the 2025-27 biennium projected and made available under the Prior Grant Agreement.
3. **2025–26 Year 1 Allocation - CURRENT** represents the portion of the 2025-27 TBA remaining after subtracting the amount already made available under the Prior Grant Agreement. These funds are authorized for disbursement during year 1 of the biennium.
4. **2026–27 Year 2 Allocation - RESERVED** represents the portion of the 2025-27 TBA that is identified for Year 2 but not yet released. Disbursement of this amount is contingent upon written authorization from Agency confirming funds are available for release.
5. **2027-29 Quarter 1** is a projection and will be disbursed subject to the provisions in Exhibit A. The terms and conditions of this Grant apply to the use of these funds. While this allocation is administered under this Grant, its period of performance under this Grant will roll into the full 2027–29 biennial period of performance under the subsequent grant agreement.
6. **Total Grant Funds** include both the current biennium allocation and the projected 2027-29 Q1 amount.

Grant Funds include allocations for participating district-sponsored charter schools, as described in Exhibit A, Section 1: Charter School Participation.

Agency will pay the Grant Funds from monies available in the Student Investment Account (“Funding Source”). A reduction in the monies in the Funding Source may result in a decrease in Grant Funds available to Agency and a reduction in disbursements to Grantee under this Grant.

## **SECTION 7: DISBURSEMENT GENERALLY**

### **7.1 Disbursement.**

- 7.1.1** Subject to the availability of sufficient moneys in and from the Funding Source based on Agency’s reasonable projections of moneys accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.
- 7.1.2** Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.
- 7.1.3** Agency will only disburse Grant Funds to Grantee for activities completed or materials produced, that, if required by Exhibit A, are approved by Agency. If Agency determines any completed Project activities or materials produced are not acceptable and any deficiencies are the responsibility of Grantee, Agency will prepare a detailed written description of the deficiencies within 15 days of receipt of the materials or performance of the activity, and will deliver such notice to Grantee. Grantee must correct any deficiencies at no additional cost to Agency within 15 days. Grantee may resubmit a request for disbursement that includes evidence satisfactory to Agency demonstrating deficiencies were corrected.

### **7.2 Conditions Precedent to Disbursement.** Agency’s obligation to disburse Grant Funds to

Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

- 7.2.1 Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;
  - 7.2.2 No default as described in Section 15 has occurred; and
  - 7.2.3 Grantee's representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.
- 7.3 **No Duplicate Payment.** Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other funds and would result in duplicate funding.
- 7.4 **Suspension of Funding and Project.** Agency may by written notice to Grantee, temporarily cease funding and require Grantee to stop all, or any part, of the Project dependent upon Grant Funds for a period of up to 180 days after the date of the notice, if Agency has or reasonably projects that it will have insufficient funds from the Funding Source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Grantee must immediately cease all Project activities dependent on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.

If Agency subsequently projects that it will have sufficient funds, Agency will notify Grantee that it may resume activities. If sufficient funds do not become available, Grantee and Agency will work together to amend this Grant to revise the amount of Grant Funds and Project activities to reflect the available funds. If sufficient funding does not become available or an amendment is not agreed to within a period of 180 days after issuance of the notice, Agency will either (i) cancel or modify its cessation order by a supplemental written notice or (ii) terminate this Grant as permitted by either the termination at Agency's discretion or for cause provisions of this Grant.

## SECTION 8: REPRESENTATIONS AND WARRANTIES

- 8.1 **Organization/Authority.** Grantee represents and warrants to Agency that:
- 8.1.1 Grantee is eligible to accept Grant Funds for this purpose, and is validly organized and existing under the laws of the State of Oregon;
  - 8.1.2 Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;

- 8.1.3 This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
  - 8.1.4 If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
  - 8.1.5 There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.
- 8.2 **False Claims Act.** Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.
- 8.3 **No limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

## SECTION 9: OWNERSHIP

- 9.1 **Intellectual Property Definitions.** As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:
- “Third Party Intellectual Property” means any intellectual property owned by parties other than Grantee or Agency.
- “Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.
- 9.2 **Grantee Ownership.** Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency’s behalf, and to sublicense the Work Product to other entities without restriction.
- 9.3 **Third Party Ownership.** If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free license allowing Agency and other entities the same rights listed

above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

- 9.4 Real Property.** If the Project includes the acquisition, construction, remodel or repair of real property or improvements to real property, Grantee may not sell, transfer, encumber, lease or otherwise dispose of any real property or improvements to real property paid for with Grant Funds for a period of six (6) years after the Effective Date of this Grant without the prior written consent of the Agency.

## **SECTION 10: CONFIDENTIAL INFORMATION**

- 10.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).
- 10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency’s request, Grantee must return or destroy any Confidential Information. If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.
- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-628. If Grantee or its agents discover or are notified of a potential or actual “Breach of Security”, as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600-628, (collectively, “Breach”) with respect to Confidential Information, Grantee must promptly but in any event within one

calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice is required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee's obligations under applicable law.

- 10.4 Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.
- 10.5 Background Check.** If requested by Agency and permitted by law, Grantee's employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee's expense. Based on the results of the background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteer, in Project activities or (ii) access to Agency Personal Information or Grantee premises.

## SECTION 11: INDEMNITY/LIABILITY

- 11.1 Indemnity.** Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a "Claim" for purposes of this Section).
- 11.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 11.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other indirect damages arising out of or related to this Grant, regardless

of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither Party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

## SECTION 12: INSURANCE

- 12.1 Private Insurance.** If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit C.
- 12.2 Public Body Insurance.** If Grantee is a “public body” as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit C or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit C, or (iii) a combination of any or all of the foregoing.
- 12.3 Real Property.** If the Project includes the construction, remodel or repair of real property or improvements to real property, Grantee must insure the real property and improvements against liability and risk of direct physical loss, damage or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar property or facilities.

## SECTION 13: GOVERNING LAW, JURISDICTION

This Grant is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively “Claim”) between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

## SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute

short of litigation. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

## SECTION 15: DEFAULT

**15.1 Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:

**15.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant;

**15.1.2** Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or

**15.1.3** A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.

**15.2 Agency.** Agency will be in default under this Grant if, after 15 days written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

## SECTION 16: REMEDIES

**16.1 Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 18.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

**16.2 Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any

limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

## **SECTION 17: WITHHOLDING FUNDS, RECOVERY**

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency's written demand:

- 17.1 Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2 Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 17.3 Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or
- 17.4 Any Grant Funds requested by Grantee as payment for deficient activities or materials.

## **SECTION 18: TERMINATION**

- 18.1 **Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.
- 18.2 **By Agency.** Agency may terminate this Grant as follows:
  - 18.2.1 At Agency's discretion, upon 30 days advance written notice to Grantee;
  - 18.2.2 Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;
  - 18.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
  - 18.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.
- 18.3 **By Grantee.** Grantee may terminate this Grant as follows:
  - 18.3.1 If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.

- 18.3.2** If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or
- 18.3.3** Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.
- 18.4 Cease Activities.** Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

## SECTION 19: MISCELLANEOUS

- 19.1 Conflict of Interest.** Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.
- 19.2 Nonappropriation.** Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.
- 19.3 Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.
- 19.4 Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- 19.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.

- 19.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.** Grantee may not, without Agency's prior written consent, enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant. Agency's consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.
- 19.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
- 19.14 Headings.** The headings and captions to sections of this Grant have been inserted for

identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.

**19.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:

- This Grant less all exhibits
- Exhibit A (the "Project")
- Exhibit B (Common and Customized Framework)
- Exhibit C (Insurance)

**Merger, Waiver.** This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

## SECTION 20: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Grant electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Grant, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

### STATE OF OREGON acting by and through its Department of Education

By: Michelle Choate  
Contracting Officer

11/04/2025  
Date

### Seaside SD 10

By: Susan Pennod  
Authorized Signature

11/13/25  
Date

Susan Pennod  
Printed Name

Superintendent  
Title

93-6000304  
Federal Tax ID Number

### Approved for Legal Sufficiency in accordance with ORS 291.047

By: AAG Devon Thorson  
Assistant Attorney General

11/04/2025 via email  
Date

## EXHIBIT A THE PROJECT

### SECTION I – BACKGROUND AND GOALS

Signed into law in May of 2019, the Student Success Act (SSA) is a historic opportunity for Oregon schools. The law is rooted in equity, authentic community engagement and shared accountability for student success.

SSA established the Student Investment Account (SIA) to provide Oregon school districts, eligible charter schools, YCEP, and JDEP with access to non-competitive grant funds. Each SIA applicant is required to collaborate with educators, students, families, and their community to develop a plan that outlines priorities and activities aligned to the allowable uses defined in law.

The SIA grants are designed to achieve two primary purposes:

- 1) Meeting students' mental and behavioral health needs, and
- 2) Increasing academic achievement and reducing academic disparities for students from racial or ethnic groups that have historically experienced academic disparities; students with disabilities; English language learners; economically disadvantaged students; students who are homeless; and students who are foster children.

Achievement of these purposes will be measured through Progress Markers and, for larger districts, Longitudinal Performance Growth Targets (LPGTs), forming the basis for the activities, outcomes and reporting requirements described in the following sections of this Exhibit.

#### **Charter School Participation**

The Grantee's approved Integrated Plan includes outcomes and strategies and a two-year budget for **The Cannon Beach Academy**, which is a district-sponsored charter school(s) participating under the Grantee's oversight during the 2025–27 biennium.

The Grantees allocation includes funding attributable to the ADMw of the participating charter school(s). The Grantee shall administer and distribute these funds to each charter school in accordance with the executed District Charter Program Agreement, established under the Integrated Guidance, and the requirements of ORS 327.185(4).

### SECTION II – PROJECT DEFINITIONS

The following capitalized terms have the meanings assigned below for purposes of Exhibits A and B. Definitions are derived from the Act, applicable administrative rules, and the Guidance for Eligible Applicants issued by the Agency.

**“Act”** means the “Student Success Act” codified in 2019 Oregon Laws Chapter 122, as amended from time to time, inclusive.

**“Allowable Project Costs”** means Grantee’s actual costs that are reasonable, necessary, and directly related to the implementation of the Integrated Plan and are allowable uses of the Grant Funds under the Act.

**“Baseline Targets”** means the minimum expectations for improvement set forth in the Integrated Plan by the district in either: (i) raising academic achievement or (ii) reducing academic disparities and closing gaps, as further defined in the December 2019 “Guidance for Eligible Applicants”.

**“Common Metrics”** means the Five-Year Completion Rate, Third-Grade Reading Proficiency Rate, Ninth-Grade On-Track Rate, Regular Attendance Rate, and Four-Year On-Time Graduation rate used by the Agency to measure the success of activities funded by the SIA.

**“Disaggregated”** has the meaning given in section 12(a) of the Act.

**“Five-Year Completion Rate”** has the meaning given in section 12(b) of the Act.

**“Focal Student Groups”** means students from racial or ethnic groups that have historically experienced academic disparities, students with disabilities, English language learners, students who are economically disadvantaged, students who are homeless and students who are foster children.

**“Four-Year on-Time Graduation Rate”** means the percentage of students who received a high school diploma or a modified diploma within four years of the student beginning the ninth grade.

**“Gap Closing Targets” or “Closing Gap Targets”** means the reduction of academic disparities between groups of students especially for Focal Student Groups set forth in the Integrated Plan based on the February 2022 “Aligning for Student Success: Integrated Guidance for Six ODE Initiatives”.

**“Integrated Programs”** means the integration of the following nine programs: High School Success (HSS), Student Investment Account (SIA), Continuous Improvement Planning (CIP), Career and Technical Education-Perkins V (CTE), Every Day Matters (EDM), Early Indicators Intervention Systems (EIIS), Early Literacy School District Success Grants, Federal School Improvement (FSI) and Career Connected Learning. Together operationally, integrating these programs creates opportunities to improve outcomes and learning conditions for students and educators. Working within existing state statutes and administrative rules, Agency developed an Integrated Programs framework for success that meets the core purpose of each program while trying to create a stronger framework from which progress, long-term impact, and learning approach to monitoring and evaluation is a hallmark of high-performing educational systems. This work is informed through Integrated Guidance.

**“Integrated Plan”** means the Grantee’s approved biennial plan developed following the Integrated Guidance, which includes the SIA, which has a focus on increasing academic achievement by all students, reducing academic disparities for identified student groups, and meeting students’ mental and behavioral health needs in addition to other needs deemed important at each school, stated outcomes, strategies, and activities The Integrated Plan may only be adjusted with approval from ODE staff in order to align with the anticipated outcomes and approved by Agency.

**“Local Optional Metrics”** are optional metrics established in addition to the 5 common metrics that are designed to allow grantees to monitor progress connected to their outcomes.

**“Longitudinal Performance Growth Targets (LPGTs)”** means the required common metrics and optional locally defined metrics, including targets related to student mental and behavioral health needs, included in Grantee’s Integrated Plan.

**“Ninth-grade On-Track Rate”** has the meaning given in section 12(d) of the Act.

**“Progress Markers”** means sets of indicators set forth as a part of the Integrated Programs and Guidance that identify the kinds of changes the Agency expects to see in policies, practices and approaches that lead to Grantees reaching established LPGTs.

**“Regular Attendance Rate”** has the meaning given in section 12(f) of the Act.

**“SIA Account”** means the Student Investment Account established, pursuant to ORS 327.175, within the Fund for Student Success for the purpose of distributing grants under ORS 327.195.

**“Stretch Targets”** means significant improvement set forth in the Integrated Plan by the district in either: (i) raising academic achievement or (ii) reducing academic disparities and closing gaps, as further described in the December 2019 “Guidance for Eligible Applicants”.

**“Third-Grade Reading Proficiency Rate”** has the meaning given in section 12(g) of the Act.

### **SECTION III – PROJECT ACTIVITIES**

#### **Integrated Plan Implementation**

Agency will disburse Grant Funds for Allowable Project Costs that implement Grantee’s approved Integrated Plan during the Performance Period, in accordance with the allowable uses and activities described in the Act and as further detailed in the “Allowable Use of Grant Funds” section below.

#### **Allowable Use of Grant Funds**

Grantee must use the Grant Funds only for:

1. Increasing instructional time, which may include:
  - More hours or days of instructional time;
  - Summer programs;
  - Before-school or after-school programs; or
  - Technological investments that minimize class time used for student assessments.
2. Addressing students’ health or safety needs, which may include:
  - Social-emotional learning and development;
  - Student mental and behavioral health;
  - Improvements to teaching and learning practices or organizational structures that lead to better interpersonal relationships at the school;
  - Student health and wellness;
  - Trauma-informed practices;
  - School health professionals and assistants;
  - Facility improvements directly related to improving student health or safety.
3. Reducing class sizes, which may include:

- increasing the use of instructional assistants, by using evidence-based criteria to ensure appropriate student-teacher ratios or staff caseloads.
4. Expanding availability of and student participation in well-rounded learning experiences, which may include:
- Developmentally appropriate and culturally responsive early literacy practices and programs in prekindergarten through third grade;
  - Culturally responsive practices and programs in grades six through eight, including learning, counseling and student support that is connected to colleges and careers;
  - Broadened curricular options at all grade levels, including access to:
    - Art, music, and physical education classes;
    - Science, technology, engineering, and mathematics (STEM) education;
    - Career and technical education, including career and technical student organization programs;
    - Electives that are engaging to students;
    - Accelerated college credit programs, including dual credit programs, International Baccalaureate programs and advanced placement programs;
    - Dropout prevention programs and transition supports;
    - Life skills classes;
    - Talented and gifted programs;
    - Access to licensed educators with a library media endorsement

Administrative costs shall not exceed 5% or \$500,000 annually, whichever is less, of Grantee’s total expenditures. Administrative costs may include ongoing community engagement and costs associated with the administration of the grant.

**SECTION IV – REPORTING REQUIREMENTS**

Grantee must submit financial and performance progress reports for each fiscal year of the biennium, using templates provided by the Agency, according to the schedule below.

<b>Reporting Period</b>	<b>Due Date</b>	<b>Deliverable</b>
July 1 – September 30	<b>November 15</b>	Submit financial and performance progress report.
October 1 – December 31	<b>February 15</b>	Submit financial and performance progress report. Include board minutes showing the Financial Audit was presented at an open meeting with opportunity for public comment (not consent agenda) (ORS 327.201(1)(b)(B)).
January 1 – June 30	<b>August 15</b>	Submit financial report of expenditures AND Annual Report (narrative responses). The Annual Report must be presented to the governing board at an open meeting, with an opportunity for public comment (not on a consent agenda). Board minutes documenting the presentation must be submitted alongside the Annual Report. Grantee must post the Annual Report on its website and make it available at the main office, in accordance with ORS 327.201(1)(b)(A)-(B).

If the Performance Period begins prior to the Executed Date, any reports for Project activities shown in this Exhibit A as due prior to the Executed Date must be submitted to the Agency within 30 days of the Executed Date, if not already provided to Agency. Grantee will not be in default for failure to perform any reporting requirements prior to the Executed Date.

Grantee shall supply any related or additional reports and information as Agency may require.

The Agency will monitor and evaluate Grantee's progress toward Progress Markers and LPGTs described in Exhibit B, in accordance with ODE guidance and the monitoring provisions of this Grant.

### **SIA Grant Monitoring**

The Agency will monitor Grantee's performance under this Grant in person, video conferencing or by phone. Agency will provide written notice to Grantee, as provided in Section 19.4 of the Grant, at least 15 days in advance of Agency's monitoring activities and will schedule in person visits, video conferencing and phone calls.

A Grant monitoring visit or call may cover a variety of topics at Agency's discretion including but not limited to: Grantee's compliance with the SIA Account purposes; challenges faced by the Grantee in implementing its Plan; Integrated Plan outcomes; its budget and expenditure of moneys received from the SIA Account, Grantee's progress toward achieving its Progress Markers; financial reporting, any expenditure changes, and reconciliation of Grant Funds; or Grantee's training and technical assistance needs.

Before an on-site visit, the Agency will advise Grantee on how to prepare for the monitoring visit and financial reconciliation, the format for the visit, and which Grantee organizational leaders, staff or others should be involved in the visit. Once a date and time are confirmed, the Grantee should send a notification to its organizational leaders, staff, students and community partners who are expected to participate; identify a meeting location and prepare all necessary monitoring documents and data.

The department may establish a procedure for conducting performance audits on a random basis or based on just cause as allowed under rules adopted by the board. If Grantee does not use the Grant Funds for Allowable Project Costs, the Agency may exercise the remedies provided in Section 16 or 17 of this Grant, including, without limitation, deducting amounts from future disbursements of Grant Funds.

Each grant recipient must conduct a performance review at least once every four years in accordance with standards adopted in board rule (OAR 581-014-0013) to ensure accountability and continuous improvement of SIA-funded activities.

### **SECTION V – DISBURSEMENT**

#### **Disbursement of Grant Funds**

Agency will disburse the Grant Funds using its Electronic Grants Management System ("EGMS"), on a quarterly basis as outlined below:

Quarter	Disbursement Date	Quarterly Disbursement Amount/%
Q1	July 1, 2025	Variable projection (made available under prior agreement; <i>may differ from the projected 12.5%</i> )
Q2	October 1, 2025	True-Up / Adjustment to reconcile Q1 difference ( <i>ensures Q1 + Q2 equals 25% of TBA</i> )
Q3	January 1, 2026	12.5%
Q4	April 1, 2026	12.5%
Q5	July 1, 2026	12.5%
Q6	October 1, 2026	12.5%
Q7	January 1, 2027	12.5%
Q8	April 1, 2027	12.5%
2027-29 Q1	July 1, 2027	12.5% (Projected) of 2027-29 Biennium

**Disbursements outlined in the table above are subject to the following:**

1. If this Grant is not fully executed by October 1, the Agency will disburse the Grant Funds due for disbursement within 30 days of the Execution Date.
2. Disbursements will be made as advance payments, not reimbursements.
3. Q3 – Q8 disbursements are 12.5% of the TBA, plus any unclaimed amounts from the prior quarter disbursements.
4. Grantees are encouraged to draw down funds according to the schedule. **All funds for 2025-27 Q1 – Q8 must be drawn down and expended by June 30<sup>th</sup>, 2027.**
5. Any 2025-27 Grant Funds that are not expended by the Grantee by June 30, 2027 must be returned to Agency for deposit in the Student Investment Account.
6. Any 2027-29 Q1 Grant Funds that are not expended by the Grantee by June 30, 2029, must be returned to the Agency for deposit in the Student Investment Account.

**Allocation and Projections**

1. By April 30, 2027, Grantee shall submit to the Agency an Integrated Plan and Budget for subsequent biennium (2027-29). This Integrated Plan and Budget must describe how Grantee will utilize the Grant Funds allocated for 2027-29 Q1.
2. The amount of Grant Funds allocated for 2027-29 Q1 is based on projections for the continued implementation and sustainability of the approved Integrated Plan, anticipating ongoing efforts to achieve the established Progress Markers. These funds are intended to support continued activities and initiatives, ensuring continuity in programmatic efforts aimed at achieving the specified objectives.
3. The amount of Grant Funds allocated above for 2027-29 Q1 will be considered in determining the subsequent Q1 allocation in the next biennium (July 1, 2027 – June 30, 2029). Any differences between projected and actual Q1 disbursements will be reconciled in the Q2 disbursement to balance total funding across the biennium.
4. The utilization of 2027-29 Q1 funds allocated under this Agreement will be documented in the subsequent grant agreement, if executed, covering the 2027 – 2029 biennium.

## EXHIBIT B COMMON AND CUSTOMIZED PERFORMANCE FRAMEWORK SEASIDE SD 10

### SECTION I – PROGRESS MARKERS FOR 2025-2027 BIENNIUM

The Progress Markers outlined in this Exhibit B provide a framework for measuring the outcomes and activities described in Exhibit A. They support a developmental approach to evaluation, focusing on the types of changes that result from distinct investments. Grantees will provide updates toward these Progress Markers through the quarterly and annual reports. The fifteen Progress Markers below are organized into three categories: A ‘Start to See,’ B ‘Gaining Traction,’ and C ‘Profound Progress,’ representing advancement from early signs of progress to substantial and transformational changes.

- A. **“Start to See: Early Signs of Progress”** Based on your investments and activities, what changes or contributions are you noticing? What practices are improving?
- B. **“Gaining Traction: Intermediate Changes”** Based on your investments and activities, are you seeing any of these impacts?
- C. **“Profound Progress: Substantial and Significant Changes”** Based on your investments and activities, are any of these more transformational changes noticeable?

#### A. Start to See: Early Signs of Progress

1	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.
2	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.
3	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.
4	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.

#### B. Gaining Traction: Intermediate Changes

5	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.
6	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.

7	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.
8	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.
9	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.
10	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/extracurricular 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.

**C. Profound Progress: Substantial and Significant Changes**

11	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.
12	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.
13	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.
14	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 student's strengths and interests, to improve their practice and advance professional learning.
15	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.

**SECTION II – FINALIZED CO-DEVELOPED LPGTS**

The Longitudinal Performance Growth Targets (LPGTs) include baseline, stretch, and gap-closing targets for each of the common metrics. These targets center focal student groups while supporting public transparency and learning. Progress toward meeting these Longitudinal Performance Growth Targets will be included in the Annual Report. While all three types of targets are named in the Grant Agreement, ODE will review and consider when or if intervention is needed using only the Baseline and Gap-Closing Targets, in alignment with ODE guidance on target-setting and reporting practices.

Target Type	2025-26	2026-27	2027-28
<b>Four Year Cohort Graduation</b>			
Baseline Target: All Students	88.9%	92.0%	95.0%
Stretch Target: All Students	91.9%	94.0%	>95%
Gap-Closing Target: All Focal Group Students	85.9%	90.4%	95.0%
<b>Five Year Cohort Completion</b>			
Baseline Target: All Students	88.8%	91.9%	95.0%
Stretch Target: All Students	88.8%	91.9%	95.0%
Gap-Closing Target: All Focal Group Students	86.0%	90.5%	95.0%
<b>9th Grade on-Track</b>			
Baseline Target: All Students	80.2%	82.6%	85.0%
Stretch Target: All Students	86.2%	90.6%	95.0%
Gap-Closing Target: All Focal Group Students	77.8%	81.4%	85.0%
<b>3rd Grade ELA Proficiency</b>			
Baseline Target: All Students	44.4%	47.7%	50.0%
Stretch Target: All Students	56.4%	63.2%	70.0%
Gap-Closing Target: All Focal Group Students	33.5%	37.7%	42.0%
<b>Regular Attenders</b>			
Baseline Target: All Students	72.5%	73.7%	75.0%
Stretch Target: All Students	81.5%	85.7%	90.0%
Gap-Closing Target: All Focal Group Students	68.1%	71.5%	75.0%

**SECTION III – APPROVED LOCAL OPTIONAL METRICS (IF APPLICABLE)**

Local optional metrics are designed to allow grantees to set and monitor metrics connected to outcomes they have described in their Integrated Plan.

	2025-26	2026-27	2027-28
<b>Local Optional Metrics</b>			
<b>Baseline Target: All Students</b>			
<b>Stretch Target: All Students</b>			
<b>Gap-Closing Target: All Focal Group Students</b>			

## **EXHIBIT C INSURANCE**

### **INSURANCE REQUIREMENTS**

Grantee/Recipient shall obtain at Grantee/Recipient's expense the insurance specified in this Exhibit C prior to performing under this Contract. Grantee/Recipient shall maintain such insurance in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Grantee/Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Grantee/Recipient shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Grantee/Recipient maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Grantee/Recipient.

### **WORKERS' COMPENSATION & EMPLOYERS' LIABILITY**

All employers, including Grantee/Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee/Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Grantee/Recipient is a subject employer, as defined in ORS 656.023, Grantee/Recipient shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident.

If Grantee/Recipient is an employer subject to any other state's workers' compensation law, Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Grantee/Recipient/Recipient shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

### **COMMERCIAL GENERAL LIABILITY**

Grantee/Recipient shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and not less than \$2,000,000 annual aggregate limit.

### **AUTOMOBILE LIABILITY INSURANCE**

**Required**  **Not required**

Grantee/Recipient shall provide Automobile Liability Insurance covering Grantee/Recipient's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and

Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

**PROFESSIONAL LIABILITY**

**Required**  **Not required**

Grantee/Recipient shall provide Professional Liability covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Grantee/Recipient and Grantee/Recipient’s subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim and not less than \$2,000,000 annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Grantee/Recipient shall provide Continuous Claims Made coverage as stated below.

**EXCESS/UMBRELLA INSURANCE**

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and umbrella or excess policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The umbrella or excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.

If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance.

**ADDITIONAL INSURED**

All liability insurance, except for Workers’ Compensation, Professional Liability, Pollution Liability and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Grantee/Recipient’s activities to be performed under this contract. Coverage shall be primary and non-contributory with any other activities to be performed under this Grant.

Regarding Additional Insured status under the General Liability policy, we require additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee/Recipient’s activities to be performed under this Contract. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

**WAIVER OF SUBROGATION**

Grantee waives, and must require its first tier contractors and subgrantees waive, rights of subrogation which Grantee, Grantee’s first tier contractors and subgrantees, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain, and require its first tier contractors and subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee’s insurer(s).

**CONTINUOUS CLAIMS MADE COVERAGE**

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Grantee/Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant Agreement, for a minimum of 24 months following the later of:

1. Grantee/Recipient’s completion and Agency’s acceptance of all Services required under the Contract,  
or
2. Agency or Grantee/Recipient termination of this Contract, or
3. The expiration of all warranty periods provided under this Contract.

**CERTIFICATE(S) AND PROOF OF INSURANCE**

Grantee/Recipient shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

**NOTICE OF CHANGE OR CANCELLATION**

The Grantee/Recipient or its insurer must provide at least 30 days’ written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**INSURANCE REQUIREMENT REVIEW**

Grantee/Recipient agrees to periodic review of insurance requirements by Agency under this Contract and to provide updated requirements as mutually agreed upon by Grantee/Recipient and Agency.

**STATE ACCEPTANCE**

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee/Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency’s representatives responsible for verification of the insurance coverages required under this Exhibit C.

**Additional Coverages That May Apply:**

**DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:**

**Required**    **Not required**

Grantee/Recipient shall provide **Directors, Officers and Organization** insurance covering the Grantee/Recipient’s Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of use of grant funds and donor contributions which includes state or federal funds - with a combined single limit of not less than \$1,000,000 per claim.

**PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:**

**Required**    **Not required**

Grantee/Recipient shall provide Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State covering damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Grantee/Recipient is responsible including but not limited to Grantee/Recipient and Grantee/Recipient's employees and volunteers. Policy endorsement's definition of an insured shall include the Grantee/Recipient, and the Grantee/Recipient's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and not less than \$3,000,000 annual aggregate. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

# OSBA Board of Directors CANDIDATE QUESTIONNAIRE

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

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

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

City/Zip: \_\_\_\_\_

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

Residence phone: \_\_\_\_\_

Cell phone: \_\_\_\_\_

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

District/ESD/CC: \_\_\_\_\_

Term expires: \_\_\_\_\_ Years on board: \_\_\_\_\_

Region: \_\_\_\_\_

Position #: \_\_\_\_\_

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

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

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

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

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



# OSBA Board of Directors

## CANDIDATE PERSONAL/PROFESSIONAL RESUME

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

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

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

Employers:

Dates:

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

High school:

College:

Degrees earned:

**Education honors and/or awards:**

**Other applicable training or education:**

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

**Hobbies/special interests:**

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

**Additional comments:**

# OSBA Legislative Policy Committee CANDIDATE QUESTIONNAIRE

Name: Sondra Gomez

Date: 09/05/2025

Address: 718 4th Ave

City/Zip: Seaside, 97138

Business phone: 971-395-0278

Residence phone: \_\_\_\_\_

Cell phone: 503-440-8886

E-mail: sgomez@seasidek12.org

District/ESD/CC: District 10

Term expires: May 2027 Years on board: 6

Region: Zone 5



Position #: 1

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

Sondra Gomez

9/5/25

Name

Date

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

1. What do you want to accomplish by serving on the Legislative Policy Committee (LPC)?

Over the past three years, I've appreciated the opportunity to learn more about how policy is shaped at the state level and how those decisions impact local districts. This year, my goal is to continue building my understanding while bringing more information back to my board. I hope to represent our community's perspective, listen and learn from others across the state, and contribute to thoughtful conversations that keep student needs at the center and lead to action

2. What leadership skills do you bring to the LPC? Give an example of a situation in which you demonstrated these skills.

I bring collaboration, communication, and problem-solving skills, along with over five years of management experience. On the Seaside School District Policy Committee, I've helped review and update policies to align with board priorities and state requirements. This has meant balancing perspectives, asking clarifying questions, and supporting the board in making informed decisions while keeping students and community needs at the center.

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

I see two major challenges: maintaining stable school funding in the face of economic uncertainty, and addressing the rising demands on schools without corresponding resources. Beyond workforce shortages, districts are being asked to do more in areas like student mental health and safety — areas that require both staffing and sustainable funding. These challenges make advocacy and collaboration more important than ever.

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

In our region, one challenge is improving student achievement. Graduation rates are fairly steady and can always be improved, but test scores in areas like math and reading remain low. Another challenge is keeping school funding stable and equitable, especially as costs rise and smaller districts face more pressure.

5. What is your plan for communicating with boards in your region about legislative issues?

I plan to share regular updates and resources from the LPC with boards in my region as appropriate and make myself available for questions or feedback. I will also partner with my regional colleague, use regional meetings to gather and share information, and connect directly with the boards I represent through email, in-person opportunities, or phone calls if permitted.

**Email to [elections@osba.org](mailto:elections@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 Legislative Policy Committee

## CANDIDATE PERSONAL/PROFESSIONAL RESUME

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

Legislative policy committee member

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

Policy committee and community stakeholders committee.

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

Employers:

Self-employed seamstress

Building Operations Manager

Dates:

2018-present

2024-present

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

High school: Alvord High School, Riverside, CA

College: American Intercontinental University, California State University of San Bernardino, Portland Community College

Degrees earned: BFA-Fashion Design-2002, BA- Painting-2010, AAS- Interior Design-2024

**Education honors and/or awards:**

**Other applicable training or education:**

Americorps service

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

**Hobbies/special interests:**

Anything creative, listening to live music, shooting hoops

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

**Additional comments:**

Last Name	First Name	I live and am registered to vote within Seaside School district boundaries (this is a requirement to serve on the Budget Committee).	Have you ever been employed by a school or other educational institution? If yes, please describe.	Have you ever served on the Seaside School District Budget Committee, or any other school district budget committee?	Please tell us why you are interested in serving on the Seaside School District Budget Committee.	Please tell us about any pertinent experience you have that you feel makes you well suited to serving on a budget committee.	I attest that I am willing to serve a three-year term as a member of the Seaside School District Budget Committee and to adhere to the policies of the district.	If I am appointed to the Budget Committee, I will make it a priority to attend all meetings.
York	Penny	Yes	Linn-Benton Community College. Others in California.	Yes	I like to bring a community perspective to discussions about financial priorities.	I have served on several budget committees: Corvallis SD, as a community member; Linn Benton Lincoln ESD, as a board of Ed member; City of Corvallis, as a councilor; Benton County, community member; Linn-Benton Community College; board of Ed member. I spent my career (retired now) working in community colleges in California and Oregon. First as a counselor, and then as a an administrator. I also served on several nonprofit boards.	Yes	Yes
Carney	Alex	Yes	I worked part time at Seaside school district during 2023.	No	I am interested to support the school district through my experience in business and as a passionate advocate of multiculturalism.	I have over 20 years experience in business, managing budgets, business development, as well as years serving Consejo Hispano as Interim Executive Director, Board Member, and Treasurer.	Yes	Yes
Ward	Rachel	Yes	No	No	I would like to be involved with and understand our districts budgeting. I would also like to volunteer my time and experience to benefit the district and students.	I have a BS in small city AND rural county management where I was introduced to managing budgets on various levels in the government. I also co-founded and ran an international non profit for 10 years where I developed budgets for different projects.	Yes	Yes
Lacaze	Katherine	Yes	Yes, I'm currently contracted with the Astoria School District as their theater director. I'm paid a stipend to direct two shows per year and do theater-related education with students (the equivalent of a coaching position)	No	I'm a strong proponent of public education and I have the utmost respect for educators, certified staff, administrators, and all employees who tirelessly serve our children. I think public education may be the most important part of a democratic society. As a community member, I feel like it's important for me to support my local school district in any way that I can, and I find this an appealing opportunity. I imagine budgeting is a complex process. I'm eager to learn more, to provide insight as community member and parent, and to do my due diligence as a committee member to ensure public funds are being optimized within our public school system.	I've served on numerous nonprofit boards, and I work for a nonprofit organization. While a public institution like a school district is quite different, both experiences have enabled me to learn more about large-scale budgeting, different types of funding sources, how funds might be restricted for certain purposes, etc. I have experience sifting through massive amounts of data, pulling out important pieces, and synthesizing research to identify themes and trends. I have a good work ethic, I like to do research and stay up to date with current legislation, especially as it might impact the appropriation of funds. I am also a member of the newly developed Equity Advisory Committee, and I think I could be a good liaison to share important feedback and perspectives from that group with the other budget committee members and our school board. I highly value equity in the public-school space and will be a strong advocate for it.	Yes	Yes

Member of the SSDEducational Equity Committee
No
No
No
Yes

GIFT APPROVAL

Donor: Rack Room Shoes

Proposed Gift: new shoes

Value: \$5119.45

To Site/School: Pacific Ridge Elementary

Location on Site: N/A

Safety Concerns: none

Related Cost

Installation:

Plumbing \_\_\_\_\_

Electrical \_\_\_\_\_

Storage \_\_\_\_\_

Structural \_\_\_\_\_

Operation:

Electricity \_\_\_\_\_

Water \_\_\_\_\_

Manpower \_\_\_\_\_

Serial # \_\_\_\_\_ Model \_\_\_\_\_ Make \_\_\_\_\_

J. Wagnat  
Building Administrator

10/24/25

Andrew Perrod  
Superintendent

10/27/25

\_\_\_\_\_  
School Board Action

# OSBA Model Sample Policy

**Recommend to: ADOPT**

Code: EHB-AR  
Revised/Reviewed:

## Cybersecurity

*{Optional AR.}*

Throughout its lifecycle, an information system that stores, processes or transmits district data shall be protected in a manner that is considered reasonable and appropriate, as defined in documentation approved and maintained by the ~~{Information-Technology Services Department}~~, given the level of sensitivity, value and criticality that the district data has to the district.

Individuals who are authorized to access district data shall adhere to the appropriate Roles and Responsibilities, as defined in this administrative regulation.

### Roles and Responsibilities

“Designated Information Security Officer (ISO)” means an employee designated by the superintendent to oversee the information security program. The ISO will be a senior-level employee in the district. The responsibilities of the ISO include the following:

1. Developing and implementing a district-wide information security program;
2. Documenting and disseminating information security policies and procedures;
3. Coordinating the development and implementation of required information security training and awareness program for staff and administrators;
4. Coordinating a response to actual or suspected breaches in the confidentiality, integrity or availability of district data and following statutory requirements;
5. Implement Multi-Factor Authentication (MFA) for logins~~;~~ and~~{;}~~
6. ~~{Implementing an IT security audit.}~~

“Data owner” means a management-level employee of the district who oversees the lifecycle of one or more sets of district data. Responsibilities of a data owner include the following:

1. Assigning an appropriate classification to district data;
2. Determining the appropriate criteria for obtaining access to district data;
3. Ensuring that data custodians implement reasonable and appropriate security controls to protect the confidentiality, integrity and availability of district data;
4. Understanding and approving how district data is stored, processed, and transmitted by the district and by third-party agents of the district; and

5. Understanding how district data is governed by district policies, state and federal regulations, contracts and other legal binding agreements.

“Data custodian” means an employee of the ~~Information~~ Technology Services Department] who has administrative and/or operational responsibility over district data. In many cases, there will be multiple data custodians. A data custodian is responsible for the following:

1. Understanding and reporting on how district data is stored, processed and transmitted by the district and by third-party agents of the district;
2. Implementing appropriate physical and technical safeguards to protect the confidentiality, integrity and availability of district data;
3. Documenting and disseminating administrative and operational procedures to ensure consistent storage, processing and transmission of district data;
4. Provisioning and deprovisioning access to district data as authorized by the data owner;
5. Understanding and reporting on security risks and how they impact the confidentiality, integrity and availability of district data;
6. Back up data daily; and
7. Force email and domain passwords to expire at least annually.

“User,” for the purpose of information security, means any employee, contractor or third-party agent of the district who is authorized to access District Information Systems and/or district data. A user is responsible for the following:

1. Adhering to policies, guidelines and procedures pertaining to the protection of district data;
2. Reporting actual or suspected vulnerabilities in the confidentiality, integrity or availability of district data to a manager or the ~~Information~~ Technology Services Department]; and
3. Reporting actual or suspected breaches in the confidentiality, integrity or availability of district data to the ~~Information~~ Technology Services Department].

### **Classification of Information**

Data classification, in the context of information security, is the classification of data based on its level of sensitivity and the impact to the district should that data be disclosed, altered or destroyed without authorization. The classification of data helps determine what baseline security controls are appropriate for safeguarding that data. All district data should be classified into one of three sensitivity levels or classifications: confidential, sensitive and public. In some cases, data could fall into multiple categories, i.e., salaries.

Data should be classified as confidential when the unauthorized disclosure, alteration, or destruction of that data could cause a significant level of risk to the district or its affiliates. Examples of confidential data include data protected by state or federal privacy regulations and data protected by confidentiality

agreements. The highest level of security controls should be applied to confidential data. Examples: student data, evaluation and disciplinary records.<sup>1</sup>

Data should be classified as sensitive when the unauthorized disclosure, alteration or destruction of that data could result in a moderate level of risk to the district or its affiliates. By default, all district data that is not explicitly classified as confidential or public data should be treated as sensitive data. A reasonable level of security controls should be applied to sensitiveprivate data. Examples: salaries and staff personal contact information.

Data classified as sensitive may be disclosable as public record under Oregon Revised Statute (ORS) Chapter 192. However, the sensitivity level of the data can warrant the assigned data classification and associated safeguard security controls.

Data should be classified as public when the unauthorized disclosure, alteration or destruction of that data would result in little or no risk to the district and its affiliates. Examples of public data include information intended for broad use within the district community at large or for public use. While little or no controls are required to protect the confidentiality of public data, some level of control is required to prevent unauthorized modification or destruction of public data. Examples: board minutes and policies.

*{Examples may vary based on the needs of the district.}*

## **Online Services and Applications**

District employees are encouraged to research online services or applications to support the pursuit of district objectives. However, district employees are prohibited from installing or using applications, programs or other software, or online systems/websites that store, collect or share confidential or sensitive data, until the ISO approves the vendor and software or service. Before approving the use or purchase of any such software or online service, the ISO, or designee, shall verify that it meets the requirements of all applicable laws, regulations and board policies, and that it appropriately protects district data. This prior approval is required whether or not the software or online service is obtained or used without charge.

## **Implementation**

The ~~[Information-Technology Services Department]~~ is directed to develop operating policies, standards, baselines, guidelines and procedures for the implementation of this administrative regulations to include, but not limited to, addressing data encryption, logical access control, physical access control, vulnerability management, risk management and security logging and monitoring.

## **Violations of Policy and Misuse of Information**

Violations of this administrative regulation include, but are not limited to: accessing information to which the individual has no legitimate right; enabling unauthorized individuals to access information; disclosing information in a way that violates applicable policy, procedure or other relevant regulations or laws; inappropriately modifying or destroying information; inadequately protecting information; or ignoring the

---

<sup>1</sup> These examples are for IT purposes and may not be consistent with record request and disclosure requirements.

explicit requirements of data owners for the proper management, use and protection of information resources.

Violations may result in disciplinary action in accordance with district policies, procedures and/or applicable laws. Sanctions may include one or more of the following:

1. Suspension or termination of access;
2. Disciplinary action up to and including dismissal; and
3. Civil or criminal penalties.

Employees are ~~encouraged~~ to report suspected violations of this administrative regulation to the ~~Technology Supervisor~~ or to the appropriate data owner. Reports of violations are considered sensitive information until otherwise designated.

# Seaside School District 10

**Recommend to: REVISE**

Code: IGBAB/JO-AR  
Adopted: 11/20/12  
Revised/Readopted: 1/19/21  
Orig. Code: IGBAB/JO-AR

## Education Records/Records of Students with Disabilities Management

### 1. Student Education Record

Student education records are those records that are directly related to a student and maintained by the district, or by a party acting for the district; however, this does not include the following:

- a. Records of instructional, supervisory and administrative personnel and educational personnel ancillary to those persons that are kept in the sole possession of the maker of the record, used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record;
- b. Records of the law enforcement unit of the district subject to the provisions of Oregon Administrative Rule (OAR) 581-021-0225;
- c. Records relating to an individual who is employed by the district that are made and maintained in the normal course of business, which relate exclusively to the individual in that individual's capacity as an employee and that are not available for use for any other purpose. Records relating to an individual in attendance at the district who is employed as a result of his/her status as a student, are education records and are not excepted under this section;
- d. Records on a student who is 18 years of age or older, or is attending an institution of post-secondary education, that are:
  - (1) Made or maintained by a physician, psychiatrist, psychologist or other recognized professional or paraprofessional acting in their professional capacity or assisting in a paraprofessional capacity;
  - (2) Made, maintained or used only in connection with treatment of the student; and
  - (3) Disclosed only to individuals providing the treatment. For purposes of this definition, "treatment" does not include remedial educational activities or activities that are part of the program of instruction at the district.
- e. Records that only contain information relating to activities in which an individual engaged after the person is no longer a student at the district;
- f. Medical or nursing records which are made or maintained separately and solely by a licensed health-care professional who is not employed by the district, and which are not used for education purposes or planning.

The district shall keep and maintain a permanent record on each student which includes the:

- a. Name and address of educational agency or institution;
- b. Full legal name of the student;
- c. Student's birth date ~~and place of birth~~;
- d. Names of parents/guardians;

- e. Date of entry into the school;
- f. Name of school previously attended;
- g. Courses of study and marks received;
- h. Data documenting a student's progress toward achievement of state standards and must include a student's Oregon State Assessment results;
- i. Credits earned;
- j. Attendance; and
- k. Date of withdrawal from school; and
- l. ~~Such additional information as the district may prescribe.~~

The district may ~~also~~ request the social security number of the student ~~and will include the social security number on the permanent record only if the eligible student or parent complies with the request.~~ The request shall include notification to the eligible student or the student's parent(s) that the provision of the social security number is voluntary and notification of the purpose for which the social security number will be used.

The district shall retain permanent records in a minimum one-hour fire-safe place in the district, or keep a duplicate copy of the permanent records in a safe depository in another district location.

## 2. Confidentiality of Student Records

- a. The district shall keep confidential any record maintained on a student in accordance with OAR 581-021-0220 through 581-021-0430.
- b. Each district shall protect the confidentiality of personally identifiable information at collection, storage, disclosure and destruction stages.
- c. Each district shall identify one official to assume responsibility for ensuring the confidentiality of any personally identifiable information.
- d. All persons collecting or using personally identifiable information shall receive training or instruction on state policies and procedures.

## 3. Rights of Parents and Eligible Students

The district shall annually notify parents and eligible students through the district student/parent handbook or any other means that are reasonably likely to inform the parents or eligible students of their rights. This notification shall state that the parent(s) or an eligible student has a right to:

- a. Inspect and review the student's education records;
- b. Request the amendment of the student's education records to ensure that they are not inaccurate, misleading or otherwise in violation of the student's privacy or other rights;
- c. Consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that the applicable state or federal law authorizes disclosure without consent;
- d. Pursuant to OAR 581-021-0410, file with the Family Policy Compliance Office, United States Department of Education a complaint under 34 C.F.R. § 99.64 concerning alleged failures by the district to comply with the requirements of federal law; and
- e. Obtain a copy of the district policy with regard to student education records.

The notification shall also inform parents or eligible students that the district forwards education records requested under OAR 581-021-0255. The notification shall also indicate where copies of the district policy are located and how copies may be obtained.

If the eligible student or the student's parent(s) has a primary or home language other than English, or has a disability, the district shall provide effective notice.

These rights shall be given to either parent unless the district has been provided with specific written evidence there is a court order, state statute or legally binding document relating to such matters as divorce, separation or custody that specifically revokes these rights.

When a student becomes an eligible student, which is defined as a student who has reached 18 years of age or is attending only an institution of post-secondary education and is not enrolled in a secondary school, the rights accorded to, and the consent required of, the parents transfer from the parents to the student. Nothing prevents the district from giving students rights in addition to those given to parents.

#### 4. Parent's or Eligible Student's Right to Inspect and Review

The district shall permit an eligible student or student's parent(s) or a representative of a parent or eligible student, if authorized in writing by the eligible student or student's parent(s), to inspect and review the education records of the student, unless the education records of a student contain information on more than one student. In that case the eligible student or student's parent(s) may inspect, review or be informed of only the specific information about the student.

The district shall comply with a request for access to records:

- a. Within a reasonable period of time and without unnecessary delay;
- b. For children with disabilities before any meeting regarding an individualized education program (IEP), or any due process hearing, or any resolution session related to a due process hearing;
- c. In no case more than 45 days after it has received the request.

The district shall respond to reasonable requests for explanations and interpretations of the student's education record.

The parent(s) or an eligible student shall comply with the following procedure to inspect and review a student's education record:

- a. Provide a written, dated request to inspect a student's education record; and
- b. State the specific reason for requesting the inspection.

The written request will be permanently added to the student's education record.

The district shall not destroy any education record if there is an outstanding request to inspect and review the education record.

While the district is not required to give an eligible student or student's parent(s) access to treatment records under the definition of "education records" in OAR 581-021-0220(6)(b)(D), the eligible

student or student's parent(s) may, at his/her expense, have those records reviewed by a physician or other appropriate professional of his/her choice.

If an eligible student or student's parent(s) so requests, the district shall give the eligible student or student's parent(s) a copy of the student's education record. The district may recover a fee for providing a copy of the record, but only for the actual costs of reproducing the record unless the imposition of a fee effectively prevents a parent or eligible student from exercising the right to inspect and review the student's educational records. The district may not charge a fee to search for or to retrieve the education records of a student.

The district shall not provide the eligible student or student's parent(s) with a copy of test protocols, test questions and answers and other documents described in Oregon Revised Statutes (ORS) 192.345(4) unless authorized by federal law.

The district will maintain a list of the types and locations of education records maintained by the district and the titles and addresses of officials responsible for the records.

Student' education records will be maintained at the school building at which the student is in attendance except for special education records which may be located at another designated location within the district. The administrator/principal or designee shall be the person responsible for maintaining and releasing the education records.

#### 5. Release of Personally Identifiable Information

Personally identifiable information shall not be released without prior written consent of the eligible student or student's parent(s) except in the following cases:

- a. The disclosure is to other school officials, including teachers, within the district who have a legitimate educational interest.

As used in this section, "legitimate educational interest" means a district official employed by the district as an administrator, supervisor, instructor or staff support member; a person serving on a school board who needs to review an educational record in order to fulfill his or her professional responsibilities, as delineated by their job description, contract or conditions of employment. Contractors, consultants, volunteers or other parties to whom an agency or institution has outsourced institutional services or functions may be considered a school official provided that party performs an institutional service or function for which the district would otherwise use employees, is under the direct control of the district with respect to the use and maintenance of education records, and is subject to district policies concerning the redisclosure of personally identifiable information.

The district shall maintain, for public inspection, a listing of the names and positions of individuals within the district who have access to personally identifiable information with respect to students with disabilities.

- b. The disclosure is to officials of another school within the district;
- c. The disclosure is to authorized representatives of:

The U.S. Comptroller General, U.S. Attorney General, U.S. Secretary of Education or state and local education authorities or the Oregon Secretary of State Audits Division in connection with an audit or evaluation of federal or state-supported education programs, or the enforcement of or compliance with federal or state-supported education programs, or the enforcement of or compliance with federal or state regulations.

- d. The disclosure is in connection with financial aid for which the student has applied or which the student has received, if the information is necessary for such purposes as to:
- (1) Determine eligibility for the aid;
  - (2) Determine the amount of the aid;
  - (3) Determine the conditions for the aid; or
  - (4) Enforce the terms and condition of the aid.

As used in this section “financial aid” means any payment of funds provided to an individual that is conditioned on the individual’s attendance at an educational agency or institution.

- e. The disclosure is to organizations conducting studies for, or on behalf of, the district to:
- (1) Develop, validate or administer predictive tests;
  - (2) Administer student aid programs; or
  - (3) Improve instruction.

The district may disclose information under this section only if disclosure is to an official listed in paragraph (c) above and who enters into a written agreement with the district that:

- (1) Specifies the purpose, scope and duration of the study and the information to be disclosed;
- (2) Limits the organization to using the personally identifiable information only for the purpose of the study;
- (3) The study is conducted in a manner that does not permit personal identification of parents or students by individuals other than representatives of the organization; and
- (4) The information is destroyed when no longer needed for the purposes for which the study was conducted.

For purposes of this section, the term “organization” includes, but is not limited to, federal, state and local agencies, and independent organizations.

- f. The district may disclose information under this section only if the disclosure is to an official listed in paragraph (c) above who is conducting an audit related to the enforcement of or compliance with federal or state legal requirements and who enters into a written agreement with the district that:
- (1) Designates the individual or entity as an authorized representative;
  - (2) Specifies the personally identifiable information being disclosed;
  - (3) Specifies the personally identifiable information being disclosed in the furtherance of an audit, evaluation or enforcement or compliance activity of the federal or state -supported education programs;

- (4) Describes the activity with sufficient specificity to make clear it falls within the audit or evaluation exception; this must include a description of how the personally identifiable information will be used;
  - (5) Requires information to be destroyed when no longer needed for the purpose for which the study was conducted;
  - (6) Identifies the time period in which the personally identifiable information must be destroyed; and
  - (7) Establishes policies and procedures which are consistent with Family Education Rights and Privacy Act (FERPA) and other federal and state confidentiality and privacy provisions to insure the protection of the personally identifiable information from further disclosure and unauthorized use.
- g. The disclosure is to accrediting organizations to carry out their accrediting functions;
  - h. The disclosure is to comply with a judicial order or lawfully issued subpoena. The district may disclose information under this section only if the district makes a reasonable effort to notify the eligible student or student's parent(s) of the order or subpoena in advance of compliance, unless an order or subpoena of a federal court or agency prohibits notification to the parent(s) or student;
  - i. The disclosure is to comply with a judicial order or lawfully issued subpoena when the parent is a party to a court proceeding involving child abuse and neglect or dependency matters;
  - j. The disclosure is to the parent(s) of a dependent student, as defined in Section 152 of the Internal Revenue Code of 1986;
  - k. The disclosure is in connection with a health or safety emergency. The district shall disclose personally identifiable information from an education record to law enforcement, child protective services and healthcare professionals, and other appropriate parties in connection with a health and safety emergency if knowledge of the information is necessary to protect the health and safety of the student or other individuals. If the district determines that there is an articulable and significant threat, the district will document the information available at that time of determination and the rationale basis for the determination for the disclosure of the information from the educational records.

In making a determination whether a disclosure may be made under the health or safety emergency, the district may take into account the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. As used in this section a "health or safety emergency" includes, but is not limited to, law enforcement efforts to locate a child who may be a victim of kidnap, abduction or custodial interference and law enforcement or child protective services efforts to respond to a report of child abuse or neglect pursuant to applicable state law, or other such reasons that the district may in good faith determine a health or safety emergency;

- l. The disclosure is information the district has designated as "directory information" (See Board policy JOA – Directory Information);
- m. The disclosure is to the parent(s) of a student who is not an eligible student or to an eligible student;
- n. The disclosure is to officials of another school, school system, institution of post-secondary education, an education service district (ESD), state regional program or other educational agency that has requested the records and in which the student seeks or intends to enroll or is enrolled or in which the student receives services. The term "receives services" includes, but is

- not limited to, an evaluation or reevaluation for purposes of determining whether a student has a disability;
- o. The disclosure is to the Board during an executive session pursuant to ORS 332.061;
  - p. The disclosure is to a caseworker or other representative, who has the right to access the student's case plan, of a state or local child welfare agency or tribal organization that are legally responsible for the care and protection of the student, provided the personally identifiable information will not be disclosed unless allowed by law.

The district will use reasonable methods to identify and authenticate the identity of the parents, students, school officials, and any other parties to whom the district discloses personally identifiable information from educational records.

## 6. Record-Keeping Requirements

The district shall maintain a record of each request for access to and each disclosure of personally identifiable information from the education records of each student. Exceptions to the record-keeping requirements shall include the parent, eligible student, school official or an assistant responsible for custody of the records and parties authorized by state and federal law for auditing purposes. The district shall maintain the record with the education records of the student as long as the records are maintained. For each request or disclosure the record must include:

- a. The party or parties who have requested or received personally identifiable information from the education records; and
- b. The legitimate interests the parties had in requesting or obtaining the information.

The following parties may inspect the record of request for access and disclosure to a student's personally identifiable information:

- a. The parent(s) or an eligible student;
- b. The school official or an assistant who are responsible for the custody of the records;
- c. Those parties authorized by state or federal law for purposes of auditing the record-keeping procedures of the district.

## 7. Request for Amendment of Student's Education Record

If an eligible student or student's parent(s) believes the education records relating to the student contain information that is inaccurate, misleading or in violation of the student's rights of privacy or other rights, they may ask the building level principal where the record is maintained to amend the record.

The principal shall decide, after consulting with the necessary staff, whether to amend the record as requested within a reasonable time after the request to amend has been made.

The request to amend the student's education record shall become a permanent part of the student's education record.

If the principal decides not to amend the record as requested, the eligible student or the student's parent(s) shall be informed of the decision and of a right to appeal the decision by requesting a hearing.

## 8. Hearing Rights of Parents or Eligible Students

If the building level principal decides not to amend the education record of a student as requested by the eligible student or the student's parent(s), the eligible student or student's parent(s) may request a formal hearing for the purpose of challenging information in the education record as inaccurate, misleading or in violation of the privacy or other rights of the student. The district shall appoint a hearings officer to conduct the formal hearing requested by the eligible student or student's parent. The hearing may be conducted by any individual, including an official of the district, who does not have a direct interest in the outcome of the hearing. The hearings officer will establish a date, time and location for the hearing, and give the student's parent or eligible student notice of date, time and location reasonably in advance of the hearing. The hearing will be held within 10 working days of receiving the written or verbal request for the hearing.

The hearings officer will convene and preside over a hearing panel consisting of:

- a. The principal or designee;
- b. A member chosen by the eligible student or student's parent(s); and
- c. A disinterested, qualified third party appointed by the superintendent.

The parent or eligible student may, at own expense, be assisted or represented by one or more individuals of his/her own choice, including an attorney. The hearing shall be private. Persons other than the student, parent, witnesses and counsel shall not be admitted. The hearings officer shall preside over the panel. The panel will hear evidence from the school staff and the eligible student or student's parent(s) to determine the point(s) of disagreement concerning the records. Confidential conversations between a licensed employee or district counselor and a student shall not be part of the records hearing procedure. The eligible student or student's parent(s) has the right to insert written comments or explanations into the record regarding the disputed material. Such inserts shall remain in the education record as long as the education record or a contested portion is maintained and exists. The panel shall make a determination after hearing the evidence and make its recommendation in writing within 10 working days following the close of the hearing. The panel will make a determination based solely on the evidence presented at the hearing and will include a summary of the evidence and the reason for the decision. The findings of the panel shall be rendered in writing not more than 10 working days following the close of the hearing and submitted to all parties.

If, as a result of the hearing, the panel decides that the information in the education record is not inaccurate, misleading or otherwise in violation of the privacy or other rights of the student, it shall inform the eligible student or the student's parent(s) of the right to place a statement in the record commenting on the contested information in the record or stating why he/she disagrees with the decision of the panel. If a statement is placed in an education record, the district will ensure that the statement:

- a. Is maintained as part of the student's records as long as the record or contested portion is maintained by the district; and
- b. Is disclosed by the district to any party to whom the student's records or the contested portion are disclosed.

If, as a result of the hearing, the panel decides that the information is inaccurate, misleading or otherwise in violation of the privacy or other rights of the student, it shall:

- a. Amend the record accordingly; and
- b. Inform the eligible student or the student's parent(s) of the amendment in writing.

9. Duties and Responsibilities When Requesting Education Records

The district shall, within 10 days of a student seeking initial enrollment in or services from the district, notify the public or private school, ESD, institution, agency or detention facility or youth care center in which the student was formerly enrolled, and shall request the student's education records.

10. Duties and Responsibilities When Transferring Education Records

The district shall transfer originals of all requested student education records, including any ESD records, relating to the particular student to the new educational agency when a request to transfer the education records is made to the district. The transfer shall be made no later than 10 days after receipt of the request. For students in substitute care programs, the transfer must take place within five days of a request. Readable copies of the following documents shall be retained:

- a. The student's permanent records, for one year;
- b. Such special education records as are necessary to document compliance with state and federal audits, for five years after the end of the school year in which the original was created. In the case of records documenting speech pathology and physical therapy services, until the student reaches age 21 or 5 years after last seen, whichever is longer.

Note: Education records shall not be withheld for student fees, fines and charges if requested in circumstances described in ORS 326.575 and applicable rules of the State Board of Education or such records are requested for use in the appropriate placement of a student.

### **Disclosure Statement**

Required for use in collecting personally identifiable information  
related to social security numbers.

On any form that requests the social security number (SSN), the following statement shall appear just above the space for the SSN:

“Providing your social security number (SSN) is voluntary. If you provide it, the district will use your SSN for record-keeping, research, and reporting purposes only. The district will not use your SSN to make any decision directly affecting you or any other person. Your SSN will not be given to the general public. If you choose not to provide your SSN, you will not be denied any rights as a student. Please read the statement on the back of this form that describes how your SSN will be used. Providing your SSN means that you consent to the use of your SSN in the manner described.”

On the back of the same form, or attached to it, the following statement shall appear:

“OAR 581-021-0250 (1)(j) authorizes districts to ask you to provide your social security number (SSN). The SSN will be used by the district for reporting, research and record keeping. Your SSN will also be provided to the Oregon Department of Education. The Oregon Department of Education gathers information about students and programs to meet state and federal statistical reporting requirements. It also helps districts and the state research, plan and develop educational programs. This information supports the evaluation of educational programs and student success in the workplace.”

The district and Oregon Department of Education may also match your SSN with records from other agencies as follows:

The Oregon Department of Education uses information gathered from the Oregon Employment Division to learn about education, training and job market trends. The information is also used for planning, research and program improvement.

State and private universities, colleges, community colleges and vocational schools use the information to find out how many students go on with their education and their level of success.

Other state agencies use the information to help state and local agencies plan educational and training services to help Oregon citizens get the best jobs available.

Your SSN will be used only for statistical purposes as listed above. State and federal law protects the privacy of your records.

# Seaside School District 10

Recommend to: **REVISE**

Code: IIA-AR(1)  
Revised/Reviewed: 5/17/22; 9/16/25

## Instructional Materials

### Core Instructional Materials<sup>1</sup>

The Board selects core instructional materials. The responsibility to ensure procedures on selection and recommendations for core instructional materials are followed rests with the superintendent. The responsibility for coordinating the distribution of core instructional materials to classes also rests with the superintendent. It is the principal’s responsibility to implement and maintain the core instructional materials, and teachers are expected to use selected core instructional materials in the classroom.

Any person responsible for the adoption of textbooks may not prohibit the use of, or refuse to approve the use of, textbooks on the basis that the textbooks include a perspective, study or story of, or are created by, any individual or group identified in ORS 337.260(1)(a)-(e), i.e., are Native American, European, African, Asian, Pacific Island, Chicano, Latino, Middle Eastern or Jewish descent, have disabilities, are immigrants or refugees, or are lesbian, gay, bisexual or transgender.

Materials selection committees will be appointed by the administration at the time necessary adoption areas are determined. The committee will review the materials and the general criteria for materials selection and provide a recommendation to the superintendent. The superintendent may make changes to the recommendation and shall submit a recommendation(s) to the Board for adoption prior to use. <sup>{2}</sup> The meetings of a selection committee for core instructional materials will follow Public Meetings Law.

### Supplemental Instructional Materials<sup>3</sup>

The responsibility for evaluating and selecting supplemental instructional materials is delegated to teachers, principals, librarians, and/or others, as determined appropriate, who may collaborate as part of the process. Other authoritative matter experts may be included when practicable, as determined by the district.

Anyone responsible for the approval of supplemental instructional materials may not prohibit the use of, or refuse to approve the use of, textbooks on the basis that the textbooks include a perspective, study or story of, or are created by, any individual or group identified in ORS 337.260(1)(a)-(e), i.e., are Native

<sup>1</sup> “Core instructional material,” sometimes referred to as basal, means any organized system, which constitutes the major instructional vehicle for a given course of study, or any part thereof. Core instructional materials may include adaptive or personalized learning programs, digital textbooks and print textbooks and are adopted and paid for by the district. Core instructional materials may include such instructional materials as a hardbound or a softbound book or books, or sets or kits of print and non-print materials, including electronic and internet or web-based materials or media.

<sup>2</sup> {Depending on the structure of the committee and who the committee reports to, Public Meetings Law may apply to the committee meetings.}

<sup>3</sup> “Supplemental instructional materials” means instructional materials used as part of the course of study, which are not part of the core instructional materials. They contain materials to supplement and/or differentiate core instruction and are generally teacher selected. These materials are not adopted by the Board. Materials required or assigned to be used as part of a class may be considered supplemental instructional materials, regardless of the source or location of the material.

American, European, African, Asian, Pacific Island, Chicano, Latino, Middle Eastern or Jewish descent, have disabilities, are immigrants or refugees, or are lesbian, gay, bisexual or transgender}.

1. Materials will contain suitable readability levels and support the district’s adopted curriculum content.
2. Recommendations for selection may be solicited from staff and may include students.
3. Donated materials will be evaluated using the district’s selection criteria and will be accepted or rejected based on those criteria.
4. Selection is an ongoing process which should include the removal of materials which no longer meet the selection criteria and the replacement of lost and worn materials still of educational value.

### School Library Materials<sup>4</sup>

1. ~~In~~ When making decisions on selecting or retention of materials for the school library<sup>5</sup> or media center, a librarian, under supervision of the principal, will evaluate the existing collection and the curriculum needs. The librarian will consult reputable, professionally prepared selection aids and other professional sources. Materials will contain suitable readability levels. The librarian or other staff may not prohibit the selection or retention of, or refusal to select or retain, library materials on the basis that the library materials include a perspective, study or story of, or are created by, any individual or group against whom discrimination is prohibited under ORS 659.850{, i.e., race, color, religion, sex, sexual orientation, gender identity, national origin, marital status, age or disability}.
2. Recommendations for selection may be solicited from staff and students.
3. Donated materials will be evaluated using the established selection criteria and will be accepted or rejected based on those criteria.
4. Selection is an ongoing process which should include the removal of materials which no longer meet the selection criteria and the replacement of lost and worn materials still of educational value.

### Classroom Library Materials<sup>6</sup>

1. When selecting or retaining materials for a classroom library, the teacher may consult staff and/or accept recommendations from staff and students. The teacher or other staff may not prohibit the

~~<sup>4</sup> “School library materials” means materials that are kept in the school library for student selection and use. The use of these materials may not be required for a particular class, but they may be selected by students to use. These may include books, media, newspapers, magazines, videos, websites, or databases, including in digital or print, etc. These materials are not adopted by the Board.~~

<sup>5</sup> “School library” means any collection of library materials (as defined in policy), made available to students at school, either at a central location of the school, at a common area for one or more grades of school, or through an online remote education program. The use of these materials may not be required for a particular class, but they may be selected by students to use. These materials are not adopted by the Board.

~~<sup>6</sup> “Classroom library materials” means materials that are kept in the classroom for student selection and use~~ any collection of library materials (as defined in policy) made available to students in a single classroom or a common area accessible by two or more classrooms in district schools. The use of these materials is not required for the class, but they may be selected by students to use. ~~These may include books, media, newspapers, magazines, videos, etc.~~ These materials are not adopted by the Board.

selection or retention of, or refusal to select or retain, library materials on the basis that the library materials include a perspective, study or story of, or are created by, any individual or group against whom discrimination is prohibited under ORS 659.850~~f~~, i.e., race, color, religion, sex, sexual orientation, gender identity, national origin, marital status, age or disability~~f~~.

2. Donated materials will be evaluated and may be accepted or rejected by the teacher.
3. Selection is an ongoing process which should include the removal of materials which no longer meet the selection criteria.

# Seaside School District 10

**Recommend to: REVISE**

Code: IIA-AR(2)  
Revised/Reviewed: 5/17/22; 9/16/25

## Reconsideration of Core Instructional Materials

~~Any staff member, student or their parent or guardian, or resident of the district~~ The Board, a staff member of the district or a parent or guardian of a student of a school of the district may raise concern about core instructional materials<sup>1</sup> used in the district's educational program. ~~This procedure is meant to provide a forum for those persons in the schools and the community who are not directly involved in the selection process.~~ Access to, or use of, materials under reconsideration will not be restricted during the reconsideration process.

Complaints alleging a material constitutes protected-class discrimination should be submitted through the district's discrimination complaint policy and procedures.

This reconsideration process will be completed in its entirety and not subverted or ended prematurely. The person making a request for reconsideration may withdraw their request at any time during the process.

### 1. Concern

- a. Concerns about core instructional materials should be submitted to the principal. If a staff member receives an informal inquiry, the staff member is to forward the inquiry to the principal promptly.
- b. Any concern made to the principal about core instructional materials by any person(s) will be made known to the staff member(s) most directly involved with its use.
- c. The principal will arrange to meet with the person(s) with the concern, and may include the staff member(s) most directly involved with its use, in an effort to resolve the issue informally, within 15 days of receipt of the concern.
  - (1) The principal initially receiving a concern will explain to the person the district's selection procedure.
  - (2) The principal initially receiving a concern will explain to their best ability the particular place the material in question occupies in the educational program and its intended educational usefulness or include someone who can identify and explain the use of the material.
- d. The principal will inform the person(s) submitting the concern that if they are not satisfied with the outcome of the informal inquiry process above, they may file a written request for reconsideration of the material within 10 days of the conclusion of 1.c. The initial contact from

<sup>1</sup> "Core instructional material," sometimes referred to as basal, means any organized system, which constitutes the major instructional vehicle for a given course of study, or any part thereof. Core instructional materials may include adaptive or personalized learning programs, digital textbooks, and print textbooks and are adopted and paid for by the district. Core instructional materials may include such instructional materials as a hardbound or a softbound book or books or sets or kits of print and non-print materials, including electronic and internet or web-based materials or media.

Concerns and requests for reconsideration of supplementary instructional materials or school or classroom library materials will be processed in accordance with the applicable administrative regulation.

the person and any outcome of a meeting or conversation will be documented and maintained by the principal.

## 2. Request for Reconsideration

- a. A staff member of the district, ~~student or their~~ or a parent or guardian of a student of a school of the district, ~~or resident of the district~~ wishing to file a request for reconsideration of core instructional materials must complete Step 1 above prior to filing a request for reconsideration.
- b. Only requests for reconsideration from the Board, committee or administrator responsible for the adoption of textbooks or instructional materials, a staff member of the district or a parent or guardian of a student of the district will be considered. All requests for reconsideration will be in writing on the form prepared for this purpose, signed by the **complainant** person making the request, and must be submitted to the superintendent. All school offices will make forms available.
- c. Upon receipt of a written request for reconsideration, the superintendent will appoint a reconsideration committee.
- d. The reconsideration committee will be made up of at least nine members:
  - (1) Two teachers designated by the superintendent;
  - (2) One school librarian designated by the superintendent;
  - (3) One administrator designated by the superintendent;
  - (4) Four members from the community designated by the superintendent;
  - (5) One student designated by the superintendent.

The committee selected will only serve to consider the material, which is the subject of the request for reconsideration, unless otherwise specified.

The use of the material identified in the request for reconsideration will not be suspended and shall not be removed during the reconsideration process. Materials will not be removed for discriminatory reasons.

- e. The reconsideration committee will convene to consider the request for reconsideration received by the district. The committee will receive the request for reconsideration and copies of related materials and instructions on procedure during this committee meeting.

## 3. Procedures for the Reconsideration Committee

- a. The procedures for the reconsideration committee are as follows:
  - (1) Select a chair;
  - (2) Be responsible for documenting all proceedings; adhering to Public Meetings Law, when required; ~~and~~ adhering to established policies, procedures and guidelines; and preparing and representing the recommendations to the superintendent;
  - (3) Establish a calendar for review of the material;
  - (4) Review copies of the request for reconsideration;
  - (5) Review applicable materials such as a copy of the district or school mission statement; professional reviews of the materials being reconsidered, when available; state standards; and curriculum planning;
  - (6) Review copies of material being reconsidered, as available;

- (7) Consider the material’s suitability in the context of the original use and the context in which the request for reconsideration was made;
- (8) Review the material under reconsideration in its entirety, considering the theme, concept, vocabulary, and illustrations as they apply to:
  - (a) The suitability of the material for the instructional objectives established for the lesson(s) in which it was used, including its presentation and follow-up;
  - (b) The material’s level of difficulty; and
  - (c) The age group(s) with which it was used.
- b. An opportunity will be provided to the person who filed the request and staff member(s) involved to offer oral or written testimony on the reconsideration; outside consultants, lay people, other staff members, or other individuals may be offered an opportunity to provide offer oral or written testimony on the reconsideration within such procedures and limitations as may be established by the chair with the consensus of the committee.
- c. The person who made the request for reconsideration will be kept informed by the superintendent or designee concerning the status of the request throughout the committee process. The person and known interested parties will be given notice of committee meetings.
- d. Every request for reconsideration will be acted upon by the committee. However, the committee may consider requests with similar concerns together.
- e. Review and discuss possible options for decision, including:
  - (1) Continued use of the material as used, with no restrictions;
  - (2) Restricted or modified use of the material in terms of subject area, grade level, and/or districtwide, related to the specific request for reconsideration; or
  - (3) Removal of the material from the educational setting in which it was used.

Any decision to prohibit the use of, or refusal to approve the use of materials, on the basis that the materials include a perspective, study or story of, or are created by, any individual or group identified in ORS 337.260 (1), i.e., are Native American, European, African, Asian, Pacific Island, Chicano, Latino, Middle Eastern or Jewish descent; have disabilities; are immigrants or refugees; or are lesbian, gay, bisexual or transgender is prohibited.

The reconsideration committee will consider the material’s suitability in the context in which the request for reconsideration was made.

Following the discussion and review of possible options for recommendation, a committee member may offer a motion outlining the committee’s recommendation. Action will be taken on the motion and any subsequent motions within the procedures outlined above and consistent with Oregon law.

f. Procedures for voting:

- (1) A quorum<sup>2</sup> will be present to act upon any business to come before the committee.

---

<sup>2</sup> A “quorum” is a majority (one-half of an odd number of members rounded up to the next whole number; one-half of an even number of members plus one). A quorum of a five-member committee is three; a quorum of a six-member committee is four; a quorum of a seven-member committee is four.

- (2) All outcomes of motions and votes by name will be recorded and reported in the minutes of the meeting(s).
- (3) Only votes of the members present at the time of the vote will be recorded<sup>3</sup>.

A vote in the affirmative from a majority of those present is required for a motion to pass.

The committee's recommendation will be issued within 45 days of receipt of the request by the district.

The written recommendation and its justification<sup>4</sup> from the committee will be forwarded ~~to the superintendent within [seven] days of issuance of the recommendation. Within [seven] days of receipt of the recommendation by the superintendent, a copy of the recommendation will be sent by the superintendent or designee~~ by the superintendent or designee to the person who requested the reconsideration and to the Board within five days of the recommendation.

~~g. — Procedures for voting:~~

- ~~(1) — A quorum<sup>5</sup> will be present to act upon any business to come before the committee.~~
- ~~(2) — All outcomes of motions and votes by name will be recorded and reported in the minutes of the meeting(s).~~
- ~~(3) — Only votes of the members present at the time of the vote will be recorded<sup>6</sup>.~~
- ~~(4) — A vote in the affirmative from a majority of those present is required for a motion to pass.~~

#### 4. Board Review

The Board will review the ~~final~~ committee's recommendation and ~~announce its~~ make a final decision at a Board meeting within 30 days of receipt of the committee's recommendation. ~~If the Board's decision is contrary to the committee's recommendation, the reasons will be communicated, in writing, to the superintendent.~~ The Board's decision, at minimum, should include a reference to grade level and subject area, for which the subject material can be used, if any, and a written explanation of the decision. ~~The Board will issue a decision within [30] days of receipt of the reconsideration committee's recommendation.~~ The district will provide a copy of the Board's decision to the person who requested the reconsideration, and it will be made available to the public. The committee's recommendation and explanation will be made available to the public prior to any removal.

---

<sup>3</sup> Committee members may attend virtually. Members attending virtually are considered present for quorum and voting purposes.

<sup>4</sup> Includes an explanation supporting the recommendation.

<sup>5</sup> A "quorum" is a majority (one-half of an odd number of members rounded up to the next whole number; one-half of an even number of members plus one). A quorum of a five-member committee is three; a quorum of a six-member committee is four; a quorum of a seven-member committee is four.

<sup>6</sup> ~~Committee members may attend virtually. Members attending virtually are considered present for quorum and voting purposes.~~

The timelines may be modified by the district based on the availability of staff and/or committee participants. Notice of a modified timeline must be provided to the person who made the request, and the staff member(s) involved.

Requests for reconsideration of the same material will not be accepted for at least five calendar years following issuance of a decision on said material.

# Seaside School District 10

Recommend to: **REVISE**

Code: IIA-AR(3)  
Revised/Reviewed: 5/17/22; 9/16/25

## Reconsideration of Supplemental Instructional Materials

~~Any staff member, student or their parent or guardian, or resident of the district~~ A staff member of the district or a parent or guardian of a student of a school of their district may raise concern about supplemental instructional materials<sup>1</sup> used in the district's educational program. ~~This procedure is meant to provide a forum for those persons in the schools and the community who are not directly involved in the selection process.~~ Access to, or use of, materials under reconsideration will not be restricted during the reconsideration process.

Complaints alleging a material constitutes protected-class discrimination may be submitted through the district's discrimination complaint policy and procedures.

This reconsideration process will be completed in its entirety and not subverted or ended prematurely. The person making a request for reconsideration may withdraw their reconsideration request at any time during the process.

### 1. Concern

- a. Any concern made regarding supplemental instructional materials by any staff member, student or their parent or guardian, ~~or resident of the district~~ will be made known to the principal.
- b. The principal will arrange to meet with the person(s) with the concern, and may include the staff member(s) most directly involved with its use, in an effort to resolve the issue informally, within 15 days of receipt of the concern.

The principal will explain to their best ability the particular place the material in question occupies in the educational program and its intended educational usefulness or include someone who can identify and explain the use of the material.

- c. The principal will inform the person(s) submitting the concern that if the person is not satisfied with the outcome of the informal inquiry, they may file a written request for reconsideration within 10 days of the conclusion in 1.b. The initial contact from the person and any outcome of a meeting or conversation will be documented and maintained by the principal.

### 2. Request for Reconsideration

- a. A staff member ~~of the district, student or their or~~ parent or guardian of a student of a school of the district, or resident of the district wishing to file a request for reconsideration of supplemental instructional materials must complete Step 1 above prior to filing a request for reconsideration.

<sup>1</sup> "Supplemental instructional materials" means instructional materials used as part of the course of study, which are not part of the core instructional materials. They contain materials to supplement and/or differentiate core instruction and are generally teacher selected. These materials are not adopted by the Board. Materials required or assigned to be used as part of a class may be considered supplemental instructional materials, regardless of the source or location of the material.

- b. Only requests for reconsideration from district staff or parent or guardian of a student of a school of the district will be considered. All requests for reconsideration will be in writing on the form prepared for this purpose, signed by the complainant person making the request, and must be submitted to the principal. If a request for reconsideration involves more than one material, a separate form must be completed for each material. A request to reconsider multiple titles in a series may be submitted on a single form. All school offices will make forms available.
- c. Upon receipt of a written reconsideration request, the principal will appoint a reconsideration committee by random selection.
- d. Use of the material identified in the request for reconsideration will not be suspended and shall not be removed during the reconsideration process. Materials will not be removed for discriminatory reasons.
- ~~d.~~e. The reconsideration committee will convene to consider the request for reconsideration received by the district. The committee will receive the request for reconsideration and copies of related materials and instructions on procedure during this committee meeting.

### 3. Reconsideration Committee

- a. The reconsideration committee shall be made up of at least seven members:
  - (1) Two teachers designated by the principal and will be from the grade level of the material under reconsideration;
  - (2) One librarian designated by the principal;
  - (3) One administrator designated by the principal;
  - (4) Two members from the community having expressed willingness to serve on this committee appointed by the principal;
  - (5) One student selected by the principal.

The reconsideration committee may include equity, Title IX, and/or Section 504 personnel in discussions about concerns which relate to an underrepresented group or a protected class.

### 4. Procedures for the Reconsideration Committee

- a. Every request for reconsideration will be acted upon by the committee. However, the committee may consider requests with similar concerns together.
- b. Review applicable materials such as a copy of the district or school mission statement, professional reviews of the materials being reconsidered, when available, state standards and curriculum planning.
- c. Be responsible for documenting all proceedings; adhering to established policies, procedures and guidelines; and preparing and ~~r~~representing the recommendations to the principal.
- d. Establish a calendar for review of the material.
- e. Review the material under reconsideration in its entirety, considering the theme, concept, vocabulary, and illustrations (if any) as they apply to:
  - (1) The suitability of the material for the instructional objectives established for the lesson(s) in which it was used, including its presentation and follow-up;
  - (2) The alignment of the material with the standards and curriculum;
  - (3) The material's reading level and intended audience (literary level to comprehend the words as opposed to difficult topics);
  - (4) The suitability of the material for the students it was used with; and

- (5) Professional review sources for the title/material, when available.
- f. An opportunity will be provided to the person who filed the request and staff member(s) involved to offer oral or written testimony on the reconsideration; outside consultants, lay people, other staff members, or other individuals may be offered an opportunity to provide oral or written testimony on the reconsideration within such procedures and limitations as may be established by the committee.
- g. The person who made the request will be kept informed by the superintendent or designee concerning the status of the request throughout the committee process. The person and known interested parties will be given notice of such meetings.
- h. Review and discuss possible options for decision, including:
- (1) Continued use of the material as used, with no restrictions;
  - (2) Restricted or modified use of the material in terms of subject area, grade level, districtwide, related to the specific request;
  - (3) Removal of the material from the educational setting in which it was used.

Any decision to prohibit the use of, or refusal to approve the use of materials, on the basis that the materials include a perspective, study or story of, or are created by, any individual or group identified in ORS 337.260 (1), i.e. Native American, European, African, Asian, Pacific Island, Chicano, Latino, Middle Eastern or Jewish descent; have disabilities; are immigrants or refugees; or are lesbian, gay, bisexual or transgender is prohibited.

The reconsideration committee will consider the material's suitability in the context in which the request for reconsideration was made.

Following the discussion and review of possible options ~~for recommendation~~, a committee member may offer a motion outlining the committee's ~~decision~~ recommendation. Action will be taken on the motion and any subsequent motions within the procedures outlined above and consistent with Oregon law.

~~The written recommendation and its justification from the committee will be forwarded to the principal within seven days of issuance of the recommendation. Within seven days of receipt of the recommendation by the superintendent, a copy of the recommendation will be sent by the superintendent or designee to the person who made the request for reconsideration and to the Board.~~

- i. Procedures for voting:
- (1) A quorum<sup>2</sup> will be present to act upon any business to come before the committee.
  - (2) All outcomes of motions and votes will be recorded and reported in the minutes of the meeting(s).
  - (3) Only votes of the members present at the time of the vote will be recorded<sup>3</sup>.

<sup>2</sup> A quorum is a majority (one-half of an odd number of members rounded up to the next whole number; one-half of an even number of members plus one). A quorum of a five-member committee is three; a quorum of a six-member committee is four; a quorum of a seven-member committee is four.

<sup>3</sup> Committee members may attend virtually. Members attending virtually are considered present for quorum and voting purposes.

- (4) A vote in the affirmative from a majority of those present is required for a motion to pass.

The decision from the reconsideration committee will be issued within 45 days of receipt of the written request for reconsideration by the principal. The ~~response to the request for reconsideration decision~~ will be in writing and include the committee's justification and information regarding an appeal to the superintendent. The decision will be ~~copied~~ provided to the involved parties, including the principal. The principal will also communicate the decision to the affected staff and to the public.

## 5. Appeal to the Superintendent

A decision from the reconsideration committee may be appealed by the person who requested the reconsideration to the superintendent by submission of the appeal to the superintendent within 15 days from issuance of the committee's decision. A copy of all procedural documents, recommendations, and decisions will be made available to the superintendent. The superintendent should review whether the correct procedure was followed. If the correct procedure was followed, the decision of the committee should be affirmed. The superintendent will issue a written decision to the involved parties within 30 days of receipt of the appeal.

~~If an appeal is made, the decision made by the reconsideration committee is suspended pending the appeal (meaning, if applicable, that the material may remain in use until the appeal decision is made).~~

An item approved for removal shall not be removed until a written explanation from the committee (if the committee agreed to removal) is made available to the public.

The timelines in this administrative regulation may be modified by the district based on the availability of staff and/or committee participants. Notice of a modified timeline must be provided to the person who made the request and staff member(s) involved.

Requests for reconsideration of the same materials will not be accepted for at least five calendar years following issuance of a decision on those materials.



Code: IIA-AR(4)  
Revised/Reviewed: 9/16/25

### Reconsideration of ~~School or Classroom~~ Library Materials in a School or Classroom Library

Student choice reading is endorsed by the district as a key component of literacy and reading instruction. Students select reading materials with the understanding that parents or guardians will discuss concerns and expectations with them.

~~Any~~ A staff member who was responsible for the selection or retention of library material<sup>1</sup>, a staff member of the school; ~~student or their~~ or a parent or guardian of a student of the school; ~~or resident of the district~~ may raise concerns about the library materials available to students through ~~the district's~~ school and classroom libraries. ~~This procedure is to provide a forum for those persons in the schools and the community who are not directly involved in the selection process.~~ Access to, or use of, materials under reconsideration will not be restricted during the reconsideration process.

Concerns and requests for reconsideration alleging a material constitutes protected-class discrimination may be submitted through and will be processed in accordance with the district's discrimination complaint policy and procedures.

Meetings of the reconsideration committee ~~are~~ may be subject to Public Meeting Law.

This reconsideration process will be completed in its entirety and not subverted or ended prematurely. The person filing the request may withdraw their reconsideration request at any time during the process.

#### 1. Concerns about ~~School or Classroom~~ Library Materials

- a. Any concern made regarding ~~school or classroom~~ library materials by any staff member of the school; ~~student or their~~ or parent or guardian of a student of the school; ~~or resident of the district~~ will be made known to the person responsible for the selection or retention. For ~~school~~ library materials in school libraries, share concerns with the district librarian. For ~~classroom~~ library materials in classroom libraries, share concerns with the classroom teacher.
- b. The person responsible for the selection or retention of the material in question will respond and attempt to resolve the issue informally. Alternatively, the person responsible for selection or retention may move the concern to the principal in 1.d. An initial response will be provided within 15 days of receipt of the concern.
- c. If the person who made the inquiry is not satisfied, they can request a meeting with the principal.
- d. The principal will meet with the person, attempt to resolve the concern, and document the meeting. The staff member responsible for selection or retention may be requested to attend this meeting. The principal will issue a follow-up communication about the outcome of the

<sup>1</sup> "Library materials" includes educational or literary materials that are nonfiction or fiction and that are available in print or an electronic format. "Library materials" do not include textbooks or instructional materials that are selected under ORS 337.120, 337.141 or 337.260.

meeting to the person who made the informal inquiry and relevant staff within 10 days of receipt in 1.c.

- e. If the person who made the request is not satisfied with the outcome of the informal inquiry, they may file a written request for reconsideration within 10 days of the conclusion in 1.d. The initial contact from the person and any outcome of a meeting or conversation will be documented and maintained by the principal.
- f. No library materials will be removed or restricted from use ~~as a result of~~ because of an informal concern ~~[by anyone other than the person responsible for selection or retention].~~

## 2. Request for Reconsideration of School or Classroom Library Materials

- a. A staff member of the school, ~~student~~ or ~~their~~ a parent or guardian of a student of the school, ~~or resident of the district~~ wishing to file a request for reconsideration of ~~school or classroom~~ library materials in a school or classroom library must complete Step 1 above, prior to filing a request.
- b. Only requests for reconsideration from a staff member responsible for the selection or retention of the material, a staff member of the school or a parent or guardian of a student of the school will be considered. All requests for reconsideration will be in writing on the form prepared for this purpose, signed by the ~~complaint~~ person making the request, and must be submitted to the principal. If a request for reconsideration involves more than one material, a separate form must be completed for each material. A request to reconsider multiple titles in a series may be submitted on a single form. All school offices will make forms available.
- c. Upon receipt of a request for reconsideration, the principal will notify all staff member(s) who are directly involved in the request, and forward the request to the district librarian; ~~a copy will be forwarded to the superintendent [or designee].~~
- d. The principal will, within 15 days, appoint a reconsideration committee.
- e. Use of the material identified in the request for reconsideration will not be suspended and shall not be removed during the reconsideration process. Materials will not be removed for discriminatory reasons.

## 3. Reconsideration Committee

- a. The reconsideration committee will be made up of at least ~~[seven]~~ members:
  - (1) Two teachers designated by the principal and will be from the grade level of the material under reconsideration;
  - (2) One librarian designated by the principal;
  - (3) One administrator designated by the principal;
  - (4) Two members from the community having expressed willingness to serve on this committee appointed by the principal;
  - (5) One student selected by the ~~principal~~ ~~student council~~.

The reconsideration committee may include equity, Title IX and/or Section 504 personnel in discussions about requests that relate to an underrepresented group or a protected class.

The committee selected will only serve to consider the material, which is the subject of the request for reconsideration, unless otherwise specified. ~~After completion of the reconsideration committee's responsibilities, committee members will be returned to the pool.~~

#### 4. Procedures for the Reconsideration Committee

- a. Every request for reconsideration will be acted upon by the committee. However, the committee may consider requests with similar concerns together.
- b. Review applicable materials such as a copy of the district or school library mission statement and professional reviews of the materials being reconsidered, when available.
- c. Be responsible for documenting all proceedings; adhering to established policies, procedures and guidelines; and preparing and ~~re~~presenting the recommendations of the committee to the principal.
- d. Review the material under reconsideration in its entirety, considering the theme, concept, vocabulary, and illustrations (if any) as they apply to:
  - (1) The material's availability for student selection from the school or classroom library;
  - (2) The alignment of the material with the school or classroom library material selection criteria;
  - (3) The material's reading level and intended audience (literary level to comprehend the words as opposed to controversial topics);
  - (4) The suitability of the material for the students it is available for; and
  - (5) Professional review sources for the title/material, when available.
- e. An opportunity will be provided to the person who filed the request and staff member(s) involved to offer oral or written testimony on the reconsideration; outside consultants, lay people, other staff members, or other individuals may be offered an opportunity to provide oral or written testimony on the reconsideration within such procedures and limitations as may be established by the committee.
- f. The person who made the request will be kept informed by the principal or designee concerning the status of the request throughout the committee process. The person and known interested parties will be given notice of such meetings.
- g. Review and discuss possible options for a ~~decision~~ recommendation, including:
  - (1) Continued use of the material as used, with no restrictions;
  - (2) Restricted or modified use of the material in terms of subject area, grade level, districtwide related to the specific request; or
  - (3) Removal of the material from the educational setting.

Any ~~decision~~ recommendation to prohibit the selection or retention of, or refuse to select or retain, library materials on the basis that the materials include a perspective, study or story of, or are created by, any individual or group against whom discrimination is prohibited under ORS 659.850, i.e., race, color, religion, sex, sexual orientation, gender identity, national origin, marital status, age or disability is prohibited.

The reconsideration committee will consider the material's suitability in the context in which the request for reconsideration was made.

Following the discussion and review of possible options for recommendation, a committee member may offer a motion outlining the committee's recommendation. Action will be taken on the motion and any subsequent motions within the procedures outlined above and consistent with Oregon law.

~~The written recommendation and its justification from the committee will be forwarded to the principal within seven days of issuance of the recommendation. Within seven days of receipt of the recommendation by the principal, a copy of the recommendation will be sent by the principal or designee to the person who requested the reconsideration and to the Board.~~

h. Procedures for voting:

- (1) A quorum<sup>2</sup> will be present to act upon any business to come before the committee.
- (2) All outcomes of motions and votes will be recorded and reported in the minutes of the meeting(s).
- (3) Only votes of the members present at the time of the vote will be recorded<sup>3</sup>.
- (4) A vote in the affirmative from a majority of those present is required for a motion to pass.

The committee's written recommendation will be issued within 45 days of receipt of the original request received by the principal.

The committee's written recommendation and its justification<sup>4</sup> will be forwarded to the principal.

The principal will review the committee's recommendation and communicate a decision within 10 days to the person making the request and affected staff, and to the public in the event there is a decision to remove library material.

- ~~i. The decision from the reconsideration committee will be issued within 45 days of receipt of the written request for reconsideration by the principal. The response to the request for reconsideration will include the committee's decision and information regarding an appeal to the superintendent. The decision will be copied to the involved parties, including the principal. The principal will also communicate the decision to the affected staff and to the public.~~

5. Appeal to the Superintendent

A decision from the ~~reconsideration committee~~[principal] may be appealed by ~~{~~<sup>5</sup>~~}~~the person who requested the reconsideration] to the [superintendent][Board] by submission of the appeal to the [superintendent] [Board chair] district office within [10] days from issuance of the ~~committee's~~ [principal's] decision. A copy of all procedural documents, recommendations, and decisions will be made available to the [superintendent][Board]. ~~[The Board will review the appeal and information~~

<sup>2</sup> A quorum is a majority (one-half of an odd number of members rounded up to the next whole number; one-half of an even number of members plus one). A quorum of a five-member committee is three; a quorum of a six-member committee is four; a quorum of a seven-member committee is four.

<sup>3</sup> Committee members may attend virtually. Members attending virtually are considered present for quorum and voting purposes.

<sup>4</sup> Includes an explanation supporting the recommendation.

<sup>5</sup> ~~{Does the district want to limit who can file an appeal? Consider:~~

- ~~• Communication regarding the reconsideration committee's decision (if any member of the public can file an appeal, should the decision be communicated to the public);~~
- ~~• The impact of the decision (if the decision applies throughout the entire district, should the entire district be able to appeal the decision).}~~

~~at a Board meeting.~~ The ~~{superintendent}~~ ~~{Board}~~ should review whether the correct procedure was followed. If the correct procedure was followed, the ~~{superintendent}~~ ~~{Board}~~ should affirm the decision of the committee. ~~{The Board will make a decision regarding the appeal at a Board meeting.}~~ The ~~{superintendent}~~ ~~{Board}~~ will issue a written decision to the involved parties within ~~{30}~~ days of receipt of the appeal ~~to the involved parties.~~

If an appeal is made, the decision made by the ~~reconsideration committee~~ ~~{principal}~~ ~~{}~~ is suspended pending the appeal (meaning, if applicable, that the material may remain in use until the ~~{superintendent}~~ ~~{Board}~~ makes its decision). ~~{remains in effect until the appeal is decided by the {superintendent} {Board}.}~~

An item approved for removal shall not be removed until a written explanation for removal from the committee is made available to the public (if the committee recommended removal).

The timelines in this administrative regulation may be modified by the district based on the availability of staff and/or committee participants. Notice of a modified timeline must be provided to the person who requested the reconsideration and staff member(s) involved.

Requests for reconsideration of the same materials will not be accepted for at least five calendar years following issuance of a decision on those materials.

# Seaside School District 10

**Recommend to: REVISE**

Code: IIA-AR(5)  
Revised/Reviewed: 9/16/25

## Request for Reconsideration of Instructional or Library Materials Form (Submit to Superintendent)

Student choice reading is endorsed by the district as a key component of literacy and reading instruction. Student choice in reading materials is honored, with the understanding that parents/guardians have the final decision in what their child is reading. When materials are challenged, the principles of the freedom to read, listen, and view will also be considered for all students.

Please complete this form in its entirety for consideration. This document will become a public record and is subject to public records requests.

Requests for reconsideration will be processed in accordance with the following:

1. Core instructional materials: IIA-AR(2) - Reconsideration of Core Instructional Materials
2. Supplemental instructional materials: IIA-AR(3) - Reconsideration of Supplemental Instructional Materials
3. School and classroom library materials: IIA-AR(4) - Reconsideration of ~~School or Classroom~~ Library Materials in a School or Classroom Library

People who wish to file a request for reconsideration of supplemental and/or school or classroom library materials must follow the informal process for concerns related to those instructional materials prior to filing this request for reconsideration.

Request initiated by: \_\_\_\_\_ Phone \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_  
 Email: \_\_\_\_\_

**Book or other material:**

Title: \_\_\_\_\_ Author \_\_\_\_\_  
 Publisher: \_\_\_\_\_ Publication Date: \_\_\_\_\_  
 Type of material:  Article  Audio recording  Book  Textbook  Video  Website  
 Other: \_\_\_\_\_  
 Producer/Source (if known): \_\_\_\_\_

Please respond to the following questions.

1. Did you discuss your concerns with the teacher or other involved staff?  Yes  No

If no, you must first discuss your concerns with the teacher or other involved staff before filing a request for reconsideration.

If yes, on what date? \_\_\_\_\_

Please provide a summary of the conversation: \_\_\_\_\_

What is the name of the staff member(s)? \_\_\_\_\_

2. Did you review the entire material?  Yes  No

If not, what sections did you review? \_\_\_\_\_

3. How was the material acquired by the student (i.e., required reading, free choice selection, etc.)?

4. To what in the material do you object and why? (Please be specific and cite pages, frames, etc.)

5. What material do you recommend in its place which would provide information on the subject?

6. What action are you requesting the reconsideration committee consider? \_\_\_\_\_

7. Do you wish to provide oral or written testimony to the reconsideration committee?  
 Yes, oral testimony  Yes, written testimony  No

If yes, please call the superintendent's office at 503-738-5591.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Received by superintendent: \_\_\_\_\_

\_\_\_\_\_  
Date

**References:**

# OSBA Model Administrative Regulation

**Recommend to: ADOPT**

Code: JFCEB-AR

Revised/Reviewed: \_\_\_\_\_

## Request for Personal Electronic Devices Exception

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

Name of student: \_\_\_\_\_ Grade: \_\_\_\_\_

School: \_\_\_\_\_

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

This request is:

- In compliance with the student’s medical provider’s order for the care and treatment of a medical condition (attach a copy of the order);
- Accommodate the individual circumstances of the student;
- Further specific educational outcomes for the student.

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

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

Duration for requested exemption: \_\_\_\_\_<sup>1</sup>

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

Parent or guardian name: \_\_\_\_\_

Parent or guardian phone: \_\_\_\_\_ Email: \_\_\_\_\_

### For Completion by School Administration

Request:  Granted      Expiration of exemption: \_\_\_\_\_  
 Denied      Reason for denial: \_\_\_\_\_

<sup>1</sup> The maximum duration of an exemption is [one year] [the end of the current school year] [the end of the student’s enrollment at this school].

More information needed. Please submit by [date] for reconsideration.

---

---

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

School administration will consult with a school nurse when appropriate. School administration decisions will be issued and communicated to the parent or guardian within {10} school days of receipt and can be appealed to the {superintendent} within 10 days of issuance. The {superintendent's} decision will be final. Denied requests may be resubmitted if circumstances change or after 12 months, whichever is earlier.

Guidelines for exemption consideration:

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

# Seaside School District 10

**Recommend to: REVISE**

Code: JO/IGBAB-AR  
 Adopted: 11/20/12  
 Revised/Readopted: 1/18/22  
 Orig. Code: JO/IGBAB-AR

## Education Records/Records of Students with Disabilities Management

### 1. Student Education Record

Student education records are those records that are directly related to a student and maintained by the district, or by a party acting for the district; however, this does not include the following:

- a. Records of instructional, supervisory and administrative personnel and educational personnel ancillary to those persons that are kept in the sole possession of the maker of the record, used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record;
- b. Records of the law enforcement unit of the district subject to the provisions of Oregon Administrative Rule (OAR) 581-021-0225;
- c. Records relating to an individual who is employed by the district that are made and maintained in the normal course of business, which relate exclusively to the individual in that individual's capacity as an employee and that are not available for use for any other purpose. Records relating to an individual in attendance at the district who is employed as a result of his/her status as a student, are education records and are not excepted under this section;
- d. Records on a student who is 18 years of age or older, or is attending an institution of post-secondary education, that are:
  - (1) Made or maintained by a physician, psychiatrist, psychologist or other recognized professional or paraprofessional acting in their professional capacity or assisting in a paraprofessional capacity;
  - (2) Made, maintained or used only in connection with treatment of the student; and
  - (3) Disclosed only to individuals providing the treatment. For purposes of this definition, "treatment" does not include remedial educational activities or activities that are part of the program of instruction at the district.
- e. Records that only contain information relating to activities in which an individual engaged after the person is no longer a student at the district;
- f. Medical or nursing records which are made or maintained separately and solely by a licensed health-care professional who is not employed by the district, and which are not used for education purposes or planning.

The district shall keep and maintain a permanent record on each student which includes the:

- a. Name and address of educational agency or institution;
- b. Full legal name of the student;
- c. Student's birth date ~~and place of birth~~;
- d. Names of parents/guardians;

- e. Date of entry into the school;
- f. Name of school previously attended;
- g. Courses of study and marks received;
- h. Data documenting a student's progress toward achievement of state standards and must include a student's Oregon State Assessment results;
- i. Credits earned;
- j. Attendance; and
- k. Date of withdrawal from school; and
- l. ~~Such additional information as the district may prescribe.~~

The district may ~~also~~ request the social security number of the student ~~and will include the social security number on the permanent record only if the eligible student or parent complies with the request.~~ The request shall include notification to the eligible student or the student's parent(s) that the provision of the social security number is voluntary and notification of the purpose for which the social security number will be used.

The district shall retain permanent records in a minimum one-hour fire-safe place in the district, or keep a duplicate copy of the permanent records in a safe depository in another district location.

## 2. Confidentiality of Student Records

- a. The district shall keep confidential any record maintained on a student in accordance with OAR 581-021-0220 through 581-021-0430.
- b. Each district shall protect the confidentiality of personally identifiable information at collection, storage, disclosure and destruction stages.
- c. Each district shall identify one official to assume responsibility for ensuring the confidentiality of any personally identifiable information.
- d. All persons collecting or using personally identifiable information shall receive training or instruction on state policies and procedures.

## 3. Rights of Parents and Eligible Students

The district shall annually notify parents and eligible students through the district student/parent handbook or any other means that are reasonably likely to inform the parents or eligible students of their rights. This notification shall state that the parent(s) or an eligible student has a right to:

- a. Inspect and review the student's education records;
- b. Request the amendment of the student's education records to ensure that they are not inaccurate, misleading or otherwise in violation of the student's privacy or other rights;
- c. Consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that the applicable state or federal law authorizes disclosure without consent;
- d. Pursuant to OAR 581-021-0410, file with the Family Policy Compliance Office, United States Department of Education a complaint under 34 C.F.R. § 99.64 concerning alleged failures by the district to comply with the requirements of federal law; and
- e. Obtain a copy of the district policy with regard to student education records.

The notification shall also inform parents or eligible students that the district forwards education records requested under OAR 581-021-0255. The notification shall also indicate where copies of the district policy are located and how copies may be obtained.

If the eligible student or the student's parent(s) has a primary or home language other than English, or has a disability, the district shall provide effective notice.

These rights shall be given to either parent unless the district has been provided with specific written evidence there is a court order, state statute or legally binding document relating to such matters as divorce, separation or custody that specifically revokes these rights.

When a student becomes an eligible student, which is defined as a student who has reached 18 years of age or is attending only an institution of post-secondary education and is not enrolled in a secondary school, the rights accorded to, and the consent required of, the parents transfer from the parents to the student. Nothing prevents the district from giving students rights in addition to those given to parents.

#### 4. Parent's or Eligible Student's Right to Inspect and Review

The district shall permit an eligible student or student's parent(s) or a representative of a parent or eligible student, if authorized in writing by the eligible student or student's parent(s), to inspect and review the education records of the student, unless the education records of a student contain information on more than one student. In that case the eligible student or student's parent(s) may inspect, review or be informed of only the specific information about the student.

The district shall comply with a request for access to records:

- a. Within a reasonable period of time and without unnecessary delay;
- b. For children with disabilities before any meeting regarding an individualized education program (IEP), or any due process hearing, or any resolution session related to a due process hearing;
- c. In no case more than 45 days after it has received the request.

The district shall respond to reasonable requests for explanations and interpretations of the student's education record.

The parent(s) or an eligible student shall comply with the following procedure to inspect and review a student's education record:

- a. Provide a written, dated request to inspect a student's education record; and
- b. State the specific reason for requesting the inspection.

The written request will be permanently added to the student's education record.

The district shall not destroy any education record if there is an outstanding request to inspect and review the education record.

While the district is not required to give an eligible student or student's parent(s) access to treatment records under the definition of "education records" in OAR 581-021-0220(6)(b)(D), the eligible

student or student's parent(s) may, at his/her expense, have those records reviewed by a physician or other appropriate professional of his/her choice.

If an eligible student or student's parent(s) so requests, the district shall give the eligible student or student's parent(s) a copy of the student's education record. The district may recover a fee for providing a copy of the record, but only for the actual costs of reproducing the record unless the imposition of a fee effectively prevents a parent or eligible student from exercising the right to inspect and review the student's educational records. The district may not charge a fee to search for or to retrieve the education records of a student.

The district shall not provide the eligible student or student's parent(s) with a copy of test protocols, test questions and answers and other documents described in Oregon Revised Statutes (ORS) 192.345(4) unless authorized by federal law.

The district will maintain a list of the types and locations of education records maintained by the district and the titles and addresses of officials responsible for the records.

Student' education records will be maintained at the school building at which the student is in attendance except for special education records which may be located at another designated location within the district. The administrator/principal or designee shall be the person responsible for maintaining and releasing the education records.

#### 5. Release of Personally Identifiable Information

Personally identifiable information shall not be released without prior written consent of the eligible student or student's parent(s) except in the following cases:

- a. The disclosure is to other school officials, including teachers, within the district who have a legitimate educational interest.

As used in this section, "legitimate educational interest" means a district official employed by the district as an administrator, supervisor, instructor or staff support member; a person serving on a school board who needs to review an educational record in order to fulfill his or her professional responsibilities, as delineated by their job description, contract or conditions of employment. Contractors, consultants, volunteers or other parties to whom an agency or institution has outsourced institutional services or functions may be considered a school official provided that party performs an institutional service or function for which the district would otherwise use employees, is under the direct control of the district with respect to the use and maintenance of education records, and is subject to district policies concerning the redisclosure of personally identifiable information.

The district shall maintain, for public inspection, a listing of the names and positions of individuals within the district who have access to personally identifiable information with respect to students with disabilities.

- b. The disclosure is to officials of another school within the district;
- c. The disclosure is to authorized representatives of:

The U.S. Comptroller General, U.S. Attorney General, U.S. Secretary of Education or state and local education authorities or the Oregon Secretary of State Audits Division in connection with an audit or evaluation of federal or state-supported education programs, or the enforcement of or compliance with federal or state-supported education programs, or the enforcement of or compliance with federal or state regulations.

- d. The disclosure is in connection with financial aid for which the student has applied or which the student has received, if the information is necessary for such purposes as to:
- (1) Determine eligibility for the aid;
  - (2) Determine the amount of the aid;
  - (3) Determine the conditions for the aid; or
  - (4) Enforce the terms and condition of the aid.

As used in this section “financial aid” means any payment of funds provided to an individual that is conditioned on the individual’s attendance at an educational agency or institution.

- e. The disclosure is to organizations conducting studies for, or on behalf of, the district to:
- (1) Develop, validate or administer predictive tests;
  - (2) Administer student aid programs; or
  - (3) Improve instruction.

The district may disclose information under this section only if disclosure is to an official listed in paragraph (c) above and who enters into a written agreement with the district that:

- (1) Specifies the purpose, scope and duration of the study and the information to be disclosed;
- (2) Limits the organization to using the personally identifiable information only for the purpose of the study;
- (3) The study is conducted in a manner that does not permit personal identification of parents or students by individuals other than representatives of the organization; and
- (4) The information is destroyed when no longer needed for the purposes for which the study was conducted.

For purposes of this section, the term “organization” includes, but is not limited to, federal, state and local agencies, and independent organizations.

- f. The district may disclose information under this section only if the disclosure is to an official listed in paragraph (c) above who is conducting an audit related to the enforcement of or compliance with federal or state legal requirements and who enters into a written agreement with the district that:
- (1) Designates the individual or entity as an authorized representative;
  - (2) Specifies the personally identifiable information being disclosed;
  - (3) Specifies the personally identifiable information being disclosed in the furtherance of an audit, evaluation or enforcement or compliance activity of the federal or state -supported education programs;

- (4) Describes the activity with sufficient specificity to make clear it falls within the audit or evaluation exception; this must include a description of how the personally identifiable information will be used;
  - (5) Requires information to be destroyed when no longer needed for the purpose for which the study was conducted;
  - (6) Identifies the time period in which the personally identifiable information must be destroyed; and
  - (7) Establishes policies and procedures which are consistent with Family Education Rights and Privacy Act (FERPA) and other federal and state confidentiality and privacy provisions to insure the protection of the personally identifiable information from further disclosure and unauthorized use.
- g. The disclosure is to accrediting organizations to carry out their accrediting functions;
  - h. The disclosure is to comply with a judicial order or lawfully issued subpoena. The district may disclose information under this section only if the district makes a reasonable effort to notify the eligible student or student's parent(s) of the order or subpoena in advance of compliance, unless an order or subpoena of a federal court or agency prohibits notification to the parent(s) or student;
  - i. The disclosure is to comply with a judicial order or lawfully issued subpoena when the parent is a party to a court proceeding involving child abuse and neglect or dependency matters;
  - j. The disclosure is to the parent(s) of a dependent student, as defined in Section 152 of the Internal Revenue Code of 1986;
  - k. The disclosure is in connection with a health or safety emergency. The district shall disclose personally identifiable information from an education record to law enforcement, child protective services and healthcare professionals, and other appropriate parties in connection with a health and safety emergency if knowledge of the information is necessary to protect the health and safety of the student or other individuals. If the district determines that there is an articulable and significant threat, the district will document the information available at that time of determination and the rationale basis for the determination for the disclosure of the information from the educational records.

In making a determination whether a disclosure may be made under the health or safety emergency, the district may take into account the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. As used in this section a "health or safety emergency" includes, but is not limited to, law enforcement efforts to locate a child who may be a victim of kidnap, abduction or custodial interference and law enforcement or child protective services efforts to respond to a report of child abuse or neglect pursuant to applicable state law, or other such reasons that the district may in good faith determine a health or safety emergency;

- l. The disclosure is information the district has designated as "directory information" (See Board policy JOA – Directory Information);
- m. The disclosure is to the parent(s) of a student who is not an eligible student or to an eligible student;
- n. The disclosure is to officials of another school, school system, institution of post-secondary education, an education service district (ESD), state regional program or other educational agency that has requested the records and in which the student seeks or intends to enroll or is enrolled or in which the student receives services. The term "receives services" includes, but is

- not limited to, an evaluation or reevaluation for purposes of determining whether a student has a disability;
- o. The disclosure is to the Board during an executive session pursuant to ORS 332.061;
  - p. The disclosure is to a caseworker or other representative, who has the right to access the student's case plan, of a state or local child welfare agency or tribal organization that are legally responsible for the care and protection of the student, provided the personally identifiable information will not be disclosed unless allowed by law.

The district will use reasonable methods to identify and authenticate the identity of the parents, students, school officials, and any other parties to whom the district discloses personally identifiable information from educational records.

## 6. Record-Keeping Requirements

The district shall maintain a record of each request for access to and each disclosure of personally identifiable information from the education records of each student. Exceptions to the record-keeping requirements shall include the parent, eligible student, school official or an assistant responsible for custody of the records and parties authorized by state and federal law for auditing purposes. The district shall maintain the record with the education records of the student as long as the records are maintained. For each request or disclosure the record must include:

- a. The party or parties who have requested or received personally identifiable information from the education records; and
- b. The legitimate interests the parties had in requesting or obtaining the information.

The following parties may inspect the record of request for access and disclosure to a student's personally identifiable information:

- a. The parent(s) or an eligible student;
- b. The school official or an assistant who are responsible for the custody of the records;
- c. Those parties authorized by state or federal law for purposes of auditing the record-keeping procedures of the district.

## 7. Request for Amendment of Student's Education Record

If an eligible student or student's parent(s) believes the education records relating to the student contain information that is inaccurate, misleading or in violation of the student's rights of privacy or other rights, they may ask the building level principal where the record is maintained to amend the record.

The principal shall decide, after consulting with the necessary staff, whether to amend the record as requested within a reasonable time after the request to amend has been made.

The request to amend the student's education record shall become a permanent part of the student's education record.

If the principal decides not to amend the record as requested, the eligible student or the student's parent(s) shall be informed of the decision and of a right to appeal the decision by requesting a hearing.

## 8. Hearing Rights of Parents or Eligible Students

If the building level principal decides not to amend the education record of a student as requested by the eligible student or the student's parent(s), the eligible student or student's parent(s) may request a formal hearing for the purpose of challenging information in the education record as inaccurate, misleading or in violation of the privacy or other rights of the student. The district shall appoint a hearings officer to conduct the formal hearing requested by the eligible student or student's parent. The hearing may be conducted by any individual, including an official of the district, who does not have a direct interest in the outcome of the hearing. The hearings officer will establish a date, time and location for the hearing, and give the student's parent or eligible student notice of date, time and location reasonably in advance of the hearing. The hearing will be held within 10 working days of receiving the written or verbal request for the hearing.

The hearings officer will convene and preside over a hearing panel consisting of:

- a. The principal or designee;
- b. A member chosen by the eligible student or student's parent(s); and
- c. A disinterested, qualified third party appointed by the superintendent.

The parent or eligible student may, at own expense, be assisted or represented by one or more individuals of his/her own choice, including an attorney. The hearing shall be private. Persons other than the student, parent, witnesses and counsel shall not be admitted. The hearings officer shall preside over the panel. The panel will hear evidence from the school staff and the eligible student or student's parent(s) to determine the point(s) of disagreement concerning the records. Confidential conversations between a licensed employee or district counselor and a student shall not be part of the records hearing procedure. The eligible student or student's parent(s) has the right to insert written comments or explanations into the record regarding the disputed material. Such inserts shall remain in the education record as long as the education record or a contested portion is maintained and exists. The panel shall make a determination after hearing the evidence and make its recommendation in writing within 10 working days following the close of the hearing. The panel will make a determination based solely on the evidence presented at the hearing and will include a summary of the evidence and the reason for the decision. The findings of the panel shall be rendered in writing not more than 10 working days following the close of the hearing and submitted to all parties.

If, as a result of the hearing, the panel decides that the information in the education record is not inaccurate, misleading or otherwise in violation of the privacy or other rights of the student, it shall inform the eligible student or the student's parent(s) of the right to place a statement in the record commenting on the contested information in the record or stating why he/she disagrees with the decision of the panel. If a statement is placed in an education record, the district will ensure that the statement:

- a. Is maintained as part of the student's records as long as the record or contested portion is maintained by the district; and
- b. Is disclosed by the district to any party to whom the student's records or the contested portion are disclosed.

If, as a result of the hearing, the panel decides that the information is inaccurate, misleading or otherwise in violation of the privacy or other rights of the student, it shall:

- a. Amend the record accordingly; and
- b. Inform the eligible student or the student's parent(s) of the amendment in writing.

9. Duties and Responsibilities When Requesting Education Records

The district shall, within 10 days of a student seeking initial enrollment in or services from the district, notify the public or private school, ESD, institution, agency or detention facility or youth care center in which the student was formerly enrolled, and shall request the student's education records.

10. Duties and Responsibilities When Transferring Education Records

The district shall transfer originals of all requested student education records, including any ESD records, relating to the particular student to the new educational agency when a request to transfer the education records is made to the district. The transfer shall be made no later than 10 days after receipt of the request. For students in substitute care programs, the transfer must take place within five days of a request. Readable copies of the following documents shall be retained:

- a. The student's permanent records, for one year;
- b. Such special education records as are necessary to document compliance with state and federal audits, for five years after the end of the school year in which the original was created. In the case of records documenting speech pathology and physical therapy services, until the student reaches age 21 or 5 years after last seen, whichever is longer.

Note: Education records shall not be withheld for student fees, fines and charges if requested in circumstances described in ORS 326.575 and applicable rules of the State Board of Education or such records are requested for use in the appropriate placement of a student.

### **Disclosure Statement**

Required for use in collecting personally identifiable information related to social security numbers.

On any form that requests the social security number (SSN), the following statement shall appear just above the space for the SSN:

“Providing your social security number (SSN) is voluntary. If you provide it, the district will use your SSN for record-keeping, research, and reporting purposes only. The district will not use your SSN to make any decision directly affecting you or any other person. Your SSN will not be given to the general public. If you choose not to provide your SSN, you will not be denied any rights as a student. Please read the statement on the back of this form that describes how your SSN will be used. Providing your SSN means that you consent to the use of your SSN in the manner described.”

On the back of the same form, or attached to it, the following statement shall appear:

“OAR 581-021-0250 (1)(j) authorizes districts to ask you to provide your social security number (SSN). The SSN will be used by the district for reporting, research and record keeping. Your SSN will also be provided to the Oregon Department of Education. The Oregon Department of Education gathers information about students and programs to meet state and federal statistical reporting requirements. It also helps districts and the state research, plan and develop educational programs. This information supports the evaluation of educational programs and student success in the workplace.”

The district and Oregon Department of Education may also match your SSN with records from other agencies as follows:

The Oregon Department of Education uses information gathered from the Oregon Employment Division to learn about education, training and job market trends. The information is also used for planning, research and program improvement.

State and private universities, colleges, community colleges and vocational schools use the information to find out how many students go on with their education and their level of success.

Other state agencies use the information to help state and local agencies plan educational and training services to help Oregon citizens get the best jobs available.

Your SSN will be used only for statistical purposes as listed above. State and federal law protects the privacy of your records.

# Seaside School District 10

Code: EEACC-AR  
Revised/Reviewed: 2/17/11; 9/21/21  
Orig. Code: EEACC-AR

## Discipline Procedures for District-Approved Student Transportation

All students eligible for district-approved student transportation shall receive safety instruction and be provided the behavior expectations outlined in~~and~~ a code of conduct for district-approved student transportation.

Violation of the code of conduct or conduct which jeopardizes the health/safety of self and/or others may result in the loss of district-approved transportation services.

### 1. Safety Instructions

- a. At least once, within the first six weeks of each half of each school year, the transportation supervisor will direct all bus drivers to conduct instruction with all students who are regularly transported by the district.

The instruction will include:

- (1) Safe school bus riding procedures, including but not limited to loading, unloading and crossing;
- (2) Use of emergency exits; and
- (3) Planned and orderly evacuation of the school bus in case of emergency, including participation in actual evacuation drills.

- b. At least once in the first half of each school year the transportation supervisor will direct all bus drivers to conduct instruction with all other students.

The instruction will include:

- (1) Safe school bus riding procedures, including but not limited to loading, unloading and crossing; and
- (2) Use of emergency exits.

- c. The transportation supervisor will record dates and the content of the instructions given by each driver. Such information shall be kept as a part of the district's records.

2. Code of Conduct

Each year the district will include the following transportation rules in the student/parent handbook.

While riding a school bus, students will:

1. Students being transported are under authority of the bus driver;
2. Fighting, wrestling or boisterous activity is prohibited on the bus;
3. Students will use the emergency exit only in case of emergency;
4. Students will be on time for the bus both morning and evening;
5. Students will not bring firearms, weapons or other potentially hazardous material on the bus;
6. Students will not bring animals, except approved assistance guide animals, on the bus.
7. Students will remain seated while bus is in motion;
8. Students may be assigned seats by the bus driver;
9. When necessary to cross the road, students will cross in front of the bus or as instructed by the bus driver;
10. Students will not extend their hands, arms or heads through bus windows;
11. Students will have written permission to leave the bus other than at home or school;
12. Students will converse in normal tones; loud or vulgar language is prohibited;
13. Students will not open or close windows without permission of driver;
14. Students will keep the bus clean, and must refrain from damaging it;
15. Students will be courteous to the driver, to fellow students and passersby;
16. Students who refuse to obey promptly the directions of the driver or refuse to obey regulations may forfeit their privilege to ride on the buses;:-

~~16.17. \*Students will answer to coaches, teachers and chaperones who are responsible for maintaining order during trips.~~

~~\*Respond appropriately to coaches, teachers and chaperons who are responsible for maintaining order during activities and field trips.~~

\*Coaches, teachers and chaperons: (1) must have a copy of the bus regulations and know them before going on a trip; and (2) must position themselves on the bus as to manage students at all times.

I have read the above rules and have discussed them with my student. We understand the importance of this code of conduct.

---

Parent

---

Student

### 3. Violations

Violation of the code of conduct will be addressed informally by bus drivers or formally by a written citation (see attached). Citations will be investigated by school administration or a designee. Progressive discipline will be used in determining appropriate consequences.

Any severe violation will cause an immediate investigation and may result in the suspension of the student for a period of time ranging from 3 to 10 days or expulsion from the bus for a period of time ranging from one term to 9 consecutive months. There will be a conference before resuming the use of district transportation involving the parent, the principal or designee and other appropriate people.

The following district policies will be followed when the code of conduct is violated:

- Student Discipline (JG)
- Suspension (JGD)
- Discipline of Students with Disabilities (JGDA and JGDA-AR)
- Expulsion (JGE)

### 4. Right of Appeal

- a. At each step of the discipline procedures used in district-approved transportation services, parents, students and/or a representative have a right to appeal.
- b. All appeals must be in writing.
- c. Appeals are to be made to the responsible person at the level of appeal.
- d. Final appeal may be made to the Board.
- e. Board decisions are final.

### 5. Reinstatement

A conference to discuss reinstatement shall be conducted under the following guidelines:

- a. When deemed necessary, parent(s) and student shall be present at the conference;
- b. The principal shall fully explain matters and permit the parties involved to fully explain their positions;
- c. The principal shall make a decision which provides guidelines for the student to follow when transportation services are reinstated.

### 6. Education

- a. Disciplinary action for violating the transportation code of conduct and/or transportation health and safety requirements will normally be confined to district-approved transportation services. Severe violations may result in disciplinary action beyond transportation services.

Students who have lost district-approved transportation services through a disciplinary action shall be expected to continue with the district's educational requirements.

- b. Students' academic grades will reflect academic achievement. Therefore, misconduct or absenteeism shall not be a sole criterion for grade reduction. Students will be expected to continue to meet the district's attendance and educational requirements.

- c. Makeup work may be provided. If makeup work is needed, the district's policy and procedures will be followed.
- d. Alternative education may be provided. If alternative education is needed, the district's policy and procedures will be followed.

**SCHOOL BUS INCIDENT REPORT**

**Student Name:** \_\_\_\_\_ **School:** PRE | SMS | SHS | Other \_\_\_\_\_ **Grade:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Bus Driver:** \_\_\_\_\_ **Bus # & Color** \_\_\_\_\_ **Trip | AM | PM** \_\_\_\_\_

**INFRACTION SUMMARY**

<b><u>Physical Aggression</u></b> (fighting, hitting, pushing, tripping, spitting)	<b><u>Failure to Sit Safely</u></b> (moving, not using seatbelt, facing wrong direction)
<b><u>Verbal Aggression</u></b> (bullying, harassment, insults, name calling)	<b><u>Excessive Noise</u></b> (loud talking, yelling, banging, music, unnecessary noise)
<b><u>Threats / Intimidation</u></b> (causing fear or harm)	<b><u>Distracting Behavior</u></b> (jumping, climbing, standing, changing seats)
<b><u>Obscene Behavior</u></b> (inappropriate language, gestures, profanity)	<b><u>Rough Play w/ others</u></b> (wrestling, bumping, grabbing, pulling, poking)
<b><u>Throwing Objects</u></b> (inside or outside of bus)	<b><u>Failure to Keep Hands/Feet to Self</u></b> (any unwanted touching)
<b><u>Vandalism / Stealing</u></b> (damage/theft to school/person property, graffiti)	<b><u>Hands or Heads Outside Bus</u></b> (any body part)
<b><u>Possession</u></b> (weapons, drugs, or other dangerous / illegal objects)	<b><u>Blocking Aisle / Exit</u></b> (preventing others from getting to/from seat / exit)
<b><u>Smoking, vaping, aerosols, or open flame</u></b>	<b><u>Personal Space Violation</u></b> (invading others' privacy & personal space)
<b><u>Littering</u></b> (creating a mess, leaving trash, food waste)	<b><u>Unsafe Loading</u></b> (Improper boarding / departing / crossing procedures)
<b><u>Insubordination</u></b> (disobedience, not following directions)	<b><u>Eating or drinking</u></b> (other than water)
	<b><u>Other disruptive behavior or rule violation</u></b> (list details below)

**INCIDENT DETAILS (facts and observations)**

---



---



---



---

===== (SCHOOL ADMINISTRATION) =====

**DISCIPLINARY ACTION**

---



---



---



---

**Prior Incidents / Discipline:** Yes / No \_\_\_\_\_ **Number of Prior Incidents:** 1 / 2 / 3 \_\_\_\_\_ **Parent Contact** Yes / No \_\_\_\_\_

**BUS RIDING PRIVILEGES MAY BE REVOKED. PARENTS ARE ENCOURAGED TO DISCUSS THIS INCIDENT WITH THEIR CHILD TO PREVENT FURTHER OCCURRENCE, ENSURING A SAFE AND PLEASANT RIDE FOR ALL.**

\_\_\_\_\_  
**Authorized Signature** **Title** **Report Date**

### School Bus Incident Report

Student's Name \_\_\_\_\_ Student's Address \_\_\_\_\_ Phone Number \_\_\_\_\_

School \_\_\_\_\_ Grade \_\_\_\_\_ Date of Incident \_\_\_\_\_

Bus Driver \_\_\_\_\_ Bus Number & Color \_\_\_\_\_ Trip \_\_\_\_\_ AM \_\_\_\_\_ PM

Dear Parents: The purpose of this report is to inform you of a disciplinary incident involving your student on the school bus, which may have jeopardized the safety and well being of all students. You are urged to both appreciate the action taken by the driver and to cooperate with the corrective action initiated today by the school district.

#### Infraction

- |  |   |
|--|---|
| <input type="checkbox"/> Fighting/Pushing/Tripping   | <input type="checkbox"/> Tampering with bus equipment |
| <input type="checkbox"/> Throwing objects in or out of bus   | <input type="checkbox"/> Hanging out of a window      |
| <input type="checkbox"/> Lighting matches/Smoking on bus   | <input type="checkbox"/> Failure to remain seated     |
| <input type="checkbox"/> Improper boarding/Departing procedures                                    | <input type="checkbox"/> Refusing to obey driver      |
| <input type="checkbox"/> Rude, discourteous, and annoying conduct                                  | <input type="checkbox"/> Destruction of property      |
| <input type="checkbox"/> Bringing articles aboard bus of injurious or objectionable nature         | <input type="checkbox"/> Unnecessary noise            |
| <input type="checkbox"/> Other behavior relating to the safety, well being, and respect for others | <input type="checkbox"/> Spitting/Littering           |

#### Specific Details

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

Previous Warnings  Reported 1<sup>st</sup> Offense  Reported 2<sup>nd</sup> Offense  Reported 3<sup>rd</sup> Offense

#### Disciplinary Action

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

~~BUS RIDING IS A PRIVILEGE, WHICH MAY BE REVOKED. PARENTS ARE URGED TO APPRECIATE THE DISCIPLINARY ACTION TAKEN AND TO DISCUSS THIS WITH THEIR CHILD TO PREVENT FURTHER OCCURRENCE.~~

\_\_\_\_\_  
Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_ Report Date \_\_\_\_\_