Special Meeting
Tuesday, September 10, 2024 5:00 PM

Dr. Matthew Prophet Education Center - Board Auditorium
501 N. Dixon St
Portland, OR 97227

Agenda

1. Dismissal of a Contract Educator (Resolution 6961) Vote- Public Comment Accepted

RESOLUTION No. 6961

Dismissal of a Contract Educator

RECITALS

The Board has reviewed the evidence submitted along with the Superintendent's recommendation for dismissal of a contract educator.

RESOLUTION

The Board of Education affirms the Superintendent's recommendation to dismiss the contract teacher's from employment with PPS. The District will notify the employee in writing of the Board's decision.

Pre-Termination Hearing of Nathaniel Williams

Before Darcy Soto, Hearings Officer, on July 29, 2024

Attorney for the PPS	Teacher's Representative	Witnesses
Mary Kane	**Noah Barish, Attorney**	**Dan Anderson, NMS Labs** **Kenn Meneely, Willamette Valley Forensics**

Facts established at hearing through written reports and testimony:

- Mr. Williams was a PPS educator since 2018 with no significant complaints or concerns until 2023.
- In August 2023, Multnomah County Circuit Court, Family Division entered an order requiring supervision for Mr. Williams to see his child because Mr. Williams tested positive for amphetamine/methamphetamine. PPS Exhibit 5. The Court held: "Given father's drug use, the court is unable to find he is a fit caregiver." The court order provided that he was not allowed to have unsupervised time with his child for at least one year from the date of the order.
- Also in August 2023, TSPC told the District it was beginning an investigation into a report Mr. Williams used illegal substances around his own child. PPS Exhibit 4.
- Mr. Williams told his friend and PPS coworker Damon Miller on August 24 that "he'd screwed up recently, failed a drug test after attending a festival in Astoria." PPS Exhibit 25.
- After learning of the Court Order and the TSPC investigation, PPS met with Mr. Williams and his union representative on August 25, 2023. At the meeting, Mr. Williams admitted he had tested positive for methamphetamine and amphetamine but said that the positive result was caused by Adderall, the medication he was taking to address ADHD symptoms, after switching from Wellbutrin. When asked, he provided no prescription for the Adderall that supposedly affected his prior drug test, at that time.
- At the meeting with PPS, Mr. Williams voluntarily agreed to a drug test, and his union representative drove him to the testing location.
- As part of the testing process, Mr. Williams was required to provide the facility with all of his prescriptions, including dosage, prescribing provider, and contact information for the providers. Mr. Williams did not provide the information to the testing facility that day.
- On August 28, PPS HR reminded Mr. Williams that he needed to provide that information to the testing facility immediately, and if he did not, it could affect his employment.
- The report from the testing facility on September 1 concluded that Mr. Williams was positive for methamphetamine and amphetamine.
- That same day, the Medical Review Office (which evaluates all drug screens) called Mr. Williams about the test results, and asked again for him to provide any prescription medications. The MRO told him that he needed the information within 72 hours to be able to retest the specimen and give consideration to any prescriptions.
- Mr. Williams did not provide this information to the MRO then, nor within the 72 hour period.

- PPS's HR team contacted Mr. Williams between five to eight times, in an attempt to have him provide necessary information to the MRO.
- Mr. Williams still did not provide the information to the MRO at that time.
- On September 19, Mr. Williams took a different, privately scheduled drug screening test and sent photographs of the paperwork to PPS HR, showing that he'd tested negative for illegal substances.
- PPS HR told Mr. Williams that a clean test on September 19 did not excuse the positive test on August 25, and that he needed to give the MRO any information that could explain the positive test for amphetamine and methamphetamine.
- Mr. Williams provided the information to the MRO on October 4, five weeks after the test.
- The information provided by Mr. Williams did not explain the positive test results, according to the MRO, so the test results remained positive for amphetamine and methamphetamine. PPS Exhibit 14.
- After PPS initiated the discharge process, Mr. Williams' attorney sent a letter to the MRO with an opinion from Mr. Williams' expert (Kenn Meneely) that the test results were positive because Mr. Williams used Adderall and Vicks inhalers. PPS Exhibit 17.
- The MRO considered this new information, and found that those two medications could potentially explain the positive test for amphetamine, but did not and could not explain the positive result for methamphetamine. As a result, the test results were amended to show negative for amphetamine and positive for methamphetamine. PPS Exhibit 18.
- PPS then retained NMS Labs which is a national expert in forensic toxicology. NMS reviewed the information from Quest lab (which conducted the test), the conclusions of the MRO, and the information provided by Mr. Williams' expert.
- NMS Labs determined that Mr. Meneely's conclusions were wrong, and that Mr. Williams did test positive for methamphetamine. NMS Labs did substantiate that the positive test result for amphetamine was consistent with Adderall.
- NMS Labs found that Quest had used the appropriate testing, confirmation testing, second confirmation testing, and third confirmation testing processes:
    - the first test screened for the presence of a broad class of drugs, which was positive for methamphetamine;
    - the second confirmation test was positive for methamphetamine above the reporting threshold; and
    - the third confirmation test distinguished between methamphetamine d-isomer (found in street methamphetamine) and l-isomer (found in nasal decongestants).
        - Mr. Williams test was positive for 92% d-isomer (which is found in street methamphetamine) and only 8% l-isomer.
- Mr. Williams' attorney provided a study (Exhibit 7, page 5) that actually confirms PPS expert witness testimony: in tests of subjects using Adderall with results showing levels of methamphetamine above 100ng/ml, the study found that those containing a high percentage of d-isomer show use of street methamphetamine.

- The expert from NMS labs also found that the report from Mr. Meneeley was based on 'very little', probably a one-page summary test result, and, as a result, included a lot of speculation.
- The expert from NMS considered all of the testing information in the approximately 170-page testing document from Quest, and found no concerns with the testing process used by Quest (including their protocols for ensuring there is no 'carry-over' in the testing process, which was an issue Mr. Meneely questioned).
- This hearings officer concludes that the evidence and testimony provided does not adequately substantiate an argument that Mr. Williams' positive test for methamphetamine was caused by legitimate use of prescribed medication, nor was this test result explained in any other manner.

Mitigating facts that were considered by the hearings officer:

- Mr. Williams' attorney asserted that his ADHD explained his difficulty in tracking how to get his prescription information to the testing lab/MRO in a timely manner. That is not credible, given that he is an experienced professional teacher, responsible for many children, parent communication, and professional responsibilities, particularly given the number of requests, and the amount of time (five weeks) he was given to provide the information.
- Mr. Williams' attorney asserted that the Adderall itself might have contaminants that would cause a positive for methamphetamine. PPS's expert testified that there is no literature to suggest that contaminant methamphetamine at >500ng/ml is consistent with Adderall use, and no other literature or study was provided by Mr. Williams to substantiate that claim.
- Both experts agree that the initial test results should have been amended to read something close to 'positive for amphetamine, explained by Adderall use' rather than entirely deleting the positive result for amphetamine. This hearings officer does not find that this materially affected Mr. Williams' rights in this investigatory process nor did it invalidate the positive test result for methamphetamine.

Additional information considered by the hearings officer:

- In 2023, PPS received complaints from 3 different parents about Mr. Williams' conduct. PPS Exhibits 1, 2, and 3. After investigation, Mr. Williams was given a written reprimand for his conduct with students, including concerning conduct towards and in front of students. PPS Exhibit 6.
- Mr. Williams asserted that he was treated differently than others because he is a man of color, and provided national statistics in support of that argument. This hearings officer acknowledges that data, which is compelling in the abstract. However, PPS provided evidence to show that 70% of its investigations over the past 5 years involved employees who were white, and of the situations resulting in discipline, 71% were white employees. This hearings officer did not find any evidence that race was a factor ***in this process***.

Grounds for Dismissal

Insubordination ORS 342.865(1)(c)

After reviewing the evidence presented, I find the District did _XX_ did not _____establish by a preponderance of the evidence (more likely than not) that the facts presented at the hearing represent an insubordination.

I find that Mr. Williams was insubordinate in failing to follow TSPC Standards, and PPS's reasonable expectations, including:

- Board Policy 4.30.023-P Healthy, Substance Free Learning Environment (PPS Exhibit 23)
- Administrative Directive 4.30.022-AD Healthy, Substance Free Learning Environment (PPS Exhibit 24)
- Employee Handbook requirements regarding The Drug Free Workplace Act (PPS Exhibit 22)
- OAR 584-020-0010(5) The Competent Educator; The educator demonstrates a commitment to: Use professional judgment.
- OAR 584-020-0035(2)(a) The Ethical Educator; the ethical educator, in fulfilling obligations to the district, will: 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;
- OAR 584-020-0035(3)(a) The Ethical Educator; in fulfilling obligations to the profession, will: Maintain the dignity of the profession by respecting and obeying the law, exemplifying personal integrity and honesty.
- OAR 584-020-0025(2)(e) Management Skills; using district lawful and reasonable rules and regulations.

Neglect of Duty ORS 342.865(1)(d)

After reviewing the evidence presented, I find the District did _XX_ did not _____ establish by a preponderance of the evidence (more likely than not) that the facts presented at the hearing represent a neglect of duty.

I find that PPS established that Mr. Williams failed to engage in "conduct designed to result in proper performance of duty," which resulted in his testing positive for methamphetamine. Proper performance of his duties, includes refraining from the use of methamphetamine, even while off-duty.

Immorality ORS 342.865(1)(b)

After reviewing the evidence presented, I find the District did _XX_ did not _____ establish by a preponderance of the evidence (more likely than not) that the facts presented at the hearing represent immorality.

This ground for dismissal is challenging in that there does not seem to be one standard or definition for immorality according to the Fair Dismissal Appeals Board (FDAB), and it is a word that has such a charged connotation. That being said, the FDAB cases have found that off-duty conduct by a teacher can

constitute immorality, if there is a connection to the teachers' duties. In this case, testing positive for methamphetamine does have a connection to PPS through the Drug Free Workplace Policy (and the other policies listed above), and to the lessons and standards that are taught to PPS students about the risks and dangers of use of unlawful substances.

Physical or mental incapacity ORS 342.865(1)(e)

After reviewing the evidence presented, I find the District did _____ did not _XX_ establish by a preponderance of the evidence (more likely than not) that the facts presented at the hearing represent physical or mental incapacity.

Inadequate performance ORS 342.865(1)(g)

After reviewing the evidence presented, I find the District did _XX_ did not _____ establish by a preponderance of the evidence (more likely than not) that the facts presented at the hearing represent inadequate performance.

Inadequate performance includes the failure to perform job duties in conformance with school district standards after notice. I find that Mr. Williams had notice of the expectations (as outlined above) that use of unlawful substances was unacceptable, even off-duty, and that he failed to meet the reasonable standards set by PPS.

After reviewing all of the evidence provided, including the mitigating factors and expert testimony offered by Mr. Williams, I uphold PPS recommendation to discharge Mr. Williams.

HEARINGS OFFICERS SIGNATURE

Darcy Soto

Darcy Soto
Hearings Officer

PPS Evidence

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District Statement in Nathaniel Williams Pretermination Hearing

We are here today to present the information in support of the recommended decision to discharge Mr. Williams because, among other things you will hear about, he tested positive for methamphetamines.

Mr. Williams has been a contract educator with Faubion PreK-8 since 2018. His performance evaluations have shown proficiency and there were no substantive complaints or concerns until 2023.

Beginning in the spring of 2023, the District learned of serious concerns from multiple avenues:

- Three different parents complained to the District about Mr. Williams' conduct. (PPS Exhibit 1); PPS Exhibit 2, PPS Exhibit 3) One of these parents is so outraged that she has filed a tort claim notice for Mr. Williams' conduct.
- TSPC informed the District on August 16, 2023 that it was conducting an investigation into a report Mr. Williams used illegal substances around his own child. (PPS Exhibit 4)
- Multnomah County Circuit Court, Family Division entered an order requiring supervision for Mr. Williams to see his child because Mr. Williams tested positive for amphetamine/ methamphetamines. (PPS exhibit 5) Please note the conclusion the Court reached: "Given father's drug use, the court is unable to find he is a fit caregiver." He is unable to be with his child without supervision until he is able to demonstrate that he is 'clean' (free from drugs) for at least one year.

All of these reports led the District to begin an investigation.

The District conducted a review of the circumstances resulting in parental complaints and on December 18, 2023, the District concluded that a written reprimand was appropriate discipline (PPS Exhibit 6) for violating the District's Professional Conduct Between Adults and Students Policy (PPS Exhibit 7); Social Media Use and Expectations for Staff Policy (PPS Exhibit 8); Field Trips Administrative Directive (PPS Exhibit 9); and OARs The Competent Educator and Human Relations and Communication (PPS Exhibit 10) for incidents that occurred in the spring of 2023.

On August 17, 2023, Principal Karmin Williams received a family court order for Mr. Williams in which the Judge restricted his visitation with his child to supervised visitation only because of a positive UA for amphetamine/methamphetamines. (PPS Exhibit 5)

The reports related to Mr. Williams' drug use were investigated, starting on August 25. Human Resources representative Sarah Fitch and Principal Williams met with Mr. Williams and his union representative at Faubion. Mr Williams admitted that he had tested positive for methamphetamine and amphetamine earlier on July 5, 2023. Mr. Williams asserted that the positive test could be explained by the fact that he was taking Adderall, after switching from Wellbutrin. This is not what he told his friend Damon Miller the day before when he'd admitted that "he'd screwed up recently, failed a drug test after attending a festival in Astoria." (PPS Exhibit 25). At the meeting, he could not supply any prescription for the Adderall, but offered to show a prescription for Wellbutrin. Mr. Williams offered no explanation for how he obtained the Adderall he supposedly took nor for why he was taking Adderall without being able to show a prescription.

Mr. Williams voluntarily agreed to another drug test that afternoon, and went with his union representative to the testing center at Concentra Medical Center. As part of the testing process, Mr. Williams needed to provide the facility with all of his prescriptions, including dosage, prescribing provider, and contact information for the providers. Mr. Williams did not provide the information to the testing facility that day.

On August 28 (three days later), Ms. Fitch emailed Mr. Williams to remind him that the information must be provided to ensure an accurate reading. She warned him that withholding that information from the testing center might have an adverse impact on his employment.

September 1, PPS received the results of the drug test: Mr. Williams again tested positive for amphetamines and methamphetamines. (PPS Exhibit 11)

On September 1, the Medical Review Office, the forensic evaluators for drug screens, called Mr. Williams about the test results and AGAIN Mr. Williams was asked to provide the prescription medication and pharmacy name information to them if he wanted to appeal the findings. He was specifically told that he must provide the information within 72 hours so the specimen could be retested, in light of any validated prescriptions. Again, Mr. Williams did not provide this information to the Medical Review Office (MRO), despite multiple instructions to do so.

Even after that, the District's HR team encouraged Mr. Williams multiple times to provide proof for the prescription medication to the MRO, and even offered to assist in getting the information to the MRO. The District reached out to him no less than 8 times. Again, Mr. Williams did not accept their help nor did he provide the information within the requested appeal time frame. You will see the details in the record and in our timeline. (PPS Exhibit 12)

Instead, Mr. Williams told the MRO that he had retained an attorney (which is his right) and told the MRO that they were not authorized to speak to PPS. He then took a privately scheduled drug screening test and sent photographs of the paperwork to Ms. Fitch on September 19 showing that he'd tested negative for illegal substances. A preplanned negative test on September 19, however, does not change or explain the two positive drug tests in July and in August.

On September 27, the District AGAIN told Mr. Williams to provide the necessary information to the MRO to explain the positive test for amphetamines and methamphetamines. Again he did not do so.

As a result, on October 3 the District notified him that the documents he'd provided to the testing facility were insufficient and gave him an October 4 deadline to complete the process. (PPS Exhibit 13)

Mr. Williams finally submitted some information to the MRO on October 4, nearly five weeks after the positive test. The information he provided to the MRO did not explain the positive test results.

On October 11, PPS received an update from the MRO that they had received the information from Mr. Williams but that there was no change in the initial finding that he was positive for amphetamine and methamphetamine. (PPS Exhibit 14)

The District then sent Mr. Williams a Loudermill letter outlining the reasons why the District was considering his dismissal from employment and inviting him to a meeting to give him the opportunity to respond to the District's proposal that he be dismissed on the grounds of gross unfitness. (PPS Exhibit 15)

The meeting was held on Oct 24. Mr. Williams stated that he'd supplied the prescription information to Ms. Fitch but offered no other information to explain the positive test results. (Note that Ms. Fitch is not a medical expert and told Mr. Williams multiple times that he needed to provide this information to the MRO, not to her. And the information he ultimately provided to the medical expert did not alter the positive test result.)

December 19, the District sent Mr. Williams a 20-day notice of intent to dismiss from employment. (PPS Exhibit 16)

The District learned in late January 2024 that Mr. Williams's attorney was interceding on his behalf to have the MRO amend the drug finding that he tested positive for methamphetamine and amphetamine. In January, the attorney sent a letter to the MRO including the opinion from Mr. Williams' expert Kenn Meneely that the test results were false positives due to Mr. Williams use of Adderall and Vicks inhalers. (PPS Exhibit 17)

The MRO's response to this appeal was to amend the Specimen Result Certificate to negative for amphetamine and positive for methamphetamine. (PPS Exhibit 18) In other words, Mr. Williams provided no information to the MRO to explain why he tested positive for methamphetamine, despite multiple, repeated opportunities over the course of over four months. While the MRO seems to have been persuaded that Adderall was the cause of the presence of amphetamines, they were not persuaded that Vicks was the cause of the presence of methamphetamine. Or that trace elements of methamphetamine were in the Adderall. Note also that he has never provided any information to the District to explain the positive results from the test conducted during the child custody dispute.

I want to spend a few minutes talking about the expert reports as they are critical to understanding the District's perspective as to why we are seeking dismissal. Mr. Williams hired Mr. Meneeley to write a report having no access to any of the underlying medical information and so:

- Mr. Meneeley had no access to the original urine screens
- Mr. Meneeley did not have access to the documentation (litigation) report from Quest labs prior to writing his report
- Mr. Meneely had no information on the type of screening tools used by Quest labs
- Mr. Meneely did not make an independent analysis of the testing
- Mr. Meneely did not discuss with the MRO the analysis and determinations made by MRO and the labs.

Because of these limitations, his report talks in generalizations about what types of tests would produce good results.

- He opined that only a GC/MS test would produce a good result but questioned whether that was used in this case. It was.

- He opined that it would be highly inappropriate to suggest a positive test for amphetamine or methamphetamine when there was a prescribed medication at issue. This is true but Mr. Williams didn't inform the lab that he was taking a prescribed medication initially, despite multiple prompts from PPS.
- He opined that Vicks vapoinhaler could have caused the positive result for meth. Neither MRO nor the District's expert support this theory.
- He also opined that the presence of trace elements of meth in the Adderall could have caused the positive urine screen for methamphetamine and amphetamine. But that is not supported by the MRO finding nor by the District's expert.

When the District received this forensic report from Mr. Meneeley, we contacted NMS labs, national experts in forensic toxicology, for verification of the hypothesis put forward by Mr. Meneeley and to do an analysis of the toxicology report provided to us in the litigation report from Quest labs, the facility that tested Mr. Williams's urine on August 25. (PPS Exhibit 26)

NMS labs' toxicologist (PPS Exhibit 19) confirmed the following:

1) Quest used GC/MS confirmation tests on the urine specimen from Mr. Williams. The confirmation test confirmed the presence of both amphetamine and methamphetamine.
2) The GC/MS test was able to distinguish between methamphetamine d-isomer (found in street methamphetamine and l-isomer (found in nasal decongestants).
    a) The urine test showed 92% d-isomer and 8% l-isomer.
3) The Urine results showed:
    a) Adderall would account for at least a portion of the amphetamine finding.
    b) any methamphetamine found in Adderall would not show in a urine screen threshold of 500 ng/mL with the d-isomer less than 90%
    c) THE AMPHETAMINE AND METHAMPHETAMINE FOUND IN THE URINE IS CONSISTENT WITH POLYDRUG USE, OR AMPHETAMINE AND METHAMPHETAMINE USE (PPS Exhibit 20)

I would like to introduce the District expert witness now.

TESTIMONY OF DISTRICT EXPERT

Thank you for being here. Can you tell the hearings officer your name and what you do for a living?

Sure, my name is Dan Anderson I'm a forensic toxicologist with NMS Labs which is basically outside of Philadelphia Pennsylvania.

And that is where you are currently employed?

Yes, I am currently employed there, yes. While I am physically located in Denver Colorado as I work remote.

How long have you been a forensic toxicology officer?

Almost 34 years and I've been with NMS for about three and a half years.

What do you do as a forensic toxicologist?

My primary responsibility is the analysis of biological specimens for drugs and poisons as well as interpretation of these results in context with the case history and then assist attorneys medical examiners and interpreting those results

Do you have any board certifications?

Yes I'm actually board certified by two different boards ABT The American Board of Forensic Toxicology and the American Board of criminalistics- ABC and I'll pause

Break in testimony to admit individuals to hearing-hearing officer request no further attendees be admitted until Mr. Anderson's testimony is concluded

You had an opportunity to review the documentation package (also known as the litigation packet) produced by Quest Labs regarding their process and analysis of Mr. Williams August 25, 2023 urine specimen, correct?

Yes, I did.

You also had the opportunity to review the forensic report written by Mr. Meneeley. Correct?

Yes I did.

Let's start with the report from Quest Labs. Briefly, describe what it is.

It is, it's a litigation package or discovery package from a laboratory. It was very well laid out; it includes a chain of custody and the various tests that they performed. Three major tests that they performed including a urine drug screen that says Yea or Nay to a bunch of class of drug and and then confirmation techniques one of them being a GCMS confirmation of amphetamine and methamphetamine and depending on those results made them or they reflex to a secondary confirmation technique where they actually

determined the isomer determination the D an L isomer. So three separate tests are in that packet that includes all the scientific tracings, it includes CV's of the analysts, I think it was about 170 something pages in length. I actually thought it was very well laid out considering I've seen several others that are not as good.

Did you find Quest was organized and conducting their testing schematics?

In their workflow, yes, I mean it was very systematic and how they approached it, what I could tell. They had the appropriate quality assurance measures in the litigation package, so yes.

So you you stated they conducted a testing screen on the urine that shows General positivity right?

Correct, yes

You said they then conducted a GCMS confirmation test. What is it, what is it and what does show?

The GCMS confirmation technique,so they go back to the urine- the actual evidence itself or the sample submission. They resample it. They perform a chemical extraction with known positive and negative samples or standards besides the the urine sample of Mr. Williams and what it showed was it was positive above their reporting threshold of 500 nanograms per mil and it showed amphetamine at approximately 2069 nanograms per Mll and methamphetamine approximately 53 per milliliter

You also said they conducted a DL meth isometric differentiation test on September 1, what is that, and what is his show?

So if that secondary test the second GCMS test was the methamphetamine was less than 500, Quest would have not conducted that third test. It would have been deemed negative and it would have been done, it wouldn't have been reported out as amphetamine. Because that was greater than their 500 nanogram per mil threshold it automatically triggered that D and L isomer, the D and L isomer, so methamphetamine can exist as two isomers the D and the L, if somebody is using methamphetamine from the street or elicit manufacturing you tend to see the D, you will see the D isomer more so than the L. If somebody is using over the counter Vicks nasal bullets that you can basically buy from any store virtually. That primarily contains the L methamphetamine so quested you know did that did that third Did that tertiary test to determine the percentages of D and L and it the results were 92 to 8- 92% D which is the street aspect and then 8% L which is if you will the Vick inhaler aspect… but its not.

You read Mr. McNeely's report as well. What did he review to write his report?

When I first looked at Mr. Mcneely's report it was very evident that he was supplied very little. Basically he was given a one-page probably the final report from Quest with the actual result. So when he wrote that original report he did not have access to everything- that 170 some page document that I reviewed based on what he wrote. There's a lot of speculation in that report, that if they had done this, maybe they wouldn't have reported it. If they had done that, they wouldn't have reported it concept and Quest did do all the job that they needed to do in order to draw the conclusions that were drawn.

Some of the speculations, that is in Mr Mcneely's report, opined that unless they conducted a GCMS and DL test they couldn't differentiate amphetamines- methamphetamines from Adderall, but they did conduct those tests you stated, correct?

Yes they did.

And these tests can distinguish between Adderall and street drugs? It identifies methamphetamine and amphetamine and it identifies D and L isomer, and then that's where we come into the interpretation of what does D and L isomer mean, Yes <27.35 in recording>

He cites a study in a lab's ability to distinguish these isomers. Can you speak to this?

Well, I mean, if Quest had stopped at test number two, you know, where it was just a GCMS confirmation of methamphetamine amphetamine . That does not differentiate the D and L isomer. So I would agree with him on that. However, they didn't stop and they kept testing. They testing it for the D and L isomer of methamphetamine and they were able to separate and distinguish the difference.

Mr. William also argues that the testing done by Quest, contained contaminate carry over. Did you find any evidence to support this?

No. I looked at it in that context as well. There is an actually in the in the schematic or testing schematic, they run request or Quest analyzes what they call "carry over control", as well as a negative control. And this carry over control, actually was more concentrated. I looked at the area account under the peak and that typically reference proportional to concentration it was 40 to 45% times that calibrator. So in other words, in order to check if your instruments are caring over. Let me explain carry over first. Your basically inject a sample on an instrument and then the next sample after that you're worried about the concentration bleeding over into that next sample. So you are verifying whether it is carrying over or not. So what Quest does is they inject approximately about 10000 nanograms per milliliter sample before injecting the negative control to demonstrate that if 10000 nanograms doesn't carry over to the negative control then nothing will. And so in their sequence Quest actually does it 250 nanogram calibrator And then the 10,000- approximately 10,000, and then a negative control and that

negative control showed absolutely no carryover demonstrating the instrument functioning as it should.

Mr Williams said that any random UA you would do as part of a last chance plan allowing him to continue as an educator with the district might show a positive for methamphetamine communication you're talking abou- object by Noah. MK ok i will claw that back

Is it possible that the use of Adderall would create a false positive for methamphetamine because there are trace elements in the Adderall?

Well there is. The literature is very sparse in that category, as much research as I have done and looked at- very difficult to find literature to suggest that methamphetamine would ever climb to greater than 500 milnanogram per mil, or you know that threshold or recording threshold that Quest has. I would concede that because I did find one piece of literature that if you look the ratio of amphetamine to methamphetamine that anything less than maybe .5% percent or, maybe I got it backwards, would constitute amphetamine or methamphetamine use. But it is far pressed so, I mean, No. The thresholds are purposely put on urine analysis for purposes of this. I can look at the results and say that the amphetamine concentration far exceeds that of methamphetamine and it's consistent with Adderall use. I would agree with that. However I don't have a good explanation for the methamphetamine especially above their reporting threshold.

You're talking about the…i am going to ask a little more about the reporting thresholds or reporting limits. So when you looked at what Quest uses as their threshold or reporting limits, does that threshold of 500, does it take into account, is that done that high to take in account that there may be some trace elements.

Yes possible, yes.

So can you say is that level high enough high enough to overcome trace elements of methamphetamine in adderall?

Yes, it is.

Ok I want to recap your testimony.
One, the methamphetamine found in Mr. Williams urine was not from a vicks inhaler and you base this on the different isomers found in his urine. Correct?

Yes that is correct. Yes, with 92% D icomer that was detected in the urine is more consistent with street methamphetamine .

Your testimony is that methamphetamine in the urine is not from contaminated Adderall although there is suggestion that small amounts could come from the prescribed medication in

the literature is sparse. And and MRO literature suggests that reporting threshold of 500, well you have it at 500, but is that the highest.

> Well there is actually two programs. It depends on whether you're following federal guidelines. Federally regulated MRO programs, which is actually set at 250. Quest happens to set there's at 500 which is a non regulated.

So it is actually higher?

> Yes, Quest is actually higher. They give a lot more of a conservative approach if you will.

So to summarize, Quest is using a reporting threshold of 500 ruling out the suggestion that methamphetamine was from a contaminated Adderall.

> Correct.

Correct. Thank you for your testimony.

End of Testimony

Despite all the evidence to the contrary, Mr. Williams remains adamant that he does not use drugs and that his positive ua was the result of Adderall. That simply can not be true, as validated by the MRO, and corroborated by our expert.

The District has offered to assist him getting into treatment but he has refused. He was also unwilling to enter into a Last Chance Agreement that would enable the District to ensure his level of safety. This puts the District in a difficult position with respect to our responsibility toward the students in our care. Multnomah County Circuit Court, after a full hearing and evidence, concluded that Mr. Williams is not safe to be alone with his own child. How can the District put him back in the classroom with our students, when he refuses to acknowledge any problem or agree to any guardrails to assure the District he is not using illegal drugs? The District cannot ignore the conclusions in the Court's order (an order that is still in place today), the positive drug tests for methamphetamine at the Court's order and District's request, and his refusal to agree to any treatment or monitoring.

The District has struggled with this decision and has made multiple attempts to avoid this outcome.

- The Human Resources team reached out to him multiple times over the fall to assist him with providing mitigating evidence to the lab. He declined.
- We've offered him assistance in getting into a treatment program. He declined.
- We offered an alternative disciplinary action. He declined.

Mr. Williams' counter was that any subsequent dirty UAs would be due to contaminated adderall tablets and he should be allowed to submit the contaminated tablet (not sure how he would do this as he would presumably have ingested the contaminated tablet) to NMS labs for review. Our expert from NMS labs has stated that even if an adderall tablet contained trace amounts of methamphetamine, the amount would be insufficient to show up in a urine sample.

Mr. Williams insists that he does not have a problem with methamphetamine and yet refuses to engage in any kind of safety plan that would allow him to continue to work with safeguards in place so that our students can be safe. The District has no choice but to recommend his termination.

Mr. Williams argues that he was targeted because he was a teacher of color and that it was unreasonable for the District to ask him to take a drug test. The District's request for Mr. Williams to take a drug test on August 25 was reasonable in light of the information it received. (PPS Exhibit 21) And the District did not engage in a discriminatory practice when they began the investigation, which included asking him to voluntarily take a drug test. In the last five years, the District has investigated 51 allegations of drug or alcohol use by District staff. 36 of those situations involved employees who were white – that's 70% of the investigations. That statistic alone shows that the employee's race or color was not a factor. Of those 51 situations, 17 resulted in the termination of the employment in some manner. Those 17 situations represent 71% of the total investigations into allegations of drug or alcohol use. Again, that statistic shows that there is nothing to suggest that Mr. Williams was treated differently or more harshly because of his race.

He also argues that using information about his personal life violates the CBA. He misconstrues the language in the CBA which allows that the personal life of a professional educator is an appropriate concern of the District where it relevantly affects the professional educator's fitness for or performance of his/her professional duties." Use of illegal drugs in his personal life and in the workplace is relevant information for the District to consider.

The allegation of unlawful drug use by Mr. Williams has been substantiated and the bases to request Mr. Williams's dismissal are his violations of the following:

Violation of Federal Law:

The Drug Free Workplace Act states that PPS is subject to the requirements of the federal Drug Free Workplace Act of 1988. It requires workplaces to be free of illegal

drugs and the effects of these drugs. The notice is outlined in the Employee Handbook, (PPS Exhibit 22; page 18-19)

Violation of District Policy:

Board Policy 4.30.023-P Healthy, Substance Free Learning Environments, which states “To ensure student wellbeing and optimal use of educational resources, the Portland Public Schools Board of Education and the staff of the district support healthy, substance-free learning environments for students and school staff.” (PPS Exhibit 23)

Administrative Directive 4.30.022-AD Healthy, Substance Free Learning Environment which states, “The Portland Public Schools Board of Education and the staff of the district support safe,healthy, and substance-free learning environments for students which are free of the detrimental effects of substances (drugs, alcohol, tobacco, and other substances).” (PPS Exhibit 24)

Employee Handbook, which states “Drug Free Workplace Act. The Portland Public School District is subject to the requirements of the federal Drug Free Workplace Act of 1988. This Notice to Employees of Portland Public Schools is given to comply with that federal law. This notice is part of the District’s Drug Free Awareness Program. It is our policy that the workplace is to be free of illegal drugs and the effects of these drugs.

Employees affected by illegal drugs and certainly the use of drugs in the workplace are both very serious problems that affect safety, productivity, and our responsibility as role models to encourage our students to reject drug use and view it as unacceptable. Drug use in the workplace can create a safety hazard to other persons and has proven to reduce productivity, to increase the rate of job errors, and to increase the incidence of on-the-job injuries.

The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace. Employees who violate that rule or are affected by illegal drugs at work are subject to discipline, which can include dismissal.” (PPS Exhibit 18 pg. 18-19)

Violation of TSPC standards:

OAR 584-020-0010(5) The Competent Educator; The educator demonstrates a commitment to: Use professional judgment.

OAR 584-020-0035(2)(a) The Ethical Educator; the ethical educator, in fulfilling obligations to the district, will: 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;

OAR 584-020-0035(3)(a) The Ethical Educator; in fulfilling obligations to the profession, will: Maintain the dignity of the profession by respecting and obeying the law, exemplifying personal integrity and honesty.

OAR 584-020-0025(2)(e) Management Skills; Using district lawful and reasonable rules and regulations.

Mr. Williams behavior establishes grounds for dismissal under Oregon state law (ORS 342.865) as follows:

(1)(b) Immorality; the District finds that being under the influence of methamphetamine while at work is immoral. A key component of an educator's responsibility and duty is to model appropriate behavior for students and using controlled substances contradicts that duty.

(1)(c) Insubordination; the District finds that the intentional violation of District policy is an act of insubordination. In addition, he was asked repeatedly to supply prescription information that he said would mitigate the positive result of his drug screen, and failed to provide this information in a timely manner.

(1)(d) Neglect of Duty (1)(d); the District finds that his drug use constitutes neglect of duty and constitutes failure to follow the Drug Free Workplace directive.

(1)(e) Physical or mental incapacity; the District finds that being under the influence of methamphetamine renders him incapable of adequately performing all duties of a professional educator and is a safety risk for students assigned to his care. It is also a liability risk for the District.

(1)(g) Inadequate Performance; the District finds that evidence of his drug use constitutes inadequate performance.

We urge you to uphold the Superintendent’s recommendation for dismissal.

Portland Public Schools
Unified Complaint Form Submission

ID# : UCF-00049
Submission Date and Time: 4/20/2023 13:43:46

Submission type:
I would like to receive updates about the complaint. I will provide my contact information.

First Name: [redacted]
[redacted]
Email Address: [redacted]
Phone Number: 5[redacted]
Preferred Contact Method: Phone

Date and Time of Incident: 8/30/22, 9/22/22, 2/13/23, 2/14/23

Involves a School, Department, or Program: School
If school, school name: Faubion PK-8
If department, department name:
If program, program name:
More detailed location: Classroom

Does it involve a Staff Member, Administrator, or Student: Staff Member
If staff member, name: Nathaniel Williams
If student, name:

Kind of complaint: Student Safety
If a Formal Complaint, what kind:
If discrimination was a factor, describe the discrimination:

What happened summation: Other
Anyone hurt?: No.
Witness Names: Multiple parents and kids
Any Evidence: Yes

Have they spoken to someone: Principal/Assistant Principal/Vice Principal
If yes, the name of the person they spoke to: Dr. Karmin Williams, Andrea Atherton, Debbie Mabe, Esther Omegbehin
Result of discussion:

Dr. Williams - she agreed to transfer my child out of the class. I just met with the others today and was told an official meeting with Karl Logan would be scheduled to discuss my concerns.

Additional information:
I have a long email of many events, I chose child safety for a category on this form, however I wish I could chose almost all of them as there has been so many issues. I have provided Andrea Atherton a copy of the email that I sent to Dr. Karmin summing up our discussion in November and new concerns. Summing up the concerns he cusses in classes, discusses inappropriate topics in class, both personal and about illegal activity. He openly discusses other parents concerns and childrens IEP programs. He violates the kids privacy by going through their phones. Without the schools knowledge he has taken his entire class on outings to the near by store. He is often late to school leaving the kids by themselves. I have recently learned that he has been body shaming kids and calling parents bad names to the class. He has been witnessed going through dating apps in class.

What Resolution are they seeking:
I believe that this teacher should be removed from the classroom. Multiple parents have removed their child from his class, even some the entire school. Today myself and 2 other moms showed to the district office to speak with anyone who would hear us. The resolution from today's meeting was that an official meeting with Karl Logan would be organized for to come back and express our concerns. I am worried if Nathaniel Williams learns of our meeting, he may exhibit unsafe behavior in the classroom.

Date entered by complainant:
4/20/2023

Portland Public Schools

Unified Complaint Form Submission

ID# : UCF-00047
Submission Date and Time: 4/20/2023 12:54:31

Submission type:
I would like to receive updates about the complaint. I will provide my contact information.

First Name: T[redacted]
First Name: [redacted]
Email Address: [redacted]
Phone Number: [redacted]
Preferred Contact Method: Email

Date and Time of Incident: ongoing

Involves a School, Department, or Program: Program
If school, school name:
If department, department name:
If program, program name: Faubion k-8
More detailed location: Classroom

Does it involve a Staff Member, Administrator, or Student: Staff Member
If staff member, name: nathaniel williams
If student, name: [redacted]

Kind of complaint: Student Records
If a Formal Complaint, what kind:
If discrimination was a factor, describe the discrimination:
body shaming gay bashing and racism

What happened summation: Taunting, curelty
Anyone hurt?: No.
Witness Names: Mr williams entire 5th grade class
Any Evidence: Yes

Have they spoken to someone: Teacher/Employee, Counselor, Principal/Assistant Principal/Vice Principal
If yes, the name of the person they spoke to: Karmen williams, cynthia kiefer, Karl logan
Result of discussion:
nothing

Additional information:
there are too many details to provide here as the complaint falls under many categories and many incidents have occurred I have provided a formal letter to mr logan and i will be happy to provide any additional information. This form is very specific, and these incidences have been ongoing.

What Resolution are they seeking:

Date entered by complainant:
4/20/2023

Portland Public Schools
Unified Complaint Form Submission

ID# : UCF-00048
Submission Date and Time: 4/20/2023 13:25:38

Submission type:
I would like to receive updates about the complaint. I will provide my contact information.

First Name: [redacted]
First Name: [redacted]
Email Address: [redacted]
Phone Number: [redacted]
Preferred Contact Method: Email

Date and Time of Incident: Too many most recent 4/17/2023

Involves a School, Department, or Program: School
If school, school name: Faubion PK-8
If department, department name:
If program, program name:
More detailed location: Classroom

Does it involve a Staff Member, Administrator, or Student: Staff Member
If staff member, name: Nathaniel Williams
If student, name:

Kind of complaint: Formal Complaint (Div22)
If a Formal Complaint, what kind:
If discrimination was a factor, describe the discrimination:
It's seems Nathaniel Williams treats his male students horribly which includes my son. He is overly nice to the female students. He is bullying these kids and making them afraid to tell their parents. Making both male and female students uncomfortable . I have heard a lot of stories that have made me uncomfortable as a parent. He told my son he had lice after their was an outbreak with another student my son replied I have dermatitis Mr. Williams replied you don't know what you have. He also told my son "it takes a fool to know a fool" the day of the lice outbreak he took my child and the classroom 6 blocks away to a corner store without my or the other kids permission. And made them stand outside cause they didn't have any money. He fat shamed a student and made him afraid to be in his classroom and no has to do distance learning. Etc

What happened summation: Teasing, name calling
Anyone hurt?: Don't know.

Witness Names:
Any Evidence: Yes

Have they spoken to someone: Principal/Assistant Principal/Vice Principal
If yes, the name of the person they spoke to: Dr. Karmin Williams
Result of discussion:
Nothing

Additional information:

What Resolution are they seeking:
Fire Mr. Williams

Date entered by complainant:
4/20/2023

Gena King <gking@pps.net>

RE: TSPC Inquiry on DHS referral for Fabian Educator (Nathaniel Williams)

1 message

LINDLEY Quinn * TSPC <Quinn.LINDLEY@tspc.oregon.gov> Mon, Aug 28, 2023 at 11:14 AM
To: Gena King <gking@pps.net>

Hi Gena,

The DHS screening (Report ID #: 3644314) was closed at screening by OTIS Investigations Unit Manager McKenzie Fauth so there is no active DHS/OTIS investigation. There is no other information attached. I hope that helps!



Quinn Lindley

Investigator, NCIT

Teacher Standards and Practices Commission

250 Division Street NE, Salem, OR 97301

Quinn.Lindley@oregon.gov

Cell: 503-551-8557

****

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Data Classification Level - 3 - Confidential

From: Gena King <gking@pps.net>
Sent: Friday, August 25, 2023 10:00 AM
To: LINDLEY Quinn * TSPC <Quinn.LINDLEY@tspc.oregon.gov>
Subject: Re: TSPC Inquiry on DHS referral for Fabian Educator (Nathaniel Williams)

Thank you, Quinn. Are you able to share the name/contact information for the DHS investigator?

Kind Regards,

Gena King
Paralegal
Portland Public Schools
General Counsels Office
Office: 503-916-3117

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On Thu, Aug 24, 2023 at 10:43 AM LINDLEY Quinn * TSPC <Quinn.LINDLEY@tspc.oregon.gov> wrote:

> Hi Gena,
>
> Thank you very much for the speedy response. Since that is the case, TSPC will need to send PPS a subpoena requesting access to all related records to look into these complaints further to determine if we will need to open our own full investigaiotn. I have gone ahead and attached it here within this email. Thank you!
>
> 
>
> ***Quinn Lindley***
>
> ***Investigator, NCIT***
>
> ***Teacher Standards and Practices Commission***
>
> ***250 Division Street NE, Salem, OR 97301***
>
> ***Quinn.Lindley@oregon.gov***
>
> ***Cell: 503-551-8557***
>
> **********

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Data Classification Level - 3 - Confidential

From: Gena King <gking@pps.net>
Sent: Wednesday, August 23, 2023 4:29 PM
To: LINDLEY Quinn * TSPC <Quinn.LINDLEY@tspc.oregon.gov>
Subject: Re: TSPC Inquiry on DHS referral for Fabian Educator (Nathaniel Williams)

Hello Quinn,

The allegations do have student safety components. Can you share the name and contact information for the DHS worker assigned to the matter?

Kind Regards,

Gena King
Paralegal
Portland Public Schools
General Counsels Office
Office: 503-916-3117

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On Mon, Aug 21, 2023 at 8:06 AM LINDLEY Quinn * TSPC <Quinn.LINDLEY@tspc.oregon.gov> wrote:

> Good morning Gena!

Thank you so much for the quick response. Am I able to ask what the associated allegations are related to the current investigation(s)? If not, are you at least able to tell me if they are in any way related to erratic behavior or any child safety issues? Any information at all helps us make a better decision, thank you!



Quinn Lindley

Investigator, NCIT

Teacher Standards and Practices Commission

250 Division Street NE, Salem, OR 97301

Quinn.Lindley@oregon.gov

Cell: 503-551-8557

****

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Data Classification Level - 3 - Confidential

From: Gena King <gking@pps.net>
Sent: Friday, August 18, 2023 8:13 AM
To: LINDLEY Quinn * TSPC <Quinn.LINDLEY@tspc.oregon.gov>
Subject: Re: TSPC Inquiry on DHS referral for Fabian Educator (Nathaniel Williams)

Hello and happy Friday Quinn!

Mr. Williams is currently the subject of an investigation regarding allegations raised by three different parents, one of which has also filed a tort claim notice. However, we are unaware of allegations of illegal substance use.

Kind Regards,

Gena King
Paralegal
Portland Public Schools
General Counsels Office
Office: 503-916-3117

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On Wed, Aug 16, 2023 at 3:06 PM LINDLEY Quinn * TSPC <Quinn.LINDLEY@tspc.oregon.gov> wrote:

> Hi there Gena!
>
> Happy Wednesday! I wanted to reach out to check with you to see if PPS has any information related to a DHS referral TSPC received on a Fabian Elem. Educator by the name of Nathaniel Williams. Unfortunately, I cannot specifically spell out to you what the referral alleges if PPS does not already have it because it could be seen as potentially defamatory if I shared that information. What I can say is the referral is related to the educator's conduct at home and the educator was ordered to receive a certain "screening" related to usage of an illegal substance related around his own children. Obviously there could be a nexus issue there for TSPC to investigate this so I just wanted to check to see if the school district has recently investigated any performance or misconduct issues with the educator. Any information helps, as always thank you Gena!
>
> 
>
> ***Quinn Lindley***
>
> ***Investigator, NCIT***
>
> ***Teacher Standards and Practices Commission***
>
> ***250 Division Street NE, Salem, OR 97301***
>
> ***Quinn.Lindley@oregon.gov***
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> ***Cell: 503-551-8557***
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> **********
>
> **CONFIDENTIALITY NOTICE: This e-mail may contain confidential and privileged information. If you have received this message by mistake, please notify us immediately by replying to this message or telephoning us at the above number. Do not review, disclose, copy or distribute the message.**

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IN THE CIRCUIT COURT FOR THE STATE OF OREGON
FOR MULTNOMAH COUNTY
Family Law Department

FILED
JUL 28 2023
Circuit Court
Multnomah County, Oregon

[redacted]

Petitioner,

and

Nathaniel Williams,

Respondent

Case No. 1[redacted]

FINDINGS OF FACT AND ORDER ON MOTHER'S MOTION TO ENFORCE and MOTION TO MODIFY

Petitioner, J[redacted] (hereinafter referred to as "Mother"), and Respondent, Nathaniel Williams (hereinafter referred to as "Father", appeared before the Court on July 5th, 6th, and 7th, 2023 for a Motion Hearing regarding Enforcement of Parenting Time and Modification of Judgment. Petitioner appeared with counsel, Ms. Popia. Respondent appeared *Pro Se*. Ms. Faber appeared as counsel for the child.

The following exhibits have been received and are included in the evidentiary record:

Petitioner's Exhibits 2-7, 9-20, 22-26, 28, 30 and Respondent's Exhibits 101 and 201.

The Court ordered Respondent to take an observed Urinalysis ("UA") test, and he did on 7/5/2023.

The UA results were not yet available at the conclusion of the trial and the evidentiary record was left open for this exhibit only. The UA results were submitted *via* email and are made part of the record as Petitioner's Exhibit 31. The UA results were deemed admissible under the order requiring Father to take a UA.

The Court makes the following Findings of Fact:

1. [redacted]
2. [redacted]
3. [redacted]
4. Father denies any drug use, however his recent 7/5/2023 UA was positive for amphetamine/methamphetamine.
5. [redacted]

19DR20732
OREN
Order – Enforce Parenting Time
17000270

Williams, Nathaniel- positive drug test investigation file as of 1.1.2024
Sent to N. Barish
Page 2 of 121

Verified Correct Copy of Original 8/1/2023.

6. [redacted]

7. [redacted]

The court weighs the factors under ORS 107.137 as follows:

1. [redacted]
2.
3.
4.
5.
6.

The Court hereby ORDERS:

1. Mother's Motion for Enforcement of Parenting Time is denied. Mother failed to provide evidence of times Father withheld parenting time from her.
2. Mother's Motion to Modify Custody is granted.
3. Mother is award sole legal custody of the child.
4. Until Father can demonstrate a period of a year of clean time parenting time will be supervised.
5. Father will have the child from 10 am to 2 pm every Saturday for supervised parenting time, supervised by a supervisor approved by Mother.
6. Exchanges of the child with Father (and with the supervisor) will take place at the downtown Beaverton police station.

Williams, Nathaniel- positive drug test investigation file as of 1.1.2024
Sent to N. Barish
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Verified Correct Copy of Original 8/1/2023

7. All contact between the parties will go through Our Family Wizard application unless it is an emergency, in which case parties may text only.
8. Ms. Popia will draft the Supplemental Judgment within 30 days.

07/28/2023

Date

Circuit Court Judge

Xiomara Torres H.

Williams, Nathaniel- positive drug test investigation file as of 1.1.2024
Sent to N. Barish
Page 4 of 121

PORTLAND PUBLIC SCHOOLS
Human Resources
501 N Dixon Street • Portland, OR 97227
503-916-3544 • Fax: 503-916-3107
Portland Public Schools is an equal opportunity and affirmative action employer.

December 18, 2023

Nathaniel Williams
2002 NE Wasco St
Portland, OR 97232

Dear Nathaniel,

Re: Written Reprimand - misconduct

I am issuing a written reprimand in conclusion to the District's recent investigation following parent complaints regarding both your conduct and professionalism.

Background

You have been employed as a contracted professional educator at Faubion since August 16, 2018. The main allegations were that you:

- posted a photo of a student on your own personal social media without redacting or blurring the student's face and without permission from the student's parent/guardian;
- included personal information that was not age appropriate during an introductory talk you gave to students at the start of the 2022-2023 school year;
- had certain students in your class sit at what was called "the knucklehead table;"
- called female students nicknames, such as "Baby Girl," "Sweetie," and "Homegirl:"
- "body shamed" a student who was overweight;
- called students "crybabies;"
- posted students' grades so that classmates could identify who the grades belonged to;
- used profanity and played music that contained profanity during class time;
- viewed a dating app and a video of a woman dancing in a sexually provocative manner ("twerking") on your phone during class time in view of students; and
- made homophobic comments.

Investigation

You participated in a number of interviews with a District investigator and waived your right to union representation. The following allegations were substantiated:

Student Photo / Social Media

A parent alleged that you posted a photo of her son on your personal social media page without blurring his face and without her consent. You said that you texted the photo to the parent but you denied posting it on social media. The parent provided a screenshot of your post and it is consistent with the style of Facebook and the District, therefore, assigned credibility to the

Williams, Nathaniel-personnel file as of 1.11.2024
Sent to N. Barish 1.11.2024
Page 39 of 195

parent. The District finds that your conduct violated 8.60.044-AD Social Media Use and Expectations for Staff as well as a violation of The Family Education Rights and Privacy Act (FERPA).

Inappropriate Nicknames

You admitted to using such nicknames as "Baby Girl", "Sweetie" and "Homegirl" when addressing female students and you said that your use of nicknames is "culturally responsive". The District finds that your conduct violates the Professional Conduct Between Adults and Students Policy.

Placing Students at a "Knucklehead Table"

You admitted that you had designated a table in your classroom as a "knucklehead" table and said that you assigned students, who did not get along with each other, to the "knucklehead" table for approximately a month or two. You stated that the word "knucklehead" is culturally responsive and a nickname in your culture. The District finds that your conduct violated TSPC standards, specifically OAR 584-020-0010(1)(2)(3)(4)(5)(6) The Competent Educator and OAR 584-020-0030(2)(b) Human Relations and Communications.

Profanity in the classroom

It was alleged that you both use profanity in the classroom and that you play music containing profanity in the classroom. You admitted to using profanity in the classroom and said that you repeat words used by the student, back to the student, as a teaching method. You said that your music "is usually edited through your Apple music" and if profanity "slips through" you "try to catch it". The District finds that your conduct violated TSPC standards, specifically OAR 584-020-0030(2)(b) Human Relations and Communications and OAR 584-020-0010(5) The Competent Educator.

Unauthorized Walking Field Trips

You admitted that you had taken students on two unauthorized walking field trips and said that it had been an "honest mistake". The District finds that your conduct violated 6.50.011-AD Field Trips.

Oversharing of Personal Information

In response to the allegation that you disclosed to students that your father was a murderer, your mother had a child that she didn't want at age 16 and that it was "probably because of your mother" that you don't have good relationships with women, you said that kids hear about murder all the time on the news, that you didn't say anything that children don't hear outside of the classroom, and that it was in the past you didn't have good relationships with women, not currently. The District finds that your conduct violated TSPC standards, specifically OAR 584-020-0010(5) The Competent Educator, OAR 584-020-0030(1)(2)(b) Human Relations and Communications.

Findings

The District finds that your conduct violates District policy and TSPC standards, as outlined above. A copy of my letter will, therefore, be placed in your personnel file to serve as a Written

Reprimand. Additional acts of misconduct will result in additional disciplinary action, up to and including your dismissal from employment.

Sincerely,

K. Williams
Karmin Williams
Principal - Faubion

cc: Sarah Fitch, Sr. Partner - Employee & Labor Relations

Williams, Nathaniel-personnel file as of 1.11.2024
Sent to N. Barish 1.11.2024
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Board Policy 5.10.064

Professional Conduct Between Adults and Students

PURPOSE

District staff show extraordinary dedication and care in their daily work with students. A hallmark of this commitment is the development of strong relationships between adults and students. We believe that:

A. Children are always learning about healthy relationships, and their most significant learning about relationships comes from how adults behave.
B. Consistent relationship boundaries help children feel safe. Boundaries help them trust adults and help them know what is healthy behavior.
C. Children need adults to be adults. Adults' behaviors set the conditions for healthy relationships.
D. Adults are responsible for creating safe spaces.

The purpose of this policy is to establish common understanding and expectations for all adults in our District on setting consistent and safe boundaries with students. Those boundaries maintain the healthy relationships and safe spaces that students need to thrive.

GENERAL STANDARDS & DEFINITIONS

A. For purposes of this policy, **except as specifically noted,** "adults" include any and all District employees, coaches, substitutes, contracted service providers, and volunteers in their interactions with students in District schools and programs.

B. "Student" means any person: (1) Who is: (a) In any grade from pre-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 (2) Who was previously known to the adult covered under this policy as a

student and who left school or graduated from high school within 90 days of any alleged conduct violating this policy.

C. For purposes of this policy, the term "legitimate educational purpose" includes matters or communications related to teaching, counseling, athletics, extracurricular activities, social-emotional support that serves the interest of the student, treatment of a student's physical injury or other medical needs, school administration, or other purposes within the scope of the adult's employment or other District-related duties.

D. A "boundary violation" is behavior or interaction by an adult with a student that has no legitimate educational purpose and has the potential to cause harm to the student.

E. All adults should maintain the highest professional and ethical standards when interacting with students. These standards are defined by the Oregon Teacher Standards and Practices Commission and by District policy.

F. Volunteers play unique and important roles in students' lives, and many also have relationships outside the school setting. **This policy applies to volunteers in the context of their volunteer commitment with the District.** The District expects volunteers to maintain appropriate conduct with students when they are engaged in District-authorized activities as outlined in this and other policies.

GUIDELINES FOR INTERACTIONS BETWEEN ADULTS AND STUDENTS

A. General Guidelines and Required Training

The interactions and relationships between adults and students should be based upon respect and trust, an understanding of the appropriate boundaries between adults and students in and outside of the educational setting, and consistency with the educational mission of our schools. Adults may not intrude or appear to intrude on a student's physical and

emotional boundaries unless the purpose of the interaction is to serve a legitimate educational purpose.

Adults with direct, unsupervised contact with students are required to complete annual training provided by the District on sexual conduct prevention to provide guidance and establish appropriate professional boundaries for student-adult interactions.

We recognize that forming a relationship with students is an important aspect of teaching; however, adults should not engage in discussions with students when its purpose is to meet the adult's personal needs rather than the student's needs. If a student initiates a discussion about a significant personal or family problem, adults are encouraged to seek guidance from appropriate resources such as their principal or school counselors, as needed.

B. Conduct Outside a School Setting

Adults shall use good judgment in their relationships with students beyond their work responsibilities and/or outside the school setting. Informal and social involvements with individual students should be based on appropriate professional boundaries. Volunteers with community-based relationships with students are not subject to this provision in their relationships with those students in non-District settings. In addition to regular classroom instruction and extracurricular activities, staff members may also act in their professional capacity outside of the school day—for example, in providing before- and after-care, tutoring to improve students' academic skills, mentoring that provides students with positive role models, answering questions about school assignments, hosting school-sanctioned or school-sponsored activities and events. We recognize that adults will also encounter students out in our community in the normal course of their personal lives.

Even during non-school hours, when District employees and third-party contractors are acting in their professional capacity, they must maintain at all times ethical standards consistent with Teachers Standards and Practices

Commission (TSPC) standards and District policies.

One-to-one tutoring and mentoring offered during school or non-school hours must take place at the school unless the principal or appropriate supervisor has received prior notification of an off-site location and written permission from the parent/guardian has been obtained. Unless otherwise approved by the principal or other District administrator, volunteers on District property must be under the supervision of a District staff member.

C. Appropriate Personal and Community Relationships

There may be circumstances where there is an appropriate personal relationship between staff and a student's family that exists independently of the staff member's position with the District (*e.g.*, when the families' children are friends). This policy is not intended to interfere with such relationships or to limit activities that are normally consistent with such relationships.

The District understands that adults may be involved in other roles in the community through civic, religious, family, athletic, scouting, private tutoring, or other organizations and programs whose participants may include District students. This policy is not intended to interfere with or restrict an adult's ability to serve in those roles; however, staff members are strongly encouraged to maintain professional boundaries appropriate to the nature of the activity with regard to all youth with whom they interact in the course of their community involvement.

D. Appropriate Use of Email, Websites & Social Media

The District allows and supports the use of technology to communicate transparently and for legitimate educational purposes. As with all forms of communication, adults are expected to maintain professional boundaries with students when communicating via electronic communications and social media.

Staff or students may use approved educational websites if such sites are used solely for legitimate educational purposes.

1. **Email Communication**

   All email communications from employees to students must be through a PPS-provided email address as described in the District's Acceptable Use Policy (8.60.40) and Social Media Administrative Directive 8.60.045-AD.

2. **Social Media**

   District employees who wish to use social media as a tool to assist them in their professional duties must maintain separate accounts for professional and personal social media use and may follow or accept requests to connect from students only through their professional social media presence established consistent with the requirements set forth in the Social Media Administrative Directive 8.60.045-AD. Staff should have no expectation of privacy when communicating to students, including on a social media platform (*e.g*. Facebook, Twitter). Staff should not promise students absolute confidentiality in their communications.

3. **Group Text Messages**

   The use of group text messaging has become a convenient tool for coaches and other staff working with students to relay information. District employees and third-party contractors shall use this method of communication only with both District approval and parental knowledge. Text messages to individual students through District-approved platforms shall contain only information with a legitimate educational purpose.

E. IN-PERSON INTERACTIONS

1. One-on-one meetings with students

There will be times when adults are alone with students to discuss legitimate educational issues, including discipline or academic performance, for example. When possible, adults should meet one-on-one with students in a public space, such as libraries, open classrooms, or in places observable by others, such as offices or classrooms with windows and unlocked, ajar doors. When supporting students with sensitive issues, as is common for staff such as counselors and social workers, it is appropriate to provide a private setting. To maintain transparency, it is also good practice to let others know when and where meetings with a student will occur.

2. Personal communication with students

Connecting with students and building rapport is an important component to the staff-student relationship, and adults should promote healthy relationships with all students.

There are many times when a staff member's request for personal information is for a legitimate educational purpose. For example, personal reflection, relationships, or experiences are often part of a journaling exercise, and this policy is not intended to interfere with or impede this type of educational activity. It is appropriate for adults to check in with students about their well-being and/or whether they need any support with their school work. This policy does not prohibit that kind of healthy support of students.

If a student discloses information about the student's significant personal or family problems, adults are expected to seek guidance from appropriate resources such as their principal or school counselor, as needed.

Adults are also expected to bring their concerns to their supervisor's attention when they have reason to believe a student is or may be becoming overly attached to or interested in them or other staff.

3. Traveling with or transporting students

When transporting students to athletic events and other extracurricular activities, adults need to notify the District and the student's parent/guardian of the travel itinerary and may not transport students in a personal vehicle in a non-emergency situation without advance authorization by the District or as defined by the Coaches Handbook (https://www.pilathletics.com/page/show/5161432-hs-coach-s-handbook).

If an emergency situation arises that requires a staff member to transport a student without prior approval, the staff member shall alert a direct supervisor and the parent of the situation as soon as practicable.

When traveling out of town, staff must follow the procedure outlined in the Field Trips Administrative Directive (6.50.011-AD). Adults are prohibited from entering a student's hotel room without another adult present, except in an emergency.

4. Physical contact with students

Adults should not initiate any physical contact without a legitimate educational purpose including offering public greetings, positive acknowledgments, or responding to a crisis. There are times when adults have a legitimate educational purpose to initiate physical contact with a student, and noninvasive contact, such as "high fives" or fist bumps to acknowledge a job well done are fine. In other instances, adults may be required to assist an injured student or a

student with special needs who requires physical assistance. Likewise, adults may need to touch a student's arms or hands to redirect them in an activity. Coaches, music teachers, and other instructors may have a need for physical contact as a method of instruction. Adults need to be aware of what kinds of physical contact with which a student is and is not comfortable and limit physical contact to only that which is necessary for a legitimate purpose. Any physical redirection of students must be pursuant to the District's Physical Restraint and Seclusion Administrative Directive 4.50.060-AD.

5. Respecting student privacy

Adults must honor a student's physical and emotional boundaries unless the interaction serves a legitimate educational purpose or is in response to an emergency.

Examples:

Physical Surroundings: Adults should not invade a student's privacy by entering a restroom, locker room, or other space where a student may not be fully clothed unless it falls within a staff member's regular job duties under an established written protocol, an emergency, or the staff needs to use the facility for a legitimate and intended purpose (*e.g.*, if it is not practical due to distance and time constraints to use a staff-only restroom).

Personal Space: Adults should respect a student's private space and be conscious of a student's cultural and personal boundaries when communicating (*e.g.,* adults should be conscious of standing too close to students when interacting with them).

6. Exceptions

An emergency or a legitimate educational purpose may justify deviation from professional boundaries set out in this policy. Adults shall be prepared to articulate the reason for any exception from the requirements of this policy and must demonstrate that an appropriate relationship was maintained with the student at all times. Adults must ensure that any exception is narrowly tailored to the circumstances and must report it to their supervisor within 24 hours.

BOUNDARY VIOLATIONS

A boundary violation is behavior or interaction by an adult in a position of power with a student that has no legitimate educational purpose, and has the potential to cause harm to the student.

A. Examples of boundary violations/prohibited conduct

Examples of conduct that violates professional adult/student boundaries in or outside of school hours include, but are not limited to, the following:

1. Any type of conduct that would be considered sexual harassment under the District's Non-Discrimination/Anti-Harassment Policy (1.80.020-P);
2. Having any sexual conduct, including verbal or physical conduct or contact through written or electronic communications, with a student that is a sexual advance or request for a sexual favor or is of a sexual nature and is directed toward the student or that has the effect of unreasonably interfering with the student's educational performance, or of creating an intimidating, hostile, or offensive educational environment; and
3. Assault when sexual contact occurs without a student's consent

because the student is under the influence of drugs or alcohol, is unconscious, or is pressured through physical force, coercion or explicit or implied threats.

a. Examples of this behavior include, but are not limited to, the following:

1) Engaging in a romantic or sexual relationship with a student;

2) Dating, flirting with, or propositioning a student;

3) Showing pornography to a student;

4) Discussing, writing, texting, transmitting, and/or displaying material to students about sexual topics unrelated to curriculum or a legitimate educational purpose;

5) Banter, allusions, jokes, or innuendos of a sexual nature with students;

6) Patting buttocks or touching other intimate parts of a student;

7) Permitting students to engage in behaviors with an adult that cross appropriate physical boundaries, *e.g.*, allowing students to give shoulder massages to the adult or allowing students to sit on an adult's lap;

8) Singling out a particular student or students for favoritism, special privileges, or exchanging of gifts beyond the employee-student relationship;

9) Disclosing intimate or sexual matters to a student, unless necessary to serve a legitimate educational purpose.

4. Bullying or other violations of the District's Anti-Harassment Policy 4.30.060-P.

5. Favoring a student when its purpose is to meet the adult's personal needs rather than the student's needs;
6. Inviting individual students to the adult's home without parental notice and approval unless otherwise noted in "Exceptions" section of the policy;
7. Being in the company of students who are consuming alcohol, drugs, or tobacco without intervening and reporting the conduct to appropriate personnel;
8. Sending or accompanying a student on personal errands or travel unrelated to any legitimate educational purpose;
9. Telling a student to keep something secret from other adults;
10. Addressing students or permitting students to address adults with personalized terms of endearment, pet names, or otherwise in an overly familiar manner that may cross appropriate professional boundaries;
11. Giving a student a ride alone in a vehicle in a non-emergency situation; except as permitted under this policy and Field Trips 6.50.011-AD;
12. Engaging in prohibited social media and electronic communications between adults and students as defined by the District's Acceptable Use Policy (8.60.40) and Social Media Administrative Directive 8.60.045-AD.

    a) Examples of this behavior include, but are not limited to, the following:

        1) District employees acting in their District capacity are prohibited from inappropriate online socializing with students, including phone calls, texting, skyping, instant messaging, or use of any other telecommunications method, or from engaging in any conduct that violates the law, District policies,

or other generally recognized professional standards.

2) Adults shall not communicate with students, for any reason, through use of a medium, blog, or app (software or phone application) that is designed to eliminate all traces or records of the communication (*e.g.,* Snapchat).

3) District employees and third-party contractors may not communicate with current students through social media directly or through private messaging tools without both written District approval and parental notice.

DUTY TO REPORT POSSIBLE VIOLATIONS

A. Adults shall discuss with their building administrator or supervisor whenever they suspect or are unsure whether their conduct, or the conduct of other adults, is inappropriate or constitutes a violation of this policy. If the adult is dissatisfied with the response of the building administrator or supervisor, or does not feel comfortable discussing the situation with those individuals, they may bring it to the attention of the Chief of Human Resources. If the alleged behavior deals with harassment, intimidation, or bullying, the process in Policy 4.30.060-P should be followed. The District will investigate all complaints.

Any District employee who has reasonable cause to believe that another adult has engaged in sexual conduct as defined by Prohibition Against Employee Child Abuse and Sexual Conduct with Students 5.10.063-ADor sexual abuse as defined by statute shall immediately report this behavior to their school compliance officer and to the District Title IX Director. Additionally, any District employee or other mandatory reporter of abuse/neglect who has reasonable cause to believe that a child has been abused must promptly fulfill the mandatory reporting requirements to law enforcement and the Department of Human Services and report the allegation to their principal or supervisor.

District employees whose conduct violates this policy or who fail to report violations of this policy, may face discipline and/or termination, consistent with the District's policies and applicable collective bargaining agreements.

Violations of this policy by volunteers or contracted service providers may result in a prohibition from working or serving on District properties or with District students in school programs, or may result in contract cancellation. The District shall notify law enforcement of any potentially unlawful conduct, as appropriate.

B. Student/Parent and Guardian Reporting

Students and/or parents/guardians are strongly encouraged to notify the principal or other appropriate administrator if they believe an adult may be engaging in conduct that violates this policy.

CONFIDENTIALITY AND NON-RETALIATION

Staff members making a report of potential boundary violations or other prohibited conduct are specifically advised of the following:

1. They must directly notify a supervisor of the conduct;
2. They are required to maintain confidentiality; and
3. They are neither permitted to investigate nor responsible for investigating whether the conduct is inappropriate.

Confidentiality protects the student(s) as well as the adult who is the subject of the report. Failure to maintain confidentiality may impede the investigation and foster untrue and potentially harmful rumors. False reports are regarded as a serious offense and may result in disciplinary action or other appropriate sanctions.

The District prohibits retaliation against anyone who makes a good-faith report under this policy. Any District employee who retaliates against any complainant, reporter, or other participant in an investigation may be subject to discipline, up to and including dismissal.

TRAINING

The Superintendent or his/her designee shall develop an annual training for all staff and ensure ongoing review of procedures to support this policy.

Adopted 10/15/2019; Amended 1/2021; Amended 6/2021

Legal Reference: ORS 342.704; ORS 339.370 et seq.

Administrative Directive 8.60.044-AD

Social Media Use and Expectations for Staff

Portland Public Schools (PPS) recognizes the importance of social media as a tool to engage, collaborate, learn, and share in a modern learning environment.

Protecting student safety by establishing guidelines for staff online communication allows for use of social media to further the educational mission of PPS schools. Staff may participate in social media, but are expected to maintain appropriate boundaries with students, families, community, and staff that are conducive to a safe learning environment and professional relationships.

I. Social Media

Social media includes many types of electronic communication where user-created content is shared collaboratively in an online environment where those users share opinions, knowledge, and information with each other. Some examples of social media tools are:

- Blogs (e.g., Blogger, Wordpress, etc.)
- Photo and Video Sharing sites (e.g., Google Photos, Hangouts, Instagram, SnapChat, Vimeo, YouTube, etc.)
- Social Bookmarking sites (e.g., Pinterest, Reddit, etc.)
- Social Networking sites (e.g., Facebook, SnapChat, Twitter, LinkedIn, etc.)
- Chatrooms – online tools that groups of people use for real-time conversations via messages. (e.g., Hangouts Chat, WhatsApp, iMessage, Facebook Messenger)
- Forums – online sites to which users post comments or opinions on topics and can respond to posts. (e.g., news sites, Twitter, etc.)
- Text messages – Communication using a user's cellular account messaging app

District software tools such as Google Classroom, Canvas, TeacherVUE Gradebook, Blackboard Web Community Manager also incorporate social media functionality to support collaboration and should be considered within this administrative directive.

Staff must maintain separate accounts for professional versus personal social media use and may only follow or accept requests to connect from current students, non-adult former students, or their families through their professional social media presence established consistent with the requirements set forth in this administrative directive.

All professional communications must be through PPS provided email or District-approved platforms using the staff PPS account, as described in the District's Acceptable Use Policy (8.60.40-P). Staff may only communicate with current students or their families through social media direct or private messaging tools with prior District approval and parent notification. Likewise, when communicating for professional purposes with other staff members or community members, staff must use PPS provided email or District-approved platforms. .

Staff shall not communicate with students or staff, for any reason, through use of a medium that is designed to eliminate all traces or records of the communication (e.g., Snapchat).

Staff should have no expectation of privacy when communicating to students, families, and other staff members on a social media platform. All staff communication using a District tool or device, including text messaging on a District cell phone, is subject to public records requests.

Always keep in mind that material such as comments and pictures that are shared or posted on either personal or professional social media could impact a staff member's professional standing if those postings cause material disruption of school activities or a

staff member's ability to perform his or her job duties, or otherwise violate district policies. Staff activities on either personal or professional social media while on or off duty, which PPS reasonably believes are disruptive to the school environment, may result in disciplinary action up to and including dismissal.

Remember that all staff are mandatory child abuse reporters under ORS 419B.005-ORS 419B.045 and PPS Administrative Directive 4.50.050-AD. Any content viewed on social media that would otherwise require reporting under those statutes must be reported in accordance with state law.

The taking, disseminating, transferring, or sharing of illegal images or photographs (such as obscene or pornographic images), whether by electronic transfer or other method (such as texting, sexting, and emailing) may constitute a crime under state and/or federal law. Staff taking, disseminating, transferring or sharing illegal images or photographs will be reported to law enforcement and/or other state or federal agencies.

II. Professional Social Media Use

PPS supports the use of social media to facilitate classroom collaboration and build more successful parent, community, student, and staff engagement. PPS professional social media presence is considered an extension of the PPS information network and must comply with all applicable laws, and district policies and guidelines, including the district's Acceptable Use Policy (8.60.40). PPS policies and guidelines that cover staff conduct on school grounds or in school-related activities also apply to participation in PPS professional social media. These policies include but are not limited to:

X.XX.XXX Professional Conduct between Staff and Students

1.80-020-P Non-Discrimination/Anti-Harassment

4.30.060-P Anti-Harassment

6.10.045-P Communication with Parents/Guardians, Interpretation and Translation Services

8.60.041-AD Acceptable Use of District Technology

8.60.43-AD District Web Site

Instructional staff who wish to use social media to collaborate with students or have students collaborate with each other are encouraged to use district-provided collaboration tools such as Google GSuite for Education, etc. Staff choosing, in their professional capacity, to create social media presences for the purpose of communicating and collaborating with students or families about classroom activities must:

- Use their PPS provided account name to register.
- Notify the building administrator or their supervisor in writing and provide them access to the professional site.
- Be maintained directly by them. Student teachers, classroom assistants, parents, community members, etc., may not be given administrative rights to view or post as the staff.
- Refrain from posting content that involves the following:
    - Confidential information or information that violates the Family Educational Rights and Privacy Act (FERPA) or other privacy laws,
    - Bullying or threatening comments about or related to anyone,
    - Illegal or defamatory material,
    - Material that violates copyright or intellectual property laws, or

    - Material that violates district policies relating to discrimination and harassment.
- Provide written notice to families and grant access if requested.
- Prior to posting photos, student work, etc., verify proper consent has been provided on the student registration or verification form.
- Regularly monitor the site to address, and remove, behavior and activity that violates district policy. Remember that social media in the classroom is an extension of your physical classroom. What is inappropriate in your classroom should be deemed inappropriate online.
- Report incidents of student misconduct appropriately.

Supervisors are responsible to:

- Investigate reported incidents of staff and student misconduct on social media.
- Respond to and report misconduct appropriately.

Schools and Departments that create a social media presence must:

- Use their PPS provide email address to register.
- Notify their Senior Director and the Communications Department in writing.
- Be maintained by a PPS staff. Parents, community members, and other non-PPS individuals may not be given administrative rights to view or post as the school or department.
- Refrain from posting content that is confidential or in violation of the Family Educational Rights and Privacy Act (FERPA), bullying or threatening comments about or related to anyone, illegal material, or material that violates copyright or intellectual property laws or district policies relating to discrimination and harassment.

- Regularly monitor the site to address, remove, and respond to, behavior and activity that violates district policy.

III. Personal Social Media Use

Staff who create a personal social media presence:

- May not "friend" or "follow" current students, non-adult former students, through their personal social media presence. Instead, they should request the individual connect with them through their professional social media presence.
- May not use their PPS-provided email address to register.
- May not post photographs or writing of PPS-students or staff without the express written consent of each individual or their guardian.
- Should consider personal thoughts that are expressed may be misunderstood as expressing an official PPS position.
- Should consider off-campus online communications may be connected enough to campus to result in staff discipline.

There may be circumstances where there is an appropriate personal relationship between staff and other staff members or between staff and a student's family that exists independently of their position with PPS (e.g. where their children are friends). This Administrative Directive is not intended to limit personal social media activities that are appropriate and consistent with such relationship.

History: Approved 5/19

Administrative Directive 6.50.011-AD

Field Trips

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I. Introduction

When planning and conducting field trips, field studies, excursions, off-campus experiences, presentations, performances, student conferences, school-sponsored senior trips, and foreign study programs in accordance with Board Policies 6.50.010-P and 6.50.020-P, staff must use the following procedures and guidelines. Any field trip that does not follow these procedures and guidelines is prohibited.

Field trips must have a valid instructional purpose. Field trips require that the highest standards of safety must be in place and that the educational benefits have been determined to outweigh the risks involved.

II. Definitions

1. Field Trip

   Any school-sponsored academic activity in which school personnel and students leave school grounds.

2. Walking Day Field Trip

   a. Any school-sponsored academic activity in which school personnel

and students leave and return to the school grounds by foot during the same day.

b. Examples of walking field trips include, but are not limited to: trips to public libraries, parks, bowling alleys, businesses and museums which are within walking distance of the school.

3. Standard Day Field Trip

a. Any school-sponsored academic activity in which school personnel and students leave and return to the school grounds by commercial or private transportation during the same day.

b. Examples of day field trips include, but are not limited to: educational resources such as museums, concerts, parks, temporarily available exhibits and displays, films, plays and city / county / state governmental enterprises.

4. Wilderness Field Trip

a. Any school-sponsored activity that includes travel to an area inside or outside the Portland metropolitan urban boundaries that may involve especially hazardous activities for which additional administrative approval is necessary. For the purposes of this directive, wilderness field trips may include, but are not limited to:

i. guided water rafting, whale-watching, beach or ocean activities, swimming, hiking, back packing, camping, mountain biking and high-altitude activities
ii. activities along the Willamette, Columbia or other rivers
iii. outdoor activities in forested natural areas, such as Portland Parks and Recreation's Forest Park

b. A wilderness field trip will require specific planning by knowledgeable experts.

c. A wilderness field trip may be wilderness and day, wilderness and overnight or wilderness and international. In these cases, guidelines for both kinds of field trips must be followed.

d. All plans for wilderness trips must be approved by Risk Management; many wilder- ness activities are not permitted. If you have questions regarding these types of trips, contact Risk Management.

5. Overnight Academic Field Trip

a. Any school-sponsored academic activity within the United States that lasts one or more nights.

b. Examples include, but are not limited to: regional and national conferences, tours of sites important in American history, state or national development, special exhibits of art and antiquity, fairs, expositions, drama productions, environmentally important sites, performances and non-athletic competitions.

6. Overnight PIL Sports / School Curriculum-Related Student Club Field Trip

a. Applies to any travel by PIL athletic teams for competition beyond the PIL within the United States that lasts one or more nights.

b. Staff must follow the guidelines for academic field trips found in this Administrative Directive, in addition to applicable Athletic Department policies and procedures.

c. PIL sports teams or curriculum-related student clubs participating in state tourna- ments may not receive sufficient notice of participation to submit trip requests within the time parameters set forth in this Administrative Directive. In those cases, schools are to submit the overnight requests as soon as possible with an accompanying explanation of the time constraints.

d. For definitions of school curriculum-related student clubs, refer to Administrative Directive 4.40.050-AD.

7. International Field Trip

a. Any school-sponsored academic activity that takes students beyond the borders of the United States to any other country, including Canada and Mexico.

b. International field trips require specific planning by knowledgeable experts and proper student documentation to cross international borders and to re-enter the US.

c. At least two adults, including one administrator, must accompany students on an international field trip. The District may consider a waiver to this procedure. The school must submit a written request that must be approved in writing by the principal, regional administrator, and Risk Management. Such a waiver request must be submitted as part of the initial field trip application. The waiver request must cover why a building administrator is not necessary for the trip, how district procedures and rules will be managed during the trip and by whom, and how communications will be maintained during the trip with the building administrator when necessary.

d. Principals must state a compelling reason why a field trip within the borders of the United States cannot provide a similar academic experience.

8. Off-Campus Performances / Presentations

A student activity such as a choir, band or orchestra concert, or a speech or drama production outside the school that the students attend. The activity may take place at a community event, another school or other public venue. Examples include, but are not limited to: singing at a mall, speech and debate competitions, marching in the Rose Festival Parade, and performing part of a high school play at a feeder middle School (See section IX of this Administrative Directive for details).

9. Sponsored Field Trip

Any academic activity that is conducted by Portland Public Schools for which school personnel and students leave school grounds and for which the procedures and guide-lines in this Administrative Directive are followed in the planning and conduct of the trip.

10. Travel Study Program

Any academic activity involving student travel that is sponsored by an organization other than Portland Public Schools and which may or may not include District staff as facilitators or participants. Student participation in a travel study program is always

optional. See Section X (4) of this Administrative Directive for cautions and prohibitions. For additional information, refer to Administrative Directive 6.50.012-AD Travel Study Programs.

11. Required field trip

A field trip that is an integral part of an instructional program and in which all students in a given class or course are expected to participate. A student fee cannot be charged for a required field trip.

12. Optional field trip

A field trip that is not a requirement of any instructional program.

13. Home Stay

For international trips only. A student staying for one or more nights in a private residence.

14. Commercial Lodging

A commercial establishment which provides sleeping accommodations and services that has obtained appropriate business licensure, insurance, safety inspections, etc. as required by applicable laws, codes, and ordinances.

15. Camping as lodging

School-sponsored student field trips which involve travel to an area in which there is no available commercial lodging. This will include sites such as for-fee campgrounds and state and/or federal parklands. For Risk Management review, the PPS trip leader may be required to provide an illustrated camping safety plan and obtain a certificate of insurance from the site owner.

16. Trip Leader

Portland Public Schools employee in the leader's role and with the primary responsibility on a field trip. See section 14.

III. General Requirements

Well-planned and carefully conducted field trips can be an important supplement to in-school education programs. Field trips are encouraged within the context of the following requirements:

1. Planned objectives

As part of the instructional program, field trips must be planned with definite educational objectives stated in writing.

2. Attention to student safety

Student and staff safety is the most important consideration when planning, conducting and supervising field trips. . Risk Management may require written safety plan and procedures.

a. Appropriate chaperones If students of both sexes participate in an overnight or international trip, both sexes must be represented by the adult staff or chaperones.

b. Discussion of safety procedures Prior to each field trip, the teacher must discuss safety procedures specific to the trip with students and accompanying adults.

c. Food Food provided by Nutrition Services (usually box lunches) and taken on field trips will be properly prepared, refrigerated, handled and stored. Nutrition services can provide instructions about transporting and serving food safely. Schools may share these instructions with parents who send food with their students.

d. Permission and responsibility to terminate field trip District staff leading the field trip have permission and responsibility to terminate any field trip in which proper safety measures are not in place. If, for any reason, a teacher experiences serious problems or difficulties on a field trip, these must be communicated immediately to the principal or another building administrator.

e. Industrial plants On field trips to industrial plants, an employee of the plant shall lead the students through the plant, such arrangements being agreed to in advance. Appropriate safety equipment must be used at all times by students and staff.

f. Student Accident Insurance The District has purchased an accident and emergency sickness insurance policy for students on field trips. The maximum benefit payable per accident is in excess of any other insurance.

3. Accommodations Including Special Education and Section 504 Students

a. Appropriate planning, transportation, supervision and accommodation must be provided for any students having special needs including Special Education and Section 504 students. Considerations including extra costs, safe and proper supervision, medication administration, accessibility via ramps, curb cuts, entrances and exits, restrooms, conditions of walkways, assistive devices and medical protocols should be addressed early in the field trip planning process.

b. Additional costs to provide adequate lodging, transportation, or supervision are the responsibility of the school planning the trip. The family of a special needs or Section 504 student cannot be charged additional fees in order to enable an identified student to attend. Additional costs must be planned for as part of the overall field trip activity. Information regarding any additional costs incurred to accommodate special needs or Section 504 students must remain confidential. A student's parent / guardian can volunteer to provide necessary support or accommodations but the district cannot require their participation. If a school determines that a parent / guardian should be required to attend in order to keep the student safe, the principal may contact the Special Education / Section 504 counsel for guidance.

4. Limitations and Prohibitions

Participation in dangerous sports and hazardous activities is prohibited on field trips. Staff must consult with Risk Management to determine if specific activities are safe and acceptable.

a. Recreational swimming Recreational swimming during a field trip (including, but not limited to: motel / hotel / water park pools, lakes, parks, the

ocean) is prohibited unless appropriate, certified lifesaving trained staff are on duty and the activity is supervised by District staff.

b. Recreational watercraft Student use of recreational watercraft is prohibited. Examples of prohibited activities include, but are not limited to: unguided kayaking, unguided water rafting, inner tubing, jet skiing, motor boating, and water-skiing. Canoeing is permitted when a responsible adult is in each canoe and all students and adults in the canoe are wearing flotation devices. Licensed and approved jet boat excursions are allowed if approved by risk management.

c. Group charters of commercial watercraft Field trips involving commercial watercraft must be cleared through Risk Management to assure that District-approved safety measures are in place. Group charters of commercial watercraft may be permitted if Risk Management is provided with proof of insurance coverage confirming that the owner / operator of the watercraft carries the required insurance to protect the District, its staff and students.

d. Flotation devices Students and adults must wear appropriately sized and rated flotation devices on any watercraft under sixty (60) feet in length.

e. Horseback riding Horseback riding on any field trip is prohibited unless the horses are secured to a carousel and each student wears a helmet or unless a part of an adaptive horseback riding program.

f. Elementary grade level trips While overnight and international trips are generally considered more appropriate for middle and high school students, elementary students may participate in such trips with approval of the principal's supervisor.

5. Emergency Contact Information

Contact information must be recorded at the school. Contact information must include the cell telephone numbers of those persons, including all drivers, who will know the location of the group and how the group may be reached.

6. First Aid and CPR Certification

All field trips must be supervised by District staff in possession of a school-provided first aid kit. All wilderness, overnight and international field trips require that at least one District staff chaperone hold valid first aid and CPR certification. Appropriately trained parents / volunteers with valid first aid and CPR certification may fill this requirement.

7. Security Considerations

a. It is the responsibility of the principal and Risk Management to be aware of security matters to determine if a trip must be cancelled within 24 hours of departure.

b. Under no circumstances will field trips be permitted to countries cited in the United States Homeland Security Travel Warning List or during an elevated level of terrorism threat.

c. Approval for a field trip may be withdrawn on the basis of changing political conditions or other emergencies.

8. Volunteers

a. Volunteers who will have unsupervised contact with students are required to successfully complete the criminal history verification process. Refer to Board Policy 7.20.020-P.

b. Volunteers are not permitted to bring their spouses, relatives, children other than participating student(s), friends or pets on field trips.

c. The District has elected to provide volunteers with excess accident insurance coverage. This insurance covers individuals while acting within their duties as volunteers. The maximum benefit payable per accident is in excess of any other insurance. The District does not provide any other health or medical insurance for volunteers.

9. Forms

District field trip forms and documents are necessary for field trips. These forms are

available on the PPS Inside website under Forms.

10. Field Trip Official Record

All field trips will be a matter of official record. Such a record will contain the following information:

a. Educational objectives;

b. Departure and return times / dates;

c. Transportation arrangements specifying carriers by name;

d. Itinerary;

e. Trip activities;

f. Details of supervision; staff, parent / volunteer names and phone numbers;

g. Students' names, addresses and telephone numbers when going on an overnight or international trip;

h. Details about lodging, if applicable;

i. Names, addresses and telephone numbers of out-of-Portland contacts as applicable;

j. Costs, insurance forms, where necessary;

k. Copies of executed contracts, where necessary.

11. School Level Review and Approval

a. All Field Trips

i. Teachers considering any and all field trips must obtain preliminary

approval of the principal prior to undertaking any planning activity and before discussing the trip with parents, students and community groups. Signed approval on appropriate forms within timelines is required before any trip.

ii. Principals must approve all parents / volunteers and confirm that each one with unsupervised student contact has successfully cleared the criminal history verification process.

iii. If volunteers are driving, principals must confirm that each driver has met the appropriate automobile license and insurance requirements. It is highly recommended that each driver carry a cell phone with a hands-free device.

b. Standard and Walking Day Trips Principal approval alone is sufficient for standard day field trips. The approval form must be signed at least five (5) business days before the trip. Less than five days' notice is acceptable with principal's permission. Approved forms must be kept in the school for one year.

c. Overnight, Wilderness, International Trips Principals must approve all overnight, wilderness, and international field trips. In addition, all of these trips require district level approval. For process and required district signatures, see Section 11 below.

12. District Level Review and Approval

Timelines for district review allow Risk Management staff to ensure that all facets of the field trip and personnel involvement are within district policy and risk tolerances. Timelines allow for additional information to be clarified with the trip leader, certificates of insurance to be obtained when applicable, and original plans altered if necessary. In cases of late forms, Risk Management will make reasonable efforts to complete the request.

The Field Trip Request form must be sent to Risk Management

- At least ten (10) business days prior to the trip if transportation is by car or bus.
- At least thirty (30) business days prior to the trip if by airplane, train, or ship, and/or if contracts are to be secured for the field trip.
- At least sixty (60) business days prior to the trip for international field trips.

Following is the process work-flow for district review and approval for overnight,

wilderness, and international field trips.

1. Ensure school level approval is complete. See section 11.
2. Principal e-mails the completed Field Trip Request form to Risk Management.
3. Risk Management staff will review, seek additional information or changes if needed, and approve or deny the field trip request.
4. If international, the form will be routed to the Senior Director for review and approval or denial.
5. Risk Management will return the forms to the principal with approval or denial.
6. Completed Field Trip Request forms will be digitally archived by Risk Management.

13. Parent / Guardian Approval

a. Prior written approval by a parent / guardian is required for student participation on all field trips.

b. Parent / Guardian approval must be on District field trip forms. No other means of approval is acceptable. Please refer to Section III – Forms in this Administrative Directive.

c. The information on the parent approval form must include a complete description of the trip: departure and return times/dates, transportation arrangements, itinerary as applicable, trip activities, details of supervision and cost to the student, if any, and student medical information / medical protocols, if applicable.

d. Details regarding all costs to the students must be communicated to parents in writing in advance of the trip.

e. All transportation arrangements and costs must be clearly specified and included in the total cost of the field trip. If there is a possibility that students may incur additional local transportation costs or other unplanned expenses may be encountered, these possibilities must be described.

f. The information must be in a language the parent / guardian can understand.

g. Documentation of parent / guardian approval for field trips organized for students who are part of Portland Public Schools' DART programs will be overseen and arranged by the programs' administrators or their designees.

14. Supervision on Field Trips

As in conducting regular classes and activities on campus, District personnel must assume primary responsibility for all reasonable and usual supervision of students and activities. The role of parents and other volunteers is to accompany and assist with students on field trips.

a. High school students may not act as sole chaperones for younger-grade students.

15. Adult to Student Ratios on Field Trips

The ratio of adult supervision to students participating will ordinarily not be less than 1:10 for elementary, 1:15 for middle school and 1:20 for high school trips. However, principals may exercise professional judgment in adjusting adult supervision, taking into consideration trip uniqueness, special needs of students and activities planned to occur on the trip.

16. Student Behavioral Expectations

District behavioral expectations as presented in Portland Public Schools Student Rights, Responsibilities, and Discipline materials apply to students on field trips, including international field trips. Students in violation of behavioral expectations as indicated in these materials may be sent home from the field trip at parent / guardian expense and are subject to consequences as set forth in the discipline materials.

17. Property

a. The District does not pay for student property that is lost, stolen or damaged on field trips.

b. Any District property or equipment taken on a field trip by staff must be properly checked out from and returned to the school.

18. Use of a Commercial Travel Organization for Planning and Implementing a Field Trip

The principal may ask an outside organization to provide information and services for a trip for which the superintendent's designee has reviewed and signed the Approval to Plan a Field Trip form. The organization must have a record of responsible performance to include:

a. A history of financial stability and experience in providing travel assistance for field trips for students.

b. References by teachers, parents and / or administrators who have used the program or travel organization.

c. Accessibility to District personnel.

d. Insurance required from the organization must include:

i. Liability insurance naming the District as an additional insured with a $1,000,000 single-limit minimum. The evidence of the insurance must be filed with the school and must become part of the field trip application evaluated by the principal and Risk Management.

ii. Medical and medical evacuation insurance, if appropriate to the trip. The evidence of the insurance must be filed with the school and must become part of the field trip application evaluated by the principal and Risk Management.

iii. A trip cancellation policy, if appropriate. A trip cancellation policy is mandatory for international field trips and optional, but recommended, for domestic overnight field trips. The evidence of the insurance must be filed with the school and must become part of the field trip application evaluated by the principal and Risk Management.

19. Makeup Work

Students are expected to make up work missed during absences due to field trips.

20. Credit

a. Required Field Trips High school credit for required field trips is part of the credit earned for the class through which the trip was taken. If a student cannot participate, an alternative assignment must be provided.

b. Optional Field Trips Optional field trips may qualify for high school credit if the experience meets the criteria established by the state for units of credit.

i. A written plan of goals, activities and hours is submitted to appropriate school staff prior to the trip, and a final report is presented at the conclusion of the trip confirming that the student has achieved those goals; and

ii. Approval of plans according to the provisions of the regulation for off-campus credit is a matter of record.

IV. Funding of Field Trips

The District recognizes that on some field trips there are optional items and activities for which students may bring money from home. At the principal's discretion, the school or other funding partners may assist students with reasonable financial support for the optional items. Students shall not be excluded from participation in any required field trip because of inability to pay.

1. Acceptable Funding Sources for Field Trips

a. Finances may be provided through school budgets, grants, private sponsorship, contributions from school parent groups, by family donations and / or by fund-raising events consistent with District policies and administrative directives.

b. No staff member or member of his or her immediate family shall receive any benefits or compensation from outside agencies in relation to school-sponsored trips.

c. Only with the authorization of the school principal and clear notice to

families may expenses for staff members and volunteers who accompany students on trips be included in the cost of the trip.

2. Funding of Required Field Trips

a. Funding of field trips that are an integral part of an instructional program and in which all students in a given class or course are expected to participate shall be at District expense or through fund-raising.

i. Parents shall be informed of the need for fund-raising efforts.

ii. Parents shall not be asked to pay for the cost of their student's participation in required field trips. No fee may be charged for a required field trip.

iii. The principal shall annually prepare budgets to be locally used in allocating District-provided field trip funds.

b. Local school field trip budgets shall ensure fairness and balance in the use of funds among grade levels, instructional programs and special activities.

c. School offices will make arrangements for buses through the Student Transportation Department.

d. Records of all field trip expenditures, including date, destination, teacher, number of students, transportation costs and admission fees (where relevant) will be maintained by the school principal.

3. Funding of Optional Field Trips

a. Field trips which are optional or otherwise not a part of any required instructional program may be authorized by the principal, with the cost to be borne by students. Special administrative care should be used in making such a determination.

b. When approved, students and their parents are to be informed of the optional nature of the field trip, including per-student cost.

i. Each student shall independently choose whether or not to participate.

ii. School budgets may contribute to the cost of an optional field trip.

4. District Employee Travel Expenses

a. District employee travel expenses, including but not limited to: transportation, lodging and meals, may be paid from funds raised for a trip. Employee expense / cost shall not govern the level of supervision necessary for a trip.

b. District employee travel expenses must be documented on Travel/Training Authorization forms located in the PPS Inside website under Forms.

c. Employee salary is not included in the cost of a trip.

5. Unexpended Funds

When funds raised for a field trip are in excess of expenditures, the excess funds will be allocated in the following ways:

a. If the funds were raised by student assessment, excess funds are to be rebated to the students who were assessed;

b. If the trip was financed by parent or other group contributions, the unexpended funds will be returned to the group or placed in the student body funds as determined by the group;

c. If prior notice is supplied, unexpended funds raised by student fundraisers will be placed in the student body funds for a clearly designated purpose.

6. Reporting of Field Trip Finances

Accurate records of field trip receipts and disbursements must be kept at the school and be available to parents and others upon request.

7. Contracts for Field Trips

a. All contracts with organizations providing travel services for overnight and wilderness trips, even those for amounts under $2,000, must be submitted at least 30 calendar days prior and proceed through the regular contract process to be reviewed for proper terms and conditions. Contracts for international field trips must be submitted at least 60 calendar days prior.

b. Only those contracts with proper terms and conditions will be approved. If assistance is required, contact the District's Purchasing and Contracts department.

c. A copy of the proposed contract must be attached to the Field Trip Approval Request form that is reviewed by the principal, Risk Management, Purchasing and Contracts, and the superintendent's designee.

V. Transportation

1. Commercial Transportation

a. Except as elsewhere authorized, transportation of students shall be by the District, by District-contracted transportation, or by an insured commercial or public carrier.

b. When contracted bus transportation is required, only authorized vendors shall be utilized. Scheduling procedures and the list of authorized vendors can be obtained from the District's Student Transportation Department.

c. Transportation arrangements for international field trips must be on public carrier(s) to assure the safety of the students. (Exception: trips to Canada and Mexico).

2. Private Transportation

Principals may authorize adult volunteers and staff members to use private vehicles to transport students on field trips (not regularly scheduled classes off campus) or on other school activities, provided:

a. The school administrator has approved the activity, and the adult volunteer or staff driver of the private vehicle has knowledge of the automobile's safety equipment. A safety belt and / or a booster seat (if applicable) must be available for and used by each passenger.

b. A permission slip signed by the student's parent / guardian has been received by the principal or his/her designee granting permission for the student to participate in the field trip and to ride in a private vehicle.

c. The adult volunteer or staff member is properly licensed to drive, has the minimum insurance mandated by the State of Oregon, will operate the vehicle according to the Oregon Motor Vehicle Code and is in compliance with other District requirements.

d. The District provides excess automobile liability insurance for adult volunteers and staff members driving private vehicles on field trips. This insurance is for liability coverage only and is in excess of any other insurance.

e. Drivers who are not District staff must have a criminal records check. Drivers must agree to comply with all District policies, including refraining from smoking and use of alcohol and drugs.

f. Students, even those 18 and older, may not participate as field trip drivers. With administrative and written parental permission, students with valid drivers' licenses may drive themselves to and from a field trip location.

g. In no circumstances shall a student who is not the child of the driver be alone in the car with the driver (i.e. there must be at least two students in each car).

VI. Use of School Time for Field Trips

1. Travel During School Time

Upon recommendation of the principal, the principal's supervisor may authorize an absence from school for field trips for up to five (5) school days and, in very exceptional cases, an absence for up to twenty (20) school days.

2. Travel During Non-School Time

Upon recommendation and approval of the principal and principal's supervisor, students may engage in school-sponsored field trips on weekends and during vacation periods when planned and conducted within the provisions of this Administrative Directive.

VII. Lodging / Home Stays

1. Home stays are prohibited as part of an overnight domestic field trip. Commercial lodging accommodations are to be used when an overnight stay is necessary. Male and female students are to sleep in separate rooms.

2. If home stays are part of an international field trip, parents / guardians must be informed of the extent of the information the Portland school has about housing arrangements.

a. The parent / guardian must specifically approve the student's participation in a home stay.

b. Male and female students are to sleep in separate areas.

c. All home stay arrangements, detailed to provide adequate contact information, must be a matter of record in the Portland school principal's office and in the offices of the principal's supervisor and Risk Management.

VIII. Student Travel Documents for International Travel

1. Required Documentation

Schools must verify that students have proper documentation to re-enter the US from abroad. Passports are required for all international travel. An exception is that minors traveling in a school group by ground transportation do NOT need a passport to enter Canada. However, they do need a notarized letter from a parent / guardian as well as the District's permission form. The parent's letter must include the student's complete

name, date of birth, address and offer permission for the trip.

a. In addition to a passport and the District's permission form, when escorting a minor child without his or her parents, a letter from both parents is required, giving permission to travel with the minor.

b. If the child is accompanied by only one parent, the parent must bring a letter of permission from the child's other parent.

c. If a single parent has sole custody, a copy of the court custody document or other legal documentation such as a death certificate can replace a letter from the other parent.

d. All US-citizen students participating in an international field trip must carry passports and a letter from their parents/guardians giving permission for the trip, in addition to the district's permission form. The letter must include the student's complete name and date of birth, current address, and permission for the trip.

e. Students in the US with permanent resident status (green cards) must carry that card with them and present it when crossing any international border. They must also carry written parent / guardian permission for the trip in addition to the district's permission form.

f. Students who are foreign nationals or foreign exchange students must carry with them all the original paper-work they needed to enter the United States initially.

g. The school must contact the US Immigration office and the embassy or consulate of the country of travel to determine if additional documents are needed. Staff may contact the Risk Management Department for assistance.

IX. Off-Campus Presentations

In addition to the regular work in the classroom and performances before school groups, participation by student groups in certain kinds of community events may provide worthwhile educational experiences for students in school choirs, bands, etc. In order to assure that such participation in events outside the school will be both enriching for the students and avoid involvement of the school in inappropriate kinds of activities, the

following guidelines shall be followed:

1. Limitations on Appearances

School performing groups shall not make presentations in events which are considered to be political or commercial in nature.

2. Approval Procedures

Off-campus performances and presentations must be approved at the discretion of the principal within the framework of the above limitations whether during or after school hours.

X. Activities Not Considered Field Trips

1. Outdoor School

Outdoor School is a multi-day environmental education program for sixth-grade students and high school student camp counselors operated by Multnomah Education Service District. Portland Public School students and employees are under the supervision of the MESD and are to follow the procedures and policies of the MESD when participating in Outdoor School.

2. School-to-Work Activities including work experience, job shadowing, mentorships and internships Refer to 6.50.071-AD.

3. School Club Activities

Travel with religious, political or sports clubs is not a District sponsored field trip. Students or staff who choose to travel with these clubs do so at their own risk. Refer to Administrative Directive 4.40.050-AD.

4. Travel Study Programs

Travel Study programs are activities involving student travel which are planned, marketed and conducted by organizations other than Portland Public Schools. They are generally short-term trips, less than one semester, for individuals or groups of students, and planned to occur during non-school time (summer and other school breaks). These

trips do not qualify as field trips.

a. Any information about Travel Study Programs from District staff must include a clear disclaimer (see Administrative Directive 6.50.012-AD) that the program is not sponsored by the District.

b. The District has no responsibility in the planning or conduct of travel study trips. Students, parents and any District staff involved do so at their own risk.

c. Any credit extended for participation in a Travel Study program must meet the criteria noted in Section III of this Administrative Directive.

d. Refer to Administrative Directive 6.50.012-AD Travel Study Programs.

Policy Implemented: 6.50.010-P

History: Adpt. 6/71; Amd. 3/75; Amd. 9/77; Amd. 7/80; Amd. 10/83 ed.; Amd. 1/89; Amd. 11/7/97; Amd. 4/98 ed.; Amd. 9/01/02 (Incorporates material from 6.50.010-AD, 6.50.011-AD, 6.50.012-AD, 6.50.040-AD, 6.50.050-AD, and 6.50.060-AD) Amd. 8-15-05, Amd. 5-18-06, Amd. 10- 4-06 Amd 1-07 Amd 9-13, Amd 10/16

OAR 584-020-0030 Human Relations and Communications

(1) 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.

(2) The competent teacher demonstrates:

(a) Willingness to be flexible in cooperatively working with others; **and**

(b) Skill in communicating with administrators, students, staff, parents, and other patrons.

(3) The competent administrator demonstrates:

(a) Skill in helping students, staff, parents, and other patrons to learn about the school, the district and its program;

(b) Skills in communicating district and school goals to staff and the public;

(c) Willingness to be flexible in cooperatively working with others; **and**

(d) Skill in reconciling conflict.

Location: `https://oregon.public.law/rules/oar_584-020-0030`

Original Source: Rule 584-020-0030 — Human Relations and Communications, `https://secure.sos.state.or.us/oard/view.action?ruleNumber=584-020-0030` (last accessed Jun. 8, 2021).

Specimen Result Certificate

ID Number: 7930329713 Report printed on 9/1/2023 3:59:01 PM

Attention:
Tracy Williams
Portland Pub Schools/Custodial Services
501 N Dixon St
Portland, OR 97227

Collection Site:
2506 - Concentra Medical Center - Airport Portland
12518 NE AIRPORT WAY
STE 110
PORTLAND, OR, 97230

Verification Date 9/1/2023 03:29 PM

Medical Review Officer:
Michelle Alexander, M.D.
8140 Ward Parkway Suite 300
Kansas City, MO 64114
888-382-2281

Donor Name: Williams, Nathaniel J
Date Of Test: 8/25/2023
ID Number: [redacted]

Donor SSN: [redacted]
Donor ID:
Reason for Test: Reasonable Suspicion/Cause

Regulation: Non-DOT
Laboratory: Quest Diagnostics
Specimen Type: Urine

Drugs Tested:

Drug Name	Result	Laboratory Screening Cutoff *	Laboratory Confirmation Cutoff *	Drug Name	Result	Laboratory Screening Cutoff *	Laboratory Confirmation Cutoff *
Marijuana	Negative	50	15	PCP	Negative	25	25
Cocaine	Negative	300	150	Barbiturates	Negative	300	300
Amphetamines	Positive			Benzodiazepines	Negative	300	300
Amphetamine	Positive	ng/mL	500 ng/mL	Methadone	Negative	300	300
Methamphetamine	Positive	ng/mL	500 ng/mL	MDMA/MDA	Negative	500	250
Opiates	Negative	2000	2000				

Final Result Disposition: Positive

TO BE COMPLETED BY THE MEDICAL REVIEW OFFICER

I have reviewed the laboratory results for the specimen identified by this form in accordance with applicable Federal requirements. My determination/verification is:

☐ Negative ☐ Dilute ☑ Positive ☐ Test Cancelled ☐ Refusal to test because ☐ Adulterated ☐ Substituted

REMARKS:

Michelle Alexander, M.D. — M Alexander MD e-MRO — 9/1/2023 03:29 PM

(PRINT) Medical Review Officer's Name | Signature of Medical Review Officer | Date (Mo./Day/Yr.)

* Represents laboratory screening and confirmation values.

† Represents class (Sub Class Abbreviation)

Williams, Nathaniel - positive drug test investigation file as of 1.1.2024
Sent to N. Barish
Page 35 of 121

From: Tracy Williams
To: Debbie Knaan
Subject: Fwd: [Request ID :##RE-10263055##] : ID Number: 7930329713 - Nathaniel Williams
Date: Sunday, September 24, 2023 10:56:26 PM

FYI - see below

Regards,

Tracy Williams
HR Associate II
Portland Public Schools
Employee and Labor Relations | Human Resources
Office: 503-916-5095 Cell: 971-425-5395
Current Remote Schedule:
Monday/Wednesday/Friday

ELR Assignment Chart

Confidentiality notice: This email message may contain confidential information. If you have received the message by mistake, please notify us immediately by replying to this message or telephoning us, and do not review, disclose, copy or distribute it.

---------- Forwarded message ---------
From: **eScreen eMRO** <emro@abbott.com>
Date: Mon, Sep 25, 2023 at 5:48 AM
Subject: Re: [Request ID :##RE-10263055##] : ID Number: 7930329713 - Nathaniel Williams
To: <twilliams1@pps.net>

Hello,

The conversation between the MRO and Donor is confidential protected by HIPAA.
_ If timeframe past regarding the documentation required - Result will remain as is, If there is any updates you will be able to see it via eScreen portal
in which you will see an "amended" remark or date changed. MRO will not share any information given at the time of the interview. If the MRO has any specific information pertaining to you as the employer the MRO will always make the necesary notes under "remarks section" which is found at the bottom of the result certificate.

As far as the "Lab Screening"- "Confirmation Screeening" - Those numbers you will always see on the result certificates since those are the ones used at the lab.

i.e- Lab Screening - Is the Initial screening when sample is received at the lab so for example Marijuana

50ng/ml- anything AT or OVER 50ng will provide the lab a result, once a result is obtained the lab will do a secondary testing which is the "Confirmation Testing" where if anything detected AT 15NG or over will 'RE-VERIFY the result initially obtained.. (NOTE: Those numbers DO NOT reflect the donor's specific levels)

eScreen

Description :

EXTERNAL EMAIL: Only click links or open attachments if you recognize the sender and know the content is safe.

Hello,

Attn: Medical Review Officer:Michelle Alexander, M.D

I was hoping that you could help answer some questions regarding an employee's drug screening results.

On August 25, 2023, an employee of Portland Public Schools District ("PPS") contributed a specimen to be tested for various narcotics. Dr. Michelle Alexander was the Medical Review Officer. The ID number is [redacted].

We have some questions about the results and the results appeal process:

I was told that at the time a donor is informed of the results of a drug test, he/she is given three or five days, (depending on the tests that were done) to provide you with information about prescription medications they were taking at the time of the test. If they choose not to provide information within that three to five day window of time, after the three or five days have passed the results are released to the employer. Is this correct?

Questions:

If the three or five days have passed, does the donor still have up to two months from the time of collection, to provide your facility with information about prescription medications? If not, what is the date that this employee has to provide this?

Does the prescription have to be dated prior to when the urine specimen was taken?

How long does the employee have to provide you with drug prescription information if the original specimen was taken on 8/25/2023?

How was the employee informed that he had the opportunity to provide you with prescription drug information (i.e. was he informed by phone? via email? via USPS?)?

If he was informed by letter/USPS or via email, would it be possible to get a copy of the letter or email?

If he was informed by phone, who informed the employee that he could provide prescription drug information?
Did the person **document** that he/she informed the employee?
If the person documented that they informed the employee that he had the opportunity to provide prescription drug medication, is it possible to get the notes that documented this?

What does "Lab Screening Cutoff" mean?

What does "Lab Confirmation Cutoff" mean?

Regards,



Tracy Williams
HR Associate II
Portland Public Schools
Employee and Labor Relations | Human Resources
Office: 503-916-5095 Cell: 971-425-5395
Current Remote Schedule:
Monday/Wednesday/Friday

ELR Assignment Chart

Confidentiality notice: This email message may contain confidential information. If you have received the message by mistake, please notify us immediately by replying to this message or telephoning us, and do not review, disclose, copy or distribute it.

From: Tracy Williams
To: Sarah Fitch
Subject: Fwd: Prescription
Date: Friday, September 15, 2023 12:07:41 AM

He needs to send an email to emro@abbot.com with the prescription information. It's his prescription. Did you want me to respond to his email?

**For a more effective and faster result, EScreen advised that your attorney or you, to send a copy of your prescription along with the pharmacy contact information where the prescription was filled to emro@abbott.com . Include your name and EScreen ID number [redacted] in the email. Once they have your prescription information they can quickly determine a result. **

Regards,

Tracy Williams
HR Associate II
Portland Public Schools
Employee and Labor Relations | Human Resources
Office: 503-916-5095 Cell: 971-425-5395
Current Remote Schedule:
Monday/Wednesday/Friday
ELR Assignment Chart

Confidentiality notice: This email message may contain confidential information. If you have received the message by mistake, please notify us immediately by replying to this message or telephoning us, and do not review, disclose, copy or distribute it.

---------- Forwarded message ---------
From: **Nathaniel Williams** <nwilliams@pps.net>
Date: Fri, Sep 15, 2023 at 10:59 AM
Subject: Prescription
To: Tracy Williams <twilliams1@pps.net>, Sarah Fitch <sfitch@pps.net>
Cc: <bao.nguyen@oregoned.org>

Hi Sarah,

The copies I provided was my prescription information and date filled.

--
Nathaniel Williams

From: Tracy Williams
To: Sarah Fitch; Debbie Knaan
Subject: Nathaniel Williams
Date: Wednesday, September 13, 2023 2:08:25 AM

Here is the scoop!

On 9/1/2023 @ 3:19pm the MRO contacted NW to let him know the result of the test. At this time the MRO asked if there were any prescription mediations that NW was taking and if so, could he provide the prescription and the pharmacy where the prescription was filled. NW did not provide any information at this time of any prescription. (*He could have just provided the prescription info at this time but chose not to)* The only thing that NW mentioned to the MRO is that he has an attorney. The MRO at that time said to NW that any attorney client information would have to be emailed to emro@abbott.com.

NW did however request a re-analysis to the test but has not completed the steps to do this. The steps are:
Send a cashier check of $150.00 to EScreen Re-analysis PO Box 25903, Overland Park, Kansas 66225. With a note requesting a re-analysis, his name, specimen id, signed. - However, this will only get the same result.

EScreen (Diana) said that since NW said he has an attorney, his attorney can email emro@abbott.com a copy of the prescription with the pharmacy information where it was filled.

Regards,

Tracy Williams
HR Associate II
Portland Public Schools
Employee and Labor Relations | Human Resources
Office: 503-916-5095 Cell: 971-425-5395
Current Remote Schedule:
Monday/Wednesday/Friday
ELR Assignment Chart

Confidentiality notice: This email message may contain confidential information. If you have received the message by mistake, please notify us immediately by replying to this message or telephoning us, and do not review, disclose, copy or distribute it.

From: Sarah Fitch
To: Tracy Williams
Subject: Re: Confusion
Date: Friday, September 29, 2023 4:13:45 AM

Great, thanks for the update.

Regards,

Sarah Fitch
Sr. Partner - Employee & Labor Relations
Portland Public Schools
Employee & Labor Relations | Human Resources
Cell: 503-568-2618
ELR Sr. Partner Assignments

On Fri, Sep 29, 2023 at 2:43 PM Tracy Williams <twilliams1@pps.net> wrote:

I called the MRO office to confirm the ticket ID# [redacted] . They received an email from NW on 9/26/23 with two photo attachments. This has been escalated to the MRO for further review.
Next step:
I will receive an amended report from the MRO with the positive results overturned (if they find that the prescription meds caused the initial positive drug screen result).

They advised me to call on Monday or Tuesday for an update if the results are still the same outcome.

Regards,

Tracy Williams
HR Associate II
Portland Public Schools
Employee and Labor Relations | Human Resources
Office: 503-916-5095 Cell: 971-425-5395
Current Remote Schedule:
Monday/Wednesday/Friday

ELR Assignment Chart

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---------- Forwarded message ---------
From: **Bao Nguyen** <bao.nguyen@oregoned.org>
Date: Fri, Sep 29, 2023 at 1:09 PM

Subject: RE: Confusion
To: Tracy Williams <twilliams1@pps.net>, Sarah Fitch <sfitch@pps.net>
Cc: Unify Portland <pdxunited@gmail.com>

Tracy and Sarah,

Here is the ticket ID Number that Mr. Williams received when he sent in the test

Ticket ID # [redacted]

From: Tracy Williams <twilliams1@pps.net>
Sent: Tuesday, September 26, 2023 4:44 PM
To: Sarah Fitch <sfitch@pps.net>
Cc: Unify Portland <pdxunited@gmail.com>; Bao Nguyen <bao.nguyen@oregoned.org>
Subject: Re: Confusion

Hi Nathaniel,

Thank you for the clarification. Could you please forward me the ticket ID number that you would have received when you sent the email to the emro@abbott.com email address. An automatic ticket ID number response is sent to the sender to confirm confirmation.

Regards,

Tracy Williams
HR Associate II
Portland Public Schools
Employee and Labor Relations | Human Resources
Office: 503-916-5095 Cell: 971-425-5395
Current Remote Schedule: Monday/Wednesday/Friday

ELR Assignment Chart

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On Tue, Sep 26, 2023 at 4:17 PM Sarah Fitch <sfitch@pps.net> wrote:

> Thanks Nathaniel, I appreciate the clarification because I was genuinely confused by the last email. I've looped Tracy into my response so that she can connect with the testing facility.
>
> Regards,
>
> **Sarah Fitch**
> Sr. Partner - Employee & Labor Relations
> **Portland Public Schools**
> **Employee & Labor Relations | Human Resources**
> Cell: 503-568-2618
> ELR Sr. Partner Assignments
>
> On Tue, Sep 26, 2023 at 3:54 PM Unify Portland <pdxunited@gmail.com> wrote:
>
> > To be clear about my last email.
> >
> > 1. I was confirming that I sent my prescription information twice to the lab!
> >
> > 2. I clearly stated it was the results from an observed UA I took the week before sending you the results.
> >
> > I hope this helps,
> >
> > Nathaniel Williams

From: Sarah Fitch
To: Tracy Williams; Nathaniel Williams
Cc: Unify Portland; Bao Nguyen; Karmin Williams
Subject: Re: Confusion
Date: Wednesday, September 27, 2023 5:19:39 AM

Hi Nathaniel,

Please respond to Tracy's email as she is helping to navigate this process and move things forward. In an effort to assist, Tracy called the Medical Review Office today and was told that you have **NOT** submitted your prescription information to them. Sharing the ticket ID number with us will allow us to verify that you have.

Please respond by tomorrow, Thursday September 28, at 5:00pm.

Regards,

Sarah Fitch
Sr. Partner - Employee & Labor Relations
Portland Public Schools
Employee & Labor Relations | Human Resources
Cell: 503-568-2618
ELR Sr. Partner Assignments

On Tue, Sep 26, 2023 at 4:44 PM Tracy Williams <twilliams1@pps.net> wrote:

> Hi Nathaniel,
>
> Thank you for the clarification. Could you please forward me the ticket ID number that you would have received when you sent the email to the emro@abbott.com email address. An automatic ticket ID number response is sent to the sender to confirm confirmation.
>
> Regards,
>
>
> **Tracy Williams**
> HR Associate II
> **Portland Public Schools**
> **Employee and Labor Relations | Human Resources**
> Office: 503-916-5095 Cell: 971-425-5395
> Current Remote Schedule:
> Monday/Wednesday/Friday
>
> ELR Assignment Chart
>
>
>
> *Confidentiality notice: This email message may contain confidential information. If you have received the message by mistake, please notify us immediately by replying to this message or telephoning us, and do not review, disclose, copy or distribute it.*
>

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>
> Regards,

Sarah Fitch
Sr. Partner - Employee & Labor Relations
Portland Public Schools
Employee & Labor Relations | Human Resources
Cell: 503-568-2618
ELR Sr. Partner Assignments

On Tue, Sep 26, 2023 at 3:54 PM Unify Portland <pdxunited@gmail.com> wrote:

> To be clear about my last email.
> 1. I was confirming that I sent my prescription information twice to the lab!
>
> 2. I clearly stated it was the results from an observed UA I took the week before sending you the results.
>
> I hope this helps,
>
> Nathaniel Williams

From: Tracy Williams
To: Sarah Fitch
Cc: Unify Portland; Bao Nguyen
Subject: Re: Confusion
Date: Tuesday, September 26, 2023 5:44:17 AM

Hi Nathaniel,

Thank you for the clarification. Could you please forward me the ticket ID number that you would have received when you sent the email to the emro@abbott.com email address. An automatic ticket ID number response is sent to the sender to confirm confirmation.

Regards,

Tracy Williams
HR Associate II
Portland Public Schools
Employee and Labor Relations | Human Resources
Office: 503-916-5095 Cell: 971-425-5395
Current Remote Schedule:
Monday/Wednesday/Friday

ELR Assignment Chart

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On Tue, Sep 26, 2023 at 4:17 PM Sarah Fitch <sfitch@pps.net> wrote:

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>
> Regards,

Sarah Fitch
Sr. Partner - Employee & Labor Relations
Portland Public Schools
Employee & Labor Relations | Human Resources
Cell: 503-568-2618
ELR Sr. Partner Assignments

On Tue, Sep 26, 2023 at 3:54 PM Unify Portland <pdxunited@gmail.com> wrote:

> To be clear about my last email.
> 1. I was confirming that I sent my prescription information twice to the lab!

> 2. I clearly stated it was the results from an observed UA I took the week before sending you the results.
>
> I hope this helps,
>
> Nathaniel Williams

From: Sarah Fitch
To: Nathaniel Williams
Cc: Karmin Williams; Bao Nguyen; John McGee; Tracy Williams
Subject: Fwd: Prescription
Date: Monday, September 18, 2023 11:43:41 PM

Hi Nathaniel,

Can you please confirm that you have followed up per Tracy's prior email? We're unable to discuss a potential return to work until you provide the information that is being requested and should you choose not to comply, the District will be forced to make decisions based upon the information that it has available - in this case, that you tested positive for methamphetamines and amphetamines.

Regards,

Sarah Fitch
Sr. Partner - Employee & Labor Relations
Portland Public Schools
Employee & Labor Relations | Human Resources
Cell: 503-568-2618
ELR Sr. Partner Assignments

---------- Forwarded message ---------
From: **Tracy Williams** <twilliams1@pps.net>
Date: Fri, Sep 15, 2023 at 11:36 AM
Subject: Re: Prescription
To: Nathaniel Williams <nwilliams@pps.net>
Cc: Sarah Fitch <sfitch@pps.net>, <bao.nguyen@oregoned.org>

Hello Nathaniel,

Due to HIPPA regulations and because the specimen is yours, I was specifically told that you or your attorney will need to send the email to emro@abbott.com along with your prescription and pharmacy contact information. Please follow the instructions below.

*** For a more effective and faster result, EScreen advised that your attorney or you, to send a copy of your prescription along with the pharmacy contact information where the prescription was filled to emro@abbott.com . Include your name and EScreen ID number [redacted] in the email. Once they have your prescription information they can quickly determine a result.***

Regards,

Tracy Williams
HR Associate II
Portland Public Schools

Employee and Labor Relations | Human Resources
Office: 503-916-5095 Cell: 971-425-5395
Current Remote Schedule:
Monday/Wednesday/Friday

ELR Assignment Chart

Confidentiality notice: This email message may contain confidential information. If you have received the message by mistake, please notify us immediately by replying to this message or telephoning us, and do not review, disclose, copy or distribute it.

On Fri, Sep 15, 2023 at 10:59 AM Nathaniel Williams <nwilliams@pps.net> wrote:

> Hi Sarah,
>
> The copies I provided was my prescription information and date filled.
>
> --
> Nathaniel Williams

From: Tracy Williams
To: Nathaniel Williams
Cc: Sarah Fitch; bao.nguyen@oregoned.org
Subject: Re: Prescription
Date: Friday, September 15, 2023 12:36:24 AM

Hello Nathaniel,

Due to HIPPA regulations and because the specimen is yours, I was specifically told that you or your attorney will need to send the email to emro@abbott.com along with your prescription and pharmacy contact information. Please follow the instructions below.

*** For a more effective and faster result, EScreen advised that your attorney or you, to send a copy of your prescription along with the pharmacy contact information where the prescription was filled to emro@abbott.com . Include your name and EScreen ID number [redacted] in the email. Once they have your prescription information they can quickly determine a result.***

Regards,

Tracy Williams
HR Associate II
Portland Public Schools
Employee and Labor Relations | Human Resources
Office: 503-916-5095 Cell: 971-425-5395
Current Remote Schedule:
Monday/Wednesday/Friday
ELR Assignment Chart

Confidentiality notice: This email message may contain confidential information. If you have received the message by mistake, please notify us immediately by replying to this message or telephoning us, and do not review, disclose, copy or distribute it.

On Fri, Sep 15, 2023 at 10:59 AM Nathaniel Williams <nwilliams@pps.net> wrote:

> Hi Sarah,
>
> The copies I provided was my prescription information and date filled.
>
> --
> Nathaniel Williams

From: Sarah Fitch
To: Tracy Williams
Subject: Re: Prescription
Date: Friday, September 15, 2023 12:19:30 AM

Yes please.

Regards,

Sarah Fitch
Sr. Partner - Employee & Labor Relations
Portland Public Schools
Employee & Labor Relations | Human Resources
Cell: 503-568-2618
ELR Sr. Partner Assignments

On Fri, Sep 15, 2023 at 11:07 AM Tracy Williams <twilliams1@pps.net> wrote:

> He needs to send an email to emro@abbot.com with the prescription information. It's his prescription. Did you want me to respond to his email?
>
> **For a more effective and faster result, EScreen advised that your attorney or you, to send a copy of your prescription along with the pharmacy contact information where the prescription was filled to emro@abbott.com . Include your name and EScreen ID number [redacted] in the email. Once they have your prescription information they can quickly determine a result. **
>
> Regards,
>
>
> **Tracy Williams**
> HR Associate II
> **Portland Public Schools**
> **Employee and Labor Relations | Human Resources**
> Office: 503-916-5095 Cell: 971-425-5395
> Current Remote Schedule:
> Monday/Wednesday/Friday
>
> ELR Assignment Chart
>
>
>
> *Confidentiality notice: This email message may contain confidential information. If you have received the message by mistake, please notify us immediately by replying to this message or telephoning us, and do not review, disclose, copy or distribute it.*
>
>
> ---------- Forwarded message ---------

From: **Nathaniel Williams** <nwilliams@pps.net>
Date: Fri, Sep 15, 2023 at 10:59 AM
Subject: Prescription
To: Tracy Williams <twilliams1@pps.net>, Sarah Fitch <sfitch@pps.net>
Cc: <bao.nguyen@oregoned.org>

Hi Sarah,

The copies I provided was my prescription information and date filled.

--
Nathaniel Williams

From: Sarah Fitch
To: Tracy Williams
Subject: Re: Next steps regarding EScreen Results
Date: Wednesday, September 13, 2023 8:56:49 PM

Thanks :)

Regards

Sarah Fitch
Sr. Partner - Employee & Labor Relations

cell: 503-568-2618

On Thu, Sep 14, 2023 at 7:36 AM Tracy Williams <twilliams1@pps.net> wrote:

> It was added
>
> On Wed, Sep 13, 2023 at 6:17 PM Sarah Fitch <sfitch@pps.net> wrote:
>
> > Thanks - If not, could you please.
> >
> > Regards
> >
> > Sarah Fitch
> > Sr. Partner - Employee & Labor Relations
> >
> > cell: 503-568-2618
> >
> > On Wed, Sep 13, 2023 at 4:13 PM Tracy Williams <twilliams1@pps.net> wrote:
> >
> > > FYI
> > >
> > > ---------- Forwarded message ---------
> > > From: **Tracy Williams** <twilliams1@pps.net>
> > > Date: Wed, Sep 13, 2023 at 4:12 PM
> > > Subject: Next steps regarding EScreen Results
> > > To: Nathaniel Williams <nwilliams@pps.net>, <buddyluve7300@gmail.com>
> > >
> > > Hi Nathaniel,
> > >
> > > Nice to meet you today. I left you a voicemail earlier but wanted to email you with the information I received from the EScreen MR office today.
> > >
> > > The MRO had mentioned that you have requested a re-analysis of the original specimen but have not completed all the steps to do this. e.g. sending a cashier's check for $150.00, EScreen ID number and requesting a re-analysis. However, I was told that this would only result in the same outcome, so it wouldn't be beneficial to you.
> > >
> > > For a more effective and faster result, EScreen advised that your attorney or you, to send a copy of your

prescription along with the pharmacy contact information where the prescription was filled to emro@abbott.com . Include your name and EScreen ID number [redacted] in the email. Once they have your prescription information they can quickly determine a result.

Please let me know if you have any questions about the process.

Regards,

Tracy Williams
HR Associate II
Portland Public Schools
Employee and Labor Relations | Human Resources
Office: 503-916-5095 Cell: 971-425-5395
Current Remote Schedule:
Monday/Wednesday/Friday

ELR Assignment Chart

Confidentiality notice: This email message may contain confidential information. If you have received the message by mistake, please notify us immediately by replying to this message or telephoning us, and do not review, disclose, copy or distribute it.

From: Sarah Fitch
To: Tracy Williams
Subject: Re: Next steps regarding EScreen Results
Date: Wednesday, September 13, 2023 7:17:22 AM

Thanks - If not, could you please.

Regards

Sarah Fitch
Sr. Partner - Employee & Labor Relations

cell: 503-568-2618

On Wed, Sep 13, 2023 at 4:13 PM Tracy Williams <twilliams1@pps.net> wrote:

> FYI
>
> ---------- Forwarded message ---------
> From: **Tracy Williams** <twilliams1@pps.net>
> Date: Wed, Sep 13, 2023 at 4:12 PM
> Subject: Next steps regarding EScreen Results
> To: Nathaniel Williams <nwilliams@pps.net>, <buddyluve7300@gmail.com>
>
> Hi Nathaniel,
>
> Nice to meet you today. I left you a voicemail earlier but wanted to email you with the information I received from the EScreen MR office today.
>
> The MRO had mentioned that you have requested a re-analysis of the original specimen but have not completed all the steps to do this. e.g. sending a cashier's check for $150.00, EScreen ID number and requesting a re-analysis. However, I was told that this would only result in the same outcome, so it wouldn't be beneficial to you.
>
> For a more effective and faster result, EScreen advised that your attorney or you, to send a copy of your prescription along with the pharmacy contact information where the prescription was filled to emro@abbott.com . Include your name and EScreen ID numbe[redacted] in the email. Once they have your prescription information they can quickly determine a result.
>
> Please let me know if you have any questions about the process.
>
> Regards,
>
> **Tracy Williams**
> HR Associate II
> **Portland Public Schools**
> **Employee and Labor Relations | Human Resources**
> Office: 503-916-5095 Cell: 971-425-5395

Current Remote Schedule:
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ELR Assignment Chart

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From: Sarah Fitch
To: Nadia Sanchez Rivera
Subject: Fwd: FW: Prescription
Date: Thursday, September 21, 2023 10:47:30 PM

. He sent 2 emails - not sure if they are exactly the same or if there is a difference.

Regards,

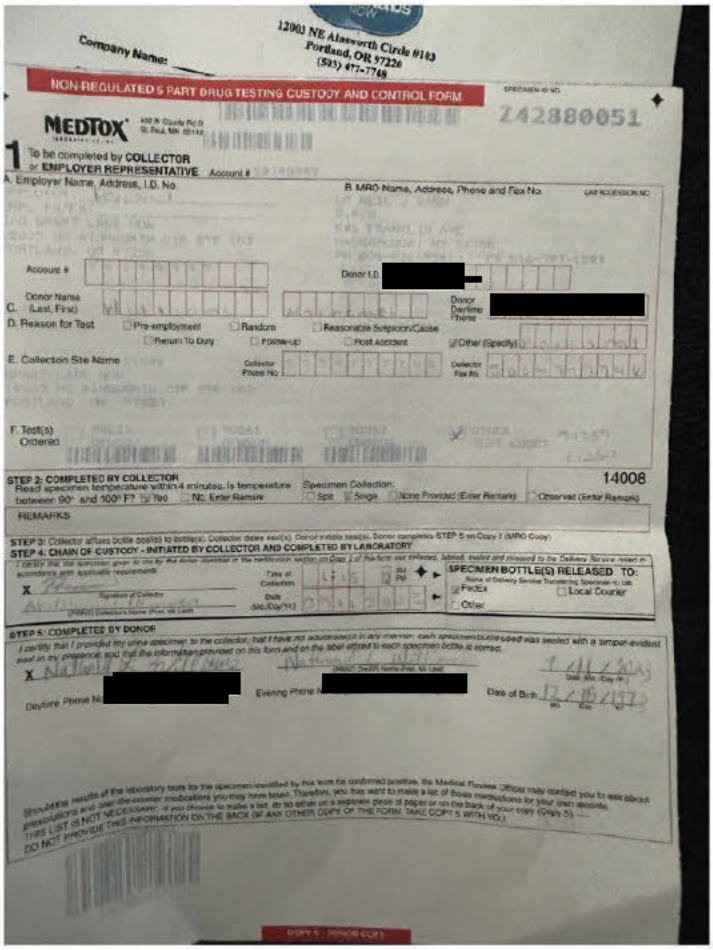
Sarah Fitch
Sr. Partner - Employee & Labor Relations
Portland Public Schools
Employee & Labor Relations | Human Resources
Cell: 503-568-2618
ELR Sr. Partner Assignments

---------- Forwarded message ---------
From: **Unify Portland** <pdxunited@gmail.com>
Date: Thu, Sep 21, 2023 at 9:08 PM
Subject: Fwd: FW: Prescription
To: Bao Nguyen <bao.nguyen@oregoned.org>, <sfitch@pps.net>

Nathaniel Williams

---------- Forwarded message ---------
From: **Unify Portland** <pdxunited@gmail.com>
Date: Tue, Sep 19, 2023 at 3:59 PM
Subject: Re: FW: Prescription
To: Bao Nguyen <bao.nguyen@oregoned.org>

Did it earlier this morning and last week as well. Here are the results of my most recent test. It was observed. This is in good faith to show I've taken the initiative to show that I do not abuse drugs nor is there an addiction. I love my career. I'm sure there are other options besides taking away what I've worked so hard to accomplish.



Company Name:

12003 NE Ainsworth Circle #103
Portland, OR 97220
(503) 477-7748

NON-REGULATED 5 PART DRUG TESTING CUSTODY AND CONTROL FORM

SPECIMEN ID NO. Z42880051

MEDTOX

1 To be completed by COLLECTOR or EMPLOYER REPRESENTATIVE Account #

A. Employer Name, Address, I.D. No.

B. MRO Name, Address, Phone and Fax No.

Account #

Donor I.D. [redacted]

C. Donor Name (Last, First)

Donor Daytime Phone [redacted]

D. Reason for Test: Pre-employment, Random, Reasonable Suspicion/Cause, Return To Duty, Follow-up, Post Accident, Other (Specify)

E. Collection Site Name

Collector Phone No

Collector Fax No.

F. Test(s) Ordered

STEP 2: COMPLETED BY COLLECTOR
Read specimen temperature within 4 minutes. Is temperature between 90° and 100° F? Yes / No. Enter Remark

Specimen Collection: Split / Single / None Provided (Enter Remark) / Observed (Enter Remark)

14008

REMARKS

STEP 3: Collector affixes bottle seal(s) to bottle(s). Collector dates seal(s). Donor initials seal(s). Donor completes STEP 5 on Copy 1 (MRO Copy).

STEP 4: CHAIN OF CUSTODY - INITIATED BY COLLECTOR AND COMPLETED BY LABORATORY

I certify that the specimen given to me by the donor identified in the identification section on Copy 1 of this form was collected, labeled, sealed and released to the Delivery Service named in accordance with applicable requirements.

X

Signature of Collector

(PRINT) Collector's Name (First, MI, Last)

Time of Collection: AM / PM

Date (Mo./Day/Yr.)

SPECIMEN BOTTLE(S) RELEASED TO:
Name of Delivery Service Transferring Specimen(s) to Lab
FedEx / Local Courier / Other

STEP 5: COMPLETED BY DONOR

I certify that I provided my urine specimen to the collector, that I have not adulterated it in any manner, each specimen bottle used was sealed with a tamper-evident seal in my presence, and that the information provided on this form and on the label affixed to each specimen bottle is correct.

X

(Donor) (Sign) (Print, MI, Last)

Daytime Phone No. [redacted]

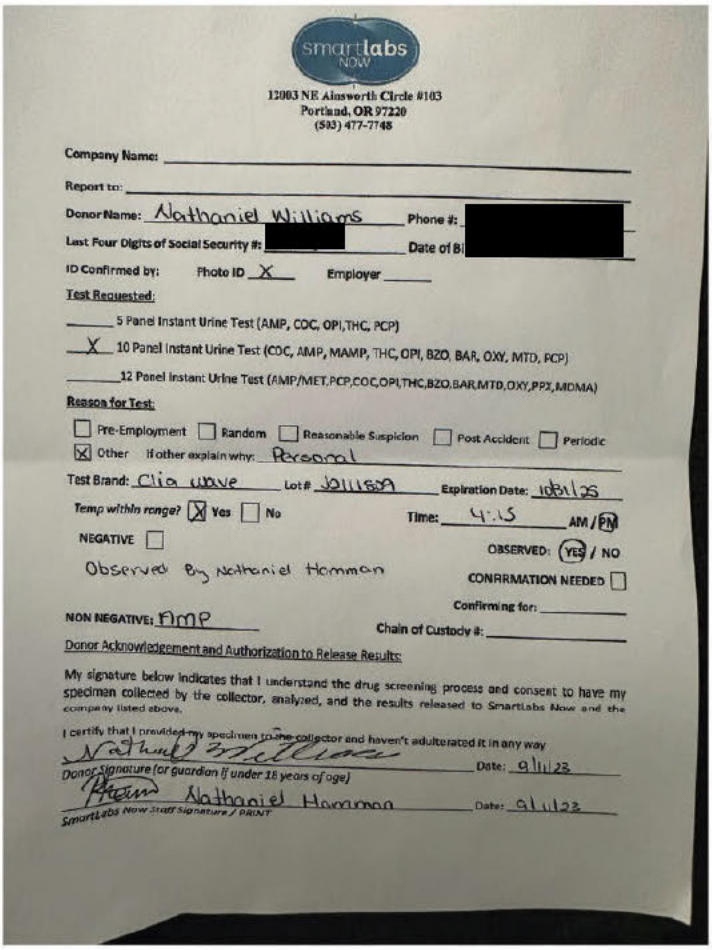
Evening Phone No. [redacted]

Date (Mo./Day/Yr.)

Date of Birth

Should the results of the laboratory tests for the specimen identified by this form be confirmed positive, the Medical Review Officer may contact you to ask about prescriptions and over-the-counter medications you may have taken. Therefore, you may want to make a list of those medications for your own records. THIS LIST IS NOT NECESSARY. If you choose to make a list, do so either on a separate piece of paper or on the back of your copy (Copy 5). DO NOT PROVIDE THIS INFORMATION ON THE BACK OF ANY OTHER COPY OF THE FORM. TAKE COPY 5 WITH YOU.

COPY 5 - DONOR COPY



smartlabs NOW

12003 NE Ainsworth Circle #103
Portland, OR 97220
(503) 477-7748

Company Name: _____

Report to: _____

Donor Name: Nathaniel Williams Phone #: [redacted]

Last Four Digits of Social Security #: [redacted] Date of Bi[redacted]

ID Confirmed by: Photo ID X Employer _____

Test Requested:

_____ 5 Panel Instant Urine Test (AMP, COC, OPI,THC, PCP)

X 10 Panel Instant Urine Test (COC, AMP, MAMP, THC, OPI, BZO, BAR, OXY, MTD, PCP)

_____ 12 Panel Instant Urine Test (AMP/MET,PCP,COC,OPI,THC,BZO,BAR,MTD,OXY,PPX,MDMA)

Reason for Test:

☐ Pre-Employment ☐ Random ☐ Reasonable Suspicion ☐ Post Accident ☐ Periodic
☒ Other If other explain why: Personal

Test Brand: Clia wave Lot# 321115B9 Expiration Date: 10/31/25

Temp within range? ☒ Yes ☐ No Time: 4:15 AM / PM

NEGATIVE ☐ OBSERVED: YES / NO

Observed By Nathaniel Hamman CONFIRMATION NEEDED ☐

Confirming for: _____

NON NEGATIVE: AMP Chain of Custody #: _____

Donor Acknowledgement and Authorization to Release Results:

My signature below indicates that I understand the drug screening process and consent to have my specimen collected by the collector, analyzed, and the results released to SmartLabs Now and the company listed above.

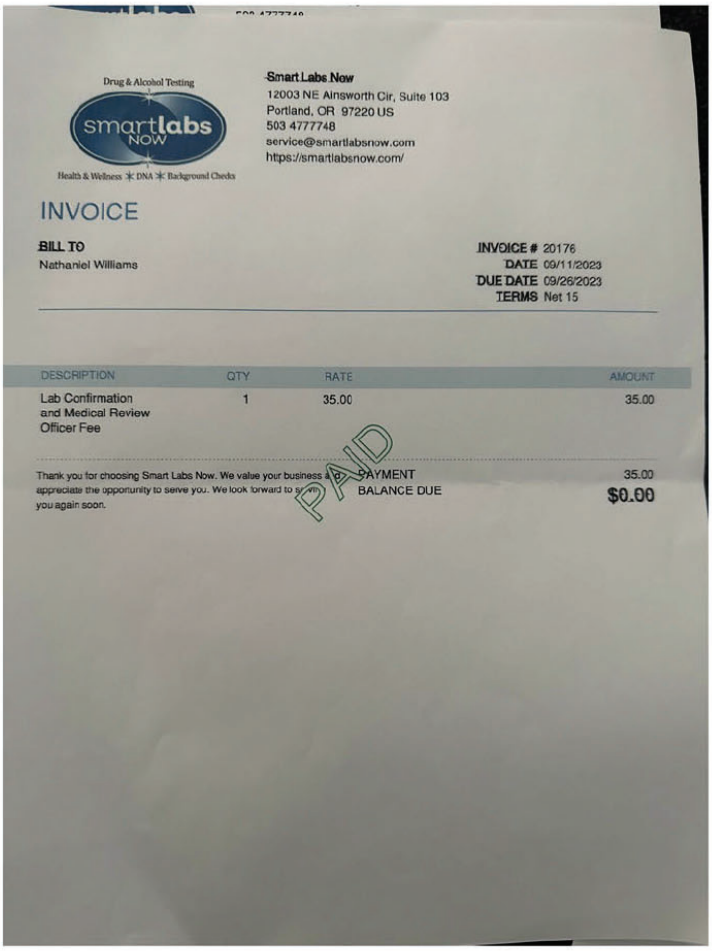
I certify that I provided my specimen to the collector and haven't adulterated it in any way

Nathaniel Williams Date: 9/11/23

Donor Signature (or guardian if under 18 years of age)

Nathaniel Hamman Date: 9/11/23

SmartLabs Now Staff Signature / PRINT



Drug & Alcohol Testing

smartlabs NOW

Health & Wellness ✳ DNA ✳ Background Checks

Smart Labs Now
12003 NE Ainsworth Cir, Suite 103
Portland, OR 97220 US
503 4777748
service@smartlabsnow.com
https://smartlabsnow.com/

INVOICE

BILL TO
Nathaniel Williams

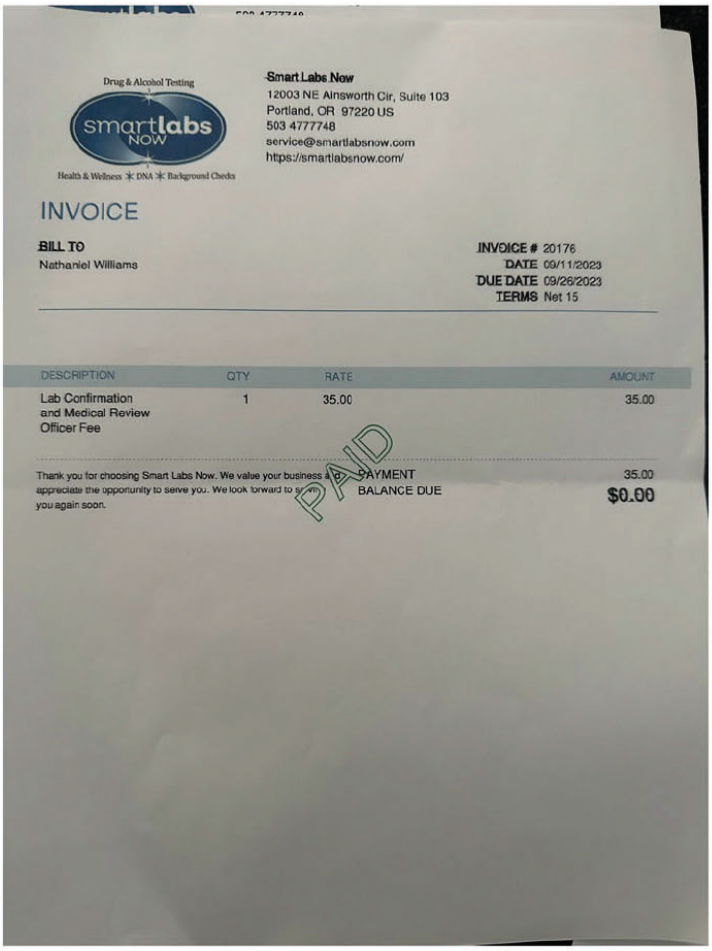
INVOICE # 20176
DATE 09/11/2023
DUE DATE 09/26/2023
TERMS Net 15

DESCRIPTION	QTY	RATE	AMOUNT
Lab Confirmation and Medical Review Officer Fee	1	35.00	35.00

PAID

Thank you for choosing Smart Labs Now. We value your business and appreciate the opportunity to serve you. We look forward to serving you again soon.

PAYMENT 35.00
BALANCE DUE **$0.00**



Drug & Alcohol Testing

smartlabs NOW

Health & Wellness ✳ DNA ✳ Background Checks

Smart Labs Now
12003 NE Ainsworth Cir, Suite 103
Portland, OR 97220 US
503 4777748
service@smartlabsnow.com
https://smartlabsnow.com/

INVOICE

BILL TO
Nathaniel Williams

INVOICE # 20176
DATE 09/11/2023
DUE DATE 09/26/2023
TERMS Net 15

DESCRIPTION	QTY	RATE	AMOUNT
Lab Confirmation and Medical Review Officer Fee	1	35.00	35.00

PAID

Thank you for choosing Smart Labs Now. We value your business and appreciate the opportunity to serve you. We look forward to serving you again soon.

PAYMENT 35.00
BALANCE DUE **$0.00**

Drug & Alcohol Testing

smartlabs NOW

Health & Wellness ✳ DNA ✳ Background Checks

Smart Labs Now
12003 NE Ainsworth Cir, Suite 103
Portland, OR 97220 US
503 4777748
service@smartlabsnow.com
https://smartlabsnow.com/

INVOICE

BILL TO
Nathaniel Williams

INVOICE # 20175
DATE 09/11/2023
DUE DATE 09/11/2023
TERMS Due on receipt

DESCRIPTION	QTY	RATE	AMOUNT
Urine 10 Panel Instant	1	52.00	52.00
Direct Observation Charge	1	23.00	23.00

PAID

Thank you for choosing Smart Labs Now. We value your business and appreciate the opportunity to serve you. We look forward to serving you again soon.

PAYMENT 75.00
BALANCE DUE **$0.00**

Nathaniel Williams

On Mon, Sep 18, 2023 at 9:07 AM Bao Nguyen <bao.nguyen@oregoned.org> wrote:

> FYI
>
> ---
>
> **From:** Tracy Williams <twilliams1@pps.net>
> **Sent:** Friday, September 15, 2023 11:36 AM
> **To:** Nathaniel Williams <nwilliams@pps.net>
> **Cc:** Sarah Fitch <sfitch@pps.net>; Bao Nguyen <bao.nguyen@oregoned.org>
> **Subject:** Re: Prescription
>
> Hello Nathaniel,
>
> Due to HIPPA regulations and because the specimen is yours, I was specifically told that you or your attorney will need to send the email to emro@abbott.com along with your

prescription and pharmacy contact information. Please follow the instructions below.

*** For a more effective and faster result, EScreen advised that your attorney or you, to send a copy of your prescription along with the pharmacy contact information where the prescription was filled to emro@abbott.com . Include your name and EScreen ID number [redacted] in the email. Once they have your prescription information they can quickly determine a result.***

Regards,

Tracy Williams
HR Associate II
Portland Public Schools
Employee and Labor Relations | Human Resources
Office: 503-916-5095 Cell: 971-425-5395
Current Remote Schedule: Monday/Wednesday/Friday

ELR Assignment Chart

Confidentiality notice: This email message may contain confidential information. If you have received the message by mistake, please notify us immediately by replying to this message or telephoning us, and do not review, disclose, copy or distribute it.

On Fri, Sep 15, 2023 at 10:59 AM Nathaniel Williams <nwilliams@pps.net> wrote:

> Hi Sarah,
>
> The copies I provided was my prescription information and date filled.
>
> --
> Nathaniel Williams

From: Sarah Fitch
To: Nadia Sanchez Rivera
Subject: Fwd: FW: Prescription
Date: Thursday, September 21, 2023 10:47:00 PM

Regards,

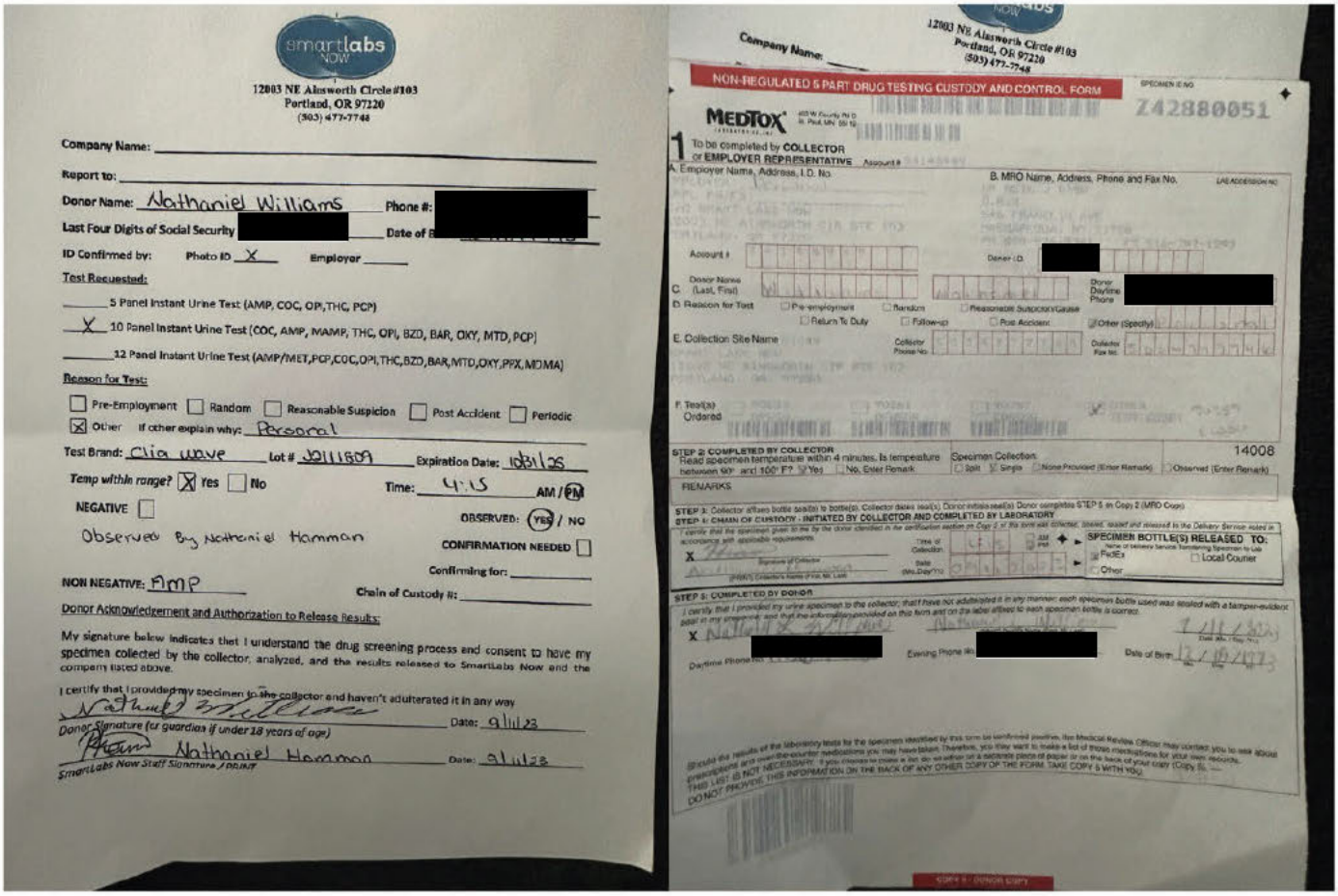
Sarah Fitch
Sr. Partner - Employee & Labor Relations
Portland Public Schools
Employee & Labor Relations | Human Resources
Cell: 503-568-2618
ELR Sr. Partner Assignments

---------- Forwarded message ---------
From: **Unify Portland** <pdxunited@gmail.com>
Date: Thu, Sep 21, 2023 at 9:09 PM
Subject: Re: FW: Prescription
To: Bao Nguyen <bao.nguyen@oregoned.org>, <sfitch@pps.net>

Nathaniel Williams

On Tue, Sep 19, 2023 at 3:59 PM Unify Portland <pdxunited@gmail.com> wrote:

> Did it earlier this morning and last week as well. Here are the results of my most recent test. It was observed. This is in good faith to show I've taken the initiative to show that I do not abuse drugs nor is there an addiction. I love my career. I'm sure there are other options besides taking away what I've worked so hard to accomplish.



smartlabs NOW

12003 NE Ainsworth Circle #103
Portland, OR 97220
(503) 477-7748

Company Name: _____

Report to: _____

Donor Name: Nathaniel Williams Phone #: [redacted]

Last Four Digits of Social Security [redacted] Date of B [redacted]

ID Confirmed by: Photo ID X Employer _____

Test Requested:

_____ 5 Panel Instant Urine Test (AMP, COC, OPI, THC, PCP)

X 10 Panel Instant Urine Test (COC, AMP, MAMP, THC, OPI, BZD, BAR, OXY, MTD, PCP)

_____ 12 Panel Instant Urine Test (AMP/MET,PCP,COC,OPI,THC,BZD,BAR,MTD,OXY,PPX,MDMA)

Reason for Test:

☐ Pre-Employment ☐ Random ☐ Reasonable Suspicion ☐ Post Accident ☐ Periodic

☒ Other If other explain why: Personal

Test Brand: Clia wave Lot # 20111609 Expiration Date: 10/31/25

Temp within range? ☒ Yes ☐ No Time: 4:15 AM / PM

NEGATIVE ☐ OBSERVED: (YES) / NO

Observed By Nathaniel Hamman CONFIRMATION NEEDED ☐

Confirming for: _____

NON NEGATIVE: AMP Chain of Custody #: _____

Donor Acknowledgement and Authorization to Release Results:

My signature below indicates that I understand the drug screening process and consent to have my specimen collected by the collector, analyzed, and the results released to SmartLabs Now and the company listed above.

I certify that I provided my specimen to the collector and haven't adulterated it in any way

Nathaniel Williams

Donor Signature (or guardian if under 18 years of age) Date: 9/11/23

Nathaniel Hamman

SmartLabs Now Staff Signature / PRINT Date: 9/11/23

12003 NE Ainsworth Circle #103
Portland, OR 97220
(503) 477-7748

Company Name: _____

NON-REGULATED 5 PART DRUG TESTING CUSTODY AND CONTROL FORM

SPECIMEN ID NO. Z42880051

MEDTOX

1 To be completed by COLLECTOR or EMPLOYER REPRESENTATIVE Account #

A. Employer Name, Address, I.D. No.

B. MRO Name, Address, Phone and Fax No. LAB ACCESSION NO.

Account # Donor I.D. [redacted]

C. Donor Name (Last, First) Donor Daytime Phone [redacted]

D. Reason for Test ☐ Pre-employment ☐ Random ☐ Reasonable Suspicion/Cause ☐ Return To Duty ☐ Follow-up ☐ Post Accident ☑ Other (Specify)

E. Collection Site Name Collector Phone No. Collector Fax No.

F. Test(s) Ordered

STEP 2: COMPLETED BY COLLECTOR
Read specimen temperature within 4 minutes. Is temperature between 90° and 100° F? ☑ Yes ☐ No, Enter Remark

Specimen Collection ☐ Split ☑ Single ☐ None Provided (Enter Remark)

14008

☐ Observed (Enter Remark)

REMARKS

STEP 3: Collector affixes bottle seal(s) to bottle(s). Collector dates seal(s). Donor initials seal(s). Donor completes STEP 5 on Copy 2 (MRO Copy).

STEP 4: CHAIN OF CUSTODY - INITIATED BY COLLECTOR AND COMPLETED BY LABORATORY

I certify that the specimen given to me by the donor identified in the certification section on Copy 2 of this form was collected, labeled, sealed and released to the Delivery Service noted in accordance with applicable requirements.

X Signature of Collector Time of Collection AM PM Date (Mo./Day/Yr.)

(PRINT) Collector's Name (First, MI, Last)

SPECIMEN BOTTLE(S) RELEASED TO: Name of Delivery Service Transferring Specimen to Lab ☐ FedEx ☐ Local Courier ☐ Other

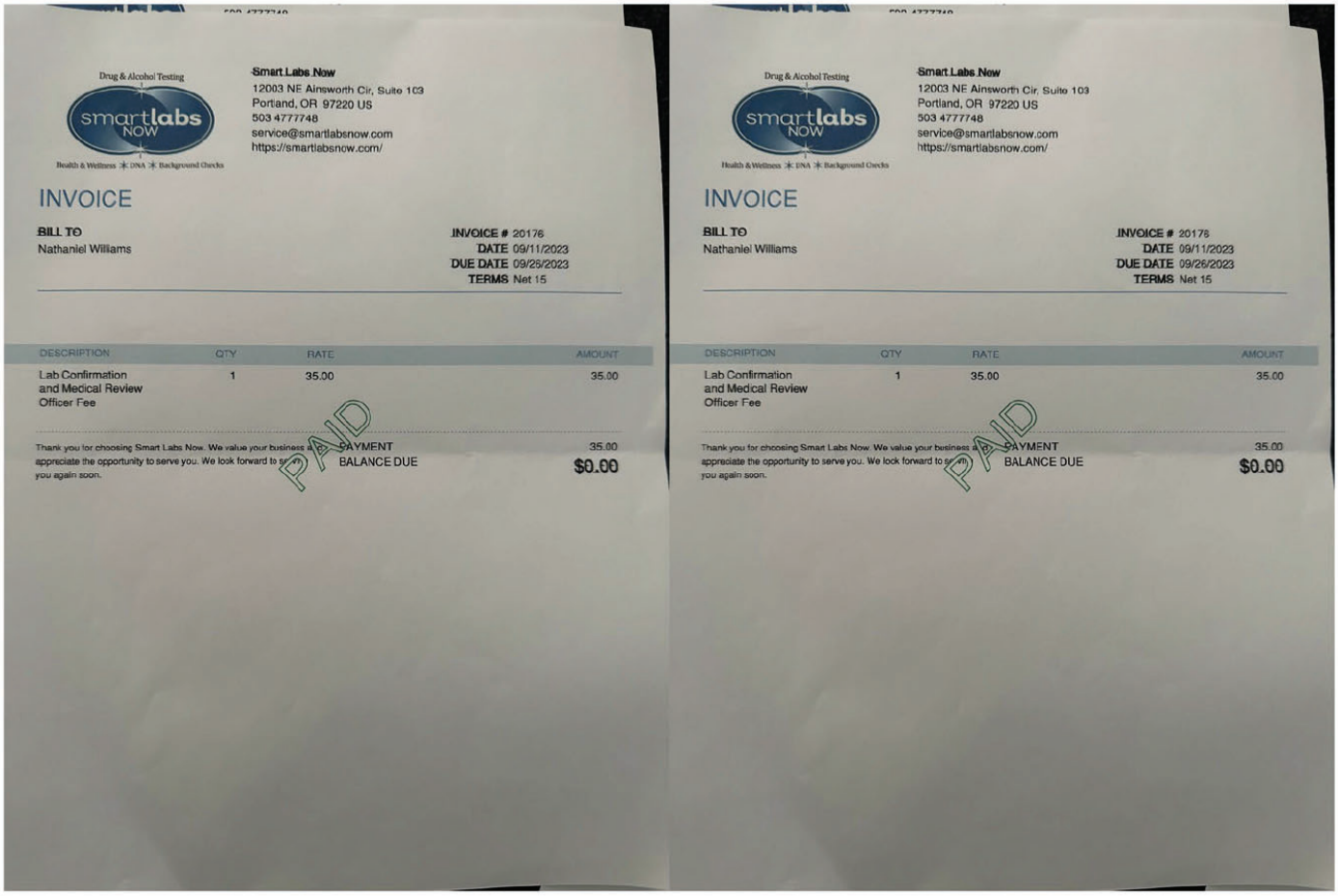
STEP 5: COMPLETED BY DONOR

I certify that I provided my urine specimen to the collector; that I have not adulterated it in any manner; each specimen bottle used was sealed with a tamper-evident seal in my presence; and that the information provided on this form and on the label affixed to each specimen bottle is correct.

X [redacted] Daytime Phone No. [redacted] Evening Phone No. [redacted] Date of Birth 12/10/1973

Should the results of the laboratory tests for the specimens identified by this form be confirmed positive, the Medical Review Officer may contact you to ask about prescriptions and over-the-counter medications you may have taken. Therefore, you may want to make a list of those medications for your own records. THIS LIST IS NOT NECESSARY. If you choose to make a list, do so either on a separate piece of paper or on the back of your copy (Copy 5). DO NOT PROVIDE THIS INFORMATION ON THE BACK OF ANY OTHER COPY OF THE FORM. TAKE COPY 5 WITH YOU.

Copy 5 - Donor Copy



Drug & Alcohol Testing

smartlabs NOW

Health & Wellness ✳ DNA ✳ Background Checks

Smart Labs Now
12003 NE Ainsworth Cir, Suite 103
Portland, OR 97220 US
503 4777748
service@smartlabsnow.com
https://smartlabsnow.com/

INVOICE

BILL TO
Nathaniel Williams

INVOICE # 20176
DATE 09/11/2023
DUE DATE 09/26/2023
TERMS Net 15

DESCRIPTION	QTY	RATE	AMOUNT
Lab Confirmation and Medical Review Officer Fee	1	35.00	35.00

Thank you for choosing Smart Labs Now. We value your business and appreciate the opportunity to serve you. We look forward to serving you again soon.

PAYMENT 35.00
BALANCE DUE **$0.00**

PAID

Drug & Alcohol Testing

smartlabs NOW

Health & Wellness ✳ DNA ✳ Background Checks

Smart Labs Now
12003 NE Ainsworth Cir, Suite 103
Portland, OR 97220 US
503 4777748
service@smartlabsnow.com
https://smartlabsnow.com/

INVOICE

BILL TO
Nathaniel Williams

INVOICE # 20176
DATE 09/11/2023
DUE DATE 09/26/2023
TERMS Net 15

DESCRIPTION QTY RATE AMOUNT

Lab Confirmation and Medical Review Officer Fee 1 35.00 35.00

Thank you for choosing Smart Labs Now. We value your business and appreciate the opportunity to serve you. We look forward to serving you again soon.

PAYMENT 35.00
BALANCE DUE $0.00

PAID

Smart Labs Now
12003 NE Ainsworth Cir, Suite 103
Portland, OR 97220 US
503 4777748
service@smartlabsnow.com
https://smartlabsnow.com/

INVOICE

BILL TO
Nathaniel Williams

INVOICE # 20175
DATE 09/11/2023
DUE DATE 09/11/2023
TERMS Due on receipt

DESCRIPTION	QTY	RATE	AMOUNT
Urine 10 Panel Instant	1	52.00	52.00
Direct Observation Charge	1	23.00	23.00
			75.00
		PAYMENT	$0.00
		BALANCE DUE	

Thank you for choosing Smart Labs Now. We value your business and appreciate the opportunity to serve you. We look forward to serving you again soon.

Nathaniel Williams

On Mon, Sep 18, 2023 at 9:07 AM Bao Nguyen <bao.nguyen@oregoned.org> wrote:

> FYI
>
> ---
>
> **From:** Tracy Williams <twilliams1@pps.net>
> **Sent:** Friday, September 15, 2023 11:36 AM
> **To:** Nathaniel Williams <nwilliams@pps.net>
> **Cc:** Sarah Fitch <sfitch@pps.net>; Bao Nguyen <bao.nguyen@oregoned.org>
> **Subject:** Re: Prescription
>
> Hello Nathaniel,
>
> Due to HIPPA regulations and because the specimen is yours, I was specifically told that you or your attorney will need to send the email to emro@abbott.com along with your prescription and pharmacy contact information. Please follow the instructions below.

*** For a more effective and faster result, EScreen advised that your attorney or you, to send a copy of your prescription along with the pharmacy contact information where the prescription was filled to emro@abbott.com . Include your name and EScreen ID number [redacted] in the email. Once they have your prescription information they can quickly determine a result.***

Regards,

Tracy Williams
HR Associate II
Portland Public Schools
Employee and Labor Relations | Human Resources
Office: 503-916-5095 Cell: 971-425-5395
Current Remote Schedule: Monday/Wednesday/Friday

ELR Assignment Chart

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On Fri, Sep 15, 2023 at 10:59 AM Nathaniel Williams <nwilliams@pps.net> wrote:

> Hi Sarah,
>
> The copies I provided was my prescription information and date filled.
>
> --
> Nathaniel Williams

From: Sarah Fitch
To: Nadia Sanchez Rivera
Subject: Fwd: Nathaniel Williams
Date: Wednesday, September 13, 2023 3:26:08 AM

Regards,

Sarah Fitch
Sr. Partner - Employee & Labor Relations
Portland Public Schools
Employee & Labor Relations | Human Resources
Cell: 503-568-2618
ELR Sr. Partner Assignments

---------- Forwarded message ---------
From: **Tracy Williams** <twilliams1@pps.net>
Date: Wed, Sep 13, 2023 at 1:08 PM
Subject: Nathaniel Williams
To: Sarah Fitch <sfitch@pps.net>, Debbie Knaan <dknaan@pps.net>

Here is the scoop!

On 9/1/2023 @ 3:19pm the MRO contacted NW to let him know the result of the test. At this time the MRO asked if there were any prescription mediations that NW was taking and if so, could he provide the prescription and the pharmacy where the prescription was filled. NW did not provide any information at this time of any prescription. (*He could have just provided the prescription info at this time but chose not to)* The only thing that NW mentioned to the MRO is that he has an attorney. The MRO at that time said to NW that any attorney client information would have to be emailed to emro@abbott.com.

NW did however request a re-analysis to the test but has not completed the steps to do this. The steps are:
Send a cashier check of $150.00 to EScreen Re-analysis PO Box 25903, Overland Park, Kansas 66225. With a note requesting a re-analysis, his name, specimen id, signed. - However, this will only get the same result.

EScreen (Diana) said that since NW said he has an attorney, his attorney can email emro@abbott.com a copy of the prescription with the pharmacy information where it was filled.

Regards,

Tracy Williams
HR Associate II
Portland Public Schools
Employee and Labor Relations | Human Resources

Office: 503-916-5095 Cell: 971-425-5395

Current Remote Schedule:
Monday/Wednesday/Friday

ELR Assignment Chart

Confidentiality notice: This email message may contain confidential information. If you have received the message by mistake, please notify us immediately by replying to this message or telephoning us, and do not review, disclose, copy or distribute it.

From: Tracy Williams
To: Sarah Fitch
Subject: Nathanial Williams update 10/3/2023
Date: Monday, October 2, 2023 9:41:17 PM

Received a call from the MRO Office Coordinator. The result still stands as is/no change (Positive Result) as NW has not sent his prescription.

The MRO coordinator said to make it very simple, NW can send a photo of his actual medication container, showing the prescription name details on the container to emro@abbott.com . Include his name and EScreen ID number [redacted] in the email. It needs to show the pharmacy where it was filled.

MRO Officer are unable to review as the documents provided are: out of scope to regular process

Regards,

Tracy Williams
HR Associate II
Portland Public Schools
Employee and Labor Relations | Human Resources
Office: 503-916-5095 Cell: 971-425-5395
Current Remote Schedule:
Monday/Wednesday/Friday

ELR Assignment Chart

Confidentiality notice: This email message may contain confidential information. If you have received the message by mistake, please notify us immediately by replying to this message or telephoning us, and do not review, disclose, copy or distribute it.

From: Sarah Fitch
To: Nadia Sanchez Rivera
Subject: Fwd: Fwd: Nathaniel Williams: Your request has been logged with request id ##10327305##
Date: Wednesday, October 4, 2023 7:03:48 AM

Regards

Sarah Fitch
Sr. Partner - Employee & Labor Relations

cell: 503-568-2618

---------- Forwarded message ---------
From: **Bao Nguyen** <bao.nguyen@oregoned.org>
Date: Wed, Oct 4, 2023 at 5:23 PM
Subject: Fwd: Fwd: Nathaniel Williams: Your request has been logged with request id ##10327305##
To: Sarah Fitch <sfitch@pps.net>

Fyi

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Unify Portland <pdxunited@gmail.com>
Sent: Wednesday, October 4, 2023 5:22:33 PM
To: Bao Nguyen <bao.nguyen@oregoned.org>; twilliams1@pps.net <twilliams1@pps.net>
Subject: Re: Fwd: Nathaniel Williams: Your request has been logged with request id ##10327305##

Nathaniel Williams

On Wed, Oct 4, 2023 at 4:52 PM eScreen eMRO <emro@abbott.com> wrote:

> Dear Unify Portland,
> Thank you for contacting eScreen eMRO, your request has been received and your service id# is [redacted] The subject of the request is : Fwd: Nathaniel Williams. Please reply back directly to this email with any updates or further clarifications.
>
> Regards,
> eScreen eMRO

From: Sarah Fitch
To: Tracy Williams
Subject: Re: Nathanial Williams update 10/3/2023
Date: Monday, October 2, 2023 9:42:25 PM

Thanks, I'll communicate that to Nathaniel and Bao today. I'll copy you in to keep you in the loop.

Regards,

Sarah Fitch
Sr. Partner - Employee & Labor Relations
Portland Public Schools
Employee & Labor Relations | Human Resources
Cell: 503-568-2618
ELR Sr. Partner Assignments

On Tue, Oct 3, 2023 at 8:41 AM Tracy Williams <twilliams1@pps.net> wrote:

> Received a call from the MRO Office Coordinator. The result still stands as is/no change (Positive Result) as NW has not sent his prescription.
>
> The MRO coordinator said to make it very simple, NW can send a photo of his actual medication container, showing the prescription name details on the container to emro@abbott.com . Include his name and EScreen ID number [redacted] in the email. It needs to show the pharmacy where it was filled.
>
> MRO Officer are unable to review as the documents provided are: out of scope to regular process
>
> Regards,
>
>
> **Tracy Williams**
> HR Associate II
> **Portland Public Schools**
> **Employee and Labor Relations | Human Resources**
> Office: 503-916-5095 Cell: 971-425-5395
> Current Remote Schedule:
> Monday/Wednesday/Friday
>
> ELR Assignment Chart
>
>
>
> *Confidentiality notice: This email message may contain confidential information. If you have received the message by mistake, please notify us immediately by replying to this message or telephoning us, and do not review, disclose, copy or distribute it.*
>

From: Tracy Williams
To: Sarah Fitch
Subject: Re: Confusion
Date: Friday, September 29, 2023 4:26:00 AM

It's added :)

On Fri, Sep 29, 2023 at 3:13 PM Sarah Fitch <sfitch@pps.net> wrote:

> Great, thanks for the update.
>
> Regards,
>
> **Sarah Fitch**
> Sr. Partner - Employee & Labor Relations
> **Portland Public Schools**
> **Employee & Labor Relations | Human Resources**
> Cell: 503-568-2618
> ELR Sr. Partner Assignments

On Fri, Sep 29, 2023 at 2:43 PM Tracy Williams <twilliams1@pps.net> wrote:

> I called the MRO office to confirm the ticket ID [redacted] . They received an email from NW on 9/26/23 with two photo attachments. This has been escalated to the MRO for further review.
> Next step:
> I will receive an amended report from the MRO with the positive results overturned (if they find that the prescription meds caused the initial positive drug screen result).
>
> They advised me to call on Monday or Tuesday for an update if the results are still the same outcome.
>
> Regards,
>
> **Tracy Williams**
> HR Associate II
> **Portland Public Schools**
> **Employee and Labor Relations | Human Resources**
> Office: 503-916-5095 Cell: 971-425-5395
> Current Remote Schedule:
> Monday/Wednesday/Friday
>
> ELR Assignment Chart
>
> *Confidentiality notice: This email message may contain confidential information. If you have received the message by mistake, please notify us immediately by replying to this message or telephoning us, and do not review, disclose, copy or distribute it.*

---------- Forwarded message ---------
From: **Bao Nguyen** <bao.nguyen@oregoned.org>
Date: Fri, Sep 29, 2023 at 1:09 PM
Subject: RE: Confusion
To: Tracy Williams <twilliams1@pps.net>, Sarah Fitch <sfitch@pps.net>
Cc: Unify Portland <pdxunited@gmail.com>

Tracy and Sarah,

Here is the ticket ID Number that Mr. Williams received when he sent in the test

Ticket ID # [redacted]

From: Tracy Williams <twilliams1@pps.net>
Sent: Tuesday, September 26, 2023 4:44 PM
To: Sarah Fitch <sfitch@pps.net>
Cc: Unify Portland <pdxunited@gmail.com>; Bao Nguyen <bao.nguyen@oregoned.org>
Subject: Re: Confusion

Hi Nathaniel,

Thank you for the clarification. Could you please forward me the ticket ID number that you would have received when you sent the email to the emro@abbott.com email address. An automatic ticket ID number response is sent to the sender to confirm confirmation.

Regards,

Tracy Williams
HR Associate II
Portland Public Schools
Employee and Labor Relations | Human Resources
Office: 503-916-5095 Cell: 971-425-5395

Current Remote Schedule: Monday/Wednesday/Friday

ELR Assignment Chart

Confidentiality notice: This email message may contain confidential information. If you have received the message by mistake, please notify us immediately by replying to this message or telephoning us, and do not review, disclose, copy or distribute it.

On Tue, Sep 26, 2023 at 4:17 PM Sarah Fitch <sfitch@pps.net> wrote:

> Thanks Nathaniel, I appreciate the clarification because I was genuinely confused by the last email. I've looped Tracy into my response so that she can connect with the testing facility.
>
> Regards,
>
> **Sarah Fitch**
> Sr. Partner - Employee & Labor Relations
> **Portland Public Schools**
> **Employee & Labor Relations | Human Resources**
> Cell: 503-568-2618
> ELR Sr. Partner Assignments
>
> On Tue, Sep 26, 2023 at 3:54 PM Unify Portland <pdxunited@gmail.com> wrote:
>
> > To be clear about my last email.
> >
> > 1. I was confirming that I sent my prescription information twice to the lab!
> >
> > 2. I clearly stated it was the results from an observed UA I took the week before sending you the results.
> >
> > I hope this helps,

Nathaniel Williams

From: Sarah Fitch
To: Nathaniel Williams
Cc: Bao Nguyen; Karmin Williams; John McGee; Tracy Williams
Subject: Re: FW: Prescription
Date: Thursday, September 21, 2023 9:45:31 PM

Hi Nathaniel,

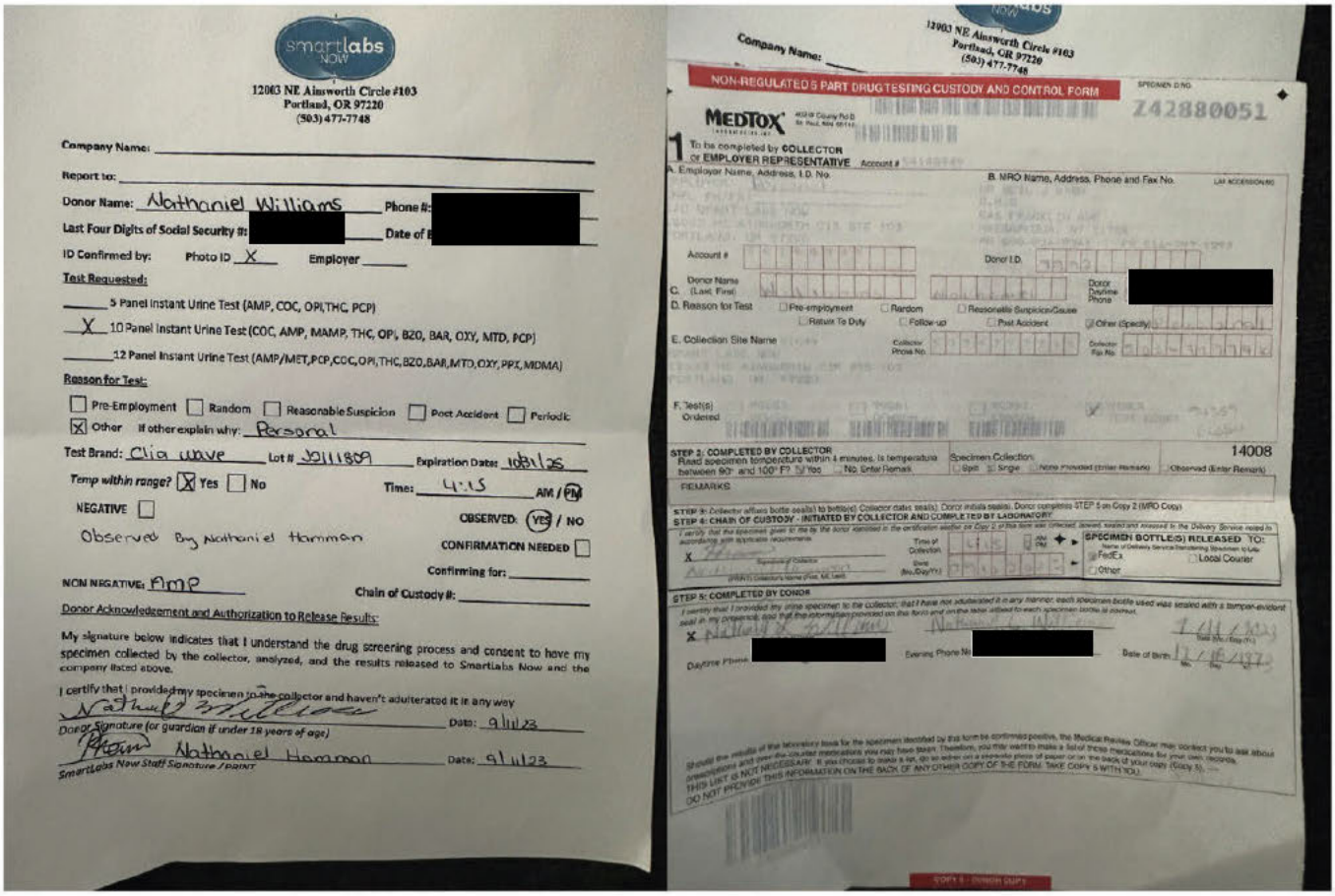
I'm confused by what this is. It appears that you have taken it upon yourself to get a new drug screening test but that is not responsive to the District's request and instructions and it doesn't change the situation that we're in. You need to comply with previous emails, provide your prescription and the details of the pharmacy that you used to fill it. We've very clearly communicated this a number of times. Can you please confirm that you understand what is being asked of you and please confirm whether or not you have complied. Thanks.

Regards,

Sarah Fitch
Sr. Partner - Employee & Labor Relations
Portland Public Schools
Employee & Labor Relations | Human Resources
Cell: 503-568-2618
ELR Sr. Partner Assignments

On Thu, Sep 21, 2023 at 9:09 PM Unify Portland <pdxunited@gmail.com> wrote:

> Nathaniel Williams
>
> On Tue, Sep 19, 2023 at 3:59 PM Unify Portland <pdxunited@gmail.com> wrote:
> > Did it earlier this morning and last week as well. Here are the results of my most recent test. It was observed. This is in good faith to show I've taken the initiative to show that I do not abuse drugs nor is there an addiction. I love my career. I'm sure there are other options besides taking away what I've worked so hard to accomplish.



smartlabs NOW

12003 NE Ainsworth Circle #103
Portland, OR 97220
(503) 477-7748

Company Name: _____

Report to: _____

Donor Name: Nathaniel Williams Phone #: [redacted]

Last Four Digits of Social Security #: [redacted] Date of [redacted]

ID Confirmed by: Photo ID X Employer _____

Test Requested:

_____ 5 Panel Instant Urine Test (AMP, COC, OPI,THC, PCP)

X 10 Panel Instant Urine Test (COC, AMP, MAMP, THC, OPI, BZO, BAR, OXY, MTD, PCP)

_____ 12 Panel Instant Urine Test (AMP/MET,PCP,COC,OPI,THC,BZO,BAR,MTD,OXY,PPX,MDMA)

Reason for Test:

☐ Pre-Employment ☐ Random ☐ Reasonable Suspicion ☐ Post Accident ☐ Periodic

☒ Other If other explain why: Personal

Test Brand: Clia wave Lot # 25111809 Expiration Date: 10/31/25

Temp within range? ☒ Yes ☐ No Time: 4:15 AM / PM

NEGATIVE ☐ OBSERVED: (YES) / NO

Observed By Nathaniel Hamman CONFIRMATION NEEDED ☐

Confirming for: _____

NON NEGATIVE: AMP Chain of Custody #: _____

Donor Acknowledgement and Authorization to Release Results:

My signature below indicates that I understand the drug screening process and consent to have my specimen collected by the collector, analyzed, and the results released to Smartlabs Now and the company listed above.

I certify that I provided my specimen to the collector and haven't adulterated it in any way

Nathaniel Williams Date: 9/11/23

Donor Signature (or guardian if under 18 years of age)

Nathaniel Hamman Date: 9/11/23

SmartLabs Now Staff Signature / Print

12003 NE Ainsworth Circle #103
Portland, OR 97220
(503) 477-7748

Company Name: _____

NON-REGULATED 5 PART DRUG TESTING CUSTODY AND CONTROL FORM

SPECIMEN I.D NO. Z42880051

MEDTOX

1 To be completed by COLLECTOR or EMPLOYER REPRESENTATIVE Account #

A. Employer Name, Address, I.D. No.

B. MRO Name, Address, Phone and Fax No.

Account #

Donor I.D.

C. Donor Name (Last, First)

Donor Daytime Phone [redacted]

D. Reason for Test ☐ Pre-employment ☐ Random ☐ Reasonable Suspicion/Cause ☐ Return To Duty ☐ Follow-up ☐ Post Accident ☐ Other (Specify)

E. Collection Site Name

Collector Phone No.

Collector Fax No.

F. Test(s) Ordered

STEP 2: COMPLETED BY COLLECTOR
Read specimen temperature within 4 minutes. Is temperature between 90° and 100° F? ☐ Yes ☐ No, Enter Remark

Specimen Collection: ☐ Split ☒ Single ☐ None Provided (Enter Remark)

14008

☐ Observed (Enter Remark)

REMARKS

STEP 3: Collector affixes bottle seal(s) to bottle(s). Collector dates seal(s). Donor initials seal(s). Donor completes STEP 5 on Copy 2 (MRO Copy).

STEP 4: CHAIN OF CUSTODY - INITIATED BY COLLECTOR AND COMPLETED BY LABORATORY

I certify that the specimen given to me by the donor identified in the certification section on Copy 2 of this form was collected, labeled, sealed and released to the Delivery Service noted in accordance with applicable requirements.

X _____ Time of Collection _____ AM PM Date (Mo./Day/Yr.) _____

Signature of Collector

(Print) Collector's Name (First, MI, Last)

SPECIMEN BOTTLE(S) RELEASED TO:
Name of Delivery Service Transferring Specimen to Lab
☐ FedEx ☐ Local Courier ☐ Other

STEP 5: COMPLETED BY DONOR

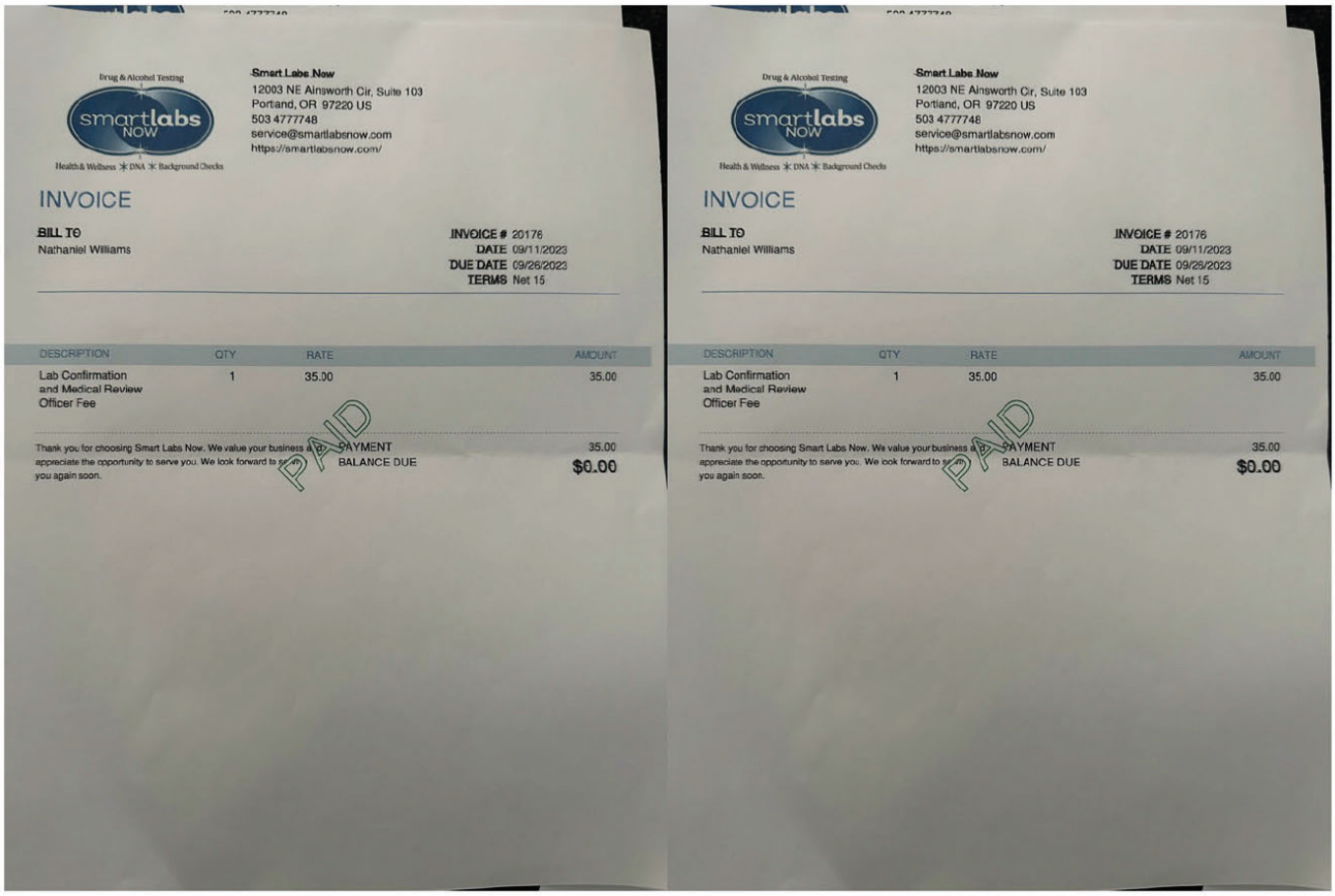
I certify that I provided my urine specimen to the collector; that I have not adulterated it in any manner; each specimen bottle used was sealed with a tamper-evident seal in my presence; and that the information provided on this form and on the label affixed to each specimen bottle is correct.

X [redacted] Date (Mo./Day/Yr.) 7/11/2023

Daytime Phone [redacted] Evening Phone No. [redacted] Date of Birth 12/15/1977

Should the results of the laboratory tests for the specimen identified by this form be confirmed positive, the Medical Review Officer may contact you to ask about prescriptions and over the counter medications you may have taken. Therefore, you may want to make a list of these medications for your own records. THIS LIST IS NOT NECESSARY. If you choose to make a list, do so either on a separate piece of paper or on the back of your copy (Copy 5). DO NOT PROVIDE THIS INFORMATION ON THE BACK OF ANY OTHER COPY OF THE FORM. TAKE COPY 5 WITH YOU.

COPY 5 - DONOR COPY



Drug & Alcohol Testing

smartlabs NOW

Health & Wellness ✳ DNA ✳ Background Checks

Smart Labs Now
12003 NE Ainsworth Cir, Suite 103
Portland, OR 97220 US
503 4777748
service@smartlabsnow.com
https://smartlabsnow.com/

INVOICE

BILL TO
Nathaniel Williams

INVOICE # 20176
DATE 09/11/2023
DUE DATE 09/26/2023
TERMS Net 15

DESCRIPTION	QTY	RATE	AMOUNT
Lab Confirmation and Medical Review Officer Fee	1	35.00	35.00

Thank you for choosing Smart Labs Now. We value your business and appreciate the opportunity to serve you. We look forward to serving you again soon.

PAYMENT 35.00
BALANCE DUE **$0.00**

PAID

Drug & Alcohol Testing

smartlabs NOW

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12003 NE Ainsworth Cir, Suite 103
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PAYMENT 35.00
BALANCE DUE $0.00

PAID

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503 4777748
service@smartlabsnow.com
https://smartlabsnow.com/

Drug & Alcohol Testing
Health & Wellness • DNA • Background Checks

INVOICE

BILL TO
Nathaniel Williams

INVOICE # 20175
DATE 09/11/2023
DUE DATE 09/11/2023
TERMS Due on receipt

DESCRIPTION	QTY	RATE	AMOUNT
Urine 10 Panel Instant	1	52.00	52.00
Direct Observation Charge	1	23.00	23.00
		PAYMENT	75.00
		BALANCE DUE	$0.00

PAID

Thank you for choosing Smart Labs Now. We value your business and appreciate the opportunity to serve you. We look forward to serving you again soon.

Nathaniel Williams

On Mon, Sep 18, 2023 at 9:07 AM Bao Nguyen <bao.nguyen@oregoned.org> wrote:

> FYI
>
> ---
>
> **From:** Tracy Williams <twilliams1@pps.net>
> **Sent:** Friday, September 15, 2023 11:36 AM
> **To:** Nathaniel Williams <nwilliams@pps.net>
> **Cc:** Sarah Fitch <sfitch@pps.net>; Bao Nguyen <bao.nguyen@oregoned.org>
> **Subject:** Re: Prescription
>
> Hello Nathaniel,
>
> Due to HIPPA regulations and because the specimen is yours, I was specifically told that you or your attorney will need to send the email to emro@abbott.com along with your prescription and pharmacy contact information. Please follow the instructions below.

*** For a more effective and faster result, EScreen advised that your attorney or you, to send a copy of your prescription along with the pharmacy contact information where the prescription was filled to emro@abbott.com . Include your name and EScreen ID numbe[redacted] in the email. Once they have your prescription information they can quickly determine a result.***

Regards,

Tracy Williams
HR Associate II
Portland Public Schools
Employee and Labor Relations | Human Resources
Office: 503-916-5095 Cell: 971-425-5395
Current Remote Schedule: Monday/Wednesday/Friday

ELR Assignment Chart

Confidentiality notice: This email message may contain confidential information. If you have received the message by mistake, please notify us immediately by replying to this message or telephoning us, and do not review, disclose, copy or distribute it.

On Fri, Sep 15, 2023 at 10:59 AM Nathaniel Williams <nwilliams@pps.net> wrote:

> Hi Sarah,
>
> The copies I provided was my prescription information and date filled.
>
> --
> Nathaniel Williams

From: Tracy Williams
To: Sarah Fitch
Subject: Re: Next steps regarding EScreen Results
Date: Wednesday, September 13, 2023 8:36:23 PM

It was added

On Wed, Sep 13, 2023 at 6:17 PM Sarah Fitch <sfitch@pps.net> wrote:

> Thanks If not, could you please.
>
> Regards
>
> Sarah Fitch
> Sr. Partner - Employee & Labor Relations
>
> cell: 503-568-2618
>
> On Wed, Sep 13, 2023 at 4:13 PM Tracy Williams <twilliams1@pps.net> wrote:
>
> > FYI
> >
> > ---------- Forwarded message ---------
> > From: **Tracy Williams** <twilliams1@pps.net>
> > Date: Wed, Sep 13, 2023 at 4:12 PM
> > Subject: Next steps regarding EScreen Results
> > To: Nathaniel Williams <nwilliams@pps.net>, <buddyluve7300@gmail.com>
> >
> > Hi Nathaniel,
> >
> > Nice to meet you today. I left you a voicemail earlier but wanted to email you with the information I received from the EScreen MR office today.
> >
> > The MRO had mentioned that you have requested a re-analysis of the original specimen but have not completed all the steps to do this. e.g. sending a cashier's check for $150.00, EScreen ID number and requesting a re-analysis. However, I was told that this would only result in the same outcome, so it wouldn't be beneficial to you.
> >
> > For a more effective and faster result, EScreen advised that your attorney or you, to send a copy of your prescription along with the pharmacy contact information where the prescription was filled to emro@abbott.com . Include your name and EScreen ID number [redacted] in the email. Once they have your prescription information they can quickly determine a result.
> >
> > Please let me know if you have any questions about the process.
> >
> > Regards,
> >
> > **Tracy Williams**
> > HR Associate II

Portland Public Schools

Employee and Labor Relations | Human Resources

Office: 503-916-5095 Cell: 971-425-5395

Current Remote Schedule:
Monday/Wednesday/Friday

ELR Assignment Chart

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From: Tracy Williams
To: Sarah Fitch
Subject: Fwd: Next steps regarding EScreen Results
Date: Wednesday, September 13, 2023 5:13:50 AM

FYI

---------- Forwarded message ---------
From: **Tracy Williams** <twilliams1@pps.net>
Date: Wed, Sep 13, 2023 at 4:12 PM
Subject: Next steps regarding EScreen Results
To: Nathaniel Williams <nwilliams@pps.net>, <buddyluve7300@gmail.com>

Hi Nathaniel,

Nice to meet you today. I left you a voicemail earlier but wanted to email you with the information I received from the EScreen MR office today.

The MRO had mentioned that you have requested a re-analysis of the original specimen but have not completed all the steps to do this. e.g. sending a cashier's check for $150.00, EScreen ID number and requesting a re-analysis. However, I was told that this would only result in the same outcome, so it wouldn't be beneficial to you.

For a more effective and faster result, EScreen advised that your attorney or you, to send a copy of your prescription along with the pharmacy contact information where the prescription was filled to emro@abbott.com . Include your name and EScreen ID number [redacted] in the email. Once they have your prescription information they can quickly determine a result.

Please let me know if you have any questions about the process.

Regards,

Tracy Williams
HR Associate II
Portland Public Schools
Employee and Labor Relations | Human Resources
Office: 503-916-5095 Cell: 971-425-5395
Current Remote Schedule:
Monday/Wednesday/Friday

ELR Assignment Chart

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From: Tracy Williams
To: Sarah Fitch
Subject: Fwd: Confusion
Date: Friday, September 29, 2023 3:43:56 AM

I called the MRO office to confirm the ticket ID# [redacted]. They received an email from NW on 9/26/23 with two photo attachments. This has been escalated to the MRO for further review.
Next step:
I will receive an amended report from the MRO with the positive results overturned (if they find that the prescription meds caused the initial positive drug screen result).

They advised me to call on Monday or Tuesday for an update if the results are still the same outcome.

Regards,

Tracy Williams
HR Associate II
Portland Public Schools
Employee and Labor Relations | Human Resources
Office: 503-916-5095 Cell: 971-425-5395
Current Remote Schedule:
Monday/Wednesday/Friday

ELR Assignment Chart

Confidentiality notice: This email message may contain confidential information. If you have received the message by mistake, please notify us immediately by replying to this message or telephoning us, and do not review, disclose, copy or distribute it.

---------- Forwarded message ---------
From: **Bao Nguyen** <bao.nguyen@oregoned.org>
Date: Fri, Sep 29, 2023 at 1:09 PM
Subject: RE: Confusion
To: Tracy Williams <twilliams1@pps.net>, Sarah Fitch <sfitch@pps.net>
Cc: Unify Portland <pdxunited@gmail.com>

Tracy and Sarah,

Here is the ticket ID Number that Mr. Williams received when he sent in the test

Ticket ID # [redacted]

From: Tracy Williams <twilliams1@pps.net>
Sent: Tuesday, September 26, 2023 4:44 PM
To: Sarah Fitch <sfitch@pps.net>
Cc: Unify Portland <pdxunited@gmail.com>; Bao Nguyen <bao.nguyen@oregoned.org>
Subject: Re: Confusion

Hi Nathaniel,

Thank you for the clarification. Could you please forward me the ticket ID number that you would have received when you sent the email to the emro@abbott.com email address. An automatic ticket ID number response is sent to the sender to confirm confirmation.

Regards,

Tracy Williams
HR Associate II
Portland Public Schools
Employee and Labor Relations | Human Resources
Office: 503-916-5095 Cell: 971-425-5395
Current Remote Schedule: Monday/Wednesday/Friday

ELR Assignment Chart

Confidentiality notice: This email message may contain confidential information. If you have received the message by mistake, please notify us immediately by replying to this message or telephoning us, and do not review, disclose, copy or distribute it.

On Tue, Sep 26, 2023 at 4:17 PM Sarah Fitch <sfitch@pps.net> wrote:

> Thanks Nathaniel, I appreciate the clarification because I was genuinely confused by the last email. I've looped Tracy into my response so that she can connect with the testing facility.

Regards,

Sarah Fitch
Sr. Partner - Employee & Labor Relations
Portland Public Schools
Employee & Labor Relations | Human Resources
Cell: 503-568-2618
ELR Sr. Partner Assignments

On Tue, Sep 26, 2023 at 3:54 PM Unify Portland <pdxunited@gmail.com> wrote:

> To be clear about my last email.
>
> 1. I was confirming that I sent my prescription information twice to the lab!
>
> 2. I clearly stated it was the results from an observed UA I took the week before sending you the results.
>
> I hope this helps,
>
> Nathaniel Williams

From: Sarah Fitch
To: Nathaniel Williams
Cc: Bao Nguyen; Tracy Williams; Karmin Williams; John McGee
Subject: Failure to supply prescription information
Date: Monday, October 2, 2023 11:46:34 PM

Nathaniel,

Tracy has followed up with the Medical Review Office Coordinator and was told that the results remain the same (positive for methamphetamine and amphetamine) because you have still not sent your prescription details. The documents you sent are outside of the scope of the regular process and inadmissible for review.

To simplify their request, they are willing to accept a photo of your medication container, showing the prescription name details on the container. Please email it to emro@abbott.com and please include your name and EScreen ID number [redacted] in the email. It needs to show the pharmacy where it was filled.

The District has consistently requested this information since our first meeting on August 25, 2023, and you have yet to comply. Continued failure to comply with this request may be viewed as insubordination which is subject to disciplinary action.

Please supply this information no later than 5:00.pm tomorrow, Wednesday, October 4, 2023.

Regards,

Sarah Fitch
Sr. Partner - Employee & Labor Relations
Portland Public Schools
Employee & Labor Relations | Human Resources
Cell: 503-568-2618
ELR Sr. Partner Assignments

Subject: **Fwd: Failure to supply prescription information**
From: "Tracy Williams" <twilliams1@pps.net>
To:
Entry Date: 10/03/2023 11:16 AM

-------- Forwarded message --------
From: **Sarah Fitch** <sfitch@pps.net>
Date: Tue, Oct 3, 2023 at 10:46 AM
Subject: Failure to supply prescription information
To: Nathaniel Williams <nwilliams@pps.net>
Cc: Bao Nguyen <bao.nguyen@oregoned.org>, Tracy Williams <twilliams1@pps.net>, Karmin Williams <kwilliams6@pps.net>, John McGee <jmcgee4@pps.net>

Nathaniel,

Tracy has followed up with the Medical Review Office Coordinator and was told that the results remain the same (positive for methamphetamine and amphetamine) because you have still not sent your prescription details. The documents you sent are outside of the scope of the regular process and inadmissible for review.

To simplify their request, they are willing to accept a photo of your medication container, showing the prescription name details on the container. Please email it to emro@abbott.com and please include your name and EScreen ID number [redacted] in the email. It needs to show the pharmacy where it was filled.

The District has consistently requested this information since our first meeting on August 25, 2023, and you have yet to comply. Continued failure to comply with this request may be viewed as insubordination which is subject to disciplinary action.

Please supply this information no later than 5:00.pm tomorrow, Wednesday, October 4, 2023.

Regards,

Sarah Fitch
Sr. Partner - Employee & Labor Relations
Portland Public Schools
Employee & Labor Relations | Human Resources
Cell: 503-568-2618
ELR Sr. Partner Assignments

Subject: **Fwd: Nathaniel Williams update 10/11/2023**
From: "Tracy Williams" <twilliams1@pps.net>
To:
Entry Date: 10/11/2023 12:31 PM

-------- Forwarded message --------
From: **Tracy Williams** <twilliams1@pps.net>
Date: Wed, Oct 11, 2023 at 12:29 PM
Subject: Nathaniel Williams update 10/11/2023
To: Sarah Fitch <sfitch@pps.net>

Hi Sarah,

I spoke to Abigail, Assistant at the MRO office and she confirmed that there is no change in the initial result on 9/1/2023. If there was any change, we would receive an amended result. She wasn't willing to go into detail because of HIPPA, but did confirm they received NW's email with attachments on 10/4/2023. Nathaniel also forwarded me the confirmation email for this submission on 10/5/2023.

Regards,

Tracy Williams
HR Associate II
Portland Public Schools
Employee and Labor Relations | Human Resources
Office: 503-916-5095 Cell: 971-425-5395
Current Remote Schedule: Monday/Wednesday/Friday
ELR Assignment Chart

Confidentiality notice: This email message may contain confidential information. If you have received the message by mistake, please notify us immediately by replying to this message or telephoning us, and do not review, disclose, copy or distribute it.

PORTLAND PUBLIC SCHOOLS
Human Resources
501 N Dixon Street • Portland, OR 97227
503-916-3544 • Fax: 503-916-3107
Portland Public Schools is an equal opportunity and affirmative action employer.

Via Email

October 17, 2023

Nathaniel Williams
2002 NE Wasco St
Portland, OR 97232

Dear Mr. Williams,

Re: Loudermill Notice - Proposed Dismissal from Employment

Following the conclusion of the District's recent investigation into your misconduct, I am notifying you of the District's proposal to dismiss you from employment. You were placed on Paid Administrative Leave on August 29, 2023, after you tested positive for methamphetamine and amphetamine. During a meeting, held August 25, you stated that you were on prescription medications that caused the positive test results and the District has notified you on numerous occasions since that meeting of the required process for providing prescription medication information to the testing company. You have failed to comply with the District's many requests. Additionally, Sarah Fitch, Sr. Partner - Employee & Labor Relations, met with you at the District Office on September 13, 2023, and reiterated that you needed to submit prescription documentation to the testing facility and she has repeatedly urged you to follow the process.

Background

You have been employed as a contracted professional educator at Faubion since August 16, 2018.

On August 17, 2023, a parent notified me that you had failed a court ordered drug test. The parent provided a copy of a July 28, 2023, Findings of Fact & Conclusions of Law signed by Multnomah County Circuit Judge Xiomara Torres. In those Findings, the court determined that your July 5, 2023, urinalysis had tested positive for amphetamines & methamphetamines. The court concluded that you are not able to have unsupervised contact with your child and restricted your supervised visitation with that child to two hours a week. You did not challenge or appeal that court decision.

On August 25, 2023, you and I met to discuss your failed drug test and District concerns that you may be using recreational drugs, impacting your fitness for duty. Ms. Fitch was present at the meeting and you were represented by John McGee, PAT. During that meeting, you stated that you had been taking prescription medication and you indicated that you were willing to share prescription medication details with the District, that would mitigate the results of the failed July drug test. During the meeting, you

showed Ms. Fitch a medication container but the label was partially missing and the date of issue could not be ascertained. You refused to allow Ms. Fitch to photograph the medication container. Despite initially agreeing to share prescription information that you claimed would exonerate you, you have since refused and the PAT's position has been that the failed drug test in July is not the District's concern because you were not working at the time. The District disagrees with that position and maintains that a failed drug test and a court ruling that you are not suitable to have unsupervised visits with your own child has a nexus to your job performance as a teacher / supervisor of children.

At the close of the meeting, Ms. Fitch asked if you would voluntarily submit to a drug test and you agreed to do so.

The District contracts with an outside testing facility for its drug screens and despite the facility allowing test subjects to provide any prescription drug information that may influence the outcome of a drug test, you did not share prescription information with them at the time of your test. Your August 25, 2023, drug screen was positive for amphetamines and methamphetamine.

In an August 28 email, Ms. Fitch reiterated the District's request that you share prescription medication information. You responded and asked the District to "send a FMLA request to me for my medical provider asking for prescription information". Ms. Fitch duly emailed a medical records release form to you, that you failed to complete and return.

On September 8, Ms. Fitch again emailed you regarding your failure to provide prescription medication information to the testing facility. You did not respond to her email.

On September 15, Ms. Fitch again emailed you "You and I share the same goal of returning you to the classroom but that can't happen until you work through the process. Please accept Tracy's[1] help to navigate the system and please provide your prescription information and any other supporting information that the Medical Review Officer has requested."

Rather than comply with the District's repeated requests to provide prescription medication information, you took a privately scheduled drug screening test and in a September 19 email, you sent photographs of the paperwork that you received from the testing facility. Ms. Fitch responded, stating "I'm confused by what this is. It appears that you have taken it upon yourself to get a new drug screening test but that is not responsive to the District's request and instructions and it doesn't change the situation that we're in. You need to comply with previous emails, provide your prescription and the details of the pharmacy that you used to fill it. We've very clearly communicated this a number of times. Can you please confirm that you understand what is being asked of you and please confirm whether or not you have complied. Thanks." You responded that you had sent your prescription information to the lab, though Ms. Fitch later learned that the information that you submitted was not what was being requested.

Ms. Fitch emailed again, September 27, in another attempt to help you to navigate the process. On October 3, Ms. Fitch notified you that the documents that you provided to the testing facility were insufficient and again asked you to comply with the testing facility's requirements. You were given a deadline of October 4, 2023, to comply. To date, you have still not provided the prescription medication information that has been repeatedly requested since August 25, 2023, and the Medical Review Officer has determined that there is

[1] Tracy Williams, HR Associate - ELR

no change to the initial failed drug test result that was issued as a result of your August 28, 2023, drug and alcohol test.

Findings

Since August 25, 2023, the District has repeatedly requested prescription medication verification and you have repeatedly failed to comply with the District's requests, which is insubordination. The District also finds that your misconduct violates the following:

Board Policy 4.30.023-P Healthy, Substance Free Learning Environments, which states "To ensure student wellbeing and optimal use of educational resources, the Portland Public Schools Board of Education and the staff of the district support healthy, substance-free learning environments for students and school staff."

Administrative Directive 4.30.022-AD Healthy, Substance Free Learning Environment which states, "The Portland Public Schools Board of Education and the staff of the district support safe, healthy, and substance-free learning environments for students which are free of the detrimental effects of substances (drugs, alcohol, tobacco, and other substances)."

Employee Handbook, which states "Drug Free Workplace Act. The Portland Public School District is subject to the requirements of the federal Drug Free Workplace Act of 1988. This Notice to Employees of Portland Public Schools is given to comply with that federal law. This notice is part of the District's Drug Free Awareness Program. It is our policy that the workplace is to be free of illegal drugs and the effects of these drugs.

Employees affected by illegal drugs and certainly the use of drugs in the workplace are both very serious problems that affect safety, productivity, and our responsibility as role models to encourage our students to reject drug use and view it as unacceptable. Drug use in the workplace can create a safety hazard to other persons and has proven to reduce productivity, to increase the rate of job errors, and to increase the incidence of on-the-job injuries.

The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace. Employees who violate that rule or are affected by illegal drugs at work are subject to discipline, which can include dismissal."

OAR 584-020-0010(5) The Competent Educator; The educator demonstrates a commitment to: Use professional judgment.

OAR 584-020-0035(2)(a) The Ethical Educator; the ethical educator, in fulfilling obligations to the district, will: 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;

OAR 584-020-0035(3)(a) The Ethical Educator; in fulfilling obligations to the profession, will: Maintain the dignity of the profession by respecting and obeying the law, exemplifying personal integrity and honesty.

OAR 584-020-0025(2)(e) Management Skills; Using district lawful and reasonable rules and regulations.

Your conduct also constitutes gross unfitness, per ORS 342.175.

Conclusion

In conclusion, due to the nature and seriousness of the conduct described in this letter, the District is considering your DISMISSAL FROM EMPLOYMENT. You are entitled to attend a pre-dismissal/Loudermill Hearing at which you will be given the opportunity to respond to the District's proposal. I have scheduled a pre-dismissal / Loudermill hearing for Tuesday, October 24, 2023, at 11:00.am and you are entitled to union representation.

Should you need to reschedule the hearing, please email Sarah Fitch, Sr. Partner - Employee & Labor Relations. If you decline the hearing, the District will make a decision based upon the findings of the investigation.

Sincerely,

K. Williams

Karmin Williams
Principal - Faubion

cc: Sarah Fitch, Sr. Partner - Employee & Labor Relations
Bao Nguyen, Uniserve Consultant

Oct 24, 2023 | Loudermill Hearing

Attendees: Nathaniel Williams Bao Nguyen Sarah Fitch Karmin Williams

Notes

-

Action items

- [ ]

SF explained purpose of meeting, handed over to Bao and Nathaniel.

BN - District didn't have a reason or rationale to erroneously test Mr. Williams. Will contest findings in regard to process and take it through process as needed.

Will be submitting an RFI.

Disagree with District's testing of Mr. Williams.

SF to NW - anything to add?

NW - shook head no.

Why not supplied prescription information?
Did, you've seen it. Came into your office and showed it to you.
That's what Dr gave me, went to pharmacy and asked them to print it out. That's what they gave me. Don't know why you guys keep saying that.
Sent you pictures with bottle on it.

SF - as explained that day, not an expert.

BN - telling NW not to show anything. Will deal with it and work with it as get to hearing.
Responded to Loudermill process as outlined by you.

NW - can ask question? SF - yes
NW - nevermind.

SF - anything more to add before we close?
BN - no, we're good.

BN - process?
SF explained.

BN essentially said would make arguments to the Board.

PORTLAND PUBLIC SCHOOLS
OFFICE OF THE SUPERINTENDENT
501 North Dixon Street / Portland, OR 97227
Telephone: (503) 916-3200
Mailing Address: P. O. Box 3107 / 97208-3107

*****Sent via electronic mail, and regular and Certified US Postal Service mail*****

December 19, 2023

Mr. Nathaniel Williams
2002 NE Wasco St
Portland, OR 97232

Re: 20-day Notice of Intention to Dismiss from Employment

Dear Mr. Williams,

This letter is your 20-day notice of my intent to recommend that the Board of Education terminate your employment with the District. I intend to make this recommendation to the Board on January 23, 2024. The statutory basis for this recommendation is:

Insubordination, Neglect of Duty, Immorality, Physical/Mental Incapacity and Inadequate Performance. ORS 342.865 (1) (c), (d) and (g).

Background
You have been employed as a contracted professional educator at Faubion PreK-8 School since August 16, 2018.

On October 17, 2023, the District provided you with written notice of its proposal to dismiss you from employment. On October 24, 2023, you attended a pre-dismissal Loudermill meeting with your union representative, Bao Nguyen. Faubion principal Dr. Karmin Willams also attended, along with Sarah Fitch, Sr. Partner - Employee & Labor Relations. During that meeting, you and your union representative were given the opportunity to present evidence and testimony regarding the issues raised in the October 17 Loudermill Notice. You declined to make a statement or offer any additional testimony and after reviewing all of the facts and evidence, I am recommending your dismissal from employment.

The reasons for your dismissal are documented and detailed in the October 17, 2023, written proposal and incorporated here.

On August 17, 2023, a parent notified Principal Williams that you had failed a court ordered drug test. The parent provided a copy of a July 28, 2023, Findings of Fact & Conclusions of Law signed by Multnomah County Circuit Judge Xiomara Torres. In those Findings, the court determined that your July 5, 2023, urinalysis had tested positive for amphetamines & methamphetamines. The court con-

cluded that you are not able to have unsupervised contact with your child and restricted your supervised visitation with that child to two hours a week. You did not challenge or appeal that court decision.

On August 25, 2023, you met with Principal Williams and ELR Sr. Partner, Sarah Fitch, to discuss your failed drug test and District concerns that you may be using illegal drugs that impact your fitness for duty. You were represented by John McGee, PAT. During that meeting, you stated that you had been taking prescription medication and you indicated that you were willing to share prescription medication details with the District, and that would mitigate the results of the failed July drug test. During the meeting, you showed Ms. Fitch a medication container but the label was partially missing and the date of issue could not be ascertained. You refused to allow Ms. Fitch to photograph the medication container. Despite initially agreeing to share prescription information that you claimed would exonerate you, you have since refused and the PAT's position has been that the failed drug test in July is not the District's concern because you were not working at the time. The District disagrees with that position, and maintains that a failed drug test and a court ruling that you are not suitable to have unsupervised visits with your own child has a nexus to your job performance as a teacher / supervisor of children. We also note that this issue was brought to our attention by a parent – it was not something that the District proactively sought to find.

At the close of the meeting, Ms. Fitch asked if you would voluntarily submit to a drug test and you agreed to do so. Your union representative did not object to the test and accompanied you to the testing center.

The District contracts with an outside testing facility for its drug screens and despite the facility allowing test subjects to provide any prescription drug information that may influence the outcome of a drug test, you did not share prescription information with them at the time of your test. Your August 25, 2023, drug screen was positive for amphetamines and methamphetamine.

In an August 28 email, Ms. Fitch reiterated the District's request that you share prescription medication information. You responded and asked the District to "send a FMLA request to me for my medical provider asking for prescription information". Ms. Fitch duly emailed a medical records release form to you, that you failed to complete and return.

On September 8, Ms. Fitch again emailed you regarding your failure to provide prescription medication information to the testing facility. You did not respond to her email.

On September 15, Ms. Fitch again emailed you "You and I share the same goal of returning you to the classroom but that can't happen until you work through the process. Please accept Tracy's[1] help to navigate the system and please provide your prescription information and any other supporting information that the Medical Review Officer has requested."

Rather than comply with the District's repeated requests to provide prescription medication information, you took a privately scheduled drug screening test and in a September 19 email, you sent photographs of the paperwork that you received from the testing facility. Ms. Fitch responded, stating "I'm confused by what this is. It appears that you have taken it upon yourself to get a new drug screening test but that

[1] Tracy Williams, HR Associate - ELR

is not responsive to the District's request and instructions and it doesn't change the situation that we're in. You need to comply with previous emails, provide your prescription and the details of the pharmacy that you used to fill it. We've very clearly communicated this a number of times. Can you please confirm that you understand what is being asked of you and please confirm whether or not you have complied. Thanks." You responded that you had sent your prescription information to the lab, though Ms. Fitch later learned that the information that you submitted was not what was being requested.

Ms. Fitch emailed again, September 27, in another attempt to help you to navigate the process. On October 3, Ms. Fitch notified you that the documents that you provided to the testing facility were insufficient and again asked you to comply with the testing facility's requirements. You were given a deadline of October 4, 2023, to comply. To date, it is unclear to the District what information you have provided to the District's outside testing facility and the testing facility's Medical Review Officer has determined that there is no change to the initial failed drug test result that was issued as a result of your August 25, 2023, drug and alcohol test. Your contracted 2023/24 school year began on August 23, 2023, two days prior to you testing positive for methamphetamine and amphetamine.

Loudermill Hearing

At the Loudermill Hearing, you declined to make a statement and Bao Nguyen, Uniserv Consultant - PAT, spoke on your behalf. Mr. Nguyen did not offer any additional information or evidence and stated only that PAT's position was that the District "didn't have a reason or rationale to erroneously test Mr. Williams." The District disagrees with the PAT's position, as outlined above.

Findings

It is the District's conclusion that you have violated the following District policy, protocols, Oregon Administrative Rules and the Employee Handbook:

> Board Policy 4.30.023-P Healthy, Substance Free Learning Environments, which states "To ensure student wellbeing and optimal use of educational resources, the Portland Public Schools Board of Education and the staff of the district support healthy, substance-free learning environments for students and school staff."
>
> Administrative Directive 4.30.022-AD Healthy, Substance Free Learning Environment which states, "The Portland Public Schools Board of Education and the staff of the district support safe, healthy, and substance-free learning environments for students which are free of the detrimental effects of substances (drugs, alcohol, tobacco, and other substances)."
>
> Employee Handbook, which states "Drug Free Workplace Act. The Portland Public School District is subject to the requirements of the federal Drug Free Workplace Act of 1988. This Notice to Employees of Portland Public Schools is given to comply with that federal law. This notice is part of the District's Drug Free Awareness Program. It is our policy that the workplace is to be free of illegal drugs and the effects of these drugs.
>
> Employees affected by illegal drugs and certainly the use of drugs in the workplace are both very serious problems that affect safety, productivity, and our responsibility as role models to encourage our students to reject drug use and view it as unacceptable. Drug use in the

workplace can create a safety hazard to other persons and has proven to reduce productivity, to increase the rate of job errors, and to increase the incidence of on-the-job injuries.

The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace. Employees who violate that rule or are affected by illegal drugs at work are subject to discipline, which can include dismissal."

OAR 584-020-0010(5) The Competent Educator; The educator demonstrates a commitment to: Use professional judgment.

OAR 584-020-0035(2)(a) The Ethical Educator; the ethical educator, in fulfilling obligations to the district, will: 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;

OAR 584-020-0035(3)(a) The Ethical Educator; in fulfilling obligations to the profession, will: Maintain the dignity of the profession by respecting and obeying the law, exemplifying personal integrity and honesty.
OAR 584-020-0025(2)(e) Management Skills; Using district lawful and reasonable rules and regulations.

Accordingly, the District has concluded that your conduct constitutes grounds for dismissal pursuant to ORS 342.865, specifically:

(1)(b) **Immorality**; the District finds that being under the influence of methamphetamine and amphetamine while at work is immoral. A key component of an educator's responsibility and duty is to model appropriate behavior for students and using controlled substances contradicts that duty.

(1)(c) **Insubordination**; the District finds that the intentional violation of District policy is an act of insubordination. In addition, you were asked repeatedly to supply prescription information that you said would mitigate the positive result of your drug screen, and have failed to provide this information.

(1)(d) Neglect of Duty (1)(d); the District finds that your drug use constitutes neglect of duty and constitutes failure to follow the Drug Free Workplace directive.
(1)(e) **Physical or mental incapacity**; the District finds that being under the influence of methamphetamine and amphetamine renders you incapable of adequately performing all duties of a professional educator and is a safety risk for students assigned to your care. It is also a liability risk for the District.

(1)(g) Inadequate Performance; the District finds that evidence of your drug use constitutes inadequate performance.

Prior Discipline

A December 18, 2023, Written Reprimand was issued as a result of your misconduct. A District investigation found that you violated the following:

- 8.60.044-AD Social Media Use and Expectations for Staff
- The Family Education Rights and Privacy Act
- Professional Conduct Between Adults and Students Policy
- OAR 584-020-0010(1)(2)(3)(4)(5)(6) The Competent Educator
- OAR 584-020-0030(2)(b) Human Relations and Communications
- 6.50.011-AD Field Trips

Conclusion

Based on the evidence detailed in this letter, I am recommending your dismissal from employment.

As indicated, I will be recommending to the District Board of Education at the January 23, 2024, meeting that you be dismissed from employment. Enclosed for your reference is a copy of ORS 342.805 to 342.937. If you would like to request a pre-termination hearing under PPS Policy 5.20.132-P, please notify me no later than January 16, 2024, and we will schedule that hearing. If the school board votes to terminate your contract, your employment with the District will end immediately upon the vote of the board.

If you have any questions about this process, please do not hesitate to contact Sarah Fitch, Sr. Partner - Employee and Labor Relations.

Sincerely,

Guadalupe Guerrero
Superintendent

Enclosures: ORS 342.805 to 342.937

cc: District School Board
Fair Dismissal Appeals Board
Sharon Reese, Chief Human Resources Officer
Karmin Williams, Principal - Faubion
Bao Nguyen, UniServ Consultant, Portland Association of Teachers

ORS 342.805
Short title

ORS 342.805 (Short title) to 342.937 (Reimbursement for teacher dismissal costs) shall be known as the Accountability for Schools for the 21st Century Law. [1965 c.608 §1; 1971 c.570 §2; 1977 c.881 §1; 1997 c.864 §26]

Location: https://oregon.public.law/statutes/ors_342.805

Original Source: Section 342.805 — Short title, https://www.oregonlegislature.gov/bills_laws/ors/ors342.html (last accessed Jun. 16, 2023).

ORS 342.815
Definitions for ORS 342.805 to 342.937

As used in ORS 342.805 (Short title) to 342.937 (Reimbursement for teacher dismissal costs) unless the context requires otherwise:

(1) Notwithstanding ORS 342.120 (Definitions for chapter), "administrator" includes any teacher the majority of whose employed time is devoted to service as a supervisor, principal, vice principal or director of a department or the equivalent in a fair dismissal district but shall not include the superintendent, deputy superintendent or assistant superintendent of any such district or any substitute or temporary teacher employed by such a district.

(2) "Board" means the board of directors of a fair dismissal school district.

(3) "Contract teacher" means any teacher who has been regularly employed by a school district for a probationary period of three successive school years, and who has been retained for the next succeeding school year. The district school board may enter into agreements that provide for a shorter probationary period of not less than one year for teachers who have satisfied the three-year probationary period in another Oregon school district.

(4) "District superintendent" means the superintendent of schools of a fair dismissal district or, in the absence of the superintendent, the person designated to fulfill the superintendent's functions.

(5) "Fair dismissal district" means any common or union high school district or education service district.

(6) "Probationary teacher" means any teacher employed by a fair dismissal district who is not a contract teacher.

(7) "Program of assistance for improvement" means a written plan for a contract teacher that with reasonable specificity:

(a) Helps teachers adapt and improve to meet changing demands of the Oregon Educational Act for the 21st Century in ORS chapter 329 if applicable.

(b) Identifies specific deficiencies in the contract teacher's conduct or performance.

(c) Sets forth corrective steps the contract teacher may pursue to overcome or correct the deficiencies.

(d) Establishes the assessment techniques by which the district will measure and determine whether the teacher has sufficiently corrected the deficiencies to meet district standards.

(8) “Substitute teacher” means any teacher who is employed to take the place of a probationary or contract teacher who is temporarily absent.

(9) Notwithstanding ORS 342.120 (Definitions for chapter), “teacher” means any person who holds a teaching license or registration as provided in ORS 342.125 (Types of licenses) or 342.144 (American Indian languages teaching license) or who is otherwise authorized to teach in the public schools of this state and who is employed half-time or more as an instructor or administrator.

(10) “Temporary teacher” means a teacher employed to fill a position designated as temporary or experimental or to fill a vacancy which occurs after the opening of school because of unanticipated enrollment or because of the death, disability, retirement, resignation, contract nonextension or dismissal of a contract or probationary teacher. [1965 c.608 §2; 1971 c.570 §12; 1977 c.880 §1; 1977 c.881 §2; 1979 c.668 §1; 1981 c.299 §1; 1993 c.45 §194; 1997 c.864 §4; 1999 c.199 §11; 2001 c.653 §5]

Location: `https://oregon.public.law/statutes/ors_342.815`

Original Source: Section 342.815 — Definitions for ORS 342.805 to 342.937, `https://www.oregonlegislature.gov/bills_laws/ors/ors342.html` (last accessed Jun. 16, 2023).

ORS 342.835
Probationary teacher

(1) The district board of any fair dismissal district may discharge or remove any probationary teacher in the employ of the district at any time during a probationary period for any cause considered in good faith sufficient by the board. The probationary teacher shall be given a written copy of the reasons for the dismissal, and upon request shall be provided a hearing thereon by the board, at which time the probationary teacher shall have the opportunity to be heard either in person or by a representative of the teacher's choice.

(2) For any cause it may deem in good faith sufficient, the district board may refuse to renew the contract of any probationary teacher. However, the teacher shall be entitled to notice of the intended action by March 15, and upon request shall be provided a hearing before the district board. Upon request of the probationary teacher the board shall provide the probationary teacher a written copy of the reasons for the nonrenewal, which shall provide the basis for the hearing.

(3) If an appeal is taken from any hearing, the appeal shall be to the circuit court for the county in which the headquarters of the school district is located and shall be limited to the following:

(a) The procedures at the hearing;

(b) Whether the written copy of reasons for dismissal required by this section was supplied; **and**

(c) In the case of nonrenewal, whether notice of nonrenewal was timely given. [1965 c.608 §4; 1971 c.570 §4; 1975 c.727 §1; 1979 c.714 §2; 1981 c.323 §1; 2007 c.251 §1]

Location: `https://oregon.public.law/statutes/ors_342.835`

Original Source: Section 342.835 — Probationary teacher, `https://www.oregonlegislature.gov/bills_laws/ors/ors342.html` (last accessed Jun. 16, 2023).

ORS 342.840
Determination of length of service for probationary teacher

For purposes of determining length of service for a probationary teacher, a teacher employed for 135 consecutive days in any school year shall receive credit for a full year of employment. At least 30 consecutive days of employment in the same district in a successive year shall be sufficient to keep the service intact, and the teacher shall not lose credit for previous probationary years served. [1981 c.299 §3]

Note: 342.840 (Determination of length of service for probationary teacher) was enacted into law by the Legislative Assembly and was added to 342.805 (Short title) to 342.937 (Reimbursement for teacher dismissal costs) but was not added to or made a part of any smaller series therein. See Preface to Oregon Revised Statutes for further explanation.

Location: https://oregon.public.law/statutes/ors_342.840

Original Source: Section 342.840 — Determination of length of service for probationary teacher, https://www.oregonlegislature.gov/bills_laws/ors/ors342.html (last accessed Jun. 16, 2023).

ORS 342.845
Contract teacher

- part-time contract teacher
- effect of program transfer
- administrator contracts

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(1) A contract teacher shall not be subjected to the requirement of annual appointment nor shall the teacher be dismissed or employed on a part-time basis without the consent of the teacher except as provided in ORS 342.805 (Short title) to 342.937 (Reimbursement for teacher dismissal costs).

(2) Notwithstanding subsection (1) of this section, a part-time contract teacher attains contract status at not less than half-time but less than full-time and may be assigned within those limits by the school district. The assignment of a contract part-time teacher is not subject to the procedures specified in ORS 342.805 (Short title) to 342.930 (Fair Dismissal Appeals Board). A contract part-time teacher who accepts a full-time assignment shall be considered a contract teacher for purposes of the assignment.

(3) No teacher shall be deprived of employment status solely because the duties of employment have been assumed or acquired by another school district or education service district in a state reorganization of a regional special education program. Where such reorganization occurs, a teacher shall be transferred to the employment of the school district or education service district which assumed or acquired program responsibilities. The teacher shall be allowed to transfer accrued sick leave and experience status to the new district. However, the district to which the programs are transferred is obligated to hire displaced employees only to the extent that such would complement a cost effective staffing plan in the reorganized program.

(4) Intentionally left blank —Ed.

(a) As used in this subsection:

(A) “Juvenile detention education program” means the Juvenile Detention Education Program, as defined in ORS 326.695 (Definitions for ORS 326.700 and 326.712).

(B) “School district” means a school district as defined in ORS 332.002 (Definitions for chapter), an education service district, a state-operated school or any legally constituted combination of such entities.

(b) No teacher shall be deprived of employment status solely because the duties of employment have been assumed or acquired by another school district or education service district pursuant to a transfer of juvenile detention education program responsibilities to another school district or education service district. Where such reorganization occurs, a teacher shall be transferred to the employment of the school district or education service district that assumed or acquired program responsibilities. The teacher shall be allowed to transfer accrued sick leave, seniority and status as a contract teacher. However, the district to which the program is transferred is obligated to hire displaced teachers only to the extent that such would complement a cost-effective staffing plan in the reorganized program.

(5) Intentionally left blank —Ed.

(a) An administrator shall serve a probationary period that does not exceed three years, unless the administrator and the school district mutually agree to a shorter time period. Following a probationary period, an administrator shall be employed by a school district pursuant to a three-year employment contract. An administrator may be dismissed or have a reduction in pay during the term of a contract for any reason set forth for dismissal of a teacher in ORS 342.865 (Grounds for dismissal or contract nonextension of contract teacher), or pursuant to ORS 342.934 (Procedure for reduction of teacher staff due to funding or administrative decision) (6). If an administrator is dismissed or has a reduction in pay during the term of the contract, the administrator may appeal to the Fair Dismissal Appeals Board in the same manner as provided for the appeal of a dismissal or a nonextension of a contract teacher. An administrator may not appeal the nonextension of a contract to the Fair Dismissal Appeals Board.

(b) The administrator may be assigned and reassigned at will during the term of the contract.

(c) The district school board may elect not to extend the administrator's contract for any cause the school board in good faith considers sufficient. Prior to March 15 of the second year of the administrator's contract, the school board shall take one of the following actions:

(A) Issue a new three-year contract effective July 1 following the March 15 of the second year of the administrator's contract;

(B) Provide, in writing, notice that the contract will not be renewed or extended; **or**

(C) Extend the existing contract for a period of not more than one year.

(6) If an administrator receives notice of contract nonextension prior to the expiration of the administrator's contract, the administrator shall have the right to fill any vacant teaching position in the district for which the

contract administrator is licensed and competent as defined in ORS 342.934 (Procedure for reduction of teacher staff due to funding or administrative decision), provided the administrator has three years' teaching experience in Oregon that has been successful, in the judgment of the district superintendent. [1965 c.608 §§5,6; 1977 c.880 §2; 1983 c.554 §1; 1983 s.s. c.1 §2; 1993 c.480 §2; 1997 c.864 §8; 2001 c.681 §9; 2007 c.858 §37; 2021 c.445 §3]

Location: `https://oregon.public.law/statutes/ors_342.845`

Original Source: Section 342.845 — Contract teacher; part-time contract teacher; effect of program transfer; administrator contracts, `https://www.oregonlegislature.gov/bills_laws/ors/ors342.html` (last accessed Jun. 16, 2023).

ORS 342.850
Teacher evaluation

- personnel file content
- rules

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(1) The district superintendent of every school district, including superintendents of education service districts, shall cause to have made at least annually but with multiple observations an evaluation of performance for each probationary teacher employed by the district. The purpose of the evaluation is to aid the teacher in making continuing professional growth and to determine the teacher's performance of the teaching responsibilities. Evaluations shall be based upon at least two observations and other relevant information developed by the district.

(2) Intentionally left blank —Ed.

(a) The district school board shall develop an evaluation process in consultation with school administrators and with teachers. If the district's teachers are represented by a local bargaining organization, the board shall consult with teachers belonging to and appointed by the local bargaining organization in the consultation required by this paragraph.

(b) The district school board shall implement the evaluation process that includes:

(A) The establishment of job descriptions and performance standards which include but are not limited to items included in the job description;

(B) A preevaluation interview which includes but is not limited to the establishment of performance goals for the teacher, based on the job description and performance standards;

(C) An evaluation based on written criteria which include the performance goals;

(D) A post-evaluation interview in which:

(i) The results of the evaluation are discussed with the teacher; **and**

(ii) A written program of assistance for improvement is established, if one is needed to remedy any deficiency specified in ORS 342.865 (Grounds for dismissal or contract nonextension of contract teacher) (1)(a), (d), (g) or (h); **and**

(E) The utilization of peer assistance whenever practicable and reasonable to aid teachers to better meet the needs of students. Peer assistance shall be voluntary and subject to the terms of any applicable collective bargaining agreement. No witness or document related to the peer assistance or the record of peer assistance shall be admissible in any proceeding before the Fair Dismissal Appeals Board, or in a probationary teacher nonrenewal hearing before a school board under ORS 342.835 (Probationary teacher), without the mutual consent of the district and the teacher provided with peer assistance.

(c) Nothing in this subsection is intended to prohibit a district from consulting with any other individuals.

(3) Except in those districts having an average daily membership, as defined in ORS 327.006 (Definitions for State School Fund distributions), of fewer than 200 students, the person or persons making the evaluations must hold teaching licenses. The evaluation shall be signed by the school official who supervises the teacher and by the teacher. A copy of the evaluation shall be delivered to the teacher.

(4) The evaluation reports shall be maintained in the personnel files of the district.

(5) The evaluation report shall be placed in the teacher's personnel file only after reasonable notice to the teacher.

(6) A teacher may make a written statement relating to any evaluation, reprimand, charge, action or any matter placed in the teacher's personnel file and such teacher's statement shall be placed in the personnel file.

(7) All charges resulting in disciplinary action shall be considered a permanent part of a teacher's personnel file and shall not be removed for any reason. A teacher shall have the right to attach the teacher's response, or other relevant documents, to any document included under this subsection.

(8) The personnel file shall be open for inspection by the teacher, the teacher's designees and the district school board and its designees. District school boards shall adopt rules governing access to personnel files, including rules specifying whom school officials may designate to inspect personnel files.

(9) A program of assistance for improvement or evaluation procedure shall not be technically construed, and no alleged error or unfairness in a program of assistance for improvement shall cause the overturning of a dismissal, nonextension of contract, nonrenewal of contract or other disciplinary action unless the contract teacher suffered a substantial and prejudicial impairment in the teacher's ability to comply with school district standards. [1971 c.570 §5; 1973 c.298 §3; 1973 c.458 §1; 1977 c.881 §3; 1979 c.598 §1; 1979 c.668 §2a; 1987 c.363 §1; 1989 c.491 §29; 1997 c.864 §9]

Location: https://oregon.public.law/statutes/ors_342.850

Original Source: Section 342.850 — Teacher evaluation; personnel file content; rules, https://www.oregonlegislature.gov/bills_laws/ors/ors342.html (last accessed Jun. 16, 2023).

ORS 342.856
Core teaching standards

(1) The State Board of Education, in consultation with the Teacher Standards and Practices Commission, shall adopt core teaching standards to improve student academic growth and learning by:

(a) Assisting school districts in determining the effectiveness of teachers and administrators and in making human resource decisions; **and**

(b) Improving the professional development and the classroom and administrative practices of teachers and administrators.

(2) The core teaching standards adopted under this section must:

(a) Take into consideration multiple measures of teacher effectiveness, based on widely accepted standards of teaching that encompass a range of appropriate teaching behaviors and that use multiple evaluation methods;

(b) Take into consideration evidence of student academic growth and learning based on multiple measures of student progress, including performance data of students, schools and school districts;

(c) Be research-based;

(d) Be separately developed for teachers and administrators; **and**

(e) Be able to be customized for each school district, which may include individualized weighting and application of standards.

(3) The core teaching standards adopted under this section must attempt to:

(a) Strengthen the knowledge, skills, disposition and classroom and administrative practices of teachers and administrators in public schools;

(b) Refine the support, assistance and professional growth opportunities offered to a teacher or an administrator, based on the individual needs of the teacher or administrator and the needs of the students, the school and the school district of the teacher or administrator;

(c) Allow each teacher or administrator to establish a set of classroom or administrative practices and student learning objectives that are based on the individual circumstances of the teacher or administrator, including the classroom or other assignments of the teacher or administrator;

(d) Establish a formative growth process for each teacher and administrator that supports professional learning and collaboration with other teachers and administrators; **and**

(e) Use evaluation methods and professional development, support and other activities that are based on curricular standards and that are targeted to the needs of each teacher and administrator.

(4) A school district board must include the core teaching standards adopted under this section for all evaluations of teachers and administrators of the school district. The standards shall be customized based on the collaborative efforts of the teachers and administrators of the school district and the exclusive bargaining representative of the employees of the school district. [2011 c.729 §2; 2011 c.729 §4]

Note: 342.856 (Core teaching standards) was added to and made a part of 342.805 (Short title) to 342.937 (Reimbursement for teacher dismissal costs) by legislative action but was not added to any smaller series therein. See Preface to Oregon Revised Statutes for further explanation.

Location: `https://oregon.public.law/statutes/ors_342.856`

Original Source: Section 342.856 — Core teaching standards, `https://www.oregonlegislature.gov/bills_laws/ors/ors342.html` (last accessed Jun. 16, 2023).

ORS 342.865
Grounds for dismissal or contract nonextension of contract teacher

(1) No contract teacher shall be dismissed or the teacher's contract nonextended except for:

(a) Inefficiency;

(b) Immorality;

(c) Insubordination;

(d) Neglect of duty, including duties specified by written rule;

(e) Physical or mental incapacity;

(f) Conviction of a felony or of a crime according to the provisions of ORS 342.143 (Issuance of licenses and registrations);

(g) Inadequate performance;

(h) Failure to comply with such reasonable requirements as the board may prescribe to show normal improvement and evidence of professional training and growth; **or**

(i) Any cause which constitutes grounds for the revocation of such contract teacher's teaching license.

(2) In determining whether the professional performance of a contract teacher is adequate, consideration shall be given to regular and special evaluation reports prepared in accordance with the policy of the employing school district and to any written standards of performance which shall have been adopted by the board.

(3) Suspension or dismissal on the grounds contained in subsection (1)(e) of this section shall not disqualify the teacher involved for any of the disability benefits provided in ORS chapter 238, or any of the benefits provided in ORS 332.507 (Sick leave for school employees).

(4) Dismissal under subsection (1)(f) of this section shall remove the individual from any school district policies, collective bargaining provisions regarding dismissal procedures and appeals and the provisions of ORS 342.805 (Short title) to 342.937 (Reimbursement for teacher dismissal costs). [1965 c.608 §§9,19; 1973 c.298 §4; 1977 c.860 §4; 1981 c.569 §1; 1995 c.446 §10; 1997 c.249 §104; 1997 c.864 §10; 1999 c.130 §8]

Location: https://oregon.public.law/statutes/ors_342.865

Original Source: Section 342.865 — Grounds for dismissal or contract nonextension of contract teacher, https://www.-oregonlegislature.gov/bills_laws/ors/ors342.html (last accessed Jun. 16, 2023).

ORS 342.875
Suspension

- reinstatement

Whenever a district superintendent has reason to believe that cause exists for the dismissal of a contract teacher on any ground specified in ORS 342.865 (Grounds for dismissal or contract nonextension of contract teacher) (1)(b) to (f), and when the district superintendent is of the opinion that immediate suspension of the teacher is necessary for the best interest of education in the district, the district superintendent may suspend a contract teacher from the position without prior notice to the teacher. The teacher's salary shall continue during the first five days of the suspension period. However, within five days after such suspension becomes effective, either procedure shall be commenced for the dismissal of the teacher pursuant to the provisions of ORS 342.805 (Short title) to 342.937 (Reimbursement for teacher dismissal costs) or the teacher must be reinstated. [1965 c.608 §7; 1971 c.570 §6; 1977 c.881 §4; 1997 c.864 §11]

Location: `https://oregon.public.law/statutes/ors_342.875`

Original Source: Section 342.875 — Suspension; reinstatement, `https://www.oregonlegislature.gov/bills_laws/ors/ors342.html` (last accessed Jun. 16, 2023).

ORS 342.895
Contract teachers

- procedure for dismissal or contract nonextension
- appeal

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(1) Contract teachers shall be employed by a school district pursuant to two-year employment contracts.

(2) Authority to dismiss or not extend a contract teacher is vested in the district school board subject to the provisions of the fair dismissal and contract extension procedures of ORS 342.805 (Short title) to 342.937 (Reimbursement for teacher dismissal costs) and only after recommendation of the dismissal or nonextension of contract is given to the district school board by the superintendent.

(3) Intentionally left blank —Ed.

(a) At least 20 days before recommending to a board the dismissal of the contract teacher, the district superintendent shall give written notice to the contract teacher by certified mail or delivered in person of the intention to make a recommendation to dismiss the teacher. The notice shall set forth the statutory grounds upon which the superintendent believes such dismissal is justified, and shall contain a plain and concise statement of the facts relied on to support the statutory grounds for dismissal. If the statutory grounds specified are those specified in ORS 342.865 (Grounds for dismissal or contract nonextension of contract teacher) (1)(a), (c), (d), (g) or (h), then evidence shall be limited to those allegations supported by statements in the personnel file of the teacher on the date of the notice to recommend dismissal, maintained as required in ORS 342.850 (Teacher evaluation). Notice shall also be sent to the district school board and to the Fair Dismissal Appeals Board. A copy of ORS 342.805 (Short title) to 342.937 (Reimbursement for teacher dismissal costs) shall also be sent to the contract teacher.

(b) If, after the 20-day notice required by paragraph (a) of this subsection, the district school board takes action to approve the recommendation for dismissal from the superintendent, the dismissal takes effect on or after the date of the district school board's action, as specified by the board. Notice of the board's action shall be given to the contract teacher as soon as practicable by certified mail, return receipt requested or in the manner provided by law for the service of a summons in a civil action.

(4) Intentionally left blank —Ed.

(a) Upon recommendation of the district superintendent, the district school board may extend a contract teacher's employment for a new two-year term by providing written notice to the teacher no later than March 15 of the first year of the contract. Any new contract that extends the teacher's employment for a new term shall replace any prior contracts.

(b) If the district school board does not extend a contract teacher's contract by March 15 of the first year of the contract, the district superintendent, or the superintendent's designee, shall place the teacher on a program of assistance for improvement. The district superintendent or the superintendent's designee may, in addition, place any other teacher on a program of assistance for improvement if in the judgment of the district superintendent or designee a program of assistance for improvement is needed.

(c) Provided that the district school board has not extended the teacher's contract for a new two-year term, the district board, upon recommendation of the superintendent, may elect by written notice to the teacher no later than March 15 of the second year of the teacher's contract not to extend the teacher's contract based on any ground specified in ORS 342.865 (Grounds for dismissal or contract nonextension of contract teacher). A contract teacher whose contract is not extended may appeal the nonextension to the Fair Dismissal Appeals Board.

(5) Notwithstanding ORS 243.650 (Definitions for ORS 243.650 to 243.809) to 243.809 (Determinations regarding alleged misconduct of law enforcement officer in accordance with uniform standards) or the provisions of any collective bargaining agreement entered into after August 15, 1997, no grievance or other claim of violation of applicable evaluation procedures, or fundamental unfairness in a program of assistance for improvement, shall be filed while a teacher is on a program of assistance. All statutes of limitation and grievance timelines shall be tolled while the subject claims are held in abeyance under this moratorium provision. Except as provided in this subsection, the moratorium and tolling period ends on the date the program of assistance for improvement is completed, not to exceed one year, after which any claims subject to this provision may be pursued as otherwise provided by law or contract. In the case of a contract teacher who does not receive contract extension by March 15 of the first year of the teacher's contract, the moratorium period shall last until the teacher receives notice of contract extension or nonextension and no later than March 15 of the following school year, or until the teacher receives notice of dismissal. A contract teacher who is dismissed or receives notice of contract nonextension, and who appeals to the Fair Dismissal Appeals Board, may raise any claims subject to this moratorium provision before the Fair Dismissal Appeals Board, which shall have jurisdiction to decide such claims. If the teacher does raise claims covered by this moratorium provision in an appeal to the Fair Dismissal Appeals Board, such appeal shall be the teacher's sole and exclusive remedy. If a contract teacher does not appeal a contract nonextension or dismissal to the Fair

Dismissal Appeals Board but instead pursues contract grievances to arbitration alleging a violation of evaluation procedures or fundamental unfairness in a program of assistance for improvement, the arbitrator shall not have authority to award reinstatement of the contract teacher, but may award other remedies including but not limited to back pay, front pay, compensatory damages and such further relief as the arbitrator deems appropriate. A program of assistance for improvement shall not be technically construed, and no alleged error or unfairness in a program of assistance shall cause the overturning of a dismissal, nonextension of contract, nonrenewal of contract or other disciplinary actions unless the contract teacher suffered a substantial and prejudicial impairment in the teacher's ability to comply with school district standards.

(6) No teacher may be dismissed, laid off or caused to suffer nonextension or nonrenewal of a contract based upon the teacher's salary placement or other compensation. [1965 c.608 §11; 1971 c.570 §7; 1973 c.298 §5; 1977 c.881 §5; 1979 c.668 §3; 1997 c.864 §12]

Location: https://oregon.public.law/statutes/ors_342.895

Original Source: Section 342.895 — Contract teachers; procedure for dismissal or contract nonextension; appeal, https://www.oregonlegislature.gov/bills_laws/ors/ors342.html (last accessed Jun. 16, 2023).

ORS 342.905
Appeal procedure

- arbitration as alternative

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(1) If the district school board dismisses the teacher or does not extend the contract of the contract teacher, the teacher or the teacher's representative may appeal that decision to the Fair Dismissal Appeals Board established under ORS 342.930 (Fair Dismissal Appeals Board) by depositing by certified mail addressed to the Superintendent of Public Instruction and a copy to the superintendent of the school district:

(a) In the case of dismissal, within 10 days, as provided in ORS 174.120 (Computation of time), after receipt of notice of the district school board's decision, notice of appeal with a brief statement giving the reasons for the appeal.

(b) In the case of a contract nonextension, within 15 days, as provided in ORS 174.120 (Computation of time), after receipt of the written notice of nonextension of a contract, notice of appeal with a brief statement giving the reasons for the appeal.

(2) Intentionally left blank —Ed.

(a) As soon as practicable after the time the notice of appeal is received by the Superintendent of Public Instruction, the superintendent shall appoint a panel of three members from the Fair Dismissal Appeals Board for the purpose of conducting a hearing. Insofar as practicable, the panel shall be selected from those members of the board serving in positions where the average daily membership as determined in ORS 342.930 (Fair Dismissal Appeals Board) most nearly coincides with that of the involved district. The panel shall consist of:

(A) One member from the category representing district school board members;

(B) One member from the category not affiliated with common or union high school districts; **and**

(C) One member from the category representing teachers or administrators, as follows:

(i) If the appeal is from a contract teacher in a teaching position, the panel shall include the teacher member of the board.

(ii) If the contract teacher is in an administrative position, an administrative member shall sit in place of the teacher

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member.

(b) The panel may not contain a member who is a resident of the district that is bringing the dismissal or nonextension.

(c) The Department of Education, at the department's expense, shall provide to the panel appropriate professional and other special assistance reasonably required to conduct a hearing. The panel shall be empowered, on behalf of the contract teacher, the district superintendent and the district school board, to subpoena and swear witnesses and to require witnesses to give testimony and produce relevant evidence at or prior to the hearing.

(d) The executive secretary of the board may issue subpoenas on behalf of a panel. A person subpoenaed under this subsection may move to quash or modify the subpoena if it is oppressive or unreasonable. The motion must be made before the time specified in the subpoena for appearance or production of materials. The motion may be made to the executive secretary or the panel.

(e) In a case pending before a panel that involves a teacher's performance at an Oregon Youth Authority facility, the panel assigned to the case may submit to the Director of the Oregon Youth Authority written questions that the panel unanimously agrees are relevant to the case. The director shall respond to the panel's questions in writing within 20 days of the director's receipt of the questions from the panel. If a question by the panel seeks information that is not confidential or privileged under Oregon or federal law, the director shall provide the information requested by the panel. If a question by the panel seeks information that is confidential or privileged under Oregon or federal law, the director, in responding to the question, may not disclose the confidential or privileged information but shall instead explain that the information being sought is confidential or privileged. The procedure outlined in this paragraph is not in lieu of any other mechanism that may be available to the panel or parties for obtaining or presenting evidence.

(3) The Attorney General shall assign an assistant, at no cost to either involved party, to advise the Fair Dismissal Appeals Board, to be present at any hearing held by a panel, and to perform those tasks at the request of the board that would normally require legal training.

(4) Within 10 days after receipt of the notice of an appeal of contract nonextension, the district shall serve upon the Fair Dismissal Appeals Board and the teacher a written statement of reason for the contract nonextension, which shall include:

(a) A plain and concise statement of the facts relied on to support the statutory grounds for nonextension of the contract;

(b) The statutory grounds upon which the district believes such contract nonextension is justified; **and**

(c) A list of witnesses and documents upon which the district will rely at hearing.

(5) Intentionally left blank —Ed.

(a) At least 10 days prior to the hearing, the teacher shall provide a list of witnesses and exhibits to the Fair Dismissal Appeals Board panel and the school district.

(b) The Fair Dismissal Appeals Board panel shall hold a contested case hearing under ORS chapter 183 within 100 days of the receipt by the teacher of notice of dismissal or of the statement of reasons in the case of contract nonextension. No later than 140 days after the filing of an appeal, consistent with due process, the Fair Dismissal Appeals Board panel shall prepare and send a written decision to the contract teacher, the district superintendent, the district school board and the Superintendent of Public Instruction. The hearing shall be private unless the teacher requests a public hearing. At the hearing, the district and the contract teacher shall have the right to be present and be heard, to be represented by counsel, to present evidence and cross-examine adverse witnesses and to offer evidence that in the panel's judgment is relevant to the dispute. The panel may take all reasonable steps to require the parties to conclude the hearing in an expeditious manner.

(6) When the Fair Dismissal Appeals Board panel has completed its hearing, it shall prepare a written decision and send it to the contract teacher, the district superintendent, the district school board and the Superintendent of Public Instruction. The Fair Dismissal Appeals Board panel shall determine whether the facts relied upon to support the statutory grounds cited for dismissal or nonextension are true and substantiated. If the panel finds these facts true and substantiated, it shall then consider whether such facts, in light of all the circumstances and additional facts developed at the hearing that are relevant to the statutory standards in ORS 342.865 (Grounds for dismissal or contract nonextension of contract teacher) (1), are adequate to justify the statutory grounds cited. In making such determination, the panel shall consider all reasonable written rules, policies and standards of performance adopted by the school district board unless it finds that such rules, policies and standards have been so inconsistently applied as to amount to arbitrariness. The panel shall not reverse the dismissal or nonextension if it finds the facts relied upon are true and substantiated unless it determines, in light of all the evidence and for reasons stated with specificity in its findings and order, that the dismissal or nonextension was unreasonable, arbitrary or clearly an excessive remedy.

(7) Intentionally left blank —Ed.

(a) Subject to subsection (6) of this section and paragraph (b) of this subsection, if the Fair Dismissal Appeals Board panel finds that the facts relied on to support the recommendation of the district superintendent are untrue or unsubstantiated, or if true and

substantiated, are not adequate to justify the statutory grounds cited as reason for the dismissal or nonextension, and so notifies the contract teacher, the district superintendent, the district school board and the Superintendent of Public Instruction, the teacher shall be reinstated and the teacher shall receive such back pay as ordered by the Fair Dismissal Appeals Board panel for the period between the effective date of the dismissal or nonextension and the date of the order reinstating the teacher, or the date when the district actually reinstates the teacher, whichever is later. However, nothing in this section requires a school district to pay the teacher until the reinstatement occurs if the district has other legal grounds for not reinstating the teacher.

(b) So long as the right of the district board under subsection (9) of this section and under ORS 183.480 (Judicial review of agency orders) and 183.500 (Appeals) to judicial review of the action of the Fair Dismissal Appeals Board remains unexpired, the district school board may withhold the reinstated teacher from performance of teaching duties, unless otherwise ordered by the court having jurisdiction of the appeal.

(c) Subject to ORS 342.850 (Teacher evaluation) (9), if the Fair Dismissal Appeals Board panel determines that the procedures described in ORS 342.850 (Teacher evaluation) (2)(b)(A) to (D) have not been substantially complied with, the teacher may be reinstated with back pay as provided in paragraph (a) of this subsection.

(8) Subject to subsection (6) of this section, if the Fair Dismissal Appeals Board panel finds the facts relied on to support the recommendation of the district superintendent true and substantiated, and that those facts justify the statutory grounds cited as reason for the dismissal or nonextension and so notifies the contract teacher, the district superintendent, the district school board and the Superintendent of Public Instruction in writing, the dismissal or nonextension becomes final on the date of the notice.

(9) An appeal from action of the Fair Dismissal Appeals Board panel shall be taken in the manner provided in ORS 183.480 (Judicial review of agency orders).

(10) Intentionally left blank —Ed.

(a) If both the district board and the teacher or teacher's representative agree, arbitration may be used as an alternative to a hearing before a Fair Dismissal Appeals Board panel to determine if the teacher's dismissal or nonextension of a contract is in compliance with the standards of ORS 342.805 (Short title) to 342.910 (Waiver of contract grievance claim if appeal of dismissal decision filed). If the teacher or teacher's representative desires to use the arbitration procedure, the request for arbitration shall be included in the request for appeal that is filed with the Superintendent of Public Instruction under this section. Within 10 days of the time the

superintendent of the district is notified of the teacher's intent to appeal the dismissal or nonextension of a contract, the superintendent of the district shall notify the teacher or teacher's representative and the Superintendent of Public Instruction as to whether the district has agreed to use the arbitration procedure. If the district determines not to use the arbitration procedure, the hearing procedure shall be continued under this section in the same manner as if no request for arbitration had been made. If the arbitration procedure is used, the teacher has no further rights to a hearing before a Fair Dismissal Appeals Board panel.

(b) The procedures for selection of the arbitrator are those in the applicable collective bargaining agreement. If there is no provision or agreement or if the agreement does not contain a procedure for selection, the parties shall request a list of five arbitrators from the Employment Relations Board and shall choose an arbitrator by alternative striking of names until one name is left. The remaining person shall act as the arbitrator. The Employment Relations Board shall compile a roster of qualified arbitrators from which the lists are to be taken.

(c) In determining whether the district board's dismissal or nonextension of the teacher should be sustained, the arbitrator shall use the same reasons, rules and levels of evidence as are required for the Fair Dismissal Appeals Board under ORS 342.805 (Short title) to 342.910 (Waiver of contract grievance claim if appeal of dismissal decision filed). [1965 c.608 §12; 1971 c.570 §8; 1973 c.298 §6; 1973 c.612 §14; 1977 c.223 §1; 1977 c.400 §5; 1977 c.881 §6; 1979 c.668 §4; 1987 c.663 §2; 1993 c.236 §1; 1993 c.237 §1; 1993 c.778 §28; 1997 c.864 §13; 2001 c.449 §1; 2003 c.798 §4]

Location: https://oregon.public.law/statutes/ors_342.905

Original Source: Section 342.905 — Appeal procedure; arbitration as alternative, https://www.oregonlegislature.gov/bills_laws/ors/ors342.html (last accessed Jun. 16, 2023).

ORS 342.910
Waiver of contract grievance claim if appeal of dismissal decision filed

- waiver of certain rights and procedures

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(1) Any teacher who files an appeal of a dismissal or nonextension of a contract decision with the Fair Dismissal Appeals Board, upon motion of the school district, shall be required to waive any contract grievance claim regarding the same dismissal or nonextension of a contract as a condition to Fair Dismissal Appeals Board or subsequent judicial review.

(2) A school district and an exclusive bargaining representative of teachers may agree to waive all or any part of the rights and procedures provided under ORS 342.805 (Short title) to 342.937 (Reimbursement for teacher dismissal costs) if third party review of any dismissal or nonextension of a contract teacher is available. [1995 c.286 §16; 1997 c.864 §14]

Location: `https://oregon.public.law/statutes/ors_342.910`

Original Source: Section 342.910 — Waiver of contract grievance claim if appeal of dismissal decision filed; waiver of certain rights and procedures, `https://www.oregonlegislature.gov/bills_laws/ors/ors342.html` (last accessed Jun. 16, 2023).

ORS 342.930
Fair Dismissal Appeals Board

- rules

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(1) The Fair Dismissal Appeals Board is created, consisting of 24 members appointed by the Governor, subject to confirmation by the Senate as provided in ORS 171.562 (Procedures for confirmation) and 171.565 (Vote required for confirmation).

(2) Intentionally left blank —Ed.

(a) The membership of the board shall be as follows:

(A) Six members must be administrators in common or union high school districts;

(B) Six members must be contract teachers;

(C) Six members must be members of common or union high school district boards at the time of their appointment; **and**

(D) Six members may not have any affiliation with any common or union high school district.

(b) One member from each category described in paragraph (a)(A) and (B) of this subsection may be retired prior to appointment if the member had been previously employed as an administrator or a contract teacher in this state.

(c) At least one member from each category described in paragraph (a) of this subsection must be resident of a school district so that each type of school district described below is represented:

(A) A school district with an average daily membership, as defined in ORS 327.006 (Definitions for State School Fund distributions), of less than 1,500 students;

(B) A school district with an average daily membership, as defined in ORS 327.006 (Definitions for State School Fund distributions), of 1,500 to 4,500 students; **and**

(C) A school district with an average daily membership, as defined in ORS 327.006 (Definitions for State School Fund distributions), of greater than 4,500 students.

(3) Except as provided in subsection (4) of this section, the term of office of each member is four years, but a member serves at the pleasure of the Governor. Before the expiration of the term of a member, the Governor shall appoint a successor whose term begins on July 1 next following. A

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member is eligible for reappointment. If there is a vacancy for any cause, the Governor shall make an appointment to become immediately effective for the unexpired term.

(4) A member whose term has expired may continue to serve for the following limited purposes:

(a) To conduct a hearing and prepare a written decision if the member was appointed to a panel in accordance with ORS 342.905 (Appeal procedure) (2) before the expiration of the member's term; **or**

(b) To reconsider a decision if the member served on the panel originally hearing an appeal and a motion for reconsideration is filed prior to an appeal to the Court of Appeals.

(5) The continued service of a member as provided in subsection (4) of this section shall not prevent a successor from taking office at the time prescribed in subsection (3) of this section.

(6) Members shall be entitled to compensation and expenses as provided in ORS 292.495 (Compensation and expenses of members of state boards and commissions) for each day or part thereof during which they perform duties under ORS 342.805 (Short title), 342.815 (Definitions for ORS 342.805 to 342.937), 342.835 (Probationary teacher), 342.850 (Teacher evaluation), 342.875 (Suspension), 342.895 (Contract teachers) to 342.910 (Waiver of contract grievance claim if appeal of dismissal decision filed) and this section, to be paid by the district school board from which the appeal is taken. However, any member of the board who would be entitled to receive a per diem except for being employed in full-time public service may receive the payment if service on the board is performed while the member is not under obligation to perform contractual teaching or administrative duties.

(7) The board shall select one of its members as chairperson and another as vice chairperson, for such terms and with duties and powers necessary for the performance of the functions of such offices as the board determines.

(8) A majority of the members of the board constitutes a quorum for the transaction of business.

(9) In accordance with applicable provisions of ORS chapter 183, the board may adopt rules necessary for the administration of this section and ORS 342.905 (Appeal procedure) and 342.910 (Waiver of contract grievance claim if appeal of dismissal decision filed). [1971 c.570 §10; 1973 c.298 §7; 1977 c.881 §7; 1983 c.777 §1; 1985 c.216 §1; 1997 c.864 §14a; 2001 c.449 §2; 2013 c.18 §1]

Location: `https://oregon.public.law/statutes/ors_342.930`

Original Source: Section 342.930 — Fair Dismissal Appeals Board; rules, `https://www.oregonlegislature.gov/bills_laws/ors/ors342.html` (last accessed Jun. 16, 2023).

ORS 342.934
Procedure for reduction of teacher staff due to funding or administrative decision

(1) As used in this section:

(a) "Competence" means the ability of a teacher to teach a subject or grade level based on consideration of any of the following:

(A) Teaching experience within the past five years related to the subject or grade level;

(B) Educational attainments, which may not be based solely on being licensed to teach; **or**

(C) The teacher's willingness to undergo additional training or pursue additional education.

(b) "Cultural or linguistic expertise" means the expertise of one teacher, as measured against the expertise of another teacher, based on consideration of any of the following factors:

(A) A teacher's linguistic ability in relation to an in-district language, as determined by a school district using a method of verification or attestation of fluency for all in-district languages;

(B) A teacher's completion of a teacher pathway program that is implemented by a teacher pathway partnership at the national, state, regional or local level and that has the primary focus of increasing the number of culturally or linguistically diverse teachers; **or**

(C) A teacher's current work assignment that requires the teacher to work at least 50 percent of the teacher's work assignment time:

(i) At a school where at least 25 percent of the student population consists of students from a historically underserved background, if the teacher is assigned to one school; **or**

(ii) At programs, schools or school districts where at least 25 percent of the student population consists of students from a historically underserved background, if the teacher is assigned to multiple programs, schools or school districts.

(c) "In-district language" means a heritage language or a language other than English that is spoken:

(A) By five percent or more of the students enrolled at the school where a teacher is assigned or, if the teacher is not assigned to a school, of the students enrolled in the schools of the school district; **or**

(B) At five percent or more of the homes of the students enrolled at the school where a teacher is assigned or, if the teacher is not assigned to a school, of the homes of the students enrolled in the schools of the school district.

(d) "Merit" means the measurement of one teacher's ability and effectiveness against the ability and effectiveness of another teacher.

(e) "Qualified teacher with cultural or linguistic expertise" means a teacher who:

(A) Has more cultural or linguistic expertise than a teacher with more or equal seniority; **and**

(B) Holds proper licenses or other credentials to fill a remaining position.

(f) "School district" includes an education service district.

(g) "Student from a historically underserved background" includes a student who:

(A) Is an English language learner;

(B) Is from a racial or ethnic group that has historically experienced academic disparities, including racial or ethnic groups for which a statewide education plan has been developed under ORS 329.841 (Statewide education plan for students who are Black or African-American), 329.843 (Statewide education plan for students who are American Indian or Alaska Native) or 329.845 (Statewide education plan for students who are Latino or Hispanic) for students who are black, African-American, American Indian, Alaska Native, Latino or Hispanic;

(C) Is economically disadvantaged; **or**

(D) Has a disability.

(h) "Teacher" has the meaning given that term in ORS 342.120 (Definitions for chapter).

(2) This section shall provide the procedure for making reductions in teacher staff positions resulting from a school district's lack of funds to continue its educational program at its anticipated level or resulting from the school district's elimination or adjustment of classes due to administrative decision. Nothing in this section is intended to interfere with the right of a fair dismissal district to discharge, remove or fail to

renew the contract of a probationary teacher pursuant to ORS 342.835 (Probationary teacher).

(3) Before making any layoff decisions related to teacher staff, a school district shall make every reasonable effort to:

(a) Transfer teachers of eliminated or adjusted classes to other teaching positions for which the teachers are licensed and qualified.

(b) Combine teaching positions in a manner that allows teachers to remain qualified so long as the combined positions meet the curriculum needs of the school district and the competence consideration specified in subsection (5) of this section.

(c) Maintain the proportion of teachers with cultural or linguistic expertise compared to teachers without cultural or linguistic expertise.

(4) Intentionally left blank —Ed.

(a) Except as required by paragraph (b) of this subsection and as allowed by subsection (5) of this section, a school district shall prioritize seniority when determining which teachers will be retained when a school district reduces its teacher staff under this section.

(b) A school district shall retain a qualified teacher with cultural or linguistic expertise who has less seniority if the release of the less senior teacher would result in a lesser proportion of teachers with cultural or linguistic expertise compared to teachers without cultural or linguistic expertise. When a qualified teacher with cultural or linguistic expertise is retained under this paragraph and the school district is determining which teachers to retain who do not have cultural or linguistic expertise, the school district shall prioritize:

(A) Seniority; **or**

(B) To the extent allowed under subsection (5) of this section, competence or merit.

(c) Intentionally left blank —Ed.

(A) Except as provided by subparagraph (B) of this paragraph, any ties in calculations of seniority shall be broken by drawing lots.

(B) If the release of a qualified teacher with cultural or linguistic expertise who has equal seniority would result in a lesser proportion of teachers with cultural or linguistic expertise compared to teachers without cultural or linguistic expertise, the school district shall retain the teacher with cultural or linguistic expertise.

(d) For the purposes of this subsection, seniority shall be calculated from the first day of actual service as teachers with the school district, inclusive of approved leaves of absence.

(e) Nothing in this subsection prohibits a school district from requiring that teachers to be retained hold proper licenses or other credentialing at the time of layoff to fill remaining positions or prohibits a school district from retaining a teacher as allowed under subsection (5) of this section.

(5) A school district may retain a teacher with less seniority than a teacher being released under this section if the school district determines that the teacher being retained has more competence or merit than the teacher with more seniority who is being released.

(6) Intentionally left blank —Ed.

(a) Except as provided by paragraph (b) of this subsection, an administrator shall retain status and seniority as a contract teacher and voluntarily may return to teaching in a reduction in staff situation.

(b) An administrator who was never employed as a teacher in the school district shall not be eligible to become a nonadministrative teacher in the school district if the effect is to displace a nonadministrative contract teacher.

(7) In consultation with its employees or, for those employees in a recognized or certified collective bargaining unit, with the exclusive bargaining representative of that unit, each school district shall establish a procedure for recalling teachers to employment in the school district who have been released because of a prospective or actual reduction in staff. The procedure shall define the criteria for recall and the teacher shall have the right of recall for 27 months after the last date of release by the school district unless waived as provided in the procedure by rejection of a specific position. A contract teacher who is recalled shall retain the status obtained before the release. A probationary teacher who is recalled shall have years of teaching for the school district counted as if the employment had been continuous for purposes of obtaining contract teacher status.

(8) An appeal from a decision on reduction in staff or recall under this section shall be by arbitration under the rules of the Employment Relations Board or by a procedure mutually agreed upon by the employee representatives and the employer. The results of the procedure shall be final and binding on the parties. Appeals from multiple reductions may be considered in a single arbitration. The arbitrator is authorized to reverse the staff reduction decision or the recall decision made by the school district only if the school district:

(a) Exceeded its jurisdiction;

(b) Failed to follow the procedure applicable to the matter before it;

(c) Made a finding or order not supported by substantial evidence in the whole record; **or**

(d) Improperly construed the applicable law.

(9) Intentionally left blank —Ed.

(a) A school district shall not agree in any collective bargaining agreement to waive the right to consider competence in making decisions about the order of reduction in staff or recall of staff. Nothing in this subsection shall prevent a school district and the exclusive bargaining representative from agreeing to alternative criteria for competence determinations under this subsection so long as the criteria ensure that all retained teachers are qualified for the positions they fill.

(b) As used in this subsection, "qualified" means the measurement of the teacher's ability to teach the particular grade level or subject matter in which the teacher is placed after the reduction in force. Qualifications shall be measured by more than seniority and licensure, but may include other criteria that reasonably measure the teacher's fitness to teach the relevant grade or subject level. Determinations of competence or qualifications under this subsection may take into account requirements for any special needs students. [1981 c.569 §3; 1983 s.s. c.1 §1; 1989 c.282 §1; 1993 c.480 §1; 1997 c.864 §15; 2021 c.445 §1]

Location: https://oregon.public.law/statutes/ors_342.934

Original Source: Section 342.934 — Procedure for reduction of teacher staff due to funding or administrative decision, https://www.oregonlegislature.gov/bills_laws/ors/ors342.html (last accessed Jun. 16, 2023).

ORS 342.937
Reimbursement for teacher dismissal costs

The Superintendent of Public Instruction may reimburse any school districts for all or part of the costs reasonably related to a dismissal of a contract teacher or nonextension of a contract teacher's contract, or appeal therefrom under ORS 342.805 (Short title) to 342.937 (Reimbursement for teacher dismissal costs), provided that the school district is the ultimate prevailing party. The superintendent may consider the school district's ability to pay the costs related to the dismissal or nonextension of the contract teacher, and seek such funds from the Emergency Board as may be in the superintendent's judgment necessary to carry out this provision. [1997 c.864 §6]

Location: `https://oregon.public.law/statutes/ors_342.937`

Original Source: Section 342.937 — Reimbursement for teacher dismissal costs, `https://www.oregonlegislature.gov/bills_laws/ors/ors342.html` (last accessed Jun. 16, 2023).

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January 22, 2024

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Re: Nathaniel Williams, EScreen ID 7930329713
MBJ No. 03.1819

To Whom it May Concern:

We represent Nathaniel Williams on behalf of the Oregon Education Association in employment related matters. Mr. Williams is a fifth-grade teacher working at Portland Public Schools ("PPS"). Mr. Williams took a urine analysis drug test upon the request of PPS on August 25, 2023, performed by Quest Diagnostics and submitted to eScreen for analysis by Medical Review Officer Michelle Alexander. At the time of his drug test, Mr. Williams was prescribed Adderall to treat his ADHD. He was also prescribed Wellbutrin but was not taking Wellbutrin at the time of the test as he had sought other forms of treatment. Mr. Williams' drug test came back positive on September 1, 2023, for amphetamine and

methamphetamines. Mr. Williams has previously provided the lab copies of prescription printouts that he received from his pharmacy and photographs of his Adderall bottle, both with his doctor's name, his name, his medication names, and his dosage information. Yet the medical review office has not clarified that Mr. Williams' positive result is likely due to his medication. We request that the medical review office remedy this situation by issuing a statement acknowledging to PPS that Adderall and Wellbutrin can cause positive results for amphetamine and methamphetamine.

We are attaching a letter written by expert toxicologist Kenn Meneely about Mr. Williams' test results. Mr. Meneely's report explains that common medications such as Adderall and Vick's inhalers can cause positive results on tests for both amphetamine and methamphetamine. Mr. Meneely also explains how a Wellbutrin prescription can cause a positive screening test, which needs a recognized confirmatory test to differentiate between the medication and street drugs. Mr. Meneely states in his summary that "[i]t is irresponsible for a laboratory to ignore common prescribed medications that an individual is taking and avoid providing any disclaimers in a report that would notify the non-scientist/reviewer in the report that the use of medications can be mis-interpreted as abuse of a street drug." He then concludes: "Quest laboratory should issue an acknowledgement that Mr. Williams' test results could be due to his medications, and that the test itself would not be able to distinguish between a positive result due to Adderall and a positive test result due to street drugs."

We request that the medical review office issue a clarification of its results in this matter to Portland Public Schools as soon as possible. This statement should describe how Mr. Williams' positive test results were likely caused by his legally prescribed medications, particularly Adderall. The medical review office should immediately take steps to remedy the situation now, before Mr. Williams suffers material harm in his employment due to the medical review office's incomplete analysis.

Thank you for your assistance and professional courtesies in this matter.

Sincerely,

MCKANNA BISHOP JOFFE, LLP

Noah Barish
Anna Bottrell

AB:sh
cc: Bao Nguyen (by email)
Adam Arms (by email)
Nathaniel Williams (by email)
Enclosures:
Kenn Meneely CV
K. Meneely Expert Report- N. Williams
N. Williams Release

WILLAMETTE VALLEY FORENSICS, LLC
Kenn Meneely, Consultant
24893 Oak Lane
Elmira, OR 97437
Telephone: (541) 935-0538
e-mail: kmeneely@peoplepc.com

January 20, 2024

To: Anna Bottrell and Noah Barish, Attorneys at Law
Re: Nathaniel Williams

Thank you for allowing me to comment on the above cited case. I am qualified on the above matter for the following reasons:

My undergraduate and post graduate experience is in the field of chemistry, pharmacology, and toxicology. I worked for a medical and research facility for four (4) years prior to entering the State Police Forensic Division in 1979. Three (3) of those four (4) years were spent with the military's chemical and biological warfare research division as a field medic and performing analysis and clinical applications of nerve agents, blister agents, choking gases, and other military chemical agents. I began my career as an Oregon State Police patrol officer and retained my basic and advanced police officer certification for 28 years. I received training from the Oregon State Police Forensic Division, FBI Forensic Units, University of Texas Medical School, and University of Utah Center for Human Toxicology. I was the state certified clinical laboratory director of a drug and alcohol rehabilitation facility for eight (8) years. During this clinical experience, I had direct contact with patients during the course of their treatment. I was able to observe and monitor patient's behavior patterns throughout the course of their treatment. I am also a member of the Oregon State Health Division's Substance Abuse Methods Panel responsible for reviewing current and proposed clinical toxicology methods.

Over the last 45 years I have provided training to judges, prosecutors, defense attorneys, law enforcement, and the Oregon State Bar Association in the area of forensic toxicology, and have more than a dozen publications in the area of forensic toxicology. I was the toxicology instructor for Oregon's Drug Recognition Evaluation (DRE) program from the beginning of the program until my retirement. I researched and published scientific articles related to the DRE program. I was utilized by the District Attorney's Office on many occasions as a consultant to evaluate an individual's clinical information, observed actions, and laboratory findings. During my career with the Oregon State Police Forensic Division, I was involved with various aspects of the alcohol breath testing program to include; certification of the 4000, 5000, and 8000 series of breath testing units, studies involving controlled alcohol dosing/impairment, blood-breath correlation, absorption and dissipation studies, training scientists and police officers, and validation of new instruments. Prior to my retirement from the Oregon State Police Forensic Division, I was responsible for technical procedures, proficiency testing, and training in the toxicology division.

I was also an ASCLD/LAB (American Society of Crime Lab Directors/Laboratory Accreditation Board) inspector responsible for evaluating medical examiner and forensic laboratories in the United States in areas of forensic toxicology and post mortem toxicology.

I have been court qualified as an expert witness in Oregon, Washington, and Idaho in many areas of forensics to include drug and alcohol effects, metabolism and analysis of biological materials to include blood, urine and hair. My CV is attached for detailed review.

CASE OVERVIEW

Documents were submitted noting that Mr. Williams was prescribed "bupropion" (ie. Wellbutrin) and "dextroamphetamine" (ie. Adderall).

A single page report from Quest Diagnostics noting the following:

- Date of urine test sample: Aug. 25, 2023
- Regulation of test: "Non-DOT" (ie. not federally regulated)
- Urine drug screen positive for methamphetamine and amphetamine
- Confirmation "cutoff" levels of methamphetamine and amphetamine as 500 ng/ml

Testing either not reported or not performed:

- Validity tests (ie. specific gravity, pH, creatinine)
- Screening "cutoff" levels of methamphetamine and amphetamine
- Method of screening test or confirmation test

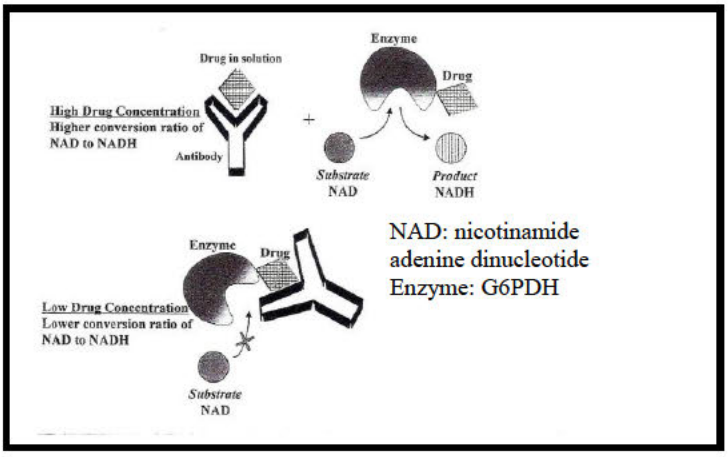
I was requested to evaluate the urine testing of Nathaniel Williams regarding a positive urine screening test for amphetamines and a urine test result from Quest Diagnostics.

COMMENTS

Chemical Analysis

Immunoassays, used by both forensic and medical facilities, are scientific tests that use antibodies to identify and measure amounts of a chemical substance. In clinical and forensic toxicology these assays are typically used to screen biological samples for the presence of drugs and medications. The chemistry, depicted in Figure 1, involves a competitive binding between enzymes and antibodies which results in a presumptive analysis. The instrument measures the amount of NADH produced during the enzymatic reaction.

Figure 1: Schematic of enzyme-multiplied immunoassay technique (EMIT)



The lack of specificity of the immunoassay test is a critical disadvantage of the test. In addition, there is a concern of the cross-reactivity with immunoassay analysis. The term "cross-reactivity" refers to the immunoassay's interaction with other chemically related compounds or biological materials.

"Cross-reactivity" to chemically related compounds or other biological materials in the urine can lead to false positive laboratory results. As defined by the Oregon State Police Forensic Division: "False Positive" is a term for an analytical result that is erroneously reported as positive, but is not actually present in the sample. Due to this interaction, more specific methods are required to confirm these preliminary results before any conclusions can be formulated. The following is an example of cross-reacting substances that would lead to a false positive conclusion:

Immunoassay (EMIT)	Cross-reacting substances
Amphetamines	Chloroquine, Pseudoephedrine, Phenylpropanolamine, Tyramine, Phentermine, Phenmetrazine, Ranitidine, Trazadone, energy drinks, Wellbutrin
Benzodiazepines	Chlorpromazine, Ibuprofen
Opiates	Dextromethorphan (cough medication), Tolmetin, poppy seeds
Cannabinoids (THC)	Ketoprofen, Tolmetin, Naproxen, Ibuprofen, Aspirin

Other limitations of the immunoassay test are interferences from not only compounds that cross-react with an antibody reaction, but also substances that cross-react within the biological matrix such as bacterial products. Food products can also cause the immunoassay test to be positive. Research reported in the Journal of Forensic Science by Meneely[(1)] concluded that a single poppy seed bagel will produce sufficient morphine/codeine to yield a positive screening test for opiates. As stated by Dr. Barry Levine[(2)]: "cross-reactivity of structurally similar substances is a major problem with immunoassays, resulting in false positive results. Immunoassay results should be confirmed by another method based on a different and more specific scientific principle." Toxicologists have determined that analysis by gas chromatography-mass spectrometry (GC/MS) or liquid chromatography-mass spectrometry (LC/MS) must be performed to obtain a credible result.

The Journal of Forensic Science[(3)] also supports the concept that preliminary positive urine screening test should be "presumed to be devoid of drugs unless there is overwhelming scientific evidence to the contrary".

The Oregon Public Health Division established the Substance Abuse Methods Panel to inspect, evaluate, and authorize clinical toxicology laboratories analytical procedures and protocol. This panel also is governed by the Federal Clinical Laboratory Improvement Amendments (CLIA) 100-578,42.U.S.C.201 and 263a. Oregon Revised Statute (ORS) 438 specifically addresses testing protocols for substance of abuse with the following statement:

> "When the specimen of a person tested for substances of abuse is submitted to the laboratory and the test result (screening) is positive, the laboratory shall perform a confirming test which has been designated by rule of the Oregon Health Authority as the best available technology for use to determine whether or not the substance of abuse identified by the first test (screening) is present in the specimen prior to reporting the test results."

[(1)] Meneely; Poppy Seed Ingestion - The Oregon Perspective, Journ of Forensic Science,1992
[(2)] Principles of Forensic Toxicology by Barry Levine, PhD. Office of the Chief Medical Examiner
[(3)] Alan; Minimal Standards for the Performance and Interpretation of Toxicology Tests in Legal Proceedings , Journ of Forensic Science, 1999)

As a member of Oregon's Substance Abuse Methods Panel; the panel has addressed immunoassays with the following comments:

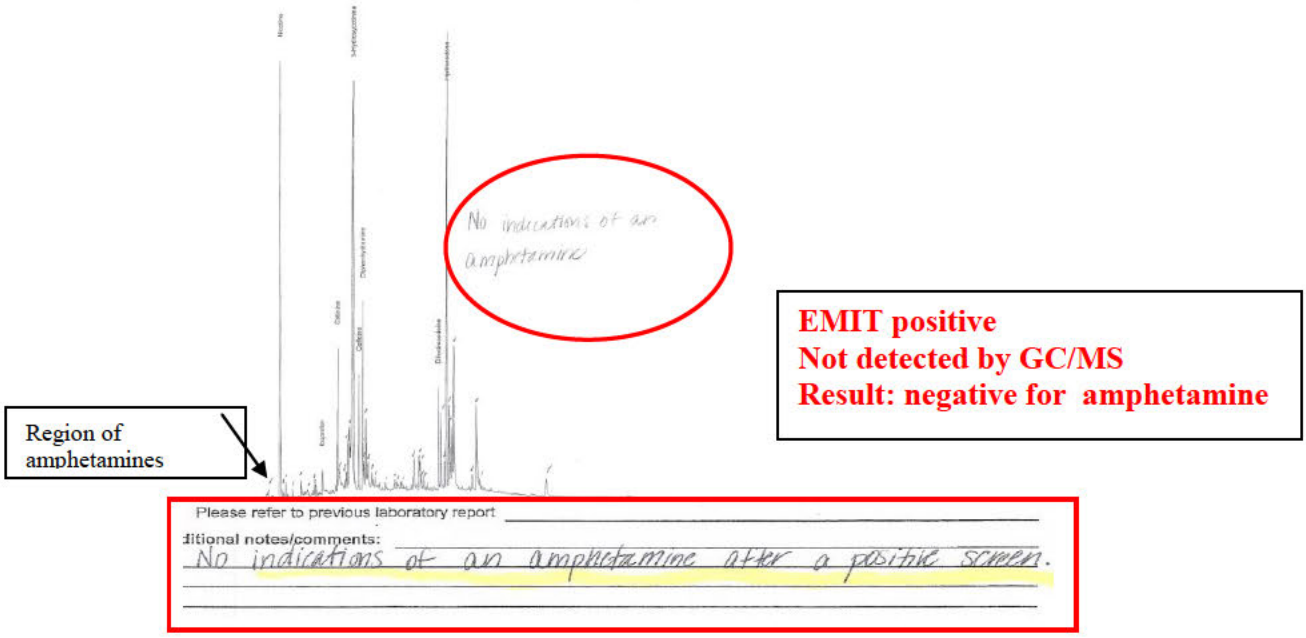
- Immunoassays do not provide unequivocal identification of a given analyte.
- Immunoassays may exhibit cross-reactivity to endogenous substances and must be confirmed by more specific methods for identification.

An example of cross-reactivity/false positives in actual toxicology casework is reported in the following: A urine sample tested by the screening immunoassay (EMIT) resulting in a presumptive positive amphetamine test. Further analysis by the more specific technique gas chromatography-mass spectrometry (GC/MS) concluded that the EMIT's results were to be considered as a false positive and not valid.

EMIT (immunoassay screening test)

Assay	Cutoff	Result (dAbs/min
Amphetamine	300 ng/ml	POSITIVE 0.465
Barbiturates	200 ng/ml	negative 0.227

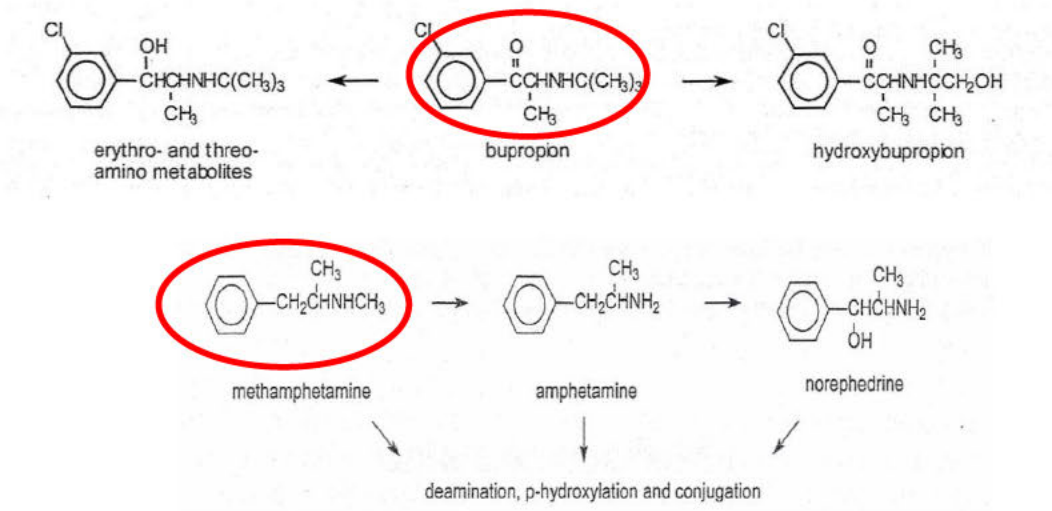
Gas chromatography-Mass spectrometry (GC/MS)



EMIT positive
Not detected by GC/MS
Result: negative for amphetamine

Bupropion (ie. Wellbutrin) is classified as an antidepressant. Neither single or repeated doses of bupropion have been shown to impair psychomotor performance[4].
Buproprion is extensively metabolized by hydoxylation and reduction.

[4] Baselt: Disposition of Toxic Drugs and Chemicals in Man 11 ed.

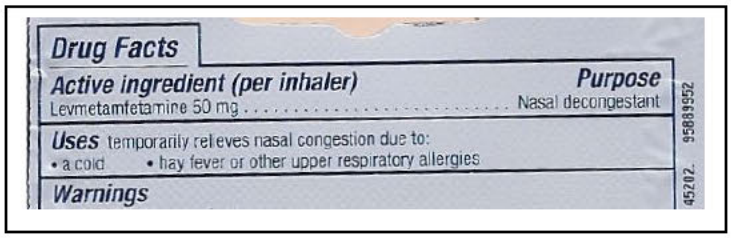


Due to this medication's similar chemical structure to methamphetamine, screening tests will show a positive "cross reactivity" with the methamphetamine/amphetamine assay.

Based on information that an individual was taking a prescribed medication such as bupropion and the limitations of a screening test; it would be highly inappropriate to suggest that a positive screening test was the source of either amphetamine or methamphetamine.

Methamphetamine is the common name for N, alpha-dimethylphenthylamine (deoxyephedrine). The configuration at the chiral center of methamphetamine results in dextrorotatory isomer [d-methamphetamine, S- (+) methamphetamine] and a levorotatory isomer (l-methamphetamine, R-(-)-methamphetamine] with respect to plain-polarized light. The " L-isomer" is commonly found in the cold medication Vick's VapoInhaler and as the metabolite of the anti-Parkinson drug, Selegiline. The "D- isomer" is typically found in the "street-style" methamphetamine. Differentiation of the D and L isomers is routinely performed at forensic facilities (ie. NMS, Oregon State Police Forensic Laboratory) by introducing N-trifluoroacetyl-L-prolyl chloride (TPC).

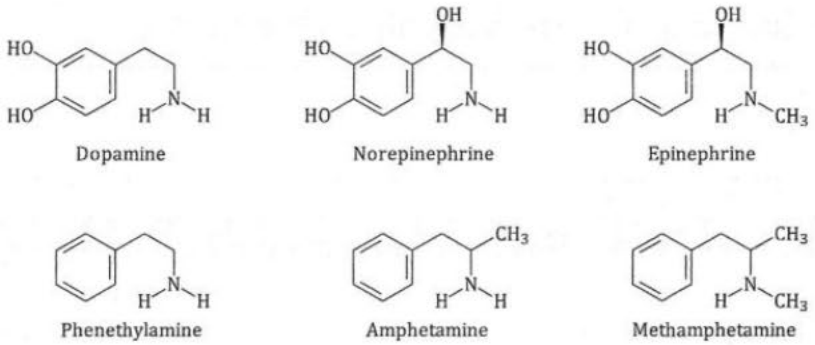




Laboratories will typically note that common food products or over-the-counter medications will compromise drug tests such as poppy seeds that will produce confirmed morphine/codeine levels or cold medications such as Vick's Inhalers producing confirmed positive tests for methamphetamine/amphetamine.

Based on the laboratory's report, there was no additional tests performed to differentiate between the common medication or street methamphetamine.

Adderall (ie. d-amphetamine, dextroamphetamine) is a synthetic phenethylamine utilized in the treatment of obesity, narcolepsy, and attention deficit disorder. The amphetamine structure is a racemic *B*-pheny-liso propylamine consisting of a phenyl ring substituted with and isopropylamino side chain. Amphetamine is a prototypical, non-catecholamine, sympathomimetic drug; the chemical structures of amphetamine, catecholamine-type transmitters (ie. epinephrine, norepinephrine, dopamine), and the naturally occurring ephedrine are similar.



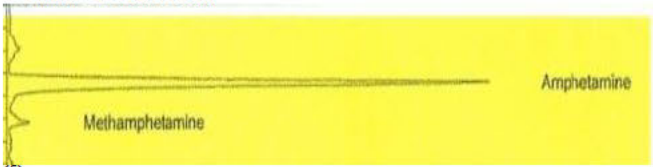
In controlled dosing studies[5], Adderall was shown to improve awareness, reaction times, manual dexterity, alertness, and divided attention tasks. Additionally, Adderall improved cognitive abilities, attention, hazard perception, risk assessment, and decision-making assessments.

From my forensic and clinical experience in a drug treatment facility where patients were provided Adderall under strict controlled conditions; both methamphetamine and amphetamine was reported in their drug tests (see example). This concept was also reported by Baselt and SOFT [6][7]. Consequently, it is not uncommon for patients receiving Adderall medications to have their biological specimens test positive for both amphetamine and methamphetamine.

Exhibit 1 (Agency [redacted]) - A urine specimen which is reported as having been collected from [redacted] Toxicological examination by gas chromatography/mass spectrometry (GC/MS) and/or liquid chromatography/quadrupole-time-of-flight (LC-QTOF) confirms the presence of:

- Amphetamine (Adderall, Vyvanse),

GC/MS of Adderall



[5] Kay, Adderall significantly improves driving performance, attention in young adults with ADHD; presented at the 18th annual US psychiatric and mental health Congress

[6] Baselt: Disposition of Toxic Drugs and Chemicals in Man

[7] Fleming: Evaluation of Patients Prescribed Adderall and Vyvanase for the Presence of Methamphetamine, SOFT 2014

SUMMARY

- Any credible conclusions drawn from toxicological testing must be focused on the most reliable and specific technique used which is typically a form of mass-spectrometry such as gas chromatography-mass spectrometry (GC/MS) or liquid chromatography-mass spectrometry (LC/MS).

- Based on information that Mr. Williams was taking a prescribed medication such as bupropion and the limitations of a screening test; it would be highly inappropriate to suggest that a positive screening test was the source of either amphetamine or methamphetamine.

- I will have to assume that Quest labs confirmed this test by recognized standards in the field of toxicology such as GC/MS or LC/MS however, it was not noted in the report.

- The levels of the drug were not reported. However, given that the source was urine, a level cannot be associated to the amount of medication consumed.

- Based on the laboratory's report, there was no additional tests performed to differentiate between common medications or street methamphetamine.

- It is common for patients receiving Adderall medications to have their biological specimens test positive for both amphetamine and methamphetamine.

- It is irresponsible for a laboratory to ignore common prescribed medications that an individual is taking and avoid providing any disclaimers in a report that would notify the non-scientist/reviewer in the report that the use of medications can be mis-interpreted as abuse of a street drug.

OPINION

Potential resolutions:

- Any urine tests must be confirmed by a recognized confirmatory test such as GC/MS or LC/MS before any conclusions are drawn.

- Quest laboratory should issue an acknowledgement that Mr. Williams' test results could be due to his medications, and that the test itself would not be able to distinguish between a positive result due to Adderall and a positive test result due to street drugs.

Based on my work as a police officer, 45 years of forensic toxicology experience, and 8 years with patients in a controlled environment in drug and alcohol treatment programs; it is my professional opinion that Mr. Williams' Quest report was from the use of either Vick's Inhalers or his Adderall medication.

If called as a witness in this matter, I would testify consistent with this report's contents.

Sincerely,

Kenn D. Meneely
Willamette Valley Forensics, LLC

WILLAMETTE VALLEY FORENSICS, LLC

Kenn Meneely, Forensic Consultant
24893 Oak Lane
Elmira, OR 97437
Telephone: (541) 935-0538
Cell Phone: (541) 915-3886
e-mail: kmeneely@peoplepc.com

QUALIFICATIONS OVERVIEW

- 45 years in forensic science.
- Research and testing for drugs / alcohol and associated impairment.
- Homicide and assault investigations involving evidence search and collection and crime scene reconstruction.
- Handling a variety of weapons associated with law enforcement investigations.
- Training scientists, police officers, prosecutors and defense attorneys in areas such as crime scene reconstruction, blood spatter analysis, drug and alcohol testing and impairment, drug chemistry, toxicology.
- Qualified in Oregon courts as an expert witness in the following areas: toxicology, SFST, clinical effects of drugs and alcohol, drug chemistry, clandestine laboratories, blood alcohol, breath alcohol, hairs / fibers / paint, trace evidence, serology, firearms, gunshot residue, firearms proximity examinations, trace metal examinations, crime scene reconstruction, blood spatter analysis, trauma / tissue wounds comparison.
- Processing and analysis of clandestine laboratories.
- Qualified in the use of a variety of technical equipment and procedures such as; X-ray spectrophotometer, infrared spectrophotometer (IR), gas chromatography-mass spectrometry, ultraviolet spectrophotometer, immunoassay drug testing, microscopes, alcohol breath testing devices.
- Forensic laboratory manager.
- Clinical laboratory director in toxicology.
- Member of Oregon's Substance Abuse Methods Panel responsible for reviewing current and proposed clinical toxicology methods.
- Certified as a national forensic laboratory inspector.
- Research / publications in alcohol blood-breath correlation and toxicology
- Certified as a police officer in Oregon.
- Member of H.A.R.T. (Homicide/Assault Response Team) Marion County from 1991 – 2007
- Recipient of District Attorney's Association award for training prosecutors in DUII.
- Recipient of Governor's Award from the DUII Multi-Disciplinary Training Task Force for outstanding professional achievement in the deterrence and prevention of impaired driving.
- Recipient of Oregon State Police award for Drug Recognition Evaluation Program training.
- Initial development of the Medical Examiner's/Toxicology program for the Oregon State Police Toxicology Division
- Research and development of military chemical agents.
- Trained by military and federal government in explosives

EMPLOYMENT

Willamette Valley Forensics, Director
April 2007 to present

Provide expert forensic analysis and testimony to defense and civil attorneys regarding matters pertaining to:

Homicide / Death investigations
Medical Examiner issues
Negligent Homicide investigations
Crime scene / blood spatter reconstruction
Forensic Toxicology
Effects of Drugs and Alcohol, SFST
Forensic applications concerning hairs, fibers, firearms, chemistry
Forensic Laboratory Accreditation

Criminalist IV/Supervisor, Oregon State Police Forensic Laboratory
Jan. 1, 2004 to April1, 2007

- Supervision of sixteen scientists concerning training in drug chemistry, toxicology, blood alcohol analysis and breath alcohol analysis, crime scene reconstruction and blood spatter analysis.
- Homicide investigations: crime scene reconstruction, blood spatter analysis.
- Toxicology Technical Leader for the Oregon State Police Forensic Division: responsible for training and proficiency testing and direction of the Division's toxicology section.
- Research and methodology, breath alcohol testing, SFST, toxicological analysis and related testimony.
- Publish technical articles related to forensic toxicology.
- Member of Impaired Driving Steering Committee: responsible for breath alcohol technical recommendations.
- Member of Oregon State Public Health Laboratory Substance of Abuse Methods Panel: responsible for technical review of new toxicology methods.
- Provided annual training to police officers, prosecutors and defense attorneys in forensic toxicology.
- Review / test / evaluate analytical equipment to be purchased
- Certified Laboratory Inspector – ASCLD/ISO

EMPLOYMENT

Criminalist III, Oregon State Police Forensic Laboratory
1979 to Jan.1, 2004

- Patrol officer with basic and advanced certification , investigation of accidents and impaired driving
- Responsible for the following forensic areas: homicide field investigations, impressions, hairs / fibers, trace evidence, clandestine laboratory investigations, firearms / tool marks, serology, drug chemistry, toxicology and blood – breath alcohols.
- Research and methodology, breath alcohol testing, toxicological analysis and related testimony.
- Toxicology Technical Leader for the Oregon State Police Forensic Division: responsible for training and proficiency testing and direction of the Division's toxicology section.
- Publish technical articles related to forensic toxicology.
- Member of Oregon State Public Health Laboratory Substance of Abuse Methods Panel: responsible for technical review of new toxicology methods.
- Provided annual training to police officers, prosecutors and defense attorneys in forensic toxicology.

Toxicologist, Laboratory Director, Serenity Lane, 1990 to 1998

Major duties: Supervise toxicology and personnel.

- Responsible for laboratory management, laboratory accreditation, budget, clinical analysis and staff training.

Chemist, United States Army Research and Development Laboratory
Edgewood Arsenal MD, Aberdeen Proving Grounds
1973 - 1976

Major duties: Supervise analysis / research of chemical agents.

- Testing and transporting hazardous chemicals, biological warfare agents, and explosive devices.
- Testing of soil, air and water samples for nerve agents, phosgene, hydrogen cyanide, metals, arsenicals and riot controls chemicals.
- Micro - Surface Analysis
- Field medic; evaluate staff injuries, medicate for exposure

Chemist, United Medical Laboratories, Portland, Ore.
1972 - 1973

Major duties: Perform biochemical analysis of clinical specimens

EDUCATION

Northwest Nazarene College, Nampa, ID
Major: BA Chemistry
Minor: Biology

University of Virginia
Post-graduate student: Biochemical Methods in Bloodstain Analysis

Towson State College, Baltimore, MD
Post-graduate student: Pharmacology and Biochemistry

Hartford Community College, Belair, MD
Police Science

CERTIFICATIONS

Certified as Oregon Police Officer: Board on Public Safety Standards and Training 1979 - 2007
Basic, Intermediate, Advanced and Supervisory certifications
BPST # 20985

State of Oregon CLIA Laboratory Director 1990 – 1998
38D0699643

Clandestine Laboratory Operations Certification - 1993
Oregon State Police

ASCLD/LAB- Forensic Laboratory Inspector 2004-2007

ASCLD/LAB-International Laboratory Inspector (ISO 17025) - 2007

Breath alcohol testing – CMI Intoxilyzer 4011A, 5000, 8000

SPECIALIZED TRAINING

Certificate in Law Enforcement 1977

Oregon Police Officer Academy 1979
Basic, Advanced and Supervisor Certifications

Deputy Medical Examiner 1980
Dr. Larry Lewman

SPECIALIZED TRAINING

Blood Spatter Analysis and Interpretation– Oregon State Police Forensic Division 1980

Firearms Examinations – Oregon State Police Forensic Division
Trace Metal examinations, gunshot residue, proximity testing, firearms comparisons

Drug Chemistry - Oregon State Police Forensic Division 1980

Forensic Photography – Oregon State Police Forensic Division 1980

Arson Analysis - Federal Bureau of Investigation 1980

Elemental Analysis – Tracor 1981
(X-ray analysis)

Biochemical Bloodstain Analysis - Federal Bureau of Investigation 1982

Hairs and Fibers - Federal Bureau of Investigation 1981

Atomic Absorption Spectroscopy – Spectroscopy Inc. 1982
(gunshot residue, proximity examinations)

Fundamentals of Infrared Spectroscopy - Analect 1984

Toxicology - Analytical Systems 1985

Microscopy/Trace Evidence - McCrone Institute 1986

Narcotics Intelligence (WSIN)– Oregon State Police 1987

Fundamentals of gas chromatography/mass spectrometry
Hewlett Packard 1988

Concepts in Forensic Toxicology - University of Texas Medical School 1988

Immunoassay Concepts – Syva 1989

University of Utah, Center for Human Toxicology 1990

American Academy of Forensic Sciences
The Effects of Drugs on Human Behavior: Drugs and Driving
Drugs in the Workplace 1991
Measurement of Human Performance
Impairing Effects of Psychoactive Drugs

Drug-Related Performance Changes
Effects of Amphetamine on Food Intake of Humans
Behavioral Effects of Marijuana
Pharmacology of Cannabis and Behavioral Impairment
Neuromotor Pharmacodynamics of Psychotropic Drugs
Identification of Behaviorally Toxic Drugs in Driving Tests
Profiles of Plasma THC – Acute and Residual Effects

SPECIALIZED TRAINING

Drug Recognition Evaluation – Oregon State Police

Toxicology Symposium - Federal Bureau of Investigation 1992

Implied Consent Program - Oregon State Police Forensic Division 1992

Blood-Breath alcohol Expert Testimony – Oregon State Police Forensic Division 1992

Implied Consent Program, CMI Intoxilyzer 5000 1993
Intoxilyzer 5000 Certification

Clandestine Laboratories - Oregon State Police 1993

Drug Recognition Program – Oregon State Police Forensic Division 1995

Solid phase chromatography – United Chemical Systems 1996

Blood / Breath Alcohol Testing – Oregon State Police 1998

Drug Recognition Expert Section of the International Association of Chiefs of Police; 4th IACP-DRE Drugs, Alcohol and Impaired Driving Training Conference 1998

Forensic Toxicologist Board 1999
Pharmacology of Ethyl Alcohol; Effects on the Body
Gas Chromatography-mass spectrometry
Immunoassays
Cocaine
Marijuana
Antidepressants
Opiates
Benzodiazepines
Heavy Metals
Quantitation by Headspace
Carbon Monoxide Poisoning
Drug Testing in the Work[place

Forensic Symposium on Marijuana – American Academy of Forensic Scientists 2001
Pharmacology of Marijuana
Mechanisms of Marijuana Action –EEG
Pharmacokinetics and Dosing
Plasma-Urine Relationships
Hemp Products
Potency
Quantitative Determination in Physiological Specimens
Human Performance Testing

SPECIALIZED TRAINING

Current Approaches in Forensic Toxicology – American Academy of Forensic Scientists 2001

Methadone Toxicology - Society of Forensic Toxicologist - 2003

Alcohol and the Impaired Driver Conference 2003

Toxicology Sample Preparation -Society of Forensic Toxicologist 2003

DUII Multi-Disciplinary Impaired Driving Training Conference 2003

American Society of Crime Laboratory Directors/Laboratory Accreditation Board (ASCLD/LAB) – Inspector Training / Auditor 2004

Leadership and Influence – Emergency Management Institute 2004

Decision Making and Problem Solving – Emergency Management Institute 2004

Effective Communication – Emergency Management Institute 2004

Basic Incident Command System – Emergency Management Institute 2004

Introduction to Management – Oregon State Police - 2004

Dept. of Homeland Security – National Incident Command Management System – Emergency Management Institute 2004

American Society of Crime Laboratory Directors/Laboratory Accreditation Board (ASCLD/LAB) – ISO/IEC 17025 Inspector Training / Auditor 2005

Time Management – Oregon State Police 2005

Latent Print Processing – Oregon State Police Forensic Division 2005

Preparing Future Leaders – FBI / Univ. of Michigan – Ross School of Business 2005

CMI Intox 5000 update –Oregon State Police Forensic Division 2006

SPECIALIZED TRAINING

CMI Intox 8000 40 hour manufacturer's training and certification 2006

Transportation Security Administration – detection and handling of explosive devices

Ultra-Violet and Infrared Capture of Crime Scene Evidence- West Palm Beach Florida Crime Laboratory 2013

Microanalytical Analysis, Surface Analysis, Time of Flight Mass Spectrometry, SEM: Univ of Oregon Nanoscience 2013

Investigating the Relationship Between Gross Postmortem Change and Mass Loss 2016

Blood-Derived Biomarkers for Estimation of Postmortem Interval (PMI) 2016

Assessment of Infrared (IR) Thermography for the Estimation of Postmortem Interval in Rats 2016

Driving Under the Influence of 5-MAPB (analogs of amphetamine and methamphetamine) 2016

Incidence and Trends of Driving Under the Influence of Zolpidem: Study of Duii Cases from 2001 - 2014 2016

Retrospective Study of Phencyclidine Incidence in Cleveland, OH, in Driving Under the Influence of Drugs and Homicide Cases 2016

Patterns of Drugs And Poisons on Criminal Cases in SE Korea 2016

Case Report: Detection of 25C-NBOMe in Three related Cases 2016

Determination of Synthetic Hallucinogens: 25I, 25C, and 25B-NBOMe by LC/MS/MS 2016

The Rapid Identification of Synthetic Hallucinogens 25I-NBOMe and 2C-B Using DART-MS 2016

Fragmentation Pathways and Structural Characterization of Synthetic Cathinones Using Electrospray Ionization and High Res MS 2016

Development and Validation of a Confirmatory Method for Six Novel Psychoactive Substances in Whole Blood using LC/MS/MS 2016

SPECIALIZED TRAINING

Forensic Medical Evaluation of Fatalities Resulting from Lighter Gas Inhalation
2016

Six fatal hydrogen sulfide poisonings in succession-evaluation of the sulfide quantification method 2016

Rare suicidal intoxication with sodium azide 2016

Epidemiological and toxicological traits in methadone-related deaths: a five-year retrospective study 2016

Detection of metal phosphide poisoning by HS/GC with flame ionization detector 2016

Vitreous humor chemistry of heroin-related deaths as compared with the general population of non-drug-related deaths 2016

A European rave drug fatality in Phoenix Arizona 2016

Dangers of carbon monoxide generated from small internal combustion engines 2016

The analysis of benzodiazepines in dried blood spots using LC/MS/MS 2016

Detecting ketamine in the hair of buried decomposed rats using LC/MS/MS 2016

Detection, quantification, and relative distribution of ketamine, nor ketamine in skeletal tissue of dosed and buried rat remains at different stages of decomposition 2016

Comparison of cocaine concentrations in heart blood, thigh muscles, and thighbone 2016

Methamphetamine, amphetamine, and norephedrine levels in beetles from the consumption of dosed, buried rat remains 2016

Determination of drug distribution and postmortem tissues and bones of pigs administered drugs 2016

Determination of zolpidem in blood from ER patients 2016

Mass spectral library for phosphodiesterase type 5 inhibitors by time of flight mass spectrometry 2016

Effective extraction strategies for buprenorphine in urine, oral fluid, and whole blood using cation-exchange solid phase extraction 2016

Quantification of buprenorphine and postmortem blood and urine by LC/MS/MS 2016

SPECIALIZED TRAINING

The analysis of DMT in plasma by LC/MS/MS 2016

Rapid screening and quantitation of pesticides in biological samples using GC/MS 2016

Analysis of illicit substances in urine by biocompatible solid phase micro extraction and LC/MS/MS 2016

Extraction of selected barbiturates, primidone, and phenytoin from blood using supported liquid extraction columns with GC/MS 2016

Analysis of 6-monacetyl morphine and acetyl codeine in urine of opiate-positive drugs and driving cases 2016

Analysis of opioids in urine specimens by solid phase extraction and ultra performance LC/MS/MS 2016

Comparison of blood concentrations for commonly encountered drugs in postmortem and human performance forensic toxicology cases in San Francisco 2016

Synthetic cannabinoids in drivers: clinical and psychophysical indicators of intoxication 2016

AB-CHMINACA, AB-PINACA, XLR-11, and UR-144 and driver behavior and suspected impaired driving cases in which a drug recognition expert examination was performed 2016

XLR-11 and impaired driving-case reports 2016

Confirmation of synthetic cannabinoids in driving under the influence and sexual assault cases by LC/MS/MS 2016

Indazole-Carboxamide series synthetic cannabinoids and driving impairment 2016

Redesigning the enzyme-linked ELISA screening test and improving sensitivity for driving under the influence of drugs 2016

Zolpidem concentrations found in 644 blood samples submitted for driving under the influence of drugs 2016

Methamphetamine and amphetamine in suspected driving under the influence cases in San Francisco 2016

Blood cannabinoid pharmacokinetics in frequent cannabis smokers after controlled smoked, vaporized, and oral cannabis administration: markers of recent cannabis intake 2016

Neurocognitive performance in occasional and frequent smokers following controlled smoked, vaporized, and oral cannabis administration 2016

SPECIALIZED TRAINING

Ethylone: development and validation of a quantitative LC/MS/MS method with analytical confirmation toxicology casework 2016

Paper spray mass spectrometry for rapid drug screening from dried blood spots 2016

Development and validation of two methods for the analysis of synthetic cannabinoids in whole blood 2016

Case report of AB-FUBINACA exposure with chemical and toxicological confirmation 2016

Cannabinoids receptor bioassay: a characterization of UR-144, XLR-11, and their metabolites 2016

Analysis for synthetic cannabinoids in oral fluid samples 2016

Postmortem findings in deaths related to synthetic cannabinoids 2016

Report of increasing fentanyl deaths in Pennsylvania 2016

The detection of a fentanyl analog in postmortem specimens using LC/MS/MS 2016

Blood clonazepam and 7-aminoclonazepam trends in postmortem and driving under the influence of drug cases 2016

Fatal toxicity involving 3-methoxy phencyclidine 2016

Fatal methadone intoxication in an infant listed as a homicide 2016

Two child fatalities due to heroin/fentanyl exposure 2016

Postmortem pediatric forensic toxicology 2016

NanoMaterials Characterization Workshop
2016
Center for the Advanced Materials Characterization in Oregon (CAMCOR), ONAMI (Oregon Nanoscience and Microtechniques Institute)
Analysis by TEM, EELS, SEM, ToF-SIMS, NMR, TGA, XPS, AFM, XRD, XRR, SAXS
Dr. Hutchinson, U of O
Dr. Warner: Mult-modal Char of Nanomaterials
Dr. Smith: Nanocrystals in Biology-based Fluor Apps

SPECIALIZED TRAINING

Conclusions in Bloodstain Pattern Analysis 2019
National Institute of Justice

Bloodstain Pattern Analysis 2019
J. Morris, Johnson Co SO, Kansas.
IABPA

US Drug Testing Laboratories 2020
Meconium and Umbilical Cord Toxicology

Scientific Foundations of Blood Stain Pattern 2020
IABPA

Potential and Limitations of Artificial Intelligence in BPA
2020
IABPA 2020 Conference (Dr. Attinger)

Staged Scene Revealed by Bloodstain Analysis 2020
IABPA 2020 Conference (L. Santana)

Examination of fly spots using ALS 2020
IABPA 2020 Conference (R. Fox)

Homicide or Suicide? When only the BPA have the answer
2020
IABPA 2020 Conference (D. Soares)

A Review of Backspatter Patterns 2020
IABPA 2020 Conference (J. Morris)

Standards for Bloodstain Pattern Analyst's Training Prog 2020
IABPA 2020 Conference (T. Wolson)

A Perspective Transformation to Correct 2020
Non-perpendicular Bloodstain Pattern Photos on
Flat Surfaces (J. Guzzwell)
IABPA 2020 Conference

Captured on Home Video Surv Video-A Bloodstain Pattern
2020
Analysis Scene
IABPA 2020 Conference (T. Bennett)

Fetal Alcohol Spectrum Disorders in Newborns, Alcohol 2020
Biomarker Testing
United States Drug Testing labs

Recommendations for Drug Testing in Driving Under 2021
the Influence of Drugs (DUID) and Motor Vehicle Fatality Cases

Canadian Blood Drug Concentration Regulations and Drug-Impaired Driving Cases: A Snapshot of Findings in the Province of Québec 2021

SPECIALIZED TRAINING

Pennsylvania Driving Under the Influence of Drugs (DUID) Trends: 2010–2020 2021

The Impact of Reducing the Ethanol Threshold for Performing Drug Testing in Driving While Intoxicated (DWI) Cases 2021

The Rise of Polypharmacy-Impaired Driving Involving Fentanyl 2021

Houston Cocktail: Cases of Driving Under the Influence of Hydrocodone, Alprazolam, and Carisoprodol 2021

An Evaluation of Drug-Facilitated Sexual Assault Cases in the City of Houston, Texas, From 2014 to 2019 2021

Updated Trends and Case Studies in the Lysergic Acid Diethylamide (LSD) Revival 2021

Monitoring of Specialized Internet Forums to Ensure 2021
Complete Toxicology Testing in Suicide Death Investigations

Measuring Inhibition of Neurotransmitter Transport In Vitro to Predict Effects and Abuse Potential of Novel Cathinone-Type Stimulants 2021

Brain Concentrations of 3,4-Methylenedioxypyrovalerone (MDPV) and Its Metabolites in Male Rats: The Relationship to Pharmacodynamic Effects 2021

A Metabolic Profile Determination of 2F-Viminol, A Novel Synthetic Opioid (NSO) Identified in Forensic Investigations 2021

Long-Term Stability Assessment of Fentanyl Analogs in Blood Using Liquid Chromatography/Quadrupole Time-Of-Flight/Mass Spectrometry (LC/QTOF/MS) 2021

Quantitative Forensic Toxicology by Standard Addition: Consideration, Experimentation, and Implementation 2021

The Quantification of Oxycodone and Its Phase I and II Metabolites in Urine 2021

Chiral Separation and Analysis of Methylphenidate, Ethylphenidate, and Ritalinic Acid in Blood by Liquid Chromatography/Tandem Mass Spectrometry (LC/MS/MS) 2021

Cannabis and Driving Throughout the Legalization Process: A Portrait of the Province of Québec, Canada 2021

SPECIALIZED TRAINING

Updated Techniques for Characterizing Cannabis Use 2021

A Determination of Δ-9-Tetrahydrocannabinol (THC) and Cannabidiol (CBD) in Edibles Using Liquid Chromatography/Tandem Mass Spectrometry (LC/MS/MS) 2021

The Prevalence of Cannabidiol (CBD) and Tetrahydrocannabinol (THC) in Federally Regulated Workplace Drug Testing Urine Specimens 2021

A Comparison of Novel Psychoactive Substances (NPS) Positivity in Postmortem Investigations, 2019–2020 2021

A Flualprazolam Study on Postmortem Samples 2021

The Detection of Kavain in Powder: Death Scene Evidence and Postmortem Blood Analysis 2021

Over the Counter (OTC) Drugs Encountered in a Large Population of Postmortem Pediatric Cases 2021

Bladder Wash: A (Not-So) Alternative Specimen for Postmortem Forensic Toxicology 2021

Abuse Deterrent Formulation (ADF) Oxycodone: A Ten-Year Study of Driving Under the Influence of Drugs (DUID) and Postmortem (PM) Oxycodone/Oxymorphone Blood Trends 2021

The Impact of Bullet Caliber and Composition on the Statistical Distribution of Non-Match Scores Based on High-Resolution Topography Measurements 2021

A Validation Study of the Accuracy, Repeatability, and Reproducibility of Firearm Comparisons 2021

Estimating Muzzle-to-Target Distance From the Physical Characteristics of a Bullet Hole 2021

The Interpretation of Gunshot Residues (GSR) at the Activity Level: State of Knowledge 2021

An Investigation Into the Source of Contamination of Gunshot Residue (GSR) Primer Found in an Exam Room Used to Analyze Clothing for GSR 2021

A Novel Machine Learning Approach Based on Quantitative Profile-Profile Relationship (QPPR) to Address Complex Source-Level Problems in the Forensic Analysis of Gunshot Residue (GSR) 2021

SPECIALIZED TRAINING

Clarifying Blood Pool Vocabulary 2021

Validating Fire Debris Classification With Ground Samples 2021

Absorbent Household Materials for the Collection of Ignitable Liquid Residues (ILRs) From Surfaces of Varying Porosity 2021

The Combined Extraction and Analysis of Trace Organic, Inorganic, and Peroxide Explosives Residues 2021

A Comparison of Spectra for Common Dyes on Five Different Mounted and Unmounted Textile Fiber Types Using Raman Spectroscopy 2021

Self-Inflicted Gunshot Wound: Suicide or Accident? You Decide
2021

A Medicolegal Death Investigation and Review of Inhalant-Related Deaths
2021

A Postmortem Medicolegal, Radiological, and Toxicological Investigation in a Case of Suicide by Multiple Stabbings Associated With Ingestion of an N-Hexane Mixture 2021

Deceiving Appearance: Death Due to the Use of the Novel Psychoactive Substance Bromazepam 2021

United States Drug Testing Laboratories 2021
Mechanism of Drugs incorporated in hair
Fingernail drug testing
Trends in ChildGuard testing
by J. Jones PhD

United States Drug Testing Laboratories 2021
Fingernail analysis vs Hair analysis
Fingernail analysis as an alternative
Detection windows of Hair and Fingernails
by J. Jones PhD

Driving Under the Influence of Marijuana: 2021
The Medical Evidence. Rachna Patel. MD
Dallas, Tx

SPECIALIZED TRAINING

United States Drug Testing Laboratories 2021
Alcohol Biomarkers, FASD (Fetal Alcohol Spectrum Disorder), ETG testing in umbilicalcord, FAEE (fatty acid ethyl ester analysis) by J. Jones PhD

United States Drug Testing Laboratories 2021
Confirmation testing
Qualitative v Quantitative analysis
Cutoff levels in toxicology
Interpretation of hair tests
by J. Jones, PhD

International Association of Bloodstain Pattern Analysts 2021
Annual Training Conference
Reconstruction of Cast-Off Bloodstain Patterns
by Attinger
Crime Scenes in Brazil: A Bloodstain Pattern Analyst's Overview

A Case Study: Utilizing BPA to Determine Homicide v. Suicide by Gerad (Utah)
Reconstruction Conclusions in BSPA
J. Morris
The Future of BPA and a study in Microgravity
Recognition of Insect Pattern Evidence Produced by Adult Diptera by Rivers (Maryland)
Examination of Fly Spots using ALS
B Fox
Case Study: A case of Unusual Patterns
J Zakavec

United States Drug Testing Laboratories 2021
Detecting Illicit Fentanyl in Newborns
Umbilical cord tissue detection
Hospital-administered fentanyl levels
Current trends with fentanyl
by J. Jones, PhD

United States Drug Testing Laboratories 2021
Detection of Fentanyl in Hair Specimens
Case reports, relevant data, trends
by J. Jones, PhD

Glock Pistol Toolmarks: A Literature Review and Introduction of Undocumented Toolmarks 2021
National Institute of Justice-Forensic Technology
Mateo Serfontein
Firearms/Tookmark Section
Medical Examiner's Office
Tarrant Co, Texas

SPECIALIZED TRAINING

Standards Development Activities in Forensic Toxicology
Marc LeBeau, PhD* 2022

The Rise of the “Cannabisomers” Jeff Walters 2022

Impaired Driving Cases With Clonazolam
Nicholas B. Tiscione, BS* 2022

Gabapentin in Driving Under the Influence of Drugs (DUID): An Update Jolene Bierly 2022

An Assessment of the National Safety Council’s Tier 1 and Tier 2 Scope Recommendations in Authentic Driving Under the Influence of Drugs (DUID) Cases

Grace Cieri 2022

The Use of Statistical Models to Evaluate Signs of Cannabis Impairment During Drug Recognition Expert (DRE) Evaluations R. Ram 2022

The Development and Validation of an Analytical Method for Ten Novel Designer Benzodiazepines in Blood Using Liquid Chromatography/Tandem Mass Spectrometry (LC/MS/MS) Pucheng Ke 2022

Quantitation of Synthetic Cannabinoid, 5F-MDMB-PICA, and its Metabolites in Authentic Human Biological Samples using Liquid Chromatography Tandem Quadrupole Mass Spectrometry (LC-QQQ-MS) Sara Walton 2022

An Explanation and the Impacts of a Class-Wide Ban on Synthetic Cannabinoids: What Does the Future Hold for This Already Challenging Novel Psychoactive Substances (NPS) Subclass? Alex Krotulski, 2022

The 2021 Novel Psychoactive Substance (NPS) Landscape: The New, the Nuanced, and the Long-Haulers Donna Papsun
2022

Multimodality Surveillance of Adverse Events of Designer Stimulants From 2013 to 2020 Jeri Ropero-Miller 2022

An Evaluation of Enzyme-Linked Immuno-Sorbent Assay (ELISA) for the Detection of Novel Psychoactive Benzodiazepines Christie Mitchell-Mata
2022

SPECIALIZED TRAINING

An Evaluation of Three Extraction Techniques for the Analysis of 11 Drugs and Metabolites in Authentic Hair Reference Material Brianna Spear 2022

Branching Out: A Report of a Fatal Intoxication Case Involving 2-Methyl-2-Butanol Michael Lamb 2022

Fatal Intoxication Involving 2-Methyl AP-237: A Case Report Michael Truver 2022

Drug Taxonomy in Forensic Science Data for Integration Into Medicolegal Death Investigation Systems Alex Krotulski 2022

Postmortem Polysubstance Use Trends in

Tramadol-Positive Cases From 2015–2020 in Pennsylvania
Stephanie Marco 2022

A 3D Origami Paper-Based Microfluidics Device for Creatine Analysis in Urine: A Disposable Tool for Identifying Urine Sample Adulteration by Dilution Giacomo Musile 2022

The Evaluation and Laboratory Testing of Synthetic Urines and Urine Adulterants Available in the United States
Svante Vikingsson 2022

Respiratory Depressant Effects and Pharmacokinetics of Oral Mitragynine (Kratom) and Oxycodone in Rats
Marilyn Huestis 2022

The Application of All Ions Data Acquisition and SureMass Quantitative Data Analysis for Comprehensive Drug Screening Detection in Whole Blood Jessica Ayala 2022

Field Impairment Testing: Establishing the Statistical Variability and Uncertainty of Measurement in the General Population
Lucy Victoria Watson 2022

Taking the Lead: Jan Bashinski and the Development of Modern Analytical Methods for the Chemical Detection of Gunshot Residues Michelle D. Miranda 2022

Standards Development Activities Related to Ignitable Liquids, Explosives (ILE), and Gunshot Residue (GSR)
Brenda Christy 2022

Ricochet of Polymer-Coated Bullets
Stephen Daly 2022

SPECIALIZED TRAINING

The Association of Smokeless Powders and Lab-Generated Residues to Organic GSR Using GC/MS and DART
Lennert 2022

Elemental Profiling of Total GSR using total refelctive X-Ray Fluor Spect - Gong
2022

A Pilot study of lead isotopes and trace Element utility in shooting invest - Flores

2022

A Study on the Longevity of pGSR in an Outdoor Environment
Chany 2022

Probabilistic Interpretation of a Large population study of GSR and background profiles Hoggatt 2022

United States Drug Testing Laboratories 2022
Protecting your Newborn with Forensic Analysis
Forensic analysis vs Clinical analysis
by J. Jones, PhD

United States Drug Testing Laboratories 2022
Prevalence of Fentanyl and Coexposure in Newborns
(21,000 umbilical cords tested)
by M. Jones

United States Drug Testing Laboratories 2023
Xylazine Challenges and Adulterants
by Andre Sukta

PROFESSIONAL AFFILIATIONS

American Academy of Forensic Sciences
American Chemical Society (past member)
International Assoc of Bloodstain Pattern Analysts
Northwest Association of Forensic Scientists (past member)
California Association of Toxicologists (past member)
International Association for Chemical Testing (past member)

PUBLICATIONS RESEARCH

Time of Death in Blacktail Deer, Journal of Forensic Sciences, Vol 28, No. 3 July 1983

Determination of Arsenicals in Submicrogram Quantities, United States Army Research

PUBLICATIONS RESEARCH

Poppy Seed Ingestion - The Oregon Perspective, Journal of Forensic Sciences, Presented to the AAFS July 1992

Drug Testing in DUII Cases, Between the Lines, 1991

Drug Usage on Oregon Highways– Published as a legislative concept regarding DUII laws

Poppy Seed Impairment, DRE Newsletter 1991

The Family of Tryptamines , Northwest Evaluator – 2005

Extention of Drug Impairment Times, Northwest Evaluator 2006

Limit of Detection; A study of Signal-to-Noise Ratio, Oregon State Police Forensic Division training manuals 2006

Blood Toxicology Extraction Procedure Validation Study, Oregon State Police Forensic Division training manuals 2006

The Prosecutor's Guide To Toxicology, Department of Justice 2006

Toxicology to DRE's, Northwest Evaluator - 2007

Blood-Breath Correlation Regarding the CMI 8000 – published as an administrative rule document

"There Is No Magic Pill" presented to Oregon District Attorney's Association

Characteristics of Drivers Impaired by Downside Effects of CNS Stimulant Use, co-authored with Dr. Karl Citek

Alternative Resources for Bloodstain Pattern Analysis International Association of Bloodstain Pattern Analysts 2011

ADDITIONAL ACTIVITIES

One year research for DUII legislative proposal.
Testify to Oregon Legislature regarding DUII laws.
Analyze and compare tissue trauma wounds from medical examiner cases

PRESENTATIONS

Controlled alcohol consumption / blood-breath correlation - impairment workshops.

Crime scene-blood spatter / reconstruction seminars presented to police officers.

Provide consultation and lectures to medical and forensic experts regarding technical aspects of toxicology (e.g. Dr. William Brady, Dr. Robert Julien)

Northwest Fire and Arson Seminar

Drug Recognition School 1995-2007

District Attorney's Association –Inhalant Toxicology

Clinical Drug Rehabilitation Agencies, presented annually

"Victimless Crimes" –District Attorney's Association

"Drug Facilitated Rape" – District Attorney's Association

Oregon State Police Forensic Academy

University of Oregon Law School – Toxicology Concepts

Toxicology / alcohol seminars
Defense Seminar April: co-lecture with Dr. Julien 2005
Univ. of Ore. Law School-– 2006/2008/2010
Josephine Public Defenders Office – 2004

Toxicology seminars to courts / judges

Toxicology seminars to clinical drug staff

DUII Multi-Disciplinary Seminar

DUII Homicides – "Lethal Weapon"

"Prosecuting the Drugged Driver", presented annually

Forensic Toxicology and Oregon's DRE Program –
Oregon Judge's Conference – Sept 2007

Forensic Toxicology: Oregon State Bar Association 2010

Forensic Toxicology – OCDLA 2010
Crime Scene Analysis
Blood Spatter Analysis
Trauma Wound Analysis

PRESENTATIONS

Forensic Toxicology – OCDLA - 2011
Trauma Wound Analysis

Univ. of Oregon Law School – 2011
Forensic Science

Forensic Toxicology – OCDLA	2012
Forensic Toxicology- OCDLA	2014
Forensic toxicology – Washington State Defense Attorney's Association	2014
Forensic Toxicology/Forensic Science – Idaho State Defense Attorney's Association	2015
Forensic Toxicology - OCDLA	2017
DUII Science for Attorneys – OCDLA	2018
Determination of Time of Use Based on marijuana Metabolites in Urine - Polk Co Law Firm	2020
Toxicology for Attorneys - Eugene Public Defender's Office	2022

AWARDS

Oregon District Attorneys Association: recognizing my contribution and research in DUII enforcement

DUII Task Force: recognizing my achievements in their program

DRE program: recognition from the OSP re Impaired Driving

Specimen Result Certificate

Printed by : MRO 3800 - Alexander, M.D., Michelle Report printed on : 2/14/2024 4:23:23 PM

Attention:
Tracy Williams
Portland Pub Schools/Custodial Services
501 N Dixon St
Portland, OR 97227

Collection Site:
2506-Concentra Medical Center - Airport Portland
12518 NE AIRPORT WAY
STE 110
PORTLAND, OR, 97230

Verification Date: 9/1/2023 3:29:55 PM

Medical Review Officer:
Michelle Alexander, M.D.
8140 Ward ParkwaySuite 300
Kansas City MO 64114
888-382-2281

Donor Name: Williams, Nathaniel J
Donor SSN: [redacted]
Date of Test: 8/25/2023
[redacted]
Other ID:
Reason for Test: Reasonable Suspicion/Cause

Regulation: Non-DOT
Laboratory: Quest Diagnostics
Specimen Type: Urine

Drugs Tested:

Drug Name	Result	Laboratory Screening Cutoff *	Laboratory Confirmation Cutoff *	Drug Name	Result	Laboratory Screening Cutoff *	Laboratory Confirmation Cutoff *
Marijuana	Negative	50	15	PCP	Negative	25	25
Cocaine	Negative	300	150	Barbiturates	Negative	300	300
Amphetamines	Negative			Benzodiazepines	Negative	300	300
Methamphetamine	**Positive**	**ng/mL**	**500 ng/mL**	Methadone	Negative	300	300
Opiates	Negative	2000	2000	MDMA/MDA	Negative	500	250

Final Result Disposition: **Positive**

Remarks:
Amended Report

* Represents laboratory screening and confirmation values. † Represents class (Sub-Class Abbreviation)

Daniel T. Anderson, M.S., D-ABFT-FT, ABC-GKE
Toxicologist IV

NMS Labs
200 Welsh Road, Horsham, Pennsylvania 19044
Phone: 844-276-0768

EDUCATION

University of New Haven, New Haven, CT **1988-1990**
Master of Science - Forensic Science

Colorado State University, Fort Collins, CO **1984-1988**
Bachelor of Science - Zoology, Forensic Biology Concentration

EXPERIENCE

NMS Labs, Horsham, PA **January 2021-Present**
Toxicologist IV (Title change in September 2022)

Colorado Bureau of Investigation, Denver, CO **January 2015-January 2021**
Toxicology/Laboratory Manager - Toxicology (January 2015 - January 2021)
Laboratory Manager-Drug Chemistry (June 2017-August 2019)

Los Angeles County Department of Medical Examiner-Coroner, Los Angeles, CA **1995-2015**
Interim Chief-Forensic Science Laboratories (2014-2015) **1990-1994**
Supervising Criminalist II (1999-2014) - Toxicology
Supervising Criminalist I (1995-1999) - Toxicology
Criminalist & Senior Criminalist (1990-1994) - Toxicology

Ventura County Sheriff's Department, Ventura, CA **1994-1995**
Criminalist III - Toxicology and Drug Chemistry

CERTIFICATION & LICENSURE

American Board of Forensic Toxicology (ABFT) **2007-Present**
Diplomate Forensic Toxicology

American Board of Criminalistics (ABC) **1998-Present**
General Knowledge Examination

Texas General Forensic Analyst Licensing #1805 **January 2023 - February 2025**
Ohio Department of Health Alcohol & Drug Testing #4376-LT **since November 2022**
Wyoming Department of Health #2021-232 **since August 2022**
North Carolina Department of Health and Human Services #657 **since July 2022**

PROFESSIONAL AFFILIATIONS

American Academy of Forensic Sciences (AAFS) **1990-Present**
Fellow - Toxicology

- Board of Directors (Director (Toxicology) 2023-Present)
- Academy Standards Board (ASB) - Vice Chair (2023-present), Board of Directors (2022-2023)
- Board of Trustees, Forensic Science Foundation (2015-2019)
- Toxicology Section Chair, Secretary, Scientific Program Co-Chair (2014-2017)
- Toxicology Section Ray Abernathy Award Recipient (February 2011)

California Association of Toxicologists (CAT) **1992-Present**
Member - Toxicology

- Quality Control/Quality assurance Chairperson (2000-January 2007)
- New Drugs Associate Editor, CAT Newsletter (2002-December 2014)
- President (2005-2006)
- Vice President, Past President, Member-at-Large South (2007-November 2009)

Society of Forensic Toxicologists (SOFT) **1997-Present**
Member - Toxicology

- Co-Host SOFT 2023 Annual Meeting, Denver, CO
- Co-Host SOFT-TIAFT 2017 Annual Meeting, Boca Raton, FL (2018)
- President 2013
- Board of Directors (Director, Secretary, Vice President 2008-2012)
- ToxTalk Associate Editor (2001-July 2016)
- Workshop Coordinator Annual Meeting (Phoenix, AZ 2008)
- Journal of Analytical Toxicology Special Edition Editor (Phoenix, AZ 2008)

American Society of Crime Laboratory Directors (ASCLD) **2017-2019**
Member

California Association of Criminalists (CAC) **1991-2003**
Member

- Co-Host of the Annual Meeting, Huntington Beach, CA (2003)

American Board of Forensic Toxicologists (ABFT)
Assessor **2009-2019**
Board of Directors **July 2018-June 2020**
Treasurer **July 2020- July 2023**
Vice President **July 2023-Present**

ANAB and ASCLD-LAB (American Society of Crime Laboratory Directors / Laboratory Accreditation Board) **2016-Present**
Assessor

Journal of Analytical Toxicology (JAT) **2010-Present**
Editorial Advisory Board

Journal of Forensic Sciences (JoFS) **2015-Present**
Editorial Board

National Institute of Justice-General Forensics Research and Development Technology Working Group (NIJ-TWG) **2010-2020**
Invited Member

Scientific Working Group-Toxicology (SWGTOX) **2011-2014**
Invited Member

OSAC, Toxicology Committee Sub discipline
Invited Member **2015-Sept 2020**
Invited Member **Oct 2021-Present**

National Safety Council-Alcohol, Drugs, and Impairment Division **2015-present**

Daniel T. Anderson, M.S., D-ABFT-FT, ABC-GKE
Toxicologist IV

NMS Labs
200 Welsh Road, Horsham, Pennsylvania 19044
Phone: 844-276-0768

Nominated member

PUBLICATIONS (Peer Reviewed)

- Anderson, Anderson, Harre, & Wade. *Two Fatal Case Reports of Acute Yohimbine Intoxication.* Journal of Analytical Toxicology-Special Issue, September 2013.
- Miller, Pleitez, Anderson, Mertens-Maxham, Wade. *Asenapine (Saphris®): GC-MS Method Validation and the Postmortem Distribution of a New Atypical Antipsychotic Medication.* Journal of Analytical Toxicology-Special Issue, September 2013.
- McIntyre and Anderson. *Postmortem Fentanyl Concentrations: A Review.* Journal of Forensic Research, July 2012, Volume 8, Issue 8: 1000157
- Anderson & Elbogen. *Determination of Specific Absorbance (A¦) for Zaleplon (Sonata®) by Spectrophotometry.* Special Edition of the Journal of Analytical Toxicology, October 2009, Volume 33: 478-480.
- Anderson & Budd. *Zaleplon (Sonata®) Analysis in Postmortem Specimens by Gas Chromatography-Electron Capture Detection.* Special Edition of the Journal of Analytical Toxicology, October 2009, Volume 33: 481-485.
- Anderson, Special Editor, representing Society of Forensic Toxicologists Inc., for the Special Edition of Journal Analytical Toxicology, October 2008 Volume 32, No. 8 529-720.
- Anderson, Reed, Lintemoot, Kegler, DeQuintana, Sandberg, and Muto. *A First Look at Duloxetine (Cymbalta®) in a Postmortem Laboratory.* Journal of Analytical Toxicology, October 2006, Volume 30: 576-580.
- Anderson, Fritz, & Muto. *Oxycontin® : The Concept of a 'Ghost Pill' and the Postmortem Tissue Distribution of Oxycodone in 36 Cases.* Journal of Analytical Toxicology, October 2002, Volume 26: 448-459.
- Anderson & Muto. *Duragesic Transdermal Patch: Postmortem Tissue Distribution of Fentanyl in 25 Cases.* Journal of Analytical Toxicology, October 2000, Volume 24: 627-634.
- Anderson & Fritz. *Case Report: Quetiapine (Seroquel®) Concentrations in Seven Postmortem Cases.* Journal of Analytical Toxicology, May/June 2000, Volume 24: 300-304.
- Anderson, Fritz & Muto. *Distribution of Mirtazapine in Thirteen Postmortem Cases.* Journal of Analytical Toxicology, October 1999, Volume 23: 544-8.
- Anderson, Chwa, Moriya, Muto, Noguchi, Ishizu. *Postmortem Cocaethylene Levels in the Blood of Cocaine Abusers Associated with Drinking.* Jpn Journal of Forensic Toxicology, Vol. 12, No. 3, 1994, 192-198.
- Rogers, Anderson, Ribe & Sathyavagiswaren. *Fatal Flecainide Intoxication.* Journal of Analytical Toxicology, Vol. 17, No. 7, Nov/Dec 1993, pp. 434-435.
- Lee, Pagliaro, Berka, Folk, Anderson, Ruano, Keith, Phipps, Herrin, Garner, et al. *Genetic Markers in Human Bone: I. Deoxyribonucleic Acid (DNA), Analysis.* Journal of Forensic Sciences, JFSCA, Vol. 36, No. 2, March 1991, pp. 320-330.

PUBLICATIONS (Non-Peer Reviewed)

- Anderson. *New Drug: Vilazodone (Viibyrd®).* Society of Forensic Toxicologists, ToxTalk. Vol. 36, Issue 1, March 2012, pp 16.
- Anderson and Lyons. *TECH-IN Duloxetine (Cymbalta®).* Society of Forensic Toxicologists ToxTalk. Vol. 36, Issue 1, March 2012, pp 14-15.
- Anderson and deQuintana. *New Drug: Asenapine (Saphris®).* Society of Forensic Toxicologists ToxTalk. Vol. 35, Issue 1, March 2011, pp 23.
- Anderson, deQuintana, and Valencia. *New Drug: Tapentadol (Nucynta®).* Society of Forensic Toxicologists ToxTalk. Vol. 34, Issue 3, September 2010, pp 22-23.

- Anderson. *New Drug: Iloperidone (Fanapt®)*. Society of Forensic Toxicologists ToxTalk. Vol. 33, Issue 3, September 2009, pp 11.
- Lintemoot and Anderson. *New Drug: Ambroxol*. Society of Forensic Toxicologists ToxTalk. Vol. 32, Issue 4, December 2008, pp 24.
- Anderson and Sandberg. *New Drug: Ropivicaine (Naropin®)*. Society of Forensic Toxicologists ToxTalk. Vol. 29, Issue 3, September 2005, pp 12.
- Anderson. *New Drug: Atomoxetine (Strattera®)*. Society of Forensic Toxicologists ToxTalk. Vol. 28, Issue 1, March 2004, pp 9.
- Anderson. *New Drug: Duloxetine (Cymbalta®)*. Society of Forensic Toxicologists ToxTalk. Vol. 28, Issue 3, September 2004, pp 14.
- Anderson. *New Drug: Aripiprazole (Abilify®)*. Society of Forensic Toxicologists ToxTalk. Vol. 27, Issue 2, June 2003, pp 8.
- Anderson. *New Drug: Clobenzorex (Asenlix®, Dinintel®, Finedal®)*. Society of Forensic Toxicologists ToxTalk. Vol. 25, Issue 1, March 2001, pp 8.
- Anderson. *New Drug: Reboxetine (Vestra®)*. Society of Forensic Toxicologists ToxTalk. Vol. 25, Issue 1, March 2001, pp 9.

PRESENTATIONS

- "Toxicology: Testing and Trends". Minnesota Coroner/Medical Examiner Association (remote). September 22, 2022.
- "Medicines of the Mind: Antidepressants and Antipyschotics". CSFRE Pathology Fellows Training course (Remote). September 20, 2022.
- "Overview of Forensic Toxicology Practices". CFSRE/NAME/NNPHI Webinar Introduction to Drug Caused and Related Death Investigation. September 24, 2021 & March 09, 2022.
- "Toxicology: Instrumentation Methodology, and Workflows". ASCLD Train the Director Series Webinar-RTI International, Center of Forensic Sciences, Forensic Technology Center of Excellence, February 06. 2020.
- "Evaluating Current Practices for Conformance - Nonconforming Work and Corrective Action" Society of Forensic Toxicologists Workshop ANAB ISO 17025: 2017 & ABFT Accreditation-Bridging the Gaps, San Antonio, TX. October 14, 2019.
- "Overview of the Lifecycle of a Toxicology Sample". National Highway Traffic Safety Administration (NHTSA) Prosecutor and Toxicologist Guide to Effective Communication in Impaired Driving Cases. Lakewood, CO. December 18, 2018.
- "Forensic Analysis in the Weeds: Catching the Rocky Mountain High in the Age of Legalized Marijuana" Invited Speaker-Medical College of Wisconsin, Milwaukee, WI June 8, 2018.
- "Los Angeles County Coroner-Medical Examiner: A Toxicologist's Experience with High-Profile Cases" Colorado Coroner's Association, Fort Collins, CO June 6, 2018.
- "Postmortem Forensic Toxicology: From Specimen collection to Result Interpretation and Everything In-between!" Colorado Coroner's Association, Grand Junction October 04, 2017.
- "Colorado - Some Rocky Mountain High Wisdom for Testing and Prosecuting DUI/DUID Casework." International Association of Chiefs of Police Drug Recognition Expert (IACP-DRE) Annual conference, National Harbor, MD August 12-14, 2017.
- "A Toxicology Error: The Beginning of the End?" ASCLD Annual Meeting, Dallas, TX May 4, 2017.
- "Forensic Toxicology: Tale of Two Different Experiences - Postmortem casework from Los Angeles and the Rocky Mountain Antemortem High", 27th Annual John R. Teggatz Science Seminar, Milwaukee, WI November 2, 2016.
- "Postmortem Case Investigation-The Forensic Toxicologist's Worldview" Wisconsin State Laboratory of Hygiene Medical Examiner Symposium, Madison, WI July 15, 2016

- "Postmortem Toxicology Testing: From Autopsy to Interpretation", Society of Forensic Toxicologists Annual Meeting, Atlanta, GA October 19, 2015.
- "The Challenges of Building a Quality Program in a New Laboratory" Quality in Laboratories Finding a Balance, Atlanta, GA October 19, 2015.
- "Medicines of the Mind" -The Psychological Autopsy: Toxicology and Psychiatry/ Behavioral Sciences in a Working Relationship. American Academy of Forensic Sciences, Orlando, FL, February 19, 2015.
- "A Toxicology Case Study of a High Profile Celebrity Death", International Association of Chemical Testing (IACT), April 7, 2014, Newport Beach, CA.
- "Where the Wild Things Are: Oleander Poisoning", West Coast Training Conference, April 24, 2014, North Hollywood, CA.
- "Summary of Drug Contamination of Case Specimens by a Blender Carafe", Root Cause Analysis - When Blaming the Analyst Completely Misses the Point Workshop. American Academy of Forensic Sciences Annual Meeting, February 17, 2014, Seattle, WA.
- "Michael Jackson: Role of the Toxicologist in the Lab and the Courtroom", Society of Forensic Toxicologists Annual Meeting, October 28, 2013, Orlando, FL.
- "Forensic Science Laboratories", Los Angeles Public Defenders Investigator Training, October 15, 2013, Los Angeles, CA.
- "Forensic Toxicology: The Ever So Fluid and Dynamic Discipline of Forensic Science" American Academy of Forensic Sciences-Young Forensic Scientists Forum, February 19, 2013, Washington DC.
- "Michael Jackson-The Importance of Toxicology."
    - American Society of Anesthesiology, October 13, 2012, Washington DC
    - West Cost Training Conference, October 26, 2012, North Hollywood, CA.
- "When Actors Don't follow the 'Script' The Physical and Social Dangers of Combining Prescription Medication High Profile Celebrity Deaths" National Institute of Justice (NIJ) Annual Conference, June 19, 2012. Washington, DC.
- "The LA Way of Analyzing THC/THC-COOH from Postmortem Specimens", California Association of Toxicologists, May 5, 2012, San Jose, CA.
- "Living in a Cloud of Volatiles", Northeastern Association of Forensic Scientists, November 3, 2011, Newport, RI.
- "Celebrity Deaths and the Duties of a Criminalist at the Los Angeles County Coroner",
    - Northeastern Association of Forensic Scientists, November 4, 2011. Newport, RI.
    - Alberta Society of Human Toxicology, March 3, 2012. Kananaskis, Alberta, Canada
- "Aspects of Postmortem Testimony, Mistakes Made, and Other Tidbits...", Society of Forensic Toxicologists Annual Meeting: Forensic Toxicology Expert Witness Testimony: What to Expect and How to Prepare Workshop. September 27, 2011 San Francisco, CA.
- "And Lets Not Forget about MDMA..." California Association of Toxicologists, May 6, 2011 Napa, CA.
- "Postmortem Toxicology: Interpretative Resources" Los Angeles County Department of Coroner Continuing Medical Education. March 9, 2011 Los Angeles, CA.
- "Postmortem Toxicology: Interpretative Resources" American Academy of Forensic Sciences-Tips and Tricks to Improve the Interpretative Value of Postmortem Toxicology. February 21, 2011 Chicago, IL.
- "Forensic Toxicology", USC RSCI-525: Introduction to Food & Drug Toxicology, February 12, 2011 & February 9, 2013 - USC Health Science Campus, Los Angeles, CA
- "Cross Reactivity", Getting the Most from ELISA: Tips and Tricks for the Professional Toxicologist Workshop, October 18, 2010 Society of Forensic Toxicologists - Richmond, VA

- "Using Pharmacology in the Interpretation of Postmortem Cases", SOFT Continuing Education Workshop/NYSD of CJS, June 8, 2010 - Albany, NY
- "Celebrity Deaths in LaLa Land-The Importance of Forensic Toxicology", Mid-Atlantic Society of Toxicologists, May 12, 2010 - Iselin, NJ
- "Toxicology", Los Angeles County District Attorney Training, March 17, 2010, Los Angeles, CA.
- "Sedative-Hypnotics", "Newer" Prescription Drugs: Impairment Potential & Identified Polypharmacy Workshop. Society of Forensic Toxicologists, October 20, 2009-Oklahoma City, OK.
- "Using Pharmacology in the Interpretation of Postmortem Toxicology Cases", California Association of Toxicologists, January 17, 2009 - San Francisco, CA
- "You're More Than a Toxicologist in the Field of Postmortem Toxicology" American College of Toxicology, November 12, 2008 - Tucson, AZ
- "Postmortem Opiate Interpretation - What a Pain in the Rear" Pain Management and Addiction Workshop, SOFT 2008 - Phoenix, AZ
- "Sample Preparation, GC Instrumentation, and More"
    - "Spirit Lifting and Mind Clearing-Antidepressant and Antipsychotic Medications"
    - "Drug-Facilitated Sexual Assault: Challenges and Solutions for Toxicologists" Midwest Forensics Resource Center Toxicology Symposium, Ames, IA August 2008
- "Mis-Use, Abuse, and Suicide(?) with Ecstasy/MDMA", California Association of Toxicologists, Palm Springs, CA November 2006
- "The Reality! Validation or Shotgun Chemistry?" Method Validation and Measurement of Uncertainty for Dummies...and Smarties, Too Workshop, Austin, TX October 2006.
- "The LA Way" Society of Forensic Toxicologists - The Postmortem Blood Drug Screen: Analytical and Managerial Approaches Workshop, Nashville, TN October 2005
- "New Drugs and Trends", California Association of Toxicologists-Round Table Discussion, Sacramento, CA March, 2005
- "Living in Cloud of Volatiles", West Coast Seminar-LA County Coroner, North Hollywood, CA November, 2004
- "It's Only Just Begun! A Postmortem Tissue Distribution of Strattera® or Atomoxetine in Two Fatalities", Society of Forensic Toxicologists, Washington D.C., August/Sept. 2004
- "Up, Up,... and Away! Living in Cloud of Volatiles", California Association of Toxicologists, Pasadena, CA June 2004
- "Where the Wild Things Are: Oleander and Other Weeds", California Association of Toxicologists, Oakland, CA March 2004, West Coast Seminar, North Hollywood, CA April 2014, & LA County ME-Coroner Forensic Science Seminar, Los Angeles, CA September 2014
- "Symbiotic Relationship between the Toxicologist and Numerology", Joint Meeting of the California Association of Toxicologists and Southwestern Association of Toxicologists, Albuquerque, NM, May 2003
- "Atypical Antipsychotics-Medicines for the Mind", American Academy of Forensic Sciences, Chicago, IL February 2003
- "Approaches to Analyzing for New Drugs," California Association of Toxicologists, San Jose, CA February 2002
- "Postmortem Cases Involving Oxycontin®," Society of Forensic Toxicologists Annual Seminar, New Orleans, LA October 2001
- "GHB-Roundtable Discussion", California Association of Toxicologists, Oakland, CA February 2001
- "Tissue Distribution of Paroxetine (Paxil) in Sixty-five Postmortem Cases," Society of Forensic Toxicologists Annual Seminar, Milwaukee, WI, October 2000

- "Case Report: Postmortem Tissue Distribution of Gamma Hydroxybutyrate (GHB) and Gamma Butyrolactone (GBL) in a Single Fatality," Society of Forensic Toxicologists Annual Seminar, Milwaukee, WI, October 2000
- "Forensic Toxicology of Opiate Alkaloids and Synthetic Analgesics-Fentanyl" American Academy of Forensic Sciences Annual Meeting, Reno, NV February 2000
- "Pharmaceutical Medication (Basic Drugs): Extraction and Analytical Information," California Association of Toxicologists Quarterly Meeting, San Diego Nov. 1999
- "Zolpidem," Pharmacology Reviews I: Selected New Drugs Workshop, Society of Forensic Toxicologists Annual Seminar, San Juan, Puerto Rico, October 1999
- "Case Study: Duragesic Patch® - Postmortem Tissue Distribution of Fentanyl in Twenty-five Fatalities," Society of Forensic Toxicologists Annual Seminar, San Juan, Puerto Rico, October 1999
- "Thirty-Five Case Studies Involving Postmortem Tissue Distributions of Olanzapine (Zyprexa®)," Society of Forensic Toxicologists Annual Seminar, Albuquerque, NM October 1998
- "Postmortem Tissue Distribution of Mirtazapine (Remeron®)," Society of Forensic Toxicologists Annual Seminar, Albuquerque, NM, October 1998
- "Gamma Hydroxybutyrate (GHB), Scientific and Analytical Aspects," California State Coroner's Association Advanced Training, Riverside, CA September 1998
- "Endogenous Gamma Hydroxybutyrate (GHB) Levels in Postmortem Specimens," CAT/NWAFS/SWAFS/SAT Combined Professional Meeting, Las Vegas, NV November 1997 (Recipient of the CAT Scholarship/Research Assistance Grant)
- "The Effects of Formalin Fixation on Postmortem Livers: Cocaine & Opiates," California Association of Toxicologists, San Pedro, CA May 1997
- "Postmortem Tissue Distribution of Venlafaxine: Six Case Studies," Society of Forensic Toxicologists Annual Seminar, Denver, CO October 1996
- "Two Overdose Fatalities Involving Health Care Professionals: Postmortem Tissue Distribution of Fentanyl," Society of Forensic Toxicologists Annual Seminar, Denver, CO October 1996
- "Jin Bu Huan; A Toxicological Analysis of Tetrahydropalmatine,"
  - California Association of Criminalists Annual Seminar, San Pedro, CA October, 1995
  - Society of Forensic Toxicologists Annual Seminar, Denver, CO October 1996
- "Analysis of a Bupropion Overdose and the Tissue Distribution of its Metabolites," American Academy of Forensic Sciences Annual Seminar (Toxicology Section), Boston, MA February 1993.

CONTINUING EDUCATION

2024

- American Academy of Forensic Sciences Annual Meeting, Orlando, FL February 21-23, 2024

2023

- American Academy of Forensic Sciences Annual Meeting, Orlando, FL February 15-17, 2023
  - Workshop 10: Reefer Madness. The History of THC Psychosis and Modern Adverse Events (half-day) February 13, 2023.
  - Workshop 26: Taming the Wild West of Workflows for Opioids, Emerging and Controversial Drug Threats (half-day) February 14, 2023.
- Society of Forensic Toxicologists Annual Meeting, Denver, CO October 30-November 03, 2023.
  - Workshop 4: From Bottle to Backpack-Introduction to Pediatric Toxicology Part I.
  - Workshop 7: Cannabis Testimony in Today's Environment.
  - Workshop 12: Drug-Facilitated Crimes (DFC) Analytical Methods and Statistics Part I.

Daniel T. Anderson, M.S., D-ABFT-FT, ABC-GKE
Toxicologist IV

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2022

- Society of Forensic Toxicologists Annual Meeting, Cleveland, OH October 31-November 04, 2022.
  - Workshop 4: Method of Standard Addition for Analyte Quantification for Application to Postmortem Matrices and Novel Psychoactive Substances (half-day).
  - Workshop 6: Drugs and Behavior: The role of Forensic Toxicology (half-day).
- Organization of Scientific Area Committees (OSAC) Meeting, Orlando, FL June 14-17, 2022.
- ANAB Laboratory Assessment-Toxicology Technical Assessor, Lake Charles, LA May 16-17, 2022.
- American Academy of Forensic Sciences Annual Meeting, Seattle, WA February 21, 2022
  - Workshop 9: Forensic Science Standards Development and Implementation

2021

- Society of Forensic Toxicologists Annual Meeting, Nashville, TN September 27-October 1, 2021.
  - Workshop 5: Alcohol Calculations
  - Workshop 8: Poisons
- CFSRE/NAME/NNPHI Webinar Introduction to Drug Caused and Related Death Investigation.
  - Module 1: September 23-24, 2021.
  - Module 2: October 27-29, 2021.
- California Association of Toxicologists Semi-Annual Meeting
  -Virtual -7 content hours, August 4-5, 2021.
- Robert F. Borkenstein Course on Alcohol and Highway Safety: Testing, Research and Litigation - Virtual -30 content hours, May 18-27, 2021.

2020

- Society of Forensic Toxicologists Annual Meeting (Virtual) September 2020.
  - Workshop 2: Cannabis Impaired Driving: Where are we in 2020? September 22, 2020.
- Organization of Scientific Area Committees (OSAC) Meeting, Oklahoma City, OK March 10-13, 2020.
- American Academy of Forensic Sciences Annual Meeting, Anaheim, CA February 19-21, 2020.
  - Workshop 4: The Impact of the 2018 Farm Bill on the Forensic Analysis of Cannabis. February 17, 2020.

2019

- Society of Forensic Toxicologists Annual Meeting, San Antonio, TX October 14-18, 2019.
  - Workshop: ANAB ISO 17025: 2017 & ABFT Accreditation-Bridging the Gaps
  - Workshop: National Safety Council/OSAC Recommendations for DUID Testing: Scope, Cutoffs, Specimens
- Organization of Scientific Area Committees (OSAC) Meeting, Orlando, FL July 09-12, 2019.
- American Academy of Forensic Sciences Annual Meeting, Baltimore, MD February 20-22, 2019.
  - Novel Psychoactive Substance (NPD) Surveillance, Detection, and Intelligence for Use by Forensic Laboratories, Public Health, and Public Safety Workshop February 21, 2019.
- ANAB Laboratory Assessment-Toxicology Assessor, Toronto, Canada January 28-31, 2019.

2018

- National Highway Traffic Safety Administration (NHTSA) Prosecutor and Toxicologist Guide to Effective Communication in Impaired Driving Cases. Lakewood, CO December 18 & 19, 2018.
- ANAB Laboratory Assessment-Toxicology Assessor, Phoenix, AZ December 3-6, 2018.
- National Institute of Justice (NIJ) - Technical Working Group (TWG) Toxicology & Drug Chemistry, Washington DC November 14-15, 2018.
- Organization of Scientific Area Committees (OSAC) Meeting, Houston, TX November 5-8, 2018.
- Society of Forensic Toxicologists Annual Meeting, Minneapolis, MN October 8-12, 2018.

- Workshop: Risky Business: The dance between ISO/IEC 17025:2017's Risk Based Requirements and Forensic Toxicology Laboratories.

- ANAB Laboratory Assessment-Toxicology Assessor, Little Rock, AR April 30-May 3, 2018.
- Organization of Scientific Area Committees (OSAC) Meeting, Chicago, IL March 13-16, 2018.
- Colorado Drug Recognition Expert (DRE) Conference, Pueblo, CO February 26-28, 2018.
- American Academy of Forensic Sciences Annual Meeting, Seattle, WA February 21-23, 2018.
- National Institute of Justice (NIJ) - Technical Working Group (TWG) Toxicology & Drug Chemistry, Washington DC, February 7-8, 2018.
- Society of Forensic Toxicologists Annual Meeting, Boca Raton, FL January 7-11, 2018.

2017

- Colorado Coroner's Association Annual Meeting, Grand Junction October 04, 2017.
- Marijuana DUI Investigations with Green Lab. Grand Junction, CO Sept. 19-20, 2017.
- International Association of Chiefs of Police Drug Recognition Expert (IACP-DRE) Annual conference, National Harbor, MD August 12-14, 2017.
- CDOT Highway Safety Office Road Health Summit, Breckenridge, CO July 10-11, 2017.
- Colorado Coroners Association Annual 3-Day Meeting, Colorado Springs, CO June 7-9, 2017.
- California Association of Toxicologists Semi Annual meeting, San Diego, CA May 5-6, 2017.
- ASCLD Leadership Academy (40 hours), ASCLD, Dallas, TX January 26-April 13, 2017 & April 30-May 1, 2017.
- ASCLD-LAB Assessment - Alaska Crime Detection Laboratory, January 30-February 2, 2017.
- American Academy of Forensic Sciences annual meeting, New Orleans, LA (3 days).
  - Workshop: The Opioid Epidemic: Trends, Challenges, and a Path Forward.
- Participation in the 2017 OSAC Toxicology Sub-committee meeting, Leesburg, VA (April-3 days).
- International Association for Chemical Testing (IACT) Annual Meeting, Colorado Springs, CO (April-1 day).

2016

- Participation in the 2016 OSAC Toxicology Sub-committee meeting, Leesburg, VA (3 days).
- American Academy of Forensic Sciences annual meeting, Las Vegas, NV (5 days with workshops).
  - Workshop: Advanced MS Techniques for Forensic Analysis: What does the future hold.
  - Workshop: Vaping: What you don't know about Electronic Cigarettes - And why you should care.
- CBI New Supervisor Training, Denver, CO.
- Wisconsin State Laboratory of Hygiene Medical Examiner Symposium (1 day).
- "Time Management 360 degrees", Denver, CO (1 day).
- Participation in the OSAC Toxicology Sub-committee meeting, Phoenix, AZ (3 days).
- Society of Forensic Toxicologists annual meeting, Dallas, TX (5 days with workshops).
  - Workshop: Alcohol Concentration Extrapolation.
  - Workshop: Toxicology of Designer Benzodiazepines and Opioids.
  - Workshop: Lean Six Sigma White Belt Training.
- Participation in Consensus Meeting of the National Safety Council (NSC) DUID Laboratory Survey Project, Philadelphia, PA (1.5 days).
- Participation in the National Institute of Justice (NIJ) sponsored Forensic Science Technology. Working Group (TWG) meeting, Washington D.C. (1.5 days).

2015

- American Academy of Forensic Sciences annual meeting, Orlando, FL.
- ASCLD-LAB Assessors Training Course, Denver, CO.
- Postmortem Toxicology: From Autopsy to Interpretation, SOFT, Atlanta GA.
- Managing a Forensic Toxicology Laboratory: A New Mindset and Approach, SOFT, Atlanta, GA.

- Quality in Laboratories, Finding the Balance, SOFT, Atlanta, GA.
- Society of Forensic Toxicology annual meeting, Atlanta, GA.

2014

- Root Cause Analysis - When Blaming the Analyst Completely Misses the Point Workshop, AAFS, Seattle, WA.
- The Opioid Epidemic and the Medical Examiner Recommendations for the Investigation, Diagnosis, and Certification of Deaths Related to Opioid Drugs, NAME Interim Program, Seattle, WA.
- A Practical Approach to Calculating and Reducing Uncertainty of Measurement in the Laboratory, SOFT, Grand Rapids, MI.
- American Academy of Forensic Sciences annual meeting, Seattle, WA.
- Society of Forensic Toxicologists annual meeting, Grand Rapids, MI

2013

- Melendez-Diaz, Bullcoming, and Williams: Scientific Evidence and the Right to Confrontation, AAFS, Washington DC
- A National Forensic Sciences Enterprise and Transparency in Forensic Science: Legal and Practitioner Views on our Path Forward, AAFS, Washington DC
- High Profile Cases in Toxicology-Lessons Learned, SOFT, Orlando, FL
- SWGTOX Standard Practices for Method Validation in Forensic Toxicology, SOFT, Orlando, FL
- Marijuana: Old Drug, New Data, SOFT, Orlando, FL
- California Association of Toxicologists Bi-annual meeting, Las Vegas, NV
- American Academy of Forensic Sciences annual meeting, Washington DC
- Society of Forensic Toxicologists annual meeting, Orlando, FL

2012

- Using Pharmacokinetics to Analyze Forensic Toxicology Cases, AAFS, Atlanta, GA
- Robert F. Borkenstein Course of Effects of Drugs on Human Performance and Behavior, Indiana University Center for Studies of Law in Action, Philadelphia, PA.
- Drug Recognition Expert School (DRE)-Completion of Classroom Education portion only, Los Angeles Police Department, Los Angeles, CA
- Laboratory Management for Dummies...and Smarties, Too! It's a Generational Thing, SOFT, Boston, MA
- Uncertainty of Measurement-Reporting for the Forensic Community, SOFT, Boston, MA
- California Association of Toxicologists Bi-annual meeting, Glendale, CA & San Jose, CA
- American Academy of Forensic Sciences annual meeting, Atlanta, GA
- Society of Forensic Toxicologists annual meeting, Boston, MA

2011

- Tips and Tricks to Improve the Interpretative Value of Postmortem Toxicology, AAFS, Chicago, IL
- K2 and Beyond: A Synthetic Cannabinoid Primer, AAFS, Chicago, IL
- Scientific Writing for Dummies and Smarties Too!, SOFT, San Francisco, CA
- Forensic Toxicologist Expert Witness Testimony: What to Expect and how to Prepare" San Francisco, CA
- California Association of Toxicologists Bi-annual meeting, Napa, CA
- American Academy of Forensic Sciences annual meeting, Chicago, IL
- Society of Forensic Toxicologists annual meeting, San Francisco, CA

2010

- Pharmacology for Forensic Toxicologists, SOFT Continuing Education, Albany, NY
- The Science and Art of Teaming, FBI sponsored Crime Laboratory Development Symposium, Cincinnati, OH

- Getting the Most from ELISA: Tips and Tricks for the Professional Toxicologist, SOFT, Richmond, VA
- To Err is Human...to Identify it is Devine, SOFT, Richmond, VA
- American Academy of Forensic Sciences annual meeting, Seattle, WA
- California Association of Toxicologists Bi-annual meeting, Sacramento, CA
- American Academy of Forensic Sciences annual meeting, Seattle, WA
- Society of Forensic Toxicologists annual meeting, Richmond, VA

2009

- Emotionally Intelligent Manager, FBI sponsored Crime Laboratory Development Symposium, Madison, WI
- Scientific Presentation Best Practices and Use of PowerPoint, SOFT, Oklahoma City, OK
- Crawford Motions: The Right to Confrontation & How Recent Rulings May Affect Forensic Laboratory Management and Expert Testimony, Oklahoma City, OK
- Newer' Prescription Drugs: Impairment Potential & Identified Polypharmacy, Oklahoma City, OK
- California Association of Toxicologists Bi-annual meeting, Reno, NV & San Francisco, CA
- American Academy of Forensic Sciences annual meeting, Denver, CO
- Society of Forensic Toxicologists annual meeting, Oklahoma City, OK

2008

- Midwest Forensic Resource Center Toxicology Symposium, University of Iowa, Ames, IA
- ASCLD-LAB International Preparation Course, ASCLD-LAB, Portland, OR
- California Association of Toxicologists Bi-annual meeting, Redondo Beach, CA
- American Academy of Forensic Sciences annual meeting, Washington DC
- Society of Forensic Toxicologists annual meeting, Phoenix, AZ

2007

- Toxicology Jeopardy-A Practical Approach to DUID Testing, SOFT, Raleigh-Durham, NC
- California Association of Toxicologists Bi-annual meeting, Phoenix, AZ
- Society of Forensic Toxicologists annual meeting, Raleigh-Durham, NC

2006

- Organizational Communication, FBI sponsored Crime Laboratory Development Symposium, Atlanta, GA
- Method Validation and Measurement of Uncertainty for Dummies...and Smarties, Too, SOFT, Austin, TX
- Postmortem Pharmacokinetics-The Good, The Bad, and The Ugly, SOFT, Austin, TX
- How Does Your QA/QC Program Measure Up?, SOFT, Austin, TX
- California Association of Toxicologists Tri-annual meeting, Palm Springs, CA, San Francisco, CA & San Diego, CA
- Society of Forensic Toxicologists annual meeting, Austin, TX

2005

- Preparing Future Leaders, FBI sponsored Crime Laboratory Development Symposium, Ann Arbor, MI
- The Postmortem Blood Drug Screen: Analytical and Managerial Approaches, SOFT, Nashville, TN
- Postmortem Toxicology Interpretation, SOFT, Nashville, TN
- California Association of Toxicologists Tri-annual meeting, Las Vegas, NV, Anaheim, CA & Sacramento, CA
- Society of Forensic Toxicologists annual meeting, Nashville, TN

2004

- FBI Symposium Workshop, Washington, DC

- Society of Forensic Toxicologists annual meeting, Washington DC
- California Association of Toxicologists Tri-annual meeting, Tempe, AZ, Pasadena, CA & Oakland, CA

2003

- Forensic Toxicology of Methadone Workshop, SOFT, Portland, OR
- Feeling Blue? Antidepressant Workshop! SOFT, Portland, OR
- California Association of Toxicologists Tri-annual meeting, Culver City, CA & Albuquerque, NM
- American Academy of Forensic Sciences annual meeting, Chicago, IL

2002

- California Association of Toxicologists Tri-annual meeting, San Jose, CA
- California Association of Criminalists Bi-annual meeting, Huntington Beach, CA

2001

- Society of Forensic Toxicologists annual meeting, New Orleans, LA
- California Association of Toxicologists Tri-annual meeting, Oakland, CA & Santa Barbara, CA
- California Association of Criminalists Bi-annual meeting, Universal City, CA

2000

- Benzodiazepines: Pharmacology and Analytical Challenges Workshop, SOFT, Milwaukee, WI
- Pharmacology and Toxicology of Drugs Used in the Treatment of Infectious Disease Workshop, SOFT, Milwaukee, WI
- Pharmacology Reviews II: Selected Cardiovascular Drug Toxicology & Update on Pharmacogenetics Workshop, SOFT, Milwaukee, WI
- Society of Forensic Toxicologists annual meeting, Milwaukee, WI
- California Association of Toxicologists Tri-annual meeting, North Hollywood, CA & San Diego, CA

1999

- Pharmacology Reviews I: Selected New Drugs Workshop, SOFT, San Juan, Puerto Rico
- Pathology for Toxicologists Workshop, SOFT, San Juan, Puerto Rico
- Society of Forensic Toxicologists annual meeting, San Juan, Puerto Rico
- California Association of Toxicologists Tri-annual meeting, Culver City, CA & San Diego, CA

1998

- Analytical Challenges with Amphetamine Analogs Workshop, SOFT, Albuquerque, NM
- Rohypnol Detection Workshop, SOFT, Albuquerque, NM
- Society of Forensic Toxicologists annual meeting, Albuquerque, NM
- American Academy of Forensic Sciences annual meeting, San Francisco, CA

1997

- The Pharmacology of Herbal Preparations Workshop, SOFT, Salt Lake City, UT
- The Principles of Solid Phase Extraction, SOFT, Salt Lake City, UT
- Why Sample Mass Spectra and Library Spectra Don't Match, SOFT, Salt Lake City, UT
- Fetal and Pediatric Pharmacology, SOFT, Salt Lake City, UT
- Society of Forensic Toxicologists annual meeting, Salt Lake City, UT
- California Association of Toxicologists Tri-annual meeting, Oakland, CA & San Pedro, CA

1996

- Toxicology of Inhalants Workshop, SOFT, Denver, CO
- Fundamentals of Medical Examiner Toxicology Workshop, SOFT, Denver, CO
- Isoenzyme - Specific Metabolism of Drugs of Forensic Interest Workshop, SOFT, Denver, CO
- Society of Forensic Toxicologists annual meeting, SOFT, Denver, CO
- California Association of Toxicologists Tri-annual meeting, San Diego, CA
- California Association of Criminalists Bi-annual meeting, San Mateo, CA

May 13, 2024

Attorney Mary Kane
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PO Box 3107
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RE: Williams, Nathaniel
NMS Expert Services No. 24193711

At your request, NMS Expert Services represented by Daniel T. Anderson, MS, D-ABFT-FT, ABC-GKE has been retained as a toxicology consultant in the above case to provide information about Amphetamine and Methamphetamine from Adderall medication use and perform an independent scientific review of the analytical tests performed on a urine specimen and render an expert opinion.

Documents and Records reviewed:

1. EMRO Specimen Result Certificate dated 02/14/2024 with Donor Name: Williams, Nathaniel J. – 1 page
2. Documentation Package by Quest Diagnostics Incorporated, Lenexa, KS 02/23/2024 – 174 pages
3. Willamette Valley Forensics, LLC – Kenn Meneely, Consultant Report 01/20/2024 – 7 pages

Toxicology:

1. The laboratory received the urine specimen on 08/26/2023 @ 0645 hrs and assigned it unique identifier D894038.
2. The laboratory screened the urine by EMIT on 08/26/2023 and the result was Amphetamines positive (1000 ng/mL cutoff).
3. The laboratory performed a GC/MS confirmation test on the urine 08/27/2023.
4. The laboratory performed a D/L Methamphetamine isomeric differentiation test on the urine 09/01/2023.
5. The following is a summary of the positive analytical findings:

Urine		
Amphetamine	**Methamphetamine**	**Methamphetamine D/L Isomer %**
2069 ng/mL	531 ng/mL	92%/8%

6. An EMRO Amended Report was issued dated 02/14/2024 indicating Amphetamines Negative, Methamphetamine Positive with a laboratory cutoff of 500 ng/mL and a Final Result Disposition Positive.

Drug Information:

1. Amphetamine is a sympathomimetic amine with central nervous system stimulant properties.
    a. Amphetamine can be prescribed to treat attention deficit order, obesity, and narcolepsy.
    b. Medications that contain mmphetamine include Adderall, Vyvanse, Benzedrine, Dexedrine, and others.
    c. Amphetamine is a major metabolite of methamphetamine.
2. Methamphetamine is recreationally abused for its central nervous system stimulant properties and exists in two isomeric forms, dextro- and levo-methamphetamine (d-isomer and l-isomer).
    a. The d-isomer of methamphetamine is a Schedule II as a controlled substance primarily used as an illicit recreational drug, but can be prescribed (e.g., Desoxyn) as a second-line treatment for obesity, narcolepsy, and attention, deficit hyperactivity disorder.

   b. The l-isomer (levo) has approximately 10% CNS potency as compared to the d-isomer and is available in the United States as an over-the-counter nasal decongestant.
      i. The desire stimulant effect of the l-isomer is not sought after by abusers.
      ii. The l-isomer can be produced during the illicit manufacturing of 'street' methamphetamine, however the final product will contain small amounts due to it being less potent.
   c. Methamphetamine metabolizes to amphetamine.
3. According to a urine study by Fleming, et.al presented at the Society of Forensic Toxicologists (SOFT) in 2015, "Evaluation of Patients Prescribed Adderall® and Vyvanse® for the Presence of Methamphetamine"
   a. Amphetamine:Methamphetamine ratio of <0.5% was more consistent with amphetamine use rather than both amphetamine and methamphetamine use.
   b. Methamphamine d-isomer ≥90%, in comparison to l-isomer, supports d-isomer or 'street' methamphetamine use.

Opinions

Based on the review of the provided material, the scientific literature, and my experience, the following are opinions drawn:

1. Quest Diagnostics maintained chain of custody and performed a urine drug screen that resulted in an Amphetamines positive.
   a. The urine was subjected to a GC/MS confirmation that resulted in results greater than a cutoff of 500 ng/mL for both amphetamine and methamphetamine.
   b. The urine was subjected to a second confirmation test by GC/MS, a methamphetamine d & l-isomer differentiation, that resulted in 92% d-isomer and 8%-l-isomer.
2. The Quest Diagnostics report contains accurate test results.
3. The amended EMRO Result certificate report indicating "Amphetamines Negative" is not supported by the analytical data supplied by Quest Diagnostics.
4. Urine results interpretation:
   a. Adderall was indicated to be prescribed to the subject and would account for at least a portion of the amphetamine urine result since methamphetamine also metabolizes to amphetamine.
   b. Although methamphetamine may be detected in very small quantities from Adderall use (as a manufacturer impurity), it will not be greater than the reporting threshold of 500 ng/mL and the d-isomer is not greater than 90%, in comparison to the l-isomer.
   c. The Amphetamine:Methamphetamine ratio in the urine is 2069/531 ng/mL=3.89, consistent with polydrug use, or amphetamine and methamphetamine use, according to the 2015 study presented at SOFT.

Overall, interpretively the urine results represent both amphetamine and methamphetamine use.

The stated opinions are based on the information available for my review at this time, as well as my knowledge, education, and training in forensic toxicology. If additional information becomes available, I can review this new information and re-evaluate these opinions.

Respectfully submitted,

Daniel T. Anderson, MS, D-ABFT-FT, ABC-GKE
Forensic Toxicologist

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1. Baselt, R.. "Disposition of Toxic Drugs and Chemicals in Man". 12th Ed.2020.

2. Fleming, SW, et al. SOFT Meeting Abstracts, 2015. "P101: Evaluation of Patients Prescribed Adderall® and Vyvanse® for the Presence of Methamphetamine"

Reasonable Suspicion Justifies Drug Testing Of Teacher

By Tucker Arensberg

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Metz v. Bethlehem Area School District, 630 C.D. 2017 (Pa. Cmwlth. Jan. 4, 2018) (The Pennsylvania Commonwealth Court upheld the termination of a tenured middle school teacher, concluding that the school district had reasonable suspicion to compel urinalysis drug testing).

BACKGROUND

Timothy Metz (Teacher) was a tenured middle school physical education teacher at the Bethlehem Area School District (District). On February 4, 2016, the District received a copy of a letter that was addressed to Teacher's counsel as part of a private custody dispute. The letter, sent to the District by opposing counsel in the custody dispute, stated that Teacher had tested positive for cocaine metabolites in a court-ordered drug test. Immediately upon receipt of the letter, the District's Human Resources Director met with Teacher and his union representative. The Human Resources Director asked Teacher to submit to a drug test, and warned that if he refused to take one, Teacher was putting his job in jeopardy. Despite this warning, Teacher refused to take a drug test. Teacher was then put on unpaid suspension from work.

Four days later, the District sent Teacher a letter directing him to submit to a drug test pursuant to the District's Drug and Substance Abuse Policy, and 24 P.S. § 14-1418(c), which states that "School boards may require a special medical examination for any school employee at any time." On February 9, 2016, Teacher submitted to a urinalysis drug test and he tested positive again for cocaine metabolites.

The District sent Teacher a Statement of Charges and Notice of Hearing, notifying him that it would recommend for his dismissal from employment for "willful neglect of duties and immorality." At the hearing before the School Board, the District presented testimony from the Human Resources Director, the Superintendent, and a physician, who interpreted Teacher's drug test results to find that Teacher had used cocaine within four to five days prior to the administration of the test. In his defense, Teacher testified that he had never come to work impaired, had never been convicted of a drug-related offense, and was not a chronic cocaine user.

The Teacher was terminated and appealed the District's decision to the Secretary of Education. The Secretary affirmed the District's termination because (1) he engaged in conduct constituting immorality by ingesting cocaine, and because (2) his refusal to initially submit to a drug test on February 4, 2016 constituted willful neglect of duty.

On appeal to the Commonwealth Court, Teacher argued that the District did not carry its burden of proof in establishing that he engaged in immorality, because the only evidence presented – the results of the February 9, 2016 drug test – had been obtained unconstitutionally. Teacher argued that the District lacked reasonable suspicion to order such a test. The Commonwealth Court affirmed the teacher's termination and held that the District had reasonable suspicion to conduct the drug test.

DISCUSSION

The Commonwealth Court considered Article I, Section 8 of the Pennsylvania Constitution, which provides that people shall be secure from unreasonable searches and seizures. Although there normally must be "probable cause" for the government to conduct a search, government employees have a lower expectation of privacy than other citizens regarding intoxication. Government employers have a paramount interest in assuring that employees are free from the effects of drugs while performing their duties. The Court held that a public school teacher is a safety-sensitive occupation, and that teachers therefore can be compelled to submit to drug testing based solely upon reasonable suspicion, rather than the more demanding standard of probable cause.

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The Court found that the District's receipt of the letter stating that Teacher already had tested positive for cocaine provided reasonable suspicion of drug abuse to compel a urinalysis drug test. The content of the letter appeared to the Court to be reliable, highly specific, and corroborated by additional information. In this regard, the Court noted that the letter was not from an anonymous informant, but was correspondence between the two attorneys in the custody proceeding. The letter and the underlying court order requiring a drug test as part of the custody dispute both were in close proximity to the date when the District received a copy of the letter. According to the Court, this supported the conclusion that Teacher may have been under the influence of drugs while teaching. Therefore, reasonable suspicion existed to conduct the urinalysis drug test.

PRACTICAL ADVICE

Because public school teachers hold safety-sensitive jobs, school districts may compel drug testing of teachers based on reasonable suspicion of drug use. Compared with private citizens, public school teachers have a lower expectation of privacy, because school districts have a paramount interest in assuring that teachers are free from the effects of intoxication or drug abuse while surrounded by students. When a school district receives trustworthy, reliable evidence that a teacher may be under the influence of drugs while on the job, it may command the teacher to submit to a drug test. If the teacher tests positive for drugs, the school district may seek to terminate the teacher, for violation of school district policy and immorality under Section 1122 of the Public School Code.

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EMPLOYEE HANDBOOK

This handbook is a guide and reference to some District procedures and policies. This document does not include every District policy or procedure nor does it include specific school building processes and information. If you are a school building employee, please speak with your building administrator for a student handbook.



PORTLAND
Public Schools

Portland Public Schools • PO Box 3107, Portland, Oregon 97208-3107 • 503-916-2000

Last Update: 05-16-2023

Welcome

Welcome to Portland Public Schools! We are delighted that you have chosen to join the largest and most diverse school district in the state of Oregon. Portland Public Schools has approximately 8,000 staff serving more than 49,000 students, who speak over 125 languages in over 80 schools. We are committed to creating and maintaining a workplace in which all employees have an opportunity to contribute to the success of our students. You are joining a school district that brings outstanding leadership, collaborative partnerships, innovation, and expertise in advancing racial equity, workforce diversity, and inclusive practices. In our school district, employees utilize their creativity, skills, talents, and relationships to support students' knowledge, competence, and performance.

Additionally, the Board of Education for Portland Public Schools is committed to the success of every student in each of our schools. *The PPS Vision* core team presented an innovative, interactive exhibit and our district launched the visioning initiative in 2018 as a way to identify and define what PPS can be, what it should be, and how students, staff, families, and our community can get to a defined and shared "North Star'' for the district. Today we are implementing phrases of The PPS vision and the Strategic Plan. We believe that every student has the potential to achieve, and it is the responsibility of our school district to give each student the opportunity and support to meet their highest potential (Portland Public Schools Racial Educational Equity Policy *2.10.010-P*). Our district mission is to provide rigorous, high-quality academic learning experiences that are inclusive and joyful. We disrupt racial inequities to create vibrant environments for every student to demonstrate excellence (July 2021).

With highly trained teachers and staff, an engaged parent community, strong partnerships, and a focus on closing the racial educational achievement disparities amongst our students, we can continue to meet this mission for our Portland Public School students and the Community. With your active involvement and support, Portland Public Schools will continue to achieve its goals. We sincerely hope you will take pride in being an important part of our District's success.

Please take time to review the policies contained in this handbook. If you have questions, feel free to ask your supervisor or to contact the Human Resources Department.





Human Resources Department

To ensure the school District's success in accomplishing its mission, this handbook contains information that you will need to understand and reference periodically throughout your tenure. The goal of the handbook is intended to support you as you navigate PPS, and it has been prepared to make you aware of what you can expect from the District and what the District's expectations are of you. Furthermore, most of the information is hyperlinked and, by clicking on the information, it will take you directly to that page on our website.

This handbook is not an employment contract or an agreement for employment for any specified period of time. Our colleagues who are part of a bargaining unit should also refer to their respective collective bargaining agreements for specific provisions and benefits. The information we have included in this handbook may be subject to change.

While there are many topics covered in the handbook, all of us, from educators to administrators to support staff, are here to empower students and provide outstanding learning opportunities in every building, in every classroom at every school.

Sincerely,

Human Resources

PORTLAND
Public Schools



You can quickly navigate this handbook by clicking on the preferred subject area in the table contents or the page number, and you will directly be sent to the actual page of interest.

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Employment at Will

Employment at Portland Public Schools is on an at-will basis unless otherwise stated in a written individual employment agreement signed by the Superintendent or Chief Human Resources Officer. In addition, no District representative is authorized to modify this handbook for any employee or to enter into any agreement, oral or written, that changes the at-will relationship. Represented employees have rights and responsibilities as described in their Collective Bargaining Agreements.

Nothing in this statement is intended to interfere with, restrain, or prevent concerted activity as protected by the National Labor Relations Act. Such activity includes employee communications regarding wages, hours, or other terms or conditions of employment. Portland Public Schools employees have the right to engage in or refrain from such activities.

Payroll

We process payroll for most of our employees on the last business day of each month, with the exception of the District Council of Unions employees, who are paid weekly. If a payday falls on a PPS-recognized holiday, employees will receive their paycheck on the preceding business day. If you would like to review the payroll schedule, please click *here*.

Equal Employment and Affirmative Action Commitment

Equal Opportunity

The District provides equal employment opportunities for all applicants and staff in recruitment, hiring, assignment, training, retention, transfer, and promotion. All employment actions are governed by our Policy of Non-Discrimination, *1.80.020-P*, and we comply with all federal, state and local laws relevant to equal employment and non-discrimination. We do not tolerate retaliation against any individual who reports discrimination or harassment, or who testifies, assists, or participates in any manner in an investigation, proceeding, or hearing, regardless of the outcome of the complaint. Any conduct that would likely deter an individual from reporting or supporting a claim may constitute retaliation.

Americans with Disabilities Act (ADA) and Reasonable Accommodation

To ensure equal employment opportunities to qualified individuals with a disability, we will make reasonable accommodations in compliance with Title I of the Americans with Disabilities Act, as amended, which requires an employer to provide reasonable accommodations to qualified individuals with disabilities who are employees or applicants for employment, except when such accommodation would cause an undue hardship on the operation of



the District. Employees who may require reasonable accommodation should contact the Human Resources Department at *ADA@pps.net*.

Affirmative Action *5.10.025-P*

In order to close the racial achievement gap, better serve all students, and comply with Oregon law, our staff must reflect the diversity of the students we serve. Our Racial Educational Equity Policy, *2.10.010-P*, requires that we "recruit, employ, support and retain racially and linguistically diverse and culturally competent administrative, instructional and support personnel." We prohibit discrimination on the basis of race or any other protected class and follow our Affirmative Action/Equal Employment Opportunity Plan (AA/EEO Plan).

Non-Discrimination/Anti-Harassment Policy *1.80.020-P*

The District prohibits discrimination and harassment on any basis protected by law, including but not limited to, an individual's perceived or actual race, color, religion, sex, sexual orientation, gender expression or identity, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, veteran's status, or because of the perceived or actual race, color, religion, sex, sexual orientation, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, or veteran's status of any other persons with whom the individual associates. The District prohibits discrimination and harassment in, but not limited to, employment, assignment, and promotion of personnel; educational opportunities and services offered to students; student assignment to schools and classes; student discipline; location and use of facilities; educational offerings and materials; and in accommodating the public at public meetings.

Lesbian, Gay, Bisexual, Transgender, Queer (LGBTQ) Employee Rights

Portland Public Schools values a workplace in which all are welcomed and supported. Portland Public Schools prohibits discrimination based on sexual orientation, gender identity, or gender expression. If you feel you are being discriminated against, or your school or Department is not a welcoming environment, please contact your supervisor, your union, the District Title IX Director, or the Human Resources Labor Relations Department directly (*See* 659A.003 Purpose of ORS Chapter 659A—Unlawful Discrimination in Employment, Public Accommodations, and Real Property Transactions; Administrative and Civil Enforcement).

LGBTQ employees have the right to be out in the workplace, whether working in a school or other District facility. All employees, regardless of gender identity or sexual orientation, should feel comfortable sharing age- and content-appropriate information about their partners, families, and personal life with students, staff and/or families, if they so choose. All PPS employees have a right to use the restroom that corresponds with their gender identity.

All employee personal information updates, including legal name change requests, address, phone number, happen via Employee Self Service (ESS). Once the name change has been submitted, the employee will need to bring in their new social security card to Human Resources within 30 days. If an employee wishes to change their Preferred First



Name only, they can come to HR to fill out a Preferred First Name Request Form, at which time the preferred name is entered into PeopleSoft and all accounts will be updated. All employee personal information updates occur via Employee Self-Service (ESS), which can be accessed by logging into the PPS website. For all additional personal information changes, including gender changes, employees can either come to HR and fill out a Personal Information form or email hronline@pps.net to request a change (use your PPS email account). Our current system only allows for binary gender markers, but we are working with our vendor to provide a third option to employees.

Cyberbullying

Cyberbullying is bullying or harassment that happens online or through other electronic communications. It can happen on a social networking site, in a text message, in an email, in an online game, or in comments. It might involve rumors or images posted on someone's profile or passed around for others to see, or creating a group or page to make a person feel left out. Because cyberbullying messages can be rapidly sent to many people, they can cause considerable damage.

All employees and students are to treat each other with respect and dignity. As educators, it is especially important to be aware of disability, ethnic, racial, and homophobic harassment and bullying. This behavior can range from abusive jokes, crude name-calling, threats, and bullying to sexual and physical assault. Employees must take all reports and complaints of harassment and bullying seriously and report them to the school administrator or the Human Resources Department. Please click here to review the Non-Discrimination/Anti-Harassment Policies in complete detail *1.80.020-P* and *4.30.060-P*.

Workplace Harassment *5.10.060-P*

Our work environments should be free from any form of harassment, including sexual harassment. All District employees, school board members, volunteers, and contractors, must avoid any conduct or action that could be characterized as harassment of another employee, whether that occurs in the workplace or off District premises. Workplace harassment means conduct that constitutes discrimination based on race, color, religion, sex, sexual orientation, national origin, marital status, age, disability, expunged juvenile record, and any other discrimination prohibited by law and includes sexual assault. Sexual assault means unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat, or intimidation and includes any unwelcome sexual advances, requests for sexual favors, physical contact, or any other unwelcome conduct, verbal or nonverbal, of a sexual nature when:

(a) The employee's submission to the conduct is made either an implicit or explicit term or condition of employment (including but not limited to wages, evaluation, advancement, retention, assigned duties, or other employment-related matters);

(b) The conduct by supervisors or other District employees, school board members, contractors, and volunteers, that has the purpose or effect of substantially interfering with an individual's work performance; or



(c) The conduct by supervisors or other District employees, school board members, contractors, and volunteers, has the effect of creating an intimidating, hostile, or offensive working environment.

While it is not possible to list all circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwanted sexual advances, whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life or experiences, comments about an individual's body, an individual's sexual activity, deficiencies;
- Displaying sexually suggestive objects, pictures, or cartoons;
- Unwelcome leering, whistling, brushing up against the body, sexual gestures, suggestive or insulting comments;

Sexual harassment may occur between students, between a staff member and a student, and between staff members. If you are aware of such an occurrence between staff, notify your principal or supervisor. If you know of such an occurrence between students, notify the principal. In certain situations where a Child Abuse referral may be warranted, the child abuse and neglect hotline number is (800) 509-5439. If you have reasonable cause to believe that there has been sexual conduct between staff and student(s), you must immediately report it to the School or Department Compliance Officer as well as to DHS or law enforcement. The School Compliance officer will notify Human Resources and the Title IX Director to begin an investigation. Please refer to the Prohibition Against Employee Child Abuse and Sexual Conduct with Students *5.10.063-AD* for additional information.

Unlawful Harassment

We will take all steps necessary to prevent and eliminate unlawful harassment. Unlawful harassment is conduct that has the purpose or effect of creating an intimidating, hostile, or offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunities because of the individual's membership in a protected class.

Unlawful harassment includes but is not limited to, epithets; slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts based on race, color, ancestry, national origin, gender, sex, sexual orientation, marital status, religion, age, disability, veteran status, or other characteristic protected by state or federal law.

This District has no tolerance for harassment and bullying between students as well as adults. It is the responsibility of every employee to stop the action as soon as it is seen, identify that the behavior is inappropriate, and notify the school administrator who will follow the appropriate school response that aligns with District policies and administrative directives. Harassment or any other unlawful behavior in the workplace is encouraged to address concerns with their direct supervisor or with Human Resources.



Sexual Harassment Complaint Procedure

Any employee who believes they have been subject to, or witnessed, illegal discrimination, including sexual or other forms of unlawful harassment, may file a complaint *5.10.061-AD.* You may speak directly to your immediate supervisor or Department manager, or to a Human Resources representative, or any other member of management with whom you feel comfortable bringing such a complaint. Similarly, if you observe acts of discrimination or harassment of another employee, you may report this to one of the individuals listed above.

No reprisal, retaliation, or other adverse action will be taken against an employee for making a complaint or report of discrimination or harassment or for assisting in the investigation. Any suspected retaliation or intimidation should be reported immediately to one of the persons identified above. All complaints will be investigated promptly and, to the extent possible, with regard to confidentiality. If the investigation confirms conduct contrary to this policy has occurred, we will take immediate, appropriate, corrective action, including discipline, up to and including immediate termination.

Conflicts of Interest and Confidentiality

We expect all employees to conduct themselves and District business in a manner that reflects the highest standards of ethical conduct and in accordance with all federal, state, and local laws and regulations. This includes avoiding real and potential conflicts of interest. We also recognize and respect individual employee's right to engage in activities outside of work that are private in nature and do not in any way conflict with or reflect poorly on the District. It is not possible to define all the circumstances and relationships that might create a conflict of interest. If a situation arises where there is a potential conflict of interest, please discuss the situation with a manager for advice and guidance on how to proceed. These are some of the types of activity that may indicate improper behavior, unacceptable personal integrity, or unacceptable ethics:

1. Carrying on District business with an entity in which the employee, or a close relative of the employee, has a substantial ownership or interest.
2. Holding a substantial interest in, or participating in the management of an entity to which the District makes sales or from which it makes purchases.
3. Borrowing money from customers or businesses, other than recognized loan institutions, from which our District buys services, materials, equipment, or supplies.
4. Accepting substantial gifts or excessive entertainment (generally, any item of value over $50 in a calendar year--see Gifts and Donations to Employees below) from an outside organization or agency.
5. Speculating or dealing in materials, equipment, supplies, services, or property purchased by the District.
6. Misusing privileged information or revealing confidential information to external individuals.
7. Using one's position in the District or knowledge of its affairs, including access to documents, for personal gains.



8. Engaging in practices or procedures that violate antitrust laws, commercial bribery laws, copyright laws, discrimination laws, campaign contribution laws, or other laws regulating the conduct of District business.

Confidential Information

The protection of confidential information is vital to the interests and success of Portland Public Schools. Confidential information is any and all information disclosed to or known by you because of employment with the District that is not generally known to people outside the District about its business. An employee who improperly uses or discloses confidential information may be subject to disciplinary action up to and including termination of employment and potentially legal action, even if they do not actually benefit from the disclosed information.

Access to Personnel Files

Employee files are maintained by the Human Resources Department and are considered confidential. Managers and supervisors may have access to personnel file information only on a need-to-know basis. Personnel files are to be reviewed in the Human Resources Department, and employee files may not be taken outside the Department. Representatives of government or law enforcement agencies, in the course of their duties, may be allowed access to file information.

Ethics

Gifts and Donations to Employees

Under the Oregon Ethics Law, public employees and Board members may not use their position to receive a financial benefit or for the benefit of their family or members of their household and may not solicit or receive any gift or gifts with an aggregate value in excess of $50 in any calendar year. If the value of a gift exceeds $50, inquire with the Office of General Counsel at 503-916-3570 about how to redirect the gift to a school for classroom needs. Donations for classroom use must go directly to the school, and a principal may honor the donor's request that a certain classroom benefit. Additional guidance can be found here: *Oregon Ethics Law memo*, *Oregon Public Officials Guide*. PPS employees who are licensed are also expected to meet the ethical responsibilities by licensing authorities such as the Oregon Teacher Standards and Practices Commission. In so doing the ethical educator considers the needs of the students, the District, and the profession; State of Oregon OAR *584-020-0035*.

Employment of Relatives and Domestic Partners

PPS permits the employment of qualified individuals who are related to employees as long as the relationships are disclosed and either the conflict can be mitigated or such employment does not create a real or potential conflict of interest. Employees shall recuse themselves from participating in any employment process or decision regarding related individuals, working in the same or different areas, with whom the employee would have direct or line of



authority reporting relationship. Please read further details about the Conflict of Interest - Nepotism Policy *5.10.065-P.*

Professional Conduct Between Adults and Students (5.10.064-P)

The purpose of this policy *5.10.064 P* is to establish common understanding and expectations for all adults in our District on setting consistent and safe boundaries with students. Those boundaries maintain the healthy relationships and safe spaces that students need to thrive. The interactions and relationships between adults and students should be based upon respect and trust, an understanding of the appropriate boundaries between adults and students in and outside of the educational setting, and consistency with the educational mission of our schools. This board Policy covers the following areas:

- General Guidelines and Required Training
- Conduct Outside a school setting
- Appropriate Personal & Community Relationships
- Appropriate use of Email, Websites & Social Media
- One-on-one meetings with students
- Personal communication with students
- Traveling with or transporting students
- Physical contact with students
- Respecting Student Privacy

Communication - Electronic

Electronic communication, typically by email or text messages, is a convenient way to share information with families. However, you should keep in mind that any electronic communication using a PPS account, or having to do with school matters, is a public record that others will be allowed to read. You should know:

- Electronic communications are subject to both state public records laws. That means they can, for the most part, be acquired by anyone either by a public records request or a subpoena.
- Because of that, electronic communication is not an effective way to deal with a difficult subject or with someone who is upset. Avoid miscommunication and hard feelings by calling the person instead. You can (and should) document the substance of the communication after the call.
- Even if using a personal device or phone, school-related communications-including text messages are subject to public record laws.
- More information about public records, include contact information for the Public Records Officer, is available at *www.pps.net/publicrecords*



Confidentiality of Student and Family Information (FERPA- Family Education Rights and Privacy Act)

The Family Educational Rights and Privacy Act (FERPA) is a federal law that mandates confidentiality for student records. Under FERPA, schools and District employees cannot release student information without written parental consent except in very limited circumstances. FERPA covers all records that discuss or identify students, including staff notes, staff emails, official records, and student work. This includes counselor and teacher notes kept in the office or classrooms, referral slips, and other "daily" documents, as well as formal, permanent records. When in doubt, staff should always treat student records as confidential.

There are a few exceptions to releasing student information without written parental consent, such as when we receive a subpoena. The General Counsel's Office has additional information about student privacy and disclosure of information on their website. Please click here for FERPA Tip sheets *FERPA* and *Requests for Student Records.*

FERPA permits school employees to share confidential student information with other staff members only when there is a legitimate educational interest in the information. Discussion of an individual student's academic achievement, challenges, health, behavior, and/or family circumstances should take place only with school or District staff on a need-to-know basis. Violations of this policy can result in disciplinary action and legal risk. Keep this in mind both at work and away from the building. It is not permissible to discuss specific students with non-school staff. Staff should be very mindful of communicating confidential information about students in the lounge, classroom, lunchroom, hall, office, and other school areas. There is a high risk that parent volunteers and others who cannot have access to such confidential information may overhear such conversations.

The confidentiality requirement remains the same with education records and any student information system (Synergy). Student information is not to be made available to any other person including students, volunteers, or non-school agencies (including those working in the school) without express written and dated permission of the legal parent or guardian. Access to Synergy or Synergy passwords are never to be given to anyone, including students, volunteers, or non-school agencies (including, but not limited to, health care clinics, school police, Sun Programs, etc.). Refer all requests for Synergy access to the IT Department.

In order to prevent the breach of confidential information, all PPS employees are required to use District email to conduct all District business and may not use personal email for any District business.

Student Cumulative Folders

- The physical (paper) Student Cumulative Folders maintained within school offices contain confidential student information. Confidential student information requires strict handling and disclosure procedures under *FERPA*, the federal law concerning student privacy. When not in use, Student Cumulative Folders and their contents are to be stored in locked, fire resistant cabinets. Student Cumulative Folders should **not** be checked out to staff, left unattended, or removed from the building. Only *approved content* goes into the Student Cumulative Folder, and no records are to be removed from the folder without the express permission of *PPS Records & Information Management*.



- Per FERPA, authorized parties have the right to inspect and review student records in a supervised setting. A request to review or receive a copy of the record should be made in writing and the identity of the requestor verified prior to any supervised review or release of records. By law, schools may charge a reasonable fee to provide a photocopy of student records to an authorized party.
- For up-to-date information on to another school, visit the Records & Information Website *here*.

Privacy is everyone's business! Do not feel pressured to release information: "Just in case, it can wait."

If you have *any* questions whatsoever around handling and disclosure of student information, please send an email to *records@pps.net* and await a reply with guidance/instructions specific to your situation.

Student Photos/Videos – Usage

In an age of social media and the ability for anyone to take a photo or video using a phone, PPS has limited control over the use of student photos by the public. However, we take steps to protect student privacy when families request it. If a family does not wish their child to appear in school or District photographs or videotapes (such as in the school yearbook or newsletter, on posters or fliers, on the school or District website or Facebook page, or in TV, print or web media stories), the family should notify the school to complete the documentation, or complete this document.

Workplace Safety

Smoke-Free Workplace

Smoking is not allowed in District buildings or work areas at any time. "Smoking" includes the use of any tobacco products (including chewing tobacco), electronic smoking devices, vaping and e-cigarettes. Smoking is only permitted during break times in designated outdoor areas. Employees using these areas are expected to dispose of any smoking debris safely and properly. Please adhere to the Tobacco Possession and Use Policy *3.30.021-P*.

Drug Free Workplace Act

The Portland Public School District is subject to the requirements of the federal Drug Free Workplace Act of 1988. This Notice to Employees of Portland Public Schools is given to comply with that federal law.

- This notice is part of the District's Drug Free Awareness Program. It is our policy that the workplace is to be free of illegal drugs and the effects of these drugs.
- Employees affected by illegal drugs and certainly the use of drugs in the workplace are both very serious problems that affect safety, productivity, and our responsibility as role models to encourage our students to reject drug use and view it as unacceptable. Drug use in the workplace can create a safety hazard to other persons and has proven to reduce productivity, to increase the rate of job errors, and to increase the incidence of on-the-job injuries.
- The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace. Employees who violate that rule or are affected by illegal drugs at work are subject to discipline, which can include dismissal. If the employee is not dismissed, other disciplinary actions may be combined with a requirement of completion of a drug treatment and rehabilitation program.



- Employees who use drugs are strongly encouraged to seek treatment before their drug use affects the workplace and, therefore, jeopardize their employment. Assistance in obtaining drug counseling is available through the Employee Assistance Program: The Reliant Behavioral Health EAP 1-866-750-1327 or www.MyRBH.com access code: OEBB
- All employees are required to immediately notify the District's Human Resources Department if they are convicted of a violation of criminal drug laws involving the workplace, or if they become aware that another employee has been convicted of that type of violation.

Environmental Health and Safety

We are committed to maintaining a healthy and safe environment in all of our buildings and properties. Risk Management operates the EHS activities at PPS including matters related to asbestos, radon, indoor air quality, well water, hazardous materials, AED's, safety committees, ergonomics, fall protection, lab safety, and more. *Risk Management - Healthy Schools*. If you receive an OSHA inquiry, citation, or an OSHA inspection, please notify Risk Management right away, at 503-916-3204 or 503-916-3502.

Covid-19 and Safety

PPS will follow all requirements set forth in the Oregon Departments of Educations *Ready Schools, Safe Learners* guidance. ODE in coordination with Oregon Health Authority updates this guidance regularly to provide schools the safest and most equitable way to operate in person and virtually, while maintaining proper health and safety protocols. Staff will be required to take the current COVID 19 Health and safety training prior to returning to any in person operation, and will be expected to understand all health and safety protocols of the district and their specific site. Please visit the Emergency Management web page for more information about safety for Covid-19.

Healthy Schools Web Page

Information about radon, lead, pest management, and the Healthy and Safe Schools plan is located on the Healthy Schools web page. Please share with concerned families and staff. *https://www.pps.net/Page/4070*

Water Quality

Thanks to an innovative program PPS schools will soon have some of the lowest lead in water levels in the nation. Our goal is to achieve an average of less than 1 part per billion (ppb), greatly exceeding federal standards (now at 15 ppb). New Drinking Water Stations with advanced lead cleaning filters are being installed in schools throughout the District which are scheduled to be completed by the end of the year. All current fixtures that have not been replaced are being continuously tested to verify lead levels are below federal and state standards. All test results are posted on the PPS healthy and safe schools website *https://www.pps.net/Page/5378*.

Indoor Air Quality

- Ventilation and temperature-control equipment is not to be adjusted or deactivated by anyone except maintenance personnel.



- Occupants should not use any ionizing air purifiers which produce ozone.

Food Guidance and Safe Food Handling Practices

The District follows the safe food handling guidance of the Multnomah County Health Department regarding approved foods, food preparation, sanitation, and serving methods. Staff wishing to serve food to students outside of the District-operated USDA Child Nutrition Programs including but not limited to school breakfast, lunch, snack, and supper programs, must see their building principal for local guidance as there are strict guidelines that must be followed in order to adhere to Multnomah County Health Department guidelines and state law. All staff or groups who wish to use the school kitchens and/or the equipment, must submit a Civic Use of Building request and review the use of the space with Nutrition Services in order to maintain food safety for all.

3.60.062-AD, *3.60.040-P*, *Nutritions Services - Safety*

Workplace Violence Prevention

We are committed to providing a safe, violence-free workplace for all employees. Threats, threatening language, physical confrontations, or any other acts of aggression or violence made toward or by any employee will not be tolerated. A threat may include any verbal or physical harassment or abuse, attempts to intimidate others, menacing gestures, stalking, or any other hostile, aggressive, and/or destructive actions taken for the purposes of intimidation. This covers any violent or potentially violent behavior that occurs in the workplace or at District-sponsored functions.

All Portland Public Schools employees bear the responsibility of keeping our work environment free from violence or potential violence. Any employee who witnesses or is the recipient of violent behavior should promptly inform their supervisor, manager, Security Services, or the Human Resources COVID-19. No employee will be subject to retaliation, intimidation, or discipline as a result of reporting a threat in good faith under this guideline. Any such act or threatening behavior may result in disciplinary action up to and including termination.

Portland Public Schools prohibits the possession of weapons on its property at all times, including our parking lots or District vehicles. Additionally, while on duty, employees may not carry a weapon of any type. Weapons include but are not limited to, handguns, rifles, automatic weapons, and knives that can be used as weapons (excluding pocket knives, utility knives, and other instruments that are used to open packages, cut string, and for other job-related tasks), martial arts paraphernalia, stun guns, and tear gas. Any employee violating this policy may be subject to discipline up to and including dismissal for the first offense.

The District reserves the right to inspect all belongings of employees on its premises, including packages, briefcases, purses and handbags, gym bags, and personal vehicles on District property. In addition, Portland Public Schools may inspect the contents of lockers, storage areas, file cabinets, desks, and workstations at any time and may remove all property and other items that are in violation of District administrative directives and policies.



Commitment to Safety

All employees have the opportunity and responsibility to contribute to a safe work environment by using common sense rules and safe practices, and by notifying management when any health or safety issues are present. In the event of an emergency, please immediately notify the appropriate emergency personnel.

Electrical Fire Safety

Power Facts – Outlets, potential hazards, and safe practices.

Our staff should report loose or damaged outlets to their building custodian. Exposed wires are a hazard and should also be reported immediately. Please keep the area clear around any damaged outlet or electrical conduit until Maintenance Services is able to correct the issue.

Power Strips - Power strips are a common office space accessory to accommodate electrical devices. These simple guidelines will help ensure the safety of those within your building:

- Power strips must be plugged directly into an electrical outlet.
- Plugging a power strip into another power strip or into an extension cord is a fire hazard and is prohibited. The practice of plugging one power strip into another is referred to as “gang plugging” and is a citable offense by the Fire Marshal.
- Extension cords may not be used in lieu of permanent wiring. Building code defines temporary use as under 15 minutes and for such items as tools and other portable devices. Extension cords are to be unplugged and stored when not in use.

Multi-plug Adapters - Multi-plug adapters and splitters are prohibited in all PPS facilities. These devices are not designed for commercial use and are not equipped with surge or overload protection.

For questions or concerns, please contact Facilities and Asset Management (FAM) to speak with our Code Compliance Manager. FAM appreciates your cooperation in maintaining safe environments for students and staff. Please refer to Common Safety Violations in School Classrooms with questions.

Emergencies

Please visit the Emergency Management Web site at *http://www.pps.net/emergency-management*. The website is the compendium of all procedures, documents, and information pertinent to PPS emergency management. The District has six standard emergency signals; Lockdown, Lockout and Team Response, evacuate, duck-cover hold-on, and shelter-in-place. Information about the signals and guidance on how to respond when an emergency signal has been activated can be found on the website under the staff resources link, in each school’s/building’s emergency response plan, in the quick reference flip charts and posted in each classroom. Charts are to stay in each area near the Emergency Supply Buckets. Please review your building’s site-specific emergency plan.



Child Abuse Prevention & Reporting

All school employees are mandated by law to report ALL suspected child abuse or neglect, including sexual misconduct. School District employees are 24-hour, 7 days a week mandated reporters; this means you must report any suspected child abuse of which you are aware, regardless of whether it occurs during work hours. ORS 419.005-419.045 requires that if school personnel have reasonable cause to believe that child abuse has occured, it shall be reported *4.50.050-AD* . It is the independent responsibility of each employee to make certain that child abuse gets reported to the **Oregon Child Abuse & Neglect Hotline at (855) 503-7233.** It is preferable that the employee and the principal report together, completing a child abuse reporting form as the report is made *4.50-051-P* .

Employees who choose to make the report independently must notify the principal and/or principal designee immediately, to ensure the school office is ready to receive case workers and/or law enforcement officers. For incidents of suspected sexual conduct, employees should make the report to the School or Department Compliance Officer. In the rare case of a principal or their designee making a report for an employee, they will notify the employee that the report was made and document that information in writing. The employee should check back with the principal or designee if they do not hear in a timely manner that the report has been made. If the employee does not hear back from the principal or principal's designee by the end of the school day, the employee must make the report directly to the Child Abuse and Neglect Hotline. In all cases, a reporting form must be completed and filed with the principal's office immediately. Employees are required to report suspected abuse by a PPS employee, as well as other abuse reports. Under no circumstances should any school employee contact the parents of a child, about whom a report of child abuse has been made, regarding that report.

If you have reasonable cause to believe that there has been sexual conduct between staff and student(s), you must immediately report it to the School or Department Compliance Officer as well as to DHS or law enforcement. The School Compliance officer will notify Human Resources and the Title IX Director to begin an investigation. Please refer to the Prohibition Against Employee Child Abuse and Sexual Conduct with Students *5.10.063-AD* and the Staff to Student Sexual Harassment Policy in detail *5.10.062-P* for additional information.

All employees must complete the Child Abuse and Sexual Conduct Reporting courses every year. For more information, see the Child Abuse and Sexual conduct Reporting webpage, *Student Success & Health - Prevention & Reporting Training.*

Emergency Closings

Portland Public Schools will always make every attempt to be open for business. If the office is officially closed during the course of the day to permit employees to leave early, nonexempt employees who are working on-site as of the time of the closing will be paid for a full day. If you leave earlier than the official closing time, you will be paid only for actual hours worked, or you can take paid-time-off leave. Exempt employees will be paid for a normal full day but are expected to complete their work at another time.



Accident/Injury Report for Students or Non-Employees

The "Student or Non-employee Injury Report Form" must be completed any time an individual has an accident or injury while on District property or while participating in a District-sponsored event. For specific reporting guidelines, go to: *Risk Management - Student/Non-Employee Injury* For specific reporting guidelines, go to: *http://www.pps.net/Page/242*.

Safety and Security

The Security Services Department supports classroom teaching and learning by screening those individuals who will have access to our students and staff. Services such as fingerprinting and Background Check paperwork processing are completed at the Department. Additionally, Security Services provides Campus Security Agents and has a partnership with the Portland Police Bureau to provide a safe and secure learning environment for our students, staff, and community. For detailed information please click here *Security Services*.

There are critical safety measures that each Portland Public School visitor and staff must abide by to ensure the safety and security of all of our students and staff. These include but are not limited to the following:

- Employees and contractors are required to wear and clearly display their ID cards at all times when on District property.
- Volunteers and visitors are required to clearly wear the volunteer and visitor badge at all times.
- Only PPS employees and approved contractors will be issued building access cards.
- Individuals issued an access card to any PPS site shall not give, loan, or otherwise allow another person to use their access card.
- Only Administrative and Facility and Maintenance personnel will be issued exterior building keys.
- Propping exterior doors is prohibited unless the propped door is monitored at all times by District staff or an approved adult volunteer.

When safety concerns are expressed to an employee, the employee should inform the supervisor or the building safety committee. All staff may submit a concern through the on-line reporting portal *https://www.pps.net/Page/13677* or call Environmental Health & Safety, located in Risk Management, at 503-916-3502. Each school and building site develops its own specific guidelines; however, some safety issues are universal:

- Students are not to be left alone in classrooms or allowed in areas without appropriately approved adult supervision.
- Report to the custodian any furniture or equipment in the building or on the grounds that needs repair.
- If you visit a school building, go to the office and sign in.
- In your work area:
    - Anything of value should be placed in a locked cabinet or drawer.
    - Close and lock all windows at the end of the day.



Certificates of Insurance

Certificates of Insurance are common when two or more businesses work together. The general purpose of insurance certificates is to allow businesses that are working together to show proof of what kind of insurance coverage is in place. A proper certificate of insurance must be produced on a specific insurance form.

Portland Public Schools' Risk Management Department produces certificates of insurance as required for contracts, District-sponsored and approved trips, facility rentals, and various other District-sponsored and approved activities and events.

Requests for Certificates of Insurance should be submitted to the Risk Management Department a minimum of three (3) business days prior to an activity/event that requires this type of information. In order to submit a request for a *Certificate* and open and complete the *Request for Certificate of Insurance form* and return it to Risk Management.

In most cases Risk Management will send the organization requesting the certificate a digital copy via email and a courtesy copy (cc) to you.

Please contact Risk Management with questions at *riskcomp@pps.net*

Chemicals and Hazardous Materials Waste

PPS staff who wish to dispose of materials that may be hazardous or have questions regarding hazardous materials, should call Risk Management at 503-916-2000, extension 74277.

PPS has acquisition practices for acquiring paint, custodial cleaning chemicals, and pest management practices.

- Employees are not to bring in outside products for use in their buildings. If cleaning products are needed, contact the custodian for your building. Chlorinated cleaners, like bleach, are not allowed for use in PPS facilities due to their toxicity characteristics.
- Pest control is conducted by an outside contractor using approved Integrated Pest Management practices and methods in accordance with state law.

Safety Committees

OSHA rules require safety committees at every worksite. Risk Management provides guidance and resources for school *Safety Committees*.

Student Accident Insurance

The District is not responsible for the medical bills of students injured at school unless Risk Management determines the District was liable (see Accident/Injury Reporting for Students). If a parent/guardian wishes to make a claim for injury compensation, ask them to contact Risk Management at 503 916 3704.

Encourage parents without healthcare coverage to contact their child's school office to inquire about resources. Medicaid and the Children's Health Insurance Program (CHIP) provide no-cost or low-cost health coverage for eligible children in Oregon. These programs provide health coverage for children so that they can get routine check-ups, immunizations and dental care to keep them healthy.



Visitors in the Building

Visitors must report to the office before entering the school building. All visitors must be logged in using the Raptor system, provide a government-issued identification and be issued a visitor badge obtained in the office when they sign in. If a staff member sees unknown persons walking around the building or on the grounds without PPS identification or a visitor's badge, he/she should inform the visitor of the requirement and escort them back to the office or call the office immediately. Never put yourself at risk. Visitors should never be left unsupervised with students.

All visitors wishing to stay in a classroom for longer than a few minutes must be approved by the principal, including children brought by staff. Board policy and administrative directives state that the teacher's responsibility is to the students in his/her classroom; classroom activities should be carried on without disruption and distraction. *3.30.051-AD VISITORS IN SCHOOLS-IMPLEMENTATION*

Workplace Guidelines

Attendance

Your attendance in the District ultimately impacts student performance. Your presence at work and dependability is important to students and your colleagues and the effectiveness of all District programs and services. Staff members are expected to report for work on time and ready for their responsibilities. We recognize you may at times need to miss work. In those cases, you are responsible for timely communicating about the absence to your administrator or manager, well in advance of the need to leave so that proper planning and coverage for the absence can occur, unless advance notice is not possible. Approval of absences will be in accordance with applicable policies and collective bargaining agreements. The PPS Short Leave Form should be used by all employees (including those who use the Substitute system) each time they request a leave of five days or less. See *Employee Leaves* for information on types of leave, appropriate use of leave, and reporting guidelines.

Job Performance

Communication between employees and supervisors or managers is very important. Discussions regarding job performance are ongoing and often informal. You should initiate conversations with your supervisors if you feel additional ongoing feedback is needed. Generally, formal performance reviews are conducted annually or in accordance with collective bargaining agreements. These reviews include a written performance appraisal and discussion between you and your supervisor about job performance and expectations for the coming year.

Outside Employment

Employees are permitted to work for other employers as long as it does not interfere with their job performance with Portland Public Schools. Employees with a second job are expected to work their assigned schedules. A second



job will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours.

Dress and Grooming

Portland Public Schools provides a casual yet professional work environment for its employees. Even though the dress code is casual, it is important to project a professional image to our students, visitors, and coworkers. All employees are expected to dress in a manner consistent with good hygiene, safety, and good taste. Please use common sense. As adults and professionals, all staff in our District are expected to be guided in their grooming and dress by what is generally acceptable in the business and professional world, setting an example for students. Any questions or complaints regarding the appropriateness of attire should be directed to the Human Resources Department.

Fragrances

Students and employees may be allergic to or may suffer airway distress from perfumes, room deodorizers, and other airborne odors and particulates. Please exercise discretion and sensitivity to others when using fragrances and, when necessary to accommodate an allergy or other sensitivity, individuals may be asked to refrain from using fragrances.

Ergonomics

When the need arises, an employee's supervisor might initiate an ergonomic workstation assessment. The Risk Management Department manages and oversees this service. Please visit the Ergonomics web page *Risk Management - Ergonomic Program.*

Reimbursement

Employees should not purchase anything for which they expect reimbursement unless they have first received permission from the budget holder of the budget to be charged. When turning in the original receipt for reimbursement, it must be an itemized receipt for business purchases only. If the receipt does include personal items, it must clearly identify those items for which the employee wishes to be reimbursed.

Mileage Allowance

Requirements and procedures set forth by regulation and at the rate established by an employee of the district who, with proper authorization, regularly uses his/her automobile in the business of the district, excluding routinely transporting children, shall be compensated for this usage in accordance with the Board 5.50.072-P.

Subpoenas and Testifying

Occasionally, staff may receive subpoenas for testimony by the staff member or for production of records. Do not ever turn over records directly to a non-PPS attorney, an investigator, or legal assistant—even if they come to school carrying a subpoena. Accept the subpoena and then call the General Counsel's office 503- 916-3570.



Staff members should not talk directly to attorneys representing parents. Call the General Counsel's Office if you have questions about a subpoena or contact from an attorney. The General Counsel has published a brochure on what to do when you have received a subpoena, *Subpoenas - What You Need to Know*.

Disciplinary Procedure

Portland Public Schools expects employees to comply with the District's standards of behavior and performance and to correct any noncompliance with these standards. Under normal circumstances, the District endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve. This policy does not modify the status of employees as employees-at-will or in any way restrict the District's right to bypass the disciplinary procedures suggested. Please refer to the appropriate Collective Bargaining Agreement for further information.

Pests and Pesticides

PPS uses Integrated Pest Management (IPM) as its pest control model, in compliance with Oregon law. IPM is a means of pest control that views the use of pesticides as a "last resort." Please do not use pesticides brought from home. Report any rodent sightings to the custodian, who will contact Facilities Operations for a pest control contractor. The front office should have a log book for staff to enter the location and the number of rodents/pests sighted. The contractor will also log what control actions they take while at the school.

Food in classrooms is strongly discouraged – it attracts pests. If food is stored in the classroom, it must be in an airtight metal or plastic container. If food is consumed in the classroom, it is the responsibility of the teacher (not the custodian) to clean up all crumbs and spills. For more information on IPM, visit *here*.

Section 504

Schools may not discriminate against individuals on the basis of disability. Some students have disabilities that do not qualify them for special education services but they still may need accommodations to access education, the school must develop a Section 504 Accommodation Plan for the student. Every school and program must designate a 504 coordinator to ensure that 504 is implemented in the school. For more information visit our *Webpage* or contact Student Services at 503.916.5460.

Separation from Employment

In all cases of voluntary resignation, employees are asked to provide a written notice to their supervisors at least 10 working days in advance of their last day of work. In the case of an individual under employment contract/agreement, the notice should be in accordance with their contract/agreement terms. Holidays and paid time off (PTO) will not be counted toward the 10-working-day notice. Employees who provide the requested amount of notice will be considered to have resigned in good standing and may be eligible for rehire.



Media Communications

Local media often ask the Communications staff for story ideas, and we need your help to assist them. As key members of the PPS community, you come across newsworthy ideas every day — student successes, families and staff members with compelling stories, innovative programs, etc. — and we'd love to hear them! You can contact us at ext. 63304 or *pubinfo@pps.net*. If news reporters contact your school or office by phone or in person, please tell them they must check in with the Communications office at 503-916-3304 or *pubinfo@pps.net*

Social Media Acceptable Use

Portland Public Schools supports the use of social media (primarily Twitter, Facebook, and Instagram) as a way to communicate with families. Official accounts created for schools and Departments should be administered by staff.

The tone of social media posts should be professional, the same as any communication you would send to families via email. You must maintain separate accounts for personal use, and that those personal accounts may not be used in direct communication with students. Staff should not "follow" or "friend" a student on any personal social media account. Social media expectations for staff are set by *8.60.044-AD*.

Please keep in mind that any social media post from a school account becomes a public record and could be subject to state public records laws. Because of that, you should generally not delete social media posts. If there is incorrect information, post a corrected version, noting the correction. You should also never use any social media platform in which all traces of communications are eliminated, such as SnapChat.

As a public entity, you should not delete comments to posts on Facebook or other sites, an act that can be considered a free speech violation.

For help in creating or maintaining social media accounts and other questions, contact Communications at *pubinfo@pps.net*.

Solicitation

PPS employees are public employees and are required to follow applicable state law regarding restrictions on political activity. In order to protect our employees and visitors, solicitation by employees is strictly prohibited while either the employee being solicited or the employee doing the soliciting is on "working time." "Working time" is defined as time during which an employee is not at a meal, on break, or on the premises immediately before or after his or her shift.

Employees are also prohibited from distributing written materials, handbills, or any other type of literature on working time and, at all times, in "working areas," which includes all office areas. "Working areas" do not include break rooms, parking lots, or common areas shared by employees during nonworking time. Nonemployees may not trespass or solicit or distribute materials anywhere on District property at any time.



Campaign and Political Activity by Employees

As a public employee, you are required to follow state law regarding restrictions on political activity. Please review the guidance from the Secretary of State's Office and the General Counsel's office listed below. If you have questions, please call the General Counsel's office at (503) 916-3570. *PPS Campaign Guidelines for Public Employees* or at *State of Oregon Quick Reference - ORS 260.432*

Computers, Internet, Email, and Other Resources

The District provides a wide variety of communication tools and resources to employees for use in running day-to-day business activities. Whether it is the telephone, voice mail, fax, scanner, Internet, intranet, email, text messaging, or any other District-provided technology, use should be reserved for business-related matters during working hours. All communication using these tools should be professional and respectful.

All use of District-provided communications systems, including email and internet use, should conform to our District guidelines/policies, including but not limited to the Equal Opportunity, Harassment, Confidential Information, and Conflicts of Interest policies. Because e-mail, telephone and voicemail, and internet communication equipment are provided for District business purposes and are critical to the District's success, your communications may be accessed without further notice by the Office of Technology & Information Services (OTIS) Department administrators and District management to ensure compliance with this guideline or for any District purpose. Even if you delete an email, voicemail or other communication, a copy may be archived and may be considered a public record on the District's systems.

Technology Guidelines

Password Change Manager

The PPS Password Manager contains Challenge/Response questions like those used for online banking or other web-based services. Once you have completed registration, you are able to reset your password for your PPS network/email account at any time! Visit *https://password.pps.net* to set up your account.

Technical Support Self-Service

To receive technical support for District hardware and software, please visit the Self-Service tool at *https://support.pps.net*. You can request help by creating a ticket directly in the system, look up the status of tickets you have submitted, and by viewing the self-help information on PPS technology topics. If unable to use the Self-Service tool, contact the Service Desk at *support@pps.net* or call 503-916-3375, or visit our webpage at *IT - Service Desk*.

Employee Acceptable Use for Computers

The District's Acceptable Use Policy ("AUP"), set forth through Administrative Directive *8.60.041-AD*, is to prevent unauthorized access and other unlawful activities by users online, prevent unauthorized disclosure of or access to



sensitive information, and to comply with the Children's Internet Protection Act ("CIPA"). By using the network, users have agreed to all associated board policies and administrative directives.

Asset Use and Ownership

The District retains ownership and control of its network, computers, and hardware at all times, regardless of funding source. Equipment is not to be moved between locations unless assigned to an itinerant staff member who is assigned a device to be used at multiple locations they serve. Computers, monitors, Chromebooks, printers, phones, servers, imaging devices, mobile devices, media, etc. are District-owned financial assets and should remain with the Department whose budget purchased that equipment. To learn more, visit our Asset Management Policy website *here*.

Stolen, Lost, or Damaged Technology

The Office of Technology & Information Services (OTIS) can provide repairs for devices under warranty, still in support, or covered by District insurance. Devices that do not meet these criteria may need to be replaced by the school or Department if lost, damaged or stolen. Users with lost, damaged or stolen District-issued technology should contact OTIS immediately to report by calling 503-916-3375.

Phishing and Reporting of Cyber Breaches

All PPS staff are responsible for the protection of student and staff information privacy. All staff must be cautious of phishing attempts as this is a common way for information privacy to be compromised. Phishing is a form of impersonation fraud in which an email sender attempts to extract information by pretending to be someone else. They are characterized by the sender creating a false sense of urgency, poor grammar, email addresses being outside of PPS but pretending to be from internal leaders, and requests for unusual tasks. When in doubt, use the "Report Phishing" button in your email client or contact the OTIS service desk. More information on phishing can be found *here*.

Time Away From Work and Employee Leaves

We understand that you will have important reasons to need to take time away from work. The District provides a variety of benefits and leaves for employees. The most common leaves are summarized below. However, a union contract may provide leaves specific to that bargaining unit; therefore please check your collective bargaining agreement. Current collective bargaining agreements can be found *here*.

Supervisors are responsible for ensuring that the use of leaves (including leave categories not covered here) complies with the terms of the applicable labor agreements, District policies, and federal and state laws (e.g., FMLA and OFLA).

Employees are responsible for properly requesting and accurately reporting their use of leaves. Requests for leave must be submitted on the appropriate form (e.g., Short Leave Request/Certificate of Absence for absences of 1 to 5 days or the Employee Leave Request form for unpaid absences in excess of 5 days). Medical-related leave requests either for the employee or to care for a family member must be requested through the Portland Public School



District leave administrator FMLASource (https://www.pps.net/Page/1710). Leaves must be approved in advance, except in the case of emergencies or an unexpected illness. Leaves of more than 5 days should be requested at least 30 days in advance. For emergencies and sick leave, employees should submit the form upon their return to work.

To comply with the federal Family Medical Leave Act regulations, employees are encouraged to utilize their job-protected leave rights to open a leave request after 3 days of absence, at their discretion, instead of the previous standard of 5 days.

Misuse or abuse of leave, or being dishonest about leave usage, is misconduct, which may lead to disciplinary action, up to and including termination of employment.

For further information on leaves, please click *here*.

Sick Leave

For information on benefits for your specific position, please go *here*. Note that there are sick leave banks available to certain groups of employees under specific circumstances. Your own personal paid leave must be exhausted before you can use any *Sick Leave Bank donations*.

Family Medical Leave Act (FMLA) and Oregon Family Leave Act (OFLA)

Both the Federal Family and Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA) entitle eligible employees to take up to 12 weeks of job-protected leave. In most situations, FMLA and OFLA run concurrently.

The types of FMLA and OFLA leaves are:

- For the birth, adoption or foster care placement of a child
- For the employee's own serious health condition
- To care for a family member* with a serious health condition
- For pregnancy disability or prenatal care
- To care for a sick child who does not have a serious health condition, but requires home care (OFLA only)
- To care for a seriously ill or injured service member or veteran (FMLA only)
- Because of a "qualifying exigency" arising out of a family member being on or called to active military duty (FMLA only).

*Family members under FMLA include only your spouse, child or parent (or one standing in the place of a parent or child of the employee). Family members under OFLA include your spouse, child, or parent (or one standing in the place of a parent or child), grandparents and grandchildren, parents-in-law, same-gender domestic partners, and children and parents of the same-gender domestic partners.

OFLA also allows up to 2 weeks of bereavement leave for the death of a family member if taken within 60 of notification of death. Family members in this instance include your spouse, same-sex domestic partner, child,



parent, parent-in-law, grandparent or grandchild, or the same relations of your same-sex domestic partner or spouse.

To be eligible for FMLA leave, you must have worked for at least 12 months and worked at least 1,250 hours in the 12 months immediately preceding the leave. For OFLA, you must be employed at least 180 days and work at least an average of 25 hours a week during the 180 days before the leave begins. (OFLA parental leave only requires 180 days of work, not the 25 hours per week average.)

Upon returning to work after an FMLA and/or OFLA leave, employees are generally returned to their same job, if that job still exists. Otherwise, an equivalent position will be offered.

Paid Leave Oregon (PLO) (also known as Paid Family Medical Leave "PFML")

Effective September 3, 2023, a new Oregon leave program will be available to all Portland Public School employees. This program is funded through payroll taxes which are paid both by the District and employees. Eligibility is available to all employees, except those receiving unemployment or Oregon Workers Compensation.

The type of PLO leaves are:

- Family Leave: to care for a family member with a serious illness or injury, or to bond with a new child after birth, adoption or foster care placement.
- Medical Leave: during your own serious health condition.
- Safe Leave: for survivors of sexual assault, domestic violence, harassment, or stalking.
- PLO leave will be applied concurrently with FMLA/OFLA eligibility, where applicable.
- The types of benefits are:
- 12 weeks of paid leave per year (up to 14 weeks for pregnancy-related medical leave).
- Leave can be taken a day, week, or month at a time.
- Job and benefits protection if you have worked 90+ days for the District.

Family Illness Leave

This is for absences (up to three days, with pay) due to illness of an immediate family member* or for someone else who regularly lives in your home, when your care or attention is required. Family Illness Leave may not be used for an employee's own illness in the case of pregnancy or parental leave. *For purposes of Sick and Family Illness leaves, immediate family members include your spouse, domestic partner, children, parents, brothers, sisters, mother-in-law, father-in-law, grandparents, and grandchildren.

Funeral/Bereavement Leave

Funeral leave may be used for absences due to the death of a relative or friend. Generally, one day is granted to attend the funeral of a friend or relative, with an additional day, if required, for travel. For a death in the immediate family* three days (five for a parent, spouse, domestic partner, or child) with pay, plus two additional days at two-thirds pay, are allowed. **Immediate Family, for purposes of paid Funeral Leave, means spouse, domestic*



partner, children, parents, grandparents, grandchildren, mother-in-law, father-in-law, brothers and sisters, and any person regularly living in your home.

Jury Duty/Court Appearance

We support your civic duty to serve on a jury. You must present any summons to jury duty to your supervisor as soon as possible after receiving the notice to allow advance planning for your absence.

Nonexempt employees will be paid for up to 2 weeks of jury duty service at their regular rate of pay minus any compensation received from the court for the period of service. Exempt employees are subject to the same 2-week limitation except that they will also receive pay for any days they serve as a juror or witness in a workweek in which they actually perform work. All employees may use any accrued time off balances if required to serve more than 2 weeks on a jury.

If an employee is released from jury duty after 4 hours or less of service, he or she must report to work for the remainder of that work day.

Time for appearance in court for personal business will be the individual employee's responsibility. Normally, personal days or vacation days will be used for this purpose.

Personal and Emergency Leave

The District grants employees up to three days of pay for personal or emergency leave. Personal is defined as business of the employee that cannot be addressed outside the employee's work day. It is limited to situations that cannot be addressed at times other than the work day. *Emergencies are defined as events* that cannot be planned and do not require prior approval.

PAT members are also allowed an additional three days of *unpaid* Personal Leave for "personal reasons".

Per our Labor Agreements, PAT member requests for Personal Leave must be made one week before the leave; for all other District employees, the requirement is 24 hours in advance.

Vacation Leave

For eligible employees (generally year-round employees), vacation leave is for whatever purpose an employee may choose, provided that the leave is requested in advance and approved by the supervisor and the employee has sufficient accrued leave to cover their absence.

Other Forms of Unpaid Leave by Law

We also provide other forms of unpaid leave, including military leave for those who are serving in the military, including the National Guard; Oregon Military Family Leave, leave under disability laws; leave for employees who are victims of crimes; and leave that is required as a reasonable safety accommodation for employees who are victims of domestic violence, sexual assault, or stalking.



Do not hesitate to contact Human Resources at *leave@pps.net* for assistance in navigating the various leave benefits provided by law and in collective bargaining agreements.

Other Forms of Unpaid Leave by Union Contract

The union agreements outline several additional leaves including unpaid child care eave (PAT, PFSP, DCU, SEIU, and ATU), Federation or Association Leave (PAT and PFSP), Political service leave (PAT and PFSP), and Career Development, teaching exchange or study leave (PAT only). For more information on leave specific to your union, please check *here.*

Employee Benefits

Portland Public Schools recognizes the value of benefits to employees and their families. The District supports employees by offering a comprehensive and competitive benefits program. For more information please click *here*. This site includes information about Medical, Pharmacy, Dental, and Vision Insurance, Group Life Insurance, Long-Term Disability, 403(b) Retirement Plans and many more benefits.

Workers' Compensation

The District abides by all applicable state workers' compensation laws and regulations. Workers' compensation is a "no-fault" system that provides compensation for medical expenses and wage losses to employees who are injured or who become ill because of employment. Portland Public Schools pays the entire cost of workers' compensation insurance. The insurance provides coverage for related medical and rehabilitation expenses and a portion of lost wages to employees who sustain an injury on the job. You can learn more information about Workers Compensation by clicking here or contacting the Human Resources Department *here.*

Employee Assistance Program

The Employee Assistance Program (EAP) is a resource designed to provide highly confidential and experienced help for employees in dealing with issues that affect their lives and the quality of their job performance. We have contracted with Uprise Health to provide FREE Employee Assistance Program (EAP) services to our employees (0.5 FTE and above) and their dependents, living at or away from home, and all household members, related or not. Services include: (1) Confidential Counseling – up to six face-to-face counseling sessions for each new issue, including relationship, family, stress, anxiety, alcohol or substance abuse, and other common challenges; (2) 24-hour Crisis Help – toll-free access for you or a family member experiencing a crisis; and (3) Online Access – convenient access to online services. They also provide Life Balance + wellness services, such as identity theft services, will preparation, financial services, etc. Call 1-866- 750-1327 or go to https://members.uprisehealth.com/ Access Code: OEBB



School

Academic Freedom

Please see *6.20.010-P* academic freedom, *6.20.011-AD* academic freedom in the instructional program, *6.20.012-AD* instructional materials and academic freedom.

Assessment of Students: State Requirements

The Oregon Statewide Assessment System (OSAS) is made up of a number of required assessments including English Language Arts (ELA) and mathematics summative (Smarter Balanced), science summative (aligned to NGSS), ELPA Summative (English Language Proficiency Assessment), ELPA Screener, and the Oregon Kindergarten Assessment (OKA). The Extended Assessment is also available as an alternate assessment for students with disabilities who are unable to take ELA, mathematics, or science summative tests for reasons indicated in IEP or 504 plans. OSAS assessment results are used for a variety of federal and state accountability measures.

For additional information about testing requirements in general or for specific assessments, please visit the *System Planning and Performance assessment web page*.

Assessment of Students: Other

Other assessments besides Oregon Statewide Assessments are administered to students in PPS. All students in grades K – 8 are screened for literacy skills (DIBELS/IDEL and easyCBM) and math skills (NWEA MAP Growth) in the fall, winter, and spring. Additional assessments for other purposes, such as TAG identification, dual language progress or new curriculum adoptions, District-wide formative or interim assessment implementations or pilots also occur at various times throughout the school year.

High school sophomores take the PSAT, a precursor to the SAT college entrance exam. The PSAT is published by the College Board. State regulation requires all schools to offer the PSAT to sophomores, but students are not required to take the test. The state pays for all PSATs taken by sophomores. In addition to the required state assessments, juniors have the opportunity to take the SAT, a college entrance exam. The District pays for all SATs taken by juniors. All of these high school-level tests are administered on regular school days.

For additional information about testing requirements in general or for specific assessments, please visit the *System Planning and Performance assessment web page*.

Attendance

As a District, we recognize the importance of attendance and its direct connection to student achievement. When children are not in school, it becomes extremely difficult for them to make gains and improve their academic skills. In addition, families expect absences and tardies to be dealt with consistently regardless of which school their children attend.



School staff are expected to follow the practices stated in the District Attendance Handbook, which can be found *here*. The Attendance Handbook includes materials defining key attendance terms, uniform practices in attendance recording, and resources on dealing with attendance issues.

Attendance for students in grades 6 through 12 is taken every class period; attendance for students in grades Pk-5 is taken twice daily. Student attendance is generally taken and entered into Synergy TeacherVUE within the first 10 minutes of each class period. Refer to the Attendance Handbook for more detailed information on when and how to take attendance. State law requires us to notify families by the end of the school day for any student with an unexcused absence.

Students must be withdrawn after 10 consecutive days of being absent from school – no matter the reason. Please refer to the PPS Attendance Handbook for details regarding excused/unexcused absences and withdrawing students, etc.

Questions? Email *AttendanceSupport@pps.net*

Career-Related Learning Experiences for Students—Insurance Coverage

Students participating in career-related learning experiences may be covered by the District's insurance which is either General Liability or Workers Compensation.

Due to the unique and broad base of pathway experiences, questions regarding insurance should be directed to the Risk Management Department. Insurance coverage applies only if the activity is practicum experience (non-paid). For a complete summary of insurance coverage applicable to students in PPS's varied types of student placements, go to *Risk Management*.

Paid career-related learning experiences are not covered by the District's insurance. Students are never covered by the District's auto insurance. Please contact the Director of Risk Management at 503-916-3204 with questions.

Ceramics Safety

Ceramics activities and materials should be performed and used in accordance with applicable OSHA or other safety standards, and industry best practices. Contact Risk Management, extension 74354, or the Visual and Performing Arts Department for further information.

Communication – Language Access

Schools are required by federal law to communicate to parents, in a language they can understand, any information about programs, services, or activities that are available to parents who are proficient in English. Principals, teachers and building staff are responsible for ensuring families receive translated materials and scheduling interpreters on behalf of families.

- For more information about federal guidelines, please see *here*.
- The District's Language Access Services Department is available to help with interpretations and translations. To see more information about deadlines, costs, and hours, go to: *www.pps.net/languageaccess.*



Complaint Resolution Process

In accordance with Board Policy 4.50.032-P, this administrative directive sets forth the specific procedure for resolution of formal complaints by students, parents/guardians and people who reside in the district ("complainant"). The formal complaint process is one of a set of tools available to resolve school-based problems and other issues. It is the district's intent that every effort be made to resolve conflicts through informal processes as described in the administrative Directive 4.50.031-AD.

Conferencing with Parents

Teachers traditionally conference with parents when specific days are designated as Parent-Teacher Conferences. There are, however, other instances when a problem-solving or assessment conference is needed. In general, remember that when interacting with parents: be clear and honest with your information, have data to support your comments, do not discuss other students, listen carefully, and allow parents ample opportunity to talk.

Custodial and Non-Custodial Parents

School staff need to be prepared to work with families in which the parents are divorced or separated. There may be instances where the court awards educational decisions to only one parent. This, however, is rare. For situations where parents have been awarded joint custody, both parents retain the same rights under the law to make decisions for their child. Situations may arise in which the parents disagree about a situation involving the student and try to give staff conflicting direction about the student. School staff should contact the General Counsel's office when parents will not work cooperatively about educational decisions.

Unless prohibited by court order, the parent with whom the child does not primarily live (the "non-custodial parent") shall have access to school processes to the same extent as the other parent. This includes:

- inspecting and receiving school records
- consulting with teachers
- attending school events
- receiving school printed communications (i.e. class newsletter, school bulletin)
- visiting the school
- volunteering at the school



In family disputes, avoid taking sides, giving opinions, or providing information to one parent about the other parent. The General Counsel strongly advises teachers, counselors, and other staff not to write letters of support for either parent in disputes. Furthermore, staff should not discuss students or meet informally with attorneys representing parents. Staff are sometimes subpoenaed in child custody cases, which is a formal court process that allows both parties to ask questions of the staff person at the same time. When this occurs, staff should only answer the questions they know the answer to, and should be factual based on attendance, grades, behavior at school, etc. Even if subpoenaed, staff should not reveal conversations they've had with students concerning their parents (unless the information gives rise to a mandatory report), give opinions about who is the better parent, where they think the child should live and those types of questions. This document provides guidance if you receive a subpoena: *click here*

Disciplining Students

Discipline procedures are put in place to maintain a safe environment for students, staff members, and visitors to our schools. Each school has developed its discipline plan with school rules and appropriate consequences that directly align with the District's policies and administrative directives. Please follow the links below for PPS policies and administrative directives pertaining to Student Conduct and Discipline:

- *4.30.010-P Student Conduct and Discipline*
- *4.30-011-AD Student Conduct and Discipline Implementation Framework*
- *4.30.020-AD Student Discipline Procedures*
- *4.30.021-AD Student Suspension and Expulsion Procedures*
- *4.30.022-AD Alcohol, Other Drugs, and Tobacco*
- *4.30.025-AD Discipline of Students with Disabilities*
- *4.30.012-P Standards Of Conduct - Student Dress And Grooming*
- *4.30.013-AD Student Dress Code*

To ensure consistency, the School Discipline Plan (A.K.A School Climate Handbook) describes the procedures followed by staff within the school. It is paramount that all staff members teach students behavioral expectations and are consistent in upholding these standards of conduct and procedures anywhere on District property and District-sponsored events.

Corporal (Physical) Punishment: Punishment that willfully intends to inflict pain on a student is prohibited. This prohibition includes strenuous exercises that cause physical pain when exercise is used as a punishment.

To ensure consistency, the School Discipline Plan (A.K.A School Climate Handbook) describes the procedures followed by staff within the school. It is paramount that all staff members teach students behavioral expectations and are consistent in upholding these standards of conduct and procedures anywhere on District property and District sponsored events.



Field Trips

Please refer to the administrative directive regarding field trips *link*. It is extensive and covers information on trip approval, chaperones, funding, transportation, overnight requirements, accommodations, and much more. Out of state activities require Board approval (unless within 150 miles of PPS Headquarters). Submit out of state requests at least 20 days before a Board meeting. International trips must be submitted at least 60 days prior. For other circumstances, completed forms for a wilderness or overnight field trip must be submitted for approval at least 10 days prior to the trip.

Request forms, parent permission forms, and best practice checklists can be found on PPS Inside at *6.50.011-ad field trips*

*For Transportation support, see Transportation headline below

Fund-Raising and Merchandise Sales in Schools

Before conducting any fundraisers, it is the responsibility of the staff member to ensure the principal has approved the proposed fundraising plan. The plan must address the amount and timing of anticipated receipts. Staff should never provide PPS bank account information to outside sources for use for any private fund-raising vehicle such as "Go-Fund-Me" or other such uses. All fund-raising activities must be conducted under the direct supervision of staff. The activities should not interfere with or disrupt the school setting or individual students' educational schedules. All funds raised should be remitted to the school administration immediately following the event. No funds should be received and disbursed without being deposited in the bank (for example, during a car wash, donated cash cannot be used to purchase pizza for the volunteers). If you have questions, ask the principal. Questions may also be directed to the General Counsel or Finance Department (*3.30.031-ad Merchandise Sales In Schools*).

Please also refer to the following memos in regards to fund-raising:

Limitations on Use of Facilities and Grounds. Parent Groups and the Schools / Gambling *(3.30.020-P*):

Guests and Presenters

Students often benefit from guest speakers or presenters. There are a few guidelines that teachers and administrators should follow in arranging for such guests. Before confirming a date or other arrangements of any kind with a guest speaker who may be controversial, the teacher shall give notice to the principal prior to extending the invitation. It is best practice to notify parents in advance.

If a fee or honorarium is expected to be paid to a guest speaker, a personal services contract is required (see Contracts). Speakers should never be left unsupervised with students. The event should not take place until the contract has been reviewed and signed by Purchasing & Contracting personnel.



Homework

Teachers should make parents aware of individual homework policies in their classroom syllabus, at Back to School Night, and at conferences. Make certain that classroom homework policies align with the school's policy and District-wide acceptable practices.

Instructional Materials - Ownership

Anything purchased with building, District, PTA, PPS Foundation, or grant funds belongs to the school and is not to leave the building when a teacher changes schools or districts. It is expected that staff members will readily share District materials with their colleagues. Any instructional materials developed during the workday are the property of Portland Public Schools.

Medications Administered to Students

Students may, subject to the provisions of District policy and administrative directive, have non-injectable prescription or non-prescription medication administered by designated, trained school staff or be permitted self-medication.

"Prescription medication" any medication that under federal law requires a prescription by a prescriber "Non-prescription medication" means medication that under federal law does not require a prescription from a prescriber. Non-FDA approved medications are allowed with a written order from the student's prescriber that includes the name of the student, name of the medication, dosage, method of administration, frequency of administration, a statement that the medication must be administered while the student is in school, any other special instructions, and the signature of the prescriber.

Procedures:

The building principal will:

- designate school staff authorized to administer medication to students
- ensure the required yearly training for these staff. The authorized training will be provided by the MESD School Nurse/Health Services Department. Plan adequate lead time for scheduling training, especially to ensure readiness for field trips.

To receive any medication at school, a written, signed request from the parent or guardian must be submitted to the school office. Additionally, for prescription medication written prescriber direction must be received. All medication must be brought to school in its original container and deposited with the secretary. It will be kept in a locked area in the office with the student's name and picture. *Controlled medication, e.g. tranquilizers, Ritalin® received at school must be counted by 2 designated staff and documented on the student medication record by both persons. Any discrepancies will be reported to the parent/guardian, nurse and the administrator immediately.*

Teachers will report to the school office the names of any students using any medication at school. The principal, office staff or nurse will notify the family to implement the above District policy and procedures. Whenever a staff member observes or suspects a student is in possession of medication in any form, he/she must report it to the office immediately.



Self-medication may be appropriate in specific circumstances, refer to the *Administrative Directive* for guidance.

For a student requiring medication on a field trip, a medication-trained staff member must:

- Sign out the medication from the office and accompany the student
- Keep the medication in its original container and be responsible for the administration of the medication
- Record the time and dose of medication administered on the field trip
- Return the medication to the secure area upon returning to the building

Teachers are not required to be responsible for any medical procedure. Please note that Oregon law states that a school administrator, teacher, counselor, or nurse may not recommend to a parent or legal guardian that a student obtain a prescription for medication that is intended to affect or alter the thought process, mood, or behavior of the student. The law further states the prohibition does not limit District staff from communicating with a parent or legal guardian of a student concerning the behavior of the student at school or relieve the District of the duty to identify, locate and evaluate students with disabilities (*4.50.026-P*, *4.50.027-AD* Administering Non-injectable Medicine To Students).

Building Use

Painting and Murals at Your School

Any painting at your school requires permission from Facilities and Asset Management. Please follow the instructions located *here* under Project & Construction Management. If you have any questions, please call FAM at 503-916-3401.

Physical Restraint and Seclusion

Physical restraint may only be used in very limited circumstances – The student's behavior imposes a reasonable risk of imminent and substantial physical or bodily injury to the student or others and less restrictive interventions would not be effective. Seclusion may only be used in very limited circumstances. The student's behavior imposes a reasonable risk of imminent and serious bodily injury to the student or others and less restrictive interventions would not be effective. Only staff who have current training in Nonviolent Crisis Intervention (NCI) may implement physical restraint or seclusion except in an unforeseeable emergency circumstance, and only approved NCI techniques may be used. Mechanical restraints and prone restraints (face down on the floor) are prohibited. For each incident of physical restraint or seclusion, staff must complete an online report. Parents must be given same day notice, a copy of the incident report, and notice of a debriefing meeting to be held within two school days. For more detailed requirements, see *4.50.060-AD* Student Restraint and Seclusion and procedures posted *here*.

Pledge of Allegiance

Oregon state law requires schools to provide students with an opportunity to say the Pledge of Allegiance at least once during each school week. Students who do not participate in the salute must maintain a respectful silence during the salute.



Releasing Students to Parents

If parents come to the classroom to take a child out of school, do not release the student directly to the parent. Ask the parent to return to the office to sign out the student and to wait for the student there. The office will send for the student when the paperwork has been completed and the office knows for certain that this is an adult who may have the child released in their custody.

Religious and Cultural Issues

Schools are often faced with questions regarding religious issues. Below is a link to the General Counsel's legal memo regarding religion in the public schools that covers holidays, definitions of teaching religion, symbols, music, prayer requests etc. The information should assist staff in understanding allowable and appropriate activities and discussions. Creative expression of a particular cultural or religious nature initiated by students is acceptable in a school setting. Read the full *Legal Guidance*. If parents object to a particular part of the curriculum on the basis of religious or deep-seated moral beliefs, they may offer an alternative activity for that particular portion of the curriculum. It must meet the same instructional goals as the teacher's assigned activity and is subject to approval by the teacher and principal. Please call the General Counsel's office with specific questions.

Student Placements - Staff and Parent Input

Input from staff and parents may add valuable information to the other considerations used by administrators in reaching a decision.

Substitute Folder

At the beginning of the year, each teacher should prepare a Substitute Folder that is updated as needed. This folder should contain information that will assist a substitute in carrying out a suitable educational program for the students in the classroom. Suggested items:

- A clear and complete set of lesson plans and assignments that may be used regardless of the day the teacher is absent (an "if all else fails plan")
- IEP & 504 student accommodations
- Emergency or other medical protocols for students with health conditions
- Student Management plans/rules with strategies for control, notes, or cautions you think will be helpful, including a list of students who can tell the substitute how things are usually done
- Attendance codes
- Seating chart
- Daily program and bell schedules, special events, (e.g., speech or resource schedules, P.E., library, etc.)
- Information regarding emergency drills, signals, exits, where to walk, and where to stand
- Grade-level or subject colleagues from whom to get additional information from if needed



Transportation Resources

Frequently Asked Questions - FAQ's Link
To find student route & bus Information: e-Link
Where is my bus? Arrival Board Link
Finding Schedules & Routes: Schedules & Routes Link
Bus Tags: Bus Tags Link
TriMet Support: Call (503) 916-6901
Unmet procedure (SPED and GT):
Child Missing: Call (503) 916-6901 - press the number 2 when prompted. Please have the student's name, route number and stop location ready.

Requesting service and/or changes to Transportation service:
For Specialized Transportation (including Special Education), transportation requests should first be processed through the Special Education Department by filling out a Google form, this includes address changes (SPED TD (link). For General Transportation requests, use the GT TD link.

Field Trip requests
Field trips are scheduled on a first-come, first-served basis and are subject to vehicle availability. Vehicles are most likely to be available during "non-prime" hours (typically between 9:30am-1:30pm). For more information on how to request field trips or charter bus services, visit the Transportation Website link.

Tutoring
No teacher is permitted to accept any compensation for private instruction given to pupils enrolled in their assigned class or school. Students are not considered enrolled during the summer break. Teachers may not advertise at the school or recruit for any outside tutoring services they may offer in the summertime or other holiday time. Additionally, families may not pay for private tutoring during the school day on school grounds for general or special education students (*5.20.072-P Tutoring*).

Vending - District Contract - See "Wellness Policy" Snack and Beverage Guidelines
Schools do not have vending machines. Schools and departments may purchase a variety of food and beverage products directly from stores. If you desire to arrange a contract with a particular vendor for large purchases, you must first confer with the Purchasing & Contracting Department.

Wellness Policy and Oregon Statute Standards for Food and Beverages
We are committed to providing healthy school environments that promote life-long wellness. The District wellness policy and administrative directive *3.60.062-AD* and *ORS 366.423* regulate what can be sold to students and served on campuses. Student Wellness through Nutrition and Physical Activity *3.60.060P* and *3.60.062-AD* establish nutrition guidelines for all foods available on campus during the school day.



Foods and beverages served as class snacks shall meet the same nutrition guidelines. Foods and beverages sold or served on school campuses must meet the Wellness policy guidelines. No food sales of any type outside Nutrition Services USDA meal programs, including student stores, are allowed until 30 minutes after the end of the last lunch period.

Student stores wishing to use equipment such as refrigerators, microwaves, or coffee pots must obtain prior approval from the Maintenance Department at 503-916-3303.

Food fundraisers cannot be sold until 30 minutes after the end of the last lunch period and must meet the nutrition criteria outlined in the Wellness policy.

References:

- Snack, Beverage or Entree Calculators for Student Stores, Fundraisers, etc.
- *ODE Resources on Wellness and Smart Snack Standards*

Volunteers

Volunteers should be directed to *www.pps.net/volunteer* to take Mandatory Volunteer Training and complete the volunteer application via Raptor. All volunteers must have a completed, approved volunteer background check on file prior to working with students in direct, unsupervised activities such as chaperoning on field trips or one-on-one tutoring. This approval can take up to three weeks, so plan ahead. The background check is good for three years. Volunteers working in schools and on school grounds assist staff with a variety of tasks that may include student contact, even when there is not direct, unsupervised contact. When students are involved, general standards have been established to reduce the risk of inappropriate conduct:

- Volunteers should work with students in a public setting, in classrooms with teachers and others, in hallways where people frequently pass, or in groups.
- Physical contact between a volunteer and students should be avoided. Hugs in the primary grades can be accepted, but should be initiated by the student.
- Relationships outside of school between volunteers and students with whom they work should be discouraged and occur only with parent permission.

Volunteers should be made aware of emergency procedures and exits, restroom accommodations, materials usage, and be reminded of their need to maintain confidentiality regarding students' work and behavior. Always inform the volunteers of schedule changes and holidays. Have work or instructions ready for them when they arrive. Thank them frequently. Ask the office to train volunteers on the use of the copiers and any other equipment they may use prior to sending them on their own. Volunteers shall wear volunteer badges provided by the office at all times. Please remind volunteers that they cannot bring non-school age or other children to school with them for volunteer activities or field trips. The volunteer's attention should be on the students, and PPS does not have insurance for younger siblings and visitors. Staff and volunteers should call Security Services at 503-916-3000 with any questions concerning volunteer issues.



The office must be aware of and notified of volunteers in classrooms. A principal always has the authority to exclude a volunteer when he/she believes it is in the best interests of the school. All volunteers are required to read and agree to the ***Professional Conduct Policy***.

Waivers

A waiver is required when a school, by a request of the principal, is asking for a waiver or variance from state or District guidelines such as shortening the length of the school day or canceling a student instructional day for staff development. A District timeline and guidelines for submitting waivers are updated each year and made available in the spring through Admin Connection.

Building Use

Administrative Moves and Furniture

If you work at an administrative site or within a school in an administrative program:

- If you have a furniture request, please review the Administrative Furniture/Moves website located here and If you have questions you may email *furniture@pps.net*.
- All requests will need to be submitted through the Tririga system info here. All move requests are submitted via TRIRIGA at pps.ecifm.net
- FAM (Facilities and Asset Management) will review your submitted request and then contact you via phone or email to gather additional information and/or to set a meeting to review the work location and discuss the required changes.
- FAM will then determine whether we have the furniture in inventory to fulfill your needs. If so, we will contact you again to work with you to set an installation date. If we do not have the furniture in inventory, your team will need to purchase the items from your budget from an external vendor.
- Furniture moves, additions, and changes are charged by an hourly rate ($150) to your Department and are made payable via your Department's chartfield.

If you need a TRIRIGA account, need assistance or forgot your password, please contact tririga-admin@pps.net.

New Employees:

Upon submitting a request to Human Resources to add a new employee within your Department, please notify the Administrative Space Planner within Facilities and Asset Management so that they may help you to determine vacant workstation locations for your new hire. Please submit new employee hiring notifications to: *administrative-furniture@pps.net*. Lack of advance notice may result in delays having the workstation ready for a new employee.

Existing Employee Move Request:

Employees may not move locations without authorization from Facilities and Asset Management. Move requests can be made via email to: *administrative-furniture@pps.net*.

Please contact PPS locksmith,503-916-3303 for all requests to re-key the following:

- Lateral Files



- Vertical Files
- Pedestal Files
- Overhead Bins

Moving Classrooms and Teachers:

If you want to make classroom moves to improve the academic environment or change the physical space, please work with your Principal and the Area Senior Director. Your Area Senior Director will in turn contact Facilities if necessary.

Teacher moves are made at the discretion of the Principal. There is no Facilities funding to: 1. Pay teachers to move

2. Buy and deliver boxes 3. Pack or move teachers' items.

If you have multiple classroom moves in mind, please discuss this with your Senior Director. If your school is part of a Central Office PPS project, your school will receive moving support.

*When the School Board makes a decision to close or reconfigure a school, different rules apply because it is essentially a "forced" move not a job change by choice. There are other conditions that might cause a move to be budgeted and paid for within a project managed by a PPS Project Manager. The process for getting a PPS Project Manager assigned is found on the Facilities *PPS.net* under *"Project Management"* (PDR).

Animals in the Classroom or on School Property

Guidelines for Animals in the Classroom or on School Property 3.80.011-AD, establishes the process by which staff, students, and visitors can bring animals onto school grounds, either as an "animal visitor" that will be present for an educational purpose, or as a service animal.

In order to promote safety when animals are present, the requirements in the AD must be closely followed. Pets are not to be brought to school at any time without the permission of the building administrator whether or not it is a day with students in attendance. This includes students wishing to bring a pet for show and tell. Proof of vaccinations and an explanation of the educational purpose for bringing the pet must be provided to the principal in writing. Ultimately, allowing classroom pets is at the discretion and explicit permission of the principal, taking into consideration safety, allergic reactions, handling, vaccinations, etc. Children are not to handle potentially dangerous animals (e.g., ferrets, tarantulas, geckos - which may carry salmonella).

Individuals requiring the use of a service animal are allowed access to the school as defined and described in the administrative directive. Please consult with Special Education/Section 504 legal counsel, *https://www.pps.net/Domain/63*, before responding to requests for service animals to accompany students to school.



Art in PPS Buildings

PPS has been the recipient of gifts and loans of art from generous students, artists, alumni, and community members. All District and federal government artwork has been photographed and is being cataloged by school and room placement by Facilities and Asset Management.

One of the largest loans came from the federal government's depression-era Works Progress Administration (WPA). Under the WPA, artisans were hired to create works of art for public spaces. PPS was the recipient of many pieces of art (paintings, sculptures, murals, wood carvings, textiles, screens, prints, etc.) done by local and nationally recognized artists. The pieces are the property of the federal government and are on loan to schools throughout the United States. Over the last several years, PPS has worked with the United States General Services Department to identify and catalog every piece of artwork in the District. A full inventory has been done and a catalog is being produced of all WPA pieces in schools throughout the United States.

Art protocols:

- All artwork other than student artwork belongs to PPS or the federal government
- No pieces of District or federal government artwork may ever be sold, gifted or reproduced
- No mural inside or outside District property is to be removed or painted over without the written permission of the Director of Facilities and Asset Management

Do not move or remove artwork: If there is a piece of artwork in your building that needs to be moved or removed for any reason, please contact Facilities and Asset Management at 503-916-3401 so that they may oversee moving or removal. *Staff, students, parents or other community members may not move or remove District artwork inside or outside any PPS school or PPS building.*

Asbestos

In accordance with state and federal regulations, such as AHERA, all school district buildings have been inspected for asbestos-containing materials. Exposure to asbestos fibers may cause lung cancer.

Asbestos may exist in a variety of building materials including but not limited to: gaskets, cement board, pipe insulation, duct insulation, boiler insulation, vinyl floor tiles, mastic, spray-on textured ceiling, sound attenuation material, magnesite cementitious flooring, sheetrock joint compound, and plaster.

Employees shall not disturb or damage any building materials in any way unless expressly authorized. A description of the location, quantity, and condition of all asbestos-containing materials (ACM) and presumed asbestos-containing materials (PACM) is available in the Asbestos Management Plan (AMP), which is available upon request.

Contact Risk Management at 503-916-3502 with any questions or to request access to AMPs.



Bulletin Boards, Doors, Walls - Fire Codes

Decorations, student-generated materials, and/or background paper shall not exceed 20% of the wall (including the bulletin boards on the wall) and 10% of the door surface at any time of the year. Nothing should cover any already designated signs such as mandatory notices or signs ending with "by order of fire marshal." No paper materials may come within one foot of the ceiling or light fixtures. Any type of clothesline, wires, string, etc. hung across the room must be at least 7 feet above the floor and no more than 2 may exist in any room. Propping Doors: No self-closing doors should be propped open. Violation of these standards causes a safety threat and could bring a significant fine to the school and District. Please refer to the *Common Safety Violations in School Classrooms* document with any questions. See the distribution of materials policy and administrative directive *3.30.035-P, 3.30.038-AD .*

Civic Use of Buildings (CUB)

A Civic Use of Buildings (CUB) application must be completed, and a **PERMIT** must be issued by the CUB office for:

- ALL activities that extend beyond the school day (both school and non-school use)
- ALL activities held for non-school use during the school day (e.g., PTA meetings)

All applications are sent by the CUB office to the school designee for approval. All applications must be submitted to CUB 15 days in advance of any activity. Applications are submitted on-line via the CUB Home Page. The link to make a request is cub-booking.pps.net/VirtualEMS/This process helps avoid room and facility conflicts in our schools, including conflicts with use by other District groups and by the community. It also provides a mechanism to address the liability issues associated with the non-school use of our schools, and it allows for the scheduling of custodial and/or security coverage, if required. The Terms and Conditions and Building use guidelines compliance links can be found on the CUB home page *https://www.pps.net/Page/1486*

Projects in Schools (FAM Projects & Construction)

FAM Projects & Construction relies upon the schools to use the Project Development Request (PDR) Form to request projects be done at their school. The form and additional information is located on the FAM website here (https://www.pps.net/Page/1406).

Submission of the Project Development Request (PDR) is normally done by the School Principal. The work is typically carried out by a Contractor or Volunteers depending upon the type of project that is requested. Examples of the type of projects that should be submitted as PDR's:

- A PTA/Volunteer group wishes to fund-raise for a new play-structure
- A school wishes to create a new culinary program and require some type of kitchen equipment/sinks/etc.
- The parking lot requires re-striping and/or patching repair
- The school wishes to repurpose an office into a classroom space
- The school wishes to create a new arts program that uses kilns and will require the purchase and installation of a kiln.
- The school wishes to paint a mural inside or outside of the building.



- A PTA/Volunteer group wishes to plant several trees on the property.

FAM P&C reviews PDR submissions each week on Monday's. We use a set of criteria to prioritize all PDRs to help us properly allocate our limited funds. PDR's are reviewed weekly, and we commit to responding back to the PDR requestor within 10 days. If the PDR is approved and becomes a project, a FAM Project Manager will be assigned and will communicate back to the PDR requestor within 24 hr's of receiving PDR approval.

Energy Conservation

The District is committed to maximizing energy efficiency and resource conservation in our schools. Building occupants can have a significant impact on facility resource use, and we ask you to help us conserve energy. Here are a few things you can do to help:

- Turn lights off when leaving a classroom or office
- Unplug chargers/appliances at the end of each day or when not in use (these devices still draw power even when not turned on)
- Shutdown computers at the end of each day and put them in sleep mode when not in use
- Shut all windows and doors and close all blinds at the end of each day

Thank you for helping us to be good stewards of both District resources and the environment. For more information, please visit the *Energy section* of the *PPS Sustainability webpage*.

HVAC Air Filters

In 2021, the District upgraded all main building air filters from MERV 8 to MERV 13 in an effort to mitigate the impacts of the COVID-19 pandemic. The air filters are changed twice per year throughout the District. Please contact the maintenance department with any questions regarding main building air filters at 503-916-3303.

Keys/Access Control

Staff members will sign out keys at the beginning of each school year and sign them back in at the close of each year or at the time of termination of their assignment at that building. DO NOT give keys to any students.

Full-time employees will have access to exterior doors using their District issued ID card. Please contact the IT service desk at x63375 for any issues with your ID card.

Ladders

To prevent serious injuries, ladder use is discouraged except for maintenance staff. Please remember to place work orders for repairs. Together, Facilities and Risk Management are working to replace old wooden ladders with new fiberglass ladders. Contact Risk Management at extension 63503 with Fall Protection questions.



Painting at the Workplace

Painting your classroom or office requires permission from Facilities and Asset Management. Please follow the instructions located here under our Volunteer Painting Projects. *https://www.pps.net/Page/1832* If you have any questions, please call FAM at 503-916-3401.

Recycling and E-waste

We recycle: paper, cardboard, plastic bottles, aluminum cans. We do NOT recycle glass.

Please use the tower boxes for recycling. Custodians empty the tower boxes. Paper and cardboard should be placed in a different tower box from other material. Staples and paper clips are acceptable. No hard cover notebooks are recyclable. Paper board (like cereal boxes) is acceptable, but anything that was in the freezer or refrigerator is not because it has plastic impregnated in the paper to make it waterproof.

Plastic bottles and cans may go together in a tower box. Bottles and cans must be empty before putting them in the tower boxes.

Tower boxes are in every office area and most common spaces. Small deskside boxes are also available upon request. If you need additional boxes, please contact your custodian on site.

For more information about special items that can be recycled, click *here*.

If you have electronic waste at your site, please ask the custodian to collect it and use this link to arrange a pick up.

In addition to garbage and recycling, we also offer yard debris collection and cafeteria food waste collection on request. If you are interested in adding those services, please contact at 503-916-3310.

Waste Reduction

The District is committed to the sustainable consumption of materials and encourages all schools to practice the three R's: Reduce, Reuse, Recycle.

- Reduce: reduce consumption and the amount of waste generated.
- Reuse: using an item again in its original form. Reusing items eliminates the need to reprocess material, whether it is for disposal or recycling.
- Recycle: give old items a new life by making new products out of used materials.
- Beginning in the Fall of 2019, all school kitchens will start separating food waste. This will be in the kitchens only (not cafeteria) and will help us keep food from going to the landfill. Schools are also welcome to start a cafeteria food waste program as long as an adult volunteer supervisor is available to help during the lunch hour (this can be a parent, teacher, or other school volunteer). More info on our food waste program can be found *here*. Please visit our *waste management webpage* for more info on recycling, food waste, and yard waste.



Finance

Cash Handling

Throughout the year staff may collect funds from students for field trips, Outdoor School, fundraisers, etc. District policy requires all District monies from all sources, however small in amount, be deposited promptly. Staff members should secure cash and checks in a locked, safe place during the day and turn in all cash and checks to the front office each day after school. Staff should keep a careful record of the students who paid and the reason, so that the secretary or bookkeeper can ensure funds are received to the proper accounts and attributed to the proper students. Follow cash handling procedures as outlined in *this memo*.

Contracts for Services Between District and Vendors

PPS contract templates must be used for all contracts initiated by PPS schools or Departments. Contract templates can be found on the Purchasing & Contracting website at *http://www.pps.net/Page/1397*.

- Exception: Hotel, catering, and space rental (HCS) contracts may be on the vendor's own form. If the HCS vendor does not require a contract, you may purchase such services with your Pcard.

All principals, principals' secretaries, school bookkeepers, business managers, Department directors, senior directors, confidential executive assistants, and other District personnel who manage or work with contracts must have taken the Contracting at PPS: Requirements and Best Practices 2019-20 (PCP1005) course on the Learning Campus. Purchasing & Contracting will not process any contract unless the PPS contract manager, school/Department contact person *and* budget holder have taken and passed the course. All contracts and amendments, regardless of dollar amount, must be routed through Purchasing & Contracting for review and signature. Principals, school staff, and Department directors and personnel do not have authority to sign contracts.

A vendor or contractor must not be permitted to perform work until a contract has been signed by both the vendor and the authorized signer for PPS. Similarly, no work may extend beyond the contract end date or exceed the maximum contract value until an amendment is signed by both parties.

Personal Services Contract amendments may not exceed, cumulatively, 125% of the original contract price. For example, a professional development contract for $10,000 may be amended (and approved by Purchasing & Contracting) only up to $12,500.

Contracts and amendments should be submitted to Purchasing & Contracting at *purchasing@pps.net* (Subject: Contract Submission [and vendor name]) or you may submit in hard copy. A Contract Approval Form ("CAF"), signed by the contract manager/budget holder, must be included with each contract. See the *Purchasing & Contracting website* for more information.



Fees for Students

Under Oregon law (ORS 339.155), schools may not require students to pay fees for classes or activities that are part of the regular school curriculum. This includes classes that are part of the core academic curriculum, as well as extracurricular or elective courses. Schools cannot require a fee for participation in a field trip if it is part of the regular course curriculum. Most field trips are part of the regular course curriculum. The law does not allow schools to charge fees to families who can afford the fees (for things such as classes, supplies, etc.), even if there is an exception for families who qualify for free and reduced lunch. The law provides a very limited exception that allows schools to charge for the cost of material that a student uses to make a product as part of class when that product becomes the personal property of the student and the product is in excess of minimum course requirements. The administrative directive *Legal Guidance* lists fees that are permissible and the circumstances where fees may be totally or partially waived.

Schools are allowed to request voluntary contributions for classes or school supplies, as long as it is clear that an individual student's participation in the class is not based on making a contribution. We recommend language such as: "Our excellent School/Classroom is able to offer enhanced learning opportunities for students because of your support and contributions. We are very appreciative of your commitment to our program and the success of all our students. Families are not required to contribute, and students will not be denied participation in this activity if they cannot or choose not to contribute. Please note that, due to our very limited funding, if we do not receive enough voluntary contributions, we may not be able to offer this opportunity for your students. "

The District may withhold the grade reports, diploma, and records of students or former students who owe fees, fines, or damages of $50.00 or more. The principal has the discretion to not withhold records when a family is unable to pay the fee. If grade reports, diplomas, or other education records are required for placing a student at another educational institution (excluding an institution of post-secondary education), those records will be forwarded.

Legal Requirements

Copyrighted Materials - Books, Movies, Websites

Staff must be careful to ensure that they do not violate copyright laws in the use of materials. Following is guidance regarding particular types of materials:

Books/workbooks: Examples of *inappropriate and/or impermissible copying* of materials include, but are not limited to:

- reproducing class sets of student workbooks without permission
- copying sheet music without written permission
- copying chapters or sections of books over 2500 words (as opposed to a passage or section)

Make yourself aware of the permissible procedures for reproducing materials: *6.40.040-AD*



Movies/videos: Movies can provide educational value when used along with other curriculum and teaching materials. Movies shown in the classroom must have a direct correlation to a lesson plan and be part of direct supervised instruction. Students should never be left alone to watch movies.

It is not appropriate to show movies solely for entertainment purposes in classrooms, auditoriums or gyms, or during recess or classroom parties. Doing so violates copyright law. Showing films for entertainment or reward requires a license or permission. It is better to find alternative ways to reward or entertain students during these occasional events.

Videos available from the Multimedia Library are generally curriculum related if they are appropriate to the grade level and subject matter of the class. These movies do not require a license. The fact that many videos are now easily obtainable or may be brought into school by students does not remove the responsibility from teachers and administrators to evaluate these materials prior to their use and obtain a license if necessary.

Web Pages/Photographs: Photos, education articles, surveys, and other information on any District, school or staff websites should be carefully chosen in order to avoid copyright infringement and protect confidentiality of students. A few ways to ensure compliance with copyright laws are to use District stock photos or photos taken by staff members in publications, and to receive written permission or obtain a license for articles, photos or surveys a school or Department wants to share publicly. Please check with the Community Involvement and Public Affairs Department (Communications) for stock photos.

The District is committed to equal opportunity and nondiscrimination in all its educational and employment activities.The District prohibits discrimination based on perceived or actual race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; veteran's status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service.

504 Coordinator: Marquita Guzman, mguzman@pps.net 971-393-8633
ADA Coordinator: Jey Buno, jbuno@pps.net, 503-916-3360
Title IX Program Manager: Liane O'Banion, lobanion@pps.net, 503-568-2646
Accessibility Statement
Conflict/Complaint Resolution Process

District Offices: 501 N. Dixon St. Portland, OR 97227
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Board Policy 4.30.023-P

Healthy, Substance Free Learning Environments

To ensure student wellbeing and optimal use of educational resources, the Portland Public Schools Board of Education and the staff of the district support healthy, substance-free learning environments for students and school staff.

The Healthy, Substance Free Learning Environments Policy applies to all district employees, students and families while on district property and/or attending district sponsored events. Substance includes all mood-altering substances/paraphernalia drugs, alcohol, nicotine, or facsimiles thereof. This includes medications that have not been prescribed for the individual or are being used in a manner that is not consistent with the prescription.

The district recognizes that the use of substances is a major cause of health problems nationwide and that many issues associated with these health problems are preventable with education and treatment. Illicit substance use is a complex issue and mental health needs often play a role. Accomplishing our shared goal of a productive learning environment requires a cooperative effort among school administrators, staff, students, families, public agencies and organizations focused on supporting youth facing substance use and mental health challenges.

The District's goal is to intervene, educate, and support students and their parents/guardians at the earliest signs of a problem. It is critical that we put student learning at the forefront and minimize use of exclusionary discipline for students with substance use violations, while maintaining a safe and productive learning environment for all.

Our vision is to have a responsive system of restorative supports that are culturally differentiated to meet the needs of all students and school communities facing substance use and mental health challenges. PPS seeks to assist students in their recovery while also advancing their education with the goal of developing students that are living healthy lives, thriving, and succeeding. As such, we commit to adhere to the Racial Educational Equity Policy (2.10.010-P) as we enact our Healthy, Substance Free Learning Environments policy.

The District supports a nonpunitive self-disclosure and self-referral stance for students who, for the purpose of obtaining help, disclose substance use behavior which is prohibited under this policy.

Board Policy 4.30.023-P

Healthy, Substance Free Learning Environments

It is not considered self-disclosure when a student admits substance use and/or requests assistance during the course of an investigation of possible substance use misconduct by that individual. Students may receive disciplinary consequences in conjunction with supports and services as appropriate for that student.

If a student discloses prohibited substance use in the course of an investigation into a situation in which they are the victim or in a role of support for the victim, they shall not be penalized for that use, and will be offered support and resources to encourage healthy choices.

The district supports differentiated resources and consequences, and in the case where a district employee observes that a student may have a substance use problem, that employee shall notify school leadership who will make all reasonable attempts to ensure the student receives supports and resources.

Under the supervision of the Superintendent, the Office of Student Support Services is responsible for developing appropriate administrative procedures, curricula, and programs to implement the Healthy, Substance Free Learning Environments Administrative Directive that has been developed with input from students, families, teachers, and administrators. The district's offerings shall be scientifically based and designed to prevent and/or reduce substance use, the possession of, and the distribution of illicit substances. These efforts shall be coordinated with school, families and community-based services and programs.

Legal references: ORS 163.575; ORS 167.400; ORS 339.240; ORS 339.250; ORS 339.883; ORS Chapter 475; OAR 581-021-0050 to -0055; OAR 581-021-0065 to -0071; OAR 581-021-0110; 42 CFR, Chapter 1, Subchapter A. Confidentiality of Alcohol and Drug Abuse Patient Records; Safe and Drug Free Schools and Communities Act; Div. 22 - OAR 5810222045

History: Adopted 10/15/2019

	ADMINISTRATIVE DIRECTIVE **Healthy, Substance Free Learning Environments**	***4.30.022-AD***

I. Introduction

The Portland Public Schools Board of Education and the staff of the district support safe, healthy, and substance-free learning environments for students which are free of the detrimental effects of substances (drugs, alcohol, tobacco, and other substances). Accomplishing this goal requires a cooperative effort among District and school staff, students, parents/guardians, and organizations focused on supporting youth who are facing substance use and mental health challenges.

This directive establishes the expectations, interventions, and consequences for student substance use-related activity. The District believes that activities supporting student engagement in education are a protective factor and should be included in prevention strategies. The District's goal is to intervene, educate, and counsel students and their parents/guardians at the earliest signs of a problem. It also guides the collection of tobacco products.

The District must provide substance use prevention education in compliance with Oregon Department of Education Chapter 581, Division 22.

II. Philosophy Statement

Substance use impairs learning and can negatively impact life outcomes; therefore, the use, possession, or sale of alcohol, drugs, and tobacco are not tolerated on any district property or at any school activity by students, staff, or other persons.

Portland Public Schools acknowledges that communities of Color, specifically Black and Indigenous students, have been unduly penalized and harmed by school discipline practices and the criminal justice system, and have also been systemically underserved by substance use treatment programs. To this end, we strive for culturally responsive processes and supports that focus on intervention and treatment, not discipline, particularly exclusionary disciplinary processes.

It is critical that administrators and other school staff understand implicit bias and the role that it may play when determining responsibility, consequences, and discipline. The district will provide professional development and support on understanding implicit biases and increasing awareness and skills with addressing substance use issues, as well as ongoing training and policies that require all administrators to understand systemic racism when implementing disciplinary

processes. The foundation of equitable discipline practices is building relationships where students feel seen, valued, and heard.

As most treatment programs for individuals with substance use concerns have been designed for and validated with homogenous, predominantly white populations, our vision is to have a system of restorative support that includes culturally specific providers when possible. We will strive to meet the needs of all students and school communities facing substance use and mental health challenges. The District's goal is to enable all PPS students to access services and resources that support healing while also advancing their education with the goal of developing citizens who are thriving and succeeding.

Self-disclosure and relapse are considered parts of the treatment and recovery process. To provide the optimum level of support to all of our students, there are several important exemptions to the disciplinary process for substance use.

Under the supervision of the Superintendent, the Office of Student Support Services is responsible for developing appropriate administrative procedures, curricula, and programs to implement the Healthy Substance Free Learning Environments Board Policy and Administrative Directive. These services include substance use interventions and supports provided by district staff in collaboration with school staff, community partners, informational and therapeutic groups for students and families, and consultation and support to staff when addressing substance use issues.

III. Definitions

Alternative Plan: This is a collaborative agreement between a student, their family, and the school support team which is designed to assess and respond to the individual needs of the student while addressing the discipline violation. The goal is to have the alternative plan submitted within one calendar week of the meeting or hearing, though extensions on this timeline may be granted by the administrator. An alternative plan is a student-focused, school-supported, intervention-oriented program which is designed to assess and respond to a student's individual needs while maintaining school safety and preventing ongoing substance-related activity. In order for an alternative plan to be substituted for the prescribed mandatory requirements, it must have the approval of the building administrator and of the district staff responsible for supervising the school, or their designee.

Appeal: For a level A or B finding, student or family, may submit a written appeal of the decision to the school's District Staff responsible for supervising the school within five working days of the building administrator's decision. The District Staff responsible for supervising the school will review the record and provide a written response within three working days. The District Staff responsible for supervising the school's decision is final.

For a level C finding, the student or family may submit a written appeal in accordance with an expulsion hearing finding as defined in the Conduct and Discipline Administrative Directive 4.30.022-AD.

Bias/Implicit Bias: This is a tendency to process information based on unconscious

associations and feelings, even when these are contrary to one's conscious or declared beliefs. For example, the tendency to believe that a student is more likely to be under the influence of a substance because of their race.

Distribution: The action of advertising, offering to sell, selling, furnishing, bartering, or exchanging of substance(s), or facilitating the exchange of substances to receive monetary gain, social gain, goods, and/or products, etc. Includes students found in possession of a sizable quantity of a substance(s) or paraphernalia that would be considered too large for personal use. These actions apply to PPS Schools, events, or programs, including the Nexus of Discipline.

Hearing: A hearing is a formal meeting between the administrator and the parents. Hearings will only occur for Level B violations and above. In Level B, schools will utilize hearings, and the district will provide a hearings officer. With the consent of those present, hearings are recorded.

Inhalant Delivery System (i.e. Juul, e-cigarette, vaping device): This is a device, whether or not such a device is shaped like a cigarette, that can provide inhaled doses of substances by delivering a vaporized solution by means of cartridges or other chemical delivery systems.

Level A Substance Use Violation: This is the designation for a first and second violation for possession or use of a substance, including possession of paraphernalia, within 3 years.

This is also the designation for a first violation for intent to transfer within 3 years.

Level B Substance Use Violation: This is the designation for a first violation within 3 years for intent to distribute or distribution.

Second Violation of Transfer or Intent to Transfer.

Third and Fourth violation within 3 years for possession, use, or possession of paraphernalia or transfer.

Level C: These are designations for subsequent violations after receiving a Level B., Including 5th use or possession without engaging in substance use services and/or a second distribution violation

Manifestation Determination: This is a procedure conducted by a student's IEP or 504 team to determine whether the behavior leading to possible disciplinary action was: Directly caused by the student's eligible disability and/or was caused by the school's failure to fully implement the IEP or 504 plan. A manifestation will only be considered if the student has had ten days of suspension due to substance-related concerns or the discipline hearing may result in an expulsion.

Meeting: During the Level A violation meeting, schools will utilize a disciplinary meeting and these will be facilitated by a school administrator. The goal of a Level A meeting is to determine whether the student violated the Healthy Substance Free Learning Environments Policy and connect students with the appropriate intervention, i.e., Insight, school-based services, and provider referral.

Nicotine: A substance that includes, but is not limited to, any lighted or

unlighted cigarette, cigar, pipe, inhalant delivery system/e-cigarette/vaping device or any smoking product or other tobacco products such as smokeless tobacco, dip, chew or snuff, or any nicotine delivery system in any form.

Paraphernalia: Any equipment, product, or accessory that is intended or modified for making, using, or concealing a substance. Examples of paraphernalia include, but are not limited to: pipes, needles, juuls and other Inhalant Delivery Systems, miniature spoons, roach clips, chillums, and cigarette papers, among others.

Selling: This is the act of sharing a substance among a number of recipients in exchange for something of value. (Note: administrators should contact a district discipline coordinator before contacting law enforcement.)

Substance: This includes all mood-altering materials or facsimiles thereof, including alcohol or medications that have not been prescribed for the student or are being used in a manner inconsistent with a prescription.

Substance-impaired learning: The degradation of student learning, participation, or behavior which is caused by the presence of drugs or alcohol or their residuals in the body.

Substance-related activity: Actions that include but are not limited to the use, distribution, sale, or possession of substances, including drugs, alcohol, or drug paraphernalia; substance-impaired learning, substance-influenced behavior; and any act assisting such activity. (Note: administrators should contact a district discipline coordinator before contacting law enforcement.)

Transfer: sharing a substance with another student in a social setting or context, generally unplanned; examples include sharing a vape pen in the bathroom, giving alcohol to another student at a game or event, etc.

Thorough Investigation: A fair, prompt, impartial, and thorough exploration of the facts to determine whether a violation of student discipline policy is more than likely than not to have occurred (preponderance of evidence or more than 50%).

IV. Procedures:

To the degree possible, families are to be kept informed and involved during each step of the process.

Exemptions:

1. A student who, for the purpose of obtaining help, discloses substance use behavior that is prohibited under this directive shall NOT be subject to disciplinary action for the behavior which is disclosed. Students who self-disclose will not be suspended from school. Staff will find a safe, supervised location within the building for the student to remain or allow a parent to pick up the student if they are currently under the influence. This will be considered an absence, not a suspension. In the event the student appears to be significantly impacted and presents a risk of harm to themselves, staff should contact 911 as well as the parent/guardian.
    a. Note: It is not considered self-disclosure when a student admits substance

use and/or requests assistance for substance abuse during the course of an investigation into substance use/possession.

2. Students who are victims of assault are exempt from the disciplinary process in the case of a Title IX/sexual assault situation where substance abuse is disclosed while investigating the potential assault. Staff, in conjunction with Student Success and Health, will work with the student and

Limiting Bias:

Before any search, administrators shall ask the following in determining whether reasonable suspicion exists:

1. Is the observable basis of your reasonable suspicion displayed by other students, including white students?
2. Is the observable basis of your reasonable suspicion a stereotype that affirms a culturally racist narrative?
3. Is the observable basis of your reasonable suspicion independent of normative behaviors that reinforce disparate treatment based on race, such as assuming a student with bloodshot eyes is under the influence?

Administrators shall attempt to eliminate bias when determining if they have reasonable suspicion. One way to eliminate bias is through consistently making decisions with the PPS Racial Equity and Social Framework. (https://www.pps.net/Page/95)

Investigation:

When a student's conduct may involve substance use activity, the building administrator or designee shall:

1. Ensure there is a thorough investigation.

2. Conduct an informal meeting with the student to notify the student of the suspected substance use-related activity in language the student can understand and allow the student to explain their perspective of the incident.

If the building administrator or designee determines that the student has violated the District's standards of conduct against substance use-related activity, the building administrator or designee:

1. Shall make a good faith effort to notify the parent/guardian and/or family designated advocate by phone and shall also notify the parent/guardian of the violation in writing in the student's home language.

Possible reasons for suspension:

The student can be suspended in if:

1. The student is under the influence of a substance, in which case the student shall be suspended for the rest of the day. Direct contact with a parent/guardian must be made before the student may be sent home.
2. The suspected misconduct is direct controlled substance transfer or sale, and the school has no space or staff to serve the student separately from other

students.

3. The student is discovered to possess a prohibited substance or related paraphernalia, regardless of whether or not they are currently under the influence.

In the case of the sale and transfer of substances, School Administrators shall consult with a Student Conduct Coordinator and their District Staff responsible for supervising the school before the involvement of law enforcement.

Substance Use Violation Level		Disciplinary Action and Staff Responsible for Conducting Meeting/Hearing		Possible Interventions
LEVEL A	**First Use**	• Rest of Day Suspension • Level A meeting	Admin	• Insight • Alt Plan
	First Possession	• Rest of Day Suspension • Level A Meeting	Admin	• Insight • Alt Plan
	First Transfer	• Rest of Day Suspension • Level A Meeting	Admin	• Insight • Alt Plan
	Second Use or Possession	• Rest of the Day and up to one additional • Second Level A Meeting	Admin	• Insight • Alt Plan
LEVEL B	**First Distribution**	• Length of suspension is up to the school team but must be under 10 days (must consult with SS&H and MTSS) • Discipline Hearing	Hearing Officer	• Delayed Expulsion • Expulsion • SSC • Alt Plan • SSC W/Alt Plan
	Second Transfer	• Rest of the Day and up to one additional day of Suspension and a • Discipline Hearing	Hearing Officer	• Delayed Expulsion • SSC • Alt Plan • SSC W/Alt Plan
	Third/Fourth Use or Possession	• Rest of the Day and up to one additional day of Suspension • Discipline Hearing *Could include meeting with CADC	Hearing Officer	• Delayed Expulsion, SSC • Alt Plan • SSC W/Alt Plan
LEVEL C	**Second Distribution**	• The length of suspension is up to the school team must be	Hearing Officer	Expulsion

		under 10 days(must consult with SS&H and Student Conduct) • Discipline Hearing		
	Third Transfer	• The length of suspension is up to the school team must be under 10 days(must consult with SS&H and Student Conduct) • Discipline Hearing	Hearing Officer	Expulsion
	5th Use or Possession	• The length of suspension up to the school team must be under 10 days (must consult with SS&H and MTSS) • Discipline Hearing	Hearing Officer	Expulsion

Level A Violations:

1. For students with disabilities, there is no manifestation determination necessary for Level A. Level A violations do not lead to exclusion. Therefore there is no need for a manifestation determination.
2. Level A violations will result in a meeting with the school administrator to determine the next steps. The building administrator or their designee will contact the student's parents or guardians within two school days of the suspected violation to schedule the meeting. It is recommended that the meeting be conducted within five school days, absent extenuating circumstances. If desired, family/student may include an advocate or other support person in these processes.

   The purpose of the meeting is to determine whether the student has violated the PPS substance use policy and to either refer the student to the District's Insight Class (6 hours of psychoeducation) or develop an Alternative Plan.

   1. District staff shall assist families in identifying community-based resources for substance use counseling and/or support. Onsite services can be accessed when available.

3. The administrator, with input from the student, the student's family, and other staff, if appropriate, shall develop the disciplinary intervention which will include attendance of the six-hour Insight Class over the course of four weeks with a parent/guardian or responsible adult OR compliance with an alternative plan developed by the school and the family.

   1. The plan should include bag checks, closed campus, check in / check out, and other measures meant to support the student during the school

day.

2. The plan will include a timeline for review to determine the student's success on the plan and whether the support can be withdrawn or whether any changes need to be made.
3. The team should also consider including key people at the school who will be responsible for checking in with the student and monitoring the plan.

4. The student is excluded from attending all school-sponsored competitions, games, performances, dances, and other similar activities which are either after school or off campus for a period of 14 consecutive calendar days starting the day of the hearing.

The student is excluded from performing, competing and/or representing the school in school-sponsored competitions, games, performances, dances, and other similar activities which are either after school or off campus for a period of 14 consecutive calendar days, starting on the day of the violation. With the intention of bolstering healthy habits, students are encouraged to attend regular practices and rehearsals.

If an event or activity is academic in nature and required for a student to obtain a grade, and a suitable alternative is not available, the administrator may permit the student to participate.
An athlete, performer, and/or participant on a team, club, and school organization may have additional requirements for attendance and practice. They are expected to attend practice/rehearsal and may attend the event with their team/group/club but may not dress down, compete, or serve as a school representative for the duration of the 14-day period.

5. A student who does not make satisfactory progress toward completing Level A requirements within four weeks of the meeting date shall have a subsequent meeting. Lack of engagement and completion can result in a Level A becoming a Level B. Satisfactory progress is defined as having taken discrete steps towards completing the assigned intervention plan in accordance with the agreed-upon timeline.

Level B Violations:

1. Level B violations do not lead to Expulsion. Therefore there is no need for a manifestation determination.
2. There is the option for any family to present an alternative plan within one calendar week of the date of the meeting or hearing. District staff shall assist the family and/or their advocate in identifying community-based resources to build an alternative plan, or
3. The expulsion may be delayed and will not go into effect if the student does one of the following:

Completes the Student Success Center and complies with the re-engagement plan, or
Successfully completes the alternative plan.

4. Where expulsion is recommended, the student may be provided an education at a non-District alternative school. Reconnection Services will assist the student and family with the search for another school. After the conclusion of the expulsion period, the student may continue to Portland Public Schools or stay at the non-district alternative school.

5. The student is excluded from performing, competing and/or representing the school in school-sponsored competitions, games, performances, dances, and other similar activities which are either after school or off campus for a period of 28 consecutive calendar days starting on the day of the hearing.

a. If an event or activity is academic in nature and required for a student to obtain a grade, and a suitable alternative is not available, the administrator may permit the student to participate.
b. An athlete, performer, and/or participant on a team, club, and school organization may have additional requirements for attendance and practice. They are expected to attend practice/rehearsal and may attend events with their team/group/club, but may not dress down, compete, or serve as a representative of the school for the duration of the 28-day period
c. Commencement Disqualification:Seniors will be disqualified from participation in commencement exercises and related activities if within 60 consecutive calendar days of the last senior school day they are found to be in violation of a disciplinary action resulting in three or more days of suspension or more serious disciplinary action.

Level C Violations: for students with disabilities, manifestation determinations may be necessary in accordance with the Discipline of Students with Disabilities AD (4.30.025-AD).

1. For students with an IEP, a manifestation determination must be conducted.
2. For students with a 504 Plan, there is no manifestation determination necessary for possession or use. However, it **is required** in instances of distribution.
3. District staff will make every effort to have a Substance Use Supports staff member present at the level C hearing.

The student, family, referring administrator, and hearings officer will review the alternative plan. In this meeting, final adjustments will be made to the plan, the timeline will be finalized, and the next steps will be identified if the plan is not followed.

VI. Other Related Provisions

District staff shall immediately report non-students who are found on or around any district property engaging in a possibly unlawful activity involving substances to law enforcement for arrest and prosecution.

VII. Collection of Paraphernalia and Contraband

Collection of paraphernalia and contraband will be pursuant to the Search and Seizure of Students and Student Property Administrative Directive, 4.30.041-AD.

Policy Implemented: 4.30.023-P; 3.30.020-P; 3.30.021-P

Replaces: 4.30.022-AD (Previously: Alcohol, Other Drugs and Tobacco)

History: Adpt. 6/71; Amd. 8/73; Amd. 3/80; Amd. 8/83; Amd. 10/90; Amd. 3/91; Amd. 9/25/91 ed.; Amd. 10/01/91; Amd. 3/09/92; Amd. 5/10/92; Amd. 5/15/92; Amd. 2/09/95; Amd. 6/05/98; Amd. 9/01/02; Amd. 6/18/04 Amd. 2/10; Amd 1/2020; 8/2021; 8/2023

Legal references: ORS 163.575; ORS 167.400; ORS 339.240; ORS 339.250; ORS 339.883; ORS Chapter 475; OAR 581-021-0050 to -0055; OAR 581-021-0065 to - 0071; OAR 581-021-0110; 42 CFR, Chapter 1, Subchapter A. Confidentiality of Alcohol and Drug Abuse Patient Records; Safe and Drug Free Schools and Communities Act; Div. 22 - OAR 5810222045
Other References:

Damon Miller, Student Success Advocate

Reconciled with Nathaniel yesterday, August 24, 2023. NW told DM that he'd screwed up recently, failed a drug test after attending a festival in Astoria, and as a consequence Court has changed visitation rights with his son.

Subject: Fwd: N Williams Litigation Packet
From: Mary Kane <mkane1@pps.net>
To: Gena King <gking@pps.net>
Date Sent: Monday, March 18, 2024 3:59:37 PM GMT-07:00
Date Received: Monday, March 18, 2024 3:59:56 PM GMT-07:00
Attachments: Litigation Packet_Nathaniel Williams_re school district test.pdf

---------- Forwarded message ---------
From: **Anna Bottrell** <abottrell@mbjlaw.com>
Date: Mon, Mar 18, 2024 at 3:38 PM
Subject: N Williams Litigation Packet
To: mkane1@pps.net <mkane1@pps.net>
Cc: Noah Barish <NBarish@mbjlaw.com>

Hello Mary,

I am an attorney working with Noah Barish on the Nathaniel Williams termination proceedings. We have recently received the litigation packet that we requested from the medical review office, so I am sending it here attached. Additionally, I wanted to know if you would be sending us a link for the hearing in the next few days, and if we could get a folder open for our evidence. Thank you.

Best,

Anna Bottrell

McKanna Bishop Joffe, LLP

1635 NW Johnson St.

Portland, OR 97209

503-226-6111 (Main Line)

503-446-3662 (Direct Line)

Exported using Save Emails as PDF by cloudHQ

DOCUMENTATION PACKAGE

PROVIDED BY:

QUEST DIAGNOSTICS INCORPORATED
10101 RENNER BLVD.
LENEXA, KS 66219

DOCUMENTATION PACKAGE COVER SHEET

Attached is a summary and copies of laboratory documents related to the analysis of Donor ID # **541947992** Specimen ID # **7930329713** with Accession Number **D894038**. The following **173** pages are true and accurate copies of the original documents that were generated during the normal course of business by Quest Diagnostics Incorporated. The original documents were generated at or near the time of each process.

The specimen **(D894038)** screened positive for **Amphetamines** by enzyme immunoassay and confirmed positive for **Amphetamine and Methamphetamine** by Gas Chromatography/Mass Spectrometry. The D/L Methamphetamine isomer analysis by GC/MS resulted in **92% d-Methamphetamine and 8% l-Methamphetamine**. The validity of the specimen was assessed by creatinine, pH, and general oxidant testing and was determined to be acceptable. Following review of the analytical data and chain of custody documentation, a **Positive** result for **Amphetamine and Methamphetamine, 92% d-Methamphetamine and 8% l-Methamphetamine,** was reported.

Documentation Package Reviewed by:

Kenneth Reine		Lab Manager	FEB 2 3 2024
Printed Name	**Signature**	**Title**	**Date**

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GENERAL OVERVIEW OF LABORATORY PROCEDURES

Specimen Receipt

The laboratory acknowledges receipt of the specimen(s), verifies ID, and verifies that there is no evidence of tampering by examining the tamper-evident bag and specimen security seal. The external Custody and Control Form (CCF) is completed and the internal laboratory Chain of Custody (COC) is initiated. All specimen and subsequent aliquot handling is carefully documented via internal COC.

Order Entry/Log-In

Client account number, specimen identification number, donor identification and testing information are logged into the specimen tracking computer system. A unique accession number is assigned to the specimen and an accession barcode label is affixed to the specimen container and accompanying Custody and Control Form.

Aliquot for Screening Test

The specimen container is opened (breaking the seal) and a small portion of the sample is removed for the initial screening tests. Aliquots may be taken by manual or automated (CV-2000) methods. The aliquot is transferred to the testing laboratory and the original specimen is placed in temporary secured storage. The handling of the specimen and the aliquot is documented on internal chain of custody forms.

Drugs of Abuse Screening Test

The initial screening test for drugs of abuse is conducted using enzyme immunoassay procedures on Beckman chemistry analyzers. A specimen is considered negative if the response for a given analyte is below that of the cutoff standard. If the response is equal to or greater than the cutoff standard, the specimen is scheduled for confirmation testing.

Specimen Validity Tests (*TestSure not ordered*)

In order to assess the validity of each specimen, the laboratory routinely tests each specimen for pH and creatinine concentration. Specific gravity testing is performed on all specimens that have a creatinine concentration that is less than 20 mg/dL. If specimen adulteration or substitution is suspected, the laboratory performs a confirmation test on the specimen. The confirmation test is performed on a second aliquot of the specimen that is obtained from the original specimen container.

Specimen Validity Tests (*TestSure ordered)*

In order to assess the validity of each specimen, the laboratory routinely tests each specimen for pH, creatinine concentration and general oxidants. Specific gravity testing is performed on all specimens that have a creatinine concentration that is less than 20 mg/dL. If specimen adulteration or substitution is suspected, the laboratory performs a confirmation test on the specimen. The confirmation test is performed on a second aliquot that is obtained from the original specimen container.

Verification

The specimen identification number on the tamper evident seal is inspected a second time and verified as accurate.

Confirmation Test for Drugs of Abuse

If the initial test result is positive, a second aliquot, obtained from the original specimen container, is tested by Gas Chromatography/Mass Spectrometry (GC/MS). A concentration less than that of the client specific cutoff for a given analyte is reported as negative. A concentration equal to or greater than that of the client specific cutoff is considered to be positive.

Certification

All data goes through a two-tier review process: initial review and certification. During the initial review process, the analyst reviews all analytical data. During the certification review process, a certifying scientist reviews all analytical data and evaluates all documentation for acceptability and adherence to laboratory standard operating procedures.

Quality Assurance/ Quality Control

A comprehensive quality assurance/quality control program is used to ensure the quality of all test results. The program addresses all aspects of testing, method performance, quality of reagents and standards, specimen handling and documentation, automation, and procedural consistency. A minimum of 10% open controls and 1% blind controls are included in all testing processes.

Reporting

The drug test result is transmitted in a confidential manner directly to the individual responsible for the interpretation of the report.

Confidentiality and Security

The laboratory is a secure facility and is protected by numerous physical and electronic security systems. Specimens are maintained in a secured limited access area, separate from the testing laboratory. Tests are never conducted directly on the original specimen, but on aliquots that are obtained from the original specimen. Internal laboratory accession numbers are assigned to the specimens to ensure anonymity during the testing process. The computer system used is designed to require security clearances for use by authorized staff. The system is designed to ensure the confidentiality of a donor's data at all phases and precautions are taken to prevent any tampering with the specimen, data, or result.

CUSTODY AND CONTROL FORMS

DRUG TESTING CUSTODY AND CONTROL FORM

SPECIMEN ID NO. 7930329713

Lab ID: QUEST
Lab Acct #: 65124929
Lab Panel ID: [redacted]

D894038
Quest Diagnostics
10101 Renner Blvd
Lenexa, KS 66219

Company Account: 4028-205

STEP 1.
Portland Pub Schools/Custodial Services
501 N Dixon St
Portland OR 97227
Tracy Williams
Phone: 503-916-5095

Medical Review Officer
eScreen MRO
Michelle Alexander, M.D.
8140 Ward Parkway
Kansas City MO 64114

STEP 2. Specimen temperature within range: Yes

Verified Donor ID ☑ Observed ☐

STEP 3. Collector affixes bottle seal on specimen.

Type: ☑ Urine ☐ Oral ☐ Blood ☐ Hair ☐ Breath ☐ Split Specimen

STEP 4. Reason For Test: Reasonable Suspicion/Cause

STEP 5. TO BE VERIFIED BY DONOR

Donor ID	Date of Birth	Daytime Phone Number	Evening Phone Number	SSN
	[redacted]	[redacted]	Not Provided	[redacted]

I certify that I provided my specimen(s) to the collector; that I have not adulterated it in any manner; each specimen container used was sealed with a tamper-evident seal in my presence; and that the information and numbers provided on this form and on the label affixed to each specimen container is correct.

Nathaniel J Williams — Donor's Name
8/25/2023 01:26 PM — Date & Time
Signature of Donor

STEP 6. TO BE VERIFIED BY COLLECTOR

Name of Collection Site, Address, City, ST, Zip
Concentra Airport Portland
12518 NE AIRPORT WAYSTE 110
PORTLAND OR 97230

Collection Site ID
2506-OR125
Collector Phone Number: 503-256-2992

I certify that the specimen given to me by the donor specified in donor certification section of this form was collected, labeled, sealed, and released to the Delivery Service noted in accordance with applicable requirements.

Jonathan Ramirez — Collector's Name
8/25/2023 01:26 PM — Date & Time
Signature of Collector

Remarks:

STEP 7. LAB RECEIVED Seal intact: ☐ Yes ☐ No Shipper:

Specimen Bottle(s) Released To — Date & Time

Received: 08/26/2023

ORIGINAL MUST ACCOMPANY SPECIMEN TO LABORATORY

eCCF @ generated in eScreen123® software system

TOTE: 42227 CHAIN OF CUSTODY LOG PAGE: 4

DATE	RELEASED BY	RECEIVED BY	PURPOSE/AMT ALIQ
26-AUG-2023	Sign. External COC	Sign.	
	Name	Name GONZALEZ, NIKOLAS	FLEXILOG
AUG 2 6 2023	Sign.	Sign.	
	Name NIKOLAS GONZALEZ	Name PROCESSING TS	TEMP STORAGE
AUG 2 6 2023	Sign.	Sign.	
	Name PROCESSING TS	Name JESUS CHAVEZ BERNAL	ALIQUOTTING
AUG 2 6 2023	Sign.	Sign.	
	Name JESUS CHAVEZ BERNAL	Name PROCESSING TS	TEMP STORAGE
	Sign.	Sign.	
	Name	Name	
	Sign.	Sign.	
	Name	Name	
	Sign.	Sign.	
	Name	Name	
	Sign.	Sign.	
	Name	Name	
	Sign.	Sign.	
	Name	Name	
	Sign.	Sign.	
	Name	Name	
	Sign.	Sign.	
	Name	Name	

NIDA CHAIN OF CUSTODY PRE-LOG MANIFEST PAGE: 1

TOTE: 42227

SEQ NUM	CLIENT NUM	REQNUM SpecimenID	BATCH NUM	DATE REC'D	TIME REC'D	REC CODE	ACCESSION
1	10852834	8251994 7202865963	082622622	08/26/2023	06:45 AM		D893590
2	65541782	8252018 7202488114	082620643	08/26/2023	06:45 AM		D893631
3	10852834	8252099 7202865751	082622622	08/26/2023	06:45 AM		D893749
4	65928700	8252130 7202781853	082621235	08/26/2023	06:45 AM		D893777
5	65541782	8252148 7202705831	082620643	08/26/2023	06:45 AM		D893801
6	65541782	8252171 7202488129	082620643	08/26/2023	06:45 AM		D893845
7	65928700	8252213 7202781825	082621235	08/26/2023	06:45 AM		D893877
8	10308496	1590715	082620633	08/26/2023	06:45 AM		D893933
9	15100075	3927612	082622785	08/26/2023	06:45 AM		D893965
10	65024923	8252300 7202715053	082620868	08/26/2023	06:45 AM		D893991
11	10307781	3844033	082622811	08/26/2023	06:45 AM		D894014
12	65124829	8252337 7930329713	082622822	08/26/2023	06:45 AM		D894038
13	15088397	7000901	082622833	08/26/2023	06:45 AM		D894056
14	10852586	8252365 7301693496	082619422	08/26/2023	06:45 AM		D894081
15	10778272	8252383 7930420928	082618504	08/26/2023	06:45 AM		D894108
16	65885032	8252402 7301676433	082622870	08/26/2023	06:45 AM		D894132
17	65430446	8252458 7301613887	082620082	08/26/2023	06:45 AM		D894196
18	10852586	8252555 7301595284	082619422	08/26/2023	06:45 AM		D894338
19	10899616	4067947	082622976	08/26/2023	06:45 AM		D894359
20	65509903	8252579 7924443624	082617725	08/26/2023	06:45 AM		D894379
21	10822698	8252600 7202799206	082619889	08/26/2023	06:45 AM		D894402
22	10800060	8252630 7301634829	082620267	08/26/2023	06:45 AM		D894441
23	10899616	4067954	082622976	08/26/2023	06:45 AM		D894464
24	65885017	8252674 7202733045	082623037	08/26/2023	06:45 AM		D894498
25	65221618	8252690 7202826432	082620283	08/26/2023	06:45 AM		D894520
26	65509897	8252700 7301607373	082618440	08/26/2023	06:45 AM		D894542

NIDA CHAIN OF CUSTODY PRE-LOG MANIFEST PAGE: 2

TOTE: 42227

SEQ NUM	CLIENT NUM	REQNUM SpecimenID	BATCH NUM	DATE REC'D	TIME REC'D	REC CODE	ACCESSION
27	65885017	8252717 7202736183	082623037	08/26/2023	06:45 AM		D894567
28	11596705	2028985	082619978	08/26/2023	06:45 AM		D894608
29	10899616	4067950	082622976	08/26/2023	06:45 AM		D894625
30	10983798	4712261	082623104	08/26/2023	06:45 AM		D894648
31	11709534	8252795 QD26346063	082623112	08/26/2023	06:45 AM		D894667
32	11180872	3515983	082623124	08/26/2023	06:45 AM		D894691
33	10799860	8252831 7202730074	082620501	08/26/2023	06:45 AM		D894712
34	10799860	8252863 7202729960	082620501	08/26/2023	06:45 AM		D894748

INITIAL TEST INFORMATION

INITIAL TEST DESCRIPTION

Initial testing for drugs of abuse is performed on the Beckman chemistry analyzer by enzyme immunoassay. The cutoff for each drug of abuse assay is assigned a value of 1.000 based on the response of a calibrator that contains drug at the cutoff concentration of the assay. If a donor specimen has a response that is less than 1.000, the specimen is determined to be negative for the specific test. If a donor specimen has a response that is greater than or equal to 1.000, the specimen is determined to be positive for the specific test and requires additional confirmation testing. Each batch contains both negative and positive quality control samples along with one blind quality control sample that is inserted into the batch in a random position.

Testsure example:
Initial testing for specimen validity is performed by a colorimetric method on the Beckman chemistry analyzer. The specimen is evaluated for pH, creatinine concentration and the presence of general oxidants. All specimens with a pH value of <4.5 or ≥9.0 are subject to a second pH test on a pH meter. All specimens with a creatinine concentration of < 20 mg/dL are subject to specific gravity testing and if applicable, further confirmation testing. All specimens with an abnormal general oxidant response are subject to confirmation testing. Each batch contains quality control samples with target values that are at or near the critical decision points of each specimen validity test.

Non-Testsure example:
Initial testing for specimen validity is performed by a colorimetric method on the Beckman chemistry analyzer. The specimen is evaluated for pH and creatinine concentration. All specimens with a pH value of <4.5 or ≥9.0 are subject to a second pH test on a pH meter. All specimens with a creatinine concentration of < 20 mg/dL are subject to specific gravity testing and if applicable, further confirmation testing. Each batch contains quality control samples with target values that are at or near the critical decision points of each specimen validity test.

Positive C.S. Calibration/Control Review

Date: 8/26/23

The undersigned hereby state that the reviewed calibration data for the instruments from the attached list are all present, acceptable, all open controls complete, and the results were interpreted correctly.

Name	Signature/Date	Name	Signature/Date
Aaron Stuerke	AUG 2 9 2023	Jim Mank	JIM MANK SEP 1 1 2023
Alyssa Hufford	AUG 3 0 2023	Judah Banning	JUDAH BANNING AUG 3 0 2023
Brett Chadwick	8/31/23	Karyn Schlicht-Hugo	SEP 1 1 2023
Chandler Newman	8.29.23	Kristofer Parker	AUG 2 9 2023
Danson Kamunyu	AUG 2 9 2023	Krystal Barrier	KRYSTAL BARRIER AUG 3 0 2023
Derrick Patchen	8-30-23	Lorisa Pennell	SEP 0 1 2023
Eleanor Tendick	ELEANOR TENDICK AUG 3 0 2023	Mahoney Augustine	AUG 3 0 2023
Elizabeth Lara	ELIZABETH LARA AUG 2 9 2023	Meenu Thaman	8/29/23 AUG 2 9 2023
Faiza Islawayn-Scott	8/29/23	Michael Perez	AUG 2 9 2023
Gavin Smull	8/29/23	Micky Grover	MICKY GROVER AUG 2 9 2023
Jennifer Manies	8.29.23	Molly Turner	MOLLY TURNER SEP 0 2 2023
Jennifer Rhoades	AUG 3 1 2023	Oscar Onyango	OSCAR ONYANGO AUG 3 0 2023
Jessica Kay	AUG 3 1 2023	Sherri Younger	SEP 1 0 2023
Jessica Wetherell	8.29.23	Tristan Summers	AUG 3 0 2023
Jim Lind	AUG 3 1 2023	William Floyd	8/31/23

Quest Diagnostics

Form # 5867
ORAL FLUID URINE 06/29/2023

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C.T./C.S. Calibration/Control Review Checklist

Instrument: 917

Date: AUG 26 2023

The undersigned hereby state that they have reviewed the attatched data and found the calibration data to be present and acceptable, and all open controls complete and results interpreted correctly.

N/A FOR ABSENT C.T./C.S.

C.T./C.S. Signature, Printed Name, Date: AA 8-26-23 ~~AUG 26 2023~~ AUG 26 2023 AMMAR AL SELWI	C.T./C.S. Signature, Printed Name, Date: AUG 26 2023 JACKSON AYIEKO	C.T./C.S. Signature, Printed Name, Date: AUG 26 2023 RYAN BAILEY
C.T./C.S. Signature, Printed Name, Date: AUG 26 2023 HALEY BAKE	C.T./C.S. Signature, Printed Name, Date: AUG 26 2023 EWURAMA BASSAW	C.T./C.S. Signature, Printed Name, Date: AUG 26 2023 SOLOLIYA BERKESSA
C.T./C.S. Signature, Printed Name, Date: N/A ELIAS BESONG	C.T./C.S. Signature, Printed Name, Date: AUG 26 2023 KEVIN BRITTON	C.T./C.S. Signature, Printed Name, Date: N/A THANH VU DANG DINH
C.T./C.S. Signature, Printed Name, Date: AUG 26 2023 MATTHEW FORREST	C.T./C.S. Signature, Printed Name, Date: AUG 26 2023 KERRY HARLOW	C.T./C.S. Signature, Printed Name, Date: AUG 26 2023 OLUKEMI IMOKHOME
C.T./C.S. Signature, Printed Name, Date: AUG 26 2023 ELENITA IRVING	C.T./C.S. Signature, Printed Name, Date: AUG 26 2023 JEPHTAH KENEI	C.T./C.S. Signature, Printed Name, Date: AUG 26 2023 JOSE LEMUS-MENDOZA
C.T./C.S. Signature, Printed Name, Date: AUG 26 2023 SOLOMON NZIOKI	C.T./C.S. Signature, Printed Name, Date: N/A ROY ODUOR	C.T./C.S. Signature, Printed Name, Date: AUG 26 2023 WESTLEY PHUNG
C.T./C.S. Signature, Printed Name, Date: N/A HOLLY SALEH	C.T./C.S. Signature, Printed Name, Date: AUG 26 2023 DALLIN SCOTT	C.T./C.S. Signature, Printed Name, Date: AUG 26 2023 RADHIKA SHARMA
C.T./C.S. Signature, Printed Name, Date: AUG 26 2023 LYNETTE STONE	C.T./C.S. Signature, Printed Name, Date: AUG 26 2023 OCTAVIO VILLA	C.T./C.S. Signature, Printed Name, Date:
C.T./C.S. Signature, Printed Name, Date:	C.T./C.S. Signature, Printed Name, Date:	C.T./C.S. Signature, Printed Name, Date:
C.T./C.S. Signature, Printed Name, Date:	C.T./C.S. Signature, Printed Name, Date:	C.T./C.S. Signature, Printed Name, Date: CHANDLER NEWMAN AUG 28 2023
C.T./C.S. Signature, Printed Name, Date:	C.T./C.S. Signature, Printed Name, Date: KARYN SCHLICHT-HUGO AUG 28 2023	C.T./C.S. Signature, Printed Name, Date:

Quest Diagnostics

Toxicology Department Screening Calibration Verification Checklist

Form #5860C
09/04/2012

Date: AUG 2 5 2023

Operator: ROBERT SPENCER

Instrument: 517

Daily Maintenance Performed		AUG 2 5 2023
Operation Startup Complete		AUG 2 5 2023
All Calibration Data Acceptable		AUG 2 5 2023
Controls Acceptable & Results Recorded		AUG 2 5 2023

Comments: ALL URINE CALS PASSED.

Initial Review: ROBERT SPENCER Date: AUG 2 5 2023

Second Review: EDWIN KANGETHE Date: AUG 2 5 2023

C.S. / C. T. Review: KERRY HARLOW Date: AUG 2 6 2023

NIDA DAMS Worklist: TXLIDEAR2 SUMMARY REPORT Olympus Report Instrument: 517 25-AUG-2023 21:12:17

Patient Info	Load/Cup		AMP	6500	A300	BARB	BARB20	BENZ	BENZ20	COC	C150	THC	T50	T20	METO	METH	MEAS	MDA525	OPI2K	OPI2HI	OPI	OXYS10	AMPH	SUPIS	PCP	PHEP	ETOH	PH	CREA	ALTNRM	STATUS
CALIBRATOR ABS			2419	1555.5	1048.5	1308.5	977	1255.5	925.5	1974.5	1335	1536	1018	793.5	1684.5	1250.5	1674	296.5	3023	3018	1123.5	844.5	1289	2548.5	1042	2940.5	418.5				
>FEDBT	0825017/1	PDS																													
		NOR		0.814	1.238						0.691		0.763						0.831	0.854		0.755			0.739			7.0	15.8	0	OK
FEDBT	6710	NUM																													
CONTROL ABS				1267	1299						923		777						2514	2579		638			764						
>SAPBT	0825017/2	PDS																													
		NOR				0.777		0.814		0.821		0.686			0.769	0.455		0.593			0.453					0.759					OK
SAPBT	6711	NUM																													
CONTROL ABS						1018		1023		1623		1055			1281	569		176			509					2232					
>FEDALTBT	0825017/3	PDS																													
		NOR					0.739		0.801								0.582						0.727	0.855							OK
FEDALTBT	6712	NUM																													
CONTROL ABS							722		742								627						938	2177							
>SAPALTBT	0825017/4	PDS																													
		NOR	0.794											0.595													0.762				OK
SAPALTBT	6713	NUM																													
CONTROL ABS				1722										401													319				
>SVI2	0825017/5	PDS																													
		NOR																										1.5	231		OK
SVI2	6714	NUM																													
CONTROL ABS																															
>SVI1	0825017/6	PDS																													
		NOR																										3.2	3.0	0	OK
SVI1	6715	NUM																													
CONTROL ABS																															
>NEGATIVE	0825017/7	PDS																													
		NOR	0.011	-0.00	-0.03	0.018	0.004	0.005	-0.03	0.014	-0.02	-0.01	-0.15	-0.02	-0.03	-0.02	-0.03	-0.12	-0.00	-0.00	-0.01	-0.03	0.002	-0.04	-0.08	-0.05	0.000	8.9	25.0	550	OK
NEGATIVE	6716	NUM																													
CONTROL ABS			28	-1	-32	24	4	7	-30	29	-36	-18	-160	-22	-63	-28	-3	-39	-21	-3	-15	-28	3	-127	-84	-161	0				
>FEDAT	0825017/8	PDS																													
		NOR		1.254							1.113		1.317						1.128	1.131		1.339			1.329			7.3	25.6	0	OK
FEDAT	6717	NUM																													
CONTROL ABS				1951							1496		1341						3410	3414		1131			1385						
>SAPAT	0825017/9	PDS																													
		NOR				1.189		1.158		1.076		1.224			1.176	1.315		1.534			1.234					1.168					OK
SAPAT	6718	NUM																													
CONTROL ABS						1556		1455		2126		1681			1981	1645		455			1387					3436					

	AMP	6500	A300	BARB	BARB20	BENZ	BENZ20	COC	C150	THC	T50	T20	METO	METH	MEAS	MDA525	OPI2K	OPI2HI	OPI	OXYS10	AMPH	SUPIS	PCP	PHEP	ETOH	PH	CREA	ALTNRM	STATUS
CONTROLS OUT:																														

MEDA DANS — Worklist: TAL_DEAM2 — SUMMARY REPORT — Olympus Report — Instrument: 517 — 25-AUG-2023 21:12:17

Patient Info	Load/Cup		AMP	ASOO	A300	DAKD	DAKD20	DEM2	DEM220	DEC	C150	THC	T50	T20	NET6	NET4	TEAS	HDAS25	DF12K	DF120H	DPI	DDAYS10	GAMM	30PIS	PCP	PREP	ETOH	PH	CREA	KETAM2	STATUS
CAL_DIAMATOR ABS			2419	1535.5	1048.5	1308.5	977	1255.5	925.5	1974.5	1335	1536	1018	793.5	1684.5	1230.5	1176	296.5	3023	1018	1123.5	844.5	1289	2548.5	1042	2940.5	918.5					
#FEDALTAT	0825017/10	PDS					1.225		1.394								2.411						1.295	1.172							OK
FEDALTAT	6719	MAN																													
CONTROL ABS							1197		1291								2616						1592	2982							
#SAPALTAT	0825017/11	PDS																								1.240					OK
		MAN	1.169											1.049																	
SAPALTAT	6720	MAN																													
CONTROL ABS			2830											833												519					
#ASAT	0825017/12	PDS																													OK
		MAN															1.915						1.202								
XASAT	6721	MAN																													
CONTROL ABS																	2093						3058								
#XR1 CUTOFF	0825017/13	PDS																													OK
		MAN		0.991																1.240											
XR1 CUTOFF	6722	MAN																													
CONTROL ABS				1549																3745											
#XR2 CUTOFF	0825017/14	PDS																													OK
		MAN																				1.173									
XR2 CUTOFF	6723	MAN																													
CONTROL ABS																						991									
#XR3 CUTOFF	0825017/15	PDS																													OK
		MAN															1.000						1.011								
XR3 CUTOFF	6724	MAN																													
CONTROL ABS																	1076						2574								
#XR1 125%	0825017/16	PDS																													OK
		MAN		1.175																1.315											
XR1 125%	6725	MAN																													
CONTROL ABS				1829																3971											
#XR2 125%	0825017/17	PDS																													OK
		MAN																				1.335									
XR2 125%	6726	MAN																													
CONTROL ABS																						1128									

NIDA SYSTEM SAP DRUG SCREEN #3 ^NDABWP03

WORKLIST: TXNSAP3 LOAD: 0826197 08/26/2023 3:23P PAGE: 1

BUILT: 08/26/2023 3:14 PM BY: KSJC19 CUPS: 1-37
3:23 PM BY: KSJC19 CUPS: 38-78

TOTE NUMBER: 42244

17

	SIGNATURE	PRINTED NAME	DATE
INTERPRETED BY:		ALLISON JEFFERY	AUG 2 6 2023
REVIEWED/ RELEASED BY:		JOSE LEMUSMENDOZA	AUG 2 6 2023

ALIQUOT CHAIN OF CUSTODY LOG

DATE	RELEASED BY	RECEIVED BY	PURPOSE
08/26/23	SIGN. NAME CHAVEZBERNAL, JESUS	SIGN. NAME PASS THRU	TEMP STORAGE
AUG 2 6 2023	SIGN. NAME PASS THRU	SIGN. NAME GENEVIEVE BROWN	TRANSFER
AUG 2 6 2023	SIGN. NAME GENEVIEVE BROWN	SIGN. NAME ANALYZER 17	ANALYSIS
AUG 2 6 2023	SIGN. NAME Anal 17	SIGN. NAME ALLISON JEFFERY	COMPLETE ANALYSIS
AUG 2 6 2023	SIGN. NAME ALLISON JEFFERY	SIGN. NAME DISCARD	
	SIGN. NAME	SIGN. NAME	
	SIGN. NAME	SIGN. NAME	
	SIGN. NAME	SIGN. NAME	
	SIGN. NAME	SIGN. NAME	
	SIGN. NAME	SIGN. NAME	
	SIGN. NAME	SIGN. NAME	
	SIGN. NAME	SIGN. NAME	
	SIGN. NAME	SIGN. NAME	
	SIGN. NAME	SIGN. NAME	
	SIGN. NAME	SIGN. NAME	

Seq	InstId	ACN	Participant	Req# SpecimenID	UC Ordered
1	59901	*FEDBT			
2	59902	D897143	X	9296640	39911N NY
3	59903	D897174	X	3115505	39911N NY
4	59904	D897187	X	4670171	39911N NY
5	59905	D897212	X	7022915	39911N NY
6	59906	D897224	X	3114134	39911N NY
7	59907	D897261	X	7022916	39911N NY
8	59908	D897268	X	9296492	39911N NY
9	59909	D897299	X	9296491	39911N NY
10	59910	D897234	X	3114136	37677N NY
11	59911	*SAPBT			
12	59912	D897280	X	3114183	39911N NY
13	59913	D897308	X	7022914	39911N NY
14	59914	D897313	X	3540877	39911N NY
15	59915	D897331	X	9296490	39911N NY

19

Seq	InstId	ACN	Participant	Req# SpecimenID	UC Ordered
16	59916	D897340	X	3114184	39911N NY
17	59917	D897347	X	9296504	39911N NY
18	59918	D897357	X	7022956	39911N NY
19	59919	D897325	X	7022967	39911N NY
20	59920	D897295	X	7022959	39911N NY
21	59921	*FEDALTBT			
22	59922	D897251	X	7022961	39911N NY
23	59923	D897206	X	7022943	39911N NY
24	59924	D897286	X	4200856	39911N NY
25	59925	D897316	X	7022968	39911N NY
26	59926	D897160	X	3114180	39911N NY
27	59927	D897352	X	9296503	39911N NY
28	59928	D897242	X	3115506	39911N NY
29	59929	D898105	[redacted]	8255493	26743N
30	59930	D897198	X	5665065	39911N NY

NIDA SYSTEM SAP DRUG SCREEN #3 ^NDABUP03
WORKLIST: TXNSAP3 LOAD: 0826197 08/26/2023 3:23P PAGE: 4
BUILT: 08/26/2023 3:14 PM BY: KSJC19 CUPS: 1-37
3:23 PM BY: KSJC19 CUPS: 38-78

TOTE NUMBER: 42244

Seq	InstId	ACN	Participant	Req# SpecimenID	UC Ordered
31	59931	*SAPALTBT			
32	59932	D897390	X	9296501	39911N NY
33	59933	D897372	X	9296464	39911N NY
34	59934	D897387	X	7022935	39911N NY
35	59935	D897377	X	7022947	39911N NY
36	59936	D897408	X	9296483	39911N NY
37	59937	D897400	X	3114135	39911N NY
38	59938	D894608	X	2028985	20910N
39	59939	D894379	[redacted]	8252579 7924443624	30983N
40	59940	D894014	X	3844033	65198N
41	59941	*SVT2			
42	59942	D894464	X	4067954	20909N
43	59943	D894625	X	4067950	20909N
44	59944	D894648	X	4712261	22664N
45	59945	D894667	[redacted]	8252795 QD26346063	EROCSA

NIDA SYSTEM SAP DRUG SCREEN #3 ^NDABWP03
WORKLIST: TXNSAP3 LOAD: 0826197 08/26/2023 3:23P PAGE: 5
BUILT: 08/26/2023 3:14 PM BY: KSJC19 CUPS: 1-37
3:23 PM BY: KSJC19 CUPS: 38-78
TOTE NUMBER: 42244

Seq	InstId	ACN	Participant	Req# SpecimenID	UC Ordered
46	59946	D894691	X	3515983	EROC6A
47	59947	D894359	X	4067947	20909N
48	59948	D894748	[redacted]	8252863 7202729960	28871N
49	59949	D894712	[redacted]	8252831 7202730074	28871N
50	59950	D894567	[redacted]	8252717 7202736183	28871N
51	59951	*SVT1			
52	59952	D894542	[redacted]	8252700 7301607373	28871N
53	59953	D894108	[redacted]	8252383 7930420928	30983N
54	59954	D894520	[redacted]	8252690 7202826432	33466N
55	59955	D894498	[redacted]	8252674 7202733045	28871N
	Split Indicator with no Split Unit Code				
56	59956	D894441	[redacted]	8252630 7301634829	28871N
57	59957	D894402	[redacted]	8252600 7202799206	28871N
58	59958	D894056	X	7000901	20909N
59	59959	D894132	[redacted]	8252402 7301676433	28871N
60	59960	D894196	[redacted]	8252458 7301613887	28871N

BUILT: 08/26/2023 3:14 PM BY: KSJC19 CUPS: 1-37
3:23 PM BY: KSJC19 CUPS: 38-78

TOTE NUMBER: 42244

Seq	InstId	ACN	Participant	Req# SpecimenID	UC Ordered
61	59961	*NEGATIVE			
62	59962	D894338	[redacted]	8252555 7301595284	28871N
63	59963	D894081	[redacted]	8252365 7301693496	28871N
64	59964	D894038	541947992	8252337 7930329713	30983N
65	59965	D893801	[redacted]	8252148 7202705831	28871N
66	59966	D893845	[redacted]	8252171 7202488129	32477N
67	59967	D893877	[redacted]	8252213 7202781825	28871N
68	59968	D893991	[redacted]	8252300 7202715053	28871N
69	59969	D893965	X	3927612	20910N
70	59970	D893777	[redacted]	8252130 7202781853	28871N
71	59971	*FEDAT			
72	59972	D893749	[redacted]	8252099 7202865751	28871N
73	59973	D893631	[redacted]	8252018 7202488114	28871N
74	59974	D893590	[redacted]	8251994 7202865963	28871N
75	59975	D893933	X	1590715	20910N

NIDA SYSTEM SAP DRUG SCREEN #3 ^NDABWP03
WORKLIST: TXNSAP3 LOAD: 0826197 08/26/2023 3:23P PAGE: 7
BUILT: 08/26/2023 3:14 PM BY: KSJC19 CUPS: 1-37
3:23 PM BY: KSJC19 CUPS: 38-78
TOTE NUMBER: 42244

Seq	InstId	ACN	Participant	Req# SpecimenID	UC Ordered
76	59976	*SAPAT			
77	59977	*FEDALTAT			
78	59978	*SAPALTAT			

END OF WORKLIST

Exit

Open QC OK
Blind QC OK

Reviewed and Verified by JOSE LEMUSMENDOZA AUG 26 2023

CUP	ACCESSION	PART-ID	INST-ID		
1	*FEDBT			A500 = (0.827) A300 = (1.230) C150 = (0.756)	QC ID = FEDBT
				T50 = (0.678) OPI2K = (0.854) OPI2KM = (0.877)	
				OXYS100 = (0.776) PCP = (0.803) CREA = (15.8)	
				PH = (7.3) NITNRQN = (2)	
2	D897143		X		
3	D897174		X		
4	D897187		X		
5	D897212		X	CREAR = (.0350) REM1 = No Result	
6	D897224		X		
7	D897261		X		
8	D897268		X		
9	D897299		X		
10	D897234		X		
11	*SAPBT			BARB = (0.900) BENZ = (0.903) COC = (0.831)	QC ID = SAPBT
				THC = (0.708) METD = (0.777) METQ = (0.491)	
				MDAS250 = (0.607) OPI = (0.539) PROP = (0.792)	
				PH = (6.9)	
12	D897280		X		
13	D897308		X		
14	D897313		X		
15	D897331		X		
16	D897340		X		
17	D897347		X		
18	D897357		X		
19	D897325		X		
20	D897295		X		
21	*FEDALTBT			BARB200 = (0.879) BENZ200 = (0.816) MDAS = (0.561)	QC ID = FEDAL
				6MAM = (0.859) SOPIS = (0.898)	
22	D897251		X	CREAR = (11.5L) SPGR = (1.0017L) REM1 = No Result	
23	D897206		X		
24	D897286		X		
25	D897316		X		
26	D897160		X		
27	D897352		X		
28	D897242		X		
29	* D898105	[redacted]		6MAM = (1.49030)	QA BLIND ID=6
30	D897198		X		
31	*SAPALTBT			AMP = (0.827) T20 = (0.545) ETOH = (0.520)	QC ID = SAPAL
32	D897390		X		
33	D897372		X		
34	D897387		X		
35	D897377		X		
36	D897408		X		
37	D897400		X		
38	D894608		X	T50 = (1.626PH) REM1 = No Result	
39	D894379	[redacted]		T50 = (1.976PH) REM1 = No Result	
40	D894014		X	BENZ = (2.532PH) T50 = (1.584PH) REM1 = No Result	
41	*SVT2				

Open QC OK
Blind QC OK

CUP	ACCESSION	PART-ID	INST-ID
42	D894464	X	
43	D894625	X	
44	D894648	X	
45	D894667	[redacted]	
46	D894691	X	
47	D894359	X	
48	D894748	[redacted]	
49	D894712	[redacted]	
50	D894567	[redacted]	
51	*SVT1		
52	D894542	[redacted]	
53	D894108	[redacted]	
54	D894520	[redacted]	
55	D894498	[redacted]	
56	D894441	[redacted]	
57	D894402	[redacted]	
58	D894056	X	
59	D894132	[redacted]	
60	D894196	[redacted]	
61	*NEGATIVE		
62	D894338	[redacted]	
63	D894081	[redacted]	
64	D894038	541947992	
65	D893801	[redacted]	
66	D893845	[redacted]	
67	D893877	[redacted]	
68	D893991	[redacted]	
69	D893965	X	
70	D893777	[redacted]	

AMP = (-0.008) A500 = (-0.054) A300 = (-0.026) QC ID = SVT2
BARB = (0.079) BARB200 = (0.074) BENZ = (-0.038)
BENZ200 = (-0.112) COC = (0.003) C150 = (-0.046)
THC = (-0.102) T50 = (-0.243) T20 = (-0.235)
METD = (-0.084) METQ = (-0.050) MDAS = (-0.038)
MDAS250 = (-0.172) OPI2K = (-0.014) OPI2KM = (-0.012)
OPI = (-0.151) 6MAM = (0.097) OXYS100 = (-0.063)
SOPIS = (-0.113) PCP = (-0.112) PROP = (-0.005)
ETOH = (0.035) CREA = (1.5) NITNRQN = (235)
T50 = (1.709PH) REM1 = No Result
T50 = (1.816PH) REM1 = No Result
T50 = (1.497PH) CREAR = ()350) REM1 = No Result

AMP = (1.459PH) REM1 = No Result
T50 = (1.704PH) REM1 = No Result
T50 = (1.545PH) REM1 = No Result
CREAR = (7.7L) SPGR = (1.0020L) REM1 = No Result
T50 = (1.750PH) REM1 = No Result
AMP = (-0.004) A500 = (-0.064) A300 = (-0.025) QC ID = SVT1
BARB = (-0.214) BARB200 = (-0.312) BENZ = (-0.063)
BENZ200 = (-0.115) COC = (-0.054) C150 = (-0.123)
THC = (-0.120) T50 = (-0.221) T20 = (-0.230)
METD = (-0.074) METQ = (-0.050) MDAS = (-0.067)
MDAS250 = (-0.266) OPI2K = (-0.012) OPI2KM = (-0.014)
OPI = (-0.225) 6MAM = (-0.463) OXYS100 = (-0.061)
SOPIS = (-0.118) PCP = (-0.120) PROP = (0.008)
ETOH = (0.038) CREA = (3.4) PH = (3.0)
NITNRQN = (2)
T50 = (1.787PH) REM1 = No Result
T50 = (1.729PH) REM1 = No Result
CREAR = (14.9L) SPGR = (1.0027L) REM1 = No Result
T50 = (1.811PH) REM1 = No Result
CREAR = (17.9L) SPGR = (1.0019L) REM1 = No Result
T50 = (1.444PH) REM1 = No Result

T50 = (1.605PH) REM1 = No Result
AMP = (0.002) A500 = (0.000) A300 = (0.018) QC ID = NEGATI
BARB = (0.057) BARB200 = (0.028) BENZ = (0.017)
BENZ200 = (0.012) COC = (-0.011) C150 = (-0.044)
THC = (-0.083) T50 = (-0.132) T20 = (-0.059)
METD = (-0.039) METQ = (-0.027) MDAS = (-0.007)
MDAS250 = (-0.155) OPI2K = (-0.012) OPI2KM = (-0.010)
OPI = (0.004) 6MAM = (0.051) OXYS100 = (-0.040)
SOPIS = (-0.051) PCP = (-0.050) PROP = (-0.078)
ETOH = (0.062) CREA = (25.2) PH = (8.8)
NITNRQN = (597)

T50 = (1.561PH) REM1 = No Result
AMP = (2.004PH) REM1 = No Result

T50 = (1.611PH) REM1 = No Result
COC = (1.487PH) REM1 = No Result
T50 = (1.486PH) REM1 = No Result

Open QC OK
Blind QC OK

CUP	ACCESSION	PART-ID	INST-ID		
				T50 = (1.813PH) CREAR = (12.6L) SPGR = (1.0018L)	
				REM1 = No Result	
71	*FEDAT			A500 = (1.293) C150 = (1.182) T50 = (1.403)	QC ID = FEDAT
				OPI2K = (1.163) OPI2KM = (1.155) OXYS100 = (1.290)	
				PCP = (1.446) CREA = (25.9) PH = (7.4)	
				NITNRQN = (2)	
72		D893749	[redacted]		
73		D893631		T50 = (1.999PH) CREAR = (16.5L) SPGR = (1.0019L)	
				REM1 = No Result	
74		D893590	[redacted]	T50 = (1.391PH) REM1 = No Result	
75		D893933	X		
76	*SAPAT			BARB = (1.319) BENZ = (1.237) COC = (1.068)	QC ID = SAPAT
				THC = (1.218) METD = (1.178) METQ = (1.368)	
				MDAS250 = (1.699) OPI = (1.319) PROP = (1.188)	
				CREA = (26.1) PH = (7.0) NITNRQN = (2)	
77	*FEDALTAT			BARB200 = (1.373) BENZ200 = (1.350) MDAS = (2.593)	QC ID = FEDAL
				6MAM = (1.366) SOPIS = (1.196)	
78	*SAPALTAT			AMP = (1.200) T20 = (1.159) ETOH = (1.151)	QC ID = SAPAL
				CREA = (25.2) PH = (6.8) NITNRQN = (2)	

NOVA DRUG Worklist: TOXSAP3 SUMMARY REPORT Olympus Report Instrument: 517 26-AUG-2023 16:09:16

Patient Info	Load/Cup		AMP	AS00	A300	BARB	BARB20	BENZ	BENZ20	COC	C150	THC	T50	T20	METD	METH	MDAS	MDASS	OPI2K	OPI200	OPI	6MAM	OXYS10	SUPIS	PCP	PHEP	ETOH	CREA	CREAR	FH	PHR	NITROL	METHRO	STATUS
CALIBRATOR ABS			2419	1525.5	1048.5	1308.5	977	1255.5	925.5	1974.5	1335	1536	1018	793.5	1604.5	1250.5	1076	286.5	3023	3018	1123.5	1289	844.5	2543.5	1042	2940.5	408.5							
>FEDBT	0826197/1	POS																															
		NOR		0.827	1.230						0.756		0.678						0.854	0.877			0.776		0.893		15.8		7.3			2	OK
FEDBT	59901	NUM																															
CONTROL ABS				1287	1290						1019		691						2583	2647			656		837								
D097143	0826197/2	POS																															
		NOR	NEGAT					NEGAT	NEGAT		NEGAT					NEGAT	NEGAT			NEGAT			NEGAT	NEGAT		NEGAT	NEGAT		130.9		6.0	NEGAT	1	NR
X	59902	NUM	0.266					0.140	-0.06		0.035					-0.06	-0.04			-0.01			-0.01	-0.12		-0.12	-0.04		130.9		6.0	1	1	
PATIENT ABS			645					137	-81		70					-117	-58			-44			-22	-105		-134	-134							
D097174	0826197/3	POS																															
		NOR	NEGAT					NEGAT	NEGAT		NEGAT					NEGAT	NEGAT			NEGAT			NEGAT	NEGAT		NEGAT	NEGAT		72.2		5.5	NEGAT	1	NR
X	59903	NUM	0.008					0.025	-0.03		-0.01					-0.03	-0.03			-0.01			-0.03	-0.04		-0.09	-0.02		72.2		5.5	1	1	
PATIENT ABS			20					25	-45		-39					-57	-47			-49			-45	-40		-96	-65							
D097187	0826197/4	POS																															
		NOR	NEGAT					NEGAT	NEGAT		NEGAT					NEGAT	NEGAT			NEGAT			NEGAT	NEGAT		NEGAT	NEGAT		38.3		5.0	NEGAT	2	NR
X	59904	NUM	-0.00					0.055	-0.04		-0.03					-0.03	-0.01			-0.01			0.002	-0.06		-0.02	-0.01		38.3		5.0	2	2	
PATIENT ABS			-1					54	-52		-62					-51	-24			-41			3	-52		-31	-40							
D097212	0826197/5	POS																															
		NOR	NEGAT					NEGAT	NEGAT		NEGAT					NEGAT	NEGAT			NEGAT			NEGAT	NEGAT		NEGAT	NEGAT		352.5		6.0	NEGAT	1	PEN
X	59905	NUM	0.097					0.017	-0.11		-0.03					-0.07	-0.04			-0.01			-0.14	-0.00		-0.15	-0.07		352.5		6.0	1	1	
PATIENT ABS			237					17	-145		-66					-129	-54			-58			-150	-5		-163	-219							
D097224	0826197/6	POS																															
		NOR	NEGAT					NEGAT	NEGAT		NEGAT					NEGAT	NEGAT			NEGAT			NEGAT	NEGAT		NEGAT	NEGAT		101.9		5.6	NEGAT	2	NR
X	59906	NUM	0.031					0.059	-0.04		-0.01					-0.02	-0.03			-0.00			-0.05	-0.05		-0.06	-0.01		101.9		5.6	2	2	
PATIENT ABS			77					58	-61		-25					-39	-44			-29			-67	-43		-65	-32							
D097261	0826197/7	POS																															
		NOR	NEGAT					NEGAT	NEGAT		NEGAT					NEGAT	NEGAT			NEGAT			NEGAT	NEGAT		NEGAT	NEGAT		45.6		5.6	NEGAT	2	NR
X	59907	NUM	-0.00					0.021	-0.02		0.004					-0.04	-0.02			-0.00			-0.01	-0.01		-0.05	-0.01		45.6		5.6	2	2	
PATIENT ABS			-1					21	-26		9					-70	-29			-30			-21	-10		-59	-54							
D097268	0826197/8	POS																															
		NOR	NEGAT					NEGAT	NEGAT		NEGAT					NEGAT	NEGAT			NEGAT			NEGAT	NEGAT		NEGAT	NEGAT		102.1		5.1	NEGAT	1	NR
X	59908	NUM	0.016					0.047	-0.06		0.001					-0.04	-0.03			-0.00			0.000	-0.05		-0.09	-0.01		102.1		5.1	1	1	
PATIENT ABS			39					46	-82		3					-70	-58			-24			0	-44		-104	-39							
D097299	0826197/9	POS																															
		NOR	NEGAT					NEGAT	NEGAT		NEGAN					NEGAT	NEGAT			NEGAT			NEGAT	NEGAT		NEGAT	NEGAT		33.6		5.7	NEGAT	1	NR
X	59909	NUM	0.042					0.013	0.005		-0.00					-0.02	-0.02			-0.00			-0.00	-0.04		-0.06	-0.01		33.6		5.7	1	1	
PATIENT ABS			103					13	7		-3					-44	-36			-20			-12	-35		-66	-48							

	AMP	AS00	A300	BARB	BARB20	BENZ	BENZ20	COC	C150	THC	T50	T20	METD	METH	MDAS	MDASS	OPI2K	OPI200	OPI	6MAM	OXYS10	SUPIS	PCP	PHEP	ETOH	CREA	CREAR	FH	PHR	NITROL	METHRO	STATUS

CONTROLS OUT:

1. 1.000 2. 1.002
spig 1.0002 spig 1.0020
3. normal 4. high
spig 1.0041 spig 1.0218
RF# 917 Initial CJ Date 8-26-23

MDA DATA Worklist: TMSNP3 SUMMARY REPORT Olympus Report Instrument: 517 26-AUG-2023 16:09:16

Patient Info	Load/Cup		AMP	AS30	A300	BARB	BARB20	BENZ	BENZ20	CDC	C150	THC	TSO	T20	METD	METQ	MDAS	MDAS25	OPIEX	OPIEXH	OPI	6MAM	OXYS10	SUPIS	PCP	PREP	ETOH	CREA	CREAR	PH	PNK	NITROL	NITRIN	STATUS
CALIBRATOR ABS			2419	1555.5	1048.5	1308.5	977	1255.5	925.5	1974.5	1335	1536	1018	793.5	1694.5	1250.5	1076	296.5	3023	3018	1123.5	1289	844.5	2543.5	1042	2940.5	416.5							
D897234	0826197/10	POS																										68.6		5.9	NEGAT	1	NR
		NEG	NEGAT				NEGAT	NEGAT		NEGAT					NEGAT	NEGAT				NEGAT		NEGAT	NEGAT	NEGAT		NEGAT	NEGAT	NEGAT					
X	59910	NUM	0.014				0.051	-0.02		-0.02					-0.02	-0.02				-0.00		-0.00	-0.01		-0.01	-0.01	0.050	68.6		5.9	1	1	
PATIENT ABS			35				59	-31		-47					-47	-34				-11		-4	-10		-11	-50	21						
MSAFBT	0826197/11	POS																											6.9				OK
		NEG			0.900			0.903		0.831		0.708			0.777	0.491		0.607			0.539					0.792							
SAFBT	59911	NUM																															
CONTROL ABS					1178			1134		1642		1058			1310	615		180			606					2330							
D897220	0826197/12	POS																										316.3		5.6	NEGAT	0	NR
		NEG	NEGAT				NEGAT	NEGAT		NEGAT					NEGAT	NEGAT				NEGAT		NEGAT	NEGAT	NEGAT		NEGAT	NEGAT	NEGAT					
X	59912	NUM	0.218				-0.00	-0.13		0.002					-0.08	-0.08				-0.02		-0.12	-0.09		-0.22	-0.05		316.3		5.6	0	0	
PATIENT ABS			528				-7	-172		5					-151	-102				-64		-161	-83		-233	-153							
D897308	0826197/13	POS																										152.5		5.9	NEGAT	1	NR
		NEG	NEGAT				NEGAT	NEGAT		NEGAT					NEGAT	NEGAT				NEGAT		NEGAT	NEGAT	NEGAT		NEGAT	NEGAT	NEGAT					
X	59913	NUM	0.050				0.007	-0.03		-0.02					-0.08	-0.05				-0.01		-0.07	-0.03		-0.19	-0.05		152.5		5.9	1	1	
PATIENT ABS			123				7	-105		-42					-149	-71				-35		-99	-73		-199	-152							
D897313	0826197/14	POS																										61.0		5.8	NEGAT	1	NR
		NEG	NEGAT				NEGAT	NEGAT		NEGAT					NEGAT	NEGAT				NEGAT		NEGAT	NEGAT	NEGAT		NEGAT	NEGAT	NEGAT					
X	59914	NUM	0.014				0.051	-0.01		-0.00					-0.04	-0.01				0.001		-0.01	-0.02		-0.05	-0.00		61.0		5.8	1	1	
PATIENT ABS			35				50	-18		-5					-72	-18				4		-16	-25		-56	-17							
D897331	0826197/15	POS																										252.3		4.8	NEGAT	0	NR
		NEG	NEGAT				NEGAT	NEGAT		NEGAT					NEGAT	NEGAT				NEGAT		NEGAT	NEGAT	NEGAT		NEGAT	NEGAT	NEGAT					
X	59915	NUM	0.123				-0.00	-0.08		0.116					-0.08	-0.05				-0.02		-0.16	-0.05		-0.18	-0.02		252.3		4.8	0	0	
PATIENT ABS			298				-7	-107		290					-138	-65				-62		-215	-49		-196	-78							
D897340	0826197/16	POS																										40.5		5.9	NEGAT	1	NR
		NEG	NEGAT				NEGAT	NEGAT		NEGAT					NEGAT	NEGAT				NEGAT		NEGAT	NEGAT	NEGAT		NEGAT	NEGAT	NEGAT					
X	59916	NUM	0.023				0.037	-0.01		-0.03					-0.04	-0.00				-0.00		-0.03	-0.02		-0.04	-0.01		40.5		5.9	1	1	
PATIENT ABS			57				37	-14		-63					-73	-9				-4		-44	-19		-49	-30							
D897347	0826197/17	POS																										110.5		5.5	NEGAT	1	NR
		NEG	NEGAT				NEGAT	NEGAT		NEGAT					NEGAT	NEGAT				NEGAT		NEGAT	NEGAT	NEGAT		NEGAT	NEGAT	NEGAT					
X	59917	NUM	0.042				0.042	-0.06		-0.00					-0.04	-0.02				-0.00		-0.01	-0.03		-0.10	-0.02		110.5		5.5	1	1	
PATIENT ABS			103				42	-80		-18					-79	-33				-22		-13	-26		-105	-73							
D897357	0826197/18	POS																										24.7		5.3	NEGAT	2	NR
		NEG	NEGAT				NEGAT	NEGAT		NEGAT					NEGAT	NEGAT				NEGAT		NEGAT	NEGAT	NEGAT		NEGAT	NEGAT	NEGAT					
X	59918	NUM	0.016				0.045	0.020		-0.01					-0.02	-0.01				-0.00		0.030	0.003		-0.03	-0.00		24.7		5.3	2	2	
PATIENT ABS			41				44	26		-28					-34	-16				-17		39	3		-39	-22							

	AMP	AS30	A300	BARB	BARB20	BENZ	BENZ20	CDC	C150	THC	TSO	T20	METD	METQ	MDAS	MDAS25	OPIEX	OPIEXH	OPI	6MAM	OXYS10	SUPIS	PCP	PREP	ETOH	CREA	CREAR	PH	PNK	NITROL	NITRIN	STATUS
CONTROLS OUT:																																	

NIDA DAS Worklist: TRISAF3 SUMMARY REPORT Olympus Report Instrument: 517 26-AUG-2023 16:09:16

Patient Info	Load/Cup		AMP	A500	A300	BARB	BARB20	BENZ	BENZ20	COC	C150	THC	T50	T20	METD	METD	MAMP	MDA25	OPI2K	OPI300	OPI	6MAM	OXYS10	SUPIS	PCP	PHEP	ETOH	CREA	CREAK	PH	PHR	NITRAL	NITRAN	STATUS
CALIBRATOR ABS			2419	1555.5	1048.5	1308.5	977	1255.5	925.5	1974.5	1335	1536	1008	793.5	1694.5	1250.5	1076	296.5	3029	3018	1123.5	1289	844.5	2548.5	1042	2940.5	418.5							
0897325	0826197/19	PDS																											69.9		6.4	NEGAT	1	NR
		NOR	NEGAT					NEGAT	NEGAT		NEGAT				NEGAT	NEGAT						NEGAT	NEGAT	NEGAT		NEGAT	NEGAT						
X	59919	NUM	0.044					0.003	-0.00		-0.03				-0.02	-0.02						0.002	-0.14	-0.01		-0.09	-0.03	69.9		6.4	1	1	
PATIENT ABS			107					3	-5		-71				-58	-26						9	-187	-9		-101	-92						
0897295	0826197/20	PDS																											28.1		5.4	NEGAT	1	NR
		NOR	NEGAT					NEGAT	NEGAT		NEGAT				NEGAT	NEGAT						NEGAT	NEGAT	NEGAT		NEGAT	NEGAT						
X	59920	NUM	0.019					0.070	0.000		0.030				-0.01	-0.00						-0.00	0.011	0.007		-0.00	-0.00	28.1		5.4	1	1	
PATIENT ABS			47					69	0		60				-26	-2						-4	15	6		-3	-14						
FEDALTOT	0826197/21	PDS																																OK
		NOR						0.879		0.816							0.561						0.859		0.898									
FEDALTOT	59921	NUM																																
CONTROL ABS								859		756							604						1108		2285								
0897251	0826197/22	PDS																											11.5		5.9	NEGAT	2	FEN
		NOR	NEGAT					NEGAT	NEGAT		NEGAT				NEGAT	NEGAT						NEGAT	NEGAT	NEGAT		NEGAT	NEGAT						
X	59922	NUM	0.004					0.077	-0.01		-0.02				-0.00	-0.00						-0.00	0.014	-0.03		-0.03	-0.00	11.5		5.9	2	2	
PATIENT ABS			12					76	-21		-41				-8	-7						-9	19	-33		-37	-27						
0897206	0826197/23	PDS																											58.8		5.7	NEGAT	2	NR
		NOR	NEGAT					NEGAT	NEGAT		NEGAT				NEGAT	NEGAT						NEGAT	NEGAT	NEGAT		NEGAT	NEGAT						
X	59923	NUM	0.027					0.076	0.058		-0.03				-0.01	-0.00						-0.00	-0.00	0.016		-0.03	-0.00	58.8		5.7	2	2	
PATIENT ABS			47					75	73		-66				-27	-1						-6	-9	14		-37	-4						
0897286	0826197/24	PDS																											157.5		4.9	NEGAT	0	NR
		NOR	NEGAT					NEGAT	NEGAT		NEGAT				NEGAT	NEGAT						NEGAT	NEGAT	NEGAT		NEGAT	NEGAT						
X	59924	NUM	0.083					0.050	-0.03		0.003				-0.08	-0.04						-0.01	-0.01	-0.10		-0.14	-0.02	157.5		4.9	0	0	
PATIENT ABS			202					49	-108		7				-136	-62						-43	-23	-91		-146	-81						
0897316	0826197/25	PDS																											259.0		5.3	NEGAT	0	NR
		NOR	NEGAT					NEGAT	NEGAT		NEGAT				NEGAT	NEGAT						NEGAT	NEGAT	NEGAT		NEGAT	NEGAT						
X	59925	NUM	0.119					0.015	-0.03		-0.00				-0.03	-0.04						-0.01	-0.06	-0.05		-0.17	-0.02	259.0		5.3	0	0	
PATIENT ABS			289					15	-112		-7				-142	-57						-35	-86	-44		-170	-82						
0897160	0826197/26	PDS																											95.3		7.0	NEGAT	0	NR
		NOR	NEGAT					NEGAT	NEGAT		NEGAT				NEGAT	NEGAT						NEGAT	NEGAT	NEGAT		NEGAT	NEGAT						
X	59926	NUM	0.085					0.013	-0.05		-0.02				-0.07	-0.06						-0.01	-0.05	-0.10		-0.13	-0.04	95.3		7.0	0	0	
PATIENT ABS			207					13	-65		-54				-122	-78						-40	-66	-89		-140	-135						
0897352	0826197/27	PDS																											62.4		5.4	NEGAT	2	NR
		NOR	NEGAT					NEGAT	NEGAT		NEGAT				NEGAT	NEGAT						NEGAT	NEGAT	NEGAT		NEGAT	NEGAT						
X	59927	NUM	0.063					0.058	-0.04		0.002				-0.05	-0.00						-0.00	-0.03	-0.07		-0.06	-0.01	62.4		5.4	2	2	
PATIENT ABS			153					57	-52		5				-85	-7						-3	-41	-66		-70	-42						

	AMP	A500	A300	BARB	BARB20	BENZ	BENZ20	COC	C150	THC	T50	T20	METD	METD	MAMP	MDA25	OPI2K	OPI300	OPI	6MAM	OXYS10	SUPIS	PCP	PHEP	ETOH	CREA	CREAK	PH	PHR	NITRAL	NITRAN	STATUS
CONTROLS DAT:																																

SpGr 1.0017 AUG 26 2023

Patient Info	Load/Cup		AAP	A500	A300	AAAB	BAMD20	BENZ	BENZ20	CRE	C150	THC	T50	T20	METD	METQ	MDAS	MDAS25	OPI20	OPI20N	OPI	6MAM	OXYS10	SUFS	PCP	PREP	ETOH	CREA	CREAR	PH	PWR	METROL	METHSU	STATUS
CALIBRATOR ABS			2419	1555.5	1048.5	1308.5	977	1255.5	925.5	1974.5	1395	1536	1018	793.5	1684.5	1250.5	1076	296.5	3023	3018	1123.5	1289	844.5	2548.5	1042	2940.5	418.5							
D897242	0826197/28	POS																										82.4		5.0	NEGAT	1	NR
		NOR	NEGAT					NEGAT	NEGAT		NEGAT				NEGAT	NEGAT				NEGAT		NEGAT	NEGAT	NEGAT		NEGAT	NEGAT						
X	59928	NUM	0.067					0.022	-0.07	-0.02					-0.03	-0.04				-0.00		-0.02	-0.13	-0.13	-0.02			82.4		5.0	1	1	
PATIENT ABS			163					22	-99	-42					-62	-57				-28		-26	-110	-144	-67								
D898105	0826197/29	POS																			1.490							27.0		7.4	NEGAT	2	PEN
		NOR		NEGAT		NEGAT			NEGAT		NEGAT		NEGAT	NEGAT	NEGAT							NEGAT		NEGAT	NEGAT	NEGAT							
[redacted]	59929	NUM		0.013		0.038			-0.06		-0.08		-0.08	-0.01	0.009					0.009		1.490	-0.06	-0.06	-0.04	-0.02		27.0		7.4	2	2	
PATIENT ABS				21		59			-82		-89		-52	-20	7					3		1921	-57	-166	-43	-65							
D897198	0826197/30	POS																										236.3		5.1	NEGAT	0	NR
		NOR	NEGAT					NEGAT	NEGAT		NEGAT				NEGAT	NEGAT				NEGAT		NEGAT	NEGAT	NEGAT		NEGAT	NEGAT						
X	59930	NUM	0.119					0.027	-0.06	-0.01					-0.08	-0.04				-0.00		-0.13	-0.05	-0.11	-0.01			236.3		5.1	0	0	
PATIENT ABS			287					27	-83	-31					-136	-53				-14		-171	-46	-122	-56								
XSAPALTBT	0826197/31	POS																															EX
		NOR	0.827											0.545												0.520							
SAPALTBT	59931	NUM																															
CONTROL ABS			2092											433												218							
D897390	0826197/32	POS																										229.1		5.0	NEGAT	0	NR
		NOR	NEGAT					NEGAT	NEGAT		NEGAT				NEGAT	NEGAT				NEGAT		NEGAT	NEGAT	NEGAT		NEGAT	NEGAT						
X	59932	NUM	0.083					0.018	-0.11	0.001					-0.12	-0.06				-0.01		-0.08	-0.09	-0.19	-0.03			229.1		5.0	0	0	
PATIENT ABS			203					18	-139	3					-287	-78				-50		-114	-78	-208	-67								
D897372	0826197/33	POS																										249.7		5.2	NEGAT	1	NR
		NOR	NEGAT					NEGAT	NEGAT		NEGAT				NEGAT	NEGAT				NEGAT		NEGAT	NEGAT	NEGAT		NEGAT	NEGAT						
X	59933	NUM	0.155					0.011	-0.03	-0.00					-0.03	-0.05				-0.00		-0.06	-0.06	-0.11	-0.02			249.7		5.2	1	1	
PATIENT ABS			474					11	-46	-5					-135	-66				-19		-90	-56	-117	-68								
D897387	0826197/34	POS																										214.6		5.4	NEGAT	0	NR
		NOR	NEGAT					NEGAT	NEGAT		NEGAT				NEGAT	NEGAT				NEGAT		NEGAT	NEGAT	NEGAT		NEGAT	NEGAT						
X	59934	NUM	0.089					0.016	-0.07	-0.04					-0.03	-0.06				-0.02		-0.09	-0.09	-0.16	-0.04			214.6		5.4	0	0	
PATIENT ABS			217					16	-91	-81					-67	-80				-70		-117	-80	-174	-118								
D897377	0826197/35	POS																										159.8		5.4	NEGAT	-1	NR
		NOR	NEGAT					NEGAT	NEGAT		NEGAT				NEGAT	NEGAT				NEGAT		NEGAT	NEGAT	NEGAT		NEGAT	NEGAT						
X	59935	NUM	0.116					0.072	-0.05	-0.01					-0.07	-0.03				-0.01		-0.04	-0.09	-0.14	-0.03			159.8		5.4	-1	-1	
PATIENT ABS			281					71	-65	-26					-129	-42				-40		-57	-78	-150	-109								
D897408	0826197/36	POS																										40.2		6.2	NEGAT	1	NR
		NOR	NEGAT					NEGAT	NEGAT		NEGAT				NEGAT	NEGAT				NEGAT		NEGAT	NEGAT	NEGAT		NEGAT	NEGAT						
X	59936	NUM	0.016					0.042	-0.02	-0.01					-0.02	-0.01				-0.00		0.013	-0.04	-0.04	-0.01			40.2		6.2	1	1	
PATIENT ABS			41					42	-27	-34					-40	-23				-6		10	-36	-51	-39								

	AAP	A500	A300	AAAB	BAMD20	BENZ	BENZ20	CRE	C150	THC	T50	T20	METD	METQ	MDAS	MDAS25	OPI20	OPI20N	OPI	6MAM	OXYS10	SUFS	PCP	PREP	ETOH	CREA	CREAR	PH	PWR	METROL	METHSU	STATUS
CONTROLS OUT:																																	

KIDA DATA — Worklist: TANSAF9 — SUMMARY REPORT — Olympus Report Instrument: 517 — 26-AUG-2023 16:09:16

Patient Info	Load/Cup		AMP	A500	A300	BARB	BARB20	BENZ	BENZ20	COC	C150	THC	TS0	T20	METD	METO	MDMA	MDA25	OPI2K	OPI20M	OPI	6MAM	OXYS10	SUFTS	PCP	PREP	ETOH	CREA	CREAR	PH	PWR	KETABL	KETABR	STATUS
CALIBRATOR ABS			2419	1555.5	1048.5	1308.5	977	1255.5	925.5	1974.5	1335	1536	1018	793.5	1684.5	1250.5	1076	256.5	3023	3018	1123.5	1289	944.5	2548.5	1042	2940.5	418.5							
D097400	0826197/37	PDS																															
		NOR	NEGAT						NEGAT	NEGAT		NEGAT			NEGAT	NEGAT																	
X	59937	NUM	0.047						0.074	-0.04		-0.01			-0.04	-0.04																	
PATIENT ABS			114						73	-57		-25			-80	-52																	
D094608	0826197/38	PDS											1.626																				
		NOR	NEGAT						NEGAT		NEGAT	NEGAT			NEGAT																		
X	59938	NUM	0.117						0.058		-0.06	-0.00			1.626	-0.08																	
PATIENT ABS			284						76		-83	-1			1656	-144																	
D094879	0826197/39	PDS											1.976																				
		NOR	NEGAT						NEGAT		NEGAT	NEGAT			NEGAT	NEGAT																	
[redacted]	59939	NUM	0.006						0.050		0.019	-0.03			1.976	-0.01	-0.04																
PATIENT ABS			16						66		24	-69			2012	-28	-53																
D094014	0826197/40	PDS							2.532				1.584																				
		NOR		NEGAT		NEGAT					NEGAT				NEGAT	NEGAT			NEGAT		NEGAT	NEGAT	NEGAT	NEGAT	NEGAT								
X	59940	NUM		0.291		0.042			2.532		0.061		1.584		-0.06	-0.02			-0.00		-0.06	-0.01	0.148	-0.10									
PATIENT ABS				454		56			3180		82		1613		-117	-24			-24		-84	-13	377	-111									
>SUT2	0826197/41	PDS																															
		NOR	-0.00	-0.05	-0.02	0.079	0.074	-0.03	-0.11	0.003	-0.04	-0.10	-0.24	-0.23	-0.08	-0.05	-0.03	-0.17	-0.01	-0.03	-0.15	0.097	-0.06	-0.11	-0.11	-0.09	0.035	1.5			235	OK	
SUT2	59941	NUM																															
CONTROL ABS			-20	-85	-28	104	73	-48	-104	7	-62	-158	-248	-187	-143	-63	-41	-51	-43	-37	-170	126	-54	-289	-117	-17	15						
D094464	0826197/42	PDS											1.709																				
		NOR	NEGAT								NEGAT														NEGAT								
X	59942	NUM	0.055								-0.01		1.709												-0.16								
PATIENT ABS			124								-37		1740												-169								
D094625	0826197/43	PDS											1.816																				
		NOR	NEGAT								NEGAT														NEGAT								
X	59943	NUM	0.025								0.004		1.816												-0.09								
PATIENT ABS			62								8		1849												-96								
D094648	0826197/44	PDS											1.497																				
		NOR	NEGAT			NEGAT		NEGAT			NEGAT				NEGAT					NEGAT		NEGAT		NEGAT	NEGAT								
X	59944	NUM	0.162			0.129		-0.15			-0.01		1.497		-0.07					-0.40		-0.06		-0.29	-0.02								
PATIENT ABS			394			169		-191			-36		1524		-126					-460		-55		-312	-86								
D094667	0826197/45	PDS																															
		NOR	NEGAT								NEGAT														NEGAT								
[redacted]	59945	NUM	0.021								-0.03														-0.09								
PATIENT ABS			51								-75														-98								

	AMP	A500	A300	BARB	BARB20	BENZ	BENZ20	COC	C150	THC	TS0	T20	METD	METO	MDAS	MDA25	OPI2K	OPI20M	OPI	6MAM	OXYS10	SUFTS	PCP	PREP	ETOH	CREA	CREAR	PH	PWR	KETABL	KETABR	STATUS
CONTROLS OUT:																																

RUDA DATA Worklist: TMISAP3 SUMMARY REPORT Olympus Report Instrument: 517 26-AUG-2023 16:09:16

Patient Info	Load/Cup		AMP	A500	A300	BARB	BARB20 BENZ	BENZ20 COC	C150	THC	T50	T20	METD	METQ	MDMA	MDA2S OPI2K	OPI2HI OPI	6MAM	OXYS10 SOPIS	PCP	PHEP	ETOH	CREA	CREAR	PH	PHR	NITROL	NITRRR	STATUS
CALIBRATOR ABS			2419	1555.5	1048.5	1308.5	977	1255.5	925.5	1974.5	1335	1536	1018	793.5	1694.5	1250.5	1076	296.5	3023	3018	1123.5	1269	844.5	2548.5	1042	2940.5	418.5			
D894691	0826197/46	POS	1.459																										
		NOR								NEGAT			NEGAT					NEGAT					NEGAT			160.6		5.7	NEGAT	1	PEN
X	59946	MAN	1.459							-0.00			-0.24					-0.09					-0.14			160.6		5.7	1	1	
PATIENT ABS			3530							-14			-248					-22					-149								
D894959	0826197/47	POS											1.704																	
		NOR	NEGAT							NEGAT								NEGAT					NEGAT			124.3		7.9	NEGAT	54	PEN
X	59947	MAN	0.091							-0.02			1.704					-0.01					-0.14			124.3		7.9	54	54	
PATIENT ABS			222							-51			1735					-33					-146								
D894748	0826197/48	POS											1.545																	
		NOR	NEGAT							NEGAT								NEGAT					NEGAT			175.5		5.1	NEGAT	0	PEN
[redacted]	59948	MAN	0.186							-0.01			1.545					-0.01					-0.15			175.5		5.1	0	0	
PATIENT ABS			451							-26			1573					-58					-164								
																										SpGr 1.0070		AUG 26 2023			
D894712	0826197/49	POS																						7.7			8.0	NEGAT	2	PEN
		NOR	NEGAT							NEGAT			NEGAT					NEGAT					NEGAT								
[redacted]	59949	MAN	0.008							-0.00			-0.06					-0.00					0.002			7.7		8.0	2	2	
PATIENT ABS			20							-15			-64					-4					3								
D894567	0826197/50	POS											1.750																	
		NOR	NEGAT							NEGAT								NEGAT					NEGAT			276.7		4.8	NEGAT	1	PEN
[redacted]	59950	MAN	0.091							-0.03			1.750					-0.00					-0.15			276.7		4.8	1	1	
PATIENT ABS			222							-68			1782					-23					-157								
ASVT1	0826197/51	POS																												
		NOR	-0.00	-0.06	-0.02	-0.21	-0.31	-0.06	-0.11	-0.05	-0.12	-0.12	-0.22	-0.23	-0.07	-0.05	-0.06	-0.26	-0.01	-0.01	-0.22	-0.46	-0.06	-0.11	-0.12	0.008	0.038	3.4	3.0	2	BK
SVT1	59951	MAN																												
CONTROL ABS			-12	-101	-27	-281	-305	-80	-107	-100	-165	-185	-225	-183	-125	-63	-73	-79	-37	-44	-253	-597	-52	-302	-126	26	16				
D894642	0826197/52	POS											1.787																	
		NOR	NEGAT							NEGAT								NEGAT					NEGAT			150.4		8.0	NEGAT	1	PEN
[redacted]	59952	MAN	0.119							0.510			1.787					-0.00					-0.13			150.4		8.0	1	1	
PATIENT ABS			290							1007			1820					-24					-137								
D894108	0826197/53	POS											1.729																	
		NOR	NEGAT		NEGAT		NEGAT		NEGAT					NEGAT	NEGAT			NEGAT					NEGAT			331.8		5.0	NEGAT	0	PEN
[redacted]	59953	MAN	0.144		0.089		-0.10		-0.01				1.729	-0.04	0.064			-0.01					-0.09			331.8		5.0	0	0	
PATIENT ABS			359		52		-133		-26				1761	-78	72			-33					-96								
																										SpGr 1.0027		AUG 26 2023			
D894620	0826197/54	POS																						14.9			6.0	NEGAT	3	PEN
		NOR		NEGAT							NEGAT								NEGAT					NEGAT								
[redacted]	59954	MAN		-0.01							-0.01								-0.00					-0.00			14.9		6.0	3	3	
PATIENT ABS				-18							-19								-21					-4								

	AMP	A500	A300	BARB	BARB20 BENZ	BENZ20 COC	C150	THC	T50	T20	METD	METQ	MDMA	MDA2S OPI2K	OPI2HI OPI	6MAM	OXYS10 SOPIS	PCP	PHEP	ETOH	CREA	CREAR	PH	PHR	NITROL	NITRRR	STATUS
CONTROLS OUT:																											

NIDA DHHS Worklist: TXNSAP3 SUMMARY REPORT Olympus Report Instrument 517 26-AUG-2023 16:09:16

Patient Info	Load/Cup		AMP	A500	A300	DARB	BARB20	BENZ	BENZ20	COC	C150	THC	T50	T20	METD	METQ	MDAS	MDAS25	OPI2K	OPI2KH	OPI	6MAM	OXYS10	SOPIS	PCP	PROP	ETOH	CREA	CREAR	PH	PHR	NITRAL	NITRAR	STATUS
CALIBRATOR ABS			2419	1555.5	1048.5	1308.5	977	1255.5	925.5	1974.5	1335	1536	1018	793.5	1684.5	1250.5	1076	256.5	3023	3018	1123.5	1289	844.5	2543.5	1042	2540.5	418.5							
D094498	0826197/55	POS											1.811																235.3		5.5	NEGAT	1	PEN
		NOR	NEGAT							NEGAT									NEGAT						NEGAT				235.3		5.5	1	1	
[redacted]	59955	NUM	0.065							-0.02			1.811						-0.00						-0.07									
PATIENT ABS			159							-57			1044						-21						-77									
D094441	0826197/56	POS																											17.9		6.6	NEGAT	1	PEN
		NOR	NEGAT							NEGAT			NEGAT						NEGAT						NEGAT				17.9		6.6	1	1	
[redacted]	59956	NUM	0.026							-0.02			0.001						-0.00						-0.03									
PATIENT ABS			65							-44			2						-7						-35									
D094482	0826197/57	POS											1.444																57.2		6.0	NEGAT	7	PEN
		NOR	NEGAT							NEGAT									NEGAT						NEGAT				57.2		6.0	7	7	
[redacted]	59957	NUM	0.081							-0.00			1.444						-0.00						-0.02									
PATIENT ABS			197							-4			1471						-15						-23									
D094056	0826197/58	POS																											104.8		5.9	NEGAT	1	NR
		NOR	NEGAT							NEGAT			NEGAT						NEGAT						NEGAT				104.8		5.9	1	1	
X	59958	NUM	0.926							-0.01			-0.06						-0.00						-0.14									
PATIENT ABS			2242							-28			-70						-18						-147									
D094132	0826197/59	POS																											223.4		5.0	NEGAT	-1	NR
		NOR	NEGAT							NEGAT			NEGAT						NEGAT						NEGAT				223.4		5.0	-1	-1	
[redacted]	59959	NUM	0.169							-0.04			-0.38						-0.02						-0.26									
PATIENT ABS			411							-69			-389						-79						-272									
D094196	0826197/60	POS											1.605																288.5		6.8	NEGAT	1	PEN
		NOR	NEGAT							NEGAT									NEGAT						NEGAT				288.5		6.8	1	1	
[redacted]	59960	NUM	0.124							-0.01			1.605						-0.02						-0.18									
PATIENT ABS			301							-25			1634						-61						-195									
NEGATIVE	0826197/61	POS																																
		NOR	0.002	0.000	0.018	0.057	0.028	0.017	0.012	-0.01	-0.04	-0.08	-0.13	-0.05	-0.03	-0.02	-0.00	-0.15	-0.01	-0.01	0.004	0.051	-0.04	-0.05	-0.05	-0.07	0.062	25.2		0.0			597	NR
NEGATIVE	59961	NUM																																
CONTROL ABS			7	1	19	75	28	22	12	-23	-59	-129	-135	-47	-67	-35	-8	-46	-37	-32	5	66	-34	-131	-53	-231	26							
D094338	0826197/62	POS																											34.0		6.1	NEGAT	1	NR
		NOR	NEGAT							NEGAT			NEGAT						NEGAT						NEGAT				34.0		6.1	1	1	
[redacted]	59962	NUM	0.021							-0.01			-0.12						-0.00						-0.04									
PATIENT ABS			53							-23			-125						-16						-50									
D094081	0826197/63	POS											1.561																144.1		5.9	NEGAT	7	PEN
		NOR	NEGAT							NEGAT									NEGAT						NEGAT				144.1		5.9	7	7	
[redacted]	59963	NUM	0.057							-0.00			1.561						-0.01						-0.12									
PATIENT ABS			138							-3			1590						-35						-133									
			AMP	A500	A300	DARB	BARB20	BENZ	BENZ20	COC	C150	THC	T50	T20	METD	METQ	MDAS	MDAS25	OPI2K	OPI2KH	OPI	6MAM	OXYS10	SOPIS	PCP	PROP	ETOH	CREA	CREAR	PH	PHR	NITRAL	NITRAR	STATUS

SpGr 1.0019 AUG 2 6 2023

CONTROLS OUT:

Olympus Report

MDA BARS | Worklist: TARSAP3 | SUMMARY REPRINT | Instrument: 517 | 26-AUG-2023 16:09:16

Patient Info	Load/Cup		AAP	AB20	A300	BAR3	BAR20	BEN2	BENZ20	CDC	C150	THC	T20	T20	METD	METO	MAS	MDAS25	OPI2K	OPI20H	OPI	AMAH	BAYS10	SUPIS	PCP	PREP	ETOH	CREA	CREAR	PH	PHR	KETONE	NITRATE	STATUS
CALIBRATOR ABS			2419	1555.5	1048.5	1308.5	977	1255.5	925.5	1974.5	1335	1536	1018	793.5	1684.5	1250.5	1076	296.5	3023	3018	1123.5	1269	844.5	2548.5	1042	2940.5	418.5							
D894038	0826197/64	POS	2.004																									84.7		5.0	NEGAT	1	PEN
		NOR				NEGAT		NEGAT		NEGAT			NEGAT		NEGAT		NEGAT							NEGAT				84.7		5.0	1	1	
541947992	59964	NUM	2.004			0.025		-0.01		-0.00			-0.16		-0.04		0.126		-0.01					-0.07									
PATIENT ABS			4850			33		-17		-11			-167		-81		136		-31					-80									
D893801	0826197/65	POS																										48.3		6.8	NEGAT	31	NR
		NOR	NEGAT							NEGAT			NEGAT						NEGAT					NEGAT				48.3		6.8	31	31	
[redacted]	59965	NUM	-0.00							-0.00			-0.21						-0.01					-0.11									
PATIENT ABS			-3							-8			-216						-48					-120									
D893845	0826197/66	POS																										57.0		5.6	NEGAT	1	NR
		NOR		NEGAT		NEGAT		NEGAT			NEGAT				NEGAT				NEGAT			NEGAT		NEGAT		NEGAT		57.0		5.6	1	1	
[redacted]	59966	NUM		0.115		0.038		-0.03			-0.03				-0.02				-0.03			-0.06		-0.04									
PATIENT ABS				120		51		-47			-53				-40				-15			-51		-43									
D893877	0826197/67	POS											1.611															179.0		5.0	NEGAT	0	PEN
		NOR	NEGAT							NEGAT									NEGAT					NEGAT				179.0		5.0	0	0	
[redacted]	59967	NUM	0.112							-0.01			1.611						-0.01					-0.18									
PATIENT ABS			272							-30			1641						-56					-191									
D893991	0826197/68	POS								1.487																		94.9		5.3	NEGAT	1	PEN
		NOR	NEGAT										NEGAT						NEGAT					NEGAT				94.9		5.3	1	1	
[redacted]	59968	NUM	0.051							1.487			-0.20						-0.01					-0.06									
PATIENT ABS			125							2937			-204						-33					-72									
D893965	0826197/69	POS											1.486															143.5		6.8	NEGAT	1	PER
		NOR	NEGAT			NEGAT		NEGAT		NEGAT					NEGAT				NEGAT					NEGAT	NEGAT			143.5		6.8	1	1	
X	59969	NUM	0.059			0.038		-0.07		-0.01			1.486		-0.06				-0.00					-0.11	-0.04								
PATIENT ABS			143			51		-91		-39			1513		-106				-30					-115	-143								
D893977	0826197/70	POS											1.613															12.6		5.9	NEGAT	2	PEN
		NOR	NEGAT							NEGAT									NEGAT					NEGAT				12.6		5.9	2	2	
[redacted]	59970	NUM	0.009							-0.01			1.613						-0.00					-0.03									
PATIENT ABS			22							-37			1646						-24					-32									
MFEDAT	0826197/71	POS																															
		NOR		1.293							1.182		1.403						1.163	1.155		1.290		1.446			25.9		7.4		2	EX
FEDAT	59971	NUM																															
CONTROL ABS				2012							1578		1429						3517	3488		1090		1597									
D893749	0826197/72	POS																										37.6		8.9	NEGAT	7	NR
		NOR	NEGAT							NEGAT			NEGAT						NEGAT					NEGAT				37.6		8.9	7	7	
[redacted]	59972	NUM	0.004							-0.00			-0.19						-0.01					-0.10									
PATIENT ABS			10							-15			-202						-49					-107									

	AAP	AB20	A300	BAR3	BAR20	BEN2	BENZ20	CDC	C150	THC	T20	T20	METD	METO	MAS	MDAS25	OPI2K	OPI20H	OPI	AMAH	BAYS10	SUPIS	PCP	PREP	ETOH	CREA	CREAR	PH	PHR	KETONE	NITRATE	STATUS

CONTROLS OUT:

SpGr 1.018 AUG 26 2023

Patient Info	Load/Cup		AMP	AS00	A300	BARB	CARB20	BENZ	BENZ20	CDE	C150	THC	T50	T20	METD	METH	MDAS	MASS	OPI2K	OPI300	OPI	6MAM	OXYS10	SOPIS	PCP	PREP	ETOH	OXEA	OXEAR	PH	PHR	METHL	METHN	STATUS
CALIBRATOR ABS			2419	1555.5	1048.5	1308.5	977	1255.5	925.5	1974.5	1335	1536	1018	793.5	1684.5	1250.5	1076	294.5	3023	3018	1123.5	1289	844.5	2548.5	1042	2940.5	418.5							
D093631	0826197/73	POS											1.999																				
		NEG	NEGAT							NEGAT									NEGAT						NEGAT				16.5		5.9	NEGAT	2	PEN
[redacted]	59973	NUM	0.005							-0.02			1.999						-0.00						-0.03				16.5		5.9	2	2	
PATIENT ABS			13							-59			2035						-6						-34									
D093630	0826197/74	POS											1.391																				
		NEG	NEGAT							NEGAT									NEGAT						NEGAT				193.9		4.9	NEGAT	0	PEN
[redacted]	59974	NUM	0.126							-0.01			1.391						-0.01						-0.17				193.9		4.9	0	0	
PATIENT ABS			305							-32			1417						-40						-182									
D093933	0826197/75	POS																															
		NEG	NEGAT		NEGAT		NEGAT		NEGAT		NEGAT			NEGAT												NEGAT	NEGAT		156.1		8.7	NEGAT	3	NR
K	59975	NUM	0.061		0.001		-0.09		0.022		-0.16			-0.04												-0.16	-0.17		156.1		8.7	8	8	
PATIENT ABS			149		2		-12		45		-168			-72												-176	-514							
NSAPAT	0826197/76	POS																															
		NEG			1.319		1.237		1.068		1.218			1.178	1.368		1.499		1.319						1.188		26.1		7.0			2	EK
SAPAT	59976	NUM																															
CONTROL ABS					1726		1554		2109		1872			1985	1711		504		1482						3494								
NFEDALTAT	0826197/77	POS																															
		NEG					1.373		1.350							2.593				1.366		1.196												EK
FEDALTAT	59977	NUM																															
CONTROL ABS							1342		1250							2791				1761		3044											
NSAPALTAT	0826197/78	POS																															
		NEG	1.200										1.159														1.151	25.2		6.8		2	EK
SAPALTAT	59978	NUM																															
CONTROL ABS			2904										920														482						

SpGr 1.0019 AUG 2 6 2023

CONFIRMATION TEST INFORMATION

CONFIRMATION TEST DESCRIPTION

Confirmation testing for drugs of abuse is performed by mass spectrometry. The concentration of drug in each donor specimen is determined by comparison of the response of the specimen to the response of calibrators of known concentration. If a donor specimen has a concentration of drug that is less than the client specific cutoff, the specimen is determined to be negative for the confirmation test. If a donor specimen has a concentration of drug that is greater than or equal to the client specific cutoff, the specimen is determined to be positive for the specific test. Each batch contains both negative and positive quality control samples along with one blind quality control sample that is inserted into the batch in a random position.

If required, confirmation testing for specimen validity is performed by the same or, if available, a second definitive method that can be utilized to identify specimens as adulterated, substituted or invalid. Each confirmation test is performed on a second aliquot that is obtained from the original specimen container and all confirmation batches contain appropriate quality control samples to verify the performance of the procedure.

PULL LIST FOR WORKLIST(S) TXNAMMS2 PAGE 1

082603 08/26/2023

CHAIN OF CUSTODY LOG

DATE	RELEASED BY	RECEIVED BY	PURPOSE
08/26/2023	Sign.	Sign.	R2 TO PTS/
	Name Temporary Storage	Name CULVER, ROBIN	ALIQUOT R1
AUG 2 6 2023	Sign.	Sign.	
	Name ROBIN CULVER	Name PROCESSING TS	R1 TO TEMP STORAGE
	Sign.	Sign.	
	Name	Name	
	Sign.	Sign.	
	Name	Name	
	Sign.	Sign.	
	Name	Name	
	Sign.	Sign.	
	Name	Name	
	Sign.	Sign.	
	Name	Name	
	Sign.	Sign.	
	Name	Name	
	Sign.	Sign.	
	Name	Name	
	Sign.	Sign.	
	Name	Name	

WORKLIST : TXNAMMS2

ACCESSION	PARTICIPANT	UNIT CODE	STORAGE BOX/ROW/COL	STATE
D862355	[redacted]	%NNA500	G049650/B/9 Split Rec'd PA-e	
D893071	X	%NNAMP	G049651/I/4	NM
D894691	X	%NNAMP	G049653/A/8	WI
D894038	541947992	%NNAMP	G049653/C/4	OR
D887232	[redacted]	%NNA500	V157513/0096335/2 Split Rec'd NV-e	
D887727	[redacted]	%NNAMP	V157513/0096336/3	CA
D891050	[redacted]	%NNAMP	V157531/0081101/9 Split Rec'd SC-e	
D891986	[redacted]	%NNAMP	V157531/0081104/5	CA
D894209	[redacted]	%NNA500	V157549/0071950/9	AZ

WORKLIST : TXNAMMS2

ACCESSION	PARTICIPANT	UNIT CODE	STORAGE BOX/ROW/COL	STATE
D893117	[redacted]	ZNNAMP	V157551/0073894/4	Split Rec'dID
D893315	X	ZNNAMP	V157551/0073895/3	Split Rec'dTX
D893376	X	ZNNAMP	V157551/0073895/5	IL
D894007	X	ZNNAMP	V157551/0073899/3	IN
D893530	[redacted]	ZNNAMP	V157557/0083316/10	PA
D894039	X	ZNNA500	V157557/0083318/10	Split Rec'dNJ
D894839	[redacted]	ZNNA500	V157563/0080431/6	SC
D894616	[redacted]	ZNNAMP	V157565/0098511/4	Split Rec'dPA
D894868	[redacted]	ZNNAMP	V157565/0098512/4	CO
D895772	[redacted]	ZNNAMP	V157568/0054971/8	Split Rec'dCO
D895865	[redacted]	ZNNA500	V157570/0037906/10	Split Rec'dVA
D896204	[redacted]	ZNNAMP	V157570/0054818/7	PA
D895979	[redacted]	ZNNAMP	V157573/0072637/8	Split Rec'dIL
D896961	[redacted]	ZNNA500	V157573/0094204/7	Split Rec'dIL
D895731	[redacted]	ZNNAMP	V157575/0058283/8	SC
D896548	X	ZNNA500	V157577/0058269/5	Split Rec'dIN
D895813	[redacted]	ZNNAMP	V157579/0088777/10	Split Rec'dCA
D896079	[redacted]	ZNNA500	V157579/0088779/4	AZ
D897576	X	ZNNA500	V157585/0095957/4	Split Rec'dWA
D880825	[redacted]	ZNNAMP	X157466/C/10	Split Rec'dTX
D880652	[redacted]	ZNNAMP	X157466/C/6	Split Rec'dVA
D881132	[redacted]	ZNNAMP	X157466/D/10	TX
D881514	[redacted]	ZNNA500	X157466/F/3	OH

D896873 RC 8-26-23

Total accessions for worklist TXNAMMS2 = 32

D897061 RC 8-26-23

	SIGNATURE	PRINTED NAME	DATE
INTERPRETED BY:		TRYSTAN AMBROSI	AUG 3 0 2023
REVIEWED/ RELEASED BY:		MAHONEY AUGUSTINE	AUG 3 0 2023

ALIQUOT CHAIN OF CUSTODY LOG

DATE	RELEASED BY	RECEIVED BY	PURPOSE
08/26/23	SIGN. NAME CULVER, ROBIN	SIGN. NAME PASS THRU	TEMP STORAGE
AUG 2 6 2023	SIGN. NAME PASS THRU	SIGN. NAME TORI JENNER	TRANSFER
AUG 2 6 2023	SIGN. NAME TORI JENNER	SIGN. NAME ETS	TEMP STORAGE
AUG 2 6 2023	SIGN. NAME ETS	SIGN. NAME JAMES ZEORLIN	QT ALIQUOT / DISCARD EXCESS
AUG 2 6 2023	SIGN. NAME JAMES ZEORLIN	SIGN. NAME TEMP STORAGE	TEMP STORAGE
AUG 2 7 2023	SIGN. NAME TEMP STORAGE	SIGN. NAME JAMES ZEORLIN	VIALING
AUG 2 7 2023	SIGN. NAME JAMES ZEORLIN	SIGN. NAME GC/MS TS	TEMP STORAGE
AUG 2 7 2023	SIGN. NAME GC/MS TS	SIGN. NAME JACK RICHARDSON	TRANSFER
	SIGN. NAME JACK RICHARDSON	SIGN. NAME GCMS A67	INJECT
AUG 2 8 2023	SIGN. GCMS A67 NAME	SIGN. NAME JAEBRIELLE BRYANT	TRANSFER
AUG 2 8 2023	SIGN. NAME JAEBRIELLE BRYANT	SIGN. NAME VIAL TS	TEMP STORAGE
	SIGN. NAME	SIGN. NAME	
	SIGN. NAME	SIGN. NAME	
	SIGN. NAME	SIGN. NAME	
	SIGN. NAME	SIGN. NAME	
	SIGN. NAME	SIGN. NAME	

SEQ	INSTR ID	ACCESSION	PARTICIPANT	CLIENT #	REQ #/ SpecimenID	EMIT	ST	WORKLIST

1 *CAL

QAMP _____ QMAMP _____

2 *40%

QAMP _____ QMAMP _____

3 *125% NRC

QAMP _____ QMAMP _____

4 *NEG

QAMP _____ QMAMP _____

5 D862355 [redacted] 10335301 8222373 2.99214
CC14212582

Specimen ID Verification: CC14212582 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMPM _____ METAM _____ QAMP _____ QMAMP _____ A500 _____ AMPMR DNR

METAMR DNR

C150,T50,MDAS,OXYS100, SOPIS,PCP @X2

6 D893071 X 10187409 8952542 3.31170

Specimen ID Verification: 8952542 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

TEMP /

7 D887232 [redacted] 10948409 8246630 3.36750
7932784982

Specimen ID Verification: 7932784982 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

SEQ	INSTR ID	ACCESSION	PARTICIPANT	CLIENT #	REQ #/ SpecimenID	EMIT	ST	WORKLIST

AMPM _____ METAM _____ QAMP _____ QMAMP _____ A500 _____ AMPMR DNR

METAMR DNR

8 D887727 [redacted] 10286715 8247001 1.78445
7932650846

Specimen ID Verification: 7932650846 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

9 D894691 [redacted] 11180872 3515983 1.45928

Specimen ID Verification: 3515983 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

10 D894038 541947992 65124829 8252337 2.00496
7930329713

Specimen ID Verification: 7930329713 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

11 D891050 [redacted] 15043276 8250140 1.35764
7930539699

Specimen ID Verification: 7930539699 Verified /

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

SEQ	INSTR ID	ACCESSION	PARTICIPANT	CLIENT #	REQ #/ SpecimenID	EMIT	ST	WORKLIST
12		D891986	[redacted]	10835774	8250863 7930889909	1.72806		

Specimen ID Verification: 7930889909 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

13		D894209	[redacted]	10545483	8252463 7931159660	1.27547		

Specimen ID Verification: 7931159660 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMPM _____ METAM _____ QAMP _____ QMAMP _____ AE00 _____ AMPMR DNR

METAMR DNR

14		D893117	[redacted]	10841455	8251676 CC14519468	1.53576		

Specimen ID Verification: CC14519468 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

15		D893315	X	10317269	3364771	3.39314		

Specimen ID Verification: 3364771 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

16		D893376	X	00112891	1269376	1.15048		

Specimen ID Verification: 1269376 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

SEQ	INSTR ID	ACCESSION	PARTICIPANT	CLIENT #	REQ #/ SpecimenID	EMIT	ST	WORKLIST

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

17 D894007 X 11561155 5105259 2.33444

Specimen ID Verification: 5105259 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

18 D893530 [redacted] 11577816 8251955 7924854129 1.03603

Specimen ID Verification: 7924854129 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

19 D894039 X 10584664 7269931 1.44467

Specimen ID Verification: 7269931 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMPM _____ METAM _____ QAMP _____ QMAMP _____ A500 _____ AMPMR DNR

METAMR DNR

20 D894839 [redacted] 20115038 8252926 7932471380 2.51045

Specimen ID Verification: 7932471380 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMPM _____ METAM _____ QAMP _____ QMAMP _____ A500 _____ AMPMR DNR

METAMR DNR

SEQ	INSTR ID	ACCESSION	PARTICIPANT	CLIENT #	REQ #/ SpecimenID	EMIT	ST	WORKLIST
21		D894616	[redacted]	10556093	8252760 7931233128	1.45224		

Specimen ID Verification: 7931233128 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

22		D894868	[redacted]	11124664	8252953 7921169842	1.31065		

Specimen ID Verification: 7921169842 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

23		D895772	[redacted]	11690942	8253632 7932444464	1.18959		

Specimen ID Verification: 7932444464 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

24		D895865	[redacted]	80308369	8253697 QD25518137	2.39766		

Specimen ID Verification: QD25518137 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMPM _____ METAM _____ QAMP _____ QMAMP _____ A500 _____ AMPMR DNR

METAMR DNR

25		D896204	[redacted]	10556093	8253941 7930077817	2.13105		

Specimen ID Verification: 7930077817 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

SEQ	INSTR ID	ACCESSION	PARTICIPANT	CLIENT #	REQ #/ SpecimenID	EMIT	ST	WORKLIST

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

26 D895979 [redacted] 11102713 8253781 1.74216
7931186018

Specimen ID Verification: 7931186018 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

27 D896961 [redacted] 10362071 8254514 1.70188
CC12676126

Specimen ID Verification: CC12676126 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMPM _____ METAM _____ QAMP _____ QMAMP _____ A500 _____ AMPMR DNR

METAMR DNR

28 D895731 [redacted] 10620150 8253609 1.01944
7919970396

Specimen ID Verification: 7919970396 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

29 D896548 X 11693887 2401659 1.74109

Specimen ID Verification: 2401659 Verified /

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMPM _____ METAM _____ QAMP _____ QMAMP _____ A500 _____ AMPMR DNR

METAMR DNR

SEQ	INSTR ID	ACCESSION	PARTICIPANT	CLIENT #	REQ #/ SpecimenID	EMIT	ST	WORKLIST
30		D895813	[redacted]	80167734	8253660 CC13888213	3.44292		

Specimen ID Verification: CC13888213 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

31		D896079	[redacted]	10545483	8253853 7931319664	3.61504		

Specimen ID Verification: 7931319664 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMPM _____ METAM _____ QAMP _____ QMAMP _____ A500 _____ AMPMR DNR

METAMR DNR

32		D897576	X	10776116	0894543	1.24667		

Specimen ID Verification: 0894543 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMPM _____ METAM _____ QAMP _____ QMAMP _____ A500 _____ AMPMR DNR

METAMR DNR

33		D880825	[redacted]	10730849	8239043 7932061822	1.95205		

Specimen ID Verification: 7932061822 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

34		D898480	[redacted]	20009998	8255860			

Dilution: Sample_____ Diluent_____ Dilution Factor_____

SEQ	INSTR ID	ACCESSION	PARTICIPANT	CLIENT #	REQ #/ SpecimenID	EMIT	ST	WORKLIST

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

35 D880652 [redacted] 10455470 8238894 1.91980
QD22362896
Specimen ID Verification: QD22362896 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

36 D881132 [redacted] 65911212 8239292 1.22861
CC14111242
Specimen ID Verification: CC14111242 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

37 D881514 [redacted] 10736115 8239628 3.77435
QD22362884
Specimen ID Verification: QD22362884 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMPM _____ METAM _____ QAMP _____ QMAMP _____ A500 _____ AMPMR DNR

METAMR DNR

38 D896873 [redacted] 11390285 8254447 3.70529
CC13654081
Specimen ID Verification: CC13654081 Verified ✓

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

SEQ	INSTR ID	ACCESSION	PARTICIPANT	CLIENT #	REQ #/ SpecimenID	EMIT	ST	WORKLIST
39		D897061	[redacted]	10545483	8254592 7931101496	1.60241		

Specimen ID Verification: 7931101496 Verified ✓

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMPM _____ METAM _____ QAMP _____ QMAMP _____ A500 _____ AMPMR DNR

METAMR DNR

40 *125%

QAMP _____ QMAMP _____

END OF WORKLIST

Exit

Quest Diagnostics

CERTIFICATE OF CORRECTION-MEMORANDUM FOR THE RECORD

BATCH ID: TXNAMMS2 082613 **DEPARTMENT:** EXTRACTION

PULL LIST: specimens removed from (Pass Thru) (Temp Storage) (ETS) for (Aliquot) (Load Build) (Transfer) (R2 to PTS/ Aliquot R1) (Prep for HS)	
PULL LIST: Specimens placed in (Processing TS) (Pass thru) (Temp Storage) (ETS) for (Temp Storage) (R1 to Temp storage)	
WORKLIST: Specimens/ aliquots removed from (Pass thru) (Temp Storage) (ETS) for (Temp Storage) (QT aliquot /discard excess) (Extraction) (Extraction/Samples to ETS) (Transfer) (Vialing) (Prep for HS)	✓
WORKLIST: Specimens/aliquots placed in (Pass thru) (Temp storage) (ETS) (Trash) for (Temp Storage) (Discard)	
WORKLIST: Vials removed from (Headspace) (Vial TS) (GCMS TS) (Instrument) _____ for_____	
WORKLIST: Vials transferred to (Biohazard waste) (Vial TS) (GCMS TS) (Instrument) _____ (Headspace) (Forensic scientist) for (Inject) (Temp Storage) (Transfer) (Discard) _____	
WORKLIST/CSBCR: (Forensic scientist) (CS) missed (sign) (printed name) (Date)	
SEQUENCE TABLE: Sequence built/ Vials Verified	
SEQUENCE TABLE: Pre-Injection/ Post- Injection Sequence Vials Verified	
CONFIRMATION CERTIFICATION CHECKLIST: (Forensic scientist) missed (sign) (printed name) (Date)	

Other: _____

On 08/27/23 (date), James Zoerlin (name) **completed the noted process for the listed batch and omitted/incorrectly documented the process. I hereby attest that all the information provided in this Memorandum for the Record is true and accurate.**

FP/FS Signature: _____ **Date:** 08/30/23

CS Signature: _____ **Name/Date:** MAHONEY AUGUSTINE

Version 2

Non Instrument worklistWORKLIST: TXNAMMS2 Load: 0826013 08/30/2023 03:53:07 AM PAGE

Open QC Failed
Blind QC Failed

Reviewed and Verified by _____ TRYSTAN AMBROS Date AUG 30 2023

CUP	ACCESSION	PART-ID	INST-ID				
1	*CAL	250	250				
2	*40%	111.76	114.37				
3	*125% NRC	609.76	678.86				
4	*NEG	0	0				
5	D862355 [redacted]			AMPM=	: METAM=	:	
				A500=	:		
				*AMP	6409	250	P
				*MAMP	0	250	N
6	D893071 [redacted]			AMP=	: AMPM=	:	
				METAM=	:		
				*AMP	1612	500	P
				*MAMP	14023 C	500	P
7	D887232 [redacted]			AMPM=	: METAM=	:	
				A500=	:		
				*AMP	9882	250	P
				*MAMP	0	250	N
8	D887727 [redacted]			AMP=	: AMPM=	:	
				METAM=	:		
				*AMP	5379	500	P
				*MAMP	0	500	N
9	D894691 [redacted]			AMP=	: AMPM=	:	
				METAM=	:		
				*AMP	2734	500	P
				*MAMP	0	500	N
10	D894038	541947992		AMP=	: AMPM=	:	
				METAM=	:		
				*AMP	2069	500	P
				*MAMP	531	500	P
11	D891050 [redacted]			AMP=	: AMPM=	:	
				METAM=	:		
				*AMP	503	500	P
				*MAMP	391	500	N
12	D891986 [redacted]			AMP=	: AMPM=	:	
				METAM=	:		
				*AMP	3976	500	P
				MAMP	0	500	N
13	D894209 [redacted]			AMPM=	: METAM=	:	
				A500=	:		
				*AMP	388	250	P
				*MAMP	0	250	N
14	D893117 [redacted]						

QC ID = CAL
No QC Results
QC ID = 40%
No QC Results
QC ID = 125% NRC
No QC Results
QC ID = NEG
No QC Results

Non Instrument worklistWORKLIST: TXNAMMS2 Load: 0826013 08/30/2023 03:53:07 AM PAGE

Open QC Failed
Blind QC Failed

CUP	ACCESSION	PART-ID	INST-ID				
				AMP=	: AMPM=	:	
				METAM=	:		
				* AMP	88	500	
				* MAMP	1492	500	N
15	D893315	[redacted]		AMP=	: AMPM=	:	
				METAM=	:		
				* AMP	1965	500	P
				* MAMP	25593 C	500	P
16	D893376	[redacted]		AMP=	: AMPM=	:	
				METAM=	:		
				* AMP	0	500	
				* MAMP	0	500	N
17	D894007	[redacted]		AMP=	: AMPM=	:	
				METAM=	:		
				* AMP	12764 C	500	P
				* MAMP	0	500	N
18	D893530	[redacted]		AMP=	: AMPM=	:	
				METAM=	:		
				* AMP	1236	500	P
				* MAMP	0	500	N
19	D894039	[redacted]		AMPM=	: METAM=	:	
				A500=	:		
				* AMP	1045	250	P
				* MAMP	0	250	N
20	D894839	[redacted]		AMPM=	: METAM=	:	
				A500=	:		
				* AMP	4518	250	P
				* MAMP	0	250	N
21	D894616	[redacted]		AMP=	: AMPM=	:	
				METAM=	:		
				* AMP	2934	500	P
				* MAMP	0	500	N
22	D894868	[redacted]		AMP=	: AMPM=	:	
				METAM=	:		
				* AMP	1546	500	P
				* MAMP	0	500	N
23	D895772	[redacted]		AMP=	: AMPM=	:	
				METAM=	:		
				* AMP	1905	500	P
				* MAMP	0	500	N
24	D895865	[redacted]		AMPM=	: METAM=	:	
				A500=	:		
				* AMP	2998	250	P
				* MAMP	0	250	N
25	D896204	[redacted]					

Non Instrument worklistWORKLIST: TXNAMMS2 Load: 0826013 08/30/2023 03:53:07 AM PAGE

Open QC Failed
Blind QC Failed

CUP	ACCESSION	PART-ID	INST-ID					
				AMP=	: AMPM=	:		
				METAM=	:			
				.AMP	10780 C	500 P		
				.MAMP	0	500 N		
26	D895979	[redacted]		AMP=	: AMPM=	:		
				METAM=	:			
				.AMP	5148	500 P		
				.MAMP	0	500 N		
27	D896961	[redacted]		AMPM=	: METAM=	:		
				A500=	:			
				.AMP	1174	250 P		
				.MAMP	0	250 N		
28	D895731	[redacted]		AMP=	: AMPM=	:		
				METAM=	:			
				.AMP	997	500 P		
				.MAMP	0	500 N		
29	D896548	[redacted]		AMPM=	: METAM=	:		
				A500=	:			
				.AMP	1762	250 P		
				.MAMP	0	250 N		
30	D895813	[redacted]		AMP=	: AMPM=	:		. BLIND ID=NEGATIVE
				METAM=	:			
				.AMP	2865	500 P		
				.MAMP	11496 C	500 P		
31	D896079	[redacted]		AMPM=	: METAM=	:		
				A500=	:			
				.AMP	12315 C	250 P		
				.MAMP	0	250 N		
32	D897576	[redacted]		AMPM=	: METAM=	:		
				A500=	:			
				.AMP	0	250		
				.MAMP	0	250 N		
33	D880825	[redacted]		AMP=	: AMPM=	:		
				METAM=	:			
				.AMP	6715	500 P		
				.MAMP	0	500 N		
34 *	D898480	[redacted]		AMP=	: AMPM=	:		QA BLIND ID=NEGATIVE
				METAM=	:			
				.AMP	0	No Cutoff Found for %NNAMP		
				.MAMP	0	No Cutoff Found for %NNAMP		
35	D880652	[redacted]						QC Out

Non Instrument worklistWORKLIST: TXNAMMS2 Load: 0826013 08/30/2023 03:53:07 AM PAGE

Open QC Failed
Blind QC Failed

CUP	ACCESSION	PART-ID	INST-ID				
				AMP=	: AMPM=	:	
				METAM=	:		
				AMP	6943	500	P
				MAMP	0	500	N
36	D881132	[redacted]		AMP=	: AMPM=	:	
				METAM=	:		
				AMP	251	500	N
				MAMP	725	500	P
37	D881514	[redacted]		AMPM=	: METAM=	:	
				A500=	:		
				AMP	21020 C	250	P
				MAMP	0	250	N
38	D896873	[redacted]		AMP=	: AMPM=	:	
				METAM=	:		
				AMP	5455	500	P
				MAMP	39686 C	500	P
39	D897061	[redacted]		AMPM=	: METAM=	:	
				A500=	:		
				AMP	0	250	N
				MAMP	24	250	N

ID = 125%
QC Results

40 *125%

QC ID = 125%
No QC Results

330.15 350.71

Box # 17

Quest Diagnostics

MS VIAL DISPOSAL LOG

RUN	INITIAL/DATE	Removed for analysis (sign & date)	Disposed (√)	Comment
TXNAMMS2 0826004	JR 8/27/23		✓	
TXNUTC 08260009	JB 8/27/23		✓	
TXNUTC 08260008	JB 8/27/23		✓	
TXNUTC 08260012	JB 8/27/23		✓	
TXOOPMS2 08260001	AV 08/27/23		✓	
TXHTHAMS3 0825001	JB 8/27/23		✓	
TXOCOMS3 0826002	AV 08/27/23		✓	
TXNAMMS2 08260008	JB 8/28/23		✓	
TXOTHMS2 08260005	JB 8/28/23		✓	
TXNAMMS2 08260016	JB 8/28/23		✓	
TXNAMMS2 08260017	JB 8/28/23		✓	
TXNAMMS2 08260014	JB 8/28/23		✓	
TXNAMMS2 08260012	JB 8/28/23		✓	
TXOTHMS3 08260001	JB 8/28/23		✓	
TXNAMMS2 08260011	JB 8/28/23		✓	
TXNAMMS2 08260013	JB 8/28/23		✓	
TXNAMMS2 08260015	JB 8/28/23		✓	
TXOCOMS3 08260003	KW 8/28/23		✓	
TXHCOMS3 08260002	KW 8/28/23		✓	
TXHTHAMS3 08250002	KW 8/28/23		✓	
TXHDL 08260001	KW 8/28/23		✓	
TXHCOMS3 08260001	ES 8.28.23		✓	
TXHAMS3 08260001	KW 8/28/23		✓	
TXHAMS3 08260003	KW 8/28/23		✓	
TXHCOMS3 08250001	KW 8/28/23		✓	

ALS Vials Discarded by:

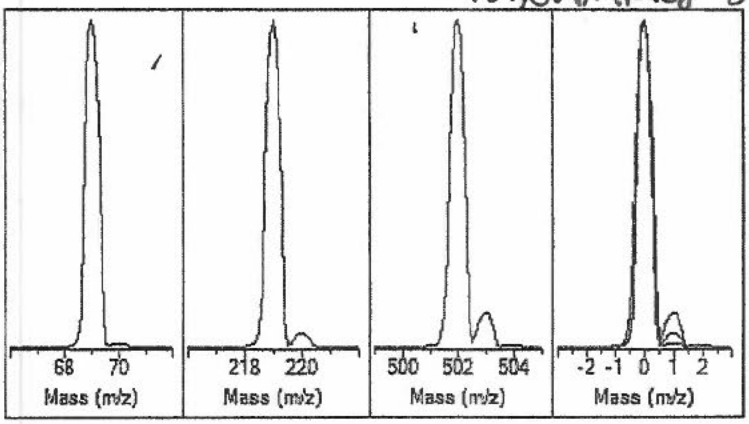
Sign:

Print/Date: PHOEBE MWASHIGADI SEP 0 7 2023

Autotune - 5977

8/27/2023 12:58:33 PM (UTC-5:00) A67

D:\MASSHUNTER\GCMS\1\5977\atune.u TXNAMMSa 082603 US1509M415



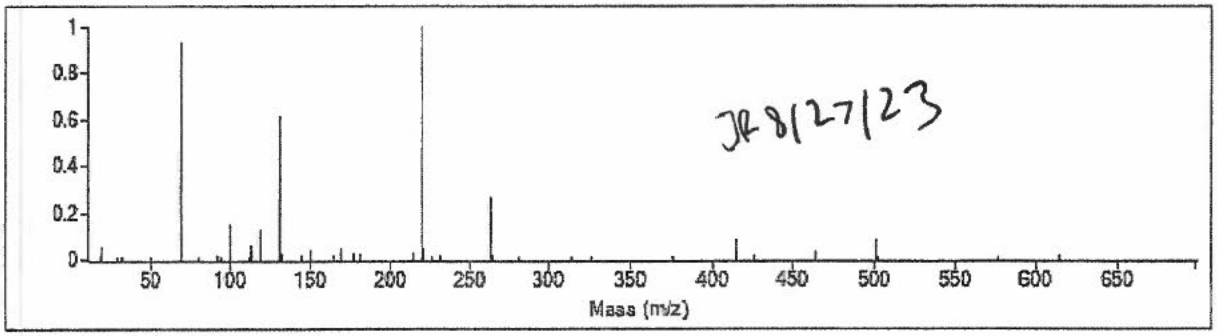
Ion Polarity	Pos	Mass Gain	-767
Emission	34.6	Mass Offset	-32
Electron Energy	70.0	Amu Gain	956
Filament	2	Amu Offset	125.19
Repeller	22.55	Width219	-0.019
Ion Focus	90.3	DC Polarity	Pos
Entrance Lens	30.3	HED Enable	On
Ent Lens Offset	9.45	EM Volts	2582.5
Ion Body	0.00	Extractor Lens	0.00
		Scan Speed	3
		Averages	3
PFTBA	Open	Step Size	0.10

Actual m/z	Abund	Rel Abund	Pw50
69.00	377,804	100.0%	0.60
219.00	414,247	109.6%	0.60
502.00	34,723	9.2%	0.60

Temperatures and Pressures

MS Source	230	Turbo Speed	100.0
MS Quad	150	HI Vac	N/C

Low	High	Step	Speed	Threshold	Peaks	Base	Abundance	Total Ion
10.00	701.00	0.10	3	100	154	219.00	391,872	1,546,867



JR 8/27/23

Target m/z	Actual m/z	Abund	Rel Abund	Iso m/z	Iso Abund	Iso Ratio
69.00	69.00	365,312	93.2%	70.00	4,201	1.1%
219.00	219.00	391,872	100.0%	220.00	16,832	4.3%
502.00	502.00	32,064	8.2%	503.00	3,302	10.3%

Air/Water Check: H20 ~6.0% N2 ~0.8% O2 ~0.4% CO2 ~0.1% N2/H20 ~14.1%

Column(1) Flow: 1.65 Column(2): 0.00 ml/min Interface Temp: 280

JS 8.27.23

Ramp Criteria:

Ion Focus maximum 90 volts using ion 502; Electron Multiplier Gain 76910.961

Repeller maximum 35 volts using ion 219; Gain Factor 0.7691

Mass Gain Values(Scan Speed): -762(3) -758(2) -742(1) -726(0) -673(FS1) -673(FS2)

TARGET MASS:	50	69	131	219	414	502	1050
Amu Offset	125.2	125.2	125.2	125.2	125.2	125.2	125.2
Entrance Lens Offset	9.5	9.5	9.5	9.5	9.5	9.5	9.5

Quest Diagnostics

Confirmation Certification Checklist

By signing below, I certify I have reviewed the following documents for confirmation batch ID TXMAMS2 0826013.

CONFIRMATION REVIEW

- Calibrator(s)/Controls (Open and QA) acceptable
- Control Range Sheet
  - Verified Lot #
  - Controls within range
- Confirmation Data (chromatograms) including Original Data Packet when applicable
- Autotune acceptable, record batch ID. (if applicable)
- Worklist documentation
- Initial Certifying Scientist Batch Summary Report (if applicable)
- Final Certifying Scientist Batch Summary Report
- Sequence Table (Seq verification and Solvent verification)
- Internal Standard Abundance Criteria worksheet when applicable
- D/L Calculation worksheet when applicable -verify version
- Corrective Action(s) (if applicable)
- Certification Summary Report
- Solvent Lot Tracking Sheet (if applicable)
- Retention Time/ Ion Ratio Check Sheet (if applicable)
- Retention Order Check Sheet (if applicable)

CHAIN OF CUSTODY REVIEW

- Internal aliquot chain of custody (worklist)
- Internal bottle chain of custody, record batch ID. (pull list)

Interpreted by (Name/Date/Signature): TRYSTAN AMBROSI AUG 3 0 2023

Certification completed and batch released by: MAHONEY AUGUSTINE AUG 3 0 2023
Certifying Scientist (Name/Date/Signature)

Confirmation Re-Certification

By signing below, I certify I have reviewed the documents listed above and the confirmation data (chromatogram) for sample(s) of interest.

Certifying Scientist: Name/Date/Signature

Certifying Scientist: Name/Date/Signature

Certifying Scientist: Name/Date/Signature

Certifying Scientist: Name/Date/Signature

Non Instrument worklistWORKLIST: TXNAMMS2 Load: 0826013 08/30/2023 04:34:18 PM

Open QC OK
Blind QC OK

Reviewed and Verified by MAHONEY AUGUSTINE Date: AUG 30 2023

CUP	ACCESSION	PART-ID	INST-ID					
1	*CAL			QAMP = (250) QMAMP = (250)				QC ID = CAL
2	*40%			QAMP = (111.76) QMAMP = (114.37)				QC ID = 40%
3	*125% NRC			QAMP = (609.76) QMAMP = (678.26)				QC ID = 125% NRC
4	*NEG			QAMP = (0) QMAMP = (0)				QC ID = NEG
5	D862355	[redacted]		AMPM=POSITIVE: METAM=NEGATIVE: A500= DNR:				
				AMP	6409	250		
				MAMP	0	250	# 2nd A	
6	D893071	[redacted]		AMP= DNR: AMPM=POSITIVE: METAM=POSITIVE:				
				AMP	1612	500		
				MAMP	>10000	500	# Tetw	
7	D887232	[redacted]		AMPM=POSITIVE: METAM=NEGATIVE: A500= DNR:				
				AMP	9882	250		
				MAMP	0	250		
8	D887727	[redacted]		AMP= DNR: AMPM=POSITIVE: METAM=NEGATIVE:				
				AMP	5379	500		
				MAMP	0	500		
9	D894691	[redacted]		AMP= DNR: AMPM=POSITIVE: METAM=NEGATIVE:				
				AMP	2734	500		
				MAMP	0	500		
10	D894038	541947992		AMP= DNR: AMPM=POSITIVE: METAM=POSITIVE:				
				AMP	2069	500		
				MAMP	531	500	DV	
11	D891050	[redacted]		AMP= DNR: AMPM=POSITIVE: METAM=NEGATIVE:				
				AMP	503	500		
				MAMP	391	500		
12	D891986	[redacted]		AMP= DNR: AMPM=POSITIVE: METAM=NEGATIVE:				
				AMP	3976	500		
				MAMP	0	500		
13	D894209	[redacted]		AMPM=POSITIVE: METAM=NEGATIVE: A500= DNR:				
				AMP	388	250		
				MAMP	0	250		
14	D893117	[redacted]		AMP=NEGATIVE: AMPM= DNR: METAM= DNR:				
				AMP	88	500		
				MAMP	1492	500		
15	D893315	[redacted]		AMP= DNR: AMPM=POSITIVE: METAM=POSITIVE:				
				AMP	1965	500		
				MAMP	>10000	500		
16	D893376	[redacted]						

Non Instrument worklistWORKLIST: TXNAMMS2 Load: 0826013 08/30/2023 04:34:18 PM

Open QC OK
Blind QC OK

CUP	ACCESSION	PART-ID	INST-ID	
				AMP=NEGATIVE: AMPM= DNR: METAM= DNR:
				AMP / 0 500
				MAMP 0 500
17	D894007	[redacted]		AMP= DNR: AMPM=POSITIVE: METAM=NEGATIVE:
				AMP >10000 500
				MAMP 0 500
18	D893530	[redacted]		AMP= DNR: AMPM=POSITIVE: METAM=NEGATIVE:
				AMP 1236 500
				MAMP 0 500
19	D894039	[redacted]		AMPM=POSITIVE: METAM=NEGATIVE: A500= DNR:
				AMP 1045 250
				MAMP 0 250
20	D894839	[redacted]		AMPM=POSITIVE: METAM=NEGATIVE: A500= DNR:
				AMP 4518 250
				MAMP 0 250
21	D894616	[redacted]		AMP= DNR: AMPM=POSITIVE: METAM=NEGATIVE:
				AMP 2934 500
				MAMP 0 500
22	D894868	[redacted]		AMP= DNR: AMPM=POSITIVE: METAM=NEGATIVE:
				AMP 1546 500
				MAMP 0 500
23	D895772	[redacted]		AMP= DNR: AMPM=POSITIVE: METAM=NEGATIVE:
				AMP 1905 500
				MAMP 0 500
24	D895865	[redacted]		AMPM=POSITIVE: METAM=NEGATIVE: A500= DNR:
				AMP 2998 250
				MAMP 0 250
25	D896204	[redacted]		AMP= DNR: AMPM=POSITIVE: METAM=NEGATIVE:
				AMP >10000 500
				MAMP 0 500
26	D895979	[redacted]		AMP= DNR: AMPM=POSITIVE: METAM=NEGATIVE:
				AMP 5148 500
				MAMP 0 500
27	D896961	[redacted]		AMPM=POSITIVE: METAM=NEGATIVE: A500= DNR:
				AMP 1174 250
				MAMP 0 250
28	D895731	[redacted]		AMP= DNR: AMPM=POSITIVE: METAM=NEGATIVE:
				AMP 997 500
				MAMP 0 500
29	D896548	[redacted]		AMPM=POSITIVE: METAM=NEGATIVE: A500= DNR:
				AMP 1762 250
				MAMP 0 250
30	D895813	[redacted]		

Non Instrument worklistWORKLIST: TXNAMMS2 Load: 0826013 08/30/2023 04:34:18 PM PAGE

Open QC OK
Blind QC OK

CUP	ACCESSION	PART-ID	INST-ID		
				AMP= DNR: AMPM=POSITIVE: METAM=POSITIVE:	
				AMP 2865 500	
				MAMP >10000 500	
31	D896079	[redacted]		AMPM=POSITIVE: METAM=NEGATIVE: A500= DNR:	
				AMP >10000 250	
				MAMP 0 250	
32	D897576	[redacted]		AMPM= DNR: METAM= DNR: A500=NEGATIVE:	
				AMP 0 250	
				MAMP 0 250	
33	D880825	[redacted]		AMP= DNR: AMPM=POSITIVE: METAM=NEGATIVE:	
				AMP 6715 500	
				MAMP 0 500	
34 *	D898480	[redacted]		AMP=NEGATIVE: AMPM= DNR: METAM= DNR:	QA BLIND ID=NEGATIVE
				AMP 0 No Cutoff Found for %NNAMP	
				MAMP 0 No Cutoff Found for %NNAMP	
35	D880652	[redacted]		AMP= DNR: AMPM=POSITIVE: METAM=NEGATIVE:	
				AMP 6943 500	
				MAMP 0 500	
36	D881132	[redacted]		AMP= DNR: AMPM=NEGATIVE: METAM=POSITIVE:	
				AMP 251 500	
				MAMP 725 500	
37	D881514	[redacted]		AMPM=POSITIVE: METAM=NEGATIVE: A500= DNR:	
				AMP >10000 250	
				MAMP 0 250	
38	D896873	[redacted]		AMP= DNR: AMPM=POSITIVE: METAM=POSITIVE:	
				AMP 5455 500	
				MAMP >10000 500	
39	D897061	[redacted]		AMPM= DNR: METAM= DNR: A500=NEGATIVE:	
				AMP 0 250	
				MAMP 0 250	
40	*125%			QAMP = (330.15) QMAMP = (350.71)	QC ID = 125%

Batch Summary Report

Quest

Batch Dir: TXNAMMS20826013

Acquisition Date: 27 Aug 2023 08:32 pm

Instrument Name: A67

Drug Class: Amphetamine

Operator:

Batch Name: TXNAMMS20826013

Original Method File: D:\MassHunter\GCMS\1\data\TXNAMMS20826013\AMPSINGLECAL.M

Ion Ratio Range: +/-20%

Original Data Path: D:\MassHunter\GCMS\1\data\TXNAMMS20826013

Retention Time Range: +/-2%

Cutoff File Information								Quantitation Database	
Compound Name	Cutoff Conc.	File Name	Calc. Conc.	Sample Name	RT	Ratio 1	Ratio 2	ISTD Ratio1	ISTD Ratio 2

Run No	Compound Name	Result	File Name	Calc. Conc.	Sample Name	RT	Target Ratio 1	Target Ratio 2	ISTD Ratio1	ISTD Ratio 2
1	Amp	Detected	001SP0004.D	600.27	UNX	2.74	83.93	38.68	77.39	
1	Methamp	Detected		659.47		3.56	27.91	24.14	26.09	
2	Amp	Calibrator	002CA0002.D	250	CAL	2.74	81.53	38.14	77.94	
2	Methamp	Calibrator		250		3.56	27.95	24.48	26.00	
3	Amp	Calibrator	002CA0002.D	250	CAL	2.74	81.53	38.14	77.94	
3	Methamp	Calibrator		250		3.56	27.95	24.48	26.00	
4	Amp	Detected	003SP0003.D	111.76	40% CTRL	2.74	82.55	37.79	74.78	
4	Methamp	Detected		114.37		3.56	28.07	23.90	26.00	
5	Amp	Detected	004SP0004.D	609.76	NRC 125% CTRL	2.74	83.63	38.21	76.09	
5	Methamp	Detected		678.26		3.56	27.90	23.76	26.20	
6	Amp	Negative	005SP0005.D	1.17	NEG INT CTRL	2.68	166.30	828.26	75.51	
6	Methamp	Detected		0.81		3.56	27.52	28.44	26.42	
7	Amp	Detected	006SP0006.D	6409.81	D862355	2.75	83.21	37.10	75.48	
7	Methamp	Negative		4.47		3.56	29.08	74.05	26.07	
8	Amp	Detected	007SP0007.D	1612.62	D893071	2.74	83.59	38.03	75.68	
8	Methamp	Too high		14023.64		3.56	28.39	23.43	26.66	
9	Amp	Blank	008BL0146.D	497.5	(DQ) Blank Injection	2.76	0.00	400.00	100.00	
9	Methamp	Blank		0		0.00	0.00	0.00	100.00	
10	Amp	Detected	009SP0008.D	9882.27	D887232	2.75	82.99	37.08	74.22	
10	Methamp	Negative		3.16		3.56	29.52	137.78	26.83	
11	Amp	Detected	010SP0009.D	5379.89	D887727	2.75	83.66	37.29	75.28	
11	Methamp	Negative		2.45		3.56	29.08	104.25	26.32	
12	Amp	Detected	011SP0010.D	2734.03	D894691	2.74	83.91	38.09	75.35	
12	Methamp	Negative		1.54		3.56	25.58	95.93	26.16	
13	Amp	Detected	012SP0011.D	2069.33	D894038	2.74	84.18	38.20	77.39	
13	Methamp	Detected		531.81		3.56	28.09	23.95	26.53	
14	Amp	Detected	013SP0012.D	503.81	D891050	2.74	84.70	38.40	76.25	

Date of Printing: 08-28-2023

14	Methamp	Detected		391.92		3.56	28.13	23.86	26.46
15	Amp	Detected	014SP0013.D	3976.85	D891986	2.74	83.72	37.78	75.12
15	Methamp	Negative		1.48		3.55	27.32	113.17	26.63
16	Amp	Detected	015SP0014.D	388.86	D894209	2.74	82.60	37.90	75.94
16	Methamp	Negative		0.73		3.56	25.23	0.00	26.56
17	Amp	Detected	016SP0015.D	88.01	D893117	2.74	84.40	37.79	75.81
17	Methamp	Detected		1492.65		3.56	27.96	23.67	26.41
18	Amp	Detected	017SP0016.D	1965.11	D893315	2.74	84.45	38.34	76.70
18	Methamp	Too high		25593.07		3.57	29.21	23.73	26.67
19	Amp	Blank	018BL0146.D	248.75	(DQ) Blank injection	2.72	400.00	300.00	0.00
19	Methamp	Blank		0		0.00	0.00	0.00	0.00
20	Amp	Negative	019SP0017.D	0.44	D893376	2.74	0.00	0.00	75.98
20	Methamp	Negative		2.08		3.56	22.22	23.96	26.48
21	Amp	Too high	020SP0018.D	12764.61	D894007	2.75	82.90	36.71	75.92
21	Methamp	Negative		2.42		3.56	25.53	191.91	26.36
22	Amp	Blank	021BL0146.D	2985.05	(DQ) Blank injection	2.74	66.67	66.67	0.00
22	Methamp	Blank		0		0.00	0.00	0.00	0.00
23	Amp	Detected	022SP0019.D	1236.41	D893530	2.74	83.74	38.03	76.33
23	Methamp	Negative		0.9		3.56	28.03	0.00	26.14
24	Amp	Detected	023SP0020.D	1045.41	D894039	2.74	83.59	37.79	74.85
24	Methamp	Negative		0.77		3.56	0.00	177.78	26.50
25	Amp	Detected	024SP0021.D	4518.05	D894839	2.74	83.51	37.73	73.94
25	Methamp	Negative		1.15		3.56	28.48	0.00	26.30
26	Amp	Detected	025SP0022.D	2934.03	D894616	2.74	83.67	38.07	77.49
26	Methamp	Negative		1.4		3.56	28.91	94.31	26.29
27	Amp	Detected	026SP0023.D	1546.24	D894868	2.74	83.76	38.26	78.12
27	Methamp	Negative		1.23		3.56	29.88	100.61	26.41
28	Amp	Detected	027SP0024.D	1905.82	D895772	2.74	83.68	38.20	76.30
28	Methamp	Negative		1.53		3.56	28.70	69.91	26.42
29	Amp	Detected	028SP0025.D	2998.8	D895865	2.74	83.83	38.17	75.81
29	Methamp	Negative		1.32		3.56	28.06	88.78	26.34
30	Amp	Too high	029SP0026.D	10780.47	D896204	2.75	82.60	36.66	74.54
30	Methamp	Negative		1.94		3.56	29.62	211.50	26.34
31	Amp	Blank	030BL0146.D	3482.56	(DQ) Blank injection	2.74	142.86	85.71	400.00
31	Methamp	Blank		0		0.00	0.00	0.00	400.00
32	Amp	Detected	031SP0027.D	5148.62	D895979	2.74	83.06	37.55	74.32
32	Methamp	Negative		4.29		3.56	28.37	61.22	26.43
33	Amp	Detected	032SP0028.D	1174.29	D896961	2.74	83.79	38.45	75.70
33	Methamp	Negative		0.84		3.56	29.55	0.00	26.54
34	Amp	Detected	033SP0029.D	997.62	D895731	2.74	84.40	38.54	78.07
34	Methamp	Negative		1.01		3.56	29.17	0.00	26.30
35	Amp	Detected	034SP0030.D	1762.8	D896548	2.74	83.56	38.29	78.11
35	Methamp	Negative		1.34		3.56	30.22	82.97	26.34
36	Amp	Detected	035SP0031.D	2865.22	D895813	2.74	84.07	38.15	76.77
36	Methamp	Too high		11496.62		3.57	28.42	23.43	27.27
37	Amp	Blank	036BL0146.D	1492.52	(DQ) Blank injection	2.74	366.67	66.67	200.00
37	Methamp	Blank		0		0.00	0.00	0.00	200.00
38	Amp	Too high	037SP0032.D	12315.16	D896079	2.75	82.61	36.56	75.18

38	Methamp	Negative		2		3.56	29.97	178.59	26.84
39	Amp	Blank	038BL0146.D	7960.14	(DQ) Blank injection	2.74	81.25	81.25	100.00
39	Methamp	Blank		0		0.00	0.00	0.00	100.00
40	Amp	Negative	039SP0033.D	0.26	D897576	2.71	183.33	350.00	75.22
40	Methamp	Negative		0.86		3.56	0.00	21.36	26.49
41	Amp	Detected	040SP0034.D	6715.83	D880825	2.75	83.26	37.54	73.93
41	Methamp	Negative		2.26		3.56	23.96	116.57	26.37
42	Amp	Negative	041SP0035.D	1.22	D898480***	2.74	60.00	19.17	76.56
42	Methamp	Detected		0.69		3.56	27.12	22.88	26.38
43	Amp	Detected	042SP0036.D	6943.5	D880652	2.75	83.28	37.55	74.56
43	Methamp	Negative		2.39		3.56	29.32	125.41	26.40
44	Amp	Detected	043SP0037.D	251.15	D881132	2.74	84.77	38.54	76.11
44	Methamp	Detected		725.1		3.56	28.02	26.36	27.91
45	Amp	Too high	044SP0038.D	21020.37	D881514	2.75	82.69	36.63	74.95
45	Methamp	Negative		10.07		3.56	26.32	79.95	26.38
46	Amp	Blank	045BL0146.D	11691.45	(DQ) Blank injection	2.74	82.98	23.40	50.00
46	Methamp	Blank		0		0.00	0.00	0.00	50.00
47	Amp	Detected	046SP0039.D	5455.36	D896873	2.75	83.35	37.80	74.38
47	Methamp	Too high		39686.71		3.58	29.68	23.83	27.48
48	Amp	Blank	047BL0146.D	331.67	(DQ) Blank injection	2.83	50.00	250.00	66.67
48	Methamp	Blank		0		3.56	30.69	27.72	66.67
49	Amp	Negative	048SP0040.D	12.75	D897061	2.74	0.00	0.00	75.27
49	Methamp	No ISTD		24.94		3.56	25.21	20.57	26.75
50	Amp	Detected	049SP0041.D	330.15	125% CTRL	2.74	83.18	38.40	75.67
50	Methamp	Detected		350.71		3.56	27.73	24.03	26.57

End of Batch

Date of Printing: 08-28-2023

Quest Diagnostics

TXNAMMS2

Batch ID 082603

AMPHETAMINE / METHAMPHETAMINE

	Cutoff	LOD LOQ	ULL	80% of LOQ	On-Column Target*	40% Control	NRC 125% Control	125% Control
AMP	250	25	10000	20	100	87.42-131.14	496.60-744.91	269.47-404.21
MAMP	250	25	10000	20	100	90.35-135.53	535.16-802.75	277.40-416.11

**Regulated Only*

Lot Numbers

I.S.	A060923S ✓
Cal 1	A012623C ✓
40%	23025196 ✓
NRC 125	22105151 ✓
Neg**	I040623 ✓
125%	21065897 ✓

JM 09/24/23

***Interference Control*

2 ml acceptable dilutions

Dilution	Sample (µL)	Negative (µL)
NEAT	2000	0
2	1000	1000
4	500	1500
10	200	1800
20	100	1900
40	50	1950
100	20	1980

Serial Dilutions

200	1:2 then 1:100
400	1:10 then 1:40

Dilution Protocol

QTN	NEAT
Insurance	1:2

Agilent Autotune Ranges

219 abundance: **>40%**

502 abundance: **>2.4%**

70 isotope: **0.5 - 1.6%**

220 isotope: **3.2 - 5.4%**

503 isotope: **7.9 - 12.3%**

water(18): <20 Air(28):<10

EMVolts <3000

Peak Width Pw50: 0.5 - 0.7 amu

Batch # TXNAMMS2 0826013

Calibrator I.S. Areas	45534	<--- Enter Cal I.S. Area here
2nd (if Necessary)	84209	<--- If it is a Multi-drug

	LOW		HIGH
1st Drug	22,767	to	91,067
2nd Drug	42,105	to	168,417

10% (1st drug)	4553	> or = to this area
10% (2nd drug)	8421	> or = to this area
50% (1st drug)	22,767	> or = to this area
50% (2nd drug)	42,105	> or = to this area
200% (1st drug)	91,068	< this area
200% (2nd drug)	168,418	< this area

Version 4.0

PRE-RUN BATCH FILE SUMMARY A67

Post-Batch Name : D:\MassHunter\GCMS\1\sequence\TXNAMMS20826013.sequence.xml
Original Data Path : D:\MassHunter\GCMS\1\data\
Last Modified on : 27 Aug 23 6:18 pm

Method: AMPSINGLECAL.M; Intelligent Sequencing: On First Blank: 146

Line	SampleType	Vial	Sample Name	Multiplier
1)	AMPSINGLECAL			
2)	AMPSINGLECAL			
3)	Specimen	4	UNX	1.000
4)	Cal	2	CAL	1.000
5)	AMPSINGLECAL			
6)	Specimen	3	40% CTRL	1.000
7)	Specimen	4	NRC 125% CTRL	1.000
8)	Specimen	5	NEG INT CTRL	1.000
9)	Specimen	6	D862355	1.000
10)	Specimen	7	D893071	1.000
11)	Specimen	8	D887232	1.000
12)	Specimen	9	D887727	1.000
13)	Specimen	10	D894691	1.000
14)	Specimen	11	D894038	1.000
15)	Specimen	12	D891050	1.000
16)	Specimen	13	D891986	1.000
17)	Specimen	14	D894209	1.000
18)	Specimen	15	D893117	1.000
19)	Specimen	16	D893315	1.000
20)	Specimen	17	D893376	1.000
21)	Specimen	18	D894007	1.000
22)	Specimen	19	D893530	1.000
23)	Specimen	20	D894039	1.000
24)	Specimen	21	D894839	1.000
25)	Specimen	22	D894616	1.000
26)	Specimen	23	D894868	1.000
27)	Specimen	24	D895772	1.000
28)	Specimen	25	D895865	1.000
29)	Specimen	26	D896204	1.000
30)	Specimen	27	D895979	1.000
31)	Specimen	28	D896961	1.000
32)	Specimen	29	D895731	1.000
33)	Specimen	30	D896548	1.000
34)	Specimen	31	D895813	1.000
35)	Specimen	32	D896079	1.000
36)	Specimen	33	D897576	1.000
37)	Specimen	34	D880825	1.000
38)	Specimen	35	D898480***	1.000
39)	Specimen	36	D880652	1.000
40)	Specimen	37	D881132	1.000
41)	Specimen	38	D881514	1.000
42)	Specimen	39	D896873	1.000
43)	Specimen	40	D897061	1.000
44)	Specimen	41	125% CTRL	1.000

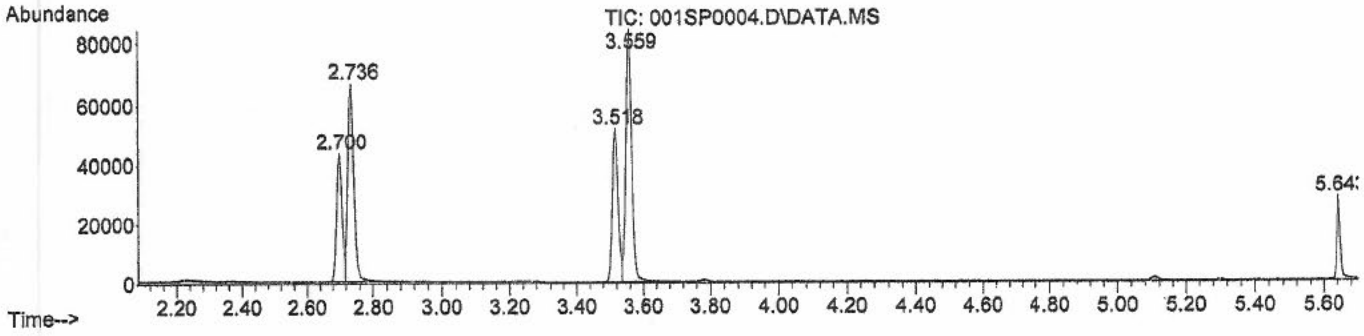
	Initials	Name	Date
Sequence Built/Vials Verified	JR	JACK RICHARDSON	AUG 27 2023
Pre-injection Sequence-Vials Verified By:	ES	ES emily solano	8-27-23
Post-injection Sequence-Vials Verified By:	JB	JAEBRIELLE BRYANT	AUG 28 2023

QUANTITATION REPORT FOR Amp ON : Quest/A67

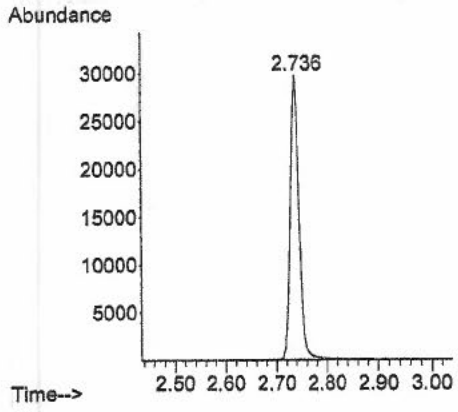
Data File : ..r\GCMS\1\data\TXNAMMS20826013\001SP0004.D
Operator :
Tune File Name : D:\MassHunter\GCMS\1\5977\atune.u
Tune Date : 27 Aug 2023 12:58 pm Mult : 1
Acq Method Name : D:\Ma...GCMS\1\methods\AMPSINGLECAL.M
Calibration date : 27 Aug 2023 2:56 am
Acquisition date : 27 Aug 2023 08:32 pm
Sample Name : UNX
Misc Info :
Vial Number : 4

Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
Amp D11						
	194.0	2.700	2.641- 2.749	29487		13745- 54980
	128.1			22819	77.4	60.6- 90.8
Amp						
	189.9	2.736	2.677- 2.786	36266		
	118.0			30437	83.9	65.9- 98.9
	91.0			14026	38.7	30.4- 45.6

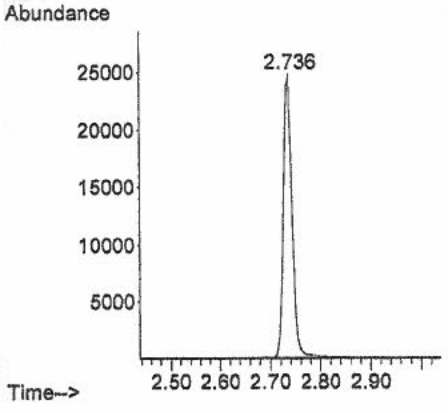
Concentration: 600.27 ng/mL



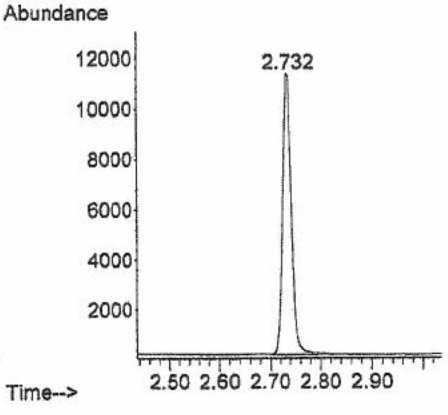
Tgt m/z 189.9(Target)



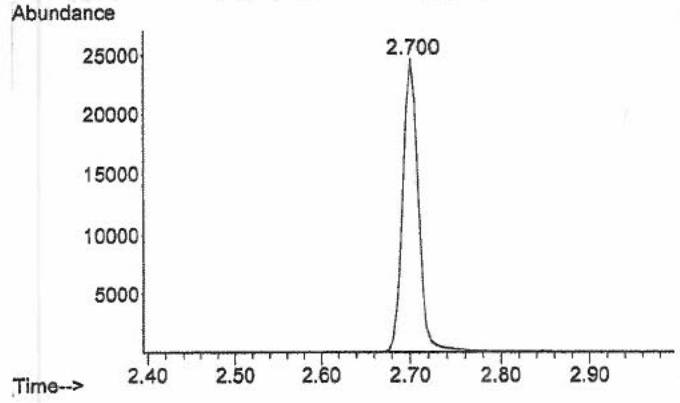
Q1 m/z 118.0



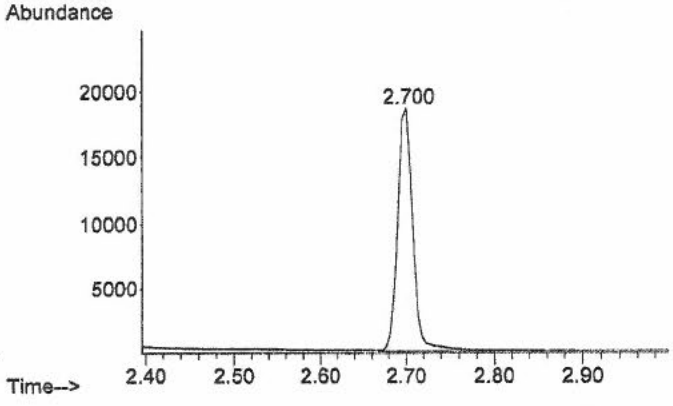
Q2 m/z 91.0



Tgt m/z 194.0(IntStd)



Q1 m/z 128.1



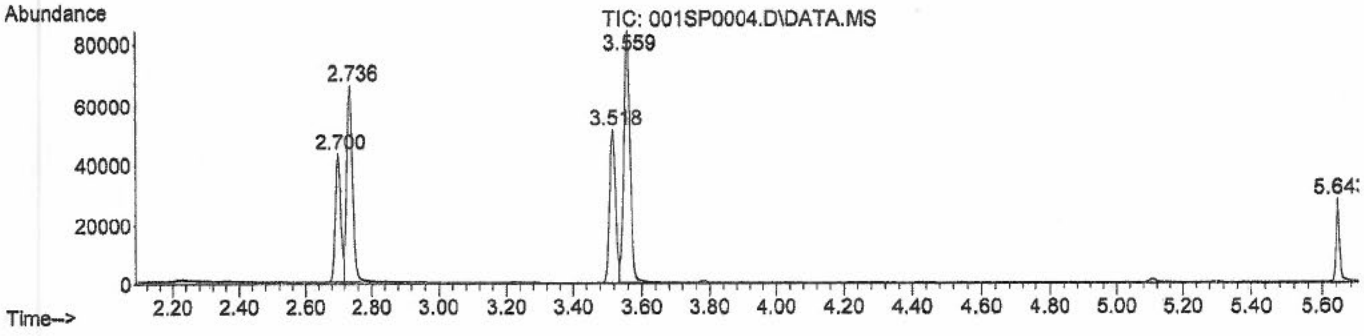
Printed on : 27 Aug 2023 8:39 pm

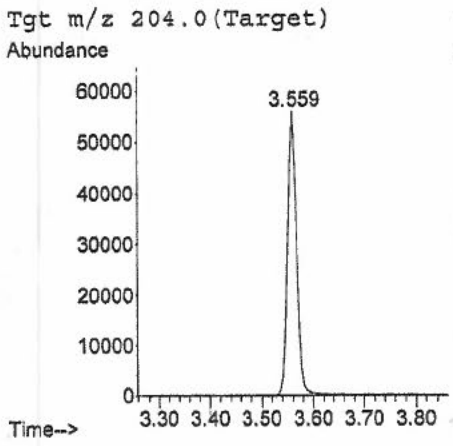
QUANTITATION REPORT FOR Methamp ON : Quest/A67

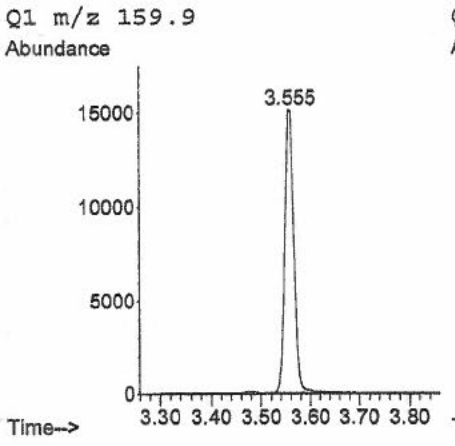
Data File : ..r\GCMS\1\data\TXNAMMS20826013\001SP0004.D
Operator :
Tune File Name : D:\MassHunter\GCMS\1\5977\atune.u
Tune Date : 27 Aug 2023 12:58 pm Mult : 1
Acq Method Name : D:\Ma...GCMS\1\methods\AMPSINGLECAL.M
Calibration date : 27 Aug 2023 2:56 am
Acquisition date : 27 Aug 2023 08:32 pm
Sample Name : UNX
Misc Info :
Vial Number : 4

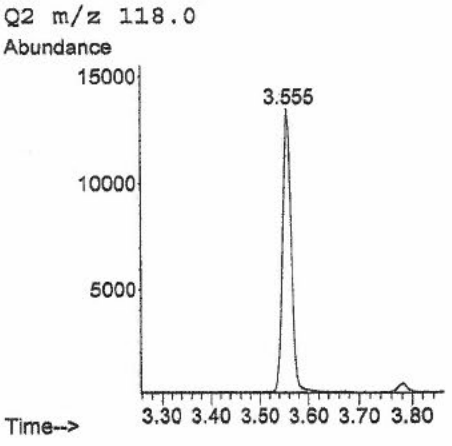
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
Methamp D11						
	210.0	3.518	3.443- 3.584	52242		24744- 98974
	163.0			13628	26.1	20.9- 31.3
Methamp						
	204.0	3.559	3.484- 3.626	68895		
	159.9			19228	27.9	22.2- 33.2
	118.0			16631	24.1	19.1- 28.7

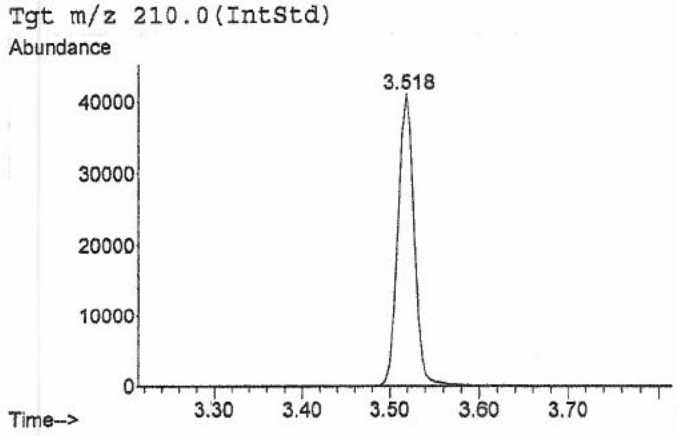
Concentration: 659.47 ng/mL

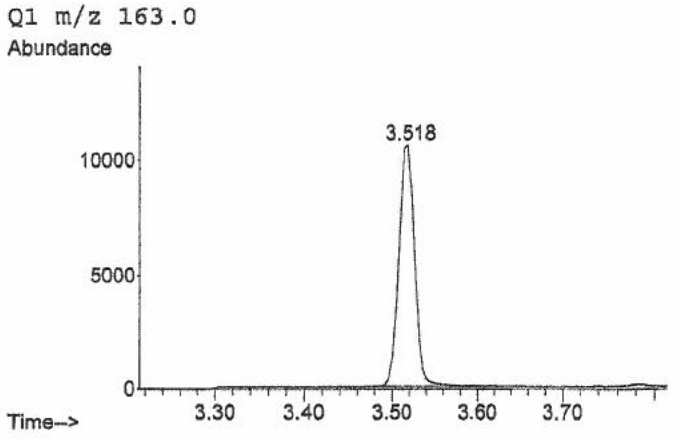












Batch Calibration Sample

File :D:\MassHunter\GCMS\1\data\TXNAMMS20826013\002CA0002.D
Operator :
Acquired : 27 Aug 2023 08:41 pm using AcqMethod AMPSINGLECAL.M
Sample Name: CAL
Misc Info :
Vial Number: 2

AMPHETAMINES IN URINE
Calibration Last Updated: Sun Aug 27 20:48:07 2023

Reference Window: 4.00 Percent
Non-Reference Window: 4.00 Percent
Correlation Window: 0.03 minutes
Default Multiplier: 1.00
Default Sample Concentration: 0.00

Compound Information

---

1) Amp D11 (ISTD TR)

Ret. Time 2.70 min., Extract & Integrate from 2.40 to 3.00 min.

Signal	Rel Resp.	Pct. Unc.(rel)	Integration
Tgt 194.00			*** METH DEFAULT ***
Q1 128.10	77.90	20.0	*** METH DEFAULT ***

Lvl	ID	Conc (ng/mL)	Response
1		500.000	45534

Qualifier Peak Analysis ON ISTD conc: 500.000 ng/mL
Curve Fit: Linear, forced through origin

---

2) Amp ( )

Ret. Time 2.74 min., Extract & Integrate from 2.44 to 3.04 min.

Signal	Rel Resp.	Pct. Unc.(rel)	Integration
Tgt 189.90			*** METH DEFAULT ***
Q1 118.00	81.50	20.0	*** METH DEFAULT ***
Q2 91.00	38.10	20.0	*** METH DEFAULT ***

Lvl	ID	Conc (ng/mL)	Response
1		250.000	22881

Qualifier Peak Analysis ON
Curve Fit: Linear, forced through origin

---

3) Methamp D11 (ISTD TR)

Ret. Time 3.52 min., Extract & Integrate from 3.22 to 3.82 min.

Signal	Rel Resp.	Pct. Unc.(rel)	Integration
Tgt 210.00			*** METH DEFAULT ***
Q1 163.00	26.00	20.0	*** METH DEFAULT ***

Lvl	ID	Conc (ng/mL)	Response
1		500.000	84209

Qualifier Peak Analysis ON ISTD conc: 500.000 ng/mL
Curve Fit: Linear, forced through origin

---

4) Methamp ( )

Ret. Time 3.56 min., Extract & Integrate from 3.26 to 3.86 min.

Signal	Rel Resp.	Pct. Unc.(rel)	Integration
Tgt 204.00			*** METH DEFAULT ***

Q1	159.90	27.90	20.0	*** METH DEFAULT ***
Q2	118.00	24.50	20.0	*** METH DEFAULT ***

Lvl	ID	Conc (ng/mL)	Response
1		250.000	40867

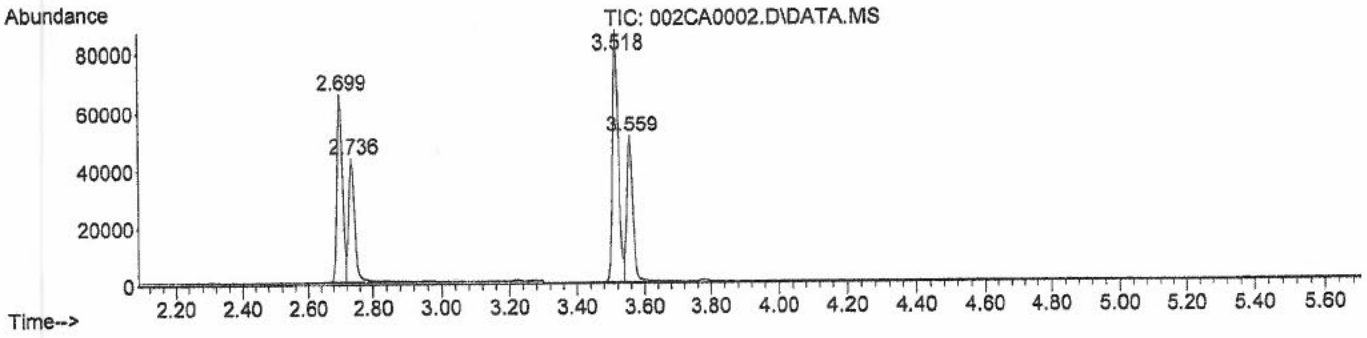
Qualifier Peak Analysis ON
Curve Fit: Linear, forced through origin

QUANTITATION REPORT FOR Amp ON : Quest/A67

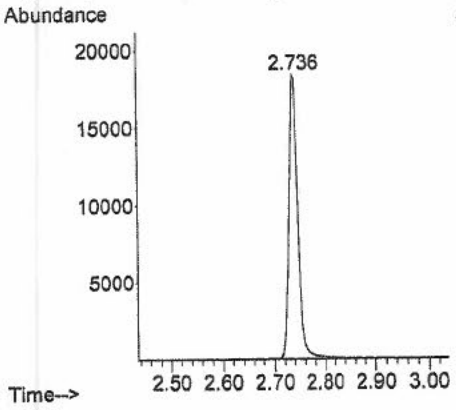
Data File : ..r\GCMS\1\data\TXNAMMS20826013\002CA0002.D
Operator :
Tune File Name : D:\MassHunter\GCMS\1\5977\atune.u
Tune Date : 27 Aug 2023 12:58 pm Mult : 1
Acq Method Name : D:\Ma...GCMS\1\methods\AMPSINGLECAL.M
Calibration date : 27 Aug 2023 8:48 pm
Acquisition date : 27 Aug 2023 08:41 pm
Sample Name : CAL
Misc Info :
Vial Number : 2

Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
Amp D11						
	194.0	2.699	2.645- 2.753	45534		13745- 54980
	128.1			35488	77.9	62.3- 93.5
Amp						
	189.9	2.736	2.681- 2.791	22881		
	118.0			18656	81.5	65.2- 97.8
	91.0			8727	38.1	30.5- 45.7

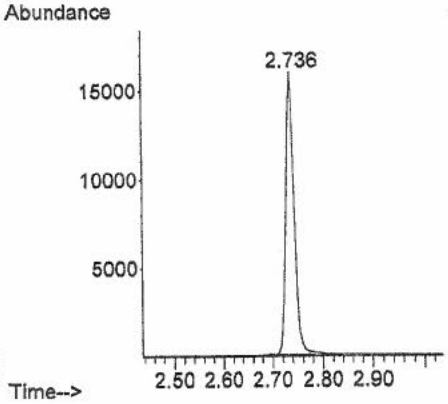
Concentration: 250.00 ng/mL CALIBRATOR



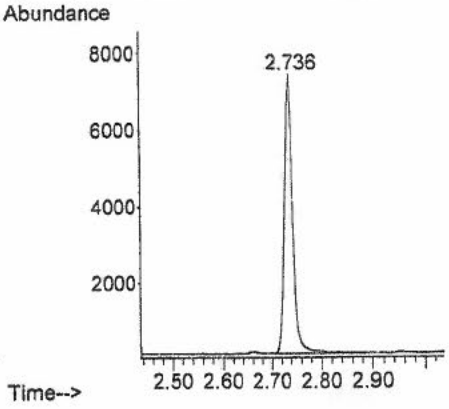
Tgt m/z 189.9(Target)



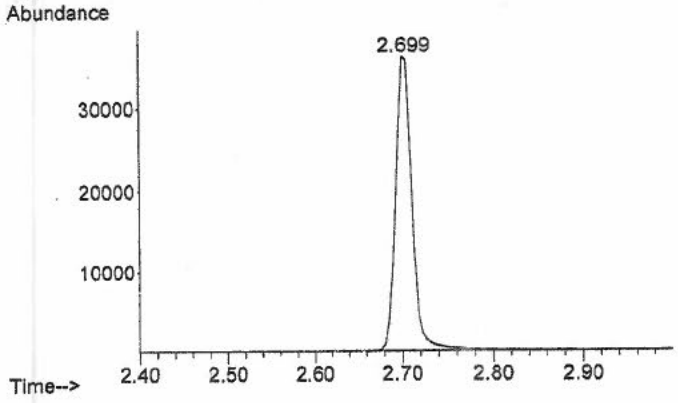
Q1 m/z 118.0



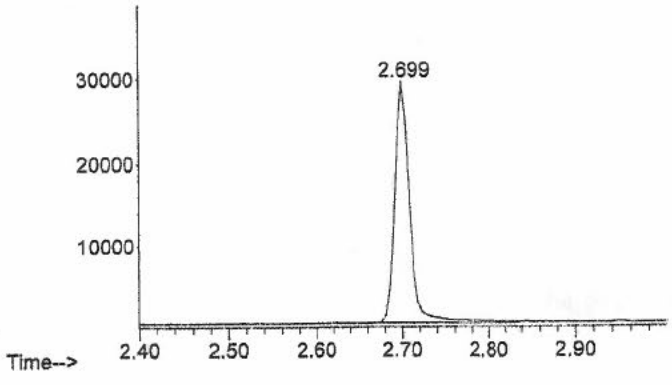
Q2 m/z 91.0



Tgt m/z 194.0(IntStd)



Q1 m/z 128.1



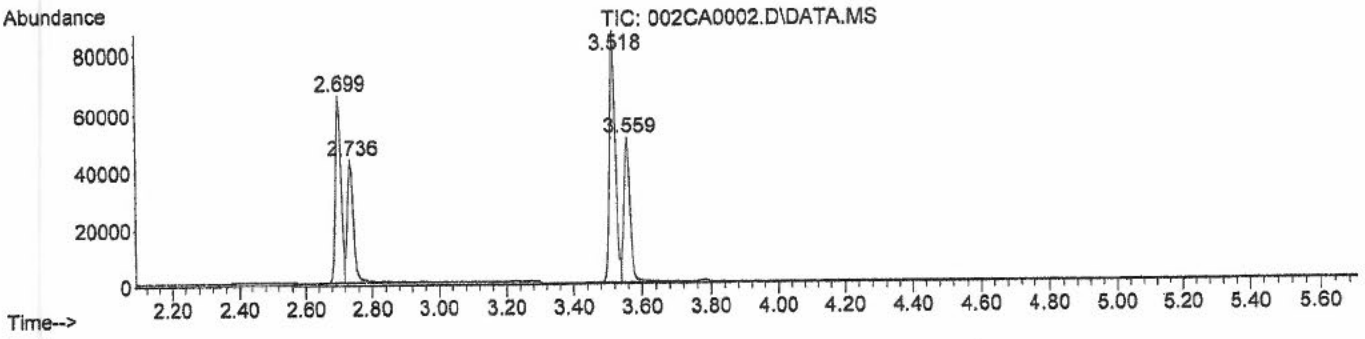
Printed on : 27 Aug 2023 8:48 pm

QUANTITATION REPORT FOR Methamp ON : Quest/A67

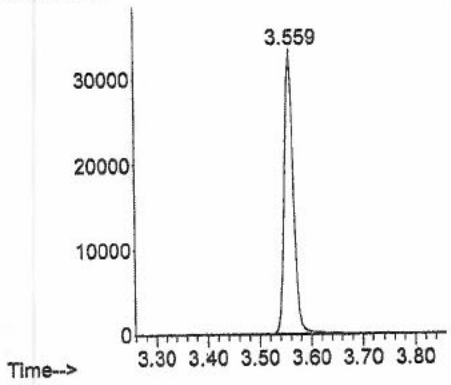
Data File : ..r\GCMS\1\data\TXNAMMS20826013\002CA0002.D
Operator :
Tune File Name : D:\MassHunter\GCMS\1\5977\atune.u
Tune Date : 27 Aug 2023 12:58 pm Mult : 1
Acq Method Name : D:\Ma...GCMS\1\methods\AMPSINGLECAL.M
Calibration date : 27 Aug 2023 8:48 pm
Acquisition date : 27 Aug 2023 08:41 pm
Sample Name : CAL
Misc Info :
Vial Number : 2

Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
Methamp D11						
	210.0	3.518	3.447- 3.588	84209		24744- 98974
	163.0			21894	26.0	20.8- 31.2
Methamp						
	204.0	3.559	3.488- 3.630	40867		
	159.9			11421	27.9	22.3- 33.5
	118.0			10003	24.5	19.6- 29.4

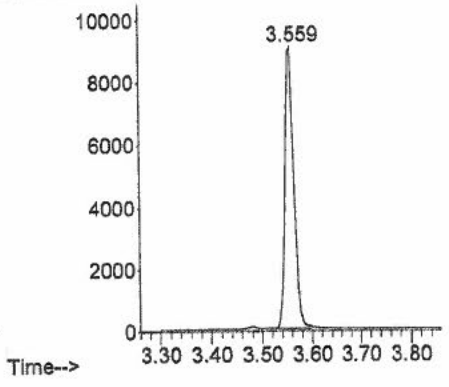
Concentration: 250.00 ng/mL CALIBRATOR



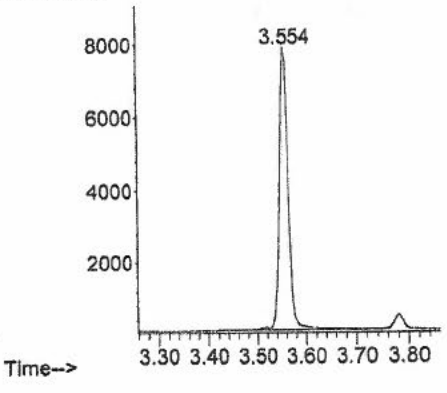
Tgt m/z 204.0(Target)



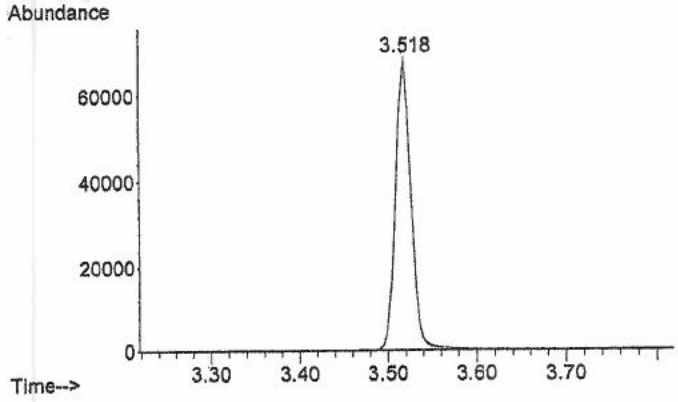
Q1 m/z 159.9



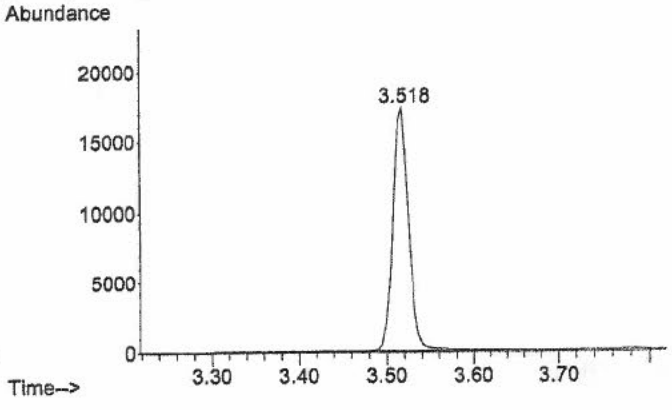
Q2 m/z 118.0



Tgt m/z 210.0(IntStd)



Q1 m/z 163.0



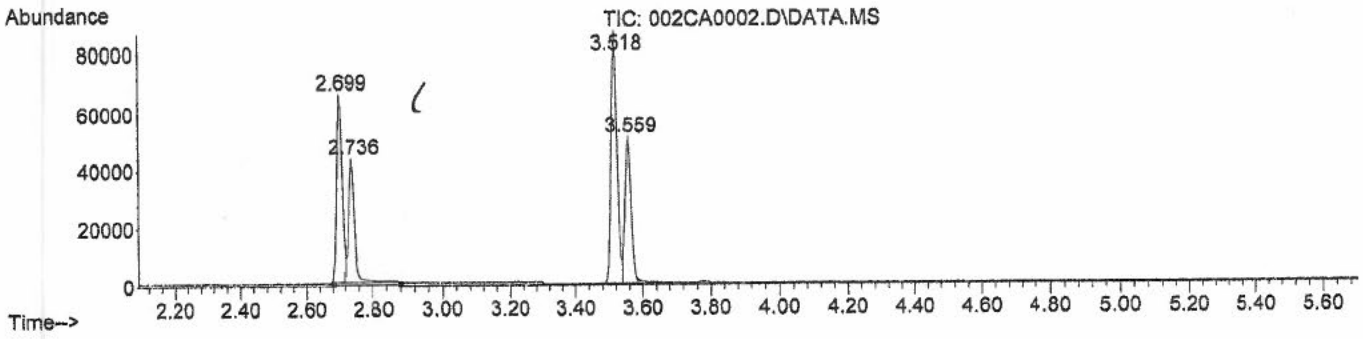
Printed on : 27 Aug 2023 8:48 pm

QUANTITATION REPORT FOR Amp ON : Quest/A67

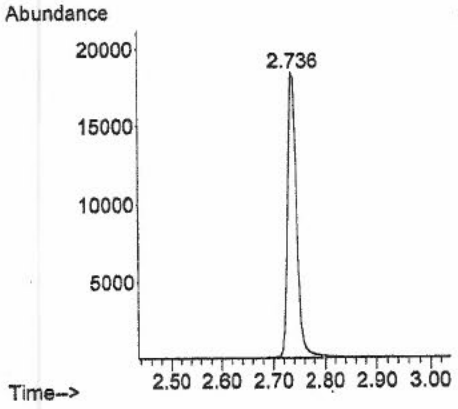
Data File : ..r\GCMS\1\data\TXNAMMS20826013\002CA0002.D
Operator :
Tune File Name : D:\MassHunter\GCMS\1\5977\atune.u
Tune Date : 27 Aug 2023 12:58 pm Mult : 1
Acq Method Name : D:\Ma...GCMS\1\methods\AMPSINGLECAL.M
Calibration date : 27 Aug 2023 8:48 pm
Acquisition date : 27 Aug 2023 08:41 pm
Sample Name : CAL
Misc Info :
Vial Number : 2

Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
Amp D11						
	194.0	2.699	2.645- 2.753	45534		22767- 91068
	128.1			35488	77.9	62.3- 93.5
Amp						
	189.9	2.736	2.681- 2.791	22881		
	118.0			18656	81.5	65.2- 97.8
	91.0			8727	38.1	30.5- 45.7

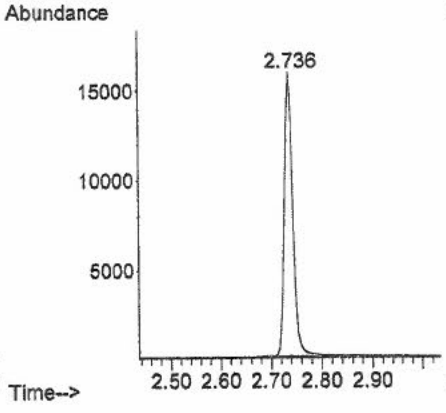
Concentration: 250.00 ng/mL CALIBRATOR



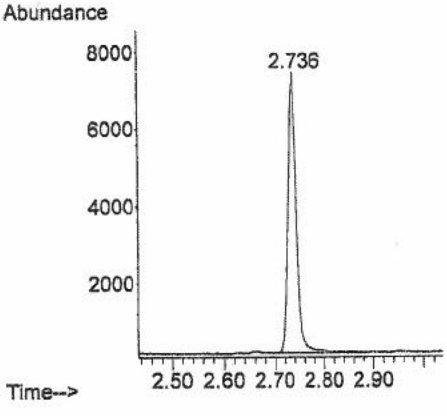
Tgt m/z 189.9(Target)



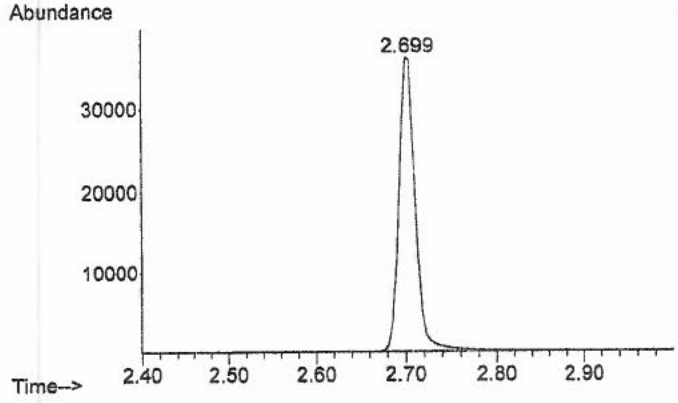
Q1 m/z 118.0



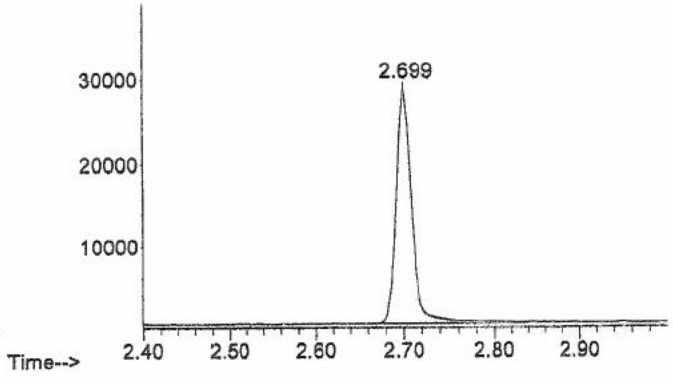
Q2 m/z 91.0



Tgt m/z 194.0(IntStd)



Q1 m/z 128.1



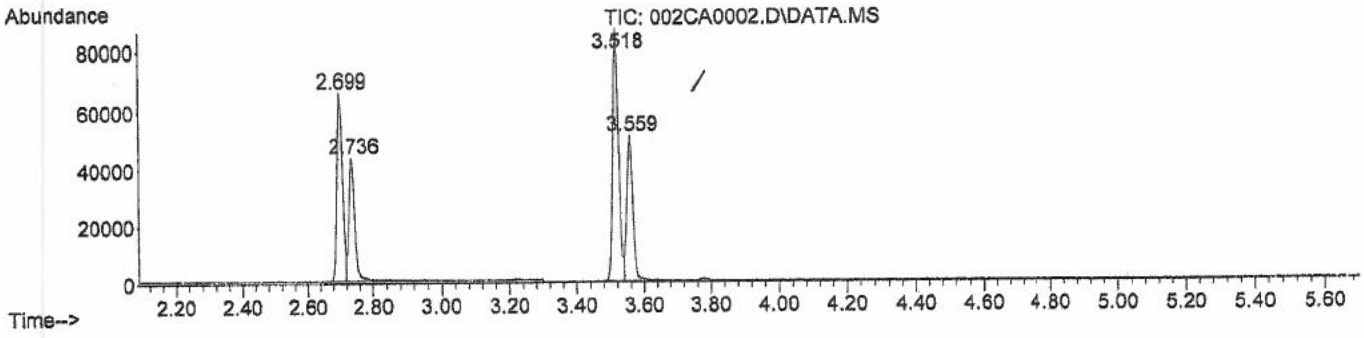
Printed on : 27 Aug 2023 8:48 pm

QUANTITATION REPORT FOR Methamp ON : Quest/A67

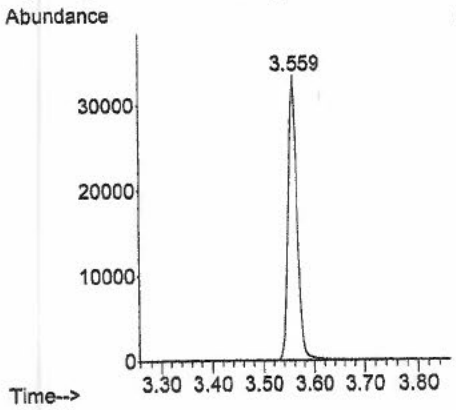
Data File : ..r\GCMS\1\data\TXNAMMS20826013\002CA0002.D
Operator :
Tune File Name : D:\MassHunter\GCMS\1\5977\atune.u
Tune Date : 27 Aug 2023 12:58 pm Mult : 1
Acq Method Name : D:\Ma...GCMS\1\methods\AMPSINGLECAL.M
Calibration date : 27 Aug 2023 8:48 pm
Acquisition date : 27 Aug 2023 08:41 pm
Sample Name : CAL
Misc Info :
Vial Number : 2

Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
Methamp D11						
	210.0	3.518	3.447- 3.588	84209		42105- 168418
	163.0			21894	26.0	20.8- 31.2
Methamp						
	204.0	3.559	3.488- 3.630	40867		
	159.9			11421	27.9	22.3- 33.5
	118.0			10003	24.5	19.6- 29.4

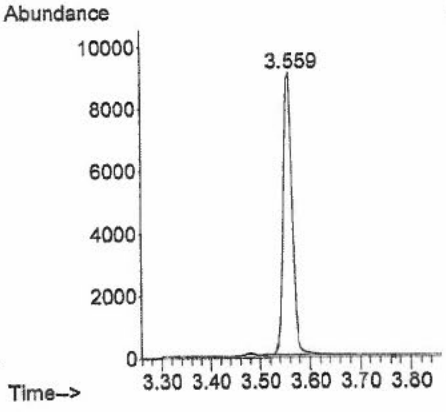
Concentration: 250.00 ng/mL CALIBRATOR



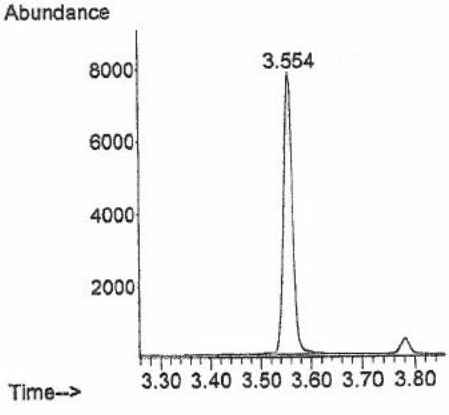
Tgt m/z 204.0(Target)



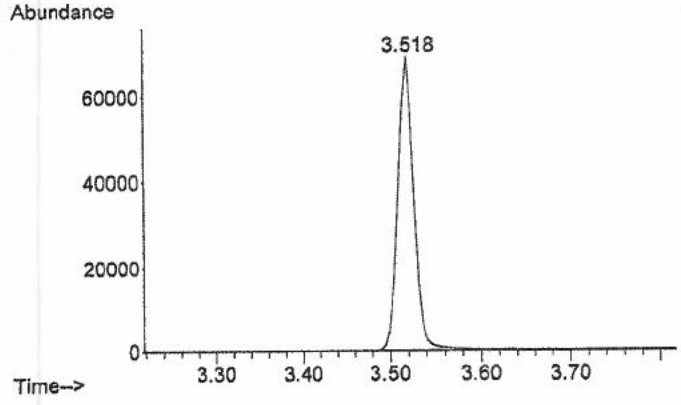
Q1 m/z 159.9



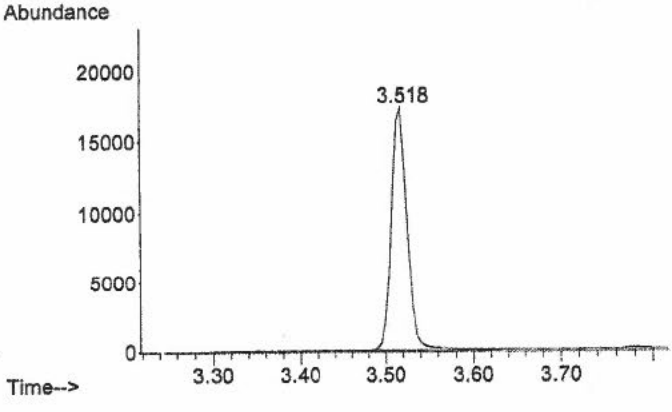
Q2 m/z 118.0



Tgt m/z 210.0(IntStd)



Q1 m/z 163.0



Printed on : 27 Aug 2023 8:48 pm

Calibration Summary Report
AMPHETAMINES IN URINE

Instrument : A67
Acquisition Method: D:\MassHunter\GCMS\1\data\TXNAMMS20826013\AMPSINGLECAL.M
Calib Update Time : Sun Aug 27 20:48:11 2023
Data Path : D:\MassHunter\GCMS\1\data\TXNAMMS20826013\

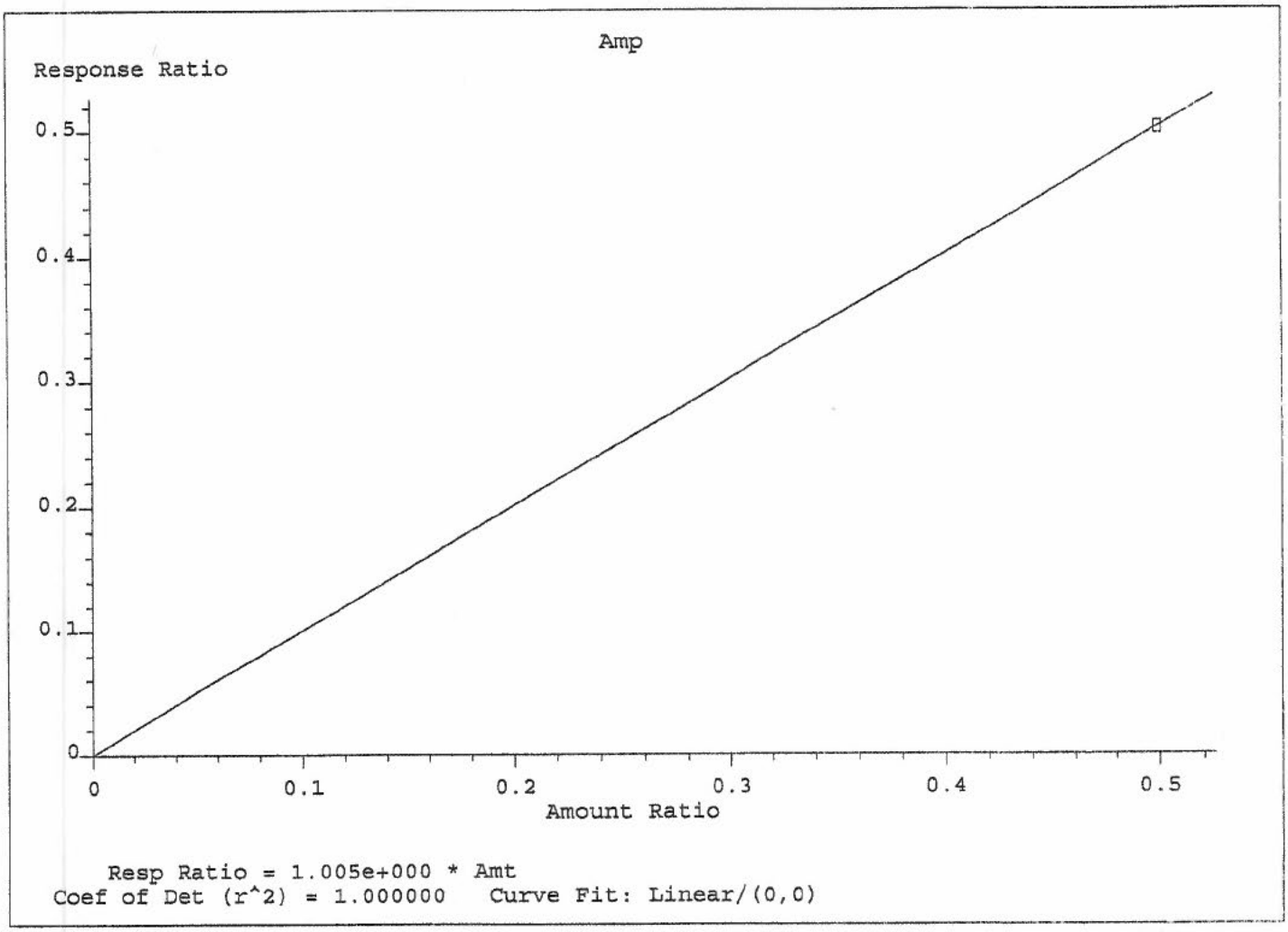
Compound Information:

1) Amp D11 (ISTD)

Lvl	File	Conc	R.T.	Response 194.00	128.10
1	002CA0002.D	500.00	2.70	45534	77.94
	Average:		2.70	45534	77.94
				ISTD Range(22767.00- 91068.00)	

2) Amp

Lvl	File	Conc	R.T.	Response 189.90	118.00	91.00	Rf
1	002CA0002.D	250.00	2.74	22881	81.53	38.14	1.005
	Average:		2.74		81.53	38.14	1.005
	Correlation Coefficient = 1.0000				Rf Range (0.804- 1.206)		



Sun Aug 27 20:48:13 2023 Page 1

Calibration Summary Report
AMPHETAMINES IN URINE

Instrument : A67
Acquisition Method: D:\MassHunter\GCMS\1\data\TXNAMMS20826013\AMPSINGLECAL.M
Calib Update Time : Sun Aug 27 20:48:11 2023
Data Path : D:\MassHunter\GCMS\1\data\TXNAMMS20826013\

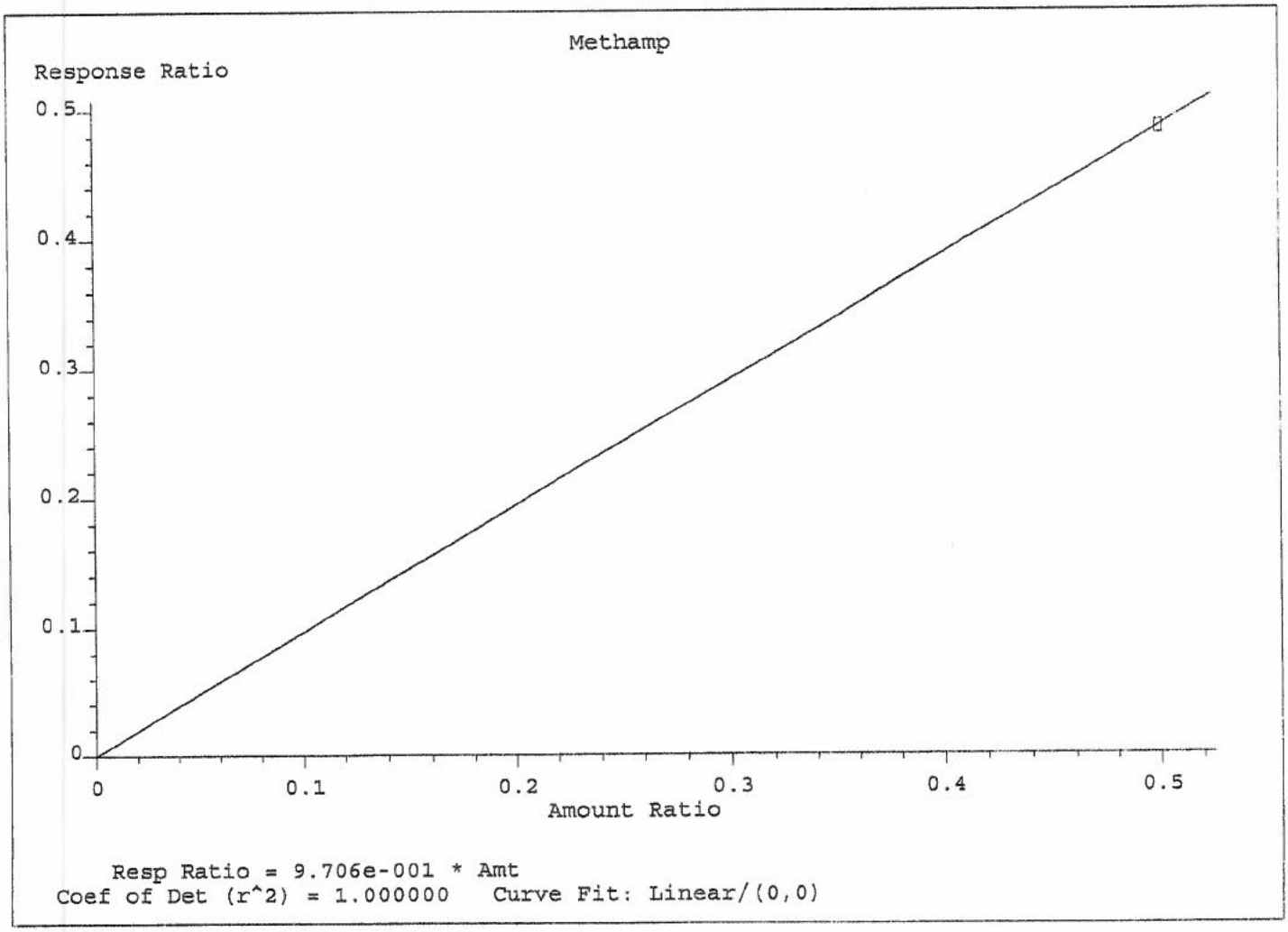
Compound Information:

3) Methamp D11 (ISTD)

Lvl	File	Conc	R.T.	Response 210.00	163.00
1	002CA0002.D	500.00	3.52	84209	26.00
	Average:		3.52	84209	26.00
				ISTD Range(42104.50-168418.00)	

4) Methamp

Lvl	File	Conc	R.T.	Response 204.00	159.90	118.00	Rf
1	002CA0002.D	250.00	3.56	40867	27.95	24.48	0.971
	Average:		3.56		27.95	24.48	0.971
	Correlation Coefficient = 1.0000				Rf Range (0.776- 1.165)		

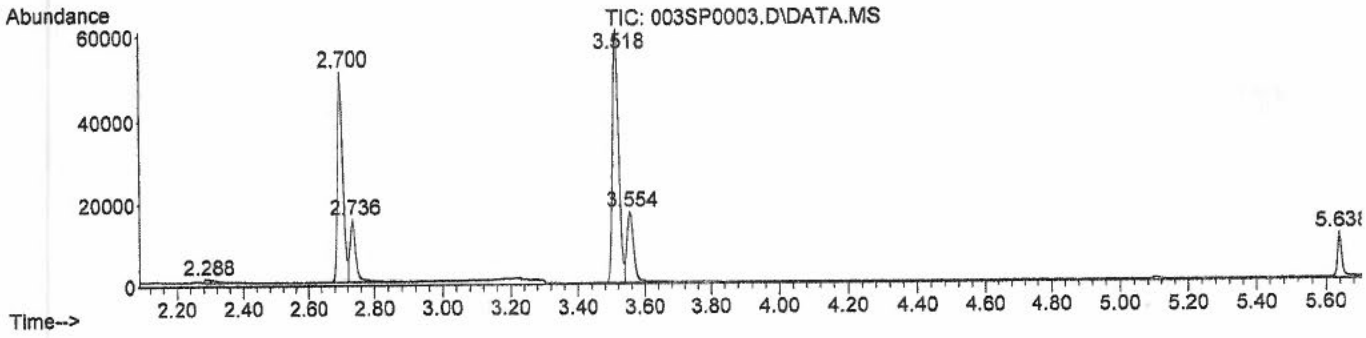


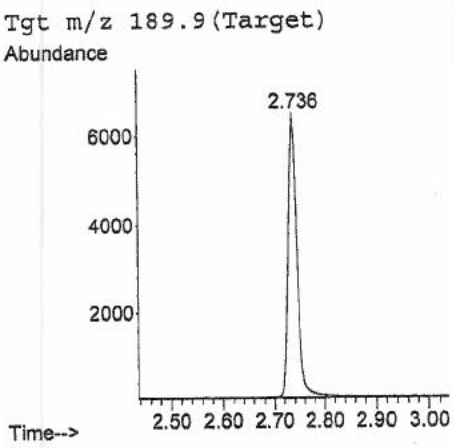
QUANTITATION REPORT FOR Amp ON : Quest/A67

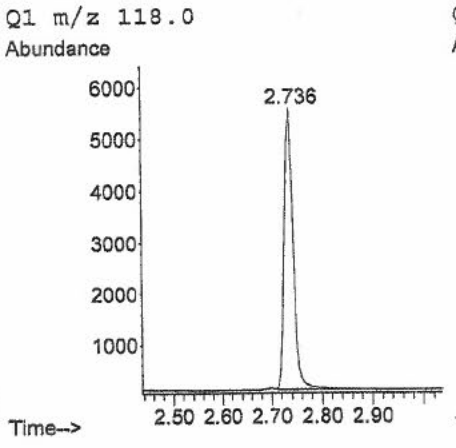
Data File : ..r\GCMS\1\data\TXNAMMS20826013\003SP0003.D
Operator :
Tune File Name : D:\MassHunter\GCMS\1\5977\atune.u
Tune Date : 27 Aug 2023 12:58 pm Mult : 1
Acq Method Name : D:\Ma...GCMS\1\methods\AMPSINGLECAL.M
Calibration date : 27 Aug 2023 8:48 pm
Acquisition date : 27 Aug 2023 08:49 pm
Sample Name : 40% CTRL
Misc Info :
Vial Number : 3

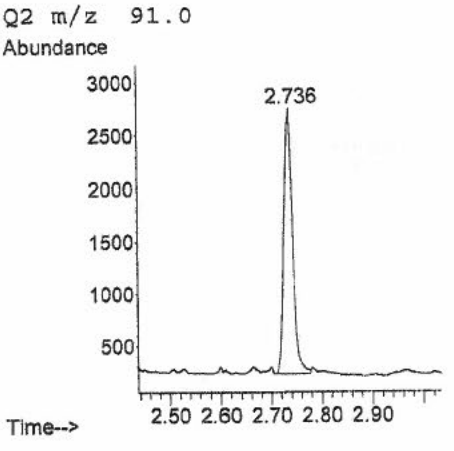
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
Amp D11						
	194.0	2.700	2.645- 2.753	35256		22767- 91068
	128.1			26363	74.8	62.3- 93.5
Amp						
	189.9	2.736	2.681- 2.791	7920		
	118.0			6538	82.6	65.2- 97.8
	91.0			2993	37.8	30.5- 45.7

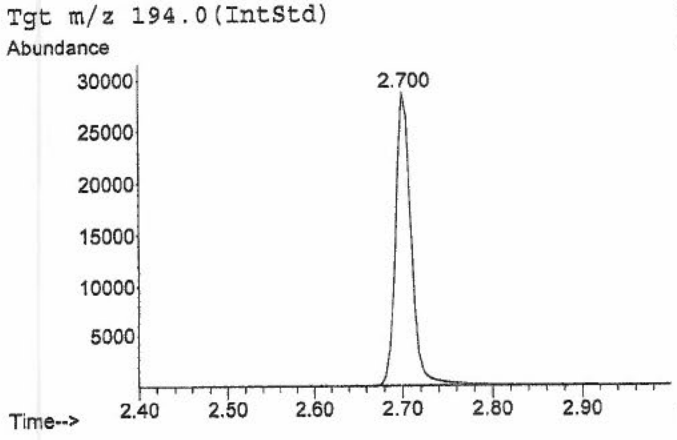
Concentration: 111.76 ng/mL

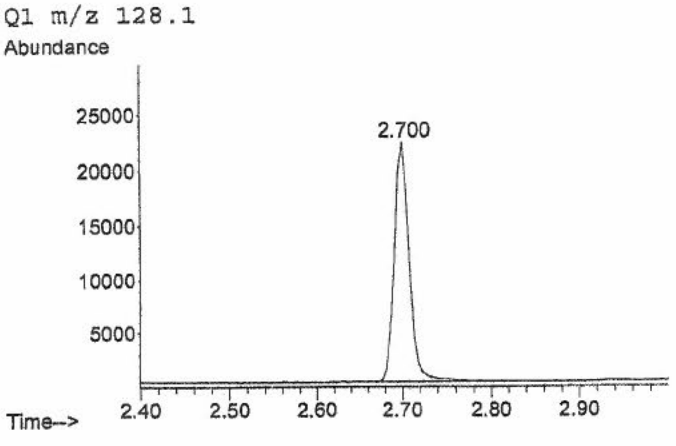












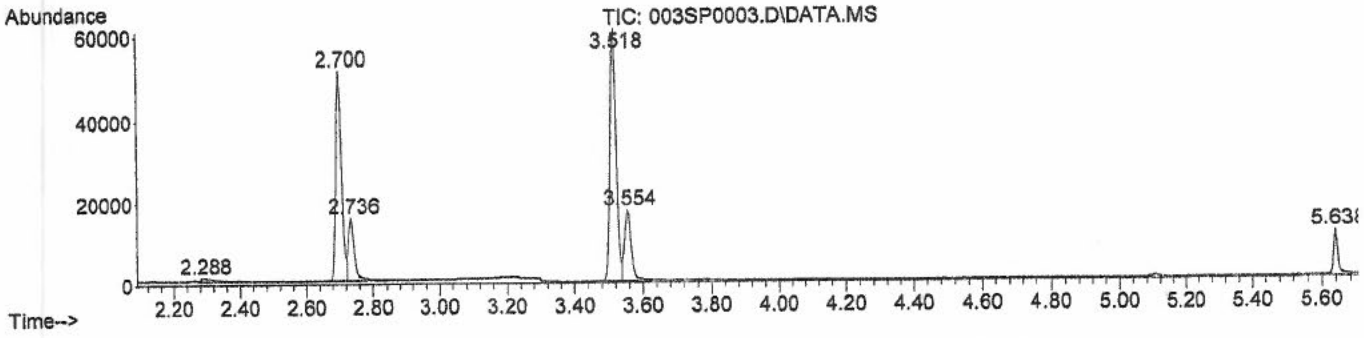
Printed on : 27 Aug 2023 8:56 pm

QUANTITATION REPORT FOR Methamp ON : Quest/A67

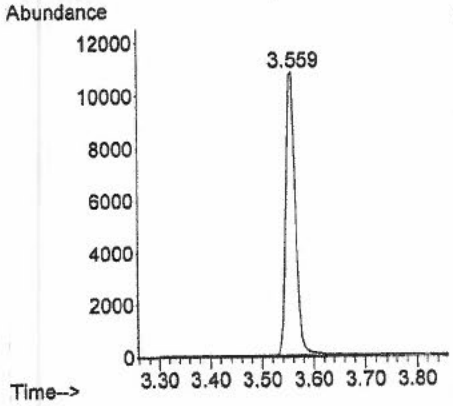
Data File : ..r\GCMS\1\data\TXNAMMS20826013\003SP0003.D
Operator :
Tune File Name : D:\MassHunter\GCMS\1\5977\atune.u
Tune Date : 27 Aug 2023 12:58 pm Mult : 1
Acq Method Name : D:\Ma...GCMS\1\methods\AMPSINGLECAL.M
Calibration date : 27 Aug 2023 8:48 pm
Acquisition date : 27 Aug 2023 08:49 pm
Sample Name : 40% CTRL
Misc Info :
Vial Number : 3

Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
Methamp D11						
	210.0	3.518	3.447- 3.588	62475		42105- 168418
	163.0			16243	26.0	20.8- 31.2
Methamp						
	204.0	3.559	3.488- 3.630	13871		
	159.9			3893	28.1	22.3- 33.5
	118.0			3315	23.9	19.6- 29.4

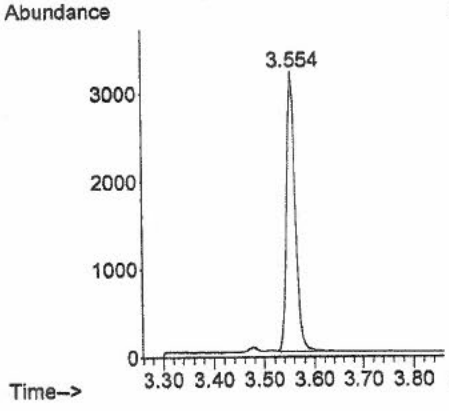
Concentration: 114.37 ng/mL



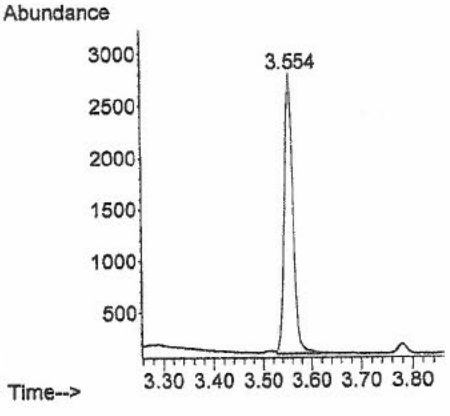
Tgt m/z 204.0(Target)



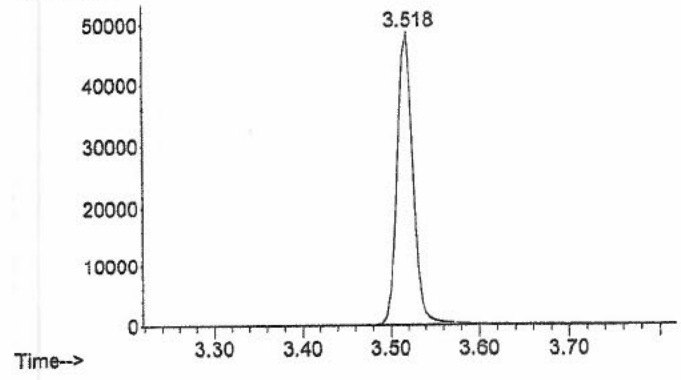
Q1 m/z 159.9



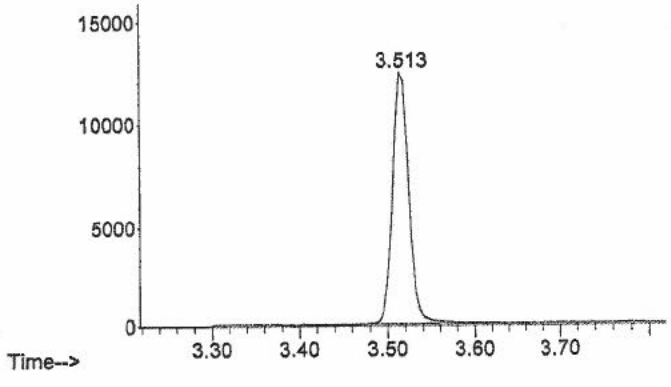
Q2 m/z 118.0



Tgt m/z 210.0(IntStd)



Q1 m/z 163.0



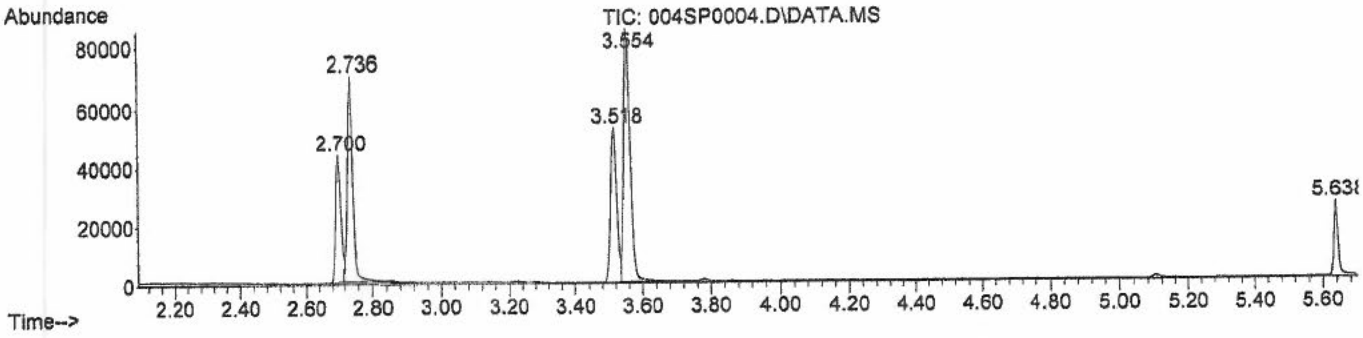
Printed on : 27 Aug 2023 8:56 pm

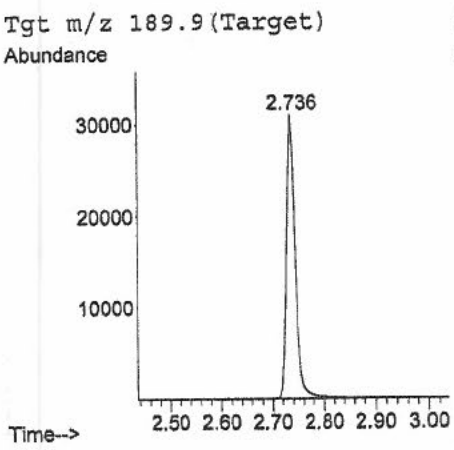
QUANTITATION REPORT FOR Amp ON : Quest/A67

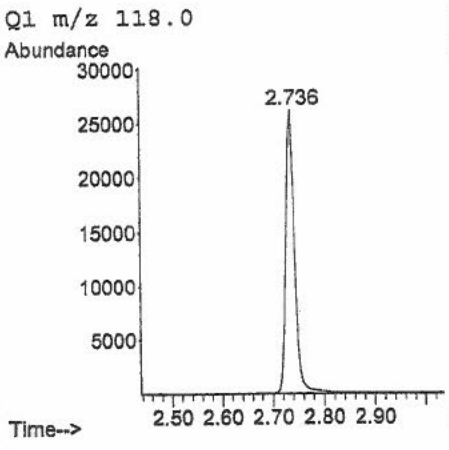
Data File : ..r\GCMS\1\data\TXNAMMS20826013\004SP0004.D
Operator :
Tune File Name : D:\MassHunter\GCMS\1\5977\atune.u
Tune Date : 27 Aug 2023 12:58 pm Mult : 1
Acq Method Name : D:\Ma...GCMS\1\methods\AMPSINGLECAL.M
Calibration date : 27 Aug 2023 8:48 pm
Acquisition date : 27 Aug 2023 08:58 pm
Sample Name : NRC 125% CTRL
Misc Info :
Vial Number : 4

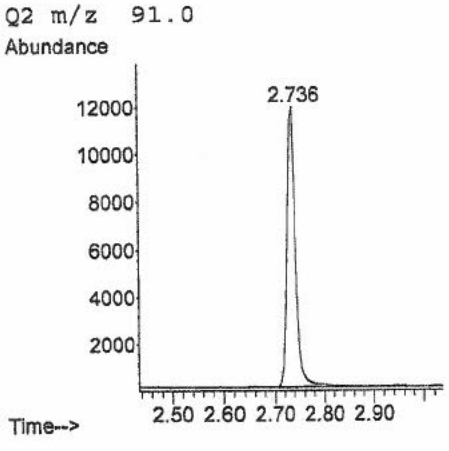
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
Amp D11						
	194.0	2.700	2.645- 2.753	30106		22767- 91068
	128.1			22908	76.1	62.3- 93.5
Amp						
	189.9	2.736	2.681- 2.791	36899		
	118.0			30859	83.6	65.2- 97.8
	91.0			14100	38.2	30.5- 45.7

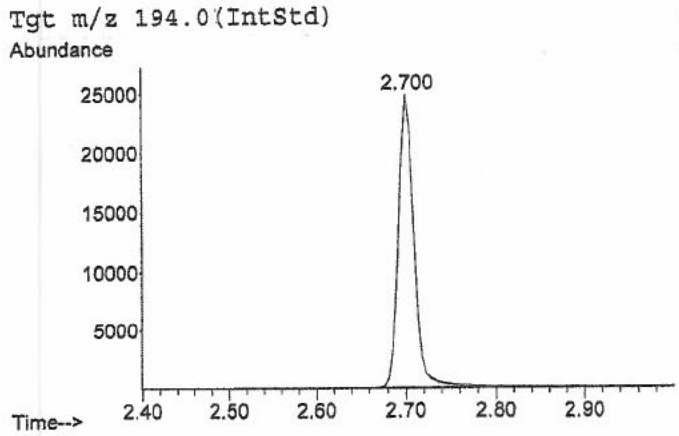
Concentration: 609.76 ng/mL

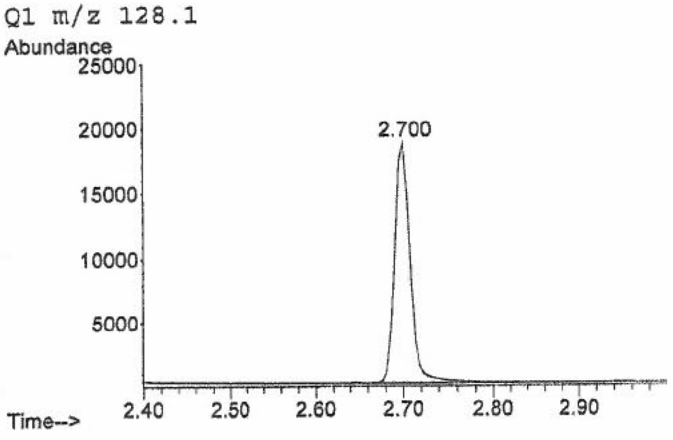












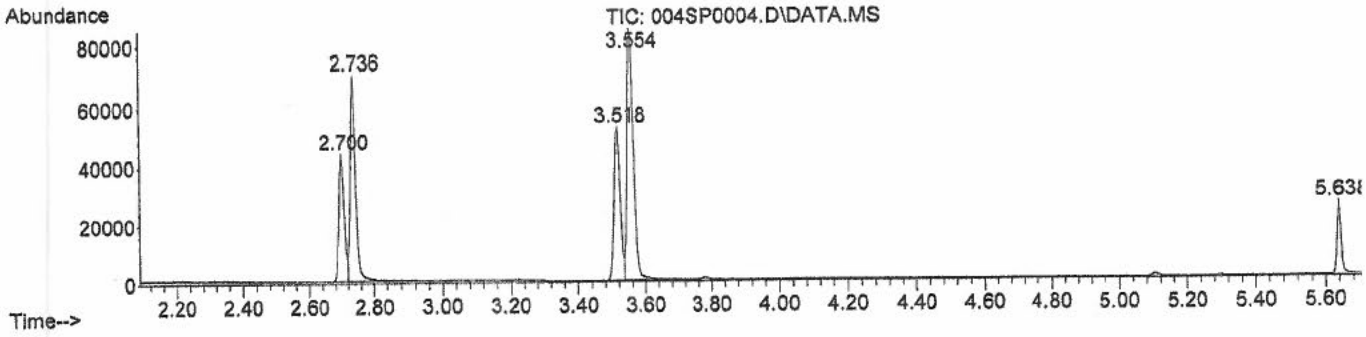
Printed on : 27 Aug 2023 9:05 pm

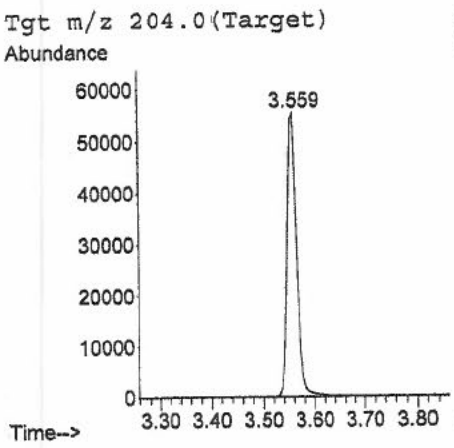
QUANTITATION REPORT FOR Methamp ON : Quest/A67

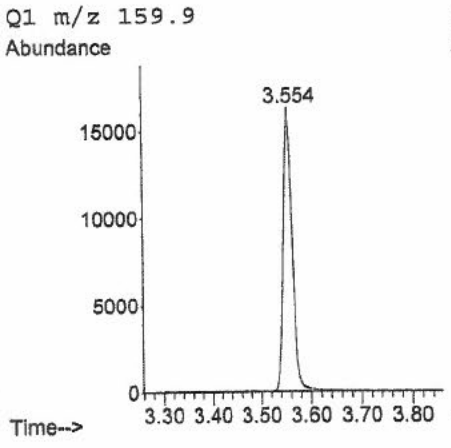
Data File : ..r\GCMS\1\data\TXNAMMS20826013\004SP0004.D
Operator :
Tune File Name : D:\MassHunter\GCMS\1\5977\atune.u
Tune Date : 27 Aug 2023 12:58 pm Mult : 1
Acq Method Name : D:\Ma...GCMS\1\methods\AMPSINGLECAL.M
Calibration date : 27 Aug 2023 8:48 pm
Acquisition date : 27 Aug 2023 08:58 pm
Sample Name : NRC 125% CTRL
Misc Info :
Vial Number : 4

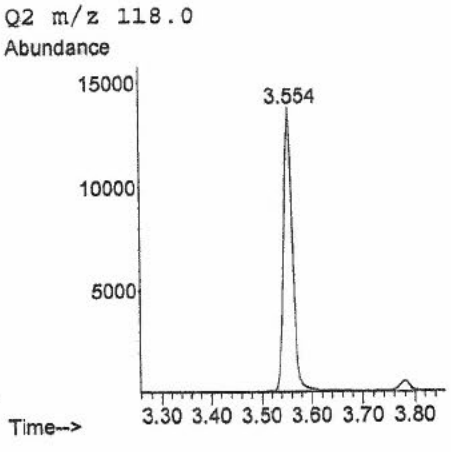
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
Methamp D11						
	210.0	3.518	3.447- 3.588	54128		42105- 168418
	163.0			14180	26.2	20.8- 31.2
Methamp						
	204.0	3.559	3.488- 3.630	71268		
	159.9			19886	27.9	22.3- 33.5
	118.0			16936	23.8	19.6- 29.4

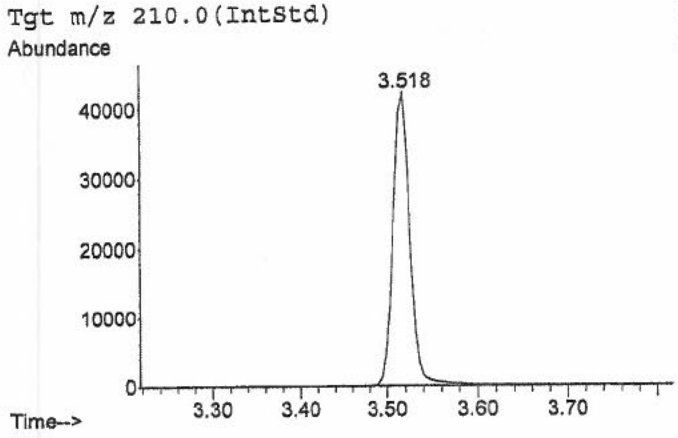
Concentration: 678.26 ng/mL

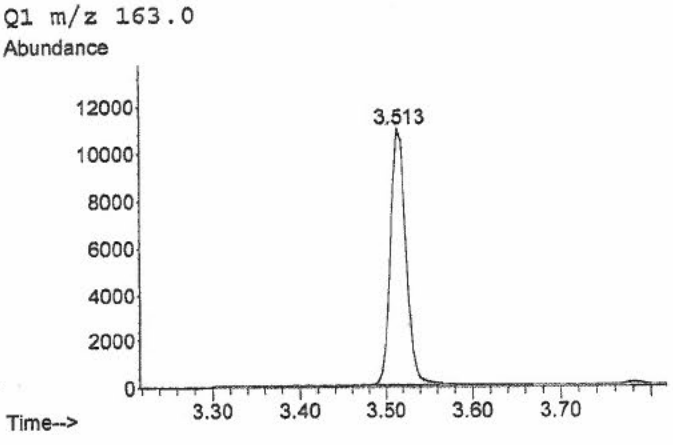












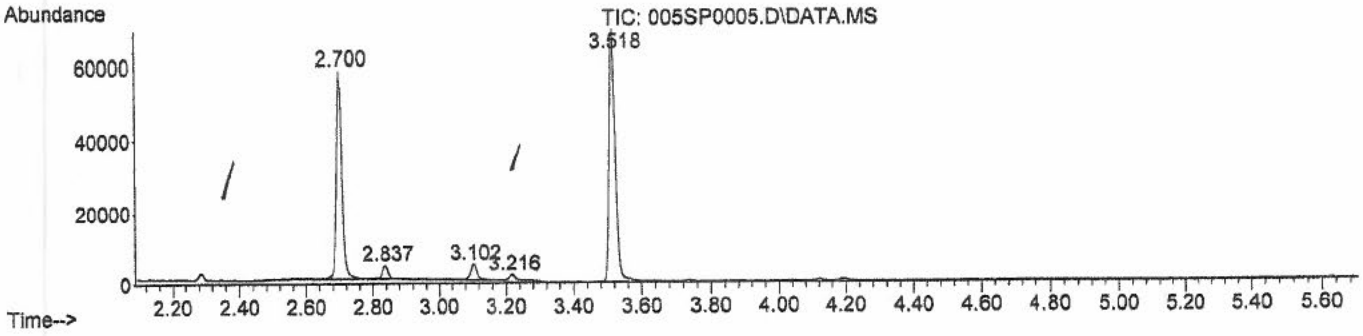
Printed on : 27 Aug 2023 9:05 pm

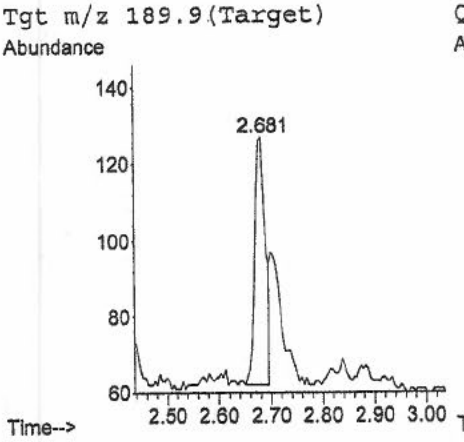
QUANTITATION REPORT FOR Amp ON : Quest/A67

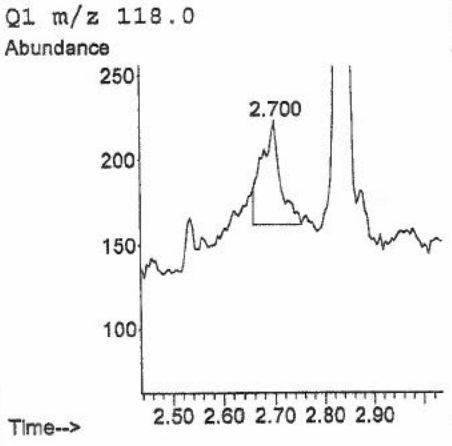
Data File : ..r\GCMS\1\data\TXNAMMS20826013\005SP0005.D
Operator :
Tune File Name : D:\MassHunter\GCMS\1\5977\atune.u
Tune Date : 27 Aug 2023 12:58 pm Mult : 1
Acq Method Name : D:\Ma...GCMS\1\methods\AMPSINGLECAL.M
Calibration date : 27 Aug 2023 8:48 pm
Acquisition date : 27 Aug 2023 09:06 pm
Sample Name : NEG INT CTRL
Misc Info :
Vial Number : 5

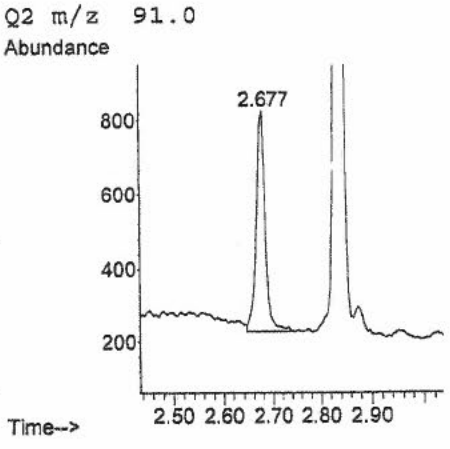
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
Amp D11						
	194.0	2.700	2.645- 2.753	38980		22767- 91068
	128.1			29434	75.5	62.3- 93.5
Amp						
	189.9	2.681	2.681- 2.791	92		
	118.0			153	166.3*	65.2- 97.8
	91.0			762	828.3*	30.5- 45.7

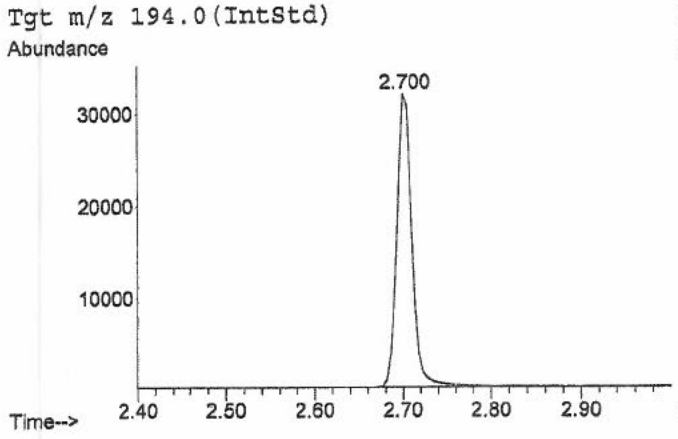
Concentration: 1.17 ng/mL

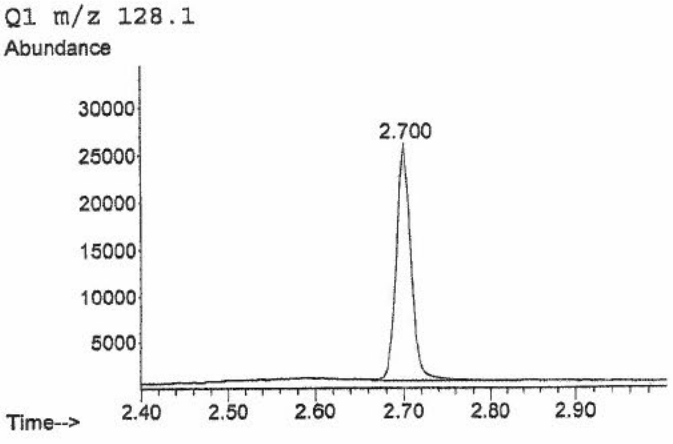












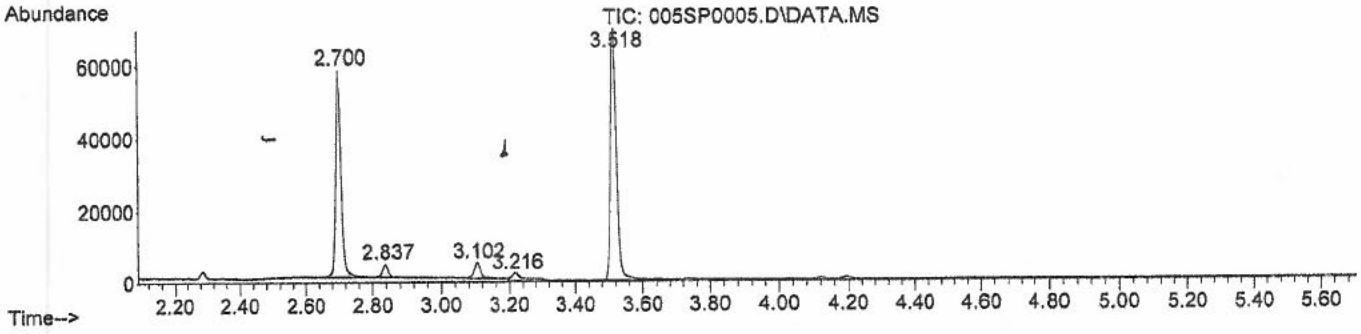
Printed on : 27 Aug 2023 9:13 pm

QUANTITATION REPORT FOR Methamp ON : Quest/A67

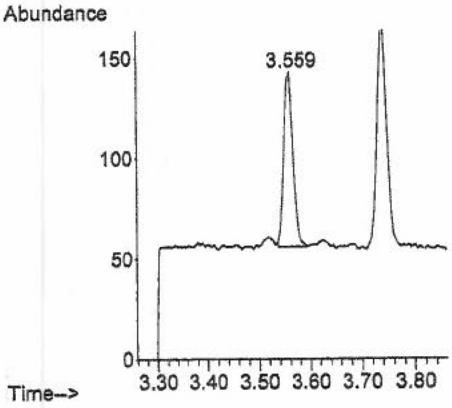
Data File : ..r\GCMS\1\data\TXNAMMS20826013\005SP0005.D
Operator :
Tune File Name : D:\MassHunter\GCMS\1\5977\atune.u
Tune Date : 27 Aug 2023 12:58 pm Mult : 1
Acq Method Name : D:\Ma...GCMS\1\methods\AMPSINGLECAL.M
Calibration date : 27 Aug 2023 8:48 pm
Acquisition date : 27 Aug 2023 09:06 pm
Sample Name : NEG INT CTRL
Misc Info :
Vial Number : 5

Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
Methamp D11						
	210.0	3.518	3.447- 3.588	69314		42105- 168418
	163.0			18315	26.4	20.8- 31.2
Methamp						
	204.0	3.559	3.488- 3.630	109		
	159.9			30	27.5	22.3- 33.5
	118.0			31	28.4	19.6- 29.4

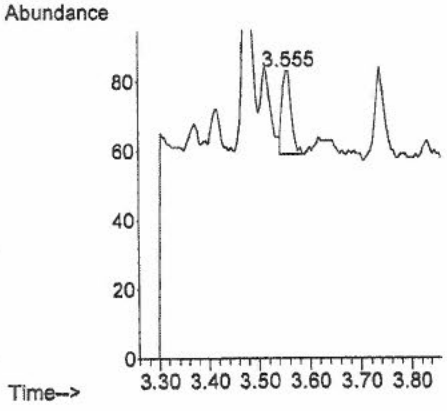
Concentration: 0.81 ng/mL



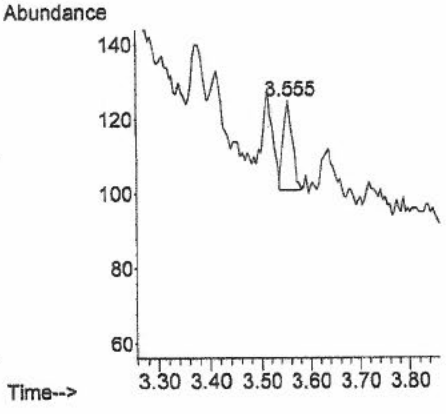
Tgt m/z 204.0(Target)



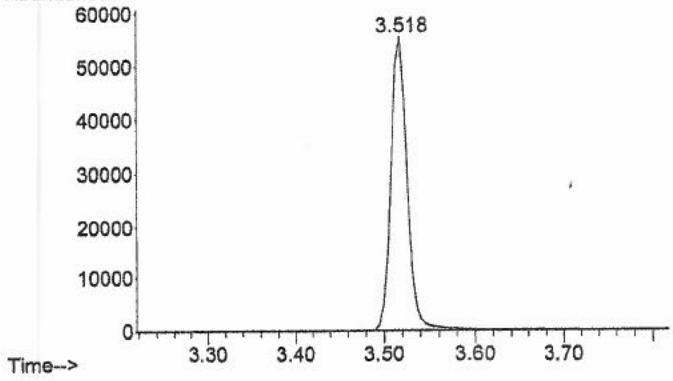
Q1 m/z 159.9



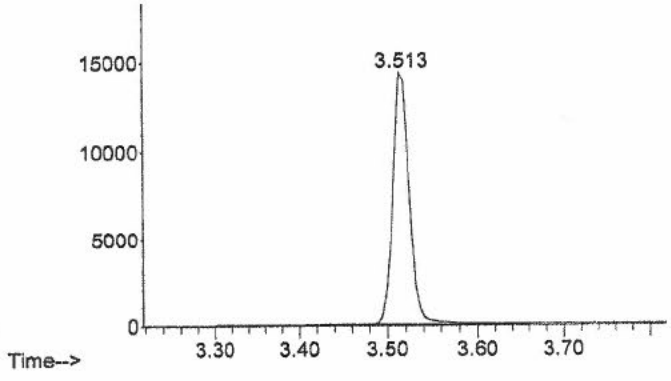
Q2 m/z 118.0



Tgt m/z 210.0(IntStd)



Q1 m/z 163.0



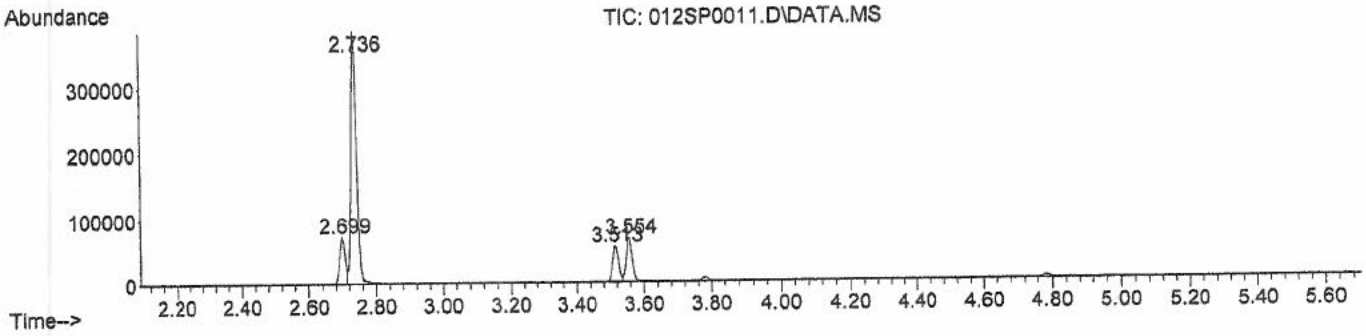
Printed on : 27 Aug 2023 9:13 pm

QUANTITATION REPORT FOR Amp ON : Quest/A67

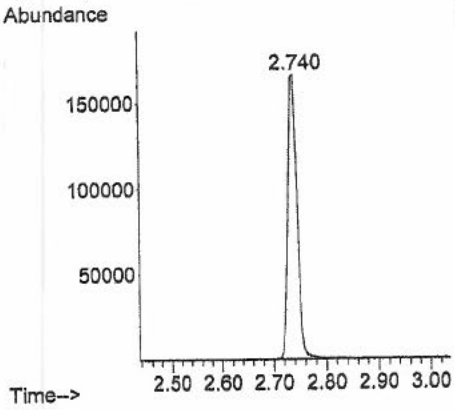
Data File : ..r\GCMS\1\data\TXNAMMS20826013\012SP0011.D
Operator :
Tune File Name : D:\MassHunter\GCMS\1\5977\atune.u
Tune Date : 27 Aug 2023 12:58 pm Mult : 1
Acq Method Name : D:\Ma...GCMS\1\methods\AMPSINGLECAL.M
Calibration date : 27 Aug 2023 8:48 pm
Acquisition date : 27 Aug 2023 10:05 pm
Sample Name : D894038
Misc Info :
Vial Number : 11

Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
Amp D11						
	194.0	2.699	2.645- 2.753	47879		22767- 91068
	128.1			37054	77.4	62.3- 93.5
Amp						
	189.9	2.740	2.681- 2.791	199148		
	118.0			167644	84.2	65.2- 97.8
	91.0			76066	38.2	30.5- 45.7

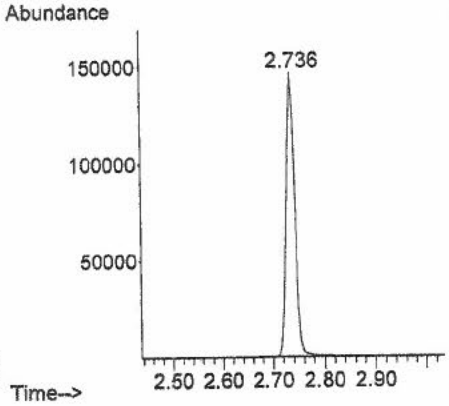
Concentration: 2069.33 ng/mL



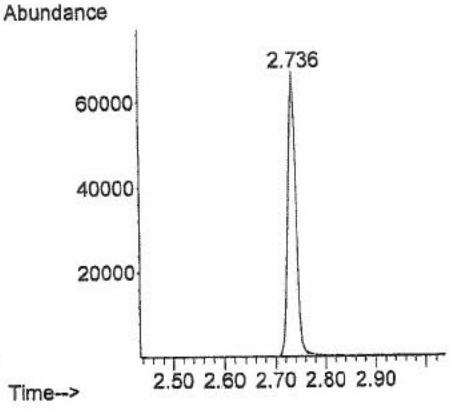
Tgt m/z 189.9(Target)



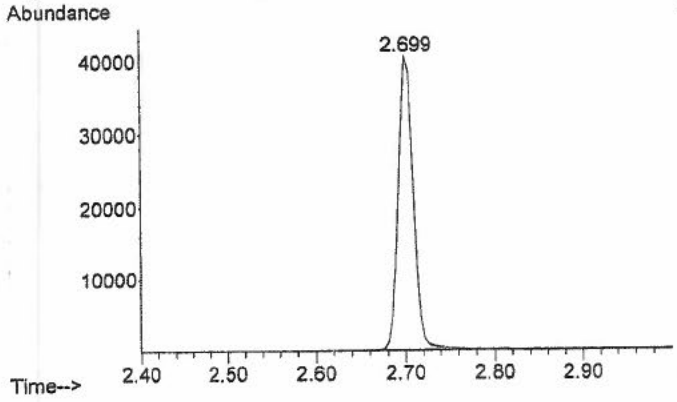
Q1 m/z 118.0



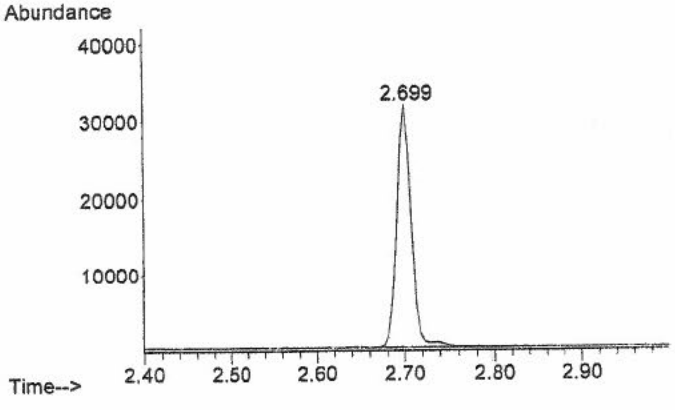
Q2 m/z 91.0



Tgt m/z 194.0(IntStd)



Q1 m/z 128.1



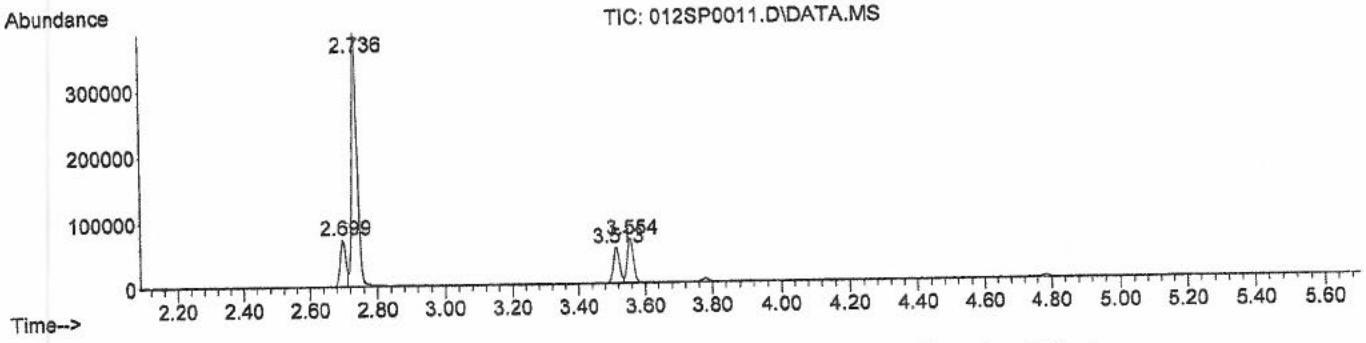
Printed on : 27 Aug 2023 10:12 pm

QUANTITATION REPORT FOR Methamp ON : Quest/A67

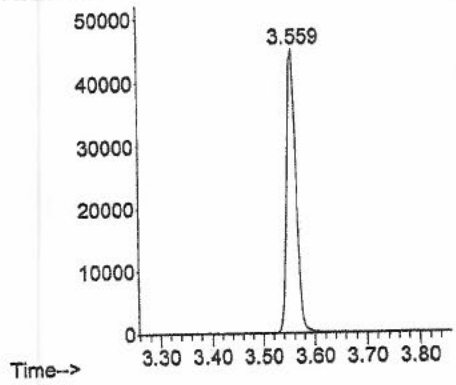
Data File : ..r\GCMS\1\data\TXNAMMS20826013\012SP0011.D
Operator :
Tune File Name : D:\MassHunter\GCMS\1\5977\atune.u
Tune Date : 27 Aug 2023 12:58 pm Mult : 1
Acq Method Name : D:\Ma...GCMS\1\methods\AMPSINGLECAL.M
Calibration date : 27 Aug 2023 8:48 pm
Acquisition date : 27 Aug 2023 10:05 pm
Sample Name : D894038
Misc Info :
Vial Number : 11

Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
Methamp D11						
	210.0	3.518	3.447- 3.588	54729		42105- 168418
	163.0			14521	26.5	20.8- 31.2
Methamp						
	204.0	3.559	3.488- 3.630	56501		
	159.9			15871	28.1	22.3- 33.5
	118.0			13533	24.0	19.6- 29.4

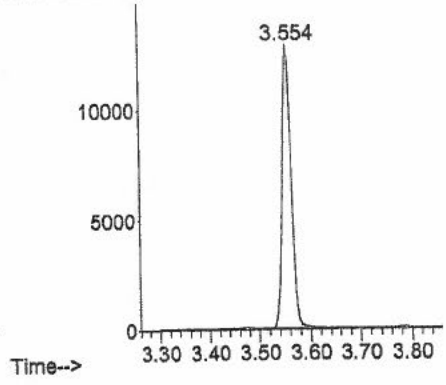
Concentration: 531.81 ng/mL



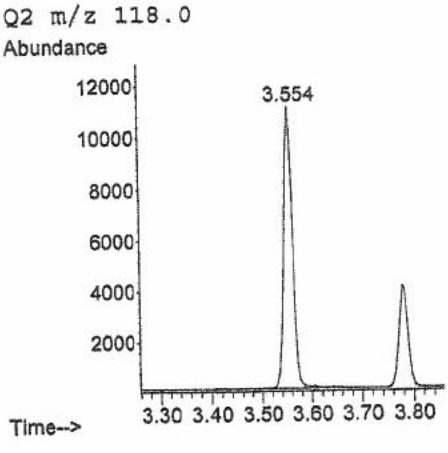
Tgt m/z 204.0(Target)



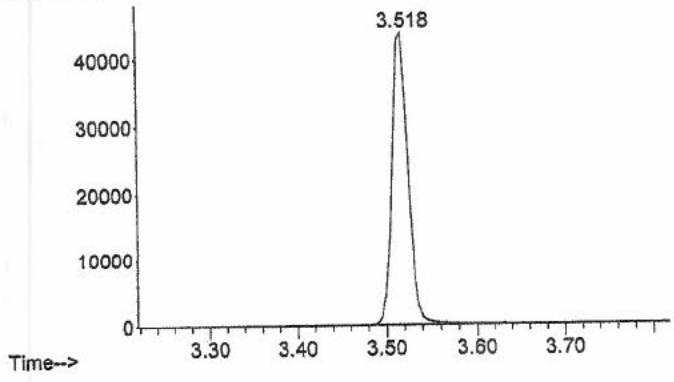
Q1 m/z 159.9



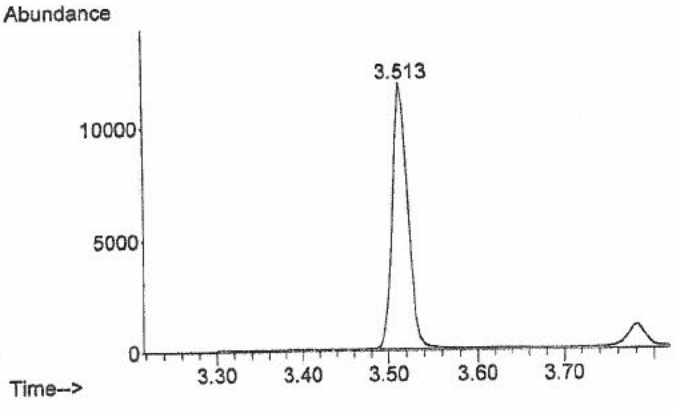
Q2 m/z 118.0



Tgt m/z 210.0(IntStd)



Q1 m/z 163.0



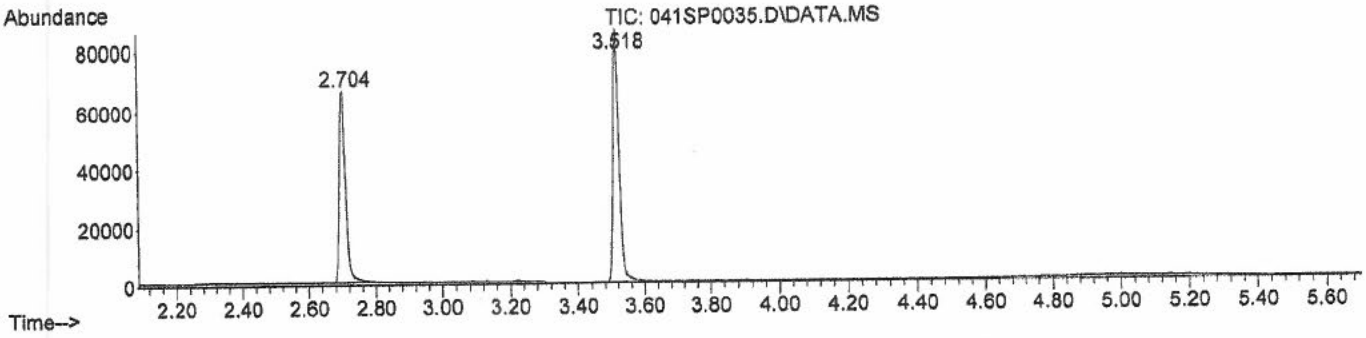
Printed on : 27 Aug 2023 10:12 pm

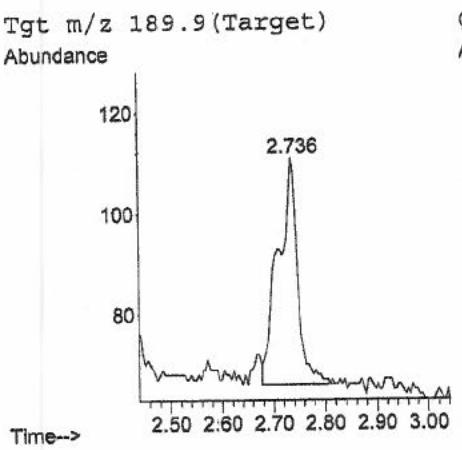
QUANTITATION REPORT FOR Amp ON : Quest/A67

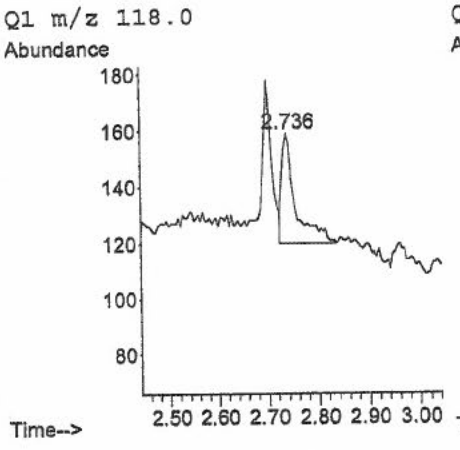
Data File : ..r\GCMS\1\data\TXNAMMS20826013\041SP0035.D
Operator :
Tune File Name : D:\MassHunter\GCMS\1\5977\atune.u
Tune Date : 27 Aug 2023 12:58 pm Mult : 1
Acq Method Name : D:\Ma...GCMS\1\methods\AMPSINGLECAL.M
Calibration date : 27 Aug 2023 8:48 pm
Acquisition date : 28 Aug 2023 02:11 am
Sample Name : D898480***
Misc Info :
Vial Number : 35

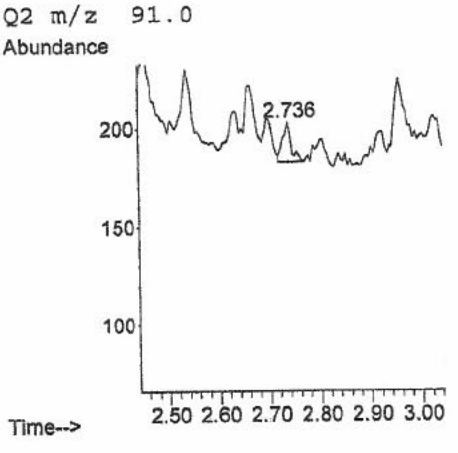
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
Amp D11						
	194.0	2.704	2.645- 2.753	48584		22767- 91068
	128.1			37195	76.6	62.3- 93.5
Amp						
	189.9	2.736	2.681- 2.791	120		
	118.0			72	60.0*	65.2- 97.8
	91.0			23	19.2*	30.5- 45.7

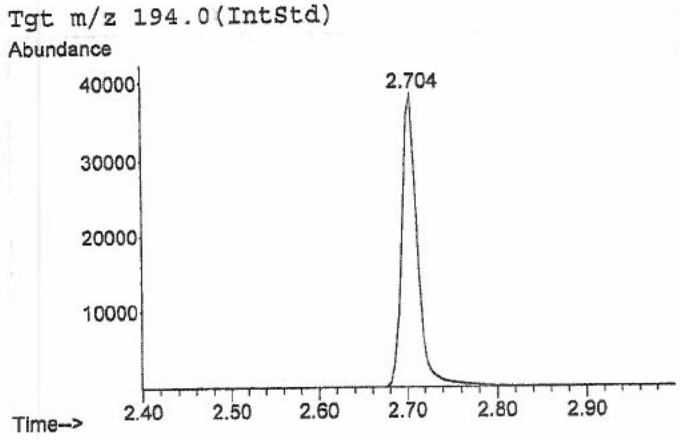
Concentration: 1.22 ng/mL

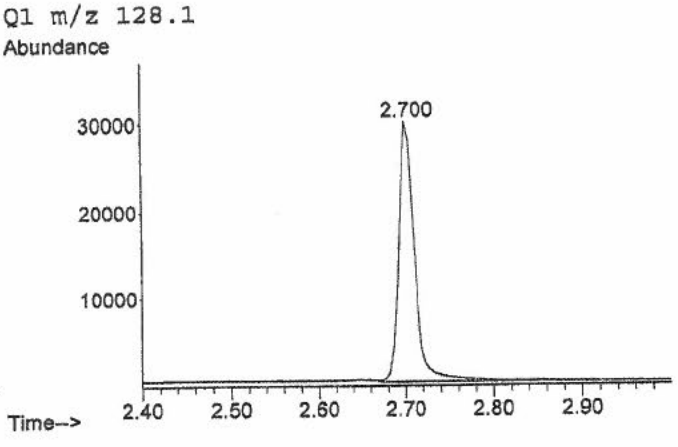












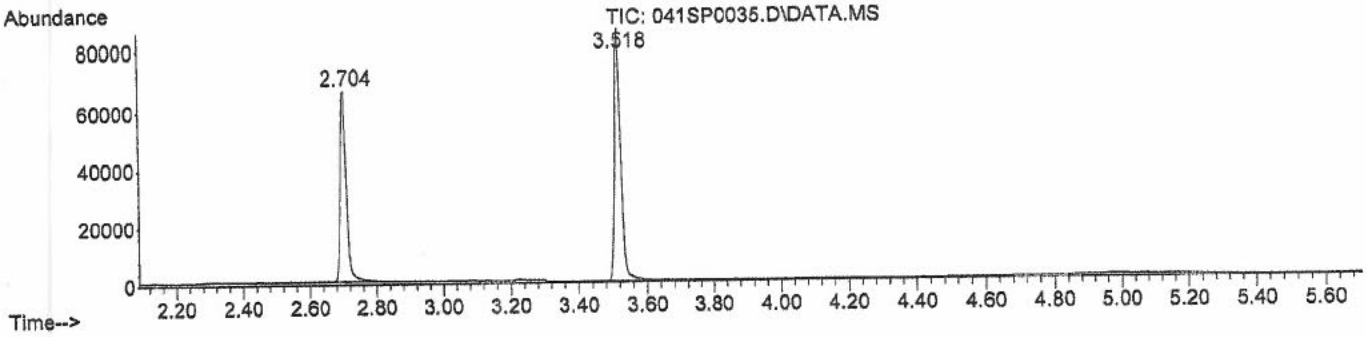
Printed on : 28 Aug 2023 2:19 am

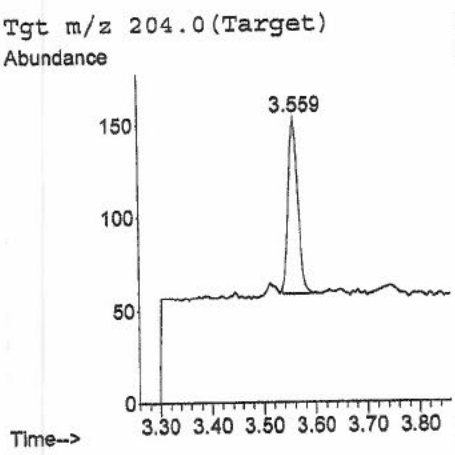
QUANTITATION REPORT FOR Methamp ON : Quest/A67

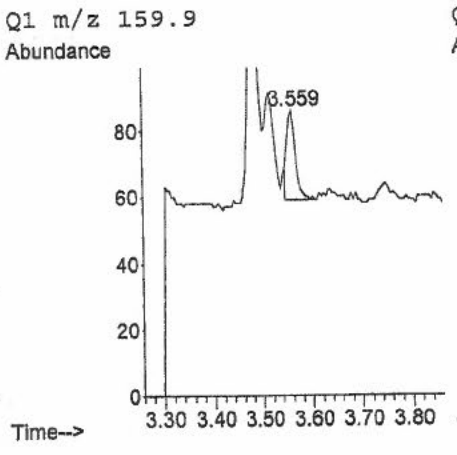
Data File : ..r\GCMS\1\data\TXNAMMS20826013\041SP0035.D
Operator :
Tune File Name : D:\MassHunter\GCMS\1\5977\atune.u
Tune Date : 27 Aug 2023 12:58 pm Mult : 1
Acq Method Name : D:\Ma...GCMS\1\methods\AMPSINGLECAL.M
Calibration date : 27 Aug 2023 8:48 pm
Acquisition date : 28 Aug 2023 02:11 am
Sample Name : D898480***
Misc Info :
Vial Number : 35

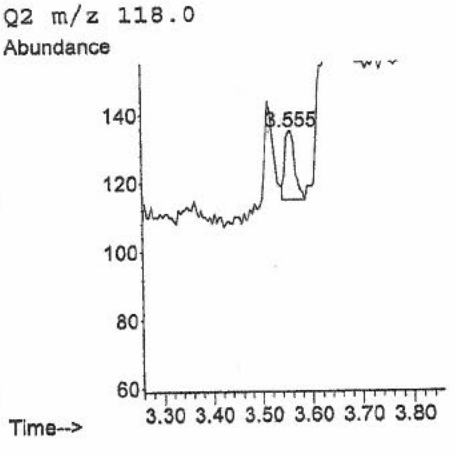
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
Methamp D11						
	210.0	3.518	3.447- 3.588	87892		42105- 168418
	163.0			23182	26.4	20.8- 31.2
Methamp						
	204.0	3.559	3.488- 3.630	118		
	159.9			32	27.1	22.3- 33.5
	118.0			27	22.9	19.6- 29.4

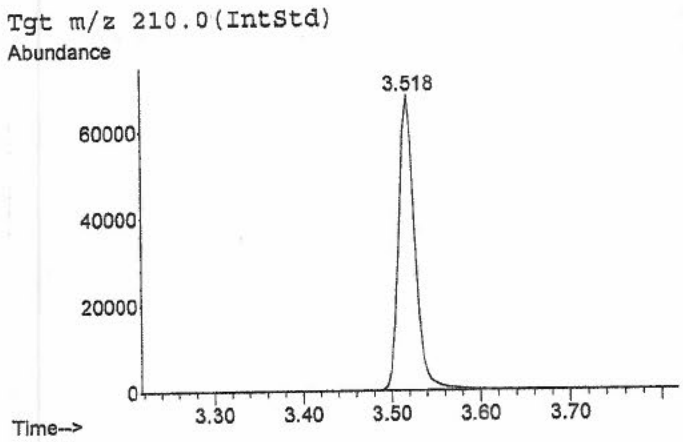
Concentration: 0.69 ng/mL

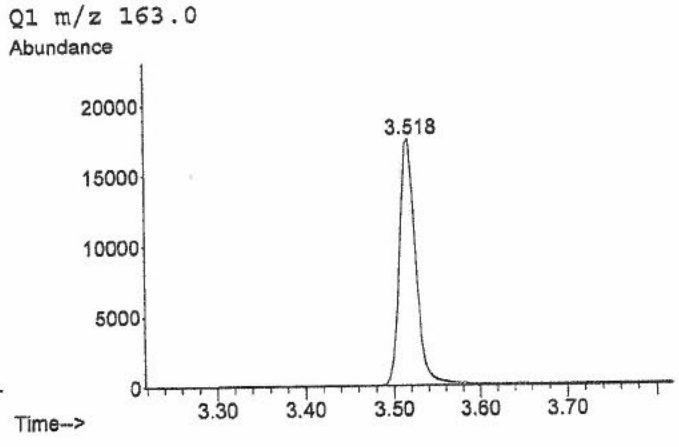












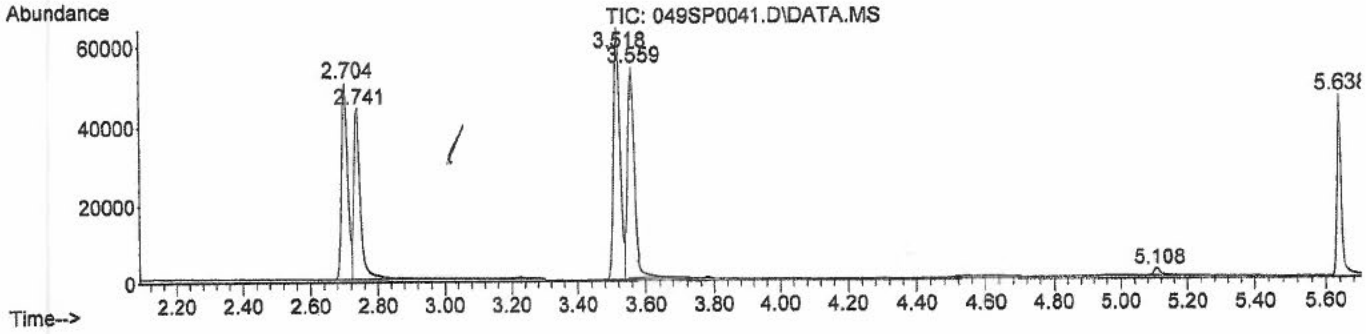
Printed on : 28 Aug 2023 2:19 am

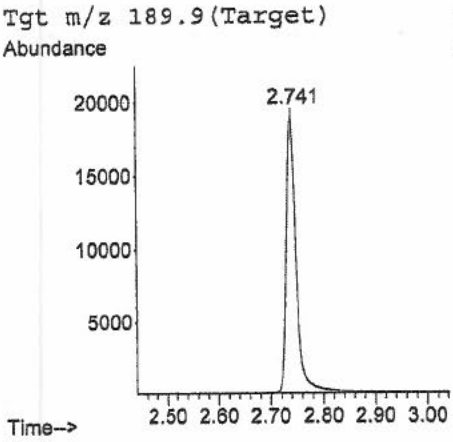
QUANTITATION REPORT FOR Amp ON : Quest/A67

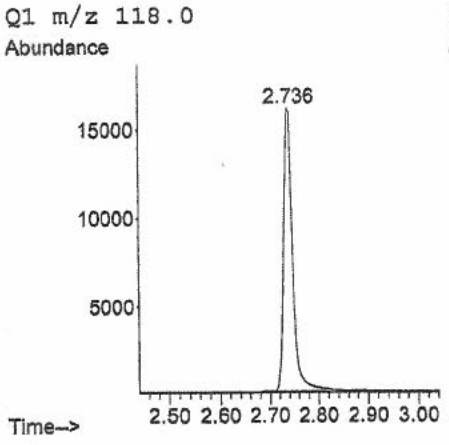
Data File : ..r\GCMS\1\data\TXNAMMS20826013\049SP0041.D
Operator :
Tune File Name : D:\MassHunter\GCMS\1\5977\atune.u
Tune Date : 27 Aug 2023 12:58 pm Mult : 1
Acq Method Name : D:\Ma...GCMS\1\methods\AMPSINGLECAL.M
Calibration date : 27 Aug 2023 8:48 pm
Acquisition date : 28 Aug 2023 03:19 am
Sample Name : 125% CTRL
Misc Info :
Vial Number : 41

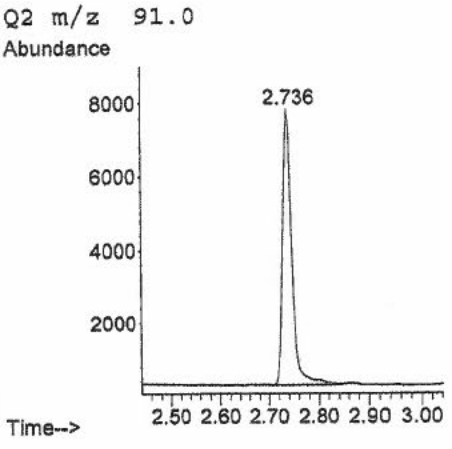
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
Amp D11						
	194.0	2.704	2.645- 2.753	37718		22767- 91068
	128.1			28542	75.7	62.3- 93.5
Amp						
	189.9	2.741	2.681- 2.791	25030		
	118.0			20821	83.2	65.2- 97.8
	91.0			9611	38.4	30.5- 45.7

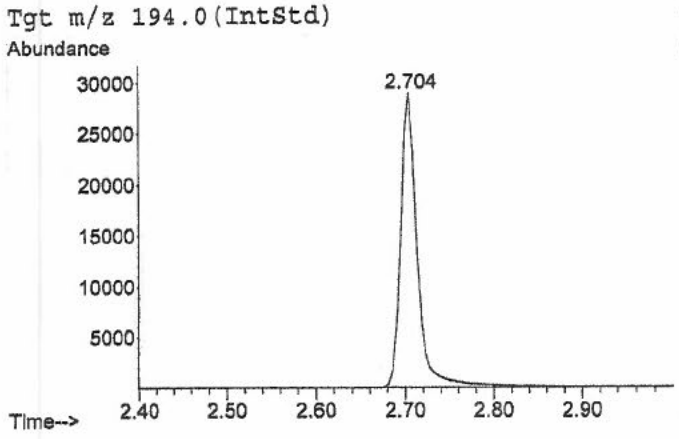
Concentration: 330.15 ng/mL

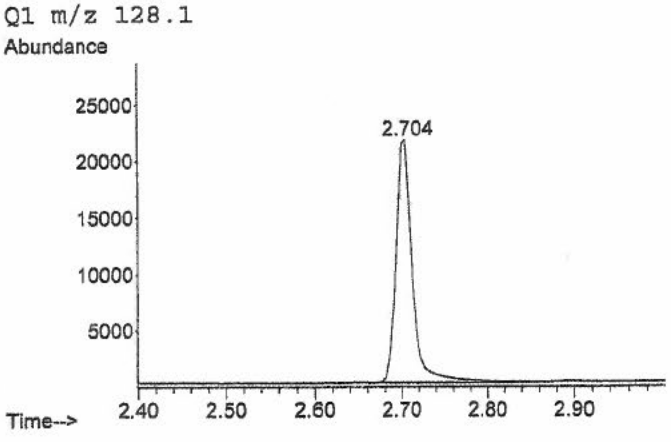












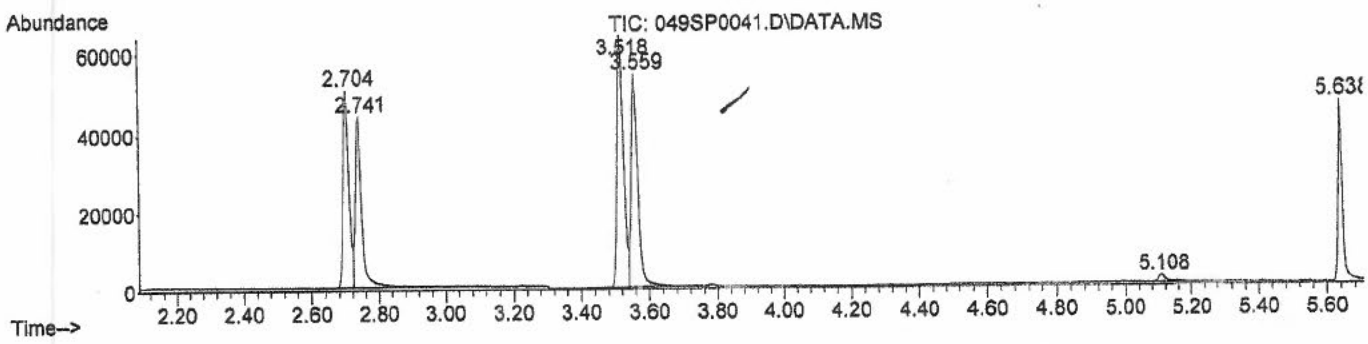
Printed on : 28 Aug 2023 3:26 am

QUANTITATION REPORT FOR Methamp ON : Quest/A67

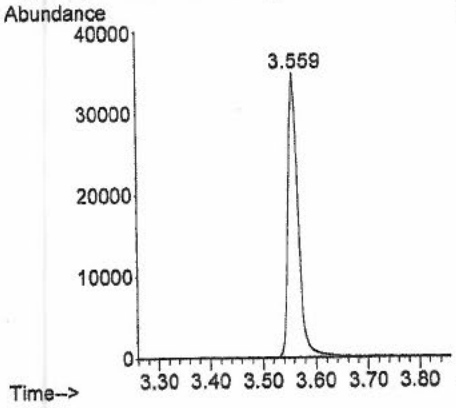
Data File : ..r\GCMS\1\data\TXNAMMS20826013\049SP0041.D
Operator :
Tune File Name : D:\MassHunter\GCMS\1\5977\atune.u
Tune Date : 27 Aug 2023 12:58 pm Mult : 1
Acq Method Name : D:\Ma...GCMS\1\methods\AMPSINGLECAL.M
Calibration date : 27 Aug 2023 8:48 pm
Acquisition date : 28 Aug 2023 03:19 am
Sample Name : 125% CTRL
Misc Info :
Vial Number : 41

Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
Methamp D11						
	210.0	3.518	3.447- 3.588	68320		42105- 168418
	163.0			18151	26.6	20.8- 31.2
Methamp						
	204.0	3.559	3.488- 3.630	46513		
	159.9			12898	27.7	22.3- 33.5
	118.0			11175	24.0	19.6- 29.4

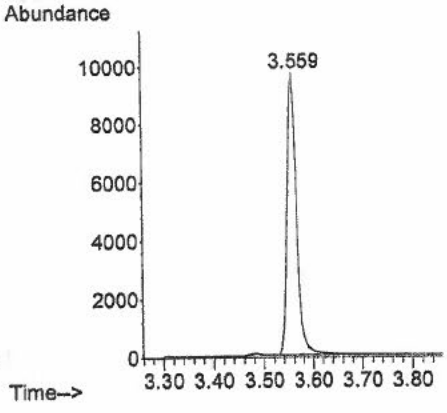
Concentration: 350.71 ng/mL



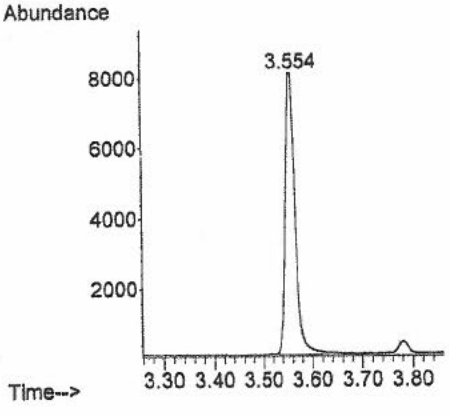
Tgt m/z 204.0(Target)



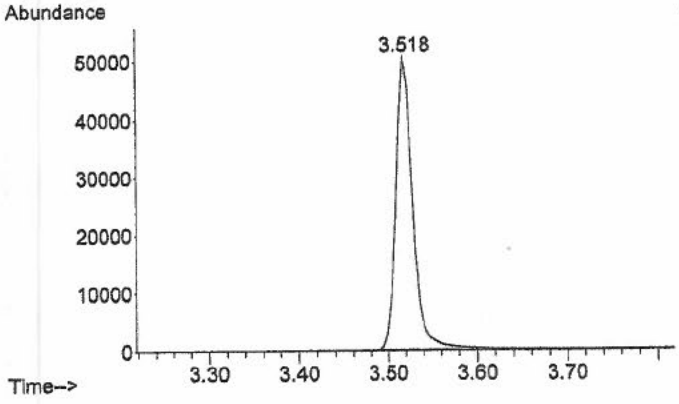
Q1 m/z 159.9



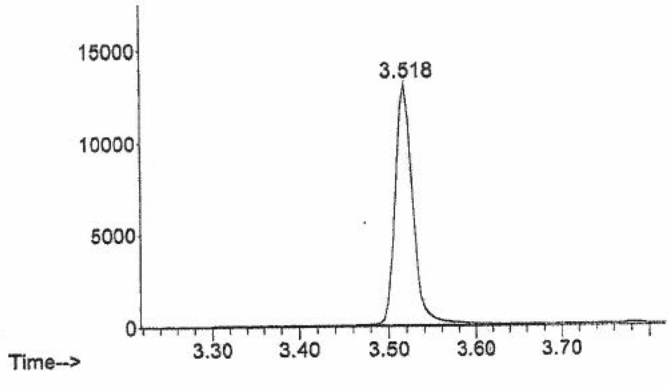
Q2 m/z 118.0



Tgt m/z 210.0(IntStd)



Q1 m/z 163.0



Printed on : 28 Aug 2023 3:26 am

89

083000d

CHAIN OF CUSTODY LOG

DATE	RELEASED BY	RECEIVED BY	PURPOSE
08/30/2023	Sign.	Sign.	R2 TO PTS/ ALIQUOT R1
Name	Name Temporary Storage	Name Long, Jennifer	
AUG 3 0 2023	Sign.	Sign.	R1 TO TEMP STORAGE
Name	Name JENNIFER LONG	Name PROCESSING TS	
Name	Sign. Name	Sign. Name	
Name	Sign. Name	Sign. Name	
Name	Sign. Name	Sign. Name	
Name	Sign. Name	Sign. Name	
Name	Sign. Name	Sign. Name	
Name	Sign. Name	Sign. Name	
Name	Sign. Name	Sign. Name	
Name	Sign. Name	Sign. Name	

WORKLIST : TXNDL

ACCESSION	PARTICIPANT	UNIT CODE	STORAGE BOX/ROW/COL	
D812255	[redacted]	8408N	P060044/G/5	Split Rec'd
D871483	[redacted]	8408N	P060104/I/7	
D816399	[redacted]	8408N	P060113/A/1	LOW VOLUME
D792415	[redacted]	8408N	P060113/A/B	
D876072	[redacted]	8408N	P060114/B/4	
D878256	[redacted]	8408N	P060117/D/2	Split Rec'd
D879851	[redacted]	8408N	P060117/D/6	
D878447	[redacted]	8408N	P060118/A/1	
D882505	[redacted]	8408N	P060120/C/9	Split Rec'd

WORKLIST : TXNDL

ACCESSION	PARTICIPANT	UNIT CODE	STORAGE BOX/ROW/COL	
D886321	[redacted]	8408N	P060120/D/8	Split Rec'd
D887096	[redacted]	8408N	P060120/D/9	Split Rec'd
D862960	[redacted]	8408N	P060120/E/2	Split Rec'd
D875381	[redacted]	8408N	P060120/F/6	
D890915	[redacted]	8408N	P060126/I/1	Split Rec'd
D887640	[redacted]	8408N	P060130/C/2	
D883350	[redacted]	8408N	P060131/D/4	
D894879	[redacted]	8408N	P060132/A/1	Split Rec'd
D883329	[redacted]	8408N	P060133/D/1	
D882697	[redacted]	8408N	P060133/D/2	
D891022	[redacted]	8408N	P060159/G/6	

D894038 - JL 8.30.23

Total accessions for worklist TXNDL = 20

^NDATWP18
WORKLIST: TXNDL LOAD: 0830001 d, 1-AMPHETAMIN BY GC/MS 08/30/2023 5:31P PAGE: 1

This load contains 21 sample(s) with a Received Date/Time older than 48 hours.

	SIGNATURE	PRINTED NAME	DATE
INTERPRETED BY:		TRACY REYNOLDS	SEP 01 2023
REVIEWED/ RELEASED BY:	William K Floyd	WILLIAM K. FLOYD	SEP 01 2023

ALIQUOT CHAIN OF CUSTODY LOG

DATE	RELEASED BY	RECEIVED BY	PURPOSE
08/30/23	SIGN. NAME Long, Jennifer	SIGN. NAME PASS THRU	TEMP STORAGE
AUG 30 2023	SIGN. NAME PASS THRU	SIGN. NAME ERIN RAMBO	TRANSFER
AUG 30 2023	SIGN. NAME ERIN RAMBO	SIGN. NAME ETS	TEMP STORAGE
AUG 30 2023	SIGN. NAME ETS	SIGN. NAME BAILEY KINNEY	QT Aliquot/ Discard Excess
AUG 30 2023	SIGN. NAME BAILEY KINNEY	SIGN. NAME TEMP STORAGE	TEMP STORAGE
AUG 31 2023	SIGN. NAME TEMP STORAGE	SIGN. NAME BAILEY KINNEY	EXTRACTION
AUG 31 2023	SIGN. NAME BAILEY KINNEY	SIGN. NAME GCMS TS	TEMP STORAGE
AUG 31 2023	SIGN. NAME GCMS TS	SIGN. NAME AMY VANG	TRANSFER
AUG 31 2023	SIGN. NAME AMY VANG	SIGN. NAME GCMS A13	INJECT
AUG 31 2023	SIGN. NAME GCMS A13	SIGN. NAME PHOEBE MWASHIGADI	TRANSFER
AUG 31 2023	SIGN. NAME PHOEBE MWASHIGADI	SIGN. NAME VIAL TS	TEMP STORAGE
	SIGN. NAME	SIGN. NAME	
	SIGN. NAME	SIGN. NAME	
	SIGN. NAME	SIGN. NAME	
	SIGN. NAME	SIGN. NAME	
	SIGN. NAME	SIGN. NAME	

SEQ	INSTR ID	ACCESSION	PARTICIPANT	CLIENT #	REQ #/ SpecimenID	EMIT	ST	WORKLIST

1 *CAL

dmeth 47 lmeth 53

2 *80L/20D

dmeth 20 lmeth 80

3 *80/20 NRC

dmeth 21 lmeth 79

4 *CARRYOVER

dmeth 46 lmeth 54

5 *NEG

dmeth 0 lmeth 0

6 D883350 [redacted] 65025821 8241204 WS Not Defined
7202751125

Dilution: Sample____ Diluent____ Dilution Factor_____

dmeth 92 lmeth 8 REM1 ____QLMAMP ____QDMAMP ____

METH=872

7 D882505 [redacted] 10767836 8240502 WS Not Defined
7929044960

TXNAMMS2 No Load TXNFED No Load TXNQUANT2 No Load

Dilution: Sample 100 Diluent 1900 Dilution Factor 20

dmeth 92 lmeth 8 REM1 ____QLMAMP ____QDMAMP ____

METH 31002C

8 D876072 [redacted] 65010478 8235084 WS Not Defined
7202806606

Dilution: Sample 100 Diluent 1900 Dilution Factor 20

dmeth 92 lmeth 8 REM1 ____QLMAMP ____QDMAMP ____

MAMP=38,043 C

SEQ	INSTR ID	ACCESSION	PARTICIPANT	CLIENT #	REQ #/ SpecimenID	EMIT ST	WORKLIST
9		D886321	[redacted]	11468247	8245990 7913139965	WS Not Defined	

TXNAMMS2 No Load TXNFED No Load TXNQUANT2 No Load

Dilution: Sample_____ Diluent_____ Dilution Factor_____

dmeth 92 lmeth 8 REM1 _____QLMAMP _____QDMAMP _____

METH 520

10		D887640	[redacted]	10848522	8246922 7202705636	WS Not Defined	

Dilution: Sample_____ Diluent_____ Dilution Factor_____

dmeth 92 lmeth 8 REM1 _____QLMAMP _____QDMAMP _____

METH 2169

11		D862960	[redacted]	80140615	1928215	WS Not Defined	

TXNAMMS2 0825006 17 TXNAMMS2 No Load TXNFED No Load
TXNMDAMS2 No Load TXNQUANT2 No Load

Dilution: Sample 200 Diluent 1800 Dilution Factor 10

dmeth 91 lmeth 9 REM1 _____QLMAMP _____QDMAMP _____

METH 180038

12		D882697	[redacted]	11612447	8240663 7202812895	WS Not Defined	

Dilution: Sample 200 Diluent 1800 Dilution Factor 10

dmeth 92 lmeth 8 REM1 _____QLMAMP _____QDMAMP _____

METH=8399

9218

13		D887096	[redacted]	10105826	2024464	WS Not Defined	

TXNAMMS2 No Load TXNFED No Load TXNQUANT2 No Load

Dilution: Sample_____ Diluent_____ Dilution Factor_____

dmeth 91 lmeth 9 REM1 _____QLMAMP _____QDMAMP _____

METH 2833

9119

SEQ	INSTR ID	ACCESSION	PARTICIPANT	CLIENT #	REQ #/ SpecimenID	EMIT ST	WORKLIST
14		D878447	[redacted]	65000614	8237081 7202766166	WS Not Defined	

Dilution: Sample 200 Diluent 1800 Dilution Factor 10

dmeth 92 lmeth 8 REM1 ____ QLMAMP ____ QDMAMP ____

MAMP 13,643C

9218

15		D890915	[redacted]	65124829	8250053 7930329712	WS Not Defined	

Dilution: Sample ____ Diluent ____ Dilution Factor ____

dmeth 92 lmeth 8 REM1 ____ QLMAMP ____ QDMAMP ____

METH = 522

9218

16		D792415	[redacted]	10272757	5504763	WS Not Defined	

Dilution: Sample 100 Diluent 1900 Dilution Factor 20

dmeth 92 lmeth 8 REM1 ____ QLMAMP ____ QDMAMP ____

MAMP=30,004

9218

17		D894879	[redacted]	11126013	0478962	WS Not Defined	

Dilution: Sample ____ Diluent ____ Dilution Factor ____

dmeth 92 lmeth 8 REM1 ____ QLMAMP ____ QDMAMP ____

METH = 1504

9218

18		D883329	[redacted]	11727254	8241189 7301599834	WS Not Defined	

Dilution: Sample ____ Diluent ____ Dilution Factor ____

dmeth 92 lmeth 8 REM1 ____ QLMAMP ____ QDMAMP ____

METH=716

9218

19		D879851	[redacted]	93083603	8238269 CC14224232	WS Not Defined	

Dilution: Sample ____ Diluent ____ Dilution Factor ____

dmeth 92 lmeth 8 REM1 ____ QLMAMP ____ QDMAMP ____

MAMP=478

9218

SEQ	INSTR ID	ACCESSION	PARTICIPANT	CLIENT #	REQ #/ SpecimenID	EMIT ST	WORKLIST
20		D878256	[redacted]	11704580	8236917 7932061818	WS Not Defined	

Dilution: Sample____ Diluent____ Dilution Factor____

dmeth 92 lmeth 0 REM1 ____QLMAMP ____QDMAMP ____

MAMP=348

21		D958908	[redacted]	20009998	8331011	WS Not Defined	

Dilution: Sample____ Diluent____ Dilution Factor____

dmeth 0 lmeth 0 REM1 ____QLMAMP ____QDMAMP ____

22		D875381	[redacted]	10557822	2290024	WS Not Defined	

Dilution: Sample 100 Diluent 1900 Dilution Factor 20

dmeth 92 lmeth 8 REM1 ____QLMAMP ____QDMAMP ____

MAMP=73,901 C

23		D812255	[redacted]	10096752	8174217 7930289578	WS Not Defined	

TX10S No Load TXNAMMS2 No Load

Dilution: Sample____ Diluent____ Dilution Factor____

dmeth 92 lmeth 8 REM1 ____QLMAMP ____QDMAMP ____

M=1,009 ZR 8/30/23

24		D891022	[redacted]	11626848	6304922	WS Not Defined	

Dilution: Sample 200 Diluent 1800 Dilution Factor 10

dmeth 92 lmeth 8 REM1 ____QLMAMP ____QDMAMP ____

METH=7624

25		D871483	[redacted]	10536617	8231111 QD20274359	WS Not Defined	

Dilution: Sample____ Diluent____ Dilution Factor____

dmeth 92 lmeth 8 REM1 ____QLMAMP ____QDMAMP ____

MA=784

SEQ	INSTR ID	ACCESSION	PARTICIPANT	CLIENT #	REQ #/ SpecimenID	EMIT ST	WORKLIST
26		D816399	[redacted]	10848512	8177650 7923365481	WS Not Defined	

Dilution: Sample 20 Diluent 1980 Dilution Factor 100

dmeth 92 lmeth 8 REM1 _____ QLMAMP _____ QDMAMP _____

MAMP=372,788

27		D894038	541947992	65124829	8252337 7930329713	WS Not Defined	

Dilution: Sample _____ Diluent _____ Dilution Factor _____

dmeth 92 lmeth 8 REM1 _____ QLMAMP _____ QDMAMP _____

METH = 531

28 *DPOS

dmeth 92 lmeth 8

92/8

END OF WORKLIST

Worklist TXNDL Load 0830001 Verified 08/30/2023_05:32PM by KSJL12

Seq	Accn	Req. #/ ETI	Donor ID	Bottle ID	Status
6	D883350	8241204 / 7202751125	[redacted]	7202751125	Verified
7	D882505	8240502 / 7929044960	[redacted]	7929044960	Verified
8	D876072	8235084 / 7202806606	[redacted]	7202806606	Verified
9	D886321	8245990 / 7913139965	[redacted]	7913139965	Verified
10	D887640	8246922 / 7202705636	[redacted]	7202705636	Verified
11	D862960	1928215 / 1928215	[redacted]	R1928215	Verified
12	D882697	8240663 / 7202812895	[redacted]	7202812895	Verified
13	D887096	2024464 / 2024464	[redacted]	R2024464	Verified
14	D878447	8237081 / 7202766166	[redacted]	7202766166	Verified
15	D890915	8250053 / 7930329712	[redacted]	7930329712	Verified
16	D792415	5504763 / 5504763	[redacted]	R5504763	Verified
17	D894879	0478962 / 0478962	[redacted]	R0478962	Verified
18	D883329	8241189 / 7301599834	[redacted]	7301599834	Verified
19	D879851	8238269 / CC14224232	[redacted]	CC14224232	Verified
20	D878254	8236917 / 7932061818	[redacted]	7932061818	Verified
21	D958908	8331011	[redacted]	Blind	
22	D875381	2290024 / 2290024	[redacted]	R2290024	Verified
23	D812255	8174217 / 7930289578	[redacted]	7930289578	Verified
24	D891022	6304922 / 6304922	[redacted]	R6304922	Verified
25	D871483	8231111 / QD20274359	[redacted]	QD20274359	Verified
26	D816399	8177650 / 7923365481	[redacted]	7923365481	Verified
27	D894038	8252337 / 7930329713	541947992	7930329713	Verified

The identification of the above requisitions have been reviewed and verified.

Reviewed by: William K. Floyd SEP 01 2023

WILLIAM K. FLOYD

*** End of Load ***

Box # 2

Quest Diagnostics

MS VIAL DISPOSAL LOG

RUN	INITIAL/DATE	Removed for analysis (sign & date)	Disposed (√)	Comment
TXNCOMS 0829004	M 8·30·23		√	
TXNPOMS 0829001	MH 8·30·23		√	
TXNBRMS 0829001	M 8·30·23		√	
TxoAmms2 0829002	AV AUG 30 2023		√	
TXNDL 0829002	AV AUG 30 2023		√	
TxNDL 0829001	AV AUG 30 2023		√	
TXNDL 083023RS	AV AUG 30 2023		√	
TXNMDAMS2 0829003	AV AUG 30 2023		√	
TxoAmms2 0829003	AV AUG 30 2023		√	
TXNMDAMS2 0829002	AV AUG 30 2023		√	
TXHCOTC 0829001	AV 08/31/23		√	
SBISCCN 0830001 Archive 0829003	AV 08/31/23		√	
TXNDPMS2M 0829003	AV 08/31/23		√	
TXNDPMS2 0830001	AV 08/31/23		√	
TXNOMS 0829003	AV 08/31/23		√	
TXNCOMS 0829006	AV 08/31/23		√	
Txocoms2 0829002	AV 08/31/23		√	
TXNMDAMS2 0830001	AV AUG 31 2023		√	
TXHCOTC 083023Val1,2,3	AV AUG 31 2023		√	
TXOAMMS2 083023Val123	AV AUG 31 2023		√	
TXNCOMS 0830002	AV 08/31/23		√	
TXNDPMS2 0830001	AV 08/31/23		√	
TXNMDAMS2 0830002	AV AUG 31 2023		√	
TXNPCMS 0830001	RP 8/31/23		√	
TXNBRMS 0830001	RP 8/31/23		√	
TXOCOMS2 0830001	RP 8/31/23		√	
TXNMDAMS 0830002	RP 8/31/23		√	
TXNBRMS 0830002	RP 8/31/23		√	
TXHCOTC 0830001	PM 8·31·23		√	
TXNCOMS 0830005	PM 8·31·23		√	
TXNDL 0830001	PM 08·31·23		√	
TXNCOMS 0830007	PM 08·31·23		√	
TXNDPMS2M 0830002	PM 08·31·23		√	
TXOAMMS2 0829001	PM 08·31·23		√	

ALS Vials Discarded by:

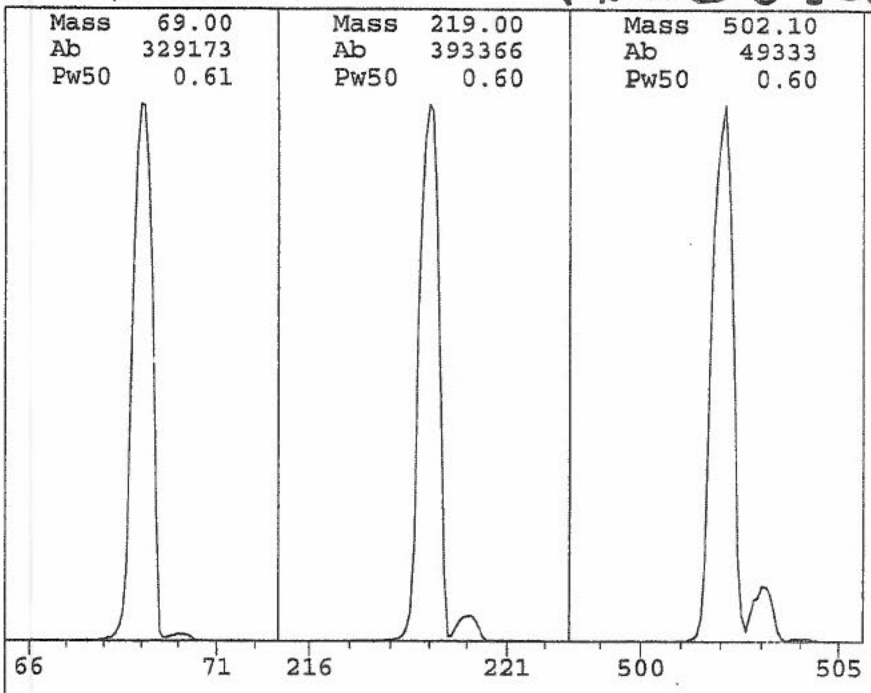
Sign:

Print/Date: Justin Lee 9/9/23

Wed Aug 30 10:19:58 2023
C:\MSDCHEM\1\5973N\atune.u

NNRL 083001

Instrument: A13 99
US21854701

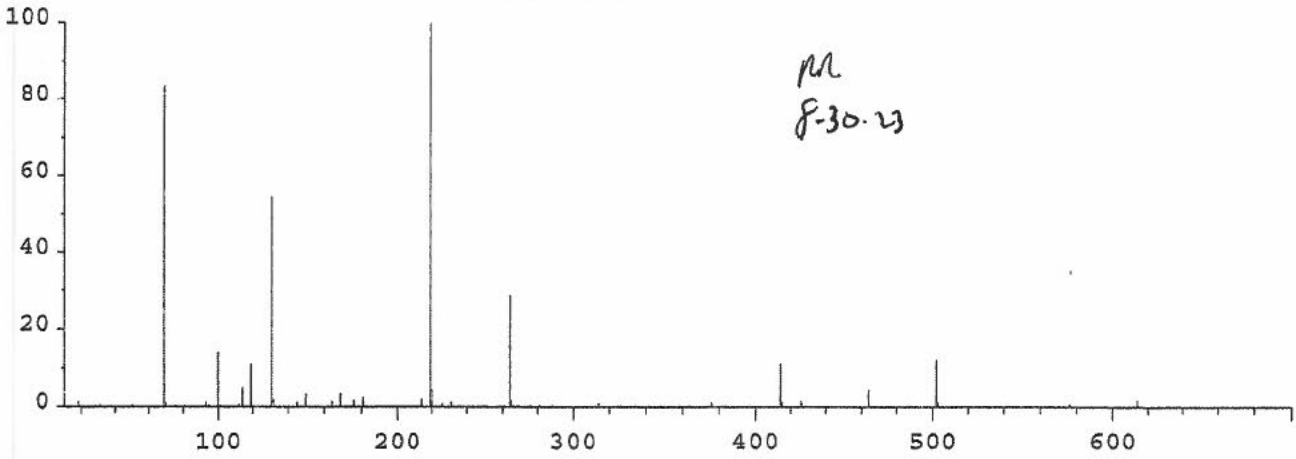


Ion Pol	Pos	MassGain	257
		MassOffs	-10
Emission	34.6	AmuGain	2345
EIEnrgy	69.9	AmuOffs	126
Filament	1	Wid219	-0.035
		DC Pol	Pos
Repeller	25.93		
IonFcus	67.4	HEDEnab	On
EntLens	12.0	EMVolts	1071
EntOffs	16.31		
		Samples	8
PFTBA	Open	Averages	3
		Stepsize	0.10

Temperatures and Pressures:

MS Source	230	TurboSpd	100
MS Quad	150		

Scan: 10.00 - 700.00 Samples: 8 Thresh: 100 Step: 0.10
122 peaks Base: 219.00 Abundance: 358400



MR
8-30-23

Mass	Abund	Rel Abund	Iso Mass	Iso Abund	Iso Ratio
69.00	299072	100.00	70.00	3373	1.13
219.00	358400	119.84	220.00	15926	4.44
502.00	44256	14.80	503.00	4385	9.91

Air/Water Check: H2O~1.42% N2~0.50% O2~0.28% CO2~0.11% N2/H2O~35.45%

Column Flow: Front: 0.999 Back: 0 ml/min. Interface Temp: 250

Ramp Criteria:
Ion Focus Maximum 90 volts using ion 502; EM Gain 116009
Repeller Maximum 32 volts using ion 219; Gain Factor 1.16

TA
8/30/23

MassGain Values(Samples): 257(3) 257(2) 257(1) 257(0) 257(FS)

TARGET MASS:	50	69	131	219	414	502	800
Amu Offset:	126.0	126.0	126.0	126.0	126.0	126.0	126.0
Entrance Lens Offset:	16.3	16.3	16.3	16.3	16.3	16.3	16.3

WKF 9/1/23

Quest Diagnostics

Confirmation Certification Checklist

By signing below, I certify I have reviewed the following documents for confirmation batch ID TNDL 083000.

CONFIRMATION REVIEW

- Calibrator(s)/Controls (Open and QA) acceptable
- Control Range Sheet
  - Verified Lot #
  - Controls within range
- Confirmation Data (chromatograms) including Original Data Packet when applicable
- Autotune acceptable, record batch ID. (if applicable)
- Worklist documentation
- Initial Certifying Scientist Batch Summary Report (if applicable)
- Final Certifying Scientist Batch Summary Report
- Sequence Table (Seq verification and Solvent verification)
- Internal Standard Abundance Criteria worksheet when applicable
- D/L Calculation worksheet when applicable -verify version
- Corrective Action(s) (if applicable)
- Certification Summary Report
- Solvent Lot Tracking Sheet (if applicable)
- Retention Time/ Ion Ratio Check Sheet (if applicable)
- Retention Order Check Sheet (if applicable)

CHAIN OF CUSTODY REVIEW

- Internal aliquot chain of custody (worklist)
- Internal bottle chain of custody, record batch ID. (pull list)

TRACY REYNOLDS SEP 01 2023

Interpreted by (Name/Date/Signature): _____

William K. Floyd SEP 01 2023

Certification completed and batch released by: _____

Certifying Scientist (Name/Date/Signature)

Confirmation Re-Certification

By signing below, I certify I have reviewed the documents listed above and the confirmation data (chromatogram) for sample(s) of interest.

_____ Certifying Scientist: Name/Date/Signature

_____ Certifying Scientist: Name/Date/Signature

_____ Certifying Scientist: Name/Date/Signature

_____ Certifying Scientist: Name/Date/Signature

Version 3

NDATWP18
WORKLIST: TXNDL LOAD: 0830001 d, 1-AMPHETAMIN BY GC/MS 09/01/2023 7:08A PAGE: 2

SEQ	INSTR ID	ACCESSION	PARTICIPANT	CLIENT #	REQ #/ SpecimenID	EMIT	ST	WORKLIST
1		*CAL						
dmeth 47 lmeth 53								
2		*80L/20D						
dmeth 20 lmeth 80								
3		*80/20 NRC						
dmeth 21 lmeth 79								
4		*CARRYOVER						
dmeth 46 lmeth 54								
5		*NEG						
dmeth 0 lmeth 0								
6		D883350	[redacted]	65025821	8241204 7202751125		WS	Not Defined
Dilution: Sample_____ Diluent_____ Dilution Factor_____								
dmeth 92 lmeth 8 REM1 DNR QLMAMP 8 QDMAMP 92								
METH=872								
7		D882505	[redacted]	10767836	8240502 7929044960		WS	Not Defined
TXNAMMS2 No Load TXNFED No Load TXNQUANT2 No Load								
Dilution: Sample_____ Diluent_____ Dilution Factor_____								
dmeth 92 lmeth 8 REM1 DNR QLMAMP 8 QDMAMP 92								
METH 31002C								
8		D876072	[redacted]	65010478	8235084 7202806606		WS	Not Defined
Dilution: Sample_____ Diluent_____ Dilution Factor_____								
dmeth 92 lmeth 8 REM1 DNR QLMAMP 8 QDMAMP 92								
MAMP=38,043 C								

NDATWP18
WORKLIST: TXNDL LOAD: 0830001 d, 1-AMPHETAMIN BY GC/MS 09/01/2023 7:08A PAGE: 3

SEQ	INSTR ID	ACCESSION	PARTICIPANT	CLIENT #	REQ #/ SpecimenID	EMIT	ST	WORKLIST
9		D886321	[redacted]	11468247	8245990 7913139965	WS Not Defined		

TXNAMMS2 No Load TXNFED No Load TXNQUANT2 No Load

Dilution: Sample_____ Diluent_____ Dilution Factor_____

dmeth 92 lmeth 8 REM1 DNR QLMAMP 8 QDMAMP 92

METH 520

10		D887640	[redacted]	10848522	8246922 7202705636	WS Not Defined		

Dilution: Sample_____ Diluent_____ Dilution Factor_____

dmeth 92 lmeth 8 REM1 DNR QLMAMP 8 QDMAMP 92

METH 2169

11		D862960	[redacted]	80140615	1928215	WS Not Defined		

TXNAMMS2 0825006 17 TXNAMMS2 No Load TXNFED No Load
TXNMDAMS2 No Load TXNQUANT2 No Load

Dilution: Sample_____ Diluent_____ Dilution Factor_____

dmeth 91 lmeth 9 REM1 DNR QLMAMP 9 QDMAMP 91

METH 180038

12		D882697	[redacted]	11612447	8240663 7202812895	WS Not Defined		

Dilution: Sample_____ Diluent_____ Dilution Factor_____

dmeth 92 lmeth 8 REM1 DNR QLMAMP 8 QDMAMP 92

METH=8399

13		D887096	[redacted]	10105826	2024464	WS Not Defined		

TXNAMMS2 No Load TXNFED No Load TXNQUANT2 No Load

Dilution: Sample_____ Diluent_____ Dilution Factor_____

dmeth 91 lmeth 9 REM1 DNR QLMAMP 9 QDMAMP 91

METH 2833

NDATWP18
WORKLIST: TXNDL LOAD: 0830001 d, 1-AMPHETAMIN BY GC/MS 09/01/2023 7:08A PAGE: 4

SEQ	INSTR ID	ACCESSION	PARTICIPANT	CLIENT #	REQ #/ SpecimenID	EMIT ST	WORKLIST
14		D878447	[redacted]	65000614	8237081 7202766166	WS Not Defined	

Dilution: Sample_____ Diluent_____ Dilution Factor_____

dmeth 92 lmeth 8 REM1 DNR QLMAMP 8 QDMAMP 92

MAMP 13,643C

15		D890915	[redacted]	65124829	8250053 7930329712	WS Not Defined	

Dilution: Sample_____ Diluent_____ Dilution Factor_____

dmeth 92 lmeth 8 REM1 DNR QLMAMP 8 QDMAMP 92

METH = 522

16		D792415	[redacted]	10272757	5504763	WS Not Defined	

Dilution: Sample_____ Diluent_____ Dilution Factor_____

dmeth 92 lmeth 8 REM1 DNR QLMAMP 8 QDMAMP 92

MAMP=30,004

17		D894879	[redacted]	11126013	0478962	WS Not Defined	

Dilution: Sample_____ Diluent_____ Dilution Factor_____

dmeth 92 lmeth 8 REM1 DNR QLMAMP 8 QDMAMP 92

METH = 1504

18		D883329	[redacted]	11727254	8241189 7301599834	WS Not Defined	

Dilution: Sample_____ Diluent_____ Dilution Factor_____

dmeth 92 lmeth 8 REM1 DNR QLMAMP 8 QDMAMP 92

METH=716

19		D879851	[redacted]	93083603	8238269 CC14224232	WS Not Defined	

Dilution: Sample_____ Diluent_____ Dilution Factor_____

dmeth 92 lmeth 8 REM1 DNR QLMAMP 8 QDMAMP 92

MAMP=478

NDATWP18
WORKLIST: TXNDL LOAD: 0830001 d, 1-AMPHETAMIN BY GC/MS 09/01/2023 7:08A PAGE: 5

SEQ	INSTR ID	ACCESSION	PARTICIPANT	CLIENT #	REQ #/ SpecimenID	EMIT ST	WORKLIST
20		D878256	[redacted]	11704580	8236917 7932061818	WS	Not Defined
	Dilution: Sample_____	Diluent_____	Dilution Factor_____				
dmeth 92	lmeth 8	REM1 DNR	QLMAMP 8	QDMAMP 92			
MAMP=348							
21		D958908	[redacted]	20009998	8331011	WS	Not Defined
	Dilution: Sample_____	Diluent_____	Dilution Factor_____				
dmeth 0	lmeth 0	REM1 DNR	QLMAMP 0	QDMAMP 0			
22		D875381	[redacted]	10557822	2290024	WS	Not Defined
	Dilution: Sample_____	Diluent_____	Dilution Factor_____				
dmeth 92	lmeth 8	REM1 DNR	QLMAMP 8	QDMAMP 92			
MAMP=73,901 C							
23		D812255	[redacted]	10096752	8174217 7930289578	WS	Not Defined
TX10S No Load	TXNAMMS2 No Load						
	Dilution: Sample_____	Diluent_____	Dilution Factor_____				
dmeth 92	lmeth 8	REM1 DNR	QLMAMP 8	QDMAMP 92			
24		D891022	[redacted]	11626848	6304922	WS	Not Defined
	Dilution: Sample_____	Diluent_____	Dilution Factor_____				
dmeth 92	lmeth 8	REM1 DNR	QLMAMP 8	QDMAMP 92			
METH=7624							
25		D871483	[redacted]	10536617	8231111 QD20274359	WS	Not Defined
	Dilution: Sample_____	Diluent_____	Dilution Factor_____				
dmeth 92	lmeth 8	REM1 DNR	QLMAMP 8	QDMAMP 92			
MA=784							

NDATWP18
WORKLIST: TXNDL LOAD: 0830001 d, 1-AMPHETAMIN BY GC/MS 09/01/2023 7:08A PAGE: 6

SEQ	INSTR ID	ACCESSION	PARTICIPANT	CLIENT #	REQ #/ SpecimenID	EMIT	ST	WORKLIST
26		D816399	[redacted]	10848512	8177650 7923365481	WS Not Defined		

Dilution: Sample_____ Diluent_____ Dilution Factor_____

dmeth 92 lmeth 8 REM1 DNR QLMAMP 8 QDMAMP 92

MAMP=372,788

27		D894038	541947992	65124829	8252337 7930329713	WS Not Defined		

Dilution: Sample_____ Diluent_____ Dilution Factor_____

dmeth 92 lmeth 8 REM1 DNR QLMAMP 8 QDMAMP 92

METH = 531

28 *DPOS

dmeth 92 lmeth 8

END OF WORKLIST

Non Instrument worklistWORKLIST: TXNDL Load: 0830001 09/01/2023 07:08:01 AM PAGE

Open QC OK
Blind QC OK

Reviewed and Verified by William K Floyd WILLIAM K. FLOYD Date: SEP 01 2023

CUP	ACCESSION	PART-ID	INST-ID							
1	*CAL			dmeth	=	(47)	lmeth	=	(53)	QC ID = CAL
2	*80L/20D			dmeth	=	(20)	lmeth	=	(80)	QC ID = 80L/20D
3	*80/20 NRC			dmeth	=	(21)	lmeth	=	(79)	QC ID = 80/20 NRC
4	*CARRYOVER			dmeth	=	(46)	lmeth	=	(54)	QC ID = CARRYOVER
5	*NEG			dmeth	=	(0)	lmeth	=	(0)	QC ID = NEG
6		D883350								
7		D882505								
8		D876072								
9		D886321								
10		D887640								
11		D862960								
12		D882697								
13		D887096								
14		D878447								
15		D890915								
16		D792415								
17		D894879								
18		D883329								
19		D879851								
20		D878256								
21	*	D958908								QA BLIND ID=NEGATIVE
22		D875381								
23		D812255								
24		D891022								
25		D871483								
26		D816399								
27		D894038	541947992							
28	*DPOS			dmeth	=	(92)	lmeth	=	(8)	QC ID = DPOS

Batch Summary Report
Quest Diagnostics

Batch Dir.: TXNDL0830001

Acquisition Date: 8/31/2023 4:9 pm
Drug Class: Amphetamine
Batch Name: TXNDL0830001
Original Method File: C:\MSDCHEM\1\DATA\TXNDL0830001\DLMETH URINE M
Original Data Path: C:\MSDCHEM\1\DATA\TXNDL0830001

Instrument Name: A13
Operator:
Ion Ratio Range: +/-20%
Retention Time Range: +/-2%

Calibration File Information						Quantitation Database				
Compound Name	Calib. Conc.	File Name	Calc. Conc.	Sample Name	RT	Ratio 1	Ratio 2	ISTD Ratio 1	ISTD Ratio 2
L-Methamphetamine	250.00	003CA002.D	256.60	DL CALIBRATOR	7.35	12.28	0.00	83.64	
D-Methamphetamine	250.00		256.60		7.33	74.80	0.00	83.64	

Run No.	Compound Name	Result	File Name	Calc. Conc.	Sample Name	Target RT	Target Ratio1	Target Ratio2	ISTD Ratio1	ISTD Ratio2
1	L-Methamphetamine	BAD ISTD	001BR001.D	28.87	RT	7.39	*250.00	0.00	0.00	
1	D-Methamphetamine	BAD ISTD		28.87		7.29	*250.00	0.00	0.00	
2	L-Methamphetamine	DETECTED	002BR002.D	256.60	RT	7.35	19.30	0.00	83.91	
2	D-Methamphetamine	DETECTED		261.22		7.34	74.61	0.00	83.91	
3	L-Methamphetamine	CALIBRATOR	003CA003.D	250.00	DL CALIBRATOR	7.33	13.25	0.00	83.64	
3	D-Methamphetamine	CALIBRATOR		250.00		7.33	74.00	0.00	83.64	
4	L-Methamphetamine	CALIBRATOR	004CA004.D	250.00	DL CALIBRATOR	7.35	13.26	0.00	83.64	
4	D-Methamphetamine	CALIBRATOR		250.00		7.33	74.00	0.00	83.64	
5	L-Methamphetamine	DETECTED	005BR005.D	191.54	10 39 CONTROL	7.38	12.63	0.00	83.94	
5	D-Methamphetamine	DETECTED		53.06		7.34	70.56	0.00	83.94	
6	L-Methamphetamine	DETECTED	006BR006.D	363.56	50 38 HRC	7.35	71.66	0.00	83.90	
6	D-Methamphetamine	DETECTED		187.34		7.33	78.34	0.00	83.90	
7	L-Methamphetamine	TOO HIGH	007BR007.D	10107.39	Carryover CONTROL	7.39	89.49	0.00	83.89	
7	D-Methamphetamine	DETECTED		6737.59		7.39	66.25	0.00	83.89	
8	L-Methamphetamine	NEGATIVE	008BR008.D	0.61	Negative CONTROL	7.39	*304.00	0.00	83.53	
8	D-Methamphetamine	DETECTED		2.34		7.32	83.97	0.00	83.53	
9	L-Methamphetamine	DETECTED	009BR009.D	60.38	DM3355	7.38	73.73	0.00	83.87	
9	D-Methamphetamine	DETECTED		675.31		7.34	76.23	0.00	83.87	
10	L-Methamphetamine	DETECTED	010BR010.D	6977.70	DM2500-20	7.38	72.45	0.00	83.90	
10	D-Methamphetamine	TOO HIGH		30164.83		7.34	74.39	0.00	83.90	
11	L-Methamphetamine	DETECTED	011BR011.D	2015.30	DM1562-20	7.38	73.30	0.00	83.90	
11	D-Methamphetamine	TOO HIGH		29151.31		7.34	75.37	0.00	83.90	
12	L-Methamphetamine	DETECTED	012BR012.D	37.69	DM0221	7.38	74.77	0.00	83.78	
12	D-Methamphetamine	DETECTED		902.49		7.34	74.91	0.00	83.78	
13	L-Methamphetamine	DETECTED	013BR013.D	166.83	DM3560	7.38	73.11	0.00	83.58	
13	D-Methamphetamine	DETECTED		2078.18		7.34	73.69	0.00	83.58	
14	L-Methamphetamine	TOO HIGH	014BR014.D	12630.01	DM2500-10	7.35	71.88	0.00	83.61	
14	D-Methamphetamine	TOO HIGH		150853.59		7.27	66.86	0.00	83.61	
15	L-Methamphetamine	DETECTED	015BR015.D	644.16	DM0062-10	7.38	73.38	0.00	83.57	
16	D-Methamphetamine	DETECTED		8533.91		7.34	73.93	0.00	83.57	
16	L-Methamphetamine	DETECTED	016BR014.D	315.44	DM2066	7.38	73.79	0.00	83.84	
16	D-Methamphetamine	DETECTED		2043.69		7.35	75.06	0.00	83.84	
17	L-Methamphetamine	DETECTED	017BR018.D	1081.91	DM1562-10	7.39	79.79	0.00	83.54	
17	D-Methamphetamine	TOO HIGH		11875.62		7.34	74.43	0.00	83.54	
18	L-Methamphetamine	DETECTED	018BR018.D	55.14	DM0015	7.38	74.39	0.00	83.88	
18	D-Methamphetamine	DETECTED		476.28		7.34	74.78	0.00	83.88	
19	L-Methamphetamine	DETECTED	019BR017.D	2003.48	DM1015-20	7.39	73.25	0.00	83.18	
19	D-Methamphetamine	TOO HIGH		27349.18		7.34	74.26	0.00	83.18	
20	L-Methamphetamine	DETECTED	020BR013.D	102.27	DM0079	7.35	72.65	0.00	83.44	
20	D-Methamphetamine	DETECTED		1419.60		7.34	74.37	0.00	83.44	
21	L-Methamphetamine	DETECTED	021BR019.D	42.37	DM2339	7.38	75.65	0.00	82.91	
21	D-Methamphetamine	DETECTED		692.35		7.34	73.84	0.00	82.91	
22	L-Methamphetamine	DETECTED	022BR020.D	33.26	DM7681	7.38	74.84	0.00	83.09	
22	D-Methamphetamine	DETECTED		453.75		7.34	74.68	0.00	83.09	
23	L-Methamphetamine	DETECTED	023BR021.D	28.39	DM1224	7.38	73.74	0.00	83.23	
23	D-Methamphetamine	DETECTED		327.73		7.34	74.88	0.00	83.23	
24	L-Methamphetamine	NEGATIVE	024BR022.D	0.04	DM0062**	7.38	*1700.00	0.00	83.53	
24	D-Methamphetamine	DETECTED		2.61		7.32	81.66	0.00	83.53	
25	L-Methamphetamine	DETECTED	025BR025.D	1013.38	DM1561-20	7.38	72.16	0.00	83.30	
25	D-Methamphetamine	TOO HIGH		12209.97		7.35	71.38	0.00	83.30	
26	L-Methamphetamine	DETECTED	026BR024.D	72.17	DM2256	7.38	72.82	0.00	83.36	
26	D-Methamphetamine	DETECTED		946.71		7.34	73.68	0.00	83.36	
27	L-Methamphetamine	DETECTED	026BR026.D	659.94	DM0023-10	7.38	73.33	0.00	83.13	
27	D-Methamphetamine	DETECTED		7172.73		7.34	74.62	0.00	83.13	
28	L-Methamphetamine	DETECTED	027BR029.D	68.79	DM1453	7.39	73.35	0.00	81.99	
28	D-Methamphetamine	DETECTED		767.99		7.34	74.31	0.00	81.99	
29	L-Methamphetamine	TOO HIGH	029BR027.D	24416.39	DM0200-100	7.39	73.75	0.00	83.43	
29	D-Methamphetamine	TOO HIGH		330884.65		7.35	73.68	0.00	83.43	
30	L-Methamphetamine	DETECTED	030BR030.D	34.06	DM4010	7.38	73.58	0.00	83.17	
30	D-Methamphetamine	DETECTED		452.17		7.34	74.01	0.00	83.17	
31	L-Methamphetamine	DETECTED	030BR028.D	17.58	D POS	7.38	76.27	0.00	81.82	
31	D-Methamphetamine	DETECTED		244.13		7.34	74.56	0.00	81.82	
32	L-Methamphetamine	BLANK	032BL002.D	0.00	BB	0.00	0.00	0.00	0.00	
32	D-Methamphetamine	BLANK		0.00		0.00	0.00	0.00	0.00	
33	L-Methamphetamine	BLANK	033BL000.D	0.00	BB	0.00	0.00	0.00	0.00	
33	D-Methamphetamine	BLANK		0.00		0.00	0.00	0.00	0.00	
34	L-Methamphetamine	DETECTED	034BR012.D	638.18	DM2500-10 POS	7.39	73.61	0.00	83.90	
34	D-Methamphetamine	DETECTED		6912.36		7.34	75.83	0.00	83.90	
35	L-Methamphetamine	DETECTED	035BR014.D	249.65	DM1562 POS	7.38	71.84	0.00	83.63	
35	D-Methamphetamine	DETECTED		2566.52		7.34	72.85	0.00	83.63	
36	L-Methamphetamine	DETECTED	036BR016.D	1037.61	DM1015-10 POS	7.38	73.22	0.00	83.18	
36	D-Methamphetamine	TOO HIGH		14166.39		7.34	74.31	0.00	83.18	
37	L-Methamphetamine	DETECTED	037BR015.D	34.72	DM1015 POS	7.38	73.81	0.00	83.16	
37	D-Methamphetamine	DETECTED		479.30		7.34	74.64	0.00	83.16	
38	L-Methamphetamine	DETECTED	038BR017.D	2051.22	DM2415-30 POS	7.38	73.45	0.00	82.78	
38	D-Methamphetamine	TOO HIGH		27458.39		7.34	73.87	0.00	82.78	
39	L-Methamphetamine	DETECTED	039BR018.D	106.35	DM4621 POS	7.38	72.67	0.00	83.11	
39	D-Methamphetamine	DETECTED		1403.48		7.34	74.48	0.00	83.11	
40	L-Methamphetamine	DETECTED	040BR019.D	41.06	DM5535 POS	7.38	73.13	0.00	83.36	
40	D-Methamphetamine	DETECTED		551.73		7.34	73.82	0.00	83.36	
41	L-Methamphetamine	DETECTED	041BR020.D	33.11	DM1561 POS	7.38	74.28	0.00	83.23	
41	D-Methamphetamine	DETECTED		451.44		7.34	74.18	0.00	83.23	
42	L-Methamphetamine	DETECTED	042BR021.D	21.96	DM7258 POS	7.38	72.75	0.00	82.43	
42	D-Methamphetamine	DETECTED		321.01		7.34	70.25	0.00	82.43	
43	L-Methamphetamine	NEGATIVE	043BR006.D	0.30	Negative CONTROL	7.38	*339.00	0.00	82.33	
43	D-Methamphetamine	DETECTED		2.26		7.32	80.49	0.00	82.33	
44	L-Methamphetamine	DETECTED	044BR023.D	17.94	D POS	7.38	76.63	0.00	82.99	
44	D-Methamphetamine	DETECTED		241.87		7.33	75.19	0.00	82.99	

End of Batch

Date of Printing: 8/31/2023

Quest Diagnostics

TXNDL

Batch ID 0830001

Acceptance	Cal	% L or D	Carryover	D Pos
L-Meth	40-60%	70-90%	40-60%	≤ 20%
D-Meth	40-60%	10-30%	40-60%	≥ 80%

Lot Numbers

I.S.	DL021623S	✓
Cal	DL051823C	✓
80L/20D	DL032423B	✓
NRC 80L/20D	DL032423A	✓
Carryover	DL032423CO	✓
Neg	I040623	✓
D Pos	DL032423P	✓

BK 8/30/23

Meth Confirm Rate	Dilution
0-5,000	Neat
5001-20,000	1:10
20,001-99,999	1:20
≥100,000	1:100

2 mL acceptable dilutions

	Sample (µL)	Negative (µL)
NEAT	2000	0
2	1000	1000
4	500	1500
10	200	1800
20	100	1900
40	50	1950
100	20	1980
Serial Dilutions		
200	1:2 then 1:100	
400	1:10 then 1:40	

Agilent Autotune Ranges

219 abundance: **>40%**
502 abundance: **>2.4%**
70 isotope: **0.5 - 1.6%**
220 isotope: **3.2 - 5.4%**
503 isotope: **7.9 - 12.3%**
water(18): <20 Air(28):<10
EMVolts <3000
Peak Width Pw50: 0.5 - 0.7 amu

Quest Diagnostics

D/L Load #	TXNDL0830001	Ratios		Ratios		
	Area of L	↓	Area of D	↓	% D	% L
Control or Accn #						
Cal	22995		20805		47	53
80% L	20317		5084		20	80
NRC 80% L	37231		9953		21	79
C.O. Ctrl	1110875		968277		46	54
Neg	0		0		#DIV/0!	#DIV/0!
D883350	3852		46055		92	8
D882505-20	10756		128621		92	8
D876072-20	14119		171549		92	8
D886321	3080		37157		92	8
D887640	9691		117114		92	8
D862960-10	131874		1515097		91	9
D882697-10 PCO	7944		95216		92	8
D887096 PCO	29325		325726		91	9
D878447-10 PCO	9183		112744		92	8
D890915 PCO	1546		18914		92	8
D792415-20 PCO	9890		119464		92	8
D894879 PCO	8985		106671		92	8
D883329 PCO	5216		63903		92	8
D879851 PCO	2368		29159		92	8
D878256 PCO	894		10462		92	8
D958908***	0		0		#DIV/0!	#DIV/0!
D875381-20	39492		475000		92	8
D812255	6089		72259		92	8
D891022-10	5366		65452		92	8
D871483	3674		45779		92	8
D816399-100	26666		316364		92	8
D894038	1760		22216		92	8
D POS	2124		25939		92	8
					#DIV/0!	#DIV/0!
					#DIV/0!	#DIV/0!
					#DIV/0!	#DIV/0!
					#DIV/0!	#DIV/0!
D Pos					#DIV/0!	#DIV/0!

Version 6

WKF
William K. Floyd SEP 0 1 2023

Quest Diagnostics

D/L Load #	0830001CONTINUED	Ratios		Ratios		
	Area of L	↓	Area of D	↓	% D	% L
Control or Accn #						
Cal	22995		20805		47	53
80% L	20317		5084		20	80
NRC 80% L	37231		9953		21	79
C.O. Ctrl	1110875		968277		46	54
Neg	0		0		#DIV/0!	#DIV/0!
D882697-10 PCO RE	7709		93380		92	8
D887096 PCO RE	29727		330395		91	9
D878447-10 PCO RE	9281		114848		92	8
D890915 PCO RE	1564		19163		92	8
D792415-20 PCO RE	10194		124264		92	8
D894879 PCO RE	8997		107502		92	8
D883329 PCO RE	5107		62605		92	8
D879851 PCO RE	2501		30846		92	8
D878256 PCO RE	899		10625		92	8
NEG CTRL	0		0		#DIV/0!	#DIV/0!
					#DIV/0!	#DIV/0!
					#DIV/0!	#DIV/0!
					#DIV/0!	#DIV/0!
					#DIV/0!	#DIV/0!
					#DIV/0!	#DIV/0!
					#DIV/0!	#DIV/0!
					#DIV/0!	#DIV/0!
					#DIV/0!	#DIV/0!
					#DIV/0!	#DIV/0!
					#DIV/0!	#DIV/0!
					#DIV/0!	#DIV/0!
					#DIV/0!	#DIV/0!
					#DIV/0!	#DIV/0!
					#DIV/0!	#DIV/0!
					#DIV/0!	#DIV/0!
					#DIV/0!	#DIV/0!
					#DIV/0!	#DIV/0!
D Pos	2089		25482		92	8

Version 6

WKF
William K. Floyd SEP 0 1 2023

PRE-RUN BATCH FILE SUMMARY A13

Post-Batch Name : C:\msdchem\1\sequence\TXNDL0830001.S
Original Data Path : C:\MSDCHEM\1\DATA\
Last Modified on : 31 Aug 2023 at 03:47 am

Method: DLMETH URINE.M; Intelligent Sequencing: Off First Blank: 96

Line	SampleType	Vial	Sample Name	Multiplier
1)	BATCHDIR - TXNDL0830001			
2)	Specimen	1	RT	1.00
3)	Specimen	2	RT	1.00
4)	Calibrator	2	D/L CALIBRATOR	1.00
5)	REQTSTDS			
6)	Specimen	3	80:20 CONTROL	1.00
7)	Specimen	4	80:20 NRC	1.00
8)	Specimen	5	Carryover CONTROL	1.00
9)	Specimen	6	Negative CONTROL	1.00
10)	Specimen	7	D883350	1.00
11)	Specimen	8	D882505-20	20.00
12)	Specimen	9	D876072-20	20.00
13)	Specimen	10	D886321	1.00
14)	Specimen	11	D887640	1.00
15)	Specimen	12	D862960-10	10.00
16)	Specimen	13	D882697-10	10.00
17)	Specimen	14	D887096	1.00
18)	Specimen	15	D878447-10	10.00
19)	Specimen	16	D890915	1.00
20)	Specimen	17	D792415-20	20.00
21)	Specimen	18	D894879	1.00
22)	Specimen	19	D883329	1.00
23)	Specimen	20	D879851	1.00
24)	Specimen	21	D878256	1.00
25)	Specimen	22	D958908***	1.00
26)	Specimen	23	D875381-20	20.00
27)	Specimen	24	D812255	1.00
28)	Specimen	25	D891022-10	10.00
29)	Specimen	26	D871483	1.00
30)	Specimen	27	D816399-100	100.00
31)	Specimen	28	D894038	1.00
32)	Specimen	29	D POS	1.00

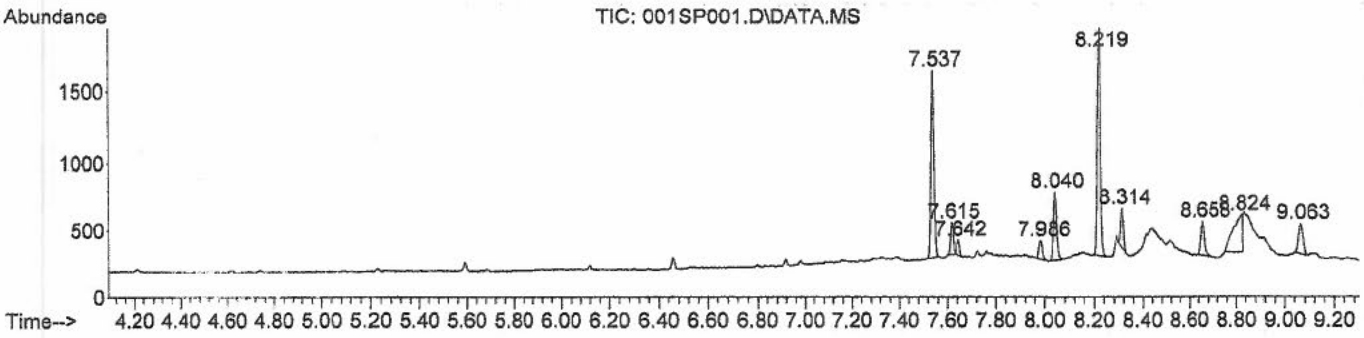
(@) Indicates that Sample name has been truncated.

	Solvents Checked	Initials	Name	Date
Sequence Built/Vials Verified	AV	AV	AMY VANG	AUG 31 2023
Pre-injection Sequence-Vials Verified By:	JB	JB	Jaebrielle Bryant	AUG 31 2023
Post-injection Sequence-Vials Verified By:	PM	PM	Phoebe Mwashigadi	08-31-23

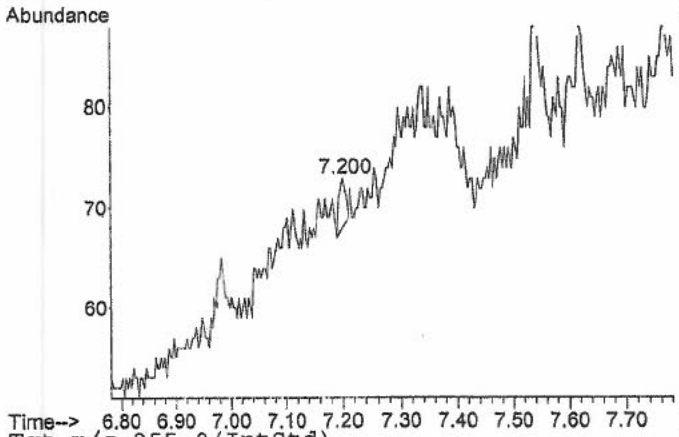
QUANTITATION REPORT FOR L-Methamphetamine ON : Quest Diagnostics/A13

Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\001SP001.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 30 Aug 2023 9:38 pm
Acquisition date : 31 Aug 2023 4:09 am
Sample Name : RT
Misc Info :
Vial Number : 1

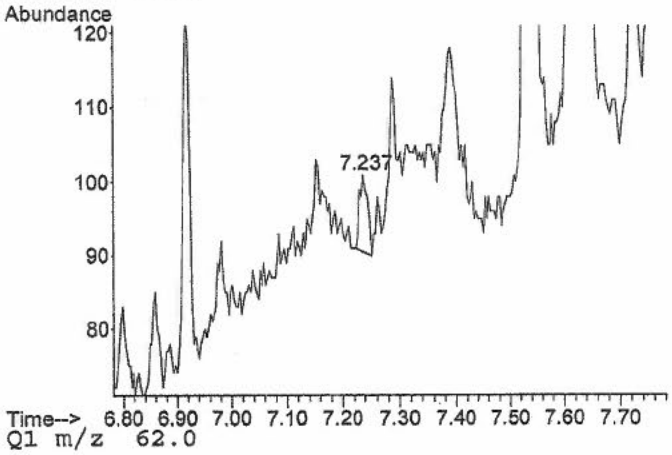
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
D5 D-Methamphetamine						
	255.0	7.325	7.178- 7.471	12		0- 2405
	62.0			0	0.0*	67.8-101.8
L-Methamphetamine						
	251.1	7.200	7.135- 7.427	4		
	58.1			10	250.0*	58.6- 88.0



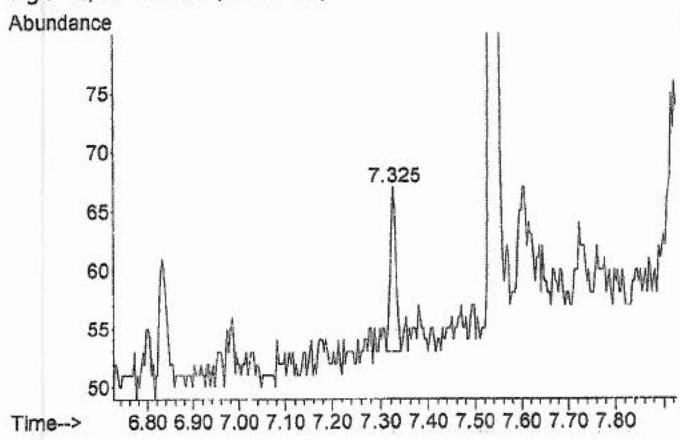
Tgt m/z 251.1(Target)



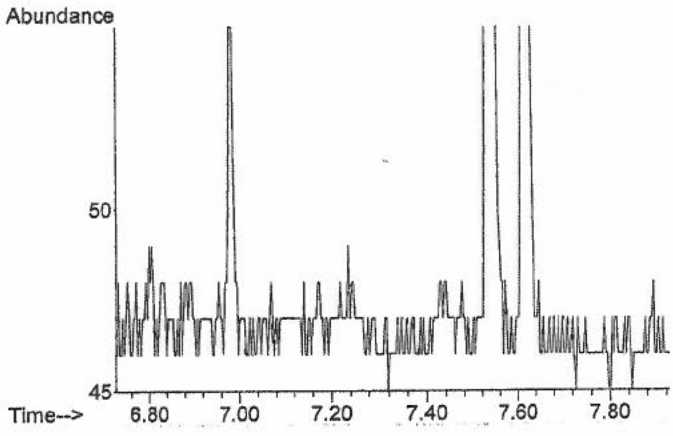
Q1 m/z 58.1



Tgt m/z 255.0(IntStd)



Q1 m/z 62.0

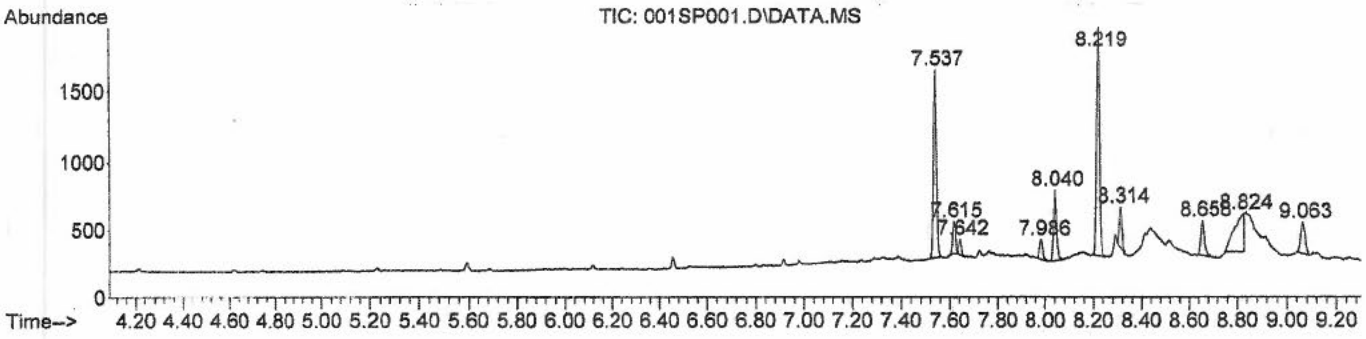


Page 1 Printed on : 31 Aug 2023 4:16 am

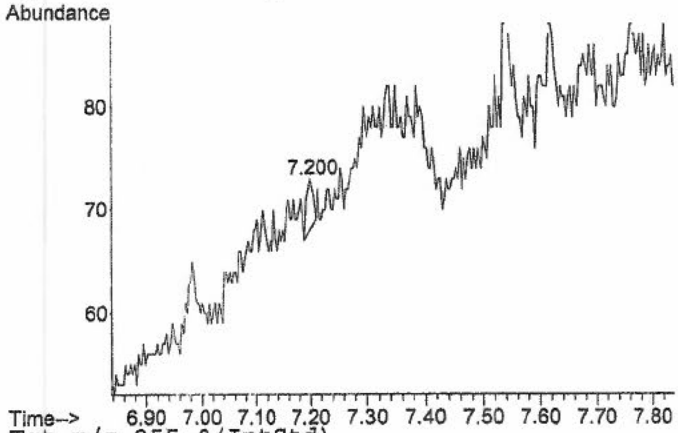
QUANTITATION REPORT FOR D-Methamphetamine ON : Quest Diagnostics/A13

Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\001SP001.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 30 Aug 2023 9:38 pm
Acquisition date : 31 Aug 2023 4:09 am
Sample Name : RT
Misc Info :
Vial Number : 1

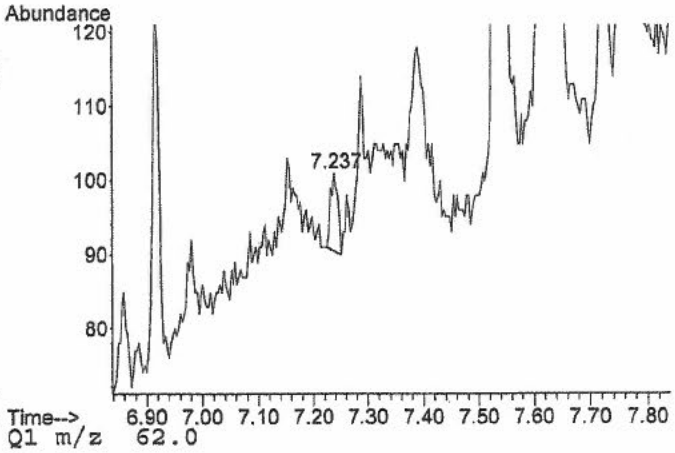
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
D5 D-Methamphetamine						
	255.0	7.325	7.178- 7.471	12		0- 2405
	62.0			0	0.0*	67.8-101.8
D-Methamphetamine						
	251.1	7.200	7.192- 7.485	4		
	58.1			10	250.0*	65.4- 98.0



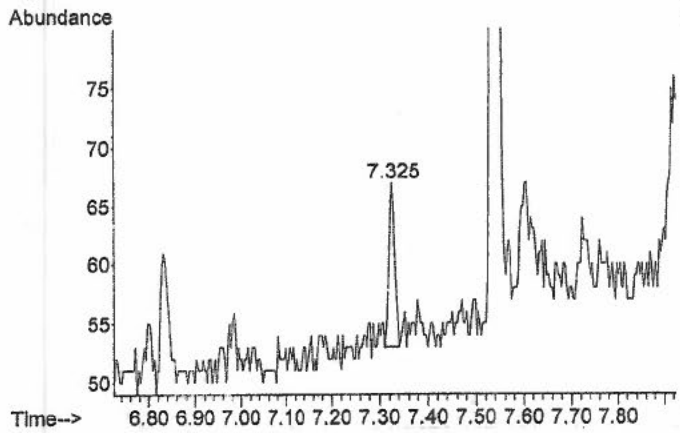
Tgt m/z 251.1(Target)



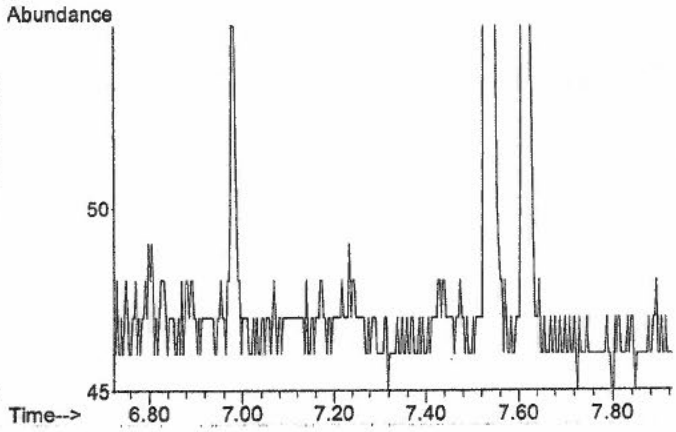
Q1 m/z 58.1



Tgt m/z 255.0(IntStd)



Q1 m/z 62.0

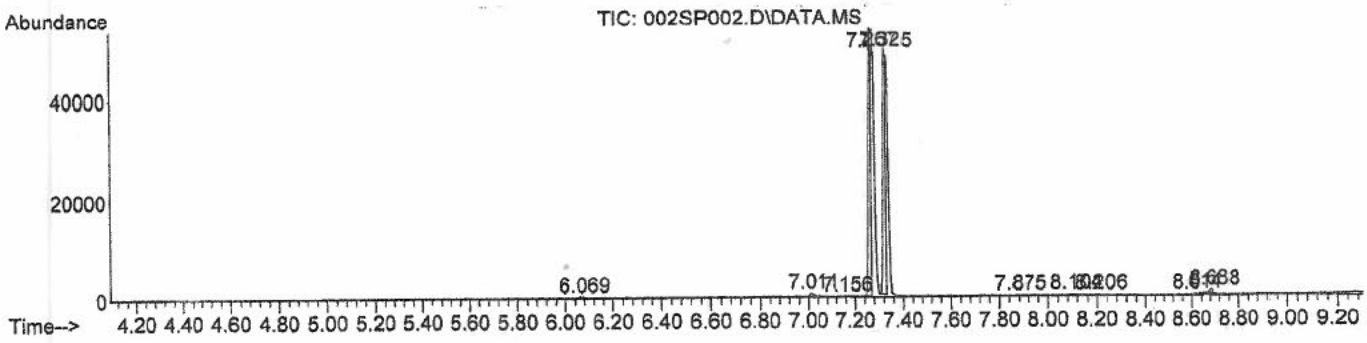


Printed on : 31 Aug 2023 4:16 am

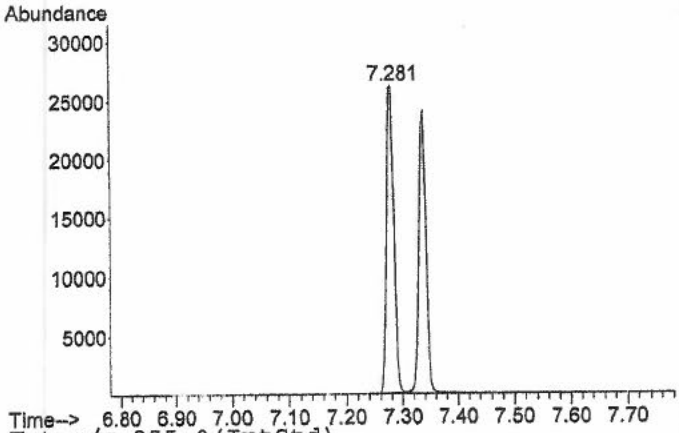
QUANTITATION REPORT FOR L-Methamphetamine ON : Quest Diagnostics/A13

Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\002SP002.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 30 Aug 2023 9:38 pm
Acquisition date : 31 Aug 2023 4:23 am
Sample Name : RT
Misc Info :
Vial Number : 2

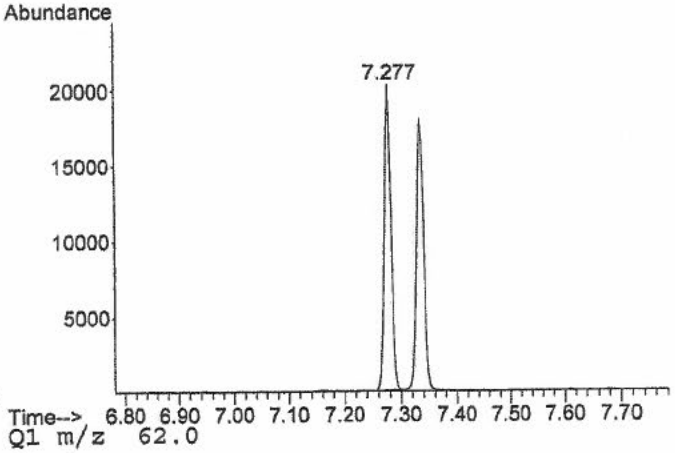
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
D5 D-Methamphetamine						
	255.0	7.325	7.178- 7.471	20651*		0- 2405
	62.0			17245	83.5	67.8-101.8
L-Methamphetamine						
	251.1	7.281	7.135- 7.427	23169		
	58.1			16982	73.3	58.6- 88.0



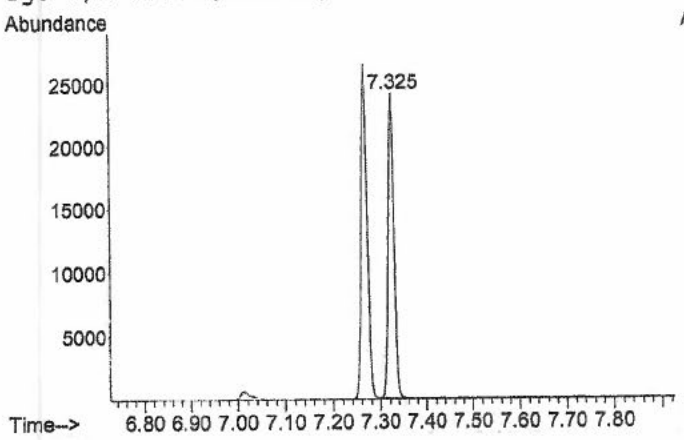
Tgt m/z 251.1(Target)



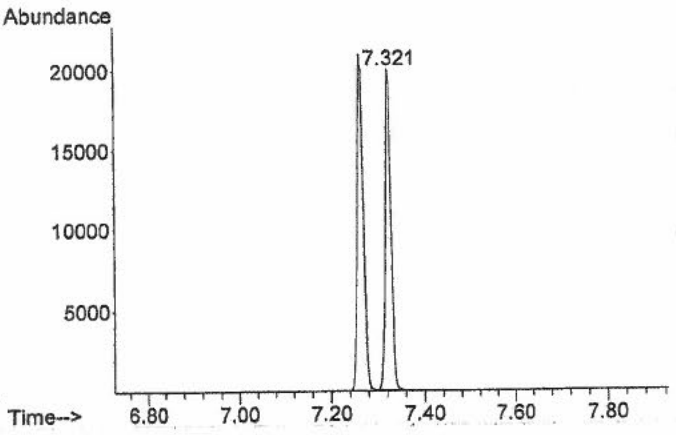
Q1 m/z 58.1



Tgt m/z 255.0(IntStd)



Q1 m/z 62.0

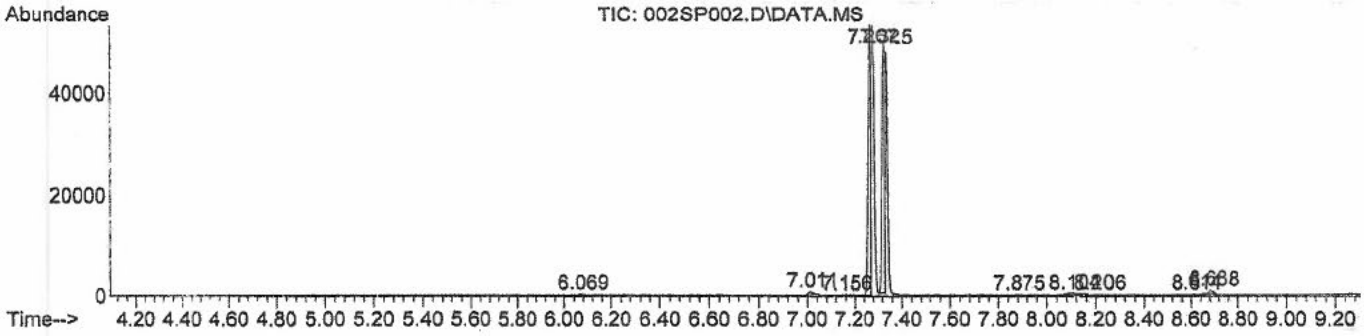


Printed on : 31 Aug 2023 4:30 am

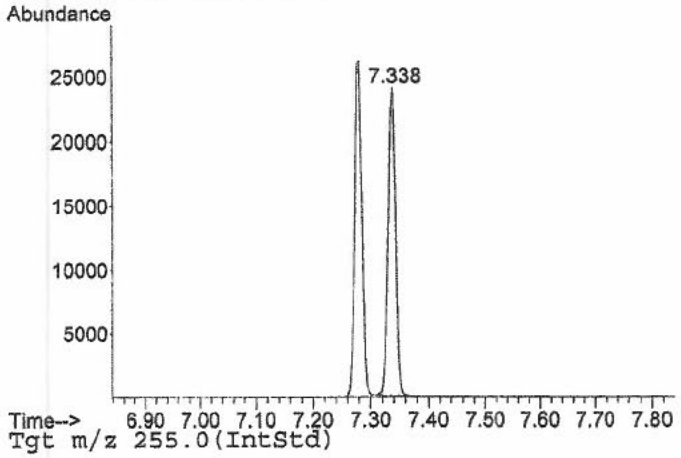
QUANTITATION REPORT FOR D-Methamphetamine ON : Quest Diagnostics/A13

Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\002SP002.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 30 Aug 2023 9:38 pm
Acquisition date : 31 Aug 2023 4:23 am
Sample Name : RT
Misc Info :
Vial Number : 2

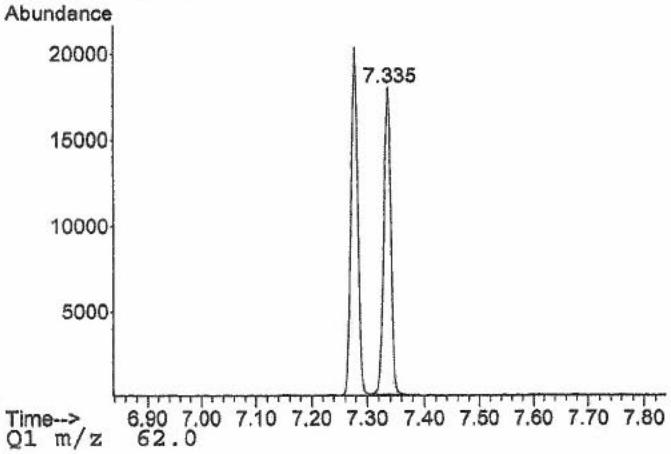
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
D5 D-Methamphetamine						
	255.0	7.325	7.178- 7.471	20651*		0- 2405
	62.0			17245	83.5	67.8-101.8
D-Methamphetamine						
	251.1	7.338	7.192- 7.485	20860		
	58.1			15627	74.9	65.4- 98.0



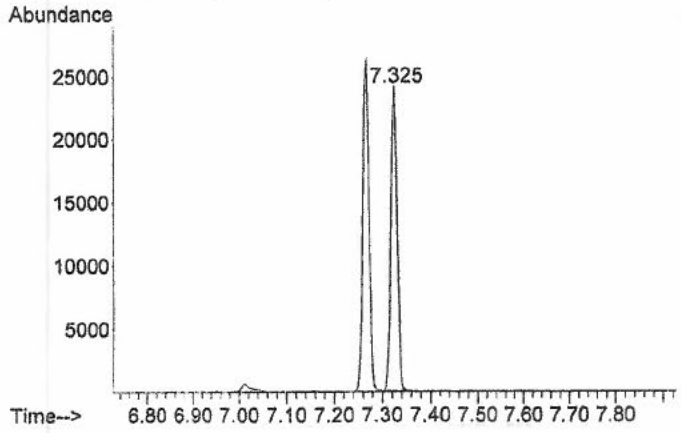
Tgt m/z 251.1(Target)



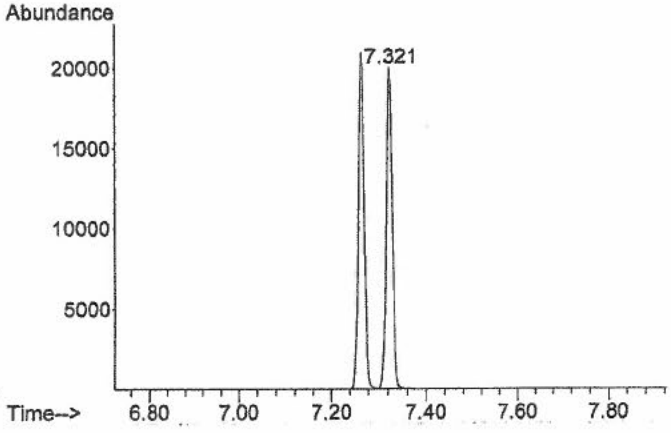
Q1 m/z 58.1



Tgt m/z 255.0(IntStd)



Q1 m/z 62.0



Printed on : 31 Aug 2023 4:30 am

Batch Calibration Sample

File :C:\MSDCHEM\1\DATA\TXNDL0830001\003CA002.D
Operator :
Acquired : 31 Aug 2023 4:37 am using AcqMethod DLMETH URINE.M
Sample Name: D/L CALIBRATOR
Misc Info :
Vial Number: 2

d/l methamphetamine in urine
Calibration Last Updated: Thu Aug 31 04:44:29 2023

Reference Window: 4.00 Percent
Non-Reference Window: 4.00 Percent
Correlation Window: 0.05 minutes
Default Multiplier: 1.00
Default Sample Concentration: 0.00

Compound Information

---

1) D5 D-Methamphetamine (ISTD TR)

Ret. Time 7.32 min., Extract & Integrate from 6.72 to 7.92 min.

Signal	Rel Resp.	Pct. Unc.(rel)	Integration
Tgt 255.00			*** METH DEFAULT ***
Q1 62.00	83.00	20.0	*** METH DEFAULT ***

Lvl	ID	Conc (ng/mL)	Response
1		250.000	20569

Qualifier Peak Analysis OFF ISTD conc: 250.000 ng/mL
Curve Fit: Linear, forced through origin

---

2) L-Methamphetamine ( )

Ret. Time 7.28 min., Extract & Integrate from 6.78 to 7.78 min.

Signal	Rel Resp.	Pct. Unc.(rel)	Integration
Tgt 251.10			*** METH DEFAULT ***
Q1 58.10	73.20	20.0	*** METH DEFAULT ***

Lvl	ID	Conc (ng/mL)	Response
1		250.000	22995

Qualifier Peak Analysis OFF
Curve Fit: Linear, forced through origin

---

3) D-Methamphetamine ( )

Ret. Time 7.33 min., Extract & Integrate from 6.83 to 7.83 min.

Signal	Rel Resp.	Pct. Unc.(rel)	Integration
Tgt 251.10			*** METH DEFAULT ***
Q1 58.10	74.60	20.0	*** METH DEFAULT ***

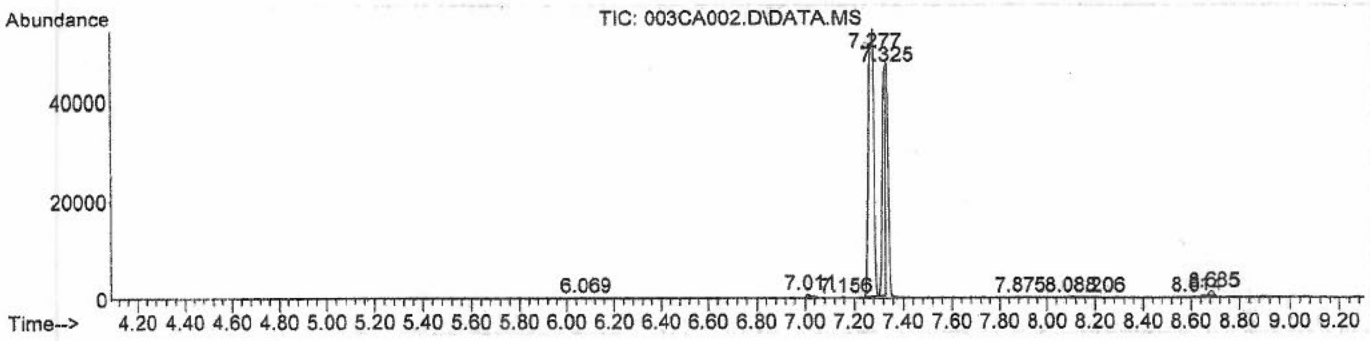
Lvl	ID	Conc (ng/mL)	Response
1		250.000	20805

Qualifier Peak Analysis OFF
Curve Fit: Linear, forced through origin

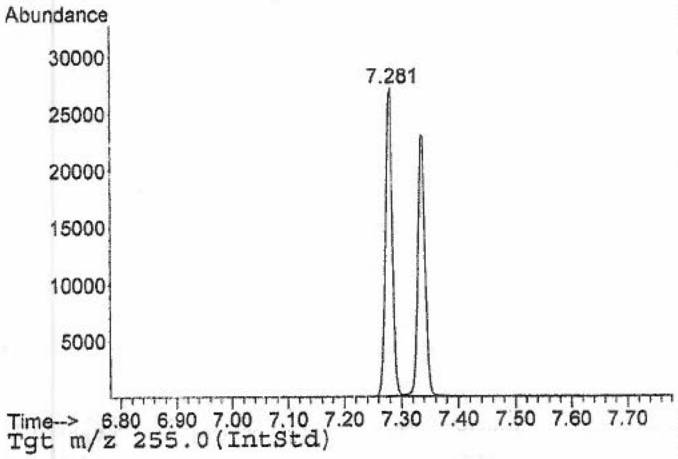
QUANTITATION REPORT FOR L-Methamphetamine ON : Quest Diagnostics/A13

Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\003CA002.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 31 Aug 2023 4:44 am
Acquisition date : 31 Aug 2023 4:37 am
Sample Name : D/L CALIBRATOR
Misc Info :
Vial Number : 2

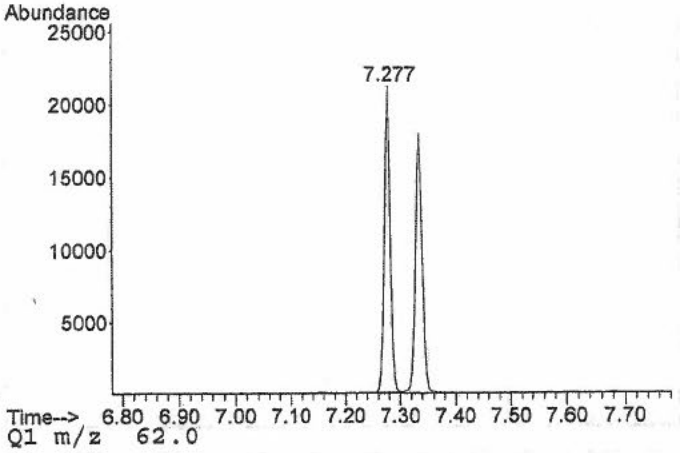
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
D5 D-Methamphetamine						
	255.0	7.325	7.178- 7.471	20569*		0- 2405
	62.0			17081	83.0	66.4- 99.6
L-Methamphetamine						
	251.1	7.281	7.135- 7.426	22995		
	58.1			16843	73.2	58.6- 87.8



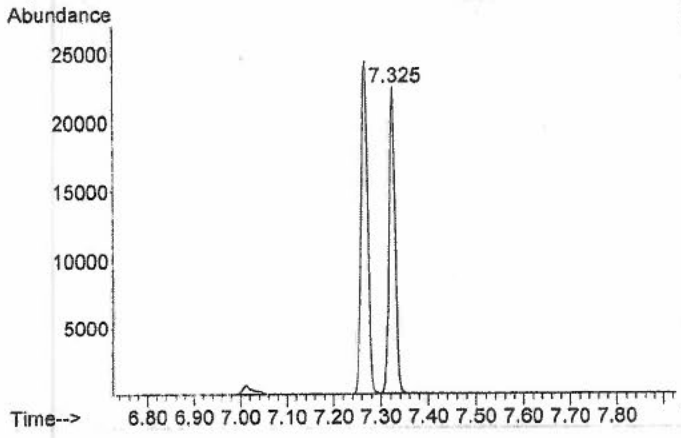
Tgt m/z 251.1(Target)



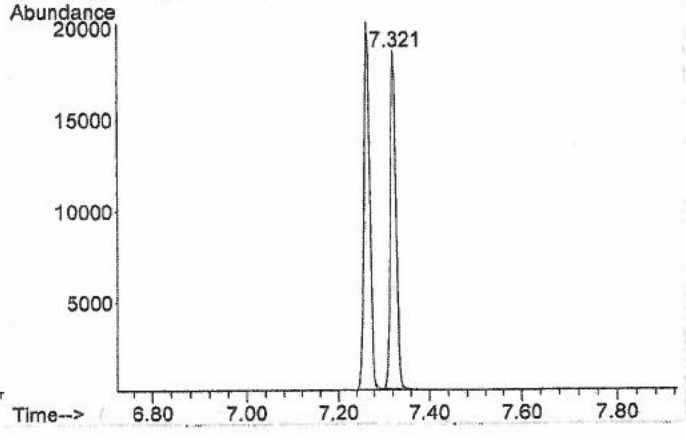
Q1 m/z 58.1



Tgt m/z 255.0(IntStd)



Q1 m/z 62.0

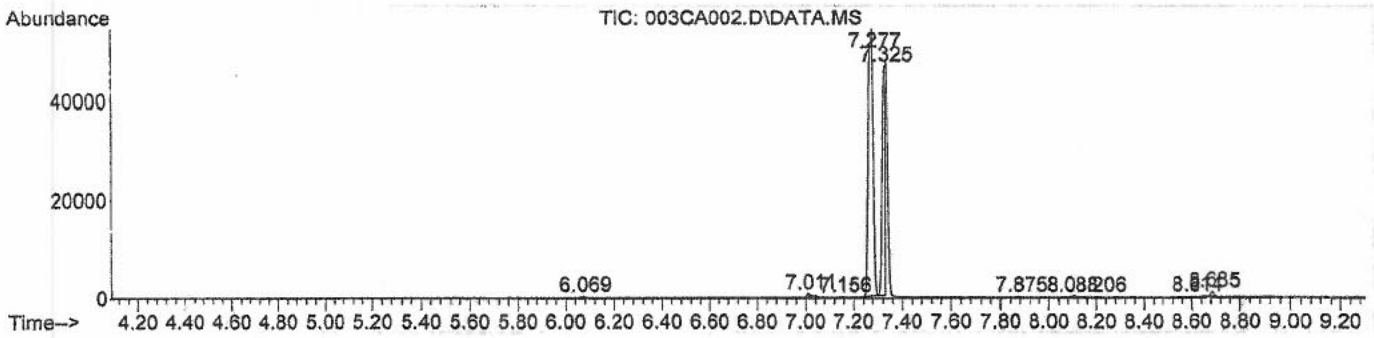


Printed on : 31 Aug 2023 4:44 am

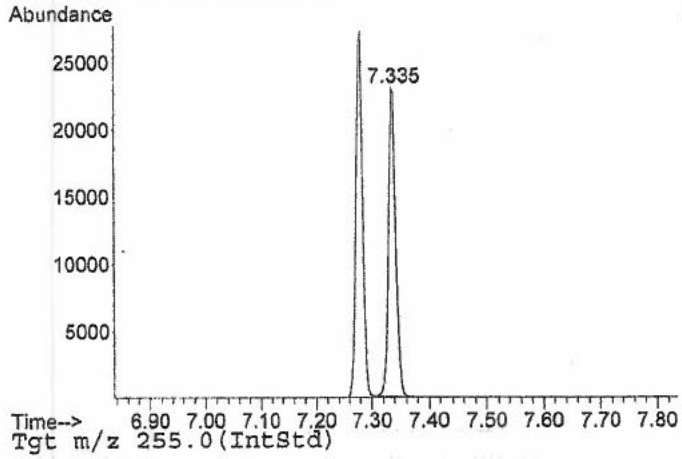
QUANTITATION REPORT FOR D-Methamphetamine ON : Quest Diagnostics/A13

Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\003CA002.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 31 Aug 2023 4:44 am
Acquisition date : 31 Aug 2023 4:37 am
Sample Name : D/L CALIBRATOR
Misc Info :
Vial Number : 2

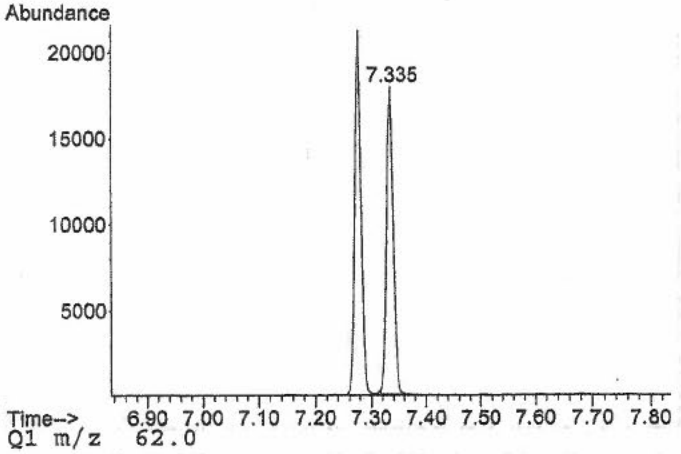
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
D5 D-Methamphetamine						
	255.0	7.325	7.178- 7.471	20569*		0- 2405
	62.0			17081	83.0	66.4- 99.6
D-Methamphetamine						
	251.1	7.335	7.188- 7.482	20805		
	58.1			15520	74.6	59.7- 89.5



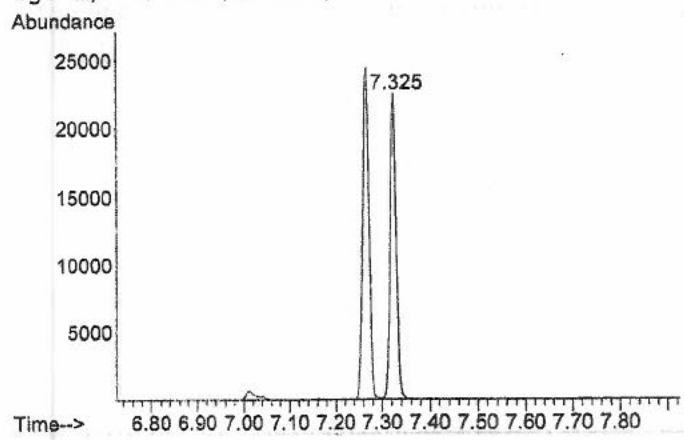
Tgt m/z 251.1(Target)



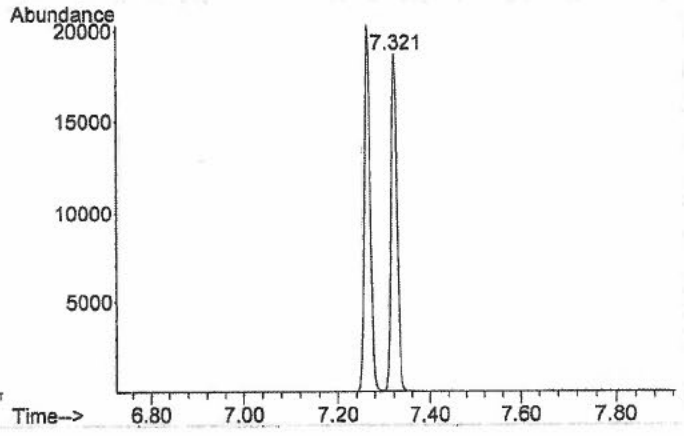
Q1 m/z 58.1



Tgt m/z 255.0(IntStd)



Q1 m/z 62.0

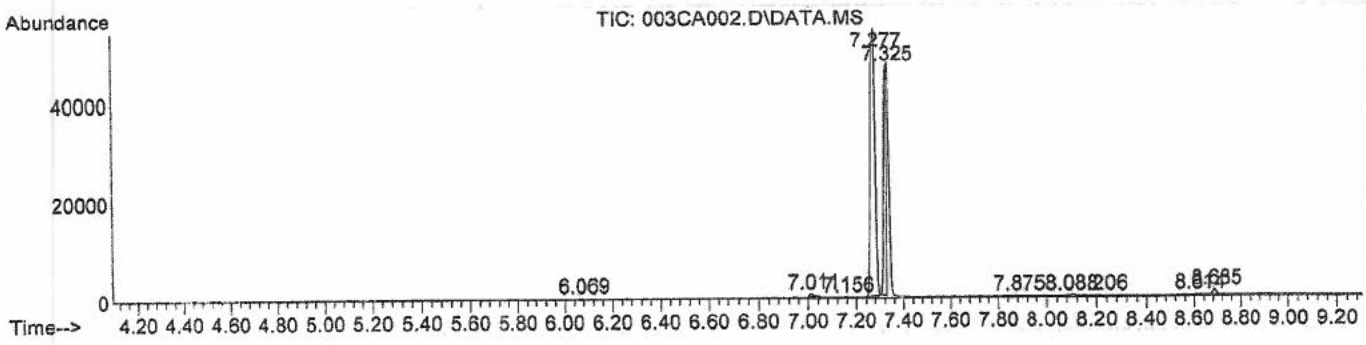


Printed on : 31 Aug 2023 4:44 am

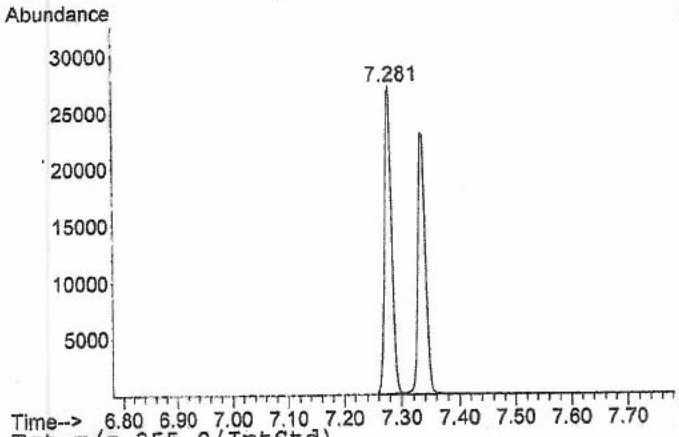
QUANTITATION REPORT FOR L-Methamphetamine ON : Quest Diagnostics/A13

Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\003CA002.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 31 Aug 2023 4:44 am
Acquisition date : 31 Aug 2023 4:37 am
Sample Name : D/L CALIBRATOR
Misc Info :
Vial Number : 2

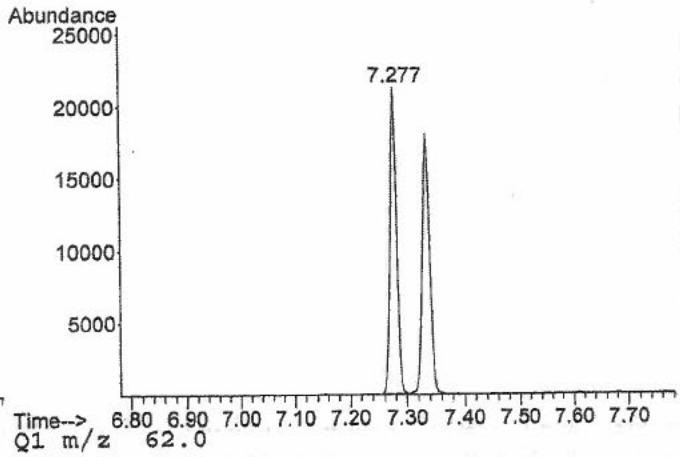
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
D5 D-Methamphetamine						
	255.0	7.325	7.178- 7.471	20569		0- 102845
	62.0			17081	83.0	66.4- 99.6
L-Methamphetamine						
	251.1	7.281	7.135- 7.426	22995		
	58.1			16843	73.2	58.6- 87.8



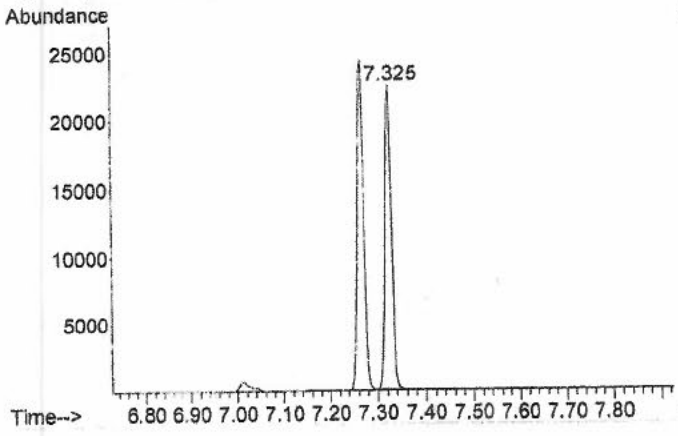
Tgt m/z 251.1(Target)



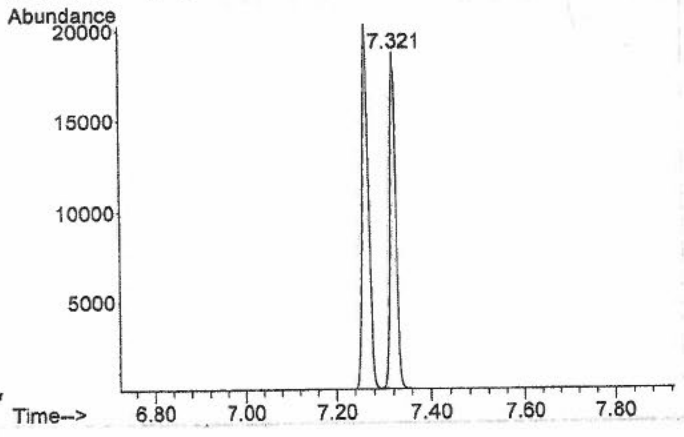
Q1 m/z 58.1



Tgt m/z 255.0(IntStd)



Q1 m/z 62.0

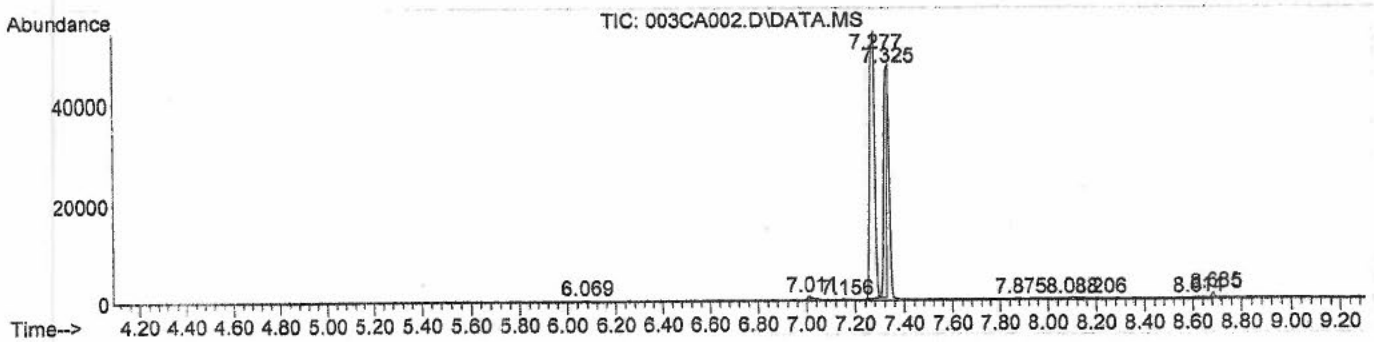


Printed on : 31 Aug 2023 4:44 am

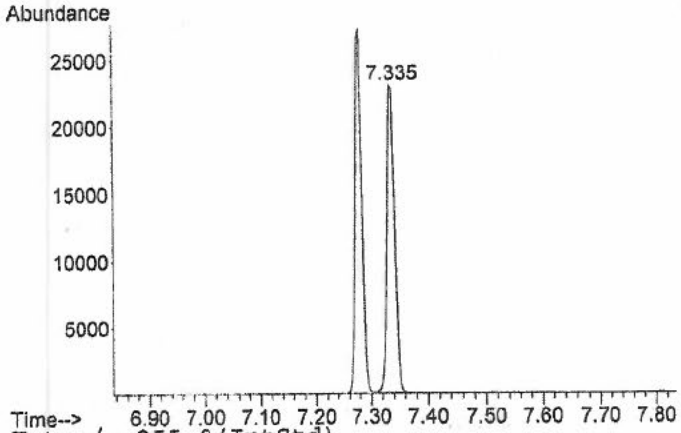
QUANTITATION REPORT FOR D-Methamphetamine ON : Quest Diagnostics/A13

Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\003CA002.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 31 Aug 2023 4:44 am
Acquisition date : 31 Aug 2023 4:37 am
Sample Name : D/L CALIBRATOR
Misc Info :
Vial Number : 2

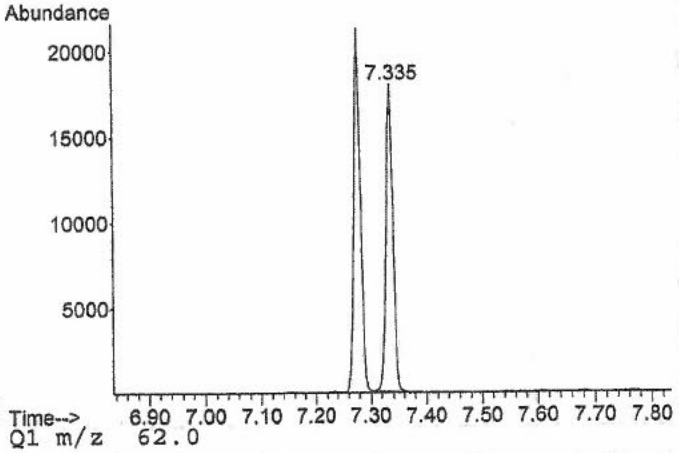
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
D5 D-Methamphetamine						
	255.0	7.325	7.178- 7.471	20569		0- 102845
	62.0			17081	83.0	66.4- 99.6
D-Methamphetamine						
	251.1	7.335	7.188- 7.482	20805		
	58.1			15520	74.6	59.7- 89.5



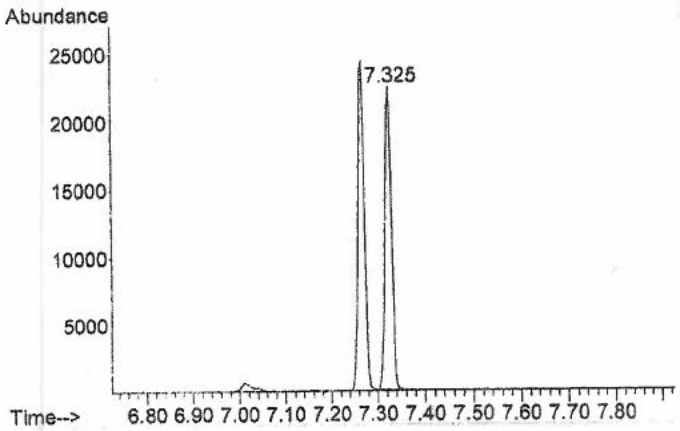
Tgt m/z 251.1(Target)



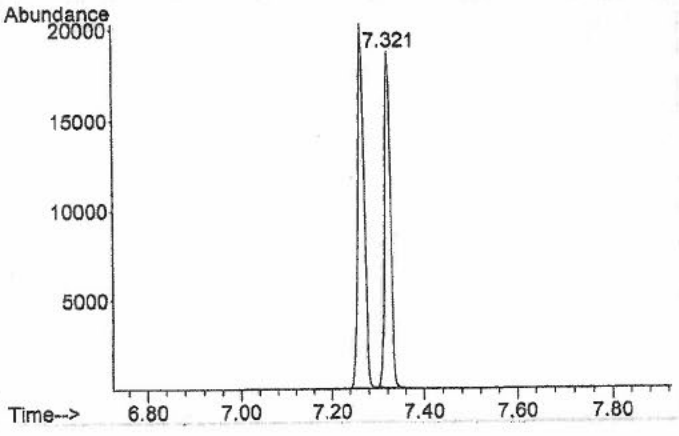
Q1 m/z 58.1



Tgt m/z 255.0(IntStd)



Q1 m/z 62.0



Printed on : 31 Aug 2023 4:44 am

Calibration Summary Report
d/1 methamphetamine in urine

Instrument : A13
Acquisition Method: C:\MSDCHEM\1\DATA\TXNDL0830001\DLMETH URINE.M
Calib Update Time : Thu Aug 31 04:44:29 2023
Data Path : C:\MSDCHEM\1\DATA\TXNDL0830001\

Compound Information:

---

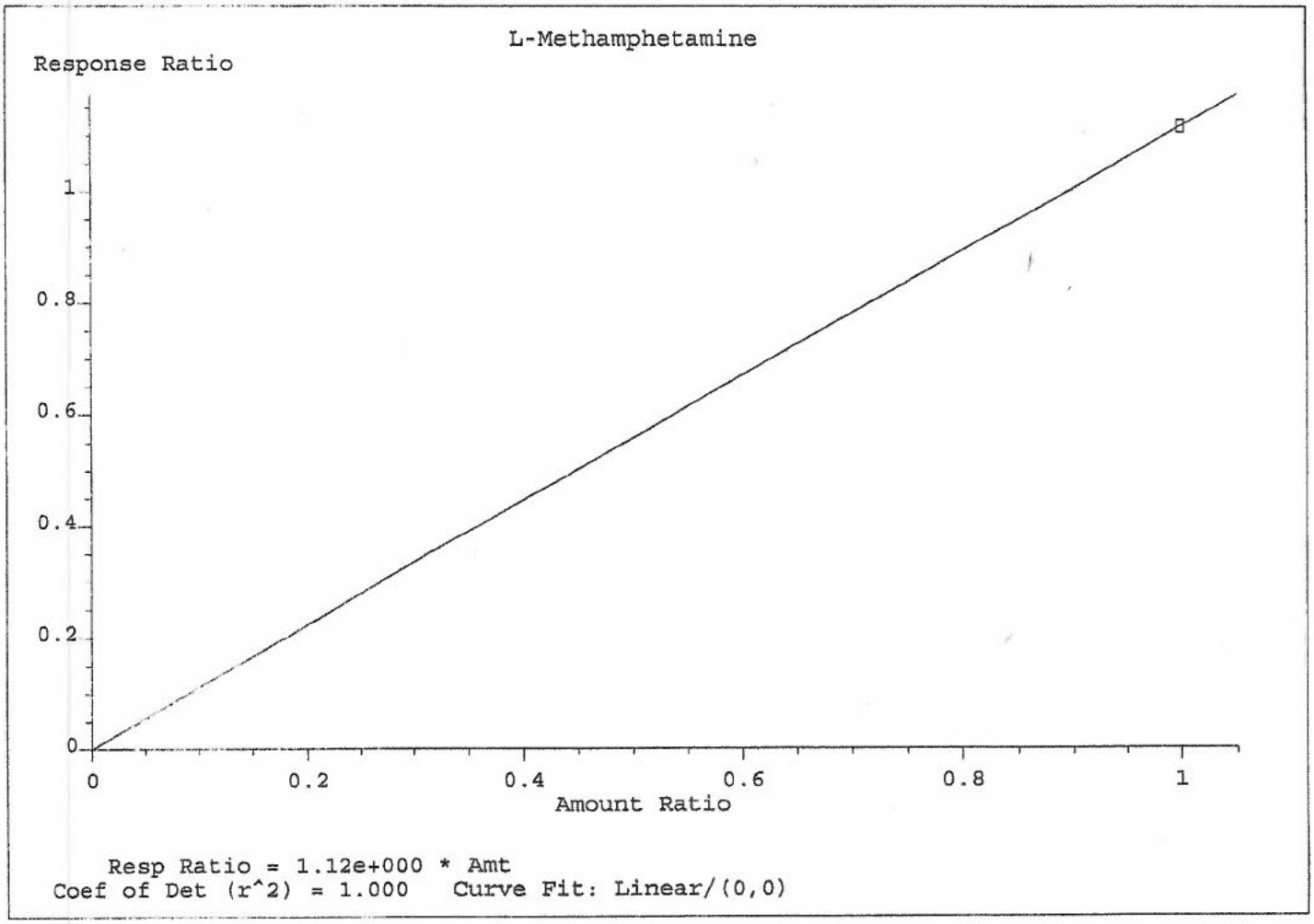
1) D5 D-Methamphetamine (ISTD)

Lvl	File	Conc	R.T.	Response 255.00	62.00
1	003CA002.D	250.00	7.32	20569	83.04
	Average:		7.32	20569	83.04
				ISTD Range(	0.00-102845.00)

---

2) L-Methamphetamine

Lvl	File	Conc	R.T.	Response 251.10	58.10	0.00	Rf
1	003CA002.D	250.00	7.28	22995	73.25	0.00	1.118
	Average:		7.28		73.25	0.00	1.118
	Correlation Coefficient = 1.0000				Rf Range	(0.894-	1.342)



Thu Aug 31 04:44:46 2023 Page 1

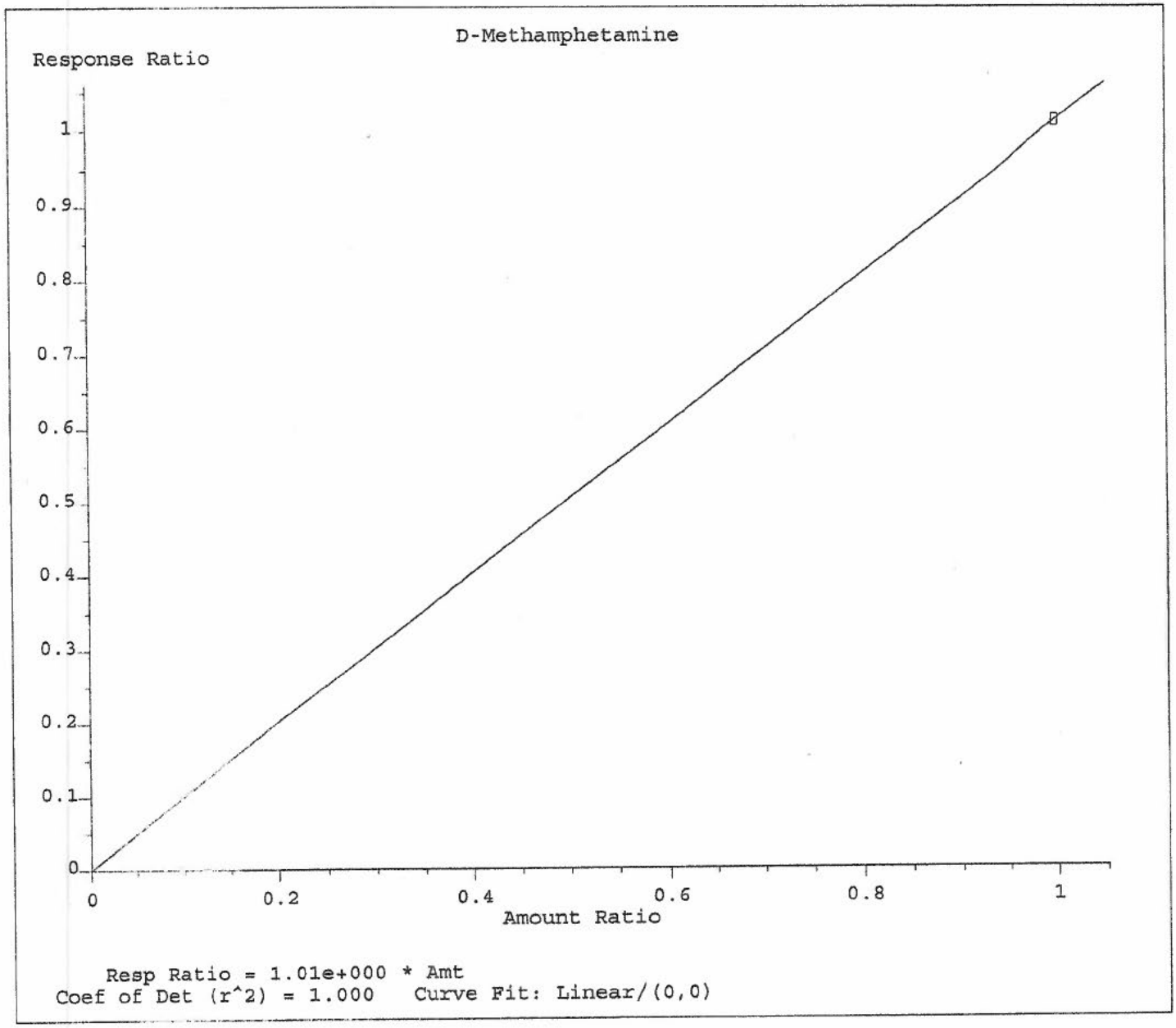
Calibration Summary Report
d/l methamphetamine in urine

Instrument : A13
Acquisition Method: C:\MSDCHEM\1\DATA\TXNDL0830001\DLMETH URINE.M
Calib Update Time : Thu Aug 31 04:44:29 2023
Data Path : C:\MSDCHEM\1\DATA\TXNDL0830001\

Compound Information:

3) D-Methamphetamine

Lvl	File	Conc	R.T.	Response 251.10	58.10	0.00	Rf
1	003CA002.D	250.00	7.33	20805	74.60	0.00	1.011
	Average:		7.33		74.60	0.00	1.011
	Correlation Coefficient = 1.0000				Rf Range (0.809- 1.214)		

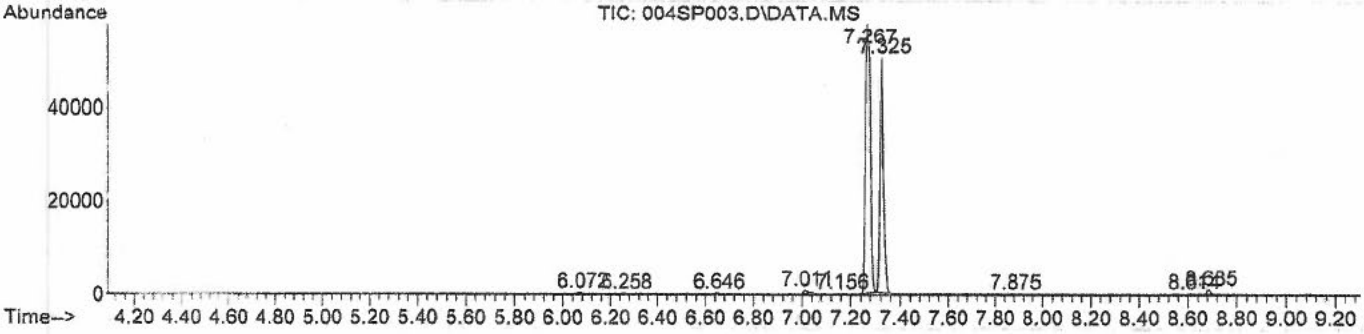


Thu Aug 31 04:44:47 2023 Page 2

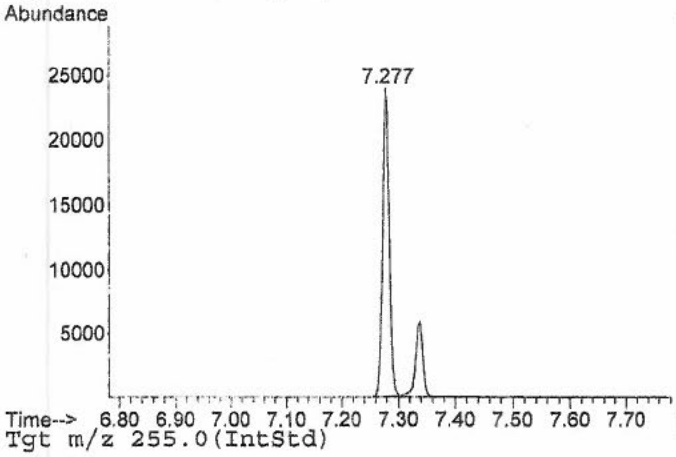
QUANTITATION REPORT FOR L-Methamphetamine ON : Quest Diagnostics/A13

Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\004SP003.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 31 Aug 2023 4:44 am
Acquisition date : 31 Aug 2023 4:51 am
Sample Name : 80:20 CONTROL
Misc Info :
Vial Number : 3

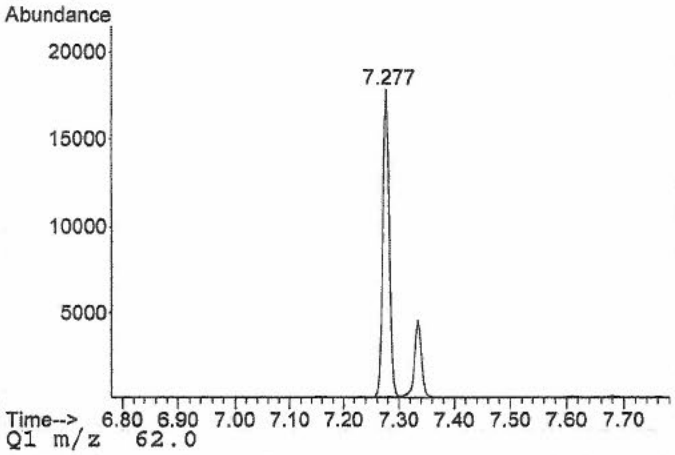
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
D5 D-Methamphetamine						
	255.0	7.325	7.178- 7.471	23683		0- 102845
	62.0			19880	83.9	66.4- 99.6
L-Methamphetamine						
	251.1	7.277	7.135- 7.426	20317		
	58.1			14757	72.6	58.6- 87.8



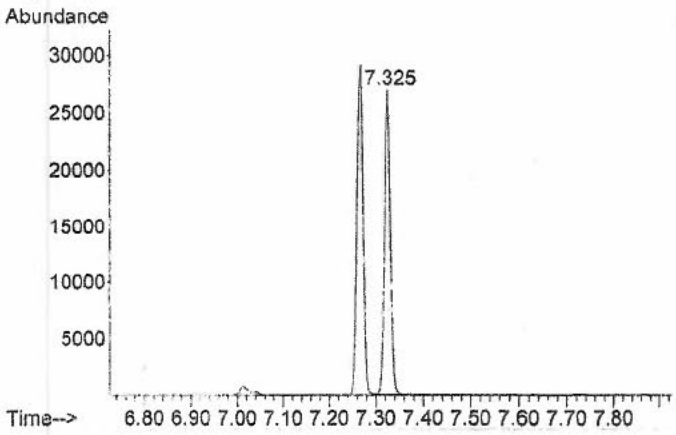
Tgt m/z 251.1(Target)



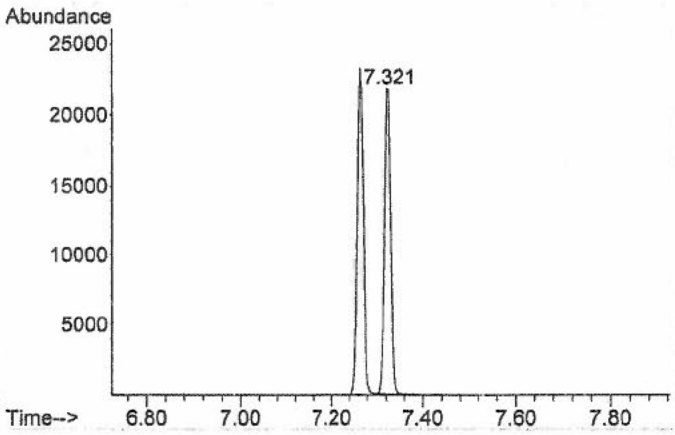
Q1 m/z 58.1



Tgt m/z 255.0(IntStd)



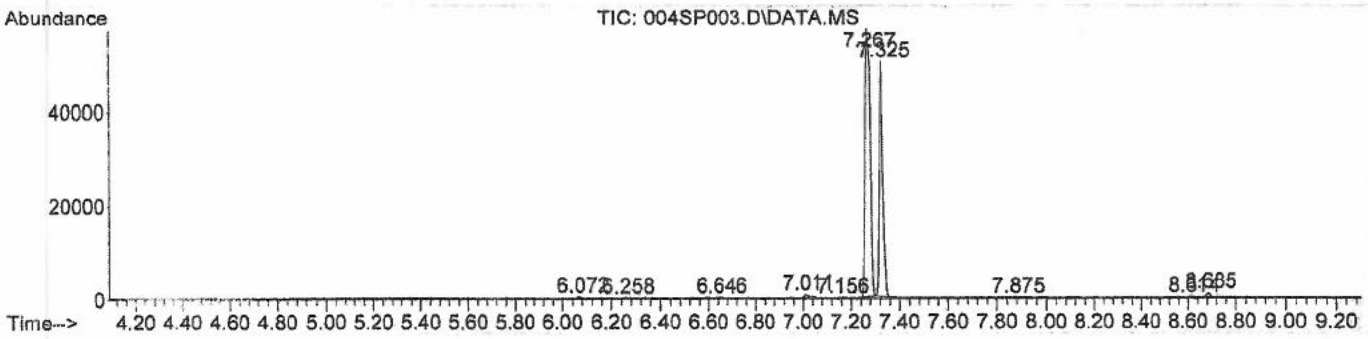
Q1 m/z 62.0



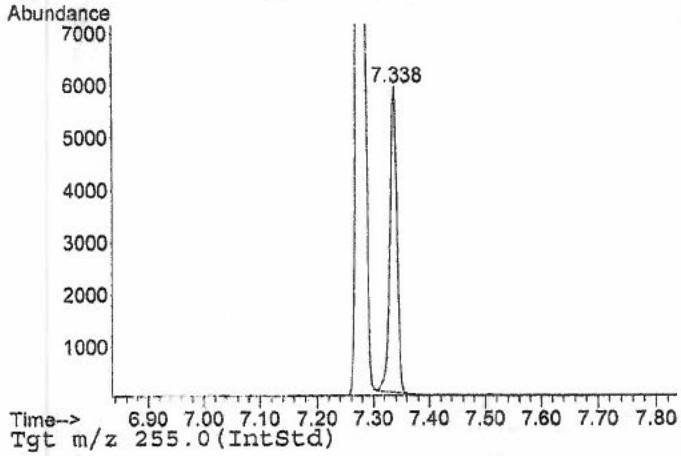
QUANTITATION REPORT FOR D-Methamphetamine ON : Quest Diagnostics/A13

Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\004SP003.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 31 Aug 2023 4:44 am
Acquisition date : 31 Aug 2023 4:51 am
Sample Name : 80:20 CONTROL
Misc Info :
Vial Number : 3

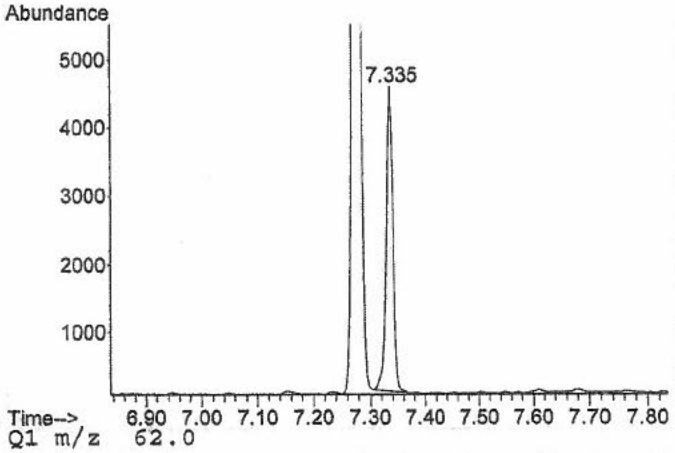
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
D5 D-Methamphetamine						
	255.0	7.325	7.178- 7.471	23683		0- 102845
	62.0			19880	83.9	66.4- 99.6
D-Methamphetamine						
	251.1	7.338	7.188- 7.482	5084		
	58.1			3882	76.4	59.7- 89.5



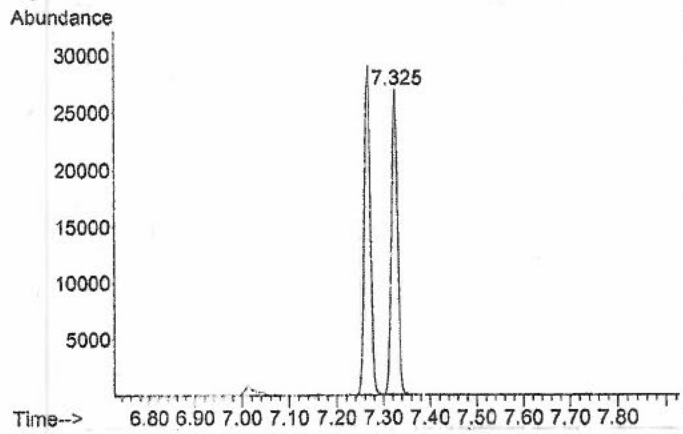
Tgt m/z 251.1(Target)



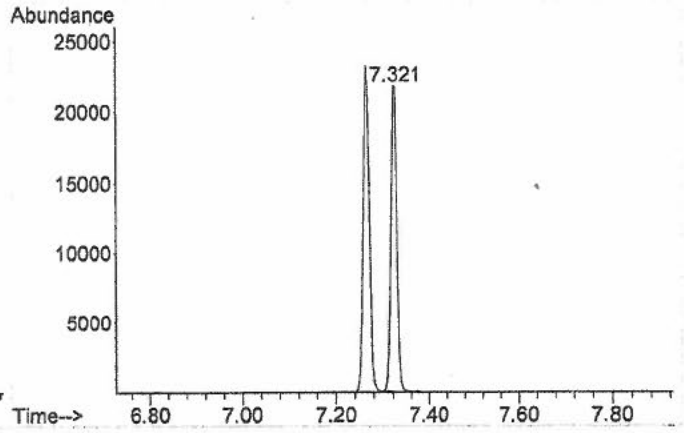
Q1 m/z 58.1



Tgt m/z 255.0(IntStd)



Q1 m/z 62.0

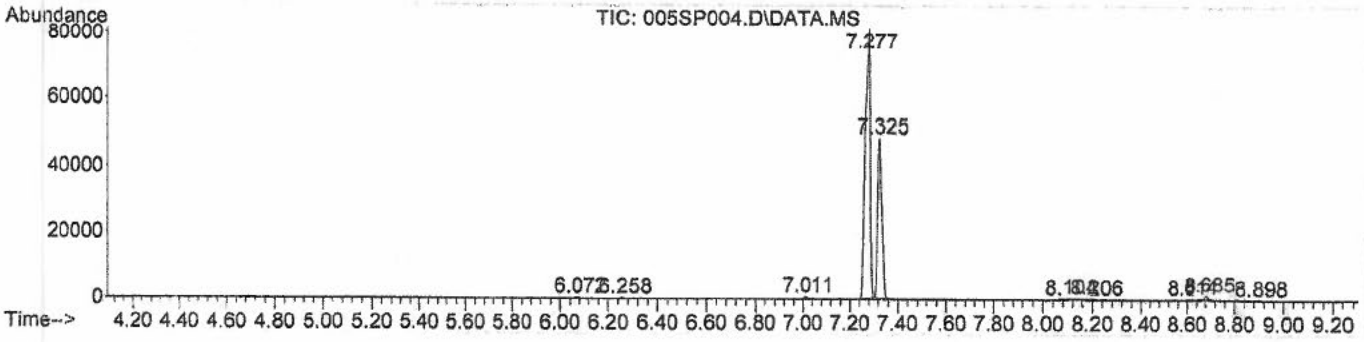


Printed on : 31 Aug 2023 4:58 am

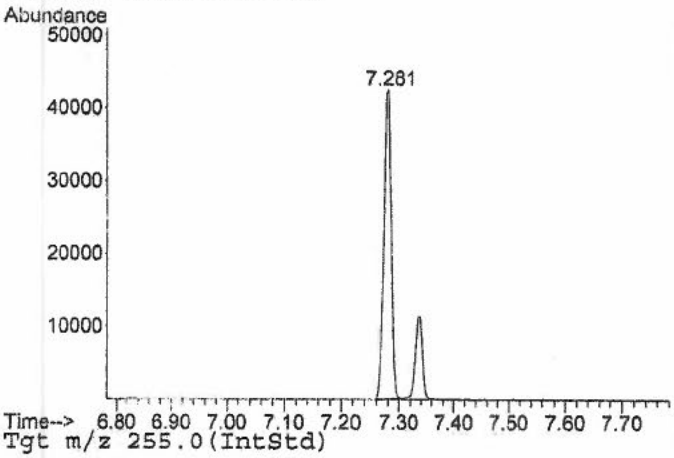
QUANTITATION REPORT FOR L-Methamphetamine ON : Quest Diagnostics/A13

Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\005SP004.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 31 Aug 2023 4:44 am
Acquisition date : 31 Aug 2023 5:05 am
Sample Name : 80:20 NRC
Misc Info :
Vial Number : 4

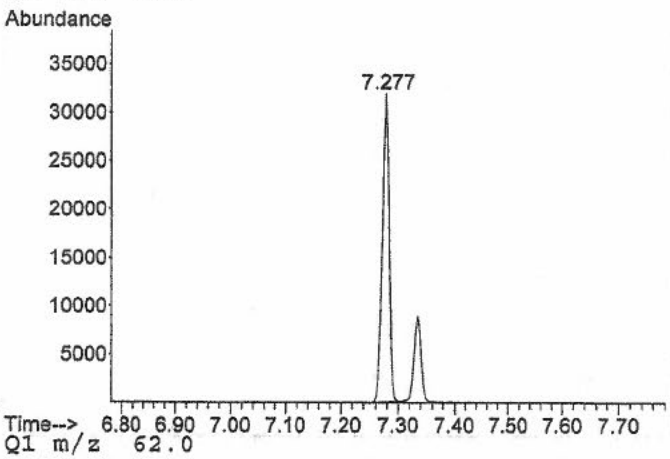
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
D5 D-Methamphetamine						
	255.0	7.325	7.178- 7.471	22917		0- 102845
	62.0			18998	82.9	66.4- 99.6
L-Methamphetamine						
	251.1	7.281	7.135- 7.426	37231		
	58.1			26788	72.0	58.6- 87.8



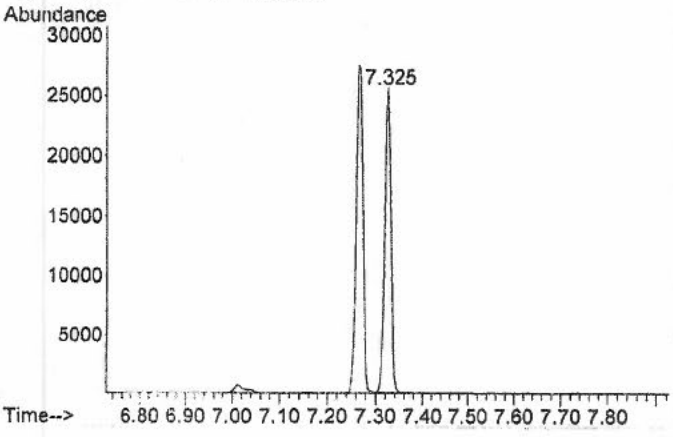
Tgt m/z 251.1(Target)



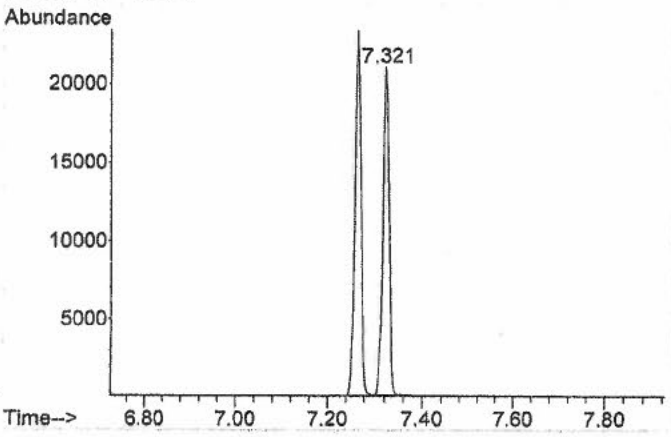
Q1 m/z 58.1



Tgt m/z 255.0(IntStd)



Q1 m/z 62.0

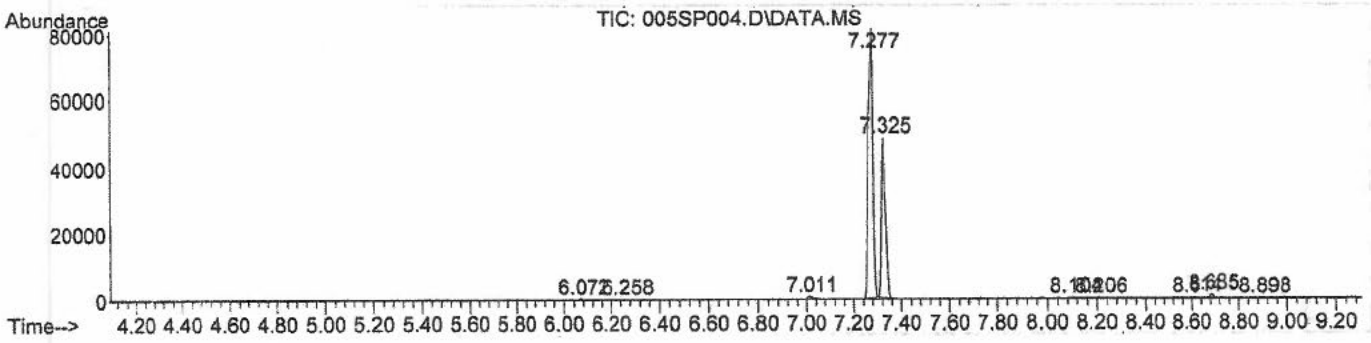


Printed on : 31 Aug 2023 5:12 am

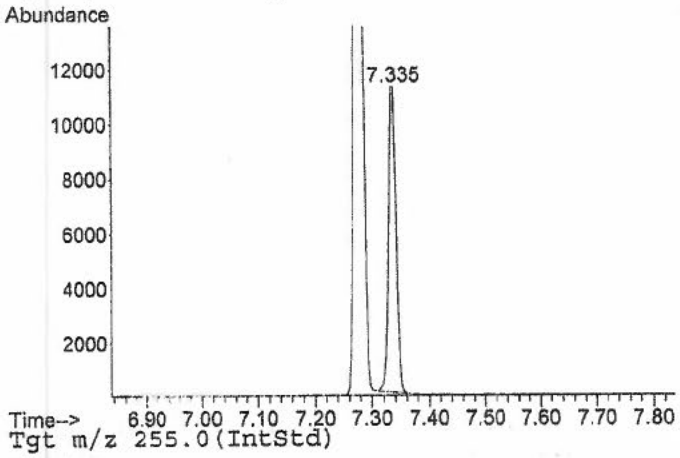
QUANTITATION REPORT FOR D-Methamphetamine ON : Quest Diagnostics/A13

Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\005SP004.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 31 Aug 2023 4:44 am
Acquisition date : 31 Aug 2023 5:05 am
Sample Name : 80:20 NRC
Misc Info :
Vial Number : 4

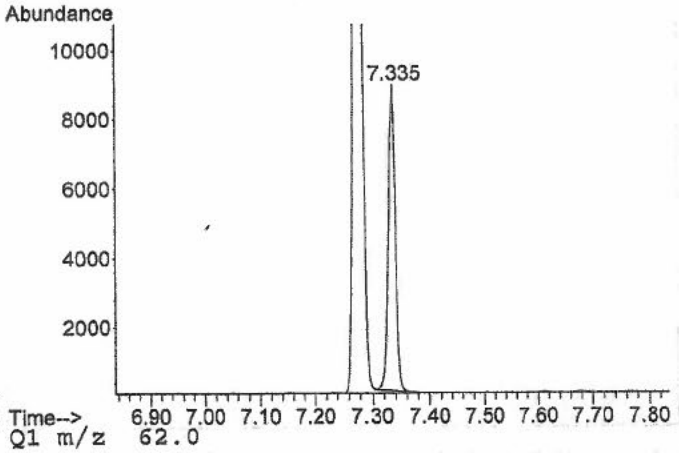
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
D5 D-Methamphetamine						
	255.0	7.325	7.178- 7.471	22917		0- 102845
	62.0			18998	82.9	66.4- 99.6
D-Methamphetamine						
	251.1	7.335	7.188- 7.482	9953		
	58.1			7489	75.2	59.7- 89.5



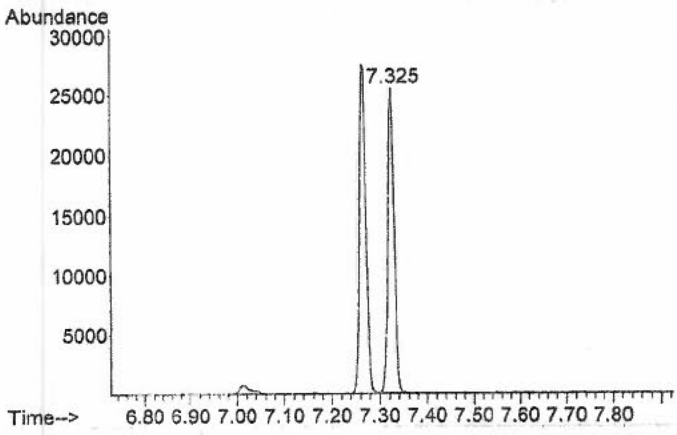
Tgt m/z 251.1(Target)



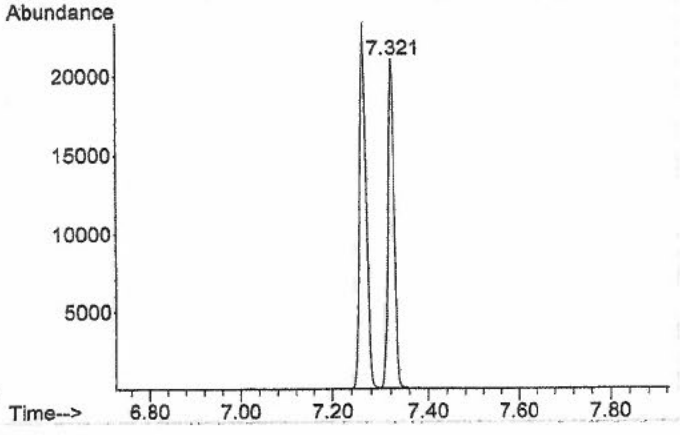
Q1 m/z 58.1



Tgt m/z 255.0(IntStd)



Q1 m/z 62.0

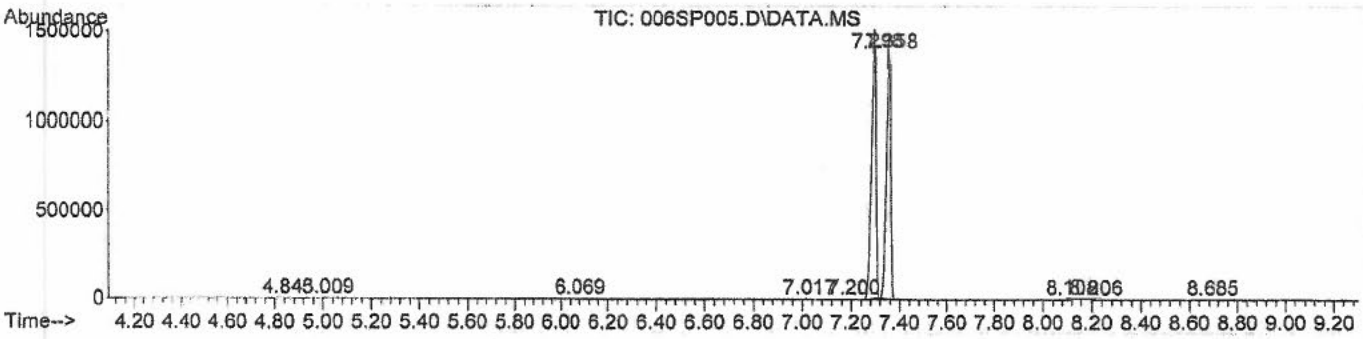


Printed on : 31 Aug 2023 5:12 am

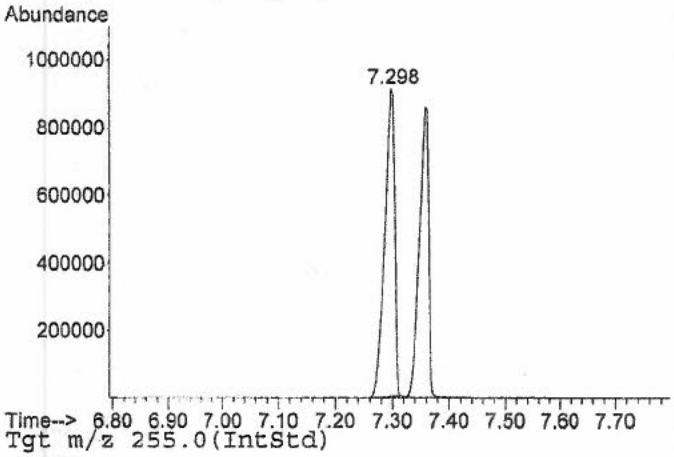
QUANTITATION REPORT FOR L-Methamphetamine ON : Quest Diagnostics/A13

Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\006SP005.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 31 Aug 2023 4:44 am
Acquisition date : 31 Aug 2023 5:19 am
Sample Name : Carryover CONTROL
Misc Info :
Vial Number : 5

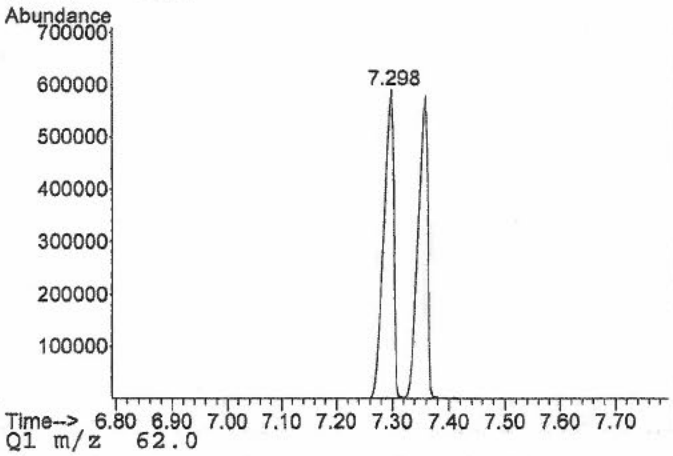
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
D5 D-Methamphetamine						
	255.0	7.338	7.178- 7.471	24577		0- 102845
	62.0			20618	83.9	66.4- 99.6
L-Methamphetamine						
	251.1	7.298	7.135- 7.426	1110875		
	58.1			738667	66.5	58.6- 87.8



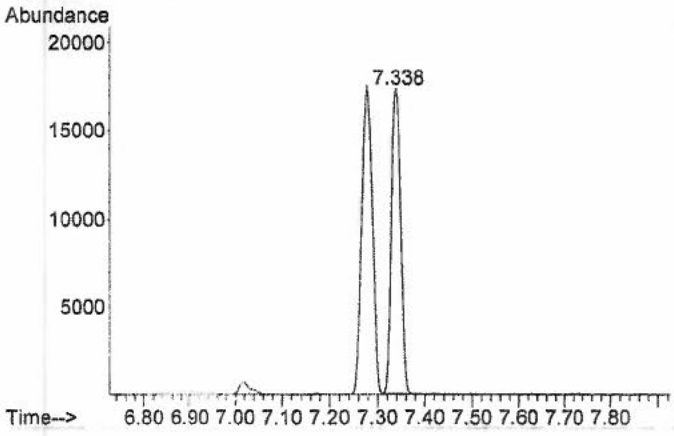
Tgt m/z 251.1(Target)



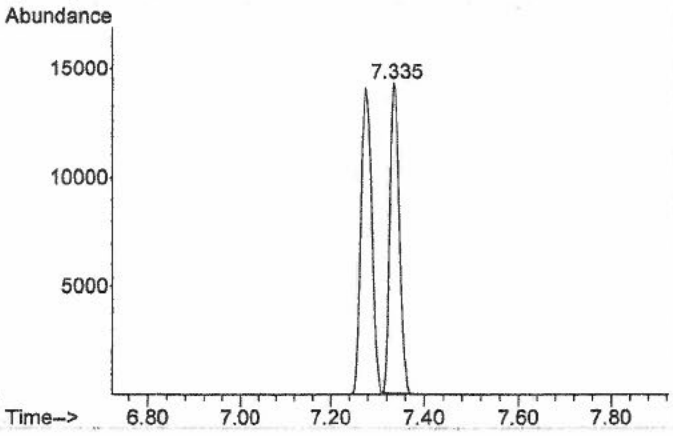
Q1 m/z 58.1



Tgt m/z 255.0(IntStd)



Q1 m/z 62.0

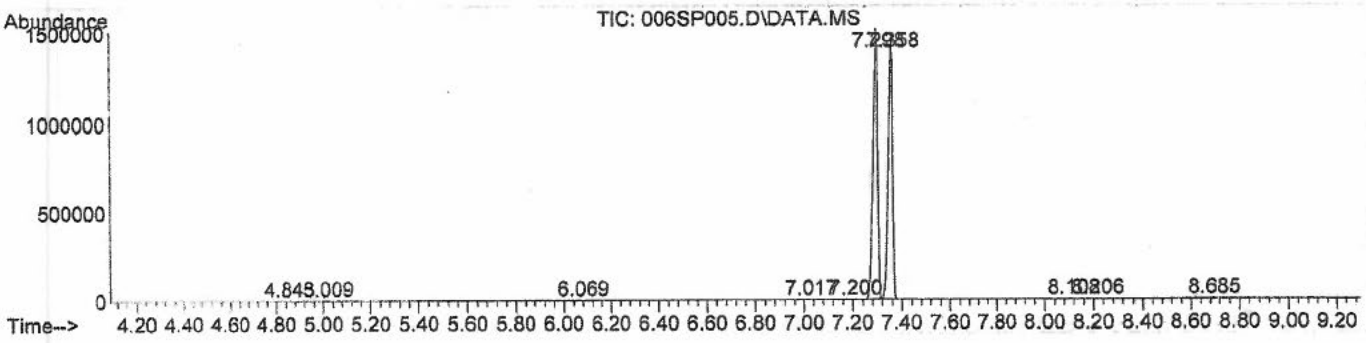


Printed on : 31 Aug 2023 5:26 am

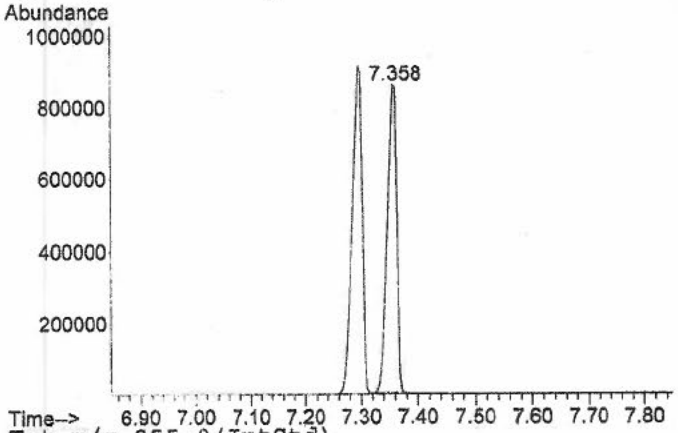
QUANTITATION REPORT FOR D-Methamphetamine ON : Quest Diagnostics/A13

Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\006SP005.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 31 Aug 2023 4:44 am
Acquisition date : 31 Aug 2023 5:19 am
Sample Name : Carryover CONTROL
Misc Info :
Vial Number : 5

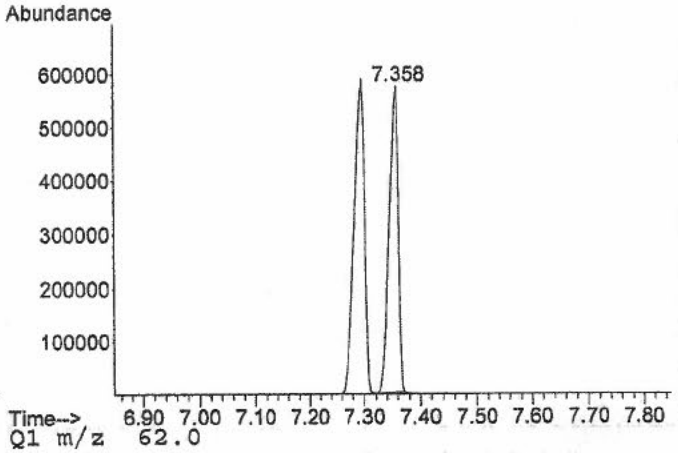
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
D5 D-Methamphetamine						
	255.0	7.338	7.178- 7.471	24577		0- 102845
	62.0			20618	83.9	66.4- 99.6
D-Methamphetamine						
	251.1	7.358	7.188- 7.482	968277		
	58.1			660627	68.2	59.7- 89.5



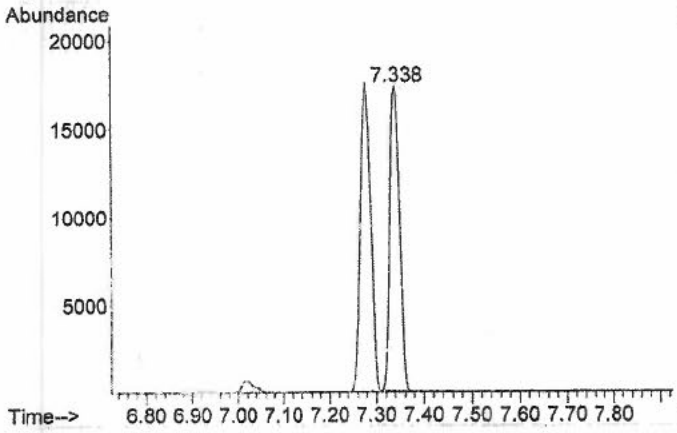
Tgt m/z 251.1(Target)



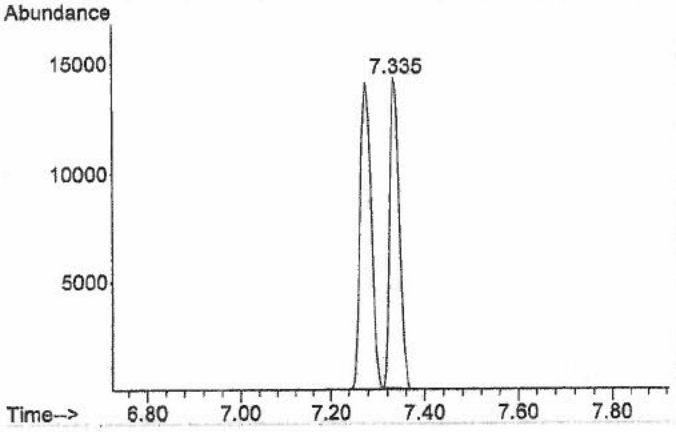
Q1 m/z 58.1



Tgt m/z 255.0(IntStd)



Q1 m/z 62.0

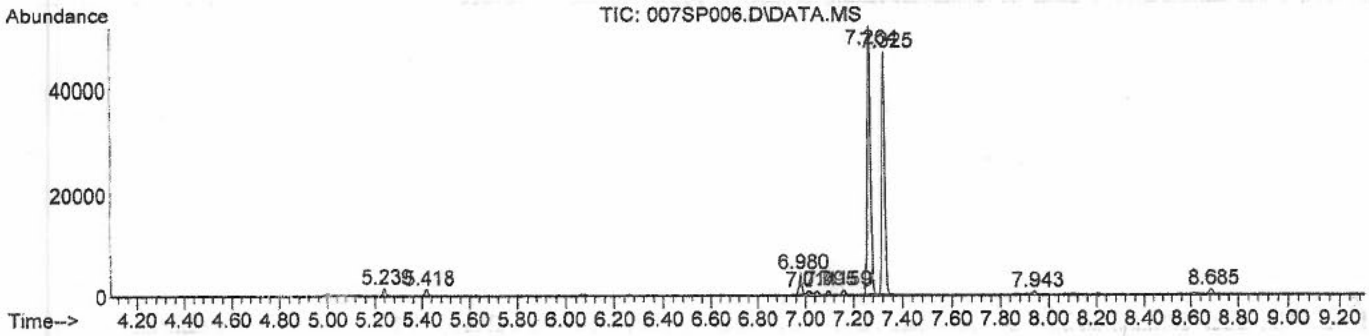


Printed on : 31 Aug 2023 5:26 am

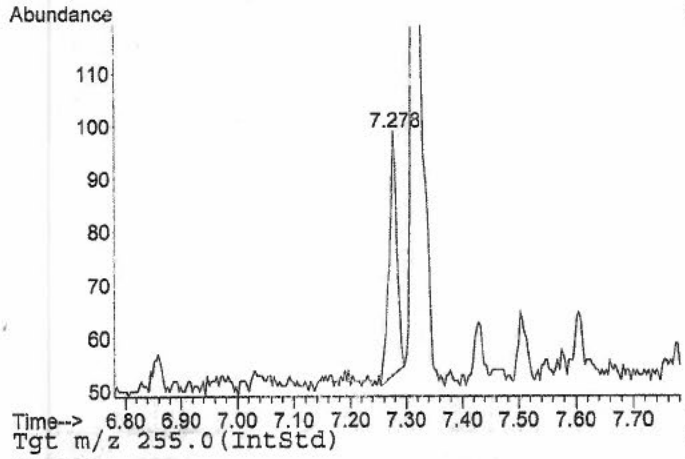
QUANTITATION REPORT FOR L-Methamphetamine ON : Quest Diagnostics/A13

Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\007SP006.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 31 Aug 2023 4:44 am
Acquisition date : 31 Aug 2023 5:33 am
Sample Name : Negative CONTROL
Misc Info :
Vial Number : 6

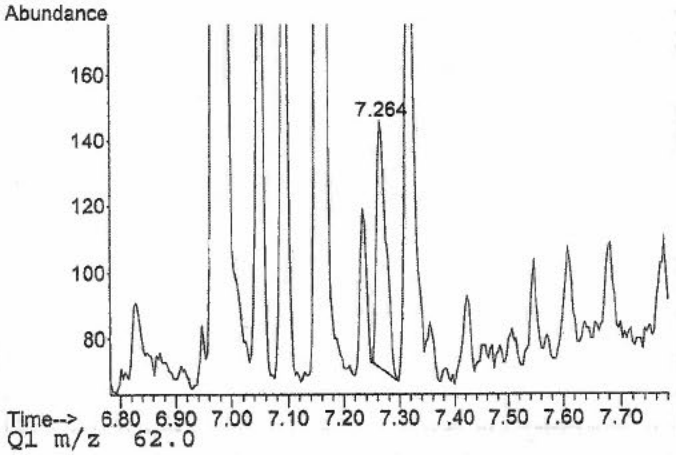
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
D5 D-Methamphetamine						
	255.0	7.325	7.178- 7.471	23262		0- 102845
	62.0			19196	82.5	66.4- 99.6
L-Methamphetamine						
	251.1	7.278	7.135- 7.426	43		
	58.1			88	204.7*	58.6- 87.8



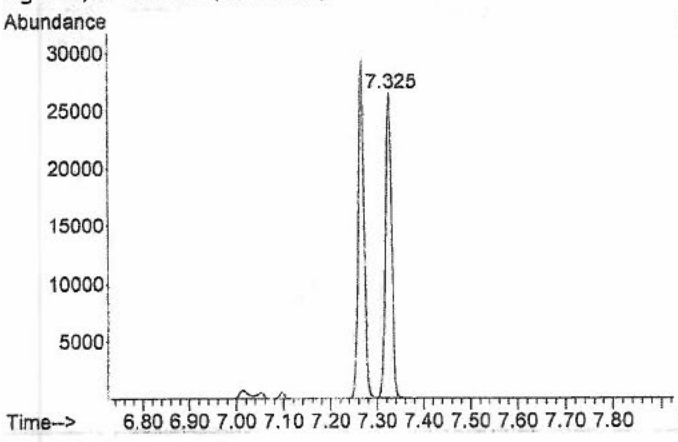
Tgt m/z 251.1(Target)



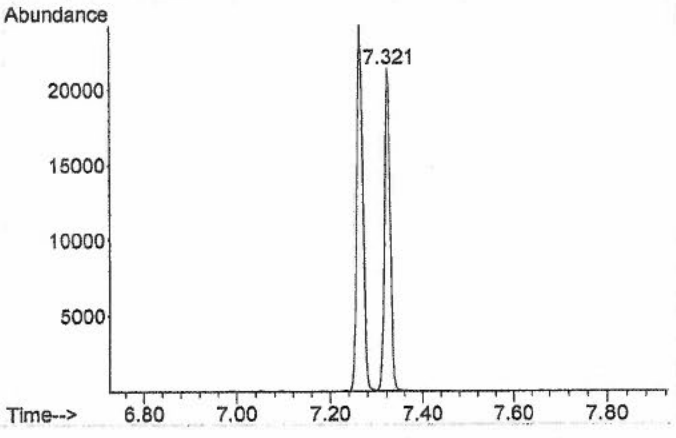
Q1 m/z 58.1



Tgt m/z 255.0(IntStd)



Q1 m/z 62.0

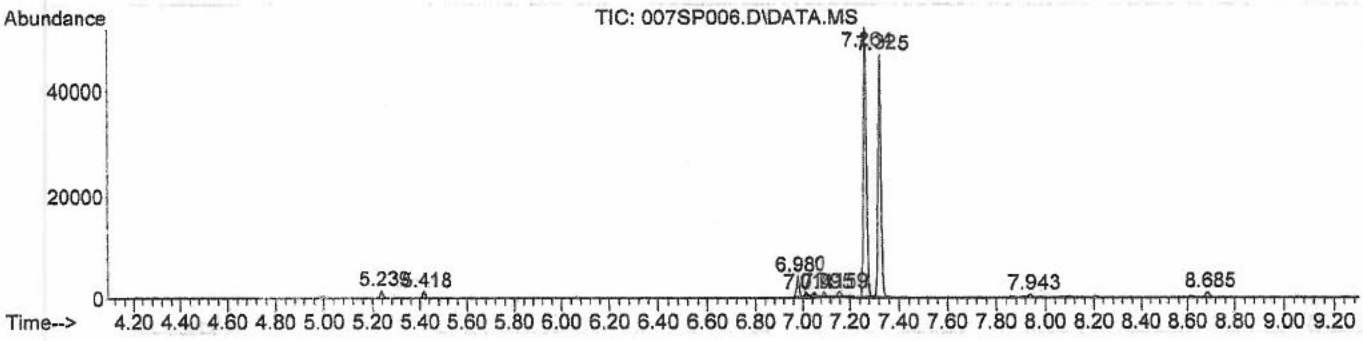


Printed on : 31 Aug 2023 5:40 am

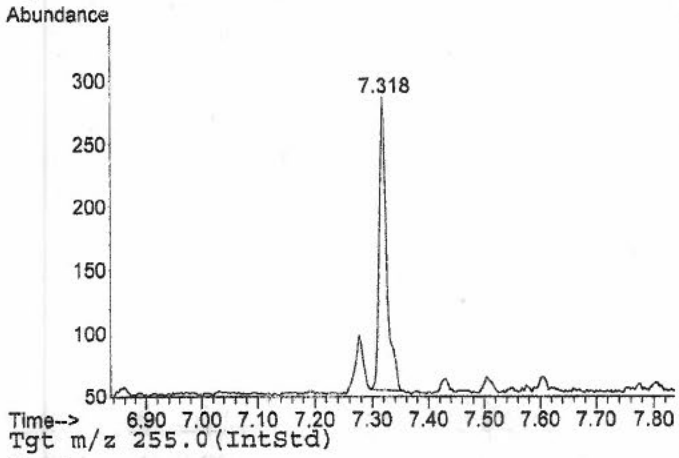
QUANTITATION REPORT FOR D-Methamphetamine ON : Quest Diagnostics/A13

Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\007SP006.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 31 Aug 2023 4:44 am
Acquisition date : 31 Aug 2023 5:33 am
Sample Name : Negative CONTROL
Misc Info :
Vial Number : 6

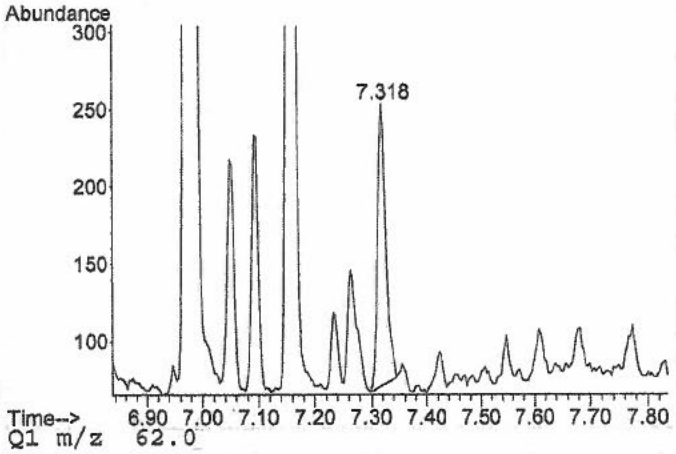
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
D5 D-Methamphetamine						
	255.0	7.325	7.178- 7.471	23262		0- 102845
	62.0			19196	82.5	66.4- 99.6
D-Methamphetamine						
	251.1	7.318	7.188- 7.482	221		
	58.1			190	86.0	59.7- 89.5



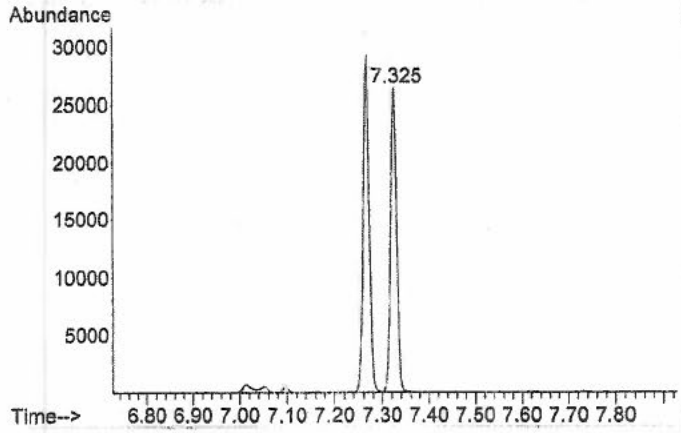
Tgt m/z 251.1(Target)



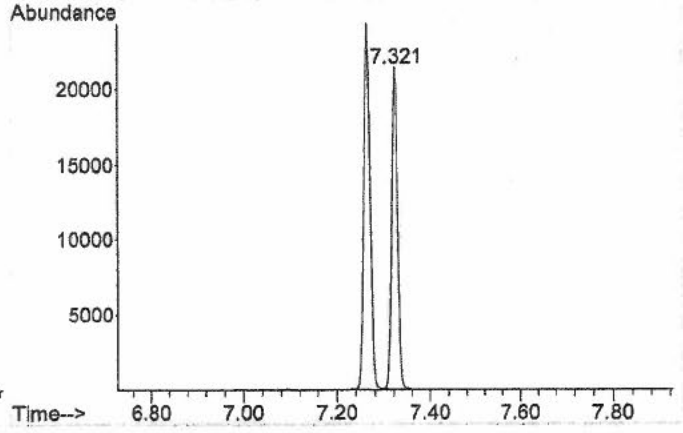
Q1 m/z 58.1



Tgt m/z 255.0(IntStd)



Q1 m/z 62.0



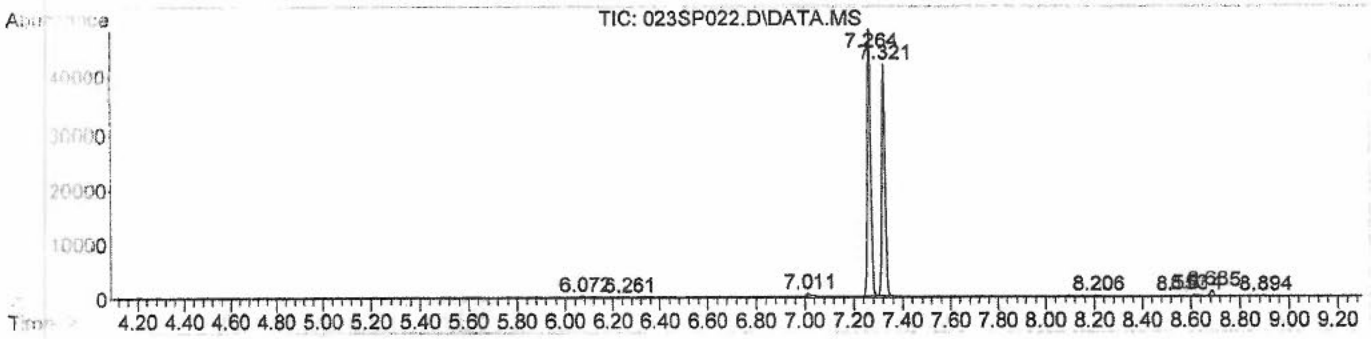
Printed on : 31 Aug 2023 5:40 am

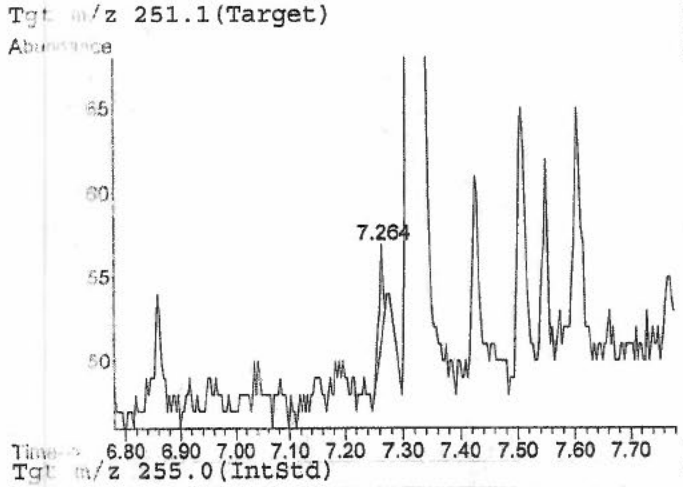
QUANTITATION REPORT FOR D-Methamphetamine ON : Quest Diagnostics/A13

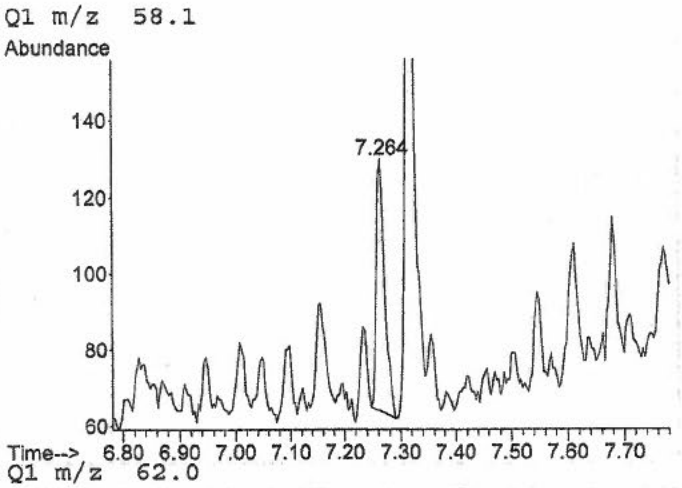
Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\023SP022.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 31 Aug 2023 4:44 am
Acquisition date : 31 Aug 2023 9:16 am
Sample Name : D958908***
Misc Info :
Vial Number : 22

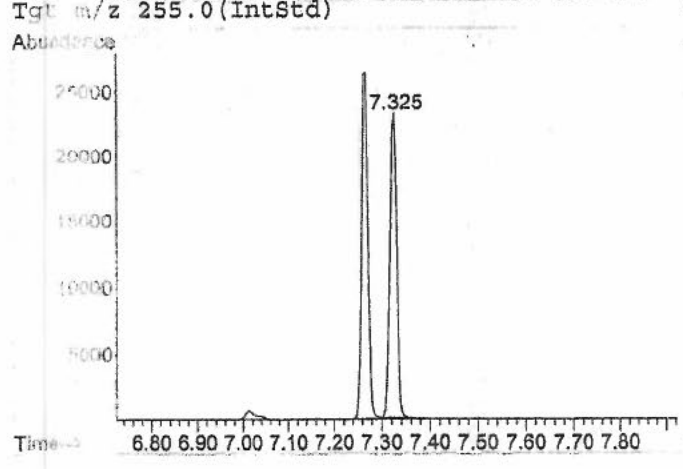
Clean
RP
AUG 31 2023

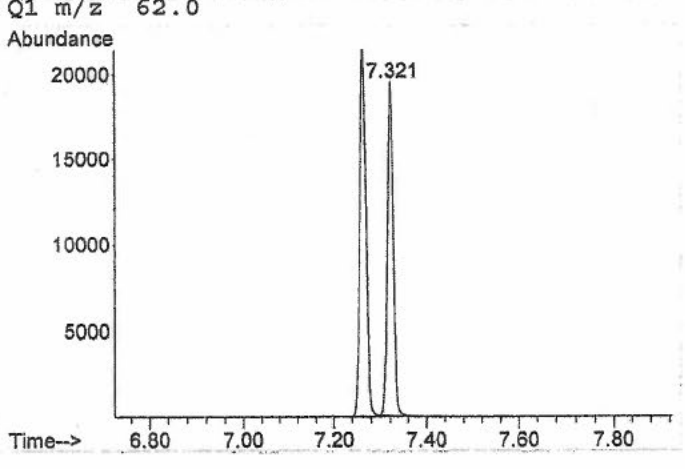
Cmpd	Signal	RT	Limits	Response	QRatio	Limits
D5 D-Methamphetamine						
	255.0	7.325	7.178- 7.471	21522		0- 102845
	62.0			17870	83.0	66.4- 99.6
L Methamphetamine						
	251.1	7.264	7.135- 7.426	4		
	58.1			68	1700.0*	58.6- 87.8







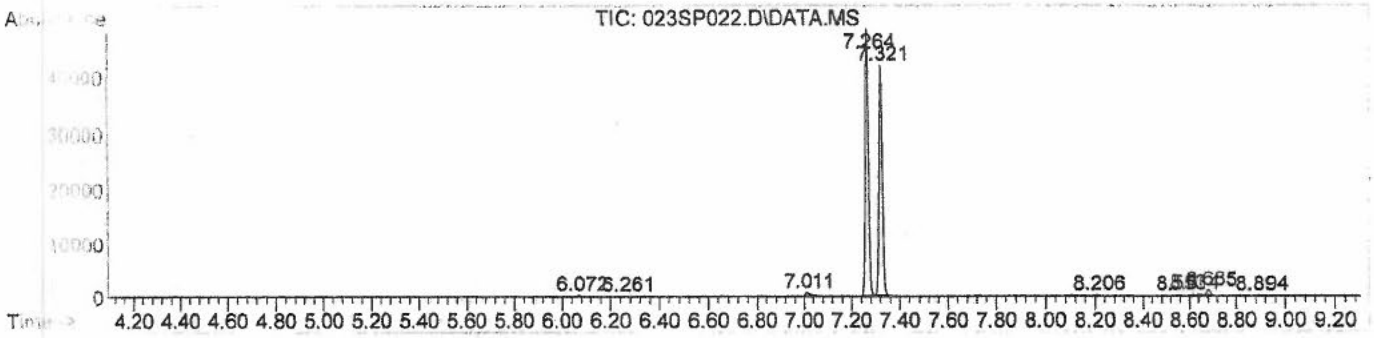


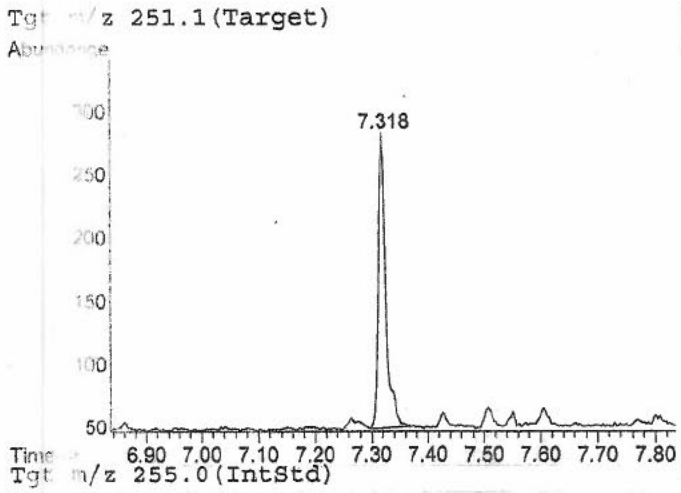


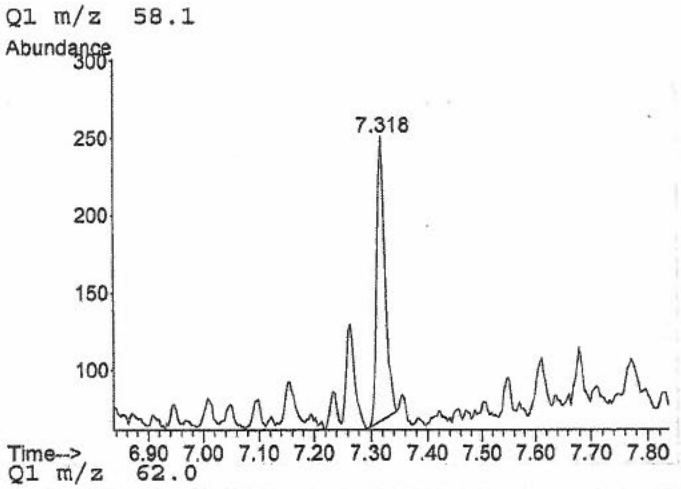
Printed on : 31 Aug 2023 9:23 am

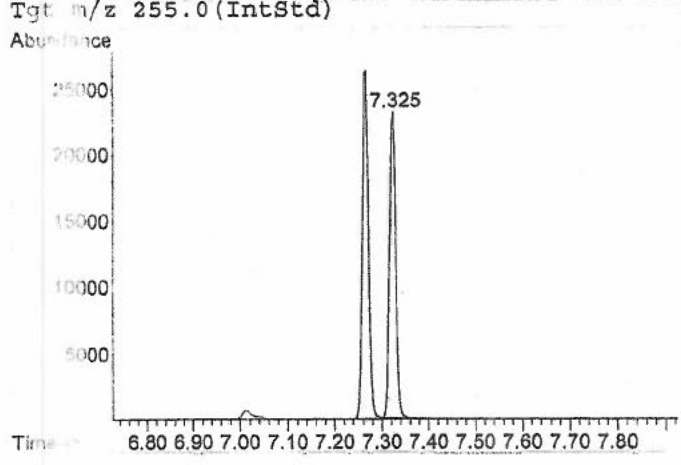
Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\023SP022.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 31 Aug 2023 4:44 am
Acquisition date : 31 Aug 2023 9:16 am
Sample Name : D958908***
Misc Info :
Vial Number : 22

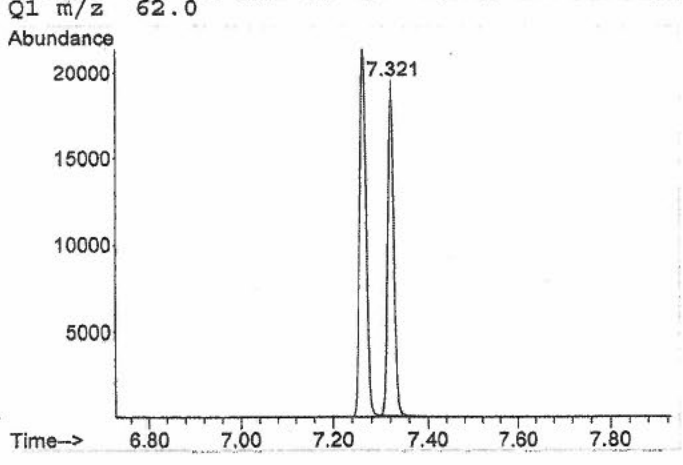
Compound	Signal	RT	Limits	Response	QRatio	Limits
D5 D-Methamphetamine						
	255.0	7.325	7.178- 7.471	21522		0- 102845
	62.0			17870	83.0	66.4- 99.6
D-Methamphetamine						
	251.1	7.318	7.188- 7.482	228		
	58.1			186	81.6	59.7- 89.5









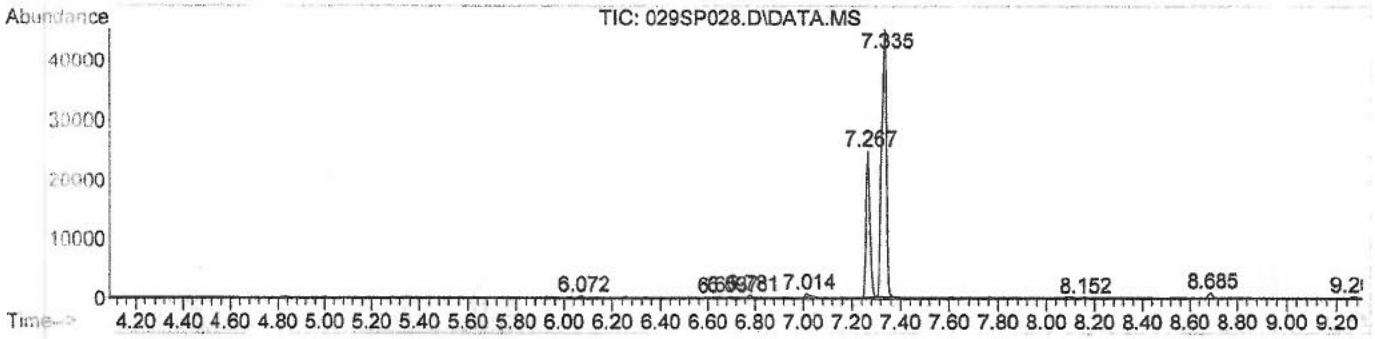


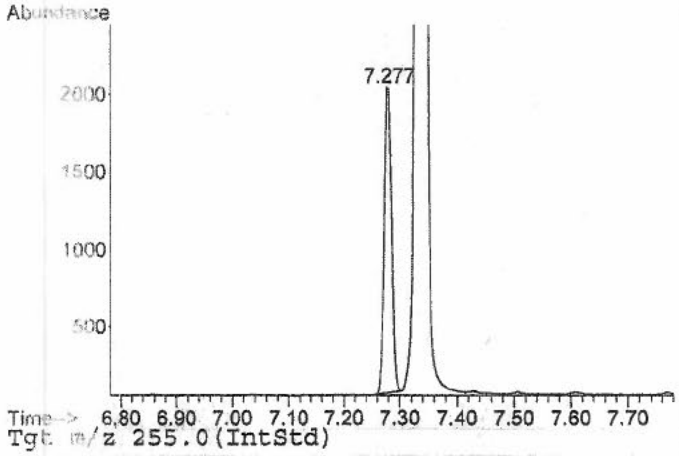
Printed on : 31 Aug 2023 9:23 am

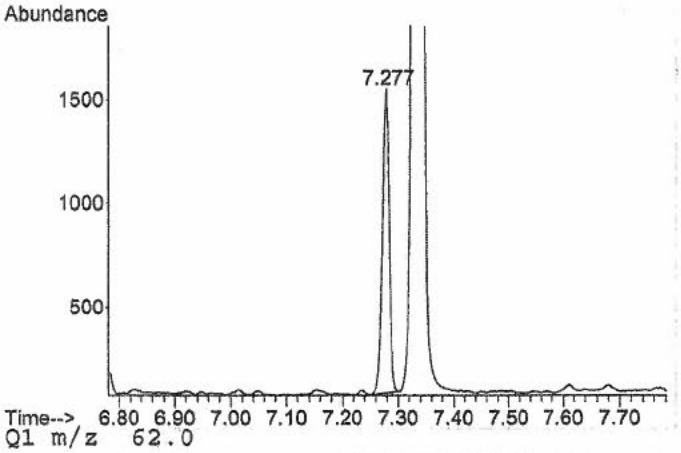
QUANTITATION REPORT FOR L-Methamphetamine ON : Quest Diagnostics/A13

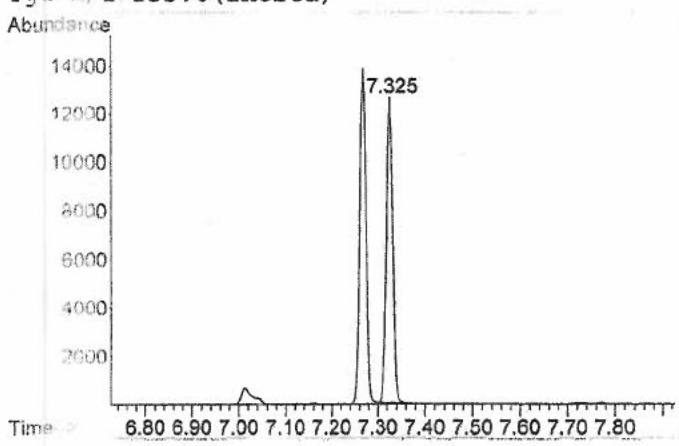
Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\029SP028.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 31 Aug 2023 4:44 am
Acquisition date : 31 Aug 2023 10:39 am
Sample Name : D894038
Misc Info :
Vial Number : 28

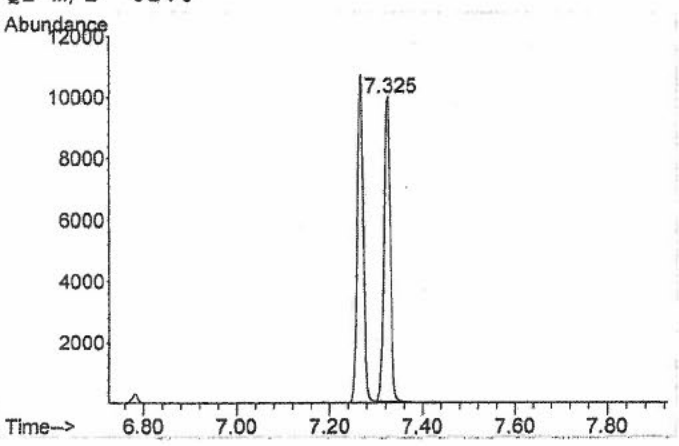
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
D5 D-Methamphetamine						
	255.0	7.325	7.178- 7.471	11388		0- 102845
	62.0			9358	82.2	66.4- 99.6
L-Methamphetamine						
	251.1	7.277	7.135- 7.426	1760		
	58.1			1295	73.6	58.6- 87.8









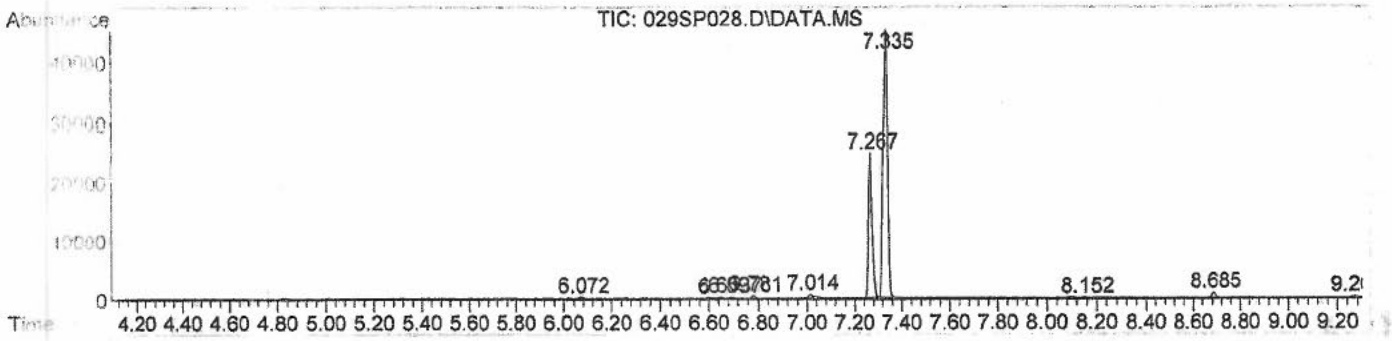


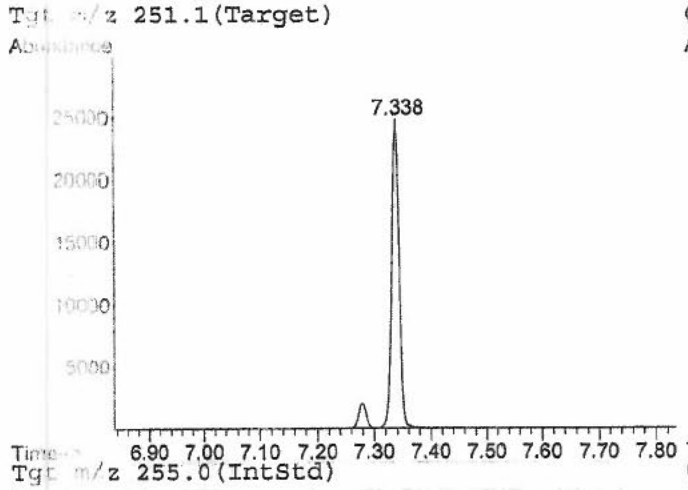
Printed on : 31 Aug 2023 10:46 am

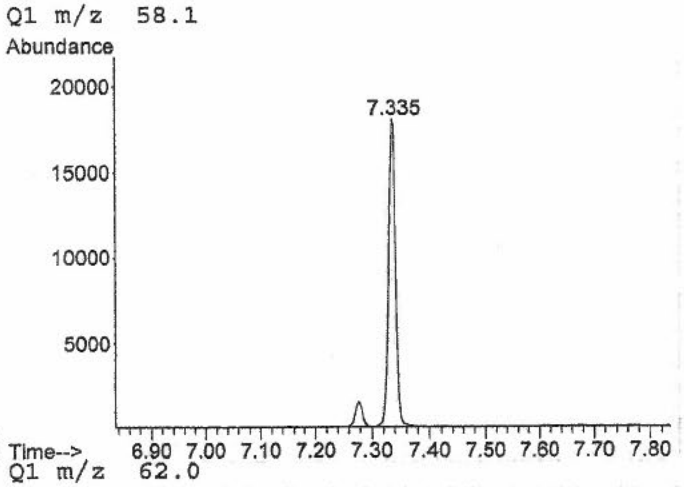
QUANTITATION REPORT FOR D-Methamphetamine ON : Quest Diagnostics/A13

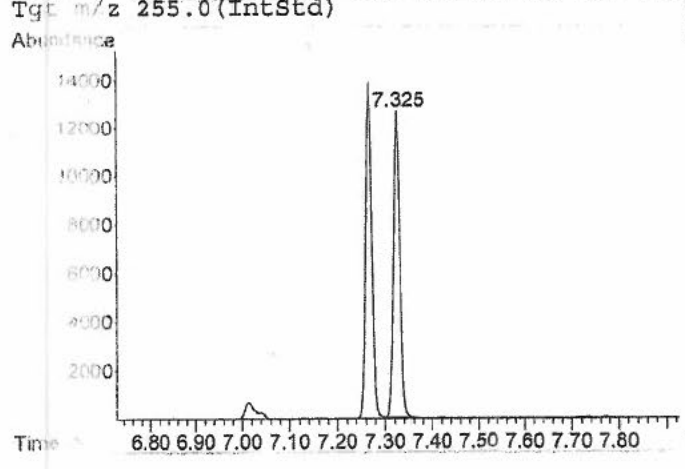
Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\029SP028.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 31 Aug 2023 4:44 am
Acquisition date : 31 Aug 2023 10:39 am
Sample Name : D894038
Misc Info :
Vial Number : 28

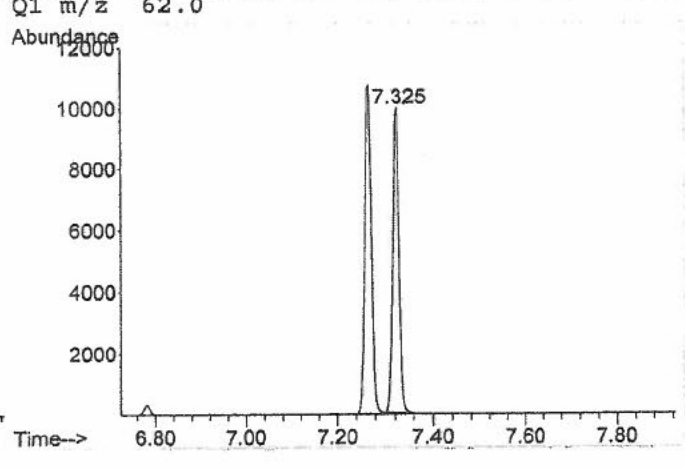
Cmpd	Signal	RT	Limits	Response	QRatio	Limits
D5 D Methamphetamine						
	255.0	7.325	7.178- 7.471	11388		0- 102845
	62.0			9358	82.2	66.4- 99.6
D-Methamphetamine						
	251.1	7.338	7.188- 7.482	22216		
	58.1			16442	74.0	59.7- 89.5









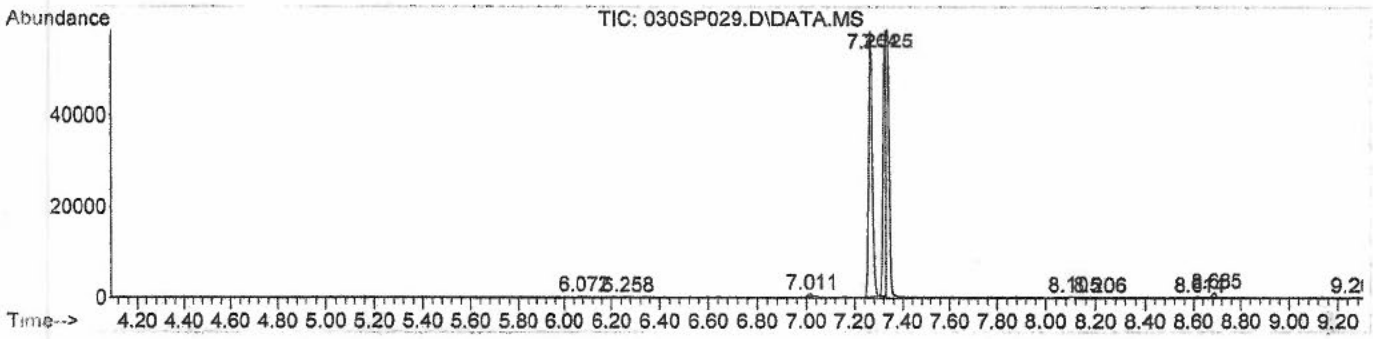


Printed on : 31 Aug 2023 10:46 am

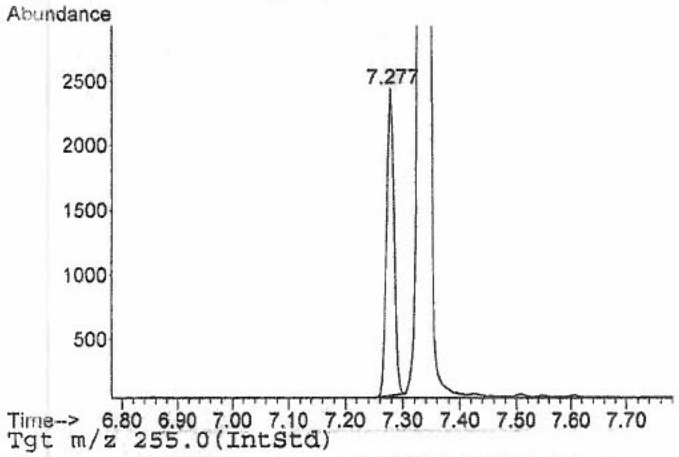
QUANTITATION REPORT FOR L-Methamphetamine ON : Quest Diagnostics/A13

Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\030SP029.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 31 Aug 2023 4:44 am
Acquisition date : 31 Aug 2023 10:53 am
Sample Name : D POS
Misc Info :
Vial Number : 29

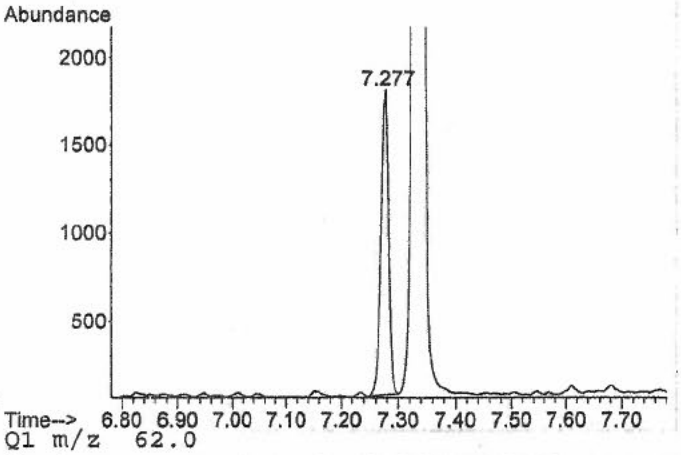
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
D5 D-Methamphetamine						
	255.0	7.325	7.178- 7.471	26588		0- 102845
	62.0			21754	81.8	66.4- 99.6
L-Methamphetamine						
	251.1	7.277	7.135- 7.426	2124		
	58.1			1620	76.3	58.6- 87.8



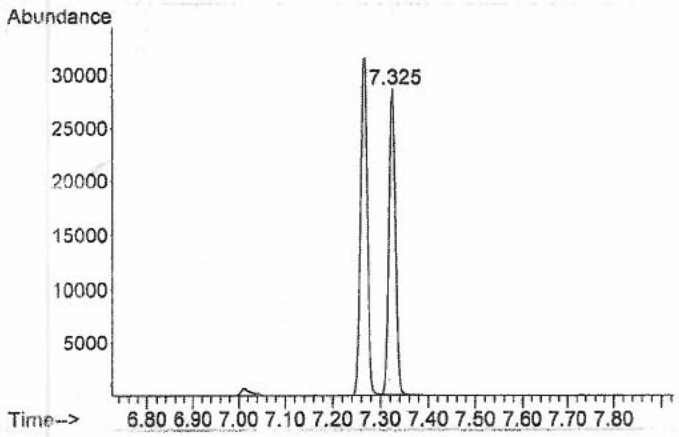
Tgt m/z 251.1(Target)



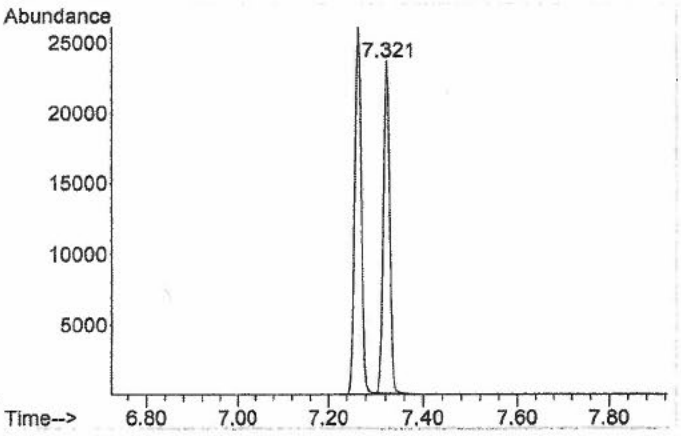
Q1 m/z 58.1



Tgt m/z 255.0(IntStd)



Q1 m/z 62.0

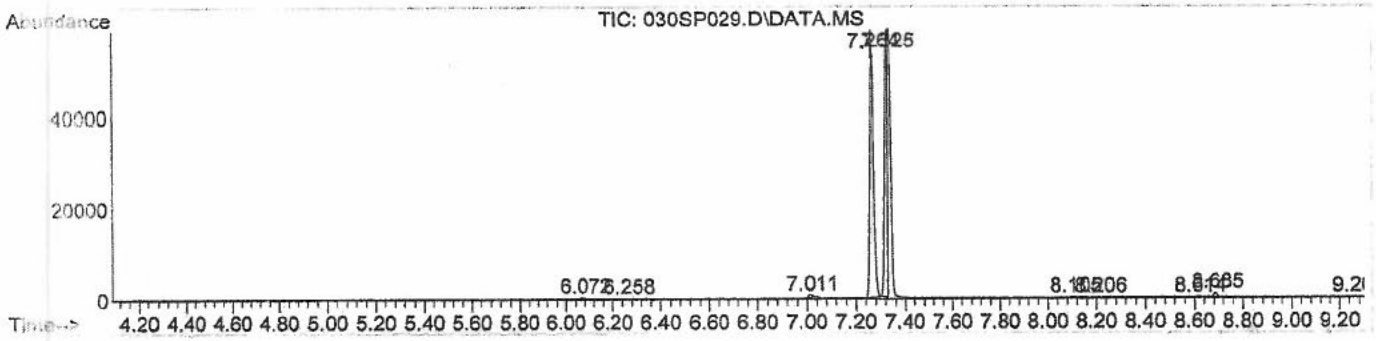


Printed on : 31 Aug 2023 11:00 am

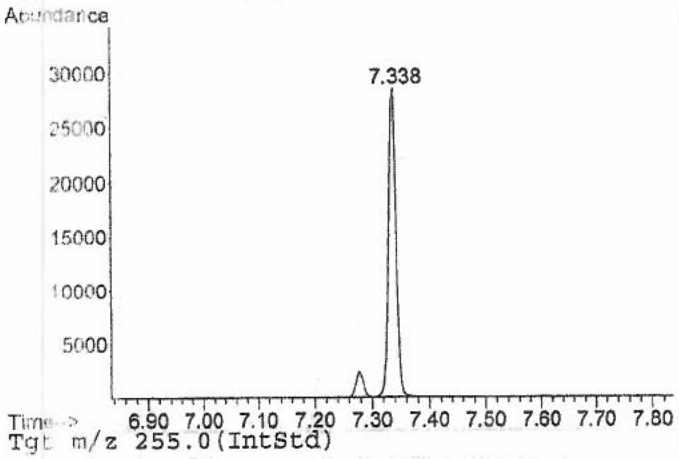
QUANTITATION REPORT FOR D-Methamphetamine ON : Quest Diagnostics/A13

Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\030SP029.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 31 Aug 2023 4:44 am
Acquisition date : 31 Aug 2023 10:53 am
Sample Name : D POS
Misc Info :
Vial Number : 29

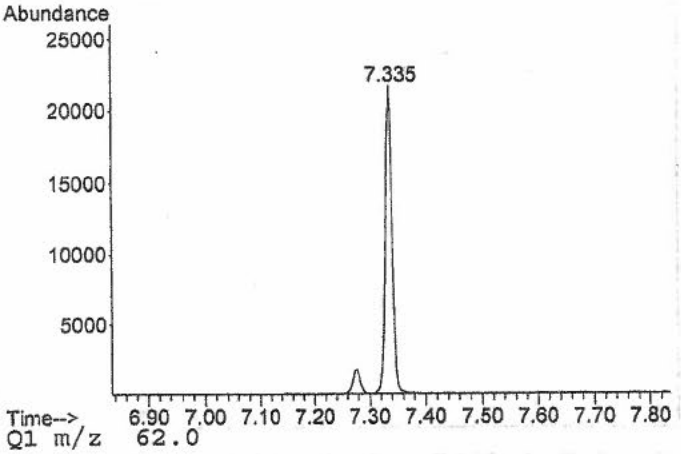
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
DS D-Methamphetamine						
	255.0	7.325	7.178- 7.471	26588		0- 102845
	62.0			21754	81.8	66.4- 99.6
D-Methamphetamine						
	251.1	7.338	7.188- 7.482	25939		
	58.1			19338	74.6	59.7- 89.5



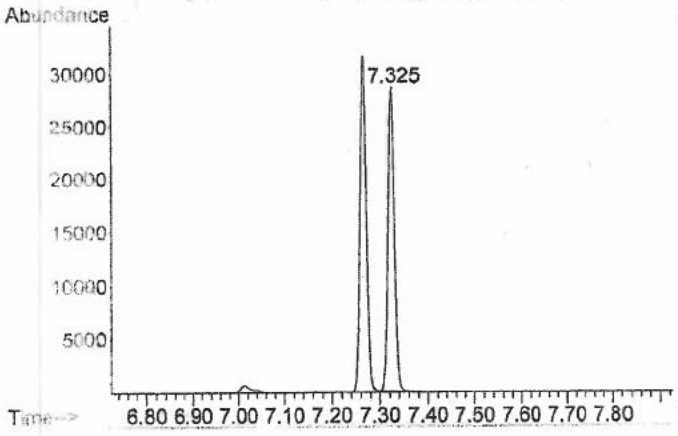
Tgt m/z 251.1(Target)



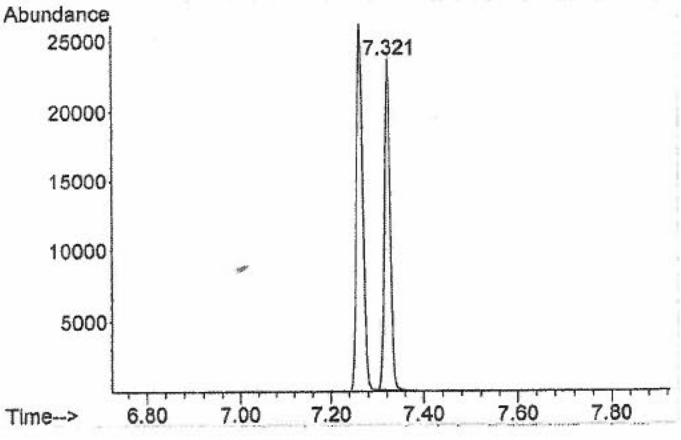
Q1 m/z 58.1



Tgt m/z 255.0(IntStd)



Q1 m/z 62.0



Printed on : 31 Aug 2023 11:00 am

CERTIFICATION INFORMATION

65124829 AREA/ROUTE/STOP: XXXXXXX
CMC/OR-PRTLD-APRT 2
CMC
12518 NE AIRPORT WY#110
PORTLAND, OR 97230

541947992 WILLIAMS,NATHANIEL J Specimen ID: [redacted]

1 8252337 D894038 08252023 01:26PM 08262023 09012023 03:01PM
Client Site Location:
REASON FOR TEST: REASONABLE SUSPICION/CAUSE

FINAL

ROLODEX ID:_____ 1180000048
Seals Intact: Yes

Split Specimen Received N

*** POSITIVE/ABNORMAL REPORT ***

Tests Ordered: 8408N (METHAMPHETAMINE, D&L) 30983N (POCT SAP-8 +MDMA5/TS)

Urine Specimen Validity Testing		Acceptable Range
CREATININE	84.7 mg/dL	>/= 20 mg/dL
pH	5.0	4.5-8.9
OXIDIZING ADULTERANTS	Negative	

Urine Substance Abuse Panel			Initial Test Level	MS Confirm Test Level
AMPHETAMINE/METHAMPHETAMINE			1000 ng/mL	
AMPHETAMINE		POSITIVE		500 ng/mL
METHAMPHETAMINE		POSITIVE		500 ng/mL
BARBITURATES	Negative		300 ng/mL	300 ng/mL
BENZODIAZEPINES	Negative		300 ng/mL	300 ng/mL
COCAINE METABOLITE (BZE)	Negative		300 ng/mL	150 ng/mL
MARIJUANA METABOLITE (THCA)	Negative		50 ng/mL	15 ng/mL
METHADONE	Negative		300 ng/mL	300 ng/mL
MDMA/MDA	Negative		500 ng/ml	250 ng/ml
CODEINE/MORPHINE	Negative		2000 ng/mL	2000 ng/mL
PHENCYCLIDINE	Negative		25 ng/mL	25 ng/mL

Urine Add Tests (d,l-Methamphetamine)

d-METHAMPHETAMINE	92 %
l-METHAMPHETAMINE	8 %

Urine Quantitative Results

AMPHETAMINE	2069 ng/mL

>> REPORT CONTINUED ON NEXT PAGE <<

CONTINUED REPORT

65124829 AREA/ROUTE/STOP: XXXXXXX
CMC/OR-PRTLD-APRT 2
CMC
12518 NE AIRPORT WY#110
PORTLAND, OR 97230

541947992 WILLIAMS,NATHANIEL J Specimen ID: [redacted]

2 8252337 D894038 08252023 01:26PM 08262023 09012023 03:01PM
Client Site Location:
REASON FOR TEST: REASONABLE SUSPICION/CAUSE

FINAL

ROLODEX ID:_____ 1180000048

Urine Quantitative Results

METHAMPHETAMINE 531 ng/mL

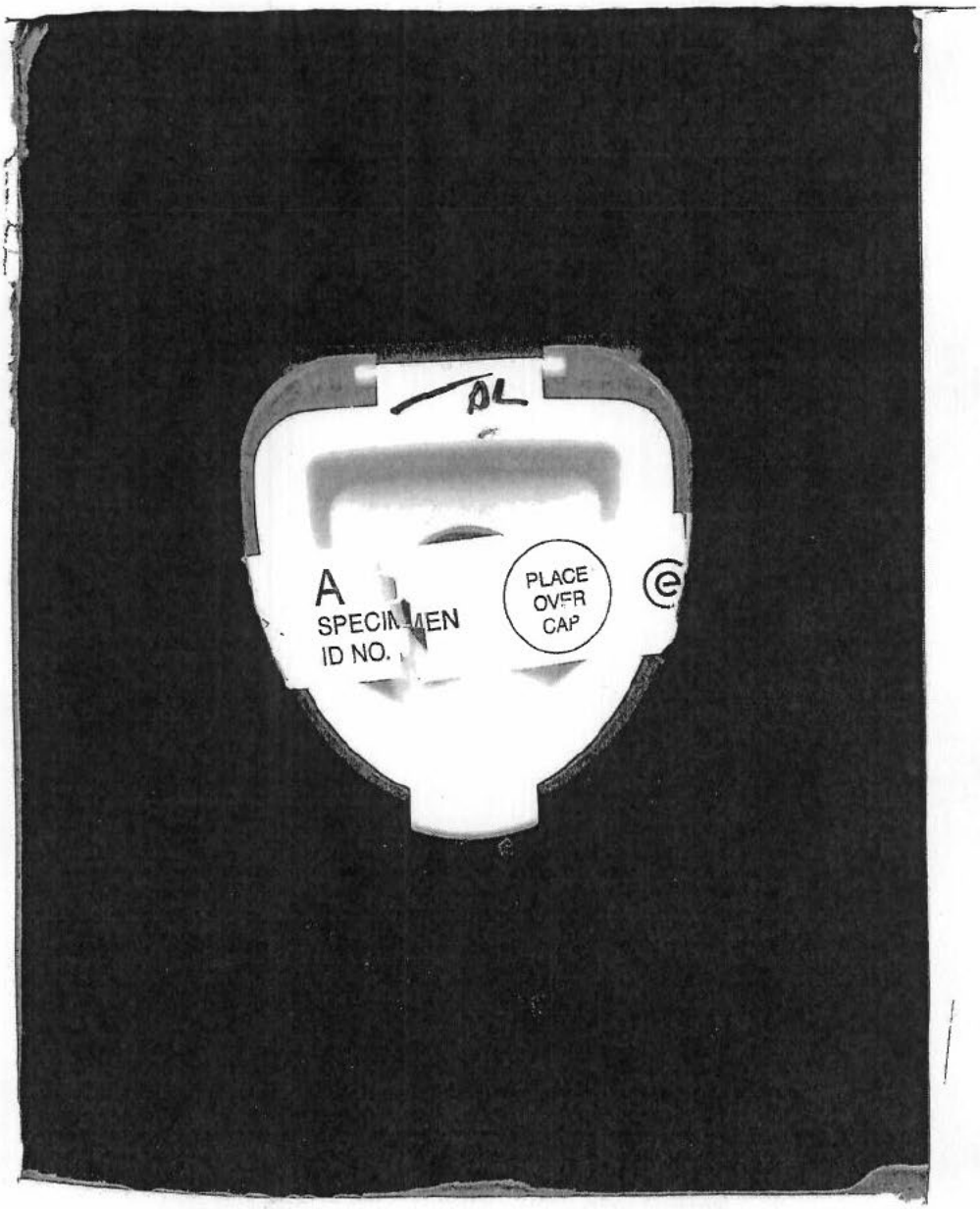
CERTIFYING TECHNICIAN/SCIENTIST: KSWF01
SPECIMEN RECEIVED AND PROCESSED IN THE LENEXA DHHS CERTIFIED LABORATORY USING AP

LAB Quest Diagnostics-Lenexa
10101 Renner Blvd
Lenexa KS 66219

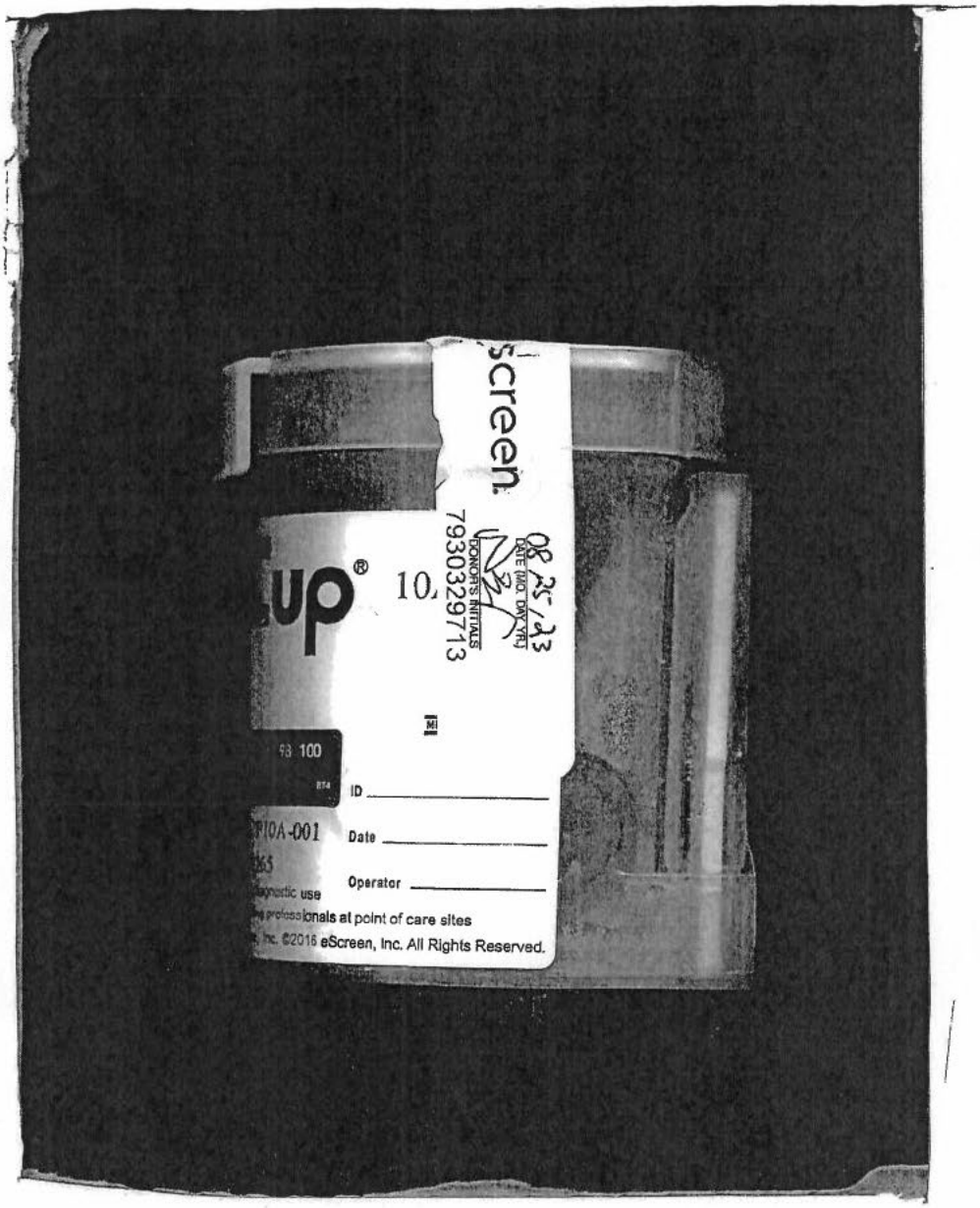
>> END OF REPORT <<

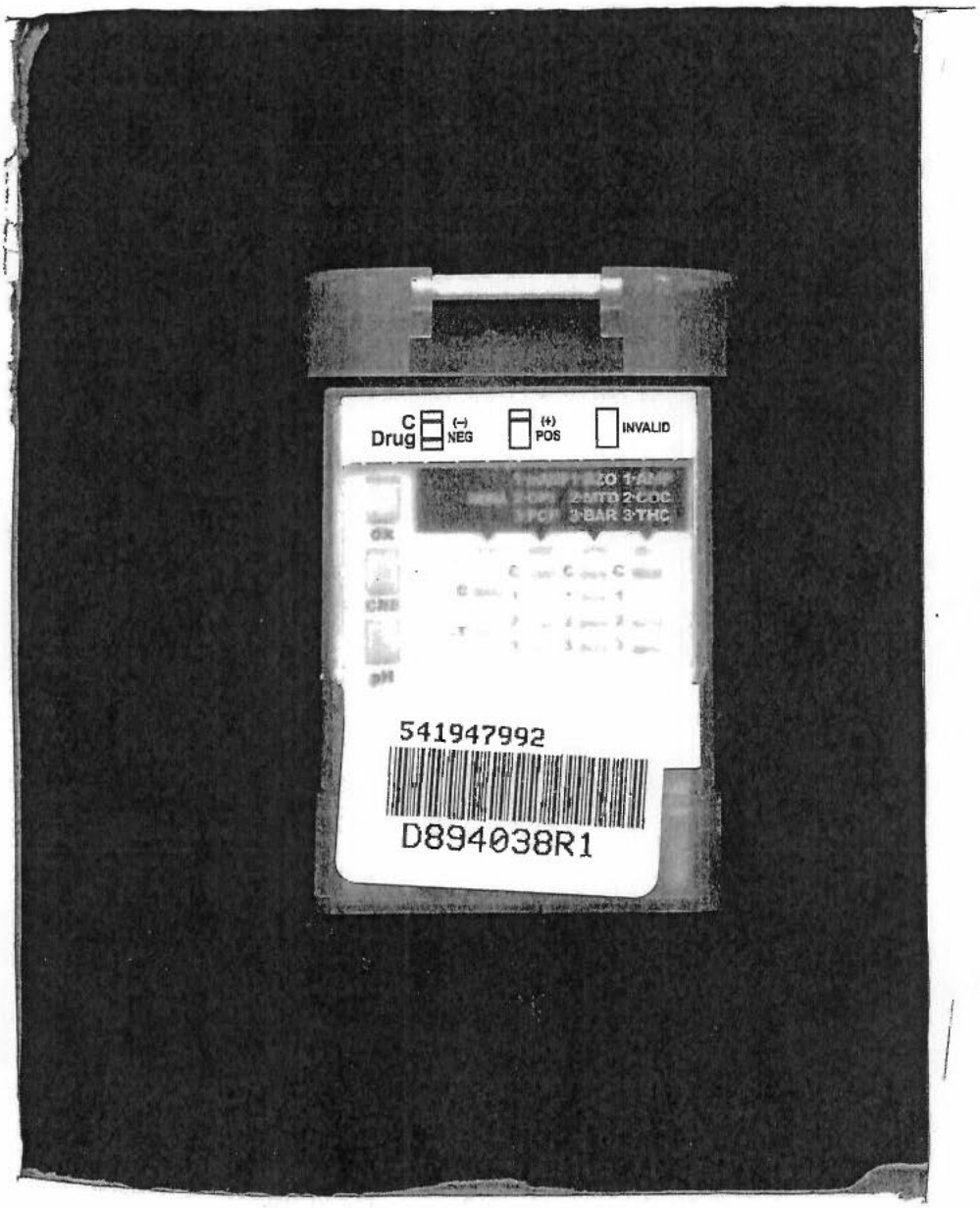
2 √

SPECIMEN STORAGE INFORMATION


A
SPECIMEN
ID NO.
PLACE
OVER
CAP


7930329713
40
20
ml


Screen
08/25/23
DATE (MO. DAY. YR.)
DONOR'S INITIALS
7930329713
ID
Date
Operator
professionals at point of care sites
Inc. ©2016 eScreen, Inc. All Rights Reserved.


C
Drug
(-)
NEG
(+)
POS
INVALID
541947992
D894038R1

MANUAL FAT STORAGE LIST PAGE 1

08/26/2023

CHAIN OF CUSTODY LOG

DATE		RELEASED BY		RECEIVED BY	PURPOSE TRANSFER
08/26/2023	Sign.	PROCESSING TS	Sign.	JESUS CHAVEZ BERNAL	~~TEMPORARY STORAGE~~ JCB 8/26/23
	Name		Name		
AUG 2 6 2023	Sign.		Sign.	~~EAST COOLER TS~~	~~TEMP STORAGE~~
	Name	~~JESUS CHAVEZ BERNAL~~	Name		
	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		
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	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		

MANUAL FAT STORAGE LIST PAGE 2

08/26/2023

BOX: G049653 (open) LAST ENTRY: 08/26/2023 LAST ID: KSJC19

ROW	COL	ACCESSION	PATIENT NAME
A	1	D894608R1	X
A	2	D894379R1	[redacted]
A	3	D894014R1	X
A	4	D894464R1	X
A	5	D894625R1	X
A	6	D894648R1	X
A	7	D894667R1	[redacted]
A	8	D894691R1	X
A	9	D894359R1	X
A	10	D894748R1	[redacted]
B	1	D894712R1	[redacted]
B	2	D894567R1	
B	3	D894542R1	
B	4	D894108R1	
B	5	D894520R1	
B	6	D894498R1	
B	7	D894441R1	
B	8	D894402R1	
B	9	D894056R1	X
B	10	D894132R1	[redacted]
C	1	D894196R1	[redacted]
C	2	D894338R1	
C	3	D894081R1	
C	4	D894038R1	541947992
C	5	D893801R1	[redacted]
C	6	D893845R1	
C	7	D893877R1	
C	8	D893991R1	
C	9	D893965R1	X
C	10	D893777R1	[redacted]
D	1	D893749R1	[redacted]
D	2	D893631R1	
D	3	D893590R1	
D	4	D893933R1	X

** END **

URINE POS STORAGE LIST PAGE 1

08/26/2023

CHAIN OF CUSTODY LOG

DATE		RELEASED BY		RECEIVED BY	PURPOSE
08/26/2023	Sign.		Sign.		TRANSFER
	Name	PROCESSING TS	Name	ROBIN CULVER	~~TEMPORARY STORAGE~~ RC 8.26.23
AUG 2 6 2023	Sign.		Sign.		
	Name	ROBIN CULVER	Name	EAST COOLER TS	TEMP STORAGE
	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		

148

BOX: P060128 (open) LAST ENTRY: 08/26/2023 LAST ID: KSRC07

ROW	COL	ACCESSION	PATIENT NAME
A	1	D885891R1	[redacted]
A	2	D885936R1	
A	3	D886660R1	
A	4	D888872R1	
A	5	D889824R1	
A	6	D889587R1	
A	7	D889733R1	
A	8	D890187R1	
A	10	D890708R1	
B	1	D890798R1	[redacted]
B	2	D893213R1	
B	3	D891331R1	
B	4	D893457R1	
B	5	D891998R1	
B	6	D892228R1	
B	7	D892890R1	
B	8	D892959R1	
B	9	D892722R1	
B	10	D892908R1	
C	1	D893231R1	[redacted]
C	2	D888452R1	
C	3	D889060R1	
C	4	D888994R1	
C	5	D887906R1	
C	6	D889492R1	
C	8	D890028R1	
C	9	D890181R1	
C	10	D891525R1	
D	1	D891288R1	[redacted]
D	2	D893738R1	
D	3	D893684R1	
D	4	D894600R1	
D	5	D894713R1	
D	6	D895925R1	
D	7	D889127R1	
D	8	D889864R1	
D	9	D888069R1	X
D	10	D898173R1	[redacted]
E	2	D898307R1	X
E	3	D898328R1	X
E	4	D876048R1	[redacted]
E	5	D876748R1	
E	6	D876941R1	
E	7	D885972R1	

BOX P060128 (Continued)

ROW	COL	ACCESSION	PATIENT NAME
E	8	D885595R1	[redacted]
E	9	D885414R1	
E	10	D885238R1	
F	1	D886792R1	[redacted]
F	2	D898313R1	X
F	3	D886513R1	[redacted]
F	4	D887017R1	
F	5	D869610R1	
F	6	D890561R1	
F	7	D878365R1	
F	8	D898309R1	X
F	9	D898103R1	[redacted]
F	10	D898323R1	X
G	1	D888355R1	[redacted]
G	2	D886750R1	
G	3	D891022R1	X
G	4	D885005R1	[redacted]
G	5	D891067R1	
G	6	D862355R1	
G	7	D893071R1	X
G	8	D887232R1	[redacted]
G	9	D887727R1	
G	10	D894691R1	X
H	1	D894038R1	541947992
H	2	D891050R1	[redacted]
H	3	D891986R1	
H	4	D894209R1	
H	5	D893117R1	
H	6	D893315R1	X
H	7	D893376R1	X
H	8	D894007R1	X
H	9	D893530R1	[redacted]
H	10	D894039R1	X
I	1	D894839R1	[redacted]
I	2	D894616R1	
I	3	D894868R1	
I	4	D895772R1	
I	5	D895865R1	
I	6	D896204R1	
I	7	D895979R1	
I	8	D896961R1	
I	9	D895731R1	
I	10	D896548R1	X

BOX P060128 (Continued)

ROW	COL	ACCESSION	PATIENT NAME
J	1	D895813R1	[redacted]
J	2	D896079R1	
J	3	D897576R1	X
J	4	D880825R1	[redacted]
J	5	D880652R1	
J	6	D881132R1	
J	7	D881514R1	
J	9	D897061R1	
J	10	D884146R1	
K	1	D884144R1	[redacted]
K	2	D886473R1	
K	3	D887481R1	
K	4	D888613R1	
K	5	D890527R1	
K	6	D891948R1	
K	7	D893728R1	
K	8	D883432R1	
K	9	D892199R1	
K	10	D890254R1	
L	1	D894820R1	[redacted]
L	2	D898140R1	
L	3	D895097R1	
L	4	D892741R1	
L	5	D896667R1	X
L	6	D890605R1	[redacted]
L	7	D897694R1	X
L	8	D897627R1	[redacted]

** END **

08/30/2023

CHAIN OF CUSTODY LOG

DATE	RELEASED BY	RECEIVED BY	PURPOSE
08/30/2023 Sign.	Sign.	Sign.	TRANSFER
AUG 3 0 2023 Name	PROCESSING TS	JENNIFER LONG	~~TEMPORARY STORAGE~~ 8-30-23
Sign.	JENNIFER LONG	EAST COOLER TS	TEMP STORAGE
Name			
Sign.	Sign.		
Name	Name		
Sign.	Sign.		
Name	Name		
Sign.	Sign.		
Name	Name		
Sign.	Sign.		
Name	Name		
Sign.	Sign.		
Name	Name		
Sign.	Sign.		
Name	Name		
Sign.	Sign.		
Name	Name		
Sign.	Sign.		
Name	Name		
Sign.	Sign.		
Name	Name		
Sign.	Sign.		
Name	Name		
Sign.	Sign.		
Name	Name		
Sign.	Sign.		
Name	Name		

152

BOX: P060193 (open) LAST ENTRY: 08/30/2023 LAST ID: KSJL12

ROW	COL	ACCESSION	PATIENT NAME
A	1	D933923R1	[redacted]
A	2	D938805R1	
A	3	D931983R1	
A	4	D913344R1	
A	5	D933187R1	
A	6	D937620R1	
A	7	D932323R1	
A	8	D929347R1	
A	9	D943989R1	
A	10	D957209R1	X
B	1	D951902R1	[redacted]
B	2	D931849R1	
B	3	D957319R1	X
B	4	D932505R1	[redacted]
B	5	D957260R1	X
B	6	D932471R1	[redacted]
B	7	D957365R1	X
B	8	D933406R1	[redacted]
B	9	D940846R1	
B	10	D945284R1	
C	1	D944511R1	[redacted]
C	2	D942115R1	
C	3	D957428R1	X
C	4	D957577R1	X
C	5	D929257R1	[redacted]
C	6	D945272R1	
C	7	D957226R1	X
C	8	D957406R1	X
C	9	D944337R1	[redacted]
C	10	D945673R1	
D	1	D883350R1	[redacted]
D	2	D882505R1	
D	3	D876072R1	
D	4	D886321R1	
D	5	D887640R1	
D	6	D862960R1	
D	7	D882697R1	
D	8	D887096R1	
D	9	D878447R1	
D	10	D890915R1	
E	1	D792415R1	[redacted]
E	2	D894879R1	
E	3	D883329R1	
E	4	D879851R1	

BOX P060193 (Continued)

ROW	COL	ACCESSION	PATIENT NAME
E	5	D878256R1	[redacted]
E	6	D875381R1	
E	7	D812255R1	
E	8	D891022R1	
E	9	D871483R1	
E	10	D816399R1	
F	1	D894038R1	541947992
F	2	D947670R1	[redacted]
F	3	D953197R1	
F	4	D949348R1	
F	5	D951776R1	
F	6	D949556R1	
F	7	D953352R1	
F	8	D949120R1	
F	9	D956619R1	
F	10	D958951R1	X
G	1	D951465R1	[redacted]
G	2	D953462R1	
G	3	D948619R1	
G	4	D780998R1	
G	5	D949324R1	
G	6	D956283R1	X
G	7	D959038R1	X
G	8	D923473R1	[redacted]
G	9	D959026R1	X
G	10	D959080R1	[redacted]

** END **

LONG TERM STORAGE STORAGE LIST PAGE 1

09/07/2023

CHAIN OF CUSTODY LOG

RC

DATE	RELEASED BY	RECEIVED BY	PURPOSE
09/07/2023 Sign. Name	EAST COOLER TS	RAQUEL CUKIERKORN	REBANKING 9172 ~~TEMPORARY STORAGE~~
SEP 07 2023 Sign. Name	RAQUEL CUKIERKORN	EAST FREEZER	LONG-TERM STORAGE
FEB 21 2024 Sign. Name	EAST FREEZER	KOURTNEY MARLOWE	copy of seals D8940388-R1
FEB 21 2024 Sign. Name	KOURTNEY MARLOWE	EAST FREEZER	Long Term storage
Sign. Name			
Sign. Name			
Sign. Name			
Sign. Name			
Sign Name			
Sign. Name			
Sign. Name			
Sign. Name			
Sign. Name			
Sign. Name			

LONG TERM STORAGE STORAGE LIST PAGE 2

09/07/2023

BOX. Y023099 (open) LAST ENTRY: 09/07/2023 LAST ID: KSRCOS

ROW	COL	ACCESSION	PATIENT NAME
A	1	D957388R1	[redacted]
A	2	D946256R1	
A	3	D955881R1	
A	4	D935030R1	
A	5	D935748R1	
A	6	D939496R1	
A	7	D944745R1	
A	8	D956925R1	
A	9	D944169R1	
A	10	D948948R1	
B	1	D934652R1	[redacted]
B	2	D946020R1	
B	3	D943863R1	
B	4	D949877R1	
B	5	D934624R1	
B	6	D933471R1	
B	7	D944103R1	
B	8	D932640R1	
B	9	D935593R1	
B	10	D934245R1	
C	1	D944240R1	[redacted]
C	2	D932520R1	
C	3	D945284R1	
C	4	D934559R1	
C	5	D933406R1	
C	6	D936147R1	
C	7	D932471R1	
C	8	D936142R1	
C	9	D943989R1	
C	10	D937041R1	
D	1	D924653R1	[redacted]
D	2	D936207R1	
D	3	D938756R1	
D	4	D940596R1	
D	5	D936550R1	
D	6	D938050R1	
D	7	D938182R1	
D	8	D941263R1	
D	9	D842455R1	
D	10	D831477R1	
E	1	D946239R1	[redacted]
E	2	D844625R1	
E	3	D931966R1	
E	4	D930046R1	

LONG TERM STORAGE STORAGE LIST PAGE 3

09/07/2023

BOX Y023099 (Continued)

ROW	COL	ACCESSION	PATIENT NAME
E	5	D943481R1	[redacted]
E	6	D942577R1	
E	7	D932508R1	
E	8	D931018R1	
E	9	D936393R1	
E	10	D934383R1	
F	1	D938601R1	[redacted]
F	2	D939622R1	
F	3	D934159R1	
F	4	D941221R1	
F	5	D940332R1	
F	6	D941057R1	
F	7	D942677R1	
F	8	D959080R1	
F	9	D923473R1	
F	10	D956283R1	
G	1	D875381R1	[redacted]
G	2	D780998R1	
G	3	D951465R1	
G	4	D953462R1	
G	5	D949120R1	
G	6	D956619R1	
G	7	D949348R1	
G	8	D953352R1	
G	9	D894038R1	S41947992
G	10	D951776R1	[redacted]
H	1	D953197R1	[redacted]
H	2	D871483R1	
H	3	D891022R1	
H	4	D812255R1	
H	5	D878256R1	
H	6	D879851R1	
H	7	D894879R1	
H	8	D792415R1	
H	9	D890915R1	
H	10	D887096R1	

** END **

PERSONNEL QUALIFICATIONS

CURRICULUM VITAE

NAME: **WILLIAM K. FLOYD**
ADDRESS: 10101 Renner Blvd.
Lenexa, KS 66219
913-577-1891

EDUCATION:

Bachelor of Science, Major-Biology, Minor-Chemistry
University of Mississippi, University, MS

Certificate in Nuclear Medicine Technology
University of Mississippi Medical Center, Jackson, MS

EXPERIENCE:

March 2021 to present — Quest Diagnostics, Inc., Lenexa, KS
Positive Certifying Scientist

Responsibilities include documentation of urine results by EMIT, GC/MS and LC-MS/MS analysis; documentation of oral fluid results by EMIT analysis; technical resource for personnel within all sections of the laboratory; review of data packets for federal government inspections.

May 2019 to March 2021 — Quest Diagnostics, Inc., Tucker, GA
Alternate Responsible Person, Positive Certifying Scientist

Responsibilities included documentation of urine results by EMIT, GC/MS and LC-MS/MS analysis; review of data packets for federal government inspections; preparation of requested information for NLCP involving samples with discrepant results between different laboratories; consultation with medical review officers and clients concerning specimen results and drug interactions; technical resource for personnel within all sections of the laboratory.

March 2017 to April 2019 — Quest Diagnostics, Inc., Norristown, PA
Positive Certifying Scientist

Responsibilities included documentation of urine results by EMIT, GC/MS and LC-MS/MS analysis; documentation of oral fluid results by EMIT and LC-MS/MS analysis; consultation with medical review officers and clients concerning specimen results and drug interactions; assisting the Responsible Person with the preparation and review of litigation packets.

May 2014 to March 2017	MedTox Laboratories, Saint Paul, MN Clinical Certifying Scientist

Responsibilities included documentation of urine results by LC-MS/MS analysis; consultation with clients concerning specimen results, drug interactions and clinical toxicology questions.

January 2013 to February 2014	Forensic Laboratories, Denver, CO Clinical Certifying Scientist

Responsibilities included documentation of urine and oral fluid results by LC-MS/MS analysis; operation and maintenance of Varian LC/MS and Agilent LC-MS/MS instruments.

December 2008 to December 2012	Laboratory Corporation of America, Southaven, MS Positive Certifying Scientist

Responsibilities included documentation of urine results by EMIT and GC/MS analysis; documentation of urine and blood alcohol results by GC/FID analysis; review of data packets for federal government inspections; review of litigation packets; consultation with clients and medical review officers concerning specimen results and drug interactions; training of department personnel.

CERTIFICATIONS/LICENSES:

Technologist in Chemistry by American Society of Clinical Pathologists

Certified Nuclear Medicine Technologist by The Nuclear Medicine Technology Certification Board

CURRICULUM VITAE

NAME: **Mahoney Augustine**

ADDRESS: 10101 Renner Boulevard
Lenexa, KS 66219
(913) 888-1770 – Work

EDUCATION: Bachelor of Science, Major – Biology.
Park University – Parkville, Missouri 2015

EXPERIENCE:

Dec 2021 – Present
Quest Diagnostics, Lenexa, KS
Non-Negative Certifying Scientist

Responsibilities as a certifying scientist include reviewing and certifying the screening, confirmation, and specimen validity data for drugs of abuse.

April 2019 - Dec 2021
Quest Diagnostics, Lenexa, KS
Forensic Scientist II

Responsibilities include operating and maintaining MS instruments; reviewing positive and negative federal/non-federal urine, blood, hair and oral fluid samples, ability to trouble shoot GCMS and LCMSMS instrumentation.

Aug 2017 to April 2019
Quest Diagnostics, Lenexa, KS
Forensic Scientist II

Responsibilities include maintaining proficiency in all principle duties of a Forensic Scientist I. Assist in troubleshooting of all analytical test methods in the area of responsibility. Actively participate in development and implementation of process improvements within the area of responsibility. Participate in periodic or new method validation. Maintain acceptable productivity and quality levels, and notify Supervisor and/or Group Leads of equipment or production problems. Assist with oversight and training of department employees as necessary and other duties as assigned by the Supervisor and/or Team Leads.

Oct 2015 to
Aug 2017

Quest Diagnostics, Lenexa, KS
Forensic Scientist I

Responsibilities include preparing urine, oral fluid, and blood samples to be tested for drugs of abuse and alcohol by GC, GC/MS and LC/MS/MS. Preparing all solutions needed in the various extraction processes. Restock general lab supplies.

Curriculum Vitae

DAWN M. HAHN

Quest Diagnostics, Inc.
10101 Renner Boulevard
Lenexa, KS 66219
(913) 577-1632; Fax: (913) 895-2622
E-mail: dawn.m.hahn@questdiagnostics.com

EDUCATION

1984	**Bachelor of Arts; Medical Technology** Northwestern College; Orange City, Iowa
2014	**Masters of Business; Administration** John Hancock University, Chicago, Illinois

EXPERIENCE

September 2023-Present	**Sr. Director, Laboratory Operations and Responsible Person Quest Diagnostics, Inc.; Lenexa, KS** *Responsibilities include: preparing and maintaining standard operating procedures for drug testing; establish training protocol for personnel; ensure training is complete; ensure analytical methods are validated; establish acceptable performance limits on QC; ensure the laboratory follows HHS Guidelines for regulated testing; ensure all appropriate corrective action is implemented for any PT or inspection issue; assist in maintaining toxicology budget; and interface with inspection teams*
September 2013 - September 2024	**Director, Laboratory Operations and Responsible Person Quest Diagnostics, Inc.; Lenexa, KS** *Responsibilities include: preparing and maintaining standard operating procedures for drug testing; establish training protocol for personnel; ensure training is complete; ensure analytical methods are validated; establish acceptable performance limits on QC; ensure the laboratory follows HHS Guidelines for regulated testing; ensure all appropriate corrective action is implemented for any PT or inspection issue; assist in maintaining toxicology budget; and interface with inspection teams*
September 2010 - September 2013	**Laboratory Operations Manager and Responsible Person Quest Diagnostics, Inc.; Lenexa, KS** *Responsibilities include: preparing and maintaining standard operating procedures for drug testing;, establish training protocol for personnel; ensure training is complete, ensure analytical methods are validated; establish acceptable performance limits on QC; ensure the laboratory follows HHS Guidelines for regulated testing; ensure all appropriate corrective action is implemented for any PT or inspection issue assisting; assisting in maintaining toxicology budget; and interfacing with inspection teams*

November 2005 – September 2010	**Manager of Toxicology** Quest Diagnostics, Inc.; Lenexa, KS
August 2006 - Present	**Responsible Person, Laboratory Manager** Quest Diagnostics, Inc.; Lenexa, KS
November 2005 - August 2006	**Alternate Responsible Person** Quest Diagnostics, Inc.; Lenexa, KS (formerly Lab*One*, Inc.)
November 2000 - November 2005	**Alternate Responsible Person** Lab*One*, Inc.; Lenexa, KS
July 1999 – November 2005	**Director of Toxicology** Lab*One*, Inc.; Lenexa, KS
November 1997 - June 1999	**Manager of Toxicology** Lab*One*, Inc.; Overland Park, KS
January 1995 - November 1997	**SAT Lab Coordinator** Lab*One*, Inc.; Overland Park, KS
February 1990 - December 1994	**GC/MS Operator/Certifying Scientist Forensic Drug Testing Laboratory** Lab*One*, Inc.; Overland Park, KS
October 1987 - February 1990	**Generalist, Blood Laboratory** Home Office Reference Laboratory; Overland Park, KS
November 1984 - September 1987	**Medical Technologist** Terrell Community Hospital; Terrell, TX
June 1984 - November 1984	**Medical Technologist** Newburn Memorial Hospital; Jacksonville, TX

PROFESSIONAL CERTIFICATIONS AND MEMBERSHIPS

Diplomate	American Board of Forensic Toxicology (ABFT) Forensic Drug Toxicology
Inspector	National Laboratory Certification Program (Team Leader)
Inspector	College of American Pathologists Forensic Urine Drug Testing Program
Member	Society of Forensic Toxicologists (SOFT)

Member	Midwest Association for Toxicology and Therapeutic Drug Monitoring Vice President 2005 - 2006 President 2006 – 2007
Lab Technical Supervisor	College of American Pathologists (CAP)
Medical Technologist	American Society of Clinical Pathologists (ASCP)

PROFESSIONAL MEETINGS

October 2023	National Laboratory Certification Program, NLCP Workshop - Virtual
October 2022	Society of Forensic Toxicologists Annual Meeting, Cleveland, OH
September 2021	National Laboratory Certification Program, NLCP Workshop - Virtual
December 2020	National Laboratory Certification Program, NLCP Workshop - Virtual
September 2020	Society of Forensic Toxicologists, Annual Meeting, Virtual
October 2019	Society of Forensic Toxicologists, Annual Meeting, San Antonio, TX
October 2018	Society of Forensic Toxicologists, Annual Meeting, Minneapolis, MN
January 2018	Society of Forensic Toxicologists, Annual Meeting, Boca Raton, FL
October 2016	Society of Forensic Toxicologists, Annual Meeting, Dallas, TX
October 2015	Society of Forensic Toxicologists, Annual Meeting, Atlanta, GA
October 2014	Society of Forensic Toxicologists, Annual Meeting, Grand Rapids, MI
July 2012	Society of Forensic Toxicologists, Annual Meeting, Boston, MA
September 2011	Society of Forensic Toxicologists, Annual Meeting San Francisco, CA
October 2010	Society of Forensic Toxicologists, Annual Meeting, Richmond, VA
October 2009	Society of Forensic Toxicologists, Annual Meeting, Oklahoma City, OK
October 2008	Society of Forensic Toxicologists, Annual Meeting, Phoenix, AZ
October 2007	Society of Forensic Toxicologists, Annual Meeting, RTP, NC
April 2007	Midwest Association for Toxicologists and Therapeutic Drug Monitoring Annual Meeting, Indianapolis, IN
May 2006	Society of Forensic Toxicologists, Annual Meeting, Nashville, TN

May 2005	Society of Forensic Toxicologists, Annual Meeting, Washington, D.C.
August 2004	Society of Forensic Toxicologists, Annual Meeting, Portland, OR
October 2003	Society of Forensic Toxicologists, Annual Meeting, Dearborn, MI
October 2002	Midwest Association for Toxicology & Therapeutic Drug Monitoring Annual Meeting; Kansas City, MO
May 2000	National Laboratory Certification Program, NLCP Workshop Research Triangle Park, NC
April 1999	Society of Forensic Toxicologists, Annual Meeting, Salt Lake City, UT

PUBLICATIONS AND PRESENTATIONS

2003	William Seiter, Russell Robinson, Tiffany Porter, Barbara Rowland, Dawn Hahn, Michael Lehrer, Lance Presley. Opiate Prevalence in Oral Fluid. Poster Presentation, SOFT, Oct. 2003 Annual Meeting; Portland, OR.
2003	Lance Presley, Michael Lehrer, William Seiter, Dawn Hahn, Barbara Rowland, Melissa Smith, Keith Kardos, Dean Fritch, Sal Salamone, R. Sam Niedbala, Edward Cone. High Prevalence of 6-acetylmorphine in Morphine-Positive Oral Fluid Specimens, Forensic Science International, 133: 22 – 25 (2003).
October 1997	Dawn M. Hahn, Alan E. Davis; Semi-Automated Urine Extraction by a Hamilton 2200 Microlab Extraction Unit; Society of Forensic Toxicologists, Oral Presentation, Annual Meeting; Salt Lake City, UT

References available upon request.

CURRICULUM VITAE

NAME: **M. SHANE MORRIS**

ADDRESS: 10101 Renner Blvd
Lenexa, KS 66219
800-877-7484

EDUCATION: Bachelor of Science, Cellular Biology
University of Kansas, Lawrence, KS 1997

EXPERIENCE:

Jan 2015 to Present — **Laboratory Manager**
Quest Diagnostics, Lenexa, KS
Responsible for daily operations of forensic urine, oral fluid and hair drug testing laboratory.

Dec 2021 to Present — **Responsible Person**
Quest Diagnostics, Lenexa, KS

Feb 2012 to Dec 2021 — **Alternate Responsible Person**
Quest Diagnostics, Lenexa, KS

Nov 2010 to Jan 2015 — **Non-Negative Certification Supervisor**
Quest Diagnostics, Lenexa, KS
Responsibilities include evaluation of non-negative certifying scientists, coordination of area procedures and certifying data for drugs of abuse.

Dec 2009 to Nov 2010 — **Non-Negative Certifying Scientist, Forensic Drug Testing**
Quest Diagnostics, Lenexa, KS
Responsibilities as certifying scientist involve reviewing/certifying the screening, confirmation (GC/MS) and specimen validity data for drugs of abuse

June 2008 to Nov 2009 — **Technical Supervisor**
Oncimmune LLC, DeSoto, KS
Supervise laboratory, which includes scheduling, writing SOPs, performance reviews, staffing, insuring CLEA guidelines are followed, as well as resolving technical issues with ELISA assays.

Aug 2007 to June 2008 — **Research Scientist, Research & Development**
Quest Diagnostics, Lenexa, KS

June 2004 to Aug 2007	**Non-Negative Certifying Scientist, Forensic Drug Testing** Lab*One*, Inc./Quest Diagnostics, Lenexa, KS
April 2003 to May 2004	**GCMS Operator, Forensic Drug testing Laboratory** Clinical Reference Lab, Lenexa, KS
December 2001 to April 2003	**Laboratory Technologist** Lab*One*, Inc., Lenexa, KS
July 1997 to Dec 2001	**Lead Tech in Research and Development** Osborn Laboratories, Olathe, KS

TRAINING, CONTINUING EDUCATION AND CONFERENCE PARTICIPATION:

October 2022	S.O.F.T. Annual Meeting and Workshops,	Cleveland, OH
September 2020	S.O.F.T. Annual Meeting and Workshops,	Remote
October 2019	S.O.F.T. Annual Meeting and Workshops,	San Antonio, TX
October 2018	S.O.F.T. Annual Meeting and Workshops,	Minneapolis, MN
September 2018	SAPAA. Annual Conference,	Kansas City, MO
January 2018	S.O.F.T. Annual Meeting and Workshops,	Boca Raton, FL
October 2016	S.O.F.T. Annual Meeting and Workshops,	Dallas, TX
October 2015	S.O.F.T. Annual Meeting and Workshops,	Atlanta, GA
October 2014	S.O.F.T. Annual Meeting and Workshops,	Grand Rapid , MI
October 2013	S.O.F.T. Annual Meeting and Workshops,	Orlando, FL
July 2012	S.O.F.T. Annual Meeting and Workshops,	Boston, MA
October 2011	S.O.F.T. Annual Meeting and Workshops,	San Francisco, CA

CERTIFICATIONS/MEMBERSHIPS:

- American Board of Forensic Toxicology (ABFT)
  Forensic Drug Toxicology Diplomate
- Member – Society of Forensic Toxicologists (SOFT)
- Member – Midwest Association for Toxicology and Therapeutic Drug Monitoring
- Inspector – National Laboratory Certification Program (NLCP)
- State of Nevada Department of Health and Human Services Specialty Technologist Chemistry/Toxicology

CURRICULUM VITAE

NAME: **Kenneth Reine**

ADDRESS: 10101 Renner Blvd
Lenexa, KS 66219
913-577-1247
E-mail:Kenneth.m.reineii@questdiagnostics.com

EDUCATION: Bachelor of Science – Microbiology-Aug 1990
Louisiana State University, Baton Rouge, LA

EXPERIENCE:

Dec 2021 to Present — **Laboratory Manager**
Quest Diagnostics, Lenexa, KS

Responsible for daily operations of forensic urine, oral fluid and hair drug testing laboratory.

Sep 2019 to Present — **Alternate Responsible Person**
Quest Diagnostics, Lenexa, KS

May 2015 to Dec 2021 — **Non-Negative Certification Supervisor**
Quest Diagnostics, Inc., Lenexa, KS

Responsibilities include evaluation of non-negative certifying scientists, coordination of area procedures and certifying data for drugs of abuse.

Oct 2013 to May 2015 — **Non-Negative Certifying Scientist, Team Lead**
Quest Diagnostics, Inc., Lenexa, KS

Responsibilities as certifying scientist, lead involve reviewing and certifying the screening, confirmation, and specimen validity data for drugs of abuse; provide technical leadership, training and direct workflow in the certification area; consult with clients and physicians regarding testing and results.

July 2011 to Oct 2013 — **Non-Negative Certifying Scientist**
Quest Diagnostics, Inc., Lenexa, KS

Responsibilities as certifying scientist involve reviewing and certifying the screening, confirmation, and specimen validity data for drugs of abuse.

April 2010 to Jul 2011 — **GCMS Analyst, Team Lead**
Quest Diagnostics, Inc., Lenexa, KS

Responsibilities include operating and maintaining GC/MS instruments, reviewing positive and negative federal/non-federal urine, blood, oral fluid, and hair samples.

Jul 2004 to Apr 2010 — Clinical Reference Laboratory, Lenexa, KS
Confirmation Analyst Supervisor
Supervise toxicology confirmation department, which includes extraction and GC/MS. Daily functions involve scheduling, performance reviews, staffing, GC/MS validation, instrument maintenance as well as resolving technical issues within the department. (1.5 years)
***Positive Certifying Scientist**- perform duties of PCS & NCS as workflow dictated for regulated and non-regulated batches (1 year)*
***GC/MS analyst** – perform operation and maintenance of instrumentation, initial review of batches and bench level PCS duties for non-regulated batches only. (~3 years)*
***Extractions**- perform extraction/derivatization of both regulated and non-regulated batches. (0.5 years)*

July 1998 to July 2004 — Dallas County Institute of Forensic Sciences, Dallas, TX
Drug Chemist II
Perform qualitative and quantitative analysis on suspected controlled substances, poisons, and other drugs of abuse providing court testimony as needed. Identify and quantify by Gas Chromatography/Mass Spectrometry, Infrared Spectrophotometry, Atomic Absorption Spectroscopy, Enzyme-Linked Immunosorbent Assay, Gas Chromatography, and Gas Chromatography/Mass Spectrometry.

Aug1990 to July 1998 — Louisiana State Police Crime Laboratory, Baton Rouge, LA
Forensic Scientist II
Perform qualitative and quantitative analysis on suspected controlled substances or dangerous drugs according to laboratory policies and procedures, providing court testimony as needed.
Identify and quantify by Gas Chromatography/Mass Spectrometry, Fourier Transform Infrared Spectrophotometry, Ultraviolet Spectrophotometry, and Microcrystalline analysis.

PROFESSIONAL MEETINGS:

October 2022	National Laboratory Certification Program, NLCP Workshop – Virtual
October 2023	National Laboratory Certification Program, NLCP Workshop & SOFT Workshops – Denver, CO

CURRICULUM VITAE

NAME: **JAMES CHRISTIE MANK**

ADDRESS: 10101 Renner Blvd.
Lenexa, KS 66219
800-877-7484

EDUCATION: Master of Science, Major – Forensic Toxicology
University of Florida, Gainesville, FL, 2021

Bachelor of Science, Major – Biochemistry
University of Kansas, Lawrence, KS, 2006

EXPERIENCE:

Oct 2023 to Present — Quest Diagnostics, Lenexa, KS
Alternate Responsible Person

Responsibilities include understanding lab policy and procedures for each department in the testing process. Supervise preparation of data and NNSL for routine inspections/audits performed by the National Laboratory Certification Program (NLCP). Interact with regulatory authorities from NLCP, CAP, and NRC during inspections. Lab consultant for R&D development of new methods.

April 2022 to Present — Quest Diagnostics, Lenexa, KS
Confirmations/Steroids Certification Supervisor

Responsibilities include evaluation of non-negative certifying scientists, coordination of department procedures, and certifying data for drugs of abuse in urine, oral fluid, blood, hair, and breath. Management and reporting of data review and certification of Steroids. Responsible for creating and/or updating all Certification and Steroids SOP's. Responsible for data review and entry of quarterly NLCP Proficiency Testing specimens.

Aug 2020 to April 2022 — Quest Diagnostics, Lenexa, KS
Hair/Steroids Supervisor

Responsibilities include implementation of LDTD-MS/MS hair screening process; validation of new steroid instrumentation;

evaluation of screening, extraction, and certification staff; adherence and contributor to lab SOP's; operating and maintaining Hamilton and Tecan liquid handlers; organizing and reporting of DHF Proficiency Testing survey.

Sept 2014 to Aug 2020 — Quest Diagnostics, Lenexa, KS
MS Supervisor

Responsibilities include evaluation of Mass Spec. operators and coordination of operating procedures; operating and maintaining MS instruments; implementation and oversight of training program; reviewing positive and negative federal/non-federal urine, oral fluid blood, and hair samples.

May 2009 to Sept 2014 — Quest Diagnostics, Lenexa, KS
Non-Negative Certifying Scientist

Responsibilities as certifying scientist involve reviewing and certifying the screening, confirmation, and specimen validity data for drugs of abuse in urine, oral fluid, hair, and blood matrix.

March 2007 to May 2009 — Quest Diagnostics, Lenexa, KS
MS Analyst

Responsibilities include operating and maintaining GC/MS instruments, reviewing positive and negative federal/non-federal urine, blood, and oral fluid samples.

Sept 2005 to Dec 2005 — University of Kansas Medical Center, Lawrence, KS
Research Assistant

Responsibilities included conducting experiment on purification of Gro-EL protein. First-hand experience with SDS Poly-Acrylamide Gel Electrophoresis of Protein, pH meter operation, dialysis. Eliminated 2 weeks from the standard procedure while achieving a very high purification.

CERTIFICATIONS/MEMBERSHIPS:

- **American Board of Forensic Toxicology (ABFT)**
  - **Diplomate**
- **Department of Health and Human Services – Nevada**
  - **General Supervisor with Specialty in Chemistry/Toxicology**

- **Midwest Association for Toxicology and Therapeutic Drug Monitoring (MATT)**
  - **Member**

CURRICULUM VITAE

NAME: **David Yoest**

ADDRESS:
10101 Renner Blvd
Lenexa, KS 66219
913-888-1770

EDUCATION:
Bachelor of Science – Biochemistry
Kansas State University, Manhattan, Kansas 1997

EXPERIENCE:

Oct 2023 to Present
Alternate Responsible Person
Quest Diagnostics, Lenexa, KS

Dec 2021 to Present
Laboratory Manager
Quest Diagnostics, Lenexa, KS
Responsible for daily operations of forensic urine, oral fluid and hair drug testing laboratory.

Dec 2010 to 2021
GCMS Supervisor
Quest Diagnostics, Inc., formerly Lab*One*, Inc., Lenexa, KS

Responsibilities include training and evaluation of GC/MS Operators and coordination of operating procedures; operating and maintaining GC/MS instruments; reviewing positive and negative federal/non-federal urine, blood, and oral fluid samples.

March 1998 to Dec 2010
GCMS Analyst
Quest Diagnostics, Inc., formerly Lab*One*, Inc., Lenexa, KS

Responsibilities include operating and maintaining GC/MS instruments, reviewing positive and negative federal/non-federal urine, blood, and oral fluid samples.

May 1997 To March 1998
Extraction Technologist
Quest Diagnostics, Inc., formerly Lab*One*, Inc., Lenexa, KS

Perform extractions of drugs of abuse, using multiple techniques. Followed proper protocol for each sample.

Subject: Re: N Williams Litigation Packet
From: Mary Kane <mkane1@pps.net>
To: Anna Bottrell <abottrell@mbjlaw.com>,Gena King <gking@pps.net>
Cc: Noah Barish <NBarish@mbjlaw.com>
Date Sent: Monday, March 18, 2024 4:14:57 PM GMT-07:00
Date Received: Monday, March 18, 2024 4:15:09 PM GMT-07:00

Hi Anna and Noah,

We will be sending you a link to a folder for you to provide what information you intend to present at the hearing in the next few days. Given the voluminous information you've just provided, we will need to postpone Friday's hearing so that I can have time to review. Mr. Williams isn't scheduled to go before the Board until May 7 and so we have time to reschedule. What are available dates for you in the next few weeks?

Mary

On Mon, Mar 18, 2024 at 3:38 PM Anna Bottrell <abottrell@mbjlaw.com> wrote:

> Hello Mary,
>
> I am an attorney working with Noah Barish on the Nathaniel Williams termination proceedings. We have recently received the litigation packet that we requested from the medical review office, so I am sending it here attached. Additionally, I wanted to know if you would be sending us a link for the hearing in the next few days, and if we could get a folder open for our evidence. Thank you.
>
> Best,
>
> Anna Bottrell
>
> McKanna Bishop Joffe, LLP
>
> 1635 NW Johnson St.
>
> Portland, OR 97209
>
> 503-226-6111 (Main Line)
>
> 503-446-3662 (Direct Line)

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Subject: RE: N Williams Litigation Packet
From: Anna Bottrell <abottrell@mbjlaw.com>
To: Mary Kane <mkane1@pps.net>,Gena King <gking@pps.net>
Cc: Noah Barish <NBarish@mbjlaw.com>
Date Sent: Monday, March 18, 2024 4:27:09 PM GMT-07:00
Date Received: Monday, March 18, 2024 4:27:15 PM GMT-07:00

Hi Mary,

Do you have time for a quick call this afternoon? If so, feel free to call me at my direct number, 503-446-3662.

Best,
Anna

From: Mary Kane <mkane1@pps.net>
Sent: Monday, March 18, 2024 4:15 PM
To: Anna Bottrell <abottrell@mbjlaw.com>; Gena King <gking@pps.net>
Cc: Noah Barish <NBarish@mbjlaw.com>
Subject: Re: N Williams Litigation Packet

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> Best,
>
> Anna Bottrell
> McKanna Bishop Joffe, LLP
> 1635 NW Johnson St.
> Portland, OR 97209
> 503-226-6111 (Main Line)
> 503-446-3662 (Direct Line)

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Subject: Re: N Williams Litigation Packet
From: Mary Kane <mkane1@pps.net>
To: Anna Bottrell <abottrell@mbjlaw.com>
Cc: Gena King <gking@pps.net>, Noah Barish <NBarish@mbjlaw.com>
Date Sent: Monday, March 18, 2024 4:34:03 PM GMT-07:00
Date Received: Monday, March 18, 2024 4:34:14 PM GMT-07:00

I'm in a meeting until 6. We can talk tomorrow if you'd like.

Mary

On Mon, Mar 18, 2024 at 4:27 PM Anna Bottrell <abottrell@mbjlaw.com> wrote:

> Hi Mary,
>
> Do you have time for a quick call this afternoon? If so, feel free to call me at my direct number, 503-446-3662.
>
> Best,
>
> Anna

From: Mary Kane <mkane1@pps.net>
Sent: Monday, March 18, 2024 4:15 PM
To: Anna Bottrell <abottrell@mbjlaw.com>; Gena King <gking@pps.net>
Cc: Noah Barish <NBarish@mbjlaw.com>
Subject: Re: N Williams Litigation Packet

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Mary

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> Hello Mary,

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Best,

Anna Bottrell

McKanna Bishop Joffe, LLP

1635 NW Johnson St.

Portland, OR 97209

503-226-6111 (Main Line)

503-446-3662 (Direct Line)

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N.W. Evidence

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PORTLAND UNITED
2ND ANNUAL
"IT'S COOL 2 STAY IN SCHOOL"
COMMUNITY EVENT
HAIRCUTS by Phagan's barbers & beauticians!*
SPORTS CLINICS by AC Portland & S.T.A.R.S
ACTIVITY BOOTHS by our sponsors and more!
RAFFLE entry & chances to win PRIZES
FREE! EVENT*
AUG. 29TH 2017
11:00 AM - 5:00 PM @ PENINSULA PARK
700 N ROSA PARKS WAY PORTLAND, OR 97217
PRESENTED BY
UNIFY PORTLAND
IN COLABORATION WITH
PORTLAND PARKS & RECREATION
Healthy Parks, Healthy Portland
LatinoNetwork
MOMENTUM ALLIANCE
ORBIS RPM
phagans
S.T.A.R.S. MENTORING PROGRAM
WWW.UNIFYPORTLAND.COM | PDXUNITED@GMAIL.COM
*PARENTAL SUPERVISION & SIGNED PERMISSION SLIPS ARE REQUIRED. MUST BE IN ENROLLED IN PORTLAND PUBLIC SCHOOL K-12 TO PARTICIPATE IN EVENT OR TO RECIEVE ITEMS. BOTH CHILDREN AND PARENT MUST BE PRESENT TO PARTICIPATE OR RECIEVE ITEMS. BASIC HAIR CUTS ONLY. FIRST COME FIRST SERVE WHILE SUPPLIES LAST FOR ALL ITEMS.

Unify Portland Gives Away a Laptop

This year we were blessed with a group of young people thru SummerWorks and STRYVE.

Meet Reza. Reza along with his mother moved here from Iran this June. Shortly after he started working with Unify Portland. Knowing little English and lacking knowledge of American culture, he showed up on his first day eager to work. From his first day to his last day on the job Reza was on time, never missed a day of work, and completed all of his classroom assignments on black history. We were amazed with his work ethic.

We assigned Slavery by Another Name and a one page summary of the film. Because of the language barrier he had to watch the film three times and use google translate. His summary was outstanding and he provided a flawless presentation of his summary to our group.

To show appreciation of his hard work and commitment to the classroom Unify Portland rewarded him with a Laptop to help keep him on task with his education.

Good luck this school year Reza. Your humble and kind spirit did not go unnoticed. We enjoyed your presence. You made us laugh, but most importantly your story of the hard times you faced in your country gave us a better appreciation for our lives here in the States. Thank you for sharing your Journey with us!


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89

Unify Portland's Back to School Event

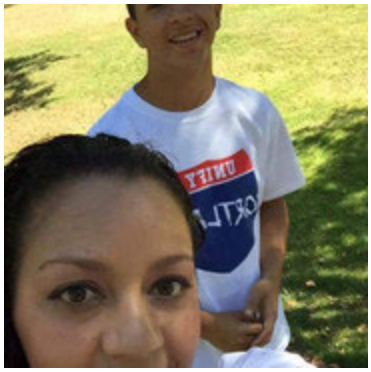
This was a wonderful day. So much planning went into this event! We did this collectively as a group and community! I wish I had the opportunity to see it all unfold, but I did hear from others how great the event was! This was a vision God gave me last Summer. I didn't know who, what, when, where, or how it was going to happen, but I did know why it needed to happen and why we must continue! Love, community, and collaboration came together on this day!

Thank you to all the volunteers who came out to help! You're greatly appreciated. If Anyone has photos, please share on our page!











Black Men and Boys Healing Summit

This was a beautiful day!

This summit has three aims: Awareness, Relationship, Civic Engagement. Through workshops, activities and speakers, the Black Men & Boys Healing Summit seeks to:

- Increase awareness and understanding of trauma specific to Black men and boys, and how these traumas have impacted them;
- Build relationships among Black men and boys who have shared these traumas; and
- Inspire Black men and boys to be civically engaged.
















01/09/24

Mr. Williams has made the biggest impact on my life to the point where my life would not be the same if it wasn't for him. Throughout my early learning years at Faubion, I would see and hear about Mr.Williams teaching style and how unique it was. Whenever he saw me, he would speak even though we weren't familiar with each other. Always joyful and outgoing. Entering my 5th grade year, I was placed in one of the other 5th grade classes rather than Mr. Williams's. At the open house, my mom was motivated by Mr. Williams and many other teachers who knew me and my personality, to switch me into his class. Best decision my mom has made for me. From catered breakfast and lunch to the inviting "at home" personality, I knew 5th grade year was my comeback year. Proving to everyone with the help of Mr.Williams who I really was on the outside and not just another disrespectful smart mouth black girl. With progression throughout the school year, I became the class ambassador. Mr. Williams believed in me when nobody else did. He changed the "Big Bully" image that many teachers and students portrayed onto me. He helped me get my point across correctly without being so aggressive and making the situation bigger than what is. He even taught me how to do the same things he did for me, but for others. Mr. Williams has played many roles in my life including feeling like a 2nd parent. I am now a freshman at De La Salle North Catholic High School and to this day, I still think about and practice the skills that Mr. Williams added to my tool belt.Mr. Williams is passionate about teaching and making an impact on kids lifes. He puts his all into everything he does regarding his students. This is just a minor setback for him and I know he will come out better than ever.

January 9, 2024

TO WHOM IT MAY CONCERN

May name is [redacted] grandmother to [redacted] who was a student in Mr. William's class her 5th grade year at Faubian. I am writing in support of a great teacher that I pray you will give another opportunity to return to the classroom to be an educator, role model and example to our children.

My daughter, [redacted] mother, and [redacted] live with me, so I am privy to the day to day school experiences that I often inquired about during [redacted] time at Faubian. Her time there started well, but then I began to witness and hear about circumstances and situations: rugs on the floors and stuffed animals as part of the classroom environment, (and this was not a Pre-K class), teachers absent for long periods of times, substitutes every other week and the Vice Principal needing to substitute, Movie Friday and then there was recesssssssses (and this is not a typo). If I would have had my way, [redacted] would have been pulled and sent elsewhere, but not my call. I was very disappointed with Faubian, but can understand to a point, the system, times and budget cuts that schools are going through and keeping qualified teachers and burnout. There is a great need for teachers that look like, can relate, understand, encourage and guide our children of color on top of the other setbacks they generally and academically encounter. Teachers that can guide them to make wise, critical thinking and rational decisions now, as they look to their future. The clock is ticking, next year is not acceptable and too late. It is not all of the schools' fault, but our children of color are always at a disadvantage and there are no "Do Overs" for them. Some of our children are lulled and told they are okay, but the reality is, they are not. They are behind, they have a false notion they can be anything they want and allowances will be made with no hard work, direction, commitment or dedication from them. Who will tell them the truth? Now, to the matter at hand.

Then came along Mr. Wiliams. How unfortunate this is, that it is necessary to have to write a letter of support for a teacher that made such a difference in [redacted] life by being "that" teacher to remember. From day one, Fallon was excited about her class. Here was a teacher that was present, the class was engaged, they were talking and communicating. They had a place to grow and learn and express themselves as to who they were and where they wanted to go. Learning why YOU needed your education and how to use YOUR mind. Thinking! Have an opinion! Chime in! Every day, [redacted] was talking about what Mr. Williams said about this and that, we talked about this and that, and asking me about current events and situations. And because we are talking about [redacted] everybody in the office knows her. Mr. Williams would discuss her behavior with her mom and collaborate with expectations and moving forward. I was so grateful for that. [redacted] was not lost and hiding between parent teacher conflict, but challenged and expected to do better. Teaching her how to channel that personality energy and not just labeled an out of control kid but how to use it for her advancement.

I thank Mr. Williams for helping [redacted] transition into higher learning, expectations and self-awareness as to who she was in order to do great things, not only for herself, but for others. Today, she is a [redacted] 4.0 student at [redacted] and I commend Mr. Williams for being that springboard. If you really want to make a difference for this community and for our future leaders, please reinstate Mr. Williams.

[redacted]

(blank)

1/10/24

To whom it May Concern,

I'm writing this letter on behalf on my childhood friend and brother Mr. Nathaniel Williams. I want to put my name officially on the record in show of support for him and keeping him in his position as a schoolteacher within Portland Public Schools and Faubian Elementary. I've watched him grow from a young boy to a man, a black man while navigating that some of the same situations that OUR kids within our community are facing today. He's an example and positive role model for these kids and someone that they can count on to hold them accountable for their thoughts, feelings, and actions all while teaching them the school curriculum as well. I've watched him diligently teach, coach, and mentor many children on his own time as a football for my nephews' youth football team. My daughter was in his class for 4th and 5th grade and I specifically wanted her in his classroom knowing the type of person he is and the morals and values from which he comes from. Losing him in my mind would be a huge cause of concern for what these kids will be missing without him there to help mold and guide them. Kids NEED Strong Black POSITIVE Male role models as much as they need anything else in life. He's a living breathing example of what we say in our community as getting it out of the mud. He's come from the struggle, and he's triumphed and made a way, what for most of the kids in the same position would seem like no way. His test scores and kids' assessment levels should show and prove his positive impact on these kids as well. It would be a big mistake in my opinion to remove him.

Respectfully,

[redacted]

Community Member/Friend/Supporter

To the board or whom it may concern,

My child [redacted] was entering the 5th grade and was assigned a teacher who I lacked the confidence in leading her. When I spoke to one of the other Black teachers and asked who the best 5th grade teacher was, she quickly told me she should be with Mr. Williams. After speaking with him and pleading with the principal a couple days before school started, he welcomed Fallon into his class.

It is important for me to say tha[redacted] is a smart and well-behaved child, yet super social and chatty which sometimes translates as being a smart-mouthed, and I needed someone who wasn't intimidated by that. I saw Mr. Williams lead a class full of "[redacted]" all from diverse backgrounds and needed minimal assistance in doing that. I didn't get one behavior call the whole school year. In the black community I've noticed a lot of our kids are removed from class and sent home because they're too much for the teachers to deal with, and I understand their frustration in that. Yet Mr. Williams was able to manage them all and keep a fun environment that the kids wanted to be in. Managing 20+ behaviorally challenged kids is no simple task and Mr. Williams did that easily.[redacted] looked forward to going to school and taking part in the discussions and I began to see even more of a fire for her in education. I overheard her talking on the phone constantly with friends who weren't in her class about the things they were doing.

Mr. Williams began implementing a teaching program "The Great Shake" and it was amazing for the kids. If you were to visit the school you could immediately tell which kids were his, and who took part in this program. From the way they introduced themselves to you, carried respectful conversation, the way they dressed, those kids were on fire for school and were a totally different level then the others. With the high expectations of the children, it also required some help from the parent. So, if you were used to just dropping your kid off for the teachers to do everything you may be uncomfortable and then challenged to take part where you may not have been used to doing so. I always felt invited into the classroom space and encouraged to ask him questions if I had any concerns with the daily activities.

During one of my volunteering days in his classroom I watched an introverted kid be anxious all day due to the tasks

assigned to the kids and yet he pushed through. I watched the same kid cry tears of happiness because he was one of the winners of the challenge that day and he didn't expect to be. That child thought he couldn't do something, and it almost brought me to tears witnessing him overcome that. Mr. Williams teaching style is very straight forward with little room for "coddling", but still with more love then most. One morning it was picture day at the school and apparently, he had a child who wasn't feeling confident about that due to his appearance. Being known locally I saw Mr. Williams keep that child anonymous but ask the community via social media for an available barber to come and groom this child so he could feel good like everyone else on that day in which they did. Those are moments that those children will never forget. It's a shame that potentially other children won't get to experience that due to frivolous allegations.

Mr. Wiliams bonds with the kids more then any teacher I've ever experienced in my lifetime. When moved on to the next grade, he still would mentor her at school as well as call and check in with other projects she was involved in and offered help if she needed. biological father is local, but not involved nearly as much as Mr. Williams is in supporting and cheering her on to be the best she could be. I saw him be like this with other children, so it wasn't that was the absolute favorite, but that he really has a heart for our kids. It is imperative that our children get to experience leadership from a Black male in the educational system, and in our region that is rare.

My family supports Mr. Williams so much that even though has moved on to high school, I offered my time to continue to volunteer with him when he needs it. We would not give that kind of support to someone undeserving.

I would encourage you all to maybe call forth some of the children he has taught and hear directly from them about their experiences. I would think that they all will give a version of a teacher who expected more from them each day. That he expected them to show up daily ready to be the best they could be and that sometimes growing is a little uncomfortable because it pushed them out of their normal laid-back routines.

Whatever we need to do to get Mr. Williams back in the classroom please advise so we can do so quickly. There is a generation of kids who need him.

Sincerely,



To whom it may concern,

I am writing to express my wholehearted support for Nathaniel Williams, a dedicated veteran elementary school teacher. In my experience, Mr. Williams has consistently demonstrated unwavering dedication, passion, and care for both students and colleagues.
His expertise and knowledge in the field are evident through his exceptional teaching methods and ability to create an engaging learning environment. Mr. Williams consistently embodies the qualities of a compassionate and skilled educator.
I believe that Mr. Williams is an invaluable asset to the educational community, as he brings new ideas into the classroom and raises the bar for our most marginalized students.

Sincerely,

[redacted]

Letter of Support for Mr. Williams

Vincent Chirimwami
Case Manager/SPED Teacher
Ida B. Wells High School
Portland, OR

January 21, 2024

To Whom It May Concern:

I am writing to express my wholehearted support for Mr. Williams, with whom I have had the privilege of co-teaching and/or supporting students in his classroom for three years at Faubion K-8 school. During this time, I have had the opportunity to witness firsthand Mr. Williams' exceptional teaching abilities, unwavering commitment to his students, and his dedicated advocacy for equity in education.

Mr. Williams consistently demonstrated a remarkable talent for creating an inclusive and engaging learning environment. His instructional methods were not only innovative but also tailored to meet the diverse needs of his students. Through collaborative lesson planning and execution, it became evident that Mr. Williams possesses a deep understanding of pedagogy and a genuine passion for fostering meaningful learning experiences.

What truly sets Mr. Williams apart is his steadfast commitment to putting the interests of his students above all else. He goes above and beyond to ensure that each student feels seen, heard, and valued in the classroom. His ability to establish strong connections with students has undoubtedly contributed to a positive and enriching learning environment.

Furthermore, Mr. Williams is a true champion of equity in education. He actively seeks opportunities to address disparities, both in the classroom and within the broader educational system. His dedication to promoting fairness, inclusivity, and equal opportunities for all students is inspiring, and it has had a tangible impact on the school community.

Mr. Williams' collaborative spirit, innovative teaching methods, and advocacy for equity have not only enriched the educational experience for his students but did also positively influenced our entire teaching team. It is without hesitation that I offer my full support for Mr. Williams and his ongoing contributions to education.

I am confident that Mr. Williams will continue to excel in his teaching endeavors and make a lasting impact on the lives of his students. If you have any further questions or require additional information, please feel free to contact me.

Thank you for your time and consideration.

Sincerely,



Vincent Chirimwami
vcmwami@pps.net
(503) 830-0875

Exploring Opportunities & Expanding Possibilities

January 10, 2024

To Whom It May Concern:

I am writing this letter on behalf of Nathaniel Williams's as a letter of reference. I have known and worked closely with Nathaniel over the last 10+ years. Nathaniel is a phenomenal educator and a phenomenal human being, and has significantly impacted the youth in the community..

In his work, Nathaniel leads from a place of relationships. This is true in both his interactions with staff and with students within the largest school district in the state of Oregon.. I found myself very quickly getting to a place of trust with him, and this is in part because of his unassuming nature. Mostly though, my trust in him stems from his deliberate and thoughtful approach to very complex situations, and this approach shows wisdom coupled with compassion. He makes each person he interacts with feel heard, and the questions he poses in our conversations as well as the advice he offers demonstrate that he understands not only the situation, but also who I am in the midst of a situation. Every time I meet with Nathaniel, I leave our conversation better and smarter than I did before the interaction. During the 2023-24 school year. Nathaniel invited me to a couple of events to connect with his students. The first was an opportunity for his students to engage in a Restorative Justice process that challenged them to think "outside of the box", when it comes to building relationships. The next event that I was invited to be a part of was, "The Great Shake". This was an opportunity for students to go through the various steps of an interview process with many businesses and stakeholders in the community. Thas was an eye opening experience for me to see that when students are given clear and concise instruction and they trust and respect you that they are capable of accomplishing anything. Nathaniel created that sense of empowerment with his students.

Nathaniel has been proactive in reaching out to students, staff, and community since I've known him. Early on, he recognized the plethora of issues facing our community, and had heard from many students and youth regarding issues of gun violence. He created a program known as, "Unify Portland ", to address the needs of youth who don't normally engage in deep dialogue and who were willing to engage in learning that made them think about how their actions can positively or negatively impact the community. These efforts made them become better members of the community, limited ongoing issues, and truly made them better people. Nathaniel also recognized the importance of his relationships with staff, and in a short time he became the "go to" person for much of the staff at his respective school building when it came to needing to connect with unengaged students, talk through specific incidents that had occurred, or process their own thinking. He astutely balances systems level work with individual impact. He knows how to play the long game so that structures in the school are revamped for better student outcomes, and he also knows what needs to happen in the short term to manage the nuance and complexity of day to day schools.

Lastly, Nathaniel sees the potential in each and every student he comes to know. Nathaniel Williams will be an incredible asset to any institution, and will be able to take you and your organization to the next level. Please don't hesitate to reach out to me with further questions.

Sincerely,

Robert Blake

Founder/Director

Urban Explorers Youth Program

(360) 798-1271

urbanexplorerspdx@gmail.com

"A child who is not embraced by the village will. burn it down to feel its warmth."

~African Proverb

Daryl Thomas

January 10. 2024

“The Amazing Shake”

The Amazing Shake event is one of the most wonderful events I have participated in. The event was well organized and planned out. Everyone who was involved were very professional, nice and outgoing. I was largely impressed with the students and their interaction with the volunteers. The students spoke clearly and asked really good questions. Upon introducing themselves they looked you directly in the eyes and started the conversation with a firm handshake. The students took good notes during their interview which was impressive. This way they wouldn’t forget what the conversation consisted of from each individual interviewed. Again, I was thoroughly impressed with everyone who participated and I am looking forward to volunteering again with the next “Amazing Shake”.

Rx Image

MRN: NW:52137037 Transaction: New Rx
Patient: Nathaniel L Williams Gestational Age:
Allergy: N DOB: [redacted] Gender: M
Height: 185.4 cm Weight: 97.5 kg BP S/D: 141.0/93.0 mm[Hg]
Phone:
Address: [redacted]

Language Spoken: English Language Written: English Interpreter Required:
Primary Language: ENG
DAW: No Product Selection Indicated
Effective Date: Written: 04/04/2023 End Date: 06/03/2023
Start Date For Patient: 04/04/2023 Fills Authorized:

Rx: buPROPion (WELLBUTRIN XL) 150 mg Oral 24hr XL Tab
Qty: 50 Refill Qty: 50 Days Supply:
Refills: 0 NDC: 10370010103 Quantity UOM: Tablet

SIG: Take 1 tablet by mouth every morning for 10 days, then take 2 tablets every morning for 20 days then start 300 mg strength prescription

NFE:

Prescriber: Kyle Besaw MD
Phone: 8008132000
Address: 3550 N Interstate Ave
PORTLAND, OR 97227 US
KP: NPI: 1407344872 DEA:
SPI: NADEAN:
Certificate to Prescribe:
LIC:
State Controlled Substance Number:
Practice Loc: East Interstate Family Practice
Message: Titration med - 1 of 2
Pat.
Codified
Note:
Diagnosis: F90.9 - ATTENTION-DEFICIT HYPERACTIVITY DISORDER, UNSPECIFIED TYPE

Workers Comp: Confidentiality:
Follow up Prescriber:
Phone:
Address:

KP: NPI: DEA:
SPI: NADEAN:
Certificate to Prescribe:
LIC:
State Controlled Substance Number:
Electronically Transmitted to: East Interstate Pharmacy, 3550 N Interstate Ave, Portland, OR 97227
Order Type: OP Order Class: N
Entered By: Processed:
Auth Agent:

Time	User	Image Note

Rx Image

MRN: NW::52137037 **Transaction:** New Rx
Patient: Nathaniel L Williams **Gestational Age:**
Allergy: N **DOB:** [redacted] **Gender:** M
Height: 185.4 cm **Weight:** 101.7 kg **BP S/D:** 131.0/82.0 mm[Hg]

Phone:
Address: [redacted]

Language Spoken: English **Language Written:** English **Interpreter Required:**
Primary Language: ENG **EPCS/DEA Compliant**
DAW: No Product Selection Indicated
Effective Date: 07/17/2023 **Written:** 07/17/2023 **End Date:** 01/13/2024
Start Date For Patient: 07/17/2023 **Fills Authorized:**

Rx: Dextroamphetamine-Amphetamine (ADDERALL) 5 mg Oral Tab
Qty: 97 **Refill Qty:** 97 **Days Supply:**
Refills: 0 **NDC:** 00555097102 **Quantity UOM:** Tablet

SIG: Take 1 tablet by mouth 1 to 2 times a day with food. Take doses 4 to 6 hours apart. If tolerating, can increase by 1 tablet every 10 days, up to 4 tablets 1 time a day or 2 tablets 2 times a day, if needed.

NFE:

Prescriber: Kyle Besav MD
Phone: 8008132000
Address: 3550 N Interstate Ave
PORTLAND, OR 97227 US
KP: **NPI:** 1407344872 **DEA:** FB0882236
SPI: **NADEAN:**
Certificate to Prescribe:
LIC:
State Controlled Substance Number:
Practice Loc: East Interstate Family Practice
Message: Day Supply = 28
Pat. Codified Note:
Diagnosis: F90.9 - ATTENTION-DEFICIT HYPERACTIVITY DISORDER, UNSPECIFIED TYPE

Workers Comp: **Confidentiality:**
Follow up Prescriber:
Phone:
Address:

KP: **NPI:** **DEA:**
SPI: **NADEAN:**
Certificate to Prescribe:
LIC:
State Controlled Substance Number:
Electronically Transmitted to: East Interstate Pharmacy, 3550 N Interstate Ave, Portland, OR 97227
Order Type: OP **Order Class:** N
Entered By: **Processed:**
Auth Agent:

Time	User	Image Note

WILLAMETTE VALLEY FORENSICS, LLC
Kenn Meneely, Consultant
24893 Oak Lane
Elmira, OR 97437
Telephone: (541) 935-0538
e-mail: kmeneely@peoplepc.com

January 20, 2024

To: Anna Bottrell and Noah Barish, Attorneys at Law
Re: Nathaniel Williams

Thank you for allowing me to comment on the above cited case. I am qualified on the above matter for the following reasons:

My undergraduate and post graduate experience is in the field of chemistry, pharmacology, and toxicology. I worked for a medical and research facility for four (4) years prior to entering the State Police Forensic Division in 1979. Three (3) of those four (4) years were spent with the military's chemical and biological warfare research division as a field medic and performing analysis and clinical applications of nerve agents, blister agents, choking gases, and other military chemical agents. I began my career as an Oregon State Police patrol officer and retained my basic and advanced police officer certification for 28 years. I received training from the Oregon State Police Forensic Division, FBI Forensic Units, University of Texas Medical School, and University of Utah Center for Human Toxicology. I was the state certified clinical laboratory director of a drug and alcohol rehabilitation facility for eight (8) years. During this clinical experience, I had direct contact with patients during the course of their treatment. I was able to observe and monitor patient's behavior patterns throughout the course of their treatment. I am also a member of the Oregon State Health Division's Substance Abuse Methods Panel responsible for reviewing current and proposed clinical toxicology methods.

Over the last 45 years I have provided training to judges, prosecutors, defense attorneys, law enforcement, and the Oregon State Bar Association in the area of forensic toxicology, and have more than a dozen publications in the area of forensic toxicology. I was the toxicology instructor for Oregon's Drug Recognition Evaluation (DRE) program from the beginning of the program until my retirement. I researched and published scientific articles related to the DRE program. I was utilized by the District Attorney's Office on many occasions as a consultant to evaluate an individual's clinical information, observed actions, and laboratory findings. During my career with the Oregon State Police Forensic Division, I was involved with various aspects of the alcohol breath testing program to include; certification of the 4000, 5000, and 8000 series of breath testing units, studies involving controlled alcohol dosing/impairment, blood-breath correlation, absorption and dissipation studies, training scientists and police officers, and validation of new instruments. Prior to my retirement from the Oregon State Police Forensic Division, I was responsible for technical procedures, proficiency testing, and training in the toxicology division.

I was also an ASCLD/LAB (American Society of Crime Lab Directors/Laboratory Accreditation Board) inspector responsible for evaluating medical examiner and forensic laboratories in the United States in areas of forensic toxicology and post mortem toxicology.

I have been court qualified as an expert witness in Oregon, Washington, and Idaho in many areas of forensics to include drug and alcohol effects, metabolism and analysis of biological materials to include blood, urine and hair. My CV is attached for detailed review.

CASE OVERVIEW

Documents were submitted noting that Mr. Williams was prescribed "bupropion" (ie. Wellbutrin) and "dextroamphetamine" (ie. Adderall).

A single page report from Quest Diagnostics noting the following:

- Date of urine test sample: Aug. 25, 2023
- Regulation of test: "Non-DOT" (ie. not federally regulated)
- Urine drug screen positive for methamphetamine and amphetamine
- Confirmation "cutoff" levels of methamphetamine and amphetamine as 500 ng/ml

Testing either not reported or not performed:

- Validity tests (ie. specific gravity, pH, creatinine)
- Screening "cutoff" levels of methamphetamine and amphetamine
- Method of screening test or confirmation test

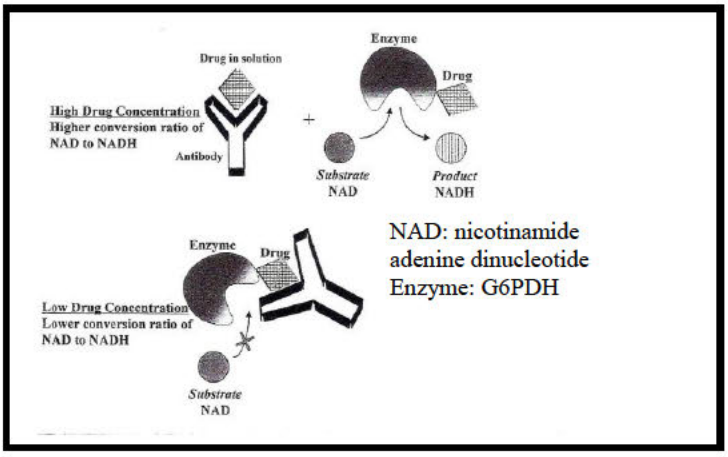
I was requested to evaluate the urine testing of Nathaniel Williams regarding a positive urine screening test for amphetamines and a urine test result from Quest Diagnostics.

COMMENTS

Chemical Analysis

Immunoassays, used by both forensic and medical facilities, are scientific tests that use antibodies to identify and measure amounts of a chemical substance. In clinical and forensic toxicology these assays are typically used to screen biological samples for the presence of drugs and medications. The chemistry, depicted in Figure 1, involves a competitive binding between enzymes and antibodies which results in a presumptive analysis. The instrument measures the amount of NADH produced during the enzymatic reaction.

Figure 1: Schematic of enzyme-multiplied immunoassay technique (EMIT)



The lack of specificity of the immunoassay test is a critical disadvantage of the test. In addition, there is a concern of the cross-reactivity with immunoassay analysis. The term "cross-reactivity" refers to the immunoassay's interaction with other chemically related compounds or biological materials.

"Cross-reactivity" to chemically related compounds or other biological materials in the urine can lead to false positive laboratory results. As defined by the Oregon State Police Forensic Division: "False Positive" is a term for an analytical result that is erroneously reported as positive, but is not actually present in the sample. Due to this interaction, more specific methods are required to confirm these preliminary results before any conclusions can be formulated. The following is an example of cross-reacting substances that would lead to a false positive conclusion:

Immunoassay (EMIT)	Cross-reacting substances
Amphetamines	Chloroquine, Pseudoephedrine, Phenylpropanolamine, Tyramine, Phentermine, Phenmetrazine, Ranitidine, Trazadone, energy drinks, Wellbutrin
Benzodiazepines	Chlorpromazine, Ibuprofen
Opiates	Dextromethorphan (cough medication), Tolmetin, poppy seeds
Cannabinoids (THC)	Ketoprofen, Tolmetin, Naproxen, Ibuprofen, Aspirin

Other limitations of the immunoassay test are interferences from not only compounds that cross-react with an antibody reaction, but also substances that cross-react within the biological matrix such as bacterial products. Food products can also cause the immunoassay test to be positive. Research reported in the Journal of Forensic Science by Meneely[(1)] concluded that a single poppy seed bagel will produce sufficient morphine/codeine to yield a positive screening test for opiates. As stated by Dr. Barry Levine[(2)]: "cross-reactivity of structurally similar substances is a major problem with immunoassays, resulting in false positive results. Immunoassay results should be confirmed by another method based on a different and more specific scientific principle." Toxicologists have determined that analysis by gas chromatography-mass spectrometry (GC/MS) or liquid chromatography-mass spectrometry (LC/MS) must be performed to obtain a credible result.

The Journal of Forensic Science[(3)] also supports the concept that preliminary positive urine screening test should be "presumed to be devoid of drugs unless there is overwhelming scientific evidence to the contrary".

The Oregon Public Health Division established the Substance Abuse Methods Panel to inspect, evaluate, and authorize clinical toxicology laboratories analytical procedures and protocol. This panel also is governed by the Federal Clinical Laboratory Improvement Amendments (CLIA) 100-578,42.U.S.C.201 and 263a. Oregon Revised Statute (ORS) 438 specifically addresses testing protocols for substance of abuse with the following statement:

> "When the specimen of a person tested for substances of abuse is submitted to the laboratory and the test result (screening) is positive, the laboratory shall perform a confirming test which has been designated by rule of the Oregon Health Authority as the best available technology for use to determine whether or not the substance of abuse identified by the first test (screening) is present in the specimen prior to reporting the test results."

[(1)] Meneely; Poppy Seed Ingestion - The Oregon Perspective, Journ of Forensic Science,1992
[(2)] Principles of Forensic Toxicology by Barry Levine, PhD. Office of the Chief Medical Examiner
[(3)] Alan; Minimal Standards for the Performance and Interpretation of Toxicology Tests in Legal Proceedings , Journ of Forensic Science, 1999)

As a member of Oregon's Substance Abuse Methods Panel; the panel has addressed immunoassays with the following comments:

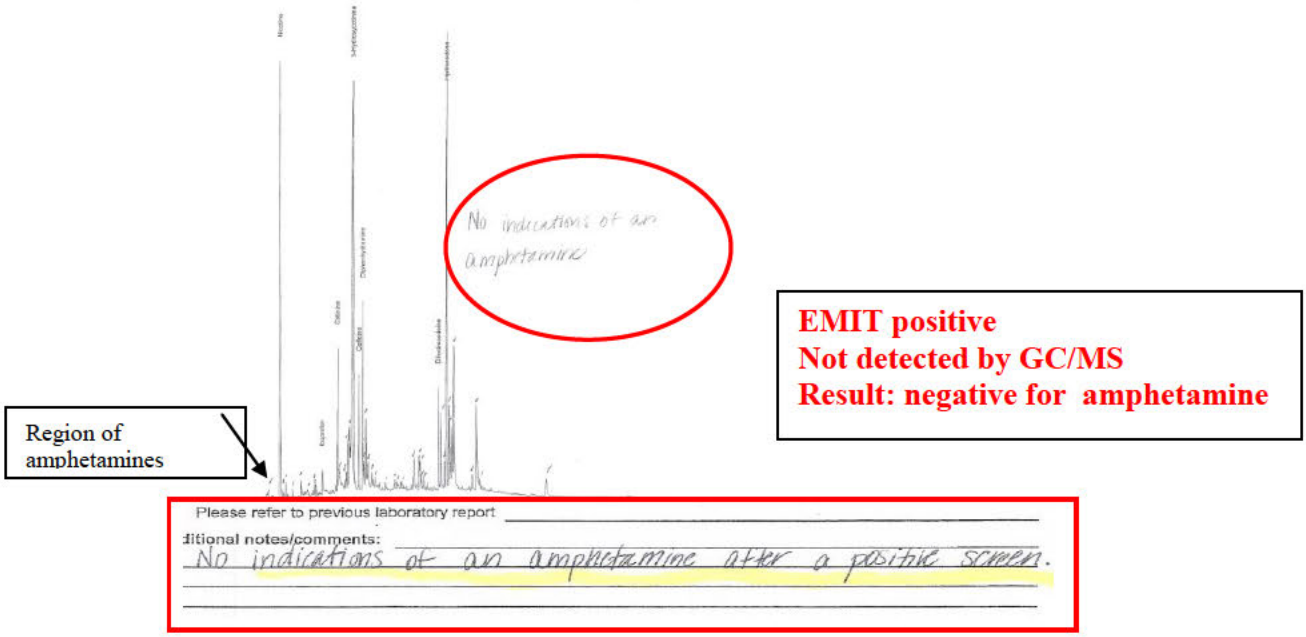
- Immunoassays do not provide unequivocal identification of a given analyte.
- Immunoassays may exhibit cross-reactivity to endogenous substances and must be confirmed by more specific methods for identification.

An example of cross-reactivity/false positives in actual toxicology casework is reported in the following: A urine sample tested by the screening immunoassay (EMIT) resulting in a presumptive positive amphetamine test. Further analysis by the more specific technique gas chromatography-mass spectrometry (GC/MS) concluded that the EMIT's results were to be considered as a false positive and not valid.

EMIT (immunoassay screening test)

Assay	Cutoff	Result (dAbs/min
Amphetamine	300 ng/ml	POSITIVE 0.465
Barbiturates	200 ng/ml	negative 0.227

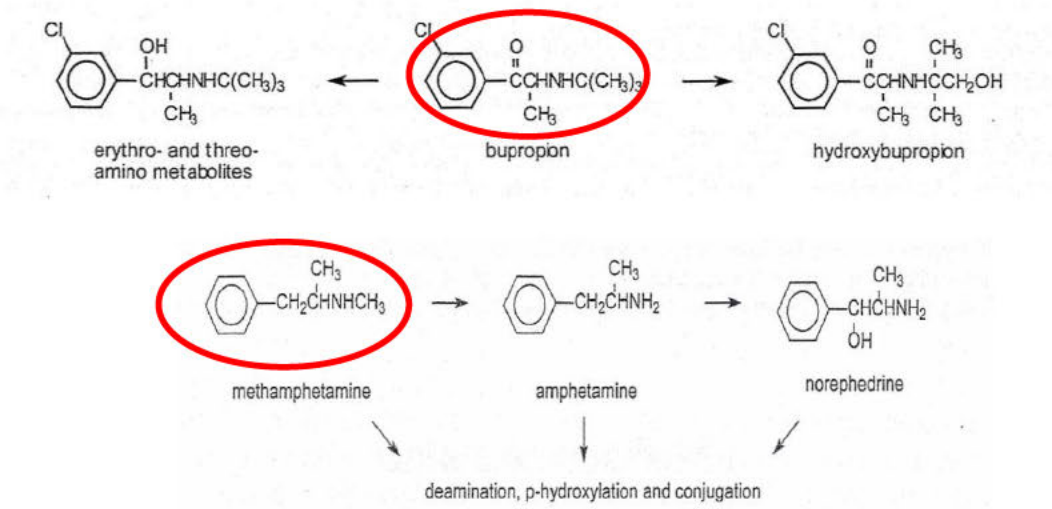
Gas chromatography-Mass spectrometry (GC/MS)



EMIT positive
Not detected by GC/MS
Result: negative for amphetamine

Bupropion (ie. Wellbutrin) is classified as an antidepressant. Neither single or repeated doses of bupropion have been shown to impair psychomotor performance[4].
Buproprion is extensively metabolized by hydoxylation and reduction.

[4] Baselt: Disposition of Toxic Drugs and Chemicals in Man 11 ed.

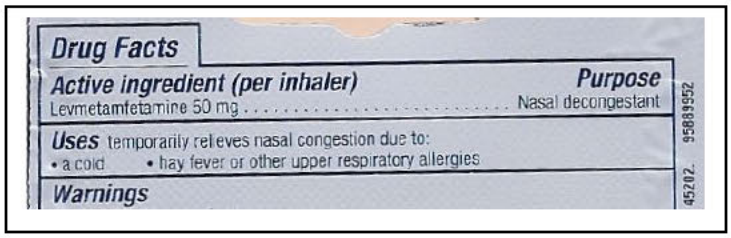


Due to this medication's similar chemical structure to methamphetamine, screening tests will show a positive "cross reactivity" with the methamphetamine/amphetamine assay.

Based on information that an individual was taking a prescribed medication such as bupropion and the limitations of a screening test; it would be highly inappropriate to suggest that a positive screening test was the source of either amphetamine or methamphetamine.

Methamphetamine is the common name for N, alpha-dimethylphenthylamine (deoxyephedrine). The configuration at the chiral center of methamphetamine results in dextrorotatory isomer [d-methamphetamine, S- (+) methamphetamine] and a levorotatory isomer (l-methamphetamine, R-(-)-methamphetamine] with respect to plain-polarized light. The " L-isomer" is commonly found in the cold medication Vick's VapoInhaler and as the metabolite of the anti-Parkinson drug, Selegiline. The "D- isomer" is typically found in the "street-style" methamphetamine. Differentiation of the D and L isomers is routinely performed at forensic facilities (ie. NMS, Oregon State Police Forensic Laboratory) by introducing N-trifluoroacetyl-L-prolyl chloride (TPC).

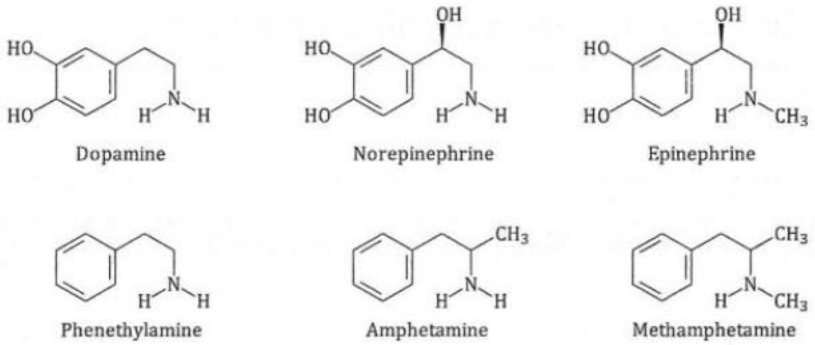




Laboratories will typically note that common food products or over-the-counter medications will compromise drug tests such as poppy seeds that will produce confirmed morphine/codeine levels or cold medications such as Vick's Inhalers producing confirmed positive tests for methamphetamine/amphetamine.

Based on the laboratory's report, there was no additional tests performed to differentiate between the common medication or street methamphetamine.

Adderall (ie. d-amphetamine, dextroamphetamine) is a synthetic phenethylamine utilized in the treatment of obesity, narcolepsy, and attention deficit disorder. The amphetamine structure is a racemic *B*-pheny-liso propylamine consisting of a phenyl ring substituted with and isopropylamino side chain. Amphetamine is a prototypical, non-catecholamine, sympathomimetic drug; the chemical structures of amphetamine, catecholamine-type transmitters (ie. epinephrine, norepinephrine, dopamine), and the naturally occurring ephedrine are similar.



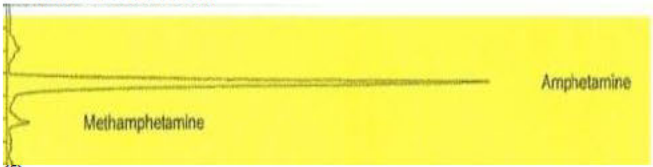
In controlled dosing studies[5], Adderall was shown to improve awareness, reaction times, manual dexterity, alertness, and divided attention tasks. Additionally, Adderall improved cognitive abilities, attention, hazard perception, risk assessment, and decision-making assessments.

From my forensic and clinical experience in a drug treatment facility where patients were provided Adderall under strict controlled conditions; both methamphetamine and amphetamine was reported in their drug tests (see example). This concept was also reported by Baselt and SOFT [6][7]. Consequently, it is not uncommon for patients receiving Adderall medications to have their biological specimens test positive for both amphetamine and methamphetamine.

Exhibit 1 (Agency [redacted]) - A urine specimen which is reported as having been collected from [redacted] Toxicological examination by gas chromatography/mass spectrometry (GC/MS) and/or liquid chromatography/quadrupole-time-of-flight (LC-QTOF) confirms the presence of:

- Amphetamine (Adderall, Vyvanse),

GC/MS of Adderall



[5] Kay, Adderall significantly improves driving performance, attention in young adults with ADHD; presented at the 18th annual US psychiatric and mental health Congress

[6] Baselt: Disposition of Toxic Drugs and Chemicals in Man

[7] Fleming: Evaluation of Patients Prescribed Adderall and Vyvanase for the Presence of Methamphetamine, SOFT 2014

SUMMARY

- Any credible conclusions drawn from toxicological testing must be focused on the most reliable and specific technique used which is typically a form of mass-spectrometry such as gas chromatography-mass spectrometry (GC/MS) or liquid chromatography-mass spectrometry (LC/MS).

- Based on information that Mr. Williams was taking a prescribed medication such as bupropion and the limitations of a screening test; it would be highly inappropriate to suggest that a positive screening test was the source of either amphetamine or methamphetamine.

- I will have to assume that Quest labs confirmed this test by recognized standards in the field of toxicology such as GC/MS or LC/MS however, it was not noted in the report.

- The levels of the drug were not reported. However, given that the source was urine, a level cannot be associated to the amount of medication consumed.

- Based on the laboratory's report, there was no additional tests performed to differentiate between common medications or street methamphetamine.

- It is common for patients receiving Adderall medications to have their biological specimens test positive for both amphetamine and methamphetamine.

- It is irresponsible for a laboratory to ignore common prescribed medications that an individual is taking and avoid providing any disclaimers in a report that would notify the non-scientist/reviewer in the report that the use of medications can be mis-interpreted as abuse of a street drug.

OPINION

Potential resolutions:

- Any urine tests must be confirmed by a recognized confirmatory test such as GC/MS or LC/MS before any conclusions are drawn.

- Quest laboratory should issue an acknowledgement that Mr. Williams' test results could be due to his medications, and that the test itself would not be able to distinguish between a positive result due to Adderall and a positive test result due to street drugs.

Based on my work as a police officer, 45 years of forensic toxicology experience, and 8 years with patients in a controlled environment in drug and alcohol treatment programs; it is my professional opinion that Mr. Williams' Quest report was from the use of either Vick's Inhalers or his Adderall medication.

If called as a witness in this matter, I would testify consistent with this report's contents.

Sincerely,

Kenn D. Meneely
Willamette Valley Forensics, LLC

January 16, 2024

To Whom it May Concern,

My name is John McGee, and I am a 4th grade teacher at Faubion Elementary school, as well as a building rep. In all my years knowing him, I have never seen my colleague Nathaniel Williams exhibit signs of inebriation at work. This includes August 25, 2023, the day in which Mr. Williams took a drug test for the school district.

On August 25, the Faubion staff was in the school cafeteria holding staff meetings. I remember that after a meeting that day, Mr. Williams and Principal Williams discretely pulled me aside to attend a meeting as building rep. The meeting included Mr. Williams, Principal Williams, Sarah Fitch, and me. I remember that the meeting was not over anything to do with school. Sarah Fitch explained that the meeting was because of Mr. Williams having failed a drug test taken for his personal family court case. Ms. Fitch and Mr. Williams went back and forth, as he explained that he failed the test because he was on prescription medication. Mr. Williams seemed calm and professional as he answered her questions.

Ms. Fitch asked Mr. Williams to show him her prescription, and he took out the pill bottle and handed it to her. She asked to take a picture of the bottle, and he said that he was not comfortable with that. She replied that because he wouldn't let her take the picture, she had to write down the prescription information. She then copied down the information from the bottle's label. Ms. Fitch then asked Mr. Williams to take a drug test that day, and he agreed.

I rode with Mr. Williams to the testing facility, as Principal Williams drove us. We chatted casually on the way about sports and family. He seemed calm and relaxed. I waited in the lobby while he took the test, and I rode back with him and Principal Williams afterwards. After the test, he still seemed like his usual self. We talked about our preferred places to go out to eat in the area. I have no reason to believe from his demeanor that he was under the influence of drugs. I believe he was sober.

Mr. Williams is an important teacher at Faubion, and his kids love him. Our school has majority black and brown students, and as a black man Mr. Williams centers their experience in a valuable way. I do not believe that the District would be justified in terminating Mr. Williams, and I hope that he can resume teaching at Faubion.

Sincerely,

John McGee

1/24/24

[redacted]

From: **Damon Miller** <damegranato@gmail.com>
Date: Mon, Jan 22, 2024 at 10:20 AM
Subject: Re: Nathaniel Williams
To: <abottrell@mbjilaw.com>

Hello

I'm writing today to explain my interactions with Nathaniel Williams through the dates of August 24-25, 2023 at Faubion School (PPS) as he is a Fifth Grade Professional Instructor and I act as the schools Restorative Justice Lead.
On August 24, Nathaniel Williams called me into his classroom to discuss strategies on how to deal with students having the most need and challenges. We discussed our own pedagogy's and made plans for strategies to work together moving forward for the 2023-24 school year. This conversation was very detailed and intentional. Many of the strategies we spoke on in detail, being as concise and professional as we were, leads me to believe that Nathaniel Williams was of sound mind and completely sober.
I've worked with Nathaniel Williams close to 25 years within Portland serving disadvantaged, gang affected, and now public school students in professional settings. I have never known him to show up to work anything but sober and intentional. My first experience working with him was as an Associate Director for the Portland police activities league of Portland, Oregon. Mr Williams served as a volunteer liaison between our police programs within the North Portland Cluster/Community. Again, I have never known him to be addicted to drugs.
On August 25 after we had discussed how we were going to proceed with restorative and relationship building strategies for youth, we again had an intentional interaction of leading a segment during our staff training on August 25 2023. we then after the presentation had a small private celebration in the bathroom where we high-fived each other as his presentation demonstrated the power of building relationships through circles. He then lead a parent meeting that night, but as I learned later was hauled off for a drug test. Again the conciseness of what we were doing and what we are facilitating in no way could he have been under the influence of drugs.
If you have further questions please call me.

Damon Miller 503-327-1662

[redacted]

[redacted]

From: **Sarah Fitch** <sfitch@pps.net>
Date: Mon, Aug 28, 2023 at 12:33 PM
Subject: Request for Information - follow up to Friday's meeting
To: Nathaniel Williams <nwilliams@pps.net>
Cc: Karmin Williams <kwilliams6@pps.net>, John McGee <jmcgee4@pps.net>

Hi Nathaniel,

As you are aware, the District is in possession of the results of a Urinalysis ("US") test you took pursuant to a court order on July 5, 2023, and we are currently awaiting the results of a similar test you took at the District's request on Friday, August 25, 2023.

In order to ensure that the District considers the results of both drug tests in as fair and equitable a manner as possible we ask that you provide the following:

- The exact *names* and *dosage amounts* of all medications you were taking on *both* July 5 and August 25 and the *names* and *contact information* of the doctors who prescribed each of those medications.

- The exact *names* and *dosage amounts* of any other drugs or medications you were taking on *both* July 5 and August 25, including those that were not specifically prescribed to you and over-the-counter medication.

At our meeting on Friday, August 25, 2023, you said that you would share this information later that day though you have not yet done so. I'm concerned that you may be withholding information and that it may have a negative impact upon your employment. The District can only consider information that it has available and so it is in your best interests to share information that may plausibly explain why you failed a drug test. I hope to receive this information from you today.

Regards,

Sarah Fitch
Sr. Partner - Employee & Labor Relations
Portland Public Schools
Employee & Labor Relations | Human Resources
Cell: 503-568-2618
ELR Sr. Partner Assignments

ht [redacted]

1 [redacted]

EXHIBIT 6
Page 2 of 2

escreen Specimen Result Certificate

ID Number: 7930329713 Report printed on 9/1/2023 3:59:01 PM Page 1 of 1

Attention:
Tracy Williams
Portland Pub Schools/Custodial Services
501 N Dixon St
Portland, OR 97227

Collection Site:
2506 - Concentra Medical Center - Airport Portland
12518 NE AIRPORT WAY
STE 110
PORTLAND, OR, 97230

Verification Date 9/1/2023 03:29 PM

Medical Review Officer:
Michelle Alexander, M.D.
8140 Ward Parkway Suite 300
Kansas City, MO 64114
888-382-2281

Donor Name: Williams, Nathaniel J
Date Of Test: 8/25/2023
ID Number:

Laboratory: Quest Diagnostics

Donor SSN:
Donor ID:
Reason for Test: Reasonable Suspicion/Cause

Regulation: Non-DOT
Specimen Type: Urine

Drugs Tested:

Drug Name	Result	Laboratory Screening Cutoff *	Laboratory Confirmation Cutoff *	Drug Name	Result	Laboratory Screening Cutoff *	Laboratory Confirmation Cutoff *
Marijuana	Negative	50	15	PCP	Negative	25	25
Cocaine	Negative	300	150	Barbiturates	Negative	300	300
Amphetamines	Positive			Benzodiazepines	Negative	300	300
Amphetamine	Positive	ng/mL	500 ng/mL	Methadone	Negative	300	300
Methamphetamine	Positive	ng/mL	500 ng/mL	MDMA/MDA	Negative	500	250
Opiates	Negative	2000	2000				

Final Result Disposition: Positive

TO BE COMPLETED BY THE MEDICAL REVIEW OFFICER

I have reviewed the laboratory results for the specimen identified by this form in accordance with applicable Federal requirements. My determination/verification is:

☐ Negative ☐ Dilute ☑ Positive ☐ Test Cancelled ☐ Refusal to test because ☐ Adulterated ☐ Substituted

REMARKS:

Michelle Alexander, M.D. — M Alexander MD e-MRO — 9/1/2023 03:29 PM

(PRINT) Medical Review Officer's Name | Signature of Medical Review Officer | Date (Mo./Day/Yr.)

* Represents laboratory screening and confirmation values.

† Represents class (Sub Class Abbreviation)

Williams, Nathaniel - positive drug test investigation file as of 1.1.2024
Sent to N. Barish
Page 35 of 121

EXHIBIT 6a
Page 1 of 1

Disposition of Toxic Drugs and Chemicals in Man

Eleventh Edition

Randall C. Baselt, Ph.D.

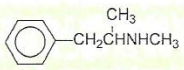
Former Director, Toxicology and Drug Analysis Laboratory,
University of California Medical Center, Sacramento, California
and
Associate Professor, Department of Pathology,
University of California Medical School, Davis, California
and
Director, Chemical Toxicology Institute,
Foster City, California

Biomedical Publications
Seal Beach, California

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d-Methamphetamine

$t_{1/2}$: 6–15 h (urine pH-dependent)
Vd: 3.0–7.0 L/kg
Fb: 0.10–0.20
pKa: 9.9 (base)
b/p: 0.6–0.7
CAS: 537-46-2
MW: 149.23 ($C_{10}H_{15}N$)

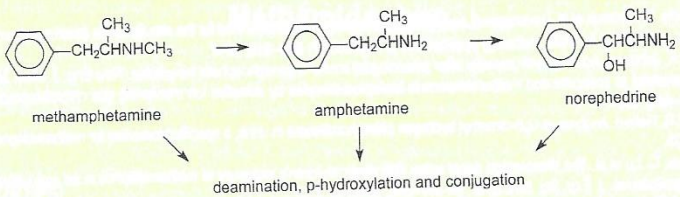


Occurrence and Usage. d-Methamphetamine (d-desoxyephedrine, S-(+)-methamphetamine, metamfetamine, methylamphetamine, Desoxyn, Methedrine, Sisa), the N-methyl derivative of amphetamine, was first prepared in 1919 and has been used clinically since 1930 for the treatment of obesity, narcolepsy and attention deficit disorder. The l-isomer, covered in the next section, is used in certain non-prescription inhalers as a decongestant. d-Methamphetamine has received a great deal of attention as a drug of abuse in past years and at one time was available by prescription as an injectable solution in ampule form. It is supplied as the hydrochloride salt in 2.5–5 mg normal-release tablets and 5–15 mg prolonged-release tablets for oral administration. Illicit methamphetamine is readily synthesized from phenylacetone and N-methylformamide (dl-mixture), or from ephedrine using red phosphorus/hydriodic acid reduction (d-isomer). d-Methamphetamine is also formed as a metabolite of benzphetamine and famprofazone.

Blood Concentrations. A single oral 0.125 mg/kg (8.75 mg/70 kg) dose given to 6 adults produced an average peak plasma methamphetamine concentration of 20 µg/L at 3.6 hours; the elimination half-life averaged 10 hours (range, 6–15) for 24 subjects (Cook et al., 1992). A 12.5 mg oral dose given to 10 female subjects resulted in an average peak blood level of 20 µg/L at 2.5 hours, declining to 16 µg/L by 6 hours and 10 µg/L by 24 hours (Driscoll et al., 1971). The administration of a 20 mg sustained-release oral dose to healthy adults yielded peak plasma concentrations averaging 32 µg/L at 7.5 hours for methamphetamine and 5 µg/L at 14 hours for amphetamine (Schepers et al., 2003). A 30 mg oral dose given to 10 young men resulted in an average peak serum methamphetamine concentration of 94 µg/L (range, 62–291) at times of 3–5 hours (Shappell et al., 1996). Single intravenous doses given to 12 adult methamphetamine users yielded average peak plasma methamphetamine and amphetamine concentrations of 77 and 4.8 µg/L, respectively, with a dose of 0.25 mg/kg (17.5 mg/70 kg) and 132 and 9.2 µg/L, respectively, with 0.50 mg/kg (35 mg/70 kg); elimination half-lives for the two plasma species averaged 10 and 33 hours, respectively, with both doses (Mendelson et al., 2006). Nomographs for estimation of blood methamphetamine concentrations at earlier timepoints have been published (Matsubara et al., 2012).

Metabolism and Excretion. Methamphetamine undergoes some N-demethylation to amphetamine, its major active metabolite. During normal conditions, up to 43% of a dose is eliminated unchanged in the 24 hour urine, with about 4–7% as amphetamine. In acid urine, up to 76% is found as unchanged drug and 7% as amphetamine in 24 hours, whereas in alkaline urine the corresponding values are 2% and less than 0.1% (Beckett and Rowland, 1965). About 15% is excreted as free or conjugated p-hydroxymethamphetamine (pholedrine) and the remainder of the dose is accounted for as minor amounts of the same metabolites found after amphetamine administration (Caldwell et al., 1972; Shima et al., 2006). Methamphetamine was detected in minor amounts (9–594 µg/L) in urine of 12 Adderall patients whose urinary amphetamine levels ranged from 5.6–426 mg/L; its presence was explained as a possible contaminant in the pharmaceutical dosage form (Fleming et al., 2014).

Methamphetamine urine concentrations of 0.5–4.0 mg/L are commonly observed during the first 24 hours after ingestion of 10 mg (Lebish et al., 1970), while a dose of 30 mg produced levels as high as 7 mg/L in healthy young men, some of whom produced no detectable amphetamine (Valentine et al., 1995). A single oral 20 mg dose in 5 healthy adults resulted in peak urine concentrations averaging 4.0 mg/L (range, 1.9–6.0) at 14 hours for methamphetamine and 0.74 mg/L (range, 0.27–1.6) at 17 hours for amphetamine (Huestis and Cone, 2007). Urine concentrations in healthy adults receiving 80 mg of sustained-release methamphetamine orally daily for several days reached peak levels of 5.1–14 mg/L for methamphetamine and 1.2–4.0 mg/L for amphetamine (Oyler et al., 2002). Urinary excretion half-lives after the last dose in that study averaged 23 hours for methamphetamine and 22 hours for amphetamine (Kim et al., 2004). Methamphetamine concentrations of 24–333 mg/L (average, 142) and amphetamine concentrations of 1–90 mg/L (average, 18) were observed in the urine of methamphetamine abusers (Lebish et al., 1970). Concentrations of total (free plus conjugated) p-hydroxymethamphetamine and p-hydroxyamphetamine in the urine of another group of abusers were less than 10 mg/L and less than 0.5 mg/L, respectively (Shimosato et al., 1986).



Toxicity. The adverse effects of methamphetamine therapy include dizziness, restlessness, headache and tremor. Methamphetamine in overdosage can cause confusion, anxiety, hallucinations, cardiac arrhythmias, hypertension, hyperthermia, circulatory collapse, convulsions and coma. Chronic abusers may develop paranoid psychosis. Ischemic colitis, aortic dissection, myocardial infarction and stroke have been observed as sequelae of recent abuse (Farnsworth et al., 1997; Perez et al., 1999; Swalwell and Davis, 1999; Holubar et al., 2009). Two children ages 6 months and 2 years, living in homes where methamphetamine was being illicitly manufactured, exhibited signs of intoxication; the first child had a serum methamphetamine concentration of 0.12 mg/L and the second, a urine level of 14 mg/L (Gordon and Logan, 2004). Concentrations of 0.15–0.56 mg/L were detected in the blood of 7 methamphetamine abusers who exhibited violent and irrational behavior; amphetamine, if present, was below the 0.01 mg/L limit of detectability (Lebish et al., 1970). Two women found by police asleep in a car had blood methamphetamine concentrations of 1.7 and 2.1 mg/L, as well as substantial levels of diazepam (Weingarten, 1984). Methamphetamine blood concentrations of 1.4–13 mg/L (average, 5.1) were found postmortem in 9 drug abusers who died of traumatic injury by violent means (Reynolds and Weingarten, 1983). Blood methamphetamine concentrations of <0.05–2.6 mg/L were observed in 27 persons arrested for erratic driving (Logan, 1996). The UK established a threshold of 0.01 mg/L for methamphetamine in blood as being indicative of impaired driving ability (UK GOV, 2014).

Methamphetamine has been implicated in fatal poisonings following both intravenous and oral administration. Postmortem blood methamphetamine concentrations averaged 1.0 mg/L (range, 0.09–18) in a series of 13 adult deaths attributed to methamphetamine overdosage (Logan et al., 1998). A case of oral administration of 140 mg by a 22 year old man was reported in which a blood concentration of 1.3 mg/L was apparent 48 hours after ingestion, with a decline to 1.0 mg/L by 96 hours and death at 120 hours (Zalis and Parmley, 1963). Postmortem blood methamphetamine and amphetamine concentrations averaged 3.6 and 0.11 mg/L, respectively, in 10 adults who died following intravenous overdosage and 13 and 0.07 mg/L, respectively, in another 6 who succumbed to oral overdosage (Inoue et al., 2006). Methamphetamine concentrations of 4.3 and 5.6 mg/L in blood and 28 and 320 mg/L in urine were measured postmortem in 2 young men who died following oral ingestion of the drug (Patterson and Peat, 1976; Kojima et al., 1984). Postmortem blood and liver methamphetamine levels of 30 mg/L and 128 mg/kg, respectively, were present in a 49 year old man who died 16 hours after oral ingestion of an estimated 3000 mg (Kiely et al., 2009). Concentrations of 40 mg/L in blood and 206 mg/kg in liver were observed in a 19 year old man who developed hyperpyrexia and died 5.5 hours after oral ingestion of a large amount of methamphetamine (Cravey and Baselt, 1968). A 39 year old man smuggling methamphetamine packages in his gastrointestinal tract, hospitalized in an agitated state, had an admission plasma methamphetamine concentration of 8.6 mg/L; he died shortly thereafter and it was discovered that up to 6 of the 35 drug packets in his stomach, each containing approximately 15 g of methamphetamine, had leaked their contents; methamphetamine concentrations of 64 mg/L in heart blood, 150 mg/kg in liver and 4518 mg/L in urine were detected in postmortem specimens (Takekawa et al., 2007). In two similar cases, a 23 year old woman who inserted 3 drug packets intravaginally had a postmortem peripheral blood methamphetamine level of 43 mg/L (Jones et al., 2014) and a 31 year old man who swallowed 25 packets had a postmortem blood methamphetamine level of 52 mg/L (Rashid et al., 2013). The following concentrations were measured in a woman who died after nasal insufflation of methamphetamine (Baselt, 1986):

Drug Concentrations in a Methamphetamine Fatality (mg/L or mg/kg)

Drug	Blood	Liver	Urine	Gastric
Methamphetamine	2.0	4.8	28	1.5 mg
Amphetamine	0.3	0.7	2.7	0.1 mg

Methamphetamine may exhibit postmortem redistribution; heart/femoral blood concentration ratios averaged 1.6 (range, 0.9–2.4) in 18 cases (McIntyre et al., 2011), 1.9 (range, 1.0–3.8) in 5 other cases (Prouty and Anderson, 1990) and 2.1 (range, 1.2–5.0) in a series of 20 deaths (Barnhart et al., 1999). Three adult male methamphetamine abusers for whom resuscitative measures failed had postmortem increases of 33–79% between antemortem blood specimens collected 7–22 minutes before death and peripheral blood specimens collected at autopsy 5–35 hours later (McIntyre et al., 2013).

Analysis. Commercial immunoassays for the amphetamines exhibit variable cross-reactivity with methamphetamine, but those designed especially for methamphetamine are relatively specific for d-methamphetamine. The gas chromatographic techniques cited for amphetamine are applicable for the most part to the simultaneous assay of methamphetamine and amphetamine. Liquid chromatography with ultraviolet (Li et al., 1997) or mass spectrometric detection (Concheiro et al., 2007; Zhang et al., 2014) has also been employed. Methods capable of differentiating the isomeric forms of methamphetamine are described in the section on

l-methamphetamine. Certain gas chromatographic-mass spectrometric schemes for methamphetamine employing derivatization may yield false positive results when high concentrations of ephedrine or pseudoephedrine are present in the specimen (Wu et al., 1992; Hornbeck et al., 1993).

Methamphetamine was stable in plasma for 12 hours at room temperature, 48 hours at 4 °C (Scheidweiler et al., 2008) and 21 hours at -20 °C (Peters et al., 2003) and in blood for 24 hours at room temperature and 2 weeks at 4 °C (Zhang et al., 2014). Fluoridated whole blood containing methamphetamine stored at room temperature lost 18% of its original concentration after 3 months and 31% after 1 year (Giorgi and Meeker, 1995). Methamphetamine was stable in urine for 6 months at room temperature (Hughes et al., 1991) and 2 years at either 4 or -20 °C (Jimenez et al., 2006). The stability of amphetamine in biological specimens was described in the section on that drug.

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EXHIBIT 7
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Expanded Evaluation of Patients Prescribed Adderall® and Vyvanse ® for the Presence of Methamphetamine

Steven Fleming, MS, F-ABFT, NRCC-TC[1], Lauren Wolfe, BS, NRCC-TC[1] , Jim Meeker[2]

[1]Kentucky Toxicology Consulting, LLC, Whitesburg, Kentucky, USA, [2]Premier Toxicology Laboratory, Russell Springs, Kentucky, USA

INTRODUCTION

- Adderall® (3:1, *d:l* amphetamine salts) is commonly prescribed to treat ADHD, narcolepsy, and short-term weight loss (1).
- Vyvanse® (lisdexamfetamine dimesylate) is commonly prescribed to treat ADHD (2).
- Methamphetamine is available as an over the counter nasal decongestant, which is composed of *l*-methamphetamine. Higher percentages of *d*-methamphetamine are generally found in illicit manufacturing. In rare cases, methamphetamine may be prescribed for ADHD as well as obesity (3).
- Methamphetamine and amphetamine are composed of *d:l* isomers; therefore, the isomeric distribution may assist with interpretation of results.
- Interpretation of compliance monitoring for patients prescribed Adderall® and Vyvanse® became a challenge when methamphetamine was detected.
- A study of 297 patient specimens with Adderall® prescriptions and 67 specimens prescribed Vyvanse® was conducted.
- Interpretation of the results was based upon a study by Jemionek *et al*, which suggested patients administered Adderall® with urine concentration ratios of methamphetamine/amphetamine ≥0.5%, with similar isomeric distribution, may indicate polydrug use (4).
- This study included the evaluation of mass spectrometry results, prescribed medications, other drugs detected in the urine, gender and age of the patients.

OBJECTIVE

Evaluate if methamphetamine was detected in patients' urine that were prescribed Adderall® or Vyvanse®. Additionally, determine if the presence of methamphetamine was due to an analytical artifact or a pharmaceutical impurity.

METHODOLOGY

Specimens were shipped overnight as part of compliance monitoring. Specimens with UPLC/MS/MS methamphetamine results >50 ng/mL were subjected to chiral analysis.

Sample Prep

Liquid/Liquid Extraction Methodology for UPLC/MS/MS:

- The following was sequentially added in a 12X75 mm test tube:
  - 1 mL of urine, 100 µL of internal standard (1 µg/mL of (*d/l*)-amphetamine–D11 & (*d/l*)-methamphetamine-D11), and 100 µL of 0.35 N sodium periodate. The tube was vortexed and allowed to sit at room temperature for 15 minutes.
  - 100 µL of 1 N sodium hydroxide was added and briefly vortexed. 1 mL of extraction solvent (72:20:8 toluene:ethyl acetate: methanol) was added and briefly vortexed. The tube was capped, rotomixed for 15 minutes, and centrifuged for 10 minutes at 3500 rpm.
- The organic layer was transferred to a 13X100 mm test tube and evaporated to dryness.
- The tube was reconstituted with 500 µL of 0.1% aqueous formic acid, vortexed and transferred to a 96 well plate for analysis.

Liquid/Liquid Extraction Methodology for GC/ToF:

- The following was sequentially added in a 13X100 mm screw top culture tube:
  - 500 µL of urine, 75 µL of internal standard (4 µg/mL (*d/l*)-propylamphetamine), 100 µL of 0.35 N sodium periodate
  - The solution was vortexed and allowed to sit at room temperature for 15 minutes
  - 200 µL of 1 N sodium hydroxide was added and the solution was briefly vortexed. 2 mL of chlorobutane was added, vortexed, and capped with Teflon lined caps. The tubes were rotomixed for 15 minutes and centrifuged for 10 minutes at 3500 rpm.
- The organic layer was transferred to a 13X100 mm screw top culture tube, 50 µL of *d*-TPC was added to the tubes and allowed to sit for 15 minutes.
- 1 mL of 0.01 N sodium hydroxide was added, rotomixed for 15 minutes, and centrifuged for 10 minutes at 3500 rpm.
- The organic layer was transferred to a 13X100 mm test tube, evaporated to dryness, and reconstituted with 200 µL of ethyl acetate, vortexed and transferred to 2 mL vials with glass inserts.

Instrumentation

UPLC/MS/MS Methodology:

Compound	Precursor ion (m/z)	Cone (V)	Quantitative Ion (m/z)	Collision Energy	Qualitative Ion (m/z)	Collision Energy
Amphetamine	136	18	119	8	90.9	14
Amphetamine-D11	147.1	18	130.1	10	98	16
Methamphetamine	150	22	119	10	90.9	10
Methamphetamine-D11	161.1	22	127.05	12	97	16

Time (minutes)	% A	% B	Curve
0.0	90	10	6
2.0	85	15	6
2.5	1	99	1
3.0	90	10	1

- Flow Rate: 0.5 mL/min
- Column: HSST3 column (1.7 µm, 2.1 x 50 mm)
- Mobile Phase: 0.1% Formic Acid/H_2O and 0.1% Formic Acid/ACN
- LOQ: Methamphetamine: 5 ng/mL, Amphetamine: 50 ng/mL
- Ionization: Positive Electrospray Ionization

GC/ToF Methodology:

Time (minutes)	Rate (°C/Min)	Final Temp (°C)	Hold Time (minutes)	Total Time (minutes)
0	20	130	1	1
1	20	270	0	8
8	30	350	5	15.67

- Column: DB-5MS column (30m x 0.25mm x 0.25 µm)
- LOQ: Methamphetamine: 5 ng/mL, Amphetamine: 5 ng/mL

Compound	Accurate Mass	Acceptable Range
Amphetamine	237.0851	237.0801 - 237.0901
Methamphetamine	237.1007	251.0957 - 251.1057
Propylamphetamine	279.1320	279.1270 - 279.1370

RESULTS

Patients prescribed Vyvanse®

Specimen #	Amphetamine Concentration (ng/mL)	Amphetamine Isomeric Distribution (*d:l*)	Methamphetamine Concentration (ng/mL)	Methamphetamine Isomeric Distribution (*d:l*)	Meth/Amp Ratio
1	50401	95:5	15	92:8	0.09%
2	13858	98:2	12	91:9	0.03%
3	22572	95:5	7	98:2	0.07%
4	46010	93:7	34	90:10	0.04%
5	19289	93:7	8	90:10	0.03%
6	55460	98:2	14	93:7	0.06%
7	15953	97:3	9	93:7	0.06%
8	10265	96:4	6	95:5	0.08%
9	13447	95:5	11	94:6	0.03%
10	22759	94:6	8	95:5	0.03%
11	20546	QNS	5	QNS	
12	32248	96:4	8	100:0	
13	35737	QNS	24	QNS	

* 14 specimens had methamphetamine concentrations less than LOD

* 40 specimens had methamphetamine concentrations greater than LOD, but less than LOQ

Patients prescribed Adderall®

Specimen #	Amphetamine Concentration (ng/mL)	Amphetamine Isomeric Distribution (*d:l*)	Methamphetamine Concentration (ng/mL)	Methamphetamine Isomeric Distribution (*d:l*)	Meth/Amp Ratio
18	559	63:37	10	91:9	1.75%
21	7118	68:32	36	90:10	0.51%
23	893	66:34	8	65:35	0.93%
29	1749	66:34	21	90:10	1.22%
32	25173	74:26	555	94:6	2.20%
38	15557	77:23	251	94:6	1.61%
49	14757	74:26	220	94:6	1.49%
70	25796	78:22	4877	93:7	18.9%
99	10265	67:33	71725	61:39	698%
115	48786	85:15	77351	94:6	159%
150	152	59:41	13	1:99	8.35%

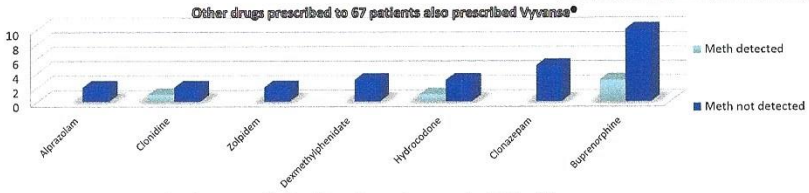
* 91 specimens had methamphetamine concentrations less than LOD

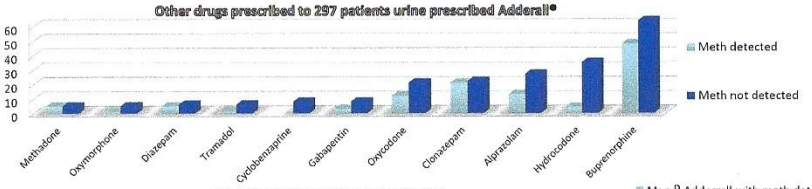
* 127 specimens had methamphetamine concentrations greater than LOD, but less than LOQ

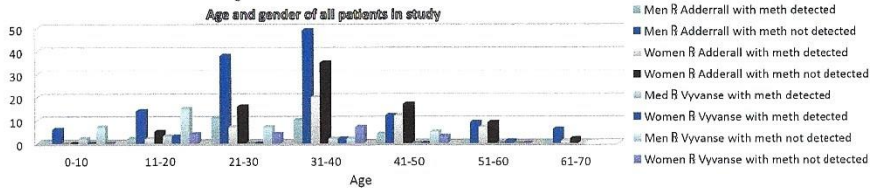
* 68 specimens had methamphetamine concentrations greater than LOQ, but methamphetamine/amphetamine ratio was less than 0.5% with similar isomeric distribution

Drugs detected in urine of patients prescribed:

	Adderall® Meth not detected	Adderall® Meth detected	Vyvanse® Meth not detected	Vyvanse® Meth detected
Lorazepam	1	1	0	0
Benzoylecgonine	1	2	0	0
Temazepam	1	0	0	0
6-Acetylmorphine	1	0	0	0
Phencyclidine	0	1	0	0
Nordiazepam	1	0	0	0
Butalbital	1	0	0	0
Norfentanyl	1	2	0	0
Fentanyl	1	1	0	0
Phenobarbital	0	1	0	0
Zolpidem	2	0	0	0
O-Desmethyltramadol	2	0	0	0
Tramadol	2	0	0	0
Ritalinic Acid	2	1	2	0
Pregabalin	3	2	0	0
Codeine	3	0	0	0
Ethyl Glucuronide	5	1	0	0
EDDP	7	9	0	0
Gabapentin	8	3	3	1
Methadone	9	9	0	0
Morphine	13	4	2	2
Oxazepam	14	13	0	0
Alprazolam	18	12	1	0
THC-COOH	21	7	4	0
α-Hydroxyalprazolam	21	13	2	0
7-Aminoclonazepam	22	21	9	0
Oxycodone	24	10	1	0
Oxymorphone	24	12	1	0
Noroxycodone	26	10	1	0
Hydrocodone	39	7	4	2
Norhydrocodone	40	10	4	2
Hydromorphone	43	7	2	2
Norbuprenorphine	72	45	11	4
Buprenorphine	72	45	12	5







RESULTS

- Urine spiked at 100 µg/mL of amphetamine did not produce methamphetamine for either methodology.
- 10 mg generic Adderall® pill and 30 mg Adderall® capsule were dissolved in methanol at a 1 mg/mL free base concentration and extracted as a sample. Both pills confirmed the presence of amphetamine and methamphetamine by LC/MS/MS.
- GC/ToF analysis of the generic yielded isomeric distribution of *d:l* amphetamine and methamphetamine of 49:51 and 84:16, respectively.
- GC/ToF analysis of the capsule pill yielded isomeric distribution of *d:l* amphetamine and methamphetamine of 81:19 and 72:28, respectively.
- A 50 mg Vyvanse® capsule was dissolved at 1 mg/mL and extracted. LC/MS/MS results consisted of minor amounts of amphetamine.
- GC/ToF of the Vyvanse® capsule yielded results of greater than 95% *d*-amphetamine. Methamphetamine was not detected.

CONCLUSION

- This study supports the conclusions described in the scientific literature, which indicated that ratios <0.5%, with similar isomeric distribution should be interpreted carefully as polydrug use may not be indicated.
- In the study, methamphetamine ranged 5 -77,351ng/mL.
- Only 11 of the Adderall® specimens contained amphetamine/methamphetamine ratios >0.5%.
- 9 of the 11 had dextro or levo-methamphetamine isomeric distribution ≥90%, which may support polydrug use.
- 2 of the 11 had similar isomeric distribution
- All methamphetamine positive Vyvanse® specimens had similar isomeric distribution with ratios ≤0.5%, which may not indicate poly drug use.
- Methamphetamine detected in the pharmaceuticals support the theory that methamphetamine detected with similar isomeric distribution and ratios <0.5% was likely due to an impurity.

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3. U.S. Food And Drug Administration, (2013) Desoxyn® (Reference ID: 3415958). Barcelonta Puerto Rico: AbbVie LTD [accessed 2014 Aug 22]. http://www.accessdata.fda.gov/drugsatfda_docs/label/2013/005378s028lbl.pdf.
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ACKNOWLEDGEMENTS

The authors would like to thank the R&D staff of Premier Toxicology Laboratory for their technical assistance with this project as well as giving the authors permission to present their data.

EXHIBIT 7
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Amphetamine/Methamphetamine Confirm, Urine

Orderable EAP code:

LAB100063

Billable EAP Codes:

80002005 x 1

CPT Codes:

80325 x 1

Lab Section:

Biochemical Genetics

Turnaround Time:

7 to 10 Days

Test Schedule:

Once per week

Units:

ng/mL

Interpretation:

A result of 500 ng/mL is a strong indicator that the patient has used these drugs within the past three days.

Specimen Requirements:

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Page 1 of 2

1 mL (500 microliters minimum) urine in sample cup. Stable 7 days ambient, 14 days refrigerated, 30 days frozen.

Pediatric Specimen Requirements:

As above.

Reference Range:

Negative. Confirmation Cut-off: Amphetamine, Methamphetamine, MDA, MDMA, MDEA, and Ephedrine are reported as positive if greater than 200 ng/ml.

Comments:

The presence of amphetamines in urine at concentrations greater than 500 ng/mL is a strong indicator that the patient has used these drugs within the past 3 days.
Methylenedioxyamphetamine (MDA) is a metabolite of MDMA and MDEA.
This confirmatory method does not detect Methylphenidate.
This test will produce positive results for urine specimens collected from patients who are administered Adderall and Benzedrine; Desoxyn and Vicks Vapoinhaler; Selegiline (metabolized to methamphetamine and amphetamine); and clobenzorex, famprofazone, fenethylline, fenproporex, and mefenorex, which are amphetamine pro-drugs.
Results confirmed by mass spectroscopy. This is a lab-developed test not evaluated by the FDA. These results are for clinical use only.

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[redacted]

From: **Nathaniel Williams** <nwilliams@pps.net>
Date: Fri, Sep 15, 2023 at 10:52 AM
Subject: Drug Screen results
To: <bao.nguyen@oregoned.org>

Hi Sarah,

to add everyone in the loop. I was prescribe bupropion in April. July I was adderall. One is known to show a false positive. So I took an observed UA minus the bupropion and attached you'll find my results.
I went back to the same place hr told me I needed to go they refused because I was paying for it. I took this on my own accord and would be happy to take a random observed UA if that's what it takes. Or even monitored Random throughout the school year. I feel totally embarrassed that I've been forced to provide my medical history. It's more embarrassing that I'm being judged for things outside of my scope of work! Considering educators with multiple DUII
On Friday, September 8, 2023, Sarah Fitch <sfitch@pps.net> wrote:

> Hi Nathaniel,
>
> As you are aware, the results of your August 25, 2023, drug test showed positive results for both Amphetamine and Methamphetamine. It is my understanding that the testing facility notified you of these results and asked you to provide details of any prescription medications that you are taking, along with the pharmacy name and contact details.
>
> You did not provide any of the information being requested by the testing facility and the 72-hour window to appeal the results has since passed.
>
> Additionally, you failed to provide prescription medication information to the District, despite initially agreeing on August 25, 2023.
>
> Regards,
>
> **Sarah Fitch**
> Sr. Partner - Employee & Labor Relations
> **Portland Public Schools**
> **Employee & Labor Relations | Human Resources**
> Cell: 503-568-2618
> ELR Sr. Partner Assignments

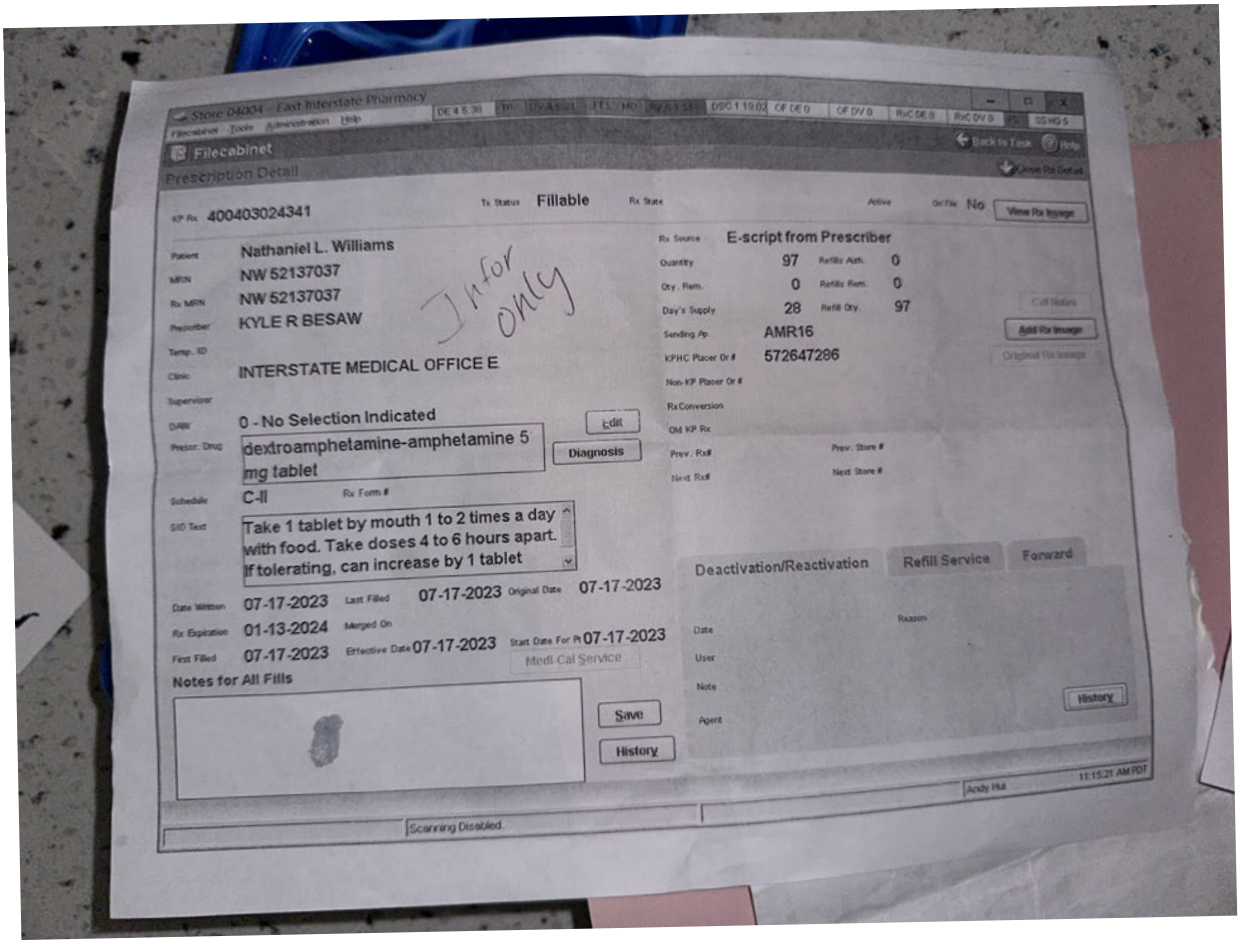
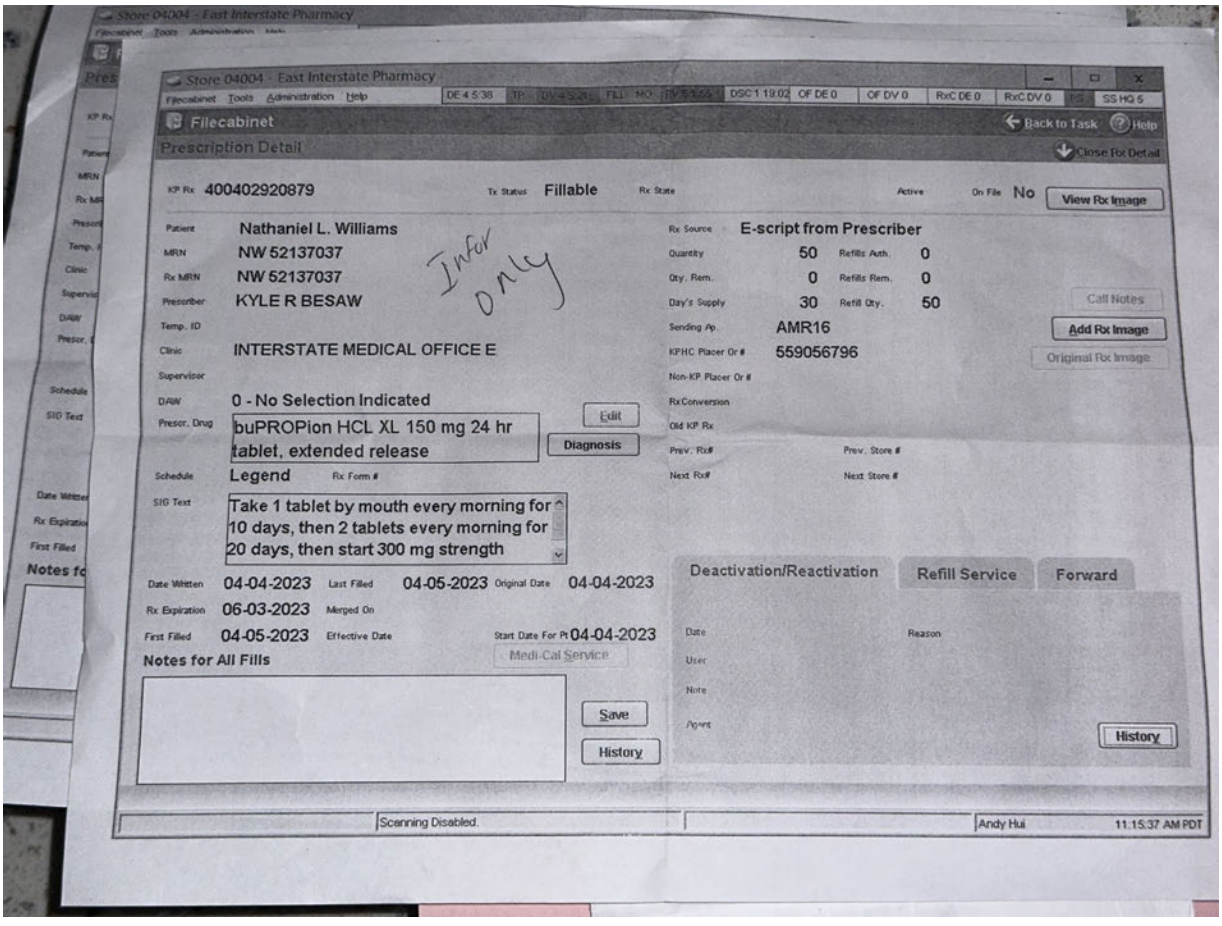


EXHIBIT 10
Page 1 of 2


Store 04004 - East Interstate Pharmacy
Filecabinet Tools Administration Help
Filecabinet
Back to Task
Help
Prescription Detail
Close Rx Detail
KP Rx 400402920879
Tx Status Fillable
Rx State
Active
On File No
View Rx Image
Patient Nathaniel L. Williams
MRN NW 52137037
Rx MRN NW 52137037
Prescriber KYLE R BESAW
Temp. ID
Clinic INTERSTATE MEDICAL OFFICE E
Supervisor
DAW 0 - No Selection Indicated
Presc. Drug buPROPion HCL XL 150 mg 24 hr tablet, extended release
Edit
Diagnosis
Schedule Legend
Rx Form #
SIG Text Take 1 tablet by mouth every morning for 10 days, then 2 tablets every morning for 20 days, then start 300 mg strength
Date Written 04-04-2023
Last Filled 04-05-2023
Original Date 04-04-2023
Rx Expiration 06-03-2023
Merged On
First Filled 04-05-2023
Effective Date
Start Date For Pt 04-04-2023
Medi-Cal Service
Notes for All Fills
Save
History
Infor only
Rx Source E-script from Prescriber
Quantity 50
Refills Auth. 0
Qty. Rem. 0
Refills Rem. 0
Day's Supply 30
Refill Qty. 50
Sending Ap. AMR16
KPHC Placer Or # 559056796
Non-KP Placer Or #
RxConversion
Old KP Rx
Prev. Rx#
Prev. Store #
Next Rx#
Next Store #
Call Notes
Add Rx Image
Original Rx Image
Deactivation/Reactivation
Refill Service
Forward
Date
Reason
User
Note
Agent
History
Scanning Disabled.
Andy Hui
11:15:37 AM PDT

[redacted]

From: **eScreen eMRO** <emro@abbott.com>
Date: Mon, Sep 18, 2023 at 10:02 AM
Subject: Re: [Request ID :##RE-10241102##] : Prescription
To: <pdxunited@gmail.com>

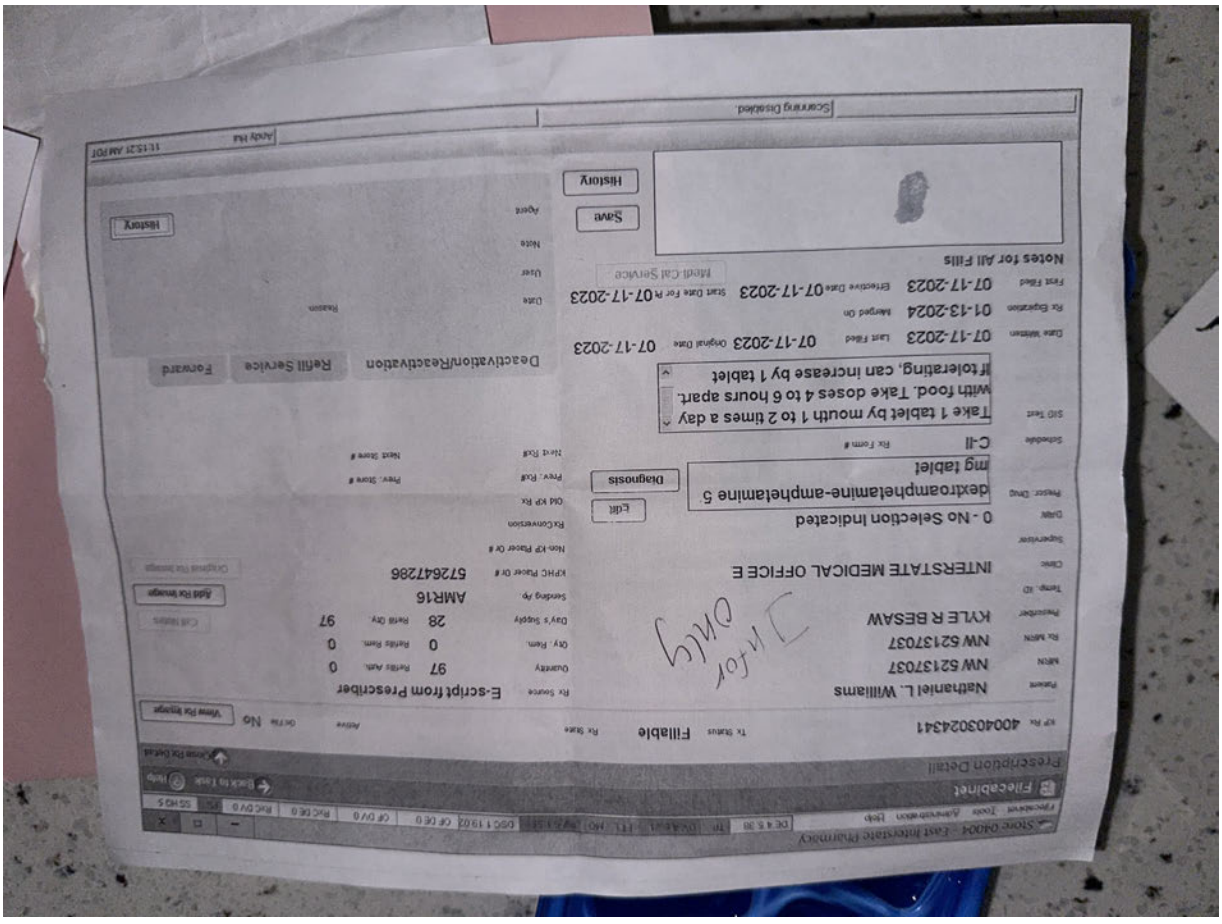
Hello,

Please provide the CCF# that these details are pertaining to so that we can get this to the right place.

Kat Liber
eScreen eMRO

Description :

EXTERNAL EMAIL: Only click links or open attachments if you recognize the sender and know the content is safe.



Prescription Detail
Filecabinet
Nathaniel L. Williams
NW 5213703?
KYLE R BESAW
INTERSTATE MEDICAL OFFICE E
0 - No Selection Indicated
dextroamphetamine-amphetamine 5 mg tablet
C-II
Take 1 tablet by mouth 1 to 2 times a day with food. Take doses 4 to 6 hours apart. If tolerating, can increase by 1 tablet
07-17-2023
07-17-2023
07-17-2023
01-13-2024
07-17-2023
07-17-2023
Notes for All Fills
Save
History
Fillable
No
E-script from Prescriber
97
0
0
28
97
AMR16
57264728?
Deactivation/Reactivation
Refill Service
Forward
History

Store 04004 - East Interstate Pharmacy
Prescription Detail
Close Rx Detail
Back to Task
Help
Filecabinet
Rx # 4004029208 79
Tx Status Fillable
Rx State
Active
On File No
View Rx Image
Patient Nathaniel L. Williams
MRN NW 6213703 7
Rx MRN NW 6213703 7
Prescriber KYLE R BESAW
Temp. ID
Clinic INTERSTATE MEDICAL OFFICE E
Supervisor
Drug 0 - No Selection Indicated
Prescr. Drug buPROPion HCL XL 150 mg 24 hr tablet, extended release
Edit
Diagnosis
Schedule Legend Rx Form #
SIG Text Take 1 tablet by mouth every morning for 10 days, then 2 tablets every morning for 20 days, then start 300 mg strength
Rx Source E-script from Prescriber
Quantity 50 Refills Auth. 0
Qty. Rem. 0 Refills Rem. 0
Day's Supply 30 Refill Qty. 50
Sending Ap AMR16
KPHC Fkacer Or # 659056796
Non-KP Fkacer Or #
RxConversion
Old KP Rx
Prev. Rx#
Prev. Store #
Next Rx#
Next Store #
Call Notes
Add Rx Image
Original Rx Image
Date Written 04-04-2023
Last Filled 04-05-2023
Original Date 04-04-2023
Rx Expiration 06-03-2023
Merged On
First Filled 04-05-2023
Effective Date
Start Date For R 04-04-2023
Notes for All Fills
Medi-Cal Service
Save
History
Date
Reason
User
Note
Type
History
Deactivation/Reactivation
Refill Service
Forward
Scanning Disabled.
Andy Hui
11:15:37 AM PDT

Nathaniel Williams

Fwd: N Williams emails new drug screening test results to S Fitch as of 01/10/2024

Subject: **Fwd: N Williams emails new drug screening test results to S Fitch**
From: "Tracy Williams" <twilliams1@pps.net>
To:
Entry Date: 09/22/2023 9:55 AM

——— Forwarded message ———
From: **Sarah Fitch** <sfitch@pps.net>
Date: Fri, Sep 22, 2023 at 8:45 AM
Subject: Re: FW: Prescription
To: Nathaniel Williams <nwilliams@pps.net>
Cc: Bao Nguyen <bao.nguyen@oregoned.org>, Karmin Williams <kwilliams6@pps.net>, John McGee <jmcgee4@pps.net>, Tracy Williams <twilliams1@pps.net>

Hi Nathaniel,

I'm confused by what this is. It appears that you have taken it upon yourself to get a new drug screening test but that is not responsive to the District's request and instructions and it doesn't change the situation that we're in. You need to comply with previous emails, provide your prescription and the details of the pharmacy that you used to fill it. We've very clearly communicated this a number of times. Can you please confirm that you understand what is being asked of you and please confirm whether or not you have complied. Thanks.

Regards,

Sarah Fitch
Sr. Partner - Employee & Labor Relations
Portland Public Schools
Employee & Labor Relations | Human Resources
Cell: 503-568-2618
ELR Sr. Partner Assignments

On Thu, Sep 21, 2023 at 9:09 PM Unify Portland <pdxunited@gmail.com> wrote:

> Nathaniel Williams
>
> On Tue, Sep 19, 2023 at 3:59 PM Unify Portland <pdxunited@gmail.com> wrote:
> > Did it earlier this morning and last week as well. Here are the results of my most recent test. It was observed. This is in good faith to show I've taken the initiative to show that I do not abuse drugs nor is there an addiction. I love my career. I'm sure there are other options besides taking away what I've worked so hard to accomplish.
> > *[Inline image removed from email.]*
> > *[Inline image removed from email.]*
> > *[Inline image removed from email.]*
> > *[Inline image removed from email.]*
> > *[Inline image removed from email.]*
> >
> > Nathaniel Williams
> >
> > On Mon, Sep 18, 2023 at 9:07 AM Bao Nguyen <bao.nguyen@oregoned.org> wrote:
> > > FYI
> > >
> > > **From:** Tracy Williams <twilliams1@pps.net>
> > > **Sent:** Friday, September 15, 2023 11:36 AM
> > > **To:** Nathaniel Williams <nwilliams@pps.net>
> > > **Cc:** Sarah Fitch <sfitch@pps.net>; Bao Nguyen <bao.nguyen@oregoned.org>
> > > **Subject:** Re: Prescription
> > >
> > > Hello Nathaniel,
> > >
> > > Due to HIPPA regulations and because the specimen is yours, I was specifically told that you or your attorney will need to send the email to emro@abbott.com along with your prescription and pharmacy contact information. Please follow the instructions below.

Fwd: NW confirms that he has sent prescription info to lab as of 01/10/2024

Subject: **Fwd: NW confirms that he has sent prescription info to lab**
From: "Tracy Williams" <twilliams1@pps.net>
To:
Entry Date: 09/26/2023 4:50 PM

——— Forwarded message ———
From: **Tracy Williams** <twilliams1@pps.net>
Date: Tue, Sep 26, 2023 at 4:44 PM
Subject: Re: Confusion
To: Sarah Fitch <sfitch@pps.net>
Cc: Unify Portland <pdxunited@gmail.com>, Bao Nguyen <bao.nguyen@oregoned.org>

Hi Nathaniel,

Thank you for the clarification. Could you please forward me the ticket ID number that you would have received when you sent the email to the emro@abbott.com email address. An automatic ticket ID number response is sent to the sender to confirm confirmation.

Regards,

Tracy Williams
HR Associate II
Portland Public Schools
Employee and Labor Relations | Human Resources
Office: 503-916-5095 Cell: 971-425-5395
Current Remote Schedule: Monday/Wednesday/Friday
ELR Assignment Chart

Confidentiality notice: This email message may contain confidential information. If you have received the message by mistake, please notify us immediately by replying to this message or telephoning us, and do not review, disclose, copy or distribute it.

On Tue, Sep 26, 2023 at 4:17 PM Sarah Fitch <sfitch@pps.net> wrote:

> Thanks Nathaniel, I appreciate the clarification because I was genuinely confused by the last email. I've looped Tracy into my response so that she can connect with the testing facility.
>
> Regards,

Sarah Fitch
Sr. Partner - Employee & Labor Relations
Portland Public Schools
Employee & Labor Relations | Human Resources
Cell: 503-568-2618
ELR Sr. Partner Assignments

On Tue, Sep 26, 2023 at 3:54 PM Unify Portland <pdxunited@gmail.com> wrote:

> To be clear about my last email.
> 1. I was confirming that I sent my prescription information twice to the lab!
>
> 2. I clearly stated it was the results from an observed UA I took the week before sending you the results.
>
> I hope this helps,
>
> Nathaniel Williams

Fwd: IT ticket number provided by Bao Nguyen - MRO is in receipt as of 01/10/2024

Subject: **Fwd: IT ticket number provided by Bao Nguyen - MRO is in receipt**
From: "Tracy Williams" <twilliams1@pps.net>
To:
Entry Date: 09/29/2023 2:50 PM
Attachments: ~WRD0004.jpg 823 B

——— Forwarded message ———
From: **Tracy Williams** <twilliams1@pps.net>
Date: Fri, Sep 29, 2023 at 2:43 PM
Subject: Fwd: Confusion
To: Sarah Fitch <sfitch@pps.net>

I called the MRO office to confirm the ticket ID# [redacted] . They received an email from NW on 9/26/23 with two photo attachments. This has been escalated to the MRO for further review.
Next step:
I will receive an amended report from the MRO with the positive results overturned (if they find that the prescription meds caused the initial positive drug screen result).

They advised me to call on Monday or Tuesday for an update if the results are still the same outcome.

Regards,

Tracy Williams
HR Associate II
Portland Public Schools
Employee and Labor Relations | Human Resources
Office: 503-916-5095 Cell: 971-425-5395
Current Remote Schedule: Monday/Wednesday/Friday

ELR Assignment Chart

Confidentiality notice: This email message may contain confidential information. If you have received the message by mistake, please notify us immediately by replying to this message or telephoning us, and do not review, disclose, copy or distribute it.

——— Forwarded message ———
From: **Bao Nguyen** <bao.nguyen@oregoned.org>
Date: Fri, Sep 29, 2023 at 1:09 PM
Subject: RE: Confusion
To: Tracy Williams <twilliams1@pps.net>, Sarah Fitch <sfitch@pps.net>
Cc: Unify Portland <pdxunited@gmail.com>

Tracy and Sarah,

Here is the ticket ID Number that Mr. Williams received when he sent in the test

Ticket ID # 10284787

From: Tracy Williams <twilliams1@pps.net>
Sent: Tuesday, September 26, 2023 4:44 PM
To: Sarah Fitch <sfitch@pps.net>
Cc: Unify Portland <pdxunited@gmail.com>; Bao Nguyen <bao.nguyen@oregoned.org>
Subject: Re: Confusion

Hi Nathaniel,

Thank you for the clarification. Could you please forward me the ticket ID number that you would have received when you sent the email to the emro@abbott.com email address. An automatic ticket ID number response is sent to the sender to confirm confirmation.

Fwd: Failure to supply prescription information as of 01/10/2024

Subject: **Fwd: Failure to supply prescription information**
From: "Tracy Williams" <twilliams1@pps.net>
To:
Entry Date: 10/03/2023 11:16 AM

-------- Forwarded message ---------
From: **Sarah Fitch** <sfitch@pps.net>
Date: Tue, Oct 3, 2023 at 10:46 AM
Subject: Failure to supply prescription information
To: Nathaniel Williams <nwilliams@pps.net>
Cc: Bao Nguyen <bao.nguyen@oregoned.org>, Tracy Williams <twilliams1@pps.net>, Karmin Williams <kwilliams6@pps.net>, John McGee <jmcgee4@pps.net>

Nathaniel,

Tracy has followed up with the Medical Review Office Coordinator and was told that the results remain the same (positive for methamphetamine and amphetamine) because you have still not sent your prescription details. The documents you sent are outside of the scope of the regular process and inadmissible for review.

To simplify their request, they are willing to accept a photo of your medication container, showing the prescription name details on the container. Please email it to emro@abbott.com and please include your name and EScreen ID number 7930329713 in the email. It needs to show the pharmacy where it was filled.

The District has consistently requested this information since our first meeting on August 25, 2023, and you have yet to comply. Continued failure to comply with this request may be viewed as insubordination which is subject to disciplinary action.

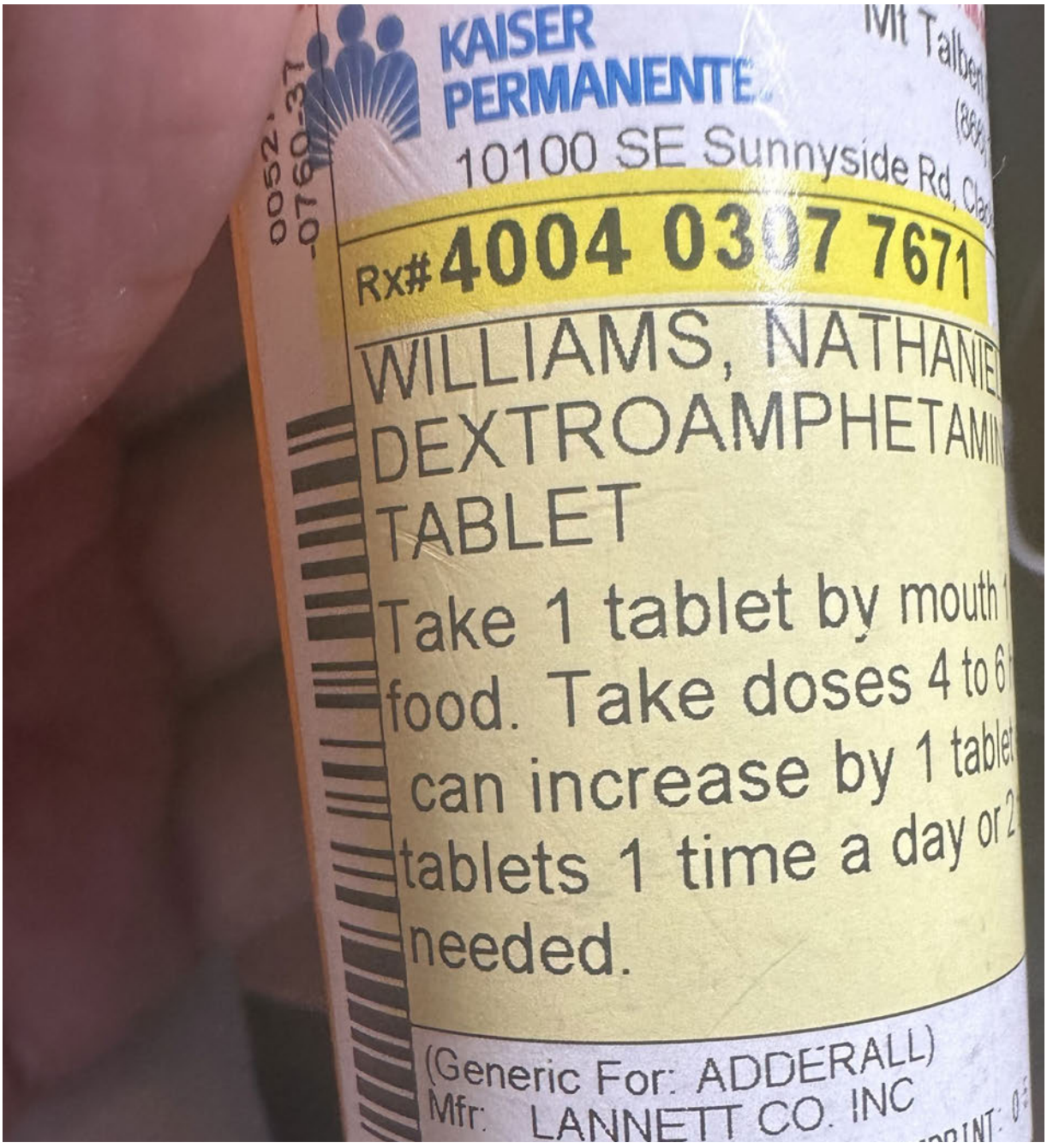
Please supply this information no later than 5:00.pm tomorrow, Wednesday, October 4, 2023.

Regards,

Sarah Fitch
Sr. Partner - Employee & Labor Relations
Portland Public Schools
Employee & Labor Relations | Human Resources
Cell: 503-568-2618
ELR Sr. Partner Assignments

[redacted]

From: **Unify Portland** <pdxunited@gmail.com>
Date: Wed, Oct 4, 2023 at 4:01 PM
Subject:
To: <twilliams1@pps.net>, <j85alicia@gmail.com>




BLUE ROUND TABLET .
Order refills 48 hours in
No Refills

From: **Unify Portland** <pdxunited@gmail.com>
Date: Wed, Oct 4, 2023 at 4:04 PM
Subject:
To: <twilliams1@pps.net>

[redacted]

[redacted]

From: **Unify Portland** <pdxunited@gmail.com>
Date: Wed, Oct 4, 2023 at 4:50 PM
Subject: Fwd: Nathaniel Williams
To: Bao Nguyen <bao.nguyen@oregoned.org>, <emro@abbott.com>

your prescription along with the pharmacy contact information where the prescriptions was filled to emro@abbott.com . Include your name and EScreen ID number 7930329713 in the email.

These are the documents provided by the pharmacy. At the time of the UA o was taking Bupropion and Aderall. We phased out the bupropion so I no longer have the bottle. See attached for the information.

Although it was a 20 day prescription it lasted longer because I didn't take it everyday. It made me extremely tired and I had no personality at times.
Nathaniel Williams

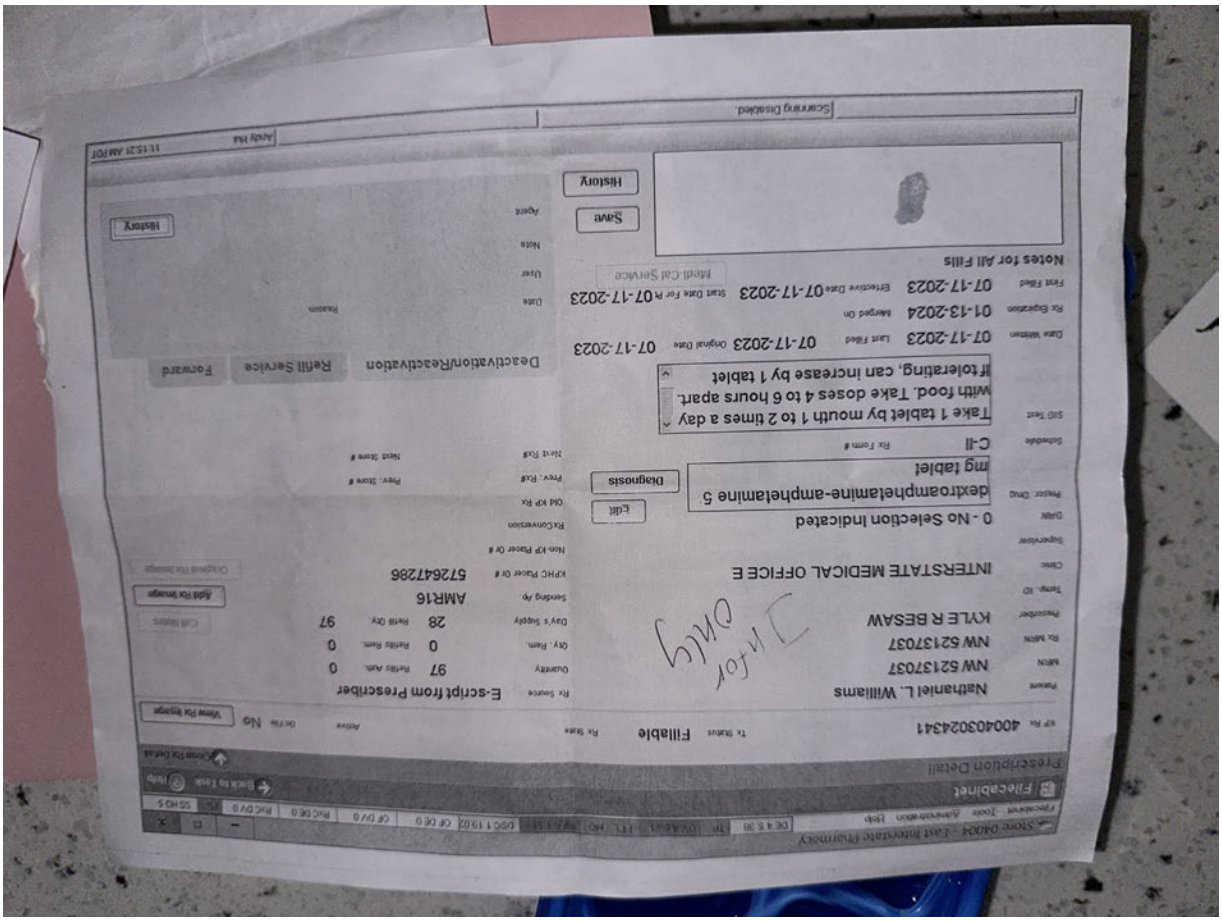
---------- Forwarded message ---------
From: **Unify Portland** <pdxunited@gmail.com>
Date: Wed, Oct 4, 2023 at 3:59 PM
Subject: Fwd: Nathaniel Williams
To: twilliams1@pps.net <twilliams1@pps.net>

Nathaniel Williams

---------- Forwarded message ---------
From: **Unify Portland** <pdxunited@gmail.com>
Date: Tue, Sep 26, 2023 at 3:55 PM
Subject: Nathaniel Williams
To: <emro@abbott.com>

your prescription along with the pharmacy contact information where the prescriptions was filled to emro@abbott.com . Include your name and EScreen ID number _____ in the email.

Nathaniel Williams



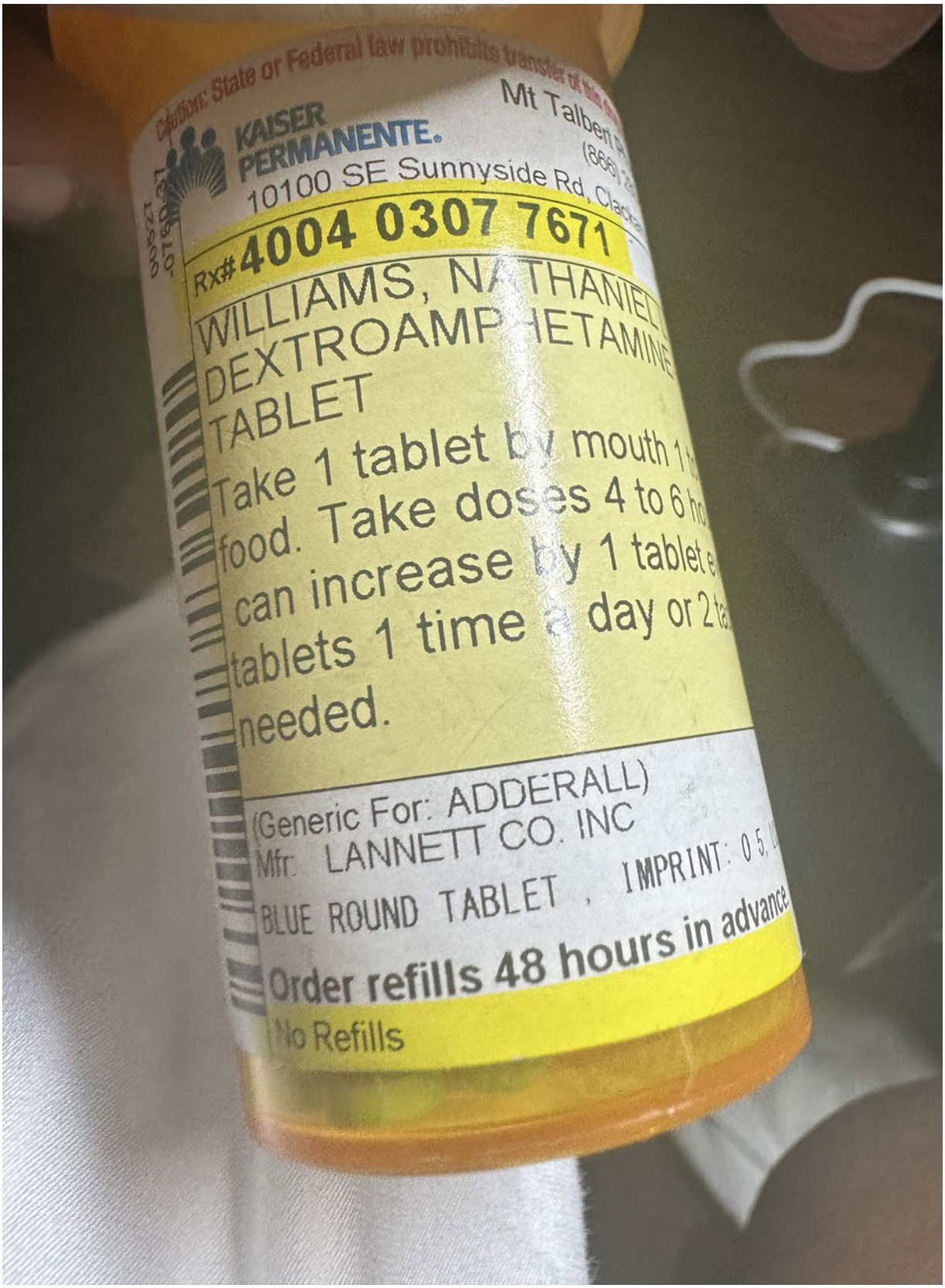
Store 04004 - East Interstate Pharmacy
Prescription Detail
Close Rx Detail
Back to Task
Help
Rx # 4004029208 79
Tx Status Fillable
Rx State
Active
On File No
View Rx Image
Patient Nathaniel L. Williams
MRN NW 6213703 7
Rx NPI NW 6213703 7
Prescriber KYLE R BESAW
Temp. ID
Clinic INTERSTATE MEDICAL OFFICE E
Supervisor
Drug 0 - No Selection Indicated
Prescr. Drug buPROPion HCL XL 150 mg 24 hr tablet, extended release
Edit
Diagnosis
Schedule Legend
Rx Form #
SIG Text Take 1 tablet by mouth every morning for 10 days, then 2 tablets every morning for 20 days, then start 300 mg strength
Date Written 04-04-2023
Last Filled 04-05-2023
Original Date 04-04-2023
Rx Expiration 06-03-2023
Merged On
First Filled 04-05-2023
Effective Date
Start Date For Fi 04-04-2023
Notes for All Fills
Medi-Cal Service
Save
History
Rx Source E-script from Prescriber
Quantity 50
Refills Auth. 0
Qty. Rem. 0
Refills Rem. 0
Day's Supply 30
Refill Qty. 50
Sending Ap AMR16
KPHC Fllacer Or # 659056796
Non-KP Placer Or #
Rx Conversion
Old KP Rx
Prev. Rx #
Prev. Store #
Next Rx #
Next Store #
Call Notes
Add Rx Image
Original Rx Image
Deactivation/Reactivation
Refill Service
Forward
Date
Reason
User
Note
Event
History
Scanning Disabled.
Andy Hui
11:15:37 AM PDT

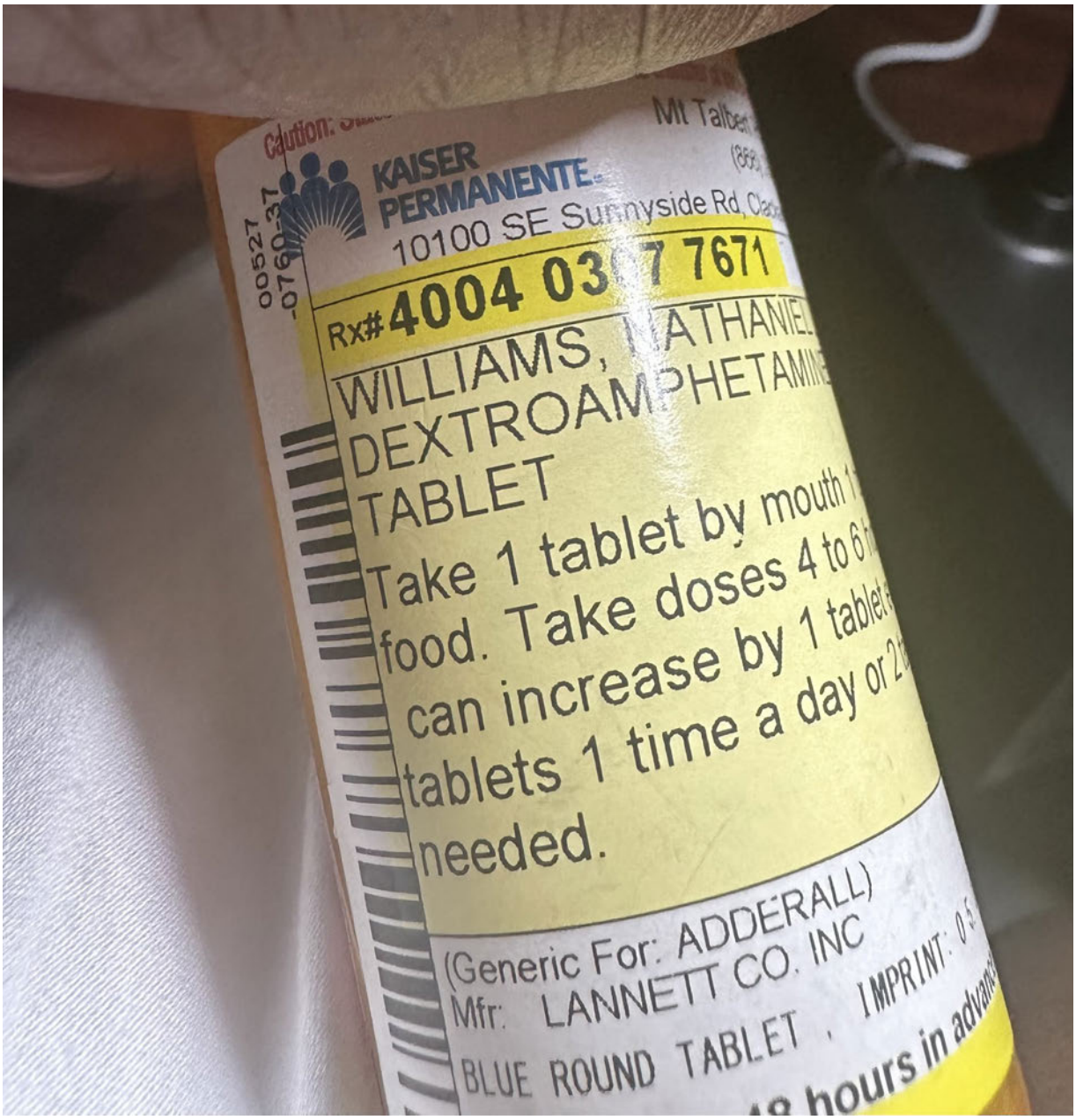
[redacted]

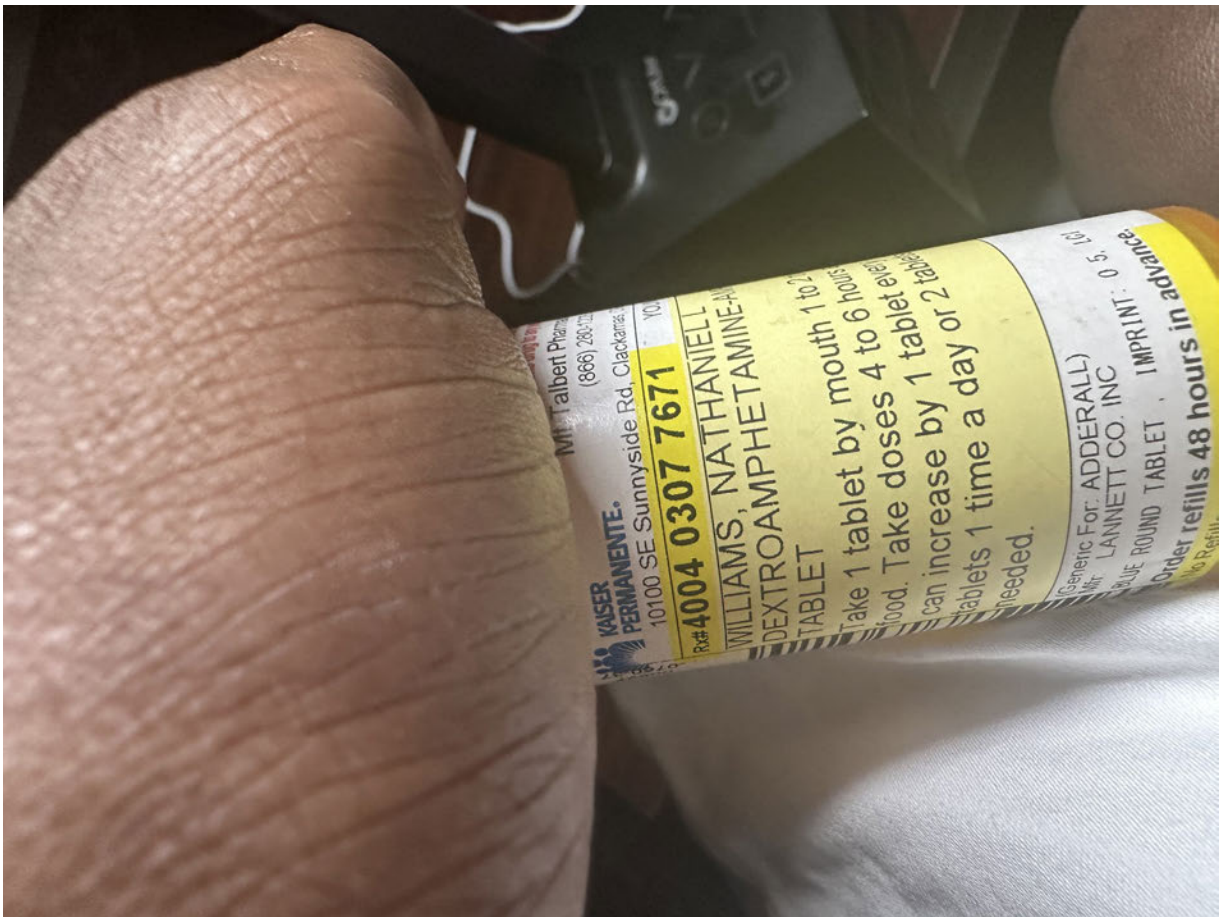
From: **Unify Portland** <pdxunited@gmail.com>
Date: Wed, Oct 4, 2023 at 5:20 PM
Subject: Nathaniel Williams
To: <emro@abbott.com>

your prescription along with the pharmacy contact information where the prescriptions was filled to emro@abbott.com . Include your name and EScreen ID number [redacted] in the email.




Caution: State or Federal law prohibits transfer
KAISER PERMANENTE
Mt Talbert
10100 SE Sunnyside Rd, Clack
Rx# 4004 0307 7671
WILLIAMS, NATHANIEL
DEXTROAMPHETAMINE
TABLET
Take 1 tablet by mouth 1
food. Take doses 4 to 6 ho
can increase by 1 tablet e
tablets 1 time a day or 2 ta
needed.
(Generic For: ADDERALL)
Mfr: LANNETT CO. INC
BLUE ROUND TABLET , IMPRINT: 0 5,
Order refills 48 hours in advance
No Refills


KAISER PERMANENTE
10100 SE Sunnyside Rd
Rx# 4004 03 7 7671
WILLIAMS, NATHANIEL
DEXTROAMPHETAMINE
TABLET
Take 1 tablet by mouth
food. Take doses 4 to 6
can increase by 1 tablet
tablets 1 time a day or 2
needed.
(Generic For: ADDERALL)
Mfr: LANNETT CO. INC
BLUE ROUND TABLET ,
hours in advan



Nathaniel Williams

[redacted]

From: **eScreen eMRO** <emro@abbott.com>
Date: Thu, Oct 5, 2023 at 8:57 AM
Subject: Re: [Request ID :##RE-10327356##] : Nathaniel Williams
To: <twilliams1@pps.net>, <pdxunited@gmail.com>

Hello,

Thank you for your email. I forward your request to the MRO in order to review your information.
Regards,

Soto-Franceschini, David
eScreen eMRO

Description :
Hello,

Thank you for your email. I forward your request to the MRO in order to review your information.
Regards,

Soto-Franceschini, David
eScreen eMRO

Description :
Hello,
Here is a request for Dr. Alexanders to review Rx for this donor.

Regards,

Soto-Franceschini, David
eScreen eMRO

PORTLAND PUBLIC SCHOOLS
Human Resources
501 N Dixon Street • Portland, OR 97227
503-916-3544 • Fax: 503-916-3107
Portland Public Schools is an equal opportunity and affirmative action employer.

Via Email

October 17, 2023

Nathaniel Williams
2002 NE Wasco St
Portland, OR 97232

Dear Mr. Williams,

Re: Loudermill Notice - Proposed Dismissal from Employment

Following the conclusion of the District's recent investigation into your misconduct, I am notifying you of the District's proposal to dismiss you from employment. You were placed on Paid Administrative Leave on August 29, 2023, after you tested positive for methamphetamine and amphetamine. During a meeting, held August 25, you stated that you were on prescription medications that caused the positive test results and the District has notified you on numerous occasions since that meeting of the required process for providing prescription medication information to the testing company. You have failed to comply with the District's many requests. Additionally, Sarah Fitch, Sr. Partner - Employee & Labor Relations, met with you at the District Office on September 13, 2023, and reiterated that you needed to submit prescription documentation to the testing facility and she has repeatedly urged you to follow the process.

Background

You have been employed as a contracted professional educator at Faubion since August 16, 2018.

On August 17, 2023, a parent notified me that you had failed a court ordered drug test. The parent provided a copy of a July 28, 2023, Findings of Fact & Conclusions of Law signed by Multnomah County Circuit Judge Xiomara Torres. In those Findings, the court determined that your July 5, 2023, urinalysis had tested positive for amphetamines & methamphetamines. The court concluded that you are not able to have unsupervised contact with your child and restricted your supervised visitation with that child to two hours a week. You did not challenge or appeal that court decision.

On August 25, 2023, you and I met to discuss your failed drug test and District concerns that you may be using recreational drugs, impacting your fitness for duty. Ms. Fitch was present at the meeting and you were represented by John McGee, PAT. During that meeting, you stated that you had been taking prescription medication and you indicated that you were willing to share prescription medication details with the District, that would mitigate the results of the failed July drug test. During the meeting, you

showed Ms. Fitch a medication container but the label was partially missing and the date of issue could not be ascertained. You refused to allow Ms. Fitch to photograph the medication container. Despite initially agreeing to share prescription information that you claimed would exonerate you, you have since refused and the PAT's position has been that the failed drug test in July is not the District's concern because you were not working at the time. The District disagrees with that position and maintains that a failed drug test and a court ruling that you are not suitable to have unsupervised visits with your own child has a nexus to your job performance as a teacher / supervisor of children.

At the close of the meeting, Ms. Fitch asked if you would voluntarily submit to a drug test and you agreed to do so.

The District contracts with an outside testing facility for its drug screens and despite the facility allowing test subjects to provide any prescription drug information that may influence the outcome of a drug test, you did not share prescription information with them at the time of your test. Your August 25, 2023, drug screen was positive for amphetamines and methamphetamine.

In an August 28 email, Ms. Fitch reiterated the District's request that you share prescription medication information. You responded and asked the District to "send a FMLA request to me for my medical provider asking for prescription information". Ms. Fitch duly emailed a medical records release form to you, that you failed to complete and return.

On September 8, Ms. Fitch again emailed you regarding your failure to provide prescription medication information to the testing facility. You did not respond to her email.

On September 15, Ms. Fitch again emailed you "You and I share the same goal of returning you to the classroom but that can't happen until you work through the process. Please accept Tracy's[1] help to navigate the system and please provide your prescription information and any other supporting information that the Medical Review Officer has requested."

Rather than comply with the District's repeated requests to provide prescription medication information, you took a privately scheduled drug screening test and in a September 19 email, you sent photographs of the paperwork that you received from the testing facility. Ms. Fitch responded, stating "I'm confused by what this is. It appears that you have taken it upon yourself to get a new drug screening test but that is not responsive to the District's request and instructions and it doesn't change the situation that we're in. You need to comply with previous emails, provide your prescription and the details of the pharmacy that you used to fill it. We've very clearly communicated this a number of times. Can you please confirm that you understand what is being asked of you and please confirm whether or not you have complied. Thanks." You responded that you had sent your prescription information to the lab, though Ms. Fitch later learned that the information that you submitted was not what was being requested.

Ms. Fitch emailed again, September 27, in another attempt to help you to navigate the process. On October 3, Ms. Fitch notified you that the documents that you provided to the testing facility were insufficient and again asked you to comply with the testing facility's requirements. You were given a deadline of October 4, 2023, to comply. To date, you have still not provided the prescription medication information that has been repeatedly requested since August 25, 2023, and the Medical Review Officer has determined that there is

[1] Tracy Williams, HR Associate - ELR

no change to the initial failed drug test result that was issued as a result of your August 28, 2023, drug and alcohol test.

Findings

Since August 25, 2023, the District has repeatedly requested prescription medication verification and you have repeatedly failed to comply with the District's requests, which is insubordination. The District also finds that your misconduct violates the following:

Board Policy 4.30.023-P Healthy, Substance Free Learning Environments, which states "To ensure student wellbeing and optimal use of educational resources, the Portland Public Schools Board of Education and the staff of the district support healthy, substance-free learning environments for students and school staff."

Administrative Directive 4.30.022-AD Healthy, Substance Free Learning Environment which states, "The Portland Public Schools Board of Education and the staff of the district support safe, healthy, and substance-free learning environments for students which are free of the detrimental effects of substances (drugs, alcohol, tobacco, and other substances)."

Employee Handbook, which states "Drug Free Workplace Act. The Portland Public School District is subject to the requirements of the federal Drug Free Workplace Act of 1988. This Notice to Employees of Portland Public Schools is given to comply with that federal law. This notice is part of the District's Drug Free Awareness Program. It is our policy that the workplace is to be free of illegal drugs and the effects of these drugs.

Employees affected by illegal drugs and certainly the use of drugs in the workplace are both very serious problems that affect safety, productivity, and our responsibility as role models to encourage our students to reject drug use and view it as unacceptable. Drug use in the workplace can create a safety hazard to other persons and has proven to reduce productivity, to increase the rate of job errors, and to increase the incidence of on-the-job injuries.

The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace. Employees who violate that rule or are affected by illegal drugs at work are subject to discipline, which can include dismissal."

OAR 584-020-0010(5) The Competent Educator; The educator demonstrates a commitment to: Use professional judgment.

OAR 584-020-0035(2)(a) The Ethical Educator; the ethical educator, in fulfilling obligations to the district, will: 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;

OAR 584-020-0035(3)(a) The Ethical Educator; in fulfilling obligations to the profession, will: Maintain the dignity of the profession by respecting and obeying the law, exemplifying personal integrity and honesty.

OAR 584-020-0025(2)(e) Management Skills; Using district lawful and reasonable rules and regulations.

Your conduct also constitutes gross unfitness, per ORS 342.175.

Conclusion

In conclusion, due to the nature and seriousness of the conduct described in this letter, the District is considering your DISMISSAL FROM EMPLOYMENT. You are entitled to attend a pre-dismissal/Loudermill Hearing at which you will be given the opportunity to respond to the District's proposal. I have scheduled a pre-dismissal / Loudermill hearing for Tuesday, October 24, 2023, at 11:00.am and you are entitled to union representation.

Should you need to reschedule the hearing, please email Sarah Fitch, Sr. Partner - Employee & Labor Relations. If you decline the hearing, the District will make a decision based upon the findings of the investigation.

Sincerely,

K. Williams

Karmin Williams
Principal - Faubion

cc: Sarah Fitch, Sr. Partner - Employee & Labor Relations
Bao Nguyen, Uniserve Consultant

PORTLAND PUBLIC SCHOOLS
OFFICE OF THE SUPERINTENDENT
501 North Dixon Street / Portland, OR 97227
Telephone: (503) 916-3200
Mailing Address: P. O. Box 3107 / 97208-3107

*****Sent via electronic mail, and regular and Certified US Postal Service mail*****

December 19, 2023

Mr. Nathaniel Williams
2002 NE Wasco St
Portland, OR 97232

Re: 20-day Notice of Intention to Dismiss from Employment

Dear Mr. Williams,

This letter is your 20-day notice of my intent to recommend that the Board of Education terminate your employment with the District. I intend to make this recommendation to the Board on January 23, 2024. The statutory basis for this recommendation is:

Insubordination, Neglect of Duty, Immorality, Physical/Mental Incapacity and Inadequate Performance. ORS 342.865 (1) (c), (d) and (g).

Background
You have been employed as a contracted professional educator at Faubion PreK-8 School since August 16, 2018.

On October 17, 2023, the District provided you with written notice of its proposal to dismiss you from employment. On October 24, 2023, you attended a pre-dismissal Loudermill meeting with your union representative, Bao Nguyen. Faubion principal Dr. Karmin Willams also attended, along with Sarah Fitch, Sr. Partner - Employee & Labor Relations. During that meeting, you and your union representative were given the opportunity to present evidence and testimony regarding the issues raised in the October 17 Loudermill Notice. You declined to make a statement or offer any additional testimony and after reviewing all of the facts and evidence, I am recommending your dismissal from employment.

The reasons for your dismissal are documented and detailed in the October 17, 2023, written proposal and incorporated here.

On August 17, 2023, a parent notified Principal Williams that you had failed a court ordered drug test. The parent provided a copy of a July 28, 2023, Findings of Fact & Conclusions of Law signed by Multnomah County Circuit Judge Xiomara Torres. In those Findings, the court determined that your July 5, 2023, urinalysis had tested positive for amphetamines & methamphetamines. The court con-

cluded that you are not able to have unsupervised contact with your child and restricted your supervised visitation with that child to two hours a week. You did not challenge or appeal that court decision.

On August 25, 2023, you met with Principal Williams and ELR Sr. Partner, Sarah Fitch, to discuss your failed drug test and District concerns that you may be using illegal drugs that impact your fitness for duty. You were represented by John McGee, PAT. During that meeting, you stated that you had been taking prescription medication and you indicated that you were willing to share prescription medication details with the District, and that would mitigate the results of the failed July drug test. During the meeting, you showed Ms. Fitch a medication container but the label was partially missing and the date of issue could not be ascertained. You refused to allow Ms. Fitch to photograph the medication container. Despite initially agreeing to share prescription information that you claimed would exonerate you, you have since refused and the PAT's position has been that the failed drug test in July is not the District's concern because you were not working at the time. The District disagrees with that position, and maintains that a failed drug test and a court ruling that you are not suitable to have unsupervised visits with your own child has a nexus to your job performance as a teacher / supervisor of children. We also note that this issue was brought to our attention by a parent – it was not something that the District proactively sought to find.

At the close of the meeting, Ms. Fitch asked if you would voluntarily submit to a drug test and you agreed to do so. Your union representative did not object to the test and accompanied you to the testing center.

The District contracts with an outside testing facility for its drug screens and despite the facility allowing test subjects to provide any prescription drug information that may influence the outcome of a drug test, you did not share prescription information with them at the time of your test. Your August 25, 2023, drug screen was positive for amphetamines and methamphetamine.

In an August 28 email, Ms. Fitch reiterated the District's request that you share prescription medication information. You responded and asked the District to "send a FMLA request to me for my medical provider asking for prescription information". Ms. Fitch duly emailed a medical records release form to you, that you failed to complete and return.

On September 8, Ms. Fitch again emailed you regarding your failure to provide prescription medication information to the testing facility. You did not respond to her email.

On September 15, Ms. Fitch again emailed you "You and I share the same goal of returning you to the classroom but that can't happen until you work through the process. Please accept Tracy's[1] help to navigate the system and please provide your prescription information and any other supporting information that the Medical Review Officer has requested."

Rather than comply with the District's repeated requests to provide prescription medication information, you took a privately scheduled drug screening test and in a September 19 email, you sent photographs of the paperwork that you received from the testing facility. Ms. Fitch responded, stating "I'm confused by what this is. It appears that you have taken it upon yourself to get a new drug screening test but that

[1] Tracy Williams, HR Associate - ELR

is not responsive to the District's request and instructions and it doesn't change the situation that we're in. You need to comply with previous emails, provide your prescription and the details of the pharmacy that you used to fill it. We've very clearly communicated this a number of times. Can you please confirm that you understand what is being asked of you and please confirm whether or not you have complied. Thanks." You responded that you had sent your prescription information to the lab, though Ms. Fitch later learned that the information that you submitted was not what was being requested.

Ms. Fitch emailed again, September 27, in another attempt to help you to navigate the process. On October 3, Ms. Fitch notified you that the documents that you provided to the testing facility were insufficient and again asked you to comply with the testing facility's requirements. You were given a deadline of October 4, 2023, to comply. To date, it is unclear to the District what information you have provided to the District's outside testing facility and the testing facility's Medical Review Officer has determined that there is no change to the initial failed drug test result that was issued as a result of your August 25, 2023, drug and alcohol test. Your contracted 2023/24 school year began on August 23, 2023, two days prior to you testing positive for methamphetamine and amphetamine.

Loudermill Hearing

At the Loudermill Hearing, you declined to make a statement and Bao Nguyen, Uniserv Consultant - PAT, spoke on your behalf. Mr. Nguyen did not offer any additional information or evidence and stated only that PAT's position was that the District "didn't have a reason or rationale to erroneously test Mr. Williams." The District disagrees with the PAT's position, as outlined above.

Findings

It is the District's conclusion that you have violated the following District policy, protocols, Oregon Administrative Rules and the Employee Handbook:

> Board Policy 4.30.023-P Healthy, Substance Free Learning Environments, which states "To ensure student wellbeing and optimal use of educational resources, the Portland Public Schools Board of Education and the staff of the district support healthy, substance-free learning environments for students and school staff."
>
> Administrative Directive 4.30.022-AD Healthy, Substance Free Learning Environment which states, "The Portland Public Schools Board of Education and the staff of the district support safe, healthy, and substance-free learning environments for students which are free of the detrimental effects of substances (drugs, alcohol, tobacco, and other substances)."
>
> Employee Handbook, which states "Drug Free Workplace Act. The Portland Public School District is subject to the requirements of the federal Drug Free Workplace Act of 1988. This Notice to Employees of Portland Public Schools is given to comply with that federal law. This notice is part of the District's Drug Free Awareness Program. It is our policy that the workplace is to be free of illegal drugs and the effects of these drugs.
>
> Employees affected by illegal drugs and certainly the use of drugs in the workplace are both very serious problems that affect safety, productivity, and our responsibility as role models to encourage our students to reject drug use and view it as unacceptable. Drug use in the

workplace can create a safety hazard to other persons and has proven to reduce productivity, to increase the rate of job errors, and to increase the incidence of on-the-job injuries.

The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace. Employees who violate that rule or are affected by illegal drugs at work are subject to discipline, which can include dismissal."

OAR 584-020-0010(5) The Competent Educator; The educator demonstrates a commitment to: Use professional judgment.

OAR 584-020-0035(2)(a) The Ethical Educator; the ethical educator, in fulfilling obligations to the district, will: 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;

OAR 584-020-0035(3)(a) The Ethical Educator; in fulfilling obligations to the profession, will: Maintain the dignity of the profession by respecting and obeying the law, exemplifying personal integrity and honesty.
OAR 584-020-0025(2)(e) Management Skills; Using district lawful and reasonable rules and regulations.

Accordingly, the District has concluded that your conduct constitutes grounds for dismissal pursuant to ORS 342.865, specifically:

(1)(b) **Immorality**; the District finds that being under the influence of methamphetamine and amphetamine while at work is immoral. A key component of an educator's responsibility and duty is to model appropriate behavior for students and using controlled substances contradicts that duty.

(1)(c) **Insubordination**; the District finds that the intentional violation of District policy is an act of insubordination. In addition, you were asked repeatedly to supply prescription information that you said would mitigate the positive result of your drug screen, and have failed to provide this information.

(1)(d) Neglect of Duty (1)(d); the District finds that your drug use constitutes neglect of duty and constitutes failure to follow the Drug Free Workplace directive.
(1)(e) **Physical or mental incapacity**; the District finds that being under the influence of methamphetamine and amphetamine renders you incapable of adequately performing all duties of a professional educator and is a safety risk for students assigned to your care. It is also a liability risk for the District.

(1)(g) Inadequate Performance; the District finds that evidence of your drug use constitutes inadequate performance.

Prior Discipline

A December 18, 2023, Written Reprimand was issued as a result of your misconduct. A District investigation found that you violated the following:

- 8.60.044-AD Social Media Use and Expectations for Staff
- The Family Education Rights and Privacy Act
- Professional Conduct Between Adults and Students Policy
- OAR 584-020-0010(1)(2)(3)(4)(5)(6) The Competent Educator
- OAR 584-020-0030(2)(b) Human Relations and Communications
- 6.50.011-AD Field Trips

Conclusion

Based on the evidence detailed in this letter, I am recommending your dismissal from employment.

As indicated, I will be recommending to the District Board of Education at the January 23, 2024, meeting that you be dismissed from employment. Enclosed for your reference is a copy of ORS 342.805 to 342.937. If you would like to request a pre-termination hearing under PPS Policy 5.20.132-P, please notify me no later than January 16, 2024, and we will schedule that hearing. If the school board votes to terminate your contract, your employment with the District will end immediately upon the vote of the board.

If you have any questions about this process, please do not hesitate to contact Sarah Fitch, Sr. Partner - Employee and Labor Relations.

Sincerely,

Guadalupe Guerrero
Superintendent

Enclosures: ORS 342.805 to 342.937

cc: District School Board
Fair Dismissal Appeals Board
Sharon Reese, Chief Human Resources Officer
Karmin Williams, Principal - Faubion
Bao Nguyen, UniServ Consultant, Portland Association of Teachers

PORTLAND PUBLIC SCHOOLS
OFFICE OF THE SUPERINTENDENT
501 North Dixon Street / Portland, OR 97227
Telephone: (503) 916-3200
Mailing Address: P. O. Box 3107 / 97208-3107

*****Sent via electronic mail, and regular and Certified US Postal Service mail*****

June 4, 2024

Mr. Nathaniel Williams
2002 NE Wasco St
Portland, OR 97232

Re: 20-day Notice of Intention to Dismiss from Employment

Dear Mr. Williams,

This letter is your 20-day notice of my intent to recommend that the Board of Education terminate your employment with the District. This recommendation will be made to the Board on August 20, 2024. The statutory basis for this recommendation is:

Insubordination, Neglect of Duty, Immorality, Physical/Mental Incapacity and Inadequate Performance. ORS 342.865 (1) (c), (d) and (g).

Background
You have been employed as a contracted professional educator at Faubion PreK-8 School since August 16, 2018.

On October 17, 2023, the District provided you with written notice of its proposal to dismiss you from employment. On October 24, 2023, you attended a pre-dismissal Loudermill meeting with your union representative, Bao Nguyen. Faubion principal Dr. Karmin Willams also attended, along with Sarah Fitch, Sr. Partner - Employee & Labor Relations. During that meeting, you and your union representative were given the opportunity to present evidence and testimony regarding the issues raised in the October 17 Loudermill Notice. You declined to make a statement or offer any additional testimony and after reviewing all of the facts and evidence, I am recommending your dismissal from employment.

The reasons for your dismissal are documented and detailed in the October 17, 2023, written proposal and incorporated here.

On August 17, 2023, a parent notified Principal Williams that you had failed a court ordered drug test. The parent provided a copy of a July 28, 2023, Findings of Fact & Conclusions of Law signed by Multnomah County Circuit Judge Xiomara Torres. In those Findings, the court determined that your July 5, 2023, urinalysis had tested positive for amphetamines & methamphetamines. The court con-

cluded that you are not able to have unsupervised contact with your child and restricted your supervised visitation with that child to two hours a week. You did not challenge or appeal that court decision.

On August 25, 2023, you met with Principal Williams and ELR Sr. Partner, Sarah Fitch, to discuss your failed drug test and District concerns that you may be using illegal drugs that impact your fitness for duty. You were represented by John McGee, PAT. During that meeting, you stated that you had been taking prescription medication and you indicated that you were willing to share prescription medication details with the District, and that would mitigate the results of the failed July drug test. During the meeting, you showed Ms. Fitch a medication container but the label was partially missing and the date of issue could not be ascertained. You refused to allow Ms. Fitch to photograph the medication container. Despite initially agreeing to share prescription information that you claimed would exonerate you, you have since refused and the PAT's position has been that the failed drug test in July is not the District's concern because you were not working at the time. The District disagrees with that position, and maintains that a failed drug test and a court ruling that you are not suitable to have unsupervised visits with your own child has a nexus to your job performance as a teacher / supervisor of children. We also note that this issue was brought to our attention by a parent – it was not something that the District proactively sought to find.

At the close of the meeting, Ms. Fitch asked if you would voluntarily submit to a drug test and you agreed to do so. Your union representative did not object to the test and accompanied you to the testing center.

The District contracts with an outside testing facility for its drug screens and despite the facility allowing test subjects to provide any prescription drug information that may influence the outcome of a drug test, you did not share prescription information with them at the time of your test. Your August 25, 2023, drug screen was positive for amphetamines and methamphetamine.

In an August 28 email, Ms. Fitch reiterated the District's request that you share prescription medication information. You responded and asked the District to "send a FMLA request to me for my medical provider asking for prescription information". Ms. Fitch duly emailed a medical records release form to you, that you failed to complete and return.

On September 8, Ms. Fitch again emailed you regarding your failure to provide prescription medication information to the testing facility. You did not respond to her email.

On September 15, Ms. Fitch again emailed you "You and I share the same goal of returning you to the classroom but that can't happen until you work through the process. Please accept Tracy's[1] help to navigate the system and please provide your prescription information and any other supporting information that the Medical Review Officer has requested."

Rather than comply with the District's repeated requests to provide prescription medication information, you took a privately scheduled drug screening test and in a September 19 email, you sent photographs of the paperwork that you received from the testing facility. Ms. Fitch responded, stating "I'm confused by what this is. It appears that you have taken it upon yourself to get a new drug screening test but that

[1] Tracy Williams, HR Associate - ELR

is not responsive to the District's request and instructions and it doesn't change the situation that we're in. You need to comply with previous emails, provide your prescription and the details of the pharmacy that you used to fill it. We've very clearly communicated this a number of times. Can you please confirm that you understand what is being asked of you and please confirm whether or not you have complied. Thanks." You responded that you had sent your prescription information to the lab, though Ms. Fitch later learned that the information that you submitted was not what was being requested.

Ms. Fitch emailed again, September 27, in another attempt to help you to navigate the process. On October 3, Ms. Fitch notified you that the documents that you provided to the testing facility were insufficient and again asked you to comply with the testing facility's requirements. You were given a deadline of October 4, 2023, to comply. To date, it is unclear to the District what information you have provided to the District's outside testing facility and the testing facility's Medical Review Officer has determined that there is no change to the initial failed drug test result that was issued as a result of your August 25, 2023, drug and alcohol test. Your contracted 2023/24 school year began on August 23, 2023, two days prior to you testing positive for methamphetamine and amphetamine.

Loudermill Hearing

At the Loudermill Hearing, you declined to make a statement and Bao Nguyen, Uniserv Consultant - PAT, spoke on your behalf. Mr. Nguyen did not offer any additional information or evidence and stated only that PAT's position was that the District "didn't have a reason or rationale to erroneously test Mr. Williams." The District disagrees with the PAT's position, as outlined above.

Findings

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- The Family Education Rights and Privacy Act
- Professional Conduct Between Adults and Students Policy
- OAR 584-020-0010(1)(2)(3)(4)(5)(6) The Competent Educator
- OAR 584-020-0030(2)(b) Human Relations and Communications
- 6.50.011-AD Field Trips

Conclusion
Based on the evidence detailed in this letter, I am recommending your dismissal from employment.

As indicated, this recommendation will be made to the District Board of Education at the August 20, that you be dismissed from employment. Enclosed for your reference is a copy of ORS 342.805 to 342.937. A pre-termination hearing under PPS Policy 5.20.132-P, is scheduled for July 29, 2024. If the school board votes to terminate your contract, your employment with the District will end immediately upon the vote of the board.

If you have any questions about this process, please do not hesitate to contact Sarah Fitch, Sr. Partner - Employee and Labor Relations.

Sincerely,

Sandra Husk, Ph.D.
Interim Superintendent

Enclosures: ORS 342.805 to 342.937

cc: District School Board
Fair Dismissal Appeals Board
Sharon Reese, Chief Human Resources Officer
Karmin Williams, Principal - Faubion
Bao Nguyen, UniServ Consultant, Portland Association of Teachers

RE: Nathaniel Williams

From: Grice, Anthony
To: nbarish@mbjlaw.com, abottrell@mbjlaw.com
Cc: Cooney, Bradd, Grice, Anthony
Sent: 2/14/2024 4:01:01 PM
Attachments: Result Certificate.pdf Custody and Control Form.pdf

Noah,

Following up on our conversation today, attached you will find the Specimen Result Certificate that indicates a positive for Methamphetamines only, and Custody and Control Form I have available to me. The Amphetamine positive was removed based on the information Mr. Williams provided to the MRO. Please note that the Amphetamine positive was not removed immediately because during his conversation with the MRO on September 1, 2023, Mr. Williams refused to provide any documentation regarding any medications he was taking, including Adderall, when given the opportunity to do so. Instead, he stated that no one was entitled to that information, he had legal counsel, and he threatened to sue the MRO. It was not until approximately one month later that Mr. Williams provided the information regarding his prescriptions. The attached Certificate reflects the information provided.

As discussed, I understand your position regarding how the medications he was prescribed, Adderall and Wellbutrin, could explain the positive for Methamphetamines. But as I mentioned on our call, it is the professional opinion of the Medical Review Officer, Dr. Michelle Alexander, M.D., that it is not possible for those medications to cause a positive for Methamphetamines.

Bradd will email you regarding your request for a complete litigation package.

Regards,

Anthony

Abbott

Anthony Grice
Senior Counsel, Commercial Litigation

Abbott
100 Abbott Park Road
Dept 033C/Bldg AP6A-2
Abbott Park, IL 60064-6011

O: +1 224-668-5787
M: +1 224-214-6575
anthony.grice@abbott.com

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From: Grice, Anthony <anthony.grice@abbott.com>
Sent: Wednesday, February 7, 2024 15:56
To: nbarish@mbjlaw.com; abottrell@mbjlaw.com
Cc: Cooney, Bradd <bradd.cooney@abbott.com>; Grice, Anthony <anthony.grice@abbott.com>
Subject: Nathaniel Williams

Noah,

I'm following up on my voicemail I just left for you. I am contacting you regarding the attached correspondence. Can you please contact me to discuss at your earliest convenience?

Thanks,

Anthony

Anthony Grice
Senior Counsel, Commercial Litigation

Abbott
100 Abbott Park Road
Dept 033C/Bldg AP6A-2
Abbott Park, IL 60064-6011

O: +1 224-668-5787
M: +1 224-214-6575
anthony.grice@abbott.com

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Specimen Result Certificate

Attention:
Tracy Williams
Portland Pub Schools/Custodial Services
501 N Dixon St
Portland, OR 97227

Collection Site:
2506-Concentra Medical Center - Airport Portland
12518 NE AIRPORT WAY
STE 110
PORTLAND, OR, 97230

Verification Date: 9/1/2023 3:29:55 PM

Medical Review Officer:
Michelle Alexander, M.D.
8140 Ward ParkwaySuite 300
Kansas City MO 64114
888-382-2281

Donor Name:	Williams, Nathaniel J	Donor SSN:	[redacted]
Date of Test:	8/25/2023	Other ID:	
ID Number:	[redacted]	Reason for Test:	Reasonable Suspicion/Cause
		Regulation:	Non-DOT
Laboratory:	Quest Diagnostics	Specimen Type:	Urine

Drugs Tested:

Drug Name	Result	Laboratory Screening Cutoff *	Laboratory Confirmation Cutoff *	Drug Name	Result	Laboratory Screening Cutoff *	Laboratory Confirmation Cutoff *
Marijuana	Negative	50	15	PCP	Negative	25	25
Cocaine	Negative	300	150	Barbiturates	Negative	300	300
Amphetamines	Negative			Benzodiazepines	Negative	300	300
Methamphetamine	**Positive**	**ng/mL**	**500 ng/mL**	Methadone	Negative	300	300
Opiates	Negative	2000	2000	MDMA/MDA	Negative	500	250

Final Result Disposition: **Positive**

Remarks:
Amended Report

* Represents laboratory screening and confirmation values.

† Represents class (Sub-Class Abbreviation)

DOCUMENTATION PACKAGE

PROVIDED BY:

QUEST DIAGNOSTICS INCORPORATED
10101 RENNER BLVD.
LENEXA, KS 66219

DOCUMENTATION PACKAGE COVER SHEET

Attached is a summary and copies of laboratory documents related to the analysis of Donor ID # Specimen ID # **7930329713** with Accession Number **D894038**. The following **173** pages are true and accurate copies of the original documents that were generated during the normal course of business by Quest Diagnostics Incorporated. The original documents were generated at or near the time of each process.

The specimen **(D894038)** screened positive for **Amphetamines** by enzyme immunoassay and confirmed positive for **Amphetamine and Methamphetamine** by Gas Chromatography/Mass Spectrometry. The D/L Methamphetamine isomer analysis by GC/MS resulted in **92% d-Methamphetamine and 8% l-Methamphetamine**. The validity of the specimen was assessed by creatinine, pH, and general oxidant testing and was determined to be acceptable. Following review of the analytical data and chain of custody documentation, a **Positive** result for **Amphetamine and Methamphetamine, 92% d-Methamphetamine and 8% l-Methamphetamine,** was reported.

Documentation Package Reviewed by:

Kenneth Reine		Lab Manager	FEB 23 2024
Printed Name	**Signature**	**Title**	**Date**

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GENERAL OVERVIEW OF LABORATORY PROCEDURES

Specimen Receipt

The laboratory acknowledges receipt of the specimen(s), verifies ID, and verifies that there is no evidence of tampering by examining the tamper-evident bag and specimen security seal. The external Custody and Control Form (CCF) is completed and the internal laboratory Chain of Custody (COC) is initiated. All specimen and subsequent aliquot handling is carefully documented via internal COC.

Order Entry/Log-In

Client account number, specimen identification number, donor identification and testing information are logged into the specimen tracking computer system. A unique accession number is assigned to the specimen and an accession barcode label is affixed to the specimen container and accompanying Custody and Control Form.

Aliquot for Screening Test

The specimen container is opened (breaking the seal) and a small portion of the sample is removed for the initial screening tests. Aliquots may be taken by manual or automated (CV-2000) methods. The aliquot is transferred to the testing laboratory and the original specimen is placed in temporary secured storage. The handling of the specimen and the aliquot is documented on internal chain of custody forms.

Drugs of Abuse Screening Test

The initial screening test for drugs of abuse is conducted using enzyme immunoassay procedures on Beckman chemistry analyzers. A specimen is considered negative if the response for a given analyte is below that of the cutoff standard. If the response is equal to or greater than the cutoff standard, the specimen is scheduled for confirmation testing.

Specimen Validity Tests (*TestSure not ordered*)

In order to assess the validity of each specimen, the laboratory routinely tests each specimen for pH and creatinine concentration. Specific gravity testing is performed on all specimens that have a creatinine concentration that is less than 20 mg/dL. If specimen adulteration or substitution is suspected, the laboratory performs a confirmation test on the specimen. The confirmation test is performed on a second aliquot of the specimen that is obtained from the original specimen container.

Specimen Validity Tests (*TestSure ordered)*

In order to assess the validity of each specimen, the laboratory routinely tests each specimen for pH, creatinine concentration and general oxidants. Specific gravity testing is performed on all specimens that have a creatinine concentration that is less than 20 mg/dL. If specimen adulteration or substitution is suspected, the laboratory performs a confirmation test on the specimen. The confirmation test is performed on a second aliquot that is obtained from the original specimen container.

Verification

The specimen identification number on the tamper evident seal is inspected a second time and verified as accurate.

Confirmation Test for Drugs of Abuse

If the initial test result is positive, a second aliquot, obtained from the original specimen container, is tested by Gas Chromatography/Mass Spectrometry (GC/MS). A concentration less than that of the client specific cutoff for a given analyte is reported as negative. A concentration equal to or greater than that of the client specific cutoff is considered to be positive.

Certification

All data goes through a two-tier review process: initial review and certification. During the initial review process, the analyst reviews all analytical data. During the certification review process, a certifying scientist reviews all analytical data and evaluates all documentation for acceptability and adherence to laboratory standard operating procedures.

Quality Assurance/ Quality Control

A comprehensive quality assurance/quality control program is used to ensure the quality of all test results. The program addresses all aspects of testing, method performance, quality of reagents and standards, specimen handling and documentation, automation, and procedural consistency. A minimum of 10% open controls and 1% blind controls are included in all testing processes.

Reporting

The drug test result is transmitted in a confidential manner directly to the individual responsible for the interpretation of the report.

Confidentiality and Security

The laboratory is a secure facility and is protected by numerous physical and electronic security systems. Specimens are maintained in a secured limited access area, separate from the testing laboratory. Tests are never conducted directly on the original specimen, but on aliquots that are obtained from the original specimen. Internal laboratory accession numbers are assigned to the specimens to ensure anonymity during the testing process. The computer system used is designed to require security clearances for use by authorized staff. The system is designed to ensure the confidentiality of a donor's data at all phases and precautions are taken to prevent any tampering with the specimen, data, or result.

CUSTODY AND CONTROL FORMS

DRUG TESTING CUSTODY AND CONTROL FORM

SPECIMEN ID NO. 7930329713

Lab ID: QUEST
Lab Acct #: 65124829
Lab Panel ID: 30983N

D894038
Quest Diagnostics
10101 Renner Blvd
Lenexa, KS 66219

Company Account: 4028-205

STEP 1.
Portland Pub Schools/Custodial Services
501 N Dixon St
Portland OR 97227
Tracy Williams
Phone: 503-916-5095

Medical Review Officer
eScreen MRO
Michelle Alexander, M.D.
8140 Ward Parkway
Kansas City MO 64114

STEP 2. Specimen temperature within range: Yes

Verified Donor ID ☑ Observed ☐

STEP 3. Collector affixes bottle seal on specimen.

Type: ☑ Urine ☐ Oral ☐ Blood ☐ Hair ☐ Breath ☐ Split Specimen

STEP 4. Reason For Test: Reasonable Suspicion/Cause

STEP 5. TO BE VERIFIED BY DONOR

Donor ID	Date of Birth	Daytime Phone Number	Evening Phone Number	SSN
	/ /		Not Provided	

I certify that I provided my specimen(s) to the collector; that I have not adulterated it in any manner; each specimen container used was sealed with a tamper-evident seal in my presence; and that the information and numbers provided on this form and on the label affixed to each specimen container is correct.

Donor's Name	Date & Time	Signature of Donor
Nathaniel J Williams	8/25/2023 01:26 PM	

STEP 6. TO BE VERIFIED BY COLLECTOR

Name of Collection Site, Address, City, ST, Zip
Concentra Airport Portland
12518 NE AIRPORT WAYSTE 110
PORTLAND OR 97230

Collection Site ID
2506-OR125
Collector Phone Number: 503-256-2992

I certify that the specimen given to me by the donor identified in donor certification section of this form was collected, labeled, sealed, and released to the Delivery Service noted in accordance with applicable requirements.

Collector's Name	Date & Time	Signature of Collector
Jonathan Ramirez	8/25/2023 01:26 PM	

Remarks:

STEP 7. LAB RECEIVED Seal Intact: ☐ Yes ☐ No Shipper:

Specimen Bottle(s) Released To	Date & Time

Received: 08/26/2023

7930329713

ORIGINAL MUST ACCOMPANY SPECIMEN TO LABORATORY

eCCF © generated in eScreen12/5a software system

TOTE: 42227 CHAIN OF CUSTODY LOG PAGE: 4

DATE	RELEASED BY	RECEIVED BY	PURPOSE/AMT ALIQ
26-AUG-2023 Sign.	External COC	Sign.	
Name		Name GONZALEZ, NIKOLAS	FLEXILOG
AUG 2 6 2023 Sign.		Sign.	
Name	NIKOLAS GONZALEZ	Name PROCESSING TS	TEMP STORAGE
AUG 2 6 2023 Sign.		Sign.	
Name	PROCESSING TS	Name JESUS CHAVEZ BERNAL	ALIQUOTTING
AUG 2 6 2023 Sign.		Sign.	
Name	JESUS CHAVEZ BERNAL	Name PROCESSING TS	TEMP STORAGE
Sign.		Sign.	
Name		Name	
Sign.		Sign.	
Name		Name	
Sign.		Sign.	
Name		Name	
Sign.		Sign.	
Name		Name	
Sign.		Sign.	
Name		Name	
Sign.		Sign.	
Name		Name	
Sign.		Sign.	
Name		Name	

NIDA CHAIN OF CUSTODY PRE-LOG MANIFEST PAGE: 1

TOTE: 42227

SEQ NUM	CLIENT NUM	REQNUM SpecimenID	BATCH NUM	DATE REC'D	TIME REC'D	REC CODE	ACCESSION
1	10852834	8251994 7202865963	082622622	08/26/2023	06:45 AM		D893590
2	65541782	8252018 7202488114	082620643	08/26/2023	06:45 AM		D893631
3	10852834	8252099 7202865751	082622622	08/26/2023	06:45 AM		D893749
4	65928700	8252130 7202781853	082621235	08/26/2023	06:45 AM		D893777
5	65541782	8252148 7202705831	082620643	08/26/2023	06:45 AM		D893801
6	65541782	8252171 7202488129	082620643	08/26/2023	06:45 AM		D893845
7	65928700	8252213 7202781825	082621235	08/26/2023	06:45 AM		D893877
8	10308496	1590715	082620633	08/26/2023	06:45 AM		D893933
9	15100075	3927612	082622785	08/26/2023	06:45 AM		D893965
10	65024923	8252300 7202715053	082620868	08/26/2023	06:45 AM		D893991
11	10307781	3844033	082622811	08/26/2023	06:45 AM		D894014
12	65124829	8252337 7930329713	082622822	08/26/2023	06:45 AM		D894038
13	15088397	7000901	082622833	08/26/2023	06:45 AM		D894056
14	10852586	8252365 7301693496	082619422	08/26/2023	06:45 AM		D894081
15	10778272	8252383 7930420928	082618504	08/26/2023	06:45 AM		D894108
16	65885032	8252402 7301676433	082622870	08/26/2023	06:45 AM		D894132
17	65430446	8252458 7301613887	082620082	08/26/2023	06:45 AM		D894196
18	10852586	8252555 7301595284	082619422	08/26/2023	06:45 AM		D894338
19	10899616	4067947	082622976	08/26/2023	06:45 AM		D894359
20	65509903	8252579 7924443624	082617725	08/26/2023	06:45 AM		D894379
21	10822698	8252600 7202799206	082619889	08/26/2023	06:45 AM		D894402
22	10800060	8252630 7301634829	082620267	08/26/2023	06:45 AM		D894441
23	10899616	4067954	082622976	08/26/2023	06:45 AM		D894464
24	65885017	8252674 7202733045	082623037	08/26/2023	06:45 AM		D894498
25	65221618	8252690 7202826432	082620283	08/26/2023	06:45 AM		D894520
26	65509897	8252700 7301607373	082618440	08/26/2023	06:45 AM		D894542

NIDA CHAIN OF CUSTODY PRE-LOG MANIFEST PAGE: 2

TOTE: 42227

SEQ NUM	CLIENT NUM	REQNUM SpecimenID	BATCH NUM	DATE REC'D	TIME REC'D	REC CODE	ACCESSION
27	65885017	8252717 7202736183	082623037	08/26/2023	06:45 AM		D894567
28	11596705	2028985	082619978	08/26/2023	06:45 AM		D894608
29	10899616	4067950	082622976	08/26/2023	06:45 AM		D894625
30	10983798	4712261	082623104	08/26/2023	06:45 AM		D894648
31	11709534	8252795 QD26346063	082623112	08/26/2023	06:45 AM		D894667
32	11180872	3515983	082623124	08/26/2023	06:45 AM		D894691
33	10799860	8252831 7202730074	082620501	08/26/2023	06:45 AM		D894712
34	10799860	8252863 7202729960	082620501	08/26/2023	06:45 AM		D894748

INITIAL TEST INFORMATION

INITIAL TEST DESCRIPTION

Initial testing for drugs of abuse is performed on the Beckman chemistry analyzer by enzyme immunoassay. The cutoff for each drug of abuse assay is assigned a value of 1.000 based on the response of a calibrator that contains drug at the cutoff concentration of the assay. If a donor specimen has a response that is less than 1.000, the specimen is determined to be negative for the specific test. If a donor specimen has a response that is greater than or equal to 1.000, the specimen is determined to be positive for the specific test and requires additional confirmation testing. Each batch contains both negative and positive quality control samples along with one blind quality control sample that is inserted into the batch in a random position.

Testsure example:
Initial testing for specimen validity is performed by a colorimetric method on the Beckman chemistry analyzer. The specimen is evaluated for pH, creatinine concentration and the presence of general oxidants. All specimens with a pH value of <4.5 or ≥9.0 are subject to a second pH test on a pH meter. All specimens with a creatinine concentration of < 20 mg/dL are subject to specific gravity testing and if applicable, further confirmation testing. All specimens with an abnormal general oxidant response are subject to confirmation testing. Each batch contains quality control samples with target values that are at or near the critical decision points of each specimen validity test.

Non-Testsure example:
Initial testing for specimen validity is performed by a colorimetric method on the Beckman chemistry analyzer. The specimen is evaluated for pH and creatinine concentration. All specimens with a pH value of <4.5 or ≥9.0 are subject to a second pH test on a pH meter. All specimens with a creatinine concentration of < 20 mg/dL are subject to specific gravity testing and if applicable, further confirmation testing. Each batch contains quality control samples with target values that are at or near the critical decision points of each specimen validity test.

Positive C.S. Calibration/Control Review

Date: 8/26/23

The undersigned hereby state that the reviewed calibration data for the instruments from the attached list are all present, acceptable, all open controls complete, and the results were interpreted correctly.

Name	Signature/Date	Name	Signature/Date
Aaron Stuerke	AUG 2 9 2023	Jim Mank	JIM MANK SEP 1 1 2023
Alyssa Hufford	AUG 3 0 2023	Judah Banning	JUDAH BANNING AUG 3 0 2023
Brett Chadwick	8/31/23	Karyn Schlicht-Hugo	SEP 1 1 2023
Chandler Newman	8.29.23	Kristofer Parker	AUG 2 9 2023
Danson Kamunyu	AUG 2 9 2023	Krystal Barrier	KRYSTAL BARRIER AUG 3 0 2023
Derrick Patchen	8.30.23	Lorisa Pennell	SEP 0 1 2023
Eleanor Tendick	ELEANOR TENDICK AUG 3 0 2023	Mahoney Augustine	AUG 3 0 2023
Elizabeth Lara	ELIZABETH LARA AUG 2 9 2023 AUG 2 9 2023	Meenu Thaman	8/29/23 AUG 2 9 2023
Faiza Islawayn-Scott	8/29/23	Michael Perez	AUG 2 9 2023
Gavin Smull	8/29/23	Micky Grover	MICKY GROVER AUG 2 9 2023
Jennifer Manies	8.29.23	Molly Turner	MOLLY TURNER SEP 0 2 2023
Jennifer Rhoades	AUG 3 1 2023	Oscar Onyango	OSCAR ONYANGO AUG 3 0 2023
Jessica Kay	AUG 3 1 2023	Sherri Younger	SEP 1 0 2023
Jessica Wetherell	8.29.23	Tristan Summers	AUG 3 0 2023
Jim Lind	AUG 3 1 2023	William Floyd	8/31/23

Quest Diagnostics

Form # 5867
ORAL FLUID URINE 06/29/2023

C.T./C.S. Calibration/Control Review Checklist

Instrument: 917

Date: AUG 26 2023

The undersigned hereby state that they have reviewed the attatched data and found the calibration data to be present and acceptable, and all open controls complete and results interpreted correctly,

N/A FOR ABSENT C.T./C.S.

C.T./C.S. Signature, Printed Name, Date:	C.T./C.S. Signature, Printed Name, Date:	C.T./C.S. Signature, Printed Name, Date:
~~AUG 26 2023~~ AUG 26 2023 AMMAR AL SELWI	AUG 26 2023 JACKSON AYIEKO	AUG 26 2023 RYAN BAILEY
AUG 26 2023 HALEY BAKE	AUG 26 2023 EWURAMA BASSAW	AUG 26 2023 SOLOLIYA BERKESSA
N/A ELIAS BESONG	AUG 26 2023 KEVIN BRITTON	N/A THANH VU DANG DINH
AUG 26 2023 MATTHEW FORREST	AUG 26 2023 KERRY HARLOW	AUG 26 2023 OLUKEMI IMOKHOME
AUG 26 2023 ELENITA IRVING	AUG 26 2023 JEPHTAH KENEI	AUG 26 2023 JOSE LEMUS-MENDOZA
AUG 26 2023 SOLOMON NZIOKI	N/A ROY ODUOR	AUG 26 2023 WESTLEY PHUNG
N/A HOLLY SALEH	AUG 26 2023 DALLIN SCOTT	AUG 26 2023 RADHIKA SHARMA
AUG 26 2023 LYNETTE STONE	AUG 26 2023 OCTAVIO VILLA	
		CHANDLER NEWMAN AUG 28 2023
	KARYN SCHLICHT-HUGO AUG 28 2023	

Quest Diagnostics

Toxicology Department Screening Calibration Verification Checklist

Form #6860C
09/04/2012

Date: AUG 2 5 2023

Operator: ROBERT SPENCER

Instrument: 517

Daily Maintenance Performed AUG 2 5 2023

Operation Startup Complete AUG 2 5 2023

All Calibration Data Acceptable AUG 2 5 2023

Controls Acceptable & Results Recorded AUG 2 5 2023

Comments: ALL URINE CALS PASSED.

Initial Review: ROBERT SPENCER Date: AUG 2 5 2023

Second Review: EDWIN KANGETHE Date: AUG 2 5 2023

C.S. / C. T. Review: KERRY HARLOW Date: AUG 2 6 2023

Olympus Report

MIDA DANS Worklist: TXLIDENRZ SUMMARY REPORT Instrument: 517 25-AUG-2023 21:12:17

Patient Info	Load/Cup		AAP	A500	A300	BARB	BARB20	BENZ	BENZ20	CHC	C150	THC	T50	T20	METD	METH	MEAM	MMAS25	OPI2K	OPI200	OPI	OXYS10	AMPH	SUPIS	PCP	PHEP	ETOH	PH	CREA	METHSO	STATUS
CALIBRATOR ABS			2419	1555.5	1048.5	1308.5		977	1255.5	925.5	1974.5	1335	1536	1018	793.5	1604.5	1250.5	1674	286.5	3023	3019	1123.5	844.5	1289	2548.5	1042	2940.5	418.5				
*FEDBT	0825017/1	PDS																													
		NOR		0.814	1.238						0.691		0.763						0.831	0.854		0.755			0.739			7.0	15.8	0	OK
FEDBT	6710	NUM																													
CONTROL ABS				1267	1299						923		777						2514	2579		638			764						
*SAPBT	0825017/2	PDS																													
		NOR				0.777		0.814		0.821		0.686			0.760	0.455		0.593			0.453					0.759					OK
SAPBT	6711	NUM																													
CONTROL ABS						1018		1023		1623		1055			1281	569		176			599					2232					
*FEDALTBT	0825017/3	PDS																													
		NOR					0.739		0.801								0.502							0.727	0.855						OK
FEDALTBT	6712	NUM																													
CONTROL ABS							722		742								627							938	2177						
*SAPALTBT	0825017/4	PDS																													
		NOR	0.794										0.505														0.762				OK
SAPALTBT	6713	NUM																													
CONTROL ABS				1722									401														319				
*SUT2	0825017/5	PDS																													
		NOR																											1.5	251	OK
SUT2	6714	NUM																													
CONTROL ABS																															
*SUT1	0825017/6	PDS																													
		NOR																											3.2	3.0	0	OK
SUT1	6715	NUM																													
CONTROL ABS																															
*NEGATIVE	0825017/7	PDS																													
		NOR	0.011	-0.00	-0.03	0.018	0.004	0.005	-0.03	0.014	-0.02	-0.01	-0.15	-0.02	-0.03	-0.02	-0.00	-0.12	-0.00	-0.00	-0.01	-0.03	0.002	-0.04	-0.08	-0.05	0.000	8.9	25.0	550	OK
NEGATIVE	6716	NUM																													
CONTROL ABS			28	-1	-32	24	4	7	-30	29	-36	-18	-160	-22	-63	-28	-3	-39	-21	-3	-15	-28	3	-127	-84	-161	0				
*FEDAT	0825017/8	PDS																													
		NOR		1.254							1.113		1.317						1.128	1.131		1.339			1.329			7.3	25.6	0	OK
FEDAT	6717	NUM																													
CONTROL ABS				1951							1496		1341						3410	3414		1131			1385						
*SAPAT	0825017/9	PDS																													
		NOR				1.169		1.158		1.076		1.224			1.176	1.315		1.534			1.234					1.168					OK
SAPAT	6718	NUM																													
CONTROL ABS						1556		1455		2126		1881			1981	1645		455			1387					3436					

	AAP	A500	A300	BARB	BARB20	BENZ	BENZ20	CHC	C150	THC	T50	T20	METD	METH	MEAM	MMAS25	OPI2K	OPI200	OPI	OXYS10	AMPH	SUPIS	PCP	PHEP	ETOH	PH	CREA	METHSO	STATUS

CONTROLS OUT:

EXHIBIT 25
Page 16 of 174

MEDIA CHECK — Workflow: VALIDATE2 — SUMMARY REPORT — Illumina Report — Instrument: SL7 — 25-AUG-2023 21:12:17

Patient Info	Load/Exp		#RP	6530	6330	8888	8888888	8888	1255.5	1974.5	1335	1536	1888	793.5	1684.5	1238.5	1376	256.5	3023	3018	1123.5	844.5	1269	2563.5	1042	2940.5	418.5	CHECK	NETWORK STATUS
CALIBRATOR ABS			2489	1555.5	1045.5	1308.5	977																					
#TEMPLTAT	08250417/10	PASS						1.225	1.394								2.411						1.235	1.172			OK	
		MEAN																											
FEDMLTAT	6719	MEAN						1197	1291								2616						1592	2882				
CONTROL ABS																												
#SAMPLTAT	08250417/11	PASS												1.049												1.240	OK	
		MEAN	1.169																									
SAMPLTAT	6720	MEAN												833												519		
CONTROL ABS			2830																									
#6PSAT	08250417/12	PASS															1.425							1.202			OK	
		MEAN																										
XPSAT	6721	MEAN															2033							3658				
CONTROL ABS																												
#XPSL CUTOFF	08250417/13	PASS																									OK	
		MEAN	0.991																				1.240					
XPSL CUTOFF	6722	MEAN																										
CONTROL ABS			1548																				3795					
#XPS2 CUTOFF	08250417/14	PASS																									OK	
		MEAN																					1.173					
XPS2 CUTOFF	6723	MEAN																										
CONTROL ABS																							991					
#6PS3 CUTOFF	08250417/15	PASS																									OK	
		MEAN															1.008							1.011				
XPS3 CUTOFF	6724	MEAN															1070							2574				
CONTROL ABS																												
#6PS1 12SX	08250417/16	PASS																									OK	
		MEAN	1.175																				1.315					
XPS1 12SX	6725	MEAN																										
CONTROL ABS			1829																				3971					
#6PS2 12SX	08250417/17	PASS																									OK	
		MEAN																					1.335					
• XPS2 12SX	6726	MEAN																										
CONTROL ABS																							1128					

NIDA SYSTEM SAP DRUG SCREEN #3 ^NDABWP03
WORKLIST: TXNSAP3 LOAD: 0826197 08/26/2023 3:23P PAGE: 1
BUILT: 08/26/2023 3:14 PM BY: KSJC19 CUPS: 1-37
3:23 PM BY: KSJC19 CUPS: 38-78
TOTE NUMBER: 42244

	SIGNATURE	PRINTED NAME	DATE
INTERPRETED BY:		ALLISON JEFFERY	AUG 2 6 2023
REVIEWED/ RELEASED BY:		JOSE LEMUSMENDOZA	AUG 2 6 2023

ALIQUOT CHAIN OF CUSTODY LOG

DATE	RELEASED BY	RECEIVED BY	PURPOSE
08/26/23	SIGN. NAME CHAVEZBERNAL, JESUS	SIGN. NAME PASS THRU	~~TEMP STORAGE~~
AUG 2 6 2023	SIGN. NAME PASS THRU	SIGN. NAME GENEVIEVE BROWN	TRANSFER
AUG 2 6 2023	SIGN. NAME ~~GENEVIEVE BROWN~~	SIGN. NAME ANALYZER 17	ANALYSIS
AUG 2 6 2023	SIGN. NAME Ana17	SIGN. NAME ALLISON JEFFERY	COMPLETE ANALYSIS
AUG 2 6 2023	SIGN. NAME ALLISON JEFFERY	SIGN. NAME DISCARD	
	SIGN. NAME	SIGN. NAME	
	SIGN. NAME	SIGN. NAME	
	SIGN. NAME	SIGN. NAME	
	SIGN. NAME	SIGN. NAME	
	SIGN. NAME	SIGN. NAME	
	SIGN. NAME	SIGN. NAME	
	SIGN. NAME	SIGN. NAME	
	SIGN. NAME	SIGN. NAME	
	SIGN. NAME	SIGN. NAME	
	SIGN. NAME	SIGN. NAME	
	SIGN. NAME	SIGN. NAME	

NIDA SYSTEM SAP DRUG SCREEN #3 ^NDABWP03
WORKLIST: TXNSAP3 LOAD: 0826197 08/26/2023 3:23P PAGE: 2
BUILT: 08/26/2023 3:14 PM BY: KSJC19 CUPS: 1-37
3:23 PM BY: KSJC19 CUPS: 38-78
TOTE NUMBER: 42244

Seq	InstId	ACN	Participant	Req# SpecimenID	UC Ordered
1	59901	*FEDBT			
2	59902	D897143	X	9296640	39911N NY
3	59903	D897174	X	3115505	39911N NY
4	59904	D897187	X	4670171	39911N NY
5	59905	D897212	X	7022915	39911N NY
6	59906	D897224	X	3114134	39911N NY
7	59907	D897261	X	7022916	39911N NY
8	59908	D897268	X	9296492	39911N NY
9	59909	D897299	X	9296491	39911N NY
10	59910	D897234	X	3114136	37677N NY
11	59911	*SAPBT			
12	59912	D897280	X	3114183	39911N NY
13	59913	D897308	X	7022914	39911N NY
14	59914	D897313	X	3540877	39911N NY
15	59915	D897331	X	9296490	39911N NY

NIDA SYSTEM SAP DRUG SCREEN #3 ^NDABWP03
WORKLIST: TXNSAP3 LOAD: 0826197 08/26/2023 3:23P PAGE: 3
BUILT: 08/26/2023 3:14 PM BY: KSJC19 CUPS: 1-37
3:23 PM BY: KSJC19 CUPS: 38-78
TOTE NUMBER: 42244

Seq	InstId	ACN	Participant	Req# SpecimenID	UC Ordered
16	59916	D897340	X	3114184	39911N NY
17	59917	D897347	X	9296504	39911N NY
18	59918	D897357	X	7022956	39911N NY
19	59919	D897325	X	7022967	39911N NY
20	59920	D897295	X	7022959	39911N NY
21	59921	*FEDALTBT			
22	59922	D897251	X	7022961	39911N NY
23	59923	D897206	X	7022943	39911N NY
24	59924	D897286	X	4200856	39911N NY
25	59925	D897316	X	7022968	39911N NY
26	59926	D897160	X	3114180	39911N NY
27	59927	D897352	X	9296503	39911N NY
28	59928	D897242	X	3115506	39911N NY
29	59929	D898105	[redacted]	8255493	26743N
30	59930	D897198	X	5665065	39911N NY

NIDA SYSTEM SAP DRUG SCREEN #3 ^NDABWP03
WORKLIST: TXNSAP3 LOAD: 0826197 08/26/2023 3:23P PAGE: 4
BUILT: 08/26/2023 3:14 PM BY: KSJC19 CUPS: 1-37
3:23 PM BY: KSJC19 CUPS: 38-78
TOTE NUMBER: 42244

Seq	InstId	ACN	Participant	Req# SpecimenID	UC Ordered
31	59931	*SAPALTBT			
32	59932	D897390	X	9296501	39911N NY
33	59933	D897372	X	9296464	39911N NY
34	59934	D897387	X	7022935	39911N NY
35	59935	D897377	X	7022947	39911N NY
36	59936	D897408	X	9296483	39911N NY
37	59937	D897400	X	3114135	39911N NY
38	59938	D894608	X	2028985	20910N
39	59939	D894379	[redacted]	8252579 7924443624	30983N
40	59940	D894014	X	3844033	65198N
41	59941	*SVT2			
42	59942	D894464	X	4067954	20909N
43	59943	D894625	X	4067950	20909N
44	59944	D894648	X	4712261	22664N
45	59945	D894667	[redacted]	8252795 QD26346063	EROCSA

NIDA SYSTEM SAP DRUG SCREEN #3 ^NDAWP03
WORKLIST: TXNSAP3 LOAD: 0826197 08/26/2023 3:23P PAGE: 5
BUILT: 08/26/2023 3:14 PM BY: KSJC19 CUPS: 1-37
3:23 PM BY: KSJC19 CUPS: 38-78
TOTE NUMBER: 42244

Seq	InstId	ACN	Participant	Req# SpecimenID	UC Ordered
46	59946	D894691	X	3515983	EROC6A
47	59947	D894359	X	4067947	20909N
48	59948	D894748	[redacted]	8252863 7202729960	28871N
49	59949	D894712	[redacted]	8252831 7202730074	28871N
50	59950	D894567	[redacted]	8252717 7202736183	28871N
51	59951	*SVT1			
52	59952	D894542	[redacted]	8252700 7301607373	28871N
53	59953	D894108	[redacted]	8252383 7930420928	30983N
54	59954	D894520	[redacted]	8252690 7202826432	33466N
55	59955	D894498	[redacted]	8252674 7202733045	28871N
	Split Indicator with no Split Unit Code				
56	59956	D894441	[redacted]	8252630 7301634829	28871N
57	59957	D894402	[redacted]	8252600 7202799206	28871N
58	59958	D894056	X	7000901	20909N
59	59959	D894132	[redacted]	8252402 7301676433	28871N
60	59960	D894196	[redacted]	8252458 7301613887	28871N

22

Seq	InstId	ACN	Participant	Req# SpecimenID	UC Ordered
61	59961	*NEGATIVE			
62	59962	D894338	[redacted]	8252555 7301595284	28871N
63	59963	D894081	[redacted]	8252365 7301693496	28871N
64	59964	D894038	541947992	8252337 7930329713	30983N
65	59965	D893801	[redacted]	8252148 7202705831	28871N
66	59966	D893845	[redacted]	8252171 7202488129	32477N
67	59967	D893877	[redacted]	8252213 7202781825	28871N
68	59968	D893991	[redacted]	8252300 7202715053	28871N
69	59969	D893965	X	3927612	20910N
70	59970	D893777	[redacted]	8252130 7202781853	28871N
71	59971	*FEDAT			
72	59972	D893749	[redacted]	8252099 7202865751	28871N
73	59973	D893631	[redacted]	8252018 7202488114	28871N
74	59974	D893590	[redacted]	8251994 7202865963	28871N
75	59975	D893933	X	1590715	20910N

NIDA SYSTEM SAP DRUG SCREEN #3 ^NDABWP03
WORKLIST: TXNSAP3 LOAD: 0826197 08/26/2023 3:23P PAGE: 7
BUILT: 08/26/2023 3:14 PM BY: KSJC19 CUPS: 1-37
3:23 PM BY: KSJC19 CUPS: 38-78
TOTE NUMBER: 42244

Seq	InstId	ACN	Participant	Req# SpecimenID	UC Ordered
76	59976	*SAPAT			
77	59977	*FEDALTAT			
78	59978	*SAPALTAT			

END OF WORKLIST

Exit

Open QC OK
Blind QC OK

Reviewed and Verified by JOSE LEMUSMENDOZA AUG 26 2023

CUP	ACCESSION	PART-ID	INST-ID		
1	*FEDBT			A500 = (0.827) A300 = (1.230) C150 = (0.756) T50 = (0.678) OPI2K = (0.854) OPI2KM = (0.877) OXYS100 = (0.776) PCP = (0.803) CREA = (15.8) PH = (7.3) NITNRGN = (2)	QC ID = FEDBT
2	D897143	X			
3	D897174	X			
4	D897187	X			
5	D897212	X		CREAR = (.350) REM1 = No Result	
6	D897224	X			
7	D897261	X			
8	D897268	X			
9	D897299	X			
10	D897234	X			
11	*SAPBT			BARB = (0.900) BENZ = (0.903) COC = (0.831) THC = (0.708) METD = (0.777) METQ = (0.491) MDAS250 = (0.607) OPI = (0.539) PROP = (0.792) PH = (6.9)	QC ID = SAPBT
12	D897280	X			
13	D897308	X			
14	D897313	X			
15	D897331	X			
16	D897340	X			
17	D897347	X			
18	D897357	X			
19	D897325	X			
20	D897295	X			
21	*FEDALTBT			BARB200 = (0.879) BENZ200 = (0.816) MDAS = (0.561) 6MAM = (0.859) SOPIS = (0.898) CREAR = (11.5L) SPGR = (1.0017L) REM1 = No Result	QC ID = FEDAL
22	D897251	X			
23	D897206	X			
24	D897286	X			
25	D897316	X			
26	D897160	X			
27	D897352	X			
28	D897242	X			
29	* D898105	[redacted]		6MAM = (1.49030)	QA BLIND ID=6
30	D897198	X			
31	*SAPALTBT			AMP = (0.827) T20 = (0.545) ETOH = (0.520)	QC ID = SAPAL
32	D897390	X			
33	D897372	X			
34	D897387	X			
35	D897377	X			
36	D897408	X			
37	D897400	X			
38	D894608	X		T50 = (1.626PH) REM1 = No Result	
39	D894379	[redacted]		T50 = (1.976PH) REM1 = No Result	
40	D894014	X		BENZ = (2.532PH) T50 = (1.584PH) REM1 = No Result	
41	*SVT2				

Open QC OK
Blind QC OK

CUP	ACCESSION	PART-ID	INST-ID
42	D894464	X	
43	D894625	X	
44	D894648	X	
45	D894667	[redacted]	
46	D894691	X	
47	D894359	X	
48	D894748	[redacted]	
49	D894712	[redacted]	
50	D894567	[redacted]	
51	*SVT1		
52	D894542	[redacted]	
53	D894108	[redacted]	
54	D894520	[redacted]	
55	D894498	[redacted]	
56	D894441	[redacted]	
57	D894402	[redacted]	
58	D894056	X	
59	D894132	[redacted]	
60	D894196	[redacted]	
61	*NEGATIVE		
62	D894338	[redacted]	
63	D894081	[redacted]	
64	D894038	541947992	
65	D893801	[redacted]	
66	D893845	[redacted]	
67	D893877	[redacted]	
68	D893991	[redacted]	
69	D893965	X	
70	D893777	[redacted]	

AMP = (-0.008) A500 = (-0.054) A300 = (-0.026) QC ID = SVT2
BARB = (0.079) BARB200 = (0.074) BENZ = (-0.038)
BENZ200 = (-0.112) COC = (0.003) C150 = (-0.046)
THC = (-0.102) T50 = (-0.243) T20 = (-0.235)
METD = (-0.084) METQ = (-0.050) MDAS = (-0.038)
MDAS250 = (-0.172) OPI2K = (-0.014) OPI2KM = (-0.012)
OPI = (-0.151) 6MAM = (0.097) OXYS100 = (-0.063)
SOPIS = (-0.113) PCP = (-0.112) PROP = (-0.005)
ETOH = (0.035) CREA = (1.5) NITNRQN = (235)
T50 = (1.709PH) REM1 = No Result
T50 = (1.816PH) REM1 = No Result
T50 = (1.497PH) CREAR = (0350) REM1 = No Result

AMP = (1.459PH) REM1 = No Result
T50 = (1.704PH) REM1 = No Result
T50 = (1.545PH) REM1 = No Result
CREAR = (7.7L) SPGR = (1.0020L) REM1 = No Result
T50 = (1.750PH) REM1 = No Result
AMP = (-0.004) A500 = (-0.064) A300 = (-0.025) QC ID = SVT1
BARB = (-0.214) BARB200 = (-0.312) BENZ = (-0.063)
BENZ200 = (-0.115) COC = (-0.054) C150 = (-0.123)
THC = (-0.120) T50 = (-0.221) T20 = (-0.230)
METD = (-0.074) METQ = (-0.050) MDAS = (-0.067)
MDAS250 = (-0.266) OPI2K = (-0.012) OPI2KM = (-0.014)
OPI = (-0.225) 6MAM = (-0.463) OXYS100 = (-0.061)
SOPIS = (-0.118) PCP = (-0.120) PROP = (0.008)
ETOH = (0.038) CREA = (3.4) PH = (3.0)
NITNRQN = (2)
T50 = (1.787PH) REM1 = No Result
T50 = (1.729PH) REM1 = No Result
CREAR = (14.9L) SPGR = (1.0027L) REM1 = No Result
T50 = (1.811PH) REM1 = No Result
CREAR = (17.9L) SPGR = (1.0019L) REM1 = No Result
T50 = (1.444PH) REM1 = No Result

T50 = (1.605PH) REM1 = No Result
AMP = (0.002) A500 = (0.000) A300 = (0.018) QC ID = NEGATI
BARB = (0.057) BARB200 = (0.028) BENZ = (0.017)
BENZ200 = (0.012) COC = (-0.011) C150 = (-0.044)
THC = (-0.083) T50 = (-0.132) T20 = (-0.059)
METD = (-0.039) METQ = (-0.027) MDAS = (-0.007)
MDAS250 = (-0.155) OPI2K = (-0.012) OPI2KM = (-0.010)
OPI = (0.004) 6MAM = (0.051) OXYS100 = (-0.040)
SOPIS = (-0.051) PCP = (-0.050) PROP = (-0.078)
ETOH = (0.062) CREA = (25.2) PH = (8.8)
NITNRQN = (597)

T50 = (1.561PH) REM1 = No Result
AMP = (2.004PH) REM1 = No Result

T50 = (1.611PH) REM1 = No Result
COC = (1.487PH) REM1 = No Result
T50 = (1.486PH) REM1 = No Result

Open QC OK
Blind QC OK

CUP	ACCESSION	PART-ID	INST-ID		
71	*FEDAT			T50 = (1.813PH) CREAR = (12.6L) SPGR = (1.0018L) REM1 = No Result A500 = (1.293) C150 = (1.182) T50 = (1.403) QC ID = FEDAT OPI2K = (1.163) OPI2KM = (1.155) OXYS100 = (1.290) PCP = (1.446) CREA = (25.9) PH = (7.4) NITNRQN = (2)	
72	D893749	[redacted]		T50 = (1.999PH) CREAR = (16.5L) SPGR = (1.0019L) REM1 = No Result	
73	D893631			T50 = (1.391PH) REM1 = No Result	
74	D893590	[redacted]			
75	D893933		X		
76	*SAPAT			BARB = (1.319) BENZ = (1.237) COC = (1.068) QC ID = SAPAT THC = (1.218) METD = (1.178) METQ = (1.368) MDAS250 = (1.699) OPI = (1.319) PROP = (1.188) CREA = (26.1) PH = (7.0) NITNRQN = (2)	
77	*FEDALTAT			BARB200 = (1.373) BENZ200 = (1.350) MDAS = (2.593) QC ID = FEDAL 6MAM = (1.366) SOPIS = (1.196)	
78	*SAPALTAT			AMP = (1.200) T20 = (1.159) ETOH = (1.151) QC ID = SAPAL CREA = (25.2) PH = (6.8) NITNRQN = (2)	

NIDA DMS Worklist: TMRSMP3 SUMMARY REPORT Olympus Report Instrument: 517 26-AUG-2023 16:09:16

Patient Info	Load/Cup		AMP	AEDD	A300	BARB	BARB20	BENZ	BENZ20	COC	C150	THC	T50	T20	METD	METH	MDAS	MDAS25	OPI25K	OPI20K	OPI	6MAM	OXYS10	SUPIS	PCP	PHEP	ETOH	CREA	CREAR	PH	PWR	NITRIT	NITWR	STATUS
CALIBRATOR ABS			2419	1225.5	1048.5	1308.5	977	1256.5	925.5	1974.5	1335	1536	1018	793.5	1694.5	1250.5	1076	266.5	3023	3018	1123.5	1289	844.5	2548.5	1042	2940.5	418.5							
>FEDOT	0826197/1	PDS																															
		NOR		0.827	1.230						0.756		0.678						0.854	0.877			0.776		0.893			15.8		7.3			2	OK
FEDOT	59901	NUM																															
CONTROL ABS				1287	1290						1010		691						2583	2647			656		837								
D897143	0826197/2	PDS																															
		NOR	NEGAT				NEGAT	NEGAT		NEGAT					NEGAT	NEGAT				NEGAT			NEGAT	NEGAT		NEGAT	NEGAT		130.9		6.0	NEGAT	1	NR
X	59902	NUM	0.266				0.140	-0.06		0.035					-0.06	-0.04				-0.01			-0.01	-0.12		-0.12	-0.04		130.9		6.0	1	1	
PATIENT ABS			645				137	-81		70					-117	-58				-44			-22	-185		-134	-134							
D897174	0826197/3	PDS																															
		NOR	NEGAT				NEGAT	NEGAT		NEGAT					NEGAT	NEGAT				NEGAT			NEGAT	NEGAT		NEGAT	NEGAT		72.2		5.5	NEGAT	1	NR
X	59903	NUM	0.008				0.025	-0.03		-0.01					-0.03	-0.03				-0.01			-0.03	-0.04		-0.09	-0.02		72.2		5.5	1	1	
PATIENT ABS			20				25	-45		-39					-57	-47				-49			-45	-40		-96	-65							
D897187	0826197/4	PDS																															
		NOR	NEGAT				NEGAT	NEGAT		NEGAT					NEGAT	NEGAT				NEGAT			NEGAT	NEGAT		NEGAT	NEGAT		38.3		5.0	NEGAT	2	NR
X	59904	NUM	-0.00				0.055	-0.04		-0.03					-0.03	-0.01				-0.01			0.002	-0.06		-0.02	-0.01		38.3		5.0	2	2	
PATIENT ABS			-1				54	-52		-62					-51	-24				-41			3	-52		-31	-40							
D897212	0826197/5	PDS																															
		NOR	NEGAT				NEGAT	NEGAT		NEGAT					NEGAT	NEGAT				NEGAT			NEGAT	NEGAT		NEGAT	NEGAT		352.5		6.0	NEGAT	1	PEN
X	59905	NUM	0.097				0.017	-0.11		-0.03					-0.07	-0.04				-0.01			-0.14	-0.00		-0.15	-0.07		352.5		6.0	1	1	
PATIENT ABS			237				17	-145		-66					-129	-54				-58			-190	-5		-163	-219							
D897224	0826197/6	PDS																															
		NOR	NEGAT				NEGAT	NEGAT		NEGAT					NEGAT	NEGAT				NEGAT			NEGAT	NEGAT		NEGAT	NEGAT		101.9		5.6	NEGAT	2	NR
X	59906	NUM	0.031				0.059	-0.04		-0.01					-0.02	-0.03				-0.03			-0.05	-0.05		-0.06	-0.01		101.9		5.6	2	2	
PATIENT ABS			77				58	-61		-25					-39	-44				-29			-67	-48		-65	-32							
D897261	0826197/7	PDS																															
		NOR	NEGAT				NEGAT	NEGAT		NEGAT					NEGAT	NEGAT				NEGAT			NEGAT	NEGAT		NEGAT	NEGAT		65.6		5.6	NEGAT	2	NR
X	59907	NUM	-0.00				0.021	-0.02		0.004					-0.04	-0.02				-0.00			-0.01	-0.01		-0.05	-0.01		65.6		5.6	2	2	
PATIENT ABS			-1				21	-26		9					-70	-29				-30			-21	-10		-59	-54							
D897268	0826197/8	PDS																															
		NOR	NEGAT				NEGAT	NEGAT		NEGAT					NEGAT	NEGAT				NEGAT			NEGAT	NEGAT		NEGAT	NEGAT		102.1		5.1	NEGAT	1	NR
X	59908	NUM	0.016				0.047	-0.06		0.001					-0.04	-0.03				-0.00			0.000	-0.05		-0.09	-0.01		102.1		5.1	1	1	
PATIENT ABS			39				46	-82		3					-70	-50				-24			0	-44		-104	-39							
D897299	0826197/9	PDS																															
		NOR	NEGAT				NEGAT	NEGAT		NEGAT					NEGAT	NEGAT				NEGAT			NEGAT	NEGAT		NEGAT	NEGAT		33.6		5.7	NEGAT	1	NR
X	59909	NUM	0.042				0.013	0.005		-0.00					-0.02	-0.02				-0.00			-0.00	-0.04		-0.06	-0.01		33.6		5.7	1	1	
PATIENT ABS			103				13	7		-3					-44	-36				-20			-12	-35		-66	-49							

	AMP	AEDD	A300	BARB	BARB20	BENZ	BENZ20	COC	C150	THC	T50	T20	METD	METH	MDAS	MDAS25	OPI25K	OPI20K	OPI	6MAM	OXYS10	SUPIS	PCP	PHEP	ETOH	CREA	CREAR	PH	PWR	NITRIT	NITWR	STATUS
CONTROLS USE:																																

1. 1.000 2. 1.002
spig 1.0002 spig 1.0020
3. normal 4. high
spig 1.0041 spig 1.0218
RF# 817 Initial CF Date 8-26-23

Oligeus Report

MSDA DATA Worklist: TMDSAP3 SUMMARY REPORT Instrument: 517 26-AUG-2023 16:09:16

Patient Info	Load/Cup		APP	A520	A300	DAUD	DAUD20	DEHZ	DEHZ20	CDC	C150	THC	T50	T20	METD	METQ	MDAS	MDAS25	OPIEIA	OPIEIA	OPI	6MAM	OXYS10	SOPIS	PCP	PHEP	ETOH	CREA	CREAR	PH	PHR	METHBL	METHUR	STATUS
CALIBRATOR ABS			2419	1555.5	1048.5	1308.5	977	1255.5	925.5	1974.5	1335	1536	1018	793.5	1684.5	1250.5	1076	296.5	3023	3018	1123.5	1289	844.5	2543.5	1042	2940.5	418.5							
0897234	0826197/10	POS																															
		NEG	NEGAT					NEGAT	NEGAT		NEGAT				NEGAT	NEGAT				NEGAT			NEGAT	NEGAT	NEGAT			68.6		5.9	NEGAT	1	NR
X	59910	NUM	0.014					0.051	-0.02		-0.02				-0.02	-0.02				-0.00			-0.00	-0.01	-0.01	-0.00	0.030	68.6		5.9	1	1	
PATIENT ABS			35					50	-31		-47				-47	-34				-11			-4	-10	-11	-50	21						
#SAFBT	0826197/11	POS																															
		NEG			0.900			0.903		0.831		0.708			0.777	0.491		0.607		0.539					0.792				6.9				BK
SAFBT	59911	NUM																															
CONTROL ABS					1178			1134		1642		1088			1310	615		180		606					2330								
0897209	0826197/12	POS																															
		NEG	NEGAT					NEGAT	NEGAT		NEGAT				NEGAT	NEGAT				NEGAT			NEGAT	NEGAT	NEGAT			316.3		5.6	NEGAT	0	NR
X	59912	NUM	0.218					-0.00	-0.13		0.002				-0.08	-0.08				-0.02			-0.12	-0.09	-0.22	-0.05		316.3		5.6	0	0	
PATIENT ABS			528					-7	-172		5				-151	-102				-64			-161	-83	-233	-153							
0897308	0826197/13	POS																															
		NEG	NEGAT					NEGAT	NEGAT		NEGAT				NEGAT	NEGAT				NEGAT			NEGAT	NEGAT	NEGAT			152.5		5.9	NEGAT	1	NR
X	59913	NUM	0.050					0.007	-0.08		-0.02				-0.08	-0.05				-0.01			-0.07	-0.08	-0.19	-0.05		152.5		5.9	1	1	
PATIENT ABS			123					7	-105		-42				-149	-71				-35			-99	-73	-199	-152							
0897313	0826197/14	POS																															
		NEG	NEGAT					NEGAT	NEGAT		NEGAT				NEGAT	NEGAT				NEGAT			NEGAT	NEGAT	NEGAT			61.0		5.8	NEGAT	1	NR
X	59914	NUM	0.014					0.051	-0.01		-0.00				-0.04	-0.01				0.001			-0.01	-0.02	-0.05	-0.00		61.0		5.8	1	1	
PATIENT ABS			35					50	-18		-5				-72	-18				4			-16	-25	-56	-17							
0897331	0826197/15	POS																															
		NEG	NEGAT					NEGAT	NEGAT		NEGAT				NEGAT	NEGAT				NEGAT			NEGAT	NEGAT	NEGAT			252.3		4.8	NEGAT	0	NR
X	59915	NUM	0.123					-0.00	-0.08		0.116				-0.08	-0.05				-0.02			-0.16	-0.05	-0.18	-0.02		252.3		4.8	0	0	
PATIENT ABS			298					-7	-107		230				-138	-65				-62			-215	-44	-196	-78							
0897340	0826197/16	POS																															
		NEG	NEGAT					NEGAT	NEGAT		NEGAT				NEGAT	NEGAT				NEGAT			NEGAT	NEGAT	NEGAT			40.5		5.9	NEGAT	1	NR
X	59916	NUM	0.023					0.037	-0.01		-0.03				-0.04	-0.00				-0.00			-0.03	-0.02	-0.04	-0.01		40.5		5.9	1	1	
PATIENT ABS			57					37	-14		-63				-73	-9				-4			-44	-19	-49	-30							
0897347	0826197/17	POS																															
		NEG	NEGAT					NEGAT	NEGAT		NEGAT				NEGAT	NEGAT				NEGAT			NEGAT	NEGAT	NEGAT			110.5		5.5	NEGAT	1	NR
X	59917	NUM	0.042					0.042	-0.06		-0.00				-0.04	-0.02				-0.00			-0.01	-0.03	-0.10	-0.02		110.5		5.5	1	1	
PATIENT ABS			103					42	-80		-18				-79	-33				-22			-13	-26	-105	-73							
0897357	0826197/18	POS																															
		NEG	NEGAT					NEGAT	NEGAT		NEGAT				NEGAT	NEGAT				NEGAT			NEGAT	NEGAT	NEGAT			24.7		5.3	NEGAT	2	NR
X	59918	NUM	0.016					0.045	0.020		-0.01				-0.02	-0.01				-0.00			0.030	0.003	-0.03	-0.00		24.7		5.3	2	2	
PATIENT ABS			41					44	26		-28				-34	-16				-17			39	3	-39	-22							

	APP	A520	A300	DAUD	DAUD20	DEHZ	DEHZ20	CDC	C150	THC	T50	T20	METD	METQ	MDAS	MDAS25	OPIEIA	OPIEIA	OPI	6MAM	OXYS10	SOPIS	PCP	PHEP	ETOH	CREA	CREAR	PH	PHR	METHBL	METHUR	STATUS
CONTROLS OUT:																																	

EXHIBIT 25
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MDA DANS Worklist: TWNSAP3 SUMMARY REPORT Olympus Report Instrument: 517 26-AUG-2023 16:09:16

Patient Info	Load/Cup		AMP	A500	A300	BARB	BARB20	BENZ.	BENZ20	COC	C150	THC	T50	T20	METD	METB	MAMP	OPI2K	OPI200	OPI	6MAM	OXYS10	SUPIS	PCP	PHEP	ETOH	CREA	CREAT PH	PWR	METHAL	METHAN	STATUS
CALIBRATOR ABS			2419	1555.5	1048.5	1308.5	977	1255.5	925.5	1974.5	1335	1536	1018	793.5	1691.5	1250.5	1076	296.5	3023	3018	1123.5	1289	844.5	2548.5	1042	2940.5	418.5					
D897325	0826197/19	PDS																													
		NOR	NEGAT					NEGAT	NEGAT		NEGAT				NEGAT	NEGAT					NEGAT	NEGAT	NEGAT		NEGAT	NEGAT		69.9		6.4	NEGAT	1	NR
X	59919	NUM	0.044					0.003	-0.00		-0.03				-0.02	-0.02					0.002	-0.14	-0.01		-0.09	-0.03		69.9		6.4	1	1	
PATIENT ABS			107					3	-5		-71				-58	-26					9	-187	-9		-101	-92							
D897295	0826197/20	PDS																													
		NOR	NEGAT					NEGAT	NEGAT		NEGAT				NEGAT	NEGAT					NEGAT	NEGAT	NEGAT		NEGAT	NEGAT		28.1		5.4	NEGAT	1	NR
X	59920	NUM	0.019					0.070	0.000		0.030				-0.01	-0.00					-0.00	0.011	0.007		-0.00	-0.00		28.1		5.4	1	1	
PATIENT ABS			47					69	0		60				-26	-2					-4	15	6		-3	-14							
NFEDALTBT	0826197/21	PDS																													DK
		NOR						0.879		0.816							0.561					0.852		0.898									
FEDALTBT	59921	NUM																														
CONTROL ABS								859		756							604					1108		2285								
D897251	0826197/22	PDS																													
		NOR	NEGAT					NEGAT	NEGAT		NEGAT				NEGAT	NEGAT					NEGAT	NEGAT	NEGAT		NEGAT	NEGAT		11.5		5.9	NEGAT	2	FEN
X	59922	NUM	0.004					0.077	-0.01		-0.02				-0.00	-0.00					-0.00	0.014	-0.03		-0.03	-0.00		11.5		5.9	2	2	
PATIENT ABS			12					76	-21		-41				-8	-7					-9	19	-33		-37	-27							
D897206	0826197/23	PDS																													
		NOR	NEGAT					NEGAT	NEGAT		NEGAT				NEGAT	NEGAT					NEGAT	NEGAT	NEGAT		NEGAT	NEGAT		58.8		5.7	NEGAT	2	NR
X	59923	NUM	0.027					0.076	0.058		-0.03				-0.01	-0.00					-0.00	-0.00	0.016		-0.03	-0.00		58.8		5.7	2	2	
PATIENT ABS			47					75	73		-66				-27	-1					-6	-9	14		-37	-4							
D897286	0826197/24	PDS																													
		NOR	NEGAT					NEGAT	NEGAT		NEGAT				NEGAT	NEGAT					NEGAT	NEGAT	NEGAT		NEGAT	NEGAT		157.5		4.9	NEGAT	0	NR
X	59924	NUM	0.083					0.058	-0.03		0.003				-0.03	-0.04					-0.01	-0.01	-0.10		-0.14	-0.02		157.5		4.9	0	0	
PATIENT ABS			202					49	-108		7				-136	-62					-43	-23	-91		-146	-81							
D897316	0826197/25	PDS																													
		NOR	NEGAT					NEGAT	NEGAT		NEGAT				NEGAT	NEGAT					NEGAT	NEGAT	NEGAT		NEGAT	NEGAT		259.0		5.3	NEGAT	0	NR
X	59925	NUM	0.119					0.015	-0.03		-0.00				-0.03	-0.04					-0.01	-0.06	-0.05		-0.17	-0.02		259.0		5.3	0	0	
PATIENT ABS			289					15	-112		-7				-142	-57					-35	-86	-44		-178	-82							
D897160	0826197/26	PDS																													
		NOR	NEGAT					NEGAT	NEGAT		NEGAT				NEGAT	NEGAT					NEGAT	NEGAT	NEGAT		NEGAT	NEGAT		95.3		7.0	NEGAT	0	NR
X	59926	NUM	0.085					0.013	-0.05		-0.02				-0.07	-0.06					-0.01	-0.05	-0.10		-0.13	-0.04		95.3		7.0	0	0	
PATIENT ABS			207					13	-65		-54				-122	-78					-43	-66	-89		-148	-135							
D897352	0826197/27	PDS																													
		NOR	NEGAT					NEGAT	NEGAT		NEGAT				NEGAT	NEGAT					NEGAT	NEGAT	NEGAT		NEGAT	NEGAT		62.4		5.4	NEGAT	2	NR
X	59927	NUM	0.063					0.058	-0.04		0.002				-0.05	-0.00					-0.00	-0.03	-0.07		-0.06	-0.01		62.4		5.4	2	2	
PATIENT ABS			153					57	-52		5				-85	-7					-3	-41	-66		-78	-42							

	AMP	A500	A300	BARB	BARB20	BENZ	BENZ20	COC	C150	THC	T50	T20	METD	METB	MAMP	OPI2K	OPI200	OPI	6MAM	OXYS10	SUPIS	PCP	PHEP	ETOH	CREA	CREAT PH	PWR	METHAL	METHAN	STATUS
CONTROLS OUT:																														

SpGr 1.0017 AUG 26 2023

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EXHIBIT 25
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Patient Info	Load/Dup		AMP	A500	A300	AMB	AMBG0	DENZ	DENZ0	CDC	C150	THC	T50	T20	METD	METQ	MAS	MAS25	DPI2K	DPI2KH	DPI	AMM	DAYS10	SUPIS	PCP	PREP	ETOH	CREA	CREAR	PH	PAR	METROL	METHRX	STATUS
CALIBRATOR ABS			2419	1555.5	1048.5	1308.5	977	1255.5	925.5	1974.5	1335	1536	1018	793.5	1604.5	1250.5	1076	296.5	3023	3018	1123.5	1289	844.5	2548.5	1042	2940.5	418.5							
D097242	0826197/28	PDS																										82.4		5.0	NEGAT	1	NR
		NOR	NEGAT					NEGAT	NEGAT		NEGAT				NEGAT	NEGAT						NEGAT	NEGAT	NEGAT	NEGAT	NEGAT	NEGAT						
%	59928	NUM	0.067					0.022	-0.07	-0.02					-0.03	-0.04						-0.00	-0.02	-0.13	-0.13	-0.02	82.4		5.0	1	1	
PATIENT ABS			163					22	-99	-42					-62	-57						-20	-26	-110	-144	-67							
D098105	0826197/29	PDS																				1.490											
		NOR		NEGAT		NEGAT		NEGAT		NEGAT		NEGAT		NEGAT	NEGAT	NEGAT						NEGAT		NEGAT	NEGAT	NEGAT	NEGAT	27.0		7.4	NEGAT	2	PEN
[redacted]	59929	NUM		0.013		0.038		-0.02		-0.06		-0.09		-0.03	-0.01	0.066						0.000	1.490	-0.06	-0.06	-0.04	-0.02	27.0		7.4	2	2	
PATIENT ABS				21		59		-29		-82		-89		-52	-20	7						3	1921	-57	-166	-48	-65						
D097158	0826197/30	PDS																										236.3		5.1	NEGAT	0	NR
		NOR	NEGAT					NEGAT	NEGAT		NEGAT				NEGAT	NEGAT						NEGAT	NEGAT	NEGAT	NEGAT	NEGAT	NEGAT	236.3		5.1	0	0	
%	59930	NUM	0.119					0.027	-0.05	-0.01					-0.03	-0.04						-0.00	-0.13	-0.05	-0.11	-0.01							
PATIENT ABS			287					27	-83	-31					-136	-53						-14	-171	-46	-122	-56							
XSAPALTBT	0826197/31	PDS																															
		NOR	0.927											0.545												0.520							OK
SAPALTBT	59931	NUM																															
CONTROL ABS			2002											488												218							
D097390	0826197/32	PDS																										229.1		5.0	NEGAT	0	NR
		NOR	NEGAT					NEGAT	NEGAT		NEGAT				NEGAT	NEGAT						NEGAT	NEGAT	NEGAT	NEGAT	NEGAT	NEGAT	229.1		5.0	0	0	
%	59932	NUM	0.083					0.018	-0.11	0.001					-0.12	-0.06						-0.01	-0.08	-0.09	-0.19	-0.03							
PATIENT ABS			203					18	-139	3					-207	-78						-50	-114	-78	-208	-69							
D097372	0826197/33	PDS																										243.7		5.2	NEGAT	1	NR
		NOR	NEGAT					NEGAT	NEGAT		NEGAT				NEGAT	NEGAT						NEGAT	NEGAT	NEGAT	NEGAT	NEGAT	NEGAT	243.7		5.2	1	1	
%	59933	NUM	0.195					0.011	-0.03	-0.00					-0.03	-0.05						-0.00	-0.06	-0.06	-0.11	-0.02							
PATIENT ABS			474					11	-46	-5					-135	-66						-19	-90	-56	-117	-68							
D097387	0826197/34	PDS																										214.6		5.4	NEGAT	0	NR
		NOR	NEGAT					NEGAT	NEGAT		NEGAT				NEGAT	NEGAT						NEGAT	NEGAT	NEGAT	NEGAT	NEGAT	NEGAT	214.6		5.4	0	0	
%	59934	NUM	0.089					0.016	-0.07	-0.04					-0.03	-0.06						-0.02	-0.09	-0.09	-0.16	-0.04							
PATIENT ABS			217					16	-91	-81					-67	-80						-70	-117	-80	-174	-118							
D097377	0826197/35	PDS																										159.8		5.4	NEGAT	-1	NR
		NOR	NEGAT					NEGAT	NEGAT		NEGAT				NEGAT	NEGAT						NEGAT	NEGAT	NEGAT	NEGAT	NEGAT	NEGAT	159.8		5.4	-1	-1	
%	59935	NUM	0.116					0.072	-0.05	-0.01					-0.07	-0.03						-0.01	-0.04	-0.09	-0.14	-0.03							
PATIENT ABS			281					71	-65	-26					-129	-42						-40	-57	-78	-150	-109							
D097408	0826197/36	PDS																										40.2		6.2	NEGAT	1	NR
		NOR	NEGAT					NEGAT	NEGAT		NEGAT				NEGAT	NEGAT						NEGAT	NEGAT	NEGAT	NEGAT	NEGAT	NEGAT	40.2		6.2	1	1	
%	59936	NUM	0.016					0.042	-0.02	-0.01					-0.02	-0.01						-0.00	0.013	-0.04	-0.04	-0.01							
PATIENT ABS			41					42	-27	-34					-40	-23						-6	10	-36	-51	-39							

	AMP	A500	A300	AMB	AMBG0	DENZ	DENZ0	CDC	C150	THC	T50	T20	METD	METQ	MAS	MAS25	DPI2K	DPI2KH	DPI	AMM	DAYS10	SUPIS	PCP	PREP	ETOH	CREA	CREAR	PH	PAR	METROL	METHRX	STATUS
CONTROLS OUT:																																

HDA CMS Worklist: TOXSAF3 SUMMARY REPORT Olympus Report Instrument: 517 26-AUG-2023 16:09:16

Patient Info	Load/Cup		AMP	AS00	A300	BARB	BARB20	BENZ	BENZ20	COC	C150	THC	T50	T20	METD	METO	MDMA	MAMP	OPI2K	OPI300	OPI	6MAN	OXYS10	SOPI5	PCP	PHEP	ETOH	CREA	CREAR	PH	PNR	METHSL	METHSR	STATUS
CALIBRATOR ABS			2419	1555.5	1048.5	1308.5	977	1255.5	925.5	1974.5	1335	1536	1018	793.5	1604.5	1250.5	1076	296.5	3023	3018	1123.5	1289	941.5	2548.5	1042	2940.5	418.5							
D897480	0826197/37	PDS																															
		NOR	NEGAT					NEGAT	NEGAT		NEGAT				NEGAT	NEGAT			NEGAT		NEGAT	NEGAT	NEGAT		NEGAT	NEGAT		71.3		5.2	NEGAT	2	NR
X	59937	NUM	0.047					0.074	-0.04		-0.01				-0.04	-0.04			-0.00		0.006	-0.04	-0.09		-0.01			71.3		5.2	2	2	
PATIENT ABS			114					73	-57		-25				-80	-52			-23		9	-34	-94		-42								
D894608	0826197/38	PDS											1.626																				
		NOR	NEGAT					NEGAT		NEGAT	NEGAT				NEGAT				NEGAT						NEGAT	NEGAT		210.1		5.5	NEGAT	1	PEN
X	59938	NUM	0.117					0.058		-0.06	-0.00		1.626		-0.08				-0.00						-0.14	-0.04		210.1		5.5	1	1	
PATIENT ABS			284					76		-83	-1		1656		-149				-20						-154	-124							
D894879	0826197/39	PDS											1.976																				
		NOR	NEGAT					NEGAT		NEGAT	NEGAT				NEGAT	NEGAT			NEGAT						NEGAT			28.6		5.9	NEGAT	1	PEN
[redacted]	59939	NUM	0.006					0.050		0.019	-0.03		1.976		-0.01	-0.04			0.002						-0.01			28.6		5.9	1	1	
PATIENT ABS			16					66		24	-69		2012		-28	-53			7						-11								
D894814	0826197/40	PDS							2.532				1.584																				
		NOR		NEGAT		NEGAT					NEGAT				NEGAT	NEGAT			NEGAT		NEGAT	NEGAT	NEGAT	NEGAT	NEGAT			181.9		5.3	NEGAT	1	PEN
X	59940	NUM		0.291		0.042		2.532			0.061		1.584		-0.06	-0.02			-0.00		-0.06	-0.01	0.148		-0.10			181.9		5.3	1	1	
PATIENT ABS				454		56		3180			82		1613		-117	-24			-24		-84	-13	377		-111								
xSUT2	0826197/41	PDS																															
		NOR	-0.00	-0.05	-0.02	0.079	0.074	-0.03	-0.11	0.002	-0.04	-0.10	-0.24	-0.23	-0.09	-0.05	-0.03	-0.17	-0.01	-0.01	-0.15	0.097	-0.06	-0.11	-0.11	-0.09	0.035	1.5				235	OK
SUT2	59941	NUM																															
CONTROL ABS			-20	-85	-28	104	73	-48	-104	7	-62	-158	-248	-187	-143	-63	-41	-51	-43	-37	-170	126	-54	-209	-117	-17	15						
D894464	0826197/42	PDS											1.709																				
		NOR	NEGAT								NEGAT								NEGAT						NEGAT			253.6		8.7	NEGAT	-2	PEN
X	59942	NUM	0.055								-0.01		1.709						-0.00						-0.16			253.6		8.7	-2	-2	
PATIENT ABS			134								-27		1740						-29						-169								
D894525	0826197/43	PDS											1.816																				
		NOR	NEGAT								NEGAT								NEGAT						NEGAT			107.4		7.9	NEGAT	1	PEN
X	59943	NUM	0.025								0.004		1.816						0.030						-0.09			107.4		7.9	1	1	
PATIENT ABS			62								8		1849						91						-96								
D894648	0826197/44	PDS											1.497																				
		NOR	NEGAT			NEGAT		NEGAT			NEGAT				NEGAT					NEGAT		NEGAT		NEGAT	NEGAT			710.6		5.0	NEGAT	-14	PEN
X	59944	NUM	0.162			0.129		-0.15			-0.01		1.497		-0.07					-0.49		-0.06		-0.29	-0.02			710.6		5.0	-14	-14	
PATIENT ABS			394			169		-191			-36		1524		-126					-460		-55		-312	-86								
D894667	0826197/45	PDS																															
		NOR	NEGAT								NEGAT								NEGAT						NEGAT			84.1		6.3	NEGAT	1	NR
[redacted]	59945	NUM	0.021								-0.03								-0.01						-0.09			84.1		6.3	1	1	
PATIENT ABS			51								-75								-32						-98								

	AMP	AS00	A300	BARB	BARB20	BENZ	BENZ20	COC	C150	THC	T50	T20	METD	METO	MDMA	MAMP	OPI2K	OPI300	OPI	6MAN	OXYS10	SOPI5	PCP	PHEP	ETOH	CREA	CREAR	PH	PNR	METHSL	METHSR	STATUS
CONTROLS OUT:																																

KIDA DATA Worklist: TX45AF3 SUMMARY REPORT Olympus Report Instrument: 537 26-AUG-2023 16:09:16

Patient Info	Load/Cup		AMP	A500	A300	DAPO	BARB20 BENZ	BENZ20 COC	C150	THC	T50	T20	METD	METQ	MDAS	MDAS25 OPI2K	OPI2KM OPI	6MAM	OXYS10 SUPIS	PCP	PHEP	ETOH	CREA	CREAR PH	PHR	METHDL METHMD	STATUS
CALIBRATOR ABS			2419	1555.5	1048.5	1308.5	977	1255.5	925.5	1974.5	1335	1536	1818	793.5	1694.5	1250.5	1076	296.5	3023	3018	1123.5	1289	844.5	2548.5	1042	2940.5	418.5	
D894691	0826197/46	PDS	1.459																								
		MDR								NEGAT			NEGAT					NEGAT					NEGAT					
X	59946	NUM	1.459							-0.00			-0.24					-0.09					-0.14		160.6	5.7	NEGAT	1	PEN
PATIENT ABS			3530							-14			-248					-22					-149		160.6	5.7	1	1	
D894859	0826197/47	PDS											1.704														
		MDR	NEGAT							NEGAT								NEGAT					NEGAT					
X	59947	NUM	0.091							-0.02			1.704					-0.01					-0.14		124.3	7.9	NEGAT	54	PEN
PATIENT ABS			222							-51			1735					-33					-146		124.3	7.9	54	54	
D894748	0826197/48	PDS											1.545														
		MDR	NEGAT							NEGAT								NEGAT					NEGAT					
[redacted]	59948	NUM	0.166							-0.01			1.545					-0.01					-0.15		175.5	5.1	NEGAT	0	PEN
PATIENT ABS			451							-26			1573					-58					-164		175.5	5.1	0	0	
																									SpGr 1.0070		AUG 26 2023		
D894712	0826197/49	PDS																									
		MDR	NEGAT							NEGAT			NEGAT					NEGAT					NEGAT					
[redacted]	59949	NUM	0.008							-0.00			-0.06					-0.00					0.002		7.7	6.0	NEGAT	2	PEN
PATIENT ABS			20							-15			-64					-4					3		7.7	6.0	2	2	
D894567	0826197/50	PDS											1.750														
		MDR	NEGAT							NEGAT								NEGAT					NEGAT					
[redacted]	59950	NUM	0.091							-0.03			1.750					-0.00					-0.15		276.7	4.8	NEGAT	1	PEN
PATIENT ABS			222							-68			1782					-23					-159		276.7	4.8	1	1	
nSUT1	0826197/51	PDS																									
		MDR	-0.00	-0.06	-0.02	-0.21	-0.31	-0.06	-0.11	-0.05	-0.12	-0.12	-0.22	-0.23	-0.07	-0.05	-0.16	-0.26	-0.01	-0.01	-0.22	-0.46	-0.06	-0.11	-0.12	0.008	0.030	3.4	3.0	2	OK
SUT1	59951	NUM																									
CONTROL ABS			-12	-101	-27	-281	-305	-80	-107	-109	-165	-165	-225	-183	-125	-63	-73	-79	-37	-44	-253	-597	-52	-302	-126	26	16				
D894542	0826197/52	PDS											1.782														
		MDR	NEGAT							NEGAT								NEGAT					NEGAT					
[redacted]	59952	NUM	0.119							0.510			1.787					-0.00					-0.13		150.4	8.0	NEGAT	1	PEN
PATIENT ABS			290							1607			1820					-24					-137		150.4	8.0	1	1	
D894108	0826197/53	PDS											1.729														
		MDR	NEGAT			NEGAT		NEGAT		NEGAT				NEGAT		NEGAT		NEGAT					NEGAT					
[redacted]	59953	NUM	0.144			0.039		-0.10		-0.01			1.729	-0.04		0.064		-0.01					-0.09		331.8	5.0	NEGAT	0	PEN
PATIENT ABS			350			52		-133		-26			1761	-78		72		-33					-96		331.8	5.0	0	0	
																									SpGr 1.0027		AUG 26 2023		
D894620	0826197/54	PDS																									
		MDR		NEGAT						NEGAT								NEGAT					NEGAT					
[redacted]	59954	NUM		-0.01						-0.01								-0.00					-0.00		14.9	6.0	NEGAT	3	PEN
PATIENT ABS				-18						-19								-21					-4		14.9	6.0	3	3	

	AMP	A500	A300	DAPO	BARB20 BENZ	BENZ20 COC	C150	THC	T50	T20	METD	METQ	MDAS	MDAS25 OPI2K	OPI2KM OPI	6MAM	OXYS10 SUPIS	PCP	PHEP	ETOH	CREA	CREAR PH	PHR	METHDL METHMD	STATUS
CONTROLS OUT:																									

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NOVA BMIS Worklist: TWNSAP3 SUNDAY REPORT Olympus Report Instrument: 517 26-AUG-2023 16:09:16

Patient Info	Load/Cup		AFP	AS00	A300	DAR0	DAR020 BENZ	BENZ20 CDC	C150	THC	T50	T20	METD	METR	MDA5	MDA525 OPI2K	OPI2K60 OPI	6MAM	OXYS10 SUPIS	PCP	PHEP	ETOH	CREA	CREAR PH	PAR	METHAL METHAM STATUS
CALIBRATOR ABS			2419	1555.5	1043.5	1308.5	977	1255.5	925.5	1974.5	1335	1536	1018	793.5	1684.5	1250.5	1076	2565	3023	3018	1123.5	1289	844.5	2543.5	1042	2940.5	418.5
D894498	0826197/55	POS											1.811													
		NEGR	NEGAT							NEGAT								NEGAT					NEGAT				
[redacted]	59955	NUM	0.065							-0.02			1.811					-0.00					-0.07				
PATIENT ABS			158							-57			1844					-21					-77				
D894441	0826197/56	POS																								
		NEGR	NEGAT							NEGAT			NEGAT					NEGAT					NEGAT				
[redacted]	59956	NUM	0.026							-0.02			0.001					-0.00					-0.03				
PATIENT ABS			65							-44			2					-7					-35				
D894402	0826197/57	POS											1.444													
		NEGR	NEGAT							NEGAT								NEGAT					NEGAT				
[redacted]	59957	NUM	0.081							-0.00			1.444					-0.00					-0.02				
PATIENT ABS			197							-4			1471					-15					-23				
D894456	0826197/58	POS																								
		NEGR	NEGAT							NEGAT			NEGAT					NEGAT					NEGAT				
X	59958	NUM	0.926							-0.01			-0.06					-0.00					-0.14				
PATIENT ABS			2242							-28			-70					-18					-147				
D894132	0826197/59	POS																								
		NEGR	NEGAT							NEGAT			NEGAT					NEGAT					NEGAT				
[redacted]	59959	NUM	0.169							-0.04			-0.38					-0.02					-0.26				
PATIENT ABS			411							-89			-389					-79					-272				
D894196	0826197/60	POS											1.605													
		NEGR	NEGAT							NEGAT								NEGAT					NEGAT				
[redacted]	59960	NUM	0.124							-0.01			1.605					-0.02					-0.18				
PATIENT ABS			301							-25			1694					-61					-195				
NEGATIVE	0826197/61	POS																								
		NEGR	0.002	0.000	0.018	0.057	0.028	0.017	0.012	-0.01	-0.04	-0.08	-0.13	-0.05	-0.03	-0.02	-0.00	-0.15	-0.01	-0.01	0.004	0.051	-0.04	-0.05	-0.05	-0.07	0.062	25.2	0.8	597	IX
NEGATIVE CONTROL ABS	59961	NUM	7	1	19	75	28	22	12	-23	-59	-129	-155	-47	-67	-35	-8	-46	-37	-22	5	66	-34	-131	-53	-231	26				
D894338	0826197/62	POS																								
		NEGR	NEGAT							NEGAT			NEGAT					NEGAT					NEGAT				
[redacted]	59962	NUM	0.021							-0.01			-0.12					-0.00					-0.04				
PATIENT ABS			53							-23			-125					-16					-50				
D894081	0826197/63	POS											1.561													
		NEGR	NEGAT							NEGAT								NEGAT					NEGAT				
[redacted]	59963	NUM	0.057							-0.00			1.561					-0.01					-0.12				
PATIENT ABS			138							-3			1530					-35					-138				

	AFP	AS00	A300	DAR0	DAR020 BENZ	BENZ20 CDC	C150	THC	T50	T20	METD	METR	MDA5	MDA525 OPI2K	OPI2K60 OPI	6MAM	OXYS10 SUPIS	PCP	PHEP	ETOH	CREA	CREAR PH	PAR	METHAL METHAM STATUS
CONTROLS OUT:																								

SpGr 1.0019 AUG 26 2023

EXHIBIT 25
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Olympus Report

NDA 0#5 Worklist: TANSAF3 SUMMARY REPORT Instrument: 517 26-AUG-2023 16:09:16

Patient Info	Load/Cup		AFP	A500	A300	DAR8	DAR820 DEH2	DEH220 CDC	C150	THC	T50	T20	METO	METO	MAS	MDAS25 DPI2R	DPI2R0 DPI	AMAN	DAYS10	DPIS	PCP	PREP	ETOH	CREA	CREAR FH	PAR	NOTROL	NOTHRR	STATUS
CALIBRATOR ABS			2419	1555.5	1043.5	1308.5	977	1255.5	925.5	1974.5	1335	1536	1018	793.5	1684.5	1250.5	1076	296.5	3023	3018	1123.5	1269	944.5	2543.5	1042	2940.5	418.5			
D894038	0826197/64	PDS	2.004																										
		NOR				NEGAT		NEGAT		NEGAT		NEGAT		NEGAT		NEGAT								NEGAT		84.7		5.0	NEGAT	1	PEN
541947992	59964	NUM	2.004			0.025		-0.01		-0.00		-0.16		-0.04		0.126		-0.01						-0.07		84.7		5.0	1	1	
PATIENT ABS			4850			33		-17		-11		-167		-81		136		-31						-80							
D893801	0826197/65	PDS																											
		NOR	NEGAT							NEGAT		NEGAT						NEGAT						NEGAT		48.3		6.8	NEGAT	31	NR
[redacted]	59965	NUM	-0.00							-0.00		-0.21						-0.01						-0.11		48.3		6.8	31	31	
PATIENT ABS			-3							-8		-216						-48						-120							
D893845	0826197/66	PDS																											
		NOR		NEGAT		NEGAT		NEGAT			NEGAT			NEGAT				NEGAT				NEGAT		NEGAT		57.0		5.6	NEGAT	1	NR
[redacted]	59966	NUM		0.115		0.038		-0.03			-0.03			-0.02				-0.00				-0.06		-0.04		57.0		5.6	1	1	
PATIENT ABS				180		51		-47			-53			-40				-15				-51		-43							
D893877	0826197/67	PDS										1.611																		
		NOR	NEGAT							NEGAT								NEGAT						NEGAT		179.0		5.0	NEGAT	0	PEN
[redacted]	59967	NUM	0.112							-0.01		1.611						-0.01						-0.18		179.0		5.0	0	0	
PATIENT ABS			272							-30		1641						-56						-191							
D893991	0826197/68	PDS								1.487																				
		NOR	NEGAT									NEGAT						NEGAT						NEGAT		94.9		5.3	NEGAT	1	PEN
[redacted]	59968	NUM	0.051							1.487		-0.28						-0.01						-0.06		94.9		5.3	1	1	
PATIENT ABS			125							2937		-204						-33						-72							
D893965	0826197/69	PDS										1.486																		
		NOR	NEGAT			NEGAT		NEGAT		NEGAT				NEGAT				NEGAT						NEGAT	NEGAT	143.5		6.8	NEGAT	1	PEN
X	59969	NUM	0.059			0.038		-0.07		-0.01		1.486		-0.06				-0.00						-0.11	-0.04	143.5		6.8	1	1	
PATIENT ABS			148			51		-91		-39		1513		-106				-30						-115	-143						
D893977	0826197/70	PDS										1.813																		
		NOR	NEGAT							NEGAT								NEGAT						NEGAT		12.6		5.9	NEGAT	2	PEN
[redacted]	59970	NUM	0.009							-0.01		1.813						-0.00						-0.03		12.6		5.9	2	2	
PATIENT ABS			22							-37		1845						-24						-32							
MFEDAT	0826197/71	PDS																											
		NOR		1.293						1.182		1.403						1.163	1.155		1.290			1.446		25.9		7.4		2	DK
FEDAT	59971	NUM																											
CONTROL ABS				2012						1578		1429						3517	3488		1090			1507							
D893749	0826197/72	PDS																											
		NOR	NEGAT							NEGAT		NEGAT						NEGAT						NEGAT		37.6		8.9	NEGAT	7	NR
[redacted]	59972	NUM	0.004							-0.00		-0.19						-0.01						-0.10		37.6		8.9	7	7	
PATIENT ABS			10							-15		-202						-49						-107							

	AFP	A500	A300	DAR8	DAR820 DEH2	DEH220 CDC	C150	THC	T50	T20	METO	METO	MAS	MDAS25 DPI2R	DPI2R0 DPI	AMAN	DAYS10	DPIS	PCP	PREP	ETOH	CREA	CREAR FH	PAR	NOTROL	NOTHRR	STATUS

CONTROLS OUT:

SpGr Lot# AUG 2 6 2023

EXHIBIT 25
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Patient Info	Load/Cup		AMP	AEDB	A300	BARB	BARB20	BENZ	BENZ20	BUC	C15D	TNC	T5D	T2D	TETD	TETR	TDAS	TRIAZS	OPI2K	OPI2KA	OPI	GHAN	BKYS10	SBPES	PCP	PREP	ETOH	OXEA	CREAR	PH	PHR	KETONE	KETMSR	STATUS
CALIBRATOR ABS			2419	1555.5	1048.5	1308.5	977	1255.5	925.5	1974.5	1335	1536	1018	793.5	1684.5	1250.5	1076	234.5	3023	3018	1123.5	1289	844.5	2543.5	1042	2940.5	418.5			SpGr 1.0019		AUG 2 6 2023		
D893631	0826197/73	PDS										1.999																	16.5				
		NOR	NEGAT							NEGAT								NEGAT				NEGAT								5.9	NEGAT	2	PEN
[redacted]	59973	NOR	0.005							-0.02		1.999						-0.00				-0.03							16.5	5.9	2	2	
PATIENT ABS			13							-59		2035						-6				-34											
D893630	0826197/74	PDS										1.391																	193.9				
		NOR	NEGAT							NEGAT								NEGAT				NEGAT								4.9	NEGAT	8	PEN
[redacted]	59974	NOR	0.126							-0.01		1.391						-0.01				-0.17							193.9	4.9	0	0	
PATIENT ABS			305							-32		1417						-40				-182											
D893933	0826197/75	PDS																											156.1				
		NOR	NEGAT			NEGAT		NEGAT		NEGAT		NEGAT		NEGAT				NEGAT				NEGAT	NEGAT							8.7	NEGAT	8	NR
X	59975	NOR	0.061			0.001		-0.00		0.022		-0.16		-0.04				-0.00				-0.16	-0.17						156.1	8.7	8	8	
PATIENT ABS			149			2		-12		45		-166		-72				-29				-176	-514										
#SAPAT	0826197/76	PDS																															
		NOR				1.319		1.237		1.068		1.218				1.178	1.369	1.609		1.319				1.198		26.1		7.0				2	OK
SAPAT	59976	NOR																															
CONTROL ABS						1726		1554		2109		1872				1985	1711	504		1482				3494									
#FEDALTAT	0826197/77	PDS																															
		NOR					1.379		1.350								2.593				1.366	1.196											OK
FEDALTAT	59977	NOR																															
CONTROL ABS							1342		1250								2791				1761	3044											
#SAPALTAT	0826197/78	PDS																															
		NOR	1.200											1.159												1.151	25.2		6.8			2	OK
SAPALTAT	59978	NOR																															
CONTROL ABS			2904											920												482							

CONFIRMATION TEST INFORMATION

CONFIRMATION TEST DESCRIPTION

Confirmation testing for drugs of abuse is performed by mass spectrometry. The concentration of drug in each donor specimen is determined by comparison of the response of the specimen to the response of calibrators of known concentration. If a donor specimen has a concentration of drug that is less than the client specific cutoff, the specimen is determined to be negative for the confirmation test. If a donor specimen has a concentration of drug that is greater than or equal to the client specific cutoff, the specimen is determined to be positive for the specific test. Each batch contains both negative and positive quality control samples along with one blind quality control sample that is inserted into the batch in a random position.

If required, confirmation testing for specimen validity is performed by the same or, if available, a second definitive method that can be utilized to identify specimens as adulterated, substituted or invalid. Each confirmation test is performed on a second aliquot that is obtained from the original specimen container and all confirmation batches contain appropriate quality control samples to verify the performance of the procedure.

PULL LIST FOR WORKLIST(S) TXNAMMS2 PAGE 1

082603 08/26/2023

CHAIN OF CUSTODY LOG

DATE	RELEASED BY	RECEIVED BY	PURPOSE
08/26/2023	Name Temporary Storage	Sign. Name CULVER, ROBIN	R2 TO PTS/ ALIQUOT R1
AUG 2 6 2023	Sign. Name ROBIN CULVER	Sign. Name PROCESSING TS	R1 TO TEMP STORAGE
	Sign. Name	Sign. Name	
	Sign. Name	Sign. Name	
	Sign. Name	Sign. Name	
	Sign. Name	Sign. Name	
	Sign. Name	Sign. Name	
	Sign. Name	Sign. Name	
	Sign. Name	Sign. Name	
	Sign. Name	Sign. Name	

WORKLIST : TXNAMMS2

ACCESSION	PARTICIPANT	UNIT CODE	STORAGE BOX/ROW/COL	STATE
D862355	[redacted]	XNNA500	G049650/B/9	Split Rec'dPA-e
D893071	X	XNNAMP	G049651/I/4	NM
D894691	X	XNNAMP	G049653/A/8	WI
D894038	541947992	XNNAMP	G049653/C/4	OR
D887232	[redacted]	XNNA500	V157513/0096335/2	Split Rec'dNV-e
D887727	[redacted]	XNNAMP	V157513/0096336/3	CA
D891050	[redacted]	XNNAMP	V157531/0081101/9	Split Rec'dSC
D891986	[redacted]	XNNAMP	V157531/0081104/5	CA
D894209	[redacted]	XNNA500	V157549/0071950/9	AZ

WORKLIST : TXNAMMS2

ACCESSION	PARTICIPANT	UNIT CODE	STORAGE BOX/ROW/COL	STATE
D893117	[redacted]	ZNNAMP	V157551/0073894/4	Split Rec'd ID
D893315	X	ZNNAMP	V157551/0073895/3	Split Rec'd TX
D893376	X	ZNNAMP	V157551/0073895/5	IL
D894007	X	ZNNAMP	V157551/0073899/3	IN
D893530	[redacted]	ZNNAMP	V157557/0083316/10	PA
D894039	X	ZNNA500	V157557/0083318/10	Split Rec'd NJ
D894839	[redacted]	ZNNA500	V157563/0080431/6	SC
D894616	[redacted]	ZNNAMP	V157565/0098511/4	Split Rec'd PA
D894868	[redacted]	ZNNAMP	V157565/0098512/4	CO
D895772	[redacted]	ZNNAMP	V157568/0054971/8	Split Rec'd CO
D895865	[redacted]	ZNNA500	V157570/0037906/10	Split Rec'd VA
D896204	[redacted]	ZNNAMP	V157570/0054818/7	PA
D895979	[redacted]	ZNNAMP	V157573/0072637/8	Split Rec'd IL
D896961	[redacted]	ZNNA500	V157573/0094204/7	Split Rec'd IL
D895731	[redacted]	ZNNAMP	V157575/0058283/8	SC
D896548	X	ZNNA500	V157577/0058269/5	Split Rec'd IN
D895813	[redacted]	ZNNAMP	V157579/0088777/10	Split Rec'd CA
D896079	[redacted]	ZNNA500	V157579/0088779/4	AZ
D897576	X	ZNNA500	V157585/0095957/4	Split Rec'd WA
D880825	[redacted]	ZNNAMP	X157466/C/10	Split Rec'd TX
D880652	[redacted]	ZNNAMP	X157466/C/6	Split Rec'd VA
D881132	[redacted]	ZNNAMP	X157466/D/10	TX
D881514	[redacted]	ZNNA500	X157466/F/3	OH

D896873 RC 8-26-23

Total accessions for worklist TXNAMMS2 = 32

D897061 RC 8-26-23

^NDATWP18
WORKLIST: TXNAMMS2 LOAD: 0826013 AMPHETAMINES CONFIRMATION BY MS 08/26/2023 7:03P PAGE: 1

	SIGNATURE	PRINTED NAME	DATE
INTERPRETED BY:		TRYSTAN AMBROSI	AUG 30 2023
REVIEWED/ RELEASED BY:		MAHONEY AUGUSTINE	AUG 30 2023

ALIQUOT CHAIN OF CUSTODY LOG

DATE	RELEASED BY	RECEIVED BY	PURPOSE
08/26/23	SIGN. NAME CULVER, ROBIN	SIGN. NAME PASS THRU	TEMP STORAGE
AUG 26 2023	SIGN. NAME PASS THRU	SIGN. NAME TORI JENNER	TRANSFER
AUG 26 2023	SIGN. NAME TORI JENNER	SIGN. NAME ETS	TEMP STORAGE
AUG 26 2023	SIGN. NAME ETS	SIGN. NAME JAMES ZEORLIN	QT ALIQUOT / DISCARD EXCESS
AUG 26 2023	SIGN. NAME JAMES ZEORLIN	SIGN. NAME TEMP STORAGE	TEMP STORAGE
AUG 27 2023	SIGN. NAME TEMP STORAGE	SIGN. NAME JAMES ZEORLIN	VIALING
AUG 27 2023	SIGN. NAME JAMES ZEORLIN	SIGN. NAME GC/MS TS	TEMP STORAGE
AUG 27 2023	SIGN. NAME GCMS TS	SIGN. NAME JACK RICHARDSON	TRANSFER
	SIGN. NAME JACK RICHARDSON	SIGN. NAME GCMS A67	INJECT
AUG 28 2023	SIGN. GCMS A67 NAME	SIGN. NAME JAEBRIELLE BRYANT	TRANSFER
AUG 28 2023	SIGN. NAME JAEBRIELLE BRYANT	SIGN. NAME VIAL TS	TEMP STORAGE
	SIGN. NAME	SIGN. NAME	
	SIGN. NAME	SIGN. NAME	
	SIGN. NAME	SIGN. NAME	
	SIGN. NAME	SIGN. NAME	
	SIGN. NAME	SIGN. NAME	

SEQ	INSTR ID	ACCESSION	PARTICIPANT	CLIENT #	REQ #/ SpecimenID	EMIT	ST	WORKLIST
1		*CAL						
QAMP _____ QMAMP _____								
2		*40%						
QAMP _____ QMAMP _____								
3		*125% NRC						
QAMP _____ QMAMP _____								
4		*NEG						
QAMP _____ QMAMP _____								
5		D862355	[redacted]	10335301	8222373 CC14212582	2.99214		
Specimen ID Verification: CC14212582 Verified								
Dilution: Sample_____ Diluent_____ Dilution Factor_____								
AMPM _____ METAM _____ QAMP _____ QMAMP _____ A500 _____ AMPMR DNR								
METAMR DNR								
C150,T50,MDAS,OXYS100, SOPIS,PCP @X2								
6		D893071	X	10187409	8952542	3.31170		
Specimen ID Verification: 8952542 Verified								
Dilution: Sample_____ Diluent_____ Dilution Factor_____								
AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR								
METAMR DNR								
TEMP ✓								
7		D887232	[redacted]	10948409	8246630 7932784982	3.36750		
Specimen ID Verification: 7932784982 Verified								
Dilution: Sample_____ Diluent_____ Dilution Factor_____								

SEQ	INSTR ID	ACCESSION	PARTICIPANT	CLIENT #	REQ #/ SpecimenID	EMIT	ST	WORKLIST

AMPM _____ METAM _____ QAMP _____ QMAMP _____ A500 _____ AMPMR DNR

METAMR DNR

8 D887727 [redacted] 10286715 8247001 1.78445
7932650846

Specimen ID Verification: 7932650846 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

9 D894691 [redacted] 11180872 3515983 1.45928

Specimen ID Verification: 3515983 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

10 D894038 541947992 65124829 8252337 2.00496
7930329713

Specimen ID Verification: 7930329713 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

11 D891050 [redacted] 15043276 8250140 1.35764
7930539699

Specimen ID Verification: 7930539699 Verified ✓

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

SEQ	INSTR ID	ACCESSION	PARTICIPANT	CLIENT #	REQ #/ SpecimenID	EMIT	ST	WORKLIST
12		D891986	[redacted]	10835774	8250863 7930889909	1.72806		

Specimen ID Verification: 7930889909 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

13		D894209	[redacted]	10545483	8252463 7931159660	1.27547		

Specimen ID Verification: 7931159660 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMPM _____ METAM _____ QAMP _____ QMAMP _____ A500 _____ AMPMR DNR

METAMR DNR

14		D893117	[redacted]	10841455	8251676 CC14519468	1.53576		

Specimen ID Verification: CC14519468 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

15		D893315	X	10317269	3364771	3.39314		

Specimen ID Verification: 3364771 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

16		D893376	X	00112891	1269376	1.15048		

Specimen ID Verification: 1269376 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

SEQ	INSTR ID	ACCESSION	PARTICIPANT	CLIENT #	REQ #/ SpecimenID	EMIT	ST	WORKLIST

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

17 D894007 X 11561155 5105259 2.33444

Specimen ID Verification: 5105259 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

18 D893530 [redacted] 11577816 8251955 7924854129 1.03603

Specimen ID Verification: 7924854129 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

19 D894039 X 10584664 7269931 1.44467

Specimen ID Verification: 7269931 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMPM _____ METAM _____ QAMP _____ QMAMP _____ A500 _____ AMPMR DNR

METAMR DNR

20 D894839 [redacted] 20115038 8252926 7932471380 2.51045

Specimen ID Verification: 7932471380 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMPM _____ METAM _____ QAMP _____ QMAMP _____ A500 _____ AMPMR DNR

METAMR DNR

SEQ	INSTR ID	ACCESSION	PARTICIPANT	CLIENT #	REQ #/ SpecimenID	EMIT	ST	WORKLIST
21		D894616	[redacted]	10556093	8252760 7931233128	1.45224		

Specimen ID Verification: 7931233128 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

22		D894868	[redacted]	11124664	8252953 7921169842	1.31065		

Specimen ID Verification: 7921169842 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

23		D895772	[redacted]	11690942	8253632 7932444464	1.18959		

Specimen ID Verification: 7932444464 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

24		D895865	[redacted]	80308369	8253697 QD25518137	2.38766		

Specimen ID Verification: QD25518137 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMPM _____ METAM _____ QAMP _____ QMAMP _____ A500 _____ AMPMR DNR

METAMR DNR

25		D896204	[redacted]	10556093	8253941 7930077817	2.13105		

Specimen ID Verification: 7930077817 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

SEQ	INSTR ID	ACCESSION	PARTICIPANT	CLIENT #	REQ #/ SpecimenID	EMIT	ST	WORKLIST

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

26 D895979 [redacted] 11102713 8253781 1.74216
7931186018

Specimen ID Verification: 7931186018 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

27 D896961 [redacted] 10362071 8254514 1.70188
CC12676126

Specimen ID Verification: CC12676126 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMPM _____ METAM _____ QAMP _____ QMAMP _____ A500 _____ AMPMR DNR

METAMR DNR

28 D895731 [redacted] 10620150 8253609 1.01944
7919970396

Specimen ID Verification: 7919970396 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

29 D896548 X 11693887 2401659 1.74109

Specimen ID Verification: 2401659 Verified /

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMPM _____ METAM _____ QAMP _____ QMAMP _____ A500 _____ AMPMR DNR

METAMR DNR

SEQ	INSTR ID	ACCESSION	PARTICIPANT	CLIENT #	REQ #/ SpecimenID	EMIT	ST	WORKLIST
30		D895813	[redacted]	80167734	8253660 CC13888213	3.44292		
	Specimen ID Verification: CC13888213				Verified			
	Dilution: Sample_____ Diluent_____ Dilution Factor_____							
	AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR							
	METAMR DNR							
31		D896079	[redacted]	10545483	8253853 7931319664	3.61504		
	Specimen ID Verification: 7931319664				Verified			
	Dilution: Sample_____ Diluent_____ Dilution Factor_____							
	AMPM _____ METAM _____ QAMP _____ QMAMP _____ A500 _____ AMPMR DNR							
	METAMR DNR							
32		D897576	X	10776116	0894543	1.24667		
	Specimen ID Verification: 0894543				Verified			
	Dilution: Sample_____ Diluent_____ Dilution Factor_____							
	AMPM _____ METAM _____ QAMP _____ QMAMP _____ A500 _____ AMPMR DNR							
	METAMR DNR							
33		D880825	[redacted]	10730849	8239043 7932061822	1.95205		
	Specimen ID Verification: 7932061822				Verified			
	Dilution: Sample_____ Diluent_____ Dilution Factor_____							
	AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR							
	METAMR DNR							
34		D898480	[redacted]	20009998	8255860			
	Dilution: Sample_____ Diluent_____ Dilution Factor_____							

SEQ	INSTR ID	ACCESSION	PARTICIPANT	CLIENT #	REQ #/ SpecimenID	EMIT	ST	WORKLIST

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

35 D880652 [redacted] 10455470 8238894 1.91980
QD22362896
Specimen ID Verification: QD22362896 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

36 D881132 [redacted] 65911212 8239292 1.22861
CC14111242
Specimen ID Verification: CC14111242 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

37 D881514 [redacted] 10736115 8239628 3.77435
QD22362884
Specimen ID Verification: QD22362884 Verified

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMPM _____ METAM _____ QAMP _____ QMAMP _____ A500 _____ AMPMR DNR

METAMR DNR

38 D896873 [redacted] 11390285 8254447 3.70529
CC13654081
Specimen ID Verification: CC13654081 Verified ✓

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMP _____ AMPM _____ METAM _____ QAMP _____ QMAMP _____ AMPMR DNR

METAMR DNR

SEQ	INSTR ID	ACCESSION	PARTICIPANT	CLIENT #	REQ #/ SpecimenID	EMIT	ST	WORKLIST
39		D897061	[redacted]	10545483	8254592 7931101496	1.60241		

Specimen ID Verification: 7931101496 Verified ✓

Dilution: Sample_____ Diluent_____ Dilution Factor_____

AMPM _____ METAM _____ QAMP _____ QMAMP _____ A500 _____ AMPMR DNR

METAMR DNR

40 *125%

QAMP _____ QMAMP _____

END OF WORKLIST

Exit

Quest Diagnostics

CERTIFICATE OF CORRECTION-MEMORANDUM FOR THE RECORD

BATCH ID: TXNAMUS2 082613 **DEPARTMENT:** EXTRACTION

PULL LIST: specimens removed from (Pass Thru) (Temp Storage) (ETS) for (Aliquot) (Load Build) (Transfer) (R2 to PTS/ Aliquot R1) (Prep for HS)	
PULL LIST: Specimens placed in (Processing TS) (Pass thru) (Temp Storage) (ETS) for (Temp Storage) (R1 to Temp storage)	
WORKLIST: Specimens/ aliquots removed from (Pass thru) (Temp Storage) (ETS) for (Temp Storage) (QT aliquot /discard excess) (Extraction) (Extraction/Samples to ETS) (Transfer) (Vialing) (Prep for HS)	✓
WORKLIST: Specimens/aliquots placed in (Pass thru) (Temp storage) (ETS) (Trash) for (Temp Storage) (Discard)	
WORKLIST: Vials removed from (Headspace) (Vial TS) (GCMS TS) (Instrument) _____ for_____	
WORKLIST: Vials transferred to (Biohazard waste) (Vial TS) (GCMS TS) (Instrument) _____ (Headspace) (Forensic scientist) for (Inject) (Temp Storage) (Transfer) (Discard) _____	
WORKLIST/CSBCR: (Forensic scientist) (CS) missed (sign) (printed name) (Date)	
SEQUENCE TABLE: Sequence built/ Vials Verified	
SEQUENCE TABLE: Pre-Injection/ Post- Injection Sequence Vials Verified	
CONFIRMATION CERTIFICATION CHECKLIST: (Forensic scientist) missed (sign) (printed name) (Date)	

Other: _____

On 08/27/23 (date), James Zeorlin (name) **completed the noted process for the listed batch and omitted/incorrectly documented the process. I hereby attest that all the information provided in this Memorandum for the Record is true and accurate.**

FP/FS Signature: _____ **Date:** 08/30/23

CS Signature: _____ **Name/Date:** MAHONEY AUGUSTINE

Version 2

Non Instrument worklistWORKLIST: TXNAMMS2 Load: 0826013 08/30/2023 03:53:07 AM PAGE

Open QC Failed
Blind QC Failed

Reviewed and Verified by _____ TRYSTAN AMBROSE Date AUG 3/0 2023

CUP	ACCESSION	PART-ID	INST-ID				
1	*CAL	250	250				QC ID = CAL
2	*40%	111.76	114.37				No QC Results
3	*125% NRC	609.76	678.26				QC ID = 40%
4	*NEG	0	0				No QC Results
							QC ID = 125% NRC
							No QC Results
							QC ID = NEG
							No QC Results
5	D862355 [redacted]		AMPM= : METAM= :				
			A500= :				
			*AMP	6409	250	P	
			*MAMP	0	250	N	
6	D893071 [redacted]		AMP= : AMPM= :				
			METAM= :				
			*AMP	1612	500	P	
			*MAMP	14023 C	500	P	
7	D887232 [redacted]		AMPM= : METAM= :				
			A500= :				
			*AMP	9882	250	P	
			*MAMP	0	250	N	
8	D887727 [redacted]		AMP= : AMPM= :				
			METAM= :				
			*AMP	5379	500	P	
			*MAMP	0	500	N	
9	D894691 [redacted]		AMP= : AMPM= :				
			METAM= :				
			*AMP	2734	500	P	
			*MAMP	0	500	N	
10	D894038	541947992	AMP= : AMPM= :				
			METAM= :				
			*AMP	2069	500	P	
			*MAMP	531	500	P	
11	D891050 [redacted]		AMP= : AMPM= :				
			METAM= :				
			*AMP	503	500	P	
			*MAMP	391	500	N	
12	D891986 [redacted]		AMP= : AMPM= :				
			METAM= :				
			*AMP	3976	500	P	
			MAMP	0	500	N	
13	D894209 [redacted]		AMPM= : METAM= :				
			A500= :				
			*AMP	388	250	P	
			*MAMP	0	250	N	
14	D893117 [redacted]						

Nón Instrument worklistWORKLIST: TXNAMMS2 Load: 0826013 08/30/2023 03:53:07 AM PAGE

Open QC Failed
Blind QC Failed

CUP	ACCESSION	PART-ID	INST-ID				
				AMP=	: AMPM=		:
				METAM=	:		
				* AMP	88	500	
				. MAMP	1492	500	N
15	D893315	[redacted]		AMP=	: AMPM=		:
				METAM=	:		
				* AMP	1965	500	P
				* MAMP	25593 C	500	P
16	D893376	[redacted]		AMP=	: AMPM=		:
				METAM=	:		
				* AMP	0	500	
				* MAMP	0	500	N
17	D894007	[redacted]		AMP=	: AMPM=		:
				METAM=	:		
				, AMP	12764 C	500	P
				. MAMP	0	500	N
18	D893530	[redacted]		AMP=	: AMPM=		:
				METAM=	:		
				* AMP	1236	500	P
				* MAMP	0	500	N
19	D894039	[redacted]		AMPM=	: METAM=		:
				A500=	:		
				. AMP	1045	250	P
				* MAMP	0	250	N
20	D894839	[redacted]		AMPM=	: METAM=		:
				A500=	:		
				* AMP	4518	250	P
				, MAMP	0	250	N
21	D894616	[redacted]		AMP=	: AMPM=		:
				METAM=	:		
				* AMP	2934	500	P
				. MAMP	0	500	N
22	D894868	[redacted]		AMP=	: AMPM=		:
				METAM=	:		
				*AMP	1546	500	P
				* MAMP	0	500	N
23	D895772	[redacted]		AMP=	: AMPM=		:
				METAM=	:		
				* AMP	1905	500	P
				*MAMP	0	500	N
24	D895865	[redacted]		AMPM=	: METAM=		:
				A500=	:		
				* AMP	2998	250	P
				*MAMP	0	250	N
25	D896204	[redacted]					

Non Instrument worklistWORKLIST: TXNAMMS2 Load: 0826013 08/30/2023 03:53:07 AM PAGE

Open QC Failed
Blind QC Failed

CUP	ACCESSION	PART-ID	INST-ID					
				AMP=		AMPM=		
				METAM=				
				AMP	10780 C	500	P	
				MAMP	0	500	N	
26	D895979	[redacted]		AMP=		AMPM=		
				METAM=				
				AMP	5148	500	P	
				MAMP	0	500	N	
27	D896961	[redacted]		AMPM=		METAM=		
				A500=				
				AMP	1174	250	P	
				MAMP	0	250	N	
28	D895731	[redacted]		AMP=		AMPM=		
				METAM=				
				AMP	997	500	P	
				MAMP	0	500	N	
29	D896548	[redacted]		AMPM=		METAM=		
				A500=				
				AMP	1762	250	P	
				MAMP	0	250	N	
30	D895813	[redacted]		AMP=		AMPM=		BLIND ID=NEGATIVE
				METAM=				
				AMP	2865	500	P	
				MAMP	11496 C	500	P	
31	D896079	[redacted]		AMPM=		METAM=		
				A500=				QC Out
				AMP	12315 C	250	P	
				MAMP	0	250	N	
32	D897576	[redacted]		AMPM=		METAM=		
				A500=				
				AMP	0	250		
				MAMP	0	250	N	
33	D880825	[redacted]		AMP=		AMPM=		
				METAM=				
				AMP	6715	500	P	
				MAMP	0	500	N	
34 *	D898480	[redacted]		AMP=		AMPM=		QA BLIND ID=NEGATIVE
				METAM=				
				AMP	0	No Cutoff Found for %NNAMP		
				MAMP	0	No Cutoff Found for %NNAMP		
35	D880652	[redacted]						QC Out

Non Instrument worklistWORKLIST: TXNAMMS2 Load: 0826013 08/30/2023 03:53:07 AM PAGE

Open QC Failed
Blind QC Failed

CUP	ACCESSION	PART-ID	INST-ID				
				AMP=	: AMPM=		:
				METAM=	:		
				AMP	6943	500	P
				MAMP	0	500	N
36	D881132	[redacted]		AMP=	: AMPM=		:
				METAM=	:		
				AMP	251	500	N
				MAMP	725	500	P
37	D881514	[redacted]		AMPM=	: METAM=		:
				A500=	:		
				AMP	21020 C	250	P
				MAMP	0	250	N
38	D896873	[redacted]		AMP=	: AMPM=		:
				METAM=	:		
				AMP	5455	500	P
				MAMP	39686 C	500	P
39	D897061	[redacted]		AMPM=	: METAM=		:
				A500=	:		
				AMP	0	250	N
				MAMP	D 24	250	N

ID = 125%
QC Results

40 *125%

QC ID = 125%
No QC Results

330.15 350.71

Box # 17

Quest Diagnostics

MS VIAL DISPOSAL LOG

RUN	INITIAL/DATE	Removed for analysis (sign & date)	Disposed (√)	Comment
TXNAMMS2 0826004	JR 8/27/23		✓	
TXNUTC 08260009	JB 8/27/23		✓	
TXNUTC 08260008	JB 8/27/23		✓	
TXNUTC 08260012	JB 8/27/23		✓	
TXDOPMS2 08260001	AV 08/27/23		✓	
TXHTHAMS3 0825001	JB 8/27/23		✓	
TXOCOMS3 08260002	AV 08/27/23		✓	
TXNAMMS2 08260008	JB 8/28/23		✓	
TXDTHMS2 08260005	JB 8/28/23		✓	
TXNAMMS2 08260016	JB 8/28/23		✓	
TXNAMMS2 08260017	JB 8/28/23		✓	
TXNAMMS2 08260014	JB 8/28/23		✓	
TXNAMMS2 08260012	JB 8/28/23		✓	
TXOTHMS3 08260001	JB 8/28/23		✓	
TXNAMMS2 08260011	JB 8/28/23		✓	
TXNAMMS2 08260013	JB 8/28/23		✓	
TXNAMMS2 08260015	JB 8/28/23		✓	
TXOCOMS3 08260003	KW 8/28/23		✓	
TXHCOMS3 08260002	KW 8/28/23		✓	
TXHTHAMS3 08250002	KW 8/28/23		✓	
TXHDL 08260001	KW 8/28/23		✓	
TXHCOMS3 08260001	ES 8.28.23		✓	
TRHAMS3 08260001	KW 8/28/23		✓	
TXHAMS3 08260003	KW 8/28/23		✓	
TXHCOMS3 08250001	KW 8/28/23		✓	

ALS Vials Discarded by:

Sign: [signature]

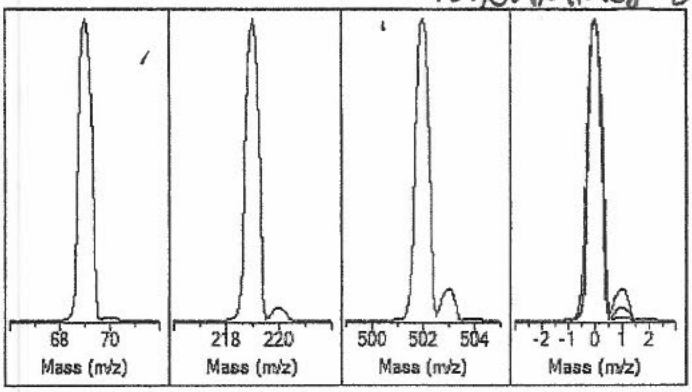
Print/Date: PHOEBE MWASHIGADI

SEP 07 2023

Autotune - 5977

8/27/2023 12:58:33 PM (UTC-5:00) A67

D:\MASSHUNTER\GCMS\1\5977\atune.u TXNAMMS2 082603 US1509M415



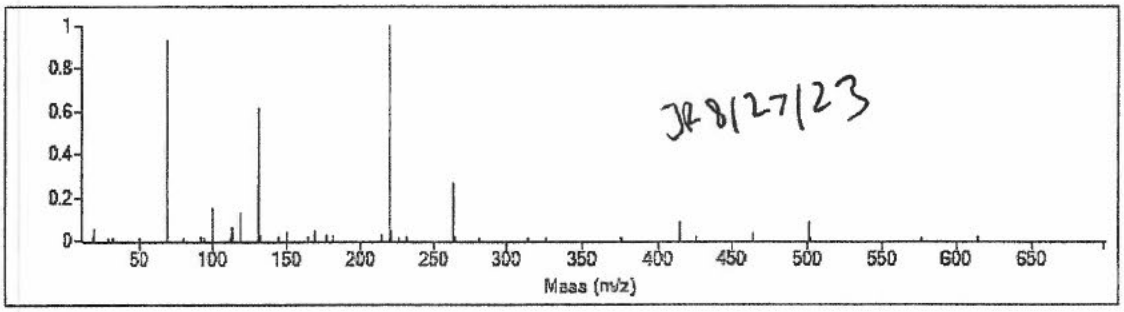
Ion Polarity	Pos	Mass Gain	-767
Emission	34.6	Mass Offset	-32
Electron Energy	70.0	Amu Gain	956
Filament	2	Amu Offset	125.19
Repeller	22.55	Width219	-0.019
Ion Focus	90.3	DC Polarity	Pos
Entrance Lens	30.3	HED Enable	On
Ent Lens Offset	9.45	EM Volts	2582.5
Ion Body	0.00	Extractor Lens	0.00
		Scan Speed	3
		Averages	3
PFTBA	Open	Step Size	0.10

Actual m/z	Abund	Rel Abund	Pw50
69.00	377,804	100.0%	0.60
219.00	414,247	109.6%	0.60
502.00	34,723	9.2%	0.60

Temperatures and Pressures

MS Source	230	Turbo Speed	100.0
MS Quad	150	HI Vac	N/C

Low	High	Step	Speed	Threshold	Peaks	Base	Abundance	Total Ion
10.00	701.00	0.10	3	100	154	219.00	391,872	1,546,867



JR 8/27/23

Target m/z	Actual m/z	Abund	Rel Abund	Iso m/z	Iso Abund	Iso Ratio
69.00	69.00	365,312	93.2%	70.00	4,201	1.1%
219.00	219.00	391,872	100.0%	220.00	16,832	4.3%
502.00	502.00	32,064	8.2%	503.00	3,302	10.3%

Air/Water Check: H20 ~6.0% N2 ~0.8% O2 ~0.4% CO2 ~0.1% N2/H20 ~14.1%

Column(1) Flow: 1.65 Column(2): 0.00 ml/min Interface Temp: 280

Ramp Criteria:

Ion Focus maximum 90 volts using ion 502; Electron Multiplier Gain 76910.961

Repeller maximum 35 volts using ion 219; Gain Factor 0.7691

ES 8.27.23

Mass Gain Values(Scan Speed): -762(3) -758(2) -742(1) -726(0) -673(FS1) -673(FS2)

TARGET MASS:	50	69	131	219	414	502	1050
Amu Offset	125.2	125.2	125.2	125.2	125.2	125.2	125.2
Entrance Lens Offset	9.5	9.5	9.5	9.5	9.5	9.5	9.5

Quest Diagnostics

Confirmation Certification Checklist

By signing below, I certify I have reviewed the following documents for confirmation batch ID TXMAMS2 0826013.

CONFIRMATION REVIEW

- Calibrator(s)/Controls (Open and QA) acceptable
- Control Range Sheet
  - Verified Lot #
  - Controls within range
- Confirmation Data (chromatograms) including Original Data Packet when applicable
- Autotune acceptable, record batch ID. (if applicable)
- Worklist documentation
- Initial Certifying Scientist Batch Summary Report (if applicable)
- Final Certifying Scientist Batch Summary Report
- Sequence Table (Seq verification and Solvent verification)
- Internal Standard Abundance Criteria worksheet when applicable
- D/L Calculation worksheet when applicable -verify version
- Corrective Action(s) (if applicable)
- Certification Summary Report
- Solvent Lot Tracking Sheet (if applicable)
- Retention Time/ Ion Ratio Check Sheet (if applicable)
- Retention Order Check Sheet (if applicable)

CHAIN OF CUSTODY REVIEW

- Internal aliquot chain of custody (worklist)
- Internal bottle chain of custody, record batch ID. (pull list)

Interpreted by (Name/Date/Signature): TRYSTAN AMBROSI AUG 3 0 2023

Certification completed and batch released by: MAHONEY AUGUSTINE AUG 3 0 2023
Certifying Scientist (Name/Date/Signature)

Confirmation Re-Certification

By signing below, I certify I have reviewed the documents listed above and the confirmation data (chromatogram) for sample(s) of interest.

Certifying Scientist: Name/Date/Signature

Certifying Scientist: Name/Date/Signature

Certifying Scientist: Name/Date/Signature

Certifying Scientist: Name/Date/Signature

Non Instrument worklistWORKLIST: TXNAMMS2 Load: 0826013 08/30/2023 04:34:18 PM

Open QC OK
Blind QC OK

Reviewed and Verified by: MAHONEY AUGUSTINE Date: AUG 30 2023

CUP	ACCESSION	PART-ID	INST-ID			
1	*CAL			QAMP = (250) QMAMP = (250)		QC ID = CAL
2	*40%			QAMP = (111.76) QMAMP = (114.37)		QC ID = 40%
3	*125% NRC			QAMP = (609.76) QMAMP = (678.26)		QC ID = 125% NRC
4	*NEG			QAMP = (0) QMAMP = (0)		QC ID = NEG
5	D862355	[redacted]		AMPM=POSITIVE: METAM=NEGATIVE: A500= DNR: AMP 6409 250 MAMP 0 250		# 2nr1A
6	D893071	[redacted]		AMP= DNR: AMPM=POSITIVE: METAM=POSITIVE: AMP 1612 500 MAMP >10000 500		#TeLw
7	D887232	[redacted]		AMPM=POSITIVE: METAM=NEGATIVE: A500= DNR: AMP 9882 250 MAMP 0 250		
8	D887727	[redacted]		AMP= DNR: AMPM=POSITIVE: METAM=NEGATIVE: AMP 5379 500 MAMP 0 500		
9	D894691	[redacted]		AMP= DNR: AMPM=POSITIVE: METAM=NEGATIVE: AMP 2734 500 MAMP 0 500		
10	D894038	541947992		AMP= DNR: AMPM=POSITIVE: METAM=POSITIVE: AMP 2069 500 MAMP 531 500		DL
11	D891050	[redacted]		AMP= DNR: AMPM=POSITIVE: METAM=NEGATIVE: AMP 503 500 MAMP 391 500		
12	D891986	[redacted]		AMP= DNR: AMPM=POSITIVE: METAM=NEGATIVE: AMP 3976 500 MAMP 0 500		
13	D894209	[redacted]		AMPM=POSITIVE: METAM=NEGATIVE: A500= DNR: AMP 388 250 MAMP 0 250		
14	D893117	[redacted]		AMP=NEGATIVE: AMPM= DNR: METAM= DNR: AMP 88 500 MAMP 1492 500		
15	D893315	[redacted]		AMP= DNR: AMPM=POSITIVE: METAM=POSITIVE: AMP 1965 500 MAMP >10000 500		
16	D893376	[redacted]				

Non Instrument worklistWORKLIST: TXNAMMS2 Load: 0826013 08/30/2023 04:34:18 PM

Open QC OK
Blind QC OK

CUP	ACCESSION	PART-ID	INST-ID	
				AMP=NEGATIVE: AMPM= DNR: METAM= DNR: AMP 0 500 MAMP 0 500
17	D894007	[redacted]		AMP= DNR: AMPM=POSITIVE: METAM=NEGATIVE: AMP >10000 500 MAMP 0 500
18	D893530	[redacted]		AMP= DNR: AMPM=POSITIVE: METAM=NEGATIVE: AMP 1236 500 MAMP 0 500
19	D894039	[redacted]		AMPM=POSITIVE: METAM=NEGATIVE: A500= DNR: AMP 1045 250 MAMP 0 250
20	D894839	[redacted]		AMPM=POSITIVE: METAM=NEGATIVE: A500= DNR: AMP 4518 250 MAMP 0 250
21	D894616	[redacted]		AMP= DNR: AMPM=POSITIVE: METAM=NEGATIVE: AMP 2934 500 MAMP 0 500
22	D894868	[redacted]		AMP= DNR: AMPM=POSITIVE: METAM=NEGATIVE: AMP 1546 500 MAMP 0 500
23	D895772	[redacted]		AMP= DNR: AMPM=POSITIVE: METAM=NEGATIVE: AMP 1905 500 MAMP 0 500
24	D895865	[redacted]		AMPM=POSITIVE: METAM=NEGATIVE: A500= DNR: AMP 2998 250 MAMP 0 250
25	D896204	[redacted]		AMP= DNR: AMPM=POSITIVE: METAM=NEGATIVE: AMP >10000 500 MAMP 0 500
26	D895979	[redacted]		AMP= DNR: AMPM=POSITIVE: METAM=NEGATIVE: AMP 5148 500 MAMP 0 500
27	D896961	[redacted]		AMPM=POSITIVE: METAM=NEGATIVE: A500= DNR: AMP 1174 250 MAMP 0 250
28	D895731	[redacted]		AMP= DNR: AMPM=POSITIVE: METAM=NEGATIVE: AMP 997 500 MAMP 0 500
29	D896548	[redacted]		AMPM=POSITIVE: METAM=NEGATIVE: A500= DNR: AMP 1762 250 MAMP 0 250
30	D895813	[redacted]		

Non Instrument worklistWORKLIST: TXNAMMS2 Load: 0826013 08/30/2023 04:34:18 PM

Open QC OK
Blind QC OK

CUP	ACCESSION	PART-ID	INST-ID		
				AMP= DNR: AMPM=POSITIVE: METAM=POSITIVE:	
				AMP 2865 500	
				MAMP >10000 500	
31	D896079	[redacted]		AMPM=POSITIVE: METAM=NEGATIVE: A500= DNR:	
				AMP >10000 250	
				MAMP 0 250	
32	D897576	[redacted]		AMPM= DNR: METAM= DNR: A500=NEGATIVE:	
				AMP 0 250	
				MAMP 0 250	
33	D880825	[redacted]		AMP= DNR: AMPM=POSITIVE: METAM=NEGATIVE:	
				AMP 6715 500	
				MAMP 0 500	
34 *	D898480	[redacted]		AMP=NEGATIVE: AMPM= DNR: METAM= DNR:	QA BLIND ID=NEGATIVE
				AMP 0 No Cutoff Found for %NNAMP	
				MAMP 0 No Cutoff Found for %NNAMP	
35	D880652	[redacted]		AMP= DNR: AMPM=POSITIVE: METAM=NEGATIVE:	
				AMP 6943 500	
				MAMP 0 500	
36	D881132	[redacted]		AMP= DNR: AMPM=NEGATIVE: METAM=POSITIVE:	
				AMP 251 500	
				MAMP 725 500	
37	D881514	[redacted]		AMPM=POSITIVE: METAM=NEGATIVE: A500= DNR:	
				AMP >10000 250	
				MAMP 0 250	
38	D896873	[redacted]		AMP= DNR: AMPM=POSITIVE: METAM=POSITIVE:	
				AMP 5455 500	
				MAMP >10000 500	
39	D897061	[redacted]		AMPM= DNR: METAM= DNR: A500=NEGATIVE:	
				AMP 0 250	
				MAMP 0 250	
40	*125%			QAMP = (330.15) QMAMP = (350.71)	QC ID = 125%

Batch Summary Report

Quest

Batch Dir: TXNAMMS20826013

Acquisition Date: 27 Aug 2023 08:32 pm

Instrument Name: A67

Drug Class: Amphetamine

Operator:

Batch Name: TXNAMMS20826013

Original Method File: D:\MassHunter\GCMS\1\data\TXNAMMS20826013\AMPSINGLECAL.M

Ion Ratio Range: +/-20%

Original Data Path: D:\MassHunter\GCMS\1\data\TXNAMMS20826013

Retention Time Range: +/-2%

Cutoff File Information								Quantitation Database	
Compound Name	Cutoff Conc.	File Name	Calc. Conc.	Sample Name	RT	Ratio 1	Ratio 2	ISTD Ratio1	ISTD Ratio 2

Run No	Compound Name	Result	File Name	Calc. Conc.	Sample Name	RT	Target Ratio 1	Target Ratio 2	ISTD Ratio1	ISTD Ratio 2
1	Amp	Detected	001SP0004.D	600.27	UNX	2.74	83.93	38.68	77.39	
1	Methamp	Detected		659.47		3.56	27.91	24.14	26.09	
2	Amp	Calibrator	002CA0002.D	250	CAL	2.74	81.53	38.14	77.94	
2	Methamp	Calibrator		250		3.56	27.95	24.48	26.00	
3	Amp	Calibrator	002CA0002.D	250	CAL	2.74	81.53	38.14	77.94	
3	Methamp	Calibrator		250		3.56	27.95	24.48	26.00	
4	Amp	Detected	003SP0003.D	111.76	40% CTRL	2.74	82.55	37.79	74.78	
4	Methamp	Detected		114.37		3.56	28.07	23.90	26.00	
5	Amp	Detected	004SP0004.D	609.76	NRC 125% CTRL	2.74	83.63	38.21	76.09	
5	Methamp	Detected		678.26		3.56	27.90	23.76	26.20	
6	Amp	Negative	005SP0005.D	1.17	NEG INT CTRL	2.68	166.30	828.26	75.51	
6	Methamp	Detected		0.81		3.56	27.52	28.44	26.42	
7	Amp	Detected	006SP0006.D	6409.81	D862355	2.75	83.21	37.10	75.48	
7	Methamp	Negative		4.47		3.56	29.08	74.05	26.07	
8	Amp	Detected	007SP0007.D	1612.62	D893071	2.74	83.59	38.03	75.68	
8	Methamp	Too high		14023.64		3.56	28.39	23.43	26.66	
9	Amp	Blank	008BL0146.D	497.5	(DQ) Blank Injection	2.76	0.00	400.00	100.00	
9	Methamp	Blank		0		0.00	0.00	0.00	100.00	
10	Amp	Detected	009SP0008.D	9882.27	D887232	2.75	82.99	37.08	74.22	
10	Methamp	Negative		3.16		3.56	29.52	137.78	26.83	
11	Amp	Detected	010SP0009.D	5379.89	D887727	2.75	83.66	37.29	75.28	
11	Methamp	Negative		2.45		3.56	29.08	104.25	26.32	
12	Amp	Detected	011SP0010.D	2734.03	D894691	2.74	83.91	38.09	75.35	
12	Methamp	Negative		1.54		3.56	25.58	95.93	26.16	
13	Amp	Detected	012SP0011.D	2069.33	D894038	2.74	84.18	38.20	77.39	
13	Methamp	Detected		531.81		3.56	28.09	23.95	26.53	
14	Amp	Detected	013SP0012.D	503.81	D891050	2.74	84.70	38.40	76.25	

Date of Printing: 08-28-2023

14	Methamp	Detected		391.92		3.56	28.13	23.86	26.46
15	Amp	Detected	014SP0013.D	3976.85	D891986	2.74	83.72	37.78	75.12
15	Methamp	Negative		1.48		3.55	27.32	113.17	26.63
16	Amp	Detected	015SP0014.D	388.86	D894209	2.74	82.60	37.90	75.94
16	Methamp	Negative		0.73		3.56	25.23	0.00	26.56
17	Amp	Detected	016SP0015.D	88.01	D893117	2.74	84.40	37.79	75.81
17	Methamp	Detected		1492.65		3.56	27.96	23.67	26.41
18	Amp	Detected	017SP0016.D	1965.11	D893315	2.74	84.45	38.34	76.70
18	Methamp	Too high		25593.07		3.57	29.21	23.73	26.67
19	Amp	Blank	018BL0146.D	248.75	(DQ) Blank Injection	2.72	400.00	300.00	0.00
19	Methamp	Blank		0		0.00	0.00	0.00	0.00
20	Amp	Negative	019SP0017.D	0.44	D893376	2.74	0.00	0.00	75.98
20	Methamp	Negative		2.08		3.56	22.22	23.96	26.48
21	Amp	Too high	020SP0018.D	12764.61	D894007	2.75	82.90	36.71	75.92
21	Methamp	Negative		2.42		3.56	25.53	191.91	26.36
22	Amp	Blank	021BL0146.D	2985.05	(DQ) Blank Injection	2.74	66.67	66.67	0.00
22	Methamp	Blank		0		0.00	0.00	0.00	0.00
23	Amp	Detected	022SP0019.D	1236.41	D893530	2.74	83.74	38.03	76.33
23	Methamp	Negative		0.9		3.56	28.03	0.00	26.14
24	Amp	Detected	023SP0020.D	1045.41	D894039	2.74	83.59	37.79	74.85
24	Methamp	Negative		0.77		3.56	0.00	177.78	26.50
25	Amp	Detected	024SP0021.D	4518.05	D894839	2.74	83.51	37.73	73.94
25	Methamp	Negative		1.15		3.56	28.48	0.00	26.30
26	Amp	Detected	025SP0022.D	2934.03	D894616	2.74	83.67	38.07	77.49
26	Methamp	Negative		1.4		3.56	28.91	94.31	26.29
27	Amp	Detected	026SP0023.D	1546.24	D894868	2.74	83.76	38.26	78.12
27	Methamp	Negative		1.23		3.56	29.88	100.61	26.41
28	Amp	Detected	027SP0024.D	1905.82	D895772	2.74	83.68	38.20	76.30
28	Methamp	Negative		1.53		3.56	28.70	69.91	26.42
29	Amp	Detected	028SP0025.D	2998.8	D895865	2.74	83.83	38.17	75.81
29	Methamp	Negative		1.32		3.56	28.06	88.78	26.34
30	Amp	Too high	029SP0026.D	10780.47	D896204	2.75	82.60	36.66	74.54
30	Methamp	Negative		1.94		3.56	29.62	211.50	26.34
31	Amp	Blank	030BL0146.D	3482.56	(DQ) Blank Injection	2.74	142.86	85.71	400.00
31	Methamp	Blank		0		0.00	0.00	0.00	400.00
32	Amp	Detected	031SP0027.D	5148.62	D895979	2.74	83.06	37.55	74.32
32	Methamp	Negative		4.29		3.56	28.37	61.22	26.43
33	Amp	Detected	032SP0028.D	1174.29	D896961	2.74	83.79	38.45	75.70
33	Methamp	Negative		0.84		3.56	29.55	0.00	26.54
34	Amp	Detected	033SP0029.D	997.62	D895731	2.74	84.40	38.54	78.07
34	Methamp	Negative		1.01		3.56	29.17	0.00	26.30
35	Amp	Detected	034SP0030.D	1762.8	D896548	2.74	83.56	38.29	78.11
35	Methamp	Negative		1.34		3.56	30.22	82.97	26.34
36	Amp	Detected	035SP0031.D	2865.22	D895813	2.74	84.07	38.15	76.77
36	Methamp	Too high		11496.62		3.57	28.42	23.43	27.27
37	Amp	Blank	036BL0146.D	1492.52	(DQ) Blank Injection	2.74	366.67	66.67	200.00
37	Methamp	Blank		0		0.00	0.00	0.00	200.00
38	Amp	Too high	037SP0032.D	12315.16	D896079	2.75	82.61	36.56	75.18

Date of Printing: 08-28-2023

38	Methamp	Negative		2		3.56	29.97	178.59	26.84
39	Amp	Blank	038BL0146.D	7960.14	(DQ) Blank injection	2.74	81.25	81.25	100.00
39	Methamp	Blank		0		0.00	0.00	0.00	100.00
40	Amp	Negative	039SP0033.D	0.26	D897576	2.71	183.33	350.00	75.22
40	Methamp	Negative		0.86		3.56	0.00	21.36	26.49
41	Amp	Detected	040SP0034.D	6715.83	D880825	2.75	83.26	37.54	73.93
41	Methamp	Negative		2.26		3.56	23.96	116.57	26.37
42	Amp	Negative	041SP0035.D	1.22	D898480***	2.74	60.00	19.17	76.56
42	Methamp	Detected		0.69		3.56	27.12	22.88	26.38
43	Amp	Detected	042SP0036.D	6943.5	D880652	2.75	83.28	37.55	74.56
43	Methamp	Negative		2.39		3.56	29.32	125.41	26.40
44	Amp	Detected	043SP0037.D	251.15	D881132	2.74	84.77	38.54	76.11
44	Methamp	Detected		725.1		3.56	28.02	26.36	27.91
45	Amp	Too high	044SP0038.D	21020.37	D881514	2.75	82.69	36.63	74.95
45	Methamp	Negative		10.07		3.56	26.32	79.95	26.38
46	Amp	Blank	045BL0146.D	11691.45	(DQ) Blank injection	2.74	82.98	23.40	50.00
46	Methamp	Blank		0		0.00	0.00	0.00	50.00
47	Amp	Detected	046SP0039.D	5455.36	D896873	2.75	83.35	37.80	74.38
47	Methamp	Too high		39686.71		3.58	29.68	23.83	27.48
48	Amp	Blank	047BL0146.D	331.67	(DQ) Blank injection	2.83	50.00	250.00	66.67
48	Methamp	Blank		0		3.56	30.69	27.72	66.67
49	Amp	Negative	048SP0040.D	12.75	D897061	2.74	0.00	0.00	75.27
49	Methamp	No ISTD		24.94		3.56	25.21	20.57	26.75
50	Amp	Detected	049SP0041.D	330.15	125% CTRL	2.74	83.18	38.40	75.67
50	Methamp	Detected		350.71		3.56	27.73	24.03	26.57

End of Batch

Date of Printing: 08-28-2023

Quest Diagnostics

TXNAMMS2

Batch ID 082603

AMPHETAMINE / METHAMPHETAMINE

	Cutoff	LOD LOQ	ULL	80% of LOQ	On-Column Target*	40% Control	NRC 125% Control	125% Control
AMP	250	25	10000	20	100	87.42-131.14	496.60-744.91	269.47-404.21
MAMP	250	25	10000	20	100	90.35-135.53	535.16-802.75	277.40-416.11

*Regulated Only

Lot Numbers

I.S.	A060923S ✓
Cal 1	A012623C ✓
40%	23025196 ✓
NRC 125	22105151 ✓
Neg**	I040623 ✓
125%	21065897 ✓

JH 08/24/23

**Interference Control

2 ml acceptable dilutions

Dilution	Sample (µL)	Negative (µL)
NEAT	2000	0
2	1000	1000
4	500	1500
10	200	1800
20	100	1900
40	50	1950
100	20	1980

Serial Dilutions

200	1:2 then 1:100
400	1:10 then 1:40

Dilution Protocol

QTN	NEAT
Insurance	1:2

Agilent Autotune Ranges

219 abundance: **>40%**

502 abundance: **>2.4%**

70 isotope: **0.5 - 1.6%**

220 isotope: **3.2 - 5.4%**

503 isotope: **7.9 - 12.3%**

water(18): <20 Air(28):<10

EMVolts <3000

Peak Width Pw50: 0.5 - 0.7 amu

Batch # TXNAMMS2 0826013

Calibrator I.S. Areas	45534	<--- Enter Cal I.S. Area here
2nd (if Necessary)	84209	<--- If it is a Multi-drug

	LOW		HIGH
1st Drug	22,767	to	91,067
2nd Drug	42,105	to	168,417

10% (1st drug)	4553	> or = to this area
10% (2nd drug)	8421	> or = to this area
50% (1st drug)	22,767	> or = to this area
50% (2nd drug)	42,105	> or = to this area
200% (1st drug)	91,068	< this area
200% (2nd drug)	168,418	< this area

Version 4.0

PRE-RUN BATCH FILE SUMMARY A67

Post-Batch Name : D:\MassHunter\GCMS\1\sequence\TXNAMMS20826013.sequence.xml
Original Data Path : D:\MassHunter\GCMS\1\data\
Last Modified on : 27 Aug 23 6:18 pm

Method: AMPSINGLECAL.M; Intelligent Sequencing: On First Blank: 146

Line	SampleType	Vial	Sample Name	Multiplier
1)	AMPSINGLECAL			
2)	AMPSINGLECAL			
3)	Specimen	4	UNX	1.000
4)	Cal	2	CAL	1.000
5)	AMPSINGLECAL			
6)	Specimen	3	40% CTRL	1.000
7)	Specimen	4	NRC 125% CTRL	1.000
8)	Specimen	5	NEG INT CTRL	1.000
9)	Specimen	6	D862355	1.000
10)	Specimen	7	D893071	1.000
11)	Specimen	8	D887232	1.000
12)	Specimen	9	D887727	1.000
13)	Specimen	10	D894691	1.000
14)	Specimen	11	D894038	1.000
15)	Specimen	12	D891050	1.000
16)	Specimen	13	D891986	1.000
17)	Specimen	14	D894209	1.000
18)	Specimen	15	D893117	1.000
19)	Specimen	16	D893315	1.000
20)	Specimen	17	D893376	1.000
21)	Specimen	18	D894007	1.000
22)	Specimen	19	D893530	1.000
23)	Specimen	20	D894039	1.000
24)	Specimen	21	D894839	1.000
25)	Specimen	22	D894616	1.000
26)	Specimen	23	D894868	1.000
27)	Specimen	24	D895772	1.000
28)	Specimen	25	D895865	1.000
29)	Specimen	26	D896204	1.000
30)	Specimen	27	D895979	1.000
31)	Specimen	28	D896961	1.000
32)	Specimen	29	D895731	1.000
33)	Specimen	30	D896548	1.000
34)	Specimen	31	D895813	1.000
35)	Specimen	32	D896079	1.000
36)	Specimen	33	D897576	1.000
37)	Specimen	34	D880825	1.000
38)	Specimen	35	D898480***	1.000
39)	Specimen	36	D880652	1.000
40)	Specimen	37	D881132	1.000
41)	Specimen	38	D881514	1.000
42)	Specimen	39	D896873	1.000
43)	Specimen	40	D897061	1.000
44)	Specimen	41	125% CTRL	1.000

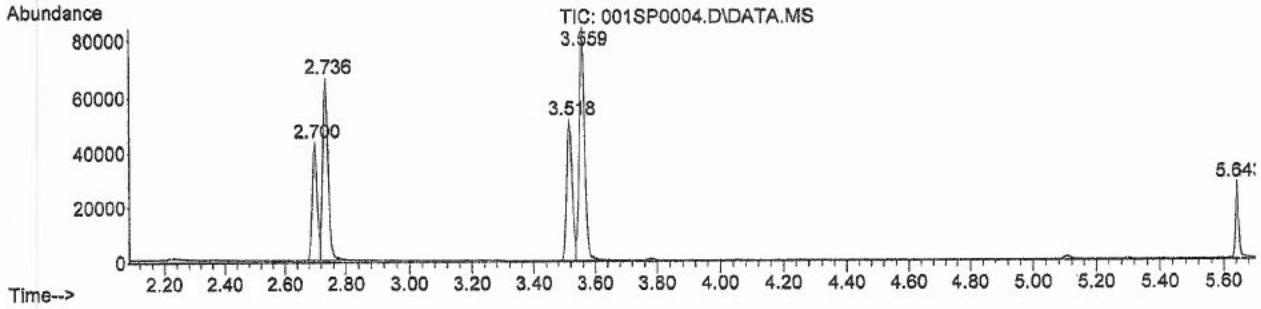
	Initials	Name	Date
Sequence Built/Vials Verified	JR	JACK RICHARDSON	AUG 17 2023
Pre-injection Sequence-Vials Verified By:	ES	E. Sellers	8-27-23
Post-injection Sequence-Vials Verified By:	JB	JAEBRIELLE BRYANT	AUG 28 2023

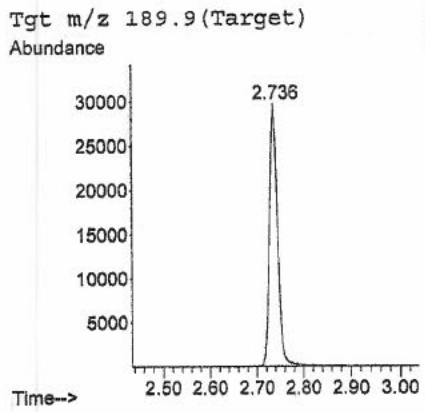
QUANTITATION REPORT FOR Amp ON : Quest/A67

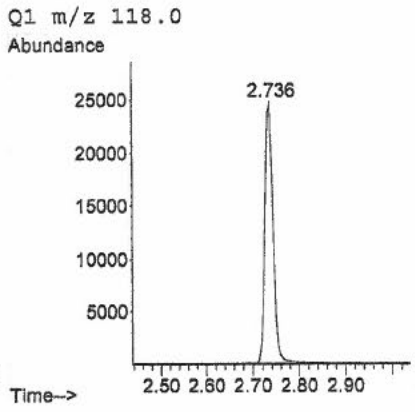
Data File : ..r\GCMS\1\data\TXNAMMS20826013\001SP0004.D
Operator :
Tune File Name : D:\MassHunter\GCMS\1\5977\atune.u
Tune Date : 27 Aug 2023 12:58 pm Mult : 1
Acq Method Name : D:\Ma...GCMS\1\methods\AMPSINGLECAL.M
Calibration date : 27 Aug 2023 2:56 am
Acquisition date : 27 Aug 2023 08:32 pm
Sample Name : UNX
Misc Info :
Vial Number : 4

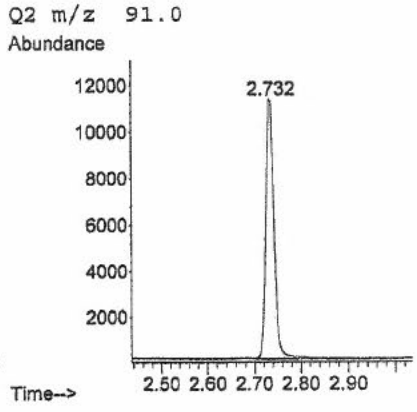
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
Amp D11						
	194.0	2.700	2.641- 2.749	29487		13745- 54980
	128.1			22819	77.4	60.6- 90.8
Amp						
	189.9	2.736	2.677- 2.786	36266		
	118.0			30437	83.9	65.9- 98.9
	91.0			14026	38.7	30.4- 45.6

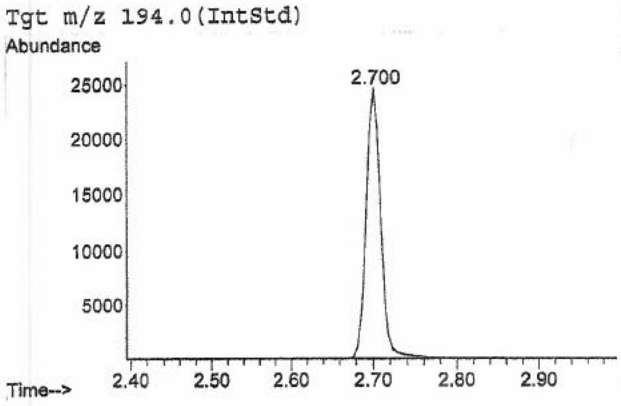
Concentration: 600.27 ng/mL

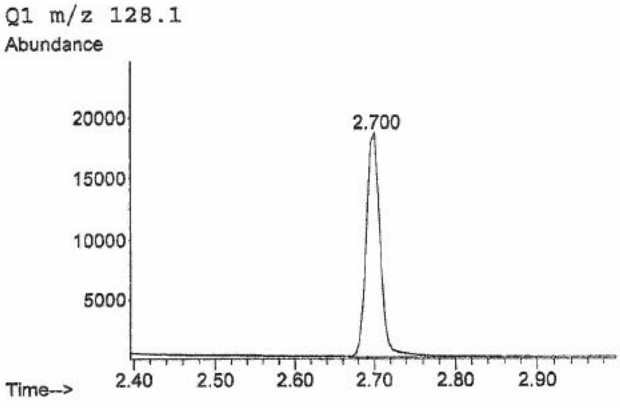












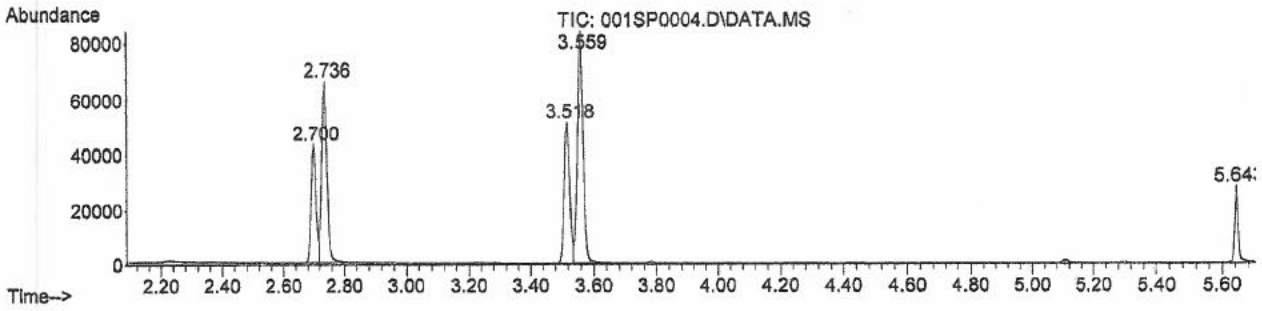
Printed on : 27 Aug 2023 8:39 pm

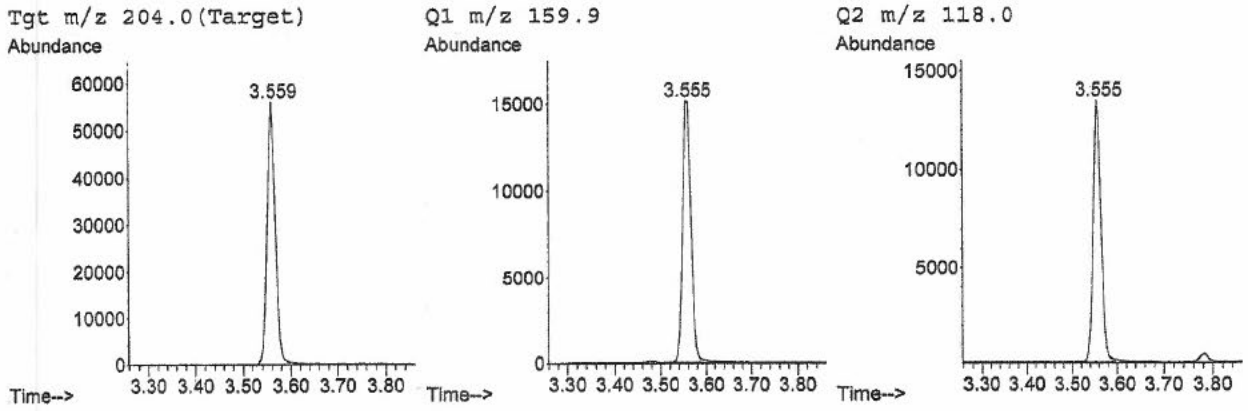
QUANTITATION REPORT FOR Methamp ON : Quest/A67

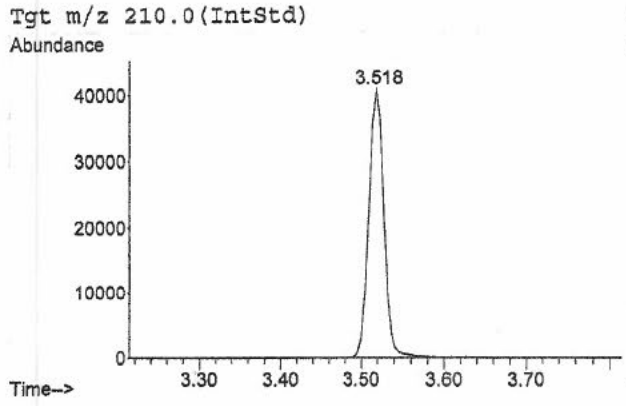
Data File : ..r\GCMS\1\data\TXNAMMS20826013\001SP0004.D
Operator :
Tune File Name : D:\MassHunter\GCMS\1\5977\atune.u
Tune Date : 27 Aug 2023 12:58 pm Mult : 1
Acq Method Name : D:\Ma...GCMS\1\methods\AMPSINGLECAL.M
Calibration date : 27 Aug 2023 2:56 am
Acquisition date : 27 Aug 2023 08:32 pm
Sample Name : UNX
Misc Info :
Vial Number : 4

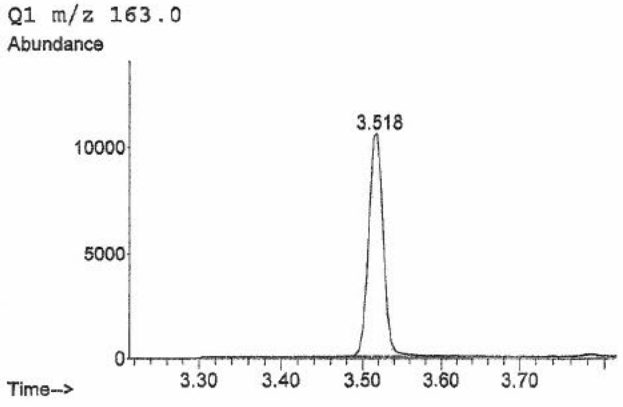
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
Methamp D11						
	210.0	3.518	3.443- 3.584	52242		24744- 98974
	163.0			13628	26.1	20.9- 31.3
Methamp						
	204.0	3.559	3.484- 3.626	68895		
	159.9			19228	27.9	22.2- 33.2
	118.0			16631	24.1	19.1- 28.7

Concentration: 659.47 ng/mL









Printed on : 27 Aug 2023 8:39 pm

Batch Calibration Sample

File :D:\MassHunter\GCMS\1\data\TXNAMMS20826013\002CA0002.D
Operator :
Acquired : 27 Aug 2023 08:41 pm using AcqMethod AMPSINGLECAL.M
Sample Name: CAL
Misc Info :
Vial Number: 2

AMPHETAMINES IN URINE
Calibration Last Updated: Sun Aug 27 20:48:07 2023

Reference Window: 4.00 Percent
Non-Reference Window: 4.00 Percent
Correlation Window: 0.03 minutes
Default Multiplier: 1.00
Default Sample Concentration: 0.00

Compound Information

---

1) Amp D11 (ISTD TR)

Ret. Time 2.70 min., Extract & Integrate from 2.40 to 3.00 min.

Signal	Rel Resp.	Pct. Unc.(rel)	Integration
Tgt 194.00			*** METH DEFAULT ***
Q1 128.10	77.90	20.0	*** METH DEFAULT ***

Lvl	ID	Conc (ng/mL)	Response
1		500.000	45534

Qualifier Peak Analysis ON ISTD conc: 500.000 ng/mL
Curve Fit: Linear, forced through origin

---

2) Amp ( )

Ret. Time 2.74 min., Extract & Integrate from 2.44 to 3.04 min.

Signal	Rel Resp.	Pct. Unc.(rel)	Integration
Tgt 189.90			*** METH DEFAULT ***
Q1 118.00	81.50	20.0	*** METH DEFAULT ***
Q2 91.00	38.10	20.0	*** METH DEFAULT ***

Lvl	ID	Conc (ng/mL)	Response
1		250.000	22881

Qualifier Peak Analysis ON
Curve Fit: Linear, forced through origin

---

3) Methamp D11 (ISTD TR)

Ret. Time 3.52 min., Extract & Integrate from 3.22 to 3.82 min.

Signal	Rel Resp.	Pct. Unc.(rel)	Integration
Tgt 210.00			*** METH DEFAULT ***
Q1 163.00	26.00	20.0	*** METH DEFAULT ***

Lvl	ID	Conc (ng/mL)	Response
1		500.000	84209

Qualifier Peak Analysis ON ISTD conc: 500.000 ng/mL
Curve Fit: Linear, forced through origin

---

4) Methamp ( )

Ret. Time 3.56 min., Extract & Integrate from 3.26 to 3.86 min.

Signal	Rel Resp.	Pct. Unc.(rel)	Integration
Tgt 204.00			*** METH DEFAULT ***

Q1	159.90	27.90	20.0	*** METH DEFAULT ***
Q2	118.00	24.50	20.0	*** METH DEFAULT ***

Lvl	ID	Conc (ng/mL)	Response
1		250.000	40867

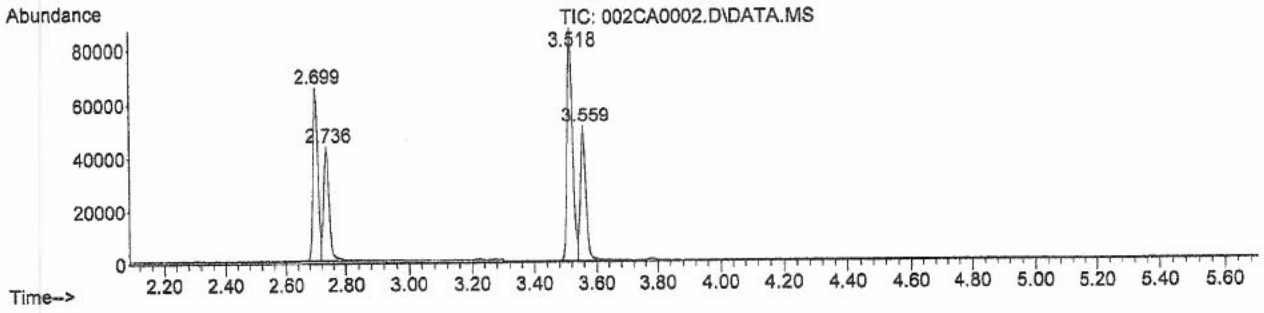
Qualifier Peak Analysis ON
Curve Fit: Linear, forced through origin

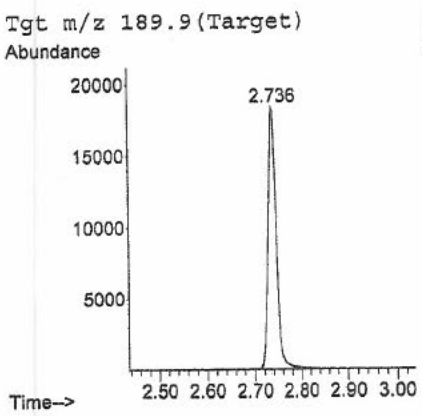
QUANTITATION REPORT FOR Amp ON : Quest/A67

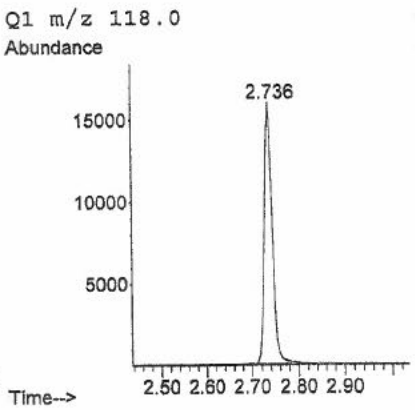
Data File : ..r\GCMS\1\data\TXNAMMS20826013\002CA0002.D
Operator :
Tune File Name : D:\MassHunter\GCMS\1\5977\atune.u
Tune Date : 27 Aug 2023 12:58 pm Mult : 1
Acq Method Name : D:\Ma...GCMS\1\methods\AMPSINGLECAL.M
Calibration date : 27 Aug 2023 8:48 pm
Acquisition date : 27 Aug 2023 08:41 pm
Sample Name : CAL
Misc Info :
Vial Number : 2

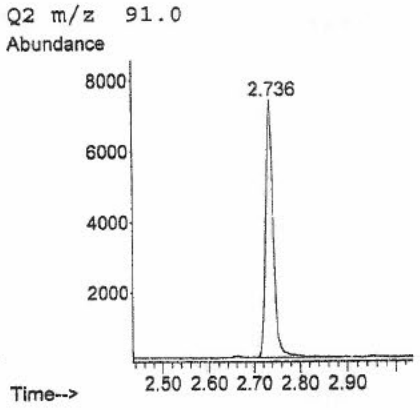
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
Amp D11						
	194.0	2.699	2.645- 2.753	45534		13745- 54980
	128.1			35488	77.9	62.3- 93.5
Amp						
	189.9	2.736	2.681- 2.791	22881		
	118.0			18656	81.5	65.2- 97.8
	91.0			8727	38.1	30.5- 45.7

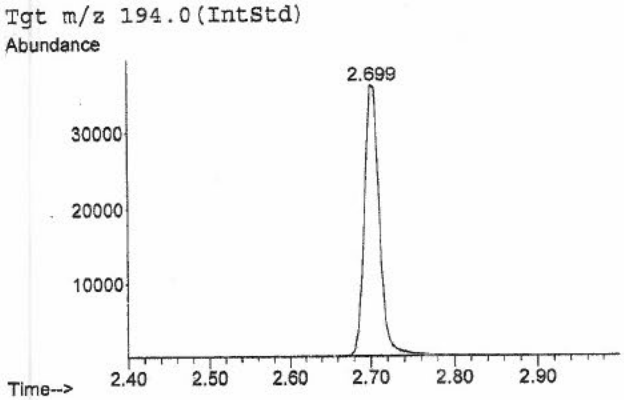
Concentration: 250.00 ng/mL CALIBRATOR

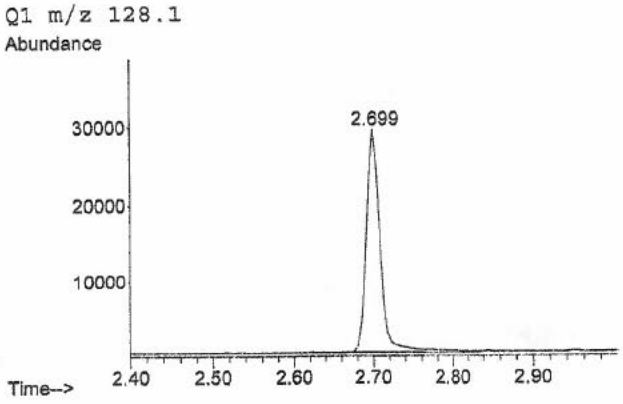












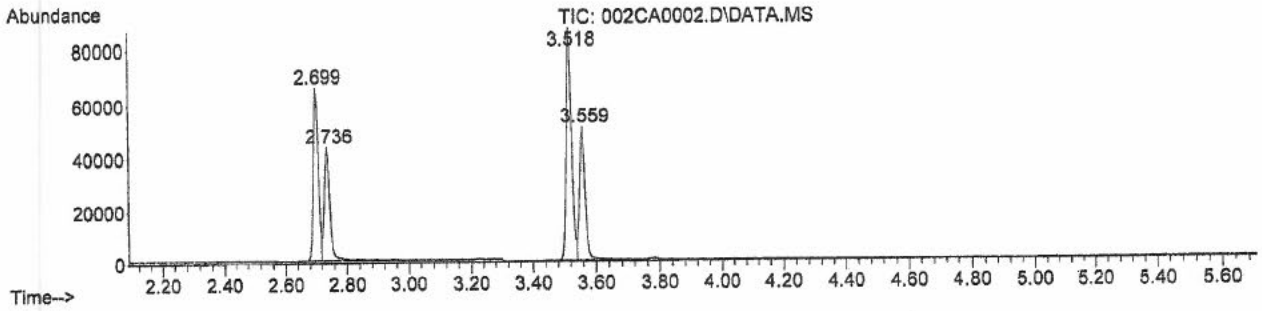
Printed on : 27 Aug 2023 8:48 pm

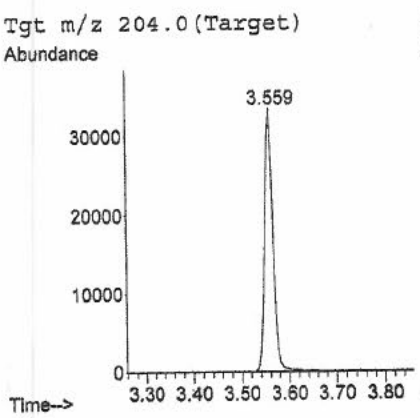
QUANTITATION REPORT FOR Methamp ON : Quest/A67

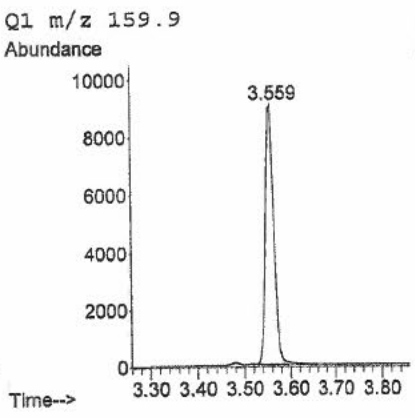
Data File : ..r\GCMS\1\data\TXNAMMS20826013\002CA0002.D
Operator :
Tune File Name : D:\MassHunter\GCMS\1\5977\atune.u
Tune Date : 27 Aug 2023 12:58 pm Mult : 1
Acq Method Name : D:\Ma...GCMS\1\methods\AMPSINGLECAL.M
Calibration date : 27 Aug 2023 8:48 pm
Acquisition date : 27 Aug 2023 08:41 pm
Sample Name : CAL
Misc Info :
Vial Number : 2

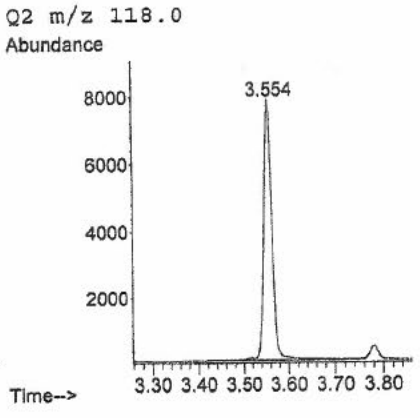
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
Methamp D11						
	210.0	3.518	3.447- 3.588	84209		24744- 98974
	163.0			21894	26.0	20.8- 31.2
Methamp						
	204.0	3.559	3.488- 3.630	40867		
	159.9			11421	27.9	22.3- 33.5
	118.0			10003	24.5	19.6- 29.4

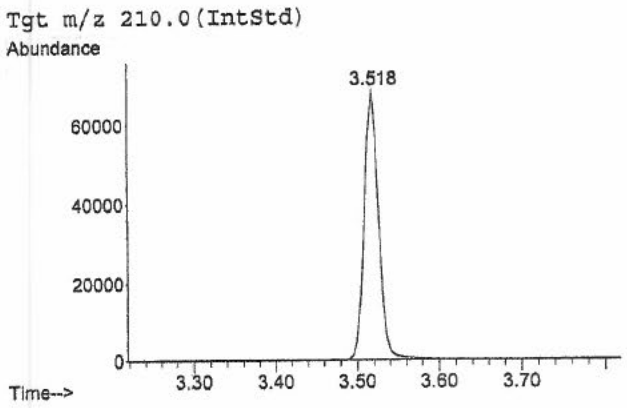
Concentration: 250.00 ng/mL CALIBRATOR

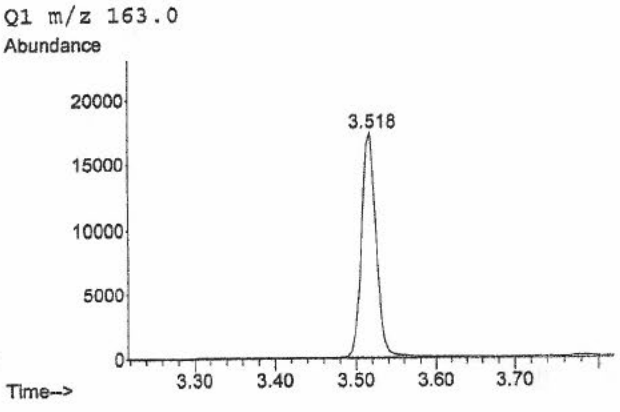












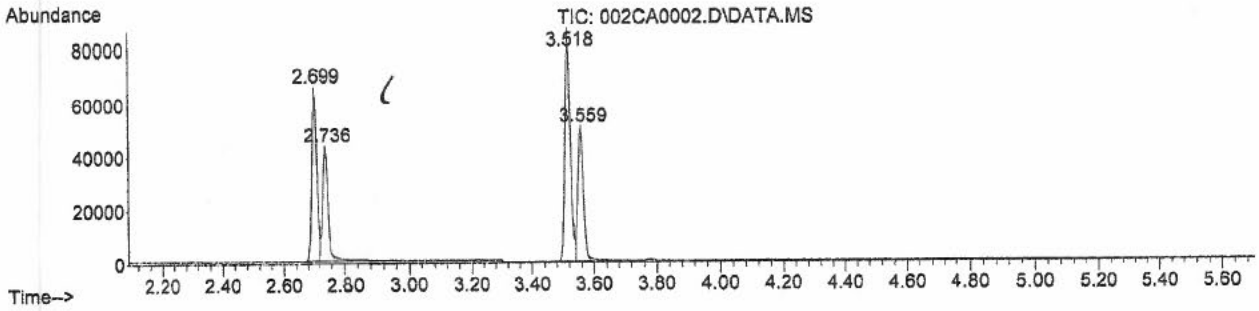
Printed on : 27 Aug 2023 8:48 pm

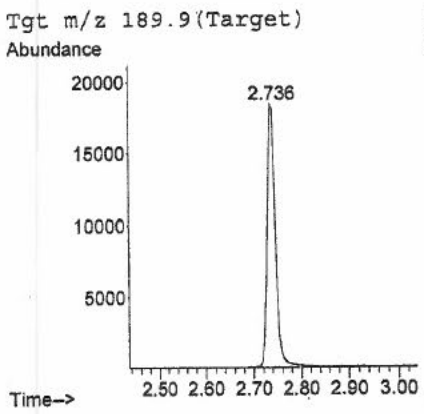
QUANTITATION REPORT FOR Amp ON : Quest/A67

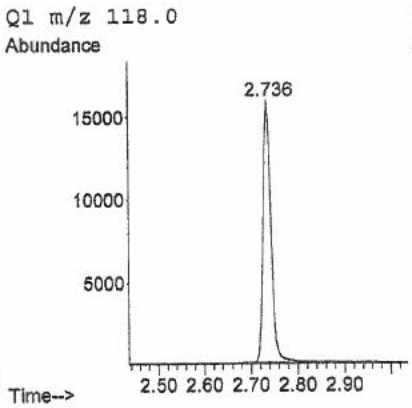
Data File : ..r\GCMS\1\data\TXNAMMS20826013\002CA0002.D
Operator :
Tune File Name : D:\MassHunter\GCMS\1\5977\atune.u
Tune Date : 27 Aug 2023 12:58 pm Mult : 1
Acq Method Name : D:\Ma...GCMS\1\methods\AMPSINGLECAL.M
Calibration date : 27 Aug 2023 8:48 pm
Acquisition date : 27 Aug 2023 08:41 pm
Sample Name : CAL
Misc Info :
Vial Number : 2

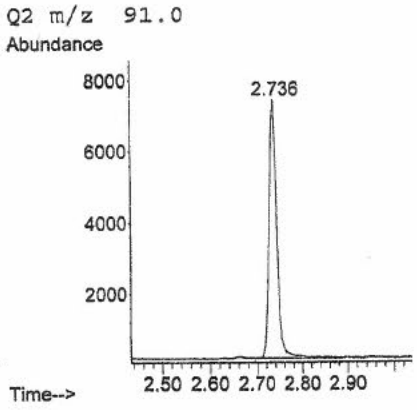
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
Amp D11						
	194.0	2.699	2.645- 2.753	45534		22767- 91068
	128.1			35488	77.9	62.3- 93.5
Amp						
	189.9	2.736	2.681- 2.791	22881		
	118.0			18656	81.5	65.2- 97.8
	91.0			8727	38.1	30.5- 45.7

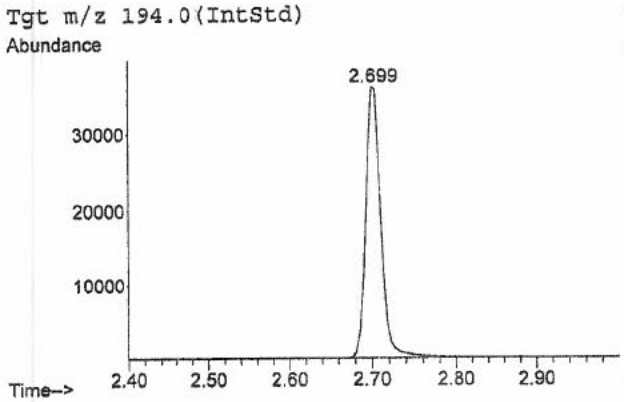
Concentration: 250.00 ng/mL CALIBRATOR

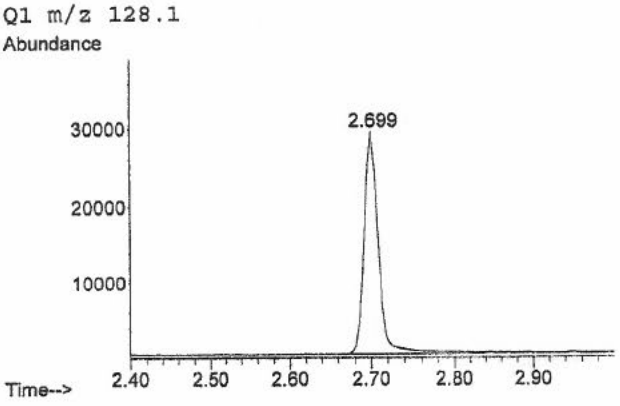












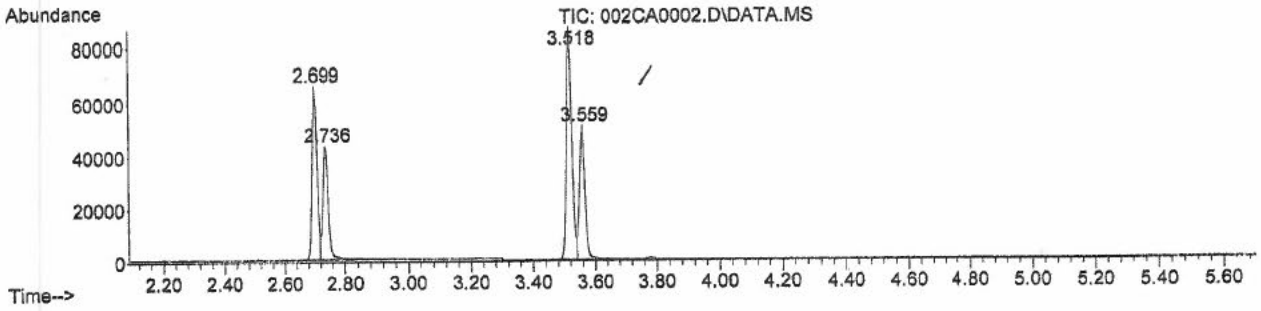
Printed on : 27 Aug 2023 8:48 pm

QUANTITATION REPORT FOR Methamp ON : Quest/A67

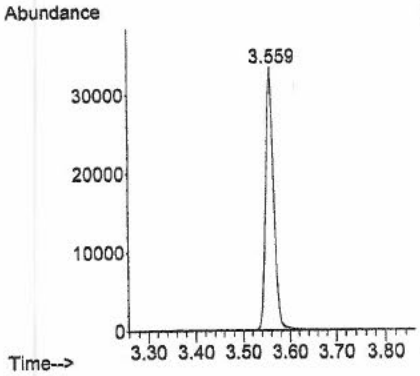
Data File : ..r\GCMS\1\data\TXNAMMS20826013\002CA0002.D
Operator :
Tune File Name : D:\MassHunter\GCMS\1\5977\atune.u
Tune Date : 27 Aug 2023 12:58 pm Mult : 1
Acq Method Name : D:\Ma...GCMS\1\methods\AMPSINGLECAL.M
Calibration date : 27 Aug 2023 8:48 pm
Acquisition date : 27 Aug 2023 08:41 pm
Sample Name : CAL
Misc Info :
Vial Number : 2

Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
Methamp D11						
	210.0	3.518	3.447- 3.588	84209		42105- 168418
	163.0			21894	26.0	20.8- 31.2
Methamp						
	204.0	3.559	3.488- 3.630	40867		
	159.9			11421	27.9	22.3- 33.5
	118.0			10003	24.5	19.6- 29.4

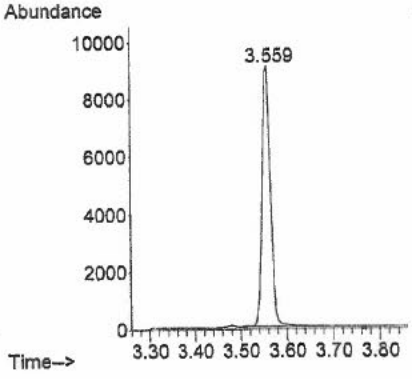
Concentration: 250.00 ng/mL CALIBRATOR



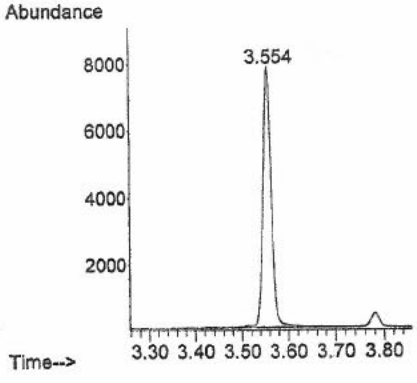
Tgt m/z 204.0(Target)



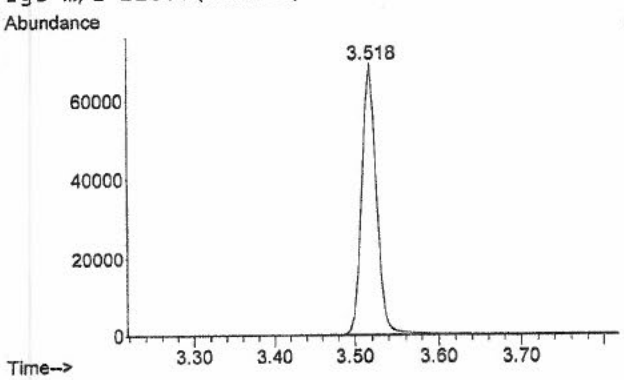
Q1 m/z 159.9



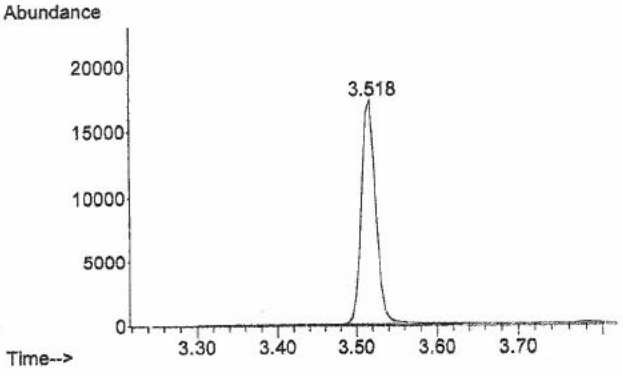
Q2 m/z 118.0



Tgt m/z 210.0(IntStd)



Q1 m/z 163.0



Printed on : 27 Aug 2023 8:48 pm

Calibration Summary Report
AMPHETAMINES IN URINE

Instrument : A67
Acquisition Method: D:\MassHunter\GCMS\1\data\TXNAMMS20826013\AMPSINGLECAL.M
Calib Update Time : Sun Aug 27 20:48:11 2023
Data Path : D:\MassHunter\GCMS\1\data\TXNAMMS20826013\

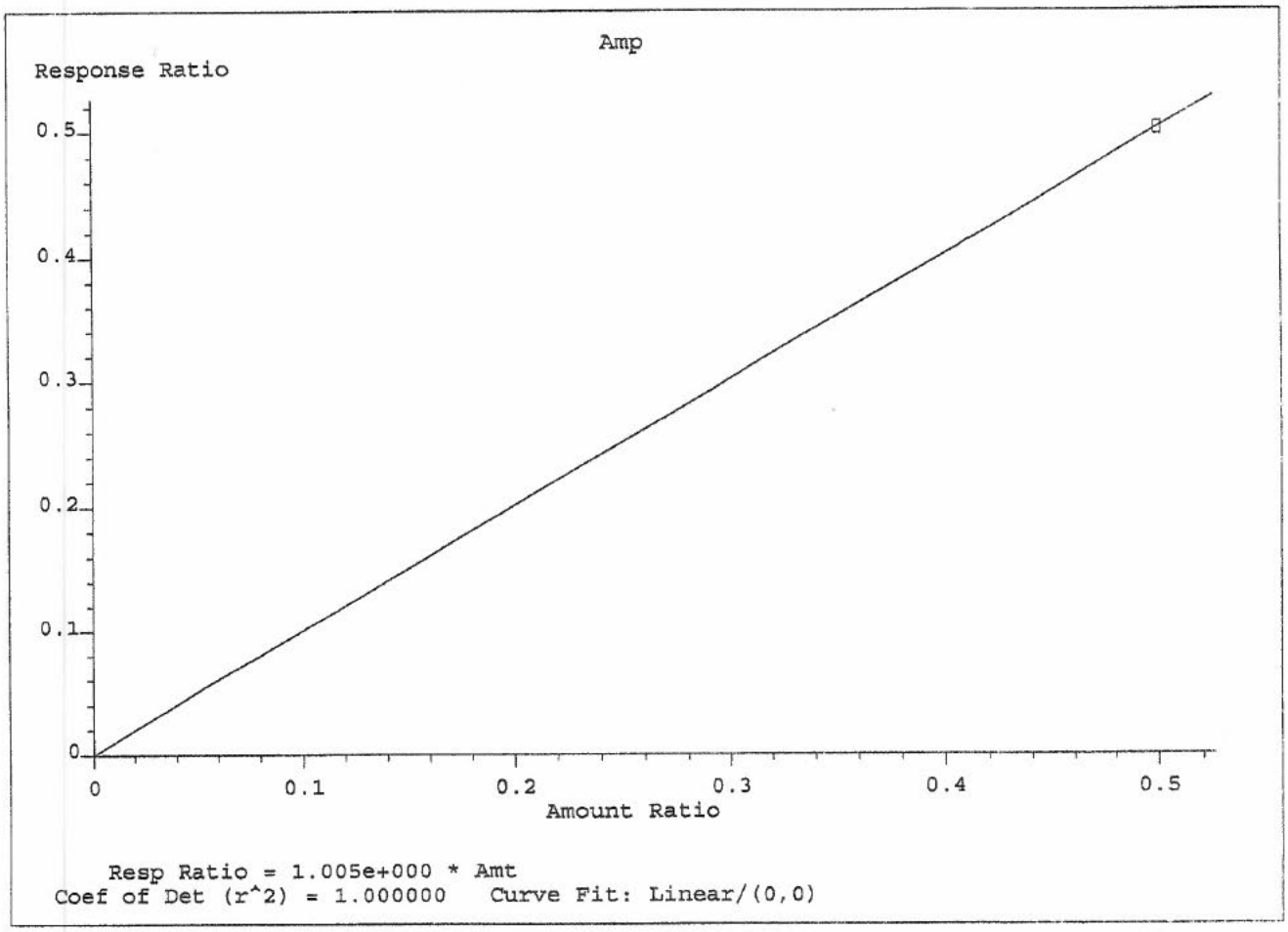
Compound Information:

1) Amp D11 (ISTD)

Lvl	File	Conc	R.T.	Response 194.00	128.10
1	002CA0002.D	500.00	2.70	45534	77.94
	Average:		2.70	45534	77.94
				ISTD Range(22767.00- 91068.00)	

2) Amp

Lvl	File	Conc	R.T.	Response 189.90	118.00	91.00	Rf
1	002CA0002.D	250.00	2.74	22881	81.53	38.14	1.005
	Average:		2.74		81.53	38.14	1.005
	Correlation Coefficient = 1.0000				Rf Range (0.804- 1.206)		



Sun Aug 27 20:48:13 2023 Page 1

Calibration Summary Report
AMPHETAMINES IN URINE

Instrument : A67
Acquisition Method: D:\MassHunter\GCMS\1\data\TXNAMMS20826013\AMPSINGLECAL.M
Calib Update Time : Sun Aug 27 20:48:11 2023
Data Path : D:\MassHunter\GCMS\1\data\TXNAMMS20826013\

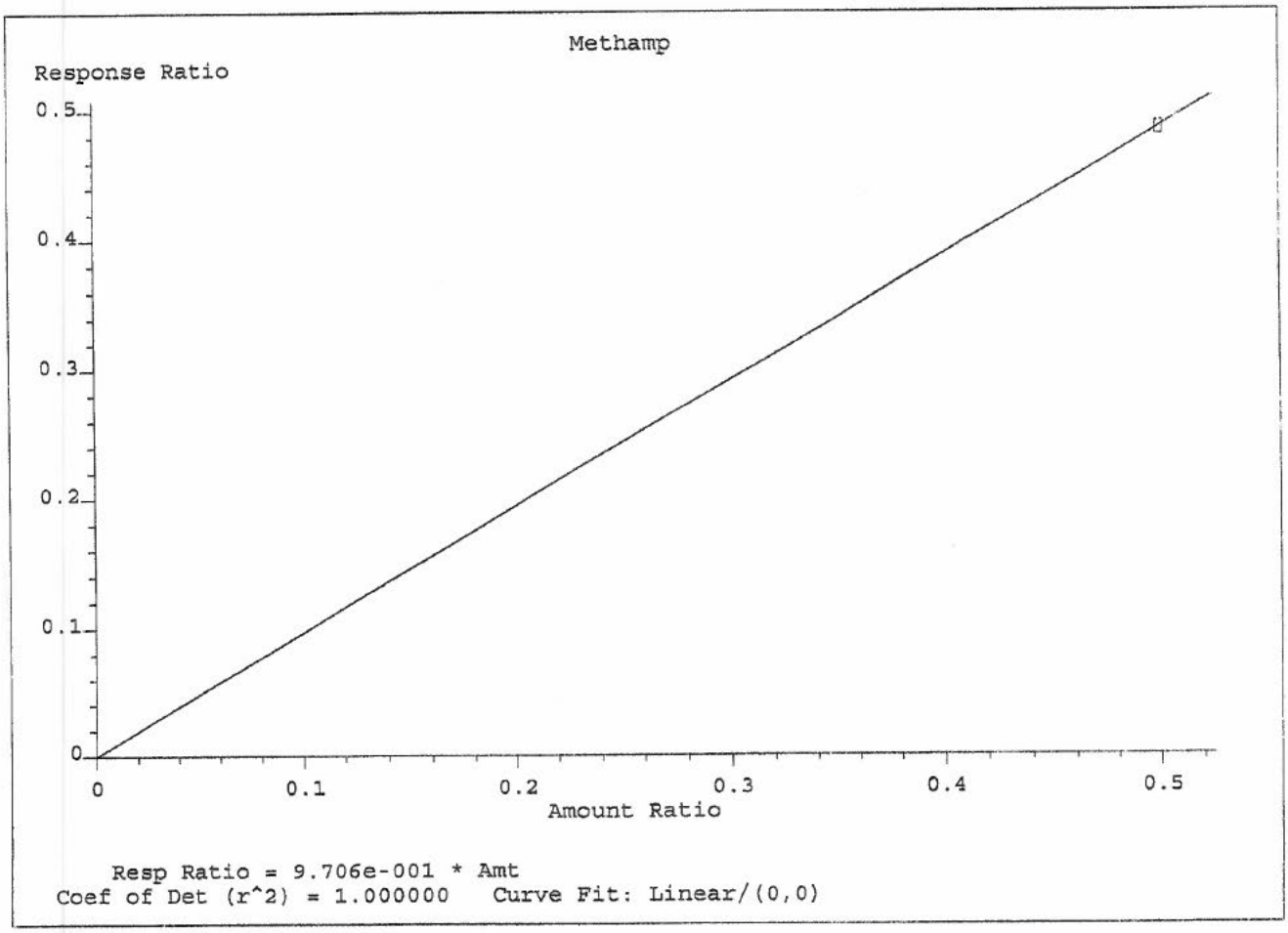
Compound Information:

3) Methamp D11 (ISTD)

Lvl	File	Conc	R.T.	Response 210.00	163.00
1	002CA0002.D	500.00	3.52	84209	26.00
	Average:		3.52	84209	26.00
				ISTD Range(42104.50-168418.00)	

4) Methamp

Lvl	File	Conc	R.T.	Response 204.00	159.90	118.00	Rf
1	002CA0002.D	250.00	3.56	40867	27.95	24.48	0.971
	Average:		3.56		27.95	24.48	0.971
	Correlation Coefficient = 1.0000				Rf Range (0.776- 1.165)		

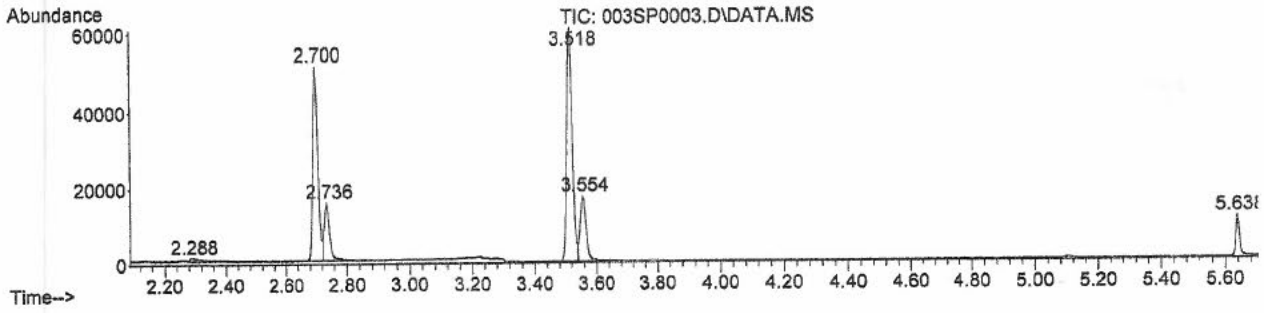


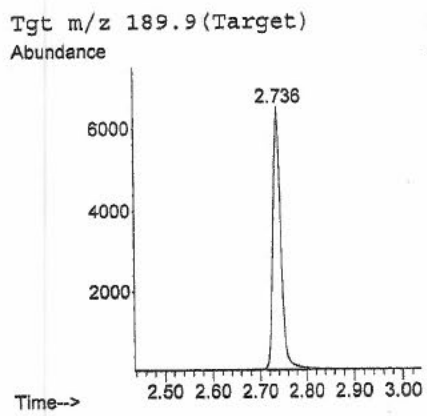
QUANTITATION REPORT FOR Amp ON : Quest/A67

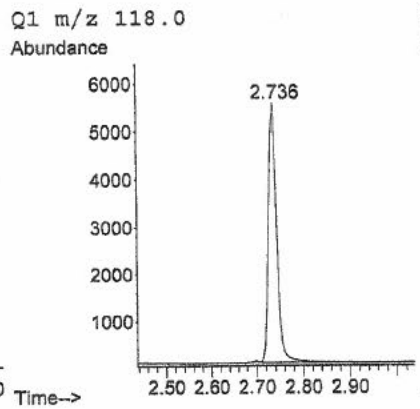
Data File : ..r\GCMS\1\data\TXNAMMS20826013\003SP0003.D
Operator :
Tune File Name : D:\MassHunter\GCMS\1\5977\atune.u
Tune Date : 27 Aug 2023 12:58 pm Mult : 1
Acq Method Name : D:\Ma...GCMS\1\methods\AMPSINGLECAL.M
Calibration date : 27 Aug 2023 8:48 pm
Acquisition date : 27 Aug 2023 08:49 pm
Sample Name : 40% CTRL
Misc Info :
Vial Number : 3

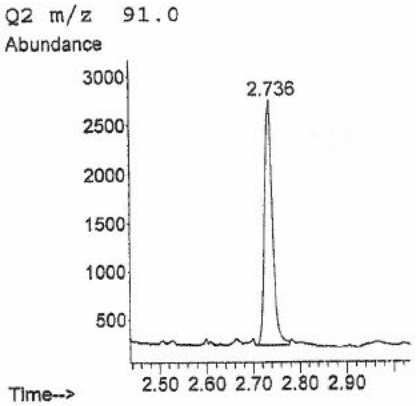
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
Amp D11						
	194.0	2.700	2.645- 2.753	35256		22767- 91068
	128.1			26363	74.8	62.3- 93.5
Amp						
	189.9	2.736	2.681- 2.791	7920		
	118.0			6538	82.6	65.2- 97.8
	91.0			2993	37.8	30.5- 45.7

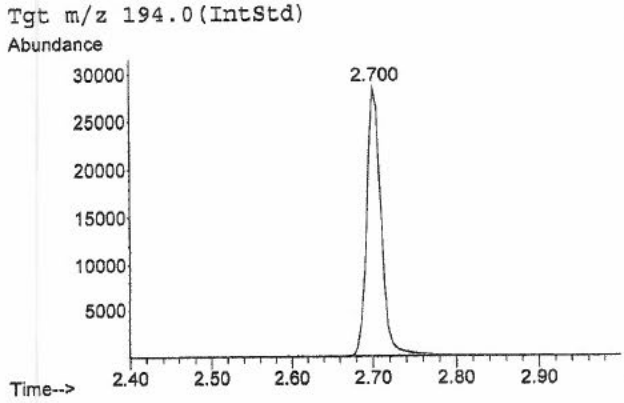
Concentration: 111.76 ng/mL

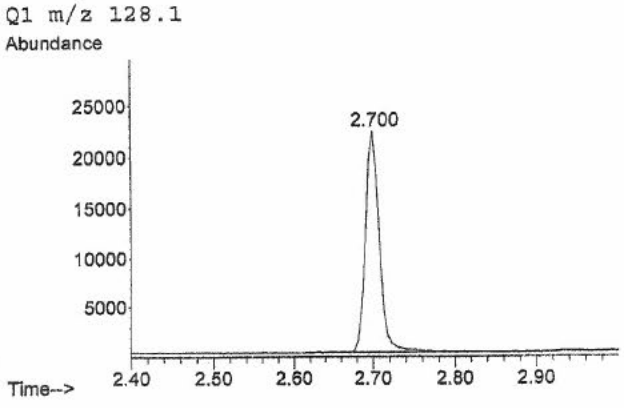












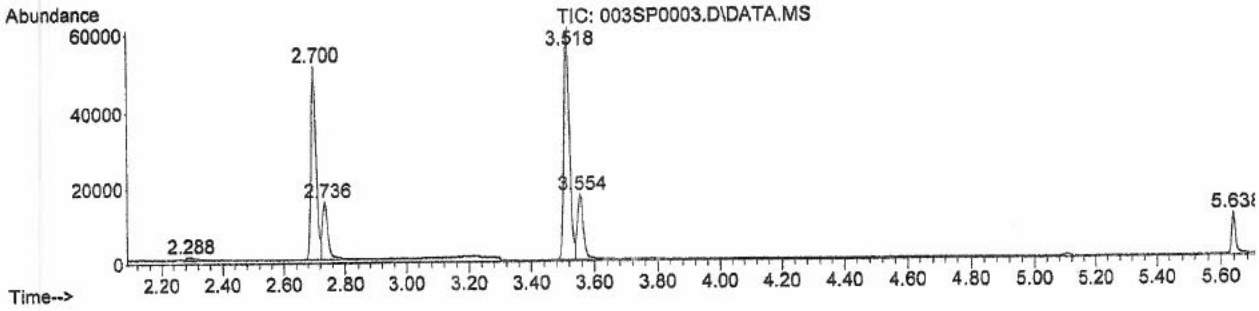
Printed on : 27 Aug 2023 8:56 pm

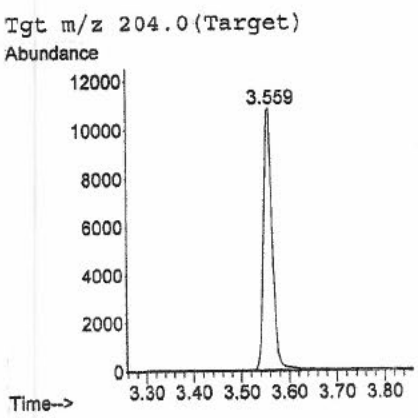
QUANTITATION REPORT FOR Methamp ON : Quest/A67

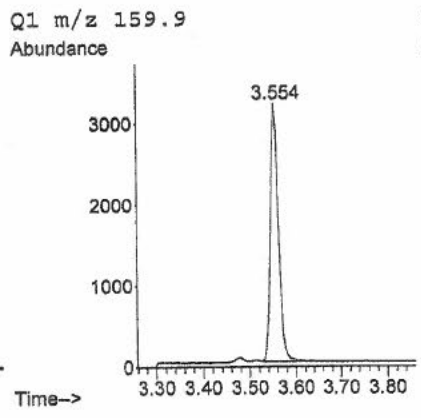
Data File : ..r\GCMS\1\data\TXNAMMS20826013\003SP0003.D
Operator :
Tune File Name : D:\MassHunter\GCMS\1\5977\atune.u
Tune Date : 27 Aug 2023 12:58 pm Mult : 1
Acq Method Name : D:\Ma...GCMS\1\methods\AMPSINGLECAL.M
Calibration date : 27 Aug 2023 8:48 pm
Acquisition date : 27 Aug 2023 08:49 pm
Sample Name : 40% CTRL
Misc Info :
Vial Number : 3

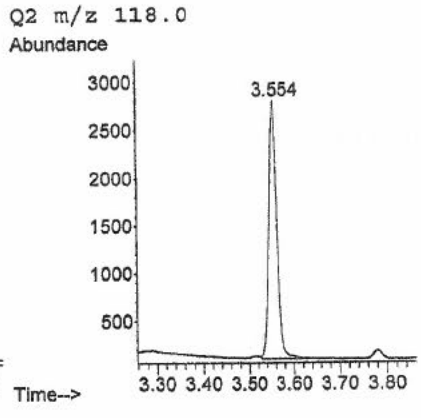
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
Methamp D11						
	210.0	3.518	3.447- 3.588	62475		42105- 168418
	163.0			16243	26.0	20.8- 31.2
Methamp						
	204.0	3.559	3.488- 3.630	13871		
	159.9			3893	28.1	22.3- 33.5
	118.0			3315	23.9	19.6- 29.4

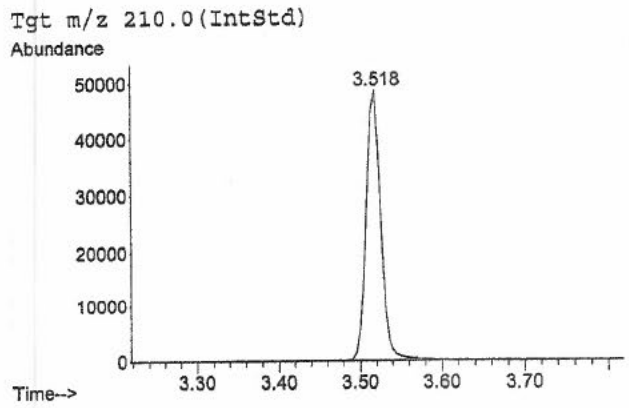
Concentration: 114.37 ng/mL

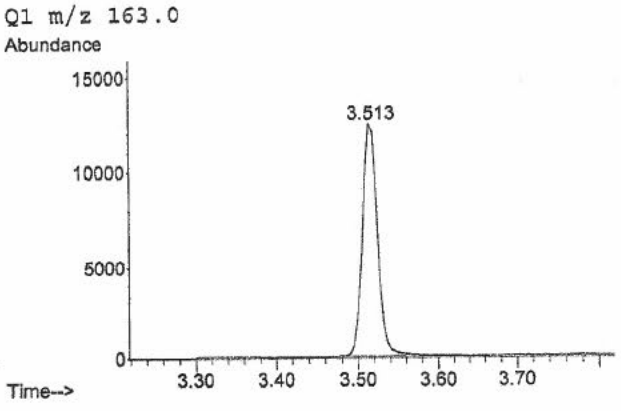












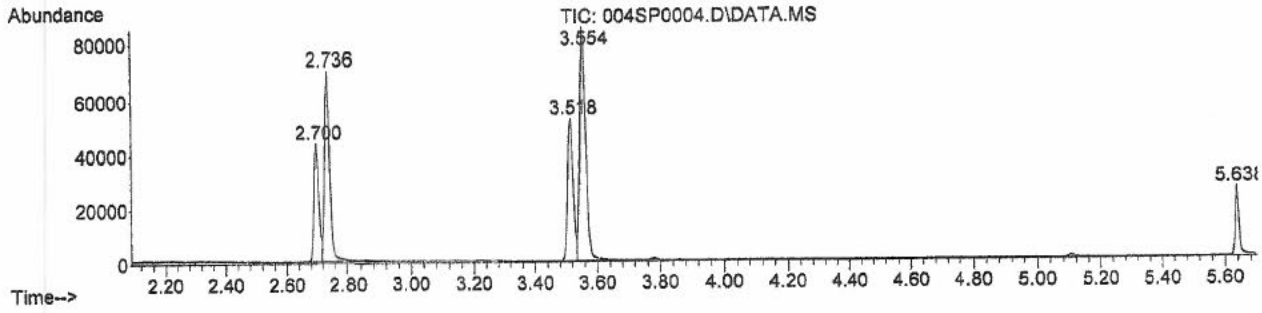
Printed on : 27 Aug 2023 8:56 pm

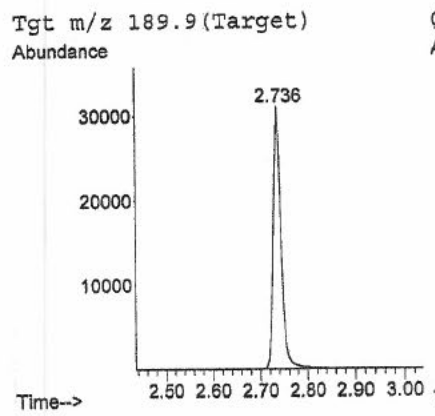
QUANTITATION REPORT FOR Amp ON : Quest/A67

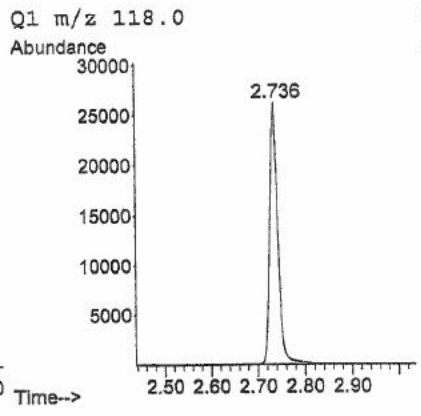
Data File : ..r\GCMS\1\data\TXNAMMS20826013\004SP0004.D
Operator :
Tune File Name : D:\MassHunter\GCMS\1\5977\atune.u
Tune Date : 27 Aug 2023 12:58 pm Mult : 1
Acq Method Name : D:\Ma...GCMS\1\methods\AMPSINGLECAL.M
Calibration date : 27 Aug 2023 8:48 pm
Acquisition date : 27 Aug 2023 08:58 pm
Sample Name : NRC 125% CTRL
Misc Info :
Vial Number : 4

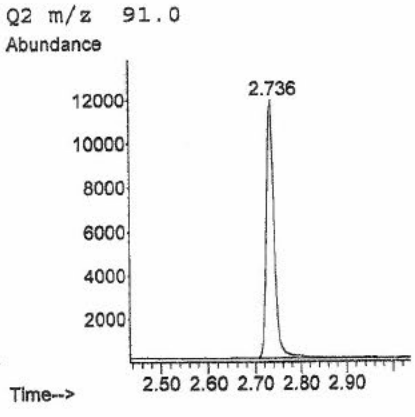
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
Amp D11						
	194.0	2.700	2.645- 2.753	30106		22767- 91068
	128.1			22908	76.1	62.3- 93.5
Amp						
	189.9	2.736	2.681- 2.791	36899		
	118.0			30859	83.6	65.2- 97.8
	91.0			14100	38.2	30.5- 45.7

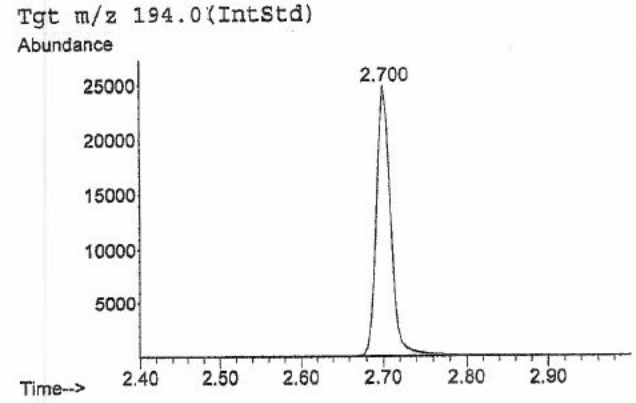
Concentration: 609.76 ng/mL

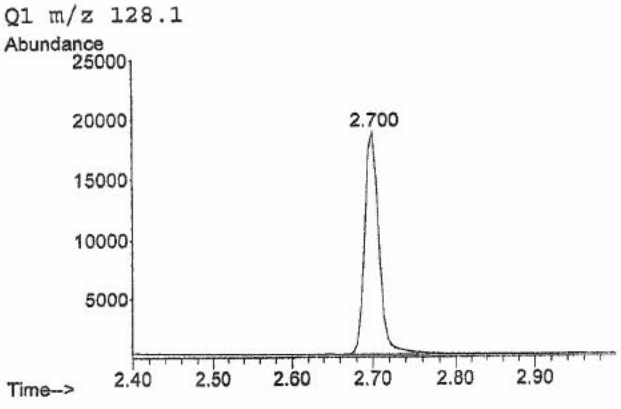












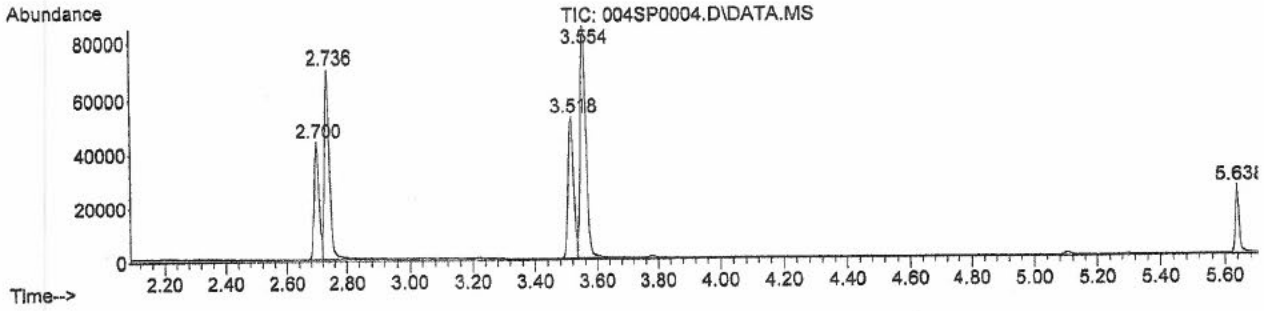
Printed on : 27 Aug 2023 9:05 pm

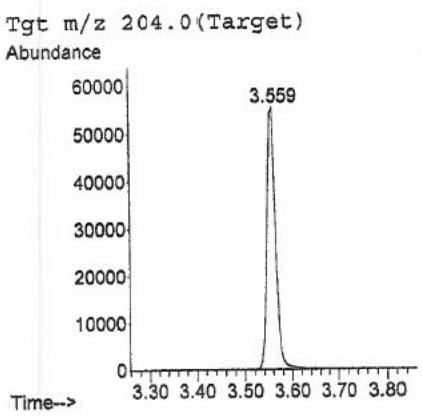
QUANTITATION REPORT FOR Methamp ON : Quest/A67

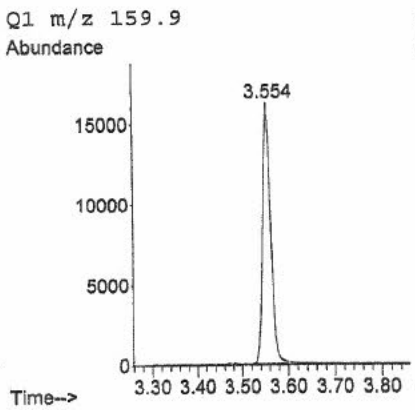
Data File : ..r\GCMS\1\data\TXNAMMS20826013\004SP0004.D
Operator :
Tune File Name : D:\MassHunter\GCMS\1\5977\atune.u
Tune Date : 27 Aug 2023 12:58 pm Mult : 1
Acq Method Name : D:\Ma...GCMS\1\methods\AMPSINGLECAL.M
Calibration date : 27 Aug 2023 8:48 pm
Acquisition date : 27 Aug 2023 08:58 pm
Sample Name : NRC 125% CTRL
Misc Info :
Vial Number : 4

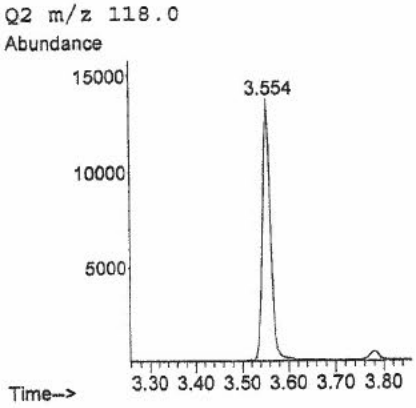
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
Methamp D11						
	210.0	3.518	3.447- 3.588	54128		42105- 168418
	163.0			14180	26.2	20.8- 31.2
Methamp						
	204.0	3.559	3.488- 3.630	71268		
	159.9			19886	27.9	22.3- 33.5
	118.0			16936	23.8	19.6- 29.4

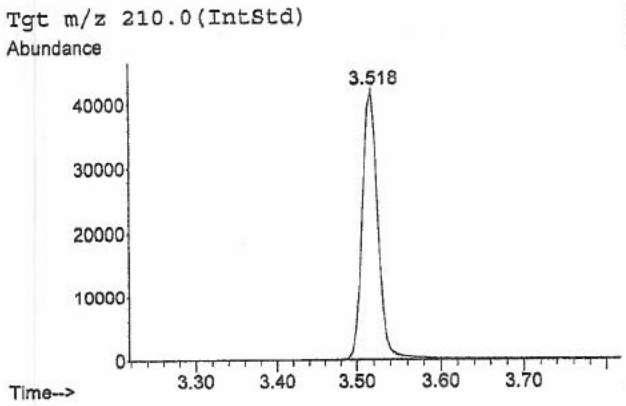
Concentration: 678.26 ng/mL

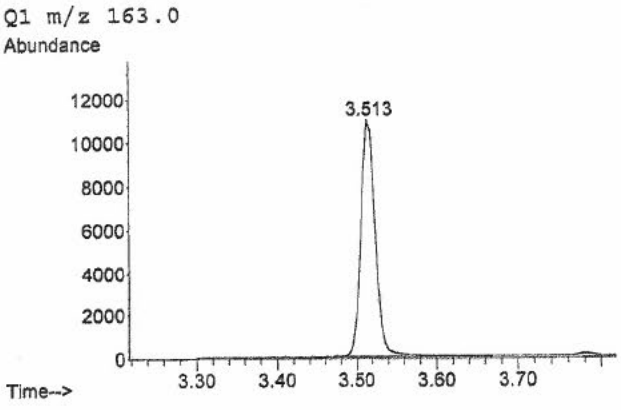












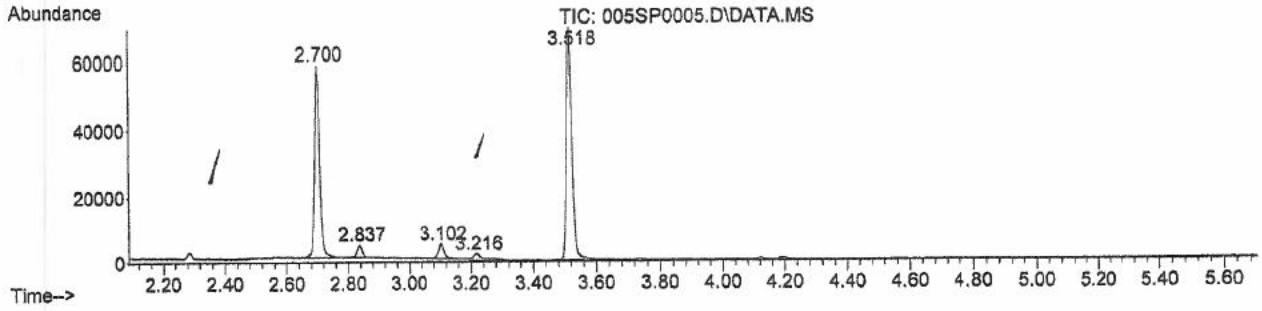
Printed on : 27 Aug 2023 9:05 pm

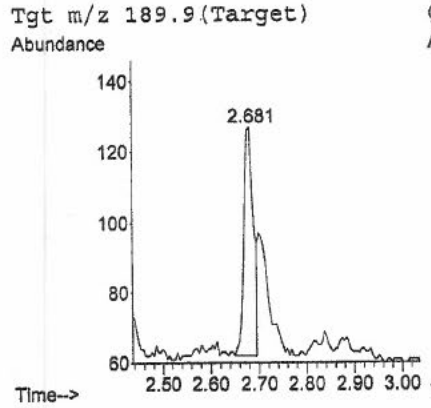
QUANTITATION REPORT FOR Amp ON : Quest/A67

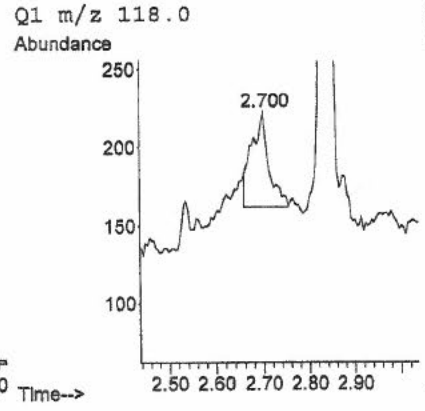
Data File : ..r\GCMS\1\data\TXNAMMS20826013\005SP0005.D
Operator :
Tune File Name : D:\MassHunter\GCMS\1\5977\atune.u
Tune Date : 27 Aug 2023 12:58 pm Mult : 1
Acq Method Name : D:\Ma...GCMS\1\methods\AMPSINGLECAL.M
Calibration date : 27 Aug 2023 8:48 pm
Acquisition date : 27 Aug 2023 09:06 pm
Sample Name : NEG INT CTRL
Misc Info :
Vial Number : 5

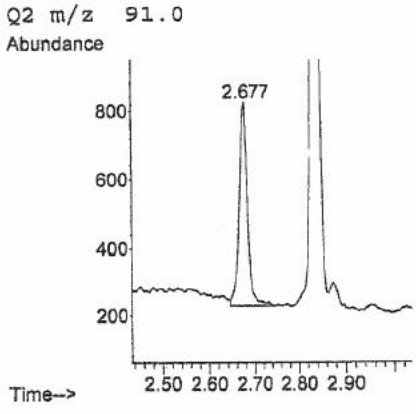
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
Amp D11						
	194.0	2.700	2.645- 2.753	38980		22767- 91068
	128.1			29434	75.5	62.3- 93.5
Amp						
	189.9	2.681	2.681- 2.791	92		
	118.0			153	166.3*	65.2- 97.8
	91.0			762	828.3*	30.5- 45.7

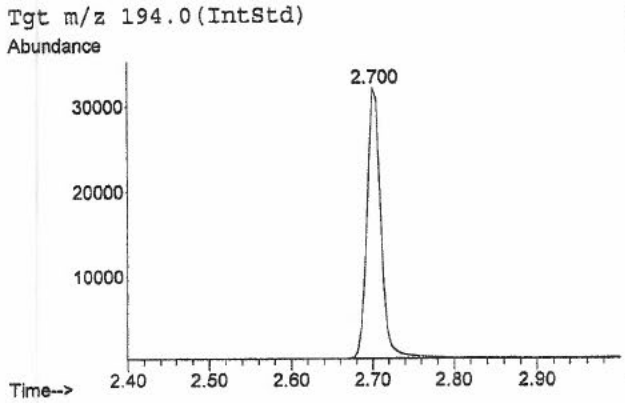
Concentration: 1.17 ng/mL

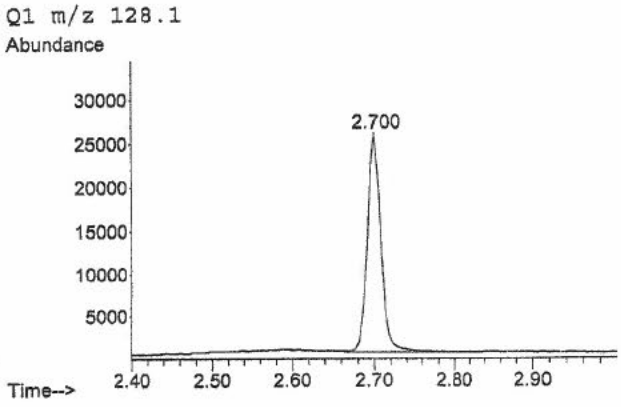












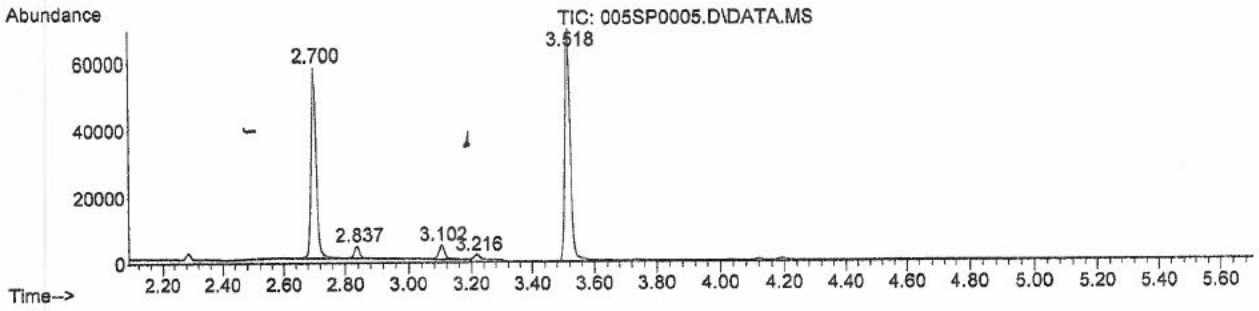
Printed on : 27 Aug 2023 9:13 pm

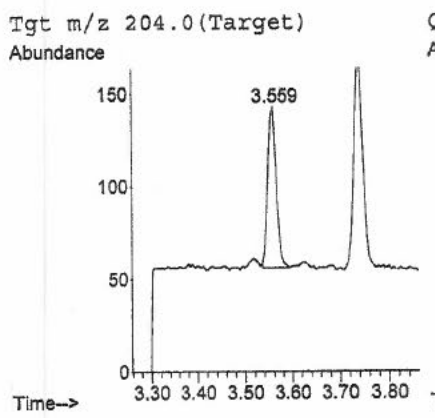
QUANTITATION REPORT FOR Methamp ON : Quest/A67

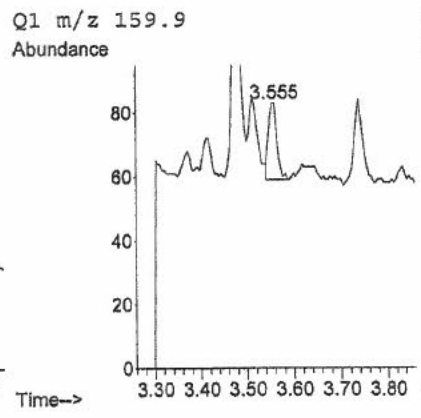
Data File : ..r\GCMS\1\data\TXNAMMS20826013\005SP0005.D
Operator :
Tune File Name : D:\MassHunter\GCMS\1\5977\atune.u
Tune Date : 27 Aug 2023 12:58 pm Mult : 1
Acq Method Name : D:\Ma...GCMS\1\methods\AMPSINGLECAL.M
Calibration date : 27 Aug 2023 8:48 pm
Acquisition date : 27 Aug 2023 09:06 pm
Sample Name : NEG INT CTRL
Misc Info :
Vial Number : 5

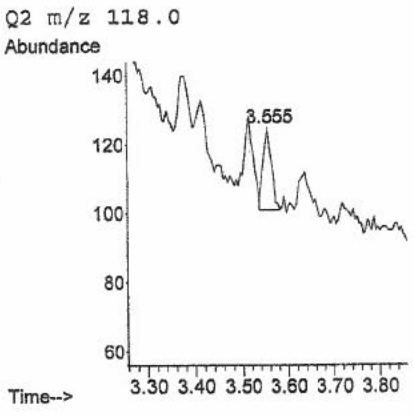
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
Methamp D11						
	210.0	3.518	3.447- 3.588	69314		42105- 168418
	163.0			18315	26.4	20.8- 31.2
Methamp						
	204.0	3.559	3.488- 3.630	109		
	159.9			30	27.5	22.3- 33.5
	118.0			31	28.4	19.6- 29.4

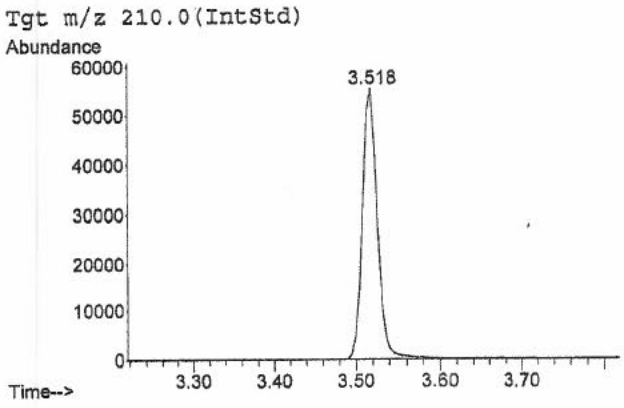
Concentration: 0.81 ng/mL

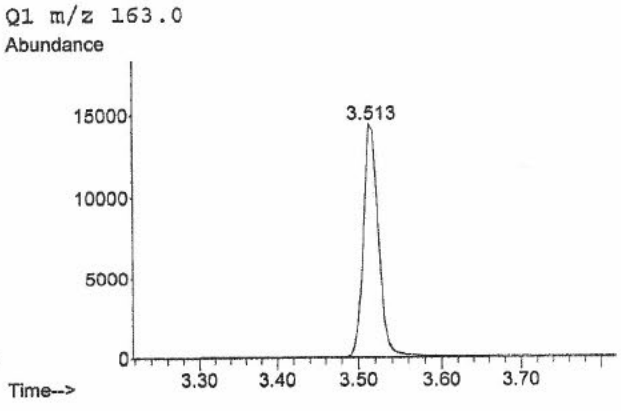












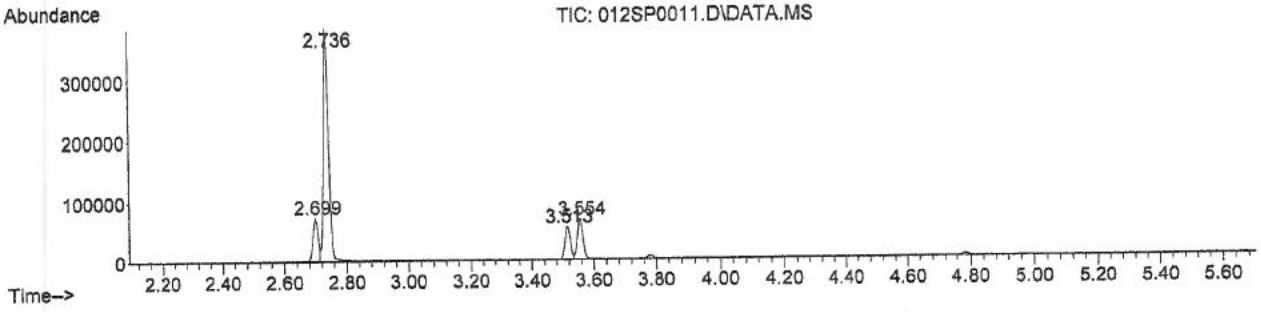
Printed on : 27 Aug 2023 9:13 pm

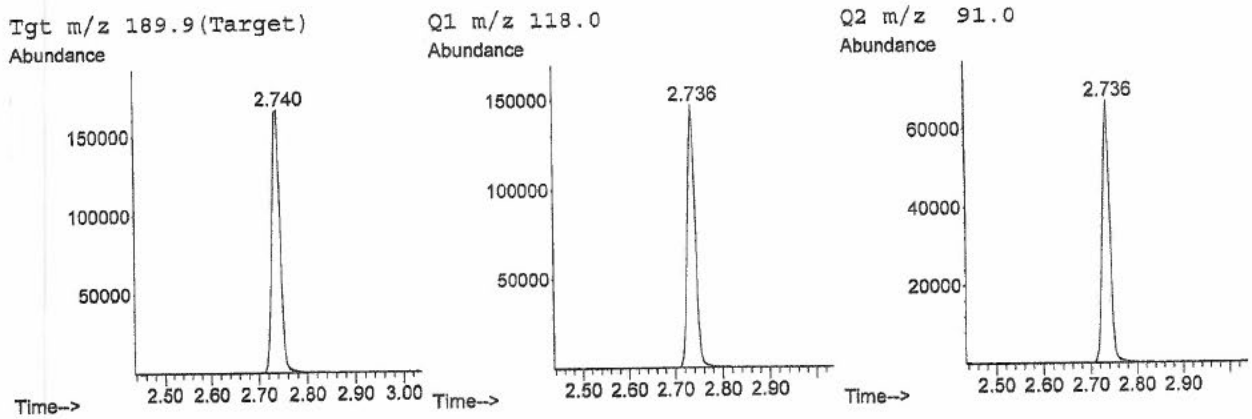
QUANTITATION REPORT FOR Amp ON : Quest/A67

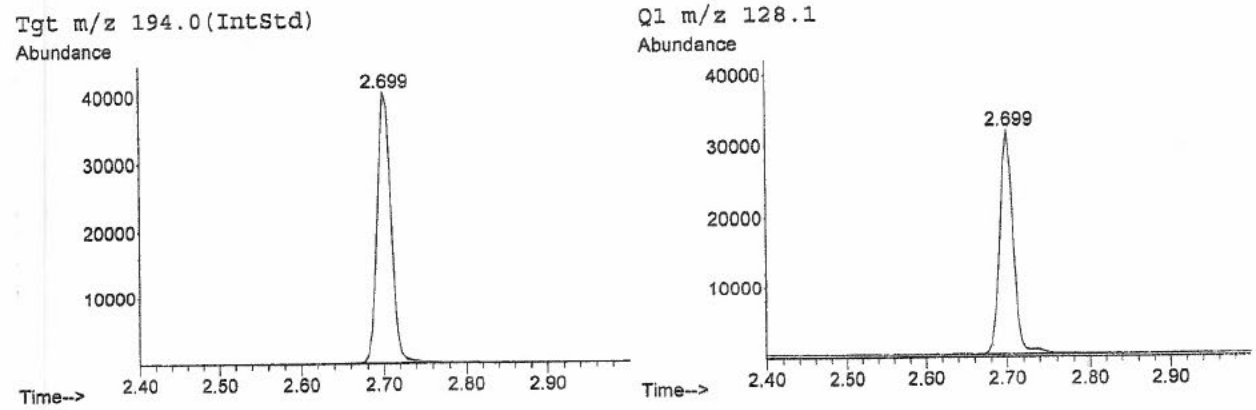
Data File : ..r\GCMS\1\data\TXNAMMS20826013\012SP0011.D
Operator :
Tune File Name : D:\MassHunter\GCMS\1\5977\atune.u
Tune Date : 27 Aug 2023 12:58 pm Mult : 1
Acq Method Name : D:\Ma...GCMS\1\methods\AMPSINGLECAL.M
Calibration date : 27 Aug 2023 8:48 pm
Acquisition date : 27 Aug 2023 10:05 pm
Sample Name : D894038
Misc Info :
Vial Number : 11

Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
Amp D11						
	194.0	2.699	2.645- 2.753	47879		22767- 91068
	128.1			37054	77.4	62.3- 93.5
Amp						
	189.9	2.740	2.681- 2.791	199148		
	118.0			167644	84.2	65.2- 97.8
	91.0			76066	38.2	30.5- 45.7

Concentration: 2069.33 ng/mL







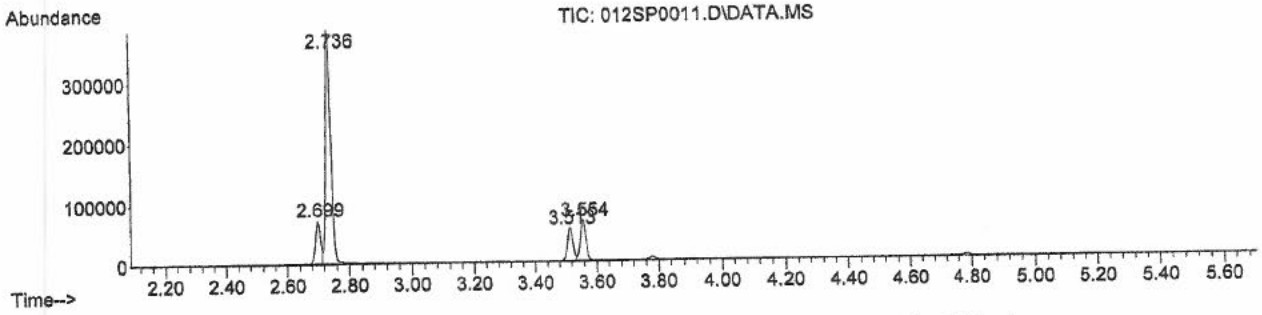
Printed on : 27 Aug 2023 10:12 pm

QUANTITATION REPORT FOR Methamp ON : Quest/A67

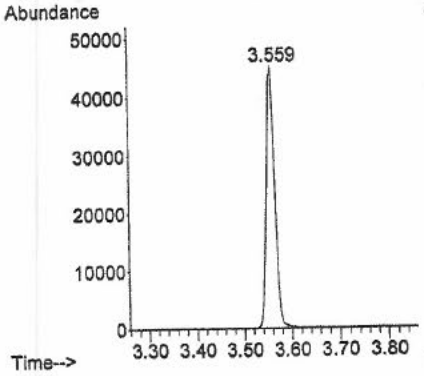
Data File : ..r\GCMS\1\data\TXNAMMS20826013\012SP0011.D
Operator :
Tune File Name : D:\MassHunter\GCMS\1\5977\atune.u
Tune Date : 27 Aug 2023 12:58 pm Mult : 1
Acq Method Name : D:\Ma...GCMS\1\methods\AMPSINGLECAL.M
Calibration date : 27 Aug 2023 8:48 pm
Acquisition date : 27 Aug 2023 10:05 pm
Sample Name : D894038
Misc Info :
Vial Number : 11

Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
Methamp D11						
	210.0	3.518	3.447- 3.588	54729		42105- 168418
	163.0			14521	26.5	20.8- 31.2
Methamp						
	204.0	3.559	3.488- 3.630	56501		
	159.9			15871	28.1	22.3- 33.5
	118.0			13533	24.0	19.6- 29.4

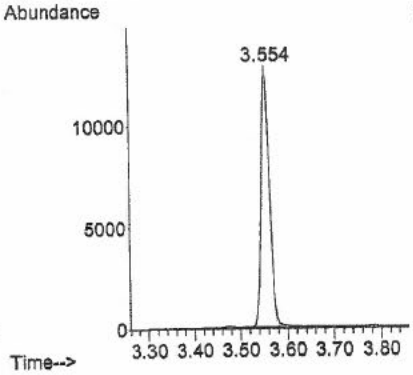
Concentration: 531.81 ng/mL



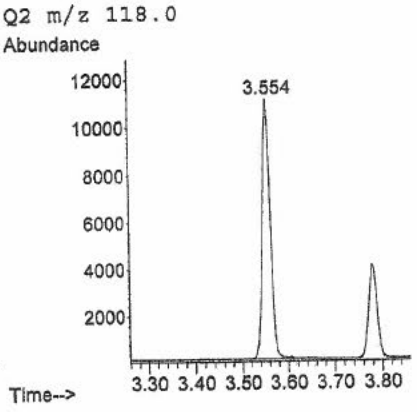
Tgt m/z 204.0(Target)



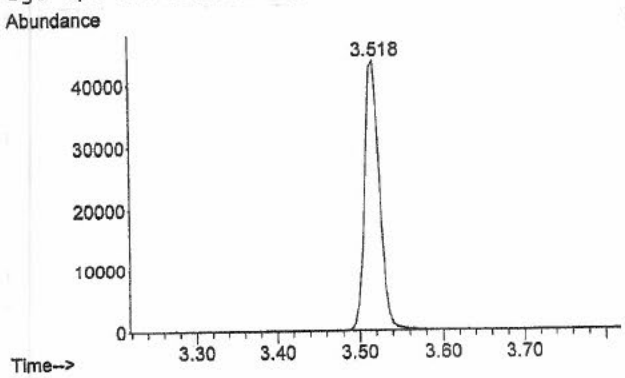
Q1 m/z 159.9



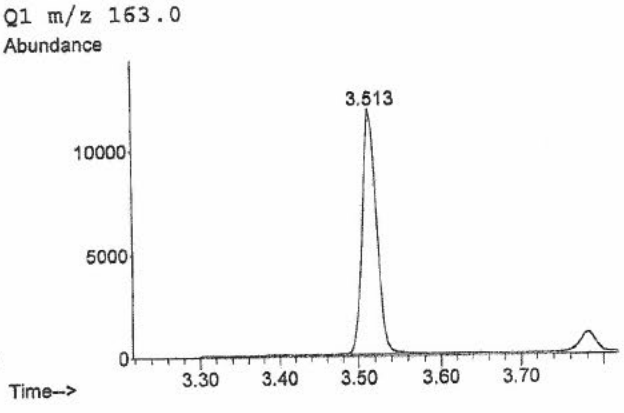
Q2 m/z 118.0



Tgt m/z 210.0(IntStd)



Q1 m/z 163.0



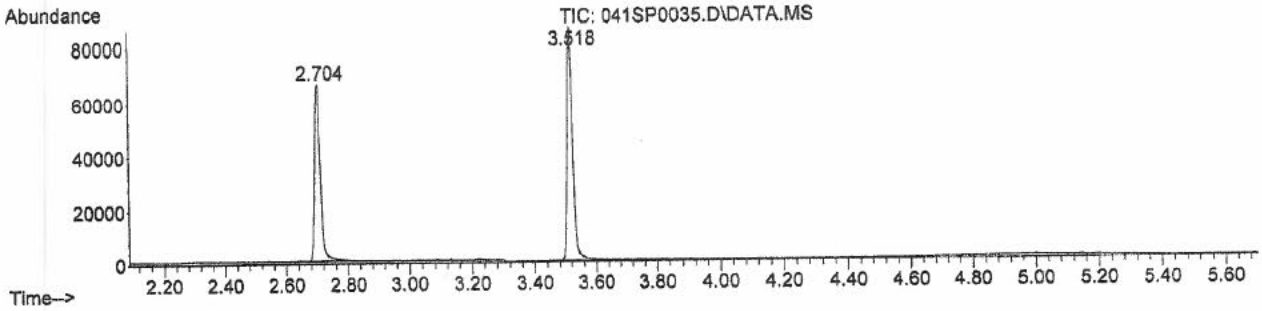
Printed on : 27 Aug 2023 10:12 pm

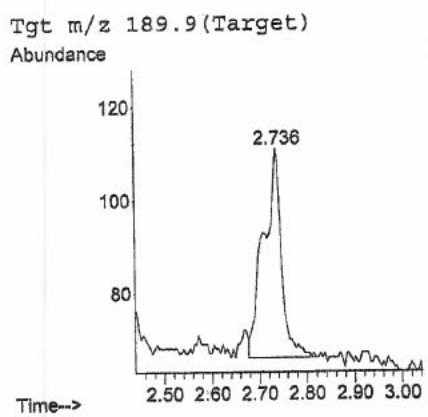
QUANTITATION REPORT FOR Amp ON : Quest/A67

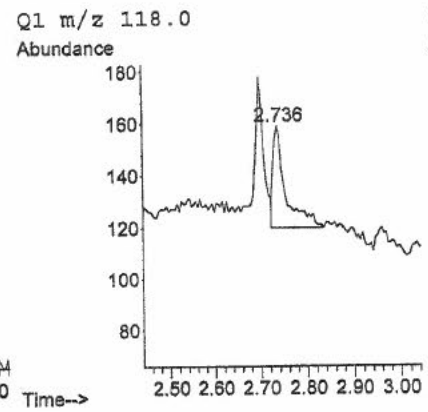
Data File : ..r\GCMS\1\data\TXNAMMS20826013\041SP0035.D
Operator :
Tune File Name : D:\MassHunter\GCMS\1\5977\atune.u
Tune Date : 27 Aug 2023 12:58 pm Mult : 1
Acq Method Name : D:\Ma...GCMS\1\methods\AMPSINGLECAL.M
Calibration date : 27 Aug 2023 8:48 pm
Acquisition date : 28 Aug 2023 02:11 am
Sample Name : D898480***
Misc Info :
Vial Number : 35

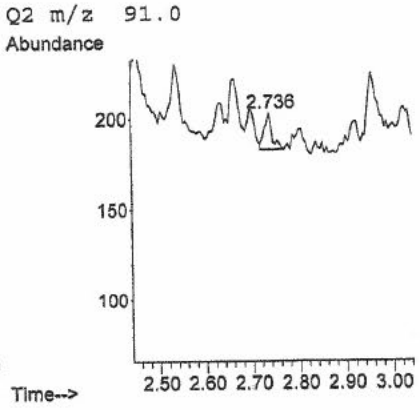
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
Amp D11						
	194.0	2.704	2.645- 2.753	48584		22767- 91068
	128.1			37195	76.6	62.3- 93.5
Amp						
	189.9	2.736	2.681- 2.791	120		
	118.0			72	60.0*	65.2- 97.8
	91.0			23	19.2*	30.5- 45.7

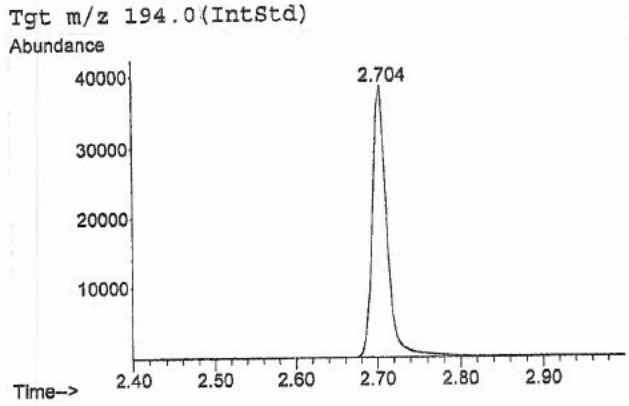
Concentration: 1.22 ng/mL

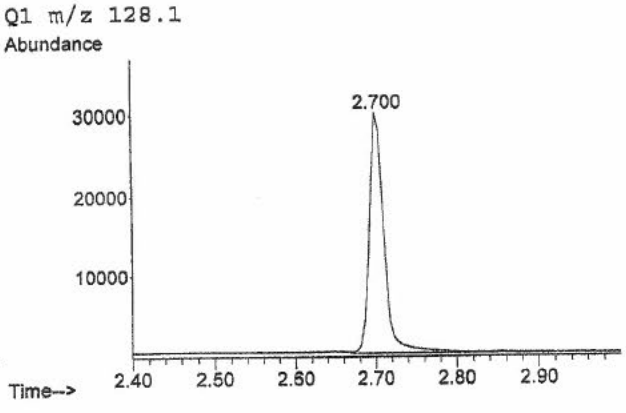












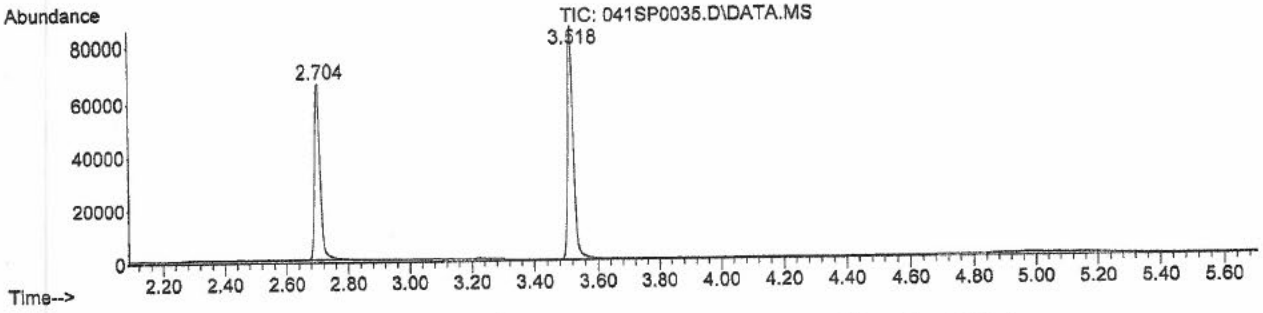
Printed on : 28 Aug 2023 2:19 am

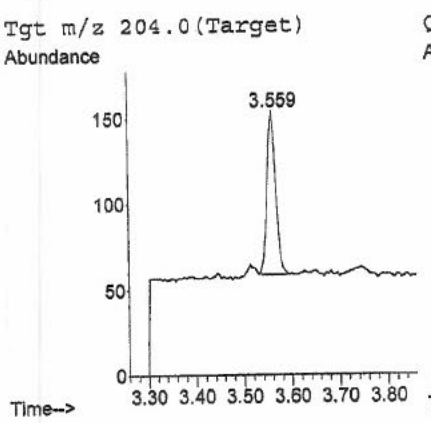
QUANTITATION REPORT FOR Methamp ON : Quest/A67

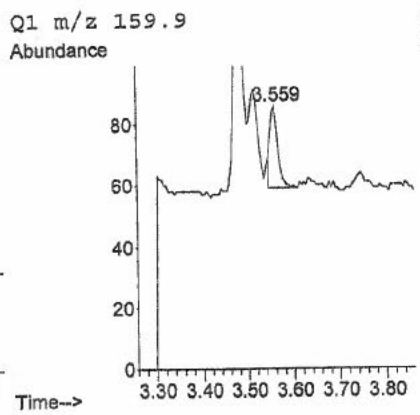
Data File : ..r\GCMS\1\data\TXNAMMS20826013\041SP0035.D
Operator :
Tune File Name : D:\MassHunter\GCMS\1\5977\atune.u
Tune Date : 27 Aug 2023 12:58 pm Mult : 1
Acq Method Name : D:\Ma...GCMS\1\methods\AMPSINGLECAL.M
Calibration date : 27 Aug 2023 8:48 pm
Acquisition date : 28 Aug 2023 02:11 am
Sample Name : D898480***
Misc Info :
Vial Number : 35

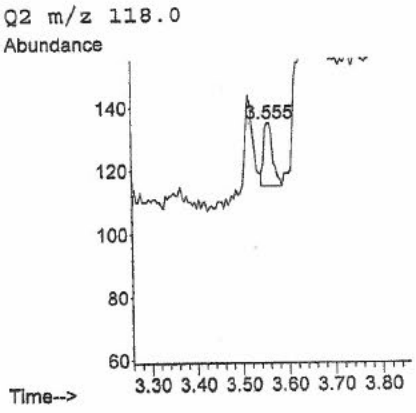
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
Methamp D11						
	210.0	3.518	3.447- 3.588	87892		42105- 168418
	163.0			23182	26.4	20.8- 31.2
Methamp						
	204.0	3.559	3.488- 3.630	118		
	159.9			32	27.1	22.3- 33.5
	118.0			27	22.9	19.6- 29.4

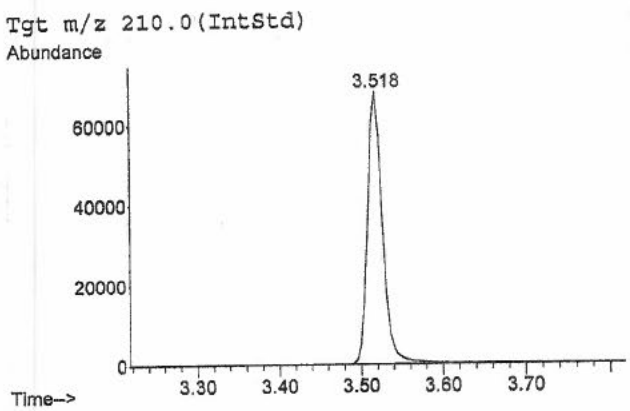
Concentration: 0.69 ng/mL

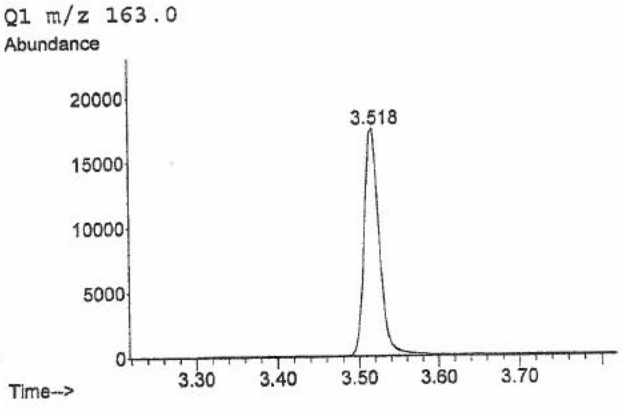












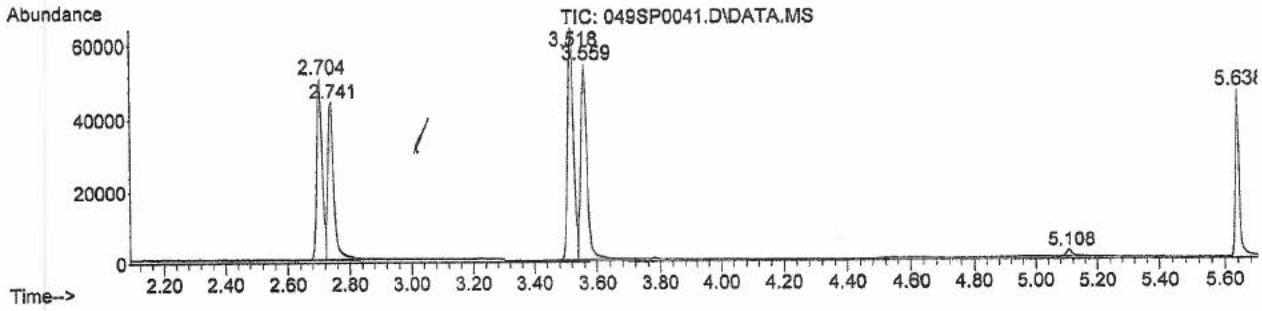
Printed on : 28 Aug 2023 2:19 am

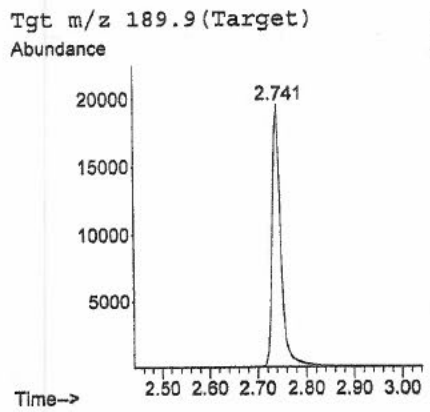
QUANTITATION REPORT FOR Amp ON : Quest/A67

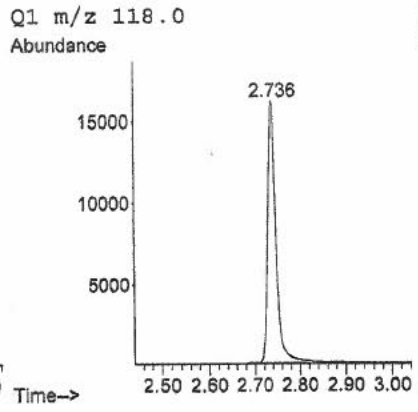
Data File : ..r\GCMS\1\data\TXNAMMS20826013\049SP0041.D
Operator :
Tune File Name : D:\MassHunter\GCMS\1\5977\atune.u
Tune Date : 27 Aug 2023 12:58 pm Mult : 1
Acq Method Name : D:\Ma...GCMS\1\methods\AMPSINGLECAL.M
Calibration date : 27 Aug 2023 8:48 pm
Acquisition date : 28 Aug 2023 03:19 am
Sample Name : 125% CTRL
Misc Info :
Vial Number : 41

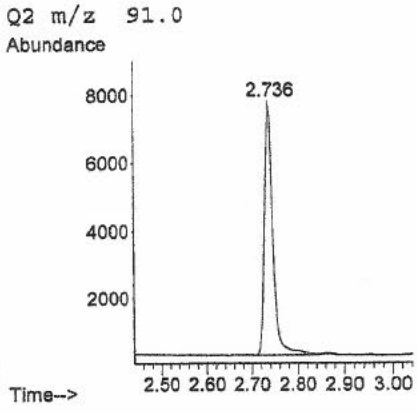
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
Amp D11						
	194.0	2.704	2.645- 2.753	37718		22767- 91068
	128.1			28542	75.7	62.3- 93.5
Amp						
	189.9	2.741	2.681- 2.791	25030		
	118.0			20821	83.2	65.2- 97.8
	91.0			9611	38.4	30.5- 45.7

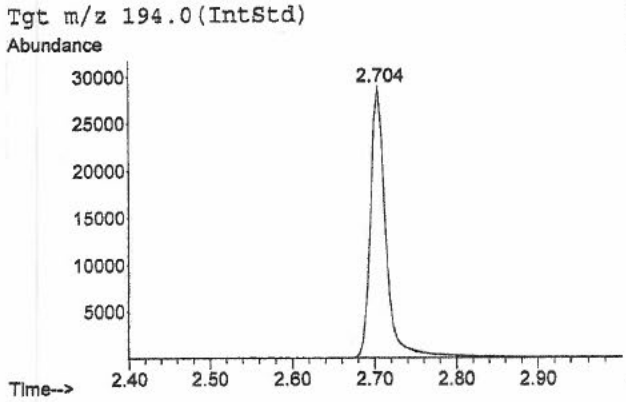
Concentration: 330.15 ng/mL

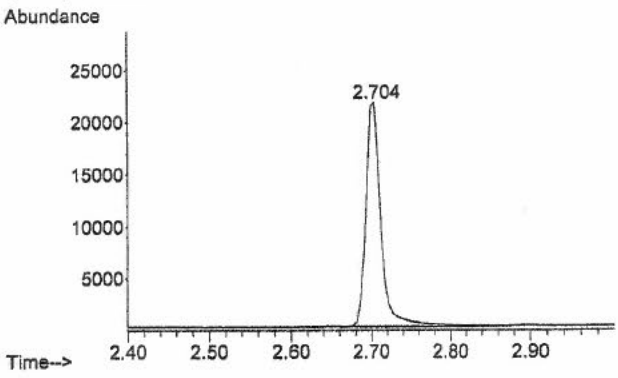












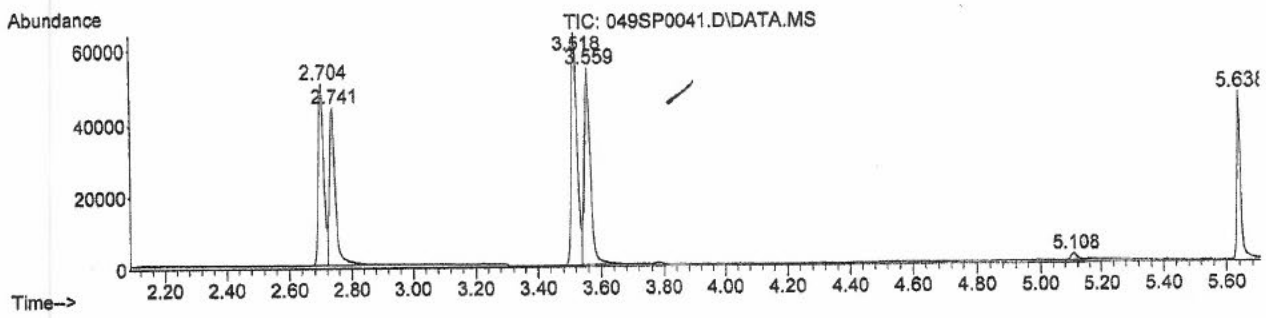
Printed on : 28 Aug 2023 3:26 am

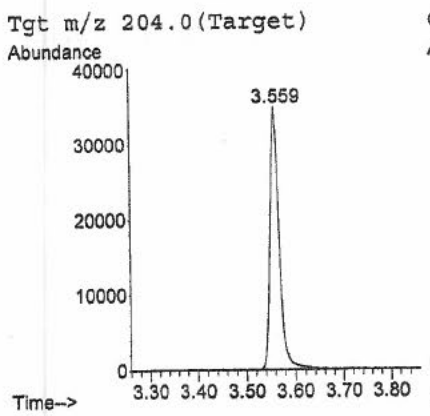
QUANTITATION REPORT FOR Methamp ON : Quest/A67

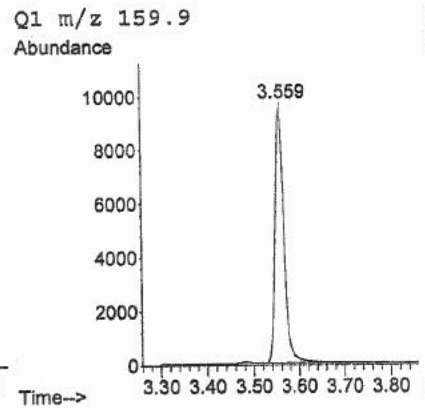
Data File : ..r\GCMS\1\data\TXNAMMS20826013\049SP0041.D
Operator :
Tune File Name : D:\MassHunter\GCMS\1\5977\atune.u
Tune Date : 27 Aug 2023 12:58 pm Mult : 1
Acq Method Name : D:\Ma...GCMS\1\methods\AMPSINGLECAL.M
Calibration date : 27 Aug 2023 8:48 pm
Acquisition date : 28 Aug 2023 03:19 am
Sample Name : 125% CTRL
Misc Info :
Vial Number : 41

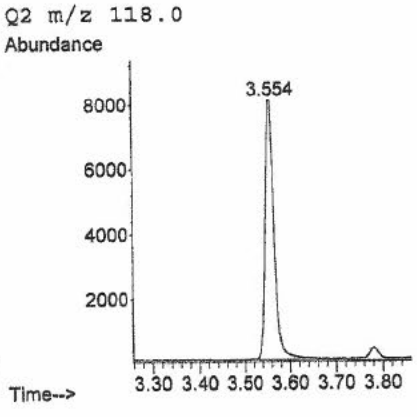
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
Methamp D11						
	210.0	3.518	3.447- 3.588	68320		42105- 168418
	163.0			18151	26.6	20.8- 31.2
Methamp						
	204.0	3.559	3.488- 3.630	46513		
	159.9			12898	27.7	22.3- 33.5
	118.0			11175	24.0	19.6- 29.4

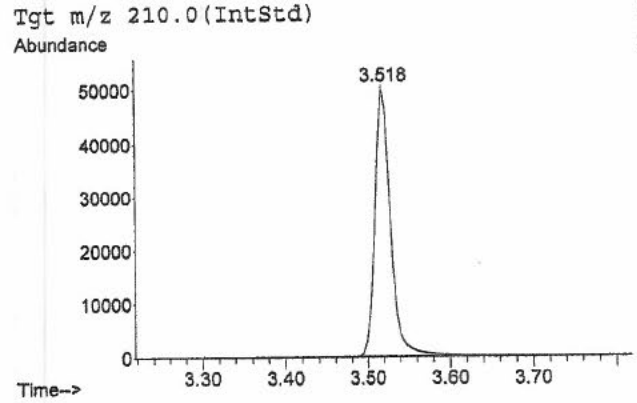
Concentration: 350.71 ng/mL

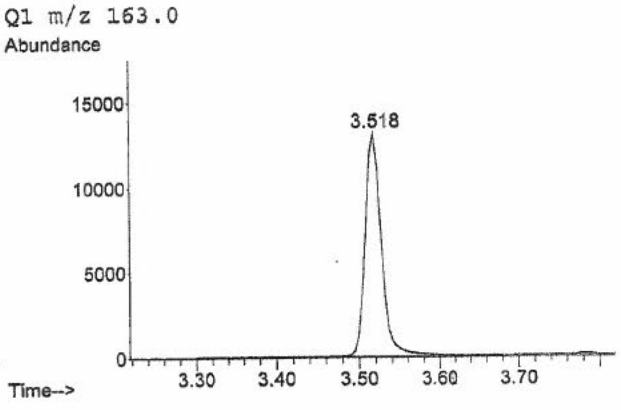












Printed on : 28 Aug 2023 3:26 am

0830004

CHAIN OF CUSTODY LOG

DATE	RELEASED BY	RECEIVED BY	PURPOSE
08/30/2023	Sign. Name Temporary Storage	Sign. Name Long, Jennifer	R2 TO PTS/ ALIQUOT R1
AUG 30 2023	Sign. Name JENNIFER LONG	Sign. Name PROCESSING TS	R1 TO TEMP STORAGE
	Sign. Name	Sign. Name	
	Sign. Name	Sign. Name	
	Sign. Name	Sign. Name	
	Sign. Name	Sign. Name	
	Sign. Name	Sign. Name	
	Sign. Name	Sign. Name	
	Sign. Name	Sign. Name	
	Sign. Name	Sign. Name	

WORKLIST : TXNDL

ACCESSION	PARTICIPANT	UNIT CODE	STORAGE BOX/ROW/COL	
D812255	[redacted]	8408N	P060044/G/5	Split Rec'd
D871483	[redacted]	8408N	P060104/I/7	
D816399	[redacted]	8408N	P060113/A/1	LOW VOLUME
D792415	[redacted]	8408N	P060113/A/8	
D876072	[redacted]	8408N	P060114/B/4	
D878256	[redacted]	8408N	P060117/D/2	Split Rec'd
D879851	[redacted]	8408N	P060117/D/6	
D878447	[redacted]	8408N	P060118/A/1	
D882505	[redacted]	8408N	P060120/C/9	Split Rec'd

WORKLIST : TXNDL

ACCESSION	PARTICIPANT	UNIT CODE	STORAGE BOX/ROW/COL	
D886321	[redacted]	8408N	P060120/D/8	Split Rec'd
D887096	[redacted]	8408N	P060120/D/9	Split Rec'd
D862960	[redacted]	8408N	P060120/E/2	Split Rec'd
D875381	[redacted]	8408N	P060120/F/6	
D890915	[redacted]	8408N	P060126/I/1	Split Rec'd
D887640	[redacted]	8408N	P060130/C/2	
D883350	[redacted]	8408N	P060131/D/4	
D894879	[redacted]	8408N	P060132/A/1	Split Rec'd
D883329	[redacted]	8408N	P060133/D/1	
D882697	[redacted]	8408N	P060133/D/2	
D891022	[redacted]	8408N	P060159/G/6	

D894038 - JL 8.20.23

Total accessions for worklist TXNDL = 20

^NDATWP18
WORKLIST: TXNDL LOAD: 0830001 d, l-AMPHETAMIN BY GC/MS 08/30/2023 5:31P PAGE: 1

This load contains 21 sample(s) with a Received Date/Time older than 48 hours.

INTERPRETED BY: SIGNATURE TRACY REYNOLDS PRINTED NAME SEP 01 2023 DATE
REVIEWED/ RELEASED BY: William K Floyd WILLIAM K. FLOYD SEP 01 2023

ALIQUOT CHAIN OF CUSTODY LOG

DATE	RELEASED BY	RECEIVED BY	PURPOSE
08/30/23	SIGN. J NAME Long, Jennifer	SIGN. NAME PASS THRU	TEMP STORAGE
AUG 30 2023	SIGN. NAME PASS THRU	SIGN. E R NAME ERIN RAMBO	TRANSFER
AUG 30 2023	SIGN. E R NAME ERIN RAMBO	SIGN. NAME ETS	TEMP STORAGE
AUG 30 2023	SIGN. NAME ETS	SIGN. B K NAME BAILEY KINNEY	QT Aliquot/ Discard Excess
AUG 30 2023	SIGN. B K NAME BAILEY KINNEY	SIGN. NAME TEMP STORAGE	TEMP STORAGE
AUG 31 2023	SIGN. NAME TEMP STORAGE	SIGN. B K NAME BAILEY KINNEY	EXTRACTION
AUG 31 2023	SIGN. B K NAME BAILEY KINNEY	SIGN. NAME GCMS TS	TEMP STORAGE
AUG 31 2023	SIGN. NAME GCMS TS	SIGN. C NAME AMY VANG	TRANSFER
AUG 31 2023	SIGN. C NAME AMY VANG	SIGN. NAME GCMS A13	INJECT
AUG 31 2023	SIGN. NAME GCMS A13	SIGN. NAME PHOEBE MWASHIGADI	TRANSFER
AUG 31 2023	SIGN. NAME PHOEBE MWASHIGADI	SIGN. NAME VIAL TS	TEMP STORAGE
	SIGN. NAME	SIGN. NAME	
	SIGN. NAME	SIGN. NAME	
	SIGN. NAME	SIGN. NAME	
	SIGN. NAME	SIGN. NAME	
	SIGN. NAME	SIGN. NAME	

SEQ	INSTR ID	ACCESSION	PARTICIPANT	CLIENT #	REQ #/ SpecimenID	EMIT	ST	WORKLIST

1 *CAL

dmeth 47 lmeth 53

2 *80L/20D

dmeth 20 lmeth 80

3 *80/20 NRC

dmeth 21 lmeth 79

4 *CARRYOVER

dmeth 46 lmeth 54

5 *NEG

dmeth 0 lmeth 0

6 D883350 [redacted] 65025821 8241204 WS Not Defined
7202751125

Dilution: Sample____ Diluent____ Dilution Factor_____

dmeth 92 lmeth 8 REM1 ____QLMAMP ____QDMAMP ____

METH=872

7 D882505 [redacted] 10767836 8240502 WS Not Defined
7929044960

TXNAMMS2 No Load TXNFED No Load TXNQUANT2 No Load

Dilution: Sample 100 Diluent 1900 Dilution Factor 20

dmeth 92 lmeth 8 REM1 ____QLMAMP ____QDMAMP ____

METH 31002C

8 D876072 [redacted] 65010478 8235084 WS Not Defined
7202806606

Dilution: Sample 100 Diluent 1900 Dilution Factor 20

dmeth 92 lmeth 8 REM1 ____QLMAMP ____QDMAMP ____

MAMP=38,043 C

SEQ	INSTR ID	ACCESSION	PARTICIPANT	CLIENT #	REQ #/ SpecimenID	EMIT ST	WORKLIST
9		D886321	[redacted]	11468247	8245990 7913139965	WS Not Defined	

TXNAMMS2 No Load TXNFED No Load TXNQUANT2 No Load

Dilution: Sample_____ Diluent_____ Dilution Factor_____

dmeth 92 lmeth 8 REM1 _____QLMAMP _____QDMAMP _____

METH 520

10		D887640	[redacted]	10848522	8246922 7202705636	WS Not Defined	

Dilution: Sample_____ Diluent_____ Dilution Factor_____

dmeth 92 lmeth 8 REM1 _____QLMAMP _____QDMAMP _____

METH 2169

11		D862960	[redacted]	80140615	1928215	WS Not Defined	

TXNAMMS2 0825006 17 TXNAMMS2 No Load TXNFED No Load
TXNMDAMS2 No Load TXNQUANT2 No Load

Dilution: Sample 200 Diluent 1800 Dilution Factor 10

dmeth 91 lmeth 9 REM1 _____QLMAMP _____QDMAMP _____

METH 180038

12		D882697	[redacted]	11612447	8240663 7202812895	WS Not Defined	

Dilution: Sample 200 Diluent 1800 Dilution Factor 10

dmeth 92 lmeth 8 REM1 _____QLMAMP _____QDMAMP _____

METH=8399

9218

13		D887096	[redacted]	10105826	2024464	WS Not Defined	

TXNAMMS2 No Load TXNFED No Load TXNQUANT2 No Load

Dilution: Sample_____ Diluent_____ Dilution Factor_____

dmeth 91 lmeth 9 REM1 _____QLMAMP _____QDMAMP _____

METH 2833

91/9

SEQ	INSTR ID	ACCESSION	PARTICIPANT	CLIENT #	REQ #/ SpecimenID	EMIT ST	WORKLIST
14		D878447	[redacted]	65000614	8237081 7202766166	WS Not Defined	

Dilution: Sample 200 Diluent 1800 Dilution Factor 10

dmeth 92 lmeth 8 REM1 ____ QLMAMP ____ QDMAMP ____

MAMP 13,643C

9218

15		D890915	[redacted]	65124829	8250053 7930329712	WS Not Defined	

Dilution: Sample____ Diluent____ Dilution Factor____

dmeth 92 lmeth 8 REM1 ____ QLMAMP ____ QDMAMP ____

METH = 522

9218

16		D792415	[redacted]	10272757	5504763	WS Not Defined	

Dilution: Sample 100 Diluent 1900 Dilution Factor 20

dmeth 92 lmeth 8 REM1 ____ QLMAMP ____ QDMAMP ____

MAMP=30,004

9218

17		D894879	[redacted]	11126013	0478962	WS Not Defined	

Dilution: Sample____ Diluent____ Dilution Factor____

dmeth 92 lmeth 8 REM1 ____ QLMAMP ____ QDMAMP ____

METH = 1504

9218

18		D883329	[redacted]	11727254	8241189 7301599834	WS Not Defined	

Dilution: Sample____ Diluent____ Dilution Factor____

dmeth 92 lmeth 8 REM1 ____ QLMAMP ____ QDMAMP ____

METH=716

9218

19		D879851	[redacted]	93083603	8238269 CC14224232	WS Not Defined	

Dilution: Sample____ Diluent____ Dilution Factor____

dmeth 92 lmeth 8 REM1 ____ QLMAMP ____ QDMAMP ____

MAMP=478

9218

SEQ	INSTR ID	ACCESSION	PARTICIPANT	CLIENT #	REQ #/ SpecimenID	EMIT ST	WORKLIST
20		D878256	[redacted]	11704580	8236917 7932061818	WS Not Defined	

Dilution: Sample_____ Diluent_____ Dilution Factor_____

dmeth 92 lmeth 8 REM1 _____QLMAMP _____QDMAMP _____

MAMP=348

21		D958908	[redacted]	20009998	8331011	WS Not Defined	

Dilution: Sample_____ Diluent_____ Dilution Factor_____

dmeth 0 lmeth 0 REM1 _____QLMAMP _____QDMAMP _____

22		D875381	[redacted]	10557822	2290024	WS Not Defined	

Dilution: Sample 100 Diluent 1900 Dilution Factor 20

dmeth 92 lmeth 8 REM1 _____QLMAMP _____QDMAMP _____

MAMP=73,901 C

23		D812255	[redacted]	10096752	8174217 7930289578	WS Not Defined	

TX10S No Load TXNAMMS2 No Load

Dilution: Sample_____ Diluent_____ Dilution Factor_____

dmeth 92 lmeth 8 REM1 _____QLMAMP _____QDMAMP _____

M=1,009 ZR 8/30/23

24		D891022	[redacted]	11626848	6304922	WS Not Defined	

Dilution: Sample 200 Diluent 1800 Dilution Factor 10

dmeth 92 lmeth 8 REM1 _____QLMAMP _____QDMAMP _____

METH=7624

25		D871483	[redacted]	10536617	8231111 QD20274359	WS Not Defined	

Dilution: Sample_____ Diluent_____ Dilution Factor_____

dmeth 92 lmeth 8 REM1 _____QLMAMP _____QDMAMP _____

MA=784

SEQ	INSTR ID	ACCESSION	PARTICIPANT	CLIENT #	REQ #/ SpecimenID	EMIT ST	WORKLIST
26		D816399	[redacted]	10848512	8177650 7923365481	WS Not Defined	

Dilution: Sample 20 Diluent 1980 Dilution Factor 100

dmeth 92 lmeth 8 REM1 ____ QLMAMP ____ QDMAMP ____

MAMP=372,788

27		D894038	541947992	65124829	8252337 7930329713	WS Not Defined	

Dilution: Sample____ Diluent____ Dilution Factor____

dmeth 92 lmeth 8 REM1 ____ QLMAMP ____ QDMAMP ____

METH = 531

28 *DPOS

dmeth 92 lmeth 8

92/8

END OF WORKLIST

Worklist TXNDL Load 0830001 Verified 08/30/2023_05:32PM by KSJL12

Seq	Accn	Req. #/ ETI	Donor ID	Bottle ID	Status
6	D883350	8241204 / 7202751125	[redacted]	7202751125	Verified
7	D882505	8240502 / 7929044960	[redacted]	7929044960	Verified
8	D876072	8235084 / 7202806606	[redacted]	7202806606	Verified
9	D886321	8245990 / 7913139965	[redacted]	7913139965	Verified
10	D887640	8246922 / 7202705636	[redacted]	7202705636	Verified
11	D862960	1928215 / 1928215	[redacted]	R1928215	Verified
12	D882697	8240663 / 7202812895	[redacted]	7202812895	Verified
13	D887096	2024464 / 2024464	[redacted]	R2024464	Verified
14	D878447	8237081 / 7202766166	[redacted]	7202766166	Verified
15	D890915	8250053 / 7930329712	[redacted]	7930329712	Verified
16	D792415	5504763 / 5504763	[redacted]	R5504763	Verified
17	D894879	0478962 / 0478962	[redacted]	R0478962	Verified
18	D883329	8241189 / 7301599834	[redacted]	7301599834	Verified
19	D879851	8238269 / CC14224232	[redacted]	CC14224232	Verified
20	D878254	8236917 / 7932061818	[redacted]	7932061818	Verified
21	D958908	8331011	[redacted]	Blind	
22	D875381	2290024 / 2290024	[redacted]	R2290024	Verified
23	D812255	8174217 / 7930289578	[redacted]	7930289578	Verified
24	D891022	6304922 / 6304922	[redacted]	R6304922	Verified
25	D871483	8231111 / QD20274359	[redacted]	QD20274359	Verified
26	D816399	8177650 / 7923365481	[redacted]	7923365481	Verified
27	D894038	8252337 / 7930329713	541947992	7930329713	Verified

The identification of the above requisitions have been reviewed and verified.

Reviewed by: William K. Floyd SEP 01 2023

WILLIAM K. FLOYD

*** End of Load ***

Box # 2

Quest Diagnostics

MS VIAL DISPOSAL LOG

RUN	INITIAL/DATE	Removed for analysis (sign & date)	Disposed (√)	Comment
TXNCOMS 0829004	M 8.30.23		√	
TXNPOMS 0829001	AM 8.30.23		√	
TXNBRMS 0829001	M 8.30.23		√	
TxoAmms2 0829002	AV AUG 30 2023		√	
TXNDL 0829002	AV AUG 30 2023		√	
TxNDL 0829001	AV AUG 30 2023		√	
TXNDL 0830231RS	AV AUG 30 2023		√	
TXNMDAMS2 0829003	AV AUG 30 2023		√	
TXOAMMS2 0829003	AV AUG 30 2023		√	
TXNMDAMS2 0829002	AV AUG 30 2023		√	
TXHCOTC 0829001	AV 08/31/23		√	
SBISCCN 0830001	AV 08/31/23		√	
TXNDPMS2M 0829003	AV 08/31/23		√	
TXNDPMS2M 0830001	AV 08/31/23		√	
TXNCOMS 0829003	AV 08/31/23		√	
TXNCOMS 0829006	AV 08/31/23		√	
TXOCOMS2 0829002	AV 08/31/23		√	
TXNMDAMS2 0830001	AV AUG 31 2023		√	
TXHCOTC 0830231Val1,2,3	AV AUG 31 2023		√	
TXOAMMS2 0830231Val123	AV AUG 31 2023		√	
TXNCOMS 0830002	AV 08/31/23		√	
TXNDPMS2 0830001	AV 08/31/23		√	
TXNMDAMS2 0830002	AV AUG 31 2023		√	
TXNPCMS 0830001	RP 8/31/23		√	
TXNBRMS 0830001	RP 8/31/23		√	
TXOCOMS2 0830001	RP 8/31/23		√	
TXNMDAMS 0830002	RP 8/31/23		√	
TXNBRMS 0830002	RP 8/31/23		√	
TXHCOTC 0830001	PM 8.31.23		√	
TXNCOMS 0830005	PM 8.31.23		√	
TXNDL 0830001	PM 08.31.23		√	
TXNCOMS 0830007	PM 08.31.23		√	
TXNDPMS2M 0830002	PM 08.31.23		√	
TXOAMMS2 0829001	PM 08.31.23		√	

ALS Vials Discarded by:

Sign:

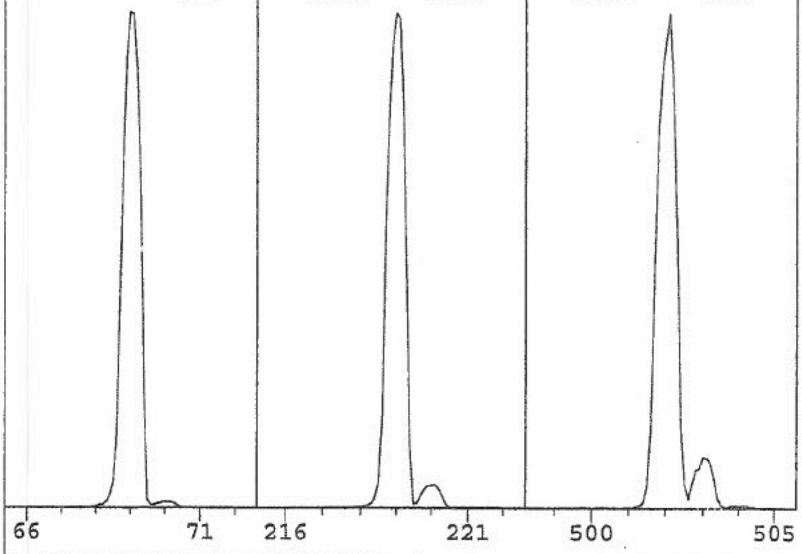
Print/Date: Justin Lee 9/9/23

Wed Aug 30 10:19:58 2023
C:\MSDCHEM\1\5973N\atune.u

JNNL 083000

Instrument: A13 99
US21854701

Mass	69.00	Mass	219.00	Mass	502.10
Ab	329173	Ab	393366	Ab	49333
Pw50	0.61	Pw50	0.60	Pw50	0.60

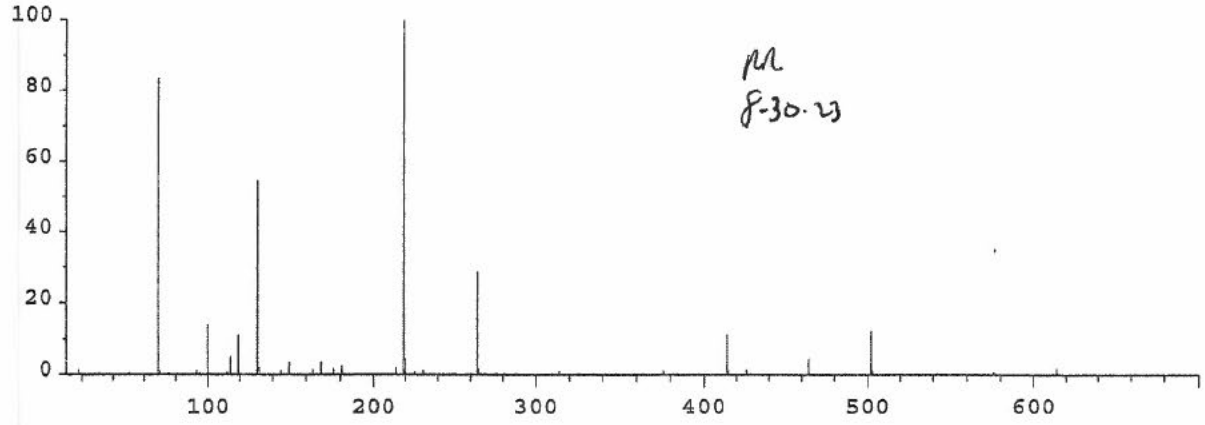


Ion Pol	Pos	MassGain	257
		MassOffs	-10
Emission	34.6	AmuGain	2345
EIEnrgy	69.9	AmuOffs	126
Filament	1	Wid219	-0.035
		DC Pol	Pos
Repeller	25.93		
IonFcus	67.4	HEDEnab	On
EntLens	12.0	EMVolts	1071
EntOffs	16.31		
		Samples	8
PFTBA	Open	Averages	3
		Stepsize	0.10

Temperatures and Pressures:

MS Source	230	TurboSpd	100
MS Quad	150		

Scan: 10.00 - 700.00 Samples: 8 Thresh: 100 Step: 0.10
122 peaks Base: 219.00 Abundance: 358400



MR
8-30-23

Mass	Abund	Rel Abund	Iso Mass	Iso Abund	Iso Ratio
69.00	299072	100.00	70.00	3373	1.13
219.00	358400	119.84	220.00	15926	4.44
502.00	44256	14.80	503.00	4385	9.91

Air/Water Check: H20~1.42% N2~0.50% O2~0.28% CO2~0.11% N2/H2O~35.45%

Column Flow: Front: 0.999 Back: 0 ml/min. Interface Temp: 250

Ramp Criteria:
Ion Focus Maximum 90 volts using ion 502; EM Gain 116009
Repeller Maximum 32 volts using ion 219; Gain Factor 1.16

TA
8/30/23

MassGain Values(Samples): 257(3) 257(2) 257(1) 257(0) 257(FS)

TARGET MASS:	50	69	131	219	414	502	800
Amu Offset:	126.0	126.0	126.0	126.0	126.0	126.0	126.0
Entrance Lens Offset:	16.3	16.3	16.3	16.3	16.3	16.3	16.3

WKF 9/1/23

Quest Diagnostics

Confirmation Certification Checklist

By signing below, I certify I have reviewed the following documents for confirmation batch ID WNOL 083000 .

CONFIRMATION REVIEW

- Calibrator(s)/Controls (Open and QA) acceptable
- Control Range Sheet
  - Verified Lot #
  - Controls within range
- Confirmation Data (chromatograms) including Original Data Packet when applicable
- Autotune acceptable, record batch ID. (if applicable)
- Worklist documentation
- Initial Certifying Scientist Batch Summary Report (if applicable)
- Final Certifying Scientist Batch Summary Report
- Sequence Table (Seq verification and Solvent verification)
- Internal Standard Abundance Criteria worksheet when applicable
- D/L Calculation worksheet when applicable -verify version
- Corrective Action(s) (if applicable)
- Certification Summary Report
- Solvent Lot Tracking Sheet (if applicable)
- Retention Time/ Ion Ratio Check Sheet (if applicable)
- Retention Order Check Sheet (if applicable)

CHAIN OF CUSTODY REVIEW

- Internal aliquot chain of custody (worklist)
- Internal bottle chain of custody, record batch ID. (pull list)

TRACY REYNOLDS SEP 01 2023

Interpreted by (Name/Date/Signature): _____

William K. Floyd SEP 01 2023

Certification completed and batch released by: _____

Certifying Scientist (Name/Date/Signature)

Confirmation Re-Certification

By signing below, I certify I have reviewed the documents listed above and the confirmation data (chromatogram) for sample(s) of interest.

_____ Certifying Scientist: Name/Date/Signature

_____ Certifying Scientist: Name/Date/Signature

_____ Certifying Scientist: Name/Date/Signature

_____ Certifying Scientist: Name/Date/Signature

Version 3

NDATWP18
WORKLIST: TXNDL LOAD: 0830001 d, 1-AMPHETAMIN BY GC/MS 09/01/2023 7:08A PAGE: 2

SEQ	INSTR ID	ACCESSION	PARTICIPANT	CLIENT #	REQ #/ SpecimenID	EMIT	ST	WORKLIST
1		*CAL						
dmeth 47 lmeth 53								
2		*80L/20D						
dmeth 20 lmeth 80								
3		*80/20 NRC						
dmeth 21 lmeth 79								
4		*CARRYOVER						
dmeth 46 lmeth 54								
5		*NEG						
dmeth 0 lmeth 0								
6		D883350	[redacted]	65025821	8241204 7202751125	WS	Not Defined	
Dilution: Sample_____ Diluent_____ Dilution Factor_____								
dmeth 92 lmeth 8 REM1 DNR QLMAMP 8 QDMAMP 92								
METH=872								
7		D882505	[redacted]	10767836	8240502 7929044960	WS	Not Defined	
TXNAMMS2 No Load TXNFED No Load TXNQUANT2 No Load								
Dilution: Sample_____ Diluent_____ Dilution Factor_____								
dmeth 92 lmeth 8 REM1 DNR QLMAMP 8 QDMAMP 92								
METH 31002C								
8		D876072	[redacted]	65010478	8235084 7202806606	WS	Not Defined	
Dilution: Sample_____ Diluent_____ Dilution Factor_____								
dmeth 92 lmeth 8 REM1 DNR QLMAMP 8 QDMAMP 92								
MAMP=38,043 C								

NDATWP18
WORKLIST: TXNDL LOAD: 0830001 d, 1-AMPHETAMIN BY GC/MS 09/01/2023 7:08A PAGE: 3

SEQ	INSTR ID	ACCESSION	PARTICIPANT	CLIENT #	REQ #/ SpecimenID	EMIT	ST	WORKLIST
9		D886321	[redacted]	11468247	8245990 7913139965	WS Not Defined		

TXNAMMS2 No Load TXNFED No Load TXNQUANT2 No Load

Dilution: Sample_____ Diluent_____ Dilution Factor_____

dmeth 92 lmeth 8 REM1 DNR QLMAMP 8 QDMAMP 92

METH 520

10		D887640	[redacted]	10848522	8246922 7202705636	WS Not Defined		

Dilution: Sample_____ Diluent_____ Dilution Factor_____

dmeth 92 lmeth 8 REM1 DNR QLMAMP 8 QDMAMP 92

METH 2169

11		D862960	[redacted]	80140615	1928215	WS Not Defined		

TXNAMMS2 0825006 17 TXNAMMS2 No Load TXNFED No Load
TXNMDAMS2 No Load TXNQUANT2 No Load

Dilution: Sample_____ Diluent_____ Dilution Factor_____

dmeth 91 lmeth 9 REM1 DNR QLMAMP 9 QDMAMP 91

METH 180038

12		D882697	[redacted]	11612447	8240663 7202812895	WS Not Defined		

Dilution: Sample_____ Diluent_____ Dilution Factor_____

dmeth 92 lmeth 8 REM1 DNR QLMAMP 8 QDMAMP 92

METH=8399

13		D887096	[redacted]	10105826	2024464	WS Not Defined		

TXNAMMS2 No Load TXNFED No Load TXNQUANT2 No Load

Dilution: Sample_____ Diluent_____ Dilution Factor_____

dmeth 91 lmeth 9 REM1 DNR QLMAMP 9 QDMAMP 91

METH 2833

NDATWP18
WORKLIST: TXNDL LOAD: 0830001 d, 1-AMPHETAMIN BY GC/MS 09/01/2023 7:08A PAGE: 4

SEQ	INSTR ID	ACCESSION	PARTICIPANT	CLIENT #	REQ #/ SpecimenID	EMIT	ST	WORKLIST
14		D878447	[redacted]	65000614	8237081 7202766166	WS	Not	Defined

Dilution: Sample_____ Diluent_____ Dilution Factor_____

dmeth 92 lmeth 8 REM1 DNR QLMAMP 8 QDMAMP 92

MAMP 13,643C

15		D890915	[redacted]	65124829	8250053 7930329712	WS	Not	Defined

Dilution: Sample_____ Diluent_____ Dilution Factor_____

dmeth 92 lmeth 8 REM1 DNR QLMAMP 8 QDMAMP 92

METH = 522

16		D792415	[redacted]	10272757	5504763	WS	Not	Defined

Dilution: Sample_____ Diluent_____ Dilution Factor_____

dmeth 92 lmeth 8 REM1 DNR QLMAMP 8 QDMAMP 92

MAMP=30,004

17		D894879	[redacted]	11126013	0478962	WS	Not	Defined

Dilution: Sample_____ Diluent_____ Dilution Factor_____

dmeth 92 lmeth 8 REM1 DNR QLMAMP 8 QDMAMP 92

METH = 1504

18		D883329	[redacted]	11727254	8241189 7301599834	WS	Not	Defined

Dilution: Sample_____ Diluent_____ Dilution Factor_____

dmeth 92 lmeth 8 REM1 DNR QLMAMP 8 QDMAMP 92

METH=716

19		D879851	[redacted]	93083603	8238269 CC14224232	WS	Not	Defined

Dilution: Sample_____ Diluent_____ Dilution Factor_____

dmeth 92 lmeth 8 REM1 DNR QLMAMP 8 QDMAMP 92

MAMP=478

NDATWP18
WORKLIST: TXNDL LOAD: 0830001 d, 1-AMPHETAMIN BY GC/MS 09/01/2023 7:08A PAGE: 5

SEQ	INSTR ID	ACCESSION	PARTICIPANT	CLIENT #	REQ #/ SpecimenID	EMIT ST	WORKLIST
20		D878256	[redacted]	11704580	8236917 7932061818	WS	Not Defined
	Dilution: Sample_____	Diluent_____	Dilution Factor_____				
dmeth 92	lmeth 8	REM1 DNR	QLMAMP 8	QDMAMP 92			
MAMP=348							
21		D958908	[redacted]	20009998	8331011	WS	Not Defined
	Dilution: Sample_____	Diluent_____	Dilution Factor_____				
dmeth 0	lmeth 0	REM1 DNR	QLMAMP 0	QDMAMP 0			
22		D875381	[redacted]	10557822	2290024	WS	Not Defined
	Dilution: Sample_____	Diluent_____	Dilution Factor_____				
dmeth 92	lmeth 8	REM1 DNR	QLMAMP 8	QDMAMP 92			
MAMP=73,901 C							
23		D812255	[redacted]	10096752	8174217 7930289578	WS	Not Defined
TX10S No Load	TXNAMMS2 No Load						
	Dilution: Sample_____	Diluent_____	Dilution Factor_____				
dmeth 92	lmeth 8	REM1 DNR	QLMAMP 8	QDMAMP 92			
24		D891022	[redacted]	11626848	6304922	WS	Not Defined
	Dilution: Sample_____	Diluent_____	Dilution Factor_____				
dmeth 92	lmeth 8	REM1 DNR	QLMAMP 8	QDMAMP 92			
METH=7624							
25		D871483	[redacted]	10536617	8231111 QD20274359	WS	Not Defined
	Dilution: Sample_____	Diluent_____	Dilution Factor_____				
dmeth 92	lmeth 8	REM1 DNR	QLMAMP 8	QDMAMP 92			
MA=784							

NDATWP18
WORKLIST: TXNDL LOAD: 0830001 d, 1-AMPHETAMIN BY GC/MS 09/01/2023 7:08A PAGE: 6

SEQ	INSTR ID	ACCESSION	PARTICIPANT	CLIENT #	REQ #/ SpecimenID	EMIT ST	WORKLIST
26		D816399	[redacted]	10848512	8177650 7923365481	WS Not Defined	

Dilution: Sample_____ Diluent_____ Dilution Factor_____

dmeth 92 lmeth 8 REM1 DNR QLMAMP 8 QDMAMP 92

MAMP=372,788

27		D894038	541947992	65124829	8252337 7930329713	WS Not Defined	

Dilution: Sample_____ Diluent_____ Dilution Factor_____

dmeth 92 lmeth 8 REM1 DNR QLMAMP 8 QDMAMP 92

METH = 531

28 *DPOS

dmeth 92 lmeth 8

END OF WORKLIST

Non Instrument worklistWORKLIST: TXNDL Load: 0830001 09/01/2023 07:08:01 AM

Open QC OK
Blind QC OK

Reviewed and Verified by WILLIAM K. FLOYD Date: SEP 01 2023

CUP	ACCESSION	PART-ID	INST-ID							
1	*CAL			dmeth	=	(47)	lmeth	=	(53)	QC ID = CAL
2	*80L/20D			dmeth	=	(20)	lmeth	=	(80)	QC ID = 80L/20D
3	*80/20 NRC			dmeth	=	(21)	lmeth	=	(79)	QC ID = 80/20 NRC
4	*CARRYOVER			dmeth	=	(46)	lmeth	=	(54)	QC ID = CARRYOVER
5	*NEG			dmeth	=	(0)	lmeth	=	(0)	QC ID = NEG
6		D883350								
7		D882505								
8		D876072								
9		D886321								
10		D887640								
11		D862960								
12		D882697								
13		D887096								
14		D878447								
15		D890915								
16		D792415								
17		D894879								
18		D883329								
19		D879851								
20		D878256								
21	*	D958908								QA BLIND ID=NEGATIVE
22		D875381								
23		D812255								
24		D891022								
25		D871483								
26		D816399								
27		D894038	541947992							
28	*DPOS			dmeth	=	(92)	lmeth	=	(8)	QC ID = DPOS

Batch Summary Report
Quest Diagnostics

Batch ID.: TXNDL0830001

Acquisition Date: 8/31/2023 4:9 am
Drug Class: Amphetamine
Batch Name: TXNDL0830001
Original Method File: C:\MSDCHEM\1\DATA\TXNDL083000\1\DUMETH URINE.M
Original Data Path: C:\MSDCHEM\1\DATA\TXNDL0830001

Instrument Name: A13
Operator:

Ion Ratio Range: +/-20%
Retention Time Range: +/-2%

Calibration File Information					Quantitation Database				
Compound Name	Calib. Conc.	File Name	Calc. Conc.	Sample Name	RT	Ratio 1	Ratio 2	ISTD Ratio 1	ISTD Ratio 2
L-Methamphetamine	250.00	083CA003.D	250.00	CAL CALIBRATOR	7.35	73.20	0.00	83.04	
D-Methamphetamine	250.00		250.00		7.33	71.60	0.00	83.04	

Run No.	Compound Name	Result	File Name	Calc. Conc.	Sample Name	Target RT	Target Ratio1	Target Ratio2	ISTD Ratio1	ISTD Ratio2
1	L-Methamphetamine	BAD ISTD	001MP001.D	89.87	RT	7.35	*250.00	0.00	3.36	
1	D-Methamphetamine	BAD ISTD		89.87		7.35	*250.00	0.00	3.36	
2	L-Methamphetamine	DETECTED	002MP002.D	234.60	RT	7.35	79.30	0.00	83.51	
2	D-Methamphetamine	DETECTED		231.73		7.34	74.61	0.00	83.51	
3	L-Methamphetamine	CALIBRATOR	003CA003.D	250.00	CAL CALIBRATOR	7.35	73.25	0.00	83.04	
3	D-Methamphetamine	CALIBRATOR		250.00		7.33	74.00	0.00	83.04	
4	L-Methamphetamine	CALIBRATOR	004CA003.D	250.00	CAL CALIBRATOR	7.35	73.25	0.00	83.04	
4	D-Methamphetamine	CALIBRATOR		250.00		7.33	74.00	0.00	83.04	
5	L-Methamphetamine	DETECTED	004MP005.D	191.84	50 20 CONTROL	7.35	72.53	0.00	83.04	
5	D-Methamphetamine	DETECTED		52.69		7.34	39.34	0.00	83.04	
6	L-Methamphetamine	DETECTED	006MP004.D	243.59	50 20 H20	7.35	75.94	0.00	82.99	
6	D-Methamphetamine	DETECTED		147.94		7.33	78.34	0.00	83.00	
7	L-Methamphetamine	TOO HIGH	007MP008.D	16167.74	Cerilliant CONTROL	7.35	69.49	0.00	82.89	
7	D-Methamphetamine	DETECTED		6737.69		7.34	69.23	0.00	82.89	
8	L-Methamphetamine	HIGH STD	008MP008.D	0.00	Hygeine CONTROL	7.35	*304.00	0.00	83.53	
8	D-Methamphetamine	DETECTED		2.34		7.32	83.67	0.00	83.52	
9	L-Methamphetamine	DETECTED	009MP007.D	92.38	CM3050	7.35	73.73	0.00	83.02	
9	D-Methamphetamine	DETECTED		697.31		7.34	76.53	0.00	83.02	
10	L-Methamphetamine	DETECTED	010MP009.D	6977.78	CM2500-20	7.35	72.45	0.00	82.95	
10	D-Methamphetamine	TOO HIGH		36164.63		7.34	74.39	0.00	82.95	
11	L-Methamphetamine	DETECTED	011MP009.D	3813.38	CM10012-05	7.34	72.35	0.00	83.09	
11	D-Methamphetamine	TOO HIGH		28197.21		7.34	70.58	0.00	83.10	
12	L-Methamphetamine	DETECTED	012MP013.D	37.58	CM5021	7.35	74.77	0.00	83.16	
12	D-Methamphetamine	DETECTED		602.49		7.34	74.74	0.00	83.16	
13	L-Methamphetamine	DETECTED	013MP011.D	156.66	CM3750	7.35	73.11	0.00	83.10	
13	D-Methamphetamine	DETECTED		2578.19		7.34	73.92	0.00	83.10	
14	L-Methamphetamine	TOO HIGH	014MP012.D	13166.01	CM2500-10	7.35	71.98	0.00	83.11	
14	D-Methamphetamine	TOO HIGH		154663.89		7.37	66.98	0.00	83.11	
15	L-Methamphetamine	DETECTED	015MP013.D	695.16	CM1000-10	7.35	73.00	0.00	83.07	
15	D-Methamphetamine	DETECTED		8533.91		7.34	72.53	0.00	83.07	
16	L-Methamphetamine	DETECTED	016MP014.D	315.44	CM5000	7.35	72.23	0.00	82.94	
16	D-Methamphetamine	DETECTED		3563.60		7.35	72.60	0.00	82.94	
17	L-Methamphetamine	DETECTED	017MP015.D	1084.94	CM10407-10	7.35	73.76	0.00	83.34	
17	D-Methamphetamine	TOO HIGH		14389.52		7.34	74.45	0.00	83.34	
18	L-Methamphetamine	DETECTED	018MP016.D	38.34	CM5000	7.35	74.76	0.00	83.08	
18	D-Methamphetamine	DETECTED		479.20		7.34	74.78	0.00	83.08	
19	L-Methamphetamine	DETECTED	019MP017.D	2003.65	CM10419-20	7.35	73.23	0.00	83.15	
19	D-Methamphetamine	TOO HIGH		27548.53		7.34	71.75	0.00	83.15	
20	L-Methamphetamine	DETECTED	020MP018.D	107.67	CM1407	7.35	72.65	0.00	83.04	
20	D-Methamphetamine	DETECTED		1439.58		7.34	74.87	0.00	83.04	
21	L-Methamphetamine	DETECTED	021MP019.D	49.37	CM2500	7.35	73.53	0.00	82.91	
21	D-Methamphetamine	DETECTED		697.25		7.34	73.54	0.00	82.91	
22	L-Methamphetamine	DETECTED	022MP020.D	53.29	CM7500	7.35	71.64	0.00	83.09	
22	D-Methamphetamine	DETECTED		612.73		7.34	71.58	0.00	83.09	
23	L-Methamphetamine	DETECTED	023MP021.D	25.20	CM7500	7.35	73.71	0.00	83.23	
23	D-Methamphetamine	DETECTED		338.73		7.34	74.00	0.00	83.23	
24	L-Methamphetamine	MEDIA/E	EBLANK22.D	0.04	CM5000**	7.35	*1100.00	0.00	83.60	
24	D-Methamphetamine	DETECTED		2.61		7.33	46.68	0.00	83.60	
25	L-Methamphetamine	DETECTED	024MP023.D	1012.36	CM7500-20	7.35	73.45	0.00	83.50	
25	D-Methamphetamine	TOO HIGH		13239.87		7.35	71.38	0.00	83.50	
26	L-Methamphetamine	DETECTED	025MP024.D	79.97	CM5250	7.35	72.82	0.00	83.06	
26	D-Methamphetamine	DETECTED		998.75		7.34	73.59	0.00	83.06	
27	L-Methamphetamine	DETECTED	026MP025.D	532.06	CM10422-10	7.35	73.33	0.00	83.13	
27	D-Methamphetamine	DETECTED		3973.79		7.34	74.62	0.00	83.13	
28	L-Methamphetamine	DETECTED	027MP026.D	56.79	CM7500	7.35	73.35	0.00	83.09	
28	D-Methamphetamine	DETECTED		762.09		7.34	74.01	0.00	83.09	
29	L-Methamphetamine	TOO HIGH	029MP027.D	34446.39	CM10500-100	7.35	72.73	0.00	83.43	
29	D-Methamphetamine	TOO HIGH		326884.60		7.35	73.68	0.00	83.43	
30	L-Methamphetamine	DETECTED	030MP028.D	34.66	CM10400	7.35	73.68	0.00	83.17	
30	D-Methamphetamine	DETECTED		482.17		7.34	74.01	0.00	83.17	
31	L-Methamphetamine	DETECTED	031MP029.D	13.56	CM250	7.35	76.27	0.00	87.52	
31	D-Methamphetamine	DETECTED		241.15		7.34	74.05	0.00	87.52	
32	L-Methamphetamine	BLANK	032BLK07.D	0.00	BB	0.00	0.00	0.00	0.00	
32	D-Methamphetamine	BLANK		0.00		0.00	0.00	0.00	0.00	
33	L-Methamphetamine	BLANK	033BLK08.D	0.00	BB	0.00	0.00	0.00	0.00	
33	D-Methamphetamine	BLANK		0.00		0.00	0.00	0.00	0.00	
34	L-Methamphetamine	DETECTED	034MP033.D	638.18	CM2500-10 POD	7.35	73.41	0.00	83.00	
34	D-Methamphetamine	DETECTED		8317.36		7.34	75.63	0.00	83.00	
35	L-Methamphetamine	DETECTED	035MP034.D	218.65	CM7500 POD	7.35	71.64	0.00	83.13	
35	D-Methamphetamine	DETECTED		2668.52		7.34	72.68	0.00	83.13	
36	L-Methamphetamine	DETECTED	036MP035.D	1620.40	CM10415-10 POD	7.35	73.22	0.00	83.16	
36	D-Methamphetamine	TOO HIGH		14155.24		7.34	74.01	0.00	83.16	
37	L-Methamphetamine	DETECTED	037MP036.D	34.72	CM7500 POD	7.35	73.91	0.00	83.16	
37	D-Methamphetamine	DETECTED		479.30		7.34	74.64	0.00	83.16	
38	L-Methamphetamine	DETECTED	038SP001.D	2501.23	CM10419-20 POD	7.35	75.45	0.00	82.79	
38	D-Methamphetamine	TOO HIGH		20758.30		7.34	73.87	0.00	82.79	
39	L-Methamphetamine	DETECTED	039MP038.D	109.35	CM10421 POD	7.35	72.67	0.00	83.11	
39	D-Methamphetamine	DETECTED		1469.65		7.34	74.46	0.00	83.11	
40	L-Methamphetamine	DETECTED	040MP039.D	48.09	CM5250 POD	7.35	73.13	0.00	83.36	
40	D-Methamphetamine	DETECTED		664.73		7.34	73.82	0.00	83.36	
41	L-Methamphetamine	DETECTED	041MP040.D	58.51	CM7500 POD	7.35	74.25	0.00	82.23	
41	D-Methamphetamine	DETECTED		485.64		7.34	71.18	0.00	82.23	
42	L-Methamphetamine	DETECTED	042MP041.D	24.66	CM10500 POD	7.35	73.75	0.00	82.43	
42	D-Methamphetamine	DETECTED		329.81		7.34	76.25	0.00	82.43	
43	L-Methamphetamine	MEDIA/E	043EB006.D	0.00	Hygeine CONTROL	7.35	*358.00	0.00	82.33	
43	D-Methamphetamine	DETECTED		2.26		7.32	69.45	0.00	82.33	
44	L-Methamphetamine	DETECTED	044MP005.D	17.84	CM50	7.35	73.65	0.00	82.05	
44	D-Methamphetamine	DETECTED		241.67		7.35	73.15	0.00	82.05	

End of Batch

Date of Printing: 8/31/2023

Quest Diagnostics

TXNDL

Batch ID 0830001

Acceptance	Cal	% L or D	Carryover	D Pos
L-Meth	40-60%	70-90%	40-60%	≤ 20%
D-Meth	40-60%	10-30%	40-60%	≥ 80%

Lot Numbers

I.S.	DL021623S	✓
Cal	DL051823C	✓
80L/20D	DL032423B	✓
NRC 80L/20D	DL032423A	✓
Carryover	DL032423CO	✓
Neg	I040623	✓
D Pos	DL032423P	✓

BK 8/30/23

Meth Confirm Rate	Dilution
0-5,000	Neat
5001-20,000	1:10
20,001-99,999	1:20
≥100,000	1:100

Agilent Autotune Ranges

219 abundance: **>40%**
502 abundance: **>2.4%**
70 isotope: **0.5 - 1.6%**
220 isotope: **3.2 - 5.4%**
503 isotope: **7.9 - 12.3%**
water(18): <20 Air(28):<10
EMVolts <3000
Peak Width Pw50: 0.5 - 0.7 amu

2 mL acceptable dilutions

	Sample (µL)	Negative (µL)
NEAT	2000	0
2	1000	1000
4	500	1500
10	200	1800
20	100	1900
40	50	1950
100	20	1980
Serial Dilutions		
200	1:2 then 1:100	
400	1:10 then 1:40	

Quest Diagnostics

D/L Load #	TXNDL0830001	Ratios		Ratios		
	Area of L	↓	Area of D	↓	% D	% L
Control or Accn #						
Cal	22995		20805		47	53
80% L	20317		5084		20	80
NRC 80% L	37231		9953		21	79
C.O. Ctrl	1110875		968277		46	54
Neg	0		0		#DIV/0!	#DIV/0!
D883350	3852		46055		92	8
D882505-20	10756		128621		92	8
D876072-20	14119		171549		92	8
D886321	3080		37157		92	8
D887640	9691		117114		92	8
D862960-10	131874		1515097		91	9
D882697-10 PCO	7944		95216		92	8
D887096 PCO	29325		325726		91	9
D878447-10 PCO	9183		112744		92	8
D890915 PCO	1546		18914		92	8
D792415-20 PCO	9890		119464		92	8
D894879 PCO	8985		106671		92	8
D883329 PCO	5216		63903		92	8
D879851 PCO	2368		29159		92	8
D878256 PCO	894		10462		92	8
D958908***	0		0		#DIV/0!	#DIV/0!
D875381-20	39492		475000		92	8
D812255	6089		72259		92	8
D891022-10	5366		65452		92	8
D871483	3674		45779		92	8
D816399-100	26666		316364		92	8
D894038	1760		22216		92	8
D POS	2124		25939		92	8
					#DIV/0!	#DIV/0!
					#DIV/0!	#DIV/0!
					#DIV/0!	#DIV/0!
D Pos					#DIV/0!	#DIV/0!

Version 6

WKF
William K. Floyd SEP 0 1 2023

Quest Diagnostics

D/L Load #	0830001CONTINUED	Ratios		Ratios		
	Area of L	↓	Area of D	↓	% D	% L
Control or Accn #						
Cal	22995		20805		47	53
80% L	20317		5084		20	80
NRC 80% L	37231		9953		21	79
C.O. Ctrl	1110875		968277		46	54
Neg	0		0		#DIV/0!	#DIV/0!
D882697-10 PCO RE	7709		93380		92	8
D887096 PCO RE	29727		330395		91	9
D878447-10 PCO RE	9281		114848		92	8
D890915 PCO RE	1564		19163		92	8
D792415-20 PCO RE	10194		124264		92	8
D894879 PCO RE	8997		107502		92	8
D883329 PCO RE	5107		62605		92	8
D879851 PCO RE	2501		30846		92	8
D878256 PCO RE	899		10625		92	8
NEG CTRL	0		0		#DIV/0!	#DIV/0!
					#DIV/0!	#DIV/0!
					#DIV/0!	#DIV/0!
					#DIV/0!	#DIV/0!
					#DIV/0!	#DIV/0!
					#DIV/0!	#DIV/0!
					#DIV/0!	#DIV/0!
					#DIV/0!	#DIV/0!
					#DIV/0!	#DIV/0!
					#DIV/0!	#DIV/0!
					#DIV/0!	#DIV/0!
					#DIV/0!	#DIV/0!
					#DIV/0!	#DIV/0!
					#DIV/0!	#DIV/0!
					#DIV/0!	#DIV/0!
					#DIV/0!	#DIV/0!
					#DIV/0!	#DIV/0!
					#DIV/0!	#DIV/0!
D Pos	2089		25482		92	8

Version 6

WKF
William K. Floyd SEP 0 1 2023

PRE-RUN BATCH FILE SUMMARY A13

Post-Batch Name : C:\msdchem\1\sequence\TXNDL0830001.S
Original Data Path : C:\MSDCHEM\1\DATA\
Last Modified on : 31 Aug 2023 at 03:47 am

Method: DLMETH URINE.M; Intelligent Sequencing: Off First Blank: 96

Line	SampleType	Vial	Sample Name	Multiplier
1)	BATCHDIR - TXNDL0830001			
2)	Specimen	1	RT	1.00
3)	Specimen	2	RT	1.00
4)	Calibrator	2	D/L CALIBRATOR	1.00
5)	REQTSTDS			
6)	Specimen	3	80:20 CONTROL	1.00
7)	Specimen	4	80:20 NRC	1.00
8)	Specimen	5	Carryover CONTROL	1.00
9)	Specimen	6	Negative CONTROL	1.00
10)	Specimen	7	D883350	1.00
11)	Specimen	8	D882505-20	20.00
12)	Specimen	9	D876072-20	20.00
13)	Specimen	10	D886321	1.00
14)	Specimen	11	D887640	1.00
15)	Specimen	12	D862960-10	10.00
16)	Specimen	13	D882697-10	10.00
17)	Specimen	14	D887096	1.00
18)	Specimen	15	D878447-10	10.00
19)	Specimen	16	D890915	1.00
20)	Specimen	17	D792415-20	20.00
21)	Specimen	18	D894879	1.00
22)	Specimen	19	D883329	1.00
23)	Specimen	20	D879851	1.00
24)	Specimen	21	D878256	1.00
25)	Specimen	22	D958908***	1.00
26)	Specimen	23	D875381-20	20.00
27)	Specimen	24	D812255	1.00
28)	Specimen	25	D891022-10	10.00
29)	Specimen	26	D871483	1.00
30)	Specimen	27	D816399-100	100.00
31)	Specimen	28	D894038	1.00
32)	Specimen	29	D POS	1.00

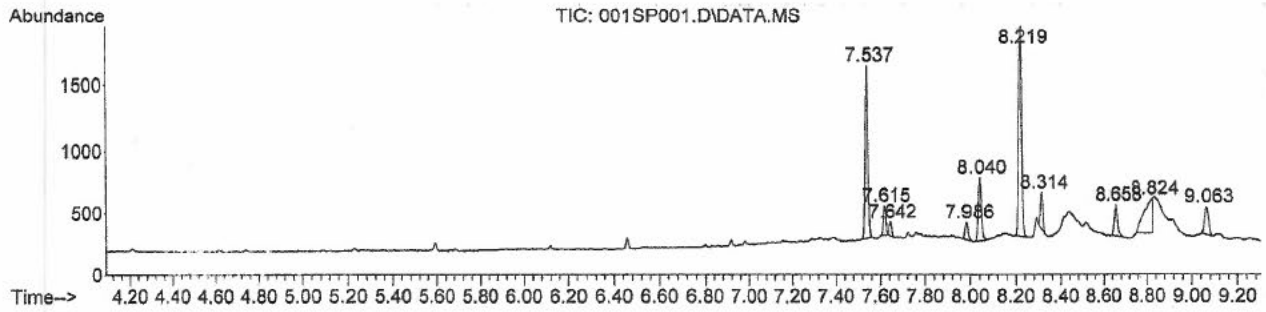
(@) Indicates that Sample name has been truncated.

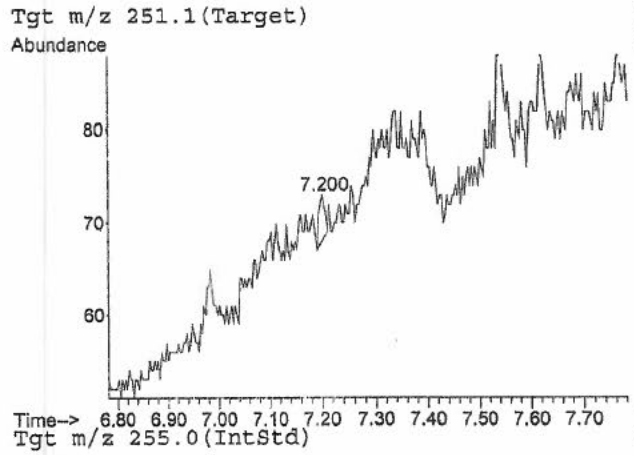
	Solvents Checked	Initials	Name	Date
Sequence Built/Vials Verified	AV	AV	AMY VANG	AUG 31 2023
Pre-injection Sequence-Vials Verified By:	JB	JB	Joebrielle Bryant	AUG 31 2023
Post-injection Sequence-Vials Verified By:	PM	PM	Phoebe Murashigadi	08-31-23

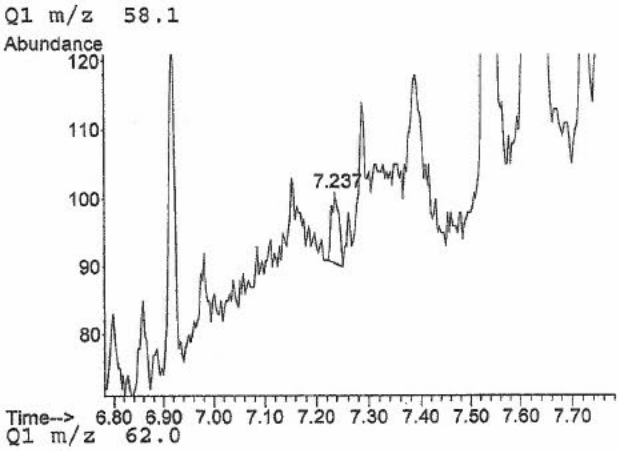
QUANTITATION REPORT FOR L-Methamphetamine ON : Quest Diagnostics/A13

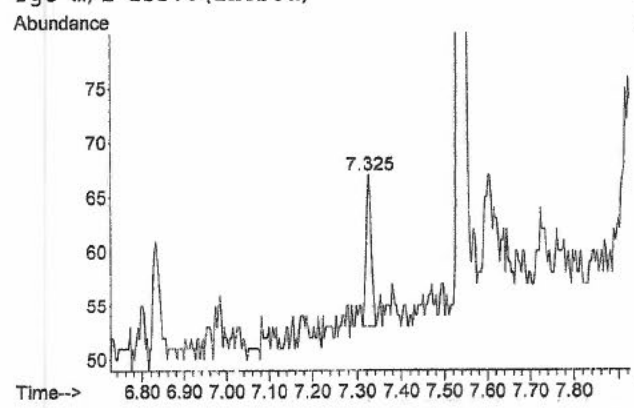
Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\001SP001.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 30 Aug 2023 9:38 pm
Acquisition date : 31 Aug 2023 4:09 am
Sample Name : RT
Misc Info :
Vial Number : 1

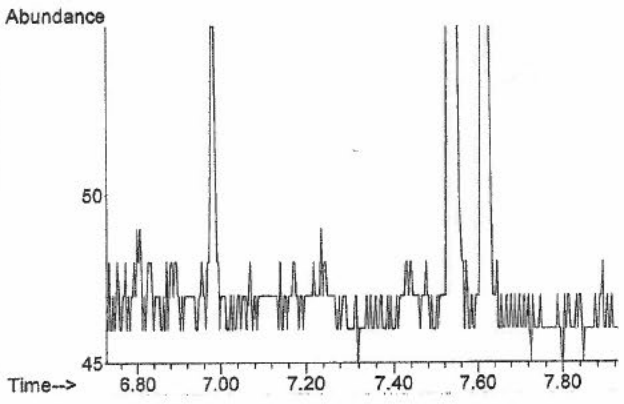
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
D5 D-Methamphetamine						
	255.0	7.325	7.178- 7.471	12		0- 2405
	62.0			0	0.0*	67.8-101.8
L-Methamphetamine						
	251.1	7.200	7.135- 7.427	4		
	58.1			10	250.0*	58.6- 88.0









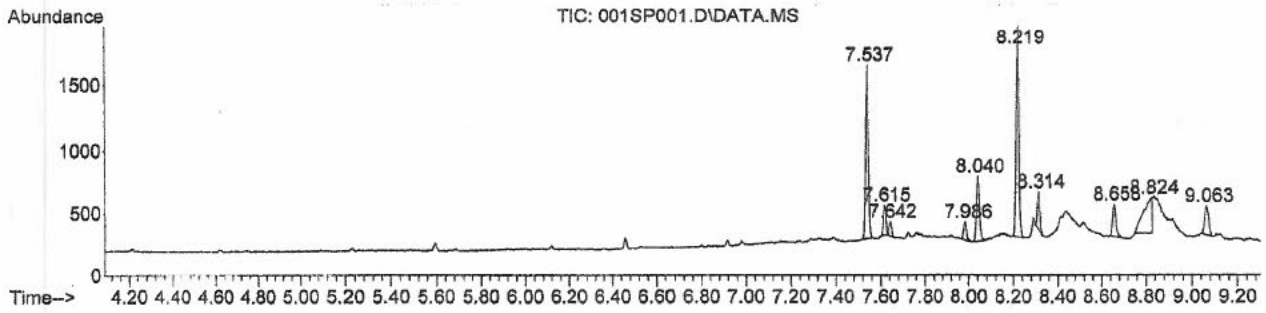


Printed on : 31 Aug 2023 4:16 am

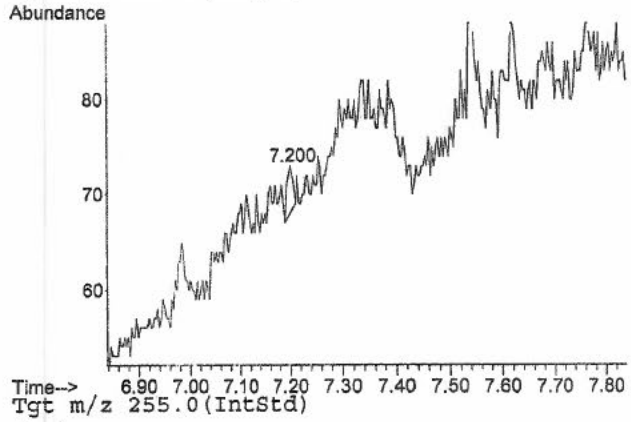
QUANTITATION REPORT FOR D-Methamphetamine ON : Quest Diagnostics/A13

Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\001SP001.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 30 Aug 2023 9:38 pm
Acquisition date : 31 Aug 2023 4:09 am
Sample Name : RT
Misc Info :
Vial Number : 1

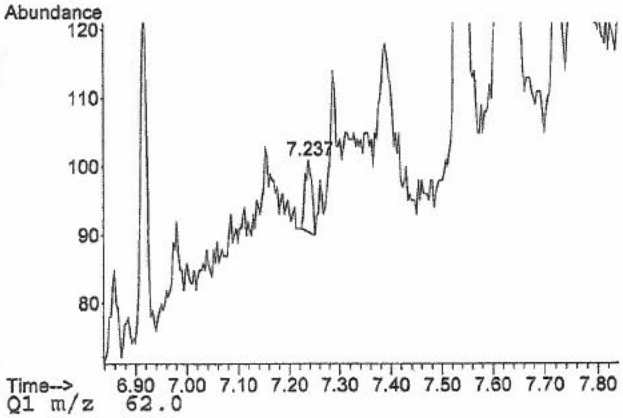
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
D5 D-Methamphetamine						
	255.0	7.325	7.178- 7.471	12		0- 2405
	62.0			0	0.0*	67.8-101.8
D-Methamphetamine						
	251.1	7.200	7.192- 7.485	4		
	58.1			10	250.0*	65.4- 98.0



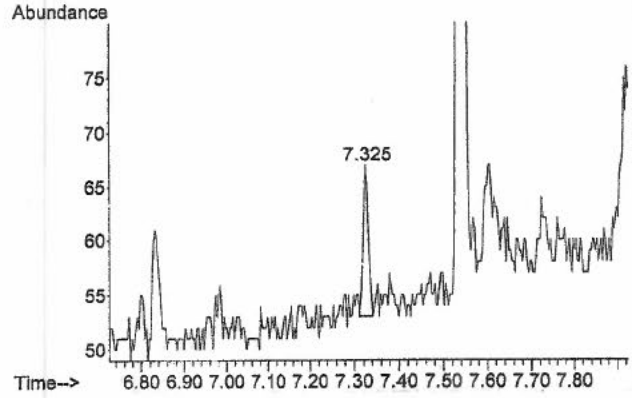
Tgt m/z 251.1(Target)



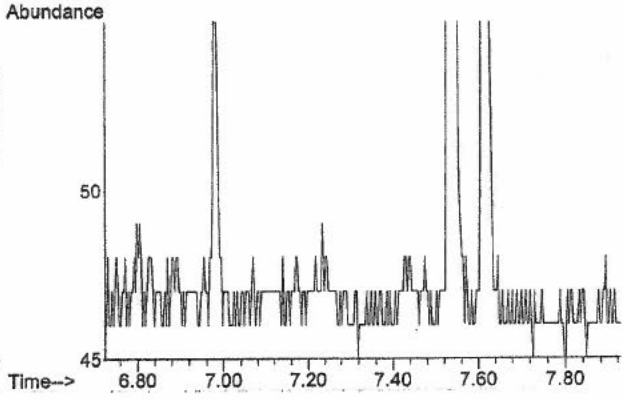
Q1 m/z 58.1



Tgt m/z 255.0(IntStd)



Q1 m/z 62.0

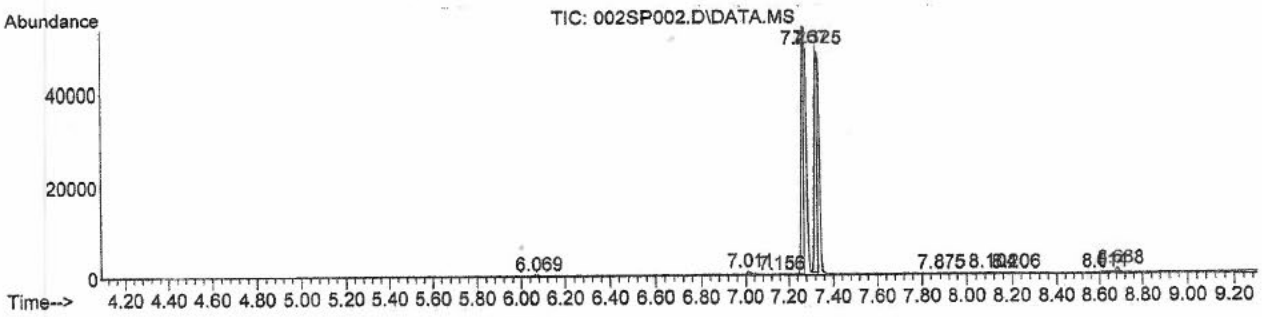


Printed on : 31 Aug 2023 4:16 am

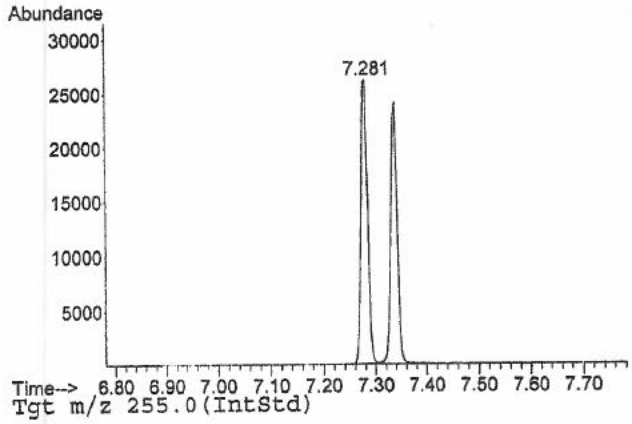
QUANTITATION REPORT FOR L-Methamphetamine ON : Quest Diagnostics/A13

Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\002SP002.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 30 Aug 2023 9:38 pm
Acquisition date : 31 Aug 2023 4:23 am
Sample Name : RT
Misc Info :
Vial Number : 2

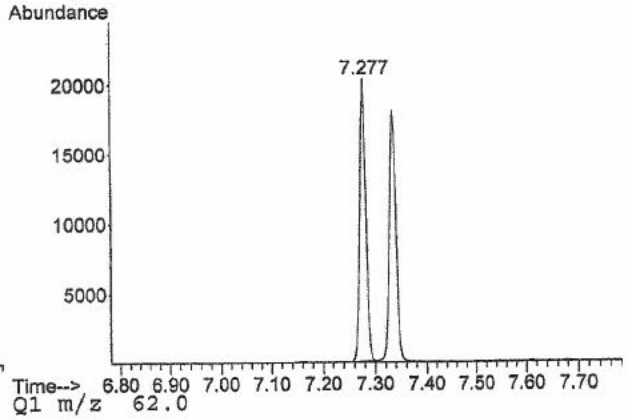
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
D5 D-Methamphetamine						
	255.0	7.325	7.178- 7.471	20651*		0- 2405
	62.0			17245	83.5	67.8-101.8
L-Methamphetamine						
	251.1	7.281	7.135- 7.427	23169		
	58.1			16982	73.3	58.6- 88.0



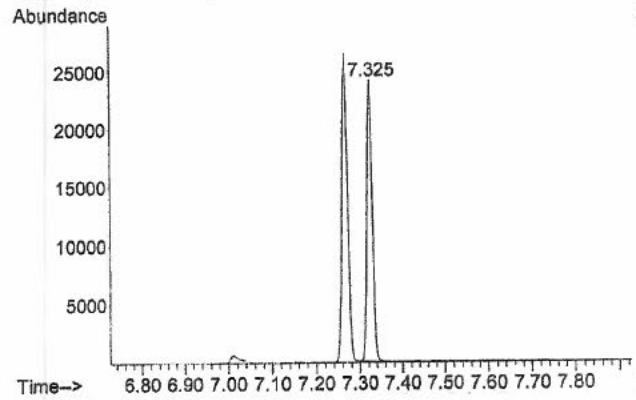
Tgt m/z 251.1(Target)



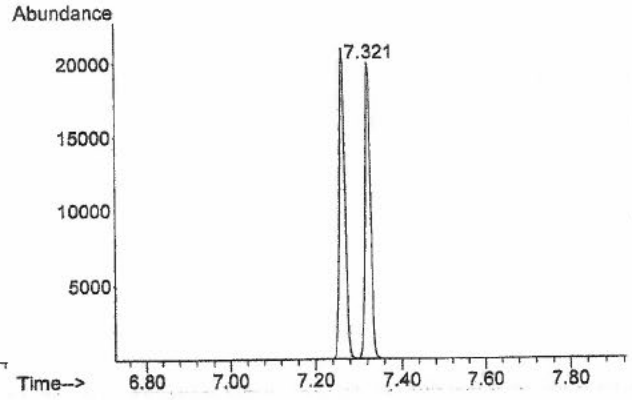
Q1 m/z 58.1



Tgt m/z 255.0(IntStd)



Q1 m/z 62.0

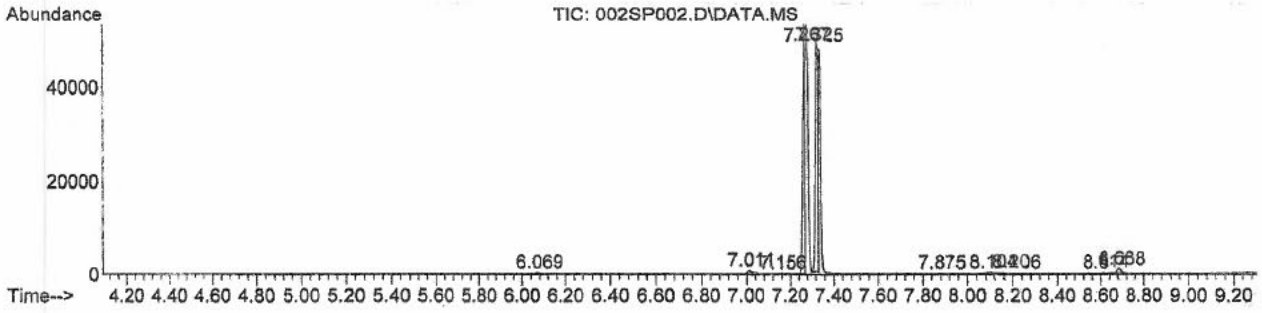


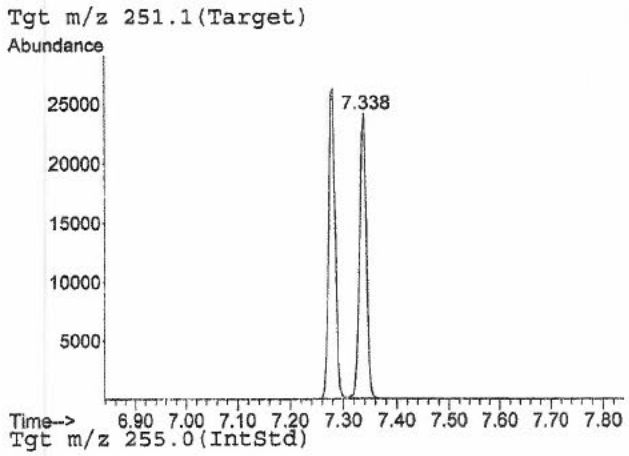
Printed on : 31 Aug 2023 4:30 am

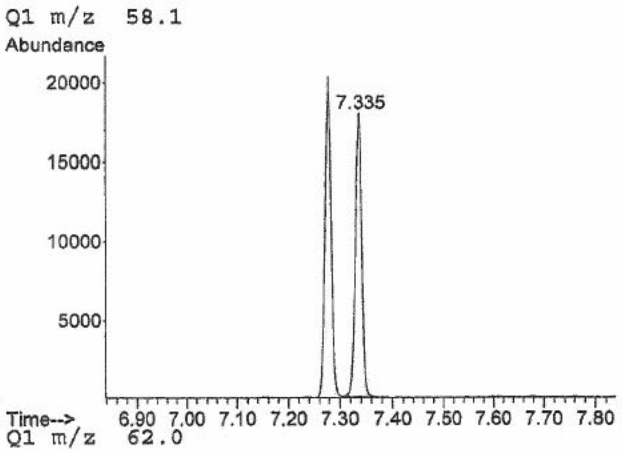
QUANTITATION REPORT FOR D-Methamphetamine ON : Quest Diagnostics/A13

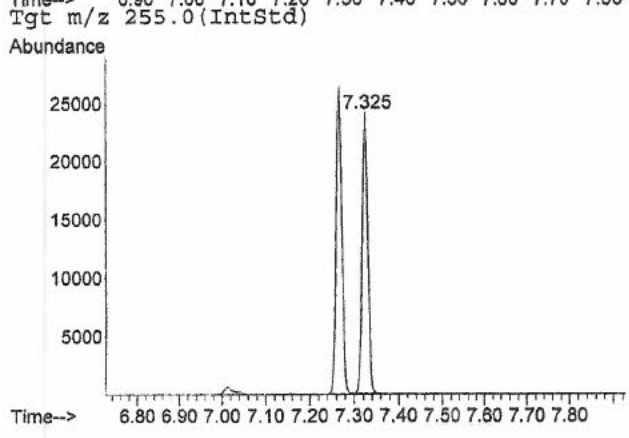
Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\002SP002.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 30 Aug 2023 9:38 pm
Acquisition date : 31 Aug 2023 4:23 am
Sample Name : RT
Misc Info :
Vial Number : 2

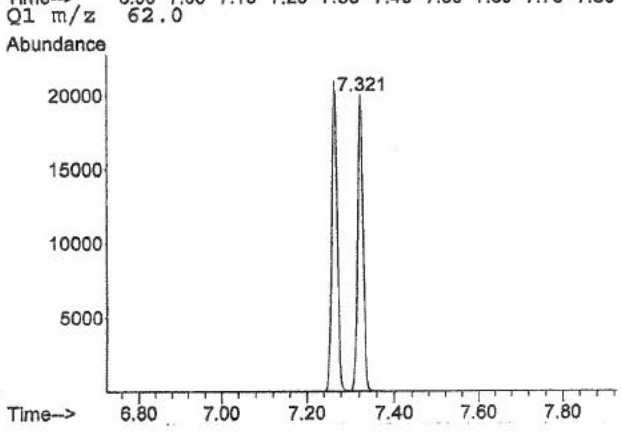
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
D5 D-Methamphetamine						
	255.0	7.325	7.178- 7.471	20651*		0- 2405
	62.0			17245	83.5	67.8-101.8
D-Methamphetamine						
	251.1	7.338	7.192- 7.485	20860		
	58.1			15627	74.9	65.4- 98.0











Printed on : 31 Aug 2023 4:30 am

Batch Calibration Sample

File :C:\MSDCHEM\1\DATA\TXNDL0830001\003CA002.D
Operator :
Acquired : 31 Aug 2023 4:37 am using AcqMethod DLMETH URINE.M
Sample Name: D/L CALIBRATOR
Misc Info :
Vial Number: 2

d/l methamphetamine in urine
Calibration Last Updated: Thu Aug 31 04:44:29 2023

Reference Window: 4.00 Percent
Non-Reference Window: 4.00 Percent
Correlation Window: 0.05 minutes
Default Multiplier: 1.00
Default Sample Concentration: 0.00

Compound Information

---

1) D5 D-Methamphetamine (ISTD TR)

Ret. Time 7.32 min., Extract & Integrate from 6.72 to 7.92 min.

Signal	Rel Resp.	Pct. Unc.(rel)	Integration
Tgt 255.00			*** METH DEFAULT ***
Q1 62.00	83.00	20.0	*** METH DEFAULT ***

Lvl	ID	Conc (ng/mL)	Response
1		250.000	20569

Qualifier Peak Analysis OFF ISTD conc: 250.000 ng/mL
Curve Fit: Linear, forced through origin

---

2) L-Methamphetamine ( )

Ret. Time 7.28 min., Extract & Integrate from 6.78 to 7.78 min.

Signal	Rel Resp.	Pct. Unc.(rel)	Integration
Tgt 251.10			*** METH DEFAULT ***
Q1 58.10	73.20	20.0	*** METH DEFAULT ***

Lvl	ID	Conc (ng/mL)	Response
1		250.000	22995

Qualifier Peak Analysis OFF
Curve Fit: Linear, forced through origin

---

3) D-Methamphetamine ( )

Ret. Time 7.33 min., Extract & Integrate from 6.83 to 7.83 min.

Signal	Rel Resp.	Pct. Unc.(rel)	Integration
Tgt 251.10			*** METH DEFAULT ***
Q1 58.10	74.60	20.0	*** METH DEFAULT ***

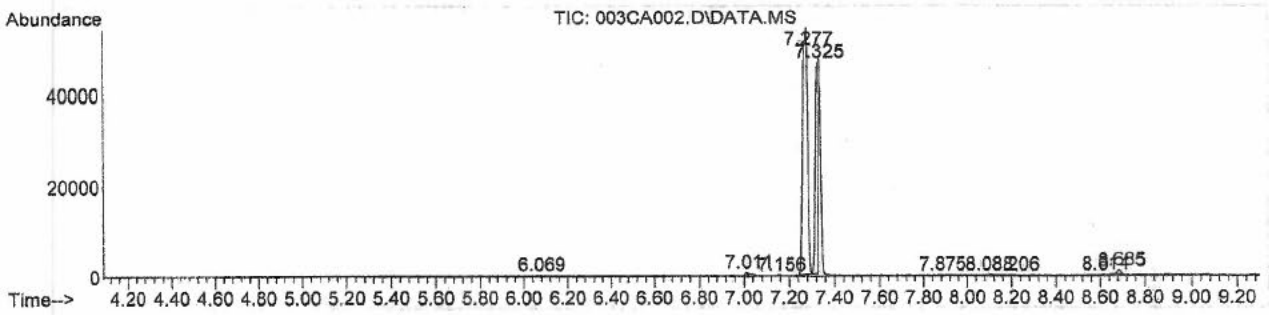
Lvl	ID	Conc (ng/mL)	Response
1		250.000	20805

Qualifier Peak Analysis OFF
Curve Fit: Linear, forced through origin

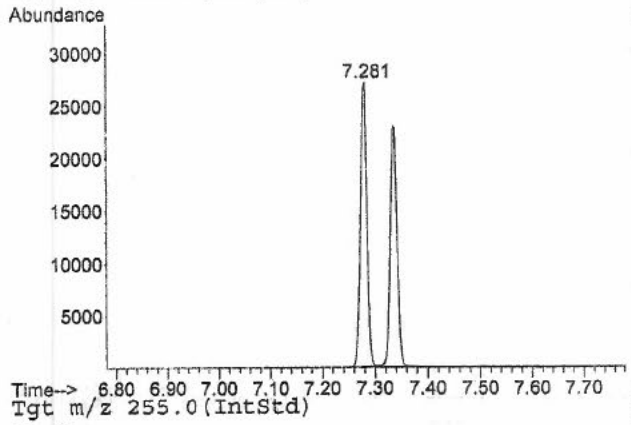
QUANTITATION REPORT FOR L-Methamphetamine ON : Quest Diagnostics/A13

Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\003CA002.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 31 Aug 2023 4:44 am
Acquisition date : 31 Aug 2023 4:37 am
Sample Name : D/L CALIBRATOR
Misc Info :
Vial Number : 2

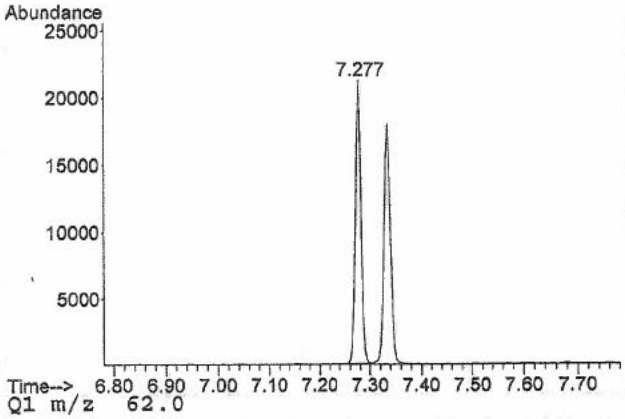
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
D5 D-Methamphetamine						
	255.0	7.325	7.178- 7.471	20569*		0- 2405
	62.0			17081	83.0	66.4- 99.6
L-Methamphetamine						
	251.1	7.281	7.135- 7.426	22995		
	58.1			16843	73.2	58.6- 87.8



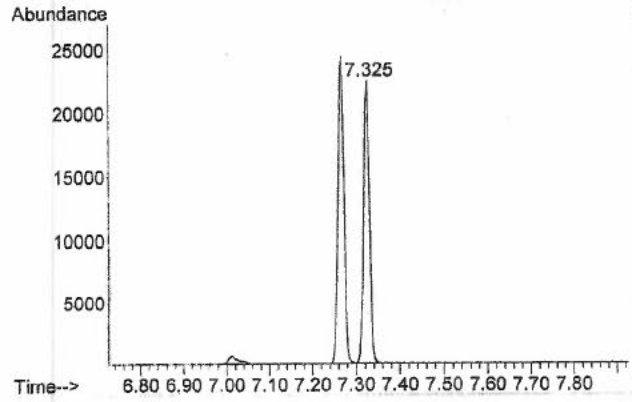
Tgt m/z 251.1(Target)



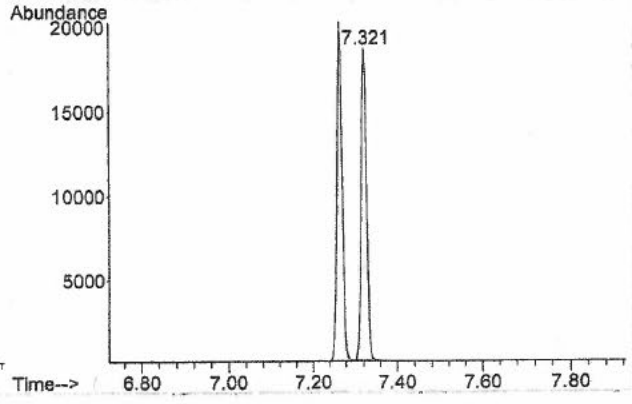
Q1 m/z 58.1



Tgt m/z 255.0(IntStd)



Q1 m/z 62.0

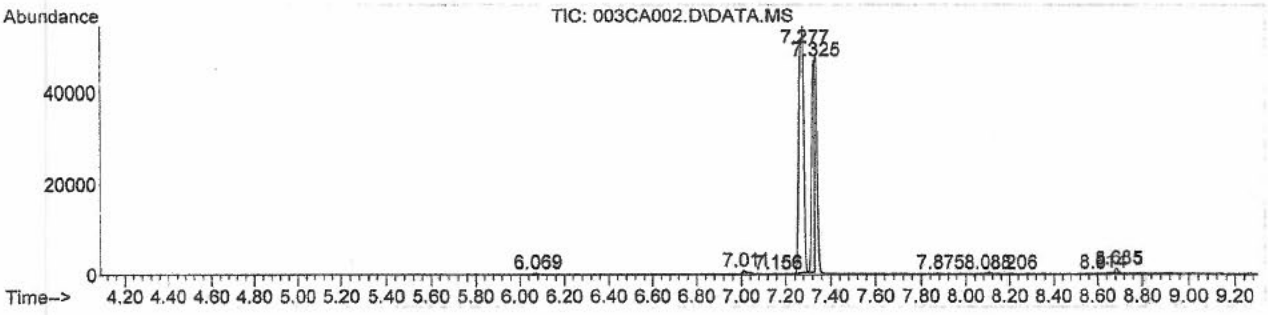


Printed on : 31 Aug 2023 4:44 am

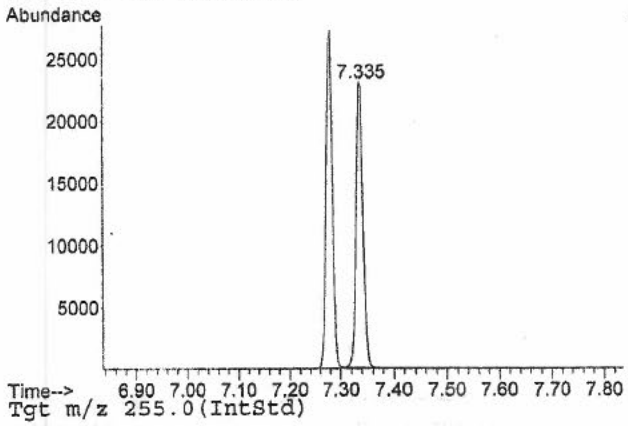
QUANTITATION REPORT FOR D-Methamphetamine ON : Quest Diagnostics/A13

Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\003CA002.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 31 Aug 2023 4:44 am
Acquisition date : 31 Aug 2023 4:37 am
Sample Name : D/L CALIBRATOR
Misc Info :
Vial Number : 2

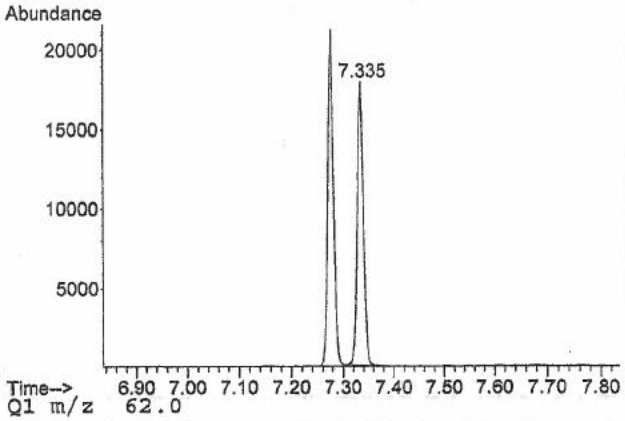
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
D5 D-Methamphetamine						
	255.0	7.325	7.178- 7.471	20569*		0- 2405
	62.0			17081	83.0	66.4- 99.6
D-Methamphetamine						
	251.1	7.335	7.188- 7.482	20805		
	58.1			15520	74.6	59.7- 89.5



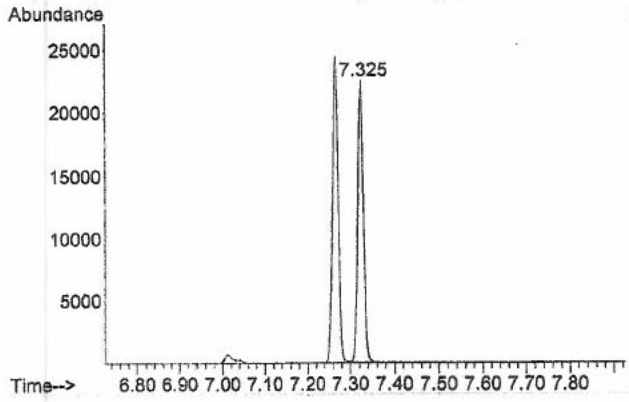
Tgt m/z 251.1(Target)



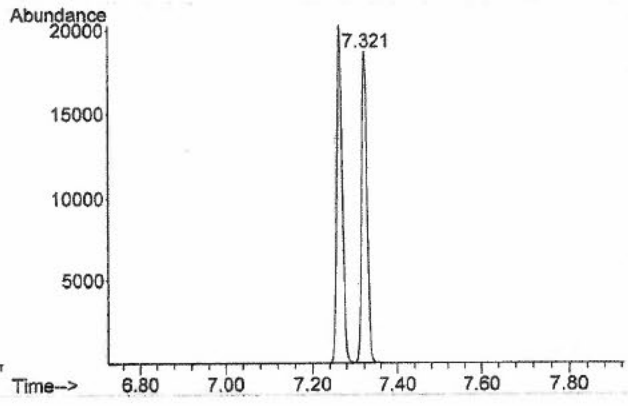
Q1 m/z 58.1



Tgt m/z 255.0(IntStd)



Q1 m/z 62.0

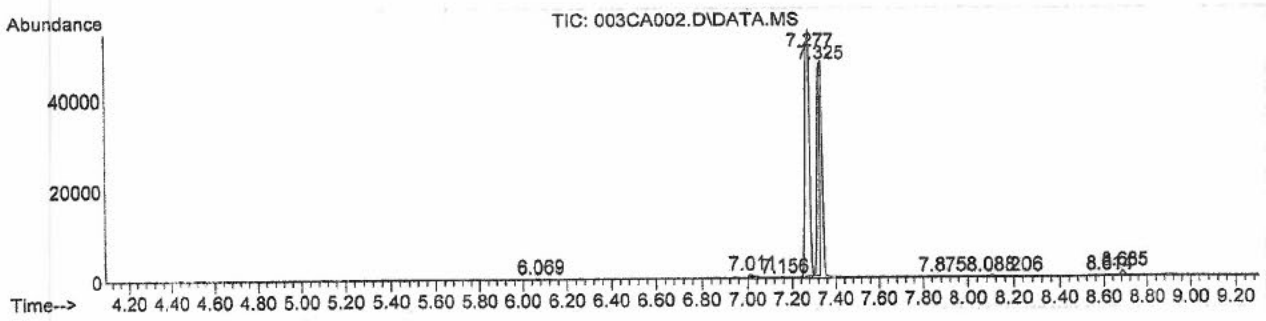


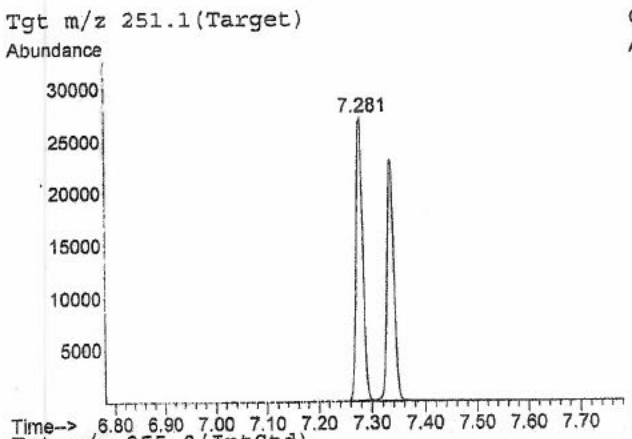
Printed on : 31 Aug 2023 4:44 am

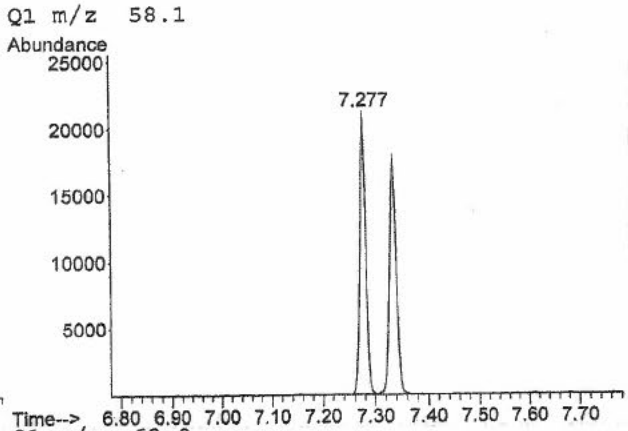
QUANTITATION REPORT FOR L-Methamphetamine ON : Quest Diagnostics/A13

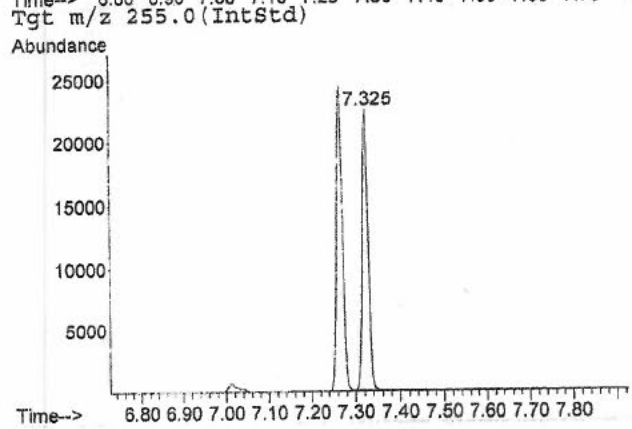
Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\003CA002.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 31 Aug 2023 4:44 am
Acquisition date : 31 Aug 2023 4:37 am
Sample Name : D/L CALIBRATOR
Misc Info :
Vial Number : 2

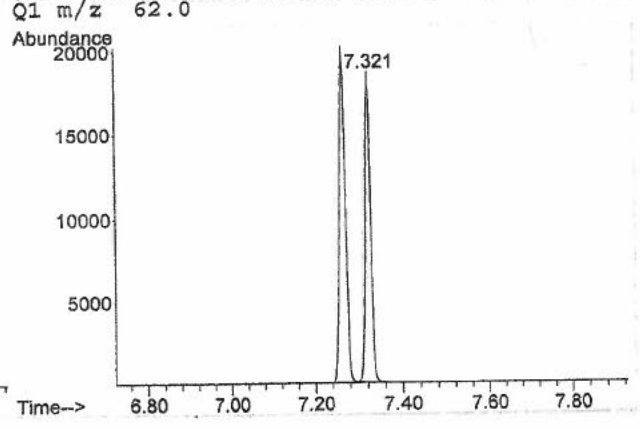
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
D5 D-Methamphetamine						
	255.0	7.325	7.178- 7.471	20569		0- 102845
	62.0			17081	83.0	66.4- 99.6
L-Methamphetamine						
	251.1	7.281	7.135- 7.426	22995		
	58.1			16843	73.2	58.6- 87.8









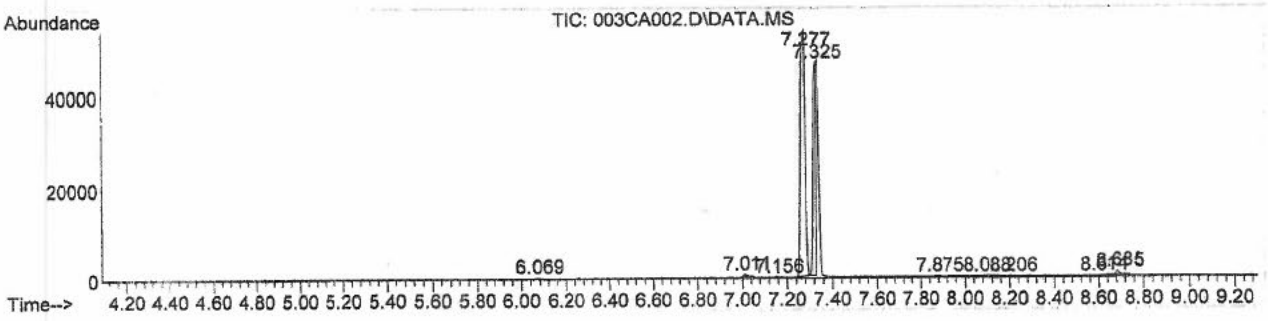


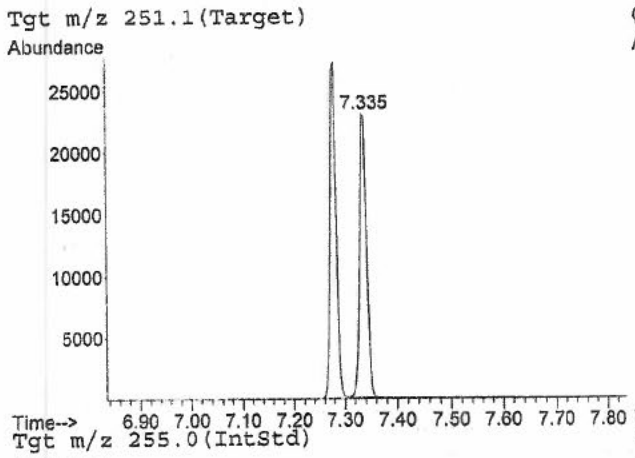
Printed on : 31 Aug 2023 4:44 am

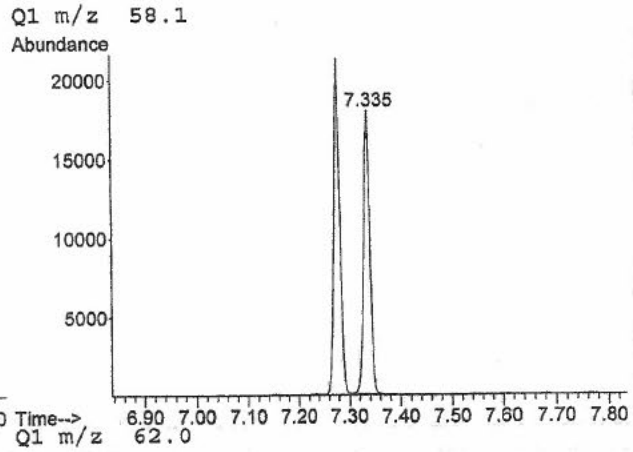
QUANTITATION REPORT FOR D-Methamphetamine ON : Quest Diagnostics/A13

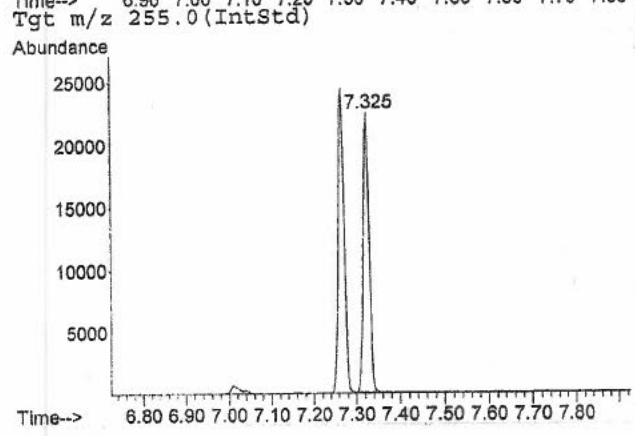
Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\003CA002.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 31 Aug 2023 4:44 am
Acquisition date : 31 Aug 2023 4:37 am
Sample Name : D/L CALIBRATOR
Misc Info :
Vial Number : 2

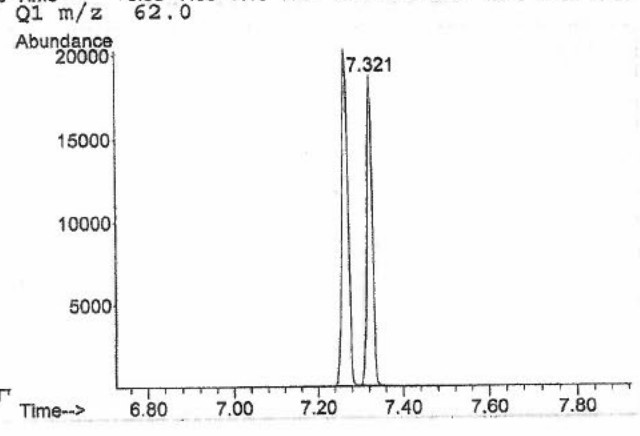
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
D5 D-Methamphetamine						
	255.0	7.325	7.178- 7.471	20569		0- 102845
	62.0			17081	83.0	66.4- 99.6
D-Methamphetamine						
	251.1	7.335	7.188- 7.482	20805		
	58.1			15520	74.6	59.7- 89.5











Printed on : 31 Aug 2023 4:44 am

Calibration Summary Report
d/l methamphetamine in urine

Instrument : A13
Acquisition Method: C:\MSDCHEM\1\DATA\TXNDL0830001\DLMETH URINE.M
Calib Update Time : Thu Aug 31 04:44:29 2023
Data Path : C:\MSDCHEM\1\DATA\TXNDL0830001\

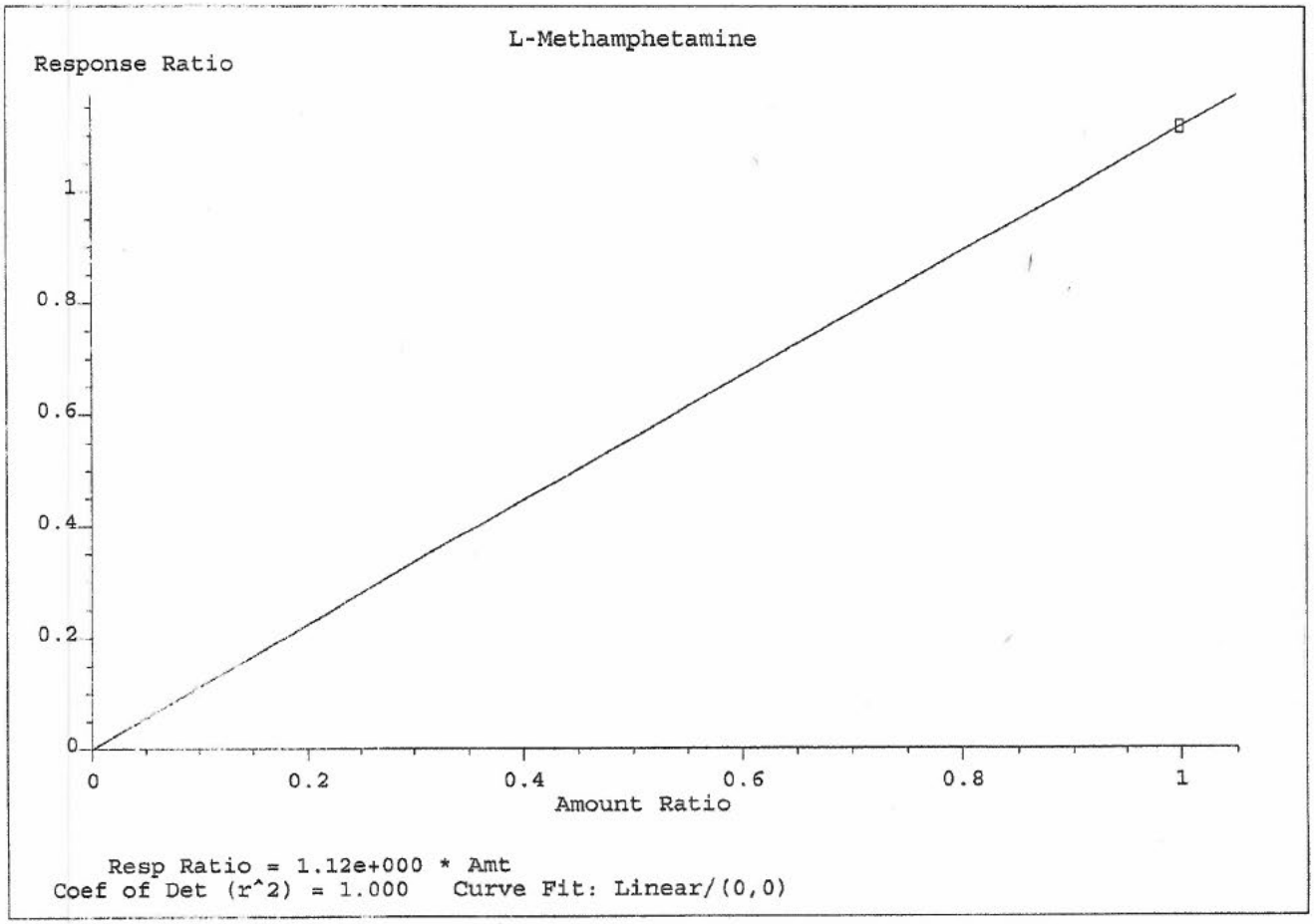
Compound Information:

1) D5 D-Methamphetamine (ISTD)

Lvl	File	Conc	R.T.	Response 255.00	62.00
1	003CA002.D	250.00	7.32	20569	83.04
	Average:		7.32	20569	83.04
				ISTD Range(	0.00-102845.00)

2) L-Methamphetamine

Lvl	File	Conc	R.T.	Response 251.10	58.10	0.00	Rf
1	003CA002.D	250.00	7.28	22995	73.25	0.00	1.118
	Average:		7.28		73.25	0.00	1.118
	Correlation Coefficient = 1.0000				Rf Range (0.894- 1.342)		



Thu Aug 31 04:44:46 2023 Page 1

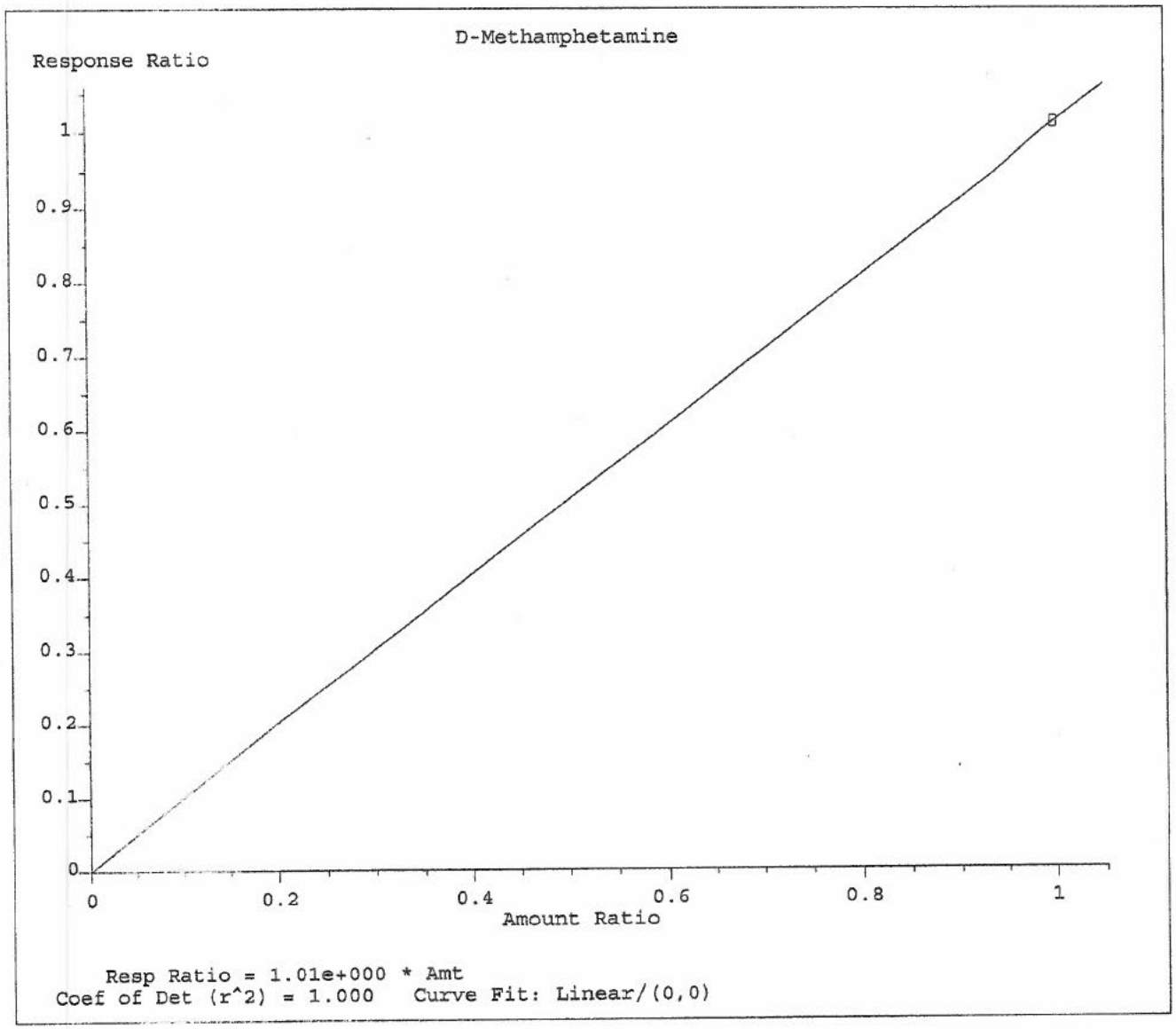
Calibration Summary Report
d/1 methamphetamine in urine

Instrument : A13
Acquisition Method: C:\MSDCHEM\1\DATA\TXNDL0830001\DLMETH URINE.M
Calib Update Time : Thu Aug 31 04:44:29 2023
Data Path : C:\MSDCHEM\1\DATA\TXNDL0830001\

Compound Information:

3) D-Methamphetamine

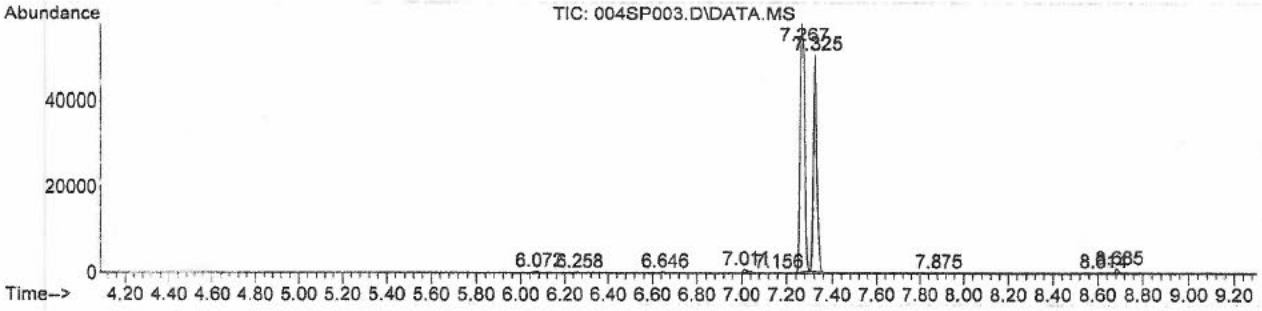
Lvl	File	Conc	R.T.	Response 251.10	58.10	0.00	Rf
1	003CA002.D	250.00	7.33	20805	74.60	0.00	1.011
	Average:		7.33		74.60	0.00	1.011
	Correlation Coefficient = 1.0000				Rf Range (0.809- 1.214)		



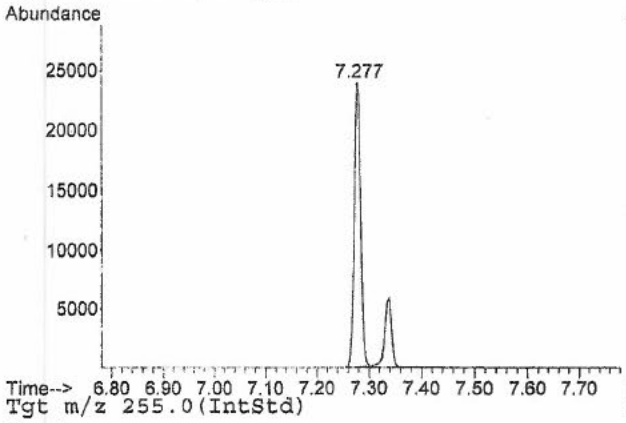
QUANTITATION REPORT FOR L-Methamphetamine ON : Quest Diagnostics/A13

Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\004SP003.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 31 Aug 2023 4:44 am
Acquisition date : 31 Aug 2023 4:51 am
Sample Name : 80:20 CONTROL
Misc Info :
Vial Number : 3

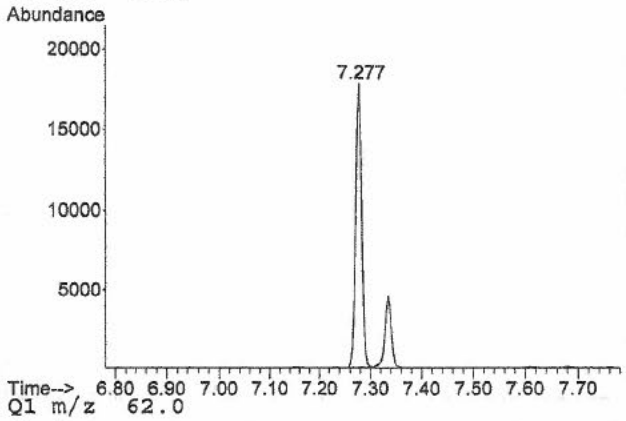
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
D5 D-Methamphetamine						
	255.0	7.325	7.178- 7.471	23683		0- 102845
	62.0			19880	83.9	66.4- 99.6
L-Methamphetamine						
	251.1	7.277	7.135- 7.426	20317		
	58.1			14757	72.6	58.6- 87.8



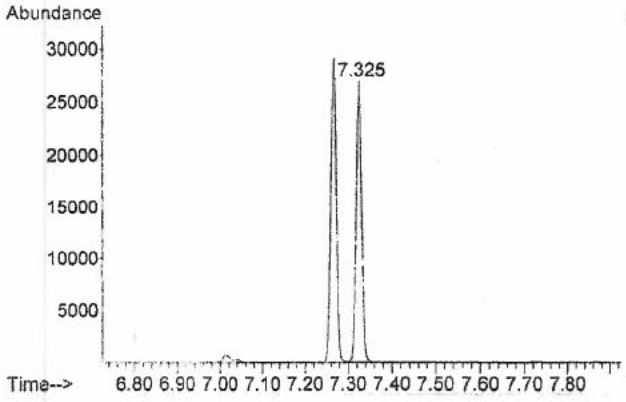
Tgt m/z 251.1(Target)



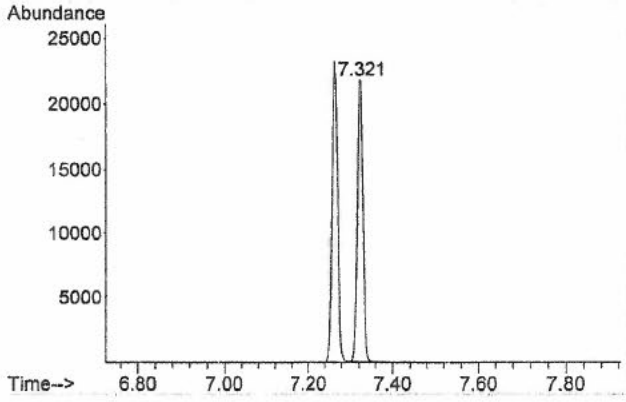
Q1 m/z 58.1



Tgt m/z 255.0(IntStd)



Q1 m/z 62.0

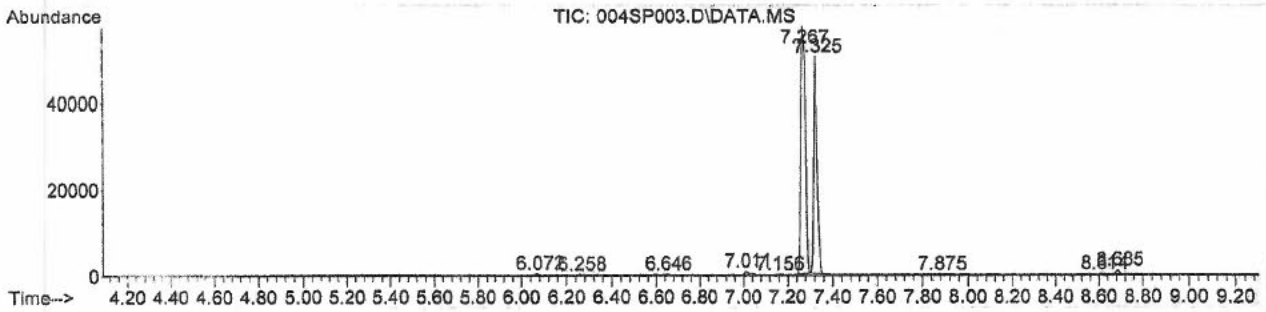


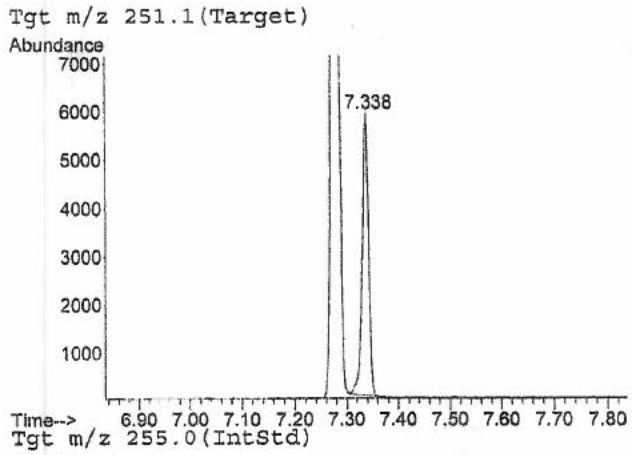
Printed on : 31 Aug 2023 4:58 am

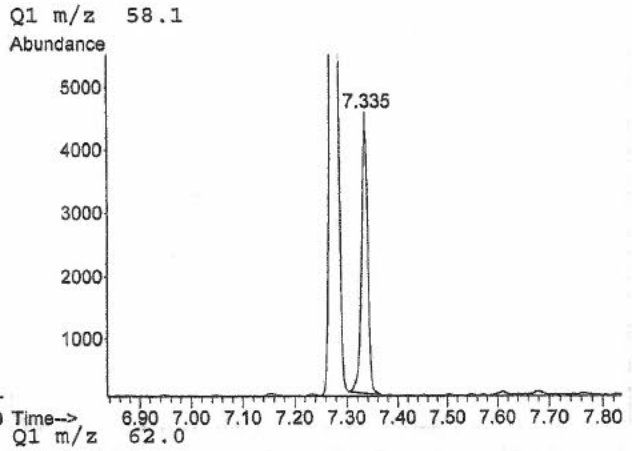
QUANTITATION REPORT FOR D-Methamphetamine ON : Quest Diagnostics/A13

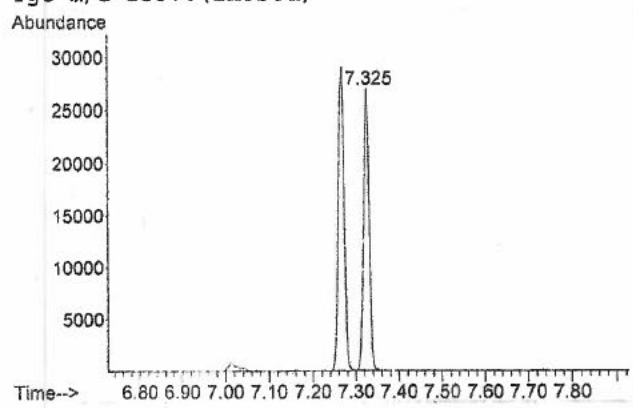
Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\004SP003.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 31 Aug 2023 4:44 am
Acquisition date : 31 Aug 2023 4:51 am
Sample Name : 80:20 CONTROL
Misc Info :
Vial Number : 3

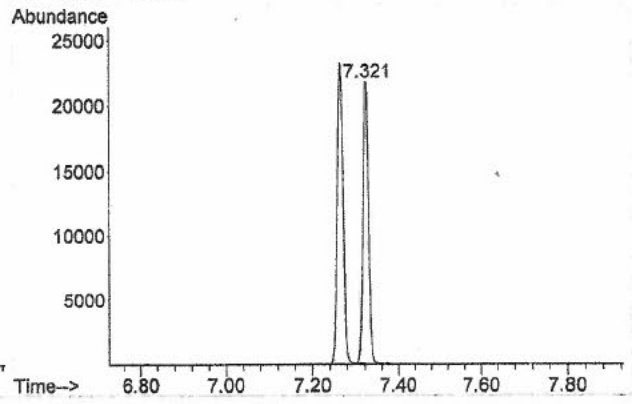
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
D5 D-Methamphetamine						
	255.0	7.325	7.178- 7.471	23683		0- 102845
	62.0			19880	83.9	66.4- 99.6
D-Methamphetamine						
	251.1	7.338	7.188- 7.482	5084		
	58.1			3882	76.4	59.7- 89.5









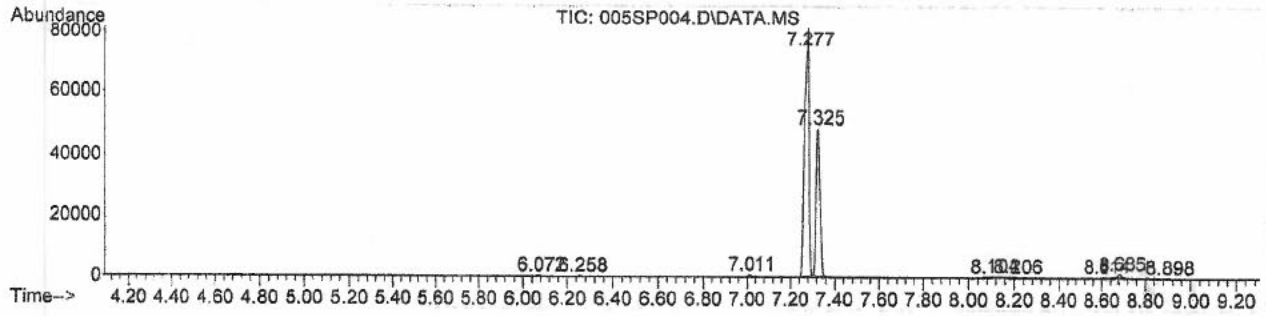


Printed on : 31 Aug 2023 4:58 am

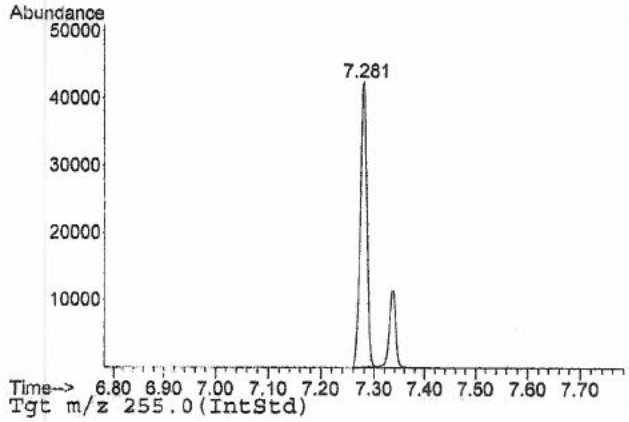
QUANTITATION REPORT FOR L-Methamphetamine ON : Quest Diagnostics/A13

Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\005SP004.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 31 Aug 2023 4:44 am
Acquisition date : 31 Aug 2023 5:05 am
Sample Name : 80:20 NRC
Misc Info :
Vial Number : 4

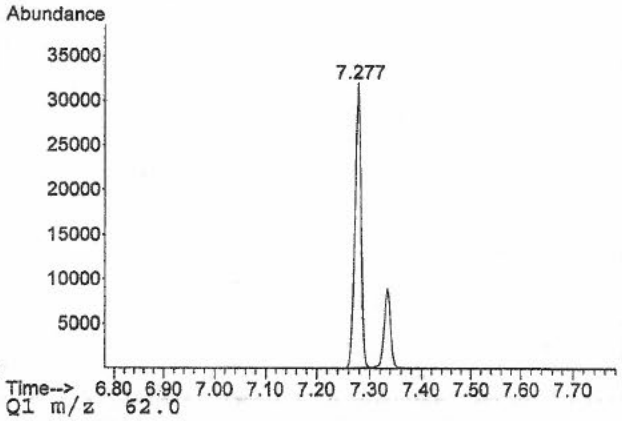
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
D5 D-Methamphetamine						
	255.0	7.325	7.178- 7.471	22917		0- 102845
	62.0			18998	82.9	66.4- 99.6
L-Methamphetamine						
	251.1	7.281	7.135- 7.426	37231		
	58.1			26788	72.0	58.6- 87.8



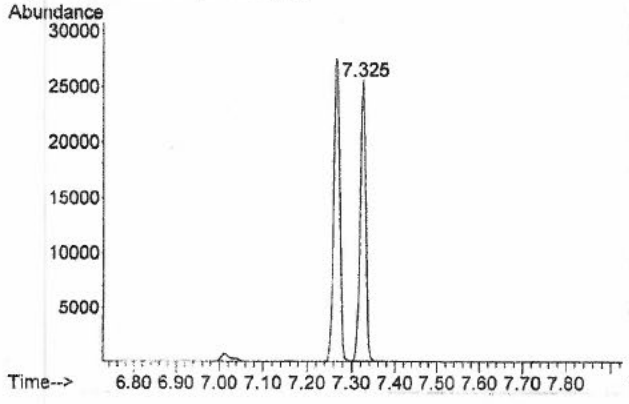
Tgt m/z 251.1(Target)



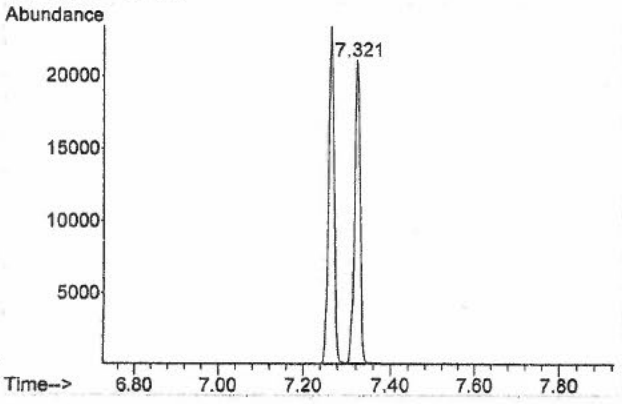
Q1 m/z 58.1



Tgt m/z 255.0(IntStd)



Q1 m/z 62.0

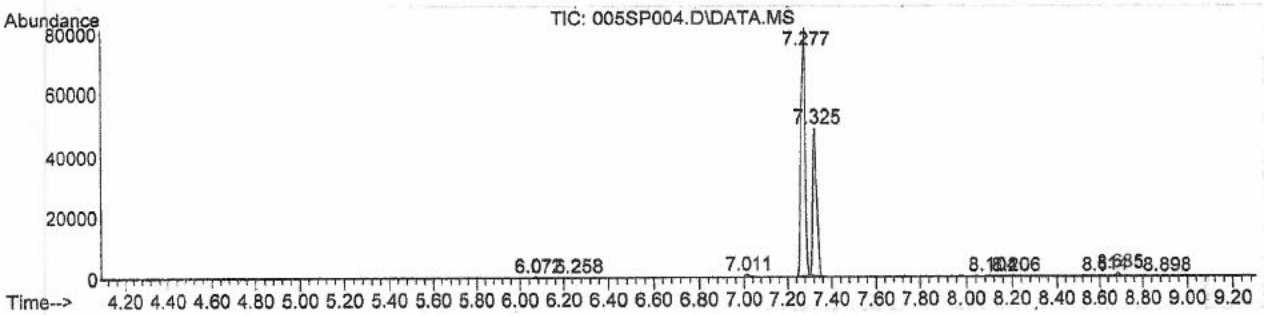


Printed on : 31 Aug 2023 5:12 am

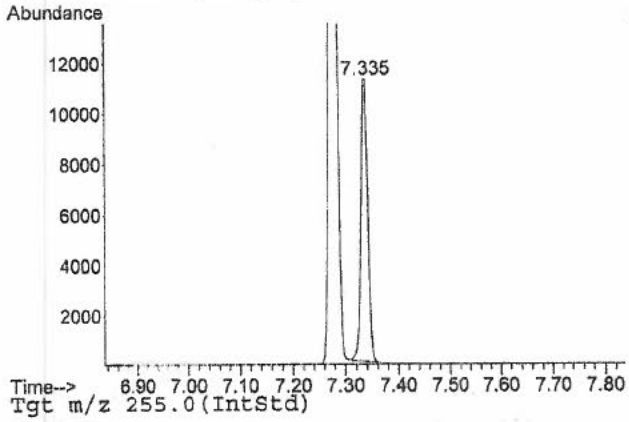
QUANTITATION REPORT FOR D-Methamphetamine ON : Quest Diagnostics/A13

Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\005SP004.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 31 Aug 2023 4:44 am
Acquisition date : 31 Aug 2023 5:05 am
Sample Name : 80:20 NRC
Misc Info :
Vial Number : 4

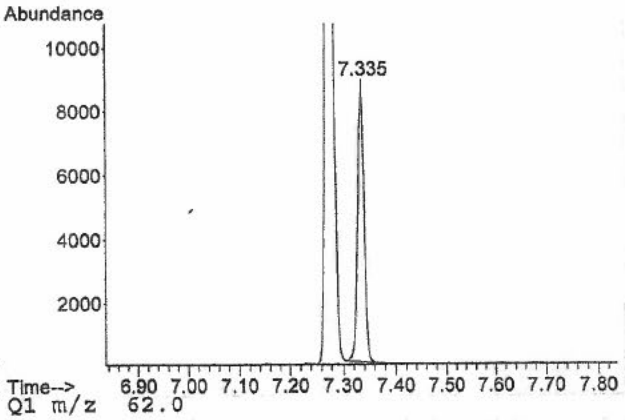
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
D5 D-Methamphetamine						
	255.0	7.325	7.178- 7.471	22917		0- 102845
	62.0			18998	82.9	66.4- 99.6
D-Methamphetamine						
	251.1	7.335	7.188- 7.482	9953		
	58.1			7489	75.2	59.7- 89.5



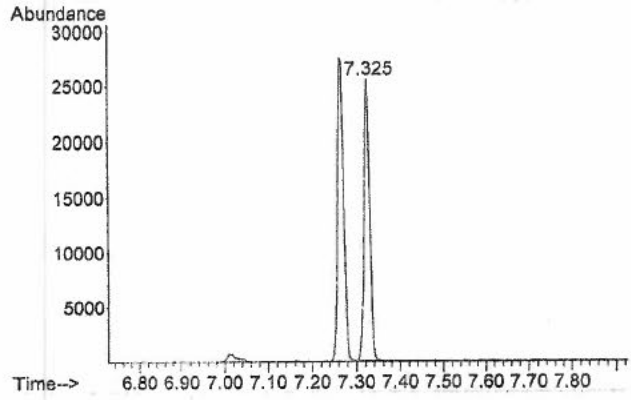
Tgt m/z 251.1(Target)



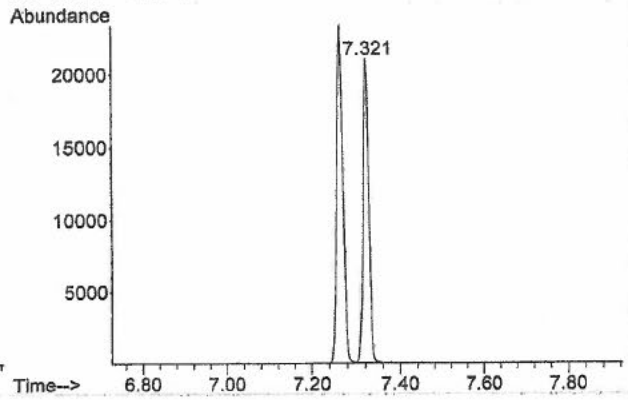
Q1 m/z 58.1



Tgt m/z 255.0(IntStd)



Q1 m/z 62.0

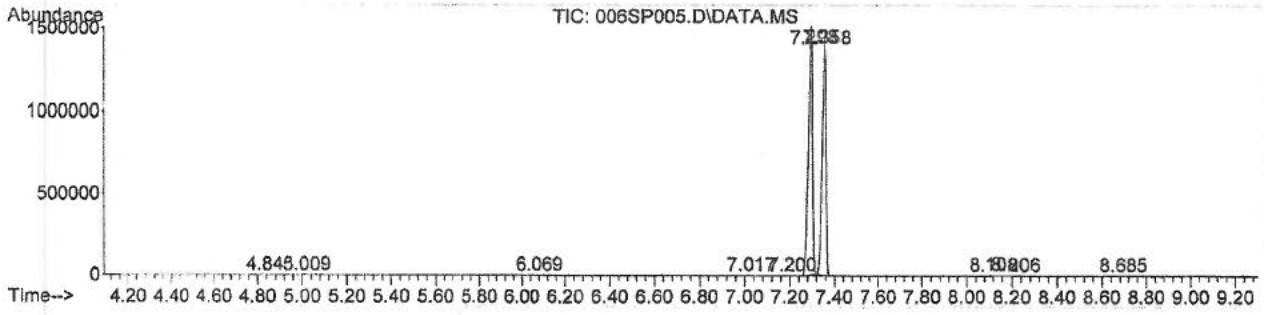


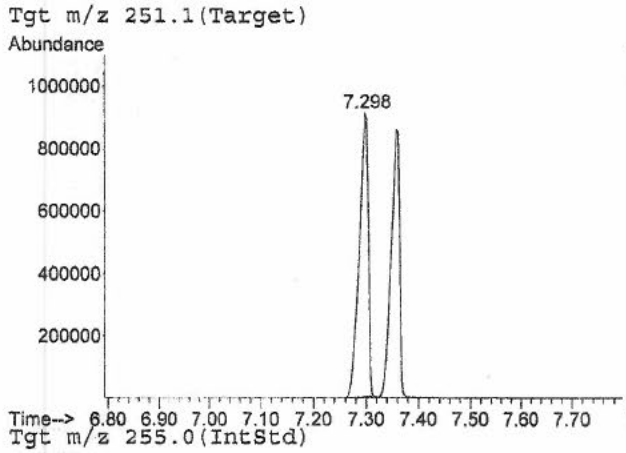
Printed on : 31 Aug 2023 5:12 am

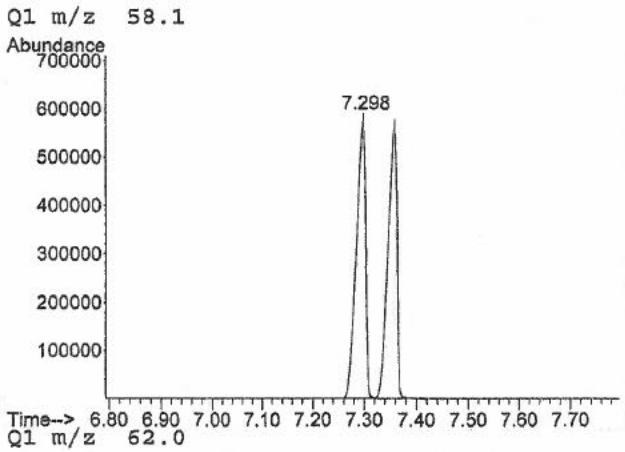
QUANTITATION REPORT FOR L-Methamphetamine ON : Quest Diagnostics/A13

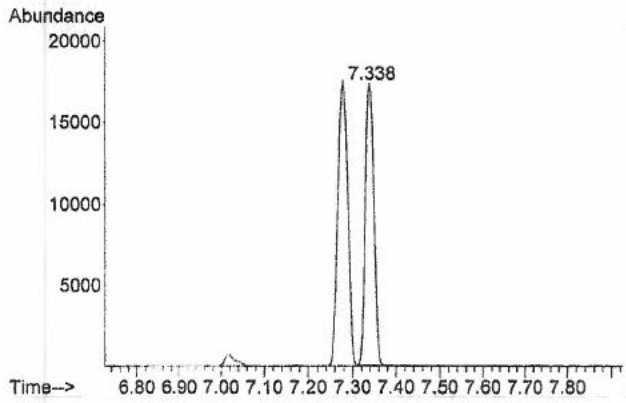
Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\006SP005.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 31 Aug 2023 4:44 am
Acquisition date : 31 Aug 2023 5:19 am
Sample Name : Carryover CONTROL
Misc Info :
Vial Number : 5

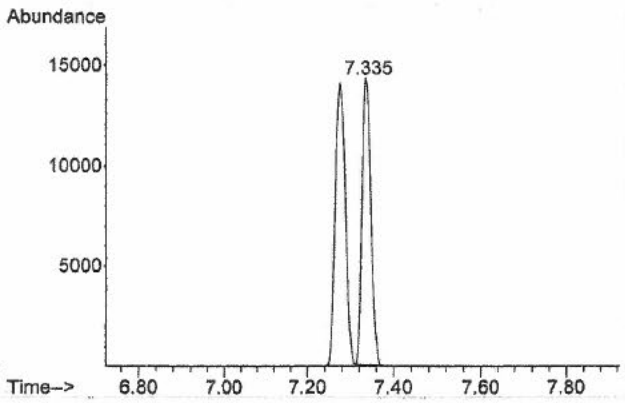
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
D5 D-Methamphetamine						
	255.0	7.338	7.178- 7.471	24577		0- 102845
	62.0			20618	83.9	66.4- 99.6
L-Methamphetamine						
	251.1	7.298	7.135- 7.426	1110875		
	58.1			738667	66.5	58.6- 87.8









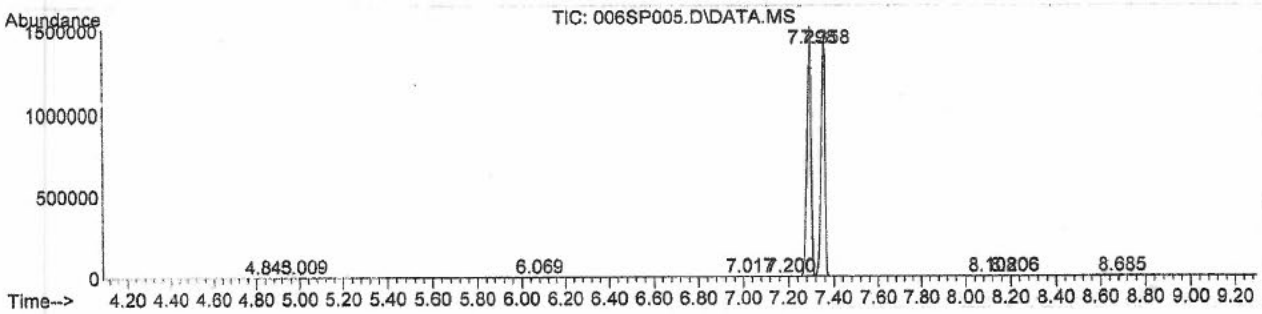


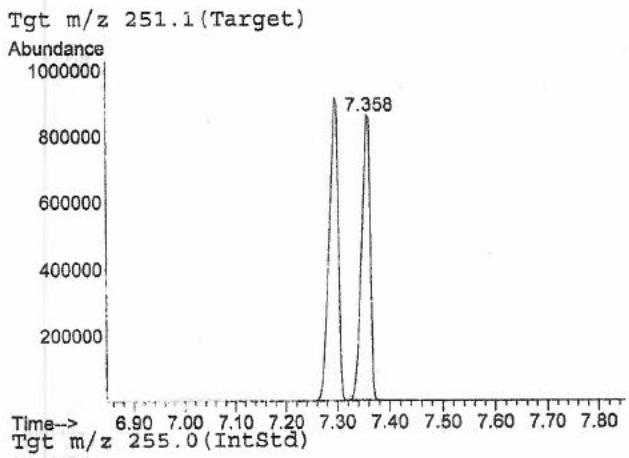
Printed on : 31 Aug 2023 5:26 am

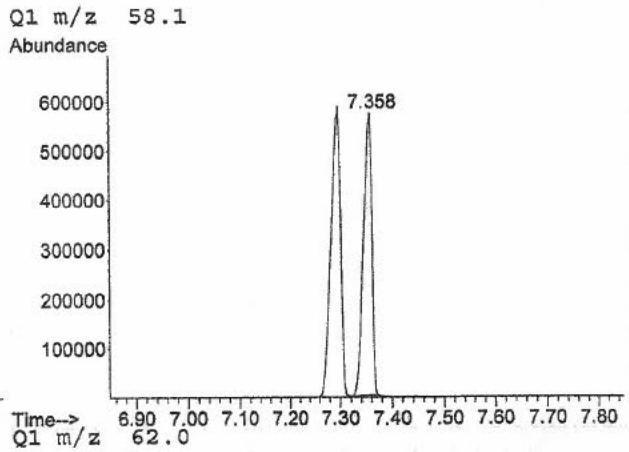
QUANTITATION REPORT FOR D-Methamphetamine ON : Quest Diagnostics/A13

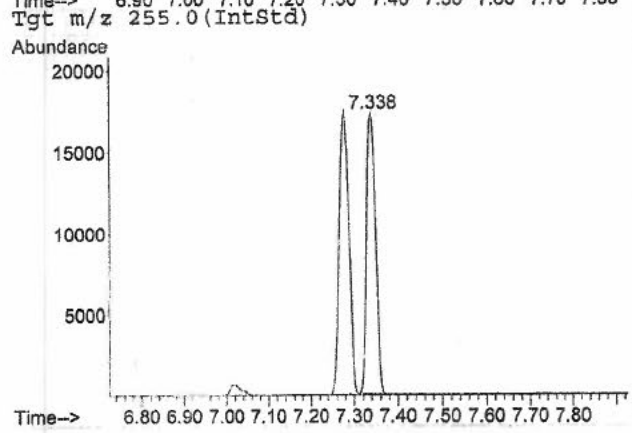
Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\006SP005.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 31 Aug 2023 4:44 am
Acquisition date : 31 Aug 2023 5:19 am
Sample Name : Carryover CONTROL
Misc Info :
Vial Number : 5

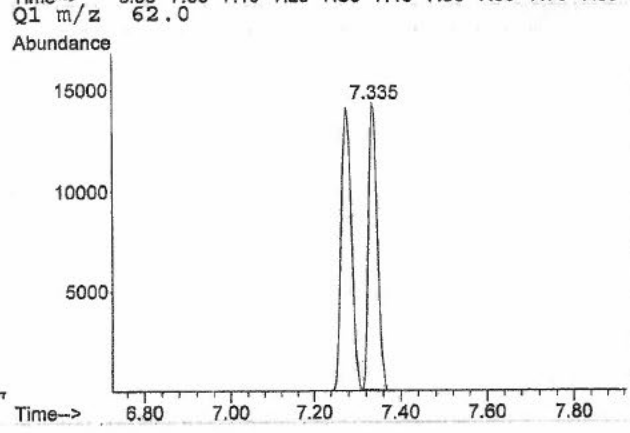
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
D5 D-Methamphetamine						
	255.0	7.338	7.178- 7.471	24577		0- 102845
	62.0			20618	83.9	66.4- 99.6
D-Methamphetamine						
	251.1	7.358	7.188- 7.482	968277		
	58.1			660627	68.2	59.7- 89.5









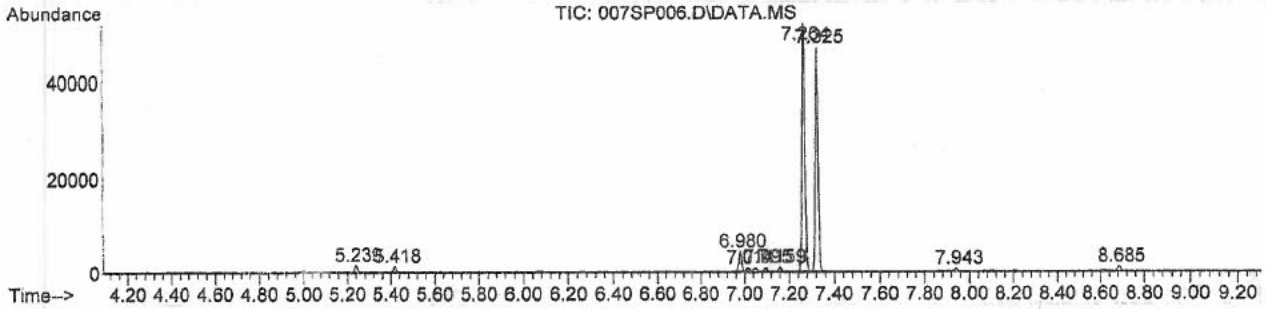


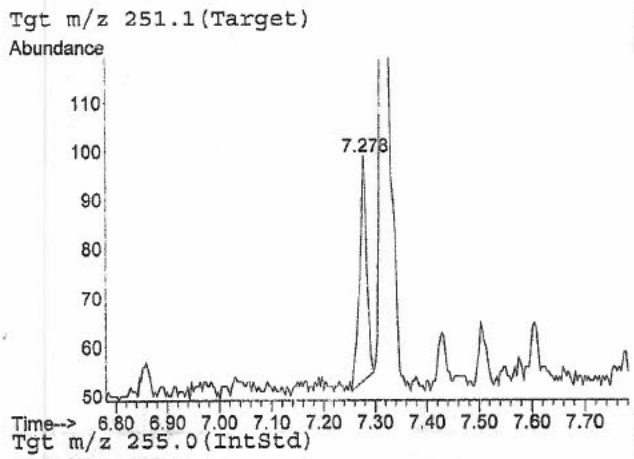
Printed on : 31 Aug 2023 5:26 am

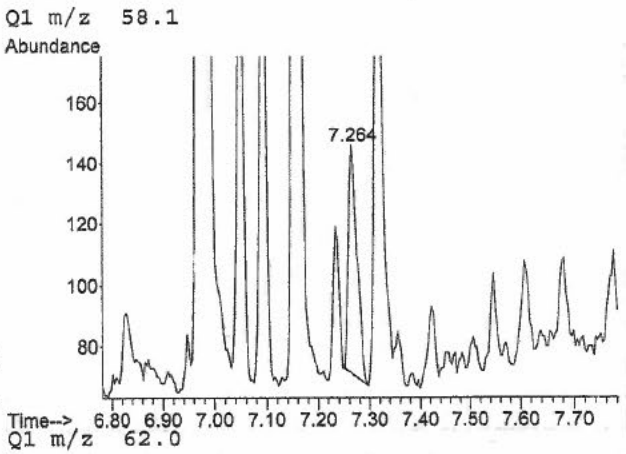
QUANTITATION REPORT FOR L-Methamphetamine ON : Quest Diagnostics/A13

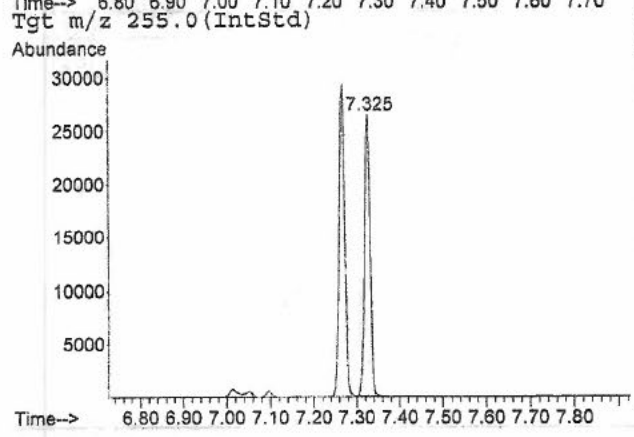
Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\007SP006.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 31 Aug 2023 4:44 am
Acquisition date : 31 Aug 2023 5:33 am
Sample Name : Negative CONTROL
Misc Info :
Vial Number : 6

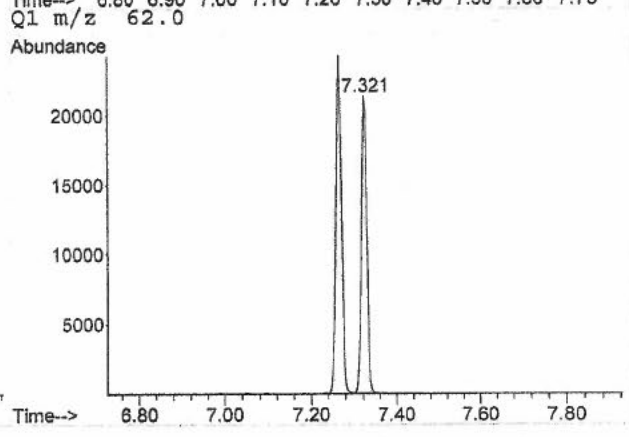
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
D5 D-Methamphetamine						
	255.0	7.325	7.178- 7.471	23262		0- 102845
	62.0			19196	82.5	66.4- 99.6
L-Methamphetamine						
	251.1	7.278	7.135- 7.426	43		
	58.1			88	204.7*	58.6- 87.8









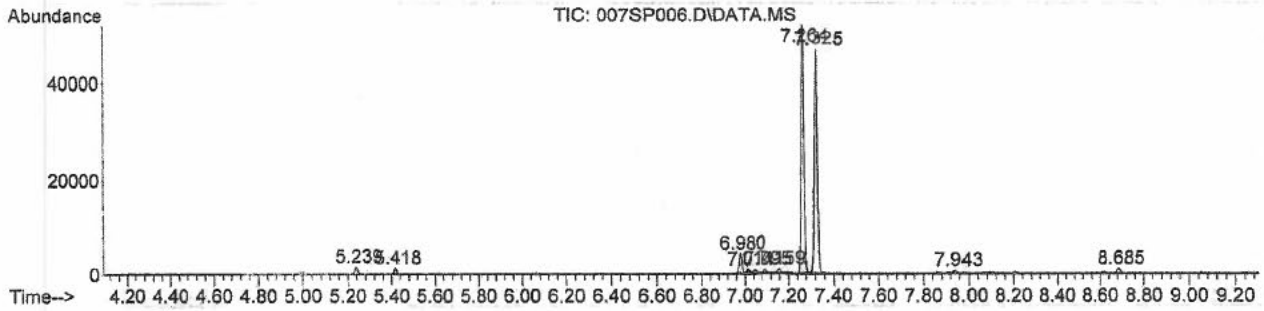


Printed on : 31 Aug 2023 5:40 am

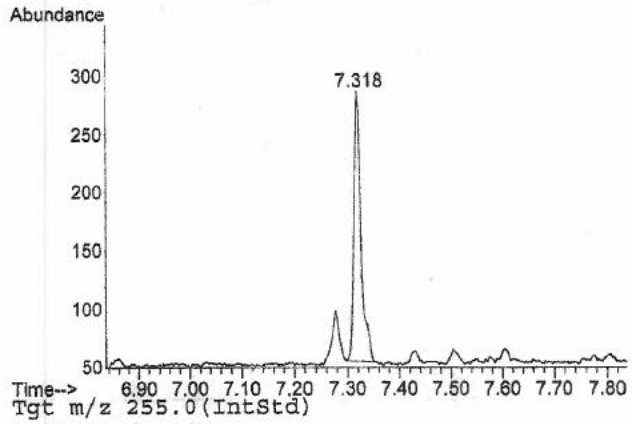
QUANTITATION REPORT FOR D-Methamphetamine ON : Quest Diagnostics/A13

Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\007SP006.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 31 Aug 2023 4:44 am
Acquisition date : 31 Aug 2023 5:33 am
Sample Name : Negative CONTROL
Misc Info :
Vial Number : 6

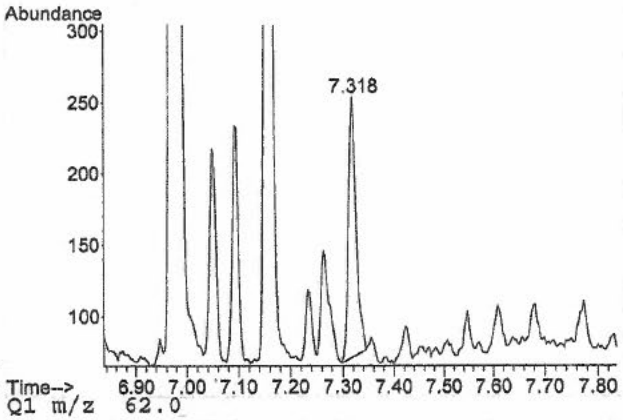
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
D5 D-Methamphetamine						
	255.0	7.325	7.178- 7.471	23262		0- 102845
	62.0			19196	82.5	66.4- 99.6
D-Methamphetamine						
	251.1	7.318	7.188- 7.482	221		
	58.1			190	86.0	59.7- 89.5



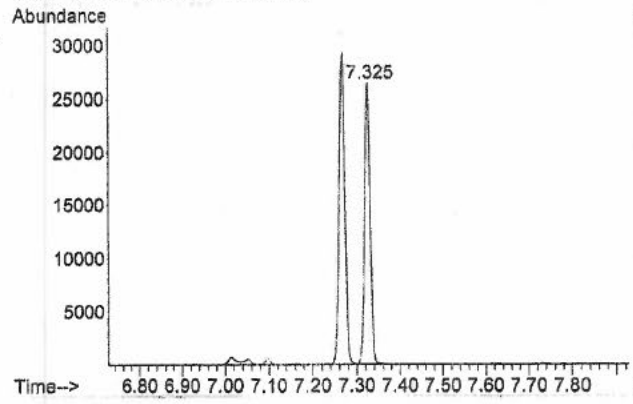
Tgt m/z 251.1(Target)



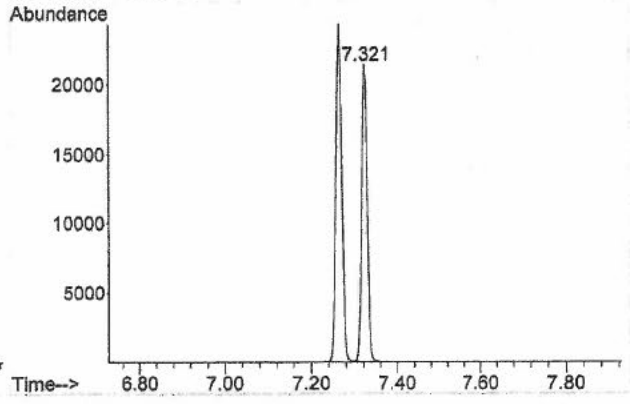
Q1 m/z 58.1



Tgt m/z 255.0(IntStd)



Q1 m/z 62.0



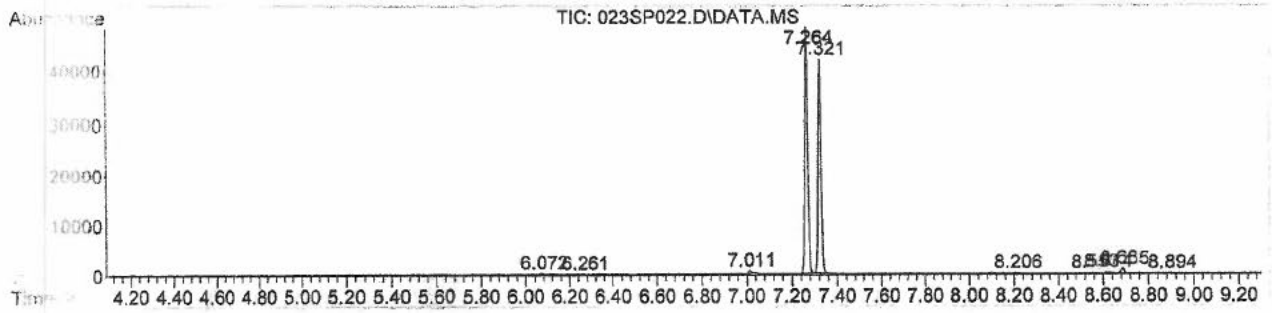
Printed on : 31 Aug 2023 5:40 am

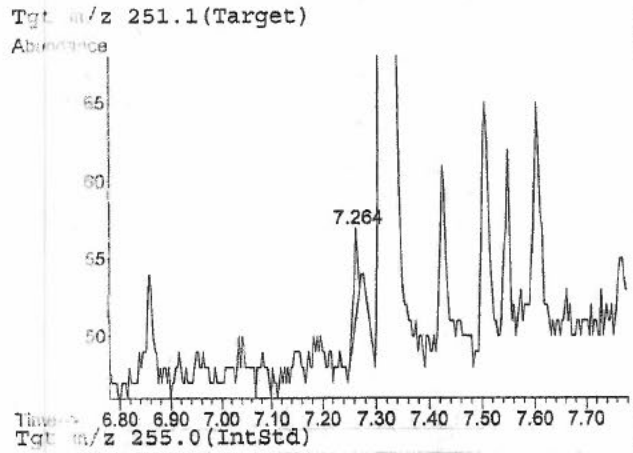
QUANTITATION REPORT FOR D-Methamphetamine ON : Quest Diagnostics/A13

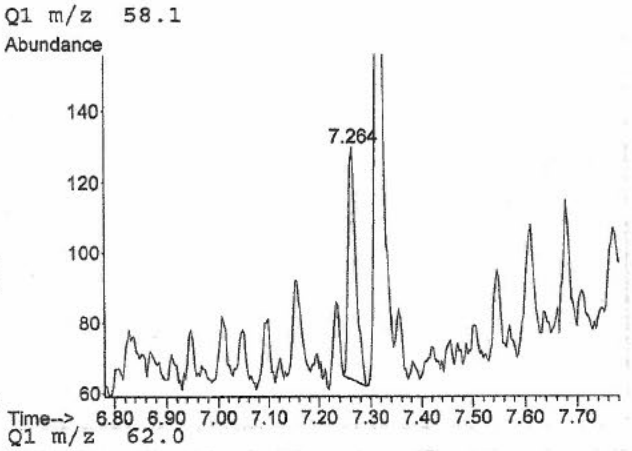
Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\023SP022.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 31 Aug 2023 4:44 am
Acquisition date : 31 Aug 2023 9:16 am
Sample Name : D958908***
Misc Info :
Vial Number : 22

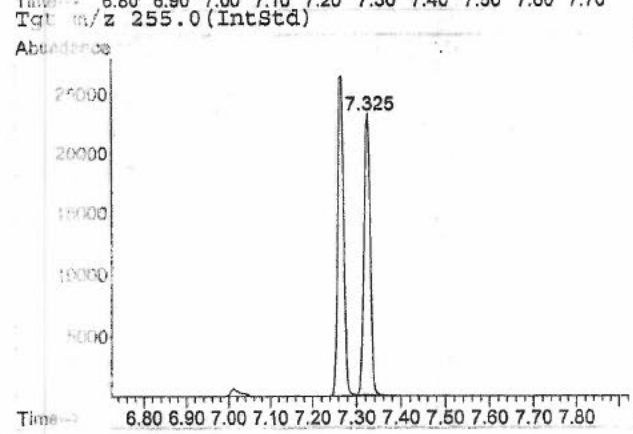
Clean
RP
AUG 31 2023

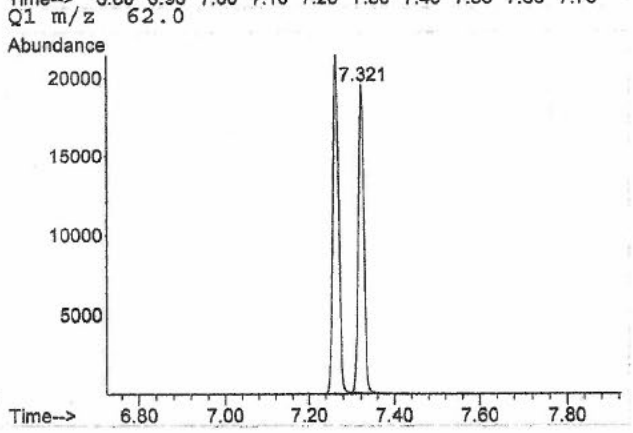
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
D5 D-Methamphetamine						
	255.0	7.325	7.178- 7.471	21522		0- 102845
	62.0			17870	83.0	66.4- 99.6
L-Methamphetamine						
	251.1	7.264	7.135- 7.426	4		
	58.1			68	1700.0*	58.6- 87.8











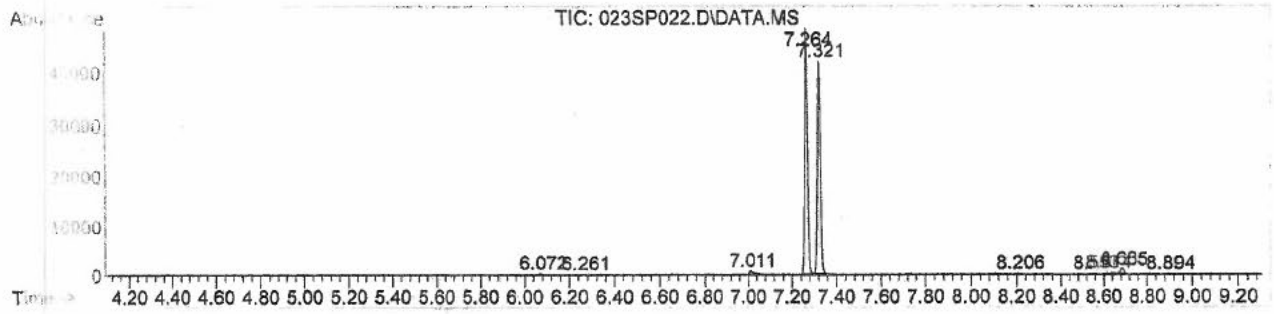
Printed on : 31 Aug 2023 9:23 am

QUANTITATION REPORT FOR D-Methamphetamine ON : Quest Diagnostics/A13

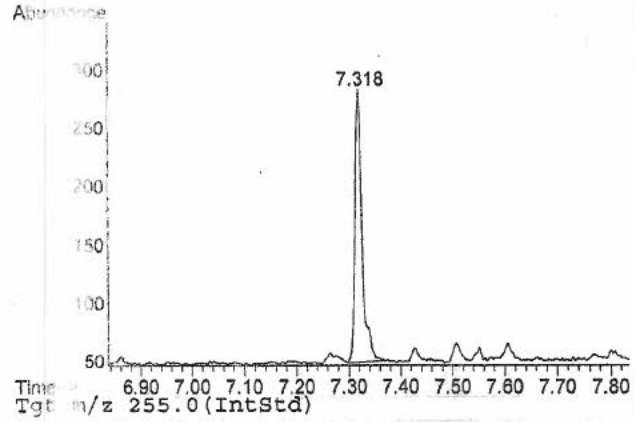
Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\023SP022.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 31 Aug 2023 4:44 am
Acquisition date : 31 Aug 2023 9:16 am
Sample Name : D958908***
Misc Info :
Vial Number : 22

Signal	RT	Limits	Response	QRatio	Limits
D5 D-Methamphetamine					
255.0	7.325	7.178- 7.471	21522		0- 102845
62.0			17870	83.0	66.4- 99.6
D-Methamphetamine					
251.1	7.318	7.188- 7.482	228		
58.1			186	81.6	59.7- 89.5

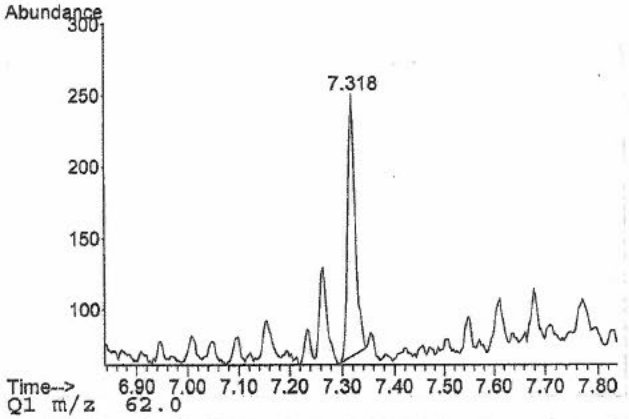
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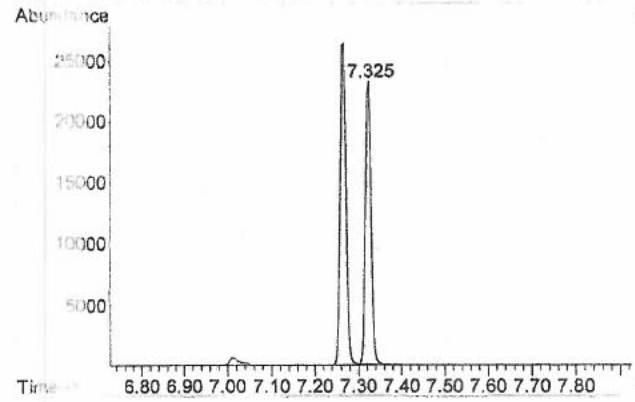
Tgt m/z 251.1(Target)



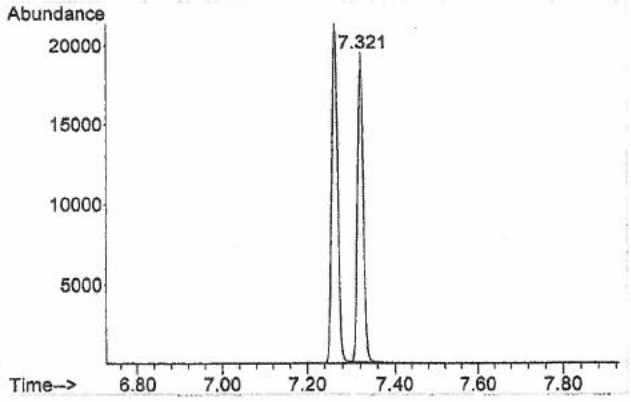
Q1 m/z 58.1



Tgt m/z 255.0(IntStd)



Q1 m/z 62.0

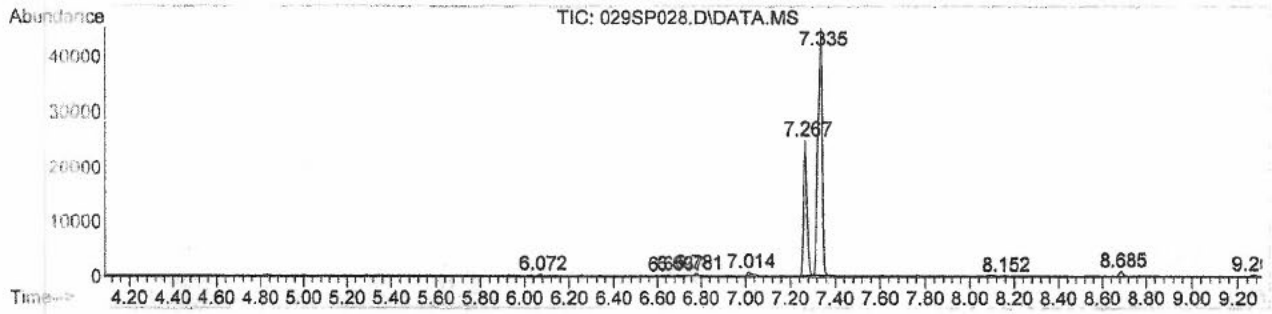


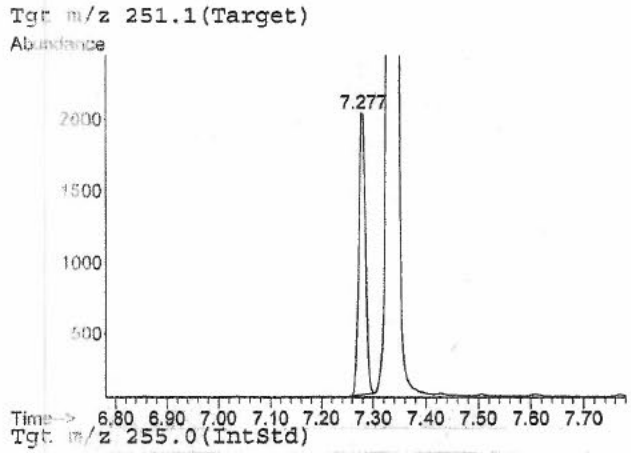
Printed on : 31 Aug 2023 9:23 am

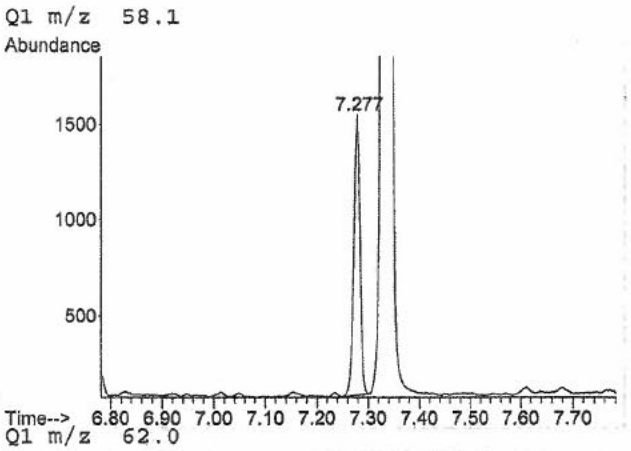
QUANTITATION REPORT FOR L-Methamphetamine ON : Quest Diagnostics/A13

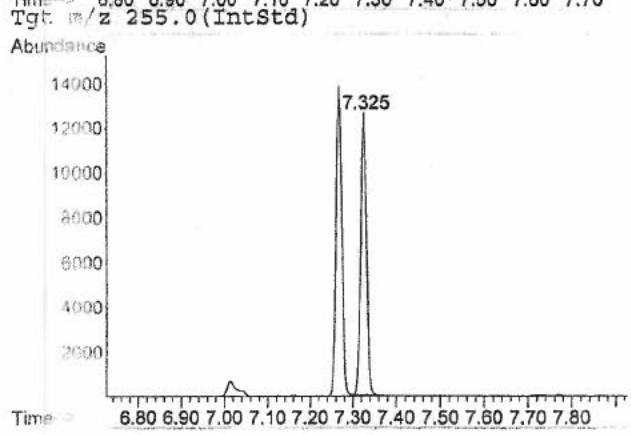
Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\029SP028.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 31 Aug 2023 4:44 am
Acquisition date : 31 Aug 2023 10:39 am
Sample Name : D894038
Misc Info :
Vial Number : 28

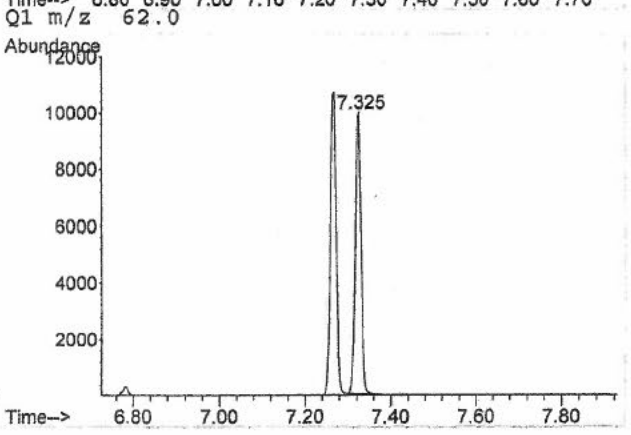
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
D5 D-Methamphetamine						
	255.0	7.325	7.178- 7.471	11388		0- 102845
	62.0			9358	82.2	66.4- 99.6
L-Methamphetamine						
	251.1	7.277	7.135- 7.426	1760		
	58.1			1295	73.6	58.6- 87.8









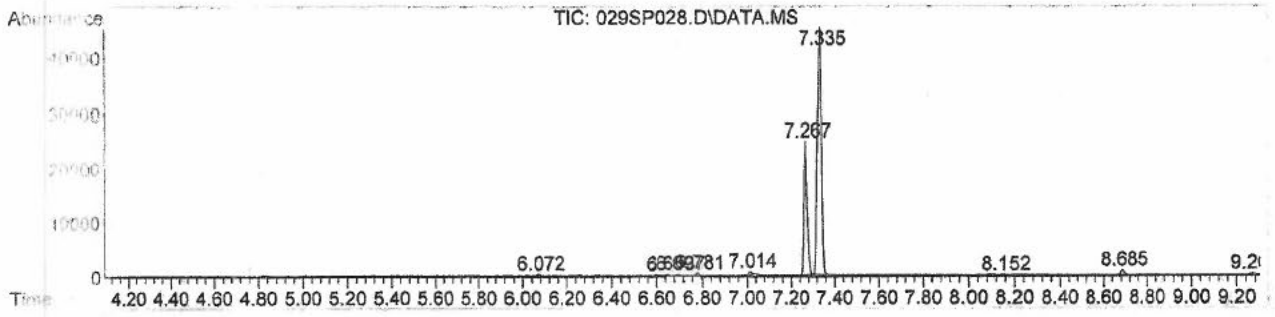


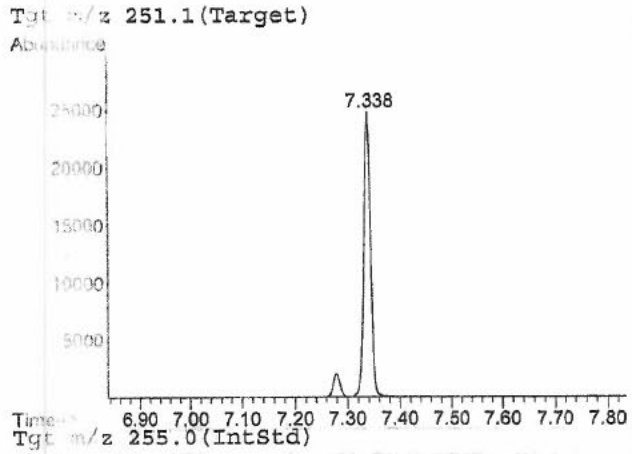
Printed on : 31 Aug 2023 10:46 am

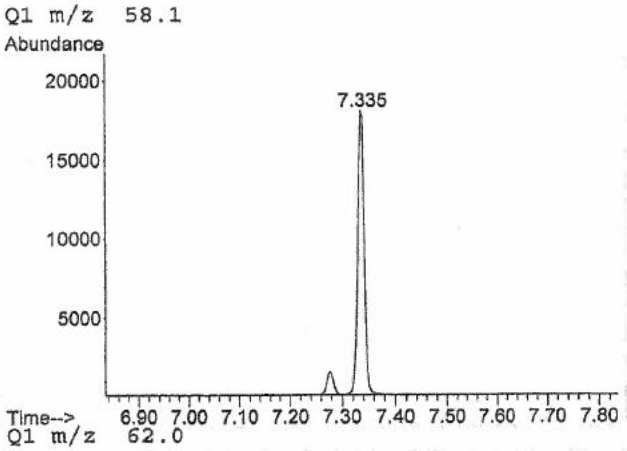
QUANTITATION REPORT FOR D-Methamphetamine GN : Quest Diagnostics/A13

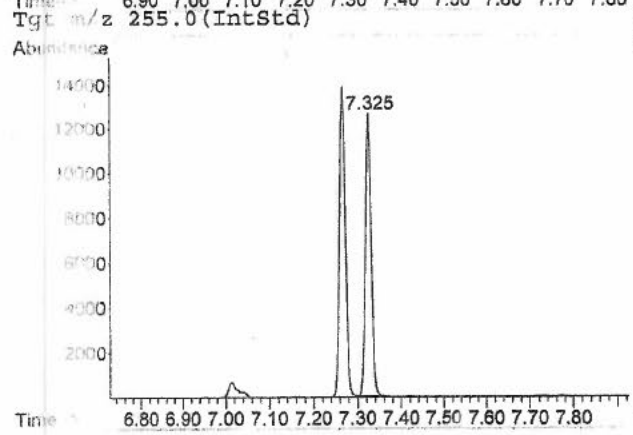
Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\029SP028.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 31 Aug 2023 4:44 am
Acquisition date : 31 Aug 2023 10:39 am
Sample Name : D894038
Misc Info :
Vial Number : 28

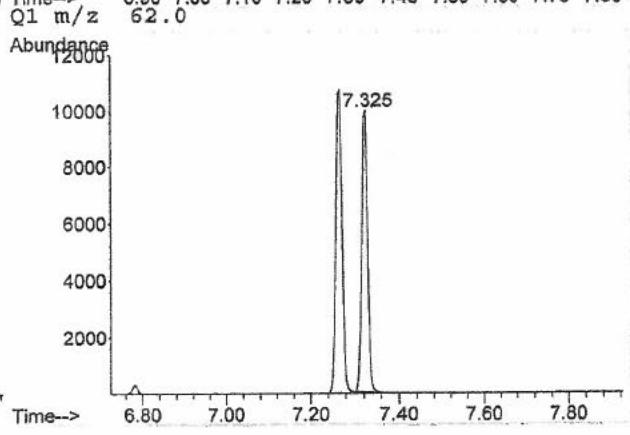
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
D5 D-Methamphetamine						
	255.0	7.325	7.178- 7.471	11388		0- 102845
	62.0			9358	82.2	66.4- 99.6
D-Methamphetamine						
	251.1	7.338	7.188- 7.482	22216		
	58.1			16442	74.0	59.7- 89.5









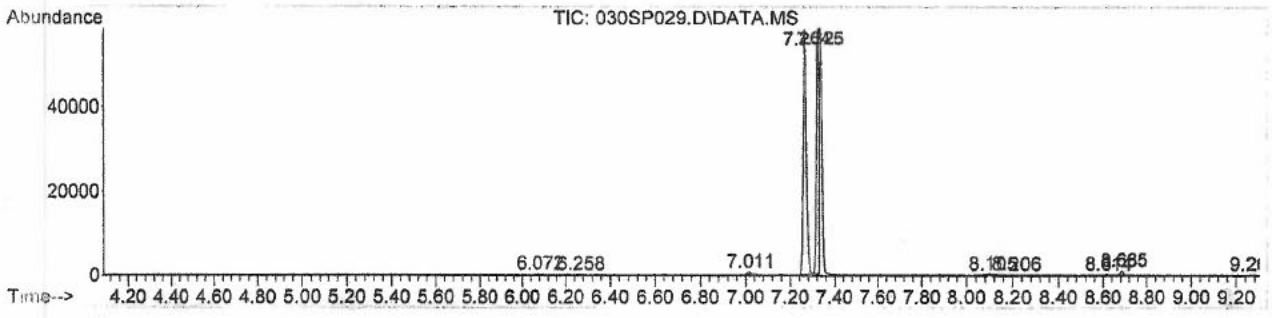


Printed on : 31 Aug 2023 10:46 am

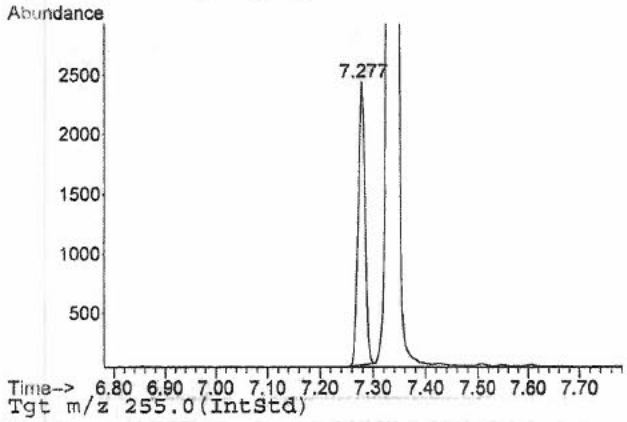
QUANTITATION REPORT FOR L-Methamphetamine ON : Quest Diagnostics/A13

Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\030SP029.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 31 Aug 2023 4:44 am
Acquisition date : 31 Aug 2023 10:53 am
Sample Name : D POS
Misc Info :
Vial Number : 29

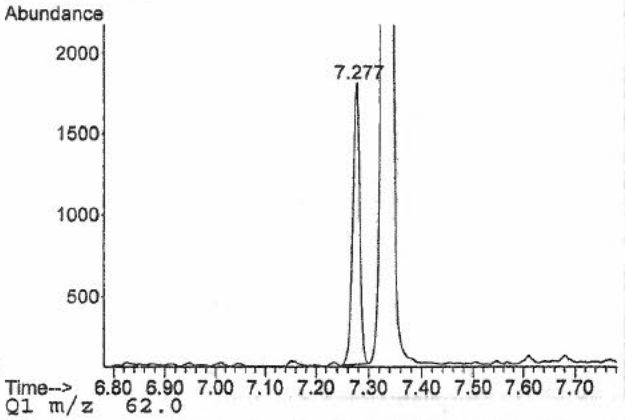
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
D5 D-Methamphetamine						
	255.0	7.325	7.178- 7.471	26588		0- 102845
	62.0			21754	81.8	66.4- 99.6
L-Methamphetamine						
	251.1	7.277	7.135- 7.426	2124		
	58.1			1620	76.3	58.6- 87.8



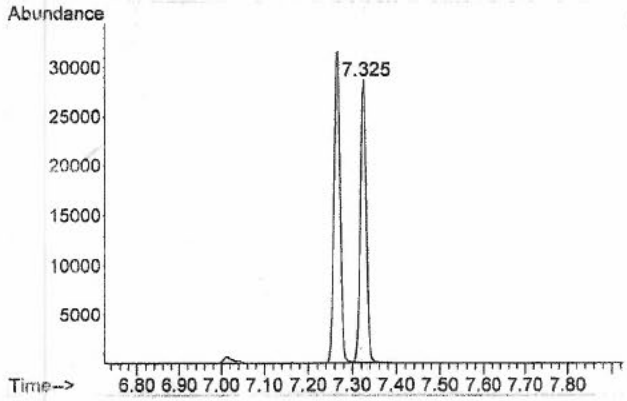
Tgt m/z 251.1(Target)



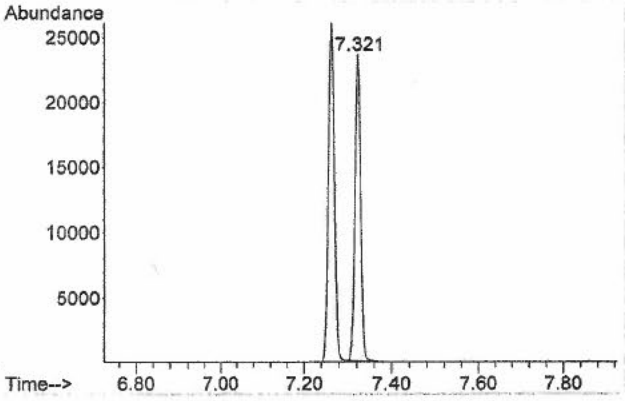
Q1 m/z 58.1



Tgt m/z 255.0(IntStd)



Q1 m/z 62.0

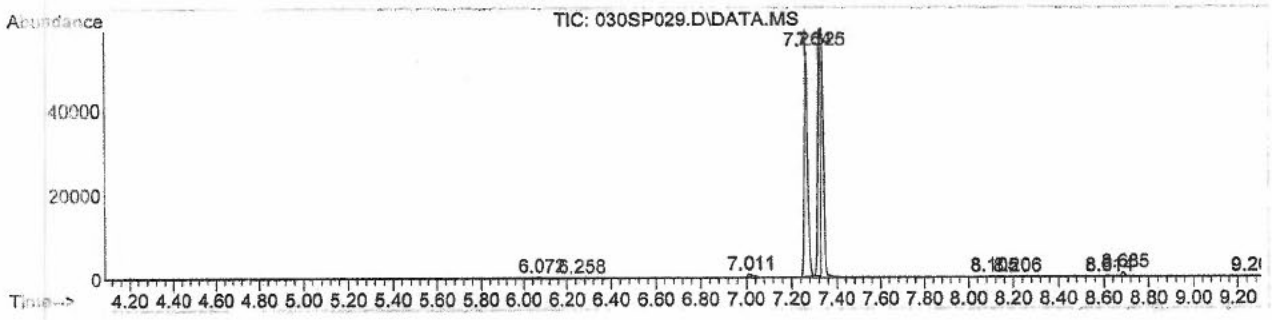


Printed on : 31 Aug 2023 11:00 am

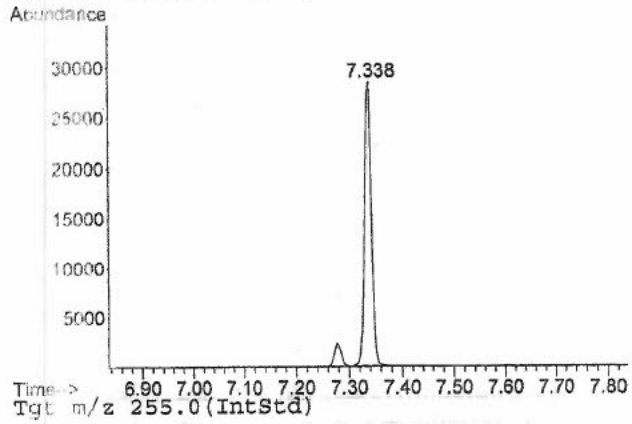
QUANTITATION REPORT FOR D-Methamphetamine ON : Quest Diagnostics/A13

Data File : C:\MSDCHEM\1\DATA\TXNDL0830001\030SP029.D
Operator :
Tune File Name : C:\msdchem\1\5973N\atune.u
Tune Date : 30 Aug 2023 10:19 am Mult : 1
Acq Method Name : DLMETH.M
Calibration date : 31 Aug 2023 4:44 am
Acquisition date : 31 Aug 2023 10:53 am
Sample Name : D POS
Misc Info :
Vial Number : 29

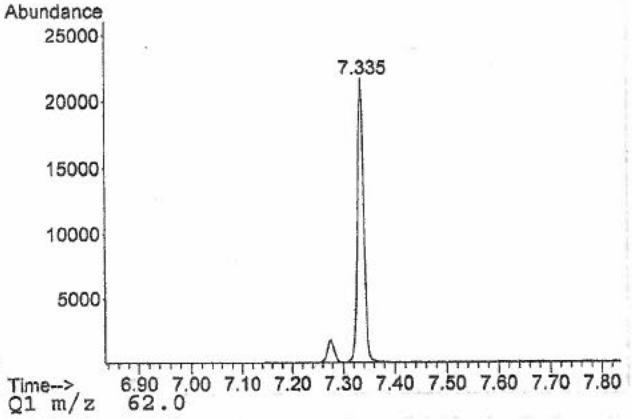
Cmpnd	Signal	RT	Limits	Response	QRatio	Limits
DS D-Methamphetamine						
	255.0	7.325	7.178- 7.471	26588		0- 102845
	62.0			21754	81.8	66.4- 99.6
D-Methamphetamine						
	251.1	7.338	7.188- 7.482	25939		
	58.1			19338	74.6	59.7- 89.5



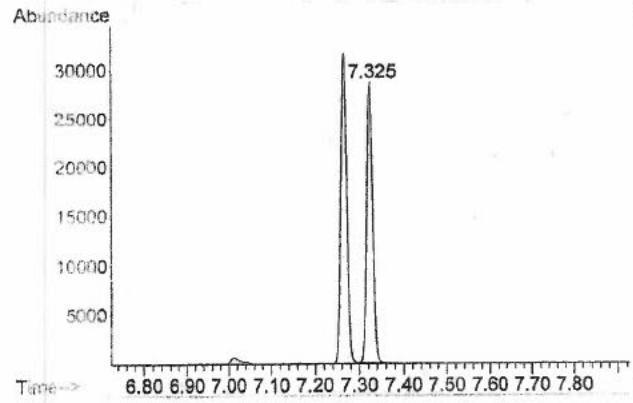
Tgt m/z 251.1(Target)



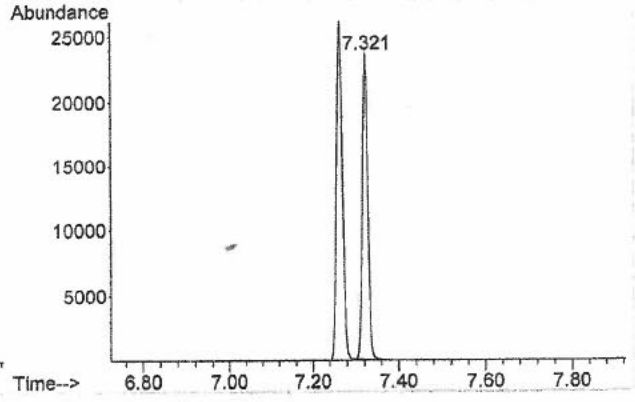
Q1 m/z 58.1



Tgt m/z 255.0(IntStd)



Q1 m/z 62.0



Printed on : 31 Aug 2023 11:00 am

CERTIFICATION INFORMATION

65124829 AREA/ROUTE/STOP: XXXXXXX
CMC/OR-PRTLD-APRT 2
CMC
12518 NE AIRPORT WY#110
PORTLAND, OR 97230

541947992 WILLIAMS,NATHANIEL J Specimen ID:1

1 8252337 D894038 08252023 01:26PM 08262023 09012023 03:01PM
Client Site Location:
REASON FOR TEST: REASONABLE SUSPICION/CAUSE

FINAL

ROLODEX ID:_____ 1180000048
Seals Intact: Yes

Split Specimen Received N

*** POSITIVE/ABNORMAL REPORT ***

Tests Ordered: 8408N (METHAMPHETAMINE, D&L) 30983N (POCT SAP-8 +MDMA5/TS)

Urine Specimen Validity Testing		Acceptable Range
CREATININE	84.7 mg/dL	>/= 20 mg/dL
pH	5.0	4.5-8.9
OXIDIZING ADULTERANTS	Negative	

Urine Substance Abuse Panel			Initial Test Level	MS Confirm Test Level
AMPHETAMINE/METHAMPHETAMINE			1000 ng/mL	
AMPHETAMINE		POSITIVE		500 ng/mL
METHAMPHETAMINE		POSITIVE		500 ng/mL
BARBITURATES	Negative		300 ng/mL	300 ng/mL
BENZODIAZEPINES	Negative		300 ng/mL	300 ng/mL
COCAINE METABOLITE (BZE)	Negative		300 ng/mL	150 ng/mL
MARIJUANA METABOLITE (THCA)	Negative		50 ng/mL	15 ng/mL
METHADONE	Negative		300 ng/mL	300 ng/mL
MDMA/MDA	Negative		500 ng/ml	250 ng/ml
CODEINE/MORPHINE	Negative		2000 ng/mL	2000 ng/mL
PHENCYCLIDINE	Negative		25 ng/mL	25 ng/mL

Urine Add Tests (d,l-Methamphetamine)	
d-METHAMPHETAMINE	92 %
l-METHAMPHETAMINE	8 %

Urine Quantitative Results	
AMPHETAMINE	2069 ng/mL

>> REPORT CONTINUED ON NEXT PAGE <<

CONTINUED REPORT

65124829 AREA/ROUTE/STOP: XXXXXXX
CMC/OR-PRTLD-APRT 2
CMC
12518 NE AIRPORT WY#110
PORTLAND, OR 97230

541947992 WILLIAMS,NATHANIEL J Specimen ID:

2 8252337 D894038 08252023 01:26PM 08262023 09012023 03:01PM
Client Site Location:
REASON FOR TEST: REASONABLE SUSPICION/CAUSE

FINAL

ROLODEX ID:_____ 1180000048

Urine Quantitative Results

METHAMPHETAMINE 531 ng/mL

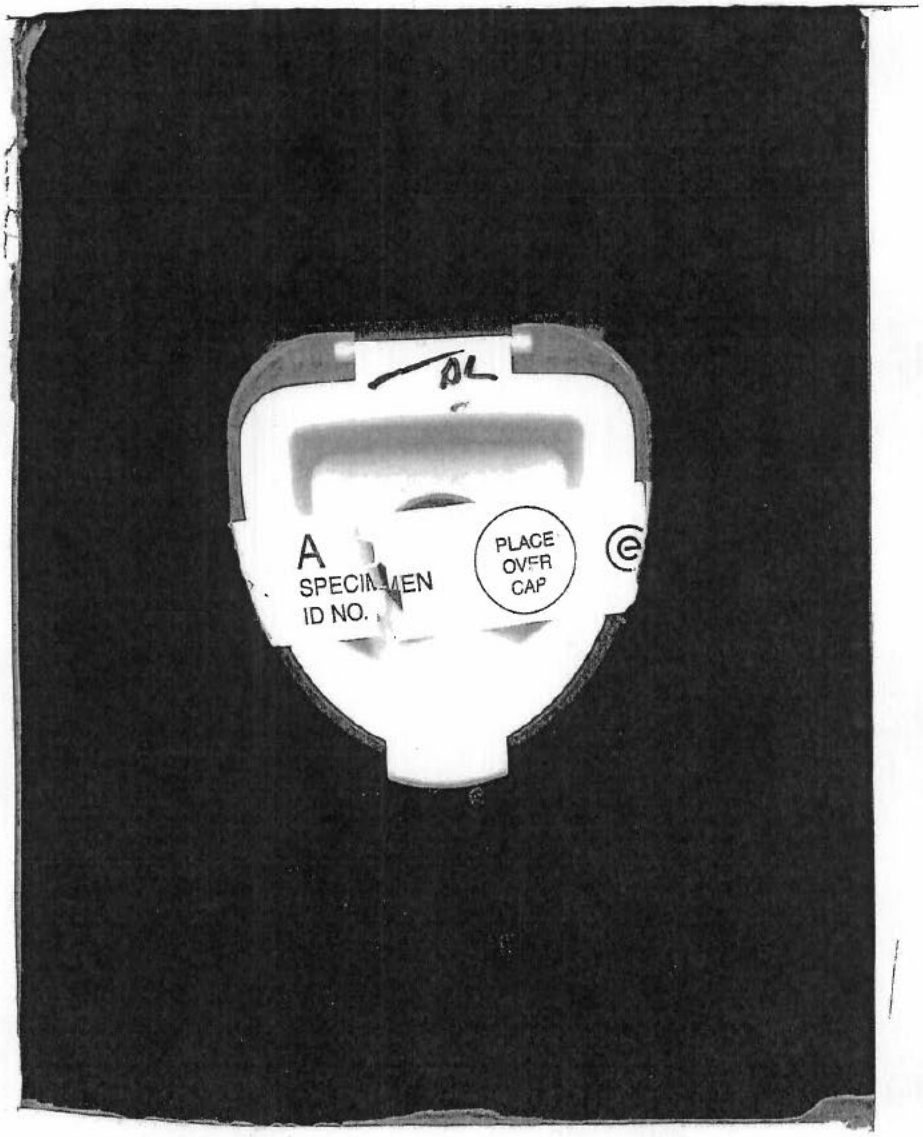
CERTIFYING TECHNICIAN/SCIENTIST: KSWF01
SPECIMEN RECEIVED AND PROCESSED IN THE LENEXA DHHS CERTIFIED LABORATORY USING AP

LAB Quest Diagnostics-Lenexa
10101 Renner Blvd
Lenexa KS 66219

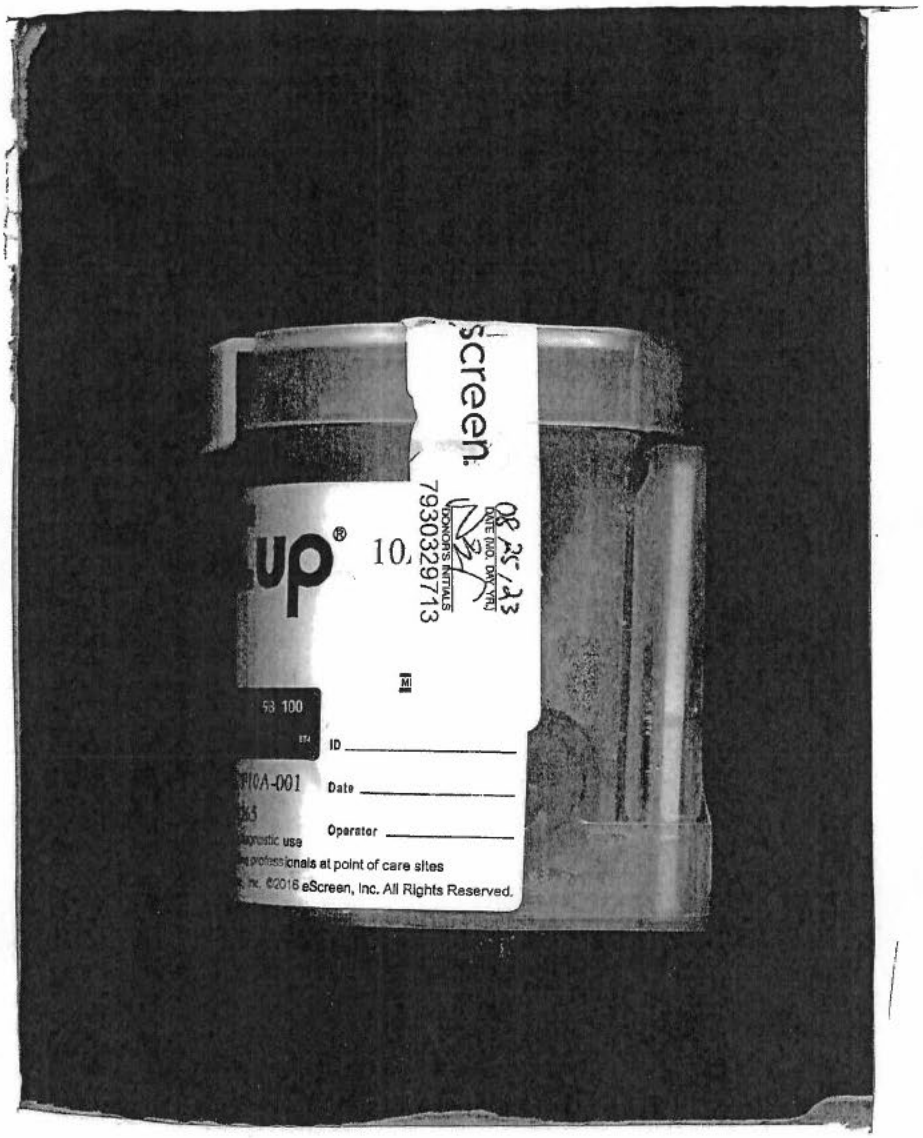
>> END OF REPORT <<

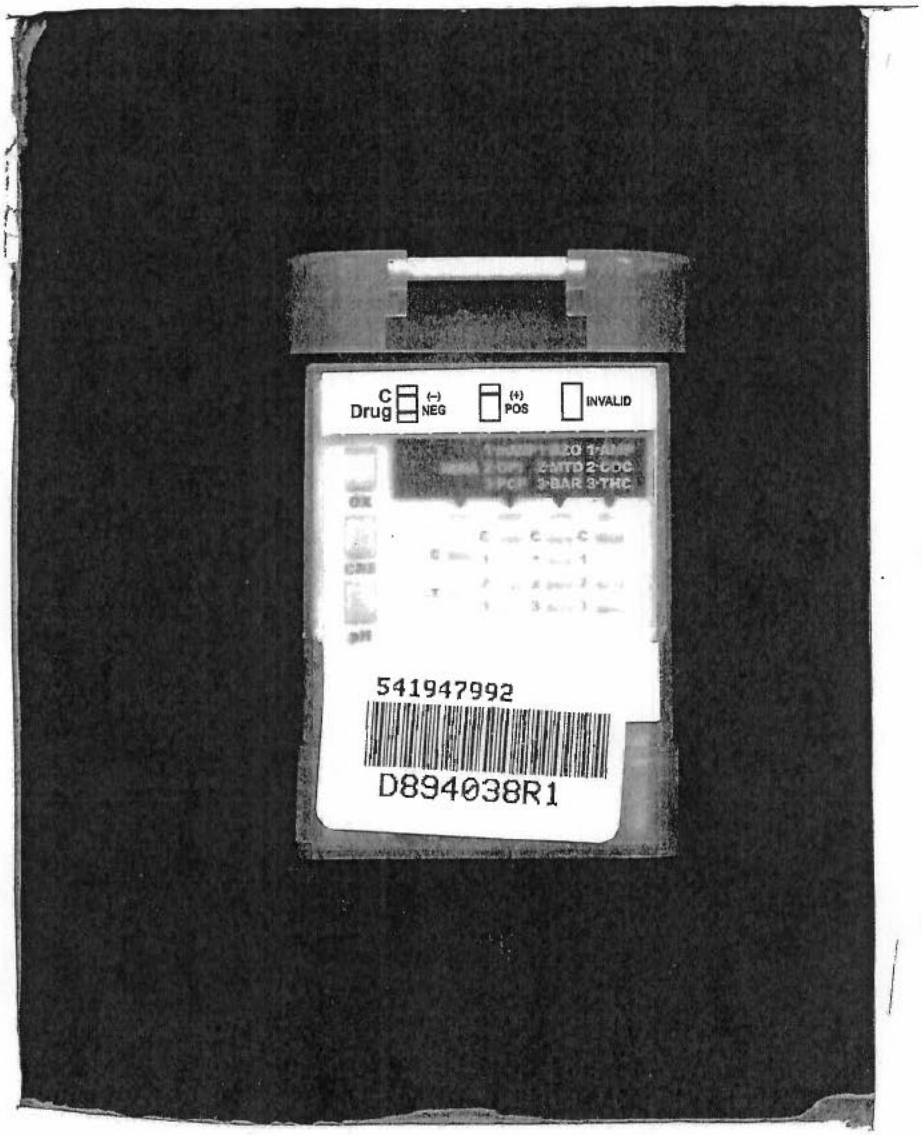
2 √

SPECIMEN STORAGE INFORMATION


A
SPECIMEN
ID NO.
PLACE
OVER
CAP


7930329713
40
20
ml


screen.
08/25/23
DATE (MO. DAY YR.)
DONOR'S INITIALS
79303297 13
10
53 100
ID
Date
Operator
professionals at point of care sites
©2016 eScreen, Inc. All Rights Reserved.


C
Drug
(-)
NEG
(+)
POS
INVALID
541947992
D894038R1

MANUAL FAT STORAGE LIST PAGE 1

08/26/2023

CHAIN OF CUSTODY LOG

DATE	RELEASED BY	RECEIVED BY	PURPOSE
08/26/2023 Sign.	PROCESSING TS Sign.	JESUS CHAVEZ BERNAL Sign.	~~TEMPORARY STORAGE~~ TRANSFER
Name	Name	Name	JCB 8/26/23
AUG 2 6 2023 Sign.	Sign.	~~EAST COOLER TS~~ Sign.	~~TEMP STORAGE~~
Name	~~JESUS CHAVEZ BERNAL~~ Name	Name	
Sign.	Sign.	Sign.	
Name	Name	Name	
Sign.	Sign.	Sign.	
Name	Name	Name	
Sign.	Sign.	Sign.	
Name	Name	Name	
Sign.	Sign.	Sign.	
Name	Name	Name	
Sign.	Sign.	Sign.	
Name	Name	Name	
Sign.	Sign.	Sign.	
Name	Name	Name	
Sign.	Sign.	Sign.	
Name	Name	Name	
Sign.	Sign.	Sign.	
Name	Name	Name	
Sign.	Sign.	Sign.	
Name	Name	Name	
Sign.	Sign.	Sign.	
Name	Name	Name	
Sign.	Sign.	Sign.	
Name	Name	Name	
Sign.	Sign.	Sign.	
Name	Name	Name	
Sign.	Sign.	Sign.	
Name	Name	Name	

MANUAL FAT STORAGE LIST PAGE 2

08/26/2023

BOX: G049653 (open) LAST ENTRY: 08/26/2023 LAST ID: KSJC19

ROW	COL	ACCESSION	PATIENT NAME
A	1	D894608R1	X
A	2	D894379R1	[redacted]
A	3	D894014R1	X
A	4	D894464R1	X
A	5	D894625R1	X
A	6	D894648R1	X
A	7	D894667R1	[redacted]
A	8	D894691R1	X
A	9	D894359R1	X
A	10	D894748R1	[redacted]
B	1	D894712R1	[redacted]
B	2	D894567R1	
B	3	D894542R1	
B	4	D894108R1	
B	5	D894520R1	[redacted]
B	6	D894498R1	
B	7	D894441R1	
B	8	D894402R1	
B	9	D894056R1	X
B	10	D894132R1	[redacted]
C	1	D894196R1	[redacted]
C	2	D894338R1	
C	3	D894081R1	
C	4	D894038R1	541947992
C	5	D893801R1	[redacted]
C	6	D893845R1	
C	7	D893877R1	
C	8	D893991R1	
C	9	D893965R1	X
C	10	D893777R1	[redacted]
D	1	D893749R1	[redacted]
D	2	D893631R1	
D	3	D893590R1	
D	4	D893933R1	X

** END **

URINE POS STORAGE LIST PAGE 1

08/26/2023

CHAIN OF CUSTODY LOG

DATE		RELEASED BY		RECEIVED BY	PURPOSE
08/26/2023	Sign.		Sign.		TRANSFER
	Name	PROCESSING TS	Name	ROBIN CULVER	~~TEMPORARY STORAGE~~ RCB·26·23
AUG 2 6 2023	Sign.		Sign.		
	Name	ROBIN CULVER	Name	EAST COOLER TS	TEMP STORAGE
	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		

BOX: P060128 (open) LAST ENTRY: 08/26/2023 LAST ID: KSRC07

ROW	COL	ACCESSION	PATIENT NAME
A	1	D885891R1	[redacted]
A	2	D885936R1	
A	3	D886660R1	
A	4	D888872R1	
A	5	D889824R1	
A	6	D889587R1	
A	7	D889733R1	
A	8	D890187R1	
A	10	D890708R1	
B	1	D890798R1	[redacted]
B	2	D893213R1	
B	3	D891331R1	
B	4	D893457R1	
B	5	D891998R1	
B	6	D892228R1	
B	7	D892890R1	
B	8	D892959R1	
B	9	D892722R1	
B	10	D892908R1	
C	1	D893231R1	[redacted]
C	2	D888452R1	
C	3	D889060R1	
C	4	D888994R1	
C	5	D887906R1	
C	6	D889492R1	
C	8	D890028R1	
C	9	D890181R1	
C	10	D891525R1	
D	1	D891288R1	[redacted]
D	2	D893738R1	
D	3	D893684R1	
D	4	D894600R1	
D	5	D894713R1	
D	6	D895925R1	
D	7	D889127R1	
D	8	D889864R1	
D	9	D888069R1	X
D	10	D898173R1	[redacted]
E	2	D898307R1	X
E	3	D898328R1	X
E	4	D876048R1	[redacted]
E	5	D876748R1	
E	6	D876941R1	
E	7	D885972R1	

BOX P060128 (Continued)

ROW	COL	ACCESSION	PATIENT NAME
E	8	D885595R1	[redacted]
E	9	D885414R1	
E	10	D885238R1	
F	1	D886792R1	[redacted]
F	2	D898313R1	X
F	3	D886513R1	[redacted]
F	4	D887017R1	
F	5	D869610R1	
F	6	D890561R1	
F	7	D878365R1	
F	8	D898309R1	X
F	9	D898103R1	[redacted]
F	10	D898323R1	X
G	1	D886355R1	[redacted]
G	2	D886750R1	
G	3	D891022R1	X
G	4	D885005R1	[redacted]
G	5	D891067R1	
G	6	D862355R1	
G	7	D893071R1	X
G	8	D887232R1	[redacted]
G	9	D887727R1	
G	10	D894691R1	X
H	1	D894038R1	541947992
H	2	D891050R1	[redacted]
H	3	D891986R1	
H	4	D894209R1	
H	5	D893117R1	
H	6	D893315R1	X
H	7	D893376R1	X
H	8	D894007R1	X
H	9	D893530R1	[redacted]
H	10	D894039R1	X
I	1	D894839R1	[redacted]
I	2	D894616R1	
I	3	D894868R1	
I	4	D895772R1	
I	5	D895865R1	
I	6	D896204R1	
I	7	D895979R1	
I	8	D896961R1	
I	9	D895731R1	
I	10	D896548R1	X

BOX P060128 (Continued)

ROW	COL	ACCESSION	PATIENT NAME
J	1	D895813R1	[redacted]
J	2	D896079R1	
J	3	D897576R1	X
J	4	D880825R1	[redacted]
J	5	D880652R1	
J	6	D881132R1	
J	7	D881514R1	
J	9	D897061R1	
J	10	D884146R1	
K	1	D884144R1	[redacted]
K	2	D886473R1	
K	3	D887481R1	
K	4	D888613R1	
K	5	D890527R1	
K	6	D891948R1	
K	7	D893728R1	
K	8	D883432R1	
K	9	D892199R1	
K	10	D890254R1	
L	1	D894820R1	[redacted]
L	2	D898140R1	
L	3	D895097R1	
L	4	D892741R1	
L	5	D896667R1	X
L	6	D890605R1	[redacted]
L	7	D897694R1	X
L	8	D897627R1	[redacted]

** END **

URINE POS STORAGE LIST PAGE 1

08/30/2023

151

CHAIN OF CUSTODY LOG

DATE		RELEASED BY		RECEIVED BY	PURPOSE
08/30/2023	Sign.		Sign.		TRANSFER
	Name	PROCESSING TS	Name	JENNIFER LONG	~~TEMPORARY STORAGE~~ 8-30-23
AUG 30 2023					
	Sign.	JENNIFER LONG	Sign.	EAST COOLER TS	TEMP STORAGE
	Name		Name		
	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		
	Sign.		Sign.		
	Name		Name		

BOX: P060193 (open) LAST ENTRY: 08/30/2023 LAST ID: KSJL12

ROW	COL	ACCESSION	PATIENT NAME
A	1	D933923R1	[redacted]
A	2	D938805R1	
A	3	D931983R1	
A	4	D913344R1	
A	5	D933187R1	
A	6	D937620R1	
A	7	D932323R1	
A	8	D929347R1	
A	9	D943989R1	
A	10	D957209R1	X
B	1	D951902R1	[redacted]
B	2	D931849R1	
B	3	D957319R1	X
B	4	D932505R1	[redacted]
B	5	D957260R1	X
B	6	D932471R1	[redacted]
B	7	D957365R1	X
B	8	D933406R1	[redacted]
B	9	D940846R1	
B	10	D945284R1	
C	1	D944511R1	[redacted]
C	2	D942115R1	
C	3	D957428R1	X
C	4	D957577R1	X
C	5	D929257R1	[redacted]
C	6	D945272R1	
C	7	D957226R1	X
C	8	D957406R1	X
C	9	D944337R1	[redacted]
C	10	D945673R1	
D	1	D883350R1	[redacted]
D	2	D882505R1	
D	3	D876072R1	
D	4	D886321R1	
D	5	D887640R1	
D	6	D862960R1	
D	7	D882697R1	
D	8	D887096R1	
D	9	D878447R1	
D	10	D890915R1	
E	1	D792415R1	[redacted]
E	2	D894879R1	
E	3	D883329R1	
E	4	D879851R1	

BOX P060193 (Continued)

ROW	COL	ACCESSION	PATIENT NAME
E	5	D878256R1	[redacted]
E	6	D875381R1	
E	7	D812255R1	
E	8	D891022R1	
E	9	D871483R1	
E	10	D816399R1	
F	1	D894038R1	541947992
F	2	D947670R1	[redacted]
F	3	D953197R1	
F	4	D949348R1	
F	5	D951776R1	
F	6	D949556R1	
F	7	D953352R1	
F	8	D949120R1	
F	9	D956619R1	
F	10	D958951R1	X
G	1	D951465R1	[redacted]
G	2	D953462R1	
G	3	D948619R1	
G	4	D780998R1	
G	5	D949324R1	
G	6	D956283R1	X
G	7	D959038R1	X
G	8	D923473R1	[redacted]
G	9	D959026R1	X
G	10	D959080R1	[redacted]

** END **

LONG TERM STORAGE STORAGE LIST PAGE 1

09/07/2023

CHAIN OF CUSTODY LOG

RC

DATE		RELEASED BY		RECEIVED BY	PURPOSE
09/07/2023	Sign. Name	EAST COOLER T5	Sign. Name	RAQUEL CUKIERKORN	REBANKING 9/7/23 ~~TEMPORARY STORAGE~~
SEP 07 2023	Sign. Name	RAQUEL CUKIERKORN	Sign. Name	EAST FREEZER	LONG-TERM STORAGE
FEB 21 2024	Sign. Name	EAST FREEZER	Sign. Name	KOURTNEY MARLOWE	copy of seals D8840393-R1
FEB 21 2024	Sign. Name	KOURTNEY MARLOWE	Sign. Name	EAST FREEZER	Long Term Storage
	Sign. Name		Sign. Name		
	Sign. Name		Sign. Name		
	Sign. Name		Sign. Name		
	Sign. Name		Sign. Name		
	Sign Name		Sign Name		
	Sign. Name		Sign. Name		
	Sign. Name		Sign. Name		
	Sign. Name		Sign. Name		
	Sign. Name		Sign. Name		
	Sign. Name		Sign. Name		

LONG TERM STORAGE STORAGE LIST PAGE 2

09/07/2023

BOX. Y023099 (open) LAST ENTRY: 09/07/2023 LAST ID: MSRC05

ROW	COL.	ACCESSION	PATIENT NAME
A	1	D957388R1	[redacted]
A	2	D946256R1	
A	3	D955881R1	
A	4	D935030R1	
A	5	D935748R1	
A	6	D939496R1	
A	7	D944745R1	
A	8	D956925R1	
A	9	D944169R1	
A	10	D949948R1	
B	1	D934652R1	[redacted]
B	2	D946020R1	
B	3	D943863R1	
B	4	D949877R1	
B	5	D934624R1	
B	6	D933471R1	
B	7	D944103R1	
B	8	D932640R1	
B	9	D935593R1	
B	10	D934245R1	
C	1	D944240R1	[redacted]
C	2	D932520R1	
C	3	D945284R1	
C	4	D934559R1	
C	5	D933406R1	
C	6	D936147R1	
C	7	D932471R1	
C	8	D936142R1	
C	9	D943989R1	
C	10	D937041R1	
D	1	D924653R1	[redacted]
D	2	D936207R1	
D	3	D938756R1	
D	4	D940596R1	
D	5	D936550R1	
D	6	D938050R1	
D	7	D938182R1	
D	8	D941263R1	
D	9	D842455R1	
D	10	D831477R1	
E	1	D946239R1	[redacted]
E	2	D844625R1	
E	3	D931966R1	
E	4	D930046R1	

80% YO23099 (Continued)

ROW	COL	ACCESSION	PATIENT NAME
E	5	D943481R1	[redacted]
E	6	D942577R1	
E	7	D932508R1	
E	8	D931018R1	
E	9	D936393R1	
E	10	D934383R1	
F	1	D938601R1	[redacted]
F	2	D939622R1	
F	3	D934159R1	
F	4	D941221R1	
F	5	D940332R1	
F	6	D941057R1	
F	7	D942677R1	
F	8	D959080R1	
F	9	D923473R1	
F	10	D956283R1	
G	1	D875381R1	[redacted]
G	2	D780998R1	
G	3	D951465R1	
G	4	D953462R1	
G	5	D949120R1	
G	6	D956619R1	
G	7	D949348R1	
G	8	D953352R1	
G	9	D894038R1	541947992
G	10	D951776R1	[redacted]
H	1	D953197R1	[redacted]
H	2	D871483R1	
H	3	D891022R1	
H	4	D812255R1	
H	5	D878256R1	
H	6	D879851R1	
H	7	D894879R1	
H	8	D792415R1	
H	9	D890915R1	
H	10	D887096R1	

** END **

PERSONNEL QUALIFICATIONS

CURRICULUM VITAE

NAME: **WILLIAM K. FLOYD**
ADDRESS: 10101 Renner Blvd.
Lenexa, KS 66219
913-577-1891

EDUCATION:

Bachelor of Science, Major-Biology, Minor-Chemistry
University of Mississippi, University, MS

Certificate in Nuclear Medicine Technology
University of Mississippi Medical Center, Jackson, MS

EXPERIENCE:

March 2021 to present
Quest Diagnostics, Inc., Lenexa, KS
Positive Certifying Scientist

Responsibilities include documentation of urine results by EMIT, GC/MS and LC-MS/MS analysis; documentation of oral fluid results by EMIT analysis; technical resource for personnel within all sections of the laboratory; review of data packets for federal government inspections.

May 2019 to March 2021
Quest Diagnostics, Inc., Tucker, GA
Alternate Responsible Person, Positive Certifying Scientist

Responsibilities included documentation of urine results by EMIT, GC/MS and LC-MS/MS analysis; review of data packets for federal government inspections; preparation of requested information for NLCP involving samples with discrepant results between different laboratories; consultation with medical review officers and clients concerning specimen results and drug interactions; technical resource for personnel within all sections of the laboratory.

March 2017 to April 2019
Quest Diagnostics, Inc., Norristown, PA
Positive Certifying Scientist

Responsibilities included documentation of urine results by EMIT, GC/MS and LC-MS/MS analysis; documentation of oral fluid results by EMIT and LC-MS/MS analysis; consultation with medical review officers and clients concerning specimen results and drug interactions; assisting the Responsible Person with the preparation and review of litigation packets.

May 2014 to March 2017	MedTox Laboratories, Saint Paul, MN Clinical Certifying Scientist

Responsibilities included documentation of urine results by LC-MS/MS analysis; consultation with clients concerning specimen results, drug interactions and clinical toxicology questions.

January 2013 to February 2014	Forensic Laboratories, Denver, CO Clinical Certifying Scientist

Responsibilities included documentation of urine and oral fluid results by LC-MS/MS analysis; operation and maintenance of Varian LC/MS and Agilent LC-MS/MS instruments.

December 2008 to December 2012	Laboratory Corporation of America, Southaven, MS Positive Certifying Scientist

Responsibilities included documentation of urine results by EMIT and GC/MS analysis; documentation of urine and blood alcohol results by GC/FID analysis; review of data packets for federal government inspections; review of litigation packets; consultation with clients and medical review officers concerning specimen results and drug interactions; training of department personnel.

CERTIFICATIONS/LICENSES:

Technologist in Chemistry by American Society of Clinical Pathologists

Certified Nuclear Medicine Technologist by The Nuclear Medicine Technology Certification Board

CURRICULUM VITAE

NAME: **Mahoney Augustine**

ADDRESS: 10101 Renner Boulevard
Lenexa, KS 66219
(913) 888-1770 – Work

EDUCATION: Bachelor of Science, Major – Biology.
Park University – Parkville, Missouri 2015

EXPERIENCE:

Dec 2021 – Present
Quest Diagnostics, Lenexa, KS
Non-Negative Certifying Scientist

Responsibilities as a certifying scientist include reviewing and certifying the screening, confirmation, and specimen validity data for drugs of abuse.

April 2019 - Dec 2021
Quest Diagnostics, Lenexa, KS
Forensic Scientist II

Responsibilities include operating and maintaining MS instruments; reviewing positive and negative federal/non-federal urine, blood, hair and oral fluid samples, ability to trouble shoot GCMS and LCMSMS instrumentation.

Aug 2017 to April 2019
Quest Diagnostics, Lenexa, KS
Forensic Scientist II

Responsibilities include maintaining proficiency in all principle duties of a Forensic Scientist I. Assist in troubleshooting of all analytical test methods in the area of responsibility. Actively participate in development and implementation of process improvements within the area of responsibility. Participate in periodic or new method validation. Maintain acceptable productivity and quality levels, and notify Supervisor and/or Group Leads of equipment or production problems. Assist with oversight and training of department employees as necessary and other duties as assigned by the Supervisor and/or Team Leads.

Oct 2015 to Aug 2017

Quest Diagnostics, Lenexa, KS
Forensic Scientist I

Responsibilities include preparing urine, oral fluid, and blood samples to be tested for drugs of abuse and alcohol by GC, GC/MS and LC/MS/MS. Preparing all solutions needed in the various extraction processes. Restock general lab supplies.

Curriculum Vitae

DAWN M. HAHN

Quest Diagnostics, Inc.
10101 Renner Boulevard
Lenexa, KS 66219
(913) 577-1632; Fax: (913) 895-2622
E-mail: dawn.m.hahn@questdiagnostics.com

EDUCATION

1984 — **Bachelor of Arts; Medical Technology**
Northwestern College; Orange City, Iowa

2014 — **Masters of Business; Administration**
John Hancock University, Chicago, Illinois

EXPERIENCE

September 2023-Present — **Sr. Director, Laboratory Operations and Responsible Person Quest Diagnostics, Inc.; Lenexa, KS**

Responsibilities include: preparing and maintaining standard operating procedures for drug testing; establish training protocol for personnel; ensure training is complete; ensure analytical methods are validated; establish acceptable performance limits on QC; ensure the laboratory follows HHS Guidelines for regulated testing; ensure all appropriate corrective action is implemented for any PT or inspection issue; assist in maintaining toxicology budget; and interface with inspection teams

September 2013 - September 2024 — **Director, Laboratory Operations and Responsible Person Quest Diagnostics, Inc.; Lenexa, KS**

Responsibilities include: preparing and maintaining standard operating procedures for drug testing; establish training protocol for personnel; ensure training is complete; ensure analytical methods are validated; establish acceptable performance limits on QC; ensure the laboratory follows HHS Guidelines for regulated testing; ensure all appropriate corrective action is implemented for any PT or inspection issue; assist in maintaining toxicology budget; and interface with inspection teams

September 2010 - September 2013 — **Laboratory Operations Manager and Responsible Person Quest Diagnostics, Inc.; Lenexa, KS**

Responsibilities include: preparing and maintaining standard operating procedures for drug testing;, establish training protocol for personnel; ensure training is complete, ensure analytical methods are validated; establish acceptable performance limits on QC; ensure the laboratory follows HHS Guidelines for regulated testing; ensure all appropriate corrective action is implemented for any PT or inspection issue assisting; assisting in maintaining toxicology budget; and interfacing with inspection teams

November 2005 – September 2010	**Manager of Toxicology** Quest Diagnostics, Inc.; Lenexa, KS
August 2006 - Present	**Responsible Person, Laboratory Manager** Quest Diagnostics, Inc.; Lenexa, KS
November 2005 - August 2006	**Alternate Responsible Person** Quest Diagnostics, Inc.; Lenexa, KS (formerly Lab*One*, Inc.)
November 2000 - November 2005	**Alternate Responsible Person** Lab*One*, Inc.; Lenexa, KS
July 1999 – November 2005	**Director of Toxicology** Lab*One*, Inc.; Lenexa, KS
November 1997 - June 1999	**Manager of Toxicology** Lab*One*, Inc.; Overland Park, KS
January 1995 - November 1997	**SAT Lab Coordinator** Lab*One*, Inc.; Overland Park, KS
February 1990 - December 1994	**GC/MS Operator/Certifying Scientist Forensic Drug Testing Laboratory** Lab*One*, Inc.; Overland Park, KS
October 1987 - February 1990	**Generalist, Blood Laboratory** Home Office Reference Laboratory; Overland Park, KS
November 1984 - September 1987	**Medical Technologist** Terrell Community Hospital; Terrell, TX
June 1984 - November 1984	**Medical Technologist** Newburn Memorial Hospital; Jacksonville, TX

PROFESSIONAL CERTIFICATIONS AND MEMBERSHIPS

Diplomate	American Board of Forensic Toxicology (ABFT) Forensic Drug Toxicology
Inspector	National Laboratory Certification Program (Team Leader)
Inspector	College of American Pathologists Forensic Urine Drug Testing Program
Member	Society of Forensic Toxicologists (SOFT)

Member	Midwest Association for Toxicology and Therapeutic Drug Monitoring Vice President 2005 - 2006 President 2006 – 2007
Lab Technical Supervisor	College of American Pathologists (CAP)
Medical Technologist	American Society of Clinical Pathologists (ASCP)

PROFESSIONAL MEETINGS

October 2023	National Laboratory Certification Program, NLCP Workshop - Virtual
October 2022	Society of Forensic Toxicologists Annual Meeting, Cleveland, OH
September 2021	National Laboratory Certification Program, NLCP Workshop - Virtual
December 2020	National Laboratory Certification Program, NLCP Workshop - Virtual
September 2020	Society of Forensic Toxicologists, Annual Meeting, Virtual
October 2019	Society of Forensic Toxicologists, Annual Meeting, San Antonio, TX
October 2018	Society of Forensic Toxicologists, Annual Meeting, Minneapolis, MN
January 2018	Society of Forensic Toxicologists, Annual Meeting, Boca Raton, FL
October 2016	Society of Forensic Toxicologists, Annual Meeting, Dallas, TX
October 2015	Society of Forensic Toxicologists, Annual Meeting, Atlanta, GA
October 2014	Society of Forensic Toxicologists, Annual Meeting, Grand Rapids, MI
July 2012	Society of Forensic Toxicologists, Annual Meeting, Boston, MA
September 2011	Society of Forensic Toxicologists, Annual Meeting San Francisco, CA
October 2010	Society of Forensic Toxicologists, Annual Meeting, Richmond, VA
October 2009	Society of Forensic Toxicologists, Annual Meeting, Oklahoma City, OK
October 2008	Society of Forensic Toxicologists, Annual Meeting, Phoenix, AZ
October 2007	Society of Forensic Toxicologists, Annual Meeting, RTP, NC
April 2007	Midwest Association for Toxicologists and Therapeutic Drug Monitoring Annual Meeting, Indianapolis, IN
May 2006	Society of Forensic Toxicologists, Annual Meeting, Nashville, TN

May 2005	Society of Forensic Toxicologists, Annual Meeting, Washington, D.C.
August 2004	Society of Forensic Toxicologists, Annual Meeting, Portland, OR
October 2003	Society of Forensic Toxicologists, Annual Meeting, Dearborn, MI
October 2002	Midwest Association for Toxicology & Therapeutic Drug Monitoring Annual Meeting; Kansas City, MO
May 2000	National Laboratory Certification Program, NLCP Workshop Research Triangle Park, NC
April 1999	Society of Forensic Toxicologists, Annual Meeting, Salt Lake City, UT

PUBLICATIONS AND PRESENTATIONS

2003	William Seiter, Russell Robinson, Tiffany Porter, Barbara Rowland, Dawn Hahn, Michael Lehrer, Lance Presley. Opiate Prevalence in Oral Fluid. Poster Presentation, SOFT, Oct. 2003 Annual Meeting; Portland, OR.
2003	Lance Presley, Michael Lehrer, William Seiter, Dawn Hahn, Barbara Rowland, Melissa Smith, Keith Kardos, Dean Fritch, Sal Salamone, R. Sam Niedbala, Edward Cone. High Prevalence of 6-acetylmorphine in Morphine-Positive Oral Fluid Specimens, Forensic Science International, 133: 22 – 25 (2003).
October 1997	Dawn M. Hahn, Alan E. Davis; Semi-Automated Urine Extraction by a Hamilton 2200 Microlab Extraction Unit; Society of Forensic Toxicologists, Oral Presentation, Annual Meeting; Salt Lake City, UT

References available upon request.

CURRICULUM VITAE

NAME: **M. SHANE MORRIS**

ADDRESS: 10101 Renner Blvd
Lenexa, KS 66219
800-877-7484

EDUCATION: Bachelor of Science, Cellular Biology
University of Kansas, Lawrence, KS 1997

EXPERIENCE:

Jan 2015 to Present — **Laboratory Manager**
Quest Diagnostics, Lenexa, KS
Responsible for daily operations of forensic urine, oral fluid and hair drug testing laboratory.

Dec 2021 to Present — **Responsible Person**
Quest Diagnostics, Lenexa, KS

Feb 2012 to Dec 2021 — **Alternate Responsible Person**
Quest Diagnostics, Lenexa, KS

Nov 2010 to Jan 2015 — **Non-Negative Certification Supervisor**
Quest Diagnostics, Lenexa, KS
Responsibilities include evaluation of non-negative certifying scientists, coordination of area procedures and certifying data for drugs of abuse.

Dec 2009 to Nov 2010 — **Non-Negative Certifying Scientist, Forensic Drug Testing**
Quest Diagnostics, Lenexa, KS
Responsibilities as certifying scientist involve reviewing/certifying the screening, confirmation (GC/MS) and specimen validity data for drugs of abuse

June 2008 to Nov 2009 — **Technical Supervisor**
Oncimmune LLC, DeSoto, KS
Supervise laboratory, which includes scheduling, writing SOPs, performance reviews, staffing, insuring CLEA guidelines are followed, as well as resolving technical issues with ELISA assays.

Aug 2007 to June 2008 — **Research Scientist, Research & Development**
Quest Diagnostics, Lenexa, KS

June 2004 to Aug 2007	**Non-Negative Certifying Scientist, Forensic Drug Testing** Lab*One*, Inc./Quest Diagnostics, Lenexa, KS
April 2003 to May 2004	**GCMS Operator, Forensic Drug testing Laboratory** Clinical Reference Lab, Lenexa, KS
December 2001 to April 2003	**Laboratory Technologist** Lab*One*, Inc., Lenexa, KS
July 1997 to Dec 2001	**Lead Tech in Research and Development** Osborn Laboratories, Olathe, KS

TRAINING, CONTINUING EDUCATION AND CONFERENCE PARTICIPATION:

October 2022	S.O.F.T. Annual Meeting and Workshops,	Cleveland, OH
September 2020	S.O.F.T. Annual Meeting and Workshops,	Remote
October 2019	S.O.F.T. Annual Meeting and Workshops,	San Antonio, TX
October 2018	S.O.F.T. Annual Meeting and Workshops,	Minneapolis, MN
September 2018	SAPAA. Annual Conference,	Kansas City, MO
January 2018	S.O.F.T. Annual Meeting and Workshops,	Boca Raton, FL
October 2016	S.O.F.T. Annual Meeting and Workshops,	Dallas, TX
October 2015	S.O.F.T. Annual Meeting and Workshops,	Atlanta, GA
October 2014	S.O.F.T. Annual Meeting and Workshops,	Grand Rapid , MI
October 2013	S.O.F.T. Annual Meeting and Workshops,	Orlando, FL
July 2012	S.O.F.T. Annual Meeting and Workshops,	Boston, MA
October 2011	S.O.F.T. Annual Meeting and Workshops,	San Francisco, CA

CERTIFICATIONS/MEMBERSHIPS:

- American Board of Forensic Toxicology (ABFT)
  Forensic Drug Toxicology Diplomate
- Member – Society of Forensic Toxicologists (SOFT)
- Member – Midwest Association for Toxicology and Therapeutic Drug Monitoring
- Inspector – National Laboratory Certification Program (NLCP)
- State of Nevada Department of Health and Human Services Specialty Technologist Chemistry/Toxicology

CURRICULUM VITAE

NAME: **Kenneth Reine**

ADDRESS: 10101 Renner Blvd
Lenexa, KS 66219
913-577-1247
E-mail:Kenneth.m.reineii@questdiagnostics.com

EDUCATION: Bachelor of Science – Microbiology-Aug 1990
Louisiana State University, Baton Rouge, LA

EXPERIENCE:

Dec 2021 to Present — **Laboratory Manager**
Quest Diagnostics, Lenexa, KS

Responsible for daily operations of forensic urine, oral fluid and hair drug testing laboratory.

Sep 2019 to Present — **Alternate Responsible Person**
Quest Diagnostics, Lenexa, KS

May 2015 to Dec 2021 — **Non-Negative Certification Supervisor**
Quest Diagnostics, Inc., Lenexa, KS

Responsibilities include evaluation of non-negative certifying scientists, coordination of area procedures and certifying data for drugs of abuse.

Oct 2013 to May 2015 — **Non-Negative Certifying Scientist, Team Lead**
Quest Diagnostics, Inc., Lenexa, KS

Responsibilities as certifying scientist, lead involve reviewing and certifying the screening, confirmation, and specimen validity data for drugs of abuse; provide technical leadership, training and direct workflow in the certification area; consult with clients and physicians regarding testing and results.

July 2011 to Oct 2013 — **Non-Negative Certifying Scientist**
Quest Diagnostics, Inc., Lenexa, KS

Responsibilities as certifying scientist involve reviewing and certifying the screening, confirmation, and specimen validity data for drugs of abuse.

April 2010 to Jul 2011 — **GCMS Analyst, Team Lead**
Quest Diagnostics, Inc., Lenexa, KS

Responsibilities include operating and maintaining GC/MS instruments, reviewing positive and negative federal/non-federal urine, blood, oral fluid, and hair samples.

Jul 2004 to Apr 2010 — Clinical Reference Laboratory, Lenexa, KS
Confirmation Analyst Supervisor
Supervise toxicology confirmation department, which includes extraction and GC/MS. Daily functions involve scheduling, performance reviews, staffing, GC/MS validation, instrument maintenance as well as resolving technical issues within the department. (1.5 years)
***Positive Certifying Scientist**- perform duties of PCS & NCS as workflow dictated for regulated and non-regulated batches (1 year)*
***GC/MS analyst** – perform operation and maintenance of instrumentation, initial review of batches and bench level PCS duties for non-regulated batches only. (~3 years)*
***Extractions**- perform extraction/derivatization of both regulated and non-regulated batches. (0.5 years)*

July 1998 to July 2004 — Dallas County Institute of Forensic Sciences, Dallas, TX
Drug Chemist II
Perform qualitative and quantitative analysis on suspected controlled substances, poisons, and other drugs of abuse providing court testimony as needed. Identify and quantify by Gas Chromatography/Mass Spectrometry, Infrared Spectrophotometry, Atomic Absorption Spectroscopy, Enzyme-Linked Immunosorbent Assay, Gas Chromatography, and Gas Chromatography/Mass Spectrometry.

Aug1990 to July 1998 — Louisiana State Police Crime Laboratory, Baton Rouge, LA
Forensic Scientist II
Perform qualitative and quantitative analysis on suspected controlled substances or dangerous drugs according to laboratory policies and procedures, providing court testimony as needed.
Identify and quantify by Gas Chromatography/Mass Spectrometry, Fourier Transform Infrared Spectrophotometry, Ultraviolet Spectrophotometry, and Microcrystalline analysis.

PROFESSIONAL MEETINGS:

October 2022	National Laboratory Certification Program, NLCP Workshop – Virtual
October 2023	National Laboratory Certification Program, NLCP Workshop & SOFT Workshops – Denver, CO

CURRICULUM VITAE

NAME: **JAMES CHRISTIE MANK**

ADDRESS: 10101 Renner Blvd.
Lenexa, KS 66219
800-877-7484

EDUCATION: Master of Science, Major – Forensic Toxicology
University of Florida, Gainesville, FL, 2021

Bachelor of Science, Major – Biochemistry
University of Kansas, Lawrence, KS, 2006

EXPERIENCE:

Oct 2023 to Present — Quest Diagnostics, Lenexa, KS
Alternate Responsible Person

Responsibilities include understanding lab policy and procedures for each department in the testing process. Supervise preparation of data and NNSL for routine inspections/audits performed by the National Laboratory Certification Program (NLCP). Interact with regulatory authorities from NLCP, CAP, and NRC during inspections. Lab consultant for R&D development of new methods.

April 2022 to Present — Quest Diagnostics, Lenexa, KS
Confirmations/Steroids Certification Supervisor

Responsibilities include evaluation of non-negative certifying scientists, coordination of department procedures, and certifying data for drugs of abuse in urine, oral fluid, blood, hair, and breath. Management and reporting of data review and certification of Steroids. Responsible for creating and/or updating all Certification and Steroids SOP's. Responsible for data review and entry of quarterly NLCP Proficiency Testing specimens.

Aug 2020 to April 2022 — Quest Diagnostics, Lenexa, KS
Hair/Steroids Supervisor

Responsibilities include implementation of LDTD-MS/MS hair screening process; validation of new steroid instrumentation;

evaluation of screening, extraction, and certification staff; adherence and contributor to lab SOP's; operating and maintaining Hamilton and Tecan liquid handlers; organizing and reporting of DHF Proficiency Testing survey.

Sept 2014 to Aug 2020 — Quest Diagnostics, Lenexa, KS
MS Supervisor

Responsibilities include evaluation of Mass Spec. operators and coordination of operating procedures; operating and maintaining MS instruments; implementation and oversight of training program; reviewing positive and negative federal/non-federal urine, oral fluid blood, and hair samples.

May 2009 to Sept 2014 — Quest Diagnostics, Lenexa, KS
Non-Negative Certifying Scientist

Responsibilities as certifying scientist involve reviewing and certifying the screening, confirmation, and specimen validity data for drugs of abuse in urine, oral fluid, hair, and blood matrix.

March 2007 to May 2009 — Quest Diagnostics, Lenexa, KS
MS Analyst

Responsibilities include operating and maintaining GC/MS instruments, reviewing positive and negative federal/non-federal urine, blood, and oral fluid samples.

Sept 2005 to Dec 2005 — University of Kansas Medical Center, Lawrence, KS
Research Assistant

Responsibilities included conducting experiment on purification of Gro-EL protein. First-hand experience with SDS Poly-Acrylamide Gel Electrophoresis of Protein, pH meter operation, dialysis. Eliminated 2 weeks from the standard procedure while achieving a very high purification.

CERTIFICATIONS/MEMBERSHIPS:

- **American Board of Forensic Toxicology (ABFT)**
  - **Diplomate**
- **Department of Health and Human Services – Nevada**
  - **General Supervisor with Specialty in Chemistry/Toxicology**

- **Midwest Association for Toxicology and Therapeutic Drug Monitoring (MATT)**
  - **Member**

CURRICULUM VITAE

NAME: **David Yoest**

ADDRESS: 10101 Renner Blvd
Lenexa, KS 66219
913-888-1770

EDUCATION: Bachelor of Science – Biochemistry
Kansas State University, Manhattan, Kansas 1997

EXPERIENCE:

Oct 2023 to Present — **Alternate Responsible Person**
Quest Diagnostics, Lenexa, KS

Dec 2021 to Present — **Laboratory Manager**
Quest Diagnostics, Lenexa, KS
Responsible for daily operations of forensic urine, oral fluid and hair drug testing laboratory.

Dec 2010 to 2021 — **GCMS Supervisor**
Quest Diagnostics, Inc., formerly Lab*One*, Inc., Lenexa, KS

Responsibilities include training and evaluation of GC/MS Operators and coordination of operating procedures; operating and maintaining GC/MS instruments; reviewing positive and negative federal/non-federal urine, blood, and oral fluid samples.

March 1998 to Dec 2010 — **GCMS Analyst**
Quest Diagnostics, Inc., formerly Lab*One*, Inc., Lenexa, KS

Responsibilities include operating and maintaining GC/MS instruments, reviewing positive and negative federal/non-federal urine, blood, and oral fluid samples.

May 1997 To March 1998 — **Extraction Technologist**
Quest Diagnostics, Inc., formerly Lab*One*, Inc., Lenexa, KS

Perform extractions of drugs of abuse, using multiple techniques. Followed proper protocol for each sample.

Verified Correct Copy of Original 11/16/2023.

IN THE COURT OF APPEALS OF THE STATE OF OREGON

Nathaniel Williams
(LINE [redacted])
Plaintiff-Appellant, or
Plaintiff-Respondent,

[redacted]
(LINE 2- NAME OF DEFENDANT(S))
Defendant-Respondent. or
Defendant-Appellant.

[redacted] County Case Number 19DR20732
(CIRCUIT [redacted] NAME) (CIRCUIT COURT NUMBER)

FILED
23OCT 27 PM 3:32
[redacted] COURT
[redacted]AH COUNTY

NOTICE OF APPEAL

1.

(a) Nathaniel Williams hereby gives notice of appeal from the judgment entered on (b) 9-[redacted], [redacted] Judge (c) Xiomara Torres in (d) Multnomah County Circuit Court.

2.

The parties to this appeal are:
Appellant(s): Nathaniel Williams [redacted]
[redacted] DRESS, and PHONE NUMBER (and EMAIL ADDRESS)
[redacted] Oregon
[redacted] respon[redacted]

3.

If the respondent (on appeal) is represented by counsel, provide the name, bar number, and address of the respondent's attorney:

ATTORNEY FOR RESPONDENT:
Respondent's name Judy Decasas
Attorney's name Bonnie Popa
Bar # OSB #053643
Address
12275 SW Second St
Beaverton OR 97005

ATTORNEY FOR RESPONDENT:
Respondent's name
Attorney's name
Bar #
Address

19DR20732
NOAP
Notice - Appeal
17412622

Verified Correct Copy of Original 11/16/2023.

4.

INDICATE YOUR DESIGNATION OF RECORD

☒ Appellant designates the record in its entirety, up to and including the date on which the challenged decision was entered. Therefore, in addition to the trial court file, appellant designates all exhibits submitted, and the record of all oral proceedings that occurred, during that time period.

☒ In addition to the trial court file, appellant designates only the following portions of the record:

☐ Trial court file only. No exhibits and no oral proceedings.

☒ All exhibits.

☒ The record of only the following oral proceedings: restraining order, status check in Emergency custody hearing and modification hearing.

5.

COMPLETE ONLY IF LESS THAN THE ENTIRE TRIAL COURT RECORD IS DESIGNATED IN PARAGRAPH 4 ABOVE

Appellant intends to rely upon the following points:
Pg 2 #7 I was responding to the petitioners hostile phone calls and text messages
& son does not memeck
10. Never blocked mom from records

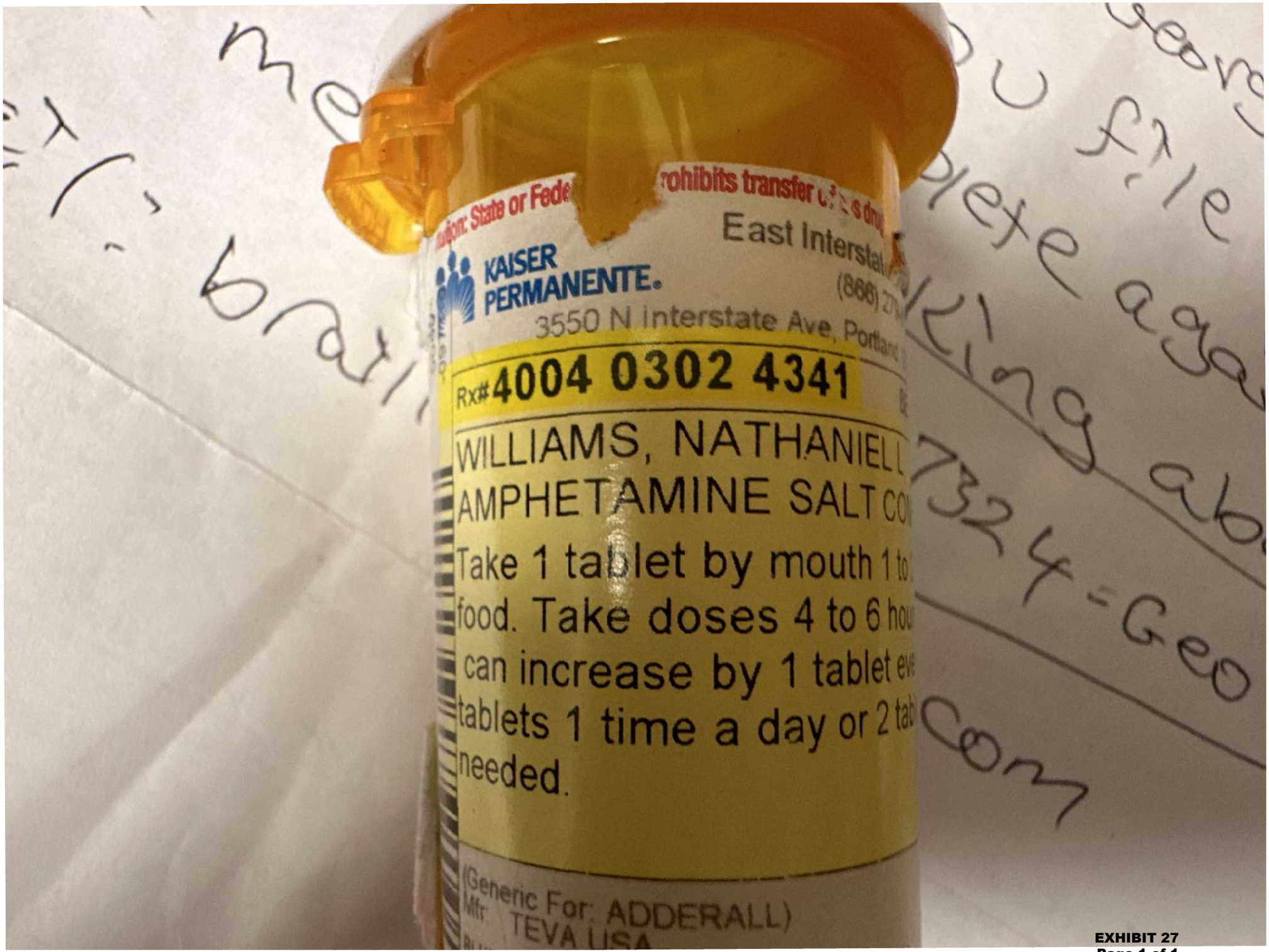
6.

This appeal is timely and otherwise properly filed before the Court of Appeals because:
Because I've gone from 50/50 to almost
Nothing for false statements such allegations

7.

Attached to this notice of appeal is a copy of the judgment being appealed from. Also attached are copies of any other orders pertinent to determining appellate jurisdiction.

DATE: 10-13-2023 SIGNATURE: Nathan Bell


KAISER PERMANENTE.
East Interstat
(866) 27
3550 N Interstate Ave, Portland
Rx# 4004 0302 4341
WILLIAMS, NATHANIEL L
AMPHETAMINE SALT CO
Take 1 tablet by mouth 1 to
food. Take doses 4 to 6 hou
can increase by 1 tablet eve
tablets 1 time a day or 2 tab
needed.
(Generic For: ADDERALL)
Mfr: TEVA USA

Portland Public Schools
SUPERVISOR / MANAGER TRAINING

Reasonable Suspicion: Signs & Symptoms of Drug Use / Alcohol Misuse:

For Safety & For Compliance with DOT/FMCSA Drug & Alcohol Testing Regulations

January 23, 2020

1. Why should organizations conduct "reasonable suspicion" drug and alcohol testing?
   a. General
   b. Supervisors/managers of safety-sensitive transportation workers
   c. (Very) short history
      - ❖ Drug testing - 1989
      - ❖ OTETA of 1991 – alcohol testing - 1994
      - ❖ DOT: 5 operating administrations + 1 ~step-child: **FMCSA,** PHMSA, FRA, FTA, FAA; USCG

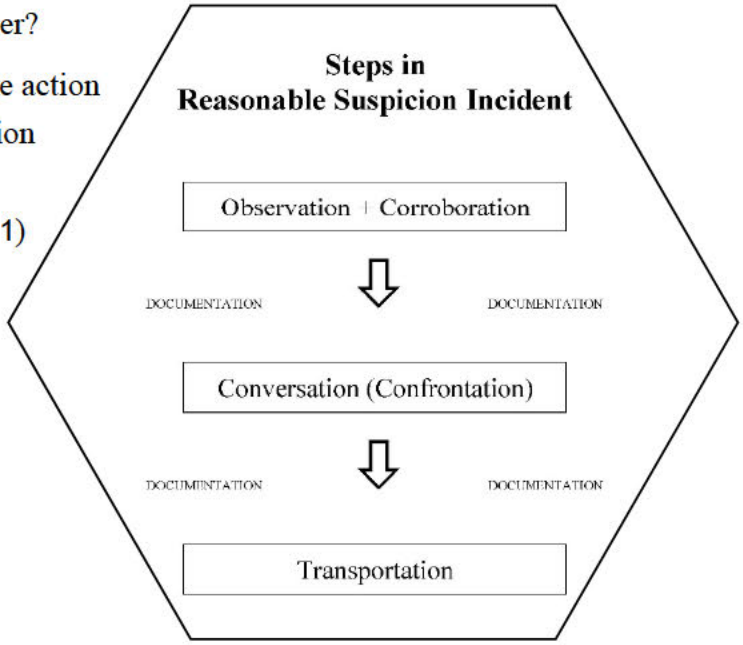
2. What are my responsibilities as a supervisor/manager?
   a. Know your organization's **policy**, be aware, take action
   b. What is your organization's policy re: prescription medications?

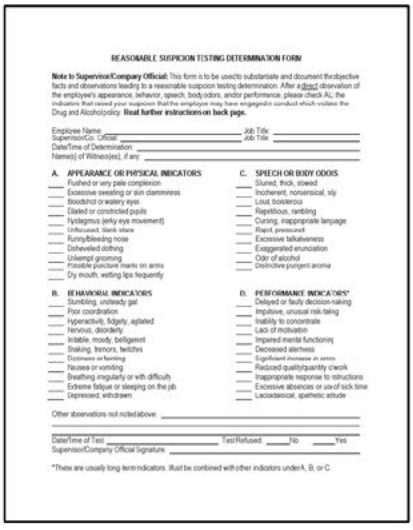
3. Steps in reasonable suspicion incident (HANDOUT 1)
   a. Observations / corroboration: drug/alcohol checklist (HANDOUT – last page)
      - Appearance/physical indicators
      - Behavioral indicators
      - Speech or body odors
      - Performance indicators

      <u>Remember</u>: **document**, don't diagnose; not all performance problems are due to substance abuse.

   b. Conversation / confrontation: be prepared, maintain confidentiality

   c. Transportation: to collection site; to residence




REASONABLE SUSPICION TESTING DETERMINATION FORM

Note to Supervisor/Company Official: This form is to be used to substantiate and document the objective facts and observations leading to a reasonable suspicion testing determination. After a direct observation of the employee's appearance, behavior, speech, body odors, and/or performance, please check ALL the indicators that caused your suspicion that the employee may have engaged in conduct which violates the Drug and Alcohol policy. **Read further instructions on back page.**

Employee Name: _____ Job Title: _____
Supervisor/Co. Official: _____ Job Title: _____
Date/Time of Determination: _____
Name(s) of Witness(es), if any: _____

A. APPEARANCE OR PHYSICAL INDICATORS
___ Flushed or very pale complexion
___ Excessive sweating or skin clamminess
___ Bloodshot or watery eyes
___ Dilated or constricted pupils
___ Nystagmus (jerky eye movement)
___ Unfocused, blank stare
___ Runny/bleeding nose
___ Dishevelled clothing
___ Unkempt grooming
___ Possible puncture marks on arms
___ Dry mouth, wetting lips frequently
___

B. BEHAVIORAL INDICATORS
___ Stumbling, unsteady gait
___ Poor coordination
___ Hyperactivity, fidgety, agitated
___ Nervous, disorderly
___ Irritable, moody, belligerent
___ Shaking, tremors, twitches
___ Dizziness or fainting
___ Nausea or vomiting
___ Breathing irregularly or with difficulty
___ Extreme fatigue or sleeping on the job
___ Depressed, withdrawn

C. SPEECH OR BODY ODORS
___ Slurred, thick, slowed
___ Incoherent, nonsensical, silly
___ Loud, boisterous
___ Repetitious, rambling
___ Cursing, inappropriate language
___ Rapid, pressured
___ Excessive talkativeness
___ Exaggerated enunciation
___ Odor of alcohol
___ Distinctive pungent aroma

D. PERFORMANCE INDICATORS*
___ Delayed or faulty decision-making
___ Impulsive, unusual risk-taking
___ Inability to concentrate
___ Lack of motivation
___ Impaired mental functioning
___ Decreased alertness
___ Significant increase in errors
___ Reduced quality/quantity of work
___ Inappropriate response to instructions
___ Excessive absences or use of sick time
___ Lackadaisical, apathetic attitude

Other observations not noted above: _____

Date/Time of Test: _____ Test Refused ___No ___Yes
Supervisor/Company Official Signature: _____

*These are usually long-term indicators. Must be combined with other indicators under A, B, or C.

4. Alcohol, alcohol misuse and alcoholism (HANDOUT 2); alcohol testing

5. Commonly tested controlled substances/drugs of abuse

Drug Class	Comment	
Amphetamines	Incl methamphetamine, ecstasy (MDMA)	FEDERAL/DOT
Cocaine	Measured as metabolite benzoylecgonine	
Marijuana	Schedule I controlled substance	
Opioids	Incl heroin, codeine, morphine, oxycodone (eg Percocet, Oxycontin), hydrocodone (eg Vicodin)	
Phencyclidine (PCP)	Hallucinogen	

Drug Class	Comment	
Barbiturates	Sedative-hypnotics incl amobarbital, phenobarbital (for epilepsy)	Non-Federal
Benzodiazepines	Tranquilizers incl Valium, Xanax	
Methadone	Narcotic for pain	
Fentanyl	Opioid narcotic pain medication, 50-100X more potent than morphine per NIDA	

FOR MORE INFORMATION: WWW.NIDA.NIH.GOV

Commonly abused prescription medications:

Drug Class	Medical Use	Examples	Effects/Side Effects
Opioids (analgesics)	Pain relief	Hydrocodone (Vicodin) Oxycodone (OxyContin, Percocet) Fentanyl	Drowsiness; in larger doses, constipation & breathing problems
Sedatives/tranquilizers (central nervous system depressants)	Anxiety, sleep disorders, epilepsy	Barbiturates (Mebaral) Benzodiazepines (Valium, Xanax)	Drowsiness, slowed brain function, incoordination; reduced heart rate, respiration
Stimulants	Attention Deficit Hyperactivity Disorder (ADHD), narcolepsy	Amphetamine (Adderal) Methylphenidate (Ritalin)	Alertness, attention, energy; increased blood pressure, heart rate; euphoria / interference with normal brain chemical functions

6. Drug testing procedures (HANDOUT 3)

   - ❖ Services authorization form

7. DOT responsibilities: **FMCSA - 49 CFR Part 382** (HANDOUT 5);

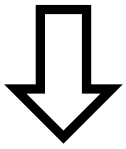
   - ❖ Suspicion of alcohol misuse vs illegal drug use
   - ❖ Association of alcohol testing with duty period
   - ❖ Time constraints in alcohol testing, documentation
   - ❖ Correct authority for testing
     - Example: post-accident testing (HANDOUT 4);

8. Questions/answers
   (if time, FMCSA Clearinghouse; new methods of testing for marijuana; CBD)

Instructor: Jana W. Wolfgang, MS, CSAPA
NORTHWEST DRUG-SAFE
1049 SW Baseline St Ste C325
Hillsboro, OR 97123-3848
TEL 503-297-4113 • FAX 503-297-4748

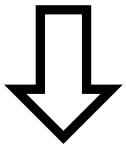
Steps in
Reasonable Suspicion Incident

Observation + Corroboration



DOCUMENTATION DOCUMENTATION

Conversation (Confrontation)



DOCUMENTATION DOCUMENTATION

Transportation

HANDOUT 1

ALCOHOL APPROXIMATIONS

1 std drink => ~ 0.02 (g/dL blood, g/210 L breath)

(DEPENDS on body mass, hydration, etc.)





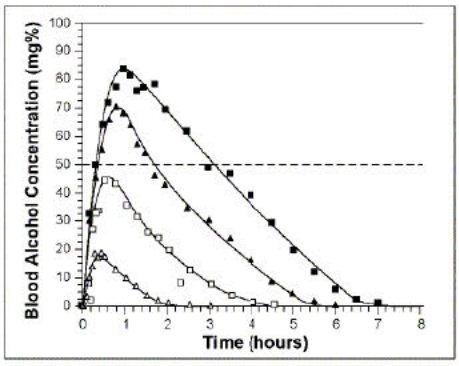


J Wolfgang, CSAPA
Northwest Drug-Safe

ALCOHOL APPROXIMATIONS

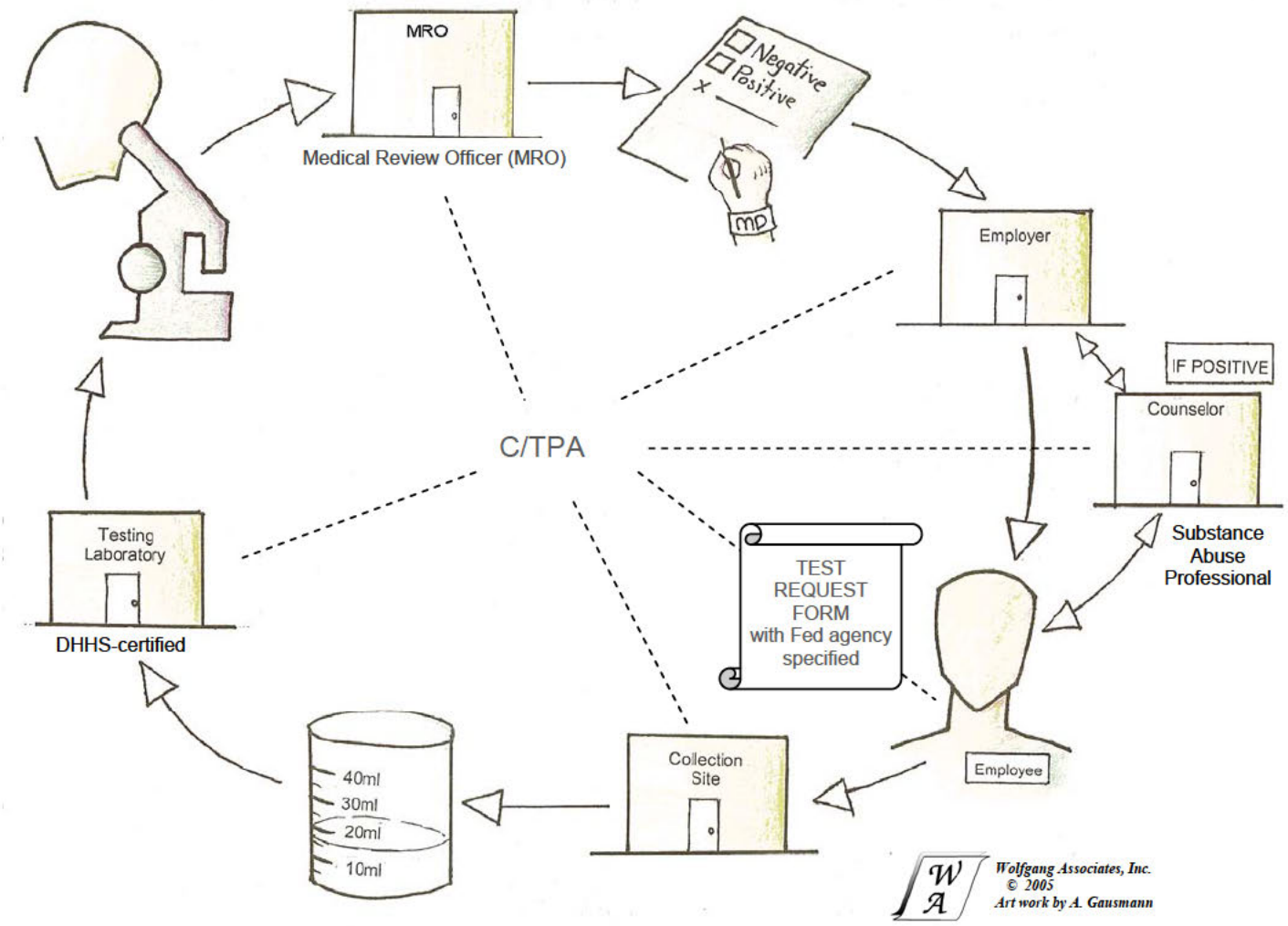
About 1 hour to metabolize 1 standard drink





J Wolfgang, CSAPA
Northwest Drug-Safe

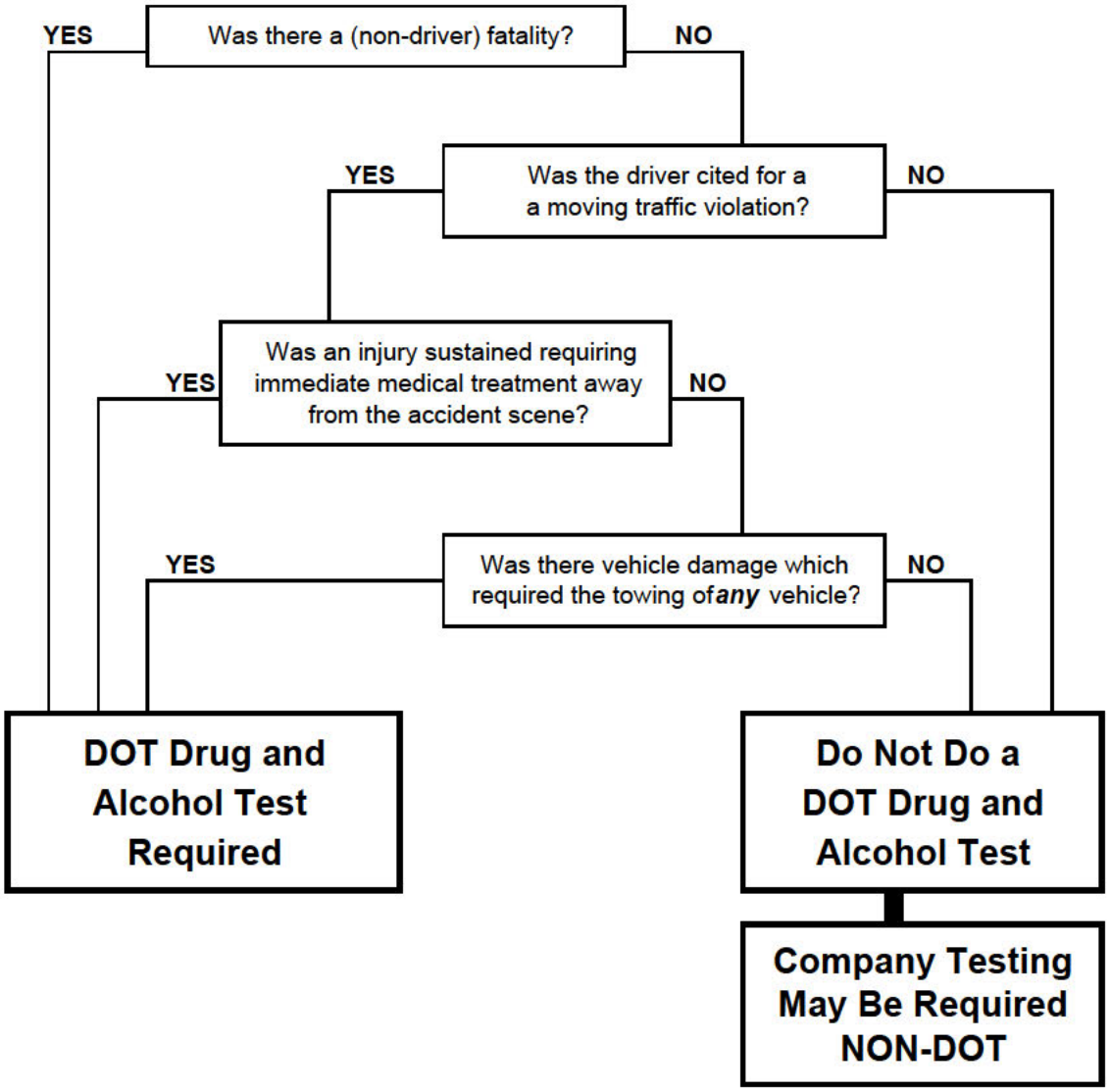
DOT Drug Testing Process



Key Regulations for DOT/FMCSA Drug/Alcohol Testing Programs

49 CFR Part 40	Procedures for Transportation Workplace Drug and Alcohol Testing Programs
49 CFR Part 382	Federal Motor Carrier Safety Administration Controlled Substances and Alcohol Use and Testing
For more information or to view regulations	https://www.transportation.gov/odapc/

FMCSA POST ACCIDENT TESTING DECISION TREE



The company will conduct post-accident drug and alcohol testing in accordance with 49 CFR 382.303. As soon as practicable following an accident involving a commercial motor vehicle, the company shall ensure that each surviving driver is tested for alcohol and controlled substances in accordance with the triggering events for FMCSA as defined in 49 CFR 382.303. The company is responsible for making the drivers aware that they may be required to have a DOT-mandated drug and alcohol test after certain accidents.

Testing for alcohol should occur within two (2) hours, but no later than (8) hours following the qualifying accident. Drug screen collection must occur within 32 hours of the accident. If testing is not administered within the stated time frames, the company shall prepare and keep on file a record stating why the test was not promptly administered.

FMCSA / DOT * Regulations Regarding Reasonable Suspicion Testing for Drugs and Alcohol

49 CFR § 382.307 Reasonable suspicion testing.

(a) An employer shall require a driver to submit to an **alcohol** test when the employer has reasonable suspicion to believe that the driver has violated the prohibitions of subpart B of this part concerning alcohol. The employer's determination that reasonable suspicion exists to require the driver to undergo an alcohol test must be based on **specific, contemporaneous, articulable observations** concerning the **appearance, behavior, speech or body odors of the driver**.

(b) An employer shall require a driver to submit to a **controlled substances** test when the employer has reasonable suspicion to believe that the driver has violated the prohibitions of subpart B of this part concerning controlled substances. The employer's determination that reasonable suspicion exists to require the driver to undergo a controlled substances test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. The observations may include **indications of the chronic and withdrawal effects of controlled substances**.

(c) The required observations for alcohol and/or controlled substances reasonable suspicion testing shall be made by a supervisor or company official who is **trained** in accordance with § 382.603. The person who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not conduct the alcohol test of the driver.

(d) Alcohol testing is authorized by this section only if the observations required by paragraph (a) of this section are made during, just preceding, or just after the period of the work day that the driver is required to be in compliance with this part. A driver may be directed by the employer to only undergo reasonable suspicion testing **while the driver is performing** safety-sensitive functions, **just before the driver is to perform** safety-sensitive functions, **or just after the driver has ceased performing** such functions.

---

* Federal Motor Carrier Safety Administration of the U.S. Department of Transportation (DOT)

(e) (1) If an alcohol test required by this section is not administered within **two hours** following the determination under paragraph (a) of this section, the employer shall prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered. If an alcohol test required by this section is not administered within **eight hours** following the determination under paragraph (a) of this section, the employer shall cease attempts to administer an alcohol test and shall state in the record the reasons for not administering the test.

(2) Notwithstanding the **absence of a reasonable suspicion alcohol test** under this section, no driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while the driver is under the influence of or impaired by alcohol, as shown by the behavioral, speech, and performance indicators of alcohol misuse, nor shall an employer permit the driver to perform or continue to perform safety-sensitive functions, until:

(i) An alcohol test is administered and the driver's alcohol concentration measures **less than 0.02; or**

(ii) **Twenty four hours** have elapsed following the determination under paragraph (a) of this section that there is reasonable suspicion to believe that the driver has violated the prohibitions in this part concerning the use of alcohol.

(3) Except as provided in paragraph (e)(2) of this section, no employer shall take any action under this part against a driver **based solely on the driver's behavior and appearance**, with respect to alcohol use, in the absence of an alcohol test. This does not prohibit an employer with **independent authority** of this part from taking any action otherwise consistent with law.

(f) A **written record** shall be made of the observations leading to an alcohol or controlled substances reasonable suspicion test, and signed by the supervisor or company official who made the observations, within 24 hours of the observed behavior or before the results of the alcohol or controlled substances tests are released, whichever is earlier.

§ - §

Text from electronic download accessed via FMCSA's web site (https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=1&ty=HTML&h=L&mc=true&=PART&n=pt49.5.382#se49.5.382_1307), reformatted for ease of reading, bolding/font changes added for emphasis. It reflects current DOT requirements to the best of my knowledge, as of March 2019. Jana W. Wolfgang, MS, CSAPA, Northwest Drug-Safe, Hillsboro, OR, tel 503-297-4113, email jana@nwdrugsafe.com.

REASONABLE SUSPICION TESTING DETERMINATION FORM

Note to Supervisor/Company Official: This form is to be used to substantiate and document the objective facts and observations leading to a reasonable suspicion testing determination. After a direct observation of the employee's appearance, behavior, speech, body odors, and/or performance, please check ALL the indicators that raised your suspicion that the employee may have engaged in conduct which violates the Drug and Alcohol policy. Read further instructions on back page.

Employee Name: _____ Job Title: _____
Supervisor/Co. Official: _____ Job Title: _____
Date/Time of Determination: _____
Name(s) of Witness(es), if any: _____

A. APPEARANCE OR PHYSICAL INDICATORS
____ Flushed or very pale complexion
____ Excessive sweating or skin clamminess
____ Bloodshot or watery eyes
____ Dilated or constricted pupils
____ Nystagmus (jerky eye movement)
____ Unfocused, blank stare
____ Runny/bleeding nose
____ Disheveled clothing
____ Unkempt grooming
____ Possible puncture marks on arms
____ Dry mouth, wetting lips frequently

B. BEHAVIORAL INDICATORS
____ Stumbling, unsteady gait
____ Poor coordination
____ Hyperactivity, fidgety, agitated
____ Nervous, disorderly
____ Irritable, moody, belligerent
____ Shaking, tremors, twitches
____ Dizziness or fainting
____ Nausea or vomiting
____ Breathing irregularly or with difficulty
____ Extreme fatigue or sleeping on the job
____ Depressed, withdrawn

C. SPEECH OR BODY ODORS
____ Slurred, thick, slowed
____ Incoherent, nonsensical, silly
____ Loud, boisterous
____ Repetitious, rambling
____ Cursing, inappropriate language
____ Rapid, pressured
____ Excessive talkativeness
____ Exaggerated enunciation
____ Odor of alcohol
____ Distinctive pungent aroma

D. PERFORMANCE INDICATORS*
____ Delayed or faulty decision-making
____ Impulsive, unusual risk-taking
____ Inability to concentrate
____ Lack of motivation
____ Impaired mental functioning
____ Decreased alertness
____ Significant increase in errors
____ Reduced quality/quantity of work
____ Inappropriate response to instructions
____ Excessive absences or use of sick time
____ Lackadaisical, apathetic attitude

Other observations not noted above: _____

_____

_____

_____

_____Attach and staple extra sheets, if necessary.

Date/Time of Test: _____ Test Refused: No [ ] Yes [ ]

Supervisor/Company Official Signature: _____

*These are usually long-term indicators. Must be combined with other indicators under A, B, or C.

Instructions to Supervisor/Company Official:

1. Conduct the employee interview in a private setting, mindful of the dignity and confidentiality rights of the employee. If the employee requests a union representative, delay the interview until the union representative arrives. If the applicable policies require the employee to be advised of his/her right to a union representative, comply and again delay the interview. [NOTE: It is generally a good practice for supervisors to offer a union representative, even if not requested or required.] However, do not delay the interview unreasonably while awaiting a union representative. If reasonable suspicion exists without an interview, tell the employee that he/she will not be interviewed and proceed to step 3.

2. Give the employee an opportunity to explain the reason(s) for the indicators you have observed from his or her perspective. Expect denial. Note the explanation given by the employee for each indicator, including any failure to provide an explanation in the space below. Attach and staple extra sheets, if necessary. _____

3. Arrange to have the employee accompanied to the collection site for testing without delay. Also arrange for the employee to be safely transported home.

4. For reference, Federal regulations require that reasonable suspicion testing of covered employees for alcohol be administered within two (2) hours following the determination to refer the employee for testing. For alcohol reasonable suspicion, please use the space below to document any delays or inability to test. _____

5. Complete and sign this document and send to the Company Drug and Alcohol Program Manager.

IMPORTANT: DO NOT TRY TO DIAGNOSE ABUSE OR ADDICTION OR IDENTIFY THE SPECIFIC DRUG ASSOCIATED WITH THE EMPLOYEE'S BEHAVIOR OR APPEARANCE.

From: Transportation Safety Institute FTA Course in Substance Abuse Management & Program Compliance, 4/20/10, with permission; as modified by J. Wolfgang, CSAPA, Northwest Drug-Safe & K. Peck, J.D., Peck Rubanoff & Hatfield, P.C. 10/21/15. For an electronic copy of this document, email jana@nwdrugsafe.com.

AGREEMENT

School District No. 1
Multnomah County Oregon

and

Portland Association of Teachers

July 1, 2023- June 30, 2026

2023-2026

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PREAMBLE

The parties believe that a well-rounded public education should prepare every student for college, career and full participation as an active and informed community member, regardless of race, class, ethnicity, gender, sexual orientation or zip code. The parties also recognize that a well-rounded public education includes, but is not limited to, giving students a strong start, and providing students with an enriched, diverse and comprehensive whole-child curriculum that allows them to:

- obtain essential knowledge and skills
- engage in critical and creative thinking
- develop independent inquiry skills and an appreciation for the arts, music and literature
- improve their physical and emotional health
- develop academic discipline and proficiencies
- develop and use information literacy skills to become college and career-ready
- prepare for leadership roles in their communities

Our goal is to empower productive, ethical, self-confident community members who are ready to participate in a free and democratic society.

This agreement, by and between the Portland Association of Teachers, hereinafter called the "Association," affiliated with the Oregon Education Association, hereinafter called "OEA," and the National Educational Association, hereinafter called the "NEA," and School District No. 1, Multnomah County, Oregon, hereinafter called the "District."

It is hereby agreed as follows:

ARTICLE 1
STATUS AND EFFECT OF AGREEMENT

1.1 Recognition of Exclusive Representative

1.1.1 The District recognizes the Association as the sole and exclusive collective bargaining representative for all regular and temporary professionally and/or academically licensed employees of the District including, licensed teaching personnel employed in the District in a position for which a teaching license is required by state or regulation, School Psychologists, Social Workers, Child Development Specialists, Student Services Specialists and Audiologists. Such recognition also includes those assignments specified in Appendix B of this Agreement.

1.1.2 Such recognition excludes supervisory, confidential, and substitute employees and positions appropriately included in another bargaining unit.

1.1.3 The Association shall have the exclusive right for members of the bargaining unit to have payroll deductions of organization dues and fees. That right shall not be granted to any competing employee organization.

1.2 Definitions

For this contract, the following definitions apply unless otherwise indicated:

1.2.1 District: School District Number 1, Multnomah County Oregon (Portland Public Schools).

1.2.2 Association: Portland Association of Teachers (PAT).

1.2.3 Agreement: The collective bargaining agreement between the District and the Association covering bargaining unit members other than substitutes.

1.2.4 Day or Workday: Unless specifically defined as calendar days, all days in this agreement mean contract days for the bargaining unit included in the 193-day calendar (192-day calendar for 2023-2024 school year); excluding holidays, weekends, and other non-contract days including winter, spring and summer breaks.

1.2.5 Professional Educator or Educator: All professional educators represented by the Association in the bargaining unit as defined in Section 1.1.

1.2.6 Supervisory Employees: District Administrators including the Superintendent and the Central Office Administrative Staff, Principals, Assistant Principals, and persons ordinarily engaged at least 50% of the time in administration, supervision or evaluation of teaching personnel.

1.2.7 Probationary Educator: A professional educator who has not completed the probationary period. A professional educator is probationary for their first three (3) years of employment with the District.

1.2.8 Contract Educator: A professional educator who has completed three consecutive years of employment with the District in a bargaining unit represented position and has been retained for a fourth.

1.2.9 Professionally or Academically Licensed: All professional educators required, as a condition of employment, to possess an academic certificate, license, degree, or the equivalent, issued by TSPC, the State of Oregon, an institution of higher education, or a professional society, or anyone who performs the functions reserved (under OAR 584-036-0011) for professional educators who hold a professional or academic license.

1.2.10 Substitute: Anyone employed to take the place of a regular educator who is temporarily absent. A substitute may not replace any individual educator for more than forty-five (45) consecutive student contact days in the same school year. Approved leave days and non-student contact work days do not break consecutive days.

1.2.11 Temporary, as referenced in this agreement: Anyone employed to:

1.2.11.1 replace a professional educator on a leave of absence. Such position designation shall not extend beyond two (2) school years;

1.2.11.2 fill a vacancy of more than forty-five (45) consecutive workdays which occurs after the opening of school. (For purposes of this section "opening of school" shall mean the first student day. "Fill a vacancy" shall mean that the temporary educator has initiated employment after the first student day of school.); or

1.2.11.3 fill a position which has been designated as temporary or experimental. Such position designation shall not extend beyond two (2) school years.

1.2.12 Temporary professional educators are probationary professional educators.

1.2.13 Unless noted, all provisions begin on the 2023-2024 school year.

1.3 This Agreement shall modify, replace or add to any policies, rules, regulations, procedures or practices of the District which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and become part of the established policies, rules, regulations, practices and procedures of the District. Existing policies, rules, regulations, practices and procedures which are consistent with this Agreement are not modified.

1.4 There shall be two (2) signed copies of the final Agreement for the purpose of records. One shall be retained by the District and one by the Association. Within one month of the ratification of the Agreement by both parties, the District agrees to print five hundred (500) and additional copies as needed of this Agreement and agrees to deliver those copies to the Association for distribution, and to post a copy of the Agreement on the District's website. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject appropriate for bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The parties mutually agree that the terms and conditions set forth in this Agreement incorporate the entire understanding and agreements of the parties on all matters which were subject to negotiations. The District and the Association agree that, during the term of this Agreement, the other shall not be obligated to negotiate or bargain collectively with respect to any such matter covered by this Agreement. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of both of the parties in amendment thereto.

1.5 Nothing contained in this Agreement or mutually relied on in bargaining will be interpreted and/or applied so as to eliminate or reduce any current management right or established working condition that is a mandatory subject for bargaining. The Board, however, may otherwise reserve the right to unilaterally change its policies relating to all matters which do not involve mandatory subjects of bargaining.

1.6 Notice of Proposed Changes in Board Policy or Administrative Directives

The District will provide written notification to the Association President or designee of proposed changes in Board policies prior to Board approval and Administrative Directives prior to implementation in accordance with the Public Employee Collective Bargaining Act.

1.7 Should any provision of this Agreement be declared illegal by a court or agency of competent jurisdiction, said provision, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining provision(s) shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted Article, Section or clause. The subjects of the deleted provision(s)

and the affected provision(s) shall be subject to further collective bargaining during the term of this Agreement with respect to the period covered by this Agreement.

1.8 Any contract between the District and an individual professional educator shall be expressly subject to the terms and conditions of the Agreement.

1.9 The Association has a process for contract exceptions to allow professional educators at a work site to apply for an exception to the terms and conditions of the Agreement. Contract exceptions must be submitted to the PAT Advocacy Committee using the process required by the Association. Contract exceptions must be approved by the PAT Advocacy Committee and the District prior to implementation. A contract exception is valid only for the school year for which it was approved.

1.10 The Association shall continue to be the exclusive collective bargaining representative, as provided in Section 1.1, during the term of this Agreement unless, under applicable law, some other method of representation or some other applicable representative is elected. Should another method or representative of the professional educators be so elected during the term of this Agreement, this Agreement shall not terminate but thereafter no provision of this Agreement shall be construed to require the District to bargain with the Association and the recognition and authority of the Association as contained in this Agreement and its duty of fair representation shall terminate.

ARTICLE 2
ASSOCIATION RIGHTS

2.1 Except for Section 2.10 below, the Association rights conferred on the Association in this Agreement shall be exclusive except as provided by law.

2.2 The Association or its representatives shall have the right to transact official Association business on District property at all reasonable times; use District facilities and equipment including but not limited to duplicating equipment, audiovisual equipment, and District email, provided the same are not otherwise in use; post notices of activities and matter of Association concern on designated bulletin boards, at least one of which shall be provided in each school building for Association use; use the District mail service and professional educator mailboxes for communications, and place small symbols on such mailboxes but limit the size of logos to one inch (1") or less. A clearly identified Association mailbox at each worksite will be reserved for Association communications. If a box is unavailable, the Association may place a mailbox that is comparable in size and appearance with the staff mailboxes that exist at the individual worksites for Association communications. The Association shall have the right to use the inter-building mail facilities and mailboxes (Pony), unless the use of an employer's mail system by an incumbent labor organization is specifically clarified by Legislation, the U.S. Postal Service, or a court of competent jurisdiction. The Association shall pay for the reasonable cost of all materials, supplies and special services required beyond the normal operation incidental to such uses. The exercise of Association rights under this Section shall not interfere with or interrupt classes or other normal school operations. Association notices should not be made available to students.

2.3 The District shall furnish the Association upon request all reasonably available factual information necessary to its function as exclusive bargaining representative.

2.4 The Association shall have the right to ten (10) minutes as a scheduled item on the agenda of fifteen (15) of the faculty staff meetings or early release professional learning day of its choice. This portion of the agenda shall be exclusively for bargaining unit members.

2.5 Each worksite will organize at least one of the work days before the student year begins with the 30-minute duty free lunch synchronized for all Association staff in the building.

2.6 Association Representatives Meeting

2.6.1 The District shall notify all schools and departments that no activities are to be scheduled by the District for Association representatives on the Monday preceding the beginning of the work year.

2.6.2 The Association may call general meetings of its Association representatives during school time up to five (5) times during the school year. Such representatives shall be released without loss of pay but the Association shall reimburse the District for the cost of substitutes. Two (2) weeks' advance written notice shall be furnished to the Employee and Labor Relations team within Human Resources of a meeting and it shall not be called for a day when other teacher absences eliminate the availability of a sufficient number of substitutes.

2.7 Building/Program Area Committees

Any general standing faculty-administration or administratively appointed faculty committee, at the building level, shall include the Association faculty representative or their designee as a member. Supervisor's team meetings are not included. If evaluation and/or employee performance is to be discussed at a supervisor's team meeting, the Association representative will be invited to attend. Any District committee that included designated Association representatives shall have those Association representatives appointed by the Association.

2.8 Orientation Programs

2.8.1 The Association shall be provided time on the agenda at all general orientation programs for new professional educators to provide general information on the Association and its duties as exclusive bargaining agent.

2.8.2 The District will provide the Association with a list of all newly hired bargaining unit members and bargaining unit members who have separated employment from the District on a monthly basis which will include their names, assignments, hire dates, separation dates, and worksites.

2.9 Bargaining Unit Member Information

In addition to information included in Article 2.8.2 and pursuant to ORS 243.804(4)(a), each month, the District shall provide the Association a list of all professional educators who are employed by the District. The list will include the data of hire, job title, salary and work site location of each unit member, the unit members' cellular, home and any work telephone numbers; any means of electronic communication, including work and personal electronic mail addresses; and employees' home addresses or personal mailing addresses.

2.10 School Board Meetings

2.10.1 The Association shall be provided time on the agenda of each regular Board meeting for brief comments.

2.10.2 If the Association has a formal presentation it shall be afforded a reasonable amount of time as determined by the Board. By noon of the fourth calendar day prior to the meeting, the Association shall notify the Office of the Superintendent of the proposed length of the Association's formal presentation, the subject matter thereof, and any specific action to be requested from the Board or administration at the meeting. The Association agrees not to use its right under this Section for the purpose of collective bargaining with the Board or any of its members.

2.10.3 Prior to the commencement of each meeting, the Association shall be provided a copy of the "Agenda of Board of Education" and any related informational materials/full Board of Education packet. This information may be provided electronically. However, the Association shall receive a copy of all printed Board materials at the meeting or prior to the meeting.

2.11 Instructional Program Council (IPC)

2.11.1 The District recognizes the expertise of professional educators and the value for their participation in education program planning. Therefore, meetings between the Superintendent and/or his designee(s) and representative of the Association shall occur monthly for the purpose of discussing the District's instructional programs.

2.11.1.1 While the District maintains authority over educational programming, items planned as major district-wide change and significant building-based initiatives shall be discussed in these meetings prior to implementation.

2.11.1.2 Agendas of this advisory council will be mutually agreed upon prior to each meeting.

2.11.1.3 Areas of discussion will include topics such as ongoing program implementation, new initiatives, language pathways, special education, school climate, and an overall MTSS approach. The parties agree that sufficient professional development, adequate resources and a clear implementation plan are essential to success of initiatives

2.11.2 The Association president may appoint up to six (6) professional educators as representatives to such meetings. Such professional educators shall be released without loss of pay for attending the meetings.

2.12 Release of professional educators by the District from their normal work assignments to work on activities jointly sponsored by the Association and the District shall be without loss of pay.

2.13 Curricula And Professional Development Review

2.13.1 The District and PAT agree to create a topic called Curricula and Professional Development Review to the IPC agenda at least 4 times a year to evaluate district-wide curricula. The parties agree to discuss

curricula and professional development ~~for~~ and its cultural competence, representativeness, adherence to State and professional standards, designated supports and interventions for marginalized and underserved communities including and not limited to ELL and emergent bilinguals; Students receiving IEP services, students with historical and current trauma. IPC meetings will occur during the contracted work day and Educators will be provided release time for attendance.

ARTICLE 3
MANAGEMENT RIGHTS

Subject to the expressed terms of this Agreement, the Board and its designees hereby retain and reserve unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the State of Oregon, including the functions and programs of the District, its standards of services and education, its overall budget, utilization of technology and its organizational structure, the selection, direction and assignment of its personnel, and the use of its facilities, and all areas of discretion in matters of inherent managerial policy.

ARTICLE 4
DUES AND PAYROLL DEDUCTIONS

4.1 Dues

4.1.1 Processing NEA/OEA/PAT Dues Deductions

The District shall deduct dues, fees, and any other assessments or authorized deductions to the Association in accordance with the payroll-deduction authorizations signed by bargaining unit members and provided to the Association. The Association shall provide the District with a list of identifying the employees who have signed such authorizations and the authorized deduction amounts. The District shall rely on the list to make the authorized deductions and to remit payment to the Association.

4.1.2 The Association agrees to defend, indemnify and hold the District harmless for payroll deductions by the District in compliance with these procedures. Authorized payroll deductions shall remain in effect until revoked in a manner set forth in terms of the authorization executed between the employee and the Association.

4.1.3 A record, in a format accessible to the Association, of professional educators on Association that are subject to the deduction of dues, fees, or other assessments shall be sent to the Association, together with the remittance due the United Education Profession (i.e., PAT-OEA-NEA), within five (5) working days, following the end of the calendar month in which the payroll check has been issued, including a listing of all additions and deletions to the list of employees with authorized deductions from the previous month. The District shall complete reasonable Association forms and submit them monthly with the remittance to the Association.

4.2 Additional Bargaining Unit Member Information

The District shall provide, in a format accessible to the Association, a listing of all bargaining unit members (both active members and non-members), each member's employee ID, FTE equivalency, the buildings where the members are assigned by individual member, and all bargaining unit members by ER position and location. The list shall be provided one (1) week after the start of the school year, one (1) week after the District completes fall balancing, and by the third week in January.

4.3 Other Payroll Deductions

4.3.1 Upon appropriate written request from the professional educator, the District shall deduct from the salary of the professional educator and make appropriate remittance for the following approved deductions within five (5) working days following the end of the calendar month in which the payroll check has been issued:

4.3.1.1 Fixed or Variable Tax Deferred Annuity Plans

4.3.1.2 School District No. 1 Health & Welfare Trust Premiums

4.3.1.3 Credit Union

4.3.1.4 Approved Charitable Organizations

4.3.1.5 NFIE

The National Foundation for Improvement of Education is a part of this list and will not be removed except by mutual consent. In addition, the District shall perform the same service for Association members for any insurance plans offered exclusively by the Association for Association members, within the mechanical limits of the District's payroll system.

4.3.2 The District, upon appropriate authorization of the professional educator, shall deduct from the salary of the professional educator and make proper remittance for any other plans or programs jointly approved by the Association and the Board.

4.4 Professional educators' payroll checks shall itemize all sources of pay, payroll deductions, accumulated sick leave and retirement contributions.

ARTICLE 5
GRIEVANCE PROCEDURE

5.1 Definitions, Time Limitations

5.1.1 Grievance: A "grievance" is defined as an allegation by a professional educator, a group of professional educators or the Association that there has been a violation of any provision of this Agreement.

5.1.1.1 "Employee grievance" is a grievance by one (1) or professional educators, provided the conduct complained of directly affects the professional educator(s).

5.1.1.2 "Association grievance" is a grievance by the Association where the conduct complained of affects one or more professional educators or the Association.

5.1.1.3 Group grievance: If, in the judgment of the Association, a grievance affects a group or class of professional educators, the Association may submit such grievance in writing to the Chief Human Resources Officer or designee directly and the processing of such grievance shall be commenced at Level II. However, a group grievance affecting professional educators at a single building or an Association grievance affecting professional educators at a single building shall be initiated at Level I with the principal or immediate supervisor.

5.1.1.4 If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the grievant shall submit such grievance in writing to the Chief Human Resources Officer and the processing of such grievance will be commenced at Level II. Grievances regarding salary and/or placement on the Appendix A salary schedule shall be filed with the Chief Human Resources Officer and shall be considered as a Level II grievance. The Level II, Step 1 hearing may be waived by mutual agreement.

5.1.1.5 Grievances that are reasonably related shall be joined and processed together.

5.1.2 Grievant: A "grievant" is the professional educator or professional educators or the Association making the claim.

5.1.3 Day or Workday: Unless specifically defined as calendar days, all days in this agreement mean contract days for the bargaining unit included in the standard calendar; excluding holidays, weekends, and other non-working days including winter, spring and summer breaks. During the summer recess, a grievance may proceed upon mutual consent of the parties.

5.1.4 All grievances shall be filed within thirty (30) days after the first knowledge by the injured party of the factual occurrences constituting the basis of the grievance. In case of an assignment, or other continuing classification or condition, a grievance concerning either past or future effects thereof may be limited in its remedy of past effects to adjustment no more than thirty (30) days prior to the filing of the grievance.

5.1.5 A grievance may not be filed over a unit determination matter or a 1(e) violation of ORS 243.672 or a matter that would cause the District to commit an unlawful act or a matter imposed upon the District by a higher authority.

5.1.6 The District shall continue, with respect to professional educators, to provide the separate grievance procedure in existence with respect to issues arising solely under policies and regulations other than this Agreement, or regarding matters which are not employment relations as defined by law.

5.2 Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems that may from time to time arise affecting professional educators. Both the parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

5.3 General Procedures

5.3.1 Representation

A professional educator who initiates a grievance may elect to be represented by the Association or the professional educator may elect to represent themselves at Levels I. If the professional educator elects to represent themselves, the professional educator shall so indicate in writing and shall include a statement that the professional educator assumes responsibility for all costs which the professional educator incurs associated with the processing of the grievance.

5.3.2 Parties Present

5.3.2.1 The grievant shall have the right to be present with witnesses at level 2 or above of the grievance process (but may waive this right through the Association representative). The grievant is entitled to Association representation at any meeting or hearing held under this procedure.

5.3.2.2 When it is necessary, pursuant to the grievance procedure provided for in this Agreement, for grievants, building or program representatives, members of the Association's Advocacy Committee, or any other representative designated by the Association to attend a grievance meeting or hearing during a school day, up to two representatives and the grievant(s) shall, upon notice to their supervisor or principal, and to the Superintendent, be released without loss of pay, as necessary, in order to permit participation in the foregoing activities. However, should the participation of witnesses in the grievance procedure necessitate the employment of a substitute, the Association shall assume the responsibility for payment of the cost of the substitute.

5.3.3 Individual Adjustment

Any professional educator may file and process a grievance through Level II of this procedure and have said grievance adjusted without intervention of the Association provided:

5.3.3.1 the adjustment is consistent with the terms of this Agreement; and

5.3.3.2 the Association, or its designated Association representative at Level I, has been notified in advance of and given opportunity to be present at all meetings held pursuant to this Article. Any such grievance decision shall be forwarded to the Association.

5.3.4 Time Extensions

5.3.4.1 Time extensions shall be consented to in writing and shall be with the mutual consent of the grievant, or the Association, on behalf of a grievant, and the District.

5.3.4.2 Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limit shall permit the grievant to proceed to the next step.

5.3.4.3 Failure at any step of this procedure to appeal the decision to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

5.3.5 Cooperation

All parties shall cooperate in the investigation of a grievance and promptly supply any readily available relevant information or documents to the other party.

5.3.6 Limitation of Remedies

Except as otherwise provided by law, this grievance procedure shall constitute the exclusive remedy of professional educators and the Association.

5.3.7 Contents of Grievance

The written formal grievance shall, if applicable, contain the specific Agreement article and section that has allegedly been violated (*e.g.*, Article 23.8), and/or identify the basis for the grievance and include a short statement of the facts giving rise to the allegation and the relief sought. The written response shall include the decision and the rationale for such decision.

5.3.8 Separate Files

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file which shall constitute a "personnel file," within the meaning of the confidentiality provisions of ORS 342.850. Access to those files shall be limited to those with a valid business interest in the case.

5.3.9 Forms

Grievance forms shall be prepared jointly by the administration and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5.3.10 Privacy

Except as otherwise provided by law or by agreement of the parties, meetings and hearings under this procedure shall not be conducted in public.

5.3.11 Reprisals

No reprisals of any kind shall be taken by the District or by any member of the administration against any grievant, representative, member of the Association, due to participation in the grievance procedure.

5.4 Levels and Steps

5.4.1 Level I. Principal or Immediate Supervisor

5.4.1.1 Step 1: An employee grievance or an Association grievance affecting professional educators at a single building shall be raised by the filing of a formal written complaint setting forth the material required by Section 5.3.7, at the office of the professional educator's supervisor.

5.4.1.2 Step 2: Within ten (10) days the grievance shall be discussed by the supervisor and the professional educator and, if requested by the professional educator, persons approved by the Association, one (1) of which shall be designated as the official representative for the professional educator.

5.4.1.3 Step 3: In the event no settlement occurs at the Step 1 meeting, the supervisor, within ten (10) days of the meeting, shall set forth the reasons for the decision.

5.4.1.4 Step 4: In the event no settlement occurs at Step 3, the grievance may be appealed to Level II by filing a written appeal within ten (10) days of receipt of the Step 3 response. Such appeal must specify the portions of the Step 3 response which are in disagreement and the manner in which each portion is in error.

5.4.2 Level II. Chief Human Resources Officer or designee

5.4.2.1 An appeal of a grievance from Level I or a grievance filed by the Association affecting professional educators in more than one (1) building shall be filed at this level. In addition, certain administrative actions included in Section 5.1.1.4 shall also be initiated at this level. Only the Association may initiate or forward a grievance to Level II.

5.4.2.2 Step 1: Within ten (10) days of receipt of the grievance, the Superintendent or designee shall conduct a grievance hearing.

5.4.2.3 Step 2: Within ten (10) days following completion of the Level II, Step 1 hearing, the Chief Human Resources Officer or designee shall provide a written decision to the parties. However, at the request of the Chief Human Resources Officer or designee, or the grievant, a meeting will be held within five (5) days to discuss the grievance and decision. In such case, the written decision shall be issued within five (5) days following the meeting.

5.4.2.4 Step 3: If the grievance is not settled at Level II, Step 2, a copy of the decision of the Chief Human Resources Officer, or designee shall be submitted to the Superintendent and the Board of Education.

5.5 Arbitration

5.5.1 If a grievance is not resolved at Level II, it may be appealed to arbitration within sixty (60) days of receipt of the Level II Step 2 decision. Only the Association may appeal a grievance to arbitration.

5.5.2 Requesting an Arbitrator

After receipt of the Level II, Step 2 response or decision, the Association may request a list of seven (7) Oregon and Washington arbitrators from the Oregon State Conciliation Service who are members of the American Arbitration Association Labor Panel. A copy of the request shall simultaneously be filed with the District. Each party shall then alternately strike one (1) name from the list supplied until one (1) name remains and that person shall be arbitrator. The winner of a coin toss shall be the first to strike names. In the alternative, the parties may jointly agree upon any person to serve as arbitrator.

5.5.3 Authority of Arbitrator

The arbitrator shall be encouraged to issue a decision within twenty (20) days of the close of the hearing or submission of briefs, whichever occurs later. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasons and conclusions. The arbitrator may not add to, subtract from, or modify the terms of this Agreement, and may not award punitive damages. The arbitrator's decision shall be final and binding.

5.5.4 Costs
Fees and expenses for the arbitrator shall be borne equally by the Association and the District.

5.5.5 Attendance

Persons having a direct interest in the arbitration are entitled to attend hearings, but the arbitrator shall have the power to require the retirement of any witness during the testimony of other witnesses.

5.5.6 Evidence

Except for evidence used solely for impeachment or rebuttal or to refresh recollection, evidence shall be restricted to exhibits made known to the other party at least twenty-four (24) hours prior to the first arbitration session and to testimony from witnesses whose names were made known to such party within said time; provided that the arbitrator may, upon a showing of good cause or to prevent injustice, relieve a party from this restriction.

5.5.7 Affidavits

The arbitrator may receive and consider the evidence of witnesses by affidavit, but shall give it only such weight as they deem proper after consideration of any objections made to its admission.

5.5.8 Oaths

Before proceeding with the first hearing, the arbitrator may take an oath of office. The arbitrator may require witnesses to testify under oath administered by any duly qualified person.

5.5.9 Waiver of Oral Hearings

The parties may provide by written agreement for the waiver of oral hearings.

5.5.10 Time and Place

The arbitrator shall fix the time and place for each hearing. At least five (5) days prior thereto, they shall mail notice of the time and place thereof to each party.

5.5.11 Order of Proceedings

The arbitrator may, at their discretion, vary the normal procedure under which the initiating party first presents the claim (except in discipline cases), but in any case, shall afford full and equal opportunity to all parties for presentation of relevant proofs. The hearings may be reopened by the arbitrator on their own motion or on the motion of either party for good cause shown at any time before the award is made, but if the reopening of the hearing would prevent the making of the award within the time specified in these procedures or any other specified time agreed upon by the parties in writing, that matter may not be reopened unless both parties agree upon the extension of such time limit.

5.5.12 Serving of Notices

Each party shall be deemed to have consented and shall consent that any papers, notices or processes necessary or proper for the initiation or continuation of an arbitration under these rules and for any court action in connection therewith or the entry of judgment of an award made thereunder may be served upon such party (a) by mail addressed to such party or their attorney at their last known address, or (b) by personal service on such attorney or the Employee Relations Department or the Office of the Association as applicable.

5.5.13 Communication with Arbitrator

Except as expressly authorized herein, there shall be no communication between the parties and the arbitrator other than at oral hearings and those necessary to accomplish the filing of evidence, briefs and papers, to arrange the order of proceedings and to provide notice. Prior to contacting an arbitrator, the opposing party shall be given notice by the initiator.

5.5.14 Arbitrability / Review of Arbitration Decision

Upon request of either party, the arbitrator shall first hear and rule in writing on questions of procedural and substantive arbitrability. Grievances, in order to be arbitrable, must have been processed according to this grievance procedure. Grievances must include only those issues described in Section 5.1.1 unless otherwise agreed to by the parties. Grievances shall be heard unless the contract clearly is not susceptible to the interpretation cited in the grievance. Ambiguity shall result in the grievance being considered. If neither party requests a separate hearing on grounds of arbitrability, and if the arbitrator still rules that a grievance is not arbitrable, they shall not comment on the merits of the grievance in any way.

5.5.15 Conflict of Interest

No person shall serve as arbitrator in any arbitration in which he or she has any financial or personal interest in the result of the arbitration, unless the parties, in writing, waive such disqualification. Prior to accepting the appointment or immediately upon receiving notice of this rule, whichever is later, the prospective arbitrator shall disclose to the parties any circumstances likely to create a presumption of bias or which might disqualify them. If either party declines to waive the presumptive disqualification, the vacancy shall be filled in accordance with the procedures described below.

5.5.16. Substitute Arbitrator

If any arbitrator shall resign, die, withdraw, refuse or be unable or disqualified to perform the duties of the office, it shall be vacant, and the matter may be reheard by a new arbitrator. A party desiring to fill such vacancy and continue arbitration must give notice thereof to the other party at the Oregon Employment Relations Board within five (5) days of the date of receipt of knowledge of the vacancy and request that the Employment Relations Board furnish an additional list of seven (7) arbitrators. The successor shall then be selected in the same manner as in the original selection.

ARTICLE 6
WORK YEAR

6.1 Except as provided by Article 16, paid extended responsibility assignments, paid extra duty assignments, and voluntary attendance at in-service classes are excluded from this Article and are covered by Article 16 and Appendix B.

6.2 Standard Work Year

6.2.1 The standard work year for professional educators for all grade levels shall be 193 contract days consisting of:

6.2.1.1 176 instructional days

6.2.1.2 Four and one half (4 ½) planning days

6.2.1.3 Four (4) grading days

6.2.1.4 Two and one half (2-1/2) Professional Development Days

6.2.1.5 Six (6) paid holidays or seven (7) paid holidays for those professional educators whose work year extends over Juneteenth

6.2.2 The traditional state-wide in-service day shall not be part of the standard work year.

6.3 Extended/Reduced Work Year

6.3.1 The District, at its discretion, may extend the contract year for professional educators who work in schools identified by ODE for comprehensive or targeted support by up to three (3) additional professional development days paid at the professional educator's per diem rate of pay. These days shall be scheduled contiguous to the standard school year through a collaborative process between the professional educators and the building administration. This section may be extended to professional educators for two (2) years after the comprehensive/targeted support designation has ended.

6.3.2 The District shall determine the number of additional contract days in a 6.3.1 prior to the beginning of the staffing process in the preceding school year.

6.3.3 Professional educators working in schools that have a change in grade levels (e.g.: newly converted middle schools or newly converted PK-5 feeder schools) shall have mandatory additional paid professional development days added to their contract year. This only applies to the school year of the conversion. Added days shall be as follows:

6.3.3.1 Newly converted middle schools: two (2) additional professional development days.

6.3.3.2 PK-5 feeder schools: one (1) additional professional development day.

6.3.3.3 Other schools: The District and PAT shall meet to determine if the number of added professional development days shall be one (1) or two (2). If no consensus is reached, one (1) day shall be added.

6.3.3.4 Added days shall be compensated at the professional educator's per diem rate of pay.

6.3.3.5 The District shall include the additional professional development days in the annual calendar and notify the professional educators assigned to work in these buildings at least three months in advance of these days unless newly hired or transferred to the schools within a shorter time period. If professional educators do not receive the three-month notice, they are not required to attend the added professional development days and shall follow the standard published calendar.

6.3.4 Sections 6.3.1 – 6.3.3 are meant to extend the contract year for all positions.

6.3.5 New Professional Educators

6.3.5.1 New Professional Educator Orientation

Newly hired professional educators shall be required to attend one orientation day which shall be paid at the professional educator's per diem rate of pay. At least one-half of the day shall be dedicated to the basic practical details of employment including but not limited to key contract provisions, substitute teacher finder, attendance and record keeping, leaves of absence, hardware and software requests and setup, etc.

The Association and the District Human Resources Department shall jointly create the agenda and jointly coordinate the presentation of material on this day. In addition, the Association shall continue to be afforded at least one (1) hour of time on the agenda to meet with the new professional educators. The new professional educator orientation shall be scheduled within one (1) week preceding the beginning of the standard work year and again on the statewide in-service day for those who have not previously attended this orientation. No other meetings shall be scheduled on the orientation day. Additional new professional educator orientations may be scheduled by mutual agreement between the parties.

The Association will receive (60) minutes with newly hired bargaining unit members who did not attend the New Employee Orientation at the start of the School Year. This orientation will occur monthly and all new employees shall be directed to attend. All new hires and designated Association representatives who attend the orientation shall not suffer a loss of pay or benefits.

Newly employed professional educators who have a position with the District requiring an extended year (202- and 207-day work years) shall be able to attend the orientation.

6.3.5.2 New Professional Educator Training

The District may mandate the equivalent of up to two additional paid training days for newly hired professional educators. If these days are scheduled beyond the start of the standard work year, the newly hired professional educator shall receive at least one month's advance notice of scheduling.

6.3.6 Professional educators who work beyond the 193-day work year shall be paid a daily rate of pay computed at 1/193 of their annual basic salary. With the exception of Sections 6.3.1, 6.3.3, 6.3.4, 6.3.5, 6.3.7, and 6.3.8, professional educators shall not be assigned work beyond the standard work year unless there is mutual agreement between the administrator and the professional educator. Professional educators who work less than the 193-day work year shall have their salary adjusted downward using the same daily rate of pay formula.

6.3.7 Teacher librarians shall be placed by the District on a work year of 202 days or 207 days for those responsible for more than one library. For teacher-librarians with more than one assignment, the principal and teacher-librarian will mutually agree upon the number of days. Up to ten (10) additional days will be available when warranted by workload and mutually agreed upon by the administrator and the librarian. Central Staff Professional Librarians are employed on a twelve-calendar month basis with one (1) month vacation pay.

6.3.8 Counselors shall be placed by the District on a work year of 202 days. At least 5 days will be before the first work day of the 193-day work year calendar and 4 days after. In addition, up to ten (10) additional days will be available when warranted by workload and mutually agreed upon by the administrator and the counselor. Scheduling of the additional days shall be mutually agreed upon.

6.3.9 Mentor-Induction Coaches, School Based Instructional Coaches and professional educators on special assignment shall be placed on a 193-work year.

6.4 Holidays

6.4.1 The six paid holidays shall be: Labor Day, Veterans Day, Thanksgiving, New Year's Day, Presidents Day, and Memorial Day. Juneteenth is paid to those professional educators whose work year extends over the Juneteenth holiday.

6.4.2 To receive pay for a paid holiday, a professional educator must work (or be on paid leave) on the workday immediately preceding or following the holiday. If the first day of work for the newly hired professional educator is immediately following the holiday the professional educator will not receive pay for the holiday.

6.5 Planning Days and Grading Days

6.5.1 A minimum of one full day and one half (1.5) planning days shall be scheduled prior to the first student day in the fall. These days shall be reserved for professional educators to set-up and plan for the beginning of the year.

6.5.2 There shall be one (1) planning day scheduled at the end of the first three quarters for a total of three (3) days. No voluntary or mandatory trainings or professional development or meetings may be scheduled for professional educators on these planning days.

6.5.3 There shall be one (1) grading day scheduled at the end of each quarterly grading period for a total of four (4) days. Professional educators shall have a minimum of 2 full working days to submit grades/progress reports at the end of quarters 1, 2 and 3. At the end of the 4th grading period, professional educators will submit grades/progress reports before they check out for the school year. No voluntary or mandatory training, professional development or meetings may be scheduled for professional educators on these grading days.

6.5.4 One-half (1/2) of each grading day may be used by administration for meetings with professional educators that do not submit grades. Planning days remain educator-directed.

6.6 Professional Development Days

The District will schedule two full and one half (2.5) district-directed professional development days prior to the first student day. All calendared early release days will be used for professional development and learning directed by the district or the administrator.

Administrator directed professional development shall be planned in collaboration with the Instructional Leadership Team. The District shall prioritize providing training for educators on new curriculum and new initiatives within the work day and work year.

6.7 Evening Events/Parent-Teacher Conferences

6.7.1 Professional educators may be required to participate in up to three (3) evening school events per school year. However, principals will make a reasonable effort to see that professional educators are not required to attend more than two (2) evening events a year. Evening events shall generally last no more than two (2) hours and end by 9:00 p.m. on Monday through Thursday. Two-week's written notice shall be provided to affected professional educators. Evening events shall generally not be required on holidays as recognized on the district calendar, Fridays or on days preceding holidays. This provision does not apply to Social Workers, Child Development Specialists, School Psychologists, Audiologists and Student Services Specialists.

6.7.2 In addition, the District shall schedule two (2) parent conferences in the evening on two consecutive evenings. The two consecutive evening conferences must be scheduled after the planning day that follows the end of the first quarter. The calendar day following the second evening conferences scheduled must not be a workday (e.g.: can be an unworked holiday). A duty-free dinner break of at least sixty (60) consecutive minutes shall be scheduled prior to evening conferences. Evening conferences shall last no longer than three (3) hours and shall conclude by 8:30 p.m.

6.7.3 In consideration of the two consecutive evening conferences scheduled, the professional educators shall be

given one paid day off which shall be notated as such on the District's published calendar.

6.7.4 Modifications to this provision must be processed using the contract exception process described in Article 1 of this Agreement.

6.7.5 At the request of a parent/guardian, a professional educator shall schedule a make-up conference for the parents/guardians who missed the regularly scheduled conference. No educator may be required to schedule a make-up conference outside of the standard work-day.

6.7.6 The District and PAT will meet to collaboratively define expectations for virtual and in person conferences, including but not limited to attendance, work location and duration.

6.7.7 The district will not hold staff meetings or required committee meetings during parent-conference week.

6.8 School Calendar

6.8.1 By January 15 of each year, the Association shall submit to the Superintendent its recommendations regarding the school calendar for the subsequent school year. With respect to the calendar ultimately adopted, the District retains the right and authority to change the days on which school shall be held and make other adjustments to the school calendar; provided such adjustments are consistent with this article. No change in this calendar shall result in any reduction of the annual salary provided for professional educators by this Agreement or in increasing the aggregate number of workdays without the consent of the Association.

6.8.2 Professional Development days and planning days shall be set in the school calendar before the end of the prior school year.

6.8.3 The following shall be considered when determining the school calendar:

6.8.3.1 Instructional days, added Professional Development days for schools identified by ODE for comprehensive/targeted support (per Section 6.3.1), and District organized Professional Development cannot be scheduled on the following days:

a. Martin Luther King, Jr. Day
b. Day after Thanksgiving
c. The calendar week in which July 4th falls
d. December 24th to and including January 1st
e. Saturdays
f. Sundays
g. All recognized PAT holidays
h. The Monday preceding the beginning of the work year
i. Juneteenth

6.8.3.2 This exclusion does not include:

a. Extended Responsibility
b. Clubs
c. Outdoor school
d. Field Trips
e. Competitions
f. Athletics
g. Non-District organized Professional Development/Events/ Training

6.8.4 Inclement Weather

6.8.4.1 The District may schedule up to a total of three inclement weather make-up days for school closures. Days not scheduled in advance on the District school calendar may not be required make up days. The District will let professional educators know by April 1st of each year if they will be required to make-up any inclement weather days.

6.8.4.2 With thirty (30) day notice, the District may use Presidents' Day as one of the three make-up days.

6.8.4.3 The four (4) potential make-up days shall be marked on the school calendar, but professional educators will be required to make up a maximum of three unless 6.8.4.4 is required.

6.8.4.4 Notwithstanding 6.8.4.1, if the three days are insufficient for the District to meet the state required instructional time, the District and Association shall meet and discuss options. In the absence of an agreement how to make up days, the District may require professional educators to work additional days at the end of the year necessary to meet state requirements.

6.8.4.5 The District counts instructional minutes and parent-teacher conference days towards meeting the state required instructional time.

6.8.4.6 If the District converts instructional days to professional development days, it will count those days toward state required instructional time up to a maximum allowed by law.

6.8.4.7 The District will consider inclement weather when setting the seniors' graduation date.

ARTICLE 7
WORKDAY

7.1 Except as provided by Article 16, paid extended responsibility assignments, paid extra duty assignments, and voluntary attendance at in-service classes are excluded from this Article and are covered by Article 16 and Appendix B.

7.2 Workdays for professional educators shall only be Monday through Friday.

7.3 The standard workday for professional educators, except as provided in Section 7.4 and 7.5 below, shall be eight (8) hours. On ten (10) Tuesdays, planning time outside of the student day may be used for professional learning for up to 60 minutes. This will not extend the professional educators' work day beyond eight (8) hours.

7.4 The standard workday for professional educators working at High Schools shall be seven hours and 45 minutes. The last fifteen (15) minutes of the work day shall be designated as individual planning time for professional educators, except on Tuesdays on which educator professional learning is held. On those Tuesdays, the last fifteen (15) minutes of time during the workday will be used as the first part of the 90-minute staff meeting. Up to 1 minute per daily class period of the duty time referenced in Section 7.5 below may be converted to student instructional time.

7.5 8-hour workday for all Child Development Specialists, School Social Workers, School Psychologists, Audiologists and Student Services Specialists.

7.5.1 The workday for Child Development Specialists, School Social Workers, School Psychologists, Audiologists and Student Services Specialists shall be eight (8) hours, including a minimum of thirty (30) continuous minutes for duty-free lunch. The daily work schedules shall allow for a fifteen (15) minute rest period in the a.m. and p.m.

7.5.2 With mutual agreement, Child Development Specialists, School Social Workers, School Psychologists, Audiologists and Student Services Specialists may arrange their daily schedule so that time required outside of normal business hours, such as evening or weekend meetings with the parents and students, fall as nearly as possible within the regular eight (8) hour workday and 40-hour work week. The current practices in existence for scheduling the workday for School Psychologists, Social Workers, Child Development Specialists, Audiologists and Student Services Specialists will continue throughout the duration of the Agreement.

7.6 The workday for professional educators in the building shall begin at least fifteen (15) minutes before the student day and shall extend at least fifteen (15) minutes beyond the student day. Professional educators shall not be required to perform duties for more than seven-and-one-half (7½) minutes of the fifteen (15) minutes immediately before and/or for more than seven-and-one-half (7½) minutes of the fifteen (15) immediately after the student day. No professional educators shall be required to report prior to 7:45 a.m. or remain later than 4:30 p.m. For program reasons, the afternoon ending time can be adjusted to 5:30 p.m. for a few professional educators in a building providing that volunteers will be solicited whenever possible. The two above exceptions will not extend the number of hours in a standard workday.

7.7 Professional educators may make reasonable adjustments to their daily and weekly schedule, with prior written approval of their building administrator, to accommodate professional obligations and to meet personal needs. Any adjustments may not impact student instructional time or other required responsibilities.

7.8 If an administrator requests that a professional educator provide instruction (e.g. tutoring or small group instruction), complete required training, or tasks as referenced in 12.5.1, outside of the professional educator's workday, and the professional educator volunteers to do so, such professional educator shall be compensated at their hourly rate of pay.

7.9 Duty-free Lunch

7.9.1 All professional educators who work two-thirds (2/3) or more shall have a minimum of thirty (30) continuous minutes of duty-free lunch. Regardless of FTE, any professional educator who works a full day shall have thirty (30) continuous minutes of duty-free lunch on that day.

7.9.2 Passing time during which a professional educator has direct responsibility for students shall not be part of the thirty (30) minutes duty-free lunch. Professional educators who leave the school site during such period shall notify the school office.

7.10 Individual Planning Time

7.10.1 Professional educators who work two-thirds (2/3) time who directly provide instructional services to students shall be provided planning time during the workday as follows:

7.10.1.1 High Schools (Grades 9-12): Not less than the equivalent of one (1) standard class period per day;

7.10.1.2 Middle Schools (Grades 6-8, except self-contained 6th grade classes): Not less than the equivalent of one (1) standard class period per day; Starting with the 2024-25 school year, Middle Schools shall provide not less than the equivalent of one (1) standard class period per day and no less than four hundred and ten (410) minutes per standard work week (prorated for partial weeks).

7.10.1.3 Not less than three hundred and twenty (320) minutes per standard work week (prorated for partial weeks). Starting with the 2024-25 school year, Elementary Schools shall provide no less than four hundred and ten (410) minutes per standard work week (prorated for partial weeks). There shall be at least one daily block of planning time of at least forty (40) continuous minutes.

7.10.1.4 Regardless of FTE, any professional educator who works a full day shall have planning time on that day.

7.10.2 Professional educators who work at least half time (0.5) but less than two-thirds (2/3) time who provide instructional services to students shall receive a prorated amount of weekly planning time called for in 7.10.1.1 through 7.10.1.3, and 7.10.1.4 if applicable, based upon the professional educator's FTE.

7.11 Co-Teaching

7.11.1 Co-teaching is the practice of pairing teachers together in a classroom to share the responsibilities of planning, instructing, and assessing students. In a co-teaching setting, the teachers are considered equally responsible and accountable for the classroom. This model differs from push-in (one educator responsible for certain students in a group) and team teaching (one educator is responsible for the students for only part of the curriculum).

7.11.2 Reasonable effort will be made to provide common planning periods to improve collaboration with general education teachers that are co-teaching. When common planning cannot be achieved, up to ten (10) hours per school year per partnership may be submitted by each co teacher for common co-planning outside the work day.

7.12 Restroom Breaks

The building principal shall ensure that arrangements are made for restroom breaks for professional educators.

7.13 Meetings/Trainings

7.13.1 Professional educators may be required on ten (10) Tuesdays during the school year to attend meetings or training sessions starting at the beginning of the teacher's workday and ending fifteen (15) minutes prior to the start of the student day or starting fifteen (15) minutes after the student day ends for up to one hour. This will not extend the professional educators' work day beyond eight (8) hours.

7.13.1.1 Professional educators who work in High Schools may be required on thirty (30) Tuesdays during the school year to attend educator professional learning starting at the beginning of the fifteen (15) minute planning time at the end of the day and continuing for up to one hour and fifteen minutes beyond the workday.

7.13.2 The District will publish a schedule of the staff meetings before the end of the prior school year.

7.13.3 Professional educators will be responsible for completing District mandatory online training during any administrative directed time. For high school educators, there will be no staff meetings on at least two (2) Tuesdays between the start of the school year and the due date of the mandatory online training.

7.13.4 For professional educators working in High Schools as Child Development Specialists, School Social Workers, School Psychologists, Audiologists and Student Services Specialists may be required to attend trainings or meetings beyond the work day on Tuesdays only if the trainings or meetings fall within their workday/workweek provisions as set out in paragraph 7.5.

7.13.5 Part-time professional educators shall not be required to attend meetings/trainings that are not contiguous with their workday. Required attendance at meetings/trainings contiguous with the workday and at evening events / Parent/Teacher Conferences shall be pro-rated for part-time professional educators.

7.13.6 The District shall provide each professional educator professional development on implicit bias, anti-racism, and culturally responsive practices. These trainings will be available to all professional educators within the workday and standard work year. PAT will review providers prior and give feedback after trainings through the IPC.

7.13.7 Professional educators may be required to take part in Professional Learning Communities (PLCs) or similar meetings during the workday. PLC time scheduled by administration does not count as planning time.

7.14 Itinerants

7.14.1 The workday of a professional educator who works in more than one (1) building or is assigned outside the District shall not exceed the workday above and shall be covered by planning time and other provisions of this Article.

7.14.2 An adequate amount of travel time shall be allowed for professional educators who must change worksites during the workday.

7.14.3 Neither planning time nor the duty-free lunch time shall be used for travel time between worksites.

7.14.4 If there are disagreements over the itinerant professional educator's schedule and workload, the supervisor(s) and the building representative(s) shall write a summary of the dispute and submit the summary to the Human Resources and the Association for resolution.

7.15 Work Spaces

7.15.1 All professional educators who are not assigned a dedicated classroom shall be provided adequate storage space (as collaboratively determined by the professional educator and the building administrator) in which to keep students' work, supplies, and equipment.

7.16 Part-time

7.16.1 The workday and work load for part-time professional educators shall be proportional to that of full-time professional educators.

7.16.2 The workday for part-time professional educators shall be stated as a percentage of full-time in accordance with the chart below. Other percentages shall be calculated in the same manner.

Workday – 7.0 Hours 45 Minutes	
Percentage	Time
10% (.10)	47 minutes
20% (.20)	1 hr. 33 minutes
25% (.25)	1 hr. 56 minutes
30% (.30)	2 hrs. 20 minutes
40% (.40)	3 hrs. 06 minutes
50% (.50)	3 hrs. 53 minutes
60% (.60)	4 hrs. 39 minutes
66% 2/3%	5 hrs. 07 minutes
70% (.70)	5 hrs. 26 minutes
75% (.75)	5 hrs. 49 minutes
80% (.80)	6 hrs. 12 minutes
90% (.90)	6 hrs. 59 minutes
100% (1.0)	7 hrs. 45 minutes

Workday – 8 Hours	
Percentage	Time
10% (.10)	48 minutes
20% (.20)	1 hr. 36 minutes
25% (.25)	2 hours
30% (.30)	2 hrs. 24 minutes
40% (.40)	3 hrs. 12 minutes
50% (.50)	4 hours
60% (.60)	4 hrs. 48 minutes
66% 2/3%	5 hrs. 20 minutes
70% (.70)	5 hrs. 36 minutes
75% (.75)	6 hours
80% (.80)	6 hrs. 24 minutes
90% (.90)	7 hrs. 12 minutes
100% (1.0)	8 hours

7.16.3 FTE for part-time professional educators may fluctuate from year to year from .5 FTE to .66 FTE, .67 FTE to .74 FTE, .75 FTE to .99 FTE based on the needs of the particular assignment. A reduction in FTE that results in a reduction of benefits/planning time/lunch etc. for the professional educator shall be considered a layoff subject to the provisions of Article 20.

7.16.4 If there are disagreements over the part-time professional educator's schedule and/or workload, the supervisor and the building representative shall write a summary of the dispute and submit the summary to the Human Resources and the Association for resolution.

ARTICLE 8
WORKLOAD

8.1 Except as provided by Article 16, paid extended responsibility assignments, paid extra duty assignments, and voluntary attendance at in-service classes are excluded from this Article and are covered by Article 16 and Appendix B.

8.2 The work load of professional educators shall be generally comparable to that which existed in the 2017-18 school year.

Portland Public Schools believes all students deserve the full range of educational opportunities and student supports that a robust, well-rounded education affords. A well-rounded education is one that meets the Oregon state education standards by providing students with learning opportunities that give them the skills to succeed in school, college and career. A well-rounded education also provides the parents and students who make up the Portland Public Schools community a safe and productive educational environment.

District Policy 2.10.010-P (Racial Educational Equity Policy) states, "Portland Public Schools will significantly change its practices in order to achieve and maintain racial equity in education." This obligates the District and Association to agree to initiatives aimed at raising achievement for all students while closing gaps among different groups of students and eliminating the racial predictability of disparate academic outcomes.

Beginning in the 2024-2025 school year, the District will make a good faith effort to establish an enrollment and staffing process that ensures the class size, teaching load, and caseload do not exceed the threshold listed in the chart below, except as otherwise provided in the remainder of this article.

8.3 Class size, Caseload and Overload Pay

8.3.1 Language relating to overloads and class/caseload shall remain in effect in a status quo period.

8.3.2 Both parties recognize and agree that overload numbers are not a staffing model.

8.3.2.1 Student loads will be calculated on the third Monday in October and the third Tuesday in February. If a professional educator's load exceeds the limits in 8.3.3, the District will implement one of these three options:

a. Within two weeks, move students to meet the limit.

b. Within two weeks provide .5 FTE educational assistant for an elementary general education classroom, or a paraeducator for a special education classroom. Educational assistant or paraeducators assigned to classrooms to address overage shall not be used for other building needs, except in the case of an emergency. Except as provided in 8.3.2.2, the professional educator may decline the assistant or paraeducator and select the stipend, and at the same time refer the matter to the Class Size Committee process, as set forth below in 8.3.7, or

c. Pay any professional educator over a threshold a stipend equal to 1.5% of the base BA+15 salary per semester; or in accordance to the amount listed in the chart if different than defined above, and at the same time refer the matter to the Class Size Committee process, as set forth below in 8.3.7.

8.3.2.2 Assistants or paraeducators already assigned to the class due to threshold estimates will count towards this relief and may not be declined in favor of a stipend. Within two weeks of the beginning of each semester, the District shall provide the Association a list of assistants and/or paraeducators who are intended to provide overage relief, and the paraeducators' assignments.

8.3.2.3 The stipend will be paid as part of the next payroll period.

8.3.2.4 The methodologies for determining which classes are regular or performance classes and how to count students in certain class configurations are addressed in Sections 8.3.8 and 8.3.9.

8.3.2.5 For professional educators in multiple buildings, or for professional educators working less than 1.0 FTE, the stipend will be prorated.

8.3.3 Guidelines

8.3.3.1 The target size identified in the following charts do not trigger overage payments or other relief, but are recognized by the parties as goals.

8.3.3.2 Effective July 1, 2018, the following teaching/caseload thresholds shall be established with the expectation of providing overload pay to individual professional educators if the District chooses to exceed these thresholds.

a. Elementary (PK-5)

Position	Target Size	Teaching Load Threshold for Overload Pay	% of Base Salary increased per Student over the Thresholds
K	18	24	3% (1.5% each semester) per Student over the Threshold
1	20	26	3% (1.5% each semester) per Student over the Threshold
2-3	22	26	3% (1.5% each semester) per Student over the Threshold
4-5 (and self-contained 6th grade)	22	28	3% (1.5% each semester) per Student over the Threshold
Elementary Core Enrichment Professional Educators* including teacher librarians	26	Determined by average overload of the building beginning with the average of 1.0 overage. The average will be rounded to the closest whole number thereafter.	3% (1.5% each semester) per Student over the Threshold

* Elementary "Core Enrichment Professional Educators" are educators who instruct Dance, Visual Arts, Music, Physical Education, Media Arts, Applied Arts, Theater Arts, Teacher Librarians and all educators who were formally referred to as 'specialists'.

b. Middle School / High School Grades (6-12)

Position	Target Size	Teaching Load Threshold for Overload Pay	% of Base Salary increased per Student over the Threshold
MS Professional Educators	125	150	Increase salary by 3% (1.5% each semester) per five Students over Threshold (triggered by first student over)
HS Professional Educators	135	160	Increase salary by 3% (1.5% each semester) per five Students over Threshold (triggered by first student over)
MS/HS Performing Arts Professional Educators	175	220	Increase salary by 3% (1.5% each semester) per five Students over Threshold (triggered by first student over)

MS/HS Physical Education Professional Educators	150	190	Increase salary by 3% (1.5% each semester) per five Students over Threshold (triggered by first student over)

c. Overload Pay for Special Education Teachers and Specialists

Position	Target Size	Teaching Load / Caseload Threshold for Overload Pay	% of Base Salary increased per Student over the Threshold
Special Education Teachers Special Schools Program (Pioneer)	7	10 students	Increase salary by 5% (2.5% each semester) per student over the Threshold
Special Education Teachers Self Contained-Focus Classrooms	7	13 students	Increase salary by 5% (2.5% each semester) per student over Threshold
Special Ed. Teachers (Learning Center HS)	22	32 students	Increase salary by 3% (1.5% each semester) per Student over Threshold
Special Ed. Teachers (Learning Center MS)	21	31 students	Increase salary by 3% (1.5% each semester) per Student over Threshold
Special Ed. Teachers (Learning Center PK-5)	20	30 students	Increase salary by 3% (1.5% each semester) per Student over Threshold
Speech and Language Pathologists	30	50 students	Increase salary by 3% (1.5% each semester) per Student over Threshold
Speech and Language Pathologists Assistive Tech and Feeding Team	1 to 75	1 to 125	Increase salary by 3% (1.5% each semester) per two (2) Students over Threshold (triggered by first student over)
School Counselors (all levels)	1 to 250	1 to 350 students	Increase salary by 3% (1.5% each semester) per ten (10) Students over Threshold (triggered by first student over)
Middle School Teacher Librarians	1 to 500	1 to 850 students with credit of 375 students for full-time library assistant.	Increase salary by 3% (1.5% per semester) per 100 students over the Threshold (triggered by first student over)
High School Teacher Librarians	1 to 900	1 to 1100 students with credit of 425 students per fulltime library assistant and/or 325 students per fulltime book clerk.	Increase salary by 3% (1.5% per semester) per 100 students over the Threshold (triggered by first student over)

School Psychologists	1 to 110	1 to 135 special education students	Increase salary by 3% (1.5% each semester) per five (5) Students over Threshold (triggered by first student over)
School Social Workers (Elementary)	1 to 400	1 to 500	Increase salary by 3% (1.5% each semester) per twenty (20) Students over Threshold (triggered by first student over)
ELD/ESL/ELL	1 to 30 Newcomers and Students with Interrupted Formal Education shall be counted as 1.5 students	1 to 57	Increase salary by 3% (1.5% each semester) per two (2) Students over Threshold (triggered by first student over)
Adapted PE	1 to 36	1 to 55	Increase salary by 3% (1.5% each semester) per two (2) Students over Threshold (triggered by first student over)
Community Transition Program	Team 1 – 7 Team 2 – 13 Team 3 - 22	Team 1 – 12 Team 2 – 20 Team 3 - 30	Increase salary by 5% (2.5% each semester) per Student over Threshold (triggered by first student over)

8.3.4 Elementary specialist classes will not exceed 35 students per class.

8.3.5 Annually, the District will provide its staffing ratios as part of its Staffing Guidelines and Core Programing Requirements. In the event the District intends to modify the Staffing Guidelines it shall provide at least thirty (30) days' notice and upon request meet and discuss with the Association prior to making such changes.

8.3.6 The District will continue to pay overages in the 2023-24 school year and all subsequent years according to the provisions of this agreement, unless an alternative solution is agreed to by the parties.

8.3.7 Class Size Committee Process

8.3.7.1 The parties acknowledge that circumstances could arise where there are exceptions to the above class size thresholds. The building level committee will meet when the conditions in Article 8.3.2.1 are met related to class size, caseload and overage pay, as set forth above.

8.3.7.2 Teachers will not be asked individually to exceed these limits. To address a single class size or caseload exceeding a threshold, the building administrator may meet with the building Association representative and the affected professional educator to discuss the class size or caseload thresholds and to collaborate on solutions. In no event will a solution be implemented without the review and consultation of the building Association's representative and impacted teacher(s). If the issue is not resolved, it may be brought to the class size committee for resolution; the process described in 8.3.7.3 shall not apply to a single class-size or student issue.

8.3.7.3 Schools will form a class size committee on an as needed basis. The Class Size Committee may take into consideration efforts to keep families together, enrollment patterns, population shifts, a decrease in state or federal funding, an unusual variation between school enrollments at different grade levels or to allow the district to avoid creating split grade level (aka "blended") classes. Possible options may include but not limited to: rebalancing classes, multiple grade-level blends or combination classes, assigning educational assistants or other push-in support, using existing licensed FTE, or other school-based options, taking into account programmatic needs, student needs, physical space constraints, and competing needs. The committee shall not discuss personally identifiable information contained in student educational records in order to avoid Family Educational Rights and Privacy Acts (FERPA) violations.

8.3.7.4 The committee shall be composed of the following members:

a. School Principal
b. Assistant/Vice-Principal or other administrator selected by the District
c. A teacher from an affected classroom or other staff member in the affected license area. This person will be chosen by the PAT Building/Association Representative.
d. A building representative or another licensed staff person appointed by the Association

8.3.7.5 Upon mutual agreement of the Association and an administrator, two (2) parents/guardians will be invited to attend by the principal and the association building representative to participate in the discussion of possible solutions not centered on a specific student or class, while taking into consideration the diverse school community, including race, gender, ability, language and socio-economic status. Lack of parent/guardian involvement will not preclude the committee from developing recommendations.

8.3.7.6 All affected teachers will be invited to attend the Class Size Committee to participate in the discussion of possible solutions.

8.3.7.7 The Class Size Committee will convene, if necessary, one to three times between March 1st and October 1st, during the educator work year, and other times as needed.

8.3.7.8 If a solution is not reached at the building level, the district's Chief of Schools, or their designee, and a representative from the Association will meet and make a good faith effort to resolve the issue.

8.3.7.9 If the previous steps of the process have not resulted in a resolution, the superintendent (or their designee) and the President of PAT (or their designee) shall meet for a final effort to resolve the issue.

8.3.7.10 When the building-level above outlined process for addressing class-size concerns is observed, the implemented outcome is not subject to the grievance procedure.

8.3.8 The methodology for identifying performance classes is as follows:
Classes such as, band, choir and theater are performance classes. Any class that is more like a traditional academic class such as history or biology would not be considered a performance class. History and literature of the theater is more akin to literature courses and is not a performance class. Drama – Stage craft is more akin to performance classes like Dance Technique. Classes labeled as "student support, tutorial, and study skills" shall be classified as regular classes. Performance classes are distinguished by being more of the nature of a "performance" or "production" as compared to a traditional "academic" class in which there is direct instruction. The parties shall meet as necessary (but at least annually) to review the list of classes and to determine if new classes should be listed as performance classes for purposes of Article 8.

8.3.9 Special student count rules:

a. Teaching Assistants and Peer Mentors shall not be counted towards student loads, so long as the teacher voluntarily agrees to have these students in their classroom and so long as the total number of teaching assistants or peer mentors for a full-time teacher does not exceed ten (10). A teacher shall not accept more than ten (10) teaching assistants or peer mentors.

b. All students shall be counted as a minimum of 1 student for all counts.

c. Students in an independent study do not count on that teacher's load, so long as the teacher voluntarily agrees to have the student in their classroom and there are no more than two (2) students in the independent study per class period, and no more than a total of six (6) students in independent study. A teacher shall not accept more than two (2) students per period in independent study or more than six (6) total.

d. Students in "double blocks" shall be counted in each class.

e. The threshold size for any blended class shall be the lower of the two grade level groups. For example, a 3rd/ 4th class shall be counted as if it was a 3rd grade class.

f. Refer to the overage methodology (Appendix P) for any student not specifically identified in this article.

8.4 Relief for Exceeding a Number of Unique Preparations

8.4.1 Section 8.4 shall remain in effect in a status quo period.

8.4.2 The District will pay $1,000 per semester to a professional educator who functions as a high school, middle school or departmentalized 6-8 grade classroom teacher for each additional unique preparation over three (3). The District will produce a report of preparation each semester to monitor and inform the District and Association of the situation.

8.4.3 Preparations are defined as the number of unique courses for which a professional educator must prepare (e.g., Algebra 1, US History). AP and IB courses shall be considered unique courses.

8.5 Duties

8.5.1 Duties assigned during the workday to professional educators shall not infringe upon their duty-free lunch period and/or planning time. Good faith consideration of fairness and balance will be made in assigning such duties to professional educators.

8.5.2 SLPs, School Psychologists, Counselors, Qualified Mental Health Professional (QMHPs), School Social Workers, and other specialists shall not be assigned more duty time than that assigned to other professional educators.

8.6 Progress/Grade Reports

8.6.1 Professional educators shall be responsible for no more than four (4) progress/grade reports per year,

except a mid-term report may be necessary when a student is in danger of failing or their behavior or achievement shows a significant decline.

8.6.2 Professional educators shall make arrangements as may be necessary to meet with students and parents at reasonable times outside the normal workday. Regularly scheduled parent conference days are not covered by this Section.

8.7 Substituting for other Professional Educators

8.7.1 Every effort will be made to employ substitute teachers to cover classes of absent teachers. Except in true emergency situations, such as a sudden injury or illness of a teacher when no building administrator is available to respond, and except as otherwise provided in 8.7.3, professional educators shall not be required to substitute for other professional educators. The District shall maintain a system that allows professional educators an option to select their preferred substitutes.

8.7.2 Professional Educators may recommend their preferred substitute teaching colleague, to their administrator, for any absence of less than forty-five (45) consecutive days.

8.7.3 Site Support Instructors (SSIs)

8.7.3.1 The parties have agreed to establish a licensed teaching personnel position entitled Site Support Instructor (SSI). This position shall fall within the scope of the School District No. 1 Multnomah County Oregon and Portland Association of Teachers Collective Bargaining Agreement (CBA).

8.7.3.2 The District may engage up to 30 Site Support Instructors. The number of SSIs and the location shall be determined by the District prior to staffing. The District shall review the data for the current and previous school year and select schools-based on the percentage and number of unfilled substitute jobs in the building. For purposes of Article 18, Transfers the District shall reassign current SSIs to buildings for the next school year prior to the internal staffing process so that SSIs will know their assignment for the following year prior to considering other assignments. SSIs may apply in the internal and external staffing process as otherwise provided in Article 18.

8.7.3.3 The SSI is considered a regular member of the staff in the building to which they are assigned and will not be used to fill vacancies at other buildings.

8.7.3.4 The SSI will be provided a workstation at the building to which they are assigned with computer access and a District email address.

8.7.3.5 The SSI will not be used in place of requesting a substitute through the District substitute system.

8.7.3.6 The SSI will not be used for long-term substitute positions.

8.7.3.7 The SSI may be used in a variety of classroom settings in any one day. However, a SSI may not be assigned to cover the work of more than one professional educator each day.

8.7.3.8 The SSI may be utilized to cover classroom instruction so that another professional educator may attend to a need designated by the building administrator or the building administrator's designee.

8.7.3.9 Generally, the SSI will not have a disproportionate amount of duty/supervision in any given day.

8.7.3.10 All the terms and conditions of the Agreement shall apply to the SSI except:

a. The SSI may work an adjusted daily work schedule to meet the demands of planning for instruction with little notification. The daily work schedule will be determined collaboratively between the SSI and the building Administrator or the building Administrator's designee.

b. The starting time for the SSI shall not be before 7:00 a.m. without a specific contract exception.

c. Except as provided in Section d below, the workday for the SSI shall not exceed the hours specific to the school to which they are assigned.

d. The daily work schedule for the SSI may be extended to provide time to attend staff meetings that may normally occur beyond their workday. If the daily schedule is so extended, the individual shall be granted time off with pay within the same workweek equal to the amount of time their schedule was so extended. If the daily schedule is extended but the SSI is not granted time off with pay within the same workweek equal to the amount of time their schedule was so extended, the SSI shall be compensated at their per diem hourly rate for such extended time. The extended workday shall not exceed eight (8) hours without a specific contract exception.

e. SSIs shall receive the same daily prep/planning time otherwise due to the individual they are assigned to cover.

f. The SSIs shall be eligible to accept any Extended Responsibility pay opportunities that the building Administrator or the building Administrator's designee merits to be in the best interest of the school.

g. In collaboration with the building Administrator or the building Administrator's designee, the SSI may pursue District supported professional development that will promote their opportunities for regular employment.

h. SSI shall be allowed to participate in all professional development and training offered to the general staff. Any such professional development and/or training offered outside the workday shall be paid in accordance with Section 22.2.

i. For the purposes of Section 18.6 (Administration Initiated Transfers), the SSI are to be treated as an individual classification rather than as a part of the building teaching staff.

j. For the purposes of the articles on layoff and transfer, SSI shall be considered as a "subject".

k. Notwithstanding subparagraph (j) above, competency for the purpose of placement within the District but outside of the SSI position shall be defined as the ability to teach a subject or grade level based on recent teaching experience related to that subject (as further defined by Appendix D) or grade level within last five (5) years, or educational obtainments, or both, but not based solely on being licensed to teach.

l. It is expressly understood that the instances when the SSI is assigned to cover the work of more than one professional educator in a day will be thoughtfully placed and assigned by the building Administrator or the building Administrator's designee so that the SSI can be successful in their coverage.

8.8 Lactation Friendly Workplace

8.8.1 The District shall provide reasonable break time for an employee to express breast milk for a nursing child for one year after the child's birth each time such employee has need to express the milk. The District shall post the administrative directive entitled Expression of Milk in the Workplace (5.50.059-AD) at each site and shall include the administrative directive in the new hire materials and child care leave paperwork.

8.8.2 If feasible, professional educators shall take the rest periods to express milk at the same time as the break times or meal periods that are otherwise provided to the professional educator. When not feasible, coverage shall be provided.

8.8.3 Administrators may assign Site Support Instructors to provide coverage, with no additional compensation. If a Site Support Instructor is not available, Administrators may ask other professional educators to voluntarily provide coverage. When a professional educator (other than a Site Support Instructor) voluntarily agrees to provide coverage, time in consideration of work missed while providing coverage shall be scheduled outside of the standard work day at a time mutually agreed to between the professional educator and the Administrator and shall be paid at the professional educator's per diem hourly rate of pay for such time.

8.9 Student Plans

8.9.1 Professional educators who are required to conference regarding 504s shall be afforded time to allow for such meetings to occur within the workday. If a professional educator volunteers to attend a 504 conference outside of the workday, such member shall be compensated at their per diem hourly rate for conferences which take place beyond the contract day. A professional educator who chooses to conference during their individual planning time, including the 15 minutes at the end of the work day, can do an equivalent amount of planning time outside of the work day and be compensated at their hourly rate for the length of the conference.

8.9.2 Professional educators who are required to write student plans other than IEPs, including Gifted Student plans or 504 plans, shall be provided at the professional educator's option either release time or compensation at their per diem hourly rate. One hour shall be allotted for each student plan.

8.10 The District shall supply and maintain materials in current adoptions. The District shall provide professional educators with related core instructional materials and an opportunity for in-service before requiring implementation of new adoptions, programs or curricula.

8.11 Curriculum Materials in Language of Instruction

The District shall make every effort to provide professional educators working in dual language immersion programs equivalent district-adopted materials to those teachers instructing in English-only classes. An educator may make a request to the Department of Dual Language for the needed materials. If such materials are not available, the Department of Dual Language will either:

8.11.1 Arrange for the materials to be translated and provided, or

8.11.2 If a professional educator and the Department of Dual Language agree in writing that the professional educator will translate specific materials necessary for core instruction, the professional educator will be compensated at their hourly rate for additional hours agreed upon in advance. To receive compensation, the professional educator must submit the translated materials to the Department. The District will maintain a tracking tool for educators to submit translation requests for the District to provide approval. If a response providing the reasoning for the approval or denial as well as an alternative material that is equivalent to the educator's request is not granted within two (2) days, the educator's request shall be considered approved.

8.11.3 When materials are produced by the Department or by a professional educator, the Department will make the materials available to all other educators teaching in the same program.

8.11.4 No professional educator will be negatively evaluated for providing culturally or developmentally appropriate material or translation for students receiving instruction, providing they are teaching to state standards.

8.12 Each professional educator may request access to a phone in a private area during the contract day, and a good faith effort will be made to provide such access.

8.13 Professional educators shall have access to a computer as may be necessary to carry out their responsibilities. All professional educators shall have access to a copy machine and an adequate amount of paper to meet the required needs of instruction. Professional educators must have classrooms and spaces that meet the instructional needs of the program within which they teach.

8.14 Accountability and Class Size Reporting

The District will provide semi-annual reports to the Association and the Board of Education, that will include class size and overage data for all schools.

ARTICLE 9
STUDENT SUPPORT, DISCIPLINE & SAFETY

The District and Association are committed to an approach for student conduct and discipline that aligns with the PPS Vision and utilizes research based in Racial Equity and Social Justice, Restorative Justice, and Trauma Informed Care to minimize the use of exclusionary discipline and to maximize instructional time, while repairing harm done within the school community. Student success will not be predicted nor predetermined by national origin, race, culture, ethnicity, sex, language, socio-economic status, mobility, sexual orientation, disability, and/or religion. Student behavior is a communication of unmet needs, and makes sense when put in context. The disciplinary response process should be aimed at meeting these needs and create an environment that helps students find new ways to meet their needs. With this belief PPS will begin to move from exclusionary discipline to Restorative Practices for all Pre-K to 12th grades. These practices paired with meaningful and accessible instruction and guidance offer students and staff the opportunity to learn, grow and contribute to the school community.

9.1 Key Elements

The District and the Association acknowledge that:

Restorative Justice (RJ) is a philosophy which allows educators and students to focus on repairing harm through engaging all education stakeholders. RJ shifts the focus to learning through mediation and common agreements, and from the individual to the community. It is the basis of a long-term response to disruptive behavior and is effective when combined with MTSS prior to any disruption and with an appropriate use of the Student Rights and Responsibilities Handbook and Guide.

Multi-Tiered System of Support (MTSS) is a framework that includes Response to Intervention (RTI) and Positive Behavioral Intervention and Supports (PBIS) frameworks. MTSS is effective when used in conjunction with RJ and appropriate student discipline as defined in the Student Rights and Responsibilities (SRR) Handbook and Guide.

Student Discipline is a response to student behavior that disrupts the learning environment. It is used as a short-term District response that is effective if used with MTSS prior to student disruption and in conjunction with RJ.

The Association and District further acknowledge that no system, no matter how it is designed, can be effective unless it is implemented with fidelity across the entire school system. Therefore, the District shall annually train all existing and newly-hired professional educators in the District's school climate systems, including RJ, MTSS and appropriate use of the SRR Handbook. The trainings shall be differentiated to meet individual building and professional educator need and experience.

9.2 Professional Educator Authority and Protection

The following sources for determining professional educator authority and protection shall be provided for an Association representative in each building:

9.2.1 Oregon Statutes on Discipline, Attendance and Exclusion of Students, Chapter 339 Oregon Revised Statutes;

9.2.2 Current District Disciplinary Procedures: *The Student Rights and Responsibilities Handbook* and *Guide*;

9.2.3 All administrative directives which are for the general knowledge of professional educators including building handbooks/rules; and

9.2.4 "Policies and Regulations" of the Board related to student discipline

It is recognized that there may be normal delays between the time of adoptions and delivery of such materials to the building.

9.3 Definitions

For the purposes of this article, the following definitions shall apply:

9.3.1 Physical Attack/Harm: Intentionally violent contact and/or touching that violates bodily autonomy or striking of another person against their will or intentionally causing bodily harm to an individual.

9.3.2 Threat/Causing Fear of Harm: A behavior that indicates an intention to cause injury to the body or property of another person which immediately creates a fear of harm, without displaying a weapon and without subjecting the impacted individual(s) to actual physical attack. Threats may take many forms including verbal, gestural, written, electronic, or through a third person.

9.4 Student Support and Discipline

9.4.1 The principal, supervisor or professional staff designee with input from the staff shall include the following minimum procedures in developing a written School Climate plan to outline the procedures for Tier 1, 2, and 3 supports. To preserve student dignity and maintain an environment conducive to learning for all students, prior to the first student day, each plan shall identify a location or locations other than the student's classroom for professional educators, support staff, or building leadership to implement crisis prevention and/or de-escalation strategies. Such procedures shall exist in each building or program. The process must be in accordance with District policies and regulations and State law.

9.4.1.1 Each Professional educator will develop individual, independent in-class expectations, rules, and plans for student classroom management and student-centered intervention, in conformance with the building's School Climate plan. Professional development time shall be allocated to complete these plans.

9.4.1.2 A professional educator may temporarily remove a student from class who is disrupting the educational program in a manner requiring immediate action by the professional educator, or who after repeated Tier 1 interventions or implementation of a pre-existing Tier 2 plan, continues to disrupt instruction. If a student is in crisis or needs support with de-escalation, the professional shall send the student to a location designated by the principal or principal's designee as referenced in article 9.4.1. In such situations, the professional educator shall complete a level 2/3 referral and may need a referral to the Student Intervention Team (SIT).

9.4.1.3 Removal from class as described in 9.4.1.2 does not include needed breaks for students, brief reset and reteaching conferences with students, predetermined time-limited self-regulation strategies, and restorative practices. In those situations, an educator may document the behavior with a level 1 referral.

9.4.1.4 The principal, supervisor or their designee shall, at the professional educator's request, confer with the professional educator without disrupting the professional educator's responsibilities. Such communication to the professional educator generally shall take place prior to returning the student to class unless the principal, supervisor or their professional designee is not available, in which case the conference shall take place when the principal, supervisor or professional designee becomes available.

9.4.1.5 A procedure shall exist for supporting students removed from class when the principal, supervisor or professional designee is out of the building and, therefore, not available for a conference required by the professional educator. Such procedure shall provide that only professional personnel shall have a decision-making role in the supporting of such students.

9.4.1.6 Each professional educator shall be allowed to write referrals for any student under their supervision at any stage of the referral process. The administrator receiving the referral shall provide feedback within a reasonable period of time, generally defined as within three (3) school days. Professional educators shall have access to referrals written by them and shall be able to track or receive documentation of the disposition of the referrals. Building representative/administration meeting referenced in Article 29.5, will review discipline data no less than quarterly.

9.4.1.7 If continuous disruptive student behavior occurs, at either's request, the principal, or supervisor, and the professional educator shall develop and implement a mutually acceptable support plan involving, as appropriate, the principal, supervisor, professional educator, student

and parent(s) and other resource staff. The plan must take into consideration the impact of issues related to the student's trauma, race, gender identity /presentation, sexual orientation, disability, social emotional learning, and restorative justice as appropriate for the student. The plan could include, but would not be limited to, behavior contracts, Student Intervention Team (SIT) referral, involvement of appropriate community agencies, use of reset/self-regulation spaces or other activities. The plan shall include the specific areas of concern to be addressed, the responsibilities of the student, professional educator, administrator or others, and a timeline for completion of the plan. The behavioral assessment and planning will be implemented in alignment with requirements outlined in Oregon State Law and any other applicable requirements of the CBA . If a disability is suspected, a special education referral or 504 plan may be considered. If the student has an IEP, the Special Education case manager shall be included in the development of the plan.

9.4.1.8 If the support plan does not result in a change in the disruptive behavior, the administrator in conference with the professional educator will review the student support plan for the student and take additional steps as may be appropriate which are consistent with and guided by the *Students' Rights and Responsibilities Handbook/Guide*.

9.4.1.9 An allegation that a student has committed Threat/Causing Fear of Harm or Physical Attack/Harm upon a professional educator shall result in the temporary removal of the student from the responsibility of the professional educator pending administrative investigation of the incident consistent with state and federal law. The administrator shall exercise appropriate progressive discipline as set forth above.

9.4.1.10 Any student found to have committed Threat/Causing Fear of Harm or Physical Attack/Harm upon a professional educator shall be immediately subject to appropriate discipline in accordance with the *Students' Rights and Responsibilities Handbook/Guide*. However, the student shall be removed from class or school. A relevant and actionable Tier III intervention will be identified prior to their scheduled return. Prior to student reentry to the classroom a safety plan will be developed with the impacted professional educators' input and a restorative reentry meeting will be held. The intervention shall be communicated in writing to the student's guardians and all professional educators who are responsible for the student prior to the student's return to school or class. Regardless of the student's age or grade, the District shall ensure that student-services makes regular contact with the student while the student is out of the school.

9.4.1.10.1 Any student making a serious or menacing threat of harm to the person, property or family members of a professional educator shall be immediately subject to appropriate discipline in accordance with the *Students' Rights and Responsibilities Handbook/Guide*.

9.4.1.11 In accordance with Oregon Law and the *Students' Rights and Responsibilities Handbook/Guide*, any student who has been involved in a violation of state or federal law regarding weapons at school shall be immediately suspended pending administrative investigation. If the investigation confirms that the student was in violation of state or federal law regarding firearms at school, the student shall be reported to the appropriate law enforcement agency. The student shall be expelled from school for a period of not less than one calendar year for possession of a firearm in accordance with ORS 339.250 (7). The Superintendent, the Deputy Superintendent or Senior Director may modify the disciplinary consequences on a case-by-case basis. A report of the modifications of disciplinary consequences shall be provided to the Superintendent at least twice a year.

9.4.2 Climate Plan and Culturally Responsive Tiered Fidelity Inventory (CR-TFI)

9.4.2.1 The building discipline procedure (School Climate Plan) is under continuous review in a process as outlined in a District approved Inventory of Multi-Tiered System of Supports (e.g.: Tiered Fidelity Inventory (TFI)) as well as those domains included in the Fidelity of Implementation Tool (FIT) Assessment that pertain to strong and positive school culture and inclusive behavior/social emotional instruction. The principal and the Building Climate Team shall include the following minimum procedures in developing a written School Climate Plan to outline the building

procedures for Tier 1, 2, and 3 supports and each building's behavioral matrix based off of the Student Rights and Responsibilities Handbook. Such procedures shall exist in each building or program. The process must be trauma-informed in accordance with District policies and regulations and State law.

9.4.2.2 Copies of the specific building discipline procedures/school climate handbook shall be clearly communicated to all staff during Professional Development (PD) before the start of each school year. Copies of the specific building procedures/school climate handbook shall be distributed to students and families by the end of the first week of school in the languages spoken in the building. Copies shall also be posted online on the school's website in all supported languages.

9.4.2.3 The District shall ensure that all School Climate Handbooks are in accordance with the District/PAT Collective Bargaining Agreement, District policy, and State and Federal laws. De-escalation strategies, relevant to the school, will be included in the building climate plan and implemented as designated in the plan.

9.4.2.4 The District shall ensure that all schools shall maintain a School Climate Team. Each member of the School Climate Team will complete training and the District shall provide substitutes when this training is taking place. Additionally, the School Climate Team will participate in ongoing training in implicit bias, antiracism, and culturally responsive practices. These would be in addition to the required implicit bias, antiracism, and culturally responsive practices training received by all staff. The Tier III Rapid Response Team(s) will be provided training in Nonviolent Crisis Intervention for responding to student crises.

9.4.2.5 During the preservice school climate professional development time, all staff will receive training in de-escalation strategies from the relevant portion of the Nonviolent Crisis Intervention training.

9.4.2.6 The District shall ensure that all schools establish and maintain a process to identify and implement school wide expectations (as contemplated by the CR-TFI) with students, teachers, and families using the following components of the CR-TFI as a guide:

a. 1.3 – Behavioral Expectations

b. 1.10 – Faculty Involvement

c. 1.11 – Student/Family/Community Involvement

9.4.2.7 Using 1.10 (Faculty Involvement) and 1.11 (Student/family/Community Involvement) of CR-TFI, the District shall direct all schools to continue working towards the level of "Fidelity" in their Tier 1 work.

9.4.2.8 The District shall ensure that supports are available to facilitate this work including but not limited to:

a. Scheduled trainings on the district-designated online learning platform (required)

b. Funds available to provide site-based trainings (e.g. implicit bias, antiracism, and culturally responsive practices) and provide sub coverage for staff, as well as extended hours to participate in identified professional development opportunities

c. Educator Directed access to TOSAs, such as MTSS TOSAs for development and follow-up

d. Professional development time that is relevant and provided by the building climate team with educator input before the first student day designated to update staff on past climate plan work and to review school wide expectations

e. At least an hour a month in professional learning and/or staff meetings, as professional learning time allows, designated to building climate team work.

9.4.2.9 The District shall direct Office of School Performance (OSP) Leadership to seek monthly updates of school process implementing the CR-TFI.

9.4.2.10 The District shall facilitate in-depth training for new building administrators on CR-TFI.

9.4.2.11 In the exercise of authority by a professional educator to maintain an environment that is conducive to teaching and learning, the professional educator may use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and/or federal and state laws or regulations.

9.5 Behavioral Supports

9.5.1 The purpose of the District-level program of behavioral supports and strategies is to foster a sense of agency, self-efficacy, belonging and a safe and supportive environment for students and professional educators. This will be accomplished through the implementation of a multi-tiered system of support, which includes school-based mental health professionals, access to the district-level mental health team(s), and other practices and engagement strategies.

9.5.2 The work of the Office of Student Support Services (OSSS) will include:

9.5.2.1 Overseeing and assessing the behavioral support needs of the District;

9.5.2.2 Building capacity within each school/program by working collaboratively with professional educators, building principals, and OSP Leadership;

9.5.2.3 Reviewing school-based behavioral Tier 1 and Tier 2 supports in place at the school and in classrooms.

9.5.2.4 Identifying and supporting implementation of appropriate Tier 2 and Tier 3 evidence-based behavior interventions to support all schools and programs.

9.5.2.5 Stabilizing critical situations for students and professional educators in a temporary capacity, until recommendations for support are communicated to the building principal, affected Professional Educators, and OSP Leadership.

9.5.3 Access to Mental Health and Tier III Rapid Response Teams:

9.5.3.1 Mental Health Teams will regularly connect with schools in their cluster to support building staff in the ongoing mental wellness of students.

9.5.3.2 The Tier III Rapid Response Team will be deployed to schools when a student's behavior is unsafe or disruptive and when the school's climate team has determined building level support is insufficient.

9.5.3.3 The terms of this article do not in any way modify or replace the current staffing models for the school based mental health professional educators as jointly defined in Appendix N. No positions current to the 2023-24 school year shall be eliminated or moved due to the outcome of the RRT MOA.

9.5.4 The responsibilities of the Tier III Rapid Response Team (RRT) include but are not limited to:

9.5.4.1 Stabilizing crisis situations for student and professional educators;

9.5.4.2 Determining what existing personnel in the District and in the building can do to meet the support needs of students and professional educators identified by the team to support Tier III Behavioral Support; and

9.5.4.3 Determining when additional personnel and/or resources are needed to meet the support needs of students and professional educators identified by the team as follows:

a. Unless the professional educators and the RRT (s) working with the student determined the support is no longer needed; RRT staff will continue support of the student as a behavior/support plan is finalized and staff receive training through modeling on how to implement the determined plan.

b. Weekly meetings with the RRT as well as all adults supporting the student in the form of an Individual Student Support Team (ISST) assembled for the student.

9.6 Duty Safety

9.6.1 All duty assignments will ensure that at least two professional educators/ administrators/ adults shall be assigned for student safety. At no time, will the number of assigned adults create a circumstance where students can be out of the line of sight of an adult.

9.6.2 The building administrator(s) shall make reasonable efforts to assign mental health professional educators (counselors, social workers, school psychologists, QMHP and similar individuals) duty with a professional educator outside of this job type. This language shall not preclude mental health professional educators from duty responsibilities.

9.7 Personal Injury Benefits and Property Loss

9.7.1 Any case of Physical Attack/Harm or Threat/Causing Fear of Harm upon a professional educator while acting within the scope of their duties shall be promptly reported in writing to the immediate supervisor who shall forward a copy to the appropriate Central Office Administrator and the Superintendent for investigation and resolution.

9.7.2 The District will create and maintain a packet of materials for professional educators who experience a physical attack/harm at work. Items in this packet will include but not be limited to information about workers' compensation, the collective bargaining agreement, leaves of absence, insurance benefits, and the employee assistance program.

9.7.3 The District shall reimburse professional educator for loss of or damage to personal property excluding the professional educator's automobile under the following circumstances:

9.7.3.1 when the loss is a result of any Physical Attack/Harm or Threat/Causing Fear of Harm on the professional educator's person suffered during the course of employment.

9.7.3.2 property stolen or damaged by the use of forcible entry on a locked container. Every school shall provide a secure and lockable location for professional educators to use for such storage.

9.7.3.3 loss of the professional educator's work-related equipment when the use of that equipment has been approved in writing by the principal/supervisor providing that the equipment was stored in a locked container when otherwise not in use.

9.7.4 Reimbursement shall be at replacement cost (not exceeding actual cost) less any insurance or worker's compensation reimbursement. Reimbursement shall not be made for losses of less than Five dollars ($5.00) or that portion in excess of one thousand dollars ($1,000) and shall not be made when carelessness or negligence on the part of the professional educator was evident.

9.7.5 Professional educators shall cooperate and support the District in its investigation and resolution of any reported loss. The District shall provide assistance in attempting to investigate and/or reclaim other stolen or damaged personal property including automobiles.

9.8 Field Trips

A professional educator may request additional supports for a field trip or other excursions to reasonably ensure the safety of all involved. The District will provide additional supports to special education students as specified in their IEPs.

9.9 Student Behavioral Records

9.9.1 Student behavioral records shall be accessible to the receiving professional educator.

9.9.2 School officials shall set up procedures so that information about students with records of violence including weapon violations shall be available, in accordance with the law, to members who "need to know" as a result of an assignment to teach or supervise the student.

9.9.3 Reports from county/state/city law enforcement/courts concerning student information that may inform professional educators about potential safety issues shall be shared on a need to know basis. The District shall maintain a system to distribute these alerts on an ongoing basis.

9.10 The District shall provide a legal defense and indemnification to professional educators arising out of tort claims for any alleged act or omission occurring in the performance of the professional educator's duty in accordance with, but subject to, the limitations provided in ORS 30.285 and 30.287. Professional educators shall cooperate with the Board and counsel in connection therewith as provided in ORS 30.287(2).

9.11 All building handbooks shall be consistent with District policies concerning mandatory reports to the Department of Human Services (DHS). Principals shall not direct or encourage professional educators to make such reports with administration or others in lieu of reporting to DHS as required by law.

9.12 Safety

9.12.1 A professional educator shall have the right to refuse to expose themselves to immediate danger created by an unsafe working condition when such danger threatens substantial bodily injury or would be a significant health hazard to the professional educator. The professional educator shall give notice of the condition to their supervisor and shall be subject to assignment to another location or duty while the condition is being investigated and/or corrected. The District recognizes the responsibility to make every reasonable effort to enhance the security of buildings and grounds as may be required through the use of necessary lighting and other safety precautions. The District shall comply with all state and federal Occupational Safety and Health Administration (OSHA) requirements to post notice when non-routine cleaners, paints, sealants, and other chemicals are to be used at the worksite and shall take all reasonable steps, in good faith, to post such notices even where not required by state or federal OSHA.

9.12.2 Safety Committee

9.12.2.1 The District will provide a template that each building's safety committee will fill in and submit in order to identify school safety needs and priorities. All items must be specific to facility safety concerns and submitted through the established reporting process. At least one member of the school's safety committee will be trained on Heat mitigation and the use of the Heat Index Psychrometer. The Safety Committee's duties will include:

a. Completing the PPS Safety Committee Inspection Checklist consisting of a facility assessment and site-based response plan that prioritizes a list of items requiring mitigation. The Safety Committee Inspection Checklist will be updated by mutual agreement of the parties within 90 days of the ratification of this agreement. Any updates will abide by OSHA guidelines.

b. Developing and recommending an Escalation Plan (including the mitigation/immediate relief plan in 9.12.4) as part of the PPS Safety Committee Inspection Checklist.

c. Developing and recommending a building-specific safety plan as part of the PPS Safety Committee Inspection Checklist for:

- Loss of electricity, Internet, and/or water
- Presence of pests
- Presence of mold, asbestos, smoke or other impacts to air quality
- Presence of leaks
- Extreme temperatures as defined in 9.13.3
- Any other sitewide environmental safety concerns

9.12.2.2 Each safety committee will provide the list of recommendations of safety issues to the school administrator and Facilities Operation Manager before the end of September each year. PPS Facilities will use each building's Safety Committee Inspection Checklist to prioritize and mitigate the environmental factors defined under 9.12.2.1 c that impact learning and teaching.

9.12.2.3 The District is committed to providing all potential immediate relief as well as long-term resolutions which include, but are not limited to, bond funded improvements.

9.12.2.4 This Safety Plan will be posted on each school's website by the end of the first month of the student year in all supported languages, as soon as available, and reviewed and updated throughout the year.

9.12.3 The District shall assure that there are emergency protocols at all worksites (including non- district worksites where professional educators work. These protocols shall include procedures for supporting professional educators who experience Physical Attack/Harm and/or Threat/Causing Fear of Harm as well as procedures for reporting and tracking environmental and facilities issues.

9.12.4 Mitigation and Relief Plan

9.12.4.1 The District will provide an actionable plan that provides immediate relief for an/or mitigation of issues identified during the initial Safety Committee Inspection Checklist conducted at each building by the Safety Committee. The actionable plan will include:

a. An estimated timeline for the completion of the relief action that contains immediate relief, midterm relief, and long-term resolution.
b. "Immediate relief" will mean within 2 weeks, with extreme temperatures (as defined in 9.13.3) mitigation being provided within 24 hours.
c. "Midterm relief" will mean solutions that are not permanent but actionable within the work year.
d. "Long-term resolution" will mean the solution that will resolve the issue completely.

9.13 Environmental Safety

9.13.1 The District shall furnish employment and places of employment which are safe and healthful for professional educators, and shall furnish and use such devices and safeguards, and shall adopt and use such practices, means, methods, operations and processes as are reasonably necessary to render such employment and places of employment safe and healthful and shall do every other thing reasonably necessary to protect the life, safety and health of such professional educators.

9.13.2 The District shall ensure that the number of students assigned to a CTE classroom meets basic safety standards based upon the equipment required by the CTE course.

9.13.3 When temperatures reach below sixty (60) degrees and/or the heat index reaches above eighty (80) degrees in a professional educator's work setting (for example, classroom or office) the following shall occur:

9.13.3.1 The educator will inform their administrator of the conditions outlined in 9.13.3 in writing;

9.13.3.2 The District will provide relief according to the process outlined in 9.12.2 and PPS Heat Mitigation Plan;

9.13.3.3 If the temperature cited in 9.13.3 occurs during the student day, the district will provide an alternative space for learning as outlined in the PPS Heat Mitigation Plan;

9.13.3.4 If the temperatures cited in 9.13.3 occur outside the student day, the professional educator will have the ability to complete their work duties and planning in an area without temperature stress. The professional educator will inform the administrator of their new location in writing.

9.13.3.5 If all of the above do not occur and the hazardous environment continues, educator may use article 9.12.1, if applicable.

9.13.4 When there is evidence of hazardous conditions as described under 9.12.2.1.c, in a professional educator's work setting (for example, classroom or office) the following shall occur:

9.13.4.1 The educator will inform their administrator of the conditions outlined in 9.12.2.1.c in writing;

9.13.4.2 The district will provide relief according to the process outlined in 9.12.4

9.13.4.3 If the hazardous conditions cited in 9.12.2.1.c occur during the student day, the district will provide an alternative space for learning;

9.13.4.4 If the hazardous conditions cited in 9.12.2.1.c occur outside the student day, the professional educator will have the ability to complete their work duties and planning in an area that is free of hazardous conditions as described under 9.12.2.1.c

9.13.5 A professional educator shall not be made to work in any building whose lack of electricity creates a hazardous environment as described in 9.12.2.1.c. Building administrators shall immediately notify the District and the building shall be closed until the hazardous conditions have been resolved according with 9.12.4. No professional educator shall suffer a reduction in pay due to building closure caused by hazardous conditions as described in 9.12.2.1.c.

9.13.6 All classroom/office spaces will have doors that lock from the inside.

9.13.7 Professional educators working with student shall have Voice Over Internet Protocol (VOIP) device access by the start of the 2024-2025 school year. Every building will have a school safety plan to account for the lack of VOIP device access during emergencies.

9.13.8 All windows in any room in which a professional educator must work shall have working blinds or working window coverings that close.

ARTICLE 10
ACADEMIC FREEDOM AND INSTRUCTION

10.1 Academic Freedom

10.1.1 Professional educators shall be guaranteed academic freedom in instructional presentations and discussions and in faculty discussions of education policy. Professional educators may introduce controversial materials provided such presentations, discussions, and materials are appropriate and relevant to course content and grade level subject to accepted standards of professional responsibility (see PPS Academic Freedom in the Instructional Program 6.20.011-AD as of 03-15-13).

10.1.2 The District shall consult with professional educators over decisions regarding the selection of districtwide textbooks. Within generally accepted professional and content standards, professional educators are responsible for determining the supporting materials and methods used for day to day instruction, including differentiating instruction based on student needs.

10.2 Student Grades

Student grades issued by a teacher shall not be changed by a supervisor or altered due to software limitations of the District's grading system unless a substantive reason clearly exists. This Section shall not be interpreted to cause a teacher(s) to assign grades in any manner which deviates from general district-wide practices. If an administrator changes a student grade, such administrator will notify the teacher in writing of such change, and the reason(s) for such change.

10.3 The parties will convene a work group to evaluate and seek mutually agreeable policies and procedures regarding intellectual property issues.

10.4 Instructional Time

The District and Association recognize and value instructional time. To that extent the district commits to having a standardized assessment footprint that, as a target, aims to have the total average time of all district mandated standardized assessments to not exceed 0.65% of instructional time at each grade level as calculated by the district based on the assessment guidelines of each assessment provider. This does not include State and Federal assessments, and assessments chosen by educators to inform their instruction or required for identification or monitoring of special education services, eligibility or determination of English language proficiency.

10.5 Ownership of Materials and Publications: Unless otherwise provided by a separate contract, the respective rights of an employee and the District as to ownership of materials and publications developed by the employee are to depend upon the origins of the material in question, as follows:

10.5.1 If the materials were developed by the employee as a project commissioned by the District, or in fulfillment of a specific job assignment, the materials are the exclusive property of the District (e.g., a course outline developed by a TOSA for that purpose).

10.5.2 If the materials were developed by the employee independent of regular duties, and on the employee's own time and without use of District resources, the materials are the exclusive property of the employee (e.g., working at home, English teacher with personal interest in computers develops a software package for tracking and computing grades; or teacher writes textbook on own time, drawing upon prior District experience).

ARTICLE 11
SCHOOL IMPROVEMENT COUNCILS

11.1 Purpose

The District and the Association agree to establish a process for involving professional educators in enhancing the quality and effectiveness of education for the purpose of improving student knowledge, skills and attitudes. The District and the Association agree to comply with the school site council requirements of the 21st Century Schools Act.

11.2 District Site Committee

The Joint Contract Administration Committee will function as the District Site Committee in matters related to the 21st Century Schools Act. The Joint Contract Administration Committee shall be solely responsible for establishing its own procedures for compliance with this Act. Any such procedures shall be in compliance with the Agreement between the District and the Association.

11.3 Council Participation

Participation by professional educators on a school site council shall be voluntary. Council members shall be allotted as provided by law. The Association shall develop the rules by which the elections of professional educators shall be conducted. The head PAT representative shall conduct an annual secret ballot election no later than October 15 to select professional educators to the council.

11.4 Council Roles, Responsibilities and Information Access

Actions and decisions of the council will be in accordance with law, existing Board policies, established administrative procedures and applicable collective bargaining agreements. Achieving consensus among site council members is a desired operational goal. If consensus is not reached, the council shall make its determination by majority vote. Professional educator on site councils shall be given copies of the site budget and other public documents upon request. Financial data shall be made available upon request to PAT Bargaining Unit members and parents or caretakers of students.

11.5 Implementation of Decisions

Prior to implementation of a council decision, it shall be communicated in writing to the professional educators at the school worksite. Changes proposed by a site council may not violate any portion of the PAT/PPS Collective Bargaining Agreement (CBA). If the Association believes a council action/program change may violate the CBA, the proposal shall not be implemented until it has been reviewed in Contract Administration and the District and the Association mutually agree that the action/program does not violate the CBA. Once a decision is finally reached, it shall be implemented by all at the site.

11.6 Meetings

When school site council meetings are held, business will be conducted by those members present. If meetings are held during an educator's planning time or outside of regular contract hours, professional educators shall be paid their hourly rate or provided an equivalent amount of release time.

11.7 Training of Councils

The District and the Association will cooperate in the development of training programs. Costs of training shall be paid by the District.

ARTICLE 12
COMPENSATION

12.1 Salary Schedules

12.1.1 Index. The salary schedule indices are set forth in Appendix A-1.

12.1.2 Appendix A-1 sets forth the basic annual salaries for the period July 1, 2023, through June 30, 2026. The 2023-2024 salary schedule shall be increased by 6.25%. The 2024-2025 salary schedule shall be increased by 4.5%. The 2025-2026 salary schedule shall be increased by 3%.

12.1.3 Professional educators with a doctorate degree in field related to assignment shall receive an additional $2,000 per school year.

12.1.4 Professional educators who have received and retain a National Board Certification for Professional Teaching Standards shall receive an additional $1500 per school year. Professional educators who earn/receive other certifications from National Boards shall also receive the additional $1,500 per school year.

12.1.5 Professional educators who teach in the target language in a DLI program shall receive an annual stipend of $3,000. Educators who work less than full time in a DLI program will receive a prorated stipend based on their FTE.

12.1.6 Professional educators who have bilingual or multilingual ability relevant to the assignment (as defined in I.1.4) and who have demonstrated proficiency (as defined in I.1.1) will receive a $1,500 annual stipend.

12.2 Salary Placement

All professional educators shall be placed on the salary schedule based upon their prior work experience and education/training level. Additional information about salary placement can be found in the *Guidelines for Professional Growth/In-service* (see reference in Section 22.2).

12.2.1 Educational Credit

12.2.1.1 At such time that the State of Oregon requires completion of a "5th year" program for licensure, new professional educators shall be given credit for the hours required following the Bachelor's degree for completion of a "5th year" program up to a maximum of forty-five (45) quarter hours. Currently employed professional educators, who have completed a "5th year" program but were not given credit at the time of employment, shall be given credit on the salary schedule up to the BA+45 column.

12.2.1.2 Career and Technical Education (CTE) professional educators may receive credit for technical coursework taken at a community college. Such courses shall be relevant to the professional educator's field of preparation and to service as a professional educator in this District.

12.2.1.3 In order to receive a salary adjustment retroactive to the beginning of the current school year, a professional educator must, by October 31st, provide the Human Resources Department with proof of completion of coursework. Adjustments based upon proof received after October 31st will be made effective the first day of the next pay period.

12.2.1.4 Multiple Graduate Degrees and Graduate Credits

Placement on the salary schedule and salary advancement for professional educators with multiple graduate degrees shall be in accordance with the following:

a. Educational experience (lane advancement) shall be granted for any fully completed graduate degree (MA, MFA, JD, PHD, etc., regardless of date of licensure.

b. Column salary credit (lane advancement) will not be limited to a single graduate degree.

c. Educational experience would be based on the order the graduate degrees were earned.

The first graduate degree earned would advance the professional educator to the MA lane. The second graduate degree earned would count as graduate credits beyond the MA+0 lane.

d. No graduate credits prior to licensure shall be credited towards lane advancement unless/until they become part of a completed graduate degree.

e. Graduate credits earned outside of a degree program are eligible for salary advancement, as long as they are earned after licensure and are consistent with the requirements in the In-Service Guidelines.

12.2.2 Experience Credit

12.2.2.1 Newly hired temporary or probationary professional educators who have previous experience/experience working in a PK-12 school setting where the responsibility was similar to that of professional educators in the Portland Public Schools shall be given experience credit on the following basis:

a. one (1) year of credit for each full year of full-time experience (minimum one hundred thirty-five (135) days within the regular school year); and

b. one (1) year of credit for each two (2) years of part-time experience that is half-time or more but less than full-time (minimum of one hundred thirty-five (135) days within the school year).

c. Verification of experience shall be made by the Human Resources Department.

12.2.2.2 Central Staff Professional Librarians, and other Central Office professional educators, shall be placed on the salary schedule in accordance with the educational requirements for teachers. In determining years allowed for the equivalency of outside experience for teacher-librarians, teachers of speech and hearing and teachers in special schools who are otherwise qualified, one hundred thirty-five (135) days, while employed on a professional full-time basis, shall be counted.

12.2.2.3 Any professional educator who resigns shall, upon re-employment, be placed on the salary schedule on the same basis as a new hire, except that, if the professional educator completes the year and is re-employed prior to opening of school the succeeding year, the Superintendent may use his discretion in recommending to the District that the resignation be rescinded.

12.2.2.4 Teaching experience shall be granted for prior kindergarten or nursery school teaching provided the teaching was in a licensed position and in a standard school administered by the public-school system, or in a private school accredited or approved under state laws of standardization.

12.2.2.5 Full-time administrative and teaching experience in an accredited institution of higher education shall be counted as teaching experience, provided such experience consisted of at least one hundred thirty-five (135) days within a school year. Full-time administrative and teaching experience in a PK-12 setting shall be counted as teaching experience, provided such experience consisted of at least one hundred thirty-five (135) days within a school year.

12.2.2.6 Credit for a sabbatical leave of absence for study during previous employment with this District shall be allowed as experience, subject to the 135 days school year criterion. No credit for leaves of absence from a school district outside of PPS will be allowed as experience.

12.2.2.7 Salary adjustments on the basis of experience will be made only after official verification, and shall become effective during the payroll period in which approved. Such salary adjustments will not be retroactive, except that experience verified within sixty (60) days of the start of employment shall be retroactive to the first day of employment.

12.2.2.8 In the event that records have been destroyed, a notarized statement from two (2) responsible adults, other than relatives, having knowledge of the professional educator's experience, may be accepted.

12.2.2.9 A professional educator assigned to a CTE teaching position shall be granted salary credit for a related CTE experience on the following basis:

a. Non-degreed applicants shall be eligible for placement on the "BA" column of the salary schedule provided they have four (4) years of verifiable work experience in an occupational field related to the teaching assignment. They shall receive one (1) salary step for each year of experience in excess of four (4) years but not to exceed ten (10) years of credit. Eight (8) months of experience in a 12-month period shall be considered to be one (1) year of experience.

b. Degreed applicants who are required to have related work experience in order to qualify for a CTE license shall receive credit for each year of work experience required for the licensure. Eight (8) months of experience in a 12-month period shall be considered the public-school system, or in a private school accredited or approved under state laws of standardization.

c. The District shall use a form appropriate to CTE to verify professional educator experience.

12.2.2.10 School and clinical psychologists' placement and progression shall be on the MA+45/BA+105 column of the salary schedule with one (1) step for each full year of experience as a full-time school psychologist and one (1) step for each year of experience as a teacher, counselor, clinical psychologist or similar occupation.

12.2.2.11 Speech and Language Pathologists' placement and progression shall be on the MA+45/BA+105 column of the salary schedule with one (1) step for each full year of experience as a full-time teacher or speech and language pathologist and one (1) step for each two (2) years of experience as a part-time teacher or speech and language pathologist with part-time meaning at least half time.

12.2.2.12 Initial placement for social workers shall be determined the following way:

a. one (1) year of experience credit shall be given for each full year of experience as a social worker with a Master of Social Work degree (MSW),
b. one (1) step for each two (2) years of part-time experience as a social worker with a Master of Social Work degree (MSW) with part-time meaning at least half-time,
c. and one (1) year of experience credit for each one (1) year of experience (or .5 credit for part-time) as a social worker prior to a MSW or as a teacher, counselor, caseworker, or similar occupation.
d. Plus hour credit shall be given for course work taken following obtaining a Master of Social Work degree (MSW).

12.2.2.13 Placement on the salary schedule for child development specialists, behavior management specialists and student service specialists shall be as follows:

a. One step for each full year of experience as a social worker, teacher, counselor, child development specialist, behavior management specialist, student service specialist or in a similar occupation as determined by the District.

b. Credit will be given for relevant course work beyond a Bachelor's Degree taken after initial employment in a position similar to that as a social worker, teacher, counselor, child development specialist, behavior management specialist, student service specialist or similar occupation. Credit will be given for Master's degree.

12.3 Salary Advancement

12.3.1 Advancement by reason of change in educational status (lane advancement) shall be in accordance with the article on Professional Growth. Additional information about salary advancement can be found in the *Guidelines for Professional Growth/In-service* (see reference in Section 22.2).

12.3.2 Plus hours beyond initial salary placement must be based on coursework at accredited colleges or universities.

12.3.3 Employees, who earn a credit level necessary to advance to another column on the salary schedule, shall be paid at the new salary level effective the first day of the next pay period after supplying verification to the District. Such salary adjustments will not be retroactive, except that credits verified by October 31 shall be retroactive to the beginning of the school year.

12.3.4 Effective July 1 of each year, professional educators, except those on the highest step of each column, shall receive a step increase.

12.3.5 A professional educator who works half-time or more shall be entitled to a step increase if they work fifty percent (50%) or more of their work year. Regularly credited sick or other paid leave for which professional educators receive full or partial pay shall count as days worked.

12.4 Payroll Checks

12.4.1 Professional educators may individually elect to receive their annual compensation on ten (10) or twelve (12) equal monthly payments by submitting their request in writing to the District's Payroll Office prior to the end of the preceding school year. In the absence of such written request, twelve (12) payments will be deemed to have been selected.

12.4.2 The method of payment selected by a professional educator cannot be changed during the course of the school year.

12.4.3 In cases where payments on a 10-month basis are selected, the last payment will be subject to the three months of authorized payroll deductions (i.e., professional educator contributions to health and welfare insurance, credit union, etc.).

12.4.4 Professional educators shall be paid on the last business day of the month. During the summer period checks shall be mailed to the designated address of the professional educator at the end of each month.

12.4.5 If a professional educator is dismissed before receiving the entire number of monthly payments selected under Paragraph 1, the District shall make a lump sum payment within two (2) business days to the professional educator.

12.4.6 Salary payments for extended responsibility assignments of a seasonal nature, such as coaching, shall be paid at the professional educator's option: (a) in a lump sum at the end of a season, or (b) prorated over a three-month period during the season, or (c) prorated over the months remaining in the work year following the beginning of that season.

12.4.7 Part-time and Extended Contracts

12.4.7.1 Professional educators, who work less than full-time, shall be paid at a pro-rata portion of the full-time salary. Part-time contracts shall be paid out over the regular 10- or 12-month paychecks. Other unpaid leave/time shall be deducted in the next paycheck.

12.4.7.2 Professional educators, who are granted an extended contract to work beyond the normal work year, shall be paid at their normal per diem rate for each additional day (or portion thereof). Extended contracts that are known at the beginning of the year shall be paid out as part of the normal paychecks (over 10 or 12 paychecks). Other extended hours/contract days shall be paid in the next month's paycheck after the work has been completed.

12.5 Special Salary Provisions

12.5.1 If there are no applicable special salary provisions or extended responsibility provisions listed in the contract, professional educators shall be paid their per diem hourly rate for work specifically requested by the District beyond the work day/year.

12.5.2 Upon mutual agreement between the professional educator and the administrator, professional educators may be paid special salary provisions as listed below. Changes in this section are effective upon ratification of this contract.

12.5.2.1 The daily rate for the base salary is the per diem rate of the base salary in Appendix A (Step 1 on the BA+15 column).

12.5.2.2 Professional educators working in the regular day school, evening high school, and home instruction program shall receive .22 times the daily rate for the base salary per hour or the member's hourly rate; whichever is higher. Such professional educators shall not teach more than ten (10) hours per full workweek under this provision.

12.5.2.3 Professional educators assigned as Student Activity Advisors and for student supervision at times after the workday shall be paid 0.13 times the base salary daily rate per hour. Non-paid volunteers may be used in these positions only if such positions would not otherwise be filled by unit members.

12.5.2.4 A professional educator appointed to substitute in an administrative or supervisory position shall be paid their teaching salary plus 0.17 times the base salary daily rate per working day for a short-term emergency period not to exceed two (2) consecutive days. When the professional educator assumes full responsibility for the administrative or supervisory position for a period of three consecutive days or more they shall receive the pay of the regular appointment.

12.5.2.5 Rate of pay for teachers of in-service classes shall be 2.0 times the base salary daily rate per credit hour.

12.5.2.6 Professional Educators of Outdoor School shall receive an additional 0.65 times the base salary daily rate. If Outdoor School is held on a Sunday, and the professional educator volunteers to work, they shall be paid 1.3 times the base salary daily rate.

12.5.2.7 Rates of pay for professional educators for each half-day session of Summer School shall be 3.2 times the base salary daily rate.

12.5.3 Each school year the Human Resources Department shall post the rates of pay for all rates included in Section 12.5 Special Salary Provisions.

12.6 Fingerprinting

The District agrees to annually budget a fund to pay for the cost of fees charged by agencies for fingerprinting and the accompanying criminal check required by TSPC or the ODE.

12.7 Materials and Supplies Stipend

Each professional educator shall receive one hundred dollars ($100) per school year to purchase materials. This stipend is in addition to those materials and supplies that are normally budgeted by the District.

ARTICLE 13
INSURANCE PROTECTION

13.1 Health and Welfare Trust

13.1.1 The District and the Association agree to continue participation in the School District No. 1 Health and Welfare Trust per the Trust Agreement as adopted November 9, 1972, and any amendments thereto.

13.1.2 Subject to the qualifications stated below, the monthly District contribution to the Trust toward the costs of health insurance benefits, including medical, dental, vision, prescription drug, and group term life insurance, and associated administrative costs and Trust reserves for full-time professional educators, and their eligible dependents and domestic partners is as follows:

13.1.2.1 The District shall contribute for full-time eligible professional educators and their eligible dependents and domestic partners ninety-three percent (93%) of the PAT composite premium.

13.1.2.2 The professional educators shall pay any remaining amount of the PAT composite premium as a payroll deduction. Such payments shall continue to be paid as a tax-sheltered employee deduction as permitted by IRS regulations.

13.1.2.3 Group term life insurance with accidental death and dismemberment (AD&D) shall be provided with a benefit of $50,000. Professional educators covered by health insurance benefits shall have the ability to purchase additional coverage by payroll deduction.

13.1.3 Long Term Disability

All eligible professional educators must enroll in Long Term Disability (LTD) coverage. The Association shall be responsible for setting the eligibility and plan requirements. The full premium cost of the LTD plan shall be paid by the professional educators.

13.1.4 Insurance Coverage

Professional educators may opt out of medical, dental, vision, prescription drug benefits, and additional life insurance. Neither the District nor the professional educator shall make payments to the Trust for those who opt out. However, these professional educators shall be enrolled in the $50,000 group life insurance with AD&D at the District's expense and in the LTD plan at the professional educator's own expense.

13.1.5 The benefits in existence on the date of execution of this Agreement, including the provisions identified in Appendix F, shall be maintained by the District for the full term of this Agreement, except if mandated by a new state insurance plan.

13.1.6 The District shall make this contribution from September through August of the school year. As used in this Paragraph, the words "through August" refer to the payment made by the District in early August, even though the professional educator contributions remitted by the District for such payment may have been deducted from July payroll checks. Before such payment per month, as indicated above, is required with respect to a professional educator, the Trustees shall certify to the District that the professional educator (himself or herself) has such medical/hospitalization coverage through the Trust. A full contribution shall be made by the District for professional educators having a work schedule of seventy-five percent (75%) or more of a full-time professional educator. The District shall make a contribution of fifty percent (50%) of the composite rate for professional educators having a work schedule of fifty percent (50%) up to seventy-five percent (75%) of a full-time professional educator.

13.1.7 For temporary professional educators, the District shall make a contribution to the Health and Welfare Trust in accordance with 13.1.2 for two (2) months following the end of the standard work year, as defined in Section 6.2, if the temporary professional educator(s):

13.1.7.1 worked at least half-time, and worked at least half of the contract year, and finished the contract year in a bargaining unit position; or

13.1.7.2 worked at least half-time and is retained in a bargaining unit position for the following school year.

13.1.8 Professional educators on unpaid leave of absence shall not suffer loss of benefit in excess of the period of time not worked during the regular work year. If paid leave extends up to the beginning of winter, spring and/or summer recess periods, such recess periods shall not count as time not worked.

13.1.9 The District shall assure the continuation of a tobacco abatement program, through the Health and Welfare Trust, for professional educators and their families.

13.2 Liability Insurance

The District shall provide, on a fully paid basis, bodily injury, liability and property damage insurance coverage, to the limits carried by the District for the use of automobiles owned, leased or hired by a professional educator while in the normal course of their duties as an employee of the District. This coverage shall apply only as excess insurance over and above other valid and collectible liability insurance carried by the professional educator. The District may require as a condition to this coverage that before the vehicle is used on District business, the professional educator provide a license of insurance showing that he or she has at least the minimum amount of insurance required to license a vehicle in the State of Oregon. The District will reimburse the professional educator for any deductible cost the professional educator is required to pay, as a result of an on-duty accident, not to exceed five hundred dollars ($500). Reimbursement will not be made if the professional educator is convicted of or admits to driving under the influence of intoxicants or with a suspended license.

13.3 Professional Association Insurance Program

The District shall recognize the rights of the Association to select carriers of insurance programs where membership in said program is contingent upon membership in the Association. Subject to the mechanical limits of the District's payroll system, the District shall make available payroll deductions for professional educators participating in such insurance programs.

13.4 The District will continue the I.R.C. Section 125 Flexible Benefit Plan during the term of this Agreement.

13.5 Domestic Partners

Insurance coverage for same sex and opposite sex domestic partners shall be provided the same as spousal benefits. The definition of domestic partner is included as Appendix C.

13.6 Employee Assistance Program (EAP)

The District shall continue to provide an Employee Assistance Program (EAP) that allows each professional educator to refer themselves confidentially to the EAP provider.

ARTICLE 14
MILEAGE, PARKING AND PROCUREMENT CARDS (P-CARDS)

14.1 Mileage

14.1.1 Eligibility

Professional educators who regularly use their automobiles for on-the-job travel shall be entitled to mileage reimbursement provided they have on file with the District a current proof of insurance from their insurance company verifying they have insurance coverage at least equal to the State of Oregon minimum requirement for registering a vehicle in the State.

14.1.2 Reimbursement

Mileage shall be reimbursed at the IRS rate. If during the life of this Agreement, the IRS rate changes, the District will change its reimbursement within thirty (30) days of the effective date of the new IRS approved amount. Professional educators required to use public transportation for on-the job travel, or who are approved for a daily-use car rental, shall receive reimbursement for the fare/rental providing they submit the required verification, or supervisor authorization.

14.1.2.1 Each year, any professional educator who must travel frequently as part of the regular assignment shall designate which of their assigned buildings is their home building. The professional educator shall use the District approved form to notify the account payable department of this designation.

14.1.2.2 Mileage between the home building and the professional educator's residence is not eligible for reimbursement.

14.1.2.3 For the first instance of travel on any given work day, the professional educator will be reimbursed for any mileage greater than the distance between their residence and their designated home building.

14.1.2.4 Any travel after the first daily instance, but prior to the end of the work day, shall be reimbursed.

14.1.2.5 The mileage between the final work site and a professional educator's residence will only be reimbursed if it exceeds the mileage between the designated home building and their residence. Only the excess mileage shall be reimbursed.

14.1.2.6 Consistent with IRS regulations and District policies and procedures, the District's Mileage Expense Reimbursement Request Form must be submitted no later than sixty (60) days from the date the actual expense was incurred. If a professional educator submits for reimbursement beyond the sixty (60) day limit, the amount of reimbursement shall be reduced by the amount of employer and employee associated taxes.

14.2 Parking/Commuting

14.2.1 At locations where the District has parking for teachers:

14.2.1.1 Professional educators with disabled person parking permits (either temporary or permanent) shall be given priority to receive teacher parking closest in proximity to entranceways to the work site.

14.2.1.2 Itinerants shall be given a reserved staff parking spot.

14.2.2 The District and the Association will jointly explore ways to improve and reduce the costs of commuting for professional educators.

14.2.3 In recognition of the challenges at certain District locations related to parking access for professional educators, the District will convene a work group to assess the parking and other transportation needs for each of its locations and to provide a recommendation for future action no later than June 1, 2024.

14.3 Procurement Cards (P-Cards)

14.3.1 Eligibility

The District shall determine the professional educators who will be authorized for a P-Card based on business needs of the District for the purpose of making authorized purchases or payments on behalf of the District. The District shall place the application for the P-Card on the District website. A professional educator must obtain their supervisor's approval in order to apply. Professional educators shall complete District training on P-Card usage prior to obtaining a card, and reconciliation training prior to the first month's reconciliation for that professional educator's card.

14.3.2 Usage

Professional educators approved for a P-Card are responsible for following the District P-Card Manual(s), assuring that all purchases are for appropriate use as defined in the manual, retaining all documents and receipts, providing those documents when requested by the District, and reconciling P-Card transactions as required by the District.

14.3.3 Notification to the Association

The District shall notify the Association of any changes to the P-Card Manual(s). Upon request, the District will provide a list of professional educators who are currently authorized for P-Cards. In addition, the Association and the District shall mutually agree to changes to discipline resulting from P-Card misuse, and changes to the usage of the P-Card that result in new out-of-pocket expenses for professional educators. The Association may offer suggestions on other changes to the P-Card Manual(s).

ARTICLE 15
RETIREMENT

15.1 Unused Sick Leave

Pursuant to Chapter 646, Oregon Laws 1973 (Senate Bill 622), the District shall request that the Public Employees Retirement Board add to the gross amount of salary used in determining the "final average salary" as defined in ORS 237.003(12) (for utilization in determining total retirement allowances) the monetary value of one-half (1/2) of the accumulated unused sick leave for each professional educator of the District.

15.2 Early Retirement Incentives

15.2.1 Insurance

15.2.1.1 The District shall contribute to the School District No. 1 Health and Welfare Trust the cost of medical/prescription plan for professional educators who:

a. elect early retirement and are eligible to retire under the Public Employees Retirement System (PERS);

b. have completed at least fifteen (15) years of service with the District by September 30, 2020;

c. are eligible to retire with PERS, but not yet eligible for Medicare; and

d. are eligible under such plan then offered by the Trust.

15.2.1.2 The District shall pay one-half (1/2) of the cost for the spouse/or domestic partner (as defined in Appendix C) of the retiree enrolled in the Plan.

15.2.1.3 For retirees, the list of benefits in existence on the date of execution of this Agreement shall be maintained by the District for the full term of this Agreement.

15.2.1.4 Professional educators eligible under this section may self-pay the cost of benefits following the exhaustion of the entitlement set forth above for up to five (5) years or until eligible for Medicare, whichever comes first, for professional educators who become unable to work because of disability as determined by PERS or the Disability Insurance Program provided by the Health and Welfare Trust. A qualifying retiree below age sixty (60) must elect to have District contributions commence upon retirement, but the District shall then cease its contributions at the end of sixty (60) months. Such professional educator may continue to maintain their coverage on a self-pay basis until age sixty-five (65).

15.2.2 Stipend

15.2.2.1 The District shall provide an early retirement incentive of four hundred twenty-five dollars ($425) per month to professional educators of half-time or more who elect early retirement.

15.2.2.2 To qualify, professional educators must meet the following criteria:

a. They must be eligible to retire under the Oregon Public Employees Retirement System; and

b. They must have accumulated fifteen (15) years of service with the District by September 30, 2020.

15.2.3 Such payments shall extend for sixty (60) months or until the professional educator reaches age sixty-two (62), whichever is first. A professional educator must give written notice of retirement no later than sixty (60) days prior to the effective date. Upon death of a professional educator receiving the early retiree incentive, the remaining payments will be made to the surviving spouse or estate of the retiree.

15.2.4 The District and Association shall form a workgroup to meet and explore alternatives to early retirement incentives for Tier 3 professional educators that will serve as an incentive to retain mid- career members and to be cost neutral to the District.

15.3 Early Notice of Retirement

Professional educators who give early notice of retirement shall receive early notice incentives in accordance with the provisions of Section 18.2.

15.4 Re-employment of Retirees

Professional educators who retire under the Oregon Public Employee Retirement System ("PERS") on or after December 1, and who the District re-employs between the Retiree's PERS retirement date and June 30 ("Retirees") are eligible for the benefits under this section.

15.4.1 The Retiree

15.4.1.1 Must have a PERS retirement date on or after December 1, and no later than June 1;

15.4.1.2 Must have submitted a written District Resignation Form ending District employment prior to the Retiree's PERS retirement date; (Note: Under PERS rules the PERS retirement date is the first of the month after an employee ends District employment. For example, if a professional educator ends employment on the last contract day before Winter Break, their PERS retirement date would be January 1. If a professional educator ends employment on January 1, their PERS retirement date would be February 1.); and

15.4.1.3 Must declare in writing their request to begin a new employment relationship with the District as a Retiree in the Retiree's prior position through the end of the work year or June 30, whichever first occurs. This written notice must be submitted to the District as part of the District Resignation Form no later than thirty (30) calendar days before the PERS retirement date.

15.4.2 The District will report all unused earned sick leave to PERS, except as stated in Section 15.4.4.2.c.

15.4.3 A Retiree will be re-employed by the District in the position that the Retiree held on the Retiree's date of resignation only if all of the following conditions are met:

15.4.3.1 The professional educator elects to retire between December 1, and June 30 of that school year; and

15.4.3.2 No internal transfer options are identified; and

15.4.3.3 There is no one on layoff status who is qualified for the position.

15.4.4 Any period of reemployment between December 1, and June 30, is a new employment relationship between the Retiree and the District as outlined below:

15.4.4.1 A re-employed Retiree is expected to demonstrate reliable and regular attendance at work, unless eligible for a federal and/or state leave of absence, and to meet all expectations of the assignment.

15.4.4.2 Pay and benefits for re-employed Retirees are set forth below:

a. Insurance coverage under the District's insurance for active employees shall continue through July 31, if permitted by the terms of such insurance.

b. Retiree will be paid at their pre-retirement rate of pay, less the 6% PERS pickup.

c. Retiree will retain one (1) day of sick leave for each month worked, beginning the first month after their retirement date, and ending with the month in which the work is completed or June 30, (whichever comes first), but will not be eligible for any other District paid leaves.

d. Retirees will not have access to professional growth or professional improvement funds.

e. The PAT/PPS collective bargaining agreement may contain other pay or insurance provisions that apply. A Retiree performing duties such as coaching or advisor work following their retirement date is paid pursuant to the District/PAT collective bargaining agreement and time spent performing such extra work counts as hours for the purpose of the PERS maximum hours calculation.

f. For purposes of clarifying the language under the PAT/PPS collective bargaining agreement regarding the Early Retirement Incentive Stipend ("ERI"), a Retiree will begin to receive the ERI upon retirement, which means "separation from service" under Internal Retirement Code Section 409A. The ERI is intended to comply with the requirements of Code Section 409A, and will be interpreted in a manner consistent with the intent.

15.4.5 This new employment relationship between the District and the reemployed Retiree will end on the last day of the work year in June. In no event will the Retiree's reemployment extend beyond June 30.

15.4.6 Promise of employment as a Retiree after the end of the contract year in which they retire is neither stated nor implied.

ARTICLE 16
EXTENDED RESPONSIBILITY

16.1 Professional educators with an extended responsibility assignment as set forth in Appendix B, attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation.

16.2 Extended responsibility pay is for activities and responsibilities performed, primarily outside the standard workday. It is understood that, except for those that are extensions of the classrooms or job assignment, extended responsibility pay positions are voluntary. Extended responsibilities may require work outside of the standard workday and/or work year. If there is a desire to change or increase these requirements, the District or Association must refer the changes to the extended responsibilities committee. Only mutually agreed upon changes shall be implemented.

16.3 Extended responsibilities that are an extension of the assignment are indicated in Appendix B by (*). Such extended responsibilities shall be required and shall be automatically calculated in the professional educator's salary. If the school does not have a regular classroom assignment (e.g., no newspaper class), the extended responsibility would not be included under this section. In such cases, the extended responsibility would be voluntary. Extended responsibilities that are an extension of the assignment as indicated in Appendix B by (*) are covered by Article 8.

16.4 When part-time professional educators hold an extended responsibility, the percentage of the extended responsibility shall be determined by the portion of the responsibility for which they are responsible. For example, a .5 FTE professional educator who is responsible for a full coaching extended responsibility shall be paid 100% of the extended responsibility rate. However, a .5 FTE TOSA shall receive .5 of the extended responsibility rate with the expectation that they perform .5 of the extended responsibility duties.

16.5 Professional Educators shall not be required to participate in non-district sponsored activities as a prerequisite to being placed in extended responsibility positions.

16.6 Professional Educators may request information regarding the general expectations for the extended responsibility assignment before accepting the assignment.

16.7 The Extended Responsibility Base rate shall be the BA+15, step 1 rate. All extended responsibility percentages in Appendix B shall be calculated using this base rate.

16.8 Placement on the extended responsibility schedule shall be based on prior experience in the particular position. However, experience in a category with more than one level shall apply to another level (e.g., vocal music A and B). Experience as an assistant coach shall not be counted toward experience as a head coach.

16.9 Experience credit shall be given for each year in a particular extended responsibility position.

16.10 With the exception of extended responsibility positions that are an extension of the classroom or assignment, extended responsibility positions are voluntary, but when filling these positions, the District will give first priority to current bargaining unit members.

16.11 Educators who volunteer and are approved to lead student affinity groups before school, during student-lunch times, or after school shall be provided a release period or Extended Responsibility at 3% of the base salary. Bargaining unit members who co-lead an affinity group will receive a prorated extended responsibility pay. The district shall dedicate funding for affinity groups. The affinity groups will be determined by the administrator based on the student population, needs, and interest within each school. Whenever practical, affinity group providers should mirror the affinity population of students.

16.12 Training for Coaches

The District may require the current hours of online training units and completion deadlines for coaches as long as the coaches can direct when the online training takes place. If other online training is required,

coaches shall be paid at the professional educator's hourly rate, or at the BA+~~0~~ 15 step 1 hourly rate for bargaining unit members who have an ER assignment but no additional classroom/job assignment as a PAT bargaining unit member (ER-only bargaining unit members). Training for coaches other than self-directed online training is voluntary and paid at the professional educator's hourly rate, or at the BA+~~0~~ 15 step 1 hourly rate for ER-only bargaining unit members.

16.13 Extended Responsibilities Committee

16.13.1 A joint committee of six (6) members, three (3) designated by the Association and three (3) by the District, shall be formed within 90 days of the ratification to review the extended responsibility schedule (Appendix B).

16.13.2 This Committee is expected to:

16.13.2.1 review and/or develop current job descriptions for all extended responsibilities positions, starting with the technology coordinators and TOSA job descriptions;

16.13.2.2 develop a comparison of the extended responsibilities pay with comparable positions in other school districts in the Portland metropolitan area, starting with the athletic director and head coaches' positions;

16.13.2.3 develop a classification system for extended responsibilities taking into consideration the number of students, number of events, hours worked and length of season;

16.13.2.4 make recommendations to the Superintendent and the Association President in the rate of pay based on the classification system developed above;

16.13.2.5 make recommendations to the Superintendent and the Association President for deletions, additions and changes to the list of position on the extended responsibilities schedule; and

16.13.2.6 develop a system to review requests to add new extended responsibilities positions or to change the rate of pay for current positions based on the point systems developed above.

16.13.3 Recommendations from the Committee will be considered in the 2025 successor bargaining unless the parties mutually agree otherwise.

ARTICLE 17
LEAVES

17.1 General Provisions

17.1.1 Leave Applications

17.1.1.1 All applications for and approval of leaves shall be in writing.

17.1.1.2 Leave applications must be made to the appropriate leave category (e.g., sick leave, family illness leave, personal leave, bereavement leave).

17.1.1.3 Paid and unpaid leaves for professional educators set forth in this Article are intended to be used only for their intended use.

17.1.1.4 A leave day is equal to eight (8) hours of leave time. Professional educators shall not be required to use leave time when missing the staff meetings or training sessions that are beyond the workday as described in Section 7.13.1.1.

17.1.2 The District shall comply with Federal, State and local laws regarding leaves, including but not limited to the Family and Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA), the "School Employee Sick Leave Statute" ORS 332.507, and the "Sick Time Statute" ORS 653.601 – 653.616, and the Paid Leave Family Medical Leave Insurance Law (PLO) ORS 657B.

17.1.3 All PPS Leave Guidelines made available to PAT members shall conform with the provisions of this article and shall not include guidelines/information about other bargaining groups/non-represented employees unless clearly labelled as such.

17.1.4 Professional educators shall have the right to choose whether they wish to supplement PLO benefits with pro-rata share of their accrued sick leave to fully replace their pay.

17.1.5 Employees who need leave for reason that qualify under OFLA/FMLA, PLO or for reasons related to domestic violence, sexual assault, harassment, or stalking may choose to apply for PLO benefits.

17.2 Paid Leaves

17.2.1 Sick Leave

17.2.1.1 Accumulation

a. Professional educators shall be granted at least ten (10) days sick leave which includes the statutory requirement during each school year. Such sick leave shall be credited to said professional educators on the first contract day of the school year. Professional educators who begin service after the beginning of the school year shall receive one (1) day of sick leave for each payroll month remaining in the school year with all such days being credited on the professional educator's first day of employment.

b. A professional educator who uses their annual sick leave accrual and subsequently resigns for reasons other than illness or retirement prior to completing the work year, shall be obligated to refund the District an amount equal to one (1) day sick leave for each month not worked. The District shall deduct such amount from any final pay due the professional educator.

c. Professional educators on extended work year and/or Summer School shall be credited with one (1) additional sick leave day for each additional twenty (20) days worked not to exceed a total of twelve (12) days of sick leave credit per fiscal year.

d. The total unused sick leave days can be accumulated and shall be unlimited in accordance with state statutes.

e. A professional educator who has accumulated sick leave during employment in another Oregon school district shall be entitled to transfer any accumulated sick leave from such district upon proper verification. The transfer of sick leave accumulated with another Oregon district shall be effective when the professional educator has completed thirty (30) working days in the District.

f. Professional educators who have exhausted their accumulated sick leave may choose to use any accrued, unused family illness days, as provided in 17.2.2, for any purpose for which they could use sick leave.

g. When a professional educator has exhausted their sick leave, they shall receive additional leave equal to one (1) day for each school year of at least 135 days of service in this district at two-thirds (2/3) of their daily rate under their basic salary. Credit for any year can only be utilized once.

h. Professional educators shall not be credited with any sick leave with respect to periods during which they are on an unpaid leave of absence from work with the District of more than one (1) month duration.

17.2.1.2 Utilization

a. Professional educators who are absent because of personal illness or medical/dental appointments shall receive compensation during such absence in accordance with provisions pertaining to sick leave allowances.

b. A professional educator working an extended contract beyond the normal school year or during Summer School, may charge absences due to personal illness to their sick leave account. The District shall pay the cost of any required substitute.

c. Professional educators on any extended leave (more than one (1) month) will not be charged with days of sick leave or paid for days of illness during such leave, except when an illness or injury is the factor which entitled the professional educator to the leave in question.

d. In addition to receiving paid leave benefits under the PLO program or District's approved equivalent plan, a professional educator may charge against their accumulated sick leave following the birth, adoption, or foster care placement of a child to achieve replacement of their pay. If the professional educator has accumulated sick leave remaining after exhausting PLO benefits, they may also use that to continue in paid status, up to the amount provided in Article 17.4.3. The professional educator is entitled to all benefits guaranteed under the FMLA and/or OFLA and PLO which may exceed this provision.

e. A professional educator's accumulated sick leave shall not be charged on days designated as paid holidays under this Agreement, or when an absence was directed by the District.

f. The District shall maintain a sick leave bank for use by professional educator who have exhausted their accumulated sick leave. Use of this leave shall only be in accordance with the sick leave bank guidelines. The Association can solicit voluntary contributions up to four thousand (4000) hours per year. Use of the sick leave bank will be monitored through the contract administration process. Employees will be eligible to use the sick leave bank to achieve replacement of their pay while utilizing PLO benefits.

g. A professional educator may use sick leave in one-hour increments or in per-day units.

17.2.2 Family Illness Leave

17.2.2.1 In addition to receiving paid leave benefits under the PLO program or District's approved equivalent plan, professional educators shall receive up to forty (40) hours or five and one third (5.33) days family illness leave per school year with pay in case of illness of a member of the professional educator's immediate family. This leave can be used in lieu of or in addition to PLO family leave benefits or to achieve replacement of their pay while receiving PLO benefits. Professional educators who commence employment after the end of the first semester shall be

entitled to one and one-half (1-1/2) days of family illness leave.

17.2.2.2 Inherent in use of this leave is that care or attention by the professional educator is needed. In the event emergency conditions arise, an extension of family leave shall be determined upon individual merit by the Superintendent.

17.2.2.3 "Immediate Family" shall be interpreted to mean spouse, domestic partner (as defined in Appendix C), children, parents, brothers, sisters, mother-in-law, father-in-law, grandparents, grandchildren, stepparents, stepchildren, stepsiblings or other persons who regularly live in the professional educator's home, and any other family member as defined under ORS 657B.010.

17.2.2.4 In addition to receiving paid leave benefits under the PLO program or District's approved equivalent plan, and after utilizing the available days for family illness leave, the professional educator may charge against their accumulated sick leave when additional time is needed to provide care for a member of the professional educator's immediate family.

17.2.3 Absence due to Injury on Duty

The District shall pay to any professional educator who is unable to work due to an on-the-job injury the difference between their salary benefits received by the professional educator under the Oregon Worker's Compensation Law and their normal salary. This differential pay shall apply when the absence is due to a compensable injury as defined in ORS Chapter 656 and shall be paid for the period when worker's compensation benefits are paid but not exceeding 180 days for one injury. Absence due to such compensable injury shall not be charged against the professional educator's accumulated sick leave. For other periods of work-related injury absence, charge will not be made against the professional educator's accumulated sick leave. In the event differential payment is made by the District and the absence of the professional educator is subsequently determined to be non- compensable, charge will be made against the professional educator's accumulated sick leave, if the absence so qualifies, and the professional educator shall be obligated to reimburse the District for payments received in excess of accumulated sick leave time.

17.2.4 Absence Due to Quarantine or Isolation

An employee's absence from work as a result of direction from public health official to implement quarantine or isolation to prevent the spread of the communicable disease shall not be charged against the employee's sick leave and the employee shall suffer no loss in pay. Quarantine or isolation pay will not extend past the standard quarantine or isolation period established by the local public health authority. If an absence due to quarantine or isolation exceeds thirty (30) days, the employee must use their sick leave.

To qualify for quarantine or isolation pay under this Section, an employee must be fully vaccinated (if a vaccine is available) as defined under guidelines set by the federal and state health authority, including any boosters.

17.3 Other Paid Leaves

17.3.1 Bereavement Leave

Professional educators shall be granted bereavement leave with pay for each death as follows:

17.3.1.1 One (1) day to attend a funeral or memorial service because of the death of a friend or relative. An additional day shall be granted when travel beyond the one day is required.

17.3.1.2 Four (4) days because of death in an immediate family; six (6) days in case of parent, spouse, domestic partner, or child). "Immediate family" shall be interpreted to mean spouse, domestic partner (as defined in Appendix C), children, parents, grandparents, grandchildren, mother-in-law, father-in-law, brothers or sisters, stepparents, stepchildren, stepsiblings; and also any person regularly living in the home of the professional educator for whom the professional educator was responsible.

17.3.1.3 In addition, professional educators may use up to six (6) days of accrued and unused leave for the death of an immediate family member, in the order determined by the employee. In the

event a professional educator has exhausted all forms of paid accrued leave, the professional educator shall be able to use up to six (6) days of unpaid leave. The total number of combined leave days for bereavement will not exceed ten (10) days. An employee may apply for other unpaid leave if needed.

17.3.2 Personal Leave

17.3.2.1 Each professional educator shall be entitled to three (3) days leave without loss of pay for personal business. Professional educators who commence employment after the end of the first semester shall be entitled to one (1) day of personal leave.

17.3.2.2 Except in cases of emergency, the request for such leave shall be made one (1) week in advance in writing.

17.3.2.3 It is expected use of such leave will be limited to situations which the professional educators cannot address at times other than during the workday.

17.3.2.4 Professional educators may use this leave for religious observances when attendance is mandatory during the workday.

17.3.2.5 This leave shall not be used for vacation or recreational purposes.

17.3.2.6 Unused personal leave shall not accumulate for use in another school year.

17.3.2.7 Also see unpaid personal leave in 17.4.2.

17.3.3 Mandatory Court Appearance

17.3.3.1 When a professional educator is required to appear as a witness in court, the District shall authorize such absence without loss of pay. If the professional educator receives a witness fee, such fees shall be turned in to the Business Office. In cases where the professional educator is a party to the action, their absence will be personal leave without pay or, at the professional educator's election, leave days provided in C.2 may be used therefore.

17.3.3.2 A professional educator required to appear in court as a party with the District shall be released without loss of pay. If a professional educator is subpoenaed to appear in court as a third-party witness because of their job duties outside of the contract year, they shall receive their per diem hourly rate of pay. Witness check fees shall be signed over to the District.

17.3.4 Jury Duty

Professional educators subpoenaed for jury duty shall be excused for that purpose without loss of pay provided that, when the professional educator receives their jury fee, said fee shall be sent to the Business Office. On days when the professional educator is excused from jury duty they will report to their work assignment provided they are able to do so before the end of the lunch period.

17.3.5 Professional Leave

17.3.5.1 At the beginning of each school year, each professional educator shall be credited with two (2) accumulative days to be used for professional leave. However, a professional educator may not use more than four (4) of these days in any year. Professional leave may be used for the following:

a. visitation to view instruction techniques or exemplary programs.

b. conventions, conferences, workshops or seminars related to PK-12 education, racial equity, climate justice, or the professional educator's assignment with the District.

17.3.5.2 The professional educator shall inform their supervisor by submitting a leave request at least one (1) week in advance.

17.3.5.3 The professional educator may be required to file a written report within one (1) week of attendance at such convention, visitation, conference, workshop or seminar.

17.3.5.4 Participation by a professional educator in activities on the statewide in-service day shall not be counted against professional leave days.

17.3.5.5 If the length or location of a convention, conference, workshop or seminar requires the professional educator to be in attendance more than two (2) school days, the professional educator may use their personal leave.

17.3.6 Leave for service to education-related state agencies.

Professional educator who are appointed to serve non-paid on education-related state agencies shall be released for meetings/hearings/reviews without loss of pay. The District shall provide substitutes for such professional educators.

17.4 Unpaid Leaves

17.4.1 Requests for a full year unpaid Personal, Exchange, or Career Development leave of absence (whether part-time or full-time) for the next school year must be submitted to Human Resources prior to February 1 or the leave will not be approved, except in extenuating circumstances where such leave requests will not be unreasonably denied.

17.4.2 Personal Leave

17.4.2.1 Professional educators shall be entitled to three (3) days unpaid leave per year for personal reasons. Except in cases of emergency the request for such leave must be made one (1) week in advance in writing.

17.4.2.2 Also see paid personal leave in 17.3.2.

17.4.2.3 Full-year Unpaid Personal Leaves

A personal leave of absence of one (1) year shall be granted to a contract professional educator upon application prior to the deadline in 17.4.1. At the District's discretion one (1) additional year may be granted. Unpaid year-long personal leaves shall not be granted for professional educators to seek employment in other Portland metro area school districts. There shall be a cap of twenty (20) unpaid personal leaves per school year. Applications received by February 1 shall be selected in order of seniority in the District.

For unpaid year-long personal leaves of absence for contract professional educators only, the return from leave language in Section 17.5 would be modified as follows. The contract professional educator would be unassigned from their previous assignment and would be subject to reassignment in the transfer process. Such contract professional educators would be able to participate in the spring staffing process as an unassigned professional educator.

17.4.2.4 An unpaid personal leave of absence of up to one (1) year may be granted to a probationary professional educator upon application. At the District's discretion, one (1) additional year may be granted. Probationary professional educators approved for unpaid leaves of absence shall follow the return from leave language in Section 17.5.

17.4.3 Child Care Leave

17.4.3.1 A child care leave (maternity, paternity or adoption) shall be granted for any period up to one (1) year. Other child care leave may be granted for up to one (1) year. A professional educator requesting such leave shall give at least thirty (30) days written notice except in extenuating circumstances. Requests for a full year leave beyond the first full school year must be made prior to February 1 or the leave will not be approved, except in extenuating circumstances where such leave requests will not be unreasonably denied. The provisions of ORS 342.840 shall apply to probationary unit members. This leave provision shall not apply to temporary professional educators. Professional educators may utilize Paid Leave Oregon benefits if the child care leave qualifies under Paid Leave Oregon regulations.

17.4.3.2 The District may require that the expiration of child care leaves coincide with the natural breaks in the school calendar so that the educational continuity is maintained.

17.4.4 Exchange and Other Teaching Leaves

17.4.4.1 A leave of absence of up to two (2) years may be granted to a contract professional educator upon application, for the purpose of participating in:

a. Exchange Teaching Programs

b. Foreign Military Training Programs

c. Peace Corps

d. Teacher Corps

e. Job Corps

f. VISTA

g. Institutions of Higher Learning

17.4.4.2 The professional educator must provide evidence of enrollment in ~~be~~ a full-time program and state their intention to return to the District.

17.4.5 Unpaid Career Development Leave

A leave of absence of up to one (1) year (must be at least one full term) may be granted to a professional educator upon application for the purpose of career development reasonably related to their professional responsibilities. At the District's discretion one (1) additional year may be granted.

17.4.6 Study Leave

17.4.6.1 Up to ten (10) FTE study leaves with District paid insurance shall be granted yearly.

17.4.6.2 Requirements and Procedures for Study Leaves

a. Application forms will be available in the Human Resources Department and in the Office of the Association.

b. Each candidate for study leave must inform their principal or immediate supervisor.

c. Completed applications shall then be sent to the Human Resources Department.

d. Completed applications with all necessary information for fall semester for full year study leaves must be filed by the second Monday in February preceding the year of study leave. Such applications for study leave for Spring Semester must be filed by the second Monday in October preceding the Spring Semester.

e. Each applicant must submit an explicit outline of the study and proof of enrollment. The professional educator must maintain a minimum of twelve (12) quarter or equivalent semester hours each term for a full-time leave or pro-rated for part-time leave while on leave. The applicant must give their signed assurance that the plans are or are not conditional or dependent upon unresolved grants or other limited factors.

f. Professional educators requesting study leaves of absence must submit with the application for such leave a current health form provided by the District for this purpose, properly filled out and signed by a duly licensed physician attesting to the professional educator's satisfactory health.

g. Study leaves will not be considered a break in consecutive service for the purpose of calculating salary schedule placement, seniority or retirement credit.

h. Educators that have a minimum of three (3) years at the District are eligible for a Study Leave.

i. Study leaves are granted in order of seniority if they meet the three (3) years of service at the District minimum requirement.

j. Any member denied Study leave will have the right to appeal the denial to Employee and Labor Relations for reconsideration of the application.

17.4.6.3 Status While on Leave

a. A professional educator on study leave shall be considered to be in the employ of the District but is not performing work on behalf of or serving as an agent of the District while on leave.

b. A professional educator on study leave shall retain all rights of contract status, retirement, insurance, sick leave, and automatic increases in salary as if they were working during the period of leave. A study leave shall be counted as a year of service and experience on the salary schedule.

c. In case of injury to, or other illness of the professional educator during leave which prevents their completing the purpose of the leave, the study leave will be terminated and all provisions for sick leave will apply. These provisions will take effect on the first day of the next pay period following notification of illness to Human Resources and the Superintendent, verified by a medical report.

d. After illness or injury as in Paragraph (3), upon release by appropriate medical authority the employee shall, when possible, be returned to regular duty for the remainder of the school year or shall be reinstated on study leave.

17.4.6.4 Status Upon Returning from Study Leave

a. A professional educator taking a study leave who wishes to return to their worksite must have so indicated on the application form at the time the professional educator applied for the leave. In such case, a professional educator replacing the member on study leave shall be subject to re-assignment at the conclusion of the leave. If the professional educator has indicated in writing at the time of the application that they doesn't wish to return to their worksite, they shall be considered as an unassigned professional educator as described in Article 18: Transfers.

b. Upon returning from study leave to their position, the professional educator is subject to transfer according to the provisions of Article 18: Transfers.

17.4.7 Military Leave

17.4.7.1 Military leave of absence, including participation in the reserves, shall be granted to any professional educator who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States.

17.4.7.2 Experience credit will be granted to persons on military leave in accordance with ORS 408.270.

17.4.8 Association Leave

17.4.8.1 A leave of absence for up to five (5) years for the President of the Association and up to four (4) years for two (2) additional positions shall be granted to a professional educator upon application by the Association for the purpose of serving as an officer of the Association or on its staff. The District shall continue to pay such professional educator(s) and provide benefits in the normal manner but will be reimbursed by the Association for the cost of salary and fringe benefits. Upon completion of such leave, a professional educator will be returned to the previous school or program if there is a vacancy within that professional educator's licensure. When no such vacancy is available, the professional educator will be returned as unassigned. Upon return from such leave a professional educator shall be placed on the salary schedule as if they had been working each year of the leave. A released time PAT officer shall be considered "competent" in the grade level/subject held prior to taking Association leave.

17.4.8.2 The Association agrees to consider carefully each request for release time for professional educator. Although leaves for short terms without loss of pay may be granted upon recommendation of the Office of the Superintendent or designee, the District will not pay for substitutes to cover classes while members are away from their classes on business of the Association. The Association shall pay the cost of such substitutes upon receipt of billing from the District Business Office.

17.4.9 Political Leave

A leave of absence for up to two (2) years with up to an additional two (2) years upon request shall be granted to any contract professional educator, upon application, for the purpose of campaigning for, or serving in, public office.

17.4.10 Other Leaves

17.4.10.1 When the schools and school offices are officially closed by the Superintendent, all professional educator shall be paid in accordance with the law.

17.4.10.2 Unit members who are assigned to tasks outside their regular responsibilities shall not have this time charged to any leave category.

17.4.10.3 The District, at its discretion, may extend leaves or grant other leaves requested by professional educator.

17.5 Return from Leave

17.5.1 A professional educator taking a leave for up to one (1) school year may return to their previous position unless the position has been discontinued. Professional educators taking leaves for more than one (1) school year may be subject to reassignment. A professional educator taking a leave for more than one (1) school year may return to their previous position upon approval of the District.

17.5.2 Professional educators are expected to return from an unpaid leave of absence. A professional educator returning from an unpaid leave due to disability shall, upon request, submit a written statement from a qualified physician attesting to the professional educator's ability to resume their duties.

17.5.3 A professional educator shall be returned to employment on the first workday, during the regular school year, following the expiration date as set forth in the Board action approving the professional educator leave. A professional educator returning from an unpaid exchange or other leave, or unpaid leave of less than one-half (1/2) of the school year, or a paid leave shall be placed on the salary schedule as if they had been teaching during said leave. A professional educator returning from any other form of unpaid leave (more than one-half (1/2) of the school year) shall be paid at the next step on the current salary schedule above the one occupied during the last full work year prior to commencement of the leave; provided that, should the professional educator return in the same school year in which the leave commenced, the professional educator shall be placed on the salary step held at the beginning of the leave.

17.5.4 All accumulated unused sick leave, and credits toward study leave eligibility and all other accrued benefits at the time a professional educator commences a leave of one (1) or more months duration shall be restored upon return to work.

ARTICLE 18
TRANSFERS

18.1 Assignment Notices

18.1.1 "Assignment" is defined as the bargaining unit position in which a professional educator is placed.

18.1.2 "Transfer" is defined as a change from one assignment to another.

18.1.3 For purposes of determining competence under this Agreement, "subject" shall be defined in accordance with Appendix D. Competence is defined in Section 20.2.2.

18.1.4 A professional educator shall not be assigned to a position outside of their licensure and competence except by mutual agreement between the professional educator, and the District.

18.1.5 Before the internal job fair, administrators will either publish their initial assignments or notify staff in writing of their tentative assignments for the coming year. Professional educators shall be promptly notified in writing of any assignment changes that occur during the summer recess period.

18.2 Notice of Resignation/Vacancies

18.2.1 If a professional educator gives written notice of resignation (excluding resignation in lieu of termination, non-renewal or non-extension) or retirement effective at the end of the current school year no later than January 15th, the professional educator will receive $1250. If a professional educator gives such written notice no later than February 15th, professional educator shall receive $700. Such payment shall be received in the professional educator's final paycheck.

18.2.2 When written notice is received by a supervisor that a professional educator is resigning or transferring and will no longer occupy a position for the subsequent school year, the supervisor will promptly forward said notice to the Human Resources Department which will determine and validate that a vacancy exists. A vacancy shall be deemed to exist if the position is continuing for the subsequent year, or when a new position is created by the District.

18.3 Posting Procedures

18.3.1 As the District prepares to fill vacancies for the subsequent school year, prior to the consideration of external applicants, a posting of such vacancies, including special assignments, shall be made by the Human Resources Department.

18.3.2 Such vacancies shall be posted for a minimum of five (5) workdays. Posting is not required for vacancies to be occupied by unassigned professional educators, or to be occupied by other administrative transfers. Positions previously posted for which there were no qualified internal applicants need not be posted again.

18.3.3 Postings shall contain a description of the expected assignment (e.g., chemistry/biology, third grade, SLC-B, etc.) Preferred skills, training, experience and methodologies to be considered may be identified. Other desired building needs may also be included.

18.3.4 Professional educators shall have five (5) working days from the date of initial posting to consider posted vacancies.

18.3.5 The five-day posting requirement shall be waived after June 1st. After June 1, professional educators may make application for posted positions as they become available. Professional educators who have applied for positions prior to the closing date indicated on the posting will be given consideration as outlined in accordance with this Article. Such positions shall be posted for a minimum of three (3) workdays.

18.3.6 New vacancies in ongoing positions which become known after July 31st of the standard school year shall not be subject to the posting requirements in Section 18.3.5. Newly created positions are subject to the posting requirements in Section 18.3.5.

18.3.7 Positions which are filled temporarily during the school year must be posted for the subsequent school year if the position continues, unless a position is to be occupied by a professional educator returning from a leave of absence as per Section 17.5.1 or to be occupied by an administrative transfer. A temporary professional educator who has been assigned to the position for forty-five (45) days or more may apply only for the position held during the internal job fair.

18.4 Filling of Vacancies

18.4.1 The following shall apply to the filling of vacancies which occur after July 31st :

18.4.1.1 Current professional educators or newly hired professional educators are no longer eligible for educator-initiated transfer per section 18.5 during that school year. Administrator initiated transfers per section 18.6 remain an option.

18.4.1.2 Substitute teachers may be hired. Hiring the incumbent substitute as a temporary professional educator shall result in retroactive status to their first day in the assignment.

18.4.1.3 Hiring a new temporary professional educator.

18.4.2 Vacancies due to long-term absences of the incumbent professional educator shall be filled as follows:

18.4.2.1 Those of forty-five (45) workdays or less will be filled by substitute teachers.

18.4.2.2 Those of more than forty-five (45) workdays will be filled as follows:

a. If the length of the absence is not known at its beginning, the substitute shall become a temporary professional educator if retained beyond forty-five (45) workdays. In such assignments, the temporary professional educator may be released at a normal break in the school year to allow for continuity of instruction as the regular professional educator prepares to return to the assignment.

b. If a specific ending date beyond forty-five (45) workdays is known at the beginning of the leave, a temporary professional educator shall be hired on the first day.

18.4.3 If qualifications are found to be equal, unit members requesting voluntary transfers shall be chosen over outside applicants.

18.4.4 Letters of Intent

18.4.4.1 Prior to the initial external phase, the District may hire or issue letters of intent to external candidates for hard-to-fill vacancies and to professional educators of color provided:

a. Job applicants receiving a letter of intent or job offer shall be considered external candidates, and shall not receive an assignment until after the internal job fair;

b. Job applicants receiving a letter of intent or job offer shall be placed in a position after current educators have received their assignment; and

c. Job applicants receiving a letter of intent or job offer shall not cause any professional educator to be unassigned or laid off.

18.5 Professional Educator Initiated Transfer

18.5.1 Professional Educator initiated transfers are those in which a professional educator requests a transfer from one assignment to another.

18.5.2 A professional educator may initiate a transfer by applying for a posted vacancy. A professional educator who files a transfer request for a posted position shall be subject to assignment in the position unless the professional educator notifies the supervisor by the end of the second day following the interview that the professional educator is no longer interested in the assignment.

18.5.3 A professional educator who accepts a transfer is not eligible to apply for a subsequent transfer in the same year. Professional educators who were unassigned and either accepted a position or were placed in a position, during the internal transfer process, retain the right to apply for posted vacancies in the external round.

18.5.4 Voluntary Unassignment with Rights

A professional educator who has served in a building assignment for five (5) or more years may volunteer to be placed on the unassigned list along with other professional educators who are unassigned pursuant to Section 18.6.1 of this Article. Such volunteers shall be considered for voluntary administrative transfer. If no mutually agreeable voluntary administrative transfer occurs, they shall be continued in their present position.

18.5.5 A professional educator making a timely transfer request shall be promptly notified when they are no longer under consideration. Professional educators with five (5) or more years of service with the District shall be interviewed except that in no case will a supervisor having three (3) or more vacancies be required to interview more than three (3) applicants for each vacancy. A supervisor with fewer than three (3) vacancies will not be required to interview more than five (5) applicants for each vacancy.

18.5.6 A part-time assignment which is identified as full-time for the subsequent school year may be filled by the incumbent professional educator after the internal job fair if mutually agreed by the professional educator and the District, without posting as long as unassigned professional educators who are properly licensed for such assignment have positions.

18.5.7 Professional educators on a Plan of Assistance which will continue into the subsequent school year may request a transfer to a posted vacancy. Professional educators on a Plan of Assistance shall not normally be approved for transfers. However, there may be occasions when a transfer into a more suitable assignment makes sense. If a transfer is approved, the Plan of Assistance shall continue in force, and the professional educator will not cite any additional work or adjustment required by the transfer as reason why expectations of the program cannot be accomplished according to the program timelines.

18.5.8 Two professional educators may trade assignments by transferring when approved by the responsible administrators and the Human Resources Department.

18.6 Administration Initiated Transfers

18.6.1 When the administration is of the opinion that a professional educator should be transferred the situation shall be discussed with the professional educator. All reasonably practicable efforts will be made to effect a suitable re-assignment fairly and objectively, including consideration of the professional educator's preference. A professional educator will be notified of the new assignment through consultation as soon as possible but at least seven (7) calendar days prior to the transfer date. Except in the annual staffing process in 18.6.2, an administrative transfer shall not result in a professional educator being "unassigned".

18.6.1.1 A professional educator who is administratively transferred to a different worksite and assignment or to a different grade level at the elementary level during the Summer Break, exclusive of the traditional spring round of transfers, shall be provided two (2) planning days to prepare for the new assignment.

18.6.1.2 A professional educator who is administratively transferred to a different worksite and assignment or to a different grade level at the elementary level after the work year has begun, exclusive of the traditional spring round of transfers, shall be provided two (2) planning days to prepare for the new assignment.

18.6.1.3 A professional educator who is assigned to a different subject area at the middle or high school level after the work year has begun, shall be provided two (2) planning days to prepare for the new assignment.

18.6.1.4 A professional educator who is relocated to a different room within a building after the work year has begun shall be provided one (1) planning day to prepare for the new assignment.

18.6.1.5 Such additional planning days shall be provided each time a professional educator is administratively transferred or relocated as described above.

18.6.1.6 Professional educators other than teachers shall discuss with their supervisor the revision of their schedule of activities to provide equivalent amounts of preparation time to that specified above.

18.6.1.7 Professional educators who are granted planning days to prepare for new assignments as described above shall have the option of receiving substitute time during the work year, or being paid at the professional educator's per diem rate of pay to complete the work outside of the work year or work day.

18.6.2 In the event that a tax base or levy failure, declining enrollment, program change, or change in funding results in reduction of staff in a building or program area, transfer of staff will be based on educational criteria as described below with respect to the program requirements as determined by the District. Volunteers will first be requested and considered from among the appropriately licensed professional educators. Such volunteers shall be selected for transfer if they are from within the grade level(s) or subject matter area(s) where the positions are to be eliminated provided the volunteer(s) are not on a Plan of Assistance. In the absence of volunteers, the professional educator having the least seniority in the District shall generally be transferred. Exceptions to seniority may be made by the responsible administrator based only upon any of the following criteria: with the understanding that reference to a professional educator in 18.6.2.1 – 18.6.2.6 refers to within a given job classification, such as Teacher, Social Worker, School Psychologist, Student Services Specialist, Child Development Specialist, and Audiologist:

18.6.2.1 The professional educator(s) being retained has/have unique licensure for a specific existing assignment being considered;

18.6.2.2 Gender Presentation/Gender Identity balance: Transfer of a professional educator would decrease the building's percentage of under-represented male or female or transgender/nonbinary/gender non-conforming professional educator to less than thirty percent (30%) (or primary/intermediate/upper grades percentage in an elementary building);

18.6.2.3 Racial balance: If transfer of a professional educator would decrease the building's percentage of minority teachers to less than the student minority percentage in the building or below the percentage of minority professional educators in the District;

18.6.2.4 That professional educator being retained has bilingual (or multilingual) ability relevant to the assignment (See Appendix I);

18.6.2.5 The professional educator(s) being retained has an extended responsibility assignment as defined in Appendix B which is an extension of a classroom subject taught (e.g., drama, forensics, music, yearbook, newspaper) or is a department chairperson, head teacher or unit leader; or

18.6.2.6 Up to five (5) (with no more than three (3) in athletics) professional educator(s) at the high school level being retained has an extended responsibility assignment as defined in Appendix B. Such designation shall be done at each high school prior to the time of the initial posting for the next school year. A subsequent designation may be made in the event a professional educator transfers by applying for a posted position or resigns, but in no event will the number exceed that specified in each classification in this paragraph. The positions so designated must be only at the highest level of a given extended responsibility category and are those typically found at District high schools. "Highest level" is defined as the following extended responsibility positions:

a. Head Coach
b. Activities Director
c. Varsity Cheer
d. Testing
e. TAG

18.6.3 It is understood for purposes of Section 18.6 that Child Development Specialists, School Psychologists, Student Services Specialists, School Social Workers, and Audiologists are to be treated as individual classifications rather than as a part of the building teaching staff. The transfer process for school psychologists is included in Appendix J.

18.6.4 The District's annual internal transfer process will include a Job Fair. Any contract or third-year probationary professional educator may apply for a posted position in the internal transfer process. First year and second year probationary professional educators who are unassigned may also participate in the job fair. External applicants and temporary professional educators (except as provided in 18.3.7) may not participate in the internal transfer process.

18.6.4.1 The District shall hold a job fair where all building administrators with vacancies will be available for informal interviews with eligible educators for positions on the known vacancy list.

a) The job fair will occur outside of contract hours. The District will schedule the job fair to occur on two days, for at least three (3) hours each, or on one day for at least six (6) hours. Changes to the hours and days of the job fair may be made by mutual agreement with the Association.
b) Attendance at the job fair is voluntary and unpaid.
c) If an eligible educator is unable to attend the job fair, they may indicate their interest by communicating with the administrator with the vacancy by the end of the second day (or full day) of the Job Fair. This communication shall be considered in the same manner as an informal interview at the job fair.

18.6.4.2 The District will inform professional educators of the date(s) of the job fair at least one week in advance and shall post the known vacancy list three (3) days prior to the job fair. Posted vacancies will include the contact information for the administrator with the vacancy.

18.6.4.3 In years when the District is facing potential layoffs for licensed staff, the job fair may be waived by mutual agreement with the Association.

18.6.4.4 During the job fair, eligible educators will be given priority to interview for vacancies within matching areas of licensure, qualifications, and recency.

18.6.5 A professional educator who remains unassigned after the internal transfer process shall be transferred into a vacant position for which the professional educator is both licensed and competent prior to the consideration of applicants from outside of the District.

18.6.6 Following the internal transfer process, any professional educator may apply for any posted vacancy except a professional educator who has accepted a voluntary transfer under the provisions of Sections 18.5.2 – 18.5.3. Following the internal transfer process, a vacancy may also be posted externally unless there is an unassigned professional educator who is properly licensed and competent for such position.

18.6.7 If a professional educator has been administratively transferred under the provisions of 18.6.2 and a position for which the professional educator is qualified at their original school or program becomes available, the professional educator may be returned to that school under the provisions of 18.6.2. If such a position occurs while the professional educator is unassigned, the professional educator shall be returned to that school or program.

18.6.8 In the event of a merger of classes or programs from two (2) or more schools, the follow-the-student concept shall prevail. At least one week before the merging of the faculty list, the District will provide projections for enrollment and FTE at impacted sites/programs to all educators impacted by the merger. The impacted educator(s) will choose if they want to be assigned to the newly merged school/program or the current school/program for the staffing process. The faculty lists are merged for each impacted school/program, after the impacted educator's choice has been made. Professional educators from merged schools or programs will be compared equally using the criteria described in 18.6.2 in filling all the positions in the school. If there are not enough positions at the original school, then the regular unassignment process shall take place.

18.6.8.1 When a middle school is being formed, all the professional educators from the K-8 schools involved who have experience in grades 6-8 in the past five (5) years shall be included in the process for staffing the new school. The impacted educator(s) will choose if they want to be assigned to the K-5 school or the newly formed middle school for the staffing process. Eligible staff opting to be assigned to the newly formed middle school will be included in the merged faculty list for the newly formed middle school and will be compared equally using the criteria described in 18.6.2 in filling all the positions in the school; if there are not enough positions at

the newly formed middle school, the regular unassignment process shall take place

18.6.9 In the event of a school or program closure, professional educators of the open programs keep their positions and the faculty of the closed program will be offered the remaining open positions based on licensure and seniority. Usually there are not enough positions and the remaining professional educators are unassigned.

18.6.10 On occasion, the District may consider the transfer of a professional educator for reasons other than those set forth in paragraph 18.6.2. The following procedures shall apply when the reason for transfer is due to irresolvable differences between the professional educator and the supervisor:

18.6.10.1 The supervisor shall hold a conference with the professional educator for the purpose of discussing all the reasons for the perceived need for the transfer. This conference shall be for the purpose of information-sharing and problem-solving and shall not be used as a litigation preparation meeting. The professional educator may respond by making suggestions for addressing the concerns if the professional educator opposes a transfer. If a professional educator objects to the transfer, the professional educator and the supervisor will discuss options to resolve the issue including possible alternative placements.

18.6.10.2 A Human Resources Supervisor shall get involved if it appears the transfer may not be agreed to or if there is need for their help in finding a placement. At a minimum, if the issue is not resolved between the supervisor and the professional educator, the professional educator is entitled to a meeting with the Human Resources Supervisor.

18.6.10.3 By agreeing to participate in this counseling process, the professional educator also agrees not to contest the decision through the use of the grievance process.

18.6.10.4 In other types of involuntary administrative transfers under 18.6.1, a professional educator can appeal an administrative transfer to review by a Human Resources Supervisor who would have to approve the transfer before it can occur.

18.6.11 No professional educator shall be transferred for reasons that are arbitrary or capricious. An illustration of an arbitrary and capricious transfer would be one based on union activity. An illustration of an involuntary transfer decision which would not be arbitrary and capricious is a transfer due to a long-standing irresolvable conflict between a professional educator and supervisor. The involuntary transfer could not occur for any reason that would violate any provision(s) of this Agreement.

18.7 Professional educators are entitled to have an Association representative present during any meeting with an administrator concerning this process. The professional educator shall be given twenty-four (24) hours advance notice of any such meeting.

18.8 If a decision to transfer a professional educator is reversed by an arbitrator, the professional educator shall be reinstated to the building no later than the beginning of the next semester after the arbitration decision.

18.9 Job Sharing/Part-Time Work

Two (2) professional educators in the District, if both are full-time, can request consideration to transfer to an assignment on a job-sharing basis. Establishing or discontinuing job-sharing assignments shall be at the discretion of the building administrator or supervisor. A job-sharing assignment, if established, will continue for that school year unless one of the professional educators resigns. If one professional educator in a job-sharing assignment resigns from the District or transfers, the remaining professional educator shall have the right to be considered for assignment to the position on a full-time basis.

ARTICLE 19
BUILDING AND CLASSROOM MOVES

19.1. Professional educators shall have access to their worksite, supplies and time to sort, purge and pack as soon as possible but, at minimum, one (1) week after the end of the school year. Professional educators shall have access to their worksites to unpack and organize their rooms as soon as possible but, at minimum, one (1) week prior to their first work day. Materials and packed boxes moved by the District shall be delivered on site prior to the access date.

19.2. Professional educators who are required to move to a new school campus as a direct result of school closure, reconfiguration, conversion, merger, or relocation, of grade levels, programs or classes, and the subsequent resulting reassignment of staff, will be compensated by the District for each hour worked:

19.2.1 Up to eight (8) hours to pack and move personally-owned materials; and

19.2.2 Up to an additional eight (8) hours to move and unpack materials in the new classroom.

19.3 Unassigned professional educators who are required to move to a new school campus as a direct result of the school closure, reconfiguration, conversion, merger, or relocation, of grade levels, programs or classes will be compensated by the District for each hour worked:

19.3.1 Up to eight (8) hours to pack and move personally-owned materials; and

19.3.2 Up to an additional eight (8) hours to move and unpack materials in the new classroom.

19.4 Professional educators shall be compensated via extended hours at their hourly rate for each hour worked, up to a maximum of eight (8) hours, in the following situations where they are moving classrooms:

19.4.1 School closure, reconfiguration, conversion, merger, or relocation, of grade levels, programs or classes;

19.4.2 Bond work, construction, painting, or remodeling; or

19.4.3 Administrator-directed moves that occur after the school year has started, or if the professional educator is directed to move classrooms two school years in a row.

19.5 Extraordinary moves: professional educators who agree to sort, purge and pack extra supplies and equipment beyond the typical classroom situation (for example, but not limited to: the school library, theater, shop department, science labs, music, art or PE equipment) shall, prior to starting this work, have a discussion with their administrator about the estimated number of additional hours that would be involved beyond the hours provided in the above paragraphs. The professional educator and the administrator shall collaboratively agree to the number of additional hours to be used for this purpose. If agreement cannot be reached, the issue shall be submitted to OSP Leadership for resolution. The Association unit member will then track and submit those extended hours to their administrator for payment.

19.6 Unless otherwise agreed, professional educators are not responsible for packing and moving District-owned materials or equipment. Professional educators shall not be asked to move furniture and other heavy classroom items. The District is not liable for personal property of a valuable or sentimental nature left on school property if it is lost or damaged in the move. Boxes and packing materials shall be provided at least two weeks prior to the deadline to move.

19.7 Time to move shall be paid at the professional educator's per diem hourly rate of pay. Professional educators shall track hours spent as outlined in 19.1 – 19.4, and submit a record of that time to their administrator as extended hours for payment. In lieu of payment, the professional educator shall have a half (1/2) day substitute for each four (4) hours, at their option.

Note regarding Section 19.3.3. – Educator must be compensated if they are directed to move after the school year has started. Educator must be compensated if they are directed to move classrooms for two school years in a row. Example: If an educator is directed to move for the 2017-18 school year, they must be paid for any subsequent administrator-directed move if it is effective prior to the 2019-20 school year. (Educator moves classrooms for 2017-18. Principal can direct educator to move for 2019-20 school year without providing moving compensation. If the administrator directs the educator to move classrooms for the 2018-19 school year, the educator must be compensated for four (4) hours of moving time to pack and four (4) hours of moving time to unpack. If the educator is directed to move in 2018-19 and they are compensated, they would also have to be compensated if they were directed to move again in 2019-20).

ARTICLE 20
REDUCTION IN STAFF/LAYOFF

20.1 Notification of Reduction in Force/Layoff

20.1.1 In the event a layoff of professional educators is required during the course of the school year, the District shall notify the Association and the affected professional educators sixty (60) calendar days prior to the effective layoff date. If the layoff is to become effective the subsequent year, the District shall notify the Association as soon as the layoff decision is made.

20.1.2 Along with the notification, the District shall provide the Association with all relevant data, including but not limited to a seniority listing of professional educators in the areas of licensure or classification in which the layoff is required. The District shall schedule at least one (1) meeting annually with the Association to review the staffing process.

20.1.3. The District shall first determine the program(s) or area(s) scheduled for reduction or elimination.

20.1.3.1 The District shall provide an announcement to professional educators in those areas in which the layoff must occur, offering the opportunity for professional educators who would not otherwise be laid off, to voluntarily apply for one (1) year unpaid leaves of absence. A professional educator who volunteers for such leave and has ten (10) years of service with the District shall continue to receive District paid medical/dental benefits for up to one (1) year. Upon written request, such leave may be extended for an additional year providing the layoff condition remains in effect. Such professional educators shall have the same rights to return to the District as professional educators returning from leaves of absence.

20.1.3.1 The provisions of ORS 342.934(2) (a) and (b) relating to transferring professional educators and combining positions to avoid layoff shall apply.

20.1.4 Technology

If during the term of this Agreement bargaining unit positions are to be eliminated due to technology, the District will first notify the Association of such possibility and allow opportunity for discussions of other options which may be available, including retraining.

20.2 Lay-off

20.2.1 Except as required by ORS 342.934 as it pertains to cultural competency and linguistic ability, professional educators shall be laid off according to length of continuous service with the District provided that those professional educators who are retained are both competent or will qualify as competent, and hold necessary licensure from TSPC or necessary certification or licensure under other professional disciplines. Length of service (seniority) shall be based on the first day of actual service with the School District. Leaves shall not be considered as interruptions of continuous service. If two or more professional educators have the same first date of actual service, seniority shall be determined by predetermined lot (done prior to the effective notice of layoff). Professional educators of less than half-time shall not be used to supplant professional educators who are half-time or more.

20.2.2 Competence shall be defined as the ability to teach a subject or grade level based on recent teaching experience related to that subject, as further defined by Appendix D, or grade level within the last five years, or educational attainments , or both, but not based solely on being licensed to teach. The District shall consider a professional educator's willingness to undergo additional training or pursue additional education in deciding upon questions of competence. Grade level shall mean the grade levels PK-8, or 6-12. For the purpose of the articles on layoff and transfer, Behavior Management Specialists, Student Services Specialists, Child Development Specialists, Social Workers, School Psychologists, Audiologists, Special Education, English as a Second Language, and Bilingual Programs shall be considered as "subjects." For the purpose of the articles on layoff on transfer, a Bilingual Program is defined as a program where 50% or more of student instruction is in a language other than English.

20.2.3 Professional educators who do not have recent experience in the subject or grade level where they seek to be retained may nevertheless qualify as competent if they have completed recent (within the most

recent five years) training that is agreed upon by both the district and the professional educator as adequate preparation for the assignment or are willing to complete training applicable to that subject or grade level. TOSAs, mentor teachers, and other specialists who work primarily with adults shall qualify as being competent in the subject area or grade level that they previously occupied within PPS even if they have been out of the position that primarily provides direct service to students for longer than five years. This provision shall also apply to released-time PAT officers.

20.2.4 If the professional educator asserts a right to be retained in a position(s) where they have not had recent training or experience as defined above, the District and professional educator shall review the professional educator's training and experience to that date and determine the course of training to be completed. The District shall reimburse the professional educator for tuition according to Section 22.2.2 for any credit hours required by the District in this retraining plan. Professional educators may use their 12 hours of tuition reimbursement for a two-year period without limit in any one year for coursework required by the retraining plan. If the District and professional educator mutually agree, mentoring or other educational opportunities may be substituted for all or part of the college or District in-service credit required. The District shall provide final notification of the training or additional education requirements to be required and the timeline required, and the professional educator shall either accept the training as a condition of accepting the position or shall decline and thus be laid off.

20.2.5 Following the implementation of a layoff, the District may administratively transfer professional educators in accordance with Article 18 who remain as necessary to meet staffing needs.

20.2.6 If a professional member is to be/is fully or partially laid off and a portion of an assignment becomes available for which the professional educator is licensed and competent, the District shall assign the FTE to the professional educator or offer to recall the professional educator to that portion of the assignment. Professional educators who are partially laid off (have reduced FTE) shall have recall right to the portion of their position that was reduced. However, the District may reduce and/or increase FTE following Article 7 part-time FTE fluctuation without this resulting in a layoff.

20.2.7 No bargaining unit position in the District shall be considered "vacant" for purposes of ORS 342.845(5) if filling the position with a non-extended administrator would cause another professional educator to be laid off, or if there is a professional educator on the recall list who would otherwise be entitled to be recalled to that position.

20.3 Layoff Benefits

20.3.1 The District shall provide medical benefits to professional educators who are laid off for a period of three (3) months following the month in which their coverage would otherwise end. The laid off professional educator may then continue medical benefits at their own expense in accordance with the provisions established by the Health and Welfare Trust.

20.3.2 Professional educators covered by this article shall be given consideration for work as a substitute; such will not affect the professional educators' recall rights.

20.4 Recall

20.4.1 Professional educators who are laid off shall have the responsibility when asked originally to notify the District of their interest in and willingness to be recalled. They must reaffirm such interest by notification to the District's Human Resources Department, in writing, if asked, on or before April 1 of every year for three (3) years following their effective date of layoff.

20.4.2 Professional educators who are laid off shall be recalled to positions they are licensed and have competence or will qualify as competent (as defined in Section 20.2) to fill when a vacancy occurs, in the order of most senior first.

20.4.3 A professional educator who has been laid off may refuse one (1) job offer without loss of recall rights.

20.4.4 Professional educators who are recalled for an FTE amount less than their FTE amount at the time of layoff may decline the position and remain on the recall list until another position becomes available that is comparable in FTE to the position at the time of layoff. A member on lay-off who accepts a lower FTE job offer, shall remain on the recall list for their original FTE position.

20.4.5 The District's obligation to recall a professional educator shall terminate following three (3) years of layoff status or upon two (2) refusals by a professional educator to accept a position offered by the District or if the professional educator resigns.

20.4.6 If a professional educator is recalled, the professional educator must indicate their acceptance within five (5) days following receipt of the notice of recall. The professional educator must report for work within thirty (30) days within up to sixty (60) days if the employer does not release such professional educator or sixty (60) days if employed by another District), following receipt of such notice or be considered to have refused the position. In doing so, shall relinquish any and all rights under this Agreement and shall be deemed as having resigned their employment with the District.

20.4.7 A professional educator who is recalled and returns to work shall return with the same probationary or contract status, placement on the salary schedule and all other seniority-related and accrued benefits held prior to being laid off.

ARTICLE 21
MENTOR PROGRAM

21.1 Professional Educator Mentor Program

21.1.1 The District intends to maintain a mentor program for the purpose of providing support and assistance to new and/or inexperienced professional educators.

21.1.2 The District intends that the Professional Educator Mentor Program described in Article 21 of this Agreement, in addition to academic mentoring, also provide a culturally specific mentoring support program to newly hired educators of color, who may request a mentor of color. Educators of color who volunteer to provide this support shall be compensated at 3% percent of base salary, for each colleague they support.

21.1.3 Depending on the needs of the District and the mentor program, mentors may be assigned on either a full-release or an extended responsibility basis.

21.1.3.1 Full-release mentors shall be compensated according to placement on the salary schedule plus one thousand five hundred dollars ($1500) per school year.

21.1.3.2 Extended responsibility mentors shall be compensated according to placement on the salary schedule, plus they shall receive extended responsibility pay per school year in accordance with Appendix B.

21.1.4 The mentor program shall operate within the following parameters:

21.1.4.1 A professional educator must have contract status and four (4) or more years of experience in the District in order to be eligible to be a mentor. No professional educator shall be designated as a mentor without their consent.

21.1.4.2 Mentors shall not participate in the evaluation of beginning professional educators (mentees). Observations made and data collected by the mentor shall be used solely for the purpose of providing assistance to the mentee and shall not be used in the evaluation of the mentee. Supervisors/evaluators and mentors shall not discuss individual mentee concerns/areas for improvement without the prior approval of the mentee. Written or other reports of a mentor regarding a mentee may not be used in the mentee's evaluation.

21.1.4.3 At the educator's request, the mentor program may be used as part of a Plan of Assistance[1] for any professional educator. All language in 21.1.4.2 shall apply to mentors whose mentees are on a Plan of Assistance.

21.1.4.4 Collaborative Assessment Logs (CAL) shall not be shared with supervisors or used in the evaluation of the mentee. Self-assessment instruments shall not be used to evaluate mentors or mentees.

21.1.4.5 Mentees shall not be required to develop additional professional goals beyond what is required in the *Portland Public Schools Handbook for Professional Growth and Evaluation*.

21.1.4.6 Any professional educator released from regular duties to participate in activities related to the mentor program shall be released without loss of pay and shall not be charged leave. Mentors and mentees who are asked and volunteer to work up to five (5) days outside the standard school year shall be compensated at their per diem rate of pay.

21.1.4.7 The ratio of mentors to mentees in the full-release model shall be no more than 1 to 15. Any change to the ratio shall be by mutual agreement between the District and the Association. The extended responsibility mentor model operates on a one-to-one basis.

21.1.4.8 The Association shall partner with the District in the selection of mentors. The Mentor

[1] The language used here to describe a Plan of Assistance must be aligned to match the language in the Evaluation Handbook that refers to Programs of Assistance of Improvement.

Selection Rubric shall not be used to evaluate a professional educator. Videos of mentors' coaching practices shall not be used in the evaluation of mentors.

21.1.4.9 Reconsideration of assignments shall not result in a reduction of FTE assigned to any mentor.

21.1.5 The mentor program may be expanded or discontinued at the discretion of the District.

21.1.6 Any professional educator new to the profession, or new to the District, who are required for licensure to complete a clinical fellowship will receive support, as available, from a professional educator that volunteers and that meets the licensing/certification supervision requirements. The volunteer supervisor shall receive up to 36 hours of extended hours pay for supervision related to the completion of the clinical fellowship year.

21.1.7 Special Educators new to the profession or new to the District will receive mentorship and/or peer support during the first three (3) years of employment in the District based upon available peer support. The District will make reasonable efforts to recruit Special Educators as peer mentors and survey contract Special Educators every Semester to recruit mentors. When possible, this mentorship or support will be offered through a Special Education colleague at their work location who will be provided time in their workday to provide support and will be paid extended hours for each hour worked for any work done outside of the contract day[2]. If no Special Educator is available at the work location, the District will provide a mentor or peer support from another work location.

[2] A professional educator who chooses to provide mentorship during their individual planning time or case management time, including the 15 minutes at the end of the work day, can do an equivalent amount of planning time outside of the work day and be compensated at their hourly rate for the length of the mentor session.

ARTICLE 22
PROFESSIONAL GROWTH

22.1 The District and the Association support the principle of continuing training for professional educators, participation by professional educators in professional organizations in the areas of their specializations, and leaves for work on advanced degrees or special studies, foreign travel and participation in community education projects.

22.2 The Guidelines for Professional Growth/In-service shall be revised by the District and the Association and distributed to professional educators.

22.2.1 Continuing Education Obligations

It is recognized that there may be in-service offerings that professional educators are requested by the District to attend outside the normal professional work day described in Articles 6 to 8. In such cases, professional educators who agree to attend shall be paid at the professional educator's regular hourly rate under the salary schedule.

22.2.2 Tuition Reimbursement[1]

22.2.2.1 The District shall pay the full cost of tuition and other reasonable coursework expenses (e.g., laboratory fees, books, and the like) incurred in connection with any specific courses, workshops, seminars, conferences, in-service training sessions, or other such sessions in which attendance is specifically requested or required by the District. This section applies to coursework and other expenses (including testing and other licensure fees) related to adding other licensures requested by the District.

22.2.2.2 The District shall reimburse professional educators for tuition cost for up to six (6) non- cumulative hours in a 12-month period for which graduate credit is granted by a college or university. Reimbursement shall be for the cost of tuition or the tuition rate for graduate courses at Portland State University, whichever is less. Coursework must be toward an advanced degree, TSPC licensure, professional education courses, or related to the professional educator's assignment. Evidence of a passing grade is required. Reimbursement shall not be made for books, lab fees, I.D. cards, gym fees, food, housing, transportation, supplies or other tuition expenses. Professional educators shall be reimbursed within sixty (60) days of submitting proof of satisfactory completion of the course. A professional educator must remain employed with the District for at least one (1) semester following reimbursement.

22.2.2.3 Tuition reimbursement funds shall be available to temporary professional educators employed for a position that is expected to exist for more than one hundred thirty-five (135) days. In addition, a temporary teacher who is employed for less than one hundred thirty-five (135) days may apply and may be approved for tuition reimbursement if their building administrator supports their application for the funds. The temporary teacher who receives tuition reimbursement must remain employed with the District for at least one (1) semester following reimbursement if the District offers the temporary teacher continued employment.

22.2.3 National Board Certification Fees

Reimbursement shall also be made for the fee charged to a professional educator who takes and passes a National Board Certification to obtain a specialty area endorsement. This amount shall be within the tuition cost as stated in Section 22.2.2.2.

22.2.4 State-Approved Professional Exams

A professional educator may access their professional growth funds for requests for State Approved

[1] Tuition reimbursement and professional development funds are separate pools of funds.

Core Academic exams such as the Praxis or Oregon Educator Licensure Assessment (ORELA:NES). Professional educators shall be reimbursed following sixty (60) days of submitting documentation of a passing score.

22.3 The District shall pay, either through reimbursement to the professional educator or direct payment to the appropriate agencies, for the cost of fingerprinting for licensure/certification renewal.

22.4 Because Speech and Language Pathologists, Licensed Professional Counselors, and Licensed Clinical Social Workers participate in Medicaid billing for services, the District shall pay for licensure costs/fees for these eligible staff to obtain or renew licensure from Board of Examiners for Speech-Language Pathology and Audiology, the board of Licensed Professional Counselors and Therapists, and the Board of Licensed Social Workers.

22.5 Student Teachers/Interns

Upon mutual agreement between the professional educator and the District, student teachers, interns or observers may be placed with the professional educator. The District will request that the college or university advise the professional educators of the type and amount of honorarium to be paid at the time the professional educators are asked to be a supervising teacher/educational professional.

22.6 The District and the Association agree pipeline programs for future educators of color to join the District align with the District's and the Association's core values of racial equity and social justice and student achievement, particularly underserved students. The parties are in support of programs, such as the Portland and the District's Career Lattice Programs focused on educators of color, including the EA/Para-Teacher track and the Coach to Teacher Track. Applicants who have participated in the Portland Teacher Program, EA/Para-Teacher track, Coach to Teacher Track, or any other future Career Lattice Program focused on educators of color are eligible to receive letters of intent as described under Article 18.4.4.1.

22.7 Professional Growth Fund

The District agrees to annually budget a fund to pay the expenses of professional educators who work half-time (.5) or more to attend professional conferences.

22.8 A conference to be attended may be selected by the professional educator. Approval shall not be denied provided the conference is consistent with District goals including racial equity, climate justice, and has a legitimate pedagogical purpose. Transportation, meals, lodging, and registration shall be deemed appropriate expenses. Meals shall be reimbursed at the IRS rate, which shall be adjusted annually. A professional educator attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation. The approval shall designate what portion, if any, of such leave time shall be charged against professional leave. Professional educators shall, upon request, submit a written report regarding such conferences. Professional educators are eligible for advances on professional funds when necessary documentation is presented. If an advance is not requested, professional educators shall be reimbursed within thirty (30) days of submitting complete and accurate documentation of expenses.

22.8.1 Professional educators are eligible for advances on professional funds when necessary documentation is provided. If an advance is requested by the professional educator and such advance request is approved by the District, payment in consideration of that advance will be issued within thirty (30) days of the date the expense is expected to be incurred. Consistent with IRS regulation and District policies and procedures, the District's Travel/Training Expense Reimbursement Request Form and all supporting documentation of expenses related to the advance received must be submitted no later than sixty (60) days from the date the actual expense was incurred. The District shall notify the professional educator of the sixty-day (60-day) deadline when the member is approved for the funds, and thirty (30) days after the approved trip is scheduled to begin. For this provision "days" means calendar days.

22.8.2 If an advance is not requested, professional educators shall be reimbursed within thirty (30) days of submitting complete and accurate documentation of expenses. Consistent with IRS regulations and District policies and procedures, the District's Travel/Training Expense Reimbursement Request Form and all supporting documentation of expenses must be submitted no later than sixty (60) days from the date the expense was incurred.

22.8.3 If a professional educator submits for reimbursement beyond the sixty (60) day limit, the amount of reimbursement shall be reduced by the amount of employer and employee associated taxes.

22.9 The cost of substitutes made necessary by attendance at conferences for which expenses are paid from the fund shall be borne by the District and shall not be charged against the fund.

22.10 The Guidelines for use of the Professional Growth Fund shall be revised by the District and the Association and distributed to professional educators. Under this Agreement, the following guidelines shall be implemented:

22.10.1 Two Thousand Two Hundred Dollars ($2,200) shall be available to professional educators only once every three years.

22.10.2 Applications must be processed within one (1) week of being submitted by the professional educator.

22.10.3 These funds shall not be available to temporary professional educators unless the temporary educator is employed for a position that is expected to exist for more than one hundred thirty-five (135) days. In addition, a temporary teacher who is employed for less than one hundred thirty-five (135) days may apply and may be approved for Professional Growth Funds if their building administrator supports their application for the funds and expects the individual to be re-employed by the District the following year.

ARTICLE 23
PROFESSIONAL EDUCATOR RIGHTS AND JUST CAUSE

23.1 No professional educator shall be disciplined, reprimanded, or reduced in compensation without just cause. Reprimands shall be made privately and not in the presence of students, parents, professional educators or members of the community. Professional educators who have completed three (3) full years of service and are not covered by the Fair Dismissal law shall not be dismissed without just cause. Plans of Assistance and Letters of Expectation are not disciplinary and shall not be issued for misconduct.

23.2 A determination of sexual conduct or abuse as provided by Oregon law is subject to just cause and other contractual provisions and may be grieved as outlined in Article 5.

23.3 This Article does not apply to dismissal, except as provided in Section 23.4, or nonrenewal of professional educators. However, professional educators subjected to nonrenewal or dismissal shall be afforded the procedural rights of due process.

23.4 In the event of dismissal from employment a contract professional educator may elect to appeal the dismissal to binding arbitration in accordance with Section 5.5 of this Agreement, or the Fair Dismissal Appeals Board, but not both. Dismissal shall mean termination during the contract year for any professional educator or a second non-extension of a contract professional educator. The professional educator must so notify the Superintendent, in writing, within ten (10) calendar days after receipt of notice of the dismissal decision of the District's School Board. Just cause shall not apply to probationary professional educators who are non-renewed or dismissed, and temporary professional educators completing the term of their contract may not appeal to arbitration.

23.5 The personal life of a professional educator is not an appropriate concern of the District, except where it relevantly affects the professional educator's fitness for or performance of their professional duties.

23.6 Removal from an Extended Responsibility Assignment

23.6.1 If a professional educator is removed from an extended responsibility assignment, upon request they shall be given the reasons in writing and afforded the opportunity to have a representative present in any discussion with the supervisor.

23.6.2 If a professional educator starts an extended responsibility assignment during a school year, and the professional educator is removed from the responsibility during the school year, the professional educator shall be paid the entire salary due for that assignment, unless the professional educator is physically unable to perform the extended responsibility assignment.

23.7 Administrative Support at Parent Meetings

A professional educator has the right to administrative support at any meeting with a parent. Professional educators shall not be required to meet with a parent without a workday's advance notice. If during any meeting with a parent and administrator it appears to the professional educator that complaints are being made that could result in the discipline of the professional educator, that professional educator has the right to ask for representation before continuing the meeting. A professional educator has the right to ask the supervisor to take administrative charge of the meeting when such a meeting is dealing with the job performance of or a possible action against the professional educator. Recordings shall not be allowed without the consent of the professional educator.

23.8 Investigations

Whenever a professional educator is directed to meet with an administrator or other representative of the District regarding a matter which could result in disciplinary action, termination, nonrenewal or layoff, the professional educator shall be given prior written notice including:

23.8.1 A description of the issue to be discussed in such meeting; including specific examples of the time, place and type of action being investigated, if known, at the meeting.

23.8.2 The right to have representation by the Association or private legal counsel present to advise the professional educator during the meeting.

23.8.3 If additional reasons for a meeting emerge after the initial notice, the District will provide an additional notice with the additional reasons. If the professional educator believes there is insufficient time between the additional notice and the meeting, the District can choose between rescheduling the meeting later to investigate all reasons, or schedule a second meeting for the additional reasons.

23.8.4 Professional educators are not to be interviewed or questioned at the time of notice.

23.8.5 If the allegation is related to sexual conduct or abuse, the investigation will be conducted by Employee and Labor Relations and/or an appropriate subject matter expert for sexual misconduct or abuse.

23.8.6 Bargaining Unit Members shall not conduct investigations of other bargaining unit members.

23.8.7 The parties shall cooperate in good faith to schedule the meeting within a reasonable period of time. The parties shall identify their respective representatives and communicate it to the other party prior to the meeting.

23.8.8 This section does not apply to a meeting where the sole reason for the meeting is to discuss re-assignment.

23.8.9 The written notice of the meeting shall not be placed into the professional educator's building file or personnel file but may be kept in an investigation file.

23.8.10 At the conclusion of the investigation, a determination will be issued and retained in the investigation file. A copy of the determination will also be provided to the professional educator. The determination shall be issued within thirty (30) calendar days of the conclusion of the investigation unless there are extenuating circumstances.

23.9 Letter of Expectation

23.9.1 A Letter of Expectation is a written notice of an expectation, standard, policy or procedure arising from a complaint or an administrative concern. Letters of Expectation will not include standards stated in the evaluation rubric. A Letter of Expectation is not a finding of fault or misconduct and is not a disciplinary action. The District will only cite Letters of Expectations in discipline as written notice of an expectation, policy, standard, procedure, directive or rule that are related to the underlying conduct.

23.9.2 A Letter of Expectation must conform to the template agreed upon by the parties (Appendix K). Letters of Expectation shall be placed in the official district personnel file. Letters of Expectation shall be removed from the official district personnel file after six (6) years. Professional educators who have received a Letter of Expectation have the right to review any letters of expectation addressed to them and attach a response.

23.10 Paid Administrative Leave or Alternative Assignment

23.10.1 A professional educator who is removed from work pending an investigation and is available to report to work shall be placed on paid administrative leave or the District may place the professional educator in an alternative assignment. Alternative assignments will not result in a reduction in compensation or benefits.

23.10.2 If the professional educator on paid administrative leave is unavailable to report to work, they will be removed from paid administrative leave status and will be able to appropriately use any leave accruals until the professional educator is available to report to work and be placed back on paid administrative leave status.

23.10.3 The District shall not dock a professional educator's paid leave balance in lieu of actual time off for a disciplinary suspension, or retroactively change Paid Administrative Leave to unpaid disciplinary suspension, unless there is agreement by the employee and Association.

23.10.4 Paid administrative leave or alternative assignment should be limited to situations where:

23.10.4.1 The presence of the employee in the workplace might tend to interfere with an investigation;

23.10.4.2 There are concerns the employee will repeat the alleged serious misconduct;

23.10.4.3 Removal of the employee from the worksite is appropriate to maintain the safety and security of students and/or staff; or

23.10.4.4 The alleged misconduct is serious enough to result in dismissal, if substantiated.

23.10.4.5 Paid administrative leave is required by law.

23.10.5 Paid administrative leave letters will conform to the template attached as Appendix L of this Agreement and provide a description of the reason for the paid administrative leave, which is sufficient for the employee and Association to understand the events being referenced. The Association may contact the District's Labor Relations Office for additional information. The District shall place paid administrative leave letters in the investigation file, not in the professional educator's personnel file.

23.10.6 The investigation shall be conducted promptly in order to limit the time that the professional educator is involuntarily away from work. Investigations of professional educators on Paid Administrative Leave will be given priority over other investigations. If the administrative leave pending investigation lasts longer than ten (10) work days, the District shall notify the professional educator in writing of the reasons.

23.10.7 While on administrative leave, if a professional educator needs access to their PPS email to gather evidence for the investigation, the District will work with the Association to allow for that access. By arrangement with the site administrator, the professional educator shall also have access to materials from their classroom or office.

23.10.8 School and program administrators will not communicate that a professional educator is on administrative leave or disclose the reason for the administrative leave to staff, parents, students or the public. In the case where violence, child endangerment or criminal behavior is alleged, the administrator can inform those who need to know that the professional educator is not at the school. In all cases, when asked directly about the professional educator's whereabouts, the Administrator may respond that the professional educator is not at the school.

23.11 Required Examination by Physician

23.11.1 The District may direct a professional educator to be examined by the professional educator's physician if there exist substantive reasons which call into question a professional educator's ability to perform assigned duties. The professional educator shall be counseled as to the concern that has prompted the referral. The professional educator shall provide the District a statement from their personal physician that confirms that the District's concern is being addressed and that the professional educator is able to perform assigned duties or is unable to continue at the present time. The professional educator will not be required to release her/his private medical records.

23.11.2 If the professional educator does not have a physician, or a substantive reason exists, the District may direct the professional educator to be examined by the District's physician. The District shall provide the professional educator with the reasons prior to being examined by the District's physician. The

District shall pay for any such examinations and also provide the necessary release time. The District shall request that the physician only disclose medical information specific to the reason that prompted the referral.

23.12 A professional educator shall not be required by the District to involuntarily submit to testing of bodily fluids unless there is a substantive reason to believe the health and safety of others is at risk.

23.13 Exceptional Medical/Health Care Needs

Professional Educators routinely have assigned to their regular classrooms students with special needs. Some of these students have exceptional medical/health care needs that are of a nature requiring the use of technical procedures, medical hardware, or supplies in personal health maintenance cycles. Professional educators shall not be required to have back-up training or responsibilities for the medical procedure. (This does not eliminate the option of professional educators assisting in emergencies or in volunteering to participate in training and practices for which they feel some comfort.)

23.14 Lost Keys

Professional educators shall not be required to reimburse the District for lost keys. Professional educators will not be responsible for re-keying District facilities. Professional educators shall be responsible for safeguarding keys in accordance with District regulations.

23.15 Standardized Testing

Student performance on standardized tests is not designed or intended to and shall not serve as the basis for involuntary transfer, layoff, recall, placement on the salary schedule, and/or disciplinary action.

23.16 Respectful Working Environment

23.16.1 Purposeful, intentional conduct by an individual or group of individuals against another, if a reasonable person would consider the behavior to be threatening, intimidating or offensive, is inconsistent with a respectful work environment. Examples include verbal abuse or other behavior that demeans, threatens, humiliates or intimidates others in the workplace. No professional educator shall be retaliated against for reporting, grieving or protesting such behavior. Likewise, no professional educator shall retaliate against a co-worker, or other District staff for reporting, grieving and/or protesting such behavior on the part of a professional educator. This section shall not be interpreted to mean that bargaining unit members may file a grievance against other bargaining unit members.

23.16.2 Reasonable counselling, discipline or job performance evaluations are consistent with a respectful working environment and are not prohibited by this provision.

23.17 The District shall comply with Oregon law that prohibits the use of polygraph examinations for employment purposes (ORS 659A.300); and prohibits an employer from requiring an employee to provide access to the employee's personal social media account (HB 2654 effective January 1, 2014).

ARTICLE 24
NON-DISCRIMINATION

24.1 In matters of wage, hours and employment relations, or any other matter covered by this Agreement, the District agrees to follow a policy of not discriminating against any professional educator on the basis of race, color, national origin, ancestry, sex, age, weight, height, marital status, religion, disability, sexual orientation, gender identity, lawful off-duty political activity or associations, membership or non-membership in the Association or participation in its activities, the fact that the professional educator's residence is outside the District, or as otherwise provided by School Board policy.

24.1.1 However, this provision shall not be construed to prevent the following:

24.1.1.1 District participation in programs conducted in an effort to increase opportunities for historically underserved groups, subject to the provisions of this Agreement;

24.1.1.2 distinctions authorized by law; and/or

24.1.1.3 consequences of District policies pertaining to assignment of spouses both employed by the District if one is an administrative or supervisory employee.

24.2 The interpretation given to this Article shall be consistent with the proper interpretation of the provision of the Oregon Fair Employment Practices Act contained in ORS Chapter 659A. A grievance alleging violation of Section 24.1 of this Article may not be appealed to arbitration if the alleged discrimination is based on one or more legally protected classes.

ARTICLE 25
COMPLAINT PROCEDURE

25.1 "Complaint" typically originates from a parent, other citizen, or a nonsupervisory third party.

25.2 Investigations into complaints of sexual misconduct, harassment, or abuse, will be conducted by a Senior Partner or other comparably experienced member of Employee and Labor Relations and/or an appropriate subject matter expert

25.3 If a complaint is made to a supervisor about the professional educator and the supervisor believes it warrants further consideration, such complaint shall be handled as follows:

25.3.1 After hearing the complaint, the supervisor will request that the complainant discuss the matter directly with the professional educator, except if the complaint involves allegations of sexual conduct or abuse or if the supervisor has a concern about the safety of any party. The supervisor shall not be involved in this discussion unless their presence is requested by either party.

25.3.2 If the complainant refuses to discuss the matter with the professional educator or, if after discussing the matter with the professional educator the complainant is still dissatisfied, the supervisor will cause the complaint to be reduced to writing.

25.4 If the supervisor decides to proceed further with the written complaint, it shall be processed within ten (10) workdays of receipt under the following circumstances:

25.4.1 If the evaluating supervisor intends to make a record in the evaluation report of the professional educator against whom the complaint was made;

25.4.2 If the supervisor intends to place a record of such complaint in the professional educator's personnel file or the building file;

25.4.3 If in the supervisor's judgment such complaint is sufficiently relevant to the professional educator's performance so as to indicate the need to meet(The professional educator may have a representative present at any such meeting.); and

25.4.4 If a professional educator learns of a complaint and requests a meeting.

25.5 The supervisor shall meet with the professional educator and shall describe the nature of the complaint including specific examples of the time, place and type of action complained of, if known, at the conference. The professional educator may have (a) representative(s) present at such meeting. The name of the complainant may be given as part of the discussion of such specifics. The unit member will have an opportunity to respond fully to the complaint. If, however, the complaint is used in any manner to support actual or recommended discipline, administrative transfer, nonrenewal or dismissal, such record shall be placed in the personnel file and the complainant's name shall be disclosed if the unit member so requests.

ARTICLE 26
PERSONNEL FILE

26.1 There shall be only one official District personnel file, which shall be maintained by the Human Resources Department. If the District plans to move to an electronic personnel system, it shall give prior notice to the Association.

26.2 With the exception of items which are duplicates of those in the District file, evaluation materials as described in the *Portland Public Schools Handbook for Professional Growth and Evaluation*, and in-service records, and other official records, materials in the supervisor's building file, including Letters of Expectation, shall be removed when the supervisor or the professional educator is transferred.

26.3 Each professional educator shall have the right upon request to review the contents of their District personnel file as well as any similar building file maintained by their supervisor. Upon request, the professional educator shall be provided with a copy of all or part of their personnel file from the District.

26.4 A representative of the Association may:

26.4.1 at the professional educator's request accompany the professional educator in this review; or

26.4.2 be authorized by the professional educator in writing to review the file.

26.5 Section 26.4 does not limit the Association's right to information under the PECBA.

26.6 A professional educator shall be provided a copy of any materials relating to the professional educator's work performance if such materials are to be placed in the professional educator's personnel file. A complaint shall not be placed in the professional educator's personnel file unless accompanied by a written directive from the administrator. Each professional educator's personnel file subject to review shall contain the following minimum items of information:

26.6.1 all professional educator evaluation reports

26.6.2 transcript of academic records

26.6.3 contract status recommendation.

26.7 The professional educator may respond to any item placed in the professional educator's personnel file or the record described above of the professional educator maintained by the supervisor and said response shall become a part of the file. A professional educator may request and have granted that any materials in the District personnel file (excluding evaluations and letters stating final disciplinary actions) be removed from their file if after three (3) years of being written no subsequent similar entries have been made into the professional educator's personnel file.

26.8 Letters of Expectation shall be removed from a professional educator's official district personnel file six (6) years after the date of the Letter of Expectation.

ARTICLE 27
EVALUATION

27.1 The performance of professional educators shall be evaluated in writing in accordance with the provisions of the *Portland Public Schools Handbook for Professional Growth and Evaluation* (hereafter referred to as the "*Handbook*") dated December 16, 2013. Any revisions of the Handbook shall be mutually agreed upon. The jointly agreed upon evaluation forms will be included in the Handbook.

27.2 The Handbook and appendices shall be made available in electronic form to all professional educators and District administrators. An electronic copy of the Handbook and appendices, including the Framework and appropriate forms setting forth criteria to be used in evaluations, shall be distributed to professional educators whenever the Handbook is revised and to all professional educators who are being newly evaluated using the Handbook.

27.3 An evaluator's rating of a professional educator in an element or a component shall be based on direct evidence supporting the rating and the evaluator shall include the evidence in the written evaluation.

27.4 Testing

Student performance on District-wide and/or other standardized tests may indicate where modifications of instruction are required, and the implementation of such modifications may be part of the evaluation process. However, evaluations or criticism of a professional educator shall not be based specifically on the issue of comparisons of such student performances.

27.5 While varied sources of information are weighed and considered, observations of a professional educator's performance and written evaluations shall be done only by licensed administrators. No member of the bargaining unit shall be the individual responsible for the evaluation of another member of the unit. Observations of professional educators made by non-administrators in the course of the non-administrators' duties shall not be shared without written permission of the observed professional educator.

27.6 Evaluation Cycle

27.6.1 The evaluation cycle differs for probationary educators and contract educators. All professional educators in the bargaining unit shall be included in the definition of probationary or contract educators in accordance with Article 1: Status and Effect of Agreement.

27.6.2 Probationary professional educators shall be formally evaluated at least two (2) times during the school year. The written Formal Observation Summary (Form 5) shall be completed on the following schedule: Probationary 1: by October 31; Probationary 2: by the last working day preceding the Thanksgiving Holiday; and Probationary 3: by the last working day preceding the Winter Break. The Summative Evaluation Report (Form 6) for all probationary professional educators shall be completed by March 1st.

27.6.3 Unless substantive reasons exist, contract professional educators in Option 1 shall be on a two-year evaluation cycle. During year one (1), the Supported Phase of the cycle, contract professional educators will continue to work on their goals and reflect on their practice. During year one (1), the evaluator may conduct informal observations.

27.6.4 Substantive reasons shall include evidence of unsatisfactory performance as defined by the evaluation Framework, and as documented through informal observations. Assignment to a new building shall not be considered a substantive reason to be placed on a Supervised Phase.

27.6.5 During year two (2), the Supervised Phase of the cycle, the process of observations and conferences described in the Handbook will culminate in a summative evaluation meeting in which the evaluator

and professional educator shall review a written summative evaluation report. The summative evaluation report shall be submitted by May 1st of the year it is due.

27.6.6 Upon request, a professional educator shall be provided with a copy of the original notes made by the evaluator during an observation.

27.6.7 A copy of the written evaluation shall be submitted to the professional educator at the time of the formal evaluation conference or within ten (10) days thereafter; one (1) copy is to be signed and returned to the administration, the other is to be retained by the professional educator.

27.6.8 A professional educator having more than one supervisor shall not be subject to more than one evaluation cycle / supervised phase. In addition, there shall be one of the two supervisors who conduct the evaluation; the additional supervisor may submit notes related to an observation being conducted.

27.7 Evaluation Committee

No later than 90 days following the ratification of this CBA, the District and the Association will form a committee that will develop a mutually agreed upon updated process and evaluation tool for educator by May 1 of the year preceding the year it will be used. Half of the committee shall be PAT members appointed by the Association. The Evaluation Committee will meet to continue its work on the evaluation process and Handbook for revisions as needed.

27.8 Observations and Conferences

27.8.1 Formal Observations

27.8.1.1 Formal observations shall be preceded by a pre-observation conference and shall be followed with a post-observation conference.

27.8.1.2 Following the observation, the evaluator shall give a copy of the original observation notes to the professional educator.

27.8.1.3 A post-observation conference between the professional educator and evaluator shall take place generally within five working days following the formal observation and shall be private.

27.8.2 Summative Evaluation

27.8.2.1 A Summative Evaluation Report shall be completed for probationary professional educators and submitted by March 1. A Summative Evaluation Report shall be submitted for contract professional educators at least every other year by May 1st of the Supervised Phase.

27.8.2.2 The educator shall sign a copy of the Final Summative Evaluation Report to signify receipt of, not agreement with, the Report.

27.9 A professional educator or an administrator may request the presence of an observer at any formal evaluation meeting.

27.10 In the event that the professional educator feels that the evaluation was incomplete or unjust, they may put their objections in writing and have them attached to the evaluation report to be placed in their personnel file. Such written objections shall normally be made within thirty (30) days of receipt of the evaluation.

27.11 Plan of Assistance

27.11.1 The Plan of Assistance shall be in writing and include the following:

27.11.1.1 A description of the deficiency which is to be addressed by the Plan of Assistance; and

27.11.1.2 A plan for achieving the desired performance improvement. The plan of assistance shall include:

a. The description of the improvement in performance that the educator is expected to achieve;

b. A description of resources to be used and assistance to be provided by the District; and

c. The plan shall contain a reasonable timeline for completion and include a schedule for assessing progress towards achieving improvement in performance.

27.11.2 Upon request of the professional educator, following successful completion of a Plan of Assistance, the educator shall be given written verification. A copy of this notice shall be placed in the personnel file.

27.11.3 Waiver

27.11.3.1 The parties agree that the provisions of ORS 342.895(5) are hereby waived by the District for the duration of this Agreement. That is, should a grievance or other claim of violation of applicable evaluation procedures or fundamental unfairness in a Program of Assistance for Improvement be held by the Association or individual professional educator, such grievance shall be filed in a timely manner pursuant to the provisions of the grievance procedure set forth at Article 5: Grievance Procedure. Such a grievance shall not be held in abeyance for the timeline set forth in ORS 342.895(5). This waiver is subject to the repeal or amendment of ORS 342.895(5) during the term of this Agreement.

27.11.3.2 The parties understand that the filing of a grievance as described above shall not operate to delay or otherwise impede the District's right to implement the Program of Assistance for Improvement.

27.12 A grievance relating to an evaluation of a professional educator may be filed to the extent that it alleges:

27.12.1 An item the educator can demonstrate is untrue; or

27.12.2 A violation of the procedural requirements of this Article; or

27.12.3 A violation of (a) specific provision(s) of the Handbook and any revisions to that document.

27.13 Nothing in this Agreement shall be construed to limit the opportunity of the professional educator or of either party, to make claims concerning alleged violations of this Agreement or of policies, in their presentations to the Fair Dismissal Appeals Board.

27.14 A grievance arbitration will not result in a requirement that the evaluation be modified or withdrawn unless it is shown that a violation of the evaluation process as described above directly affected the outcome of the evaluation. If an arbitrator determines that a probationary professional educator was not evaluated as described in 27.12 and that the failure to follow the evaluation process directly led to the nonrenewal, discharge or dismissal, the arbitrator may reinstate the professional educator but shall have no authority to grant any additional years of employment status, including contract status, beyond that which existed at the time the original evaluation which was subject of the grievance occurred. Thus, the arbitrator shall have no authority to rule separately on the issue of the nonrenewal, discharge or dismissal of the professional educator.

ARTICLE 28
NEGOTIATION PROCEDURES

28.1 Neither party shall have any control over the selection of the representatives of the other party.

28.2 The parties mutually pledge that their representatives will hold all necessary authority to make and consider proposals and concessions in the course of bargaining, subject to ratification by the Board and Association, respectively.

28.3 The parties agree to enter into collective bargaining over the successor agreement no later than the first workweek in January of any affected year.

28.4 Release time with pay shall be allowed to a maximum of six (6) Association representatives to the committee for up to twenty-five (25) bargaining meetings. Up to two (2) representatives representing the Association may be released from assigned responsibilities for full-time, but without pay from the District. Other negotiation meetings conducted during the workday shall be at the cost of substitute(s) to the Association. Upon mutual agreement, these meetings may occur during off-duty hours.

28.5 Strikes and Lockout

28.5.1 Professional Educators and the Association will not be involved in any form of illegal work stoppage, boycott, or picketing concerning the District. Legally sanctioned activities authorized by ORS 243.726 or during reopened negotiations provided for in this Agreement are permissible. The District is not required to pay professional educators during any work stoppage.

28.5.2 There will be no illegal lockout of professional educators by the District, as a consequence of any dispute arising during the period of this Agreement.

ARTICLE 29
ADMINISTRATION OF AGREEMENT

29.1 Contract Administration Meetings

29.1.1 Meetings between designated representatives of the District and the Association shall normally be held monthly for the purpose of reviewing specific problems relating to this Agreement. Such meetings are not intended to bypass the grievance procedure. Such meetings shall constitute an "informal grievance" hearing if the issue concerns an action of a central administration office having impact on professional educators and qualifies as a grievance under the terms set forth in Section 5.1.1. If, after ten (10) days, the issue is not resolved at one or more meetings, the Association may file a formal grievance at Level II.

29.1.2 Each party shall submit to the other, on or before the Friday prior to the meeting, an agenda of items to be discussed.

29.1.3 Release time with pay shall be provided to a maximum of three (3) Association representatives for attendance at up to eight (8) such meetings. Additional representatives may be released, as needed, to address a specific agenda item, generally with one (1) weeks' notice.

29.2 Joint Contract Trainings

The District and PAT shall jointly plan and present joint contract training for building/program administrators and building/program reps. Such training shall be held within six months of ratification of this agreement.

29.3 Amendment of Contract

Should an administration meeting result in a mutually acceptable amendment of the present contract, then said amendment shall be subject to ratification by the Board and the Association, provided that the designated representatives shall be empowered to effect temporary, mutually agreed upon alterations to resolve special problems.

29.4 Written Communications

Written responses regarding unresolved issues when requested by either party shall be made within two (2) weeks following the meeting. "Responses" may be only preliminary in nature. This Article does not preclude modification of positions or responses.

29.5 Building/Program Contract Administration Meetings

At the request of the Association designated representative, principal, or program supervisor, a monthly meeting shall be held for the purpose of reviewing the administration of this Agreement as it pertains to that building or program and resolving problems which may arise. These meetings shall include elected Association building/program representatives and building/program administrators.

ARTICLE 30
SPECIAL EDUCATION

30.1 It is the intent of the Portland Public Schools District and the Portland Association of Teachers to work together to meet the diverse and unique needs of the District's students receiving special education services and to comply with Federal and State laws and regulation. All students will receive an education within the Least Restrictive Environment (LRE) that provides them the needed support for a Free and Appropriate Education (FAPE).

30.1.1 Major districtwide changes to the District's special education program will be discussed in the Instructional Program Council (IPC) as indicated in Article 2, prior to implementation. Problems relating to this Agreement shall be addressed in Contract Administration Meetings per Article 29.

30.1.2 If Portland Public Schools forms a Special Education steering committee or staff advisory, up to 6 representatives will be appointed by the association. Release time or extended hours will be utilized to allow for educators to participate.

30.2 Full Continuum of Special Education Services

30.2.1 The District and the Association recognize the necessity of timeliness in addressing the essential learning needs and conditions of the students. As such, the District shall maintain a full continuum of special education services and sufficient seats in a variety of programs to meet eligible students' identified special education needs within an appropriate individual program for each student in the least restrictive environment, consistent with State and Federal regulations. The District will allocate support as defined in the student's individual education plan (IEP).

30.2.2 Individual student's special education services and service delivery model are determined by the student's IEP team that directly works with the student. If a more restrictive placement is determined to be needed, but is not available, additional staff and resources will be provided at the current building level to meet the needs of the student. Staff already assigned to the building for specific programmatic purposes shall not count as the additional staff. All IEP teams shall follow district policies and procedures. IEP team decisions are made following state and federal law in order to address student needs

30.3 The terms of this Article do not in any other way modify or amend the PAT/PPS collective bargaining agreement or its application to Professional Educators assigned to a Special Education position.

30.4 For all professional educators assigned to provide special education services to students in one or more buildings, Article 7.14 applies.

30.5 Staff Ratios and Caseloads

30.5.1 The District shall adhere to the Special Education class size and special educator caseloads thresholds delineated in Article 8 of this agreement.

30.5.2 Special Education Teacher caseload refers to the number of students for which a staff member is providing IEP/due process case management, including:

1. students in the initial evaluation process with signed consent to evaluate;
2. students with transfer IEPs, both in and out of state;
3. private school students with Service Plans;
4. the number of incoming kindergarten students with services on Individual Family Service Plans (IFSP);
5. projected numbers of incoming students for middle schools, high schools, special schools, and the Community Transition Program (outgoing students will not be included).

30.5.3 At all levels, every effort will be made for special education teachers to serve students for which they case manage. At times when this is unachievable, IEP teams will balance the

workload collaboratively. Special Education teachers working with the student will decide on which caseload list the student is captured.

30.5.4 For Special education educators that do not provide IEP/due process case management, caseload refers to the number of students for which a staff member is providing services. Services may include but are not limited to the following activities: assess students, attend IEP process meetings (including the initial evaluation process for students with signed consent), provide specially designed instruction or related services, track student progress data, write evaluation reports, create materials for the student, facilitate group or individual activities, provide ongoing consultation with staff.

30.5.5 School Psychologist caseload is determined by the ratio of School Psychologist to students receiving special education services, including students in the initial evaluation process with signed consents.

30.5.6 Caseload for Speech Language Pathologists

30.5.6.1 For purposes of transfer and assignment, caseload is defined in the SLP MOA.

30.5.6.2 For purposes of overload pay as delineated in Article 8 of this agreement, caseload is defined in the SLP MOA with the inclusion of all students in the initial evaluation process with signed consent to evaluate.

30.5.7 The District and PAT agree to meet and negotiate caseload definitions for any newly created Special Education positions or Special Education positions where caseload is not currently defined, as appropriate.

30.6 Case Management

30.6.1 In addition to contractually provided planning days, special education professional educators required to complete due process paperwork shall be provided four (4) days of released time, per year, for that purpose. A special education professional educator may elect to use these days or the equivalent hours before or after the school year or outside their workday at their per diem hourly rate of pay.

30.6.2 All special education case managers will receive a case management period each day for due process paperwork, evaluation work, and IEP work.

30.6.2.1 At the elementary level, the case management period will be at least 40 continuous minutes per day, and no less than 320 minutes total per week.

30.6.2.2 At the middle school and high school levels, the case management period will be not less than the equivalent of one standard class period per day.

30.6.2.3 High school special education educators will receive a substantially equivalent amount of case management time as other special educators.

30.6.2.4 School Psychologists and Speech Language Pathologists are also entitled to self-schedule a period of time each day equivalent to a standard class period (or at least 40 minutes per day, and no less

than 320 minutes total per week, for those at the elementary level) for due process paperwork, evaluation work, and IEP work.

30.6.2.5 These periods of time for special education case managers, School Psychologists and Speech Language Pathologists reserved for special education paperwork will be in addition to planning time already guaranteed under Article 7.10.

30.6.2.6 Educators shall have access to students during their case management time.

30.6.2.7 Scheduling of this time will be determined by mutual agreement between the Educator and Administrator.

30.7 Special Education Policies and Procedures

Special Education policies, Administrative Directives and procedures shall be based on federal and state special education law. Any district policies and procedures shall be made available to all employees at the beginning of the school year. The District shall provide notice to the Association and staff anytime changes have been made to policies, Administrative Directives, procedures, and processes within a week of the proposed changes . If there are district procedures not specified in the OARs, they shall not cause an undue delay in special education processes (evaluation, eligibility or placement). The workload of professional educators shall meet general comparability as outlined in article 8.2.

30.8 Rights of Educators Supporting Students Receiving Special Education Services

30.8.1 All special education and general education teachers, including Core Enrichment teachers, will be provided:

30.8.1.1 access to a copy of the IEP/IFSP (as provided by law) of a student that they serve as soon as it becomes available in the records management system. This includes relevant records/reports in alignment with FERPA requirements such as related services, medical alerts, transportation needs, behavior or safety plan, evaluation reports, functional behavioral assessments, placement determinations and any other pertinent records.

30.8.1.2 Time to review the IEP/IFSP and other relevant records during the two and one half (2.5) professional development days prior to the start of the first student day.

30.8.1.2.1 If a student is being added to a classroom after the start of the school year, the professional educators who work with the student will be provided one full working day to review the IEP/IFSP and other relevant records before a student begins in their classroom or on their caseload. This is expected to be completed during the planning time and/or case management time and is not intended as an additional release time.

30.8.2 IEP case managers may request a meeting with their building administration and special education administration to discuss a student's progress when a student is not making appropriate progress due to unmet needs. This meeting shall not be denied.

30.9 IEP Process Meetings

30.9.1 Professional educators who are required to conference regarding IEPs shall have a substitute provided to allow for such meetings to occur within the workday. If a professional educator volunteers to attend such meeting outside of the workday, such member shall be compensated at their per diem hourly rate for conferences which take place beyond the contract day. A professional educator who chooses to conference during their individual planning time, including the 15 minutes at the end of the work day, can do an equivalent

amount of planning time outside of the work day and be compensated at their hourly rate for the length of the conference.

30.10 Special Education Spaces and Materials

Special Education professional educators shall have:

30.10.1 A dedicated, confidential office/classroom; If a dedicated office/classroom is unavailable, an appropriate confidential space will be provided each time a confidential work task is required;
30.10.2 Access to all instructional, academic, and curriculum materials available in the classroom for all the grade levels for which the Special Educator provides services, including student materials;
30.10.3 Access to age appropriate intervention materials for which the Special Educator provide services; and copies provided upon request; and
30.10.4 Materials and curriculum for social/emotional skill needs of the students available in the classroom.
30.10.5 The materials required by b and c shall be provided to the Special Education educator prior to the start of the school year unless on backorder or no longer published. In these instances, materials will be provided as soon as they are available.

30.11 Mentorship for Special Education Professional Educators

Special Educators new to the profession or new to the District will receive mentorship and/or peer support during the first three (3) years of employment in the District based upon available peer support. The District will make reasonable efforts to recruit peer mentors and survey contract Special Educators every semester to recruit mentors. When possible, this mentorship or support will be offered through a Special Education colleague at their work location who will be provided time in their workday to provide support and will be paid extended hours for each hour worked for any work done outside of the contract day. If no Special Educator is available at the work location, the District will provide a mentor or peer support from another work location.

ARTICLE 31
DURATION

31.1 This Agreement shall become effective the 1st day of July 2023 and shall continue through June 30, 2026.

31.2 Should there be an intervening change in financial resources available to the District which would demonstrably and drastically reduce the District's revenue, and thus, fiscal stability below the level being planned for at the time of the development of this Agreement, the parties will meet to analyze the impact and resulting status and to mutually make modifications that may be judged to be necessary and in the best interests of the parties.

APPENDIX A-1
SALARY SCHEDULE FOR JULY 1, 2023- JUNE 30, 2024
192 DAYS

	BA+15	BA+30	BA+45	BA + 60	BA + 75	BA + 90	BA + 105
	0	0	0	MA	MA+15	MA+30	MA+45
A	53,147	55,538	58,038	60,648	63,379	66,231	69,213
B	54,954	57,429	60,012	62,713	65,538	68,479	71,563
C	56,823	59,378	62,053	64,846	67,765	70,812	73,997
D	58,756	61,398	64,164	67,046	70,067	73,219	76,509
E	60,751	63,487	66,344	69,331	72,447	75,707	79,114
F	62,814	65,642	68,599	71,683	74,909	78,281	81,806
G	64,953	67,875	70,932	74,120	77,456	80,946	84,586
H	67,163	70,184	73,343	76,644	80,092	83,697	87,460
I	69,447	72,569	75,834	79,246	82,812	86,541	90,434
J	71,805	75,036	78,413	81,942	85,629	89,483	93,506
K	74,246	77,590	81,078	84,730	88,544	92,525	96,691
L	76,765	80,223	83,836	87,617	91,564	95,684	100,006
M	79,384	82,963	86,697	90,607	94,686	98,949	103,417

- Additional $2,000 for earned Doctorate in field related to assignment
- Additional $1,500 for a National Board Certification for Professional Teaching Standards
- Graduate hours beyond a BA earned prior to licensure will not be counted for salary placement unless part of a completed graduate degree. See Section 12.2.1.4.

APPENDIX A-1
SALARY SCHEDULE FOR JULY 1, 2023- JUNE 30, 2024
202 DAYS

	BA+15	BA+30	BA+45	BA + 60	BA + 75	BA + 90	BA + 105
	0	0	0	MA	MA+15	MA+30	MA+45
A	55,913	58,433	61,062	63,807	66,680	69,681	72,817
B	57,814	60,422	63,138	65,981	68,949	72,044	75,290
C	59,783	62,470	65,285	68,221	71,294	74,499	77,851
D	61,817	64,595	67,505	70,540	73,717	77,034	80,493
E	63,914	66,792	69,799	72,941	76,222	79,651	83,234
F	66,087	69,061	72,170	75,416	78,810	82,358	86,065
G	68,335	71,410	74,625	77,981	81,489	85,161	88,992
H	70,661	73,839	77,162	80,635	84,264	88,055	92,015
I	73,062	76,350	79,786	83,375	87,124	91,046	95,144
J	75,546	78,943	82,497	86,211	90,089	94,143	98,377
K	78,113	81,629	85,300	89,141	93,156	97,345	101,726
L	80,762	84,402	88,203	92,180	96,333	100,668	105,215
M	83,519	87,282	91,213	95,326	99,618	104,101	108,803

*Additional $2,000 for earned Doctorate in field related to assignment

*Additional $1,500 for a National Board Certification for Professional Teaching Standards

*Graduate hours beyond a BA earned prior to licensure will not be counted for salary placement unless part of a completed graduate degree. See Section 12.2.1.4.

APPENDIX A-2
SALARY SCHEDULE FOR JULY 1, 2024- JUNE 30, 2025
193 DAYS

	BA+15	BA+30	BA+45	BA + 60	BA + 75	BA + 90	BA + 105
	0	0	0	MA	MA+15	MA+30	MA+45
A	55,539	58,038	60,650	63,378	66,232	69,212	72,328
B	57,427	60,014	62,713	65,536	68,488	71,561	74,784
C	59,381	62,051	64,846	67,765	70,815	73,999	77,327
D	61,401	64,161	67,052	70,064	73,221	76,514	79,952
E	63,485	66,344	69,330	72,451	75,708	79,114	82,675
F	65,641	68,596	71,686	74,909	78,280	81,804	85,488
G	67,876	70,930	74,124	77,456	80,942	84,589	88,393
H	70,186	73,343	76,644	80,093	83,697	87,464	91,396
I	72,573	75,835	79,247	82,813	86,539	90,436	94,504
J	75,037	78,413	81,942	85,630	89,483	93,510	97,714
K	77,588	81,082	84,727	88,543	92,529	96,689	101,043
L	80,220	83,834	87,609	91,560	95,685	99,990	104,507
M	82,957	86,697	90,599	94,685	98,947	103,402	108,071

*Additional $2,000 for earned Doctorate in field related to assignment

*Additional $1,500 for a National Board Certification for Professional Teaching Standards

*Graduate hours beyond a BA earned prior to licensure will not be counted for salary placement unless part of a completed graduate degree. See Section 12.2.1.4.

APPENDIX A-2
SALARY SCHEDULE FOR JULY 1, 2024- JUNE 30, 2025
202 DAYS

	BA+15	BA+30	BA+45	BA + 60	BA + 75	BA + 90	BA + 105
	o	o	o	MA	MA+15	MA+30	MA+45
A	58,130	60,746	63,479	66,335	69,323	72,442	75,702
B	60,106	62,814	65,638	68,594	71,684	74,900	78,273
C	62,152	64,946	67,870	70,927	74,118	77,451	80,934
D	64,265	67,155	70,179	73,333	76,637	80,083	83,681
E	66,446	69,440	72,565	75,831	79,239	82,804	86,531
F	68,703	71,795	75,031	78,403	81,932	85,620	89,476
G	71,042	74,240	77,583	81,069	84,717	88,535	92,516
H	73,460	76,765	80,219	83,828	87,602	91,545	95,660
I	75,959	79,372	82,944	86,677	90,575	94,656	98,912
J	78,538	82,071	85,764	89,624	93,658	97,872	102,273
K	81,209	84,865	88,678	92,674	96,845	101,198	105,756
L	83,962	87,745	91,696	95,831	100,148	104,655	109,381
M	86,826	90,741	94,825	99,102	103,562	108,226	113,112

*Additional $2,000 for earned Doctorate in field related to assignment

*Additional $1,500 for a National Board Certification for Professional Teaching Standards

*Graduate hours beyond a BA earned prior to licensure will not be counted for salary placement unless part of a completed graduate degree. See Section 12.2.1.4.

APPENDIX A-3
SALARY SCHEDULE FOR JULY 1, 2025- JUNE 30, 2026
193 DAYS

	BA+15	BA+30	BA+45	BA + 60	BA + 75	BA + 90	BA + 105
	o	o	o	MA	MA+15	MA+30	MA+45
A	57,228	59,803	62,496	65,306	68,247	71,318	74,528
B	59,175	61,841	64,622	67,529	70,571	73,738	77,059
C	61,187	63,939	66,820	69,826	72,970	76,250	79,679
D	63,269	66,113	69,092	72,195	75,448	78,842	82,385
E	65,418	68,363	71,439	74,656	78,011	81,522	85,190
F	67,639	70,683	73,867	77,189	80,662	84,294	88,089
G	69,942	73,087	76,380	79,812	83,405	87,162	91,082
H	72,321	75,575	78,976	82,530	86,242	90,124	94,176
I	74,781	78,142	81,658	85,332	89,172	93,187	97,379
J	77,320	80,799	84,435	88,234	92,205	96,355	100,687
K	79,948	83,549	87,305	91,237	95,343	99,630	104,116
L	82,660	86,384	90,275	94,345	98,595	103,032	107,686
M	85,480	89,334	93,355	97,565	101,957	106,547	111,359

*Additional $2,000 for earned Doctorate in field related to assignment

*Additional $1,500 for a National Board Certification for Professional Teaching Standards

*Graduate hours beyond a BA earned prior to licensure will not be counted for salary placement unless part of a completed graduate degree. See Section 12.2.1.4.

APPENDIX A-3
SALARY SCHEDULE FOR JULY 1, 2025- JUNE 30, 2026
202 DAYS

	BA+15	BA+30	BA+45	BA + 60	BA + 75	BA + 90	BA + 105
	o	o	o	MA	MA+15	MA+30	MA+45
A	59,895	62,595	65,411	68,351	71,429	74,644	78,002
B	61,931	64,725	67,634	70,680	73,859	77,174	80,652
C	64,041	66,919	69,934	73,079	76,371	79,804	83,395
D	66,219	69,195	72,313	75,563	78,966	82,520	86,225
E	68,466	71,548	74,769	78,135	81,650	85,324	89,161
F	70,793	73,979	77,309	80,786	84,422	88,223	92,194
G	73,202	76,496	79,939	83,535	87,292	91,226	95,329
H	75,693	79,097	82,657	86,377	90,265	94,326	98,567
I	78,265	81,787	85,467	89,312	93,328	97,529	101,919
J	80,926	84,565	88,371	92,350	96,504	100,847	105,383
K	83,676	87,442	91,374	95,489	99,790	104,277	108,970
L	86,513	90,413	94,484	98,745	103,193	107,836	112,707
M	89,466	93,498	97,708	102,115	106,712	111,514	116,551

*Additional $2,000 for earned Doctorate in field related to assignment

*Additional $1,500 for a National Board Certification for Professional Teaching Standards

*Graduate hours beyond a BA earned prior to licensure will not be counted for salary placement unless part of a completed graduate degree. See Section 12.2.1.4.

APPENDIX B
EXTENDED RESPONSIBILITY SCHEDULE

B.1 Extended responsibility pay is for activities and responsibilities performed, primarily, outside the standard workday. It is understood that, except for those that are extensions of the classrooms or job assignment, extended responsibility pay positions are voluntary. Extended responsibilities that are an extension of the assignment are indicated in Appendix B by (*). Such extended responsibilities shall be required and shall be automatically calculated in the professional educator's salary. If the school does not have a regular classroom assignment (e.g., no newspaper class), the extended responsibility would not be included under this section. In such cases, the extended responsibility would be voluntary.

B.2 Extended responsibility pay shall only be paid as provided in this contract at the rates indicated without variation.

B.3 The extended responsibility rate shall be the base salary rate in Appendix A (Step 1 on the BA + 15 column). This is the figure against which all extended responsibility percentages are factored for the duration of this Agreement.

B.4 Extended Responsibility Schedule

	PERCENT OF BASE		
POSITION	1st Year	2nd Year	3rd Year
High School Positions			
*Athletic Director			
Fall	9.5	10	11
Winter	13	14	15
Spring	9.5	10	11
Assistant Athletic Director			
Fall	5	5.5	6
Winter	6	6.5	7
Spring	5	5.5	6
Head Coach			
Football	16	17	18
Basketball	16	17	18
Gymnastics	15	16	17
Wrestling	15	16	17
Baseball	15	16	17
Track	15	16	17
Softball	15	16	17
Volleyball	15	15.5	16
Soccer	15	15.5	16
*Cross Country	12	13	14
*Swimming	11	12	13
*Tennis	11	11.5	12
*Golf	11	11.5	12
Dance Team	11	12	13
Crew	11	12	13
Assistant Coach			
Football – Varsity	11	12	13
Track – Varsity	10	11	12
Football – Other	9	10	11
Basketball	9	10	11
Gymnastics	9	10	11

Softball	9	10	11
Wrestling	9	10	11
Baseball	9	10	11
Track	9	10	11
Volleyball	8	9	10
Soccer	8	9	10
Cross Country	4	5	6
Dance Team	4	5	6
Swimming	4	5	6
Tennis	4	4	6

Notes for Coaching/Athletics

- For extended seasons due to participation in OSAA sponsored state competition, coaches of athletic teams having more than five (5) students will receive eight percent (8%) per week of their regular extended responsibility pay.
- Coaches of teams having five (5) or less students participating and non-athletic activity advisors, such as band, rally and forensics who participate in extended seasons, shall receive four percent (4%) per week of their regular extended responsibility pay.
- For sports positions, an additional coaching assignment will be authorized when warranted by the number of students participating.

Activities Director	8	9	10
Department Chair A (7 or more professional educators in a department)	11	12	13
Department Chair B (4-6 professional educators in a department)	7.5	8	8.5
Department Chair C (0-3 professional educators in a department)	3.5	4	4.5
*Drama (3 or more major productions)	17	18	19
*Drama (2 major productions)	11	12	13
*Drama (1 major production)	7.5	8	8.5
*Forensics (5 or more speech tournaments)	14	15	16
*Forensics (less than 5 speech tournaments)	9	10	11
*Instrumental Music (3 or more major productions)	13	14	15
*Instrumental Music (less than 3 major productions)	7.5	8	8.5
*Vocal Music (3 or more major productions)	13	14	15
*Vocal Music (less than 3 major productions)	7.5	8	8.5
*Newspaper	10	11	12
*Yearbook	10	11	12
Cheer – Varsity	7	7.5	8
Cheer – JV	3.5	4	4.5
College and Financial Aid Coordinators	10	11	12
Career Ed	4.5	5	5.5
Testing	4.5	5	5.5
TAG	6.5	7	7.5
Technology Coordinators	6.5	7	7.5

Notes for High School Department Chairperson.

- Department Chairperson in Counseling, Business Education, Industrial Ed, Science will use the following criteria because of the nature of their assignment.

  A. 5 or more professional educators in the department
  B. 2-4 professional educators in the department
  C. 0-1 professional educators in the department

- All high school librarians shall be placed on A Schedule and may be given AV Coordinator duties within such department chair pay.
- Head Librarians / Media Specialists, when designated, shall receive extended responsibility pay as Department Chairpersons.
- Shop Foremen at Benson High School shall be placed on Department Chair A.

PK-5, PK-8, Middle School Positions			
Intramurals			
A. 4½ hours/week for 28 weeks	6.5	7	7.5
B. 3 hours/week for 28 weeks	4.5	5	5.5
Safety Patrol	3.5	4	4.5
Career Ed – Elementary (PK-5)			
A. 451+ student school	3.5	4	4.5
B. 351-450 student school	2.5	3	3.5
C. 0-350 student school	1.5	2	2.5
Career Ed – PK-8	4.5	5	5.5
Career Ed – Middle	3.5	4	4.5
Testing – Elementary (PK-5)			
A. 400+ student school	4.5	5	5.5
B. 300-399 student school	3.5	4	4.5
C. 0-299 student school	2.5	3	3.5
Testing – PK-8	6.0	6.5	7
Testing – Middle	5	5.5	6
Energy (also high school)	2.5	3	3.5
TAG – Elementary (PK-5)			
A. 400+ student school	4.5	5	5.5
B. 300-399 student school	3.5	4	4.5
C. 0-299 student school	2.5	3	3.5
TAG – K-8	5.5	6	6.5
TAG – Middle	4.5	5	5.5
Basic Skills Coordinator	7.5		
*PK-5 Middle School Music	3	3.5	4
*PK-8 Music	4	4.5	5
*PK-5/Middle School Media Specialist	3	3.5	4
*PK-8 Media Specialist	4	4.5	5
PK-5/Middle School Technology Coordinators	4.5	5	5.5
PK-8 Technology Coordinators	5.5	6	6.5

Other Positions (PK-12)			
AV Coordinator	2.5	3	3.5
Radio-TV Coordinator	1.5	2	2.5
TV Producers and Directors	4.5	5	5.5
Released Time Mentors	3.0	3.5	4.0
Peer Mentors	3.0		
Affinity Group Leader	3.0		
Curriculum Coordinator/Unit, Team or Grade Level Leader			
Up to 4 professional educators	4	4.5	5
5-8 professional educators	6	6.5	7
9 or more professional educators	8	8.5	9
Technical Advisors			
*Psychologist (plus 1 day / week release time)	12		
*Social Worker	12		
*Motor Team	12		
Academic Specialist	10		
*Speech	12		

(plus 1 day / week release time)			
Special Ed ESL Coordinator	16		
Teacher on Special Assignment (TOSA):			
*For New Adoptions	8		
*Curriculum Department TOSA	16		
*Special Ed TOSA	16		
Coordinator – Horticulture Instruction	16		
*CDS Parent Liaison	7.5	8	8.5
Head Teacher – DART	11	12	13

APPENDIX C
DOMESTIC PARTNER

C.1 A "domestic partnership" is defined as one in which two (2) persons, regardless of sex assigned at birth, gender identity, or recorded gender:

C.1.1 Share the same permanent residence for at least six (6) months immediately preceding the signing of an Affidavit and intended to continue indefinitely;

C.1.2 Have a close personal relationship with each other;

C.1.3 Are not legally married to anyone;

C.1.4 Are not related to each other by blood in a degree of kinship closer than would bar marriage in the State of Oregon;

C.1.5 Are each eighteen (18) years of age or older;

C.1.6 Were mentally competent to consent to contract when the domestic partnership began;

C.1.7 Are each other's sole domestic partner; and

C.1.8 Are jointly responsible for each other's common welfare including "basic living expenses."

APPENDIX D
DEFINITION OF SUBJECT

D.1 For purposes of determining competence under this Agreement "subject" shall be defined as an area of study roughly equivalent to a traditional department at the secondary level. It shall include, but not be limited to: Math, Social Studies, Language Arts, Science, Health, Art, Special Education, and World Languages. For certain areas of study, including PE, Music, and CTE, "subject" is more narrowly defined to specific types of courses as indicated in the table below.

D.2 Since professional educators must also be properly licensed for their assignments, assignment notices shall typically include endorsement areas such as Spanish, Chemistry or Advanced Math.

Area of Study	Subject
Music	Band Orchestra Vocal music/choir
PE	Adaptive PE PE
CTE: Agricultural Science and Technology	Sustainable Agriculture
CTE: Business Management & Administration	Accounting and Financial Services Administrative Services General Business Education Marketing Office Technology
CTE: Financial Services	Accounting and Financial Services
CTE: Health Sciences	Dental Sciences Medical Assisting Nursing Sciences
CTE: Industrial & Engineering Systems	Commercial & Residential Electric Construction Technology Industrial Automation
CTE: Manufacturing Technology	Building Construction Metal Fabrication Precision Machining
CTE: Marketing / Management	Marketing Management
CTE: Natural Resources Management	Natural Resources
CTE: Transportation Technology	Automotive Diesel Mechanics
CTE: Visual, Performing, and Media Arts	Digital Media Photography Video Production Web Design

D.3 Subjects under CTE are Programs of Study (POS) for students. High school elective courses with similar titles to CTE programs of study are not included in the definition of "subject" for CTE areas of study.

D.4 CTE teachers are vetted through an Instructor Appraisal Process. Applicants, with assistance from the CTE Regional Coordinator, assemble an Instructor Appraisal Committee (IAC). If approved, the IAC recommends a Professional Development Plan and NCES codes/courses that the instructor is allowed to teach.

D.5 Bi-lingual and immersion programs conducted in a language other than English shall be a separate subject for purposes of determining competence for transfers and layoff.

D.6 Either party may bring additional areas of study/ subjects to contract administration to be considered for inclusion in the chart above. Such additions must be mutually agreed upon. Additions to the chart may not take effect during the traditional staffing period in the spring/summer.

APPENDIX E
MAINTENANCE OF INSURANCE BENEFITS

E.1 Section 13.1.5 provides for the maintenance of the benefits over the term of this Agreement. The benefits to be maintained shall be amended to allow the School District No. 1 Health and Welfare Trust to choose Regence Blue Cross/Blue Shield as the third-party medical claims payer for the self-funded health plans only as specifically described below.

E.1.1 Effective February 1, 2014 the benefit levels for Level 3 (out of network) claims under the Trust's self-insured medical plans are modified to conform with Regence's operational practices, specifically as follows:

E.1.1.1 Direct payment shall not be required to out-of-network providers; and

E.1.1.2 Regence's definition of "usual and customary" rates shall apply.

All other plan benefits shall continue as described in the Trust's plan documents.

E.1.2 This agreement is not intended to bind the School District No. 1 Health and Welfare Trust from changing medical claims payers at any time. Should the Trust choose to replace Regence as a third-party claims payer, the new claims payer shall use definitions (usual and customary, medical necessity, and durable medical supplies, etc.) in the same manner that they were defined by the third-party claims payer in place immediately prior to Regence.

E.1.3 Effective August 1, 2017, the benefits in existence on the date of execution of this Agreement, including the provisions identified below, shall be maintained by the District for the full term of this Agreement, except if mandated by a new state insurance plan. The District and the Association agree to end the plan's "grandfather" status and bring the plan into compliance with the Affordable Care Act.

APPENDIX F
INSURANCE BENEFIT MODIFICATION LIST

Plan Provision	Benefit Modification Description – Effective January 1, 2018
Regence	
Preferred Provider (FTPT O1)	
Coinsurance Max	Out of pocket Maximum (OOPM) All copays, deductible, coinsurance, and pharmacy cost shares accrue to the out of pocket maximum.
Deductibles	Accrues to the OOPM
Hearing Aids	Dollar limits removed
Preventive Care	100%/100%/70%
Indemnity (PT O2)	
Coinsurance Max	Out of pocket Maximum (OOPM) All copays, deductible, coinsurance, and pharmacy cost shares accrue to the out of pocket maximum.
Deductibles	Accrues to the OOPM
Hearing Aids	Dollar limits must be removed
Providence Health Plan	
All Plans	
Alternative Care Providence Health Plan	Add acupuncture ($10/20 Visit Limit)
Caremark	
Prescription out of pocket	$2200 individual / $4400 family out-of-pocket max
Kaiser	
All Plans	
Prescription Medications	Accrues to the OOPM
Prescription Medications	Immunosuppressive Rx Moves to $5 copayment
Trust self-insured Dental Plan – Regence – Effective January 1, 2019	
Annual limits	$2,500 annual limit per eligible person
Ortho Life time limits	$4,000 orthodontia lifetime limit per eligible person

APPENDIX G
MEMORANDUM OF AGREEMENT

Memorandum of Agreement between PPS and PAT
January 22, 2019

1. Separate bargaining discussions for complaint/investigation procedures:

M.7.4 of the 2016-19 Collective Bargaining Agreement states:

The District and the Association agree to meet prior to October 1, 2018 to review the investigation procedures in Articles 23 and 25.

PAT and PPS agree to the following:

- The October 1, 2018 deadline will be amended to no later than three weeks after ratification. The goal would be to conclude rollover/extension discussions by March 1, 2019 and start bargaining over the limited bargaining issues shortly thereafter.
- The parties agree Sections 23.7, 23.8, 23.9, all of Article 25, Sections 26.1, 26.2, 26.3, 26.7, 26.8, and the demand to bargain over impacts arising from Board policies related to professional conduct will be discussed by the bargaining teams using an IBB process.
- The parties agree to create and implement separate ground rules for the IBB process, including rules relating to a joint communication plan.
- The parties will endeavor to complete the IBB process within three months, subject to a mutually agreed upon extension of that timeframe. The parties agree to meet for a minimum of 24 hours a month until completion of the IBB process or modification of the process by mutual agreement.
- The creation of an MOU memorializing the changes in the above articles at the conclusion of the process is the stated goal of the process with the acknowledgement that any language changes agreed to will become part of the CBA.

2. Reservation of Legal Rights: The District and the Association reserve throughout the process their legal rights and obligations under Oregon Law. The parties agree that by entering this agreement they do not waive any rights under the CBA or Oregon law.

For the District Date For the Association Date

APPENDIX H
MEMORANDUM OF AGREEMENT
between
Multnomah County School District #IJ (District) and
Portland Association of Teachers (PAT) Safety 2019

H.1 The Behavior Collaboration Team (BCT) will continue to operate through June 30, 2020.

H.1.1 The team will be responsible for evaluating, researching, proposing, and implementation-planning short-term and long-term goals within the comprehensive district-wide instructional/intervention framework based on the MTSS inventory.

H.1.2 The team will be comprised of no more than 15 core team members. (Guests/experts are also likely to participate regularly as needs demand.)

H.1.3 PAT can appoint up to 3 core team members.

H.1.4 The District will also appoint educators, building administrators, central office staff, leadership, and other stakeholders to this team to ensure a diversity of perspectives and inputs.

H.1.5 The team will clearly communicate the intent and expectations for the BCT to all educators and administrators before the start of the school year.

H.1.6 The District and Association will ask PAPSA, and PFSP to each appoint a core team member.

H.1.7 Members of the BCT will carry out their role and responsibility through an equity lens, being mindful of issues of disproportionality and will critically examine the impact of current practices and policies on exclusionary discipline and special education over-representation.

H.1.8 Through a chartering process, the BCT will determine group processes such as authority and decision-making processes.

H.2 The District will complete an MTSS Inventory at all schools by the end of Spring 2019 and use results to establish 2019-20 Climate Plans for all schools prior to the start of the 2019-20 school year.

H.3 The District will develop a 2019-20 district-wide professional development plan for all professional educators and administrators that establishes a consistent and system-wide framework for MTSS learning and adoption. It will include at least one PD day before the first student day and at least one 90-minute PD each month dedicated to building-specific development and progress on MTSS learning and adoption.

H.4 Rapid Response Team

H.4.1 The District will broadly communicate the function and availability of the Rapid Response Team (RRT) to all educators and administrators within 4 weeks of ratification.

H.4.2 Through June 30, 2020, the District shall minimally staff[4] the Rapid Response team to include:

H.4.2.1 One-half (.5) FTE administrative support;

4 The parties recognize that if PPS posts vacancies and attempts to fill them, it has complied with this section.

H.4.2.2 One (1) FTE climate coach;

H.4.2.3 One (1) FTE social worker, Qualified Mental Health Professionals (QMHP), school psychologist or counselor; and

H.4.2.4 Two (2) therapeutic intervention coaches or other coaches whose focus is on providing supports to "high needs" schools.

H.4.3 In the 2019-20 school year, the Rapid Response Team (RRT) will maintain the staffing level and structure of the team to ensure support for students, professional educators, and building administrators.

H.4.4 The District will continue the current budget commitment 2019-20 school year for these efforts. This will include the expansion and evolution of the RRT, staff time to participate in BCT, support recommendations of the BCT, professional development investments associated with these efforts, and additional SPED staffing and services.

APPENDIX I
BILINGUAL OR MULTILINGUAL ABILITY

I.1 In the application of the bilingual or multilingual exception to seniority in Section 18.6.2.4 the following interpretations shall apply:

I.1.1 Bilingual or multilingual shall mean proficiency in reading, writing, speaking and listening equivalent to Advanced Mid using the American Council on the Teaching of Foreign Languages (ACTFL) proficiency guidelines aligned rubric. If an alternate exam, such as the Standards-Based Assessment and Measurement of Proficiency (STAMP), is selected, the level of proficiency under that alternate exam will be the equivalent to the ACTFL Advanced Mid.

I.1.2 Proficiency shall be established prior to the posting of vacancies in the annual internal transfer process.

I.1.3 Professional educators shall be informed of dates and times during the school year that they are able to demonstrate proficiency.

I.1.4 In order to be considered "relevant to the assignment", a minimum of 5%of the students in a school must have in common a language other than English according to the October 1 enrollment report using the "Student's Language at Home" report from Synergy, and the professional educator receiving the exception must directly support, on a daily basis, one or more students within this category and be proficient as determined by I.1.1 in the same language.

I.1.5 Prior to December 1 of each year, the District shall notify professional educators in schools that meet the 5% threshold of the opportunity to demonstrate proficiency in the applicable language or languages.

APPENDIX J
SCHOOL PSYCHOLOGIST TRANSFER AND ASSIGNMENT PROCESS

School Psychologists do not participate in the internal transfer and assignment process covering other professional educators set forth in Sections 18.3 and 18.5, of the PAT/PPS collective bargaining agreement. This Appendix sets forth the internal transfer and assignment process for School Psychologists. The terms of this Appendix do not in any other way modify or amend the provisions of the PAT/PPS collective bargaining agreement or its application to School Psychologists.

J.1 School Psychologist FTE Committee

J.1.1 A School Psychologist FTE Committee shall be established. The committee shall consist of five school psychologists selected by the Association, and the Director of Special Education or designee. The School Psychologist FTE Committee ("FTE Committee") shall work with the Special Education Director or designee to implement the School Psychologist staffing process.

J.1.2 School Psychologist assignments will be adjusted once every three years. School Psychologists will be given the opportunity to drop a present school assignment and select a new school. To be eligible to participate in the site selection, a School Psychologist must have dropped at least one of their schools or be required to make a change because of FTE adjustment.

J.1.2.1 An exception to the 3-year stable FTE count for a building will be made in the event of a notable workload change for a site (e.g., increased caseload created by the new housing development, substantial enrollment increases). This includes a situation where there is an increase in psychologist staffing.

J.2 Rules for Site Changes

J.2.1 Site reassignment is by seniority (i.e., if two people want the same site, the person with the higher seniority gets it), with exceptions granted to buildings shared by two School Psychologists, as outlined below:

J.2.1.1 Buildings with a 1.0 FTE assignment or less should be filled by only one School Psychologist. On rare occasion, exception may be made by agreement between the School Psychologists and administration;

J.2.1.2 If the building FTE increases, and there are two School Psychologists in the building, the person with the most FTE in the building shall have the choice to increase FTE. If that School Psychologist declines, the second School Psychologist in the building gets the choice;

J.2.1.3 If a building is split between two School Psychologists and one of them is retiring/leaving, the other School Psychologist has the choice to change their FTE in the building to take that position.

J.2.2 A School Psychologist may only participate in site selection if their site assignment no longer equals their FTE. (This includes if they have dropped all or part of their site assignment.)

J.2.3 A School Psychologist may drop as many of their sites as they like, but shall only have three (3) site choices in the selection process.

J.2.4 If a School Psychologist does not get their 1st, 2nd, or 3rd choice in the selection process, or if they have FTE that remains unassigned, a site will be assigned to the School Psychologist at the end of the selection process by the FTE Committee.

J.2.5 School Psychologists are encouraged to fill their FTE with one or two sites when possible (e.g., for a 1.0 FTE position, a School Psychologist should select: a 1.0; a 0.8 and a 0.2; or a 0.6 and a 0.4).

J.2.6 A School Psychologist on a Plan of Assistance (POA) shall generally not be allowed to transfer. Exceptions may be made by the Special Education Department.

J.2.7 School psychologist assignments that become vacant after this selection/placement process (e.g., at the end of year, summer, mid-year, etc.) are to be considered interim placements for that school year and will be posted in the following school year staffing process.

J.3 The process will be completed as follows:

J.3.1 School Psychologist assignment adjustments shall be in alignment with adjustments to each building's School Psychologist FTE.

J.3.2 The Special Education Department shall send out information regarding building FTE and vacancies, along with staff seniority lists, to all School Psychologists prior to the selection event described in Section J.6.

J.3.3 School Psychologists shall have five (5) workdays to review the vacancy list and changes to their current assignment caseload based on the FTE formula. School Psychologists shall email the Special Education Department to state which part of their assignment they are dropping if necessary due to FTE changes (e.g. if a School Psychologist has a 0.6 and a 0.4, but the 0.6 increased count to 0.8 while the 0.4 remained 0.4, the School Psychologist must drop at least one of those schools). School Psychologists may also drop a school or schools based upon their desire to change sites.

J.3.4 Within five (5) workdays the Special Education Department shall email an updated building vacancy list to all School Psychologists. The updated list shall include the vacancies plus the schools that have been dropped by School Psychologists due to want or need to change assignments.

J.3.5 School Psychologists shall be provided five (5) additional workdays to review the updated list and submit a school to drop by emailing the Special Education Department. If a School Psychologist does not submit a site to drop prior to the end of this period, they are electing to keep that assignment for the following school year. If a School Psychologist must submit a site to drop (due to the count now totaling more than the School Psychologist's FTE) and fails to do so, a choice will be made for them by the FTE Committee.

J.3.6 A Final List (comprised of vacancies and dropped sites) shall be compiled by the Special Education Department and reviewed by the FTE Committee. The Special Education Department will email the Final List to all School Psychologists to review.

J.3.7 After at least 5 workdays of review time, the School Psychologists' assignment Selection Event will occur. This event will be coordinated by the FTE Committee in collaboration with the Special Education Department.

J.4 The Selection Event for School Psychologists in need of additional FTE to complete their assignment shall be run as follows:

J.4.1 An index card or equivalent will be made for each available school site indicating the school's FTE.

J.4.2 A School Psychologist can select up to three (3) school sites by writing on the school/s index card their name, seniority number, and whether the school is their first, second, or third choice.

J.4.3 At the end of the event, the index cards will be used by the FTE Committee to make assignments based on seniority and in accordance with the rules (see above).

J.5 <u>Transfer Process for School Psychologists on Off Years</u> (when no building FTE adjustments are made):

J.5.1 The Special Education Department shall email vacancies to all School Psychologists in the spring at the same time as the PPS internal transfer process. Third-year probationary and contract School Psychologists interested in the vacant sites shall respond by email to the Special Education Department with their preference.

J.5.2 The Special Education Department shall then email an updated list of vacancies to School Psychologists. School Psychologists shall be provided five (5) workdays to review the updated list and to respond by email to the Special Education Department with their preference.

J.5.3 If more than one School Psychologist is interested in a vacant site, reassignment will be granted by seniority. The Special Education Department shall make the assignments based on seniority and in accordance with the rules (see above); which shall be reviewed by the FTE Committee.

J.5.4 This will constitute the internal process for filling these vacancies before moving to an external process.

J.6 Other Information Regarding School Psychologist Transfers and Workload

J.6.1 School Psychologists will not participate in fall balancing.

J.6.2 Workload fluctuations shall generally be handled within PLC's and through floater support.

APPENDIX K
Template for Letter of Expectation

Persistently focused on creating a culture of equitable student growth and achievement

VIA [DELIVERY METHOD]

[DATE]

[EMPLOYEE NAME]
[EMPLOYEE ADDRESS]
[CITY, ST ZIP]

RE: Letter of Expectation

Dear [EMPLOYEE NAME]:

The purpose of this letter is to confirm our discussion on [MEETING DATE], at which I communicated the expectation, standard, or policy stated below. This letter is to clarify my expectations. It is not a finding of fault or misconduct and is not a disciplinary action.

It is expected that you will adhere to the professional standards and expectations of the District including, but not limited to:

- [STATE SPECIFIC EXPECTATION, POLICY, PROCEDURE OR PROFESSIONAL STANDARD. Letters of Expectation will not include standards stated in the evaluation rubric.]

Please feel free to contact me if you have any questions about these expectations or if you would like to discuss whether there may be any training or learning opportunities related to them. Failure to comply with these expectations may lead to discipline, up to and including termination.

Sincerely,

[NAME], Principal

Copy: Official District Personnel File

APPENDIX L
ADMINISTRATIVE LEAVE LETTER TEMPLATE

[Date] By hand delivery/email

[Employee Name]
[Address City]

Dear [NAME],

Effective immediately you are placed on paid administrative leave of absence, pending the outcome of a personnel investigation. The reason you are being placed on paid leave is [REASONS – must be specific enough to inform the employee of why they are off.]

You will remain on paid administrative leave until you are notified otherwise by me. You have the right to union representation at any investigatory meeting. You will need to remain available to be contacted or to meet during your regularly scheduled working hours, either virtually or in person at the discretion of the District.
Effective [DATE], you are hereby relieved of any and all duties, responsibilities and authority as a [POSITION], except to respond to assignments given to you by [SUPERVISOR] while on leave.

1. You will remain available for contact by Supervisors as needed. Contact is not required on holidays, after school hours, or on weekends.
2. You must remain available to receive and communicate by phone on your assigned workdays.
3. If such permission is granted, vacation, or comp time may be used during your absence. Sick time may be used if needed in compliance with District policy.
4. You are required to respond to interviews associated with this investigation and be available during regular contract hours [DAY AND TIME] to cooperate as needed.
5. Do not perform any duties on behalf of the District unless directed to do so by [SUPERVISOR].
6. You are still required to abide by applicable District Personnel Policies.

You will not have access to the District's computer systems and District communication systems. Violating any provision of this letter will constitute insubordination and may result in disciplinary action. For any events (virtual or in-person) during non-school hours, you are expected to conduct yourself professionally and are subject to all District policies.

While you are on administrative leave, you are not to come on any District property during work hours or after, unless prior arrangements have been made. However, if you are a parent/legal guardian of a child who is a PPS student, you may transport your child to and from school and participate as a parent in your child's school-related activities such as parent-teacher conferences, performances and sporting events. You may also access the District's outdoor property in the same manner as other members of the public during non-school hours and when no after-school activities are taking place.

If you have any questions regarding your administrative leave status or want to make arrangements to return to school while on leave, please contact your building principal at [PHONE NUMBER].

Sincerely,
[NAME]

Sr. Partner, Employee and Labor Relations or OSP Leadership Copy:

Building Administrator
OSP Leadership
PAT Representative
Investigation file(s)

APPENDIX M
SETTLEMENT MEMORANDUM OF AGREEMENT

Implementation

M.1 The parties to this Agreement are the Portland Association of Teachers (hereinafter "the Association") and the Multnomah County School District No. 1 (hereinafter "the District"). The parties have negotiated a successor collective bargaining agreement (the "Tentative Agreement"). The Association and the District share the mutual goal of complete and expeditious settlement of successor collective bargaining negotiations and other outstanding issues, and hereby enter into the following Settlement Memorandum of Agreement (hereinafter "this Agreement"):

M.2 Effective Date

M.2.1 Except as otherwise provided in the Tentative Agreement and the associated Memoranda of Agreement, the Tentative Agreement is effective upon ratification by both parties.

M.3 Evaluation Forms

The mutually agreed upon evaluation Forms 3, 5, and 6 dated February 25, 2019 shall be included in the Handbook.

M.4 ER pay for Literacy Specialists

The parties were not able to reach an agreement on ER pay for literacy specialists. Alternatively, the parties have agreed to move the grievance dated February 25, 2019 to Level 2 of the Grievance Procedure.

M.5 Return to 7-Period High School Schedule

In the event the District determines that it wishes to return to a seven-period high school schedule, that schedule shall be generally comparable to that in place at comprehensive high schools during the 2010-2011 school year (i.e., five instructional periods, one duty and one preparation period).

M.6 Clarification of Outstanding Language

M.6.1 The District had previously taken the position that ORS 342.850 (7) prohibits the removal of discipline from a professional educator's personnel file under any circumstances. From this point forward, the District has changed its position, and acknowledges that discipline/discharges may be removed from a professional educator's personnel file or altered by an arbitrator's award, a grievance resolution or other settlement agreement.

M.6.2 The parties agree the plain language of Section 23.4 provides all professional educators the right to appeal their dismissal during their contract to an arbitrator; this includes probationary and temporary professional educators.

M.6.3 The parties agree that the bargaining for the 2016-19 contract did not change the contractual standards to be applied to dismissals, non-renewals or non-extensions.

M.6.4 The District will not bring up in any future grievance arbitration the fact that PAT made proposals to add explicit language for just cause for dismissals, non-renewals or non-extensions to the contract during this bargain.

M.6.5 Currently the District's online evaluation files are accessible by the professional educator's evaluating supervisor and other administrators in the same building. The documents for all

professional educators are also accessible by OSP Leadership in charge of Schools, the Human Resources staff and others selectively in District management. The documents are not available for principals or other administrators in other buildings to see. If the District moves to a system where these materials are accessible to other administrators not in the same building, the District shall give PAT prior written notice. The Association reserves the right to grieve any such change and/or to demand to bargain over the change.

M.7 Work Groups

M.7.1 Stabilization of schools with High Turnover

The District and Association shall jointly identify schools with turnover (voluntary separations from the school building) of fifteen percent or more in a year, to research the causes of the high turnover. When such schools are identified, the District and Association shall jointly conduct listening sessions with educators who left the building for other assignments, and educators who remain in the building. The listening sessions shall provide opportunities to provide anonymous feedback from educators. The Association and the District shall review the reasons for the turnover and mutually agree upon recommendations to address the problem. The strategies may include, but are not limited to, the implementation of one or more of the following: additional planning time, additional professional development, and a reduction in student loads from the previous year. The District and Association will review the attempts to reverse the high turnover, and if those attempts were not successful, provide mutually agreed upon additional recommendations.

M.7.2 Revision of *In-Service Guidelines*

The District and the Association agree to meet to revise the *In-Service Guidelines* with the goal of incorporating relevant language into the CBA and eliminating the separate document. This work shall be completed prior to October 1, 2019.

APPENDIX N
MENTAL HEALTH & WELLNESS SUPPORTS FOR STUDENTS: DEFINITIONS

N.1 The District and the Association agree that supporting student mental health in Portland Public Schools is a critical step to addressing the predictability of disparities by race, socioeconomic status, and disability, and will accelerate learning and achievement for all students. Student mental health needs are best served when the school community is supported by a team of trained professional educators and support staff including Licensed School Social Workers, Licensed School Counselors, Licensed School Psychologists, Qualified Mental Health Professionals (QMHPs), and educational support professional staff.

N.2 Licensed School Social Workers: Trained mental health professionals who provide services that strengthen home, school, and community partnerships that assist with mental health concerns, behavior concerns, positive behavioral support, academic and classroom support, consultation with teachers, parents and administrators as well as provide individual and group counseling. Licensed School Social workers serve as a liaison between families, school, and community agencies. Licensed School Social Workers have special expertise in conducting multi-tiered school needs assessments, coordinating on site services and supplies for students and families such as food, clothing, hygiene items, and food pantry, supporting staff development on trauma informed/equity professional development that impacts students, families, supports crisis intervention services including suicide assessments and safety plans, supports the development of programs to address parent/guardian participation in school engagement and student educational process and the environmental factors that impact learning, understanding family and community systems and linking students and their families with community services essential to promote student success. School Social Workers' training includes specialized preparation in cultural diversity, systems theory, social justice, school law, risk assessment and intervention, consultation and collaboration and clinical intervention strategies to address the social emotional and mental health needs of students. School social workers are hired by districts to recognize and remove barriers that limit a student's ability to access their education. Additionally, school social workers work within the MTSS framework to enhance the district's ability to meet its academic mission, especially where home, school and community collaboration is the key to achieving student success.

N.3 Licensed School Counselors: are certified Pk-12 licensed professional educators who are uniquely qualified to address all students' transitions, academic, college/career, postsecondary, and social/emotional development needs by designing, evaluating, implementing, and enhancing a comprehensive school counseling program that proactively promotes and enhances student success. The Licensed School Counselor works directly with students, families, administrators and all professional educators proactively to support mental wellness through classroom lessons for all students, evidence based small group counseling and individual counseling support. In addition, Licensed school counselors have expertise to support the development of crisis intervention, including safety planning, implementing and completing suicide assessments, and the coordination of post-treatment plans for students and/or refer students for school or community based mental health supports. School Counselors work in partnership with classroom teachers and other school staff, families, students, school administrators, and other professionals to help cultivate safe, healthy, and supportive learning environments for all students.

N.4 Licensed School Psychologists: Licensed School psychologists are school based mental health professionals who specialize in the provision of Multi-Tiered Systems of Support (MTSS) and collaborate with school teams, teachers, students, families, and community partners to provide culturally and linguistically responsive academic, social/emotional and mental health services. School psychologists are highly qualified members of school teams who support students' ability to learn and collaborate with teachers to problem solve and support instruction. They apply expertise in mental health, learning, and behavior, to help children and youth succeed academically, socially, behaviorally, and emotionally. Further, they support MTSS teams in identifying school and student strengths and needs and promoting equitable outcomes through academic and social/emotional Tier I practices, Tier II & III interventions and data based decision making. This may include, but is not limited to,

conducting the assessments that support educational programming, planning and developing interventions, and determining/evaluating program eligibility and placement for students. School psychologists also specialize in access and support for students with disabilities. School psychologists apply their training in all tiers of MTSS in partnership with administrators and educators to help create safe, healthy, and supportive learning environments that strengthen connections between home, school, and the community and ensure that student supports, programs, learning strategies and educational decisions prepare students to realize a more socially just world.

N.5 Qualified Mental Health Professional: Qualified Mental Health professionals (QMHPs) primarily work to provide therapeutic support to students and may work to provide support for students with complex mental health, behavioral, and educational needs who are in PPS. Additionally, QMHPs may work collaboratively with families and community organizations, agencies, hospitals, and other school district programs to support all students. In collaboration with school counselors, school social workers, school psychologists, and community based providers, QMHPs may also provide consultation to school teams, families and community members, with a focus on systems navigation, systems change, and suicide prevention in order to support students and families who are experiencing mental health crises and other significant or complex mental health challenges. QMHPs may be a Licensed Clinical Social Worker (LCSW), School Counselor, School Psychologist, or Licensed Counselor or Therapist.

N.6 Definitions listed above are subject to change due to agreements the parties reach during the work required under MOA Metal Health Teams.

APPENDIX O
MEMORANDUM OF AGREEMENT - MENTAL HEALTH SUPPORT AND RRT

O.1 The District and the Association agree that supporting student mental health in Portland Public Schools is a critical step to addressing the predictability of disparities by race, socioeconomic status, and disability, and will accelerate learning and achievement for all students. Student mental health needs are best served when the school community is supported by a team of trained professional educators, support staff, and educational support professional staff.

O.2 Toward that end, the District agrees to increase the number of full-time equivalency (FTE) staff as identified in the Tier III Mental Health and Rapid Response Team tentative agreement signed and dated by the parties on November 20, 2023, see below.

O.3 The parties agree to make a good faith effort to reach an agreement on how the expansion will occur, particularly in light of the agreement on student discipline that will make additional staff support part of to providing meaningful and restorative alternatives to discipline.

O.4 The parties further agree that this MOA is an initial step and will serve as a foundation to establish a more robust mental health support system for our students.

O.5 In addition to working together to determine the structure of the expanded team(s), the District will share with the Association relevant data to determine the impact and effect of the expanded team and to identify additional unmet needs that may need additional, responsive student supports.

Tier III Mental Health and Rapid Response Team PPS Commitment

Portland Public Schools, School District No. 1J, Multnomah County, Oregon (District) agrees to increase the number of full-time equivalency (FTE) staff in the Rapid Response Team to twelve (12) to be allocated upon ratification.

APPENDIX P
METHODOLOGY FOR CALCULATING OVERLOAD PAY

The primary methodology for calculating PAT member overload pay can be found in Article 8 of the PAT contract.

The table below is the District's methodology and how methodologies will be calculated. References to charts A, B, and C can be found in Article 8 of the contract.

Topic	Methodology	Example
Staff working less than 1.0	For chart A, the stipends will be prorated. The Pioneer and Focus Classrooms in chart C will also have the stipends prorated. These are self-contained or homeroom classrooms	A 0.5 Kindergarten teacher who is job sharing will have the stipend prorated. If the class size was 25, then the stipend would be calculated and then multiplied by 0.5.
	For chart B (MS and HS) and anyone with a caseload in chart C, the thresholds will be weighted to the employee's FTE.	A 0.5 HS math teacher would have a student-teacher load threshold of 80 instead of 160.
High School staff assigned administrative duties during one or more release periods.	For high school staff released from teaching for one or more periods to perform District assigned administrative duties, the teaching load overage threshold will be prorated according to the number of periods taught out of 6, and the overage payment amount per five students over that threshold will be according to Article 8.3.3.2.b of the CBA. No proration will apply if the educator receives Extended Responsibility pay for duties performed during the release period(s). High school staff who receive Extended Responsibility pay for duties unrelated to any release period will receive proration of the teaching load overage threshold. For high school staff released from teaching for one or more periods to serve on a Freshman Success Team (or Student Success Team), the teaching load overage threshold will be prorated according to the number of periods taught out of 6 and the overage payment amount per five students over that threshold will be 2/3 the amount identified in Article 8.3.3.2.b of the CBA.	A 1.0 HS teacher is released from teaching 1 of the ordinary 6 classes to perform 1 period of PPS assigned administrative duties such as Instructional Leader. Because the teacher instructs only 5 classes not 6 classes as usual, their teaching load overage threshold is prorated at 5/6 the threshold listed in Article 8.3.3.2.b (5/6 x 160 = 133). The teacher receives an increase of 3% of base salary per five students over the prorated teaching load overage threshold of 133. This teacher's teaching load overage threshold will be prorated if the teacher also has an extended responsibility assignment unrelated to the release period (such as sports coaching, etc.) A 1.0 HS teacher is released from teaching 1 of 6 classes to perform administrative duties as a curriculum coordinator, but also receives contractual Extended Responsibility (ER) pay for those curriculum coordinator duties. This teacher's teaching load overage threshold will not be prorated and will remain at 160. A 1.0 HS teacher is released from teaching 1 of the ordinary 6 classes to serve on a Freshman (or Sophomore) Success Team. Because the teacher instructs only 5 classes not 6 classes as usual, their teaching load overage

		threshold is prorated at 5/6 the threshold listed in Article 8.3.3.2.b (5/6 x 160 = 133). The teacher receives an increase of 2% of base salary per five students over the prorated teaching load overage threshold of 133 (i.e. 2/3 the overage amount identified in Article 8.3.3.2.b)
Elementary 50:50 Immersion	For chart A, Non- departmentalized K-5 teachers with two distinct groups of students, overage calculations will be based on each half of the day and added together.	A 1st grade Japanese Immersion teacher sees 26 in the AM and 29 in the PM. The threshold is 26. For the morning there would be no overload payment. And for the afternoon, the educator would get 50% of the overload payment.
Topic	Methodology	Example
Grades 6-12 teaching performance & non-performance courses	For chart B teachers who teach both performance and non-performance classes, the calculation will be made by weighting the thresholds by the proportionate number of periods spent in core and performance classes. Those are added to get the proportionate threshold.	This is a HS example: 2 of 6 classes are performance with a total of 78 students. 4 of 6 classes are non-performance with a total of 126 students. This teacher's total count is 204 students. The teaching load thresholds are prorated to 75 for 2 of 6 performance classes (*0.33 of 225*) and 106 for 4 of 6 non-performance classes (*0.67 of 160*). The total prorated threshold in this example is 181 (*75+106*). As this educator teaches 204 students, they would receive 5 payments. (First payment for student 182, second for 187, third for 192, etc.)
Teachers teaching at a K-8 or K-12 school teaching across different levels (K-5, 6-8, 9-12)	Teachers in both chart A and B will have each methodology applied and then added together. In chart A, the payment is prorated and in chart B, the students are prorated.	At a K-8, the PE teacher teaches 0.4 MS and 0.6 K-5. For the 0.4 MS, the student-load is prorated to 0.4 of 220 which is a threshold of 88. For the 0.6 K-5, the elementary specialist average overload payment is prorated to 0.6. These two portions are added together. These are calculated separately; any overage will be combined in one payment.
K-5 Blended Grade Classrooms	Using lower grade to determine threshold for determining payments.	A classroom with both 3rd and 4th grade students would use the threshold for 3rd grade to determine threshold overage pay.
6-8 Focus Options Schools Sunnyside, Odyssey	Focus Options in grades 6-8 that function like elementary homerooms will be treated like 6th grade self-contained.	Sunnyside and Odyssey have Homerooms in grades 6-8. The teachers with homerooms will have a class size threshold of 28 and the non-homeroom teachers will be treated like elementary specialists. See Article 8 on

		self-contained 6th grade. For blended classes they will be class size threshold of 28, if these educators also teach subject specific classes, they will receive the appropriate threshold for the grade. Sunnyside teachers who teach multiple grade blends MWF and single grade classes TR will receive overages based on appropriate prorated threshold.
Middle School A/B Schedule	Middle School A/B Schedule Students in middle school A/B schedules will count toward overage thresholds in the same manner as students on conventional schedules.	
Working at more than one school	Teachers working at more than one school shall have their unique preps calculated across schools.	A HS PE teacher split .5 at one school and .5 at another will have unique preps counted across both schools.
Unique Preps and teachers less than 1.0	The threshold for unique preps is more than 2 preps for teachers that are less than 0.67 FTE and more than 0.33. Teachers 0.33 or less would have a threshold of 1 unique prep.	
6-12 SPED Focus Classroom and Learning Center Teachers and Unique Preps	Unique Preparations is for teachers in chart B who are departmentalized	A 6-12 Focus ISC classroom will be considered for the chart C threshold in the contract, but not for unique preparations. Unique preparations are for departmentalized teachers.
K-5 SPED Focus Classrooms	Teachers will get credit for students from self-contained classrooms who push into their classrooms.	A student from a self-contained classroom pushes in to a class for part of the day. This student will be included in the class size count for both educators.
SPED Push-in Services	At all levels, every effort will be made for special education teachers to serve students for which they case manage. At times when this is unachievable, IEP teams will balance the workload collaboratively. Special Education teachers working with the student will decide on which caseload list the student is captured. <u>Students will only be counted on a single special education teachers' caseload.</u>	
Speech Language Pathologists, Learning Center Teachers, and School Psychologists	Student must be enrolled on specified count date with the completed transfer process. Student must have a valid Oregon IEP and Eligibility, or the student must be receiving services required by out of state IEP not yet transferred to PPS/Oregon IEP Services must be listed on the current IEP Consult only students are not counted In-state and out of state move-ins with an IEP from another District or State are included if the student is being serviced by the PPS SPED educator. <u>The SPED educator must complete the transfer process within the Synergy system by the overage count deadline for the student to be counted. The file does not need to be finalized but the transfer plan must be completed</u>.	
IEPs In Process	Beginning in the 2023/2024 school year, all SPED case managers who do not currently receive a case management period will receive a case management period each day for due process paperwork, evaluation work, and IEP work. At the elementary level, the case management period will be at least 40 minutes per day, and no less than 320 minutes total per week. At the middle school and high school levels, the case management period will be not less than the equivalent of one standard class period per day. High school SPED educators will receive a substantially equivalent amount of case management time as other SPED educators. School Psychologists and Speech Language Pathologists are also entitled to self-schedule a period of time each day equivalent to a standard class period (or at least 40 minutes per day, and no less than 320 minutes total per week, for those at the elementary level) for due process	

	paperwork, evaluation work, and IEP work. These periods of time for SPED case managers, School Psychologists and Speech Language Pathologists reserved for SPED paperwork will be in addition to planning time already guaranteed under Article 7.10.	
Speech-Modification Only IEPs for School Psych	For school psychologists, speech-modification only IEPs will not count towards caseloads.	
Topic	**Methodology**	**Example**
6-12 ESL Teachers	ESL classes in synergy will be treated as ESL 1-2 or ESL 3-4 for counting unique preparations.	There are many courses in synergy that are ESL or ELD courses. There is one middle school curriculum and one high school curriculum. The standard courses are ESL or ELD 1-2 and ESL or ELD 3-4 so all ESL courses for counting unique preparations will fall under one of the above courses.
K-5 Media Specialists	K-5 Media Specialists to be treated like elementary specialists.	See Article 8 for how elementary specialists overload pay is calculated If a K-5 media specialist is in two elementary schools the overage will be determined at each school then added together for the total overload pay.
6-12 Media Specialists	6-12 Media Specialists will have any classes they teach prorated for the part of the day that they teach classes.	A Middle School Media Specialist teaches two classes per day. Those classes would be prorated. A typical teacher at that school teaches five classes. So ⅗ would be applied to the student-teacher load of 150 in calculating the overload pay, which would be a threshold of 60.
Media Specialist in two classifications	Teachers in two classifications in Article 8 will have each part of their job prorated and then added together.	A Media Specialist who is 0.5 at a MS and 0.5 at an elementary will have each part of their day calculated separately as half a day and then added together for the total overload pay.
A single period with multiple courses taught by one teacher	These courses are being reviewed to determine if they are eligible for consideration for unique preparations.	When a teacher has two or more courses listed in the same period, these situations are reviewed individually to determine eligibility for consideration for unique preparations. If one of the courses is determined to be an independent study, it does not count. Independent study courses are not easily identifiable in our data system.
HS Double-Upped Courses that are over two periods with more than 1 teacher	Each teacher gets credit for all students over two periods.	Two HS teachers teach 60 students at a HS in a geometry/art course **over two periods.** All 60 students to be counted toward each teacher's student teacher load in the period they are in charge of grading. Note: The High School Fit To Live course (or its substantial equivalent) will be treated as a Double-Upped/Double Block course per Article 8.3.9.d starting in the 2023/2024 school year.

Advisory/Homeroom	Advisory, homeroom, or other similar periods that require attendance-taking, delivery of content, and tracking student performance and/or participation, count for the purposes of student load and unique preparation in a prorated relationship (based on minutes per week as described in the example) to a standard class period.	For example, if an advisory period meets this description and occurs 50 minutes per week, and a standard class period occurs 250 minutes per week, each advisory student in that course counts as 20% of a student towards student load, and the advisory course counts as 20% of a preparation (i.e. $200 per semester if over the 3-unique-preparation limit).
Independent Study/Teaching Assistants/Peer Mentors	Educators do not "voluntarily agree" to accept Independent Study students, Teaching Assistants, or Peer Mentors in their classes unless they are offered the option in writing to decline the student(s) and affirmatively volunteer to accept them. If no option is given to decline the student, then it is presumed the educator has not voluntarily agreed to the student, and the student will count towards the educator's load.	
Topic	**Methodology**	**Example**
Grades 6-8 courses that do not meet daily	The student-teacher loads will be prorated to the frequency of the standard grades 6-8 class period.	A Spanish class meets every other day with a group of 30 students. Because the teacher meets with students half as frequently, the students in this class are prorated and counted as 15 students toward the student-teacher load.
Speech Language Pathologists who support all buildings with special programs Feeding team Assistive technology team	Staff assigned to as specialists for assistive technology, augmentative communication, and feeding do not have a caseload or provide case management. Students supported by these specialists do not receive services from these specialists week to week or month to month. These staff evaluate student needs in alignment and support of building teams, train building staff, and update plans and protocols when needed to be delivered by case managers through the IEP process.	The caseload for these practitioners is comprised of the number of students requiring **active engagement** (conducting one of these activities: an assessment, specific training of a staff, or a plan revision) from these specialists at the time of the overage count.
Educational Assistants / Paraeducator assigned to classrooms for reason other than "due to threshold estimates"	EA or paraeducators assigned to classrooms for any reason other than "due to threshold estimates" (i.e. for programmatic staffing or IEP requirements) do not count as a remedy for overloads. Educators with these EAs or paraeducators assigned to their classrooms still receive an overload stipend if eligible.	A kindergarten educator with a student count over the overload threshold is still entitled to an overload stipend, even though a single EA is assigned to the classroom, because an EA is typically provided for any kindergarten classroom irrespective of class size. If one EA is assigned to a classroom for baseline staffing and the District then assigns an additional EA "due to threshold estimates", no overload stipend is owed.

APPENDIX Q
MEMORANDUM OF AGREEMENT
SOCIAL WORKER THRESHOLD/OVERAGE STANDARD

In the final stages of negotiations, the parties recognized that the establishment of a threshold/overage for School Social Worker, which will be included in Article 8.3.6.2, sections (a) through (c)--was a more complicated discussion than anticipated and required additional discussion between the parties. In order to address this issue, the parties hereby agree:

Q.1 Within thirty (30) days of the final approval of this agreement, the parties will meet to negotiate over the establishment of a threshold/overage for School Social Workers;

Q.2 The parties will make every effort to reach an agreement within ninety (90) days of the final approval of this agreement.

Q.3 If an agreement is reached, the new threshold/overage for school social workers shall be implemented. If no agreement is reached, the Employer's final position on the threshold shall become the status quo school social worker threshold/overage and shall be implemented.

APPENDIX R
MEMORANDUM OF AGREEMENT
HEALTH AND SAFETY IMPROVEMENT INVESTMENTS

R.1 Portland Public Schools (PPS) is set to be awarded grant funds from the City of Portland Clean Energy Benefits Fund (PCEF) to be used on clean energy projects at up to thirty-one (31) identified schools. PPS proposes to use up to $10 million in PCEF funds to address temperature mitigation at PCEF-qualified PPS buildings.

R.2 As part of the award process, PPS will submit, in accordance with PCEF grant procedures, a project plan proposing to use the PCEF funds to invest in our buildings and Heating Ventilation Air Conditioning (HVAC) systems with the goal of increasing student and educator comfort and, as required by PCEF, improve climate resiliency and reduce greenhouse gas emissions.

R.3 PPS will comply with PCEF terms and conditions associated with the award and project plan approvals.

R.4 In addition, PPS will invest an additional $10 million in capital/bond funds (not general fund) to address priority environmental health and safety and deferred maintenance building concerns in school buildings.

R.5 Portland Association of Teachers (PAT) will appoint one educator to participate in reviewing and providing input on the list of prioritized projects as part of the PCEF application.

R.6 PPS will review its integrated pest management program for opportunities to increase efficacy and safety and report to PAT on the results of the review and any changes prior to the end of the 2023-24 school year.

SIGNATURE PAGE

FOR PORTLAND SCHOOL DISTRICT NO. 1, MULTNOMAH COUNTY, OREGON by:

FOR PORTLAND ASSOCIATION OF TEACHERS (PAT), by:

Dated this ___(day) of _____2024

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WILLAMETTE VALLEY FORENSICS, LLC
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e-mail: kmeneely@peoplepc.com

QUALIFICATIONS OVERVIEW

- 45 years in forensic science.
- Research and testing for drugs / alcohol and associated impairment.
- Homicide and assault investigations involving evidence search and collection and crime scene reconstruction.
- Handling a variety of weapons associated with law enforcement investigations.
- Training scientists, police officers, prosecutors and defense attorneys in areas such as crime scene reconstruction, blood spatter analysis, drug and alcohol testing and impairment, drug chemistry, toxicology.
- Qualified in Oregon courts as an expert witness in the following areas: toxicology, SFST, clinical effects of drugs and alcohol, drug chemistry, clandestine laboratories, blood alcohol, breath alcohol, hairs / fibers / paint, trace evidence, serology, firearms, gunshot residue, firearms proximity examinations, trace metal examinations, crime scene reconstruction, blood spatter analysis, trauma / tissue wounds comparison.
- Processing and analysis of clandestine laboratories.
- Qualified in the use of a variety of technical equipment and procedures such as; X-ray spectrophotometer, infrared spectrophotometer (IR), gas chromatography-mass spectrometry, ultraviolet spectrophotometer, immunoassay drug testing, microscopes, alcohol breath testing devices.
- Forensic laboratory manager.
- Clinical laboratory director in toxicology.
- Member of Oregon's Substance Abuse Methods Panel responsible for reviewing current and proposed clinical toxicology methods.
- Certified as a national forensic laboratory inspector.
- Research / publications in alcohol blood-breath correlation and toxicology
- Certified as a police officer in Oregon.
- Member of H.A.R.T. (Homicide/Assault Response Team) Marion County from 1991 – 2007
- Recipient of District Attorney's Association award for training prosecutors in DUII.
- Recipient of Governor's Award from the DUII Multi-Disciplinary Training Task Force for outstanding professional achievement in the deterrence and prevention of impaired driving.
- Recipient of Oregon State Police award for Drug Recognition Evaluation Program training.
- Initial development of the Medical Examiner's/Toxicology program for the Oregon State Police Toxicology Division
- Research and development of military chemical agents.
- Trained by military and federal government in explosives

EMPLOYMENT

Willamette Valley Forensics, Director
April 2007 to present

Provide expert forensic analysis and testimony to defense and civil attorneys regarding matters pertaining to:

Homicide / Death investigations
Medical Examiner issues
Negligent Homicide investigations
Crime scene / blood spatter reconstruction
Forensic Toxicology
Effects of Drugs and Alcohol, SFST
Forensic applications concerning hairs, fibers, firearms, chemistry
Forensic Laboratory Accreditation

Criminalist IV/Supervisor, Oregon State Police Forensic Laboratory
Jan. 1, 2004 to April1, 2007

- Supervision of sixteen scientists concerning training in drug chemistry, toxicology, blood alcohol analysis and breath alcohol analysis, crime scene reconstruction and blood spatter analysis.
- Homicide investigations: crime scene reconstruction, blood spatter analysis.
- Toxicology Technical Leader for the Oregon State Police Forensic Division: responsible for training and proficiency testing and direction of the Division's toxicology section.
- Research and methodology, breath alcohol testing, SFST, toxicological analysis and related testimony.
- Publish technical articles related to forensic toxicology.
- Member of Impaired Driving Steering Committee: responsible for breath alcohol technical recommendations.
- Member of Oregon State Public Health Laboratory Substance of Abuse Methods Panel: responsible for technical review of new toxicology methods.
- Provided annual training to police officers, prosecutors and defense attorneys in forensic toxicology.
- Review / test / evaluate analytical equipment to be purchased
- Certified Laboratory Inspector – ASCLD/ISO

EMPLOYMENT

Criminalist III, Oregon State Police Forensic Laboratory
1979 to Jan.1, 2004

- Patrol officer with basic and advanced certification , investigation of accidents and impaired driving
- Responsible for the following forensic areas: homicide field investigations, impressions, hairs / fibers, trace evidence, clandestine laboratory investigations, firearms / tool marks, serology, drug chemistry, toxicology and blood – breath alcohols.
- Research and methodology, breath alcohol testing, toxicological analysis and related testimony.
- Toxicology Technical Leader for the Oregon State Police Forensic Division: responsible for training and proficiency testing and direction of the Division's toxicology section.
- Publish technical articles related to forensic toxicology.
- Member of Oregon State Public Health Laboratory Substance of Abuse Methods Panel: responsible for technical review of new toxicology methods.
- Provided annual training to police officers, prosecutors and defense attorneys in forensic toxicology.

Toxicologist, Laboratory Director, Serenity Lane, 1990 to 1998

Major duties: Supervise toxicology and personnel.

- Responsible for laboratory management, laboratory accreditation, budget, clinical analysis and staff training.

Chemist, United States Army Research and Development Laboratory
Edgewood Arsenal MD, Aberdeen Proving Grounds
1973 - 1976

Major duties: Supervise analysis / research of chemical agents.

- Testing and transporting hazardous chemicals, biological warfare agents, and explosive devices.
- Testing of soil, air and water samples for nerve agents, phosgene, hydrogen cyanide, metals, arsenicals and riot controls chemicals.
- Micro - Surface Analysis
- Field medic; evaluate staff injuries, medicate for exposure

Chemist, United Medical Laboratories, Portland, Ore.
1972 - 1973

Major duties: Perform biochemical analysis of clinical specimens

EDUCATION

Northwest Nazarene College, Nampa, ID
Major: BA Chemistry
Minor: Biology

University of Virginia
Post-graduate student: Biochemical Methods in Bloodstain Analysis

Towson State College, Baltimore, MD
Post-graduate student: Pharmacology and Biochemistry

Hartford Community College, Belair, MD
Police Science

CERTIFICATIONS

Certified as Oregon Police Officer: Board on Public Safety Standards and Training 1979 - 2007
Basic, Intermediate, Advanced and Supervisory certifications
BPST # 20985

State of Oregon CLIA Laboratory Director 1990 – 1998
38D0699643

Clandestine Laboratory Operations Certification - 1993
Oregon State Police

ASCLD/LAB- Forensic Laboratory Inspector 2004-2007

ASCLD/LAB-International Laboratory Inspector (ISO 17025) -2007

Breath alcohol testing – CMI Intoxilyzer 4011A, 5000, 8000

SPECIALIZED TRAINING

Certificate in Law Enforcement 1977

Oregon Police Officer Academy 1979
Basic, Advanced and Supervisor Certifications

Deputy Medical Examiner 1980
Dr. Larry Lewman

Blood Spatter Analysis and Interpretation– Oregon State Police Forensic Division 1980

SPECIALIZED TRAINING

Firearms Examinations – Oregon State Police Forensic Division
Trace Metal examinations, gunshot residue, proximity testing, firearms comparisons 1980

SPECIALIZED TRAINING

Drug Chemistry - Oregon State Police Forensic Division 1980

Forensic Photography – Oregon State Police Forensic Division 1980

Arson Analysis - Federal Bureau of Investigation 1980

Elemental Analysis – Tracor 1981
(X-ray analysis)

Biochemical Bloodstain Analysis - Federal Bureau of Investigation 1982

Hairs and Fibers - Federal Bureau of Investigation 1981

Atomic Absorption Spectroscopy – Spectroscopy Inc. 1982
(gunshot residue, proximity examinations)

Fundamentals of Infrared Spectroscopy - Analect 1984

Toxicology - Analytical Systems 1985

Microscopy/Trace Evidence - McCrone Institute 1986

Narcotics Intelligence (WSIN)– Oregon State Police 1987

Fundamentals of gas chromatography/mass spectrometry
Hewlett Packard 1988

Concepts in Forensic Toxicology - University of Texas Medical School 1988

Immunoassay Concepts – Syva 1989

University of Utah, Center for Human Toxicology 1990

American Academy of Forensic Sciences
The Effects of Drugs on Human Behavior: Drugs and Driving
Drugs in the Workplace 1991
- Measurement of Human Performance
- Impairing Effects of Psychoactive Drugs
- Drug-Related Performance Changes
- Effects of Amphetamine on Food Intake of Humans
- Behavioral Effects of Marijuana
- Pharmacology of Cannabis and Behavioral Impairment
- Neuromotor Pharmacodynamics of Psychotropic Drugs
- Identification of Behaviorally Toxic Drugs in Driving Tests
- Profiles of Plasma THC – Acute and Residual Effects

Drug Recognition Evaluation – Oregon State Police 1992

Toxicology Symposium - Federal Bureau of Investigation 1992

Implied Consent Program - Oregon State Police Forensic Division 1992

Blood-Breath alcohol Expert Testimony – Oregon State Police Forensic Division 1992

Implied Consent Program, CMI Intoxilyzer 5000 1993
Intoxilyzer 5000 Certification

Clandestine Laboratories - Oregon State Police 1993

Drug Recognition Program – Oregon State Police Forensic Division 1995

Solid phase chromatography – United Chemical Systems 1996

Blood / Breath Alcohol Testing – Oregon State Police 1998

Drug Recognition Expert Section of the International Association of Chiefs of Police; 4th IACP-DRE Drugs, Alcohol and Impaired Driving Training Conference 1998

Forensic Toxicologist Board 1999
- Pharmacology of Ethyl Alcohol; Effects on the Body
- Gas Chromatography-mass spectrometry
- Immunoassays
- Cocaine
- Marijuana
- Antidepressants
- Opiates
- Benzodiazepines
- Heavy Metals
- Quantitation by Headspace
- Carbon Monoxide Poisoning
- Drug Testing in the Work[place

Forensic Symposium on Marijuana – American Academy of Forensic Scientists 2001
- Pharmacology of Marijuana
- Mechanisms of Marijuana Action –EEG
- Pharmacokinetics and Dosing
- Plasma-Urine Relationships
- Hemp Products
- Potency
- Quantitative Determination in Physiological Specimens
- Human Performance Testing

SPECIALIZED TRAINING

Current Approaches in Forensic Toxicology – American Academy of Forensic Scientists 2001

Methadone Toxicology - Society of Forensic Toxicologist - 2003

Alcohol and the Impaired Driver Conference 2003

Toxicology Sample Preparation -Society of Forensic Toxicologist 2003

DUII Multi-Disciplinary Impaired Driving Training Conference 2003

American Society of Crime Laboratory Directors/Laboratory Accreditation Board (ASCLD/LAB) – Inspector Training / Auditor 2004

Leadership and Influence – Emergency Management Institute 2004

Decision Making and Problem Solving – Emergency Management Institute 2004

Effective Communication – Emergency Management Institute 2004

Basic Incident Command System – Emergency Management Institute 2004

Introduction to Management – Oregon State Police - 2004

Dept. of Homeland Security – National Incident Command Management System – Emergency Management Institute 2004

American Society of Crime Laboratory Directors/Laboratory Accreditation Board (ASCLD/LAB) – ISO/IEC 17025 Inspector Training / Auditor 2005

Time Management – Oregon State Police 2005

Latent Print Processing – Oregon State Police Forensic Division 2005

Preparing Future Leaders – FBI / Univ. of Michigan – Ross School of Business 2005

CMI Intox 5000 update –Oregon State Police Forensic Division 2006

SPECIALIZED TRAINING

CMI Intox 8000 40 hour manufacturer's training and certification 2006

Transportation Security Administration – detection and handling of explosive devices

Ultra-Violet and Infrared Capture of Crime Scene Evidence- West Palm Beach Florida Crime Laboratory 2013

Microanalytical Analysis, Surface Analysis, Time of Flight Mass Spectrometry, SEM: Univ of Oregon Nanoscience 2013

Investigating the Relationship Between Gross Postmortem Change and Mass Loss 2016

Blood-Derived Biomarkers for Estimation of Postmortem Interval (PMI) 2016

Assessment of Infrared (IR) Thermography for the Estimation of Postmortem Interval in Rats 2016

Driving Under the Influence of 5-MAPB (analogs of amphetamine and methamphetamine) 2016

Incidence and Trends of Driving Under the Influence of Zolpidem: Study of Duii Cases from 2001 - 2014 2016

Retrospective Study of Phencyclidine Incidence in Cleveland, OH, in Driving Under the Influence of Drugs and Homicide Cases 2016

Patterns of Drugs And Poisons on Criminal Cases in SE Korea 2016

Case Report: Detection of 25C-NBOMe in Three related Cases 2016

Determination of Synthetic Hallucinogens: 25I, 25C, and 25B-NBOMe by LC/MS/MS 2016

The Rapid Identification of Synthetic Hallucinogens 25I-NBOMe and 2C-B Using DART-MS 2016

Fragmentation Pathways and Structural Characterization of Synthetic Cathinones Using Electrospray Ionization and High Res MS 2016

Development and Validation of a Confirmatory Method for Six Novel Psychoactive Substances in Whole Blood using LC/MS/MS 2016

SPECIALIZED TRAINING

Forensic Medical Evaluation of Fatalities Resulting from Lighter Gas Inhalation 2016

Six fatal hydrogen sulfide poisonings in succession-evaluation of the sulfide quantification method 2016

Rare suicidal intoxication with sodium azide 2016

Epidemiological and toxicological traits in methadone-related deaths: a five-year retrospective study 2016

Detection of metal phosphide poisoning by HS/GC with flame ionization detector 2016

Vitreous humor chemistry of heroin-related deaths as compared with the general population of non-drug-related deaths 2016

A European rave drug fatality in Phoenix Arizona 2016

Dangers of carbon monoxide generated from small internal combustion engines 2016

The analysis of benzodiazepines in dried blood spots using LC/MS/MS 2016

Detecting ketamine in the hair of buried decomposed rats using LC/MS/MS 2016

Detection, quantification, and relative distribution of ketamine, nor ketamine in skeletal tissue of dosed and buried rat remains at different stages of decomposition 2016

Comparison of cocaine concentrations in heart blood, thigh muscles, and thighbone 2016

Methamphetamine, amphetamine, and norephedrine levels in beetles from the consumption of dosed, buried rat remains 2016

Determination of drug distribution and postmortem tissues and bones of pigs administered drugs 2016

Determination of zolpidem in blood from ER patients 2016

Mass spectral library for phosphodiesterase type 5 inhibitors by time of flight mass spectrometry 2016

Effective extraction strategies for buprenorphine in urine, oral fluid, and whole blood using cation-exchange solid phase extraction 2016

Quantification of buprenorphine and postmortem blood and urine by LC/MS/MS 2016

SPECIALIZED TRAINING

The analysis of DMT in plasma by LC/MS/MS 2016

Rapid screening and quantitation of pesticides in biological samples using GC/MS 2016

Analysis of illicit substances in urine by biocompatible solid phase micro extraction and LC/MS/MS 2016

Extraction of selected barbiturates, primidone, and phenytoin from blood using supported liquid extraction columns with GC/MS 2016
Analysis of 6-monacetyl morphine and acetyl codeine in urine of opiate-positive drugs and driving cases 2016

Analysis of opioids in urine specimens by solid phase extraction and ultra performance LC/MS/MS 2016

Comparison of blood concentrations for commonly encountered drugs in postmortem and human performance forensic toxicology cases in San Francisco 2016

Synthetic cannabinoids in drivers: clinical and psychophysical indicators of intoxication 2016

AB-CHMINACA, AB-PINACA, XLR-11, and UR-144 and driver behavior and suspected impaired driving cases in which a drug recognition expert examination was performed 2016

XLR-11 and impaired driving-case reports 2016

Confirmation of synthetic cannabinoids in driving under the influence and sexual assault cases by LC/MS/MS 2016

Indazole-Carboxamide series synthetic cannabinoids and driving impairment 2016

Redesigning the enzyme-linked ELISA screening test and improving sensitivity for driving under the influence of drugs 2016

Zolpidem concentrations found in 644 blood samples submitted for driving under the influence of drugs 2016

Methamphetamine and amphetamine in suspected driving under the influence cases in San Francisco 2016

Blood cannabinoid pharmacokinetics in frequent cannabis smokers after controlled smoked, vaporized, and oral cannabis administration: markers of recent cannabis intake 2016

Neurocognitive performance in occasional and frequent smokers following controlled smoked, vaporized, and oral cannabis administration 2016

SPECIALIZED TRAINING

Ethylone: development and validation of a quantitative LC/MS/MS method with analytical confirmation toxicology casework 2016

Paper spray mass spectrometry for rapid drug screening from dried blood spots 2016

Development and validation of two methods for the analysis of synthetic cannabinoids in whole blood 2016

Case report of AB-FUBINACA exposure with chemical and toxicological confirmation 2016

Cannabinoids receptor bioassay: a characterization of UR-144, XLR-11, and their metabolites 2016

Analysis for synthetic cannabinoids in oral fluid samples 2016

Postmortem findings in deaths related to synthetic cannabinoids 2016

Report of increasing fentanyl deaths in Pennsylvania 2016

The detection of a fentanyl analog in postmortem specimens using LC/MS/MS 2016

Blood clonazepam and 7-aminoclonazepam trends in postmortem and driving under the influence of drug cases 2016

Fatal toxicity involving 3-methoxy phencyclidine 2016

Fatal methadone intoxication in an infant listed as a homicide 2016

Two child fatalities due to heroin/fentanyl exposure 2016

Postmortem pediatric forensic toxicology 2016

NanoMaterials Characterization Workshop 2016
Center for the Advanced Materials Characterization
in Oregon (CAMCOR), ONAMI (Oregon Nanoscience
and Microtechniques Institute)
Analysis by TEM, EELS, SEM, ToF-SIMS, NMR, TGA,
XPS, AFM, XRD, XRR, SAXS
Dr. Hutchinson, U of O
Dr. Warner: Mult-modal Char of Nanomaterials
Dr. Smith: Nanocrystals in Biology-based Fluor Apps

SPECIALIZED TRAINING

Conclusions in Bloodstain Pattern Analysis 2019
National Institute of Justice

Bloodstain Pattern Analysis 2019
J. Morris, Johnson Co SO, Kansas.
IABPA

US Drug Testing Laboratories 2020
Meconium and Umbilical Cord Toxicology

Scientific Foundations of Blood Stain Pattern 2020
IABPA

Potential and Limitations of Artificial Intelligence in BPA 2020
IABPA 2020 Conference (Dr. Attinger)

Staged Scene Revealed by Bloodstain Analysis 2020
IABPA 2020 Conference (L. Santana)

Examination of fly spots using ALS 2020
IABPA 2020 Conference (R. Fox)

Homicide or Suicide? When only the BPA have the answer 2020
IABPA 2020 Conference (D. Soares)

A Review of Backspatter Patterns 2020
IABPA 2020 Conference (J. Morris)

Standards for Bloodstain Pattern Analyst's Training Prog 2020
IABPA 2020 Conference (T. Wolson)

A Perspective Transformation to Correct 2020
Non-perpendicular Bloodstain Pattern Photos on
Flat Surfaces (J. Guzzwell)
IABPA 2020 Conference

Captured on Home Video Surv Video-A Bloodstain Pattern 2020
Analysis Scene
IABPA 2020 Conference (T. Bennett)

Fetal Alcohol Spectrum Disorders in Newborns, Alcohol 2020
Biomarker Testing
United States Drug Testing labs

Recommendations for Drug Testing in Driving Under 2021
the Influence of Drugs (DUID) and Motor Vehicle Fatality Cases

Canadian Blood Drug Concentration Regulations and Drug-Impaired Driving Cases: A Snapshot of Findings in the Province of Québec 2021

SPECIALIZED TRAINING

Pennsylvania Driving Under the Influence of Drugs (DUID) Trends: 2010–2020 2021

The Impact of Reducing the Ethanol Threshold for Performing Drug Testing in Driving While Intoxicated (DWI) Cases 2021

The Rise of Polypharmacy-Impaired Driving Involving Fentanyl 2021

Houston Cocktail: Cases of Driving Under the Influence of Hydrocodone, Alprazolam, and Carisoprodol 2021

An Evaluation of Drug-Facilitated Sexual Assault Cases in the City of Houston, Texas, From 2014 to 2019 2021

Updated Trends and Case Studies in the Lysergic Acid Diethylamide (LSD) Revival 2021

Monitoring of Specialized Internet Forums to Ensure Complete Toxicology Testing in Suicide Death Investigations 2021

Measuring Inhibition of Neurotransmitter Transport In Vitro to Predict Effects and Abuse Potential of Novel Cathinone-Type Stimulants 2021

Brain Concentrations of 3,4-Methylenedioxypyrovalerone (MDPV) and Its Metabolites in Male Rats: The Relationship to Pharmacodynamic Effects 2021

A Metabolic Profile Determination of 2F-Viminol, A Novel Synthetic Opioid (NSO) Identified in Forensic Investigations 2021

Long-Term Stability Assessment of Fentanyl Analogs in Blood Using Liquid Chromatography/Quadrupole Time-Of-Flight/Mass Spectrometry (LC/QTOF/MS) 2021

Quantitative Forensic Toxicology by Standard Addition: Consideration, Experimentation, and Implementation 2021

The Quantification of Oxycodone and Its Phase I and II Metabolites in Urine 2021

Chiral Separation and Analysis of Methylphenidate, Ethylphenidate, and Ritalinic Acid in Blood by Liquid Chromatography/Tandem Mass Spectrometry (LC/MS/MS) 2021

Cannabis and Driving Throughout the Legalization Process: A Portrait of the Province of Québec, Canada 2021

SPECIALIZED TRAINING

Updated Techniques for Characterizing Cannabis Use 2021

A Determination of Δ-9-Tetrahydrocannabinol (THC) and Cannabidiol (CBD) in Edibles Using Liquid Chromatography/Tandem Mass Spectrometry (LC/MS/MS) 2021

The Prevalence of Cannabidiol (CBD) and Tetrahydrocannabinol (THC) in Federally Regulated Workplace Drug Testing Urine Specimens 2021

A Comparison of Novel Psychoactive Substances (NPS) Positivity in Postmortem Investigations, 2019–2020 2021

A Flualprazolam Study on Postmortem Samples 2021

The Detection of Kavain in Powder: Death Scene Evidence and Postmortem Blood Analysis 2021

Over the Counter (OTC) Drugs Encountered in a Large Population of Postmortem Pediatric Cases 2021

Bladder Wash: A (Not-So) Alternative Specimen for Postmortem Forensic Toxicology 2021

Abuse Deterrent Formulation (ADF) Oxycodone: A Ten-Year Study of Driving Under the Influence of Drugs (DUID) and Postmortem (PM) Oxycodone/Oxymorphone Blood Trends 2021

The Impact of Bullet Caliber and Composition on the Statistical Distribution of Non-Match Scores Based on High-Resolution Topography Measurements 2021

A Validation Study of the Accuracy, Repeatability, and Reproducibility of Firearm Comparisons 2021

Estimating Muzzle-to-Target Distance From the Physical Characteristics of a Bullet Hole 2021

The Interpretation of Gunshot Residues (GSR) at the Activity Level: State of Knowledge 2021

An Investigation Into the Source of Contamination of Gunshot Residue (GSR) Primer Found in an Exam Room Used to Analyze Clothing for GSR 2021

A Novel Machine Learning Approach Based on Quantitative Profile-Profile Relationship (QPPR) to Address Complex Source-Level Problems in the Forensic Analysis of Gunshot Residue (GSR) 2021

SPECIALIZED TRAINING

Clarifying Blood Pool Vocabulary 2021

Validating Fire Debris Classification With Ground Samples 2021

Absorbent Household Materials for the Collection of Ignitable Liquid Residues (ILRs) From Surfaces of Varying Porosity 2021

The Combined Extraction and Analysis of Trace Organic, Inorganic, and Peroxide Explosives Residues 2021

A Comparison of Spectra for Common Dyes on Five Different Mounted and Unmounted Textile Fiber Types Using Raman Spectroscopy 2021

Self-Inflicted Gunshot Wound: Suicide or Accident? You Decide 2021

A Medicolegal Death Investigation and Review of Inhalant-Related Deaths 2021

A Postmortem Medicolegal, Radiological, and Toxicological Investigation in a Case of Suicide by Multiple Stabbings Associated With Ingestion of an N-Hexane Mixture 2021

Deceiving Appearance: Death Due to the Use of the Novel Psychoactive Substance Bromazepam 2021

United States Drug Testing Laboratories 2021
Mechanism of Drugs incorporated in hair
Fingernail drug testing
Trends in ChildGuard testing
by J. Jones PhD

United States Drug Testing Laboratories 2021
Fingernail analysis vs Hair analysis
Fingernail analysis as an alternative
Detection windows of Hair and Fingernails
by J. Jones PhD

Driving Under the Influence of Marijuana: 2021
The Medical Evidence. Rachna Patel. MD
Dallas, Tx

SPECIALIZED TRAINING

United States Drug Testing Laboratories 2021
Alcohol Biomarkers, FASD (Fetal Alcohol Spectrum Disorder), ETG testing in umbilicalcord, FAEE (fatty acid ethyl ester analysis) by J. Jones PhD

United States Drug Testing Laboratories 2021
Confirmation testing
Qualitative v Quantitative analysis
Cutoff levels in toxicology
Interpretation of hair tests
by J. Jones, PhD

International Association of Bloodstain Pattern Analysts 2021
Annual Training Conference
Reconstruction of Cast-Off Bloodstain Patterns
by Attinger
Crime Scenes in Brazil: A Bloodstain Pattern Analyst's Overview
A Case Study: Utilizing BPA to Determine Homicide v. Suicide by Gerad (Utah)
Reconstruction Conclusions in BSPA
J. Morris
The Future of BPA and a study in Microgravity
Recognition of Insect Pattern Evidence Produced by Adult Diptera by Rivers (Maryland)
Examination of Fly Spots using ALS
B Fox
Case Study: A case of Unusual Patterns
J Zakavec

United States Drug Testing Laboratories 2021
Detecting Illicit Fentanyl in Newborns
Umbilical cord tissue detection
Hospital-administered fentanyl levels
Current trends with fentanyl
by J. Jones, PhD

United States Drug Testing Laboratories 2021
Detection of Fentanyl in Hair Specimens
Case reports, relevant data, trends
by J. Jones, PhD

Glock Pistol Toolmarks: A Literature Review and 2021
Introduction of Undocumented Toolmarks
National Institute of Justice-Forensic Technology
Mateo Serfontein
Firearms/Tookmark Section
Medical Examiner's Office
Tarrant Co, Texas

SPECIALIZED TRAINING

Standards Development Activities in Forensic Toxicology
Marc LeBeau, PhD* 2022

The Rise of the “Cannabisomers” Jeff Walters 2022

Impaired Driving Cases With Clonazolam Nicholas B. Tiscione, BS* 2022

Gabapentin in Driving Under the Influence of Drugs (DUID): An Update Jolene Bierly 2022

An Assessment of the National Safety Council’s Tier 1 and Tier 2 Scope Recommendations in Authentic Driving Under the Influence of Drugs (DUID) Cases Grace Cieri 2022

The Use of Statistical Models to Evaluate Signs of Cannabis Impairment During Drug Recognition Expert (DRE) Evaluations R. Ram 2022

The Development and Validation of an Analytical Method for Ten Novel Designer Benzodiazepines in Blood Using Liquid Chromatography/Tandem Mass Spectrometry (LC/MS/MS) Pucheng Ke 2022

Quantitation of Synthetic Cannabinoid, 5F-MDMB-PICA, and its Metabolites in Authentic Human Biological Samples using Liquid Chromatography Tandem Quadrupole Mass Spectrometry (LC-QQQ-MS) Sara Walton 2022

An Explanation and the Impacts of a Class-Wide Ban on Synthetic Cannabinoids: What Does the Future Hold for This Already Challenging Novel Psychoactive Substances (NPS) Subclass? Alex Krotulski, 2022

The 2021 Novel Psychoactive Substance (NPS) Landscape: The New, the Nuanced, and the Long-Haulers Donna Papsun 2022

Multimodality Surveillance of Adverse Events of Designer Stimulants From 2013 to 2020 Jeri Ropero-Miller 2022

An Evaluation of Enzyme-Linked Immuno-Sorbent Assay (ELISA) for the Detection of Novel Psychoactive Benzodiazepines Christie Mitchell-Mata 2022

SPECIALIZED TRAINING

An Evaluation of Three Extraction Techniques for the Analysis of 11 Drugs and Metabolites in Authentic Hair Reference Material Brianna Spear 2022

Branching Out: A Report of a Fatal Intoxication Case Involving 2-Methyl-2-Butanol Michael Lamb 2022

Fatal Intoxication Involving 2-Methyl AP-237:
A Case Report Michael Truver 2022

Drug Taxonomy in Forensic Science Data for
Integration Into Medicolegal Death Investigation
Systems Alex Krotulski 2022

Postmortem Polysubstance Use Trends in
Tramadol-Positive Cases From 2015–2020 in Pennsylvania
Stephanie Marco 2022

A 3D Origami Paper-Based Microfluidics Device for Creatine
Analysis in Urine: A Disposable Tool for Identifying Urine Sample
Adulteration by Dilution Giacomo Musile 2022

The Evaluation and Laboratory Testing of Synthetic Urines and
Urine Adulterants Available in the United States
Svante Vikingsson 2022

Respiratory Depressant Effects and Pharmacokinetics of Oral
Mitragynine (Kratom) and Oxycodone in Rats
Marilyn Huestis 2022

The Application of All Ions Data Acquisition and SureMass
Quantitative Data Analysis for Comprehensive Drug Screening
Detection in Whole Blood Jessica Ayala 2022

Field Impairment Testing: Establishing the Statistical Variability
and Uncertainty of Measurement in the General Population
Lucy Victoria Watson 2022

Taking the Lead: Jan Bashinski and the Development of Modern
Analytical Methods for the Chemical Detection of Gunshot
Residues Michelle D. Miranda 2022

Standards Development Activities Related to Ignitable Liquids,
Explosives (ILE), and Gunshot Residue (GSR)
Brenda Christy 2022

Ricochet of Polymer-Coated Bullets
Stephen Daly 2022

SPECIALIZED TRAINING

The Association of Smokeless Powders and Lab-Generated
Residues to Organic GSR Using GC/MS and DART
Lennert 2022

Elemental Profiling of Total GSR using total refelctive X-Ray Fluor
Spect - Gong
2022

A Pilot study of lead isotopes and trace Element utility in shooting invest - Flores
2022

A Study on the Longevity of pGSR in an Outdoor Environment
Chany 2022

Probabilistic Interpretation of a Large population study of GSR and background profiles Hoggatt 2022

United States Drug Testing Laboratories 2022
Protecting your Newborn with Forensic Analysis
Forensic analysis vs Clinical analysis
by J. Jones, PhD

United States Drug Testing Laboratories 2022
Prevalence of Fentanyl and Coexposure in Newborns
(21,000 umbilical cords tested)
by M. Jones

United States Drug Testing Laboratories 2023
Xylazine Challenges and Adulterants
by Andre Sukta

PROFESSIONAL AFFILIATIONS

American Academy of Forensic Sciences
American Chemical Society (past member)
International Assoc of Bloodstain Pattern Analysts
Northwest Association of Forensic Scientists (past member)
California Association of Toxicologists (past member)
International Association for Chemical Testing (past member)

PUBLICATIONS RESEARCH

Time of Death in Blacktail Deer, Journal of Forensic Sciences, Vol 28, No. 3 July 1983

Determination of Arsenicals in Submicrogram Quantities, United States Army Research

PUBLICATIONS RESEARCH

Poppy Seed Ingestion - The Oregon Perspective, Journal of Forensic Sciences, Presented to the AAFS July 1992

Drug Testing in DUII Cases, Between the Lines, 1991

Drug Usage on Oregon Highways– Published as a legislative concept regarding DUII laws

Poppy Seed Impairment, DRE Newsletter 1991

The Family of Tryptamines , Northwest Evaluator – 2005

Extention of Drug Impairment Times, Northwest Evaluator 2006

Limit of Detection; A study of Signal-to-Noise Ratio, Oregon State Police Forensic Division training manuals 2006

Blood Toxicology Extraction Procedure Validation Study, Oregon State Police Forensic Division training manuals 2006

The Prosecutor's Guide To Toxicology, Department of Justice 2006

Toxicology to DRE's, Northwest Evaluator - 2007

Blood-Breath Correlation Regarding the CMI 8000 – published as an administrative rule document

"There Is No Magic Pill" presented to Oregon District Attorney's Association

Characteristics of Drivers Impaired by Downside Effects of CNS Stimulant Use, co-authored with Dr. Karl Citek

Alternative Resources for Bloodstain Pattern Analysis International Association of Bloodstain Pattern Analysts 2011

ADDITIONAL ACTIVITIES

One year research for DUII legislative proposal.
Testify to Oregon Legislature regarding DUII laws.
Analyze and compare tissue trauma wounds from medical examiner cases

PRESENTATIONS

Controlled alcohol consumption / blood-breath correlation - impairment workshops.

Crime scene-blood spatter / reconstruction seminars presented to police officers.

Provide consultation and lectures to medical and forensic experts regarding technical aspects of toxicology (e.g. Dr. William Brady, Dr. Robert Julien)

Northwest Fire and Arson Seminar

Drug Recognition School 1995-2007

District Attorney's Association –Inhalant Toxicology

Clinical Drug Rehabilitation Agencies, presented annually

"Victimless Crimes" –District Attorney's Association

"Drug Facilitated Rape" – District Attorney's Association

Oregon State Police Forensic Academy

University of Oregon Law School – Toxicology Concepts

Toxicology / alcohol seminars
Defense Seminar April: co-lecture with Dr. Julien 2005
Univ. of Ore. Law School-– 2006/2008/2010
Josephine Public Defenders Office – 2004

Toxicology seminars to courts / judges

Toxicology seminars to clinical drug staff

DUII Multi-Disciplinary Seminar

DUII Homicides – "Lethal Weapon"

"Prosecuting the Drugged Driver", presented annually

Forensic Toxicology and Oregon's DRE Program –
Oregon Judge's Conference – Sept 2007

Forensic Toxicology: Oregon State Bar Association 2010

Forensic Toxicology – OCDLA 2010
Crime Scene Analysis
Blood Spatter Analysis
Trauma Wound Analysis

PRESENTATIONS

Forensic Toxicology – OCDLA - 2011
Trauma Wound Analysis

Univ. of Oregon Law School – 2011
Forensic Science

Forensic Toxicology – OCDLA 2012

Forensic Toxicology- OCDLA	2014
Forensic toxicology – Washington State Defense Attorney's Association	2014
Forensic Toxicology/Forensic Science – Idaho State Defense Attorney's Association	2015
Forensic Toxicology - OCDLA	2017
DUII Science for Attorneys – OCDLA	2018
Determination of Time of Use Based on marijuana Metabolites in Urine - Polk Co Law Firm	2020
Toxicology for Attorneys - Eugene Public Defender's Office	2022

AWARDS

Oregon District Attorneys Association: recognizing my contribution and research in DUII enforcement

DUII Task Force: recognizing my achievements in their program

DRE program: recognition from the OSP re Impaired Driving

PORTLAND PUBLIC SCHOOLS
OFFICE OF THE SUPERINTENDENT
501 North Dixon Street / Portland, OR 97227
Telephone: (503) 916-3200
Mailing Address: P. O. Box 3107 / 97208-3107

*****Sent via electronic mail, and regular and Certified US Postal Service mail*****

June 4, 2024

Mr. Nathaniel Williams
2002 NE Wasco St
Portland, OR 97232

Re: 20-day Notice of Intention to Dismiss from Employment

Dear Mr. Williams,

This letter is your 20-day notice of my intent to recommend that the Board of Education terminate your employment with the District. This recommendation will be made to the Board on August 20, 2024. The statutory basis for this recommendation is:

Insubordination, Neglect of Duty, Immorality, Physical/Mental Incapacity and Inadequate Performance. ORS 342.865 (1) (c), (d) and (g).

Background
You have been employed as a contracted professional educator at Faubion PreK-8 School since August 16, 2018.

On October 17, 2023, the District provided you with written notice of its proposal to dismiss you from employment. On October 24, 2023, you attended a pre-dismissal Loudermill meeting with your union representative, Bao Nguyen. Faubion principal Dr. Karmin Willams also attended, along with Sarah Fitch, Sr. Partner - Employee & Labor Relations. During that meeting, you and your union representative were given the opportunity to present evidence and testimony regarding the issues raised in the October 17 Loudermill Notice. You declined to make a statement or offer any additional testimony and after reviewing all of the facts and evidence, I am recommending your dismissal from employment.

The reasons for your dismissal are documented and detailed in the October 17, 2023, written proposal and incorporated here.

On August 17, 2023, a parent notified Principal Williams that you had failed a court ordered drug test. The parent provided a copy of a July 28, 2023, Findings of Fact & Conclusions of Law signed by Multnomah County Circuit Judge Xiomara Torres. In those Findings, the court determined that your July 5, 2023, urinalysis had tested positive for amphetamines & methamphetamines. The court con-

cluded that you are not able to have unsupervised contact with your child and restricted your supervised visitation with that child to two hours a week. You did not challenge or appeal that court decision.

On August 25, 2023, you met with Principal Williams and ELR Sr. Partner, Sarah Fitch, to discuss your failed drug test and District concerns that you may be using illegal drugs that impact your fitness for duty. You were represented by John McGee, PAT. During that meeting, you stated that you had been taking prescription medication and you indicated that you were willing to share prescription medication details with the District, and that would mitigate the results of the failed July drug test. During the meeting, you showed Ms. Fitch a medication container but the label was partially missing and the date of issue could not be ascertained. You refused to allow Ms. Fitch to photograph the medication container. Despite initially agreeing to share prescription information that you claimed would exonerate you, you have since refused and the PAT's position has been that the failed drug test in July is not the District's concern because you were not working at the time. The District disagrees with that position, and maintains that a failed drug test and a court ruling that you are not suitable to have unsupervised visits with your own child has a nexus to your job performance as a teacher / supervisor of children. We also note that this issue was brought to our attention by a parent – it was not something that the District proactively sought to find.

At the close of the meeting, Ms. Fitch asked if you would voluntarily submit to a drug test and you agreed to do so. Your union representative did not object to the test and accompanied you to the testing center.

The District contracts with an outside testing facility for its drug screens and despite the facility allowing test subjects to provide any prescription drug information that may influence the outcome of a drug test, you did not share prescription information with them at the time of your test. Your August 25, 2023, drug screen was positive for amphetamines and methamphetamine.

In an August 28 email, Ms. Fitch reiterated the District's request that you share prescription medication information. You responded and asked the District to "send a FMLA request to me for my medical provider asking for prescription information". Ms. Fitch duly emailed a medical records release form to you, that you failed to complete and return.

On September 8, Ms. Fitch again emailed you regarding your failure to provide prescription medication information to the testing facility. You did not respond to her email.

On September 15, Ms. Fitch again emailed you "You and I share the same goal of returning you to the classroom but that can't happen until you work through the process. Please accept Tracy's[1] help to navigate the system and please provide your prescription information and any other supporting information that the Medical Review Officer has requested."

Rather than comply with the District's repeated requests to provide prescription medication information, you took a privately scheduled drug screening test and in a September 19 email, you sent photographs of the paperwork that you received from the testing facility. Ms. Fitch responded, stating "I'm confused by what this is. It appears that you have taken it upon yourself to get a new drug screening test but that

[1] Tracy Williams, HR Associate - ELR

is not responsive to the District's request and instructions and it doesn't change the situation that we're in. You need to comply with previous emails, provide your prescription and the details of the pharmacy that you used to fill it. We've very clearly communicated this a number of times. Can you please confirm that you understand what is being asked of you and please confirm whether or not you have complied. Thanks." You responded that you had sent your prescription information to the lab, though Ms. Fitch later learned that the information that you submitted was not what was being requested.

Ms. Fitch emailed again, September 27, in another attempt to help you to navigate the process. On October 3, Ms. Fitch notified you that the documents that you provided to the testing facility were insufficient and again asked you to comply with the testing facility's requirements. You were given a deadline of October 4, 2023, to comply. To date, it is unclear to the District what information you have provided to the District's outside testing facility and the testing facility's Medical Review Officer has determined that there is no change to the initial failed drug test result that was issued as a result of your August 25, 2023, drug and alcohol test. Your contracted 2023/24 school year began on August 23, 2023, two days prior to you testing positive for methamphetamine and amphetamine.

Loudermill Hearing

At the Loudermill Hearing, you declined to make a statement and Bao Nguyen, Uniserv Consultant - PAT, spoke on your behalf. Mr. Nguyen did not offer any additional information or evidence and stated only that PAT's position was that the District "didn't have a reason or rationale to erroneously test Mr. Williams." The District disagrees with the PAT's position, as outlined above.

Findings

It is the District's conclusion that you have violated the following District policy, protocols, Oregon Administrative Rules and the Employee Handbook:

> Board Policy 4.30.023-P Healthy, Substance Free Learning Environments, which states "To ensure student wellbeing and optimal use of educational resources, the Portland Public Schools Board of Education and the staff of the district support healthy, substance-free learning environments for students and school staff."
>
> Administrative Directive 4.30.022-AD Healthy, Substance Free Learning Environment which states, "The Portland Public Schools Board of Education and the staff of the district support safe, healthy, and substance-free learning environments for students which are free of the detrimental effects of substances (drugs, alcohol, tobacco, and other substances)."
>
> Employee Handbook, which states "Drug Free Workplace Act. The Portland Public School District is subject to the requirements of the federal Drug Free Workplace Act of 1988. This Notice to Employees of Portland Public Schools is given to comply with that federal law. This notice is part of the District's Drug Free Awareness Program. It is our policy that the workplace is to be free of illegal drugs and the effects of these drugs.
>
> Employees affected by illegal drugs and certainly the use of drugs in the workplace are both very serious problems that affect safety, productivity, and our responsibility as role models to encourage our students to reject drug use and view it as unacceptable. Drug use in the

workplace can create a safety hazard to other persons and has proven to reduce productivity, to increase the rate of job errors, and to increase the incidence of on-the-job injuries.

The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace. Employees who violate that rule or are affected by illegal drugs at work are subject to discipline, which can include dismissal."

OAR 584-020-0010(5) The Competent Educator; The educator demonstrates a commitment to: Use professional judgment.

OAR 584-020-0035(2)(a) The Ethical Educator; the ethical educator, in fulfilling obligations to the district, will: 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;

OAR 584-020-0035(3)(a) The Ethical Educator; in fulfilling obligations to the profession, will: Maintain the dignity of the profession by respecting and obeying the law, exemplifying personal integrity and honesty.
OAR 584-020-0025(2)(e) Management Skills; Using district lawful and reasonable rules and regulations.

Accordingly, the District has concluded that your conduct constitutes grounds for dismissal pursuant to ORS 342.865, specifically:

(1)(b) **Immorality**; the District finds that being under the influence of methamphetamine and amphetamine while at work is immoral. A key component of an educator's responsibility and duty is to model appropriate behavior for students and using controlled substances contradicts that duty.

(1)(c) **Insubordination**; the District finds that the intentional violation of District policy is an act of insubordination. In addition, you were asked repeatedly to supply prescription information that you said would mitigate the positive result of your drug screen, and have failed to provide this information.

(1)(d) Neglect of Duty (1)(d); the District finds that your drug use constitutes neglect of duty and constitutes failure to follow the Drug Free Workplace directive.
(1)(e) **Physical or mental incapacity**; the District finds that being under the influence of methamphetamine and amphetamine renders you incapable of adequately performing all duties of a professional educator and is a safety risk for students assigned to your care. It is also a liability risk for the District.

(1)(g) Inadequate Performance; the District finds that evidence of your drug use constitutes inadequate performance.

Prior Discipline
A December 18, 2023, Written Reprimand was issued as a result of your misconduct. A District investigation found that you violated the following:

- 8.60.044-AD Social Media Use and Expectations for Staff
- The Family Education Rights and Privacy Act
- Professional Conduct Between Adults and Students Policy
- OAR 584-020-0010(1)(2)(3)(4)(5)(6) The Competent Educator
- OAR 584-020-0030(2)(b) Human Relations and Communications
- 6.50.011-AD Field Trips

Conclusion
Based on the evidence detailed in this letter, I am recommending your dismissal from employment.

As indicated, this recommendation will be made to the District Board of Education at the August 20, that you be dismissed from employment. Enclosed for your reference is a copy of ORS 342.805 to 342.937. A pre-termination hearing under PPS Policy 5.20.132-P, is scheduled for July 29, 2024. If the school board votes to terminate your contract, your employment with the District will end immediately upon the vote of the board.

If you have any questions about this process, please do not hesitate to contact Sarah Fitch, Sr. Partner - Employee and Labor Relations.

Sincerely,

Sandra Husk, Ph.D.
Interim Superintendent

Enclosures: ORS 342.805 to 342.937

cc: District School Board
Fair Dismissal Appeals Board
Sharon Reese, Chief Human Resources Officer
Karmin Williams, Principal - Faubion
Bao Nguyen, UniServ Consultant, Portland Association of Teachers

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Noah T. Barish*
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July 26, 2024

Via Email to mkane1@pps.net and via Google Drive document share

Presiding Officer
Portland Public Schools
c/o Mary Kane
Senior Legal Counsel

Re: PAT and Williams' Position Statement Opposing Superintendent's Recommendation to Dismiss
MBJ No. 03.1819

1. Introduction

This letter constitutes the Portland Association of Teachers' (PAT) and Mr. Nathaniel Williams' position statement opposing the Superintendent's recommendation to dismiss Mr. Williams from employment. The Superintendent has recommended Nathaniel Williams be terminated from employment based on an alleged positive drug test for methamphetamine on August 25, 2023. This recommendation is based upon faulty and misleading laboratory results creating the false impression that Mr. Williams was using illicit drugs, when in fact Mr. Williams only consumed Adderall, a properly prescribed medicine for his ADHD which is chemically indistinguishable in urine tests from methamphetamine. The District's proposed dismissal is the result of a flawed investigation, improper conduct by the Medical Review Office ("MRO") who evaluated his drug test, unwillingness to give credence to Mr. Williams' documented prescription for ADHD medication, and discrimination against Mr. Williams as an African American man with a disability. Mr. Williams is a hardworking and passionate teacher who plays an important role at Faubion Elementary. To terminate him over false allegations would be unjust and unlawful. Mr. Williams should remain a PPS educator.

This letter will recount Mr. Williams' personal background to illustrate who he is and what his mission is at Portland Public Schools. It will then recount the facts behind Mr. Williams' investigation and dismissal proceedings. Finally, it will explain why the District lacks just cause to terminate Mr. Williams and why the District has no lawful grounds to dismiss him.

2. Facts

a. Personal Background

Nathaniel Williams grew up in North Portland as the eldest of five children. He has had a long and untraditional path towards becoming an educator later in life, stemming from his passion for uplifting young people in his community. Mr. Williams founded a community-based nonprofit called Unify Portland in 2003, with the goal of reducing gang-based violence in Portland by guiding Portland youth towards a brighter future. His nonprofit organizes mentorships, community volunteer projects, career exposure, and other local events that support Portland's African American community. Unify Portland has given away laptops to children in need, organized back-to-school haircuts, and held a healing summit for Black men and boys. (Exhibit 1). Mr. Williams finds fulfillment in mentoring young people to become civically engaged, stay in school, and believe in their full potential.

Mr. Williams also spent years as a basketball coach, youth football coach, and a volunteer tutor to student athletes prior to becoming an educator. At one point during his coaching career, Mr. Williams had a student who was being recruited by several top colleges. Mr. Williams emphasized the importance of education to this student, and the student asked him "Where did you go to college?" This was a turning point for Mr. Williams, as he realized that he needed to lead by example. In 2013, at 40 years old, Mr. Williams began attending Portland State University. He graduated in 2015 with a bachelor's in social science. In 2017, Mr. Williams graduated from Concordia University with a Master of Arts in teaching. He has been teaching at Faubion Elementary since 2018 and loves it. To Mr. Williams, teaching is more than a career. It is his passion and life's work.

In addition to teaching his 5th grade class, Mr. Williams organizes Faubion's annual participation in the international competition, The Amazing Shake. Mr. Williams learned about this competition years ago and brought it to Faubion himself, determined that it would benefit Faubion students. The Amazing Shake is a Ron Clark Academy leadership and professional skills competition that teaches skills that are essential for professional interactions. The students practice job interview questions, learn to network in a professional context, and participate in a friendly debate. The Faubion competition is sponsored by First Interstate Bank. The top five students meet with managers from five different departments at First Interstate Bank and undergo a mock job interview, gaining exposure to future career opportunities. The winner of the Faubion competition is sponsored by First Interstate Bank to advance to the National Amazing Shake competition in Atlanta, Georgia. Mr. Williams is proud to have brought this competition to Faubion and has plans to help other schools in the District and state expand the local competition.

Mr. Williams is a valuable teacher at Faubion, and is well loved by students, parents, and teachers alike. A former student, a colleague, family of a former student, and multiple community members, have all written letters of support for Mr. Williams. (Exhibit 2). They vouch

for his upstanding character and passion for education. Mr. Williams belongs in the classroom, and the students at Faubion deserve a teacher with Mr. Williams' energy, positivity, and lived experience. In addition to being a skilled and passionate educator, Mr. Williams is one of the only African American teachers at a majority Black elementary school. He gives the students both cultural understanding and a role model in the classroom. Educators like Mr. Williams are not to be taken for granted, and the Board should recognize his upstanding character and value to Faubion when making an informed decision concerning his future as an educator.

b. The District's Investigation

During the summer of 2023, Mr. Williams was involved in a family court case concerning the custody of his ten-year-old son. For this case, Mr. Williams was ordered to submit to a court-ordered drug test, which he took on July 5, 2023. Mr. Williams received a false positive on this test, because of legally prescribed medications. Mr. Williams is diagnosed with ADHD, and during his child custody case he began to suffer from additional mental health struggles caused by the stress of fighting to see his son. Mr. Williams was prescribed Wellbutrin on April 4, 2023 to treat his ADHD. (Exhibit 3). Mr. Williams was taking Wellbutrin at the time of his court ordered drug test. As is described in a report written by expert toxicologist Kenn Meneely, with 45 years of experience in toxicology (Exhibit 4), Wellbutrin can cause false positive results on drug tests if the testing lab does not know of the medication and therefore does not use the correct confirmation procedures to distinguish the medication from street drugs. (Exhibit 4 at 5,6). Mr. Williams did not understand that he needed to provide his medication information to the testing facility at the time of the test. As a result, Mr. Williams' drug test came back positive. The positive drug test results were mentioned in Mr. Williams' family court supplemental judgment dated July 28, 2023.

On July 14, 2023, Mr. Williams reported to his primary care provider's office that Wellbutrin was making him drowsy and his mood "flat", and that it was not helping him sufficiently with his ADHD. In an appointment on July 17, 2023, Mr. Williams was also prescribed Adderall for his ADHD. (Exhibit 3, at 2). Mr. Williams filled the prescription that day and began taking Adderall.

On August 17, 2023, the District claims that a parent submitted a complaint to PPS with a copy of the July 28, 2023 court judgment, reporting the positive drug test to the District.

On August 25, 2023, near the beginning of the contract year but before the start of the student school year, the teachers at Faubion Elementary were participating in staff meetings about the upcoming year. That day, Mr. Williams participated in the staff meetings, exhibiting no signs of intoxication to those around him, including colleagues John McGee and Damon Miller. (Exhibit 5). He even briefly presented to his peers about restorative circling, a classroom conflict resolution technique. At the end of a staff meeting, PPS Sr. Employee and Labor Relations Partner Sarah Fitch approached Mr. Williams and asked to speak with him in private. Mr. Williams spoke with Ms. Fitch and Faubion Principal Karmin Williams, alongside his PAT building representative John McGee.

Ms. Fitch disclosed that PPS had been notified of the July 5, 2023 family court drug test results. Mr. Williams quickly explained that the false positive was due to his Wellbutrin prescription. Mr. Williams then explained that his treatment plan had changed, and that since

the middle of July he had been prescribed Adderall to treat his ADHD. He was both finishing taking his Wellbutrin and taking his new Adderall prescription. He pulled out his Adderall bottle to show Ms. Fitch. She asked him if she could take a picture of the bottle, and Mr. Williams declined due to feeling uncomfortable with her possessing a photograph of his private medication. After he declined, Ms. Fitch told him that he would have to let her write down the prescription details. She then copied down the details on the label of the bottle. Afterwards, Ms. Fitch told Mr. Williams that he needed to take a drug test, saying "we don't want people on drugs in front of our kids." Even though there was no evidence of Mr. Williams being intoxicated or impaired that day, Mr. Williams complied and took the drug test at a laboratory selected by PPS, accompanied by Mr. McGee.

After Mr. Williams took the drug test, Ms. Fitch asked Mr. Williams via email on August 28, 2023 to provide the names and dosages of his medications, along with his doctor's contact information. (Exhibit 6). Initially, Mr. Williams declined to send his personal medical information, on the advice of his union representative Bao Nguyen. Mr. Williams was placed on administrative leave on August 29, 2023.

On September 1, the Medical Review Officer (MRO) assigned to interpret and communicate Mr. Williams' August 25, 2023 drug test results called Mr. Williams to inform him that his August 25 drug test came back as positive for Amphetamine and Methamphetamine. The Medical Review Officer began questioning Mr. Williams about his medications, and Mr. Williams informed them that he was prescribed Wellbutrin and Adderall. Unaware of the lack of a confirmation test to scientifically determine his false positive, Mr. Williams requested a reanalysis of his test, and the Medical Review Officer discussed the steps necessary for a reanalysis, including a $150 fee. The Medical Review Officer then continued speaking about Mr. Williams' positive results in a manner that Mr. Williams found to be accusatory, and Mr. Williams grew uncomfortable without legal representation to advise and advocate for him on the call. Mr. Williams told the Medical Review Officer that he would like the Medical Review Officer to speak with a lawyer on his behalf, and they ended the call.

Subsequently, the MRO provided a 1-page written document identifying the results of the August 25, 2023 test, simply stating "POSITIVE" for both Amphetamine and Methamphetamine. (Ex. 6a).

On September 8, 2023 Ms. Fitch emailed Mr. Williams reminding him of the District's requests for his prescription information. (Exhibit 9).

On September 13, 2023 Mr. Williams went to his pharmacy and asked for a copy of his prescription information. The pharmacy gave him multiple printouts with information on his Wellbutrin and Adderall prescriptions. These printouts contained all information requested by Ms. Fitch: his doctor's name, the medication name, and the dosage amounts. (Exhibit 10). He then walked into the PPS HR office where he met Ms. Fitch and Tracy Williams and provided them with the physical copies of these printouts. Ms. Fitch advised him to send the documents to the MRO.

Ms. Fitch emailed Mr. Williams on September 15, 2023 stating that she appreciated him coming to see her in person and that he should work with Tracy Williams to provide his prescription information. (Ex. 9). Mr. Williams was confused about this submission process, as

he had already submitted this information to HR and Ms. Fitch had copies of the printouts. Mr. Williams is a 50-year-old man with ADHD, and he is not experienced with technology. He does not have access to a computer at home and does his best to understand and comply with the District's requests using his cell phone. Mr. Williams attempted to email Ms. Fitch on September 18, 2023 again describing his false positives due to his medications, and informing her that he had taken a second private drug test. He also offered to take random observed drug tests throughout the school year, eager to begin teaching again. However, Mr. Williams accidentally sent this email only to PAT representative Mr. Nguyen.

On September 18, 2023, Mr. Williams then emailed his prescription printouts to the MRO on that same day, as was requested by Tracy Williams and Ms. Fitch. (Exhibit 11).

On September 19, Mr. Williams emailed the results of his private drug test to PPS, as he had discussed in his September 15 email accidentally sent to Mr. Nguyen. (Exhibit 12).

On September 20, Mr. Nguyen emailed Ms. Fitch and Tracy Williams to notify them that Mr. Williams had complied with the District's requests to submit his medication information, and asked if anything further was required of Mr. Williams.

On September 22, Ms. Fitch replied to Mr. Williams, saying that his private test "doesn't change the situation that we're in" and that Mr. Williams still needed to submit his prescription documents. (Exhibit 12). Mr. Williams at this point had submitted the prescription documents both to the HR office and to the MRO and was very confused as to why the District claimed not to have the documents verifying his prescriptions.

On September 26, 2023, Mr. Williams sent a clarifying email to Ms. Fitch stating that he had meant in his last email to say that he had already submitted his prescription information twice and that he was sending in the results of his private drug test. (Exhibit 13). That same date, he also resubmitted his prescription information to the MRO by email. (Exhibit 18, at 1-3)

On September 27, 2023 Ms. Fitch emailed Mr. Williams stating that the MRO still did not have the prescription documents and requesting that he send his ID ticket number from his prior submission to the MRO to verify that they were sent. (Exhibit 13).

On September 29, Mr. Nguyen submitted Mr. Williams' ID ticket number for Mr. Williams. (Exhibit 14).

On October 3, 2023 Ms. Fitch emailed Mr. Williams stating that the documents he had sent to the MRO were "outside of the scope of the regular process and inadmissible for review," and that he had still not sent in his prescription details. Mr. Williams had sent in prescription printouts from his pharmacy multiple times and was again confused as to why these documents would be outside the scope of the review process, as they contained the names of his medications, dosages, and his doctor's name as was requested by Ms. Fitch and the lab. Ms. Fitch stated in the email that to simplify their request, the MRO would accept a photo of his mediation container. She asked that the photo be sent by the next day and stated that failure to comply would be considered insubordination. (Exhibit 15).

Despite his confusion throughout this process, Mr. Williams was desperate to prove that he had not taken illicit drugs and to reenter the classroom. Therefore, he thoroughly adhered to

Ms. Fitch's demands, as well as going above and beyond to prove his compliance with her request.

On October 4, 2023 at 4:01 pm, Mr. Williams sent a picture of his Adderall bottle to Tracy Williams. (Exhibit 16). At 4:04 pm, he sent a picture of his Wellbutrin prescription printout to Tracy Williams. (Exhibit 17). At 4:50 pm, he emailed the MRO, informing them that the attached documents are what were provided by his pharmacy, and that at the time of his drug test he was taking both Adderall and Wellbutrin but that he had phased out the Wellbutrin in his treatment plan and therefore no longer had the Wellbutrin bottle in his possession. Two pictures were attached to the email of his Adderall and Wellbutrin prescription printouts, provided by his pharmacy. (Exhibit 18). At 5:20 pm, Mr. Williams sent four pictures of his Adderall bottle to the MRO, taken at several different angles so as to show the entirety of its label. (Exhibit 19).

At 8:57 am on October 5, 2023, Mr. Williams received replies to his submissions from the lab confirming that they had received his prescription information. (Exhibit 20). Mr. Williams received no further response from the MRO regarding the information he submitted.

On October 17, 2023 Mr. Williams received a Loudermill notice from PPS beginning his termination process. The notice states that Mr. Williams failed to comply with the District's requests to provide his prescription medication information. (Exhibit 21). On October 24, 2023 Mr. Williams attended his Loudermill hearing accompanied by Mr. Nguyen, who asserted that PPS had no right to subject Mr. Williams to a drug test in the first place as there were no facts to show that he was ever under the influence of illegal drugs while performing his duties as a teacher.

On December 19, 2023 the District sent Mr. Williams a 20-day Notice of the Intention to Dismiss from Employment, describing the District's alleged version of Mr. Williams' conduct. (Exhibit 22). The District later reissued its 20-day Notice of Intention to Dismiss on June 4, 2024 to identify a new Board hearing date and include a new Superintendent as signatory, but otherwise substantively the notice was the same. (Exhibit 22a).

c. Expert Toxicology Analysis

On January 20, 2024, forensic toxicologist Ken Meneely provided an expert analysis of Mr. Williams' situation in response to a request from PAT counsel. (Exhibit 4). The topline observation from Mr. Meneely's report was that lawfully prescribed Adderall frequently causes false positive results on drug tests for Amphetamine and Methamphetamine. Mr. Meneely reviewed the one-page results from the August 25, 2023 test, as well as the exact prescription printout photos and pictures of Mr. Williams' medication bottles that Mr. Williams submitted to the MRO on October 4, 2023, as requested by the District.

Mr. Meneely's expert toxicology report states that "it is not uncommon for patients receiving Adderall medications to have their biological specimens test positive for both amphetamine and methamphetamine." (Exhibit 4, at 6). Mr. Meneely's assertion drew support from several sources. First, Mr. Meneely relied on own professional experience, noting that "my forensic and clinical experience in a drug treatment facility where patients were provided Adderall under strict controlled conditions; both methamphetamine and amphetamine was reported in their drug tests (see example)." *Id.* Mr. Meneely reproduced redacted diagrams from a particular patient

provided Adderall under clinically controlled circumstances, where toxicological examination showed high levels of Amphetamine but also smaller levels of Methamphetamine:

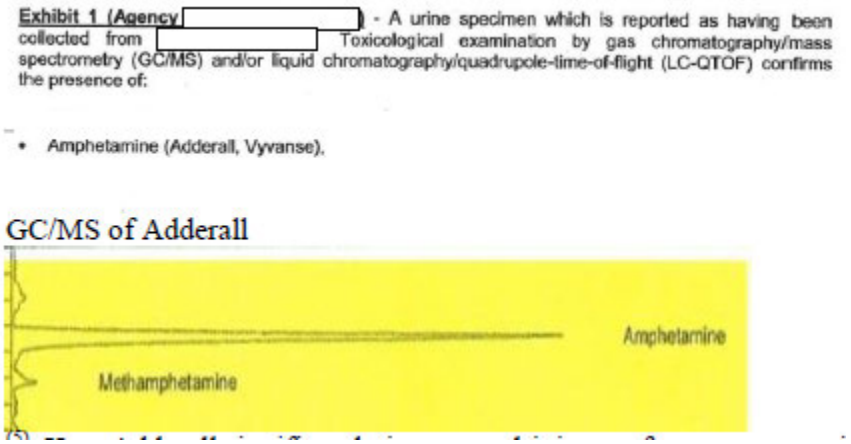


Exhibit 1 (Agency [redacted]) - A urine specimen which is reported as having been collected from [redacted] Toxicological examination by gas chromatography/mass spectrometry (GC/MS) and/or liquid chromatography/quadrupole-time-of-flight (LC-QTOF) confirms the presence of:

- Amphetamine (Adderall, Vyvanse),

GC/MS of Adderall

Id.

Second, Mr. Meneely referenced that "[t]his concept was also reported by Baselt and SOFT," two pieces of scholarly literature in the field. *Id.* Randall Baselt's book, *Disposition of Toxic Drugs and Chemicals in Man*, which is widely regarded by toxicologists as the "bible" of their field. Baselt's book states: "Methamphetamine was detected in minor amounts (9-594 ug/L in urine of 12 Adderall patients hose urinary amphetamine levels ranged from 5.6 - 426 mg/L; its presence was explained as a possible contaminant in the pharmaceutical dosage form (Fleming et al., 2014)." (Ex. 7, at 2). Baselt references a study presented to the annual meeting of the Society of Forensic Toxicologists (SOFT) in 2014, which demonstrated that positive results for Methamphetamine can be caused by Adderall. (Exhibit 7, at 5). As a result, Mr. Meneely observed that "it is common for patients receiving Adderall medications to have their biological specimens test positive for both amphetamine and methamphetamine." (Ex. 4 at 7). Mr. Meneely also stated: "It is irresponsible for a laboratory to ignore common prescribed medications that an individual is taking and avoid providing any disclaimers in a report that would notify the non-scientist/reviewer in the report that the use of medications can be mis-interpreted as abuse of a street drug." Mr. Meneely therefore opined that the laboratory responsible for the August 25, 203 test "should issue an acknowledgement that Mr. Williams' test results could be due to his medications, and that the test itself would not be able to distinguish between a positive result due to Adderall and a positive result due to street drugs." *Id.* Mr. Meneely concluded: "Based on my work as a police officer, 45 years of forensic toxicology experience, and 8 years with patients in a controlled environment in drug and alcohol treatment programs; it is my professional opinion that Mr. Williams' Quest report was from the use of either Vick's Inhalers or his Adderall medication." *Id.* (emphasis added).

d. PAT Communication with the Medical Review Office

After Mr. Williams received his initial 20-Day Notice and PAT obtained the expert toxicology analysis, PAT's counsel repeatedly contacted the MRO to request that they add a disclaimer to Mr. Williams' drug test report indicating that the positive results are likely due to his prescription medication.

On January 22, 2024, PAT's counsel submitted Dr. Meneely's expert report to the MRO with the request that such a disclaimer be added to Mr. Williams' results. (Exhibit 4.) An adequate disclaimer would look like the one on the OSHU model report attached as Exhibit 8. OHSU's disclaimer states that their confirmation test "will produce positive results for urine specimens collected from patients who are administered Adderall and Benzedrine; Desoxyn and Vick's Vapoinhaler; Selegiline (metabolized to methamphetamine and amphetamine); and clobenzorox, famprofazone, fenethylline, fenproporex, and mefenorex, which are amphetamine pro-drugs." (Exhibit 8). This OHSU confirmation test description clearly shows that drug tests taken at OHSU may still show positive results for Amphetamine and Methamphetamine after a confirmation test if the patient is taking certain prescription drugs, including Adderall. (Exhibit 8). The MRO here, employed by a third-party independent contractor called eScreen, did not issue any such disclaimer, nor did they inform PPS or Mr. Williams that no confirmation test exists to determine whether the positive test was due to street drugs or Mr. Williams' Adderall prescription.

Following this request, PAT's counsel had multiple phone conversations with counsel for the MRO, attempting to receive an amended drug test report. These conversations concluded on February 14, 2024 when the MRO sent a letter and an amended drug test report to PAT counsel. (Exhibit 23 and Exhibit 24). The letter stated that the Medical Review Officer had removed the positive result for Amphetamine, leaving only the positive result for Methamphetamine. The letter claims that the Amphetamine positive was not removed immediately because on September 1, 2023, when Mr. Williams spoke on the phone with the Medical Review Officer, he "refused to provide any documentation regarding the medications he was taking" and instead said he had legal counsel and "threatened to sue the lab." Mr. Williams has never made any such threats of litigation. Moreover, the MRO's claim that they were unable to change the results due to a lack of information does not make sense. The letter admits that a month after the phone conversation, in October 2023, Mr. Williams submitted the requested information to the MRO. The MRO has had in its possession the required medical information necessary to amend the report since October 4, 2023, at the very latest. However, the MRO only issued a new report in February 2024 after receiving a request from PAT's counsel. That request from PAT's counsel did not contain any new prescription information. Therefore, it was within the MRO's capabilities to change the results of this test at any point between October 2023 and February 2024, and yet they neglected to do so.

In addition, there are inadequacies with the MRO's amended drug test report. First, the report removes the positive for Amphetamine but not Methamphetamine, asserting that Adderall could cause the positive for the former but not for the latter. This is not supported by scientific literature in the field of toxicology and is contradicted by Baselt's treatise and Mr. Meneely's first-hand experience of over 45 years in the field that Adderall can and does create false positive results for Methamphetamine.

Not only is the MRO's claim scientifically inaccurate, but it contradicts the requirements of Department of Health and Human Services' Mandatory Guidelines for Federal Workplace Drug Testing Programs. The Department of Health and Human Services, when describing cutoff concentrations to be reported on employee drug tests, states: "To be reported positive for Methamphetamine, a specimen must also contain Amphetamine at a concentration equal to or

greater than 100 ng/mL."[1] This means that a report which is positive for Methamphetamine should always be positive for Amphetamine as well. If the Amphetamine positive is removed, then it is improper for the MRO to keep a Methamphetamine positive in the report.

Furthermore, the new report itself was improperly issued, showing the low standard of care and professionalism of the MRO. According to Mr. Meneely, a drug test report is a scientific document that is written to record the laboratory's results and to explain them to a lay audience. A report should not omit or change scientific results after a laboratory test is conducted. Instead, the report should show that the lab found positive results of a substance, and then use knowledge of an individual's medication information to explain why those results occurred. The proper procedure here would be to add something akin to the form of disclaimer that was requested by PAT's counsel and that is shown in OHSU's description of their Amphetamine/Methamphetamine confirmation test results in Exhibit 8. Instead of issuing a disclaimer, the MRO issued an amended report, omitting Mr. Williams' positive laboratory results for Amphetamine but still failing to explain why Mr. Williams likely received a positive result for Methamphetamine. This was irresponsible and misleading.

On March 14, 2024, after receiving the amended MRO report, PAT counsel requested and received the medical review office's litigation packet for Mr. William's case. (Exhibit 25). This packet is intended to comprehensively document the drug testing lab's procedures and findings, which would then be reviewed by a medical review officer when issuing the drug test report.

The litigation packet revealed additional issues with both the initial and amended drug test reports. According to Mr. Meneely's analysis, the litigation packet illustrates certain flaws with certain of the Quest lab's drug testing procedures, as well as illustrates how the MRO failed to accurately report on the results of Quest's testing.

For example, the lab's original results show that Mr. Williams' levels showed nearly four times the levels of amphetamine as for methamphetamine. (Ex. 25, at 58). According to Mr. Meneely's testimony, this ratio where amphetamine levels exceed methamphetamine levels is consistent with Adderall use, not use of illicit methamphetamine. The exact opposite ratio—with methamphetamine levels significantly higher than amphetamine levels -- would be expected from a user of illicit methamphetamine. According to Mr. Meneely, a responsible and scientifically sound MRO report would thus add a disclaimer that the results are likely caused by prescription Adderall. The MRO reports here both omits the actual the levels found by the lab (which can be seen in the full litigation packet), as well as lacks any such disclaimer.

In addition, according to Mr. Meneely's analysis, the litigation packet reveals flaws in Quest's lab results themselves concerning the ratio of Methamphetamine d/l isomer. (Exhibit 25, at 92, 127-132). In particular, as Mr. Meneely will explain in testimony, Quest lab's reporting on this particular test shows significant carryover contamination, which functionally invalidates all the resulting results. Carryover contamination is apparently a common problem in toxicology laboratories, and Mr. Meneely has experience in procedures to identify and prevent such contamination, which were apparently not used by the Quest lab in this particular assessment of

[1] *Mandatory Guidelines for Federal Workplace Drug Testing Programs*, 73 Fed. Reg. 228, 24 (Nov. 25, 2008).

the ratio of methamphetamine d/l isomer. The carryover contamination in the methamphetamine d/l isomer analysis means that Quest's reporting of Mr. Williams' ratio of 92%/18% methamphetamine d/l isomer is entirely unreliable and provides no basis to conclude that Mr. Williams had consumed illicit methamphetamine.

In conclusion, the MRO has issued a report with unnecessary delays, scientific errors, procedural errors, and omissions in the lab's scientific findings. The underlying lab data found in the litigation packet further reinforces Mr. Meneely's initial conclusion that Mr. Williams' test results are consistent with taking his prescribed Adderall, not street methamphetamine. The presiding officer and the Board should therefore reject the MRO's misleading assertion that Mr. Williams' August 25, 2023 test was positive for methamphetamine, with no added disclaimer or explanation that such results likely resulted from his prescribed Adderall.

3. Legal Argument

a. The District Lacks Just Cause to Dismiss Mr. Williams

The District lacks just cause to dismiss Mr. Williams because the allegations relied on by the District are untrue, the investigation against him was biased and violated his due process rights, and there has been no progressive discipline.

i. The Facts Alleged by the District In the 20-Day Notice Are Untrue

The District's 20-Day Notice (Exhibit 22, 22a) contains numerous untrue or misleading statements about Mr. Williams, as follows:

(1) The 20-day Notice states that Mr. Williams "did not challenge or appeal" his family court judgment. (Ex. 22a, at 2). That allegation is false. He did appeal the judgment, and even if he had not, his legal strategy regarding his child custody case is irrelevant here and including it here is a blatant, calculated attempt at character assassination against Mr. Williams. The District's claim implies that Mr. Williams didn't appeal because there were no errors within the judgment, which again is false. Mr. Williams filed a Notice of Appeal on October 27, 2023, relating to the family court's judgment that implemented its July 28, 2023 order. (Exhibit 26).

(2) The 20-day Notice states that on August 25, "During the meeting, you showed Ms. Fitch a medication container but the label was partially missing and the date of issue could not be ascertained. You refused to allow Ms. Fitch to photograph the medication container. Despite initially agreeing to share prescription information that you claimed would exonerate you, you have since refused . . . ." (Ex. 22a at 2). This allegation is false and fails to portray Mr. Williams' cooperation with Ms. Fitch and provision of prescription information to the MRO, as requested by the District. First, the medication bottle Mr. Williams showed the District did not have any relevant part of the label missing, as is evidenced by a photograph of that same bottle Mr. Williams took in August 2023 with the label intact. (Exhibit 27). Though tiny portions of the label are torn, those portions contains none of the actual prescription information. It is true that Mr. Williams did not let Ms. Fitch photograph his medication on that date, as he felt uncomfortable with his personal information being recorded in this manner.

However, he did allow Ms. Fitch to write down the information from the label, a fact that is confirmed by Mr. McGee's statement. (Exhibit 5). Last, the allegation that Mr. Williams has since refused to share his prescription information is clearly and demonstrably false. Mr. Williams shared this prescription information numerous times with the District and with the MRO, including on September 13, 18, 19, 26, 2023, and October 3, and 4, 2023. (Exhibits 10, 11, 12, 16, 17, 18, 19).

(3) The 20-day Notice claims that "Ms. Fitch asked [Mr. Williams] if you would voluntarily submit to a drug test and you agreed to do so." (Ex. 22a at 2). This allegation is false. Ms. Fitch never informed Mr. Williams that this test was voluntary, and she instead told him that he must take the test because, "we don't want people on drugs in front of our kids." He submitted to the test because he was afraid that if he did not do so, he would lose his job.

(4) The 20-day Notice states that Mr. Williams was "under the influence of methamphetamine and amphetamine while at work . . . ." (Ex. 22a at 4). This is allegation is false. As described extensively above, Mr. Williams did not consume illicit street methamphetamine and was not "under the influence" of that drug while at work. As described by expert toxicologist Mr. Meneely, Mr. Williams' positive test for amphetamine and methamphetamine was a false positive caused by his lawful use of Adderall prescribed for his ADHD, which cannot be differentiated from illicit methamphetamine based on lab urine testing. Moreover, two witnesses confirm that Mr. Williams exhibited no signs of intoxication on August 25, 2023, reinforcing the fact that Mr. Williams was not "under the influence" of drugs on that day. (Exhibit 5). The District has a Reasonable Suspicion procedure and form (Exhibit 28) which is used to document the physical indications that an employee is intoxicated, such as slurred speech, flushed appearance, or inability to concentrate. The District has presented no such form filled out with observations of Mr. Williams and has not identified any physical symptoms or presented any contemporaneous evidence to indicate that Mr. Williams was intoxicated at work. The District's sole evidence of alleged intoxication, the drug test result, is entirely unreliable evidence precisely because it cannot distinguish between presence of illicit street drugs and Mr. Williams' lawful use of prescription Adderall, nor can it demonstrate intoxication.

(5) The 20-day Notice describes the District requesting prescription information twice from Mr. Williams, on September 8 and September 15, 2023. (Ex. 22a at 2). This allegation is misleading, because it omits that Mr. Williams went to the HR office in person to submit his prescription printouts on September 13, 2023 and that he emailed these printouts to the MRO on September 18, 2023, September 26, 2023 and October 4, 2023.

(6) The 20-day Notice alleges that, "Rather than comply with the District's repeated requests to provide prescription medication information, you took a privately scheduled drug screening test and in a September 19 email, you sent photographs of the paperwork that you received from the testing facility." (Ex. 22a at 2-3). This statement falsely claims that Mr. Williams had not already provided

his prescription information by September 19, 2023. In fact, Mr. Williams provided such information in person on September 13, 2023 initially, as well as on September 18, 2023 by email. This allegation also misleads by framing his submission of the private drug test results as an attempt to avoid disclosure. The private drug test was not given to the District to avoid disclosing his prescription information, as he had already done so, but was an additional attempt to prove to the District that he was not using illicit drugs. Mr. Williams explained this purpose in emails on September 26 2023 (Ex. 13) and the District acknowledged that explanation.

(7) The 20-day Notice claims that the information that Mr. Williams submitted to the medical review office was not what was requested of him. (Ex. 22a, at 3). This allegation is false. Mr. Williams was asked to send the names of his medications, his dosages, and his doctor's contact information. (Exhibit 9). This is exactly what he sent, as he got printouts from his pharmacy includes this information and submitted these printouts to the lab. (Exhibit 10). The printouts state his doctor's name and his medication information. Moreover, on October 3, 2023 Ms. Fitch stated that Mr. Williams could comply by sending in pictures of his prescription bottle. (Exhibit 15). He did so, as well as again sending pictures of his prescription printouts. (Exhibit 16, Exhibit 17, Exhibit 18). The allegation that Mr. Williams did not send the information to the MRO that was requested by the District is therefore demonstrably false.

(8) The 20-day Notice finds that Mr. Williams has violated several cited sections of District policy, protocols, Oregon Administrative Rules, and the Employee Handbook. Board Policy 4.30.023-P and Administrative Directive 4.30.022-AD both reference a substance-free learning environment. (Ex. 22a at 3-4). The selected sections of the Employee Handbook require that PPS employees comply with federal law and do not use illegal drugs. None of these citations apply to Mr. Williams because he only received a positive result on the drug tests due to legally prescribed medications. The four cited sections of Oregon Administrative Rules require that educators use professional judgment, obey and respect the law, exemplify personal integrity and honesty, and demonstrate skills in using lawful and reasonable rules and regulations. Mr. Williams has not violated any of these rules. He has respected the law by not using illegal drugs, maintained honesty with the District throughout their investigation, and has obeyed the District's rules and regulations. Mr. Williams has not violated any Board policies or Administrative Directives.

ii. The District Investigation against Mr. Williams was Biased and Violated his Due Process Rights.

The District's investigation violated Mr. Williams' due process rights inherent in just cause because it was biased, poorly conducted, and rigged from the outset to find his guilt. Especially in Portland, there is a stigma against African American males such as Mr. Williams who are stereotyped as inherently dangerous criminals and drug users. This is a serious

ongoing issue in the United States, which is illustrated by the extreme racial disparities in drug arrests. For example, in 2019 Black individuals made up 27% of drug arrests but only 12% of the U.S. population[2]. Despite the disparity in arrests, studies have shown that drug use rates between both races are essentially equal[3]. The increased arrest rate of African Americans can be attributed to systematic racism, where systems of power over-police and incarcerate Black people to exert political and economic control over African American communities. The fact that Mr. Williams also has a diagnosed psychological disability only makes him a greater target of bias.

Here, the District's shoddy investigation and prejudicial assumptions about Mr. Williams serve to perpetuate systematic racism and discrimination. The District has made no good faith effort to investigate Mr. Williams' medication use and has instead assumed his guilt from the start. The 20-day Notice exhibits bias against Mr. Williams through a false and misleading description of events. The facts demonstrate that the District was unwilling to hear Mr. Williams' legitimate explanation and adequately process the information he submitted supporting that explanation.

In the 20-day Notice, the District tries to portray Mr. Williams as a shady and uncooperative individual who fails to comply with District requests to distract from illicit drug use. This whole narrative is fiction constructed from partial facts, omissions, and falsehoods. The 20-day Notice described each email sent by Ms. Fitch and Tracy Williams, but it does not recount Mr. Williams' numerous responses to the District. When the District did describe information that Mr. Williams submitted, such as his private drug test, the District falsely implies that this test was submitted to circumvent disclosing other prescription information. Additionally, the notice maliciously adds false details to paint Mr. Williams as an illegal drug user. It misleadingly states that the prescription bottle had a torn label, and it falsely asserts that Mr. Williams did not appeal his child custody judgment. The legible label is clearly evidenced by a picture Mr. Williams took of that bottle. (Exhibit 27). Mr. Williams' appeal is both easily found online and totally irrelevant to these proceedings.

Mr. Williams cooperated every step of the way, but the District assumed his guilt from the start and willfully omitted Mr. Williams' cooperation from their narrative. Mr. Williams opened up to the District and was honest about his mental health issues as well as his ADHD, despite the societal stigma towards these topics. The District rewarded Mr. Williams for his honesty by

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[2] Pew Charitable Trusts, *Drug Arrests Stayed High Even as Imprisonment Fell From 2009 to 2019*, Pew Trusts Feb 15, 2022, https://www.pewtrusts.org/en/research-and-analysis/issue-briefs/2022/02/drug-arrests-stayed-high-even-as-imprisonment-fell-from-2009-to-2019.

[3] Wu et. All, *Racial/ethnic variations in substance-related disorders among adolescents in the United States*, Arch Gen Psychiatry Nov 1, 2011, https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3395319/; Substance Abuse and Mental Health Services Administration, *Racial/Ethnic Differences in Substance Use, Substance Use Disorders, and Substance Use Treatment Utilization among People Aged 12 or Older* (2015-2019), 2021, https://www.samhsa.gov/data/sites/default/files/reports/rpt35326/2021NSDUHSUChartbook102221B.pdf; McCabe et All, *Race/Ethnicity and Gender Differences in Drug Use and Abuse Among College Students*, J Ethn Subst Abuse, May 13 2007, https://www.ncbi.nlm.nih.gov/pmc/articles/PMC2377408; https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3395319/; Substance Abuse and Mental Health Services Administration, *Highlights by Race/Ethnicity for the 2021 National Survey on Drug Use and Health*, NSDUH 2021, https://www.samhsa.gov/data/sites/default/files/2022-12/2021NSDUHFFRHighlightsRE123022.pdf.

quickly placing him on administrative leave, asking him to provide private medical information, and ignoring every instance when he did submit this information. The District treated Mr. Williams as if he was guilty until proven innocent, and still guilty even after he provided ample proof of his innocence.

In sum, the District racially stereotyped Mr. Williams, assumed his guilt, refused to consider and give weight to the information submitted by Mr. Williams in the investigation, wrote a false and misleading 20-day Notice, and refused to acknowledge the additional exculpatory evidence that Mr. Williams and PAT have produced subsequently.

iii. Termination Violates Just Cause Because There Was No Progressive Discipline Prior to PPS Proposing Termination.

The District lacks just cause for dismissal because it did not impose any progressive discipline against Mr. Williams prior to initiating the termination process against him. The concept of progressive discipline requires a series of escalating prior disciplinary steps addressing the same conduct before the employer may terminate an employee based upon that conduct.

Here, the only other discipline taken against Mr. Williams is a reprimand issued on December 18, 2023. This reprimand is being separately grieved by the Union, and the alleged misconduct will be therein discussed and contested by the Union. That reprimand, however, cannot constitute progressive discipline supporting the District's proposed termination for several reasons. First, the reprimand was issued approximately two months after the District first initiated the dismissal process by sending Mr. Williams his notice of proposed termination/Loudermill notice on October 17, 2023, and approximately four months after the alleged incident upon which the District bases its dismissal. Since discipline was issued well after termination proceedings began, as well as after the events at issue in the termination, it cannot be considered prior discipline placing Mr. Williams on notice of his need to comply with District requirements.

Next, this reprimand cannot be considered progressive discipline because none of the allegations within the reprimand relate to alleged drug use, which is the subject of the proposed dismissal. Never in Mr. Williams' career have there been any prior complaints of substance abuse. If there has been no past discipline related to substance abuse, then any current discipline against substance abuse is not progressive on that topic.

Finally, the reprimand appears to be based upon sets of factual circumstances that occurred months to years prior to its issuance. This will be addressed within the Union's separate grievance over the reprimand, but the fact that the District knew of all these events for a long period of time prior to issuing the reprimand demonstrates that, at the time of these occurrences, the District did not deem the events worthy of discipline. Issuing the reprimand now over these past incidents is clearly a last-minute attempt by the District to create the illusion of prior discipline which would justify this drastic leap to Mr. Williams' termination. There has been no progressive discipline here providing just cause for termination.

b. The District's August 25 Drug Test of Mr. Williams Cannot Be the Basis for Dismissal Because Doing So Violates Article 23.12 of the CBA

The District cannot terminate Mr. Williams because his termination relies upon the alleged positive results from his August 25, 2023, drug test which violates the collective bargaining agreement (the "CBA"). (Exhibit 29). Article 23.12 of the CBA provides that "A professional educator shall not be required by the District to involuntarily submit to testing of bodily fluids unless there is a substantive reason to believe the health and safety of others is at risk."

Here, Mr. Williams' drug test was not voluntary, and the health and safety of others was not at risk to justify the District requiring that test. Ms. Fitch did not tell Mr. Williams that the test was voluntary, but merely that he would need to take a drug test because "we don't want people on drugs in front of our kids."

In addition, the District has not alleged that Mr. Williams appeared intoxicated or that he posed a threat for any other reason. The District possesses forms and instructions for employee drug tests performed due to reasonable suspicion. (Exhibit 28). These forms identify physical and behavioral traits that can support a reasonable suspicion of intoxication. However, the District has not submitted any such forms here for Mr. Williams and has not otherwise alleged that he presented any symptoms of intoxication. By all accounts from that day, Mr. Williams was sober. His PAT Building representative Mr. McGee confirmed Mr. Williams appeared sober on August 25, as did Faubion staff member Damon Miller. (Exhibit 5) The District's sole justification for Mr. Williams' drug test was his family court order, which alone is not enough to substantiate the claim that Mr. Williams threatened anyone's safety in the workplace.

As a result, the requirement to take the August 25, 2023 test violated Article 23.12 and the results of that impermissible test therefore cannot become the basis for Mr. Williams' dismissal.

c. The District's Reliance on Mr. Williams' Family Court Order and July 2023 Drug Test Result Violates Article 23.5 of the CBA

The District's 20-Day Notice relies on the July 28, 2023 Multnomah County Family Court order indicating that Mr. Williams failed a drug test in July 2023 as justification for the District's decision on August 25, 2023 to investigate Mr. Williams and require him to take a drug screen that same day. Article 23.5 of the CBA states: "The personal life of a professional educator is not an appropriate concern of the District, except were it relevantly affects the professional educator's fitness for or performance of his/her professional duties." This provision prohibits the District from investigating educator conduct outside the scope of their required duties, except were such personal conduct is relevant to the educator's fitness for or performance of professional duties. The fact that Mr. Williams allegedly failed a July 2023 drug test related to family court is precisely the type of personal conduct, unrelated to his professional duties, that is prohibited as a basis of investigation by the District. Moreover, as discussed above and by Mr. Meneely, Mr. Williams' family court drug test was a false positive result related to his prescribed medications for ADHD, just like the August 25, 2023 drug test at issue in this case. The District's reliance on the July 2023 drug test as the source of its power to investigate Mr.

Williams likewise illustrates that it lacked any objective factual basis based on his conduct while on-duty on August 25, 2023 to justify an involuntary drug screen. In sum, the entire premise of the District's investigation into Mr. Williams is based on a violation of Article 23.5.

d. The District Does Not Have Statutory Grounds to Dismiss Mr. Williams.

The District has no statutory grounds for termination under ORS 342.865. The District alleges that Mr. Williams's conduct justifies termination due to immorality, insubordination, neglect of duty, physical or mental incapacity, and inadequate performance. The elements for each of these grounds are not met here because Mr. Williams never abused substances on the job, there are no inadequacies with Mr. Williams' job performance, and alleged substance abuse in and of itself cannot meet the statutory standard of immorality as grounds for termination.

i. Neglect of Duty

The District does not have grounds to dismiss Mr. Williams due to neglect of duty. A teacher may be found in neglect of duty if they "fail to engage in conduct designed to result in proper performance of duty" and can involve "repeated failures of minor importance" or "a single instance of failure to perform a critical duty." *Bergerson v. Salem-Keizer Sch. Dist.,* 194 Or App 301 (2004). In *Crouch v. Springfield Sch. Dist.*, FDA-17-02 (2018), the Fair Dismissal Appeals Board found that a teacher who had used cocaine on her personal time during the contract year and had driven a car under the influence of cocaine could not be terminated due to Neglect of Duty because the facts did not meet the required standard of a "gross neglect of duty" and the teacher's off-duty conduct did not convince the Board that she had lost the ability to be an effective teacher.

Here, there is no merit to the District claims that Mr. Williams' alleged drug use constitutes neglect of duty. Mr. Williams' positive drug test results were due to medication which was legally prescribed to him by his doctor. But even assuming for the sake of argument that Mr. Williams had used unlawful drugs at some time prior to his first day on duty in the 2023-2024 school year, that still would not meet the standard of neglect of duty. Under Oregon law, off-duty illegal substance use is not enough to constitute neglect of duty, because off-duty conduct does not necessarily impact one's ability to adequately teach. *Crouch*, at 25. There are no reports of Mr. Williams going to work intoxicated or under the influence of illegal substances. In fact, we have presented several letters to demonstrate that Mr. Williams is a stellar teacher who cares deeply about his job, as well as two witness statements confirming Mr. Williams was not intoxicated on August 25, 2023. (Exhibits 2, 5). None of the conduct alleged meets the standard of neglect of duty under ORS 342.865.

ii. Inadequate Performance

Mr. Williams cannot be dismissed due to inadequate performance because that statutory ground is simply inapplicable in this circumstance. Inadequate performance under the statute requires "(1) the "failure to perform job duties in conformance with district standards or requirements, where the teacher has been given notice of deficiencies and opportunity to correct and where the failure is a repeated or otherwise substantial failure or (2) the failure to perform results in some substantial detriment to the district." *Packard v. Corvallis School Dist. No. 509J,* FDA-97-4 (1998). FDAB case law establishes that the second prong of this test

focuses on "actual performance of duties directly connected with teaching. *Clark v. Scappoose School Dist.*, FDA-14-04 (2015), at 31-32 (citing *Thyfault v. Pendleton Sch. Dist. No. 16R,* FDA 90-4 (1991)). "To meet this standard, the evidence must show that the conduct caused inadequate performance specifically in the technical aspects of teaching." *Id.* at 32. (citing *Vilches v. Multnomah Education Service Dist.*, FDA 02-03, at 21 (2002)). Finally, in deciding whether the professional performance of a contract teacher is adequate under ORS 342.865(1)(g), the school district must consider "regular and special evaluation reports prepared in accordance with the policy of the employing school district" and "any written standards of performance." ORS 342.865(2).

It is obvious that the statutory ground of inadequate performance doesn't apply here. First, PPS never considered Mr. Williams' "regular and special evaluation reports" as required under ORS 342.865(2) in making its dismissal recommendation, as the allegations did not pertain to his in-class performance. Moreover, the 20-day Notice did not allege any inadequate performance "specifically in the technical aspects of teaching" regarding Mr. Williams. Similarly, the District does not rely on any critique of the Mr. Williams' "actual performance of duties directly connected with teaching." According to the District, the reason for Mr. Williams' dismissal is solely due to a failed drug test taken on August 25, the second day of the contract year. Mr. Williams had not yet even begun teaching in the classroom. There should be no dispute that the District's reliance on inadequate performance as a ground for termination is misguided and cannot be sustained as a matter of law.

iii. Mental Incapacity

Mr. Williams also cannot be dismissed based on the ground of mental incapacity. There have been no cases in Oregon yet to define mental incapacity under ORS Chapter 342. However, even using a commonsense interpretation of the term "mental incapacity," the District's position fails. Mr. Williams cannot be shown to be mentally incapable of teaching. He was never impaired while on duty. The District presents no facts proving that Mr. Williams was ever seen at work exhibiting symptoms of drug use or intoxication. The District otherwise presents no medical evidence that Mr. Williams lacks the mental capacity to perform his duties as an educator. In addition, by asserting that Mr. Williams lacks the mental capacity to teach, the District is discriminating against him based on his disability. The District here alleges that positive drug test results caused by Mr. Williams' medication used to treat his ADHD indicate that he has the mental incapacity to teach. To allege that because Mr. Williams takes medication for his disability, he is mentally incapable of performing his job discriminates against him based on his disability in violation of federal and Oregon disability rights law. Mr. Williams has filed a tort claims notice regarding this matter and the discrimination he has endured on the basis of both his race and disability. The District's reliance on mental incapacity as a ground for termination is meritless and discriminatory.

iv. Immorality

Mr. Williams cannot be dismissed on the grounds of Immorality because the facts alleged, even if true, do not meet the statutory standard under ORS 342.865(1)(b). The Fair Dismissal Appeals Board (FDAB) defined immorality in *Ross v. Springfield Sch. Dist.*, FD 80-1 (a series of cases that began in 1980 and concluded in 1987) as conduct that is "selfish, or in

some cases malicious" and "shows a disregard for the rights or sensitivities of other persons." A teacher's selfishness must be excessive and significant to meet this standard. *Crouch*, at 19. "Immorality also requires a showing that conduct was 'other directed' - which is described in the case law as 'disregard for the rights and sensitivities of others' or, as the factual patterns of the case law strongly suggest, an actual impact or harm on others." *Crouch*, at 20 (citing *Ross*). Immorality grounds for termination are usually used when the facts allege sexual misconduct, but they may occasionally be applied in other circumstances. *See Bergerson v. Salem-Keizer Sch. Dist.*, FDA 02-2 (2004) (finding that a teacher's conduct met the standard of immorality when she consumed prescription drugs with the intent of suicide and then intentionally rammed her van into the back of her disloyal husband's truck, causing extensive damage to her husband's lover's garage). However, in *Crouch* the FDAB found that off-duty cocaine use and operating a vehicle under the influence of cocaine did not meet the standard for immorality. *Crouch*, at 18. The cocaine use, despite being illegal, was not excessively selfish. *Crouch*, at 19. In addition, the cocaine use and driving under the influence of cocaine was not "other directed," because it did not result in harm towards others and was not purposely designed to inflict harm on others. *Crouch*, at 21.

Here, Mr. Williams' conduct does not meet the standard for immorality. Mr. Williams' positive test result was the result of taking legally prescribed medications under a doctor's orders and Mr. Williams did not abuse illegal substances. There is simply nothing about taking a medication prescribed by one's own medical provider that is immoral, "selfish," "malicious", or "show[ing] a disregard for the rights or sensitivities of other persons." Even assuming for the sake of argument the District's allegations of illegal drug use here were true, that would still not satisfy immorality grounds for dismissal. There are no facts alleged that Mr. Williams exhibited any signs of intoxication while at work, either on August 25, 2023 or any other date. Even if Mr. Williams failed a drug test due to off-duty illegal drug use, under *Crouch* this still does not meet the statutory standard for excessive selfishness. In addition, alleged hypothetical off-duty use of Amphetamine/ Methamphetamine is not "other-directed" conduct, as it alone would not cause harm to anyone other than Mr. Williams. Nonetheless, Mr. Williams did not use illegal drugs. Because Mr. Williams only received a positive drug test due to taking legally prescribed medications, and because the District's drug use allegations do not meet the standard of excessive selfishness and "other directed" conduct even if true, there are no basis to dismiss Mr. Williams due to immorality.

v. Insubordination

Finally, Mr. Williams cannot be dismissed due to insubordination because he never intentionally defied the District's instructions and complied to the utmost of his abilities with the District's requests during his investigation. Insubordination "means disobedience of a direct order or unwillingness to submit to authority" and "requires a defiant intention on the part of the teacher." *Bellairs v. Beaverton Sch. Dist.*, FDA-04-01, at 21 (2004). To prove insubordination, the District must show that it "imposed a lawful order, it clearly communicated the order, and the teacher willfully refused to obey the order." *Covey v. Umatilla Sch. Dist. No. 6R*, FDA-83-9, at 22–25 (1984), aff'd without opinion, 76 Or App 402 (1985).

Here, the District states in the 20-day Notice that "the District finds that the intentional violation of District policy is an act of insubordination. In addition, you were asked repeatedly to supply prescription information that you said would mitigate the positive result of your drug screen, and have failed to provide this information." (Ex. 22a at 4). As is described above, Mr. Williams never disobeyed the District's instructions. He submitted to a drug test required by Ms. Fitch on August 25, 2023. He then complied with the District's requests and provided his prescription information to the District and the MRO numerous times. The District's continued insistence that Mr. Williams refused to provide documentation of his prescription that it, or the MRO, requested is simply false. The fact that the District continues to cling to this disproven explanation is just further evidence of its discrimination and bias against Mr. Williams.

Moreover, none of the facts alleged or any of the evidence demonstrate a defiant intention from Mr. Williams. Mr. Williams has been courteous, cooperative, and polite even when repeatedly being falsely accused of being an illicit drug user or of not submitting prescription information. In reality, Mr. Williams had already given such records to the District and MRO multiple times. In such infuriating circumstances, when the District was repeatedly and willfully ignoring evidence of Mr. Williams' compliance, it would be predictable for a teacher to lose patience or stop replying to the District. Mr. Williams never did so, and continuously replied to every District email while maintaining a professional demeanor. He did everything he should have had to do to reenter the classroom, and then some. Mr. Williams never exhibited a defiant intention, disobedience, or an unwillingness to submit to authority. There are simply no grounds to dismiss him due to insubordination.

4. Conclusion

Nathaniel Williams is an excellent teacher, who dedicates himself towards uplifting his community and leading by example. He is a philanthropist, a father, an educator, and a proud African American man from Portland. He is not, however, a drug addict. Rather, he was discriminated against as a Black man who sought medical treatment for his psychological disability. Mr. Williams should not be stripped of his passion and his livelihood because he sought and received lawful medical treatment.

The District's case boils down to its unquestioning reliance on a scientifically flawed and unprofessional Medical Review Officer's interpretation of drug test results to conclude that Mr. Williams was intoxicated by illicit methamphetamine while on duty on August 25, 2023. Mr. Williams has demonstrated several ways in which that reliance is entirely inappropriate. PAT's expert toxicology, relying on the accepted scientific evidence as well as his own clinical experience, confirms that Mr. the positive result for methamphetamine was likely a false positive given Mr. Williams' prescription for Adderall. In addition, Mr. Williams' reported levels for amphetamine and methamphetamine show much higher amphetamine amounts than methamphetamine, which is consistent with results from Adderall use and not with illicit street methamphetamine. Moreover, the MRO whose results are relied upon by the District has breached professional standards in the field of toxicology in several other ways, further compromising their reliability. The MRO failed to update Mr. Williams' results with a disclaimer about the likelihood of a false positive, despite having all the prescription information needed to do so in October 2023. The MRO also amended the test result in February 2024 by removing the amphetamine positive result while leaving the methamphetamine positive result, in violation

of federal testing guidelines. Finally, the District's theory flies in the face of contemporaneous witness accounts that Mr. Williams was not showing any signs of intoxication on August 25, 2023 during his day full of meetings and presentations, or his interactions with PPS Human Resources.

In addition, the District's claim that Mr. Williams did not cooperate with its investigation and did not provide it with the requested information is false, and repeatedly and easily disproven. Mr. Williams communicated promptly with the District and with the MRO, providing everything that they requested and providing it multiple times, in different formats. When contacted by PAT's counsel more recently, the MRO did not require any further information to amend his drug test report. What Mr. Williams had submitted during the District's investigation was completely sufficient. That the MRO exhibited poor professional conduct in both their communications with Mr. Williams and their initial and amended report is further evidence that the District's reliance on their medical opinion is misplaced. Mr. Williams conducted himself respectfully and professionally during the entirety of the investigation, even when his efforts went unreciprocated.

Last, the District has openly discriminated against Mr. Williams as an African American man with a disability, treating him with a high degree of mistrust and animus from the beginning of this investigation. They stereotyped him from day one as a dangerous offender to be removed from PPS without any fair consideration of the facts. The District has refused to listen to Mr. Williams throughout the investigation and has issued a 20-Day Notice for Mr. Williams' termination that inaccurately portrays him as combative, unresponsive, and disingenuous. In truth, Mr. Williams showed the District honesty and vulnerability, even in the face of social stigma and the District's hostile approach to these highly personal topics. Despite his attempts to prove his innocence, the District omitted his open and honest communication from their narrative. The District now asks the Board to remove an African American teacher from PPS due to easily disproven false claims concerning medication prescribed for his disability. In doing so, the District commits a grave injustice against not only Mr. Williams, but also against the children at Faubion Elementary and throughout the District who deserve a teacher like Mr. Williams. Mr. Williams should be promptly returned to the classroom where he belongs.

Sincerely,

MCKANNA BISHOP JOFFE, LLP

Noah Barish

NTB/kh
Enclosure (Exhibits)
cc: Nathaniel Williams
Bao Nguyen
Adam Arms

ORS 342.805
Short title

ORS 342.805 (Short title) to 342.937 (Reimbursement for teacher dismissal costs) shall be known as the Accountability for Schools for the 21st Century Law. [1965 c.608 §1; 1971 c.570 §2; 1977 c.881 §1; 1997 c.864 §26]

Location: https://oregon.public.law/statutes/ors_342.805

Original Source: Section 342.805 — Short title, https://www.oregonlegislature.gov/bills_laws/ors/ors342.html (last accessed Jun. 16, 2023).

ORS 342.815
Definitions for ORS 342.805 to 342.937

As used in ORS 342.805 (Short title) to 342.937 (Reimbursement for teacher dismissal costs) unless the context requires otherwise:

(1) Notwithstanding ORS 342.120 (Definitions for chapter), “administrator” includes any teacher the majority of whose employed time is devoted to service as a supervisor, principal, vice principal or director of a department or the equivalent in a fair dismissal district but shall not include the superintendent, deputy superintendent or assistant superintendent of any such district or any substitute or temporary teacher employed by such a district.

(2) “Board” means the board of directors of a fair dismissal school district.

(3) “Contract teacher” means any teacher who has been regularly employed by a school district for a probationary period of three successive school years, and who has been retained for the next succeeding school year. The district school board may enter into agreements that provide for a shorter probationary period of not less than one year for teachers who have satisfied the three-year probationary period in another Oregon school district.

(4) “District superintendent” means the superintendent of schools of a fair dismissal district or, in the absence of the superintendent, the person designated to fulfill the superintendent’s functions.

(5) “Fair dismissal district” means any common or union high school district or education service district.

(6) “Probationary teacher” means any teacher employed by a fair dismissal district who is not a contract teacher.

(7) “Program of assistance for improvement” means a written plan for a contract teacher that with reasonable specificity:

(a) Helps teachers adapt and improve to meet changing demands of the Oregon Educational Act for the 21st Century in ORS chapter 329 if applicable.

(b) Identifies specific deficiencies in the contract teacher’s conduct or performance.

(c) Sets forth corrective steps the contract teacher may pursue to overcome or correct the deficiencies.

(d) Establishes the assessment techniques by which the district will measure and determine whether the teacher has sufficiently corrected the deficiencies to meet district standards.

(8) “Substitute teacher” means any teacher who is employed to take the place of a probationary or contract teacher who is temporarily absent.

(9) Notwithstanding ORS 342.120 (Definitions for chapter), “teacher” means any person who holds a teaching license or registration as provided in ORS 342.125 (Types of licenses) or 342.144 (American Indian languages teaching license) or who is otherwise authorized to teach in the public schools of this state and who is employed half-time or more as an instructor or administrator.

(10) “Temporary teacher” means a teacher employed to fill a position designated as temporary or experimental or to fill a vacancy which occurs after the opening of school because of unanticipated enrollment or because of the death, disability, retirement, resignation, contract nonextension or dismissal of a contract or probationary teacher. [1965 c.608 §2; 1971 c.570 §12; 1977 c.880 §1; 1977 c.881 §2; 1979 c.668 §1; 1981 c.299 §1; 1993 c.45 §194; 1997 c.864 §4; 1999 c.199 §11; 2001 c.653 §5]

Location: https://oregon.public.law/statutes/ors_342.815

Original Source: Section 342.815 — Definitions for ORS 342.805 to 342.937, https://www.oregonlegislature.gov/bills_laws/ors/ors342.html (last accessed Jun. 16, 2023).

ORS 342.835
Probationary teacher

(1) The district board of any fair dismissal district may discharge or remove any probationary teacher in the employ of the district at any time during a probationary period for any cause considered in good faith sufficient by the board. The probationary teacher shall be given a written copy of the reasons for the dismissal, and upon request shall be provided a hearing thereon by the board, at which time the probationary teacher shall have the opportunity to be heard either in person or by a representative of the teacher's choice.

(2) For any cause it may deem in good faith sufficient, the district board may refuse to renew the contract of any probationary teacher. However, the teacher shall be entitled to notice of the intended action by March 15, and upon request shall be provided a hearing before the district board. Upon request of the probationary teacher the board shall provide the probationary teacher a written copy of the reasons for the nonrenewal, which shall provide the basis for the hearing.

(3) If an appeal is taken from any hearing, the appeal shall be to the circuit court for the county in which the headquarters of the school district is located and shall be limited to the following:

(a) The procedures at the hearing;

(b) Whether the written copy of reasons for dismissal required by this section was supplied; **and**

(c) In the case of nonrenewal, whether notice of nonrenewal was timely given. [1965 c.608 §4; 1971 c.570 §4; 1975 c.727 §1; 1979 c.714 §2; 1981 c.323 §1; 2007 c.251 §1]

Location: https://oregon.public.law/statutes/ors_342.835

Original Source: Section 342.835 — Probationary teacher, https://www.oregonlegislature.gov/bills_laws/ors/ors342.html (last accessed Jun. 16, 2023).

ORS 342.840
Determination of length of service for probationary teacher

For purposes of determining length of service for a probationary teacher, a teacher employed for 135 consecutive days in any school year shall receive credit for a full year of employment. At least 30 consecutive days of employment in the same district in a successive year shall be sufficient to keep the service intact, and the teacher shall not lose credit for previous probationary years served. [1981 c.299 §3]

Note: 342.840 (Determination of length of service for probationary teacher) was enacted into law by the Legislative Assembly and was added to 342.805 (Short title) to 342.937 (Reimbursement for teacher dismissal costs) but was not added to or made a part of any smaller series therein. See Preface to Oregon Revised Statutes for further explanation.

Location: https://oregon.public.law/statutes/ors_342.840

Original Source: Section 342.840 — Determination of length of service for probationary teacher, https://www.oregonlegislature.gov/bills_laws/ors/ors342.html (last accessed Jun. 16, 2023).

ORS 342.845
Contract teacher

- part-time contract teacher
- effect of program transfer
- administrator contracts

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(1) A contract teacher shall not be subjected to the requirement of annual appointment nor shall the teacher be dismissed or employed on a part-time basis without the consent of the teacher except as provided in ORS 342.805 (Short title) to 342.937 (Reimbursement for teacher dismissal costs).

(2) Notwithstanding subsection (1) of this section, a part-time contract teacher attains contract status at not less than half-time but less than full-time and may be assigned within those limits by the school district. The assignment of a contract part-time teacher is not subject to the procedures specified in ORS 342.805 (Short title) to 342.930 (Fair Dismissal Appeals Board). A contract part-time teacher who accepts a full-time assignment shall be considered a contract teacher for purposes of the assignment.

(3) No teacher shall be deprived of employment status solely because the duties of employment have been assumed or acquired by another school district or education service district in a state reorganization of a regional special education program. Where such reorganization occurs, a teacher shall be transferred to the employment of the school district or education service district which assumed or acquired program responsibilities. The teacher shall be allowed to transfer accrued sick leave and experience status to the new district. However, the district to which the programs are transferred is obligated to hire displaced employees only to the extent that such would complement a cost effective staffing plan in the reorganized program.

(4) Intentionally left blank —Ed.

(a) As used in this subsection:

(A) “Juvenile detention education program” means the Juvenile Detention Education Program, as defined in ORS 326.695 (Definitions for ORS 326.700 and 326.712).

(B) “School district” means a school district as defined in ORS 332.002 (Definitions for chapter), an education service district, a state-operated school or any legally constituted combination of such entities.

(b) No teacher shall be deprived of employment status solely because the duties of employment have been assumed or acquired by another school district or education service district pursuant to a transfer of juvenile detention education program responsibilities to another school district or education service district. Where such reorganization occurs, a teacher shall be transferred to the employment of the school district or education service district that assumed or acquired program responsibilities. The teacher shall be allowed to transfer accrued sick leave, seniority and status as a contract teacher. However, the district to which the program is transferred is obligated to hire displaced teachers only to the extent that such would complement a cost-effective staffing plan in the reorganized program.

(5) Intentionally left blank —Ed.

(a) An administrator shall serve a probationary period that does not exceed three years, unless the administrator and the school district mutually agree to a shorter time period. Following a probationary period, an administrator shall be employed by a school district pursuant to a three-year employment contract. An administrator may be dismissed or have a reduction in pay during the term of a contract for any reason set forth for dismissal of a teacher in ORS 342.865 (Grounds for dismissal or contract nonextension of contract teacher), or pursuant to ORS 342.934 (Procedure for reduction of teacher staff due to funding or administrative decision) (6). If an administrator is dismissed or has a reduction in pay during the term of the contract, the administrator may appeal to the Fair Dismissal Appeals Board in the same manner as provided for the appeal of a dismissal or a nonextension of a contract teacher. An administrator may not appeal the nonextension of a contract to the Fair Dismissal Appeals Board.

(b) The administrator may be assigned and reassigned at will during the term of the contract.

(c) The district school board may elect not to extend the administrator's contract for any cause the school board in good faith considers sufficient. Prior to March 15 of the second year of the administrator's contract, the school board shall take one of the following actions:

(A) Issue a new three-year contract effective July 1 following the March 15 of the second year of the administrator's contract;

(B) Provide, in writing, notice that the contract will not be renewed or extended; **or**

(C) Extend the existing contract for a period of not more than one year.

(6) If an administrator receives notice of contract nonextension prior to the expiration of the administrator's contract, the administrator shall have the right to fill any vacant teaching position in the district for which the

contract administrator is licensed and competent as defined in ORS 342.934 (Procedure for reduction of teacher staff due to funding or administrative decision), provided the administrator has three years' teaching experience in Oregon that has been successful, in the judgment of the district superintendent. [1965 c.608 §§5,6; 1977 c.880 §2; 1983 c.554 §1; 1983 s.s. c.1 §2; 1993 c.480 §2; 1997 c.864 §8; 2001 c.681 §9; 2007 c.858 §37; 2021 c.445 §3]

Location: `https://oregon.public.law/statutes/ors_342.845`

Original Source: Section 342.845 — Contract teacher; part-time contract teacher; effect of program transfer; administrator contracts, `https://www.oregonlegislature.gov/bills_laws/ors/ors342.html` (last accessed Jun. 16, 2023).

ORS 342.850
Teacher evaluation

- personnel file content
- rules

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(1) The district superintendent of every school district, including superintendents of education service districts, shall cause to have made at least annually but with multiple observations an evaluation of performance for each probationary teacher employed by the district. The purpose of the evaluation is to aid the teacher in making continuing professional growth and to determine the teacher's performance of the teaching responsibilities. Evaluations shall be based upon at least two observations and other relevant information developed by the district.

(2) Intentionally left blank —Ed.

(a) The district school board shall develop an evaluation process in consultation with school administrators and with teachers. If the district's teachers are represented by a local bargaining organization, the board shall consult with teachers belonging to and appointed by the local bargaining organization in the consultation required by this paragraph.

(b) The district school board shall implement the evaluation process that includes:

(A) The establishment of job descriptions and performance standards which include but are not limited to items included in the job description;

(B) A preevaluation interview which includes but is not limited to the establishment of performance goals for the teacher, based on the job description and performance standards;

(C) An evaluation based on written criteria which include the performance goals;

(D) A post-evaluation interview in which:

(i) The results of the evaluation are discussed with the teacher; **and**

(ii) A written program of assistance for improvement is established, if one is needed to remedy any deficiency specified in ORS 342.865 (Grounds for dismissal or contract nonextension of contract teacher) (1)(a), (d), (g) or (h); **and**

(E) The utilization of peer assistance whenever practicable and reasonable to aid teachers to better meet the needs of students. Peer assistance shall be voluntary and subject to the terms of any applicable collective bargaining agreement. No witness or document related to the peer assistance or the record of peer assistance shall be admissible in any proceeding before the Fair Dismissal Appeals Board, or in a probationary teacher nonrenewal hearing before a school board under ORS 342.835 (Probationary teacher), without the mutual consent of the district and the teacher provided with peer assistance.

(c) Nothing in this subsection is intended to prohibit a district from consulting with any other individuals.

(3) Except in those districts having an average daily membership, as defined in ORS 327.006 (Definitions for State School Fund distributions), of fewer than 200 students, the person or persons making the evaluations must hold teaching licenses. The evaluation shall be signed by the school official who supervises the teacher and by the teacher. A copy of the evaluation shall be delivered to the teacher.

(4) The evaluation reports shall be maintained in the personnel files of the district.

(5) The evaluation report shall be placed in the teacher's personnel file only after reasonable notice to the teacher.

(6) A teacher may make a written statement relating to any evaluation, reprimand, charge, action or any matter placed in the teacher's personnel file and such teacher's statement shall be placed in the personnel file.

(7) All charges resulting in disciplinary action shall be considered a permanent part of a teacher's personnel file and shall not be removed for any reason. A teacher shall have the right to attach the teacher's response, or other relevant documents, to any document included under this subsection.

(8) The personnel file shall be open for inspection by the teacher, the teacher's designees and the district school board and its designees. District school boards shall adopt rules governing access to personnel files, including rules specifying whom school officials may designate to inspect personnel files.

(9) A program of assistance for improvement or evaluation procedure shall not be technically construed, and no alleged error or unfairness in a program of assistance for improvement shall cause the overturning of a dismissal, nonextension of contract, nonrenewal of contract or other disciplinary action unless the contract teacher suffered a substantial and prejudicial impairment in the teacher's ability to comply with school district standards. [1971 c.570 §5; 1973 c.298 §3; 1973 c.458 §1; 1977 c.881 §3; 1979 c.598 §1; 1979 c.668 §2a; 1987 c.663 §1; 1989 c.491 §29; 1997 c.864 §9]

Location: https://oregon.public.law/statutes/ors_342.850

Original Source: Section 342.850 — Teacher evaluation; personnel file content; rules, https://www.oregonlegislature.gov/bills_laws/ors/ors342.html (last accessed Jun. 16, 2023).

ORS 342.856
Core teaching standards

(1) The State Board of Education, in consultation with the Teacher Standards and Practices Commission, shall adopt core teaching standards to improve student academic growth and learning by:

(a) Assisting school districts in determining the effectiveness of teachers and administrators and in making human resource decisions; **and**

(b) Improving the professional development and the classroom and administrative practices of teachers and administrators.

(2) The core teaching standards adopted under this section must:

(a) Take into consideration multiple measures of teacher effectiveness, based on widely accepted standards of teaching that encompass a range of appropriate teaching behaviors and that use multiple evaluation methods;

(b) Take into consideration evidence of student academic growth and learning based on multiple measures of student progress, including performance data of students, schools and school districts;

(c) Be research-based;

(d) Be separately developed for teachers and administrators; **and**

(e) Be able to be customized for each school district, which may include individualized weighting and application of standards.

(3) The core teaching standards adopted under this section must attempt to:

(a) Strengthen the knowledge, skills, disposition and classroom and administrative practices of teachers and administrators in public schools;

(b) Refine the support, assistance and professional growth opportunities offered to a teacher or an administrator, based on the individual needs of the teacher or administrator and the needs of the students, the school and the school district of the teacher or administrator;

(c) Allow each teacher or administrator to establish a set of classroom or administrative practices and student learning objectives that are based on the individual circumstances of the teacher or administrator, including the classroom or other assignments of the teacher or administrator;

(d) Establish a formative growth process for each teacher and administrator that supports professional learning and collaboration with other teachers and administrators; **and**

(e) Use evaluation methods and professional development, support and other activities that are based on curricular standards and that are targeted to the needs of each teacher and administrator.

(4) A school district board must include the core teaching standards adopted under this section for all evaluations of teachers and administrators of the school district. The standards shall be customized based on the collaborative efforts of the teachers and administrators of the school district and the exclusive bargaining representative of the employees of the school district. [2011 c.729 §2; 2011 c.729 §4]

Note: 342.856 (Core teaching standards) was added to and made a part of 342.805 (Short title) to 342.937 (Reimbursement for teacher dismissal costs) by legislative action but was not added to any smaller series therein. See Preface to Oregon Revised Statutes for further explanation.

Location: https://oregon.public.law/statutes/ors_342.856

Original Source: Section 342.856 — Core teaching standards, https://www.oregonlegislature.gov/bills_laws/ors/ors342.html (last accessed Jun. 16, 2023).

ORS 342.865
Grounds for dismissal or contract nonextension of contract teacher

(1) No contract teacher shall be dismissed or the teacher's contract nonextended except for:

(a) Inefficiency;

(b) Immorality;

(c) Insubordination;

(d) Neglect of duty, including duties specified by written rule;

(e) Physical or mental incapacity;

(f) Conviction of a felony or of a crime according to the provisions of ORS 342.143 (Issuance of licenses and registrations);

(g) Inadequate performance;

(h) Failure to comply with such reasonable requirements as the board may prescribe to show normal improvement and evidence of professional training and growth; **or**

(i) Any cause which constitutes grounds for the revocation of such contract teacher's teaching license.

(2) In determining whether the professional performance of a contract teacher is adequate, consideration shall be given to regular and special evaluation reports prepared in accordance with the policy of the employing school district and to any written standards of performance which shall have been adopted by the board.

(3) Suspension or dismissal on the grounds contained in subsection (1)(e) of this section shall not disqualify the teacher involved for any of the disability benefits provided in ORS chapter 238, or any of the benefits provided in ORS 332.507 (Sick leave for school employees).

(4) Dismissal under subsection (1)(f) of this section shall remove the individual from any school district policies, collective bargaining provisions regarding dismissal procedures and appeals and the provisions of ORS 342.805 (Short title) to 342.937 (Reimbursement for teacher dismissal costs). [1965 c.608 §§9,19; 1973 c.298 §4; 1977 c.860 §4; 1981 c.569 §1; 1995 c.446 §10; 1997 c.249 §104; 1997 c.864 §10; 1999 c.130 §8]

Location: https://oregon.public.law/statutes/ors_342.865

Original Source: Section 342.865 — Grounds for dismissal or contract nonextension of contract teacher, https://www.-oregonlegislature.gov/bills_laws/ors/ors342.html (last accessed Jun. 16, 2023).

ORS 342.875
Suspension

- reinstatement

Whenever a district superintendent has reason to believe that cause exists for the dismissal of a contract teacher on any ground specified in ORS 342.865 (Grounds for dismissal or contract nonextension of contract teacher) (1)(b) to (f), and when the district superintendent is of the opinion that immediate suspension of the teacher is necessary for the best interest of education in the district, the district superintendent may suspend a contract teacher from the position without prior notice to the teacher. The teacher's salary shall continue during the first five days of the suspension period. However, within five days after such suspension becomes effective, either procedure shall be commenced for the dismissal of the teacher pursuant to the provisions of ORS 342.805 (Short title) to 342.937 (Reimbursement for teacher dismissal costs) or the teacher must be reinstated. [1965 c.608 §7; 1971 c.570 §6; 1977 c.881 §4; 1997 c.864 §11]

Location: https://oregon.public.law/statutes/ors_342.875

Original Source: Section 342.875 — Suspension; reinstatement, https://www.oregonlegislature.gov/bills_laws/ors/ors342.html (last accessed Jun. 16, 2023).

ORS 342.895
Contract teachers

- procedure for dismissal or contract nonextension
- appeal

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(1) Contract teachers shall be employed by a school district pursuant to two-year employment contracts.

(2) Authority to dismiss or not extend a contract teacher is vested in the district school board subject to the provisions of the fair dismissal and contract extension procedures of ORS 342.805 (Short title) to 342.937 (Reimbursement for teacher dismissal costs) and only after recommendation of the dismissal or nonextension of contract is given to the district school board by the superintendent.

(3) Intentionally left blank —Ed.

(a) At least 20 days before recommending to a board the dismissal of the contract teacher, the district superintendent shall give written notice to the contract teacher by certified mail or delivered in person of the intention to make a recommendation to dismiss the teacher. The notice shall set forth the statutory grounds upon which the superintendent believes such dismissal is justified, and shall contain a plain and concise statement of the facts relied on to support the statutory grounds for dismissal. If the statutory grounds specified are those specified in ORS 342.865 (Grounds for dismissal or contract nonextension of contract teacher) (1)(a), (c), (d), (g) or (h), then evidence shall be limited to those allegations supported by statements in the personnel file of the teacher on the date of the notice to recommend dismissal, maintained as required in ORS 342.850 (Teacher evaluation). Notice shall also be sent to the district school board and to the Fair Dismissal Appeals Board. A copy of ORS 342.805 (Short title) to 342.937 (Reimbursement for teacher dismissal costs) shall also be sent to the contract teacher.

(b) If, after the 20-day notice required by paragraph (a) of this subsection, the district school board takes action to approve the recommendation for dismissal from the superintendent, the dismissal takes effect on or after the date of the district school board’s action, as specified by the board. Notice of the board’s action shall be given to the contract teacher as soon as practicable by certified mail, return receipt requested or in the manner provided by law for the service of a summons in a civil action.

(4) Intentionally left blank —Ed.

(a) Upon recommendation of the district superintendent, the district school board may extend a contract teacher's employment for a new two-year term by providing written notice to the teacher no later than March 15 of the first year of the contract. Any new contract that extends the teacher's employment for a new term shall replace any prior contracts.

(b) If the district school board does not extend a contract teacher's contract by March 15 of the first year of the contract, the district superintendent, or the superintendent's designee, shall place the teacher on a program of assistance for improvement. The district superintendent or the superintendent's designee may, in addition, place any other teacher on a program of assistance for improvement if in the judgment of the district superintendent or designee a program of assistance for improvement is needed.

(c) Provided that the district school board has not extended the teacher's contract for a new two-year term, the district board, upon recommendation of the superintendent, may elect by written notice to the teacher no later than March 15 of the second year of the teacher's contract not to extend the teacher's contract based on any ground specified in ORS 342.865 (Grounds for dismissal or contract nonextension of contract teacher). A contract teacher whose contract is not extended may appeal the nonextension to the Fair Dismissal Appeals Board.

(5) Notwithstanding ORS 243.650 (Definitions for ORS 243.650 to 243.809) to 243.809 (Determinations regarding alleged misconduct of law enforcement officer in accordance with uniform standards) or the provisions of any collective bargaining agreement entered into after August 15, 1997, no grievance or other claim of violation of applicable evaluation procedures, or fundamental unfairness in a program of assistance for improvement, shall be filed while a teacher is on a program of assistance. All statutes of limitation and grievance timelines shall be tolled while the subject claims are held in abeyance under this moratorium provision. Except as provided in this subsection, the moratorium and tolling period ends on the date the program of assistance for improvement is completed, not to exceed one year, after which any claims subject to this provision may be pursued as otherwise provided by law or contract. In the case of a contract teacher who does not receive contract extension by March 15 of the first year of the teacher's contract, the moratorium period shall last until the teacher receives notice of contract extension or nonextension and no later than March 15 of the following school year, or until the teacher receives notice of dismissal. A contract teacher who is dismissed or receives notice of contract nonextension, and who appeals to the Fair Dismissal Appeals Board, may raise any claims subject to this moratorium provision before the Fair Dismissal Appeals Board, which shall have jurisdiction to decide such claims. If the teacher does raise claims covered by this moratorium provision in an appeal to the Fair Dismissal Appeals Board, such appeal shall be the teacher's sole and exclusive remedy. If a contract teacher does not appeal a contract nonextension or dismissal to the Fair

Dismissal Appeals Board but instead pursues contract grievances to arbitration alleging a violation of evaluation procedures or fundamental unfairness in a program of assistance for improvement, the arbitrator shall not have authority to award reinstatement of the contract teacher, but may award other remedies including but not limited to back pay, front pay, compensatory damages and such further relief as the arbitrator deems appropriate. A program of assistance for improvement shall not be technically construed, and no alleged error or unfairness in a program of assistance shall cause the overturning of a dismissal, nonextension of contract, nonrenewal of contract or other disciplinary actions unless the contract teacher suffered a substantial and prejudicial impairment in the teacher's ability to comply with school district standards.

(6) No teacher may be dismissed, laid off or caused to suffer nonextension or nonrenewal of a contract based upon the teacher's salary placement or other compensation. [1965 c.608 §11; 1971 c.570 §7; 1973 c.298 §5; 1977 c.881 §5; 1979 c.668 §3; 1997 c.864 §12]

Location: https://oregon.public.law/statutes/ors_342.895

Original Source: Section 342.895 — Contract teachers; procedure for dismissal or contract nonextension; appeal, https://www.oregonlegislature.gov/bills_laws/ors/ors342.html (last accessed Jun. 16, 2023).

ORS 342.905
Appeal procedure

- arbitration as alternative

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(1) If the district school board dismisses the teacher or does not extend the contract of the contract teacher, the teacher or the teacher's representative may appeal that decision to the Fair Dismissal Appeals Board established under ORS 342.930 (Fair Dismissal Appeals Board) by depositing by certified mail addressed to the Superintendent of Public Instruction and a copy to the superintendent of the school district:

(a) In the case of dismissal, within 10 days, as provided in ORS 174.120 (Computation of time), after receipt of notice of the district school board's decision, notice of appeal with a brief statement giving the reasons for the appeal.

(b) In the case of a contract nonextension, within 15 days, as provided in ORS 174.120 (Computation of time), after receipt of the written notice of nonextension of a contract, notice of appeal with a brief statement giving the reasons for the appeal.

(2) Intentionally left blank —Ed.

(a) As soon as practicable after the time the notice of appeal is received by the Superintendent of Public Instruction, the superintendent shall appoint a panel of three members from the Fair Dismissal Appeals Board for the purpose of conducting a hearing. Insofar as practicable, the panel shall be selected from those members of the board serving in positions where the average daily membership as determined in ORS 342.930 (Fair Dismissal Appeals Board) most nearly coincides with that of the involved district. The panel shall consist of:

(A) One member from the category representing district school board members;

(B) One member from the category not affiliated with common or union high school districts; **and**

(C) One member from the category representing teachers or administrators, as follows:

(i) If the appeal is from a contract teacher in a teaching position, the panel shall include the teacher member of the board.

(ii) If the contract teacher is in an administrative position, an administrative member shall sit in place of the teacher

member.

(b) The panel may not contain a member who is a resident of the district that is bringing the dismissal or nonextension.

(c) The Department of Education, at the department's expense, shall provide to the panel appropriate professional and other special assistance reasonably required to conduct a hearing. The panel shall be empowered, on behalf of the contract teacher, the district superintendent and the district school board, to subpoena and swear witnesses and to require witnesses to give testimony and produce relevant evidence at or prior to the hearing.

(d) The executive secretary of the board may issue subpoenas on behalf of a panel. A person subpoenaed under this subsection may move to quash or modify the subpoena if it is oppressive or unreasonable. The motion must be made before the time specified in the subpoena for appearance or production of materials. The motion may be made to the executive secretary or the panel.

(e) In a case pending before a panel that involves a teacher's performance at an Oregon Youth Authority facility, the panel assigned to the case may submit to the Director of the Oregon Youth Authority written questions that the panel unanimously agrees are relevant to the case. The director shall respond to the panel's questions in writing within 20 days of the director's receipt of the questions from the panel. If a question by the panel seeks information that is not confidential or privileged under Oregon or federal law, the director shall provide the information requested by the panel. If a question by the panel seeks information that is confidential or privileged under Oregon or federal law, the director, in responding to the question, may not disclose the confidential or privileged information but shall instead explain that the information being sought is confidential or privileged. The procedure outlined in this paragraph is not in lieu of any other mechanism that may be available to the panel or parties for obtaining or presenting evidence.

(3) The Attorney General shall assign an assistant, at no cost to either involved party, to advise the Fair Dismissal Appeals Board, to be present at any hearing held by a panel, and to perform those tasks at the request of the board that would normally require legal training.

(4) Within 10 days after receipt of the notice of an appeal of contract nonextension, the district shall serve upon the Fair Dismissal Appeals Board and the teacher a written statement of reason for the contract nonextension, which shall include:

(a) A plain and concise statement of the facts relied on to support the statutory grounds for nonextension of the contract;

(b) The statutory grounds upon which the district believes such contract nonextension is justified; **and**

(c) A list of witnesses and documents upon which the district will rely at hearing.

(5) Intentionally left blank —Ed.

(a) At least 10 days prior to the hearing, the teacher shall provide a list of witnesses and exhibits to the Fair Dismissal Appeals Board panel and the school district.

(b) The Fair Dismissal Appeals Board panel shall hold a contested case hearing under ORS chapter 183 within 100 days of the receipt by the teacher of notice of dismissal or of the statement of reasons in the case of contract nonextension. No later than 140 days after the filing of an appeal, consistent with due process, the Fair Dismissal Appeals Board panel shall prepare and send a written decision to the contract teacher, the district superintendent, the district school board and the Superintendent of Public Instruction. The hearing shall be private unless the teacher requests a public hearing. At the hearing, the district and the contract teacher shall have the right to be present and be heard, to be represented by counsel, to present evidence and cross-examine adverse witnesses and to offer evidence that in the panel's judgment is relevant to the dispute. The panel may take all reasonable steps to require the parties to conclude the hearing in an expeditious manner.

(6) When the Fair Dismissal Appeals Board panel has completed its hearing, it shall prepare a written decision and send it to the contract teacher, the district superintendent, the district school board and the Superintendent of Public Instruction. The Fair Dismissal Appeals Board panel shall determine whether the facts relied upon to support the statutory grounds cited for dismissal or nonextension are true and substantiated. If the panel finds these facts true and substantiated, it shall then consider whether such facts, in light of all the circumstances and additional facts developed at the hearing that are relevant to the statutory standards in ORS 342.865 (Grounds for dismissal or contract nonextension of contract teacher) (1), are adequate to justify the statutory grounds cited. In making such determination, the panel shall consider all reasonable written rules, policies and standards of performance adopted by the school district board unless it finds that such rules, policies and standards have been so inconsistently applied as to amount to arbitrariness. The panel shall not reverse the dismissal or nonextension if it finds the facts relied upon are true and substantiated unless it determines, in light of all the evidence and for reasons stated with specificity in its findings and order, that the dismissal or nonextension was unreasonable, arbitrary or clearly an excessive remedy.

(7) Intentionally left blank —Ed.

(a) Subject to subsection (6) of this section and paragraph (b) of this subsection, if the Fair Dismissal Appeals Board panel finds that the facts relied on to support the recommendation of the district superintendent are untrue or unsubstantiated, or if true and

substantiated, are not adequate to justify the statutory grounds cited as reason for the dismissal or nonextension, and so notifies the contract teacher, the district superintendent, the district school board and the Superintendent of Public Instruction, the teacher shall be reinstated and the teacher shall receive such back pay as ordered by the Fair Dismissal Appeals Board panel for the period between the effective date of the dismissal or nonextension and the date of the order reinstating the teacher, or the date when the district actually reinstates the teacher, whichever is later. However, nothing in this section requires a school district to pay the teacher until the reinstatement occurs if the district has other legal grounds for not reinstating the teacher.

(b) So long as the right of the district board under subsection (9) of this section and under ORS 183.480 (Judicial review of agency orders) and 183.500 (Appeals) to judicial review of the action of the Fair Dismissal Appeals Board remains unexpired, the district school board may withhold the reinstated teacher from performance of teaching duties, unless otherwise ordered by the court having jurisdiction of the appeal.

(c) Subject to ORS 342.850 (Teacher evaluation) (9), if the Fair Dismissal Appeals Board panel determines that the procedures described in ORS 342.850 (Teacher evaluation) (2)(b)(A) to (D) have not been substantially complied with, the teacher may be reinstated with back pay as provided in paragraph (a) of this subsection.

(8) Subject to subsection (6) of this section, if the Fair Dismissal Appeals Board panel finds the facts relied on to support the recommendation of the district superintendent true and substantiated, and that those facts justify the statutory grounds cited as reason for the dismissal or nonextension and so notifies the contract teacher, the district superintendent, the district school board and the Superintendent of Public Instruction in writing, the dismissal or nonextension becomes final on the date of the notice.

(9) An appeal from action of the Fair Dismissal Appeals Board panel shall be taken in the manner provided in ORS 183.480 (Judicial review of agency orders).

(10) Intentionally left blank —Ed.

(a) If both the district board and the teacher or teacher's representative agree, arbitration may be used as an alternative to a hearing before a Fair Dismissal Appeals Board panel to determine if the teacher's dismissal or nonextension of a contract is in compliance with the standards of ORS 342.805 (Short title) to 342.910 (Waiver of contract grievance claim if appeal of dismissal decision filed). If the teacher or teacher's representative desires to use the arbitration procedure, the request for arbitration shall be included in the request for appeal that is filed with the Superintendent of Public Instruction under this section. Within 10 days of the time the

superintendent of the district is notified of the teacher's intent to appeal the dismissal or nonextension of a contract, the superintendent of the district shall notify the teacher or teacher's representative and the Superintendent of Public Instruction as to whether the district has agreed to use the arbitration procedure. If the district determines not to use the arbitration procedure, the hearing procedure shall be continued under this section in the same manner as if no request for arbitration had been made. If the arbitration procedure is used, the teacher has no further rights to a hearing before a Fair Dismissal Appeals Board panel.

(b) The procedures for selection of the arbitrator are those in the applicable collective bargaining agreement. If there is no provision or agreement or if the agreement does not contain a procedure for selection, the parties shall request a list of five arbitrators from the Employment Relations Board and shall choose an arbitrator by alternative striking of names until one name is left. The remaining person shall act as the arbitrator. The Employment Relations Board shall compile a roster of qualified arbitrators from which the lists are to be taken.

(c) In determining whether the district board's dismissal or nonextension of the teacher should be sustained, the arbitrator shall use the same reasons, rules and levels of evidence as are required for the Fair Dismissal Appeals Board under ORS 342.805 (Short title) to 342.910 (Waiver of contract grievance claim if appeal of dismissal decision filed). [1965 c.608 §12; 1971 c.570 §8; 1973 c.298 §6; 1973 c.612 §14; 1977 c.223 §1; 1977 c.400 §5; 1977 c.881 §6; 1979 c.668 §4; 1987 c.663 §2; 1993 c.236 §1; 1993 c.237 §1; 1993 c.778 §28; 1997 c.864 §13; 2001 c.449 §1; 2003 c.798 §4]

Location: https://oregon.public.law/statutes/ors_342.905

Original Source: Section 342.905 — Appeal procedure; arbitration as alternative, https://www.oregonlegislature.gov/bills_laws/ors/ors342.html (last accessed Jun. 16, 2023).

ORS 342.910
Waiver of contract grievance claim if appeal of dismissal decision filed

- waiver of certain rights and procedures

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(1) Any teacher who files an appeal of a dismissal or nonextension of a contract decision with the Fair Dismissal Appeals Board, upon motion of the school district, shall be required to waive any contract grievance claim regarding the same dismissal or nonextension of a contract as a condition to Fair Dismissal Appeals Board or subsequent judicial review.

(2) A school district and an exclusive bargaining representative of teachers may agree to waive all or any part of the rights and procedures provided under ORS 342.805 (Short title) to 342.937 (Reimbursement for teacher dismissal costs) if third party review of any dismissal or nonextension of a contract teacher is available. [1995 c.286 §16; 1997 c.864 §14]

Location: `https://oregon.public.law/statutes/ors_342.910`

Original Source: Section 342.910 — Waiver of contract grievance claim if appeal of dismissal decision filed; waiver of certain rights and procedures, `https://www.oregonlegislature.gov/bills_laws/ors/ors342.html` (last accessed Jun. 16, 2023).

ORS 342.930
Fair Dismissal Appeals Board

- rules

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(1) The Fair Dismissal Appeals Board is created, consisting of 24 members appointed by the Governor, subject to confirmation by the Senate as provided in ORS 171.562 (Procedures for confirmation) and 171.565 (Vote required for confirmation).

(2) Intentionally left blank —Ed.

(a) The membership of the board shall be as follows:

(A) Six members must be administrators in common or union high school districts;

(B) Six members must be contract teachers;

(C) Six members must be members of common or union high school district boards at the time of their appointment; **and**

(D) Six members may not have any affiliation with any common or union high school district.

(b) One member from each category described in paragraph (a)(A) and (B) of this subsection may be retired prior to appointment if the member had been previously employed as an administrator or a contract teacher in this state.

(c) At least one member from each category described in paragraph (a) of this subsection must be resident of a school district so that each type of school district described below is represented:

(A) A school district with an average daily membership, as defined in ORS 327.006 (Definitions for State School Fund distributions), of less than 1,500 students;

(B) A school district with an average daily membership, as defined in ORS 327.006 (Definitions for State School Fund distributions), of 1,500 to 4,500 students; **and**

(C) A school district with an average daily membership, as defined in ORS 327.006 (Definitions for State School Fund distributions), of greater than 4,500 students.

(3) Except as provided in subsection (4) of this section, the term of office of each member is four years, but a member serves at the pleasure of the Governor. Before the expiration of the term of a member, the Governor shall appoint a successor whose term begins on July 1 next following. A

member is eligible for reappointment. If there is a vacancy for any cause, the Governor shall make an appointment to become immediately effective for the unexpired term.

(4) A member whose term has expired may continue to serve for the following limited purposes:

(a) To conduct a hearing and prepare a written decision if the member was appointed to a panel in accordance with ORS 342.905 (Appeal procedure) (2) before the expiration of the member's term; **or**

(b) To reconsider a decision if the member served on the panel originally hearing an appeal and a motion for reconsideration is filed prior to an appeal to the Court of Appeals.

(5) The continued service of a member as provided in subsection (4) of this section shall not prevent a successor from taking office at the time prescribed in subsection (3) of this section.

(6) Members shall be entitled to compensation and expenses as provided in ORS 292.495 (Compensation and expenses of members of state boards and commissions) for each day or part thereof during which they perform duties under ORS 342.805 (Short title), 342.815 (Definitions for ORS 342.805 to 342.937), 342.835 (Probationary teacher), 342.850 (Teacher evaluation), 342.875 (Suspension), 342.895 (Contract teachers) to 342.910 (Waiver of contract grievance claim if appeal of dismissal decision filed) and this section, to be paid by the district school board from which the appeal is taken. However, any member of the board who would be entitled to receive a per diem except for being employed in full-time public service may receive the payment if service on the board is performed while the member is not under obligation to perform contractual teaching or administrative duties.

(7) The board shall select one of its members as chairperson and another as vice chairperson, for such terms and with duties and powers necessary for the performance of the functions of such offices as the board determines.

(8) A majority of the members of the board constitutes a quorum for the transaction of business.

(9) In accordance with applicable provisions of ORS chapter 183, the board may adopt rules necessary for the administration of this section and ORS 342.905 (Appeal procedure) and 342.910 (Waiver of contract grievance claim if appeal of dismissal decision filed). [1971 c.570 §10; 1973 c.298 §7; 1977 c.881 §7; 1983 c.777 §1; 1985 c.216 §1; 1997 c.864 §14a; 2001 c.449 §2; 2013 c.18 §1]

Location: https://oregon.public.law/statutes/ors_342.930

Original Source: Section 342.930 — Fair Dismissal Appeals Board; rules, https://www.oregonlegislature.gov/bills_laws/ors/ors342.html (last accessed Jun. 16, 2023).

ORS 342.934
Procedure for reduction of teacher staff due to funding or administrative decision

(1) As used in this section:

(a) "Competence" means the ability of a teacher to teach a subject or grade level based on consideration of any of the following:

(A) Teaching experience within the past five years related to the subject or grade level;

(B) Educational attainments, which may not be based solely on being licensed to teach; **or**

(C) The teacher's willingness to undergo additional training or pursue additional education.

(b) "Cultural or linguistic expertise" means the expertise of one teacher, as measured against the expertise of another teacher, based on consideration of any of the following factors:

(A) A teacher's linguistic ability in relation to an in-district language, as determined by a school district using a method of verification or attestation of fluency for all in-district languages;

(B) A teacher's completion of a teacher pathway program that is implemented by a teacher pathway partnership at the national, state, regional or local level and that has the primary focus of increasing the number of culturally or linguistically diverse teachers; **or**

(C) A teacher's current work assignment that requires the teacher to work at least 50 percent of the teacher's work assignment time:

(i) At a school where at least 25 percent of the student population consists of students from a historically underserved background, if the teacher is assigned to one school; **or**

(ii) At programs, schools or school districts where at least 25 percent of the student population consists of students from a historically underserved background, if the teacher is assigned to multiple programs, schools or school districts.

(c) “In-district language” means a heritage language or a language other than English that is spoken:

(A) By five percent or more of the students enrolled at the school where a teacher is assigned or, if the teacher is not assigned to a school, of the students enrolled in the schools of the school district; **or**

(B) At five percent or more of the homes of the students enrolled at the school where a teacher is assigned or, if the teacher is not assigned to a school, of the homes of the students enrolled in the schools of the school district.

(d) “Merit” means the measurement of one teacher’s ability and effectiveness against the ability and effectiveness of another teacher.

(e) “Qualified teacher with cultural or linguistic expertise” means a teacher who:

(A) Has more cultural or linguistic expertise than a teacher with more or equal seniority; **and**

(B) Holds proper licenses or other credentials to fill a remaining position.

(f) “School district” includes an education service district.

(g) “Student from a historically underserved background” includes a student who:

(A) Is an English language learner;

(B) Is from a racial or ethnic group that has historically experienced academic disparities, including racial or ethnic groups for which a statewide education plan has been developed under ORS 329.841 (Statewide education plan for students who are Black or African-American), 329.843 (Statewide education plan for students who are American Indian or Alaska Native) or 329.845 (Statewide education plan for students who are Latino or Hispanic) for students who are black, African-American, American Indian, Alaska Native, Latino or Hispanic;

(C) Is economically disadvantaged; **or**

(D) Has a disability.

(h) “Teacher” has the meaning given that term in ORS 342.120 (Definitions for chapter).

(2) This section shall provide the procedure for making reductions in teacher staff positions resulting from a school district’s lack of funds to continue its educational program at its anticipated level or resulting from the school district’s elimination or adjustment of classes due to administrative decision. Nothing in this section is intended to interfere with the right of a fair dismissal district to discharge, remove or fail to

renew the contract of a probationary teacher pursuant to ORS 342.835 (Probationary teacher).

(3) Before making any layoff decisions related to teacher staff, a school district shall make every reasonable effort to:

(a) Transfer teachers of eliminated or adjusted classes to other teaching positions for which the teachers are licensed and qualified.

(b) Combine teaching positions in a manner that allows teachers to remain qualified so long as the combined positions meet the curriculum needs of the school district and the competence consideration specified in subsection (5) of this section.

(c) Maintain the proportion of teachers with cultural or linguistic expertise compared to teachers without cultural or linguistic expertise.

(4) Intentionally left blank —Ed.

(a) Except as required by paragraph (b) of this subsection and as allowed by subsection (5) of this section, a school district shall prioritize seniority when determining which teachers will be retained when a school district reduces its teacher staff under this section.

(b) A school district shall retain a qualified teacher with cultural or linguistic expertise who has less seniority if the release of the less senior teacher would result in a lesser proportion of teachers with cultural or linguistic expertise compared to teachers without cultural or linguistic expertise. When a qualified teacher with cultural or linguistic expertise is retained under this paragraph and the school district is determining which teachers to retain who do not have cultural or linguistic expertise, the school district shall prioritize:

(A) Seniority; **or**

(B) To the extent allowed under subsection (5) of this section, competence or merit.

(c) Intentionally left blank —Ed.

(A) Except as provided by subparagraph (B) of this paragraph, any ties in calculations of seniority shall be broken by drawing lots.

(B) If the release of a qualified teacher with cultural or linguistic expertise who has equal seniority would result in a lesser proportion of teachers with cultural or linguistic expertise compared to teachers without cultural or linguistic expertise, the school district shall retain the teacher with cultural or linguistic expertise.

(d) For the purposes of this subsection, seniority shall be calculated from the first day of actual service as teachers with the school district, inclusive of approved leaves of absence.

(e) Nothing in this subsection prohibits a school district from requiring that teachers to be retained hold proper licenses or other credentialing at the time of layoff to fill remaining positions or prohibits a school district from retaining a teacher as allowed under subsection (5) of this section.

(5) A school district may retain a teacher with less seniority than a teacher being released under this section if the school district determines that the teacher being retained has more competence or merit than the teacher with more seniority who is being released.

(6) Intentionally left blank —Ed.

(a) Except as provided by paragraph (b) of this subsection, an administrator shall retain status and seniority as a contract teacher and voluntarily may return to teaching in a reduction in staff situation.

(b) An administrator who was never employed as a teacher in the school district shall not be eligible to become a nonadministrative teacher in the school district if the effect is to displace a nonadministrative contract teacher.

(7) In consultation with its employees or, for those employees in a recognized or certified collective bargaining unit, with the exclusive bargaining representative of that unit, each school district shall establish a procedure for recalling teachers to employment in the school district who have been released because of a prospective or actual reduction in staff. The procedure shall define the criteria for recall and the teacher shall have the right of recall for 27 months after the last date of release by the school district unless waived as provided in the procedure by rejection of a specific position. A contract teacher who is recalled shall retain the status obtained before the release. A probationary teacher who is recalled shall have years of teaching for the school district counted as if the employment had been continuous for purposes of obtaining contract teacher status.

(8) An appeal from a decision on reduction in staff or recall under this section shall be by arbitration under the rules of the Employment Relations Board or by a procedure mutually agreed upon by the employee representatives and the employer. The results of the procedure shall be final and binding on the parties. Appeals from multiple reductions may be considered in a single arbitration. The arbitrator is authorized to reverse the staff reduction decision or the recall decision made by the school district only if the school district:

(a) Exceeded its jurisdiction;

(b) Failed to follow the procedure applicable to the matter before it;

(c) Made a finding or order not supported by substantial evidence in the whole record; **or**

(d) Improperly construed the applicable law.

(9) Intentionally left blank —Ed.

(a) A school district shall not agree in any collective bargaining agreement to waive the right to consider competence in making decisions about the order of reduction in staff or recall of staff. Nothing in this subsection shall prevent a school district and the exclusive bargaining representative from agreeing to alternative criteria for competence determinations under this subsection so long as the criteria ensure that all retained teachers are qualified for the positions they fill.

(b) As used in this subsection, “qualified” means the measurement of the teacher’s ability to teach the particular grade level or subject matter in which the teacher is placed after the reduction in force. Qualifications shall be measured by more than seniority and licensure, but may include other criteria that reasonably measure the teacher’s fitness to teach the relevant grade or subject level. Determinations of competence or qualifications under this subsection may take into account requirements for any special needs students. [1981 c.569 §3; 1983 s.s. c.1 §1; 1989 c.282 §1; 1993 c.480 §1; 1997 c.864 §15; 2021 c.445 §1]

Location: https://oregon.public.law/statutes/ors_342.934

Original Source: Section 342.934 — Procedure for reduction of teacher staff due to funding or administrative decision, https://www.oregonlegislature.gov/bills_laws/ors/ors342.html (last accessed Jun. 16, 2023).

ORS 342.937
Reimbursement for teacher dismissal costs

The Superintendent of Public Instruction may reimburse any school districts for all or part of the costs reasonably related to a dismissal of a contract teacher or nonextension of a contract teacher's contract, or appeal therefrom under ORS 342.805 (Short title) to 342.937 (Reimbursement for teacher dismissal costs), provided that the school district is the ultimate prevailing party. The superintendent may consider the school district's ability to pay the costs related to the dismissal or nonextension of the contract teacher, and seek such funds from the Emergency Board as may be in the superintendent's judgment necessary to carry out this provision. [1997 c.864 §6]

Location: https://oregon.public.law/statutes/ors_342.937

Original Source: Section 342.937 — Reimbursement for teacher dismissal costs, https://www.oregonlegislature.gov/bills_laws/ors/ors342.html (last accessed Jun. 16, 2023).