

Regular Session  
Wednesday, February 19, 2025 6:00 PM Pacific

Board Room  
1 Eddyville School Road  
Eddyville, OR 97343

Jenny Demaris: Present  
Lynnesy Johnson: Present  
Tony Pettis: Present  
Kevin Rariden: Present  
Charlie Russell: Present  
Abe Silvonen: Present  
Bruce Thompkins: Present  
Present: 7.

1. Call to Order
2. Roll Call
3. Agenda Adjustments
4. Financial Report
  - 4.a. January Financial Report- Doug Byers
5. Administrative Reports
  - 5.a. Superintendent/Elementary Principal Report- Eric Clendenin
  - 5.b. Secondary Principal Report- Karla Pearson
  - 5.c. Athletic Director Report- Karla Pearson
  - 5.d. Technology/Safety/Facilities Report- Danny Wheeler
6. New Business/Discussion
  - 6.a. First Readings of Policy Updates from OSBA
  - 6.b. Lincoln County Walk-Through Update
7. Interested Party Comments
8. Action Items
9. Consent Agenda
  - 9.a. Payment of the Bills
  - 9.b. Past Meeting Minutes
  - 9.c. Policy Updates/Second Readings
10. Executive Session: ORS 192.660(2)(i)
11. Meeting Adjournment



## MEMORANDUM

February 5, 2025

TO: Eddyville Charter School Board of Directors  
FROM: Doug Byers, Accountant 3, LBL ESD  
RE: July 1, 2024 – January 31, 2025 Financial Statements

Board Members,

Attached you will find the 2024-25 financial statement through January 31, 2025. These statements include the General Fund Statement of Revenues Budget vs. Actual, General Fund Statement of Expenditures Budget vs. Actual, Special Revenue Funds Revenue and Expenditures, and total Appropriations for the year.

The General Fund statements include the actual revenues and expenditures from July 1, 2024 through January 31, 2025. The projections are based on budget at this point until the September payroll is processed and salary lines encumbered. The estimated General Fund Ending Fund Balance is \$225,000. Contingency makes up \$100,000 of the Fund Balance total.

We have started the budgeting process this month. We have also again contracted with Pauly Rogers to conduct the 24.25 financial audit of Eddyville Charter School.

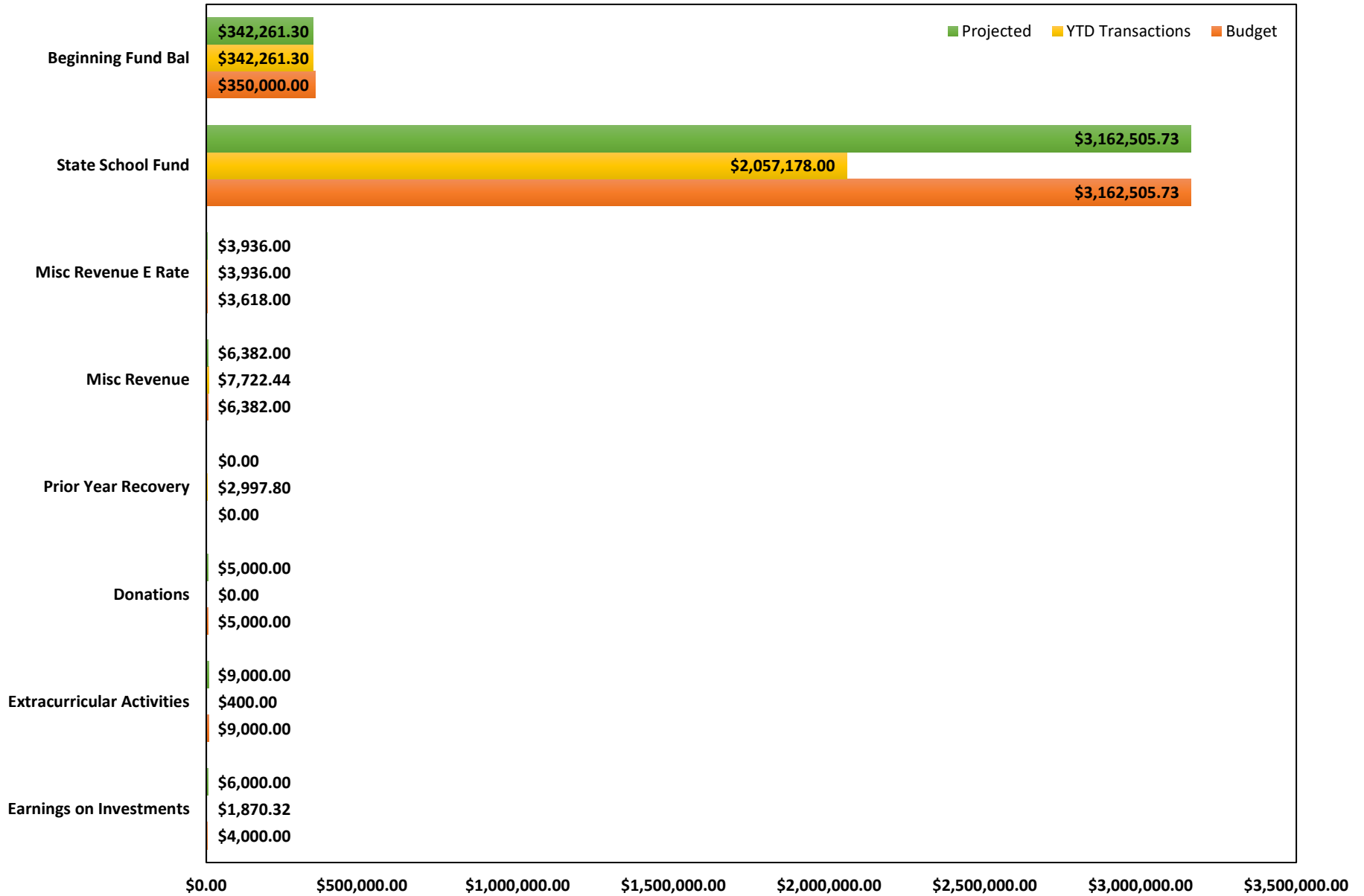
Eddyville Charter School investments are held in an interest-bearing money market account. Investments total \$772,159.14 and are yielding an interest rate of 4%. Dividend payments July 1, 2024 – January 31, 2025 total \$4,870.32.

Please let me know if you have any questions or concerns regarding these statements.

**Eddyville Charter School**  
**General Fund: Statement of Revenue Budget Vs. Actual**  
**For the Fiscal Year 2024-2025**  
**As of 01/31/2025**

Source	2024-25 Budget	Actual YTD Rev. 1/31/2025	Projected through 6/30/2025	Total Estimated 2024-2025	(Over)/Under Budget	Total Actual 6/30/2024	2023-2024 Budget
<b>State Sources</b>							
3101 State School Support Funds	3,162,506	2,057,178	1,105,328	3,162,506	(0)	3,070,335	3,045,581
3101 SSF- May Adjustment		-		-	-	-	
3299 Restricted State Funds		-	-			-	
<b>Total State Sources</b>	<b>3,162,506</b>	<b>2,057,178</b>	<b>1,105,328</b>	<b>3,162,506</b>	<b>(0)</b>	<b>3,070,335</b>	<b>3,045,581</b>
<b>Non State School Support Formula Sources</b>							
<b>Local Sources</b>							
1510 Interest on Investments/Bank	4,000	4,870	3,500	8,370	(4,370)	9,568	2,500
1710 Admissions	4,000	400	3,600	4,000	-	7,261	4,000
1740 Fees	5,000	-	5,000	5,000	-	8,591	10,000
1760 Scoreboard	-	-	-	-	-	2,236	-
1920 Donations from Private Sources	5,000	-	5,000	5,000	-	1,252	10,000
1960 Recovery of Prior Year Exp.	-	2,998	-	2,998		-	-
1990 Miscellaneous Local Revenue	10,000	11,658	(1,658)	10,000	-	12,908	20,000
<b>Total Non Formula Local Sources</b>	<b>28,000</b>	<b>19,927</b>	<b>15,442</b>	<b>35,368</b>	<b>(4,370)</b>	<b>41,816</b>	<b>46,500</b>
<b>State/Federal Sources</b>							
<b>Total State/Federal Sources</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Other Sources</b>							
5200 Interfund Transfers	-	-	-	-	-	-	-
5400 Beginning Fund Balance	350,000	342,261	0	342,262	7,739	322,014	310,000
<b>Total Other Sources</b>	<b>350,000</b>	<b>342,261</b>	<b>0</b>	<b>342,262</b>	<b>7,739</b>	<b>322,014</b>	<b>310,000</b>
<b>Total Non SSF Revenue</b>	<b>378,000</b>	<b>362,188</b>	<b>15,442</b>	<b>377,630</b>	<b>3,368</b>	<b>363,830</b>	<b>356,500</b>
<b>Total Resources</b>	<b>\$ 3,540,506</b>	<b>\$ 2,419,366</b>	<b>1,120,769</b>	<b>\$ 3,540,136</b>	<b>\$ 3,368</b>	<b>\$ 3,434,165</b>	<b>\$ 3,402,081</b>
				Less Estimated Requirements			
				\$ (3,272,721)			
				<b>Estimated Ending Fund Balance</b>			
				<b>\$ 267,415</b>			

## General Fund Revenue - January 2025 Projections - YTD - Budget

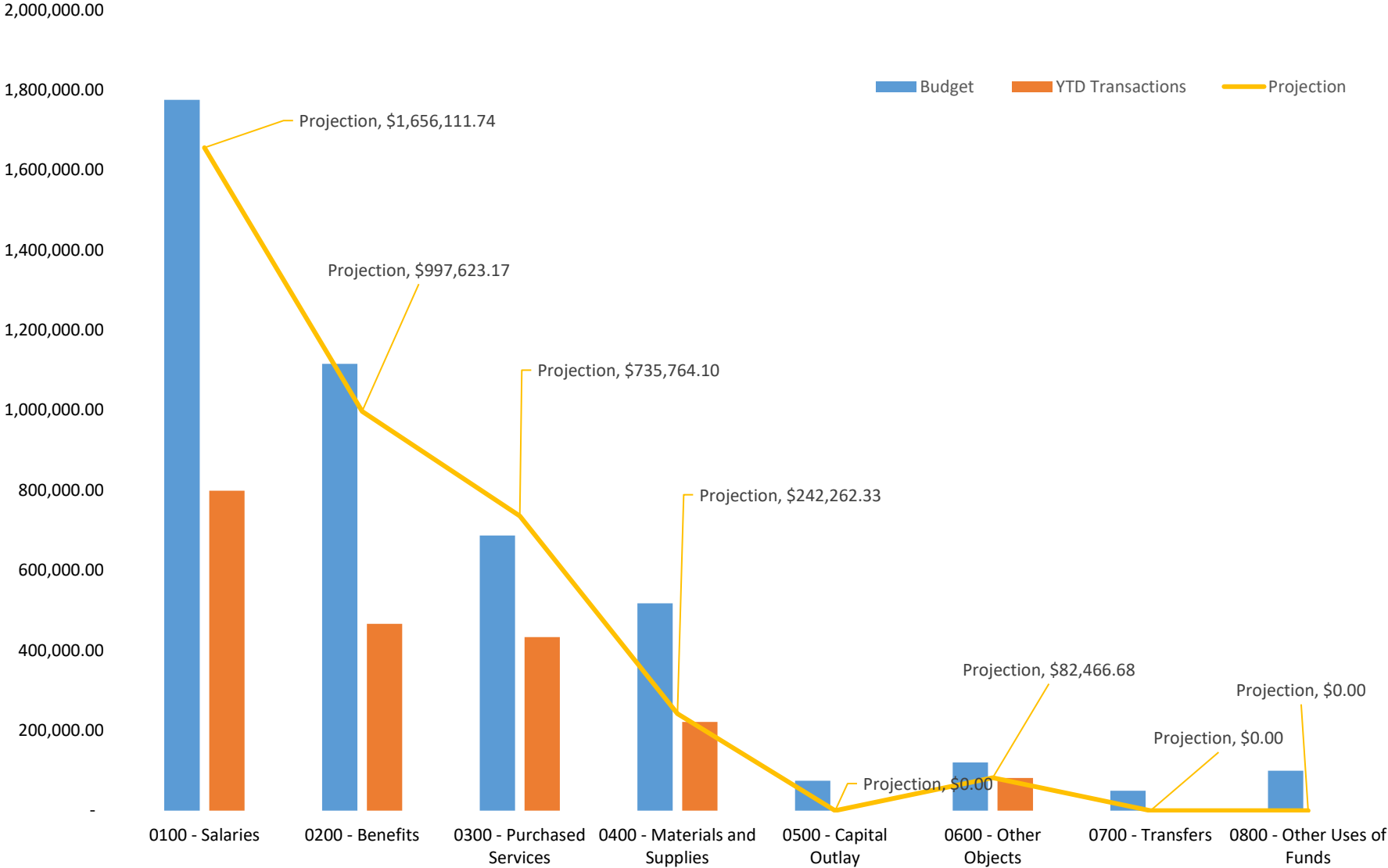


**Eddyville Charter School**  
**General Fund: Statement of Expenditures Budget Vs. Actual**  
**For the Fiscal Year 2024-2025**  
**As of 01/31/2025**

Function	Adopted 2024-2025 Budget	Actual YTD Exp. 1/31/2025	Projected through 6/30/2025	Total Estimated 2024-2025	(Over)/ Under Budget	% Committed	Total Actuals 6/30/2024
<b>Instruction</b>							
1111 Elementary, K-6	846,190	276,289	375,277	651,567	194,623.77	77.00%	693,407
1113 Elementary Extracurricular	1,400	-	1,400	1,400	-		2,590
1121 Middle/Junior High Programs	377,004	150,891	195,351	346,242	30,761.97	91.84%	321,445
1122 Middle/Junior High School Extracurricular	22,623	15,632	6,991	22,623	-	100.00%	26,361
1131 High School Programs	495,727	225,480	288,521	514,002	(18,274.57)	103.69%	420,305
1132 High School Extracurricular	89,374	49,173	40,200	89,374	-	100.00%	100,685
<b>Total Instruction</b>	<b>1,832,318</b>	<b>717,466</b>	<b>907,740</b>	<b>1,625,207</b>	<b>207,111</b>		<b>1,564,795</b>
<b>Support Services</b>							
2122 Counseling Services	-	-	-	-	-	#DIV/0!	-
2130 Health Services	10,000	630	9,370	10,000	-	100.00%	4,926
2210 Improvement of Instruction Services	-	-	-	-	-	#DIV/0!	-
2230 Assessment & Testing	-	-	-	-	-	#DIV/0!	-
2240 Staff Development	-	-	-	-	-	#DIV/0!	-
2310 Board of Education	125,492	111,877	13,615	125,492	-	100.00%	122,286
2321 Office of the Superintendent Services	92,404	51,935	40,468	92,404	-	100.00%	127,679
2411 Office of the Principal Services	359,699	186,674	173,025	359,699	-	100.00%	356,882
2520 Fiscal Services	96,000	303	95,697	96,000	-	100.00%	60,523
2541 Maintenance	-	3,337	-	3,337	(3,336.80)	0.74%	653
2542 Maintenance	449,203	306,613	160,421	467,035	(17,831.45)	208.26%	395,114
2552 Transportation	224,256	112,413	130,000	242,413	(18,157.79)	207.03%	220,741
264? Staff Accounting Services	117,093	61,995	55,098	117,093	-	139.33%	115,828
266? Technology	84,042	34,046	49,996	84,042	-		36,490
<b>Total Support Services</b>	<b>1,558,188</b>	<b>869,825</b>	<b>727,689</b>	<b>1,597,514</b>	<b>(39,326)</b>		<b>1,441,122</b>
<b>Other Requirements</b>							
5200 Transfers of Funds	50,000	-	50,000	50,000	-		85,000
6000 Contingency	100,000	-	-	-	100,000	0.00%	-
<b>Total Other Requirements</b>	<b>150,000</b>	<b>-</b>	<b>50,000</b>	<b>50,000</b>	<b>100,000</b>		<b>85,000</b>

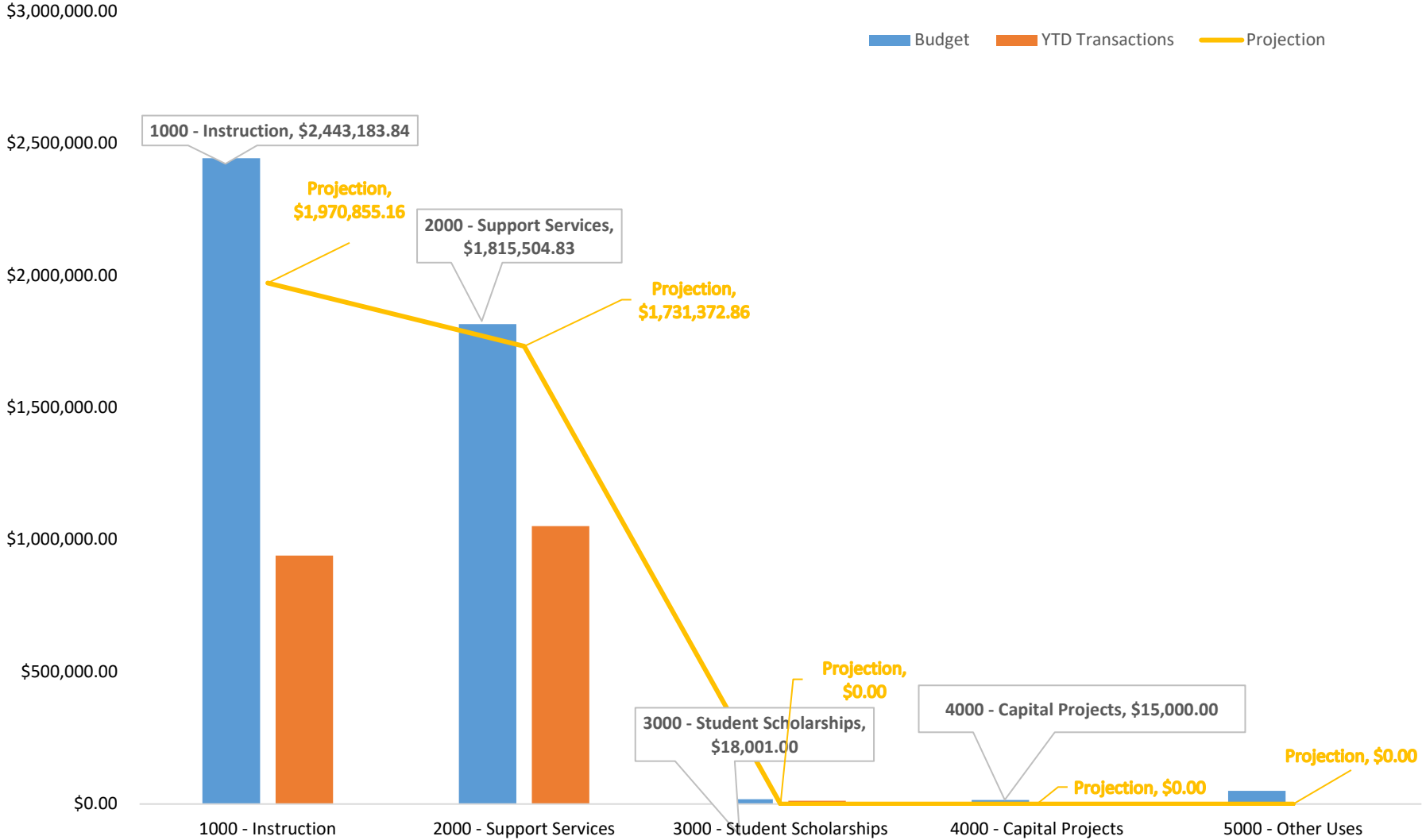
# EXPENDITURES BY OBJECT

July 1 - January 31, 2025



# EXPENDITURES BY FUNCTION

## July 1 - January 31, 2025



Eddyville Charter School  
 General Fund: Statement of Expenditures Budget Vs. Actual  
 For the Fiscal Year 2024-2025  
 As of 01/31/2025

Fund	Description	Beginning Fund Balance as of 7/1/2024	YTD Revenue	YTD Expenditures	Balance as of 1/31/2025	Encumbered	Expected Revenue	Remaining Balance	NOTES
210	BLM Grant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
211	Aspire Grant	\$0.00	\$2,205.00	\$1,059.17	\$1,145.83	\$1,062.20	\$2,205.00	\$83.63	
227	MWEC - CTE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00	\$3,000.00	
251	Student Investment Act	\$0.00	\$93,339.14	\$117,727.54	(\$24,388.40)	\$148,870.29	\$273,531.04	\$6,933.21	
253	Eddyville Scholarship Fund	\$13,001.31	\$0.00	\$12,000.00	\$1,001.31	\$0.00	\$0.00	\$1,001.31	
258	Suicide Prevention	\$1,253.85	\$0.00	\$0.00	\$1,253.85	\$0.00	\$0.00	\$1,253.85	
261	SSA Summer Learning	\$68,287.16	\$0.00	\$68,377.24	(\$90.08)	\$0.00	\$0.00	(\$90.08)	
262	Menstrual Dignity Act	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$897.00	\$897.00	
263	Early Literacy Grant	\$0.00	\$22,000.38	\$34,828.43	(\$12,828.05)	\$9,219.20	\$43,391.97	(\$655.66)	
274	Outdoor School	\$0.00	\$0.00	\$3,194.10	(\$3,194.10)	\$7,452.90	\$10,647.00	\$0.00	
278	Oregon State Credit Union Mini Grants	\$0.00	\$1,604.99	\$459.00	\$1,145.99	\$766.44	\$1,500.00	\$274.56	
283	STCCF/Science & Body Systems	\$0.00	\$2,268.88	\$473.76	\$1,795.12	\$0.00	\$2,268.88	\$1,795.12	
286	Selco CU Creater Learning Grant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
288	STCCF Health Center	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$3,000.00	
298	High School Success	\$0.00	\$19,725.70	\$24,881.71	(\$5,156.01)	\$36,087.31	\$63,001.32	\$2,032.30	
299	Student Body Funds	\$77,288.96	\$51,030.37	\$27,501.84	\$100,817.49	\$6,830.61	\$124,700.00	\$167,656.51	
400	Capital Project Funds	\$21,959.26	\$71,275.17	\$125,356.30	(\$32,121.87)	\$0.00	\$122,275.17	\$18,878.13	
	<b>Totals</b>	<b>\$181,790.54</b>	<b>\$266,449.63</b>	<b>\$415,859.09</b>	<b>\$32,381.08</b>	<b>\$210,288.95</b>	<b>\$650,417.38</b>	<b>\$206,059.88</b>	

Eddyville Charter School  
 General Fund: Statement of Expenditures Budget Vs. Actual  
 For the Fiscal Year 2024-2025  
 As of 01/31/2025

Fund	Appropriations	Resolutions	YTD	Encumbrances	Totals	(Over)/Under Budget
<b>General Fund, 100</b>						
1000 Instruction	\$ 1,832,318	0.00	\$ 717,466	\$ 880,797	\$ 1,598,264	\$ 234,054
2000 Support Services	\$ 1,558,188	0.00	\$ 869,825	\$ 619,991	\$ 1,489,816	\$ 68,372
5200 Transfers	\$ 50,000	0.00	\$ -	\$ -	\$ -	\$ 50,000
6000 Contingency	\$ 100,000	0	\$ -	\$ -	\$ -	\$ 100,000
<b>Sub Totals</b>	<b>\$ 3,540,506</b>	<b>\$ -</b>	<b>\$ 1,587,291</b>	<b>\$ 1,500,789</b>	<b>\$ 3,088,080</b>	<b>\$ 452,426</b>
<b>Special Funds, 200</b>						
1000 Instruction	\$ 610,866.03	\$ -	\$ 222,134	\$ 150,457	\$ 372,591	\$ 238,275
2000 Support Services	\$ 147,316.91	\$ -	\$ 56,368	\$ 59,832	\$ 116,200	\$ 31,117
3000 Scholarship	\$ 18,001.00	\$ -	\$ 12,000	\$ -	\$ 12,000	\$ 6,001
4000 Building Acquisition	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5200 Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Sub Totals</b>	<b>\$ 776,183.94</b>	<b>\$ -</b>	<b>\$ 290,503</b>	<b>\$ 210,289</b>	<b>\$ 500,792</b>	<b>\$ 275,392</b>
<b>Capital Projects, 400</b>						
2000 Support Services	\$ 110,000	\$ -	\$ 125,356	\$ -	\$ 125,356	\$ (15,356)
4000 Facility Construction	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ 15,000
<b>Sub Totals</b>	<b>\$ 125,000</b>	<b>\$ -</b>	<b>\$ 125,356</b>	<b>\$ -</b>	<b>\$ 125,356</b>	<b>\$ (356)</b>
<b>Totals</b>	<b>\$ 4,441,690</b>	<b>\$ -</b>	<b>\$ 2,003,151</b>	<b>\$ 1,711,077</b>	<b>\$ 3,714,228</b>	<b>\$ 727,462</b>

## Eddyville Charter School, Inc.

### Reprint Check Listing

Fiscal Year: 2024-2025

**Criteria:**

Bank Account: OR State CU - Checking 618680-8000

From Date: 01/01/2025

To Date: 01/31/2025

From Check:

To Check:

From Voucher:

To Voucher:

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
2860	01/08/2025	ALARM SOLUTIONS INC.	\$90.00	1125	Printed	Expense	<input checked="" type="checkbox"/>	01/31/2025	
2861	01/08/2025	AMAZON.COM	\$2,195.38	1125	Printed	Expense	<input checked="" type="checkbox"/>	01/31/2025	
2862	01/08/2025	Aqua Pro Pump Services	\$3,212.00	1125	Printed	Expense	<input checked="" type="checkbox"/>	01/31/2025	
2863	01/08/2025	Auto Chlor System	\$319.35	1125	Printed	Expense	<input checked="" type="checkbox"/>	01/31/2025	
2864	01/08/2025	Brooks, Betsy	\$3,120.00	1125	Printed	Expense	<input checked="" type="checkbox"/>	01/31/2025	
2865	01/08/2025	CULLIGAN WATER SYSTEMS	\$7.50	1125	Printed	Expense	<input checked="" type="checkbox"/>	01/31/2025	
2866	01/08/2025	DAHL DISPOSAL SERVICE	\$1,026.80	1125	Printed	Expense	<input checked="" type="checkbox"/>	01/31/2025	
2867	01/08/2025	NCS Pearson Inc	\$481.30	1125	Printed	Expense	<input checked="" type="checkbox"/>	01/31/2025	
2868	01/08/2025	PACIFIC NORTHWEST COUNSELING, LLC	\$4,166.67	1125	Printed	Expense	<input checked="" type="checkbox"/>	01/31/2025	
2869	01/08/2025	PEAK Internet	\$410.00	1125	Printed	Expense	<input checked="" type="checkbox"/>	01/31/2025	
2870	01/08/2025	Power Distributors LLC	\$44.26	1125	Printed	Expense	<input checked="" type="checkbox"/>	01/31/2025	
2871	01/08/2025	SAIF	\$1,594.93	1125	Printed	Expense	<input checked="" type="checkbox"/>	01/31/2025	
2872	01/08/2025	Sierra Springs	\$750.96	1125	Printed	Expense	<input checked="" type="checkbox"/>	01/31/2025	
2873	01/21/2025	AIRROW HEATING & SHEET METAL, LLC	\$3,274.00	1137	Printed	Expense	<input checked="" type="checkbox"/>	01/31/2025	
2874	01/21/2025	AMAZON.COM	\$2,544.94	1137	Printed	Expense	<input checked="" type="checkbox"/>	01/31/2025	
2875	01/21/2025	CONSUMERS POWER INC	\$5,329.44	1137	Printed	Expense	<input checked="" type="checkbox"/>	01/31/2025	
2876	01/21/2025	COSA	\$1,000.00	1137	Printed	Expense	<input checked="" type="checkbox"/>	01/31/2025	
2877	01/21/2025	Dunn Carney	\$170.00	1137	Printed	Expense	<input checked="" type="checkbox"/>	01/31/2025	
2878	01/21/2025	HOME DEPOT	\$734.18	1137	Printed	Expense	<input checked="" type="checkbox"/>	01/31/2025	
2879	01/21/2025	INDUSTRIAL WELDING SUPPLY	\$5.00	1137	Printed	Expense	<input checked="" type="checkbox"/>	01/31/2025	
2880	01/21/2025	Mid-Valley Woodsmen LLC	\$3,350.00	1137	Printed	Expense	<input checked="" type="checkbox"/>	01/31/2025	
2881	01/21/2025	NCS Pearson Inc	\$13.20	1137	Printed	Expense	<input type="checkbox"/>		
2882	01/21/2025	Pacific Digital Works. INC	\$225.25	1137	Printed	Expense	<input type="checkbox"/>		

## Eddyville Charter School, Inc.

### Reprint Check Listing

Fiscal Year: 2024-2025

**Criteria:**

Bank Account: OR State CU - Checking 618680-8000

From Date: 01/01/2025

To Date: 01/31/2025

From Check:

To Check:

From Voucher:

To Voucher:

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
2883	01/21/2025	PIONEER PRINTING, INC.	\$201.35	1137	Printed	Expense	<input checked="" type="checkbox"/>	01/31/2025	
2884	01/21/2025	PIONEER TELEPHONE CO	\$409.14	1137	Printed	Expense	<input checked="" type="checkbox"/>	01/31/2025	
2885	01/21/2025	Platt Electric	\$229.76	1137	Printed	Expense	<input type="checkbox"/>		
2886	01/21/2025	PowerSchool	\$1,620.78	1137	Printed	Expense	<input checked="" type="checkbox"/>	01/31/2025	
2887	01/21/2025	SHERWIN WILLIAMS	\$328.80	1137	Printed	Expense	<input checked="" type="checkbox"/>	01/31/2025	
2888	01/21/2025	SMEED COMMUNICATIONS SERVICES	\$800.00	1137	Printed	Expense	<input checked="" type="checkbox"/>	01/31/2025	
2889	01/21/2025	XEROX CAPITAL SERVICES	\$608.49	1137	Printed	Expense	<input checked="" type="checkbox"/>	01/31/2025	
2890	01/21/2025	AIRROW HEATING & SHEET METAL, LLC	\$3,274.00	1138	Printed	Expense	<input checked="" type="checkbox"/>	01/31/2025	
2891	01/27/2025	AMERICAN FIDELITY HEALTH SERVICES ADMIN	\$107.00	1145	Printed	Payroll Ded	<input type="checkbox"/>		
2892	01/27/2025	OREGON DEPARTMENT OF JUSTICE	\$455.00	1145	Printed	Payroll Ded	<input checked="" type="checkbox"/>	01/31/2025	
2893	01/27/2025	Texas Life Ins. Co	\$694.90	1145	Printed	Payroll Ded	<input type="checkbox"/>		
2894	01/29/2025	AMAZON.COM	\$43.41	1146	Printed	Expense	<input type="checkbox"/>		
2895	01/29/2025	ANALYTICAL LABORATORY & CONSULTANTS	\$185.00	1146	Printed	Expense	<input type="checkbox"/>		
2896	01/29/2025	ArmorZone Athletic	\$418.00	1146	Printed	Expense	<input type="checkbox"/>		
2897	01/29/2025	Auto Chlor System	\$287.30	1146	Printed	Expense	<input type="checkbox"/>		
2898	01/29/2025	Generation Esports	\$5,750.00	1146	Printed	Expense	<input type="checkbox"/>		
2899	01/29/2025	NORTHWEST REGIONAL ESD	\$134.40	1146	Printed	Expense	<input type="checkbox"/>		
2900	01/29/2025	RAU PLUMBING, INC	\$287.50	1146	Printed	Expense	<input type="checkbox"/>		

Total Amount: \$49,899.99

End of Report

## Eddyville Charter School, Inc.

### Non-Check Batch Listing

Fiscal Year: 2024-2025

**Criteria:**

Bank Account: OR State CU - Checking 618680-8000

From Date: 01/01/2025

To Date: 01/31/2025

From Voucher:

To Voucher:

Account: 618680-8000

01/10/2025	OEBB	\$638.04	1123	Posted to G/L PR	<input type="checkbox"/>
01/10/2025	OEBB	\$2,206.78	1123	Posted to G/L PR	<input type="checkbox"/>
01/10/2025	OEBB	\$28,846.73	1123	Posted to G/L PR	<input type="checkbox"/>
01/10/2025	OEBB	\$238.28	1123	Posted to G/L PR	<input type="checkbox"/>
01/10/2025	OEBB	\$132.30	1123	Posted to G/L PR	<input type="checkbox"/>
01/10/2025	OEBB	\$9.00	1123	Posted to G/L PR	<input type="checkbox"/>
01/10/2025	PERS	\$531.71	1124	Posted to G/L PR	<input type="checkbox"/>
01/10/2025	PERS	\$0.01	1124	Posted to G/L PR	<input type="checkbox"/>
01/10/2025	PERS	\$4,101.52	1124	Posted to G/L PR	<input type="checkbox"/>
01/10/2025	PERS	\$7,364.54	1124	Posted to G/L PR	<input type="checkbox"/>
01/10/2025	PERS	\$27,038.86	1124	Posted to G/L PR	<input type="checkbox"/>
01/10/2025	BANK CARD CENTER	\$54.24	1127	Posted to G/L AP	<input type="checkbox"/>
01/10/2025	CHEVRON	\$61.00	1127	Posted to G/L AP	<input type="checkbox"/>
01/10/2025	CHEVRON	\$65.00	1127	Posted to G/L AP	<input type="checkbox"/>
01/10/2025	CHEVRON	\$40.00	1127	Posted to G/L AP	<input type="checkbox"/>
01/10/2025	BANK CARD CENTER	\$467.78	1127	Posted to G/L AP	<input type="checkbox"/>
01/10/2025	BIMART	\$113.90	1127	Posted to G/L AP	<input type="checkbox"/>

Eddyville Charter School, Inc.

Non-Check Batch Listing

Fiscal Year: 2024-2025

Criteria:

Bank Account: OR State CU - Checking 618680-8000

From Date: 01/01/2025

To Date: 01/31/2025

From Voucher:

To Voucher:

01/10/2025	US Foods/Chef's Store	\$395.99	1127	Posted to G/L AP	<input type="checkbox"/>
01/10/2025	BIG 5 Sporting Goods	\$11.98	1127	Posted to G/L AP	<input type="checkbox"/>
01/10/2025	STAPLES ADVANTAGE	\$85.45	1128	Posted to G/L AP	<input type="checkbox"/>
01/10/2025	TOWNE PUMP	\$31.28	1128	Posted to G/L AP	<input type="checkbox"/>
01/10/2025	BANK CARD CENTER	\$49.38	1128	Posted to G/L AP	<input type="checkbox"/>
01/10/2025	BANK CARD CENTER	\$35.00	1128	Posted to G/L AP	<input type="checkbox"/>
01/10/2025	CHEVRON	\$44.61	1129	Posted to G/L AP	<input type="checkbox"/>
01/10/2025	CHEVRON	\$65.92	1129	Posted to G/L AP	<input type="checkbox"/>
01/10/2025	CHEVRON	\$60.57	1129	Posted to G/L AP	<input type="checkbox"/>
01/10/2025	BANK CARD CENTER	\$126.36	1129	Posted to G/L AP	<input type="checkbox"/>
01/10/2025	BANK CARD CENTER	\$15.53	1129	Posted to G/L AP	<input type="checkbox"/>
01/10/2025	BANK CARD CENTER	\$25.62	1129	Posted to G/L AP	<input type="checkbox"/>
01/10/2025	BANK CARD CENTER	\$258.74	1129	Posted to G/L AP	<input type="checkbox"/>
01/10/2025	BANK CARD CENTER	\$368.71	1129	Posted to G/L AP	<input type="checkbox"/>
01/21/2025	BANK CARD CENTER	\$8.95	1130	Posted to G/L AP	<input type="checkbox"/>
01/21/2025	ADOBE	\$19.99	1131	Posted to G/L AP	<input type="checkbox"/>
01/21/2025	Microsoft Corp	\$50.00	1132	Posted to G/L AP	<input type="checkbox"/>
01/13/2025	OREGON DEPARTMENT OF REVENUE	\$7,511.92	1136	Posted to G/L PR	<input type="checkbox"/>

Eddyville Charter School, Inc.

Non-Check Batch Listing

Fiscal Year: 2024-2025

Criteria:

Bank Account: OR State CU - Checking 618680-8000

From Date: 01/01/2025

To Date: 01/31/2025

From Voucher:

To Voucher:

01/13/2025	OREGON DEPARTMENT OF REVENUE	-\$0.02	1136	Posted to G/L PR	<input type="checkbox"/>
01/13/2025	OREGON DEPARTMENT OF REVENUE	\$266.72	1136	Posted to G/L PR	<input type="checkbox"/>
01/13/2025	OR DEPT OF REVENUE - STATE TAX	\$131.77	1136	Posted to G/L PR	<input type="checkbox"/>
01/13/2025	OR DEPT OF REVENUE - STATE TAX	\$136.43	1136	Posted to G/L PR	<input type="checkbox"/>
01/13/2025	OR DEPT OF REVENUE - STATE TAX	\$132.31	1136	Posted to G/L PR	<input type="checkbox"/>
01/13/2025	OREGON DEPARTMENT OF REVENUE	\$1,339.15	1136	Posted to G/L PR	<input type="checkbox"/>
01/13/2025	OREGON DEPARTMENT OF REVENUE	\$1,385.78	1136	Posted to G/L PR	<input type="checkbox"/>
01/13/2025	OREGON DEPARTMENT OF REVENUE	\$1,344.56	1136	Posted to G/L PR	<input type="checkbox"/>
01/13/2025	OREGON DEPARTMENT OF REVENUE	-\$27.40	1136	Posted to G/L PR	<input type="checkbox"/>
01/13/2025	OREGON DEPARTMENT OF REVENUE	-\$295.86	1136	Posted to G/L PR	<input type="checkbox"/>
01/24/2025	EDDYVILLE CHARTER SCHOOL	\$144.00	1139	Posted to G/L PR	<input type="checkbox"/>
01/24/2025	EDDYVILLE CHARTER SCHOOL	\$607.68	1139	Posted to G/L PR	<input type="checkbox"/>
01/24/2025	OSU FEDERAL CREDIT UNION	\$355.00	1139	Posted to G/L PR	<input type="checkbox"/>
01/24/2025	EDDYVILLE CHARTER SCHOOL	\$1,454.60	1139	Posted to G/L PR	<input type="checkbox"/>
01/24/2025	EDDYVILLE CHARTER SCHOOL	\$89,245.77	1139	Posted to G/L PR	<input type="checkbox"/>

Eddyville Charter School, Inc.

Non-Check Batch Listing

Fiscal Year: 2024-2025

Criteria:

Bank Account: OR State CU - Checking 618680-8000

From Date: 01/01/2025

To Date: 01/31/2025

From Voucher:

To Voucher:

Date	Description	Amount	Account	Posted	Reference	Check
01/24/2025	EDDYVILLE CHARTER SCHOOL	\$116.53	1139	Posted to G/L	PR	<input type="checkbox"/>
01/24/2025	EDDYVILLE CHARTER SCHOOL	\$138.11	1139	Posted to G/L	PR	<input type="checkbox"/>
01/24/2025	EDDYVILLE CHARTER SCHOOL	\$2,678.66	1139	Posted to G/L	PR	<input type="checkbox"/>
01/24/2025	EDDYVILLE CHARTER SCHOOL	\$363.29	1139	Posted to G/L	PR	<input type="checkbox"/>
01/24/2025	EDDYVILLE CHARTER SCHOOL	\$7,048.67	1139	Posted to G/L	PR	<input type="checkbox"/>
01/24/2025	INTERNAL REVENUE SERVICE - MEDICARE	\$3,897.56	1140	Posted to G/L	PR	<input type="checkbox"/>
01/24/2025	INTERNAL REVENUE SERVICE - SS	\$16,665.18	1140	Posted to G/L	PR	<input type="checkbox"/>
01/24/2025	INTERNAL REVENUE SERVICE - FEDERAL TAX	\$8,284.28	1140	Posted to G/L	PR	<input type="checkbox"/>
01/24/2025	OR DEPT OF REVENUE - STATE TAX	\$8,448.62	1141	Posted to G/L	PR	<input type="checkbox"/>
01/27/2025	AFA COMPANY	\$421.80	1142	Posted to G/L	PR	<input type="checkbox"/>
01/27/2025	AFA COMPANY	\$41.00	1142	Posted to G/L	PR	<input type="checkbox"/>
01/27/2025	AFA COMPANY	\$539.80	1142	Posted to G/L	PR	<input type="checkbox"/>
01/27/2025	AFA COMPANY	\$567.93	1142	Posted to G/L	PR	<input type="checkbox"/>
01/27/2025	AFA COMPANY	\$146.12	1142	Posted to G/L	PR	<input type="checkbox"/>
01/27/2025	AFA COMPANY	\$238.70	1142	Posted to G/L	PR	<input type="checkbox"/>
01/27/2025	AMERICAN FIDELITY ASSURANCE CO - TSA'S	\$2,146.67	1143	Posted to G/L	PR	<input type="checkbox"/>

Eddyville Charter School, Inc.

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Non-Check Batch Listing

Fiscal Year: 2024-2025

Criteria:

Bank Account: OR State CU - Checking 618680-8000

From Date: 01/01/2025

To Date: 01/31/2025

From Voucher:

To Voucher:

01/27/2025	FLEX ACCOUNT ADMINISTRATION	\$80.00	1144	Posted to G/L PR	<input type="checkbox"/>
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Total for Fund:	67	Total Amount:	<u>\$229,119.10</u>
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Total Amount:	<u>\$229,119.10</u>
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End of Report

Eddyville Charter School, Inc.

Reprint Check Listing

Fiscal Year: 2024-2025

Criteria:

Bank Account: OR State CU - Student Body Checking  
618680-8001

From Date: 01/01/2025

To Date: 01/31/2025

From Check:

To Check:

From Voucher:

To Voucher:

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
451	01/08/2025	AMAZON.COM	\$691.78	1126	Printed	Expense	<input checked="" type="checkbox"/>	01/31/2025	
452	01/08/2025	D and M Saw & Mfg Inc.	\$58.50	1126	Printed	Expense	<input checked="" type="checkbox"/>	01/31/2025	
453	01/08/2025	Elk City Coffee Company	\$119.85	1126	Printed	Expense	<input checked="" type="checkbox"/>	01/31/2025	
454	01/08/2025	IDEA PRINTWORKS	\$1,295.00	1126	Printed	Expense	<input checked="" type="checkbox"/>	01/31/2025	
455	01/29/2025	Alea Bay Power Products	\$40.97	1147	Printed	Expense	<input type="checkbox"/>		
456	01/29/2025	AMAZON.COM	\$95.04	1147	Printed	Expense	<input type="checkbox"/>		
457	01/29/2025	D and M Saw & Mfg Inc.	\$66.50	1147	Printed	Expense	<input type="checkbox"/>		
458	01/29/2025	Spring Valley Dairy	\$36.57	1147	Printed	Expense	<input type="checkbox"/>		

Total Amount: \$2,404.21

End of Report

Eddyville Charter School, Inc.

Non-Check Batch Listing

Fiscal Year: 2024-2025

Criteria:

Bank Account: OR State CU - Student Body Checking  
618680-8001

From Date: 01/01/2025

To Date: 01/31/2025

From Voucher:

To Voucher:

Account: 618680-8001

01/10/2025	BANK CARD CENTER	\$80.87	1133	Posted to G/L AP	<input type="checkbox"/>
01/10/2025	WAL-MART	\$194.93	1133	Posted to G/L AP	<input type="checkbox"/>
01/10/2025	BANK CARD CENTER	\$3,877.17	1133	Posted to G/L AP	<input type="checkbox"/>
01/10/2025	WAL-MART	\$10.96	1134	Posted to G/L AP	<input type="checkbox"/>
01/10/2025	BANK CARD CENTER	\$47.93	1134	Posted to G/L AP	<input type="checkbox"/>
01/10/2025	WAL-MART	\$67.19	1134	Posted to G/L AP	<input type="checkbox"/>
01/10/2025	BANK CARD CENTER	\$82.51	1134	Posted to G/L AP	<input type="checkbox"/>
01/10/2025	US Foods/Chef's Store	\$163.13	1134	Posted to G/L AP	<input type="checkbox"/>
01/10/2025	FRED MEYER INC.	\$115.33	1134	Posted to G/L AP	<input type="checkbox"/>
01/10/2025	WAL-MART	\$300.04	1134	Posted to G/L AP	<input type="checkbox"/>
01/10/2025	US Foods/Chef's Store	\$185.70	1134	Posted to G/L AP	<input type="checkbox"/>
01/10/2025	Willamette Saw Services INC	\$29.50	1135	Posted to G/L AP	<input type="checkbox"/>
01/10/2025	BANK CARD CENTER	\$62.05	1135	Posted to G/L AP	<input type="checkbox"/>
01/10/2025	BANK CARD CENTER	\$161.95	1135	Posted to G/L AP	<input type="checkbox"/>
01/10/2025	DAIRY QUEEN	\$60.00	1135	Posted to G/L AP	<input type="checkbox"/>
01/10/2025	McMenamins Corvallis	\$300.25	1135	Posted to G/L AP	<input type="checkbox"/>
01/10/2025	BANK CARD CENTER	\$115.31	1135	Posted to G/L AP	<input type="checkbox"/>

Eddyville Charter School, Inc.

Non-Check Batch Listing

Fiscal Year: 2024-2025

Criteria:

Bank Account: OR State CU - Student Body Checking  
618680-8001

From Date: 01/01/2025

To Date: 01/31/2025

From Voucher:

To Voucher:

01/10/2025	AMAZON.COM	\$49.99	1135	Posted to G/L AP	<input type="checkbox"/>
01/10/2025	AMAZON.COM	\$23.28	1135	Posted to G/L AP	<input type="checkbox"/>
01/10/2025	AMAZON.COM	\$41.94	1135	Posted to G/L AP	<input type="checkbox"/>
01/10/2025	AMAZON.COM	\$19.99	1135	Posted to G/L AP	<input type="checkbox"/>
01/10/2025	Market of Choice	\$147.45	1135	Posted to G/L AP	<input type="checkbox"/>
01/10/2025	HIGHLAND BOWL	\$74.50	1135	Posted to G/L AP	<input type="checkbox"/>
01/10/2025	BANK CARD CENTER	\$51.06	1135	Posted to G/L AP	<input type="checkbox"/>
01/10/2025	GROCERY OUTLET BARGAIN MARKET	\$50.10	1135	Posted to G/L AP	<input type="checkbox"/>

Total for Fund:

25

Total Amount:

\$6,313.13

Total Amount:

\$6,313.13

End of Report

Eddyville Charter School, Inc.

Student Activities Summary Report

Fiscal Year: 2024-2025

From: 7/1/2024

To: 1/31/2025

Print Detail

Page Break by Activity

Exclude Encumbrances

Reverse Signs

Subtotal By Journal

	Range Beg. Balance	Range Revenue	Range Expenditures	Balance	Encumbrances	Available Balance
701 Elementary Fundraiser	.00	.00	.00	.00	.00	.00
703 Classroom Supplies	1,475.00	650.00	.00	2,125.00	.00	2,125.00
704 Locker Fee	1,603.73	120.00	.00	1,723.73	.00	1,723.73
716 MS/HS Field Trip (6-12)	549.85	.00	.00	549.85	.00	549.85
719 Activities Bus	145.00	.00	.00	145.00	.00	145.00
720 Elem Athletics Supplies	2,090.90	200.00	.00	2,290.90	.00	2,290.90
721 Boys BB	597.07	200.00	(270.00)	527.07	.00	527.07
722 Girls BB	361.51	3,046.15	(1,289.78)	2,117.88	(1,631.79)	486.09
723 CX	434.00	.00	.00	434.00	.00	434.00
724 VB	5,595.36	2,354.00	(1,930.60)	6,018.76	(585.00)	5,433.76
725 Track	232.86	.00	.00	232.86	.00	232.86
727 Cheer	447.40	2,717.55	(2,284.19)	880.76	.00	880.76
728 Gate Receipts	.00	11,567.00	(2,759.00)	8,808.00	.00	8,808.00
729 Pay to Play	240.00	3,605.00	.00	3,845.00	.00	3,845.00
730 Football	221.50	1,080.00	.00	1,301.50	.00	1,301.50
731 MS/HS Athletic Supplies	12,942.66	2,110.48	(7,998.18)	7,054.96	(805.75)	6,249.21
732 Baseball	244.45	.00	.00	244.45	.00	244.45
733 Softball	244.45	.00	.00	244.45	.00	244.45
735 MS Basketball	1,834.47	.00	.00	1,834.47	.00	1,834.47
740 Scoreboard Advertising	.00	1,276.09	.00	1,276.09	.00	1,276.09
742 Uniform Fees	450.00	.00	.00	450.00	.00	450.00
748 PE Locker/Towel Fee 6-12	50.00	.00	.00	50.00	.00	50.00
749 Technology Fee	1,436.49	920.00	.00	2,356.49	.00	2,356.49

Eddyville Charter School, Inc.

Student Activities Summary Report

Fiscal Year: 2024-2025

From: 7/1/2024

To: 1/31/2025

Print Detail

Page Break by Activity

Exclude Encumbrances

Reverse Signs

Subtotal By Journal

	Range Beg. Balance	Range Revenue	Range Expenditures	Balance	Encumbrances	Available Balance
750 Art	134.05	.00	.00	134.05	.00	134.05
751 Drumming/Native Studies	1,299.66	.00	(803.79)	495.87	.00	495.87
752 Hobby Hour	128.47	.00	.00	128.47	.00	128.47
753 Career Technical Ed	4,748.14	1,000.00	(1,770.13)	3,978.01	(148.00)	3,830.01
754 Yearbook/Annual	(1,132.03)	455.00	(980.05)	(1,657.08)	.00	(1,657.08)
755 Concessions	1,151.59	4,992.80	(1,556.97)	4,587.42	(1,171.96)	3,415.46
756 Foods	760.69	275.00	.00	1,035.69	.00	1,035.69
757 Horticulture	3,817.14	320.00	.00	4,137.14	.00	4,137.14
760 PAADA/OHANA	2,731.80	.00	.00	2,731.80	.00	2,731.80
761 Student Incentives	5,633.19	114.03	(1,967.92)	3,779.30	(90.06)	3,689.24
762 Technology	.00	.00	.00	.00	.00	.00
763 BLM	931.74	.00	.00	931.74	.00	931.74
764 Drama	391.00	.00	.00	391.00	.00	391.00
765 Leadership	961.48	2,765.48	(913.03)	2,813.93	.00	2,813.93
766 EMR	70.00	.00	.00	70.00	.00	70.00
767 Photography	.00	.00	.00	.00	.00	.00
778 Sixth/Seventh/Eighth Grade	133.74	.00	.00	133.74	.00	133.74
779 Elementary General	4,410.76	.00	(26.97)	4,383.79	.00	4,383.79
780 Kindergarten	298.11	.00	.00	298.11	.00	298.11
781 First Grade	745.38	.00	.00	745.38	.00	745.38
782 Second Grade	949.93	.00	(75.48)	874.45	.00	874.45
783 Third Grade	275.92	.00	.00	275.92	.00	275.92
784 Fourth Grade	4,061.40	.00	.00	4,061.40	(55.98)	4,005.42

Eddyville Charter School, Inc.

Student Activities Summary Report

Fiscal Year: 2024-2025

From: 7/1/2024

To: 1/31/2025

Print Detail

Page Break by Activity

Exclude Encumbrances

Reverse Signs

Subtotal By Journal

	Range Beg. Balance	Range Revenue	Range Expenditures	Balance	Encumbrances	Available Balance
785 Fifth Grade	28.44	.00	.00	28.44	.00	28.44
786 Sixth Grade	.00	.00	.00	.00	.00	.00
787 Class of 2022	.00	.00	.00	.00	.00	.00
788 Class of 2021	.00	.00	.00	.00	.00	.00
789 Class of 2033	.00	.00	.00	.00	.00	.00
790 Class of 2032	.00	.00	.00	.00	.00	.00
791 Calss of 2031	.00	.00	.00	.00	.00	.00
792 Class of 2030	.00	.00	.00	.00	.00	.00
793 Class of 2029	52.34	455.80	.00	508.14	.00	508.14
797 Textbook Fees	75.00	.00	.00	75.00	.00	75.00
799 Over/Short	.00	.00	.00	.00	.00	.00
800 Class of 2023	.00	.00	.00	.00	.00	.00
801 Class of 2024	216.26	.00	.00	216.26	.00	216.26
802 Class of 2025	4,718.66	669.12	.00	5,387.78	.00	5,387.78
803 Class of 2026	2,150.14	3,417.09	.00	5,567.23	(900.00)	4,667.23
804 Class of 2027	1,138.98	611.75	.00	1,750.73	.00	1,750.73
805 Class of 2028	361.93	.00	.00	361.93	.00	361.93
850 Coffee Shop	4,848.35	6,108.03	(2,875.75)	8,080.63	(1,442.07)	6,638.56
GRAND TOTALS	77,288.96	51,030.37	(27,501.84)	100,817.49	(6,830.61)	93,986.88

End of Report



Doug Byers <doug.byers@lblead.k12.or.us>

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## Eddyville Jan 25 SSF & Dec 24 Transportation

1 message

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**Christensen, Larissa** <larissa.christensen@lincoln.k12.or.us>  
To: Doug Byers <doug.byers@lblead.k12.or.us>

Wed, Jan 15, 2025 at 2:41 PM

Hi Doug,

The January 2025 deposit information for the Eddyville Charter School is the following:

K-8: \$154,775.00  
9-12: \$102,499.00

Transportation & Fuel Fees for December: (\$20,861.18)

This will be deposited into your account on Friday, January 17th, 2025.

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Thanks!

Larissa Christensen  
Accounts Payable Specialist  
Lincoln County School District  
PO Box 1110  
Newport, OR 97365  
541-265-4413

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 **Eddyville Jan 25 SSF + Dec Trans.pdf**  
511K



# LINCOLN COUNTY SCHOOL DISTRICT

Dr. Karen Gray  
Superintendent

District Office  
PO Box 1110, Newport, OR 97365  
T 541-265-9211 | F 541-574-0511

Teaching & Learning Center  
1212 NE Fogarty Street, Newport, OR 97365  
T 541-265-9211 | F 541-265-3059  
www.lincoln.k12.or.us

## ADJUSTMENT MEMO REDUCTION TO SSF PAYMENT



Due From: Eddyville Charter School  
P.O. Box 68  
Eddyville, OR 97343

Date: 11/7/25

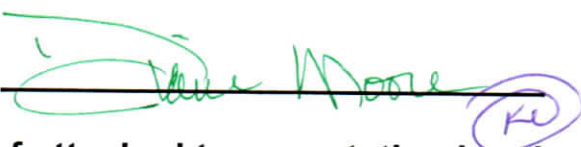
Transportation Billing - Dec 2024

Account #: 100.0000.1943.117.000

Check Memo: Transportation Fees - 18,165.68  
Fuel Expense - 2,695.50

Total Amount Withheld: (20,861.18)

Explanation: To reduce the State School Fund payment to the Eddyville Charter School by the amount of transportation fees and fuel paid for the Eddyville Charter School to the First Student Bus Company. Please see the attached invoice for reference.

Accounting Approval:  Date: 11/7/25

Please include a copy of attached transportation invoice with SSF check to Eddyville Charter School.



Moore, Diane <diane.moore@lincoln.k12.or.us>

# First Student Invoices & Billing Details for December 2024

1 message

Van Riper, Darleen A <Darleen.VanRiper@firststudentinc.com> Tue, Dec 31, 2024 at 4:39 PM  
To: Diane Moore <diane.moore@lincoln.k12.or.us>, "Cusick, Kim" <kim.cusick@lincoln.k12.or.us>  
Cc: "Belloni, Rich" <rich.belloni@lincoln.k12.or.us>, "Miller, Mona I" <Mona.Miller@firststudentinc.com>

Good afternoon,

Attached are the details and invoice for December 2024. Also, find the mileages for Eddyville and Siletz below.

ECS	Miles	Avg Fuel Price/Mile	\$Amount
Dec-24	5990	\$ 0.45	\$ 2,695.50

SVS	Miles	Avg Fuel Price/Mile	\$ Amount
Dec-24	1459	\$ 0.45	\$ 656.55

Please note that there are additional details for Siletz, as they have used one of our Pay-by-Mile Type 20s.

Let me know if you have any questions and Happy New Year!

Respectfully,

*Darleen Van Riper*



**DARLEEN VAN RIPER**

Location Manager | First Student, Inc. | #12719  
Office: 541.336.5101 (Toledo) | 541.996.2097 (Lincoln City)  
353 NE Burgess Rd, Toledo, OR 97391  
firststudentinc.com

Focus on Safety | Care for Our Students | Foster Teamwork  
Set the Highest Standards | Surpass Customer Expectations

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9 attachments



**FIRST STUDENT, INC.**

Lincoln County 12719  
353 NE Burgess Rd  
Toledo, OR 97391

Phone: 541-336-5101  
Fax:

**INVOICE #**

12019353

Invoice Date

12/31/2024

Terms

Net 30 Days

Customer Number

1745737

Purchase Order #

**Customer Information**

Name Lincoln County School District  
Address 1212 NE Fogerty St  
Newport, OR 97365-0000

Service Description	Location	Account	Amount
HTS December 2024	12719	41120	\$15,892.15
Trips & Activities December 2024	12719	41210	\$1,512.48
Type 20 Vehicle Monthly Charge	12719	41210	\$761.05

**Comments**

Eddyville December 2024

Invoice Sub-Total	18,165.68
TAX EXEMPT	
Sales Tax	0.00
Total	18,165.68
Deposits	0.00
Balance Due	18,165.68

Please detach bottom portion to be returned with remittance

Location Number	12719
Customer Number	1745737
Invoice Number	12019353
Invoice Total	18,165.68

**Remit to:**

FIRST STUDENT, INC.  
22157 Network Place  
Chicago, IL 60673-1221  
USA

00000127190001745737001201935300018165688



## **SUPERINTENDENT REPORT: FEBRUARY 19, 2025**

### **Student Growth and Success**

Enrollment numbers at ECS as of 02/10/25: **200**

KG - 10	6th - 15
1st - 17	7th - 21
2nd - 13	8th - 14
3rd - 19	9th - 11
4th - 17	10th - 15
5th - 20	11th - 17
	12th - 11

The month of January saw us return from our Holiday break with a constant flow of sports, academics, and school business in general. On January 21, we had the great fortune to host the LCSD Superintendent, Dr. Majalise Tolan, and ECS Board Member Bruce Tompkins, for an extended tour of all levels of Eddyville Charter School. It was a great time visiting a bunch of our classrooms and talking with students and staff. ECS continues to have much to be proud of!

January also saw us have the opportunity to resume SLP (Speech-Language Pathologist) services, which are part of what LCSD provides contractually to ECS. Just after Thanksgiving, our previous SLP resigned and it left us with a short-term lapse in services for some of our students. So it was with great excitement that our new SLP, Brittany Burke, began to meet with our students on a weekly basis. We are thankful to have Brittany and we welcome her aboard!

The last Thursday of January saw us once again get to celebrate our amazing students and staff. Once again, we have an impressive list of deserving winners:

#### **Character Trait Award Winners for January: Perseverance**

Kindergarten - Fynnley Lynch	1st grade - Emma Rariden
2nd grade - Brklyn Hallmark	3rd grade - Cooper Adkins
4th grade - Ava Johnson	5th grade - Michael Knapp

#### **Primary (K-2) Student of the Month for January**

Remington Creech - 1st grade

#### **Intermediate Student of the Month for January**

Lane Aleckson - 4th grade

#### **Golden Shoe Award for January**

4th grade

#### **Elementary Staff Member of the Month for January**

Pat McKnight

## **Community**

At the top of my agenda is to do all that I can to keep our students and staff safe throughout these ongoing and unpredictable weather conditions. While we had a pretty tough week from February 3 - 6, I feel very confident that we handled the challenge in a correct manner. As I have stated time and again, I will NOT take any unnecessary risks that could potentially put any of our students, staff, or community in harm's way.

That said, it has still been COLD here in Eddyville. A quick shout-out once again to Mr. Michael Ulstad and his Coffee Shop crew for bringing many warm cups of coffee and cocoa to so many, especially in those chilly mornings. Keep up the great work!

*ECS Secondary Admin.  
Board Report*



**College/Career Visits for Juniors and Seniors**

Jon Zagel from the Lincoln County Foundation will be coming out to meet with Lisa and the seniors in regard to scholarships that are available to Lincoln County students.

**Senior Parent Meeting**

Wednesday, February 26th at 6:00 P.M. in Lisa Lackey's room.

**Staff of the Month - January**

Elementary - Patrick McKnight

Classified/Support - Danny Wheeler

Secondary - Yvonne Castillo

**Student of the Month - January**

MS Girl - Annie Duncan-Greenawald

MS Boy - Halo Loper

HS Girl - Savannah McLain

HS Boy - Leo Poli-Covington

**"Souper Bowl" Food Drive - Benefiting Toledo Food Share Pantry**

We held a school-wide food drive and the results were amazing! We brought in close to 1,300 non-perishable food items that were delivered to the Toledo Food Share Pantry. We made it a competition between classes and the winning classes will get ice cream sundaes. For elementary, our 2nd and 3rd grade classes tied for 1st. 7th grade won for our middle school and the sophomore class, led by Mrs. Austin came in 1st for high school.

**ECS Leadership Candy Grams Fundraiser**

The Leadership class sold Valentine's Candy Grams as a fundraiser and I will have a total profit figured out on Monday. The money from the candy grams will go back into the student body account to be used for student activities.

**MS Dance**

Our middle school "Neon Glow" dance has been moved to Thursday, February 27th.

### **HS Sadie Hawkins Dance**

Tentatively scheduled for Saturday, March 1st. There's a possibility of a state play-off game that day, so we'll know more in the next few weeks.

### **Staff Professional Development**

We have rescheduled our staff professional development day for Friday, February 21st. We will be doing Trauma-Informed Training from 8:30-10:30, followed by Synergy training with Andrea Musick from 10:30-12:30. The afternoon will be planning time for staff.

### **Behavioral Referrals 6th-12th**

(11) Minor Referrals - Communication home by teachers

(3) Major Referral - Suspensions

### **Upcoming Events**

2/27 - Character Trait/Student of the Month Awards Assembly

2/27 - Neon Glow Dance (middle school)

3/1 - Sadie Hawkins Dance (high school)

3/4 - 6th-8th grades attend performance at Newport Performing Arts Center

3/13 - CPR/First Aid training for staff



*ECS Athletics*  
*Board Report*



Winter Sports Schedules

HS Boys Basketball - OSAA.org

HS Girls Basketball - OSAA.org

Elementary Basketball - Newport Rec website

Winter Sports

We're nearing the end of our winter season and with that comes play-offs. Our boys are currently sitting in 1st place and have secured the Mountain West League Championship. We have a make-up game on Saturday, February 15th at Mohawk and win or lose the boys will secure the number one spot going into league play-offs. The girls will finish in the 3rd or 4th spot and will advance to the MWL play-offs on Saturday, February 22nd. We'll know more after the 22nd as to whether or not our teams will be advancing to the first round of state.

Senior Night

On February 6th we honored our four senior athletes at our home basketball game vs. Crow: Makayla Rice, Shaylene Borton, Riley Mekemson and Parker Crowe. We appreciate our seniors and all they've done here at ECS.

Baseball/Softball Field

Kevin Rariden and Darcy Mulberry have been working together to help ensure the playability of our field for both baseball and softball. Kevin and I met with an umpire from our association to look at the field and get some advice on what's still needed. Keet Daly gave some great feedback and insight and was impressed with the work that's been done and very excited for ECS to begin having home games. Fencing went up last week by the dugouts and piece by piece the field and dugouts are coming together. We had an infield cover donated and delivered by Denny and Valerie Jackson from Dallas, so we're hoping to be able to keep as much water off the infield as possible. Thank you again, Kevin and crew for the amazing work that's been done and continues to be done. There's a lot of excitement surrounding this field and the kids and community are looking forward to being able to host home games this year.

ECS Athletics Dinner and Auction

Our 3rd annual dinner and auction is scheduled for Saturday, March 15th. Dinner tickets are \$25/ticket for a BBQ meal (tri-tip, brisket, cheesy potatoes, green beans, roll, green salad, fruit salad) or \$200/table (seats 8). Items are currently being collected and tickets are being sold. In the past we've consistently raised \$20,000 for our athletic programs (k-12) and we're hoping to increase this total this year. Our auctioneer, Dale Aerni will be returning and we're looking forward to a wonderful evening supporting ECS athletics!

### Spring Sports

Spring sports begin on March 3rd. We will be offering MS Track and Field, HS Track and Field, HS Baseball and HS Softball. Our elementary and middle school baseball and softball will continue to participate through the S.E.T. program.

### Looking Ahead

2/22 - High School District Tournament @ Junction City High School - Boys will be playing in the championship game at 3:00 P.M. and the girls are potentially playing in the 9:00 A.M. game.

3/3 - First day of spring practices

3/15 - Athletics Dinner and Auction

3/17 - First contest date for spring sports





Board/Tech Report | Facilities  
Jen/2025

Facilities Happenings this past month:

- Bids on summer projects: Breezeway fencing, security systems for the front, HS hall floor and more.
- Plumbing in girls HS bathroom
- Ramp door fob access
- General maintenance of school building.
- Taking bids on electrical work to add a generator to the school (Still)
- Working on a new phone and bell system for the school.

Tech

- Wifi passwords were compromised. Had to reset and reconnected each device in the school.
- Phone system backup completed

Security

Jan 30th school had a code yellow.

Danny Wheeler / Facilities Director / Systems Administrator

# Eddyville Charter School Policy

Code: GBNAA/JHFF

Adopted:

## Suspected Sexual Conduct with Students and Reporting Requirements

Sexual conduct by public charter school employees, contractors<sup>1</sup>, agents<sup>2</sup>, and volunteers<sup>3</sup> is prohibited and will not be tolerated. All public charter school employees, contractors, agents, volunteers, and students<sup>4</sup> are subject to this policy.

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

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

The public charter school will post in the school building [and on the school website] the names and contact information of the employees designated for the respective school building to receive reports of suspected sexual conduct and the procedures the designee will follow upon receipt of the report.

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

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

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

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

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

Any public charter school employee, contractor, agent or volunteer who has reasonable cause to believe that a student has been subjected to sexual conduct by another public charter school employee, contractor, agent or volunteer, or that another public charter school employee, contractor, agent or volunteer has engaged in sexual conduct with a student shall immediately report such suspected sexual conduct to the Superintendent or the Principal in the event the designated administrator is the alleged perpetrator, for their school building. If the conduct also constitutes child abuse, the employee must make mandatory reports in accordance with Board policy GBNAB/JHFE – Suspected Abuse of a Child Reporting Requirements.

A report of suspected sexual conduct about the Superintendent will be reported to the Secondary Principal or Vice Principal who shall also report same to the Board chair.

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

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

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

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

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

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

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

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

1. A description of conduct that may constitute sexual conduct;

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

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

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

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

END OF POLICY

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**Legal Reference(s):**

[ORS 338.115](#)

[ORS 338.135\(7\)\(a\)](#)

[ORS 339.370 - 339.400](#)

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

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

House Bill 4160 (2024).

# Eddyville Charter School Policy

Code: JHFF/GBNAA  
Adopted:

## Suspected Sexual Conduct with Students and Reporting Requirements

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

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

The public charter school will post in the school building and on the school website, the names and contact information of the employees designated for the respective school building to receive reports of suspected sexual conduct and the procedures the designee will follow upon receipt of the report.

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A report of suspected sexual conduct about the superintendent will be reported to the secondary principal who shall also report same to the Board chair.

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

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

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

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

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

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

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

END OF POLICY

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**Legal Reference(s):**

[ORS 338.115](#)

[ORS 338.135\(7\)\(a\)](#)

[ORS 339.370 - 339.400](#)

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

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

House Bill 4160 (2024).

# Eddyville Charter School Policy

Code: KL-AR

Revised/Reviewed:

## Public Complaint Procedure

A parent or guardian of a student attending the public charter school, a staff member, a student, or patron of the public charter school who wishes to express a concern should discuss the matter with the public charter school employee involved. If the concern remains unresolved, a complaint may be filed.

An individual or organization that alleges the public charter school is violating or has violated provisions of restraint or seclusion in Oregon Revised Statute (ORS) 339.285 - 339.303 or Oregon Administrative Rule (OAR) 581-021-0550 - 581-021-0570 (Restraint or Seclusion) is encouraged to initiate Step One of this complaint procedure and file a complaint with the administrator.

### The Superintendent/Principal: Step One:

A complainant may file a complaint with the Superintendent clearly stating the nature of the complaint and a suggested remedy. A form is available, but is not required.

The superintendent shall investigate the complaint, confer with the complainant and the parties involved, prepare a report of the findings and conclusion, and provide a report in writing or in an electronic form to the complainant within five working days of receipt of the complaint.

### The Board: Step Two

If the complainant is dissatisfied with the superintendent's findings and conclusion, the complainant may appeal the decision to the Board within five working days of receiving the superintendent's decision. The Board will review the findings and conclusion of the superintendent in a public meeting to determine what action is appropriate. The Board may use executive session if the subject matter qualifies under Oregon law. Appropriate action may include, but is not limited to, holding a hearing, requesting additional information, and adopting the superintendent's decision as the public charter school board's decision. All parties involved may be asked to attend such hearing for the purposes of making further explanations and clarifying the issues.

The complainant shall be informed of the Board's decision within 30 days from the receipt of the appeal to the Board. The Board's decision will address each allegation in the complaint and contain reasons for the Board's decision. The Board's decision will be final.

If the Board chooses not to hear the complaint the superintendent's decision is final.

The complaint procedure will not be longer than 90 days from the filing date of the original complaint with the superintendent. The timelines may be extended upon written agreement between the public charter school and the complainant.

Complaints against the superintendent should be filed with the Board chair on behalf of the Board. The director will attempt to resolve the complaint. If the complaint remains unresolved after 10 working days of receipt by the board chair, the complainant may request to place the complaint on the Board agenda at

the next regularly scheduled or special Board meeting. The Board chair shall present the complaint to the Board in a Board meeting. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. The Board may use executive session if the subject matter qualifies under Oregon law. The Board shall decide, within 20 days, in open session what action, if any, is warranted. The written final decision of the Board regarding the complaint shall be issued by the Board within 30 days of receipt of the complaint by the Board.

Complaints against the Board as a whole or against an individual Board member should be referred to the Board chair on behalf of the Board. The Board chair shall present the complaint to the Board in a Board meeting. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. The Board shall decide in open session what action if any, is warranted. The written final decision of the Board regarding the complaint shall be issued by the Board within 30 days of receipt of the complaint.

Complaints against the Board chair should be referred directly to the Board vice chair on behalf of the Board. The Board vice chair shall present the complaint to the Board in a Board meeting. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete the results will be presented to the Board. The Board shall decide in open session what action, if any, is warranted. The written decision of the Board regarding the complaint shall be issued by the Board within 30 days of receipt of the complaint.

The timelines may be extended upon written agreement between the public charter school and the complainant.

### **Appeal Process**

A final decision reached by the public charter school board for a complaint that alleges a violation of ORS 339.285 - 339.303 or OAR 581-021-0550 - OAR 581-021-0570 (Restraint or Seclusion), ORS 659.852 (Retaliation), or applicable OAR Chapter 581, Division 22 (Division 22 Standards), is recognized as the final decision regarding this complaint<sup>1</sup> by the Board of Lincoln County School District. A final decision may be appealed to the Oregon Department of Education under OAR 581-002-0003 - 581-002-0005.

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<sup>1</sup> The public charter school board is given this authority by the school's sponsor, LCSD, as established by the charter agreement, a resolution of the LCSD board.

**Eddyville Charter School**

**COMPLAINT FORM**

To:  Employee\*  [Administrator] [Director]\*  Board chair  Board vice chair

\* Form available but is not required.

Person Making Complaint \_\_\_\_\_

Phone Number \_\_\_\_\_ Email \_\_\_\_\_

Nature of Complaint \_\_\_\_\_

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

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

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

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

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

Signature of Complainant: \_\_\_\_\_ Date: \_\_\_\_\_

.....

**Office Use**

Disposition of Complaint: \_\_\_\_\_

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

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

cc: School Office

f



Eddyville Charter School  
 Board of Directors  
 P.O. Box 68  
 Eddyville, OR 97343  
 Phone: 541.875.2942  
 Fax: 541.875.4050

**January 15, 2025  
 Regular Session 6pm  
 MINUTES**

Agenda Item	Purpose	Presenter
<b>1) Called to Order: Regular Session at 6:00pm by Chair, Jenny Demaris</b> a) Oregon Law Senate Bill 1502- all meetings are to be recorded and posted to the website within seven days of the meeting.	Informational	Chair
<b>2) Called to Order: Executive Session at 6:01pm by Chair, Jenny Demaris</b> a) ORS 192.660(2)(i): Superintendent Evaluation b) Executive Session adjourned at 6:59 pm by Jenny Demaris c) Regular Session called back to order at 7:02 pm by Jenny Demaris	Discussion	Chair
<b>3) Agenda Adjustments</b> a) Delete consent agenda item d(i-v) per new OSBA recommendations i) An email regarding Recommendations from OSBA was provided to the board members stating that the law governing these policy update recommendations did not pass and the updates are no longer advised at this time. b) Resend consent agenda item f) and move to action item b) for discussion and clarification c) Add action item c) Add additional signers to Bank of Montreal for credit card services for ECS. d) Add action item d) Posting and advertising superintendent vacancy e) Tony Pettis moved to approve the consent agenda adjustments, Abe Silvonen seconded. All voting members voted unanimously in favor of the motion.	Informational	Group
<b>4) Financial Report</b> a) November Financial Report b) December Financial Report c) Proposed Budget Calendar 25-26 i) May 21: presentation of the budget, the budget will be voted accepted or not. If accepted, no May 28 meeting will take place ii) June meeting will be the full approval of the accepted budget	Informational	Doug Byers
<b>5) Administrative Reports</b>	Informational	

Agenda Item	Purpose	Presenter
<ul style="list-style-type: none"> <li>a) Superintendent &amp; Elementary Principal               <ul style="list-style-type: none"> <li>i) Highlighted Report</li> </ul> </li> <li>b) MS/HS Principal               <ul style="list-style-type: none"> <li>i) Highlighted Report</li> </ul> </li> <li>c) Athletic Director               <ul style="list-style-type: none"> <li>i) Highlighted Report</li> </ul> </li> <li>d) Facilities/Technology/Safety               <ul style="list-style-type: none"> <li>i) Highlighted Report</li> </ul> </li> <li>e) Board Annual Goals/Action Plan</li> </ul>		Eric Clendenin Karla Pearson Karla Pearson Danny Wheeler Chair & Vice Chair
<p><b>6) New Business</b></p> <ul style="list-style-type: none"> <li>a) OSBA Recommended Policy Updates: First Readings               <ul style="list-style-type: none"> <li>i) OSBA Family Leave Summary</li> <li>ii) GCBDA/GDBDA: Family Leave</li> <li>iii) GCBDA/GDBDA-AR: Family Leave</li> <li>iv) GCBDC/GDBDC: Request for Domestic Violence, Harassment, Sexual Assault, Bias or Stalking Leave</li> <li>v) GCBDC/GDBDC-AR: Request for Domestic Violence, Harassment, Sexual Assault, Bias or Stalking Leave</li> <li>vi) GCBDD/GDBDD: Sick Time</li> <li>vii) GCBDF/GDBDF-AR: PFMLI</li> <li>viii) IL: Assessment Program</li> <li>ix) JCHD- Medications</li> <li>x) JCHD-AR: Medications</li> <li>xi) Delete: JHCD/JHCDA, JHCD/JHCDA-AR</li> </ul> </li> <li>b) Date for Board Training: Work session scheduled February 19, 2025 at 5:00pm for General Board Governance training</li> <li>c) OSBA Recording Requirements: Senate Bill 1502               <ul style="list-style-type: none"> <li>i) Meeting recordings will be posted to the school website School Board page within seven (7) days of the meeting</li> </ul> </li> </ul>	Discussion	Chair & Vice Chair
<p><b>7) Interested Party Comments (NONE)</b></p> <p><i>During this time, interested parties present may present or speak to the board at the meeting for 3-5 minutes. Complaints made about personnel, students or board members are prohibited and will need to follow the proper complaint procedure. All interested parties must complete a request to speak form available at sign in. For complete comment procedure, see "Public Comment at Board Meetings" policy BDDH.</i></p>	Informational	Public/Staff /Students
<p><b>8) Action Items</b> (Review, discuss, vote individually)</p> <ul style="list-style-type: none"> <li>a) Motion from Executive Session ORS 192.660(2)(i)               <ul style="list-style-type: none"> <li>i) Lynnsey Johnson made a motion to instruct the Board Chair and Vice Chair to draft a letter to the Interim Superintendent regarding clarification of duties as noted in contract and discussed in</li> </ul> </li> </ul>	Decision	Chair

Agenda Item	Purpose	Presenter
<p>Executive session (ORS 192.660(2)(i)) of this regular meeting. Kevin Rariden seconded the motion. All voting members of the school board voted unanimously in favor of the motion.</p> <p>b) Add bank signees to Eddyville Charter bank accounts</p> <p>i) Lynnesy Johnson made a motion to add Karla Roth-Pearson, HS principal as an authorized signer to the ECS accounts and Brandy Thomson, Accounts Payable Clerk, authorized to access account services and communicate with banking customer service. Abe Silvonon seconded the motion. All voting members of the school board voted unanimously in favor of the motion.</p> <p>c) Add additional signers to Bank of Montreal for credit card services for ECS.</p> <p>i) Lynnesy Johnson made a motion to add Karla Roth-Pearson, HS principal as an authorized signer to the Bank of Montreal Credit Card Services and Brandy Thomson, Accounts Payable Clerk, and Doug Byers, ESD ECS Accounting as authorized to access account services. Bruce Thompson seconded the motion. All voting members of the school board voted unanimously in favor of the motion.</p> <p>d) Posting and advertising of the 25-26 Superintendent Vacancy</p> <p>i) Lynnesy Johnson made a motion to direct Human Resources staff, with assistance of Board Chair and Vice Chair, to hire COSA to support advertising of and initiating recruitment and hiring process of Superintendent, 3 year contract, and assist with reviewing job description. Charlie Russell seconded. All voting members of the school board voted unanimously in favor of the motion.</p>		
<p><b>9) Consent Agenda</b> (Approve as a single motion)</p> <p>a) Payment of the Bills</p> <p>b) Past Meeting Minutes</p> <p>c) Past Work session Minutes</p> <p><del>d) Policy Updates: Second Readings (unchanged, provided in previous packet to save space)</del></p> <p><del>i) AC: Nondiscrimination and Civil Rights</del></p> <p><del>ii) AC AR: Discrimination and Civil Rights Complaint Procedure</del></p> <p><del>iii) AC AR(2): Sex Discrimination Under Title IX</del></p> <p><del>iv) JBA/GBN: Sexual Harassment</del></p> <p><del>v) Delete (4) Previous Policies: GBN/JBA AR 1 and 2, JBA/GBN AR 1 and 2</del></p> <p>e) Proposed Budget Calendar 25-26</p> <p><del>f) Add Brandy Thomson as bank signee to Eddyville Charter bank accounts</del></p>	Decision	Chair

Agenda Item	Purpose	Presenter
g) Lynnesy motioned to approve the consent agenda, Tony Pettis seconded. All board members voted unanimously in favor of the motion.		
<b>10) Next Meeting</b> a) February 19, 2025 Work Session: Training at 5:00pm b) February 19, 2025 Regular Session 6:00pm	Informational	Chair
<b>11) Meeting adjourned by Jenny Demaris at 7:45pm</b>	Informational	Chair

ECS Board of Directors: [\[ECS Board of Directors\]](#)

Position #	Term Exp.	Name	Chair/Vice Chair Term	Meeting Status
8	07/01/2027	Jenny Demaris	Chair 24-25 School Year	P
1	07/01/2027	Lynnesy Johnson	Vice Chair 24-25 School Year	P
4	07/01/2026	Charlie Russell		P
5	07/01/2026	Tony Pettis		P
7	07/01/2027	Abe Silvonen		P
2	07/01/2027	Kevin Rariden		P
3	07/01/2026	Bruce Tompkins		P

AB: Absent from meeting

P: Present at Meeting

Z: Present on Zoom link

Administration Present at Meeting: Eric Clendenin, Doug Byers, Danny Wheeler, Karla Pearson

Minutes prepared by Board Clerk: Dani Ulstad

## Special Session

Monday, February 10, 2025 6:00 PM  
1 Eddyville School Road  
Eddyville, OR 97343

Attendance Taken at 6:01 PM.

Jenny Demaris: Present  
Lynnesy Johnson: Present  
Tony Pettis: Present  
Kevin Rariden: Present  
Charlie Russell: Present  
Abe Silvonen: Absent  
Bruce Thompson: Present

Attendance Update Taken at 6:15 PM.

Abe Silvonen: Present

1. <b>Call to Order</b>	Board Chair
Called to order at 6:00pm by Jenny Demaris.	
2. <b>Roll Call</b>	Board Chair
3. <b>Agenda Adjustments</b>	Board Chair
None	
4. <b>New Business/Discussion</b>	Board Chair, Board
4.a. <b>Review Draft Qualifications and Criteria for Superintendent/Principal Positions</b>	Board Chair, Board
-Prior to the meeting, Raeshelle Meyer of COSA and the board had a work session to review feedback from staff members about qualifications and characteristics they would like to see in their future Superintendent-Principal.	
-The staff and Raeshelle Meyer recommended to keep the position title to Superintendent-Principal.	
-The board discussed revising wording about proximity to the school expected by the Superintendent.	
-Raeshelle Meyer made a recommendation that the board start the hiring process immediately and close the deadline around Mid-March.	
4.b. <b>Salary Range and Contract Negotiation</b>	Board Chair, Board
Designee	
-The board discussed salary range in comparison to other similar districts from a contract analysis provided by COSA.	
-A recommendation was made by COSA to increase the salary range to 120,000 to 140,000 to compete with other districts in Oregon, cost of living, and inflation.	
4.c. <b>Discuss Job Posting(s)</b>	Board Chair, Board
COSA, in collaboration with the staff team,	

recommended that the title position remain "Principal/Superintendent."

5. **Interested Party Comments**

Public

None

6. **Action Items**

Board Chair

6.a. Salary Range for Superintendent Position Board Chair, Board

to be included in the 25-26 Budget

Motion to set the salary range for the

Superintendent-Elementary Principal

Position to 120,000 to 140,000. This

motion, made by Charlie Russell and

seconded by Kevin Rariden, Carried.

Jenny Demaris: *Yea*, Lynnesy Johnson: *Yea*,

Tony Pettis: *Yea*, Kevin Rariden: *Yea*,

Charlie Russell: *Yea*, Abe Silvonen: *Yea*,

Bruce Thompson: *Yea*

Yea: 7, Nay: 0

6.b. Superintendent Job Posting with Discussed Board Chair, Board  
Descriptions

Motion to approve COSA recommended job

description, qualifications, posting

timeline and salary range for

Superintendent-Elementary Principal

Position. This motion, made by Jenny

Demaris and seconded by Charlie Russell,

Carried.

Jenny Demaris: *Yea*, Lynnesy Johnson: *Yea*,

Tony Pettis: *Yea*, Kevin Rariden: *Yea*,

Charlie Russell: *Yea*, Abe Silvonen: *Yea*,

Bruce Thompson: *Yea*

Yea: 7, Nay: 0

6.c. Board Member Contract Negotiation Board Chair, Board  
Designee

Motion to appoint Chair, Jenny Demaris, and

Vice Chair, Lynnesy Johnson, as contract

negotiation designees on behalf of the

Board. This motion, made by Charlie Russell

and seconded by Bruce Thompson, Carried.

Jenny Demaris: *Yea*, Lynnesy Johnson: *Yea*,

Tony Pettis: *Yea*, Kevin Rariden: *Yea*,

Charlie Russell: *Yea*, Abe Silvonen: *Yea*,

Bruce Thompson: *Yea*

Yea: 7, Nay: 0

7. **Executive Session ORS 192.660 (2) (i)**

Board Chair

Called to order at 6:20pm by Jenny Demaris.

Adjourned at 6:44pm by Jenny Demaris

8. **Meeting Adjournment**

Board Chair

Adjourned at 6:47pm by Jenny Demaris.

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Board Secretary



## Work Session

Monday, February 10, 2025 5:30 PM  
1 Eddyville School Road  
Eddyville, OR 97343

Attendance Taken at 5:30 PM.

Jenny Demaris: Present  
Lynnesy Johnson: Present  
Tony Pettis: Present  
Kevin Rariden: Present  
Charlie Russell: Present  
Abe Silvonen: Absent  
Bruce Thompson: Present

1. <b>Call to Order</b>	Board Chair
Called to order by Jenny Demaris at 5:30pm. Raeshelle Meyer from COSA is also in attendance.	
2. <b>Work Session Discussion</b>	Board Chair, Board
2.a. Review COSA and Staff Recommendations for Admin Duties and Titles	Board Chair and Vice Chair
COSA representative Raeshelle Meyer collaborated with ECS staff members in a conversation about qualifications and characteristics they would like to see in their future superintendent. The group, with Ms. Meyer discussed sub qualifications needed under the following categories:	
<ul style="list-style-type: none"><li>• Instructional Leadership</li><li>• Operational Management</li><li>• Community Engagement</li><li>• Adaptability and Problem-solving</li><li>• Visionary Leadership</li></ul>	
Discussed the possibility of adding a stipulation about proximity to the school in the job description.	
Discussing the possible leadership structures for the school, the consensus of the staff/COSA group was to keep the job description as Superintendent/Elementary Principal.	
Discussed possible salary range after looking at the contract analysis of similar school districts. The recommendation was to start at 120k based on other school districts, inflation and cost of living.	
Next steps: the board in the special meeting with make recommendations and approve a salary range, position and qualifications for the Superintendent-Principal. COSA will then work to post the position.	
3. <b>Adjourn Work Session</b>	Board Chair

The work session was adjourned at 5:59pm by  
Jenny Demaris.

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Board Secretary

# Eddyville Charter School Policy

Code: GCBDA/GDBDA  
Adopted: 02/19/2025

## Family Leave \*

When applicable, the public charter school will comply with the provisions of the Family and Medical Leave Act (FMLA), the Oregon Family Leave Act (OFLA), the Oregon Military Family Leave Act (OMFLA), Paid Family and Medical Leave Insurance (PFMLI) and other applicable provisions of state and federal law, Board policies and any employment contracts regarding family medical leave.

In order for an employee to be eligible for the benefits under FMLA, the employee must have been employed by the public charter school for at least 12 months, have worked at least 1,250 hours during the past 12-month period and worked at a worksite that employs 50 or more public charter school employees within 75 miles of the worksite.<sup>1</sup>

Generally, in order for an employee to be eligible for the benefits under OFLA, the employee must work an average of 25 hours or more per week during the 180 calendar days immediately prior to the first day of the start of the requested leave. Special requirements apply during public health emergencies.

OMFLA applies to employees who work an average of at least 20 hours per week; there is no minimum number of days worked when determining an employee's eligibility for OMFLA.

PFMLI is generally available to public charter school employees who have earned \$1,000 in subject wages or taxable income during the alternate or base years<sup>2</sup>, contributed to the PFMLI fund in the alternate or base years and are otherwise eligible.<sup>3</sup> PFMLI can be taken for family leave, medical leave or safe leave.<sup>4</sup>

Leave taken under OFLA is in addition to leave taken under PFMLI and cannot be taken concurrently; however, OFLA leave or PFMLI may run concurrently with other leave available under ORS 653.601 - 653.661 and other types of leave if provided by the public charter school.

The administrator will develop administrative regulations as necessary for the implementation of the provisions of both federal and state law.

END OF POLICY

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### Legal Reference(s):

[ORS 657B.010](#)

<sup>1</sup> While the public charter school is subject to FMLA, the public charter school does not have any eligible employees. Consequently, FMLA eligibility language has been omitted from this policy and the accompanying administrative regulation.

[ORS 659A.090](#)

[ORS 659A.093](#)

[ORS 659A.096](#)

<sup>2</sup> The wages are not required to have been earned for work in the public charter school.

[ORS 659A.099](#)

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

<sup>3</sup> See OAR 471-070-1010 for additional information.

[OAR 839-009-0210 - 0460](#)

<sup>4</sup> Time to effectuate the legal process for the placement of a child in foster care or a child being adopted qualifies for PFMLI starting January 1, 2025. Until then, leave is available through OFLA. (See SB 1515 (2024) Sections 4, 13, 21 and 25.)

Family and Medical Leave Act, 29 U.S.C. §§ 2601-2654; 5 U.S.C. §§ 6381-6387 (2018); Family and Medical Leave Act, 29 C.F.R. Part 825 (2023).  
Americans with Disabilities Act, 42 U.S.C. §§ 12101-12133 (2018); 29 C.F.R. Part 1630 (2023); 28 C.F.R. Part 35 (2023).  
Escriba v. Foster Poultry Farms, Inc. 743 F.3d 1236 (9<sup>th</sup> Cir. 2014).  
Senate Bill 1515 (2024).

# Eddyville Charter School Policy

Code: GCBDA/GDBDA-AR(1)

Revised/Reviewed: 02/19/2025

## Family Leave \*

### Employee Eligibility

FMLA benefits are available to employees who have been employed by the public charter school for at least 12 months, have worked at least 1,250 hours during the past 12-month period and work at a worksite that employs 50 public charter school employees within 75 miles of the worksite.<sup>1</sup>

Generally, in order for an employee to be eligible for the benefits under OFLA, the employee must work an average of 25 hours or more per week during the 180 calendar days<sup>2</sup> immediately prior to the first day of the start of the requested leave.<sup>3</sup>

An employee is eligible to take leave for any purposes of OFLA during a period of time covered by a public health emergency except:

1. An employee who has worked for the public charter school for fewer than 30 days immediately before the date on which the family leave would commence; or
2. An employee who has worked for the public charter school for an average of fewer than 25 hours per week in the 30 days immediately before the date on which the family leave would commence.

An employee of the public charter school is eligible to take leave for purposes of OFLA if the employee:

1. Separates from employment with the public charter school, irrespective of any reason:
  - a. Is eligible to take leave OFLA at the time the employee separates; and
  - b. Is reemployed by the public charter school within 180 days of separation from employment; or
2. Is eligible to take OFLA leave:
  - a. At the beginning of a temporary cessation of scheduled hours of 180 days or less; and
  - b. Returns to work at the end of the temporary cessation of scheduled hours of 180 days or less.

Any OFLA leave taken by the employee within any one-year period continues to count against the length of time of OFLA leave the employee is entitled. The amount of time that an employee is deemed to have worked for the public charter school prior to a break in service due to a separation from employment or a

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<sup>1</sup> While the public charter school is subject to FMLA, the school does not have any eligible employees. Consequently, most FMLA eligibility language has been omitted from this AR.

<sup>2</sup> Thirty days during a declared public health emergency.

<sup>3</sup> The requirements of OFLA do not apply to any employer offering eligible employees a nondiscriminatory cafeteria plan, as defined by section 125 of the Internal Revenue Code of 1986, which provides as one of its options employee leave at least as generous as the leave required by OFLA.

temporary cessation of scheduled hours shall be restored to the employee when the employee is reemployed by the school within 180 days of separation from employment or when the employee returns to work at the end of the temporary cessation of scheduled hours of 180 days or less.

When an employee requests OFLA leave, or when the public charter school acquires knowledge that an employee's leave may be for a purpose that constitutes OFLA leave, the school will notify the employee of the employee's eligibility to take OFLA leave within five business days, absent extenuating circumstances. Whether an employee is an "eligible employee" as defined in OAR 839-009-0210 is determined, a notice must be provided, at the commencement of the first instance of each purpose for leave listed in OAR 839-009-0240 during the OFLA leave year. If an employee is an "eligible employee" as defined in OAR 839-009-0210 for the purpose listed in OAR 839-009-0240, the employee's eligibility for that purpose does not change during the applicable 12-month period. In addition:

1. An employee taking, in any order, some or all of 12 weeks of OFLA pregnancy disability leave and some or all of 12 weeks of OFLA leave for any other purpose, need not requalify each time the employee takes OFLA leave within the same leave year;
2. An employee who has taken 2 weeks of OFLA child placement leave need not requalify for up to an additional 12 weeks of leave within the same leave year when used for the purposes of OFLA sick child leave;
3. An employee unable to work because of a disabling compensable injury<sup>4</sup> need not requalify under OAR 839-009-0210 in order to use OFLA leave following a period the employee is off work due to the compensable injury.

In determining if an employee has been employed for the preceding 180 calendar days under OFLA, the public charter school must consider days, paid or unpaid, an employee is maintained on payroll.

Leave under the Oregon Military Family Leave Act (OMFLA) applies to employees who work an average of at least 20 hours per week. There is no minimum number of days worked when determining employee eligibility for OMFLA.

In determining average workweek, the employer must count the actual hours worked using the Fair Labor Standards Act (FLSA) guidelines.

### **Qualifying Reason**

Eligible employees may access OFLA leave entitlements for the following reasons:

1. Pregnancy disability leave: leave taken by an employee for their own disability related to pregnancy, including pregnancy termination or childbirth, whether the disability occurs before, during or after the birth of the child or for prenatal care, including fertility or infertility treatment.
2. Sick child leave: leave taken to care for an employee's child suffering from an illness, injury, or condition that requires home care. Under OFLA, sick child leave includes leave to care for an

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<sup>4</sup> As defined in ORS 656.005.

employee’s child whose school or child care provider has been closed<sup>5</sup> in conjunction with a statewide public health emergency declared by a public health official.<sup>6</sup>

3. Bereavement leave: leave taken to deal with the death of a covered family member and includes leave taken to attend the funeral or alternative to a funeral of the family member, to make arrangements necessitated by the death of the family member, or to grieve the death of the family member.<sup>7</sup> When such leave is used for a family member who is related by affinity, the public charter school requires an attestation form signed and submitted by the employee.
4. Child placement leave: leave taken under OFLA before January 1, 2025, to effectuate the legal process required for placement of a foster child or the adoption of a child.
5. Leave previously protected by OFLA<sup>8</sup>: 1) leave to which an eligible employee was entitled under ORS 659A.150 - ORS 659A.186 on June 30, 2024; and 2) leave to which an eligible employee would not be entitled under ORS 659A.150 - ORS 659A.186 on July 1, 2024 and may now be entitled leave under Paid Family Medical Leave (ORS 657B).

Eligible employees may access OMFLA for the purpose of spending time with a spouse or domestic partner who is in the military and has been notified of an impending call or order to active duty, or who has been deployed during a period of military conflict.

## Definitions

1. Family member:
  - a. For the purposes of OFLA, “family member” means an eligible employee’s:
    - (1) Spouse or domestic partner;
    - (2) Child or the child’s spouse or domestic partner;
    - (3) Parent or the parent’s spouse or domestic partner;
    - (4) Sibling or stepsibling, or the sibling’s or stepsibling’s spouse or domestic partner;
    - (5) Grandparent or the grandparent’s spouse or domestic partner;
    - (6) Grandchild or the grandchild’s spouse or domestic partner; or

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<sup>5</sup> “Closure” (OAR 839-009-0210(5)) for the purpose of sick child leave during a statewide public health emergency declared by a public health official means a closure that is ongoing, intermittent, or recurring and restricts physical access to the child’s school or child care provider as defined in OAR 839-009-0210(4).

<sup>6</sup> The public charter school may request verification of the need for sick child leave under OFLA due to a closure during a statewide public health emergency. Verification may include:

1. The name of the child being cared for;
2. The name of the school or child care provider that has closed or become unavailable;
3. A statement from the employee that no other family member of the child is willing and able to care for the child; and
4. With the care of a child older than 14, a statement that special circumstances exist requiring the employee to provide care to the child during daylight hours.

<sup>7</sup> Bereavement leave under OFLA must be completed within 60 days of the date the employee received notice of the death. The notice of the death of a family member may be by any means and from any source.

<sup>8</sup> OAR 839-009-0215. OFLA: Leave Previously Protected by OFLA.

- (7) Any individual related by blood or affinity whose close association with an eligible employee is the equivalent of a family relationship.<sup>9</sup>

2. Child:

- a. For the purposes of OFLA, “child” means the eligible employee’s biological or adopted child, a child the employee is fostering, a stepchild, the child of the employee’s spouse or domestic partner, or a child with whom the employee is or was in a relationship of “in loco parentis”.
- b. For the purposes of child placement leave and sick child leave only under OFLA, the child must be under the age of 18 or an adult dependent child substantially limited by a physical or mental impairment.

3. In loco parentis:

- a. For the purposes of OFLA, “in loco parentis” means person in the place of the parent, having financial or day-to-day responsibility for the care of a child. A legal or biological relationship is not required.

4. Public health emergency:

For OFLA a public health emergency means:

- a. A public health emergency declared under ORS 433.441.
- b. An emergency declared under ORS 401.165 if related to a public health emergency as defined in ORS 433.442.

## Leave Period

For the purposes of calculating an employee’s leave period, the public charter school uses a period of 52 consecutive weeks beginning on the Sunday immediately preceding the date on which family leave commences. The same method for calculating the leave period for OFLA leave entitlement shall be used for all employees.

## Leave Duration

For the purposes of OFLA, an eligible employee is generally entitled to a total of 12 weeks of OFLA leave, for sick child leave and bereavement leave, during the designated leave period. An eligible employee is entitled to a total of two weeks of bereavement leave upon the death of each family member

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<sup>9</sup> “Affinity” means a relationship for which there is a significant personal bond that, when examined under the totality of the circumstances, is like a family relationship. This bond may be demonstrated by, but is not limited to the following factors, with no single factor being determinative:

1. Shared personal financial responsibility, including shared leases, common ownership of real or personal property, joint liability for bills or beneficiary designations;
2. Emergency contact designation of the employee by the other individual in the relationship or the emergency contact designation of the other individual in the relationship by the employee;
3. The expectation to provide care because of the relationship or the prior provision of care;
4. Cohabitation and its duration and purpose;
5. Geographic proximity; and
6. Any other factor that demonstrates the existence of a family-like relationship.

of the employee within an leave year, except that the eligible employee may not take more than four weeks of bereavement leave within an leave year.

An employee may also be entitled to take a total of 12 weeks of OFLA pregnancy disability leave within the same leave year.

The employee may use all or part of the 12 weeks of family leave and all or part of the 12 weeks of pregnancy disability leave in any order.

OFLA does not combine the leave entitlement when two or more family members work for the public charter school. Under OFLA, family members who work for the school may be restricted from taking concurrent OFLA qualified leave.<sup>10</sup>

For the purposes of OMFLA, an eligible employee is entitled to 14 days of leave per call or order to active duty or notification of a leave from deployment. When an employee also meets the eligibility requirements of OFLA, the duration of the OMFLA leave counts toward that employee's leave entitlement during the designated leave period.

Qualified leave under OFLA may run concurrently with available leave taken under ORS 653.601 - 653.661, but does not run concurrent with leave taken under Paid Family and Medical Leave Insurance (PFMLI).

For the purpose of tracking the number of leave hours an eligible employee is entitled and/or has used during each week of the employee's leave, leave entitlement is calculated by multiplying the number of hours the eligible employee normally works per week by 12<sup>11</sup>. If an employee's schedule varies from week-to-week, a weekly average of the hours worked over the 12 months worked prior to the beginning of the leave period shall be used for calculating the employee's normal workweek<sup>12</sup>. If an employee takes intermittent or reduced work schedule leave, only the actual number of hours of leave taken may be counted toward OFLA leave to which the employee is entitled.

Under OFLA, days in which the public charter school is not in operation, are not counted toward intermittent or reduced work schedule OFLA leave.

### **Intermittent Leave**

An eligible employee is permitted under OFLA to take intermittent leave for any qualifying reason.

Intermittent leave is taken in multiple blocks of time (i.e., hours, days, weeks, etc.), rather than in one continuous block of time, and/or requiring an altered or reduced work schedule. For OFLA this includes

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<sup>10</sup> Exceptions to the ability to require family members to take OFLA qualified leave at different times are when one employee needs to care for a child for a purpose described in ORS 659A.159 (1)(a) while another employee is taking pregnancy disability leave or, one or more of the employees is taking bereavement leave.

<sup>11</sup> For example, an employee normally employed to work 30 hours per week is entitled to 12 times 30 hours, or a total of 360 hours of leave.

<sup>12</sup> For example, an employee working an average of 25 hours per week is entitled to 12 times 25 hours, or a total of 300 hours of OFLA leave, e.g., sick child leave and bereavement leave. An eligible employee working an average 25 hours per week may be entitled to additional OFLA pregnancy disability leave calculated as 12 times 25 hours, or a total of 300 hours of pregnancy disability leave in the same leave year.

but is not limited to sick child leave taken requiring an altered or reduced work schedule because the intermittent or recurring closure of a child's school or child care provider due to a statewide public health emergency declared by a public health official.

When an exempt employee is eligible for OFLA but not FMLA leave, and the employee takes intermittent leave in blocks of less than one day, the public charter school will jeopardize the employee's exempt status if the school reduces the employee's salary for the part-day absence.

An employee's intermittent leave time is determined by calculating the difference between the employee's normal work schedule and the number of hours the employee actually works during the leave period. The result of such calculation is credited against the eligible employee's leave entitlement.

### **Alternate Work Assignment**

The public charter school may transfer an employee on intermittent OFLA leave or reduced work schedule into an alternate position with the same or different duties to accommodate leave, provided:

1. The employee accepts the position voluntarily and without coercion;
2. The transfer is temporary, lasts no longer than necessary to accommodate the leave and has equivalent pay and benefits;
3. The transfer is compliant with any applicable collective bargaining agreement, as well as with state and federal law;
4. The transfer to an alternate position is used only when there is no other reasonable option available that would allow the employee to use intermittent leave or reduced work schedule; and
5. The transfer is not used to discourage the employee from taking leave or to create a hardship for the employee.

An employee transferred to an alternate position for the purpose of a reduced work schedule must be returned to the employee's former position when the employee notifies the employer that the employee is ready to return to the former position at the end of the alternate duty leave.

The public charter school may transfer an eligible employee to an alternate position that accommodates OFLA pregnancy disability leave provided:

1. The employee accepts the transfer position voluntarily and without coercion;
2. The transfer is temporary, lasts no longer than necessary and has equivalent pay and benefits;
3. The transfer is compliant with any applicable collective bargaining agreements, as well as state and federal law;
4. The transfer is not used to discourage the employee from taking leave or to create a hardship for the employee.

If an eligible employee is transferred to an alternative position and as a result the employee works fewer hours than the employee worked in the original position, the employee's OFLA leave time is determined

by calculating the difference between the employee’s number of hours the employee worked in the original position and the number of hours the employee actually works in the alternate position.

An employee is not on OFLA leave if the employee has been transferred – as provided for in OAR 839-009-0245 (5) – to an alternate position for the purpose of alternate work duties that the employee is able to perform within the limitations of the employee’s pregnancy disability, but not requiring a reduced workweek. An employee working in an alternate position retains the right to return to the employee’s original position at any time during the employee’s OFLA leave. This does not impair the right of an employee to a reasonable accommodation or the application of any other state or federal law.

### **Special Rules for School Employees**

For the purposes of OFLA leave, if an employee<sup>13</sup> begins a period of bereavement leave during the three-week period before the end of the term and the duration of the leave is greater than five working days, the public charter school may require the employee continue on family leave until the end of the term.

### **Paid/Unpaid Leave**

OFLA does not require the public charter school to pay an eligible employee who is on a qualified leave. Paid Family and Medical Leave Insurance (PFMLI) leave taken via Paid Leave Oregon or an equivalent plan will not run concurrently with OFLA may run concurrently with leave available under ORS 653.601 - 653.661 when taken for the same purpose. An employee may elect to use any available accrued paid leave including personal and sick leave, or available accrued vacation leave during the leave period {<sup>14</sup>} [to the extent that the total combined amount of accrued paid leave and benefits received from PFMLI does not exceed an amount equal to the employee’s full wage replacement during the period of leave]. [The total combined amount received by using accrued leave and PFMLI may exceed the employee’s full wage replacement during the period of leave.] The school will notify the eligible employee when the requested leave has been designated as OFLA leave and ask the employee about the use of available accrued paid leave.

Eligible employees who request OMFLA leave are entitled to use any available accrued paid time off during the OMFLA leave period.

### **Benefits and Insurance**

When an eligible employee returns to work following a OFLA- or OMFLA-qualified leave, the employee must be reinstated to the same position the employee held when the leave commenced, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

During an OFLA qualified leave an eligible employee does not accrue seniority or other benefits that would have accrued while the employee was working, unless the terms of a collective bargaining

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<sup>13</sup> Applies only to an employee who is employed principally in an instructional capacity by the public charter school.

<sup>14</sup> {Select one of the two bracketed options based on public charter school practice, i.e., keep the ending to this sentence OR delete this ending and keep the following bracketed sentence. See ORS 657B.030(2) (as amended by SB 1515 (2024) for additional guidance).}

agreement, other agreement or other public charter school policy provide otherwise.<sup>15</sup> The eligible employee is also subject to layoff to the same extent similarly situated employees not taking OFLA leave are subject unless the terms of an applicable collective bargaining agreement, other agreement or the school's policies provide otherwise.

For the purposes of OFLA, the public charter school will continue to pay the employer portion of the eligible employee's group health insurance contribution (if applicable) during the qualified leave period. The eligible employee is required to pay the employee portion of any such group health insurance contribution as a condition of continued coverage.

For the purposes of OMFLA, the eligible employee is entitled to a continuation of benefits.

## **Application**

An eligible employee shall provide at least 30 days' written notice of the need for foreseeable leave before starting family leave. An employee may commence family leave without prior notice in the event of: an unexpected illness, injury or condition of a child of the employee that requires home care; the death of a family member; or an illness, injury or condition related to the employee's own pregnancy or childbirth that disables the employee from performing any available job duties offered by the public charter school. If an employee commences leave without prior notice as allowed above, the employee must give oral notice<sup>16</sup> to the employer within 24 hours of the commencement of the leave and must provide the written notice within three days after returning to work. Failure of an employee to provide the required notice for leave may result in the school deducting up to three weeks from the employee's unused OFLA leave in that one-year leave period. The employee may be subject to disciplinary action for not following the school's notice procedures.

The public charter school may request additional information<sup>17</sup> to determine that the requested leave qualifies as OFLA leave. The school may designate the employee as provisionally on OFLA leave until sufficient information is received to properly make a determination. An eligible employee able to give advance notice of the need to take such leave must follow the school's known, reasonable and customary procedures for requesting any kind of leave.

If an eligible employee is taking leave in an unforeseeable situation, an employee must give oral or written notice<sup>18</sup> within 24 hours before or after commencement of the leave. In all cases, proper documentation must be submitted no later than three working days following the employee's return to work.

For purposes of OMFLA, an employee must provide the public charter school with notice of the intention to take leave within five business days of receiving official notice of an impending call or order to active duty or of a leave from deployment.

## **Verification**

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<sup>15</sup> See also ORS 342.934(4)(d) in reduction force situations.

<sup>16</sup> Oral notice may be given by any other person on behalf of the employee taking the leave.

<sup>17</sup> Except in cases to verify bereavement leave unless the public charter school requires the use of an attestation form for purposes of determining affinity.

<sup>18</sup> Notice may be given by any other person on behalf of the employee taking the leave.

The public charter school may require an eligible employee to provide medical verification, when appropriate<sup>19</sup>, to support the stated reason for qualifying OFLA leave. The school will provide written notification to an employee of this requirement and state the consequences for failure to provide the requested medical verification. If the employee gives advance written notice of foreseeable leave, the school may require the employee to provide medical verification for OFLA leave before the leave starts. If the employee begins unforeseeable OFLA leave without prior notice, the employee is required to submit such medical verification within 15 calendar days after receipt of the school's request for medical verification. The employee may be subject to disciplinary action for not providing the requested medical verification.

For the purposes of OFLA qualified leave, any costs associated with obtaining the medical verification shall be borne by the public charter school, or be paid as otherwise allowed by law. The school will not delay the use of qualifying OFLA leave when medical verification is not received before the commencement of unforeseeable leave. The school may not require an employee to obtain a second opinion.

Under OFLA, the public charter school may request verification for the need for leave to care for a child who requires home care due to the closure of the child's school or child care provider as a result of a public health emergency. A request for verification may include a request for:

1. The name of the child requiring home care;
2. The name of the school or child care provider that is subject to the closure;
3. A statement from the employee that no other family member of the child is willing and able to care for the child; and
4. A statement that special circumstances exist that require the employee to provide home care for the child during the day, if the child is older than 14 years of age.

### **Posted Notice**

The public charter school will post the Bureau of Labor and Industries Family Leave notice in each building or worksite in an area that is accessible to and regularly frequented by employees.<sup>20</sup> The school will also post a notice explaining the provisions of FMLA and providing information concerning the procedures for filing complaints.<sup>21</sup>

### **Record Keeping**

The public charter school will maintain all records as required by federal and state laws including dates leave is taken by employees, identified separately from other leave; hours/days of leave; copies of general

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<sup>19</sup> Medical documentation is not allowed in every situation. Review current laws and guidance for more information.

<sup>20</sup> [https://www.oregon.gov/boli/employers/Documents/BOLI\\_Printable\\_FamilyMedLv.pdf](https://www.oregon.gov/boli/employers/Documents/BOLI_Printable_FamilyMedLv.pdf); electronic posting is not sufficient to satisfy this requirement, but may be used to supplement the physical posting.

<sup>21</sup> <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/fmlaen.pdf>; electronic posting is sufficient as long as it is posted prominently where it can be readily seen by employees and applicants for employees. The poster and the text must be large enough to be easily read and contain fully legible text.

and specific notices to employees, including Board policy(ies) and regulations; premium payments of employee health benefits while on leave and records of any disputes with employees regarding granting of leave.

Medical documentation will be maintained separately from personnel files as confidential medical records.

### **Federal vs. State Law**

Both federal and state law contain provisions for family and medical leave. Federal regulations state an employer must comply with all leave laws; that the federal law does not supersede any provision of state law that provides greater family or medical leave rights than those established pursuant to federal law; and if leave qualifies for FMLA and OFLA leave, the leave used counts against the employee's entitlement under both laws. State law requires that FMLA and OFLA or other state leave entitlements run concurrently when for the same purpose.

# Eddyville Charter School Policy

Code: GCBDC/GDBDC  
Adopted: 02/19/25

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

When applicable, the public charter school will comply with the provisions of protected leave identified in ORS 659A.272 to address domestic violence, harassment, sexual assault, bias, or stalking.

The public charter school (covered employer<sup>1</sup>) shall allow an eligible employee<sup>2</sup> to take reasonable leave from employment for any of the following reasons:

1. To seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's minor child or dependent, including preparing for and participating in protective order proceedings or other civil or criminal legal proceedings related to domestic violence, harassment, sexual assault, bias, or stalking;
2. To seek medical treatment for or to recover from injuries caused by domestic violence or sexual assault to, harassment or stalking of, or the commission of a bias crime against the eligible employee or the employee's minor child or dependent;
3. To obtain, or to assist a minor child or dependent in obtaining counseling from a licensed mental health professional related to an experience of domestic violence, harassment, sexual assault, bias, or stalking;
4. To obtain services from a victim services provider for the eligible employee or the employee's minor child or dependent; or
5. To relocate<sup>3</sup> or take steps to secure an existing home to ensure health and safety of the eligible employee or the employee's minor child or dependent.

The public charter school may limit the amount of leave if the eligible employee's leave creates an undue hardship on the school.

The public charter school shall not deny leave to an eligible employee or discharge, threaten to discharge, demote, suspend or in any manner discriminate or retaliate against an employee with regards to promotion,

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<sup>1</sup> "Covered employer" means an employer who employs six or more individuals in the State of Oregon for each working day during each of 20 or more calendar workweeks in the year in which an eligible employee takes leave to address domestic violence, harassment, sexual assault, bias or stalking, or in the year immediately preceding the year in which an eligible employee takes leave to address domestic violence, harassment, sexual assault, bias or stalking.

<sup>2</sup> "Eligible employee" means an employee who is a victim of domestic violence, harassment, sexual assault, bias or stalking or is the parent or guardian of a minor child or dependent who is a victim of domestic violence, harassment, sexual assault, bias or stalking.

<sup>3</sup> "Relocate" is described in OAR 839-009-0345 (5).

compensation or other terms, conditions or privileges of employment because the employee makes inquiries about, applies for, or takes such leave.

The eligible employee shall give the public charter school reasonable advanced notice of the employee's intention to take leave unless giving advance notice is not feasible.

The public charter school may require the eligible employee to provide certification that:

1. The employee or employee's minor child or dependent is a victim of domestic violence, harassment, sexual assault, bias, or stalking; and
2. The leave is taken for one of the identified purposes in this policy.

The eligible employee shall provide a certification within a reasonable time after receiving the public charter school's request for the certification.

Sufficient certification to support a request for such leave includes:

1. A copy of a report from law enforcement indicating the eligible employee or the employee's minor child or dependent was a victim of domestic violence, harassment, sexual assault, bias, or stalking;
2. A copy of a protective order or other evidence from a court, administrative agency or attorney that the eligible employee appeared in or is preparing for a civil or criminal administrative proceeding related to domestic violence, harassment, sexual assault, bias, or stalking; or
3. Documentation from an attorney, law enforcement officer, health care professional, licensed mental professional or counselor, members of the clergy, employee of the Department of Justice division providing victim and survivor services or victim services provider that the eligible employee or employee's minor child or dependent was undergoing treatment or counseling, obtaining services or relocating as a result of domestic violence, harassment, sexual assault, bias, or stalking.

All records and information kept by the public charter school regarding the employee's leave under ORS 659A.270 - 659A.285, including the fact the employee has requested or obtained such leave, are confidential and may not be released without the express permission of the employee unless otherwise required by law. This information will be kept in a file separate from the employee's personnel file.

The employee may use any accrued paid leave, including sick leave, vacation leave or any other paid leave offered by the public charter school. The public charter school may choose the order in which paid accrued leave is to be used when more than one type of paid leave is available consistent with Board policies.

## **Definitions**

1. "Protective order" means an order authorized by ORS 30.866, 107.095 (1)(c), 107.700 to 107.735, 124.005 to 124.040, 163.730 to 163.750 or 163.760 to 163.777 or any other order that restrains an individual from contact with an eligible employee or the employee's minor child or dependent.
2. "Victim of bias" means an individual who has been a victim of a bias crime as defined in ORS 147.380; or any other individual designated as a victim of bias by rule adopted under ORS 659A.805.

3. “Victim of domestic violence” means an individual who has been a victim of abuse, as defined in ORS 107.705; or any other individual designated as a victim of domestic violence by rule adopted under ORS 659A.805.
4. “Victim of harassment” means an individual against whom harassment has been committed as described in ORS 166.065; or any other individual designated as a victim of harassment by rule adopted under ORS 659A.805.
5. “Victim of sexual assault” means an individual against whom a sexual offense has been committed as described in ORS 163.305 to 163.467, 163.472 or 163.525; or any other individual designated as a victim of sexual assault by rule adopted under ORS 659A.805.
6. “Victim of stalking” means an individual against whom stalking has been committed as described in ORS 163.732; an individual designated as a victim of stalking by rule adopted under ORS 659A.805; or an individual who has obtained a court’s stalking protective order or a temporary court’s stalking protective order under ORS 30.866.
7. “Victim services provider” means a prosecutor-based victim assistance program or a nonprofit program offering safety planning, counseling, support or advocacy related to domestic violence, harassment, sexual assault, bias or stalking.

END OF POLICY

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**Legal Reference(s):**

[ORS 192.355\(38\)](#)

[ORS 659A.270 - 659A.290](#)

[OAR 839-009-0325 - 0365](#)

# Eddyville Charter School Policy

Code: GCBDD/GDBDD  
Adopted: 02/19/2025

## Sick Time \*

“Employee” means an individual who renders personal services at a fixed rate to the district if the district either pays or agrees to pay for personal services or permits the individual to perform personal services. The definition does not include volunteers or independent contractors.

Employees qualify to begin earning and accruing sick time on the first day of employment with the public charter school and are eligible to use sick time beginning on the 91st calendar day of employment with the school and may use sick time as it is accrued.

The public charter school employs 10 or more employees and therefore shall allow an eligible employee to access up to 40 hours of paid sick time per year. Paid sick time shall accrue at the rate of at least one hour of paid sick time for every 30 hours the employee works. Paid sick time of 40 hours shall be front-loaded to an employee at the beginning of each year.

The employee may carry up to 40 hours of unused sick time from one year to the subsequent year. An employee is limited to accruing no more than 80 hours of sick time.

Sick time shall be taken in hourly increments and may be used for the employee’s or a family member’s<sup>1</sup> mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive care, or for reasons consistent with the qualifying Family Medical Leave (FMLA) or, Paid Family and Medical Leave Insurance (PFMLI) or Oregon Family Leave (OFLA). Sick time may also be used in the event of a public health emergency or for leave to address domestic violence, harassment, sexual assault, bias, or stalking under ORS 659A.272.

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

The public charter school reserves the right, after an employee uses sick time for more than three consecutive scheduled workdays, to require verification or certification in accordance with law of the need for the sick time, including a medical verification or certification<sup>2</sup> paid for by the school. If an employee fails to provide verification or certification or fails to provide other evidence as required by the school, the employee shall be subject to appropriate disciplinary action, up to and including dismissal.

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

If the reason for sick time is a foreseeable absence, the public charter school requires an employee to provide advance notice of the intention to use sick time 10 days of when the requested sick time is to begin

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<sup>1</sup> “Family member” is defined in OAR 839-007-0000.

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

or as soon as otherwise practicable. When an employee uses sick time for a foreseeable absence, the employee shall take reasonable effort to schedule the sick time in a manner that does not unduly disrupt the operations of the school (e.g., grading deadlines, inservice training, mandatory meetings).

If the reason for sick time is unforeseeable, such as an emergency, accident or sudden illness, the employee shall notify the public charter school as soon as practicable.

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

The public charter school shall establish a standard process to track the eligibility for sick time of a substitute.

END OF POLICY

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**Legal Reference(s):**

[ORS 342.545](#)  
[ORS 342.610](#)

[ORS 653.601 - 653.661](#)  
[ORS 659A.150 - 659A.186](#)

[OAR 839-007-0020 - 0065](#)

Americans with Disabilities Act/Americans with Disabilities Act Amendments Act, 42 U.S.C. §§ 12101-12213 (2018); 29 C.F.R. Part 1630 (2023); 28 C.F.R. Part 35 (2023).  
Family and Medical Leave Act, 29 U.S.C. §§ 2601-2654 (2018); Family and Medical Leave Act, 29 C.F.R. Part 825 (2023).

# Eddyville Charter School Policy

Code: GCBDF/GDBDF-AR  
Revised/Reviewed: 02/19/2025

## **Paid Family and Medical Leave Insurance (PFMLI) \***

### **Application**

Employees may submit applications for Paid Leave Oregon<sup>1</sup> to the Oregon Employment Department (“Department”).<sup>2</sup> Applications may be submitted up to 30 days prior to the start of the leave and up to 30 days after the start of the leave.<sup>3</sup> The Department may require verification from the employee.<sup>4</sup> The Department will make all decisions regarding acceptance and denial of an application, including determining the amount of the benefit.<sup>5</sup> The public charter school cannot accept, file, process or make decisions on applications.

An employee may appeal an approval or denial of claim, the amount of a weekly benefit or a disqualification from receipt of benefits to the Department in accordance with Oregon Revised Statute (ORS) 657B.010 and Oregon Administrative Rule (OAR) 471-070-2220.

### **Employee Notice to Public Charter School**

If the leave is foreseeable<sup>6</sup>, the employee must provide the public charter school with written notice<sup>7</sup> at least 30 calendar days prior to the leave.<sup>{8}</sup> If the leave is not foreseeable<sup>9</sup> the employee must give oral notice to the public charter school within 24 hours of the start of the leave, and must provide written notice

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<sup>1</sup> “Paid Leave Oregon” means the Paid Family and Medical Leave Insurance program described in ORS 657B.

<sup>2</sup> For application requirements see Oregon Administrative Regulation (OAR) 471-070-1100. Applications can be submitted at <https://frances.oregon.gov/> to the Employment Department through the Paid Leave Oregon program.

<sup>3</sup> Exceptions may be granted when the applicant can demonstrate good cause for late submission.

<sup>4</sup> See verification requirements in OAR 471-070-1110 - OAR 471-070-1130.

<sup>5</sup> The benefit may be less than the employee’s salary. See ORS 657B.050.

<sup>6</sup> Examples of foreseeable leave include, but are not limited to, an expected birth, planned placement of a child, or a scheduled medical treatment for a serious health condition of the eligible employee or a family member of the eligible employee. See OAR 471-070-1310(1).

<sup>7</sup> Written notice includes, but it not limited to, handwritten or typed notices, and electronic communication such as text messages and email.

<sup>8</sup> *{OAR 471-017-1310(6) states “An employer that requires eligible employees to provide a written notice before the eligible employee commences leave, must outline the requirements in the employer’s written policy and procedures.”}*

<sup>9</sup> Leave circumstances that are not foreseeable include, but are not limited to, an unexpected serious health condition of the eligible employee or a family member of the eligible employee, a premature birth, an unexpected adoption, an unexpected foster placement by or with the eligible employee, or for safe leave.

within 3 days after the start of leave.<sup>10</sup> The public charter school requests as much advanced notice as possible.

The notice must include:

1. The employee's first and last name;
2. Type of leave;
3. Explanation of the need for leave; and
4. Anticipated timing and duration of leave, including if it is continuous or intermittent.

Notice need only be given one time, but the employee shall notify the public charter school as soon as practicable if dates of scheduled leave change, are extended, or were initially unknown. This notice does not need to mention PFMLI or Paid Leave Oregon to satisfy the notice requirements. Notice may be provided by another party on behalf of the employee in accordance with state law.

Failure to comply with these notice requirements may result in a penalty imposed by the Department. The Department may reduce the amount of the benefit by 25 percent in accordance with OAR 471-070-1310(10).

### **Concurrent Use of Public Charter School-Provided Paid Leave<sup>{11}</sup>**

The employee will be allowed to use available school-provided paid leave (e.g., sick, vacation or otherwise) for days that Paid Leave Oregon is received to the extent that the total combined amount of accrued paid leave and benefits received by the employee does not exceed an amount equal to the employee's full wage replacement during the period of leave. \*The school will determine the particular order in which accrued leave is used when more than one type of accrued leave is available to the employee.

Example: The Department determines that the rate of pay will be 75 percent of the employee's regular salary. The employee will be allowed to use available school-provided paid leave (sick, vacation or otherwise), subject to any applicable collective bargaining agreement or other agreement for days Paid Leave Oregon benefits are received. The employee may use such leave to the extent that the total combined amount of accrued paid leave and Paid Leave Oregon benefits received by the employee does not exceed an amount equal to the employee's full wage replacement during the period of leave.

### **Return to Work**

Upon completion of leave, the employee is entitled to return to the position held in the public charter school prior to the leave, if that position still exists and if the employee had been employed in the public charter school for 90 days prior to taking leave. If the position no longer exists, the employee is entitled to

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<sup>10</sup> An eligible employee who takes safe leave shall give the employer reasonable advance notice of the individual's intention to take safe leave, unless giving the advance notice is not feasible. If other leave also applies, notice requirements for those types of leave may also apply.

<sup>11</sup> {Consider any collective bargaining requirements, if any, prior to adopting this language.}

be restored to any available equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.

### **Communications Between the Public Charter School and the Department**

Upon receipt of an application or update in information from a public charter school employee for Paid Leave Oregon, the Department will notify the public charter school. The public charter school may provide additional information to the Department within 10 days. This information may include, but is not limited to, information about the employee's notice to the public charter school or verification of the employee's continued employment with the public charter school. If the public charter school does not report such information to the Department, the Department will proceed using available information. The public charter school can provide additional information to the Department as it becomes available.

If the Department requests additional information from the public charter school, the public charter school will respond within 10 calendar days.

Once the Department has issued a decision regarding an application submitted by an employee of the public charter school, the Department will notify the public charter school regarding the approval or denial and any applicable dates and periods of leave.

### **Public Charter School Notice to Employees**

At the time of hire and each time the policy or procedure changes, the public charter school must provide notice to employees. This notice must be in the language that the employer typically uses to communicate with employees and will include:

1. The right of an eligible employee to claim and receive family and medical leave insurance benefits;
2. The procedure for filing a claim for benefits;
3. That an eligible employee must provide notice to the public charter school before the employee commences leave, and a description of the penalties for failure to comply with the notice requirements;
4. The right of an eligible employee to job protection and benefits continuation;
5. The right of an eligible employee to appeal a decision or determination made by the Department director;
6. That discrimination and retaliatory personnel actions against an employee for inquiring about the PFMLI or Paid Leave Oregon program, giving notification of leave under the program, taking leave under the program or claiming PFMLI or Paid Leave Oregon benefits are prohibited;
7. The right of an employee to bring a civil action or to file a complaint for violation of ORS 657B.060 or 657B.070; and

8. That any health information related to family leave, medical leave or safe leave provided to the public charter school by an employee is confidential and may not be released without the permission of the employee unless state or federal law or a court order permits or requires disclosure.<sup>12</sup>

The public charter school will display the Department's notice poster in an area that is accessible to and regularly frequented by employees in each building or worksite. The public charter school will provide this notice poster to employees working remotely by hand delivery, regular mail or through an electronic delivery method at the time of hire or assignment to remote work.

### **Public Charter School Filings**

The public charter school will file the Oregon Quarterly Tax Report, the Oregon Employee Detail Report and any other reports required by law. If the public charter school fails to submit required filings or report, or fails to pay all required contributions, the public charter school may be penalized in accordance with OAR 471-070-8520.

### **Employee Protections**

No employee or prospective employee will be discriminated or retaliated against for inquiring about PFMLI or Paid Leave Oregon, giving notification of leave under Paid Leave Oregon, taking such leave or claiming such benefits. Eligible employees have a right to file a complaint and/or bring a civil action for violations of ORS 657B.060 or ORS 657B.070.

Any health information related to family leave, medical leave or safe leave provided to the public charter school by an employee is confidential and may not be released without the permission of the employee unless state or federal law or a court order permits or requires disclosure.

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<sup>12</sup> Paid Leave Oregon has provided a model notice, <https://paidleave.oregon.gov/DocumentsForms/Paid-Leave-ModelNotice-Poster-EN.pdf>.

# Eddyville Charter School Policy

Code: IL  
Adopted: 02/19/2025

## Assessment Program\*\*

The public charter school assessment program shall be designed for the purpose of determining public charter school program improvement and individual student needs including the requirements of the Oregon Administrative Rules. Each year the public charter school shall determine each student's progress toward achieving federal, state and local achievement requirements.

Assessments shall be used to measure the academic content standards and to identify students who meet or exceed the performance standards adopted by the State Board of Education.

Accordingly, the public charter school shall maintain the following assessment program:

1. Criterion-reference assessments, including performance-based assessments, content-based assessments and other valid methods as may be required by state and federal requirements;
2. Individual diagnostic and ability evaluations in all grades when students have been referred and parental permission obtained;
3. Assessments by individual teachers;

It is the intent of the Board that progress be measured in a manner that clearly enables the student and parents to know whether the student is making progress toward meeting or exceeding academic content standards. School and individual results shall be reported to the Board, parents and the community, as prescribed by law.

The public charter school shall not discriminate in, including but not limited to, the methods, practices and materials used for assessment, evaluating and counseling students on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity, age, disability or marital status. Discrimination complaints shall be processed in accordance with established procedures.

Staff will receive in-service education in the use of designated assessments and interpretation of assessment results.

A parent on behalf of their student or an adult student may annually opt-out of taking a statewide summative assessment in language arts and/or mathematics by completing and submitting ODE's opt-out form<sup>1</sup> to the public charter school. The school shall provide supervised study time for students who are excused from participating in the assessment. A student may be excused from the Oregon Statewide Assessment Program for disability or religious reasons. Parents and adult students will be provided the required notices<sup>2</sup> and access to forms by the school that include a time frame in which statewide assessments will take place, and an adult student's or parent's right to request an exemption from taking the statewide summative assessments.

The act of student-initiated test impropriety is prohibited. A student that participates in an act of student-initiated test impropriety will be subject to discipline. "Student-initiated test impropriety" means student

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<sup>1</sup> Oregon Department of Education page for: [30-day notice and opt-out form](#)

<sup>2</sup> Public charter schools are required to provide notice twice each year: once at the beginning of the year and second time at least 30 days prior to the administration of the test.

conduct that is inconsistent with the *Test Administration Manual* or accompanying guidance; or results in a score that is invalid.

Parents or guardians of students with a documented history of an inability to maintain grade level achievement due to significant learning and instructional barriers, or a documented history of a medical condition that creates a barrier to achievement, must be annually provided the following information:

1. Information about the availability of high school diplomas, modified diplomas and the requirements for such diplomas; and
2. A disclosure that students awarded a certificate of attendance will not be counted as a high school graduate in any reporting for the State or the school and that such students awarded a certificate of attendance may not indicate that the student received a high school diploma on applications for employment, military service, financial aid, admittance to an institution of higher education or any other purpose.

The administrator shall ensure a periodic review and evaluation of the public charter school’s assessment program is conducted.

END OF POLICY

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**Legal Reference(s):**

<a href="#">ORS 40.245</a>	<a href="#">ORS 338.115(1)</a>	<a href="#">OAR 581-022-2030</a>
<a href="#">ORS 326.565</a>	<a href="#">ORS 659.850</a>	<a href="#">OAR 581-022-2060</a>
<a href="#">ORS 326.575</a>		<a href="#">OAR 581-022-2100</a>
<a href="#">ORS 329.451</a>	<a href="#">OAR 581-021-0030</a>	<a href="#">OAR 581-022-2115</a>
<a href="#">ORS 329.479</a>	<a href="#">OAR 581-022-2010</a>	<a href="#">OAR 581-022-2250</a>
<a href="#">ORS 329.485</a>	<a href="#">OAR 581-022-2015</a>	<a href="#">OAR 581-022-2270</a>
<a href="#">ORS 336.187</a>	<a href="#">OAR 581-022-2020</a>	<a href="#">OAR 581-022-2310</a>

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2020).

Protection of Pupil Rights, 20 U.S.C. § 1232h (2018); Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. Part 98 (2020).

Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §§ 1400-1419 (2018).

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

*Test Administration Manual*, published by the OREGON DEPARTMENT OF EDUCATION.

# Eddyville Charter School Policy

Code: JHCD  
Adopted: 02/19/2025

## Medications\*\*/\*

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

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

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

A current first-aid/CPR/AED card is required for designated personnel.

The public charter school reserves the right to reject a request for administration of medication at school, either by school personnel or student self-administration, if the medication is not necessary for the student to remain in school.

The public charter school may revoke permission given to a student to self-administer medication if the student does not responsibly self-administer the medication or abuses the use of the medication, as determined by school personnel.

Medications will be handled, stored, monitored, disposed of and records maintained in accordance with law and established public charter school procedures governing the administration of prescription or nonprescription medications to students, including procedures for the disposal of sharps and glass.

A process shall be established by which, upon parent or guardian written request, a backup medication is kept at a reasonably, secure location in the student's classroom as provided by state law.

A premeasured dose of epinephrine may be administered by trained, designated personnel to any student or other individual on public charter school premises who the person believes in good faith is experiencing a severe allergic reaction, regardless of whether the student or individual has a prescription for epinephrine.

A non-injectable short-acting opioid antagonist may be administered to any student or other individual by public charter school personnel (whether or not they have received training on administering medications)

on school premises who the individual administering the short-acting opioid antagonist believes in good faith is experiencing an opioid overdose.

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

This policy shall not prohibit, in any way, the administration of recognized first aid to a student by public charter school employees in accordance with established state law, Board policy and administrative regulation.

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

END OF POLICY

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**Legal Reference(s):**

[ORS 338.115](#)

[ORS 339.866 - 339.871](#)

[ORS 433.800 - 433.830](#)

[ORS 689.800](#)

[OAR 166-400-0010\(17\)](#)

[OAR 166-400-0060\(29\)](#)

[OAR 333-055-0000 - 0035](#)

[OAR 581-021-0037](#)

[OAR 581-022-2220](#)

[OAR 851-047-0000 - 0030](#)

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2019).

OREGON HEALTH AUTHORITY AND OREGON DEPARTMENT OF EDUCATION, *Medication Administration: A Manual for School Personnel*.

House Bill 1552 (2024).

# Eddyville Charter School Policy

Code: JHCD-AR  
Adopted: 02/19/2025

## Medications\*\*/\*

Students may, subject to the provisions of this administrative regulation, have prescription or nonprescription medication administered by designated public charter school personnel, or may be permitted to administer prescription or nonprescription medication to themselves.

### 1. Definitions<sup>1</sup>

- a. “Administer” means the direct application of a drug or device whether by injection, inhalation, ingestion, or any other means, to the body of a patient or research subject by: (1) a practitioner or the practitioner’s authorized agent; or (2) the patient or research subject at the direction of the practitioner. (ORS 689.005)
- b. “Adrenal crisis” means a sudden, severe worsening of symptoms associated with adrenal insufficiency, such as severe pain in the lower back, abdomen or legs, vomiting, diarrhea, dehydration, low blood pressure or loss of consciousness. (ORS 433.800)
- c. “Adrenal insufficiency” means a hormonal disorder that occurs when the adrenal glands do not produce enough adrenal hormones. (ORS 433.800)
- d. “Asthma” means a chronic inflammatory disorder of the airways that requires ongoing medical intervention. (ORS 339.866)
- e. “Delegation” means a formal delegation of a nursing procedure by a registered nurse to public charter school personnel in accordance with the Oregon Nurse Practice Act. (OAR Chapter 851)
- f. “Designated personnel” means the school personnel designated and trained to administer medication pursuant to public charter school policy and procedure.
- g. “Medication” means medication that is not injected; premeasured doses of epinephrine that are injected; medication that is available for treating adrenal insufficiency; and Naloxone or any similar medication that is in any form available for safe administration and that is designed to rapidly reverse an overdose of an opioid drug. “Medication” also means any prescription for bronchodilators or autoinjectable epinephrine prescribed by a student’s Oregon licensed health care professional for asthma or severe allergies. “Medication” does not include nonprescription sunscreen. (ORS 339.866; ORS 339.867)
- h. “Nonprescription medication” means nonprescription drugs as defined in ORS 689.005, which means drugs that may be sold without prescription and that are prepackaged for use by the consumer and labeled in accordance with the requirements of the statutes and regulations of this state and the federal government. (OAR 581-021-0037)
- i. “Notice of a diagnosis of adrenal insufficiency” means written notice to the public charter school from the parent or guardian of a student who has been diagnosed as adrenal insufficient with a copy of an order from the student’s primary care provider that includes the student’s diagnosis, description of symptoms indicating the student is in crisis, prescription for

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<sup>1</sup> There are several laws that apply to medications in schools. Some of these laws have unique definitions that may apply in specific situations. If the applicable law uses a definition that varies from the definition here, use the definition in the law.

- medication to treat adrenal insufficiency crisis, and instructions for follow-up care after medication to treat adrenal insufficiency crisis has been administered. (OAR 581-021-0037)
- j. “Opioid overdose” means a medical condition that causes depressed consciousness, depressed respiratory function or the impairment of vital bodily functions as a result of ingesting opioids. (ORS 689.800)
  - k. “Prescriber<sup>2</sup>” means a “practitioner” as defined in ORS 689.005, which means a person licensed and operating within the scope of such license to prescribe, dispense, conduct research with respect to or administer drugs in the course of professional practice or research: (a) in this state; or (b) in another state or territory of the U.S. if the person does not reside in Oregon and is registered under the federal Controlled Substances Act. (OAR 581-021-0037)
  - l. “Prescription medication” means a “prescription drug” as defined in ORS 689.005, which means a drug that is: required by federal law, prior to being dispensed or delivered, to be labeled with “Caution: Federal law prohibited dispensing without prescription” or “Caution: Federal law restricts this drug to use by or on the order of a licensed veterinarian”; or required by any applicable federal or state law or regulation to be dispensed on prescription only or is restricted to use by practitioners only.
  - m. “Severe allergy” means a life-threatening hypersensitivity to a specific substance such as food, pollen, or dust. (ORS 339.866)
  - n. “Short-acting opioid antagonist” means any short-acting drug approved by the U.S. Food and Drug Administration for the complete or partial reversal of an opioid overdose. (ORS 689.800)

## 2. Designated Staff/Training

- a. Medications, including injectable medications, may be administered by trained personnel as part of a formal delegation by a registered nurse.
- b. The administrator, in consultation with the school nurse, will designate public charter school personnel authorized to administer prescription or nonprescription medication to a student which takes into account when the student is in school, at a school-sponsored activity, under the supervision of school personnel, or in transit to or from school- or district-sponsored activities, and may include when a student is in a before-school or after-school care program on school-owned property when required by law. The administrator will supervise and ensure building and activity practices and procedures are consistent with the requirements of law, rules, policy and this administrative regulation.
- c. The public charter school will provide staff who are designated personnel to administer prescription or nonprescription medication access to a school nurse.
- d. The administrator will ensure the annual training required by Oregon law is provided to designated public charter school personnel. Training must be conducted by a qualified trainer, which is a person who is familiar with the delivery of health services in a school setting and who is either a registered nurse licensed by the Oregon State Board of Nursing or a prescriber. Public charter school personnel designated to administer epinephrine, glucagon, and medication to treat adrenal insufficiency shall be trained using related training developed by the Oregon Health Authority (OHA). The first training and every third training thereafter shall be provided in-person<sup>3</sup>. During subsequent years, designated public charter school personnel

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<sup>2</sup> A registered nurse who is employed by a public charter school or local public health authority to provide nursing services at a school may accept an order from a physician licensed to practice medicine or osteopathy in another state or territory of the U.S. if the order is related to the care or treatment of a student who has been enrolled at the school for not more than 90 days.

<sup>3</sup> An online training may qualify as “in-person” when these measures are met: content is provided via synchronous, interactive online sessions with a trainer and learners visible on screen; trainers must be licensed and work within their scope of practice;

may complete an online training so long as a trainer is available following the training to answer questions and provide clarification.

- e. The training for public charter school personnel will provide an overview of applicable provisions of Oregon law, administrative rules, school policy and administrative regulations and include, but not be limited to, discussion of the following: safe storage, administration, handling and disposing of medications; accessibility of medication during an emergency; record keeping; whether response to medication should be monitored by designated personnel and the role of designated personnel in such monitoring; emergency medical response procedures following administration of the medication; confidentiality of health information; and assessment of gained knowledge. Training as recommended and/or approved by ODE will be used.
- f. The public charter school shall maintain documentation of school personnel's completion of training in accordance with OAR 166-400-0010.

### 3. Administering Premeasured Doses of Epinephrine to a Student or Other Individual

A premeasured dose of epinephrine may be administered by trained public charter school personnel to any student or other individual on school premises who the person believes in good faith is experiencing a severe allergic response, regardless of whether the student or individual has a prescription for epinephrine.

### 4. Administering Short-Acting Opioid Antagonists

A short-acting opioid antagonist may be administered by any public charter school personnel<sup>4</sup> to any student or other individual, on school premises who the individual administering the short-acting opioid antagonist believes in good faith is experiencing an overdose of an opioid drug.

The administrator or school nurse shall immediately notify the parent or guardian of a minor student enrolled in the public charter school when a short-acting opioid antagonist is administered to the student while at school, on school property under the jurisdiction of the school or at any activity under the jurisdiction of the public charter school.

The public charter school shall provide to the parent or legal guardian of each minor student enrolled in the school information regarding short-acting opioid antagonists. The information will include at least:

- a. A description of short-acting opioid antagonists and their purpose;
- b. A statement regarding, in an emergency situation, the risks of administering to an individual a short-acting opioid antagonist and the risks of not administering to an individual a short-acting opioid antagonist;
- c. A statement identifying which school(s), if any, have short-acting opioid antagonists, and the necessary medical supplies to administer short-acting opioid antagonists, onsite and available for emergency situations; and

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and include in-person, skills demonstration for training developed by the Oregon Health Authority for epinephrine, glucagon, and for medication to treat adrenal insufficiency.

<sup>4</sup> Including public charter school personnel who have not received medication administration training.

- d. A statement that a representative of the public charter school may administer a short-acting opioid antagonist to a student in an emergency if the student appears to be unconscious and experiencing an opioid overdose.

5. Administering of Medication to a Student Experiencing Symptoms of Adrenal Crisis

A student experiencing symptoms of adrenal crisis while the student is in school, at a public charter school-sponsored activity, while under the supervision of school personnel, in a before-school or after-school care program on school-owned property and/or in transit to or from a school- or district-sponsored activity, may be treated by designated personnel and shall be subject to the following:

- a. Upon notice of a diagnosis of adrenal insufficiency, as defined in Oregon Administrative Rule (OAR) 581-021-0037, the building administrator of the school the student attends will designate one or more public charter school personnel to receive training and be responsible for administering the medication to treat adrenal insufficiency to a student in the event the student exhibits symptoms the school personnel believe in good faith indicate the student is experiencing symptoms of adrenal crisis;
- b. The designated personnel will successfully complete required training to administer medication to treat a student who has adrenal insufficiency and is experiencing symptoms of adrenal crisis;
- c. The student's parent or guardian must provide adequate supply of the student's prescribed medication to the public charter school;
- d. The public charter school will develop an individualized health care plan for the student;
- e. In the event that a student experiences symptoms of adrenal crisis and the designated personnel determines the medication to treat adrenal insufficiency should be administered, any available public charter school staff member will immediately call 911 and the student's parent or guardian.

6. Administering Medication to a Student

- a. A request to permit designated personnel to administer medication to a student may be approved by the public charter school and is subject to the following:
  - (1) A written request for designated personnel to administer prescription medication to a student, if because of the prescribed frequency or schedule, the medication must be given while the student is in school, at a school-sponsored activity, while under the supervision of school personnel and in transit to or from school or a school-sponsored activity, must be submitted to the school office and shall include:
    - (a) The written permission of the student's parent or guardian; and
    - (b) The written instruction from the prescriber for the administration of the medication to the student that includes:
      - (i) Name of the student;
      - (ii) Name of the medication;
      - (iii) Method of administration;
      - (iv) Dosage;
      - (v) Frequency of administration;
      - (vi) Other special instructions from the prescriber, if any; and
      - (vii) Signature of the prescriber.

The prescription medication is provided in the original prescription packaging by the student's parent or guardian. The prescription label prepared by a pharmacist at the direction of the prescriber, will be sufficient to meet this requirement if it contains the information listed in (i)-(vi) above.

- (2) A written request for designated personnel to administer nonprescription medication to a student must be submitted to the school office and is subject to the following:
- (a) The nonprescription medication is necessary for the student to remain in school;
  - (b) The nonprescription medication is:
    - (i) Provided in the original manufacturer's container by the student's parent or guardian; or
    - (ii) Is part of the public charter school's stock medication program in compliance with the Oregon Board of Pharmacy rules including OAR 855-035-0005.
  - (c) The written instruction and permission from the student's parent or guardian for the administration of the nonprescription medication<sup>5</sup> includes:
    - (i) Name of the student;
    - (ii) Name of the medication;
    - (iii) Method of administration;
    - (iv) Dosage;
    - (v) Frequency of administration;
    - (vi) Other special instructions, if any; and
    - (vii) Signature of the student's parent or guardian.

If the written instruction is not consistent with the manufacturer's guidelines for the nonprescription medication, the written instruction must also include a written order allowing the inconsistent administration signed by a prescriber.

- (d) If the nonprescription medication is not approved by the Food and Drug Administration (FDA), a written order from the student's prescriber is required and will include:
  - (i) Name of the student;
  - (ii) Name of the medication;
  - (iii) Dosage;
  - (iv) Method of administration;
  - (v) Frequency of administration;
  - (vi) A statement that the medication must be administered while the student is in school;
  - (vii) Other special instructions, if any; and
  - (viii) Signature of the prescriber.

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<sup>5</sup> For nonprescription medication that is not approved by the Food and Drug Administration (FDA), see requirements in 6.a.(2)(d).

- b. The administrator or designee will require an individualized health care plan or allergy plan be developed for every student with a need to manage asthma or a known life-threatening allergy. A plan will include protocols for preventing exposures to allergens and procedures for responding to life-threatening allergic responses, and include provisions for administering medication and/or responding to emergency situations while the student is in school, at a school-sponsored activity, under the supervision of school personnel, in a before-school or after-school care program on school-owned property and in transit to or from school or a school-sponsored activity;
- c. A student being administered a medication may be monitored by designated personnel to monitor the student's response to the medication;
- d. A determination will be made by the public charter school on if or when the student may self-carry prescription medication if the student has not been approved to self-administer medication;
- e. It is the student's parent or guardian's responsibility to ensure that an adequate amount of medication is on hand at the school for the duration of the student's need to take medication;
- f. It is the student's parent or guardian's responsibility to ensure that the school is informed in writing of any changes in medication instructions;
- g. In the event a student refuses medication, the parent or guardian will be notified immediately. No attempt will be made to administer medication to a student who refuses a medication;
- h. Any error in administration of a medication will be reported to the parent or guardian immediately and documented on a medication administration record. Errors include, but are not limited to, administering medication to the wrong student, administering the wrong medication, dose, frequency of administration or method of administration;
- i. Medication shall not be administered until the necessary permission form and written instructions have been submitted and received as required by the public charter school.

7. Administration of Medication by a Student to Themselves

- a. A student, including a student in grade K through 12 with asthma or severe allergies, may be permitted to administer prescription or nonprescription medication to themselves without assistance from designated personnel and is subject to the following:
  - (1) A student must demonstrate the ability, developmentally and behaviorally, to self-administer prescription medication and must have:
    - (a) The written permission from a parent or guardian and other documentation requested by the public charter school must be submitted for self-medication of all prescription medications;
    - (b) If the student has asthma or a severe allergy, a medication that is prescribed by a prescriber and a written treatment plan developed by a prescriber or other Oregon licensed health care professional for managing of the student's asthma, diabetes and/or severe allergy, and directs use by the student while the student is in school, at a school-sponsored activity, while under the supervision of school personnel, in a before-school or after-school care program on school-owned property and in transit to or from school or a school-sponsored activity. The prescriber will include acknowledgment that the student has been instructed in the correct and responsible use of the prescribed medication;
    - (c) The permission to self-administer the medication from a building administrator and a prescriber or registered nurse practicing in a public charter school setting.

- (2) A student must demonstrate the ability, developmentally and behaviorally, to self-administer nonprescription medication<sup>6</sup> and must have:
  - (a) The written permission of the student’s parent or guardian;
  - (b) The student’s name affixed to the manufacturer’s original container; and
  - (c) The permission to self-administer medication from a building administrator.
  
- (3) A student must demonstrate the ability, developmentally and behaviorally, to self-administer nonprescription medication that is not approved by the FDA and must have:
  - (a) The written permission of the student’s parent or guardian; and
  - (b) A written order from the student’s prescriber that includes:
    - (i) Name of the student;
    - (ii) Name of the medication;
    - (iii) Dosage;
    - (iv) Method of administration;
    - (v) Frequency of administration;
    - (vi) A statement that the medication must be administered while the student is in school, at a public charter school-sponsored activity, under the supervision of school personnel, or in transit to or from school- or district-sponsored activities;
    - (vii) Other special instructions, if any; and
    - (viii) Signature of the prescriber.
  
- b. A determination will be made by the public charter school on if or when the student may self-carry prescription medication if the student has not been approved to self-administer medication;
- c. A student may have in their possession only the amount of medication needed for that school day, except for manufacturer’s packaging that contains multiple dosage, the student may carry one package, such as, but not limited to, autoinjectable epinephrine or bronchodilators/inhalers;
- d. The sharing and/or borrowing by a student of any medication with another student is strictly prohibited<sup>[7]</sup>;
- e. The public charter school personnel will request backup medication, when the medication is to treat a student’s asthma or severe allergy emergency, from the student’s parent or guardian. Backup medication, if provided by a student’s parent or guardian, will be kept at the student’s school in a location to which the student has immediate access in the event the student has an asthma and/or severe allergy emergency;
- f. A student shall not administer medication to themselves until the necessary permission form and written instructions have been submitted as required by the public charter school;
- g. The permission for a student to administer medication to themselves may be revoked if the student does not responsibly self-administer the medication or abuses the use of the medication as determined by public charter school personnel;

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<sup>6</sup> For nonprescription medication that is not approved by the Food and Drug Administration (FDA), see requirements in 7.a.(3).

<sup>7</sup> [Except for short-acting opioid antagonists.]

- h. A student may be subject to discipline, up to and including expulsion, as appropriate for violations of these procedures;
  - i. A student permitted to administer medication to themselves may be monitored by designated personnel to monitor the student's response to the medication.
  - j. The public charter school allows the application of and use by students of nonprescription sunscreen, including sunscreen that contains para-aminobenzoic acid, without any required documentation from a licensed health care professional per ORS 339.874.
8. Handling, Monitoring and Safe Storage of Medication Supplies for Administration of Medication
- a. Any medication must be delivered to the school in its original manufacturer's or current prescription container, accompanied by the permission form and written instructions, as required above.
  - b. Prescription medication must always be the most current prescription and kept in the original, labeled container.
  - c. Nonprescription medication must be kept in original manufacturer's bottle or box.
  - d. Never administer medication sent to school in unlabeled containers.
  - e. Never repackage medication into a plastic bag or other container for any reason.
  - f. Medication in any form categorized as a sedative, stimulant, anti-convulsive, narcotic analgesic or psychotropic medication will be counted or measured by designated personnel or parent or guardian in the presence of another public charter school employee upon receipt and initialed by the two individuals who counted or witnessed the procedure, documented in the student's medication administration record (MAR) and routinely monitored during storage and administration. Any discrepancies will be reported to the school nurse or administrator immediately and documented in the student's MAR. For such medication not in capsule or tablet form, standard measuring and monitoring procedures will apply.
  - g. Designated personnel will follow the written instructions of the prescriber and the student's parent or guardian, and training guidelines as may be recommended by ODE for administering all forms of prescription and/or nonprescription medications.
  - h. Medication will be secured as follows:
    - (1) Nonrefrigerated medications will be stored in a locked cabinet, drawer or box in a secure area;
    - (2) Medications requiring refrigeration will be stored in a locked box in a refrigerator or in a separate refrigerator used solely for the storage of medication in a secure area;
    - (3) Access to medication storage keys will be limited to the administrator and designated personnel.
  - i. Designated personnel will be responsible for monitoring all medication supplies and for ensuring medication is secure at all times, not left unattended after administering and that the medication container is properly sealed and returned to storage.
  - j. When medication is running low or an inadequate dosage is on hand to administer the medication, the designated personnel will notify the student's parent or guardian immediately.
9. Emergency Response
- a. Designated personnel will immediately call 911 or other appropriate emergency medical response systems and administer first aid, as necessary, in the event of life-threatening side effects and allergic reactions, including the administration of epinephrine. The parent or guardian, school nurse and administrator will be notified immediately.

- b. Adverse reactions which result from school-administered medication or from student self-medication will be reported to the parent or guardian immediately.
- c. Any available public charter school staff will immediately call 911 and the student's parent or guardian if the designated personnel believes the student is experiencing symptoms of adrenal crisis and plans to administer medication.
- d. Any available staff will immediately call 911 when a short-acting opioid antagonist is administered to any student or other individual on public charter school premises.

## 10. Disposal of Medications

- a. Medication not picked up by the student's parent or guardian, at the end of the school year or within five school days of the end of the medication period, whichever is earlier, will be disposed of by designated personnel in the presence of another school employee. The medication may be disposed through a designated drug take-back collection program or in a nonrecoverable fashion as follows:
  - (1) Medication will be removed from its original container and personal information will be destroyed;
  - (2) Mix with an undesirable substance, e.g., coffee grounds, used cat litter;
  - (3) Place in a plastic bag or other sealable container, e.g., such as an empty plastic container; and
  - (4) Place the sealed container with the mixture in the trash as close to garbage pickup time as possible, to prevent theft and misuse.
- b. Prescriptions will never be flushed down the toilet or drain or burnt with other waste.
- c. Sharps and glass will be disposed of in accordance with state guidelines.
- d. All medication will be disposed of by designated personnel following DEQ guidelines and documented on the student's MAR as described below.

## 11. Transcribing, Recording and Record Keeping

- a. A medication administration record (MAR) will be maintained for each student administered medication by the public charter school. The MAR will be in paper<sup>8</sup> or electronic form and will include, but not be limited to:
  - (1) The full name of the student, date of birth, name of medication, dosage, method of administration, date and time of administration, frequency of administration and the name of the person administering the medication;
  - (2) Student refusals of medication;
  - (3) Errors in administration of medication;
  - (4) Incidents of emergency and minor adverse reaction by a student to medication;
  - (5) Discrepancies in medication supply;
  - (6) Disposal of medication including date, quantity, manner in which the medication was destroyed and the signature of the staff involved.
- b. A MAR for medication administered as part of an IEP goal should be maintained in the IEP record at the end of each school year.

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<sup>8</sup> If a paper record is kept, the record will be documented in blue or black ink, and never in pencil or with use of white-out.

- c. All records relating to administration of medications, including permissions and written instructions, will be maintained. Records will be retained in accordance with applicable provisions of OAR 166-400-0010(17) and OAR 166-400-0060(29).
- d. All records relating to the training of designated public charter school personnel will be maintained by the school in accordance with applicable provisions of OAR 166-400-0010.
- e. Student health information will be kept confidential. Access shall be limited to those designated personnel authorized to administer medication to students, the student and their parent or guardian. Information may be shared with school personnel with a legitimate educational interest in the student or others authorized by the parent or guardian in writing or others as allowed under state and federal law.

### **Non-liability Provisions for Administration of Prescription and Nonprescription Medications and Short-Acting Opioid Antagonists**

A school administrator, teacher or other school employee designated by the school administrator is not liable in a criminal action or for civil damages as a result of the administration of nonprescription medication, if the school administrator, teacher or other school employee in good faith administers nonprescription medication to a student pursuant to written permission and instructions of the student's parents or guardian.

A school administrator, teacher or other school employee designated by the school administrator is not liable in a criminal action or for civil damages as a result of the administration of prescription medication, if the school administrator, teacher or other school employee in compliance with the instructions of a physician, physician assistant, nurse practitioner, naturopathic physician or clinical nurse specialist, in good faith administers prescription medication to a student pursuant to written permission and instructions of the student's parents or guardian.

A person may not maintain an action for injury, death or loss that results from acts or omissions of a school administrator, teacher or other school employee during the administration of a short-acting opioid antagonist unless it is alleged and proved by the complaining party that the school administrator, teacher or other school employee was grossly negligent in administering the short-acting opioid antagonist unless other conditions exist and which are outlined in Oregon law in ORS 339.870.

The civil and criminal immunities provided for above do not apply to an act or omission accounting to gross negligence or willful and wanton misconduct.

### **Non-Liability Provisions for Self-Administration and Autoinjectable Epinephrine**

A school administrator, school nurse, teacher or other school employee designated by the school administrator is not liable in a criminal action or for civil damages as a result of a student's self-administration of medication, as described in ORS 339.866, if the school administrator, school nurse, teacher or other school employee, in compliance with the instructions of the student's Oregon licensed health care professional, in good faith assists the student's self-administration of the medication, if the medication is available to the student pursuant to written permission and instructions of the student's parent, guardian or Oregon licensed health care professional.

A school administrator, school nurse, teacher or other school employee designated by the school administrator is not liable in a criminal action or for civil damages as a result of the use of medication if the school administrator, school nurse, teacher or other school employee in good faith administers autoinjectable epinephrine to a student or other individual with a severe allergy who is unable to self-

administer the medication regardless of whether the student or individual has a prescription for epinephrine.

The public charter school and the members of a school Board are not liable in a criminal action or for civil damages as a result of the use of medication if any person in good faith administers autoinjectable epinephrine to a student or other individual with a severe allergy who is unable to self-administer the medication, regardless of whether the student or individual has a prescription for epinephrine; and the person administered the autoinjectable epinephrine on school premises, including at a school, on school property under the jurisdiction of the school or at an activity under the jurisdiction of the school.

The civil and criminal immunities described above (which are identified in ORS 339.871) do not apply to an act or omission to gross negligence or willful and wanton misconduct.

# Eddyville Charter School Policy

Code: GCBDC/GDBDC-AR  
Revised/Reviewed: 02/19/2025

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

When the need for the leave may be anticipated, a written request for leave under Oregon Revised Statute (ORS) 659A.270 - 659A.285 shall be made at least 30 days prior to the date the requested leave is to begin unless giving advance notice is not feasible. When it is not feasible, oral or written notice as soon as practical is allowed.

PLEASE PRINT

Name of employee \_\_\_\_\_

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

Effective Date of the Leave \_\_\_\_\_

Status:  Full-time  Part-time  Temporary Hire Date \_\_\_\_\_

The requested leave is for:

- Myself
- A minor child or dependent for which I am a parent or guardian

The leave is for:

- To seek legal or law enforcement assistance or remedies to ensure the health and safety of the eligible employee or the eligible employee's minor child or dependent, including preparing for and participating in protective order proceedings or other civil or criminal legal proceedings related to domestic violence, harassment, sexual assault, bias, or stalking.
- To seek medical treatment for or to recover from injuries caused by domestic violence or sexual assault to, harassment or stalking of or the commission of a bias crime against the eligible employee or the eligible employee's minor child or dependent.
- To obtain, or to assist the eligible employee's minor child or dependent in obtaining counseling from a licensed mental health professional related to an experience of domestic violence, harassment, sexual assault, bias, or stalking.
- To obtain services from a victim services provider for the eligible employee or the eligible employee's minor child or dependent.
- To relocate<sup>1</sup> or take steps to secure an existing home to ensure the health and safety of the eligible employee or the eligible employee's minor child or dependent.

The following has been provided to certify the need for the requested leave:

<sup>1</sup> "Relocate" is described in OAR 839-009-0345 (5).

- A copy of a report from law enforcement indicating that myself or my minor child or dependent is a victim of domestic violence, harassment, sexual assault, bias, or stalking.
- A copy of a protective order or other evidence from a court, administrative agency or attorney that I or my minor child or dependent appeared in or is preparing for a civil or criminal administrative proceeding related to domestic violence, harassment, sexual assault, bias, or stalking.
- Documentation from an attorney, law enforcement officer, health care professional, licensed mental health professional or counselor, member of the clergy, employee of the Department of Justice division providing victim or survivor services or victim services provider that I or my minor child or dependent is receiving services.

I understand I may use any accrued paid leave, including sick leave, vacation leave or any other paid leave that is offered by the public charter school in the order specified by the school agreement.

If my request for a leave is approved, I understand that without an authorized extension when the need for an extension could be anticipated, I must report to duty on the first workday following the date my leave is scheduled to end. I understand if I am unable to return to work following the period of authorized leave I will notify the public charter school as soon as practical and provide any required information which will allow the school to determine my eligibility for an extension of leave.

I authorize the public charter school to deduct from my paychecks or seek to recover any amounts paid for insurance coverage by the school on my behalf which remain unpaid after my leave, consistent with state law.

Signature of employee: \_\_\_\_\_ Date: \_\_\_\_\_