Alsea School Board Meeting

Thursday, November 16, 2023 7:00 PM
Alsea School Library, 301 South 3rd Street, Alsea, OR 97324

1. **Call to Order**
   a. Flag Salute
   b. Approval of Agenda
2. **Executive Session**
   - **To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed. (ORS 192.660(2)(h))**
3. **Consent Agenda**
   a. Approval of Minutes - October 12, 2023

Alsea School Board Meeting
Thursday, October 12, 2023
Regular meeting 7:00 PM
Alsea School Library

Alsea School District 7J 301 South
3rd Street
Alsea, OR 97324
541.487.4305

Board members present - Risteen Follett, Soren Rounds, Jamie Olsen, Russ Ceperich
Board members absent - Deb Lindberg, excused absence
Staff present - Krista Nieraeth, Lora Nickle, and Nathan Roberts
Also present in person and online: patrons, employees, and association representatives

1. **Call to Order**
   1.1. Flag Salute - 7:01 PM
   1.2. Approval of Agenda - agenda approved as presented.
2. **Consent Agenda**
   2.1. Approval of Minutes - September 14, 2023 - 4-0 vote
   2.2. Approval of Minutes - September 20, 2023 - 4-0 vote
   2.3. Accept Resignation- Michelle Morimoto, Speech Pathologist - 4-0 vote
   2.4. Approve Hire - Jamie Amador, WLA Bus Driver - 4-0 vote
   2.5. Approve Hire - Peter Martindale - 4-0 vote
   2.6. Approve Hire - Paul Owen - 4-0 vote
   Jamie Olsen approved the consent agenda as presented. Soren Rounds seconded. Motion passed 4-0.
3. **Patron Comments**
   The Alsea School Board of Directors values the opinions and input of students, staff, parents, and community members. Although board meetings are held in public, they are not meetings of the public. Please keep your comments to 3 minutes or less. If you intend to speak to the board this evening, you will need to fill out one of the blue comment cards and hand it to the Board Secretary, Lora Nickle. Public comments may also be made via Zoom. If you intend to speak via Zoom, please put your name in the comments so that the board chair can call on you. Before you begin your comments, please state your name and if you are speaking for an organization, please state that organization. For more information about public comments at a board meeting, please see Alsea School District Policy BDDH.
4. **Reports**
   4.1. Superintendent Report
   The audit for the Food Service yesterday went really well. We have five things that need to be fixed. Our Wellness Program, Non-discrimination Policy on menus etc. , Don Staehely is continuing work on the annual financial audit. This information will be shared with you at the December board meeting. Transportation audit with WLA. Mr. Rothenberger and Ms. Nieraeth have completed the pre-audit due in November.
   The Division 22 standards that will be presented tonight are the evaluation and support system. Mr. Elbers has been making sure that the fences and gates are working. Exterior doors will be replaced in groups of four. We did receive our $75k for the ESSR Grant. Mr. Elbers is coordinating an asbestos inspection. Data systems are being put into place to present to the board in the future. Ms Nieraeth reported that she has been attending VSEA meetings as well as the OSBA Legislative Roadshow, trying to get Alsea's name out there.
   Interdistrict transfers are about 50/50 this year. Attendance since school started is only about 65% of our students attending at 90% or above.
   I-ready and OSAT tests tell us that we need to work on comprehension. Teachers have professional development with I-Ready tomorrow. Reading data is 8% of green, mid or above grade level. 15% of yellow is a grade below. Red is two grade levels below. Results will be given to parents during parent-teacher conferences. Math data can be implemented into Science, Geometry and Shop. The second diagnostic will be done again in January. Lastly data was presented to you when she presented the Integrated Guidance. This data now includes the 2022-23 SY.
   4.2. K-6 Brick and Mortar Principal Report - Ms. Nieraeth
   Ms. Nieraeth has been really impressed with the elementary. The students and teachers have been working

really hard and working on some great things.. Third grade has been working on tribes in Oregon. They have songs they sing about different cultures. Second grade, Ms. Olsen,'s class has been working on nature and Ms. Olsen has been showing students nests she is collecting. We have two major field trips coming up. K-3 is going to Davis Family Farm on Tuesday, October 24th. 4-6 Mr. Roberts wife reached out to these teachers and they are going to learn about salmon and water on November 2nd.

4.3. Learn at Home K-5 Principal Report - Ms. Shunk

Ms Shunk reported, just like Ms Nieraeth they have been looking at the data from the IReady to see where their students lie and what they need to adjust to make them successful. She gave a big thank you to Kayla Wilson who did the DIBELS testing on all of the LaHO students. Our program is unique in that students interact with each other and their teachers. They are doing really well navigating their curriculum. K-3 is diving into Open Court to enrich their reading program. Mr Rothernberger was gracious enough to extend the invitation for LaHO students to attend the OSU basketball game with the Alsea building students. They are all very excited.

4.4. 7-12 Brick and Mortar Principal Report - Mr Rothenberger

Ms Nieraeth took a moment to say that Homecoming week has been exceptional! It has been so much fun watching the students and staff participate in activities. November 29th is the OSU game. K-8 as well as any other LaHO students and staff who are able to attend. Science, math and english. Art. Algebra 2. Athletics… Volleyball will finish 3rd. Football is undefeated. MS volleyball has only 2 losses this year. Football suffered their first loss last week against Mohawk. Transportation …. WLA has been working really hard increasing their routes from 4 to

4.5. Business Manager Report - Mr. Staehely

Mr Staehley reported that the financials are from 2022 and projected through 2025. ADMw is with special programs, ELL, Special Ed. etc. … we are projecting 661. However this year we are less than what was projected. We are looking at about 400. This will correlate to a $2m reduction in funds so that we can plan for the next two years. E-rate is a special revenue. Currently we will have resources at about $1m more. athletics you have a resolution to bring those funds back into the general fund. Special revenues include the Grant funds. He listed the end date as well as the balance of each one. He has done the claim for the 3rd quarter already. Debt services. Taxes will be coming in during October and November. Capital projects are there to use for building improvements as needed.

4.6. Bond Update - Chris and Nancy Giggy

Highlights, multiple pieces electrical and HVAC is continuing to move along with completion expected to be by the end of November. The switch will be towards the end of April. A majority of this work will be done after school is out with completion anticipated by the end of June. The final design plans are about done. There will be one more meeting coming up with bidding to go out mid November. Contractor selection: four companies responded. Chris is familiar with all of them and they are starting to collect bids. CTE building is coming in very close to the budgeted amount. Seismic Grant application is in process. We will be looking for 3-4 letters of support hopefully from the board, the fire department etc. Risteen thank them for all of their hard work as well as from staff and community.

4.7. Enrollment Report

We have enrolled an additional seven students since October 1st. This is information that we will continue to report to you on a monthly basis.

5. **New Business - Ms. Nieraeth**

5.1. Division 22 Standards

Ms. Nieraeth presented the Division 22 Standards compliance report. These guidelines are for every school in the state so that we all have the same base to work with. We do have to post the Division 22 Standards Assurances on our district website. Then we have to submit the assurances to ODE. For areas that we are out of compliance we will write a letter of corrective action. This must be completed by the beginning of each school year. If a district fails to come back into compliance the ODE may withhold a portion of the district's State School Fund. K-5 PE increase of time has been implemented. Evaluation system has been implemented. New to 2023-24 581-02308 Agreements Enter Into with Voluntary Organizations. This requires the adoption of policy governing participation in voluntary organization that administers interscholastic activities. 581-022-0107 Operational Plans (not a new requirement) school districts and public charter schools must periodically submit to the Department a

plan for operation during the 2023-24 school year. Division 22 Standards for compliance includes; MS PE, Required Instructional Time, TAG Program, Assessment and Reporting, SPED and TAG requirements, Policies - Diploma Types, Every Studet Belongs, Child Abuse, Suicide Prevention Plan, we are all compliant.

5.2. Type 20 Bus Approval - Resolution 24-03
Buses sold to Kings Valley put $168k into our bus reserve. With being short drivers this will help with transporting teams to sporting events. Jamie Olsen motioned to approve the , Soren Rounds seconded. This resolution is to move the funds. Jamie Olsen made a modification to her motion, to move the funds and purchase a Type 20 bus. Russ Ceperich seconded. Motion passed 4-0.

5.3. Athletic Fund - Resolution 24-04 - Mr. Staehely, resolution to move the athletic funds back under general funds. Russ Ceperich motioned to approve moving the athletic funds back to general funds . Soren Rounds seconded. Motion passed 4-0

5.4. Alsea Education Association and Alsea SD MOU
Ms. Nieraeth gave a brief overview of the MOU. She is recommending for this year only give $500 to teachers with 5-9 years of experience, $1000 for 10-19 years, $1500 for 20-29 and anything over 30 years would be $2000. Russ Ceperich motioned to accept the recommended bonuses. Soren Rounds seconded. Motion passed 4-0.

5.5. Roll call procedure -
Risteen Follett and Soren Rounds discussed the way roll call is currently handled. To avoid potential conflict of interest they propose that Lora Nickle take the roll call. to avoid any issues. Soren Rounds motioned to adjust the roll call procedure to have the Executive Secretary take the roll call after a motion. Jamie Olsen seconded. Motion passed 4-0

6. **Old Business**
   None

7. **First Reading**
   7.1. BD/BDA - Board Meetings
   7.2. EFA - Local Wellness Policy, required to have a school lunch program.
   7.3. EFAA-AR Reimbursable Meals - AR clarifies how we get reimbursed.
   7.4. GCBDA/GDBDA - Family Leave (version 2)
   7.5. GCBDA/GDBDA-AR - Family Leave (version 2)
   7.6. GCBDF/GDBDF - Paid Medical leave insurance (version 1)
   7.7. GCBDF/GDBDF-AR - Paid Medical leave insurance (version 1)
   7.8. LBEA - Resident Student Denial for Virtual Public Charter Attendance

8. **Second Reading**
   None

9. **Board Comments**
   Russ Ceperich commented on the open house, the turn out and that it was really nice to see what the kids are doing. Ms. Nieraeth added that we are already planning something for December. Risteen Follett wished the football team good luck tomorrow night for homecoming.

10. **Future Agenda Items**
    None

11. **Key Dates**
    October 13, Teacher Work Day
    October 27, End of First Quarter - Teacher Work Day
    November 9-11, OSBA Statewide Convention - Portland

15. **Adjournment** - 8:58

School Board Chair	Date
Superintendent	Date

b. Approval of Minutes - October 18, 2023

Alsea School Board Meeting
Thursday, October 18, 2023
Work Session 6:00 PM
Alsea School Library

Alsea School District 7J 301 South
3rd Street
Alsea, OR 97324
541.487.4305

Board members present - Risteen Follett, Soren Rounds, Deb Lindberg, Jamie Olsen, Russ Ceperich
Board members absent - None
Staff present - Krista Nieraeth, Lora Nickle
Also present in person and online: patrons, employees, and association representatives

1. **Call to Order**
   1.1. Flag Salute - 6:03 PM
   1.2. Approval of Agenda - agenda approved with the addition of December Special meeting for Self Assessment.

2. **Reports**
   4.1. Superintendent Goals Report
   Ms. Nieraeth presented three goals to the board. She stated that she thought about these goals in the sense of making them goals that would continue for more than just this year.

   Goal 1: Foster effective and open communication and partnership between the school, community, and education and agency partners. She stated that she is working hard on creating foundational goals. What are things we are already doing? Begin implementing systems. This goal will take 2-3 years to be fully put into place.

   Goal 2: Promote ongoing academic and social emotional success and growth.
   Provide high quality development for staff. If we want staff to grow I want staff to increase their capacity. We need
   to give them opportunities for professional development. Which means when Ms Nieraeth is looking at the budget she needs to make sure that funding is there. As well as does it fit with our goals?

   Goal 3: Increase organizational effectiveness, efficiency, and accountability.
   Discussion from the board. Russ Ceperich asked about professional development and how we keep staff here. Ms. Nieraeth said that she feels the way that we do that is to focus on the kids, not the chaos. She feels that they will want to come to school everyday when they know it is predictable, constant and safe. She wants staff to go to professional development that they want to go to not what she wants them to go to. She is creating a culture where staff feel valued for what they are doing and how they want to grow. Building a culture focused on students and increasing their capacity to be great learners. Looking at our data to improve student learning and giving the teachers the tools they need to do their job effectively.
   Soren Rounds asked how do they even begin to measure these goals. Ms. Nieraeth talked about the i-Ready data being done on a consistent basis. RTI is that being done with students on a regular basis. Also, done through consistent communication at an interval that the School Board determines. Monthly, bi-monthly etc.
   Russ Ceperich suggested these are some of the things that should be set in the board goal meeting in December. The great part about this conversation is that we are wanting to be better and grow better to create that culture that staff and families want to be a part of.
   Jamie Olsen commented that an area of improvement would be communication home to parents and students. For example having an FFA program now available. Where does that responsibility lie? Updating the school website and making it more readable.
   Risteen Follett talked about cleaning up some areas. i.e. consistency what does that look like? Promote school activities through another medium. Jamie also said that we need to promote academic success. We should be putting out student of the month, honor roll etc. If we can keep the calendar updated so that parents and the community know this to be our truth. Ms. Nieraeth asked if for the first year we could promote school activities and academics through a different media? Then you can give some measurable feedback. What is the one thing that we always do? And then work on keeping the calendar up to date or other areas of communication. A big goal is redoing our District Website making it more user friendly. We are also working on getting an effective online system for emailing, texting communication systems in place to notify parents.

Risteen Follett asked the board members if there are any objections to voting on it this evening with the additions recommended? Soren Rounds said that he would like to have it at least mentioned at the next board meeting. Deb Lindberg motioned to accept the Superintendent Goals. Russ Ceperich seconded. Vote: Jamie Olsen yes. Soren Rounds, yes. Risteen Follett, yes. Deb Lindberg, yes. Russ Ceperich, yes. All in favor. Motion passed unanimously.

Last item of business, Risteen Follett is to set a date for the School Board - Self Assessment Workshop. Lora Nickle will get possible dates from Vincent Adams and email the Board.

15. **Adjournment** - 8:57

_____ _____

School Board Chair Date Superintendent Date

c. Approve Hire - Melissa Yeo, LaHO Teacher

d. Approve Hire - Angela Jacobsen, Alsea Sub Bus Driver

4. **Patron Comments:**

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5. **Reports**

a. Superintendent Report - Ms Nieraeth

i. Superintendent Goals 23-24

ALSEA SCHOOL DISTRICT 7J

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

2023 – 2024 Superintendent Goals

Goal 1: **Foster effective and open communication and partnership between the school, community, and education and agency partners**

- Serve as a visible representative of the District in the community, county, and region.
- Promote school activities and academics through different media.
- Provide consistent communication with School Board, staff, families, business, and community members.
- Provide monthly updates to the community regarding bond progress and facility improvements.
- Explore opportunities for school/community partnerships.

Goal 2: **Promote ongoing academic and social emotional success and growth.**

- Begin building and implementing systems that will result in an increase in the number of students who meet benchmarks for academic content standards.
- Begin building and implementing systems that will result in an increased student engagement in school; decrease student chronic absenteeism.
- Provide high quality professional development for staff.
- Partner with the Center for High School Success (CHSS), through LBL Strategic Partnerships, to monitor and adjust for students on-track to graduation.

Goal 3: **Increase organizational effectiveness, efficiency, and accountability.**

- Review and update board policies and administrative regulations as required.
- Update and implement employee and student handbooks.
- Implement with fidelity teacher and classified evaluation system.
- Review and look for better efficiencies and procedures in all district departments.

ii. Superintendent November Report

Alsea School District

November Meeting Board Report

Krista Nieraeth, Superintendent and Special Education Director

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1. **Title Budget Narratives - ODE**

   All Title Grant Budget Narratives have been submitted to and approved by ODE for this year. Currently, Alsea is considered a Title I Targeted Assistance School, which means our Title I plan has to address how we will spend the money to target SPECIFIC students who qualify for services. Based on the data we are seeing and historical data, I believe this money can be better spent if we change our status to a Schoolwide Plan, which will allow us to spend money in a broader way to provide services and materials to all students to help with growth. Mrs. Shunk and I will be working on submitting a plan to support the change to the schoolwide status.

2. **SIA Annual Report**

   I will be presenting the SIA Annual Report to the board this meeting. This report is for the 2022 – 2023 school year. This is a requirement of ODE that annual progress is presented to the board by and a financial report completed and submitted to ODE by November 30th.

3. **Integrated Guidance**

   ODE returned with their reply and would like some clarification on parts of our grant application. I'm currently working on the district's reply with the ESD to resubmit and move to the next stage of the process, which is setting Longitudinal Growth Targets with ODE.

4. **Facilities and Bond**

   The facilities department is continuing to work on completing the bathroom, which we are still waiting on permits. We are putting up temporary fencing around the foundation of the CTE building to ensure continued safety. The work on the bond will wrap up this month with the installing of the hallway fresh air units. When that is completed, work will stop until next spring.

   The seismic grant will be submitted to the state in December. We will be eligible for another around of the TAP grant in 2024 to work on projects that aren't covered by this seismic grant, if we get it.

5. **Synergy Implementation**

   The district is still working on successfully implementing the Synergy SIS system. There were issues with set up, as the ESD threw in all options this year. Progress reports were sent out this week, as there were issues with the setup and how grades were put into the system and ran into a progress report. The district will work through the system and adjust with the ESD to ensure that our system fits the needs of our staff and family.

iii. October Attendance

Through 11/6/2023

Regular Attenders

Grade	Enrollment #	% of Total
KG	21	42.86%
1st	43	81.40%
2nd	38	71.05%
3rd	32	75.00%
4th	26	61.54%
5th	26	50.00%
6th	13	61.54%
7th	20	70.00%
8th	13	69.23%
9th	24	70.83%
10th	12	66.67%
11th	14	57.14%
12th	13	69.23%

iv. Alsea SD State Report Card

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OREGON AT-A-GLANCE DISTRICT PROFILE

Alsea SD 7J

SUPERINTENDENT: Krista Nieraeth | 301 S Third, Alsea 97324 | 541-487-4305

2022-23

Students We Serve

419
Student Enrollment

DEMOGRAPHICS

American Indian/Alaska Native	
Students	1%
Teachers	0%
Asian	
Students	<1%
Teachers	0%
Black/African American	
Students	2%
Teachers	0%
Hispanic/Latino	
Students	14%
Teachers	0%
Multiracial	
Students	11%
Teachers	5%
Native Hawaiian/Pacific Islander	
Students	1%
Teachers	3%
White	
Students	71%
Teachers	93%

<5% Ever English Learners

9 Languages Spoken

19% Students with Disabilities

42% Mobile Students

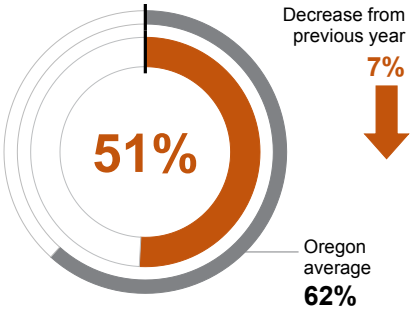
26% Free/ Reduced Price Lunch

*<10 students or data unavailable

District Environment

REGULAR ATTENDERS

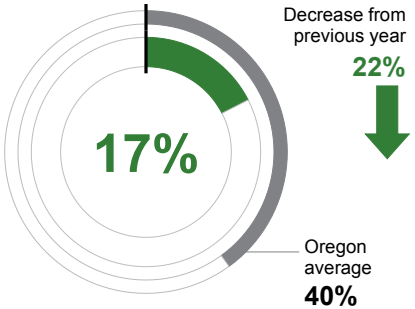
Students who attended more than 90% of their enrolled school days.



Academic Success

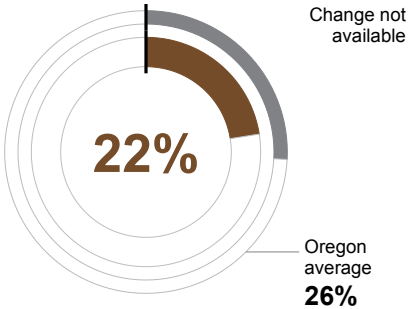
Grade 3 ENGLISH LANGUAGE ARTS

Students meeting state grade-level expectations.



Grade 8 MATHEMATICS

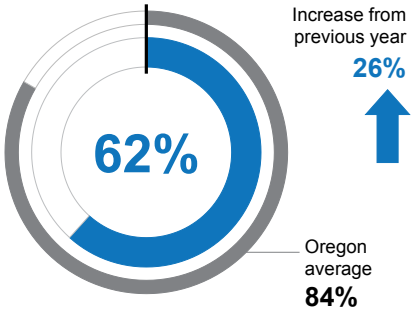
Students meeting state grade-level expectations.



High School Success

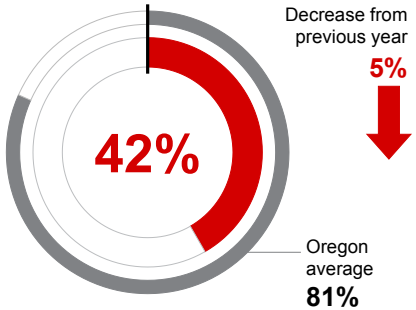
ON-TRACK TO GRADUATE

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



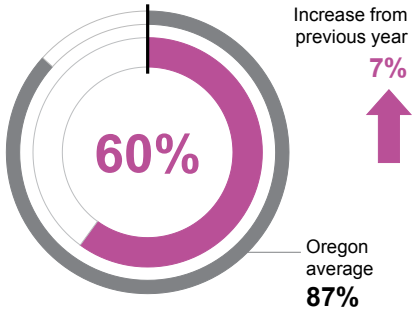
ON-TIME GRADUATION

*Students earning a diploma within four years. Cohort includes students who were first-time ninth graders in 2018-19 graduating in **2021-22**.*



FIVE-YEAR COMPLETION

*Students earning a high school diploma or GED within five years. Cohort Includes students who were first-time ninth graders in 2017-18 finishing in **2021-22**.*



District Goals

Student Achievement Increase MS/HS student retention through: Athletic Programs, Student Accountability, Staff professional development, Dual Credit/CTE/College and Career opportunities/Expanded CTE options. Technology/Infrastructure Continue to prepare our school for further student enrollment growth. Wireless Bandwidth expansion. Fiscal Responsibility to drive strategic facility improvements. Community Relations/Transparency increase visibility and transparency of school communication avenues.

State Goals

The Oregon Department of Education is partnering with school districts and local communities to ensure a 90% on-time, four year graduation rate by 2027. To progress toward this goal, the state will prioritize efforts to improve attendance, provide a well-rounded education, invest in implementing culturally responsive practices, and promote continuous improvement to close opportunity and achievement gaps for historically and currently underserved students.

District Website: www.alsea.k12.or.us

Eligibility for Free/Reduced Price Lunch expanded in 2020-21, for more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

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OREGON AT-A-GLANCE DISTRICT PROFILE CONTINUED

Alsea SD 7J

2022-23

Outcomes

Our Staff (rounded FTE)

6 Administrators

34 Teachers

24 Educational assistants

<1 Counselors

0 Social Workers

0 Licensed Librarians

<1 Psychologists

69% % of licensed teachers with more than 3 years of experience

	REGULAR ATTENDERS	Grade 3 ENGLISH LANGUAGE ARTS	Grade 8 MATHEMATICS
American Indian/Alaska Native	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Asian	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Black/African American	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Hispanic/Latino	48%	<10 students or data unavailable	<10 students or data unavailable
Multiracial	67%	<10 students or data unavailable	<10 students or data unavailable
Native Hawaiian/Pacific Islander	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
White	49%	21%	11%
Free/Reduced Price Lunch	51%	17%	22%
Ever English Learner	50%	<10 students or data unavailable	<10 students or data unavailable
Students with Disabilities	53%	<10 students or data unavailable	<10 students or data unavailable
Migrant	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Homeless	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Students in Foster Care	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Military Connected	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Talented and Gifted	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Female	50%	<10 students or data unavailable	<10 students or data unavailable
Male	51%	20%	29%
Non-Binary	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable

	ON-TRACK TO GRADUATE	ON-TIME GRADUATION	FIVE-YEAR COMPLETION
American Indian/Alaska Native	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Asian	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Black/African American	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Hispanic/Latino	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Multiracial	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Native Hawaiian/Pacific Islander	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
White	73%	41%	60%
Free/Reduced Price Lunch	62%	42%	74%
Ever English Learner	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Students with Disabilities	<10 students or data unavailable	25%	<10 students or data unavailable
Migrant	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Homeless	<10 students or data unavailable	42%	<10 students or data unavailable
Students in Foster Care	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Military Connected	<10 students or data unavailable	Coming in 2023-24	Coming in 2023-24
Talented and Gifted	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Female	<10 students or data unavailable	36%	65%
Male	<10 students or data unavailable	47%	53%
Non-Binary	<10 students or data unavailable	<10 students or data unavailable	Coming in 2023-24

Data are suppressed to protect confidential student information.

Seismic Safety: http://www.oregongeology.org/sub/projects/rvs/activity-updates/status.html

OREGON DEPARTMENT OF EDUCATION

Oregon achieves . . . together!

OREGON AT-A-GLANCE SCHOOL PROFILE

Alsea Charter School

PRINCIPAL: Sean Gallagher | GRADES: K-12 | 301 S Third, Alsea 97324 | 541-487-4305

2022-23

Students We Serve

419
Student Enrollment

DEMOGRAPHICS

American Indian/Alaska Native	
Students	1%
Teachers	0%
Asian	
Students	<1%
Teachers	0%
Black/African American	
Students	2%
Teachers	0%
Hispanic/Latino	
Students	14%
Teachers	0%
Multiracial	
Students	11%
Teachers	0%
Native Hawaiian/Pacific Islander	
Students	1%
Teachers	0%
White	
Students	71%
Teachers	100%

<5% Ever English Learners

9 Languages Spoken

19% Students with Disabilities

82% Required Childhood Vaccinations

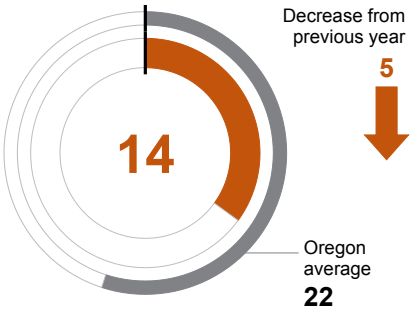
>95% Free/ Reduced Price Lunch

*<10 students or data unavailable

School Environment

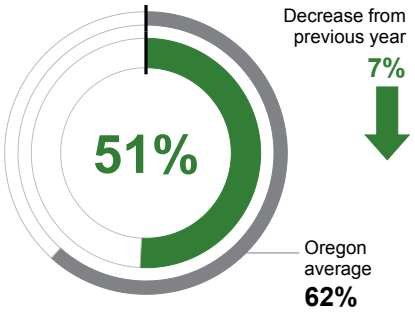
CLASS SIZE

Median size of classes in core subjects.



REGULAR ATTENDERS

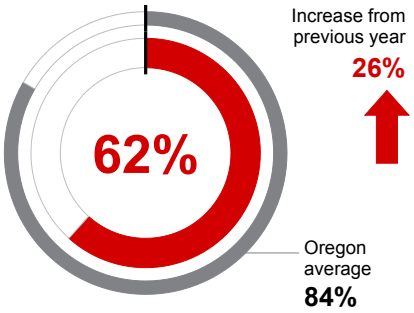
Students who attended more than 90% of their enrolled school days.



Academic Progress

ON-TRACK TO GRADUATE

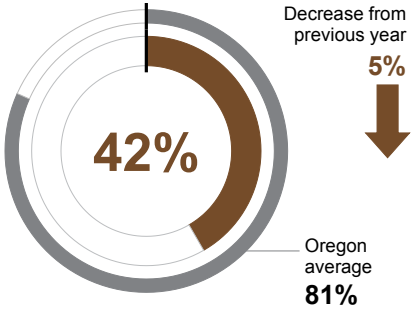
Students earning one-quarter of graduation credits in their 9th grade year.



Academic Success

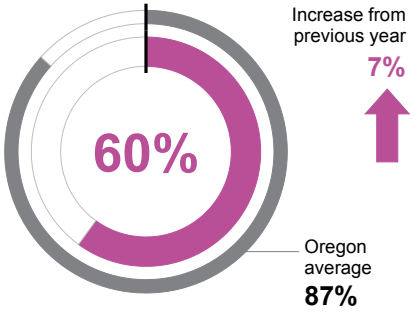
ON-TIME GRADUATION

*Students earning a diploma within four years. Cohort includes students who were first-time ninth graders in 2018-19 graduating in **2021-22**.*



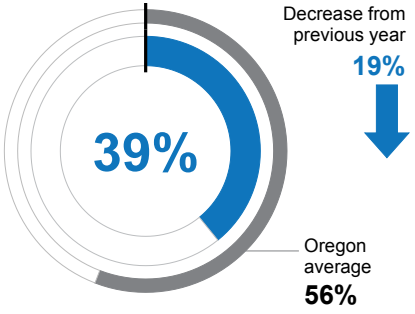
FIVE-YEAR COMPLETION

*Students earning a high school diploma or GED within five years. Cohort Includes students who were first-time ninth graders in 2017-18 finishing in **2021-22**.*



COLLEGE GOING

*Students enrolling in a two or four year college within 16 months of completing high school in **2020-21**. Data from the National Student Clearinghouse.*



School Goals

Student Achievement Increase MS/HS student retention through: Athletic Programs, Student Accountability, Staff professional development, Dual Credit/CTE/College and Career opportunities/Expanded CTE options. Technology/Infrastructure Continue to prepare our school for further student enrollment growth. Wireless Bandwidth expansion. Fiscal Responsibility To drive strategic facility improvements. Community Relations/Transparency To increase visibility and transparency of school communication avenues.

State Goals

The Oregon Department of Education is partnering with school districts and local communities to ensure a 90% on-time, four year graduation rate by 2027. To progress toward this goal, the state will prioritize efforts to improve attendance, provide a well-rounded education, invest in implementing culturally responsive practices, and promote continuous improvement to close opportunity and achievement gaps for historically and currently underserved students.

Safe & Welcoming Environment

Our goal at ACS is to ensure every student is treated with respect in a caring environment. Our staff takes the time to listen and learn about each of our students. We work as a team to make sure each student has what they need to feel safe in their learning environment. The students are supported not only by their teachers but by all staff.

School Website: alsea.k12.or.us

Eligibility for Free/Reduced Price Lunch expanded in 2020-21, for more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

OREGON DEPARTMENT OF EDUCATION

Oregon achieves . . . together!

OREGON AT-A-GLANCE SCHOOL PROFILE CONTINUED

Alsea Charter School

2022-23

Our Staff (rounded FTE)

0 Teachers

0 Educational assistants

0 Counselors/ Psychologists/ Social Workers

69% Average teacher retention rate over the past three years

69% % of licensed teachers with more than 3 years of experience

Yes Same principal in the last 3 years

Outcomes

	REGULAR ATTENDERS	ON-TRACK TO GRADUATE	ON-TIME GRADUATION
American Indian/Alaska Native	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Asian	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Black/African American	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Hispanic/Latino	48%	<10 students or data unavailable	<10 students or data unavailable
Multiracial	67%	<10 students or data unavailable	<10 students or data unavailable
Native Hawaiian/Pacific Islander	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
White	49%	73%	41%
Free/Reduced Price Lunch	51%	62%	42%
Ever English Learner	50%	<10 students or data unavailable	<10 students or data unavailable
Students with Disabilities	53%	<10 students or data unavailable	25%
Migrant	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Homeless	<10 students or data unavailable	<10 students or data unavailable	42%
Students in Foster Care	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Military Connected	<10 students or data unavailable	<10 students or data unavailable	Coming in 2023-24
Talented and Gifted	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Female	50%	<10 students or data unavailable	36%
Male	51%	<10 students or data unavailable	47%
Non-Binary	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable

About Our School

ADVANCED COURSEWORK

AHS Advanced Coursework:
Dual Credit with LBCC and Willamette Promise
Leadership Program

CAREER & TECHNICAL EDUCATION

We are working on providing new opportunities to offer our students more diverse opportunities in CTE, including Agriculture and Welding. Our district is currently working on building a new Vocational Building on campus to house our CTE programs.

EXTRACURRICULAR ACTIVITIES

Alsea Charter School offers a host of extracurricular activities for students from grade school through high school. These offerings allow students to gain experience in areas of interest using community and school resources and students who have competed in different competitions at local and state levels have found success.

PARENT & COMMUNITY ENGAGEMENT

Parents and the community can be involved in the school through a variety of activities. We offer Parent/Teacher conferences, as well as opportunities for our parents and community to volunteer in our classrooms and on field trips. Weekly bulletins with school information are sent home and posted on our website and on our social media. Alsea has a booster club that is active in supporting our staff and students.

Data are suppressed to protect confidential student information.

For more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

b. K-6 Brick and Mortar Principal Report - Ms. Nieraeth

Alsea School District

November Meeting Board Report – K-6 B&M School

Krista Nieraeth, Principal

School / Classroom Updates/Accomplishments



- Our K – 3 students went on a field trip to Davis Family Farms the afternoon of October 24. Each student received a pumpkin to take home and had some donuts and apple cider. Thank you to our staff and volunteers for making this trip possible!

- Our 4 – 6 students attended a field trip to Clemens Park on November 2nd to participate in activities with Benton Soil & Water Conservation District. During this trip, students were able to participate in activities that included measuring the length of salmon, investigating the different types of invertebrates found in the Alsea River, and testing water quality. Thank you to the staff and volunteers who took our students on this trip, as well as Benton Soil & Water Conservation District for allowing us to come along.



- The elementary school is doing student of the month from each classroom. October's student of the month theme was WONDER, which is the W from Wolverine. The following students were chosen by their teachers:

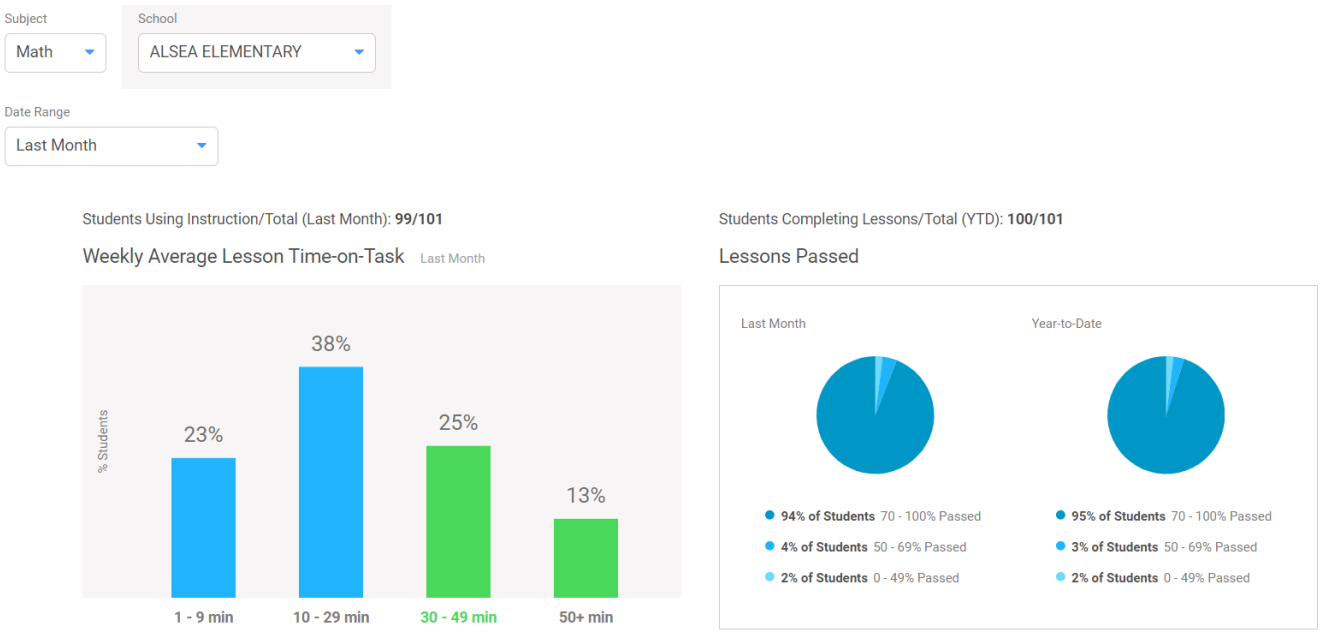
Kindergarten:	Celeste Garibay
1st Grade:	Marley Wamsley
2nd Grade:	Warren White
3rd Grade:	Natalie Griffith
4th Grade:	Alayna Nelson
5th Grade:	Kaylie Wilson
6th Grade:	Bethany Hendrix

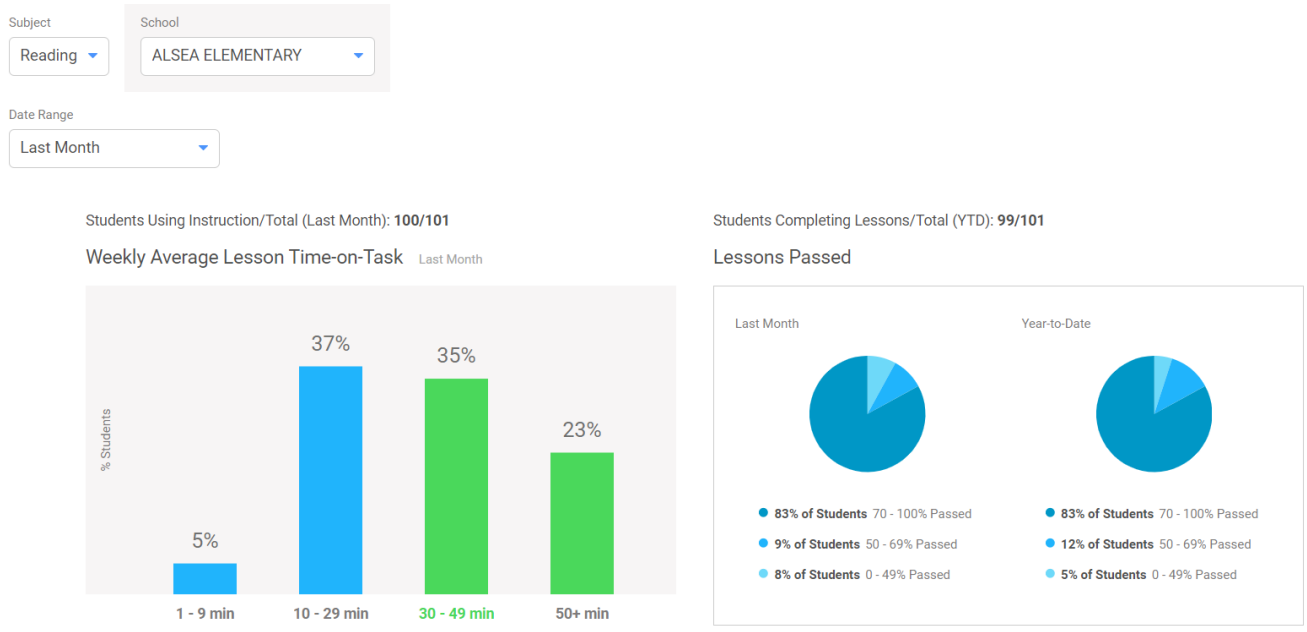
Congratulations to all the winners!! Each winner received a signed certificate and a $10 gift card to Dairy Queen. In November, the student of the month theme is Optimistic.



LIKE | SHARE | FOLLOW

- Our students have been working on I – Ready lessons throughout the month. These lessons are designed to help the students work on skills that have been identified through a diagnostic they took in September/October as either needing remediation or extension. We want to see students working on lessons for 30 – 49 minutes each week to see maximum growth. Letters with how parents can support their students using this program have been sent home with students' usernames and passwords attached.





c. LaHO K-5 Principal Report - Ms. Shunk

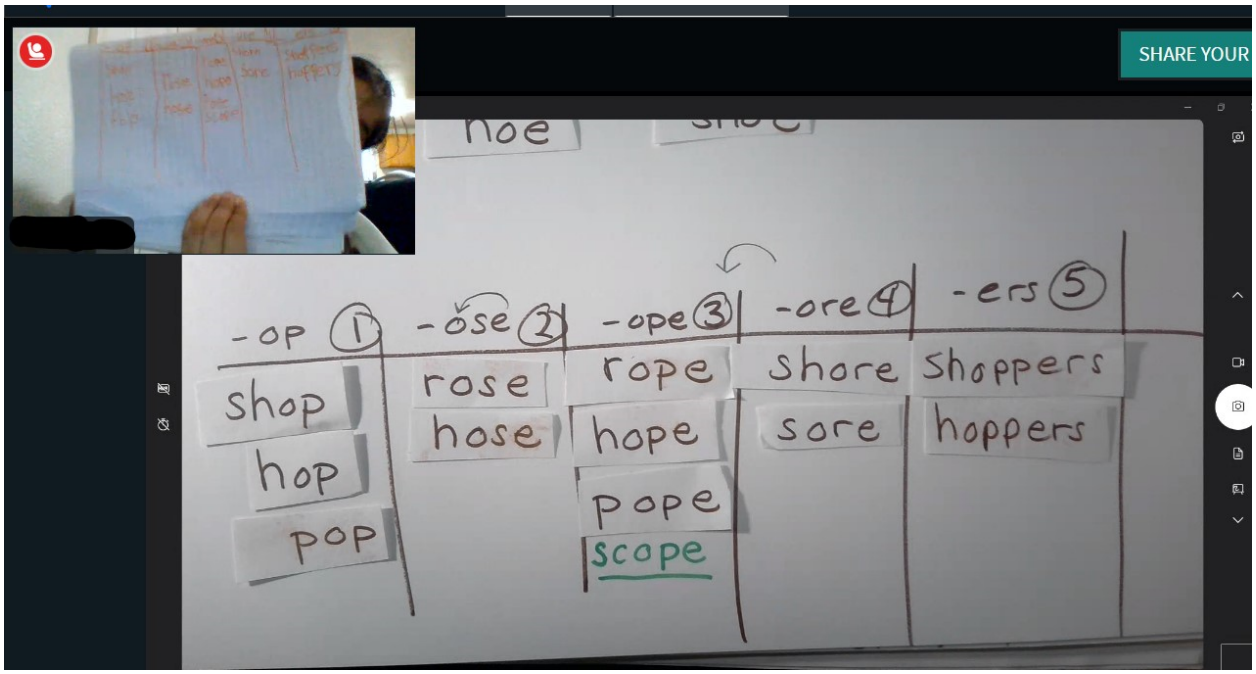
ALSEA SCHOOL DISTRICT BOARD REPORT

Name: Heather Shunk **Position:** Principal

BOARD MEETING DATE: November 9, 2023

Highlights/Kudos: I want to give a shout out to our very special Learn at Home Oregon families! Our parents work diligently to create effective learning environments in their homes to ensure that students have the best learning experience each day. Many of our Learning Coaches are grandparents and they share how special it is to take part in the learning process of their grandchildren.

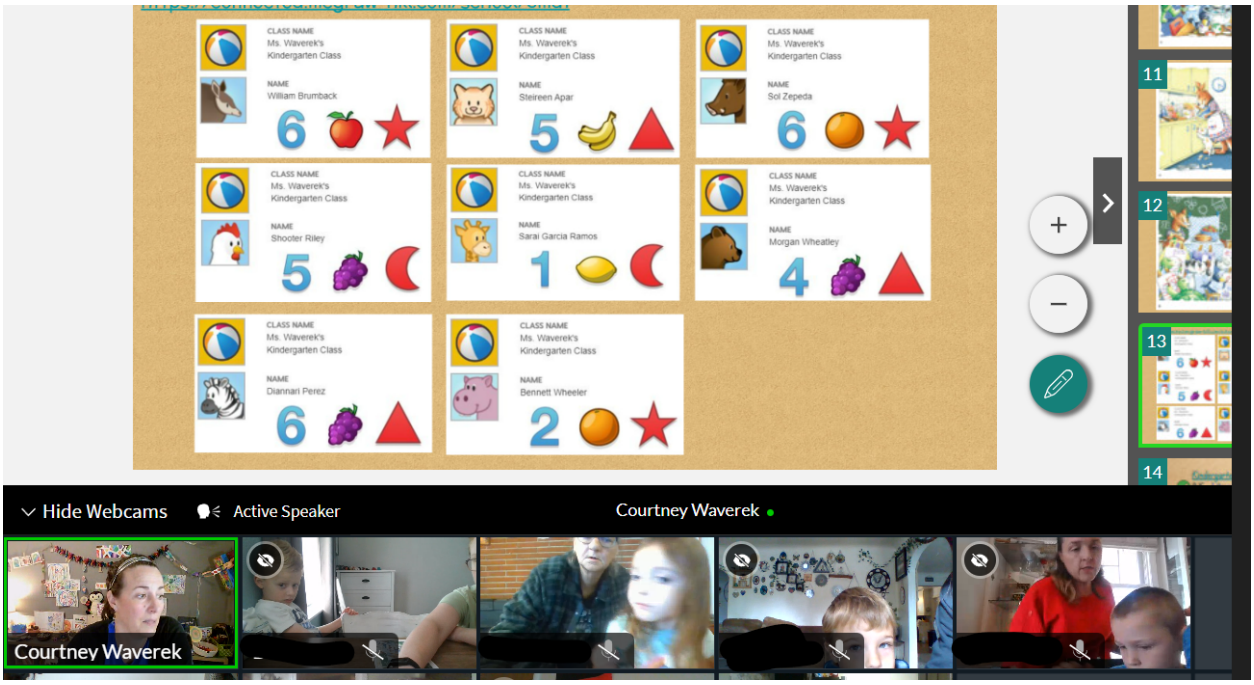
Accomplishment: Teachers and students are doing a fantastic job bringing our ELA curriculum to life with systematic and explicit instruction each day. Providing systematic and explicit phonics along is crucial for students to build strong literacy skills, reading fluency, and confidence, all of which leads to independent reading and comprehension abilities. By focusing on these fundamental aspects of language, students learn to decode words, recognize patterns, and develop strong reading and writing abilities. Systematic phonics instruction helps children understand the relationship between sounds and letters, improving their reading and spelling skills. Explicit teaching ensures clear, direct instruction, aiding students in grasping complex phonetic rules. Daily practice enhances fluency, comprehension, and overall literacy, laying a solid foundation for lifelong learning and academic success.



Assessments: Taking the i-Ready diagnostic and using adaptive lessons in math and reading has had a significantly positive impact on our elementary students. The diagnostic assessments precisely pinpoints individual strengths and areas needing improvement, allowing for tailored instruction. With adaptive

lessons, students are receiving individualized support each day. Teachers are using this information to structure instruction within WIN What I Need Time. For students requiring significant support, teachers are able to schedule 1:1 sessions to provide a higher level of support.

Personnel Highlights: Teacher resourcefulness and adaptability are key strengths that enable them to navigate our unique learning environment. In addition to creatively working through challenges and utilizing technology to provide targeted instruction, our staff also excels in partnering with Learning Coaches to maximize the student experience. The importance of collaboration between teachers and parents is vital to the overall success of each student's educational journey and experience.



d. 7-12 Brick and Mortar Principal Report - Mr. Rothenberger

From behind the principal's desk:

This past month has been very busy with school and extracurricular activities.
We have been putting an effort towards students and their grades. We have had an increase in discipline. It's the time of year where students are feeling very comfortable and are testing their limits. We have circled back and have put an emphasis on respect, cell phones and less disruption in the classroom.

Again I asked my staff to give me a highlight of one positive from their department.

CTE/Ag
Students working on woodshop projects. Received our new project book curriculum from carpenters union: Really good lessons and projects that teach all the skills needed in carpentry from small tote boxes all the way up to residential and commercial framing

High school PE and Strength and Conditioning classes:
In Mr. Roz's High school PE and Strength and Conditioning classes, we concluded our second cycle of Weight room testing last week. We tested for improvements in:
1 Rep Max in the Squat, bench press, and hang cleans.
Measurable improvements in the vertical jump, and 1.5 mile run.
Practically everyone improved from their previous personal bests. A few highlights from the tests: At least eight students improved their Squat 1 Rep max by 40lbs.
Next cycle of tests will be conducted in January, after winter break.

Science:
All three Physical Science classes have been studying motion and the forces associated with motion. During our study, students worked in groups to build scale rubber powered blimp airships. Students then competed by racing their blimps against other teams for quickness and direction. The blimps were 3 foot mylar balloons with vertical and horizontal stabilizers, and balsa wood drive stick/gondola. To keep the blimps from going up to the ceiling, students had to work together to ballast the blimps for a specific elevation off the floor as well. It was a fun activity for all the students.

Art:
Graphic Design - Clemens logo. Currently working on ACAC logo (Alsea Community Action Collaboration)
Design shop - almost finished with Merch Sign. - Working on New Years Eve ball drop project

History:
Juniors are doing great, meeting expectations, getting work turned in on time. Sophomores are doing well, with a few stragglers getting used to expectations. Middle school is realizing what is expected of them and coming to the realization that success requires effort.

English:
English students have been very excited about books they are reading in their own time-- for FUN!! There has been a lot of discussing and trading of books in the 10th, 11th and 12th grade, all led by

students. It seems to be becoming "cool" to read for fun in our hallways! I think that is a huge step forward for our academic culture.

Math:
Class behavior has improved drastically for the 8th graders, and finance although there is still some behavior to work on.

Athletics:
Winter sports season (Boys and Girls Basketball for high school and middle school) starts Nov 13th
HS girls: 3:30 to 5:30
HS boys: 5:30 to 7:30
MS boys and girls: 3:30 to 5:30

HS Volleyball:
Team finished third in league and seeded third for the district tournament. Ended up losing the third place seed game. Had a good season

HS Football:
Football tied for first place but due to head to head finished in second place. Made it to the first round of state vs Echo. Unfortunately lost that game

MS Volleyball and Football:
Football ended the season with one loss. The volleyball team ended getting second place in the tournament.

Transportation:
Has improved but we have had a couple discipline issues on a couple different routes. We have went to many assigned seats with more communication on expectations. This past week we were back to van transportation in the mornings due to sickness.

--

e. Financial Report - Mr. Staehely

GENERAL FUND
STATEMENT OF RESOURCES
FOR THE FISCAL YEAR 2023-24
As of October 31, 2023

LINE		SOURCE	BUDGET	Y-T-D 9/30/2023	PROJECTED	TOTAL 9/30/2023	BALANCE OVER/(UNDER)
		STATE SCHOOL SUPPORT FORMULA					
1	1111	CURRENT YEAR'S TAXES	**$ 499,000.00**	$ -	499,000.00	**$ 499,000.00**	**$ -**
2	1112	PRIOR YEAR'S TAXES	**1,000.00**	1,516.38		**1,516.38**	**516.38**
3	1114	OTHER TAXES	**-**	-	-	**-**	**-**
4	1190	INTEREST ON TAX COLLECTIONS	**800.00**	184.98		**184.98**	**(615.02)**
5	2101	COUNTY SCHOOL FUND	**2,500.00**	1,666.58	4,833.42	**6,500.00**	**4,000.00**
6	3103	COMMON SCHOOL FUND	**66,340.92**	-	62,743.82	**62,743.82**	**(3,597.10)**
7	3101	STATE SCHOOL SUPPORT FUND	**6,773,656.93**	2,908,614.00	3,399,519.18	**6,308,133.18**	**(465,523.75)**
8	4801	FEDERAL FOREST FEES	**-**	-	-	**-**	**-**
9		**TOTAL 2023-24 SSSF SOURCES (Line 1 - Line 8)**	**7,343,297.85**	**2,911,981.94**	**3,966,096.42**	**6,878,078.36**	**(465,219.49)**
		STATE SCHOOL SUPPORT FORMULA (Prior Yr Adjustments)					
10		STATE SCHOOL SUPPORT FUND 22-23				**-**	**-**
11		HIGH COST GRANT				**-**	**-**
12		**TOTAL SSSF PRIOR YR ADJ (Line 10 - Line 11)**	**-**	**-**	**-**	**-**	**-**
13		**TOTAL SSSF SOURCES (Line 9 + Line 12)**	**7,343,297.85**	**2,911,981.94**	**3,966,096.42**	**6,878,078.36**	**(465,219.49)**
		NON STATE SCHOOL SUPPORT FORMULA SOURCES					
		LOCAL SOURCES					
14	1412	TRANSPORTATION FEE FROM OTHER DISTRICTS	**88,505.00**	4,158.00	84,347.00	**88,505.00**	**-**
15	1510	EARNINGS ON INVESTMENTS	**25,000.00**	52,822.37	97,177.63	**150,000.00**	**125,000.00**
16	1710	ADMISSIONS - GATE FEES	**7,500.00**	3,253.45	-	**3,253.45**	**(4,246.55)**
17	1910	RENTAL INCOME	**12,000.00**	1,200.00	2,400.00	**3,600.00**	**(8,400.00)**
18	1920	DONATIONS	**6,000.00**	-	-	**-**	**(6,000.00)**
19	1980	FEES CHARGED OTHER GRANTS	**15,000.00**	-	-	**-**	**(15,000.00)**
20	1990	MISCELLANEOUS REVENUE	**23,800.00**	18,312.77		**18,312.77**	**(5,487.23)**
21	1991	ERATE	**1,000.00**	-	-	**-**	**(1,000.00)**
22		**TOTAL LOCAL SOURCES (Line 14 - Line 21)**	**178,805.00**	**79,746.59**	**183,924.63**	**263,671.22**	**84,866.22**
		OTHER SOURCES					
23	2102	REVENUE THROUGH ESD	**4,000.00**	-	4,000.00	**4,000.00**	**-**
24	3203	SPECIAL EDUCATION PROGRAMS	**8,000.00**	-	-	**-**	**(8,000.00)**
25	5300	INSURANCE REIMBURSEMENT	**5,000.00**	-		**-**	**(5,000.00)**
26	5400	BEGINNING CASH	**2,999,999.65**	4,378,189.76		**4,378,189.76**	**1,378,190.11**
27		**TOTAL OTHER SOURCES (Line 23 - Line 26)**	**3,016,999.65**	**4,378,189.76**	**4,000.00**	**4,382,189.76**	**1,365,190.11**
28		**TOTAL NON SSSF SOURCES (Line 22 + Line 27)**	**3,195,804.65**	**4,457,936.35**	**187,924.63**	**4,645,860.98**	**1,450,056.33**
28		**TOTAL RESOURCES (Line 13 + Line 28)**	**$ 10,539,102.50**	**$ 7,369,918.29**	**$ 4,154,021.05**	**$ 11,523,939.34**	**$ 984,836.84**

GENERAL FUND
STATEMENT OF EXPENDITURES COMPARED TO BUDGET
FOR THE FISCAL YEAR 2023-24
As of October 31, 2023

		BUDGET	ACTUAL Y-T-D 9/30/2023	Requisitions	ENCUMBERED	TOTAL 9/30/2023	BALANCE FAVORABLE/ (UNFAVORABLE)	--%-- COMMITTED
INSTRUCTION								
1111	Elementary, K-5	**1,346,195.00**	**173,042.42**	**18,726.49**	**768,895.58**	**941,938.00**	**404,257.00**	
1113	Elementary Extra-curricular	**-**	**-**	**-**	**-**	**-**	**-**	
1121	Middle/Junior High Programs	**518,950.00**	**39,951.85**	**-**	**189,855.49**	**229,807.34**	**289,142.66**	
1122	Middle/Junior High School Extra-curricular	**48,400.00**	**8,411.93**	**-**	**5,598.70**	**14,010.63**	**34,389.37**	
1131	High School Programs	**556,600.00**	**64,152.67**	**-**	**253,005.38**	**317,158.05**	**239,441.95**	
1132	High School Extra-curricular	**224,300.00**	**45,043.26**	**-**	**46,963.88**	**92,007.14**	**132,292.86**	
1140	Pre-kindergarten Programs	**-**	**239.56**	**-**	**480.44**	**720.00**	**(720.00)**	
1210	Programs for the Talented and Gifted	**3,499.50**	**-**	**-**	**-**	**-**	**3,499.50**	
1250	Less Restrictive Programs: Students w/ Disability	**1,187,200.00**	**190,159.08**	**7,448.83**	**469,705.51**	**659,864.59**	**527,335.41**	
1280	Alternative Education	**-**	**-**	**-**	**-**	**-**	**-**	
1288	Charter Schools	**21,000.00**	**-**	**-**	**-**	**-**	**21,000.00**	
1291	English Second Language Programs	**9,600.00**	**2,617.97**	**5,144.61**	**14,912.81**	**17,530.78**	**(7,930.78)**	
	TOTAL INSTRUCTION	**3,915,744.50**	**523,618.74**	**31,319.93**	**1,749,417.79**	**2,273,036.53**	**1,642,707.97**	**58.05%**
SUPPORT SERVICES								
2114	Student Accounting Services	**53,920.00**	**-**	**-**	**-**	**-**	**53,920.00**	
2134	Nurse Services	**12,000.00**	**2,262.00**	**-**	**5,278.00**	**7,540.00**	**4,460.00**	
2142	Psychological Testing Services	**35,000.00**	**-**	**-**	**50,200.00**	**50,200.00**	**(15,200.00)**	
2152	Speech Pathology Services	**161,360.00**	**5,161.35**	**-**	**34,869.21**	**40,030.56**	**121,329.44**	
2160	Other Student Treatment Services	**28,000.00**	**790.00**	**-**	**-**	**790.00**	**27,210.00**	
2190	Service Direction, Student Support Services	**34,050.00**	**10,852.44**	**-**	**25,832.88**	**36,685.32**	**(2,635.32)**	
2210	Improvement of Instruction Services	**-**	**4,464.83**	**-**	**314.06**	**4,778.89**	**(4,778.89)**	
2222	Library/Media Center	**1,250.00**	**-**	**-**	**-**	**-**	**1,250.00**	
2230	Assessment and Testing	**6,848.00**	**1,046.68**	**-**	**3,140.06**	**4,186.74**	**2,661.26**	
2240	Instructional Staff Development	**1,000.00**	**164.41**	**-**	**177.42**	**341.83**	**658.17**	
2310	Board of Education Services	**161,200.00**	**39,219.55**	**-**	**172.00**	**39,391.55**	**121,808.45**	
2321	Office of the Superintendent Services	**335,100.00**	**110,731.10**	**-**	**182,099.40**	**292,830.50**	**42,269.50**	
2410	Office of the Principal Services	**512,070.00**	**122,910.51**	**-**	**244,337.14**	**367,247.65**	**144,822.35**	
2520	Fiscal Services	**370,900.00**	**51,267.95**	**6,264.00**	**240,684.98**	**291,952.93**	**78,947.07**	
2540	Operation and Maintenance of Plant Services	**613,500.00**	**206,038.09**	**5,014.32**	**232,201.26**	**438,239.35**	**175,260.65**	
2550	Student Transportation Services	**1,660,150.00**	**240,515.91**	**-**	**469,598.24**	**710,114.15**	**950,035.85**	

GENERAL FUND
STATEMENT OF EXPENDITURES COMPARED TO BUDGET
FOR THE FISCAL YEAR 2023-24
As of October 31, 2023

			BUDGET	ACTUAL Y-T-D 9/30/2023	Requisitions	ENCUMBERED	TOTAL 9/30/2023	BALANCE FAVORABLE/ (UNFAVORABLE)	--%-- COMMITTED
2558		Special Education Transportation Services	-	546.31	-	-	546.31	(546.31)	
2660		Technology Services	92,400.00	49,412.83	-	40,172.74	89,585.57	2,814.43	
2700		Supplemental Retirement Program	-	3,348.72	-	6,806.40	10,155.12	(10,155.12)	
		TOTAL SUPPORT SERVICES	4,078,748.00	848,732.68	11,278.32	1,535,883.79	2,384,616.47	1,694,131.53	58.46%
OTHER REQUIREMENTS									
5110		Long-Term Debt Service	20,100.00	19,978.69	-	-	19,978.69	121.31	
5200		Transfers of Funds							
5200	790	Food Service	123,405.00	-	-	123,405.00	123,405.00	-	
5200	792	Bus Fund	259,000.00	-		259,000.00	259,000.00	-	
5200	795	Athletics	-	-			-	-	
6110		Operating Contingency	120,000.00	-	-		-	120,000.00	
7000		Unappropriated Ending Fund Balance	2,022,105.00	-	-		-	2,022,105.00	
		TOTAL OTHER REQUIREMENTS	2,544,610.00	19,978.69	-	382,405.00	402,383.69	2,142,226.31	15.81%
		TOTAL EXPENDITURES	$ 10,539,102.50	$ 1,392,330.11	$ 42,598.25	$ 3,667,706.58	$ 5,060,036.69	$ 5,479,065.81	48.01%

Special Revenue

Statement of Grants and Other Special Revenue Funds

			5			REVENUE				EXPENDITURES			
#	Fund Title	SOURCE	End Date	Grant Amount	Beginning Cash	Y-T-D	PROJECTED	Transfer from General Fund	TOTAL	Y-T-D	ENCUMBERED	TOTAL	Balance
200	Donations				3,353.63	6,610.55			9,964.18	354.52	2,913.55	3,268.07	6,696.11
203	Title I-A	ODE	9/30/2023	10,477.16	-	-	10,477.16		10,477.16	10,477.16	-	10,477.16	
203	Title I-A	ODE	9/30/2024	49,679.00			49,679.00		49,679.00	3,855.08	7,257.06	11,112.14	
	Title II-A Teacher Quality	ODE	9/30/2024	6,439.00	-	-	6,439.00		6,439.00	-	-	-	
	Title IV	ODE	9/30/2024	10,000.00			10,000.00		10,000.00		-	-	
203				76,595.16		-	76,595.16		76,595.16	14,332.24	7,257.06	21,589.30	55,005.86
204	CNP Equipment Grant	ODE		-	-	-	-		-	-	-	-	-
207	YTP	ESD	6/30/2024	38,493.70	-	-	38,493.70		38,493.70	11,313.78	20,658.93	31,972.71	6,520.99
210	IDEA Part B 611	ODE	9/30/2024	16,528.60	-	834.50	15,694.10		16,528.60		-	-	
210	IDEA Part B 611	ODE	9/30/2025	94,298.00			94,298.00		94,298.00		-	-	
210				110,826.60		834.50	109,992.10		110,826.60	-	-	-	110,826.60
216	IDEA Part B, Section 619 2021-22 ARP	ODE	9/30/2023	849.00		-	849.00		849.00	-	-	-	
	IDEA Part B, Section 619 PassThru 2022-23	ODE	9/30/2023	278.60		-	278.60		278.60	-	-	-	
	IDEA Part B, Section 619 PassThru 2022-23	ODE	9/30/2024	1,453.00		-	1,453.00		1,453.00	-	-	-	
216				2,580.60		-	2,580.60		2,580.60	-	-	-	2,580.60
219	Student Activity Funds				-	-			-	-	-	-	-
226	Early Indicator Intervention	ODE	6/30/2023	2,765.00	-	-	2,765.00		2,765.00	-	-	-	2,765.00
230	LEA ESSER	ODE	9/30/2023	65,974.11	-	65,974.11	-		65,974.11	65,974.11	-	65,974.11	-
232	ESSER III	ODE	9/30/2024	172,510.72	-	-	172,510.72		172,510.72	169,473.60	-	169,473.60	3,037.12
248	Federal School Improvement Funds to CSI & TSI Schools 22-23	ODE	9/30/2024	85,011.15	-	-	85,011.15		85,011.15	15,299.21	69,712.79	85,012.00	(0.85)
251	Student Investment Account	ODE	6/30/2025	755,500.00	-	-	755,500.00		755,500.00	108,568.95	539,300.08	647,869.03	107,630.97
252	High School Success M98	ODE	6/30/2025	158,913.05	-	-	158,913.05		158,913.05	27,905.55	117,091.81	144,997.36	13,915.69
257	Baseball/Softball Program			-	3,706.92	-			3,706.92	-	-	-	3,706.92
259	Student Activity Funds			-	-	53,974.66			53,974.66	9,600.69	1,014.22	10,614.91	43,359.75
263	Outdoor School			-	-	-			-	-	-	-	-
267	TAP Asbestos Assessment	ODE	12/31/2023	25,000.00	-	-	25,000.00		25,000.00	-	-	-	25,000.00
272	TAP Grant	ODE		-	-	-	-		-	11,725.00	-	11,725.00	(11,725.00)
290	Bus Replacement Fund			-	33,225.19	169,319.13		259,000.00	461,544.32	122,075.00	142,163.00	264,238.00	197,306.32
299	Nutrition Services			-	-	7,149.19	152,340.93	123,405.00	282,895.12	15,834.33	77,105.94	92,940.27	189,954.85
	Local Food for Schools (LFS) 23-24	ODE	8/31/2024	1,316.95	-	-	1,316.95		1,316.95	-	-	-	1,316.95
									-				
	TOTAL				40,285.74	303,862.14	1,581,019.36	382,405.00	2,307,572.24	572,456.98	977,217.38	1,549,674.36	757,897.88

DEBT SERVICE
STATEMENT OF EXPENDITURES COMPARED TO BUDGET
FOR THE FISCAL YEAR 2023-24
As of October 31, 2023

			BUDGET	ACTUAL Y-T-D 9/30/2023	Requisitions	ENCUMBERED	TOTAL 9/30/2023	BALANCE FAVORABLE/ (UNFAVORABLE)	--%-- COMMITTED
RESOURCES									
1111		CURRENT YEAR'S TAXES	**$ 91,400.00**	$ -			**-**	**(91,400.00)**	
1112		PRIOR YEAR'S TAXES	**500.00**	214.74			**214.74**	**(285.26)**	
1190		PRIOR YEAR'S TAXES	**100.00**	11.78			**11.78**	**(88.22)**	
1510		INTEREST EARNINGS	**-**	2.38			**2.38**	**2.38**	
5400		BEGINNING FUND BALANCE	**18,000.00**	21,603.87			**21,603.87**	**3,603.87**	
		TOTAL INSTRUCTION	**110,000.00**	**21,832.77**	**-**	**-**	**21,832.77**	**(88,167.23)**	
EXPENDITURES									
5110		Long-Term Debt Service							
5110	610	Redemption of Principal	**30,000.00**	**-**	**-**	**-**	**-**	**30,000.00**	
5110	621	Regular Interest	**62,000.00**	**-**	**-**	**-**	**-**	**62,000.00**	
7000		Unappropriated Ending Fund Balance	**18,000.00**	**-**	**-**	**-**	**-**	**18,000.00**	
TOTAL EXPENDITURES			**110,000.00**	**-**	**-**	**-**	**-**	**110,000.00**	**0.00%**

CAPITAL PROJECTS (400)
STATEMENT OF EXPENDITURES COMPARED TO BUDGET
FOR THE FISCAL YEAR 2023-24
As of October 31, 2023

		BUDGET	ACTUAL Y-T-D 9/30/2023	ENCUMBERED	TOTAL 9/30/2023	BALANCE FAVORABLE/ (UNFAVORABLE)	--%-- COMMITTED
RESOURCES							
1510	Interest Earnings	**$ -**	$ -		**-**	**-**	
5200	Transfer from General Fund	**-**	-		**-**	**-**	
5400	Beginning Fund Balance	**274,747.25**	274,747.25		**274,747.25**	**-**	
	TOTAL INSTRUCTION	**274,747.25**	**274,747.25**	**-**	**274,747.25**	**-**	
EXPENDITURES							
4150	Building Improvement	**274,747.25**	**-**	**-**	**-**	**274,747.25**	
7000	Unappropriated Ending Fund Balance	**-**	**-**	**-**	**-**	**-**	
	TOTAL EXPENDITURES	**274,747.25**	**-**	**-**	**-**	**274,747.25**	**0.00%**

BOND 2021 (410)
STATEMENT OF EXPENDITURES COMPARED TO BUDGET
FOR THE FISCAL YEAR 2023-24
As of October 31, 2023

		BUDGET	ACTUAL Y-T-D 9/30/2023	ENCUMBERED	TOTAL 9/30/2023	BALANCE FAVORABLE/ (UNFAVORABLE)	--%-- COMMITTED
RESOURCES							
1510	Interest Earnings	**$ 15,000.00**	$ 14,142.62		**14,142.62**	**(857.38)**	
3299	State Grant	**$ 2,100,000.00**	-	**2,100,000.00**	**2,100,000.00**	**-**	
5400	Beginning Fund Balance	**1,525,000.00**	1,538,492.56		**1,538,492.56**	**13,492.56**	
	TOTAL INSTRUCTION	**3,640,000.00**	**1,552,635.18**	**2,100,000.00**	**3,652,635.18**	**12,635.18**	
EXPENDITURES							
4150	Building Improvement	**3,640,000.00**	**457,959.23**	**1,121,212.70**	**1,579,171.93**	**2,060,828.07**	
7000	Unappropriated Ending Fund Balance	**-**	**-**	**-**	**-**	**-**	
	TOTAL EXPENDITURES	**3,640,000.00**	**457,959.23**	**1,121,212.70**	**1,579,171.93**	**2,060,828.07**	**43.38%**

f. Enrollment - Ms. Nickle

Alsea School District - Enrollment Totals

Grade Level	2023-24										2022-23								
	Sept 1	Oct 1	Nov 1	Dec 1	Jan 1	Feb 1	Mar 1	Apr 1	May 1	June 1	Sept 1	Oct 1	Nov 1	Dec 1	Jan 1	Feb 1	Mar 1	Apr 1	May 1
KG	20	20	21								58	62	60	61	60	56	55	53	50
1st	37	42	42								56	66	64	66	64	60	60	58	54
2nd	37	36	38								42	41	41	45	43	38	36	35	32
3rd	30	32	32								43	50	54	53	51	46	46	46	45
4th	24	25	26								37	41	47	47	47	43	42	40	39
5th	23	24	26								29	32	36	36	36	29	29	26	24
6th	14	13	13								35	45	49	49	46	43	37	34	34
7th	20	20	20								44	59	59	61	59	56	56	52	48
8th	15	13	13								41	51	53	52	50	44	42	42	41
9th	22	23	23								14	14	13	13	12	12	12	12	13
10th	12	12	12								17	16	16	16	16	15	15	14	14
11th	13	14	14								21	21	21	22	20	20	20	19	17
12th	13	13	13								25	24	22	22	21	20	20	15	14
Total ADM	280	287	293								462	522	535	543	525	482	470	446	425

June 1
49
53
30
44
39
23
33
41
39
12
13
17
14
407

ENROLLMENT																	
Grade	In building/ Online Progra	K	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL	Notes	
As of 9/1/23	In building	10	16	11	17	18	20	14	20	15	22	12	13	13	201		
As of 9/1/23	Learn at Home OR	10	21	26	13	6	3	0	0	0	0	0	0	0	79		
As of 9/1/23	**TOTAL**	**20**	**37**	**37**	**30**	**24**	**23**	**14**	**20**	**15**	**22**	**12**	**13**	**13**	**280**		
As of 10/1/23	In building	11	16	12	17	19	20	13	20	13	23	12	14	13	203		
As of 10/1/23	Learn at Home OR	9	26	24	15	6	4	0	0	0	0	0	0	0	84		
As of 10/1/23	**TOTAL**	**20**	**42**	**36**	**32**	**25**	**24**	**13**	**20**	**13**	**23**	**12**	**14**	**13**	**287**		
As of 11/1/23	In building	11	16	12	17	19	20	13	20	13	23	12	14	13	203		
As of 11/1/23	Learn at Home OR	10	26	26	15	7	6	0	0	0	0	0	0	0	90		
As of 11/1/23	**TOTAL**	**21**	**42**	**38**	**32**	**26**	**26**	**13**	**20**	**13**	**23**	**12**	**14**	**13**	**293**		
As of 12/1/23	In building	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
As of 12/1/23	Learn at Home OR	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
As of 12/1/23	**TOTAL**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		
As of 01/01/24	In building	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
As of 01/01/24	Learn at Home OR	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
As of 01/01/24	**TOTAL**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		
As of 02/1/24	In building	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
As of 02/1/24	Learn at Home OR	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
As of 02/1/24	**TOTAL**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		
As of 03/01/24	In building	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
As of 03/01/24	Learn at Home OR	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
As of 03/01/24	**TOTAL**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		
As of 04/01/24	In building	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
As of 04/01/24	Learn at Home OR	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
As of 04/01/24	**TOTAL**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		
As of 05/01/24	In building	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
As of 05/01/24	Learn at Home OR	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
As of 05/01/24	**TOTAL**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		
As of 06/01/24	In building	0	0	0	0	0	0	0	0	0	0	0	0	0	0		

As of 06/01/24	Learn at Home OR		0	0	0	0	0	0	0	0	0	0	0	0	0	0			
As of 06/01/24		**TOTAL**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**			

ENROLLMENT																
Grade	**In building/ Online Progra**		**K**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**TOTAL**
As of 9/1/22	In building		20	16	20	24	21	19	18	17	26	14	17	21	25	258
As of 9/1/22	Learn at Home OR		38	40	22	19	16	10	17	27	15	**0**	**0**	**0**	**0**	204
As of 9/1/22		**TOTAL**	**58**	**56**	**42**	**43**	**37**	**29**	**35**	**44**	**41**	**14**	**17**	**21**	**25**	**462**
As of 10/1/22	In building		20	16	16	23	21	17	16	16	24	14	16	21	24	244
As of 10/1/22	Learn at Home OR		42	50	25	27	20	15	29	43	27	**0**	**0**	**0**	**0**	278
As of 10/1/22		**TOTAL**	**62**	**66**	**41**	**50**	**41**	**32**	**45**	**59**	**51**	**14**	**16**	**21**	**24**	**522**
As of 11/1/22	In building		20	17	16	23	22	18	18	17	25	13	16	21	22	248
As of 11/1/22	Learn at Home OR		40	47	25	31	25	18	31	42	28	**0**	**0**	**0**	**0**	287
As of 11/1/22		**TOTAL**	**60**	**64**	**41**	**54**	**47**	**36**	**49**	**59**	**53**	**13**	**16**	**21**	**22**	**535**
As of 12/1/22	In building		20	17	16	23	22	18	18	17	24	13	16	22	22	248
As of 12/1/22	Learn at Home OR		41	49	29	30	25	18	31	44	28	**0**	**0**	**0**	**0**	295
As of 12/1/22		**TOTAL**	**61**	**66**	**45**	**53**	**47**	**36**	**49**	**61**	**52**	**13**	**16**	**22**	**22**	**543**
As of 01/01/23	In building		20	17	16	23	22	18	18	16	24	12	16	20	21	243
As of 01/01/23	Learn at Home OR		40	47	27	28	25	18	28	43	26	**0**	**0**	**0**	**0**	282
As of 01/01/23		**TOTAL**	**60**	**64**	**43**	**51**	**47**	**36**	**46**	**59**	**50**	**12**	**16**	**20**	**21**	**525**
As of 02/1/23	In building		18	16	15	22	22	16	18	15	21	12	15	20	20	230
As of 02/1/23	Learn at Home OR		38	44	23	24	21	13	25	41	23	**0**	**0**	**0**	**0**	252
As of 02/1/23		**TOTAL**	**56**	**60**	**38**	**46**	**43**	**29**	**43**	**56**	**44**	**12**	**15**	**20**	**20**	**482**
As of 03/01/23	In building		18	16	14	22	22	16	18	15	21	12	15	20	20	229
As of 03/01/23	Learn at Home OR		37	44	22	24	20	13	19	41	21	**0**	**0**	**0**	**0**	241
As of 03/01/23		**TOTAL**	**55**	**60**	**36**	**46**	**42**	**29**	**37**	**56**	**42**	**12**	**15**	**20**	**20**	**470**
As of 04/01/23	In building		18	16	14	22	22	15	18	15	21	12	14	19	15	221
As of 04/01/23	Learn at Home OR		35	42	21	24	18	11	16	37	21	**0**	**0**	**0**	**0**	225
As of 04/01/23		**TOTAL**	**53**	**58**	**35**	**46**	**40**	**26**	**34**	**52**	**42**	**12**	**14**	**19**	**15**	**446**
As of 05/01/23	In building		16	15	14	21	22	14	18	14	21	13	14	17	14	213
As of 05/01/23	Learn at Home OR		34	39	18	24	17	10	16	34	20	**0**	**0**	**0**	**0**	212
As of 05/01/23		**TOTAL**	**50**	**54**	**32**	**45**	**39**	**24**	**34**	**48**	**41**	**13**	**14**	**17**	**14**	**425**
As of 06/01/23	In building		16	15	14	21	22	14	18	14	21	12	13	17	14	211
As of 06/01/23	Learn at Home OR		33	38	16	23	17	9	15	27	18	**0**	**0**	**0**	**0**	196
As of 06/01/23		**TOTAL**	**49**	**53**	**30**	**44**	**39**	**23**	**33**	**41**	**39**	**12**	**13**	**17**	**14**	**407**

g. Safety - Ms. Nickle

Alsea School District
Safety Committee meeting
October 11, 2023, 3:30 PM

Members Present: Krista Nieraeth, Bart Rothenberger, Lora Nickle, Keenan Elbers
Members Absent: Sara Littlefield (ill), Mary O'Brien (staff training)

1. Fire drill Procedure –
   The fire drill procedures were reviewed from the previous school year with updates added. All classroom teachers will be given the following.
   a. Laminated Red/Green cards
   b. Building Evacuation Maps (updated)
   c. Updated Fire Drill Procedure form
   d. Building secretaries will give each classroom teacher 3-4 copies of their class rosters. MS/HS will have copies for each class period.
   e. Lora will update and laminate the class/teacher signs for the fence.
   f. Keenan and/or Lora will ensure that the signs will be hung on the fence prior to the first fire drill.

2. Earthquake Drill Procedure –
   a. A date of October 19th @ 1:45 PM was set to have an Earthquake Drill followed by a fire drill
   b. Bart will purchase a bullhorn.
   c. All Staff Meeting scheduled for October 12th to go over procedures. It was recommended that Elementary Staff talk to their students next week about Fire/Earthquake drills and what to expect. It was also recommended that if they have students who are highly sensitive to loud noise that they are given headphones prior to the drill.

h. Bond Update - Chris and Nancy Giggy

Alsea School Bond Project Expense Details

Committed Cost To-Date

Organization	ASD PO #	Construction	Design	Consultants	Project Mgmt	Permits & Fees	Furnishings	Other	Description
Ball Janik								$ 6,750.00	Bond attorney
Benton County						$ 19,716.11			Permits
BMO								$ 1,820.00	Bond Use Permit
BOLI		$ 1,665.62							Estimated fee for three action GMPs
Cole Surveying				$ 2,392.77					Flood plane certifications required for Panel Room construction; added fence surveying for vocational building site plan
Consumers Power		$ 57,460.00							Utility fees & transformer; paid in full
CB Construction - Preconstruction		$ 24,760.48							General contractor - preconstruction and miscellaneous paid prior to 1/23
CB Construction - Restrooms		$ 233,517.00							General contractor - T&M for student restrooms; $4,040 deducted from contract 4/23 for work removed from scope in 2022
CB Construction - Panel Room		$ 326,490.38							General contractor - GMP executed 2/13/23; includes PCCO1 for sewer line to kitchen
CB Construction - VOC Building		$ 113,061.47							General contractor - value shown is for work completed in late 2022 for original design; redesign pending for new budget
CB Construction - Power Upgrade		$ 745,865.03							General contractor - GMP executed 2/13/23
CB Construction - HVAC Upgrade		$ 606,852.82							General contractor - GMP to be executed 3/9
DJC								$ 116.16	CTE Contractor Ad
Dunn Carney								$ 2,567.50	Attorney
FEI - Soil Testing				$ 1,164.00					Soil sample lab fees
FEI - Special Inspections				$ 1,161.00					Special inspections for Panel Room; other work pending
Foundation Engineering				$ 8,140.00					Geotechnical engineering; most paid thru Straightline
HMK				$ 4,795.00					Misc. consulting
Hungerford Law Firm								$ 698.75	CB Contract Issues
IMS					$ 62,000.00			$ 396.00	Project management
Interface				$ 19,100.00					Commissioning for HVAC
Interface				$ 10,000.00					Commissioning for Electrical Upgrade
Modular Building Rental		$ 780.42							March 2023 period paid direct by District; future rental paid by contractor
Roto-Rooter		$ 325.00							Sewer line locate
S&P Global								$ 12,250.00	Rating for bond sale
Soderstrom			$ 170,825.00						VOC Building Design
Straightline Architects			$ 219,750.00						Design - fees & expenses at 6.2% of $4M per Straightline 12/22 invoice; plus geotech and other consultants paid on behalf of District. Modified 10/23 to remove VOC CA from scope and deduct cost for electrical upgrade commissioning.
WL Thomas				$ 350.00					Hazardous material testing
ZCS				$ 7,500.00					Seismic grant application
"Other Bond Issuance Costs"								$ 94,040.74	Bond costs
Totals		$ 2,110,778.22	$ 390,575.00	$ 54,602.77	$ 62,000.00	$ 19,716.11	$ -	$ 118,639.15	

Total Committed To-Date = $ 2,756,311.25

Paid To-Date

Organization		Construction	Design	Consultants	Project Mgmt	Permits & Fees	Furnishings	Other
Ball Janik								$ 6,750.00
Benton County						$ 19,716.11		
BMO								$ 1,820.00
BOLI		$ 1,665.62						
Cole Surveying	23240086			$ 2,392.77				

Alsea School Bond Project Expense Details

Paid To-Date

Organization		Construction	Design	Consultants	Project Mgmt	Permits & Fees	Furnishings	Other
Consumers Power		$ 57,460.00						
CB Construction - Preconstruction		$ 24,760.48						
CB Construction - Restrooms		$ 233,517.00						
CB Construction - Panel Room	23240054	$ 295,750.27						
CB Construction - VOC Building		$ 113,061.47						
CB Construction - Power Upgrade	23240052	$ 188,534.14						
CB Construction - HVAC Upgrade	23240053	$ 258,640.05						
DJC								$ 116.16
Dunn Carney								$ 2,567.50
FEI Testing	23240083			$ 2,023.25				
Foundation Engineering	23240229			$ 6,337.57				
HMK				$ 4,795.00				
Hungerford Law Firm								$ 698.75
IMS	23240085				$ 42,130.00			$ 396.00
Interface	23240087			$ 6,510.00				
Modular Building Rental		$ 780.42						
Roto-Rooter		$ 325.00						
S&P Global								$ 12,250.00
Soderstrom			$ 42,424.00					
Straightline Architects	23240076		$ 191,859.06					
WL Thomas				$ 350.00				
ZCS	23240146							
"Other Bond Issuance Costs'	23240068							$ 94,040.74
Totals		$ 1,174,494.45	$ 234,283.06	$ 22,408.59	$ 42,130.00	$ 19,716.11	$ -	$ 118,639.15

Total Actual Cost To-Date = $ 1,611,671.36

Alsea School Bond Project Budget Summary - Updated November 6, 2023

Income

	Original Budget	Current Budget	Actual Income To-Date	Notes
Bond Sale	$ 2,100,000.00	$ 2,289,477.00	$ 2,289,477.00	Bond value $2.1M plus premium of $189,477
Bond Fund Interest		$ 59,996.91	$ 59,996.91	Interest on bond proceeds updated October 2023.
OSCIM Grant	$ 2,100,000.00	$ 2,100,000.00	$ -	Amount verified with State 1/23; contingent on spending this amount by 3/24
ESSER Funds	$ -	$ 232,879.26	$ 68,251.41	ESSER II $68,251.41 (spent 9/23) and ESSER III $164,627.85 (spend by 9/24) after "unfinished learning" deductions
Totals	**$ 4,200,000.00**	**$ 4,682,353.17**	**$ 2,417,725.32**	

Expenses

	Original Budget	Current Budget	Committed Costs	Paid To-Date	Notes
Construction Cost		$ 3,811,139.02	$ 2,110,778.22	$ 1,174,494.45	Budget is based on available funds. Committed costs are for contracts approved to-date.
Design Fees		$ 390,575.00	$ 390,575.00	$ 234,283.06	Committed costs includes fees for geotech, survey and haz material study.
Consultant Fees		$ 60,000.00	$ 54,602.77	$ 22,408.59	Fees for soil testing, special inspections, commissioning and misc consulting.
Project Management		$ 62,000.00	$ 62,000.00	$ 42,130.00	IMS not-to-exceed fee.
Permits & Fees		$ 40,000.00	$ 19,716.11	$ 19,716.11	Permit and site plan fees; no SDCs per County.
Furnishings		$ -	$ -	$ -	Furnishings, equipment, computers, etc. are either in possession or being funded separately.
Other Project Costs		$ 118,639.15	$ 118,639.15	$ 118,639.15	Attorney, bank fees & advertising paid. Builder's risk insurance not included yet.
Owner's Contingency		$ 200,000.00	NA	NA	For unforeseen costs based on current construction budget.
Totals	**$ -**	**$ 4,682,353.17**	**$ 2,756,311.25**	**$ 1,611,671.36**	

Alsea School District Bond Projects
Construction Manager's Report

Report Date: November 6, 2023

GENERAL OVERVIEW

Construction began mid-March on the Electrical Upgrade and Panel Room projects. The Panel Room has had significant delays but we expect punchlist items will be completed this month, with final inspection following. Much of the Electrical Upgrade work will be completed by November but a large part of the work involves replacing panels and routing new wiring to the panel room which can't be completed with school in session. We're still being told the main switchgear won't be delivered before April 2024 so the new systems can't be energized until that is installed.

For the HVAC Upgrade project, power connections were completed to the heat pump rooftop units in October. They'll continue making connections from rooftop units to classroom units after hours during November. Hallway fresh air units and ducts should also be installed by the end of November with work occurring after hours and on Fridays when school is out. The new gym HVAC unit and duct can't be installed until next summer when school is out, so heat isn't disrupted in the gym. All the systems will be operational when the switchgear is installed and the power upgrades are completed in June 2024.

Final design for the new CTE building will be completed for bidding and permit in December with a goal of starting construction in early 2024 and completion next summer. An RFQ for General Contractors was issued and qualifications were returned from four companies. Three very qualified contractors were approved. A project pre-bid walk-through is scheduled for December 19 with these firms.

The application for a seismic grant is in progress and will be submitted to the State in the late-2023 cycle with award expected in spring of 2024. If successful, design will start by summer 2024 with a goal of completing construction during summer 2025. The District is also eligible for a TAP grant in early 2024 to fund the seismic grant assessment and application so there will be no impact to the District's budget even if the grant isn't awarded.

PROJECT TEAM

No changes.

INTEGRITY MANAGEMENT SOLUTIONS LLC
18525 Van Horn Road, Alsea, Oregon 97324
(541) 452-1919 (541) 760-5885

BUDGET

The updated Budget Summary for bond project revenue and expenses is attached. Comments on revenue and expense elements are noted below.

Revenue

The current program budget is $4.68 million including ESSER funds and the OSCIM grant that doubles the value of the bond amount. Bond interest is being added to the income budget as it's earned.

Expenses

The "Current Budget" column in Expenses shows the projected costs matched to the Revenue budget. There is $1.9 million available for construction of the CTE Building or other uncommitted projects including $200k in Owner's Contingency for unforeseen costs on all projects.

The "Committed Costs" column shows the value of work that has been contracted so far. There were no new significant additions last month.

The "Paid to-Date" column shows the value of work that has been paid for. To-date, $1.6 million has been spent on completed work.

SCHEDULE

CB Construction is expected to complete the Panel Room for final inspections by the end of November. This delay is not affecting the Power Upgrade project because switchgear for the panel room doesn't arrive until next April or May.

The electrician will complete as much work as possible for the Electrical Upgrade by the end of November and then pull off the project until April. The new power systems are projected to be completed in June 2024.

HVAC system installation is projected to be completed in November except for the gym unit and duct which can't be installed until June 2024 when the gym is no longer being used. New HVAC equipment can't be energized until next June, when the switchgear mentioned above is installed, so the delays have no impact on the overall project schedule or cost.

The CTE Building is in final design. There have been several coordination meetings with the CTE teacher during the last month and final details are being resolved. The design team has been able to shorten their schedule and will now complete construction documents for bid and permitting by December 15. It was decided that, with the accelerated design schedule, we will not proceed with the early bid package for underground utilities and procurement of metal building components. We hope to get tighter bids and save on budget by bidding it all at once. With bids due January 10, we expect to spend the additional funds needed for the OSCIM grant match by the end of

March. Our goal is to complete construction of the new CTE Building by the end of summer 2024, if long-lead building materials can be procured in time.

PROJECT-SPECIFIC ACTIVITY

Electrical Upgrade & Panel Room

Door installation, exterior flashings and other finishes have been completed on the Panel Room and a punchwalk was held. Issue resolution is expected to be completed in mid-November.



HVAC Upgrade

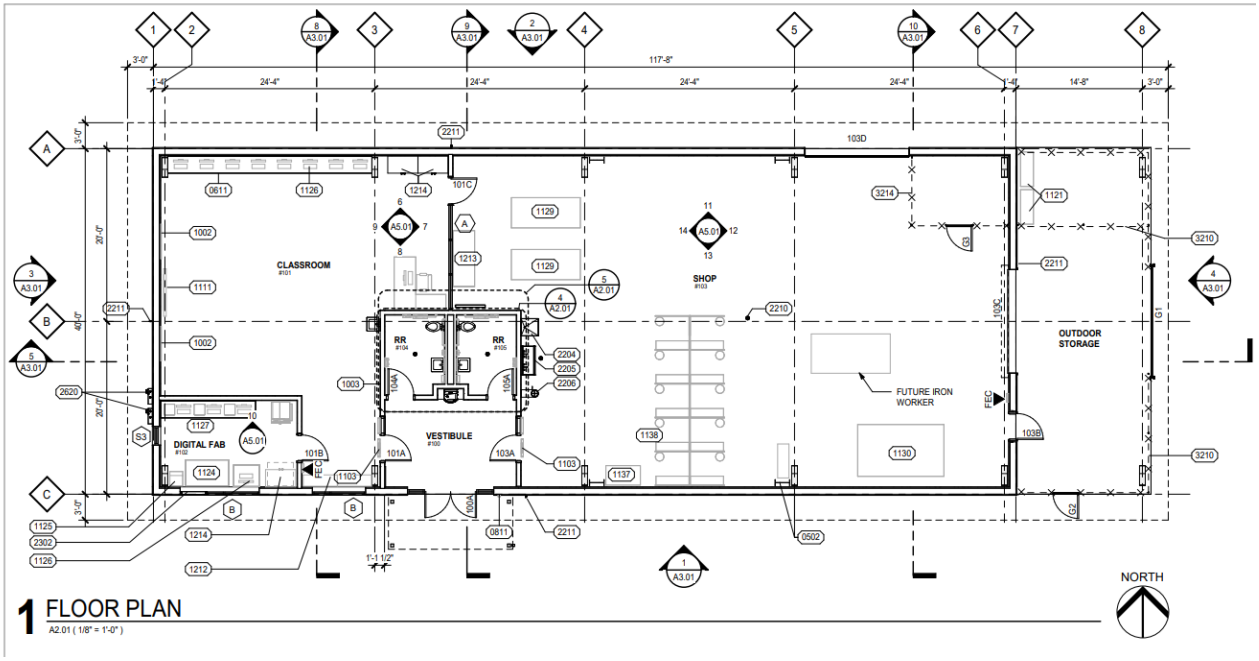
Heat pump units are installed in classrooms. Electrical and plumbing connections are being completed.



CTE Building

The most recent elevation and floor plan for the building are shown below. Details for architectural, civil, structural, mechanical, electrical and plumbing are being coordinated during regular design meetings.





COMMUNICATIONS

IMS Monthly Reports are being provided to the Bond Oversite Committee and the School Board each month. No BOC meetings are currently scheduled as members have been invited to participate in the Vocation Building design meetings. An article relaying bond progress is being prepared for the next issue of the Alsea Valley Voice.

6. **New Business**

a. GASB 87 and GASB 96

Alsea School District 7J
Board Recommendation Form

To:	The Board of Directors of Alsea School District
Prepared By:	Don Staehely, Business Manager
Date:	November 16, 2023

Background:

GASB (Governmental Accounting Standards Board) Statement 87 is a Subscription Based Information Technology Arrangements (SBITAs), that in place to ensure that the district shows all of the assets and liabilities on an accrual basis for all leases the district carries over 12 months. GASB (Governmental Accounting Standards Board) Statement 96 is a Subscription Based Information Technology Arrangements (SBITAs), that in place to ensure that the district shows all of the assets and liabilities on an accrual basis for digital subscriptions. District staff would need to spend multiple days reviewing what expenses the district incurred during the audit year in object 470, determine what contracts / user agreements are associated with those expenses, review the contracts / agreements and enter data into software, such as Debtbook. This software can cost the district anywhere from $3,000 to $20,000, based on the number of subscriptions that a district carries. District staff would have 14 days from Nov. 17th to complete this work and send to the auditor. Once this was done and submitted to the auditors, they would then pull the schedules from the software and review all contracts / agreements to confirm data outflows and then implement them into financial statements. The purpose of this statement is to ensure that the cost of financing these items does not result in an over expenditure of appropriations in the budget. However, many districts are opting to not follow these GASB because their board of directors do not find the information useful AND it is cost prohibitive for both the software and for staff time.

Action Requested:

The board vote to opt out of GASB 87 and 96.

Motion Requested:

“I motion that the Alsea School District opt out of GASB 87 and 96 for the fiscal year ending June 30, 2023.”

b. OSBA Bylaw Amendments

Alsea School District 7J
Board Recommendation Form

To:	The Board of Directors of Alsea School District
Prepared By:	Krista Nieraeth, Superintendent
Date:	November 16, 2023

Background:

OSBA is seeking to clarify their 2018 bylaws. Please see attachment for more details.

Action Requested:

I would recommend that the board approve the resolution to Amends the 2018 Bylaws as presented.

Motion Requested:

"I motion that the Alsea School District approves OSBA's Resolution to Amend the 2018 Bylaws."

Resolution

Resolution to Amend the OSBA's 2018 Bylaws

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

WHEREAS, in 2017, through a vote of the Membership, OSBA was incorporated under ORS Chapter 65 to nonprofit status and Bylaws replaced the Constitution.

WHEREAS, in 2018, through a vote of the Membership, the Bylaws were amended to expand the OSBA Board of Directors and the Legislative Policy Committee with representatives from the School Board Members of Color Caucus.

WHEREAS, The Bylaws have not been amended since 2018, the OSBA Board of Directors determined, based on its review of the proposed changes, that it was in the membership's best interest to amend the Bylaws; and

WHEREAS, the following only reflects a high-level overview of the proposed changes, all changes are reflected in the proposed bylaws.

- Clarification of the Membership voting process for both resolutions and bylaw amendments.
- Clarification of an exception to the term limits for the OSBA director serving as immediate past president.
- Clarification of the definition of a quorum for the OSBA Board of Directors.
- Combining the Finance and Budget Committees and outline the terms of the members.
- Adding a Rural School Boards Caucus representative to the Board of Directors and the Legislative Policy Committee (LPC).
- Adding language to reflect the School Board Members of Color Caucus representation on the LPC, which was inadvertently omitted during the 2018 amendment.
- Adding information regarding the PACE Board of Trustees under the Committees and Caucus section of the Bylaws.
- Adding language stating caucuses must comply with OSBA policies/guidelines and adding language to establish the Rural caucus.
- Edits to grammar, punctuation, and language for readability.

WHEREAS, after reviewing the recommended OSBA Bylaws as proposed by staff and legal counsel, the OSBA Board of Directors supports the recommendation to amend the Bylaws:

THEREFORE, BE IT RESOLVED by the OSBA Board of Directors that the proposed Bylaws be submitted to the membership for consideration during the 2023 OSBA election; and

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

Submitted by: OSBA Board of Directors



BYLAWS

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As Amended by the Membership: December 2018

Suggested Revisions: September 23, 2023

1201 COURT STREET NE, SUITE 400 • SALEM, OR 97301 | 1-800-578-OSBA • OSBA.ORG

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SECTION 1 PURPOSE

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

~~B.~~A. To work for the general advancement and improvement of the education of all public school children of the State of Oregon.

~~C.~~B. To gather and disseminate information pertinent to the successful operation of public schools.

~~D.~~C. To work for the most efficient and effective organization of public schools of this state. "Public schools" include local school districts, education service districts, the State Board of Education and community colleges classified as a political subdivision.

~~E.~~D. To work for adequate and dependable financial support for the public schools of this state.

~~F.~~E. To study all legislation which affects the public schools of Oregon and to support and work for that which appears to be desirable and to keep members informed thereof. To propose and work for the enactment of proper educational legislation.

~~G.~~F. To encourage the establishment and maintenance of best practices and high standards in the conduct and operation of the public school educational system.

~~H.~~G. To study and interpret educational programs and to relate them to the needs of pupils.

~~I.~~H. To promote public understanding of the role of school boards and school board members in the improvement of education.

~~J.~~I. To conduct seminars, conferences, and research projects in the various aspects of education for the benefit of members.

~~K.~~J. To endeavor to implement the policies, beliefs and resolutions of the Association members and board of directors.

~~L.~~K. To do such other things as the member boards or board of directors may deem appropriate for the accomplishment of these and other purposes which tend to improve public education.

~~M.~~L. To enter into such cooperative agreement with members for the pooling of resources and the provision of services as may result in the more efficient utilization of district resources and accrue to their financial advantage.

SECTION 2 MEMBERS

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

2.1.1 Local School District as defined under ORS Chapter 332;

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2.1.2 Education Service District as defined under ORS Chapter 334;

2.1.3 Community College District as defined under ORS Chapter 341;

2.1.4 State Board of Education as defined under ORS Chapter 326; and

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

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

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

2.3.1 Election and removal of directors;

2.3.2 Election and removal of the Legislative Policy Committee ("LPC") members;

2.3.3 Approval of resolutions to effectuate any of the following:

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

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

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

2.4 Voting Power.

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

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

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

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

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

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

2.5 Process of Approval of Member Resolutions.

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

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

2.6 Regional Election of Directors and LPC Members

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

(a) Eastern Region includes all of the members located in the counties of Baker, Grant, Malheur, Union, Wallowa, and Wheeler.

(b) Gorge Region includes all of the members located in the counties of Gilliam, Morrow, Sherman, Umatilla, and Wasco.

(c) Central Region includes all of the members located in the counties of Crook, Deschutes, and Jefferson.

(d) Southeast Region includes all of the members located in the counties of Harney, Klamath, and Lake.

(e) Southern Region includes all of the members located in the counties of Jackson and Josephine.

(f) Lane Region includes all of the members located in the county of Lane.

(g) Clackamas Region includes all of the members located in the county of Clackamas and Hood River.

(h) Douglas/South Coast Region includes all of the members located in the counties of Coos, Curry, and Douglas.

(i) Linn, Benton, Lincoln Region includes all of the members located in the counties of Benton, Lincoln, and Linn.

(j) Marion Region includes all of the members located in the county of Marion.

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(k) Yamhill, Polk Region includes all of the members located in the counties of Polk and Yamhill.

(l) North Coast Region includes all of the members located in the counties of Clatsop, Columbia, and Tillamook.

(m) Washington Region includes all of the members located in the county of Washington.

(n) Multnomah Region includes all of the members located in the county of Multnomah.

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

2.6.2 Regional elections shall be taken by majority vote of the members within the region.

2.7 Modification of Regions. A formal review of the regional organizations described in Section 2.6.1 shall be conducted by the board of directors at least every three years commencing with 2017. Any recommended changes to the regional organization shall be submitted to the members in the form of a resolution in accordance with the provisions of Section 2.11.

2.8 Annual Meetings. An annual meeting of members shall be held in November of each year unless a different date or time is fixed by the board of directors and stated in the notice of the meeting. Failure to hold an annual meeting on the stated date shall not affect the validity of any corporate action. At the annual meeting, the president and secretary-treasurer of the board of directors, any other officer or person whom the president may designate, shall report on the state of the Association, the activities and financial condition of the Association.

2.9 Special Meetings. A special meeting of members shall be held upon the call of the president or 25 percent of the board of directors. All members shall be officially notified of a special meeting by written notice, mailed via U.S. mail or electronic mail to all members at least 15 days prior to the date of the meeting. Such notice shall include a description of all agenda items and any matters to be voted upon by the members, the place and time of the meeting, and instructions describing the method by which members can participate by telephone or video. Notice shall also comply with all procedures and include any information as required by ORS Chapter 192.

2.10 Telephonic/Video Meetings. The board of directors may permit any member to participate in an annual or special meeting, or conduct the meetings through, use of any means of communication by which all persons participating may simultaneously hear each other during the meeting. A member participating in the meeting by this means is deemed to be present in person at the meeting.

2.11 Place of Meetings. Meetings of the members shall be held at any place in or out of Oregon designated by the board of directors. If a meeting place is not designated by the board of directors, the meeting shall be held at the Association's principal office.

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2.12 Action by Written Ballot. Any action required of the members will be taken by written ballot and ~~or permitted to be taken at a members' meeting may be taken without a meeting if~~ the Association will deliver~~s~~ a written ballot to every member entitled to vote on the matter. ~~A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds a quorum of the members, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast is the same as the number of votes cast by ballot. A written ballot shall set forth each proposed action, indicate the number of responses needed to meet the quorum requirements, state the percentage of approvals necessary to approve each matter, and specify a reasonable time by which a ballot must be received by the Association in order to be counted.~~ Once delivered, a written ballot may not be revoked.

~~**2.13 Unanimous Written Consent.** Any action required or permitted to be taken at a members' meeting may be taken without a meeting if the action is taken by all members entitled to vote on the matter. The action shall be evidenced by one or more written consents describing the action taken, signed by each member, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this section is effective when the last member entitled to vote on the matter signs the consent, unless the consent specifies an earlier or later effective date.~~

2.13 Quorum ~~and Voting~~. ~~A quorum of the members shall consist of those votes represented at a meeting of the members. If a quorum is present when a vote is taken, the affirmative vote of a majority of the votes represented and voting when the action is taken is the act of the members except to the extent that the articles of incorporation, these bylaws, or applicable law require the vote of a greater number of members.~~ A quorum of the members shall consist of a majority of members in good standing at the time the ballots are to be returned to the association.

2.1.4 Approval: With the exception of approving amendments to the Association's bylaws, which is outlined in Section 7.1 of these bylaws, approval by written ballot is effective when:

2.14.1 The number of votes cast by ballot equals or exceeds a quorum of the members; and

2.1.4.2 The number of approvals equals or exceeds a majority of the number of returned ballots.

SECTION 3 DIRECTORS

3.1 Powers. Except as provided under Section 2.2, all corporate powers shall be exercised by or under the authority of and the affairs of, are managed under the direction of ~~a~~ the board of directors. The board of directors shall adopt policies defining specific obligations of the board of directors.

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

3.3 Number. The board of directors shall consist of not fewer than three nor more than ~~24~~ 25 persons. The number of directors may be fixed or changed periodically, within the minimum, and maximum by the members.

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

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

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

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

3.5 Composition. The board of directors will be comprised of up to 23 regionally elected directors, one designated director as defined in the bylaws of the Oregon School Board Members of Color Caucus, one designated director as defined in the bylaws of the Oregon Rural School Boards Caucus and ex-officio nonvoting members as delineated in Section 3.5.4.

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

(a) Clackamas Region shall elect two directors;

(b) Marion Region shall elect two directors;

(c) Washington Region shall elect three directors; and

(d) Multnomah Region shall elect three directors.

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

3.5.2 Regional Election. The nomination and election of directors shall be in accordance with the elections calendar annually adopted by the board. Each regional candidate for a director position shall be nominated by a member within the region by means of a nomination form. The board of directors shall distribute notice of position vacancies, candidate information packets, and official nomination forms to all incumbent directors and members in electing regions. To nominate a director candidate, one or more of the members in the region must timely submit to the board of directors a formal resolution or motion of the member and the completed nomination form(s). Nominations in regions where there is more than one open director position shall indicate the numbered position for which the nomination is being submitted. Each member in a region shall have one vote in the regional elections for the board of directors. The director candidate receiving a majority of the votes of the members shall be elected. In cases where there are more than two candidates nominated for any position, and none receives a majority of the votes cast, a second ballot

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shall be required between the two candidates receiving the highest number of votes; the one receiving a majority of the votes is elected.

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

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

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

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

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

(d) The immediate past president of the Confederation of School Administrators;

(e) The board section president of the Oregon Association of Education Service Districts;

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

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

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

3.6 Vacancies. In the event that any director position~~,~~ other than the immediate past president is vacant during the term of office, the remaining directors may appoint an interim director from the same region to serve until December 31 of the same year. If the board of directors cannot recruit a candidate from the region, they may appoint a person from a contiguous region to serve as director representing the open region. An individual appointed as a director from a contiguous region is not eligible to serve as an officer of the board. The members shall elect, using the procedures in Section 3.5.2, an interim director to serve from January 1 of the next year until the end of the remaining term. If there is a vacancy in an OSBA caucus-designated director position~~the Members of Color Caucus' director position~~, then the ~~Caucus~~ caucus shall, as set forth in Section 3.5.3, appoint a new ~~Caucus~~ caucus ~~officer~~ representative to serve the remaining term.

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

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

3.9 Meetings. An annual meeting of the board of directors shall be held immediately after, and at the same place as, the annual meeting of members. If the time and place of any other directors' meeting is regularly scheduled by the board of directors, the meeting is a regular meeting. All other meetings are special meetings. A special meeting of the board of directors may be called by the president or the president-elect or 20 percent of the board of directors. The board of directors may hold annual, regular or special meetings at any location in ~~or out of~~ the State of Oregon.

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

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

3.12 Quorum ~~and Voting~~. A quorum of the board of directors shall consist of a majority of the number of directors in office ~~immediately before~~ at the time the meeting begins. ~~If a quorum is present when a vote is taken, the affirmative vote of a majority of the directors present when the action is taken is the act of the board of directors except to the extent that the articles of incorporation, these bylaws, or applicable law require the vote of a greater number of directors.~~

~~3.12~~3.13 Voting: If a quorum is present when a vote is taken, the affirmative vote of a majority of the directors present when the action is taken is the act of the board of directors except to the extent that the articles of incorporation, these bylaws, or applicable law require the vote of a greater number of directors.~~.~~

~~3.13~~3.14 Presumption of Assent. A director who is present at a meeting of the board of directors when corporate action is taken is deemed to have assented to the action taken unless:

(a) The director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting the business at the meeting; and

(b) The director's dissent from the action taken is entered in the minutes of the meeting.

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~~3.14~~3.15 **Compensation.** Directors and members of committees may receive reimbursement of such expenses as may be determined by resolution or policy of the board of directors to be just and reasonable. Directors shall not otherwise be compensated for service in their capacity as directors.

~~3.15~~3.16 **Director Conflict of Interest.** The Association shall maintain a Conflict of Interest policy the terms of which comply with ORS 65.361 and ORS Chapter 244. The board of directors shall annually review and notify its members and directors of the current Conflict of Interest policy. Each director shall annually complete and return a Conflict of Interest statement.

SECTION 4 COMMITTEES AND CAUCUSES

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

4.1.1 Executive Committee. The executive committee shall consist of five officers of the board of directors: the president as chairman, the president-elect, the vice president, the secretary-treasurer and the immediate past president. The executive committee may act, pursuant to delegation of authority to such committee by the board of directors, in place and instead of the board of directors between board meetings on all matters except those specifically reserved to the board under the terms of the bylaws. Actions of the executive committee shall be reported to the board by mail, email or at the next board meeting.

4.1.2 **Finance Committee.** The finance committee shall be appointed by the president and shall be composed of members from Oregon public school districts, education service districts, and community colleges with boards that meet all criteria to be Association voting members. The members shall include, but are not limited to, the Association secretary/treasurer and vice president, one Association board director from the PACE board, one district business official and one at-large board member. ~~The finance committee shall operate within the guidelines of the corporation's investment policy and the Finance Committee Operating Manual.~~

(a) Finance committee members serve for a term of two (2) years unless they are appointed to replace a member who left the committee before finishing their two-year term, in which case the member will serve the remainder of the two-year term.

(b) The finance committee shall operate within ~~the guidelines of the~~ corporation's investment ~~policy~~guidelines and the Finance Committee o~~O~~perating ~~Manualg~~Guidelines.

~~4.1.2~~4.1.3 **Legislative Policy Committee.** The board of directors shall maintain a Legislative Policy Committee (LPC).

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

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(b) Composition**.** The LPC shall be composed of the voting members of the board of directors and the regional representatives elected under the procedures defined in 4.1.3(c) and (d) and one designated voting member as defined in the bylaws ~~o~~f the Oregon School Board Members of Color Caucus and the Oregon Rural School Boards Caucus. All committee members must be elected or appointed directors of a member. The vice president of the ~~board~~ board of directors shall chair the LPC.

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

(d) Election**.** Each LPC member shall be elected by majority of member boards of a region. Each region shall elect the number of LPC members as described in Section 3.5, without regard to Section 3.5.1(d). Such elections shall be held using the procedures described in Section 3.5.2.

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

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

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

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

4.2 Other Board Committees. The board of directors may create one or more committees of the board of directors and appoint directors and representatives of members to serve on such committee. The creation of a committee and the appointment of directors and member representatives to the committee must be approved by a majority of all directors in office when the action is taken. The provisions of these bylaws governing meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of the board of directors shall apply to committees and their members as well. Committees of the board of directors may, to the extent specified by the board of directors, exercise the authority of the board of directors; provided, however, that no committee of the board of directors may:

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(a) Authorize distributions, provided that this restriction does not apply to payment of value for property received or services performed or payment of benefits in furtherance of the Association's purposes;

(b) Approve or recommend dissolution, merger, or the sale, pledge, or transfer of all or substantially all of the Association's assets;

(c) Elect, appoint, or remove directors or fill vacancies on the board or on any of its committees; or

(d) Adopt, amend, or repeal the articles of incorporation or bylaws.

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

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

4.4.1 Clearly articulate the vision, mission and goals of the Caucus.

4.4.2 Adopt bylaws for operating, programming and governing within the context of the Association bylaws described herein.

4.4.3 Comply with Association policies and guidelines.

~~**4.4.3**~~**4.4.4** Caucuses shall be added or eliminated to this provision through the amendment process described in these bylaws.

4.4.5 ~~With the adoption of this section, the~~ The Oregon School Board Members of Color Caucus ~~is~~ was established by a vote of the membership in 2018.

4.4.5 With the adoption of this section~~s~~, the Oregon Rural School Boards Caucus is established.

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

SECTION 5 OFFICERS OF THE BOARD OF DIRECTORS

5.1 Appointment. The board of directors shall elect officers by majority vote at least 10 days prior to the November member meeting. In cases where there are more than two candidates nominated for any position, and none receives a majority of the votes, a second ballot shall be

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required between the two candidates receiving the highest number of votes. The one receiving a majority of the votes is elected.

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

5.3 Compensation and Term of Office. Officer terms are one calendar year. No officer except the secretary-treasurer shall serve two consecutive terms in the same office unless the director completed a term for another officer who was unable to complete a term and is then voted into the same position the following year. The secretary-treasurer may serve up to two consecutive one-year terms. Directors and members of committees may receive reimbursement of such expenses as may be determined by resolution of the board of directors to be just and reasonable. Directors shall not otherwise be compensated for service in their capacity as directors.

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

5.5 Officers. The officers of the Association are as follows:

5.5.1 President: The president shall preside at all member meetings of the Association and of the board of directors; shall appoint, committees subject to the approval of the board of directors; shall call all regular and special meetings as provided herein; shall be ex-officio voting member of all committees. The president shall automatically serve as immediate past president for the following term. The president serves for a term of one calendar year.

5.5.2 President-elect: In the absence of the president, the president-elect shall assume the powers and duties of the president, and when a vacancy occurs in the office of president, shall serve in that capacity for the remainder of the term. The president-elect shall automatically serve as president for the following term, even if required to fill an uncompleted term as president. In addition, the president-elect shall assume duties related to the oversight of Association member elections and resolutions processes and such other administrative duties as are assigned by the president. The president-elect serves for a term of one calendar year.

5.5.3 Vice president: In the absence of the president-elect shall assume the powers and duties of the president-elect. The vice president shall also serve as the chair of the LPC. The vice president serves for one calendar year.

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5.5.4 Secretary-treasurer: The secretary-treasurer shall be responsible for keeping in a suitable minute book accurate minutes of all board of director meetings; shall carry on official correspondence of the Association; shall arrange for proper banking facilities; and shall receive, account for and disburse funds in a businesslike manner as provided for by the board of directors; shall see that the minutes of the previous meetings are read, and shall give an itemized and detailed report of the financial condition of the Association at each annual meeting and at such other times as may be required by the board of directors. Such duties of the secretary-treasurer as may be specified by the board of directors may be delegated to the executive director or a designated member of the staff. The secretary-treasurer serves for a term of one calendar year.

5.5.5 Immediate past president: The immediate past president shall advise and counsel with other officers. The immediate past president chairs the officer succession planning process. The past president serves for one calendar year.

5.5.6 Assistants: The board of directors may appoint or authorize the appointment of an assistant to the secretary-treasurer. Such assistant may exercise the powers of the secretary-treasurer, as the case may be, and shall perform such duties as are prescribed by the board of directors.

SECTION 6 NONDISCRIMINATION

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

SECTION 7 GENERAL PROVISIONS

7.1 Amendment of Bylaws.

7.1.1 Amendments to the bylaws may be initiated by the board of directors or submitted by a member to the board of directors. ~~Amendments must be approved by a vote of two-thirds majority of the members at any regular or special meeting. The board of directors shall provide written notice to the members containing a statement that the members will be asked to approve the amendment and a copy of the proposed amended bylaws. Such notice shall be provided by US mail or email at least 15 days prior to the member meeting at which the vote will take place.~~

7.1.2 The board of directors shall provide written notice to the members containing a statement that the members will be asked to approve the amendment and a copy of the proposed amended bylaws.

7.1.3 Action by Written Ballot: The Association will deliver a written ballot to every member entitled to vote on the matter. The ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action and specify a reasonable time by which a ballot must be received by the Association in order to be counted. Once delivered, a ballot may not be revoked.

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7.1.4 Approval: Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds a quorum of the members, and the number of approvals equals or exceeds two-thirds majority of the number of the returned ballots.

7.1.5 Quorum: A quorum of the members shall consist of a majority of members in good standing at the time the ballots are to be returned to the Association.

~~7.1.2~~7.1.6 Whenever an amendment or new bylaw is adopted, it shall be copied in the minute book with the original bylaws in the appropriate place. If any bylaw is repealed, the fact of repeal and the date on which the repeal occurred shall be stated in such book and place.

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

7.3 Checks, Drafts, Etc. All checks, drafts, and other orders for payment of money, notes, or other evidences of indebtedness issued in the name of or payable to the Association shall be signed or endorsed by such person or persons and in such manner as shall be determined by resolution of the board of directors.

7.4 Deposits. All funds of the Association not otherwise employed shall be deposited to the credit of the Association in those banks, trust companies or other depositories as the board of directors or officers of the Association designated by the board of directors select, or be invested as authorized by the board of directors.

7.5 Loans or Guarantees. The Association shall not borrow money and no evidence of indebtedness shall be issued in its name unless authorized by the board of directors. This authority may be general or confined to specific instances. Except as explicitly permitted by ORS 65.364, the Association shall not make a loan, guarantee an obligation or modify a pre-existing loan or guarantee to or for the benefit of a director or officer of the Association.

7.6 Execution of Documents. The board of directors may, except as otherwise provided in these bylaws, authorize any officer or agent to enter into any contract or execute any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances. Unless so authorized by the board of directors, no officer, agent, or employee shall have any power or authority to bind the Association by any contract or engagement, or to pledge its credit, or to render it liable for any purpose or for any amount.

7.7 Insurance. The Association may purchase and maintain insurance on behalf of an individual against liability asserted against or incurred by the individual who is or was a director, officer, employee, or agent of the Association, or who, while a director, officer, employee, or agent of the Association, is or was serving at the request of the Association as a director, officer, partner, trustee, employee, or agent of another foreign or domestic business or nonprofit corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise; provided, however, that the Association may not purchase or maintain such insurance to indemnify any director, officer, or agent of the Association in connection with any proceeding charging improper personal benefit to the director, officer, or agent in which the director, officer, or agent was adjudged liable on the basis that personal benefit was improperly received by the director, officer, or agent.

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7.8 Fiscal Year. The fiscal year of the Association shall begin on the first day of July 1 and end on the last day of June in each year.

7.9 Severability. A determination that any provision of these bylaws is for any reason inapplicable, invalid, illegal or otherwise ineffective shall not affect or invalidate any other provision of these bylaws.

* * * * *

The foregoing bylaws were approved by the membership of the Oregon School Boards Association on December 14, 2018. The original bylaws were duly adopted by the Board of Directors of OSBA on September 15, 2017, and approved by the membership on December 15, 2017.

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Crosswalk for OSBA Proposed Bylaw changes
New language is underlined; deleted language is ~~struck through~~; and moved language is highlighted.

Section	Proposed Language	What changed
2.12	**Action by Written Ballot.** Any action required of the members will be taken by written ballot and ~~or permitted to be taken at a members' meeting may be taken without a meeting if~~ the Association will deliver a written ballot to every member entitled to vote on the matter. ~~A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds a quorum of the members, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast is the same as the number of votes cast by ballot. A written ballot shall set forth each proposed action, indicate the number of responses needed to meet the quorum requirements, state the percentage of approvals necessary to approve each matter, and specify a reasonable time by which a ballot must be received by the Association in order to be counted.~~ Once delivered, a written ballot may not be revoked.	This is a major edit that clarifies the process for membership voting. The current language assumed voting by the membership might take place in a face-to-face meeting, which will never occur as we consider our members to be school boards, esd board and community college boards and not individuals board members. This change clarifies the process of action of the membership by written ballot.
~~2.13~~	~~Unanimous Written Consent. Any action required or permitted to be taken at a members' meeting may be taken without a meeting if the action is taken by all members entitled to vote on the matter. The action shall be evidenced by one or more written consents describing the action taken, signed by each member, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this section is effective when the last member entitled to vote on the matter signs the consent, unless the consent specifies an earlier or later effective date.~~	Language removed as the organization only allows membership voting via a written ballot. (See above).
~~2.1.4~~ 2.1.3	Quorum.~~and Voting.~~ ~~A quorum of the members shall consist of those votes represented at a meeting of the members. If a quorum is present when a vote is taken, the affirmative vote of a majority of the votes represented and voting when the action is taken is the act of the members except to the extent that the articles of incorporation, these bylaws, or applicable law require the vote of a greater number of members.~~ A quorum of the members shall consist of a majority of members in good standing at the time the ballots are to be returned to the association.	Edited to clarify the definition of a quorum.
2.1.4	Approval: With the exception of approving amendments to the Association's bylaws, which is outlined in Section 7.1 of these bylaws, approval by written ballot is effective when: 2.14.1 The number of votes cast by ballot equals or exceeds a quorum of the members; and	Edited to clarify what is needed for approval when the membership is voting by ballot.

	2.1.4.2 The number of approvals equals or exceeds a majority of the number of returned ballots.	
Section	Proposed Language	What changed
3.2	**Qualifications.** Directors must serve on the board of a member of the Association throughout the duration of their term, with the exception of the director serving as past president.	Edit to specify an exception for the past president position only.
3.3	**Number.** The board of directors shall consist of not fewer than three nor more than ~~24~~ 25 persons. The number of directors may be fixed or changed periodically, within the minimum, and maximum by the members.	Edit to account for Rural Caucus appointee to the Board of Directors.
3.4.3	If a director serving as ~~an officer~~ immediate past president requires additional time beyond the term limits outlined above, the term limits will be held in abeyance to allow the director to complete their term as immediate past president.	New language added to specify an exception for the past president position only.
3.5	**Composition.** The board of directors will be comprised of up to 23 regionally elected directors, one designated director as defined in the bylaws of the Oregon School Board Members of Color Caucus, one designated director as defined in the bylaws of the Oregon Rural School Boards Caucus and ex-officio nonvoting members as delineated in Section 3.5.4.	**Edit to correct grammar and new language added to** add the Rural Caucus appointee to the Board of Directors.
3.5.3	**Designated Representatives.** In accordance with their bylaws, caucuses of OSBA, ~~The Oregon School Board Members of Color Caucus~~ shall appoint ~~an officer~~ a representative of the Caucus to serve as a director of the Association. The ~~appointee, as defined in the Caucus bylaws~~ representative must~~, shall~~ be an elected or appointed member of any public board of education in Oregon who is an active member in good standing with the Association. All Association bylaws and policies shall apply to the designated representative serving as the Caucus' director of the Association.	Edit to account for Rural Caucus appointee to the Board of Directors and any future Caucus.
3.6	**Vacancies.** In the event that any director position~~,~~ other than the immediate past president is vacant during the term of office, the remaining directors may appoint an interim director from the same region to serve until December 31 of the same year. If the board of directors cannot recruit a candidate from the region~~,~~ they may appoint a person from a contiguous region to serve as director representing the open region. An individual appointed as a director from a contiguous region is not eligible to serve as an officer of the board. The members shall elect, using the procedures in Section 3.5.2, an interim director to serve from January 1 of the next year until the end of the remaining term. If there is a vacancy in an OSBA caucus-designated director position, ~~Members of Color Caucus' director position,~~	Edit to account for Rural Caucus appointee to the Board of Directors and any future Caucus.

	then the ~~C~~caucus shall, as set forth in Section 3.5.3, appoint a new ~~C~~caucus ~~officer~~ representative to serve the remaining term.	

Section	Proposed Language	What changed
3.12	**Quorum ~~and~~ Voting.** A quorum of the board of directors shall consist of a majority of the number of directors in office at the time the meeting begins. If a quorum is present when a vote is taken, the affirmative vote of a majority of the directors present when the action is taken is the act of the board of directors except to the extent that the articles of incorporation, these bylaws, or applicable law require the vote of a greater number of directors.	Edited to clarify the definition of a quorum for the OSBA Board of Directors. Highlighted text was moved to section 3.13.
3.13	**Voting.** If a quorum is present when a vote is taken, the affirmative vote of a majority of the directors present when the action is taken is the act of the board of directors except to the extent that the articles of incorporation, these bylaws, or applicable law require the vote of a greater number of directors.	Language moved from section 3.12 but there is no change to current language.
2.1.2	**Finance Committee.** The finance committee shall be appointed by the president and shall be composed of members from Oregon public school districts, education service districts, and community colleges with boards that meet all criteria to be Association voting members. The members shall include, but are not limited to, the Association secretary/treasurer and vice president, one Association board director from the PACE board, one district business official and one at-large board member. The finance committee shall operate within the guidelines of the corporation's investment policy and the Finance Committee Operating Manual. (a) Finance committee members serve for a term of two (2) years unless they are appointed to replace a member who left the committee before finishing their two-year term, in which case the member will serve the remainder of the two-year term. (b) The finance committee shall operate within ~~the guidelines of~~ the corporation's investment ~~policy~~ guideline(s) and the Finance Committee Operating ~~Manual~~ guideline.	Highlighted struck out language moved to (b). New language added related to the terms finance committee members. Language moved from 2.1.2 and edited language to reflect the committee's use of guidelines and not policies.
4.1.3 (b)	Composition. The LPC shall be composed of the voting members of the board of directors and the regional representatives elected under the procedures defined in 4.1.3(c) and (d) and one designated voting member as defined in the bylaws of the Oregon School Board Members of Color Caucus and the	Added language to add the School Board Members of Color caucus, which was inadvertently omitted during the previous amendment. Added language to include the Rural School Boards Caucus.

	Oregon Rural School Boards Caucus. All committee members must be elected or appointed directors of a member. The vice president of the board of directors shall chair the LPC.	
Section	Proposed Language	What changed
4.14	PACE Trustees: The board of directors shall appoint the trustees of the OSBA Property and Casualty Coverage for Education Trust ("PACE"). As per the PACE Restated Trust Agreement, the PACE trustees shall nominate trustee candidate(s) to the OSBA board of directors. If the list of candidates is not acceptable by the board of directors, the PACE trustees will continue to submit nominated candidate(s) for consideration until accepted by the board of directors. (a) PACE trustees taking office on or after January 1, 2023, may serve three consecutive three-year terms and, if eligible, may return after a one-year hiatus.	This is new language to add PACE Trustees under the Committees and Caucus section and to outline the process for appointment as well as the terms of the members.
4.4 4.4.3 4.4.5 4.4.6	**Caucuses** Comply with Association policies and guidelines. The Oregon School Board Members of Color Caucus ~~is~~ was established by a vote of the membership in 2018. With the adoption of this section~~s~~, the Oregon Rural School Boards Caucus is established.	New language stating caucuses must comply with OSBA policies/guidelines. Edited language outlining when the OSBMCC was established. New language to establish the Rural caucus.
Section 7.1 7.1.1	**Amendment to bylaws** Amendments to the bylaws may be initiated by the board of directors or submitted by a member to the board of directors. ~~Amendments must be approved by a vote of two-thirds majority of the members at any regular or special meeting.~~ The board of directors shall provide written notice to the members containing a statement that the members will be asked to approve the amendment and a copy of the proposed amended bylaws. ~~Such notice shall be provided by US mail or email at least 15 days prior to the member meeting at which the vote will take place.~~	This section was edited for clarity and readability. No substantial change to content. The highlighted language was moved to the next paragraph but there was no change to the language.

7.1.2	The board of directors shall provide written notice to the members containing a statement that the members will be asked to approve the amendment and a copy of the proposed amended bylaws.	This language was moved from the section above with no changes.

Section	Proposed Language	What changed
7.1.3	**Action by Written Ballot:** The Association will deliver a written ballot to every member entitled to vote on the matter. The ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action and specify a reasonable time by which a ballot must be received by the Association in order to be counted. Once delivered, a ballot may not be revoked.	This is new language to outline the process of voting on bylaw changes.
7.1.4	**Approval:** Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds a quorum of the members, and the number of approvals equals or exceeds two-thirds majority of the number of the returned ballots.	Language added to clarify approval of the membership on bylaw changes.
7.1.5	**Quorum:** A quorum of the members shall consist of a majority of members in good standing at the time the ballots are to be returned to the Association.	Language added to clarify the definition of a quorum for action on bylaw changes.

Minor Edits

Section	Proposed Language
1	**Purpose:** No change to language – formatting change only
2.4.2	**Voting Power/Resolution:** (d) K-12 Local Districts with an ADMr ~~between~~ of 39,000.1 ~~and above~~ or more shall have five votes.
3.1	**Powers.** Except as provided under Section 2.2, all corporate powers shall be exercised by or under the authority of and the affairs of, are managed under the direction of ~~a~~ the board of directors. The board of directors shall adopt policies defining specific obligations of the board of directors.
3.5.2	**Regional Election.** The nomination and election of directors shall be in accordance with the elections calendar annually adopted by the board.
3.9	**Meetings.** An annual meeting of the board of directors shall be held immediately after, and at the same place as, the annual meeting of members. If the time and place of any other directors' meeting is regularly scheduled by the board of directors, the meeting is a regular meeting. All other meetings are special meetings. A special meeting of the

	board of directors may be called by the president or the president-elect or 20 percent of the board of directors. The board of directors may hold annual, regular or special meetings at any location in ~~or out of~~ the State of Oregon.
4.1.3	**Legislative Policy Committee.** The board of directors shall maintain a Legislative Policy Committee (LPC).

c. OSBA Rural Caucus Resolution

Alsea School District 7J
Board Recommendation Form

To:	The Board of Directors of Alsea School District
Prepared By:	Krista Nieraeth, Superintendent
Date:	November 16, 2023

Background:

OSBA is looking to creating a Rural School Board Members Caucus for school districts in Oregon whose members are serving on a public board of education in Oregon who are active members in good standing with the Oregon School Boards Association and serve a school district with a population density of less than 200 people per square mile and/or total school district population less than 20,000 people. This caucus serves to help elevate the voice of rural school districts in OSBA and on the OSBA board of directors.

Action Requested:

I would suggest the board vote in favor of the resolution to support the Resolution to Amend Oregon School Boards Association's Bylaws Relating to Composition of the Board of Directors, which will create the Rural School Board Members Caucus

Motion Requested:

"I motion that the Alsea School District approves OSBA's Resolution to Amend Oregon School Boards Association's Bylaws Relating to Composition of the Board of Directors."

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

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

WHEREAS, the Oregon Rural School Board Advisory Committee has been active and publicly supported by OSBA's Board of Directors since April 22, 2022; and has developed a mission statement and goals; and has established bylaws; and

WHEREAS, the Advisory Committee is ready to elect officers and their Rural Leadership Assembly; and

WHEREAS, the Advisory Committee has articulated its mission as follows: "To build collaborative relationships and promote quality education for all students with emphasis on the unique needs of school boards and students in rural communities."

WHEREAS, OSBA's Board of Directors recognizes the importance of the Advisory Committee's value and mission; and

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

THEREFORE, BE IT RESOLVED by the OSBA Board of Directors that the proposed bylaws amendment designating a Caucus representative as a voting member of the OSBA Board of Directors and Legislative Policy Committee be submitted to the membership for consideration during the 2023 OSBA election; and

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

Submitted by: OSBA Board of Directors

BYLAWS

OREGON RURAL SCHOOL BOARD MEMBERS CAUCUS

OF THE

OREGON SCHOOL BOARDS ASSOCIATION

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ARTICLE 1

CHARTER

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

OSBA is aware and acknowledges that diversity is a core value of OSBA. OSBA desires to identify areas of concern and causation, convene a caucus of stakeholders, and create a plan to better promote and support the success of rural students.

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

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

ARTICLE 2

NAME, MISSION AND GOALS:

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

2.2 Mission: To build collaborative relationships and promote quality education for all students with emphasis on the unique needs of school boards and students in rural communities.

2.3 *Goals:*

2.2.1 To elevate the voice of rural school districts and recognize their unique needs.

2.2.2 To build and maintain collaborative relationships between OSBA and rural school boards.

2.2.3 To develop, promote, and advance legislation supporting rural schools and understand the impact of statewide legislation to each rural community and district.

2.2.4 To build collaborative relationships and promote quality education for all students with emphasis on the unique needs of school boards and students in rural communities.

2.2.5 To support school boards in rural communities by prioritizing professional development of rural board members and bringing training and other resources to rural areas.

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ARTICLE 3

MEMBERSHIP

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

3.2 Members. The Caucus members may include any elected or appointed member of any public board of education in Oregon who are active members in good standing with the Oregon School Boards Association *and serve a school district with a population density of less than 200 people per square mile and/or total school district population less than 20,000 people*. All board members of Oregon Education Service Districts are eligible to participate in the Rural Caucus. If a school board member or district does not meet the aforementioned qualification but feels they are indeed a rural district, an appeal process will be available as outlined in policy. Caucus members may participate in all discussions, vote, and serve as an officer of the Caucus. Members must attend the meeting in person (or virtually) *to vote. Voting by proxy shall not be permitted.*

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

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

ARTICLE 4

BUDGET

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

ARTICLE 5

MEETINGS

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

5.2 Regular and Special Meetings.

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

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

5.2.3 Place of Meetings. Regular and special meetings of the Caucus shall be held at any location (or virtually) within Oregon as designated by the President or the Executive Committee.

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5.3 Notice.

5.3.1 Notice and agenda of every annual meeting, regular or special meeting of members, stating the time and place thereof, shall be posted to the OSBA website, no less than 14 days prior to such meeting.

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

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

5.6 Records. The President shall see that all correspondence, minutes, agendas, and Charter be sent to and kept on file with OSBA. Minutes from each meeting shall be posted to the OSBA website.

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

ARTICLE 6

Rural Leadership Assembly

6.1 Composition. The Rural Leadership Assembly of the Caucus shall consist of 9 members, and shall include *one representative from each OSBA district with 10 or more districts defined as rural (Regions 1, 2, 4, 6, 9, and 14), plus 3 at-Large* members. The executive committee (President, Vice-President, Secretary/Treasurer) shall be elected from the body of the Rural Leadership Assembly by the members of the Rural School Board Members Caucus.

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

6.3 Nomination and Election

6.3.1 Nomination. Rural Leadership Assembly members may be nominated by either (a) the nominating committee, or (b) a caucus member at the annual meeting.

6.3.2 Election. The members shall elect the Leadership Council by majority vote at the annual meeting. Positions 1, 4, 9, and at large #1 shall be elected in even numbered years, and positions 2, 6, 14, at large #2 and at large #3 shall be elected in odd numbered years.

6.4 Designations

6.4.1 President. The President shall preside at all meetings of the Caucus and the Executive Committee. The President shall appoint all standing and special committees and shall be an ex officio member of all committees, except the nominating committee, with voting power. The President shall sign all official reports of the Caucus.

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6.4.2 Vice President. The Vice President shall have such duties as from time-to-time may be assigned by the Executive Committee, and in the absence of the President, the Vice-President shall have and perform all the powers and duties of the President.

6.4.3 Secretary/Treasurer. The Secretary/Treasurer shall keep the minutes and records and shall see that all notices are duly given in accordance with the provisions of law and this Charter, and such other duties as from time-to-time may be assigned by the Executive Committee. The Secretary/Treasurer shall maintain a roster of the current membership. The Secretary/Treasurer shall have the responsibility for receiving and disbursing all funds related to the Caucus in coordination with the OSBA liaison. The Secretary/Treasurer shall report regularly to the Executive Committee, shall prepare a written yearly financial report to be distributed to the members at each annual meeting, and shall perform other duties assigned by the Executive Committee.

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

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

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

ARTICLE 7

EXECUTIVE COMMITTEE

7.1 Composition. There shall be an Executive Committee made up of the President, Vice-President, and Secretary/Treasurer.

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

(a) To respond to any inquiry or question from OSBA.

(b) To act on behalf of the Caucus when deemed necessary by the President.

(c) To review plans and programs to be presented to the Caucus at its meetings.

(d) *To give direction to the OSBA liaison on legislative action to come before the state legislature on which there is no formal Caucus policy or resolution.*

(e) Members of the Executive committee will be elected from the Rural Leadership Assembly.

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

7.4 *Administration*. The Executive Committee shall keep regular minutes of its proceedings and all actions by the Executive Committee shall be reported promptly to the membership. Such actions shall be subject to review by the membership, provided that no rights of third parties shall be affected by such review.

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ARTICLE 8

COMMITTEES

The President may establish committees of 2 or more members to serve at the discretion of the President. These committees would consist of such persons and perform such duties as the President designates from time to time; provided, however, that the committees may not act on behalf of the Caucus but may make recommendations to the Caucus for approval. The Chair of any such committee shall be a member of the Leadership Assembly.

ARTICLE 9

SEAT ON THE OSBA'S BOARD OF DIRECTORS AND LEGISLATIVE POLICY COMMITTEE

9.1 The Caucus shall appoint one officer from the Rural Leadership Assembly to serve as liaison to the OSBA Board of Directors and to be a voting member of the OSBA Board of Directors for a two year term. That liaison shall hold all of the rights and responsibilities of a member of the OSBA Board of Directors.

9.2 The Caucus shall appoint one member from the Rural Leadership Assembly to serve on the Legislative Policy Committee for a term of two years.

ARTICLE 10

GENERAL PROVISIONS

10.1 Amendment of Bylaws

10.1.1 Bylaws may be altered, amended, or replaced by a majority vote of the members of the Caucus who are present and voting at the annual meeting.

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

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

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The foregoing charter was adopted by the active membership of the OSBA Rural Caucus on (_____)month (_____) date (_____) year.

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d. English Novel Surplus

Alsea School District 7J
Board Recommendation Form

To:	The Board of Directors of Alsea School District
Prepared By:	Krista Nieraeth, Superintendent
Date:	November 16, 2023

Background:

We are seeking permission to dispose of old novels from the English Department in accordance with policy DN.

Alsea School District 7J

Code: **DN**
Adopted: 5/11/16
Revised/Readopted: 2/09/23
Orig. Code: DN

Disposal of District Property

The Board may, at any time, declare district property as surplus and authorize its disposal when such property is no longer useful to the district, unsuitable for use, too costly to repair or obsolete.

If reasonable attempts to dispose of surplus properties fail to produce a monetary return to the district, the Board may dispose of them in another manner.

If the district property was purchased with state, federal or private grant funds disposal of the property shall be made as outlined in the grant or by state or federal regulations.

END OF POLICY

Legal Reference(s):

ORS 279B.055 ORS Chapters 279A, 279B and 279C ORS 332.155

EDUCATION, TITLE 34 C.F.R. PART 80 § 80.32(e)

Cross Reference(s):

DID - Property Inventories

Action Requested:
To approve surplus list.

Motion Requested:
"I make a motion to approve of the disposal of surplus novels as outlined in Alsea School District Board Policy DN."

Surplus Novels

Kite Runner 9
Death Of A Salesman 18
One Flew Over The Cuckoo's Nest 23
Red Badge Of Courage 14
A Separate Place 10
The Diary Of A Young Girl 5
A Farewell Of Arms 3
Frankenstein 3
Lord Of The Flies 21
King Lear 9
Romeo & Juliet 14
Much Ado About Nothing 20
The Tempest/King Lear 1
Hiroshima 20
Wonder 1
This House Of Sky 3
Working 3
My Name Is Asher Lev 4
The 21 Balloons 5
Zalta's Diary 5
Of Mice And Men 4
The Road 1
Night 11
Infinity Ring 3
Prince Caspian 2
To Kill A Mockingbird 9
The Kiss 1
Witch & Wizard 1
Nectar In A Sieve 18
Life Of Pi 10
The Jump Off Creek 13
The Lord God Made Them All 1
Fahrenheit 451 9
The Curious Incident Of The Dog In The Nighttime 14
Persepolis 13
The Alchemist 10
McBeth 11
Dear Evan Hansen 13
The Odyssey 11
The Song Of The Lark 12
The Adventures Of Huckleberry Finn 22
The Story Of a Shipwrecked Sailor 21
Whirligig 12
A Midsummer Night's Dream 17
Under The Feet Of Jesus 10
Ishi 9
Holes 21
Othello 21
The Glass Castle 3
The Crucible 6
Summer Of My German Soldier 15
Catcher In The Rye 5
Matilda Bone 11
Grapes Of Wrath 13
The Good Earth 3
Contemporary Latin American Short Stories 3
Extremely Loud & Incredibly Close 11
The Absolutely True Diary Of A Part-time Indian 31
The Thing They Carried 3
The Horse & His Boy 1

e. SIA Grant Annual Report

Alsea School District 7J
Board Recommendation Form

To:	The Board of Directors of Alsea School District
Prepared By:	Krista Nieraeth, Superintendent
Date:	November 16, 2023

Background:
The Oregon Department of Education requires that the superintendent of each district presents an annual report in regards to the SIA plan implementation for the prior year. Attached is the slide deck for the questions and answers that must be presented to the School Board and community.

Action Requested:
There is no action that must be taken by the board. This is informational only.

Motion Requested:
N/A

22-23 SIA Annual Report Presentation

Alsea School District 7J

SIA Annual Reporting Requirements

- SIA recipients are required by statute to review their own progress on an annual basis through an annual progress report and financial audit.

- ODE's annual report consists of four narrative questions and Progress Marker Ratings.
  - Progress Marker Ratings remain optional for the 21-23 biennium.

- SIA recipients are required to:
  - present their annual report to their governing board at an open meeting with opportunity for public comment,
  - and post the report to the district or charter school website.

Annual Report Narrative #1

What changes in behavior, actions, policies or practices have you observed related to SIA implementation during the 2022-23 school year? How do you see these changes contributing to the goals and outcomes in your SIA plan?

- MTSS process and procedures continue to be designed and implemented for grades K-12.
- Full integration of family liaison that aligns with integration of McKinney Vento, as well as works with families for students deemed high risk for chronic absenteeism.
- Adoption of K – 12 ELA curriculum that align to state standards
- Enhancement of college and career opportunities through dual credit in English, Science, Foreign Language and Math classes through Willamette Promise and LBCC

Annual Report Narrative #2

What barriers or challenges to SIA implementation have you experienced that are helpful for your community and/or state leaders to be aware of? What adjustments, if any, did you make to your SIA plan as a result of these challenges?

- Awareness of the importance for alignment to state standards with curriculum adoption and through lesson planning
- Training staff to align lessons to state adopted standards
- Process of identifying students for MTSS services, as well as procedures on identifying skills needed for improvement
- Continuing to establish trust with families of all students, but especially families of focal group students
- Continuing to find meaningful ways to communicate with ALL stakeholders in our community and families. We have reached out in multiple different ways, but still are having low input from families.

Annual Report Narrative #3

SIA implementation includes ongoing engagement with all students, focal students, families, staff, and community partners. How have relationships with or between those groups changed and/or been maintained throughout this academic year? Consider the Community Engagement Toolkit and where your efforts might land on the spectrum as you complete your response.

Enhancement of electronic communication tools. Communication tools used in the district are: Printed Media, School Website, Emailing lists, Specific Communication Apps, and Social Media

The district has taken a more active approach in reaching our community and other stakeholders, including having a Public Information Officer who sends out information to different media outlets about the happenings of our district.

There is still low engagement with our district families and the district is continuing to work to establish trust and cultivate relationships with our families, especially families of focal group students, for increased engagement through different activities and events that include meals and engaging activities.

Annual Report Narrative #4

As you think about what guided your choices and prioritization efforts in this year of SIA implementation, what stands out? How will what you've learned this year impact future SIA implementation efforts?

The district continues to work on opening the lines of communication with all our stakeholders, especially with families of focal group students, to increase engagement within our district. With increased engagement of our stakeholders, we should see increased student growth and achievement.

Having a set curriculum that is fully aligned to state standards and professional development training for our staff will help us to set systems and procedures in place that will affect student growth and achievement. We need to continue to implement trainings for our staff to ensure that standards and understanding of how to meet all students' learning needs are at the forefront of our teaching.

f. OSBA Conference Report

7. **Old Business**

8. **1st Reading *(Shaded words are new/strike-throughs are deleted)**

9. **Second Reading**

a. BD/BDA - Board Meetings

Code: BD/BDA
Adopted:

Board Meetings

The Board has the authority to act only when a quorum is present at a duly called regular, special or emergency meeting. "Meeting" means the convening[1] of a quorum of the Board as the district's governing body to make a decision[2] or to deliberate[3] toward a decision on any matter. This includes meeting for the purpose of gathering information to serve as the basis for a subsequent decision or recommendation by the Board, i.e. a work session. "Meeting" does not include any on-site inspection of any project or program the attendance of members of the Board at any national, regional or state association to which the Board or its members belong.

The affirmative vote of the majority of members of the Board is required to transact any business.

All regular, special and emergency meetings of the Board will be open to the public except as provided by law. Access to and the ability to attend all meetings (excluding executive sessions) by telephone, video or other electronic or virtual means will be made available when reasonably possible. All meetings will be conducted in compliance with state and federal statutes. For information how to give or submit public comment it is outlined in Board policy BDDH - Public Comment at Board Meetings[4] and/or posted on the district's website.

All Board meetings, including Board retreats and work sessions, will be held within district boundaries, except as allowed by law[5]. The Board may attend training sessions outside the district boundaries but cannot deliberate or discuss district business. No meeting will be held at any place where discrimination

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[1] "Convening" means: (a) Gathering in a physical location; (b) Using electronic, video or telephonic technology to be able to communicate contemporaneously among participants; (c) Using serial electronic written communications among participants; or (d) Using an intermediary to communicate among participants.

[2] "Decision" means any determination, action, vote or final disposition upon a motion, proposal, resolution, order, ordinance or measure on which a vote of a governing body is required, at any meeting at which a quorum is present.

[3] "Deliberation" means discussion or communication that is part of a decision-making process.

[4] When telephone or other electronic means of communication is used during a meeting open to the public, the Board shall make at least one place available to the public where, or at least one electronic means by which, the public can listen during the meeting. At all meetings of the Board open to the public, the public will be provided an opportunity, to the extent reasonably possible, to access and attend the meeting by telephone, video or other electronic or virtual means. If in-person oral testimony (or public comment) is allowed, the public will be provided, to the extent reasonably possible, an opportunity to submit oral testimony during the meeting, at the designated portion of the agenda, by telephone, video or other electronic or other means. If in-person written testimony is allowed, the public will be provided, to the extent reasonably possible, an opportunity to submit written testimony including by email or other electronic means, so that the Board is able to consider the submitted testimony in a timely manner.

[5] ORS 192.630(4). Meetings of the governing body of a public body shall be held within the geographic boundaries over which the public body has jurisdiction, or at the administrative headquarters of the public body or at the other nearest practical location. Training sessions may be held outside the jurisdiction if no deliberations toward a decision are involved.

on the basis of disability, race, creed, color, sex, sexual orientation, gender identity, age or national origin is practiced.

The Board will give public notice reasonably calculated to give actual notice to interested persons, including the news media which have requested notice, of the time and place for all Board meetings and of the principal subjects to be considered. The Board may consider additional subjects at a meeting, even if they are not included in the notice.

If requested to do so at least 48 hours before a meeting held in public, the Board shall make a good faith effort to provide an interpreter for hearing-impaired persons. If the meeting is being held upon less than 48 hours' notice and a request for an interpreter is made, the Board shall make a reasonable effort to have an interpreter present. Other appropriate auxiliary aids and services will be provided upon request and appropriate advance notice.

All meetings held in public shall comply with the Oregon Indoor Clean Air Act.

The possession of dangerous or deadly weapons and firearms, as defined in law and Board policy, is prohibited on district property.

1. Regular, Special and Emergency Meetings

   Generally, a regular Board meeting will be held each month. The regular meeting schedule will be established at the annual organizational meeting and may be changed by the Board with proper notice. The purpose of each regular monthly meeting will be to conduct the regular Board business.

   No later than the next regular meeting following July 1, the Board will hold the annual organizational meeting to elect Board officers for the coming year and to establish the year's schedule of Board meetings. In Board election years (odd numbered years), the first meeting will be held no later than July 31.

   Special meetings can be convened by the Board chair, upon request of three Board members, or by common consent of the Board at any time to discuss any topic. At least 24 hours' notice must be provided to all Board members, the news media which have requested notice, and the general public for any special meeting.

   Emergency meetings can be called by the Board in the case of an actual emergency upon appropriate notice under the circumstances. The minutes of the emergency meeting must describe the emergency. Only topics necessitated by the emergency may be discussed or acted upon at the emergency meeting.

2. Communications Outside of Board Meetings

   Communications, to, by and among a quorum of Board members outside of a legally called Board meeting, in their capacity as Board members, shall not be used for the purpose of discussing district business. This includes electronic, video or telephonic communications, serial electronic communications among participants and using an intermediary to communicate among participants. Such communications among Board members shall be limited to messages not involving deliberation, debate, decision-making or gathering of information on which to deliberate.

   Communications outside of a Board meeting may contain:

a. Communications to, between or among members of a governing body that are:

(1) Purely factual or educational in nature and that convey no deliberation or decision on any matter that might reasonably come before the Board (including agendas and information concerning agenda items);
(2) Not related to any matter that, at any time, could reasonably be foreseen to come before the Board for deliberation and decision; or
(3) Nonsubstantive in nature, such as communication relating to scheduling, leaves of absence and other similar matters; or

b. Individual responses to questions posed by community members, subject to other limitations in Board policy.

E-mails sent to other Board members will have the following notice:

Important: Please do not reply or forward this communication if this communication constitutes a decision or deliberation toward a decision between and among a quorum of a governing body which could be considered a public meeting. Electronic communications on district business are governed by public meetings law.

3. Private or Social Meetings

Private or social meetings of a quorum of the Board for the purpose of making a decision or to deliberate toward a decision on any matter are prohibited by public meetings law.

4. Work Sessions

The Board may use regular or special meetings for the purpose of conducting work sessions to provide its members with opportunities for planning and thoughtful discussion. Work sessions will be conducted in accordance with state law on public meetings, including notice and minutes. The Board is discouraged from making official decisions during a work session. Generally, Boards do not take official action during work sessions, although there is no legal prohibition to do so.

5. Executive Sessions

Executive sessions may be held as an agenda item during regular, special or emergency meetings for a reason permitted by law. (See Board policy BDC - Executive Sessions)

Complaints regarding public meetings laws can be filed with the Board in accordance with Board Policy KL – Public Complaints. The Board will respond and provide a copy of the complaint and response to the Oregon Government Ethics Commission within 21 days in accordance with state law.[6]

[6] See House Bill 2805 (2023) Section 5(2) for requirements of the response.

[7]Mandatory Training

Every member of the Board shall attend or view a training on public meetings law prepared or approved by the Oregon Government Ethics Commission (OGEC) at least once during the Board member's term of office and shall verify attendance in accordance with OGEC procedures.

END OF POLICY

Legal Reference(s):
ORS Chapter 192

ORS 255.335
ORS 332.040 - 332.061
ORS 433.835 - 433.875
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2018); 29 C.F.R. Part 1630 (2020); 28 C.F.R. Part 35 (2020).
Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2018).
OR. ATTY. GEN. Public Records and Meetings Manual.
House Bill 2805 (2023).

[7] This is required for Board members in districts with total expenditures for a fiscal year of $1 million or more. This number will be reviewed by OGEC at least once every five years. If the district has total expenditures of less than $1 million, this language can be kept, but "shall" should be replaced with "is encouraged to."

b. EFA - Local Wellness

OSBA Model Sample Policy

Code: EFA
Adopted:

Local Wellness

{Required. Title 7 C.F.R. 210.31(a) requires local education agencies to "establish a local school wellness policy for all schools participating in the National School Lunch Program and/or School Breakfast Program…". The law describes the policy as "a written plan that includes" various components intended to improve student wellness. This policy is designed to meet the requirements for a wellness policy and provide the framework for the district's plan. Previously these requirements were split between the policy and an administrative regulation (AR). All required and/or related content is now included in the model policy, therefore OSBA recommends deleting the AR if the district previously included it in the board's policy manual. Districts should consult with stakeholders in the process of adoption and incorporate language that meets the unique needs of the district.}

The district is committed to the optimal development of every student and believes that a positive, safe and health-promoting learning environment is necessary for students to have the opportunity to achieve personal, academic, developmental and social success.

To help ensure students possess the knowledge and skills necessary to make healthy choices for a lifetime, the superintendent shall prepare and implement a comprehensive district nutrition program consistent with state and federal requirements for districts sponsoring the National School Lunch Program (NSLP) and/or the School Breakfast Program (SBP). The program shall reflect the Board's commitment to providing adequate time for instruction that fosters healthy eating through nutrition education and promotion, serving healthy and appealing foods at district schools, developing food-use guidelines for staff and establishing liaisons with nutrition service providers, as appropriate.

POLICY IMPLEMENTATION, MONITORING, ACCOUNTABILITY AND COMMUNITY ENGAGEMENT

Implementation

The district shall manage and coordinate the implementation of this local wellness policy.

Implementation will consist of, but not be limited to, the following:

1. Delineating roles, responsibilities, actions and timelines specific to each school;

2. Generating and disseminating information about who will be responsible to make what change, by how much, where and when;

3. Establishing standards for all foods and beverages provided (but not sold) to students during the school day on participating school campuses;

4. Establishing standards and nutrition guidelines for all foods and beverages sold to students during the school day on participating school campuses that meet state and federal nutrition standards for NSLP and SBP, competitive foods, permit marketing of same that meets the competitive food nutrition standards, and promotes student health and reduces child obesity; and

5. Establishing specific goals for nutrition promotion and education, physical activity, physical education and other school-based activities that promote student wellness.

The Board designates the principal(s) to be responsible for ensuring each school meets the goals outlined and complies with this policy.

Notification of Policy

The district will inform the public about the content and implementation of the local wellness policy, and post the policy and any updates to the policy on the district website annually. Included will be, if available, the most recent assessment of the implementation, and a description of the progress being made in attaining the goals of the policy.

The district will publicize the name and contact information of the district or school official(s) leading and coordinating the policy and information on how the public can get involved with the local wellness policy. This information will be published on the district's website and in district communications.

Triennial Progress Assessments

At least once every three years, the district will evaluate the implementation of this policy and its progress with a triennial assessment and produce a progress report that will include:

1. The extent to which schools under the jurisdiction of the district are in compliance with the policy;

2. The extent to which the district's policy compares to model local school wellness policy[1]; and

3. A description of the progress made in attaining the goals of the district's policy.

The district will publish the triennial progress report on the district website when available. The district will update or modify the policy based on results of the triennial assessment.

Community Involvement, Outreach and Communications (Review of, and Updating Policy)[2]

The district will actively communicate ways in which the community can participate in the development, implementation and periodic review and update of the local wellness policy. The district will communicate information about opportunities on the district's website. The district will ensure that communications are culturally and linguistically appropriate to the community.

Parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the Board, school administrators, and the general public will be solicited to participate in the periodic review and update of the local school wellness policy.

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[1] Model Wellness Policy resource published by the Alliance for a Healthier Generation. OSBA makes no representation of its compliance by providing this resource.

[2] USDA Local school wellness policy resource; CDC resource; CDC Healthy Schools resource; USDA Local school wellness policy outreach toolkit and communication resource from Alliance for a Healthier Generation.

NUTRITION PROMOTION AND NUTRITION EDUCATION

Nutrition promotion and nutrition education positively influence lifelong eating behaviors by using evidence-based strategies and techniques and nutrition messages and by creating food environments that support healthy nutrition choices.

To promote nutrition education in the schools, the principal is responsible for ensuring the following goals are implemented:

1. [3]Students and staff will receive consistent nutrition messages throughout the school environment;

2. Nutrition education is provided throughout the student's school years as part of the district's age-appropriate, comprehensive nutrition program and is aligned and coordinated with the Oregon Health Education Standards and school health education programs;

3. Nutrition education will include culturally relevant, participatory activities that include social learning strategies and activities that are aligned and coordinated with the Oregon Health Education Standards and school health education programs;

4. Teachers will receive curriculum-specific training;

5. Parents and families are encouraged through school communications to send healthy snacks/meals and reusable water bottles with their student to school;

School Meals

Schools within the district participate in U.S. Department of Agriculture (USDA) child nutrition program(s), administered through the Oregon Department of Education (ODE).

The district's available meal program(s) will operate to meet meal pattern requirements and dietary specifications in accordance with the Healthy, Hunger-Free Kids Act and applicable federal laws and regulations.

The principal(s) will support nutrition and food services operation as addressed in Board policy EFAA – District Nutrition and Food Services and its accompanying administrative regulation EFAA-AR – Reimbursable Meals and Milk Programs.

Water

[3] {The goals listed are examples; districts are required to include goals in the policy. Districts are encouraged to evaluate needs and resources and to develop specific goals. Districts are required to "review and consider evidence-based strategies and techniques" (7 CFR 210.31(c)(1)). Model Wellness Policy resource published by the Alliance for a Healthier Generation. OSBA makes no representation of its compliance by providing this resource.}

Free, safe, unflavored, drinking water will be available to all students throughout the school day and throughout every school campus. The district will make drinking water available where school meals are served during mealtimes.

Competitive Foods and Beverages

The district controls the sale of all competitive foods. All foods and beverages outside the reimbursable school meal programs that are **sold** to students on the school campus during the school day will meet or exceed Smart Snacks Standards[4].

Celebrations and Rewards/Incentives

All foods and beverages offered on the school campus are encouraged to meet the nutrition standards set by the USDA and the Oregon Smart Snacks Standards. This includes, but is not limited to, celebrations, parties, and classroom snacks brought by parents.

Fund Raising

Foods and beverages that meet or exceed the nutrition standards set by the USDA and the Oregon Smart Snacks Standards may be sold through fundraisers on the school campus during the school day. Such requests to conduct a fundraiser will be submitted to the principal for approval before starting.

Food and Beverage Marketing in Schools

Any foods and beverages marketed or promoted to students on the school campus during the school day will meet or exceed the nutrition standards for competitive foods set by the USDA.

PHYSICAL ACTIVITY AND PHYSICAL EDUCATION

A quality physical education program is an essential component for all students to learn about and participate in physical activity. The district will develop and assess student performance standards and program minute requirements in order to meet ODE's physical education content standards and state law.

Physical activity should be included in the school's daily education program for grades [pre-]K through 12 and include regular, instructional physical education, as well as co-curricular activities and recess.

In order to ensure students are afforded the opportunity to engage in physical education and physical activity in the school setting, the following goals are established:

1. [5]Physical education will be a course of study that focuses on students' physical literacy and development of motor skills;

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[4] Oregon Department of Education, Oregon Smart Snacks Standards

[5] The goals listed are examples; districts are required to include goals in the policy. Districts are encouraged to evaluate needs and resources and to develop specific goals. Districts are required to "review and consider evidence-based strategies and

2. Physical education courses will be the environment where students learn, practice and are assessed on developmentally appropriate knowledge, skills and confidence to become physically literate;

3. Instruction, provided by adequately prepared teachers, i.e., licensed or endorsed to teach physical education, will meet the state adopted academic content standards for physical education (Oregon Revised Statute (ORS) 329.045). Teachers of physical education shall regularly participate in professional development activities annually;

4. [6]Every public school student in kindergarten through grade 8 shall participate in physical education for the entire school year. Students in kindergarten through grade 6 shall participate for a least 150 minutes during each school week, and students in grades 7 through 8 for at least an average of 150 minutes during each school week, as calculated over the duration of a school year;

5. Physical activity will be integrated across curricula and throughout the school day. Movement will be made a part of all classes or courses as part of a well-rounded education;

6. Physical activity during the school day (including, but not limited to, recess, classroom physical activity breaks or physical education) will not be used as a punishment or a reward;

7. [7]At least 50 percent of the weekly physical education class time in grades K through 8 shall be devoted to actual physical activity;

[8]A student with a disability shall have suitably adapted physical education incorporated as part of their individualized education program (IEP) developed under ORS 343.151. A student who does not have an IEP but has chronic health problems, other disabling conditions or other special needs that preclude them from participating in regular physical education instruction, shall have suitably adapted physical education incorporated as part of their individualized health plan, developed by the district.

Other Activities that Promote Student Wellness

The district will integrate wellness activities throughout the entire school environment (districtwide). The district will coordinate and integrate other initiatives related to physical activity, physical education, nutrition and other wellness components so all efforts are complementary, not duplicated and work toward the same set of goals promoting student well-being, optimal development and strong educational outcomes.

The district will provide the following activities and encourage the following practices which promote local wellness:

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techniques" (7 CFR 210.31(c)(1)). Model Wellness Policy resource published by the Alliance for a Healthier Generation. OSBA makes no representation of its compliance by providing this resource.

[6] Districts are required to provide the specified number of physical education minutes, but are not required to include them as goals or in this policy. If the district operates K-5 elementary schools, select "5" in the first bracket and "6" in the second bracket. If the district operates K-6 elementary schools, select "6" in the first bracket and "7" in the second bracket.

[7] This language is not required to be in policy, but this is a required action pursuant to ORS 329.496.

[8] This language is not required to be in policy, but this is a required action pursuant to ORS 329.496.

1. Non Food-related fundraisers;

2. Physical activity energizers during transitions from one subject to another;

3. Intramural sports;

4. Use of alternatives to food as rewards in the classroom;

5. Integration of social, emotional and mental health supports into school programs (e.g., promote a positive school climate where respect is encouraged and students can seek help from trusted adults);

6. Communication between classroom teachers and nutrition staff, so that menus and nutrition promotion can be tied into classroom learning and coursework;

DEFINITIONS

1. "Competitive food" means all food and beverages other than meals reimbursed under programs authorized by the Richard B. Russell National School Lunch Act and the Child Nutrition Act available for sale to students on the school campus during the school day.

2. "Food and beverage marketing"[9] is defined as advertising and other promotion in schools. Food and beverage marketing often includes an oral, written or graphic statement made for the purpose of promoting the sale of a food or beverage product made by the producer, manufacturer, seller or any other entity with a commercial interest in the product.

3. "Oregon Smart Snacks Standards"[10] means the State's minimum nutrition standards for competitive foods and beverages (ORS 336.423).

4. "School day" means, for the purpose of competitive food standards implementation, the period from the midnight before, to 30 minutes after the end of the official school day.

5. "School campus" means, for the purpose of competitive food standards implementation, all areas of property under the jurisdiction of the school that are accessible to students during the school day.

END OF POLICY

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[9] This term includes, but is not limited to, the following: brand names, trademarks, logos or tags, except when placed on a physically present food or beverage product or its container; displays, such as on vending machine exteriors; corporate brand, logo, name or trademark on school equipment, such as marquees, message boards, scoreboards or backboards (Note: Immediate replacement of these items is not required; however, districts will replace or update scoreboards or other durable equipment when existing contracts are up for renewal or to the extent that is financially possible over time so that items are in compliance.); corporate brand, logo, name or trademark on cups used for beverage dispensing, menu boards, coolers, trash cans and other food service equipment; as well as on posters, book covers, student assignment books or school supplies displayed, distributed, offered or sold by the district; advertisements in school publications or school mailings; free product samples, taste tests or coupons of a product, or free samples displaying advertising of a product.

[10] Oregon Department of Education, Oregon Smart Snacks Standards

Legal Reference(s):
ORS 327.531
ORS 327.537
ORS 329.496
ORS 332.107
ORS 336.423
OAR 581-051-0100
OAR 581-051-0305
OAR 581-051-0306
OAR 581-051-0310
OAR 581-051-0400

Healthy, Hunger-Free Kids Act of 2010, 42 U.S.C. §1758b (2018).
National School Lunch Program, 7 C.F.R. Part 210 (2022).
School Breakfast Program, 7 C.F.R. Part 220 (2022).
House Bill 3199 (2023).

c. EFAA-AR - Reimbursable Meals and Milk Programs

OSBA Model Sample Policy

Code: **EFAA-AR**
Adopted:

Reimbursable Meals and Milk Programs

(National School Lunch Program, School Breakfast Program, Special Milk Program and other meal programs)

The district's nutrition and food services will be operated in accordance with the following requirements:

Meal Pricing Procedures

1. The district may operate the Special Milk Program (SMP) at schools where students do not have access to program meals. Under SMP, the district will choose one of the following options:

    a. Nonpricing (serve SMP milk at no charge to all students);
    b. Pricing programs without a free option (charge all students for SMP milk); or
    c. Pricing programs with a free option (distribute confidential applications for free milk and charge only those students for SMP milk who do not qualify for free milk based on the household's application or direct certification from Supplemental Nutrition Assistance Programs (SNAP)).

2. Reimbursable meals will be priced as a unit.

3. Reimbursable meals will be served free or at a reduced price to all children who are determined by the district to be eligible for free or reduced-price meals.

4. Annually, the district will establish prices for reimbursable student meals. The price charged to students who do not qualify for free or reduced-price meals will be established annually by the district in compliance with state and federal laws.

5. The price charged to students who qualify for reduced-price meals will be established annually by the district in compliance with state and federal laws.

Application Procedures

1. Households receiving SNAP or Temporary Assistance to Needy Families (TANF) benefits as identified by Oregon Department of Education (ODE), will be automatically eligible for free meals for the students listed on the official document. Districts must access this document at least three times per year.

2. Students receiving support through the migrant education program, Runaway and Homeless Youth Act, McKinney-Vento Homeless Assistance Act, federal Head Start and state-funded prekindergarten programs, with income eligibility criteria identical or more stringent than federal Head Start, or are in state or court placement foster care, will be automatically eligible for free meals for the students listed on the official documents.

3. Households that submit a confidential application will be notified of their student's eligibility for free or reduced-price meals. Households that are denied free or reduced-price benefits will be notified in writing using the ODE template letter distributed to the district annually.

4. On a case-by-case basis when a student is known to be eligible for free or reduced-price meal benefits, and the household fails to submit a confidential application, the superintendent or designee may complete an application for the student documenting how they know the household income qualifies the student for free or reduced-price meal benefits. Parents of a student approved for free or reduced-price benefits, when an application is made for the student by a school official, will be notified of the decision and given the opportunity to decline benefits.

5. Students who do not qualify for free or reduced-price meals are eligible to participate in the SMP, National School Lunch Program (NSLP) and School Breakfast Program (SBP) and will be charged "paid" prices set by the district. "Paid" category students will be treated equally to students receiving free or reduced-price benefits in every aspect of the district's NSLP, SMP, SBP, and Summer Food Service Program (SFSP).

6. The district has established a fair hearing process under which a household can appeal a decision with respect to the household's application for benefits or any subsequent reduction or termination of benefits.

7. In the event of major employers contemplating large layoffs in the attendance area of the district, the district will provide confidential applications and eligibility criteria for free and reduced-price meals to the employer for distribution to affected employees.

Financial Management of the Nonprofit School Food Service

1. The district will maintain a nonprofit school nutrition and food service operation.

2. Revenues earned by the school nutrition and food services will be used only for the operation or improvement of NSLP, SMP, SBP, and SFSP.

3. Lunch and breakfast meals served to teachers, administrators, custodians and other adults not directly involved with the operation of the district's nutrition and food services will be priced to cover all direct and indirect cost of preparing and serving the meal.[1]

4. District nutrition and food services revenues will not be used to purchase land or buildings.

5. The district will limit its nutrition and food services net cash resources to an amount that does not exceed three months average expenditures.

6. The district will maintain effective control and accountability for, and adequately safeguard, all nutrition and food services' cash, real and personal property, equipment and other assets, and ensure they are used solely for nutrition and food services purposes.

[1] For meals with portion sizes equivalent to student meals, the adult meal price will be no less than the amount of reimbursement for a free-eligible meal, plus the value of commodity foods used in the meal preparation.

7. The district will meet the requirements for allowable NSLP, SMP, SBP, and SFSP costs as described in 2 C.F.R. 200.

8. In purchasing nutrition and food services goods or services, the district will not accept proposals or bids from any party that has developed or drafted specifications, requirements, statements of work, invitations for bids, requests for proposals, contract terms and conditions or other documents for proposals used to conduct the procurement.

9. All procurement transactions for nutrition and food services goods and services will be conducted according to state, federal and district procurement standards using the applicable cost thresholds.

10. In the operation of its nutrition and food services program, the district will purchase food products where at least 50 percent of the ingredients are produced or processed in the United States, whenever possible.

11. The district may use facilities, equipment and personnel supported with nutrition and food services revenue to support a nonprofit nutrition program for the elderly.

Civil Rights and Confidentiality Procedures

1. The district will not discriminate against any student because of their eligibility for free or reduced-price meals.

2. The district will not discriminate against any student or any nutrition and food services employee because of race, color, national origin, marital status, sex, sexual orientation, parental status, religion, age or disability.

3. The district will assure that all students and nutrition and food services employees are not subject to different treatment, disparate impact or a hostile environment.

4. Established district procedures will be followed for receiving and processing civil rights complaints related to applications for NSLP, SMP, SBP, and SFSP benefits and services, and employment practices with regard to the operation of its NSLP, SMP, SBP, and SFSP. The district will forward any civil rights complaint regarding the district's nutrition and food services to ODE's director of Child Nutrition Programs within three days of receiving the complaint.

5. The district will make written or oral translations of all nutrition and food services materials available to all households who do not read or speak English.

6. The district will maintain strict confidentiality of all information obtained through a confidential application for free and reduced-price meals or direct certification, including students' eligibility for free or reduced-price meals and all household information. The district's NSLP, SMP, SBP, and SFSP operators are not required to release any information from a student's confidential application for free or reduced-price meals. No information may be released from a student's eligibility information without first obtaining written permission from the student's parent or legal guardian/adult household member signing the application, except as follows:

    a. An individual student's name and eligibility status may be released without written consent only to persons who operate or administer federal education programs; persons who operate or

administer state education or state health programs at the state level; persons evaluating state, education assessment; or persons who operate or administer any other NSLP, SMP, SBP, and SFSP.

b. Any other confidential information contained in the confidential application for free and reduced-price meals or free milk (e.g., family income, address, etc.) may be released without written consent only to persons who operate or administer the NSLP, SMP, SBP, and SFSP.and the Special Supplemental Nutrition Program for Women, Infants and Children (WIC); the Comptroller General of the United States for audit purposes; and federal, state or local law enforcement officials investigating alleged violation of any of the programs listed above.

Nutrition and Menu Planning

1. Meals and afterschool snacks served for reimbursement will meet the nutrition standards established by the U.S. Department of Agriculture (USDA) and Oregon Smart Snacks Standards.

2. Meals served for reimbursement will meet at least the NSLP, SMP, SBP, and SFSP requirements for food items and quantities.

3. Meals served for reimbursement will:

   a. Meet all calorie range requirements by grade level;
   b. Meet the maximum standards set for saturated fat;
   c. Meet the maximum standards set for sodium by grade level; and
   d. Meet the requirement for zero grams of trans fats.

4. The district will use the offer versus serve option when serving NSLP lunches to senior high school students. High school students must take at least three of five different food items including one-half cup of fruit or vegetable offered in program lunches.

5. The district will use the offer versus serve option when serving program breakfasts to senior high school students. High school students must take at least three of four food items, including one-half cup of fruit or vegetable offered in program breakfasts.

6. The district will use the offer versus serve option when serving program lunches to students below senior high school grades. Students below high school grades will be required to take three of the five food items, including one-half cup of fruit or vegetable offered in program lunches.

7. The district will use the offer versus serve option when serving program breakfasts to students below senior high school grades. Students below high school grades will be required to take three of the four food items, including one-half cup of fruit offered in program breakfasts.

8. A copy of the Board minutes adopting the offer versus serve policy for students below high school grades for program lunches and/or for all students in the district for program breakfasts, as applicable, will be made available upon request.

Use and Control of Commodity Foods

1. The district will accept and use commodity foods in as large a quantity as may be efficiently utilized in the NSLP, SMP, SBP, and SFSP.

2. The district will maintain necessary safeguards to prevent theft or spoilage of commodity foods.

3. The value of commodity foods used for any food production other than NSLP, SBP, SFSP or afterschool snacks shall be replaced in the food service inventory.

Accuracy of Reimbursement Claims

1. The district will claim reimbursement only for reimbursable meals served to eligible children.

2. All meals claimed for reimbursement will be counted at each dining site at a "point of service" where it can be accurately determined that the meal, and meets NSLP, SMP, SBP, and SFSP requirements for reimbursement.

3. The person responsible for determining if the meals [and afterschool snacks] are reimbursable will be trained to recognize a reimbursable meal.

4. The district official signing the claim for reimbursement will review and analyze monthly meal counts to ensure accuracy of the claim, before submitting the claim to ODE.

5. Annually, by November 15, the district will verify a random sample of applications according to NSLP verification requirements. Instructions for completing the verification process will be sent by ODE to the district in October each year.

Food Safety and Sanitation Inspections

1. The district will maintain necessary facilities for storing, preparing and serving food and milk.

2. Semiannually, the district will schedule food safety inspections with the county Environmental Health Department for each school or dining site under its jurisdiction.

3. The district will maintain health standards in compliance with all applicable state food safety regulations at each school or dining site under its jurisdiction.

General USDA NSLP/SBP/SMP Requirements

1. The district will ensure that no student is denied a meal as a disciplinary action.

2. Breakfast will be served in the morning hours, at or near the beginning of the student's school day.

3. Lunch will be served between the hours of 10am and 2pm

4. The district will provide substitute foods for students with a disability[2] that restricts their diet when supported by a written statement from a state-licensed health care professional, who is authorized to write medical prescriptions. Substitutions will be provided only when a medical statement from the licensed healthcare professional is on file at the school. The medical statement must state the nature of the child's impairment so its effect on the student's diet is understood, and what must be done to

[2] To comply with Section 504 as it relates to a student's severe food allergy, such as milk, gluten, nut or soy, and including but not limited to diabetes, colitis, etc.

accommodate the impairment. The district will not charge more than the price of the school meal, as determined by the child's eligibility status, for meals with the accommodation.

5. The district will control the sale of competitive foods.

6. The district will ensure that potable [drinking] water will be available to students, free of charge for consumption in the place where meals are served during meal service.

7. The district will notify all households and appropriate staff of its meal charge requirements[3]]at the beginning of each school year, upon enrollment of a student or the transfer of a student. The meal charging requirements will be posted on the district website,

   [4]Regardless of the ability to pay, a student shall be provided a reimbursable meal upon request. Parents or guardians may provide written permission to the district to withhold a meal from a student. After five meal charges the district will attempt to certify the student for free or reduced-price meals. At least two attempts to contact the student's parent or guardian for completing a meal application will be made by the district, including offering assistance filling out the application, if appropriate. Communications regarding student charges will be directed to parents or guardians, only.

8. The sale of foods in competition with the district's lunch (NSLP) or breakfast (SBP) programs will be allowed in dining sites during lunch and breakfast periods with Board approval only when all income from the food sales accrues to the benefit of the district's nutrition and food services or accrues to a school or student organization approved by the Board. A copy of the Board minutes approving and defining competitive food sales will be made available upon request.

9. Students will not be charged for second servings of meals or portions of meals served.

[3] Federal law requires the district to publish meal charging requirements. The district's charging requirements must identify how and when the information about account balances is communicated to staff, students and parents, and what collection methods will be used on delinquent balances.

[4]Pursuant to ORS 327.535 the following language reflects required practice, but the language is not required to be in policy.

Record Keeping

The following documents will be maintained by the district for three years after the current school year or longer, in the event of an unresolved audit(s), until the audit(s) has been completed:

1. All currently approved and denied confidential applications for free and reduced-price meals-all current direct certification documents, eligibility verification documents and school membership or enrollment lists;

2. Financial records that account for all revenues and expenditures of the district's nonprofit nutrition and food services programs, including procurement documents;

3. Records (i.e., recipes, ingredient lists and nutrition fact labels or product specifications) that document the compliance with nutrition standards for all program and competitive foods available for sale to students at a school campus;

4. Documents of participation data (i.e. meal counts) from each school in the district to support claims for reimbursement;

5. Production and menu records;

6. Records to document compliance with Paid Lunch Equity;

7. Records to document compliance with Revenue from Nonprogram Foods; and

8. Internal program monitoring documents for NSLP, SMP, SBP, and SFSP.

d. GCBDA/GDBDA - Family Medical Leave

OSBA Model Sample Policy

Code: GCBDA/GDBDA
Adopted:

Family Medical Leave

When applicable, the district will comply with the provisions of the Family and Medical Leave Act (FMLA)[1], the Oregon Family Leave Act (OFLA)[2], the Oregon Military Family Leave Act (OMFLA), Paid Family Medical Leave Insurance (PFMLI) and other applicable provisions of state and federal law, Board policies and collective bargaining agreements regarding family medical leave.

In order for an employee to be eligible for the benefits under FMLA, the employee must have been employed by the district for at least 12 months, have worked at least 1,250 hours during the past 12-month period and worked at a worksite that employs 50 district employees within 75 miles of the worksite.[3]

Generally, in order for an employee to be eligible for the benefits under OFLA, the employee must work an average of 25 hours or more per week during the 180 calendar days immediately prior to the first day of the start of the requested leave. For parental leave purposes, an employee becomes eligible upon completing at least 180 calendar days immediately preceding the date on which the parental leave begins: there is no minimum average number of hours worked per week. Special requirements apply during public health emergencies.

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.

PMFLI is generally available to district employees who have earned $1,000 in subject wages or taxable income during the alternate or base years[4], contributed to the PMFLI fund in the alternate or base years and are otherwise eligible.[5]

Federal and state leave entitlements generally run concurrently.

PROPOSED

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[1] Generally, FMLA applies only to entities with 50 or more employees, however, FMLA applies to all public elementary and secondary educational institutions. See 29 CFR 825.600(b). The rule regarding individual employee eligibility does apply: an employee is only eligible if the employee "is employed at a worksite where 50 or more employees are employed by the employer within 75 miles of that worksite." See 29 CFR 825.110(a)(3). Consequently, FMLA applies to districts with fewer than 50 employees, but individual employees will not be eligible to receive benefits.

[2] OFLA applies to employers with 25 or more employees in Oregon (ORS 659A.153) and OMFLA applies to all public-sector employers in Oregon. (ORS 659A.090(2)) (Oregon BOLI Leave Laws – 2023 Edition)

[3] While the district is subject to FMLA, the district does not have any eligible employees. Consequently, FMLA eligibility language has been omitted from this policy and the accompanying AR.

[4] The wages are not required to have been earned for work in the district.

[5] See OAR 471-070-1010 for additional information.

The superintendent [or designee] will develop administrative regulations as necessary for the implementation of the provisions of both federal and state law.

END OF POLICY

Legal Reference(s):

ORS 332.507
ORS 659A.090
ORS 659A.093
ORS 659A.096
ORS 659A.099
ORS 659A.150 - 659A.186
ORS 659B.010
OAR 839-009-0200 - 0320

Americans with Disabilities Act, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2017); 28 C.F.R. Part 35 (2017).
Family and Medical Leave Act, 29 U.S.C. §§ 2601-2654; 5 U.S.C. §§ 6381-6387 (2012); Family and Medical Leave Act, 29 C.F.R. Part 825 (2017).
Americans with Disabilities Act, 42 U.S.C. §§ 12101-12133 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).
Escriba v. Foster Poultry Farms, Inc. 743 F.3d 1236 (9th Cir. 2014).
Senate Bill 999 (2023).

PROPOSED

e. GCBDA/GDBDA-AR - Family Leave

Code: GCBDA/GDBDA-AR
Revised/Reviewed:

Family Leave

Employee Eligibility

FMLA benefits are available to employees who have been employed by the district for at least 12 months, have worked at least 1,250 hours during the past 12-month period and work at a worksite that employs 50 district employees within 75 miles of the worksite.[1]

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.[2] For parental leave purposes, an employee becomes eligible upon completing at least 180 days immediately preceding the date on which the parental leave begins: there is no minimum average number of hours worked per week.

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

1. An employee who has worked for the district for fewer than 30 days immediately before the date on which the family leave would commence; or

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

An employee of the district is eligible to take leave for purposes of OFLA if the employee:

1. Separates from employment with the district, irrespective of any reason:

   a. Is eligible to take leave OFLA at the time the employee separates; and
   b. Is reemployed by the district within 180 days of separation from employment; or

2. Is eligible to take OFLA leave:

   a. At the beginning of a temporary cessation of scheduled hours of 180 days or less; and
   b. Returns to work at the end of the temporary cessation of scheduled hours of 180 days or less.

PROPOSED

[1] While the district is subject to FMLA, the district does not have any eligible employees. Consequently, most FMLA eligibility language has been omitted from this AR.

[2] 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.

Any OFLA leave taken by the employee within any one-year period continues to count against the length of time of OFLA leave the employee is entitled. The amount of time that an employee is deemed to have worked for the district prior to a break in service due to a separation from employment or a temporary cessation of scheduled hours shall be restored to the employee when the employee is reemployed by the district within 180 days of separation from employment or when the employee returns to work at the end of the temporary cessation of scheduled hours of 180 days or less.

An employee who has previously qualified for and has taken some portion of OFLA leave, may request additional OFLA leave within the same leave year. In such instances, the employee must requalify as an eligible employee for each additional leave requested unless one of the following exceptions apply:

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 leave in the same leave year;

2. An employee who has taken 12 weeks of parental leave need not requalify to take an additional 12 weeks in the same leave year for sick child leave;

3. An employee granted leave for a serious health condition for the employee or a family member need not requalify if additional leave is taken in this leave year for the same reason;

4. An employee unable to work because of a disabling compensable injury[3] need not requalify in order to use OFLA leave following a period the employee is off work due to the compensable injury; and

5. An employee who has taken serious health condition leave to care for a family member who dies during the employee's serious health condition need not requalify to take leave for the death of that family member.

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

In determining if an employee has been employed for the preceding 180 calendar days, the district must consider days, paid or unpaid, an employee is maintained on payroll. Full-time public school teachers who have been maintained on payroll by the district for 180 consecutive calendar days are thereafter deemed to have been employed for an average of at least 25 hours per week during the 180 days immediately preceding the start date of the OFLA leave.

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 for the following reasons:

PROPOSED

[3] As defined in ORS 656.005.

1. Serious health condition of the employee or the employee's covered family member. Serious health condition means:

   a. An illness, injury, impairment or physical or mental condition that requires inpatient care in a hospital, hospice or residential medical care facility;

   b. An illness, disease or condition that in the medical judgement of the treating health care provider poses an imminent danger of death, is terminal in prognosis with a reasonable possibility of death in the near future, or requires constant care;
   c. Any period of disability due to pregnancy, or period of absence for prenatal care; or
   d. Any period of absence for the donation of a body part, organ or tissue, including preoperative or diagnostic services, surgery, post-operative treatment and recovery.[4]

2. Parental leave (separate from eligible leave as a result of the child's serious health condition):

   a. Bonding with and the care for the employee's newborn (within 12 months following birth);
   b. Bonding with and the care for a newly adopted child or newly placed child in foster care under the age of 18 (within 12 months of placement);
   c. Care for a newly adopted child or newly placed child in foster care over 18 years of age who is incapable of self-care because of a physical or mental impairment (within 12 months of placement);
   d. Time to effectuate the legal process required for placement of a child in foster care or the adoption of a child.

3. Sick Child Leave: leave for non-serious health conditions of the employee's child. For OFLA, sick child leave includes absence to care for an employee's child whose school or child care provider has been closed[5] in conjunction with a statewide public health emergency declared by a public health official.[6]

4. Bereavement Leave: leave related to the death of a covered family member.[7]

PROPOSED

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[4] This definition is from ORS 659A.150(7). A more detailed definition is available in OAR 839-009-0210(22).

[5] "Closure" for the purpose of sick child leave during a statewide public health emergency declared by a public health official means a closure that is ongoing, intermittent, or recurring and restricts physical access to the child's school or child care provider. OAR 839-009-0210(4).

[6] The district may request verification of the need for sick child leave due to a closure during a statewide emergency. Verification may include:

1. The name of the child being cared for;
2. The name of the school or child care provider that has closed or become unavailable;
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.

[7] Bereavement leave under OFLA must be completed within 60 days of when the employee received notice of the death.

5. 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.

6. The eligibility of an employee who takes multiple leaves for different qualified reasons during the same leave year may be reconfirmed at the start of each qualified leave requested.

Definitions

1. Family member:

   a. For the purposes of OFLA, "family member" means:

      (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
      (7) Any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship.[8]

2. Child:

   a. For the purposes of OFLA, "child" means a biological or adopted child, a child in foster care or stepchild of the employee, the child of the employee's domestic partner, or a child with whom the employee is or was in a relationship of "in loco parentis".

[8] "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:

   a. Shared personal financial responsibility, including shared leases, common ownership of real or personal property, joint liability for bills or beneficiary designations;

   b. 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;

   c. The expectation to provide care because of the relationship or the prior provision of care;

   d. Cohabitation and its duration and purpose;

   e. Geographic proximity; and

   f. Any other factor that demonstrates the existence of a family-like relationship.

b. For the purposes of parental and sick child leave under OFLA, the child must be under the age of 18 or an adult dependent child substantially limited by a physical or mental impairment.

3. In loco parentis:

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

4. Public health emergency:

For OFLA a public health emergency means;

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

Leave Period

For the purposes of calculating an employee's leave period, the district will use 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 one-year period for OFLA leave entitlement shall be used for all employees. However, in all instances, the leave period for the purposes of shall be dependent on the start of any such leave regardless of the district's designated leave period described above.

Leave Duration

For the purposes of OFLA, an eligible employee is generally entitled to a total of 12 weeks of qualified leave during the designated leave period. However, an employee may be entitled to an additional, full 12 weeks of parental leave during the designated leave period following the birth of a child regardless of how much OFLA qualified leave the employee has taken prior to the birth of such child during the designated leave period. Likewise, an employee who uses the full 12 weeks of parental leave during the designated leave period, will be entitled to an additional 12 weeks of sick child leave under OFLA.[9] OFLA does not combine the leave entitlement for spouses working for the district. Under OFLA, family members who work for the district may be restricted from taking concurrent OFLA qualified leave.[10]

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.

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[9] Sick child leave under OFLA need not be provided if another family member, including a noncustodial biological parent, is willing and able to care for the child.

[10] Exceptions to the ability to require family members from taking OFLA qualified leave at different times are when 1) employee is caring for the other employee who has a serious medical condition; 2) one employee is caring for a child with a serious medical condition when the other employee is suffering a serious medical condition; 3) each family member is suffering a serious medical condition; 4) each family member wants to take Bereavement Leave under OFLA; and 5) the employer allows the family members to take concurrent leave.

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[11]. 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[12]. If an employee takes intermittent or reduced work schedule leave, only the actual number of hours of leave taken may be counted toward the 12 weeks of leave to which the employee is entitled.

Intermittent Leave

With the exception of parental leave which must be taken in one continuous block of time, an eligible employee is permitted under OFLA to take intermittent leave for any qualifying reason.

Intermittent leave is taken in multiple blocks of time (i.e., hours, days, weeks, etc.) rather than in one continuous block of time and/or requiring an altered or reduced work schedule. For OFLA this includes but is not limited to sick child leave taken requiring an altered or reduced work schedule because the intermittent or recurring closure of a child's school or child care provider due to a statewide public health emergency declared by a public health official.

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

Holidays or days in which the district is not in operation, are not counted against the eligible employee's intermittent OFLA leave period unless the employee was scheduled and expected to work on any such day.

Alternate Work Assignment

The district may transfer an employee recovering from a serious health condition to an alternate position which accommodates the serious health condition provided:

1. The employee accepts the position voluntarily and without coercion;

2. The transfer is temporary, lasts no longer than necessary and has equivalent pay and benefits;

[11] 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.

[12] 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 leave.

3. The transfer is compliant with any applicable collective bargaining agreement;

4. The transfer is compliant with state and federal law, including but not limited to the applicable protections provided for in OFLA; and

5. The transfer is not used to discourage the employee from taking OFLA leave for a serious health condition or to create a hardship for the employee.

The district may transfer an eligible employee who is on intermittent OFLA leave to another position with the same or different duties to accommodate the leave, provided:

1. The employee accepts the transfer position voluntarily and without coercion;

2. The transfer is temporary, lasts no longer than necessary to accommodate the leave and has equivalent pay and benefits;

3. The transfer is compliant with any applicable collective bargaining agreements;

4. The transfer is compliant with state and federal law, including but not limited to the applicable protections provided for in OFLA;

5. The transfer to an alternate position is used only when there is no other reasonable option available that would allow the employee to use intermittent leave or reduced work schedule; and

6. The transfer is not used to discourage the employee from taking intermittent or reduced work schedule leave, or to create a hardship for the employee.

If an eligible employee is transferred to an alternative position to accommodate the employee's serious health condition, and as a result the employee works fewer hours than the employee was working in the original position, the employee's OFLA leave time is determined by calculating the difference between the employee's normal work schedule and the number of hours the employee actually works during the leave period.

When an employee is transferred to alternate position as described above but such transfer does not result in a reduced schedule, time worked in any such alternate position shall not be considered for the purpose of OFLA leave. An employee working in an alternate position retains the right to return to the employee's original position unless all OFLA leave taken in that leave year plus the period of time worked in the alternate position exceeds 12 weeks.

Special Rules for School Employees

For the purposes of OFLA, "school employee" means employees employed principally as instructors in public kindergartens, elementary schools, secondary schools or education service districts.

OFLA leave that is taken for a period that ends with the school year and begins with the next semester is considered consecutive rather than intermittent. In any such situation, the eligible school employee will receive any benefits during the break period that employees would normally receive if they had been working at the end of the school year.

1. Foreseeable Intermittent Leave Exceeding 20 Percent of Working Days

When the qualified leave is foreseeable, will encompass more than 20 percent of the eligible school employee's regular work schedule during the leave period, and the purpose of such leave is to care for a family member with a serious medical condition, for a servicemember with a serious medical condition or because of the employee's own serious medical condition, the district may require the eligible school employee to:

a. Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
b. Temporarily transfer the eligible school employee to an alternate position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than the employee's original position.

2. Limitation on Leave Near the End of the School Year

When an eligible school employee requests leave near the end of the school year, the district may require the following:

a. When the qualified leave begins more than five weeks before the end of the school year:

(1) For the purposes of OFLA leave, if the reason for the leave is because of the eligible school employee's own serious health condition, the eligible school employee may be required to remain on leave until the end of the school year, provided:

(a) The leave will last at least three weeks; and
(b) The employee's return to work would occur within three weeks of the end of the school year.

b. For the purposes of OFLA leave, when the qualified leave begins within five weeks of the end of the school year and the purpose of such leave is parental leave, for the serious health condition of a family member or for the serious health condition of a servicemember, the eligible school employee may be required to remain on leave until the end of the school year provided:

(1) The leave will last more than two weeks; and
(2) The employee would return to work during the two-week period before the end of the school year.

c. For the purposes of OFLA leave, when the qualified leave begins within three weeks of the end of the school year and the purpose of such leave is parental leave, for the serious health condition of a family member or for the serious health condition of a servicemember, the eligible school employee may be required to remain on leave until the end of the school year provided the length of the leave will last more than five working days.

If the district requires an eligible school employee to remain on leave until the end of the school year as described above, additional leave required by the employer until the end of the school year shall not count against the eligible school employee's leave entitlement.

Paid/Unpaid Leave

OFLA does not require the district to pay an eligible employee who is on a qualified leave. Paid Family Medical Leave Insurance (PMFLI) leave taken via Paid Leave Oregon or an equivalent plan will run concurrently with OFLA when taken for the same purpose. Subject to any related provisions in any applicable collective bargaining agreement [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.]{[13]} This includes when an employee is being paid through PMFLI. The district will notify the eligible employee that 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 shall not be required to use any available accrued paid time off during the OMFLA leave period.

Benefits and Insurance

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

During an OFLA qualified leave an eligible employee does not accrue seniority or other benefits that would have accrued while the employee was working, unless the terms of a collective bargaining agreement, other agreement or other district policy provide otherwise.[14] The eligible employee is also subject to layoff to the same extent similarly situated employees not taking OFLA leave are subject unless the terms of an applicable collective bargaining agreement, other agreement or the district's policies provide otherwise.

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

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

Fitness-for-Duty Certification

Prior to the reinstatement of an employee following a leave which was the result of the employee's own serious health condition, the district may require the employee to obtain and present a Fitness-for-Duty Certification. If the district is going to require a fitness-for-duty certification upon return to work, the district must notify the employee of such requirement when the leave is designated as OFLA leave. Failure to provide the certification may result in a delay or denial of reinstatement.

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[13] {Coordinate with any language regarding use of accrued leave during PMFLI from GDBDF/GDBDF or any equivalent plan information.}

[14] See also ORS 342.934(4)(d) in reduction force situations.

For the purposes of OFLA qualified leave, any out-of-pocket costs associated with obtaining the fitness-for-duty certification shall be borne by the district.

Application

Under state law, an eligible employee requesting OFLA leave shall provide at least 30 days' notice prior to the leave date if the leave is foreseeable. The notice shall be written and include the anticipated start date, duration and reasons for the requested leave. When appropriate, the eligible employee must make a reasonable effort to schedule treatment, including intermittent leave and reduced leave, so as not to unduly disrupt the operation of the district.

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

For the purposes of OFLA, an eligible employee is required to provide oral or written notice within 24 hours of commencement of the leave in unanticipated or emergency leave situations. The employee may designate a family member or friend to notify the district during that period of time. Failure of an employee to provide the required notice for leave covered by OFLA may result in the district deducting up to three weeks from the employee's unused OFLA leave in that one-year leave period. The employee may be subject to disciplinary action for not following the district's notice procedures.

In all cases, proper documentation must be submitted no later than three working days following the employee's return to work.

Medical Certification

The district may require an eligible employee to provide medical documentation, when appropriate[15], to support the stated reason for such leave. The district will provide written notification to an employee of this requirement within five working days of the employee's request for leave. If the employee provides less than 30 days' notice, the employee is required to submit such medical certification no later than 15 calendar days after receipt of the district's notification that medical certification is required.

Any additional certifications, including second and third opinions, will be in accordance with applicable law.

Posted Notice

PROPOSED

[15] Medical documentation is not allowed in every situation. Review current laws and guidance for more information.

The district will post the Bureau of Labor and Industries Family Leave notice in each building or worksite that is accessible to and regularly frequented by employees.[16] The district will also post a notice explaining the provisions of FMLA and providing information concerning the procedures for filing complaints.[17]

Record Keeping

The district will maintain all records as required by federal and state laws including dates leave is taken by employees, identified separately from other leave; hours/days of leave; copies of general and specific notices to employees, including Board policy(ies) and regulations; premium payments of employee health benefits while on leave and records of any disputes with employees regarding granting of leave.

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

PROPOSED

[16] 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.

[17] 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.

f. GCBDF/GDBDF - Paid Family Medical Leave Insurance

OSBA Model Sample Policy

Code: GCBDF/GDBDF
Adopted:

Paid Family Medical Leave Insurance *

The district participates in Paid Family and Medical Leave Insurance (PFMLI) and Paid Leave Oregon (PLO)[1]. This includes submitting employee and employer contributions to the Employment Department ("Department") as required by state law.[2] The district does not administer PFMLI or PLO. All applications and related questions should be directed to the Department.

Definitions

1. "Family leave" means leave from work taken by a covered individual:

    a. To care for and bond with a child during the first year after the child's birth or during the first year after the placement of the child through foster care or adoption; or
    b. To care for a family member with a serious health condition.

2. "Family leave" does not mean:

    a. Leave described in Oregon Revised Statute (ORS) 659A.159 (1)(d) (non-serious health condition of child or school or child care provider closure due to public health emergency);
    b. Leave described in ORS 659A.159 (1)(e) (death of a family member); or
    c. Leave authorized under ORS 659A.093 (leave for spouses of members of the military upon deployment or call to active duty).

3. "Family member" means:

    a. The spouse of a covered individual;
    b. A child of a covered individual or the child's spouse or domestic partner;
    c. A parent of a covered individual or the parent's spouse or domestic partner;
    d. A sibling or stepsibling of a covered individual or the sibling's or step sibling's spouse or domestic partner;
    e. A grandparent of a covered individual or the grandparent's spouse or domestic partner;
    f. A grandchild of a covered individual or the grandchild's spouse or domestic partner;
    g. The domestic partner of a covered individual; or
    h. Any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship.

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[1] Paid Leave Oregon is the program developed by the Oregon Department of Employment to administer Paid Family and Medical Leave Insurance.

[2] The overall contribution will be determined by the Department director, and is initially set at 1 percent (up to $132,900). *{For districts with 25 or more employees:}* The employer contribution is 40 percent and the employee contribution is 60 percent of this amount. The amount will be set annually by November 15. See ORS 657B.150.

4. "Medical leave" means leave from work taken by a covered individual that is made necessary by the individual's own serious health condition.

5. "Safe leave" means leave related to domestic violence, harassment, sexual assault, stalking and relocation for health and safety reasons as provided in ORS 659A.272.

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

   a. Requires inpatient care in a medical care facility such as, but not limited to, a hospital, hospice, or residential facility such as, but not limited to, a nursing home or inpatient substance abuse treatment center;
   b. In the medical judgment of the treating health care provider poses an imminent danger of death, or that is terminal in prognosis with a reasonable possibility of death in the near future;
   c. Requires constant or continuing care, including home care administered by a health care professional;
   d. Involves a period of incapacity. "Incapacity" is the inability to perform at least one essential job function, or to attend school or perform regular daily activities for more than three consecutive calendar days. A period of incapacity includes any subsequent required treatment or recovery period relating to the same condition. The incapacity must involve one of the following:

      (1) Two or more treatments by a health care provider; or
      (2) One treatment plus a regimen of continuing care.

   e. Results in a period of incapacity or treatment for a chronic serious health condition that requires periodic visits for treatment by a health care provider, continues over an extended period of time, and may cause episodic rather than a continuing period of incapacity, such as, but not limited to, asthma, diabetes, or epilepsy;
   f. Involves permanent or long-term incapacity due to a condition for which treatment may not be effective, such as, but not limited to, Alzheimer's Disease, a severe stroke, or terminal stages of a disease. The employee or family member must be under the continuing care of a health care provider, but need not be receiving active treatment;
   g. Involves multiple treatments for restorative surgery or for a condition such as, but not limited to, chemotherapy for cancer, physical therapy for arthritis, or dialysis for kidney disease that if not treated would likely result in incapacity of more than three calendar days;
   h. Involves any period of disability due to pregnancy, childbirth, miscarriage or stillbirth, or period of absence for prenatal care; or
   i. Involves any period of absence from work for the donation of a body part, organ, or tissue, including preoperative or diagnostic services, surgery, post-operative treatment, and recovery.

Eligibility

1. To be eligible for PLO benefits, an individual must:

2. Be an employee of the district[3];

   a. Earn at least $1,000 in the base or alternate base year[4];
   b. Contribute to the PLO in accordance with state law;
   c. Experience an event qualifying the employee for:

      (1) Family leave;
      (2) Medical leave; or
      (3) Safe leave.

   d. Submit an application to Department;
   e. Have not exceeded maximum paid leave for the year; and
   f. Have no current disqualifications[5].

Leave

PLO can be used for family leave, medical leave or safe leave. Up to 12 weeks of paid leave can be taken per benefit year.[6] Leave can be taken in one-day increments and can be consecutive or nonconsecutive.

Any family leave or medical leave taken under PLO must be taken concurrently with any leave taken by an eligible employee under ORS 659A.150 - 659A.186 (OFLA) or under the federal Family and Medical Leave Act of 1993 (P.L. 103-3, FMLA) for the same purposes.

The district will maintain an employee's existing health benefits while the employee is using leave. The employee will be required to pay the employee's contribution to premiums.

END OF POLICY

Legal Reference(s):
ORS 657B
OAR 471-070

[3] PFMLI is a state-wide benefit, and not unique to the district. An eligible individual does not need to be an employee of the district in order to be eligible for PFMLI, but this policy only applies to employees of the district.

[4] Pay could come from another Oregon employer.

[5] Disqualifications may include eligibility for Workers' Compensation or Unemployment or determination of a willful false statement or failure to report a material fact in order to obtain benefits. See OAR 471-070-1010(1)(h).

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

HB 912 (2023)
SB 913 (2023)
HB 999 (2023)

g. GCBDF/GDBDF-AR - Paid Family Medical Leave Insurance

OSBA Model Sample Policy

Code: GCBDF/GDBDF-AR
Revised/Reviewed:

Paid Family Medical Leave Insurance (PFMLI)

Application

Employees may submit applications for Paid Leave Oregon (PLO) to the Oregon Employment Department ("Department").[1] 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.[2] The Department may require verification from the employee.[3] The Department will make all decisions regarding acceptance and denial of an application, including determining the amount of the benefit.[4] The district cannot accept, file, process or make decisions on applications.

An employee may appeal an approval or denial of claim, the amount of a weekly benefit or a disqualification from receipt of benefits to the Department in accordance with Oregon Revised Statute (ORS) 657B.410 and Oregon Administrative Rule (OAR) 471-070-8005.

Employee Notice to District

If the leave is foreseeable[5], the employee must provide the district with written notice[6] at least 30 calendar days prior to the leave.[7] If the leave is not foreseeable[8] the employee must give oral notice to the district

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[1] For application requirements see Oregon Administrative Regulation (OAR) 471-070-1100. Applications can be submitted at https://frances.oregon.gov/_/.

[2] Exceptions may be granted when the applicant can demonstrate good cause for late submission.

[3] See verification requirements in OAR 471-070-1110 - OAR 471-070-1130.

[4] The benefit may be less than the employee's salary. See ORS 657B.050.

[5] 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.

[6] Written notice includes, but it not limited to, handwritten or typed notices, and electronic communication such as text messages and email.

[7] *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."*

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

within 24 hours of the start of the leave, and must provide written notice within 3 days after the start of leave.[9] The district requests as much advanced notice as possible.

The notice must include:

1. The employee's first and last name;

2. Type of leave;

3. Explanation of the need for leave; and

4. Anticipated timing and duration of leave, including if it is continuous or intermittent.

Notice need only be given one time, but the employee shall notify the district as soon as practicable if dates of scheduled leave change, are extended, or were initially unknown. This notice does not need to mention PFMLI or PLO to satisfy the notice requirements.[10] Notice may be provided by another party on behalf of the employee in accordance with state law.

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

Concurrent Use of District-Provided Paid Leave

The district allows[11] employees to use all or a portion of employer-provided paid leave in addition to receiving PLO benefits. Example:

> An employee applies and is approved for PLO for a personal serious medical condition, which also qualifies for OFLA leave. The Department determines that the rate of pay will be 75 percent of the employee's regular salary. The employee will be allowed to use available district-provided paid leave (sick, vacation or otherwise) for days that PLO is received. Because of the overlap with OFLA leave, the employee will be able to choose how much other paid leave to use (which may result in the employee receiving more than 100 percent of their typical salary).

Return to Work

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[9] An eligible employee who takes safe leave shall give the employer reasonable advance notice of the individual's intention to take safe leave, unless giving the advance notice is not feasible. If other leave also applies (OFLA, FMLA, etc.), notice requirements for those types of leave may also apply.

[10] A district requiring written notice must outline the requirements in policy and procedures. A copy of the written policy and procedure must be provided to all eligible employees at the time of hire and each time the policy and procedure changes and in the language that the employer typically uses to communicate with the employee.

[11] See Oregon Bureau of Labor and Industries opinion letter, April 7, 2023. Because most PMFLI leave will also qualify for OFLA leave, OSBA recommends allowing the employee to use employer-provided paid leave for all PMFLI. A decision to not allow employees to use employer-paid leave could apply to situations eligible for PMFLI leave, but not OFLA leave.

Upon completion of leave, the employee is entitled to return to the position held in the district prior to the leave, if that position still exists and if the employee had been employed in the district for 90 days prior to taking leave.[12] *{For districts with 25 or more employees:}* If the position no longer exists, the employee is entitled to a position equal to their previous position, with equal benefits, pay and other terms and conditions of employment.

Communications Between the District and the Department

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

If the Department requests additional information from the district, the district will respond within 10 calendar days.

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

District Notice to Employees

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

1. The right of an eligible employee to claim and receive family and medical leave insurance benefits;

2. The procedure for filing a claim for benefits;

3. That an eligible employee must provide notice to the district before the employee commences leave, and a description of the penalties for failure to comply with the notice requirements;

4. The right of an eligible employee to job protection and benefits continuation;

5. The right of an eligible employee to appeal a decision or determination made by the Department director;

6. That discrimination and retaliatory personnel actions against an employee for inquiring about the PFMLI or PLO program, giving notification of leave under the program, taking leave under the program or claiming PFMLI or PLO benefits are prohibited;

[12] If the employee's leave also qualifies for OFLA/FMLA protection, see also Board policy GCBDA/GDBDA - Family Medical Leave and its accompanying administrative regulations.

7. The right of an employee to bring a civil action or to file a complaint for violation of ORS 657B.060 or 657B.070; and

8. That any health information related to family leave, medical leave or safe leave provided to the district by an employee is confidential and may not be released without the permission of the employee unless state or federal law or a court order permits or requires disclosure.[13]

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

District Filings

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

Employee Protections

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

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

[13] Paid Leave Oregon has provided a model notice, https://paidleave.oregon.gov/DocumentsForms/Paid-Leave-ModelNotice-Poster-EN.pdf.

h. LBEA - Resident Student Denial for Virtual Public Charter Attendance

OSBA Model Sample Policy

Code: LBEA
Adopted:

Resident Student Denial for Virtual Public Charter School Attendance**

The district is not required to approve a transfer of a resident student, when more than three percent of the students residing in the district are attending a virtual public charter school not sponsored by the district. The district will semiannually, by October 1 and April 1, calculate the percentage of students residing in the district, who are attending a virtual public charter school not sponsored by the district. When the established percentage is more than three percent, the district will not approve additional students enrollment to such a virtual public charter school.

A parent must give notice to the district of intent to enroll their student in a virtual public charter school not sponsored by the district, before enrolling their student in such a school and notice of actual enrollment.

If the district is not approving the enrollment, the district must respond with a decision to not give approval within 10 calendar days of receipt of the notice of intent from the parent. Such decision must include:

1. The percentage of students in the district that attend virtual public charter schools that are not sponsored by the district, based on recent calculations;

2. The right to appeal the decision to the State Board of Education;

3. A list of two or more other online options available to the student; and

4. A copy of OAR 581-026-0305 and OAR 581-026-0310.

The district is only required to use data that is reasonably available to the district, including but not limited to the following for such calculation:

1. The number of students residing in the district enrolled in the schools within the district;

2. The number of students residing in the district enrolled in public charter schools located in the district;

3. The number of students residing in the district enrolled in virtual public charter schools;

4. The number of home-schooled students who reside in the district and who have registered with the educational service district; and

5. The number of students who reside in the district enrolled in private schools located within the school district.

A parent may appeal a decision of a district to not approve a student enrollment to a virtual public charter school to the State Board of Education under OAR 581-026-0310.

If the student was enrolled in a virtual public charter school while living in another district and has maintained continuous enrollment in such school since moving into, and residing in this district, approval is not required.

END OF POLICY

Legal Reference(s):

ORS 332.107
ORS 338.125

OAR 581-026-0305
OAR 581-026-0310

House Bill 3024 (2023).

10. **Board Comments**
11. **Future Agenda Items**
12. **Key Dates**
    - **November 20 & 21 - Parent Teacher Conferences**
    - **November 20-24 Thanksgiving Break, No school**
    - **November 29 - Hearing Screening - Rescreen**
    - **November 29 - OSU K-8 Field Trip**
    - **December 5 - School Board Self Assessment, Work Session**
    - **December 14 - School Board Meeting**