



**LEBANON COMMUNITY SCHOOL DISTRICT
SCHOOL BOARD MEETING
MAY 16, 2024, IMMEDIATELY FOLLOWING BUDGET MEETING**

Santiam Travel Station

750 S. Third St. Lebanon, OR 97355

DISTRICT GOALS: Improve Student Achievement, K-3 Literacy, On-Time Graduation

MEETING AGENDA

1. WELCOME

A. Call to Order

2. PUBLIC COMMENTS¹

This is a time for citizens to address the Board. The Chair will recognize speaker(s) at the designated time. All speakers shall identify themselves and state their name before speaking. Speakers are asked to provide their name, address and telephone number on the Speaker's Sign-in Sheet. Each speaker may address the Board for three minutes.

3. SAND RIDGE CHARTER CONTRACT, pg. 4

Action: Informational

4. SUPERINTENDENT CONTRACT

Action: Approval Requested

5. ELD CURRICULUM ADOPTION, pg. 43

Action: Approval Requested

6. CONSENT AGENDA

Action: Approval Requested

- A. April 11, 2024 Board Meeting Minutes, pg. 47
- B. Policy Updates – First Reading, pg. 53

CODE	TITLE
FIRST READING	REQUIRED
AC	Nondiscrimination
CBG	Evaluation of the Superintendent
CCG	Evaluation of Administrators
EBBB	Injury or Illness Reports
EBCA	Safety Threats
GBN/JBA	Sexual Harassment
GBNAB/JHFE	Suspected Abuse of a Child Reporting Requirements**
GBNAB/JHFE-AR(1)	Reporting of Suspected Abuse of a Child
IGBAF	Special Education – Individual Education Plan (IEP)**
IGBAF-AR	Special Education – Individual Education Plan (IEP)**/*
IGBAG	Special Education – Procedural Safeguards**
JBA/GBN	Sexual Harassment
JGAB	Use of Restraint or Seclusion**
JGAB-AR	Use of Restraint or Seclusion**
JHFE/GBNAB	Suspected Abuse of a Child Reporting Requirements**
JHFE/GBNAB-AR(1)	Reporting of Suspected Abuse of a Child
	HIGHLY RECOMMENDED

JBAA	Section 504-Students**
JBAA-AR	Section 504-Students**/*
EBBA (New)	Student Health Services**
GBEB	Communicable Diseases in Schools
GBEB-AR	Communicable Diseases in Schools
JHCA/JHCB	Immunization and School Sports Participation**
JHCD/JHCDA-AR	Medications**/*
	DELETE
DJCA	Personal Service Contracts
EBBA	First Aid**
GBEBA	Staff – HIV,AIDS, and HBV
JHC	Student Health Services and Requirements**
JHCC	Communicable Diseases - Students
JHCC-AR	Communicable Diseases - Students
JHCCA	Students – HIV, HBV, and AIDS**
	OPTIONAL
EBBAA	Infection Control and Bloodborne Pathogens
JGA	Corporal Punishment**

C. Hiring

NAME	POSITION	FTE	START DATE	END DATE
NEW HIRES 2023-24				
Michelle Steinhebel	Director of Communications – District Office	1.0	5/9/2024	

7. INTERVIEW OF ZONE 3 CANDIDATES, pg. 176 **Action: Informational**

8. ZONE 3 APPOINTMENT AND OATH OF OFFICE, pg. 178 **Action: Approval Requested**

9. DEPARTMENT REPORTS **Action: Informational**

- A. Operations
 - 1. Operations Report
- B. Human Resources
- C. Finance
 - 1. Financial Report, pg. 180

10. COMMUNICATION **Action: Informational**

- A. Board
- B. Superintendent
 - 1. Jen's Zens

11. PUBLIC COMMENTS¹

12. ADJOURNMENT

Upcoming meeting dates:

May 23, 2024 Budget Meeting at 6:00 PM

June 6, 2024 Board Meeting at 6:00 PM

July 11, 2024 Board Meeting at 6:00 PM

¹ The Lebanon Community School District Board of Directors welcomes you to our regular meeting. It is the Board's goal to hold an effective and efficient meeting to conduct the business of the District. In keeping with this goal, the Board provides a place for Public Comments on each of its regular agendas. This is a time when you can provide statements or ask questions. The Board allows three minutes for each speaker. The language below discusses the Public Meetings Law and public participation in such meetings.

"The Public Meetings Law is a public attendance law, not a public participation law. Under the Public Meetings Law, governing body meetings are open to the public except as otherwise provided by law. ORS 192.630 The right of public attendance guaranteed by the Public Meetings Law does not include the right to participate by public testimony or comment.

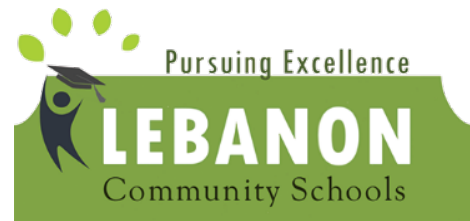
"Other statutes, rules, charters, ordinances, and bylaws outside the Public Meetings Law may require governing bodies to hear public testimony or comment on certain matters. But in the absence of such a requirement, a governing body may conduct a meeting without any public participation. Governing bodies voluntarily may allow limited public participation at their meetings."

Oregon Attorney General's Administrative Law Manual and Uniform and Model Rules of Procedure under the Administrative Procedures Act. Hardy Myers, Attorney General, March 27, 2000

Agenda Item 3

Sand Ridge Charter Contract

BOARD MEMORANDUM



To: The Honorable Chair and Members
Lebanon Community School District Board of Directors

From: Jennifer Meckley, Superintendent

Date: May 3, 2024 **Meeting Date:** May 16, 2024

Re: Sand Ridge Charter School Contract

Enclosed please find the District's proposed contract with PIE (People Involved in Education) for Sand Ridge Charter School.

District leadership met with Sand Ridge and PIE to discuss this agreement. The three areas of the contract we need Board input and approval on are:

1. Length of contract: Sand Ridge and PIE requested a ten-year contract. We are proposing a five-year contract with an automatic renewal of five years unless either party requests modifications.
2. Enrollment Cap: Sand Ridge and PIE requested no enrollment cap. The current language has a cap of 415 with language that allows the Charter to request an increase. We are proposing to keep the current cap of 415 as their average enrollment for the past five years has been 330.
3. Funding: Sand Ridge and PIE requested an increase in funding allocation. The District is proposing an increase from 80% to 83% per ADMw of students kindergarten through grade 8 of the amount of the District's general purpose grant per ADMw as calculated under ORS 327.013.

In addition to these changes, there are language updates (noted in red) to comply with state laws and regulations.

|

2024-2029
CHARTER AGREEMENT

between

PEOPLE INVOLVED IN EDUCATION, INC.,

Type to enter text

**AN OREGON NON-PROFIT CORPORATION,
DOING BUSINESS AS
SAND RIDGE CHARTER SCHOOL**

and

LEBANON COMMUNITY SCHOOL DISTRICT 9

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CHARTER SCHOOL CONTRACT

THIS CONTRACT, dated this July 1 day of 2024, is made and entered into by and between the Lebanon Community School District 9 (“District”) and People Involved in Education, Inc., an Oregon non-profit corporation (“PIE”) doing business as Sand Ridge Charter School.

RECITALS

WHEREAS, the Oregon Legislature has enacted ORS Chapter 338 for certain purposes as enumerated in that Chapter; and

WHEREAS, on January 29, 2001, an application was submitted by PIE to the District for formation of PIE as a charter school to operate within the School District; and

WHEREAS, the District has determined that the application submitted by PIE, complied with the purposes and requirements of ORS Chapter 338; and

WHEREAS, the Board held a public hearing on the provisions of the proposal in accordance with ORS 338.055 and evaluated the criteria set forth in ORS 338.055;

WHEREAS, the application was approved by the District and a contract was signed for the period of 2002-2005 and has been renewed multiple times since;

WHEREAS, the District has approved the renewal of the contract with modifications for the time period of 2024-2029, with an automatic five year renewal to June 30, 2034 unless either party requests modifications at the end of 2029; and

WHEREAS, on May 9, 2024, the District approved the renewal of Sand Ridge Charter School as a charter school operating within the District; and

WHEREAS, ORS 338.065 provides that the District school board and the governing body of Sand Ridge Charter School shall negotiate a new charter contract; and

WHEREAS, this contract between PIE and the District will constitute the agreement between the parties regarding the governance and operation of PIE; and

WHEREAS, PIE seeks certain waivers from and clarifications of Board policy and/or state law; and

WHEREAS, the District has the authority to waive only those Board-approved policies and/or regulations to the extent permitted by law; and

WHEREAS, the parties desire that the PIE be authorized to operate and conduct its affairs in accordance with the terms of this agreement and ORS Chapter 338.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual understandings, releases, covenants, and payments herein described, the parties agree as follows:

CONTRACT

1. Grant of Charter

PIE is granted a charter in accordance with ORS Chapter 338 and the terms and conditions of this contract to operate a charter school as described herein.

A. Relationship between Corporation and Charter School:

The Corporation (PIE), not the Charter School (Sand Ridge), is a party to this Agreement. PIE bears the legal responsibility under this Agreement for provisions that refer to Sand Ridge Charter School and grant rights or impose obligations on Sand Ridge. Thus, PIE is responsible for ensuring that Sand Ridge Charter School fulfills the obligations set forth in this Agreement, and PIE is ultimately responsible for any failure by Sand Ridge Charter School to comply with the provisions of this Agreement.

As used throughout this Agreement, “PIE” shall mean People Involved in Education, Inc., an Oregon non-profit corporation, doing business as Sand Ridge Charter School.

2. Effective Date and Term.

This contract is effective as of **July 1, 2024 for a term of five (5) years through June 30, 2029. with an automatic five year renewal to June 30, 2034 unless either party requests modifications at the end of 2029.**

3. Philosophy and Mission

The philosophy and mission of PIE, as described in the original application, is hereby accepted by the District to the extent it is consistent with the purposes set forth in ORS Chapter 338.

4. Goals and Objectives

The goals and objectives set forth in the original application are hereby accepted by the District, subject to the conditions set forth in this contract.

5. Educational Program, Student Performance Standards and Curriculum

A. Age and Grade Range

PIE may provide instruction beginning in about August of each school year, to students in grades K through twelve (12).

B. Curriculum

The District agrees to waive its curricular requirements, to the extent permitted by state law, but subject to the implementation by PIE of its instructional programs as outlined in Addendum A.

PIE shall have the authority and responsibility of designing and implementing its educational program, subject to the conditions of this contract, in a manner which is consistent with state law.

- (i) The educational program, pupil performance standards and curriculum designed and implemented by PIE shall meet or exceed any content standards adopted by the State and shall be designed to enable each pupil to achieve such standards.
- (ii) PIE shall use the State assessment system.
- (iii) PIE agrees to require the same total number of credits as the District for a high school diploma. A unit of credit will be as defined by State regulation.
- (iv) PIE agrees to comply with all state requirements concerning academic content.
- (v) PIE agrees to obtain prior approval from the District before making a fundamental change in the educational program outlined in Addendum A. The District will evaluate the new curriculum and/or instructional materials to determine whether such curriculum and materials meet or exceed the eight required state content standards.
- (vi) PIE shall establish an administrative process for resolving public complaints against PIE, including complaints regarding curriculum.
- (vii) The failure of PIE to comply with Addendum A is a breach of this contract.

C. Extracurricular Activities

PIE students are eligible to participate in extracurricular activities provided at other District schools at the same cost, if any, that is required of District students. Nonresident PIE students must comply with applicable OSAA rules before being eligible to participate in extracurricular activities in a District school. If the District provides transportation services for extracurricular activities, participating PIE students will receive the same transportation services as other District students. For example, both District students and PIE students who are participating in the Lebanon High School Football Team would both be provided District transportation from the original departure point and return.

D. Records

- (i) PIE shall comply with all record keeping requirements of federal and state law and shall provide any reports, as necessary, to meet the District's reporting obligations to the Oregon Department of Education. Student records include, without limitation, immunization records, class schedules, records of academic performance, disciplinary actions, attendance, documents required pursuant to the statewide assessment system under ORS 329.485(2) and any documentation required under federal and state laws regarding the education of students with disabilities.
- (ii) PIE shall comply with all District policies and regulations, and applicable federal and state laws, concerning the maintenance, retention and disclosure of student records, including, without limitation, the Oregon Public Records Law.

E. Nonreligious and Nondiscrimination

As provided in ORS 338.125(2), PIE may not limit student admission based on race, religion, sex, sexual orientation, gender identity, ethnicity, national origin, disability, the terms of an individualized education program, income level, proficiency in the English language or athletic ability, but may limit admission to students within a given age group or grade level. Open Enrollment

- (i) Enrollment shall be open to any child in grades K through 12.
- (ii) Maximum Average Daily Membership (ADM_r) during the term of this contract shall be no more than 415 Student ADM_r. This

number may only be exceeded with prior District approval. The minimum enrollment is 25 students. The District may terminate this charter if student enrollment in PIE falls under 25 students during any school year. The term ADMr shall mean the full-time (FTE) equivalency of 415. Calculation of ADMr for kindergarten students will be consistent with state law.

- (iii) PIE shall conduct its admissions process in a manner compliant with state law.
- (iv) During any school year, if PIE becomes aware that any of its students are enrolled at another public school or non-public school, PIE will so notify the District and shall require that the parent of such student take appropriate action to reduce enrollment to one school.
- (v) PIE shall provide to the District its projected enrollment numbers and grades by the first Tuesday of each December, or by the date required by the Oregon Department of Education, whichever date is earlier. In the event the District does not receive these estimates, the District will provide its own estimates and PIE shall be funded based on these estimates until actual enrollment numbers are available and provided to the District. In the event that PIE's enrollment is underreported to ODE, the District agrees to work in good faith with PIE and the ODE to provide the actual enrollment numbers to the ODE so that additional funds owing to the District and PIE can be obtained as soon as possible from ODE.
- (vi) **In the event a nonresident student is admitted in PIE, PIE agrees to:**
 - (1) **Within 10 days of a nonresident student's enrollment in PIE, PIE shall provide written notice of the student's enrollment to the District.**
 - (2) **Within 10 days of receiving the notice, the District shall provide to the student's parent, legal guardian or person in parental relationship written information about:**
 - (a) **The District's responsibility to identify, locate and evaluate students enrolled in PIE to determine which students may be in need of special education and related services as provided by ORS 338.165; and**

- (b) the methods by which the District may be contacted to answer questions or provide information related to special education and related services.
- (3) When a student described in this section withdraws from PIE for a reason other than graduation from high school, the District shall:
 - (a) Provide to the school district in which the student resides written notice that the student has withdrawn.
 - (b) Provide to the student’s parent, legal guardian or person in parental relationship written information about:
 - (i) The responsibility of the school district in which the student resides to identify, locate and evaluate students who reside in the school district to determine which students may be in need of special education and related services as provided by ORS 338.165; and
 - (ii) The methods by which the school district in which the student resides may be contacted to answer questions or provide information related to special education and related services.

F. Admission

PIE will follow the admission and lottery policies contained in ORS Chapter 338 as modified by this contract and by any waivers obtained from the state Department of Education. “Admission” means that the student has (1) enrolled with PIE; (2) successfully completed the lottery; and (3) been formally accepted as a PIE student by PIE.

- (i) PIE will maintain accurate records of all students on waiting lists and the lottery process when used (date, time, names of those present, names entered into the lottery, name of person drawing names, names drawn).

H. Student Attendance, Conduct and Discipline

PIE shall implement a system of uniform student discipline. PIE shall notify its students of the student rights and responsibilities. PIE shall maintain accurate enrollment data and shall enter the data into the District student information system. In order to ensure that PIE receives the appropriate level of funding, all PIE student who receive extra weights under the State's funding formula (ELL, TAG, etc.) shall be appropriately tabbed in the District's student information system. PIE will not receive funding for students and weights not appropriately entered into the District's student information system.

- (i) Student attendance at PIE shall be in compliance with Oregon's compulsory attendance laws.
- (ii) Discipline involving suspension and expulsion shall be achieved according to Oregon law. All PIE expulsion proceedings shall be administered similar to District policy. PIE shall be responsible for all costs associated with an expulsion hearing.
- (iii) Upon determining that initiation of expulsion proceedings is warranted, the PIE shall provide the District with written notice within three days of such determination and no later than five days following the suspension of such student with a summary statement of the grounds and evidence warranting suspension. PIE shall also promptly notify the District in writing of the disposition of any expulsion appeal proceeding.
- (iv) PIE and the District shall extend full faith and credit to the suspension and expulsion of a student of the other.
- (v) PIE shall provide the alternative program required by ORS Chapter 339 for a student expelled from PIE at its own expense.

I. Education Of Students With Disabilities

PIE will comply with all District policies and regulations and the requirements of federal and state law concerning the education of children with disabilities under the Individuals with Disabilities Education Act ("IDEA"). Compliance by PIE includes, but is not limited to, the following:

- (i) PIE will comply with all District policies regarding discipline of special education students;

- (ii) The IEP team is determined by state and federal law. The IEP team must have a District representative in attendance, as well as appropriate District specialists;
- (iii) As soon as practicable after admission, PIE shall notify District of any students eligible to receive special education services. The student's IEP team will determine the appropriate educational program and placement for all potential PIE special education students as soon as practicable after admission. The IEP team will continue to evaluate the placement during the school year, as the IEP team deems appropriate. PIE shall abide by the IEP team's decision on program and placement;
- (iv) PIE staff will comply with training required by an IEP team for delivery of services to a PIE student;
- (v) The funds from the Oregon Department of Education representing the ADMw for special education for PIE special education students (commonly referred to as the 'second weight') shall be retained by the District. to illustrate, if the District's General Purpose Grant were to be \$5,000 per ADMw, the District would receive 2.0 times that amount, or \$10,000, for each special education student; The first \$5,000 (the first weight) will be payable to PIE with whatever percentage of withholding pursuant to section 7 of this agreement, just like any other non-special education student attending PIE. The District will retain the entirety of the second \$5,000. (the second weight). The District has the discretion to determine which specialized programs will be offered on site at the PIE site;
- (vi) The PIE student's IEP team may recommend any appropriate placement for the PIE student based on the student's needs, whether in or out of the charter school. PIE shall not change the student's placement without IEP team action;
- (vii) Special education transportation will only be provided to a PIE special education student if it is a related service on a PIE student's IEP;
- (viii) PIE shall provide substitutes for PIE staff who are required to attend IEP meetings or other meetings related to a PIE special education student during the instructional day at PIE's expense;

(ix) PIE will notify the District if a PIE student may need special education services. Notification is to include the student's name and address.

J. Academically Low Achieving Students

PIE shall identify academically low achieving students for the purpose of determining an appropriate program, and shall provide its educational program to these students in a manner that best serves their needs.

K. Tuition

PIE will not charge tuition for programs, classes or courses of study which are part of the regular school program consistent with state law. PIE may charge reasonable fees for after-school programs and student activities.

L. Student Welfare and Safety

PIE shall comply with all applicable federal and state laws, concerning student welfare, safety and health, including, without limitation, the reporting of child abuse, accident prevention and disaster response, and any local, state or federal regulations governing the operation of school facilities. **PIE shall comply with District policy and state and federal law relating to drug administration to students.**

M. English as a Second Language

The PIE shall provide English Language Learner (“ELL”) services in a manner consistent with applicable state and federal law, provided that PIE shall identify students who require ELL, shall assess the English language proficiency of all students identified as coming from a non-English speaking background, and shall provide ELL or English as a second language program for such students. PIE will provide any special services that are required for English as a second language students pursuant to applicable state and federal law. PIE may contract with the District for the provision of these services.

N. School Year, School Day, Hours of Operation

If PIE alters its calendar or hours of operation from the District's and such alteration results in additional costs to the District, PIE will pay the District for the additional costs.

O. Alternative Education Model

Subject to applicable state and federal laws, the District shall allow PIE to promote and implement learning situations that are flexible with regard to environment, time, structure and pedagogy. PIE may grant credits to its students under the criteria set forth in **OAR 581-022-1350(2) and (3)**.

6. Evaluation of Student Performance and Procedures for Corrective Action

PIE shall pursue and make reasonable progress toward the achievement of the goals, objectives, philosophy, mission, and student performance standards consistent with those set forth in Addendum A, provided that such goals, objectives and student performance standards shall at all times remain in compliance with Oregon law. PIE's plan for evaluating student performance, the types of assessments to be used, the timeline for achievement of performance standards, and the procedure for taking corrective action in the event that student performance at PIE falls below those standards, shall be consistent with Addendum A.

- (i) PIE will submit an annual report to the District summarizing its progress towards meeting the academic goals as stated in Addendum A.
- (ii) PIE shall administer the standardized state tests as required by state law.
- (iii) PIE shall appoint a staff member to serve as test coordinator for the school. This individual shall coordinate with the District's testing coordinator as appropriate to ensure to the District's satisfaction that PIE staff are adequately trained on Oregon's testing protocols.

7. Economic Plan, Budget and Annual Audit

A. Funding

- (i) The District shall provide funding to PIE in an amount per weighted average daily membership (ADMw) of PIE that is equal to **83%** for students enrolled in kindergarten through grade 8 and 95% for students who are enrolled in grades 9-12, of the amount of the District's general purpose grant per ADMw as calculated under ORS 327.013 (This rate denoted as the Charter Rate on state funding forms). Funding shall be initially determined based on estimated enrollment as of July 1st of each year.
- (ii) As long as this contract is in effect, this funding will be in accordance with paragraph 7.C.(iii) below. The District, at its sole discretion, may advance funds to PIE upon request. The District

may adjust the funding to reflect the actual funded pupil count at any time during a school year. Regardless, the balance of funds paid to PIE by the District in Section 7.C.(iii) will reflect the actual funded pupil count. In addition, to the extent the District experiences any reduction or increase in its state ADM funding (that is, the amount of the general purpose grant per ADMw), proportionate reductions will be made to PIE by adjustment or setoff in subsequent months.

- (iii) Any financial commitment on the part of the District contained in this contract is subject to annual appropriation to the District and the parties agree that the District has no obligation to fund PIE operations except as expressly provided herein.

B. Budget

- (i) On or before May 1 of each year, PIE shall submit to the District a copy of its proposed budget for the upcoming school year.
- (ii) PIE shall be responsible for all costs associated with school operations, including the costs of subcontracting for goods and services, except as expressly provided in this contract.
- (iii) The cost of contracted services shall be charged against and deducted from the funding provided to PIE from the district in paragraph 7A above.
- (iv) The fiscal year of PIE shall begin on July 1 of each year and end on June 30 of the subsequent year.

C. Financial Records, Audits and Accounting Reports

PIE shall establish, maintain and retain appropriate financial records in accordance with all applicable federal, state and local laws, rules and regulations and to make such records available to the District, as requested. At a minimum of once per quarter, PIE will provide the District income and expense reports. PIE will arrange an annual audit of its accounts in accordance with the Municipal Audit Law, ORS 297.405 to 297.555 and 297.990. PIE will provide the District with eight (8) copies of the audit report and management letter no later than November 1st each year or within seven (7) days of receipt by PIE. PIE may request an extension of this timeline when through no fault of its own it is unable to comply with this deadline.

Financial Management. PIE shall implement a sound financial management system and operate in accordance with GAAP or other generally accepted standards of fiscal management, provided that PIE's accounting method shall comply in all instances with applicable governmental accounting requirements. PIE's financial system shall be compatible with the budget and accounting system of the District, and shall comply with the uniform budget and accounting system adopted by the State Board of Education.

- (i) PIE shall:
 - (1) For each school it operates, PIE shall have separate bank accounts and checking accounts;
 - (2) For each school it operates, PIE shall have separate financial accounting systems;
 - (3) For each school it operates, PIE shall have accurate financial information;
 - (4) For each school it operates, PIE shall have proof of insurance coverage;
 - (5) For each school it operates, PIE shall have separate payroll records for the employees of each school and an accurate and up-to-date list of employees employed by each school;
 - (6) PIE shall not use ADM funds received from Lebanon District for the operations or expenses of any charter school other than Sand Ridge Charter School;
 - (7) PIE shall provide, by way of its quarterly income and expense reports (section 7.C.), notification to the District in the event funds are transferred from one charter school to another, or from Sand Ridge Charter School to PIE.
 - (8) PIE shall not employ a teacher or administrator at Sand Ridge Charter School who is not registered or licensed through TSPC.
 - (9) Items listed (1) through (8) above shall be ongoing obligations of PIE.

- (ii) Adopted Budget. PIE shall prepare and provide to the District a copy of its adopted budget for each fiscal year no later than July 15.
- (iii) Distribution of Funds. The District shall distribute the school year funds to PIE as determined in paragraph 7.A., in accordance with ORS 338.155(8), but no later than the 25th of each month.

The balance to PIE on May 15 will reflect the actual pupil count for the year, regardless of any projected pupil counts. Adjustment to the prior year funding will be made in May in accordance with the “Final” State Funding Formula computation for that year (i.e., final adjustment to 2024/25 funding to be made in May 2026).

- (iv) Refund of Unspent Funds. In the event that this contract is revoked or is not renewed by the District, PIE shall refund to the District all unspent funds in accordance with ORS 338.105.
- (v) Other Sources of Funds for PIE. The parties acknowledge that the PIE is or may be entitled to other state and federal sources of funds for schools which are not included in the per capita tuition payment described in this contract. The District will offer services to PIE for its proportionate share of any federal, state, or other government grants (or other funding) that are made to the District, where the amount of the grant (or other funding) is based on the District’s ADMw, ADMr, or enrollment. PIE will be included in the District’s process of developing the consolidated subgrant application each spring.
- (vi) Outside Funding. PIE may accept gifts, donations or grants pursuant to ORS Chapter 338, provided that no such gifts, grants or donations may be accepted if contrary to applicable law or to the terms of this contract. In the event that PIE solicits funding from sources other than the District, it shall comply with all applicable state and federal laws regarding reporting of such charitable solicitations. The District shall charge PIE the District’s State approved indirect fee for any grants received by PIE where the District is the Fiscal Agent as defined by the grant.
- (vii) Statement of Management and Financial Controls. At all times, PIE shall maintain appropriate government and managerial procedures. PIE shall retain a certified public accountant who shall perform a review of PIE’s management and financial controls in conjunction with the annual audit. The audit Management

Letter is to include a statement concerning the status of those controls. In the event the letter reveals any deficiencies in PIE's management or financial controls, PIE shall remedy such deficiency no later than March 1.

- (viii) In the event the Oregon Department of Education (ODE) withholds public funding to the district based upon PIE's failure to comply with this agreement, ORS chapter 338 or a directive or order of ODE, the District shall offset its next month's payment to PIE under Section 7A the same amount that ODE withheld from the District based upon PIE's failure to comply. If the amount withheld from the district by ODE exceeds the amount due to PIE for the next month under Section 7A of this agreement, any remaining amount not offset by the District shall be applied to the second and any subsequent month until the district is repaid by PIE in full.

D. Building

- (i) Sand Ridge Charter School shall be located within the attendance boundaries of the Lebanon School District.
- (ii) PIE will notify the District of any change in the location of the charter school.
- (iii) PIE shall take such actions as are necessary to ensure that the lease, occupancy permits and health and safety approvals remain valid and in force and shall certify to the District no earlier than June 1 and no later than July 1 of each school year that such leases, certificates and approvals remain in force.
- (iv) PIE may change its physical location or obtain additional facilities provided that PIE fulfills the obligations and provides the information set forth in this section with respect to such new facilities or additional facilities, and provided further that PIE notifies the District of the proposed change in location or addition of facilities not less than 30 days prior to taking any final action in connection therewith.

8. Governance and Operation

PIE shall govern and operate the charter school to the extent permissible under federal and state law and subject to all conditions of this contract.

A. Governing Board

The governing board of PIE shall be set by PIE bylaws.

B. Corporate Status

- (i) PIE is and will remain an Oregon nonprofit corporation. Before making any changes in its Articles of Incorporation or Bylaws, PIE agrees to give copies of the changes to the District. If the District believes that any such changes violate either this contract or state or federal law, it will so notify PIE. If PIE agrees, it will make necessary changes to the Articles or Bylaws to conform to this contract or the applicable law; if the parties do not agree, the matter will be resolved under Section 13.H (dispute resolution) PIE's Articles of Incorporation and/or Bylaws will include a provision specifying that upon dissolution, voluntary or otherwise assets purchased with public funds required to be given to the State Board of Education pursuant to ORS 338.105, shall be returned to the State Board of Education or to the District if approved by the State Board of Education. All other assets (including without limitation gifts, donations, loans, and grants from sources other than public funds and property purchased with any of the foregoing) shall be the property of PIE.
- (ii) PIE acknowledges that it currently operates two charter schools as set forth above. PIE, its board members, directors and officers expressly represent that they will not take any action to operate another charter school during the term of this agreement within the Lebanon School District. They will not submit another charter proposal to the District Board. PIE acknowledges that its failure to abide by this provision is a material breach of this agreement which is subject to terminate by the District School Board.

C. Conflict of Interest

The governing board and any employees of PIE shall comply with state law regarding public employee ethics and conflicts of interest.

D. Nonreligious, Nonsectarian Status

PIE agrees that it shall operate, in all respects, as a nonsectarian, nonreligious public school. PIE shall not be affiliated with any nonpublic sectarian school or religious organization.

E. Nondiscrimination

PIE shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination.

F. Accountability

PIE shall be accountable to the District. All records, whether in digital or printed form, established and maintained in accordance with the provisions of this contract, school policy, and federal and state law shall be open to inspection by the District upon reasonable notice to PIE. PIE shall participate in the statewide assessment system developed by the Department of Education under ORS 329.485(2). PIE is obligated to collect and provide such data regarding staffing, student enrollment, student records, and school operations, upon request by the District.

G. Public Meetings

PIE and its Board of Directors are subject to the provisions of the Oregon Public Meetings Law, ORS 192.610 to 192.705.

H. Indigent Students

PIE shall waive all fees for indigent students in accordance with District policy and applicable federal and state law. PIE shall survey its student population for eligibility for free and reduced lunches under federal and state law if it elects to provide lunch for its students.

I. Operational Powers

Subject to the conditions and provisions of this contract, PIE through its Board of Directors shall be fiscally responsible for its own operations within the limitations of any funding provided by the School District and other revenues derived by PIE consistent with law.

- (i) PIE Powers: PIE shall have authority to exercise independently, also consistent with federal and state law, the following powers (including such other powers as provided for elsewhere in this contract): contract for goods and services necessary for the

operation of PIE; prepare a budget; procure insurance; lease facilities for school purposes; purchase, lease or rent furniture, equipment and supplies; retain fees collected from students in accordance with law; organize and carry out fundraising efforts; accept and expend gifts, donations or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and not contrary to any of the terms of this contract; and serve as the employer for the staff at PIE consistent with section 9 of this contract.

J. Bidding Requirements

Unless purchased from or through the District or another contracting agency, contractual services and purchases of supplies, materials and equipment shall be procured by PIE through a system of competitive bidding to the extent required by law.

K. Third-Party Contracts

PIE agrees it shall not enter into any contract for comprehensive school management or operation services to be performed in substantial part by an entity not a party to this contract without prior approval by the District Board.

L. Annual Report and Review

PIE will submit an annual report to the District at the District's December school board meeting which will include, without limitation, the following:

- (i) Summary data on the progress toward meeting its academic goals and objectives;
- (ii) The audited financial statements of PIE, including proofs of insurance;
- (iii) Policy development issues;
- (iv) Student attendance and student discipline information; and
- (v) Any other information the District reasonably deems necessary to demonstrate that PIE is in compliance with state and federal law and the terms of this contract.

M. Renewal

This contract may be renewed by joint agreement between the District and PIE. PIE will request renewal of this contract in writing by October 1, 2033. The District will provide notification of its decision to either renew or non-renew the contract by December 15, 2033, but in no event later than 45 days preceding any deadline for a new charter school application, whichever occurs first.

- (i) In the event the contract is not renewed prior to the expiration of the contract, this contract shall terminate at midnight on June 30, 2034.
- (ii) PIE shall not submit a new charter application to the District unless this contract has been either terminated or non-renewed.
- (iii) Subject to the terms of this Charter Agreement, the District and PIE shall otherwise comply with the provisions of ORS 338.065 pertaining to renewal of a charter.

N. Termination

- (i) Grounds for Termination: The District may revoke the charter and terminate this contract on any of the following grounds:
 - a) Failure to meet the terms of this charter contract or ORS Chapter 338;
 - b) Failure to meet the requirements for student performance stated in this charter contract;
 - c) Failure to correct a violation of any federal or state law that is described in ORS 338.115;
 - d) Failure to maintain insurance as described in this charter contract;
 - e) Failure to maintain financial stability or a sound financial management plan.
- (ii) Notice and Appeal: The District shall provide 60 days prior written notice of its intent to terminate the charter agreement. PIE may appeal the District's decision to terminate the charter agreement directly to District Board. PIE may respond to the allegations in the District's written notification by offering

documentary evidence and written argument. The Board's decision may only be appealed to the Oregon Department of Education according to ORS 338.105. Until the effective date of termination, and pending a determination upon appeal, the District shall continue to make the funding payments under Paragraph 7.A. of this Agreement to PIE and Sand Ridge shall remain open.

- (iii) PIE Decision to Terminate: Should PIE choose to terminate this contract and revoke its charter before the end of the contract term, it may do so with the Board's approval, upon 180 days' advance written notice. PIE may only terminate this charter, dissolve or close the charter school at the end of a semester, pursuant to ORS 338.105. In the event of termination, all assets not requiring return or transfer to donors or grantors or required for discharge of existing liabilities and operations of PIE shall be returned to the District, subject to ORS 338.105 requiring assets purchased with public funds to be given to the State Board of Education.

O. Dissolution

In the event PIE should cease operations for whatever reason, including, but not limited to, the nonrenewal or revocation of its charter, or dissolution of the nonprofit corporation. All assets purchased with public funds and pertaining to the operation of Sand Ridge shall be given to the State Board of Education.

9. Employment Matters

PIE will serve as the employer for the staff at PIE and the Sand Ridge Charter School. This designation will apply to all Sand Ridge Charter School's staff and administrators. PIE employees will not be included in the District's respective bargaining units. PIE has the right to set all terms and conditions of employment, subject only to state and federal laws and applicable collective bargaining agreements. PIE shall hire and employ a principal to manage the Sand Ridge Charter School during this contract period.

A. Hiring of Personnel

Hiring of personnel will be at the sole discretion of PIE. The PIE board has complete authority to hire, discipline, supervise or terminate PIE employees. PIE shall notify the District in writing of any new employees hired for Sand Ridge prior to placing that new employee at Sand Ridge. The written notification shall include the full name, address and social security number of the new employee as well as current licensure or

certification, position and classes to be taught, if any. The failure to timely comply will result in the financial penalties set forth in Section 9K.

- (i) Exception for Substitute Teachers: In the event PIE hires a substitute teacher to temporarily replace a teacher at Sand Ridge, PIE need not provide prior notice to the District. However, if the substitute continues in the temporary assignment for more than 20 consecutive school days, PIE shall notify the District in writing of the information required in Section 9A.

B. Employee Compensation, Evaluation and Discipline

PIE will make all decisions regarding compensation, evaluation, promotion, discipline and termination of employees working at PIE, subject to the terms of any applicable collective bargaining agreements and state and federal law.

- (i) PIE will be responsible for the supervision and evaluation of the teaching staff within PIE.
- (ii) PIE will follow federal and state law regarding recruitment, promotion, discipline and termination of personnel; methods for evaluating performance; and a plan for resolving employee-related problems, including complaint and grievance procedures.

C. Payroll

Employees shall be paid through the payroll department of PIE or through a company that contracts with PIE for that purpose.

D. Benefits

The licensed and classified staff at PIE will receive benefits in compliance with any applicable collective bargaining agreements or as otherwise provided by PIE. PIE supervisory staff will receive benefits in accordance with their employment contracts.

E. PERS

Pursuant to ORS Chapter 338, PIE shall participate in the Public Employees Retirement System (PERS) for its employees.

F. Employee Welfare and Safety

PIE shall comply with all applicable federal and state laws, concerning employee welfare, safety and health issues.

G. Employee Records

PIE shall be responsible for establishing and maintaining personnel records for its employees in compliance with federal and state laws, concerning the maintenance, retention and disclosure of employee records.

H. Employee Conduct

PIE shall ensure that its own employees comply with all applicable state and federal law, concerning employee conduct.

I. Placement Upon Revocation of Charter

In the event of termination or nonrenewal of this contract, PIE shall follow the reduction in force provisions in any applicable collective bargaining agreements for licensed and classified employees or as otherwise provided by PIE.

J. Substitutes

PIE will be responsible for providing coverage for all PIE teachers requiring substitutes. All PIE substitute teachers shall be licensed by or registered with TSPC.

K. Licensure/Qualifications

(i) At least one-half of the total full-time equivalent teacher and administrative staff at PIE shall be licensed by the Teacher Standards and Practices Commission (TSPC), pursuant to ORS 338.135(7). Those teachers and administrators who are not otherwise licensed through TSPC shall be registered through TSPC.

(ii) PIE shall not employ a teacher or administrator who is not registered or licensed through TSPC. In the event PIE knows or reasonably should know that an administrator or teacher lacks the appropriate licensure or registration with TSPC, PIE shall immediately place the administrator or teacher on leave with written notification to the District of this action. The administrator or teacher on leave shall not return to Sand Ridge until his/her

license or registration is confirmed by TSPC and a written confirmation is provided to the District.

- (iii) PIE shall provide the District with a written list of current PIE employees, including all teachers and administrators, by the first day of school of each year of this agreement and provide written verification of new employees prior to starting work at the charter school.
- (iv) If PIE fails to abide by this Section or Section 9A above, upon discovery of a violation by the District, the amount of ADM payable to PIE shall be reduced by the per diem salary of that employee multiplied by the number of days that employee remained unlicensed or unregistered prior to the District's discovery or, in the case of the newly hired employee who began work at PIE without prior notification to the District as provided in Section 9A above, the financial penalty shall be the number of days from the time the employee started working at PIE until discovery by the District multiplied by that employee's per diem rate of pay.
- (v) In the case PIE fails to provide the District with the written list of employees on or before the first day of school, the financial penalty shall be calculated by taking the number of days between the time the written list of employees was due under the terms of this agreement and the date it is ultimately provided to the District, multiplied by the per diem rate of the PIE Administrator's salary.
- (vi) The financial penalty shall be imposed automatically by the District with written notification to PIE prior to reduction in the next month's ADM payment. Any financial penalty imposed under this section may be appealed to the District School Board, but the appeal process will not stay the imposition of the penalty. The appeal is post-penalty only.

L. Professional Development

PIE shall provide professional development opportunities to PIE staff as provided for in state law. PIE may collaborate with the District for joint professional development opportunities.

PIE shall train teachers in its educational program.

The District will invite the Charter School staff to participate in all professional development activities offered through the District. The

Charter School staff will pay the same rate as District staff to participate in professional development trainings, workshops and other activities. The District will recommend to Linn Benton Lincoln Education Service District that the Charter School staff pay the same rate as District staff for ESD training and professional development activities.

M. TSPC Obligation

PIE shall meet any and all reporting obligations to TSPC regarding its employees.

N. Criminal Background Checks

PIE shall not knowingly employ any individual for whom a criminal background investigation has not been initiated or who has been convicted of one or more offenses in District Policy and Rule.

O. Staff/Employee Information

No later than the first day of school, PIE shall provide the District with a list containing the names, job positions, and Social Security numbers of all of its employees. Such list shall also indicate:

- (i) For each employee, the date of initiation of the criminal background investigation required by ORS 342.223;
- (ii) For any individual hired in an instructional position the PIE shall provide the District with such evidence of certification and/or other qualifications.
- (iii) For individuals hired after the first day of school, PIE will submit the required employee information to the District within 30 days of the individual's initial date of hire. In no event will any newly hired employee actually be placed at Sand Ridge unless and until such person satisfies the requirements of this section and section 9K.

10. Contracted Services

PIE may contract with the District for additional services, beyond the scope of this agreement, as needed. Should the District agree to contract services with PIE, PIE will pay the District's actual cost as determined by the District provided that the District provides PIE with a verifiable accounting reflecting the District's actual costs.

11. Insurance and Legal Liabilities

A. Insurance

Provided by PIE: PIE shall, at its own expense, secure and retain and provide proof of the following insurance and in the amounts set forth below:

Commercial General Liability Insurance in an amount of not less than \$1,000,000 combined single limit per occurrence/\$3,000,000 general annual aggregate covering the public charter school, the governing board, employees and volunteers against liability for damages because of personal injury, bodily injury, death or damage to property including the loss of use thereof. Coverage to include, but not limited to, contractual liability, advertisers' liability, employee benefits liability, professional liability and teachers' liability.

Liability Insurance for Directors and Officers in an amount not less than \$1,000,000 each loss/\$1,000,000 each policy year covering the public charter school, the governing board, employees and volunteers against liability arising out of wrongful acts and employment practices. Continuous "claims made" coverage will be acceptable, provided the retroactive date is on the effective date of the charter.

Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit covering the public charter school, the governing board, employees and volunteers against liability for damages because of bodily injury, death or damage to property, including the loss of use thereof arising out of the ownership, operation, maintenance or use of any automobile. The policy will include underinsured and uninsured motorist coverage at the limits equal to bodily injury limits.

Workers' Compensation Insurance shall also be maintained pursuant to Oregon laws (ORS Chapter 656). Employers' liability insurance with limits of \$100,000 each accident, \$100,000 disease each employee and \$500,000 each policy limit.

Honesty Bond to cover all employees and volunteers. Limits to be determined by the governing board, but no less than \$25,000. Coverage shall include faithful performance and loss of moneys and securities.

Property Insurance on all owned or leased buildings or equipment. The insurance shall be written to cover the full replacement cost of the building and/or equipment on an "all risk of direct physical loss basis".

Additional requirements:

The District shall be an additional named insured on commercial general and automobile liability insurance. The policies shall provide for a 30-day written notice of cancellation or material change. A certificate evidencing all of the above insurance shall be furnished to the District;

The District shall be a loss payee on the property insurance if PIE leases any real or personal District property; and

The coverage provided and the insurance carriers must be acceptable to the District.

- (i) PIE will also obtain, at its own expense, any further insurance that the District reasonably deems necessary to protect the interests of the District or PIE. PIE will provide insurance related to all PIE staff employed by PIE in a manner deemed appropriate by PIE. Nothing in this section shall require PIE to provide health insurance to its employees.
- (ii) Required Proof of Insurance: PIE agrees that it is already insured in the types and amounts set forth above. Upon request of the District's Superintendent, PIE shall provide the District with certificates of insurance or other satisfactory proof evidencing appropriate coverage. All insurance policies shall contain a provision requiring notice to the District, at least 30 days in advance, of any material change, nonrenewal or termination of the insurance policy. Notice shall be to the attention of the District's Superintendent.
- (iii) Coordination of Risk Management Activities: PIE and the District both agree that they will coordinate all risk management activities in which both parties are involved. This will include the prompt reporting of any and all pending or threatened claims, filing of timely notices of claims, and cooperating fully with the District in the defense of any claims.

B. Legal Liabilities

- (i) Laws: PIE shall not be exempt from the federal and state laws that apply to charter schools pursuant to ORS 338.115 or laws which by their own terms are applicable to charter schools. These include but are not limited to:

Pursuant to ORS 338.115, statutes and rules that apply only to school district boards, school districts or other public schools do

not apply to public charter schools. However, the following laws do apply to public charter schools:

- a) Federal law;
- b) **ORS 30.260 to 30.300 (tort claims)**
- c) **ORS 192.311 to 192.478 (public records law);**
- d) **ORS 192.610 to 192.705 (public meetings law);**
- e) **ORS chapters 279A, 279B, and 279C (Public Contracting Code);**
- f) **ORS 297.405 to 297.555 and 297.990 (Municipal Audit Law);**
- g) **ORS 326.565, 326.575 and 326.580 (student records);**
- h) **ORS 181A.195, 326.603, 326.607, and 342.223 (criminal records checks);**
- i) **ORS 329.045 (academic content standards and instruction);**
- j) **ORS 329.451 (high school diploma, modified diploma, extended diploma and certificate of attendance);**
- k) **ORS 329.496 (physical education);**
- l) **(The statewide assessment system developed by the Department of Education for mathematics, science and language arts under ORS 329.485 (2));**
- m) **ORS 336.840 (use of personal electronic devices);**
- n) **ORS 337.150 (textbooks);**
- o) **ORS 339.119 (consideration for educational services);**
- p) **ORS 339.141, 339.147 and 339.155 (tuition and fees);**
- q) **ORS 339.250 (9) (prohibition on infliction of corporal punishment);**
- r) **ORS 339.326 (notice concerning students subject to juvenile court petitions);**

- s) ORS 339.370 to 339.400 (reporting of suspected abuse and suspected sexual conduct);
- t) ORS 342.856 (core teaching standards);
- u) ORS chapter 657 (Employment Department Law);
- v) ORS 332.505 (2), 659.850, 659.855 and 659.860 (discrimination);
- w) Any statute or rule that establishes requirements for instructional time provided by a school during each day or during a year;
- x)
- y) Statutes and rules that expressly apply to public charter schools;
- z) Statutes and rules that apply to a special government body, as defined in ORS 174.117, or a public body, as defined in ORS 174.109;
- aa) Health and safety statutes and rules;
- bb) Any statute or rule that is listed in this charter contract; and
- cc) ORS Chapter 338.

- (ii) Policies. PIE shall adopt whatever policies are required by law and may, in its discretion, adopt other policies governing operation of PIE. PIE shall furnish to the District copies of any written policies or procedures it adopts with respect to any matter relating to its operations and educational program. The District will give notice to PIE if the District believes that (a) PIE has failed to adopt one or more policies required by law; or (b) a policy that PIE has adopted violates a law or is not in full compliance with any law. If PIE agrees with the District notice, PIE will promptly (consistent with its bylaws and existing policies relating to the adoption or amendment of policies) adopt or amend a policy as indicated in the District's notice. If PIE does not agree with the District notice, the dispute shall be resolved as provided in Section 13.H.
- (iii) Any policy that is beyond PIE's powers under this contract or is otherwise inconsistent with the terms of this contract is void.

- (iv) If, at any time during the term of this contract, the state develops any new rules, regulations or statutes that may affect the terms of this contract or otherwise affect PIE, PIE and the District shall review this contract and mutually work in good faith to conform it as may be required by law.
- (v) If the District believes that any statute or rule applies to PIE, and the District believes that PIE is not in compliance with that statute or rule, the District shall give PIE notice specifically identifying the statute or rule and specifically how the District believes PIE not to be in compliance, and the District shall give PIE reasonable opportunity to comply with that statute or rule in accordance with the terms of this charter agreement regarding breach and dispute resolution. Nothing in this section shall be construed to excuse PIE's legal duty to comply with required policies.

C. Waiver

PIE may request waivers from state law or regulation by submitting the request, in writing, to the State Board of Education, pursuant to ORS Chapter 338, and PIE will provide a copy to the District's Superintendent. PIE and the District agree to review all PIE waiver requests prior to PIE sending the waiver to the State Board of Education in order that the waiver is a joint request by PIE and the District. The request shall include the reasons why PIE is in need of or desires the waiver. The District acknowledges that only the State Board of Education has the authority to grant a waiver from state law or regulation. PIE agrees that it will not request a waiver from the State's academic standards.

D. Full Faith and Credit

PIE agrees that it will not extend the faith and credit of the District to any third person or entity. PIE acknowledges and agrees that it has no authority to enter into a contract that would bind the District and that PIE's authority to contract is limited to the extent provided by law. PIE also is limited in its authority to contract by the amount of funds obtained by the District, as provided in this contract, or from other independent sources. PIE's governing board has the authority to approve contracts to which PIE is a party, subject to the requirements and limitations of the Oregon Constitution, state law, and the provisions of this contract.

E. Indemnification

- (i) PIE Indemnifies District: To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, PIE agrees to indemnify and hold the District, its Board, agents and employees harmless from all liability, claims and demands on account of injury, loss or damage, including, without limitation, claims arising from (1) the possession, occupancy or use of property of PIE (including after school use of buildings by outside groups), its faculty, students, patrons, employees, guests or agents; (2) civil rights violations, bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of or are in any manner connected with PIE's operations. PIE agrees to indemnify, hold harmless and defend the District from all contract claims in which the PIE has obligated the District without the District's prior written approval. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided in the Oregon Tort Claims Act.

- (ii) District Indemnifies PIE: To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, District agrees to indemnify and hold PIE, its Board, agents and employees harmless from all liability, claims and demands on account of injury, loss or damage, including, without limitation, claims arising from (1) the possession, occupancy or use of property of District (including after school use of buildings by outside groups), its faculty, students, patrons, employees, guests or agents; (2) civil rights violations, bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of or are in any manner connected with District's operations. District agrees to indemnify, hold harmless and defend PIE from all contract claims in which the District has obligated the PIE without the PIE's prior written approval. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided in the Oregon Tort Claims Act.

- (iii) Survival of Indemnification: This indemnification, defense and hold harmless obligation on behalf of PIE and the District shall survive the termination of this contract. Any indemnified party shall have the right, at its own expense, to participate in the defense of any suit, without relieving the indemnifying party of any of its obligations hereunder.

F. District Disclaimer of Liability

The parties to this contract expressly acknowledge that PIE is not operating as the agent, or under the direction and control, of the District Board except as required by law or this contract, and that the District Board assumes no liability for any loss or injury resulting from:

- (i) The acts or omissions of PIE, its directors, trustees, agents or employees;
- (ii) The use and occupancy of the building occupied by PIE or any matter in connection with the condition of such building; or
- (iii) Any debt or contractual obligation incurred by PIE.

G. ADA/504 Obligations

PIE acknowledges that it is legally responsible to comply with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 and ORS 659 with respect to its students, staff and patrons. PIE will indemnify and hold harmless the District from all claims under these statutes.

12. Transportation

The parties are subject to ORS 338.145 regarding student transportation which states:

- (i) The public charter school shall be responsible for providing transportation to students who reside within the school district and who attend the public charter school. The public charter school may negotiate with a school district for the provision of transportation to students attending the public charter school.
- (ii) Notwithstanding subsection (1) of this section, the school district within which the public charter school is located shall be responsible for the transportation of students attending the public charter school pursuant to ORS 327.043 in the same manner as students attending nonchartered public schools if the student is a resident of the school district. However, a school district may not be required to add or extend existing bus routes or other transportation services pursuant to this subsection.
- (iii) Students who attend public charter schools and who reside outside of the school district may use existing bus routes and transportation

services of the school district in which a public charter school is located.

- (iv) Any transportation costs incurred by a school district under this section shall be considered approved transportation costs for purposes of ORS 327.013 in the same manner as transportation costs incurred by the school district for transporting students who attend nonchartered public schools are considered approved transportation costs for purposes of ORS 327.013.
- (v) The parties shall develop a transportation protocol to assist the District Transportation Department and students attending PIE to access District transportation services.

13. Miscellaneous Provisions

A. Entire Agreement

This contract, with attachments, contains all terms, conditions and provisions hereof and the entire understanding and all representations of understandings and discussions of the parties relating thereto, and all prior representations, understandings and discussions are merged herein and superseded and cancelled by this contract.

B. Governing Law

This contract shall be governed by, subject to and construed under the laws of the State of Oregon without regard to its conflicts of law provisions. The parties intend that where this contract references federal or state law that they be bound by any amendment to such laws, upon the effective date of such amendments.

C. Assignment

This contract may not be assigned in its entirety or delegated by the PIE under any circumstances, it being expressly understood that the charter granted by this contract runs solely and exclusively to the PIE. This does not limit PIE's right to enter into contracts (including contracts whereby certain responsibilities of PIE are performed by others).

D. Terms and Conditions of Application

The parties to this contract agree that the attached application sets forth the overall goals, standards and general operational policies of the PIE, and that the application is not a complete statement of each detail of PIE's

operation. To the extent that the PIE desires to implement specific policies, procedures or other specific terms of operation that supplement or otherwise defer from those in the application, the PIE shall be permitted to implement such policies, procedures and specific terms of operation, with notice given to the District, provided that such policies, procedures and terms of operation are consistent with the goals, standards and general operational policies set forth in the application, this contract and ORS Chapter 338.

E. Amendment

This contract may be modified or amended only by written agreement between PIE and the District.

F. Notice

Any notice required, or permitted, under this contract, shall be in writing and shall be effective upon personal delivery (subject to verification of service or acknowledgement of receipt) or three days after mailing when sent by certified mail, postage prepaid, to the following:

District: Superintendent, 485 S 5th Street, Lebanon, Oregon 97355

Sand Ridge Charter School: Principal, 30581 Sodaville Mountain Home Road, Lebanon, Oregon 97355, and 2900 South Main Road, Lebanon, Oregon 97355.

G. No Waiver

The parties agree that no assent, express or implied, to any breach by either of them of any one or more of the covenants and agreements expressed herein shall be deemed or be taken to constitute a waiver of any succeeding or other breach.

H. Dispute Resolution

In the event any dispute arises between the District and PIE concerning this contract, including, without limitation, the implementation of or waiver from any policies, regulations or procedures, such dispute shall first be submitted to the Superintendent of the District for review. If the District and PIE are unable to resolve the dispute, either party may submit the matter to the District's Board for its consideration. The decision of the Board shall be final and binding on the parties; provided, however, PIE may appeal to the State Board of Education concerning those matters within its jurisdiction under ORS Chapter 338.

I. Severability

If any provision of this contract is determined to be unenforceable or invalid for any reason, the remainder of the contract shall remain in effect, unless otherwise terminated by one or both of the parties in accordance with the terms of this contract.

J. Delegation

The parties agree and acknowledge that the functions and powers of the District Board may be exercised by Superintendent of the District, provided that any ultimate decision regarding renewal, non-renewal or revocation of this contract may be made only by the District Board.

Nothing in this section precludes PIE from exercising its right under Section 13.H.

K. Prior Actions

It is expressly agreed and understood that as a condition precedent to this contract becoming effective on the effective date specified above in paragraph 2, PIE shall have taken, completed and satisfied on or before the date specified herein any action or obligation which is required to be completed before such effective date, and failure to do so shall constitute grounds for the District to declare this contract null and void.

L. PIE Authority to Enter Into Contract

PIE expressly affirms that the signatories on its behalf who sign below have the authority to enter into this contract on behalf of PIE and that the Board of Directors of PIE has duly approved of this contract.

IN WITNESS WHEREOF, the parties have executed this contract as of the date first above written.

**LEBANON COMMUNITY
SCHOOL DISTRICT 9**

**PEOPLE INVOLVED IN
EDUCATION, INC.**

Lebanon Community School District 9 Board

PIE Board of Directors

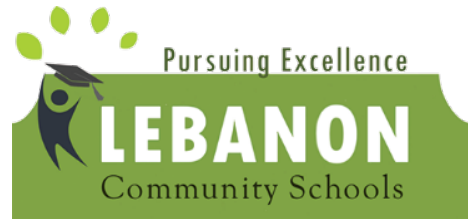
By: _____
School Board Chair

By: _____
Chair PIE Board

Agenda Item 5

ELD Curriculum Adoption

BOARD MEMORANDUM



To: The Honorable Chair and Members
Lebanon Community School District Board of Directors

From: Jennifer Meckley, Superintendent

Date: May 3, 2024 **Meeting Date:** May 16, 2024

Re: ELP Curriculum Adoption Request

English Language Proficiency (ELD) Curriculum Adoption:

For compliance with our Title III grant, we are asking the school board to officially adopt 3 curriculum products for use with our students who are English Language Learners. All three of these products have been thoroughly vetted and "meet" the tough curriculum adoption standards set forth by the Oregon Department of Education.

English Language Proficiency - Curriculum Adoption

Lebanon Community Schools, 2023-24

Committee Membership

Lana Abbott, Dist. Coordinator / SOK teacher
Matt Larcomb, LHS teacher
Jacque Wells, GNA/CAS teacher
Alden Medina, RIV/LHS teacher
Bill Wittman, Curriculum Director

K-5 ELP Adoption - Process:

In the fall of 2021, Lana Abbott attended an ODE meeting regarding all of the English Language Proficiency products that were vetted and approved by ODE.

The team then met at Cascades to look at the K-5 ELA samples. They liked some of the Cengage products and reached out to the publisher about ELD teaching materials and acquiring some samples of their own.

The team then divided the samples and piloted various units. The team reconvened in March 2023 to discuss the pros and cons of each. At that meeting, they narrowed down their choices and began piloting what are now our final adoption recommendations.

ODE-Approved Curriculum Needing an Official Adoption:

From Vista Higher Learning – “Connect” is a comprehensive literacy program created for multilingual/English learners and striving readers in **grades K-6**. This powerful solution develops academic language and literacy skills through engaging texts and content-driven lessons.

From Cengage Learning Company – “Time Zones” Third Edition uses amazing photography, updated videos, and inspiring stories of global citizens to encourage **middle school** learners to explore the world in English. Through teacher-tested language lessons, carefully scaffolded practice activities, and teaching resources that keep classrooms engaged, Time Zones, delivers the skills and language that learners need for wherever they’re going next.

From Cengage Learning Company – “Perspectives” is a four-level series in American and British English that teaches **high school** learners to think critically and to develop the language skills they need to find their own voice in English. The carefully-guided language lessons, real-world stories, and TED Talks motivate learners to think creatively and communicate effectively.

Supplemental Curriculum for Newcomers:

From Vista Higher Learning – “Sail” and “Soar” are multi-level libraries designed to address the needs of younger English learners and striving readers, especially **newcomer students** in grades 1-6. Each print and digital library includes 144 readers that combine literary and informational texts written at three complexity levels and focusing on content areas.

From Cengage Learning Company – “In the USA: Student Book” teaches survival vocabulary for **newcomer students** and provides interactive instruction with multiple language models for language functions and basic patterns/structures. The Student Book consists of 10 units, each with three parts: Language Development, Language and Literacy, and Writing.

Side Note:

We also considered Cengage’s **“Our World” for K-5** and **“Impact” for grades 6-8** and **“Pathways” for grades 9-12.**

Agenda Item 6

Consent Agenda

A. April 11, 2024 Board Meeting
Minutes



Santiam Travel Station

750 S. Third Street, Lebanon, OR 97355

MEETING MINUTES

<u>BOARD MEMBERS PRESENT:</u>	<u>EXECUTIVE STAFF PRESENT:</u>
Tom Oliver, Chair, via Zoom Clyde Rood, Member Melissa Baurer, Member Nichole Piland, Member	Jennifer Meckley, Superintendent Kim Grousbeck, Human Resources Director Steven Prosocki, Business Director William Lewis, Chief Operations Officer

The meeting minutes were recorded by Executive Secretary Jessica Woody.

1. WELCOME AND CALL TO ORDER

Board Chair Tom Oliver called the meeting to order at 6:00 PM and led the flag salute.

2. PUBLIC COMMENTS

No public comments were made.

3. AUDIT RESULTS

Business Director, Steven Prosocki, and Polly Rogers & Co. Audit Supervisor David Bledsoe, present to the board regarding the 2022-23 Audit Report. David explains to the board that the audit opinion letter was an unmodified opinion on the basic financial statements, in other words a clean opinion. He also explains that no exceptions or issues were found for state minimum standards (except as noted on pg. 60), no issues of noncompliance with federal awards, and no management letter issued.

David explains that they evaluated an implementation of a new accounting standard, GASB 96, which looks at subscription reporting at a high level. He notes that during this review it was found that there were not a lot of subscriptions to report for the district.

David also reviews specific pages of the audit report which show findings, and items that are on the horizon for future audit reports.

David shares a recommendation to the board to continue to articulate their monitoring practices during review of the financials and the budget adoption process, and to record those practices in the minutes when they occur. Tom clarifies with David and confirms that the district is currently following this practice, and this is simply a reminder to continue doing so.

Tom clarifies with David the item within state minimum standards noted as the exception on page 60, and asks whether the district performed a transfer internally to correct this. William notes that he is unsure regarding this and would investigate and report back to the board.

Tom notes that the accounting for PERS liability relating to GASB 60, creates a poor outlook—though this appears to be across all municipalities in Oregon.

No further questions are presented. William thanks Steven and his team for their diligent work and effort behind the audit, and thanks David from Polly Rogers & Co. for his time.

4. FEEDER SCHOOL TO LHS DATA

Jennifer shares with the board that this follow up data is being presented in regards to the Charter School presentation last month. She refers to the data in the packet, showing student count and GPA for each feeder school. She notes that these are not the same cohort of students- but a separate group of both the current freshman and senior students.

The board thanks Jennifer for the data and no further discussion takes place.

5. BOARD SELF EVALUATION

Tom references a conversation which took place at a past board meeting, where Melissa recommended that the board take advantage of an OSBA offering, a board self-evaluation. Tom notes that if the board is interested in the next steps, that would consist of inviting a member of the OSBA to join an upcoming meeting to facilitate.

Nichole asks whether this is something that the board can do without a facilitator to potentially save money, and Tom shares that while yes, they could, it would most likely be worth having it facilitated.

Discussion takes place regarding a community survey to stakeholders which Clyde has interest in doing, and it is clarified that this kind of survey and the board self-evaluation survey would be two different things.

Discussion also takes place regarding board goals and accountability pertaining to how the board operates and interacts with each other and the public.

The consensus of the board is to invite the OSBA facilitator to join the next board meeting, via zoom, to discuss and answer board member's questions, before the board makes a decision whether to move forward or not. Jessica will coordinate those details.

6. PIONEER SCHOOL MOVING TO K-5

Jennifer explains to the board that the process over the last couple years was to move all in town 6th graders to Seven Oak, which supports the additional space for preschool in the future.

Nichole motions to approve and Melissa seconds the motion. All approved with a unanimous vote, the board approves moving Pioneer school to K-5.

Clyde inquires how this affects the demographics at Seven Oak, and Jennifer highlights the new classrooms at Seven Oak. Clyde clarifies that both Hamilton Creek and Lacombe 6th graders will remain there, and only in town 6th graders are moved.

7. CONSENT AGENDA

Jennifer asks that the board approve the policies presented during first reading, without requiring a second reading. William explains the importance of the policy changes.

Nichole motions to approve and Melissa seconds the motion. All in favor with a unanimous vote, the consent agenda made up of the March 14, 2024 Board Meeting Minutes, March 14, 2024 Budget Meeting Minutes, and First Reading Policy Updates DJC and DJC-AR is approved in its entirety. Policy Updates DJC and DJC-AR will not require a second reading.

8. DEPARTMENT REPORTS

A. Operations

William provides updates to the board with progress on both the Seven Oak building and the LHS Cafeteria project.

William also provides a status on the lift in the bus garage, sharing that it is now posing a safety hazard and must be replaced. William shares that he is unsure as of yet on the cost and process for replacement, and that they are researching and considering options at this time. He notes that it will be a replacement of the inground lift.

William gives a shout out to two of his district facility operators, Chad Hacker and Oz Martinez for their consistent hard work and positive impact they make on the district.

B. Human Resources

Kim speaks to the board regarding the recent Portland Job Fair in which she attended, and shares her experience. She notes that the district has 17 open positions and had about 65 candidates stop by their booth. 43 of those candidates were interviewed by an administrator and 32 were scored 4-5 on a 5-point scale. They believe they met some promising candidates.

C. Finance

Steven speaks to the board regarding the audit report. He notes that his typical practice is to share general fund reports with the board, and he would like to elaborate on that and share reports of all funds, a couple times a year, with the board.

He also notes that this is the time of year where the district would start checking appropriations to make sure the district is where it needs to be regarding the original budget plan. He notes that all areas appear to be in line, with the exception of the transfers – increase on coaches' stipends, and the transfer to support the construction program. He notes that the construction program appears to now be self-sustained and isn't expected to need those transfer funds moving forward. Steven shares that the recent new construction from the program was listed today at a \$500,000 listing price.

Tom inquires whether the transfer for the construction program will reflect in the beginning fund balance of the proposed budget for the 2024-25 school year. Steven confirms, that is correct.

Steven also shares that fund 700 will need an adjustment as well due to the staff hospitality funds that were housed there and are now cleared from the district's books completely. It is clarified that these funds are now managed directly by a district staff member.

Steven also notes that there are three vacancies on the budget committee. It is discussed that the district will continue to advertise for these vacancies and hope to fill them before the budget meetings.

9. COMMUNICATION

A. Board

Melissa shares her experience at the LHS Warrior Showcase and gives kudos to the high school team for showcasing all of the great things that are happening.

Melissa also suggests doing a formal ribbon cutting for the new Seven Oak building to gain community involvement and shares she would be happy to help with this.

Melissa inquires if the district has received any applications for student board member representation, and Jennifer shares that she will provide an update to the board.

Melissa also asks whether the Lacombe Roof is moving forward and William states that the project is indeed moving forward and should be completed this summer.

Tom asks that the advertising and social media posts be re-shared for the vacant board member seat.

Clyde highlights the JROTC Ball and shares that he regretfully couldn't attend but would love to attend next year.

A. Superintendent

Jennifer shares her delightful experience at the JROTC Ball and that she was celebrated as the first Superintendent to attend.

Jennifer notes that next month the Sand Ridge Charter contract will need to be discussed and negotiated.

Jennifer also shares that the district is thrilled to have received three great student board applications and plan to hold interviews on May 15th between 1-3pm. She states that she would love to have one or two board members present for the interviews.

Jen's Zens highlights a bright Monday at Cascades School, where kindergarten students witnessed this week's solar eclipse.

She also highlights the great lengths that school leaders go to in bringing neat presentations and events to their schools. She shares that Riverview Principal, Joe Vore, recently had an assembly in the galaxy with an inflatable SkyDome Planetarium in the gym. Teaching students about identifying planets and how Greek mythology can be traced to the constellations. Next week some of Riverview's students will experience Bake for Good, an outreach program with the goals of learning, baking, and sharing.

LHS Science Teacher, Brooklyn McElroy, along with Science Teacher Sam Solis, included a unique lab in their unit on forensics. Students had recently learned about anatomical positions, and the teachers carefully prepped several pickles to have wounds, and students were tasked with finding the abnormalities. Thank you to these teachers for helping students relish their science standards, while sparking their curiosity about a rapidly increasing career field.

The recent apple award winners were acknowledged, consisting of Skylar Randklev- Behavior Support Specialist, Jessica McDowell- Ralston Academy Office Manager, and Brandon Weist- Alternative Education Director. She thanks the Gillott Home Team, Adam Kirkpatrick Dentistry, and 1847 Bar and Grill for their generous contributions which make these awards possible.

10. PUBLIC COMMENTS

No public comments were made.

11. ADJOURNMENT

There being no further business before the Board, the meeting was adjourned at 7:16 PM.

Tom Oliver, Board Chair

Jennifer Meckley, Superintendent

Agenda Item 6

Consent Agenda

B. Policy Updates

First Reading

May 2024 POLICY UPDATES – REVIEW AND RECOMMENDATIONS

Code	Title	OSBA Recommendation	DO Staff Lead(s)	Changes/DO Staff Comments	Recommended Adoption? (Yes/No)
AC	Nondiscrimination	Required	Jen	Addition of Civil Rights Coordinator position due to passage of HB2281	Yes
CBG	Evaluation of the Superintendent	Required	Jen	No significant changes. Board asked to review if the policy matches practice and the Superintendent contract.	Yes
CCG	Evaluation of Administrators	Required	Jen	No significant changes. Board asked to review if the policy matches practice and the current evaluation system.	Yes
EBBB	Injury or Illness Reports	Required	Jen	New OAR 581-022-2220 on health services requires a written prevention-oriented plan for all students. Policy changes are a result of new requirements.	Yes
EBCA	Safety Threats	Required	Jen	HB 3584 requires this new policy in relation to communication after and about a safety threat at a school building which results in a lockdown, lockout, or shelter in place or evacuation.	Yes
GBN/JBA JBA/GBN	Sexual Harassment	Required	Jen	HB 2280 modified the definition of sexual harassment. The new	Yes

				definition changes the meaning of assault and adds a section describing "without consent".	
GBNAB/JHFE GBNAB/JHFE - AR JHFE/GBNAB JHFE/GBNAB-AR	Suspected Abuse of a Child Reporting Requirements	Required	Jen	SB 231 was passed to align state law with agency current process for receiving child abuse reporting through a centralized child abuse reporting system.	Yes
IGBAF IGBAF-AR	Special Education - Individualized Education Program	Required	Jen/Steve	Changes in policy are due to passage of SB756 and SB819.	Yes
IGBAG	Special Education - Procedural Safeguards	Required	Jen/Steve	Changes in policy are due to the passage of SB 758.	Yes
JGAB JGAB-AR	Use of Restraint and Seclusion	Required	Jen/Steve	Changes in policy due to SB1024. Addition of notice to parent if there is a recording of the incident and a debriefing meeting with parent.	Yes
JBAA JBAA-AR	Section 504-Students	Highly Recommended	Jen/Steve	Changes in policy are due to the passage of SB756.	
EBBA (New)	Student Health Services	Highly Recommended	Jen	New policy to reflect requirements of OAR 581-022-2220 (School Health Services).	Yes
GBEB GBEB-AR	Communicable Diseases in Schools	Highly Recommended	Jen	New policy language to reflect requirements of OAR 581-022-2220.	Yes
JHCA/JHCB	Immunization and School Sports Participation	Highly Recommended	Jen	New policy language to reflect requirements of OAR 581-022-2220.	Yes
JHCD/JHCDA-AR	Medications**/*	Highly Recommended	Jen	Update to medication disposal process	Yes

DJCA	Personal Services Contracts	Delete	Jen	This language has been moved to policy DJC - Bidding Requirements.	Yes
EBBA	First Aid	Delete	Jen	Delete and change EBBA to Student Health Services per new OAR 581-022-2220.	Yes
GBEBA	Staff- HIV, AIDS, and HBV	Delete	Jen	Delete due to changes in OAR 581-022-0220.	Yes
JHC	Student Health Services and Requirements	Delete	Jen	Delete in lieu of new board policy EBBA - Student Health Services.	Yes
JHCC JHCC-AR	Communicable Diseases	Delete	Jen	Deleted due to changes in OAR 581-022-0220.	Yes
JHCCA	Students-HIV, HBV, and AIDS	Delete	Jen	Deleted due to changes in OAR 581-022-0220.	Yes
EBBAA	Infection Control and Bloodborne Pathogens	Optional	Jen	New policy language to reflect requirements of OAR 581-022-2220.	Yes
JGA	Corporal Punishment	Optional	Jen	Changes due to amendments in ORS 161.205 on definition of corporal punishment.	



Watch for information coming soon for a **Policy Update webinar.**

Summer Board Conference

August 9–11, 2024
Salem, OR

Annual Convention

Nov. 7-9, 2024
Portland, OR

CONTENTS

- AC – Nondiscrimination, Required
- BBF – Board Member Standards of Conduct (*Version 1 or 2*), Highly Recommended
- BBFC – Reporting of Suspected Abuse of a Child, Optional
- BCBA – Student Representative(s) on the Board, Optional
- BCBA-AR – Student Representative(s) on the Board, Optional, *New*
- CB – Superintendent, Highly Recommended
- CBC – Superintendent’s Contract, Optional
- CBG – Evaluation of the Superintendent, Required
- CCG – Evaluation of Administrators, Required
- DJC - Bidding Requirements (*Versions 1 & 2*), Delete**
- DJC - Bidding Requirements, Highly recommended, *New***
- DJC-AR – Exemptions from Competitive Bidding and Special Procurements, Delete**
- DJC-AR – Exemptions from Competitive Bidding and Special Procurements, Optional, *New***
- DJCA – Personal Service Contracts, Delete
- DJCA-AR – Personal Service Contracts, Delete
- EBBA – First Aid**, Delete
- EBBA – Student Health Services**, Highly Recommended, *New*
- EBBA-AR – First Aid - Infection Control, Delete
- EBBAA – Infection Control and Bloodborne Pathogens, Optional
- EBBB – Injury or Illness Reports, Required
- EBC – Emergency Plan and First Aid**, Highly Recommended, *New*
- EBC/EBCA – Emergency Procedures and Disaster Plans, Delete
- EBCA – Safety Threats**, Required, *New*
- EBCB – Emergency Procedure Drills and Instruction, Highly Recommended
- GBEB – Communicable Diseases in Schools, Highly Recommended
- GBEB-AR – Communicable Diseases in Schools, Highly Recommended
- GBEBA – Staff – HIV, AIDS, and HBV, Delete
- GBN/JBA – Sexual Harassment, Required
- GBNAB/JHFE – Suspected Abuse of a Child Reporting Requirements**, Required
- GBNAB/JHFE-AR(1) – Reporting of Suspected Abuse of a Child, Required
- GBNAB/JHFE-AR(2) – Abuse of a Child Investigations Conducted on District Premises, Highly Recommended, (no updates)
- GCDA/GDDA – Criminal Records Checks and Fingerprinting *, Delete
- GCDA/GDDA – Criminal Records Checks and Fingerprinting *, Required, *New*
- GCDA/GDDA-AR – Criminal Records Checks and Fingerprinting, Delete
- IGBAF – Special Education – Individualized Education Program (IEP)**, Required
- IGBAF-AR – Special Education: Individualized Education Program (IEP)**/*, Required

Policy Update is a subscription publication of the Oregon School Boards Association

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If you have questions regarding this publication or OSBA, please call our offices:

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This publication is designed to provide accurate and authoritative information regarding the subject matter covered. It is furnished with the understanding that policies should be reviewed by the district’s legal counsel.

IGBAG – Special Education – Procedural Safeguards**, Required
JBA/GBN – Sexual Harassment, Required
JBAA – Section 504 – Students**, *Version 1 and 2*, Highly Recommended
JBAA-AR – Section 504 – Students**/*, Highly Recommended
JEA – Compulsory Attendance**, Highly Recommended
JEA-AR – Compulsory Attendance Notices[and Citations]**, Highly Recommended
JGA – Corporal Punishment**, Optional
JGAB – Use of Restraint or Seclusion**, Required
JGAB-AR – Use of Restraint or Seclusion**, Required
JH – Student Welfare**, Optional
JHC – Student Health Services and Requirements**, Delete (in lieu of new EBBA)
JHCA/JHCB – Immunization and School Sports Participation**, Highly Recommended
JHCC – Communicable Diseases - Students, Delete
JHCC-AR – Communicable Diseases - Students, Delete
JHCCA – Students - HIV, HBV and AIDS**, Delete
JHCCF – Pediculosis (Head Lice), *Version 1*, Delete
JHCCF – Pediculosis (Head Lice), *Version 2*, Delete
JHCCF – Pediculosis (Head Lice), was *Version 3*, now stand-alone, Optional
JHCCF-AR – Pediculosis (Head Lice), *Version 1*, Delete
JHCCF-AR – Pediculosis (Head Lice), *Version 2*, Delete
JHFE/GBNAB – Suspected Abuse of a Child Reporting Requirements**, Required
JHFE/GBNAB-AR(1) – Reporting of Suspected Abuse of a Child, Required
JHFE/GBNAB-AR(2) – Abuse of a Child Investigations Conducted on District Premises,
Highly Recommended, (no updates)
KBA-AR – Public Records Request, Highly Recommended

CIVIL RIGHTS COORDINATOR

Summary

[House Bill 2281](#) (2023), effective January 1, 2024, requires a district school board to designate one or more civil rights coordinators for the district. According to HB 2281, the civil rights coordinator may be an employee of the district or the district may contract with an ESD for the services of a civil rights coordinator.

HB 2281, Section 1 (see page 2 of the bill specifically) outlines the minimum responsibilities of a civil rights coordinator. Of note is the requirement to comply with rules adopted by the State Board of Education so OSBA is watching for news about these rules. Additionally, the bill includes use of the term “discrimination” which is defined further by ORS 659.850 and is used in the new bill. The bill further outlines a requirement for the Department of Education to make training available annually for these coordinators.

Finally, ORS 659.855, which allows the Superintendent of Public Instruction to sanction a public elementary or secondary school program if found in noncompliance with ORS 659.850 and 659.852, has been updated to include noncompliance with ORS 332.505(2) – Civil Rights Coordinator.

The bill can be read in its entirety with the link provided above.

There is no current requirement for language to be added to board policy or administrative regulation. The district may choose to add the proposed language to policy AC – Nondiscrimination. Oregon Administrative Rules from the Oregon State Board of Education are anticipated later this year, which will likely prompt another update to policy.

The district should consider posting notice of the designated civil rights coordinator and contact information together with the notice of nondiscrimination (and other notices) on the district’s website.

Collective Bargaining Impact

None

Local District Responsibility

Review the recommendations for policy changes and present them to the board for adoption.

Policy(ies) and AR(s) Impacted by these Revisions

AC – Nondiscrimination, Required

STUDENT REPRESENTATIVE(S) ON THE BOARD

Summary

The practice of installing student representative(s) on local school boards has increased, and therefore a desire for more policy and administrative regulation options has been voiced. OSBA policy services staff present the model policy and administrative regulation published herein as options for establishing a student representative on a local school board. Oregon does not mandate a student representative, it is up to local decision makers.

Collective Bargaining Impact

None

Local District Responsibility

Review the proposed policy and/or administrative regulation to determine whether it is appropriate for the board. The policy requires adoption by the board to enact and the administrative regulation may be submitted to the board for their review. A policy and administrative regulation is recommended, although not required.

Policy(ies) and ARs Impacted by these Revisions

BCBA – Student Representative(s) on the Board, Optional
BCBA-AR – Student Representative(s) on the Board, Optional, *New*

SUPERINTENDENT’S CONTRACT

Summary

With the passage of [Senate Bill 283](#) (2023), the law was revised regarding superintendent contracts to remove mention of laws relevant to education service district boards added by Senate Bill 1521 in 2022 to ORS 332.505.

Collective Bargaining Impact

None

Local District Responsibility

Update policies with the recommended revisions if they are present in the board’s policy manual and submit to the board for readoption.

Policy(ies) and ARs Impacted by these Revisions

CB – Superintendent, Highly Recommended
CBC – Superintendent’s Contract, Optional

EVALUATION OF THE SUPERINTENDENT AND ADMINISTRATOR(S)

Summary

There are not significant changes to policy on evaluation of the superintendent and administrators. However, it has been included in this update as a reminder to the board to review policy on evaluation of the superintendent to ensure current practice and contract language align, and for the superintendent to review administrator contract language with the same lens. If needed, revise policy language if different terms now apply.

Collective Bargaining Impact

None

Local District Responsibility

If the board has adopted a version of required policy CBG – Evaluation of the Superintendent or CCG – Evaluation of Administrators (as listed herein), take time to review the superintendent and administrator contracts to ensure there is not conflicting language adopted in board policy regarding the regularity of an evaluation. Revise board policy as needed and readopt.

Policy(ies) and ARs Impacted by these Revisions

CBG – Evaluation of the Superintendent, Required
CCG – Evaluation of Administrators, Required

PROCUREMENTS

Summary

OSBA recommends deleting the current versions of DJC – Bidding Requirements, DJC-AR – Exemptions from Competitive Bidding and Special Procurements, DJCA – Personal Service Contracts and DJCA-AR – Personal Service Contracts, and replacing them with the new proposed versions of DJC and DJC-AR. The proposed DJC outlines the procurement requirements for Small Procurement, Intermediate Procurement, Regular Procurement, Emergency Procurement, Sole-Source Procurement and Personal Services Contracts.

Additionally, the proposed policy DJC – Bidding Requirements, reflects the new amounts for the procurement levels passed in House Bill 1047 (2023) and went into effect January 1, 2024. The policy also defines “public improvements” for purposes of the procurement levels, defines “community benefit contract” and the “Construction Manager/General Contractor procurement.”

The proposed administrative regulation, DJC-AR – Exemptions from Competitive Bidding and Special Procurements, has been updated and continues to provide guidance for procurements which are exempt from competitive bidding or are special procurements.

Collective Bargaining Impact

None

Local District Responsibility

Revise and readopt highly recommended policy DJC – Bidding Requirements and consider whether to also add optional DJC-AR – Exemptions from Competitive Bidding and Special Procurements.

Policy(ies) and ARs Impacted by these Revisions

DJC – Bidding Requirements (*Versions 1 & 2*), Delete

DJC – Bidding Requirements, Highly recommended, *New*

DJC-AR – Exemptions from Competitive Bidding and Special Procurements, Delete

DJC-AR – Exemptions from Competitive Bidding and Special Procurements, *Optional*,

New DJCA – Personal Service Contracts, Delete

DJCA-AR – Personal Service Contracts, Delete

HEALTH SERVICES

Summary

The State Board of Education adopted revisions to Oregon Administrative Rule (OAR) 581-022-2220 on health services. The changes result in a requirement to develop “a written prevention-oriented health services plan for all students” (OAR 581-022-2220(1)). The plan requirements include a variety of topics, including but not limited to, plan for health care space, communicable disease prevention, communication strategies, health screenings, and hearing, vision and dental screenings.

As a result of these changes there is a list of policies and administrative regulations (AR’s), included herein, which have been revised. Recommendations may include to delete or rescind policy or AR, recoding, and reassigning some policy content to a new section or policy of the policy manual.

The entire rule can be accessed here: [OAR 581-022-2220](#). Reach out to the Oregon Department of Education with additional questions regarding plan requirements and/or implementation.

ODE [resources](#) and [School Health Services](#) include tools to support some requirements.

Collective Bargaining Impact

Review any terms and conditions of an applicable agreement.

Local District Responsibility

Review the recommendations regarding board policy changes and make decisions regarding same. Any policy revisions or recommendation to rescind a policy should be submitted to the board for action. An AR may be submitted to the board for review for either removing or keeping and revising as recommended.

Policy(ies) and ARs Impacted by these Revisions

EBBA – First Aid**, Delete

EBBA – Student Health Services**, Highly Recommended, *New*

EBBA-AR – First Aid - Infection Control, Delete

EBBAA – Infection Control and Bloodborne Pathogens, Optional

EBBB – Injury or Illness Reports, Required

GBEB – Communicable Diseases in Schools, Highly Recommended

GBEB-AR – Communicable Diseases in Schools, Highly Recommended

GBEBA – Staff – HIV, AIDS, and HBV, Delete

JH – Student Welfare**, Optional

JHC – Student Health Services and Requirements**, Delete (in lieu of new EBBA)

JHCA/JHCB – Immunization and School Sports Participation**, Highly Recommended

JHCC – Communicable Diseases - Students, Delete

JHCC-AR – Communicable Diseases - Students, Delete

JHCCA – Students - HIV, HBV and AIDS**, Delete

EMERGENCY PROCEDURES, FIRST AID and SAFETY THREATS

Summary

[House Bill 3584](#) was passed in the 2023 legislative session. The bill requires districts to adopt policy language about using electronic communication to notify parents, guardians and employees within 24 hours of a safety threat action that was not a drill. The bill states the communication should be “provided in a manner that communicates relevant facts and details as necessary and useful.” (HB 3584, Section 1., (3)(b)) More detail can be found by reading the entire bill.

This update includes a revision of other policies identified herein, resulting from recommendations on reorganization and may include recoding and/or reassigning content to a different policy or policy section.

Collective Bargaining Impact

None

District Responsibility

Review the recommendations regarding board policy changes and make decisions regarding new and updated policy. Any policy revisions, additions or recommendation to rescind a policy should be submitted to the board for action.

Policy(ies) and ARs Impacted by these Revisions

EBC/EBCA – Emergency Procedures and Disaster Plans, Delete

EBC – Emergency Plan and First Aid**, Highly Recommended, *New*

EBCA – Safety Threats**, Required, *New*

EBCB – Emergency Procedure Drills and Instruction, Highly Recommended

SEXUAL HARASSMENT DEFINITION

Summary

House Bill 2280 (2023 Legislature) modified the definition of sexual harassment affecting schools and has since been followed up with new rule revisions. The revised definition changes the meaning of assault within the sexual harassment context and adds a section describing the meaning of “without consent,” which is also a new definition added to the law. When considering these recommended revisions, please review the designated names and positions listed for receiving such reports and amend as needed.

Collective Bargaining Impact

None

Local District Responsibility

Review recommended changes and board-adopt revisions to required policy GBN/JBA (JBA/GBN) – Sexual Harassment, in the board’s policy manual.

Policy(ies) and ARs Impacted by these Revisions

GBN/JBA – Sexual Harassment, Required

JBA/GBN – Sexual Harassment, Required

REPORTING CHILD ABUSE

Summary

The Oregon Department of Human Services (DHS) reports the purpose of Senate Bill 231 (2023) was to align state law with the agency’s current process for receiving child abuse reporting, through a centralized child abuse reporting system established by DHS. Reports must still be submitted to DHS as directed or to a law enforcement agency.

The form found in **GBNAB/JHFE-AR(2) (JHFE/GBNAB-AR(2))** – Abuse of a Child Investigations Conducted on District Premises, is included for convenience and reference; **no updates were made.**

Collective Bargaining Impact

None

Local District Responsibility

The district should recommend board adoption of revised policy and reissue an updated administrative regulation to the board for review.

Policy(ies) and ARs Impacted by these Revisions

BBF – Board Member Standards of Conduct (*Version 1 or 2*), Highly Recommended
BBFC – Reporting of Suspected Abuse of a Child, Optional
GBNAB/JHFE – Suspected Abuse of a Child Reporting Requirements**, Required
GBNAB/JHFE-AR(1) – Reporting of Suspected Abuse of a Child, Required
GBNAB/JHFE-AR(2) – Abuse of a Child Investigations Conducted on District Premises, Highly Recommended, (no updates)
JHFE/GBNAB – Suspected Abuse of a Child Reporting Requirements**, Required
JHFE/GBNAB-AR(1) – Reporting of Suspected Abuse of a Child, Required
JHFE/GBNAB-AR(2) – Abuse of a Child Investigations Conducted on District Premises, Highly Recommended, (no updates)

FINGERPRINTING

Summary

Newly revised rules regarding fingerprint collection offer the addition of a statewide vendor identified by DAS as an authorized fingerprint collector and removed the option for volunteers to appeal to ODE on a fitness determination issued by ODE. The other resulting changes come from a decision to have a stand-alone board policy.

Collective Bargaining Impact

None

Local District Responsibility

Review the recommended changes and issue them to the board for re adoption. To clean up duplicate language, a new version of model policy GCDA/GDDA – Criminal Records Checks and Fingerprinting * has been developed and eliminates the need for an administrative regulation. Consider a complete delete/rescind of the old policy version and adopt the revised version to implement new policy language for GCDA/GDDA, before adopting, refer to the board’s existing version for direction on choosing brackets in the new version; make changes to reflect current practices as needed.

Policy(ies) and ARs Impacted by these Revisions

GCDA/GDDA – Criminal Records Checks and Fingerprinting *, Delete
GCDA/GDDA – Criminal Records Checks and Fingerprinting *, Required, *New*
GCDA/GDDA-AR – Criminal Records Checks and Fingerprinting, Delete

SPECIAL EDUCATION and ABBREVIATED SCHOOL DAY

Summary

Board policy IGBAG – Special Education – Procedural Safeguards** and administrative regulations IGBAF-AR – Special Education – Individualized Education Program (IEP)**/* and JBAA-AR – Section 504 – Students**/* are being updated.

Changes in IGBAF-AR – Special Education: Individualized Education Program (IEP)**/* and JBAA-AR – Section 504 – Students**/* are due to the passage of Senate Bill 756 (2023) which requires district employees who are assigned to work with students who are on an IEP or 504 Plan, be invited to attend the student’s IEP meeting or 504 Plan meeting. The section

of the administrative regulation (AR) “Individualized COVID-19 Recovery Services” is deleted since the provision has sunset (see OAR 581-015-2229). IGBAF-AR is also updated to include information regarding abbreviated school days.

Changes in Board policy IGBAG are due to the passage of SB 758 (2023) to add language to the Independent Educational Evaluations section stating parents are entitled to examine their student’s record pertaining to identification, evaluation and educational placement, and the provisions of a free appropriate public education (FAPE) and setting a 10 business day timeline.

The legal references to IGBAF – Special Education – Individualized Education Program (IEP**) and JBAA – Section 504 – Students** (version 1 and 2) are updated to add references to the new laws.

Collective Bargaining Impact

Consider impact of requirement that certain staff be allowed to attend IEP and 504 meetings and be compensated for attendance.

District Responsibility

Revise and readopt required Board policy IGBAG – Special Education – Procedural Safeguards**; revise required administrative regulations IGBAF-AR – Special Education – Individualized Education Program (IEP)**/* and JBAA-AR – Section 504 – Students**/* if present in the board’s policy manual. Also, update the legal references to IGBAF – Special Education – Individualized Education Program (IEP)** and JBAA – Section 504 – Students** as noted in the documents attached.

Policy(ies) and ARs Impacted by these Revisions

IGBAF – Special Education – Individualized Education Program (IEP)**, Required
IGBAF-AR – Special Education: Individualized Education Program (IEP)**/*, Required
IGBAG – Special Education – Procedural Safeguards**, Required
JBAA – Section 504 – Students**, *Version 1 and 2*, Highly Recommended
JBAA-AR – Section 504 – Students**/*, Highly Recommended

COMPULSORY ATTENDANCE AND HOMESCHOOL REQUIREMENTS

Summary

School districts are still required to monitor for nonenrollment and irregular attendance issues and to send related notices in accordance with ORS 339.080, however, as the Oregon Department of Education has recently noticed, citations for compulsory attendance are no longer issued.

However, after collaboration with their ESD about which entity will be responsible for tracking whether any students who are homeschooled have registered with the ESD or are complying with ORS 339.035, a district may choose to issue a citation. After discussion with the ESD, if the district will be responsible for tracking such students, the district may choose to add bracketed language in JEA-AR – Compulsory Attendance Notices[and Citations]**, regarding their actions concerning citations related to violation of homeschool statute (ORS 339.035) for registration and testing. A school district or ESD superintendent may issue a citation for violations of ORS 339.035. Before doing so, there must be specific notice given, as provided by law, and proposed model language is included in JEA-AR.

Additionally, a violation of compulsory attendance law is no longer a Class C violation, however violation of ORS 163.577 (1)(c) (failing to supervise a child) is still a Class A violation.

The model policy and administrative regulation have been revised and updated to reflect changes.

ODE staff anticipates some upcoming changes to the Uniform Citation Form and will communicate as soon as it is available.

Collective Bargaining Impact

None

Local District Responsibility

If the district has highly recommended policy JEA – Compulsory Attendance**, review and adopt revised and updated language resulting from changes to rules, and suggested revisions to highly recommended JEA-AR – Compulsory Attendance Notices[and Citations]** may be made and issued to the board for review.

Policy(ies) and ARs Impacted by these Revisions

JEA – Compulsory Attendance**, Highly Recommended

JEA-AR – Compulsory Attendance Notices[and Citations]**, Highly Recommended

RESTRAINT OR SECLUSION RECORD AND CORPORAL PUNISHMENT

Summary

The procedures for responding to an incident of restraint or seclusion are found in ORS 339.294 and were amended by [Senate Bill 1024](#) (2023; see Section 3 which begins on page 5 of the SB). These amended procedures are represented in the recommended changes to model administrative regulation, JGAB-AR – Use of Restraint or Seclusion** and policy JGAB – Use of Restraint or Seclusion**. There are several changes to highlight of which two are: 1) addition of immediate notice to the parent or guardian of any existing record, including audio or video, of the incident (which will be preserved in the original format without alternation), and 2) such record shall be reviewed at the debriefing meeting, to which parents shall be invited.

Additional information regarding the preservation and disclosure of such records, which have record retention and disclosure implications, are outlined in the new [SB](#), subsection 9 and 10.

The changes are a result of the adopted language from the bill and related, revised OARs recently adopted by the State Board.

A change to ORS 161.205 on issues of corporal punishment was put into effect by Senate Bill 577; also effective now.

Collective Bargaining Impact

None

Local District Responsibility

The district's responsibility is to update the current board policies and administrative regulation (AR) and comply with the new procedural requirements related to incidents of use of restraint or seclusion. The revised AR should be implemented and submitted to the board for review; recommended policy revisions should be submitted to the board for review and readoption.

Policy(ies) and ARs Impacted by these Revisions

JGA – Corporal Punishment**, Optional

JGAB – Use of Restraint or Seclusion**, Required

JGAB-AR – Use of Restraint or Seclusion**, Required

HEAD LICE (PEDICULOSIS)

Summary

Guidance on exclusion of students found with head lice has changed in recent years. There is now a consensus from other agencies, i.e., National Association of School Nursesⁱ, Center for Disease Control and Preventionⁱⁱ, Oregon School Nurses Association, which recommends against excluding students with head lice or nits from the classroom. Additionally, a rule, originally found in an Oregon Health Authority rule (OAR 333-019-0010), which allowed schools to create exclusionary practices for head lice, has since been repealed. Refer to [Communicable Disease Guidance for Schools](#) published by Oregon Health Authority and Oregon Department of Education for instructions on management.

As a result, OSBA is removing versions 1 and 2 of its model policy JHCCF – Pediculosis (Head Lice) and administrative regulations, leaving only what was a third version of the policy JHCCF – Pediculosis (Head Lice), which keeps a student in the classroom. See the *Communicable Disease Guidance for Schools* for more information.

¹ NASN – [Head Lice Management in Schools](#)

¹¹ CDC – [Head Lice Information for Schools](#)

Collective Bargaining Impact

None

Local District Responsibility

Review the district's policy regarding management of head lice, if applicable, and update or rescind.

Policy(ies) and ARs Impacted by these Revisions

JHCCF – Pediculosis (Head Lice), *Version 1*, Delete

JHCCF-AR – Pediculosis (Head Lice), *Version 1*, Delete

JHCCF – Pediculosis (Head Lice), *Version 2*, Delete

JHCCF-AR – Pediculosis (Head Lice), *Version 2*, Delete

JHCCF – Pediculosis (Head Lice), was *Version 3*, now stand-alone, Optional

PUBLIC RECORDS

Summary

The purpose of this summary is to make schools aware of some minor changes to the definition of public records under ORS 192.005, which describes any information generated by the school in course of business “necessary to satisfy the legal, administrative, fiscal, **tribal cultural** or historical policies, requirements or needs of the state agency or political subdivision.” (ORS 192.005 (5) as amended by House Bill 2112 (2023)) Other changes made in ORS 192, specifically 192.050 include updating terminology to how terms are used in today’s public operations, e.g., analog or digital audio and video tape technology changing to ***audio or video technology*** or ***audio recording and video recording***. Additionally, in ORS 192.060, any records made under ORS 192.040 and 192.050 “shall be properly indexed and **filed so as to facilitate access and retrieval.**” (ORS 192.060 as amended by House Bill 2112 (2023)) There are no policy changes resulting from this bill.

However, there are some other implications on appropriate administrative regulation (AR) language which are discussed herein under ‘district’ below.

Collective Bargaining Impact

None

Local District Responsibility

Review the district’s written procedures related to submitting public records requests. If there are separate written procedures made available which name the person or persons, and their address(es), for submitting public records requests, no modifications may be necessary. If the school operates under KBA-AR – Public Records Request, and if the AR does not name the person or persons to which a public records request should be submitted, make the addition using recommended bracketed language included herein and issue a revised AR for implementation and submit to the board for review.

Policy(ies) and ARs Impacted by these Revisions

KBA-AR – Public Records Request, Highly Recommended

ABOUT POLICY UPDATE

Policy Update is a subscription newsletter providing a brief discussion of current policy issues of concern to Oregon school districts, education service districts, community colleges, and public charter schools.

Sample model policies reflecting these issues and changes in state and federal law, if applicable, are part of this newsletter. These samples are offered as a starting point for drafting local policy and may be modified to meet particular local needs. They do not replace district legal counsel advice.

To make the best use of *Policy Update*, we suggest you discuss the various issues it presents and use the sample model policies to determine which policies your district should develop or revise, get ideas for what a policy should contain, and as a starting point for editing, modifying and discussing your district’s policy position.

If you have questions about *Policy Update*, sample policies or policy in general, call OSBA Policy Services, 800-578-6722 or 503-588-2800.

TRY OUR ONLINE POLICY DEMO

OSBA's online policy service has a demo site for districts interested in a public online policy manual. This service saves time, resources and reams of paper. With one centrally located policy manual updated electronically, you have instant access to current district policies.

Go to policy.osba.org and select "Policy Online Demo." The online manual includes a subscription to *Policy Update* and policy manual maintenance service to help keep policies current.

OSBA offers several options. Contact Policy Services to determine the best option for you, 800-578-6722 or 503-588-2800.

Lebanon Community Schools

Code: **AC**

Adopted: 06/16/09

Readopted: 02/04/10, 09/10/15,
03/08/18, 12/12/19, 12/9/21

Orig. Code(s): AC

Nondiscrimination

The district prohibits discrimination and harassment on any basis protected by law, including but not limited to, an individual's perceived or actual race¹, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, marital status, age, mental or physical disability or perceived disability, pregnancy, familial status, economic status, or veterans' status, or because of the perceived or actual race, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, or veterans' status of any other persons with whom the individual associates.

The district prohibits discrimination and harassment in, but not limited to, in employment, assignment and promotion of personnel; educational opportunities and services offered students; student assignment to schools and classes; student discipline; location and use of facilities; educational offerings and materials; and accommodating the public at public meetings.

The Board encourages staff to improve human relations within the schools, to respect all individuals and to establish channels through which citizens can communicate their concerns to the administration and the Board.

The Board directs the superintendent to designate the district's civil rights coordinator and make contact information available to staff, students, and parents.

The superintendent shall appoint individuals at the district to contact on issues concerning the Americans with Disabilities Act and Americans with Disabilities Act Amendments Act (ADA), Section 504 of the Rehabilitation Act, Titles VI and VII of the Civil Rights Act, Title IX of the Education Amendments, and other civil rights or discrimination issues, and notify students, parents, and staff with their names, office addresses, and phone numbers. The district will publish complaint procedures providing for prompt and equitable resolution of complaints from students, employees and the public, and such procedures will be available at the District's administrative office and available on the home page of the District's website.

The district prohibits retaliation and discrimination against an individual who has opposed any discrimination act or practice; because that person has filed a charge, testified, assisted or participated in an investigation, proceeding or hearing; and further prohibits anyone from coercing, intimidating, threatening or interfering with an individual for exercising any rights guaranteed under state and federal law.

¹ Includes discriminatory use of a Native American mascot pursuant to OAR 581-021-0047. Race also includes physical characteristics that are historically associated with race, including but not limited to natural hair, hair texture, hair type and protective hairstyles as defined by ORS 659A.001 (as amended by House Bill 2935 (2021)).

END OF POLICY

Legal Reference(s):

ORS 174.100	ORS 659A.003	ORS 659A.321
ORS 192.630	ORS 659A.006	ORS 659A.409
ORS 326.051(1)(e)	ORS 659A.009	OAR 581-002-0001 – 002-0005
ORS 408.505	ORS 659A.029	OAR 581-021-0045
ORS 408.230	ORS 659A.030	OAR 581-021-0046
ORS 659.805	ORS 659A.040	OAR 581-021-0047
ORS 659.815	ORS 659A.103 - 659A.145	OAR 581-022-2310
ORS 659.850 - 659.860	ORS 659A.230 - 659A.233	OAR 581-022-2370
ORS 659.865	ORS 659A.236	OAR 839-003
ORS 659A.001	ORS 659A.309	

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

Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621-633 (2018); 29 C.F.R Part 1626 (2019).

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12112 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).

Equal Pay Act of 1963, 29 U.S.C. § 206(d) (2018).

Rehabilitation Act of 1973, 29 U.S.C. §§ 791, 793-794 (2018); 34 C.F.R. Part 104 (2019).

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683, 1701, 1703-1705, 1720 (2018);

Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).

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

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018); 29 C.F.R. § 1601 (2019).

Wygant v. Jackson Bd. of Educ., 476 U.S. 267 (1989).

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

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212 (2018).

Genetic Information Nondiscrimination Act of 2008, 42 U.S.C. § 2000ff-1 (2018); 29 C.F.R. Part 1635 (2019).

~~House Bill 2935 (2021).~~

~~House Bill 3041 (2021).~~

Lebanon Community Schools

Code: **CBG**
Adopted: 6/16/09
Readopted: 3/4/10, 7/12/2017
Orig. Code(s): CBG

Evaluation of the Superintendent

The superintendent's job performance will be evaluated at least once during the course of each fiscal year. The evaluation will be based on any applicable standards of performance and progress in attaining any goals for the year established by the superintendent and the Board.

Additional criteria for the evaluation, if any, will be developed at a public Board meeting prior to conducting the evaluation and the superintendent will be notified of the additional criteria prior to the evaluation.

The Board's discussion and conference with and about the superintendent and his/her performance will be in executive session, unless the superintendent requests an open session. However, such an executive session will not include directives about or a general evaluation of any district goal, objective or operation. Results of the evaluation will be written and placed in the superintendent's personnel file.

At the Board's discretion, it may notify the superintendent in writing of specific areas to be remedied, and the superintendent may be given an opportunity to correct the problem(s). Where the Board provided written notice pursuant to the prior sentence, if the Board determines the superintendent's performance remains unsatisfactory, the Board may dismiss or non-renew the superintendent pursuant to Board policy, the superintendent's employment contract and state law and rules. In those situations where the superintendent's employment contract includes an evaluation, dismissal or non-renewal provision, it shall take precedent over this policy.

END OF POLICY

Legal Reference(s):

[ORS 192.660\(2\), \(8\)](#)

[ORS 332.107](#)

[ORS 332.505](#)

~~[ORS 342.513](#)~~

~~[ORS 342.815](#)~~

[OAR 581-022-~~1720~~2405](#)

Hanson v. Culver Sch. Dist. (FDAB 1975)

Cross Reference(s):

BDC - Executive Sessions CB – Superintendent

CBA - Qualifications and Duties of the Superintendent

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Evaluation of the Superintendent - CBG

1-1

Evaluation of Administrators

The superintendent will implement and supervise an evaluation system for administrative personnel. The purpose of administrator evaluations is to assist an administrator with developing and strengthening his/her professional abilities, to improve the instructional program and management of the school system, and for supervisors to make recommendations regarding their employment and/or salary status.

Evaluation and support systems established by the district must evaluate administrators on a regular cycle. A formal evaluation will be conducted at least once each year. The evaluation shall be conducted according to the following guidelines:

1. Evaluative criteria for each position will be in written form and made available to the administrator;
2. Evaluations will be made by the superintendent and/or a qualified, licensed designee;
3. Evaluations will be in writing and discussed with the administrator by the person who conducts the evaluation;
4. The administrator being evaluated will have the right to attach a memorandum to the written evaluation and the right of appeal through established grievance procedures, if applicable.

An administrator's evaluation shall use the following educational leadership-administrator standards¹ adopted by the State Board of Education.

1. Visionary leadership;
2. Instructional improvement;
3. Effective management;
4. Inclusive practice;
5. Ethical leadership; and
6. Socio-political context.

Administrator evaluations shall be based on the core administrator standards adopted by the Oregon State Board of Education. The standards shall be customized based on collaborative efforts with the administrators and any exclusive bargaining representative of the administration.

¹These standards are aligned with the Interstate School Leaders Licensure Consortium (ISLLC) and the Educational Leadership Constituents Council (ELCC) standards for Education Leadership.

Local evaluation and support systems established by the district for administrators must be designed to meet or exceed the requirements defined in the Oregon Framework for Teacher and Administrator Evaluation and Support Systems, including:

1. Four performance level ratings of effectiveness;
2. Consideration of multiple measures of administrator practice and responsibility which may include, but are not limited to:
 - a. Classroom-based assessments including observations, lesson plans and assignments;
 - b. Portfolios of evidence;
 - c. Supervisor reports; and
 - d. Self-reflections and assessments.
3. Consideration of evidence of student academic growth and learning based on multiple measures of student progress including performance data of students, schools and districts that is both formative and summative. Evidence may also include other indicators of student success;
4. A summative evaluation method for considering multiple measures of professional practice, professional responsibilities, and student learning and growth to determine the administrator's professional growth path;
5. Customized by the district, which may include individualized weighting and application of the standards.

An evaluation using the administrator standards must attempt to:

1. Strengthen the knowledge, skills, disposition and administrative practices of administrators;
2. Refine the support, assistance and professional growth opportunities offered to an administrator, based on the individual needs of the administrator and the needs of the students, the school and the district;
3. Allow the administrator to establish a set of administrative practices and student learning objectives that are based on the individual circumstances of the administrator, including other assignments of the administrator;
4. Establish a formative growth process for each administrator that supports professional learning and collaboration with other **teachers and** administrators;
5. Use evaluation methods and professional development, support and other activities that are based on curricular standards and are targeted to the needs of the administrator; and
6. Address ways to help all educators strengthen their culturally responsive practices.

Evaluation and support systems established by the district must evaluate administrators on a regular cycle. The superintendent shall regularly report to the Board on the implementation of the evaluation and support systems and educator effectiveness.

END OF POLICY

Legal Reference(s):

[ORS 192.660\(2\), \(8\)](#)
[ORS 332.505](#)
[ORS 342.513120](#)

[ORS 342.815](#)
[ORS 342.850](#)
[ORS 342.856](#)

[OAR 581-022-2405](#)
[OAR 581-022-2410](#)
[OAR 581-022-2420](#)

Hanson v. Culver Sch. Dist. (FDAB 1975)

Lebanon Community Schools

Code: **EBBB**
Adopted: 8/5/02
Readopted: 5/6/10, 12/5/13, 10/12/17,
12/14/17
Orig. Code(s): EBBB

Injury/ or Illness Reports

All injuries/ or illnesses¹ sustained by the employee while in the actual performance of the duty of the employee occurring on district premises, in district vehicles, at a district-sponsored activity or involving staff members who may be elsewhere on district business will be reported immediately to a supervisor. **Staff members will report self-administered first aid² treatment to an immediate supervisor.** All accidents involving **employees**, students, visiting public or district property will be reported immediately to a supervisor.

A written report will be submitted within 24 hours to the District's safety officer. Reports will cover property damage as well as personal injury.

In the event of a work-related³ illness or injury to an employee resulting in **overnight in-patient** hospitalization for medical treatment⁴ other than first aid, the District's safety officer shall report the incident to the Oregon Occupational Safety and Health Division (OR-OSHA). ~~This report will be made~~ within 24 hours after notification to the district of an illness or injury. Fatalities or catastrophes⁵ shall be reported⁶ to OSHA within eight hours.

ALL injuries/ or illnesses sustained by an employee, while in the actual performance of the duty of the employee, or by a student or visiting public **and accidents involving district property, employees, students or visiting public** will be promptly investigated. As a result of the investigation any corrective measures needed will be acted upon.

The District safety officer will maintain records ~~and reports on serious on injuries/, illnesses, including and accidents involving district property, or employees, students or visiting publics, and periodic statistical reports on the number and types of injuries/illnesses occurring in the district, as well as on the measures being taken to prevent such injuries/illnesses in the future.~~

¹The Oregon Occupational Safety and Health Division provides: "Injury or illness" means an abnormal condition or disorder. Injuries include cases such as, but not limited to, a cut, fracture, sprain, or amputation. Illnesses include both acute and chronic illnesses, such as, but not limited to, skin disease, respiratory disorder, or poisoning (record injuries and illnesses only if they are new, work-related cases that meet one or more of the recording criteria). (OAR 437-001-0015(39))

² For employees, "first aid" means any one-time treatment and subsequent observation of minor scratches, cuts, burns, splinters, or similar injuries that do not ordinarily require medical care. Such one-time treatment and subsequent observation is considered first aid even though it is provided by a physician or registered professional personnel. (OAR 437-001-0015(34))

³An injury or illness is work related if an event or exposure in the work environment either caused or contributed to the resulting condition or significantly aggravated a preexisting ~~condition~~ injury or illness. (OAR 437-001-0700(6)).

⁴"Medical treatment" ~~includes managing or caring for~~ is the management or care of a patient ~~for the purpose of to combatting~~ disease or disorder. The following are not considered medical treatment: visits to a ~~doctor~~ physician or other licensed health-care professional solely for observation or counseling; diagnostic procedures, such as x-rays and blood tests, including administering prescription medications ~~used~~ solely for diagnostic purposes; ~~and~~ or any procedure that can be labeled first aid according to OAR 437-001-0700(8)(d)(A)(iii).

⁵A "eCatastrophe" is an accident in which two or more employees are fatally injured, or three or more employees are admitted to a hospital or an equivalent medical facility. (OAR 437-001-0015(11))

⁶ Reporting must be done in person or by telephone. (OAR 437-001-0704(3))

~~The records will include monthly reporting information and an analysis of the data and trends will be conducted at least annually.~~ These records will include prevention measures taken, reporting information, periodic statistical reports on the number and types of injuries, illnesses and accidents occurring in the district, and monthly and annual analyses of accident data. Such reports will be submitted to the Superintendent ~~for review annually~~⁷.

END OF POLICY

Legal Reference(s):

[ORS 339.309](#)
[OAR 437-001-0015](#)
[OAR 437-001-0700](#)

[OAR 437-001-0704](#)
[OAR 437-001-0760](#)
[OAR 581-022-2225](#)

[OAR 437-002-0360](#)
[OAR 437-002-0377](#)

⁷~~Annual reporting is required, but may occur more often.~~
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Safety Threats**

{Required policy. Requirement for policy comes from ORS 339.324 which outlines actions of a school district when a safety threat action has occurred.}

“Safety threat action” means a lockdown, lockout, shelter in place or evacuation that: (a) is initiated by a school in response to a safety threat; and (b) is not a planned drill.

When a school or the district initiates a safety threat action, the school or district shall issue an electronic communication as expeditiously as possible and not later than 24 hours after initiation of the safety threat action. The communication will be issued in culturally appropriate languages to effectively communicate with parents and guardians of students attending the school at which the safety threat action occurred.

The communication must include:

1. A general description of the issue that caused the safety threat action to be taken;
2. The duration of time the safety threat action was taken, from when the action was initiated until when it concluded;
3. Actions taken by the school or district to resolve the situation that caused the safety threat action and actions taken to protect student safety; and
4. An explanation of how the situation was resolved.

The communication shall be provided in a manner which communicates relevant facts and details as may be necessary or useful for parents and guardians to understand any potential threats to student safety, and to assist parents and guardians in helping students understand and mentally process the incident and any resulting trauma.

A communication will also be issued to employees of the school at which the safety threat action occurred, and must include the same information as above and any additional information as may be permitted by relevant confidentiality and privacy requirements.

The Board may use Oregon Revised Statute (ORS) 192.660(2)(k) to conduct an executive session to consider matters related to school safety or a plan that responds to safety threats made toward a school in the district.

END OF POLICY

Legal Reference(s):

[ORS 192.660\(2\)\(k\)](#)
[ORS 332.107](#)
[ORS 339.324](#)

Sexual Harassment

The district is committed to eliminating sexual harassment. Sexual harassment will not be tolerated in the district. All students, staff members and other persons are entitled to learn and work in an environment that is free of harassment. All staff members, students and third parties are subject to this policy. Any person may report sexual harassment.

The district processes complaints or reports of sexual harassment under Oregon Revised Statute (ORS) 342.700 et. al. and federal Title IX laws found in Title 34 C.F.R. Part 106. Individual complaints may require both of these procedures, and may involve additional complaint procedures.

General Procedures

When information, a report or complaint regarding sexual harassment is received by the district, the district will review such information, report or complaint to determine which law applies and will follow the appropriate procedures. When the alleged conduct could meet both of the definitions in ORS Chapter 342 and Title IX, both complaint procedures should be processed simultaneously (*see* JBA/GBN-AR(1) - Sexual Harassment Complaint Procedure and JBA/GBN-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure). The district may also need to use other complaint procedures when the alleged conduct could meet the definitions for other complaint procedures.

OREGON DEFINITION AND PROCEDURES

Oregon Definition

Sexual harassment of students, staff members or third parties¹ shall include:

1. A demand or request for sexual favors in exchange for benefits;
2. Unwelcome conduct of a sexual nature that is physical, verbal, or nonverbal and that:
 - a. Interferes with a student's educational activity or program;
 - b. Interferes with a school or district staff member's ability to perform their job; or
 - c. Creates an intimidating, offensive or hostile environment.
3. Assault when sexual contact occurs without ~~the student's, staff member's or third party's consent because the student, staff member or third party is under the influence of drugs or alcohol, is unconscious or is pressured through physical force, coercion or explicit or implied threats~~ consent².

¹ "Third party" means a person who is not a student or a school or district staff member and who is: 1) on or immediately adjacent to school grounds or district property; 2) At a school-sponsored activity or program; or 3) Off school grounds or district property if a student or a school or district staff member acts toward the person in a manner that creates a hostile environment for the person while on school or district property, or at a school- or district-sponsored activity.

² "Without consent" means an act performed: (a) without the knowing, voluntary and clear agreement by all parties to participate in the specific act; or (b) when a person who is a party to the act is incapacitated by drugs or alcohol; unconscious; or pressured through physical force, coercion or explicit or implied threats to participate in the act.

Sexual harassment does not include conduct that is necessary because of a job duty of a school or district staff member or because of a service required to be provided by a contractor, agent, or volunteer, if the conduct is not the product of sexual intent or a person finding another person, or another person's action, offensive because of that other person's sexual orientation or gender identity.

Examples of sexual harassment may include, but not be limited to, physical touching or graffiti of a sexual nature; displaying or distributing of sexually explicit drawings; pictures and written materials; sexual gestures or obscene jokes; touching oneself sexually or talking about one's sexual behaviors in front of others; or spreading rumors about or rating other students or others as to appearance, sexual activity or performance.

Oregon Procedures

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

Name	Position	Phone	Email
<u>Kim Grousbeck</u>	<u>Director of HR</u>	<u>541-259-8948</u>	<u>kim.grousbeck@lebanon.k12.or.us</u>
<u>Jennifer Meckley</u>	<u>Superintendent</u>	<u>541-451-8511</u>	<u>jennifer.meckley@lebanon.k12.or.us</u>

~~This/~~These individual(s) ~~is/~~are responsible for accepting and managing complaints of sexual harassment. Persons wishing to report should contact them using the above information. ~~This person is also designated as the Title IX Coordinator.~~—See JBA/GBN-AR(1) - Sexual Harassment Complaint Procedure.

Response

Any staff member who becomes aware of behavior that may violate this policy shall immediately report to a district official. The district official (with coordination involving the reporting staff member when appropriate) will take any action necessary to ensure the:

1. Student is protected and to promote a nonhostile learning environment;
2. Staff member is protected and to promote a nonhostile work environment; or
3. Third party who is subjected to the behavior is protected and to promote a nonhostile environment.

This includes providing resources for support measures to the student, staff member or third party who was subjected to the behavior and taking any actions necessary to remove potential future impact on the student, staff member or third party, but are not retaliatory against the student, staff member or third party being harassed or the person who reported to the district official.

Any student or staff member who feels they are a victim of sexual harassment are encouraged to immediately report their concerns to district officials, this includes officials such as the principal, compliance officer or superintendent. Students may also report concerns to a teacher, counselor or school nurse, who will promptly notify the appropriate district official.

Investigation

All reports and complaints about behavior that may violate this policy shall be investigated. The district may use, but is not limited to, the following means for investigating incidents of possible harassment:

1. Interviews with those involved;
2. Interviews with witnesses;

3. Review of video surveillance;
4. Review of written communications, including electronic communications;
5. Review of any physical evidence; and
6. Use of third-party investigator.

The district will use a reasonable person standard when determining whether a hostile environment exists. A hostile environment exists if a reasonable person with similar characteristics and under similar circumstances would consider the conduct to be so severe as to create a hostile environment.

The district may take, but is not limited to, the following procedures and remedial action to address and stop sexual harassment:

1. Discipline of staff and students engaging in sexual harassment;
2. Removal of third parties engaged in sexual harassment;
3. Additional supervision in activities;
4. Additional controls for district electronic systems;
5. Trainings and education for staff and students; and
6. Increased notifications regarding district procedures and resources.

When a student or staff member is harassed by a third party, the district will consider the following:

1. Removing that third party's ability to contract or volunteer with the district, or be present on district property;
2. If the third party works for an entity that contracts with the district, communicating with the third party's employer;
3. If the third party is a student of another district or school, communicate information related to the incident to the other district or school;
4. Limiting attendance at district events; and
5. Providing for additional supervision, including law enforcement if necessary, at district events.

No Retaliation

Retaliation against persons who initiate complaint or otherwise report sexual harassment or who participate in an investigation or other related activities is prohibited. The initiation of a complaint, reporting of behavior, or participation in an investigation, in good faith about behavior that may violate this policy may not adversely affect the:

1. Educational assignments or educational environment of a student or other person initiating the complaint, reporting the behavior, or participating in the investigation; or
2. Any terms or conditions of employment or of work or educational environment of a school or district staff member or other person initiating the complaint, reporting the behavior, or participating in the investigation.

Students who initiate a complaint or otherwise report harassment covered by the policy or who participate in an investigation may not be disciplined for violations of the district’s drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered because of the report or investigation, unless the student gave another person alcohol or drugs without the person’s knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct.

Notice

When a person³ who may have been affected by this policy files a complaint or otherwise reports behavior that may violate the policy, the district shall provide written notification to the following:

1. Each reporting person;
2. If appropriate, any impacted person who is not a reporting person;
3. Each reported person; and
4. Where applicable, a parent or legal guardian of a reporting person, impacted person, or reported person.

The written notification must include⁴:

1. Name and contact information for all person designated by the district to receive complaints;
2. The rights of the person that the notification is going to;
3. Information about the internal complaint processes available through the school or district that the person who filed the complaint may pursue, including the person designated for the school or district for receiving complaints and any timelines.
4. Notice that civil and criminal remedies that are not provided by the school or district may be available to the person through the legal system and that those remedies may be subject to statutes of limitation;
5. Information about services available to the student or staff member through the school or district, including any counseling services, nursing services or peer advising;
6. Information about the privacy rights of the person and legally recognized exceptions to those rights for internal complaint processes and services available through the school or district;
7. Information about, and contact information for, services and resources that are available to the person, including but not limited to:
 - a. For the reporting person, state and community-based resources for persons who have experienced sexual harassment; or
 - b. For the reported persons, information about and contact information for state and community-based mental health services.
8. Notice that students who report about possible prohibited conduct and students who participate in an investigation under this policy may not be disciplined for violations of the district’s drug and

³ Student, staff member, or third party, or if applicable, the student or third party’s parent. If the person is a minor, the district should consider when to contact the person’s parent.

⁴ Remember confidentiality laws when providing any information.

alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered as a result of a prohibited conduct report or investigation unless the student gave another person alcohol or drugs without the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct; and

9. Prohibition of retaliation.

Notification, to the extent allowable under state and federal student confidentiality laws, must be provided when the investigation is initiated and concluded. The notification at the conclusion must include whether a violation of the policy was found to have occurred.

The notice must:

1. Be written in plain language that is easy to understand;
2. Use print that is of a color, size and font that allows the notification to be easily read; and
3. Be made available to students, students' parents, staff members and member of the public at each office, at the district office and on the website of the school or district.

Oregon Department of Education (ODE) Support

The ODE will provide technical assistance and training upon request.

FEDERAL DEFINITION AND PROCEDURES

Federal Definition

Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity⁵;
3. "Sexual assault": an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;
4. "Dating violence": violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship and the frequency of interaction between the persons involved in the relationship;
5. "Domestic Violence": felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction; or

⁵ "Education program or activity" includes locations, events, or circumstances over which the recipient exercised substantial control over both the respondent and the context in which the sexual harassment occurs." (Title 34 C.F.R. § 106.44(a))

6. “Stalking”: engaging in a course of conduct directed at a specific person that would cause a reasonable person fear for the person’s own safety or the safety of others, or suffer substantial emotional distress.

This definition only applies to sex discrimination occurring against a person who is a subject of this policy in the United States. A district’s treatment of a complainant or a respondent in response to a formal complaint of sexual harassment may constitute discrimination on the basis of sex under Title IX.

Federal Procedures

The district will adopt and publish grievance procedures that provide for the prompt and equitable resolution of the student and employee complaints alleging any action that would be prohibited by this policy. *See JBA/GBN-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure.*

Reporting

Any person may report sexual harassment. This report may be made in person, by mail, by telephone, or by electronic mail, or by any other means that results in the Title IX Coordinator receiving the person’s verbal or written report. The report can be made at any time.

Kim Grousbeck is designated as the Title IX Coordinator and can be contacted at 541-259-8948. The Title IX Coordinator will coordinate the district’s efforts to comply with its responsibilities related to this AR. The district prominently will display the contact information for the Title IX Coordinator on the district website and in each handbook.

Response

The district will promptly respond to information, allegations or reports of sexual harassment when there is actual knowledge of such harassment, even if a formal complaint has not been filed.⁶ The district shall treat complainants and respondents equitably by providing supportive measures⁷ to the complainant and by following a grievance procedure⁸ prior to imposing any disciplinary sanctions or other actions that are not supportive measures against a respondent. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

The Title IX Coordinator must promptly contact the complainant to discuss the availability of supportive measures, consider the complainant’s wishes, with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.⁹

⁶ (Title 34 C.F.R. §106.44(a)) Response cannot be deliberately indifferent. A recipient is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

⁷ (Title 34 C.F.R. § 106.44(a)) Supportive measures means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient’s education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district’s educational environment, or deter sexual harassment.⁷ The district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide supportive measures. (Title 34 C.F.R. § 99.30(a))

⁸ This grievance procedure must meet the requirements of Title 34 C.F.R. § 106.45 (included in accompanying administrative regulation, *see JBA/GBN-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure*).

⁹ The Title IX Coordinator may also discuss that the Title IX Coordinator has the ability to file a formal complaint.

If after an individualized safety and risk analysis, it is determined that there is an immediate threat to the physical health or safety of any person, an emergency removal of the respondent can take place.¹⁰ The district must provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. A non-student employee may also be placed on non-disciplinary administrative leave pending the grievance process.

Notice

The district shall provide notice to all applicants for admission and employment, students, parents or legal guardians, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the following:

1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator(s);
2. That the district does not discriminate on the basis of sex in the education program or activity that it operates, as required by Title IX. This includes admissions and employment; and
3. The grievance procedure and process, how to file a formal complaint of sex discrimination or sexual harassment, and how the district will respond.

Inquiries about the application to Title IX and its requirements may be referred to the Title IX Coordinator.

No Retaliation

Neither the district or any person may retaliate¹¹ against an individual for reporting, testifying, providing evidence, being a complainant, otherwise participating or refusing to participate in any investigation or process in accordance with this procedure. The district must keep confidential the identity of parties and participating persons, except as disclosure is allowed under Family Educational Rights and Privacy Act (FERPA), as required by law, or to carry out the proceedings herein. Complaints of retaliation may be filed using these procedures.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding does not constitute retaliation.

Publication

This policy shall be made available to students, parents of students and staff members. This policy and contact information for the Title IX Coordinator shall be prominently published in the district student handbook and on the district website. This policy shall also be made available at each school office and at the district office. The district shall post this policy on a sign in all grade 6 through 12 schools, on a sign that is at least 8.5 inches by 11 inches in size. A copy of the policy will be made available to any student, parent of a student, school or district staff member, or third party upon request.

END OF POLICY

Legal Reference(s):

[ORS 243.706](#)

[ORS 332.107](#)

[ORS 342.700](#)

¹⁰ The district may still have obligations under Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 or the American with Disabilities Act (ADA). (Title 34 C.F.R. § 106.44(c))

¹¹ Retaliation includes, but is not limited to, intimidation, threats, coercion, and discrimination.

[ORS 342.704](#)
[ORS 342.708](#)
[ORS 342.850](#)
[ORS 342.865](#)
[ORS 659.850](#)
[ORS 659A.006](#)
[ORS 659A.029](#)
[ORS 659A.030](#)
[OAR 581-021-0038](#)
[OAR 584-020-0040](#)
[OAR 584-020-0041](#)

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018).

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018).

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).

Bartsch v. Elkton School District, FDA-13-011 (March 27, 2014).

Suspected Abuse of a Child Reporting Requirements**

Any district employee who has reasonable cause to believe that **any child** with whom the employee has come in contact has suffered abuse¹ shall ~~orally report or cause an oral report~~ immediately ~~by telephone or otherwise to the local office of~~ make a report to the Oregon Department of Human Services (DHS) ~~or its designee through the centralized child abuse reporting system~~² or to ~~the~~ a law enforcement agency within the county where the person making the report is located at the time of the contact ~~pursuant to Oregon Revised Statute (ORS) 419B.010~~. Any district employee who has reasonable cause to believe that **any person**³ with whom the employee is in contact has abused a child shall immediately report ~~or cause a report to be made in~~ the same manner ~~described above to DHS or its designee or to the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to ORS 419B.010~~.

~~If known,~~†The report ~~shall~~ must contain, ~~if known~~, the names and addresses of the child and the parents of the child or other persons responsible for the child’s care, the child’s age, the nature and extent of the suspected abuse, including any evidence of previous abuse, the explanation given for the suspected abuse, any other information that the person making the report believes might be helpful in establishing the possible cause of the abuse and the identity of a possible perpetrator.

Abuse of a child by district employees, contractors⁴, agents⁵, volunteers⁶, or students is prohibited and will not be tolerated. All district employees, contractors, agents, volunteers and students are subject to this policy and the accompanying administrative regulations.

Any district employee who has reasonable cause to believe that another district employee, contractor, agent, volunteer or student has engaged in abuse, or that a student has been subjected to abuse by another district employee, contractor, agent, volunteer or student shall immediately report such to ~~the Oregon Department of Human Services (DHS) or its designee through the centralized child abuse reporting system~~ or ~~the local~~ to a law enforcement agency ~~pursuant to ORS 419B.015~~, and to ~~the~~ a designated licensed administrator.

The district will designate a ⁷licensed administrator and an alternate licensed administrator, in the event

¹ Includes the neglect of a child; abuse is defined in ORS 419B.005

² [How to report abuse or neglect: [Oregon DHS](#). Call 855-503-SAFE (7233)]

³ “Person” could include adult, student or other child.

⁴ “Contractor” means a person providing services to the district under a contract in a manner that requires the person to have direct, unsupervised contact with students.

⁵ “Agent” means a person acting as an agent for the district in a manner that requires the person to have direct, unsupervised contact with students.

⁶ “Volunteer” means a person acting as a volunteer for the district in a manner that requires the person to have direct, unsupervised contact with students.

⁷ ORS 339.372 requires the district to post the names and contact information of the persons, i.e., a licensed administrator and an alternate licensed administrator, who are designated to receive reports of sexual abuse for a school building in the respective school building. A “licensed administrator” is a person employed as an administrator by the district and holds an administrative license issued by TSPC or may be a person employed by the district that does not hold an administrative license issued by TSPC if the district does not require the administrator to be licensed by TSPC.

that the designated licensed administrator is the suspected abuser, for each school building to receive reports of suspected abuse of a child by district employees, contractors, agents, volunteers or students.

If the superintendent is the alleged perpetrator the report shall be submitted to the ~~assistant-~~⁸ ~~superintendent~~ Human Resources Director who shall also report to the Board chair.

The district will post the names and contact information of the designees for each school building, in the respective school, designated to receive reports of suspected abuse and the procedures in JHFE/GBNAB-AR(1) – Reporting of Suspected Abuse of a Child the designee will follow upon receipt of a report, the contact information for ~~making a report to local~~ law enforcement ~~and~~ or the ~~local~~ centralized child abuse reporting system of DHS ~~office or its designee~~, and a statement that this duty to report suspected abuse is in addition to the requirements of reporting to a designated licensed administrator.

When a designee receives a report of suspected abuse, the designee will follow procedure established by the district and set forth in administrative regulation JHFE/GBNAB-AR(1) - Reporting of Suspected Abuse of a Child. All such reports of suspected abuse will be reported to a law enforcement agency or DHS, ~~or its designee~~, for investigation, and the agency will complete an investigation regardless of any changes in the relationship or duties of the person who is the alleged abuser.

When there is reasonable cause to support a report, a district employee suspected of abuse shall be placed on paid administrative leave pending an investigation and the district will take necessary actions to ensure the student's safety. When there is reasonable cause to support a report, a district contractor, agent or volunteer suspected of abuse shall be removed from providing services to the district and the district will take necessary actions to ensure the student's safety.

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

A substantiated report of abuse by an employee shall be documented in the employee's personnel file. A substantiated report of abuse by a student shall be documented in the student's education record.

The initiation of a report in good faith, pursuant to this policy, may not adversely affect any terms or conditions of employment or the work environment of the person initiating the report or who may have been subjected to abuse. If a student initiates a report of suspected abuse of a child by a district employee, contractor, agent, volunteer or student, in good faith, the student will not be disciplined by the district or any district employee, contractor, agent or volunteer. Intentionally making a false report of abuse of a child is a Class A violation.

The district shall provide information and training each school year to district employees on the prevention and identification of abuse, the obligations of district employees under ORS 339.388 and ORS 419B.005 - 419B.050 and as directed by Board policy to report suspected abuse of a child, and appropriate electronic communications with students. The district shall make available each school year the training described above to contractors, agents, volunteers, and parents and legal guardians of students attending district-operated schools, and will be made available separately from the training provided to district employees. The district shall provide each school year information on the prevention and identification of abuse, the

⁸ A "licensed administrator" is a person employed as an administrator by the district and holds an administrative license issued by TSPC or may be a person employed by the district that does not hold an administrative license issued by TSPC if the district does not require the administrator to be licensed by TSPC.

obligations of district employees under Board policy to report abuse, and appropriate electronic communications with students to contractors, agents and volunteers. The district shall make available each school year training that is designed to prevent abuse to students attending district-operated schools.

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

1. A description of conduct that may constitute abuse;
2. A description of the investigatory process and possible consequences if a report of suspected abuse is substantiated; and
3. A description of the prohibitions imposed on district employees, contractors, and agents when they attempt to obtain a new job, as provided under ORS 339.378. A district employee, contractor or agent will not assist another district employee, contractor or agent in obtaining a new job if the individual knows, or has reasonable or probable cause to believe the district employee, contractor or agent engaged in abuse, unless criteria found in ORS 339.378(2)(c) are applicable.

Nothing in this policy prevents the district from disclosing information required by law or providing the routine transmission of administrative and personnel files pursuant to law.

The district shall make available to students, district employees, contractors, agents, and volunteers a policy of appropriate electronic communications with students.

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

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

END OF POLICY

Legal Reference(s):

[ORS 339.370 - 339.400](#)

[ORS 418.257 - 418.259](#)

[ORS 419B.005 - 419B.050](#)

[OAR 581-022-2205](#)

Greene v. Camreta, 588 F.3d 1011 (9th Cir. 2009), vacated in part by, remanded by Camreta v. Greene, 131 S. Ct. 2020 (U.S. 2011); vacated in part, remanded by Greene v. Camreta 661 F.3d 1201 (9th Cir. 2011).

~~[Senate Bill 51 \(2021\)](#)~~

Reporting of Suspected Abuse of a Child

Reporting

Any district employee having reasonable cause to believe that **any child** with whom the employee comes in contact has suffered abuse¹ shall ~~orally make a report or cause an oral report to be~~ immediately ~~by telephone or otherwise to the local office of the~~ to the Oregon Department of Human Services (DHS) ~~or its designee through the centralized child abuse reporting system²~~ or to a law enforcement agency within the county where the person making the report is at the time of their contact. Any district employee who has reasonable cause to believe that **any person**³ with whom the employee is in contact has abused a child shall immediately report ~~or cause a report to be made~~ in the same manner ~~to DHS or its designee or to the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to ORS 419B.010.~~

Any district employee who has reasonable cause to believe that another district employee, contractor, agent, volunteer or student has engaged in abuse, or that a student has been subjected to abuse by another district employee, contractor, agent, volunteer or student shall immediately report such to ~~the~~ DHS ~~or its designee through its centralized child abuse reporting system or the local~~ to a law enforcement agency ~~pursuant to ORS 419B.015,~~ and to ~~the~~ a designated licensed administrator or alternate licensed administrator for their school building.

~~If known,~~ The report ~~shall~~ must contain, ~~if known,~~ the names and addresses of the child and the parents of the child or other persons responsible for the child's care, the child's age, the nature and extent of the suspected abuse, including any evidence of previous abuse, the explanation given for the suspected abuse, any other information that the person making the report believes might be helpful in establishing the possible cause of the suspected abuse and the identity of a possible perpetrator.

If the superintendent is the alleged abuser the report shall be submitted to the ⁴~~assistant superintendent~~ **Human Resources Director** who shall refer the report to the Board chair.

A written record of the abuse report shall be made by the employee reporting the suspected abuse of a student and will include: name and position of the person making the report; name of the student; name and position of any witness; description of the nature and extent of the abuse; including any information which could be helpful in establishing cause of abuse and identity of the abuser; description of how the report was made (i.e., phone or other method); name of the agency and individual who took the report;

¹ Includes the neglect of a child; abuse is defined in ORS 419B.005.

² How to report abuse or neglect: [Oregon DHS. Call 855-503-SAFE \(7233\)](#)

³ "Person" could include adult, student or other child.

⁴ A "licensed administrator" is a person employed as an administrator by the district and holds an administrative license issued by TSPC or may be a person employed by the district that does not hold an administrative license issued by TSPC if the district does not require the administrator to be licensed by TSPC.

date and time that the report was made; and name of district administrator who received a copy of the written report.

The written record of the abuse report shall not be placed in the student's educational record. A copy of the written report shall be retained by the employee making the report and a copy shall be provided to the designee that received the report.

When the designee receives a report of suspected abuse of a child by a district employee, and there is reasonable cause to support the report, the district shall place the district employee on paid administrative leave⁵ and take necessary actions to ensure the student's safety. The employee shall remain on leave until DHS or law enforcement determines that the report is substantiated and the district takes the appropriate employment action, or cannot be substantiated or is not a report of abuse and the district determines that either 1) an employment policy was violated and the district will take appropriate employment action against the employee, or 2) an employment policy has not been violated and no action is required by the district against the employee.

When the designee receives a report of suspected abuse by a contractor⁶, agent or volunteer, the district may prohibit the contractor, agent, or volunteer from providing services to the district. If the district determines there is a reasonable cause to support the report of suspected abuse, the district shall prohibit the contractor, agent or volunteer from providing services. The district may reinstate the contractor, agent or volunteer, and such reinstatement may not occur until such time as a report of suspected abuse has been investigated⁷ and a determination has been made by law enforcement or DHS that the report is unsubstantiated.

The written record of each reported incident of abuse of a child, action taken by the district and any finding as a result of the report shall be maintained by the district.

If, following the investigation, the district decides to take an employment action, the district will inform the district employee of the employment action to be taken and provide information about the appropriate appeal process.

If the district is notified that the employee decided not to appeal the employment action or if the determination of an appeal sustained the employment action, a record of the findings of the substantiated report and the employment action taken by the district will be placed in the records on the school employee maintained by the district. Such records created are confidential and not public records as defined in Oregon Revised Statute (ORS) 192.311, however the district may use the record as a basis for providing information required to be disclosed about a district employee under ORS 339.378(1). The district will notify the employee that information about substantiated reports may be disclosed to a potential employer.

⁵ The district employee cannot be required to use any accrued leave during the imposed paid administrative leave.

⁶ The district is encouraged to duplicate this language in the contract. If the contract is with a company and the person assigned to do the work is the alleged perpetrator, the district shall notify the company and request another company employee be assigned to complete the work.

⁷ The district will investigate all reports of suspected abuse, unless otherwise requested by DHS ~~or its designee~~ or law enforcement pursuant to law.

Definitions

1. Oregon law: ~~recognizes these and other types of abuse~~ defines “abuse” in ORS 419B.005(1).
 - ~~a. Physical;~~
 - ~~b. Neglect;~~
 - ~~c. Mental injury;~~
 - ~~d. Threat of harm;~~
 - ~~e. Sexual abuse and sexual exploitation.~~
2. “Child” means an unmarried person who is under 18 years of age or is ~~under 21 years of age and residing in or receiving care or services at a child caring agency~~ a child in care, as defined in ORS 418.257.
3. A “substantiated report” means a report of abuse that a law enforcement agency or DHS determines is founded.

Confidentiality of Records

The name, address and other identifying information about the employee who made the report are confidential and are not accessible for public inspection.

Upon request from law enforcement or DHS the district shall immediately provide requested documents or materials to the extent allowed by state and federal law.

Failure to Comply

Any district employee who fails to report a suspected abuse of a child as provided by this policy and the prescribed Oregon law commits a violation punishable by law. A district employee who fails to comply with the confidentiality of records requirements commits a violation punishable by the prescribed law. If an employee fails to report suspected abuse of a child or fails to maintain confidentiality of records as required by ~~this policy~~ **or this administrative regulation**, the employee will be disciplined up to and including dismissal.

Cooperation with Investigator

The district staff shall make every effort in suspected abuse of a child cases to cooperate with investigating officials as follows:

1. Any investigation of abuse of a child will be directed by the DHS or law enforcement officials as required by law. DHS or law enforcement officials wishing to interview a student shall present themselves at the school office and contact the school administrator, unless the school administrator is the subject of the investigation. When an administrator is notified that the DHS or law enforcement would like to interview a student at school, the administrator or a representative must request that the investigating official fill out the appropriate form (See JHFE/GBNAB-AR(2) – Abuse of a Child Investigations Conducted on District Premises). The administrator or representative should not deny the interview based on the investigator’s refusal to sign the form. If the student is to be interviewed at the school, the principal or representative

shall make a private space available. The principal or representative of the school may, at the discretion of the investigator, be present to facilitate the interview. If the investigating official does not have adequate identification the administrator shall refuse access to the student.

Law enforcement officials wishing to remove a student from the premises shall present themselves at the office and contact the administrator. The law enforcement official shall sign the student out in accordance with district procedures;

2. When the subject matter of the interview or investigation is identified to be related to suspected abuse of a child, district employees shall not notify parents or anyone else other than DHS or law enforcement agency and any school employee necessary to enable the investigation;
3. The principal or representative shall advise the investigator of any conditions of disability prior to any interview with the affected child;
4. District employees are not authorized to reveal anything that transpires during an investigation in which the employee participates, nor shall the information become part of the student's education records, except that the employee may testify at any subsequent trial resulting from the investigation and may be interviewed by the respective litigants prior to any such trial.

Nothing prevents the district from conducting its own investigation, unless another agency requests to lead the investigation or requests the district to suspend their investigation, or taking an employment action based on information available to the district before an investigation conducted by another agency is completed. The district will cooperate with agencies assigned to conduct such investigations.

1-855-503-7233

**Lebanon Community School District
Child Abuse Report Form**

ORS 418.750 requires that “any public or private official having reasonable cause to believe that any child with whom the official comes in contact in an official capacity has suffered abuse, or that any person with whom the official comes in contact in an official capacity has abused a child shall report or cause a report to be made....” Public officials include all school employees.

Information on Abuse Victim

Name of child: _____

Parent or guardian: _____

Address/City/Zip: _____

Phone: _____

Child’s birth date: _____ Age: _____ Grade: _____

Date and time of alleged abuse occurrence: _____

Nature and extent of alleged abuse, including any evidence of previous abuse: _____

Explanation given for the suspected abuse: _____

Any other information that might be helpful in establishing the possible cause of the abuse: _____

Identity of Alleged Perpetrator (if known): _____

Record of Report

Report to Department of Human Services phone number: _____

Employee making the report: _____

Person taking the report: _____

Date of report: _____ Time: _____

Signature of person completing this report Date

Case # _____

Do not file in child’s school file

Copy: Personnel Office if alleged perpetrator is an employee

Copy: Building Principal

Copy: Superintendent’s Office

R4/04/24 | LF

Reporting of Suspected Abuse of a Child- GBNAB/JHFE-AR(1)

Suspected Child Abuse Reporting and Follow-up Procedures Notice

1. All district employees having reasonable cause to believe that any child with whom he/she has come into contact has suffered abuse or neglect, as defined in state law, or that any adult with whom he/she is in contact has abused a child, will immediately notify the Services to Children and Families or the local law enforcement agency.
2. The district employee shall also inform his/her immediate supervisor and the district superintendent or designee as the person designated to receive child abuse reports.
3. The superintendent or designee, upon receiving a suspected child abuse report, shall initiate the following procedures:
 - a. Determine that the appropriate report has been filed with the designated agency.
 - b. If the alleged abuser is a district employee, determine whether there is reasonable cause to support the report and if so, place the employee on paid administrative leave.
 - c. Establish contact with the designated agency to determine disposition of the case.
 - d. As appropriate, conduct or cause to be conducted an investigation of the alleged abuse.
 - e. Determine whether to reinstate the employee and/or take disciplinary action against the employee.
 - f. Notify the person who initiated the report of action taken on the report.

This notice is to be posted in all school buildings.

Lebanon Community Schools

Code: **IGBAF**
Adopted: 8/6/09
Readopted: 12/16/10, 4/19/12, 8/25/22
Orig. Code(s): IGBAF

Special Education - Individualized Education Program (IEP)**

An individualized education program (IEP) shall be developed and implemented for each student with disabilities in the district, kindergarten through 21, including those who attend a public charter school located in the district, are placed in or referred to a private school or facility by the district or receive related services from the district. The district is responsible for initiating and conducting the meetings to develop, review and revise the IEP of a student with disabilities. The district will ensure that one or both parents are present at each meeting or are afforded the opportunity to participate and are given a copy of the IEP. A meeting to develop an IEP shall be held within 30 calendar days of a determination that the student needs special education and related services, once every 365 days thereafter and when considering a change in the IEP or placement.

If a student is to be placed or referred to a private school or facility or attends a private or parochial school, the district will ensure that a representative of the private school or facility attends the IEP meeting. If the representative of the private school or facility is unable to attend the IEP meeting, the district shall use other methods to ensure participation including but not limited to, individual or conference telephone calls, or individual meetings.

END OF POLICY

Legal Reference(s):

[ORS 343.068](#)
[ORS 343.151](#)
[ORS 343.155](#)
[ORS 343.321 - 343.333](#)

[OAR 581-015-2000](#)
[OAR 581-015-2190](#)
[OAR 581-015-2195](#)
[OAR 581-015-2200](#)
[OAR 581-015-2205](#)
[OAR 581-015-2210](#)

[OAR 581-015-2215](#)
[OAR 581-015-2220](#)
[OAR 581-015-2225](#)
[OAR 581-015-2229](#)
[OAR 581-015-2230](#)
[OAR 581-015-2235](#)
[OAR 581-015-2055](#)
[OAR 581-015-2600](#)
[OAR 581-015-2065](#)
[OAR 581-015-2265](#)

Assistance to States for the Education of Children with Disabilities, 34 C.F.R. §§ 300.5-300.6, 300.22-300.24, 300.34, 300.43, 300.105-106, 300.112, 320.325, 300.328, 300.501.

Special Education - Individualized Education Program (IEP)**/*

1. General IEP Information

- a. The district ensures that an IEP is in effect for each eligible student:
 - (1) Before special education and related services are provided to a student;
 - (2) At the beginning of each school year for each student with a disability for whom the district is responsible; and
 - (3) Before the district implements all the special education and related services, including program modifications, supports and/or supplementary aids and services, as identified on the IEP.
- b. The district uses:
 - (1) The Oregon standard IEP; or
 - (2) An IEP form that has been approved by the Oregon Department of Education.
- c. The district develops and implements all provisions of the IEP as soon as possible following the IEP meeting.
- d. The IEP will be accessible to each of the student's regular education teacher(s), the student's special education teacher(s) and the student's related services provider(s) and other service provider(s). **This includes all district employees assigned to work with a student with specialized needs to assist with the educational, behavioral, medical, health or disability-related support needs of the student.**
- e. The district takes steps to ensure that parent(s) are present at each IEP meeting or have the opportunity to participate through other means.
- f. The district ensures that each teacher and service provider is informed of:
 - (1) Their specific responsibilities for implementing the IEP specific accommodations, modifications and/or supports that must be provided for, or on behalf of the student; and
 - (2) Their responsibility to fully implement the IEP including any amendments the district and parents agreed to make between annual reviews.

The district takes whatever action is necessary to ensure that parents understand the proceedings of the IEP team meeting, including arranging for an interpreter for parents with deafness or whose native language is other than English.

- g. The district provides a copy of the IEP to the parents at no cost.

2. IEP Meetings

- a. The district conducts IEP meetings within 30 calendar days of the determination that the student is eligible for special education and related services.
- b. The district convenes IEP meetings for each eligible student periodically, but not less than once per year.
- c. At IEP meetings, the team reviews and revises the IEP to address any lack of expected progress toward annual goals and in the general curriculum, new evaluation data or new information from the parent(s), the student's anticipated needs, or the need to address other matters.
- d. Between annual IEP meetings, the district and the parent(s) may amend or modify the student's current IEP without convening an IEP team meeting using the procedures in the Agreement to Amend or Modify IEP subsection.
- e. When the parent(s) requests a meeting, the district will either schedule a meeting within a reasonable time or provide timely written prior notice of the district's refusal to hold a meeting.
- f. If an agency other than the district fails to provide agreed upon transition services contained in the IEP, the district convenes an IEP meeting to plan alternative strategies to meet the transition objectives and, if necessary, to revise the IEP.

3. IEP Team Members

- a. The district's IEP team members include the following:
 - (1) The student's parent(s);
 - (2) The student, if the purpose of the IEP meeting is to consider the student's postsecondary goals and transition services (beginning for IEPs in effect at age 16), or for younger students, when appropriate;
 - (3) At least one of the student's special education teachers or, if appropriate, at least one of the student's special education providers;
 - (4) At least one of the student's regular education teachers if the student is or may be participating in the regular education environment. If the student has more than one regular education teacher, the district will determine which teacher or teachers will participate;
 - (5) A representative of the district (who may also be another member of the team) who is qualified to provide or supervise the provision of special education and is knowledgeable about district resources. The representative of the district will have the authority to commit district resources and be able to ensure that all services identified in the IEP can be delivered;
 - (6) An individual, who may also be another member of the team, who can interpret the instructional implications of the evaluation results; and
 - (7) At the discretion of the parent or district, other persons who have knowledge or special expertise regarding the student.
- b. Student participation:
 - (1) Whenever appropriate, the student with a disability is a member of the team.

- (2) If the purpose of the IEP meeting includes consideration of postsecondary goals and transition services for the student, the district includes the student in the IEP team meeting.
 - (3) If the purpose of the IEP meeting includes consideration of postsecondary goals and transition services for the student, and the student does not attend the meeting, the district will take other steps to consider the student's preferences and interests in developing the IEP.
- c. Participation by other agencies:
- (1) With parent or adult student written consent, and where appropriate, the district invites a representative of any other agency that is likely to be responsible for providing or paying for transition services if the purpose of the IEP meeting includes the consideration of transition services (beginning at age 16, or younger if appropriate); and
 - (2) If the district refers or places a student in an education service district, state-operated program, private school or other educational program, IEP team membership includes a representative from the appropriate agencies. Participation may consist of attending the meeting, conference call or participating through other means.

d. Participation by other employees:

All district employees assigned to work with a student with specialized needs to assist the student with educational, behavioral, medical, health or disability-related support needs of the student must be consulted with when the IEP for the student is being developed, reviewed or revised. This includes being invited to, and compensated for attending, meetings regarding the student's IEP and other meetings regarding the student, when the decisions made and issues discussed are related to the responsibilities of the employee to support the student or when the employee has unique information about the student's needs and present level of performance.

4. Agreement for Nonattendance and Excusal

- a. The district and the parent may consent to excuse an IEP team member from attending an IEP meeting, in whole or in part, when the meeting involves a discussion or modification of team member's area of curriculum or service. The district designates specific individuals to authorize excusal of IEP team members.
- b. If excusing an IEP team member whose area is to be discussed at an IEP meeting, the district ensures:
 - (1) The parent and the district consent in writing to the excusal;
 - (2) The team member submits written input to the parents and other members of the IEP team before the meeting; and
 - (3) The parent is informed of all information related to the excusal in the parent's native language or other mode of communication according to consent requirements.

5. IEP Content

- a. In developing the IEP, the district considers the student's strengths, the parent's concerns, the results of the initial or most recent evaluation, and the academic, developmental and functional needs of the student.
- b. The district ensures that IEPs for each eligible student includes:
 - (1) A statement of the student's present levels of academic achievement and functional performance that:
 - (a) Includes a description of how the disability affects the progress and involvement in the general education curriculum;
 - (b) Describes the results of any evaluations conducted, including functional and developmental information;
 - (c) Is written in language that is understood by all IEP team members, including parents;
 - (d) Is clearly linked to each annual goal statement;
 - (e) Includes a description of benchmarks or short term objectives for children with disabilities who take alternative assessments aligned to alternate achievement standards.
 - (2) A statement of measurable annual goals, including academic and functional goals, or for students whose performance is measured by alternate assessments aligned to alternate achievement standard, statements of measurable goals and short term objectives. The goals and, if appropriate, objectives:
 - (a) Meet the student's needs that are present because of the disability, or because of behavior that interferes with the student's ability to learn, or impedes the learning of other students;
 - (b) Enable the student to be involved in and progress in the general curriculum, as appropriate; and
 - (c) Clearly describe the anticipated outcomes, including intermediate steps, if appropriate, that serve as a measure of progress toward the goal.
 - (3) A statement of the special education services, related services, supplementary aids and services that the district provides to the student:
 - (a) The district bases special education and related services, modifications and supports on peer-reviewed research to the extent practicable to assist students in advancing toward goals, progressing in the general curriculum and participating with other students (including those without disabilities), in academic, nonacademic and extracurricular activities.
 - (b) Each statement of special education services, related or supplementary services, aids, modifications or supports includes a description of the inclusive dates, amount or frequency, location and who is responsible for implementation.
 - (4) A statement of the extent, if any, to which the student will not participate with nondisabled students in regular academic, nonacademic and extracurricular activities.
 - (5) A statement of any individual modifications and accommodations in the administration of state or districtwide assessments of student achievement.

- (a) A student will not be exempt from participation in state or districtwide assessment because of a disability unless the parent requests an exemption;
 - (b) If the IEP team determines that the student will take the alternate assessment instead of the regular statewide or a districtwide assessment, a statement of why the student cannot participate in the regular assessment and why the alternate assessment is appropriate for the student.
- (6) A statement describing how the district will measure student’s progress toward completion of the annual goals and when periodic reports on the student’s progress toward the annual goals will be provided.

~~6. Individualized COVID-19 Recovery Services[†]~~

~~Individualized COVID-19 Recovery Services, PER OAR 581-015-2229, are defined as those services determined necessary for eligible students based on the unique needs that arise from their disability due to the impact of the COVID-19 pandemic, which may include but are not limited to:~~

- ~~a. Special education and related services;~~
- ~~b. Supplementary aides and services;~~
- ~~c. Additional or intensified instruction;~~
- ~~d. Social emotional learning support; and~~
- ~~e. Peer or adult support.~~

~~The IEP team for each eligible student shall consider the need for Individualized COVID-19 Recovery Services at least at each initial IEP meeting and each regularly scheduled annual review meeting.~~

7. Agreement to Amend or Modify IEP

Between annual IEP meetings, the district and the parent may agree to make changes in the student’s current IEP without holding an IEP meeting. These changes require a signed, written agreement between the district and the parent.

- a. The district and the parent record any amendments, revisions or modifications on the student’s current IEP. If additional IEP pages are required these pages must be attached to the existing IEP.
- b. The district files a complete copy of the IEP with the student’s education records and informs the student’s IEP team and any teachers or service providers of the changes.
- c. The district provides the parent prior written notice of any changes in the IEP and upon request, provides the parent with a revised copy of the IEP with the changes incorporated.

8. IEP Team Considerations and Special Factors

- a. In developing, reviewing and revising the IEP, the IEP team considers:

~~[†]The requirements of this section are in effect until July 1, 2023 unless extended by the State Board of Education.~~

- (1) The strengths of the student and concerns of the parent for enhancing the education of the student;
 - (2) The results of the initial or most recent evaluation of the student;
 - (3) As appropriate, the results of the student's performance on any general state or districtwide assessments;
 - (4) The academic, developmental and functional needs of the child.
- b. In developing, reviewing and revising the student's IEP, the IEP team considers the following special factors:
- (1) The communication needs of the student; and
 - (2) The need for assistive technology services and/or devices.
- c. As appropriate, the IEP team also considers the following special factors:
- (1) For a student whose behavior impedes their learning or that of others, strategies, positive behavioral intervention and supports to address that behavior;
 - (2) For a student with limited English proficiency, the language needs of the student as those needs relate to the IEP;
 - (3) For a student who is blind or visually impaired, instruction in Braille and the use of Braille unless the IEP team determines (after an evaluation of reading and writing skills, needs and media, including evaluation of future needs for instruction in Braille or the use of Braille, appropriate reading and writing), that instruction in Braille or the use of Braille is not appropriate;
 - (4) For a student who is deaf or hard of hearing, the student's language and communication needs, including opportunities for direct communication with peers and professional personnel in the student's language and communication mode, academic level and full range of needs, including opportunities for direct instruction in the student's language and communication mode;
 - (5) If a student is deaf, deafblind, or hard of hearing, the district will provide information about relevant services and placements offered by the school district, the education service district, regional programs, and the Oregon School for the Deaf; and
 - (6) A statement of any device or service needed for the student to receive a free appropriate public education (FAPE).
- d. In addition to the above IEP contents, the IEP for each eligible student of transition age includes:
- (1) Beginning not later than the first IEP in effect when the student turns 16, or as early as 14 or younger, if determined appropriate by the IEP team (including parent(s)), and updated annually thereafter, the IEP must include:
 - (a) Appropriate measurable postsecondary goals based upon age appropriate transition assessments related to training education, employment, and where appropriate, independent living skills; and
 - (b) The transition services (including courses of study) needed to assist the student in reaching those goals.

(i) Regarding employment planning, the parent shall be provided information about and opportunities to experience employment services provided by Oregon Vocational Rehabilitation or the Oregon Office of Developmental Disability Services. These services must be provided in a competitive integrated employment setting, as defined by Oregon Administrative Rule 441-345-0020. Information about these services shall also be provided to the parent by the district at each annual review for IEPs to be in effect when the child turns 16, or as early as 14 or younger, if determined appropriate by the IEP team (including parent(s)).

- (2) At least one year before a student reaches the age of majority (student reaches the age of 18, or has married or been emancipated, whichever occurs first), a statement that the district has informed the student that all procedural rights will transfer at the age of majority; and
 - (3) If identified transition service providers, other than the district, fail to provide any of the services identified on the IEP, the district will initiate an IEP meeting as soon as possible to address alternative strategies and revise the IEP if necessary.
- e. To promote self-determination and independence, the district shall provide the student and the student's parents with information and training resources regarding supported decision-making as a less restrictive alternative to guardianship, and with information and resources regarding strategies to remain engaged in the student's secondary education and post-school outcomes. The district shall provide the information at each IEP meeting that includes discussion of post-secondary education goals and transition services.

9. Incarcerated Youth

- a. For students with disabilities who are convicted as adults, incarcerated in adult correctional facilities and otherwise entitled to FAPE, the following IEP requirements do not apply:
 - (1) Participation of students with disabilities in state and districtwide assessment; and
 - (2) Transition planning and transition services, for students whose eligibility will end because of their age before they will be eligible to be released from an adult correctional facility based on consideration of their sentence and eligibility for early release.
- b. The IEP team may modify the student's IEP, if the state has demonstrated a bona fide security or other compelling interest that cannot be otherwise accommodated.

10. Extended School Year Services

- a. The district makes extended school year (ESY) services available to all students for whom the IEP team has determined that such services are necessary to provide FAPE.
- b. ESY services are:
 - (1) Provided to a student with a disability in addition to the services provided during the typical school year;
 - (2) Identified in the student's IEP; and
 - (3) Provided at no cost to the parent.

- c. The district does not limit consideration of ESY services to particular categories of disability or unilaterally limit the type, amount or duration of service.
- d. The district provides ESY services to maintain the student’s skills or behavior, but not to teach new skills or behaviors.
- e. The district’s criteria for determining the need for extended school year services include:
 - (1) Regression (a significant loss of skills or behaviors) and recoupment time based on documented evidence; or
 - (2) If no documented evidence, on predictions according to the professional judgment of the team.
- f. “Regression” means significant loss of skills or behaviors in any area specified on the IEP as a result of an interruption in education services.
- g. “Recoupment” means the recovery of skills or behaviors specified on the IEP to a level demonstrated before the interruption of education services.

11. Assistive Technology

- a. The district ensures that assistive technology devices or assistive technology services, or both, are made available if they are identified as part of the student’s IEP. These services and/or devices may be part of the student’s special education, related services or supplementary aids and services.
- b. On a case-by-case basis, the district permits the use of district-purchased assistive technology devices in the student’s home or in other settings if the student’s IEP team determines that the student needs access to those devices to receive a free appropriate public education. In these situations, district policy will govern liability and transfer of the device when the student ceases to attend the district.

12. Transfer Students

- a. In state:

If a student with a disability (who had an IEP that was in effect in a previous district in Oregon) transfers into the district and enrolls in a district school within the same school year, the district (in consultation with the student’s parents) provides a free appropriate public education to the student (including services comparable to those described in the student’s IEP from the previous district), until the district either:

- (1) Adopts the student’s IEP from the previous district; or
- (2) Develops, adopts and implements a new IEP for the student in accordance with all of the IEP provisions.

- b. Out of state:

If a student transfers into the district with a current IEP from a district in another state, the district, in consultation with the student’s parents, will provide a free appropriate public

education to the student, including services comparable to those described in the student’s IEP from the previous district, until the district:

- (1) Conducts an initial evaluation (if determined necessary by the district to determine Oregon eligibility) with parent consent and determines whether the student meets eligibility criteria described in Oregon Administrative Rules.
- (2) If the student is eligible under Oregon criteria, the district develops, adopts and implements a new IEP for the student using the Oregon Standard IEP or an approved alternate IEP.
- (3) If the student does not meet Oregon eligibility criteria, the district provides prior written notice to the parents explaining that the student does not meet Oregon eligibility criteria and specifying the date when special education services will be terminated.

13. Abbreviated School Day

“Abbreviated school day” means any school day during which a student with a disability receives instruction or educational services for fewer hours than the majority of other students who are in the same grade within the student’s resident school district.

“Abbreviated school day program” means an education program:

- a. In which a school district restricts access for a student with a disability to hours of instruction or educational services to less than the number of hours of instruction or educational services that are provided to the majority of other students who are in the same grade within the student’s resident school district; and
- b. That results in a student with a disability having an abbreviated school day for more than 10 school days per school year.

Abbreviated school day programs are only allowed when all requirements in state law are met.²

Informed and written consent from the parent or foster parent is necessary prior to implementing an abbreviated school day program. A parent or a foster parent may, at any time, revoke consent for the placement of a student on an abbreviated school day program. Revoking consent or objecting to an abbreviated school day program shall be in writing.

Abbreviated school day programs limitations do not apply to students who are exempt per ORS 343.331.

² See ORS 343.324.

Special Education - Procedural Safeguards**

Procedural Safeguards - General

A district ensures that students with disabilities and their families are afforded their procedural safeguards related to:

1. Access to students' educational records;
2. Parent and adult student participation in special education decisions;
3. Transfer of rights to students who have reached the age of majority;
4. Prior written notice of proposed district actions;
5. Consent for evaluation and for initial placement in special education¹;
6. Independent educational evaluation;
7. Dispute resolution through mediation, state complaint investigation, resolution sessions and due process hearings;
8. Discipline procedures and protections for students with disabilities, including placements related to discipline;
9. Placement of students during the pendency of due process hearings;
10. Placement of students by their parents in private schools;
11. Civil actions; and
12. Attorney's fees.

¹If, at any time subsequent to the initial provision of special and related services, the parent of a child revokes consent in writing for the continued provision of special education and related services, the district: 1) may not continue to provide special education and related services to the child, but must provide prior written notice before ceasing the provision of special education and related services; 2) may not use mediation or due process procedures to obtain an agreement or ruling that the services may be provided to the child; 3) the district will not be considered to be in violation of the requirement to make FAPE available to the child because of the failure to provide the child with further special education and related services; and 4) the district is not required to convene an IEP team meeting or develop an IEP for the child for further provision of special education or related services.

Procedural Safeguards Notice

1. The district provides to parents a copy of the *Procedural Safeguards Notice*, published by the Oregon Department of Education, at least once per year and upon initial referral or parent request for special education evaluation and upon any other parent request. The district also gives a copy to the student at least a year before the student's 18th birthday or upon learning that the student is considered emancipated.
2. The district provides the *Procedural Safeguards Notice* in the parent's native language or other mode of communication unless it is clearly not feasible to do so. If the native language or other mode of communication of the parent is not a written language, the district takes steps to ensure that the notice is translated orally or by other means understandable to the parent and that the parent understands the content of the notice. The district maintains written evidence that it meets these requirements.

Parent or Adult Student Meeting Participation

1. The district provides parents or adult students an opportunity to participate in meetings with respect to the identification, evaluation, IEP and educational placement of the student, and the provision of a free appropriate public education (FAPE) to the student.
2. The district provides parents or adult students written notice of any meeting sufficiently in advance to ensure an opportunity to attend. The written notice:
 - a. States the purpose, time and place of the meeting and who is invited to attend;
 - b. Advises that parents or adult students may invite other individuals who they believe have knowledge or special expertise regarding the student;
 - c. Advises that the team may proceed with the meeting even if the parents are not in attendance;
 - d. Advises the parents or adult students who to contact before the meeting to provide information if they are unable to attend; and
 - e. Indicates if one of the meeting's purposes is to consider transition services or transition services needs. If so:
 - (1) Indicates that the student will be invited; and
 - (2) If considering transition services, identifies any agencies invited to send a representative (with parent or adult student consent).
3. The district takes steps to ensure that one or both parents of a child with a disability are present at each IEP or placement meeting or are afforded the opportunity to participate, including:
 - a. Notifying parents of the meeting early enough to ensure that they will have an opportunity to attend; and
 - b. Scheduling the meeting at a mutually agreed upon time and place.
4. If neither parent can attend, the district will use other methods to ensure participation, including, but not limited to, individual or conference phone calls or home visits.

5. The district may conduct an evaluation planning or eligibility meeting without the parent or adult student if the district provided meeting notice to the parent or adult student sufficiently in advance to ensure an opportunity to attend.

Access to Records

A parent is entitled to any reasonable time to examine all of the records of the district pertaining to the identification, evaluation, and educational placement of their child and the provision of FAPE to their child. Records must be provided without undue delay, which may not exceed 10 business days, as defined in ORS 192.311, from the date of the request for the records. Records may be redacted only to the extent necessary to protect personally identifiable information of other children unless disclosure is authorized by law or court order.

END OF POLICY

Legal Reference(s):

[ORS 343.155](#)
[ORS 343.165](#)
[ORS 343.173](#)
[ORS 343.177](#)
[ORS 343.181](#)

[OAR 581-015-2000](#)
[OAR 581-015-2030](#)
[OAR 581-015-2090](#)
[OAR 581-015-2095](#)
[OAR 581-015-2190](#)
[OAR 581-015-2195](#)

[OAR 581-015-2305](#)
[OAR 581-015-2310](#)
[OAR 581-015-2325](#)
[OAR 581-015-2330](#)
[OAR 581-015-2345](#)
[OAR 581-015-2360](#)
[OAR 581-015-2385](#)

~~Assistance to States for the Education of Children with Disabilities, 34 C.F.R. §§ 300.500–300.505, 300.515, 300.517 (2006).~~
~~Assistance to States for the Education of Children with Disabilities, 34 C.F.R. §§ 300.300 (2008).~~

Assistance to States for the Education of Children with Disabilities, 34 C.F.R. §§ 300.300, 300.500 - 300.505, 300.515, 300.517.

Sexual Harassment

The district is committed to eliminating sexual harassment. Sexual harassment will not be tolerated in the district. All students, staff members and other persons are entitled to learn and work in an environment that is free of harassment. All staff members, students and third parties are subject to this policy. Any person may report sexual harassment.

The district processes complaints or reports of sexual harassment under Oregon Revised Statute (ORS) 342.700 et. al. and federal Title IX laws found in Title 34 C.F.R. Part 106. Individual complaints may require both of these procedures, and may involve additional complaint procedures.

General Procedures

When information, a report or complaint regarding sexual harassment is received by the district, the district will review such information, report or complaint to determine which law applies and will follow the appropriate procedures. When the alleged conduct could meet both of the definitions in ORS Chapter 342 and Title IX, both complaint procedures should be processed simultaneously (*see* JBA/GBN-AR(1) - Sexual Harassment Complaint Procedure and JBA/GBN-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure). The district may also need to use other complaint procedures when the alleged conduct could meet the definitions for other complaint procedures.

OREGON DEFINITION AND PROCEDURES

Oregon Definition

Sexual harassment of students, staff members or third parties¹ shall include:

1. A demand or request for sexual favors in exchange for benefits;
2. Unwelcome conduct of a sexual nature that is physical, verbal, or nonverbal and that:
 - a. Interferes with a student's educational activity or program;
 - b. Interferes with a school or district staff member's ability to perform their job; or
 - c. Creates an intimidating, offensive or hostile environment.
3. Assault when sexual contact occurs without ~~the student's, staff member's or third party's consent because the student, staff member or third party is under the influence of drugs or alcohol, is unconscious or is pressured through physical force, coercion or explicit or implied threats~~ consent².

¹ "Third party" means a person who is not a student or a school or district staff member and who is: 1) on or immediately adjacent to school grounds or district property; 2) At a school-sponsored activity or program; or 3) Off school grounds or district property if a student or a school or district staff member acts toward the person in a manner that creates a hostile environment for the person while on school or district property, or at a school- or district-sponsored activity.

² "Without consent" means an act performed: (a) without the knowing, voluntary and clear agreement by all parties to participate in the specific act; or (b) when a person who is a party to the act is incapacitated by drugs or alcohol; unconscious; or pressured through physical force, coercion or explicit or implied threats to participate in the act.

Sexual harassment does not include conduct that is necessary because of a job duty of a school or district staff member or because of a service required to be provided by a contractor, agent, or volunteer, if the conduct is not the product of sexual intent or a person finding another person, or another person's action, offensive because of that other person's sexual orientation or gender identity.

Examples of sexual harassment may include, but not be limited to, physical touching or graffiti of a sexual nature; displaying or distributing of sexually explicit drawings; pictures and written materials; sexual gestures or obscene jokes; touching oneself sexually or talking about one's sexual behaviors in front of others; or spreading rumors about or rating other students or others as to appearance, sexual activity or performance.

Oregon Procedures

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

Name	Position	Phone	Email
<u>Kim Grousbeck</u>	<u>Director of HR</u>	<u>541-259-8948</u>	<u>kim.grousbeck@lebanon.k12.or.us</u>
<u>Jennifer Meckley</u>	<u>Superintendent</u>	<u>541-451-8511</u>	<u>jennifer.meckley@lebanon.k12.or.us</u>

This/These individual(s) is/are responsible for accepting and managing complaints of sexual harassment. Persons wishing to report should contact them using the above information. This person is also designated as the Title IX Coordinator. *See* JBA/GBN-AR(1) - Sexual Harassment Complaint Procedure.

Response

Any staff member who becomes aware of behavior that may violate this policy shall immediately report to a district official. The district official (with coordination involving the reporting staff member when appropriate) will take any action necessary to ensure the:

1. Student is protected and to promote a nonhostile learning environment;
2. Staff member is protected and to promote a nonhostile work environment; or
3. Third party who is subjected to the behavior is protected and to promote a nonhostile environment.

This includes providing resources for support measures to the student, staff member or third party who was subjected to the behavior and taking any actions necessary to remove potential future impact on the student, staff member or third party, but are not retaliatory against the student, staff member or third party being harassed or the person who reported to the district official.

Any student or staff member who feels they are a victim of sexual harassment are encouraged to immediately report their concerns to district officials, this includes officials such as the principal, compliance officer or superintendent. Students may also report concerns to a teacher, counselor or school nurse, who will promptly notify the appropriate district official.

Investigation

All reports and complaints about behavior that may violate this policy shall be investigated. The district may use, but is not limited to, the following means for investigating incidents of possible harassment:

1. Interviews with those involved;
2. Interviews with witnesses;

3. Review of video surveillance;
4. Review of written communications, including electronic communications;
5. Review of any physical evidence; and
6. Use of third-party investigator.

The district will use a reasonable person standard when determining whether a hostile environment exists. A hostile environment exists if a reasonable person with similar characteristics and under similar circumstances would consider the conduct to be so severe as to create a hostile environment.

The district may take, but is not limited to, the following procedures and remedial action to address and stop sexual harassment:

1. Discipline of staff and students engaging in sexual harassment;
2. Removal of third parties engaged in sexual harassment;
3. Additional supervision in activities;
4. Additional controls for district electronic systems;
5. Trainings and education for staff and students; and
6. Increased notifications regarding district procedures and resources.

When a student or staff member is harassed by a third party, the district will consider the following:

1. Removing that third party's ability to contract or volunteer with the district, or be present on district property;
2. If the third party works for an entity that contracts with the district, communicating with the third party's employer;
3. If the third party is a student of another district or school, communicate information related to the incident to the other district or school;
4. Limiting attendance at district events; and
5. Providing for additional supervision, including law enforcement if necessary, at district events.

No Retaliation

Retaliation against persons who initiate complaint or otherwise report sexual harassment or who participate in an investigation or other related activities is prohibited. The initiation of a complaint, reporting of behavior, or participation in an investigation, in good faith about behavior that may violate this policy may not adversely affect the:

1. Educational assignments or educational environment of a student or other person initiating the complaint, reporting the behavior, or participating in the investigation; or
2. Any terms or conditions of employment or of work or educational environment of a school or district staff member or other person initiating the complaint, reporting the behavior, or participating in the investigation.

Students who initiate a complaint or otherwise report harassment covered by the policy or who participate in an investigation may not be disciplined for violations of the district’s drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered because of the report or investigation, unless the student gave another person alcohol or drugs without the person’s knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct.

Notice

When a person³ who may have been affected by this policy files a complaint or otherwise reports behavior that may violate the policy, the district shall provide written notification to the following:

1. Each reporting person;
2. If appropriate, any impacted person who is not a reporting person;
3. Each reported person; and
4. Where applicable, a parent or legal guardian of a reporting person, impacted person, or reported person.

The written notification must include⁴:

1. Name and contact information for all person designated by the district to receive complaints;
2. The rights of the person that the notification is going to;
3. Information about the internal complaint processes available through the school or district that the person who filed the complaint may pursue, including the person designated for the school or district for receiving complaints and any timelines.
4. Notice that civil and criminal remedies that are not provided by the school or district may be available to the person through the legal system and that those remedies may be subject to statutes of limitation;
5. Information about services available to the student or staff member through the school or district, including any counseling services, nursing services or peer advising;
6. Information about the privacy rights of the person and legally recognized exceptions to those rights for internal complaint processes and services available through the school or district;
7. Information about, and contact information for, services and resources that are available to the person, including but not limited to:
 - a. For the reporting person, state and community-based resources for persons who have experienced sexual harassment; or
 - b. For the reported persons, information about and contact information for state and community-based mental health services.
8. Notice that students who report about possible prohibited conduct and students who participate in an investigation under this policy may not be disciplined for violations of the district’s drug and

³ Student, staff member, or third party, or if applicable, the student or third party’s parent. If the person is a minor, the district should consider when to contact the person’s parent.

⁴ Remember confidentiality laws when providing any information.

alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered as a result of a prohibited conduct report or investigation unless the student gave another person alcohol or drugs without the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct; and

9. Prohibition of retaliation.

Notification, to the extent allowable under state and federal student confidentiality laws, must be provided when the investigation is initiated and concluded. The notification at the conclusion must include whether a violation of the policy was found to have occurred.

The notice must:

1. Be written in plain language that is easy to understand;
2. Use print that is of a color, size and font that allows the notification to be easily read; and
3. Be made available to students, students' parents, staff members and member of the public at each office, at the district office and on the website of the school or district.

Oregon Department of Education (ODE) Support

The ODE will provide technical assistance and training upon request.

FEDERAL DEFINITION AND PROCEDURES

Federal Definition

Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity⁵;
3. "Sexual assault": an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;
4. "Dating violence": violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship and the frequency of interaction between the persons involved in the relationship;
5. "Domestic Violence": felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction; or

⁵ "Education program or activity" includes locations, events, or circumstances over which the recipient exercised substantial control over both the respondent and the context in which the sexual harassment occurs." (Title 34 C.F.R. § 106.44(a))

6. “Stalking”: engaging in a course of conduct directed at a specific person that would cause a reasonable person fear for the person’s own safety or the safety of others, or suffer substantial emotional distress.

This definition only applies to sex discrimination occurring against a person who is a subject of this policy in the United States. A district’s treatment of a complainant or a respondent in response to a formal complaint of sexual harassment may constitute discrimination on the basis of sex under Title IX.

Federal Procedures

The district will adopt and publish grievance procedures that provide for the prompt and equitable resolution of the student and employee complaints alleging any action that would be prohibited by this policy. *See JBA/GBN-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure.*

Reporting

Any person may report sexual harassment. This report may be made in person, by mail, by telephone, or by electronic mail, or by any other means that results in the Title IX Coordinator receiving the person’s verbal or written report. The report can be made at any time.

Kim Grousbeck is designated as the Title IX Coordinator and can be contacted at 541-259-8948. The Title IX Coordinator will coordinate the district’s efforts to comply with its responsibilities related to this AR. The district prominently will display the contact information for the Title IX Coordinator on the district website and in each handbook.

Response

The district will promptly respond to information, allegations or reports of sexual harassment when there is actual knowledge of such harassment, even if a formal complaint has not been filed.⁶ The district shall treat complainants and respondents equitably by providing supportive measures⁷ to the complainant and by following a grievance procedure⁸ prior to imposing any disciplinary sanctions or other actions that are not supportive measures against a respondent. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

The Title IX Coordinator must promptly contact the complainant to discuss the availability of supportive measures, consider the complainant’s wishes, with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.⁹

⁶ (Title 34 C.F.R. §106.44(a)) Response cannot be deliberately indifferent. A recipient is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

⁷ (Title 34 C.F.R. § 106.44(a)) Supportive measures means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient’s education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district’s educational environment, or deter sexual harassment.⁷ The district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide supportive measures. (Title 34 C.F.R. § 99.30(a))

⁸ This grievance procedure must meet the requirements of Title 34 C.F.R. § 106.45 (included in accompanying administrative regulation, *see JBA/GBN-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure*).

⁹ The Title IX Coordinator may also discuss that the Title IX Coordinator has the ability to file a formal complaint.

If after an individualized safety and risk analysis, it is determined that there is an immediate threat to the physical health or safety of any person, an emergency removal of the respondent can take place.¹⁰ The district must provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. A non-student employee may also be placed on non-disciplinary administrative leave pending the grievance process.

Notice

The district shall provide notice to all applicants for admission and employment, students, parents or legal guardians, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the following:

1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator(s);
2. That the district does not discriminate on the basis of sex in the education program or activity that it operates, as required by Title IX. This includes admissions and employment; and
3. The grievance procedure and process, how to file a formal complaint of sex discrimination or sexual harassment, and how the district will respond.

Inquiries about the application to Title IX and its requirements may be referred to the Title IX Coordinator.

No Retaliation

Neither the district or any person may retaliate¹¹ against an individual for reporting, testifying, providing evidence, being a complainant, otherwise participating or refusing to participate in any investigation or process in accordance with this procedure. The district must keep confidential the identity of parties and participating persons, except as disclosure is allowed under Family Educational Rights and Privacy Act (FERPA), as required by law, or to carry out the proceedings herein. Complaints of retaliation may be filed using these procedures.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding does not constitute retaliation.

Publication

This policy shall be made available to students, parents of students and staff members. This policy and contact information for the Title IX Coordinator shall be prominently published in the district student handbook and on the district website. This policy shall also be made available at each school office and at the district office. The district shall post this policy on a sign in all grade 6 through 12 schools, on a sign that is at least 8.5 inches by 11 inches in size. A copy of the policy will be made available to any student, parent of a student, school or district staff member, or third party upon request.

END OF POLICY

Legal Reference(s):

[ORS 243.706](#)

[ORS 332.107](#)

[ORS 342.700](#)

¹⁰ The district may still have obligations under Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 or the American with Disabilities Act (ADA). (Title 34 C.F.R. § 106.44(c))

¹¹ Retaliation includes, but is not limited to, intimidation, threats, coercion, and discrimination.

[ORS 342.704](#)
[ORS 342.708](#)
[ORS 342.850](#)
[ORS 342.865](#)
[ORS 659.850](#)
[ORS 659A.006](#)
[ORS 659A.029](#)
[ORS 659A.030](#)
[OAR 581-021-0038](#)
[OAR 584-020-0040](#)
[OAR 584-020-0041](#)

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018).

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018).

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).

Bartsch v. Elkton School District, FDA-13-011 (March 27, 2014).

Use of Restraint or Seclusion**

The Board is dedicated to the development and application of best practices within the district's public educational/behavioral programs. The Board to establishes this policy and its administrative regulation to define the circumstances that must exist and the requirements that must be met prior to, during, and after the use of restraint or seclusion as an intervention with district students.

The use of the following types of restraint on a student in the district is prohibited:

1. Chemical restraint.
2. Mechanical restraint.
3. Prone restraint.
4. Supine restraint.
5. Any restraint that involves the intentional and nonincidental use of a solid object¹, including a wall or the floor, to impede a student's movement, unless the restraint is necessary to prevent an imminent life-threatening injury or to gain control of a weapon.
6. Any restraint that places, or creates a risk of placing, pressure on a student's mouth, neck or throat.
7. Any restraint that places, or creates a risk of placing, pressure on a student's mouth, unless the restraint is necessary for the purpose of extracting a body part from a bite.
8. Any restraint that impedes, or creates a risk of impeding, breathing.
9. Any restraint that involves the intentional placement of the hands, feet, elbow, knee or any object on a student's neck, throat, genitals or other intimate parts.
10. Any restraint that causes pressure to be placed, or creates a risk of causing pressure to be placed, on the stomach or back by a knee, foot or elbow bone.
11. Any action designed for the primary purpose of inflicting pain.

¹ The use of a solid object, including furniture, a wall, or the floor, by district staff performing a restraint is not prohibited if the object is used for the staff's own stability or support while performing the restraint and not as a mechanism to apply pressure directly to the student's body.

The use of a seclusion cell is prohibited.

Restraint or seclusion may not be used for discipline, punishment, retaliation or convenience of staff, contractors or volunteers of the district.

Restraint may be imposed on a student in the district only under the following circumstances:

1. The student's behavior imposes a reasonable risk of imminent or substantial physical or bodily injury to the student or others; and
2. Less restrictive interventions would not be effective.

Seclusion may be used on a student in the district only under the following circumstances:

1. The student's behavior imposes a reasonable risk of imminent and serious bodily injury to the student or others; and
2. Less restrictive interventions would not be effective.

If restraint or seclusion is used on a student, by trained staff or other staff available in the case of an emergency when trained staff are not immediately available due to the unforeseeable nature of the emergency, e.g., teacher, administrator or volunteer, it will be used only for as long as the student's behavior poses a reasonable risk of imminent or substantial physical or bodily injury to the student or others and less restrictive interventions would not be effective. Students will be continuously monitored by staff for the duration of the restraint or seclusion.

Definitions

1. "Restraint" means the restriction of a student's actions or movement by holding the student or using pressure or other means.

"Restraint" does not include:

- a. Holding a student's hand or arm to escort the student safely and without the use of force from one area to another;
- b. Assisting a student to complete a task if the student does not resist the physical contact; or
- c. Providing reasonable intervention with the minimal exertion of force necessary if the intervention does not include a restraint prohibited under Oregon Revised Statute (ORS) 339.288 and the intervention is necessary to:
 - (1) Break up a physical fight;
 - (2) Interrupt a student's impulsive behavior that threatens the student's immediate safety, including running in front of a vehicle or climbing on unsafe structures or objects; or
 - (3) Effectively protect oneself or another from an assault, injury or sexual contact with the minimum physical contact necessary for protection.

2. “Seclusion” means the involuntary confinement of a student alone in a room from which the student is physically prevented from leaving. Seclusion includes, but is not limited to, the involuntary confinement of a student alone in a room with a closed door, whether the door is locked or unlocked.

“Seclusion” does not include the removal of a student for a short period of time to provide the student with an opportunity to regain self-control, if the student is in a setting from which the student is not physically prevented from leaving, or a student being left alone in a room with a closed door for a brief period of time if the student is left alone for a purpose that is unrelated to the student’s behavior.

3. “Seclusion cell” means a freestanding, self-contained unit that is used to isolate the student from other students or physically prevent a student from leaving the unit or cause the student to believe that the student is physically prevented from leaving the unit.
4. “Serious bodily injury” means any significant impairment of the physical condition of a person, as determined by qualified medical personnel, whether self-inflicted or inflicted by someone else.
5. “Substantial physical or bodily injury” means any impairment of the physical condition of a person that requires some form of medical treatment.
6. “Mechanical restraint” means a device used to restrict the movement of a student or the movement or normal function of a portion of the body of a student.

“Mechanical restraint” does not include:

- a. A protective or stabilizing device ordered by a licensed physician; or
 - b. A vehicle safety restraint when used as intended during the transport of a student in a moving vehicle.
7. “Chemical restraint” means a drug or medication that is used on a student to control behavior or restrict freedom of movement that is not prescribed by a licensed physician or other qualified health professional acting under the professional’s scope of practice for standard treatment of the student’s medical or psychiatric condition; and administered as prescribed by a licensed physician or other qualified health professional acting under the professional’s scope of practice.
 8. “Prone restraint” means a restraint in which a student is held face down on the floor.
 9. “Supine restraint” means a restraint in which a student is held face up on the floor.

Any student being restrained or secluded within the district whether in an emergency or as a part of a plan shall be constantly monitored by staff for the duration of the intervention. Any room used for seclusion of a student must meet the standards as outlined in Oregon Administrative Rule (OAR) 581-021-0568.

The district shall **only** utilize ~~the~~ **a training program for restraint or seclusion to train staff and use in the district which has been approved by the Oregon Department of Education (ODE). ~~Oregon Intervention~~**

~~System training program of restraint or seclusion for use in the district. As required by state regulation, the selected program shall be one approved by the Oregon Department of Education (ODE) and include, but not limited to, positive behavior support, conflict prevention, de-escalation and crisis response techniques. Any program selected by the district must be in compliance with state and federal law with respect to the use of restraint and seclusion.~~

The district shall preserve, and may not destroy, any records related to an incident of restraint or seclusion, including an audio or video recording. The records must be preserved in the original format and without alteration in accordance with law.

An annual review of the use of restraint and seclusion during the preceding school year shall be completed and submitted to ODE to ensure compliance with district policies and procedures.

The results of the review and annual report shall be documented and shall include at a minimum:

1. The total number of incidents involving restraint;
2. The total number of incidents involving seclusion;
3. The total number of seclusions in a locked room;
4. The total number of students placed in restraint;
5. The total number of students placed in seclusion;
6. The total number of incidents that resulted in injuries or death to students or staff as a result of the use of restraint or seclusion;
7. The total number of students placed in restraint or seclusion more than 10 times in a school year and an explanation of what steps have been taken by the district to decrease the use of restraint and seclusion for each student;
8. The total number of restraint or seclusion incidents carried out by untrained individuals;
10. The demographic characteristics² of all students upon whom restraint or seclusion was imposed;
11. The total number of rooms available for use by the district for seclusion of a student and a description of the dimensions and design of the rooms.

This annual report shall be made available to the public at the district's main office and on the district's website and to the Board.

² Including race, ethnicity, gender, disability status, migrant status, English proficiency and status as economically disadvantaged, unless the demographic information would reveal personally identifiable information about an individual student.

At least once each school year the parents and guardians of students of the district shall be notified about how to access the report.

The district shall investigate all complaints regarding the use of restraint and/or seclusion practices according to the procedures outlined in Board policy KL – Complaints and KL-AR - Complaint Procedure. The complaint procedure is available at the district’s administrative office and is available on the home page of the district’s website.

The complainant, whether an organization or an individual, may appeal a district’s final decision to the Oregon Department of Education pursuant to OAR 581-002-001 – 581-002-0023. This appeal process is ~~identified~~ **represented** in administrative regulation KL-AR (2) - Appeal to the Deputy Superintendent of Public Instruction.

The superintendent shall develop administrative regulations to carry out the requirements set forth in this policy and to meet any additional requirements established by law related to the use, reporting and written documentation of the use of restraint or seclusion by district staff. **A staff member who violates this policy or its administrative regulation may be subject to discipline, up to and including dismissal.**

END OF POLICY

Legal Reference(s):

[ORS 161.205](#)
[ORS 339.250](#)
[ORS 339.285](#)
[ORS 339.288](#)
[ORS 339.291](#)
[ORS 339.294](#)
[ORS 339.303](#)
[ORS 339.297](#)

ORS 339.300

[OAR 581-021-0061](#)
[OAR 581-021-0550](#)
[OAR 581-021-0553](#)
[OAR 581-021-0556](#)
[OAR 581-021-0559](#)

[OAR 581-021-0563](#)
[OAR 581-021-0566](#)
[OAR 581-021-0568](#)
[OAR 581-021-0569](#)
[OAR 581-021-0570](#)
[OAR 581-022-2370](#)

Use of Restraint or Seclusion**

Procedures

1. If restraint or seclusion continues for more than 30 minutes, school staff will attempt to immediately notify parents or guardians verbally or electronically.
2. Following an incident involving the use of restraint or seclusion, school staff will provide parents or guardians of the student the following:
 - a. Verbal or electronic notice of the incident by the end of the school day when the incident occurred.
 - b. Written documentation of the incident within 24 hours that provides:
 - (1) A description of the restraint or seclusion including:
 - (a) The date of the restraint or seclusion;
 - (b) The times of the restraint or seclusion began and ended; and
 - (c) The location of the incident.
 - (2) A description of the student's activity that prompted the use of restraint or seclusion~~;~~.
 - (3) The efforts used to de-escalate the situation and the alternatives to restraint or seclusion that were attempted~~;~~.
 - (4) The names of staff of the district who administered the restraint or seclusion~~;~~.
 - (5) A description of the training status of the staff of the district who administered the restraint or seclusion, including any information that may need to be provided to the parent or guardian~~;~~~~and~~.
 - (6) Timely notification of a debriefing meeting to be held and of the parent's or guardian's right to attend the meeting.
 - (7) Immediate¹, written notification of the existence of any records related to an incident of restraint or seclusion (including photos or audio or video recording).
3. If the restraint or seclusion was administered by a person without training, the administrator will ensure written notice is issued to the parent or guardian of the student ~~that~~ ~~which~~ includes notice of the lack of training~~;~~ and the reason ~~why a person without training administered the~~ restraint or seclusion ~~was administered by a person without training~~. The administrator will ensure written notice of the same to the superintendent.

¹ "Immediate" means to act as soon as possible without undue delay, but in no case later than within 24 hours of the incident. (OAR 581-021-0556 (2)(e))

4. An administrator will be notified as soon as practicable whenever restraint or seclusion has been used.
5. If restraint or seclusion continues for more than 30 minutes the student must be provided with adequate access to bathroom and water every 30 minutes. If restraint or seclusion continues for more than 30 minutes, every 15 minutes after the first 30 minutes, an administrator for the district must provide written authorization for the continuation of the restraint or seclusion, including providing documentation for the reason the restraint or seclusion must be continued. Whenever restraint or seclusion extends beyond 30 minutes, staff of the district will immediately attempt to verbally or electronically notify a parent or guardian.
6. A district Restraint and/or Seclusion Incident Report must be completed and copies provided to those attending the debriefing meeting for review and comment. The completed Restraint and/or Seclusion Incident Report Form shall include the following:
 - a. Name of the student;
 - b. Name of the staff member(s) administering the restraint or seclusion;
 - c. Date of the restraint or seclusion and the time the restraint or seclusion began and ended;
 - d. Location of the restraint or seclusion;
 - e. A description of the restraint or seclusion;
 - f. A description of the student’s activity immediately preceding the behavior that prompted the use of restraint or seclusion;
 - g. A description of the behavior that prompted the use of restraint or seclusion;
 - h. Efforts to de-escalate the situation and alternatives to restraint or seclusion that were attempted;
 - i. Information documenting parent or guardian contact and notification.
7. A documented debriefing meeting must be held within two school days after the use of restraint or seclusion;. **The parent or guardian of the student must be invited to attend the meeting², and the meeting will include staff members involved in the intervention ~~must be included in the meeting and any other appropriate personnel~~. The debriefing team shall include an administrator. **At the debriefing meeting, the district shall review, in its entirety, any audio or video recording preserved as a record of the incident involving the restraint or seclusion in accordance with law.** Written notes shall be taken and a copy of the written notes shall be provided to the parent or guardian of the student.**

The parent or guardian has the right to request another meeting in the vent they were unable to attend the debriefing meeting scheduled to be held within two school days of the incident.

8. If serious bodily injury or death of a student occurs in relation to the use of restraint or seclusion;,
 - a. **Oral notification of the incident must be provided immediately to a parent or guardian of the student and to the Oregon Department of Human Services (DHS); and**
 - b. **Written notification of the incident must be provided to ~~the Department of Human Services~~ DHS within 24 hours of the incident.**

² “Meeting” means the debriefing meeting at which the audio or video recording will be viewed. (OAR 581-021-0556(9))

9. If serious bodily injury or death of a staff member occurs in relation to the use or restraint or seclusion, written notification of the incident must be provided **within 24 hours of the incident** to the superintendent, **to the superintendent of Public Instruction and, if applicable, within 24 hours of the incident, or** to the union representative for the affected person, **if applicable**.
10. The district ~~will~~ **shall** maintain a record of each incident in which injuries or death occurs in relation to the use of restraint or seclusion.
11. The district, upon request from DHS regarding an investigation of an incident of restraint or seclusion as suspected child abuse, shall disclose any records preserved to DHS or its designee which are deemed relevant to the subject investigation, in its original format and without any alteration.

Restraint and/or seclusion as a part of a behavioral support plan in the student's Individual Education Program (IEP) or Section 504 plan.

1. Parent participation in the plan is required.
2. The IEP team that develops the behavioral support plan shall include knowledgeable and trained staff, including a behavioral specialist and a district representative who is familiar with the restraint training practices adopted by the district.
3. Prior to the implementation of any behavioral support plan that includes restraint and/or seclusion a functional behavioral assessment must be completed. The assessment plan must include an individual threshold for reviewing the plan.
4. When a behavior support plan includes restraint or seclusion the parents will be provided a copy of the district Use of Restraint or Seclusion policy at the time the plan is developed.
5. If a student is involved in five incidents in a school year, the team, including a parent or guardian of the student, will form for the purpose of reviewing and revising the student's behavior plan **and ensuring the provision of any necessary behavioral supports**.

Use of restraint and/or seclusion in an emergency by school administrator, staff or volunteer to maintain order or prevent a student from harming themselves, other students or school staff.

Use of restraint and or seclusion under these circumstances with a student who does not have restraint and/or seclusion as a part of their IEP or Section 504 plan is subject to all of the requirements established by Board policy and this administrative regulation with the exception of those specific to plans developed in an IEP or 504 plan.

Suspected Abuse of a Child Reporting Requirements**

Any district employee who has reasonable cause to believe that **any child** with whom the employee has come in contact has suffered abuse¹ shall ~~orally report or cause an oral report immediately by telephone or otherwise to the local office of~~ make a report to the Oregon Department of Human Services (DHS) ~~or its designee~~ through the centralized child abuse reporting system² or to ~~the a~~ law enforcement agency within the county where the person making the report is located at the time of the contact ~~pursuant to Oregon Revised Statute (ORS) 419B.010~~. Any district employee who has reasonable cause to believe that **any person**³ with whom the employee is in contact has abused a child shall immediately report ~~or cause a report to be made in~~ the same manner ~~described above to DHS or its designee or to the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to ORS 419B.010~~.

~~If known,~~†The report ~~shall~~ must contain, if known, the names and addresses of the child and the parents of the child or other persons responsible for the child's care, the child's age, the nature and extent of the suspected abuse, including any evidence of previous abuse, the explanation given for the suspected abuse, any other information that the person making the report believes might be helpful in establishing the possible cause of the abuse and the identity of a possible perpetrator.

Abuse of a child by district employees, contractors⁴, agents⁵, volunteers⁶, or students is prohibited and will not be tolerated. All district employees, contractors, agents, volunteers and students are subject to this policy and the accompanying administrative regulations.

Any district employee who has reasonable cause to believe that another district employee, contractor, agent, volunteer or student has engaged in abuse, or that a student has been subjected to abuse by another district employee, contractor, agent, volunteer or student shall immediately report such to ~~the Oregon Department of Human Services (DHS) or its designee through its centralized child abuse reporting system~~ or ~~the local~~ to a law enforcement agency pursuant to ORS 419B.015, and to ~~the a~~ designated licensed administrator.

The district will designate a ⁷licensed administrator and an alternate licensed administrator, in the event

¹ Includes the neglect of a child; abuse is defined in ORS 419B.005.

² [How to report abuse or neglect: [Oregon DHS](#). Call 855-503-SAFE (7233)]

³ "Person" could include adult, student or other child.

⁴ "Contractor" means a person providing services to the district under a contract in a manner that requires the person to have direct, unsupervised contact with students.

⁵ "Agent" means a person acting as an agent for the district in a manner that requires the person to have direct, unsupervised contact with students.

⁶ "Volunteer" means a person acting as a volunteer for the district in a manner that requires the person to have direct, unsupervised contact with students.

⁷ ORS 339.372 requires the district to post the names and contact information of the persons, i.e., a licensed administrator and an alternate licensed administrator, who are designated to receive reports of sexual abuse for a school building in the respective school building. A "licensed administrator" is a person employed as an administrator by the district and holds an administrative license issued by TSPC or may be a person employed by the district that does not hold an administrative license issued by TSPC if the district does not require the administrator to be licensed by TSPC.

that the designated licensed administrator is the suspected abuser, for each school building to receive reports of suspected abuse of a child by district employees, contractors, agents, volunteers or students.

If the superintendent is the alleged perpetrator the report shall be submitted to the ~~assistant superintendent~~⁸ ~~Human Resources Director~~ who shall also report to the Board chair.

The district will post the names and contact information of the designees for each school building, in the respective school, designated to receive reports of suspected abuse and the procedures in JHFE/GBNAB-AR(1) – Reporting of Suspected Abuse of a Child the designee will follow upon receipt of a report, the contact information for ~~making a report to local~~ law enforcement ~~and or the local-~~ ~~centralized child abuse reporting system of DHS~~ ~~office or its designee~~, and a statement that this duty to report suspected abuse is in addition to the requirements of reporting to a designated licensed administrator.

When a designee receives a report of suspected abuse, the designee will follow procedure established by the district and set forth in administrative regulation JHFE/GBNAB-AR(1) - Reporting of Suspected Abuse of a Child. All such reports of suspected abuse will be reported to a law enforcement agency or DHS, ~~or its designee~~, for investigation, and the agency will complete an investigation regardless of any changes in the relationship or duties of the person who is the alleged abuser.

When there is reasonable cause to support a report, a district employee suspected of abuse shall be placed on paid administrative leave pending an investigation and the district will take necessary actions to ensure the student's safety. When there is reasonable cause to support a report, a district contractor, agent or volunteer suspected of abuse shall be removed from providing services to the district and the district will take necessary actions to ensure the student's safety.

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

A substantiated report of abuse by an employee shall be documented in the employee's personnel file. A substantiated report of abuse by a student shall be documented in the student's education record.

The initiation of a report in good faith, pursuant to this policy, may not adversely affect any terms or conditions of employment or the work environment of the person initiating the report or who may have been subjected to abuse. If a student initiates a report of suspected abuse of a child by a district employee, contractor, agent, volunteer or student, in good faith, the student will not be disciplined by the district or any district employee, contractor, agent or volunteer. Intentionally making a false report of abuse of a child is a Class A violation.

The district shall provide information and training each school year to district employees on the prevention and identification of abuse, the obligations of district employees under ORS 339.388 and ORS 419B.005 - 419B.050 and as directed by Board policy to report suspected abuse of a child, and appropriate electronic communications with students. The district shall make available each school year the training described above to contractors, agents, volunteers, and parents and legal guardians of students attending district-operated schools, and will be made available separately from the training provided to district employees. The district shall provide each school year information on the prevention and identification of abuse, the obligations of district employees under Board policy to report abuse, and appropriate electronic

⁸ A "licensed administrator" is a person employed as an administrator by the district and holds an administrative license issued by TSPC or may be a person employed by the district that does not hold an administrative license issued by TSPC if the district does not require the administrator to be licensed by TSPC.

communications with students to contractors, agents and volunteers. The district shall make available each school year training that is designed to prevent abuse to students attending district-operated schools.

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

1. A description of conduct that may constitute abuse;
2. A description of the investigatory process and possible consequences if a report of suspected abuse is substantiated; and
3. A description of the prohibitions imposed on district employees, contractors, and agents when they attempt to obtain a new job, as provided under ORS 339.378. A district employee, contractor or agent will not assist another district employee, contractor or agent in obtaining a new job if the individual knows, or has reasonable or probable cause to believe the district employee, contractor or agent engaged in abuse, unless criteria found in ORS 339.378(2)(c) are applicable.

Nothing in this policy prevents the district from disclosing information required by law or providing the routine transmission of administrative and personnel files pursuant to law.

The district shall make available to students, district employees, contractors, agents, and volunteers a policy of appropriate electronic communications with students.

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

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

END OF POLICY

Legal Reference(s):

[ORS 339.370 - 339.400](#)

[ORS 418.257 - 418.259](#)

[ORS 419B.005 - 419B.050](#)

[OAR 581-022-2205](#)

Greene v. Camreta, 588 F.3d 1011 (9th Cir. 2009), vacated in part by, remanded by Camreta v. Greene, 131 S. Ct. 2020 (U.S. 2011); vacated in part, remanded by Greene v. Camreta 661 F.3d 1201 (9th Cir. 2011).

~~[Senate Bill 51 \(2021\)](#)~~

Reporting of Suspected Abuse of a Child

Reporting

Any district employee having reasonable cause to believe that **any child** with whom the employee comes in contact has suffered abuse¹ shall ~~orally make a report or cause an oral report to be~~ immediately ~~by telephone or otherwise to the local office of the~~ to the Oregon Department of Human Services (DHS) ~~or its designee through the centralized child abuse reporting system²~~ or to a law enforcement agency within the county where the person making the report is at the time of their contact. Any district employee who has reasonable cause to believe that **any person**³ with whom the employee is in contact has abused a child shall immediately report ~~or cause a report to be made~~ in the same manner ~~to DHS or its designee or to the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to ORS 419B.010.~~

Any district employee who has reasonable cause to believe that another district employee, contractor, agent, volunteer or student has engaged in abuse, or that a student has been subjected to abuse by another district employee, contractor, agent, volunteer or student shall immediately report such to ~~the~~ DHS ~~or its designee through its centralized child abuse reporting system or the local~~ to a law enforcement agency ~~pursuant to ORS 419B.015,~~ and to ~~the~~ a designated licensed administrator or alternate licensed administrator for their school building.

~~If known,~~ The report ~~shall~~ must contain, ~~if known,~~ the names and addresses of the child and the parents of the child or other persons responsible for the child's care, the child's age, the nature and extent of the suspected abuse, including any evidence of previous abuse, the explanation given for the suspected abuse, any other information that the person making the report believes might be helpful in establishing the possible cause of the suspected abuse and the identity of a possible perpetrator.

If the superintendent is the alleged abuser the report shall be submitted to the ~~assistant superintendent~~ ⁴Human Resources Director who shall refer the report to the Board chair.

A written record of the abuse report shall be made by the employee reporting the suspected abuse of a student and will include: name and position of the person making the report; name of the student; name and position of any witness; description of the nature and extent of the abuse; including any information which could be helpful in establishing cause of abuse and identity of the abuser; description of how the report was made (i.e., phone or other method); name of the agency and individual who took the report;

¹ Includes the neglect of a child; abuse is defined in ORS 419B.005.

² How to report abuse or neglect: [Oregon DHS](#). Call 855-503-SAFE (7233)

³ "Person" could include adult, student or other child.

⁴ A "licensed administrator" is a person employed as an administrator by the district and holds an administrative license issued by TSPC or may be a person employed by the district that does not hold an administrative license issued by TSPC if the district does not require the administrator to be licensed by TSPC.

date and time that the report was made; and name of district administrator who received a copy of the written report.

The written record of the abuse report shall not be placed in the student's educational record. A copy of the written report shall be retained by the employee making the report and a copy shall be provided to the designee that received the report.

When the designee receives a report of suspected abuse of a child by a district employee, and there is reasonable cause to support the report, the district shall place the district employee on paid administrative leave⁵ and take necessary actions to ensure the student's safety. The employee shall remain on leave until DHS or law enforcement determines that the report is substantiated and the district takes the appropriate employment action, or cannot be substantiated or is not a report of abuse and the district determines that either 1) an employment policy was violated and the district will take appropriate employment action against the employee, or 2) an employment policy has not been violated and no action is required by the district against the employee.

When the designee receives a report of suspected abuse by a contractor⁶, agent or volunteer, the district may prohibit the contractor, agent, or volunteer from providing services to the district. If the district determines there is a reasonable cause to support the report of suspected abuse, the district shall prohibit the contractor, agent or volunteer from providing services. The district may reinstate the contractor, agent or volunteer, and such reinstatement may not occur until such time as a report of suspected abuse has been investigated⁷ and a determination has been made by law enforcement or DHS that the report is unsubstantiated.

The written record of each reported incident of abuse of a child, action taken by the district and any finding as a result of the report shall be maintained by the district.

If, following the investigation, the district decides to take an employment action, the district will inform the district employee of the employment action to be taken and provide information about the appropriate appeal process.

If the district is notified that the employee decided not to appeal the employment action or if the determination of an appeal sustained the employment action, a record of the findings of the substantiated report and the employment action taken by the district will be placed in the records on the school employee maintained by the district. Such records created are confidential and not public records as defined in Oregon Revised Statute (ORS) 192.311, however the district may use the record as a basis for providing information required to be disclosed about a district employee under ORS 339.378(1). The district will notify the employee that information about substantiated reports may be disclosed to a potential employer.

⁵ The district employee cannot be required to use any accrued leave during the imposed paid administrative leave.

⁶ The district is encouraged to duplicate this language in the contract. If the contract is with a company and the person assigned to do the work is the alleged perpetrator, the district shall notify the company and request another company employee be assigned to complete the work.

⁷ The district will investigate all reports of suspected abuse, unless otherwise requested by DHS or law enforcement pursuant to law.

Definitions

1. Oregon law defines “abuse” in ORS 419B.005(1). ~~recognizes these and other types of abuse:~~
 - ~~a. Physical;~~
 - ~~b. Neglect;~~
 - ~~c. Mental injury;~~
 - ~~d. Threat of harm;~~
 - ~~e. Sexual abuse and sexual exploitation.~~
2. “Child” means an unmarried person who is under 18 years of age or is ~~under 21 years of age and residing in or receiving care or services at a child-caring agency~~ a child in care, as defined in ORS 418.257.
3. A “substantiated report” means a report of abuse that a law enforcement agency or DHS determines is founded.

Confidentiality of Records

The name, address and other identifying information about the employee who made the report are confidential and are not accessible for public inspection.

Upon request from law enforcement or DHS the district shall immediately provide requested documents or materials to the extent allowed by state and federal law.

Failure to Comply

Any district employee who fails to report a suspected abuse of a child as provided by this policy and the prescribed Oregon law commits a violation punishable by law. A district employee who fails to comply with the confidentiality of records requirements commits a violation punishable by the prescribed law. If an employee fails to report suspected abuse of a child or fails to maintain confidentiality of records as required by ~~this~~ policy or this administrative regulation, the employee will be disciplined up to and including dismissal.

Cooperation with Investigator

The district staff shall make every effort in suspected abuse of a child cases to cooperate with investigating officials as follows:

1. Any investigation of abuse of a child will be directed by the DHS or law enforcement officials as required by law. DHS or law enforcement officials wishing to interview a student shall present themselves at the school office and contact the school administrator, unless the school administrator is the subject of the investigation. When an administrator is notified that the DHS or law enforcement would like to interview a student at school, the administrator or a representative must request that the investigating official fill out the appropriate form (See JHFE/GBNAB-AR(2) – Abuse of a Child Investigations Conducted on District Premises). The administrator or representative should not deny the interview based on the investigator’s refusal to sign the form. If the student is to be interviewed at the school, the principal or representative

shall make a private space available. The principal or representative of the school may, at the discretion of the investigator, be present to facilitate the interview. If the investigating official does not have adequate identification the administrator shall refuse access to the student.

Law enforcement officials wishing to remove a student from the premises shall present themselves at the office and contact the administrator. The law enforcement official shall sign the student out in accordance with district procedures;

2. When the subject matter of the interview or investigation is identified to be related to suspected abuse of a child, district employees shall not notify parents or anyone else other than DHS or law enforcement agency and any school employee necessary to enable the investigation;
3. The principal or representative shall advise the investigator of any conditions of disability prior to any interview with the affected child;
4. District employees are not authorized to reveal anything that transpires during an investigation in which the employee participates, nor shall the information become part of the student's education records, except that the employee may testify at any subsequent trial resulting from the investigation and may be interviewed by the respective litigants prior to any such trial.

Nothing prevents the district from conducting its own investigation, unless another agency requests to lead the investigation or requests the district to suspend their investigation, or taking an employment action based on information available to the district before an investigation conducted by another agency is completed. The district will cooperate with agencies assigned to conduct such investigations.

1-855-503-7233

**Lebanon Community School District
Child Abuse Report Form**

ORS 418.750 requires that “any public or private official having reasonable cause to believe that any child with whom the official comes in contact in an official capacity has suffered abuse, or that any person with whom the official comes in contact in an official capacity has abused a child shall report or cause a report to be made....” Public officials include all school employees.

Information on Abuse Victim

Name of child: _____

Parent or guardian: _____

Address/City/Zip: _____

Phone: _____

Child’s birth date: _____ Age: _____ Grade: _____

Date and time of alleged abuse occurrence: _____

Nature and extent of alleged abuse, including any evidence of previous abuse: _____

Explanation given for the suspected abuse: _____

Any other information that might be helpful in establishing the possible cause of the abuse: _____

Identity of Alleged Perpetrator (if known): _____

Record of Report

Report to Department of Human Services phone number: _____

Employee making the report: _____

Person taking the report: _____

Date of report: _____ Time: _____

Signature of person completing this report

Date

Case # _____

Do not file in child’s school file

- Copy: Personnel Office if alleged perpetrator is an employee
- Copy: Building Principal
- Copy: Superintendent’s Office

Suspected Child Abuse Reporting and Follow-up Procedures Notice

1. All district employees having reasonable cause to believe that any child with whom he/she has come into contact has suffered abuse or neglect, as defined in state law, or that any adult with whom he/she is in contact has abused a child, will immediately notify the Services to Children and Families or the local law enforcement agency.
2. The district employee shall also inform his/her immediate supervisor and the district superintendent or designee as the person designated to receive child abuse reports.
3. The superintendent or designee, upon receiving a suspected child abuse report, shall initiate the following procedures:
 - a. Determine that the appropriate report has been filed with the designated agency.
 - b. If the alleged abuser is a district employee, determine whether there is reasonable cause to support the report and if so, place the employee on paid administrative leave.
 - c. Establish contact with the designated agency to determine disposition of the case.
 - d. As appropriate, conduct or cause to be conducted an investigation of the alleged abuse.
 - e. Determine whether to reinstate the employee and/or take disciplinary action against the employee.
 - f. Notify the person who initiated the report of action taken on the report.

This notice is to be posted in all school buildings.

Section 504 – Students

The district recognizes its responsibility to provide a free, appropriate public education to students with disabilities under Section 504 of the Rehabilitation Act of 1973. Accordingly, no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any district program or activity or those provided by the district through contractual or other arrangements. District aids, benefits and services will afford qualified students with disabilities equal opportunity to obtain the same result, gain the same benefit or reach the same level of achievement as students without disabilities in the most integrated setting appropriate to the student's needs. Programs and activities shall be accessible to and usable by individuals with disabilities as prescribed by law.

A qualified individual with disabilities under Section 504 is an individual who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment.

In compliance with the provisions of Section 504, the district will:

1. Provide written assurance of nondiscrimination in accordance with application procedures whenever the district receives federal money;
2. Designate an employee to coordinate compliance with Section 504;
3. Provide procedures to resolve complaints of discrimination under Section 504;
4. Provide notice to students, parents, employees, including those with vision or hearing impairments, of the district's policy and compliance with law assuring nondiscrimination in admission or access to, or treatment, in district programs, activities or employment. Notice will be included in student/parent and staff handbooks and other materials as appropriate;
5. Annually identify and locate all Section 504 qualified students with disabilities in the district who are not receiving a free appropriate, public education;
6. Ensure that tests and other evaluation materials have been validated, are administered by trained personnel, are tailored to assess educational need and are not based on IQ scores, and reflect what the tests purport to measure.
7. Provide nonacademic and extracurricular services and activities in such a manner as to afford students with disabilities an equal opportunity for participation in such services and activities;

8. Annually notify students with disabilities and their parents or guardians of the district's responsibilities under Section 504, including those with limited proficiency in English and those with vision or hearing impairments;
9. Provide parents or guardians with procedural safeguards, including notification of their right:
 - a. To be notified in writing of any decisions made by the district concerning the identification, evaluation or educational placement of their student pursuant to Section 504. The district will request parental consent prior to conducting an evaluation of the student;
 - b. To examine, copy and request amendments of the student's educational records;
 - c. To request an impartial hearing, with opportunity for participation by the student's parents or guardian and representation by counsel regarding district decisions concerning identification, evaluation or educational placement of their student. A review procedure will be provided.

Students identified as qualified individuals with disabilities under Section 504 shall be placed in the regular educational environment unless it is demonstrated by the district that the education of the student with the use of related aids and services in such a placement cannot be achieved satisfactorily. All placement decisions will be made by an evaluation team comprised of persons designated by the superintendent or designee, knowledgeable about the student, the meaning of the evaluation data and placement options.

Students will be reevaluated periodically, but no less than every three years. Additionally, before implementing discipline that constitutes a significant change in the placement (i.e., expulsion, serial suspensions which exceed 10 school days in a school year, a series of suspensions each of which is 10 or fewer school days in duration but that creates a pattern of exclusion), the district shall conduct a reevaluation of the student to determine whether the misconduct in question is caused by the student's disability and, if so, whether the student's current educational placement is appropriate.

If it is determined that the misconduct of the student is caused by the disability, the district's team will continue the evaluation, following the requirements of Section 504 and the Americans with Disabilities Act of 1990 and Americans with Disabilities Act Amendments Act of 2008 (ADA) for evaluation and placement to determine whether the student's current educational placement is appropriate. Due process procedures that meet the requirements of the IDEA may be used to meet the procedural safeguards of law. If it is determined that the misconduct is not caused by the student's disability, the student may be excluded from school in the same manner as are similarly situated students who do not have disabilities.

A student identified as a qualified individual with disabilities under Section 504, who is also covered by the Individuals with Disabilities Education Act, will be disciplined in accordance with Board policy JGDA/JGEA - Discipline of Students with Disabilities and accompanying administrative regulation.

A reevaluation will also be required before any other significant change in placement (i.e., transferring a student to alternative education, graduation from high school, significantly changing the composition of the student's class schedule, such as from regular education to the resource room, etc.).

END OF POLICY

Legal Reference(s):

[ORS 192.630](#)

[ORS 326.051\(1\)\(e\)](#)

[ORS 343.068](#)

[ORS 659.850](#)

[ORS 659.865](#)

[ORS 659A.103](#)

[ORS 659A.109](#)

[OAR 581-015-0054](#)

[OAR 581-021-0045](#)

[OAR 581-021-0046](#)

[OAR 581-021-0049](#)

[OAR 581-022-1140](#)

~~Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2006); 28 C.F.R. Part 35 (2006).
Rehabilitation Act of 1973, 29 U.S.C. §§ 791, 793-794 (2006).
Americans with Disabilities Amendments Act of 2008.~~

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2012); 29 C.F.R. Part 1630 (2017); 28 C.F.R. Part 35 (2017).

Rehabilitation Act of 1973, 29 U.S.C. §§ 791, 793-794 (2012).

Americans with Disabilities Amendments Act of 2008.

Nondiscrimination on the Basis of Handicap in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 104 (2017).

Section 504 – Students**/*

In order to meet the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 and the Americans with Disabilities Act Amendments Act of 2008 (ADA), the following procedures have been established:

Definitions

1. A student is considered a “qualified individual with disabilities” under Section 504 if he/she:
 - a. Has a physical or mental impairment which substantially limits one or more major life activities, even when mitigating measures, such as medication, prosthetics, hearing aids, etc., ameliorate the effects of the disability (e.g., any student receiving services under the Individuals with Disabilities Act (IDEA), students with diabetes). The term does not cover students disadvantaged by cultural, environmental or economic factors;
 - b. Has a record or history of such an impairment (e.g., a student with learning disabilities who has been decertified as eligible to receive special education under IDEA, a student who had cancer, a student in recovery from chemical dependencies);
 - c. Is regarded as having such an impairment. A person can be found eligible under this provision if he/she:
 - (1) Has a physical or mental impairment that does not substantially limit a major life activity but is treated by the district as having such a limitation;
 - (2) Has a physical or mental impairment that substantially limits a major life activity only as a result of the attitudes of others towards such impairment (e.g., a student who is obese);
or
 - (3) Has no physical or mental impairment but is treated by the district as having such an impairment (e.g., a student who tests positive with the HIV virus but has no physical effects from it).
 - d. Has a qualifying disability that is episodic or in remission.
2. “Physical or mental impairment” means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness and specific learning disabilities;

3. “Major life activities,” as defined by the ADA, means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, working, eating, sleeping, standing, lifting, bending, reading, concentrating, thinking, communicating; and major bodily functions including but not limited to functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine and reproductive functions;
4. “Program or activity” includes all district programs and activities. The district will also ensure that contracts with those who provide services to the district, such as alternative programs, also provide students with disabilities an equal opportunity to participate in the program or activity;
5. “Potentially disabling conditions” under Section 504, if they substantially limit a major life activity, may include, but are not limited to:
 - a. Attention deficit disorder (ADD);
 - b. Behavior disorders;
 - c. Chronic asthma and severe allergies;
 - d. Physical disabilities such as spina bifida, hemophilia and conditions requiring students to use crutches;
 - e. Diabetes.

District Responsibilities

The superintendent or his/her designee will:

1. Provide written assurance of nondiscrimination whenever the district receives federal money in accordance with application guidelines;
2. Designate an employee to coordinate the district’s compliance efforts with Section 504;
3. Provide procedures to resolve student, parent and employee complaints of discrimination;
4. Provide notice to students, parents, employees, including those with vision or hearing impairments, of the district’s policy of compliance with Section 504 prohibiting nondiscrimination in admission or access to or treatment or employment in district programs or activities. District aids, benefits and services will afford students with disabilities equal opportunity to obtain the same result, gain the same benefit or reach the same level of achievement as students without disabilities, in the most integrated setting appropriate to the student’s needs. Notice will specify the employee designated by the district to coordinate the district’s Section 504 compliance efforts;
5. Annually identify and locate Section 504 qualified students with disabilities in the district who qualify for services;
6. Annually notify students with disabilities and their parents or guardians of the district’s responsibilities under Section 504;

7. Provide parents or guardians with procedural safeguards:
 - a. Notice of their rights under Section 504, including the right to request an impartial hearing as provided by OAR 581-015-0109;
 - b. An opportunity to review relevant records.
8. Provide all employees assigned to work with a student with specialized needs to assist the student with educational, behavioral, medical, health or disability-related support access to the 504 Plan.

Transportation

1. If the district proposes to terminate transportation services for a student who qualifies for services under Section 504, the district will first determine the relationship between the student's behavior and his/her disability and provide the parent with notice of his/her rights.
2. If the district places a student in a program not operated by the district, the district will ensure that adequate transportation to and from the program is provided at no additional cost to the parent or student than would be incurred if the student were placed in programs operated by the district.

Evaluation

1. The district will conduct an evaluation of any student who, because of a disability, needs or is believed to need accommodations or related services. Such evaluation will be completed by an evaluation team comprised of a group of persons knowledgeable about the student, the meaning of the evaluation data and placement options. The team will be appointed by the superintendent or designee. Such evaluation will be completed before any action is taken with respect to the initial placement of the student in a regular or special education program and any subsequent, significant change in placement.

All employees assigned to work with a student with specialized needs to assist the student with educational, behavioral, medical, health or disability-related support needs of the student must be consulted with when the 504 Plan for the student is being developed, reviewed or revised. This includes being invited to, and compensated for attending, meetings regarding the students 504 Plan and other meetings regarding the student, when the decisions made and issues discussed are related to the responsibilities of the employee to support the student or when the employee has unique information about the student's needs and present level of performance.

2. Tests and other evaluation materials will:
 - a. Be validated and administered by trained personnel;
 - b. Tailored to assess educational need and not merely based on IQ scores;
 - c. Reflect aptitude or achievement. All tests must measure what they purport to measure.

Placement

1. In interpreting evaluation data and making placement decisions, the evaluation team will:
 - a. Draw upon information from a variety of sources;
 - b. Ensure that all relevant information is documented and considered;

- c. Ensure that the student is educated with students without disabilities to the maximum extent possible.

Reevaluations

1. The evaluation team will periodically reevaluate all students identified as qualified to receive services under Section 504. Minimally, students will be reevaluated every three years.
2. A reevaluation will be conducted by the evaluation team whenever a significant change in placement occurs. Examples of significant changes in placement include, but are not limited to:
 - a. Expulsion;
 - b. Serial suspensions which exceed 10 school days in a school year. Consideration will be given to the frequency of suspensions, the length of each and their proximity to one another;
 - c. Transferring or placing the student in alternative education or other such programs;
 - d. Graduation;
 - e. Significantly changing the composition of the student's class schedule (e.g., moving the student from regular education to the resource room, etc.).

Discipline

1. Before implementing a suspension or expulsion that constitutes a significant change in the placement of a student with disabilities under Section 504, the evaluation team will conduct a reevaluation of the student to determine whether the misconduct in question is caused by the student's disability and, if so, whether the student's current educational placement is appropriate:
 - a. If it is determined that the misconduct of the student is caused by the student's disability, the evaluation team will continue the evaluation, following the requirements of Section 504 and the ADA for evaluation and placement, to determine whether the student's current educational placement is appropriate. Due process procedures that meet the requirements of IDEA may be used to meet the procedural safeguards of law;
 - b. If it is determined that the misconduct is not caused by the student's disability, the student may be excluded from school in the same manner as are similarly situated students who do not have disabilities.
2. When the placement of a student with disabilities under Section 504 is changed for disciplinary reasons, the student and his/her parents are entitled to the procedural protections as specified above. These protections include appropriate notice to parents, an opportunity for their examination of pertinent records, an impartial hearing with the participation of the parents and an opportunity for representation by counsel and a review procedure.
3. The district may take disciplinary action against a student with disabilities under Section 504 who is engaged currently in the use of alcohol or illegal drugs to the same extent that it takes disciplinary action against students not having disabilities. As provided by law, due process procedures specified above will not apply to disciplinary actions arising from the use or possession of alcohol or illegal drugs. Regularly established district due process procedures will, however, be provided.
4. Students with disabilities under Section 504 who are also covered by IDEA will be disciplined in accordance with Board policy JGDA/JGEA - Discipline of Students with Disabilities and accompanying administrative regulation.

Complaints

Student, parent or staff complaints of noncompliance with the provisions of Section 504 will be reported to the superintendent or designee and processed in accordance with established district complaint procedures.

Student Health Services**

{Highly recommended policy. The requirement for school districts to develop and implement a health services plan comes from OAR 581-022-2220.}

Although the district's primary responsibility is to educate students, the students' health and general welfare is also an important Board responsibility. The Board believes school programs should be conducted in a manner that protects and enhances student and employee health and is consistent with good health practices. A health services plan shall be developed, implemented, and updated annually. The plan shall describe a health services program for all students at each facility that is owned or leased where students are present for regular programming.

The district shall maintain a written prevention-oriented health services plan for all students. The health services plan will¹:

1. Explain available health care space that is appropriately supervised and adequately equipped for providing health care and administering medication or first aid;
2. Refer to available communicable disease prevention and management plan that includes school-level protocols²;
3. Outline a district-to-school communication plan³;
4. Provide information about health screenings, including immunizations and TB certificate requirements;
5. Describe how services for all students, including those who are medically complex, medically fragile or nursing dependent, and those who have approved 504 plans, individual education program plans, and individualized health care plans or special health care needs are managed⁴;
6. Integrate school health services with school health education programs and coordinate with health and social service agencies, public and private;
7. Describe how hearing, vision and dental screenings are managed and/or verified for required students⁵;

¹ For exact language and complete requirement, see OAR 581-022-2220(1).

² For specific protocol content requirements, see OAR 581-022-2220(1)(b).

³ For requirements of this plan see OAR 581-022-2220(1)(c).

⁴ For more information regarding these requirements see ORS 336.201 and 339.869, OARs 581-021-0037, 581-015-2040, 581-015-2045, 851-045-0040 – 0060, and 851-047-0010 – 0030.

⁵ For vision screening or eye examination or dental screening information see ORS 336.211 and 336.213.

8. Include a process to assess and determine a student’s health services needs, including availability of a nurse to assess student nursing needs upon, during, and following enrollment with one or more new medical diagnose(s) impacting a student’s access to education, and implement a student’s individual health plan prior to attending school⁶;
9. Comply with OR-OSHA Bloodborne Pathogens Standards for all persons who are assigned to job tasks which may put them at risk for exposure to body fluids⁷;
10. Refer to adopted policy and procedures for medications in accordance with Oregon law⁸;
11. Include guidelines for the management of students who are medically complex, medically fragile, or nursing dependent as defined by ORS 336.201, including students with life-threatening food allergies and adrenal insufficiency while the student is in school, at a school-sponsored activity, under the supervision of school personnel, in before-school or after-school care programs on school-owned property, and in transit to or from school or school-sponsored activities⁹[; and][.]
12. List the positions in the district which shall be required to obtain and maintain a first-aid/CPR/AED card in accordance with OAR 581-022-2220(3).

Any nurse(s) employed by the district and providing services to students on behalf of the district shall be licensed in Oregon to practice as a registered nurse or nurse practitioner or be a licensed practical nurse (LPN) in alignment with LPN supervision requirements of OAR 851-045-0050 – 0060.

A nurse employed by the district shall follow all applicable requirements of ORS Chapter 678 and OAR Chapter 851. This includes, but is not limited to, delegation in accordance with OAR 851-047, which includes performing a nursing assessment of a student prior to delegation, providing adequate supervision during the delegation, and evaluating the skills, ability and willingness of the delegee.¹⁰

A nurse employed by the district will function as an integral member of the instructional staff, serving as a resource person to teachers in securing appropriate information and materials on health-related topics.]

The district provides a menstrual product dispenser with a variety of products in every student bathroom¹¹ which meets the requirements of law.

END OF POLICY

⁶ For definitions for this policy see ORS 336.201.

⁷ OAR 437-002-0360 lists various health and safety regulations that apply in the employment setting.

⁸ Medication laws can be found in ORS 339.866 – 339.874 and OAR 581-021-0037; relevant Board policy includes JHCD/JHCDA - Medications.

⁹ For guideline requirements see OAR 581-022-2220(1)(k).

¹⁰ For additional delegation requirements see OAR [851-047-0030](#).

¹¹ “Student bathroom” means a bathroom that is accessible by students, including a gender-neutral bathroom, a bathroom designated for females, and a bathroom designated for males. (OAR 581-021-0587)

Legal Reference(s):

[ORS 329.025](#)

[ORS 332.107](#)

[ORS 336.201](#)

[ORS 336.204](#)

[ORS 336.211 – 336.214](#)

[OAR 581-021-0017](#)

[OAR 581-021-0031](#)

[OAR 581-021-0587](#)

[OAR 581-021-0590](#)

[OAR 581-022-2050](#)

[OAR 581-022-2220](#)

[OAR 581-022-2515](#)Every Student Succeeds Act, 20 U.S.C. § 7928 (2018).

Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (2018).

MEMORANDUM

Lebanon Community Schools

Code: **GBEB**
Adopted: 12/14/17
Readopted: 12/10/20

Communicable Diseases –~~Staff in Schools~~

The district shall provide reasonable protection against the risk of exposure to communicable disease for **students and** employees while engaged in the performance of their duties. Reasonable protection from communicable disease is generally attained through immunization, exclusion or other measures as provided by Oregon law, by the local health department or in the *Communicable Disease Guidance for Schools* published by the Oregon Department of Education (ODE) and the Oregon Health Authority (OHA).

~~A student or~~ employee may not attend ~~school or work, respectively,~~ while in a communicable stage of a restrictable disease or when an administrator has reason to suspect ~~that~~ the ~~student or~~ employee has or has been exposed to any disease for which exclusion is required in accordance with law ~~and per administrative regulation GBEB-AR-Communicable Diseases—Staff. If the disease is a reportable disease, the administrator will report the occurrence to the local health department.~~ The district may provide an educational program in an alternative setting. Services will be provided to students required by law.

Employees shall comply with all other measures adopted by the district and with all rules adopted by Oregon Health Authority, Public Health Division, and the local health department.

~~Employees shall provide services to students as required by law. In cases when a restrictable or reportable disease is diagnosed and confirmed for a student, the administrator shall inform the appropriate employees with a legitimate educational interest to protect against the risk of exposure.~~

The district shall protect the confidentiality of ~~an~~ each student's and employee's health condition/ and record to the extent possible and consistent with federal and state law. ~~In cases when a restrictable or reportable disease is diagnosed and confirmed for a student, the administrator may inform employees with a legitimate educational interest.~~

The district will include, as part of its **general** emergency plans, a description of the actions to be taken by district staff in ~~the case of a declared public health emergency or other catastrophe that disrupts district operations-buildings and by~~ the district in response to medical emergencies.

~~The superintendent will develop administrative regulations necessary to implement this policy.~~

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

[ORS 431.150](#) to -431.157

[ORS 433.001](#) to -433.~~526004~~

[ORS 433.010](#)

[ORS 433.110](#)

[ORS 433.235-433.284](#)

[OAR 333-018](#)

[OAR 333-019-0010](#)

[OAR 333-019-0014](#)

[OAR 437-002-0360](#)

[OAR 437-002-0377](#)

[OAR 581-022-2220](#)

[OAR 581-022-2225](#)

OREGON DEPARTMENT OF EDUCATION and OREGON HEALTH AUTHORITY, *Communicable Disease Guidance for Schools (2020)*. Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (~~20192023~~). Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d to -1320d-8 (2018); 45 C.F.R. Parts 160, 164 (~~20192023~~).

Communicable Diseases —~~Staff in Schools~~

In accordance with state law, administrative rule, the local health authority and the *Communicable Disease Guidance*, the procedures established below will be followed.

1. “Restrictable diseases” are defined by rule¹ and include but are not limited to COVID-19², chickenpox, diphtheria, hepatitis A, hepatitis E, measles, mumps, pertussis, rubella, Salmonella enterica serotype Typhi infection, scabies, Shiga-toxigenic Escherichia coli (STEC) infection, shigellosis and infectious tuberculosis, and may include a communicable stage of hepatitis B infection ~~if in a child who~~, in the opinion of the local health officer, ~~the person~~ poses an unusually high risk to others ~~children~~ (e.g., ~~a child that~~ exhibits uncontrollable biting or spitting). Restrictable disease also includes any other communicable disease identified in an order issued by the Oregon Health Authority or the local public health officer as posing a danger to the public’s health. ~~A disease is considered to be a restrictable disease if it is listed in Oregon Administrative Rule (OAR) 333-019-0010, or it has been designated to be a restrictable disease by the local public health administrator after determining that it poses a danger to the public’s health.~~
2. “Susceptible” for a child means lacking documentation of immunization required under OAR 333-050-0050, or if immunization is not required, lacking evidence of immunity to the disease.
3. “Susceptible” for ~~an~~ a school employee means lacking evidence of immunity to the disease.
4. “Reportable diseases” means a disease or condition, the reporting of which enables a public health authority to take action to protect or to benefit the public health.

Restrictable Diseases

1. ~~An~~ student or employee of the district will not attend school or work, respectively, at a district school or facility while in a communicable stage of a restrictable disease, ~~including a communicable state of COVID-19~~³, unless authorized to do so under Oregon law. When an administrator has reason to suspect that ~~an~~ student or employee has a restrictable disease, the administrator shall send ~~the employee them~~ home.
2. An administrator shall exclude ~~an~~ susceptible student or employee if the administrator has reason to suspect ~~that an employee has they have~~ been exposed to measles, mumps, rubella, diphtheria, pertussis, hepatitis A, or hepatitis B, unless the local health officer determines that exclusion is not necessary to protect the public’s health. The administrator may request the local health officer to make a determination as allowed by law. If the disease is reportable, the administrator ~~will or designee may~~ report the occurrence to the local health department.

¹ OAR 333-019-0010 lists restrictable diseases.

² ~~Added per OAR 333-019-1000(2).~~

³ ~~“Communicable stage of COVID-19” means having a positive presumptive or confirmed test of COVID-19.~~

- ~~3. An administrator shall exclude an employee if the administrator has been notified by a local public health administrator or local public health officer that the employee has had a substantial exposure to an individual with COVID-10 and exclusion is deemed necessary by same.~~
4. A ~~student or~~ employee will be excluded in such instances until such time as the ~~student or~~ employee, ~~respectively~~, presents a certificate from a physician, a physician assistant licensed under Oregon Revised Statute (ORS) 677.505-677.525, a nurse practitioner licensed under ORS 678.375-678.390, local health department nurse or school nurse stating that the ~~student or~~ employee does not have or is not a carrier of any restrictable disease. ~~An exclusion for chickenpox, scabies, staphylococcal skin infections, streptococcal infections, diarrhea or vomiting may be removed by a school nurse or health care provider.~~
- ~~5. An administrator may allow attendance of an employee restricted for chickenpox, scabies, staphylococcal skin infections, streptococcal infections, diarrhea or vomiting if the restriction has been removed by a school nurse or health care provider.~~
6. More stringent exclusion standards for ~~students or~~ employees from school or work may be adopted by the local health department.
- ~~7. The district's emergency plan shall address the district's plan with respect to a declared public health emergency at the local or state level.~~

Reportable Diseases Notification

1. All employees shall comply with all reporting measures adopted by the district and with all rules set forth by Oregon Health Authority, Public Health Division and the local health department.
2. An administrator may seek confirmation and assistance from the local health officer to determine the appropriate district response when the administrator is notified that an employee or ~~a~~ student has been exposed to a restrictable disease ~~that~~ which is also a reportable disease.
3. District staff with impaired immune responses, that are of childbearing age or some other medically fragile condition, should consult with a medical provider for additional guidance⁴.
4. An administrator shall determine other persons who may be informed of an employee's communicable disease, or that of a student's when a legitimate educational interest exists or for health and safety reasons, in accordance with law.

Equipment and Training

1. The administrator or designee shall, ~~on a case by case basis~~, determine what equipment and/or supplies are necessary in a particular classroom or other setting in order to prevent disease transmission.

⁴ Refer to *Communicable Disease Guidance for Schools* published by the Oregon Health Authority and the Oregon Department of Education.

2. The administrator or designee shall consult with the district's school nurse or other appropriate health officials to provide special training in the methods of protection from disease transmission.
3. All district personnel will be instructed annually to use the proper precautions pertaining to blood and body fluid exposure per the Occupational Safety and Health Administration (OSHA). (*See* policy EBBAA)

Immunization, ~~Physical Examination, Vision Screening/Eye Examination and Dental Screening~~ and School Sports Participation**

Immunization

Proof of immunization must be presented at the time of initial enrollment¹ in school or within 30 days of transfer to the district in accordance with Oregon law. Proof consists of a signed Certificate of Immunization Status form documenting either evidence of immunization, a religious, philosophical beliefs and/or medical exemption.²

~~Physical Examination~~ School Sports Participation

A student participating in extracurricular sports in grades 7 through 12 is required to submit to an appropriate School Sports Pre-Participation Examination³ prior to their initial participation in a related district program. The form⁴ is to be completed and signed by a parent or guardian giving permission for the student to participate and signed by a medical provider authorized by law⁵ who has examined and evaluated the student. The completed form(s) must be returned to the school office.

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

~~All students participating in athletic programs are required to submit to the district a School Sports Pre-participation Examination³ form prior to their initial participation in a district athletic program. The form is to be completed and signed by a parent or guardian and physician giving permission for the student to participate.~~

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

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

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

²Documentation requirements for exemptions are outlined in ORS 433.267.

³Form available at www.osaa.org/governance/forms.

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

⁴ The form may be used in either a hard copy or electronic format.

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

of Athletic Trainers or a physician licensed pursuant to ORS 677.100 - 677.228 has determined the student has not suffered a concussion.⁶ Except as allowed above, a student excluded for concussion reasons will not be allowed to return to participate in an athletic event or training until the following three conditions have been met:

1. It is not the same day as the student exhibited signs, symptoms or behaviors, experienced a blow to the head or body, or was diagnosed with a concussion;
2. The student no longer exhibits signs, symptoms or behaviors consistent with a concussion; and

The student has received a medical release form from a health care professional⁷.

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

~~Vision Screening or Eye Examination~~

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

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

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

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

~~Dental Screening~~

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

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

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

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

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

- ~~1. The student submitted a certification to a prior education provider;~~
- ~~2. The dental screening is contrary to the religious beliefs of the student or the parent or guardian of the student; or~~
- ~~3. The dental screening is a burden for the student or the parent or guardian of the student in the following ways:

 - ~~a. The cost of obtaining the dental screening is too high;~~
 - ~~b. The student does not have access to an approved screener;~~
 - ~~c. The student was unable to obtain an appointment with an approved screener.~~~~

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

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

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

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

END OF POLICY

Legal Reference(s):

~~[ORS 326.580](#)
[ORS 336.211](#)
[ORS 336.213](#)
[ORS 336.214](#)
[ORS 336.479](#)~~

~~[ORS 336.485 - ORS 336.490](#)
[ORS 433.235 - 433.280](#)
[OAR 333-019-0010](#)
[OAR 333-050-0010 – 050-0120](#)
[OAR 581-021-0031](#)~~

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

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

~~Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2020/2024).~~

~~OREGON SCHOOL ACTIVITIES ASSOCIATION, *OSAA HANDBOOK*.~~

Medications**/*

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

1. Definitions

- a. “Medication” means any drug, chemical compound, suspension or preparation in suitable form for use as a curative or remedial substance taken internally or externally but not injected except for premeasured doses of epinephrine, medication to treat adrenal insufficiency and glucagon to treat severe hypoglycemia. Medication includes any prescription for bronchodilators or autoinjectable epinephrine prescribed by a student’s Oregon licensed health care professional for asthma or severe allergies.
- b. “Prescription medication” means any medication that under federal law requires a prescription by a prescriber.
- c. “Nonprescription medication” means medication that under federal law does not require a prescription from a prescriber.
- d. “Adrenal crisis” means adrenal crisis as defined in Oregon Revised Statute (ORS) 433.800.
- e. “Adrenal insufficiency” means adrenal insufficiency as defined in ORS 433.800.
- f. “Notice of a diagnosis of adrenal insufficiency” means written notice to the district from a student or the parent or guardian of a student who has been diagnosed as adrenal insufficient with a copy of an order from the student’s primary care provider that includes the student’s diagnosis, description of symptoms indicating the student is in crisis, prescription for medication to treat adrenal insufficiency crisis and instructions for follow-up care after medication to treat adrenal insufficiency crisis has been administered.
- g. “Prescriber¹” means a doctor of medicine or osteopathy, a physician assistant licensed to practice by the Board of Medical Examiners for the state of Oregon, an Oregon-licensed, advance practice registered nurse with prescriptive authority, a dentist licensed by the Board of Dentistry for the state of Oregon, an optometrist licensed by the Board of Optometry for the state of Oregon, a naturopathic physician licensed by the Board of Naturopathy for the state of Oregon or a pharmacist licensed by the Board of Pharmacy for the state of Oregon.
- h. “Qualified trainer” means a person who is familiar with the delivery of health services in a school setting and who is a registered nurse licensed by the Oregon State Board of Nursing, a doctor of medicine or osteopathy or a physician assistant licensed by the Board of Medical Examiners for the state of Oregon, or a pharmacist licensed by the Board of Pharmacy for the state of Oregon.

¹A registered nurse who is employed by a public or private school, ESD or local public health authority to provide nursing services at a public or private school may accept an order from a physician licensed to practice medicine or osteopathy in another state or territory of the U.S. if the order is related to the care or treatment of a student who has been enrolled at the school for not more than 90 days

- i. “Severe allergy” means a life-threatening hypersensitivity to a specific substance such as food, pollen, dust or insect sting.
- j. “Asthma” means a chronic inflammatory disorder of the airways that requires ongoing medical intervention.
- k. “Designated personnel” means the school personnel designated to administer medication pursuant to district policy and procedure.

2. Designated Staff/Training

- a. The principal will designate personnel authorized to administer prescription or nonprescription medication to a student while the student is in school, at a school-sponsored activity, under the supervision of school personnel, in a before-school or after-school care programs on school-owned property and in transit to or from school or a school-sponsored activity, as required by Oregon law. The principal will supervise and ensure building and activity practices and procedures are consistent with the requirements of law, rules and this administrative regulation.
- b. The principal will ensure the training required by Oregon law is provided to designated personnel. Training must be conducted by a qualified trainer. Training will be provided annually to designated personnel authorized to administer medication to students. The first year and every third year of training requires in-person instruction; during the intervening years, designated personnel may complete an online training that has been approved by the Oregon Department of Education (ODE) so long as a trainer is available within a reasonable amount of time following the training to answer questions and provide clarification.
- c. Training will provide an overview of applicable provisions of Oregon law, administrative rules, district policy and administrative regulations and include, but not be limited to, the following: safe storage, handling, monitoring medication supplies, disposing of medications, record keeping and reporting of medication administration and errors in administration, emergency medical response for life-threatening side effects, allergic reactions or adrenal insufficiency, and student confidentiality. Materials as recommended and/or approved by the ODE will be used.
- d. A copy of the district’s policy and administrative regulation will be provided to all staff authorized to administer medication to students and others, as appropriate.
- e. A statement that the designated personnel has received the required training will be signed by the staff member and filed in the district office.

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

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

4. Administering Naloxone or Other Similar Medication to a Student or Other Individual

A premeasured dose of Naloxone or any other similar medication that is in any form available for safe administration and that is designed to rapidly reverse an overdose of an opioid drug may be administered by trained, designated personnel to any student or other individual on school premises who the person believes in good faith is experiencing an opioid overdose.

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

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

- a. Upon notice of a diagnosis of adrenal insufficiency, as defined in Oregon Administrative Rule (OAR) 581-021-0037, the building principal will designate one or more school personnel to be responsible for administering the medication to treat adrenal insufficiency;
- b. The designated personnel will successfully complete training to administer medication to treat a student who has adrenal insufficiency and is experiencing symptoms of adrenal crisis in accordance with the rules adopted by the Oregon Health authority;
- c. The student or the student's parent or guardian must provide adequate supply of the student's prescribed medication to the district;
- d. The district will require the development of an individualized health care plan for the student that includes protocols for preventing exposures to allergens, and establishes if or when a student may self-carry prescription medication when the student has not been approved to self-administer medication;
- e. In the event that a student experiences symptoms of adrenal crisis and the designated personnel determines the medication to treat adrenal insufficiency should be administered, any available staff member will immediately call 911 and the student's parent or guardian.

6. Administering Medications to a Student

- a. A request to permit designated personnel to administer medication to a student may be approved by the district and is subject to the following:
 - (1) A written request for t designated personnel to administer prescription medication to a student, if because of the prescribed frequency or schedule, the medication must be given while the student is in school, at a school-sponsored activity, while under the supervision of school personnel and in transit to or from school or a school-sponsored activity, must be submitted to the school office and shall include:
 - (a) The written permission of the student's parent or guardian or the student if the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675; and
 - (b) The written instruction from the prescriber for the administration of the medication to the student that includes:
 - (i) Name of the student;
 - (ii) Name of the medication;
 - (iii) Method of administration;
 - (iv) Dosage;
 - (v) Frequency of administration;
 - (vi) Other special instructions from the prescriber, if any; and
 - (vii) Signature of the prescriber.

The prescription label prepared by a pharmacist at the direction of the prescriber, will be considered to meet this requirement if it contains the information listed in (i)-(vi) above.

- (2) A written request for designated personnel to administer nonprescription medication to a student must be submitted to the school office and is subject to the following:
 - (a) The nonprescription medication is necessary for the student to remain in school;
 - (b) The nonprescription medication is provided in the original manufacturer's container by the parent or guardian of the student;
 - (c) The written instruction from the student's parent or guardian for the administration of the nonprescription medication includes:
 - (i) Name of the student;
 - (ii) Name of the medication;
 - (iii) Method of administration;
 - (iv) Dosage;
 - (v) Frequency of administration;
 - (vi) Other special instructions, if any; and
 - (vii) Signature of the student's parent or guardian.

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

- (d) If the nonprescription medication is not approved by the Food and Drug Administration (FDA), a written order from the student's prescriber is required and will include:
 - (i) Name of the student;
 - (ii) Name of the medication;
 - (iii) Dosage;
 - (iv) Method of administration;
 - (v) Frequency of administration;
 - (vi) A statement that the medication must be administered while the student is in school;
 - (vii) Other special instructions, if any; and
 - (viii) Signature of the prescriber.
- b. An individualized health care and allergy plan will be developed for a student with a known life-threatening allergy and will include protocols for preventing exposures to allergens and procedures for responding to life-threatening allergic reactions while the student is in school, at a school-sponsored activity, while under the supervision of school personnel, in a before-school or after-school care program on school-owned property and in transit to or from school or a school-sponsored activity, and will include a determination on if or when the student may self-carry prescription medication if the student has not been approved to self-administer medication;

- c. It is the student's parent or guardian's, or the student's if the student is allowed to seek medical care without parental consent, responsibility to ensure that an adequate amount of medication is on hand at the school for the duration of the student's need to take medication;
- d. It is the student's parent or guardian's, or the student's if the student is allowed to seek medical care without parental consent, responsibility to ensure that the school is informed in writing of any changes in medication instructions;
- e. In the event a student refuses medication, the parent or guardian will be notified immediately, except where a student is allowed to seek medical care without parental consent. No attempt will be made to administer medication to a student who refuses a medication;
- f. Any error in administration of a medication will be reported to the parent or guardian immediately, except where a student is allowed to seek medical care without parental consent and documentation will be made on the district's Accident/Incident Report form. Errors include, but are not limited to, administering medication to the wrong student, administering the wrong medication, dose, frequency of administration or method of administration;
- g. Medication shall not be administered until the necessary permission form and written instructions have been submitted as required by the district.

7. Administration of Medication by a Student to Themselves

- a. A student, including a student in grade K through 12 with asthma or severe allergies, may be permitted to administer medication to themselves without assistance from designated personnel and is subject to the following:
 - (1) A student must demonstrate the ability, developmentally and behaviorally, to self-administer prescription medication and must have:
 - (a) A permission form from a parent or guardian, except when the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675, and other documentation requested by the district must be submitted for self-medication of all prescription medications;
 - (b) If the student has asthma, diabetes and/or a severe allergy, a medication that is prescribed by prescriber and a written treatment plan developed by a prescriber or other Oregon licensed health care professional for managing of the student's asthma, diabetes and/or severe allergy, and directs use by the student while the student is in school, at a school-sponsored activity, while under the supervision of school personnel, in a before-school or after-school care programs on school-owned property and in transit to or from school or a school-sponsored activity. The prescriber will include acknowledgment that the student has been instructed in the correct and responsible use of the prescribed medication;
 - (c) The permission to self-administer the medication from a building administrator and a prescriber or registered nurse practicing in a school setting.
 - (2) A student must demonstrate the ability, developmentally and behaviorally, to self-administer nonprescription medication and must have:
 - (a) The written permission of the student's parent or guardian, except when the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675;

- (b) The student's name affixed to the manufacturer's original container; and
 - (c) The permission to self-administer medication from a building administrator.
- (3) A student must demonstrate the ability, developmentally and behaviorally, to self-administer nonprescription medication that is not approved by the FDA and must have:
- (a) The written permission of the student's parent or guardian, except when the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675; and
 - (b) A written order from the student's prescriber that includes:
 - (i) Name of the student;
 - (ii) Name of the medication;
 - (iii) Dosage;
 - (iv) Method of administration;
 - (v) Frequency of administration;
 - (vi) A statement that the medication must be administered while the student is in school;
 - (vii) Other special instructions, if any; and
 - (viii) Signature of the prescriber.
- b. The student may have in their possession only the amount of medication needed for that school day, except for manufacturer's packaging that contains multiple dosage, the student may carry one package, such as, but not limited to, autoinjectable epinephrine or bronchodilators/inhalers;
 - c. Sharing and/or borrowing of any medication with another student is strictly prohibited;
 - d. For a student who has been prescribed bronchodilators or epinephrine, the designated personnel will request that the parent or guardian provide backup medication for emergency use by that student. Backup medication, if provided, will be kept at the student's school in a location to which the student has immediate access in the event the student has an asthma and/or severe allergy emergency;
 - e. Upon written request from a parent or guardian, and with a prescriber's written statement that the lack of immediate access to a backup autoinjectable epinephrine may be life threatening to a student, and the location the school stores backup medication is not located in the student's classroom, a process shall be established to allow the backup autoinjectable epinephrine to be kept in a reasonably secure location in the student's classroom;
 - f. A student shall not administer medication to themselves until the necessary permission form and written instructions have been submitted as required by the district;
 - g. Permission for a student to administer medication to themselves may be revoked if the student violates the Board policy and/or this regulation.
 - h. A student may be subject to discipline, up to and including expulsion, as appropriate;
 - i. A student permitted to administer medication to themselves may be monitored by designated personnel to monitor the student's response to the medication.
8. Handling, Monitoring, and Safe Storage of Medication Supplies for Administering Medication to Students

- a. Medication administered by designated personnel to a student or self-administered by a student, must be delivered to the school in its original container, accompanied by the permission form and written instructions, as required above.
- b. Medication in capsule or tablet form and categorized as a sedative, stimulant, anticonvulsant, narcotic analgesic or psychotropic medication will be counted by designated personnel in the presence of another district employee upon receipt, documented in the student's medication log and routinely monitored during storage and administration. Discrepancies will be reported to the principal immediately and documented in the student's medication log. For such medication not in capsule or tablet form, standard measuring and monitoring procedures will apply.
- c. Designated personnel will follow the written instructions of the prescriber and the student or the student's parent or guardian and training guidelines as may be recommended by the ODE for administering all forms of prescription and/or nonprescription medications.
- d. Medication will be secured as follows:
 - (1) Non-refrigerated medications will be stored in a locked cabinet, drawer or box used solely for the storage of medication;
 - (2) Medications requiring refrigeration will be stored in a separate refrigerator used solely for the storage of medication;
 - (3) Access to medication storage keys will be limited to the principal and designated personnel.
- e. Designated personnel will be responsible for monitoring all medication supplies and for ensuring medication is secure at all times, not left unattended after administering and that the medication container is properly sealed and returned to storage.
- f. In the event medication is running low or an inadequate dosage is on hand to administer the medication, the designated personnel will notify the student's parent or guardian or the student (in situations involving ORS 109.610, 109.640 and 109.675) immediately.

9. Emergency Response

- a. Designated personnel will notify 911 or other appropriate emergency medical response systems and administer first aid, as necessary, in the event of life-threatening side effects that result from district-administered medication or from student self-medication or allergic reactions. The parent or guardian, school nurse, and principal will be notified immediately.
- b. Minor adverse reactions that result from district-administered medication or from student self-medication will be reported to the parent or guardian immediately, except when the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675.
- c. Any available district staff will immediately call 911 and the student's parent or guardian if the designated personnel believes the student is experiencing symptoms of adrenal crisis and plans to administer medication.

10. Disposal of Medications

- a. Medication not picked up by the student's parent or guardian, or the student when allowed pursuant to ORS 109.610, 109.640 and 109.675, at the end of the school year or within five

school days of the end of the medication period, whichever is earlier, will be disposed of by designated personnel in a nonrecoverable fashion as follows:

- (1) Medication will be removed from its original container and personal information will be destroyed;
- (2) ~~Controlled medications will be placed in medication neutralizer and disposed of in accordance with product directions.~~
- (3) ~~Solid medications will be crushed, mixed or dissolved in water, liquid medications will be mixed or dissolved in water;~~
- (4) ~~Mixed with an undesirable substance, such as coffee grounds, kitty litter, flour; and~~
- (5) ~~Placed in impermeable non-descriptive containers, e.g. empty cans or sealable bags, and placed in the trash.~~

~~Prescriptions will be flushed down the toilet **only** if the accompanying patient information specifically instructs it is safe to do so.~~

~~Other medications will be disposed of in accordance with established training procedures.~~

Other medication will be disposed of in accordance with established training procedures including sharps and glass.

- b. All medication will be disposed of by designated personnel in the presence of another school employee and documented as described in Section 10, below.

11. Transcribing, Recording, and Record Keeping

- a. A medication log will be maintained for each student administered medication by the district. The medication log will include, but not be limited to:
 - (1) The name of the student, name of medication, dosage, method of administration, date and time of administration, frequency of administration and the name of the person administering the medication;
 - (2) Student refusals of medication;
 - (3) Errors in administration of medication;
 - (4) Incidents of emergency and minor adverse reaction by a student to medication;
 - (5) Discrepancies in medication supply;
 - (6) Disposal of medication including date, quantity, manner in which the medication was destroyed and the signature of the staff involved.
- b. All records relating to administration of medications, including permissions and written instructions, will be maintained in a separate medical file apart from the student's education records file unless otherwise related to the student's educational placement and/or individualized education program. Records will be retained in accordance with applicable provisions of OAR 166-400-0010(17) and OAR 166-400-0060(29).
- c. Student health information will be kept confidential. Access shall be limited to those designated personnel authorized to administer medication to students, the student and their parent or guardian. Information may be shared with other staff with a legitimate educational

interest in the student or others as may be authorized by the parent or guardian in writing or others as allowed under state and federal law.

Lebanon Community Schools

Code: **DJCA**
Adopted: 8/6/09
Readopted: 5/6/10
Orig. Code(s): DJCA

Personal Services Contracts

The district may enter into personal services contracts with qualified professionals as provided by ORS 279A.055. Personal services contracts, as used in this policy, means contracts for specialized skills, knowledge and resources in the application of highly technical or scientific expertise or the exercise of professional, artistic or management discretion or judgment. The district may enter into a personal services contract with a current district employee only when the individual meets independent contractor status in accordance with state, Public Employees Retirement System (PERS) and Internal Revenue Service (IRS) requirements.

Selection of a personal services contractor will be based primarily on qualifications and performance history, expertise, knowledge and creativity and the ability to exercise sound professional judgment.

All personal services contracts shall be based on demonstrated qualifications and competence to perform the required services, encourage competition, discourage favoritism and obtain services at a fair and reasonable price.

Contracts for personal services in excess of \$75,000 shall require prior Board approval.

The superintendent will develop administrative regulations as necessary to implement this policy.

END OF POLICY

Legal Reference(s):

[ORS Chapters 279, 279A, 279B and 279C](#)
[279B](#)

[ORS 332.107](#)
[ORS 670.600](#)

[OAR 459-010-0030](#)

INTERNAL REVENUE SERVICE, PUBLICATION 1779: INDEPENDENT CONTRACTOR OR EMPLOYEE.

Lebanon Community Schools

Code: **EBBA**
Adopted: 5/15/97
Readopted: 5/6/10
Orig. Code(s): EBBA

First Aid**

In cases of illness or injury to a student or staff member, first aid will be given by school staff in accordance with district procedures.

Each principal is charged with providing for the immediate care of ill or injured persons within his/her area of responsibility.

Staff members shall report self-administered first aid treatment to an immediate supervisor.

In each school, procedures for handling health emergencies will be established and made known to the staff. Each school and school vehicle will be equipped with appropriate first-aid supplies and equipment.

All employees are expected to know where first-aid supplies and equipment are kept in their work areas. Designated employees in each building shall hold current first-aid cards. In compliance with Oregon Administrative Rules, each school shall have at a minimum, at least one staff member with a current first aid card for every 60 students enrolled or an emergency response team for each building. Such team shall consist of no less than six persons who hold current first aid/CPR cards and who are trained annually in the district's emergency plans. Names of the designated employees will be posted.

END OF POLICY

Legal Reference(s):

[ORS 30.800](#)
[ORS 342.126](#)

[OAR 437-002-0120 to -0139](#)
[OAR 437-002-0161](#)
[OAR 437-002-0360](#)
[OAR 437-002-0377](#)

[OAR 581-022-0705](#)
[OAR 581-022-1420](#)
[OAR 581-022-1440](#)
[OAR 581-053-0517\(13\)\(e\)](#)

Cross Reference(s):

GBE - Staff Health and Safety
GBEBC/JHCCC/EBBAA - Infection Control - HIV, AIDS, HBV
JHCCC/EBBAA/GBEBC - Infection Control - HIV, AIDS, HBV

Lebanon Community Schools

Code: **GBEBA**
Adopted: 6/15/98
Readopted: 9/16/10, 6/13/19
Orig. Code(s): GBEBA

Staff - HIV, AIDS, and HBV

(Recommend delete: the requirement for this policy was found in OAR 581-022-2220 which has since been revised in lieu of a new requirement for a Communicable Disease Plan)

The district will strictly adhere in its policies and procedures to Oregon law and Oregon Administrative Rules as they relate to staff infected with HIV, AIDS, or HBV¹.

The district recognizes a staff member has no obligation under any circumstance to report a condition to the district and the staff member has a right to continue working.

If the staff member reports their condition to the district, strict adherence to written guidelines outlined by the staff member shall be followed.

These guidelines shall identify who may have the information, who will give the information, how the information will be given, and where and when the information will be given. All such information will be held in confidence in accordance with Oregon law.

Accommodations for a staff member infected with HIV, AIDS, or HBV shall be the same as with any other illness.

END OF POLICY

Legal Reference(s):

[ORS 243.650](#)

[ORS 342.850\(8\)](#)

[ORS 433.008](#)

[ORS 433.045](#)

[ORS 433.260](#)

[OAR 333-017-0000](#)

[OAR 333-018-0000](#)

[OAR 333-018-0005](#)

[OAR 581-022-2220](#)

¹HIV - Human Immunodeficiency Virus
AIDS - Acquired Immune Deficiency Syndrome
HBV - Hepatitis B Virus

Student Health Services and Requirements

*(Delete in lieu of new board policy using code EBBA – Student Health Services**)*

Although the district's primary responsibility is to educate students, the students' health and general welfare is also an important Board responsibility. The Board believes school programs should be conducted in a manner that protects and enhances student and employee health and is consistent with good health practices.

The district shall staff nursing services appropriate for students with medical needs and prevention oriented health services per applicable requirements of Oregon Revised Statutes (ORS) 336.201 and Oregon Administrative Rule (OAR) 581-022-2220.

The district shall provide:

1. One registered nurse or school nurse for every 125 medically fragile students;
2. One registered nurse or school nurse or one licensed practical nurse under the supervision of a registered nurse or school nurse for each nursing-dependent student; and
3. One registered nurse or school nurse for every 225 medically complex students.

The district may use the most cost effective means available to meet the above requirements.

The nurse(s) employed by the district shall be licensed to practice as a registered nurse or nurse practitioner in Oregon and will function as an integral member of the instructional staff, serving as a resource person to teachers in securing appropriate information and materials on health-related topics.

Any nurse(s) providing services on behalf of the district shall follow all applicable requirements of ORS Chapter 678 and OAR Chapter 851. This includes, but is not limited to, delegation in accordance with OAR 851-047, which includes performing a nursing assessment of the patient prior to delegation, providing adequate supervision during the delegation, and evaluating the skills, ability and willingness of the delegee¹.

The district shall maintain a prevention oriented health services program which provides:

1. Pertinent health information on the students, as required by Oregon statutes or rules;
2. Health appraisal to include screening for possible vision or hearing problems;
3. Health counseling for students and parents when appropriate;

¹ For additional delegation requirements, see OAR 851-047-0030.

4. Health care and first-aid assistance that are appropriately supervised and isolates the sick or injured child from the student body;
5. Control and prevention of communicable diseases as required by Oregon Department of Human Services, Health Services and the county health department;
6. Assistance for students in taking prescription and/or nonprescription medication according to established district procedures;
7. Services for students who are medically fragile or have special health care needs;
8. Screening for scoliosis upon request of parent.

The Board directs its district health staff to coordinate with health personnel from other public agencies in matters pertaining to health instruction or the general health of students and employees. In accordance with the requirements of the Every Student Succeeds Act of 2015 (ESSA), the district recognizes its responsibility to notify parents in advance of any nonemergency, invasive physical examination² or screening that is required as condition of attendance; administered and scheduled by the school in advance; and not necessary to protect the immediate health and safety of the student, or of other students.

Notification will be provided at least annually at the beginning of the school year or when enrolling students for the first time in school and will include the specific or approximate dates during the school year when such activities are scheduled or expected to be scheduled.

Procedures shall be developed and implemented to carry out this policy. All district employees will be appraised of their responsibilities in this area. Parents shall have the opportunity to request their students be exempt from participation in vision or hearing screening. The district will abide by those requests.

END OF POLICY

Legal Reference(s):

[ORS 329.025](#)
[ORS 336.201](#)
[ORS 336..211](#)
[OAR 581-022-2050](#)
[OAR 581-022-2220](#)
[OAR 581-022-2225](#)

²The term “invasive physical examination” as defined by law, means any medical examination that involves the exposure of private body parts, or any act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision or scoliosis screening. The term does not include any physical examination or screening that is permitted or required by state law, including physical examinations or screenings that are permitted without parental notification.

Protection of Pupil Rights, 20 U.S.C. § 1232h (2018); Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. Part 98 (2022).
Every Student Succeeds Act of 2015, 20 U.S.C. § 7928 (2018).
Family Education Rights and Privacy Act, 20 U.S.C. § 1232g (2018).

DELETED

Lebanon Community Schools

Code: **JHCC**
Adopted: 6/15/98
Readopted: 1/20/11, 12/14/17, 12/10/20
Orig. Code(s): JHCC

Communicable Diseases - Students

(Recommend delete: the requirement for this policy was found in OAR 581-022-2220, which has since been revised and requirement removed in lieu of a new requirement for a Communicable Disease Plan. Refer to policy GBEB and GBEB-AR.)

The district shall provide reasonable protection against the risk of exposure to communicable disease for students. Reasonable protection from communicable disease is generally attained through immunization, exclusion or other measures as provided by Oregon law, by the local health department. Services will be provided to students as required by law.

A student will not attend school while in a communicable state of a restrictable disease or when an administrator has reason to suspect that any susceptible student has or has been exposed to any disease for which the student is required to be excluded in accordance with the law and per administrative regulation JHCC-AR – Communicable Diseases – Students, if the disease is a reportable disease, the administrator will report the occurrence to the local health department. The administrator will also take whatever reasonable steps it considers necessary to organize and operate its programs in a way which both furthers the education and protects the health of student and others.

The district may, for the protection of both the student who has a restrictable disease and the exposed student, provide an educational program in an alternative setting.

The district will include, as a part of its emergency plan, a description of the actions to be taken by district personnel in the case of a declared public health emergency or other catastrophe that disrupts district operations.

The district shall protect the confidentiality of each student's health condition and record to the extent possible and consistent with federal and state law. In cases when a restrictable or reportable disease is diagnosed and confirmed for a student, the administrator shall inform the appropriate employees with a legitimate educational interest to protect against the risk of exposure.

The superintendent will develop administrative regulations necessary to implement this policy.

END OF POLICY

Legal Reference(s):

[ORS 431.150](#) to - 431.157
[ORS 433.001](#) to - 433.526
[OAR 333-018](#)

[OAR 333-019-0010](#)
[OAR 333-019-0014](#)
[OAR 333-019-1000](#)

[OAR 437-002-0360](#)
[OAR 437-002-0377](#)
[OAR 581-022-2220](#)

OREGON DEPARTMENT OF EDUCATION and OREGON HEALTH AUTHORITY, *Communicable Disease Guidance* (2020). Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2019).

Communicable Diseases – Student

Recommend delete: the requirement for this AR was found in OAR 581-022-2220, which has since been revised and requirement removed in lieu of a new requirement for a Communicable Disease Plan.)

In accordance with state law, administrative rule, the local health authority and the *Communicable Disease Guidance*, the procedures established below will be followed.

1. “Restrictable diseases” are defined by rule and include but are not limited to COVID-19¹, chickenpox, diphtheria, hepatitis A, hepatitis E, measles, mumps, pertussis, rubella, Salmonella enterica serotype Typhi infection, scabies, Shiga-toxigenic Escherichia coli (STEC) infection, shigellosis and infectious tuberculosis, and may include a communicable stage of hepatitis B infection if, in the opinion of the local health officer, the person poses an unusually high risk to others (e.g., a child that exhibits uncontrollable biting or spitting). Restrictable disease also includes any other communicable disease identified in an order issued by the Oregon Health Authority or the local public health officer as posing a danger to the public’s health. A disease is considered to be a restrictable disease if it is listed in Oregon Administrative Rule (OAR) 333-019-0010, or it has been designated to be a restrictable disease by the local public health administrator, after determining that it poses a danger to the public’s health.
2. “Susceptible” for a child means lacking documentation or immunization required under OAR 333-050-0050.
3. “Reportable disease” means a disease or condition, the reporting of which enables a public health authority to take action to protect or to benefit the public health.

Restrictable Diseases

1. A student of the district will not attend a district school or facility while in a communicable state of a restricted disease, including a communicable state of COVID-19², unless authorized to do so under Oregon law. When an administrator has reason to suspect any child has a restrictable disease, the administrator shall send the student home.
2. An administrator shall exclude a susceptible child from school if the administrator has reason to suspect that the student has been exposed to measles, mumps, rubella, diphtheria, pertussis, hepatitis A, or hepatitis B, unless the local health officer determines that exclusion is not necessary to protect the public’s health. The administrator may request the local health officer to make a determination as allowed by law. If the disease is reportable, the administrator will report the occurrence to the local health department.
3. An administrator shall exclude a student if the administrator has been notified by a local public health administrator or local public health officer that the student has had a substantial exposure to an individual with COVID-19 and exclusion is deemed necessary by same.

¹ Added per OAR 333-019-1000(2).

² “Communicable stage of COVID-19” means having a positive presumptive or confirmed test of COVID-19.

4. A student will be excluded in such instances until such time as the student or the parent or guardian of the student presents a certificate from a physician, a physician assistant licensed under Oregon Revised Statute (ORS) 677.505 - 677.525, a nurse practitioner licensed under ORS 678.375 - 678.390, local health department nurse or school nurse stating that the student does not have or is not a carrier of any restrictable diseases.
5. The district may, for the protection of both the student who has a restrictable disease and the exposed student, provide an educational program in an alternative setting. A student may remain in an alternative educational setting until such time as a certificate from a physician, physician assistant, nurse practitioner, local health department nurse or school nurse states that the student does not have or is not a carrier of any restrictable disease, or until such time as a local public health administrator states that the disease is no longer communicable to others or that adequate precautions have been taken to minimize the risk of transmission. A restrictable disease exclusion for chickenpox, scabies, staphylococcal skin infections, streptococcal infections, diarrhea or vomiting may be removed by a school nurse or health care provider.
6. More stringent exclusion standards for students from school may be adopted by the local health department.
7. The district’s emergency preparedness plan shall address the district’s plan with respect to a declared public health emergency at the local or state level.

Reportable Diseases Notification

1. All employees shall comply with all reporting measures adopted by the district and with all rules set forth by the Oregon Health Authority, Public Health Division and the local health department.
2. An administrator may seek confirmation and assistance from the local health officer to determine the appropriate district response when the administrator is notified that a student or an employee has been exposed to a restrictable disease that is also a reportable disease.
3. An administrator shall determine other persons who may be informed of a student’s communicable disease when a legitimate educational interest exists or for health and safety reasons in accordance with law.

Education

1. The administrator or designee shall seek information from the district’s school nurse or other appropriate health officials regarding the health needs/hazards of all students and the impact on the educational needs of a student diagnosed with a restrictable disease or exposed to a restrictable disease.
2. The administrator or designee shall, utilizing information obtained above, determine an educational program for such a student and implement the program in an appropriate (i.e., regular or alternative) setting.

3. The administrator or designee shall review the appropriateness of the educational program and the educational setting of each individual student diagnosed with a restrictable disease.

Equipment and Training

1. The administrator or designee shall, on a case-by-case basis, determine what equipment and/or supplies are necessary in a particular classroom or other setting in order to prevent disease transmission.
2. The administrator or designee shall consult with the district's school nurse or other appropriate health officials to provide special training in the methods of protection from disease transmission.
3. All district personnel will be instructed annually to use the proper precautions pertaining to blood and body fluid exposure per the Occupational Safety and Health Administration (OSHA). (*See* policy EBBAA).

DELETED

Lebanon Community Schools

Code: **JHCCA**
Adopted: 6/15/98
Readopted: 1/20/11
Orig. Code(s): JHCCA

Students - HIV and HBV**

(Recommend delete: the requirement for this policy was found in OAR581-022-2220, which has since been revised in lieu of a new requirement for a Communicable Disease Plan.)

This policy applies to students who are HIV or HBV¹ and are not special risk.

“Special risk” students as used in this policy and as defined by the Oregon Health Division means students who lack control of their body secretions or who display behaviors such as biting, spitting or scratching and/or who have uncoverable, oozing lesions.

The district will adhere strictly in policies and procedures to the Oregon Revised Statutes and the Oregon Administrative Rules as they relate to a student infected with HIV or HBV.

The district recognizes a parent (student) has no obligation to inform the district of an HIV or HBV condition and that the student has a right to attend school.

If the district is informed, written guidelines shall be requested of the parent (student). These guidelines shall include who may have the information, who will give the information, how the information will be given and where and when the information will be given.

When informed of the infection, and with written permission from the parent (student), the district will develop procedures for formulating an evaluation team. The team shall address the nature, duration and severity of risk as well as any modification of activities. The team shall continue to monitor the student’s condition.

Notification of alternative educational programs shall be made if an HIV or HBV student withdraws from school.

The district shall also develop procedures for rumor control, infection control, student accommodations and public relations/media.

END OF POLICY

Legal Reference(s):

[ORS 326.565](#)
[ORS 326.575](#)
[ORS 332.061](#)
[ORS 336.187](#)
[ORS 339.030](#)

[ORS 339.250](#)
[ORS 433.008](#)
[ORS 433.045](#)

[OAR 333-012-0265](#)

[OAR 333-012-0270](#)
[OAR 333-018-0000](#)
[OAR 333-018-0005](#)
[OAR 581-022-0705](#)
[OAR 581-022-1660](#)

OR HEALTH DIVISION, GUIDELINES FOR SCHOOLS WITH CHILDREN WHO HAVE HEPATITIS B VIRUS OR HIV INFECTION (2001).

¹HIV - Human Immunodeficiency Virus
HBV - Hepatitis B Virus

Infection Control ~~-HIV, AIDS, HBV-~~ and Bloodborne Pathogens

~~The district shall use standard precautions at all times for infection control. Each staff member or student is therefore treated as though an HIV, AIDS or HBV¹ infection exists.~~

~~The Board recognizes that staff and students incur some risk of infection and illness each time they are exposed to blood or other potentially infectious materials. While the risk to staff and students of exposure to body fluids due to casual contact with individuals in the school environment is very low, the Board regards any such risk as serious.~~

~~Consequently, the Board directs adherence to standard precautions. Standard precautions require that staff and students approach infection control as if all direct contact with human blood and body fluids is known to be infectious for bloodborne pathogens².~~

~~The district shall develop an Exposure Control Plan ~~that includes infection control procedures for staff and students~~ in accordance with the requirement in law³.~~

~~The Exposure Control Plan shall be reviewed and updated at least annually and when necessary to reflect new or modified tasks and procedures which affect occupational exposure and to reflect new or revised employee positions with occupational exposure. The review and update shall also:~~

- ~~1. Reflect changes in technology that eliminate or reduce exposure to bloodborne pathogens;~~
- ~~2. Annually, document consideration and implementation of appropriate commercially available and effective safer medical devices designed to eliminate or minimize occupational exposure.~~

~~The plan shall include training followed by an offer of hepatitis B vaccine and vaccination series for all staff who are required to provide first aid to students and/or for all staff who have occupational exposure as determined by the district. Training shall be provided at the time of initial assignment to tasks where occupational exposure may take place and at least annually⁴ thereafter. Staff will receive the annual training⁵ as well as the location and a content review of first-aid and clean-up kits. Kits shall be readily available⁶ in close proximity⁷ to all employees in the building and for district vehicles, including each bus⁸.~~

~~¹HIV—Human Immunodeficiency Virus; AIDS—Acquired Immune Deficiency Syndrome; HBV—Hepatitis B Virus~~

~~²“Bloodborne pathogens” are pathogenic microorganisms that are present in human blood and can cause disease in humans. These pathogens include, but are not limited to, hepatitis B virus (HBV) and human immunodeficiency virus (HIV). 29 CFR 1910.1030(b)~~

~~³ See 29 CFR 1910.1030(c)(1) and OAR 437-002-1059 for more information about an Exposure Control Plan.~~

~~⁴ Annual training for all employees shall be provided within one year of their previous training. (29 CFR 1910.1030(g)(2)(iv)).~~

~~⁵ See 29 CFR 1910.1030(g)(2) for information about training requirements.~~

~~⁶ OAR 437-002-0161(2) First-Aid Supplies. (a) The employer shall provide first-aid supplies based upon the intended use and types of injuries that could occur at the place of employment. The first-aid supplies shall be available in close proximity to all employees. Either bulk pack or unit pack supplies are acceptable. (b) “In proximity” is defined as that which is available nearby to ensure prompt treatment in the event of need.~~

Personal protective equipment appropriate to job tasks shall be provided by the district. A post-exposure evaluation and follow-up shall be made available to any employee sustaining an occupational exposure.

The district recognizes that employees who use medical sharps in the performance of their duties (e.g., administering injectable medicines to students, such as epinephrine and glucagon) must, at least annually, be provided with the opportunity to identify, evaluate and select engineering and work practice controls (e.g., sharps disposal containers, self-sheathing needles, safer medical devices, such as sharps with engineered sharps injury protections and needleless systems). The district will implement such work practice controls, as appropriate. The district will document the solicitation of input from such staff in the plan.

Documentation, including sharps injury log, will be maintained in accordance with law⁹.

The Exposure Control Plan will be accessible to employees in accordance with law¹⁰.

Students will be instructed in safe practices to prevent transmission of bloodborne pathogens in accordance with Oregon Health Standards.

~~All district employees shall receive an annual in-service session relative to infection control. This in-service shall focus on required procedures and precautions relevant to particular position duties.~~

~~In addition to an annual in-service, staff and students on a regular basis will receive HIV, AIDS, and HBV information.~~

~~The information shall emphasize infection how infection is spread as well as how it is not spread.~~

~~The district will cooperate with the local health department in delivering HIV, AIDS and HBV education.~~

~~Resources for infection control shall include:~~

- ~~1. Emergency kits in all rooms/areas and vehicles;~~
- ~~2. Personal protective equipment (PPE) kits in specific locations for use by designated first aid providers;~~
- ~~3. First aid kits in health rooms and other specific locations such as gyms, shops, cafeterias and science rooms;~~
- ~~4. Necessary custodial supplies for proper fluid clean-up and for handling of contaminated items.~~

END OF POLICY

⁷ “In proximity” is defined as that which is available nearby to ensure prompt treatment in the event of need. (OAR 437-002-0161(1)(b)).

⁸ Emergency equipment for buses, includes, but is not limited to, body fluid cleanup and first-aid kits. (OAR 581-053-0240(23); OAR 581-053-0640)

⁹ See OAR 437-002-1030(3) and OAR 437-002-1035.

¹⁰ ¹⁰ See 29 CFR 1910.1020(e) for requirements on providing access.

Legal Reference(s):

[OAR 437-002-0360](#)

~~[OAR 437-002-0377](#)~~

[OAR 437-002-1030](#)

[OAR 437-002-1035](#)

~~[OAR 581-022-07052050](#)~~

~~[OAR 581-022-14402220](#)~~

~~[OAR 581-053-0517\(13\)\(e\)\(e\)](#)~~

~~[OAR 581-053-0640\(2\)](#)~~

~~[OAR 581-053-0240\(23\)](#)~~

~~[OAR 581-053-0250\(1\)](#)~~

~~[ORS 332.107](#)~~

~~[OAR 437-002-0161](#)~~

Occupational Safety and Health Standards, Bloodborne Pathogens, 29 C.F.R. §§ 1910.1020, 1910.1030.

Corporal Punishment**

The use of corporal punishment in any form is strictly prohibited within the district. No student will be subject to the infliction of corporal punishment.

Corporal punishment is defined as the willful infliction of, or willfully causing the infliction of physical pain. Corporal punishment does not include the use of physical force authorized in ORS 161.205(2), (4) or (5) for the reasons specified therein, or physical pain or discomfort resulting from or caused by participation in athletic competition or other such recreational activity, voluntarily engaged in by a student.

No teacher, administrator, other school personnel or school volunteer will subject a student to corporal punishment or condone the use of corporal punishment by any person under their supervision or control. Permission to administer corporal punishment will not be sought or accepted from any parent or school official.

A staff member is authorized to employ reasonable physical force upon a student ~~when and only~~ to the extent ~~that~~ the application of physical force is consistent with ORS 339.285-339.303 and is not corporal punishment as defined in ORS 339.250(9). Physical force shall not be used to discipline or punish a student. A staff member found in violation of this policy may be subject to discipline up to and including dismissal. A volunteer found in violation of this policy by administration may be subject to sanctions and/or prohibited from volunteer service in the district.

The superintendent shall inform all staff members and volunteers of this policy.

END OF POLICY

Legal Reference(s):

[ORS 161.205](#)
[ORS 332.107](#)
[ORS 339.240](#)
[ORS 339.250](#)
[OAR 581-021-0050 to -0075](#)
[OAR 584-020-0040](#)

Agenda Item 7

Interview of Zone 3 Candidates



485 S. Fifth Street, Lebanon, Oregon 97355 • Phone: (541) 451-8511 • Fax: (541) 259-6857

May 3, 2024

Applicants for Zone 3 Board Vacancy:

- Aubree Molina
- Johnny Dickey
- Mitchell Robison
- Rodney Hames

Interview Questions for Applicants:

1. What are the primary responsibilities of a school board member? (What do you think school board members do?)

2. How would you involve yourself in the day-to-day operations of the district?

3. Let's say you feel very strongly about a program/policy/expenditure/or academic topic, but the discussion and upcoming vote is going in the opposite direction of your opinion. How would you approach or respond to this situation?

Agenda Item 8

Zone 3 Appointment and Oath of
Office

Lebanon Community Schools

Code: **BBBB**
Adopted: 6/15/98
Readopted: 2/4/10
Orig. Code(s): BBBB

Board Member Oath of Office

Board members when elected or appointed must take the oath of office before assuming the duties of office. The oath of office must be taken again after each election or appointment of a Board member.

The oath of office will be in the following form:

I, _____, having been duly elected a member of the School Board of Lebanon Community School District, Linn County, Oregon, do solemnly swear/affirm that I will support the Constitution of the United States and of the State of Oregon, the laws thereof, and the policies of the Lebanon Community Schools District and that I will faithfully and objectively discharge the duties of a member of said school Board to the best of my ability (so help me God - optional).

Subscribed and sworn to before me this _____ day of _____, _____.

Signed: _____
District Board Member

END OF POLICY

Legal Reference(s):

[ORS 332.005](#)

Agenda Item 9

C. Finance

Financial Reports

BOARD MEMORANDUM



To: The Honorable Chair and Members
Lebanon Community School District Board of
Directors

From: Steven Proski, Director of Financial Services

Date: May 9, 2024

Meeting Date: May 16, 2024

Re: Financial Report and Appoint Budget Committee Members

Financial Report

The 2023-2024 Financial Board Report included in this packet reflects all revenues and expenditures for 2019-2023 and the budgeted YTD expenditures, plus encumbered amounts for 2023-2024 as of 04/30/2024.

Background

Lebanon Community School District policy DBEA states the district budget committee will consist of the five members of the Board and five electors appointed by the Board as required by law. The budget committee may be constituted of less than 10 members if positions remain unfilled. Terms of the appointed members of a budget committee in a district that prepares an annual budget will be three years each with appointments made so that, as nearly as practicable, the terms of one-third of the members expire each year.

Recommendation

Currently we have one member (William Barish) with a term ending June 30, 2024 and one member (Roger Maurer) that had a term end on June 30, 2023 and wants to continue for 2 years. With three vacancies, I recommend the Board renew Roger Maurer for 2 years and appoint three new members, two with a 3 year term and one with a 2 year term, from our six applications and assign an additional one-three as delegates/reserve (non-voting) positions.

	19/20 Actual	20-21 Budget	21-22 Budget	22-23 Budget	23-24 Budget	04-30-24 YTD	04-30-24 Balance
General Fund - Revenue							
SSF Formula	42,038,081	43,560,057	44,440,549	45,499,998	49,402,642	44,949,016	4,453,626
SSF Adjustment	-	-	-	-	-	-	-
State Fiscal Stabilization Fund	-	-	-	-	-	-	-
Federal Ed Jobs	-	-	-	-	-	-	-
School Year SubAccount	-	-	-	-	-	-	-
Loan Receipts	-	-	-	-	-	-	-
Interest	320,317	250,000	150,000	250,000	500,000	582,178	(82,178)
Third Party Billing	-	-	-	-	-	-	-
TMR	212,376	210,000	210,000	210,000	210,000	145,294	64,706
JROTC	77,982	65,000	65,000	65,000	65,000	58,679	6,321
Other	325,816	387,500	368,266	580,500	335,500	200,669	134,831
Interfund Transfer	850,000	-	-	-	-	-	-
BFB	2,126,603	3,784,307	5,065,000	5,180,500	5,400,000	6,147,584	(747,584)
Total	45,951,175	48,256,864	50,298,816	51,785,998	55,913,142	52,083,419	3,829,723
=====	=====	=====	=====	=====	=====	=====	=====
General Fund - Expenses							
Salaries	21,896,193	21,680,883	22,526,487	23,036,272	23,247,263	23,052,101	195,162
Benefits	14,481,355	15,086,873	14,597,973	15,115,726	15,553,189	14,686,377	866,812
P. Services	5,349,577	5,299,827	5,686,551	5,877,223	6,073,148	5,163,868	909,280
Supplies	1,569,846	1,530,133	1,606,583	1,882,175	2,063,656	1,372,159	691,497
Capital Outlay	54,500	90,000	100,000	70,000	40,000	36,737	3,263
Other Objects	441,468	469,147	501,776	520,603	773,943	604,371	169,572
Transfers	1,185,000	2,100,000	2,279,446	2,284,000	2,184,000	2,049,000	135,000
Contingency	1,750,000	2,000,000	3,000,000	3,000,000	5,977,944	-	5,977,944
Total	46,727,940	48,256,864	50,298,816	51,785,998	55,913,142	46,964,613	8,948,529
=====	=====	=====	=====	=====	=====	=====	=====

2023-24 General Fund Expenditure Report

Description	19/20 Budget	20/21 Budget	21/22 Budget	22/23 Budget	23/24 Budget	04-30-24 YTD	04-30-24 Encumb	04-30-24 Balance
Certified salaries	12,665,056	12,540,564	12,871,079	13,169,912	13,134,095	8,433,687	4,518,697	181,711
Classified salaries	6,227,931	6,008,791	6,250,523	6,233,686	6,041,456	4,363,143	1,660,027	18,286
Administrative salaries	1,873,807	1,863,955	2,059,820	2,151,593	2,327,571	1,893,157	364,000	70,414
Managerial - classified	154,577	289,051	299,689	511,189	557,806	503,095	100,933	(46,222)
Retirement stipends	91,904	133,413	120,000	0	0	0	0	0
Retirement Support Program	0	0	0	0	0	0	0	0
Confidential salaries	162,808	284,898	343,800	485,197	465,767	399,972	78,112	(12,317)
Certified subs	2,000	0	14,294	0	0	0	0	0
Classified subs	1,500	23,975	0	0	0	0	0	0
Temp certified	82,264	45,425	0	625	0	2,122	0	(2,122)
Temp classified	8,000	21,658	481	11,086	14,300	32,039	0	(17,739)
Student helpers salaries	21,000	16,654	5,748	9,173	15,098	13,004	0	2,094
Overtime	0	91,513	57,127	38,449	53,074	49,217	2,228	1,629
Compensation time	52,300	44,207	71,883	8,946	18,597	8,897	0	9,700
Extra duty	279,579	128,295	230,761	83,537	216,434	196,458	0	19,976
Classified extra hrs	208,000	0	0	0	0	0	0	0
Vacation Payoff	29,817	24,292	28,240	43,273	25,244	97	0	25,147
Mentor teacher pay	0	0	0	822	0	0	0	0
Department Head Extra Duty	6,000	30,000	0	0	0	0	0	0
Taxable Meal Reimbursement	0	809	2,000	396	1,158	1,596	0	(439)
Cell Phone Stipend	0	1,080	1,080	450	450	375	75	0
Travel Stipend	0	11,400	0	30,500	25,950	27,187	4,713	(5,950)
Club/Coach Stipends	29,650	120,904	169,964	257,438	350,265	277,497	121,773	(49,005)
Total Salaries	21,896,193	21,680,883	22,526,487	23,036,272	23,247,263	16,201,543	6,850,558	195,162
PERS	7,398,130	7,286,664	6,797,646	6,994,709	7,309,631	4,883,194	2,109,325	317,112
Social Security	1,655,388	1,642,024	1,627,475	1,759,624	1,768,022	1,203,130	508,870	56,022
Worker's Comp	293,025	275,747	189,328	196,035	216,535	76,722	25,603	114,210
OR Paid Leave	0	0	0	0	92,132	58,956	26,596	6,580
Employee Ins - Admin	215,642	275,263	283,669	325,403	344,633	293,696	57,241	(6,304)
Employee Ins - Certified	2,449,421	2,756,998	2,840,563	3,029,490	2,897,802	1,846,589	1,024,176	27,037
Employee Ins - Classified	2,327,520	2,596,579	2,598,694	2,651,363	2,766,210	1,713,255	724,693	328,262
Employee Ins - Other	33,429	65,298	92,498	110,502	101,226	84,142	16,103	981
Employee Ins - Retired	83,600	52,700	120,000	0	0	4,086	0	(4,086)
TSA	25,200	45,600	45,600	48,600	57,000	25,000	5,000	27,000
Staff Tuition Reimbursement	0	90,000	2,500	0	0	0	0	0
Total Benefits	14,481,355	15,086,873	14,597,973	15,115,726	15,553,189	10,188,770	4,497,607	866,812

2023-24 General Fund Expenditure Report

Description	19/20	20/21	21/22	22/23	23/24	04-30-24	04-30-24	04-30-24
	Budget	Budget	Budget	Budget	Budget	YTD	Encumb	Balance
Instructional Services	103,800	76,375	66,000	161,000	181,500	104,303	0	77,197
Instr Prog Improve Service	53,000	67,750	87,750	56,200	26,817	24,456	0	2,361
Data Processing SVCS	0	0	3,000	5,000	7,500	5,962	0	1,538
Professional and Improvement Cc	0	0	15,000	5,000	5,000	321	0	4,679
Other Instr-Prof-Tech SVCS	20,000	10,000	11,500	16,000	16,000	11,079	0	4,921
Repairs & Maintenance	190,300	227,612	258,500	286,050	331,850	433,798	40,415	(142,363)
Radio Service	11,100	11,100	15,000	4,500	17,500	11,892	1,021	4,587
Rentals	129,400	88,286	86,300	89,105	112,801	57,308	15,089	40,404
Electricity	502,620	465,700	451,500	450,500	415,000	379,953	82,580	(47,533)
Fuel	223,135	217,800	208,100	233,000	290,000	194,173	15,711	80,116
Water & Sewer	153,520	142,500	146,700	134,000	150,000	127,495	0	22,505
Garbage	102,400	87,000	106,500	104,500	110,000	95,619	0	14,381
Other Property Services	20,000	0	0	0	15,000	0	0	15,000
Reimb. Student Transportation	10,200	29,900	34,500	9,000	0	0	0	0
Reimb. Student Transportation				150,390	167,158	86,715	0	80,443
Travel	158,263	150,513	153,011	168,395	78,660	34,581	1,120	42,959
Travel - Student - Out of Dist.	5,300	4,500	3,500	0	0	0	0	0
Meals/Transportation	200	350	350	0	0	341	0	(341)
Staff Tuition	47,000	2,000	72,000	72,500	22,500	41,158	0	(18,658)
Telephone	73,165	65,100	52,300	73,250	63,825	49,272	9,264	5,289
Postage	26,074	28,900	32,117	31,500	27,050	17,857	1,543	7,650
Advertising	4,300	2,650	3,500	5,500	3,500	986	266	2,248
Printing & Binding	29,400	30,950	31,700	44,500	26,850	3,361	0	23,489
Charter School Payments	2,195,000	2,300,000	2,400,000	2,540,000	2,655,000	2,398,093	0	256,907
Other Tuition	92,500	90,000	115,000	95,600	10,000	4,157	0	5,843
Audit Services	30,000	39,000	36,000	45,000	45,000	41,150	0	3,850
Legal Services	35,000	35,000	35,000	30,000	75,000	82,783	0	(7,783)
Negotiation Services	10,000	5,000	1,000	1,000	0	0	0	0
Data Processing SVCS	89,600	65,000	57,500	57,000	56,000	30,238	0	25,762
Election Services	5,000	5,000	18,000	5,000	0	0	0	0
Other Non_instr Pro/Tech	363,700	351,450	402,650	379,154	513,457	312,973	13,506	186,978
Physical Exams - Drivers	4,400	5,750	5,500	8,000	8,500	6,315	0	2,185
Drug Tests Drivers	3,000	2,250	3,000	2,500	1,500	773	0	727
Child Care Services	15,000	0	0	0	0	0	0	0
Sub calling service	15,000	12,000	7,500	7,500	500	0	0	500
Classified subs	194,000	228,600	251,500	191,831	140,331	124,044	0	16,287
Criminal History checks	3,200	3,500	3,500	500	3,000	2,202	0	798
Fingerprinting	1,000	2,500	1,000	1,000	3,000	1,397	0	1,603
Licensed Subs	425,000	445,791	510,573	413,248	493,349	298,598	0	194,751
Total P. Services	5,349,577	5,299,827	5,686,551	5,877,223	6,073,148	4,983,353	180,515	909,280

2023-24 General Fund Expenditure Report

Description	19/20 Budget	20/21 Budget	21/22 Budget	22/23 Budget	23/24 Budget	04-30-24 YTD	04-30-24 Encumb	04-30-24 Balance
Gas Oil & Lubricants	190,500	189,100	192,000	248,000	239,000	162,018	15,986	60,996
Supplies & Materials	648,024	651,837	698,023	996,751	1,011,442	534,757	22,110	454,575
Vehicle repair parts	52,800	50,500	50,500	61,500	76,500	54,842	998	20,660
Transportation operations	15,000	25,000	25,000	25,000	25,000	47,684	60	(22,744)
Textbooks	28,033	9,933	5,433	21,500	107,550	40,691	397	66,462
Library Books	15,694	8,200	11,700	12,750	11,625	7,323	0	4,302
Periodicals	6,000	10,800	12,100	12,150	16,250	12,183	12,406	(8,339)
Equipment under 5K	178,842	146,100	125,550	72,800	73,500	22,426	0	51,074
Computer software	264,360	257,398	323,918	339,174	406,914	360,853	31,101	14,960
Computer hardware	170,593	181,265	162,359	92,550	95,875	36,754	9,570	49,551
Total Supplies & Materials	1,569,846	1,530,133	1,606,583	1,882,175	2,063,656	1,279,531	92,628	691,497
Buildings Acquisition	0	0	25,000	25,000	0	0	0	0
Equipment	54,500	25,000	45,000	0	0	0	0	0
New Equipment over 5K	0	45,000	10,000	22,500	20,000	28,737	0	(8,737)
Replace of Equip over 5K	0	20,000	20,000	22,500	20,000	8,000	0	12,000
Total Capital Outlay	54,500	90,000	100,000	70,000	40,000	36,737	0	3,263
Regular Interest	500	0	0	0	0	0	0	0
UnrecoverableBadDebtWrite-Off	0	0	0	0	0	4,986	0	(4,986)
Dues & Fees	175,180	159,726	148,076	122,303	117,843	101,461	1,300	15,082
Insurance & Judgments	265,588	306,221	350,000	395,000	463,000	460,887	0	2,113
Fidelity Bond Premiums	0	0	0	0	100	100	0	0
Judgments & Settlements	0	2,500	3,000	2,500	0	34,000	0	(34,000)
Taxes & Licenses	200	700	700	800	1,000	1,637	0	(637)
Grant Matching	0	0	0	0	192,000	0	0	192,000
Total Other Objects	441,468	469,147	501,776	520,603	773,943	603,071	1,300	169,572

2023-24 General Fund Expenditure Report

Description	19/20 Budget	20/21 Budget	21/22 Budget	22/23 Budget	23/24 Budget	04-30-24 YTD	04-30-24 Encumb	04-30-24 Balance
Transfer - Vocational House Fun	0	70,000	250,000	450,000	200,000	0	0	200,000
Transfer - Technology	0	80,000	100,000	100,000	100,000	100,000	0	0
Transfer - Classroom Furniture	0	10,000	35,000	35,000	60,000	60,000	0	0
Transfer - Textbook Adoption	400,000	200,000	350,000	550,000	350,000	350,000	0	0
Transfer - Capital Improvement		200,000	300,000	50,000	200,000	200,000	0	0
Transfer - Track and Turf Fund	10,000	0	0	0	0	0	0	0
Transfer - Athletic Fund	450,000	475,000	475,000	475,000	475,000	550,000	0	(75,000)
Transfer - Bus Replacement	150,000	225,000	225,000	225,000	225,000	225,000	0	0
Transfer - Unemploy Ins	25,000	250,000	0	0	0	0	0	0
PERS Reserve	0	450,000	300,000	154,000	154,000	154,000	0	0
Transfer - Food Service	100,000	120,000	224,446	225,000	200,000	200,000	0	0
Transfer - Music/Band Replaceme	0	20,000	20,000	20,000	20,000	10,000	0	10,000
Transfer - Debt Service	50,000	0	0	0	200,000	200,000	0	0
Transfer - Academic Achievemer	0	0	0	0	0	0	0	0
Total Transfers	1,185,000	2,100,000	2,279,446	2,284,000	2,184,000	2,049,000	0	135,000
Reserve/Contingency	1,750,000	2,000,000	3,000,000	3,000,000	5,977,944	0	0	5,977,944
Grand Total	46,727,940	48,256,864	50,298,816	51,785,998	55,913,142	35,342,005	11,622,608	8,948,529
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						35,325,849	11,638,769	

2023-24 General Fund Revenue Report

		19/20 Actual	20-21 Budget	21-22 Budget	22-23 Budget	23-24 Budget	04-30-24 YTD	04-30-24 Balance
	SSF Formula							
1111,	Taxes	10,509,179	10,938,094	11,873,719	12,150,243	12,721,240	12,164,225	557,015
4801,4899	Federal Forest Fees	157,804	130,000	125,000	120,000	115,000	-	115,000
3103	Common School	196,120	400,000	444,819	445,000	450,000	273,368	176,632
2101	County School	209,250	200,000	195,000	50,000	25,000	30,502	(5,502)
3104	State Timber	23,587	100,000	100,000	130,000	140,000	48,785	91,215
3101/3199	School Support Fund	30,942,140	31,791,963	31,702,011	32,604,755	35,951,402	32,432,137	3,519,265
	Adjustments to SSF Payments							
	Adj for Prior Year payments							-
	Adj for HC Disability Grant	-	-		-		-	-
	Total SSF Formula	42,038,081	43,560,057	44,440,549	45,499,998	49,402,642	44,949,016	4,453,626
1510	Interest on Investments	320,317	250,000	150,000	250,000	500,000	582,178	(82,178)
4200	Third Party billing	-	-	-	-	-	-	-
2210	TMR	212,376	210,000	210,000	210,000	210,000	145,294	64,706
4300	JROTC reimbursement	77,982	65,000	65,000	65,000	65,000	58,679	6,321
	Other							
1741	Outdoor School	-	-	-	-	-	-	-
1910	Rental Fees	1,582	7,500	5,000	-	1,000	1,451	(451)
1980	Fees Charged to Grants	14,915	50,000	108,266	110,000	110,000	-	110,000
1312, 1960, 1990,								
5300	Miscellaneous	304,781	250,000	255,000	470,500	152,000	191,019	(39,019)
1760	Club Fundraising	-	-	-	-	-	-	-
1411, 1993	Transportation Fees	4,538	-	-	-	72,500	8,200	64,300
1994	E-Rate reimbursement	-	80,000	-	-	-	-	-
5200	Interfund Transfer - Athletics	850,000	-	-	-	-	-	-
5400	Beginning Fund Balance	2,126,603	3,784,307	5,065,000	5,180,500	5,400,000	6,147,584	(747,584)
	Total	45,951,175	48,256,864	50,298,816	51,785,998	55,913,142	52,083,419	3,829,723