Steve Spencer
Superintendent

Rachel Alpert
Assistant Superintendent

Please join us at our school board meetings. Unless otherwise scheduled the board meets the second and fourth Mondays of the month.

District Office
Board Room
6:30 p.m.

Mission Statement
Dallas School District is centered on students, powered by collaboration, built on equity, and driven by excellence.

Our Vision
Each student is known by name, strength, and need – pursuing a life of engagement, innovation, and success.

Tagline:
Ask yourself…Is it good for kids?

Dallas School District
111 SW Ash Street
Dallas OR 97338
503.623.5594 ph

Agenda
Board Meeting
September 23, 2024
6:30 p.m.
https://dsd2-org.zoom.us/j/84855147461
District Office Board Room

13.0 Reports

14.0 Executive Session per ORS 192.660

(2)(i) To Evaluate the Employment-Related Performance of District Personnel

15.0 Adjourn

www.dallas.k12.or.us

Phone: 503.623.5594 • Fax: 503.623.5597 • Address: 111 SW Ash Street • Dallas, Oregon 97338

DALLAS SCHOOL DISTRICT

Public Participation in Board Meetings

During each school board meeting, the agenda has been set to include an item titled "public comment." It is during this portion of the agenda the public can comment on any item that is or is not on the agenda.

Because of the nature of the Board's work, it is typical that the Board will hear from a patron. Public participation is a time for the Board to listen, not a time for discussion or responding to questions, as the Board needs adequate time to process the information received to ensure proper steps are taken going forward. The Board may direct questions to district administrative staff to respond to after the meeting. If input is given related to an action item later in the agenda, the Board will use the input during their discussion or deliberation of that specific item. All public comment during a Board meeting is limited to 3 minutes for each individual. Up to 5 minutes may be granted to one person who represents a group of 3 or more with similar testimony. The Board Chairperson may adjust or extend allowable time limits, if necessary.

The Board cannot hear complaints about specific school personnel during an open meeting. If a patron has a specific complaint against district personnel, the board chair or the superintendent can direct the patron to the appropriate complaint process governed by board policy.

There are three ways to provide public comment at a Board meeting.

1) If you wish to address the Board in person during a Board meeting, please fill out the request for public comment form available outside the boardroom. If the meeting has started and you decide you would like to provide public comment, please alert the administrator who was the greeter or the board executive assistant with your request by simply handing them the public participation form. This will be directed to the board chair.
2) If you wish to address the Board remotely (via Zoom) during a Board meeting, please email Juli Lichtenberger, Executive Assistant to the Superintendent and Board, (juli.lichtenberger@dsd2.org) at least two hours prior to the start of the meeting. Clearly label the subject line as "Public Comment". In the email state that you would like to address the board remotely during the meeting, and include the topic.

3) If you wish to address the Board in hard copy or email please submit to Juli Lichtenberger, Executive Assistant to the Superintendent and Board, at juli.lichtenberger@dsd2.org at least two hours prior to the start of the meeting. Clearly label the subject line or document as "Public Comment

If you have questions about the district, we encourage you to contact our superintendent.

Thank you for your interest in Dallas School District.

All public meetings, assemblies and celebrations held by the Dallas School District 2 are required to be accessible to persons with disabilities under Title II of the Americans with Disabilities Act (ADA). Accommodations are available upon request to persons who require alternatively formatted materials or auxiliary aids to ensure effective communication and access to events. Please allow at least 10 business days to arrange for accommodations. All requests should be sent to:

DO Reception
Dallas School District 2
111 SW Ash Street
Dallas, OR 97338
503-623-5594

Or: e-mail compliance.officer@dsd2.org

SEP2024

SUN	MON	TUE	WED	THU	FRI	SAT
01	02 No School Holiday	03 Orientation Day for Buildings	04 First Day of School for All Grades	05	06	07
08	09 Board Meeting 6:30 p.m.	10 Citizens Oversight Committee Meeting 5:30 p.m.	11	12	13	14
15	16	17	18	19	20	21
22	23 Board Meeting 6:30 p.m.	24	25	26	27	28
29	30					

OCT2024

SUN	MON	TUE	WED	THU	FRI	SAT
		01 Citizens Oversight Committee Meeting 5:30 p.m.	02	03 District Equity Advisory Committee Meeting 5:00 p.m.	04	05
06	07	08	09	10	11 No School State Inservice Day	12
13	14 Homecoming Week Board Meeting 6:30 p.m.	15 Homecoming Week	16 Homecoming Week	17 Homecoming Week	18 Homecoming Week	19
20	21	22	23	24	25	26
27	28 Board Meeting 6:30 p.m.	29 Board Work Session with Dallas High School 8:00 a.m.	30	31 No School Assessment Day		

Minutes
Board Meeting
September 9, 2024
6:30 p.m.
https://dsd2-org.zoom.us/j/84855147461
District Office Board Room

Present: Rob Ogilvie, Ed Dressel, Zach Steele, Jon Woods, Lu Ann Meyer, Steve Spencer, Juli Lichtenberger, Annie Edmiston, Rachel Alpert, Sean Johnson, Bob Archer, Ann Ziehl, Tyler Lalack, Tami Montague, Tim Larson, Todd Baughman, Liz Postlewait

Visitors: Lydia Hodge, Stephanie Hofferber, Amanda Perrigo, Kelli McGuire, Danielle Landis, Ryan Rowley, Danielle Bull, Glenda Instenes, Jennie White, Eleis Vreeland, Ben Rowley

1.0 Welcome/Pledge of Allegiance

Board Vice-Chair, Rob Ogilvie, welcomed the audience. Rob Ogilvie will chair the meeting this evening.

2.0 Approval of the Agenda

Zach Steele moved to approve the agenda, seconded by Ed Dressel. No discussion. The motion passed unanimously.

3.0 Good News

3.1 Barbara Nolan donated, to the district, a projector and screen which had belonged to her late husband Michael Nolan.

3.2 Oakdale had a very successful orientation day. We also held two parent information sessions for kindergarten families. We had nearly 100% attendance. This allowed kindergarten teachers to frontload parents with information about Oakdale and kindergarten. Great start to the 2024-25 school year.
Good news was shared with the Board.

4.0 Swearing in of Student Representative

4.1 Student Report – Annie Edmiston
Steve Spencer, Superintendent, administered the oath of office to Annie Edmiston as the Student Representative.

Annie Edmiston shared highlights from Dallas High School including the first week of school.

5.0 Public Comment

No public comment.

6.0 Announcements

6.1 September Calendar

6.1.1 Next Board Meeting September 23, 2024 at 6:30 p.m.

6.1.2 Citizens Oversight Committee Meeting September 10, 2024 at 5:30 p.m.

6.1.3 District Equity Advisory Committee Meeting October 3, 2024 at 5:00 p.m.

7.0 Consent Agenda

7.1 Approval of the August 26, 2024 Board Minutes

7.2 Staffing Report

Zach Steele moved to approve the Consent Agenda, seconded by Jon Woods. No discussion. The motion passed unanimously.

8.0 Financial Report – Tami Montague

Tami Montague, Director of Fiscal Services, shared the financial report for month ending August 2024. The unaudited final report was provided. The monthly financial highlights and assurances report was explained.

9.0 Collaborative Commitment Agreements (Board Action)

Steve Spencer shared both unions have representatives in the room this evening. This is an agreement that guides the work we do. Ed Dressel made a motion to pass and sign the Collaborative Commitment for 2024-2025, seconded by Jon Woods. No discussion. The motion passed unanimously. The documents were signed by Board members, Association leadership and Administers.

10.0 Administrative Rules (Information Only)

10.1 EFAA-AR – Reimbursable School Meals and Milk Programs

11.0 Reports

11.1 Healthy and Safe Schools Annual Report – Bob Archer

Bob Archer, Director of Facilities, shared highlights from the annual statement.

11.2 Facilities Updates – Bob Archer

Bob Archer shared highlights of facility and bond projects. Bob Archer talked about future bond projects which will begin in the spring and summer of 2025. The contract with the current bond general contractor will be terminated this week. Discussion was held.

11.3 Charter School Enrollment Reports

11.4 Charter School Financial Reports

11.5 Charter School Minutes and Agendas

12.0 Discussion Items

12.1 Oregon School Boards Association Legislative Roadshow

Those that can attend have been registered.

13.0 Adjourn at 7:08 p.m.

Board Chair / Lu Ann Meyer	**Date**
Board Secretary / Juli Lichtenberger	**Date**

Dallas High School
1250 SE Holman Ave
Dallas OR 97338
www.dallas.k12.or.us

Here are the visualizations for the four key metrics (Graduation Rates, 9th On-Track, Regular Attendance, and OSAS ELA/Math/Science). Below are key noticings and areas of significance from the data:

1. Graduation Rates:

- **Statistically Significant Trends**:
  - DHS's graduation rates peaked in 2019-20 at 85.5% but have since declined, with a notable drop to 72.8% in 2022-23. This contrasts with the state rates, which have remained relatively stable.
  - The largest decline occurred for the Hispanic student group, dropping from 81.8% in 2021-22 to 59.1% in 2022-23.
- **Areas of Improvement**:
  - The overall graduation rate for DHS is currently below the state average, indicating room for improvement, particularly for underserved racial and poverty-affected students.
- **Strengths**:
  - The school showed significant improvement in 2019-20 before the subsequent decline, suggesting past potential to recover.

2. 9th On-Track:

- **Statistically Significant Trends**:
  - The DHS 9th On-Track rate rebounded in 2022-23 to 83.5%, now aligning closely with the state average (83.6%).
  - Improvement was seen across most subgroups, though there were some data inconsistencies (e.g., 'error' for Hispanic students).
- **Areas of Improvement**:
  - The DHS rate dipped to 73.5% in 2021-22, showing the need for consistent improvement across all years.
- **Strengths**:
  - Positive recovery in 2022-23 for all measured subgroups after a decline during the previous years.

3. Regular Attendance:

- **Statistically Significant Trends**:

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- Regular attendance has consistently declined, dropping from 82.8% in 2018-19 to just 56% in 2023-24, with the most recent YTD at 77.7%.
- The most affected groups are poverty-affected and Hispanic students, though both groups saw improvement in the YTD 2024 data.

➢ **Areas of Improvement**:
- Attendance rates are well below the pre-pandemic levels and the state averages, especially for underserved groups.

➢ **Strengths**:
- Early YTD 2024 data show a potential recovery for all subgroups, signaling that efforts to improve attendance may be gaining traction.

4. OSAS (ELA, Math, Science):

➢ **Statistically Significant Trends**:
- ELA and Math scores are significantly below the pre-pandemic levels, with Math being particularly concerning at just 16% in 2023-24 for DHS.
- Science scores also show a decline, with the 2023-24 figure standing at 22%.

➢ **Areas of Improvement**:
- Math and Science scores are below state averages and show a consistent decline, particularly in Math.

➢ **Strengths**:
- ELA scores, although lower than before, are comparable to state averages, suggesting a relative strength in this subject area.

This data indicates a need for strategic focus on improving graduation rates, regular attendance, and OSAS scores, especially in Math and Science.

Dallas High School

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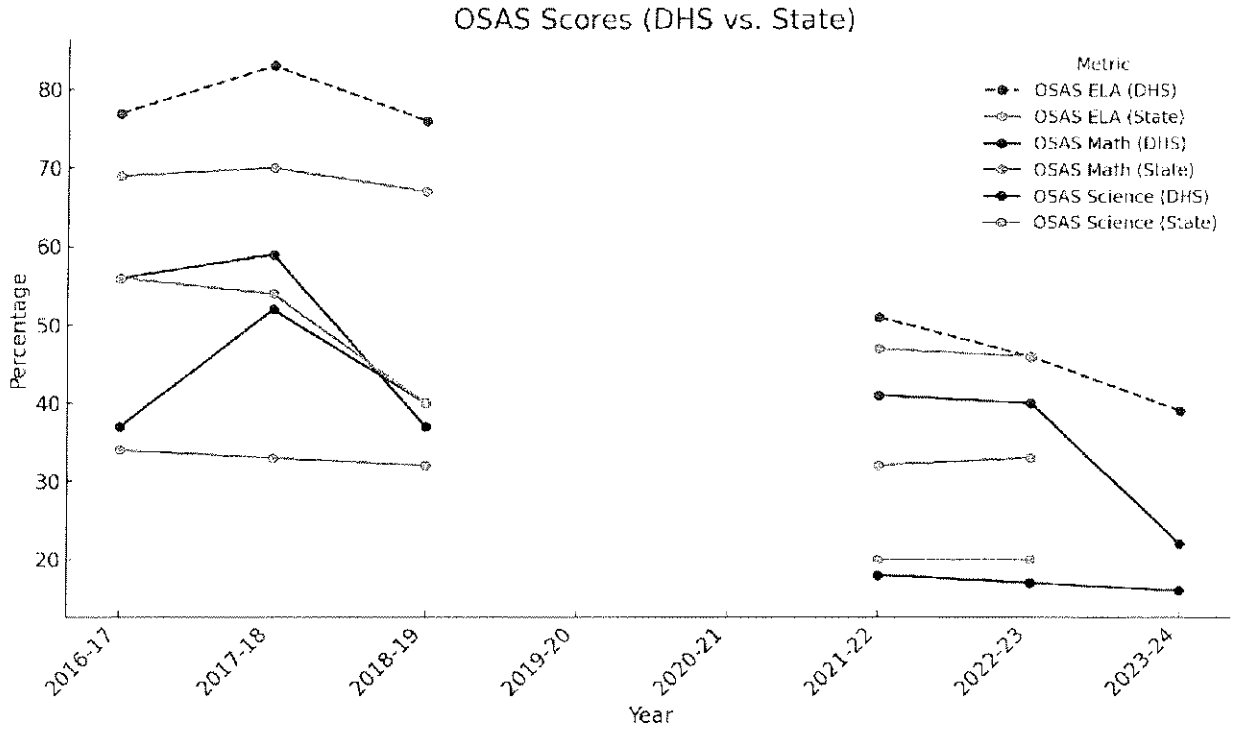

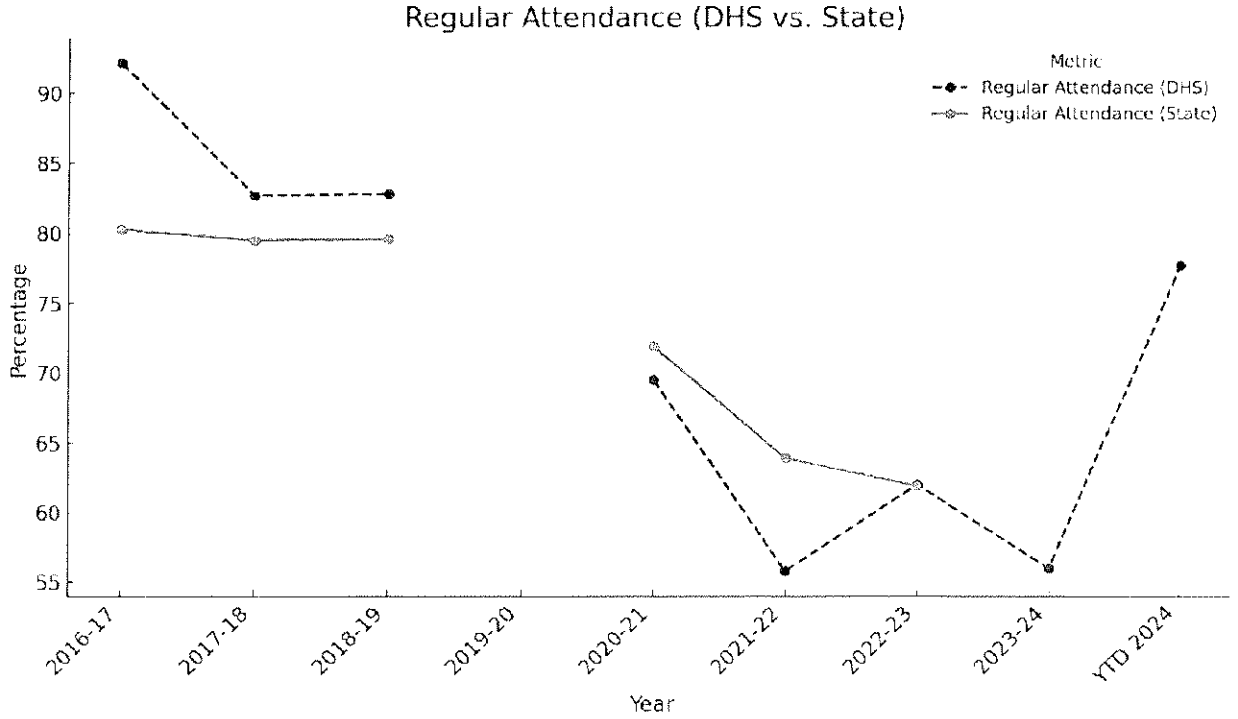

Tim Larson, Principal
Shannon Ritter, Assistant Principal
Ron Snively, Athletic Director
Erica Wiebelhaus - TOSA

Home
Of The
DRAGONS

Main Office 503.623.8336
Fax 503.623.4669
Athletic Department 503.831.1976
Dallas School District
503.623.5594

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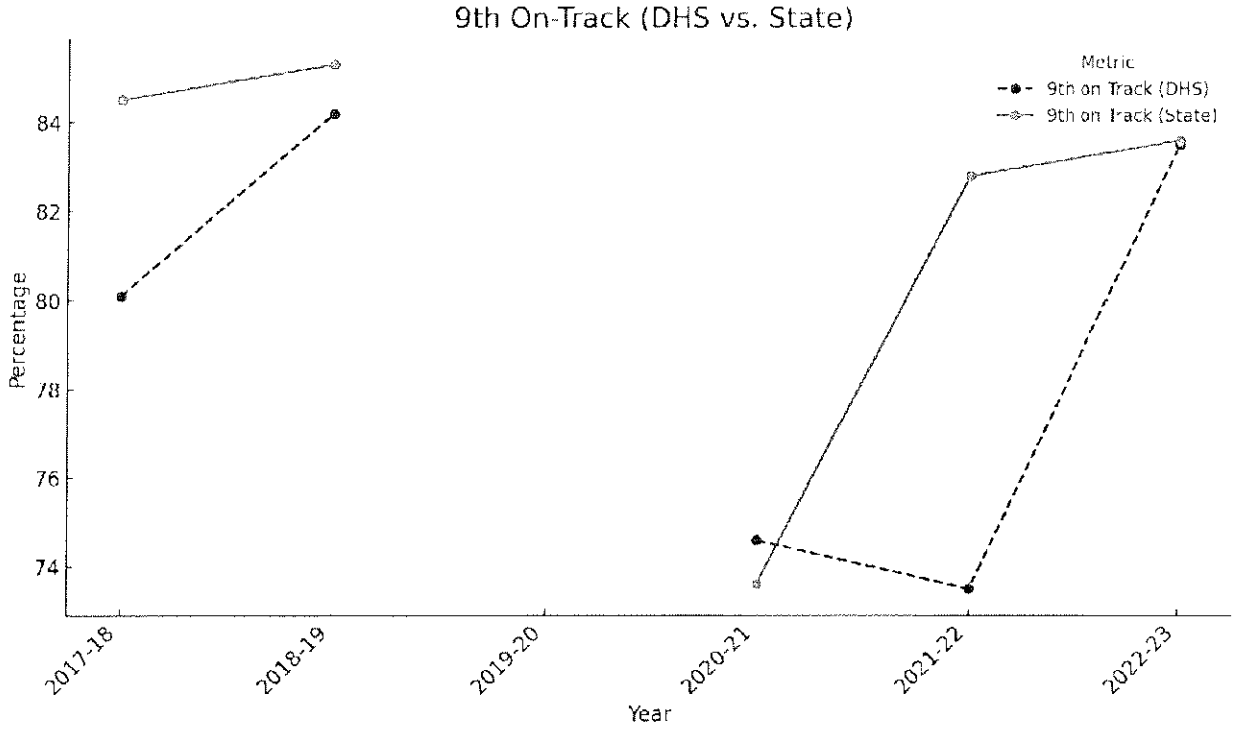

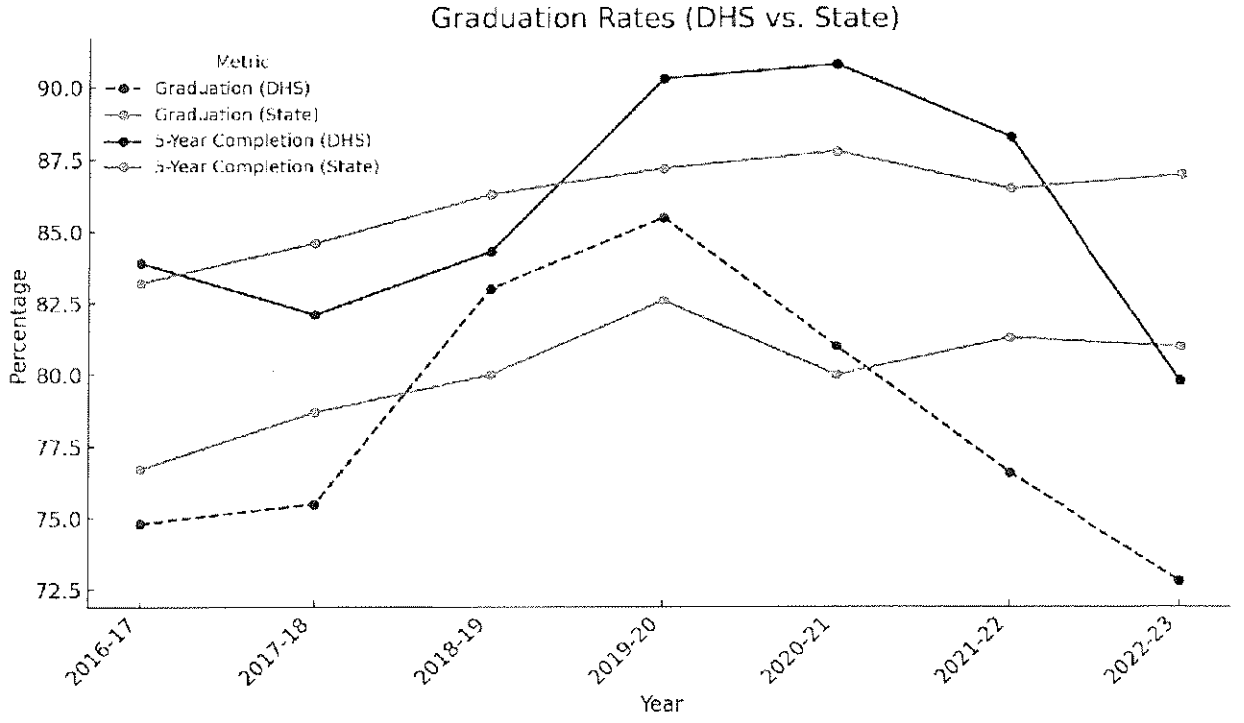

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MORRISON CAMPUS

2023-2024

June 14, 2024 (Final Year Report)

	2023-2024	2022-2023
Credits earned/Credits attempted	461.465/598.465 =77%	607.79/724.245 = 84%
Students "on track" to graduate (earning 4-5 credits or more in semester and/or having 4-5 or fewer credits remaining to graduate)	90%	N/A
4-year Graduates	26 (includes 1 early graduate)	39
5-year Graduates	10	4
Regular Attenders (Percent of students attending 90% or more of classes)	32.9%	26%
Discipline Information	8 Out-of-school suspensions (vaping related offences)	N/A
Continuous Improvement Plan	MCAP Goal: All Morrison students will complete and/or graduate high school. MCAP contributes to the Dallas High School student achievement goal for student 4-year graduation rate. MCAP also contributes to student achievement of 5th-year graduation and high school completion. Metrics for Progress Monitoring: • Credits needed at student entry • Individual credits earned/attempted • Individual Student Attendance Actions Leading to Goal Achievement: • Student attendance self-tracking (daily) • Student transcript review (monthly) • Advisory groups (daily) • MORR intervention time (daily/monthly) • PLC review of student data and concerns (weekly) • Positive Behavior Supports (ongoing) • Mental and physical health supports (ongoing)	

23-24 Integrated Plan Annual Report Questions

Dallas School District

Integrated Plan Annual Reporting Requirements

- The Integrated plan has quarterly reports in which progress markers are reviewed
- ODE's annual report consists of two narrative questions that reflect on progress towards those markers and barriers in implementation
- SIA recipients are required to:
  - present their annual report narrative questions to their governing board at an open meeting with opportunity for public comment and post the report to the district or charter school website.

Outcomes

Outcome - A: Our partnership with stakeholders will strengthen our district wide system of support for our students.

Outcome - B: All students will have access to the educational supports needed to maximize their potential as engaged, safe, and regulated learners.

Outcome - C: All students will have access to diverse educational experiences.

Outcome - D: Each student will be known by name, strength, and need – pursuing a life of engagement, innovation, and success.

Annual Report Narrative #1

As you review your progress markers/overall reflection responses and reflect on plan implementation, how do you see your progress contributing to the Outcomes and Strategies in your plan and your Longitudinal Performance Growth Targets (LGPT)/Local Optional Metrics (LOM)? Discuss at least one outcome where you have seen progress in implementation.

Strategies tied to outcomes:

Partnership with stakeholders - ParentSquare, marketing/communication plans.

Access to educational supports - Every Day Matters, District Attendance Team, restructuring of WW, (adding 3rd grade students) to spread k - 5 needs out.

Diverse educational experiences - Curriculum adoptions in ELA/Math, CTE expansion, Alternative education expansion.

Name, strength, need - Arbinger, CPS, PTHV, Advisory Group.

Annual Report Narrative #2

Where have you experienced barriers, challenges, or impediments to progress toward your Outcomes and Strategies in your plan that you could use support with? Discuss at least one Outcome where you have seen challenges or barriers to implementation.

Areas for Growth tied to outcomes:

Partnership with stakeholders - Two way communication, strengthening partnerships with focal groups

Access to educational supports - AVID didn't get added to LaCreole as originally planned

Diverse educational experiences - Budget constraints making additional curriculum adoptions (science, health) difficult

Name, strength, need - Increase of diverse needs, especially mental health, adding to difficulty of meeting all students where they are at.

Citizens Oversight Committee

Application for Citizens Oversight Committee Member

NAME:	OCCUPATION:
Jon Hartman	Appraiser
ADDRESS:	**Home Phone:**
Dallas, OR	**Cell Phone:**
	E-mail Address:

Team Member Expectations:

- Attend scheduled COC meetings
- Participate in Board meetings as needed to provide updates on progress

What contribution do you think you would make to the Committee?

TBD

What experience do you have related to this type of work?

Commercial Real Estate Appraiser.
Attended Dallas Schools from K to 12

In order to help us have a well-rounded group, we would like to know what committees or organizations you are involved with.

Yamhill County Assessment & Tax
Valley Baptist Church, Pennydale

Please return this form to Jull Lichtenberger by e-mail, jull.lichtenberger@dsd2.org
or by mail, 111 SW Ash Street, Dallas, OR 97338

This application could be subjected to release with a public records request.

EMPLOYMENT AGREEMENT
BETWEEN
RACHEL ALPERT
AND
THE GOVERNING BOARD OF
DALLAS SCHOOL DISTRICT NO. 2
POLK COUNTY, DALLAS, OREGON

THIS AGREEMENT, made and entered into this 23rd day of September, 2024, between Dallas School District No. 2, hereinafter referred to as DISTRICT, and Rachel Alpert hereinafter referred to as ASSISTANT SUPERINTENDENT.

WITNESSETH:

WHEREAS, the DISTRICT is desirous of securing an ASSISTANT SUPERINTENDENT to perform the duties of the assistant superintendent including all aspects of a Director of Human Resources under the general supervision of the superintendent for the 2024-25, 2025-26, and 2026-27 fiscal years; and

WHEREAS, the DISTRICT and ASSISTANT SUPERINTENDENT believe a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the educational program of the schools;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the DISTRICT hereby employs the ASSISTANT SUPERINTENDENT for said DISTRICT, and the ASSISTANT SUPERINTENDENT hereby accepts such employment upon the terms and conditions following:

1. **TERM.** This Employment Agreement for the ASSISTANT SUPERINTENDENT will begin July 1, 2024, and continue through and terminate June 30, 2027, except as modified by this Agreement. This Agreement is for a fixed period of time and expires on June 30, 2027. This section constitutes notice of contract nonrenewal under ORS 342.513. This Agreement shall automatically expire at the end of its stated Term. At the time of the Superintendent's evaluation of the ASSISTANT SUPERINTENDENT during the second year of this contract, the Superintendent may recommend extension to the Term of this Agreement to the school board for approval. Nothing in this Agreement shall prohibit the parties from mutually agreeing to change one or more of the terms of this Agreement in the future.

2. **SALARY.** The ASSISTANT SUPERINTENDENT shall be paid $158,788 for the period from July 1, 2024, through June 30, 2025 which represents an increase from the 2023-24 salary equal to the cost of living allowance (COLA) and Step (3%) that is provided to teachers in the Dallas Education Association. The salary for subsequent years of this Agreement will also be increased by the same COLA and Step (3%) provided to teachers

in the Dallas Education Association. The ASSISTANT SUPERINTENDENT'S salary shall be paid through equal monthly payments.

3. **DUTIES.** The ASSISTANT SUPERINTENDENT shall perform faithfully the duties of Assistant Superintendent for the District and such duties as prescribed by the laws of the State of Oregon and by the rules and regulations made thereunder by the Board. The ASSISTANT SUPERINTENDENT shall devote her time, skill, labor, and attentions to the duties of the ASSISTANT SUPERINTENDENT during the Term of this Agreement; provided, however, that the Assistant Superintendent may, with concurrence by the Superintendent, undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations.

4. **PROFESSIONAL GROWTH OF ASSISTANT SUPERINTENDENT.** The DISTRICT encourages the continuing professional growth of the ASSISTANT SUPERINTENDENT through participation, as she might decide in light of the duties of the ASSISTANT SUPERINTENDENT, in:

   A. the operations, programs and other activities conducted or sponsored by local, state and national associations; and

   B. seminars and courses offered by public or private educational institutions; and

   C. informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the ASSISTANT SUPERINTENDENT to perform her professional responsibilities for the DISTRICT.

5. **ASSISTANT SUPERINTENDENT'S LICENSE.** The ASSISTANT SUPERINTENDENT shall maintain throughout the life of this Agreement a valid and appropriate license to act as ASSISTANT SUPERINTENDENT as required by the State of Oregon. Should the ASSISTANT SUPERINTENDENT fail to maintain such a license in good standing, the DISTRICT may immediately terminate this Agreement.

6. **EVALUATION.** Each academic year during the Term of this Agreement, the Superintendent and the ASSISTANT SUPERINTENDENT shall meet to evaluate the work of the ASSISTANT SUPERINTENDENT. The evaluation shall be based on the total scope of work assigned to the ASSISTANT SUPERINTENDENT.

7. **PROFESSIONAL ACTIVITIES.** The ASSISTANT SUPERINTENDENT may undertake consultative work, speaking engagements, writing and other professional activities for honoraria and expenses, provided such activities do not interfere with the ASSISTANT SUPERINTENDENT'S normal duties.

8. **WORK YEAR/HOLIDAYS.** The ASSISTANT SUPERINTENDENT shall be required to render twelve (12) months of full and regular service to the DISTRICT during the year except that she shall be entitled to the following holidays: Independence Day, Labor Day,

Veteran's Day, Thanksgiving holidays, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King Jr.'s birthday, Presidents' Day, Memorial, and Juneteenth. If Christmas Day or New Year's Day falls on a Saturday or a Sunday, the preceding Friday or the following Monday may be taken as a paid holiday.

9. **WORK YEAR/VACATION.** The ASSISTANT SUPERINTENDENT shall be entitled to twenty-five (25) days' vacation. No more than ten (10) vacation days may be carried over into subsequent years. For any unused days, the ASSISTANT SUPERINTENDENT will be compensated at her daily per diem rate or put into a TSA or any portion/combination of both as directed by the employee. The TSA will follow all regulations as laid out by law. Any time taken off during winter, spring or summer breaks must be counted among the twenty-five (25) vacation days. Upon termination of this Agreement, ASSISTANT SUPERINTENDENT will be paid out accrued vacation leave.

10. **PAID LEAVES.** (Leave days in A, B, and C below are not cumulative.)

    A. The ASSISTANT SUPERINTENDENT shall have three (3) days available for personal leave.

    B. The ASSISTANT SUPERINTENDENT shall have five (5) days available for critical illness in the event of a critical illness of a member of the ASSISTANT SUPERINTENDENT'S family.

    C. The ASSISTANT SUPERINTENDENT shall have five (5) days available for bereavement leave in the event of a death of a member of the ASSISTANT SUPERINTENDENT'S family.

11. **FRINGE BENEFITS.** The ASSISTANT SUPERINTENDENT shall be entitled to participate in the following fringe benefits:

    A. *PERS:* The DISTRICT shall "pickup" and pay a 6% employee contribution to the Public Employees Retirement System.

    B. *Professional Dues:* Professional/civic dues in full for COSA, AASA, and one civic organization.

    C. The DISTRICT will reimburse the ASSISTANT SUPERINTENDENT for any expenses actually incurred in the performance of duties for the DISTRICT.

    D. *Insurance:* The DISTRICT shall provide for medical, dental, and vision insurance coverage and participation in the DISTRICT'S Section 125 ("cafeteria") plan, on an equal basis to that provided the Dallas School District administrative group for medical, dental and vision coverage.

E. *Life Insurance:* The DISTRICT shall provide term life insurance with death benefits in the amount of $100,000.

F. *Disability Insurance*: The DISTRICT shall provide Long Term Disability Insurance including extensive care coverage as provided to the Dallas School District Administrative Group.

G. *Sick Leave*: The ASSISTANT SUPERINTENDENT shall accumulate sick leave as provided by Oregon law.

H. *Technology Stipend:* The expectation is that the ASSISTANT SUPERINTENDENT is accessible 24/7, therefore the ASSISTANT SUPERINTENDENT shall receive a monthly allowance on an equal basis to that provided the Dallas School District administrative group for communication related expenses including phone, data, internet connection or any other technology that will assist with communication while the SUPERINTENDENT is out of the office.

I. *Professional Development:* The DISTRICT shall pay for all tuition, and related expenses, that are incurred by the ASSISTANT SUPERINTENDENT in the completion of her professional development plan.

J. *Travel Allowance:* The Board shall provide the ASSISTANT SUPERINTENDENT with a monthly stipend of $500 to compensate the ASSISTANT SUPERINTENDENT for use of a personal vehicle for all in-district travel while on District business. Out-of-district travel will be reimbursed at the IRS rate.

K. *Tax-deferred annuity:* The DISTRICT shall make contributions toward deferred compensation plan (e.g., IRA, 403B, 457, etc.) of the ASSISTANT SUPERINTENDENT'S selection. The monthly contribution shall be 9% of ASSISTANT SUPERINTENDENT'S monthly salary.

L. *Retention Incentive:* The DISTRICT recognizes the value of continuity at the ASSISTANT SUPERINTENDENT level and in an effort to promote stability by keeping the ASSISTANT SUPERINTENDENT in Dallas, a retention incentive will be accrued at the rate of $4,699.20 per year for a total of $14,097.60 over the three-year contract. Payout of the retention incentive will take place under the following terms: If still employed by the District on June 1, 2026, a $4,699.20 retention incentive will be paid in the June, 2026, payroll. And, if still employed by the District on June 1, 2027, a $9,398.40 retention incentive will be paid in the June, 2027, payroll. If at any point in the contract, the ASSISTANT SUPERINTENDENT vacates her position due to health-related issues, she will receive in her final paycheck, any retention incentive that has been accrued, but not paid out. For example, if the ASSISTANT SUPERINTENDENT vacates her position on May 1, 2026 due to health-related issues, she would receive the

$4,699.20 retention incentive. If the ASSISTANT SUPERINTENDENT separates from employment with the District for any reason other than a health-related reason, the retention incentive will not be paid out upon separation.

12. **TERMINATION OF EMPLOYMENT CONTRACT.**

A. *Termination at the request of the ASSISTANT SUPERINTENDENT*: In the event the ASSISTANT SUPERINTENDENT intends to act to terminate this employment Agreement prior to its termination day, she shall notify the DISTRICT no later than sixty (60) days prior to the date of separation of her intent to terminate the agreement.

B. *Termination by Mutual Consent*: This contract may be terminated at any time by the mutual consent of the parties.

C. *Termination Without ASSISTANT SUPERINTENDENT's Concurrence (For Cause).* In the event the DISTRICT intends to act to terminate this employment contract prior to its termination date for cause, ASSISTANT SUPERINTENDENT shall be entitled to a due process hearing before the Board prior to the occurrence of any purported act of termination. For cause shall mean the grounds for dismissal in ORS 342.865(1), including gross neglect of duty or gross unfitness, as those terms are defined by the Oregon Teacher Standards and Practices Commission. Due process shall include at least a written notice of the reasons why the DISTRICT is considering termination of this employment contract, the right to appear before the Board in closed executive meeting or public hearing, at the option of the ASSISTANT SUPERINTENDENT'S choice, and the right to a written decision describing the results of the hearing. The DISTRICT shall give the ASSISTANT SUPERINTENDENT no less than ten (10) days written notice in advance of termination. This provision does not constitute a waiver of any rights the DISTRICT or ASSISTANT SUPERINTENDENT may have to enforce this employment contract in the courts under contract or other applicable law.

13. **PROFESSIONAL LIABILITY.** The DISTRICT shall hold harmless and indemnify the ASSISTANT SUPERINTENDENT from any and all demands, claims, suits, and legal proceedings brought against the ASSISTANT SUPERINTENDENT in her individual capacity or in her official capacity as an agent and employee of the DISTRICT, provided the incident arose while the ASSISTANT SUPERINTENDENT was acting within the scope of employment. In no case will individual Board members be considered personally liable for indemnifying the ASSISTANT SUPERINTENDENT against such demands, claims, suits, actions, and legal proceedings.

If, in the good faith opinion of ASSISTANT SUPERINTENDENT, conflict exists regarding legal defenses to a third-party claim against the ASSISTANT SUPERINTENDENT and DISTRICT (i.e., pressing the defense of one party would tend

to injure the other party), the ASSISTANT SUPERINTENDENT may engage separate counsel, and the DISTRICT shall indemnify the ASSISTANT SUPERINTENDENT for the costs of such counsel, subject to the same limitations, provisions, and exceptions set forth above. The DISTRICT shall not, however, be required to pay the costs of any legal proceeding in the event the DISTRICT and the ASSISTANT SUPERINTENDENT have adverse interests in any litigation.

14. **CRITICISMS/COMPLAINTS.** The Board, individually and collectively, agrees that any criticism or complaint about the ASSISTANT SUPERINTENDENT the Board is made aware of, shall be promptly shared with the Superintendent for initial steps to resolve the complaint.

15. **APPLICABLE LAW.** This Agreement is subject to all applicable laws of the state of Oregon.

16. **MODIFICATION.** This Agreement supersedes all prior Agreements and understandings between the parties. The parties may, during the term of this Agreement, mutually agree to modify any of its terms. Any modifications will be in writing, signed by both parties and attached to this document.

17. **SAVINGS CLAUSE.** If it is found that any specific clause of this Agreement is or becomes illegal under either federal or state law, such illegal clause will be excised from this Agreement, with all remaining clauses to remain in full force and effect.

18. **ATTORNEY'S FEES.** In the event suit or arbitration is filed to enforce any of the terms of this Agreement, the court shall award to the prevailing party, its actual attorney's fees and costs as established by invoice and relevant billing records, including those on appeal, if appeal is taken.

IN WITNESS WHEREOF, the DISTRICT pursuant to the authority of its Board of Directors has caused two originals of this Agreement to be signed in the name of the DISTRICT by the Chair of the School Board and the ASSISTANT SUPERINTENDENT.

DALLAS SCHOOL DISTRICT NO. 2, DALLAS, OREGON

By _____ Date _____
Chair, Board of Directors

By _____ Date _____
Rachel Alpert, Assistant Superintendent

Dallas School District 2

Code: GCDA/GDDA
Adopted:
Orig. Code(s): GCDA/GDDA; GCDA/GDDA-AR

Criminal Records Checks and Fingerprinting *
(Version 2)

In a continuing effort to ensure the safety and welfare of students and staff, the district shall require certain individuals to submit to a criminal records check and fingerprinting as required by law. This includes employees, contractors, volunteers and others.

Requirements for Employees [{[1]}not Licensed, Certified or Registered by the Teachers Standards Practices Commission (TSPC)]

All newly hired employees[2] not identified under Oregon Revised Statutes (ORS) 342.223[3] are required to submit to a criminal records check and fingerprinting as required by law. A newly hired employee is not subject to fingerprinting if the district has evidence on file that the person successfully completed a state and national criminal records check for a previous employer that was a school district[4] or private school, and has not resided outside the state between the two periods of employment{[5]}.

An individual shall be subject to the collection of fingerprint information, only after the offer of employment from the district. Fees associated with criminal records checks ~~and fingerprinting~~ for individuals applying for employment with the district and not requiring licensure shall be paid by the [district.] Fees associated with fingerprinting for same shall be paid by the [individual. An individual may request the fee be withheld from the amount otherwise due the individual. The district will withhold this amount only upon request of the subject individual.]

The district [may[6]] ~~[shall not]~~ begin the employment of an individual [on a probationary basis pending] ~~[before]~~ the return and disposition of the required criminal records checks.

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[1] {If the district wants to include the larger section on TSPC-licensed employees (see p. 2), keep this bracketed language. If the district does not want to include the larger section on TSPC-licensed individuals, omit this bracketed language.}

[2] Any individual hired within the last three months. This does not include an employee hired within the last three months if the district has evidence on file that meets the definition in Oregon Administrative Rule (OAR) 581-021-0510(11)(b).

[3] ORS 342.223 includes teachers, administrators, personnel specialist, school nurses, persons participating in supervised clinical practice experience, practicum or internship as a teacher, administrator or personnel specialist. See statute for details.

[4] As is defined in OAR 581-021-0510(9); includes school districts, the Oregon School for the Deaf, and educational program under the Youth Corrections Education Program, public charter schools and ESDs.

[5] {Additional exception applies through July 1, 2024. See ORS 326.603(4)(b).}

[6] Decisions regarding which employees may begin before the return of the required criminal records checks must be made in a nondiscriminatory manner.

When the criminal records check indicates an individual has been convicted of any crimes[7] prohibiting employment, the individual will not be employed, or if employed will be terminated. When the criminal records check indicates an individual has knowingly made a false statement as to the conviction of any crime, the individual [may] ~~[will not]~~ be employed by the district, or if employed by the district [may] ~~[will]~~ be terminated. An individual who fails to disclose the presence of convictions that would not otherwise prohibit employment or contract with the district as provided by law [may] ~~[will not]~~ be employed by the district. Employment termination shall remove the individual from any district policies, collective bargaining provisions regarding dismissal procedures and appeals and the provisions of Accountability for Schools for the 21st Century Law.

~~[Requirements for individuals in positions requiring licensure, certification or registration with Teacher Standards and Practices Commission (TSPC) are outlined in ORS 342.223.]~~

~~OR~~

[Requirements for TSPC Licensed, Certified or Registered Individuals

1. Any individual who is applying for a license as a teacher, administrator or personnel specialist is subject to a criminal records check and fingerprinting, unless the individual has submitted to such a check through the Teacher Standards and Practices Commission (TSPC) within the previous three years, or has remained continuously licensed by or registered with TSPC for a different license or registration for which the individual has already submitted to a criminal records check and fingerprinting.

2. Any individual who is applying for an initial certificate under ORS 342.475 as a school nurse shall submit to a criminal records check and fingerprinting with TSPC.

3. Any individual who is applying for a registration as a public charter school teacher or administrator with TSPC shall submit to a criminal records check and fingerprinting with TSPC.

4. Any individual applying for reinstatement of an Oregon license or registration as a teacher, administrator or personnel specialist, or a certificate as a school nurse with the TSPC, whose license, registration or certificate has lapsed for at least three years, shall submit to a criminal records check and fingerprinting with TSPC.

5. Any individual registering with the TSPC for student teaching, practicum or internship as a teacher, administrator or personnel specialist, if the individual does not hold a current license issued by TSPC and has not submitted to a criminal records check by TSPC within the previous three years for student teaching, practicum or internship as a teacher, administrator or personnel specialist, shall be required to submit to a criminal records check and fingerprinting with TSPC.]

Requirements for Contractors{[8]}

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[7] See OAR 581-021-0511(8).

[8] {The district should include language regarding background checks in any contract that includes direct, unsupervised contact with students whenever applicable.}

All individuals employed as or by a contractor and considered by the district to have direct, unsupervised contact with students[9] or unsupervised access to children are required to submit to a criminal records check and a fingerprint-based criminal records check.

The superintendent [or designee] will identify contractors who are subject to such requirements.

A contractor or an employee of a contractor required to submit to a criminal records check and fingerprinting in accordance with law and Board policy will be terminated from contract status, or withdrawal of offer of contract will be made by the district upon:

1. Refusal to consent to a criminal records check and fingerprinting; or

2. Notification[10] from the Superintendent of Public Instruction that the individual has a conviction of any crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number.

A subject individual [may] ~~[will]~~ be terminated from contract status upon notification from the Superintendent of Public Instruction that the individual has knowingly made a false statement as to the conviction of any crime.

Requirements for Volunteers

[~~{[11]}~~The district shall require a fingerprint-based criminal records check for volunteers allowed direct, unsupervised contact with students, in the following positions:

1. Volunteer coaches;

2. Overnight chaperone.

The service of a volunteer into a position identified by the district as requiring a fingerprint-based criminal records check [may] ~~[will not]~~ begin [on a probationary basis pending] ~~[before]~~ the return and disposition of a state and national criminal records check based on fingerprints.]

{[12]}Any ~~V~~volunteers ~~allowed by the district into a position designated by the district to have direct, unsupervised contact with students~~ shall submit to an in-state criminal records check.

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[9] "Direct, unsupervised contact with students" means contact with students that provides the person opportunity and probability for personal communication or touch when not under direct supervision. (OAR 581-021-0510)

[10] Prior to making a determination that results in this notification and opportunity for a hearing, the Superintendent of Public Instruction may cause an investigation pursuant to OAR 581-021-0511; involved parties shall cooperate with the investigation pursuant to law.

~~[11] {If the district requires fingerprinting for certain volunteer positions, the district is required to list those volunteer positions in board policy. The bracketed language is only possible examples; modify to identify the positions in the district which require such fingerprinting.}~~

[12] {If the district allows volunteer service and the volunteers have direct, unsupervised contact with students, this policy language is required, and districts are required to conduct criminal records checks on these volunteers.}

[The service of a volunteer allowed to have direct, unsupervised contact with students [may] ~~[will not]~~ begin [on a probationary basis pending] ~~[before]~~ the return and disposition of a criminal records check.]

~~[A volunteer that is not likely to have direct, unsupervised contact with students, as determined by the district, [will] [will not] be required to submit to an in-state criminal records check.]~~

[A volunteer who knowingly made a false statement on a district volunteer application form or has a conviction of a crime listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number [may] ~~[will]~~ result in immediate termination from the ability to volunteer in the district.

[Fees associated with a required fingerprinting for volunteers shall be paid by the ~~[individual]~~ [district].] Fees associated with required non-fingerprinting criminal records checks for volunteers shall be paid by the ~~[individual]~~ [district].

[A volunteer who refuses to submit, when required, to a criminal records check or a fingerprint-based criminal records check in accordance with law and Board policy will be denied such ability to volunteer in the district.]

Requirements for Others

Any community college faculty member providing instruction at the site of an early childhood education program, at a school site as part of an early childhood program or at a grade K through 12 school site during the regular school day is required to submit to a criminal records check and a fingerprint-based criminal records check.

Any individual who is an employee of a public charter school and not identified under ORS 342.223 is required to submit to a criminal records check and a fingerprint-based criminal records check.

Notification

The district will provide written notice about the requirements of fingerprinting and criminal records checks through means such as staff handbooks, employment applications, contracts or [volunteer] forms.

The district will provide the following notification to individuals subject to criminal records checks and fingerprinting:

1. Such criminal records checks and fingerprinting are required by law or Board policy;

2. All employment or contract offers [or the ability to volunteer] are contingent upon the results of such checks;

3. A refusal to consent to a required criminal records check and fingerprinting shall result in immediate termination from employment[,] ~~[or]~~ contract status[or the ability to volunteer in the district];

4. A determination by the Oregon Department of Education (ODE) which affects an individual's eligibility to be employed, or contracted with, by the district may be appealed to the Superintendent of Public Instruction under ORS 183.413 – 183.470;

5. An individual determined to have knowingly made a false statement as to the conviction of any crime on district employment applications, contracts[,] [or] ODE forms [(written or electronic)] [may] [will] result in immediate termination from employment or contract status;

6. An individual determined to have been convicted of any crime that would prohibit employment or contract will be immediately terminated from employment or contract status[;] [.]

7. [A volunteer candidate who knowingly made a false statement or has a conviction of the crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number [may] [will] result in immediate termination from the ability to volunteer in the district.] [The district [may] [will] remove the volunteer from the position allowing direct, unsupervised contact with students.]

Processing and Reporting Procedures

Immediately following an offer and acceptance of employment or contract, an individual subject to criminal records checks and fingerprinting shall complete the appropriate forms authorizing such checks and report to an authorized fingerprinter as directed by the district. The district shall send such authorization, any collection of fingerprint information, and the request to ODE pursuant to law.

Fingerprints may be collected by one of the following:

1. Employing district staff;

2. Contracted agent of employing district;

3. Local or state law enforcement agency; or

4. Statewide vendor identified by the Oregon Department of Administrative Services.

To ensure the integrity of the fingerprinting collection and prevent any compromise of the process, the district will provide the name of the individual to be fingerprinted to the authorized fingerprinter.

The authorized fingerprinter will obtain the necessary identification and fingerprinting and notify ODE of the results. ODE will then review and notify the district of said results as well as the identity of any individual it believes has knowingly made a false statement as to conviction of a crime or has a conviction of a crime prohibiting employment[,] [or] contract[or volunteering].

A copy of the fingerprinting results will be kept by the district. The district's use of criminal history must be relevant to the specific requirements of the position, services or employment.

END OF POLICY

Legal Reference(s):

ORS 181A.180
ORS 181A.230
ORS 326.603
ORS 326.607
ORS 332.107
ORS 336.631
ORS 342.143
ORS 342.223
OAR 414-061-0010 – 061-0030
OAR 581-021-0510 – 021-0512
OAR 581-022-2430
OAR 584-050-0012
OAR 584-050-0100

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

Dallas School District 2

Code: EBCA
Adopted:

Safety Threats**

"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 expediently 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

Dallas School District 2

Code: LBEA
Adopted: 9/25/23

Resident Student Denial for Virtual Public Charter School Attendance**

The district is not required to approve a transfer of a resident student, when more than three percent of the students residing in the district are attending a virtual public charter school not sponsored by the district. The district will semiannually~~annually~~, by [October 1 and April 1], calculate the percentage of ~~the number of~~ students residing in the district, who are attending~~enrolled in~~ a virtual public charter school not sponsored by the district. When the established percentage is more than three percent, the district will not approve additional students enrollment to such a virtual public charter school.~~, subject to the requirements in Oregon Administrative Rule (OAR) 581-026-0305(2).~~

~~The district may send a notice of approval or disapproval to a parent[1] of a student who has sent a notice to the district of intent to enroll the student in a virtual public charter school not sponsored by the district (*See* OAR 581-026-0305(3)). The district may respond with an approval or disapproval to a parent within eight business days of receipt of the notice from the parent.~~

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

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

1. The percentage of students in the district that attend virtual public charter schools that are not sponsored by the district, based on recent calculations;
2. The right to appeal the decision to the State Board of Education;
3. A list of two or more other online options available to the student; and
4. A copy of OAR 581-026-0305 and OAR 581-026-0310.

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

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

~~[1] "Parent" means parent, legal guardian or person in "parental relationship" as defined in Oregon Revised Statute (ORS) 339.133.~~

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

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

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

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

END OF POLICY

Legal Reference(s):

ORS 332.107
ORS 338.125

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

House Bill 3204 (2023).

Corrected 12/27/23

Dallas School District 2

Code: JHFE/GBNAB
Adopted: 9/10/12
Revised/Readopted: 5/25/21; 1/09/23
Orig. Code(s): JHFE

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 abuse[1] shall ~~orally report or cause an oral report~~ immediately ~~by telephone or otherwise~~ make a report to the ~~local office of the~~ Oregon Department of Human Services (DHS) through the centralized child abuse reporting system[[2]]~~or its designee~~ or to a~~the~~ 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 ~~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~~described above.

The report must contain, ~~If~~ if known, ~~the report shall contain~~ 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, contractors[4], agents[5], volunteers[6], 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~~ through its centralized child abuse reporting system or to ~~adesignee or the local~~ law enforcement agency ~~pursuant to ORS 419B.015~~, and to a~~the~~ designated licensed administrator.

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[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.

The district will designate a licensed administrator and an alternate licensed administrator, in the event 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 [director of human resources] 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 or~~and~~ the centralized child abuse reporting system of~~local~~ 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 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 or agent for the district is prohibited. Texting or electronically communicating with a student through contact information gained as a volunteer for the district is prohibited except as required to meet the obligations of the volunteer position.

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).

Dallas School District 2

Code: JEA
Adopted: 3/13/18
Revised/Readopted: 5/08/23
Orig. Code: JEA

Compulsory School Attendance**

Except when exempt by Oregon law, all children between ages 6 and 18 who have not completed the 12th grade are required to regularly attend a public, full-time school during the entire school term. Persons having ~~legal~~ control of a child between the ages 6 and 18, who has not completed the 12th grade, are required to send~~have~~ the child to school~~attend~~ and maintain the child in regular attendance during the entire school term.

All children five years of age who have been enrolled in a public school are required to attend regularly while enrolled in the public school. Persons having ~~legal~~ control of a child, who is five years of age and who have~~has~~ enrolled the child in a public school, are required to send~~have~~ the child to school~~attend~~ and maintain the child in regular attendance during the school term.

Attendance supervisors shall monitor and report any violation of the compulsory attendance law to the superintendent or designee. [A citation for violation of ORS 339.035 may be issued.]

~~The district will develop procedures for issuing a citation.~~

A parent who is not supervising their child by requiring school attendance may also be in violation of Oregon Revised Statute (ORS) 163.577(1)(c); failing to supervise a child is a Class A violation.

Exemptions from Compulsory School Attendance

In the following cases, children shall not be required to attend public, full-time schools:

1. Children being taught in a private or parochial school in courses of study usually taught in kindergarten through grade 12 in the public schools, and in attendance for a period equivalent to that required of students attending public schools.

2. Children proving to the Board's satisfaction that they have acquired equivalent knowledge to that acquired in the courses of study taught in kindergarten through grade 12 in the public schools.

3. Children who have received a high school diploma or a modified diploma.

4. Children being taught, by a private teacher, the courses of study usually taught in kindergarten through grade 12 in the public school for a period equivalent to that required of students attending public schools.

5. Children being educated in the home by a parent, legal guardian or private teacher:

    a. When a child is taught or is withdrawn from a public school to be taught by a parent, legal guardian or private teacher, the parent, legal guardian or private teacher must notify the Willamette Education Service District (ESD) in writing within 10 days of such occurrence. In

addition, when such a~~a home-schooled~~ student moves to a new ESD, the parent, guardian or private teacher shall notify the new ESD in writing, within 10 days, of the intent to continue home schooling. The ESD shall acknowledge receipt of any notification in writing within 90 days of receipt of the notification. The ESD is to notify, at least annually, the school districts of ~~home-schooled~~ students who are registered with the ESD and reside in their district;

b. Each child being taught as described above~~by a parent or private teacher~~ shall be examined no later than August 15, following grades 3, 5, 8 and 10:

   (1) If the child was withdrawn from public school, the first examination shall be administered at least 18 months after the date the student withdrew from public school;
   (2) If the child never attended public or private school, the first examination shall be administered prior to the end of grade 3.

c. Procedures for homeschooling children with disabilities are set out in Oregon Administrative Rule (OAR) 581-021-0029;
d. Examinations ~~testing each child~~ shall be from the list of approved examinations from the State Board of Education;
e. The examination must be administered by a neutral, individual qualified to administer tests on the approved list provided by the Oregon Department of Education;
f. The person administering the examination shall score the examination and report the results to the parent or guardian. Upon request of the ESD superintendent, the parent or guardian shall submit the results of the examination to the ESD;
g. All costs for the test instrument, administration and scoring are the responsibility of the parent or guardian;
h. In the event the ESD superintendent finds that the child is not showing satisfactory educational progress, the ESD superintendent shall follow the guidelines in Oregon Revised Statutes and Oregon Administrative Rules.

6. Children whose sixth birthday occurred on or before September 1 immediately preceding the beginning of the current school year, if the parent or guardian notified the child's resident district in writing that the parent or guardian is delaying the enrollment of their child for one school year to better meet the child's needs for cognitive, social or physical development, as determined by the parent or guardian.

7. Children who are present in the United States on a nonimmigrant visa and who are attending a private, accredited English language learner program in preparation for attending a private high school or college.

8. Children excluded from attendance as provided by law.

9. Children who are eligible military children[1] are exempt up to 10 days after the date of military transfer or pending transfer indicated in the official military order.

[1] "Military child" means a child who is in a military family covered by the Interstate Compact on Educational Opportunity for Military Children, as determined under rules adopted by the State Board of Education.

10. An exemption may be granted to the parent or guardian of any child 16 or 17 years of age who is lawfully employed full-time, or who is lawfully employed part-time and enrolled in school, a community college or an alternative education program as defined in ORS 336.615.

11. An exemption may be granted to any child who is an emancipated minor or who has initiated the procedure for emancipation under ORS 419B.550 - 419B.558.

END OF POLICY

Legal Reference(s):

ORS 153.018
ORS 163.577
ORS 339.010 - 339.095
ORS 339.139
ORS 339.990

OAR 581-021-0026
OAR 581-021-0029
OAR 581-021-0076
OAR 581-021-0077

Dallas School District 2

Code: JEA-AR
Revised/Reviewed:

Compulsory Attendance Notices and Citations**

Appropriate notices on student absences or irregular attendance may be issued by the district in accordance with law. A citation may be issued by the superintendent or designee for noncompliance of ORS 339.035[1] in accordance with ORS 339.095.

1. Attendance Supervisor

   The attendance supervisor shall:

   a. Determine whether a parent or guardian has failed to enroll their child and to maintain the child in regular attendance at a public school. "Regular attendance" means attendance which does not include more than eight unexcused one-half day absences, or the equivalent thereof, in any four-week period in which school is in session;
   b. Provide written compulsory attendance noncompliance notification to the parent or guardian within 24 hours of notification of the violation from the proper authority. If the student is an adjudicated youth on parole or probation, at the same time notice is given to the parent or other person, the attendance supervisor shall notify the student's parole or probation officer of the student's absence;
   c. Serve the notification personally or by certified mail. The notification will be written in the home language of the parent or guardian of the student;
   d. Ensure that notification includes a statement requiring the student to appear at the public school on the next school day following receipt of the notice and to maintain regular attendance for the remainder of the school year;
   e. Ensure that the notification states that the parent or guardian has the right to request an evaluation to determine if the child should have an individualized education program (IEP) or Section 504 plan ("504 plan") or right to request a review of their child's current IEP or 504 plan;
   f. Provide a copy of the notice to the [superintendent or designee{[2]}] at the time notice is given to the parent or guardian.

   The attendance supervisor, within three days of knowledge of noncompliance by the parent or guardian, shall notify the superintendent.

[1] ORS 339.035 provides requirements for teaching by private teacher, parent or guardian.

[2] {OAR 581-021-0077, requires such notice to the superintendent, a principal or other appropriate school official.}

2. Superintendent or Designee

If after review of a student's record, a citation in violation of ORS 339.035 appears warranted, prior to issuing the citation, the superintendent or designee shall provide written notification to the parent or guardian of the student and the student. The notice will be written in the native language of the parent or guardian. The notice will be delivered personally or by certified mail and will state that:

a. The student is required to attend regularly, a full-time school during the school year;
b. A citation for violation of ORS 339.035 may be issued by the superintendent or designee;
c. The parent or guardian has the right to request an evaluation to determine if the student should have an IEP or 504 plan, if the student does not have one, or a review of the student's current IEP or 504 plan;
d. The parent or guardian and student are required to attend a scheduled conference with the superintendent or designee. The date, time and place of conference will be specified in the notice.

If an evaluation or review as described in item c. above has been requested, this conference will be scheduled after its completion.

3. Conference

The superintendent or designee may conduct a conference with the parent or guardian and student. Auxiliary aids and services will be provided upon advance request. The superintendent or designee may:

a. Review Oregon's attendance law and the student's attendance record;
b. Determine the reasons for the noncompliance;
c. Develop a plan for student attendance improvement (i.e., contract, etc.);
d. Inform the parent and student of other available resources in the district and community, if available;
e. Discuss the potential consequences for continued attendance noncompliance, including the potential for the issuance of a citation, if applicable.

Dallas School District 2

Code: IGBAF-AR
Adopted: 3/14/16
Revised/Readopted: 2/27/23
Orig. Code: IGBAF-AR

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 students 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[1]~~

~~Individualized COVID-19 Recovery Services 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;~~
~~a. Supplementary aides and services;~~
~~b. Additional or intensified instruction;~~
~~c. Social emotional learning support; and~~
~~d. 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.~~

~~a. IEP teams shall consider the impact COVID-19 on the eligible student's ability to engage in their education, develop and re-establish social connections with peers and school personnel, and adapt to the structure of in-person learning.~~
~~b. For initial IEPs, IEP teams shall also review the impact of COVID-19 on the eligible student's initial evaluation timeline and eligibility determination in considering the need for Individualized COVID-19 Recovery Services.~~
~~c. For annual reviews, IEP teams shall also consider the impact of COVID-19 on the implementation of the eligible student's IEP considering the need for Individualized COVID-19 Recovery Services.~~

~~Any member of the IEP team, including parents and eligible students, may request that the IEP team meet to review the need for Individualized COVID-19 Recovery Services at any time.~~

~~a. IEP teams are not required to meet more than once annually to consider the need for Individualized COVID-19 Recovery Services unless updated information indicates the eligible student's circumstances have changed or there is reason to suspect that the eligible student may need any additions or modifications to their Individualized COVID-19 Recovery Services.~~
~~b. IEP teams that considered the need for Individualized COVID-19 Recovery Services at an initial IEP or annual review meeting on or after June 24, 2021 shall review the need for Individualized COVID-19 Recovery Services at the next annual review, but are not required to do so before then unless the eligible student's circumstances have changed or there is reason to suspect that the eligible student may need any additions or modifications to their Individualized COVID-19 Recovery Services.~~

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

~~When Individualized COVID-19 Recovery Services are recommended, the eligible student's IEP must be updated to reflect the recommendation.~~

~~The district or program shall provide written notice to the parents of each eligible student regarding the opportunity for the IEP team to meet to consider Individualized COVID-19 Recovery Services.~~

~~After each determination is made, the district or program shall provide written notice to the parent and/or adult student with a disability regarding the determination of need for Individualized COVID-19 Recovery Services. This notice shall include the following documentation:~~

~~a. A statement of the Individualized COVID-19 Recovery Services recommended based on the meaningful input of all IEP team members, including parents and eligible students, as appropriate;~~
~~b. The projected dates for initiation and duration of Individualized COVID-19 Recovery Services~~
~~c. The anticipated frequency, amount, location, and provider of the services described in item a. above and whether these services are being provided within the standard instructional day for the eligible student.~~

~~If the district and parent hold an IEP meeting to discuss the need for Individualized COVID-19 Recovery Services and do not reach an agreement regarding such services, the district and parent may request a Facilitated IEP meeting. If the district and the parent choose to participate in a Facilitated IEP meeting, the district shall notify ODE.~~

~~Nothing in this section shall affect or otherwise alter a parent's right to seek mediation under OAR 581-015-2335, request a due process hearing under OAR 581-015-2345, a complaint under OAR 581-015-2030, or other parental rights under the procedural safeguards.~~

~~Nothing in this section relieves the district of its duty to create an appropriate IEP for every eligible student, regardless of whether the eligible student requires Individualized COVID-19 Recovery Services.~~

~~7.~~6. 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.~~7. IEP Team Considerations and Special Factors

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

(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.

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 (OAR) 411-345-0020. 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 this information at each IEP meeting that includes discussion of post-secondary education goals and transition services.

~~9.~~8. 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.~~9. 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.~~10. 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 FAPE. In these situations, district policy will govern liability and transfer of the device when the student ceases to attend the district.

~~12.~~11. 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 FAPE 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 FAPE 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 the OARs.
(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.~~12. 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.

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.

Dallas School District Erollment Report
September 2024

School	Capacity	Kgtn	1	2	3	4	5	Total	June 2024	Sep 23/24	Sep 22/23	Sep 21/22	Sep 20/21
Lyle	*[460]*	18	27	27	20								
		18	28	28	23								
		17	27	27	23								
		16											
Total		69	82	82	66			299	328	323	N/A	346	N/A
Oakdale	*[412]*	19	26	25	21								
		19	22	23	23								
		21	26	24	24								
				24									
Total		59	74	96	68			297	330	335	N/A	350	N/A
Whitworth	*[437]*				22	25	28						
					22	25	27						
						28	26						
						28	26						
						29	27						
						28	27						
Total					44	163	161	368	361	360	N/A	353	N/A
Total K-5								964	1019	1018	N/A	1049	N/A

Dallas School District Erollment Report
September 2024

School	Capacity								June 2024	Sep 23/24	Sep 22/23	Sep 21/22	Sep 20/21
LaCreole	*[728]*	Grade 6	Grade 7	Grade 8									
		210	183	178				**571**	567	582	N/A	606	N/A
DHS	*[1020]*	Grade 9	Grade 10	Grade 11	Grade 12	Post High	Odysseyware						
		245	217	226	201	8		**897**	851	871	N/A	963	N/A
MCAP	*[108]*	Grade 9	Grade 10	Grade 11	Grade 12								
			10	4	48			**62**	61	67	N/A	75	N/A
PADTC	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12						
			2	6	1	3	1	**13**	18	17	N/A	15	N/A
DVA										0	0	99	N/A
						Grand Total		2507	2516	2555	N/A	2807	N/A
						Including LVCS/DCS		2968					

LVCS CHARTER	Current	Last Year
In District	137	132
Out of Dist	76	97
Total	**213**	**229**
High school extended	228	

In 2006 Morrison was a charter school with 80 students.

Elementary reconfiguration effective 09/10 school year.

Last Year Extended Campus 2015-16

Dallas Community School							
KG	1st	2nd	3rd	4th	5th	6th	7th
10	22	17	21	22	23	25	33
			8th	9th	10th	11th	12th
Total	**248**		17	19	21	10	8
First year 2015-16							

Minutes
Citizens Oversight Committee
September 10, 2024
District Office Board Room
5:30 pm

Present: Jerry Boudreaux, Bob Archer, Steve Spencer, Sean Johnson, Gary Suderman, Marlene Gillis, Lee Schlenker, Tara Townley, Jen Reinhart, Deena Loughry, Bill Masei, Tami Montague, Natalie Castillo

1.0 Welcome - Meeting called to order at 5:30 p.m.

2.0 Approval of Minutes –

- A motion to approve the minutes from the meeting on June 6, 2024, was made by Tara and seconded by Bill.
- A motion to approve the minutes from the meeting on August 6, 2024, was made by Bill and seconded by Jen.

3.0 Review of Charge of Committee – Jerry reviewed the list with the committee to ensure that it is on record that it was reviewed by the committee for the new school year.

- Assure compliance – Budgetary, timelines, etc.
- Monitor Projects with timely updates
- Communication

3.1 Review of Priorities –

- School Safety
- Critical Facility Upgrades
- CTE/Alternative Education
- Communication

4.0 Financial Update – Tami

- Tami gave the financial update through August 2024.
- A discussion was had regarding the future of Emerick Construction with the district Bond Projects.

5.0 Old Business

5.1 Existing CTE Building – The design has been reconfigured a couple of times and we are still aiming to use it for flexible space to allow different trades to

use the building. By using the building as flexible space, we can programmatically use the space as needed. Health Occupations will still be moved to the building, and we are looking at adding district wide commodity storage. Bill Masei said that Home Comfort has committed to having three classes over two semesters starting the Fall of 2025.

5.2 DHS – A study was done in the theater with the lighting, rigging and functionality of the theater. A planned lighting upgrade should be 100% covered by Energy Trust of Oregon rebates and SB1149 funding, if not very close. The rigging and winches are out of date and not compliant with the current codes.

5.3 Security Fencing – No new information about pricing to discuss. Ideally the fencing would go from the softball field to the corner of the weight room, staff parking would be in the back of the building and student parking would be in the front of the building.

6.0 New Business

6.1 Project Update –

- DHS – Main entry vestibule is complete; access controls are all installed and operable and the cameras were completed over the course of last year. The contract with Emerick is 99% completed apart from a couple of doors that need to be programmed. The roof renovation has been completed except for one small section of metal by the gym. The renovation came in under budget and we received a credit of about $5,000 from WTI, the roofing contractor.
- DHS Stadium – The deteriorating concrete was removed, tied in drainage from the West side, added a couple of catch basins and had asphalt laid down.
- LMS – We received the Final a couple of weeks ago, the back-punch walk was completed, there are a couple of minor items remaining to complete. The vestibule, intercom, video surveillance, and new fire alarm system have all been completed. We began doing the LED lighting upgrade in the hallways, the goal is to have the hallways completed by the end of this year, next year we will replace the classroom lighting with LED. The goal is to have all lighting district wide changed to LED by next summer.
- Whitworth & Oakdale – Intercom, video surveillance and access controls are all completed. There were a couple of doors that were missed at Whitworth but we have extra card readers that will be installed at those locations.
- Lyle Elementary – Once Innova (contractor) completes the other schools, they will focus on Lyle, and it should be completed within 4 – 6 weeks.

The wiring is pulled, and infrastructure are there, they just need to hook up devices, do final trim work, install the readers and Tech will have programming to do. The vestibule is complete. We started a phase of carpeting that runs from fire door, around through the front hallway, and to the other fire door. We also did T-Grid drop ceilings in the hallways with new LED lighting. We also replaced rotting fascia and trim boards on the covered play shed and had the exterior and underside painted. We upgraded the door hardware in the entire building, eliminating several keys and now only having two keys.

- DO/Morrison – The vestibule in Morrison, video surveillance and access controls for the entire building have been completed.
- Summer of 2025 we are going to do the CTE renovation at Dallas High School, more maintenance upgrades, some new siding throughout the district needs to be done and HVAC repair and replacement is ongoing. We will continue with lighting upgrades, and we also have some sidewalk repair that will need to be completed throughout the district particularly in front of the high school on Holman. We will be replacing the comp roofing on the district portables and Post High building.

7.0 **Public Input** – N/A

8.0 **Next Meeting** – October 1, 2024, 5:30 PM, District Office, and move around to the different schools to see what has been done over the summer.

9.0 **Adjourn** - Motion made by Lee; motion seconded by Tara. The meeting adjourned at 6:30 p.m.

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Committee Chair **Jerry Boudreaux** **Date**

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Committee Secretary **Natalie Castillo** **Date**