



36386 Highway 58
Pleasant Hill, OR 97455
Phone: 541-746-9646
FAX: 541-746-2537
www.pleasanthill.k12.or.us

Commitment, Excellence, Community

**PLEASANT HILL SCHOOL DISTRICT NO. 1
SCHOOL BOARD MEETING MINUTES**

Monday, November 4, 2024; 7:00 p.m.; Pleasant Hill Community Center

1. CALL TO ORDER

Board Chair Stephen Hammond called the November 4, 2024 board meeting to order at 7:00 p.m. with the Pledge of Allegiance. Board members present were Vice Chair Drew Gottfried, John Oldham, Rusty Rexius and Jennifer Woodland. Others present were Superintendent Jim Crist, Business Manager Sheri Longobardo, Special Education Director Whitney Connolly, Elementary Principal Brenna Fairchild, Middle/High Principal Chris Reiersgaard and Board Secretary Kimberly Silbernagel.

Stephen Hammond read the mission statement.

2. CHANGES OR ADDITIONS TO THE AGENDA

4. Presentations will be inserted in the meeting when everyone from the group arrives.

3. INTRODUCTIONS AND ATTENDANCE

Audience included PHHS leadership students Katie Dutton, Kendall Carey and Clair Crawford.

5. PUBLIC FORUM

There was no public comment.

6. ACTION ITEMS

6.1 Consent Agenda

6.101 Approve October 21, 2024 Board Meeting Minutes (Exhibit 2425.70)

Minutes will be amended to state that Vice Chair Drew Gottfried was in attendance.

6.102 Accept Enrollment Report – October (Exhibit 2425.71)

6.103 Approve Personnel Action (Resolution 2425.72)

Drew Gottfried moved to approve 6.1 Consent Agenda. Jennifer Woodland seconded the motion. The motion passed 4-0. Rusty Rexius abstained from voting.

6.2 Accept Integrated Guidance Q4 Report (Exhibit 2425.73)

Superintendent Crist reviewed the Q4 Integrated Guidance Report.

Jennifer Woodland moved to approve 6.2 Integrated Guidance Q4 Report. Drew Gottfried seconded the motion. The motion passed unanimously.

6.3 Resolution OSBA Dues Schedule Amendment (Resolution 2425.74)

The board discussed the how raising the OSBA dues would affect the district. There would be an increase of 15% per year for five years, then have an annual increased tied to Consumer Price Index every year thereafter. One main concern is that there is a yearly cap on the increase in dues for larger districts and a floor for smaller districts.

Stephen Hammond moved to approve 6.3 OSBA Dues Schedule Amendment. Drew Gottfried seconded the motion. The motion failed 0-5.

4. PRESENTATIONS

4.1 Students of the Month

Principal Reiersgaard announced the students of the month and most improved students of the month for October.

- Students of the Month
 - Freshman – Jolie Heacock
 - Sophomore – Serenity Peters
 - Junior – Josie Heacock
 - Senior – Emily Krauss
Emily Krauss plans to attend college to study bio engineering. She then wants to attend law school and practice patent law.

- Most Improved Students of the Month
 - Freshman – Pearl Burkeman
 - Sophomore – Ky Seratte
 - Junior – Kayla Metcalf

4.2 High School Leadership

High school leadership students Katie Dutton, Kendall Carey and Clair Crawford presented their report to the board. They updated the board on how homecoming and the accompanying events went. Over 280 students attended homecoming. The week had many fun events including spirit days and an assembly. They also gave an update on fall sports. Volleyball has advanced to the quarter finals of the state playoffs. Girls soccer has advanced to the second round of the state playoffs. Boys soccer had a good season. The girls cross country team advanced to state. Gage Roper from the boy's cross country team also made it to state. Events that leadership is considering for winter/spring are a luau dance, a drive-in movie and participating in the Every 15 Minutes program.

6. ACTION ITEMS continued

6.4 Resolution 2024 Bylaws Amendment (Resolution 2425.75 & Exhibit 2425.76)

Superintendent Crist review the resolution. This resolution would allow caucuses to have an additional director on the OSBA board of directors in the circumstance where the OSBA president or immediate past president is a director from a caucus. This revision is intended to provide the same opportunity for representation for caucuses as is currently provided to regionally elected directors.

Clarify that OSBA board of directors must comply with the Oregon government ethics laws with respect to conflicts-of-interest.

Require OSBA caucuses to submit an annual year end fiscal report to the OSBA board of directors.

Create officer eligibility criteria that requires candidates for officer positions and directors in officer positions to be voting members of the OSBA board of directors.

Expand the OSBA board of directors and legislative policy committee with representatives from the Oregon school board members PRIDE caucus.

Edits to grammar, punctuation, and language for readability.

Jennifer Woodland moved to approve 6.4 Resolution 2024 Bylaws Amendment. Stephen Hammond seconded the motion. The motion passed 3-2. John Oldham and Drew Gottfried voted opposed.

6.5 Resolution Oregon School Board Member Pride Caucus (Resolution 2425.77)

Superintendent Crist reviewed the resolution. This resolution would create an OSBA Pride Caucus. The board discussed concerns that creating another caucus would cause a reduction in monetary support to the caucuses that have already been created.

Stephen moved to approve 6.5 Resolution Oregon School Board Member Pride Caucus. Drew Gottfried seconded the motion. The motion failed 0-5.

6.6 Accept First Read Board Policy Review from October 21, 2024 (Exhibit 2425.78-Exhibit 2425.85)

Superintendent Crist reviewed the first ready board policy updates.

Health Services

- EBBA - First Aid**, Delete
- EBBA - Student Health Services**, Highly Recommended, New
- EBBA-AR - First Aid - Infection Control, Delete
- EBBB - Injury or Illness Reports, Required, Update
- GBEB - Communicable Diseases in Schools, Highly Recommended, Update
- GBEB-AR - Communicable Diseases in Schools, Highly Recommended, Update
- BGEBA - Staff - HIV, AIDS, and HBV, Delete
- JHC - Student Health Services and Requirements**, Delete (in lieu of new EBBA)
- JHCA/JHCB - Immunization and School Sports Participation**, Highly Recommended, Update
- JHCC - Communicable Diseases - Students, Delete
- JHCCA - Students - HIV, HBV and AIDS**, Delete

Restraint or Seclusion Record and Corporal Punishment

- JGA - Corporal Punishment**, Optional, Update
- JGAB - Use of Restraint or Seclusion**, Required, Update
- JGAB-AR - Use of Restraint or Seclusion**, Required, Update

John Oldham moved to approve 6.6 First Read Board Policy. Rusty Rexius seconded the motion. The motion passed unanimously.

6.7 Approve Second Read Board Policy from October 21, 2024 (Exhibit 2425.86-Exhibit 2425.91)

Superintendent Crist reviewed the second read board policy updates.

Civil Rights Coordinator

- AC - Nondiscrimination, Update

Procurements

- DJC - Bidding Requirements, Delete
- DJC - Bidding Requirements, New
- DJC - AR - Exemptions from Competitive Bidding and Special Procurements, Delete
- DJC-AR - Exemptions from Competitive Bidding and Special Procurements, New
- DJCA - Personal Service Contracts, Delete
- DJCA-AR - Personal Service Contracts, Delete

Sexual Harassment Definition

- GBN/JBA - Sexual Harassment, Update
- JBA/GBN - Sexual Harassment, Update

Fingerprinting

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

Drew Gottfried moved to approve 6.7 Second Read Board Policy. Jennifer Woodland seconded the motion. The motion passed unanimously.

7. BOARD DISCUSSION

7.1 Board Policy Review (Exhibit 2425.92-Exhibit 2425.104)
Superintendent Crist discussed the policy update.

Reporting Child Abuse

- BBF - Board Member Standards of Conduct, Highly Recommended, Update version 1
- BBFC - Reporting of Suspected Abuse of a Child, Optional, Update
- GBNAB/JHFE - Suspected Abuse of a Child Reporting Requirements**, Required, Update
- GBNAB/JHFE-AR(1) - Reporting of Suspected Abuse of a Child, Required (add to GBNAB side of policy)
- GBNAB/JHFE-AR(2) - Abuse of a Child Investigations Conducted on District Premises, Highly Recommended, (add to GBNAB side of policy)
- JHFE/GBNAB - Suspected Abuse of a Child Reporting Requirements**, Required, Update
- JHFE/GBNAB-AR(1) - Reporting of Suspected Abuse of a Child, Required, Update
- JHFE/GBNAB-AR(2) - Abuse of a Child Investigations Conducted on District Premises, High Recommended, No update

Special Education and Abbreviated School Day

- IGBAF - Special Education - Individualized Education Program (IEP)**, Required, Update
- IGBAF-AR - Specials Education: Individualized Education Program (IEP)**/*, Required, Update
- IGBAG - Special Education - Procedural Safeguards**, Required, Update

- JBAA - Section 504 - Students**, Highly Recommended, Update version 2
- JBAA-AR - Section 504 - Students**/*, Highly Recommended, Update

8. REPORTS AND INFORMATION

8.1 Elementary School Report (Exhibit 2425.105)

Principal Brenna Fairchild shared her report to the board. Regular attenders are still at 82%. Average daily attendance was 94.87% for October. The elementary team does a six-week progress monitoring cycle for reading data. Each grade level meets to discuss the data and to see if any instructional changes need to be made. The elementary school character trait for the month of October was respect. Students participated in spirit week as part of homecoming week at the high school. Parent teacher conferences will take place this week.

8.2 Middle School Report (Exhibit 2425.106)

Principal Reiersgaard presented Assistant Principal Caleb Salmond's report to the board as he was away at a conference.

- MS Students of the Month for September: Jaxon Dodge, Harper Quinones and Katin Black.
- Most Improved MS Students for September: Corbin Culver, James Dooley and Alistair McCan.
- MS Citizens of the Month for September: Sofia Dennis, Lauren Darling and Avery Parker.

We continue to see positive benefits of moving away from one to one to computers and to classroom sets of computers. In addition to our increased on-task behavior in classes, at this time last year, there were 14 Chromebook damages in the middle school. To date, we have not had a single Chromebook damaged in the middle school. Average daily attendance was 93.94% for October. Fall sports were successful. Middle school girls basketball had their first game tonight.

8.3 High School Report (Exhibit 2425.107)

Principal Chris Reiersgaard shared his report with the board. The high school hosted a career fair on October 30. Over 60 employers presented. Students from Pleasant Hill, Oakridge, Crow and Creswell attended.

The middle/high school has been dealing with a large amount of illness and parental leave for certified staff. The staff has stepped up to help cover classes when not enough subs are available. Average daily attendance was 92.19% for October. Parent teacher conferences are this week. Winter sports begin November 18. A number of fall sport athletes were awarded all-league awards.

8.4 Meals Report (Exhibit 2425.108)

Business Manager Sheri Longobardo shared the meals served data for September and October. The data compared the number of meals served under the 2023-24 Expanded Income Guidelines program compared to the meals served under the 2024-25 Community Eligibility Program. The CEP program provides no cost meals to all students. An in-depth inventory will need to be completed to determine the actual cost effectiveness of the program. District kitchen staff have been able to keep up with the increase in meals served with their currently budgeted staff and hours.

9. BOARD COMMUNICATION

9.1 Calendar of Events

Jennifer Woodland will attend the OSBA Convention, Rusty Rexus will attend the next PHEF meeting and Drew Gottfried will attend the next PHHS Booster Meeting.

10. OTHER BUSINESS

11. NEXT MEETING

- Board Work Session – November 18, 2024; 5:30 p.m.; Pleasant Hill Community Center
- Board Meeting – December 2, 2024; 7:00 p.m.; Pleasant Hill Community Center

12. ADJOURNMENT – 8:19 p.m.

Signed: _____, this _____ day of _____, 2024
Stephen Hammond, Board Chair



36386 Highway 58
 Pleasant Hill, OR 97455
 Phone: 541-746-9646
 FAX: 541-746-2537
www.pleasanthill.k12.or.us

Commitment, Excellence, Community

**PLEASANT HILL SCHOOL DISTRICT NO. 1
 SCHOOL BOARD WORK SESSION AGENDA**

Monday, November 18, 2024; 5:30 p.m.; Pleasant Hill Community Center

1. CALL TO ORDER

Board Chair Stephen Hammond called the November 18, 2024 board work session to order at 5:33 p.m. with the Pledge of Allegiance. Board members present were Rusty Rexius, Jennifer Woodland and Vice Chair Drew Gottfried, via Zoom. Board member John Oldham joined the meeting at 6:15 p.m. Others present were Superintendent Jim Crist, Special Education Director Whitney Connolly, Elementary School Principal Brenna Fairchild, Middle/High School Principal Chris Reiersgaard, Middle School Assistant Principal Caleb Salmond, Curriculum Coordinator Susanna Williams and Board Secretary Kimberly Silbernagel.

2. DISCUSSION

2.1 Data/Assessment and Strategic Planning (Exhibit 2425.109)

Superintendent Crist reviewed the district equity lens and mission statement. He described the purpose of assessment tools in education. Those purposes are data-driven decision-making, tracking student growth and mastery, informing instruction and personalized learning and complements instructional goals with insights on student skills and cognitive abilities.

The board reviewed four assessment tools the district could adopt. They are MAP (Northwest Education Association), Star (Renaissance), IXL Learning and MindPrint Learning. A video presentation of each assessment tool was played. Each assessment tool offers different adaptivity, testing frequency, duration and reporting focus. Mr. Crist then discussed integrating one of the assessment data with Studer Education. The district could utilize Studer Education to assist with goal alignment, data monitoring and instructional support. It would also assist with alignment of board goal setting. The board discussed the potential benefits and concerns of each tool. The district currently uses DIBLES, Lexia Core and Reflex Math as assessment tools.

Superintendent Crist recommended that the district move forward with Star (Renaissance) and Studer Education. This would include sending teachers to Junction City School District so that they can learn about the system from a district that is currently using it. Setting up a pilot program and getting feedback from teachers would be the next step. Switching over to these systems would allow the district to have a systematic approach to gathering assessment data and entering the 21st century with the tools they use. A benefit of using Studer Education is that it will connect with Oregon Data Suite. The board agreed that the district should move forward with Studer Education and Star (Renaissance).

3. NEXT MEETING

- Board Meeting – December 2, 2024; 7:00 p.m.; Pleasant Hill Community Center

4. ADJOURNMENT – 6:41 p.m.

Signed: _____, this _____ day of _____, 2024
Stephen Hammond, Board Chair

Pleasant Hill School District Student Enrollment - Comparison 2023-24 to 2024-25



September		October		November		December		January	
24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24
961	997	948	991	944	980	0	1007	0	970

	September	October	November	December	January
KG	58	60	57	61	60
1	59	76	60	78	75
2	70	80	70	82	79
3	77	72	77	73	74
4	72	85	72	84	81
5	82	78	83	79	74
6	84	73	80	72	72
7	77	70	75	74	70
8	71	66	73	69	66
9	75	80	71	80	78
10	81	80	75	80	77
11	78	82	75	84	78
12	77	95	74	91	86

February		March		April		May		June	
24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24
0	967	0	963	0	964	0	960	0	958

	February	March	April	May	June
KG	59	60	59	58	58
1	75	75	75	75	75
2	79	79	79	78	78
3	73	74	74	74	74
4	80	80	81	80	79
5	75	74	75	75	74
6	72	72	72	72	72
7	71	69	68	68	68
8	67	66	66	65	65
9	78	78	77	77	77
10	75	75	76	76	76
11	77	77	78	78	78
12	86	84	84	84	84

Date: December 2, 2024
Resolution: 2425.113

PHHS Gym Seismic Upgrade

Relevant Data:

Seismic Upgrade of High School Gym

In May 2024, the District was awarded a \$2,499,940 Seismic Rehabilitation Grant from the Infrastructure Finance Authority (Business Oregon) based on an application prepared by WRK Engineers, Inc. This grant covers the design and construction of seismic upgrades to the Pleasant Hill High School Gymnasium, with Seismic Evaluation Reports completed as part of the grant process.

On September 13, 2024, the District issued a Request for Qualifications (RFQ) for structural engineering, architectural design, and project management services for the gym's seismic rehabilitation. Four candidates attended the mandatory pre-proposal meeting on September 20, 2024, and two firms submitted proposals for review.

The District review team evaluated the submissions based on the criteria outlined in the RFQ. Both firms met the requirements, but WRK Engineers stood out for their ability to maximize grant funds, control costs, and their extensive experience with Seismic Rehabilitation Grant Program (SRGP) projects, including similar gymnasium structures. The selection was based on qualifications, with price negotiations and contract terms following the selection process.

Additionally, WRK has submitted the attached Engineering Services Proposal .

Recommendation:

It is recommended the Board of Directors approve the award of the Pleasant Hill High School Gymnasium Seismic Rehabilitation Project to WRK Engineers of Vancouver, WA.

Submitted and Recommended by:

Jim Crist, Superintendent

Pleasant Hill School District Pleasant Hill High School Gymnasium Seismic Rehabilitation

Engineering Services Proposal



November 8, 2024





November 8, 2024

Jim Crist
Superintendent
Pleasant Hill School District
36386 Hwy 58
Pleasant Hill, OR 97455

**RE: Proposal for Structural Engineering Services
Pleasant Hill High School Gymnasium Seismic Rehabilitation
Pleasant Hill, Oregon
24096.BD**

Dear Jim,

Thank you for the opportunity to submit this structural engineering services proposal for the Pleasant Hill High School Gymnasium Seismic Rehabilitation project. This proposal includes our current understanding of the scope of work and services required to complete the Schematic Design through the Project Closeout phases of the project.

PROJECT BACKGROUND

In May 2024, the Pleasant Hill School District (District) was awarded a grant from Oregon's Seismic Rehabilitation Grant Program (SRGP) for the seismic rehabilitation of the Pleasant Hill High School Gymnasium through the Infrastructure Finance Authority: Business Oregon. The total grant award is \$2,499,940 for the design and construction of the seismic rehabilitation project. The award was based on the seismic evaluation prepared by WRK Engineers. As part of the grant application, we prepared a preliminary seismic rehabilitation scheme for an "Immediate Occupancy" structural performance level for the BSE-1E seismic hazard (i.e., 225-year mean earthquake recurrence period) and "Life Safety" structural performance for the BSE-2E seismic hazard (i.e. 975-year mean earthquake recurrence period).

SCOPE OF BASIC SERVICES

Our scope of work will include all services as shown in our RFP response to the District for this project as well as preparing construction documents for the seismic strengthening as well as providing construction administration support through project closeout. We will provide full Engineering/Architectural design services and provide project management support services for the District throughout the project.



Pre-Design/Schematic Design

At the beginning of the project, we will visit the Gymnasium to perform a detailed walk through of the building to gather an in-depth understanding of the building as-built conditions. Our entire Design Team will attend this meeting to jump start the design process. We will perform 3-D scanning of the Gymnasium and start the development of a detailed virtual model of the project.

We will also use this time to have our in-person project kick-off meeting with the District. At the kick-off meeting we will review the District's project goals and verify our understanding of the District "wish list". This is the first step in the process to maximizing every dollar of the Grant award for the District's benefit.

We understand the District wants to use the CM/GC project delivery method, which we wholeheartedly support for this project. We will prepare and advertise the "Facts and Finding Report" and "RFQ" for complying with the requirements of OAR 137-049-0600 Construction Manager/General Contractor Services ("CM/GC Services"). For the CM/GC advertisement and selection process, we will provide a structural narrative that outlines the potential seismic strengthening options for the project in addition to the concept shown in the SRGP application.

As the prime consultant, we will support the District with the following services:

- Develop the Finding of Fact for District review and approval,
- Publicly advertise the Finding of Facts for 14 days and assist with public meeting,
- Distributing RFQ documents to and advertise this to prospective proposers,
- Organize and conduct a pre-bid conference for prospective proposers,
- Prepare responses to questions from prospective proposers and provide clarifications and interpretations of the RFQ documents in the form of pre-proposal submission addenda,
- Provide a submittal evaluation scoring sheet for the Evaluation Committee as well as organize and participate in the CM/GC interviews, and subsequently assist in documenting and distributing the selection results.
- Prepare the contract between the District and selected CM/GC.

Please note, the District will be in control of CM/GC selection process, but we will guide the District through the State of Oregon procurement procedures for solicitation and procurement of the CM/GC services as needed.

We assume the CM/GC will be selected and join the Project Team during this project phase. During this phase we will develop conceptual seismic rehabilitation schemes for the building. We will work with our Design Team, the District, and the CM/GC to coordinate the rehabilitation scheme with the other programming needs of the building to minimize long-term impacts to the building use. The strengthening options will be



identified and presented to the District as the best-value concepts for achieving the desired target building performance. Considerations such as, but not limited to, construction impacts to building occupants, construction phasing, and cost effectiveness will be incorporated into the discussion of best-value concepts. We will also incorporate all the District “wish list” items into the project scope.

At the beginning of the project, we will review the grant application strengthening concepts prepared by WRK Engineers with the District. However, based on the project goals as identified by the District, we will work collaboratively with the District and CM/GC to arrive at the best solution for the seismic strengthening and develop a strategic plan that aligns with the Districts project goals. In other words, we will consider the preliminary strengthening concepts, but take a fresh look at the project and arrive at the best solution with the District and CM/GC.

Our Schematic Design (SD) documents will include detailed mark-ups of the building drawings and will identify the various strengthening elements for both the structural and nonstructural systems. We assume the CM/GC will provide a detailed construction cost estimate of the SD documents. This will be used to validate that the expected project costs are in alignment with the SRGP funding limitations. If the project is over the grant budget, we will initiate a “value engineering” process with the District and CM/GC to bring the project within budget prior to proceeding to the next design phase. The District will have the opportunity to approve the SD package prior to proceeding with the next design phase.

Design Development/Construction Documents

During the Design Development/Construction Documents (DD/CD) phase, our Design Team will work with the District and the CM/GC to refine our building seismic analysis and finalize the design for the selected strengthening scheme of the Gymnasium.

The DD/CD package will be developed based on the approved SD submittal and will include complete structural plans, sections, and details for typical and special conditions.



In addition, our scope of services includes the following additional assumptions:

- We will visit the building multiple times to further investigate and detail the as-built conditions. During these site visits we will also collaborate with the CM/GC to identify constructability issues with the proposed rehabilitation scheme and adjust as necessary.
- We will identify locations where non-destructive testing, such as Ground Penetrating Radar (GPR), will be performed to verify the presence and spacing of wall reinforcing. We may also request destructive investigation be performed, with the permission of the District, for material sampling activities. We assume the CM/GC will assist with the selective finishes' demolition, but we will lead the procurement effort for the project Materials Testing Consultant. Please note, we will manage, coordinate, and oversee the work this consultant on the project.
- We assume the building will be partially vacated during construction and that construction may occur in phases to allow continuous use of the facility.
- We will provide plans, sections, elevations, and details (as appropriate) for all structural and architectural system scope related to the seismic strengthening work. We anticipate this work will be completed in conjunction with our subconsultants under our direction.
- We will assist the procurement effort to select a Hazardous Materials survey consultant for the project to identify the extent of hazardous materials abatement required prior to construction. This consultant is an eligible Grant expense, and we assume the District will contract with them directly. However, we will assist the District in managing, coordinating, and oversee the work this consultant.
- We assume there will be no upgrades of the HVAC, electrical or plumbing systems for the building as part of this project. These systems may need to be temporarily moved to allow installation of the seismic rehabilitation measures. We will work with the CM/GC to ensure these construction impacts are addressed in the CD's. However, if the District would like to incorporate additional building system work beyond the seismic strengthening into the project, we would be happy to revise this proposal to provide these services.
- We assume the CM/GC will provide detailed construction cost estimates at the SD, and the DD and 90% CD milestones. Note, these are critical project budget milestones to verify the project scope aligns with the Grant budget.
- We will prepare and submit the project for review by the Oregon State Office of Historic Preservation (SHPO). We will be responsible for ensuring SHPO approval for the project is secured. Please note, all buildings funded by the SRGP require SHPO review.
- In order to maximize grant funds for the District, we may also prepare additional Bid Additive Alternate packages for the CM/GC to price in addition to the Guaranteed Maximum Price (GMP). This will allow the District to exercise the Bid



Additive Alternates should the project construction contingency not be needed for the base GMP work. We have successfully used this with other Districts to minimize the unspent Grant award funds.

- We will prepare quarterly reports for the District to meet the Grant program requirements. We anticipate working directly with you to ensure the timely completion of these reports. Once completed, we will submit these directly to the State on behalf of the District.

Permitting

We will submit the project on behalf of the District to the Lane County Building Permit Department. Please note, the seismic strengthening work is considered “voluntary” by the Oregon Structural Specialty Code (OSSC) and, as such, should not be subject to an extensive building permit review process. We assume all fees associated with the building permit will be paid by the District.

For the permitting phase, we will prepare all Building Permit applications, respond to agency plan check comments, as needed, and be fully responsible for securing the project Building Permit. In other words, outside of paying for the permit fees, the District will not need to participate in the Building Permit application process.

Construction Administration

During the Construction Administration (CA) phase, we will advise and consult with the District to ensure a smooth construction process. We will assist you in representing the District's interest and provide oversight of the CM/GC. The District will retain complete control and authority throughout the project for all final decisions regarding the work. In addition, our CA services will include the following:

- We have assumed a 16-week construction duration will be needed for the project. However, the final construction schedule, along with any early work or construction phasing, will be determined with the District and CM/GC.
- We will attend onsite Owner/Engineer/Contractor meetings on a weekly basis throughout construction. Note, as identified in our RFP response, we will staff the project with an experienced Oregon Professional Engineer during construction. We will not allow an inexperienced staff member to service the project without supervision.
- We will review required submittals, respond to contractor requests for information (RFI's), review change proposals related to our work, and issue bulletins and supplemental instructions as needed.
- We will review monthly Pay Applications and certify the amounts due the Contractor and issue certificates in such amounts. Our certification for payment shall constitute a representation to the District, based on our site observations and information contained in the Contractor's Application for Payment, to the best of

our knowledge and belief, the work has progressed to the point indicated, the quality of the work is in accordance with the contract documents, and that the contractor is entitled to payment in the amount certified. Payment to the Contractor shall be the responsibility of the District.

- We will visit the site weekly to observe the general progress of the construction work completed and determine if the work is being performed in a manner indicating the work, when fully completed, will be in accordance with the contract documents. Based on our observations, we will keep the District informed about the progress and quality of the portion of the work completed, and promptly report to the District:
 1. Known deviations from the CD's,
 2. Known deviations from the most recent construction schedule submitted by the Contractor,
 3. Defect and deficiencies observed in the work.

Please note, detailed special inspection required by the local jurisdiction, or the Building Code, are the responsibility of the Special Inspector of Record, retained by the District. As part of our services, we will lead the procurement for the District in selecting a qualified Special Inspector for the project and manage this consultant on behalf of the District.

We will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work of the contractor, nor shall we be responsible for the contractor's failure to perform the work in accordance with the contract documents. We shall not have control over or charge of, and shall not be responsible for, the acts or omissions of the contractor or of any person or entities performing portions of the work. However, our commitment to the District is to ensure the Contractor completes the contracted scope of work in accordance with the CD's and project schedule requirements.

Project Closeout

At the completion of construction, we will:

- Perform a final "punch list" walk-through of the project to identify any project scope items requiring correction by the contractor.
- Conduct site observations to determine the date or dates of substantial completion and the date of final completion.
- Issue Certificate of Substantial Completion.
- Forward to the District, for the District's review and records, written warranties and related documents required by the CD's and received from the contractor.



- Issue a final Certificate for Payment based upon a final observation walk-through that, to the best of our knowledge, information, and belief, the work complies with the requirements of the contract documents.
- Prepare Record Drawings based on the Contractor's marked-up documents showing changes made during construction.
- Prepare and submit on behalf of the District to the State all closeout paperwork for grant closeout approval.
- Procure the necessary SRGP plaque required to be installed as part of the project. The fees associated with purchasing the plaque will be paid for by WRK Engineers.
- We will forward to the District the following information received from the Contractor:
 - Consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment,
 - Affidavits, receipts, releases and waivers of liens, or bonds indemnifying the District against liens,
 - Any other documentation required of the contractor under the contract documents.

Project Deliverable Summary

For this project, we anticipate our deliverables will include the following:

- **Schematic Design Documents.** Based on the best-value rehabilitation measures, we will develop the schematic design documents for review and approval. These documents will form the basis for developing the detailed construction documents.
- **DD/CD Review Set.** We anticipate issuing construction document review sets at the 60%, 90%, and 100% milestones. We anticipate our documents will include plan drawings, sections, elevations, and details. We anticipate our deliverables will include (as applicable):
 - Foundation Strengthening Plans,
 - Roof Strengthening Plans,
 - Building Sections,
 - Typical Detail Sheets,
 - Condition Specific Details Sheets,
 - Nonstructural Bracing Plans,
 - Nonstructural Bracing Details,
 - Architectural System Plans/Details,
 - Project Specifications.
- **Bid Documents/Permit Set.** The bid documents will include complete plans, sections, elevations, and details for typical and special conditions. We will also provide a Project Specification Manual for all appropriate sections, excluding Divisions 00 & 01 as these will be the responsibility of the CM/GC. Our package will



also include complete structural calculations for submission to the Building Department.

Once the building permit has been issued and any pre-bid or post-bid addendum information has been issued, we will prepare a conformed drawing set for use by the CM/GC as the Issued for Construction (IFC) or Conformed set. The Conformed drawing set will clearly indicate any revisions that occurred between the bid/permit set and the Conformed drawing set.

COMPENSATION AND TERMS

Basic Service Fee

Based on the above assumptions and scope of work, we propose a basic service fixed fee of **\$390,000.00** for the project. **Please note, our proposed fee does not exceed the allotment in the SRGP award for Engineering Services.** For your reference, we have provided a breakdown of our fee by phase in the table below.

Fee Breakdown by Phase	
Project Phase	Fee
Pre-Design/Schematic Design	\$ 78,400.00
Design Development/Construction Documents	\$ 195,000.00
Permitting	\$ 11,600.00
Construction Administration	\$ 97,500.00
Project Closeout	\$ 7,500.00
Total	\$390,000.00

Please note, our fee includes allowances for the Design Team subconsultants (Architect, Geotechnical Engineer, and Materials Testing during design phase) and all reimbursable expenses needed for the project completion. **Unless there is a change in scope of work, we will not ask for fees in addition to what is shown above to complete the project.**

Invoicing will be on a percent-completed basis. Invoices shall be submitted monthly for services and are due when rendered.



We appreciate the opportunity to propose our services to the District and look forward to working together on this project. We are prepared to begin work immediately upon receiving authorization. Should you have any questions or require additional information, please contact us.

Offered by (Engineer of Record):

Accepted by (Client):



(signature)

Brian Knight, P.E., S.E.
President
WRK Engineers, Inc.

(Signature) (Date)

Printed name/title)

(For)



TERMS and CONDITIONS

The Engineer of Record (EOR) shall perform the services outlined in this agreement for the stated fee agreement.

ACCESS TO SITE: Unless otherwise stated, the EOR shall have access to the site for activities necessary for the performance of the services. The EOR shall take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage to the site.

CLIENT RESPONSIBILITY: Client shall provide EOR with complete information, in writing, as to all project requirements and as-built information which could affect the engineering services being provided under this agreement. EOR has a right to rely upon this information.

FEE: The total fee, except stated fixed fee, shall be understood to be an estimate based upon scope of services, and shall not be exceeded without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Reimbursable expenses are in addition to the stated fixed fee. They include, but are not limited to, expenses incurred in connection with the project, such as printing costs (other than in-house or review sets), express delivery services, mileage, meals, lodging, and long-distance telephone calls.

BILLINGS/PAYMENTS: Invoices shall be submitted monthly for services and are due when rendered. Invoices shall be considered PAST DUE if not paid within thirty (30) days after the invoice date and the EOR may, without waiving any claim or right against the Client and without liability whatsoever to the Client, terminate the performance of the service. In the event any portion or all of an account remains unpaid ninety (90) days after billing, the Client shall pay the costs of collection, including reasonable attorney fees upon trial and appeal.

MUTUAL INDEMNIFICATIONS: The Client shall indemnify and hold harmless the EOR and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney fees) arising out of or resulting from the performance of the services, provided that any such claims, damages, losses or expenses are caused in whole or in part by the negligent act or omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the EOR, or anyone for whose acts any of them may be liable). EOR shall indemnify and hold harmless the Client and all of its personnel from and against all claims, damages, losses and expenses (including reasonable attorney fees and expert fees) arising out of or resulting from the performance of the services provided that any such claims, damages, losses, or expenses are cause in whole or in part by the negligent act or omission and/or strict liability of EOR, anyone directly or indirectly employed by EOR.

ASSIGNMENT: This agreement may not be assigned without the prior written consent of the other party. No consent shall be unreasonably withheld.

NO WARRANTY: In performance of professional services, the EOR shall use that degree of care and skill ordinarily exercised under similar circumstances by other members of the profession in this locale. No other warranty, either expressed or implied, is made in connection with rendering of professional services.

HIDDEN CONDITIONS: When advised by the EOR, investigation of structural conditions concealed by existing finishes shall be authorized and paid for by the Client. Where investigation is NOT authorized, the EOR shall not be responsible for the condition of the existing structure.

TERMINATION OF SERVICES: This agreement may be terminated by the Client or the EOR should the other fail to perform his obligations hereunder or at Client's or EOR's sole discretion by thirty (30) days written notice. In the event of termination, the Client shall pay the EOR for all services rendered to the date of termination, all reimbursable expenses and reimbursable termination expenses. EOR will be responsible for completing all services compensated for or returning payments for work not performed but already paid by Client.

OWNERSHIP OF DOCUMENTS: All documents produced by the EOR under this agreement shall remain the property of the EOR and may not be used by this Client for any other endeavor without the written consent of the EOR. The documents may be used by the Client for the improvement intended, but for no other purpose but upon execution of this Agreement. EOR grants to the Client a nonexclusive license to use the documents produced by the EOR solely and exclusively for the Project, provided that the Client substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The license granted under this section permits the Client to authorize the Client's Contractor, subcontractors, sub subcontractors and material or equipment suppliers, as well as the Client's consultants to reproduce applicable portions of the documents produced by EOR solely and exclusively for the use in performing services for the Project.

APPLICABLE LAW: Unless otherwise specified, this agreement shall be governed by the laws of the State of Oregon. Any legal action involving any question arising under this contract must be brought in Lane County Circuit Court.

MEDIATION: Should any dispute arise between the two parties to this agreement, it is agreed that the dispute will be submitted to a mediator, acceptable to both parties, as soon as such dispute arises, but in any event prior to commencement of arbitration or litigation. Both parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

ACCESS TO RECORDS: Each party shall have access to the books, documents, and other records of the other party, which are related to this Agreement for the purpose of examination, copying and audit unless otherwise limited by law. The EOR shall maintain such books and records for a minimum three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

COMPLIANCE WITH APPLICABLE LAWS: EOR shall comply with all federal, state, county and local laws, ordinances, and regulations applicable to the work to be done under this Agreement. EOR further agrees to make payments promptly when due to all persons supplying to EOR labor or materials for the completion of the work provided in this Agreement.

INSURANCE: Unless otherwise specified in a solicitation document (if any), at all times while providing services under this Agreement. EOR shall maintain in force, at EOR's expense, insurance coverage at least equal to the value of this Agreement and the following insurance coverage:

- a. Workers Compensation. As required by ORS 656.017, subject employers shall provide Workers Compensation coverage in accordance with ORS Chapter 656 for all subject workers. EOR shall have this insurance unless exempt under ORS 656.027 or 656.126.
- b. Professional Liability/Errors & Omission (E&O). If EOR is performing services that require a state license, then EOR shall maintain professional liability/E&O insurance coverage of at least \$1,000,000 for each claim, incident or occurrence, and at least \$2,000,000 annual aggregate coverage.
- c. General Liability. EOR shall maintain general liability insurance coverage on an occurrence basis with a combined single limit of not less than \$1,000,000 for bodily/personal injury and property damage, with an annual aggregate \$2,000,000.

CERTIFICATE(S) OF INSURANCE: This Agreement is not binding, and the EOR will not commence work until the Client receives certificate(s) of insurance demonstrating EOR meets all of the insurance requirements in this Section of the Agreement. Each certificate shall provide there shall be no cancellations, termination, material change or reduction of limits of the insurance without 30 days deductible or retention level. For general liability coverage, the certificate shall also provide the Client, its agents, officers, and employees are named as additional insured with respect to EOR's services provided under this Agreement.

LICENCES: At all times during the term of this Agreement EOR represents it has any currently required licenses, certificates or other evidence of the necessary skills, abilities and professional knowledge needed to carry out the terms of this Agreement. EOR also agrees to with the rules of professional conduct set forth in OAR chapter 820, division 20.

CORPORATE PROTECTION: It is intended by the parties to this agreement that the EOR's services in connection with the project(s) shall not subject the EOR's individual owners, officers, or employees to any legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the client agrees that as the client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the EOR, and not against any of EOR's individual owners, officers or employees.

REVIEW OF CONTRACTORS WORK: The EOR shall not supervise, direct, or have control over the Contractor's work. The EOR shall not be responsible for the Contractor's means, methods, procedures, techniques, or sequences of construction, nor for safety programs and procedures employed by the contractor on the job site. The EOR shall not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents. If included in the EOR's Scope of Services, the EOR shall review and take appropriate action with respect to shop drawings, product data, samples, and other submittals required under the contract documents to be submitted by contractor. The EOR's review shall be only for the limited purpose of ascertaining general compliance with the design concept for the project and the information given in the contract documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions, quantities, weights, gauges, or fabrication processes, nor for substantiating instructions for installation or performance of systems designed by contractor, nor for coordination with the work of other trades. Review of a specific item shall not indicate acceptance of an assembly of which the item is a component. When professional certification, by other licensed professionals or the Owner or contractor for performance characteristics of materials, systems, or equipment is required by the contract documents, the EOR shall be entitled to rely upon such certification as verification that the materials, systems, or equipment will meet the performance criteria set forth in the contract documents.

WAIVER SEVERABILITY: Waiver of any default or breach under this Agreement by the Client does not constitute a waiver of any subsequent default or a modification of any other provision(s) of this Agreement. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provision shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.

MERGER CLAUSE: There are no covenants, promises, Agreements, conditions, or understandings between the Parties, either oral or written, other than those contained in this Agreement and its attachment(s). All attachment(s) hereto together constitute the entire Agreement between the Parties.

FORCE MAJEURE: Neither the Client nor EOR shall be responsible for delay or default caused by any contingency beyond their control, including, but not limited to war or insurrection, strikes or lockouts by the Parties' own employees, walkouts by the Parties' own employees, fires, natural calamities, riots or demands or requirements of governmental agencies other than the Client.

MODIFICATION: No waiver, consent, modification or change in the terms of this Agreement shall bind either party unless in writing signed by both Parties. A written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

Date: December 2, 2024

Resolution: 2425.114

OSAA Cooperative Sponsorship

Relevant Data:

Full member schools, located in the same geographic area, may apply for cooperative sponsorship for an OSAA activity when a school has difficulty sponsoring the activity by itself. For the 2024-25 academic year, the following program is applying for cooperative sponsorship:

- Girls Swimming – Pleasant Hill High School and Springfield High School

Support for this application will make activities available for PHHS students that would not be available in our school because of a lack of numbers if joint sponsorship did not occur.

Recommendation

It is recommended that the Board of Directors support the OSAA Cooperative Sponsorship Application for Girls Swimming between: Pleasant Hill High School and Springfield High School

Submitted By:
Kyle McClain
PHHS Athletic Director

Recommended By:
Jim Crist
PHSD Superintendent

OUT-OF-STATE TRAVEL REQUEST (Board Decision/Date _____/_____)

IMPORTANT NOTE

Out of State Trip request forms must be submitted and approved at least 90 days prior to the date of proposed trip before any commitment can be made to parents, students, etc. Any changes to this trip request must be covered and resubmitted to the Board in an Addendum.

***All costs must be paid by the program or building. The District assumes no costs for trips.**

School: High School Contact: Zac Tendick Date: 10/30/24

Club/Organization Going on Trip: HS Jazz Bands and Jazz Choir # of Students (M/F): 19/21

Number of Faculty Chaperones: 2 Number of Parent/Other Chaperones: 4

Names of Chaperones:

School Staff: Zac Tendick, Ryan Dixon

Parents/Others: Marissa Smith (parent), 1 administrator, 2 additional parent chaperones

Destination: University of the Pacific, Stockton CA Dates of Trip: 2/28-25 – 3/4/25

Estimated Total Cost: ~\$22,310 Cost to the Program/Building*: \$22,310
(Includes substitute teacher cost.)

Amount Fundraised to Date: \$0

Fundraising Activities: Krispy Kreme sales, Roaring Rapids Pizza Co., Virginia Warren Grant, Pleasant Hill Jazz Festival, Anonymous Donations, Bake Sale at Concerts, Gatehouse Pizza Night, Christmas Tree Pick Up, more TBD

Lodging: Holiday Inn Express Walnut Creek

Food: Breakfast Provided at hotel, students buying lunches and dinners

Method of travel: Charter Bus – Metropolitan Shuttle
(Note: District vehicles **are not** available for out-of-state travel)

of School Days Missed: 3
(If more than two school days will be missed, please attach additional rationale to justify absences)

Special insurance, if applicable: (Company) _____
Type of Coverage _____ Cost per Person _____

Applicable forms on file: (please check)

Yes Parent Permission Form Yes Medical Release Form Yes Student Fundraising Agreement

Purpose for the trip and a tentative Itinerary must be included with this form.

Approval, once granted, is contingent upon the club/organization raising all funds required to cover all costs, including substitute teacher costs, associated with the trip. The building principal will report to the Superintendent or Business Manager no less than 30 days prior to the trip of the club/organization's status raising all required funds.

Approved: X Denied: Principal: Curtis R... Date: Nov. 1, 2024

**SCHOOL & CLUB
EVENT
LOCATION
DATES**

PURPOSE OF THE TRIP

- **What are the objectives of the trip and how are the experiences provided related to class or school program?**

The objectives of the trip are to perform for, listen to, and learn from other music programs and professionals in the music industry. The Pacific Jazz Festival features world class musicians and educators that our students will interact with and learn from. Listening to and experiencing live music is the most essential and beneficial aspect of music education. Students will be exposed to and participate in a large music festival that features musicians from all over the region.

- **How will the activities on the trip provide opportunities for students to obtain new skills, insights, knowledge, or appreciation? How will the trip provide opportunities for students to use those skills they have already acquired?**

Workshops, masterclasses, concerts, and clinics will all be offered at this festival. Students will receive critique from world class musicians, as well as hear from some of the best jazz musicians in the world. By participating in this festival, students will also be listening to other schools from all over the country.

- **How will the experience motivate students for further learning?**

Students will be motivated to continue improving and learning this artform. The Oregon State Jazz Championships is right around the corner after this festival, and attending this festival will give students much needed encouragement, critique, and motivation to finish the year strong and perform well at the state level.

- **Does the trip make best use of available time and money?**

Music trips like this create memories that last a lifetime. Students will bond with each other and exercise skills such as independence, responsibility, and leadership that they wouldn't otherwise. There are some students in our music program that seek to be professionals, and this festival is a fantastic opportunity for exposure and connection for further education at the post-secondary level.

- **What effect does the trip have on other classes or programs?**

Students will be missing three days of school. Students will need to check with their teachers ahead of time to see what material and work they will be missing.

- **What arrangements for transportation and other factors pertaining to supervision of students have been considered to ensure maximum safety?**

We will be taking a chartered bus for travel, as well as have some parent chaperones drive support vehicles. Ryan Dixon and myself (Zac Tendick) will supervise on the trip, as well as four other chaperones: two male and two female. Students will have a curfew each night at the hotel, as well as stay in groups of three or more whenever we are at the University of the Pacific and during our other trip activities.

- **Have all monies required to cover the cost of this trip been fundraised?**

No. We are currently implementing several fundraisers to help pay for the cost of this trip.

RATIONALE*

Every year band and choir students take part in a “big trip.” These trips are a highlight of the school year for these students. Fundraising and planning happen all year long to lead up to a deeply impactful and memorable experience. Being a PHHS alum myself, I still take the memories and experiences with me from my high school band big trips. I was able to see parts of the world, connect with other students and musicians, and grow as a person myself in ways that I wouldn’t have otherwise. By being in band and choir, these students are afforded the opportunity to do the same.

Music is an art form that does not exist in physical space, it exists in time and experience. The only way to grow as a musician is to experience it and invest the necessary time. Whether that is practice, performance, or sharing in the experience as an audience member, getting out there and being a part of music outside of our small town and school is essential to the development of our young musicians.

It is a joy to see them grow and become young adults that will positively impact those around them and the greater community. My hope, every year, is that I can give these young people the same experience that so deeply impacted me at their age, and that will help shape and influence the people they become in adulthood.

**SCHOOL & CLUB
EVENT
LOCATION
DATES**

ITINERARY

Departure Date & Time: Friday, February 28th, Morning

Return Date & Time: Tuesday, March 4th, Evening

Friday, February 28

This is a travel day. We will leave in the early morning and arrive to our hotel in the afternoon. After checking into our hotel, we will have dinner and attend a Broadway show in the bay area.

Saturday, March 1

This is the day of the Pacific Jazz Festival. We will leave our hotel in the early morning and spend the entire day at the University of the Pacific.

Sunday, March 2

This day will be spent at a theme park in the San Francisco Bay area. Most likely Six Flags Discovery Kingdom

Monday, March 3

This day we will spend sight seeing and doing activities in San Francisco such as Alcatraz, museums, Pier 39, Academy of Sciences, etc. Specific activities are TBD.

Tuesday, March 4

This is a travel day. We will check out and leave our hotel in the morning and arrive back home in the late afternoon or early evening.

**SCHOOL & CLUB
EVENT
LOCATION
DATES**

ADDENDUM
(required only if change to original request)

Budget

Expenses

Hotel	\$8,060
Bus	\$8,500
Activities	\$5,750
Total	\$22,310

Other Expenses

Food	\$100 per student
Souvenirs	\$100 per student (optional)

Funding

Roaring Rapids Fall '24	\$1500
PH Jazz Festival	\$1000
Virginia Warren	\$1000
Gatehouse Pizza Winter '25	\$TBD
Bake Sales	\$1500
Christmas Tree Pick Up	\$500
Holiday Caroling	\$TBD
Elementary Concert Bouquets	\$500
Total	\$6,000 + TBD

Other

Krispy Kreme	Various per student
*IMA Scholarship Available	\$4,000

After all the projected fundraisers, students should be expected to pay between **\$400-\$500**, plus money for food and souvenirs. This can be paid out of their fundraising efforts through their school individual music account.

*There is \$4,000 of scholarship money available for students that are unable to pay the full amount of the trip.



wd: New Proposal Holiday Inn Express

message

Marissa Smith <missmariss@gmail.com>
"Tendick, Zac" <ztendick@pleasanthill.k12.or.us>

Wed, Oct 30, 2024 at 11:38

----- Forwarded message -----

From: <no-reply@doc.mail.amadeus.com>
Date: Wed, Oct 23, 2024 at 1:43 PM
Subject: New Proposal
To: <missmariss@gmail.com>
CC: <sally.kopf@aimbridge.com>



Holiday Inn Express Walnut Creek
2730 N Main St
Walnut Creek, CA 94596-2732
925-932-3332

Holiday Inn Express Walnut Creek
Pleasant Oregon Hill High School Jazz Festival Trip

February 28, 2025 - March 04, 2025



October 23, 2024

Dear Marissa,
RE: Pleasant Oregon Hill High School Jazz Festival Trip

the hotel is also willing to offer discount parking for cars at \$7.00 per night and buses at \$25.00 (based on availability and must be secured at contract)

Best
Sally Kopf

Sally Kopf
Holiday Inn Express Walnut Creek
925-264-1622
sally.kopf@aimbridge.com

Guestroom Summary

Check-in Date	Quantity	Avg Price/night	Estimated Guestroom Total
02/28/2025	15	134.33	2,015.00
03/01/2025	15	134.33	2,015.00
03/02/2025	15	134.33	2,015.00
03/03/2025	15	134.33	2,015.00
Total			8,060.00

***All currency amounts are in USD.**



 Pleasant Oregon Hill High School Jazz Festival Trip.pdf
640K



Estimate

Metropolitan Shuttle, Inc.

10770 Columbia Pike # 300

Silver Spring, MD 20901

Phone: 866-556-3545

Fax: 202-318-3002

Web: www.metropolitanshuttle.com

E-Mail: info@metropolitanshuttle.com

Created Date	9/20/2024
Quote Number	00238304
Expiration Date	9/27/2024
Sales Rep	DHL

Customer Billing Name / Address

Account Name Pleasant Hill School Dsistrict
 Contact Name Sascha Simmons
 Phone (419) 966-1145
 Email sascha.simmons1@gmail.com

Itinerary Information

Product	Details	Quantity	Sales Price	Total Price
Itinerary Info	Group Leader Contact: Number of Passengers: 50 Pickup Date: 2/27/2025 Pickup Time: 7:00am Pickup Address: Pleasant Hill, OR, USA, , Destination Address: San Francisco, CA, USA, , Return Date: 3/3/2025 Return Time: 7:00 am	1.00	\$0.00	\$0.00
Deluxe Motorcoach	Deluxe Motor Coach seat 50 - 56 Passengers Features High-back reclining individual seats, restroom, DVD player with monitor, PA/sound system ***BASE RATE SUBJECT TO CHANGE ONCE ITINERARY IS PROVIDED***	1.00	\$8,550.00	\$8,550.00

This is a group of students and parents traveling from Oregon to the Bay area for a music festival for their band. We would need travel to San Francisco on 2/27 and also returning to Pleasant Hill, OR on 3/3. Also, with transportation around the bay area for sightseeing and events.

Totals

Total

\$8,550.00

Rate Description

Rates are inclusive of applicable taxes. Rates are based upon vehicle availability. Additional hours will be charged up to \$250.00/hr for motor coach and up to \$200.00/hr for minibus. Parking fees and tolls are the responsibility of customer. Group to provide single room for driver for overnight trips. Vehicles and prices are confirmed with returned contract and 20 percent deposit. Payment in full is due 30 days prior to Start date.

contract and 20 percent deposit. Payment in full is due 30 days prior to departure.

A 15 percent service fee will be assessed upon time of contract to include currently applicable fuel charges, 24 hour customer support, DOT/Insurance compliance verification, minimal driver gratuity, and trip customer service support.

Payment. Bookings more than 30 days prior to the event require a 20 percent deposit paid upon confirmation of the service. Final payment for charter service is due and payable at least thirty (30) days in advance of the first date of service.

Any bookings within 30 days of the event require full payment

PLEASE NOTE - this is only a quote and will not be confirmed until we have received a signed contract.

Rep Note

Sincerely,

Dave Lee
Sales Operations Manager
Direct Dial: (240) 833-4062
Toll Free: (866) 556-3545 ext. 314
Fax: (202) 318-3002
Email: davin@metropolitanshuttle.com
www.metropolitanshuttle.com

Date: December 2, 2024
Policy Review

Board Policy Adoption

Relevant Data:

From time to time, changes in laws or operating practice require changes or additions to board policies. In addition, the district subscribes to a policy review service with Oregon School Boards Association and receives samples that are used to develop policy for Pleasant Hill School District. The following information and policies were presented to the Board of Directors for as a first read during the Regular Board Meeting on November 4, 2024.

Recommendation:

It is recommended the Board of Directors approve the adoption of the following board policy changes.

Health Services

- EBBA - First Aid**, Delete
- EBBA - Student Health Services**, Highly Recommended, New (Exhibit 2425.116)
- EBBA-AR - First Aid - Infection Control, Delete
- EBBB - Injury or Illness Reports, Required (update) (Exhibit 2425.117)
- GBEB - Communicable Diseases in Schools, Highly Recommended (update) (Exhibit 2425.118)
- GBEB-AR - Communicable Diseases in Schools, Highly Recommended (update) (Exhibit 2425.119)
- JHC - Student Health Services and Requirements**, Delete (in lieu of new EBBA)
- JHCA/JHCB - Immunization and School Sports Participation**, Highly Recommended (update) (Exhibit 2425.120)
- JHCC - Communicable Diseases - Students, Delete
- JHCCA - Students - HIV, HBV and AIDS**, Delete

Restraint or Seclusion Record and Corporal Punishment

- JGA - Corporal Punishment**, Optional (update) (Exhibit 2425.121)
- JGAB - Use of Restraint or Seclusion**, Required (update) (Exhibit 2425.122)
- JGAB-AR - Use of Restraint or Seclusion**, Required (update) (Exhibit 2425.123)

Submitted and Recommended By:
Jim Crist, Superintendent

Pleasant Hill School District 1

Code: EBBA
 Adopted:

Student Health Services**

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

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

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

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

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

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

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

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

new medical diagnose(s) impacting a student’s access to education, and implement a student’s individual health plan prior to attending school⁶;

9. Comply with OR-OSHA Bloodborne Pathogens Standards for all persons who are assigned to job tasks which may put them at risk for exposure to body fluids⁷;
10. Refer to adopted policy and procedures for medications in accordance with Oregon law⁸;
11. Include guidelines for the management of students who are medically complex, medically fragile, or nursing dependent as defined by ORS 336.201, including students with life-threatening food allergies and adrenal insufficiency while the student is in school, at a school-sponsored activity, under the supervision of school personnel, in before-school or after-school care programs on school-owned property, and in transit to or from school or school-sponsored activities⁹.

END OF POLICY

Legal Reference(s):

[ORS 329.025](#)
[ORS 332.107](#)
[ORS 336.201](#)
[ORS 336.204](#)

[ORS 336.211 – 336.214](#)
[OAR 581-021-0017](#)
[OAR 581-021-0031](#)
[OAR 581-021-0587](#)

[OAR 581-021-0590](#)
[OAR 581-022-2050](#)
[OAR 581-022-2220](#)
[OAR 581-022-2515](#)

Every Student Succeeds Act, 20 U.S.C. § 7928 (2018).
Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (2018).

⁶ For definitions for this policy see ORS 336.201.

⁷ OAR 437-002-0360 lists various health and safety regulations that apply in the employment setting.

⁸ Medication laws can be found in ORS 339.866 – 339.874 and OAR 581-021-0037; relevant Board policy includes JHCD/JHCDA - Medications.

⁹ For guideline requirements see OAR 581-022-2220(1)(k).

Pleasant Hill School District 1

Code: EBBB
 Adopted: 12/16/13
 Revised/Readopted: 11/20/17

Injury or Illness Reports

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

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

In the event of a work-related³ illness or injury to an employee resulting in in-patient hospitalization, loss of an eye, amputation or avulsion⁵, the district safety officer shall report the incident to the Oregon Occupational Safety and Health Division (OR-OSHA) within 24 hours after notification to the district of an illness or injury. Fatalities or catastrophes⁶ shall be reported⁷ to OSHA within eight hours.

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

The district safety officer will maintain records on injuries, illnesses, and accidents involving district property, employees, students or visiting public. These records will include prevention measures taken, reporting information, periodic statistical reports on the number and types of injuries, illnesses and

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

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

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

⁵ Amputations and avulsions are only required to be reported if they result in bone loss. (OAR 437-001-0704(4))

⁶ "Catastrophe" is an accident in which two or more employees are fatally injured, or three or more employees are admitted to a hospital or an equivalent medical facility. (OAR 437-001-0015(11))

⁷ Reporting must be done in person or by telephone. (OAR 437-001-0704(3))

accidents occurring in the district, and monthly and annual analyses of accident data. Such reports will be submitted to the superintendent.

END OF POLICY

Legal Reference(s):

[ORS 339.309](#)

[OAR 437-001-0015](#)

[OAR 437-001-0700](#)

[OAR 437-001-0704](#)

[OAR 437-001-0760](#)

[OAR 437-002-0360](#)

[OAR 437-002-0377](#)

[OAR 581-022-2225](#)

Pleasant Hill School District 1

Code: GBEB
 Adopted: 11/20/17
 Revised/Readopted: 10/05/20

Communicable Diseases in Schools

The district shall provide reasonable protection against the risk of exposure to communicable disease for students and employees while engaged in the performance of their duties. Reasonable protection from communicable disease is generally attained through immunization, exclusion or other measures as provided by Oregon law, by the local health department or in the *Communicable Disease Guidance for Schools* published by the Oregon Department of Education (ODE) and the Oregon Health Authority (OHA).

A student or employee may not attend school or work, respectively, while in a communicable stage of a restrictable disease or when an administrator has reason to suspect the student or employee has or has been exposed to any disease for which exclusion is required in accordance with law. The district may provide an educational program in an alternative setting. Services will be provided to students as required by law.

Employees shall comply with all other measures adopted by the district and with all rules adopted by Oregon Health Authority, Public Health Division and the local health department.

The district shall protect the confidentiality of each student's and employee's health condition and record to the extent possible and consistent with federal and state law. In cases when a restrictable or reportable disease is diagnosed and confirmed for a student, the administrator may inform employees with a legitimate educational interest.

The district will include, as part of its general emergency plans, a description of the actions to be taken by district staff in buildings and by the district in response to medical emergencies.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)
[ORS 431.150 - 431.157](#)
[ORS 433.001 - 433.004](#)
[ORS 433.010](#)

[ORS 433.110](#)
[ORS 433.235 - 433.284](#)
[OAR 333-018](#)

[OAR 333-019-0010](#)
[OAR 333-019-0014](#)
[OAR 581-022-2220](#)
[OAR 581-022-2225](#)

OREGON DEPARTMENT OF EDUCATION and OREGON HEALTH AUTHORITY, *Communicable Disease Guidance for Schools*. Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2023).
 Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d to -1320d-8 (2018); 45 C.F.R. Parts 160, 164 (2023).

Pleasant Hill School District 1

Code: GBEB-AR
 Revised/Reviewed: 11/20/17; 3/13/23

Communicable Diseases in Schools

In accordance with state law, administrative rule, the local health authority and the *Communicable Disease Guidance*, the procedures established below will be followed.

1. “Restrictable diseases” are defined by rule¹ and include but are not limited to COVID-19, chickenpox, diphtheria, hepatitis A, hepatitis E, measles, mumps, pertussis, rubella, Salmonella enterica serotype Typhi infection, scabies, Shiga-toxigenic Escherichia coli (STEC) infection, shigellosis and infectious tuberculosis, and may include a communicable stage of hepatitis B infection in a child who, in the opinion of the local health officer, poses an unusually high risk to other children (e.g., exhibits uncontrollable biting or spitting). Restrictable disease also includes any other communicable disease identified in an order issued by the Oregon Health Authority or the local public health officer as posing a danger to the public’s health.
2. “Susceptible” for a child means lacking documentation of immunization required under OAR 333-050-0050, or if immunization is not required, lacking evidence of immunity to the disease.
3. “Susceptible” for a school employee means lacking evidence of immunity to the disease.
4. “Reportable diseases” means a disease or condition, the reporting of which enables a public health authority to take action to protect or to benefit the public health.

Restrictable Diseases

1. A student or employee of the district will not attend school or work, respectively, at a district school or facility while in a communicable stage of a restrictable disease, unless authorized to do so under Oregon law. When an administrator has reason to suspect that a student or employee has a restrictable disease, the administrator shall send them home.
2. An administrator shall exclude a susceptible student or employee if the administrator has reason to suspect they have been exposed to measles, mumps, rubella, diphtheria, pertussis, hepatitis A, or hepatitis B, unless the local health officer determines that exclusion is not necessary to protect the public’s health. The administrator may request the local health officer to make a determination as allowed by law. If the disease is reportable, the administrator or designee may report the occurrence to the local health department.
3. A student or employee will be excluded in such instances until such time as the student or employee, respectively, presents a certificate from a physician, a physician assistant licensed under Oregon Revised Statute (ORS) 677.505 - 677.525, a nurse practitioner licensed under ORS 678.375 - 678.390, local health department nurse or school nurse stating that the student or employee does not have or is not a carrier of any restrictable disease. An exclusion for chickenpox, scabies,

¹ OAR 333-019-0010 lists restrictable diseases.

staphylococcal skin infections, streptococcal infections, diarrhea or vomiting may be removed by a school nurse or health care provider.

4. More stringent exclusion standards for students or employees from school or work may be adopted by the local health department.

Reportable Diseases Notification

1. All employees shall comply with all reporting measures adopted by the district and with all rules set forth by Oregon Health Authority, Public Health Division and the local health department.
2. An administrator may seek confirmation and assistance from the local health officer to determine the appropriate district response when the administrator is notified that an employee or student has been exposed to a restrictable disease which is also a reportable disease.
3. District staff with impaired immune responses, that are of childbearing age or some other medically fragile condition, should consult with a medical provider for additional guidance⁴.
4. An administrator shall determine other persons who may be informed of an employee's communicable disease, or that of a student's when a legitimate educational interest exists or for health and safety reasons, in accordance with law.

Equipment and Training

1. The administrator or designee shall determine what equipment and/or supplies are necessary in a particular classroom or other setting in order to prevent disease transmission.
2. The administrator or designee shall consult with the district's school nurse or other appropriate health officials to provide special training in the methods of protection from disease transmission.
3. All district personnel will be instructed annually to use the proper precautions pertaining to blood and body fluid exposure per the Occupational Safety and Health Administration (OSHA).

⁴ Refer to *Communicable Disease Guidance for Schools* published by the Oregon Health Authority and the Oregon Department of Education.

Pleasant Hill School District 1

Code: JHCA/JHCB
 Adopted:

Immunization and School Sports Participation**

Immunization

Proof of immunization must be presented at the time of initial enrollment¹ in school or within 30 days of transfer to the district in accordance with Oregon law. Proof consists of a signed Certificate of Immunization Status form documenting either evidence of immunization, a religious, philosophical beliefs and/or medical exemption or immunity documentation.²

School Sports Participation

A student participating in extracurricular sports in grades 6 through 12 is required to submit to an appropriate School Sports Pre-Participation Examination³ prior to their initial participation in a related district program. The form⁴ is to be completed and signed by a parent or guardian giving permission for the student to participate and signed by a medical provider authorized by law⁵ who has examined and evaluated the student. The completed form(s) must be returned to the school office. A student who is subsequently diagnosed with a significant illness or has had a major surgery is required to have a physical examination prior to further participation.

A student who exhibits signs, symptoms or behaviors consistent with a concussion following an observed or suspected blow to the head or body, or who has been diagnosed with a concussion will not be allowed to participate in any athletic event or training on that day, unless an athletic trainer licensed by the Board of Athletic Trainers or a physician licensed pursuant to ORS 677.100 - 677.228 has determined the student has not suffered a concussion.⁶ Except as allowed above, a student excluded for concussion reasons will not be allowed to return to participate in an athletic event or training until the following three conditions have been met:

1. It is not the same day as the student exhibited signs, symptoms or behaviors, experienced a blow to the head or body, or was diagnosed with a concussion;

¹ The district shall immediately enroll a student experiencing homelessness in the school selected even if the student is unable to produce records normally required for enrollment.

² Documentation requirements for exemptions are outlined in ORS 433.267.

³ The required form is available at <https://www.osaa.org/governance/forms>, a copy may be obtained from a school office, or a form generated by the medical provider may be used if it meets requirements of law in OAR 581-021-0041.

⁴ The form may be used in either a hard copy or electronic format.

⁵ This physical examination must be conducted by a physician possessing an unrestricted license to practice medicine, a licensed naturopathic physician, a licensed physician assistant, a licensed nurse practitioner or a licensed chiropractic physician who has clinical training and experience in detecting cardiopulmonary diseases and defects.

⁶ For more information regarding medical releases for students in grades 9-12, see OSAA rules.

2. The student no longer exhibits signs, symptoms or behaviors consistent with a concussion; and
3. The student has received a medical release form from a health care professional⁷.

A student who continues to participate in extracurricular sports in grades 6 through 12 shall be required to complete a sports examination once every two years, thereafter.

END OF POLICY

Legal Reference(s):

[ORS 326.580](#)

[ORS 336.479](#)

[ORS 336.485 - ORS 336.490](#)

[ORS 433.235 - 433.280](#)

[OAR 333-019-0010](#)

[OAR 333-050-0010 - 050-0120](#)

[OAR 581-021-0041](#)

McKinney-Vento Homeless Assistance Act, Subtitle VII-B, reauthorized by Title IX-A of the Every Student Succeeds Act, 42 U.S.C. §§ 11431-11435 (2018).

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2024).

⁷ “Health care professional” includes a chiropractic physician, a naturopathic physician, a psychologist, a physical therapist, an occupational therapist, a physician assistant or a nurse practitioner who is licensed or registered under the laws of Oregon.

Pleasant Hill School District 1

Code: JGA
 Adopted: 7/87
 Revised/Readopted: 1/10/00; 5/03/21

Corporal Punishment**

The use of corporal punishment in any form is strictly prohibited in the district. No student will be subject to the infliction of corporal punishment.

“Corporal punishment” is defined as the willful infliction of, or willfully causing the infliction of, physical pain. Corporal punishment does not include the use of physical force authorized in ORS 161.205 (2), (4) or (5) for the reasons specified therein, or physical pain or discomfort resulting from or caused by participation in athletic competition or other such recreational activity, voluntarily engaged in by a student.

No teacher, administrator, other school personnel or school volunteer will subject a student to corporal punishment or condone the use of corporal punishment by any person under their supervision or control. Permission to administer corporal punishment will not be sought or accepted from any parent or school official.

A parent or legal guardian of a minor child may use reasonable physical force upon the minor child when and to the extent the person reasonably believes the physical force is necessary to maintain discipline or promote the welfare of the minor child, unless the physical force constitutes abuse as defined in ORS 418.257 or 419B.005.

A staff member is authorized to employ reasonable physical force upon a student only to the extent that the application of physical force is consistent with ORS 339.285 - 339.303 and is not corporal punishment as defined in ORS 339.250(9). Physical force shall not be used to discipline or punish a student.

A staff member found in violation of this policy may be subject to discipline up to and including dismissal. A volunteer found in violation of this policy by administration may be subject to sanctions and/or prohibited from volunteer service in the district.

The superintendent shall inform all staff members and volunteers of this policy.

END OF POLICY

Legal Reference(s):

[ORS 161.205](#)
[ORS 332.107](#)
[ORS 339.240](#)

[ORS 339.250](#)
[OAR 581-021-0050 – 0075](#)

[OAR 584-020-0040](#)

Pleasant Hill School District 1

Code: JGAB
 Adopted: 12/12/11
 Revised/Readopted: 6/23/14; 9/23/19
 1/13/20

Use of Restraint or Seclusion**

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

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

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

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

The use of a seclusion cell is prohibited.

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

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

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

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

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

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

Definitions

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

"Restraint" does not include:

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

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

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

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

“Mechanical restraint” does not include:

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

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

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

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

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

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

1. The total number of incidents involving restraint;
2. The total number of incidents involving seclusion;
3. The total number of seclusions in a locked room;
4. The total number of students placed in restraint;
5. The total number of students placed in seclusion;
6. The total number of incidents that resulted in injuries or death to students or staff as a result of the use of restraint or seclusion;
7. The total number of students placed in restraint or seclusion more than 10 times in a school year and an explanation of what steps have been taken by the district to decrease the use of restraint and seclusion for each student;
8. The total number of restraint or seclusion incidents carried out by untrained individuals;
9. The demographic characteristics³ of all students upon whom restraint or seclusion was imposed;
10. The total number of rooms available for use by the district for seclusion of a student and a description of the dimensions and design of the rooms.

This annual report shall be made available to the public at the district's main office and on the district's website, and to the Board. At least once each school year the parents and guardians of students of the district shall be notified about how to access the report.

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

The complainant, whether an organization or an individual, may appeal a district's final decision to the Oregon Department of Education pursuant to OAR 581-002-0001 - 581-002-0023. This appeal process is represented in Board policy KL- Public Complaints.

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

END OF POLICY

³ Including race, ethnicity, gender, disability status, migrant status, English proficiency and status as economically disadvantaged, unless the demographic information would reveal personally identifiable information about an individual student.

Legal Reference(s):

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

[ORS 339.300](#)
[ORS 339.303](#)

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

[OAR 581-021-0563](#)
[OAR 581-021-0566](#)
[OAR 581-021-0568](#)
[OAR 581-021-0569](#)
[OAR 581-021-0570](#)
[OAR 581-022-2267](#)
[OAR 581-022-2370](#)

Pleasant Hill School District 1

Code: JGAB-AR
 Revised/Reviewed: 12/12/11; 6/23/14;
 9/23/19

Use of Restraint or Seclusion**

Procedure

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

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

5. If restraint or seclusion continues for more than 30 minutes the student must be provided with adequate access to bathroom and water every 30 minutes. If restraint or seclusion continues for more than 30 minutes, every 15 minutes after the first 30 minutes, an administrator for the district must provide written authorization for the continuation of the restraint or seclusion, including providing documentation for the reason the restraint or seclusion must be continued. Whenever restraint or seclusion extends beyond 30 minutes, staff of the district will immediately attempt to verbally or electronically notify a parent or guardian.
6. A district Restraint and/or Seclusion Incident Report must be completed and copies provided to those attending the debriefing meeting for review and comment. The completed Restraint and/or Seclusion Incident Report Form shall include the following:
 - a. Name of the student;
 - b. Name of staff member(s) administering the restraint or seclusion;
 - c. Date of the restraint or seclusion and the time the restraint or seclusion began and ended;
 - d. Location of the restraint or seclusion;
 - e. A description of the restraint or seclusion;
 - f. A description of the student's activity immediately preceding the behavior that prompted the use of restraint or seclusion;
 - g. A description of the behavior that prompted the use of restraint or seclusion;
 - h. Efforts to de-escalate the situation and alternatives to restraint or seclusion that were attempted;
 - i. Information documenting parent or guardian contact and notification.
7. A documented debriefing meeting must be held within two school days after the use of restraint or seclusion. The parent or guardian of the student must be invited to attend the meeting³, and the meeting will include staff members involved in the intervention and any other appropriate personnel. The debriefing team shall include an administrator. At the debriefing meeting, the district shall review, in its entirety, any audio or video recording⁴ preserved as a record of the incident involving restraint or seclusion in accordance with law. Written notes shall be taken and a copy of the written notes shall be provided to the parent or guardian of the student.

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

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

³ "Meeting" means the debriefing meeting at which the audio or video recording will be viewed. (OAR 581-021-0556(9))

⁴ To the extent practicable without altering the meaning of the record, the district shall segregate or redact from such a record any personally identifiable information of other students before disclosure to the student's parent or guardian. If the district is unable to segregate or redact personally identifiable information of other students without altering the meaning of the record, the district shall disclose the record to the student's parent or guardian in its original format and without any alteration. "Disclose" means to inform the student's parent or guardian that the record exists; that the record in its original format and without alteration will be available for review by the parent or guardian privately and in the debriefing meeting; and that a copy of the record will be provided to the student's parent or guardian upon request in its original and unaltered format except to the extent that the redaction is needed to protect the personally identifiable information of another student. (ORS 339.294; OAR 581-021-0556(10))

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

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

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

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

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

Date: December 2, 2024
Policy Review

Board Policy First Read

Relevant Data:

From time to time, changes in laws or operating practice require changes or additions to board policies. In addition, the district subscribes to a policy review service with Oregon School Boards Association and receives samples that are used to develop policy for Pleasant Hill School District. The following policies were presented to the Board of Directors for review to reflect the updates as required by legislative action or recommended by the Oregon School Boards Association during Board Discussion at the November 4, 2024 Regular Board Meeting.

Recommendation:

It is recommended the Board of Directors approve the First Read of the following board policy changes. Explanation of changes can be found in accompanying exhibits.

Reporting Child Abuse

- BBF - Board Member Standards of Conduct, Highly Recommended (update version 1) (Exhibit 2425.124)
- BBFC - Reporting of Suspected Abuse of a Child, Optional (update) (Exhibit 2425.125)
- GBNAB/JHFE - Suspected Abuse of a Child Reporting Requirements**, Required (update) (Exhibit 2425.126)
- GBNAB/JHFE-AR(1) - Reporting of Suspected Abuse of a Child, Required (add to GBNAB side of policy) (Exhibit 2425.127)
- GBNAB/JHFE-AR(2) - Abuse of a Child Investigations Conducted on District Premises, Highly Recommended, (add to GBNAB side of policy) (Exhibit 2425.128)
- JHFE/GBNAB - Suspected Abuse of a Child Reporting Requirements**, Required (update) (Exhibit 2425.129)
- JHFE/GBNAB-AR(1) - Reporting of Suspected Abuse of a Child, Required (update) (Exhibit 2425.130)
- JHFE/GBNAB-AR(2) - Abuse of a Child Investigations Conducted on District Premises, High Recommended, (no updates) (Exhibit 2425.131)

Special Education and Abbreviated School Day

- IGBAF - Special Education - Individualized Education Program (IEP)**, Required (update) (Exhibit 2425.132)
- IGBAF-AR - Specials Education: Individualized Education Program (IEP)**/*, Required (update)(Exhibit 2425.133)
- IGBAG - Special Education - Procedural Safeguards**, Required (update) (Exhibit 2425.134)
- JBAA - Section 504 - Students**, Highly Recommended (update version2) (Exhibit 2425.135)
- JBAA-AR - Section 504 - Students**/*, Highly Recommended (update) (Exhibit 2425.136)

Submitted and Recommended By:

Jim Crist
Superintendent

Pleasant Hill School District 1

Code: BBF
 Adopted: 1/10/00
 Revised/Readopted: 1/13/20

Board Member Standards of Conduct

Individual Board members and the Board as a public entity must comply with ethics laws for public officials.

Board members will treat other Board members, the superintendent, staff and the public with dignity and courtesy and will provide an opportunity for all parties to be heard **with** due respect for their opinions.

Board members will recognize the superintendent as the chief executive officer to whom the Board has delegated administrative authority to establish regulations and oversee the implementation of Board policy.

When a Board member expresses personal opinions in public, the Board member should clearly identify the opinions as personal.

A Board member will respect the privacy rights of individuals when dealing with confidential information gained through association with the district.

A Board member will keep information and documents discussed in executive session confidential.

A Board member will not post confidential information or documents about students, staff or district business online, including but not limited to, on social media.

Board members will treat fellow Board members, staff, students and the public with respect while posting online or to social media and will adhere to Oregon Public Meetings Laws, including when communicating with other Board members via websites or other electronic means.

A Board member is a mandatory reporter of child abuse. A Board member having reasonable cause to believe that any child with whom the Board member comes in contact with has suffered abuse or that any person with whom the Board member comes in contact with has abused a child shall immediately make a report to the Department of Human Services (DHS)¹ or to law enforcement within the county where the person making the report is located at the time of contact.

END OF POLICY

Legal Reference(s):

[ORS 162.015 - 162.035](#)
[ORS 162.405 - 162.425](#)
[ORS 192.610 - 192.710](#)

[ORS 244.040](#)
[ORS Chapter 244](#)
[ORS 332.055](#)

[ORS 419B.005](#)
[ORS 419B.010](#)
[ORS 419B.01](#)

¹ How to report abuse or neglect: [Oregon DHS](#). Call 855-503-SAFE (7233)

Pleasant Hill School District 1

Code: BBFC

Adopted:

Reporting of Suspected Abuse of a Child

A Board member is a mandatory reporter of child abuse¹. A Board member having reasonable cause to believe that any child with whom the Board member comes in contact with has suffered abuse or that any person with whom the Board member comes in contact with has abused a child shall immediately notify Oregon Department of Human Services (DHS) or law enforcement pursuant to Oregon Revised Statute (ORS) 419B.015.

The Board member making a report of child abuse, as required by ORS 419B.010, shall make a report through DHS² or to a law enforcement agency within the county where the Board member making the report is located at the time of the contact.

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

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)
[ORS 419B.005](#)

[ORS 419B.010](#)
[ORS 419B.015](#)

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)

Pleasant Hill School District 1

Code: GBNAB/JHFE
 Adopted: 11/15/21

Suspected Abuse of a Child Reporting Requirements**

Any district employee who has reasonable cause to believe that **any child** with whom the employee has come in contact has suffered abuse¹ shall immediately make a report to the Oregon Department of Human Services (DHS) through the centralized child abuse reporting system² or to a law enforcement agency within the county where the person making the report is located at the time of the contact. Any district employee who has reasonable cause to believe that **any person**³ with whom the employee is in contact has abused a child shall immediately report in the same manner described above.

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

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

Any district employee who has reasonable cause to believe that another district employee, contractor, agent, volunteer or student has engaged in abuse, or that a student has been subjected to abuse by another district employee, contractor, agent, volunteer or student shall immediately report such to DHS through its centralized child abuse reporting system or to a law enforcement agency, and to a designated licensed administrator.

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 Board Chair.

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 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 GBNAB/JHFE-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 law enforcement or the centralized child abuse reporting system of DHS, 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 GBNAB/JHFE-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 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.

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

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

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

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

END OF POLICY

Legal Reference(s):

[ORS 339.370 - 339.400](#)
[ORS 418.257 - 418.259](#)

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

[OAR 581-022-2205](#)

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

Pleasant Hill School District 1

Code: GBNAB/JHFE-AR(1)

Revised/Reviewed:

Reporting of Suspected Abuse of a Child

Reporting

Any district employee having reasonable cause to believe that **any child** with whom the employee comes in contact has suffered abuse¹ shall make a report immediately to the Oregon Department of Human Services (DHS) through the centralized child abuse reporting system² or to a law enforcement agency within the county where the person making the report is at the time of their contact. Any district employee who has reasonable cause to believe that **any person**³ with whom the employee is in contact has abused a child shall immediately report in the same manner.

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 DHS through its centralized child abuse reporting system or to a law enforcement agency, and to a designated licensed administrator or alternate licensed administrator for their school building.

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

If the superintendent is the alleged abuser the report shall be submitted to the Board Chair.

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

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

When the designee receives a report of suspected abuse of a child by a district employee, and there is reasonable cause to support the report, the district shall place the district employee on paid administrative

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.

leave⁵ and take necessary actions to ensure the student’s safety. The employee shall remain on leave until DHS or law enforcement determines that the report is substantiated and the district takes the appropriate employment action, or cannot be substantiated or is not a report of abuse and the district determines that either 1) an employment policy was violated and the district will take appropriate employment action against the employee, or 2) an employment policy has not been violated and no action is required by the district against the employee.

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

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

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

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

Definitions

1. Oregon law defines “abuse” in ORS 419B.005(1).
2. “Child” means an unmarried person who is under 18 years of age or is a child in care, as defined in ORS 418.257.
3. A “substantiated report” means a report of abuse that a law enforcement agency or DHS determines is founded.

Confidentiality of Records

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

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

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

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

Failure to Comply

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

Cooperation with Investigator

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

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

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

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

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

Pleasant Hill School District 1

Code: GBNAB/JHFE-AR(2)
 Revised/Reviewed:

Abuse of a Child Investigations Conducted on District Premises

The Department of Human Services (DHS) or a law enforcement agency has the authority to conduct an investigation of a report of child abuse on school premises according to Oregon Revised Statute (ORS) 419B.045. The school administrator must be notified that the investigation is to take place, unless the administrator is a subject of the investigation. The investigator is not required to reveal information about the investigation to the school as a condition of conducting the investigation.

After the investigator provides adequate identification, school staff shall allow access to the child and provide a private space for conducting the interview. The investigator shall be advised by a school administrator or a school staff member of a child’s relevant disabling conditions, if any, prior to any interview with the child. The school administrator or designee may, at the investigator’s discretion, be present to facilitate the investigation.

School staff may only notify DHS, the law enforcement agency or school employees that are necessary to enable the investigation. School staff may not notify any other persons, including the child’s parent(s) or guardian(s).

 Investigator Name (Printed)

 Name of Agency

 Name of Worker’s/Investigator’s Supervisor

 Supervisor Contact Information

 Investigator Position and Badge or ID Number

 Student Name

 School

 Investigator Signature

 Date

Investigator refused to sign. District staff should not deny entry based on refusal to sign.

FOR COMPLETION BY DISTRICT STAFF

- Student not available for interview
- Student refused to be interviewed
- Administrator participated in interview

 Name of Administrator Notified

 Name of Office Staff Involved

 Name of Participating Administrator

This form should be placed in a separate secure file and not in the student’s file.

Pleasant Hill School District 1

Code: JHFE/GBNAB
 Adopted: 7/87
 Readopted: 12/14/15; 2/10/20;
 11/15/21
 Orig. Code: 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 abuse¹ shall make a report to the Oregon Department of Human Services (DHS) through the centralized child abuse reporting system² or to a law enforcement agency within the county where the person making the report is located at the time of the contact. Any district employee who has reasonable cause to believe that **any person**³ with whom the employee is in contact has abused a child shall immediately report in the same manner described above.

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

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

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

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 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 law enforcement or the centralized child abuse reporting system of DHS, 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 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.

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

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

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

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

END OF POLICY

Legal Reference(s):

[ORS 339.370 - 339.400](#)
[ORS 418.257 - 418.259](#)

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

[OAR 581-022-2205](#)

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

Pleasant Hill School District 1

Code: JHFE/GBNAB-AR(1)
 Revised/Reviewed: 11/20/17; 3/12/18; 9/10/18;
 2/10/20

Reporting of Suspected Abuse of a Child

Reporting

Any district employee having reasonable cause to believe that **any child** with whom the employee comes in contact has suffered abuse¹ shall make a report immediately to the Oregon Department of Human Services (DHS) through the centralized child abuse reporting system² or to a law enforcement agency within the county where the person making the report is at the time of their contact. Any district employee who has reasonable cause to believe that **any person**³ with whom the employee is in contact has abused a child shall immediately report in the same manner.

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 DHS through its centralized child abuse reporting system or to a law enforcement agency, and to a designated licensed administrator or alternate licensed administrator for their school building.

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

If the superintendent is the alleged abuser the report shall be submitted to the Board Chair.

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

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

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.

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

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

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

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

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

Definitions

1. Oregon law defines “abuse” in ORS 419B.005(1).
2. “Child” means an unmarried person who is under 18 years of age or is a child in care, as defined in ORS 418.257.
3. A “substantiated report” means a report of abuse that a law enforcement agency or DHS determines is founded.

Confidentiality of Records

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

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

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

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

Failure to Comply

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

Cooperation with Investigator

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

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

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

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

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

Pleasant Hill School District 1

Code: JHFE/GBNAB-AR(2)
 Revised/Reviewed: 9/10/18

Abuse of a Child Investigations Conducted on District Premises

The Department of Human Services (DHS) or a law enforcement agency has the authority to conduct an investigation of a report of child abuse on school premises according to Oregon Revised Statute (ORS) 419B.045. The school administrator must be notified that the investigation is to take place, unless the administrator is a subject of the investigation. The investigator is not required to reveal information about the investigation to the school as a condition of conducting the investigation.

After the investigator provides adequate identification, school staff shall allow access to the child and provide a private space for conducting the interview. The investigator shall be advised by a school administrator or a school staff member of a child’s relevant disabling conditions, if any, prior to any interview with the child. The school administrator or designee may, at the investigator’s discretion, be present to facilitate the investigation.

School staff may only notify DHS, the law enforcement agency or school employees that are necessary to enable the investigation. School staff may not notify any other persons, including the child’s parent(s) or guardian(s).

Investigator Name (Printed)	Name of Agency
Name of Worker’s/Investigator’s Supervisor	Supervisor Contact Information
Investigator Position and Badge or ID Number	Student Name
Investigator Signature	School
	Date

Investigator refused to sign. District staff should not deny entry based on refusal to sign.

FOR COMPLETION BY DISTRICT STAFF

- Student not available for interview
- Student refused to be interviewed
- Administrator participated in interview

 Name of Administrator Notified

 Name of Office Staff Involved

 Name of Participating Administrator

This form should be placed in a separate secure file and not in the student’s file.

Pleasant Hill School District 1

Code: IGBAF
 Adopted: 4/10/06

Special Education - Individualized Education Program (IEP)**

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

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

END OF POLICY

Legal Reference(s):

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

[OAR 581-015-2000](#)
[OAR 581-015-2190](#)

[OAR 581-015-2195](#)
[OAR 581-015-2200](#)
[OAR 581-015-2205](#)
[OAR 581-015-2210](#)
[OAR 581-015-2215](#)
[OAR 581-015-2220](#)
[OAR 581-015-2225](#)

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

Assistance to States for the Education of Children with Disabilities, 34 C.F.R. §§ 300.5 - 300.6, 300.22 - 300.24, 300.34, 300.43, 300.105 - 106, 300.112, 320.325, 300.328, 300.501 (2012).

Pleasant Hill School District 1

Code: IGBAF-AR
 Adopted: 3/10/08
 Revised/Reviewed: 2/14/22

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

{Required administrative regulation (AR). This AR is designated as required because the district is required to do everything in this AR; having this AR may help demonstrate compliance during the ODE audit process.}

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.
- b. The district takes whatever action is necessary to ensure that parents understand the proceedings of the IEP team meeting, including arranging for an interpreter for parents with deafness or whose native language is other than English.
- g. The district provides a copy of the IEP to the parents at no cost.

2. IEP Meetings

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

3. IEP Team Members

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

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

d. Participation by other employees:

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

4. Agreement for Nonattendance and Excusal

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

5. IEP Content

- a. In developing the IEP, the district considers the student's strengths, the parent's concerns, the results of the initial or most recent evaluation, and the academic, developmental and functional needs of the student.
- b. The district ensures that IEPs for each eligible student includes:
 - (1) A statement of the student's present levels of academic achievement and functional performance that:

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

- (6) A statement describing how the district will measure student's progress toward completion of the annual goals and when periodic reports on the student's progress toward the annual goals will be provided.

6. "'''''' 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.

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.

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.

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.

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.

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.

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.²

Informed and written consent from the parent or foster parent is necessary prior to implementing an abbreviated school day program. A parent or a foster parent may, at any time, revoke consent for the

² See ORS 343.324.

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.

Pleasant Hill School District 1

Code: IGBAG
 Adopted: 3/10/08
 Revised/Readopted: 11/02/20

Special Education - Procedural Safeguards**

Procedural Safeguards – General

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

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

Procedural Safeguards Notice

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

The district provides to parents a copy of the *Procedural Safeguards Notice*, published by the Oregon Department of Education, at least once per year and upon initial referral or parent request for special education evaluation and when the parent requests a copy. The district also gives a copy to the student at least a year before the student's 18th birthday or upon learning that the student is considered emancipated.

The district provides the *Procedural Safeguards Notice* in the parent's native language or other mode of communication unless it is clearly not feasible to do so. If the native language or other mode of communication of the parent is not a written language, the district takes steps to ensure that the notice is translated orally or by other means understandable to the parent and that the parent understands the content of the notice. The district maintains written evidence that it meets these requirements.

Parent or Adult Student Meeting Participation

1. The district provides parents or adult students an opportunity to participate in meetings with respect to the identification, evaluation, IEP and educational placement of the student, and the provision of a free appropriate public education (FAPE) to the student.
2. The district provides parents or adult students written notice of any meeting sufficiently in advance to ensure an opportunity to attend. The written notice:
 - a. States the purpose, time and place of the meeting and who is invited to attend;
 - b. Advises that parents or adult students may invite other individuals who they believe have knowledge or special expertise regarding the student;
 - c. Advises that the team may proceed with the meeting even if the parents are not in attendance;
 - d. Advises the parents or adult students who to contact before the meeting to provide information if they are unable to attend; and
 - e. Indicates if one of the meeting's purposes is to consider transition services or transition services needs. If so:
 - (1) Indicates that the student will be invited; and
 - (2) If considering transition services, identifies any agencies invited to send a representative (with parent or adult student consent).
3. The district takes steps to ensure that one or both parents of a child with a disability are present at each IEP or placement meeting or are afforded the opportunity to participate, including:
 - a. Notifying parents of the meeting early enough to ensure that they will have an opportunity to attend; and
 - b. Scheduling the meeting at a mutually agreed upon time and place.
4. If neither parent can attend, the district will use other methods to ensure an opportunity to participate, including, but not limited to, individual or conference phone calls or home visits.
5. The district may conduct an evaluation planning or eligibility meeting without the parent or adult student if the district provided meeting notice to the parent or adult student sufficiently in advance to ensure an opportunity to attend.

Access to Records

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

END OF POLICY

Legal Reference(s):

ORS 343.155	OAR 581-015-2000	OAR 581-015-2310
ORS 343.165	OAR 581-015-2030	OAR 581-015-2325
ORS 343.173	OAR 581-015-2090	OAR 581-015-2330
ORS 343.177	OAR 581-015-2095	OAR 581-015-2345
ORS 343.181	OAR 581-015-2190	OAR 581-015-2360
	OAR 581-015-2195	OAR 581-015-2385
OAR 581-001-0005	OAR 581-015-2305	

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

Pleasant Hill School District 1

Code: JBAA
 Adopted: 11/19/18

Section 504 – Students**

In compliance with the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 and the Americans with Disabilities Amendments Act of 2008 (ADA), the district shall ensure that no otherwise qualified individual with disabilities shall, solely by reason of a disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity conducted by the district or those provided by the district through contractual or other arrangements. Programs and activities shall be accessible and usable by individuals with disabilities as prescribed by law.

The superintendent will ensure all students are identified annually who qualify for Section 504. Students will be evaluated by a team of individuals knowledgeable about the student, the meaning of the evaluation data and placement options. Services will be provided as required by law.

The superintendent will develop administrative regulations as needed for the implementation of this policy and to meet the requirements of state and federal law. Regulations will include provisions to ensure notice of the district’s responsibilities are provided as required and that procedures are established for students, parents and staff with complaints concerning district compliance with the provisions of law.

END OF POLICY

Legal Reference(s):

ORS 192.630	ORS 659A.103	OAR 581-021-0046
ORS 326.051(1)(e)	ORS 659A.109	OAR 581-021-0049
ORS 343.068		OAR 581-022-2310
ORS 659.850	OAR 581-015-2030	
ORS 659.865	OAR 581-021-0045	

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2017); 28 C.F.R. Part 35 (2017).
 Nondiscrimination on the Basis of Handicap in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 104 (2017).

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

Americans with Disabilities Act Amendments Act of 2008.

Pleasant Hill School District 1

Code: JBAA-AR
Revised/Reviewed: 11/19/18

Section 504 – Students**/*

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

Definitions

1. A student is considered a “qualified individual with disabilities” under Section 504 if the student:
 - a. Has a physical or mental impairment which substantially limits one or more major life activities, even when mitigating measures, such as medication, prosthetics, hearing aids, etc., ameliorate the effects of the disability (e.g., any student receiving services under the Individuals with Disabilities Education Act (IDEA), students with diabetes). The term does not cover students disadvantaged by cultural, environmental or economic factors;
 - b. Has a record or history of such an impairment (e.g., a student with learning disabilities who has been decertified as eligible to receive special education under IDEA, a student who had cancer, a student in recovery from chemical dependencies);
 - c. Is regarded as having such an impairment. A person can be found eligible under this provision if the student:
 - (1) Has a physical or mental impairment that does not substantially limit a major life activity but is treated by the district as having such a limitation;
 - (2) Has a physical or mental impairment that substantially limits a major life activity only as a result of the attitudes of others towards such impairment (e.g., a student who is obese); or
 - (3) Has no physical or mental impairment but is treated by the district as having such an impairment (e.g., a student who tests positive with the HIV¹ virus but has no physical effects from it).
 - d. Has a qualifying disability that is episodic or in remission.
2. “Physical or mental impairment” means any physiological disorder or condition, cosmetic disfigurement or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; endocrine; or any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental illness and specific learning disabilities;
3. “Major life activities,” as defined by the ADA, means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, working, eating, sleeping, standing, lifting, bending, reading, concentrating, thinking, communicating; and major

¹ HIV - Human Immunodeficiency Virus

bodily functions including, but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine and reproductive functions;

4. “Program or activity” includes all district programs and activities. The district will also ensure that contracts with those who provide services to the district, such as alternative programs, also provide students with disabilities an equal opportunity to participate in the program or activity;
5. “Potentially disabling conditions” under Section 504, if they substantially limit a major life activity, may include, but are not limited to:
 - a. Attention deficit disorder (ADD);
 - b. Behavior disorders;
 - c. Chronic asthma and severe allergies;
 - d. Physical disabilities such as spina bifida, hemophilia and conditions requiring students to use crutches;
 - e. Diabetes.

District Responsibilities

The superintendent or designee will:

1. Provide written assurance of nondiscrimination whenever the district receives federal money in accordance with application guidelines;
2. Designate an employee to coordinate the district’s compliance efforts with Section 504;
3. Provide procedures to resolve student, parent and employee complaints of discrimination;
4. Provide notice to students, parents, employees, including those with vision or hearing impairments, of the district’s policy of compliance with Section 504 prohibiting nondiscrimination in admission or access to or treatment or employment in district programs or activities. District aids, benefits and services will afford students with disabilities equal opportunity to obtain the same result, gain the same benefit or reach the same level of achievement as students without disabilities, in the most integrated setting appropriate to the student’s needs. Notice will specify the employee designated by the district to coordinate the district’s Section 504 compliance efforts;
5. Annually identify and locate students with disabilities who are Section 504 qualified in the district and who qualify for services;
6. Annually notify students with disabilities and their parents or guardians of the district’s responsibilities under Section 504;
7. Provide parents or guardians with procedural safeguards:
 - a. Notice of their rights under Section 504, including the right to request an impartial hearing as provided by Oregon Administrative Rule (OAR) 581-015-2390;
 - b. An opportunity to review relevant records.

8. Provide all employees assigned to work with a student with specialized needs to assist the student with educational, behavioral, medical, health or disability-related support access to the 504 Plan.

Transportation

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

Evaluation

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

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

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

Placement

In interpreting evaluation data and making placement decisions, the evaluation team will:

1. Draw upon information from a variety of sources;
2. Ensure that all relevant information is documented and considered;
3. Ensure that the student is educated with students without disabilities to the maximum extent possible.

Reevaluations

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

Discipline

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

Complaints

Student, parent or staff complaints of noncompliance with the provisions of Section 504 will be reported to the superintendent or designee and processed as provided in Board policy AC - Nondiscrimination and the accompanying administrative regulation.

Pleasant Hill School District #1 Monthly Principal's Report

Date: December 2, 2024

PHHS___ PHES__X_

1. Attendance Data-

We have started some new attendance incentives for each grade level and class. We have a leaderboard that is by grade level and also includes staff! We also have attendance champions for the class at each grade level with the highest attendance.

Here is October's results:

First Place- 2nd grade 96.89%

Second Place- Kinder- 95.84%

Third Place- 4th grade- 95.47%

Fourth Place- 1st grade-94.87%

Fifth Place- 5th grade-94.64%

Sixth Place- Staff-94.12%

Seventh Place- 3rd Grade-92.62%

Here are the top classes for each grade level:

K- Craig

1-Mason

2-Davis

3-Holladay

4-Bond

5-Grassman

Mrs. Davis' class has the best attendance in the whole school!

2. Our staff received training on using Oregon Data Suite, a program that is provided to us through Lane ESD. We are working on recording data and all different kinds of supports we offer students. This platform gives us the opportunity to have a continuous record of a student- attendance, behavior, reading, interventions, etc. We are excited about having one place to house all of this information.
3. Our character trait of the month for November was Kindness. Mrs. Black sent out a kindness calendar with an act of kindness for each day to encourage students to practice kindness.
4. Mr. Bofto, our PE teacher, hosted two family PE nights (K-2 & 3-5) to share with families what PE looks like at PHES and what students learn in PE. Families had the opportunity to participate in these activities. It was so fun seeing families participate in these activities with their kids!
5. Upcoming Events:
 - December 3rd- K-2 Billie Spirit Assembly 1:40pm
 - December 5th- 3-5 Billie Spirit Assembly 1:40pm
 - December 10th- PTO Meeting, 6:30pm
 - December 12th- 5th Grade Winter Concert, 6:30pm
 - December 17th- Winter Wonderland in PE
 - December 19th- Billie's Winter Shoppe

Pleasant Hill School District #1 Monthly Principal's Report

Date: December 2, 2024

PHHS___ PHMS__X__PHES___ (Check one)

Recap

Congratulations to the Middle School Students of the Month for October:

Students of the Month: Dominik Hammond-Mendez, Camryn Carey, Oliver Krauss

Most Improved Students of the Month: Callie Curtis, Bailey Kelley, Tessa Sprague

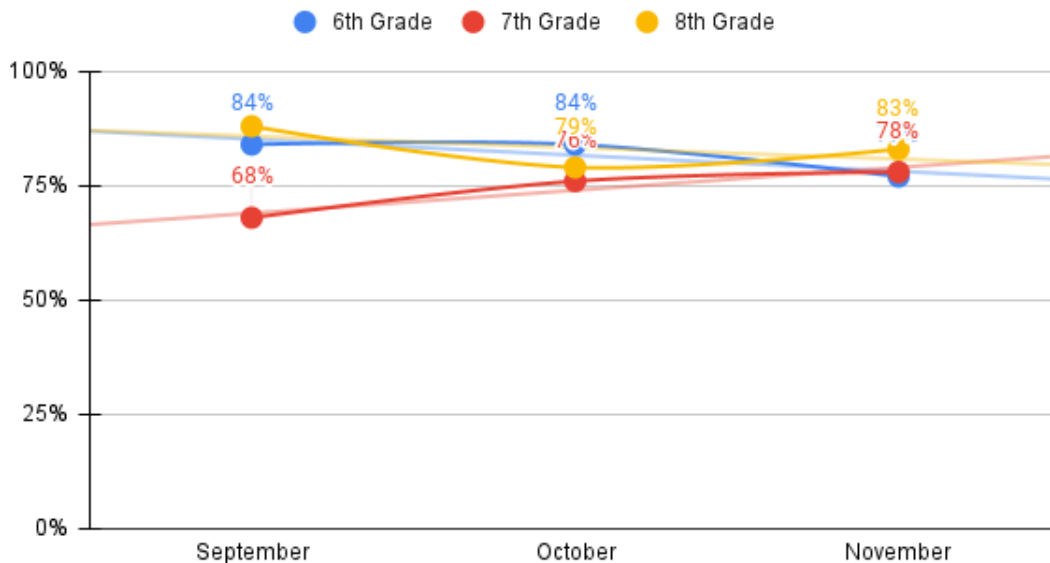
Citizens of the Month: Emerson Hill, Roman Glaspey, Olivia Flint

Before the Thanksgiving Break we had our 1st quarter awards assembly. This was a great opportunity for teachers to celebrate students' academic Grit and Perseverance in their classes. A huge thank you to Middle School Student Council members and the teacher advisors, Mrs. Moch and Mrs. Olson for putting on the event.

Grade Report

For Quarter 1 final grades we had 22 6th and 7th graders, with a total of 48 F's. Four 6th graders, with a total of 11 F's and 18 7th graders with a total of 37 F's.

Regular Attenders By Grade Level

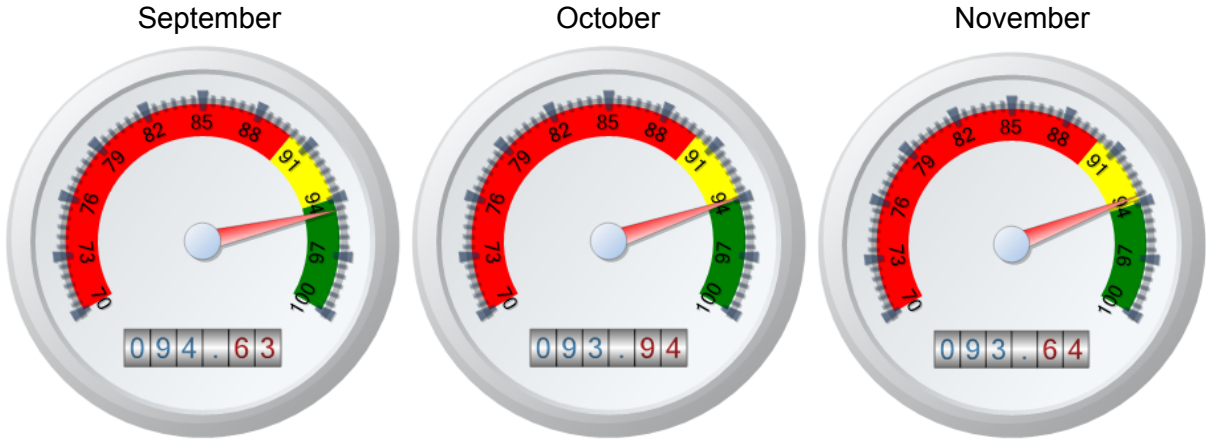


	6th Grade	7th Grade	8th Grade
September	84%	68%	88%
October	84%	76%	79%
November	77%	78%	83%

The percentage of regular attenders (90% or better) is down 7% (*about 5 students*) in the 6th grade after remaining steady at 84% on the year. 7th grade regular attenders are up 2% to 78% and 8th grade regular attenders are up 4% to 83%.

To increase the number of regular attenders, our attendance team made up of counselors and administration is making personal phone calls to families of students with irregular attendance for the week previous.

Average Daily Attendance YTD



Looking ahead

Our winter dance is coming up on Friday December 13th, and we have choir and band concerts upcoming on December 18th and 19th respectively.

Pleasant Hill School District #1 Monthly Principal's Report

Date: December 2, 2024

PHHS__X__ PHMS____PHES____ (Check one)

Recap

November has been a month with ups and downs. As some of our athletic teams' seasons have come to an end, they were successful seasons. Athletes, coaches, fans, and the community represented Pleasant Hill positively and our students enjoyed the fall activities.

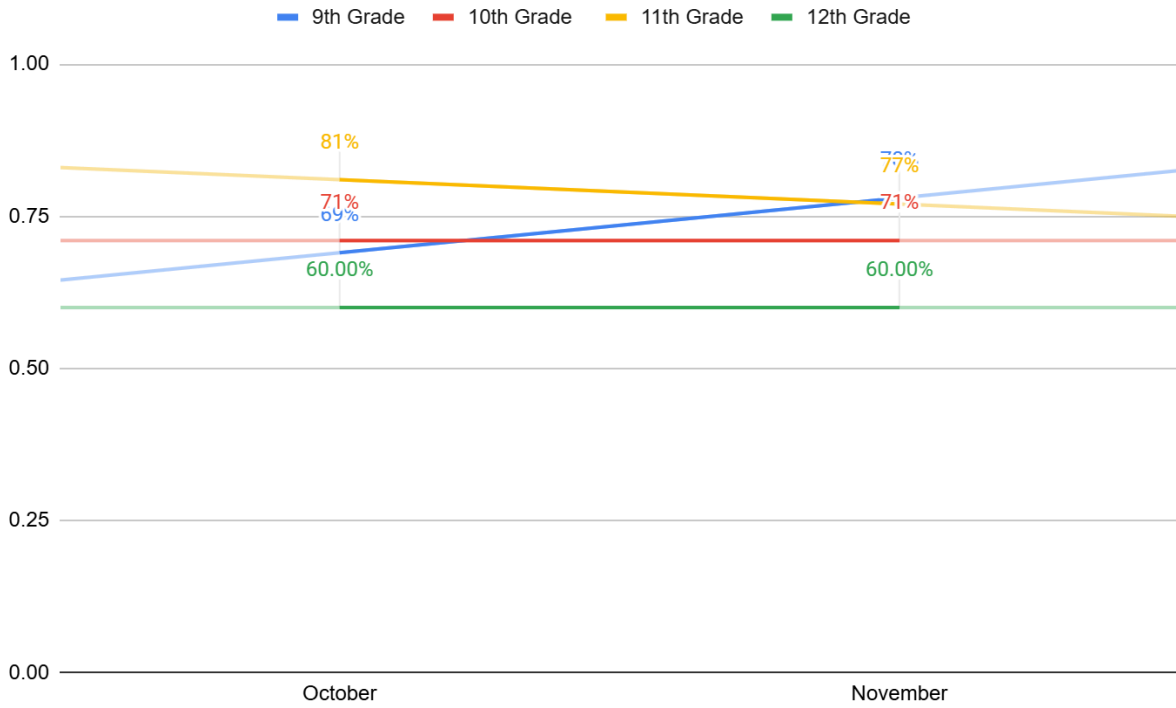
It's hard to believe we are entering the winter season and all of the fun and festivities associated with it.

Grade Report

After the first quarter, the following is the number of F's earned by grades 8-12. These are merely progress grades and not on student transcripts.

Grade	Number of Students	Total F's	Students With 2 or More F's
8th	9	20	6
9th	9	18	5
10th	10	16	5
11th	10	12	1
12th	12	17	4

Regular Attenders



	9th Grade	10th Grade	11th Grade	12th Grade
October	69%	71%	81%	60%
November	78%	71%	77%	60%

Average Daily Attendance YTD

September

October

November



Looking Ahead

We are looking to share the Learner Profile with staff and Leadership students soon. We will also be giving a climate survey to all students in their english classes. We will be having our first attendance heads or tails contest for a pair of Apple Airpods. Along with students who had perfect attendance for the quarter, students who won the individual classroom perfect attendance heads or tails contest will be called to the student center for a 6-12 showdown.

Date: December 2, 2024

**Pleasant Hill School District 2024-2025
Financial Report as of October 30, 2024**

Our auditors conducted our on-site audit November 12 and we are waiting on their results and adjustments.

Revenues:

- Our current tax year has not begun and we have only received past due payments as of October 30. We have received some November tax payments and they are coming in very strong.
- We have received \$3,735,042 in State School Fund (SSF) payments.
- We have received \$209,656 in interest from investments.
- We have received \$47,542 in curricular activity such as athletic fees and gate fees and \$25,000 in other revenue.

Expenditures:

- Salary expenditures through October is at \$1,245,740.
- Benefits total \$707,460.
- The purchased services, supplies and capital outlay and other expenditures are currently at \$566,405.

Submitted by: Sheri Longobardo, Business Manager

PLEASANT HILL SCHOOL DISTRICT #1
 2024-25 GENERAL FUND REVENUES AND EXPENDITURES - MONTHLY ACTIVITY
 11/07/2024 - Prior to Aud

	BUDGET	7/24	8/24	9/24	10/24	11/24	12/24	1/25	2/25	3/25	4/25	5/25	6/25	YTD TOTAL	BALANCE OVER / (UNDER) BUDGET
Resources															
Beginning Fund Balance	\$7,402,903													\$8,426,468	\$1,023,565
Current Year's Taxes	\$3,708,532	\$0	\$0	\$0	\$2,286	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,286	(3,706,246)
Prior Year's Taxes	24,000	\$0	\$0	\$0	\$1,272	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,272	(22,728)
Payment in Lieu Prop Tax	4,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(4,000)
Penalties & Int on Taxes	4,000	\$0	\$0	\$0	\$510	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$510	(3,490)
Transportation Fees	5,000	(\$1,209)	\$0	\$458	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$751)	(5,751)
Interest on Investments	525,500	\$51,803	\$54,373	\$52,889	\$50,591	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$209,656	(315,844)
Other Curricular Activity	106,000	\$0	\$29,177	\$11,091	\$7,274	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$47,542	(58,458)
Rentals	6,000	\$170	\$140	\$310	\$160	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$780	(5,220)
Miscellaneous	50,000	\$788	\$6,190	\$14,101	\$2,940	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$24,019	(25,981)
Fingerprint Rev	1,500	\$0	\$66	\$0	\$132	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$198	(1,302)
County / Intermediate	25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(25,000)
Lane ESD Stipends	41,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(41,000)
State School Fund	8,811,207	\$1,494,555	\$746,829	\$746,829	\$746,829	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,735,042	(5,076,165)
Common School Fund	150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(150,000)
Small School Grant	55,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(55,000)
High Cost Disability Grant	70,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(70,000)
Interfund Transfers	1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(1,000)
Total Revenues	\$13,587,739	\$1,546,107	\$836,776	\$825,677	\$811,994	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	4,020,554	(\$9,567,185)
Total Resources	\$20,990,642													\$12,447,022	(\$8,543,620)
Expenditures															
Salaries	\$6,531,819	\$72,007	\$140,289	\$492,609	\$540,834	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,245,740	(\$5,286,079)
Associated Payroll Costs	4,057,215	\$41,023	\$78,561	\$287,621	\$300,256	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	707,460	(\$3,349,755)
Purchased Services	2,607,052	\$57,041	\$78,783	\$60,018	\$159,943	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	355,785	(\$2,251,267)
Supplies and Materials	548,398	\$11,397	\$32,161	\$28,306	\$40,735	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	112,598	(\$435,800)
Cap Outlay	14,000	\$0	\$0	\$690	\$8,259	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,949	(\$5,051)
Other Objects	212,050	\$149,794	\$5,625	\$8,179	\$4,258	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	167,856	(\$44,194)
Transfers	1,125,000	\$0	\$0	\$1,095,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,095,000	(\$30,000)
Contingency/Beg Fund Bal	5,895,108	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$5,895,108)
Total Expenditures	\$20,990,642	\$331,262	\$335,419	\$1,972,423	\$1,054,284	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,693,387	(\$17,297,255)
Ending Fund Balance														\$8,753,634	\$8,753,634

Overview of December Economic and Revenue Forecast

The December 2024 Economic and Revenue Forecast, issued by new Chief State Economist Carl Riccadonna, introduced revised methodologies that have resulted in significant projected revenue increases for the state. These changes are poised to impact current and future biennia, with direct implications for K-12 education funding.

Key Revenue Highlights

1. 2023-25 Biennium

- **Net General Fund and Lottery Resources:** Increased by \$982.5 million compared to the September 2024 forecast.
- **Corporate Kicker:** Projected at \$1.024 billion (up from \$882.8 million), mandated for K-12 education in the 2025-27 biennium.
- **Personal Kicker:** Increased significantly to \$1.792 billion (up from \$987 million).
- **State Reserve Accounts:** Combined reserves (Education Stability Fund, Rainy Day Fund, and Cash Reserves) are projected at \$5.702 billion, equivalent to 20.5% of the General Fund budget.

2. 2025-27 Biennium

- **Net General Fund and Lottery Resources:** Projected to increase by \$2.337 billion compared to the September forecast.
- **Carryover Revenue:** \$945 million from 2023-25 will roll over to 2025-27 resources.
- **Corporate Activity Tax:** A slight decline of \$40.1 million is projected, impacting the Student Success Act funding.

Implications for K-12 Education

- **Corporate Kicker:** Will fund K-12 education directly in the 2025-27 biennium, offering a notable boost to resources.
- **Lottery Revenues:** Included in projected increases, these funds significantly contribute to the State School Fund.
- **Advocacy Needed:** Despite positive revenue news, ongoing advocacy is essential to secure adequate funding to address increasing student needs and challenges, particularly in light of competing state priorities such as housing, mental health, and addiction services.

Changes in Forecast Methodology

Chief Economist Carl Riccadonna introduced two major adjustments to improve forecast accuracy:

1. **Personal Income Tax Model Reconstruction:** Adjusted to better align with actual tax liabilities and collections, reducing errors tied to the "kicker" signal.

2. **Alignment with National Trends:** Ensures Oregon's revenue forecasts better reflect larger economic conditions.

These changes address historic forecast errors, particularly a persistent underestimation of revenues since 2009.

Key Considerations

1. **State Reserve Strength:** Oregon's reserves place the state in a strong position to weather economic downturns.
2. **Governor's Recommended Budget:** The additional revenues will provide more flexibility for investment in key programs in Governor Kotek's budget, expected in early December.
3. **Federal Uncertainty:** Potential federal policy changes could impact Oregon's economic and budget outlook, requiring caution in long-term planning.

Next Steps

- **Budget Planning:** Incorporate these updated projections into district financial planning, particularly for the upcoming biennium.
- **Advocacy:** Collaborate with stakeholders to ensure the additional resources are prioritized for education needs.
- **Monitoring Federal Policy:** Stay vigilant about potential changes at the federal level that could influence state revenues.

The updated forecast reflects a strong economic position for Oregon, with significant opportunities to invest in education and other critical services. However, the need for strategic advocacy and careful planning remains critical to address the complex and growing needs of our students.

For further details, see the forecast materials linked in the original release.

[Office of Economic Analysis Presentation to the Revenue Committees](#)

[Legislative Revenue Office Forecast Summary](#)

Superintendent Evaluation Timeline/Process for 2024-25 School Year

Action	Date	Person(s)
<ul style="list-style-type: none"> Board/superintendent reviews the evaluation process, standards, additional goals, forms and timelines to be used this school year. Board formally adopts all of these in open session. 	9/9/2024	Board & Superintendent
<ul style="list-style-type: none"> Board formally adopts the evaluation process, standards, goals, forms and timeline to be used this school year. 	10/7/2024	Board
<ul style="list-style-type: none"> Superintendent reports interim progress on selected (not all) evaluation standards and goals to the board. Progress is reported in open session, any specific evaluative feedback from the board to the superintendent can be done in executive session. 	12/16/2024	Superintendent
<ul style="list-style-type: none"> Evaluation documents sent to the board and superintendent. 	1/27/2025	Board Secretary (or designee)
<ul style="list-style-type: none"> Superintendent presents their self-evaluation to the Board. The Board may ask clarifying questions. Superintendent exits upon completion. The Board will develop a single summative evaluation based on their direct knowledge, and the superintendent self-evaluation. 	2/3/2025 Reg. Meeting 2/20/25 Work Session if Needed	Board & Superintendent
<ul style="list-style-type: none"> Board members meet to complete their single summative evaluation. 	3/3/2024	Board
<ul style="list-style-type: none"> Board and superintendent meet to discuss and clarify the summative evaluation document. Superintendent exits executive session. Changes to the evaluation may be made as a result of the discussion. Board votes in open session to approve the summative evaluation and a short summary of the evaluation. A copy of the final written summative evaluation form is placed in the superintendent's personnel folder. 	3/17/2024	Board & Superintendent
<ul style="list-style-type: none"> Superintendent provides a goals progress update to Board 	8/2025	Superintendent

Notes: "*" denotes a special meeting. All other meetings are regular meetings. Evaluation meetings may be held in executive session unless otherwise requested by the superintendent to be done in open session ORS 192.660(2)(i). (**This is denoted above with bold italics.**) This adopted timeline shall serve as notice to the superintendent of the pending stated executive sessions within this document.