Philomath School District 17J

Regular Board Meeting September 11, 2025

Date and Time

Thursday September 11, 2025 at 7:00 PM PDT

Location

Philomath High School Community Conference Room located at 2054 Applegate Street, Philomath, Oregon

The Philomath School District Board of Directors will meet in Executive Session at 6:00 pm per ORS 192.660 (2)(d) to conduct deliberations with persons designated by the governing body to carry on labor negotiations, and per ORS 192.660 (2)(i) to review and evaluate the performance of the chief executive officer or any other public officer, employee or staff member, unless the person whose performance is being reviewed and evaluated requests an open hearing, and per ORS 192.660 (2)(k) to consider matters of school safety or a plan that responds to safety threats made toward a school.

Agenda

		Time
I.	**Opening Items**	**7:00 PM**
A.	Call the Meeting to Order	
B.	Open Session	10 m

1. Pledge of Allegiance

Time

2. Approval of Consent Agenda
3. Request for Agenda Modifications
4. Public Comment: To indicate your desire to comment, please arrive before the meeting begins and complete a 'Request Card'. Please give the completed card to the Board Secretary prior to the start of the meeting. For virtual sharing, please contact michele.mcrae@philomath.k12.or.us by 3:00pm the day of the meeting to schedule comment. Please include your name, address, phone number, and topic for public comment.

II. REPORTS — 7:10 PM

A. Association Reports — 5 m

- PEA
- OSEA

B. Student Government Report

C. School Stuff — 10 m

Safety Series - Kelsey Greydanus

D. Superintendent's Report — 10 m

E. Integrated Guidance Annual Report — 10 m

F. Financial Report — 5 m

III. DISCUSSION ITEMS — 7:50 PM

A. Review Clemens Community Pool — 5 m

B. Work Session Planning — 5 m

C. Upcoming OSBA Elections — 5 m

IV. ACTION ITEMS — 8:05 PM

A. Student Representative to the School Board — 5 m

B. Licensed Collective Bargaining Agreement (CBA) — 10 m

		Time
V.	**Closing Items**	**8:20 PM**
A.	Next Meeting Agenda Items	3 m
B.	Board Thanks	5 m
C.	Board Requests	3 m
D.	Adjourn Meeting	1 m

Coversheet

Open Session

Section: I. Opening Items
Item: B. Open Session
Purpose: Vote
Submitted by:
Related Material:
Consent Agenda.pdf
Regular Board Meeting Minutes August 14, 2025.pdf
Policy BDDC.pdf
CEA.pdf
DBEA.pdf
GCBD-GDBD-Sick Leave-Personal Illness and Injury Leave-Permanent Employees.pdf
GCBDA-GDBDA.pdf
GCBDA-GDBDA-AR1-Family and Medical Leave.pdf
GCBDD-GDBDD- Sick Time.pdf
IGBAB-JO-AR - Education Records-Records of Students with Disabilities Management.pdf
IKF-Graduation Requirements.pdf
IKF Summary.pdf
JFCEB-Personal Electronic Devices.pdf
JFCEB-AR-Request for Personal Electronic Devices Exception.pdf
JO-IGBAB-AR-Education Records-Records of Students with Disabilities Management.pdf

Philomath School District 17J

CONSENT AGENDA

September 11, 2025

Updated: 9/8/25 6:23 PM

A. Minutes:

1. Regular Session Minutes – August 14, 2025

B. Out of State Travel: Nick Traini – to San Marcos, TX to the American Association of American Agriculture Education Western Region Conference from 9/14 – 9/17 to present on equitable grading practices.

C. Leave of Absence Request:

1.	Nate Goodson	Leave from IA position to sub long term within District through October 31st
2.	Deanna Page	Leave from IA position from 9/22 – 12/31

D. Personnel/Staffing Adjustments:

1. **Retirements:** None at this time
2. **Resignations:** None at this time
3. **New Hires:**
   - i. Gabrielle Simpkins – PES Instructional Assistant
   - ii. Josey Scott – PMS Library Media Assistant
   - iii. Kristie Thurman – PMS Instructional Assistant
   - iv. Jeremy Nelson – PA Instructional Assistant
   - v. Megan Hutchinson – PMS Temporary Instructional Assistant
4. **Staff Reassignments/Changes in FTE:**
   - i. Darci Garwood – Voluntary Reduction in FTE – 35 hours per week to 20 hours/wk
   - ii. Madison Jaquith – Temporary addition of .25 FTE for 2025-2026
5. **Coaches:** None at this time
6. **Extra Duty Assignments:** None at this time

E. Second Reading Policies

1. **BDDC:** Board Meeting Agenda
2. **CEA:** Educational Equity Advisory Committee
3. **DBEA:** Budget Committee
4. **GCBD/GDBD:** Sick Leave – Personal Illness and Injury Leave
5. **GCBDA/GDBDA:** Family and Medical Leave
6. **GCBDA/GDBDA-AR(1):** Family and Medical Leave
7. **GCBDD/GDBDD:** Sick Time
8. **IGBAB/JO-AR:** Education Records/Records of Students with Disabilities Management
9. **IKF:** Graduation Requirements
10. **JFCEB:** Personal Electronic Devices
11. **JFCEB:** Request for Exception
12. **JO/IGBAB-AR:** Education Records/Records of Students with Disabilities

REGULAR BOARD MEETING

Meeting Minutes

PHILOMATH SCHOOL DISTRICT 17J
Philomath High School Community Conference Room
2054 Applegate Street, Philomath
8/14/2025 07:00 PM

I. REGULAR SESSION

A. **Call to Order**: The Regular Session of the Philomath School District Board of Directors was called to order by Board Chair Erin Gudge at 7:03 pm on August 14, 2025, at the Philomath High School Community Conference Room located at 2054 Applegate Street. Those in attendance included Philomath School District Board of Directors Erin Gudge, Tom Klipfel, Sandi Hering, Ryan Cheeke and Erin McMullen; Superintendent Susan Halliday and Executive Assistant Michele McRae. Ryan Cheeke left the meeting at 8:33 pm.

B. **Open Session**

1. **Pledge of Allegiance**: Director Cheeke led us in the Pledge of Allegiance.
2. **Approval of Consent Agenda**: The Consent Agenda was amended to add Nora Smith to Change in FTE/Assignment (C4). Director Hering moved to approve the Consent Agenda as amended. Director McMullen seconded the motion, and the Board approved it unanimously. Motion passed 5-0.
3. **Request for Agenda Modifications**: None
4. **Public Comment**: Janet Selby and Laurel Smouse each spoke about the benefits and positive outcomes of the Forestry Program at the high school. Superintendent Halliday said that there is no plan to end the forestry program.

II. REPORTS

A. **Superintendent's Report**

1. Superintendent Halliday reported that the administrators returned to work on August 4th and some of them attended a COSA conference in Eugene on the 4th and 5th. On August 7th and 8th, the administrators met to plan for the year.
2. Credit Recovery took place through the Philomath Academy in June. Lit Camp and Safety Town took place in August with 85 students participating. Director Klipfel said that he would like to see high school students have fewer off campus periods during the regular school year and avoid having to take Credit Recovery classes in the summer. Terrence Sims worked in the Extended School Year program. The Bridge Program is funded by Measure 98 funds and takes place before school begins. Former 8th grade students are invited to participate in activities to become more familiar with the high school.
3. Registration will take place next week.

4. A technology use form and family income survey will be sent out to all families.

B. **English Learners Annual State Report:** The State of Oregon requires Districts to present this yearly report that was included in the Board packet to their School Boards. Director Klipfel moved to approve the presentation of the English Learners Annual State Report. Director Cheeke seconded the motion, and the Board approved it unanimously. Motion passes 5-0.

C. **Financial Report:** The financial report was included in the Board packet. An engagement letter from the District's auditors was also included in the packet.

III. STRATEGY AND DISCUSSION

A. **Budget Committee Vacancies:** There are two vacancies on the Budget Committee. The application is on the District's website, the vacancies are being advertised, and community members are invited to apply.

B. **Inservice Week Updates:** The Inservice Week schedule was presented to the Board Members.

C. **Personal Electronic Devices:** Superintendent Halliday reviewed Executive Order 25-09, Personal Electronic Device Policy for School Districts, from Oregon's Office of the Governor. She explained that a new policy will be put into place to enforce the order.

IV. ACTION ITEMS

A. **Inter-District Transfer Slots:** Superintendent Halliday reported that some of the principals are open to adding more inter-district transfer slots for specific grades. The additions are two slots for kindergarteners at CPS, three slots for 2nd graders at PES, two slots for 3rd graders at PES, and one slot for an 8th grader at PA. Director Klipfel moved to delegate the authority to open and close inter-district transfer slots for the 25-26 school year to the Superintendent, along with a monthly report of the changes to the Board. Director Hering seconded the motion, and the Board approved it unanimously. Motion passes 4-0 with one absence.

V. MEETING CLOSURE

A. **Next Meeting Agenda Items**: Future meeting: TAG Program, Student Representatives to the Board, Regular Monthly Board Topics for September.

B. **Board Thanks**

C. **Board Requests**: There were no Board requests.

D. **Adjournment**: Board Chair Erin Gudge adjourned the meeting at 8:41 pm.

_____
Board Chair

_____
Superintendent

_____
Date

Philomath School District 17J

Code: BDDC
Adopted: 10/18/18
Revised/ Readopted: 09/11/2025

Board Meeting Agenda

The Board chair, with the assistance of the superintendent, will prepare an agenda for all regular meetings of the Board. Items of business may be suggested by any Board member, staff member, student, or patron of the district by notifying the superintendent at least two weeks prior to the meeting. The criteria used to consider a request will depend on whether or not the subject matter is within the genera powers of the Board, listed in policy BBA. Items regarding day-to-day business of the District will be directed to the Superintendent or the Board Chair.

A consent agenda may be used by the Board for noncontroversial business. The consent agenda will consist of routine business that requires action but not necessarily discussion. These items may all be approved at the same time. A Board member may ask that any item be removed from the consent agenda. The removed item will then be placed on the regular agenda.

The agenda will follow a general order established by the Board. Opportunities for the audience to be heard may be included on the agenda. The Board will follow the order of business set up by the agenda unless the order is altered by a consensus of the Board.

Items of business not on the agenda may be discussed and acted upon if the majority of the Board agrees to consider them.

The agenda, together with supporting materials, will be distributed by the district office or superintendent to Board members at least three full working days prior to the meeting. The agenda will be available to the press and to interested patrons through the superintendent's office at the same time it is available to the Board members. Copies of the agenda for the press and public will not contain any confidential information included in the Board members' packets.

A copy of the agenda will be posted on the district website on the day of the meeting. Members of the public may request a copy of the agenda through the district office.

The district will ensure equally effective communications are provided to qualified persons with disabilities, upon request, as required by the Americans with Disabilities Act.

Apropriate auxiliary aids and services may include, but are not limited to, qualified interpreters, assistive listening systems, note takers, large print, Braille materials, audio recordings and readers. Primary consideration will be given to the request of the person with a disability in the selection of the appropriate auxiliary aid and/or service. Should the Board demonstrate such a request would result in a fundamental alteration in the service, program or activity or an undue financial and administrative burden, an alternate, equally effective communication will be used.

Auxiliary aids and services for persons with disabilities will be available at no charge to the individual.

END OF POLICY

Legal Reference(s):
ORS 192.630
ORS 192.640

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2012); 29 C.F.R. Part 1630 (2015); 28 C.F.R. Part 35 (2015).
Americans with Disabilities Act Amendments Act of 2008.

Cross Reference(s):
BDDG - Minutes of Board Meetings
BDDH - Public Comment at Board Meetings

OSBA Model Sample Policy

Code: CEA
Adopted:

Educational Equity Advisory Committee

The duties of the district's educational equity advisory committee{[1]} shall include:

1. Advising the superintendent about the educational equity impacts of policy decisions; and

2. Informing the superintendent when a situation arises in a district school that negatively impacts underrepresented students and advising the superintendent on how best to handle that situation.

The superintendent may act within the superintendent's authority on any recommendations of the educational equity advisory committee without approval from the Board. The superintendent does not have the authority to adopt or amend policy.

The educational equity advisory committee may prepare an annual report that:

1. Contains the following information:

    a. The successes and challenges the district has experienced in meeting the educational equity needs of students in the district;
    b. Recommendations the committee made to the superintendent, and the actions that were taken in response to those recommendation; and
    c. Any other information required by the State Board of Education.

2. Is shared with the Board:

    a. By the superintendent; and
    b. If requested by the Board, by the committee as a presentation by the committee at a Board meeting.

3. Is made available by being:

    a. Distributed to the parents of district students;
    b. Posted on the district's website; and
    c. Sent to the State Board of Education.

The educational equity advisory committee shall be selected and appointed by the superintendent and must be composed of parents, employees, students and community members from the district. For the purposes of selecting members, the superintendent:

1. Shall solicit names of possible members from the community;

[1] {The district can name this committee something else. If the district chooses to do so, use consistent language throughout.}

2. Must ensure that membership is primarily representative of underserved student groups;

3. May not exclude or deny members based on language, immigration status or protected class, including age, disability, national origin, race, color, marital status, religion, sex, sexual orientation, or gender identity;

4. May not appoint a voting member of the Board or the superintendent to the educational equity advisory committee; and

5. Must ensure that the composition of an educational equity advisory committee elevates underrepresented parent, employee, student, and community member voices.

The district will provide sufficient support to educational equity advisory committee members to participate in meetings, including, but not limited to access to district-managed emails, translation and interpretation services, and relevant trainings.

A member of the educational equity advisory committee will also serve on the school district budget committee.[2]

END OF POLICY

Legal Reference(s):

ORS 328.542
ORS 329.711
ORS 332.107
OAR 199-050-0010
OAR 581-022-2307

House Bill 2453 (2025)

PROPOSED

[2] The district is not required to add an educational equity advisory committee member to the budget committee until there is a non-board member vacancy on the budget committee.

Philomath School District 17J

Code: DBEA
Adopted: 12/15/05
Revised/Readopted: 6/14/18
Orig. Code: DBEA

Budget Committee

Organization, **Membership and Terms of Office**

The district budget committee will consist of the five members of the Board and five electors appointed by the Board, as required by law. Terms of the appointed members will be three years each, with appointments made so that (as nearly as possible) the terms of one third of the members expire each year. At least one member of the budget committee must be a member of the district's educational equity advisory committee.{[1]} The Board will establish appropriate timelines and procedures for appointment of budget committee members.

A majority of the constituted committee is required for passing an action item. Majority for a 10 member budget committee is 6; therefore, if only 6 members are present, a unanimous vote is needed for passing an action item.

Presiding Officer and Orientation of Budget Committee

Organization: The budget committee will hold its first regular organizational meeting on a day set by the Board. A presiding officer shall be elected from among its members at this meeting. Such meeting may be prior to, or on the date that the budget message and document are presented.

Background information: Budget committee members will be provided with data for the ensuing year, such as a Board's educational plan, and other pertinent material bearing on the preparation of a school budget.

Meetings of the Budget Committee

The district's budget committee shall hold one or more meetings to receive the budget message, the budget document, and to provide members of the public with an opportunity to ask questions about, and comment on, the budget document. The budget committee shall announce the time and place for all such meetings, as provided by law. All meetings of the budget committee are open to the public.

Function of the Budget Committee

It is the function of the budget committee to approve budget estimates for an educational plan previously determined by the Board. No new program should be considered for the budget estimate that has not

[1] {Districts with ADM over 10,000 must convene an educational equity advisory committee no later than September 15, 2022. Districts with ADM of 10,000 or under are not required to convene an educational equity advisory committee until September 15, 2025. The budget committee is not required to include a member of the educational equity advisory committee until a vacancy on the budget committee occurs by a member who is not also a member of the school district board.}

previously been submitted to the Board and approved as a part of the educational plan. The budget committee will determine levels of spending, but will not determine programs.

Final Action

The budget committee will approve an estimated district budget document for submission to the Board.

END OF POLICY

Legal Reference(s):

ORS 174.130
ORS 192.610 - 192.695
ORS 294.305 - 294.565
ORS 328.542
ORS 329.711
ORS 433.835 - 433.875
OAR 581-022-2307

Philomath School District 17J

Code: GCBD/GDBD
Adopted: 10/09/06
Revised/Readopted: 8/19/19
Orig. Code: GCBD/GDBD

Sick Leave - Personal Illness and Injury Leave – Permanent Employees*

~~**Leaves and Absences**~~

Sick leave is allowed to~~entitlement for illness or injury will~~ accrue at the rate of 10 days each school year for each "school employee[1]" for personal illness or injury or one day per month employed, whichever is greater, as provided by Oregon law.~~Revised Statutes.~~ Twelve -month employees will accrue 1~~one~~ day per month or 12 days each year. ~~All other employees who work less than twelve months will receive one day per month.~~

In accordance with state law, this leave will accumulate without limit.

Sick leave in excess of ~~The district reserves the right after~~ five consecutive work days shall~~of absence, to~~ require a certificate ~~proof of personal illness or injury~~ from the employee's attending~~all employees, including a medical examination by a~~ physician, naturopathic physician or practitioner that states that ~~chosen and paid for by~~ the employee's illness or injury prevents the employee from working~~district~~. Any employee refusing to submit to such an examination or to provide other evidence as required by the district, shall be subject to appropriate disciplinary action, up to and including dismissal.~~.~~

Other paid and unpaid leaves will be determined by the district's collective bargaining agreements.

All medical information will be kept confidential, in a separate file from personnel records, and released only in accordance with the requirements of the Americans with Disabilities Act or other applicable law.

Sickness or other unavoidable circumstances that prevent a teacher from teaching 20 school days immediately following exhaustion of sick leave accumulated under Oregon law, will be placed ~~result in~~ ~~the teacher~~ ~~being placed~~ on unpaid leave by the Board for the remainder of the regular school year or until the teacher's disability is removed and they are~~he/she is~~ able to return to work. If the teacher is still unable to return to work the following August 1, the Board may terminate the teacher's employment, subject to state and federal laws regarding family and medical leave~~law~~.

All district-paid employee benefits, such as health and dental insurance, will cease on the last day of the month in which employment is terminated, or the staff member is placed on unpaid leave, unless the unpaid leave is in conjunction with state or federal law.~~.~~ The staff member will be informed of their~~his/her~~ rights to remain a part of the district benefit plan at personal expense.

~~Any worker who has sustained a compensable personal injury or illness and is disabled and unable to perform their essential job functions will be re-employed at such time as a physician issues a Fitness-for-Duty Certification.~~

[1] "School employee" includes all permanent employees of the district.

~~Such rights of employment are subject to seniority rights and other restrictions of the collective bargaining agreement between the employer and employee bargaining unit.~~

END OF POLICY

Legal Reference(s):

ORS 332.507
ORS 342.545
ORS 342.610
ORS 659A.043
ORS 659A.046
OAR 581-022-2405

Knapp v. North Bend, 304 Or. 34 (1987).
Consolidated Omnibus Budget Reconciliation Act of 1985, 29 U.S.C. §§ 1161-1169 (2024).
Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001-1461 (2024).
Americans with Disabilities Act/Americans with Disabilities Act Amendments Act, 42 U.S.C. §§ 12101-12213 (2024); 29 C.F.R. Part 1630 (2025); 28 C.F.R. Part 35 (2025).
Family and Medical Leave Act, 29 U.S.C. §§ 2601-2654 (2024); Family and Medical Leave Act, 29 C.F.R. Part 825 (2025).

Cross Reference(s):

ACA - Americans with Disabilities Act
GBEDA - Drug and Alcohol Testing -- Transportation Personnel

Philomath School District 17J

Code: GCBDA/GDBDA
Adopted: 2/18/14
Revised/Readopted: 8/19/19; 11/16/23
Orig. Code: GCBDA/GDBDA

Family and Medical Leave

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

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

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

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

PFMLI~~PMFLI~~ is generally available to district employees who have earned $1,000 in subject wages or taxable income during the alternate or base years[3], contributed to the PFMLI~~PMFLI~~ fund in the alternate or base years and are otherwise eligible.[4] PFMLI can be taken for family leave, medical leave or safe leave.[5] Leave taken under OFLA is in addition to leave taken under PFMLI and cannot be taken concurrently; however, OFLA leave or PFMLI may run concurrently with leave available under ORS 653.601 - 653.661,

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

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

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

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

[5] Time to effectuate the legal process for the placement of a child in foster care or a child being adopted qualifies for PFMLI starting January 1, 2025. Until then, leave is available through OFLA. {See SB 1515 (2024) Sections 4, 13, 21 and 25.} ~~See OAR 471-070-1010 for additional information.~~

FMLA, and other types of leave if provided by the district. Any leave taken under PFMLI must be taken concurrently with any leave taken under FMLA when for the same purpose.

~~Federal and state leave entitlements generally run concurrently.~~

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

END OF POLICY

Legal Reference(s):

ORS 332.507
ORS 657B.010
ORS 657B.025
ORS 659A.090
ORS 659A.093
ORS 659A.096
ORS 659A.099
ORS 659A.150 - 659A.186
OAR 839-009-0210 - 0460

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

Cross Reference(s):

GCBDD/GDBDD - Sick Time

Philomath School District 17J

Code: GCBDA/GDBDA-AR(1)
Revised/Reviewed:

Family and Medical Leave *

(Version 2)

{The law does not require districts to have this information in an administrative regulation (AR), but the district is required to follow the law; having an AR in place can assist with compliance. This AR is intended for districts with 50 or more employees. If the district has between 25 and 50 employees, use version 2 (Oregon Family Leave Act (OFLA)) of GCBDA/GDBDA-AR(1) - Family Leave *. If the district does not have 25 employees, the district should not use this AR.}

Employee Eligibility

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

An employee who has previously qualified for and has taken some portion of FMLA leave may request additional FMLA leave within the same leave year. In such instances, the employee may not need to requalify as an eligible employee.

Generally, in order for an employee to be eligible for the benefits under OFLA, the employee must work an average of 25 hours or more per week during the 180 calendar days[1] immediately prior to the first day of the start of the requested leave.[2]

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

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

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

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

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

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

2. Is eligible to take OFLA leave:

[1] Thirty days during a declared public health emergency.

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

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

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

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

1. An employee taking, in any order, some or all of 12 weeks of OFLA pregnancy disability leave and some or all of 12 weeks of OFLA leave for any other purpose, need not requalify each time the employee takes OFLA leave within the same leave year;

2. An employee who has taken 2 weeks of OFLA child placement leave need not requalify for up to an additional 12 weeks of leave within the same leave year when used for the purposes of OFLA sick child leave;

3. An employee unable to work because of a disabling compensable injury[3] need not requalify under OAR 839-009-0210 in order to use OFLA leave following a period the employee is off work due to the compensable injury.

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

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

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

Qualifying Reason

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

[3] As defined in ORS 656.005.

1. Serious health condition of the employee or the employee's covered family member. "Serious health condition" means an illness, injury, impairment or physical or mental condition that involves inpatient care[4] or continuing treatment by a health care provider[5].

2.__ Parental leave[6] (separate from eligible leave as a result of a child's serious health condition):

   a. Bonding with and caring for the employee's newborn child (within 12 months following birth);
   b. Bonding with and caring for a newly adopted child or newly placed child in foster care{[7]} under the age of 18 (within 12 months of placement);
   c. Caring for a newly adopted child or newly placed child in foster care 18 years of age or older who is incapable of self-care because of a mental or physical disability (within 12 months of placement);
   d. Time to effectuate the legal process required for placement of a child in foster care or the adoption of a child.

3. Military caregiver leave: leave for the care for spouse, child or next-of-kin who is a covered servicemember with a serious injury or illness;

4. Qualifying exigency leave: leave arising out of deployment to a foreign country of the employee's spouse, child or parent who is a military member on active duty or call to covered active duty status.

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

1. Pregnancy disability leave: leave taken by an employee for their own disability related to pregnancy, including pregnancy termination or childbirth, whether the disability occurs before, during or after the birth of the child or for prenatal care, including fertility or infertility treatment.

2. Sick child leave: leave taken to care for an employee's child suffering from an illness, injury, or condition that requires home care. Under OFLA, sick child leave includes leave to care for an employee's child whose school or child care provider has been closed[8] in conjunction with a statewide public health emergency declared by a public health official.[9]

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[4] "Inpatient care" means an overnight stay in a hospital, hospice, or residential medical facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care. See 29 CFR § 825.114.

[5] "Continuing treatment" includes incapacity and treatment, pregnancy or prenatal care, chronic conditions, permanent or long-term conditions, conditions requiring multiple treatments, and absences attributable to incapacity. See 29 CFR § 815.115.

[6] Parental leave must be taken in one continuous block of time within 12 months of the triggering event.

[7] {ORS 659A.159 uses the term "foster child." Districts can choose to use either "foster child" or "child in foster care" throughout this administrative regulation.}

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

[9] The district may request verification of the need for sick child leave under OFLA due to a closure during a statewide public health emergency. Verification may include:
1. The name of the child being cared for;
2. The name of the school or child care provider that has closed or become unavailable;
3. A statement from the employee that no other family member of the child is willing and able to care for the child; and

3. Bereavement leave: leave taken to deal with the death of a covered family member and includes leave taken to attend the funeral or alternative to a funeral of the family member, to make arrangements necessitated by the death of the family member, or to grieve the death of the family member.[10]

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

Definitions

1. Family member:

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

      (1) Spouse[11];
      (2) Parent[12];
      (3) Child; or
      (4) Persons who are "in loco parentis."

   b. For the purposes of OFLA, "family member" means an eligible employee's:

      (1) Spouse or domestic partner;
      (2) Child or the child's spouse or domestic partner;
      (3) Parent or the parent's spouse or domestic partner;
      (4) Sibling or stepsibling, or the sibling's or stepsibling's spouse or domestic partner;
      (5) Grandparent or the grandparent's spouse or domestic partner;
      (6) Grandchild or the grandchild's spouse or domestic partner; or
      (7) Any individual related by blood or affinity whose close association with an eligible employee is the equivalent of a family relationship.[13]

4. With the care of a child older than 14, a statement that special circumstances exist requiring the employee to provide care to the child during daylight hours.

[10] Bereavement leave under OFLA must be completed within 60 days of the date the employee received notice of the death. The notice of the death of a family member may be by any means and from any source.

[11] "Spouse" means individuals in a marriage, including "common law" marriage and same-sex marriage.

[12] "Parent" means a biological, adoptive, step or foster parent, or any other individual who stood "in loco parentis" to the employee when the employee was a child as defined herein. This does not include parents "in law."

[13] "Affinity" means a relationship for which there is a significant personal bond that, when examined under the totality of the circumstances, is like a family relationship. This bond may be demonstrated by, but is not limited to the following factors, with no single factor being determinative:
1. Shared personal financial responsibility, including shared leases, common ownership of real or personal property, joint liability for bills or beneficiary designations;
2. Emergency contact designation of the employee by the other individual in the relationship or the emergency contact designation of the other individual in the relationship by the employee;
3. The expectation to provide care because of the relationship or the prior provision of care;
4. Cohabitation and its duration and purpose;
5. Geographic proximity; and

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2. Child:

   a. For the purposes of FMLA, "child" means the eligible employee's biological or adopted child, a child the employee is fostering, a stepchild, a legal ward or a child of a person standing "in loco parentis", who is either under the age of 18, or who is 18 years of age or older and who is incapable of self-care because of a physical or mental disability.
   b. For the purposes of Military Caregiver Leave and Qualifying Exigency Leave under FMLA, "child" means the employee's child on covered active duty regardless of that child's age.
   c. For the purposes of OFLA, "child" means the eligible employee's biological or adopted child, a child the employee is fostering, a stepchild, the child of the employee's spouse or domestic partner, or a child with whom the employee is or was in a relationship of "in loco parentis."
   d. For the purposes of child placement leave and sick child leave only under OFLA, the child must be under the age of 18 or an adult dependent child substantially limited by a physical or mental impairment.

3. In loco parentis:

   a. For the purposes of FMLA, "in loco parentis" means persons with day-to-day responsibility to care for or financially support a child, or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.
   b. For the purposes of OFLA, "in loco parentis" means person in the place of the parent, having financial or day-to-day responsibility for the care of a child. A legal or biological relationship is not required.

4. Next of kin:

   For the purposes of FMLA , "next of kin" means the nearest blood relative other than the covered servicemember's spouse, parent or child in the following order of priority (unless otherwise designated in writing by the servicemember):

   a. Blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions;
   b. Siblings;
   c. Grandparents;
   d. Siblings of parents and their spouses; and
   e. First cousins.

5. Covered servicemembers:

   For the purposes of FMLA, "covered servicemember" means a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness; or a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

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

6. Covered veteran:

For the purposes of FMLA, "covered veteran" means an individual who was:

a. A member of the Armed Forces (including a member of the National Guard or Reserves);
b. Discharged or released under conditions other than dishonorable; and
c. Discharged within the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

7. Public health emergency:

For OFLA a "public health emergency" means;

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

Leave Period

For the purposes of calculating an employee's leave period for FMLA, the district will use a "rolling" 12-month period measured backward from the date the employee uses any FMLA leave.

For the purposes of calculating an employee's leave period for OFLA, the district will use a period of 52 consecutive weeks beginning on the Sunday immediately preceding the date on which family leave commences.

The methods for calculating the leave period for FMLA or OFLA leave entitlement shall be used for all employees.

The leave period for the purposes of Military Caregiver Leave under FMLA shall be dependent on the start of any such leave regardless of the district's designated leave period described above.

Leave Duration

For the purposes of FMLA, an eligible employee is generally entitled to a total of 12 weeks of qualified leave during the district's designated leave period (12-month period)[14]. Spouses who work for the district and are eligible for FMLA leave may be limited to a combined total of 12 weeks of FMLA leave during the district's designated leave period when the purpose of the leave is for:

1. Birth of a child or to care for a child after birth;

2. Placement of an adopted child or child in foster care, the care for an adopted child or child in foster care after placement; or

[14] An eligible employee taking Military Caregiver Leave under FMLA is entitled to up to 26 weeks of leave in the 12-month period beginning with the first day of such leave and regardless of any FMLA leave taken previously during the district's leave period. However, once the 12-month period begins for the purposes of Military Caregiver Leave under FMLA, any subsequent FMLA qualified leave, regardless of reason for such leave, will count toward the employee's 26-week entitlement under Military Caregiver Leave under FMLA.

3. Care of the employee's parent with a serious medical condition.

Except in specific and unique instances, all qualified leave under FMLA counts toward an employee's leave entitlement within the designated leave period.

For the purposes of OFLA, an eligible employee is generally entitled to a total of up to 12 weeks of OFLA leave, for sick child leave and bereavement leave, during the designated leave period. An eligible employee is entitled to a total of two weeks of bereavement leave upon the death of each family member of the employee within a leave year, except that the eligible employee may not take more than four weeks of bereavement leave within a leave year.

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

Under OFLA, the employee may use all or part of the 12 weeks of sick child or bereavement leave and all or part of the 12 weeks of pregnancy disability leave in any order.

Unlike FMLA, OFLA does not combine the leave entitlement when two or more family members work for the district. Under OFLA, family members who work for the district may be restricted from taking concurrent OFLA qualified leave.[15]

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

Qualified leave under FMLA and OFLA for an eligible employee will run concurrently during the designated leave period if for the same qualifying reason. Qualified leave under FMLA will run concurrently with other qualified leave covered under Paid Family and Medical Leave Insurance (PFMLI) and/or available sick leave under ORS 653.601 - 653.661 for eligible employees. Qualified leave under OFLA may also run concurrently with leave taken under the sick leave law in ORS 653.601 - 653.661 if for the same qualifying reason, but not concurrent with PFMLI.

For the purpose of tracking the number of leave hours an eligible employee is entitled and/or has used during each week of the employee's leave, leave entitlement is calculated by multiplying the number of hours the eligible employee normally works per week by 12[16]. If an employee's schedule varies from week-to-week, a weekly average of the hours worked over the 12 months worked prior to the beginning of the leave period shall be used for calculating the employee's normal workweek[17]. If an employee takes intermittent or reduced work schedule leave, only the actual number of hours of leave taken may be counted toward the 12 weeks of leave to which the employee is entitled.

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

[16] For example, an employee normally employed to work 30 hours per week is entitled to 12 times 30 hours, or a total of 360 hours of leave.

[17] For example, an employee working an average of 25 hours per week is entitled to 12 times 25 hours, or a total of 300 hours of leave.

Holidays which occur within the week taken as FMLA may be counted against FMLA entitlement.[18] However, for leave taken in increments of less than one week, holidays in which employees generally are not expected to report do not count against the employees FMLA leave entitlement.

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

Intermittent Leave

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

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

When an exempt employee is eligible for both OFLA and FMLA leave, and the employee takes intermittent leave in blocks of less than one day, if done in accordance with 29 CFR § 825.206, the district may reduce the employee's salary for the part-day absence without the loss of the employee's exempt status in accordance with OAR 839-020-0004(32).

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

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

Alternate Work Assignment

Under FMLA, the district may transfer an employee taking intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment to an alternate position for which the employee is qualified and which better accommodates an employee's recovery from a serious health condition, a serious health condition of a spouse, parent, son, or daughter, or a serious injury of illness of a covered servicemember. However, the district may not transfer the employee to an alternative position in order to discourage the employee from taking leave or otherwise work a hardship on the employee.

Under FMLA, when an employee who is taking leave intermittently or on a reduced leave schedule and has been transferred to an alternative position no longer needs to continue on leave and is able to return to full-time work, the employee will be placed in the same or equivalent job as the job they left when the

[18] See 29 CFR § 825.200(h).

leave commenced. An employee may not be required to take more leave than necessary to address the circumstance that precipitated the need for leave.

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

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

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

3. The transfer is compliant with any applicable collective bargaining agreement, as well as with state and federal law;

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

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

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

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

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

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

3. The transfer is compliant with any applicable collective bargaining agreements, as well as with state and federal law;

4. The transfer is not used to discourage the employee from taking OFLA leave or to create a hardship for the employee.

Under OFLA, if an eligible employee is transferred to an alternative position and as a result the employee works fewer hours than the employee worked in the original position, the employee's OFLA leave time is determined by calculating the difference between the number of hours the employee worked in the original position and the number of hours the employee actually works in the alternative position.

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

Special Rules for School Employees

For the purposes of FMLA, "instructional employee" means those whose principal function is to teach and instruct students in a class, a small group or an individual setting. Athletic coaches, driving instructors and special education assistants, such as interpreters[19] for the hearing impaired, are included in this definition. This definition does not include teacher assistants or aides who do not have as their principal job actual teaching or instructing, auxiliary personnel such as counselors, psychologists, curriculum specialists, cafeteria workers, maintenance workers or bus drivers.

FMLA leave that is taken for a period that ends with the school year and begins with the next semester is considered consecutive rather than intermittent. The period during the summer vacation when the employee would not have been required to report for duty is not counted against the employee's FMLA leave entitlement. In any such situation, the eligible instructional employee will receive any benefits during the break period that employees would normally receive if they had been working at the end of the school year.

1. Foreseeable Intermittent Leave Exceeding 20 Percent of Working Days

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

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

   If an instructional employee does not give required notice of foreseeable FMLA leave to be taken intermittently or on a reduced leave schedule, the district may require the employee to take leave of a particular duration, or to transfer temporarily to an alternative position. Alternatively, the district may require the employee to delay the taking of leave until the notice provision is met.

2. Limitation on Leave Near the End of the Term[20]

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

   a. When the qualified leave begins more than five weeks before the end of the term, the district may require the employee to continue taking leave until the end of the term if:

      (1) The leave will last at least three weeks; and

[19] 29 CFR 825.600(c) uses "signers."

[20] "Academic term" means the school semester, which typically ends near the end of the calendar year and the end of spring each school year. In no case may a school have more than two academic terms or semesters each year for purposes of FMLA. 29 CFR § 825.602(b)

(2) The employee would return to work during the three-week period before the end of the term.

b. When the qualified leave begins during a five-week period before the end of the term and the purpose of such leave is parental leave, for the serious health condition of a family member or to care for a covered servicemember, the eligible instructional employee may be required by the district to remain on leave until the end of the term if:

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

c. When the qualified leave begins within three weeks of the end of the term and the purpose of such leave is parental leave, for the serious health condition of a family member or to care for a covered servicemember, the eligible instructional employee may be required to remain on leave until the end of the term if the length of the leave will last more than five working days.

If the district requires an eligible instructional employee to remain on leave until the end of the term as described above, additional leave required by the district until the end of the school term shall not count against the eligible instructional employee's FMLA/OFLA leave entitlement., however, employee may use paid leave or go into unpaid leave status.

For the purposes of OFLA leave, if an employee[21] begins a period of bereavement leave during the three-week period before the end of the term and the duration of the leave is greater than five working days, the district may require the employee continue on family leave until the end of the term.

Paid/Unpaid Leave

FMLA and OFLA do not require the district to pay an eligible employee who is on a qualified leave. Paid Family and Medical Leave Insurance (PFMLI) leave taken via Paid Leave Oregon or an equivalent plan will run concurrently with FMLA and leave available under ORS 653.601 - 653.661 when taken for the same purpose. An employee may elect to use any available accrued paid leave including personal, sick or vacation leave during the leave period {[22]} to the extent that the total combined amount of accrued paid leave and benefits received from PFMLI does not exceed an amount equal to the employee's full wage replacement during the period of leave. The district will notify the eligible employee when the requested leave has been designated as FMLA or OFLA leave and ask the employee about the use of available accrued paid leave.

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

Benefits and Insurance

[21] Applies only to an employee who is employed principally in an instructional capacity by the district.

[22] {Select one of the two bracketed options based on district practice, i.e., keep the ending to this sentence OR delete this ending and keep the following bracketed sentence. See ORS 657B.030(2) (as amended by SB 1515 (2024) for additional guidance).}

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

During an OFLA qualified leave an eligible employee does not accrue seniority or other benefits that would have accrued while the employee was working, unless the terms of a collective bargaining agreement, other agreement or other district policy provide otherwise.[23] The eligible employee is also subject to layoff to the same extent similarly situated employees not taking OFLA leave are subject unless the terms of an applicable collective bargaining agreement, other agreement or the district's policies provide otherwise.

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

For the purposes of FMLA qualified leave, the district's obligation to maintain the employee's group health insurance coverage will cease if the employee's contribution is remitted more than 30 calendar days late. The district will provide written notice that the premium payment is more than 30 calendar days late. Such notice will be provided within 15 calendar days before coverage is to cease.

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

Fitness-for-Duty Verification

For purposes of FMLA, prior to the reinstatement of an employee following a leave which was the result of the employee's own serious health condition, the district may require the employee to obtain and present a Fitness-for-Duty Certification. If the district is going to require a Fitness-for-Duty Certification upon return to work, the district must notify the employee of such requirement when the leave is designated as FMLA leave and that failure to provide the certification may result in a delay or denial of reinstatement. Any costs associated with obtaining the certification shall be borne by the employee.

Application

For purposes of FMLA, an eligible employee requesting FMLA leave shall provide at least 30 days' notice prior to the leave date if the leave is foreseeable. The notice shall be written and include the anticipated start date, duration and reasons for the requested leave. When appropriate, the eligible employee must make a reasonable effort to schedule treatment, including intermittent leave and reduced leave, so as not to unduly disrupt the operation of the district. An eligible employee able to give advance notice of the need to take FMLA leave must follow the district's known, reasonable and customary procedures for requesting any kind of leave.

For purposes of OFLA, an eligible employee shall provide at least {[24]}30 days' written notice of the need for foreseeable leave before starting family leave. An employee may commence family leave without prior notice in the event of: an unexpected illness, injury or condition of a child of the employee that requires

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

[24] {This number of days should align with the days provided in the leave request form.}

home care; the death of a family member; or an illness, injury or condition related to the employee's own pregnancy or childbirth that disables the employee from performing any available job duties offered by the district. If an employee commences leave without prior notice as allowed above, the employee must give oral notice[25] to the employer within 24 hours of the commencement of the leave and must provide the written notice within three days after returning to work. Failure of an employee to provide the required notice for leave may result in the district deducting up to three weeks from the employee's unused OFLA leave in that one-year leave period. The employee may be subject to disciplinary action for not following the district's notice procedures.

The district may request additional information[26] to determine the requested leave qualifies as FMLA or OFLA leave. The district may designate the employee as provisionally on FMLA or OFLA leave until sufficient information is received to properly make a determination. An eligible employee able to give advance notice of the need to take leave must follow the district's known, reasonable and customary procedures for requesting any kind of leave.

For the purposes of FMLA, if advance notice is not possible, an employee eligible for FMLA leave must provide notice as soon as practicable. "As soon as practicable," for the purpose of FMLA leave, means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case. In most situations, as soon as practicable will be within one business day of an employee becoming aware of the need. Failure of an employee to provide the required notice for FMLA leave may result in the district delaying the employee's leave up to 30 days after the notice is ultimately given.[27]

For the purposes of OFLA, if an eligible employee is taking leave in an unforeseeable situation, an employee must give oral or written notice[28] within 24 hours before or after commencement of the leave. In all cases, proper documentation must be submitted no later than three working days following the employee's return to work.

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

Verification

Under FMLA, the district may require an eligible employee to provide medical certification, when appropriate[29], to support the stated reason for such leave. In most cases, the district will provide written notification to an employee of this requirement within five working days of the employee's request for leave. The employee is required to submit such medical certification no later than 15 calendar days after receipt of the district's notification that medical certification is required, unless not practicable. Any additional certifications, including second and third opinions, will be in accordance with applicable law.

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[25] Oral notice may be given by any other person on behalf of the employee taking the leave.

[26] Except in cases to verify OFLA bereavement leave unless the district requires the use of an attestation form for purposes of determining affinity.

[27] See 29 CFR § 825.304.

[28] Notice may be given by any other person on behalf of the employee taking the leave.

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

Under OFLA, the district may require an eligible employee to provide medical verification, when appropriate[30], to support the stated reason for qualifying OFLA leave. The district will provide written notification to an employee of this requirement and state the consequences for failure to provide the requested medical verification. If the employee gives advance written notice of foreseeable leave, the district may require the employee to provide medical verification for OFLA leave before the leave starts. If the employee begins unforeseeable OFLA leave without prior notice, the employee is required to submit such medical verification within 15 calendar days after receipt of the district's request for medical verification. The employee may be subject to disciplinary action for not providing the requested medical verification.

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

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

1. The name of the child requiring home care;

2. The name of the school or child care provider that is subject to the closure;

3. A statement from the employee that no other family member of the child is willing and able to care for the child; and

4. A statement that special circumstances exist that require the employee to provide home care for the child during the day, if the child is older than 14 years of age.

Posted Notice

The district will post the Bureau of Labor and Industries Family Leave notice in each building or worksite in an area that is accessible to and regularly frequented by employees.[31] The district will also post a notice explaining the provisions of FMLA and providing information concerning the procedures for filing complaints.[32]

Record Keeping

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

[30] Medical verification is not allowed in every situation. Review current laws and guidance for more information. (OAR 839-009-0260)

[31] https://www.oregon.gov/boli/employers/Documents/BOLI_Printable_FamilyMedLv.pdf; electronic posting is not sufficient to satisfy this requirement, but may be used to supplement the physical posting.

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

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

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

Federal vs. State Law

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

O P O S E D

Philomath School District 17J

Code: GCBDD/GDBDD
Adopted: 8/19/19

Sick Time-Non-Permanent Employees

"Employee" means an individual who renders personal services at a fixed rate to~~is employed by~~ the district if the district either pays~~and who is paid on an hourly, stipend~~ or agrees to pay for personal services or permits the individual to perform personal services~~salary basis, and for whom withholding is required under Oregon Revised Statute (ORS) 316.162-316.221~~. The definition does not include volunteers or independent contractors.

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

~~A~~The district employ~~ing~~s 10 or more employees and therefore shall allow an eligible employee to access up to 40 hours of paid sick time per year. Paid sick time of 40 hours shall be front loaded to an employee ~~who falls within the following groups~~ who falls within the following groups at the beginning of each fiscal year~~: certified, classified and non-represented staff, coaches and seasonable stipends~~. Coaches and seasonable stipends.

Paid sick time shall accrue at the rate of one hour for every 30 hours worked , or 1-1/3 hours for every 40 hours the employee works~~for an employee who falls in the following groups: both certified and classified substitutes, student employees and pool employees~~ for an employee who falls in the following groups: both certified and classified substitutes, student employees and pool employees.

~~If an individual falls into more than one group identified above, sick time will accrue at the rate of the primary position. If an employee's bargaining agreement grants equal or greater sick leave benefits then sick time will run concurrently with sick leave.~~

The employee may carry up to 40 hours of unused sick time from one year to the subsequent year. {[1]}An employee is limited to accruing no more than 80 hours of sick time using no more than 40 hours of sick time in a year.

Sick time shall be taken in hourly increments for all employee groups, except certified substitutes who will take sick time in minimum increments not to exceed four hours and may be used for the employee's or a family member's[2] mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive care, or for reasons consistent with qualifying~~the~~ Family Medical Leave ~~Act~~ (FMLA), Paid Family and Medical Leave Insurance (PFMLI) or Oregon Family Leave (OFLA).~~.~~ Sick time may also be used in the event of a public

[1] {If the district chooses to limit the accrual or usage, the district must choose language in the bracketed sentence and keep this sentence in policy. The application of these limits need not be applied to employers with less than 10 employees and who front-load at least 40 hours of unpaid sick time or unpaid time off at the beginning of each year used to calculate the accrual and usage of sick time or time off. (ORS 653.606 (1)(d))}

[2] "Family member" is defined in OAR 839-007-0000.~~by the Oregon Family Leave Act (OFLA).~~

health emergency or for leave to address domestic violence, harassment, sexual assault, bias, or stalking under ORS 659A.272. When sick time is used to care for, or to deal with the death of, an individual related by blood or affinity whose close association with the district employee is the equivalent of a family relationship, the district requires an attestation form signed and submitted by the employee.

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

The district reserves the right after an employee uses sick time for more than five consecutive scheduled workdays,~~days of absence,~~ to require verification~~proof of personal illness~~ or certification in accordance with law of the need for the sick time~~injury from an employee~~, including a medical verification or certification[3] ~~examination by a physician chosen and~~ paid for by the district. If an~~An~~ employee fails~~refusing~~ to provide verification or certification or fails~~submit to such an examination or~~ to provide other evidence as required by the district, the employee shall be subject to appropriate disciplinary action, up to and including dismissal.

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

When the reason for sick time is consistent with ORS 332.507, ~~the~~ sick time leave and leave pursuant to ORS 332.507 may run concurrently.

If the reason for sick time is a foreseeable absence, the district requires an ~~may require the~~ employee to provide advance notice of the~~their~~ intention to use sick time {[4]}~~within~~ 10 days prior to when~~of~~ the requested sick time is to begin~~,~~ or as soon as otherwise practicable. When an~~the~~ employee uses sick time for a foreseeable absence, the employee shall take reasonable effort to schedule the sick time in a manner that does not unduly disrupt the operations of the district (e.g., grading deadlines, inservice training, mandatory meetings). [The district may discipline an employee if the employee fails to make a reasonable effort to schedule leave in a manner that does not unduly disrupt the operations of the district.]~~in-service training, mandatory meetings).~~

If the reason for sick time is unforeseeable, such as an emergency, accident or sudden illness, the employee shall notify the district at least 24 hours in advance or as soon as practicable.
The district may discipline an employee for violating workplace policies and procedures if the employee fails to provide notice as required.

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

END OF POLICY

Legal Reference(s):

ORS 332.507
ORS 342.545
ORS 342.610
ORS 653.601 - 653.661
ORS 659A.150 - 659A.186
OAR 839-007-0020 - 0065

[3] In the case of need for leave under ORS 659A.272, the district may not require the verification or certification to explain the nature of the illness or details related to the domestic violence, sexual assault, harassment, bias, or stalking, which necessitates the use of sick time.

[4] {ORS 653.621(3): "…not to exceed 10 days"}

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

Cross Reference(s):

ACA - Americans with Disabilities Act
GBDA - Expression of Milk [or Breast-feed] in the Workplace *
GCBDA/GDBDA - Family Medical Leave
GCBD/GDBD - Leaves and Absences

Philomath School District 17J

Code: IGBAB/JO-AR
Adopted: 8/12/13
Revised/Readopted: 8/19/19; 12/16/19
Orig. Code: IGBAB/JO-AR

Education Records/Records of Students with Disabilities Management

1. Student Education Record

Student education records are those records that are directly related to a student and maintained by the district, or by a party acting for the district; however, this does not include the following:

a. Records of instructional, supervisory and administrative personnel~~,~~ and educational personnel ancillary to those persons that are kept in the sole possession of the maker of the record, used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record;
b. Records of the law enforcement unit of the district subject to the provisions of Oregon Administrative Rule (OAR) 581-021-0225;
c. Records relating to an individual who is employed by the district~~,~~ that are made and maintained in the normal course of business, which~~that~~ relate exclusively to the individual in that individual's capacity as an employee and that are not available for use for any other purpose. Records relating to an individual in attendance at the district who is employed as a result of ~~his/her status as a student,~~ being a student, are education records and are not excepted under this section;
d. Records on a student who is 18 years of age or older, or is attending an institution of postsecondary education, that are:

(1) Made or maintained by a physician, psychiatrist, psychologist or other recognized professional or paraprofessional acting in a~~his/her~~ professional capacity or assisting in a paraprofessional capacity;
(2) Made, maintained~~,~~ or used only in connection with treatment of the student; and
(3) Disclosed only to individuals providing the treatment. For purposes of this definition, "treatment" does not include remedial educational activities or activities that are part of the program of instruction at the district.

e. Records that only contain information relating to activities in which an individual engaged after the individual~~he/she~~ is no longer a student at the district;
f. Medical or nursing records which are made or maintained separately and solely by a licensed health-care professional who is not employed by the district, and which are not used for education purposes or planning.

The district shall keep and maintain a permanent record on each student which includes the:

a. Name and address of ~~the~~ educational agency or institution;
b. Full legal name of the student;
c. Student's~~Student~~ birth date ~~and place of birth~~;

d. Name~~Names~~ of parents/guardians;
e. Date of entry into the~~in~~ school;
f. Name of school previously attended;
g. Courses of study and marks received;
h. Data documenting a student's progress toward achievement of state standards and must include a student's Oregon State Assessment results;
i. Credits earned;
j. Attendance; and
k. Date of withdrawal from school.~~; and~~
~~l. Such additional information as the district may prescribe.~~

The district may ~~also~~ request the social security number of the student ~~and will include the social security number on the permanent record only if the eligible student or parent complies with the request~~. The request shall include notification to the eligible student or the student's parent(s) that the provision of the social security number is voluntary and notification of the purpose for which the social security number will be used.

The district shall retain permanent records in a minimum one-hour fire-safe place in the district, or keep a duplicate copy of the permanent records in a safe depository in another district location.

2. Confidentiality of Student Records

a. The district shall keep confidential any record maintained on a student in accordance with OAR 581-021-0220 through 581-021-0430.
b. Each district shall protect the confidentiality of personally identifiable information at collection, storage, disclosure~~,~~ and destruction stages.
c. Each district shall identify one official to assume responsibility for ensuring the confidentiality of any personally identifiable information.
d. All persons collecting or using personally identifiable information shall receive training or instruction on state policies and procedures.

3. Rights of Parents and Eligible Students

The district shall annually notify parents and eligible students through the district student/parent handbook or any other means that are reasonably likely to inform the parents or eligible students of their rights. This notification shall state that the parent(s) or an eligible student has a right to:

a. Inspect and review the student's education records;
b. Request the amendment of the student's education records to ensure that they are not inaccurate, misleading or otherwise in violation of the student's privacy or other rights;
c. Consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that the applicable state or federal law authorizes disclosure without consent;
d. Pursuant to OAR 581-021-0410, file with the Family Policy Compliance Office, United States Department of Education a complaint under 34 C.F.R. § 99.64 concerning alleged failures by the district to comply with the requirements of federal law; and
e. Obtain a copy of the district policy with regard to student education records.

The notification shall also inform parents or eligible students that the district forwards education records requested under OAR 581-021-0255. The notification shall also indicate where copies of the district policy are located and how copies may be obtained.

If the eligible student or the student's parent(s) has a primary or home language other than English, or has a disability, the district shall provide effective notice.

These rights shall be given to either parent unless the district has been provided with specific written evidence ~~that~~ there is a court order, state statute or legally binding document relating to such matters as divorce, separation or custody that specifically revokes these rights.

When a student becomes an eligible student, which is defined as a student who has reached 18 years of age or is attending only an institution of postsecondary education and is not enrolled in a secondary school, the rights accorded to, and the consent required of, the parents transfer from the parents to the student. Nothing prevents the district from giving students rights in addition to those given to parents.

4. Parent's or Eligible Student's Right to Inspect and Review

The district shall permit an eligible student or student's parent(s) or a representative of a parent or eligible student, if authorized in writing by the eligible student or student's parent(s), to inspect and review the education records of the student, unless the education records of a student contain information on more than one student. In that case the eligible student or student's parent(s) may inspect, review or be informed of only the specific information about the student.

The district shall comply with a request for access to records:

a. Within a reasonable period of time and without unnecessary delay;
b. For children with disabilities before any meeting regarding an individualized education program (IEP), or any due process hearing, or any resolution session related to a due process hearing[1];
c. In no case more than 45 days after it has received the request.

The district shall respond to reasonable requests for explanations and interpretations of the student's education record.

The parent(s) or an eligible student shall comply with the following procedure to inspect and review a student's education record:

a. Provide a written, dated request to inspect a student's education record; and
b. State the specific reason for requesting the inspection.

The written request will be permanently added to the student's education record.

[1] Records must be provided without undue delay, which may not exceed 10 business days 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.

The district shall not destroy any education record if there is an outstanding request to inspect and review the education record.

While the district is not required to give an eligible student or student's parent(s) access to treatment records under the definition of "education records" in OAR 581-021-0220(6)(b)(D), the eligible student or student's parent(s) may, at their expense, choose~~have those records reviewed by~~ a physician or other appropriate professional and have those records reviewed~~of their choice~~.

If an eligible student or student's parent(s) so requests, the district shall give the eligible student or student's parent(s) a copy of the student's education record. The district may recover a fee for providing a copy of the record, but only for the actual costs of reproducing the record unless the imposition of a fee effectively prevents a parent or eligible student from exercising the right to inspect and review the student's educational records. The district may not charge a fee to search for or to retrieve the education records of a student.

The district shall not provide the eligible student or student's parent(s) with a copy of test protocols, test questions and answers and other documents described in Oregon Revised Statutes (ORS) 192.345~~501~~(4) unless authorized by federal law.

The district will maintain a list of the types and locations of education records maintained by the district and the titles and addresses of officials responsible for the records.

Student education records will be maintained at the school building at which the student is in attendance except for special education records which may be located at another designated location within the district. The administrator/principal or designee shall be the person responsible for maintaining and releasing the education records.

5. Release of Personally Identifiable Information

Personally identifiable information shall not be released without prior written consent of the eligible student or student's parent(s) except in the following cases:

a. The disclosure is to other school officials, including teachers, within the district who have a legitimate educational interest.

As used in this section, "legitimate educational interest" means a district official employed by the district as an administrator, supervisor, instructor or staff support member; a person serving on a school board who needs to review an educational record in order to fulfill their professional responsibilities, as delineated by their job description, contract or conditions of employment. Contractors, consultants, volunteers or other parties to whom an agency or institution has outsourced institutional services or functions may be considered a school official provided that party performs an institutional service or function for which the district would otherwise use employees, is under the direct control of the district with respect to the use and maintenance of education records, and is subject to district policies concerning the redisclosure of personally identifiable information.

The district shall maintain, for public inspection, a listing of the names and positions of individuals within the district who have access to personally identifiable information with respect to students with disabilities.

b. The disclosure is to officials of another school within the district;

c. The disclosure is to authorized representatives of:

The U.S. Comptroller General, U.S. Attorney General, U.S. Secretary of Education or state and local education authorities or the Oregon Secretary of State Audits Division in connection with an audit or evaluation of federal or state-supported education programs, or the enforcement of or compliance with federal or state-supported education programs, or the enforcement of or compliance with federal or state regulations.

d. The disclosure is in connection with financial aid for which the student has applied or which the student has received, if the information is necessary for such purposes as to:

(1) Determine eligibility for the aid;
(2) Determine the amount of the aid;
(3) Determine the conditions for the aid; or
(4) Enforce the terms and condition of the aid.

As used in this section "financial aid" means any payment of funds provided to an individual that is conditioned on the individual's attendance at an educational agency or institution.

e. The disclosure is to organizations conducting studies for, or on behalf of, the district to:

(1) Develop, validate or administer predictive tests;
(2) Administer student aid programs; or
(3) Improve instruction.

The district may disclose information under this section only if disclosure is to an official listed in paragraph (c) above and who enters into a written agreement with the district that:

(1) Specifies the purpose, scope and duration of the study and the information to be disclosed;
(2) Limits the organization to using the personally identifiable information only for the purpose of the study;
(3) The study is conducted in a manner that does not permit personal identification of parents or students by individuals other than representatives of the organization; and
(4) The information is destroyed when no longer needed for the purposes for which the study was conducted.

For purposes of this section, the term "organization" includes, but is not limited to, federal, state and, local agencies, and independent organizations.

f. The district may disclose information under this section only if the disclosure is to an official listed in paragraph (c) above who is conducting an audit related to the enforcement of or compliance with federal or state legal requirements and who enters into a written agreement with the district that:

(1) Designates the individual or entity as an authorized representative;
(2) Specifies the personally identifiable information being disclosed;
(3) Specifies the personally identifiable information being disclosed in the furtherance of an audit, evaluation or enforcement or compliance activity of the federal or state-supported education programs;

(4) Describes the activity with sufficient specificity to make clear it falls within the audit or evaluation exception; this must include a description of how the personally identifiable information will be used;
(5) Requires information to be destroyed when no longer needed for the purpose for which the study was conducted;
(6) Identifies the time period in which the personally identifiable information must be destroyed; and
(7) Establishes policies and procedures which are consistent with Family Education Rights and Privacy Act (FERPA) and other federal and state confidentiality and privacy provisions to insure the protection of the personally identifiable information from further disclosure and unauthorized use.

g. The disclosure is to accrediting organizations to carry out their accrediting functions;
h. The disclosure is to comply with a judicial order or lawfully issued subpoena. The district may disclose information under this section only if the district makes a reasonable effort to notify the eligible student or student's parent(s) of the order or subpoena in advance of compliance, unless an order or subpoena of a federal court or agency prohibits notification to the parent(s) or student;
i. The disclosure is to comply with a judicial order or lawfully issued subpoena when the parent is a party to a court proceeding involving child abuse and neglect or dependency matters;
j. The disclosure is to the parent(s) of a dependent student, as defined in Section 152 of the Internal Revenue Code of 1986;
k. The disclosure is in connection with a health or safety emergency. The district shall disclose personally identifiable information from an education record to law enforcement, child protective services and health care professionals, and other appropriate parties in connection with a health and safety emergency if knowledge of the information is necessary to protect the health and safety of the student or other individuals. If the district determines that there is an articulable and significant threat, the district will document the information available at that time of determination and the rationale basis for the determination for the disclosure of the information from the educational records.

In making a determination whether a disclosure may be made under the health or safety emergency, the district may take into account the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. As used in this section a "health or safety emergency" includes, but is not limited to, law enforcement efforts to locate a child who may be a victim of kidnap, abduction or custodial interference and law enforcement or child protective services efforts to respond to a report of child abuse or neglect pursuant to applicable state law, or other such reasons that the district may in good faith determine a health or safety emergency;
l. The disclosure is information the district has designated as "directory information" (See Board policy JOA – Directory Information);
m. The disclosure is to the parent(s) of a student who is not an eligible student or to an eligible student;
n. The disclosure is to officials of another school, school system, institution of postsecondary education, an education service district (ESD), state regional program or other educational agency that has requested the records and in which the student seeks or intends to enroll or is enrolled or in which the student receives services. The term "receives services" includes, but is

not limited to, an evaluation or reevaluation for purposes of determining whether a student has a disability;

o. The disclosure is to the Board during an executive session pursuant to ORS 332.061;~~.~~

p. The disclosure is to a caseworker or other representative, who has the right to access the student's case plan, of a state or local child welfare agency or tribal organization that are legally responsible for the care and protection of the student, provided the personally identifiable information will not be disclosed unless allowed by law.

The district will use reasonable methods to identify and authenticate the identity of the parents, students, school officials, and any other parties to whom the district discloses personally identifiable information from educational records.

6. Record-Keeping Requirements

The district shall maintain a record of each request for access to and each disclosure of personally identifiable information from the education records of each student. Exceptions to the record-keeping requirements shall include the parent, eligible student, school official or ~~his/her~~ assistant responsible for custody of the records and parties authorized by state and federal law for auditing purposes. The district shall maintain the record with the education records of the student as long as the records are maintained. For each request or disclosure~~,~~ the record must include:

a. The party or parties who have requested or received personally identifiable information from the education records; and
b. The legitimate interests the parties had in requesting or obtaining the information.

The following parties may inspect the record of request for access and disclosure to a student's personally identifiable information:

a. The parent(s) or an eligible student;
b. The school official or ~~their~~ assistants who are responsible for the custody of the records;
c. Those parties authorized by state or federal law for purposes of auditing the record-keeping procedures of the district.

7. Request for Amendment of Student's Education Record

If an eligible student or student's parent(s) believes the education records relating to the student contain information that is inaccurate, misleading or in violation of the student's rights of privacy or other rights, the student or parent(s)~~they~~ may ask the building level principal where the record is maintained to amend the record.

The principal shall decide, after consulting with the necessary staff, whether to amend the record as requested within a reasonable time after the request to amend has been made.

The request to amend the student's education record shall become a permanent part of the student's education record.

If the principal decides not to amend the record as requested, the eligible student or the student's parent(s) shall be informed of the decision and of a~~their~~ right to appeal the decision by requesting a hearing.

8. Hearing Rights of Parents or Eligible Students

If the building level principal decides not to amend the education record of a student as requested by the eligible student or the student's parent(s), the eligible student or student's parent(s) may request a formal hearing for the purpose of challenging information in the education record as inaccurate, misleading or in violation of the privacy or other rights of the student. The district shall appoint a hearings officer to conduct the formal hearing requested by the eligible student or student's parent. The hearing may be conducted by any individual, including an official of the district, who does not have a direct interest in the outcome of the hearing. The hearings officer will establish a date, time and location for the hearing, and give the student's parent or eligible student notice of date, time~~,~~ and location reasonably in advance of the hearing. The hearing will be held within 10 working days of receiving the written or verbal request for the hearing.
The hearings officer will convene and preside over a hearing panel consisting of:

a. The principal or designee;
b. A member chosen by the eligible student or student's parent(s); and
c. A disinterested, qualified third party appointed by the superintendent.

The parent or eligible student may, at ~~their~~ own expense, choose~~be assisted or represented by~~ one or more individuals to assist or represent them~~of their own choice~~, including an attorney. The hearing shall be private. Persons other than the student, parent, witnesses~~,~~ and counsel shall not be admitted. The hearings officer shall preside over the panel. The panel will hear evidence from the school staff and the eligible student or student's parent(s) to determine the point(s) of disagreement concerning the records. Confidential conversations between a licensed employee or district counselor and a student shall not be part of the records hearing procedure. The eligible student or student's parent(s) has the right to insert written comments or explanations into the record regarding the disputed material. Such inserts shall remain in the education record as long as the education record or a contested portion is maintained and exists. The panel shall make a determination after hearing the evidence and make its recommendation in writing within 10 working days following the close of the hearing. The panel will make a determination based solely on the evidence presented at the hearing and will include a summary of the evidence and the reason for the decision. The findings of the panel shall be rendered in writing not more than 10 working days following the close of the hearing and submitted to all parties.

If, as a result of the hearing, the panel decides that the information in the education record is not inaccurate, misleading or otherwise in violation of the privacy or other rights of the student, it shall inform the eligible student or the student's parent(s) of the right to place a statement in the record commenting on the contested information in the record or stating why there is disagreement~~the eligible student or the student's parent(s) disagree~~ with the decision of the panel. If a statement is placed in an education record, the district will ensure that the statement:

a. Is maintained as part of the student's records as long as the record or a contested portion is maintained by the district; and

b. Is disclosed by the district to any party to whom the student's records or the contested portion are disclosed.

If, as a result of the hearing, the panel decides that the information is inaccurate, misleading or otherwise in violation of the privacy or other rights of the student, it shall:

a. Amend the record accordingly; and
b. Inform the eligible student or the student's parent(s) of the amendment in writing.

9. Duties and Responsibilities When Requesting Education Records

The district shall, within 10 days of a student seeking initial enrollment in or services from the district, notify the public or private school, ESD, institution, agency or detention facility or youth care center in which the student was formerly enrolled, and shall request the student's education records.

10. Duties and Responsibilities When Transferring Education Records

The district shall transfer originals of all requested student education records, including any ESD records, relating to the particular student to the new educational agency when a request to transfer the education records is made to the district. The transfer shall be made no later than 10 days after receipt of the request. For students in substitute care programs, the transfer must take place within five days of a request. Readable copies of the following documents shall be retained:

a. The student's permanent records, for one year;
b. Such special education records as are necessary to document compliance with state and federal audits, for five years after the end of the school year in which the original was created. In the case of records documenting speech pathology and physical therapy services, until the student reaches age 21 or 5 years after last seen, whichever is longer.

Note: Education records shall not be withheld for student fees, fines and charges if requested in circumstances described in ORS 326.575 and applicable rules of the State Board of Education or such records are requested for use in the appropriate placement of a student.

Disclosure Statement

Required for use in collecting personally identifiable information related to social security numbers.

On any form that requests the social security number (SSN), the following statement shall appear just above the space for the SSN:

> "Providing your social security number (SSN) is voluntary. If you provide it, the district will use your SSN for record-keeping, research, and reporting purposes only. The district will not use your SSN to make any decision directly affecting you or any other person. Your SSN will not be given to the general public. If you choose not to provide your SSN, you will not be denied any rights as a student. Please read the statement on the back of this form that describes how your SSN will be used. Providing your SSN means that you consent to the use of your SSN in the manner described."

On the back of the same form, or attached to it, the following statement shall appear:

> "OAR 581-021-0250 (1)(j) authorizes districts to ask you to provide your social security number (SSN). The SSN will be used by the district for reporting, research and record keeping. Your SSN will also be provided to the Oregon Department of Education. The Oregon Department of Education gathers information about students and programs to meet state and federal statistical reporting requirements. It also helps districts and the state research, plan and develop educational programs. This information supports the evaluation of educational programs and student success in the workplace."

The district and Oregon Department of Education may also match your SSN with records from other agencies as follows:

> The Oregon Department of Education uses information gathered from the Oregon Employment Division to learn about education, training, and job market trends. The information is also used for planning, research and program improvement.
>
> State and private universities, colleges, community colleges and vocational schools use the information to find out how many students go on with their education and their level of success.
>
> Other state agencies use the information to help state and local agencies plan educational and training services to help Oregon citizens get the best jobs available.

Your SSN will be used only for statistical purposes as listed above. State and federal law protects the privacy of your records.

Philomath School District 17J

Code: IKF
Adopted: 12/13
Revised/Reviewed: 04/20/2023; 09/11/2025
Orig. Code: IKF

Graduation Requirements**

The Board establishes graduation requirements for awarding of a high school diploma, a modified diploma, an extended diploma, and a ~~alternative certificate/~~ certificate of attendance which meet or exceed state requirements. A student may satisfy graduation requirements in less than four years. The district will award a diploma to a student fulfilling graduation requirements in less than four years if consent is given by the student's parent or guardian or by the student if the student is 18 years of age or older or emancipated.

If the district requires diploma requirements beyond the state requirements, the district shall grant a waiver for those requirements to any student who, at any time from grade 9 to 12, was:

1. In foster care[1];
2. ~~Homeless~~ Experiencing houselessness[2];
3. A runaway;
4. A child in a military family covered by the Interstate Compact on Educational Opportunity for Military Children;
5. A child of a migrant worker;
6. Enrolled in the Youth Corrections Education Program or the Juvenile Detention Education Program; or
7. Enrolled at an approved recovery school under ORS 336.680[3].

For any student identified above, the district shall accept any credits earned by the student in an educational program[4] in this state~~another district or public charter school~~, applying those credits toward

[1] As defined in ORS 30.297.

[2] See OAR 581-022-2000 for additional information, utilizing the tern "homeless".

[3] "Approved Recovery School" means a school that is under an agreement with the Oregon Department of Education to provide students enrolled in the school with a holistic approach to educational services (grades 9-12) and health care services related to recovery from substance use disorders.

[4] "Educational program in this state" means an educational program that is provided by a school district, a public charter school, the Youth Corrections Education Program or the Juvenile Detention Program, or funded as provided by ORS 343.243 for students in a long term care or treatment facility described in ORS 343.962 or a hospital identified in ORS 343.261.

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the state requirements for a diploma if the credits satisfied those requirements in that educational program in this state~~district or public charter school~~.

Diploma

A high school diploma will be awarded to students in grades 9 through 12 who complete a minimum of 24 credits which include at least the following:

Content Area	Required Credits	Requirements
Language Arts	4 credits	Written Composition (1 credit)
Mathematics	3 credits	Must be Algebra I and above. Courses aligned to the adopted Algebra, Geometry, and Data Reasoning standards meet this requirement.
Science	3 credits	Must include Scientific Inquiry and Lab Experiences as outlined in the standards. Lab experiences can take place outside of school, in field-based experiences.
Social Science	3 credits	Must include at least 0.5 credit from Civics (American Government) and inclusive instruction in Tribal History/ Shared History, Holocaust/ Genocide, and Ethnic Studies.
Art, CTE, and/or World Language[5]	3 credits	
Health	1 credit	
Personal Finance	0.5 credits	
Physical Education	1 credit	Freshman PE (0.5 credits)
~~Personalized Learning~~ Higher Education & Career Path Skills[6]	0.5 credits	
Electives	5 credits	

The District shall offer students credit options provided the method for obtaining such credits is described in the student's personal education plan and the credit is earned by meeting requirements described in Oregon Administrative Rule (OAR) 581-022-2025.

To receive a diploma, in addition to credit requirements outlined above, a student must:

[5] "World Language" includes sign language, heritage language and languages other than a student's primary language.

[6] "Higher Education and Career Path Skills" becomes statewide requirement in January, 2027 (applies to class of 2026-2027).

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1. Demonstrate proficiency in the essential skills of reading, writing, and apply mathematics in a variety of settings:[7]
2. Develop an education plan and build an educational profile;
3. Demonstrate extended application of standards through a collection of evidence; and
4. Participate in career-related learning experiences.

Honors Diploma

A high school honors diploma will be awarded to students in grades 9 through 12 who complete 26 credits which include at least the following:

Content Area	Required Credits	Requirements
Language Arts	4 credits	Written Composition (1 credit)
Mathematics	4 credits	Must be Algebra I and above. Courses aligned to the adopted Algebra, Geometry, and Data Reasoning standards meet this requirement.
Science	3.5 credits	Must include Scientific Inquiry and Lab Experiences as outlined in the standards. Lab experiences can take place outside of school, in field-based experiences.
Social Science	3.5 credits	Must include at least 0.5 credit from Civics (American Government) and inclusive instruction in Tribal History/ Shared History, Holocaust/ Genocide, and Ethnic Studies.
Art, CTE, and/or World Language[8]	3 credits	Two (2) credits in same World Language
Health	1 credit	
Personal Finance	0.5 credits	
Physical Education	1 credit	Freshman PE (0.5 credits)
~~Personalized Learning~~ Higher Education & Career Path Skills[9]	0.5 credits	
Electives	5 credits	

The District shall offer students credit options provided the method for obtaining such credits is described in the student's personal education plan and the credit is earned by meeting requirements described in Oregon Administrative Rule (OAR) 581-022-2025.

[7] The State Board of Education has waived this requirement in Essential Skills for students graduating through the 2027-2028 school year.

[8] "World Language" includes sign language, heritage language and languages other than a student's primary language.

[9] "Higher Education and Career Path Skills" becomes statewide requirement in January, 2027 (applies to class of 2026-2027).

To receive an Honors Diploma, students must meet the following in addition to credit requirements listed above.

1. Demonstrate proficiency in the essential skills of reading, writing, and apply mathematics in a variety of settings:[10]
2. Develop an education plan and build an educational profile;
3. Demonstrate extended application of standards through a collection of evidence;
4. Participate in career-related learning experiences.
5. Accumulative GPA of 3.5 or higher at time of graduation;
6. Math level must be at least 1.0 credits Pre-Calculus or a combination of Pre-Calculus, and Math 105 (University Level), and/or coursed meeting Data Reasoning Standards.
7. Student must complete two years of the same World Language.
8. Student may not have any Pass/ No Pass grades.

DRAFT

[10] The State Board of Education has waived this requirement in Essential Skills for students graduating through the 2027-2028 school year.

Valedictorian Diploma

A high school valedictorian diploma will be award to students in grades 9 through 12 who complete 28 credits which include at least the following:

Content Area	Required Credits	Requirements
Language Arts	4 credits	Written Composition (1 credit)
Mathematics	4 credits	Must be Algebra I and above. Courses aligned to the adopted Algebra, Geometry, and Data Reasoning standards meet this requirement.
Science	4 credits	Must include Scientific Inquiry and Lab Experiences as outlined in the standards. Lab experiences can take place outside of school, in field-based experiences.
Social Science	3.5 credits	Must include at least 0.5 credit from Civics (American Government) and inclusive instruction in Tribal History/ Shared History, Holocaust/ Genocide, and Ethnic Studies.
Art, CTE, and/or World Language[11]	3 credits	Two (2) credits in same World Language
Health	1 credit	
Personal Finance	0.5 credits	
Physical Education	1 credit	Freshman PE (0.5 credits)
~~Personalized Learning~~ Higher Education & Career Path Skills[12]	0.5 credits	
Electives	6.5 credits	

The District shall offer students credit options provided the method for obtaining such credits is described in the student's personal education plan and the credit is earned by meeting requirements described in Oregon Administrative Rule (OAR) 581-022-2025.

[11] "World Language" includes sign language, heritage language, and languages other than a student's primary language.

[12] "Higher Education and Career Path Skills" becomes statewide requirement in January, 2027 (applies to class of 2026-2027).

To receive a Valedictorian Diploma, students must meet the following in addition to credit requirements listed above.

1. Demonstrate proficiency in the essential skills of reading, writing, and apply mathematics in a variety of settings:[13]
2. Develop an education plan and build an educational profile;
3. Demonstrate extended application of standards through a collection of evidence;
4. Participate in career-related learning experiences.
5. Highest accumulative GPA at time of graduation.
6. Students must take at least the following number of Advanced Placement (AP) classes or Associate of Arts Oregon Transfer (AAOT) courses:
    - Class of 2029 and Beyond: Four (4) Classes
    - Class of 2028 and Prior: Two (2) Classes
7. Math level must be at least 1.0 credits Pre-Calculus or a combination of Pre-Calculus, and Math 105 (University Level), and/or coursed meeting Data Reasoning Standards.
8. Student must complete two years of the same World Language.
9. Student may not have any Pass/ No Pass grades.

DRAFT

[13] The State Board of Education has waived this requirement in Essential Skills for students graduating through the 2027-2028 school year.

Modified Diploma

A modified diploma will be awarded only to students who have demonstrated the inability to meet the full set of academic content standards adopted by the State Board of Education for a high school diploma while receiving reasonable modifications and accommodations. A modified diploma may only be awarded to a student who meets the eligibility criteria below and other criteria, if applicable, outlined in OAR 581-022-2010(3):

1. The student has a documented history of an inability to maintain grade level achievement due to significant learning and instructional barriers; or

2. The student has a documented history of a medical condition that creates a barrier to achievement.

Having met the above eligibility criteria, a modified diploma will be awarded to students who, while in grade nine through completion of high school, complete 24 credits with at least thirteen (13) of those credits to include:

Content Area	Required Credits	Requirements
Language Arts	3 credits	
Mathematics	2 credits	
Science	2 credits	
Social Science	2 credits	May include history, civics, geography, and economics.
Art, CTE, and/or World Language[14]	1 credit	Units may be earned in any one or a combination.
Health	1 credit	
Physical Education	1 credit	Freshman PE (0.5 credits)
Personal Finance[15]	0.5 credit	
Higher Education & Career Path Skills[16]	0.5 credit	
Specific Content Required	**13.0 credits**	
Electives	11.0 credits	

Students may earn additional credits to earn a modified diploma pursuant to OAR 581-022-2010.

[14] "World Language" includes sign language, heritage language, and languages other than a student's primary language.

[15] Personal Finance credit applies to students who are awarded a modified diploma on or after January 1, 2027.

[16] Higher Education and Career Path Skills credit applies to students who are awarded a modified diploma on or after January 1, 2027.

To receive a modified diploma, in addition to credit requirements outlined above, a student must:

1. Demonstrate proficiency in the essential skills of reading, writing, and apply mathematics in a variety of settings:[17]
2. Develop an education plan and build an educational profile; and
3. Demonstrate extended application of standards through a collection of evidence.

Districts may make modifications to the assessment for students who seek a modified diploma when the following conditions are met:

1. For a student on an individualized education program (IEP) or Section 504 plan, any modifications to work samples must be consistent with the requirements established in the IEP or 504 plan. Modifications include practices and procedures that compromise the intent of the assessment through a change in the achievement level, construct, or measured outcome of the assessment. This means that IEP or 504 school teams responsible for approving modifications for a student's assessment may adjust the administration of the assessment and/or the assessment's achievement standard. The IEP or 504 team must inform the student's parent that the use of a modification on an assessment will result in an invalid assessment.

2. For a student not on an IEP or 504 plan, any modifications to work samples must have been provided to the student during their instruction in the content area to be assessed and in the year in which the student is being assessed, and modifications must be approved by the school team that is responsible for monitoring the student's progress toward the modified diploma.

Students not on an IEP or a Section 504 Plan may not receive a modified statewide assessment.

A student's school team, which must include an adult student or parent/guardian of the student, shall decide if a student will work toward a modified diploma no earlier than the end of grade six and no later than two years before the student's anticipated exit from high school. A student's school team may decide to revise a modified diploma decision.

A student's school team may decide that a student who was not previously working towarda modified diploma should work toward one when the student is less than two years from anticipated exit from high school if the documented history has changed.

For students with a documented history as described above, the district shall annually provide the parents or guardians of students, beginning in grade five (5) or after such documented history has been established, the following:

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

[17] The State Board of Education has waived this requirement in Essential Skills for students graduating through the 2027-2028 school year.

~~[{[18]}Essential Skills~~

~~The district [will] [will not] allow English Language Learner (ELL) students to demonstrate proficiency in Essential Skills in the student's language of origin for a high school diploma or a modified diploma.~~

~~The district will develop procedures to provide local performance assessment options as described in the *Local Performance Assessment Manual*, in the ELL student's language of origin, and will develop procedures to ensure that locally scored assessment options administered in an ELL student's language of origin are scored by a qualified rater.~~

~~Essential Skills Appeal~~

~~The district will [establish an appeal process] [follow Board policy KL - Public Complaints] in the event of an appeal for the denial of a diploma based on the Essential Skills graduation requirement. The district will retain student work samples and student performance data to ensure that sufficient evidence is available in the event of an appeal.]~~

Extended Diploma

An extended diploma will be awarded only to students who have demonstrated the inability to meet the full set of academic content standards adopted by the State Board of Education for a high school diploma while receiving reasonable modifications and accommodations. To be eligible for an extended diploma, a student must:

1. While in grade nine through completion of high school, complete 12 credits, which may not include more than six (6) credits in a self-contained special education classroom, and will include:

Content Area	Required Credits	Requirements
Language Arts	2 credits	
Mathematics	2 credits	
Science	2 credits	
Social Science	3 credits	May include history, civics, geography, and economics.
Art or World Language	1 credits	
Health	1 credit	
Physical Education	1 credit	

[18] {[OAR 581-022-2120(2) requires districts to have "policy whether to allow ELL students to demonstrate proficiency in all required Essential Skills in the students' language of origin." OAR 581-022-2120(4) waives this requirement through the 2027-28 school year.] Therefore, these two sections, i.e., Essential Skills and Essential Skills Appeal, are not required to be in policy at this time. The district could elect to keep the language and the bracketed portion of this footnote.}

2. Have a documented history of:

   a. An inability to maintain grade level achievement due to significant learning and instructional barriers;
   b. A medical condition that creates a barrier to achievement; or
   c. A change in the student's ability to participate in grade level activities as a result of a serious illness or injury that occurred after grade eight.

For students with a documented history, the district shall annually provide to the parents or guardians of such students, beginning after a documented history as been established, the following:

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

Certificate of Attendance

A certificate of attendance will be awarded to students who:

1. Have maintained regular full-time attendance[19] for at least four (4) years, beginning in grade nine;
2. Do not satisfy requirements for a high school diploma, modified diploma, or expended diploma and
3. Have a documented history[20].

For students with a documented history, the district shall annually provide to the parents or guardians of such students, beginning in grade five (5) or after such a documented history has been established, the following:

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

[19] "Regular full-time attendance" means not having eight or more unexcused absences in any four-week period during which school is in session. See ORS 339.065 for definition of irregular attendance. This will be calculated on an annual basis and equates to having unexcused absences for less than 20 percent of the days or class periods during which school is in session.

[20] "Documented history" means evidence in the cumulative record and education plans of a student that demonstrates the inability over time to maintain grade level achievement even with appropriate accommodations and modifications.

Other District Responsibilities

The district will ensure that all students have onsite access to the appropriate resources and courses to achieve high school diplomas, modified diplomas, and extended diplomas at each high school in the district. The district will provide age -appropriate and developmentally appropriate literacy instruction to all students until graduation.

The district may not deny a student who has the documented history listed under the modified diploma or extended diploma requirements outlined above the opportunity to pursue a diploma with more stringent requirements, for the sole reason the student has the documented history.

The district may award a modified diploma or an extended diploma to a student only upon the written consent of a student who is an emancipated minor or who has reached the age of 18 (adult student) at the time the modified or extended diploma is awarded, or the student's parent or guardian. The district must receive the written consent during the school year in which the modified diploma or the extended diploma is awarded.

A student shall have the opportunity to satisfy the requirements for a modified diploma, an extended diploma, or certificate of attendance in the later of 4 years after starting grade 9, or until the student reaches the age of 21 years if the student is entitled to a public education until the age of 21 under state or federal law.

A student may complete the requirements for a modified diploma, an extended diploma, or a certificate of attendance in less than four years but not less than three years. To satisfy the requirements for a modified diploma, an extended diploma or a certificate of attendance in less than four years, the student's parent or guardian or a student who is emancipated or has reached the age of 18 must provide written consent which clearly states the parent, guardian or student is waiving the fourth year and/or years until the student reaches the age of 21. A copy of the consent will be forwarded to the district superintendent who will annually report to the Superintendent of Public Instruction the number of such consents.

A student who qualifies to receive or receives a modified diploma, an extended diploma, or a certificate of attendance shall have the option of participating in a high school graduation ceremony with the student's class.

A student who receives a modified diploma, an extended diploma, or a certificate of attendance shall have access to instructional hours, hours of transition services and hours of other services that are designed to meet the unique needs of the student. When added together provide a total number of hours of instruction and services to the student that equals at least the total number of instructional hours that is required to be provided to students who are attending a public high school. The district may not unilaterally decrease the total number hours of instruction and services to which the student has access regardless of the age of the student.

The district will award to students with disabilities a document certifying successful completion of program requirements. No document issued to students with disabilities educated in full or in part in a special education program shall indicate that the document is issued by such a program. When a student

who has an IEP completes high school, the district will give the student an individualized summary of performance.

Eligible students with disabilities are entitled to a free appropriate public education (FAPE) until the age of 21, even if they have earned a modified diploma, an extended diploma, a certificate of attendance, or completion of a General Education Development document. The continuance of services for students with disabilities for a modified diploma, extended diploma or certificate of attendance is contingent on the IEP team determining the student's continued eligibility and special education services are needed.

Students and their parents will be notified of graduation and diploma requirements.

The district may not deny a diploma to a student who has opted out of statewide assessments if the student is able to satisfy all other requirements for the diploma. Students may opt-out of the Oregon statewide assessments in language arts and/or mathematics by completing the Oregon Department of Education's Opt-out Form[14] and submitting the form to the district.

The district will issue a high school diploma to a veteran if the veteran resides within the boundaries of the district or is an Oregon resident and attended a high school of the district, or to a deceased veteran, upon request from a representative of the veteran, if the deceased veteran resided within the boundaries of the district at the time of death or was an Oregon resident at the time of death and attended a high school of the district.

The act of student-initiated test impropriety is prohibited. A student that participates in an act of student-initiated test impropriety will be subject to discipline. "Student-initiated test impropriety" means student conduct that is inconsistent with the *Test Administration Manual* or accompanying guidance; or results in a score that is invalid.

END OF POLICY

Legal Reference(s):

ORS 329.007
ORS 329.045
ORS 329.451
ORS 329.479
ORS 332.107
ORS 332.114
ORS 336.585
ORS 336.590
ORS 339.115
ORS 339.505
ORS 343.295

OAR 581-021-0009
OAR 581-022-0102
OAR 581-022-2000
OAR 581-022-2005
OAR 581-022-2010
OAR 581-022-2015
OAR 581-022-2020
OAR 581-022-2025
OAR 581-022-2030
OAR 581-022-2115
OAR 581-022-2120
OAR 581-022-2505

Test Administration Manual, published by the OREGON DEPARTMENT OF EDUCATION.
Senate Bill 1522 (2022).

Cross Reference(s):

IKFB - Graduation Exercises
IL - Assessment Program

[14] Oregon Department of Education page for 30-Day Notice and Opt-Out Form.

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Philomath School District
Graduation Requirements Summary

Diploma:

Content Area	Required Credits*			
	Class of 2026	Class of 2027	Class of 2028	Class of 2029
Language Arts	4	4	4	4
Mathematics	3	3	3	3
Science	3	3	3	3
Social Science**	3	3	3	3
Art, CTE, World Lang.	3	3	3	3
Health	1	1	1	1
Physical Education	1	1	1	1
Personal Finance	0.5	0.5	0.5	0.5
Personalized Learning	0.5			
Higher Education & Career Path Skills		0.5	0.5	0.5
Electives	5	5	5	5

*For specific requirements in each content area, refer to full Policy IKF.

**Total of three (3) credits required; 0.5 must be in Civics.

Honors Diploma:

Content Area	Required Credits*			
	Class of 2026	Class of 2027	Class of 2028	Class of 2029
Language Arts	4	4	4	4
Mathematics	4	4	4	4
Science	3.5	3.5	3.5	3.5
Social Science**	3.5	3.5	3.5	3.5
Art, CTE, World Lang.	3	3	3	3
Health	1	1	1	1
Physical Education	1	1	1	1
Personal Finance	0.5	0.5	0.5	0.5
Personalized Learning	0.5			
Higher Education & Career Path Skills		0.5	0.5	0.5
Electives	5	5	5	5

*For specific requirements in each content area, refer to full Policy IKF.

**Total of three (3.5) credits required; 0.5 must be in Civics.

Valedictorian Diploma:

Content Area	Required Credits*			
	Class of 2026	Class of 2027	Class of 2028	Class of 2029
Language Arts	4	4	4	4
Mathematics	4	4	4	4
Science	4	4	4	4
Social Science**	3.5	3.5	3.5	3.5
Art, CTE, World Lang.	3	3	3	3
Health	1	1	1	1
Physical Education	1	1	1	1
Personal Finance	0.5	0.5	0.5	0.5
Personalized Learning	0.5			
Higher Education & Career Path Skills		0.5	0.5	0.5
Electives	6.5	6.5	6.5	6.5
Advanced Placement or AAOT Classes	At Least 2 Classes	At Least 2 Classes	At Least 2 Classes	At Least 4 Classes

*For specific requirements in each content area, refer to full Policy IKF.

**Total of three (3.5) credits required; 0.5 must be in Civics.

Modified Diploma:

Content Area	Required Credits*			
	Class of 2026	Class of 2027	Class of 2028	Class of 2029
Language Arts	3	3	3	3
Mathematics	2	2	2	2
Science	2	2	2	2
Social Science	2	2	2	2
Art, CTE, World Lang.	1	1	1	1
Health	1	1	1	1
Physical Education	1	1	1	1
Personal Finance		0.5	0.5	0.5
Higher Education & Career Path Skills		0.5	0.5	0.5
Electives	12	11	11	11

*For specific requirements in each content area, refer to full Policy IKF.

Philomath School District 17J

Code: JFCEB
Adopted: 12/16/2019
Revised: 09/11/2025

Personal Electronic Devices **

Except as otherwise provided in this policy, "personal electronic device" means any portable, electrically powered device that is capable of making and receiving calls and text messages and accessing the internet independently from the school's network infrastructure.[1] This includes headphones and earbuds attached to personal electronic devices. This does not include a laptop computer or other device required to support academic activities.

Student use of a personal electronic device is prohibited from the start of regular instructional hours until the end of regular instructional hours, except as provided below. Additional general guidelines include the following:

1. Students may use personal electronic devices when they are using district-provided transportation during their scheduled route to and from school.
2. Students can use personal electronic devices during extracurricular activities, at the discretion of the coach or advisor.
3. The Philomath School District is not responsible for lost or stolen personal electronic devices brought onto district property.

Personal electronic devices may be used when use complies with the terms of:

1. The student's medical provider's order for the care and treatment of a medical condition;[2]
2. The student's individualized education program, as defined in ORS 343.035 or an education plan developed for the student in accordance with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);[3]

**"Parent" includes legal guardian or person in parental relationship.

[1] ODE's document, *Fostering Student Learning, Well-Being, and Belonging* provides "This includes personal electronic devices that can make calls, send texts, or access the internet via cellular data are restricted. This includes smartphones, web-enabled flip phones, cellular-capable tablets and e-readers, smartwatches, smart glasses, and connected headphones or earbuds. This does not include laptop computers or other devices required to support academic activities."
[2] JFCEB-AR must be submitted to the school administrator, along with a copy of the order.
[3] If use of the personal electronic device is included in the individualized education program or education plan, JFCEB-AR submission is not required.

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3. A written exception provided for the student based on a request received in JFCEB-AR. School administration will respond to such a request within ten school days.[4]

Exceptions will be considered based on the following criteria:

1. Exceptions should only be approved for legitimate needs of students and their families, not mere convenience;
2. Exceptions should be consistently granted in a non-discriminatory manner;
3. Exceptions should be limited to address the specific need, with limitations communicated to the student regarding other possession and use;
4. Exceptions should only be approved when other communication methods and device availability (school phones, Chromebooks, computers, available internet, etc…) are not adequate for the specific need;
5. Exceptions should be communicated to necessary staff in a way that protects student privacy;
6. Exceptions should minimize disruption to other students, staff, and the educational environment.

Personal electronic devices may be stored on the student's person, if unseen and unheard. Devices may also be kept by students in lockers or backpacks but may not be used during regular instructional hours.

Students in violation of this policy will be subject to disciplinary action. Discipline for mere possession or use of a personal electronic device may not include loss of instructional time for the student (suspension or expulsion), but could include (detention, Friday School, etc.). However, if the actions taken by a student violate another conduct policy, the student may be subject to discipline up to and including expulsion.[5]

Based on age and grade level of students, individual schools will determine appropriate actions for non-compliance. Any such actions will be administered in a non-discriminatory manner. Steps for non-compliance may include, but are not limited, to the following:

1. Verbal reminder of policy and expectations to reinforce appropriate use of personal electronic devices;
2. Device temporarily confiscated and held by classroom teacher until the end of the class period or until the end of the school day;
3. Device temporarily held by school administration and parents or caregivers will be informed;
4. A meeting will be scheduled with school administration and parents or caregivers to review policy and plan for improved compliance;

[4] JFCEB-AR must be submitted to the school administrator.

[5] For example: a student could be disciplined with lost instructional time for using a personal electronic device to bully another student. Discipline will be in accordance with Board policies.

5. If non-compliance continues, schools will determine additional appropriate consequences, always prioritizing keeping students in class and learning.

Necessary communications between students and parents or caregivers can be made through the school office.

The superintendent or designee shall ensure this policy is posted on the district website and made available to district personnel, students, parents, guardians, partners who are in school facilities during the school day, and the Oregon Department of Education.

In accordance with ORS 336.840, students may be allowed to use personal electronic devices[6] that support academic activities and independent communications[7], except as prohibited by this policy. In academic activities in which a personal electronic device is required as part of the curriculum, students may be allowed, but not required, to use their own personal electronic devices for that portion of the curriculum. Students using their own device must be granted access to any applications or electronic materials that are available to students who do not use their own personal electronic devices. These applications must be free of charge if students who do not use their own devices have access free of charge.

Requests for exemptions to this policy can be processed in accordance with JFCEB-AR, Request for Personal Electronic Devices Exemption. Appeals can be filed with the superintendent in accordance with KL-AR, Public Complaints.

END OF POLICY

Legal Reference(s):
ORS 332.107
ORS 336.840

Oregon Executive Order 25-09

[6] The use of "personal electronic device" in this paragraph comes from ORS 336.840, which does not define the term. However, the definition in EO 25-09 wouldn't necessarily apply. Consequently, items like laptop computers or other devices required to support academic activities would likely be considered personal electronic devices within this paragraph.
[7] "Independent communication means communication that does not require assistance or interpretation by an individual who is not part of the conversation, but that may require the use or assistance of an electronic device. ORS 336.840(1).

Philomath School District 17J

Code: JFCEB-AR
Adopted: 09/11/2025
Revised/ Readopted:

Request for Personal Electronic Devices Exception

Guidelines for Exception Consideration:

1. Exceptions will only be approved for legitimate needs of students that may not otherwise be addressed;
   (OSBA Language – Optional: [Exceptions should only be approved for legitimate needs of students and their families; not mere convenience];
2. Exceptions should be consistently granted in a non-discriminatory manner;
3. Exceptions should be limited to address the specific need, with limitations communicated to the student regarding other possession and/ or use;
4. Exceptions should only be approved when other communication methods and device availability (school phones, Chromebooks, computers, available internet, etc…) are not adequate for the specific need;
5. Exceptions should be communicated to necessary staff in a way that protects student privacy; and
6. Exceptions should minimize disruption to other students, staff, and the learning environment.

Exception Request:
A parent or guardian may request an exception to the personal electronic device policy by submitting the following form to the school principal:

Name of Student: _____ Grade: _____

School:

- ☐ Blodgett Elementary
- ☐ Clemens Primary
- ☐ Philomath Academy
- ☐ Philomath Elementary
- ☐ Philomath High
- ☐ Philomath Middle

If the reason for the request is included in the student's individualized education program (IEP), as defined in ORS 343.025 or a education plan developed for the student in accordance with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, this form is not required.

This request is:

- ☐ In compliance with the student's medical provider's order for the care and treatment of a medical condition (attach a copy of the order, please);
- ☐ To accommodate the individual circumstances of the student;
- ☐ To further specific educational outcomes for the student.

Exception Requested:
Please describe the requested exception to use of a personal electronic device to be allowed, including reason for requested exception.

Requested Duration of Exception: _____

Signature of Parent/ Guardian: _____ Date: _____

Parent/ Guardian E-mail: _____ Phone: _____

For Completion by School Administrator:

- ☐ Granted Expiration of Exception: _____
- ☐ Denied Reason for Denial: _____

Signature of Administrator: _____ Date: _____

Decisions by school administration will be issued and communicated to the parent or guardian within ten school days of receipt. Decision can be appealed to the Superintendent within ten days of issuance of school letter. The Superintendent's decision will be final. Denied requests may be resubmitted if circumstances change or after twelve (12) months, whichever is earlier.

Philomath School District 17J

Code: JO/IGBAB-AR
Adopted: 8/12/13
Revised/Readopted: 8/19/19; 12/16/19

Education Records/Records of Students with Disabilities Management

1. Student Education Record

Student education records are those records that are directly related to a student and maintained by the district, or by a party acting for the district; however, this does not include the following:

a. Records of instructional, supervisory and administrative personnel~~,~~ and educational personnel ancillary to those persons that are kept in the sole possession of the maker of the record, used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record;
b. Records of the law enforcement unit of the district subject to the provisions of Oregon Administrative Rule (OAR) 581-021-0225;
c. Records relating to an individual who is employed by the district~~,~~ that are made and maintained in the normal course of business, which~~that~~ relate exclusively to the individual in that individual's capacity as an employee and that are not available for use for any other purpose. Records relating to an individual in attendance at the district who is employed as a result of ~~his/her status as~~ being a student, are education records and are not excepted under this section;
d. Records on a student who is 18 years of age or older, or is attending an institution of postsecondary education, that are:

(1) Made or maintained by a physician, psychiatrist, psychologist or other recognized professional or paraprofessional acting in a~~his/her~~ professional capacity or assisting in a paraprofessional capacity;
(2) Made, maintained~~,~~ or used only in connection with treatment of the student; and
(3) Disclosed only to individuals providing the treatment. For purposes of this definition, "treatment" does not include remedial educational activities or activities that are part of the program of instruction at the district.

e. Records that only contain information relating to activities in which an individual engaged after the individual~~he/she~~ is no longer a student at the district;
f. Medical or nursing records which are made or maintained separately and solely by a licensed health-care professional who is not employed by the district, and which are not used for education purposes or planning.

The district shall keep and maintain a permanent record on each student which includes the:

a. Name and address of ~~the~~ educational agency or institution;
b. Full legal name of the student;
c. Student's~~Student~~ birth date ~~and place of birth~~;
d. Name~~Names~~ of parents/guardians;

e. Date of entry into the~~in~~ school;
f. Name of school previously attended;
g. Courses of study and marks received;
h. Data documenting a student's progress toward achievement of state standards and must include a student's Oregon State Assessment results;
i. Credits earned;
j. Attendance; and
k. Date of withdrawal from school.~~; and~~
~~l. Such additional information as the district may prescribe.~~

The district may ~~also~~ request the social security number of the student ~~and will include the social security number on the permanent record only if the eligible student or parent complies with the request~~. The request shall include notification to the eligible student or the student's parent(s) that the provision of the social security number is voluntary and notification of the purpose for which the social security number will be used.

The district shall retain permanent records in a minimum one-hour fire-safe place in the district, or keep a duplicate copy of the permanent records in a safe depository in another district location.

2. Confidentiality of Student Records

a. The district shall keep confidential any record maintained on a student in accordance with OAR 581-021-0220 through 581-021-0430.
b. Each district shall protect the confidentiality of personally identifiable information at collection, storage, disclosure~~,~~ and destruction stages.
c. Each district shall identify one official to assume responsibility for ensuring the confidentiality of any personally identifiable information.
d. All persons collecting or using personally identifiable information shall receive training or instruction on state policies and procedures.

3. Rights of Parents and Eligible Students

The district shall annually notify parents and eligible students through the district student/parent handbook or any other means that are reasonably likely to inform the parents or eligible students of their rights. This notification shall state that the parent(s) or an eligible student has a right to:

a. Inspect and review the student's education records;
b. Request the amendment of the student's education records to ensure that they are not inaccurate, misleading or otherwise in violation of the student's privacy or other rights;
c. Consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that the applicable state or federal law authorizes disclosure without consent;
d. Pursuant to OAR 581-021-0410, file with the Family Policy Compliance Office, United States Department of Education a complaint under 34 C.F.R. § 99.64 concerning alleged failures by the district to comply with the requirements of federal law; and
e. Obtain a copy of the district policy with regard to student education records.

The notification shall also inform parents or eligible students that the district forwards education records requested under OAR 581-021-0255. The notification shall also indicate where copies of the district policy are located and how copies may be obtained.

If the eligible student or the student's parent(s) has a primary or home language other than English, or has a disability, the district shall provide effective notice.

These rights shall be given to either parent unless the district has been provided with specific written evidence ~~that~~ there is a court order, state statute or legally binding document relating to such matters as divorce, separation or custody that specifically revokes these rights.

When a student becomes an eligible student, which is defined as a student who has reached 18 years of age or is attending only an institution of postsecondary education and is not enrolled in a secondary school, the rights accorded to, and the consent required of, the parents transfer from the parents to the student. Nothing prevents the district from giving students rights in addition to those given to parents.

4. Parent's or Eligible Student's Right to Inspect and Review

The district shall permit an eligible student or student's parent(s) or a representative of a parent or eligible student, if authorized in writing by the eligible student or student's parent(s), to inspect and review the education records of the student, unless the education records of a student contain information on more than one student. In that case the eligible student or student's parent(s) may inspect, review or be informed of only the specific information about the student.

The district shall comply with a request for access to records:

a. Within a reasonable period of time and without unnecessary delay;
b. For children with disabilities before any meeting regarding an individualized education program (IEP), or any due process hearing, or any resolution session related to a due process hearing[1];
c. In no case more than 45 days after it has received the request.

The district shall respond to reasonable requests for explanations and interpretations of the student's education record.

The parent(s) or an eligible student shall comply with the following procedure to inspect and review a student's education record:

a. Provide a written, dated request to inspect a student's education record; and
b. State the specific reason for requesting the inspection.

The written request will be permanently added to the student's education record.

[1] Records must be provided without undue delay, which may not exceed 10 business days 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.

The district shall not destroy any education record if there is an outstanding request to inspect and review the education record.

While the district is not required to give an eligible student or student's parent(s) access to treatment records under the definition of "education records" in OAR 581-021-0220(6)(b)(D), the eligible student or student's parent(s) may, at their expense, choose~~have those records reviewed by~~ a physician or other appropriate professional and have those records reviewed~~of their choice~~.

If an eligible student or student's parent(s) so requests, the district shall give the eligible student or student's parent(s) a copy of the student's education record. The district may recover a fee for providing a copy of the record, but only for the actual costs of reproducing the record unless the imposition of a fee effectively prevents a parent or eligible student from exercising the right to inspect and review the student's educational records. The district may not charge a fee to search for or to retrieve the education records of a student.

The district shall not provide the eligible student or student's parent(s) with a copy of test protocols, test questions and answers and other documents described in Oregon Revised Statutes (ORS) 192.345~~501~~(4) unless authorized by federal law.

The district will maintain a list of the types and locations of education records maintained by the district and the titles and addresses of officials responsible for the records.

Student education records will be maintained at the school building at which the student is in attendance except for special education records which may be located at another designated location within the district. The administrator/principal or designee shall be the person responsible for maintaining and releasing the education records.

5. Release of Personally Identifiable Information

Personally identifiable information shall not be released without prior written consent of the eligible student or student's parent(s) except in the following cases:

a. The disclosure is to other school officials, including teachers, within the district who have a legitimate educational interest.

As used in this section, "legitimate educational interest" means a district official employed by the district as an administrator, supervisor, instructor or staff support member; a person serving on a school board who needs to review an educational record in order to fulfill their professional responsibilities, as delineated by their job description, contract or conditions of employment. Contractors, consultants, volunteers or other parties to whom an agency or institution has outsourced institutional services or functions may be considered a school official provided that party performs an institutional service or function for which the district would otherwise use employees, is under the direct control of the district with respect to the use and maintenance of education records, and is subject to district policies concerning the redisclosure of personally identifiable information.

The district shall maintain, for public inspection, a listing of the names and positions of individuals within the district who have access to personally identifiable information with respect to students with disabilities.

b. The disclosure is to officials of another school within the district;

c. The disclosure is to authorized representatives of:

The U.S. Comptroller General, U.S. Attorney General, U.S. Secretary of Education or state and local education authorities or the Oregon Secretary of State Audits Division in connection with an audit or evaluation of federal or state-supported education programs, or the enforcement of or compliance with federal or state-supported education programs, or the enforcement of or compliance with federal or state regulations.

d. The disclosure is in connection with financial aid for which the student has applied or which the student has received, if the information is necessary for such purposes as to:

(1) Determine eligibility for the aid;
(2) Determine the amount of the aid;
(3) Determine the conditions for the aid; or
(4) Enforce the terms and condition of the aid.

As used in this section "financial aid" means any payment of funds provided to an individual that is conditioned on the individual's attendance at an educational agency or institution.

e. The disclosure is to organizations conducting studies for, or on behalf of, the district to:

(1) Develop, validate or administer predictive tests;
(2) Administer student aid programs; or
(3) Improve instruction.

The district may disclose information under this section only if disclosure is to an official listed in paragraph (c) above and who enters into a written agreement with the district that:

(1) Specifies the purpose, scope and duration of the study and the information to be disclosed;
(2) Limits the organization to using the personally identifiable information only for the purpose of the study;
(3) The study is conducted in a manner that does not permit personal identification of parents or students by individuals other than representatives of the organization; and
(4) The information is destroyed when no longer needed for the purposes for which the study was conducted.

For purposes of this section, the term "organization" includes, but is not limited to, federal, state and, local agencies, and independent organizations.

f. The district may disclose information under this section only if the disclosure is to an official listed in paragraph (c) above who is conducting an audit related to the enforcement of or compliance with federal or state legal requirements and who enters into a written agreement with the district that:

(1) Designates the individual or entity as an authorized representative;
(2) Specifies the personally identifiable information being disclosed;
(3) Specifies the personally identifiable information being disclosed in the furtherance of an audit, evaluation or enforcement or compliance activity of the federal or state-supported education programs;

(4) Describes the activity with sufficient specificity to make clear it falls within the audit or evaluation exception; this must include a description of how the personally identifiable information will be used;
(5) Requires information to be destroyed when no longer needed for the purpose for which the study was conducted;
(6) Identifies the time period in which the personally identifiable information must be destroyed; and
(7) Establishes policies and procedures which are consistent with Family Education Rights and Privacy Act (FERPA) and other federal and state confidentiality and privacy provisions to insure the protection of the personally identifiable information from further disclosure and unauthorized use.

g. The disclosure is to accrediting organizations to carry out their accrediting functions;
h. The disclosure is to comply with a judicial order or lawfully issued subpoena. The district may disclose information under this section only if the district makes a reasonable effort to notify the eligible student or student's parent(s) of the order or subpoena in advance of compliance, unless an order or subpoena of a federal court or agency prohibits notification to the parent(s) or student;
i. The disclosure is to comply with a judicial order or lawfully issued subpoena when the parent is a party to a court proceeding involving child abuse and neglect or dependency matters;
j. The disclosure is to the parent(s) of a dependent student, as defined in Section 152 of the Internal Revenue Code of 1986;
k. The disclosure is in connection with a health or safety emergency. The district shall disclose personally identifiable information from an education record to law enforcement, child protective services and health care professionals, and other appropriate parties in connection with a health and safety emergency if knowledge of the information is necessary to protect the health and safety of the student or other individuals. If the district determines that there is an articulable and significant threat, the district will document the information available at that time of determination and the rationale basis for the determination for the disclosure of the information from the educational records.

In making a determination whether a disclosure may be made under the health or safety emergency, the district may take into account the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. As used in this section a "health or safety emergency" includes, but is not limited to, law enforcement efforts to locate a child who may be a victim of kidnap, abduction or custodial interference and law enforcement or child protective services efforts to respond to a report of child abuse or neglect pursuant to applicable state law, or other such reasons that the district may in good faith determine a health or safety emergency;
l. The disclosure is information the district has designated as "directory information" (See Board policy JOA – Directory Information);
m. The disclosure is to the parent(s) of a student who is not an eligible student or to an eligible student;
n. The disclosure is to officials of another school, school system, institution of postsecondary education, an education service district (ESD), state regional program or other educational agency that has requested the records and in which the student seeks or intends to enroll or is enrolled or in which the student receives services. The term "receives services" includes, but is

not limited to, an evaluation or reevaluation for purposes of determining whether a student has a disability;

o. The disclosure is to the Board during an executive session pursuant to ORS 332.061;~~.~~

p. The disclosure is to a caseworker or other representative, who has the right to access the student's case plan, of a state or local child welfare agency or tribal organization that are legally responsible for the care and protection of the student, provided the personally identifiable information will not be disclosed unless allowed by law.

The district will use reasonable methods to identify and authenticate the identity of the parents, students, school officials, and any other parties to whom the district discloses personally identifiable information from educational records.

6. Record-Keeping Requirements

The district shall maintain a record of each request for access to and each disclosure of personally identifiable information from the education records of each student. Exceptions to the record-keeping requirements shall include the parent, eligible student, school official or ~~his/her~~ assistant responsible for custody of the records and parties authorized by state and federal law for auditing purposes. The district shall maintain the record with the education records of the student as long as the records are maintained. For each request or disclosure~~,~~ the record must include:

a. The party or parties who have requested or received personally identifiable information from the education records; and
b. The legitimate interests the parties had in requesting or obtaining the information.

The following parties may inspect the record of request for access and disclosure to a student's personally identifiable information:

a. The parent(s) or an eligible student;
b. The school official or ~~their~~ assistants who are responsible for the custody of the records;
c. Those parties authorized by state or federal law for purposes of auditing the record-keeping procedures of the district.

7. Request for Amendment of Student's Education Record

If an eligible student or student's parent(s) believes the education records relating to the student contain information that is inaccurate, misleading or in violation of the student's rights of privacy or other rights, the student or parent(s)~~they~~ may ask the building level principal where the record is maintained to amend the record.

The principal shall decide, after consulting with the necessary staff, whether to amend the record as requested within a reasonable time after the request to amend has been made.

The request to amend the student's education record shall become a permanent part of the student's education record.

If the principal decides not to amend the record as requested, the eligible student or the student's parent(s) shall be informed of the decision and of a~~their~~ right to appeal the decision by requesting a hearing.

8. Hearing Rights of Parents or Eligible Students

If the building level principal decides not to amend the education record of a student as requested by the eligible student or the student's parent(s), the eligible student or student's parent(s) may request a formal hearing for the purpose of challenging information in the education record as inaccurate, misleading or in violation of the privacy or other rights of the student. The district shall appoint a hearings officer to conduct the formal hearing requested by the eligible student or student's parent. The hearing may be conducted by any individual, including an official of the district, who does not have a direct interest in the outcome of the hearing. The hearings officer will establish a date, time and location for the hearing, and give the student's parent or eligible student notice of date, time~~,~~ and location reasonably in advance of the hearing. The hearing will be held within 10 working days of receiving the written or verbal request for the hearing.
The hearings officer will convene and preside over a hearing panel consisting of:

a. The principal or designee;
b. A member chosen by the eligible student or student's parent(s); and
c. A disinterested, qualified third party appointed by the superintendent.

The parent or eligible student may, at ~~their~~ own expense, choose~~be assisted or represented by~~ one or more individuals to assist or represent them~~of their own choice~~, including an attorney. The hearing shall be private. Persons other than the student, parent, witnesses~~,~~ and counsel shall not be admitted. The hearings officer shall preside over the panel. The panel will hear evidence from the school staff and the eligible student or student's parent(s) to determine the point(s) of disagreement concerning the records. Confidential conversations between a licensed employee or district counselor and a student shall not be part of the records hearing procedure. The eligible student or student's parent(s) has the right to insert written comments or explanations into the record regarding the disputed material. Such inserts shall remain in the education record as long as the education record or a contested portion is maintained and exists. The panel shall make a determination after hearing the evidence and make its recommendation in writing within 10 working days following the close of the hearing. The panel will make a determination based solely on the evidence presented at the hearing and will include a summary of the evidence and the reason for the decision. The findings of the panel shall be rendered in writing not more than 10 working days following the close of the hearing and submitted to all parties.

If, as a result of the hearing, the panel decides that the information in the education record is not inaccurate, misleading or otherwise in violation of the privacy or other rights of the student, it shall inform the eligible student or the student's parent(s) of the right to place a statement in the record commenting on the contested information in the record or stating why there is disagreement~~the eligible student or the student's parent(s) disagree~~ with the decision of the panel. If a statement is placed in an education record, the district will ensure that the statement:

a. Is maintained as part of the student's records as long as the record or a contested portion is maintained by the district; and

b. Is disclosed by the district to any party to whom the student's records or the contested portion are disclosed.

If, as a result of the hearing, the panel decides that the information is inaccurate, misleading or otherwise in violation of the privacy or other rights of the student, it shall:

a. Amend the record accordingly; and
b. Inform the eligible student or the student's parent(s) of the amendment in writing.

9. Duties and Responsibilities When Requesting Education Records

The district shall, within 10 days of a student seeking initial enrollment in or services from the district, notify the public or private school, ESD, institution, agency or detention facility or youth care center in which the student was formerly enrolled, and shall request the student's education records.

10. Duties and Responsibilities When Transferring Education Records

The district shall transfer originals of all requested student education records, including any ESD records, relating to the particular student to the new educational agency when a request to transfer the education records is made to the district. The transfer shall be made no later than 10 days after receipt of the request. For students in substitute care programs, the transfer must take place within five days of a request. Readable copies of the following documents shall be retained:

a. The student's permanent records, for one year;
b. Such special education records as are necessary to document compliance with state and federal audits, for five years after the end of the school year in which the original was created. In the case of records documenting speech pathology and physical therapy services, until the student reaches age 21 or 5 years after last seen, whichever is longer.

Note: Education records shall not be withheld for student fees, fines and charges if requested in circumstances described in ORS 326.575 and applicable rules of the State Board of Education or such records are requested for use in the appropriate placement of a student.

Disclosure Statement
Required for use in collecting personally identifiable information
related to social security numbers.

On any form that requests the social security number (SSN), the following statement shall appear just above the space for the SSN:

> "Providing your social security number (SSN) is voluntary. If you provide it, the district will use your SSN for record-keeping, research, and reporting purposes only. The district will not use your SSN to make any decision directly affecting you or any other person. Your SSN will not be given to the general public. If you choose not to provide your SSN, you will not be denied any rights as a student. Please read the statement on the back of this form that describes how your SSN will be used. Providing your SSN means that you consent to the use of your SSN in the manner described."

On the back of the same form, or attached to it, the following statement shall appear:

> "OAR 581-021-0250 (1)(j) authorizes districts to ask you to provide your social security number (SSN). The SSN will be used by the district for reporting, research and record keeping. Your SSN will also be provided to the Oregon Department of Education. The Oregon Department of Education gathers information about students and programs to meet state and federal statistical reporting requirements. It also helps districts and the state research, plan and develop educational programs. This information supports the evaluation of educational programs and student success in the workplace."

The district and Oregon Department of Education may also match your SSN with records from other agencies as follows:

> The Oregon Department of Education uses information gathered from the Oregon Employment Division to learn about education, training, and job market trends. The information is also used for planning, research and program improvement.
>
> State and private universities, colleges, community colleges and vocational schools use the information to find out how many students go on with their education and their level of success.
>
> Other state agencies use the information to help state and local agencies plan educational and training services to help Oregon citizens get the best jobs available.

Your SSN will be used only for statistical purposes as listed above. State and federal law protects the privacy of your records.

Coversheet

Superintendent's Report

Section: II. REPORTS
Item: D. Superintendent's Report
Purpose: FYI
Submitted by:
Related Material: Superintendent's Report.pdf
State Report Card Updates.pdf

Philomath School District 17J
Benton County School District No. 17J, 1620 Applegate Street Philomath OR 97370 (541) 929-3169

Graduate EVERY student and transition each into a job, training, or college.

Philomath School District 17J
Board of Directors
Superintendent Report
September 11, 2025

Student Enrollment:

- On-site registration took place on the following dates:
  - Philomath High School 08/18/2025 (Monday) – Seniors and Juniors
  - Philomath High School 08/19/2025 (Tuesday) – Sophomores and Freshmen
  - Philomath High School 08/20-21/2025 (Wed-Th) – By Appointment
  - All K-8 Schools and PA 08/20/2025 (Wednesday)

- Start-to-Start Preliminary Data (09/10/2025):

	Blodgett	CPS	PES	PMS	PHS	PA	KVCS	Total
K	7	81					10	98
1	5	76					12	93
2	5		92				20	117
3	6		93				18	117
4	3		102				17	122
5			111				21	132
6				100			19	119
7				120			23	143
8				127		4	12	143
9					121	4	17	142
10					110	15	10	135
11					108	11	13	132
12					123	21	9	153
Transition					6			
	26	157	398	347	*462	55	201	1,646
09/09/	32	164	370	349	451	70	193	1,629
2024	-6	-7	+28	-2	+11	-15	+8	**+17**

*Does not include Transition.

- **End-to-Start Preliminary Data:** (09/10/2025)

	Blodgett	CPS	PES	PMS	PHS	PA	KVCS	Total
Total	26	157	398	347	*462	55	201	1,646
06/12/2025	28	158	370	335	434	90	191	1,606
Difference	-2	-1	+28	+12	+28	-35	+10	**+40**

Current: Synergy ATD60
2024-2025: June 12, 2025, School Board Packet
*Does not include Transition.

Inservice Week:

- Monday (08/25/2025)
  - New Employee Inservice
  - SpEd Case Manager Meeting
- Tuesday (08/26/2025)
  - Welcome Back District Breakfast
  - Relevant Roulette (35 minute sessions)
    - For the Health of It!
      - Laura Bryant, District Nurse
      - Tina Hoch, District Nurse
    - MODA Insurance/ SafeSchools
      - MODA Staff
    - Safety Series
      - Mark Summers, LBL Behavior Consultant
    - Tech Talk
      - Josh Martin, Technology Systems Administrator
      - Mark Neville, Technology Director
  - School Staff Meetings/ Professional Learning
- Wednesday (08/27/2025)
  - School Staff Meetings/ Professional Learning
  - BBQ Lunch (Hosted by the PSD School Board)
  - Classroom Prep Time
- Thursday (08/28/2025)
  - Classroom Prep Time (Licensed Staff Only)

Thank You:

- Thanks to each of you—our valued School Board members—for hosting a great BBQ for our staff!
- Thanks to the Business Office staff for organizing and arranging our first-day breakfast and bucket-filling.
- Thanks to Honeybrine Catering for a wonderful morning meal!
- Thanks to Benton County Schools Credit Union for sponsoring our breakfast.

Student Start-Up:

Monday	Tuesday	Wednesday	Thursday	Friday
09/01 Labor Day Holiday	**09/02** CPS (Assess) **Early Release:** BES (Kinder) PES (2nd) PMS (AM 6th) PHS (9th) PA (New)	**09/03** CPS (Assess) **All Day:** BES (All) PES (All) PMS (All) PHS (All) PA (All)	**09/04** **Early Release** CPS (AM A-K) **All Day:** BES (All) PES (All) PMS (All) PHS (All) PA (All)	**09/05** **Early Release** CPS (L-Z) BES (All) PES (All) PMS (All) PHS (All) PA (All)
09/08 All Students in All Schools	→	→	→	→

Interdistrict Transfer Activity Report:

School	Approved Since 08/15/2025	Available Slots for Approval
Blodgett Elementary	N/A	2 slots for K-2 Classroom 2 slots each for 3rd and 4th
Clemens Primary	1 (Kindergarten)	7 slots for Kindergarten 12 slots for 1st Grade
Philomath Academy	2 (12th Grade)	2 slots each for 6th and 7th 7 slots for 8th Grade 3 slots for 9th Grade 4 slots for 10th Grade 5 slots for 11th Grade 12th Grade Closed
Philomath Elementary	2 (2nd Grade)	All Grades Closed
Philomath High		17 slots for 9th Grade 12 slots for 10th Grade 5 Slots for 11th Grade 3 slots for 12th Grade
Philomath Middle		7th and 8th Grade Closed 5 slots for 6th Grade

Personal Electronic Devices:

A huge shout out and 'thank you' to our students for doing an awesome job of keeping personal electronic devices put away during the school day! We greatly appreciate your show of thoughtfulness and respect! Keep up the great work!!!

Back-to-School Open House (Wednesday, September 17, 2025):

Activity	Time	Location
Blodgett Elementary School	2:30pm-4:00pm	All Rooms
Philomath Academy	4:00pm-5:30pm	PA Classroom
Clemens Primary & Philomath Elem.	4:30pm-6:00pm	All Rooms
Philomath Middle School	5:30pm-7:00pm	All Rooms
Philomath High School	6:45pm-8:00pm	All Rooms
Special Events:		
Child Abuse and Neglect Reporting	5:30pm-6:00pm	All Families (K-12) PES Library
6th Grade Outdoor School	6:00pm-6:30pm	PMS Gym
Title I and RTIi	5:00pm-5:30pm	PES Rm. #4 (Near Gym)

Emergency Services School Tours:
On Wednesday, August 13th, employees from Philomath Fire & Rescue and the Philomath Police Department toured each of our schools. The intent was to update knowledge of access, security, and to introduce new staff to the layout of each school. (Waiting to tour Blodgett at a time we can include Benton County representatives).

In the future, these emergency services teams would like to utilize one of our schools to execute a drill. While no date has yet been set, the commitment of collaboration across our community is wonderful!

Benton County Emergency Manager, Bryan Lee, has also reached out to offer support in areas of mitigation and preparedness. I appreciate the connection with such willing agency partners.

State Report Card:
It is that time again. ODE is requesting narrative information to assist with information published on the Oregon State Report Card. Information will reflect the district and all schools in reports reflecting the 2024-2025 school year.

Timeline:

- August 22, 2025: State Assessment Data Verification Closes
- September 19, 2025: Narrative Data Collection Due
- September 22, 2025: Statewide Assessment Results Public Release
- September 26, 2025: Validation Window Closes
- November 20, 2025: Public Release

Data Considered:

- State Test Performance
- State Test Participation
- Regular Attendance
- On Track to English Language Proficiency
- 9th Grade On-Track to Graduate
- Four-Year Cohort Graduation
- Five-Year Completers

Narrative Data:

- School Goals (All Schools)
- Safe & Welcoming Environment (All Schools)
- Bullying, Harassment, and Safety Policies (Elementary and Middle Schools)
- Extracurricular Activities (All Schools)
- Parent Engagement (Middle School Only)
- Community Engagement (Elementary and Middle Schools)
- Parent and Community Engagement (High School Only)
- Advanced Coursework (High School Only)
- Career and Technical Education (High School Only)

https://www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Report-Card-How-to-Read.aspx

Important Dates to Remember

- September 11, 2025 (Th) — PSD School Board (7:00pm @ PHS)
  PHS Boys Soccer vs. Marist Catholic (4:00pm)
  PHS Volleyball vs. Marist Catholic (4:30pm)
- September 13, 2025 (S) — PHS JV Volleyball Tournament @ PHS
- September 16, 2025 (T) — PHS Boys Soccer vs. Junction City (4:00pm)
- September 17, 2025 (W) — Back-to-School Open House (All Schools)
- September 18, 2025 (Th) — PHS Boys Soccer vs. Gladstone (4:00pm)
- September 19, 2025 (F) — PHS Football vs. North Bend (JV @ 5pm; Varsity @ 7pm)
- September 20, 2025 (S) — PHS Volleyball Tournament @ PHS
- September 23, 2025 (T) — PES and PA Picture Days
  PHS Volleyball vs. Sweet Home (4:30pm)
- September 24, 2025 (W) — PMS Picture Re-Takes
- September 25, 2025 (Th) — CPS Picture Day
  PHS Girls Soccer vs. Sweet Home (4:00pm)
- September 27, 2025 (S) — PHS Volleyball Tournament @ PHS
- September 29, 2025 (M) — PHS JV Football vs. The Dalles (5:00pm)
- September 30, 2025 (T) — PHS Boys Soccer vs. Stayton (4:00pm)
- October 1, 2025 (W) — SRF Incredible Years Parenting Class (5:30pm @ CPS)
- October 2, 2025 (Th) — PHS Boys Soccer vs. Cascade (4:00pm)
  PHS Volleyball vs. North Marion (4:30pm)
- October 3, 2025 (F) — SRF Live & Learn with Your Baby Class (11:00am @ CPS)
  PHS Football @ Crescent Valley (7:00pm)
- October 6, 2025 (M) — SRF Live & Learn with Your Toddler Class (9:30am @ CPS)
  PHS JV Football vs Crescent Valley (5:00pm)
- October 7, 2025 (T) — PHS Girls Soccer vs. North Marion (4:00pm)
- October 8, 2025 (W) — SRF Incredible Years Parenting Class (5:30pm @ CPS)
- October 9, 2025 (Th) — PSD School Board (7:00pm @ PHS)
  PHS Boys Soccer vs. Newport (4:00pm)
- October 10, 2025 (F) — No School for Students
- October 11, 2025 (S) — PHS Cross Country (Mariman Invitational) @ 1:00pm

Oregon Statewide Report Card

Philomath School District

2024 – 2025

Timeline:

- August 22, 2025: State Assessment Data Verification Closes
- September 19, 2025: Narrative Data Collection Due
- September 22, 2025: Statewide Assessment Results Public Release
- September 26, 2025: Validation Window Closes
- November 20, 2025: Public Release

Data Considered:

- State Test Performance
- State Test Participation
- Regular Attendance
- On Track to English Language Proficiency
- 9th Grade On-Track to Graduate
- Four-Year Cohort Graduation
- Five-Year Completers

Narrative Data:

- School Goals (All Schools)
- Safe & Welcoming Environment (All Schools)
- Bullying, Harassment, and Safety Policies (Elementary and Middle Schools)
- Extracurricular Activities (All Schools)
- Parent Engagement (Middle School Only)
- Community Engagement (Elementary and Middle Schools)
- Parent and Community Engagement (High School Only)
- Advanced Coursework (High School Only)
- Career and Technical Education (High School Only)

https://www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Report-Card-How-to-Read.aspx

Students We Serve (page 1)

The Students We Serve section shows the school's Student Enrollment (total student enrollment on the first school day in October in grades K-12 in 2022-23) and the percentage of students and staff by racial/ethnic group. This section also displays five critical school demographics:

- Ever English Learners (percentage of students who have been served or were eligible for an English language development program during 2022-23 or at any time in the past)
- Languages Spoken (unique number of home languages spoken by students)
- Students with Disabilities (percentage of students who had an Individualized Education Program at any time during the 2022-23 school year)
- Required Childhood Vaccinations (percentage of students with all required childhood vaccinations; data comes from the Oregon Health Authority)
- Free/Reduced Price Lunch (percentage of students who were eligible to participate in or participated in the free/reduced price lunch program at any time during the 2022-23 school year). Eligibility for Free/Reduced Price Lunch greatly expanded in 2020-21 under the U.S. Department of Agriculture's COVID-19 waiver to provide Free/Reduced Price Lunches to students during the pandemic.

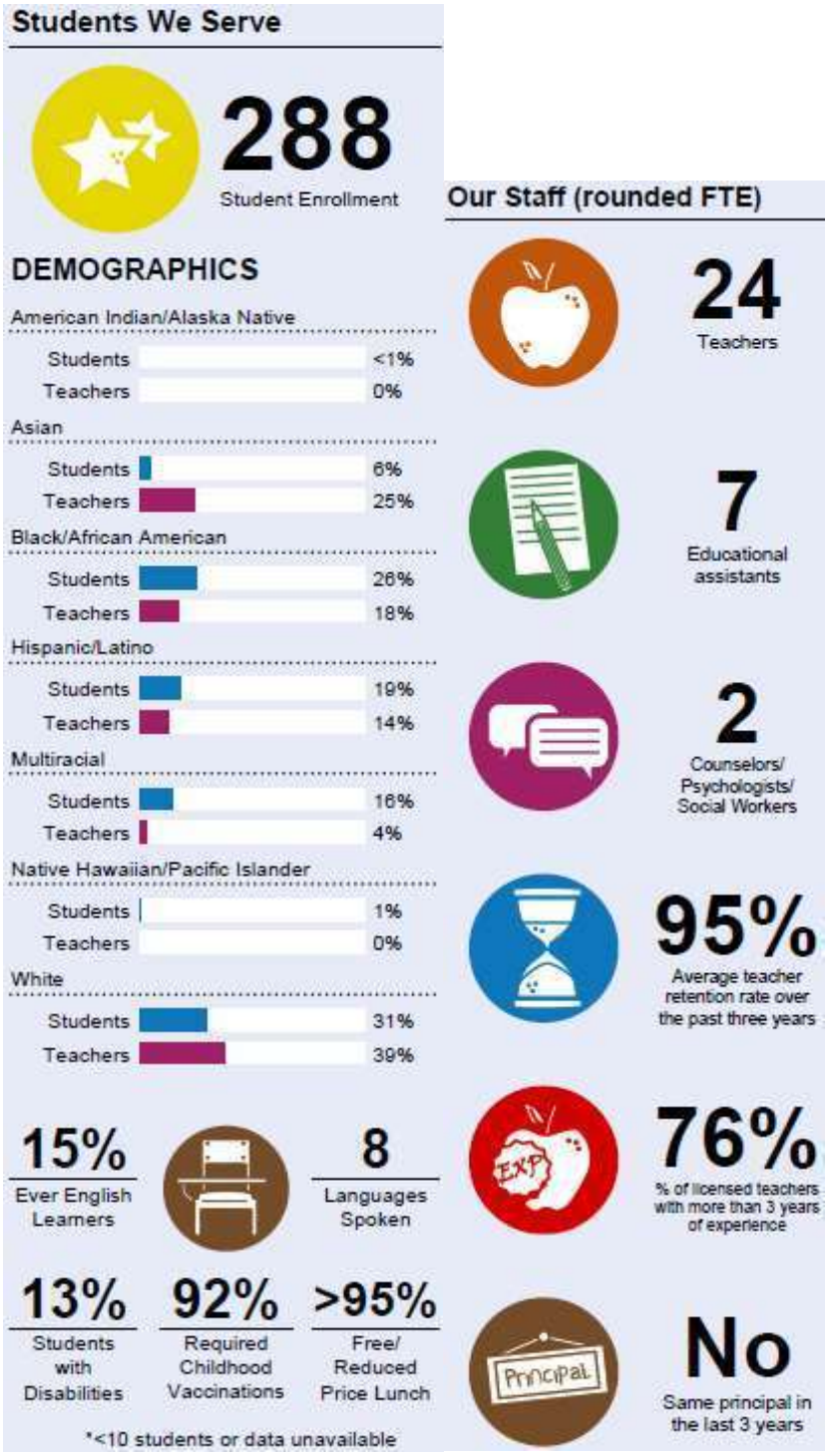
Our Staff (page 2)

The Our Staff section shows the adjusted full-time equivalent (FTE) of Teachers, Educational Assistants, and Counselors/Psychologists/Social Workers in the school. FTE is a conversion of hours worked to a standardized and comparable measure of staff workload. For instance, FTE of two could reflect two full-time teachers or four half-time teachers.

A teacher is defined as a teacher, head teacher, special education teacher, or special education physical education teacher.

This section also displays the Average Teacher Retention Rate (the three-year average of the percentage of teachers employed at a school that return to the school in at least one of the two the following years) and whether the school has had the same principal during the last three school years. The Teacher Experience measure is also reported as the "percentage of licensed teachers with more than three years of experience" (it is calculated by dividing the number of teachers who are licensed with more than 3 years of experience teaching in Oregon and outside of Oregon by the total number of Teachers who are licensed in the school).

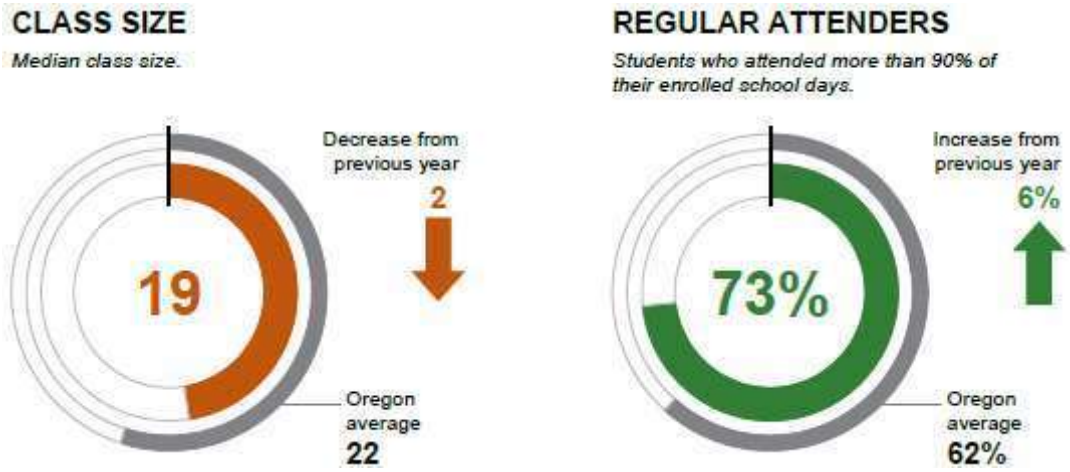
Note: Not Philomath Data



Charts do not represent PSD Data.

School Environment (page 1)

The School Environment section shows the Class Size (median class size for the school) and Regular Attenders (percent of students who attended more than 90 percent of their enrolled school days). The median gives an estimate of the average class size for the school. This section also shows the Oregon state average and the calculated change from the school's previous year for each indicator.



Academic Progress (page 1)

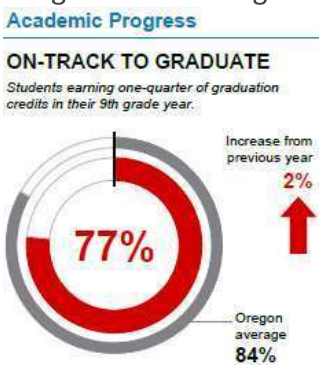
The Academic Progress section varies by school type (elementary/middle or high school).

Elementary/Middle

The Academic Progress section for elementary and middle schools does not show any English language arts or mathematics growth data. Individual Student Progress was not calculated in 2022-23.

High School

The Academic Progress section for high schools shows the On-Track to Graduate (ninth grade on-track). This is the percentage of students that have earned at least one quarter of their required credits for graduation in their first year of high school. This section also shows the Oregon state average and the percent change from the school's previous year.

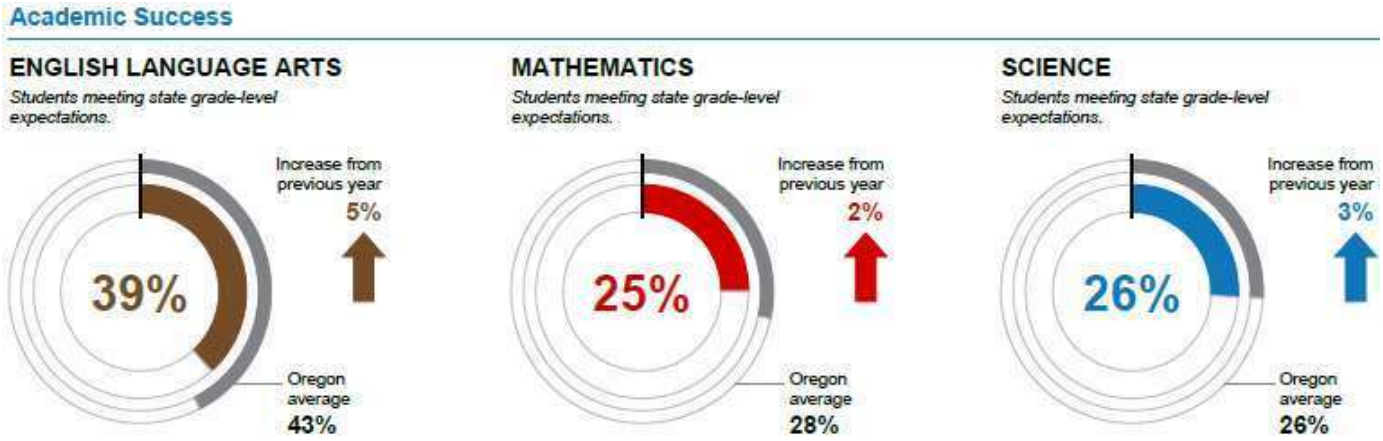


Academic Success (page 1)

The Academic Success section varies by school type (elementary/middle or high school).

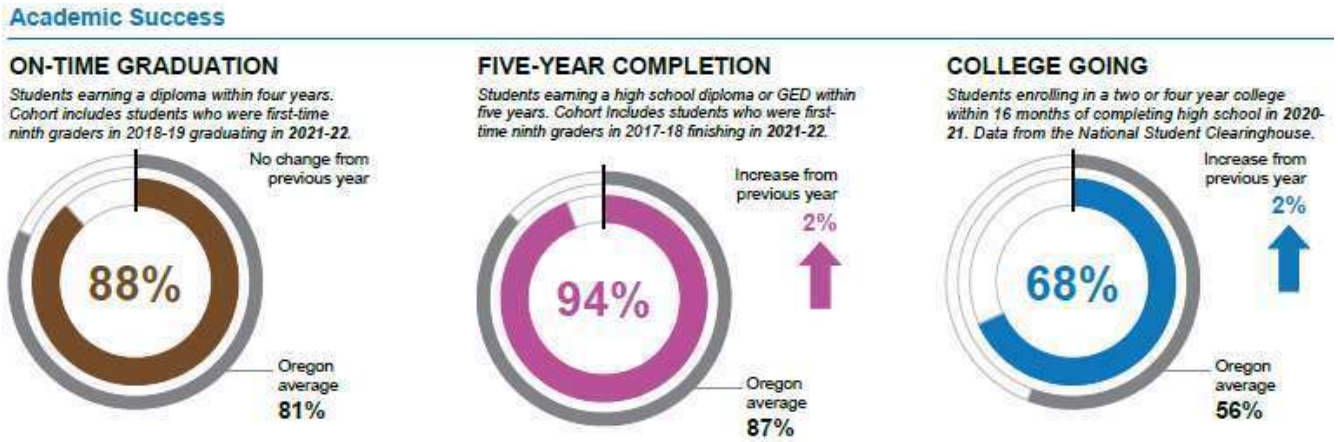
Elementary/Middle

The Academic Success section for elementary and middle schools includes English Language Arts, Mathematics, and Science assessment results. This section also shows the Oregon state average and the percent change from the school's previous year for each subject. Note that the state average shown is the state percentage for the grades served by the school. For example, for a school serving grades K-5, the state average would be the state average for grades 3-5.



High School

The Academic Success section for high schools and combined schools shows On-Time Graduation (four-year graduation rate), Five-Year Completion, and College Going. The College Going rate is the percentage of On-Time graduates who enroll in a postsecondary institution after graduating and within 16 months following the cohort's graduation. This section also shows the Oregon state average and the percent change from the school's previous year for each indicator.



Coversheet

Financial Report

Section: II. REPORTS
Item: F. Financial Report
Purpose: Discuss
Submitted by:
Related Material: Board report September 2025.pdf
Appropriations 9.4.25.pdf
Cash Flow 9.4.25.pdf
PES ASB Student Activities Report 9.4.25.pdf
PMS ASB Student Activities Report 9.4.25.pdf
PHS ASB Student Activities Report 9.4.25.pdf

September 11, 2025

Board Members:

It appears we are starting the new school year with a boost in enrollment. Initial numbers show enrollment across the district may be up by approximately 45-50 students compared to the end of the 2024-25 school year. The enrollment numbers will be more reliable after the first 2 weeks of school. However, if we continue to show a significant increase over our initial Estimate of Membership and Revenue with ODE, we will update our numbers and then wait for ODE to recalculate the State School Fund estimates.

The Budget Committee vacancies are still open for applicants. Application packets are available on the district website for anyone interested in joining the Budget Committee. We will be accepting applications through September 30, 2025. Review of the applications and appointment of the new committee members will take place at the regular October board meeting.

Included in the board packet are the following financial reports:

- Appropriations – these are preliminary as we are still finalizing all the payroll pieces for the year
- Cash Flow estimate showing the cash flow trend for the year
- ASB Student Activities reports

August 2025 General Fund Expenditures totaled $894,468. Expenditures that exceeded $25,000 from all fund sources are as follows:

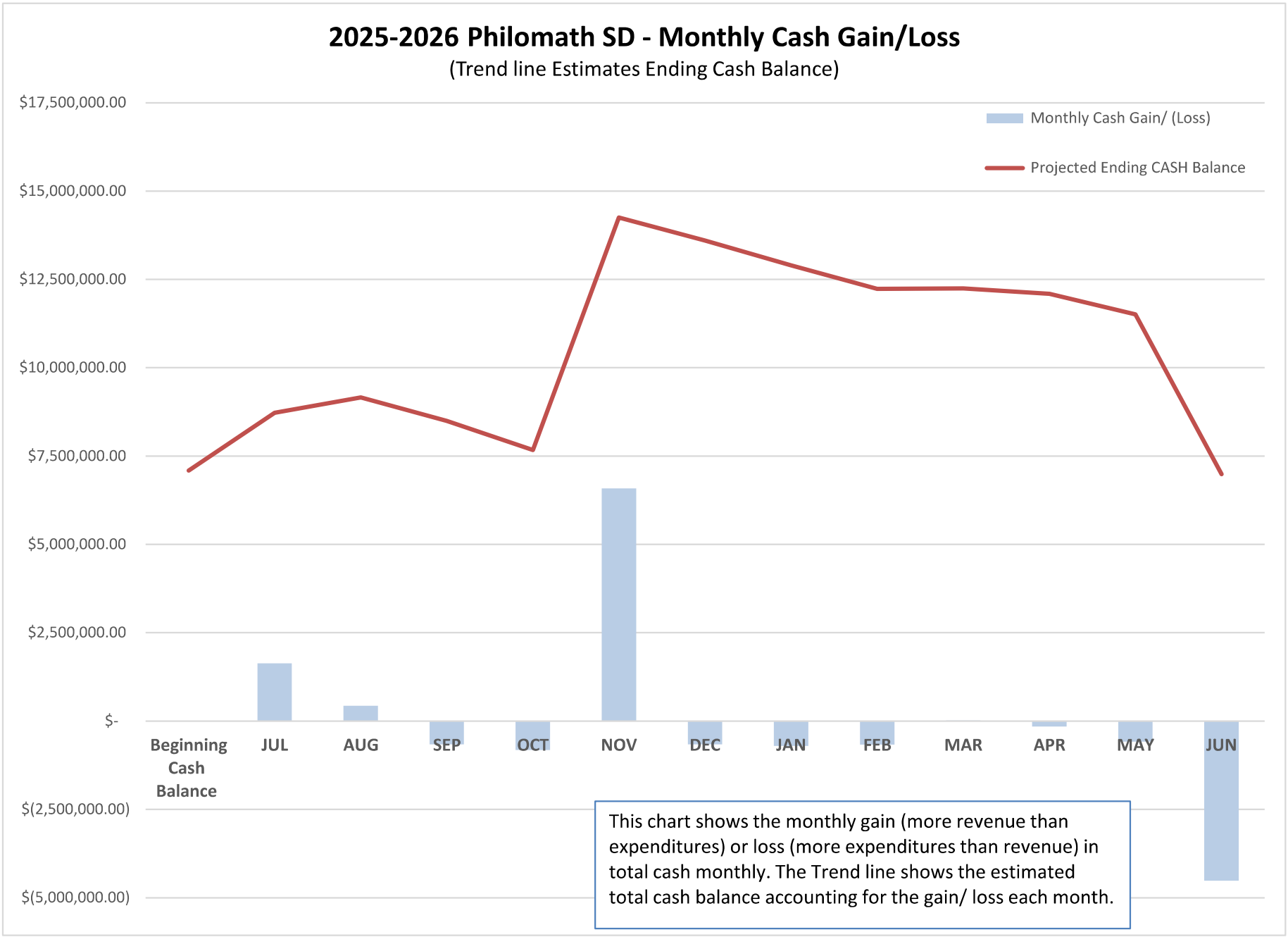
• OETC	$ 56,435	(NewLines – Classroom Technology)
• CTL Corporation	$ 34,860	(Staff Chromebook laptop 2nd order)
• Oregon Educators Benefit Board	$ 210,201	(July Insurance premiums OEBB)
• PERS	$ 66,375	(July PERS payments)
• Kings Valley Charter School	$ 261,903	(August SSF payment to KVCS)

Respectfully Submitted,
Jennifer Griffith
Business Manager

9/4/2025

PHILOMATH SCHOOL DISTRICT, 17J
Appropriations, Budget vs. Actual
Fiscal Year 2024-2025

		Appropriations	YTD	Encumbrances	Totals	(Over)/Under Budget
General Fund (100)	1000 Instruction	16,345,987	658,701	14,881,085	15,539,786	806,201
	2000 Support Services	8,985,487	1,331,537	7,338,878	8,670,415	315,072
	3000 Enterprise & Commun.	1,276	-	-		1,276
	4000 Facilities	5,000	-	-	-	5,000
	5200 Transfers	710,000	-	-	-	710,000
	6000 Contingency	375,000	-	-	-	375,000
	Sub Totals	26,422,750	1,990,238	22,219,963	24,210,201	2,212,549
Local/State/Federal Programs Funds	1000 Instruction	2,442,233	111,648	1,418,592	1,530,240	911,993
Special Revenue Fund (200)	2000 Support Services	1,677,204	61,735	360,060	421,795	1,255,409
(includes Pool Ops Fund)	3000 Community Services	1,148,967	72,323	451,912	524,235	624,732
	4000 Facilities	80,000	-	-	-	80,000
	5200 Transfers	-			-	-
	Sub Totals	5,348,404	245,706	2,230,564	2,476,270	2,872,134
Assoc. Student Body (284, 285, 286)	1000 Instruction	824,478	37,804	30,463	68,267	756,211
Debt Service Funds (300)	5000 Debt Service	1,873,745	-	1,094,400	1,094,400	779,345
Capital Improvement Funds (400)	2000 Support Services	480,000	90,303	216,700	307,003	172,997
	4000 Facilities	471,852	-	-	-	471,852
	5110 Debt Service	-	-	-	-	0
	Sub Totals	951,852	90,303	216,700	307,003	644,849
Unemployment Fund (600)	2000 Support Services	80,000	404	630	1,034	78,966
Reserve Funds (700)	1000 Instruction	85,500	-	80,651	80,651	4,849
	2000 Support Services	138,000	7,574	44,716	52,290	85,710
	3000 Community Services	7,500	-	2,400	2,400	5,100
	Sub Totals	231,000	7,574	127,767	135,341	95,659
					-	
					-	
Total Appropriations		**35,732,229**	**2,372,029**	**25,920,487**	**28,292,516**	**7,439,713**
Total Unappropriated		21,359,755	-	-	-	**21,359,755**
Total Adopted Budget		**57,091,984**	**2,372,029**	**25,920,487**	**28,292,516**	**28,799,468**


2025-2026 Philomath SD - Monthly Cash Gain/Loss
(Trend line Estimates Ending Cash Balance)
$17,500,000.00
$15,000,000.00
$12,500,000.00
$10,000,000.00
$7,500,000.00
$5,000,000.00
$2,500,000.00
$-
$(2,500,000.00)
$(5,000,000.00)
Monthly Cash Gain/ (Loss)
Projected Ending CASH Balance
Beginning Cash Balance
JUL
AUG
SEP
OCT
NOV
DEC
JAN
FEB
MAR
APR
MAY
JUN
This chart shows the monthly gain (more revenue than expenditures) or loss (more expenditures than revenue) in total cash monthly. The Trend line shows the estimated total cash balance accounting for the gain/ loss each month.

9/4/2025

Benton County School District 17J

Student Activities Summary Report

Fiscal Year: 2025-2026

From: 7/1/2025 **To: 6/30/2026**

☐ Print Detail ☐ Page Break by Activity

☐ Exclude Encumbrances ☑ Reverse Signs ☑ Subtotal By Journal

		Range Beg. Balance	Range Revenue	Range Expenditures	Balance	Encumbrances	Available Balance
284.0000.9701.097.797.810	PSD Food Pack Program	2,354.12	1,000.00	.00	3,354.12	.00	3,354.12
284.0000.9701.097.797.812	PES Blodgett	3,555.91	.00	.00	3,555.91	.00	3,555.91
284.0000.9701.097.797.815	CPS Donations	109.49	3,000.00	(2,226.95)	882.54	.00	882.54
284.0000.9701.097.797.816	PES Grants	2,475.01	.00	.00	2,475.01	.00	2,475.01
284.0000.9701.097.797.826	PES Field Trips	.00	.00	.00	.00	.00	.00
284.0000.9701.097.797.827	PES Library	507.69	.00	.00	507.69	.00	507.69
284.0000.9701.097.797.828	PES Donations-Unrestricted	668.91	47.00	.48	716.39	.00	716.39
284.0000.9701.097.797.830	PES Music	1,924.74	.00	.00	1,924.74	(1,104.15)	820.59
284.0000.9701.097.797.834	Falcon Swag Fund Balance	902.59	322.00	.00	1,224.59	.00	1,224.59
284.0000.9701.097.797.842	PES Social Committee	957.75	.53	(539.27)	419.01	.00	419.01
284.0000.9701.097.797.846	PES Yearbook	4,253.49	.00	.00	4,253.49	.00	4,253.49
284.0000.9701.097.797.847	PES Students in Need	26.42	.00	.00	26.42	.00	26.42
284.0000.9701.097.797.849	CPS Students in Need	20.20	.00	.00	20.20	.00	20.20
284.0000.9701.097.797.850	PES School Supplies	.00	.00	.00	.00	.00	.00
284.0000.9701.097.797.851	CPS Cub Swag Fund Balance	.00	.00	.00	.00	.00	.00
GRAND TOTALS		17,756.32	4,369.53	(2,765.74)	19,360.11	(1,104.15)	18,255.96

End of Report

Benton County School District 17J

Student Activities Summary Report

Fiscal Year: 2025-2026

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		Range Beg. Balance	Range Revenue	Range Expenditures	Balance	Encumbrances	Available Balance
285.0000.9701.098.798.500	PMS Apparel	455.60	.00	.00	455.60	.00	455.60
285.0000.9701.098.798.501	PMS Art	1,713.65	240.00	.00	1,953.65	.00	1,953.65
285.0000.9701.098.798.502	PMS Athletics	3,532.78	.00	.00	3,532.78	.00	3,532.78
285.0000.9701.098.798.503	PMS Band	1,215.95	.00	.00	1,215.95	.00	1,215.95
285.0000.9701.098.798.504	PMS Band Repair/Replace	379.76	.00	.00	379.76	.00	379.76
285.0000.9701.098.798.506	PMS Choir Beginning Balance	466.80	.00	.00	466.80	.00	466.80
285.0000.9701.098.798.508	PMS Drama	17,977.15	.00	(275.00)	17,702.15	.00	17,702.15
285.0000.9701.098.798.510	PMS Library	129.47	.00	.00	129.47	.00	129.47
285.0000.9701.098.798.511	PMS Life Skills	612.11	.00	.00	612.11	.00	612.11
285.0000.9701.098.798.512	PMS Lock Replacement	1,710.17	.00	.00	1,710.17	.00	1,710.17
285.0000.9701.098.798.515	PMS Outdoor School	17,079.91	.00	.00	17,079.91	.00	17,079.91
285.0000.9701.098.798.516	PMS Sports/Pay-to-Play	25.00	.00	.00	25.00	.00	25.00
285.0000.9701.098.798.519	PMS School Enhancement	137.13	2.67	.00	139.80	.00	139.80
285.0000.9701.098.798.520	PMS Science	12.14	.00	.00	12.14	.00	12.14
285.0000.9701.098.798.521	PMS Shop	1,177.80	615.00	.00	1,792.80	.00	1,792.80
285.0000.9701.098.798.522	PMS Struxness - Helping Families	1,528.99	.00	.00	1,528.99	.00	1,528.99
285.0000.9701.098.798.523	PMS Student Body Fees	476.80	7,050.00	(703.45)	6,823.35	(943.00)	5,880.35
285.0000.9701.098.798.524	PMS Suspension Account	755.19	.00	.00	755.19	.00	755.19
285.0000.9701.098.798.525	PMS Technology	877.35	.00	.00	877.35	.00	877.35
285.0000.9701.098.798.527	PMS Textbook Damage/Replacement	221.77	.00	.00	221.77	.00	221.77
285.0000.9701.098.798.529	PMS Student Wellness	585.90	.00	.00	585.90	.00	585.90
285.0000.9701.098.798.530	PMS Oregon Research Institute	(12.23)	.00	.00	(12.23)	.00	(12.23)

Benton County School District 17J

Student Activities Summary Report

Fiscal Year: 2025-2026

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☐ Print Detail ☐ Page Break by Activity

☐ Exclude Encumbrances ☑ Reverse Signs ☑ Subtotal By Journal

		Range Beg. Balance	Range Revenue	Range Expenditures	Balance	Encumbrances	Available Balance
285.0000.9701.098.798.531	PMS Trip Club	225.08	.00	.00	225.08	.00	225.08
285.0000.9701.098.798.532	PMS Health/PE	1,404.05	.00	.00	1,404.05	.00	1,404.05
285.0000.9701.098.798.533	PMS Elective Rotation fee	.00	.00	.00	.00	.00	.00
285.0000.9701.098.798.534	PMS Battle of the Books	555.76	.00	.00	555.76	.00	555.76
285.0000.9701.098.798.535	PMS School Supplies	10.00	.00	.00	10.00	.00	10.00
285.0000.9701.098.798.536	PMS Turkey Bingo	.00	.00	.00	.00	.00	.00
285.0000.9701.098.798.537	PMS Fitness	(28.10)	.00	.00	(28.10)	.00	(28.10)
285.0000.9701.098.798.538	PMS Engineering	(55.66)	511.76	.00	456.10	.00	456.10
285.0000.9701.098.798.685	PMS Lost or Damaged Technology	.00	.00	.00	.00	.00	.00
GRAND TOTALS		53,170.32	8,419.43	(978.45)	60,611.30	(943.00)	59,668.30

End of Report

Benton County School District 17J

Student Activities Summary Report

Fiscal Year: 2025-2026

From: 7/1/2025 **To: 6/30/2026**

☐ Print Detail ☐ Page Break by Activity

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		Range Beg. Balance	Range Revenue	Range Expenditures	Balance	Encumbrances	Available Balance
286.0000.9701.099.799.000	Begining Fund Balance Student Activities	(217.41)	.00	.00	(217.41)	.00	(217.41)
286.0000.9701.099.799.600	PHS Over/Short	149.09	.00	(149.09)	.00	.00	.00
286.0000.9701.099.799.604	PHS Art	1,589.69	290.00	.00	1,879.69	.00	1,879.69
286.0000.9701.099.799.605	PHS Art Club Beginning Fund Balance	464.23	.00	(77.81)	386.42	.00	386.42
286.0000.9701.099.799.606	PHS ASB	3,999.41	50.00	(864.60)	3,184.81	.00	3,184.81
286.0000.9701.099.799.607	PHS Athletic Officials	7,501.00	.00	(23,212.62)	(15,711.62)	.00	(15,711.62)
286.0000.9701.099.799.611	PHS Athletics	18,456.06	569.45	.00	19,025.51	.00	19,025.51
286.0000.9701.099.799.613	PHS Baseball	8,974.79	.00	.00	8,974.79	.00	8,974.79
286.0000.9701.099.799.616	PHS Botany	2,798.50	.00	.00	2,798.50	.00	2,798.50
286.0000.9701.099.799.617	PHS Boys Basketball	12,665.52	.00	.00	12,665.52	.00	12,665.52
286.0000.9701.099.799.618	PHS Cheerleading	20,055.88	1,500.00	(3,891.00)	17,664.88	(5,685.00)	11,979.88
286.0000.9701.099.799.619	PHS Cinematic Art Club	435.44	.00	.00	435.44	.00	435.44
286.0000.9701.099.799.620	PHS Community Service Club-G. Lake	455.06	.00	.00	455.06	.00	455.06
286.0000.9701.099.799.621	PHS Cross Country	12,603.62	.00	.00	12,603.62	.00	12,603.62
286.0000.9701.099.799.622	PHS Dance Team	8,517.48	.00	.00	8,517.48	.00	8,517.48
286.0000.9701.099.799.625	PHS Donation	1,693.01	.00	.00	1,693.01	.00	1,693.01
286.0000.9701.099.799.627	PHS Driver Education	3,500.00	5,200.00	(3,500.00)	5,200.00	.00	5,200.00
286.0000.9701.099.799.629	PHS Drama Club Beginning Fund Balance	4,332.12	.00	.00	4,332.12	.00	4,332.12
286.0000.9701.099.799.633	PHS Robotics Fund Balance	13,443.79	.00	.00	13,443.79	(1,892.82)	11,550.97
286.0000.9701.099.799.634	Robotics PHRED FLL Fund Balance	812.00	.00	.00	812.00	(574.57)	237.43
286.0000.9701.099.799.635	PHS Foods	3,310.80	350.00	(198.83)	3,461.97	.00	3,461.97

Benton County School District 17J

Student Activities Summary Report

Fiscal Year: 2025-2026

From: 7/1/2025 **To: 6/30/2026**

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☐ Exclude Encumbrances ☑ Reverse Signs ☑ Subtotal By Journal

		Range Beg. Balance	Range Revenue	Range Expenditures	Balance	Encumbrances	Available Balance
286.0000.9701.099.799.636	PHS Football	15,098.86	5,300.00	.00	20,398.86	(8,573.20)	11,825.66
286.0000.9701.099.799.637	PHS Forestry	7,754.12	1,000.00	(36.60)	8,717.52	.00	8,717.52
286.0000.9701.099.799.638	PHS GED	.00	.00	.00	.00	.00	.00
286.0000.9701.099.799.639	PHS German Class	726.19	.00	.00	726.19	.00	726.19
286.0000.9701.099.799.640	PHS Girls Basketball	21,814.77	.00	.00	21,814.77	(2,800.00)	19,014.77
286.0000.9701.099.799.641	PHS Health Occ/Anatomy	1,085.92	160.00	.00	1,245.92	.00	1,245.92
286.0000.9701.099.799.642	PHS Green Team	289.83	.00	.00	289.83	.00	289.83
286.0000.9701.099.799.643	PHS Racial Equity/Culture Club	67.67	58.00	.00	125.67	.00	125.67
286.0000.9701.099.799.644	PHS Life Skills	5,468.18	.00	.00	5,468.18	.00	5,468.18
286.0000.9701.099.799.645	PHS Library	(105.01)	.00	149.09	44.08	.00	44.08
286.0000.9701.099.799.646	PHS Lifeguard	210.00	.00	.00	210.00	.00	210.00
286.0000.9701.099.799.647	PHS Link Crew	215.54	.00	.00	215.54	.00	215.54
286.0000.9701.099.799.649	PHS Manufacturing Technology	9,244.03	300.00	(139.61)	9,404.42	.00	9,404.42
286.0000.9701.099.799.652	PHS Misc Books	130.78	36.00	.00	166.78	.00	166.78
286.0000.9701.099.799.653	PHS Music Band	9,378.47	.00	.00	9,378.47	.00	9,378.47
286.0000.9701.099.799.654	PHS Music Choir	120.07	.00	.00	120.07	.00	120.07
286.0000.9701.099.799.655	PHS Music Tour	7,104.61	.00	.00	7,104.61	.00	7,104.61
286.0000.9701.099.799.656	PHS National Honor Society	2,481.37	150.00	.00	2,631.37	.00	2,631.37
286.0000.9701.099.799.657	PHS OWC Athletics Account	6,363.12	2,220.02	.00	8,583.14	.00	8,583.14
286.0000.9701.099.799.658	PHS OWC Activities Account	3,537.50	.00	(494.00)	3,043.50	.00	3,043.50
286.0000.9701.099.799.659	PHS Parking/Student Safety	1,825.00	1,935.00	(500.16)	3,259.84	.00	3,259.84

Benton County School District 17J

Student Activities Summary Report

Fiscal Year: 2025-2026

From: 7/1/2025 **To: 6/30/2026**

☐ Print Detail ☐ Page Break by Activity

☐ Exclude Encumbrances ☑ Reverse Signs ☑ Subtotal By Journal

		Range Beg. Balance	Range Revenue	Range Expenditures	Balance	Encumbrances	Available Balance
286.0000.9701.099.799.660	PHS PE Fees	355.60	.00	.00	355.60	.00	355.60
286.0000.9701.099.799.661	PHS Peer Counseling	195.74	.00	.00	195.74	.00	195.74
286.0000.9701.099.799.664	PHS PHS Pay to Play	8,250.00	8,550.00	.00	16,800.00	.00	16,800.00
286.0000.9701.099.799.665	PHS Preschool	2,534.01	.00	(100.00)	2,434.01	.00	2,434.01
286.0000.9701.099.799.666	PHS Prom	9,428.14	.00	.00	9,428.14	.00	9,428.14
286.0000.9701.099.799.668	PHS Golf fund Balance	4,236.48	.00	.00	4,236.48	.00	4,236.48
286.0000.9701.099.799.670	PHS Scholarship	700.77	.00	.00	700.77	.00	700.77
286.0000.9701.099.799.672	PHS Scholarship - Steve Moos-BES fundraiser	.00	.00	.00	.00	.00	.00
286.0000.9701.099.799.674	PHS School Enhancement	6,376.81	48.84	.00	6,425.65	(3,324.20)	3,101.45
286.0000.9701.099.799.675	PHS School of Business	809.37	.00	(91.44)	717.93	.00	717.93
286.0000.9701.099.799.676	PHS Science	.00	.00	.00	.00	.00	.00
286.0000.9701.099.799.678	PHS Soccer Boys	3,843.60	2,171.00	.00	6,014.60	.00	6,014.60
286.0000.9701.099.799.679	PHS Soccer Girls	866.91	3,861.00	.00	4,727.91	(4,596.64)	131.27
286.0000.9701.099.799.680	PHS Softball	3,245.27	25.00	.00	3,270.27	.00	3,270.27
286.0000.9701.099.799.681	PHS Spanish Class	995.50	.00	.00	995.50	.00	995.50
286.0000.9701.099.799.682	PHS Youth Transition Program	1,363.55	.00	.00	1,363.55	.00	1,363.55
286.0000.9701.099.799.684	PHS Student Body Fee	1,040.00	14,515.00	.00	15,555.00	.00	15,555.00
286.0000.9701.099.799.685	PHS Lost or Damaged Technology	680.00	200.00	(700.00)	180.00	.00	180.00
286.0000.9701.099.799.686	PHS Swim Team	3.78	.00	.00	3.78	.00	3.78
286.0000.9701.099.799.687	PHS Boys Tennis	5,376.11	.00	.00	5,376.11	.00	5,376.11
286.0000.9701.099.799.688	PHS Girls Tennis	4,577.82	.00	.00	4,577.82	.00	4,577.82
286.0000.9701.099.799.689	PHS Theatre	6,356.06	.00	.00	6,356.06	.00	6,356.06

Benton County School District 17J

Student Activities Summary Report

Fiscal Year: 2025-2026

From: 7/1/2025 **To: 6/30/2026**

☐ Print Detail ☐ Page Break by Activity

☐ Exclude Encumbrances ☑ Reverse Signs ☑ Subtotal By Journal

		Range Beg. Balance	Range Revenue	Range Expenditures	Balance	Encumbrances	Available Balance
286.0000.9701.099.799.690	PHS Track	2,297.05	.00	.00	2,297.05	.00	2,297.05
286.0000.9701.099.799.692	PHS Boys Volleyball Fund Balance	.00	.00	.00	.00	.00	.00
286.0000.9701.099.799.693	PHS Girls Volleyball	13,014.22	.00	(150.00)	12,864.22	(969.50)	11,894.72
286.0000.9701.099.799.695	PHS Warrior Wellness	2,625.11	.00	.00	2,625.11	.00	2,625.11
286.0000.9701.099.799.696	PHS Wrestling	2,984.98	.00	.00	2,984.98	.00	2,984.98
286.0000.9701.099.799.697	PHS Yearbook	4,238.14	15,585.00	.00	19,823.14	.00	19,823.14
286.0000.9701.099.799.698	PHS Lagestee PTP Waiver Scholarship	8,914.82	.00	.00	8,914.82	.00	8,914.82
286.0000.9701.099.799.705	HS Student Transcript Fees	76.76	26.92	(103.68)	.00	.00	.00
GRAND TOTALS		313,737.70	64,101.23	(34,060.35)	343,778.58	(28,415.93)	315,362.65

End of Report

Coversheet

Licensed Collective Bargaining Agreement (CBA)

Section: IV. ACTION ITEMS
Item: B. Licensed Collective Bargaining Agreement (CBA)
Purpose:
Submitted by:
Related Material: 25_08_21 CBA Licensed Final.pdf

Statement of Understanding Between
Philomath School District
and
Philomath Education Association

July 1, 2025 – June 30, 2027
Collective Bargaining Agreement

Philomath School District
1620 Applegate Street
Philomath, Oregon 97370
541-929-3169
541-929-3991 (Fax)

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Powered by BoardOnTrack

Preamble

This Agreement shall cover the period from July 1, 2025 through June 30, 2027. It shall be binding upon the Philomath School District and the Philomath Education Association beginning July 1, 2025, and shall remain in full force and effect through June 30, 2027.

Signed this 11th day of September, 2025, by the undersigned officers duly authorized to act on behalf of the Philomath School Board and the Philomath Education Association.

For the Association:	For the District:
Nicole Stueve, PEA Bargaining Chair	Erin Gudge, PSD School Board Chair
Mallory Crane, PEA Co-President	Sandi Hering, PSD School Board Member
Alice Ochs, PEA Co-President	Susan Halliday, Superintendent

Article 1 – Status of Agreement

A. The Board of Directors of the Philomath School District recognizes the obligation to enter into negotiations with the Philomath Education Association with respect to hours, wages, and terms and conditions of employment, pursuant to ORS 243.650 to 243.732.

B. The Board of Directors of the Philomath School District recognizes the Philomath Education Association as the exclusive representative for the purpose of collective bargaining for all full-time and part-time licensed employees. Excluded from the unit are all administrative, supervisory, classified, confidential, and substitute employees.

C. Definitions:
   1. A “calendar day” is the period of elapsed time that begins at midnight and ends 24 hours later at the next midnight; successive days within the standard calendar.
   2. A “school day” is a day in which school is in session for students.
   3. A “work day” is a day in which staff member(s) are working as per calendar agreement.

Article 2 – Management Rights

A. The District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Oregon. Such powers, rights, authority, duties and responsibilities shall include but are not limited to:

   1. The executive management and administrative control of the school system and its properties and facilities;

   2. The hiring of all employees and, subject to the provision of law and this Agreement, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion and the promotion and transfer of all such employees;

   3. Continue its rights and past practice of assignments and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all to foregoing, but not in conflict with the specific provisions of this Agreement and the rights to establish, modify or change any work or business hours or days;

   4. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees (extra duties not within the scope of the teacher's job description shall be assigned on a voluntary basis), determine the size of the work force and to lay off employees;

5. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operation, the means, methods and processes of carrying on the work including automation thereof or changes therein, the institution of new and/ or improved methods or changes therein;

6. Adopt reasonable rules and regulations;

7. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;

8. Determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies;

9. Determine the financial policies and accounting procedures as required by law;

10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the employer shall not abridge any rights from employees as specifically provided for in this Agreement.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices shall be limited only by the specific terms of this Agreement and then only to the extent that such specific terms are in conformance with the Constitution and the laws of the State of Oregon.

Article 3 – Non-Discrimination

The Association and the District agree that they shall not discriminate against any employee covered by this Agreement because of age, race, religion, gender, disability, national origin, marital status, sexual orientation, economic status or location of residence.

Article 4 – Grievance Procedure

A. Definitions:

1. A "grievance" is a claim by an employee, a group of employees, or the Association based on the interpretation, meaning or application of any of the provisions of this Agreement or Board policy. Board policy grievances may only be grieved to the Board level and are not subject to arbitration.

2. A "grievant" is the person, persons, or the Association making the claim.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

4. An "immediate supervisor" is the one who has direct responsibility over the matter grieved.

B. Purpose:

1. The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to grievances, which may from time to time arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss that matter Informally with any appropriate member of the administration, and having the grievance adjusted without the intervention of the employee organization, provided the adjustment is consistent with the terms of the Agreement and the employee's organization has been given the opportunity to be present at such adjustments.

C. Procedure:

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limit set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon as practicable.

All references to deadlines in Section C shall refer to calendar days. However, those calendar days during winter and spring breaks shall not be included in the count of number of days.

1. Level One:
   An employee with a grievance shall first discuss it with his/her principal or immediate supervisor, either directly or through a representative, with the object of resolving the matter informally. If the matter is not resolved informally, said grievance will be reduced to writing and delivered to the principal or immediate supervisor within twenty (20) calendar days of the occurrence of the grievance or his/her first knowledge thereof.

2. Level Two:
   If, within ten (10) calendar days, the grievant is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) calendar days after presentation of the grievance, he/she may file the grievance in writing with the Superintendent.

   The written grievance statement at Level Two shall contain an explanation of the grievance, the specific provisions of the contract that have been violated, and the requested remedy.

   Within ten (10) calendar days after the receipt of the written grievance by the Superintendent, the Superintendent or his/her designee shall meet with the grievant in an effort to resolve it.

3. Level Three:
   If the Superintendent's decision is not satisfactory, or if no decision has been rendered within ten (10) calendar days after the meeting and if the grievance involves the interpretation, meaning, and application of this Agreement, the grievance may be referred by the Association to binding arbitration.

   When a timely request has been made for arbitration, the parties to this Agreement or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, they shall within ten (10) calendar days of the request for arbitration, request a list from the Employment Relations Board. As soon as the list has been received, the parties or their designated representatives shall determine, in a manner prescribed by the issuing agency, an arbitrator. The arbitrator shall schedule a hearing and, after hearing such evidence as the parties desire to submit to support or deny the grievance statement, shall render a decision and opinion with the goal of thirty (30) calendar days following the close of the hearing. The arbitrator shall be without power or authority to make any decision or to impose any obligation on the

Association or the District which is in violation of the terms of this Agreement. A decision of the arbitrator shall, within the scope of his/her authority, be binding on both parties.

The costs for the services of the arbitrator, including per diem expenses, if any and his/her travel and subsistence expenses will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

D. Rights of Employees to Representation:
    1. No reprisals of any kind shall be taken by either party or by any member of the administration against either party in interest, any representative, or any other participant in the grievance procedure by reason of such participation.

    2. Any party in interest may be represented at level One and Two of the grievance procedure by a person of his/her own choosing. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

E. Miscellaneous:
    1. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at Level Two.

    2. Decisions rendered at levels one, two, and three of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the representatives.

    3. All documents, communications and records dealing with the processing of grievances shall be filed separately from the personnel files of the participants.

    4. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder shall be pursuant to the grievance; provided, however, that nothing contained herein shall deprive any teacher of any legal right which he/she presently has. If the grievant chooses to pursue his/her claim through the court system, the Employment Relations Board or other outside agency, the grievance procedure cannot be used and any decision rendered under the grievance procedure will become null and void.

    5. Pursuant to ORS 342.895 (5), a moratorium shall be placed on grievance timelines while an employee is on a program of assistance for grievances related to evaluation procedures or the program of assistance.

a. When an event occurs (as prescribed by statute) that causes the moratorium to be lifted, the District will notify the employee and the Association.

b. The employee/Association will initiate a grievance at Level One within the time limits defined in Section C.1 of this article. For the purpose of such a grievance, the "incident" giving rise to the grievance shall be defined as the employees' receipt of the notice ending the program of assistance.

6. Failure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure by the District to respond to a grievance within the stated timelines at any level shall be deemed a denial of the grievance and permits the grievant to appeal to the next step.

7. In the course of investigating any grievance, representatives of either party in interest who need to contact an employee or student in school will contact the building supervisor of the building being visited and will state the purpose of the visit immediately upon arrival. This contact shall occur during student non-contact time.

8. All parties shall avoid unnecessary interruption of classroom and/or any other school- sponsored activities.

9. All parties shall avoid the unnecessary involvement of students in the grievance procedure.

Article 5 – Complaint Procedure

A. Determination of Merit:
If a complaint against a licensed employee is received by a supervisor, the supervisor will notify the teacher within five (5) working days after receipt of the complaint. The supervisor will encourage the complainant and the licensed employee to discuss the complaint in an effort to mutually resolve the issue informally. If the complaint is not resolved then the supervisor will attempt to resolve the complaint by conducting an informal investigation which may include a discussion of the allegations contained in the complaint with the teacher and other involved parties. A conference with the teacher shall occur if:

1. The supervisor intends to refer the complaint in a subsequent evaluation;

2. The supervisor intends to place a record of such complaint in the teacher's personnel file;

3. In the supervisor's judgment, such complaint is sufficiently relevant to the teacher's performance as to indicate the desirability of a conference.

B. Conference:
If a conference is to occur, it shall be held with the licensed employee within ten (10) working days after the complaint is made to the supervisor. At the conference, the teacher will be presented with the complaint in writing signed by the administrator and complainant. The complainant or the administrator shall present to the teacher all available information, including person(s) making the complaint, nature of the complaint, and the requested remedy, if any. The licensed employee shall have the right to have a representative present at such conference. The teacher shall not engage in any reprisal activities against the complainant(s) or children.

C. Limitation:
Any complaint which is not the subject of a conference shall not be considered in the licensed employee’s evaluation and shall not be used against the licensed employee in any subsequent action by the District.

Article 6 – Layoff/ Recall

A. Layoff:
   1. Application:
      a. This article shall apply when any bargaining unit employee's position is eliminated or when there is a reduction in FTE of a full-time employee or when there is a reduction in FTE of a part-time employee to less than 0.5 FTE for reasons not personal to the licensed employee, due to uncertainty of funding, as a result of administrative decision, reorganization or reduction/elimination of courses/programs.

      b. This article is not intended to interfere with the right of the District to discharge, remove, non-renew or non-extend the contract of a licensed employee pursuant to ORS 342.805 through 342.937.

   2. Notice:
      a. When considering a reduction in force, the District shall notify the affected licensed employees and the Association within five (5) working days following the decision by the Board of Education. If the layoff is to occur in the same year as the Board's decision, the District will give the Association and the affected licensed employees at least 30-calendar days notice.

      b. Pursuant to ORS 342.934, the District shall make every reasonable effort to transfer licensed employees of courses scheduled for discontinuation to other positions for which they are licensed and qualified at the time of the discontinuation, or combine positions in a manner which allows licensed employees to remain qualified so long as the combined positions meet the curriculum needs of the District.

      c. Following identification of licensed employees affected by a layoff, other licensed employees may apply for a voluntary Leave of Absence without salary but with continued insurance coverage pursuant to Article 18 if the District determines the following conditions are met:

         i. The licensed employees remaining at the site can provide the curriculum planned for the next year;

   3. Layoff and Recall:
      In determining licensed employees to be retained when a school district reduces its staff under this section, the District shall first consider what programs or grade levels are to be reduced and then will:

      a. Determine whether licensed employees to be retained hold proper licenses at the time of layoff to fill remaining positions.

b. Determine seniority of licensed employees to be retained, calculated from the first day of actual licensed service with the District inclusive of approved leaves of absence. Ties will be broken by the drawing of lots;

c. Determine competence and merit of licensed employees, as detailed below. The only time that this approach would be taken is when a licensed employee on a program of assistance is being considered for layoff and is more senior than the licensed employee being proposed for retention. (If there are no licensed employees on a program of assistance being considered for layoff, a, b, and d will determine layoff order.)

d. Determine compliance with HB 2001 (2021). Prior to finalizing who will be retained and who may be laid off, the District will ensure compliance with HB 2001. If the District is required by law to retain a less senior licensed employee because of their "cultural or linguistic expertise," the more senior licensed employee will be subject to layoff.

If the District should desire to retain a licensed employee with less seniority than a licensed employee being released, the District shall determine the competence and merit in the following manner.

4. Competence:
Three points will be given for every year taught in the same grade level as the position for which the District is seeking to retain a licensed employee. Three points will also be given for every year taught in the subject matter as the position for which the District is seeking to retain a licensed employee. These points, along with other factors, will be used to determine which licensed employee has more competence.

5. Merit:
Merit will be determined by a review of the previous four years of service in the District as measured by licensed employee evaluation and the absence or presence of a program of assistance. Allocate six points for each year (up to four years) of successful evaluations (not placed on a program of assistance) in the last four years. (This is the equivalent to each standard having been met on the standards evaluation.)

Total all points to determine competence and merit between the two people being considered for layoff that is not based on seniority.

6. Layoff Benefits:
Licensed employees covered by this article will have the option to continue insurance programs at the group rate, at their own expense, payable monthly in advance, subject to the approval of the insurance carrier.

B. Recall:
    1. Recall Rights of Licensed Employees That Have Been Affected by a Reduction in Force:
        a. For a period of thirty-six (36) months from the date of layoff, any employee affected by this article shall have the right of recall to any position created or vacated of like FTE for which they are qualified as defined in ORS 342.934 (8).

        b. A contract licensed employee shall retain his/her contract status held prior to layoff.

        c. A returning probationary licensed employee shall have his/her years taught for the District counted for purposes of placement in the salary schedule.
    2. Recall Order:
    Employees shall be recalled in inverse order of layoff (last released/ first recalled; first released/ last recalled) subject to the requirements that the employee be licensed.

    3. Notice:
        a. Notice of an offer of recall shall be sent by certified mail, return receipt requested to the employee's address officially registered with the District. A licensed employee shall have ten (10) business days from the date the notice of rehire was received, as indicated on the return receipt, to respond, and an additional ten (10) business days to sign a contract.

        b. Refusal by the employee to accept an offer of recall to a particular position of like FTE during the thirty-six (36) month recall period shall negate the employee's right to be offered recall for subsequent positions and will be treated as a voluntary resignation.

        c. If a licensed employee should accept a position in the recall process, that licensed employee will still be considered by the Board for future vacancies.

        d. The District shall simultaneously send a copy of recall offers and responses to the Association.

C. Appeal:
    An appeal from a decision on layoff or recall order under this section shall be by arbitration under the Grievance Procedure outlined in CBA (Article 4). The results of the procedure shall be final and binding on the parties. Appeals from multiple layoffs may be considered in a single arbitration. The arbitrator is authorized to reverse the staff reduction decision or the recall decision if made by the District only if the District:

    1. Exceeded its jurisdiction;

2. Failed to follow the procedure applicable to the matter before it;

3. Made a finding or order not supported by substantial evidence in the whole record; or

4. Improperly construed the applicable law.

D. Definitions:
Seniority shall be calculated from the first day of actual licensed service with the District inclusive of approved leaves of absence. Ties shall be broken by drawing lots.

Article 7 – Separability

If any provision of this Agreement is held to be invalid or contrary to the law by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby and, upon the request of either the Board or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

Article 8 – Staff Evaluation

A. New employees will receive a copy of the District's evaluation handbook at the beginning of the school year. All employees will receive a new copy of the evaluation handbook whenever substantive changes, as determined by the Evaluation Committee, are made to the handbook. The evaluation handbook shall also be available on the district website.

B. The District shall follow its evaluation handbook in evaluating licensed employees.

C. Evaluation procedures are intended to insure employee notice of and the opportunity to respond to evaluation reports.

D. Employees shall have timely notice as to the basis for evaluation.

E. After an observation, administrators have the responsibility to provide timely feedback, consisting of the following:
1. A post-observation conference with the licensed employee within ten (10) school days.
2. A copy of the completed written evaluation provided to the licensed employee within thirty (30) days of the conference.

In the event extenuating circumstances outside the administrator's control cause the timeline to be delayed, the administrator will contact the bargaining unit member directly within the above timelines.

F. Evaluation reports shall be placed in the employee's file only after reasonable notice to the employee.

G. An employee may make a written statement relating to any evaluation, reprimand, charge, action or any matter placed in the personnel file.

H. If a licensed employee is placed on a program of assistance for improvement, said employee may request an additional evaluation by the current evaluator.

I. Licensed employees shall have the right to a representative of their choice at any conference or meeting regarding their evaluation.

J. Whenever changes to the evaluation procedure are mandated by law, by the interest of the District, or by the mutual interest of the District and the Association, the District and the Association shall collaborate on the creation of those new procedures.

K. The District and the Association shall appoint three representatives each to the standing Evaluation Committee to meet the requirements of subsection J. If the District or the Association intends to change their representatives on the Committee, they shall announce these changes to the parties prior to the start of subsequent school years.

L. Prior to the implementation of any new evaluation procedures, licensed employees and administrators will be adequately trained on the components of the new procedures.

M. When the evaluation procedure utilizes electronic resources, it is understood that the electronic documents and forms used in these programs shall be considered temporary extensions of the employee personnel file and shall be subject to the same limits on public disclosure as the traditional employee personnel file as long as such information exists.

N. If the District is required to report licensed employees' summative evaluation scores to a state or federal agency, the District will use a reporting system that does not connect the data to licensed employees, unless specifically required to do so by law. Data collected for state or federal reporting purposes shall not be used for any other purpose other than agency reporting and shall not be published.

O. When evaluation procedures require the use of student learning goals, those student learning goals will be designed by the licensed employee being evaluated and will be finalized collaboratively with the licensed employee and the administrator, in addition to any measures that may be required by a state or federal agency such as state standardized assessments.

Article 9 – Assignments

A. Assignments
   1. Returning teachers will be given written notice of their teaching and/or extra-duty assignments for the forthcoming year as soon as reasonably possible prior to June 30.

   2. Bargaining unit members shall expect to continue in their assignments unless: a. Written reassignment notification is received from the building principal; or b. A resignation is submitted by the staff member.

B. License for Conditional Assignment
   1. Teachers shall be given the opportunity to indicate in writing their areas of interest and expertise in specific subject matter areas as it relates to potential conditional assignments prior to the end of the school year.
      a. When a teacher is working under a license for conditional assignment, the District shall reimburse the costs of all workshops, conferences or courses taken in that subject area. The administration shall have prior approval of these trainings, but will not deny payment for any prior approved training that will enable the teacher to perform his/her teaching duties in that assignment.

      b. When a teacher is working under a license for conditional assignment at the request of the district, the district shall reimburse the costs of all workshops, conferences, or courses taken in that subject area as well as required materials for the courses. The administration shall have prior approval of these trainings, but will not deny payment for any prior approved training that will enable the teacher to perform his/her teaching duties in that assignment.

   2. Courses that the District requires shall be reimbursed. Any courses recommended on a program of assistance for improvement shall be reimbursed.

3. Prior to commencing work utilizing a license for conditional assignment, the teacher shall:
    a. Be given 30 days advance notice.
    b. Be notified of the duration of the assignment.
    c. Be given one week paid time according to Article 12.E (for curriculum preparation if .5 FTE or more is assigned).

4. When a teacher is working under a license for conditional assignment and is required to acquire a new endorsement for the assignment, the teacher will not be removed from the new subject area taught until the new endorsement is achieved or the license for conditional assignment expires.

Article 10 – Association Rights and Privileges

A. Information
Upon request, the Board agrees to provide the Association with information necessary for its functioning as exclusive bargaining representative.

B. Bulletin Boards, Mailboxes, and Email
Bulletin board space, District mailboxes, and email will be made available to the Association in each building for use in communicating with its members. Bargaining unit members may only use email for Association purposes during non-instructional time.

C. Announcements
Building representatives shall be allowed to make brief reports or announcements, typically ten minutes in length, at faculty meetings, so long as prior arrangements are made with the principal.

D. Facilities and Equipment
So long as prior arrangements are made, the Association may use District meeting rooms and equipment may be used for Association business, providing such use does not interfere with normal school operation and the Association pays for any supplies or equipment repair incidental to such use.

The Association will be allowed to visit the classrooms or work areas of the employees in the bargaining unit after notifying the office of the buildings they visit, and at a time when the employee is on non-instructional time and/or off-duty.

E. Board Meeting Agenda
The Superintendent shall provide the PEA President with the Board meeting agenda and accompanying documents, excluding confidential materials prior to Board meetings.

F. Association Leave
The District shall grant up to a cumulative twenty (20) days of Association leave per year to be used by the president or designees, provided the Association reimburses the District the full cost of the substitute teacher's pay.

G. New Hires
The Association President or designee shall receive digital and/or physical copies of all initial employment letters that are delivered to new hires in the bargaining unit. The Association President or designee shall be allotted time during new hire orientation to address new members of the bargaining unit. The District and the Association shall collaborate on the planning and training for new hire orientations.

Article 11 – Dues/ Payroll

A. Payroll Deductions
The District agrees to deduct from the salaries of bargaining unit members:

1. Dues for PEA, OEA, NEA, United Fund or any other deduction mutually agreed upon by the District and the Association;

2. Health and accident insurance excess, according to Article 18 provisions;

3. Tax-sheltered annuities/403(b)/457(g) accounts mutually agreed upon by the District and the Association;

4. Payments to bank or credit union of the teacher’s choosing;

5. All such deductions as required by state and federal laws;

6. The District shall make a reasonable effort to forward deductions within five (5) calendar days.

B. Pay Periods

Licensed staff may individually elect to receive their annual compensation in ten (10) or twelve (12) installments. Unless the District payroll office is notified in writing of the selection of the ten (10) installment option by September 10, the twelve (12) installment option will be deemed to have been selected.

Pay dates will be the last business day of the month. The June, July and August paychecks will be issued the last business day in June.

Licensed staff new to the District shall have the option to take out a one-time, fifty percent (50%) draw of their first installment on September 15 or the 15th of their first month of employment if hired after the beginning of the school year.

Paychecks will be issued to licensed staff members by Direct Deposit to the bank or credit union of the licensed staff member's choosing. In the case of extenuating circumstances, a paper check will be issued.

Article 12 – School Calendar/ Work Year/ Workday

A. School Calendar

It is recognized that the Board has the responsibility to set the annual school calendar. Prior to adoption of the calendar, a proposed calendar will be referred to the Association for review and recommendation.

B. Contract Year

1. The school work year will be 190 contract days except as provided in this article. The contract year will include eleven (11) in-service days. Three (3) in-service days will be scheduled before classes begin in the fall and twelve (12) hours of those three (3) days shall be guaranteed for work in the classroom. Eight (8) of the twelve hours shall be guaranteed full workday and the other four (hours) shall be scheduled in minimum two (2) hour increments. Seven (7) in-service days will be divided among the grading periods for conferences, report cards, and assessing student work. The remaining one (1) day will be scheduled as a workday to meet with students and guardians as specified by the district.

2. The district will schedule a number of early release days to be used for professional development activities. At least nine (9) of these early release days (divided five (5) for team and four (4) for individual) will be provided for professional development in the areas of curriculum development, instructional enhancement, student assessment/student growth goals, or related school improvement activities. The individual or team time is dedicated for personal growth and will not be used for district or building-wide scheduled activities. The remaining days will center on District and school priority-based professional learning.

3. The following holidays are included as part of the contract year: Labor Day, Veterans' Day, Thanksgiving (two (2) days), Martin Luther King, Jr. Day and Memorial Day.

4. When scheduled on the District calendar, licensed employees shall participate in fall and spring conferences with parents. In no case shall the combination of regular work day time and conferences exceed forty (40) hours per week. No staff or other required meetings will be held on these conference days.

C. School Workday
   1. The District and Association recognize that education involves occasional professional obligations outside the school day.

   2. The school workday shall not exceed eight (8) hours. Starting and ending times for teachers shall be set within each building and may vary within the District. Staff members will be provided with a thirty (30) minute duty-free lunch period within each workday. With the approval of the building principal, a staff member may vary their starting and ending times.

D. Severe Weather/ Emergency Closures and/or Other Closures Due to Pandemics or Other Mandated Closures

   When it becomes necessary to close school due to severe weather, non-weather-related emergencies, hazardous conditions, or other acts of God, teachers will not be required to report for work and will suffer no loss in pay. However, the District reserves the right to make up missed days without additional pay to the teacher. In the event there is a need to schedule a make-up day that is not a student contact day, the superintendent will work in consultation with the Association to schedule the non-contact day.

E. Extended Contracts

All teachers employed beyond the regular 190-day contract will be paid at the rate of 1/190th of the employee's current contracted salary for each day worked.

All teachers working on approved projects after the regular school day or during the summer vacation will be paid at the hourly rate of Column 3, Step 7.

All extended contracts will be issued no later than May 1, or within ten (10) days following the completion of negotiations.

The licensed employees involved in the planning and implementation of 6th grade Outdoor School will be compensated through an extended contract at their current contracted salary for a maximum of thirty (30) hours. Any additional hours must have prior approval from school administrator.

F. Workload

1. Teachers are expected to work with the administration to foster students' progress toward the achievement of statewide benchmarks through the scoring and recording of work samples. The District, however, shall not require teachers to score more work samples than the State of Oregon requires. Unit members would not be expected to do clerical duties related to statewide reform, such as:
   a) Entering data into computers for work sample recordkeeping;
   b) Filing work samples in cumulative folders;
   c) Recording of multiple scores onto a cumulative list.

   Teachers would be responsible for scoring work samples and providing scores by placing the score on the front of the sample.

   The District will assign students as evenly as possible based on individual student needs.

2. IEP meetings shall be scheduled during the workday. In the event, that any IEP meetings start before the beginning of and/or run past the end of the workday, any certified staff who are lawfully required to report or remain present at the meeting shall be compensated at their contractual salary rate rounded to the nearest half-hour.

3. Eight hours of substitute time or extra-duty pay shall be provided each month to special education teachers for the purpose of completing required paperwork. Each qualified individual may make personal choice each month on substitute or extra-duty.

4. No special education teacher or speech language pathologist shall be required to teach an advisory class.

5. A program planning and coordination day will be provided to each special education teacher and speech language pathologist twice per year for the purpose of coordinating service delivery.

6. Licensed staff will be compensated up to one hour of paid preparation time for each full day substitute they are required to use in order to attend mandatory professional development.

G. Special Education Case Managers - IEP Meeting Notification and Scheduling
The District acknowledges the significant role Special Education Case Managers play in developing and implementing IEP's and is committed to ensuring that the process is manageable, fair, and conducted in the best interests of students. All parties will work together, as reasonably able, to address any concerns regarding the scheduling and implementation of IEP meetings and the associated workload.

H. Reduction of Contract Year
190-day licensed contract year will be included in the adopted budget. In the event of a significant shortfall in projected revenues for the District, The District and Association shall meet to review savings options. In the event a reduction in work year is required, the parties shall memorialize such an agreement in a Memorandum of Understanding (MOU).

Article 13 – Maintenance of Classroom Control and Discipline

A. School administrators will provide licensed employees with a written student discipline procedure at the beginning of each year and include time for schoolwide calibration on implementation. Staff input shall be required in the development and annual revision of student discipline procedures. Finalized procedures are determined by administration.

B. The written student discipline procedure shall specify circumstances under which an administrator or designee may remove a student from the classroom, including those involving extremely disruptive behavior. The procedure shall require consultation between the licensed employee and the administrator or designee prior to returning the student to class. Final decisions as to the disposition of the student rest with the administration.

C. The written student discipline procedure shall require that incidents are documented into the Student Information System (SIS) and follow-up communication to reporting staff member, homeroom teacher, and relevant staff will occur when one of their students is issued a referral by another staff member.

All communications regarding disciplinary actions shall be handled in accordance with applicable privacy laws and district policies regarding student confidentiality.

D. Student placement and educational plan creation/ modifications that require specialized discipline (plans) must be created with the input of the licensed employee who is responsible for implementing the student's plan.

E. The Student Handbook will be posted on the district website and any changes to behavior procedures will be communicated to staff prior to changes being shared with students and families.

F. Licensed employees will be notified of students entering their class or currently enrolled in their class with individualized discipline or behavioral plans that include potential physical intervention. Licensed employees will be given training and practice in the use of any physical intervention techniques that are identified in the behavior/ discipline plan prior to the student's entry into the general education classroom. Trained, temporary support will be provided until training can occur.

G. Licensed employees may use on-duty time to report alleged criminal behavior at the school to the police after notifying the administration. Licensed employees may be released upon request from classroom duties to file such reports.

H. No licensed employee will be required to regularly assist with catheterization or toileting of any student.

I. Licensed employee authority may be determined in part, from the following sources:
   1. Oregon statutes on discipline, attendance, and exclusion of students, Chapter 339 Oregon Revised Statutes;

   2. Board policies and procedures and administrative regulations;

   3. Student handbook student discipline procedures.

J. The District will adhere to guidelines within current Oregon Revised Statutes.

Article 14 – Personnel File

There shall be one (1) personnel file kept in a central location in the District office for each employee. An employee shall have the opportunity to sign all adverse materials placed in the personnel file; the signature only indicates that the employee has seen the material and does not indicate agreement. Any material added to the file that has or could have a negative impact upon employment shall be shown to the employee prior to its placement within the file. The employee shall have the right to attach a written rebuttal to any material placed in the personnel file. Any employee and/or designee may examine their file at any time. However, a designee must have written permission from the employee to view the material.

An employee may request disciplinary items within his or her personnel file older than ten (10) years be removed by the District. Items that would not be removed include sexual misconduct or harassment, misuse of District resources, theft, and any performance-related issues that have been repeated during the most recent ten years. Items will be removed at the discretion of the superintendent.

Article 15 – District Supplemental Retirement Plan

Section I

A. Supplemental Retirement Buyout

C. Employees who are eligible for retirement on or before June 30, 2016 and have their required years of service based on their hire date (as outlined in Article 15, Section II), will continue to receive the original Supplemental Retirement payments as outlined in Article 15, Section II.

D. As a replacement for the original Supplemental Retirement Plan in Article 15, all other employees who were hired prior to January 1, 2011 will receive monthly payouts as outlined in the table in Appendix E: Supplemental Retirement Buyout Table starting with the September and October payments in October 2011.

   a. Each qualified employee will receive an official letter from the District outlining the amount and number of payments (final payment date) and the stipulations of the payments.

E. These monthly payouts will be made to a 403(b) account that is established by the employee from the list of the District approved vendors.

F. The payments determined by the table in Appendix E are made at the time of the regular monthly paychecks (either 12 or 10). For those employees on 10-month paychecks, the monthly payment will be adjusted accordingly. The payments will be reflected in the employees' pay statement but paid directly to the employees 403(b) account.

G. Monthly payments are made while the employee is working with the District. Payment will be suspended if the employee takes a Leave of Absence as outlined in Article 17A and resume when the employee returns to work.

H. Payments terminate the month after the employee is no longer employed with the district.

I. The final payment is made according to the month calculated in the table in Appendix E, assuming the employee does not leave the District before that date.

J. In the event of the employee's death prior to their final payment, a surviving spouse will receive the remaining payments per the original schedule until the final payment date.

K. Payments will initiate as follows:
    a. Payments will begin in September 2011 for employees whose 403(b) is established and reported to the District.

    b. For those employees whose 403(b) accounts are not established in September, retroactive payments will be made to the account up to November 30, 2011. If the employee account is not established by November 30, retroactive payments will be lost.

    c. After December 1, payments will be made only to employees who have a 403(b) account set up.

L. Any former licensed employee of the District who returns to employment with the District after January 1, 2011 will not be eligible for the Supplemental Retirement or Supplemental Retirement Buyout benefits. However, employees who were on approved leave prior to January 1, 2011 and returned from that leave after January 1, 2011 would still be eligible for these benefits. In addition, employees who were laid off by the District prior to January 1, 2011 and who are recalled within the three-year recall window would still be eligible for these benefits.

M. Any employee who is subject to a reduction in force that results in reduced FTE but continued employment with the District shall continue to receive the full 403(b) contribution as outlined in Appendix E.

B. Work After Retirement/Employment of Retired Licensed Staff Members
Employees who retire from the Philomath School District and who are subsequently rehired by the District are members of the bargaining unit represented by the Philomath Education Association. All contractual rights and benefits under the Collective Bargaining Agreement will be afforded to re-employed unit members, except those rights and/or benefits expressly set forth below as exclusions:

1. Employees who choose to resign during the contract year will be rehired to finish out the contract year, should they request the same. Teachers under a Plan of Assistance for Improvement would be subject to administration approval.
    a. The employee must notify the District of their plans in conjunction with retirement notification (60 days prior to beginning of 2nd semester), and the Board will respond no later than December 20. The employee does not have to retire until February 28.

    b. The employee would continue to work, as a temporary employee at their current contracted salary for a period not to exceed their current contracted work year- and will receive insurance benefits per Article 15 through August.

2. Licensed employees who retire from PERS while working for the District may be rehired for subsequent school years. If retirees are re-employed by the District, the following shall apply:

    a. Re-employed retired licensed employees will be considered temporary bargaining unit members. They will be compensated at the same step and column salary schedule placement as at the time of their retirement and will receive insurance benefits, per Article 15, throughout the period worked. Contract and service time will be subject to any limitations required by PERS.

    b. The re-employed unit member will be fully responsible for completing all retirement arrangements with PERS, including determining the date of retirement, retirement options, etc.

    c. The District will not be responsible for monitoring work hours to ensure that the retired and the re-hired employee does not exceed PERS or Social Security (FICA) limits. Furthermore, the District will not pay or incur any financial liability should the employee exceed PERS or FICA limits.

d. Two employees eligible for retirement during the same period may job share a position if their experience and license qualify them for the position. A single set of benefits will be provided for each full-time position, as per job share details in contract.

3. If a unit member retires mid-year and is rehired under Section 1 of this Article, and is then re-employed under Section 2 of this Article, the contract for the additional year may be reduced subject to any limitations by PERS, if applicable, is not exceeded within the first four (4) months of the additional year's contract. Details of the reduction will be arranged to be mutually beneficial to both the District and the unit member.

4. Both mid-year and full-year re-hired unit members cannot carry forward any unused sick leave. All re-hired unit members under this section will start over at zero (0) sick days and will be awarded, on a monthly basis, one sick day per month worked.

5. This Section B, Article 15, took effect at the beginning of the 1998-99 school year.

Section II

This section outlines the original Supplemental Retirement Plan, which as of September 1, 2011, is only available to those employees who were eligible for retirement on or before June 30, 2016 and as outlined in Article 15 – Section I.

A. Employee Notification Requirement
The District may require sixty (60) days of written notice prior to the effective date of the early retirement. Any eligible employee may retire during the school year pending the Board's approval of the effective retirement date.

B. Employment Prior to January 1, 1995
For teachers who began service in the District prior to January 1, 1995, the compensation and insurance contribution described in subsections 1 through 5 below, shall be provided.
   1. Eligibility
   After nine (9) years of total service with the District immediately preceding his/her retirement and when a teacher reaches the age of 55 or has attained thirty (30) years in PERS, the District shall offer the option of early retirement with compensation for work performed during years of employment for seven (7) years or until the age of 65, whichever occurs first.

2. Insurance
   Employees shall select one of the following two options:

   Option A:
   The District shall contribute up to $1,200 per month (to be adjusted annually according to the agreed-upon percentage increase for working teachers' insurance program) or the cost of two-party hospital-medical and dental insurance, whichever is less, for up to a ten (10) year period or until the employee reaches sixty-five (65) years of age or the retired employee qualifies for Social Security Medicare coverage, whichever is earlier.

   Option B:
   In lieu of any future medical and dental insurance listed in Option A, the employee may select a yearly payout of 50% of the premium at the time of eligibility for the District Retirement Plan for two-party coverage for up to a ten (10) year period or until the employee reaches age sixty-five whichever is earlier. By choosing this option, the employee will not be eligible for insurance coverage in the future due to the carrier's policies on lapse in coverage.

3. In the Event of Death Prior to Age 64
   For employees hired prior to January 1, 1995, in the event of the employee's death prior to the age of 64, the following shall apply: If the spouse of the employee is, at the time of the employee's death, not covered by Medicare, the District shall provide single party hospital-medical insurance for the spouse until the employee would have reached the age of 65 or until the ten (10) year benefit period would have expired, except if the spouse becomes eligible for Medicare during that period of time, the hospital-medical insurance shall be terminated at the point of Medicare eligibility.

C. Employment after January 1, 1995 but prior to January 1, 2005
   For teachers who began service in the District after January 1, 1995, the District Supplemental Retirement Plan will consist of only the insurance contribution described below. These teachers will qualify for this benefit by meeting the requirement for age and PERS status in subsection 1 of this article however, they will be required to complete 12 years of total service to the District.

   Employees shall select one of the following two options: A or B for The District's Supplemental Retirement Plan shall be as follows:

Option A:
Employees hired between January 1, 1995 and prior to July 1, 1997:
For employees hired prior to July 1, 1997, the District shall contribute up to $870 per month (to be adjusted annually according to the agreed-upon percentage increase for working teachers' insurance program) or the cost of two-party hospital-medical and dental insurance, whichever is less, for up to a ten (10) year period or until the employee reaches sixty-five (65) years of age or the retired employee qualifies for Social Security Medicare coverage, whichever is earlier. If the retiree chooses an insurance package costing less than $870 for two-party insurance, then the retiree may receive the difference in the form of a cash payment (less payroll costs).

Employees hired between July 1, 1997 and January 1, 2005
For employees hired following to July 1, 1997, the District shall contribute the premium at the time of eligibility for the District Supplemental Retirement Plan, for single, employee only, medical and dental insurance coverage for up to a ten (10) year period or until the employee reaches sixty-five (65) years of age or the retired employee qualifies for Social Security Medicare coverage, whichever is earlier.

Option B:
In lieu of any future medical and dental insurance listed in Option A, The employee may select a yearly payout of 50% of the premium at the time of eligibility for the District Retirement Plan for two-party coverage for up to a ten (10) year period or until the employee reaches age sixty-five whichever is earlier. By choosing this option, The employee will not be eligible for insurance coverage in the future due to the carrier’s policies on lapse in coverage.

1. In the Event of Death Prior to Age 64
   For employees hired prior to July 1, 1997, in the event of the employee's death prior to the age of 64, the following shall apply: If the spouse of the employee is, at the time of the employee's death, not covered by Medicare, the District shall provide single party hospital-medical insurance for the spouse until the employee would have reached the age of 65 or until the ten (10) year benefit period would have expired, except if the spouse becomes eligible for Medicare during that period of time, the hospital-medical insurance shall be terminated at the point of Medicare eligibility.

D. Employment after January 1, 2005:
   Teachers will qualify for this benefit by meeting the requirements for age and PERS status in subsection 1 of this article; however, they will be required to complete fifteen (15) years of total service to the District.

Employees shall select one of the following two options (A or B) for the District's Supplemental Retirement Plan:

Option A:
The District shall only contribute the premium at the time of eligibility for the District Supplemental Retirement Plan, for single, employee only, medical and dental insurance coverage for up to a five (5) year period or until the employee reaches sixty-five (65) years of age or the retired employee qualifies for Social Security Medicare coverage, whichever is earlier.

Option B:
In lieu of any future medical and dental insurance listed in Option A, the employee may select a yearly payout of 50% of the premium at the time of eligibility for the District Retirement Plan for single, employee only for up to a five (5) year period or until the employee reaches age sixty-five whichever is earlier. By choosing this option, the employee will not be eligible for insurance coverage in the future due to the carrier's policies on lapse in coverage.

E. Employment after January 1, 2011: No Supplemental Retirement benefit will be available for employees hired after January 1, 2011.

Article 16 – Paid Leaves

A. Sick Leave
Employees are entitled pursuant to ORS 332.507 to ten (10) days of sick leave per year. Sick leave will be unlimited in accumulation. Any of these days per year may be used for illness within the teacher's immediate family, for a teacher attending the birth or adoption of his/her child, or for any other reason permitted under Oregon law. The teacher's immediate family is defined as people living under the same roof as the employee, the employee's mother, father, and/or adult with whom the employee has had a parental relationship, as well as the employee's children and siblings. Sick leave may be transferred in as per ORS 332.507. Employees may use sick leave for up to (5) five days per year for personal reasons as outlined in section B of this article.

B. Personal Reasons:
1. The intent of this language is to allow employees to be absent from work due to special circumstances. Employees may use up to five (5) days per year of designated sick leave for personal absences as stated in Section A of this article. Employees are encouraged to limit these absences, if at all possible. There are two categories of personal reasons: (a) Emergency, and/or unexpected events and (b) anticipated events.
    a. For situations of emergency and/or unexpected leaves, the staff member is required to contact the school using the same procedures as if he or she were ill.

b. For anticipated events the following criteria must be met:
   I. The request is made at least two weeks prior to the event.

   II. No more than 10% of the staff may be on a personal reason absence from any building on the same day except for staff at Philomath Academy, Blodgett, and Clemens Primary School.

   III. A substitute can be secured for the date(s) requested.

   IV. Cannot be used during the first or last 5 days of instruction without prior approval of the superintendent.

2. Employees accumulated sick leave may be used for reasons stated in A, above, and will not be subtracted from unused personal reason days until sick leave is exhausted. C.

C. Incentives
Any licensed employee with two or fewer total absences, represented in Article 16(A) and 16(B) of this contract, during the school year will be awarded $150.

D. Accumulated Sick Leave Benefits for Tier One and Tier Two PERS Retirement:
The District shall participate in the PERS Unused Sick Leave Program, established under Oregon law. This participation shall allow qualifying licensed employees to use one half (1/2) of their unused accumulated sick leave as a factor in their PERS retirement or disability retirement pension formulas.

E. Bereavement Leave
1. Employees will be granted up to five (5) days of leave for death in the immediate family with the approval of the Superintendent.

2. Immediate family shall be defined as follows; others may be approved at the discretion of the Superintendent: Spouse; Child, grandchild, grandparent; Mother, father, sister, brother; Mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in- law; niece and nephew; Stepfather, stepmother, stepchild; Aunt, uncle; or anyone living in the immediate household of an employee.

3. Any other person designated under Oregon law.

F. Professional Leave

The Superintendent may grant members leaves of absence with pay for the purpose of attending educational conventions, professional meetings, professional institutes, and other activities which improve the teacher's professional ability, performance, and his/her quality of instruction. Licensed staff will be encouraged to visit other school districts in order to evaluate school programs. Out-of-state travel will have prior Board approval.

1. Travel: Attendance at educational conferences and visitation to other schools must have approval from the Superintendent. Forms for such requests will be made available by the Superintendent.

2. Expenses: The authorized use of personal car for school purposes must have prior approval from the Superintendent and approved mileage shall be reimbursed at a rate to be determined by the IRS each year. The District will pay all other expenses approved by the superintendent.

G. Sabbatical Leave

1. Contract teachers in District 17J may be granted, with the approval of the administration and the Board, one year of sabbatical leave for advanced study or equivalent (work experience, travel, etc.).

2. A minimum of five years of experience within the District shall be required.

3. An employee on sabbatical leave will not forfeit any of his/her privileges under the retirement law, insurance benefits, salary increment or sick leave to which he/she would be entitled if in continuous service. Regular payroll deductions for retirement, insurance, state and federal taxes, etc., shall be made from the salary granted the employee. The employee's salary shall be one-half (1/2) of the monthly salary to which the employee would have been entitled had the employee not been on leave. Employee contributions to the retirement fund will be made by the employee. The name of the person on sabbatical leave will be retained on the District payroll, and the absentee shall keep the District Clerk advised as to where the monthly checks are to be forwarded.

4. A licensed employee will be eligible for other sabbatical leaves on the basis of one (1) year for every seven (7) years of service.

5. Application for sabbatical leave from eligible staff members shall be secured and filed in duplicate in the office of the Superintendent. The following procedure shall be in effect:

    a. November 15-February 15: Applications will be accepted by the Superintendent.

    b. No later than March 31: Notification of all applicants of the decision by the Board of Education.

    c. An affidavit will be signed by the applicant promising to return to the District and to work two (2) times the amount of time taken for the sabbatical leave. A one (1) term sabbatical leave would require one (1) or more years of service to the District.

    d. The salary advanced in a standard contract year by the District during the term(s) of sabbatical leave will be considered to be an interest-free loan. The loan shall be cancelled after the completion of the subsequent service to the District as required under Section c., above. If the subsequent service is not fulfilled as required under Section c., above, the loan shall be prorated and accrue interest from the date of completion of the sabbatical leave at the interest rate charged at that time by the Benton County Schools Credit Union for new car loans. The loan shall be repaid by the employee on a monthly basis over the next two (2) years, beginning with the month following notice that the employee will not complete the service.

    e. A staff member who is prevented by death or illness from completing the subsequent service will be considered as having completed the terms of this Agreement to the District. If illness or death prevents the continuance of the sabbatical term, the sabbatical leave may be revoked by the Board.

    f. The number of applications approved in any one (1) year shall not exceed one (1) staff member per year.

    g. In cases wherein the applicants for said leave shall exceed the agreed figure, applications shall be screened and decided by the Board.

    h. Staff members on leave may not hold other remunerative positions unless such activity is approved work experience. The amount earned by the employee through approved work experience shall not exceed the total salary the employee would have received if he/she had been on a regular teaching contract. The amount earned by the employee must be reported to the District and will be deducted from the following paycheck(s) by the District. This does not apply to grants.

i. A staff member on sabbatical leave shall be entitled to the District tuition reimbursement policy.

j. A staff member on sabbatical leave must be enrolled for not less than twelve (12) graduate hours, or the corresponding hours on a semester basis (or approved equivalent work experience or travel activity).

k. If evidence has been obtained that a teacher on sabbatical leave is not fulfilling the purpose for which the leave was granted, the Board may terminate the sabbatical leave. The teacher shall be given an opportunity to be heard by the Board regarding the issue.

l. A staff member on sabbatical leave will be reassigned the same position in the District upon his/her return from the sabbatical.

m. If an applicant disagrees with the decision of the Board s/he will file through the regular grievance procedure of the Master Contract.

6. A staff member on sabbatical leave shall be paid one-half (1/2) of his or her monthly salary for the duration of the sabbatical leave. The monthly salary allowance shall not exceed the amount of his/her regular salary which he/she would have received if he/she had not been on sabbatical leave. If the said leave is for one (1) semester, the teacher would be paid the amount above for each month of the leave. If for more than one (1) term, it would still be figured on a monthly basis as above.

H. Partial-Day Leave
When an employee requests reasonable access to leave (e.g., non-recurring, specialized appointments, etc.) for less than one-half of a day, the employee may take such leave (without a deduction in their available leave hours) if they can arrange coverage with another licensed colleague (thus avoiding the need for a paid substitute teacher). Such arrangements require prior approval from the building administrator or their designee.

I. Worker's Compensation and Paid Leave Oregon The District shall provide Worker's Compensation and Paid Leave Oregon as required by law. Employees shall have the option of using partial days from their accrued sick leave to keep their salaries whole while accessing either of these insurance benefits. In such cases, accrued sick leave shall be deducted in hourly portions at the amount necessary to keep the employee whole.

Article 17 – Other Leaves

A. Leave of Absence

Any licensed employee who wishes to take an extended unpaid leave from the District may do so with the approval of the Board. Up to two (2) years unpaid leave of absence may be granted. A licensed employee on extended unpaid leave shall notify the District of their intent to return from such leave no later than March 15th of the year prior to anticipated return. Upon their return, the licensed employee will be rehired at a teaching position for which that person is licensed and placed at the appropriate step on the salary schedule. Licensed employees are not eligible for benefits during unpaid leave.

B. Parental Leave

Parental leave will be administered according to statute. The District shall grant a leave of absence without pay (with the exception of the applicable leave provisions pursuant to Article 16) to teachers for reasons of parenting or adoption. During a parental leave, a teacher may maintain, but not add to, sick leave or other employee benefits accumulated prior to the leave.

The duration of the leave shall not exceed one (1) year inclusive of any parental leave taken under state law and shall be subject to the mutual agreement of the teacher and the District. The District may extend the leave upon request.

This section shall not be interpreted to guarantee a position for a probationary employee returning from parental leave, if such re-employment would require the termination of a contract employee.

C. Donated Leave

After all paid leave benefits, when applicable, are exhausted for a licensed employee, if personal circumstance requires this employee's continued absence from work, the District will allow Association members the ability to donate sick leave in eight (8) hour increments to the designated employee. The employee requesting leave may only receive up to a total of eighty (80 hours) of donated leave for the current contract year. Unused donated sick leave will be returned to the donating employee(s) on a pro-rata basis.

Requests from licensed employees should be made directly to the Association. If approved by Association leadership, the Association will solicit donations from other licensed staff members. The Association will share information with the District for administration of the donation and application of leave as needed.

Article 18 – Insurance

A. The Association has choice of carrier and coverage for the insurance program.

B. For the 2025-2026 insurance years, the District will contribute a monthly amount not to exceed a $1,300 cap. For the 2026-2027 insurance year, the District will contribute a monthly amount not to exceed a $1,400 cap.

C. The District shall offer a Section 125 plan to all employees.

D. The District shall contribute $80,000 for each year of this contract into an Insurance Pool. The intention of the Insurance Pool is to lower the out of pocket costs for the medical insurance of current bargaining unit members especially those requiring higher cost tiers such as full family. The Insurance Pool is an additional benefit that is not part of the insurance cap outlined in Subsection B. The Insurance Pool will be managed by the Association.

E. All teachers who work one-half (1/2) time or more will receive prorated benefits up to full time employment. Teachers who work full time are eligible for full benefits. This amount may be utilized to purchase benefits in accordance with the underwriting requirements of the respective programs. If additional benefits are desired within the fringe benefit program the amount shall be by payroll deduction. Teachers who work less than one-half (1/2) time are not eligible for benefits.

F. In the event the District reduces the hours of an employee to between 75% and full time (0.75 FTE), the employee is eligible for the same medical insurance coverage benefit he/she had before the reduction in force (monthly insurance program contribution). All other mandated costs such as PERS, FICA, etc. shall be pro-rated based on the employee's FTE. This provision is only applicable to employees who are subject to a reduction in force and is not applicable to employees who voluntarily reduce their FTE.

G. The benefit programs identified herein shall be provided only in accordance with the underwriting rules and regulations as set for by the carrier(s) in the policy (policies) retained by the policyholder.

H. In the event the amount paid by the District toward the premiums of health insurance for each eligible employee is less than the actual cost of that insurance, then each affected employee shall pay the difference through payroll deduction.

I. The District will not be obligated and shall not pay for any additional medical, vision, and/or dental expenses not covered by the insurance carrier(s). Such expenses shall be the sole obligation of the employee(s) incurring them.

J. If a licensed employee opts out of medical coverage, the District's contribution in excess of a single employee's actual coverage premium shall be distributed as follows: $350 per month will be returned to the employee as a salary adjustment. The teacher may only opt out during the open enrollment period. This option is only available if the Carrier allows this option.

K. If two members of a family are both employed by the District and are legally married or qualify for a Certificate of Domestic Partnership, the District shall provide a fully funded single-family insurance plan in lieu of two separate plans if there is a savings to the District. This option is only available if the Carrier allows this option.

L. Long-Term Disability: The District will offer long-term disability insurance as part of the overall insurance package. The District will cover the cost of the long-term disability insurance.

M. Short-Term Disability Insurance: The District shall make short-term disability insurance available. Such insurance shall be optional and employee-paid.

N. Paid Leave Oregon:
   a. The District will provide Paid Leave Oregon to all licensed staff members as required by law. The District will be responsible for payment of the 40% of the contribution rate. Each licensed employee will be responsible for 60% of the contribution rate.

   b. Employees shall have the option of using partial days from their accrued sick leave to keep their salaries whole while accessing this benefit. In such cases, accrued sick leave shall be deducted in hourly portions at the amount necessary to keep the employee whole.

Article 19 – Compensation

A. Salaries

1. The salary schedules in appendix A are hereby incorporated into this Agreement.

2. Appendix A-1 shall be the 2025-2026 salary schedule and shall reflect a 4.50% cost of living increase from the 2024-2025 salary schedule.

3. Appendix A-2 shall be the 2026-2027 salary schedule and shall reflect a 4.00% cost of living increase from the 2025-2026 salary schedule.

4. The experience stipend shall be equal to a two percent (2.0%) increase from the salary of the highest step in each column for the 2025-2026 school year and shall be equal to a two and a half percent (2.5%) increase from the salary of the highest step in each column for the 2026-2027 school year. Licensed staff members shall be eligible for the experience stipend if they have completed one full service year at the highest step of their respective column. Bargaining unit members shall receive the experience stipend at the beginning of their second year at the highest step and thereafter while they remain in that column.

5. The Limited License, Three-Year Professional Technical, and Restricted Transitional licensed employees will start on the BA column and advance down that column one (1) year for every two (2) years of experience in the field in which they will teach.

6. Up to fourteen years of experience may be brought into the District for placement on the salary schedule provided that these experience years do not exceed the years previously provided to a current bargaining unit member with the same licensure who was not granted the same credit for experience that they otherwise would have been eligible for when they began work in the District.

7. The co-curricular schedule in Appendix C is hereby incorporated into this Agreement. For the 2025-2026 work year, the Athletics and Activities subsections of Appendix C shall be increased by 6% over their 2024-2025 stipend rates. District Level Positions shall remain the same. For the 2026-2027 work year, the Athletics and Activities subsections of Appendix C shall be increased by 6% over their 2025-2026 stipend rates. District Level Positions shall remain the same.

8. If a licensed staff member completes the necessary credits for advancement to a higher educational level on the compensation schedule, an adjustment in placement on the schedule, to be effective in the subsequent year, will be made only if the licensed staff member completes the following process:

    a. Completes the *Salary Schedule Column Advancement* form for pre-approval of credits and

    b. During the month of September, notify the District Office with verification of successful completion of approved, additional coursework. "Successful Completion" will be defined as receiving a "C" grade, "Pass", or better.

9. Licensed staff may utilize the column formula that best reflects the total number of credits earned for column placement and advancement on the salary schedule.

B. Tuition Reimbursement

1. An employee may advance on the salary schedule by obtaining college credits, Seat Hours/District Credit, or a combination of both. College courses which are not preapproved, may not count toward the advancement on the salary schedule if it does not meet the criteria found in Article 19, B(6). Approved credit may be earned by taking courses in a regular college curriculum, serving on District or School Site Councils, workshops, or continuing education courses and others as approved by the Superintendent. Credit will be earned in courses that do not grant normal college credits by completing twenty (20) clock hours of workshop or continuing education participation for each quarter hour of credit. Workshops or courses in a variety of subjects relevant to the teacher's assignment and of less than twenty (20) hours each may be accumulated to meet the twenty (20) hour requirements.

2. If college credit is obtained by attending a workshop, it must fulfill university level requirements and require additional coursework to equate to 20 hours.

3. Seat Hours/District Credit must be pre-approved and request must include workshop description and number of seat hours to be earned. Hours must be outside of the regular workday, twenty (20) seat (clock) hours equals one (1) District Credit. District will not reimburse employees for the cost of attending the workshop (meals, mileage, etc.). Seat Hours are not reimbursable expenses, unless the principal directs teacher attendance.

4. Full-time employees may be reimbursed for up to six (6) credit hours during each three (3) year period beginning with the first year of employment with the District. Full-time employees in steps 0 to 5 may be reimbursed for up to an additional three (3) credits during each year. Contract employees who work half-time or more will receive full tuition reimbursement benefits. Contracted employees less than .5 FTE may be reimbursed for a pro-rata share of the allowable credit hours based upon their FTE.

5. Courses taken for reimbursement shall be pre-approved by the building principal and the superintendent.

6. Approval shall be based on the following criteria:
   a) Professional advancement or professional growth for the teacher;

   b) Educationally appropriate;

   c) Related to present or future teaching/co-curricular assignments; and

   d) Oregon Professional License.

7. Reimbursement must be requested within six months of course completion. Reimbursement request is to include proof of payment and a copy of transcript showing successful completion of course ("C" grade or better or "Pass.") Travel and meals are not reimbursable. Reimbursement will be granted during any of the three (3) years. However, if the teacher leaves the District before s/he works the full three (3) years, the District must be repaid the portion not earned.

C. Continuing Professional Development
   1. The District will provide certificates for hours to be applied toward Professional Development Units for all District In-service activities.

   2. Teachers will be responsible for their own Professional Development Plan, listing courses and units for the site principal or advisor's approval.

   3. All credits eligible for tuition reimbursement (Section B of this article) shall be certified by the District as Professional Development units.

   4. Licensed staff pursuing a Professional Teaching License through an Advanced Professional Development Program must develop a robust professional learning plan in collaboration with school administration or supervisor. If desired, licensed staff member may include a related professional of his/her choosing to provide support and plan

advising. The individual Professional Learning Plan must be approved by the principal and superintendent.

5. Professional Development Units may apply toward movement on the salary schedule. Coursework, professional conferences, publications, peer or student mentoring, site committees, action research, or other activities accepted by TSPC as Professional Development Units will apply towards movement on the salary schedule, when earned outside the regular workday.

6. The District will not unreasonably deny credit for Professional Development Units.

7. Disputes about completion of Professional Development Units and/or Continuing Professional Development Plans may be resolved through the grievance procedure found in this collective bargaining agreement upon request by the teacher.

8. All plans will be developed on a three or five year licensing cycle. Review and/or changes in the plan will be initiated by the unit member.

D. Loss of Preparation
If the District requests a licensed staff member to give up a preparation period or other work time when not assigned to students to substitute for another licensed staff member, he or she will be compensated at the individual's hourly rate. The employee may decline the request. The employee will be compensated for actual time worked, but for no less than one hour.

E. Activities Chaperoning/Supervision
1. Teacher participation in co-curricular activities shall be voluntary. All activities will be compensated by the Philomath School District at a rate of $22.50 per hour.

2. Supervision/chaperoning of all school activities requiring travel away from Philomath shall be left to the discretion of the building principal.

F. Mileage
Teachers who receive prior approval from the District and use their vehicles for District business will be reimbursed at the current IRS mileage rate.

G. Public Employees Retirement System Effective March 1, 2003 the District agrees to assume and pick up the employee's contribution to the Public Employees Retirement System/OPSRP.

H. Licensed Specialists:
A licensed specialist is an experienced teacher who steps outside the classroom to take on a specialized role that is created by the District.

As need may arise, the District, may establish additional or discontinue current licensed specialist positions.

The licensed specialist positions are positions that include an additional stipend for the additional expectations required of these positions. These stipends are included in Appendix D. Current specialist positions consist of the following:

- Dean of Students;
- English Language Development (ELD) Specialist; and
- Response to Instruction and Intervention (RTIi) Specialist.

Unless otherwise indicated, licensed specialist positions are subject to all applicable terms of the CBA.

The Dean of Students position shall be limited to no more than three years in duration. Following completion of the first year in the Dean of Students role, a bargaining unit member shall have rights to transfer back to position left at time of hire to Dean of Students role, should that role continue to be available. At the expiration of the three years, a bargaining unit member shall be transferred back into a position for which they are licensed.

If the District intends to create a new licensed specialist position, notice of that intention shall be provided to the Association. The parties shall meet prior to the posting of the position to determine any possible bargaining or contractual implications related to the new position.

I. Position-Specific Stipends:
Specific positions within the District are acknowledged to require an additional stipend for purposes of recruitment and retention of qualified staff. Individuals in the following licensed positions shall receive an annual stipend, prorated by FTE for the position.

a) Special Education Teacher/ Case Manager in the amount of $2,500.
b) Speech Language Pathologist/ Case Manager in the amount of $2,500.

J. Pep Band Instructor
The pep band instructor, if required to participate in playoffs, will be compensated on an hourly basis at the co-curricular rate when these playoffs occur beyond the hours of the normal teaching day.

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K. Electronic Deposit Permit employees to be paid through electronic deposit.

L. Gate Duty

The District supports the implementation of a 'Gate Duty' stipend, open to all District employees, for purposes of ensuring adequate coverage for ticket sales at District-sponsored interscholastic athletics. In addition, availability of this stipend is intended to minimize need for staff overtime and to provide equitable opportunity for any interested, trained staff member.

The need for this stipend is the result of limited volunteer availability and the availability of credit card payments, which may be made on-site, for District events. Both combine to make gate responsibilities involve additional training and responsibility.

It is understood that the word "session" is used regarding Gate Duty. For this responsibility, payment is made per "session" instead of hourly. When assigned Gate Duty, the staff member shall be reimbursed $45.00 per session. The duties defined include ticket seller or ticket taker. Although crowd control is not specifically defined in the list of duties, all staff on-site during an event share responsibility for student behavior in and around their respective posts. These duties are not positions as defined in the current Collective Bargaining Agreement (CBA).

The following protocols will be followed for Gate Duty assignments:

1. Staff responsible for events will make every effort to find a volunteer to assume Gate Duty responsibilities. Volunteers have priority to fill this need.

2. Any staff member or volunteer responsible for Gate Duty must be trained in essential responsibilities.

3. Gate Duty staff member is to arrive 30-45 minutes prior to start of game and ends according to the following schedule.
   a) Football: End of 2nd Quarter of Each Game
   b) Volleyball: End of 2nd Game in Varsity Match
   c) Basketball: End of 2nd Quarter in Final Game
   d) Wresting: Approximately ¾ time through Match.

The administrator responsible for the event will excuse Gate Duty staff and take gate receipts.

Article 20 – Policy Handbook/ New Staff Orientation

The District shall ensure that all newly hired licensed employees receive a comprehensive onboarding process that includes a new staff orientation and handbook. Handbook will be updated each year with input from the Association. New hires and any collaborating Association members will be paid for all hours of attendance at their per-diem rate for the new staff orientation.

New Staff Orientation shall include information on the following:

A. Facility Access
B. Facility Alarm System Instructions
C. Distribution of Technology Equipment and Accounts
D. Staff Evaluation Procedures and Identification of Formal Evaluator

Policy Handbook:
The District shall ensure that District Policies are updated and available online for download at the District website. Any employee may print a copy of policies on a District printer.

Collective Bargaining Agreement:
New hires will receive the most up-to-date copy of the contract CBA as part of their electronic New Hire Checklist or may print directly from the District website.

The Association President, building representatives, and all other licensed employees will have electronic access to the most current CBA and may print directly from the District website.

Article 21 – Personal Freedom

The personal life of an employee is not a matter of appropriate concern of the District Board, unless it substantially impairs their fitness to teach.

Article 22 – Individual Contracts

An individual contract between the District Board and a unit member executed during the term of this Agreement shall be subject to and consistent with the terms and conditions of this Agreement.

Article 23 – Criticism

Any criticism by a supervisor, administrator, or Board member of a teacher and their instructional methodology shall be made in confidence and not in the presence of students, other teachers, parents, or at other public gatherings.

Article 24 – Employee Discipline

A. Employees shall not be disciplined, reprimanded, or reduced in rank or compensation without just cause and due process. Just cause and due process in this Agreement mean:

1. The employee will be given timely written notice of charges against them.

2. There will be a thorough and fair investigation of the charges before any discipline is administered.

3. The employee required to attend a meeting regarding a matter which could affect the continued employment of the employee shall be given the reasons for the meeting at least forty-eight (48) hours in advance of the meeting.

4. The employee shall have the right to have representatives of their choice present at any meeting of an investigatory nature with a supervisor or the Board, which they reasonably believe might result in disciplinary action.

5. All information forming the basis of disciplinary action will be made available to the employee at the employee's request.

6. There must be substantial evidence or proof that an employee is guilty as charged.

7. Discipline will be administered in a way that is reasonably related to the offense and to the record of the employee.

8. Disciplinary actions will be applied evenhandedly.

9. The employee had forewarning or foreknowledge of the possible or probable disciplinary consequences of their conduct, except for those offenses (including theft, insubordination, and intoxication on the job) which by common knowledge the employee may properly expect to be disciplined.

10. The District's rule or order is reasonably related to the orderly, efficient or safe operation of the schools.

B. The District has the right to suspend an employee pursuant to ORS 342.805 to 342.937.

C. The dismissal or nonrenewal of an employee shall be subject to the requirements set forth in ORS 342.805 to 342.934 and shall not be governed by this article, nor does it apply to assignment or retention in extra-duty positions.

Article 25 – Association Dues

A. General Procedures:
The District agrees to deduct monthly dues paid by members of the Association (PEA, OEA, and NEA dues) beginning with the first paycheck. These dues shall be remitted by electronic funds transfer to the Association.

Members of the Association hired after the beginning of school shall have such deductions prorated according to the portion of the year employed pursuant to Association policies.

B. Membership Withdrawal: Anytime a bargaining unit member withdraws their Association membership during the school year, dues shall continue to be deducted through the end of the school year for any bargaining unit member who has not withdrawn their Association membership by September 15th of that year. This will not apply to bargaining unit members who resign or have their employment with the District terminated prior to the end of the school year.

C. Hold Harmless: The Association agrees to hold the District harmless from any claim brought against the District as a result of the provisions of this article, if the District notifies the Association within thirty (30) days of such claim and tenders to the Association the defense of such claim.

Article 26 – Classroom Enrollment

Since it is important that class enrollment issues be resolved as rapidly as possible, every effort should be made to expedite the process. The time specified may, however, be extended by mutual agreement.

If a licensed staff member believes that their classroom enrollment creates an unmanageable and/or unsafe learning environment, they may document the concerns and submit same to the principal. The licensed staff member shall first discuss it with their principal or immediate supervisor, either directly or through a representative, with the object of resolving the matter informally. If the matter is not resolved informally, the concern will be reduced to writing and delivered to the principal or immediate supervisor within twenty (20) calendar days of the of a change in classroom enrollment that may contribute to the concern. If a solution is reached at this level, the process stops.

If, within ten (10) calendar days, the solution reached by the principal/supervisor is not acceptable to the licensed staff member or if no decision has been rendered within ten (10) calendar days after reporting the written concern, the licensed staff member may appeal to the Superintendent. Within ten (10) calendar days after the receipt of the written concern by the Superintendent, the Superintendent or their designee shall meet with the teacher in an effort to resolve it. If the Superintendent's decision is not acceptable, or if no decision has been rendered within ten (10) calendar days after the meeting, the licensed staff member may appeal to the Board. The decision of the Board will be final and binding on the parties.

Article 27 – Job Sharing

Education programs must be the primary consideration in determining whether a job is to be shared.

Job share assignments shall be filled only by staff who have jointly agreed to work together.

A. Applicability:
   Job sharing shall refer to two qualified employees sharing one full-time position. The responsibility for determining whether or not a position is to be shared shall rest with the building principal and be authorized by the Superintendent.

B. Application Process
If two employees wish to job share, they shall jointly submit a WRITTEN plan to the Superintendent by April 1, counter-signed by the building principal signifying his/her acceptance of the request. Job sharing may be granted annually upon mutual agreement of the two employees, and with the approval of the building principal and the Superintendent. A new plan must be submitted each year. The plan submitted will identify the specific curriculum area to be job shared and other responsibilities of each of the job share participants.

C. Work Rules
Teachers who job share shall include proposed teaching schedules in the initial plan. In addition, both employees shall attend all open houses, parent conferences, and work full days on all non-student contact days.

D. Compensation
Compensation shall be prorated to reflect the fraction of the position being shared. The experience and educational step for the teacher will be the same as he/she would be entitled to if employed on a full-time basis. The two participants may divide benefits so that the cost to the District will not exceed the normal benefits for one (1) full-time employee.

Retirement will be in compliance with the legal requirements and contractual terms. Sick Leave: Each job sharer will receive five (5) full days of sick leave per school year. Unemployment insurance and workers' compensation shall be provided.

Article 28 – Vacancies and Transfers

A. Notification of Vacancies:
As bargaining unit positions become available or are created, they will be posted through an email announcement to licensed staff on District website for ten (10) days prior to being filled. Teachers interested in a posted position may complete an internal application. Current employees will be granted an interview along with other candidates for the position.

B. Hiring Committees:
Hiring committees shall be formed for the purpose of filling licensed vacancies as part of the hiring process. All licensed staff at the related grade or subject level of the vacancy shall be invited, but not required, to participate as a member of the hiring committee. Committees shall be trained and shall provide a recommendation for hire to school and district administration. Final decisions rest with administration.

C. Request for Voluntary Transfer:
Requests by a professional employee for transfer to a different class, building, or position shall be made in writing to the Superintendent by April 1 of each year or after the schedule is finalized, whichever is later. The application shall set forth the reasons for the transfer request, the school, grade, or position sought, and the applicant's academic qualifications. A copy of the application shall be posted to the District Staff Resources web page no later than April 1 of each year.

A transfer request will remain active through October 1 of the following school year.

When a vacancy occurs in the class, building, or position to which the licensed employee has requested transfer, the Superintendent shall notify the licensed employee of the vacancy as soon as reasonably possible. If the request for transfer is denied, the Superintendent shall provide the licensed employee with a written statement of the reason(s). All active transfer requests shall be considered and either granted or denied prior to the posting of vacancies outlined in Section A of this Article.

D. Involuntary Transfer
An involuntary transfer will be made only after a meeting between the licensed employee and the Superintendent, at which time he/she will be given the reasons for the transfer.

When a licensed employee is involuntarily transferred, they will have the opportunity to make known to the Superintendent their wishes regarding a new assignment.

Article 29 – Teacher Preparation Time

A. Teachers in grades 6-12 shall be provided the equivalent of one (1) class period during a normal student contact day for preparation.

B. Teachers in grades K-5 shall be provided 30 minutes per day or 150 minutes per week for preparation time. Teachers in grades K-5 shall be provided thirty (30) continuous uninterrupted minutes daily for the teacher’s use in planning for his/her teaching assignment. The District shall schedule each 30-minute block between the time when students are required to report to class for instruction in the morning and the time when students are dismissed from instruction in the afternoon. Expedited bargaining will happen if schedule change occurs. (Semester vs Trimester).

C. Licensed staff shall not have required student supervision responsibilities during their preparation period or lunch time.

Article 30 – Labor Management Committee

The district and the Association agree to maintain a Labor Management Committee for the terms of this Agreement. The Labor Management Committee will typically involve one or two representatives from the District and the Association, respectively. The committee will attempt to meet monthly for the purposes of addressing issues and continuously improving the state of labor relations between the District and the Association.

Article 31 – School Safety

The District will maintain a District-Wide Safety Protocol. Licensed staff shall receive annual written notification of the District-Wide Safety Protocol and be notified of any changes that occur.

The District-Wide Safety Protocol will include:

- Threat Assessment Protocol
- Communication Protocol

The District will maintain an active Safety Committee, developing and refining protocols for various safety concerns, including report, response, and communication process.

A. Immediate Threats:
If a licensed employee believes that there is an immediate threat to student and/or staff safety, the licensed employee may request immediate assistance from an administrator or other designated school safety personnel to alleviate the dangerous situation in order to restore a safe and secure learning environment for all members of the classroom with minimal disruption. School administration will take necessary steps, including documentation of the dangerous situation and a threat assessment protocol, if needed, to respond to these acute instances as part of the course of normal operations.

B. Surveillance Video:
The District may install and utilize surveillance video equipment for the purposes of monitoring school safety and security. When issues of school safety or security require that video footage needs to be viewed, school administrative staff will be responsible for reviewing that footage.

Information derived from electronic surveillance will not be used for purposes of staff supervision and/or evaluation and does not exist for such purposes.

This provision does not preclude the District from investigating a claim of potential employee misconduct if such an investigation is prompted by a review of the electronic surveillance for a bona fide school safety or security need. In such instances, the bargaining unit member and their PEA representative (if applicable) shall be provided a copy of the video footage on the onset of the investigation.

Prior to the utilization of the surveillance video equipment at a worksite, licensed employees shall be informed of the location and purpose of such equipment by their building principal. Newly hired licensed employees shall be informed on the location and purpose of any such equipment that has been previously installed.

C. Facility Security/ Access
All facilities in the District will have lockable exterior doors. Licensed staff will be issued working keys to any doors they need access to in the course of their normal duties.

Appendix A-1: 2025-2026 Licensed Salary Schedule

2025-26	Step	BA	BA+30	BA+60	MA/BA+75	MA+45/ BA+105
4.5% COLA	1	$ 46,307	$ 48,298	$ 50,335	$ 51,399	$ 53,576
	2	$ 48,159	$ 50,229	$ 52,348	$ 53,455	$ 55,719
	3	$ 50,086	$ 52,239	$ 54,442	$ 55,593	$ 57,948
	4	$ 52,089	$ 54,328	$ 56,620	$ 57,817	$ 60,266
	5	$ 54,173	$ 56,501	$ 58,885	$ 60,130	$ 62,677
	6	$ 56,340	$ 58,761	$ 61,240	$ 62,535	$ 65,184
	7	$ 58,593	$ 61,112	$ 63,690	$ 65,036	$ 67,791
	8	$ 60,937	$ 63,556	$ 66,237	$ 67,638	$ 70,503
	9	$ 63,374	$ 66,099	$ 68,887	$ 70,343	$ 73,323
	10		$ 68,742	$ 71,642	$ 73,157	$ 76,256
	11		$ 71,492	$ 74,508	$ 76,083	$ 79,306
	12			$ 77,488	$ 79,126	$ 82,478
	13				$ 82,291	$ 85,777
	14				$ 85,583	$ 89,209
	15					$ 92,777
Experience	2.0%	$ 64,642	$ 72,922	$ 79,038	$ 87,295	$ 94,632

Appendix A-2: 2026-2027 Licensed Salary Schedule

2026-27	Step	BA	BA+30	BA+60	MA/BA+75	MA+45/ BA+105
4.0% COLA	1	$ 48,159	$ 50,229	$ 52,348	$ 53,455	$ 55,719
	2	$ 50,086	$ 52,239	$ 54,442	$ 55,593	$ 57,948
	3	$ 52,089	$ 54,328	$ 56,620	$ 57,817	$ 60,266
	4	$ 54,173	$ 56,501	$ 58,885	$ 60,130	$ 62,677
	5	$ 56,340	$ 58,761	$ 61,240	$ 62,535	$ 65,184
	6	$ 58,593	$ 61,112	$ 63,690	$ 65,036	$ 67,791
	7	$ 60,937	$ 63,556	$ 66,237	$ 67,638	$ 70,503
	8	$ 63,374	$ 66,099	$ 68,887	$ 70,343	$ 73,323
	9	$ 65,909	$ 68,742	$ 71,642	$ 73,157	$ 76,256
	10		$ 71,492	$ 74,508	$ 76,083	$ 79,306
	11		$ 74,352	$ 77,488	$ 79,126	$ 82,478
	12			$ 80,588	$ 82,291	$ 85,777
	13				$ 85,583	$ 89,209
	14				$ 89,006	$ 92,777
	15					$ 96,488
Experience	2.5%	$ 67,557	$ 76,211	$ 82,603	$ 91,232	$ 98,900

Appendix B – Salary Schedule Index Factors

Step	BA	BA+30	BA+60	MA/BA+75	MA+45/ BA+105
1	1.040	1.043	1.087	1.110	1.157
2	1.082	1.085	1.130	1.154	1.203
3	1.125	1.128	1.176	1.201	1.251
4	1.170	1.173	1.223	1.249	1.301
5	1.217	1.220	1.272	1.298	1.354
6	1.265	1.269	1.322	1.350	1.408
7	1.316	1.320	1.375	1.404	1.464
8	1.369	1.373	1.430	1.461	1.523
9		1.427	1.488	1.519	1.583
10		1.484	1.547	1.580	1.647
11		1.544	1.609	1.643	1.713
12			1.673	1.709	1.781
13				1.777	1.852
14				1.848	1.926
15					2.004

Appendix C-1: 2025-26 Co-Curricular Salary Schedule

Athletics	***Year 0-4***	***Year 5-9***	***Year 10+***
Athletic Director	7,798.42	9,468.98	11,139.54
Head Coach	4,733.96	5,291.52	5,849.08
Assistant Coach	3,314.62	3,704.70	4,093.72
Middle School	2,982.84	3,333.70	3,684.56
HS Athletic Supervisor	5,848.02	5,848.02	5,848.02
MS Athletic Supervisor	1,979.02	1,979.02	1,979.02
District Level Positions	***Year 0-4***	***Year 5-9***	***Year 10+***
Instructional Specialist: ELD	7,212.00	7,212.00	7,212.00
Instructional Specialist: RTIi	7,212.00	7,212.00	7,212.00
Dean of Students	7,212.00		
Head Teacher/ Program Coordinator	4,204.00	4,729.00	5,255.00
Activities	***Year 0-4***	***Year 5-9***	***Year 10+***
HS/ MS Play Production (See Footnote 1)	3,342.18	3,619.90	3,899.74
HS Inst. Music (See Footnote 2)	3,342.18	3,619.90	3,899.74
HS Choral (See Footnote 3)	2,785.68	3,063.40	3,342.18
HS Annual Advisor	2,785.68	3,063.40	3,342.18
MS Annual Advisor	2,785.68	3,063.40	3,342.18
MS Music	2,785.68	3,063.40	3,342.18
MS/ HS Advisors	1,894.22	2,061.70	2,228.12
Elementary Music	1,894.22	2,061.70	2,228.12

1 Per full productions produced – arranged with building administration
2 Perform at all home football and ten (10) home basketball games. Participate in three (3) contests and three (3) concerts).

3 Three (3) concerts per year and Perform at least three (3) contests per year

** All positions subject to administration approval

Appendix C-2: 2026-27 Co-Curricular Salary Schedule

Athletics	***Year 0-4***	***Year 5-9***	***Year 10+***
Athletic Director	8,266.33	10,037.12	11,807.91
Head Coach	5,018.00	5,609.01	6,200.02
Assistant Coach	3,513.50	3,926.98	4,339.34
Middle School	3,161.81	3,533.72	3,905.63
HS Athletic Supervisor	6,198.90	6,198.90	6,198.90
MS Athletic Supervisor	2,097.76	2,097.76	2,097.76
District Level Positions	***Year 0-4***	***Year 5-9***	***Year 10+***
Instructional Specialist: ELD	7,212.00	7,212.00	7,212.00
Instructional Specialist: RTIi	7,212.00	7,212.00	7,212.00
Dean of Students	7,212.00		
Head Teacher/ Program Coordinator	4,204.00	4,729.00	5,255.00
Activities	***Year 0-4***	***Year 5-9***	***Year 10+***
HS/ MS Play Production (See Footnote 1)	3,542.71	3,837.09	4,133.72
HS Inst. Music (See Footnote 2)	3,542.71	3,837.09	4,133.72
HS Choral (See Footnote 3)	2,952.82	3,247.20	3,542.71
HS Annual Advisor	2,952.82	3,247.20	3,542.71
MS Annual Advisor	2,952.82	3,247.20	3,542.71
MS Music	2,952.82	3,247.20	3,542.71
MS/ HS Advisors	2,007.87	2,185.40	2,361.81
Elementary Music	2,007.87	2,185.40	2,361.81

1 Per full productions produced – arranged with building administration
2 Perform at all home football and ten (10) home basketball games. Participate in three (3) contests and three (3) concerts).

3 Three (3) concerts per year and Perform at least three (3) contests per year

** All positions subject to administration approval

Appendix D – Supplemental Retirement Buyout Table

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
Hire Date	Service Years Required	Years of Contract Benefit	Original Monthly Payment	Full Available Benefit	Buyout Benefit - 50%	Years of Service on Aug 2011	Year at Age 55	Years of Service at Age 55	Years Needed After 55 to Reach Eligibility	Years Eligible for Original Payment	% of Buyout Benefit	Total Buyout Benefit	Years of Payment	Months Until 55 or 180	Monthly Payout	Current Year FTE Rate	Adjused Payout	Month of Final Payout
2009-2011 Contract	09-11 Contract	09-11 Contract	09-11 Contract	B x C x 12 Months	D x 50%	Input	Input	G - 2011 + F	> of (A-H) or 0	< of [10-(A-H)] or B	J/D	E x K	G - 2011	< of [(G-2010) x 12] or 180	L/N	Input	O x P	Sept. 2011 + (N)
Examples:																		
Prior to 1/1/95	9	10	$870	$104,400	$52,200	21	2016	26	0	10	100%	$52,200	5	72	$725.00	1.00	$725.00	Aug. 2016
After 1/1/95; Before 1/1/05	12	10	$870	$104,400	$52,200	2	2014	5	7	3	30%	$15,660	3	48	$326.25	1.00	$326.25	Aug. 2014
After 1/1/05	15	5	$870	$52,200	$26,100	7	2017	13	2	5	100%	$26,100	6	84	$310.71	1.00	$310.71	Aug. 2017
First Payment	9/1/2010																	

** When on leave without pay, monthly payments stop util employee returns to work.