Philomath School District 17J

Regular Board Meeting

Date and Time

Thursday August 20, 2026 at 7:00 PM PDT

Location

Philomath High School Community Conference Room

Agenda

		Time
I.	**Opening Items**	**7:00 PM**
A.	Call the Meeting to Order	
B.	Open Session	5 m

1. Pledge of Allegiance
2. Approval of Consent Agenda
3. Request for Agenda Modifications
4. Public Comment: To comment, please arrive before the meeting begins and complete a request card, and turn it in to the board secretary prior to the start of the meeting. For virtual sharing or to email a comment, email michele.mcrae@philomath.k12.or.us by 3:00 pm on the day of the meeting.

		Time
II.	**REPORTS**	**7:05 PM**
A.	PHS Turf Project Update	5 m
B.	Association Reports	

- PEA
- OSEA

C.	Superintendent's Report	10 m
D.	Financial Report	5 m
E.	Safety and Emergency Response - Superintendent Halliday	15 m
III.	**STRATEGY AND DISCUSSION**	**7:40 PM**
A.	2026-2027 District Objectives - Overall Update	30 m
B.	Inservice Meal Planning - 8/25/26	5 m
C.	Interdistrict Transfer Updates	10 m
D.	Board Planning Session/Retreat Date and Agenda	10 m

- Local Option Levy
- Board Liaison Roles
- Facility Replacement Schedule
- 2026-2027 District Objectives

E.	Superintendent's Evaluation	5 m
F.	Board Self Evaluation	5 m
G.	Classified CBA Update	5 m

- Article 15.2 - Vacation

H.	Proposed Costa Rica Trip	5 m

- Leaders - Alice Eldridge and Andrea Heidinger

Time

- Proposed Dates: 3/18/2028 - 3/26/2028 (Spring Vacation)

I. Budget Committee Vacancies 5 m

J. PERS Bond/Side Account Discussion 10 m

IV. Action Items 9:10 PM

A. Policies 10 m

- EEACC Student Conduct on School Buses
- EEACC-AR Student Conduct on School Buses
- IKH Credit for Proficiency
- IKH-AR Credit for Proficiency
- KNA Immigration Enforcement on District Property
- KNA-AR1
- KNA-AR2
- Guidance on Immigration Presence

B. Surplus Property 5 m

V. Closing Items 9:25 PM

A. Next Meeting Agenda Items 5 m

a) September Meeting Agenda Items
   a. District Objectives
   b. Costa Rica Trip

B. Board Recognition, Thanks and Requests 10 m

C. Adjourn Meeting

Coversheet

Open Session

Section: I. Opening Items
Item: B. Open Session
Purpose: Vote
Submitted by:
Related Material: August 20, 2026.pdf
July 2, 2026 Minutes.pdf

Philomath School District 17J

CONSENT AGENDA

August 20, 2026

Updated: 8/14/26 1:46 PM

A. Minutes:
1. July 2, 2026, Regular Board Meeting Minutes

B. Out of State Travel: None

C. Unpaid Leave of Absence Request

D. Personnel/Staffing Adjustments

1. **Retirements:** None
2. **Resignations:**
   - **a.** Jeremy Nelson — Instructional Assistant, PA
   - **b.** Alyssa Blackstone — 1st Grade Teacher, CPS
   - **c.** Tiffany Wallace — Resigning IA Position to accept teaching position at PHS
3. **New Hires:**
   - **a.** Tisha Forsyth — .5 FTE Attendance Clerk, PHS
   - **b.** Danielle Carter — 1st Grade Teacher, CPS
   - **c.** Ari Kawai — Instructional Assistant, PHS
   - **d.** Tiffany Cooper — Instructional Assistant, PHS
   - **e.** Kimberly Coke — IA & Kitchen, PES
   - **f.** Jessica Dahl — Instructional Assistant, PES
   - **g.** Miranda Cortez — Instructional Assistant, PES
4. **Staff Reassignments/Changes in FTE/Adjustments:** None
5. **Coaches:** None
6. **Extra Duty Assignments:** None

REGULAR BOARD MEETING

Meeting Minutes

PHILOMATH SCHOOL DISTRICT 17J
Philomath High School Community Conference Room
2054 Applegate Street, Philomath

7/2/2026 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 Tom Klipfel at 7:00 pm on July 2, 2026 at the Philomath High School Community Conference Room located at 2054 Applegate Street. Those in attendance included Philomath School District Board of Directors Tom Klipfel, Erin McMullen, Sandi Hering and Erin Gudge; Superintendent Susan Halliday; Business Manager Jennifer Griffith; Executive Assistant Michele McRae; Student Representative to the Board, Wyatt Coen. Ryan Cheeke joined the meeting at 7:14 pm. Tom Klipfel joined via Zoom.

B. Open Session

1. **Pledge of Allegiance**: Wyatt Coen led us in the Pledge of Allegiance.
2. **Student Representative to the Board:** Wyatt Coen was sworn in as the 2026-2027 Student Representative to the Board.
3. **Election of Board Officers for 2026-2027**
   - **Board Chair:** Director McMullen nominated Director Klipfel for Board Chair. There were no other nominations. Sandi Hering seconded the nomination, and the Board approved it unanimously. Motion passes 4-0 with one absent.
   - **Board Vice-Chair:** Director Hering nominated Director McMullen for Vice Chair. There were no other nominations. Director Gudge seconded the nomination, and the Board approved it unanimously. Motion passes 4-0 with one absent.
4. **Approval of Consent Agenda**: Director McMullen moved to approve the Consent Agenda as presented. Director Gudge seconded the motion, and the Board approved it unanimously. Motion passed 4-0 with one absent.
5. **Request for Agenda Modifications**: There were no requests for agenda modifications.
6. **Public Comment**: Superintendent Halliday publicly apologized for not acknowledging the work of Kim St. Clair in her interview with Brad Fuqua of the Philomath News. She acknowledged Kim and her work on the data that was presented at last month's Board meeting, and all of her work with all of the students in the Philomath School District and specifically with the students of the class of 2026. Director Klipfel said that the data that Kim worked on was outstanding and very powerful, and he thanked Superintendent Halliday for correcting the record.

II. DISCUSSION ITEMS

A. **Set Date for Board Work Session:** This will be discussed at the August Board Meeting.
B. **Set Regular Board Meeting Schedule for 2026-2027:** No changes - regular meetings will continue on the third Thursday of each month at 7:00 pm.
C. **Board Liaison Roles:** This will be discussed at the August Board Meeting.
D. **Superintendent's Evaluation:** This will be discussed at the August Board Meeting.
E. **All Staff Meal Planning:** The all staff inservice is on Tuesday, August 25th, and Director Hering will work with Mary Ackermann to finalize details of the meal.

III. CLOSING ITEMS

A. **Next Meeting Agenda Items**: Work session dates, superintendent's evaluation, all staff meal planning, Board liaison roles, Local Option Levy, emergency response flipbook, facility replacement schedule.
B. **Board Thanks and Requests**: Director Gudge thanked Benton County Credit Union for their donation that supports our all staff inservice meal. She also thanked Directors Klipfel and McMullen for serving as Board Chair and Vice Chair, respectively, for another year.
C. **Adjournment**: Board Chair Tom Klipfel adjourned the meeting at 7:22 pm.

_____
Board Chair

_____
Superintendent

_____
Date

Coversheet

Superintendent's Report

Section: II. REPORTS
Item: C. Superintendent's Report
Purpose: FYI
Submitted by:
Related Material: Superintendents Report.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
August 20, 2026

Professional Learning for Administrators:

- COSA Summer Conference:
  - August 3-4, 2026 (Eugene)
- PSD Administrator Retreat
  - August 7 and 13, 2026 (Philomath City Council Chambers)

Summer Opportunities:

Credit Recovery:	18 Students (High School)	
Summer Camp:	70 Students (K-3)	Safety Town (PM This Week!)
Extended School Year (ESY):	0 Students	

Student Enrollment:

- On-site registration is happening this week (08/17-08/20).
- Minimum changes to inter-district transfers until on-site registration complete.

On-Site Registration:

August 17 (Monday)	August 18 (Tuesday)	August 19 (Wednesday)	August 20 (Thursday)	August 21 (Friday)
		CPS: 7:00am-3:00pm		
		PES/ BES: 7:00am-3:00pm @ PES		
		PMS: 7:00am-3:00pm		
PHS: New Students by Appointment	**PHS:** New Students by Appointment	**PHS:** 8:00-11:00 SR 12:30-3:30 JR	**PHS:** 8:00-11:00 SOPH 12:30-3:30 FR	

COSA Work Groups:

- Accountability
- Attendance
- Funding
- Instructional Time
- Virtual Online

Dates to Remember:

- August 24, 2026 (M) New Employee Inservice
  Student Services Soiree
- August 25-27, 2026 (T-Th) PSD All Staff Inservice
- August 27, 2026 (Th) PHS Soccer Jamboree (All Day @ PHS)
- August 28, 2026 (F) PHS Football vs. Banks (7:00pm @ PHS)
- August 31, 2026 (M) Start of School

Monday 08/31)	Tuesday (09/01)	Wednesday (09/02)	Thursday (09/03)	Friday (09/04)
First ½ Day Kinder (Blodgett) 2nd Grade 6th Grade 9th Grade **Clemens Primary** No School	**First Full Day for All** Blodgett Philomath Acad. Philomath Elem. Philomath Middle Philomath High **Clemens Primary** Student Assessment (by appointment)	**All Students in Schools!** (Full School Day) **Clemens Primary** Student Assessment (by appointment)	**All Students in Schools!** (Full School Day) **Clemens Primary** Early Release Students Last Name A-K Only	**All Students in All Schools!** **Except…** **Clemens Primary** Early Release Students Last Name L-Z Only **Early Release** **For All Schools**

**** No School on Monday, September 7th – Labor Day Holiday**

- September 1, 2026 (T) PHS Girls Soccer vs. Marist Catholic (4:00pm)
- September 3, 2026 (Th) PHS Varsity Volleyball vs. Tillamook (4:30pm)
- September 7, 2026 (M) Labor Day Holiday – No School
- September 8, 2026 (T) PMS Cross Country Practice Begins
- September 10, 2026 (Th) PHS Volleyball vs. Santiam Christian (4:30pm)
- September 12, 2026 (S) PHS JV Volleyball Tournament
- September 14, 2026 (M) PHS JV Football vs. Coquille (5:30pm)
- September 16, 2026 (W) B2S Open House
- September 17, 2026 (Th) PHS Girls Soccer vs. Molalla (4:00pm)
  PSD School Board Meeting (7:00pm @ PHS)
- September 18, 2026 (F) PHS Football vs Molalla (7:00pm)
- September 19, 2026 (S) PHS Volleyball vs. Warrenton (2:00pm)

Coversheet

Financial Report

Section: II. REPORTS
Item: D. Financial Report
Purpose: Discuss
Submitted by:
Related Material: Financial Report.pdf
Audit Letter.pdf

August 20, 2026

Board Members:

Another year has come to a close. We are busy opening the 2026-27 fiscal year and getting ready for the start of the new school year.

Included in the board packet is the engagement letter from Accuity, Inc. for our 2025-26 financial audit. The 2025-26 audit field work has been scheduled for October 7-8, 2026. The preliminary ending fund balance for the 2025-26 fiscal year is estimated at $1,700,000. This is quite a reduction from the budgeted amount of $2.0M. Expenditures were higher than revenue received in 2025-26, causing the reduction in the fund balance. This relates to a reduction in the available resources for 2026-27. New hire salary placements this fall will be lower than the budgeted amounts, which will help to offset the reduction in resources.

Current full year budgetary projections are not reliable until we process the first full payroll in September, so I have not included any financial statements in this August board report. We will have the 2026-27 projections available for the Board to review at the October 2026 Board Meeting.

The Budget Committee has 3 members with term expirations of 6/30/2026. We are waiting to hear if those whose terms have expired are interested in continuing with another term. Application packets will be available on the district website for anyone interested in joining the Budget Committee. We will be accepting applications through September 30, 2026. Review of the applications and appointments of the new committee members will take place at the regular October board meeting.

We will be returning to the conversation from the February 2026 board meeting about the PERS Side Account bond. I will have more information to share at the Board meeting for further discussion about future PERS side account bond possibilities.

July 2026 General Fund Expenditures totaled $1,115,460. Expenditures that exceeded $25,000 are as follows:

• SECURECOM	$ 32,668	(Fire Alarm Panel Replacement PMS)
• WOOZ FLOORING	$ 32,960	(Carpet Replacement CPS & PES)
• SAIF	$ 45,273	(Annual Workers Comp Ins prem)
• PACE	$ 282,194	(Annual liability insurance premium)
• Oregon Educators Benefit Board	$ 214,387	(June Insurance premiums OEBB)
• PERS	$ 764,325	(June PERS payments)
• Kings Valley Charter School	$ 269,038	(July SSF payment to KVCS)

Respectfully Submitted,
Jennifer Griffith
Business Manager

June 10, 2026

Management and Those Charged with Governance
Philomath School District No. 17J
1620 Applegate Street
Philomath, OR 97370

We are pleased to confirm our understanding of the services we are to provide to Philomath School District No. 17J for the year ending June 30, 2026.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, the aggregate remaining fund information, Kings Valley Charter School (a discretely presented component unit), and the disclosures, which collectively comprise the basic financial statements of Philomath School District No. 17J as of and for the year ending June 30, 2026. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Philomath School District No. 17J's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Philomath School District No. 17J's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedules of the Proportionate Share of the Net Pension/OPEB Asset/Liability and Contributions
3. Schedule of Changes in OPEB Liability and Related Ratios

The following RSI is required by the Governmental Accounting Standards Board and will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS and we will provide an opinion on it in relation to the financial statements as a whole:

1. Schedules of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – General Fund and Major Special Revenue Funds, if any

We have also been engaged to report on supplementary information other than RSI that accompanies Philomath School District No. 17J's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS and we will provide an opinion on it in relation to the financial statements as a whole:

1. Combining Balance Sheet and Combining Statement of Revenues, Expenditures, and Changes in Fund Balances for all Nonmajor Governmental Funds, if any
2. Schedules of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – Nonmajor Special Revenue Funds, Debt Service Funds, and Capital Projects Funds, if any
3. Schedule of Expenditures of Federal Awards

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report:

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1. Supplemental Information Required by the Oregon Department of Education

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to above when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance, but is not absolute assurance and therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards.*
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS, the Minimum Standards for Audits of Oregon Municipal Corporations, the standards for financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the Single Audit Act Amendments of 1996, and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits, nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts,

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tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

1. Revenue Recognition (presumptive risk)

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but will remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures – Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance, internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Philomath School District No. 17J's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Philomath School District No. 17J's major programs. For federal programs that are

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included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Philomath School District No. 17J's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with GAAP; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statement date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any

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document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance, (3) the methods of measurement or presentation have not changed from those used in the prior period (or if they have changed, the reasons for such changes), and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP, (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP, (3) the methods of measurement or presentation have not changed from those used in the prior period (or if they have changed, the reasons for such changes), and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Philomath School District No. 17J in conformity with GAAP and the Uniform Guidance based on information provided by you. In addition, we will assist with preparation of the capital asset schedule and depreciation calculation in conformity with the applicable basis of accounting. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with*Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge, in the management representation letter, our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, and/or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

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We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request, will locate any documents selected by us for testing, and will prepare schedules requested by us by the dates communicated directly to management.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarize our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to Philomath School District No. 17J; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Accuity, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State of Oregon or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Accuity, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies. The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the State of Oregon. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party/parties contesting the audit finding for guidance prior to destroying the audit documentation.

Kori Sarrett is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on October and to issue our report no later than December 31, 2026. If, through no fault of Accuity, LLC, necessary information is not made available in a timely manner, the time limitations herein referenced shall be extended as agreed upon by both parties.

Our fees for these services will be based on the value of the services rendered, plus out-of-pocket expenses. We estimate that our fees for these services, including out-of-pocket costs (such as report reproduction, typing, postage, copies, and travel), will be $16,500 for the audit of the financial statements and $5,500 for the single audit. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

Our invoices for these fees will be rendered as work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Accuity, LLC does not host any of Philomath School District No. 17J's information. Liscio is used solely to transmit data and is not intended to store your information. Philomath School District No. 17J is solely responsible for downloading any deliverables and other records from Liscio that Philomath School District No. 17J wishes to retain for its own records at the completion of the engagement.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to management and those charged with governance of Philomath School District No. 17J. In our report on your financial statements, we will make reference to the financial statements of Kings Valley Charter School, a discretely presented component unit, which will also be audited by us. Circumstances may arise in which our report may differ from its expected form

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and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

If this engagement letter is written in support of any existing bid or contract, in case of any conflict between such agreement and this letter, this letter will control.

If any of the above sections or clauses are held to be invalid for any reason, or are declared to be null and void, all other sections and clauses of this agreement shall remain valid, will not be nullified, and are hereby further affirmed.

Venue of all matters arising from this agreement, this engagement, and subsequent engagements shall reside in Albany, Linn County, Oregon.

Any dispute, controversy, or claim arising out of this agreement shall be settled by binding arbitration under the arbitration rules of the Linn County Circuit Court. There shall be one arbitrator selected from the Circuit Court Panel of Arbitrators and the proceeding shall follow the Oregon Rules of Civil Procedure. The arbitrator shall have the authority to award any remedy or relief that an Oregon court could order or grant, including, without limitation, specific performance of any obligation created under this agreement, the issuance of an injunction, or the imposition of sanctions for abuse or frustration of the arbitration process, except that the arbitrator shall not have authority to award punitive damages or any other amount for the purpose of imposing a penalty as opposed to compensating for actual damages suffered or losses incurred. With respect to any action relating to this agreement, the prevailing party shall be entitled to recover from the losing party its reasonable attorney's fees, paralegal fees, expert fees, and all other fees, costs, and expenses actually incurred and reasonably necessary in connection with such action as determined by the arbitrator.

Our audit engagement ends upon delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new specific engagement letter for that service.

We appreciate the opportunity to be of service to Philomath School District No. 17J and believe that this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign it where indicated below and return it to us.

Very truly yours,

Kori Sarrett

Kori Sarrett
Accuity, LLC

June 10, 2026
Date

RESPONSE:
This letter correctly sets forth the understanding of Philomath School District No. 17J.

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Jennifer Griffith 06/10/2026

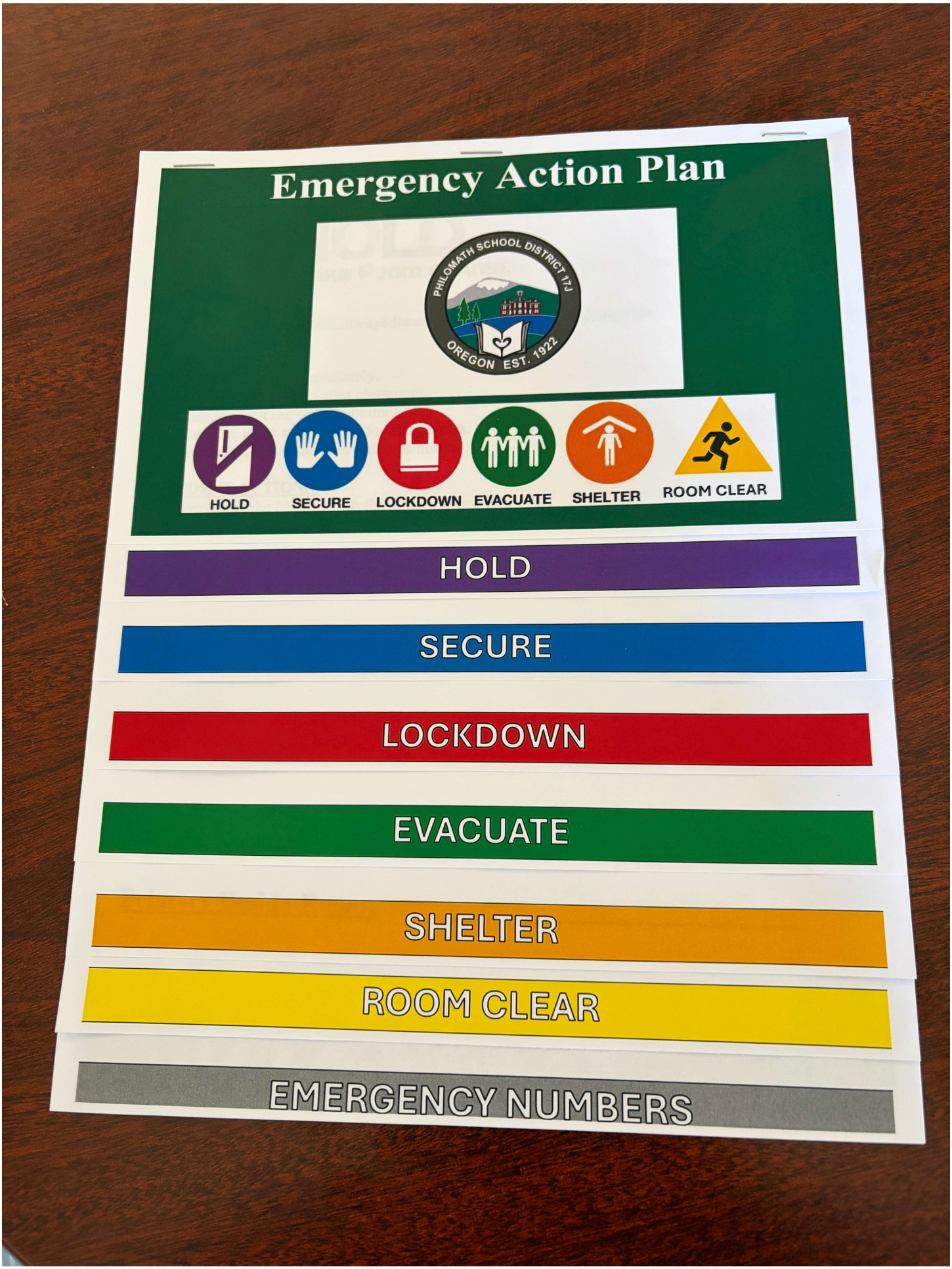
Jennifer Griffith Date

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Coversheet

Safety and Emergency Response - Superintendent Halliday

Section: II. REPORTS
Item: E. Safety and Emergency Response - Superintendent Halliday
Purpose: FYI
Submitted by:
Related Material: Emergency Action Plan.pdf
Secure.pdf


Emergency Action Plan
PHILOMATH SCHOOL DISTRICT 17J
OREGON EST. 1922
HOLD
SECURE
LOCKDOWN
EVACUATE
SHELTER
ROOM CLEAR
HOLD
SECURE
LOCKDOWN
EVACUATE
SHELTER
ROOM CLEAR
EMERGENCY NUMBERS



SECURE

Get Inside. Lock Outside Doors.

STATUS: Used when there is a threat outside the building (e.g., police activity).

STAFF ACTIONS:

- Bring everyone indoors immediately.
- Lock all exterior doors and windows.
- Increase situational awareness.
- Take attendance and account for all students.
- Continue business and instruction as usual inside.

STUDENT ACTIONS:

- Return inside the building immediately.
- Remain inside the building until given an "All Clear."

SECURE

LOCKDOWN

Coversheet

Interdistrict Transfer Updates

Section: III. STRATEGY AND DISCUSSION
Item: C. Interdistrict Transfer Updates
Purpose: FYI
Submitted by:
Related Material: IDT 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
****Updated****
Interdistrict Transfer Activity Report
August 20, 2026

School	Allocated Slots	Approved as of 08/11/2026	Available Slots for Approval
Blodgett Elementary	2 slots per grade level (K-4)	0 slots	Initially Allocated Numbers
Clemens Primary	10 slots for Kinder 10 slots for 1st	10 slots for Kinder 1 slot for 1st	0 slots for Kinder 9 slots for 1st
Philomath Academy	5 slots for 9th 5 slots for 10th 2 slots for 11th 2 slots for 12th	2 slots for 9th 0 slots for 10th 0 slots for 11th 0 slots for 12th	3 slots for 9th 5 slots for 10th 2 slots for 11th 2 slots for 12th
Philomath Elementary	8 slots for 2nd 3 slots for 3rd 4 slots for 4th 5 slots for 5th	1 slot for 2nd 3 slots for 3rd 3 slots for 4th 5 slots for 5th	7 slots for 2nd (1 pending) 0 slots for 3rd 1 slot for 4th 0 slots for 5th
Philomath High	10 slots per grade level (9th-12th)	4 slots for 9th 2 slots for 10th 1 slot for 11th 0 slots for 12th	6 slots for 9th (1 pending) 8 slots for 10th 9 slots for 11th 10 slots for 12th
Philomath Middle	7 slots for 6th 10 slots for 7th 4 slots for 8th	7 slots for 6th 5 slots for 7th 2 slots for 8th	0 slots for 6th 5 slots for 7th (1 pending) 2 slots for 8th

*Pending = still awaiting resident district signature.
**Waiting = no more spaces or unique situation(s).

Coversheet

Classified CBA Update

Section: III. STRATEGY AND DISCUSSION
Item: G. Classified CBA Update
Purpose: FYI
Submitted by:
Related Material: MOU.pdf

Memorandum of Agreement
Between
Philomath School District 17J
And
Oregon School Employees Association
Philomath Chapter 64

This Memorandum of Agreement (MOA) is entered into by and between the Philomath School District 17J ("District") and the Oregon School Employees Association (OSEA) Philomath Chapter 64 ("Association"). The purpose is to set forth the following terms and conditions related to an amendment to the Association Collective Bargaining Agreement, dated July 1, 2026 – June 30, 2028.

The proposed edit was brought forward following the ratification of both the Association and the District. Change supports better understanding of Article 15.2 – Vacation Leave.

Updated Language:
The proposed language update is offered in good faith and reflects the longstanding practice that has been in place since the 2014–2017 Association CBA. As time has passed, there are no longer any employees with 1–12 years of continuous employment with the District, making this revision an honest and accurate reflection of current circumstances.

15.2 **Vacation Leave**

15.2.1 For all classified employees hired before July 1, 2014, vacation time earned by employees in the bargaining unit shall be granted as indicated in the following outline.

All 12-month classified employees hired after July 1, 2014, will be eligible to earn vacation as indicated in the following outline. Employees working less than twelve (12) months per year are not eligible for vacation accrual.

Hire ***Before*** 07/01/2014			
Months Worked	Vacation Days Earned		
11.5	14.5		
11.0	14		
10.5	13.5		
10.0	13		
9.5	12.5		
	Years in District		
	1-5	**6-14**	**15+**
	Vacation Days Earned		
All 12 Month Employees	10	15	20

*Days earned prorated by employee FTE.

Originally Ratified Language:

15.2 **Vacation Leave**

15.2.1 For all classified employees hired before July 1, 2014, vacation time earned by employees in the bargaining unit shall be granted as indicated in the following outline.

For all classified employees hired after July 1, 2014, all twelve (12) month employees will be eligible to earn vacation as indicated in the following outline. Employees working less than twelve (12) months per year are not eligible for vacation accrual.

		Years with District		
		1-5	6-14	15 +
Months Worked Before 07/01/2014				
12.0		10	15	20
11.5		9.5	14.5	
11.0		9	14	
10.5		8.5	13.5	
10.0		8	13	
9.5		7.5	12.5	
After 07/01/2014				
12.0		10	15	20

This agreement shall become effective upon the signatures of the parties, and it shall be implemented immediately in a corrected collective bargaining agreement document.

Amber French, OSEA Co-President — Date: 8-11-2026

Laura Schunn, OSEA Co-President — Date: 8/11/2026

Debra Blanchard, OSEA Field Representative — Date: 7.20.26

Susan Halliday, Superintendent — Date: 07-20-2026

2026-2027 MOA Article 15.2
07/20/2026

Coversheet

Proposed Costa Rica Trip

Section: III. STRATEGY AND DISCUSSION
Item: H. Proposed Costa Rica Trip
Purpose: Discuss
Submitted by:
Related Material: Costa Rica Proposal.pdf

Philomath High School

'Home of the Warriors'

Athletic Team/Club Overnight Request and Supervision Plan

Team/Club: Visual Art & Science Departments - PHS

Head Coach/Advisor: Alice Eldridge & Andrez Heidinger

Destination: Costa Rica **Event:** Costa Rica STEM: Tropical Ecosystems

Departure Date: 3/18/28 **Return Date:** 3/26/28

Transportation Mode (bus, car, etc.): Airplane & buses

Account charged: n/a

Parent Permission

a) Blanket permission _____ b) Specific forms X (attach form if applicable)

Supervision Requirements and Plan

General Requirements

1. Supervisors must be Philomath School District a) employees or b) approved volunteer (over 21 years old).
2. Co-ed activities require male and female supervisors (at least 1 must be a PSD employee).
3. Annually all supervisors must complete supervision training and mandatory reporter training.
4. Ratio of 1 supervisor to 10 students. Exceptions must be pre-approved by principal.
5. At the end of all events, supervisors are to remain until all students are picked up.

Daytime Supervision

1. Supervisors will review daily student behavior expectations and address any issues as they arise.
2. Zones of supervision will be established based on the specific logistical and situational needs of the event(s).
3. Supervisors will actively supervise, be proactive, and move strategically through the supervision zones.
4. Reasonable supervision is expected at all times.
5. Bus / vehicle supervision: No supervisor will transport student alone (1 on 1). In large vehicles (i.e. buses) there must be at least 1 adult in addition to the bus driver. Supervisors need to spread out throughout the bus, with the primary position in the back observing all students in front of them.

Nighttime Supervision

Same standards apply as daytime, additionally:

1. In hotel rooms: a) male and female students sleep separately. b) Supervisors sleep separate from students unless adult is a parent of student(s) in the room. c) Blue tape placed on doors (from supervision training) d) Periodic room checks throughout night; male supervisors check male rooms / female supervisors check female rooms. d)Reasonable lights out times established
2. Large space / sleepover style (rented house, gym): a) Supervisors DO sleep in large area, NOT in separate room. b) Supervise sleep at strategic locations- in between points and at exits. c) Separate males and females by space / rooms / or floors. d)Reasonable lights out times establish.

Supervision Requirements and Plan, Continued

Reporting

1. Contact school administration in cases of health issues and violations of student conduct code (as discussed in training).
2. Mandatory Reporters: As a supervisor of Philomath School District, you are a mandatory reporter. You must report any abuse or neglect concerns immediately to DHS, local law

Philomath High School
'Home of the Warriors'
Athletic Team/Club Overnight Request and Supervision Plan

enforcement, and school administration. Do not wait to alert DHS or law enforcement, inform school administration as soon as you are able.

Important Contact Numbers

1. Benton County Sheriff: 541-766-6858
2. Philomath Police: 541-766-6925
3. Corvallis Police: 541-766-6925
4. DHS: 855-503-7233
5. Principal and/or Athletic Director (numbers provided to trip leaders)

Special Supervision Needs

In the space below (or attach) please add any additions to the supervision plan that are unique:

Itinerary & insurance policy attached.

By signing below I acknowledge that:

1. I am responsible for meeting the requirements of the supervision plan.
2. I am responsible for following PHS policies and procedures.
3. I am responsible for helping to enforce school and district policies.
4. I am responsible for the health and well-being of all students under my care.
5. I will provide reasonable / adequate supervision throughout the duration of the event.
6. I understand that failure to meet any of the criteria named above may lead to disciplinary action up to, and including, dismissal.

Staff / Coach

	Print name	Sign name
1.	Alice Eldridge	Alice R Eldridge
2.	Andrea Heidinger	Andrea Heidinger
3.		
4.		

Philomath School District Approved and Trained Chaperone/Supervisor

1. * May be additional parent/adult chaperones as needed.
2.
3.
4.

APPROVED	DENIED	APPROVED	DENIED	APPROVED	DENIED
PRINCIPAL		SUPERINTENDENT		PSD BOARD (Out of State ONLY)	

WorldStrides®
Educational Travel & Experiences



Join Our Virtual Meeting on Monday June 29th at 6:30 PM

Meeting Link: meet.google.com/uck-cyvn-fzt

Costa Rica STEM: Tropical Ecosystems

Program.WorldStrides.com/Heidinger-2742
March 18 - March 26, 2028

Day 1 Hola San Jose (groups flying from the west coast may be required to depart day 0)

Meet your LEAP-trained Tour Director

Day 2 San José--Arenal
Ox Cart art class
Travel to Arenal
Hot springs visit

Day 3 Arenal--Monteverde
Arenal Volcano National Park visit
Travel to Monteverde
Monteverde Cloud Forest reserve night walk

Day 4 Monteverde
Ecolodge Farm visit
Costa Rican cooking class and lunch
Santa Elena Biological Reserve visit

Day 5 Monteverde--Guanacaste
Canopy zipline tour
Monteverde Butterfly Garden visit
Travel to Guanacaste

Day 6 Guanacaste
Santa Rosa National Park visit

Day 7 Guanacaste--San José
Palo Verde boat tour
Travel to San José

Day 8 San José
Coffee Plantation visit
Plant your own tree
Optional Folklore evening

Day 9 Flight home from San José



See The Trip Here!

Reserve your spot!

MyTrip ID: Heidinger-2742
Registration deadline: July 01, 2026

What's included

We provide everything you need for a remarkable trip:

- LEAP – Learning through Exploring and Actively Participating increases engagement, critical thinking, understanding of diverse perspectives, and personal growth.
- WorldStrides Tour Director: An experienced education and destination professional, trained in LEAP, who engages students with hands-on learning opportunities.
- Round-trip airfare and transportation to activities in the itinerary
- Hotel accommodations
- Breakfast daily except on arrival day
- Dinner daily except on departure day
- Lunch daily except on arrival and departure day
- Guided sightseeing tours and city walks as per itinerary
- Visits to select attractions as per itinerary
- Discovery Journal (available upon request)
- Traveling educators can earn professional development hours/CEUs.
- Earn high school credit (grades 6–12) or college credit (grades 9–12) —
- available to travelers who complete the program and WorldStrides coursework.
- Basic medical, dental, and emergency-evacuation insurance during the trip
- WorldAssist staff members available 24/7/365 should your group need extra hel
- p
- Tips for local guides and drivers are included (except multi-day bus drivers). To ur
  cost doesn't include optional pre-paid tips for the Tour Director or multi-day bus
- driver unless the pre-paid tip option has been purchased.
- Note: Tour cost does not include airline-imposed baggage fees.
- Note: Tour cost does not cover entry requirements or related fees. This includes
- , but is not limited to, REAL ID, passports, visas, and travel-authorization fees.
- Note: Tour cost does not include optional excursions and other individual and group customizations will be listed as separate line items in the total trip cost, if included. Listed inclusions may not apply if the program is customized.

Tour investment

Students (travelers under the age of 23): $3,741
Adults (age 23 and over): $4,226

Price reflects savings of $200 voucher. Sign up by 7/1/2026 and enter code 28EarlyBird in order to take advantage of this limited-time offer!

Automatic monthly payment plan
Pay just $50 upon enrollment and the balance will be divided into equal monthly payments, charged automatically to your credit card or checking account. As of June 22, 2026, your monthly payment would be just $194.26.

Travel protection

We recommend protecting your investment with a travel protection plan. For details, visit worldstrides.com/travel-protection-plans.

Enroll online,
by phone, or by mail



Visit
Program.WorldStrides.com/
Heidinger-2742



SCAN HERE TO SEE OUR TRIP



1-800-771-5353

WorldStrides

Mail in your paper application to:
WorldStrides Programs
Attn: Participant Services
701 E. Water Street, Suite 200
Charlottesville, VA 22902

Call Us! (tel:18883107120)

(/)

Costa Rica STEM: Tropical Ecosystems

633 Days until departure

March 18, 2028 - March 26, 2028

Trip ID: Heidinger-2742

The Explorica Experience

This program delivers the proven Explorica Experience that teachers and students know and love – now powered by greater flexibility through TourFlex and backed by the WorldStrides legacy of experiential learning and consistent quality.

Learn More > (https://worldstrides.com/en-us/teachers/how-it-works/blog/explorica-experience)



Traveling with WorldStrides

Your journey starts here!

Learn more about this exciting travel opportunity by clicking “I’m interested.” If you’re ready to enroll, click on “Sign up.”

WorldStrides at a glance

Our History

In 1964, a middle school history teacher from Chicago discovered the incredible educational experience of traveling to Washington, D.C. with his students. He was so encouraged by the powerful effects travel had on his students' eagerness and ability to learn that he left teaching in 1967 to start Lakeland Tours. His vision to make educational travel easy, fun, and safe for teachers and students came to fruition as Lakeland Tours grew and became the leader in educational student travel.

Who We Are Today

Over the years, Lakeland Tours joined forces with other leaders in educational travel to form WorldStrides, setting us apart as the premier student travel organization in the nation. We know that each learner's journey is unique, which is why we offer a broad range of programs for groups and individuals, including performance tours, career exploration programs, language immersion, study abroad, sports tours, and community engagement opportunities.

You may be familiar with our programs under a different name. That's because Explorica has been part of the WorldStrides family for years. Beginning in fall 2027, the Explorica experience will be fully integrated into WorldStrides. You'll enjoy the best of both worlds with our unchanging commitment to flexibility, comprehensive support, industry-leading safety infrastructure, and experiential learning expertise available in every program.

Our Mission

All WorldStrides programs are united under one mission: to create experiences that enable participants to view the world and themselves in new ways. We help learners grow as people by developing independence, leadership, problem-solving skills, worldliness, and maturity; and we help them grow as citizens by building compassion, understanding, connections, and perspectives that transcend boundaries and borders.

When planning group travel, it's critical that your travel provider has the resources and experience necessary to smoothly and efficiently coordinate a student travel group in the areas that you will visit.
We are confident that our decades-long history as student travel specialists provides us with this level of experience.

Educational travel requires special skills that go far beyond making simple hotel and airline reservations. In the event of an emergency, this experience is critical. We also realize that price is important, and our prices consistently provide the highest value for your student travelers' investment. Not all companies have the same priorities or experience, and WorldStrides sets the bar high. In terms of safety, education, and passion for student travel, our team consistently beats all other competitors.

WorldStrides is the standard by which every other company measures themselves.



WorldStrides
Educational Travel & Experiences

Educational travel for all





Why WorldStrides

Experience with Educational Travel Groups	WorldStrides
Number of years in student travel business	✓ 55+
Number of participants during this period	✓ 11 million+
Number of participants per year	✓ 450,000
Number of educators that partner with us each year	✓ 50,000+
Number of full-time staff dedicated to educational travel programs	✓ 1,500+

Qualifications to Coordinate Your Program	
Does your travel provider have a 24/7 On-Call Success Team?	✓ Yes
Does your travel provider employ and train its own Tour Directors?	✓ Yes
Will a Tour Director stay at the hotel with the group?	✓ Yes
Does your travel provider arrange detailed training for its staff on how to best work with students?	✓ Yes

Educational Focus	
Does your travel provider employ a full-time Academics team?	✓ Yes
Does your travel provider offer students the opportunity to earn high school and college credit?	✓ Yes
Does your travel provider offer educators the opportunity to earn professional development?	✓ Yes
Is your travel provider accredited by regional accrediting bodies across the United States?	✓ Yes
What leading organizations have accredited WorldStrides?	
Cognia	✓ Yes
Middle States Association Commission on Elementary and Secondary Schools (MSA)	✓ Yes
Western Association of Schools and Colleges (WASC)	✓ Yes
New England Association of Schools and Colleges (NEASC)	✓ Yes

Insurance and Consumer Protection	
Does your travel provider maintain liability insurance?	✓ Yes
Does this coverage apply to the Program Leader (teacher)?	✓ Yes
What are the limits of this policy?	✓ $50 million
What is the cost for supplemental medical and dental insurance?	✓ $0
Does your travel provider pay if an emergency mandates an itinerary change?	✓ Yes
Does your travel provider maintain USTOA consumer protection coverage of $1 million?	✓ Yes
Does your travel provider comply with all Federal and State regulations, including all U.S. Seller of Travel Laws?	✓ Yes

The safety of our travelers is our #1 priority

Planning for a Safe Experience Before Departure

Behavior Contract

Safety is the number one priority at WorldStrides. All participants are expected to demonstrate high standards of conduct, courteousness, and consideration toward others. Students and their parent/legal guardian must agree to adhere to the behavior and conduct rules established by the Program Leader and a code of conduct may be required.

Medical Release Form

A parent/legal guardian for each participant must complete a medical release form and provide emergency contact information and authorization for treatment in the event of an emergency.

Travel Smart, Travel Safe

Compiled by our travel experts, 'Travel Smart, Travel Safe' is designed to share some best practices based on our experience sending more than 100,000 students to international destinations. Each group receives a document with information pertinent to their trip and specific to their destination.

Students' Safety While on the Program

Adult Supervision

With our default chaperone-to-student ratio of 1:6 (customizable), students receive proper attention and supervision. The Program Leader will identify the chaperones for the program. WorldStrides suggests selecting adults who are flexible, helpful, and comfortable with the students.

Tour Directors

A specially-trained Tour Director guides each group throughout your program. Tour Directors devote 100% of their attention to the students, challenging them to assess and apply what they learn through firsthand experience, so they take the most away from the program.

World Assist

Our emergency response command center is staffed 24/7 by our specially trained team members to help with any unexpected situations that may arise while you're traveling.

Doctors On Call Program

Our exclusive relationship with The George Washington University Medical Faculty Associates provides 24/7 access to medical care for all traveling participants. Through telehealth consultation, medical professionals are available to evaluate health related concerns and make recommendations for treatment accordingly.

AXA Behavioral Health

Our relationship with AXA Behavioral Health provides traveling participants telehealth access to a mental health professional from anywhere in the world.

Other Industry-Leading Safety Measures

Extensive Emergency Protocols

Our emergency manual contains detailed protocols for addressing a variety of emergency situations and all of our on-site team members receive extensive training in how to implement these plans.

Liability Insurance

We maintain an industry-leading multi-million-dollar level of liability coverage. Our insurance automatically covers teachers, chaperones, and the school. WorldStrides' insurance is truly geared to protect you. Additionally, accident, illness, and accident-related dental insurance coverage are provided for WorldStrides program participants. Limits per single occurrence are $7,500 for accident, $1,500 for illness, and $750 for accident-related dental.

Your experience, your way

Every group's needs are unique, shouldn't your itinerary be, too? With TourFlex, you're empowered to shape an adventure that's as accessible, enriching, and flexible as your group needs it to be. Dial your trip up or down—more choice, more control, and more meaningful learning moments—so you get the right experience at the right value for your group.

Explore Your Way

- Add experiences like theater tickets or unique excursions
- Swap activities for ones that better serve your group
- Extend the learning through go-aheads or stay-behinds

Go Your Way

- Choose the most accessible departure airport for your group
- Opt for 2-, 3-, or 4-star hotels that are centrally located or a convenient ride to major itinerary attractions

Dine Your Way

- Opt for pre-selected meals or encourage exploration by dining on your own
- Enjoy 2-3 course, culturally representative meals or opt for 3-course, authentic dinners at local restaurants



"We recognize that WorldStrides went above and beyond to accommodate our families. Our administration, faculty, and trustees are beyond grateful."

Genifer R. | School Administrator

The educational value of student travel

Learning through personal experience takes education beyond the classroom. Through educational travel, students use knowledge and skills acquired in the classroom to analyze the world around them and make a personal connection by applying their knowledge to their understanding and view of the future.

LEAP®: Learning through Exploration and Active Participation

The WorldStrides approach to learning is student-centered and immersive. On tour, our LEAP-trained Tour Directors bring the surroundings to life in order to help students forge deeper connections between their knowledge and the world around them. Our programs are thoughtfully designed so students are:

- Engaged and active learners
- Challenged to think critically and from different perspectives
- Growing personally and intellectually

Students learn best when they are engaged and challenged, and, in any group, a wide variety of learning styles and social skills will be represented, each deserving an opportunity to shine. LEAP was designed specifically to replace the old-fashioned lecturing style of traditional tour guides, with a dynamic, inclusive, and constructivist approach... and is just one of the many things that sets WorldStrides apart from other travel providers.

LEAP is more than just a series of activities; it is the entire relationship between students, the places they encounter, and their guide, who acts as a cultural mediator. Most importantly, LEAP is customized to meet the needs of every participant in every destination. With LEAP, every student has a unique and transformative educational experience.

Accreditation

In 1996, WorldStrides became the first student travel company to be accredited by regional and national accrediting bodies, which means we're held to the same strict academic standards as schools across the country.

Accreditation strengthens our capacity to offer high-quality student learning experiences. Our academic standards, dedication to continuous improvement, and company-wide commitment to education are evaluated as part of the accreditation process.

Accreditation reaffirms our commitment to education and differentiates us from our competitors. It also highlights our strengths as an organization: our commitment to our mission, purpose, and values; our leadership; our strong business acumen; and our ability to provide research-based, targeted, innovative learning experiences for our students.

Professional Development for Teachers

Our accredited status makes it possible for us to deliver on our commitment to education by offering professional development for our teachers.

Traveling educators are eligible to receive professional development points/hours/continuing education units that can be used toward license recertification. The amount of professional development is awarded based on travel program length. Professional development certificates are offered to program leaders and teacher chaperones at no cost.

"WorldStrides is an amazing company. Not only do they take care of everything while abroad, but they are also the kindest people. From those who helped set up the trip, to those who helped during the trip, I was in complete awe. They really take care of our students and teachers."

Whitney M. | Program Leader

Academic Credit

Our accredited status makes it possible to deliver on our commitment to education by offering academic credit for students and professional development for teachers.

All traveling students in grades 6-12 can enroll in online coursework that has been carefully designed to accompany their travel program. Courses vary in theme, content, and length, based on program destination.

- Students in grades 6-12 can enroll in courses to earn high school credit at no additional cost.
- Thanks to our partnership with George Mason University, students in grades 9-12 can enroll in courses to earn college credit (additional fees may apply).

Students have six months to complete their courses after travel. Learners will engage with our Academics team along the way, who will share substantive feedback and encourage exposition. Our curriculum provides students with the ability to understand other cultures and viewpoints, giving them a new perspective on the world.

Educational travel programs vs. school field trips

Non-School-Sponsored Status

Unlike a school field trip, a WorldStrides educational travel program is not sponsored by the school and does not require the school or school district to allocate funds.

Programs Don't Occur During School Time

Just like a part-time job or sporting activity, a WorldStrides program does not result in lost class time for students. Additionally, there is no need for a substitute instructor when a teacher leads a travel program.

Voluntary Student Participation

Since the trip is not paid for by the school and does not take place during school time, neither the school nor the students are obligated to participate. Similar to summer camp, this program is available for all students, but only some will decide to go.

Summer camps, supplemental enrichment programs, Scouts programs, and Little League programs are good examples of other non-school sponsored programs that are embraced by the community and promoted in schools for the enrichment they offer to students.

"You all have been helpful, open, communicative, and understanding in a time that I'm sure has been chaotic and stressful for you. I have talked to many other teachers and families that were supposed to have traveled with other companies, and hands down, you guys had the best refund policy and were the most understanding and helpful of them all."

Liz K. | Program Leader

Coversheet

Policies

Section: IV. Action Items
Item: A. Policies
Purpose: Vote
Submitted by:
Related Material: EEACC.pdf
EEACC-AR.pdf
Bus Citation.pdf
IKH.pdf
IKH-AR.pdf
KNA.pdf
KNA-AR1.pdf
KNA-AR2.pdf
Procedures for immigration presence on campus.pdf

Philomath School District 17J

Code: EEACC
Adopted: 10/19/20; 5/21/26
Revised/Readopted: 8/20/26

Student Conduct on School Buses

The following regulations will govern student conduct on school buses and Type 10 School Activity Vehicles if used for transporting students from home to school, school to home and to and from district-sponsored activities and will be posted in a conspicuous place in all buses and in student/parent handbooks:

1. Students being transported are under authority of the bus driver;
2. Fighting, wrestling or boisterous activity is prohibited on the bus;
3. Students will use the emergency exit only in case of emergency and as directed by the driver;
4. Students will be on time for the bus, both morning and evening;
5. Students will not bring firearms, weapons or other potentially hazardous material on the bus;
6. Students will not bring animals, except approved service animals, on the bus;
7. Students will remain seated while the bus is in motion;
8. Students may be assigned seats by the bus driver;
9. When necessary to cross the road, students will cross in front of the bus or as instructed by the bus driver;
10. Students will not extend their hands, arms or heads through the bus windows;
11. Students will have written permission to leave the bus other than for home or school;
12. Students will converse in normal tones; loud or profane language is prohibited;
13. Students will not open or close windows without permission of the driver;
14. Students will keep the bus clean and must refrain from damaging it;
15. Students will be courteous to the driver, fellow students and passersby;
16. Students who refuse to promptly obey the directions of the driver or refuse to obey regulations may forfeit their privilege to ride on the buses.
17. Students will not bring any item or object on the bus which may pose a safety risk or barrier to safe entry or exit from the bus, unless the driver determines an alternative, safe location;
18. Students will not distract the driver or interfere with the bus operating controls;
19. Students must keep a safe distance from the bus when it is in motion’
20. No food or drink (including gum) other than water shall be consumed on the bus;
21. Students will not possess and or use tobacco, alcohol, cannabis or illegal drugs.

~~In addition to Oregon Administrative Rules (OAR), the district adopts the following rules:~~

~~1. Large items which cannot be safely transported while held in the student's lap or stored directly under the seat are generally prohibited unless the bus has a baggage compartment. Any instrument, sports bag, or school project will be allowed on the seat.~~

~~2. Large items may be allowed on the bus with the prior approval of the Transportation Supervisor. These items will only be allowed on the bus if transporting these items can meet the following ODE requirements:~~

~~a. The items can be placed in a location not adjacent to students.~~
~~b. The items can be secured by the driver in a manner that ensures that they will not move even in the event of a bus collision.~~
~~c. The items do not block the aisle way or access to an emergency exit.~~

~~3. Students shall not interfere with school bus operating controls except in an emergency or as instructed by the driver.~~

~~4. Devices that create sounds that are distracting to the driver may not be used on the bus.~~

The superintendent will establish other administrative regulations as necessary for the safe conduct of students riding district school buses or other forms of district transportation and for disciplinary procedures. Such regulations will be available to all parents and students and posted in each school bus or other district vehicle.

Students who violate bus rules of conduct may be denied the use of district transportation and may be subject to other disciplinary action in accordance with district and school discipline policies.

END OF POLICY

Legal Reference(s):

ORS 339.240
ORS 339.250
ORS 820.100 to -820.190

OAR 581-021-0050 to -0075
OAR 581-023-0040
OAR 581-053-0002
OAR 581-053-0003

OAR 581-053-0004
OAR 581-053-0010
OAR 581-053-0210

Letter Opinion, Office of the OR Attorney General (Nov. 22, 1988).

Cross Reference(s):

JFCB - Care of District Property by Students

Philomath School District 17J

Code: EEACC - AR
Adopted: 8/20/2026

Discipline Procedures for District-Approved Student Transportation

All students eligible for district-approved student transportation shall receive safety instruction and a code of conduct. Violation of the code of conduct or conduct which jeopardizes the health/safety of self and/or others may result in the loss of district-approved transportation services.

The following procedures address:

1. Safety Instructions;
2. Code of Conduct;
3. Education;
4. Special Education Students;
5. Violations;
6. Disciplinary Procedures for Violations;
7. Suspension Procedures;
8. Reinstatement;
9. Right of Appeal;
10. Appeal Procedure.

Safety Instructions:

A. Within the first six weeks of each semester the transportation supervisor will direct all bus drivers to conduct a safety review with all students who are regularly transported by the district.
    a. Safe school bus riding procedures, including but not limited to loading, unloading, crossing;
    b. Use of emergency exits; and
    c. Planned and orderly evacuation of the school bus in case of emergency, including participation in actual evacuation drills.

B. Each September the transportation supervisor will direct all bus drivers to conduct a safety review with all other students.
    a. The drivers shall review safe bus riding procedures.
    b. The drivers shall review use of emergency exits.

C. The transportation supervisor will record dates and content of safety instructions by each driver. Such information shall be kept as a part of the district's records.

Code of Conduct:

A. Each year the district will include the following transportation rules in the student/parent handbook. The district will provide interpretation to those students/parents whose primary language is not English.

1. Students being transported are under authority of the bus driver;
2. Fighting, wrestling or boisterous activity is prohibited on the bus;
3. Students will use the emergency exit only in case of emergency and as directed by the driver;
4. Students will be on time for the bus, both morning and evening;
5. Students will not bring firearms, weapons or other potentially hazardous material on the bus;
6. Students will not bring animals, except approved service animals, on the bus;
7. Students will remain seated while the bus is in motion;
8. Students may be assigned seats by the bus driver;
9. When necessary to cross the road, students will cross in front of the bus or as instructed by the bus driver;
10. Students will not extend their hands, arms or heads through the bus windows;
11. Students will have written permission to leave the bus other than for home or school;
12. Students will converse in normal tones; loud or profane language is prohibited;
13. Students will not open or close windows without permission of the driver;
14. Students will keep the bus clean and must refrain from damaging it;
15. Students will be courteous to the driver, fellow students and passersby;
16. Students who refuse to promptly obey the directions of the driver or refuse to obey regulations may forfeit their privilege to ride on the buses.
17. Students will not bring any item or object on the bus which may pose a safety risk or barrier to safe entry or exit from the bus, unless the driver determines an alternative, safe location;
18. Students will not distract the driver or interfere with the bus operating controls;
19. Students must keep a safe distance from the bus when it is in motion'
20. No food or drink (including gum) other than water shall be consumed on the bus;
21. Students will not possess and or use tobacco, alcohol, cannabis or illegal drugs.

Students will also follow directions of teacher, coach, or chaperone responsible for maintaining order on field trips and extracurricular activities and must follow the school code of conduct at all times.

Education:

A. Disciplinary action for violating the transportation code of conduct and/or transportation health and safety requirements shall be confined to district-approved transportation services. Students who have lost district-approved transportation services through a disciplinary action shall be expected to continue with the district's educational requirements.

B. Students' academic grades will reflect academic achievement. Misconduct or absenteeism shall not be a sole criterion for grade reduction. Students will be expected to continue to meet the district's attendance and educational requirements.

C. Makeup work may be provided. If makeup work is needed, the district's policy and procedures will be followed.
D. Alternative education may be provided. If alternative education is needed, the district's policy and procedures will be followed.

Special Education Students:
Special education students will be disciplined in accordance with Board policy JGDA/JGEA - Discipline of Disabled Students and accompanying administrative regulation.

Violations:
Each year the district will include the following procedures for violations in the student/parent handbook. The district will provide interpretation to those students/parents whose primary language is not English.

Disciplinary Procedures for Violations:
1. First Citation-Warning:
   The driver verbally restates behavior expectations and issues a warning citation. The driver may assign the student to a particular seat.
2. Second Citation:
   The student may be suspended from the bus after a conference, arranged by principal, has been held with the student, the parent, the bus driver, and the principal. The driver may assign the student to a particular seat.
3. Third Citation:
   The student will receive a suspension from the bus for up to 30 days after a conference, arranged by the principal, has been held with the student, the parent, the bus driver, and the principal. Further violations of bus regulations will be considered a severe violation. The driver may assign the student to a particular seat.
4. Fourth Citation:
   The student will receive a suspension from the bus for the remainder of the school year.
5. Severe Violations:
   Any severe violation may result in the immediate suspension of the student for a minimum of ten days and up to a one-year period from the bus, which may carry over to the following school year. There will be a hearing at this time, arranged by principal, involving the student, the bus driver, the parent and the principal.

In all instances, the appeal process may be used if the student and/or parent desires.

All citations must be signed by the parents, the bus driver and the principal before the student will be allowed to ride the bus again.

Suspension Procedures:
Due process procedures used by the district governing student behavior shall be applied.

Reinstatement:
A conference to discuss reinstatement shall be conducted under the following guidelines:

A. When deemed necessary, parent(s) and student shall be present at the conference;
B. The principal shall fully explain matters and permit the parties involved to fully explain their position(s);
C. The principal shall make a decision which provides guidelines for the student to follow when transportation services are reinstated.

Right of Appeal:
A. At each step of the discipline procedures used in district-approved transportation services, parents, students, and/or a representative have a right to appeal.
B. All appeals must be in writing.
C. Appeals are to be made to the responsible person at the level of appeal.
D. Final appeal may be made to the Board.

Board decisions are final.

Appeal Procedure:
If a student or parent wishes to appeal the application of the discipline policy, the steps outlined below should be used.

STEP I	The student or his/her representative will discuss the issue with the principal.
STEP II	If the student is not satisfied with the outcome of the discussion, he/she may file a written statement with the principal. This is to be done within ten school days of the act or condition which is the basis of the complaint. The principal will, within three school days, arrange a student, parent, principal conference with the goal of resolving the issue. The principal also will notify the district transportation coordinator.
STEP III	Within five school days, the principal is to communicate, in writing, the decision to the student and the student's parents.
STEP IV	If, after five school days from receipt of the principal's reply, the issue still remains unresolved, the student may submit the matter in writing to the assistant superintendent. The assistant superintendent will meet with the student within three school days and will respond to the issue, in writing, within five school days after the appeal.
STEP V	If the issue is still unresolved, the student may appeal to the Board. The Board will notify persons involved that a hearing will be held within 14 days of receipt of the appeal. The Board shall review correspondence, hear relevant facts and respond to the student within three school days following the hearing.

Philomath School District
Bus Citation

Student's Name:	Date:	Time of Incident:	☐ AM ☐ PM
Driver's Name:	Route Number:	School:	

Referral Occurrence: ◯ 1st ◯ 2nd ◯ 3rd ◯ 4th ◯ SEVERE

Interventions Prior to Citation *(Log interventions below for reference, include date if known)*	Behaviors Referred to School
✓ Re-teaching of expectations ✓ Seat change ✓ Assigned seat / where: ✓ Seat partner / who: ✓ Conference with student ✓ Other – please detail:	☐ Not following driver directions ☐ Inappropriate use of cell phone/technology ☐ Eating or chewing gum ☐ Physical contact – pushing, hitting, kicking (same day notice to school) ☐ Fighting (same day notice to school) ☐ Bullying (same day notice to school) ☐ Inappropriate language, swearing ☐ Littering ☐ Safety violation – circle violation: Standing or switching seats while bus in motion, part of body in aisle, yelling, any part of body out window, disruptive behavior, or_____ ☐ Unsafe at bus stop, observed by _____ ☐ Instigating or participating in _____ ☐ Other – please detail below:

Others Involved in Incident: ☐ None ☐ Peers ☐ Bus Aide ☐ Driver ☐ Unknown ☐ Other

Incident details:

School/Administrative Action

☐ Student conference ☐ Behavior skills training ☐ Behavior contract	☐ Peer mediation ☐ Restitution/restorative justice strategies/fix-it plan ☐ Parent/guardian contacted	☐ Loss of privilege_____ ☐ Parent/guardian conference ☐ Other _____ ☐ Suspension from bus. Dates: _____

Details / Instructions:

Parent/student comments:

Parent Signature

Student Signature

Administrator: _____ Date: _____ Time: _____

Copy 1: School District Office Copy 2: School Principal Copy 3: Transportation

Philomath School District 17J

Code: IKH
Adopted: 08/20/2026

Credit for Proficiency

The district shall grant required and elective credit toward a diploma or a modified diploma, provided the method for accruing such credit is described in the student's personal education plan and the student earns the credit by one or more of the options below.

A district may grant credit to a student if the student demonstrates defined levels of proficiency or mastery of recognized standards, i.e., knowledge and skills (e.g., state academic content standards and essential skills, industry-based or other national or international standards) by one or more of the following options:

1. Successfully completing classroom or equivalent work (e.g., supervised independent study, career-related learning experiences, project-based learning) that meets Common Curriculum Goals and academic content standards required by Oregon Administrative Rule (OAR) 581-022-1210;
2. Successfully completing classroom or equivalent work, in class or out of class, where hours of instruction may vary;
3. Successfully passing an appropriate exam;
4. Providing a collection of work or other assessment evidence; or
5. Providing documentation of prior learning activities or experiences (e.g., certification of training, letters, diplomas, awards).

The Board directs the superintendent to develop administrative regulation that establishes criteria for granting proficiency credit.

END OF POLICY

Legal Reference(s):

ORS 329.885
ORS 332.107
ORS 336.615 to -336.665
OAR 581-022-0102
OAR 581-022-1130
OAR 581-022-1131
OAR 581-022-1140
OAR 581-022-1350
OAR 581-023-0008

Philomath School District 17J

Code: IKH - AR
Adopted: 08/20/2026

Credit for Proficiency

Proficiency-Based Credit

Credit awarded by the Philomath School District may be based upon evidence of proficiency in mastering recognized standards associated with each credit. The district shall have the latitude to determine which courses may be offered in a proficiency-based mode. Proficiency is defined as sufficient evidence of student-demonstrated knowledge and skills that meet or exceed defined levels of performance. Students will have the opportunity to earn credit through:

1. Classroom based courses through the demonstration of proficiency.
2. Community based learning through the demonstration of proficiency.
3. Credit through the demonstration of proficiency for home schooled students entering high school after the first semester of the 9th grade year.

The intent of offering credit for proficiency is to:
1. Base the award of course credit on proficiency.
2. Provide more options for students.
3. Encourage student engagement in learning beyond the classroom in real-world contexts.
4. Personalize and bring increased relevance to a student's high school education.

General Guidelines:

Credit for In School Courses by Evidence of Proficiency

1. Teachers may award credit and grades for approved district courses based on evidence that the students enrolled in that course have met the state and district standards identified for that course. If no Oregon state standards for the course exist, standards may be determined and approved by the school principal (in consultation with a teacher knowledgeable in the content area) using another industry-based, national, or state recognized set of standards.
2. If a course is offered in a credit for proficiency model, teacher prepared assessments will correspond with the standards identified by the principal and the teacher and will assess student mastery of each standard.
3. Students taking courses offered in a proficiency based model must master all selected standards for the course to receive credit. Students who have not mastered all standards by the end of the term will receive an incomplete with the expectation of continuing to work toward mastery of each standard. If the student demonstrates mastery of all standards

within the following semester, the teacher will replace the incomplete with a grade and the student will receive credit.

Credit for Community-Based Learning by Proficiency: Classes or Experiences

1. Students may earn credit for courses outside a regular school program if the district currently offers the same course in a proficiency based model. The student must demonstrate mastery of the standards for that course through assessments used in the district course. The student will be assigned a letter grade which will be transcripted along with the course credit. As proscribed by No Child Left Behind, a highly qualified teacher must evaluate the assessments if the credit is in a content area covered by highly qualified rules.
2. Students may earn credit for courses or community experiences not offered in the district if the following criteria are met:
    a. Student must discuss the planned proposal with an administrator and receive permission to proceed.
    b. Student must find a teacher willing to oversee the student's proposed course activities and to mentor the student as needed. If the course is in a content area covered by highly qualified rules, the teacher mentor must be highly qualified in that content area.
    c. Student shows evidence of meeting recognized state standards or, if no state standards for a course exist, standards from another industry based, national, or state recognized source as determined and approved by the building principal (in consultation when possible with a teacher knowledgeable in the content area).
    d. Student submits a proficiency-based credit application according to the school's timeline. As part of the application, the student will complete a Planned Course Statement detailing the learning, the proficiency standards, the criteria for assessing the standards, a timeline for completion, and the amount of credit to be awarded.
    e. At least one administrator will review the application. The student will be notified within 30 days if the application and the teacher mentor have been approved or denied. If an application is denied, the specific reason(s) will be communicated to the student with suggestions for revision, if revision will be allowed. Otherwise, the site decision is final.
    f. The student will complete the assessment/evidence of proficiency according to criteria provided by the school and in compliance with the timeline.
    g. The assessments/evidence will be reviewed by the administrator approving the initial application, at least one teacher, and if the teacher is not an expert in the field of study, one expert in the field of study who is approved by the administrator. The student may be required to attend all or part of a review session. The adult evaluation team will determine whether the evidence satisfies the proficiency criteria for the course and assign credit with a grade of Pass (P). The determination

will be recorded on an evaluation form. A copy of this form will be kept on file at the school. Another copy will be given to the student.

h. If the evaluation team grants credit, the mentor teacher will award the credit

Credit for Home Schooling Through the Demonstration of Proficiency

After the first semester of what would have been the student's 9th grade year, home schooled students entering high school may demonstrate proficiency for credit through one or more of the following means:

1. Examination or demonstration approved by a highly qualified teacher.
2. Nationally or state recognized examination(s).
3. Portfolio of evidence approved by a highly qualified teacher.
4. Successful completion of a more advanced standards based course requiring mastery of prerequisite knowledge in a lower level course.

The purpose of this policy is to allow for the possibility of a home-schooled student to enter high school and graduate in timely way.

The evidence demonstrating proficiency must show that the student has met the standards for the course for which the student is receiving credit.

END OF POLICY

Application and Planned Course Statement for Credit for Proficiency

Applies to Community-Based Learning Experiences Not Offered in the Philomath School District

Administrative Signature Indicating Pre-Approval of Proposal: _____ Date: _____

Student Name: _____ Grade: _____ School: PA PHS Term: T1 T2 T3 S1 S2 (Circle)

Address: _____ Student E-Mail: _____

Phone Number: _____ Timeline for Course Completion: _____ MM/YY

Proposed Amount of Credit to Be Awarded: _____ Teacher Mentor Signature:_____

The student will demonstrate proficiency on the following standards:

Standard	Evidence of Meeting Standard	Criteria for Evaluating Proficiency

Source of Standards: Philomath School District Oregon Department of Education

If no State or District Standards exist, provide the source of State or National Standards including a way for the district to verify these standards.

Student Signature: _____ Parent Signature: _____ Date: _____

For School Use Only:

Application Status: Approved Denied If denied, reason is _____

Student May Revise: Yes No Revision Suggestions: _____

Administrator Signature: _____ Date: _____

Powered by BoardOnTrack

Evaluation of Credit for Proficiency for Community-Based Learning Experience Not Offered in the Philomath School District

Student Name: _____ Grade: _____ School: PA PHS Term: T1 T2 T3 S1 S2 (Circle)

Standard	**Evidence of Meeting Standard** Please note whether evidence was provided as agreed in the application and planned course statement.	**Criteria for Evaluating Proficiency** Please note whether the evidence meets the criteria for demonstrating proficiency in the standard.

The student has met all standards agreed upon in the application and planned course statement: Yes No

Credit with a grade of 'Pass' will be awarded as agreed in the application and planned course statement: Yes No

Revision to earn credit will be allowed: Yes No N/A

Suggested Revision, if applicable:

Deadline for Submission of Revisions: _____ (Month/ Day/ Year)

Signatures of Evaluation Committee: Completion of Formal Evaluation Completed on _____
Date

_____ Administrator

_____ Teacher

_____ Expert in Field

Powered by BoardOnTrack

Philomath School District 17J

Code: KNA
Adopted: 08/20/2026
Revised/ Readopted:

Immigration Enforcement on District Property

{House Bill 4079 (2026) requires districts to "adopt a policy for providing notice when a federal immigration authority is confirmed to have entered school property for immigration enforcement." This policy must be "consistent with applicable model policies published by the Attorney General as provided by ORS 180.810."}

The district complies with state and federal law, including Oregon Revised Statute (ORS) 180.805 and ORS 181.826, and this policy and accompanying administrative regulations KNA-AR(1) – Interactions with Immigration Enforcement and KNA-AR(2) – Federal Immigration Enforcement Request Log when responding to requests from federal immigration authorities regarding immigration enforcement. Absent a judicially authorized subpoena, warrant or court order, district staff must not allow federal immigration authorities access to the district's records or facilities not open to the public for the purposes of immigration enforcement and must verify the validity of any subpoena, warrant or court order involving immigration enforcement presented to them by federal immigration authorities to ensure it is judicially authorized. Examples of judicial and administrative warrants and subpoenas can be found in the Oregon Attorney General's Model Public School Policies.[1] The superintendent or designee must review and approve any response to a request involving immigration enforcement. The district will provide ongoing training to designated staff to ensure compliance with this policy.

This policy will be made available in the student handbook and on the district's website[2]. The district will ensure a copy of the Oregon Attorney General's Model Public School Policies[3] and this policy and accompanying administrative regulations are provided to staff.

Designation of Primary Point of Contact

The superintendent is the primary point of contact for coordinating interactions with federal immigration authorities occurring in the district, acting as the immigration liaison. The Student Services Director shall serve as an alternative point of contact during the immigration liaison's absence or unavailability, acting as the alternate immigration liaison.

Proposed

[1] https://www.doj.state.or.us/wp-content/uploads/2026/06/Attorney-Generals-Model-Public-School-Policies-in-Compliance-with-SB-1538.pdf
[2] Must be provided in culturally appropriate languages that are used to communicate effectively with parents and guardians of students in the district, as determined by the Board.
[3] https://www.doj.state.or.us/wp-content/uploads/2026/06/Attorney-Generals-Model-Public-School-Policies-in-Compliance-with-SB-1538.pdf

The immigration liaison's responsibilities include :

1. Serving as the district's representative during encounters with federal immigration authorities;

2. Confirming when federal immigration authorities have entered school property for immigration enforcement purposes;

3. Ensuring federal immigration authorities engaging in enforcement activities at the district have notice of relevant district policies: JO/IGBAB – Education Records/Records of Students with Disabilities, JOA – Directory Information, JOB – Personally Identifiable Information and this policy;

4. Assisting staff in performing their duties in response to immigration enforcement efforts, including ensuring compliance with all district policies and procedures related to interactions with federal immigration authorities and immigration enforcement efforts;

5. Reviewing and responding to requests from federal immigration authorities, in coordination with, and under the direction of, the superintendent or designee;

6. Facilitating the district's compliance with lawful immigration enforcement efforts in a manner that does not unnecessarily disrupt the school environment or invade the privacy of students, staff, or volunteers;

7. Providing notice as required in this policy when a federal immigration authority has been confirmed to have entered school property for immigration enforcement.

Required Notice
When a federal immigration authority is reported to have entered school property for the purpose of immigration enforcement the immigration liaison shall confirm whether federal immigration authorities have entered school property for immigration enforcement and when confirmed, shall provide notice as follows:

1. Notice must be provided to:
    a. Students who attend the school where the federal immigration authority is confirmed to be on school property for immigration enforcement and who are in grades 7 and above;
    b. Parents or guardians of students attending the school where the federal immigration authority is confirmed to be on school property for immigration enforcement;
    c. Staff of the school where the federal immigration authority is confirmed to be on school property for immigration enforcement; and
    d. Community-based service providers that have requested to receive notice when a federal immigration authority is confirmed to be on school property for immigration

Proposed

enforcement. Community-based service providers can request to receive such notifications by contacting the immigration liaison at the district office.

2. Notice must include:
   a. The general location of the federal immigration authority; and
   b. Whether classes or school operations were affected by the presence of the federal immigration authority. Districts may include resources available to those impacted by immigration enforcement actions.

3. Notice must not disclose:
   a. Personally identifiable information;
   b. Other information that may not be legally disclosed; or
   c. Other information when the disclosure may threaten the health or safety of students or staff of the district or is prohibited by a court order.

The required notice will be provided as expediently as possible using existing methods used for providing electronic communications.

Unless otherwise prohibited by law or court order, the district will make reasonable efforts to provide notice to a student, or to the parent of guardian of a student, when the district has provided information related to the student to a federal immigration authority.

Confidentiality of School Records
Except when required by a judicially authorized warrant, subpoena, or order, Oregon law prohibits the district from disclosing protected information to federal immigration authorities for the purpose of enforcing federal immigration laws. Protected information includes information relating to a person's:

1. Address;

2. Workplace or hours of work;

3. School or school hours;

4. Contact information, including telephone number, electronic mail address or social media account information;

5. Known associates or relatives; and

6. Date, time or location of the person's hearings, proceedings or appointments with a public body that are not matters of public record.

Proposed

Oregon law also prohibits sharing any of the above information about a person's relatives or known associates with federal authorities for immigration enforcement purposes.

Oregon law generally prohibits the district from sharing or disclosing citizenship or immigration status or country of birth information[4] that the district collects, unless one of the following exceptions applies:

1. The disclosure is required by state or federal law (other than federal immigration law);

2. The disclosure is required by a judicially authorized warrant, order, or subpoena;

3. The information being shared with a person concerns only that person or their dependents; or

4. The information is aggregated and not personally identifiable.

In addition to the prohibitions described above, federal and state laws make records and information related to students confidential and permit disclosure only in limited circumstances. The district's policies with respect to student records can be found in Board policies JO/IGBAB – Education Records/Records of Students with Disabilities, JOA – Directory Information and JOB – Personally Identifiable Information. To ensure compliance with applicable federal and state law, the district's staff shall not disclose any school records or information to federal immigration authorities except as provided in these policies.

Staff must also maintain the confidentiality of school records and other information about students, staff, and volunteers when communicating with other students, parents, or community members about immigration enforcement activities involving students, staff, or volunteers of the district or occurring on district property. Staff should direct anyone with questions about immigration enforcement activities occurring on district property to the immigration liaison.

Proposed

[4] Citizenship or immigration status or country of birth information is any information concerning:
1. Where a person was born; or
2. Whether a person is a citizen of the United States; or
3. Whether a person has lawful authority to be present in the United States.

Training
The district will provide the immigration liaison and alternate immigration liaison with training as follows:

1. The training must include information on the requirements of House Bill 4079 (2026), any applicable model policies published by the Attorney General, and this policy; and

2. The training must be provided at the time of designation and at least once every two years thereafter.

{[5]}Upon the adoption of this policy and not less than once every two years thereafter, the district will provide training to all current district staff of one hour or more regarding federal and state laws, and the district's policies, relating to interacting with federal immigration authorities and responding to immigration enforcement efforts. The district will provide the required training to all new staff within 30 days of beginning employment

END OF POLICY

Legal Reference(s):

ORS 180.810
ORS 180.805
ORS 181.826
OAR 581-021-0371

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2012); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2026).
Oregon Attorney General's K-12 School Model Policy
Senate Bill 1538 (2026).
Senate Bill 1594 (2026).
House Bill 4079 (2026).

Proposed

[5] {This language is included in the Attorney General's *K12 School Model Policy*. House Bill (HB) 4079 (2026) requires that districts adopt policies that are "consistent with applicable model policies published by the Attorney General as provided by ORS 180.810."}

Philomath School District 17J

Code: KNA – AR (1)
Adopted: 08/20/2026
Revised/ Readopted:

Interactions with Immigration Enforcement

The superintendent is designated as the "immigration liaison."

1. Staff, contractors, and volunteers shall adhere to all district policies when interacting with federal immigration authorities and the following administrative regulations:
    a. Unless expressly authorized by the superintendent or designee, or by the immigration liaison on behalf of the superintendent or designee, staff shall not:

        i. Provide federal immigration authorities with records or information about students, staff, or volunteers;
        ii. Confirm whether a student, staff member, or volunteer is present or make the student, staff member, or volunteer available;
        iii. Allow access to non-public areas of the district's facilities or property;
        iv. Sign documents presented by federal immigration authorities; or
        v. Give consent to any immigration enforcement action.

    b. Staff may not interfere with lawful immigration enforcement actions or physically obstruct federal immigration authorities in any manner. However, staff should immediately report to the immigration liaison if they observe any conduct or enforcement activities by federal immigration authorities that violate state or federal law, or district policies, or that otherwise present a security threat or potential danger to students, staff, volunteers, or visitors.

    c. Staff who receive a request related to immigration enforcement must immediately notify the immigration liaison. The immigration liaison is responsible for interacting with the federal immigration authorities until the matter is concluded or the federal immigration authorities have been referred to the superintendent or designee.

    d. The immigration liaison or alternate immigration liaison should meet the federal immigration authorities at the school door or other area designated by the superintendent or designee for this purpose.

e. The immigration liaison shall provide federal immigration authorities with a copy of this policy and explain that school staff are required to follow these steps in this policy. The immigration liaison should inform the immigration authorities that school staff must contact the office of the superintendent or designee for guidance before providing access to school facilities, records, or other information.

f. The immigration liaison should direct another staff member to contact the superintendent or designee while the immigration liaison remains with the federal immigration authorities.

g. The immigration liaison must document the request from federal immigration authorities to the fullest extent possible under the circumstances. At a minimum, the documentation shall include the following information, if available:
    i. The name, badge number, and agency of the law enforcement officer making the request;
    ii. The number of officers present;
    iii. Time, date, and location of the request;
    iv. The nature of the request;
    v. The source of authority for the request, including whether the request is administratively or judicially authorized;
    vi. Whether the request requires an immediate response;
    vii. The identification of witnesses present; and
    viii. How the encounter concluded.

h. The immigration liaison shall direct another staff member to transmit copies, photos, or other documentation provided by federal immigration authorities to the superintendent or designee, along with other information documented pursuant to this policy. The superintendent or designee must approve any response to a law enforcement request related to immigration enforcement as provided in Section 3 of this administrative regulation.

2. Determination of Validity of Judicial Warrant, Subpoena or Order
    a. If presented with a warrant, subpoena or order by federal immigration authorities, the immigration liaison shall verify the validity of the warrant, subpoena or order by determining whether the warrant, subpoena or order is judicially authorized. An administrative warrant, subpoena, order or other legal process that has not been authorized by a judicial officer does not authorize the district to provide law enforcement with access to records or information, or facilities for purposes of immigration enforcement.

A judicially authorized warrant, subpoena or order contains the following key features:

i. A caption, near the top of the document, identifying the court that issued the order (typically the federal district court for the District of Oregon);
ii. A signature block, near the end of the document, including the name of the person who signed the order, and identifying that individual as a judge, magistrate, clerk of court, or other person signing on behalf of a judge or magistrate, and the date of the signature; and
iii. An indication that the warrant, subpoena or order has not expired.

Examples of warrants and subpoenas are available in the Attorney General's model policies[1].

b. The immigration liaison shall notify the superintendent or designee of the warrant, subpoena or order and whether the warrant, subpoena or order appears on its face to be judicially authorized.

c. The immigration liaison should request a copy of the warrant, subpoena or order and transmit a copy of the warrant, subpoena or order for review by the superintendent or designee, or legal counsel.

d. The superintendent or designee shall make the final determination regarding the validity of any warrant, subpoena or order and whether, and to what extent, federal immigration will have access to district records or information, or facilities. If the superintendent or designee is uncertain as to the validity or scope of the warrant, subpoena or order, the superintendent or designee should immediately consult legal counsel or a statewide or regional education organization.

3. Approval of Response by Superintendent
   a. The immigration liaison shall notify the superintendent or designee of a request related to immigration enforcement prior to responding to the request. The superintendent or designee will only honor requests from immigration enforcement officers or other agencies enforcing federal immigration laws if the request is judicially authorized. If the superintendent or designee is uncertain as to the lawfulness or scope of the request, the superintendent or designee should immediately consult legal counsel or a statewide or regional education organization prior to approving a response.

[1] 1 https://www.doj.state.or.us/wp-content/uploads/2026/06/Attorney-Generals-Model-Public-School-Policies-in-Compliance-with-SB-1538.pdf

b. If the superintendent or designee determines that a response is not authorized by a judicial subpoena issued as part of a court proceeding or by another compulsory court-issued legal process, such as a warrant, the superintendent or designee shall direct the immigration liaison to decline the request.

   Upon direction of the superintendent or designee, the immigration liaison shall decline the request, refer the federal immigration enforcement authorities to the superintendent or designee, and request that they leave the premises.
   The immigration liaison shall ensure that the information documented pursuant to this administrative regulation is submitted to the Oregon Criminal Justice Commission as provided in ORS 181A.826.

c. If the request is accompanied by a subpoena, warrant or order that appears on its face to be judicially authorized, the superintendent or designee must review and approve the immigration liaison of district's response to the request.

   The superintendent or designee shall ensure that the district's response provides no greater access to records or information, or facilities, than that required by the subpoena, warrant or order.

d. If the request involves a warrant that appears to be valid and authorizes the arrest of a particular person, the superintendent shall direct the immigration liaison to request that the arrest be conducted in a manner that is the least disruptive to the school environment and to the person's wellbeing, which may include bringing the arrestee to the federal immigration authorities.

4. School-Sponsored Events
   If federal immigration authorities appear at a school-sponsored event open to the general public (e.g., field trip, athletic event, band event), staff should document their observations, notify the immigration liaison and follow any guidance provided by the immigration liaison. When alerted to the presence of federal immigration authorities at a school-sponsored event, the immigration liaison shall notify the superintendent or designee.

5. [School Transportation/Buses
   If federal immigration authorities request to board a school bus or other vehicle transportation, the driver should ask them to wait outside the bus/vehicle, close the doors, and immediately call the immigration liaison and follow any guidance provided by the immigration liaison. The immigration liaison shall notify the superintendent or designee and coordinate an approved response as outlined in this policy.]

6. Volunteers
   The district will determine which volunteers need to receive training or materials regarding this administrative regulation.

Philomath School District 17J

Code: KNA – AR (2)
Adopted: 08/20/2026
Revised/ Readopted:

Federal Immigration Enforcement Request Log

School Site:

- ☐ Blodgett Elementary School
- ☐ Clemens Primary School
- ☐ King Valley Charter School
- ☐ Philomath Academy
- ☐ Philomath Elementary School
- ☐ Philomath High School
- ☐ Philomath Middle School

Person Receiving Request: _____ Title: _____

1) Requesting Officer Information

   Officer Name: _____ Badge #: _____

   Agency: _____

   Contact Information: _____

2) Number of Officers Present: _____

3) Time, Date, and Location of Request: _____

4) Nature of Request:
   - ☐ Request to Enter School Property
   - ☐ Request to Interview a Student
   - ☐ Request to Locate a Student
   - ☐ Request to Detain or Take Custody of an Individual
   - ☐ Request to Access School Facilities or Buildings
   - ☐ Request to Interview Staff Member
   - ☐ Request to Obtain Student Records
   - ☐ Other (Describe)

     _____

5) Source of Authority for Request:
   Authority Cited by Officer(s):

   - ☐ Administrative Warrant
   - ☐ Judicial Warrant
   - ☐ Court Order
   - ☐ Subpoena
   - ☐ Other Authority (Describe)

Document Presented: ☐ Yes ☐ No

If yes, identify the document and any identifying numbers: _____

Copy Obtained: ☐ Yes ☐ No

6. Does Request Require an Immediate Response: ☐ Yes ☐ No

Superintendent or Designee Review and Approval
The superintendent or designee must review the request and approve any response to a law enforcement request related to immigrant enforcement.

Review Conducted By:
☐ Superintendent ☐ Designee

Name: _____

Title: _____

Response Authorized:
☐ Yes ☐ No ☐ Additional Legal Review Required ☐Pending Further Information

Witnesses Present:

Name	Role or Title	Contact Info

How Encounter Concluded:
☐ Access to School Property Granted
☐ Access Denied Pending Legal Review
☐ Referred to Superintendent or Designee
☐ Referred to School Administrator
☐ Officer Left Without Further Action
☐ Other (Describe)

Detailed Summary of Outcome:

Additional Notes:

Follow-Up Actions:

- ☐ Legal Counsel Notified
- ☐ Superintendent Notified and Copies, Photographs, or Other Documentation Transmitted to the Superintendent or Designee.
- ☐ Law Enforcement Documentation Copied and Retained.

Form Completed By:

Name (Print): _____

Title: _____

Signature: _____

Date/ Time Completed: _____

K12 School Model Policy

Purpose:

The purpose of this policy is to provide employees with guidance regarding their responsibilities when interacting with federal immigration authorities engaged in enforcement at [NAME OF SCHOOL/ESD]. Federal immigration authorities include agents of the Enforcement and Removal Operations section of US Immigration and Customs Enforcement (ICE) and agents of any other federal agency with the authority to detect, investigate, or enforce violations of immigration law.

Who Should Understand This Policy:

All employees of [NAME OF SCHOOL/ESD].

Policy Summary:

[NAME OF SCHOOL/ESD] complies with state and federal law when responding to requests from federal immigration authorities regarding immigration enforcement. To maintain a coordinated, consistent, and lawful response to federal immigration enforcement activities, [NAME OR POSITION TITLE] will serve as the primary point of contact for coordinating interactions with federal immigration authorities engaged in enforcement activities at or near [NAME OF SCHOOL/ESD]. Absent a judicially authorized warrant or court order, employees must not allow federal immigration authorities access to [NAME OF SCHOOL/ESD]'s records or facilities not open to the public for the purposes of immigration enforcement and must verify the validity of any warrant or court order involving immigration enforcement presented to them by federal immigration authorities to ensure it is judicially authorized. The Appendices attached to this policy provide examples of judicial and administrative warrants and subpoenas. The superintendent or superintendent's designee must review and approve any response to a request involving immigration enforcement. [NAME OF SCHOOL/ESD] will provide ongoing training to employees to ensure compliance with this policy.

Policy:

Section 1. Designation of Primary Point of Contact.

[DESIGNATED PERSON/TITLE] is the primary point of contact for coordinating interactions with federal immigration authorities occurring at [NAME OF SCHOOL/ESD]. [DESIGNATED PERSON/TITLE] shall serve as an alternative point of contact during [DESIGNATED PERSON/TITLE]'s absence or unavailability.

[DESIGNATED PERSON/TITLE]'s responsibilities include:

(1) Serving as [NAME OF SCHOOL/ESD]'s representative during encounters with federal immigration authorities;

(2) Ensuring federal immigration authorities engaging in enforcement activities at [NAME OF SCHOOL/ESD] have notice of relevant [NAME OF SCHOOL AND DISTRICT/ESD]'s policies;

(3) Assisting employees in performing their duties in response to immigration enforcement efforts, including ensuring compliance with all [NAME OF SCHOOL AND DISTRICT/ESD]'s policies related to interactions with federal immigration authorities and immigration enforcement efforts;

(4) Reviewing and responding to requests from federal immigration authorities, in coordination with, and under the direction of, the superintendent or the superintendent's designee; and

(5) Facilitating [NAME OF SCHOOL/ESD]'s compliance with lawful immigration enforcement efforts in a manner that does not unnecessarily disrupt the school environment or invade the privacy of students, employees, or volunteers.

Section 2. Confidentiality of School Records

A. Disclosure of Protected Information for Immigration Enforcement is Prohibited

Except when required by a judicially authorized warrant, subpoena, or order, Oregon law prohibits [NAME OF SCHOOL/ESD] from disclosing protected information to federal immigration authorities for the purpose of enforcing federal immigration laws. Protected information includes information relating to a person's:

- Address;
- Workplace or hours of work;
- School or school hours;
- Contact information, including telephone number, electronic mail address or social media account information;
- Known associates or relatives; and
- Date, time or location of the person's hearings, proceedings or appointments with a public body that are not matters of public record.

Oregon law also prohibits sharing any of the above information about a person's relatives or known associates with federal authorities for immigration enforcement purposes.

B. Disclosure of Citizenship or Immigration Status or Country of Birth Information is Prohibited

Oregon law generally prohibits [NAME OF SCHOOL/ESD] from sharing or disclosing citizenship or immigration status or country of birth information that [NAME OF SCHOOL/ESD] collects, unless one of the following exceptions applies:

- The disclosure is required by state or federal law (other than federal immigration law).
- The disclosure is required by a judicially authorized warrant, order, or subpoena.
- The information being shared with a person concerns only that person or their dependents.
- The information is aggregated and not personally identifiable.

Citizenship or immigration status or country of birth information is any information concerning:

- Where a person was born; or
- Whether a person is a citizen of the United States; or
- Whether a person has lawful authority to be present in the United States.

C. Duty to Maintain Confidentiality of Records

In addition to the prohibitions described above, federal and state laws make records and information related to students confidential and permit disclosure only in limited circumstances. [NAME OF SCHOOL/ESD]'s policy with respect to student records can be found [CITE TO EXISTING STUDENT RECORD POLICY]. To ensure compliance with applicable federal and state law, [NAME OF SCHOOL/ESD]'s employees shall not disclose <u>any</u> school records or information to federal immigration authorities except as provided in [NAME OF SCHOOL/ESD]'s policies [INSERT REFERENCE TO APPROPRIATE SCHOOL FERPA POLICY].

Employees must also maintain the confidentiality of school records and other information about students, employees, and volunteers when communicating with other students, parents, or community members about immigration enforcement activities involving students, employees, or volunteers of [NAME OF SCHOOL/ESD] or occurring at [NAME OF SCHOOL/ESD]. Employees should direct anyone with questions about immigration enforcement activities occurring at [NAME OF SCHOOL/ESD] to [DESIGNATED PERSON/TITLE].

Section 3. Interactions with Immigration Enforcement.

School employees shall adhere to all [NAME OF SCHOOL AND DISTRICT/ESD] policies when interacting with federal immigration authorities.

Unless expressly authorized by the superintendent or the superintendent's designee, or by [DESIGNATED PERSON/TITLE] on behalf of the superintendent or the superintendent's designee, employees shall not:

(1) Provide federal immigration authorities with records or information about students, employees, or volunteers;

(2) Confirm whether a student, employee, or volunteer is present or make the student, employee, or volunteer available;

(3) Allow access to non-public areas of [NAME OF SCHOOL/ESD]'s facilities or property;

(4) Sign documents presented by federal immigration authorities; or

(5) Give consent to any immigration enforcement action.

Employees may not interfere with lawful immigration enforcement actions or physically obstruct federal immigration authorities in any manner. However, employees should immediately report to [DESIGNATED PERSON/TITLE] if they observe any conduct or enforcement activities by federal immigration authorities that violate state or federal law, or [SCHOOL or DISTRICT/ESD] policies, or that otherwise present a security threat or potential danger to students, employees, volunteers, or visitors.

Employees who receive a request related to immigration enforcement must immediately notify [DESIGNATED PERSON/TITLE]. [DESIGNATED PERSON/TITLE] is responsible for interacting with the federal immigration authorities until the matter is concluded or the federal immigration authorities have been referred to the superintendent or the superintendent's designee.

[DESIGNATED PERSON/TITLE], or if [DESIGNATED PERSON/TITLE] is not immediately available, [ALTERNATE DESIGNATED PERSON] should meet the federal immigration authorities at the school door or other area designated by the superintendent or the superintendent's designee for this purpose.

[DESIGNATED PERSON/TITLE] shall provide federal immigration authorities with a copy of this policy and explain that school employees are required to follow these steps in this policy. [DESIGNATED PERSON/TITLE] should inform the immigration authorities that school employees must contact the office of the superintendent or the superintendent's designee for guidance before providing access to school facilities, records, or other information.

[DESIGNATED PERSON/TITLE] should direct an assistant to contact the superintendent or superintendent's designee while [DESIGNATED PERSON/TITLE] remains with the federal immigration authorities.

[DESIGNATED PERSON/TITLE] must document the request from federal immigration authorities to fullest extent possible under the circumstances. At a minimum, the documentation shall include the following information, if available:

(1) The name, badge number, and agency of the law enforcement officer making the request;

(2) The number of officers present;

(3) Time, date, and location of the request;

(4) The nature of the request;

(5) The source of authority for the request, including whether the request is administratively or judicially authorized;

(6) Whether the request requires an immediate response;

(7) The identification of witnesses present; and

(8) How the encounter concluded.

[DESIGNATED PERSON/TITLE] shall direct an assistant to transmit copies, photos, or other documentation provided by federal immigration authorities to the superintendent or the superintendent's designee, along with other information documented pursuant to this policy. The superintendent or the superintendent's designee must approve any response to a law enforcement request related to immigration enforcement as provided in Section 5 of this policy.

Section 4. Determination of Validity of Judicial Warrant or Order.

If presented with a warrant or order by federal immigration authorities, [DESIGNATED PERSON/TITLE] shall verify the validity of the warrant or order by determining whether the warrant or order is judicially authorized. An administrative warrant or other legal process that has not been authorized by a judicial officer does not authorize [NAME OF SCHOOL/ESD] to provide law enforcement with access to records or information, or facilities for purposes of immigration enforcement. A judicially authorized warrant or order contains the following key features:

(1) A caption, near the top of the document, identifying the court that issued the order (typically the federal district court for the District of Oregon);

(2) A signature block, near the end of the document, including the name of the person who signed the order, and identifying that individual as a judge, magistrate, clerk of court, or other person signing on behalf of a judge or magistrate, and the date of the signature; and

(3) An indication that the warrant or order has not expired.

Examples of warrants and subpoenas are available in the Appendices attached.

[DESIGNATED PERSON/TITLE] shall notify the superintendent or the superintendent's designee of the warrant or order and whether the warrant or order appears on its face to be judicially authorized. [DESIGNATED PERSON/TITLE] should request a copy of the warrant or order and transmit a copy of the warrant or order for review by the superintendent or superintendent's designee, or legal counsel.

The superintendent or the superintendent's designee shall make the final determination regarding the validity of any warrant or court order and whether, and to what extent, federal immigration authorities will have access to [NAME OF SCHOOL/ESD]'s records or information, or facilities as provided in Section 5 of this policy. If the superintendent or the superintendent's designee is uncertain as to the validity or scope of the warrant or order, the superintendent or the superintendent's designee should immediately consult legal counsel or a statewide or regional education organization.

Section 5. Approval of Response by Superintendent.

[DESIGNATED PERSON/TITLE] shall notify the superintendent or the superintendent's designee of a request related to immigration enforcement prior to responding to the request. The superintendent or superintendent's designee will only honor requests from immigration enforcement officers or other agencies enforcing federal immigration laws if the request is judicially authorized. If the superintendent or the superintendent's designee is uncertain as to the lawfulness or scope of the request, the superintendent or the superintendent's designee should immediately consult legal counsel or a statewide or regional education organization prior to approving a response.

If the superintendent or superintendent's designee determines that a response is not authorized by a judicial subpoena issued as part of a court proceeding or by another compulsory court-issued legal process, such as a warrant, the superintendent or the superintendent's designee shall direct [DESIGNATED PERSON/TITLE] to decline the request. Upon direction of the superintendent or superintendent's designee, [DESIGNATED PERSON/TITLE] shall decline the request, refer the federal immigration enforcement authorities to the superintendent or the superintendent's designee, and request that they leave the premises. [DESIGNATED PERSON/TITLE] shall ensure that the information documented

pursuant to this policy is submitted to the Oregon Criminal Justice Commission as provided in [ORS 181A.826 OR NAME OF SCHOOL/ESD'S EXISTING POLICY].

If the request is accompanied by a subpoena, warrant, or order that appears on its face to be judicially authorized, the superintendent or the superintendent's designee must review and approve the [DESIGNATED PERSON/TITLE] of [NAME OF SCHOOL/ESD]'s response to the request. The superintendent or superintendent's designee shall ensure that the [NAME OF SCHOOL/ESD]'s response provides no greater access to records or information, or facilities, than that required by the subpoena, warrant, or order.

If the request involves a warrant that appears to be valid and authorizes the arrest of a particular person, the superintendent shall direct [DESIGNATED PERSON/TITLE] to request that the arrest be conducted in a manner that is the least disruptive to the school environment and to the student's wellbeing, which may include bringing the arrestee to the federal immigration authorities.

Section 6. School Sponsored Events.

If federal immigration authorities appear at a school-sponsored event open to the general public (field trip, athletic event, band event, etc.) employees should document their observations, notify [DESIGNATED PERSON/TITLE] and follow any guidance provided by [DESIGNATED PERSON/TITLE].

When alerted to the presence of federal immigration authorities at a school-sponsored event, [DESIGNATED PERSON/TITLE] shall notify the superintendent or the superintendent's designee.

Section 7. School Transportation/Buses.

If federal immigration authorities request to board a school bus or other vehicle transportation, the driver should ask them to wait outside the bus/vehicle, close the doors, and immediately call the [DESIGNATED PERSON/TITLE] and follow any guidance provided by [DESIGNATED PERSON/TITLE].

[DESIGNATED PERSON/TITLE] shall notify the superintendent or the superintendent's designee and coordinate an approved response as outlined in this policy.

Section 8. Training.

Upon the adoption of this policy and not less than once every two years thereafter, [NAME OF SCHOOL/ESD] will provide training to current employees of one hour or more regarding federal and state laws, and [NAME OF SCHOOL AND DISTRICT/ESD]'s policies, relating to interacting with federal immigration authorities and responding to immigration enforcement efforts.

[NAME OF SCHOOL/ESD] will provide the required training to all new employees within 30 days of beginning employment.

APPENDIX A

FEDERAL COURT WARRANT - **JUDICIAL**

AO 93 (Rev. 11/13) Search and Seizure Warrant

UNITED STATES DISTRICT COURT

for the

_____ District of _____

In the Matter of the Search of
(Briefly describe the property to be searched or identify the person by name and address)

) Case No.

SEARCH AND SEIZURE WARRANT

To: Any authorized law enforcement officer

An application by a federal law enforcement officer or an attorney for the government requests the search of the following person or property located in the _____ District of _____
(identify the person or describe the property to be searched and give its location):

I find that the affidavit(s), or any recorded testimony, establish probable cause to search and seize the person or property described above, and that such search will reveal *(identify the person or describe the property to be seized)*:

YOU ARE COMMANDED to execute this warrant on or before _____ *(not to exceed 14 days)*
❒ in the daytime 6:00 a.m. to 10:00 p.m. ❒ at any time in the day or night because good cause has been established.

Unless delayed notice is authorized below, you must give a copy of the warrant and a receipt for the property taken to the person from whom, or from whose premises, the property was taken, or leave the copy and receipt at the place where the property was taken.

The officer executing this warrant, or an officer present during the execution of the warrant, must prepare an inventory as required by law and promptly return this warrant and inventory to _____.
(United States Magistrate Judge)

❒ Pursuant to 18 U.S.C. § 3103a(b), I find that immediate notification may have an adverse result listed in 18 U.S.C. § 2705 (except for delay of trial), and authorize the officer executing this warrant to delay notice to the person who, or whose property, will be searched or seized *(check the appropriate box)*
❒ for _____ days *(not to exceed 30)* ❒ until, the facts justifying, the later specific date of _____.

Date and time issued: _____ _____
Judge's signature

City and state: _____ _____
Printed name and title

AO 93 (Rev. 11/13) Search and Seizure Warrant (Page 2)

Return

Case No.:	Date and time warrant executed:	Copy of warrant and inventory left with:
Inventory made in the presence of :		
Inventory of the property taken and name of any person(s) seized:		

Certification

I declare under penalty of perjury that this inventory is correct and was returned along with the original warrant to the designated judge.

Date: _____

_____
Executing officer's signature

_____
Printed name and title

APPENDIX B

HOMELAND SECRUITY WARRANT –**NOT JUDICIAL**

U.S. DEPARTMENT OF HOMELAND SECURITY **Warrant for Arrest of Alien**

File No. _____

Date: _____

To: Any immigration officer authorized pursuant to sections 236 and 287 of the Immigration and Nationality Act and part 287 of title 8, Code of Federal Regulations, to serve warrants of arrest for immigration violations

I have determined that there is probable cause to believe that _____ is removable from the United States. This determination is based upon:

☐ the execution of a charging document to initiate removal proceedings against the subject;

☐ the pendency of ongoing removal proceedings against the subject;

☐ the failure to establish admissibility subsequent to deferred inspection;

☐ biometric confirmation of the subject's identity and a records check of federal databases that affirmatively indicate, by themselves or in addition to other reliable information, that the subject either lacks immigration status or notwithstanding such status is removable under U.S. immigration law; and/or

☐ statements made voluntarily by the subject to an immigration officer and/or other reliable evidence that affirmatively indicate the subject either lacks immigration status or notwithstanding such status is removable under U.S. immigration law.

YOU ARE COMMANDED to arrest and take into custody for removal proceedings under the Immigration and Nationality Act, the above-named alien.

SAMPLE

_____
(Signature of Authorized Immigration Officer)

_____
(Printed Name and Title of Authorized Immigration Officer)

Certificate of Service

I hereby certify that the Warrant for Arrest of Alien was served by me at _____ (Location)

on _____ (Name of Alien) on _____ (Date of Service), and the contents of this notice were read to him or her in the _____ (Language) language.

_____ Name and Signature of Officer

_____ Name or Number of Interpreter (if applicable)

Form I-200 (Rev. 09/16)

APPENDIX C

FEDERAL COURT CRIMINAL SUBPOENA – **JUDICIAL**

AO 89B (07/16) Subpoena to Produce Documents, Information, or Objects in a Criminal Case

UNITED STATES DISTRICT COURT

for the

_____ District of _____

United States of America)
v.)
) Case No.
_____)
Defendant)

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS IN A CRIMINAL CASE

To:

_____
(Name of person to whom this subpoena is directed)

YOU ARE COMMANDED to produce at the time, date, and place set forth below the following books, papers, documents, data, or other objects:

Place:	Date and Time:

Certain provisions of Fed. R. Crim. P. 17 are attached, including Rule 17(c)(2), relating to your ability to file a motion to quash or modify the subpoena; Rule 17(d) and (e), which govern service of subpoenas; and Rule 17(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

(SEAL)

Date: _____

CLERK OF COURT

_____
Signature of Clerk or Deputy Clerk

The name, address, e-mail, and telephone number of the attorney representing *(name of party)* _____

_____ , who requests this subpoena, are:

Notice to those who use this form to request a subpoena

Before requesting and serving a subpoena pursuant to Fed. R. Crim. P. 17(c), the party seeking the subpoena is advised to consult the rules of practice of the court in which the criminal proceeding is pending to determine whether any local rules or orders establish requirements in connection with the issuance of such a subpoena. If no local rules or orders govern practice under Rule 17(c), counsel should ask the assigned judge whether the court regulates practice under Rule 17(c) to 1) require prior judicial approval for the issuance of the subpoena, either on notice or ex parte; 2) specify where the documents must be returned (e.g., to the court clerk, the chambers of the assigned judge, or counsel's office); and 3) require that counsel who receives produced documents provide them to opposing counsel absent a disclosure obligation under Fed. R. Crim. P. 16.

Please note that Rule 17(c) (attached) provides that a subpoena for the production of certain information about a victim may not be issued unless first approved by separate court order.

Case No.

PROOF OF SERVICE

This subpoena for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

❒ I served the subpoena by delivering a copy to the named person as follows: _____

_____

_____ on *(date)* _____ ; or

❒ I returned the subpoena unexecuted because: _____

_____ .

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $ _____ for services, for a total of $ _____ .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Criminal Procedure 17 (c), (d), (e), and (g) (Effective 12/1/08)

(c) Producing Documents and Objects.

(1) In General. A subpoena may order the witness to produce any books, papers, documents, data, or other objects the subpoena designates. The court may direct the witness to produce the designated items in court before trial or before they are to be offered in evidence. When the items arrive, the court may permit the parties and their attorneys to inspect all or part of them.

(2) Quashing or Modifying the Subpoena. On motion made promptly, the court may quash or modify the subpoena if compliance would be unreasonable or oppressive.

(3) Subpoena for Personal or Confidential Information About a Victim. After a complaint, indictment, or information is filed, a subpoena requiring the production of personal or confidential information about a victim may be served on a third party only by court order. Before entering the order and unless there are exceptional circumstances, the court must require giving notice to the victim so that the victim can move to quash or modify the subpoena or otherwise object.

(d) Service. A marshal, a deputy marshal, or any nonparty who is at least 18 years old may serve a subpoena. The server must deliver a copy of the subpoena to the witness and must tender to the witness one day's witness-attendance fee and the legal mileage allowance. The server need not tender the attendance fee or mileage allowance when the United States, a federal officer, or a federal agency has requested the subpoena.

(e) Place of Service.

(1) In the United States. A subpoena requiring a witness to attend a hearing or trial may be served at any place within the United States.

(2) In a Foreign Country. If the witness is in a foreign country, 28 U.S.C. § 1783 governs the subpoena's service.

(g) Contempt. The court (other than a magistrate judge) may hold in contempt a witness who, without adequate excuse, disobeys a subpoena issued by a federal court in that district. A magistrate judge may hold in contempt a witness who, without adequate excuse, disobeys a subpoena issued by that magistrate judge as provided in 28 U.S.C. § 636(e).

APPENDIX D

FEDERAL COURT CIVIL SUBPOENA – **JUDICIAL**

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action

UNITED STATES DISTRICT COURT

for the

_____ District of _____

_____)
Plaintiff)
v.) Civil Action No.
_____)
Defendant)

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To:

_____
(Name of person to whom this subpoena is directed)

❒ *Production:* **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

Place:	Date and Time:

❒ *Inspection of Premises:* **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: _____

CLERK OF COURT

OR

_____ _____
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)* _____
_____, who issues or requests this subpoena, are:

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____

on *(date)* _____ .

❒ I served the subpoena by delivering a copy to the named person as follows: _____

_____

_____ on *(date)* _____ ; or

❒ I returned the subpoena unexecuted because: _____

_____ .

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $ _____ for services, for a total of $ _____ .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)

(c) Place of Compliance.

(1) ***For a Trial, Hearing, or Deposition.*** A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) ***For Other Discovery.*** A subpoena may command:

(A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) ***Avoiding Undue Burden or Expense; Sanctions.*** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) ***Command to Produce Materials or Permit Inspection.***

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) ***Quashing or Modifying a Subpoena.***

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) ***Producing Documents or Electronically Stored Information.*** These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) ***Claiming Privilege or Protection.***

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013).

APPENDIX E

IMMIGRATION ENFORCEMENT SUBPOENA – **NOT JUDICIAL**

1. To (Name, Address, City, State, Zip Code)	DEPARTMENT OF HOMELAND SECURITY **IMMIGRATION ENFORCEMENT SUBPOENA** **to Appear and/or Produce Records** 8 U.S.C. § 1225(d), 8 C.F.R. § 287.4
Subpoena Number	
2. In Reference To (Title of Proceeding) (File Number, if Applicable)	

By the service of this subpoena upon you, **YOU ARE HEREBY SUMMONED AND REQUIRED TO:**

(A) ☐ **APPEAR** before the U.S. Customs and Border Protection (CBP), U.S. Immigration and Customs Enforcement (ICE), or U.S. Citizenship and Immigration Services (USCIS) Official named in Block 3 at the place, date, and time specified, to testify and give information relating to the matter indicated in Block 2.

(B) ☒ **PRODUCE** the records (books, papers, or other documents) indicated in Block 4, to the CBP, ICE, or USCIS Official named in Block 3 at the place, date, and time specified.

Your testimony and/or production of the indicated records is required in connection with an investigation or inquiry relating to the enforcement of U.S. immigration laws. Failure to comply with this subpoena may subject you to an order of contempt by a federal District Court, as provided by 8 U.S.C. § 1225(d)(4)(B).

3. (A) CBP, ICE or USCIS Official before whom you are required to appear Name Title Address Telephone Number	(B) Date (C) Time ☒ a.m. ☐ p.m.
4. Records required to be produced for inspection	

SAMPLE

If you have any questions regarding this subpoena, contact the CBP, ICE, or USCIS Official identified in Block 3.

5. Authorized Official

(Signature)

(Printed Name)

(Title)

(Date)

DHS Form I-138 (6/09)

Coversheet

Surplus Property

Section: IV. Action Items
Item: B. Surplus Property
Purpose: Vote
Submitted by:
Related Material: Surplus Equipment.pdf

Benton County School District 17J

Disposal Form **Fiscal Year: 2026-2027**

REQUEST FOR AUTHORIZATION TO DISPOSE OF EQUIPMENT

SCHOOL District DEPARTMENT Forestry - HS

CHECK ONE: TRADE-IN _____ SALE _____ LOSS _____ TRANSFER _____ OTHER _____

FROM: _____ TO: _____

Tag No.	Description (Include Model Number)	Serial No.	Date Acquired	Recorded Cost/Value	Sale/Trade-in Amount
NO TAG	'03 Freightliner Bus		2008*	*19,715	$5-10K
	VIN 4UZAAWAL53CK40608				
	* Purchased from First Student				

REASON FOR DISPOSITION: OAR 581-053-0250 Retrofit standards for OR School Buses - Bus age requires retrofit to be used for School transport. Not cost effective to keep

SIGNATURE _____ Superintendent DATE 08-06-2026 _____ Board Approval Date

Notes:

Deleted from GFA listing by: _____ DATE _____

Printed: 08/05/2026 4:13:22 PM CST Report: rptFADisposalForm DR:2026.2.0711 Page: 1

Benton County School District 17J

Disposal Form **Fiscal Year: 2026-2027**

REQUEST FOR AUTHORIZATION TO DISPOSE OF EQUIPMENT

SCHOOL District DEPARTMENT Forestry HS

CHECK ONE: TRADE-IN _____ SALE _____ LOSS _____ TRANSFER _____ OTHER _____

FROM: _____ TO: _____

Tag No.	Description (Include Model Number)	Serial No.	Date Acquired	Recorded Cost/Value	Sale/Trade-in Amount
NT10414	'99 Ford pickup F350	Plate E251610	2009*	$5,503.50	$4500
	Serial 1FTSW31L5XED89099				
	* purchased from Miller Timber				

REASON FOR DISPOSITION: Repairs needed to truck to allow student transport per inspection - cost more than value of truck

SIGNATURE _____ DATE 08-04-2026 _____
Superintendent Board Approval Date

Notes:

Deleted from GFA listing by: _____ DATE _____

Printed: 08/05/2026 4:13:22 PM CST Report: rptFADisposalForm DR:2026.2.0711 Page: 1