



Regular Board Session of the Board of Directors
BANKS SCHOOL DISTRICT 13
Banks, OR
Monday, April 10, 2023

Note: The District will endeavor to provide the following services if requested 48 hours prior to the meeting: qualified bilingual interpreters or qualified sign language interpreters. These services are provided at no cost to recipient. To obtain services, call 503-324-8591 at least 48 hours prior to this meeting.

1. Preliminaries
 - 1.1. Call to Order
 - 1.2. Flag Salute
 - 1.3. Roll Call
 - 1.4. Public Welcome/Recognition

The Banks School District Board of Directors welcomes the public to our April 10th, 2023 Regular Business Meeting. The Board appreciates your participation in the education of our students and welcomes your continued engagement.
 - 1.5. Approval of Agenda
 - 1.6. Banks High School Leadership
2. Recognitions
 - 2.1. Ms. McComie's Elementary Science Project
Chris McComie
3. Audience Comment
4. Presentations/Reports
 - 4.1. Presentations/Reports Situation Page

The Board will hear Superintendent comments, information on the annual insurance summary as well as an update on the MIDCO Transportation E-Bus grant. The Board will ask clarifying questions if needed. No action is needed at this time.
 - 4.2. Superintendent's Comments
Brian Sica
 - 4.3. MIDCO Transportation E-Bus Update
Brian Shuldberg, Regional VP, MIDCO
 - 4.4. Annual Insurance Summary
Alycia Johnson, VP of Executive Risk Mgmt, Assured Partners
 - 4.5. Financial Report
Dustin Geddes
The Board will hear a financial update and ask clarifying questions if needed.
5. Consent
 - 5.1. Consent Situation Page

The Board asks clarifying questions as needed. It is recommended that the Board makes a motion to approve the Consent agenda.
 - 5.2. Approve of 3.13.23 Board Meeting Minutes
 - 5.3. Routine Personnel Matters

Classified: None at this time
Licensed: None at this time
Other: None at this time

 - 5.3.1. Accept Resignation of Lindsay Lajoie

5.3.2. Hire Corbin Nelson, Groundskeeper

5.4. Revised 2023-2024 Draft Calendar

6. Discussion Items

6.1. Discussion Situation Page

The Board will review first readings of policy updates and will ask clarifying questions if needed.

6.2. 1st Reading of Policies AC-AR, GCBDF/GCBDF, IGBHD, JFCF-AR, JGE, KL-AR

7. Action Items

7.1. 2022-23 Resolution to approve 2022-2023 budget appropriations transfer within the Special Revenue Fund (200)

Dustin Geddes

It is recommended that the Board approves Resolution #2223-APR-01, to recognize and appropriate additional grant revenue received in the Special Revenue Fund.

8. Board Comments

9. Adjourn



April 2, 2023

Banks School District
12950 NW Main St
Banks, OR 97106
Attn: Brian Sica, Superintendent

Re: 2022 EPA Clean Bus Program Award Notice respecting the Transportation Services Contract dated July 2, 2015, as amended by Addendum dated January 22, 2020 (the "Transportation Contract") Mid Columbia School Bus Co., Inc. ("Contractor") and Banks School District #13 ("Banks District") and the application made by Navistar, Inc. ("Navistar") with respect to Banks District.

Dear Dr. Sica:

Mid Columbia Bus Co is pleased to inform Banks District that the application to participate in the United States Environmental Protection Agency (the "EPA") Clean Bus Program was selected by the EPA for an award (the "Banks Program Award") for a maximum amount of rebate funding as follows: (i) 11 new buses ("Replacement Buses") at up to \$375,000 per bus (up to \$4,125,000) and (ii) 11 chargers at \$20,000 per charger (up to \$220,000) (the "Award Amount"). Recognizing that it is likely that all districts will have to eventually move to electric vehicles, this grant opportunity enables us to bring new, environmentally friendly buses to your community at a financial advantage. To acquire the Replacement Buses and chargers for use in serving your district, Contractor will enter into a Clean Bus Program Customer Agreement and purchase orders with Navistar and will be required to submit related information and documentation to Navistar and the EPA under the Clean Bus Program. Before doing so, Contractor would like to confirm with you the following with respect to the Replacement Buses, chargers and the Transportation Contract:

- Contractor anticipates that the Replacement Buses and chargers will be available for delivery sometime after April 28, 2023.
- The diesel buses that Contractor currently uses to service Banks District are owned by Contractor and the Replacement Buses and chargers will also be owned by Contractor.
- In compliance with the Clean Bus Program and Contractor's contractual obligations with Navistar, upon receipt of a Replacement Bus for use in your district, Contractor must scrap a diesel fuel school bus that is in use in your district.
- The Replacement Buses will be used to service the Transportation Contract with no additional charge to Banks District for such buses. Contractor will be responsible for all driver and service technician training and transition costs.
- EPA rebate payments will be paid to Navistar by the EPA and Navistar will then issue Contractor a corresponding credit. Program Award payments will not be
-

paid to your district, nor will your district be responsible to pay for any portion of the buses.

- Contractor will be responsible for the cost of necessary electrical infrastructure upgrades to charge the Replacement Buses and once in use, your district will achieve fuel cost savings under the Transportation Contract from the removal of a diesel bus from the service fleet. As it relates to the Replacement Buses, Banks School District will be responsible for electricity costs to charge the Replacement Buses during the term of the Transportation Contract. No additional fuel surcharge will apply as it relates to the Replacement Buses.
- The Clean Bus Program and Contractor's contractual obligations with Navistar, require that each Replacement Bus and charger will be operated within your district for a minimum of 5 years from the delivery date of the Replacement Bus/charger. Banks District shall not take any action to prevent or otherwise restrict Contractor from operating each Replacement Bus and charger in the district during such 5 year period. The term of the Transportation Contract will expire on June 30, 2025. To ensure compliance and eligibility under the Clean Bus Program, Contractor and Banks District agree to cooperate in good faith to enter into an amendment to the Transportation Contract to extend the term of the Transportation Contract through the fifth anniversary of the delivery date of the last Replacement Bus and charger made available for use in Banks District under the Banks Program Award. Rates for such extension period shall be adjusted by increasing the then current rates by the U.S. Consumer Price Index (CPI) during the prior twelve (12) month period prior to the Transportation Contract amendment date.
- Contractor and Banks District acknowledge that the terms of the Clean Bus Program and eligibility to participate under the Clean Bus Program are subject to change and factors that are outside of the control of Contractor and Banks District. Neither Contractor nor Banks District shall be liable to the other party for any lack of eligibility resulting from factors outside of such party's reasonable control.
- Contractor and Banks District to cooperate in good faith to ensure compliance and eligibility under the Clean Bus Program and Contractor's contractual obligations with Navistar, including, information reporting, execution and submission of any required documents and certifications and taking such other actions as may be reasonably requested by the other party to ensure compliance and eligibility.



Contractor is enthusiastic about partnering with Banks District, Navistar and the EPA to bring clean energy buses to your district. To ensure participation, Contractor is required to place purchase orders for the Replacement Buses and chargers no later than April 14, 2023. Please indicate your agreement with and acceptance of the foregoing by signing in the space provided below and returning a signed copy to me by email. Thank you very much.

Sincerely,

MID COLUMBIA SCHOOL BUS CO., INC..

By: _____
[Name, Title]

Agreed and Accepted:

[BANKS SCHOOL DISTRICT #13]

By: _____
Name: _____
Title: _____

Date: _____, 2023



Mid Columbia Bus Company

Electric School Buses
coming to Banks.





Equipment

- ▶ 11 school buses
- ▶ Size, color and all safety equipment is the same as current.
- ▶ Electric vehicles are approximately 3800 lbs heavier than current same size vehicle.
- ▶ This weight difference should not require any modifications to the asphalt or concrete parking lanes
- ▶ Mix of slow chargers and fast chargers to meet the needs of the fleet.
- ▶ Fast chargers 3x the cost to purchase/install
- ▶ Normal contract replacement would be 1-2 vehicles per year – this will replace 80% of fleet in fall of 2024

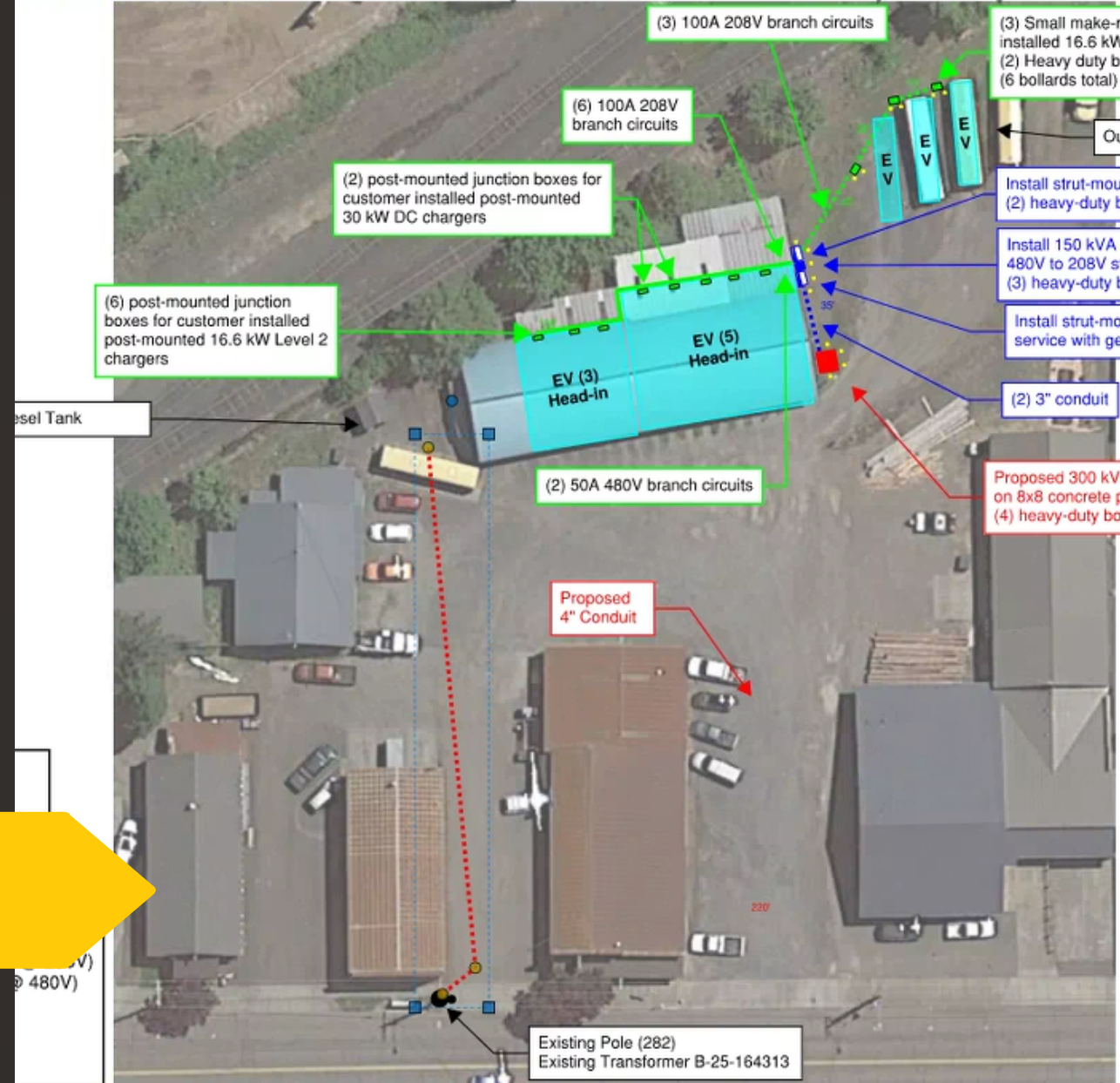


Funding

- ▶ EPA Clean School Bus Program
- ▶ Mid Columbia partnered with Navistar and Banks School District to apply for part of the \$4 billion in grant money
- ▶ Awarded up to \$4.1 million for 11 buses
- ▶ Grant covers actual cost of the vehicle up to \$375k
- ▶ Approximately \$220k for infrastructure cost
 - ▶ Mid Columbia assuming the risk for additional cost of vehicles and infrastructure
 - ▶ Buses must be ordered by April 28, 2023 for delivery of October 2024
- ▶ No additional cost to the district
 - ▶ Savings in fuel cost in year one
 - ▶ Additional savings yet to be determined, we will work together to the benefit of Mid Columbia and Banks SD as we get additional information and results

Facility Modification

Preliminary Site Design Rev 1 Solid Columbia Bus Co. - Banks (13860 NW Main Street, Banks)



PRELIMINARY - NOT FOR CONSTRUCTION

Disclaimer: This is a preliminary design for informational purposes only. This preliminary design is not intended for construction. PGE makes no warranty, expressed or implied, as to the accuracy, reliability, or completeness of this information.

Banks Transportation Operation

- ▶ Fleet of 14 vehicles
- ▶ Grant covers 11 – we will keep three diesel or gas buses to cover distance related trips where the electric vehicle cannot make the return trip without a charge
- ▶ Technicians and Drivers will be trained on how to maintain the electric buses
- ▶ Each bus will have a charging station – all buses will be charged nightly to ensure ready for next day route
- ▶ Charging stations have security so they cannot be used by unauthorized vehicles
- ▶ Other district's could use charger – assuming that the vehicles charging system is compatible



Transportation Agreement

- ▶ Required to operate the electric buses for a minimum of five (5) years
- ▶ Need to extend the current transportation agreement to cover the term of the electric buses
- ▶ District would pay for the electricity for the buses (currently paying for diesel fuel so not additional cost – just different fuel cost)
- ▶ Charging stations will be on a separate meter so it will be clear as to the cost/benefit associated with the vehicles
- ▶ Mid Columbia to pay infrastructure costs
- ▶ Mid Columbia to assume cost of vehicles if they exceed \$375k
- ▶ Additional grants or reduction in costs would be negotiated as we gain information



Still learning

- ▶ There are still many questions that the industry experts are working on
 - ▶ What is the life of the electric bus battery?
 - ▶ What happens to the battery life in different circumstances?
 - ▶ Cost of replacement – battery and/ultimately vehicle?
 - ▶ Power outage – how do we charge the buses?

PREMIUM SUMMARY

LINE OF COVERAGE CARRIER	2021/22 Expired Premiums	2022/2023 Annual Premiums
Property/Liability/Auto Package PACE	\$111,791	\$110,114
Accident-Catastrophic ACE American Insurance Co	\$3,158	\$3,158
Workers Compensation SAIF Corporation	\$35,239	\$17,065
Bonds Western Surety Company (CNA)	\$525	\$525
TOTAL INSURANCE COSTS:	\$150,713	\$130,862

Presentation Highlights:

- Total insurance premiums decreased for the 2022/2023 policy period. They decreased in your PACE premiums due to your larger claim from three years ago coming off the experience.
- I expect there to be 15% increases for both Property & Casualty lines coverage for the 2023 renewal. Formal projections will be available mid-April.
- Took advantage of the EPL Toolkit and obtained the 5% liability credit worth roughly \$1,000. This years' credit has already been earned.
- Worker's Compensation – with the reduction of your Experience Mod and the reduction of rates from SAIF your WC program greatly reduced for 2022, almost in half. We will see a slight increase for the 2023/2024 year, as your Experience Mod will jump up to a 1.21 due to claims activity and a “lower base premium”.
- Cyber Security Posture, Training and Cyber liability remain at the forefront from a mitigation standpoint. We are still waiting on what PACE can offer and may need to place coverage outside the trust.

Reminder: EPL retention is \$1,000 if pre-loss assistance is utilized. If pre-loss legal is not consulted there is a minimum deductible/retention for terminations leading to lawsuits of \$25,000.

Risk Management Items:

- Water Intrusion Remediation
- Virtual Reality
- Drones Usage and Training
- Traumatic Brain Injury
- Sexual Misconduct
- Title IX



Banks School District

Insurance & Risk Management Report

March 2023



Presented by
Alycia M. Johnson

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WSC Insurance Mission Statement – It is our corporate mission to provide protection, security, and peace of mind by placing and managing high quality, cost effective insurance plans and risk management services. *WSC is an independent insurance firm where experience, technology, passion and fresh perspectives come together to create value and competitive advantages for our clients.*

Our Commitment...

To Our Clients

- Offer customized solutions with our commitment to integrity, compassion and professionalism.
- Maintain 24/7 customer service - we are there when you need us the most.
- Creative – we are passionate about our clients and use creative solutions to solve your risk management and insurance concerns.
- Demonstrate the highest in professional and ethical standards – we remain at the forefront of the latest in education, training and trends about the market, products and our industry to bring you the very best products, pricing, and expertise
- Provide exceptional customer service through teamwork, positive attitudes and open and informative communication with clients.
- Remain at the forefront in technology systems to continuously improve customer service and coverage delivery.
- Represent only those insurance companies that can provide a broad range of products and services that will match the needs and requirements of the firm's clients. We will only use companies with the financial strength to maintain the high-level demand for service and stability we promote.

To Our Employees

- Provide a positive work environment, encourage continuing education, and provide the tools necessary to achieve the high degree of professionalism our clients deserve.
- Be fiscally prudent so we can take advantage of investment opportunities where appropriate and focus on maintaining consistent growth as an agency.
- Operate with clearly defined profit centers and a dedicated management unit to support the client service functions and to ensure continued growth and profitability.
- Offer a friendly, collegial team environment for all of us.
- Have fun while being effective.

To Our Communities

- Honor our history as a foundation of our community's spirit and commitment.
- Invest in the areas in which we do business through the volunteerism of our employees and financial commitments.
- Actively support community civic and service organizations.
- Be a community steward and a socially responsible organization.

Agency Value Proposition

While WSC is locally operated, we are an Assured Partners agency, a national broker, which provides our clients the resources of a much larger organization with personalized service.

WSC Insurance is a full-service agency including but not limited to the following coverage lines of insurance:

- Property & Casualty
- Workers' Compensation
- Fidelity and Surety Bonds
- Employee Benefits
- Life and Disability
- Financial Services/Asset Management
- Risk Management Consulting

Service Team

Alycia M. Johnson

Account Executive- Agent

Coordinates and oversees all client service activities related to the Property/Casualty Package, Workers' Compensation and Student Accident program and provides risk management consultation.

Alycia began her insurance career in 2007 working at Chubb & Sons Insurance. She joined WSC Insurance in the beginning of 2014 and is the Vice President of Executive Risk Management. Alycia heads up the Executive Risk & Risk Management team working with clients on Director's & Officers, Employment Practices Liability, Cyber Liability and Professional Liability areas of specialization for school districts & municipalities, private companies and non-profits.

WSC/AssuredPartners has been serving the District's insurance and risk management needs since 1978.

Hannah Pang

Account Executive

Oversees and executes all day-to-day correspondence and activities. She also performs claims reporting, initial submission of claims, and follow-up with insurance company claims personnel.

Hannah is a licensed agent and joined WSC/AssuredPartners in 2019. With her organized approach, she is able to efficiently provide the District with forms and insurance requirements timely and with accuracy.

EXECUTIVE SUMMARY

We are pleased to present the 2022/2023 Annual Insurance and Risk Management report for Banks School District. This report is intended to provide an overview of the District's insurance program and risk management efforts over the past twelve months.

Risk Management

WSC consulted with PACE loss control regarding various risk management concerns that came up during the year. Specifics in these areas are reviewed later under the Stewardship Report.

Administration continues to be attentive to risk management and understands the importance of maintaining efforts in this regard.

Market Dynamics

We can say with certainty that we are still in a hard market but are thankful for some offsetting factors that helped with our 2022/2023 program. For 2021/22 we saw a second mitigated rate increase of 15% that was offset by PACE's board in the release of reserves to cover the remaining 10% increase in premiums from the Trust's reinsurance markets. However, this was driven primarily due to the increased loss experience of the trust including school districts, ESD's and community colleges statewide. Property/Casualty insurance premiums are now ranging in the area of 10-12% on average although pricing continues to be impacted by individual loss experience. The District had no losses for this past year and has worked towards Risk Management Incentives to keep overall premiums as level as possible. We will see some changes going forward due to property damage claims. We will work hard to keep those modest. Then from the Trust perspective, they have had a moderate year of claims amongst all lines of coverage, especially with Employment matters.

The end result of the property/casualty cyclical hard and soft markets is typically an unstable pricing environment, fluctuating market capacity and underwriting appetites. Participation in a strong risk retention pool specifically designed for public school districts and ESD's has typically allowed for stabilization in coverage and reduced the impact of fluctuating premiums in this market segment.

Marketing

WSC Insurance/ AssuredPartners represents all the property/casualty insurance programs in Oregon for public entities. We look to those markets that have a history of providing the best insurance and risk management services to our public entity clients. It is our responsibility to represent Banks School District in the insurance marketplace.

Banks School District has maintained insurance coverage under PACE (Property and Casualty Coverage for Education) for property, liability, auto, errors & omissions, employment practices, and crime since 2004. This program is administered by Special Districts Association of Oregon and supported by OSBA with over 200 school districts, education service districts and community colleges.

The workers' compensation program is placed with SAIF Corporation and camper accident coverage is through ACE American Insurance Company.

Carrier Ratings by Financial Strength

Insurance carriers are rated based on their financial stability and their ability to pay claims. The two most recognized rating firms are A.M. Best and Standard & Poors.

A.M. Best rates a carrier based on its financial stability. Bests' categories are A++ to C-. A rating of A++ is given to companies considered the most financially stable.

Coverage Line	Insurance Company	A.M. Best Company Rating (outlook)
Property/Liability Package	PACE	Self-Insurance Pool
Accident	ACE American Insurance Company	A++ (superior w/ positive outlook)
Workers' Compensation	SAIF Corporation	N/A
Bonds	Western Surety Company (CNA)	A (excellent w/ stable outlook)

STEWARDSHIP REPORT

The following activities summarize some of the services provided to Banks School District since July 2022.

- COVID related information, checklists, coverage conversations, reopening options.
- Marketing and placement of coverage for entire insurance program.
- Review of property values and campus tour for insurance to value purposes.
- Coordination of claims activity and claims consultation.
- Processing of Certificates of Insurance and guidance in this regard.
- We offer access to an online risk management platform at no cost to the District. This program provides access to safety programs, employment policies, OSHA compliance and more.
- Workers' Compensation Program Analysis.
- Risk Management Consultation: Risk management programs must be continually updated to keep pace with growth within Banks School District and external influences. These programs need to address new exposures and threats that may not have even been considered in the past. There needs to be a continued focus on controlling the cost of claims (medical cost management, claims administration, and the cost of litigation) and on creating a loss-free environment.

Alycia continues to partner with the District to provide guidance and support in the development and implementation of effective risk management programs and workshops. The following are examples of risk management efforts completed or addressed over the past year:

- Monthly Risk Check In Meetings
- Contract review & recommendations upon request by Banks School District.
- Employment Liability Toolkit Completion and liability credit achieved.
- Special Clubs review and contract review
- Claims Management and Analysis/Advocacy with PACE

PROGRAM OVERVIEW

PROPERTY

Buildings and personal property are written on a blanket replacement cost basis at \$53,167,358 with a \$1,000 deductible. Coverage continues to be on an "all risk" of direct physical loss or damage basis, subject to policy terms and conditions. This "special form" coverage includes the perils of fire, wind, hail, vehicle damage, water damage, collapse, sprinkler leakage, vandalism and theft – all subject to policy exclusions.

There are many sub-limits per occurrence within the program that limit how much can be paid in these areas, for example, Personal Effects of Students/Employees/Volunteers (\$250,000 with a \$5,000 maximum per person), Ordinance & Law (\$5,000,000), Computer Virus (\$10,000), Sewer/Drain Backup (\$50,000) and more. Limited mold coverage is provided with a sub-limit of the lesser of 10% of the covered portion of the loss or \$10,000, for increased costs necessary to investigate, contain or remediate mold that is a direct result of a covered cause of loss.

Earthquake and Flood are both covered to a limit of \$10,000,000 annually each with a deductible of 5% subject to a \$25,000 minimum and \$100,000 maximum of the value of the damaged property. The exception to this deductible applies to property partially or wholly within a Special Federal Hazard Area (SFHA) per FEMA. These properties have a Flood deductible of \$500,000.

The most the trust will pay annually for all property losses is a group aggregate of \$400,000,000 per occurrence for all participants in the program while the earthquake and flood annual pool aggregate is \$100,000,000 for all members.

Blanket Extra Expense as a sub-limit of the blanket limit of up to \$5,000,000 covers expenses beyond those normally incurred to remain in operation following an insured loss.

The Boiler and Machinery/Mechanical Breakdown coverage is a separate coverage part with a deductible of \$1,000. The policy provides coverage for "accidents" involving boilers, hot water systems, pressure vessels, pumps and electrical apparatus. Extra Expense (\$5,000,000 sub-limit) and Computer Equipment (\$1,000,000 sub-limit) are included.

Specifically scheduled building and grounds maintenance equipment and FFA farm equipment is included in the above property blanket on all "all risk"/actual cash value basis with a limit of \$119,678 also subject to a \$1,000 deductible or \$5,000 depending on motor size.

PACE has made a change in the way they define "Outdoor Property". There is coverage for Outdoor Property or related equipment covered for the same named perils as all other, Property with a blanket limit of \$250,000 per occurrence. This is to cover, ball fields, backstops, batting cages, play structures and similar items. This is not to cover buildings like the concession stands or storage facilities. With this addition we reviewed the Property Schedule and made adjustments without exposing the aggregate limits above the \$250,000 sub limit.

Lastly, PACE provides coverage for Violent Acts with a limit of \$50,000 subject to a 48-hour deductible. This coverage pays for crises expenses as a result of a violent act at your premises including emergency management consulting, rental or lease expenses to relocate any victims away from the premises, counseling, transportation costs, contracted security or police, and/or hazardous cleanup.

CRIME

All employees, administrators, volunteers or board members handling District funds are covered under the blanket crime coverage to a limit of \$250,000 with a \$2,500 deductible. The crime coverage also extends to 3rd party theft of money up to \$250,000.

Individual Public Official Bonds are purchased as required by statute to cover the Superintendent at \$50,000 and the Business Manager at a \$100,000 limit.

LIABILITY

Legal liability for bodily injury and property damage claims arising out of the school premises and operations have a total limit of liability of \$20,000,000 per occurrence. This limit also applies to wrongful acts that occur during the policy period including errors, omissions and employment practices liability. **A \$1,000 deductible applies for most liability losses although there is a \$25,000 deductible applied for claims arising out of terminations if PACE or approved legal counsel is not consulted prior to an employment termination.** The total annual liability aggregate is \$20,000,000.

Protected under the District are all board members, administrators, employees, and volunteers while acting on behalf of the Banks School District and within the course and scope of their duties. Coverage is extended to include corporal punishment, sexual molestation and employee benefits liability.

District owned and non-owned autos are covered within the same limit of liability. Non-owned and borrowed auto physical damage is covered up to \$50,000.

Important liability exclusions to be noted include:

1. Aircraft exposures including drones
2. Owned boats
3. Racing of vehicles
4. Use of snowmobiles or trampolines
5. Asbestos and pollution
6. Specific types of trampolines

WORKERS COMPENSATION

Employee work related injuries are covered by a compensation insurance program with benefits established by statute. We assist in an annual evaluation of alternate programs considering net cost, including cash flow, engineering and administrative services, claims handling and loss control services.

Coverage is currently written with SAIF Corporation on a guaranteed cost basis and we have received the maximum on all of our Dividend opportunities.

STUDENT ACCIDENT

Each year all students are invited to participate in low cost Group Accident coverage that provides scheduled medical benefits ranging from a minimum of \$25,000 up to a \$75,000 maximum benefit. This plan also includes a \$10,000 accidental death benefit. Students involved in sports and certain other activities are required to declare their family coverage and sign a waiver if not purchasing the group coverage.

In addition, a \$5,000,000 catastrophic accident policy is in place with a \$25,000 deductible that applies to all students capped at \$1,000,000 for student athletes. This coverage mitigates liability exposure following a loss and provides a broad base of additional benefits. This coverage includes District sponsored interscholastic athletics.

PROGRAM SUMMARY

Property

<i>Policy #37P60026-61</i>	<i>07/01/2022-07/01/2023</i>
LOSS LIMIT:	\$ 53,167,358 Building, Business Personal Property & Inland Marine/Portable Equipment
EARTHQUAKE:	\$10,000,000 (\$450,000,000 program aggregate)
PERILS:	Risks of Direct Physical Loss or Damage subject to policy exclusions
VALUATION:	Replacement Cost
EXTENSIONS OF COVERAGE:	Mechanical Breakdown \$5,000,000 Extra Expense \$5,000,000 Ordinance or Law \$1,000,000 Media/Data \$500,000 Property in Transit \$500,000 Property in the Care, Custody & Control \$250,000 Property of Students/Employees/Volunteers (\$5,000 maximum per person) \$250,000 Outdoor Property \$100,000 Vandalism of Outdoor Fields & Tracks \$100,000 Aggregate Pollutant Clean-up or Removal from land or water \$100,000 Personal Property at Unscheduled Locations \$50,000 Sewer/Drain Backup \$10,000 Computer Virus \$10,000 Fine Arts \$10,000 or 10% (lessor of) Mold as a Result of a Covered Cause of Loss \$5,000 Money & Securities \$100,000 Terrorism
DEDUCTIBLE:	\$1,000 Per Occurrence (5% of damaged property subject to \$50,000 minimum/\$100,000 maximum deductible for Earthquake/Flood subject to SFHA exception)

Crime

Policy #37P60026-61

07/01/2022-07/01/2023

LIMITS:

\$250,000 Public Employee Dishonesty (per loss)

\$100,000 Sub-limit for Faithful Performance

\$250,000 Theft of Money/Securities

\$250,000 Forgery or Alteration

\$250,000 Computer Fraud

DEDUCTIBLE:

\$2,500

COVERAGE:

Faithful Performance

Loss caused to the Insured through the failure of any of the Employees acting alone or in collusion with others to perform faithfully his duties or to account properly for all monies and property received by virtue of his position or employment. Covered persons include non-compensated officers, directors and volunteer workers as employees.

Theft of Money/Securities

Loss of money and securities by the actual destruction, disappearance, or wrongful abstraction thereof within the premises, within any banking premises or similar recognized place of safe deposit or while being conveyed by a Messenger or any armored motor vehicle company, or while within the living quarters in the home of any Messenger, including theft.

Loss of (a) other property by safe burglary or robbery within the Premises or attempt thereat, and (b) a locked cash drawer, cash box, or cash register by felonious entry into such container within the Premises.

Forgery or Alteration

Loss which the Insured or any bank which is included in the Insured's proof of loss and in which the insured carries a checking or savings account, as their respective interests may appear, shall sustain through forgery or alteration of, on or in any check, draft, promissory note, bill of exchange or similar written promise, order or direction to pay a sum certain in purporting to have been made or drawn.

Computer Fraud

Protects against loss of money, securities and property when conversion occurs via computer fraud.

Commercial General Liability

Policy #37P60026-61

07/01/2022-07/01/2023

LIMITS:

\$20,000,000 Total Limit Bodily Injury and Property Damage Per Occurrence

\$20,000,000 Annual Aggregate

COVERAGE:

Tort Liability

Federal Acts Liability

Other Jurisdictions

Employee Benefits Liability

Corporal Punishment

Sexual Molestation

Host Liquor Liability

Incidental Medical Malpractice

Garage Liability

\$100,000 Limited Pollution

\$50,000 Applicators Pollution Coverage

\$100,000 Fungal Pathogens (Mold) Defense Costs

\$50,000 Lead Sublimit Defense Costs (\$200,000 program aggregate)

\$25,000 Ethics Complaint Defense Costs

\$50,000 EEOC/BOLI Defense Costs

\$25,000 Injunctive Relief Defense Costs

\$25,000 IDEA (Individuals w/ Disabilities Education Act) Defense Costs

\$50,000 Fair Dismissal Hearings Defense Costs

\$50,000 Breach of Employment Contract Defense Costs

\$25,000 Oregon Teachers Standards and Practices Commission (OTSPC) Defense Costs

\$50,000 Oregon Consumer Identity Theft Protection Act Expense Reimbursement Sublimit

\$5,000 OSHA Defense Costs

\$5,000 Premises Medical Expense (excludes students & employees)

\$500,000 Certified Acts of Terrorism

\$1,000,000 Cyber liability Coverage

Wrongful Acts – See School Board Legal Liability

DEDUCTIBLE:

\$1,000 / \$25,000 applies for termination related claims unless PACE legal counsel is consulted prior to employment termination.

EXCLUSIONS:

Refer to policy

ADDITIONAL INSUREDS:

Student Organizations, Parent/Teacher Organizations, Booster Clubs & Foundations under the jurisdiction and supervision of the governing board.

Automobile Liability & Physical Damage

Policy #37P60026-61

07/01/2022-07/01/2023

LIMITS:

Extended from General Liability Limits

Bodily Injury/Property Damage

Non-owned and Hired Auto Liability

\$1,000,000 Uninsured Motorists Bodily Injury

Statutory Personal Injury Protection

Physical Damage as scheduled

COVERAGE INCLUDED:

Automobile Excess Liability Coverage for Employees and Volunteers

Garagekeepers Legal Liability - \$10,000 limit

Hired Auto Physical Damage - \$50,000 limit

\$ 100 Deductible Comprehensive

\$ 500 Deductible Collision

VEHICLES INSURED:

See Attached Schedule

School Board Legal Liability

Policy #37P60026-61

07/01/2022-07/01/2023

LIMITS:

Included under Commercial General Liability Coverage

\$ 20,000,000 Total Limit of Liability

COVERAGE:

Wrongful Acts / Errors & Omissions

Employment Practices Liability

DEDUCTIBLE:

\$ 1,000 – wrongful acts

\$ 1,000 – employment practices (\$25,000 minimum deductible for terminations if PACE or approved legal counsel is not consulted prior to an employment termination)

EXCLUSIONS:

Bodily Injury/Property Damage/Personal Injury

Failure to purchase/maintain proper amounts of insurance

Criminal Acts

Employees Retirement Income Security Act

Arising from a “Pollution Incident”

Prior known acts

Refer to policy for additional exclusions

ADDITIONAL COVERAGES:

\$ 25,000 Ethics Complaint Defense

\$ 50,000 BOLI Defense Costs

\$ 5,000 OSHA Defense Costs

\$ 25,000 IDEA Defense

\$ 25,000 Fair Dismissal Hearings Defense

\$ 50,000 Breach of Employment Contract Defense

\$ 25,000 Injunctive Relief Defense

WHO IS AN INSURED:

Board members

Administrators

Employees

Volunteers

Student Teachers

Public Official Bonds

Policy # 62392276

07/01/2022-07/01/2023

SUBJECT OF COVERAGE:

Bond of School District Superintendent

LIMIT:

\$50,000

PRINCIPAL:

Brian Sica

OBLIGEE:

Washington County School District #13

CONDITIONS:

Insures the District for faithful performance in handling and performing duties regarding the office of the Superintendent of the district.

CANCELLATION:

30 Day Notice

Policy # 61313148

07/01/2022-07/01/2023

SUBJECT OF COVERAGE:

Bond of School Business Manager

LIMIT:

\$100,000

PRINCIPAL:

Dustin Geddes

OBLIGEE:

Washington County School District #13

CONDITIONS:

Insures the District for faithful performance in handling and performing duties regarding the office of the Clerk of the District.

CANCELLATION:

30 Day Notice

Workers' Compensation

Policy #93896

07/01/2022-07/01/2023

COVERAGE:

- A. Workers' Compensation in accordance with statutory requirements of each state as filed.
- B. Employers Liability – will pay on your behalf all sums you are legally obligated to pay because of accident or disease, including death, to any employee arising out of their employment.

LIMITS:

- A. Statutory
- B. \$500,000 Each Accident
 - \$500,000 Disease Policy Limit
 - \$500,000 Disease Each Employee

EXPERIENCE FACTOR

0.76

* For 2023/24 we will see an increase in the Experience Mod to a 1.21 and we will be watching for the years ahead.

Experience modification shown above is based on last 3 year's experience not including the most recently completed year. We have your Experience Modification Factor for 2021/22 at 1.62 a slight increase over last years' 1.54. This was projected from the claims history and while we communicated this information.

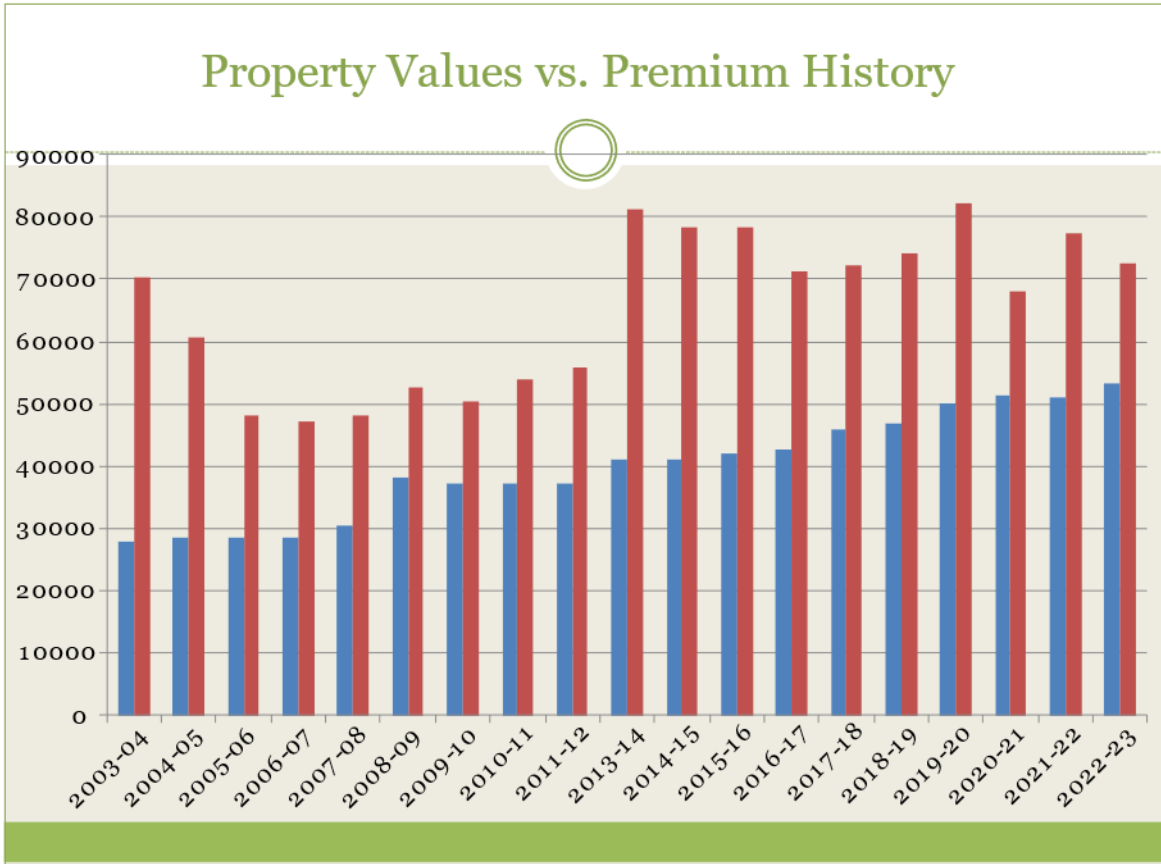
Catastrophic Accident

Policy #SDA NO4205431 *8/1/2022– 8/1/2023*

<u>BENEFITS</u>	<u>LIMIT</u>
Accidental Death	\$50,000
Accidental Dismemberment**	\$50,000
Accidental Medical Expense	\$5,000,000 (\$1,000,000 for student athletes)
Deductible	\$25,000
Medical Benefit Limitation	10 years after date of accident

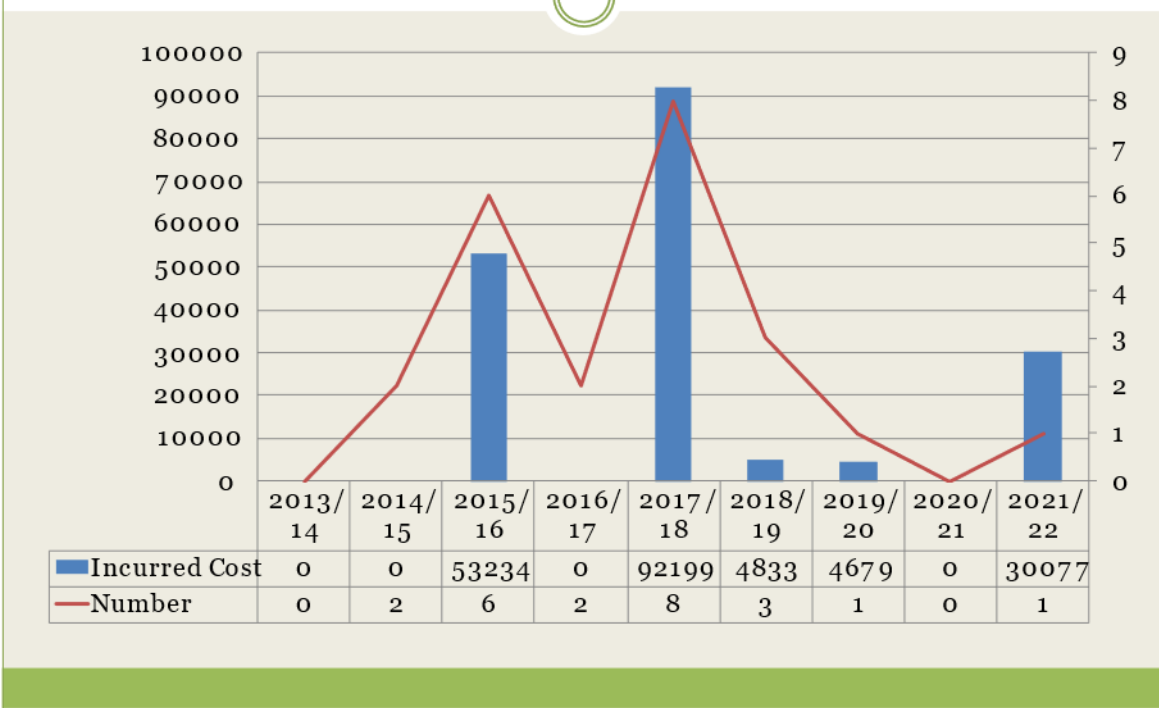
**Limited benefits based on loss

Property Values and Rates

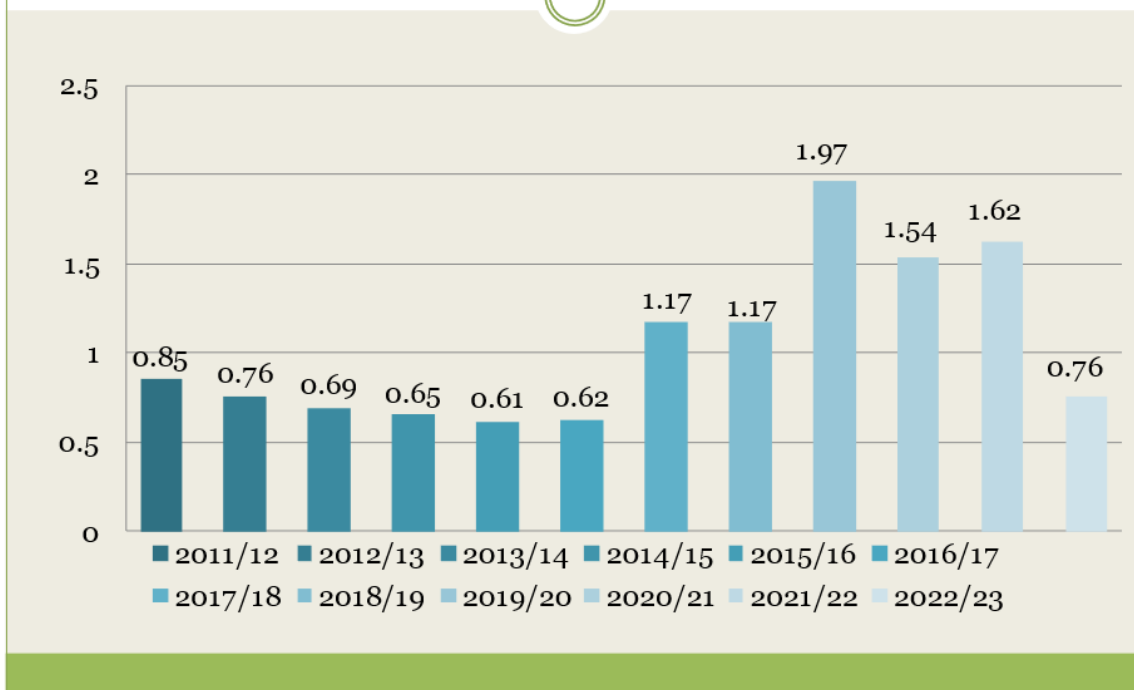


WORKERS' COMPENSATION CHARTS

Workers' Compensation Number and Cost of Losses



Workers' Compensation Experience Mod Factor History



COMPENSATION PRACTICES

WSC has always believed in full disclosure of compensation agreements in accordance with Oregon law. Our remuneration is transparent. At WSC we are both licensed consultants and agents, therefore, we have the flexibility to work on either a fee or commission basis. When we evaluate the most appropriate compensation method for our clients, it is either one of these two methods by coverage line. The resulting compensation arrangement is the basis of our remuneration regardless of the additional services provided in the area of risk management and loss control guidance.

Coverage Line	Insurance Company	Remuneration
Property/Liability Package	PACE	14% commission
Accident	ACE American Insurance Co	2% commission
Workers' Compensation	SAIF Corporation	7% commission
Bonds	Western Surety Company (CNA)	30% commission

Onsite inspections

- Physical inspection of facilities, with detailed safety recommendations
- Playground safety reviews conducted by certified inspectors
- Specialized safety checklists on a wide variety of potential hazards
- OR-OSHA compliance reviews

Education and Training

Training Topics

Training sessions are available regionally and on-site - many at little or no charge. Depending on the level of interest, PACE will develop a workshop to be held at your location or in your area.

- Avoid hiring discrimination
- Employee performance management
- Oregon Family Leave Act/Federal Family and Medical Leave Act
- Americans with Disabilities Act
- Crisis communication
- Sexual harassment
- Government ethics
- Oregon Public Records & Meetings Laws
- Conducting playground and facility safety inspections
- Conducting internal investigations
- Employee sexual misconduct
- BOLI requirements
- Conflict resolution
- Arson awareness & prevention
- Fire extinguisher use
- 20 things supervisors do to get sued
- Bullying

SafeSchools

PACE members have free access to 14 award-winning online courses on important safety topics for schools through SafeSchools:

- Oregon Sexual Conduct (HB 2062)
- Oregon Sexual Conduct, Parent Version
- Oregon Bullying Primer
- Bullying: Complete Course
- Boundary Invasion
- Cyber Bullying
- Gang Awareness and Prevention
- Online Safety: Threats of Violence
- School Violence and Weapons
- Sexual Harassment Refresher
- Sexual Harassment: Policy
- Sexual Harassment: Staff-to-Staff
- Sexual Harassment: Student Issues
- Sports Supervision & Safety
- And, coming soon, Athletic Supervision

PREMIUM SUMMARY

LINE OF COVERAGE CARRIER	2021/22 Expired Premiums	2022/2023 Annual Premiums
Property/Liability/Auto Package PACE	\$111,791	\$110,114
Accident-Catastrophic ACE American Insurance Co	\$3,158	\$3,158
Workers Compensation SAIF Corporation	\$35,239	\$17,065
Bonds Western Surety Company (CNA)	\$525	\$525
TOTAL INSURANCE COSTS:	\$150,713	\$130,862

Presentation Highlights:

- Total insurance premiums decreased for the 2022/2023 policy period. They decreased in your PACE premiums due to your larger claim from three years ago coming off the experience.
- I expect there to be 15% increases for both Property & Casualty lines coverage for the 2023 renewal. Formal projections will be available mid-April.
- Took advantage of the EPL Toolkit and obtained the 5% liability credit worth roughly \$1,000. This years' credit has already been earned.
- Worker's Compensation – with the reduction of your Experience Mod and the reduction of rates from SAIF your WC program greatly reduced for 2022, almost in half. We will see a slight increase for the 2023/2024 year, as your Experience Mod will jump up to a 1.21 due to claims activity and a “lower base premium”.
- Cyber Security Posture, Training and Cyber liability remain at the forefront from a mitigation standpoint. We are still waiting on what PACE can offer and may need to place coverage outside the trust.

Reminder: EPL retention is \$1,000 if pre-loss assistance is utilized. If pre-loss legal is not consulted there is a minimum deductible/retention for terminations leading to lawsuits of \$25,000.

Risk Management Items:

- Water Intrusion Remediation
- Virtual Reality
- Drones Usage and Training
- Traumatic Brain Injury
- Sexual Misconduct
- Title IX

Regular Board Session
Monday, March 13, 2023 6:00 PM Pacific

District Office Board Room
12950 NW Main Street
Banks, OR 97106

Ron Frame: Present
Corissa Mazurkiewicz: Present
William Moore: Present
Leslee Sipp: Present
Daniel Streblov: Present
Present: 5.

1. Preliminaries

1.1. Call to Order

1.2. Flag Salute

1.3. Roll Call

1.4. Public Welcome/Recognition

1.5. Approval of Agenda

Approve Agenda. This motion, made by William Moore and seconded by Daniel Streblov, Carried.

Ron Frame: Yea, Corissa Mazurkiewicz: Yea, William Moore: Yea, Leslee Sipp: Yea, Daniel Streblov: Yea
Yea: 5, Nay: 0

1.6. Banks High School Leadership

No presentation, BHS Reps absent.

2. Recognitions

2.1. Winter & Spring sports updates

Athletic Director Ben Buchanan shared a presentation of Winter and Spring sports which included highlights for Boys Basketball (6th in League), Wrestling (4th in state, Regional champs), Girls Basketball (3A State Champions). Coach Rizzo was present and introduced the Girls Basketball team. Coach Rizzo shared individual highlights for each present player and gave thanks and praise to Assistant Coach Mary Evans.

Robotics were league champions and qualified for state; Drama is preparing for an upcoming production; OHSET - placed 3rd in their first event,; FFA - Shared FFA Sectional placers. Spring Sports: games have just begun but weather is not cooperating.

3. Discussion Items

3.1. Discussion Situation Page

3.2. Integrated Guidance Application

Dr. Sica shared a presentation, as well as the process for the Banks SD Proposed Integrated Plan. Integrated Guidance works to bridge 6 programs (High School Success, Student Investment Account, Continuous Improvement Plan, Career & Technical Education, Every Day Matters and Early Indicator & Intervention Systems), requiring only one application. Multiple groups were engaged to develop the plan. Community and School District Priorities were determined and include Expanding Learning Options (CTE & Other Elective courses), In-School Support for students, Community Based Support, Instructional Leadership and Organizational Leadership.

Dr. Sica shared the Goals; Regular attender, 3rd grade reading, Freshman on track, 4 year grad rate, 5 year completion rate, as well as the indicators for the District. Also shared was a list of primary and tiered investments and brief detail on each indicated investment. It is recommended that the Board approves the Integrated Guidance Application during the Action items.

3.3. Strategic Plan

Dr. Sica shared a presentation on the Strategic Plan development and Fulfillment. Banks SD has partners with Studer Education to develop and deliver on a strategic plan. This strategic plan is meant to be a fluid document that evolves with our district. A Steering Committee was developed to help us understand the plan and ensure that we are meeting the needs of the district. Fifteen focus groups were surveyed and priority areas and descriptions were determined. Dr. Sica reviewed the Strategic Plan Phases with the board and provided further detail.

How will we deliver? We will develop a district scorecard to use as a tool. Reviewed the scorecard components; areas of focus, 5 year & Annual goals.

Proposed Board Action; to approve the Strategic Plan.

4. Audience Comment

Public Comment made by Jared Benson, Banks parent and coach. Regarding the recent Outdoor school letter mailed home to 5th graders and the policies regarding Transgender student chaperones. Encourages the district to find an alternative to the Outdoor School.

Public Comment made by Jodi Haley, re; recent "gender quiz" given in class, as well as the Outdoor School as it relates to Chaperones.

5. Presentations/Reports

None at this time

6. Consent

Approve Consent Agenda. This motion, made by Daniel Streblow and seconded by Corissa Mazurkiewicz, Carried.

Ron Frame: Yea, Corissa Mazurkiewicz: Yea, William Moore: Yea, Leslee Sipp: Yea, Daniel Streblow: Yea

Yea: 5, Nay: 0

6.1. Consent Situation Page

6.2. Approval of February 23, 2023 Board Meeting Minutes

6.3. Routine Personnel Matters

6.3.1. Approve Renewal of Probationary, Contract Teachers, Administrators and Confidential contracts

6.3.2. Approve Non-Renewal of Temporary contracts.

6.3.3. Accept resignation of Sue Harsin; retiree.

7. Action Items

7.1. Action Situation Page

7.2. 2023-2024 District Calendar Adoption

Approve calendar. This motion, made by Corissa Mazurkiewicz and seconded by Leslee Sipp, Carried.

Ron Frame: Yea, Corissa Mazurkiewicz: Yea, William Moore: Yea, Leslee Sipp: Yea, Daniel Streblow: Yea

Yea: 5, Nay: 0

7.3. Approve Phase One of the Strategic Plan

Approve Phase 1 of Strategi Plan. This motion, made by Daniel Streblow and seconded by Leslee Sipp, Carried.

Ron Frame: Yea, Corissa Mazurkiewicz: Yea, William Moore: Yea, Leslee Sipp: Yea, Daniel Streblow: Yea

Yea: 5, Nay: 0

7.4. Approve the Integrated Guidance Application for Submission to ODE.

Approve Integrated Guidance Application. This motion, made by William Moore and seconded by Corissa Mazurkiewicz, Carried.

Ron Frame: Yea, Corissa Mazurkiewicz: Yea, William Moore: Yea, Leslee Sipp: Yea, Daniel Streblow: Yea

Yea: 5, Nay: 0

7.5. Approve Superintendent's Evaluation

Approve Superintendent's Evaluation. This motion, made by William Moore and seconded by Corissa Mazurkiewicz, Carried.

Ron Frame: Yea, Corissa Mazurkiewicz: Yea, William Moore: Yea, Leslee Sipp: Yea, Daniel Streblov: Yea

Yea: 5, Nay: 0

7.6. Nominate three 2023-2024 Budget Committee Members

Nominate Budget Committee Members: Susan Bair Emily Kent Wayne Lytle. This motion, made by Leslee Sipp and seconded by Daniel Streblov, Carried.

Ron Frame: Yea, Corissa Mazurkiewicz: Yea, William Moore: Yea, Leslee Sipp: Yea, Daniel Streblov: Yea

Yea: 5, Nay: 0

7.7. Appoint three 2023-2024 Budget Committee Members

Approve Budget Committee Nominations. This motion, made by Leslee Sipp and seconded by William Moore, Carried.

Ron Frame: Yea, Corissa Mazurkiewicz: Yea, William Moore: Yea, Leslee Sipp: Yea, Daniel Streblov: Yea

Yea: 5, Nay: 0

8. Board Comments

Member Moore: Impressed and pleased with the steps that have been taken to encourage students to become engaged after Covid pandemic. He stated he is proud that the district standard is high again and gave thanks to staff.

Member Mazurkiewicz; Gave congratulations to the Winter Sports teams for their success. Grateful to Brian for his Leadership. Still work to do around school safety and climate and grateful for the continued conversation.

Member Streblov; Excited about the new Math Curriculum adoption and the time and effort that the staff has spent on the process. Kudos to the girl's basketball team and it's coaches for exceeding the great expectations.

Member Sipp; wonderful to see the students all grown up. Is grateful for the public comments.

Chairman Frame; Gave congratulations to the winter sports teams and mentioned the great strides since the implementation of Title VIII. Gave thanks and praise to the Transportation department for the efforts to keep our students safe during the snowy and icy weather last week.

9. Adjourn

AC-AR, COMPLAINT PROCEDURES; The revisions to the complaint procedures are to clarify timelines and more closely align with legal requirements.

GCBDF, PAID FAMILY LEAVE INSURANCE; The Oregon Legislature has passed paid family leave laws with benefits becoming available on September 3, 2023. This policy is intended to help districts make decisions and implement these laws. The district has the option of using the state-run program Paid Leave Oregon, or continuing with an equivalent plan and there is a model policy available for either situation.

All other updates are minor language updates per OSBA and Oregon State Regulations

Discrimination Complaint Procedure

Complaints regarding discrimination or harassment, on any basis protected by law, shall be processed in accordance with the following procedures:

Step 1: Complaints may be oral or in writing and must be filed with the principal. Any staff member that receives an oral or written complaint shall report the complaint to the principal.

The principal shall investigate and determine the action to be taken, if any, and reply in writing, to the complainant within 10 school days of receipt of the complaint.

Step 2: If the complainant wishes to appeal the decision of the principal, the complainant may submit a written appeal to the superintendent within five school days after receipt of the principal's response to the complaint.

The superintendent shall review the principal's decision within five school days and may meet with all parties involved. The superintendent will review the merits of the complaint and the principal's decision. The superintendent will respond in writing to the complainant within 10 school days.

Step 3: If the complainant is not satisfied with the decision of the superintendent, a written appeal may be filed with the Board within five school days of receipt of the superintendent's response to Step 2. The Board may decide to hear or deny the request for appeal at a Board meeting. If the Board decides to hear the appeal, the Board may meet with the concerned parties and their representative at a Board meeting. The Board's decision will be final and will address each allegation in the complaint and contain reasons for the Board's decision. A copy of the Board's final decision shall be sent to the complainant in writing or electronic form within ~~10 days of this meeting.~~ 30 days of receipt of the appeal by the Board.

If the principal is the subject of the complaint, the individual may start at Step 2 and should file a complaint with the superintendent or designee.

If the superintendent is the subject of the complaint, the complaint may start at Step 3 and should be referred to the Board chair. The Board may refer the investigation to a third party.

Complaints against the Board as a whole or against an individual Board member, may start at Step 3 and should be submitted to the Board chair and may be referred to district counsel. Complaints against the Board chair may start at Step 3 and be referred directly to the district counsel.

The timelines established in each step of this procedure may be extended upon mutual consent of the district and the complainant in writing. The overall timeline of this complaint procedure may be extended beyond 90 days from the initial filing of the complaint upon written mutual consent of the district and the complainant.

The complainant, if a person who resides in the district, or a parent or guardian of a student who attends school in the district or a student, is not satisfied after exhausting local complaint procedures, the district fails to render a written decision within 30 days of submission of the complaint at any step or fails to resolve the complaint within 90 days of the initialing filing of the complaint, may appeal¹ the district's final decision to the Deputy Superintendent of Public Instruction under Oregon Administrative Rules (OAR) 581-002-0001 – 581-002-0023.

¹ An appeal must meet the criteria found in OAR 581-002-0005(1)(a).

DISCRIMINATION COMPLAINT FORM

Any person, including students, staff, visitors and third parties, may file a complaint.

Name of Person Filing Complaint	Date	School or Activity
Student/Parent <input type="checkbox"/> Employee <input type="checkbox"/> Job applicant <input type="checkbox"/> Other <input type="checkbox"/> _____		

Type of discrimination:

- | | | |
|--|--|---|
| <input type="checkbox"/> Race | <input type="checkbox"/> Mental or physical disability | <input type="checkbox"/> Age |
| <input type="checkbox"/> Color | <input type="checkbox"/> Marital status | <input type="checkbox"/> Sexual orientation |
| <input type="checkbox"/> Religion | <input type="checkbox"/> Familial status | <input type="checkbox"/> Pregnancy |
| <input type="checkbox"/> Sex | <input type="checkbox"/> Economic status | <input type="checkbox"/> Discriminatory use of a Native American mascot |
| <input type="checkbox"/> National or ethnic origin | <input type="checkbox"/> Veterans' status | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Gender identity | | |

Specific complaint: (Please provide detailed information including names, dates, places, activities and results of the discussion.) _____

Who should we talk to and what evidence should we consider? _____

Suggested solution/resolution/outcome: _____

This complaint form should be mailed or submitted to the principal.

Direct complaints related to educational programs and services may be made to the U.S. Department of Education, Office for Civil Rights. Direct complaints related to employment may be filed with the Oregon Bureau of Labor and Industries, Civil Rights Division, or the U.S. Department of Labor, Equal Employment Opportunities Commission.

Paid Family Medical Leave Insurance

The district provides an equivalent plan for paid family and medical leave and does not participate in Paid Leave Oregon. This plan has been approved by the Employment Department. The district will file the Oregon Quarterly Tax Report as required.

The district will make available a notice poster that outlines the requirements and procedures for the equivalent plan. This poster will be displayed in each of the district's buildings or worksites in an area that is accessible to and regularly frequented by employees. This poster will be provided to remote employees upon hire or assignment to remote work.

END OF POLICY

Legal Reference(s):

[ORS 657B.210 – 657B.260](#)

[OAR 471-070-2200 - 2460](#)

Banks School District No. 13

Code: IGBHD G1

Adopted: 7/10/00

Revised/Readopted: 9/09/19; 4/10/23

Program Exemptions**

The Superintendent or designee ~~may~~ shall excuse students from a state-required program or learning activity for reasons of religion, disability or other reasons deemed appropriate by the district. Requests for excusal or accommodation must be in writing and must include the reasons for the request and a proposed alternative for an individualized learning activity which substitutes for the period of time exempt from the program and meets the goals of the learning activity or course being exempt. Requests may be filed by the student's parent or guardian, or by a student who is 18 years of age or older or who is an emancipated minor. Requests must be submitted to the principal.

~~An alternative education program for credit [may] [may not] be provided.~~ The district will determine if credit will be granted for any alternative activity

~~Public request procedures for an alternative program and alternative credit shall be developed by the superintendent.~~

END OF POLICY

[ORS 336.035\(2\)](#)
[ORS 336.465](#)
[ORS 336.615](#)
[ORS 336.625](#)

[ORS 336.635](#)
[OAR 581-002-0035](#)
[OAR 581-021-0009](#)

[OAR 581-021-0071](#)
[OAR 581-022-2050](#)
[OAR 581-022-2110](#)
[OAR 581-022-2505](#)

**Harassment, Intimidation, Bullying, Cyberbullying, and Teen Dating
Violence Reporting Procedures – Student**

The building principal has responsibility for investigations concerning reported acts of harassment, intimidation or bullying, acts of cyberbullying, and incidents of teen dating violence. The investigator(s) shall be a neutral party having had no involvement in the report presented.

All reports will be investigated in accordance with the following procedures:

Step 1 Any reports or information on acts of harassment, intimidation or bullying, acts of cyberbullying, or incidents of teen dating violence (e.g., complaints, rumors) shall be presented to the building principal. Reports against the principal shall be filed with the superintendent. Reports against the superintendent shall be filed with the Board chair. All such information will be reduced to writing and will include the specific nature of the offense and corresponding dates.

Step 2 The building principal receiving the report shall promptly investigate. Parents will be notified of the nature of any report involving their student. The building principal will arrange such meetings as may be necessary with all concerned parties within five working days after receipt of the information or report. The parties will have an opportunity to submit evidence and a list of witnesses. All findings related to the report will be reduced to writing. The building principal conducting the investigation shall notify the person making the report within 10 working days of receipt of the information or report, and parents as appropriate, in writing when the investigation is concluded and a decision regarding disciplinary action, as warranted, is determined.

A copy of the notification letter or the date and details of notification to the person making the report, together with any other documentation related to the incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent.

Step 3 If the person making the report is not satisfied with the decision at Step 2, they may submit a written appeal to the superintendent or designee. Such appeal must be filed within 10 working days after receipt of the Step 2 decision. The superintendent or designee will arrange such meetings with the person making the report and other affected parties as deemed necessary to discuss the appeal. The superintendent or designee shall provide a written decision to the appeal within 10 working days.

Step 4 If the person making the report is not satisfied with the decision at Step 3, a written appeal may be filed with the Board. Such appeal must be filed within 10 working days after receipt of the Step 3 decision. The Board shall, within 20 working days, conduct a hearing at which time the person making the report shall be given an opportunity to present the report. The Board shall provide a written decision to the person making the report within ~~10 working days following completion of the hearing.~~ 30 working days following completion of the hearing of receipt of the appeal by the Board.

Reports against the superintendent should be referred to the Board chair on behalf of the Board. The Board chair shall present the report to the Board. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, within 20 days, in open session what action, if any, is warranted. A final decision will be made within 30 days of receipt of the report.

Reports against the Board as a whole or against an individual Board member should be made to the Board chair on behalf of the Board. The Board chair shall present the report to the Board. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, within 20 days, in open session what action, if any, is warranted. A final decision will be made within 30 days of receipt of the report.

Reports against the Board chair may be made directly to the district counsel on behalf of the Board. The district counsel shall present the report to the Board. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, within 20 days, in open session what action, if any, is warranted.

Timelines may be extended upon written agreement between both parties. This also applies to reports filed against the superintendent or any Board member.

Direct complaints of discriminatory harassment related to educational programs and services may be made to the Regional Civil Rights Director, U.S. Department of Education, Office for Civil Rights, Region X, 915 Second Ave., Room 3310, Seattle, WA 98174-1099.

Documentation related to the incident may be maintained as a part of the student's education records. Additionally, a copy of all reported acts of harassment, intimidation or bullying, cyberbullying, or incidents of teen dating violence and documentation will be maintained as a confidential file in the district office.

Expulsion

A principal, after reviewing available information, may recommend to the superintendent that a student be expelled. Expulsion of a student shall not extend beyond one calendar year.

A student may **only** be expelled for any of the following circumstances:

1. When a student's conduct poses a threat to the health or safety of students or employees;
2. When other strategies to change the student's ~~behavior~~ **conduct** have been ineffective, except that expulsion may not be used to address truancy; or
3. When required by law.

The use of expulsion for discipline of a student in fifth grade or lower is limited to:

1. Nonaccidental conduct causing serious physical harm to a student or employee;
2. When a school administrator determines, based on the administrator's observations or upon a report from an employee, the student's conduct poses a **direct** threat to the health or safety of students or employees; or
3. When the expulsion is required by law.

The age of the student and the past pattern of behavior will be considered prior to imposing the expulsion.

No student may be expelled without a hearing unless the student's parents, or the student if 18 years of age, waive the right to a hearing, either in writing or by failure to appear at a scheduled hearing. By waiving the right to a hearing, the student and parent agree to abide by the findings of a hearings officer.

The Board delegates the authority to decide on an expulsion to the superintendent. {[1]} The superintendent may designate another person to handle the potential expulsion, and the superintendent, a designee or another individual may act as the hearings officer. The district may contract with an individual who is not employed by the district to serve as the hearings officer. The hearings officer will not be associated with the initial actions of the building administrators. The hearings officer will conduct the hearing and make a final decision regarding the expulsion. A decision of the hearings officer may be appealed by the parent or the student if age 18 or over to the Board for review.

If the decision of the hearings officer is appealed to the Board for review, the findings as to the facts and the hearings officer's decision will be submitted to the Board, and will be available in identical form to the Board, the student and the student's parents at the same time. At a future meeting, the Board will review the hearings officer's decision and will affirm, modify or reverse the decision.

When an ~~recommendation~~ for an expulsion is made and an ~~expulsion~~ hearing is not waived, the following procedure is required:

1. Notice will be given to the student and the parent by personal service or by certified mail at least five days prior to the scheduled hearing. Notice shall include:
 - a. The specific charge or charges; ~~and the specific facts that support the charge or charges;~~
 - ~~a. The conduct constituting the alleged violation, including the nature of the evidence of the violation and reason for expulsion;~~
 - ~~b. A recommendation for expulsion;~~
 - b. A statement of intent to consider the charges as reason for expulsion;
 - c. The student's right to a hearing;
 - d. When and where the hearing will take place; and
 - e. The ~~right to representation~~; student may be represented by counsel or other persons right to representation.
- ~~2. The Board may expel, or may delegate the authority to decide on an expulsion to the superintendent or superintendent's designee, who may also act as the hearings officer. The district may contract with an individual who is not employed by the district to serve as the hearings officer. The hearings officer designated by the Board will conduct the hearing and will not be associated with the initial actions of the building administrators;~~
2. If the parent or student does not understand the English language, the district will provide an interpreter during the hearing. All communications will be in a manner that is understandable to the parents and student;
3. Expulsion hearings will be conducted in private and will not be open to the general public unless the student or the student's parents request an open session;
4. In case the parent or student has difficulty understanding the English language or has other serious communication disabilities, the district will provide a translator;
5. The student shall be permitted to have representation present at the hearing to advise and to present arguments. The representation may be an attorney and/or parent or other person. The district's attorney may be present;
6. The student shall be afforded the right to present their version of the events underlying the expulsion recommendation and to introduce evidence by testimony, writings or other exhibits;
7. The student shall be permitted to be present and to hear the evidence presented by the district;
8. The hearings officer or the student may record the hearing;
9. Strict rules of evidence shall not apply to the proceedings. However, this shall not limit the hearings officer's control of the hearing;
- ~~10. If the Board is conducting the expulsion hearing, the Board may designate the Superintendent or a third party as the hearings officer. The hearings officer will determine the facts of each case on the evidence presented at the hearing. Evidence may include the relevant past history and student education records. The hearings officer will provide findings as to the facts, the recommended decision and whether or not the student has committed the alleged conduct. This will include the~~

~~hearings officer's recommended decision on disciplinary action, if any, including the duration of any expulsion. This material will be available in identical form to the Board, the student if age 18 or over and the students' parents at the same time. Following the review by the Board of the hearings officer's recommendation, the Board will make the final decision regarding the expulsion;~~

- ~~11. If the Board has delegated authority to the superintendent or designee to act as the hearings officer, the superintendent may designate himself, or a third party, as the hearings officer. The hearings officer's decision is final. However, a decision of the hearings officer may be appealed by the parent or the student if age 18 or over to the Board for review. If the decision of the hearings officer is appealed to the Board for review, the findings as to the facts and the hearings officer's decision will be submitted to the Board, and will be available in identical form to the Board, the student and the student's parents at the same time. At its next regular or special meeting the Board will review the hearings officer's decision and will affirm, modify or reverse the decision;~~
12. A Board **conducted hearing or a Board** review of the hearings officer's decision will be conducted in executive session unless the student or the student's parent requests a public hearing. If an executive session is held by the Board or a private hearing held by the hearings officer, the following will not be made public:
- a. The name of the minor student;
 - b. The issues involved, including a student's confidential records;
 - c. The discussion;
 - d. The vote of Board members, which may be taken in executive session when considering an expulsion.

Prior to expulsion, the district must propose alternative programs of instruction or instruction combined with counseling to a student subject to expulsion for reasons other than a weapons policy violation. The district must document to the parent of the student that proposals of alternative education programs have been made.

END OF POLICY

Legal Reference(s):

[ORS 192.660](#)
[ORS 332.061](#)
[ORS 336.615 - 336.665](#)

[ORS 339.115](#)
[ORS 339.240](#)
[ORS 339.250](#)

[OAR 581-021-0050 - 021-0075](#)
House Bill 2514 (2019)

Public Complaint Procedure

A parent or guardian of a student attending a school in the district, or a person who resides in the district, a staff member, or a student who wishes to express a concern should discuss the matter with the school employee involved.

The Administrator: Step One

If the individual is unable to resolve a problem or concern with the employee, the individual may file a written, signed complaint with the administrator within five working days of the employee's response. The administrator shall evaluate the complaint and render a decision within five working days after receiving the complaint. (A form is available, but is not required.)

The Superintendent: Step Two

If Step One does not resolve the complaint, within 10 working days of the written response from the administrator, the complainant may file a written, signed complaint with the superintendent or designee clearly stating the nature of the complaint and a suggested remedy.

The superintendent or designee shall investigate the complaint, confer with the complainant and the parties involved, prepare a report of their findings and conclusion, and provide the report in writing or in an electronic form to the complainant within 10 working days after receiving the written complaint.

The Board: Step Three

If the complainant is dissatisfied with the superintendent's or designee's findings and conclusion, the complainant may appeal the decision to the Board within five working days of receiving the superintendent's decision. The Board will review the findings and conclusion of the superintendent in a public meeting to determine what action is appropriate. The Board may use executive session if the subject matter qualifies under Oregon law. Appropriate action may include, but is not limited to, holding a hearing, requesting additional information, and adopting the superintendent's decision as the district's final decision. All parties involved, including the school administration, may be asked to attend such hearing for the purposes of making further explanations and clarifying the issues.

If the Board chooses not to hear the complaint, the superintendent's decision in Step Two is final.

The Board may hold the hearing in executive session if the subject matter qualifies under Oregon law.

The complainant shall be informed in writing or in electronic form of the Board's decision within ~~20~~ **30** days from the **hearing receipt** of the appeal by the Board. The Board's decision will address each allegation in the complaint and contain reasons for the district's decision. The Board's decision will be final.

The timelines may be extended upon written agreement between the district and the complainant.

The district's final decision for a complaint processed under this administrative regulation that alleges a violation of Oregon Administrative rule (OAR) Chapter 581, Division 22 (Division 22 Standards), ORS 339.285 - 339.303 or OAR 581-021-0550 - 581-021-0570 (Restraint and Seclusion), or ORS 659.852 (Retaliation), will be issued in writing or electronic form. The final decision will address each allegation in the complaint and contain reasons for the district's decision. If the complainant, who is a student, parent or guardian of a student attending school in the district or a person that resides in the district, and this complaint is not resolved through the complaint process, the complainant may appeal¹ the district's final decision to the Deputy Superintendent of Public Instruction under Oregon OARs 581-002-0001 – 581-002-0023.

Complaints against the principal should be filed with the superintendent. The superintendent will attempt to resolve the complaint. If the complaint remains unresolved within 10 working days of receipt by the superintendent, the complainant may request to place the complaint on the Board agenda at the next regularly scheduled or special Board meeting. The Board may use executive session if the subject matter qualifies under Oregon law. The Board shall decide, within 20 days, in open session what action, if any, is warranted. A final written decision regarding the complaint shall be issued by the Board within ~~10~~ 30 days of receipt of the request to place the complaint on the Board agenda. The written decision of the Board will address each allegation in the complaint and reasons for the district's decision.

Complaints against the superintendent should be referred to the Board chair on behalf of the Board. The Board chair shall present the complaint to the Board in a Board meeting. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. The Board shall decide, within 20 days, in open session what action, if any, is warranted. The Board may use executive session if the subject matter qualifies under Oregon law. A final written decision regarding the complaint shall be issued by the Board within ~~10 days~~ 30 days of receipt of the complaint. The written decision of the Board will address each allegation in the complaint and reasons for the district's decision.

Complaints against the Board as a whole or against an individual Board member should be referred to the Board chair on behalf of the Board. The Board chair shall present the complaint to the Board in a Board meeting. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. The Board shall decide, within 20 days, in open session what action, if any, is warranted. A final written decision regarding the complaint shall be issued by the Board within ~~10 days~~ 30 days of receipt of the complaint. The written decision of the Board will address each allegation in the complaint and reasons for the district's decision.

Complaints against the Board chair may be referred directly to the district counsel on behalf of the Board. The district counsel shall present the complaint to the Board in a Board meeting. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. The Board shall decide, within 20 days, in open session what action, if any, is warranted. A final written decision regarding the complaint shall be issued by the Board within ~~10 days~~ 30 of receipt of the complaint. The written decision of the Board will address each allegation in the complaint and reasons for the district's decision.

¹ An appeal must meet the criteria found in OAR 581-002-0005(1)(a).

Banks School District

COMPLAINT FORM

To: Employee* Administrator/Supervisor* Superintendent Board chair Board vice chair * Form available but is not required.

Person Making Complaint _____

Phone Number _____ Email _____

Nature of Complaint _____

Who should we talk to and what evidence should we consider? _____

Suggested solution/resolution/outcome: _____

Signature of Complainant: _____ Date: _____

Office Use

Disposition of Complaint: _____

Signature: _____ Date: _____

cc: District Office

Banks School District
Washington County, Oregon
12950 NW Main Street
Banks, OR 97106

Resolution #2223-APR-01

Budget Appropriations Transfer Resolution

WHEREAS: The Board of Directors' approval is required under Oregon Local Budget Law ORS 294.463(3) to transfer appropriations within funds and/or between funds by stating the need for the transfer, the purpose of the expenditure, and the amount(s) to be transferred; and

WHEREAS: The District has determined to have a greater need in the Support Services appropriation in the Special Revenue Fund (200) appropriation, due to the implementation of grant-supported instructional improvement services, staff professional development services, and technology services expenditures, all of which had been unforeseen at the time of the adoption of the 2022-2023 budget,

THEREFORE BE IT RESOLVED: That the Board of Directors of Banks School District hereby approves a budget appropriation transfer as resolved below for the 2022-2023 budget.

BE IT FURTHER RESOLVED: That for the fiscal year beginning July 1, 2022, the Board of Directors authorizes a budget appropriation transfer in the amounts, and within the Special Revenue Fund (200) as listed below:

Special Revenue Fund (200)

Increase

2000	Support Services	\$150,000
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Decrease

1000	Instruction	\$150,000
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Dated this 10th day of April, 2023.

Ron Frame, Board Chair

Brian Sica, Superintendent