LINCOLN COUNTY
SCHOOL DISTRICT

Dr. Majalise Tolan
Superintendent

District Office | Teaching & Learning Center
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Board of Directors
NOTICE OF A BOARD MEETING
Lincoln County School District Business Meeting of the Board

Date	**Tuesday, August 13, 2024**
Time	**6:30 PM**
Place	**Teaching & Learning Center, 1212 NE Fogarty Street, Newport, OR 97365**

The Lincoln County School District Board of Directors has scheduled a Lincoln County School District Business Meeting of the Board of the Board beginning at 6:30 PM.

Public comment will only be heard if a specific public comment time is designated on the agenda. Not all meetings of the Board have public comment.
If you are a member of the community and wish to speak before the Board, please email the following information to eddie.symington@lincoln.k12.or.us by **12:00 pm on the business day prior to the meeting: Name, address and phone number (optional), and topic.** Once your request is received, you will be contacted with details regarding making the comment during the meeting. Public comment cards will also be available at the door and must be completed and given to the Board Secretary. All public comment will follow Board Policy BDDH – "Public Comment at Board Meetings."

The session will be streamed and can be accessed by visiting our website.

The agenda is attached.

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting.

THIS NOTICE SATISFIES THE REQUIREMENTS OF ORS 192.630, 192.640 AND 332.045.
For further information or to request accommodations, please contact:
Eddie Symington, Assistant to the Superintendent and School Board
Lincoln County School District | 1212 NE Fogarty | Newport, OR 97365

LINCOLN COUNTY SCHOOL DISTRICT
Board of Directors – Lincoln County School District Business Meeting of the Board
Tuesday, August 13, 2024 - 6:30 PM
Teaching & Learning Center, 1212 NE Fogarty Street, Newport, OR 97365

Agenda

1. Call to Order & Reading of Land Acknowledgment
2. Roll Call- Establishment of a quorum
3. Introductions
4. Communications
   - 4.a. Written
   - 4.b. From the Audience (This time is reserved for public comment on topics published on the Board's agenda)
   - 4.c. Recognition
   - 4.d. LCEA Report
5. Consultant Reports/Staff Reports/Student Reports
   - 5.a. Summer Learning Update



Summer Learning Update

August 13, 2024

Jumpstart Kindergarten









Jumpstart Information

57

Number of Students

Yaquina View, Toledo Elementary, Crestview Heights and Oceanlake

Learning from 8–5

Core Content

Learning about school and friends! Literacy, Math, Movement, Social & Emotional Skills, AVID STEM, Garden Science over a 3 weeks

6

Student Cadets

High school students working with our incoming kindergarteners

3

Food, Custodial, Transportation Services

All student receive a full breakfast, lunch and robust PM snack, transportation to/from program and a clean room every day.

Grades 1–6











Grades 1–6 Information

181

Number of Students

Students at Yaquina View, Toledo Elementary, Crestview Heights, Oceanlake, Taft Elementary and Sam Case

Learning from 8–5

Core Content

Literacy, Math, Movement, Social & Emotional Skills, AVID STEM, Garden Science over 2 weeks.

18

Student Cadets

High school students working with our students in grades 1-6

2

Field Trips

Each area partnered with their local library for a learning experience each week for two weeks.

Partners in Summer Learning





Lincoln City Rec Kids





Yachats Youth and Families





Neighbors for Kids

5.b. Financial Report

5.b.1. Updated Monthly Financial Report

General Fund Revenue & Expenditure Summary (Unaudited)
Fiscal Year 2023-24
Year To Date Transactions as of June 30, 2024 at 8-5-24

	Period 1 Actual July '23	Period 2 Actual Aug '23	Period 3 Actual Sept '23	Period 4 Actual Oct '23	Period 5 Actual Nov '23	Period 6 Actual Dec '23	Period 7 Actual Jan '24	Period 8 Actual Feb '24	Period 9 Actual March '24	Period 10 Actual April '24	Period 11 Actual May '24	Period 12 Actual June '24	Period 13 Projected July '24	Projected 2023-24 Totals		Adopted 2023-24 BUDGET	Year-To-Date 2023-24 Actuals	YTD Diff Budget vs. Projected	% of Budget
R E V E N U E S																			
LOCAL SOURCES:																			
Current year's levy		267			36,739,329	2,882,454	663,036	241,402	1,106,455	119,899	114,306	948,216	368,690	43,184,052	*	41,878,114	42,815,362	1,305,938	102%
Prior years' taxes		168,049	150,279	81,596	53,737	115,026	55,707	42,482	45,719	33,114	74,668	62,806	53,189	936,372	*	805,000	883,183	131,372	110%
Interest on Investments	73,925	79,375	66,752	55,673	91,554	213,264	183,587	177,267	146,992	129,540	108,538	229,048	15,697	1,571,212		400,000	1,555,515	1,171,212	389%
Fees Charged to Grants		2,702	39	9,974	9,447	1,143	14,734	-	78,780	18,850	64,865	159,328	74,394	434,254		550,000	359,861	(115,746)	65%
Rentals										-			217	217		10,000	-	(9,783)	0%
Contributions				591										591		0	591	591	#DIV/0!
Other Local Income	17,819	623	6,990	28,673	58,512	156,717	16,673	38,395	104,693	102,729	66,514	8,014	258,489	864,840		1,334,218	606,351	(469,378)	45%
INTERMEDIATE SOURCES:																	-		
ESD - Severe Disab Support						38,235	-				38,235			76,470		195,000	76,470	(118,530)	39%
County School Fund					5,409			128,361			206,985		19,439	360,194	*	300,000	340,754	60,194	114%
Other, Hvy Eq Rent Tax, etc		65	1,192		92						82	906		2,336			2,336	2,336	#DIV/0!
STATE SOURCES:																	-		
SSF- Current Year	3,958,011	1,977,818	1,977,818	1,977,818	1,977,818	1,977,818	1,933,139	1,933,139	1,933,139	1,433,521	1,724,166			22,804,205		23,130,549	22,804,205	(326,344)	99%
SSF- Prior Year											174,051			174,051			174,051	174,051	#DIV/0!
Common School Fund							-	348,207						348,207	*	701,538	348,207	(353,331)	50%
State Timber					8,796			208,767			336,642			554,205	*	500,000	554,205	54,205	111%
Unrstd Grants, HCD, Wildfire				1,392,659										1,392,659		910,136	1,392,659	482,523	153%
FEDERAL SOURCES:																	-		
Federal Forest Fees											325,069			325,069			325,069	325,069	#DIV/0!
Foster Care Transp Reimb														0		74,000	-	(74,000)	0%
OTHER RESOURCES:																	-		
Interfund Transfer														0		10	-	(10)	0%
Sale of Assets/Ins Proceeds														0			-	-	#DIV/0!
Beginning Fund Balance	16,037,138													16,037,138		14,115,000	16,037,138	1,922,138	114%
Total Monthly Revenues	**20,086,893**	**2,228,899**	**2,203,069**	**3,546,984**	**38,944,693**	**5,384,657**	**2,866,876**	**3,118,019**	**3,415,777**	**1,837,652**	**3,234,119**	**1,408,317**	**790,115**	**89,066,071**		**84,903,565**	**88,275,955**	**4,162,506**	**104%**
CUMULATIVE RESOURCES	**20,086,893**	**22,315,791**	**24,518,860**	**28,065,845**	**67,010,537**	**72,395,194**	**75,262,070**	**78,380,089**	**81,795,867**	**83,633,519**	**86,867,638**	**88,275,955**	**89,066,071**						
E X P E N D I T U R E S																			
Salaries (100)	602,384	792,888	2,630,859	2,655,067	2,821,310	2,672,906	2,602,285	2,757,136	2,639,046	2,666,666	2,835,938	6,321,012	0	31,997,499		31,281,886	31,997,499	715,613	102%
Employee benefits (200)	268,030	357,840	1,341,922	1,366,953	1,372,110	1,348,599	1,334,564	1,340,444	1,342,971	1,376,107	1,385,463	3,398,286	10,183	16,243,472		18,374,837	16,233,290	(2,131,365)	88%
Purchased services (300)	984,252	996,968	986,922	1,117,151	928,422	2,247,048	1,472,675	1,232,873	1,438,228	1,546,852	2,462,595	1,243,997	369,843	17,027,826		18,356,147	16,657,983	(1,328,321)	91%
Supplies (400)	97,690	185,678	215,890	172,562	181,208	149,932	84,123	93,554	89,671	129,587	195,717	94,493	219,521	1,909,625		2,750,414	1,690,104	(840,789)	61%
Capital outlay (500)	11,704				7,713						62,000		20,887	102,304		143,000	81,417	(40,696)	57%
Insurance/Other (600)	818,473	85,776	34,880	17,341	26,610	7,503	12,383	2,523	4,178	6,419	6,358	20,915	13,956	1,057,314		1,002,281	1,043,358	55,033	104%
Interfund Transfers (700)									4,305,000					4,305,000		4,305,000	4,305,000	-	100%
Contingency (800)														0		3,750,000	-		0%
Unappropriated Funds (800)														0		4,940,000	-		0%
Total Monthly Expenditures	**2,782,533**	**2,419,150**	**5,210,473**	**5,329,074**	**5,337,373**	**6,425,987**	**5,506,030**	**5,426,531**	**9,819,095**	**5,725,631**	**6,948,071**	**11,078,703**	**634,389**	**72,643,041**		**84,903,565**	**72,008,651**	**(3,570,524)**	**85%**
CUMULATIVE EXPENDITURES	**2,782,533**	**5,201,684**	**10,412,157**	**15,741,231**	**21,078,604**	**27,504,591**	**33,010,622**	**38,437,152**	**48,256,247**	**53,981,878**	**60,929,949**	**72,008,651**	**72,643,041**						
Month-end Fund Balance	**17,304,360**	**17,114,108**	**14,106,704**	**12,324,614**	**45,931,933**	**44,890,603**	**42,251,449**	**39,942,937**	**33,539,620**	**29,651,641**	**25,937,689**	**16,267,304**	**16,423,030**	**16,423,030**				**16,267,304**	

Revenue Assumptions:

Projection amounts based on Adopted Budget and avg % received during same time period over past 8 years

Beginning Fund Balance is estimated as of 9-7-23 & subject to change. It represents the bulk of current Excess Ending Fund Balance.

June ADM is final at 5,072.2, it has been adjusted down from 5,086.2

Local Revenue no longer includes Federal Forest Fees per OR legislation.

Updated BFB to Audited

Updated to reflect estimated remaining payment per 5/3/24 SSF Estimate
May SSF $1,208,393, Food Svc State Match ($23,918), 22/23 ODE SSF Reconciliation $539,690
HCD 23/24 Prelim $799,614 less 22/23 Final (625,563), Net $174,051

*** Local Revenue - Projected**	**45,708,099**	
Local Revenue included in 5/3/24 SSF Estimate	45,599,079	
Estimated 2023/24 SSF Adjustment (May 2025)	**(109,020)**	Depends on Actual Local Revenue at Yr End
Anticipated Ending Fund Balance	**16,314,011**	
Less Unappropriated Ending Fund Balance (7% Required) & Contingency	(8,690,000)	
Excess Ending Fund Balance	**7,624,011**	Includes Approx $956,000 Building Carrover

Expenditure Assumptions:

Projection amounts based on Adopted Budget and avg % expended during same time period over past 8 years

Monthly ADM - Prior Years

2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
5,489.2	5,523.3	5,567.9	4,892.4	5,163.5	5,095.5
5,487.6	5,549.3	5,586.5	4,945.8	5,189.8	5,111.6
5,477.9	5,541.6	5,596.7	4,968.0	5,191.8	5,109.0
5,480.6	5,538.8	5,585.9	5,089.1	5,192.9	5,098.5
5,480.8	5,512.2	5,577.6	5,054.0	5,184.1	5,095.4
5,470.6	5,491.0	**5,569.1**	5,052.3	5,180.8	5,103.0
5,438.7	5,476.0	COVID-19	5,048.6	5,170.4	5,101.0
5,411.8	5,447.3	ADM Frozen	5,048.6	5,167.2	5,097.6
5,378.6	5,401.7	2nd Qtr (Dec)	5,049.0	5,157.0	5,093.8
5,332.9	5,482.5		5,090.2	5,122.6	5,007.0
5,443.2	5,482.5		5090.2	5122.6	5072.2

Monthly ADMr Comparison	Monthly ADM 2023-24	YTD ADM 2023-24	
			5,101.6 Budget
September	4,959.1	4,959.1	
October	4,984.2	4,988.3	
November	4,974.9	4,976.6	
December	4,961.0	4,972.2	
January	4,945.4	4,962.6	
February	4,935.4	4,956.2	
March	4,911.4	4,949.6	
April	4,872.3	4,936.5	
May	4,859.1	4,927.3	(174.3) Diff YTD
June			
June YTD			

LINCOLN COUNTY SCHOOL DISTRICT

2023-24 SPECIAL REVENUE FUNDS FINANCIAL STATEMENTS as of June 30, 2024 at 8-5-24 UNAUDITED

	Budget	Encumb'd	YTD Actual	Remaining
Special Revenues & Grants (200-285 & 900-994)				
Revenues:				
Local	754,099		1,546,508	(792,409)
Intermediate			2,300	
State	2,851,010		2,913,800	(62,790)
Federal	12,641,146		4,643,362	7,997,784
Fund Tfrs/Asset Sales				
Beg. Fund Balance *	1,384,117		1,526,528	(142,411)
Total Revenues	17,630,372		10,632,497	6,997,875
Expenditures:				
Instruction	7,367,347	298,510	4,282,823	2,786,013
Support Services	5,058,198	19,096	4,394,883	644,219
Enterprise	679,900	490	260,726	418,685
Facilities Acq & Const	3,425,272		2,881,198	544,074
End Fund Bal/Tfrs	1,099,655			1,099,655
Total Expenditures	17,630,372	318,096	11,819,630	5,492,646
Fund Balance			**(1,187,133)** ***	
Indigenous Peoples (286)				
Revenues:				
Local				
Fund Tfrs/Asset Sales				0
Beg. Fund Balance*	103,050		103,049	1
Total Revenues	103,050	0	103,049	1
Expenditures:				
Instruction	81,050		7,895	73,155
Support Services	22,000			22,000
End Fund Balance				0
Total Expenditures	103,050	0	7,895	95,155
Fund Balance			**95,154**	
Less Encumbered			0	
Available for Expenditure			**95,154**	
Musical Instruments (287)				
Revenues:				
Transfers			200,000	
Beg. Fund Balance*	505,000		306,835	198,165
Total Revenues	505,000		506,835	(1,835)
Expenditures:				
Instruction	295,000	1,261	67,550	226,189
Support Services	110,000		4,464	105,536
End Fund Balance	100,000	100,000		0
Total Expenditures	505,000	101,261	72,013	331,726
Fund Balance			**434,822**	
Less Encumbered			101,261	
Available for Expenditure			**333,561**	

	Budget	Encumb'd	YTD Actual	Remaining
Pre-School Promise (288)				
Revenues:				
State	603,000		333,316	269,684
Beg. Fund Balance*			0	0
Total Revenues	603,000		333,316	269,684
Expenditures:				
Instruction	542,099		544,094	(1,996)
Support Services	59,901		38,281	21,620
Enterprise	1,000			1,000
Facilities Acq & Const				
End Fund Balance				
Total Expenditures	603,000	0	582,375	20,625
Fund Balance			**(249,060)** ***	
Student Investment Account (289/989)				
Revenues:				
State	5,408,022		5,408,022	0
Beg. Fund Balance*				0
Total Revenues	5,408,022		5,408,022	0
Expenditures:				
Instruction	2,375,190	58,864	2,176,175	140,151
Support Services	2,961,454	1,206	2,632,465	327,784
Enterprise	50,000		173,177	(123,177)
Facilities Acq & Const	21,378		24,478	(3,100)
End Fund Balance				
Total Expenditures	5,408,022	60,070	5,006,294	341,658
Fund Balance			**401,728** ***	
Curriculum (290)				
Revenues:				
Local			108,155	(108,155)
Transfers	1,600,000		1,600,000	0
Beg. Fund Balance*	1,900,000		1,900,000	0
Total Revenues	3,500,000		3,608,155	(108,155)
Expenditures:				
Instruction	360,000		7,810	352,190
Contingency	3,140,000			3,140,000
End Fund Balance				
Total Expenditures	3,500,000	0	7,810	3,492,190
Fund Balance			**3,600,345**	
Less Encumbered			0	
Available for Expenditure			**3,600,345**	

	Budget	Encumb'd	YTD Actual	Remaining
Small Schools Grant (291) WHS & Toledo 7-12				
Revenues:				
Local			5,369	
State	67,000		74,067	(7,067)
Beg. Fund Balance *	143,000		129,187	13,813
Total Revenues	210,000		208,623	1,377
Expenditures:				
Instruction	123,483	2,397	46,652	74,433
Support Services	19,517		10,533	8,984
Enterprise				0
Facilities Acq & Const				
End Fund Balance	67,000	67,000		0
Total Expenditures	210,000	69,397	57,185	83,418
Fund Balance			**151,438**	
Less Encumbered			69,397	
Available for Expenditure			**82,041**	
High School Success (292)				
Revenues:				
State	1,538,380		1,100,499	437,880
Beg. Fund Balance *			0	0
Total Revenues	1,538,380		1,100,499	437,880
Expenditures:				
Instruction	607,942	181,402	620,637	(194,097)
Support Services	930,438	140,062	750,540	39,836
End Fund Balance				
Total Expenditures	1,538,380	321,464	1,371,177	(154,261)
Fund Balance			**(270,678)** ***	
Building Maintenance (293)				
Revenues:				
Local	25,000		149,085	(124,085)
State				
Federal				
Fund Tfrs/Asset Sales	905,000		905,000	0
Beg. Fund Balance *	1,373,000		2,269,009	(896,009)
Total Revenues	2,303,000		3,323,094	(1,020,094)
Expenditures:				
Support Services	681,587	349	528,340	152,898
Enterprise				
Facilities Acq & Const	1,621,413		686,619	934,794
End Fund Bal/Tfrs				
Total Expenditures	2,303,000	349	1,214,959	1,087,692
Fund Balance			**2,108,135**	
Less Encumbered			349	
Available for Expenditure			**2,107,786**	

*** Beginning Fund Balances are Audited**
**** Fund Balances do NOT include encumbered expenditures**
***** Reimbursement Basis Grants, revenue received after funds expended, negative or low fund balance is normal**

LINCOLN COUNTY SCHOOL DISTRICT

2023-24 SPECIAL REVENUE FUNDS FINANCIAL STATEMENTS as of June 30, 2024 at 8-5-24 UNAUDITED

	Budget	Encumb'd	YTD Actual	Remaining
Food Services (294)				
Revenues:				
Local	190,100		144,120	45,980
State	35,000		369,059	(334,059)
Federal	3,663,253		1,878,902	1,784,351
Beg. Fund Balance *	900,000		1,238,958	(338,958)
Total Revenues	4,788,353		3,631,039	1,157,314
Expenditures:				
Instruction	115,160		97,144	18,016
Support Services	33,482		34,929	(1,447)
Enterprise	4,089,711	571,152	3,283,012	235,547
Facilities Acq & Const	300,000		23,144	276,856
End Fund Balance	250,000	250,000		0
Total Expenditures	4,788,353	821,152	3,438,228	528,972
Fund Balance			**192,810**	***
Student Activities (295)				
Revenues:				
Local	1,300,000		1,131,384	168,616
Beg. Fund Balance *	1,325,000		1,243,391	81,609
Total Revenues	2,625,000		2,374,775	250,225
Expenditures:				
Instruction	1,315,000	13,899	1,061,195	239,906
Support Services	95,000		16,094	78,906
Enterprise	45,000		87,723	(42,723)
Contingency	1,170,000			1,170,000
Total Expenditures	2,625,000	13,899	1,165,012	1,446,089
Fund Balance			**1,209,763**	
Less Encumbered			13,899	
Available for Expenditure			**1,195,864**	
Outdoor School for All (296)				
Revenues:				
State	149,098			149,098
Total Revenues	149,098		0	149,098
Expenditures:				
Instruction	142,398	3,291	121,514	17,593
Support Services	6,700		8,744	(2,044)
Total Expenditures	149,098	3,291	130,258	15,549
Fund Balance			**(130,258)**	***
ODE Facilities Grants (297)				
Revenues:				
State Sources	10,000			10,000
Total Revenues	**10,000**	**0**	**0**	**10,000**
Expenditures:				
Support Services	10,000			10,000
Total Expenditures	**10,000**	**0**	**0**	**10,000**
Fund Balance				

	Budget	Encumb'd	YTD Actual	Remaining
Technology (298)				
Revenues:				
Local	136,015		136,955	(940)
Local - Tech Fees	45,900		54,338	(8,438)
Federal			53,358	(53,358)
Transfers	1,600,000		1,600,000	0
Beg. Fund Balance*	1,446,893		1,750,475	(303,582)
Total Revenues	3,228,808		3,595,126	(366,318)
Expenditures:				
Instruction	37,500			37,500
Support Services	729,739	4,044	224,579	501,116
Contingency	2,461,569			2,461,569
End Fund Balance				0
Total Expenditures	3,228,808	4,044	224,579	3,000,185
Fund Balance			**3,370,546**	
Less Encumbered			4,044	
Available for Expenditure			**3,366,503**	
Vehicle Replacement (299)				
Revenues:				
Local	29,500		62,123	(32,623)
Sale of Assets				0
Beg. Fund Balance *	51,900		40,410	11,490
Total Revenues	81,400		102,533	(21,133)
Expenditures:				
Support Services	81,400		49,114	32,286
End Fund Balance				
Total Expenditures	81,400	0	49,114	32,286
Fund Balance			**53,420**	
Less Encumbered			0	
Available for Expenditure			**53,420**	
PERS Bonds Debt Service (320)				
Revenues:				
Local	5,082,765		5,427,300	(344,535)
Beg. Fund Balance *	10,563,450		10,709,267	(145,817)
Total Revenues	15,646,215		16,136,567	(490,352)
Expenditures:				
Debt Service	6,116,208		6,116,208	1
End Fund Balance	9,530,007	9,530,007		0
Total Expenditures	15,646,215	9,530,007	6,116,208	1
Fund Balance			**10,020,360**	
GO Bonds Debt Service (330 & 331)				
Revenues:				
Local	6,104,995		6,375,259	(270,264)
Transfers	1,431,655		1,431,650	5
Beg. Fund Balance *	1,354,500		1,331,821	22,679
Total Revenues	8,891,150		9,138,730	(247,580)
Expenditures:				
Debt Service	5,290,500		5,287,576	2,924
Transfers	1,431,650		1,431,650	0
End Fund Balance	2,169,000	2,169,000		0
Total Expenditures	8,891,150	2,169,000	6,719,226	2,924
Fund Balance			**2,419,504**	

	Budget	Encumb'd	YTD Actual	Remaining
Capital Construction Fund (405)				
Revenues:				
Local	1,095,672		629,094	466,578
Beg. Fund Balance *	1,563,700		1,785,693	(221,993)
Total Revenues	2,659,372		2,414,786	244,586
Expenditures:				
Support Services	459,372			
Facilities Acq & Const	2,200,000	46	814,788	1,385,166
End Fund Balance				
Total Expenditures	2,659,372	46	814,788	1,844,538
Fund Balance			**1,599,999**	
Less Encumbered			46	
Available for Expenditure			**1,599,952**	
Future Property Purchases Reserve (420)				
Revenues:				
Local	15,000		49,152	(34,152)
Fund Tfrs/Asset Sales				
Beg. Fund Balance *	1,061,018		1,072,295	(11,277)
Total Revenues	1,076,018		1,121,447	(45,429)
Expenditures:				
Facilities Acq & Const	1,076,018			1,076,018
Total Expenditures	1,076,018			1,076,018
Fund Balance			**1,121,447**	
Dental/Vision Self Insurance (610)				
Revenues:				
Local	963,000		963,341	(341)
Beg. Fund Balance *	1,215,000		1,178,070	36,930
Total Revenues	2,178,000		2,141,411	36,589
Expenditures:				
Support Services	870,000		810,370	59,630
Contingency	1,308,000			1,308,000
Total Expenditures	2,178,000		810,370	1,367,630
Fund Balance			**1,331,041**	
Less Encumbered			0	
Available for Expenditure			**1,331,041**	
District Medical Group HRA (620)				
Revenues:				
Local	874,600		1,122,377	(247,777)
Beg. Fund Balance	2,120,000		2,129,863	(9,863)
Total Revenues	2,994,600		3,252,239	(257,639)
Expenditures:				
Support Services	440,000	2,544	396,486	40,970
End Fund Balance	2,554,600			2,554,600
Total Expenditures	2,994,600	2,544	396,486	2,595,570
Fund Balance			**2,855,754**	
Less Encumbered			2,544	
Available for Expenditure			**2,853,210**	

*** Beginning Fund Balances are Audited**

**** Fund Balances do NOT include encumbered expenditures**

***** Reimbursement Basis Grants, revenue received after funds expended, negative or low fund balance is normal**

LINCOLN COUNTY SCHOOL DISTRICT
Bills & Claims Over $10,000 - All Funds
2023-24 Fiscal Year
JUNE 2024

Date	Payee	Description	Amount
6/7/2024	PNW PROFESSIONALS	MONTHLY CONTRACT SERVICES - SLP	12,528.00
6/7/2024	MIFFY'S FOODS, LLC	LOCAL FOODS PURCHASE	11,051.75
6/7/2024	METIS EDUCATION CONSULTING	ECRI PROF DEV - CVH, TOES, OLES, YVES, DIST LEADERSHIP	12,600.00
6/7/2024	JAMES DRAYTON TRUCKING & EXCAVATING	EXCAVATION - NEW ENTRANCE OLE	13,900.00
6/7/2024	ENOME, INC	SPECIAL ED GOALBOOK SOFTWARE	23,026.50
6/7/2024	CARPET ONE FLOOR & HOME	FLOORING - TOES, OLE, TAES, TAHS , WHS, NMS	12,001.00
6/7/2024	OMLID & SWINNEY	HVAC EXPANSION LOOPS AT WHS	25,437.00
6/7/2024	SODEXO, INC & AFFILIATES (CUST)	MONTHLY CONTRACT SERVICES	182,584.15
6/14/2024	THE HELLO FOUNDATION, LLC	MONTHLY CONTRACT SERVICES - SLP	15,040.00
6/14/2024	PEARSON CLINCAL ASSESSMENT	SPECIAL ED CURRICULUM	14,684.75
6/14/2024	LATHAM CENTERS, INC.	MONTHLY CONTRACT SVCS - OUT OF STATE TUITION	28,396.00
6/14/2024	E-THERAPY LLC	MONTHLY CONTRACT SERVICES - SLP	10,462.50
6/14/2024	POWER CHEVROLET BUICK GMC CADILLAC	VAN - TECHNOLOGY	49,113.76
6/21/2024	SUTTLE LAKE CAMP	OUTDOOR SCHOOL - NMS	28,325.00
6/21/2024	DSL BUILDERS, LLC	WINDOWS AND SIDING - ARCADIA FEMA GRANT	41,450.00
6/21/2024	COASTAL CONTRACTING, INC.	WINDOWS AND SIDING - ARCADIA FEMA GRANT	75,000.00
6/21/2024	EDDYVILLE CHARTER SCHOOL	SIA GRANT REIMBURSEMENT	21,140.20
6/26/2024	NATIONAL CHEERLEADERS ASSOCIATION	CHEER CAMP - NHS	17,318.00
6/28/2024	WARD'S MEDIATECH INC	CLASSROOM INTERACTIVE DISPLAYS - ED TECH PILOT	15,556.87
6/28/2024	SODEXO, INC & AFFILIATES (CAFE)	MONTHLY CONTRACT SERVICES	319,087.21
6/28/2024	QUILL CORPORATION	MEDIA LEARNING LABS - NMS, NHS, TAHS, TOHS	21,451.01
6/28/2024	NEWPORT FAB SHOP	HANDICAP ACCESSIBLE ENTRY HAND RAIL - NHS	10,808.75
6/28/2024	MILLER NASH LLP	LEGAL SERVICES	23,733.00
6/28/2024	LINCOLN GLASS CO., INC	ARCADIA WINDOWS	31,415.35
6/28/2024	COPELAND LUMBER YARDS, INC	SUPPLIES - VARIOUS PROJECTS	35,318.04
6/28/2024	CENTER FOR THE COLLABORATIVE CLASS	SUMMER SCHOOL SEL CURRICULUM	10,206.00
6/28/2024	APPLE INC.	MAC BOOKS - STAFF & TOHS GEAR UP GRANT	18,890.00
6/28/2024	AVID CENTER	PROF DEVELOPMENT - AVID SUMMER INSTITUTE	26,973.00

LINCOLN COUNTY SCHOOL DISTRICT
Bills & Claims Over $10,000 - All Funds
2023-24 Fiscal Year
July 2024

Date	Payee	Description	Amount
7/2/2024	DAN KAUFFMAN EXCAVATING INC.	ROCK/GRADING - OLE	20,270.92
7/2/2024	BRANDSEN HARDWOOD FLOORS INC	GYM FLOOR REFINISHING - 9 SCHOOLS	34,208.00
7/5/2024	FIRST STUDENT, INC.	STUDENT TRANSPORTATION	407,955.14
7/12/2024	WARD'S MEDIATECH INC	MEDIA LEARNING LABS	148,545.00
7/12/2024	OMLID & SWINNEY	HVAC TESTS & REPAIRS - VARIOUS LOCATIONS	13,592.00
7/12/2024	NEIGHBORS FOR KIDS	CONTRACTED SUMMER LEARNING PROGRAM	18,044.13
7/12/2024	LATHAM CENTERS, INC.	MONTHLY TUITION - OUT OF STATE SPECIAL ED PLACEMENT	27,480.00
7/12/2024	COASTAL CONTRACTING, INC.	SIDING AND WINDOWS - ARCADIA FEMA GRANT	225,000.00
7/12/2024	APPLE INC.	IPADS FOR ED TECH CADRE	10,378.00
7/12/2024	INTERMOUNTAIN LOCK AND SECURITY	SUPPLIES - TAES, TAHS, WHS	14,204.52
7/19/2024	SODEXO, INC & AFFILIATES (CAFE)	MONTHLY CONTRACT SERVICES	345,922.36
7/19/2024	COYLE OUTSIDE LLC	OUTDOOR SCHOOL - TAES	27,960.00
7/19/2024	COPELAND LUMBER YARDS, INC	BUILDING SUPPLIES - VARIOUS LOCATIONS	18,499.87
7/19/2024	B'NAI B'RITH	OUTDOOR SCHOOL - TAES	12,704.00
7/19/2024	EDDYVILLE CHARTER SCHOOL	SIA & TITLE VI REIMBURSEMENTS	63,605.50
7/19/2024	SILETZ VALLEY CHARTER SCHOOL	TITLE I REIMBURSEMENT	74,713.03
7/26/2024	SODEXO, INC & AFFILIATES (CAFE)	MONTHLY CONTRACT SERVICES	117,495.75
7/26/2024	SAIF CLAIM REIMBURSEMENT	23-24 NON-DISABLING CLAIMS REIMBURSEMENT	10,800.24
7/26/2024	SILETZ VALLEY CHARTER SCHOOL	ESSER & TITLE VI REIMBURSEMENTS	32,449.55

LINCOLN COUNTY SCHOOL DISTRICT
INVESTMENT REPORT
June 30, 2024

Oregon State Treasury - Local Government Investment Pool

Beginning Balance	$ 41,954,680
Additions	1,336,088
Reductions	8,181,670
Ending Balance	**$ 35,109,098**

Oregon State Treasury - Local Government Investment Pool - 2002 PERS Bonds

Beginning Balance	$ 1,159,182
Additions	1,224,719
Reductions	2,316,643
Ending Balance	**$ 67,259**

Oregon State Treasury - Local Government Investment Pool - 2003 PERS Bonds

Beginning Balance	$ 1,570,808
Additions	1,636,123
Reductions	3,116,461
Ending Balance	**$ 90,470**

Oregon Coast Bank - Money Market Account

Beginning Balance	$ 13,222,746
Additions	1,479,440
Reductions	5,331,650
Ending Balance	**$ 9,370,536**

Oregon Coast Bank - 13 Month Time CD (Fund 331 QSCB Sinking Fund)

.75% APY

Beginning Balance	$ 1,431,650
Additions	-
Reductions	-
Ending Balance	**$ 1,431,650**

Monthly Totals

Beginning Balance	$ 59,339,067
Additions	$ 5,676,370
Reductions	$ 18,946,424
Ending Balance	**$ 46,069,013**

Interest Rates	**April**	**May**	**June**
LGIP	**5.20%**	**5.20%**	**5.20%**
Oregon Coast Bank	**5.12%**	**5.12%**	**5.12%**

General Fund Revenue & Expenditure Summary (Unaudited)
Fiscal Year 2024-25
Year To Date Transactions as of July 31, 2024

	Period 1 Actual July '24	Period 2 Projected Aug '24	Period 3 Projected Sept '24	Period 4 Projected Oct '24	Period 5 Projected Nov '24	Period 6 Projected Dec '24	Period 7 Projected Jan '25	Period 8 Projected Feb '25	Period 9 Projected March '25	Period 10 Projected April '25	Period 11 Projected May '25	Period 12 Projected June '25	Period 13 Projected July '25	Projected 2024-25 Totals		Adopted 2024-25 BUDGET	Year-To-Date 2024-25 Actuals	YTD Diff Budget vs. Projected	% of Budget
R E V E N U E S																			
LOCAL SOURCES:																			
Current year's levy	244				33,642,293	7,463,035	570,477	299,821	1,086,289	163,111	176,225	1,130,139	445,522	44,977,157	*	44,976,913	244	244	0%
Prior years' taxes	85	126,775	107,400	110,335	58,092	103,433	33,905	38,113	30,039	30,451	40,830	80,680	40,361	800,498	*	805,000	85	(4,502)	0%
Interest on Investments	207,984	48,518	43,787	36,594	58,246	152,433	138,833	124,016	119,206	86,989	92,903	116,247	29,403	1,255,157		1,090,000	207,984	165,157	19%
Fees Charged to Grants		3,358	13,196	30,806	31,358	36,179	53,222	40,714	64,330	72,394	40,891	174,516	89,036	650,000		650,000	-	-	0%
Rentals			1,648	1,738	1,801		1,750			1,459		1,604		10,000		10,000	-	-	0%
Contributions														0			-	-	#DIV/0!
Other Local Income	4,691	22,052	49,882	97,135	87,717	115,770	84,227	64,996	101,886	107,045	124,412	99,170	313,033	1,272,015		1,283,546	4,691	(11,531)	0%
INTERMEDIATE SOURCES:																	-		
ESD - Severe Disab Support						90,000					90,000			180,000		180,000	-	-	0%
County School Fund						150,000					150,000			300,000	*	300,000	-	-	0%
Other, Hvy Eq Rent Tax, etc														0			-	-	#DIV/0!
STATE SOURCES:																	-		
SSF- Current Year	3,766,492	1,895,458	1,895,458	1,895,458	1,916,805	1,919,135	1,913,151	1,927,549	1,915,707	1,834,602	1,856,947			22,736,760		22,763,459	3,766,492	(26,699)	17%
SSF- Prior Year														0			-	-	#DIV/0!
Common School Fund							331,620						331,620	663,240	*	663,240	-	-	0%
State Timber					226,341			70,022				203,637		500,000	*	500,000	-	-	0%
Unrstd Grants, HCD, Wildfire				648,019							536,277			1,184,296		1,184,296	-	-	0%
FEDERAL SOURCES:																	-		
Federal Forest Fees														0			-	-	#DIV/0!
Foster Care Transp Reimb									22,046			27,954		50,000		50,000	-	-	0%
OTHER RESOURCES:																	-		
Interfund Transfer														0			-	-	#DIV/0!
Sale of Assets/Ins Proceeds														0			-	-	#DIV/0!
Beginning Fund Balance	16,314,011													16,314,011		15,281,164	16,314,011	1,032,847	107%
Total Monthly Revenues	**20,293,506**	**2,096,160**	**2,111,371**	**2,820,084**	**36,022,653**	**10,029,984**	**3,127,186**	**2,565,230**	**3,339,502**	**2,296,051**	**3,108,485**	**1,833,947**	**1,248,974**	**90,893,135**		**89,737,618**	**20,293,506**	**1,155,517**	**23%**
CUMULATIVE RESOURCES	**20,293,506**	**22,389,666**	**24,501,037**	**27,321,121**	**63,343,774**	**73,373,758**	**76,500,944**	**79,066,174**	**82,405,676**	**84,701,727**	**87,810,213**	**89,644,160**	**90,893,135**						
E X P E N D I T U R E S																			
Salaries (100)	640,032	775,013	2,756,341	2,806,856	2,950,831	2,837,129	2,787,254	2,907,975	2,809,452	2,782,946	2,929,087	6,916,651		33,899,567		33,893,322	640,032	6,245	2%
Employee benefits (200)	276,432	381,720	1,518,498	1,532,882	1,583,391	1,536,091	1,528,640	1,557,911	1,565,104	1,560,853	1,596,523	4,019,626	11,556	18,669,227		18,721,528	276,432	(52,301)	1%
Purchased services (300)	1,254,143	1,451,367	1,098,923	1,498,472	1,481,450	2,028,904	1,642,815	1,613,749	1,703,185	1,697,157	2,064,567	1,698,857	452,504	19,686,094		19,521,069	1,254,143	165,025	6%
Supplies (400)	97,577	253,652	206,785	195,595	167,031	144,425	124,552	121,653	122,009	160,232	210,654	300,201	208,959	2,313,325		2,365,569	97,577	(52,244)	4%
Capital outlay (500)		51,597	6,986	10,277	11,338	7,723		4,451	2,686	8,647	16,810		10,493	131,008		146,000	-	(14,992)	0%
Insurance/Other (600)	957,114	126,436	24,844	21,439	23,768	13,510	12,994	8,484	6,554	11,020	38,977	17,506	18,647	1,281,293		1,186,285	957,114	95,008	81%
Interfund Transfers (700)		630,539		152,858		773,843			1,645,133	458,574	156,679	259,858	340,376	4,417,860		4,800,005	-	(382,145)	0%
Contingency (800)														0		3,750,000	-		0%
Unappropriated Funds (800)														0		5,353,840	-		0%
Total Monthly Expenditures	**3,225,299**	**3,670,324**	**5,612,377**	**6,218,378**	**6,217,808**	**7,341,626**	**6,096,256**	**6,214,223**	**7,854,124**	**6,679,428**	**7,013,298**	**13,212,699**	**1,042,535**	**80,398,375**		**89,737,618**	**3,225,299**	**(235,403)**	**4%**
CUMULATIVE EXPENDITURES	**3,225,299**	**6,895,623**	**12,508,000**	**18,726,378**	**24,944,185**	**32,285,811**	**38,382,067**	**44,596,290**	**52,450,414**	**59,129,842**	**66,143,140**	**79,355,839**	**80,398,375**						
Month-end Fund Balance	**17,068,207**	**15,494,044**	**11,993,037**	**8,594,744**	**38,399,589**	**41,087,947**	**38,118,877**	**34,469,884**	**29,955,263**	**25,571,885**	**21,667,072**	**10,288,321**	**10,494,760**	**10,494,760**				**17,068,207**	

Revenue Assumptions:

Projection amounts based on Adopted Budget and avg % received during same time period over past 8 years

Beginning Fund Balance is estimated as of 8-7-24 & subject to change as the year is closed out.

*** Local Revenue - Projected**	**47,240,894**	
Local Revenue included in 6/20/24 SSF Estimate	47,246,946	
Estimated 2024/25 SSF Adjustment (May 2026)	**6,051**	Depends on Actual Local Revenue at Yr End
Anticipated Ending Fund Balance	**10,500,811**	
Less Unappropriated Ending Fund Balance (7% Required) & Contingency	(9,103,840)	
Excess Ending Fund Balance	**1,396,971**	Primarily from BFB Estimate

Monthly ADM - Prior Years

2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
5,523.3	5,567.9	4,892.4	5,163.5	5,095.5	4,959.1
5,549.3	5,586.5	4,945.8	5,189.8	5,111.6	4,984.2
5,541.6	5,596.7	4,968.0	5,191.8	5,109.0	4,974.9
5,538.8	5,585.9	5,089.1	5,192.9	5,098.5	4,961.0
5,512.2	5,577.6	5,054.0	5,184.1	5,095.4	4,945.4
5,491.0	**5,569.1**	5,052.3	5,180.8	5,103.0	4,935.4
5,476.0	COVID-19	5,048.6	5,170.4	5,101.0	4,911.4
5,447.3	ADM Frozen	5,048.6	5,167.2	5,097.6	4,872.3
5,401.7	2nd Qtr (Dec)	5,049.0	5,157.0	5,093.8	4,859.1
5,482.5		5,090.2	5,122.6	5,007.0	
5,482.5		5090.2	5122.6	5072.2	

Monthly ADMr Comparison	Monthly ADM 2023-24	YTD ADM 2023-24
September		
October		
November		
December		
January		
February		
March		
April		
May		
June		
June YTD		

Expenditure Assumptions:

Projection amounts based on Adopted Budget and avg % expended during same time period over past 8 years

Lincoln County School District
2024-25 Monthly Comparison - General Fund Projected to Actual
July 2024

REVENUES	Projected**	Actual	Actual Compared to Projected		Comments
LOCAL SOURCES:					
Current year's levy	265	244	(21)	*	
Prior years' taxes	4,587	85	(4,502)	*	
Interest on Investments	42,826	207,984	165,157		Not Segregated to Sp Funds
Fees Charged to Grants			-		Varies Monthly by Exp Levels
Rentals			-		
Contributions			-		
Other Local Income	16,221	4,691	(11,531)		
INTERMEDIATE SOURCES:					
ESD - Severe Disability Support			-		
County School Fund			-	*	
Other, Hvy Eq Rent Tax, etc			-		
STATE SOURCES:					
SSF- Current Year	3,793,191	3,766,492	(26,699)	*	
SSF- Prior Year			-	*	
Common School Fund			-	*	
State Timber			-	*	
Unrestricted Grants			-	*	
FEDERAL SOURCES:					
Federal Forest Fees			-		
Foster Care Transport Reimb			-		
OTHER RESOURCES:					
Interfund Transfer			-		
Sale of Assets/Ins Proceeds			-		
Beginning Fund Balance	15,281,164	16,314,011	1,032,847		Estimated & will change
Total Monthly Revenue	**19,138,254**	**20,293,506**	**1,155,252**		Primarily BFB Increase
EXPENDITURES					
Salaries (100)	633,787	640,032	6,245		
Employee benefits (200)	328,733	276,432	(52,301)		
Purchased services (300)	1,089,119	1,254,143	165,025		
Supplies (400)	149,821	97,577	(52,244)		
Capital outlay (500)	14,992		(14,992)		
Insurance/Other (600)	862,106	957,114	95,008		
Interfund Transfers (700)	382,145		(382,145)		
Contingency (800)					
Unappropriated Funds (800)					
Total Monthly Expenditures	**3,460,702**	**3,225,299**	**(235,403)**		

*Indicates SSF formula revenue -- excesses are returned to the State

** Projections based on budget and average % received/expended during same time period over past 8 years

Lincoln County School District
2024-25 General Fund - Purchased Services Monthly Comparison
July 2024

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	YTD Total
Prof Instruction Svcs	1,413												1,413
Cleaning Services	190,642												190,642
Repairs & Maint	4,554												4,554
Rentals	4,846												4,846
Utilities	30,042												30,042
Transportation	1,297												1,297
Travel	20												20
Telephone													-
Postage	1,695												1,695
Advertising													-
Printing & Binding													-
Data Lines													-
Charter School Pmts	972,459												972,459
Tuition													-
Audit Services													-
Legal Services													-
Architect/Engr Svcs													-
Neg/Labor Consltg													-
Managemnt Svcs													-
Data/Tech Svcs													-
Election Services													-
Other Gen Prof Svcs	47,176												47,176
Total	**1,254,143**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**1,254,143**
For Reference Only:													
Less Transportation	(1,297)	-	-	-	-	-	-	-	-	-	-	-	
Charter Sch Pmts	(972,459)	-	-	-	-	-	-	-	-	-	-	-	
Purchased Services	**280,387**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**A**

Notes:

A: Removing Transportation & Charter Payments with their irregular payment patterns from the totals smooths the monthly totals for comparison purposes. For Reference Only.

LINCOLN COUNTY SCHOOL DISTRICT

2024-25 SPECIAL REVENUE FUNDS FINANCIAL STATEMENTS as of July 31, 2024 UNAUDITED

	Budget	Encumb'd	YTD Actual	Remaining
Special Revenues & Grants (200-285 & 900-994)				
Revenues:				
Local	1,120,618		80,347	1,040,271
Intermediate				
State	3,660,104			3,660,104
Federal	8,052,219		17,163	8,035,056
Fund Tfrs/Asset Sales				
Beg. Fund Balance *	2,058,244		2,058,244	0
Total Revenues	14,891,185		2,155,754	12,735,431
Expenditures:				
Instruction	6,033,926	3,088,728	40,568	2,904,630
Support Services	6,608,041	1,722,743	256,294	4,629,004
Enterprise	631,578	85,987	698	544,893
Facilities Acq & Const	1,384,860	538,067	9,874	836,919
End Fund Bal/Tfrs	232,780			232,780
Total Expenditures	14,891,185	5,435,525	307,434	9,148,226
Fund Balance			**1,848,320**	***
Indigenous Peoples (286)				
Revenues:				
Local				
Fund Tfrs/Asset Sales	100,000			100,000
Beg. Fund Balance*	94,975		95,154	(179)
Total Revenues	194,975	0	95,154	99,821
Expenditures:				
Instruction	94,975			94,975
Support Services				0
End Fund Balance	100,000			100,000
Total Expenditures	194,975	0	0	194,975
Fund Balance			**95,154**	
Less Encumbered			0	
Available for Expenditure			**95,154**	
Musical Instruments (287)				
Revenues:				
Transfers	100,000			
Beg. Fund Balance*	495,640		434,822	60,818
Total Revenues	595,640		434,822	160,818
Expenditures:				
Instruction	355,000			355,000
Support Services	40,640			40,640
End Fund Balance	200,000	200,000		0
Total Expenditures	595,640	200,000	0	395,640
Fund Balance			**434,822**	
Less Encumbered			200,000	
Available for Expenditure			**234,822**	

	Budget	Encumb'd	YTD Actual	Remaining
Pre-School Promise (288)				
Revenues:				
State	563,400			563,400
Beg. Fund Balance*			0	0
Total Revenues	563,400		0	563,400
Expenditures:				
Instruction	512,010	314,577		197,433
Support Services	37,069	12,184	1,108	23,778
Enterprise	14,321	7,306		7,015
Facilities Acq & Const				
End Fund Balance				
Total Expenditures	563,400	334,066	1,108	228,226
Fund Balance			**(1,108)**	***
Student Investment Account (289/989)				
Revenues:				
State	5,345,320			5,345,320
Beg. Fund Balance*				0
Total Revenues	5,345,320		0	5,345,320
Expenditures:				
Instruction	2,401,025	1,345,800		1,055,225
Support Services	2,767,074	1,915,018	8,983	843,073
Enterprise	177,221			177,221
Facilities Acq & Const				0
End Fund Balance				
Total Expenditures	5,345,320	3,260,818	8,983	2,075,519
Fund Balance			**(8,983)**	***
Curriculum (290)				
Revenues:				
Local				0
Transfers	2,000,000			2,000,000
Beg. Fund Balance*	3,624,186		3,600,345	23,841
Total Revenues	5,624,186		3,600,345	2,023,841
Expenditures:				
Instruction	281,460	298,540	6,900	(23,980)
Contingency	5,342,726			5,342,726
End Fund Balance				
Total Expenditures	5,624,186	298,540	6,900	5,318,746
Fund Balance			**3,593,445**	
Less Encumbered			0	
Available for Expenditure			**3,593,445**	

	Budget	Encumb'd	YTD Actual	Remaining
Small Schools Grant (291) WHS & Toledo 7-12				
Revenues:				
Local				
State	74,300			74,300
Beg. Fund Balance *	88,052		151,438	(63,386)
Total Revenues	162,352		151,438	10,914
Expenditures:				
Instruction	65,691			65,691
Support Services	22,361			22,361
Enterprise				0
Facilities Acq & Const				
End Fund Balance	74,300	74,300		0
Total Expenditures	162,352	74,300	0	88,052
Fund Balance			**151,438**	
Less Encumbered			74,300	
Available for Expenditure			**77,138**	
High School Success (292)				
Revenues:				
State	1,498,394			1,498,394
Beg. Fund Balance *			0	0
Total Revenues	1,498,394		0	1,498,394
Expenditures:				
Instruction	724,443	441,980		282,463
Support Services	773,951	386,389	24,971	362,591
End Fund Balance				
Total Expenditures	1,498,394	828,369	24,971	645,054
Fund Balance			**(24,971)**	***
Building Maintenance (293)				
Revenues:				
Local	71,022		135	70,887
State				
Federal				
Fund Tfrs/Asset Sales	1,300,000			1,300,000
Beg. Fund Balance *	2,225,881		2,108,135	117,746
Total Revenues	3,596,903		2,108,270	1,488,633
Expenditures:				
Instruction	300,000			300,000
Support Services	1,216,500	3,704	60,151	1,152,645
Enterprise				
Facilities Acq & Const	2,080,403	331,001	247,121	1,502,280
End Fund Bal/Tfrs				
Total Expenditures	3,596,903	334,705	307,272	2,954,925
Fund Balance			**1,800,998**	
Less Encumbered			334,705	
Available for Expenditure			**1,466,292**	

*** Beginning Fund Balances are Unaudited Estimates**
**** Fund Balances do NOT include encumbered expenditures**
***** Reimbursement Basis Grants, revenue received after funds expended, negative or low fund balance is normal**

LINCOLN COUNTY SCHOOL DISTRICT

2024-25 SPECIAL REVENUE FUNDS FINANCIAL STATEMENTS as of July 31, 2024 UNAUDITED

	Budget	Encumb'd	YTD Actual	Remaining
Food Services (294)				
Revenues:				
Local	239,500			239,500
State	35,000			35,000
Federal	3,299,661			3,299,661
Beg. Fund Balance *	400,000		192,810	207,190
Total Revenues	3,974,161		192,810	3,781,351
Expenditures:				
Instruction	116,323	84,703	7,785	23,835
Support Services	34,870	32,760	3,014	(904)
Enterprise	3,822,968	263,516	101,531	3,457,920
Facilities Acq & Const		18,101	71,916	(90,017)
End Fund Balance				0
Total Expenditures	3,974,161	399,080	184,246	3,390,834
Fund Balance			**8,564** ***	
Student Activities (295)				
Revenues:				
Local	1,300,000		3,216	1,296,784
Beg. Fund Balance *	1,500,000		1,195,864	304,136
Total Revenues	2,800,000		1,199,080	1,600,920
Expenditures:				
Instruction	1,470,000	21,686	35	1,448,279
Support Services	110,000			110,000
Enterprise	50,000			50,000
Contingency	1,170,000			1,170,000
Total Expenditures	2,800,000	21,686	35	2,778,279
Fund Balance			**1,199,045**	
Less Encumbered			21,686	
Available for Expenditure			**1,177,359**	
Outdoor School for All (296)				
Revenues:				
State	169,958			169,958
Total Revenues	169,958		0	169,958
Expenditures:				
Instruction	158,677	28,968		129,709
Support Services	11,281			11,281
Total Expenditures	169,958	28,968	0	140,990
Fund Balance			**0** ***	
ODE Facilities Grants (297)				
Revenues:				
State Sources				0
Total Revenues	**0**	**0**	**0**	**0**
Expenditures:				
Support Services	10,000			10,000
Total Expenditures	**10,000**	**0**	**0**	**10,000**
Fund Balance				

	Budget	Encumb'd	YTD Actual	Remaining
Technology (298)				
Revenues:				
Local	38,015			38,015
Local - Tech Fees			865	(865)
Federal				
Transfers	1,300,000			1,300,000
Beg. Fund Balance*	3,310,915		3,366,503	(55,588)
Total Revenues	4,648,930		3,367,368	1,281,562
Expenditures:				
Instruction				0
Support Services	539,915	45,677	5,707	488,531
Contingency	500,000			500,000
End Fund Balance	3,609,015			3,609,015
Total Expenditures	4,648,930	45,677	5,707	4,597,546
Fund Balance			**3,361,661**	
Less Encumbered			45,677	
Available for Expenditure			**3,315,984**	
Vehicle Replacement (299)				
Revenues:				
Local	52,050			52,050
Sale of Assets				0
Beg. Fund Balance *	35,455		53,420	(17,965)
Total Revenues	87,505		53,420	34,085
Expenditures:				
Support Services	87,505			87,505
End Fund Balance				
Total Expenditures	87,505	0	0	87,505
Fund Balance			**53,420**	
Less Encumbered			0	
Available for Expenditure			**53,420**	
PERS Bonds Debt Service (320)				
Revenues:				
Local	4,963,418		77,171	4,886,247
Beg. Fund Balance *	10,190,020		10,020,360	169,660
Total Revenues	15,153,438		10,097,531	5,055,907
Expenditures:				
Debt Service	6,410,917			6,410,917
End Fund Balance	8,742,521	8,742,521		0
Total Expenditures	15,153,438	8,742,521	0	6,410,917
Fund Balance			**10,097,531**	
GO Bonds Debt Service (330 & 331)				
Revenues:				
Local	6,489,976		83	6,489,893
Transfers	6,515,005			6,515,005
Beg. Fund Balance *	1,350,977		2,419,504	(1,068,527)
Total Revenues	14,355,958		2,419,587	11,936,371
Expenditures:				
Debt Service	378,776			378,776
Transfers	6,515,000			6,515,000
End Fund Balance	7,462,182			7,462,182
Total Expenditures	14,355,958	0	0	14,355,958
Fund Balance			**2,419,587**	

	Budget	Encumb'd	YTD Actual	Remaining
Capital Construction Fund (405)				
Revenues:				
Local	588,020			588,020
Beg. Fund Balance *	1,659,350		1,599,952	59,398
Total Revenues	2,247,370		1,599,952	647,418
Expenditures:				
Support Services	282,370			
Facilities Acq & Const	1,965,000	13,287	16,290	1,935,423
End Fund Balance				
Total Expenditures	2,247,370	13,287	16,290	2,217,793
Fund Balance			**1,583,662**	
Less Encumbered			13,287	
Available for Expenditure			**1,570,375**	
Future Property Purchases Reserve (420)				
Revenues:				
Local				0
Fund Tfrs/Asset Sales				
Beg. Fund Balance *	1,125,265		1,121,447	3,818
Total Revenues	1,125,265		1,121,447	3,818
Expenditures:				
Facilities Acq & Const	1,125,265			1,125,265
Total Expenditures	1,125,265			1,125,265
Fund Balance			**1,121,447**	
Dental/Vision Self Insurance (610)				
Revenues:				
Local	983,456		12,555	970,901
Beg. Fund Balance *	1,212,504		1,331,041	(118,537)
Total Revenues	2,195,960		1,343,596	852,364
Expenditures:				
Support Services	860,518		68,947	791,571
Contingency	1,335,442			1,335,442
Total Expenditures	2,195,960		68,947	2,127,013
Fund Balance			**1,274,649**	
Less Encumbered			0	
Available for Expenditure			**1,274,649**	
District Medical Group HRA (620)				
Revenues:				
Local	904,573		4,709	899,864
Beg. Fund Balance	2,664,117		2,853,210	(189,093)
Total Revenues	3,568,690		2,857,919	710,771
Expenditures:				
Support Services	440,000	22,712	30,563	386,725
End Fund Balance	3,128,690			3,128,690
Total Expenditures	3,568,690	22,712	30,563	3,515,415
Fund Balance			**2,827,357**	
Less Encumbered			22,712	
Available for Expenditure			**2,804,644**	

*** Beginning Fund Balances are Unaudited Estimates**

**** Fund Balances do NOT include encumbered expenditures**

***** Reimbursement Basis Grants, revenue received after funds expended, negative or low fund balance is normal**

LINCOLN COUNTY SCHOOL DISTRICT
Bills & Claims Over $10,000 - All Funds
2024-25 Fiscal Year
July 2024

Date	Payee	Description	Amount
7/19/2024	PACE	24-25 PROPERTY & LIABILITY INSURANCE	922,553.00
7/19/2024	OREGON ABATEMENT LLC	ASBESTOS REMOVAL - TOES & OLE	11,430.00
7/19/2024	NORTHWEST PLAYGROUND EQUIPMENT, II	SCE, OLE, YVE	11,452.50
7/19/2024	HERTZ FURNITURE SYSTEMS LLC	BENCH FOR FOOD SERVICES	40,430.56
7/19/2024	CREATIVE LEADERSHIP SOLUTIONS	PROF. LEARNING AND COACHING SUPPORT	215,250.00
7/19/2024	BROWN & BROWN NORTHWEST	24-25 SERVICE FEE	39,356.00
7/19/2024	EDDYVILLE CHARTER SCHOOL	24-25 SSF PAYMENTS - JULY DOUBLE PAYMENT	512,637.25
7/19/2024	SILETZ VALLEY CHARTER SCHOOL	24-25 SSF PAYMENTS - JULY DOUBLE PAYMENT	456,842.93
7/19/2024	SODEXO, INC & AFFILIATES (CUST)	MONTHLY CONTRACT SERVICES	192,332.49
7/19/2024	AVID CENTER	MEMBERSHIPS	49,039.00
7/26/2024	NORTHWEST SPORTS TURF SOLUTIONS	TAFT FOOTBALL TURF FIELD	227,950.00
7/26/2024	FRONTLINE EDUCATION	HR SERVICES	55,058.63
7/26/2024	COASTAL REFRIGERATION AND AIR	FREEZER COMBO FOOD SERV.	117,202.40
7/26/2024	CLASSLINK, INC.	CLASSLINK LICENSE RENEWAL 7/1/2024-6/30/2025	15,950.00
7/26/2024	BUILDERS FIRST SOURCE	ROOFING CRESTVIEW HEIGHTS	13,601.47
7/26/2024	DAKTRONICS, INC	SCOREBOARD TAFT 7-12	48,550.00

LINCOLN COUNTY SCHOOL DISTRICT
INVESTMENT REPORT
July 31, 2024

Oregon State Treasury - Local Government Investment Pool

Beginning Balance	$	35,109,098
Additions		3,626,880
Reductions		5,000,000
Ending Balance	**$**	**33,735,978**

Oregon State Treasury - Local Government Investment Pool - 2002 PERS Bonds

Beginning Balance	$	67,259
Additions		429,951
Reductions		(0)
Ending Balance	**$**	**497,211**

Oregon State Treasury - Local Government Investment Pool - 2003 PERS Bonds

Beginning Balance	$	90,470
Additions		574,227
Reductions		(0)
Ending Balance	**$**	**664,697**

Oregon Coast Bank - Money Market Account

Beginning Balance	$	9,370,535
Additions		5,048,661
Reductions		2,400,000
Ending Balance	**$**	**12,019,196**

Oregon Coast Bank - 13 Month Time CD (Fund 331 QSCB Sinking Fund)

.75% APY

Beginning Balance	$	1,431,650
Additions		695
Reductions		(379,932)
Ending Balance	**$**	**1,812,277**

Monthly Totals

Beginning Balance	$	46,069,012
Additions	$	9,680,415
Reductions	$	7,020,068
Ending Balance	**$**	**48,729,359**

Interest Rates	**May**	**June**	**July**
LGIP	**5.20%**	**5.20%**	**5.27%**
Oregon Coast Bank	**5.12%**	**5.12%**	**5.12%**

5.c. Food Services Report (Written)

5.c.1. Nutrition Services Report

THE MONTHLY FEED - AUGUST 2024

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NUTRITION SERVICES
Lincoln County School District
School Meals • Gardens • Food Pantry
Growing Foods - Growing Minds - Feeding Our Future

WHAT'S NEW FOR THE 24/25 SCHOOL YEAR?

Every other Friday is now "Farm Fresh Friday" and will highlight local products in school meals!

High School breakfast has more choices!

Toledo Elementary and High School Gardens!

Delicious Stahlbush Island Farms berries and squash are back!

BREAKFAST AND LUNCH ARE STILL FREE EVERY DAY FOR STUDENTS!

Braiding garlic is so a-peeling!



From left: Superintendent Dr. Tolan, Patty, Rebecca, Leann, and Sara.





Braiding the LCSD student grown garlic harvest this year required a little help from our friends. Some of this garlic will be saved and planted back in our school gardens for next year's harvest. The rest will go into school meals!

WHAT'S GROWING ON?
-LCSD SCHOOL GARDENS-

Summer harvests include cabbage, carrots, beets, snap peas, radishes, rhubarb, garlic, artichokes, and armfulls of fresh herbs!



138 pounds



And the zucchinni is just starting!

SUMMER UPGRADES

- Sam Case Elementary got a full kitchen remodel, new walk in fridge/freezer combo and new cafeteria tables.
- Taft Elementary got a new walk in freezer and outdoor tables.
- 2 Food Service vans should arrive any day!
- Sodexo added a Catering Manager position.

COOL STUFF FROM OSU EXTENSION FOOD HERO!

Food Hero offers great resources for new or experienced gardeners or cooks. Check out the recipes and fun activities!

You may see Food Hero in our schools throughout the school year helping with fun tastings to promote students eating more fruits and vegetables!

Visit foodhero.org to access free resources



Oregon Association of School Business Officials 7/24-7/26



Leann and Rebecca traveled to the summer OASBO conference in Bend, OR to participate in the vendor fair. They spent the time showing other Districts what a great partnership looks like.

Want to be part of an amazing team?
Go to us.sodexo.com or call (541) 336-2156.

@lcsdschoolgardens

@Lincoln County Oregon School Gardens

AUGUST 2024 This institution is an equal opportunity provider.

6. Board Reports
7. Superintendent's Report
    7.a. First Read - Policy Batch 2

OREGON SCHOOL BOARDS ASSOCIATION
Inspire • Inform • Involve

Policy Update

April 2024 Vol. 69 No. 2 sch

Watch for information coming soon for a ***Policy Update*** **webinar.**

Summer Board Conference
August 9–11, 2024
Salem, OR

Annual Convention
Nov. 7-9, 2024
Portland, OR

Policy Update is a subscription publication of the Oregon School Boards Association

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If you have questions regarding this publication or OSBA, please call our offices:
503-588-2800 or
800-578-6722

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AC – Nondiscrimination, Required
BBF – Board Member Standards of Conduct (*Version 1 or 2*), Highly Recommended
BBFC – Reporting of Suspected Abuse of a Child, Optional
BCBA – Student Representative(s) on the Board, Optional
BCBA-AR – Student Representative(s) on the Board, Optional, *New*
CB – Superintendent, Highly Recommended
CBC – Superintendent's Contract, Optional
CBG – Evaluation of the Superintendent, Required
CCG – Evaluation of Administrators, Required
DJC - Bidding Requirements (*Versions 1 & 2*), Delete
DJC - Bidding Requirements, Highly recommended, *New*
DJC-AR – Exemptions from Competitive Bidding and Special Procurements, Delete
DJC-AR – Exemptions from Competitive Bidding and Special Procurements, Optional, *New*
DJCA – Personal Service Contracts, Delete
DJCA-AR – Personal Service Contracts, Delete
EBBA – First Aid**, Delete
EBBA – Student Health Services**, Highly Recommended, *New*
EBBA-AR – First Aid - Infection Control, Delete
EBBAA – Infection Control and Bloodborne Pathogens, Optional
EBBB – Injury or Illness Reports, Required
EBC – Emergency Plan and First Aid**, Highly Recommended, *New*
EBC/EBCA – Emergency Procedures and Disaster Plans, Delete
EBCA – Safety Threats**, Required, *New*
EBCB – Emergency Procedure Drills and Instruction, Highly Recommended
GBEB – Communicable Diseases in Schools, Highly Recommended
GBEB-AR – Communicable Diseases in Schools, Highly Recommended
GBEBA – Staff – HIV, AIDS, and HBV, Delete
GBN/JBA – Sexual Harassment, Required
GBNAB/JHFE – Suspected Abuse of a Child Reporting Requirements**, Required
GBNAB/JHFE-AR(1) – Reporting of Suspected Abuse of a Child, Required
GBNAB/JHFE-AR(2) – Abuse of a Child Investigations Conducted on District Premises, Highly Recommended, (no updates)
GCDA/GDDA – Criminal Records Checks and Fingerprinting *, Delete
GCDA/GDDA – Criminal Records Checks and Fingerprinting *, Required, *New*
GCDA/GDDA-AR – Criminal Records Checks and Fingerprinting, Delete
IGBAF – Special Education – Individualized Education Program (IEP)**, Required
IGBAF-AR – Special Education: Individualized Education Program (IEP)**/*, Required

This publication is designed to provide accurate and authoritative information regarding the subject matter covered. It is furnished with the understanding that policies should be reviewed by the district's legal counsel.

IGBAG – Special Education – Procedural Safeguards**, Required
JBA/GBN – Sexual Harassment, Required
JBAA – Section 504 – Students**, V*ersion 1 and 2*, Highly Recommended
JBAA-AR – Section 504 – Students**/*, Highly Recommended
JEA – Compulsory Attendance**, Highly Recommended
JEA-AR – Compulsory Attendance Notices[and Citations]**, Highly Recommended
JGA – Corporal Punishment**, Optional
JGAB – Use of Restraint or Seclusion**, Required
JGAB-AR – Use of Restraint or Seclusion**, Required
JH – Student Welfare**, Optional
JHC – Student Health Services and Requirements**, Delete (in lieu of new EBBA)
JHCA/JHCB – Immunization and School Sports Participation**, Highly Recommended
JHCC – Communicable Diseases - Students, Delete
JHCC-AR – Communicable Diseases - Students, Delete
JHCCA – Students - HIV, HBV and AIDS**, Delete
JHCCF – Pediculosis (Head Lice), *Version 1*, Delete
JHCCF – Pediculosis (Head Lice), *Version 2*, Delete
JHCCF – Pediculosis (Head Lice), was *Version 3*, now stand-alone, Optional
JHCCF-AR – Pediculosis (Head Lice), *Version 1*, Delete
JHCCF-AR – Pediculosis (Head Lice), *Version 2*, Delete
JHFE/GBNAB – Suspected Abuse of a Child Reporting Requirements**, Required
JHFE/GBNAB-AR(1) – Reporting of Suspected Abuse of a Child, Required
JHFE/GBNAB-AR(2) – Abuse of a Child Investigations Conducted on District Premises, Highly Recommended, (no updates)
KBA-AR – Public Records Request, Highly Recommended

CIVIL RIGHTS COORDINATOR

Summary

House Bill 2281 (2023), effective January 1, 2024, requires a district school board to designate one or more civil rights coordinators for the district. According to HB 2281, the civil rights coordinator may be an employee of the district or the district may contract with an ESD for the services of a civil rights coordinator.

HB 2281, Section 1 (see page 2 of the bill specifically) outlines the minimum responsibilities of a civil rights coordinator. Of note is the requirement to comply with rules adopted by the State Board of Education so OSBA is watching for news about these rules. Additionally, the bill includes use of the term "discrimination" which is defined further by ORS 659.850 and is used in the new bill. The bill further outlines a requirement for the Department of Education to make training available annually for these coordinators.

Finally, ORS 659.855, which allows the Superintendent of Public Instruction to sanction a public elementary or secondary school program if found in noncompliance with ORS 659.850 and 659.852, has been updated to include noncompliance with ORS 332.505(2) – Civil Rights Coordinator.

The bill can be read in its entirety with the link provided above.

There is no current requirement for language to be added to board policy or administrative regulation. The district may choose to add the proposed language to policy AC – Nondiscrimination. Oregon Administrative Rules from the Oregon State Board of Education are anticipated later this year, which will likely prompt another update to policy.

The district should consider posting notice of the designated civil rights coordinator and contact information together with the notice of nondiscrimination (and other notices) on the district's website.

Collective Bargaining Impact

None

Local District Responsibility

Review the recommendations for policy changes and present them to the board for adoption.

Policy(ies) and AR(s) Impacted by these Revisions

AC – Nondiscrimination, Required

STUDENT REPRESENTATIVE(S) ON THE BOARD

Summary

The practice of installing student representative(s) on local school boards has increased, and therefore a desire for more policy and administrative regulation options has been voiced. OSBA policy services staff present the model policy and administrative regulation published herein as options for establishing a student representative on a local school board. Oregon does not mandate a student representative, it is up to local decision makers.

Collective Bargaining Impact

None

Local District Responsibility

Review the proposed policy and/or administrative regulation to determine whether it is appropriate for the board. The policy requires adoption by the board to enact and the administrative regulation may be submitted to the board for their review. A policy and administrative regulation is recommended, although not required.

Policy(ies) and ARs Impacted by these Revisions

BCBA – Student Representative(s) on the Board, Optional
BCBA-AR – Student Representative(s) on the Board, Optional, *New*

SUPERINTENDENT'S CONTRACT

Summary

With the passage of Senate Bill 283 (2023), the law was revised regarding superintendent contracts to remove mention of laws relevant to education service district boards added by Senate Bill 1521 in 2022 to ORS 332.505.

Collective Bargaining Impact

None

Local District Responsibility

Update policies with the recommended revisions if they are present in the board's policy manual and submit to the board for readoption.

Policy(ies) and ARs Impacted by these Revisions

CB – Superintendent, Highly Recommended
CBC – Superintendent's Contract, Optional

EVALUATION OF THE SUPERINTENDENT AND ADMINISTRATOR(S)

Summary

There are not significant changes to policy on evaluation of the superintendent and administrators. However, it has been included in this update as a reminder to the board to review policy on evaluation of the superintendent to ensure current practice and contract language align, and for the superintendent to review administrator contract language with the same lens. If needed, revise policy language if different terms now apply.

Collective Bargaining Impact

None

Local District Responsibility

If the board has adopted a version of required policy CBG – Evaluation of the Superintendent or CCG – Evaluation of Administrators (as listed herein), take time to review the superintendent and administrator contracts to ensure there is not conflicting language adopted in board policy regarding the regularity of an evaluation. Revise board policy as needed and readopt.

Policy(ies) and ARs Impacted by these Revisions

CBG – Evaluation of the Superintendent, Required
CCG – Evaluation of Administrators, Required

PROCUREMENTS

Summary

OSBA recommends deleting the current versions of DJC – Bidding Requirements, DJC-AR – Exemptions from Competitive Bidding and Special Procurements, DJCA – Personal Service Contracts and DJCA-AR – Personal Service Contracts, and replacing them with the new proposed versions of DJC and DJC-AR. The proposed DJC outlines the procurement requirements for Small Procurement, Intermediate Procurement, Regular Procurement, Emergency Procurement, Sole-Source Procurement and Personal Services Contracts.

Additionally, the proposed policy DJC – Bidding Requirements, reflects the new amounts for the procurement levels passed in House Bill 1047 (2023) and went into effect January 1, 2024. The policy also defines "public improvements" for purposes of the procurement levels, defines "community benefit contract" and the "Construction Manager/General Contractor procurement."

The proposed administrative regulation, DJC-AR – Exemptions from Competitive Bidding and Special Procurements, has been updated and continues to provide guidance for procurements which are exempt from competitive bidding or are special procurements.

Collective Bargaining Impact

None

Local District Responsibility

Revise and readopt highly recommended policy DJC – Bidding Requirements and consider whether to also add optional DJC-AR – Exemptions from Competitive Bidding and Special Procurements.

Policy(ies) and ARs Impacted by these Revisions

DJC – Bidding Requirements (*Versions 1 & 2*), Delete
DJC – Bidding Requirements, Highly recommended, *New*
DJC-AR – Exemptions from Competitive Bidding and Special Procurements, Delete
DJC-AR – Exemptions from Competitive Bidding and Special Procurements, Optional, *New*
DJCA – Personal Service Contracts, Delete
DJCA-AR – Personal Service Contracts, Delete

HEALTH SERVICES

Summary

The State Board of Education adopted revisions to Oregon Administrative Rule (OAR) 581-022-2220 on health services. The changes result in a requirement to develop "a written prevention-oriented health services plan for all students" (OAR 581-022-2220(1)). The plan requirements include a variety of topics, including but not limited to, plan for health care space, communicable disease prevention, communication strategies, health screenings, and hearing, vision and dental screenings.

As a result of these changes there is a list of policies and administrative regulations (AR's), included herein, which have been revised. Recommendations may include to delete or rescind policy or AR, recoding, and reassigning some policy content to a new section or policy of the policy manual.

The entire rule can be accessed here: OAR 581-022-2220. Reach out to the Oregon Department of Education with additional questions regarding plan requirements and/or implementation.

ODE resources and School Health Services include tools to support some requirements.

Collective Bargaining Impact

Review any terms and conditions of an applicable agreement.

Local District Responsibility

Review the recommendations regarding board policy changes and make decisions regarding same. Any policy revisions or recommendation to rescind a policy should be submitted to the board for action. An AR may be submitted to the board for review for either removing or keeping and revising as recommended.

Policy(ies) and ARs Impacted by these Revisions

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

EMERGENCY PROCEDURES, FIRST AID and SAFETY THREATS

Summary

House Bill 3584 was passed in the 2023 legislative session. The bill requires districts to adopt policy language about using electronic communication to notify parents, guardians and employees within 24 hours of a safety threat action that was not a drill. The bill states the communication should be "provided in a manner that communicates relevant facts and details as necessary and useful." (HB 3584, Section 1., (3)(b)) More detail can be found by reading the entire bill.

This update includes a revision of other policies identified herein, resulting from recommendations on reorganization and may include recoding and/or reassigning content to a different policy or policy section.

Collective Bargaining Impact

None

District Responsibility

Review the recommendations regarding board policy changes and make decisions regarding new and updated policy. Any policy revisions, additions or recommendation to rescind a policy should be submitted to the board for action.

Policy(ies) and ARs Impacted by these Revisions

EBC/EBCA – Emergency Procedures and Disaster Plans, Delete
EBC – Emergency Plan and First Aid**, Highly Recommended, *New*
EBCA – Safety Threats**, Required, *New*
EBCB – Emergency Procedure Drills and Instruction, Highly Recommended

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SEXUAL HARASSMENT DEFINITION

Summary

House Bill 2280 (2023 Legislature) modified the definition of sexual harassment affecting schools and has since been followed up with new rule revisions. The revised definition changes the meaning of assault within the sexual harassment context and adds a section describing the meaning of "without consent," which is also a new definition added to the law. When considering these recommended revisions, please review the designated names and positions listed for receiving such reports and amend as needed.

Collective Bargaining Impact

None

Local District Responsibility

Review recommended changes and board-adopt revisions to required policy GBN/JBA (JBA/GBN) – Sexual Harassment, in the board's policy manual.

Policy(ies) and ARs Impacted by these Revisions

GBN/JBA – Sexual Harassment, Required
JBA/GBN – Sexual Harassment, Required

REPORTING CHILD ABUSE

Summary

The Oregon Department of Human Services (DHS) reports the purpose of Senate Bill 231 (2023) was to align state law with the agency's current process for receiving child abuse reporting, through a centralized child abuse reporting system established by DHS. Reports must still be submitted to DHS as directed or to a law enforcement agency.

The form found in **GBNAB/JHFE-AR(2) (JHFE/GBNAB-AR(2))** – Abuse of a Child Investigations Conducted on District Premises, is included for convenience and reference; **no updates were made**.

Collective Bargaining Impact

None

Local District Responsibility

The district should recommend board adoption of revised policy and reissue an updated administrative regulation to the board for review.

Policy(ies) and ARs Impacted by these Revisions

BBF – Board Member Standards of Conduct (*Version 1 or 2*), Highly Recommended
BBFC – Reporting of Suspected Abuse of a Child, Optional
GBNAB/JHFE – Suspected Abuse of a Child Reporting Requirements**, Required
GBNAB/JHFE-AR(1) – Reporting of Suspected Abuse of a Child, Required
GBNAB/JHFE-AR(2) – Abuse of a Child Investigations Conducted on District Premises, Highly Recommended, (no updates)
JHFE/GBNAB – Suspected Abuse of a Child Reporting Requirements**, Required
JHFE/GBNAB-AR(1) – Reporting of Suspected Abuse of a Child, Required
JHFE/GBNAB-AR(2) – Abuse of a Child Investigations Conducted on District Premises, Highly Recommended, (no updates)

FINGERPRINTING

Summary

Newly revised rules regarding fingerprint collection offer the addition of a statewide vendor identified by DAS as an authorized fingerprint collector and removed the option for volunteers to appeal to ODE on a fitness determination issued by ODE. The other resulting changes come from a decision to have a stand-alone board policy.

Collective Bargaining Impact

None

Local District Responsibility

Review the recommended changes and issue them to the board for readoption. To clean up duplicate language, a new version of model policy GCDA/GDDA – Criminal Records Checks and Fingerprinting * has been developed and eliminates the need for an administrative regulation. Consider a complete delete/rescind of the old policy version and adopt the revised version to implement new policy language for GCDA/GDDA, before adopting, refer to the board's existing version for direction on choosing brackets in the new version; make changes to reflect current practices as needed.

Policy(ies) and ARs Impacted by these Revisions

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

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SPECIAL EDUCATION and ABBREVIATED SCHOOL DAY

Summary

Board policy IGBAG – Special Education – Procedural Safeguards** and administrative regulations IGBAF-AR – Special Education – Individualized Education Program (IEP)**/* and JBAA-AR – Section 504 – Students**/* are being updated.

Changes in IGBAF-AR – Special Education: Individualized Education Program (IEP)**/* and JBAA-AR – Section 504 – Students**/* are due to the passage of Senate Bill 756 (2023) which requires district employees who are assigned to work with students who are on an IEP or 504 Plan, be invited to attend the student's IEP meeting or 504 Plan meeting. The section

of the administrative regulation (AR) "Individualized COVID-19 Recovery Services" is deleted since the provision has sunset (see OAR 581-015-2229). IGBAF-AR is also updated to include information regarding abbreviated school days.

Changes in Board policy IGBAG are due to the passage of SB 758 (2023) to add language to the Independent Educational Evaluations section stating parents are entitled to examine their student's record pertaining to identification, evaluation and educational placement, and the provisions of a free appropriate public education (FAPE) and setting a 10 business day timeline.

The legal references to IGBAF – Special Education – Individualized Education Program (IEP**) and JBAA – Section 504 – Students** (version 1 and 2) are updated to add references to the new laws.

Collective Bargaining Impact

Consider impact of requirement that certain staff be allowed to attend IEP and 504 meetings and be compensated for attendance.

District Responsibility

Revise and readopt required Board policy IGBAG – Special Education – Procedural Safeguards**; revise required administrative regulations IGBAF-AR – Special Education – Individualized Education Program (IEP)**/* and JBAA-AR – Section 504 – Students**/* if present in the board's policy manual. Also, update the legal references to IGBAF – Special Education – Individualized Education Program (IEP)** and JBAA – Section 504 – Students** as noted in the documents attached.

Policy(ies) and ARs Impacted by these Revisions

IGBAF – Special Education – Individualized Education Program (IEP)**, Required
IGBAF-AR – Special Education: Individualized Education Program (IEP)**/*, Required
IGBAG – Special Education – Procedural Safeguards**, Required
JBAA – Section 504 – Students**, V*ersion 1 and 2*, Highly Recommended
JBAA-AR – Section 504 – Students**/*, Highly Recommended

COMPULSORY ATTENDANCE AND HOMESCHOOL REQUIREMENTS

Summary

School districts are still required to monitor for nonenrollment and irregular attendance issues and to send related notices in accordance with ORS 339.080, however, as the Oregon Department of Education has recently noticed, citations for compulsory attendance are no longer issued.

However, after collaboration with their ESD about which entity will be responsible for tracking whether any students who are homeschooled have registered with the ESD or are complying with ORS 339.035, a district may choose to issue a citation. After discussion with the ESD, if the district will be responsible for tracking such students, the district may choose to add bracketed language in JEA-AR – Compulsory Attendance Notices[and Citations]**, regarding their actions concerning citations related to violation of homeschool statute (ORS 339.035) for registration and testing. A school district or ESD superintendent may issue a citation for violations of ORS 339.035. Before doing so, there must be specific notice given, as provided by law, and proposed model language is included in JEA-AR.

Additionally, a violation of compulsory attendance law is no longer a Class C violation, however violation of ORS 163.577 (1)(c) (failing to supervise a child) is still a Class A violation.

The model policy and administrative regulation have been revised and updated to reflect changes.

ODE staff anticipates some upcoming changes to the Uniform Citation Form and will communicate as soon as it is available.

Collective Bargaining Impact

None

Local District Responsibility

If the district has highly recommended policy JEA – Compulsory Attendance**, review and adopt revised and updated language resulting from changes to rules, and suggested revisions to highly recommended JEA-AR – Compulsory Attendance Notices[and Citations]** may be made and issued to the board for review.

Policy(ies) and ARs Impacted by these Revisions

JEA – Compulsory Attendance**, Highly Recommended
JEA-AR – Compulsory Attendance Notices[and Citations]**, Highly Recommended

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RESTRAINT OR SECLUSION RECORD AND CORPORAL PUNISHMENT

Summary

The procedures for responding to an incident of restraint or seclusion are found in ORS 339.294 and were amended by Senate Bill 1024 (2023; see Section 3 which begins on page 5 of the SB). These amended procedures are represented in the recommended changes to model administrative regulation, JGAB-AR – Use of Restraint or Seclusion** and policy JGAB – Use of Restraint or Seclusion**. There are several changes to highlight of which two are: 1) addition of immediate notice to the parent or guardian of any existing record, including audio or video, of the incident (which will be preserved in the original format without alternation), and 2) such record shall be reviewed at the debriefing meeting, to which parents shall be invited.

Additional information regarding the preservation and disclosure of such records, which have record retention and disclosure implications, are outlined in the new SB, subsection 9 and 10.

The changes are a result of the adopted language from the bill and related, revised OARs recently adopted by the State Board.

A change to ORS 161.205 on issues of corporal punishment was put into effect by Senate Bill 577; also effective now.

Collective Bargaining Impact

None

Local District Responsibility

The district's responsibility is to update the current board policies and administrative regulation (AR) and comply with the new procedural requirements related to incidents of use of restraint or seclusion. The revised AR should be implemented and submitted to the board for review; recommended policy revisions should be submitted to the board for review and readoption.

Policy(ies) and ARs Impacted by these Revisions

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

HEAD LICE (PEDICULOSIS)

Summary

Guidance on exclusion of students found with head lice has changed in recent years. There is now a consensus from other agencies, i.e., National Association of School Nurses[i], Center for Disease Control and Prevention[ii], Oregon School Nurses Association, which recommends against excluding students with head lice or nits from the classroom. Additionally, a rule, originally found in an Oregon Health Authority rule (OAR 333-019-0010), which allowed schools to create exclusionary practices for head lice, has since been repealed. Refer to *Communicable Disease Guidance for Schools* published by Oregon Health Authority and Oregon Department of Education for instructions on management.

As a result, OSBA is removing versions 1 and 2 of its model policy JHCCF – Pediculosis (Head Lice) and administrative regulations, leaving only what was a third version of the policy JHCCF – Pediculosis (Head Lice), which keeps a student in the classroom. See the *Communicable Disease Guidance for Schools* for more information.

[1] NASN – Head Lice Management in Schools
[11] CDC – Head Lice Information for Schools

Collective Bargaining Impact

None

Local District Responsibility

Review the district's policy regarding management of head lice, if applicable, and update or rescind.

Policy(ies) and ARs Impacted by these Revisions

JHCCF – Pediculosis (Head Lice), *Version 1*, Delete
JHCCF-AR – Pediculosis (Head Lice), *Version 1*, Delete
JHCCF – Pediculosis (Head Lice), *Version 2*, Delete
JHCCF-AR – Pediculosis (Head Lice), *Version 2*, Delete
JHCCF – Pediculosis (Head Lice), was *Version 3*, now stand-alone, Optional

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PUBLIC RECORDS

Summary

The purpose of this summary is to make schools aware of some minor changes to the definition of public records under ORS 192.005, which describes any information generated by the school in course of business "necessary to satisfy the legal, administrative, fiscal, **tribal cultural** or historical policies, requirements or needs of the state agency or political subdivision." (ORS 192.005 (5) as amended by House Bill 2112 (2023)) Other changes made in ORS 192, specifically 192.050 include updating terminology to how terms are used in today's public operations, e.g., analog or digital audio and video tape technology changing to ***audio or video technology*** or ***audio recording and video recording***. Additionally, in ORS 192.060, any records made under ORS 192.040 and 192.050 "shall be properly indexed and **filed so as to facilitate access and retrieval**." (ORS 192.060 as amended by House Bill 2112 (2023)) There are no policy changes resulting from this bill.

However, there are some other implications on appropriate administrative regulation (AR) language which are discussed herein under 'district' below.

Collective Bargaining Impact

None

Local District Responsibility

Review the district's written procedures related to submitting public records requests. If there are separate written procedures made available which name the person or persons, and their address(es), for submitting public records requests, no modifications may be necessary. If the school operates under KBA-AR – Public Records Request, and if the AR does not name the person or persons to which a public records request should be submitted, make the addition using recommended bracketed language included herein and issue a revised AR for implementation and submit to the board for review.

Policy(ies) and ARs Impacted by these Revisions

KBA-AR – Public Records Request, Highly Recommended

ABOUT *POLICY UPDATE*

Policy Update is a subscription newsletter providing a brief discussion of current policy issues of concern to Oregon school districts, education service districts, community colleges, and public charter schools.

Sample model policies reflecting these issues and changes in state and federal law, if applicable, are part of this newsletter. These samples are offered as a starting point for drafting local policy and may be modified to meet particular local needs. They do not replace district legal counsel advice.

To make the best use of *Policy Update*, we suggest you discuss the various issues it presents and use the sample model policies to determine which policies your district should develop or revise, get ideas for what a policy should contain, and as a starting point for editing, modifying and discussing your district's policy position.

If you have questions about *Policy Update*, sample policies or policy in general, call OSBA Policy Services, 800-578-6722 or 503-588-2800.

TRY OUR ONLINE POLICY DEMO

OSBA's online policy service has a demo site for districts interested in a public online policy manual. This service saves time, resources and reams of paper. With one centrally located policy manual updated electronically, you have instant access to current district policies.

Go to policy.osba.org and select "Policy Online Demo." The online manual includes a subscription to *Policy Update* and policy manual maintenance service to help keep policies current.

OSBA offers several options. Contact Policy Services to determine the best option for you, 800-578-6722 or 503-588-2800.

OSBA Model Sample Policy

Code: AC
Adopted:

Nondiscrimination

The district prohibits discrimination and harassment on any basis protected by law, including but not limited to, an individual's perceived or actual race[1], color, religion, sex, sexual orientation, gender identity, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, or veterans' status, or because of the perceived or actual race, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, or veterans' status of any other persons with whom the individual associates.

The district prohibits discrimination and harassment in, but not limited to, employment, assignment and promotion of personnel; educational opportunities and services offered students; student assignment to schools and classes; student discipline; location and use of facilities; educational offerings and materials; and accommodating the public at public meetings.

The Board encourages staff to improve human relations within the schools, to respect all individuals and to establish channels through which patrons can communicate their concerns to the administration and the Board.

[The Board designates the [insert position title(s)] as the district's civil rights coordinator.] [The Board directs the superintendent to designate the district's civil rights coordinator and make contact information available to staff, students and parents.{[2]}]

The superintendent shall appoint individuals at the district to contact on issues concerning the Americans with Disabilities Act and Americans with Disabilities Act Amendments Act (ADA), Section 504 of the Rehabilitation Act, Titles VI and VII of the Civil Rights Act, Title IX of the Education Amendments , and other civil rights or discrimination issues, and notify students, parents, and staff with their names, office addresses, and phone numbers. The district will publish complaint procedures providing for prompt and equitable resolution of complaints from students, employees and the public, and such procedures will be available at the district's administrative office and available on the home page of the district's website.

The district prohibits retaliation and discrimination against an individual who has opposed any discrimination act or practice; because that person has filed a charge, testified, assisted or participated in an investigation, proceeding or hearing; and further prohibits anyone from coercing, intimidating, threatening or interfering with an individual for exercising any rights guaranteed under state and federal law.

END OF POLICY

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[1] Includes discriminatory use of a Native American mascot pursuant to OAR 581-021-0047. Race also includes physical characteristics that are historically associated with race, including but not limited to natural hair, hair texture, hair type and protective hairstyles as defined by ORS 659A.001 (as amended by House Bill 2935 (2021)).

[2] {For additional information regarding civil rights coordinators and their responsibilities, see ORS 332.505(2).}

Legal Reference(s):

ORS 174.100
ORS 192.630
ORS 326.051(1)(e)
ORS 332.505
ORS 408.230
ORS 659.805
ORS 659.815
ORS 659.850 - 659.860
ORS 659.865
ORS 659A.001
ORS 659A.003
ORS 659A.006
ORS 659A.009
ORS 659A.029
ORS 659A.030
ORS 659A.040
ORS 659A.103 - 659A.145
ORS 659A.230 - 659A.233
ORS 659A.236
ORS 659A.309
ORS 659A.321
ORS 659A.409
OAR 581-002-0001 – 002-0005
OAR 581-021-0045
OAR 581-021-0046
OAR 581-021-0047
OAR 581-022-2310
OAR 581-022-2370
OAR 839-003

Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (2018).
Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621-633 (2018); 29 C.F.R Part 1626 (2019).
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12112 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).
Equal Pay Act of 1963, 29 U.S.C. § 206(d) (2018).
Rehabilitation Act of 1973, 29 U.S.C. §§ 791, 793-794 (2018); 34 C.F.R. Part 104 (2019).
Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683, 1701, 1703-1705, 1720 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).
Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018); 28 C.F.R. §§ 42.101-42.106 (2019).
Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018); 29 C.F.R. § 1601 (2019).
Wygant v. Jackson Bd. of Educ., 476 U.S. 267 (1989).
Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212 (2018).
Genetic Information Nondiscrimination Act of 2008, 42 U.S.C. § 2000ff-1 (2018); 29 C.F.R. Part 1635 (2019).
~~House Bill 2935 (2021).~~
~~House Bill 3041 (2021).~~

Code: CBC
Adopted:

Superintendent's Contract

{Optional policy. Contract provisions come from a variety of sources, including ORS 332.505, 342.549, 342.815.}

The superintendent, upon appointment by the Board, will receive a written contract which will state the terms of employment such as compensation, benefits and other conditions. The Board may not issue a contract that includes terms which direct the superintendent[1] to take any action that conflicts with a local, state or federal law[2] that applies to the district[3], or which allows the Board to take an adverse employment action against the superintendent for complying with such laws. Contracts shall not be issued for more than three years in duration. The contract shall automatically expire at the end of its term. The Board may elect to issue a subsequent contract at any time for up to three years.

The compensation and benefits for the position of superintendent will be fixed by the Board and based upon the responsibilities required of the superintendent in performing their duties. The Board may not enter into an employment contract that contains provisions that expressly obligate the district to compensate the superintendent for work that is not performed.

Provisions for termination of the superintendent's employment, either by the Board or the superintendent, will also be set forth in the superintendent's employment contract. The employment contract, if it includes a mutually agreed to termination-without-cause provision by the Board, will include a 12-month notice of termination for such provision.

[The district may provide health benefits for a superintendent that is no longer employed by the district until the superintendent:

1. Reaches 65 years of age; or

2. Finds new employment that provides health benefits.]

For a period of one year after termination of the contract, the superintendent may not:

1. Purchase property or surplus property owned by the district or public charter school; or

2. Use property owned by the district or public charter school in a manner other than the manner permitted for the general public.

END OF POLICY

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[1] The term "superintendent" includes an interim superintendent.

[2] "Local, state or federal law" means a local, state or federal directive having the force of law, including an ordinance, a city or county resolution, a statute, a court decision, an administrative rule or regulation, an order issued in compliance with ORS Chapter 183, an executive order or any other directive, declaration or statement that is issued in compliance with the law as having the force of law and that is issued by a local government as defined in ORS 174.116, the state government as defined in ORS 174.111 or the federal government.

~~[3] Also includes taking any action that conflicts with law that applies to education services districts.~~

Legal Reference(s):

ORS 332.432
ORS 332.505
ORS 342.549
ORS 342.815
OAR 584-005-0005(51)

OSBA Model Sample Policy

Code: CBG
Adopted:

Evaluation of the Superintendent

{Required policy. OAR 581-022-2405 requires districts to "adopt and implement personnel policies which address…evaluation procedures." **Review the superintendent contract** before adopting **to ensure there is no conflicting language**; modify policy as needed.}

The Board will formally evaluate the superintendent's job performance [at least once each year]. The evaluation will be based on the superintendent's~~administrative~~ job description, any applicable standards of performance, Board policy and progress in attaining any goals for the year established by the superintendent and/or the Board.

Additional criteria for the evaluation, if any, will be developed at a public board meeting prior to conducting the evaluation. The superintendent will be notified of the additional criteria prior to the evaluation.

The Board's discussion and conferences with and about the superintendent and their performance will be conducted in an executive session, unless the superintendent requests a session open to the public. Such an executive session will not include a general evaluation of any district goal, objective or operation. Results of the evaluation will be written and placed in the superintendent's personnel file.

At the Board's discretion, it may notify the superintendent in writing of specific areas to be remedied, and the superintendent may be given an opportunity to correct the problem(s). Where the Board provided written notice pursuant to the prior sentence, if the Board determines the superintendent's performance remains unsatisfactory, the Board may dismiss or non-renew the superintendent pursuant to Board policy, the superintendent's employment contract and state law and rules. In those situations where the superintendent's employment contract includes an evaluation, dismissal or non-renewal provision, it shall take precedent over this policy.

END OF POLICY

Legal Reference(s):

ORS 192.660(2), (8)
ORS 332.107
ORS 332.505
~~ORS 342.513~~
~~ORS 342.815~~
OAR 581-022-2405

Hanson v. Culver Sch. Dist. (FDAB 1975).

OSBA Model Sample Policy

Code: CCG
Adopted:

Evaluation of Administrators

{Required Policy. OAR 581-022-2405 requires districts to "adopt and implement personnel policies which address…evaluation procedures." Review any employment contracts before adopting to ensure there is no conflicting language. Many of the legal requirements in this policy apply only to those who meet the definition of administrator in ORS 342.815, but the district may have administrators that do not meet that definition (e.g., business manager, transportation supervisor).}

The superintendent will implement and supervise an evaluation system for administrators. The purpose of administrator evaluations is to assist an administrator with developing and strengthening professional abilities, to improve the instructional program and management of the school system, and for supervisors to make recommendations regarding their employment and/or salary status.

[Evaluation and support systems established by the district must evaluate administrators on a regular cycle.] [A formal evaluation will be conducted [regularly] [at least once each year].]

The evaluation shall be conducted according to the following guidelines:

1. Evaluative criteria for each position will be in written form and made available to the administrator;

2. Evaluations will be made by the superintendent and/or a qualified, licensed designee;

3. Evaluations will be in writing and discussed with the administrator by the person who conducts the evaluation; and

4. The administrator being evaluated will have the right to attach a memorandum to the written evaluation, and have the right of appeal through established grievance procedures, if applicable.

An administrator's evaluation shall use the following educational leadership-administrator standards[1] adopted by the State Board of Education.

1. Visionary leadership;

2. Instructional improvement;

3. Effective management;

4. Inclusive practice;

5. Ethical leadership; and

6. Socio-political context.

[1] These standards are aligned with the Interstate School Leaders Licensure Consortium (ISLLC) and the Educational Leadership Constituents Council (ELCC) standards for Education Leadership.

Administrator evaluations shall be based on the core administrator standards adopted by the Oregon State Board of Education. The standards shall be customized based on collaborative efforts with the administrators and any exclusive bargaining representative of the administration.

Local evaluation and support systems established by the district for administrators must be designed to meet or exceed the requirements defined in the Oregon Framework for Teacher and Administrator Evaluation and Support Systems, including:

1. Four performance level ratings of effectiveness;

2. Consideration of multiple measures of administrator practice and responsibility which may include, but are not limited to:

    a. Classroom-based assessments including observations, lesson plans and assignments;
    b. Portfolios of evidence;
    c. Supervisor reports; and
    d. Self-reflections and assessments.

3. Consideration of evidence of student academic growth and learning based on multiple measures of student progress including performance data of students, schools and districts that is both formative and summative. Evidence may also include other indicators of student success;

4. A summative evaluation method for considering multiple measures of professional practice, professional responsibilities, and student learning and growth to determine the administrator's professional growth path;

5. Customized by the district, which may include individualized weighting and application of the standards.

An evaluation using the administrator standards must attempt to:

1. Strengthen the knowledge, skills, disposition and administrative practices of the administrator;

2. Refine the support, assistance and professional growth opportunities offered to the administrator, based on the individual needs of the administrator and the needs of the students, the school and the district;

3. Allow the administrator to establish a set of administrative practices and student learning objectives that are based on the individual circumstances of the administrator, including other assignments of the administrator;

4. Establish a formative growth process for each administrator that supports professional learning and collaboration with other teachers and administrators;

5. Use evaluation methods and professional development, support and other activities that are based on curricular standards and are targeted to the needs of the administrator; and

6. Address ways to help all educators strengthen their culturally responsive practices.

The superintendent shall regularly report to the Board on the implementation of the evaluation and support systems and educator effectiveness.

END OF POLICY

Legal Reference(s):

ORS 192.660(2),(8)
ORS 332.505
ORS 342.120
ORS 342.815
ORS 342.850
ORS 342.856
OAR 581-022-2405
OAR 581-022-2410
OAR 581-022-2420

Hanson v. Culver Sch. Dist. (FDAB 1975).

Lincoln County School District

Code: **DJA**
Adopted: 1/14/14
Revised/Readopted: 1/11/22
Orig. Code(s): DJA

Proposed Updates on pages 3+5 only. 1st Read in August. (KJ)

District Procurement

1. **Contract Review Board**

   Pursuant to ORS 279A.060, the Board of the Lincoln County School District (the "Board") designates the Board as the Local Contract Review Board for the Lincoln County School District. The Board shall have all of the powers granted for contracts concerning the Lincoln County School District (the "district").

   a. The Board, acting as the Local Contract Review Board, may enact a resolution that authorizes the district to designate a public improvement as a community benefit contract per the requirements included in ORS 279C.300 to 279C.470.

2. **Pursuant to ORS 279A.065(5)(a), the model rules adopted by the Attorney General under ORS 279A.065 do not apply to the district, except where specifically noted**. Articles I through XV are adopted pursuant to the authority granted to the Board by ORS 279A.065 and ORS 279A.070 for thepurpose of establishing standard procedures for awarding and entering into contract by the district. This resolution and its provisions, as may later be amended, shall constitute the means of carrying out the powers and duties of the Board under ORS Chapters 279A, 279B and 279C.

3. **Definitions**

   a. "Affected person" or "affected offeror" means a person whose ability to participate in a procurement is adversely affected by a decision of the district.
   b. "Competitive bidding" means the solicitation by the Board or public contracting officer of competitive offers which follow the formal process for advertising, bid and bid opening required of districts by Title 30 of the ORS and ORS Chapters 279A, 279B and 279C (and this policy).
   c. "Competitive quotes" means the solicitation of offers from competing vendors or providers of services. The solicitation may be made by advertisement or a request to vendors to make an offer. The solicitation and the offer may be in writing or oral.
   d. "Competitive range" means the proposers with whom the district will conduct discussions or negotiations if the contracting agency intends to conduct discussions or negotiations pursuant to ORS 279B.060 or ORS 279C.410.
   e. "Contract review authority" means the Board or the public contracting officer.
   f. "Goods and services" has the meaning set out in ORS 279B.005.
   g. "Offer" means a written offer to provide goods or services in response to a solicitation document.
   h. "Offeror" means a person who submits an offer.
   i. "Project" means the specific task or undertaking of constructing, reconstructing, renovating, maintaining or repairing real property and/or improvements thereon, which is customarily contracted or subcontracted as a single task or undertaking.
   j. "Public contracting officer" means the superintendent or designee and shall have general supervision of all public contracts for the district.

k. "Public contract" means a sale or other disposal, or a purchase, lease, rental or other acquisition by the district of personal property, services, including personal services, public improvements, public works, minor alterations or ordinary repair or maintenance necessary to preserve a public improvement. "Public contract" does not include grants.

l. "Public improvement" means a project for construction, reconstruction or major renovation on real property by or for the district. "Public improvement" does not include:

(1) Projects for which no funds of a contracting agency are directly or indirectly used, except for participation that is incidental or related primarily to project design or inspection; or

(2) Emergency work, minor alteration, ordinary repair or maintenance necessary to preserve a public improvement.

m. "Public improvement contract" means a public contract for a public improvement. "Public improvement contract" does not include a public contract for emergency work, minor alterations, or ordinary repair or maintenance necessary to preserve a public improvement.

n. "Solicitation document" means an Invitation to Bid, Request for Proposals, Request for Quotes or other similar document issued to invite offers from prospective contractors pursuant to ORS Chapter 279B or 279C. The following are not solicitation documents unless they invite offers from prospective contractors: a Request for Qualifications, a prequalification of bidders, a request for information or a request for product prequalification. A project-specific selection document under a price agreement that has resulted from a previous solicitation document is not itself a solicitation document.

o. "Writing" means letters, characters and symbols inscribed on paper by hand, print, type or other method of impression, intended to represent or convey particular ideas or meanings. "Writing," when required or permitted by law, or required or permitted in a solicitation document, also means letters, characters and symbols made in electronic form and intended to represent or convey particular ideas or meanings.

p. "Written" means existing in writing.

4. **Competitive Bids; Exemptions**

All Public Contracts shall be based upon formal competitive bids except:

a. Contracts made with other public agencies or the federal government.

b. Contracts which are for personal services. Prior to awarding a personal service contract the Board, the public contracting officer, or an agent of the Board or public contracting officer shall review the qualifications of the persons seeking to perform personal services to determine whether such persons are qualified and able to provide the services desired by the Board or the public contracting officer.

(1) The following are personal service contracts:

(a) Contracts for services performed as an independent contractor in a professional capacity, including but not limited to the services of an accountant; attorney; architectural or land use planning consultant; physician or dentist; registered professional engineer; appraiser or surveyor; passenger aircraft pilot; aerial photographer; timber cruiser; or broadcaster.

(b) Contracts for services as an artist in the performing or fine arts, including but not limited to photographer, film maker, painter, weaver, sculptor.
(c) Contracts for services of a specialized, creative and research oriented, noncommercial nature.
(d) Contract for services as a consultant.
(e) Contracts for educational and human custodial care services.

(2) The following are not personal service contracts:
(a) Contracts, even though in a professional capacity, if predominately for a product, e.g., a contract with a landscape architect to design a garden is for personal services, but a contract to design a garden and supply all shrubs and trees is predominately for a tangible product.
(b) A contract to supply labor which is of a type that can generally be done by any competent worker, e.g., janitorial, security guard, laundry, and landscape maintenance service contract.
(c) Contracts for trade-related activities considered to be labor and material contracts.
(d) Contracts for services of a trade-related activity, even though a specific license is required to engage in the activity. Examples are repair and/or maintenance of all types of equipment or structures.

c. Public contracts for the purchase of goods and services if the public contracting officer has determined that the awarding of the contract without formal competitive bidding will result in cost savings.

$25,000

(1) When the amount of the contract does not exceed ~~$10,000~~ the contract may be awarded without competitive bidding. $25,000 $250,000
(2) When the amount of the contract is more than ~~$10,000~~ but less than ~~$150,000~~, the public contracting officer must obtain a minimum of three competitive quotes. The public contracting officer shall keep a written record of the source and amount of the quotes received. If three quotes are not available, a lesser number will suffice provided that a written record is made of the effort to obtain the quotes.

d. Public improvement contracts, if the public contracting officer has determined that the awarding of the contract without competitive bidding will result in cost savings:

$25,000

(1) When the amount of the contract does not exceed ~~$10,000~~ the contract may be awarded without competitive bidding. $25,000
(2) When the amount of the contract is more than ~~$10,000~~ but less than $100,000 the public contracting officer must obtain a minimum of three competitive quotes.
(a) The public contracting officer shall keep a written record of the source and amount of the quotes received. If three quotes are not available, a lesser number will suffice provided that a written record is made of the effort to obtain the quotes.
(b) The public contracting officer shall award the contract to the prospective contractor whose quote will best serve the interests of the contracting agency, taking into account price as well as any other applicable factors such as, but not

limited to, experience, specific expertise, availability, project understanding, contractor capacity and responsibility. If an award is not made to the prospective contractor offering the lowest price quote, the contracting agency shall make a written record of the basis for award.

e. Contracts for the purchase of goods or services if the rate or price for the goods or services being purchased is established by federal, state or local regulatory authority.
f. Contracts for the purchase of copyrighted materials if there is only one supplier available for such goods.
g. Contracts for the sale or purchase of advertising, including that intended for the purpose of giving public notice.
h. Contracts for the purpose of investment of public funds or the borrowing of funds.
i. When the price of goods and services had been established by a requirements contract pursuant to this section, the public contracting officer may purchase the goods and services from the supplier without subsequent competitive bidding.

(1) The public contracting officer or Board, as applicable, may enter into requirements contracts (also known as a blanket purchase order or price agreement) whereby it is agreed to purchase requirements or an anticipated need at a predetermined price providing the following conditions are complied with:

(a) The contract must be let by competitive bidding pursuant to the requirements of this policy.
(b) The term of the contract, including renewals, does not exceed three years.
(c) The contract is subject to no less than 30 days cancellation by the supplier or district.

j. The public contracting officer may purchase goods or services available from only one source without competitive bidding:

(1) Upon a written determination:

(a) That the efficient utilization of existing goods requires the acquisition of compatible goods or services;
(b) That the goods or services required for the exchange of software or data with other public or private agencies are available from only one source;
(c) That the goods or services are for use in a pilot or an experimental project; or
(d) Other findings that support the conclusion that the goods or services are available from only one source.

(2) To the extent reasonably practical, the public contracting officer shall negotiate with the sole source to obtain contract terms advantageous to the district.

k. Any contract amendment, including change orders, extra work, field orders, or other change in the original specifications which changes the original contract price or alters the work to be performed, may be made with the contract or subject to the following conditions:

(1) The original contract was let by competitive bidding, unit prices or bid alternates were provided that established the cost for additional work, and a binding obligation exists on the parties covering the terms and conditions of the additional work; or

(2) The amount of the aggregate cost increase resulting from all amendments shall not exceed 10 percent of the initial contract, or 20 percent of the initial contract when the initial contract is for a face amount not exceeding $100,000. Amendments made pursuant to section 12 (a) of this Article are not included in computing the aggregate amount.

l. Contracts for the purchase of services, equipment or supplies for the maintenance, repair or conversion of existing equipment are exempt if required for the efficient utilization of the equipment. If practicable, competitive quotes shall be obtained.

m. Contracts for equipment repair or overhaul may be let without formal competitive bidding, subject to the following conditions:

(1) Service and/or parts required are unknown, and the cost cannot be determined without extensive preliminary dismantling or testing;

(2) Service and/or parts required are for sophisticated equipment for which specially trained personnel are required, and such personnel are available from only one source; or

(3) If the contract exceeds ~~$10,000~~ $25,000, the public contracting officer shall document in its procurement file the reasons why competitive bids or quotes were deemed to be impractical.

n. Personal property may be disposed of without competitive bidding under any of the following conditions:

(1) There are specific statutory procedures for the sale of the type of property involved, and the property is disposed of according to those procedures;

(2) The property has a current market value of less than ~~$10,000~~ $25,000; or

(3) Except as provided in section (4) below, if the current market value of the property exceeds ~~$10,000~~ $25,000, the property must be offered for competitive written bid and be advertised in accordance with ORS 279B.055, or be offered for sale at public auction. If no bids are received or if a determination is made that the market value of the property exceeds the offer of the highest responsible bidder, all bids may be rejected, and the public contracting officer may negotiate a sale directly; or

(4) If the current market value of the property exceeds ~~$10,000~~ $25,000 and the Public Contracting Officer has made a recommendation to the Board, based on findings consistent with sound public contracting practices, and the Board approves such recommendation and adopts said findings, the superintendent or designee may negotiate the sale directly.

o. Cooperative procurements pursuant to ORS 279A.200 to ORS 279A.225.

5. **Exemptions for Additional Contracts**

a. For contracts other than public improvement contracts, the Board or the public contracting officer may request that the Local Contract Review Board exempt particular goods and services or particular classes of goods and services from competitive bidding. The request

shall be in writing, and shall set forth the proposed contracting procedure, the goods or services or the class of goods or services to be acquired through the special procurement and the circumstances that justify the use of a special procurement under the standards set forth.

b. The Board may approve the special procurement if it finds that the written request demonstrates that the use of a special procurement as described in the request, or an alternative procedure prescribed by the director or board, will:

    (1) Be unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts; and
    (2) Either:

        (a) Result in substantial cost savings to the contracting agency or to the public; or
        (b) Otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with requirements that are applicable for competitive sealed bids under ORS 279B.055, competitive sealed proposals under ORS 279B.060, small procurements under ORS 279B.065 or intermediate procurements under 279B.070 or under any rules adopted thereunder.

c. Notice of the contracting procedure proposed under section 5.a. and shall be published at least once in at least one newspaper of general circulation in the area where the contract is to be performed, or published electronically instead of in a newspaper of general circulation if the Board determines that electronically providing public notice of bids or proposals is likely to be cost-effective.

d. For public improvement contracts the Board may exempt contracts from competitive bidding as provided in ORS 279C.335.

e. The Board may designate goods, services, or classes of goods or services as sole source procurements and authorize the award of contracts regarding such goods, services, or classes of goods or services without competition for any or all of the following reasons:

    (1) That the efficient utilization of existing goods requires the acquisition of compatible goods or services;
    (2) That the goods or services required for the exchange of software or data with other public or private agencies are available from only one source;
    (3) That the goods or services are for use in a pilot or an experimental project;
    (4) There is an emergency condition which makes solicitation of or procurement from additional sources impractical;
    (5) There is only one source that meets the quality or specifications required of the goods or services;
    (6) Sole source procurement will result in substantial cost savings to the district; or
    (7) Other findings that support the conclusion that the goods or services are available from only one source.

6. **Emergency Contracts**

A contract may also be exempted from competitive bidding if the Board determines that emergency conditions require prompt execution of the contract. A determination of such an emergency shall be

entered into the record of the meeting at which the determination is made along with a description of the procurement method to be used in selecting a contractor.

7. **Brand Name Specification in Contracts**

a. Specifications for contracts shall not require any product by any brand name or make, nor the product of any particular manufacturer or seller, unless the product is exempt from this requirement under the provisions of items 8., 9. and 10 below.

b. If there is no other practical method of specification, public contracting agencies may designate a particular brand, make or product "or equal."

8. **Emergency Specifications**

a. The Board or the public contracting officer may specify the use of products of a particular brand or make in a contract when the Board has determined that emergency conditions exist pursuant to item 6. and the Board or the public contracting officer determines that such specifications are necessary to ensure prompt execution of the contract.

(1) The public contracting officer will prepare for Board review a single source qualification document outlining the emergency, cost of material, equipment, supplies and the vendor, and/or contractor purchased or contracted.

9. **Product Prequalification**

a. The Board or the public contracting officer may, for purchases of goods and services, prepare a list of approved products by reference to particular manufacturers or sellers may be specified in accordance with the following product prequalification procedure:

(1) Reasonable efforts shall be made to notify all known manufacturers or vendors of competitive products of the intention to accept applications for inclusion in the list of prequalified products. Notice shall be published at least once in at least one newspaper of general circulation in the area where the contract is to be performed. Notification shall include advertisement in a trade journal of statewide distribution when possible. The Board or the public contracting officer may authorize public notice of bids or proposals to be published electronically instead of in a newspaper of general circulation if the Board or the public contracting officer determines that electronically providing public notice of bids or proposals is likely to be cost-effective.

(2) Applications for prequalification of similar products are permitted up to 15 days prior to advertisement for bids on the product.

(3) The merits of an application for inclusion shall be determined through tests and/or examinations. The Board or the public contracting officer may make the test or examination results public in such a manner that protects the identity of the potential contractor, seller or supplier that offered the goods for testing or examination, including by using only numerical designations, and may keep confidential trade secrets, test data and similar information provided by a potential contractor, seller or supplier if so requested in writing by the potential contractor, seller or supplier.

(4) If an application for inclusion in a list of prequalified products is denied, or an existing prequalification revoked, the applicant shall be notified in writing. The applicant may, within three days after receipt of the notice, appeal the denial or revocation to the Board.

10. **Request for Proposal**

The Board or public contracting officer may, at their discretion, use request-for-proposal competitive procurement methods subject to the following conditions:

a. Contractual requirements are stated clearly in the solicitation document.
b. Evaluation criteria to be applied in awarding the contract and the role of an evaluation committee are stated clearly in the solicitation document.
c. Criteria used to identify the proposal that best meets the public contracting needs may include, but are not limited to, cost, quality, service, compatibility, product reliability, operating efficiency and expansion potential.
d. Solicitation clearly states all complaint processes and remedies available.
e. Solicitation document states the provisions made for vendors to comment on any specifications, which they feel, limit competition.

11. **Bidder Disqualification**

a. The public contracting officer may disqualify any person as a bidder on a contract if:

(1) The person does not have sufficient financial ability to perform the contract. Evidence that the person can acquire a surety bond in the amount and type required shall be sufficient to establish financial ability. If no performance bond is required, the public contracting officer may require such information, as he deems necessary to determine the bidder's financial ability;
(2) The person does not have equipment available to perform the contract;
(3) The person does not have personnel or sufficient experience to perform the contract; or
(4) The person has repeatedly breached contractual obligations to public and private contracting agencies.

b. If the public contracting officer does not qualify the bidder, he shall notify the bidder in writing and state therein the reasons for disqualification.
c. A bidder may appeal a notice of disqualification to the Board. The appeal must be filed with the public contracting officer in writing. The person appealing disqualification under subsections(1) through(4) above must notify the public contracting officer within three days after receipt of the notice referred to above of the person's intent to appeal. The notice of intent to appeal need not be in any particular form so long as it is in writing addressed to the public contracting officer and received within three business days after the contractor or bidder has received notice of Board disqualification.
d. Upon receipt of the notice of appeal, the public contracting officer shall forward to the Board the notice of disqualification and the record of investigation by the public contracting officer upon which the public contracting officer based its disqualification, together with the notice of appeal. The burden of sustaining the disqualification is upon the public contracting officer. For purpose of appeals, three members of the Board shall constitute a quorum. Meetings for

appeal purposed may be held on five days' notice to members. At any time prior to the meeting of the Board, a public contracting agency may reconsider its revocation or disqualification.

12. **Bid Rejection**

The public contracting officer or Board may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject all bids if it is in the public interest. The public contracting officer or Board may withdraw any solicitation for good cause when it is in the public interest to do so. The reasons for cancellation shall be kept as a public record.

13. **Retainage on Public Contracts**

a. The approved securities which shall be acceptable in lieu of retainage fees are as follows:

(1) Bills, certificates, notes or bonds of the United States;
(2) Other obligations of the United States or its agencies;
(3) Obligations of any corporation wholly owned by the federal government;
(4) Indebtedness of the Federal National Mortgage Association;
(5) General obligation bonds of the state of Oregon or any political subdivision thereof;
(6) Time certificates of deposit or savings account passbooks issued by a commercial bank, savings and loan association or mutual savings bank duly authorized to do business in Oregon;
(7) Corporate bonds rated "A" or better by a recognized rating service.

b. Deposits in lieu of retainage fees on public contracts shall be allowed as follows:

(1) If a contractor elects to deposit securities with a bank or trust company in lieu of retainage on public contracts, the securities shall be held by the custodian in fully transferable form and under the control of the public contracting officer.
(2) Nonnegotiable securities so deposited shall have proper instruments attached to enable the public contracting officer to effect transfer of title should the contractor be unable to fulfill the contract obligations.
(3) The custodian bank or trust company shall issue a safekeeping receipt for the securities to the public contracting officer. The receipt shall describe the securities, the par value, the name of the contractor and project number or other proper identification.
(4) Unless otherwise mutually agreed, the value placed upon said securities shall be market value.
(5) Securities deposited in the manner described above shall be released by the bank or trust company only upon the written instructions and authorization of the public contracting officer.
(6) in lieu of the above, an escrow agreement mutually acceptable to the contractor and the public contracting officer and the bank or trust company may be used.

14. **Award of Contracts**

The Board or public contracting officer shall award contracts to the lowest bidder except in any of the following circumstances:

a. The bidder has failed to substantially comply with either the specifications or any statutory requirements relating to the public contracting.
b. The bidder is disqualified by the Board or public contracting officer pursuant to item 12. of this board policy.
c. All Bids are rejected to further the public interest.

15. **Protests and Review**

a. An affected person may protest the approval of a special procurement. Before seeking judicial review of the approval of a special procurement, an affected person must file a written protest with the Board and exhaust all administrative remedies.

(1) The protest must be delivered to the Board within seven days after the first date of public notice of the approval of a special procurement, unless a different protest period is provided in the public notice of the approval of a special procurement.
(2) The written protest must include:

(a) A detailed statement of the legal and factual grounds for the protest;
(b) A description of the resulting harm to the affected person, and
(c) The relief requested.

(3) The Contract Review Authority shall not consider an affected person's protest of the approval of a special procurement submitted after the timeline established for submitting such protests under this rule. The Contract Review Authority shall issue a written disposition of the protest in a timely manner. If the Contract Review Authority upholds the protest, in whole or in part, it may in its sole discretion implement the sustained protest in the approval of the special procurement, or revoke the approval of the special procurement.

b. Protests of determinations by the Board that goods and services or classes of goods and services are sole-source procurements under item 5.e. of these rules shall be made to the Board within 30 days of the date of the board's determination. The protest must be in writing and must include a detailed statement of the factual and legal grounds of the protest, a description of the resulting harm to the petitioner, and a statement of relief requested. The Board shall issue a written disposition of the protest in a timely manner and make all appropriate dispositions as necessary.
c. Protests of multi-Tiered and multistep solicitations (as defined in the Oregon Public Contracting Code) shall be made in the following manner:

(1) An affected offeror may protest exclusion from the competitive range or from subsequent tiers or steps of a solicitation in accordance with this rule, except where modified by the applicable solicitation document. An affected offeror must file a written

protest with the Board and exhaust all administrative remedies before seeking judicial review.

(2) An affected offeror may protest the offeror's exclusion from a tier or step of competition only if:

(a) The offeror is responsible and submitted a responsive offer; and

(b) But for a mistake by the district in evaluating the offeror's or other offerors' offers, the protesting offeror would have been eligible to participate in the next tier or step of competition. (For example, the protesting offeror must claim it is eligible for inclusion in the competitive range if all ineligible higher-scoring offerors are removed from consideration, and that those ineligible offerors are ineligible for inclusion in the competitive range because: their proposals were not responsive, or the district committed a substantial violation of a provision in the solicitation document or of an applicable procurement statute or administrative rule, and the protesting offeror was unfairly evaluated and would have, but for such substantial violation, been included in the competitive range.)

(3) Unless otherwise specified in the solicitation document, an affected offeror must deliver a written protest to the Board within seven days after issuance of the notice of the competitive range or notice of subsequent tiers or steps.

(4) The affected offeror's protest shall be in writing and must specify the grounds upon which the protest is based.

(5) The Contract Review Authority shall not consider an affected offeror's multi-tiered or multistep solicitation protest submitted after the timeline established for submitting such protest under this rule, or such different time period as may be provided in the solicitation document.

(6) The Contract Review Authority shall issue a written disposition of the protest in a timely manner. If the Contract Review Authority upholds the protest, in whole or in part, the Contract Review Authority may in its sole discretion either issue an addendum reflecting its disposition or cancel the procurement or solicitation.

d. A prospective offeror may protest the procurement process or the solicitation document for a contract solicited under ORS 279B.055, 279B.060 and 279B.085 as set forth in ORS 279B.405(2). Unless otherwise specified in the solicitation document, a prospective offeror must deliver a written protest to the Board not less than 10 days prior to closing.

(1) In addition to the information required by ORS 279B.405(4), a prospective offeror's written protest shall include a statement of the desired changes to the procurement process or the solicitation documents that the prospective offeror believes will remedy the conditions upon which the protesting person offered the protest.

(2) No protest shall be considered unless it has been timely filed and meets the conditions set forth in ORS 279B.405(4). The Contract Review Authority shall issue a written disposition of the protest in accordance with the timeline set forth in ORS 279B.405(6). If the Contract Review Authority upholds the protest, in whole or in part, the Contract Review Authority may in its sole discretion either issue an addendum reflecting its disposition or cancel the procurement or solicitation.

(3) If the Board receives a protest from a prospective offeror in accordance with this rule the Contract Review Authority may extend the date of closing if the Board or designee determines an extension is necessary to consider and respond to the protest.
(4) Prior to the deadline for submitting a protest a prospective offeror may request that the Board clarify any provision of the solicitation document. Any clarification issued by the Contract Review Authority to an offeror, whether orally or in writing, does not change the solicitation document and is not binding on the district unless the district amends the solicitation document by addendum. Unless otherwise provided in the solicitation documents the submission of a request for clarification shall not affect the deadline for submitting a protest under this rule.

e. Protests pursuant to ORS 279B.410 shall be in writing and must be filed with the Board within seven days after the award of a contract, or issuance of the notice of intent to award the contract, whichever occurs first.

(1) The written protest shall specify the grounds of the protest to be considered by the Board.
(2) The Contract Review Authority shall issue a written disposition of the protest in a timely manner. If the Contract Review Board upholds the protest, in whole or in part, the Contract Review Authority may in its sole discretion either award the contract to the successful protestor or cancel the procurement or solicitation.

f. An affected person may protest a decision to exclude a product from a qualified products list in accordance with the procedure provided in item 9. An affected person must file a written protest and exhaust all administrative remedies before seeking judicial review of the qualified products list decision.

g. An affected person may protest a solicitation for a public improvement contract by filing a written protest with the Board not less than 10 days prior to closing.

(1) The written protest must be marked "Contract Provision Protest" and must reference the solicitation document number or other identification as specified in the solicitation document.
(2) The written protest shall include a detailed statement of the legal and factual grounds for the protest; a description of the resulting prejudice to the protesting person; and a statement of the desired changes to the contract terms and conditions, including any specifications.
(3) The Contract Review Authority shall provide notice to the applicable person if it entirely rejects a protest. If the Contract Review Authority agrees with the person's request or protest, in whole or in part, the Contract Review Authority shall either issue an addendum reflecting the determination or cancel the solicitation.

h. An adversely affected person may protest an award by the district of a Public Improvement Contract. The protest must be made within seven days of the date that the district sends by first class mail or otherwise issues a written Notice of Intent to Award to the adversely affected person, or within such other protest period as is provided under the solicitation document. If no other protest period is provided under the solicitation document and Notice of Intent to Award is issued to the adversely affected person the protest must be made within 14 days of the date of the contract award. An adversely affected person must exhaust all avenues of

administrative review and relief before seeking judicial review of the district's contractor selection or contract award decision.

(1) A person is adversely affected under this section only if the person is eligible for award of the contract as the responsible bidder submitting the lowest responsive Bid or the Responsible Proposer submitting the best Responsive Proposal and is next in line for award, i.e., the protesting person must claim that all lower bidders or higher-scored proposers are ineligible for award because:

(a) Their offers were nonresponsive; or
(b) The district committed a substantial violation of a provision in the solicitation document or of an applicable procurement statute or administrative rule, and the protesting person was unfairly evaluated and would have, but for such substantial violation, been the responsible bidder offering the lowest bid or the responsible proposer offering the highest-ranked proposal.

(2) A protest must be in writing and must specify the grounds upon which the protest is based.
(3) The Contract Review Authority shall issue a written disposition of the protest in a timely manner.

i. An adversely affected person may submit to the district a written protest of the district's decision to exclude the person from the competitive range pursuant to ORS 279C.410. Such protest must be made within seven days after issuance of the notice of the competitive range, unless a different protest period is provided under the solicitation document. An adversely affected person must exhaust all avenues of administrative review and relief before seeking judicial review of the decision to exclude the person from the competitive range.

(1) A person is adversely affected under this section only if the person is responsible and submitted a Responsive Proposal and is eligible for inclusion in the competitive range, i.e., the protesting proposer must claim it is eligible for inclusion in the competitive range if all ineligible higher-scoring proposers are removed from consideration, and that those ineligible proposers are ineligible for inclusion in the competitive range because:

(a) Their proposals were not responsive; or
(b) The district committed a substantial violation of a provision in the RFP or of an applicable procurement statute or administrative rule, and the protesting proposer was unfairly evaluated and would have, but for such substantial violation, been included in the competitive range.

(2) The protest must be in writing and must specify the grounds upon which the protest is based.
(3) The Contract Review Authority shall issue a written disposition of the protest in a timely manner.

16. **Analysis in Procurements**

For procurements estimated to cost in excess of $250,000 that are not for public improvements, the district shall, when required, comply with ORS 279B.030 to ORS 279B.036.

Findings of Fact for Adopting of Board Policy DJA

The Board of the district, acting as the Local Contract Review Board pursuant to 279A.050 and ORSA 279A.060, makes the following findings of fact in support of the class special procurements adopted in Sections f., g., i., l. and m. of item 4. of Board policy DJA - District Procurement regarding public contracting.

Generally, ORS 279B.085 empowers the Board acting as the Local Contract Review Board, to adopt rules exempting certain classes of contracts and class special procurements from competitive procurement upon approval of the following findings:

a. It is unlikely that such exemption will encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts; and
b. The awarding of public contracts pursuant to the exemption is reasonably expected to result in substantial cost savings to the district or otherwise substantially promotes the public interest in a manner that could not practicably be realized by complying with requirements that are applicable under ORS 279B.055 (Competitive sealed bidding), 279B.060 (Competitive sealed proposals), 279B.065 (Small procurements) or 279B.070 (Intermediate procurements) or under any rules adopted thereunder.

Heading numbers found in this exhibit refer to the section number of item 4. of district Policy DJA Specific Findings – Class Special Procurements.

Item 4. a. – Copyrighted Material

Copyrighted materials are, by definition, ultimately available from only one source. The district typically purchases the bulk of its textbooks and other copyrighted material through various collective purchasing achieving substantial savings in both purchase and freight costs.

Accordingly the district finds that this exemption is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts and the awarding of public contracts pursuant to this exemption is expected to result in substantial cost savings to the district.

Item 4. f. – Advertising

Advertising media are generally, by their nature, unique and each variety of media and particular medium for advertising reaches a specific audience. There is limited competition for the sale of advertising space in daily newspapers of general, trade or business circulation in the vicinity of the district. Where the sources are unique, cost savings or differences are difficult and potentially expensive to quantify. Depending on the nature of the advertisement to be placed, different media

will be appropriate in different circumstances. Often advertising will need to be purchased on a time frame that would not allow competitive bidding.

The sale of advertising is not a procedure that lends itself to competitive bidding for the districts purposes. Such sales are generally accomplished for student activities and solicited by students – for example the sale of advertising in school newspapers and yearbooks. These publications have extremely limited circulation and many of the business participants do so in the spirit of good will. The district would not experience any enhanced revenue by seeking competitive bids or proposals for such advertising and, in fact, would probably incur additional administrative costs associated with the competitive process at the same time as depriving students of the education experience of engaging with local businesses in soliciting advertisements. This reasoning holds true for other student activities, such as athletics, drama or music events, and the like.

Accordingly, the district finds that this exemption is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts and the awarding of public contracts pursuant to this exemption is reasonably expected to lead to substantial cost savings to the district as well as otherwise substantially promotes the public interest in a manner that could not practicably be realized by complying with requirements that are applicable under ORS 279B.055 (Competitive sealed bidding), 279B.060 (Competitive sealed proposals), 279B.065 (Small procurements) or 279B.070 (Intermediate procurements) or under any rules adopted thereunder.

Item 4. i. – Purchases under Existing Requirements Contract

Requirements contracts are initially awarded on a competitive basis. They are entered into precisely because they allow a competitive process to establish the cost for a longer term series of purchases, thus relieving the district of the expense of engaging in the process each time it makes a purchase. Because these contracts are initially awarded competitively, they are unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts and the awarding of public contracts pursuant to the exemption is reasonably expected to lead to substantial cost savings to the district.

Item 4. l. – Services, Equipment, or Supplies for the Maintenance, Repair, or Conversion of Existing Equipment

Services, equipment and supplies for maintenance, repair or conversion of existing equipment are frequently specific to the particular brand or type of equipment involved. Often the need for these goods or services cannot be reasonably anticipated. The number of vendors or suppliers in the area able to supply these things is limited. Delay is frequently costly. Sophisticated equipment may require particular parts or supplies available from only one source. Often, a piece of equipment will have a warranty in place which covers some, but not necessarily all of the necessary parts or supplies – however such warranties frequently restrict the sources from which the necessary items may be acquired.

Accordingly, the district finds that contracts entered into under this exemption are unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts and the awarding of public contracts pursuant to the exemption is reasonably expected to lead to substantial cost savings to the district.

Item 4. m. – Equipment Repair or Overhaul

The need for equipment repair or overhaul cannot be anticipated by district staff. If a piece of equipment is not working properly, the district incurs the costs of downtime, potential rental fees for replacement equipment, as well as staff time and other inconveniences or liabilities to its programs. The number of vendors in the area who are able to perform repair or overhaul on a particular piece of equipment is limited due to the specialized knowledge generally involved. Sophisticated equipment may require specially trained personnel available from only one source. Often, a piece of equipment will have a warranty in place which covers a part, but not all of the repairs – however such warranties frequently restrict the parties that may perform the work.

Accordingly, the district finds that contracts entered into under this exemption are unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts and the awarding of public contracts pursuant to the exemption is reasonably expected to lead to substantial cost savings to the district.

END OF POLICY

Legal Reference(s):

ORS 244.040
ORS Chapters 279, 279A, 279B, 279C
ORS 294.311
ORS 328.441 - 328.470
ORS 332.075
OAR 125-025-0040

Cross Reference(s):

DJ - District Purchasing
DJB - Petty Cash Accounts
DJG - Vendor Relations
DK - Payment Procedures
EH - Electronic Data Management

Lincoln County
School District

Code: **GBI-AR**
Revised/Reviewed: 12/12/17
Requested updates in red 8/6/24 kc

Internet-Based, Crowd Funding Solicitation

All district or school Internet-sourced crowdfunding, or other similar types of monetary solicitation, shall be in compliance with all district fund-raising policies and processes, requiring preapproval from the building Principal and Business Director. Without prior approval, the school or district name may not be used on the crowdfunding site to solicit donations.

The only sites authorized for crowdfunding are LCSD's website donations site and www.donorschoose.org. Other reputable sites may be approved by the Superintendent after review and approval by the Business Director. All such approved sites shall be set up by or under the direct supervision of the Business Director in the name of the district or school.

All district or school fund raising shall follow appropriate Internet policies and acceptable use guidelines.

All technology purchases or request for purchase will meet current district standards and will be preapproved by the Technology Director.

All non-monetary items obtained become property of the district and all inventory procedures apply.

All monetary donations shall be recorded in the proper school or district fund. No school or district banking information shall be given out except by the Business Director. Checks will be requested to be mailed to the school in the name of the school and not to the individual.

A file will be maintained by the Principal that documents the Principal and Business Director approval, details of the project, a print out of the website, copies of all agreements and permission forms, copies of any checks of monetary donation received as well as the inventory listing non-monetary donations. After approval, the principal shall monitor the Internet-sourced crowdfunding site to ensure that no student information is disclosed improperly and no images are used without permission.

8. Adoption of the Consent Calendar
    8.a. Minutes of the Board
    8.b. Human Resources
        8.b.1. Board Personnel Action

Board Agenda — August 13, 2024 — Personnel Action

Licensed Hire (s):

Megan Godbey	Grade 3 Teacher/Sam Case
Brandon Waldenberg	Language Arts Teacher/Taft 7-12
Becki Cummins	Grade 6 Teacher/Crestview Heights
Katie Carmody	Grade 6 Teacher/Crestview Heights
Shelby Merrick	Language Arts Teacher/Newport Middle
Katie Barrett	ESOL/Crestview Heights & Waldport High
Tracy Lilly	Social Studies/Taft 7-12

Classified Hire (s):

Katie Lindstrom	Accountability and Assessment Specialist/District Office
Nancy Durham	Special Education Teaching Asst II/Oceanlake
Ervan Wingate	Title Teaching Assistant/Toledo Jr-Sr High
Aaron Gibson	Early Childhood Teaching Asst/Toledo Jr-Sr High
Patricia Martinez	Early Childhood Teaching Asst/Yaquina View
Justin Lilly	Instructional Assistant/Taft Elementary
Shannon Jones	Special Education Teaching Asst II/Newport High
Xoe Gyllenskog	Special Education Teaching Asst II/Newport High
Kathleen Martinson	Early Learning Lead Site Coordinator/Toledo Jr-Sr High
Kimberlee Thomas	Special Education Teaching Asst/Toledo Elementary
Demara McGrath	Student Support Facilitator/Newport Middle
Olha Ovadovych	Special Education Teaching Asst/Toledo Jr-Sr High
Monserrat Hernandez	Special Education Teaching Asst II/Yaquina View

Resignation(s):

Nicole Hall	Health and Records Assistant Toledo Elementary	Resignation 8/22/2024 – 6/30/2024
Patricia Gardner	YTP Specialist Compass Center	Resignation 9/8/2015 – 8/28/2024
Alisha Powell	Math TOSA Teaching and Learning Center	Resignation 1/31/2022 – 6/30/2024
James Putnam	Instructional Coach Taft Elementary School	Resignation 1/22/2024 – 6/30/2024
Cory Francis	Music Teacher Taft 7-12	Resignation 8/26/2022 – 6/30/2024
Alissa Mobley	Early Learning Site Coordinator Toledo Jr-Sr High	Resignation 9/30/2022 – 6/30/2024

8.c. Board

8.c.1. Second Read/Adoption of Policy - Batch 1

OSBA Model Sample Policy

Code: IGBAF
Adopted:

Special Education - Individualized Education Program (IEP)**

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

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

END OF POLICY

Legal Reference(s):

ORS 343.068
ORS 343.151
ORS 343.155
ORS 343.321 - 343.333

OAR 581-015-2000
OAR 581-015-2190
OAR 581-015-2195
OAR 581-015-2200
OAR 581-015-2205
OAR 581-015-2210
OAR 581-015-2215
OAR 581-015-2220
OAR 581-015-2225
OAR 581-015-2229
OAR 581-015-2230
OAR 581-015-2235
OAR 581-015-2055
OAR 581-015-2600
OAR 581-015-2065
OAR 581-015-2265

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

OSBA Model Sample Policy

Code: IGBAF-AR
Revised/Reviewed:

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

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

1. General IEP Information

   a. The district ensures that an IEP is in effect for each eligible student:

      (1) Before special education and related services are provided to a student;
      (2) At the beginning of each school year for each student with a disability for whom the district is responsible; and
      (3) Before the district implements all the special education and related services, including program modifications, supports and/or supplementary aids and services, as identified on the IEP.

   b. The district uses:

      (1) The Oregon standard IEP; or
      (2) An IEP form that has been approved by the Oregon Department of Education.

   c. The district develops and implements all provisions of the IEP as soon as possible following the IEP meeting.
   d. The IEP will be accessible to each of the student's regular education teacher(s), the student's special education teacher(s) and the student's related services provider(s) and other service provider(s). This includes all district employees assigned to work with a student with specialized needs to assist with the educational, behavioral, medical, health or disability-related support needs of the student.
   e. The district takes steps to ensure that parent(s) are present at each IEP meeting or have the opportunity to participate through other means.
   f. The district ensures that each teacher and service provider is informed of:

      (1) Their specific responsibilities for implementing the IEP specific accommodations, modifications and/or supports that must be provided for, or on behalf of the student; and
      (2) Their responsibility to fully implement the IEP including any amendments the district and parents agreed to make between annual reviews.

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

2. IEP Meetings

   a. The district conducts IEP meetings within 30 calendar days of the determination that the student is eligible for special education and related services.

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

3. IEP Team Members

a. The district's IEP team members include the following:

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

b. Student participation:

(1) Whenever appropriate, the student with a disability is a member of the team.
(2) If the purpose of the IEP meeting includes consideration of postsecondary goals and transition services for the student, the district includes the student in the IEP team meeting.
(3) If the purpose of the IEP meeting includes consideration of postsecondary goals and transition services for the student, and the student does not attend the meeting, the

district will take other steps to consider the student's preferences and interests in developing the IEP.

c. Participation by other agencies:

(1) With parent or adult student written consent, and where appropriate, the district invites a representative of any other agency that is likely to be responsible for providing or paying for transition services if the purpose of the IEP meeting includes the consideration of transition services (beginning at age 16, or younger if appropriate); and

(2) If the district refers or places a student in an education service district, state-operated program, private school or other educational program, IEP team membership includes a representative from the appropriate agencies. Participation may consist of attending the meeting, conference call or participating through other means.

d. Participation by other employees:

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

4. Agreement for Nonattendance and Excusal

a. The district and the parent may consent to excuse an IEP team member from attending an IEP meeting, in whole or in part, when the meeting involves a discussion or modification of team member's area of curriculum or service. The district designates specific individuals to authorize excusal of IEP team members.

b. If excusing an IEP team member whose area is to be discussed at an IEP meeting, the district ensures:

(1) The parent and the district consent in writing to the excusal;

(2) The team member submits written input to the parents and other members of the IEP team before the meeting; and

(3) The parent is informed of all information related to the excusal in the parent's native language or other mode of communication according to consent requirements.

5. IEP Content

a. In developing the IEP, the district considers the student's strengths, the parent's concerns, the results of the initial or most recent evaluation, and the academic, developmental and functional needs of the student.

b. The district ensures that IEPs for each eligible student includes:

(1) A statement of the student's present levels of academic achievement and functional performance that:

(a) Includes a description of how the disability affects the progress and involvement in the general education curriculum;
(b) Describes the results of any evaluations conducted, including functional and developmental information;
(c) Is written in language that is understood by all IEP team members, including parents;
(d) Is clearly linked to each annual goal statement;
(e) Includes a description of benchmarks or short-term objectives for children with disabilities who take alternative assessments aligned to alternate achievement standards.

(2) A statement of measurable annual goals, including academic and functional goals, or for students whose performance is measured by alternate assessments aligned to alternate achievement standard, statements of measurable goals and short-term objectives. The goals and, if appropriate, objectives:

(a) Meet the student's needs that are present because of the disability, or because of behavior that interferes with the student's ability to learn, or impedes the learning of other students;
(b) Enable the student to be involved in and progress in the general curriculum, as appropriate; and
(c) Clearly describe the anticipated outcomes, including intermediate steps, if appropriate, that serve as a measure of progress toward the goal.

(3) A statement of the special education services, related services, supplementary aids and services that the district provides to the student:

(a) The district bases special education and related services, modifications and supports on peer-reviewed research to the extent practicable to assist students in advancing toward goals, progressing in the general curriculum and participating with other students (including those without disabilities), in academic, nonacademic and extracurricular activities.
(b) Each statement of special education services, related or supplementary services, aids, modifications or supports includes a description of the inclusive dates, amount or frequency, location and who is responsible for implementation.

(4) A statement of the extent, if any, to which the student will not participate with nondisabled students in regular academic, nonacademic and extracurricular activities.
(5) A statement of any individual modifications and accommodations in the administration of state or districtwide assessments of student achievement.

(a) A student will not be exempt from participation in state or districtwide assessment because of a disability unless the parent requests an exemption;
(b) If the IEP team determines that the student will take the alternate assessment instead of the regular statewide or a districtwide assessment, a statement of why the student cannot participate in the regular assessment and why the alternate assessment is appropriate for the student.

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

~~6. Individualized COVID-19 Recovery Services[1]~~

~~Individualized COVID-19 Recovery Services are defined as those services determined necessary for eligible students based on the unique needs that arise from their disability due to the impact of the COVID-19 pandemic, which may include but are not limited to:~~

~~a. Special education and related services;~~
~~b. Supplementary aides and services;~~
~~c. Additional or intensified instruction;~~
~~d. Social emotional learning support; and~~
~~e. Peer or adult support.~~

~~The IEP team for each eligible student shall consider the need for Individualized COVID-19 Recovery Services at least at each initial IEP meeting and each regularly scheduled annual review meeting.~~

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

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

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

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

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

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

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

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

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

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

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

~~7.~~6. Agreement to Amend or Modify IEP

Between annual IEP meetings, the district and the parent may agree to make changes in the student's current IEP without holding an IEP meeting. These changes require a signed, written agreement between the district and the parent.

a. The district and the parent record any amendments, revisions or modifications on the student's current IEP. If additional IEP pages are required these pages must be attached to the existing IEP.
b. The district files a complete copy of the IEP with the student's education records and informs the student's IEP team and any teachers or service providers of the changes.
c. The district provides the parent prior written notice of any changes in the IEP and upon request, provides the parent with a revised copy of the IEP with the changes incorporated.

~~8.~~7. IEP Team Considerations and Special Factors

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

(1) The strengths of the student and concerns of the parent for enhancing the education of the student;
(2) The results of the initial or most recent evaluation of the student;
(3) As appropriate, the results of the student's performance on any general state or districtwide assessments;
(4) The academic, developmental and functional needs of the child.

b. In developing, reviewing and revising the student's IEP, the IEP team considers the following special factors:

(1) The communication needs of the student; and
(2) The need for assistive technology services and/or devices.

c. As appropriate, the IEP team also considers the following special factors:

(1) For a student whose behavior impedes their learning or that of others, strategies, positive behavioral intervention and supports to address that behavior;
(2) For a student with limited English proficiency, the language needs of the student as those needs relate to the IEP;
(3) For a student who is blind or visually impaired, instruction in Braille and the use of Braille unless the IEP team determines (after an evaluation of reading and writing skills, needs and media, including evaluation of future needs for instruction in Braille or the use of Braille, appropriate reading and writing), that instruction in Braille or the use of Braille is not appropriate;
(4) For a student who is deaf or hard of hearing, the student's language and communication needs, including opportunities for direct communication with peers and professional personnel in the student's language and communication mode, academic level and full range of needs, including opportunities for direct instruction in the student's language and communication mode;
(5) If a student is deaf, deafblind, or hard of hearing, the district will provide information about relevant services and placements offered by the school district, the education service district, regional programs, and the Oregon School for the Deaf; and
(6) A statement of any device or service needed for the student to receive a free appropriate public education (FAPE).

d. In addition to the above IEP contents, the IEP for each eligible student of transition age includes:

(1) Beginning not later than the first IEP in effect when the student turns 16, or as early as 14 or younger, if determined appropriate by the IEP team (including parent(s)), and updated annually thereafter, the IEP must include:

(a) Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training education, employment, and where appropriate, independent living skills; and
(b) The transition services (including courses of study) needed to assist the student in reaching those goals.

Regarding employment planning, the parent shall be provided information about and opportunities to experience employment services provided by Oregon

Vocational Rehabilitation or the Oregon Office of Developmental Disability Services. These services must be provided in a competitive integrated employment setting, as defined by Oregon Administrative Rule (OAR) 411-345-0020. Information about these services shall also be provided to the parent by the district at each annual review for IEPs to be in effect when the child turns 16, or as early as 14 or younger, if determined appropriate by the IEP team (including parent(s)).

(2) At least one year before a student reaches the age of majority (student reaches the age of 18, or has married or been emancipated, whichever occurs first), a statement that the district has informed the student that all procedural rights will transfer at the age of majority; and
(3) If identified transition service providers, other than the district, fail to provide any of the services identified on the IEP, the district will initiate an IEP meeting as soon as possible to address alternative strategies and revise the IEP if necessary.

e. To promote self-determination and independence, the district shall provide the student and the student's parents with information and training resources regarding supported decision-making as a less restrictive alternative to guardianship, and with information and resources regarding strategies to remain engaged in the student's secondary education and post-school outcomes. The district shall provide this information at each IEP meeting that includes discussion of post-secondary education goals and transition services.

~~9.~~8. Incarcerated Youth

a. For students with disabilities who are convicted as adults, incarcerated in adult correctional facilities and otherwise entitled to FAPE, the following IEP requirements do not apply:

(1) Participation of students with disabilities in state and districtwide assessment; and
(2) Transition planning and transition services, for students whose eligibility will end because of their age before they will be eligible to be released from an adult correctional facility based on consideration of their sentence and eligibility for early release.

b. The IEP team may modify the student's IEP, if the state has demonstrated a bona fide security or other compelling interest that cannot be otherwise accommodated.

~~10.~~9. Extended School Year Services

a. The district makes extended school year (ESY) services available to all students for whom the IEP team has determined that such services are necessary to provide FAPE.
b. ESY services are:

(1) Provided to a student with a disability in addition to the services provided during the typical school year;
(2) Identified in the student's IEP; and
(3) Provided at no cost to the parent.

c. The district does not limit consideration of ESY services to particular categories of disability or unilaterally limit the type, amount or duration of service.
d. The district provides ESY services to maintain the student's skills or behavior, but not to teach new skills or behaviors.

e. The district's criteria for determining the need for extended school year services include:

(1) Regression (a significant loss of skills or behaviors) and recoupment time based on documented evidence; or
(2) If no documented evidence, on predictions according to the professional judgment of the team.

f. "Regression" means significant loss of skills or behaviors in any area specified on the IEP as a result of an interruption in education services.
g. "Recoupment" means the recovery of skills or behaviors specified on the IEP to a level demonstrated before the interruption of education services.

~~11.~~10. Assistive Technology

a. The district ensures that assistive technology devices or assistive technology services, or both, are made available if they are identified as part of the student's IEP. These services and/or devices may be part of the student's special education, related services or supplementary aids and services.
b. On a case-by-case basis, the district permits the use of district-purchased assistive technology devices in the student's home or in other settings if the student's IEP team determines that the student needs access to those devices to receive FAPE. In these situations, district policy will govern liability and transfer of the device when the student ceases to attend the district.

~~12.~~11. Transfer Students

a. In state:

If a student with a disability (who had an IEP that was in effect in a previous district in Oregon) transfers into the district and enrolls in a district school within the same school year, the district (in consultation with the student's parents) provides FAPE to the student (including services comparable to those described in the student's IEP from the previous district), until the district either:

(1) Adopts the student's IEP from the previous district; or
(2) Develops, adopts and implements a new IEP for the student in accordance with all of the IEP provisions.

b. Out of state:

If a student transfers into the district with a current IEP from a district in another state, the district, in consultation with the student's parents, will provide FAPE to the student, including services comparable to those described in the student's IEP from the previous district, until the district:

(1) Conducts an initial evaluation (if determined necessary by the district to determine Oregon eligibility) with parent consent and determines whether the student meets eligibility criteria described in the OARs.
(2) If the student is eligible under Oregon criteria, the district develops, adopts and implements a new IEP for the student using the Oregon Standard IEP or an approved alternate IEP.

(3) If the student does not meet Oregon eligibility criteria, the district provides prior written notice to the parents explaining that the student does not meet Oregon eligibility criteria and specifying the date when special education services will be terminated.

~~13.~~12. Abbreviated School Day

"Abbreviated school day" means any school day during which a student with a disability receives instruction or educational services for fewer hours than the majority of other students who are in the same grade within the student's resident school district.

"Abbreviated school day program" means an education program:

a. In which a school district restricts access for a student with a disability to hours of instruction or educational services to less than the number of hours of instruction or educational services that are provided to the majority of other students who are in the same grade within the student's resident school district; and
b. That results in a student with a disability having an abbreviated school day for more than 10 school days per school year.

Abbreviated school day programs are only allowed when all requirements in state law are met.[2]

Informed and written consent from the parent or foster parent is necessary prior to implementing an abbreviated school day program. A parent or a foster parent may, at any time, revoke consent for the placement of a student on an abbreviated school day program. Revoking consent or objecting to an abbreviated school day program shall be in writing.

Abbreviated school day programs limitations do not apply to students who are exempt per ORS 343.331.

[2] See ORS 343.324.

OSBA Model Sample Policy

Code: IGBAG
Adopted:

Special Education - Procedural Safeguards**

Procedural Safeguards – General

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

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

Procedural Safeguards Notice

The district provides to parents a copy of the *Procedural Safeguards Notice*, published by the Oregon Department of Education, at least once per year and upon initial referral or parent request for special

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

education evaluation and when the parent requests a copy. The district also gives a copy to the student at least a year before the student's 18th birthday or upon learning that the student is considered emancipated.

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

Parent or Adult Student Meeting Participation

1. The district provides parents or adult students an opportunity to participate in meetings with respect to the identification, evaluation, IEP and educational placement of the student, and the provision of a free appropriate public education (FAPE) to the student.

2. The district provides parents or adult students written notice of any meeting sufficiently in advance to ensure an opportunity to attend. The written notice:

    a. States the purpose, time and place of the meeting and who is invited to attend;
    b. Advises that parents or adult students may invite other individuals who they believe have knowledge or special expertise regarding the student;
    c. Advises that the team may proceed with the meeting even if the parents are not in attendance;
    d. Advises the parents or adult students who to contact before the meeting to provide information if they are unable to attend; and
    e. Indicates if one of the meeting's purposes is to consider transition services or transition services needs. If so:

        (1) Indicates that the student will be invited; and
        (2) If considering transition services, identifies any agencies invited to send a representative (with parent or adult student consent).

3. The district takes steps to ensure that one or both parents of a child with a disability are present at each IEP or placement meeting or are afforded the opportunity to participate, including:

    a. Notifying parents of the meeting early enough to ensure that they will have an opportunity to attend; and
    b. Scheduling the meeting at a mutually agreed upon time and place.

4. If neither parent can attend, the district will use other methods to ensure an opportunity to participate, including, but not limited to, individual or conference phone calls or home visits.

5. The district may conduct an evaluation planning or eligibility meeting without the parent or adult student if the district provided meeting notice to the parent or adult student sufficiently in advance to ensure an opportunity to attend.

Access to Records

A parent is entitled at any reasonable time to examine all of the records of the district pertaining to the identification, evaluation and educational placement of their child and the provision of FAPE to their child. Records must be provided without undue delay, which may not exceed 10 business days, as defined

in ORS 192.311, from the date of the request for the records. Records may be redacted only to the extent necessary to protect personally identifiable information of other children unless disclosure is authorized by law or court order.

END OF POLICY

Legal Reference(s):

ORS 343.155
ORS 343.165
ORS 343.173
ORS 343.177
ORS 343.181

OAR 581-001-0005
OAR 581-015-2000
OAR 581-015-2030
OAR 581-015-2090
OAR 581-015-2095
OAR 581-015-2190
OAR 581-015-2195
OAR 581-015-2305
OAR 581-015-2310
OAR 581-015-2325
OAR 581-015-2330
OAR 581-015-2345
OAR 581-015-2360
OAR 581-015-2385

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

Code: JBAA-AR
Revised/Reviewed:

Section 504 – Students**/*

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

Definitions

1. A student is considered a "qualified individual with disabilities" under Section 504 if the student:

   a. Has a physical or mental impairment which substantially limits one or more major life activities, even when mitigating measures, such as medication, prosthetics, hearing aids, etc., ameliorate the effects of the disability (e.g., any student receiving services under the Individuals with Disabilities Education Act (IDEA), students with diabetes). The term does not cover students disadvantaged by cultural, environmental or economic factors;
   b. Has a record or history of such an impairment (e.g., a student with learning disabilities who has been decertified as eligible to receive special education under IDEA, a student who had cancer, a student in recovery from chemical dependencies);
   c. Is regarded as having such an impairment. A person can be found eligible under this provision if the student:

      (1) Has a physical or mental impairment that does not substantially limit a major life activity but is treated by the district as having such a limitation;
      (2) Has a physical or mental impairment that substantially limits a major life activity only as a result of the attitudes of others towards such impairment (e.g., a student who is obese); or
      (3) Has no physical or mental impairment but is treated by the district as having such an impairment (e.g., a student who tests positive with the HIV[1] virus but has no physical effects from it).

   d. Has a qualifying disability that is episodic or in remission.

2. "Physical or mental impairment" means any physiological disorder or condition, cosmetic disfigurement or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; endocrine; or any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental illness and specific learning disabilities;

3. "Major life activities," as defined by the ADA, means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, working, eating, sleeping, standing, lifting, bending, reading, concentrating, thinking, communicating; and major

[1] HIV - Human Immunodeficiency Virus

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

4. "Program or activity" includes all district programs and activities. The district will also ensure that contracts with those who provide services to the district, such as alternative programs, also provide students with disabilities an equal opportunity to participate in the program or activity;

5. "Potentially disabling conditions" under Section 504, if they substantially limit a major life activity, may include, but are not limited to:

   a. Attention deficit disorder (ADD);
   b. Behavior disorders;
   c. Chronic asthma and severe allergies;
   d. Physical disabilities such as spina bifida, hemophilia and conditions requiring students to use crutches;
   e. Diabetes.

District Responsibilities

The superintendent or designee will:

1. Provide written assurance of nondiscrimination whenever the district receives federal money in accordance with application guidelines;

2. Designate an employee to coordinate the district's compliance efforts with Section 504;

3. Provide procedures to resolve student, parent and employee complaints of discrimination;

4. Provide notice to students, parents, employees, including those with vision or hearing impairments, of the district's policy of compliance with Section 504 prohibiting nondiscrimination in admission or access to or treatment or employment in district programs or activities. District aids, benefits and services will afford students with disabilities equal opportunity to obtain the same result, gain the same benefit or reach the same level of achievement as students without disabilities, in the most integrated setting appropriate to the student's needs. Notice will specify the employee designated by the district to coordinate the district's Section 504 compliance efforts;

5. Annually identify and locate students with disabilities who are Section 504 qualified in the district and who qualify for services;

6. Annually notify students with disabilities and their parents or guardians of the district's responsibilities under Section 504;

7. Provide parents or guardians with procedural safeguards:

   a. Notice of their rights under Section 504, including the right to request an impartial hearing as provided by Oregon Administrative Rule (OAR) 581-015-2390;
   b. An opportunity to review relevant records.

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

Transportation

1. If the district proposes to terminate transportation services for a student who qualifies for services under Section 504, the district will first determine the relationship between the student's behavior and disability and provide the parent with notice of rights.

2. If the district places a student in a program not operated by the district, the district will ensure that adequate transportation to and from the program is provided at no additional cost to the parent or student than would be incurred if the student were placed in programs operated by the district.

Evaluation

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

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

2. Tests and other evaluation materials will:

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

Placement

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

1. Draw upon information from a variety of sources;

2. Ensure that all relevant information is documented and considered;

3. Ensure that the student is educated with students without disabilities to the maximum extent possible.

Reevaluations

1. The evaluation team will periodically reevaluate all students identified as qualified to receive services under Section 504. Minimally, students will be reevaluated every three years.

2. A reevaluation will be conducted by the evaluation team whenever a significant change in placement occurs. Examples of significant changes in placement include, but are not limited to:

   a. Expulsion;
   b. Serial suspensions which exceed 10 school days in a school year. Consideration will be given to the frequency of suspensions, the length of each and their proximity to one another;
   c. Transferring or placing the student in alternative education or other such programs;
   d. Graduation;
   e. Significantly changing the composition of the student's class schedule (e.g., moving the student from regular education to the resource room, etc.).

Discipline

1. Before implementing a suspension or expulsion that constitutes a significant change in the placement of a student with disabilities under Section 504, the evaluation team will conduct a reevaluation of the student to determine whether the misconduct in question is caused by the student's disability and, if so, whether the student's current educational placement is appropriate:

   a. If it is determined that the misconduct of the student is caused by the student's disability, the evaluation team will continue the evaluation, following the requirements of Section 504 and the ADA for evaluation and placement, to determine whether the student's current educational placement is appropriate. Due process procedures that meet the requirements of IDEA may be used to meet the procedural safeguards of law;
   b. If it is determined that the misconduct is not caused by the student's disability, the student may be excluded from school in the same manner as are similarly situated students who do not have disabilities.

2. When the placement of a student with disabilities under Section 504 is changed for disciplinary reasons, the student and parents are entitled to the procedural protections as specified above. These protections include appropriate notice to parents, an opportunity for their examination of pertinent records, an impartial hearing with the participation of the parents and an opportunity for representation by counsel and a review procedure.

3. The district may take disciplinary action against a student with disabilities under Section 504 who is engaged currently in the use of alcohol or illegal drugs to the same extent that it takes disciplinary action against students not having disabilities. As provided by law, due process procedures specified above will not apply to disciplinary actions arising from the use or possession of alcohol or illegal drugs. Regularly established district due process procedures will, however, be provided.

4. Students with disabilities under Section 504 who are also covered by IDEA will be disciplined in accordance with Board policy JGDA - Discipline of Students with Disabilities and the accompanying administrative regulation.

Complaints

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

the accompanying administrative regulation] [in accordance with established district complaint procedures].

OSBA Model Sample Policy

Code: JGA
Adopted:

Corporal Punishment**

{Optional policy. While State law prohibits the use of corporal punishment, having a policy which states this is optional.}

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

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

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

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

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

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

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

END OF POLICY

Legal Reference(s):

ORS 161.205
ORS 332.107
ORS 339.240

ORS 339.250

OAR 581-021-0050 – 0075

OAR 584-020-0040

OSBA Model Sample Policy

Code: JGAB
Adopted:

Use of Restraint or Seclusion**

{Required policy. The requirement for this policy comes from OAR 581-021-0556(12).}

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

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

1. Chemical restraint.

2. Mechanical restraint.

3. Prone restraint.

4. Supine restraint.

5. Any restraint that involves the intentional and nonincidental use of a solid object[1], including a wall or the floor, to impede a student's movement, unless the restraint is necessary to prevent an imminent life-threatening injury or to gain control of a weapon.

6. Any restraint that places, or creates a risk of placing, pressure on a student's mouth, neck or throat.

7. Any restraint that places, or creates a risk of placing, pressure on a student's mouth, unless the restraint is necessary for the purpose of extracting a body part from a bite.

8. Any restraint that impedes, or creates a risk of impeding, breathing.

9. Any restraint that involves the intentional placement of the hands, feet, elbow, knee or any object on a student's neck, throat, genitals or other intimate parts.

10. Any restraint that causes pressure to be placed, or creates a risk of causing pressure to be placed, on the stomach or back by a knee, foot or elbow bone.

11. Any action designed for the primary purpose of inflicting pain.

The use of a seclusion cell is prohibited.

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

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

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

1. The student's behavior imposes a reasonable risk of imminent and substantial physical or bodily injury to the student or others; and

2. Less restrictive interventions would not be effective.

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

1. The student's behavior imposes a reasonable risk of imminent and serious bodily injury to the student or others; and

2. Less restrictive interventions would not be effective.

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

Definitions

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

   "Restraint" does not include:

   a. Holding a student's hand or arm to escort the student safely and without the use of force from one area to another;
   b. Assisting a student to complete a task if the student does not resist the physical contact; or
   c. Providing reasonable intervention with the minimal exertion of force necessary if the intervention does not include a restraint prohibited under Oregon Revised Statute (ORS) 339.288 and the intervention is necessary to:

      (1) Break up a physical fight;
      (2) Interrupt a student's impulsive behavior that threatens the student's immediate safety, including running in front of a vehicle or climbing on unsafe structures or objects; or
      (3) Effectively protect oneself or another from an assault, injury or sexual contact with the minimum physical contact necessary for protection.

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

   "Seclusion" does not include the removal of a student for a short period of time to provide the student with an opportunity to regain self-control if the student is in a setting from which the student is not physically prevented from leaving, or a student being left alone in a room with a closed door

for a brief period of time if the student is left alone for a purpose that is unrelated to the student's behavior.

3. "Seclusion cell" means a freestanding, self-contained unit that is used to isolate the student from other students or physically prevent a student from leaving the unit or cause the student to believe that the student is physically prevented from leaving the unit.

4. "Serious bodily injury" means any significant impairment of the physical condition of a person, as determined by qualified medical personnel, whether self-inflicted or inflicted by someone else.

5. "Substantial physical or bodily injury" means any impairment of the physical condition of a person that requires some form of medical treatment.

6. "Mechanical restraint" means a device used to restrict the movement of a student or the movement or normal function of a portion of the body of a student.

   "Mechanical restraint" does not include:

   a. A protective or stabilizing device ordered by a licensed physician; or
   b. A vehicle safety restraint when used as intended during the transport of a student in a moving vehicle.

7. "Chemical restraint" means a drug or medication that is used on a student to control behavior or restrict freedom of movement that is not prescribed by a licensed physician or other qualified health professional acting under the professional's scope of practice for standard treatment of the student's medical or psychiatric condition; and administered as prescribed by a licensed physician or other qualified health professional acting under the professional's scope of practice.

8. "Prone restraint" means a restraint in which a student is held face down on the floor.

9. "Supine restraint" means a restraint in which a student is held face up on the floor.

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

The district shall only utilize ~~the {~~[2]~~}~~ a training program ~~of~~ for restraint or seclusion ~~for use~~ to train staff and use in the district~~. As required by state regulation, the selected program shall be one~~ which has been approved by the Oregon Department of Education (ODE)~~ and include, but not limited to, positive behavior support, conflict prevention, de-escalation and crisis response techniques. Any program selected by the district must be in compliance with state and federal law with respect to the use of restraint and seclusion.~~

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

~~[2] {The district must identify the program utilized for training.}~~

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

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

1. The total number of incidents involving restraint;

2. The total number of incidents involving seclusion;

3. The total number of seclusions in a locked room;

4. The total number of students placed in restraint;

5. The total number of students placed in seclusion;

6. The total number of incidents that resulted in injuries or death to students or staff as a result of the use of restraint or seclusion;

7. The total number of students placed in restraint or seclusion more than 10 times in a school year and an explanation of what steps have been taken by the district to decrease the use of restraint and seclusion for each student;

8. The total number of restraint or seclusion incidents carried out by untrained individuals;

9. The demographic characteristics[3] of all students upon whom restraint or seclusion was imposed;

10. The total number of rooms available for use by the district for seclusion of a student and a description of the dimensions and design of the rooms.

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

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

The complainant, whether an organization or an individual, may appeal a district's final decision to the Oregon Department of Education pursuant to OAR 581-002-0001 - 581-002-0023. [This appeal process is ~~identified~~ represented in administrative regulation KL-AR(2) - Appeal to the Deputy Superintendent of Public Instruction.]

The superintendent shall develop administrative regulations to carry out the requirements set forth in this policy and to meet any additional requirements established by law related to the use, reporting, and written

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

documentation of the use of restraint or seclusion by district staff. A staff member who violates this policy or its administrative regulation may be subject to discipline, up to and including dismissal.

END OF POLICY

Legal Reference(s):

ORS 161.205
ORS 339.250
ORS 339.285
ORS 339.288
ORS 339.291
ORS 339.294
ORS 339.297
ORS 339.300
ORS 339.303

OAR 581-021-0061
OAR 581-021-0550
OAR 581-021-0553
OAR 581-021-0556
OAR 581-021-0563
OAR 581-021-0566
OAR 581-021-0568
OAR 581-021-0569
OAR 581-021-0570
OAR 581-022-2267
OAR 581-022-2370

OSBA Model Sample Policy

Code: JGAB-AR
Revised/Reviewed:

Use of Restraint or Seclusion**

{Required administrative regulation. ORS 339.294 requires a district to establish procedures to follow during and after an incident involving the use of restraint or seclusion. This administrative regulation helps support those procedures.}

Procedure

1. If restraint or seclusion continues for more than 30 minutes, school staff will attempt to immediately notify parents or guardians verbally or electronically.

2. Following an incident involving the use of restraint or seclusion, school staff will provide parents or guardians of the student the following:

   a. Verbal or electronic notice of the incident by the end of the school day when the incident occurred.
   b. Written documentation of the incident within 24 hours that provides:

      (1) A description of the restraint or seclusion including:

         (a) The date of the restraint or seclusion;
         (b) The times the restraint or seclusion began and ended; and
         (c) The location of the incident.

      (2) A description of the student's activity that prompted the use of restraint or seclusion~~;~~.
      (3) The efforts used to de-escalate the situation and the alternatives to restraint or seclusion that were attempted~~;~~.
      (4) The names of staff of the district who administered the restraint or seclusion~~;~~.
      (5) A description of the training status of the staff of the district who administered the restraint or seclusion, including any information that may need to be provided to the parent or guardian.~~; and~~

   c. Timely notification of a debriefing meeting to be held and of the parent's or guardian's right to attend the meeting.
   d. Immediate[1], written notification of the existence of any records{[2]} related to an incident of restraint or seclusion (including photos or audio or video recording).

3. If the restraint or seclusion was administered by a person without training, the administrator will ensure written notice is issued to the parent or guardian of the student ~~that~~ which includes notice of the lack of training~~,~~ and the reason ~~why a person without training administered the~~ restraint or

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

[2] {Such records shall be maintained in accordance with ORS 339.294(9).}

seclusion was administered by a person without training. The administrator will ensure written notice of the same to the superintendent.

4. An administrator will be notified as soon as practicable whenever restraint or seclusion has been used.

5. If restraint or seclusion continues for more than 30 minutes the student must be provided with adequate access to bathroom and water every 30 minutes. If restraint or seclusion continues for more than 30 minutes, every 15 minutes after the first 30 minutes, an administrator for the district must provide written authorization for the continuation of the restraint or seclusion, including providing documentation for the reason the restraint or seclusion must be continued. Whenever restraint or seclusion extends beyond 30 minutes, staff of the district will immediately attempt to verbally or electronically notify a parent or guardian.

6. A district Restraint and/or Seclusion Incident Report must be completed and copies provided to those attending the debriefing meeting for review and comment. The completed Restraint and/or Seclusion Incident Report Form shall include the following:

   a. Name of the student;
   b. Name of staff member(s) administering the restraint or seclusion;
   c. Date of the restraint or seclusion and the time the restraint or seclusion began and ended;
   d. Location of the restraint or seclusion;
   e. A description of the restraint or seclusion;
   f. A description of the student's activity immediately preceding the behavior that prompted the use of restraint or seclusion;
   g. A description of the behavior that prompted the use of restraint or seclusion;
   h. Efforts to de-escalate the situation and alternatives to restraint or seclusion that were attempted;
   i. Information documenting parent or guardian contact and notification.

7. A documented debriefing meeting must be held within two school days after the use of restraint or seclusion~~;~~. The parent or guardian of the student must be invited to attend the meeting[3], and the meeting will include staff members involved in the intervention ~~must be included in the meeting~~ and any other appropriate personnel. The debriefing team shall include an administrator. At the debriefing meeting, the district shall review, in its entirety, any audio or video recording[[4]] preserved as a record of the incident involving restraint or seclusion in accordance with law. Written notes shall be taken and a copy of the written notes shall be provided to the parent or guardian of the student.

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

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

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

8. If serious bodily injury or death of a student occurs in relation to the use of restraint or seclusion~~,~~:

   a. Oral notification of the incident must be provided immediately to a parent or guardian of the student and to the Oregon Department of Human Services (DHS); and
   b. ~~w~~Written notification of the incident must be provided to ~~the Department of Human Services~~DHS within 24 hours of the incident.

9. If serious bodily injury or death of a staff member occurs in relation to the use of restraint or seclusion, written notification of the incident must be provided within 24 hours of the incident to the superintendent, to the Superintendent of Public Instruction ~~within 24 hours of the incident, or~~ and, if applicable, to the union representative for the affected person~~, if applicable~~.

10. The district ~~will~~ shall maintain a record of each incident in which injuries or death occurs in relation to the use of restraint or seclusion.

11. [The district, upon request from DHS regarding an investigation of an incident of restraint or seclusion as suspected child abuse, shall disclose any records preserved to DHS or its designee which are deemed relevant to the subject investigation, in its original format and without any alteration.]

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

1. Parent participation in the plan is required.

2. The IEP team that develops the behavioral support plan shall include knowledgeable and trained staff, including a behavioral specialist and a district representative who is familiar with the restraint and seclusion training practices adopted by the district.

3. Prior to the implementation of any behavioral support plan that includes restraint and/or seclusion, a functional behavioral assessment must be completed. The assessment plan must include an individual threshold for reviewing the plan.

4. [When a behavior support plan includes restraint or seclusion the parents [will] [may] be provided a copy of the district Use of Restraint or Seclusion policy at the time the plan is developed.]

5. If a student is involved in five incidents in a school year, the team, including a parent or guardian of the student, will form for the purpose of reviewing and revising the student's behavior plan and ensuring the provision of any necessary behavioral supports.

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

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

Lincoln County School District

Code: **EBC/EBCA**
Adopted: 7/09/02
Revised/Readopted: 6/14/16 (Effective 7/01/16)
Orig. Code(s): EBC/EBCA

Emergency Procedure Plan

The district shall have an emergency services procedure program that meets the standards of the State Board of Education and which will provide as much protection as possible for the children at school.

The superintendent will develop and maintain a plan specifying procedures to be used in such emergencies as disorderly conduct, unlawful assembly, disturbances at school activities, natural disasters, fire, illness or injury of a student or staff member, and use of force on school property. The superintendent will consult with community and county agencies while developing this plan. The superintendent or designee shall be responsible for coordinating the various aspects of the program and for developing appropriate rules and regulations to carry out the policy.

The district's Emergency Procedures Plan will meet the standards of the State Board of Education.

Copies of the emergency services procedure program will be available in every school office and other strategic locations throughout the district. Parents will be informed of the district's plan for the care of students during an emergency situation.

END OF POLICY

Delete and use OSBA revised.

Legal Reference(s):

ORS 192.660(2)(k)
ORS 332.107
ORS 433.260
ORS 433.441
OAR 437-002-0161
OAR 581-022-0705
OAR 581-022-1420

Cross Reference(s):

EEAC - School Bus Safety Program
GBE - Staff Health and Safety
JHCC - Communicable Diseases

Eddie ~
These need to be adopted for 24-25 school year.
Thx,
Sheila

OSBA Model Sample Policy

Code: EBC/EBCA
Adopted:

Emergency Procedures and Disaster Plans

(Delete this double coded policy and consider EBC.

The superintendent will develop and maintain a plan specifying procedures to be used in such emergencies as disorderly conduct, unlawful assembly, disturbances at school activities, natural disasters, fire, illness or injury of a student or staff member, and safety threats on district property. The superintendent will consult with community and county agencies while developing this plan.

The district's Emergency Procedures Plan will meet the standards of the State Board of Education.

Copies of the Emergency Procedures Plan will be available in every school office and other strategic locations throughout the district. Parents will be informed of the district's plan for the care of students during an emergency situation. The Board may use Oregon Revised Statute (ORS) 192.660(2)(k) to conduct an executive session to consider matters related to school safety or a plan that responds to safety threats made toward a school in the district.

[In the case of long-term disruption to district operations as a result of a pandemic flu, declared public health emergency or other catastrophe, the district emergency plan shall at a minimum include the following:

1. Who is in charge of the district plan;
2. What steps the district will take to stop the spread of disease;
3. How sick students will be identified;
4. Transportation plan for sick students;
5. Disease containment measures for the district;
6. Communication plan for staff, students and parents;
7. Continuing education plan for students;
8. Procedures for dealing with student privacy rights;
9. Employee leave procedures during a pandemic flu or other catastrophe;
10. Employee pay and benefit plan and procedures;

11. Facility utilization by other agencies procedures;

12. Business operations plan for offsite operation or alternative measures.]

END OF POLICY

Legal Reference(s):

ORS 192.660(2)(k)
ORS 332.107
ORS 433.260
ORS 433.441
OAR 437-002-0161
OAR 581-022-2030(3)(c)
OAR 581-022-2220
OAR 581-022-2225

DELETE

OSBA Model Sample Policy

Code: EBC
Adopted:

Emergency Plan and First Aid**

{Highly recommended policy. This policy informs districts about requirement for an emergency procedures plan (OAR 581-022-2225), and other minimum standards for providing emergency care to students.}

The district will maintain a comprehensive safety program for all employees and students. This program will include a plan for responding to emergency situations. The superintendent will consult with community and county agencies while developing this plan. The district's emergency plan will meet any requirements of the State Board of Education.

Copies of the emergency plan will be available in every school office and other strategic locations throughout the district. Parents or guardians will be informed of the district's plan.

In each district facility, procedures for handling health emergencies will be established and made known to staff. Each district facility and district vehicle will be equipped with appropriate first-aid supplies and equipment. All employees are expected to know where first-aid supplies and equipment are kept in their work areas.

Each school in the district shall have, at a minimum, at least one staff member with a current first-aid/CPR/AED card for every 60 students enrolled and who are trained annually on the district and building emergency plans. Emergency planning will include the presence of at least one staff member with a current first-aid/CPR/AED card for every 60 students for school-sponsored activities where students are present.

The district shall provide instruction to staff and students in the emergency plan and safety program.

END OF POLICY

Legal Reference(s):

ORS 30.800
ORS 192.660(2)(k)
ORS 332.107
ORS 433.260
ORS 433.441

OAR 437-002-0042
OAR 437-002-0120 - 0139
OAR 437-002-0161
OAR 437-002-0360
OAR 437-002-0377
OAR 581-022-2030(3)(c)

OAR 581-022-2220
OAR 581-022-2225
OAR 581-053-0003(40)
OAR 581-053-0220(3)(e)(B)(iii)
OAR 581-053-0320(5)(b)
OAR 581-053-0420(2)(f)(B)

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

OSBA Model Sample Policy

Code: EBCA
Adopted:

Safety Threats**

{Required policy. Requirement for policy comes from ORS 339.324 which outlines actions of a school district when a safety threat action has occurred.}

"Safety threat action" means a lockdown, lockout, shelter in place or evacuation that: (a) is initiated by a school in response to a safety threat; and (b) is not a planned drill.

When a school or the district initiates a safety threat action, the school or district shall issue an electronic communication as expediently as possible and not later than 24 hours after initiation of the safety threat action. The communication will be issued in culturally appropriate languages to effectively communicate with parents and guardians of students attending the school at which the safety threat action occurred.

The communication must include:

1. A general description of the issue that caused the safety threat action to be taken;

2. The duration of time the safety threat action was taken, from when the action was initiated until when it concluded;

3. Actions taken by the school or district to resolve the situation that caused the safety threat action and actions taken to protect student safety; and

4. An explanation of how the situation was resolved.

The communication shall be provided in a manner which communicates relevant facts and details as may be necessary or useful for parents and guardians to understand any potential threats to student safety, and to assist parents and guardians in helping students understand and mentally process the incident and any resulting trauma.

A communication will also be issued to employees of the school at which the safety threat action occurred, and must include the same information as above and any additional information as may be permitted by relevant confidentiality and privacy requirements.

The Board may use Oregon Revised Statute (ORS) 192.660(2)(k) to conduct an executive session to consider matters related to school safety or a plan that responds to safety threats made toward a school in the district.

END OF POLICY

Legal Reference(s):

ORS 192.660(2)(k) ORS 332.107 ORS 339.324

Lincoln County School District

Code: **JHCCF**
Adopted: 6/14/16 (Effective 7/01/16)

Pediculosis (Head Lice)

(Excludes students with live lice only. Allows attendance of students with nits.)

The Board recognizes that district programs should be conducted in a manner that protects and enhances student and employee health and is consistent with recognized health practices. Consequently, in order to prevent the spread of pediculosis (head lice) in the school setting, district staff shall institute guidelines for classrooms that will assist in the prevention and spread of head lice. Students with suspected cases of lice will be referred to the school nurse or designee for assessment. Students found with live lice will be sent home at the end of the day with information materials and a "lice kit" to aid with elimination of the live lice. Students sent home from school will be readmitted after parents have notified the school that treatment has occurred. Students found with nits (lice eggs) only will not be excluded, but will be subject to periodic checks to confirm continuing absence of live lice.

Successful treatment of head lice requires a coordinated approach as recommended by health authorities. It is the district's intent to aid in eliminating the current infestation, and to prevent a repeat episode.

The superintendent will develop administrative regulations, as necessary, to implement this policy.

END OF POLICY

Legal Reference(s):

ORS 433.255
ORS 433.260

OAR 333-019-0010
OAR 437-002-0360
OAR 581-022-0705

National Association of School Nurses, Pediculosis Management in the School Setting: Position Statement Revised 2011.
American Academy of Pediatrics: Position Statement on Head Lice 8-1-2012.
Centers for Disease Control and Prevention Head Lice Information for Schools 2011.

Delete policy & AR & replace with OSBA JHCCF standalone (NO AR)

No rush

Lincoln County School District

Code: **JHCCF-AR**
Revised/Reviewed: 6/14/16 (Effective 7/01/16)

Pediculosis (Head Lice)

(Excludes students with live lice only. Allows attendance of students with nits.)

As provided by Oregon Administrative Rule (OAR) 333-019-0010, students found to have contracted head lice will be excluded from school at the discretion of the local school or health district. The presence of nits (lice eggs) only is not considered excludable.

Information about head lice shall be sent home to all parents/guardians at the beginning of the school year and may be sent home periodically throughout the school year.

Staff shall maintain the privacy of students identified as having head lice.

School employees who find a student they believe to have contracted head lice, will be subject to the following procedure:

1. School employees shall report all suspected cases of head lice to the school nurse or designee;

2. The school nurse or designee shall examine the student;

3. If live (crawling) lice are found on the hair, the parent/guardian shall be notified by the end of the day via phone, email and/or a note sent home with the student, along with information materials and a "lice kit". The school nurse or designee may notify parents/guardians in the affected classroom to encourage them to check their children and to treat, if appropriate, and/or examine other students most likely to have direct head to head contact with the affected student;

4. The parent/guardian of the affected student shall be provided information on the methods to eliminate infestation. Treatment information, district policy requirements and readmittance provisions will be provided to the parent.

   Parents/guardians will be encouraged to verify treatment with the school nurse or designee as soon as possible after notification. If the parent/guardian is unable to afford treatment, the student will be referred to the district nurse.

   Following treatment, the parents/guardians are encouraged to notify the school of their student's condition so that appropriate preventative measures may be implemented at school;

5. Following treatment the student will be readmitted to school;

6. Parents will notify the school that treatment has occurred;

7. The student will be subject to screening by designated personnel to determine the treatment's effectiveness. The student will be readmitted to school or denied admittance, as appropriate. The

OSBA Model Sample Policy

Code: JHCCF
Adopted:

Okay as is

Pediculosis (Head Lice)

~~(Version 3)~~

~~(A student with nits and/or infested with live lice will be allowed to remain in school.)~~

{Optional policy.}

A student with a suspected case of head lice may be referred to designated trained staff for a screening. The screening will be done in a confidential manner by trained personnel.

School personnel will notify the parent or guardian of a student found with head lice and may provide information on ~~appropriate~~ treatment. The student will be allowed to remain in school.

~~The suggested school measures for head lice control, as provided in *Head Lice Guidance* published by the Oregon Department of Education and the Oregon Health Authority, Public Health Division,[1] shall be followed.~~

[Suggested school measures for head lice provided in *Communicable Disease Guidance for Schools* issued by the Oregon Department of Education and Oregon Health Authority will be consulted.]

END OF POLICY

Legal Reference(s):

ORS 332.107

~~NATIONAL ASSOCIATION OF SCHOOL NURSES, *Pediculosis Management in the School Setting*, (POSITION STATEMENT REVISED 2016).~~
~~THE AMERICAN ACADEMY OF PEDIATRICS, , (MAY, 2015).~~
~~CENTERS FOR DISEASE CONTROL AND PREVENTION, (2015).~~
~~OREGON DEPARTMENT OF EDUCATION, *Head Lice Guidance*.~~

~~[1] http://www.oregon.gov/ode/students-and-family/healthsafety/Pages/Student-Health-Conditions.aspx~~

Lincoln County School District

Code: **KBA-AR**
Revised/Reviewed: 6/14/16 (Effective 7/01/16); 5/08/18

Public Records

Replace with revised attached.

In compliance with Oregon law the following guidelines apply to the dissemination, inspection and examination of the public records of the district:

1. A public records request shall be submitted in writing through the superintendent's office at 459 SW Coast Hwy., Newport, OR 97365.

2. Upon receipt of a written request, the district shall respond within five business days[1] acknowledging receipt of the request or completing[2] the district's response to the request. If the district provides an acknowledgment of the request, it must:

   a. Confirm that the district is the custodian of the requested record;
   b. Inform the requester that the district is not the custodian of the requested record; or
   c. Notify the requester that the district is uncertain whether the district is the custodian of the requested record.

3. If the district is the custodian of the requested record, as soon as reasonably possible but not later than 10 business days after the date the district is required to acknowledge receipt of the request as described above, the district shall:

   a. Complete its response to the public records request. If the district determines that a record is exempt from public disclosure, the district will include a statement to that effect and that the requester may appeal the decision pursuant to state law; or
   b. Provide a written statement that the district is still processing the request and a reasonable estimated date by which the district expects to complete its response based on the information currently available.

4. The time periods, established by Oregon law and identified above in Section 2 or 3, will not apply to the district if compliance would be impracticable because:

   a. The staff or volunteers[3] necessary to complete a response to the public records request are unavailable;
   b. Compliance would demonstrably impede the district's ability to perform other necessary services; or

---

[1]"Business day" means a day other than Saturday, Sunday or a legal holiday, and on which at least one paid employee of the district is scheduled to and does report to work. Business day does not include any day on which the central administration offices of the district are closed.

[2]The district response to a public records request will be considered complete when it complies with criteria in Oregon law (ORS 192.329).

[3]Staff member or volunteers who are on leave or are not scheduled to work are considered to be unavailable.

OSBA Model Sample Policy

Code: KBA-AR
Revised/Reviewed:

No Rush

Public Records Request

{Highly recommended administrative regulation}

In compliance with Oregon law the following guidelines apply to the dissemination, inspection and examination of the public records of the district:

1. A public records request shall be submitted in writing through the [district office][1] at [address] to [~~(~~ ~~)~~ ~~name of~~ superintendent or ~~other designee~~]. 1212 NE Fogarty St. Newport, OR 97365 Susan ~~Schuyteman~~ Schuyteman, Majalise Tolan, ~~the~~ communications specialist.

2. Upon receipt of a written request, the district shall respond within five business days[2] acknowledging receipt of the request or completing[3] the district's response to the request.

   If the district provides an acknowledgment of the request, it must:

   a. Confirm that the district is the custodian of the requested record;
   b. Inform the requester that the district is not the custodian of the requested record; or
   c. Notify the requester that the district is uncertain whether the district is the custodian of the requested record.

3. If the district is the custodian of the requested record, as soon as reasonably possible but not later than 10 business days after the date the district is required to acknowledge receipt of the request as described above, the district shall:

   a. Complete its response to the public records request in accordance with ORS 192.329(2). If the district determines that a record is exempt from public disclosure, the district will include a statement to that effect and that the requester may appeal the decision pursuant to state law; or
   b. Provide a written statement that the district is still processing the request and a reasonable estimated date by which the district expects to complete its response based on the information currently available.

4. The time periods, established by Oregon law and identified above in Section 2 or 3, will not apply to the district if compliance would be impracticable because:

---

[1] {ORS 192.324(7) requires the a public body to include the name of one or more individuals to whom a public records request may be sent, with addresses, in written procedures. If the district does not have other written procedures which includes this required designation besides a KBA-AR, add the required name(s) here per ORS 192.324(7).}

[2] "Business day" means a day other than Saturday, Sunday or a legal holiday, and on which at least one paid employee of the district is scheduled to and does report to work. Business day does not include any day on which the central administration offices of the district are closed.

[3] The district response to a public records request will be considered complete when it complies with criteria in Oregon law (ORS 192.329).

a. The staff or volunteers[4] necessary to complete a response to the public records request are unavailable;
b. Compliance would demonstrably impede the district's ability to perform other necessary services; or
c. Of the volume of the public records request being simultaneously processed by the district.

In these situations, the district shall, as soon as practicable and without unreasonable delay, acknowledge a public records request and complete the response to the request.

5. The district may request additional information or clarification from the requester for the purpose of expediting the district's response to the request as permitted by law. If the district requests additional information or clarification, in good faith, the obligation to complete the request is suspended until the requester provides the requested information or clarification or affirmatively declines to provide the information or clarification. If the requester fails to respond within 60 days to a good faith request from the district for information or clarification, the district shall close the request.

6. If a copy of a public record is requested, the district will provide a single copy. If a request to inspect a public record is made and the record is maintained in a machine readable or electronic form, the custodian shall provide the record in the form requested, if available. If the public record is not available in the form requested, it will be made available in the form the record is maintained.

7. If a person who is a party to a civil judicial proceeding to which the district is a party or who has filed notice under Oregon Revised Statute (ORS) 30.275(5)(a) asks to inspect or to receive a copy of a public record that the person knows relates to the proceeding or notice, the individual must submit the request in writing to the designated custodian of district records and at the same time to the district's attorney.

8. Information will be made available to individuals with disabilities in an accessible format upon request and advance notice. Auxiliary aids and services available to qualified persons with disabilities may include large print, Braille, audio recordings, readers, assistance in locating materials or other equally effective accommodations.

9. Where the labor effort exceeds {30 minutes} labor, material and out-of-pocket charges will be ~~reimbursed to the district~~charged to the requester. ~~Labor will be calculated at the hourly rate of the employee affected. Materials and out-of-pocket charges will be reimbursed at the established rate of [$.25 per page].~~

{[5]}Costs will be as follows:

a. Clerical time: $40 per hour;
b. Administrator time: $90 per hour;
c. Attorney time: $300 per hour;

[4] Staff member or volunteers who are on leave or are not scheduled to work are considered to be unavailable.

[5] {ORS 192.324(7) requires the public body to include "the amounts of and the manner of calculating fees that the public body charges for responding to requests of public records." If the district does not have other written procedures which include this required information besides a KBA-AR, add this information here. Dollar amounts should be reviewed to reflect actual district costs.}

d. Printing: $0.25 per page.

Auxiliary aids and services for qualified persons with disabilities will be available at no additional charge.

If the district has informed the requester of a permitted fee, the obligation of the district to complete its response to the request is suspended until the fee has been received by the district. If the requester fails to pay the fee within 60 days of the date they were informed of the fee or fails to pay the fee within 60 days of the date on which the district informed them of the denial of the fee waiver, the district shall close the request.

OSBA Model Sample Policy

Code: LBEA
Adopted:

Resident Student Denial for Virtual Public Charter School Attendance**

{Conditionally Required. This policy is required if the district plans to deny enrollment of a student to attend a virtual public charter school. OAR 581-026-0007}

~~The district will annually calculate the percentage of the number of students residing in the district, who are enrolled in a virtual public charter school not sponsored by the district. When the established percentage is more than three percent, the district will not approve additional students enrollment to a virtual public charter school, subject to the requirements in Oregon Administrative Rule (OAR) 581-026-0305(2).~~

The district is not required to approve a transfer of a resident student, when more than three percent of the students residing in the district are attending a virtual public charter school not sponsored by the district. The district will semiannually, by [October 1 and April 1], calculate the percentage of students residing in the district, who are attending a virtual public charter school not sponsored by the district. When the established percentage is more than three percent, the district will not approve additional students enrollment to such a virtual public charter school.

~~The district may send a notice of approval or disapproval to a parent of a student who has sent a notice to the district of intent to enroll the student in a virtual public charter school not sponsored by the district (See OAR 581-026-0305(3)). The district may respond with an approval or disapproval to a parent within 14 days of receipt of the notice from the parent.~~

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

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

1. The percentage of students in the district that attend virtual public charter schools that are not sponsored by the district, based on recent calculations;

2. The right to appeal the decision to the State Board of Education;

3. A list of two or more other online options available to the student; and

4. A copy of OAR 581-026-0305 and OAR 581-026-0310.

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

1. The number of students residing in the district enrolled in the schools within the district;

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

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

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

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

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

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

END OF POLICY

Legal Reference(s):

ORS 332.107
ORS 338.125

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

House Bill 3204 (2023).

OREGON SCHOOL BOARDS ASSOCIATION
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Policy Update

April 2024 Vol. 69 No. 2 sch

Watch for information coming soon for a ***Policy Update*** **webinar.**

Summer Board Conference
August 9–11, 2024
Salem, OR

Annual Convention
Nov. 7-9, 2024
Portland, OR

Policy Update is a subscription publication of the Oregon School Boards Association

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DJCA-AR – Personal Service Contracts, Delete
EBBA – First Aid**, Delete
EBBA – Student Health Services**, Highly Recommended, *New*
EBBA-AR – First Aid - Infection Control, Delete
EBBAA – Infection Control and Bloodborne Pathogens, Optional
EBBB – Injury or Illness Reports, Required
EBC – Emergency Plan and First Aid**, Highly Recommended, *New*
EBC/EBCA – Emergency Procedures and Disaster Plans, Delete
EBCA – Safety Threats**, Required, *New*
EBCB – Emergency Procedure Drills and Instruction, Highly Recommended
GBEB – Communicable Diseases in Schools, Highly Recommended
GBEB-AR – Communicable Diseases in Schools, Highly Recommended
GBEBA – Staff – HIV, AIDS, and HBV, Delete
GBN/JBA – Sexual Harassment, Required
GBNAB/JHFE – Suspected Abuse of a Child Reporting Requirements**, Required
GBNAB/JHFE-AR(1) – Reporting of Suspected Abuse of a Child, Required
GBNAB/JHFE-AR(2) – Abuse of a Child Investigations Conducted on District Premises, Highly Recommended, (no updates)
GCDA/GDDA – Criminal Records Checks and Fingerprinting *, Delete
GCDA/GDDA – Criminal Records Checks and Fingerprinting *, Required, *New*
GCDA/GDDA-AR – Criminal Records Checks and Fingerprinting, Delete
IGBAF – Special Education – Individualized Education Program (IEP)**, Required
IGBAF-AR – Special Education: Individualized Education Program (IEP)**/*, Required

This publication is designed to provide accurate and authoritative information regarding the subject matter covered. It is furnished with the understanding that policies should be reviewed by the district's legal counsel.

IGBAG – Special Education – Procedural Safeguards**, Required
JBA/GBN – Sexual Harassment, Required
JBAA – Section 504 – Students**, V*ersion 1 and 2*, Highly Recommended
JBAA-AR – Section 504 – Students**/*, Highly Recommended
JEA – Compulsory Attendance**, Highly Recommended
JEA-AR – Compulsory Attendance Notices[and Citations]**, Highly Recommended
JGA – Corporal Punishment**, Optional
JGAB – Use of Restraint or Seclusion**, Required
JGAB-AR – Use of Restraint or Seclusion**, Required
JH – Student Welfare**, Optional
JHC – Student Health Services and Requirements**, Delete (in lieu of new EBBA)
JHCA/JHCB – Immunization and School Sports Participation**, Highly Recommended
JHCC – Communicable Diseases - Students, Delete
JHCC-AR – Communicable Diseases - Students, Delete
JHCCA – Students - HIV, HBV and AIDS**, Delete
JHCCF – Pediculosis (Head Lice), *Version 1*, Delete
JHCCF – Pediculosis (Head Lice), *Version 2*, Delete
JHCCF – Pediculosis (Head Lice), was *Version 3*, now stand-alone, Optional
JHCCF-AR – Pediculosis (Head Lice), *Version 1*, Delete
JHCCF-AR – Pediculosis (Head Lice), *Version 2*, Delete
JHFE/GBNAB – Suspected Abuse of a Child Reporting Requirements**, Required
JHFE/GBNAB-AR(1) – Reporting of Suspected Abuse of a Child, Required
JHFE/GBNAB-AR(2) – Abuse of a Child Investigations Conducted on District Premises, Highly Recommended, (no updates)
KBA-AR – Public Records Request, Highly Recommended

CIVIL RIGHTS COORDINATOR

Summary

House Bill 2281 (2023), effective January 1, 2024, requires a district school board to designate one or more civil rights coordinators for the district. According to HB 2281, the civil rights coordinator may be an employee of the district or the district may contract with an ESD for the services of a civil rights coordinator.

HB 2281, Section 1 (see page 2 of the bill specifically) outlines the minimum responsibilities of a civil rights coordinator. Of note is the requirement to comply with rules adopted by the State Board of Education so OSBA is watching for news about these rules. Additionally, the bill includes use of the term "discrimination" which is defined further by ORS 659.850 and is used in the new bill. The bill further outlines a requirement for the Department of Education to make training available annually for these coordinators.

Finally, ORS 659.855, which allows the Superintendent of Public Instruction to sanction a public elementary or secondary school program if found in noncompliance with ORS 659.850 and 659.852, has been updated to include noncompliance with ORS 332.505(2) – Civil Rights Coordinator.

The bill can be read in its entirety with the link provided above.

There is no current requirement for language to be added to board policy or administrative regulation. The district may choose to add the proposed language to policy AC – Nondiscrimination. Oregon Administrative Rules from the Oregon State Board of Education are anticipated later this year, which will likely prompt another update to policy.

The district should consider posting notice of the designated civil rights coordinator and contact information together with the notice of nondiscrimination (and other notices) on the district's website.

Collective Bargaining Impact

None

Local District Responsibility

Review the recommendations for policy changes and present them to the board for adoption.

Policy(ies) and AR(s) Impacted by these Revisions

AC – Nondiscrimination, Required

STUDENT REPRESENTATIVE(S) ON THE BOARD

Summary

The practice of installing student representative(s) on local school boards has increased, and therefore a desire for more policy and administrative regulation options has been voiced. OSBA policy services staff present the model policy and administrative regulation published herein as options for establishing a student representative on a local school board. Oregon does not mandate a student representative, it is up to local decision makers.

Collective Bargaining Impact

None

Local District Responsibility

Review the proposed policy and/or administrative regulation to determine whether it is appropriate for the board. The policy requires adoption by the board to enact and the administrative regulation may be submitted to the board for their review. A policy and administrative regulation is recommended, although not required.

Policy(ies) and ARs Impacted by these Revisions

BCBA – Student Representative(s) on the Board, Optional
BCBA-AR – Student Representative(s) on the Board, Optional, *New*

SUPERINTENDENT'S CONTRACT

Summary

With the passage of Senate Bill 283 (2023), the law was revised regarding superintendent contracts to remove mention of laws relevant to education service district boards added by Senate Bill 1521 in 2022 to ORS 332.505.

Collective Bargaining Impact

None

Local District Responsibility

Update policies with the recommended revisions if they are present in the board's policy manual and submit to the board for readoption.

Policy(ies) and ARs Impacted by these Revisions

CB – Superintendent, Highly Recommended
CBC – Superintendent's Contract, Optional

EVALUATION OF THE SUPERINTENDENT AND ADMINISTRATOR(S)

Summary

There are not significant changes to policy on evaluation of the superintendent and administrators. However, it has been included in this update as a reminder to the board to review policy on evaluation of the superintendent to ensure current practice and contract language align, and for the superintendent to review administrator contract language with the same lens. If needed, revise policy language if different terms now apply.

Collective Bargaining Impact

None

Local District Responsibility

If the board has adopted a version of required policy CBG – Evaluation of the Superintendent or CCG – Evaluation of Administrators (as listed herein), take time to review the superintendent and administrator contracts to ensure there is not conflicting language adopted in board policy regarding the regularity of an evaluation. Revise board policy as needed and readopt.

Policy(ies) and ARs Impacted by these Revisions

CBG – Evaluation of the Superintendent, Required
CCG – Evaluation of Administrators, Required

PROCUREMENTS

Summary

OSBA recommends deleting the current versions of DJC – Bidding Requirements, DJC-AR – Exemptions from Competitive Bidding and Special Procurements, DJCA – Personal Service Contracts and DJCA-AR – Personal Service Contracts, and replacing them with the new proposed versions of DJC and DJC-AR. The proposed DJC outlines the procurement requirements for Small Procurement, Intermediate Procurement, Regular Procurement, Emergency Procurement, Sole-Source Procurement and Personal Services Contracts.

Additionally, the proposed policy DJC – Bidding Requirements, reflects the new amounts for the procurement levels passed in House Bill 1047 (2023) and went into effect January 1, 2024. The policy also defines "public improvements" for purposes of the procurement levels, defines "community benefit contract" and the "Construction Manager/General Contractor procurement."

The proposed administrative regulation, DJC-AR – Exemptions from Competitive Bidding and Special Procurements, has been updated and continues to provide guidance for procurements which are exempt from competitive bidding or are special procurements.

Collective Bargaining Impact

None

Local District Responsibility

Revise and readopt highly recommended policy DJC – Bidding Requirements and consider whether to also add optional DJC-AR – Exemptions from Competitive Bidding and Special Procurements.

Policy(ies) and ARs Impacted by these Revisions

DJC – Bidding Requirements (*Versions 1 & 2*), Delete
DJC – Bidding Requirements, Highly recommended, *New*
DJC-AR – Exemptions from Competitive Bidding and Special Procurements, Delete
DJC-AR – Exemptions from Competitive Bidding and Special Procurements, Optional, *New*
DJCA – Personal Service Contracts, Delete
DJCA-AR – Personal Service Contracts, Delete

HEALTH SERVICES

Summary

The State Board of Education adopted revisions to Oregon Administrative Rule (OAR) 581-022-2220 on health services. The changes result in a requirement to develop "a written prevention-oriented health services plan for all students" (OAR 581-022-2220(1)). The plan requirements include a variety of topics, including but not limited to, plan for health care space, communicable disease prevention, communication strategies, health screenings, and hearing, vision and dental screenings.

As a result of these changes there is a list of policies and administrative regulations (AR's), included herein, which have been revised. Recommendations may include to delete or rescind policy or AR, recoding, and reassigning some policy content to a new section or policy of the policy manual.

The entire rule can be accessed here: OAR 581-022-2220. Reach out to the Oregon Department of Education with additional questions regarding plan requirements and/or implementation.

ODE resources and School Health Services include tools to support some requirements.

Collective Bargaining Impact

Review any terms and conditions of an applicable agreement.

Local District Responsibility

Review the recommendations regarding board policy changes and make decisions regarding same. Any policy revisions or recommendation to rescind a policy should be submitted to the board for action. An AR may be submitted to the board for review for either removing or keeping and revising as recommended.

Policy(ies) and ARs Impacted by these Revisions

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

EMERGENCY PROCEDURES, FIRST AID and SAFETY THREATS

Summary

House Bill 3584 was passed in the 2023 legislative session. The bill requires districts to adopt policy language about using electronic communication to notify parents, guardians and employees within 24 hours of a safety threat action that was not a drill. The bill states the communication should be "provided in a manner that communicates relevant facts and details as necessary and useful." (HB 3584, Section 1., (3)(b)) More detail can be found by reading the entire bill.

This update includes a revision of other policies identified herein, resulting from recommendations on reorganization and may include recoding and/or reassigning content to a different policy or policy section.

Collective Bargaining Impact

None

District Responsibility

Review the recommendations regarding board policy changes and make decisions regarding new and updated policy. Any policy revisions, additions or recommendation to rescind a policy should be submitted to the board for action.

Policy(ies) and ARs Impacted by these Revisions

EBC/EBCA – Emergency Procedures and Disaster Plans, Delete
EBC – Emergency Plan and First Aid**, Highly Recommended, *New*
EBCA – Safety Threats**, Required, *New*
EBCB – Emergency Procedure Drills and Instruction, Highly Recommended

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SEXUAL HARASSMENT DEFINITION

Summary

House Bill 2280 (2023 Legislature) modified the definition of sexual harassment affecting schools and has since been followed up with new rule revisions. The revised definition changes the meaning of assault within the sexual harassment context and adds a section describing the meaning of "without consent," which is also a new definition added to the law. When considering these recommended revisions, please review the designated names and positions listed for receiving such reports and amend as needed.

Collective Bargaining Impact

None

Local District Responsibility

Review recommended changes and board-adopt revisions to required policy GBN/JBA (JBA/GBN) – Sexual Harassment, in the board's policy manual.

Policy(ies) and ARs Impacted by these Revisions

GBN/JBA – Sexual Harassment, Required
JBA/GBN – Sexual Harassment, Required

REPORTING CHILD ABUSE

Summary

The Oregon Department of Human Services (DHS) reports the purpose of Senate Bill 231 (2023) was to align state law with the agency's current process for receiving child abuse reporting, through a centralized child abuse reporting system established by DHS. Reports must still be submitted to DHS as directed or to a law enforcement agency.

The form found in **GBNAB/JHFE-AR(2) (JHFE/GBNAB-AR(2))** – Abuse of a Child Investigations Conducted on District Premises, is included for convenience and reference; **no updates were made**.

Collective Bargaining Impact

None

Local District Responsibility

The district should recommend board adoption of revised policy and reissue an updated administrative regulation to the board for review.

Policy(ies) and ARs Impacted by these Revisions

BBF – Board Member Standards of Conduct (*Version 1 or 2*), Highly Recommended
BBFC – Reporting of Suspected Abuse of a Child, Optional
GBNAB/JHFE – Suspected Abuse of a Child Reporting Requirements**, Required
GBNAB/JHFE-AR(1) – Reporting of Suspected Abuse of a Child, Required
GBNAB/JHFE-AR(2) – Abuse of a Child Investigations Conducted on District Premises, Highly Recommended, (no updates)
JHFE/GBNAB – Suspected Abuse of a Child Reporting Requirements**, Required
JHFE/GBNAB-AR(1) – Reporting of Suspected Abuse of a Child, Required
JHFE/GBNAB-AR(2) – Abuse of a Child Investigations Conducted on District Premises, Highly Recommended, (no updates)

FINGERPRINTING

Summary

Newly revised rules regarding fingerprint collection offer the addition of a statewide vendor identified by DAS as an authorized fingerprint collector and removed the option for volunteers to appeal to ODE on a fitness determination issued by ODE. The other resulting changes come from a decision to have a stand-alone board policy.

Collective Bargaining Impact

None

Local District Responsibility

Review the recommended changes and issue them to the board for readoption. To clean up duplicate language, a new version of model policy GCDA/GDDA – Criminal Records Checks and Fingerprinting * has been developed and eliminates the need for an administrative regulation. Consider a complete delete/rescind of the old policy version and adopt the revised version to implement new policy language for GCDA/GDDA, before adopting, refer to the board's existing version for direction on choosing brackets in the new version; make changes to reflect current practices as needed.

Policy(ies) and ARs Impacted by these Revisions

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

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SPECIAL EDUCATION and ABBREVIATED SCHOOL DAY

Summary

Board policy IGBAG – Special Education – Procedural Safeguards** and administrative regulations IGBAF-AR – Special Education – Individualized Education Program (IEP)**/* and JBAA-AR – Section 504 – Students**/* are being updated.

Changes in IGBAF-AR – Special Education: Individualized Education Program (IEP)**/* and JBAA-AR – Section 504 – Students**/* are due to the passage of Senate Bill 756 (2023) which requires district employees who are assigned to work with students who are on an IEP or 504 Plan, be invited to attend the student's IEP meeting or 504 Plan meeting. The section

of the administrative regulation (AR) "Individualized COVID-19 Recovery Services" is deleted since the provision has sunset (see OAR 581-015-2229). IGBAF-AR is also updated to include information regarding abbreviated school days.

Changes in Board policy IGBAG are due to the passage of SB 758 (2023) to add language to the Independent Educational Evaluations section stating parents are entitled to examine their student's record pertaining to identification, evaluation and educational placement, and the provisions of a free appropriate public education (FAPE) and setting a 10 business day timeline.

The legal references to IGBAF – Special Education – Individualized Education Program (IEP**) and JBAA – Section 504 – Students** (version 1 and 2) are updated to add references to the new laws.

Collective Bargaining Impact

Consider impact of requirement that certain staff be allowed to attend IEP and 504 meetings and be compensated for attendance.

District Responsibility

Revise and readopt required Board policy IGBAG – Special Education – Procedural Safeguards**; revise required administrative regulations IGBAF-AR – Special Education – Individualized Education Program (IEP)**/* and JBAA-AR – Section 504 – Students**/* if present in the board's policy manual. Also, update the legal references to IGBAF – Special Education – Individualized Education Program (IEP)** and JBAA – Section 504 – Students** as noted in the documents attached.

Policy(ies) and ARs Impacted by these Revisions

IGBAF – Special Education – Individualized Education Program (IEP)**, Required
IGBAF-AR – Special Education: Individualized Education Program (IEP)**/*, Required
IGBAG – Special Education – Procedural Safeguards**, Required
JBAA – Section 504 – Students**, V*ersion 1 and 2*, Highly Recommended
JBAA-AR – Section 504 – Students**/*, Highly Recommended

COMPULSORY ATTENDANCE AND HOMESCHOOL REQUIREMENTS

Summary

School districts are still required to monitor for nonenrollment and irregular attendance issues and to send related notices in accordance with ORS 339.080, however, as the Oregon Department of Education has recently noticed, citations for compulsory attendance are no longer issued.

However, after collaboration with their ESD about which entity will be responsible for tracking whether any students who are homeschooled have registered with the ESD or are complying with ORS 339.035, a district may choose to issue a citation. After discussion with the ESD, if the district will be responsible for tracking such students, the district may choose to add bracketed language in JEA-AR – Compulsory Attendance Notices[and Citations]**, regarding their actions concerning citations related to violation of homeschool statute (ORS 339.035) for registration and testing. A school district or ESD superintendent may issue a citation for violations of ORS 339.035. Before doing so, there must be specific notice given, as provided by law, and proposed model language is included in JEA-AR.

Additionally, a violation of compulsory attendance law is no longer a Class C violation, however violation of ORS 163.577 (1)(c) (failing to supervise a child) is still a Class A violation.

The model policy and administrative regulation have been revised and updated to reflect changes.

ODE staff anticipates some upcoming changes to the Uniform Citation Form and will communicate as soon as it is available.

Collective Bargaining Impact

None

Local District Responsibility

If the district has highly recommended policy JEA – Compulsory Attendance**, review and adopt revised and updated language resulting from changes to rules, and suggested revisions to highly recommended JEA-AR – Compulsory Attendance Notices[and Citations]** may be made and issued to the board for review.

Policy(ies) and ARs Impacted by these Revisions

JEA – Compulsory Attendance**, Highly Recommended
JEA-AR – Compulsory Attendance Notices[and Citations]**, Highly Recommended

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RESTRAINT OR SECLUSION RECORD AND CORPORAL PUNISHMENT

Summary

The procedures for responding to an incident of restraint or seclusion are found in ORS 339.294 and were amended by Senate Bill 1024 (2023; see Section 3 which begins on page 5 of the SB). These amended procedures are represented in the recommended changes to model administrative regulation, JGAB-AR – Use of Restraint or Seclusion** and policy JGAB – Use of Restraint or Seclusion**. There are several changes to highlight of which two are: 1) addition of immediate notice to the parent or guardian of any existing record, including audio or video, of the incident (which will be preserved in the original format without alternation), and 2) such record shall be reviewed at the debriefing meeting, to which parents shall be invited.

Additional information regarding the preservation and disclosure of such records, which have record retention and disclosure implications, are outlined in the new SB, subsection 9 and 10.

The changes are a result of the adopted language from the bill and related, revised OARs recently adopted by the State Board.

A change to ORS 161.205 on issues of corporal punishment was put into effect by Senate Bill 577; also effective now.

Collective Bargaining Impact

None

Local District Responsibility

The district's responsibility is to update the current board policies and administrative regulation (AR) and comply with the new procedural requirements related to incidents of use of restraint or seclusion. The revised AR should be implemented and submitted to the board for review; recommended policy revisions should be submitted to the board for review and readoption.

Policy(ies) and ARs Impacted by these Revisions

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

HEAD LICE (PEDICULOSIS)

Summary

Guidance on exclusion of students found with head lice has changed in recent years. There is now a consensus from other agencies, i.e., National Association of School Nurses[i], Center for Disease Control and Prevention[ii], Oregon School Nurses Association, which recommends against excluding students with head lice or nits from the classroom. Additionally, a rule, originally found in an Oregon Health Authority rule (OAR 333-019-0010), which allowed schools to create exclusionary practices for head lice, has since been repealed. Refer to *Communicable Disease Guidance for Schools* published by Oregon Health Authority and Oregon Department of Education for instructions on management.

As a result, OSBA is removing versions 1 and 2 of its model policy JHCCF – Pediculosis (Head Lice) and administrative regulations, leaving only what was a third version of the policy JHCCF – Pediculosis (Head Lice), which keeps a student in the classroom. See the *Communicable Disease Guidance for Schools* for more information.

[1] NASN – Head Lice Management in Schools
[11] CDC – Head Lice Information for Schools

Collective Bargaining Impact

None

Local District Responsibility

Review the district's policy regarding management of head lice, if applicable, and update or rescind.

Policy(ies) and ARs Impacted by these Revisions

JHCCF – Pediculosis (Head Lice), *Version 1*, Delete
JHCCF-AR – Pediculosis (Head Lice), *Version 1*, Delete
JHCCF – Pediculosis (Head Lice), *Version 2*, Delete
JHCCF-AR – Pediculosis (Head Lice), *Version 2*, Delete
JHCCF – Pediculosis (Head Lice), was *Version 3*, now stand-alone, Optional

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PUBLIC RECORDS

Summary

The purpose of this summary is to make schools aware of some minor changes to the definition of public records under ORS 192.005, which describes any information generated by the school in course of business "necessary to satisfy the legal, administrative, fiscal, **tribal cultural** or historical policies, requirements or needs of the state agency or political subdivision." (ORS 192.005 (5) as amended by House Bill 2112 (2023)) Other changes made in ORS 192, specifically 192.050 include updating terminology to how terms are used in today's public operations, e.g., analog or digital audio and video tape technology changing to ***audio or video technology*** or ***audio recording and video recording***. Additionally, in ORS 192.060, any records made under ORS 192.040 and 192.050 "shall be properly indexed and **filed so as to facilitate access and retrieval**." (ORS 192.060 as amended by House Bill 2112 (2023)) There are no policy changes resulting from this bill.

However, there are some other implications on appropriate administrative regulation (AR) language which are discussed herein under 'district' below.

Collective Bargaining Impact

None

Local District Responsibility

Review the district's written procedures related to submitting public records requests. If there are separate written procedures made available which name the person or persons, and their address(es), for submitting public records requests, no modifications may be necessary. If the school operates under KBA-AR – Public Records Request, and if the AR does not name the person or persons to which a public records request should be submitted, make the addition using recommended bracketed language included herein and issue a revised AR for implementation and submit to the board for review.

Policy(ies) and ARs Impacted by these Revisions

KBA-AR – Public Records Request, Highly Recommended

ABOUT *POLICY UPDATE*

Policy Update is a subscription newsletter providing a brief discussion of current policy issues of concern to Oregon school districts, education service districts, community colleges, and public charter schools.

Sample model policies reflecting these issues and changes in state and federal law, if applicable, are part of this newsletter. These samples are offered as a starting point for drafting local policy and may be modified to meet particular local needs. They do not replace district legal counsel advice.

To make the best use of *Policy Update*, we suggest you discuss the various issues it presents and use the sample model policies to determine which policies your district should develop or revise, get ideas for what a policy should contain, and as a starting point for editing, modifying and discussing your district's policy position.

If you have questions about *Policy Update*, sample policies or policy in general, call OSBA Policy Services, 800-578-6722 or 503-588-2800.

TRY OUR ONLINE POLICY DEMO

OSBA's online policy service has a demo site for districts interested in a public online policy manual. This service saves time, resources and reams of paper. With one centrally located policy manual updated electronically, you have instant access to current district policies.

Go to policy.osba.org and select "Policy Online Demo." The online manual includes a subscription to *Policy Update* and policy manual maintenance service to help keep policies current.

OSBA offers several options. Contact Policy Services to determine the best option for you, 800-578-6722 or 503-588-2800.

9. Action Items
    9.a. Human Resources
        9.a.1. OSEA Contract

AGREEMENT

BETWEEN

OREGON SCHOOL EMPLOYEES ASSOCIATION CHAPTER 19

AND THE

LINCOLN COUNTY SCHOOL DISTRICT BOARD OF DIRECTORS

LINCOLN COUNTY SCHOOL DISTRICT

A Member's Union OSEA AFT Local 6732

~~JULY 1, 2022 – JUNE 30, 2024~~ July 1, 2024 – June 30, 2026

Include Union's index in the CBA as Appendix C

Article 3 — Association Right and Responsibilities

A. Association Time

Whenever mutually scheduled, Association representatives, elected or appointed, shall be granted time off without loss of pay from their regular school duties to attend local meetings dealing with grievance proceedings and labor negotiations. Whenever possible, such meetings will be scheduled so as not to interfere with normal work duties. The District shall not be obligated to pay overtime compensation due to the provisions of this section.

B. Association Meetings

Any nighttime employee wishing to attend a monthly Chapter meeting will be allowed to attend with the understanding that they make up lost time due to the meeting and the attendance. The employee will notify and will arrange to make up time with their supervisor.

C. Bulletin Boards

The District will provide reasonable space for its employee bulletin boards in each facility for communicating Union business to members of the bargaining unit.

D. Time Release

1. The District will release the Association President, ~~or~~ their designee, or employees that OSEA requests off for Association business. This shall be for trainings, attending conferences, membership drive, etc. The Association will reimburse the District for the full cost of salary and benefits.

2. Upon return from such leave, the employee shall have the right to reinstatement to the same position and work location held prior to the commencement of the release time or, if not feasible, to a substantially similar position without loss of seniority, pay, benefits, or classification.

E. New Member/Non-Member Meetings

~~H.~~ OSEA shall have the right, under ORS.243 Public Employee Rights and Benefits, to schedule meetings lasting at least thirty (30) minutes but not more than (120) minutes with new employees on paid work time with at least twenty-four (24) hour notice to the new employee's supervisor. These meetings shall be attended by a minimum of one (1) designated representative during paid work time with no less

than twenty-four (24) hour notice to the designated representative's supervisor(s). The meeting will take place at the new employee's worksite location unless a different location is agreed upon by the new employee and designated representative(s). No prior notice to the District office regarding the meeting is required. Meeting locations must be approved through established building processes. All employees attending the meeting (the designated representative(s) and the new employee) will have up to (120) minutes of paid work time in which to meet so that they can discuss OSEA related topics without any loss in compensation or benefits.

1. In addition, all bargaining unit employees who are not members of the Association shall, once per school year, upon request to a designated union representative and notification to their supervisor, be permitted to meet with the designated representative during regular work hours, without loss of compensation or benefits to any employee, for up to (30) minutes.

2. The District and Association agree to all the other provisions of ORS.243 Public Employee Rights and Benefits not listed, and the Association will notify the District when it exercises these provisions.

F. **Miscellaneous**

~~C. The District will release the Association President or their designee for Association business. The Association will reimburse the District for the full cost of salary and benefits.~~

~~A.~~ Upon request, the Association will be allowed use of such office equipment as needed to provide duplicating and information to the employees. The Association will pay the reasonable costs of all materials and supplies incidental to such use, and for any repairs, excluding routine maintenance, necessitated as a result of using equipment. **The District shall invoice any such costs to the Union within thirty (30) days of use to receive payment.**

1. **The District agrees that conditions of employment shall be maintained at current standards and practices and agreements shall remain in effect.**

2. **Bargaining unit work performed by the unit shall remain with the unit.**

3. ~~E.~~ Meeting Notices. The District shall provide the Association with the agenda of future meetings of the District Board of directors as soon as practicable following delivery to the school board. The District shall provide the Association with a copy of the official minutes of the Board meetings within fifteen (15) days after the minutes have been approved by the board.

4. ~~G.~~ Mail Facilities, Mail Boxes and Email. The Association shall have the right to use the inter-school mail courier service, school mailboxes and email as it deems necessary and without the approval of building principals or other members of the administration, unless such use is deemed by the administration to overload or put undue cost upon the service or is in violation of the U.S. Postal Service's rules and regulations.

G. Reimbursement of Personal Property Damage

~~F.~~ Reimbursement of Personal Property Damage. The District shall make available a maximum of $2,500.00 per year (non-accumulative) to the Association's Reimbursement Committee for reimbursement of employees' reasonable costs of clothing or eye glasses that have been damaged or destroyed as a result of an assault or injury and any vandalism incidental thereto, if the employee was acting in a reasonable and necessary manner while engaged in an official capacity. This does not include reimbursement for jewelry. At no time will the reimbursement for damaged personal property exceed the amount of the affected employee's deductible. The Association will establish a Reimbursement Committee to determine distribution of the $2,500.00. The Reimbursement Committee will then submit the reimbursement request to the District. The Superintendent may request a signed statement identifying the damaged or destroyed items, and the estimated cost of any claim under this provision.

Article 8 — ~~Personnel~~ Policies

~~Policies~~

A. The District agrees to forward to the Association president any changes in personnel policies. The Association agrees to assist the District in communicating those changes to all bargaining unit members.

B. The District agrees to follow its policies and procedures.

C. The District and Association will propose job classifications and job descriptions to review as needed.

D. The District will offer professional development (conferences, training, seminars, etc.) using a process.

Article 11 — Leaves

A. Sick Leave

1. Definition

Sick leave means absence from duty because of personal illness or injury. Sick leave may also mean absence from duty because of disability caused by pregnancy or childbirth which prevents the employee from working. Sick leave also means absence from work for family illness covered under FMLA/OFLA or the Oregon Sick Leave Law.

2. Eligibility

a. Sick leave shall accrue and be available for employee use on a monthly basis. See eligibility below:

- 10-month employees will be eligible for 11 days per year. 10 days may accrue
- 11-month employees will be eligible for 12 days per year. 11 days may accrue
- 12-month employees will be eligible for 13 days per year. 12 days may accrue

b. Pay for sick leave absence shall be the same as if the employee had worked that day or lesser period of time. Sick leave may be used in increments of fifteen (15) minutes or more. Unused sick leave shall accumulate without limitation.

3. Evidence of Illness

a. The District may require an employee who has been absent due to illness or injury in excess of three (3) consecutive workdays or where there is a pattern of use or suspicion of misuse of illness/sick leave to provide a certificate from the employee's attending physician or practitioner, that the illness or injury prevents the employee from working and that verifies that the employee was ill or injured on the dates indicated.

b. The District shall also retain the ability, after an employee's absence in excess of three (3) consecutive workdays or a pattern of illness/sick leave for illness or injury to require a certificate from the employee's attending physician or practitioner that the employee is fit to resume the employee's duties.

c. The District retains the right to assign a physician of its choice, at the District's expense, to verify illness.

4. **Sick Leave Cashout**

An employee with forty (40) or more sick leave days (at their FTE) can, at their discretion and with notification to the District in May, elect to have five (5) days paid out at their per diem. Such days will be deducted from their eligible PERS sick leave balance.

~~4.~~ 5. Transfer of Sick Leave

New employees to the District who have worked in other Oregon districts or as an employee member of the system while in the service of any public employer shall, after completing thirty (30) working days, be eligible to transfer all unused accumulated sick leave.

a. For retirement purposes, under ORS 332.507, the District will permit an employee who has been employed in other Oregon districts to transfer an unlimited number of days of unused accumulated sick leave.
b. That usable for sick leave purposes shall not exceed seventy-five (75) days of the total transferred, and those must be certified as having been available for sick leave by the most recent public employer.

~~5.~~ 6. Notice of Illness or Injury

a. The employee shall give their supervisor maximum feasible prior notice of their intention to take sick leave.

b. All leaves of absence involving sick leave more than three (3) consecutive workdays must be approved via completion of the Leave of Absence (LOA) form and submitted to Human Resources within one (1) week after the leave.

c. Failure to submit an approved Leave of Absence Request to HR is a violation of this contract.

~~6.~~ 7. Violation of Agreement

Any employee obtaining sick leave benefits by fraud, deceit, or falsified statement shall be subject to disciplinary action, up to and including dismissal.

B. Bereavement Leave

1. Employees shall be allowed five (5) days leave without loss of pay for each death in the immediate family.

2. To avoid undue hardships, this time may be extended, at the discretion of the Superintendent or designee, not to exceed five (5) additional days with pay.

3. Such leave shall not accumulate.

4. Members of the immediate family shall include those outlined within FMLA/OFLA, spouse/domestic partner, (step-) child, (step-) parent, (step-) sister or (step-) brother, sister- or brother-in-law, parent-in-law, son- or daughter-in-law, (step-) grandparent, (step-) grandchild, or any relative or other individual living in the home of the employee subject to the approval of the Superintendent or designee.

5. Bereavement leave provided above shall run concurrently for the allowed use of sick leave for bereavement purposes as provided in ORS 659A.156.

C. Court Appearances

1. Leave of absence for jury duty or for court appearance as a witness, pursuant to subpoena, shall be granted with pay in the amount of the difference between the employee's regular pay and any amount they receive as a juror or witness fee, exclusive of mileage allowance. This leave is not available in any case where the employee or the Association is a complainant against the District unless stated differently within ORS 243.

2. In the case of an appearance as a court witness, leave with pay shall not exceed two (2) days. Such leave shall not accumulate. Additional days may be granted by the Superintendent or designee.

3. The employee shall submit a photocopy of the court's check to the District for the reimbursement of amounts received by him/her for juror or witness fees within a reasonable time after receipt of the same, which in no event shall exceed thirty (30) days.

4. Any appearance as the moving party or a defendant in a court proceeding except in course of duty with the District shall be without pay.

D. Civic Appearance

Leaves of absence in order to meet civic responsibilities may be approved up to one (1) day without pay by the Superintendent or their designee. To obtain approval for such leave from the Superintendent or their designee, the employee must submit a written request in advance showing:

1. how the appearance can benefit the school district and community,

2. how the appearance can benefit the employee by improving their professional performance, and,

3. approval of the building principal/supervisor.

E. Personal Leave

1. An employee may accumulate two (2) days of personal leave with pay, per school year, to a maximum accumulation of five (5) days. A maximum of four (4) paid personal leave days may be taken consecutively.

2. One additional day shall be granted to any employee having used no sick leave during the prior year provided that the employee has been with the District for a minimum of two (2) complete fiscal years.

3. A request for personal leave must be submitted in writing to the employee's principal or immediate supervisor for prior administrative approval as soon as possible and at least one (1) day before taking such leave. Personal Leave may not be used on days designated for training.

4. The District will contact each employee in May who will be over the 5 days with the July or September award. Upon the award of 2 personal days:

   A. Employees may elect to be paid out for the additional hours beyond the 5 days accrual maximum by contract.

   B. Employees may elect to use the days to receive the additional 2 days.

   C. Should employees not select (pay out or take the days) the leave balance will be paid out beyond the 5 days accrual maximum by contract.

~~If an employee has accrued personal leave, that employee may elect in writing to have one (1) personal day paid out on the regularly scheduled June payroll.~~

F. Workers' Compensation

This provision is effective after determination and verification by Workers' Compensation or the Workers' Compensation Board that the employee has sustained a compensable injury as defined by ORS Chapter 656, and beginning with the date Workers' Compensation payments begin.

1. At the employee's option, an employee who sustains an injury or illness compensable by Workers' Compensation Insurance, and who is unable to perform their regular duties, may be compensated in the amount of the

difference between their regular salary and the total of Workers' Compensation Insurance. The difference between these payments and the employee's regular salary shall be charged against the employee's accumulated sick leave, subject to the maximum accumulated.

2. An employee who had their sick leave deducted during the initial three (3) days absence due to an industrial accident/illness shall, following determination made that the claim is compensable, have three (3) days restored to their leave account. If such determination is made after the employee has exhausted all available paid leave, appropriate adjustment shall be made to reflect the inclusion of those three (3) days.

3. An employee who sustains an industrial accident/illness shall have rights to return to service in accordance with ORS 659A.043.

4. The rights accorded herein will not grant the employee any rights beyond those accorded in Article 10 should a bona fide layoff occur.

G. Family Leave

The District acknowledges and will comply with all the provisions of the Federal Family and Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA).

H. Leave for Domestic Violence, Harassment, Sexual Assault or Stalking

The District shall provide leave to eligible employees who are victims of domestic violence, harassment, sexual assault or stalking in accordance with Oregon law. Any employee who requires such leave shall be permitted to use accrued sick or personal leave, and use the established process for requesting leave.

I. Break in Seniority

Employees having accepted District employment outside of the bargaining unit (thus making them a non-bargaining unit member), excluding employees on the recall list, for more than twelve (12) months will not retain seniority. A new seniority date will replace their former seniority date upon their return to the bargaining unit.

J. Leave Without Pay

1. Leave without pay may be obtained for reasons such as health, family emergencies, business matters, and other reasons upon authorization by the Superintendent or designee. Leave without pay shall not exceed twelve (12) weeks unless authorized by the Superintendent.

2. Requests for leaves of up to five (5) workdays will be received and approved or rejected by the employee's supervisor. Requests for more than five (5) days duration and/or accumulation will require approval by the Superintendent or designee. The granting of all leaves without-pay is discretionary with the District.

4. Leave requests shall be made in writing through the Leave of Absence Request (LOA) form and submitted before the leave is taken, and must state the reason for said request, duration of the leave, and expected date of return. Employees granted unpaid leave will not accrue seniority if the leave exceeds thirty (30) working days nor be eligible for District-paid benefits.

5. Upon return from leave the employee shall be returned to their position held prior to the leave if reasonably possible, but if not to a different position in their Position Groupings for which the employee is qualified (to be determined by the District).

6. An employee on leave shall, after thirty (30) calendar days, be allowed to continue insurance benefits provided by the District with the employee paying their own premium for the duration of the leave.

7. If an employee has been granted an unpaid leave of absence under this section and subsequently files for and is granted Unemployment Insurance benefits, their leave shall be terminated as of the effective date of receipt of benefits and shall be considered a resignation from the District.

8. An employee who has been granted an unpaid leave of absence shall be eligible for placement on the recall list as provided herein but only for that period of time which remains after the amount of time involved in the unpaid leave of absence has been subtracted from the allowable eighteen (18) months as authorized herein.

K. Exhaustion of All Benefits

1. An employee who exhausts all benefits, including vacation, overtime or other compensable time, paid or unpaid leave, and who is still medically unable to assume the duties of their position, may be terminated, but will be considered for any position for which the employee applies as long as the employee can perform the essential duties of the position with or without reasonable accommodation.

2. If the individual is later medically able to resume the duties of their position, the individual shall so notify the employer. The employee shall provide the District with complete medical information attesting to the individual's fitness to return to duty. The District reserves the right to obtain a second

medical opinion, at its expense. If it is determined that the individual is fit to return, the District shall offer reemployment to the individual for the first vacant position in the individual's Position Groupings for which the individual has had prior work experience with the District and for which they are qualified at the time of leave.

3. If the individual fails to accept or reject the notification to return to work within five (5) workdays of written receipt of notice the district has no further obligation to the individual.

L. Failure to Obtain Approval

Absence of an employee from duty, including any absence for a single day or a part of a day, which is not authorized by a specific grant of leave of absence under the provisions of this Agreement, shall be deemed to be an unexcused absence without pay and subject to disciplinary action. The disciplinary action may be termination.

M. Failure to Return

An employee who has been granted a leave of absence and who for any reason fails to return to work at the expiration of such leave of absence shall be considered to have resigned, and the position shall thereupon be declared vacated; except and unless the employee, prior to the expiration of the leave of absence, has furnished evidence of inability to return to work by reasons of sickness, physical disability or other reasons deemed legitimate by the Superintendent or designee.

Article 13 — Vacation

A. Eligibility

1. Twelve-month employees shall be entitled to receive paid vacations after the completion of a full year of employment. Paid vacations for employees working less than eight (8) hours a day shall be on a pro-rata basis.

2. Employees who have worked in the District for five (5) or more years will begin accruing eighty (80) hours of vacation immediately upon transfer to a twelve (12) month position. Employees must work four (4) years in a twelve (12) month position before they advance to accruing one hundred twenty (120) hours of vacation per year.

   Vacation accrual will be as follows at the completion of the following years of employment.

   • 1-4 years 80 hours (maximum accrual 120 hours)
   • 5-9 ~~14~~ years 120 hours (maximum accrual 160 hours)
   • 10-14 years 140 hours (maximum accrual of 180 hours)
   • 15 years or more 160 hours (maximum accrual 200 hours)

B. Accumulation

It is the District's responsibility to see that employees take their vacation; however, if for some reason they don't or can't take their earned vacation, in unusual circumstances related to job requirements, the Superintendent or their designee may extend the time for taking earned vacation leave for a period not to exceed two (2) years from the date credited and/or make arrangements to be paid for excess vacation.

C. Accrual

Vacation leave shall not accrue during an unpaid leave of absence of more than thirty (30) days.

D. Excluded Employees

Employees working less than 12 months are not eligible for paid vacation time.

Article 14 — Holidays

A. ~~Twelve (12) Month Employee:~~

The District agrees to grant paid holidays for all ~~twelve (12) month~~ classified employees as follows:

Twelve (12) month Employees

Labor Day
Veterans' Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
Day before or day following Christmas Day (specified by the Superintendent)
New Year's Day
Presidents' Day
Memorial Day
Fourth of July

Eleven (11) month Employees

Labor Day
Veterans' Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
New Year's Day
Presidents' Day
Memorial Day

Less Than Eleven (11) month Employees

Veterans' Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
New Year's Day
Presidents' Day
Memorial Day

~~C.~~A. The District will continue the established practice of paying all School Secretaries and High School/Information Clerks for the Labor Day holiday.

~~D.~~B. When a holiday falls on Sunday, the legal holiday will be Monday. If it falls on Saturday, Friday becomes the legal holiday.

~~B. Employees Who Work Less Than Twelve (12) Months:~~

~~The District agrees to grant paid holidays to employees who work less than twelve (12) but nine (9) months or more as follows:~~

~~Veterans' Day~~
~~Thanksgiving Day~~
~~Friday after Thanksgiving~~
~~Christmas Day~~
~~New Year's Day~~
~~Presidents' Day~~
~~Memorial Day~~

~~E. In order to qualify for the holiday benefit, the employee must be in a paid status on their scheduled workday immediately before the holiday and their scheduled workday immediately following the holiday. (This provision is not intended to add paid holidays to either of the lists set forth in Sections A and B above.)~~

Article 16 — Compensation

A. ~~2022-23~~ 2024-26:

1. The ~~2022-23~~ 2024-26 Classified Salary Schedule, is set forth in Appendix B for each school year. As set forth in Appendix A, the parties have grouped job classifications into Position Groupings.

2. The District shall "pick up," assume, and pay a six percent (6%) employee contribution to the Public Employees Retirement System (PERS) for the bargaining unit members that participate in PERS. Such pickup, or payment of the bargaining unit members' contribution to the system shall continue for the life of this Agreement.

B. Work Calendar

1. All employees are required to annually sign a fiscal year work calendar which serves as the time sheet for average monthly wages.

2. All employees will be paid monthly on a twelve (12)-month schedule. Wages are calculated at an average monthly payment.

3. Should the District and Association agree to biweekly pay periods, each monthly payment shall be divided equally and paid out on the tenth of the month and the twenty-fifth of the month. All deductions shall be equally split in half and deducted from each check.

C. Salary Rate Step Advancement

- Eligible employees who worked the prior year will advance to a higher salary rate step according to Appendix B on July 1 of each year of the Agreement.

- ~~For 2022-23 each employee shall receive a two and one-half percent (2.5%) COLA.~~

- ~~For 2022-23 each employee shall receive one (1) additional step on July 1, 2022, in addition to regular step movement.~~

- ~~The reopener is for salary only for 2023-24.~~

- For 2024-25 each employee shall receive a five and a half percent (5.5%) COLA.

- For 2025-26 each employee shall receive a three and three quarters percent (3.75%) COLA.

- Collapse Ranges 4-5, etc., with the higher of the range as the new range (up through range 21).

- New Ranges are by letter for clarification. (See Appendix A).

- Scale ends at step 25. All steps above twenty-five (25) receive COLA.

- Range 22, 23, 24, and exempt will remain.

D. Overtime

1. If an employee is required by their supervisor or the superintendent or designee to work more than forty (40) hours per week they shall be paid at the rate of one and one-half (1½) times their hourly rate (if budgeted funds are available). If budgeted funds are not available, overtime will be allowed in compensatory time off at not less than one and one-half (1½) times their hourly rate for employment in excess of forty (40) hours per week. The employee may elect, subject to the approval of the supervisor, to take "comp" time in lieu of payment for the overtime hours (computed at one and one-half (1½) times their regular rate). No employee shall be permitted to accrue in excess of eighty (80) hours of compensatory time. All compensatory time must be used prior to the end of the fiscal year or it will be paid out at one and one-half (1½) times the regular rate.

3. If an employee is required by their supervisor or the superintendent or designee to work on a paid holiday, they shall, in addition to the pay for the holiday, be paid at the rate of time and one-half (1½) for all hours worked with a guaranteed minimum of four (4) hours.

4. The District aims to follow the established work calendar and when changes occur, to provide two weeks' notice to employees. However, certain departments, such as Facilities and Maintenance, must have some flexibility in staffing related to materials delivery, timing of inspections, and weather, etc.

5. On weeks where the number of work hours is reduced due to a holiday or non-contract day (not personal), hours worked in excess of the established work calendar will be paid at (one- and one-half times) 1.5 times the employees' regular rate.

~~3.~~6. The District may establish a ten (10) hour day, four (4) day week for any of its positions and if it does so the following shall govern:

a. Overtime will be payable only in excess of forty (40) hours in a week.

E. Grant Writing

1. A member interested in applying for a grant will present a proposal to their building principal or supervisor. The content of the proposal will include the purpose, rationale, and relevancy to the school or district improvement plan. Once mutually agreed upon, the principal or supervisor and employee may present the proposal to the superintendent should they need additional district resources.

2. If any part of the grant has an impact on the collective bargaining agreement, the proposal will be referred to the Association and District.

3. The grant writing person or team will receive one-half (½) of the administrative costs (indirect costs) billed to the grant. Stipend(s) paid and all associated payroll costs shall not exceed one-half of the administrative costs (indirect costs). If the team writes the grant, the team will inform the District how one-half of the administrative (indirect costs), billed to the grant will be distributed among the team. This provides the grants writer(s) with incentive for their time.

4. The employee work process can be carried out in one of two ways, subject to supervisor approval:

   a. The employee does the work of writing the grant on regular time, if permission is given by the supervisor. If the grant is awarded, the employee(s) shall receive additional payment for the work completed of (using the formula specified in 3 above); or

   b. The supervisor, with HR concurrence, may authorize in advance additional work hours at straight time so long as the total hours worked by the employee did not exceed forty (40) hours per week. If it is necessary for the employee to work over forty (40) hours in a week, the supervisor, with HR concurrence may authorize in advance additional work hours paid at the rate of one and one-half (1 ½) times his/her hourly rate. The employee may elect, subject to the approval of the supervisor, to take "comp" time in lieu of payment for the overtime hours (computed at 1½ times). If the grant is awarded, the employee(s) shall receive payment for the work complete of (using the formula specified in 3 above), minus the hourly wages paid for the additional hours worked to complete the grant.

5. Specifically excluded from this provision are all Title grants that routinely fund programs, (i.e., consolidated plan grants, special education, Title funds, block grants, non-competitive grants, etc.).

F. Working Out of Classification

1. Any employee who is required to work in a higher paid position shall be paid at step one on the salary schedule on day one in the salary range for the position to which they have been assigned.

2. Beginning with the 11th consecutive day, they shall be paid at the higher range and at the employee's step.

3. However, while working out of classification, job rights will not accrue.

G. Co-Curricular Activities Compensation

The District has need, from time to time, to provide supervision at some co-curricular activities. While these duties are generally performed, but not required to be performed, by licensed personnel, the District does have needs or the opportunity to utilize classified employees for this work. The District and Association agree that if classified employees are hired to serve as coaches or advisors for other school-approved co-curricular activities, there will be an authorized number of hours and paid no less than the licensed employees for those hours, or the overtime rate if required by law. This does not restrict classified employees from volunteering to supervise and direct a co-curricular activity.

H. Emergency Delays/Closures

- When schools are temporarily closed to students due to any event, such as inclement weather, classified staff shall not be required to report for work. Classified salaries will not be docked for such absences; however, the District reserves the right to make up all lost student contact days and without additional compensation beyond the original number of contracted days.

- When weather conditions force a closure after the start of the school day and classified employees are released early, the rest of their shift will be paid.

3. In cases where the District needs employees to work on site during inclement weather (and it is deemed safe to do so) employees will be paid straight time (according to the contract) and an additional 1.5 times their pay.

(Also see Appendix C - Clarifications (Review)

I. Payroll Deductions

1. Subject to the conditions hereinafter the District agrees to make the following deductions from the salaries of employees:

a. Payment to any financial institution as posted by the District if requested and authorized by the employee.

b. Medical, dental, vision and term life insurance premiums for the employee's family. It is further provided that payroll deductions for medical, dental, vision and term life insurance premiums for the employee's family are subject to any and all procedures established for such deductions by the District.

c. Association dues, tax-sheltered annuities.

J. Fingerprinting

1. Newly hired employees will be charged a fee in an amount not to exceed the actual cost of acquiring and furnishing criminal records information by way of a fingerprinting check as required by the provisions of ORS 326.603. If the newly hired employee requests, the District will withhold the amount from salary amounts otherwise due the employee rather than requiring a lump sum payment.

2. Employees already employed by the District who are required to be fingerprinted and are required to undergo a criminal record check as a result of a job transfer will have the costs of such fingerprinting and the criminal records check paid by the District.

K. Uniforms

Classified special education assistants who are required as part of their job duties to assist children during swimming classes will be reimbursed up to $50.00 per year for swimwear.

L. Per Diem and Mileage Expenses

1. Per diem expenses for District-required trips will be reimbursed at the rate provided by District policy.

2. Mileage for District-required trips will be reimbursed at the rate provided by District policy.

M. LCSD Longevity Stipend

Employees shall receive the following bonus amounts on the following table each June, annually:

25+ years	$~~1,500~~2,000
20-24 years	$1,000
15-19 years	$750

10-14 years $500

Any employee reaching their seniority date, but separates from the District before June, shall receive their prorated bonus on their final paycheck.

N. Final Paychecks

Final paychecks due to resignation will be paid on the next regularly scheduled payday in accordance with ORS 652.140 (5).

O. Asbestos Pay

Whenever classified staff volunteer to work in an asbestos situation, the time recorded should be rounded up to the nearest fifteen (15) minute increment. Staff working in this capacity will be paid at one- and one-half times (1 ½) an hour of their regular rate of pay. All applicable Personal Protective Equipment will be provided by the District at no cost to the employee.

P. Extra Qualification Stipends

In recognition of the time and effort expended and the added benefit to the District, classified employees who obtain or maintain any of the following additional qualifications will receive a stipend in the provided amount:

Fluency in a second language $2,000 (annual)

Q. Bilingual Extra Hours Pay

For employees asked to translate for activities outside of the work calendar, they shall be paid at 1.5 times their regular pay.

Article 18 — Insurance

A. Insurance Premiums

1. The District shall provide a benefits package that includes full-family Medical/Hospitalization, Dental, Vision and employee-only term life and AD&D in the principal amount of $6,000 for each member of the bargaining unit.

2. The District shall contribute up to ~~$1590.39~~ $1,690.39 per month for ~~2022-23~~ 2024-25, $1,740.39 for 2025-26 ~~and $1640.39 for 2023-24~~ for the insurance premium on behalf of each member of the bargaining unit who is employed six (6) hours or more hours per day for full-family Medical and dental insurance:

3. Long-term disability will be part of the fringe benefit package paid by LCSD for the bargaining unit.

4. The District will offer employees dependent-term life coverage as follows:

   a. For the spouse $3,000 and for each dependent $1,000.

   b. The premium for term life and dependent insurance may vary during the term of this Agreement.

B. Medical Plans

1. The current medical insurance carrier is the Oregon Educators Benefits Board (OEBB). Dental, Vision and Life insurance are currently part of the fringe benefit package offered by LCSD to the bargaining unit.

2. The District does not guarantee against unilateral changes in benefits initiated solely by the insurance carriers (companies). In the event of carrier-initiated benefit or program changes during the life of this Agreement, the parties agree to bargain, upon demand under expedited bargaining (ORS 243.698), over potential changes in the carrier.

3. For the terms of this Agreement, the parties will designate OEBB's High-Deductible/HRA compatible plan as the preferred district major medical plan for bargaining unit members.

   a. Members enrolling in this plan for medical insurance coverage shall also be eligible to participate in the District sponsored group HRA account.

b. The purpose of the group HRA is to provide reimbursements to members enrolled in OEBB's high-deductible plan.

c. Group HRA reimbursements are available only for costs that are allowable under OEBB's medical coverage. Specifically, not allowed for reimbursement are copayments for prescriptions, copayments for medical services; over the counter medications or medical supplies.

d. The District will contribute to the group HRA account.

e. The District will assume all financial risk in the event the group HRA does not perform as anticipated. In the event the HRA does not perform as anticipated, the District may consider eliminating the group HRA in subsequent years.

f. All fees, taxes, and premiums will be considered part of the District's maximum contribution.

C. Eligibility

1. It is further agreed that members of the bargaining unit who are employed less than six (6) hours per day will be eligible to participate in these programs with the District paying that portion of the premium as determined on a pro-rata basis, determined by the number of hours worked divided by eight (8) hours.

2. Employees working less than four (4) hours per day or twenty (20) hours per week will be ineligible for insurance benefits.

3. Members of the bargaining unit who were employed by the District on and before January 10, 1992, and who were regularly employed for less than eight (8) hours per day, will continue to receive prorated District contributions based upon the following formula: Four hours or more = 100% contribution; three hours = 75% contribution; two hours = 50% contribution; one hour = 25% contribution; or, any appropriate division thereof depending upon the hours employed. Employees hired after January 10, 1992 who are regularly scheduled to work less than eight (8) hours per day will receive full proration of District contributions as described above.

4. District contributions for benefits will begin on the first day of the month following thirty (30) days of employment.

D. The employee, Association and the District agree that it is the employee's personal responsibility to actively enroll in health benefits during open enrollment or within thirty (30) calendar days upon hire.

1. Enrollment forms and account set-ups for Health Reimbursement Arrangements (HRA) and Health Savings Accounts (HSA) must be completed within thirty (30) calendar days of open enrollment or hire date. If the employee fails to complete the requirements for enrollment or account set-up within this time period, it will be considered an automatic forfeiture of their choice of the benefit until the following open enrollment period.

2. Many personal decisions are involved in open enrollment. It is understood that District staff are not responsible for these decisions. Therefore, it is agreed that the following will be implemented for those employees who don't actively enroll during Open Enrollment; a plan will be chosen for the employee and their dependents at the lowest cost.

E. IRS Section 125: Classified staff may participate in an IRS Section 125 account by appropriate payroll deductions. The plan to be offered will cover approved out-of-pocket healthcare and dependent expenses by way of pre-taxed payroll deductions, as approved by the IRS.

F. Health Savings Accounts (HSA): Those members who selected an HSA compatible insurance plan in 2014-15 will be allowed to continue to elect the individual HSA. This plan will not be available to new members. The district will contribute the difference between the employee's current insurance cap and the composite premium into the employee's HSA account up to the annual allowable annual maximum contribution. All forms and account set-ups must be completed within thirty (30) calendar days of open enrollment or hire date.

G. Medical Opt. Out Option: Bargaining unit members who would otherwise be categorized as "double-covered" and can provide proof of health insurance through a spouse or domestic partner may elect to opt-out of district provided health insurance. Members who elect to opt-out shall receive a district contribution equal to fifty percent (50%) of the employee's current insurance cap into an HRA (Health Reimbursement Arrangement). The District shall retain the remaining fifty percent (50%) in the form of savings. Any member who pursues an opt-out based on proof of coverage through a domestic partner shall be informed prior to the completion of the opt-out that their insurance benefit will be subject to federal taxation. All forms and account set-ups must be completed within thirty (30) days of open enrollment or hire date.

H. Insurance Pool

The District and Association agree to meet between January 1 and May 1 to discuss insurance.

Article 19 — Employee Discipline and Dismissal

A. Permanent Classified Employees

A permanent classified employee is a person who has satisfied the probationary requirements provided for in this Agreement.

B. Discipline of Permanent Classified Employees

1. A permanent classified employee will be disciplined only for just cause.

2. For the purposes of this Agreement, disciplinary actions include only the following: written reprimands, suspensions with or without pay (but not including suspension pending investigations), transfers due to discipline, and dismissal.

C. Suspension - Classified Employees

1. Immediate Suspension With-Pay

a. When an employee's immediate supervisor believes that there is reason for discipline and/or dismissal of an employee, the immediate supervisor of that employee shall have authority to immediately suspend the employee from duty with pay.

b. An employee who is suspended by their immediate supervisor shall have the right to meet with the immediate supervisor or the Superintendent or designee within five (5) workdays of the suspension.

c. Nothing in this subsection relates to the use of paid suspension in the context of progressive discipline.

3. Suspension Without-Pay

a. When an employee has been recommended for dismissal by their supervisor, the Superintendent or designee shall conduct an investigation. If the Superintendent or designee agrees with the supervisor's recommendation for dismissal, the employee may be suspended without pay after review by the Superintendent.

b. Nothing in this subsection relates to the use of unpaid suspension in the context of progressive discipline.

3. A union representative shall be offered by the District, at all stages of the proceedings, to the employee for any discipline or investigatory meeting.

D. Dismissal

1. Dismissal of a classified employee will include notice and a pre-termination hearing with the Superintendent regarding the recommendation for dismissal by the employee's supervisor.

Article 20 — Vacancies

A. Bargaining unit vacancies shall be posted for five (5) workdays.

B. Job vacancy postings will be emailed to all personnel.

C. Job opening notices shall state job title, wage, and location for each available position and minimum position requirements.

D. When a vacancy within the bargaining unit occurs, all qualified applicants, as determined by the District, will be considered.

E. Positions will be filled by the applicant who is judged to be the best qualified by the administration.

F. If a current bargaining unit member and non-bargaining unit member both apply for a vacancy and the District determines each to be equally qualified, the current bargaining unit member will be given preference for the position.

G. Bargaining unit members who believe they have been treated unfairly or want to know what skills they need to work on to become successful in the hiring process may ask for review by the Superintendent or designee once they have been notified. In any case, the Superintendent's decision on the matter is final and is not subject to a grievance or unfair labor practice complaint.

H. An employee interested in a transfer to a position, in the same Range or lower, will fill out a transfer request form and submit it to Human Resources. Employees will be considered in the order in which transfers are received before the position is opened.

Article 24 — Terms of Agreement

A. Duration of Agreement

1. This Agreement shall be effective as of July 1, ~~2022~~ **2024**, and shall continue in effect as written and modified through June 30, ~~2024~~ **2026**.

~~2. There shall be a reopener in the second year of this agreement (2023-2024) for salaries only.~~

3. If after one-hundred and fifty (150) days of bargaining (in accordance with ORS 243.702) the parties fail to reach an agreement, then ORS 243.712 will be followed. If there still isn't an agreement reached then the parties may, upon mutual agreement, move the matter to arbitration, or the District may implement its final proposal and/or the Union may strike.

B. Matters Covered

This instrument contains the full and complete agreement between the Association and the Board on all issues and neither party shall be required, during the term of this Agreement, to negotiate or bargain except as may otherwise be provided for in this Agreement or required by law. This collective bargaining agreement supersedes and replaces all prior agreements on any and all of the subjects covered by this Agreement.

C. Negotiation of Successor Agreement

The parties agree to meet and begin to discuss a process to enter into collective bargaining for a successor Agreement on or before May 1, ~~2024~~ **2026**.

D. Copies of Agreement

1. There shall be three (3) signed copies of this Agreement for the purpose of records. One shall be retained by the District, one by the Association, and one by the OSEA state office.

2. This Agreement shall be posted on the website within thirty (30) days after the Agreement is signed. This Agreement shall be presented to all members of the bargaining unit through the website.

For the District: Dana DeVries Date: 7/1/24

For the Chapter: _____ Date: _____.

10. Items of Information & Discussion
    10.a. Facilities & Maintenance/Transportation/Food Services
        10.a.1. Facilities Update
    10.b. Board
        10.b.1. Career Tech Timeline Extension

Oregon
Tina Kotek, Governor

OREGON DEPARTMENT OF EDUCATION
Oregon achieves . . . together!

Dr. Charlene Williams
Director of the Department of Education

July 12, 2024

SENT VIA EMAIL
Superintendent Majalise Tolan
Lincoln County School District
1212 NE Fogarty Street
Newport, OR 97365
majalise.tolan@lincoln.k12.or.us

Dear Ms. Tolan:

This letter is in reference to the Lincoln County School District (District) July 10, 2024 request for a charter school application timeline extension. You are requesting a timeline extension concerning the Lincoln City Career Tech High School application (Application) public hearing to be held by the District. According to the District's request, the District determined the Application was complete on July 9, 2024. Following the timeline in ORS 338.055 and OAR 581-026-0055, the District is required to hold a public hearing within 60 days of the completeness determination. Based on the July 9, 2024 date, the District is required to do this by September 7, 2024.

The State Board of Education may grant an extension of any timeline required by ORS 338.055 if the school district has good cause for requesting the extension. ORS 338.055(9); OAR 581-026-0120(3). The State Board has delegated to the Superintendent of Public Instruction or the Superintendent's designee the authority to grant extensions of timelines for the charter approval process under ORS 338.055. OAR 581-026-0125.

You are requesting a timeline extension of ORS 338.055(2), which states: " Within 60 days after receipt of a completed proposal, the school district board shall hold a public hearing on the provisions of the proposal." The request indicates the District will hold a public hearing no later than September 10, 2024 to align with regularly scheduled board meetings.

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After careful consideration, the Department finds that your request for an extension demonstrates good cause. The requested extension is granted. The school district must conduct a public hearing on or before September 10, 2024.

If you have any questions or need further assistance, please contact me at kate.pattison@ode.oregon.gov or 503-580-5749.

Sincerely,



Kate Pattison
Director of School Choice, Options, and Recovery Education
Office of the Director
Oregon Department of Education

cc: Sarah Louise Allen, sarahlouisea@careertech.us
Jason Nelson, jasonn@careertech.us
Kristen Miles, kmiles@osba.org

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10.b.2. Public Comment (This time is reserved for general public comment to the Board)

10.c. Other

10.c.1. Meeting Takeaways

10.c.2. Reminders/Announcements

10.d. Adjournment

Board Goals 2024-2029

GOAL ONE: Lincoln County School District will establish and meet high expectations for student achievement.

GOAL TWO: Lincoln County School District will create equitable, diverse, inclusive, and accessible learning environments across the district within a framework of excellence in education.

GOAL THREE: LCSD will provide for the long term health and welfare of our facilities and finances, focusing on accessibility, technological innovation, and purposeful utilization.

GOAL FOUR: Lincoln County School District will strengthen community relationships through communication and engagement with staff, students, families, and community partners.

Lincoln County School District Equity Team
Land Acknowledgement Statement

We ask that you take a moment to stop what you are doing, to listen to these words as we recognize the land that we currently inhabit. No matter where each of us is physically located in Lincoln County, we must understand that we are on traditional homelands and unceded territories of indigenous peoples. Where we live in Lincoln County, these are the ancestral homelands for the Confederated Tribes of Siletz Indians.

Lincoln County School District acknowledges the Confederated Tribes of Siletz Indians that consists of over 30 bands originating from Northern California to Southern Washington. The Confederated Tribes of Siletz Indians currently occupy and manage 9,310 acres located here in Lincoln County but is a mere fraction of their original 1855 1.1 million-acre Siletz coastal reservation. We must remember the people of the Confederated Tribes of Siletz Indians are and will forever be the first stewards of this land, water, and fish.

We acknowledge and recognize the continued sovereignty of the Confederated Tribes of Siletz Indians and honor their ancestral homelands. We are committed to bringing awareness to their history and the existence of the Confederated Tribes of Siletz Indians since time immemorial.

NON-DISCRIMINATION: Lincoln County Schools do not discriminate nor tolerate discrimination on the basis of an individual's race, color, religion, sex, sexual orientation, national origin, disability, gender identity, marital status or age or because of the race, color, religion, sex, sexual orientation, national origin, disability, gender identity, marital status or age of any other persons with whom the individual associates.