



Oakridge School District #76

47997 W. First St., Oakridge, OR 97463

Phone (541)782-2813, FAX (541)786-2982

www.oakridge.k12.or.us

Oakridge Board of Directors

May 9, 2022

Virtual Meeting

6:00 p.m.

Regular School Board Meeting

- Click the link to join the Zoom Webinar
<https://us02web.zoom.us/j/82001452170?pwd=eTRoc3BVV1VESFg4aVlxQlFSMWN3Zzo9>
- Listen by phone: +1 253 215 8782 Webinar ID: 820 0145 2170 Passcode: 607957

The Board values community engagement and recognizes the importance of public input. Community members are required to sign up for public comment and are encouraged to submit written public comment by noon the day of the scheduled meeting.

Please follow this link to sign up for public comment <https://forms.gle/5Fot1fQEYAWJcwHy5>.

Please submit your public comment to osdcomments@ohswarriors.net.

AGENDA

1. Call Meeting to Order
2. Changes or Additions to the Agenda
3. Announcements and Correspondence
4. Action Items
 - 4.1 Consent Agenda (Action)
5. Information/Reports
 - 5.1 Superintendent Report
 - 5.2 OJSH Report
 - 5.3 Summer School Update
 - 5.4 Credit Recovery Update
6. Unfinished Business
 - 6.1 Policy (2nd Read/Possible Action)
 - AC – Nondiscrimination
 - GBA- Equal Employment Opportunity
 - GBEA – Workplace Harassment
 - IB – Freedom of Expression
 - IGBI – Bilingual Education
 - JB – Equal Educational Opportunity
 - KGBB – Firearms Prohibited
 - (Information)
 - AC-AR – Discrimination Complaint Procedure
7. New Business
 - 7.1 Policy (1st Read)
 - IGBHA – Alternative Education Programs
 - IKF – Graduation Requirements

Superintendent Doland
Principal Ross, Mrs. Bradley
Principal Maher
Mark Osborn

- JFCF – [Hazing,]Harassment, Intimidation, Bullying, [Menacing,]Cyberbullying, Teen Dating Violence, or Domestic Violence – Student
- JFCJ – Weapons in Schools
- GBL – Personnel Records
- GBLA – Disclosure of Information (DELETE)
- IGBB – Talented and Gifted Program

(Information)

- IGBAF-AR – Special Education – Individualized Education Program
- IGBAF-AR – Special Education – Procedural Safeguards

8. Public Comment

(Personnel complaints will not be heard at Regular Board Meetings. Individuals with concerns regarding personnel should follow the Complaint Procedure Policy. Complaint information is available on the District website.)

9. Next Meetings

- Budget Hearing, June 13, 2022, 5:45pm
- Regular Board Meeting, June 13, 2022, 6:00pm

10. Adjourn

The Board of Director meetings of Oakridge School District are held in accordance with Open Meeting Laws and with accessibility requirements. If an individual with a disability needs assistance in order to attend or participate in a meeting or discuss a matter with the superintendent, please call the district office at 782-2813.

Post: 05/05/2022

Start of Consent Agenda

May 09, 2022

1. Meeting Minutes

- Regular Session
 - April 11, 2022

2. Personnel Report

3. March Expenditures

End of Consent Agenda



Oakridge School District #76
47997 W. First St., Oakridge, OR 97463
Phone (541)782-2813, FAX (541)786-2982
www.oakridge.k12.or.us

Oakridge Board of Directors April 11, 2022

Regular School Board Meeting

1. Call Meeting to Order

Present: Chair Martin, Vice Chair Hardy, Director Samuelson, Director Pope, Superintendent Doland, Business Manager Peggy Mahla, Confidential Secretary Jayme Martin.

Director McPherson was absent.

Chair Martin called the Regular Meeting of the Board of Directors to order at 6:00pm. The Board meeting was led in the Pledge of Allegiance and roll call was taken.

2. Changes or Additions to the Agenda

Confidential Secretary Jayme Martin stated the Work Session will be May 2nd not 4th.

3. Announcements and Correspondence

None

4. Action Items

4.1 Consent Agenda (Action)

Vice Chair Hardy moved to approve the consent agenda. Director Pope seconded the motion. The motion passed with all directors voting yes.

5. Information/Reports

5.1 Superintendent Report

Enrollment

	OES	MS	HS	District Total
April 21-22	271	93	132	498
March 21-22	273	94	138	505
Last Year	283	88	144	524
Difference	-2	-1	-6	-7

Cumulative Attendance for the month of March

	Elementary	Junior High	High School
Attending	89%	86%	83%
Excused	205	27	35
Unexcused	189	145	270

Calendar

Jayne Martin shared the majority of the staff wanted the district calendar that had the same Spring Break timeframe as the University of Oregon. The community and parent survey showed the majority wanting Spring Break to remain the same as U of O as well.

Staffing Updates

Superintendent Doland gave information on the current open positions. The career fair was successful in bringing in applicants. Interviews are still ongoing.

ESSER Funds Overview

Superintendent Doland gave an overview of the ESSER Funds. The acceptable uses for ESSER Funds are sanitization, cleaning, distance learning supports, counseling and social emotional support, extended learning, professional development, systems to improve preparedness and response, educational technology (hardware, software, connectivity), summer learning, school facility repairs and improvements to enable operation of schools to reduce risk of virus transmission and exposure to environmental health hazards and support student health needs.

	ESSER I	ESSER II	ESSER III
Award	\$404,488.89	\$2,741,559.94	\$6,161,472.37
Balance	\$90,000	\$605,000	\$5,500,000
Expires	Sept. 30, 2022	Sept. 30, 2023	Sept. 30, 2024

In Person Board Meetings

Superintendent Doland suggested using the High School cafeteria for in person meetings. She is working with the technology director on getting a mobile cart ready with the technology needed to hold meetings in person as well as virtual. She anticipated it would be ready by the May meeting.

5.2 Oakridge Food Pantry

Bev McCulley with the Oakridge Food Pantry presented that their current facility is closing so they have collaborated with the Oakridge School District to open up a drive through food pantry at the Westridge facility. Operations of the Food Pantry is Monday through Thursday, serving clients Tuesday – Thursday 9-1pm with Wednesdays serving from Saint Vincent de Paul.

5.3 Construction Update

John Stapleton with Pivot Architecture presented a construction update on the list of bond projects that have been completed and the ones that may be completed in the future. He also presented a list of added projects that have been completed, are current, or are planned for the future with either bond funds, grants, SIA or ESSER funds.

Jim Mender with McKenzie Commercial spoke about the different processes of the projects that have taken place.

5.4 OES Report

Principal Maher thanked the School Board for visiting the Elementary School. She gave shout outs to EAs Barb Desser, Cailey Jensen and Sarah Willis for reviewing school wide expectations after spring break. She praised the MTSS team and spoke about the contest “if I were Mayor” that the 4th-6th grade classes are working on. She explained “Roars” as part of the behavior data being a positive referral and encourage positive behavior. Behavior Referrals provide opportunities to reteach school wide expectations. The goal is three or less referrals per day. Only 194 behavior referrals have been issued. She explained the data that supported the referral information.

Mr. McGill, 2nd Grade Teacher, explained Bridges Workplace. The Bridges Curriculum reinforces and promote math based learning. He explained the process that takes place prior to teaching Bridges Workplace. The curriculum fosters opportunities to communicate through the workplace application.

Mrs. Howard, 5th Grade Teacher, presented Journeys planning. Teachers have created curriculum maps and unit maps for their reading and writing classes using Journeys to verify they are meeting all of the different state standards. She explained the intricate process of configuring the different standards by deconstructing them, teaching them, and then assessing them using the Journeys curriculum.

6. Unfinished Business

None

7. New Business

7.1 Teacher Appreciation Week (May 2-6) Resolution 22-13 .

*Vice Chair Hardy moved to adopt the Teacher Appreciation Week Resolution.
Director Samuelson seconded the motion. The motion passed with all
directors voting yes.*

7.2 90X30 Proclamation 22-14

Vice Chair Hardy stated April is child abuse prevention month and presented the proclamation in support of the cause.

*Director Samuelson moved to adopt 90 X 30 Proclamation. Director Pope
seconded the motion. The motion passed with all directors voting yes.*

7.2 2022-23 Academic Calendar

*Vice Chair Hardy moved to approve the presented 2022-23 academic
calendar. Director Samuelson seconded the motion. The motion passed with
all directors voting yes.*

7.3 Policy

(1st Read)

- **AC – Nondiscrimination**
- **GBA- Equal Employment Opportunity**
- **GBEA – Workplace Harassment**
- **IB – Freedom of Expression**

- **IGBI – Bilingual Education**
- **JB – Equal Educational Opportunity**
- **KGBB – Firearms Prohibited
(Information)**
- **AC-AR – Discrimination Complaint Procedure**

Superintendent Doland read through the presented policies as a 1st read and all policies will be brought back for a second read and possible action at the next board meeting.

8. Public Comment

No public comment.

9. Next Meetings

- **Work Session, May 2, 2022, 5:30pm**
- **Budget Meeting, May 9, 2022, 5:00pm**
- **Regular Board Meeting, May 9, 2022, 6:00pm**

Chair Martin spoke about the OSBA Summer Conference July 8-10.

10. Adjourn

Meeting adjourned at 7:56.

Personnel Report (Action)

May 9, 2022

A. Employee Recommendations

1. Administration

OJSH

- a. Joshua Metzger, Principal 1.0 FTE (Effective 08/01/2022)

OES

- a. Tina Maher, Principal 1.0 FTE (Effective 08/01/2022)

District

- a. Peter Iten, Director of Student Learning and Growth 1.0 FTE (Effective 08/01/2022)

2. Certified

OJSH

- a. Jennifer Caughlin, ELA 1.0 FTE (Effective 8/29/2022)
- b. Amy Bradley, CTE Natural Resources / Art 1.0 FTE (Effective 8/29/2022)
- c. Lelah O'Shaugnessy, Spanish .5 FTE (Effective 8/29/2022)

OES

- a. Keegan Caughlin, 3rd Grade 1.0 FTE (Effective 08/29/2022)
- b. Margaret (Maizie) Smith, Counselor 1.0 FTE (Effective 08/29/2022)
- c. Jerica Moore, PE Teacher, .5 FTE (Effective 8/29/2022)

Review of Expenditures for March 2022

Our total operating budget for 2021-2022 is \$25,061,620

We spent \$863,974 to operate the month of March. That is 3.45% of the total District operating budget. This total includes all expenditures including payroll.

Through March 31, we have encumbered and expended \$5,576,442 from a General Fund budget of \$7,419,932. This represents 75.15% of the General Fund budget.*

Through March 31 we have expended only a total of \$3,665,057 from the General Fund, which represents 49.39%

*Although we are 9 months into the fiscal year, as of March 2022 we have encumbered and expended 75.15% of the General Fund. However, it is important to remember that encumbrances include financial obligations. This primarily involves purchase orders awaiting delivery and unexpended salary through June 30 for licensed staff, i.e. summer checks.

(Source of Information is the Summary Expenditure Status Report)

CHECK	TOTAL	VENDOR
49544	\$ (2,450.00)	HORACE MANN INSURANCE CO
49577	\$ -	LANE ELECTRIC CO-OP
49606	\$ 4,750.00	MOEMENTUM, INC
49607	\$ 864.79	BANNER BANK
49608	\$ 270.50	BANNER BANK
49609	\$ 5,890.18	EMERALD FRUIT/PRODUCE CO
49610	\$ 2,717.00	UMPQUA DAIRY PRODUCTS COMPANY
49611	\$ 70.27	BANNER BANK
49612	\$ 435.78	BANNER BANK
49613	\$ 2,594.59	BANNER BANK
49614	\$ 37.90	BANNER BANK
49615	\$ 582.40	BANNER BANK
49616	\$ 2,799.80	BANNER BANK
49617	\$ 1,907.59	AMAZON
49618	\$ 630.23	CASCADE ATHLETIC SUPPLY
49619	\$ 2,426.99	HOLE IN THE WALL BARBECUE
49620	\$ 6,750.00	MOEMENTUM, INC
49621	\$ 79.96	MUSCIAN'S FRIEND
49622	\$ 26.36	AMAZON
49623	\$ 1,321.27	CENTURYLINK
49624	\$ (31,522.26)	FIRST STUDENT, INC.
49624	\$ 31,522.26	FIRST STUDENT, INC.
49625	\$ 829.52	OSEA
49626	\$ 1,044.00	PSAT/NMSQT
49627	\$ 3,651.06	AMERICAN FIDELITY
49628	\$ 2,008.33	HEALTH EQUITY
49629	\$ 296.62	HEALTH EQUITY
49630	\$ 900.00	MATRIX TRUST COMPANY
49631	\$ 2,100.00	HORACE MANN INSURANCE CO
49632	\$ 111.00	MASA
49633	\$ 351.00	OAKRIDGE TEACHERS ASSOCIATION
49634	\$ 2,087.58	OEA
49635	\$ 200.00	OREGON SAVINGS GROWTH PLAN
49636	\$ 829.52	OSEA
49637	\$ 44.00	OSEA/OAKRIDGE CHAPTER 46
49638	\$ 925.00	THRIVENT FINANCIAL FOR LUTHERANS
49639	\$ 1,275.00	VALIC
49640	\$ 25.67	OSEA
49641	\$ 300.00	THE KINGDOM OF GOLF
49642	\$ 395.00	BAXTER PLUMBING
49643	\$ 194.00	BLUE SPROCKET BROKERAGE, LLC
49644	\$ 3,350.00	BRIDGEWAY HOUSE
49645	\$ 820.00	CASCADE CONSULTING
49646	\$ 315.11	CIT
49647	\$ 40.50	CRIMINAL INFORMATION SERVICES
49648	\$ 108.00	DASH DELIVERY
49649	\$ 1,554.00	EARLY CHILDHOOD - CARES
49650	\$ 9,777.00	EDUCATIONAL EXCELLENCE LLC
49651	\$ 5,093.26	FERRELLGAS
49652	\$ 30,023.59	FIRST STUDENT, INC.
49653	\$ 1,421.03	DAVID GORDON
49654	\$ 186.40	HOME DEPOT CRC
49655	\$ 2,362.66	HOME DEPOT PRO
49656	\$ 175.00	HORACE MANN INSURANCE CO
49657	\$ 1,029.55	HUNGERFORD LAW FIRM
49658	\$ 240.00	HWY58GOLF
49659	\$ 27.48	JERRYS BUILDING MATERIALS
49660	\$ 257.01	KRISTEN ROSENBLUM
49661	\$ -	LANE ELECTRIC CO-OP
49662	\$ 17,357.86	LANE ELECTRIC CO-OP
49663	\$ 5,346.70	LIGNETICS, INC
49664	\$ 950.00	MACDONALD-MILLER
49665	\$ 9.36	TINA MAHER
49666	\$ 56.16	EDWARD E MOONEYHAN

CHECK	TOTAL	VENDOR
49667	\$ 374.40	EDWARD E MOONEYHAN
49668	\$ 23,500.00	CYNTHIA NEACE
49669	\$ 222.09	OAKRIDGE HARDWARE
49670	\$ 1,645.06	OAKRIDGE SANI-HAUL
49671	\$ 2,606.29	CITY OF OAKRIDGE
49672	\$ 2,220.21	OFFICE DEPOT
49673	\$ 891.00	OREGON WATER SERVICES INC
49674	\$ 53.05	OSEA
49675	\$ 437.70	PACIFIC OFFICE AUTOMATION
49676	\$ 208.00	PACIFIC OFFICE AUTOMATION
49677	\$ 1,526.69	PIVOT ARCHITECTURE
49678	\$ 198.55	RETA DOLAND
49679	\$ 120.00	ERIN GARDNER
49680	\$ 25.63	SIERRA SPRINGS
49681	\$ 7,382.92	SYSCO
49682	\$ 3,493.10	TEACHING STRATEGIES
49683	\$ 348.00	THE KEYHOLE LOCKSMITH
49684	\$ 192.84	TIAA BANK
49685	\$ 179.14	TIME WARNER CABLE
49686	\$ 19,406.41	TYREE OIL, INC
49687	\$ 80.04	VERIZON WIRELESS
49688	\$ 331.00	WASHINGTON STATE SUPPORT REGISTRY
49689	\$ 480.00	WESTERN MOBILE STORAGE
49690	\$ 1,033.28	WHITE BIRD CLINIC
88357	\$ 5,976.09	██████████████████
88358	\$ 1,358.75	██████████████████
88359	\$ 1,265.05	██████████████████████████████
88360	\$ 1,200.75	██████████████████
88361	\$ 1,220.88	██████████████████████████████
88362	\$ 1,265.05	██████████████████████████████
88363	\$ 1,165.43	██████████████████████████████
88364	\$ 1,220.88	██████████████████
88365	\$ 1,235.72	██████████████████████████████
88366	\$ 1,165.43	██████████████████████████████
88367	\$ 1,185.72	██████████████████
88368	\$ 1,144.72	██████████████████████████████
88369	\$ 1,340.75	██████████████████████████████
88370	\$ 1,376.75	██████████████████████████████
88371	\$ 1,273.75	██
88372	\$ 1,383.75	██████████████████
88373	\$ 1,235.72	██ ☎██████████████
88374	\$ 1,340.75	██████████████████
88375	\$ 1,271.72	██████████████████████████████
88376	\$ 1,340.75	██████████████████████████████
88377	\$ 1,265.05	☎██████████████████████████████
88378	\$ 1,237.22	██████████████████████████████████████
88379	\$ 1,264.65	██████████████████████████████
88380	\$ 1,265.05	██████████████████
88381	\$ 1,376.75	██████████████████████████████████████
88382	\$ 1,220.88	██ ☎██████████████
88383	\$ 1,383.75	██████████████████████████████████████
88384	\$ 1,358.75	██████████████████████████████████████
88385	\$ 1,265.05	██████████████████████████████
88386	\$ 1,265.05	██████████████████████████████
88387	\$ 1,303.75	██████████████████████████████
88388	\$ 1,340.75	☎██████████████████
88389	\$ 1,220.88	██████████████████████████████
88390	\$ 1,220.88	██████████████████████████████████████
88391	\$ 1,165.43	██ ☎██████████████

CHECK	TOTAL	VENDOR
-------	-------	--------

88392	\$ 1,321.75	XXXXXXXXXXXX
88393	\$ 1,303.75	XXXXXXXXXXXX
88394	\$ 1,383.75	XXXXXXXXXXXX
88395	\$ 1,265.05	XXXXXXXXXXXX
88396	\$ 1,165.43	XXXXXXXXXXXX
88397	\$ 1,340.75	XXXXXXXXXXXX
88398	\$ 1,265.05	XXXXXXXXXXXX
88399	\$ 878.43	XXXXXXXXXXXX
88400	\$ 1,266.75	XXXXXXXXXXXX
88401	\$ 1,165.43	XXXXXXXXXXXX
88402	\$ 1,235.72	XXXXXXXXXXXX
88403	\$ 1,235.72	XXXXXXXXXXXX
88404	\$ 1,165.43	XXXXXXXXXXXX
88405	\$ 1,165.43	XXXXXXXXXXXX
88406	\$ 1,265.05	XXXXXXXXXXXX
88407	\$ 1,303.75	XXXXXXXXXXXX
88408	\$ 1,165.43	XXXXXXXXXXXX
88409	\$ 1,235.72	XXXXXXXXXXXX
88410	\$ 1,265.05	XXXXXXXXXXXX
88411	\$ 1,340.75	XXXXXXXXXXXX
88412	\$ 1,316.88	XXXXXXXXXXXX
88413	\$ 1,319.65	XXXXXXXXXXXX
88414	\$ 1,235.72	XXXXXXXXXXXX
88415	\$ 1,265.05	XXXXXXXXXXXX
88416	\$ 1,383.75	XXXXXXXXXXXX
88417	\$ 1,376.75	XXXXXXXXXXXX
88418	\$ 1,340.75	XXXXXXXXXXXX
88419	\$ 1,358.75	XXXXXXXXXXXX
88420	\$ 1,064.68	XXXX XXXX
88421	\$ 1,316.88	XX XXXXXXXX
88422	\$ 1,303.75	XXXXXXXXXXXX
88423	\$ 1,303.25	XXXXXXXXXXXX
88424	\$ 1,265.05	XXXXXXXXXXXX
88425	\$ 1,316.88	XX XXXXXXXX
88426	\$ 1,303.75	XXXXXXXXXXXX
88427	\$ 1,303.75	XXXXXXXXXXXX
88428	\$ 1,246.75	XXXXXXXXXXXX
88429	\$ 1,340.75	XXXXXXXXXXXX
88430	\$ 1,352.55	XXXXXXXXXXXX
88431	\$ 1,271.72	XXXXXXXXXXXX
88432	\$ 1,165.43	XXXXXXXXXXXX
88433	\$ 1,265.05	XXXXXXXXXXXX
88434	\$ 1,265.05	XXXXXXXXXXXX
88435	\$ 1,165.43	XXXXXXXXXXXX
88436	\$ 1,220.88	XXXXXXXXXXXX
88437	\$ 1,383.75	XXXXXXXXXXXX
88438	\$ 1,303.75	XXXXXXXXXXXX
88439	\$ 1,310.75	XXXXXXXXXXXX
88440	\$ 656.87	XXXXXXXXXXXX
88441	\$ 2,427.31	XXXXXXXXXXXX
88442	\$ 960.74	XXXXXXXXXXXX
88443	\$ 1,286.84	XXXXXXXXXXXX
88444	\$ 2,368.55	XXXXXXXXXXXX
88445	\$ 521.83	XXXXXXXXXXXX
88446	\$ 52.57	XXXXXXXXXXXX
88447	\$ 3,690.94	XXXXXXXXXXXX

CHECK	TOTAL	VENDOR
V17406	\$ 1,026.55	XXXXXXXXXXXXXXXXXXXX
V17407	\$ 188.94	XXXXXXXXXXXXXXXXXXXX
V17408	\$ 2,805.99	XXXXXXXXXXXXXXXXXXXX
V17409	\$ 1,192.45	XXXXXXXXXXXXXXXXXXXX
V17410	\$ 3,579.54	XXXXXXXXXXXXXXXXXXXX
V17411	\$ 1,254.39	XXXXXXXXXXXXXXXXXXXX
V17412	\$ 3,055.78	XXXXXXXXXXXXXXXXXXXX
V17413	\$ 3,181.69	XXXXXXXXXXXXXXXXXXXX
V17414	\$ 2,007.56	XXXXXXXXXXXXXXXXXXXX
V17415	\$ 1,524.53	XXXXXXXXXXXXXXXXXXXX
V17416	\$ 4,255.69	XXXXXXXXXXXXXXXXXXXX
V17417	\$ 1,150.94	XXXXXXXXXXXXXXXXXXXX
V17418	\$ 35.84	XXXXXXXXXXXXXXXXXXXX
V17419	\$ 4,634.94	XXXXXXXXXXXXXXXXXXXX
V17420	\$ 1,257.77	XXXXXXXXXXXXXXXXXXXX
V17421	\$ 7,055.92	XXXXXXXXXXXXXXXXXXXX
V17422	\$ 656.24	XXXXXXXXXXXXXXXXXXXX
V17423	\$ 1,059.39	XXXXXXXXXXXXXXXXXXXX
V17424	\$ 1,246.99	XXXXXXXXXXXXXXXXXXXX
V17425	\$ 1,187.72	XXXXXXXXXXXXXXXXXXXX
V17426	\$ 1,473.55	XXXXXXXXXXXXXXXXXXXX
V17427	\$ 3,594.71	XXXXXXXXXXXXXXXXXXXX
V17428	\$ 2,227.29	XXXXXXXXXXXXXXXXXXXX
V17429	\$ 3,310.57	XXXXXXXXXXXXXXXXXXXX
V17430	\$ 5,903.83	XXXXXXXXXXXXXXXXXXXX
V17431	\$ 1,017.03	XXXXXXXXXXXXXXXXXXXX
V17432	\$ 3,176.45	XXXXXXXXXXXXXXXXXXXX
V17433	\$ 137.09	XXXXXXXXXXXXXXXXXXXX
V17434	\$ 2,413.32	XXXXXXXXXXXXXXXXXXXX
V17435	\$ 40.80	XXXXXXXXXXXXXXXXXXXX
V17436	\$ 256.31	XXXXXXXXXXXXXXXXXXXX
V17437	\$ 1,401.43	XXXXXXXXXXXXXXXXXXXX
V17438	\$ 3,664.70	XXXXXXXXXXXXXXXXXXXX
V17439	\$ 339.65	XXXXXXXXXXXXXXXXXXXX
V17440	\$ 1,623.54	XXXXXXXXXXXXXXXXXXXX
V17441	\$ 3,537.00	XXXXXXXXXXXXXXXXXXXX
V17442	\$ 2,070.51	XXXXXXXXXXXXXXXXXXXX
V17443	\$ 2,434.47	XXXXXXXXXXXXXXXXXXXX
V17444	\$ 5,006.36	XXXXXXXXXXXXXXXXXXXX
V17445	\$ 1,258.46	XXXXXXXXXXXXXXXXXXXX
V17446	\$ 2,837.95	XXXXXXXXXXXXXXXXXXXX
V17447	\$ 787.69	XXXXXXXXXXXXXXXXXXXX
V17448	\$ 2,344.55	XXXXXXXXXXXXXXXXXXXX
V17449	\$ 1,332.32	XXXXXXXXXXXXXXXXXXXX
V17450	\$ 2,037.33	XXXXXXXXXXXXXXXXXXXX
V17451	\$ 1,742.86	XXXXXXXXXXXXXXXXXXXX
V17452	\$ 1,377.15	XXXXXXXXXXXXXXXXXXXX
V17453	\$ 1,396.38	XXXXXXXXXXXXXXXXXXXX
V17454	\$ 4,780.79	XXXXXXXXXXXXXXXXXXXX
V17455	\$ 4,705.17	XXXXXXXXXXXXXXXXXXXX
V17456	\$ 1,207.32	XXXXXXXXXXXXXXXXXXXX
V17457	\$ 3,467.21	XXXXXXXXXXXXXXXXXXXX
V17458	\$ 2,642.68	XXXXXXXXXXXXXXXXXXXX
V17459	\$ 2,100.36	XXXXXXXXXXXXXXXXXXXX
V17460	\$ 3,097.62	XXXXXXXXXXXXXXXXXXXX
V17461	\$ 793.67	XXXXXXXXXXXXXXXXXXXX

CHECK	TOTAL	VENDOR
V17462	\$ 4,620.82	XXXXXXXXXXXX
V17463	\$ 2,947.30	XXXXXXXXXXXX
V17464	\$ 566.78	XXXXXXXXXXXX
V17465	\$ 135.57	XXXXXXXXXXXX
V17466	\$ 4,002.22	XXXXXXXXXXXX
V17467	\$ 2,597.33	XXXXXXXXXXXX #XXXX
V17468	\$ 1,657.21	XXXXXXXXXXXX
V17469	\$ 2,809.99	XXXXXXXXXXXXXXXXXXXX
V17470	\$ 3,638.46	XXXXXXXXXXXX
V17471	\$ 2,775.95	XXXXXXXXXXXX
V17472	\$ 217.73	XXXXXXXX #XXXX
V17473	\$ 3,000.34	XXXXXXXXXXXX
V17474	\$ 1,955.08	XXXXXXXXXXXX
V17475	\$ 300.32	XXXXXXXXXXXXXXXX
V17476	\$ 3,034.52	XXXXXXXXXXXX
V17477	\$ 1,134.34	XXXXXXXXXXXX
V17478	\$ 2,791.25	XXXXXXXXXXXXXXXX
V17479	\$ 1,119.20	XX #XXXXXXX
V17480	\$ 2,994.47	XXXXXXXXXXXXXXXX
V17481	\$ 6,142.08	XXXXXXXXXXXX
V17482	\$ 866.00	XXXXXXXXXXXX #XXXX
V17483	\$ 3,402.40	XXXXXXXXXXXX
V17484	\$ 1,243.01	XXXXXXXXXXXXXXXX
V17485	\$ 3,509.34	XXXXXXXXXXXXXXXX
V17486	\$ 3,224.00	XXXXXXXXXXXX
V17487	\$ 3,495.54	XXXXXXXXXXXX
V17488	\$ 2,950.58	XXXXXXXXXXXXXXXX
V17489	\$ 1,342.55	XXXXXXXXXXXXXXXX
V17490	\$ 1,576.47	XXXXXXXXXXXX
V17491	\$ 4,550.10	XXXXXXXX #XXXXXXXX
V17492	\$ 4,070.50	XXXXXXXX #XXXXXXXX
V17493	\$ 1,840.99	XXXXXXXXXXXX
V17494	\$ 944.40	XXXXXXXXXXXXXXXXXXXX
V17495	\$ 3,358.25	XXXXXXXXXXXX
V17496	\$ 3,783.17	XXXXXXXXXXXX
V17497	\$ 4,231.89	#XXXXXXXXXXXX
V17498	\$ 866.00	#XXXXXXXXXXXX
V17499	\$ 593.78	#XXXXXXXXXXXX
V17500	\$ 2,842.19	#XXXXXXXXXXXX
V17501	\$ 1,424.92	#XXXXXXXXXXXX
V17502	\$ 2,605.30	#XXXXXXXXXXXX
V17503	\$ 749.55	XXXXXXXXXXXX

SUNGARD PENTAMATION
DATE: 05/04/2022
TIME: 08:46:34

SELECTION CRITERIA: orgn.fund='100'
ACCOUNTING PERIOD: 9/22

OAKRIDGE SCHOOL DISTRICT 76
SUMMARY EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTAIL

FUND - 100 - GENERAL FUND

FUNCTION	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
1111	PRIMARY, K-3	1,175,621.00	92,778.41	306,230.36	635,027.06	234,363.58	80.06
1112	INTERMEDIATE PROGRAMS	.00	.00	.00	.00	.00	.00
1121	MIDDLE/JR. HIGH PROGRAMS	180,274.00	16,907.54	66,119.84	134,526.45	-20,372.29	111.30
1131	HIGH SCHOOL PROGRAMS	704,452.00	52,368.11	199,220.86	361,008.41	144,222.73	79.53
1132	HIGH SCHOOL EXTRACURR.	244,643.00	22,097.05	51,974.86	185,486.84	7,181.30	97.06
1140	PRE-KINDERGARTEN PROGRAM	4,205.00	.00	.00	.00	4,205.00	.00
1141	PRE-K	.00	.00	.00	.00	.00	.00
1210	TALENTED AND GIFTED	2,500.00	.00	.00	.00	2,500.00	.00
1221	LEARN CENTERS/STRUC&INTE	1,039,697.00	36,349.91	202,160.21	264,614.52	572,922.27	44.90
1250	LESS RESTRICT.W/DISABILI	.00	.00	.00	.00	.00	.00
1260	EARLY INTERVENTION	3,000.00	.00	.00	.00	3,000.00	.00
1271	REMEDIATION	5,283.00	.00	.00	.00	5,283.00	.00
1272	EDUCATIONALLY DISADVANTA	.00	.00	.00	.00	.00	.00
1280	ALTERNATIVE EDUCATION	159,223.00	10,328.60	39,126.34	65,802.12	54,294.54	65.90
1291	ENGLISH LANGUAGE LEARNER	1,815.00	.00	.00	.00	1,815.00	.00
1299	OTHER PROGRAMS	.00	.00	.00	.00	.00	.00
1460	SPECIAL PROG. SUMMER SCH	14,127.00	.00	.00	2,599.57	11,527.43	18.40
2112	ATTENDANCE SERVICES	141,532.00	6,898.19	17,880.24	61,866.68	61,785.08	56.35
2115	STUDENT SAFETY	15,000.00	.00	.00	.00	15,000.00	.00
2120	GUIDANCE SERVICES	113,366.00	9,674.27	38,753.25	67,047.18	7,565.57	93.33
2130	HEALTH SERVICES	715.00	.00	45.00	402.70	267.30	62.62
2134	NURSE SERVICES	.00	.00	17,494.00	.00	-17,494.00	.00
2150	SPEECH PATHOLOGY/AUDIO	110,981.00	7,820.39	32,027.48	53,675.69	25,277.83	77.22
2160	OTHER STUDENT TREATMT SV	.00	.00	.00	.00	.00	.00
2190	SERV.DIRECTION-STUD.SUPP	.00	.00	.00	.00	.00	.00
2213	CURRICULUM DEVELOPMENT	.00	.00	.00	.00	.00	.00

SUNGARD PENTAMATION
DATE: 05/04/2022
TIME: 08:46:34

SELECTION CRITERIA: orgn.fund='100'
ACCOUNTING PERIOD: 9/22

OAKRIDGE SCHOOL DISTRICT 76
SUMMARY EXPENDITURE STATUS REPORT

PAGE NUMBER: 2
EXPSTAIL

FUND - 100 - GENERAL FUND

FUNCTION	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
2222	LIBRARY/MEDIA CENTER	42,329.00	4,133.50	18,895.18	30,614.08	-7,180.26	116.96
2223	MULTIMEDIA SERVICES	.00	.00	.00	.00	.00	.00
2230	ASSESSMENT AND TESTING	.00	.00	.00	.00	.00	.00
2240	INSTRUCTIONAL STAFF DEVE	19,193.00	.00	.00	.00	19,193.00	.00
2310	BOARD OF ED SERVICES	88,748.00	1,422.10	33,911.90	30,571.38	24,264.72	72.66
2321	OFFICE OF SUPERINTENDENT	343,356.00	24,624.95	55,338.84	248,715.88	39,301.28	88.55
2329	OTHER EXECUTIVE ADMIN	155,818.00	.00	65.00	110,003.78	45,749.22	70.64
2410	OFFICE OF PRINCIPAL SERV	382,966.00	37,618.59	119,769.94	298,230.24	-35,034.18	109.15
2520	FISCAL SERVICES	158,821.00	11,198.43	22,409.48	107,207.05	29,204.47	81.61
2541	SERVICE AREA DIRECTION	.00	.00	.00	.00	.00	.00
2542	CARE,UPKEEP OF BLDGS SVC	905,576.00	80,253.67	319,330.44	572,010.82	14,234.74	98.43
2543	CARE,UPKEEP OF GROUNDS	43,554.00	3,443.21	13,601.16	37,390.67	-7,437.83	117.08
2551	SERVICE AREA DIRECTION	46,972.00	2,842.21	6,243.46	27,324.84	13,403.70	71.46
2552	VEHICLE OPERATION SERVIC	274,672.00	25,035.15	136,356.10	138,279.92	35.98	99.99
2553	REIMBURSABLE FIELD TRIPS	14,249.00	.00	14,249.00	.00	.00	100.00
2554	NON-REIMBURSABLE TRIPS	42,272.00	894.29	29,677.13	12,594.87	.00	100.00
2558	SPECIAL ED TRANSPORT SVC	155,669.00	5,033.82	123,809.57	31,962.70	-103.27	100.07
2633	PUBLIC INFORMATION SVCS	.00	.00	19,029.00	.00	-19,029.00	.00
2660	TECHNOLOGY SERVICES	210,426.00	-41,151.59	27,338.61	135,862.83	47,224.56	77.56
2700	SUPP. RETIREMENT PROGRAM	77,400.00	.00	.00	51,672.00	25,728.00	66.76
3360	WELFARE SERVICES	2,743.00	81.99	328.40	558.31	1,856.29	32.33
3361	WELFARE ACTIVITIES	.00	.00	.00	.00	.00	.00
3390	COMMUNITY SAFETY NET	.00	.00	.00	.00	.00	.00
4000	FACILITIES	10.00	.00	.00	.00	10.00	.00
5110	LONG-TERM DEBT	3,163.00	.00	.00	.00	3,163.00	.00

SUNGARD PENTAMATION
DATE: 05/04/2022
TIME: 08:46:34

SELECTION CRITERIA: orgn.fund='100'
ACCOUNTING PERIOD: 9/22

OAKRIDGE SCHOOL DISTRICT 76
SUMMARY EXPENDITURE STATUS REPORT

PAGE NUMBER: 3
EXPSTAIL

FUND - 100 - GENERAL FUND

FUNCTION	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
5215	BUS REPLACEMENT TRANSFER	136,720.00	.00	.00	.00	136,720.00	.00
5220	FOOD SERVICE TRANSFER	.00	.00	.00	.00	.00	.00
6110	OPERATING CONTINGENCY	398,842.00	.00	.00	.00	398,842.00	.00
7000	UNAPPROP END FUND BALANC	.00	.00	.00	.00	.00	.00
TOTAL	GENERAL FUND	7,419,933.00	410,652.79	1,911,385.65	3,665,056.59	1,843,490.76	75.15
TOTAL REPORT		7,419,933.00	410,652.79	1,911,385.65	3,665,056.59	1,843,490.76	75.15

Oakridge School District

Monthly Enrollment Report 2021-22

	September 2021	October 2021	November 2021	December 2021	January 2022	February 2022	March 2022	April 2022	May 2022	June 2022
--	-------------------	-----------------	------------------	------------------	-----------------	------------------	---------------	---------------	-------------	--------------

Oakridge Elementary School

Kindergarten

K. Caughlin		19				18	17	17	18	
E. Gardner		20				19	20	20	20	
Total Kindergarten	39	39	38	39	39	37	37	37	38	0

Grade 1

Shafor		19				17	17	20	20	
Tharp		19				18	18	18	18	
Total Grade 1 Enrollment	42	38	36	37	36	35	35	38	38	0

Grade 2

Bradbeer		14				14	14	15	14	
McGill		13				15	15	14	16	
Total Grade 2 Enrollment	29	27	28	28	28	29	29	29	30	0

Grade 3

Porter		22				20	19	18	18	
Johnson		19				18	19	20	20	
Total Grade 3	40	41	41	40	42	38	38	38	38	0

Grade 4

Shaw		20				22	22	22	22	
Tysoe		21				20	20	20	19	
Total Grade 4 Enrollment	44	41	44	44	43	42	42	42	41	0

Grade 5

Howard		18				19	19	19	19	
D Gordon		18				17	18	18	17	
Total Grade 5 Enrollment	34	36	37	37	37	36	37	37	36	0

Grade 6

Wilkinson		21				21	21	19	20	
Brisette		21				21	22	21	20	
Total Grade 6 Enrollment	48	42	46	48	47	42	43	40	40	0

OAKS Online Total

	13	12	10	9
--	----	----	----	---

Oakridge Elementary School	276	264	270	273	272	272	273	271	270	0
2020-21 Enrollment	0	288	283	286	288	285	283	283	282	282

Oakridge Junior High

Grade 7 Enrollment	44	47	44	45	45	43	45	43	44	
Grade 8 Enrollment	48	48	48	47	48	47	49	50	50	
	92	95	92	92	93	90	94	93	94	0

Oakridge Junior High School	92	95	92	92	93	90	94	93	94	0
2020-21 Enrollment	0	88	86	87	89	90	87	88	87	87

Oakridge High School

Grade 09 Enrollment	36	33	33	31	31	33	32	33	33	
Grade 10 Enrollment	34	34	34	33	35	34	34	33	33	
Grade 11 Enrollment	42	40	40	42	41	42	43	41	41	
Grade 12 Enrollment	31	28	28	28	29	29	27	25	24	

Oakridge High School	143	135	135	134	136	138	136	132	131	0
2020-21 Enrollment	0	158	157	153	153	149	146	144	140	130

Students Transported out of area on Daily Basis

(Not included in other totals)

2	2	2	2	2	2	2	2	2	2
---	---	---	---	---	---	---	---	---	---

Total District Enrollment 2020-21	513	496	499	501	503	502	505	498	497	0
--	------------	------------	------------	------------	------------	------------	------------	------------	------------	----------

Total District Enrollment 2020-21	0	534	526	526	530	524	516	515	509	499
-----------------------------------	---	-----	-----	-----	-----	-----	-----	-----	-----	-----

CTE Natural Resources / Environmental Sciences and Forestry & Geographic Information Systems (GIS) Electives

Preparation for career and college success
By Amy Bradley

Classes offered at Oakridge Junior-Senior High School

- ***Intro to Forestry - JHS (Currently offered)***
 - Students will study Oregon forests. They will learn the environmental, economic, and social importance of Oregon forests. Students will study the forest ecosystem and learn about forest management. Students will also gain an understanding of their responsibility to Oregon forests.
- ***Introduction to Forestry - HS (Currently offered)***
 - Students will learn about forest harvesting, forest products, forest sustainability, and forest stewardship. Students will use forestry tools, measure trees, and determine how much a tree is worth. Students will explore career options in the forest industry. Some of the lessons for this class will take place outdoors.
- ***Exploring Maps - JHS (New for 2022-2023)***
 - Students will identify parts of a map and understand the function of each part. Students will create their own functional map. Students will learn the different uses of maps including their role in city planning, planning for natural disasters, resource extraction, and recreation.
- ***Mapping Nature - HS (Currently offered)***
 - Students will study mapmaking and map reading skills and see how maps can answer fundamental environmental questions. Students will learn about the different types of maps and how maps are used in navigation. Students will also create 3-D maps, use satellite images, and understanding the importance of mapping during natural disasters.
- ***CTE Natural Resources (Under development)***
- ***CTE Environmental Sciences (Under development)***

CTE Natural Resources & Forestry Elective

Career & College Pathways

- **Forest and Conservation Worker, HS Diploma**
- **Forest Technician, HS Diploma**
- **Harvester Processor Operator (Equipment Operator), HS Diploma**
- **Logging Crew, HS Diploma**
- **Log Truck Driver, HS Diploma**
- **Mill Operation, HS Diploma**
- **Shipping and Sales Coordinator, HS Diploma**
- **Wildland Fire Dispatcher, HS Diploma**
- **Wildland Firefighter, HS Diploma**
- **Field Technician/Service Mechanic, 2-year degree**
- **Forest Engineer, Bachelor's**
- **Field Forester - Bachelor's degree**
- **Forest Manager, Bachelor's**
- **Natural Resource Ecologist, Bachelor's**
- **Natural Resource Manager, Bachelor's**
- **Road and Right-of-way Specialist, Bachelor's**
- **Recreation Unit Manager, Bachelor's**
- **Wildlife biologist, Bachelor's**

CTE Natural Resources

Lane Community College: Career Communities

Associate of Applied Science Degree (AAS)

- Sustainability Coordinator
 - Embed in this program is the potential for students to earn a Geographic Information Science, Certificate of Completion. If students complete GIS 151, GIS 245, and GIS 246 as course selection while earning the Sustainability Coordinator, AAS.
- Water Conservation Technician
- Watershed Science Technician

Certificate of Completion

- Geographic Information Science

Transfer interest area

- Fisheries and Wildlife Science
- Forestry
- Natural Resources

Preparation for the Forestry Career Development Event

The CTE Natural Resources & Forestry Elective classes prepare students for events like the Forestry CDE.

“The Forestry Career Development Event (CDE) requires students to demonstrate their skills in diagnosing forest disorders, managing forests and forest inventory and applying approved silviculture practices. Participation in the event offers students experience relevant to a career choice in forestry and natural resources.”

(Pleasant Hill High School Forestry CDE, 2022)

Forestry CDE tests students on:

- General Forestry Knowledge
- Forest Plant Identification
- Equipment Identification
- Timber cruising for Board Foot Volume
- Forest Management Evaluation - Timber Stand Improvement

Making Education Fun & Interesting

- Hands-on outdoor activities
 - Tree identification
 - Timber cruising
 - Surveying a timber stand
 - Timber thinning planning
 - Silviculture tour
- Service-Learning Projects
 - Forest Stream Monitoring
 - Invasive Species Removal
 - Forest Interpretive Trail
 - Forest Species Living Lab
 - Forest Field Day
 - Tree Planting and Monitoring

School Board

TINA MAHER

MAY 9, 2022

Summer Adventures 2022

- Registration is open both online and paper copies have gone home in our newsletter
- 25 students registered so far
- Extending the hours: 8:00a-1:00pm, Tuesday-Thursday
- Lane Arts Council: Salsa dancing, African dance and drum, and a muralist
- Recreation: Soccer and disc golf
- Other: Fishing/outdoor school, swim lessons, and fiddling

Summer Adventures

Oakridge Elementary School

(Students who have completed)

Kinder-8th

Tues. – Thurs., July 5th-28th

8:30 am-12:30 pm

Recreation

- Disc Golf
- Dance
- Group Games and more!

Hands-On Math

- Making Models
- Games
- Projects
- Mindset Work

Enrichment

- Mural Making
- Drawing
- Robotics

Science

- Observations
- Experiments
- Investigations
- Literature

Lunch Served
Transportation Available

Register Here: <https://forms.gle/nY3wGFhVqE5cLc177>



SCAN ME

Summer Adventures Registration 2022

This is it, the OFFICIAL Registration for the Oakridge School District, Summer Adventures!! Are you ready for Summer Fun and Adventure? Register today for the FREE Summer Adventure Program. Transportation and Lunch are provided as well.

When: July 5- July 28, 2022 8:30 am -12:30 pm. Tuesday, Wednesday & Thursday.

Children who have completed grades K-12 are eligible. Those in grades 9-12 will work on completing credits as needed. Please complete the registration form by May 26. For more information, please call 541-782-3226

Child's First and Last Name

Grade Level Completed in June

Parent's First and Last Name

Daytime Phone Number

Address

Emergency Name and Phone Number

Transportation Needed: Yes No

T-Shirt Size: Youth:	Small	Medium	Large	XL
Adult:	Small	Medium	Large	XL

Any known allergies

Is your child taking any medications and will your student need them while at the school?

May your child be photographed: Yes No

Parent Signature and today's date _____



May 9, 2022 Board Meeting 6.1 Policies (2nd Read / Possible Action)

❖ AC & AC-AR – Nondiscrimination

GENDER IDENTITY & PHYSICAL CHARACTERISTICS ASSOCIATED WITH RACE

Summary

House Bill (HB) 2935 added an aspect to the definition of discrimination in ORS 659.850 for race that includes physical characteristics historically associated with race such as natural hair and hair texture (see new footnote in AC and JB for full language). Another bill, HB 3041, revised the definition of sexual orientation and added a new definition for gender identity to the protected classes. Both of these bills affected change represented in the attached model policies.

A change created by HB 2935 that is not reflected by policy changes but is still important for districts, the bill created additional criteria a school district must ensure when paying fees to a voluntary organization. In addition to the complaint policy requirements imposed on these voluntary organizations in 2019, these policies must now be equity focused. Voluntary organizations must have policies that prohibit discrimination as defined in ORS 659.850, which now includes physical characteristics related to race such as natural hair or hair texture. These equity focused policies must now also permit a student to wear religious clothing when consistent with any safety and health requirements, which will be balanced based on reasonable accommodation needs of participants for a specific activity. Further, the HB adds a provision regarding employer driven dress code or policy, amending ORS 659A.030(5), that they cannot create “a disproportionate adverse impact on members of a protected class to a greater extent than the policy impacts persons generally” (HB 2935, 2021).

Collective Bargaining Impact

None

- ❖ GBA – Equal Employment Opportunity
- ❖ GBEA – Workplace Harassment
- ❖ IB – Freedom of Expression
- ❖ JB – Equal Educational Opportunity

GENDER IDENTITY DEFINITION

Summary

House Bill 3041 (2021) revised the statutory definition of sexual orientation (removed gender identity) and created a new definition for gender identity.

Collective Bargaining Impact

None

❖ IGBI – Bilingual Education

LANGUAGE ARTS AND ESSENTIAL SKILLS

Summary

The 2021 Oregon Legislature updated statute in ORS 329.451 (House Bill 2056) modifying Oregon diploma requirements by changing 'English language arts' to 'language arts' and redefining definitions for language arts, world languages and holocaust and genocide studies. Statute updates to ORS 329.045 made changes to the required characteristics of a school system and to Essential Skills.

Senate Bill 744 (2021) has suspended the requirement for a student to show proficiency in Essential Skills as a condition of receiving a high school diploma for the 2021-2022, 2022-23 or the 2023-2024 school year.

Lastly, there has been two versions of policy for IKF – Graduation Requirements and an AR to accompany version 2. The decision was made to maintain one version of IKF – Graduation Requirements and remove the alternate version (2) and the AR from the model samples, leaving one version of model policy IKF. The designation for IKF – Graduation Requirements has been changed to *conditionally required* because the district is required to adopt policy if the district has established additional credit and/or graduation requirements above the state-adopted graduation requirements for any state described diploma or alternative certificate.

Collective Bargaining Impact

None

❖ KGBB – Firearms Prohibited

FIREARMS

Summary

The 2021 Oregon Legislature passed Senate Bill (SB) 554 which includes amendments to ORS 166.360 and 166.370 and is now effective.

Oregon law has allowed members of the public possessing a concealed carry license to carry firearms on district property in accordance with ORS 166.370(3)(g). SB 554 (2021) created law that now allows districts to prohibit persons with concealed carry licenses from carrying firearms on school grounds by adopting a policy and posting notice at entry points. A person who is properly licensed to carry may still possess the firearm IF the person is not otherwise prohibited from possessing and if it is unloaded and locked in a motor vehicle and in accordance with law.

OSBA considers this policy to be conditionally required because if the district wants to prohibit concealed carry licensees from carrying firearms on district property, the district must adopt a policy. If the district does not want to limit concealed carry licensees, it does not need to adopt this policy.

To institute this prohibition, this requires a policy adopted by the board, the board to identify all school grounds subject to policy in a notice posted on the board's website, and post appropriate signage "at all normal points of entry to school grounds subject to policy" (Senate Bill 554, 2021), in accordance with law.

Law enforcement are still permitted to carry and [superintendent's] may still approve use for district-sponsored activities.

Collective Bargaining Impact

None

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 race¹, color, religion, sex, sexual orientation², 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 superintendent shall appoint individuals at the district to contact on issues concerning the Americans with Disabilities Act ~~of 1990~~ and Americans with Disabilities Act Amendments Act ~~of 2008~~ (ADA), Section 504 of the Rehabilitation Act, Titles VI and VII of the Civil Rights Act, Title IX of the Education Amendments ~~of 1972~~, 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

Legal Reference(s):

[ORS 174.100](#)
[ORS 192.630](#)

[ORS 326.051\(1\)\(e\)](#)
[ORS 408.230](#)

[ORS 659.805](#)
[ORS 659.815](#)

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 ~~“Sexual orientation” means an individual’s actual or perceived heterosexuality, homosexuality, bisexuality or gender identity, regardless of whether the individual’s gender identity, appearance, expression or behavior differs from that traditionally associated with the individual’s sex at birth.~~

ORS 659.850 - 659.860
ORS 659.865
ORS 659.870
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 (2012~~2018~~).

Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621-633 (2012~~2018~~); 29 C.F.R. Part 1626 (2018~~2019~~).

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12112 (2012~~2018~~); 29 C.F.R. Part 1630 (2018~~2019~~); 28 C.F.R. Part 35 (2018~~2019~~).

Equal Pay Act of 1963, 29 U.S.C. § 206(d) (2012~~2018~~).

Rehabilitation Act of 1973, 29 U.S.C. §§ 791, 793-794 (2012~~2018~~); 34 C.F.R. Part 104 (2018~~2019~~).

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683, 1701, 1703-1705, 1720 (2012~~2018~~);

Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2018~~2020~~).

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2012~~2018~~); 28 C.F.R. §§ 42.101-42.106 (2018~~2019~~).

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2012~~2018~~); 29 C.F.R. § 1601 (2018~~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 (2012~~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 (2012~~2018~~).

Genetic Information Nondiscrimination Act of 2008, 42 U.S.C. § 2000ff-1 (2012~~2018~~); 29 C.F.R. Part 1635 (2019).

House Bill 2935 (2021).

House Bill 3041 (2021).

OSBA Model Sample Policy

Code: AC-AR
Adopted:

Discrimination Complaint Procedure

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

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

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

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

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

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

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

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

¹ [For district information. The district's timeline established by each step of the district's complaint procedure must be within 30 days of the submission of the complaint at any step, unless the district and complainant have agreed in writing to a longer time period for that step. The district's complaint procedure should not exceed a total of 90 days from the initial filing of the complaint, regardless of the number of steps involved, unless the district and the complainant have agreed in writing to a longer time period. (OAR 581-002-0005)]

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

The timelines established in each step of this procedure may be extended upon mutual consent of the district and the complainant in writing[, but will not be longer than 30 days from the date of the submission of the complaint at any step]. The overall timeline of this complaint procedure may be extended beyond 90 days from the initial filing of the complaint upon written mutual consent of the district and the complainant.

The complainant, if a person who resides in the district[,] [or] a parent or guardian of a student who attends school in the district[or a student,] is not satisfied after exhausting local complaint procedures, the district fails to render a written decision within 30 days of submission of the complaint at any step or fails to resolve the complaint within 90 days of the initialing filing of the complaint, may appeal² the district's final decision to the Deputy Superintendent of Public Instruction under Oregon Administrative Rules (OAR) 581-002-0001 – 581-002-0023.

Charter Schools of which the District Board is a Sponsor

[The district Board, [through its charter agreement with [name of charter school sponsored by the district board]] [through a board resolution] [through this administrative regulation], will review an appeal of a decision reached by the Board of [name of public charter school] on a complaint alleging violation of Oregon Revised Statute (ORS) 659.850 or Oregon Administrative Rule (OAR) 581-021-0045 or 581-021-0046 (Discrimination). A complainant may appeal will submit such appeal to the [superintendent] [Board chair] on behalf of the district Board within [30] days of receipt of the decision from the public charter school board. A final decision reached by this district Board may be appealed to the Oregon Department of Education under OAR 581-002-0001 - 581-002-0023.]

OR

[The district Board, [through its charter agreement with [name of public charter school sponsored by the district board]] [through a board resolution] [through this administrative regulation], will not review an appeal of a decision reached by the Board of the [name of public charter school] on a complaint alleging a violation of Oregon Revised Statute (ORS) 659.850 or Oregon Administrative Rule (OAR) 581-021-0045 or 581-021-0046 (Discrimination), for which the district Board has jurisdiction, and recognizes a decision reached by the Board of [name of public charter school] as the district Board's final decision. A final decision reached by this district Board may be appealed to the Oregon Department of Education under OAR 581-002-0001 - 581-002-0023.]

² An appeal must meet the criteria found in OAR 581-002-0005(1)(a).

DISCRIMINATION COMPLAINT FORM

Name of Person Filing Complaint _____ Date _____ School or Activity _____

Student/Parent ☐ Employee ☐ Job applicant ☐ Other ☐ _____

Type of discrimination:

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

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

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

Suggested solution/resolution/outcome: _____

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

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

OSBA Model Sample Policy

Code: GBA
Adopted:

Equal Employment Opportunity

Equal employment opportunity and treatment shall be practiced by the district regardless of race¹, color, religion, sex, sexual orientation², gender identity, national origin, marital status, pregnancy, childbirth or a related medical condition³, age, veterans' status⁴, service in uniformed service, familial status, genetic information, an individual's juvenile record that has been expunged, and disability⁵ if the employee, with or without reasonable accommodation, is able to perform the essential functions of the position.

The superintendent will appoint an employee to serve as the officer in charge of compliance with the Americans with Disabilities Act ~~of 1990~~, and the Americans with Disabilities Act Amendments Act ~~of 2008~~ (ADA), and Section 504 of the Rehabilitation Act. The superintendent will also designate a Title IX coordinator to comply with the requirements of Title IX of the Education Amendments ~~of 1972~~. The Title IX coordinator will investigate complaints communicated to the district alleging noncompliance with Title IX. The name, address and telephone number of the Title IX coordinator will be provided to all students and employees.

The superintendent will develop other specific recruiting, interviewing and evaluation procedures as are necessary to implement this policy.

END OF POLICY

Legal Reference(s):

[ORS 174.100](#)
[ORS 243.317 – 243.323](#)
[ORS 326.051](#)
[ORS 332.505](#)
[ORS 342.934](#)
[ORS 408.225](#)

[ORS 408.230](#)
[ORS 408.235](#)
[ORS 652.210 - 652.220](#)
[ORS 659.850](#)
~~[ORS 659.870](#)~~
[ORS 659A.003](#)

[ORS 659A.006](#)
[ORS 659A.009](#)
[ORS 659A.029](#)
[ORS 659A.030](#)
[ORS 659A.040](#)
[ORS 659A.082](#)

¹ 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 ~~“Sexual orientation” means an individual’s actual or perceived heterosexuality, homosexuality, bisexuality or gender identity, regardless of whether the individual’s gender identity, appearance, expression or behavior differs from that traditionally associated within the individual’s sex at birth.~~

³ This unlawful employment practice related to pregnancy, childbirth or a related medical condition as described in House Bill 2341 (2019) (added to ORS 659A) applies to employers who employ six or more persons.

⁴ The district grants a preference in hiring and promotion to veterans and disabled veterans. A veteran is eligible to use the preference any time when applying for a position at any time after discharge or release from service in the Armed Forces of the United States.

⁵ This unlawful employment practice related to disability as described in ORS 659A.112 applies to employers who employ six or more persons (ORS 659A.106).

ORS 659A.109
ORS 659A.112
ORS 659A.147
ORS 659A.233
ORS 659A.236
ORS 659A.309

ORS 659A.321
ORS 659A.409
ORS 659A.820
OAR 581-021-0045
OAR 581-022-2405
OAR 839-003-0000

OAR 839-006-0435
OAR 839-006-0440
OAR 839-006-0450
OAR 839-006-0455
OAR 839-006-0460
OAR 839-006-0465

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2012~~2013~~).

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, et. seq. (2012~~2013~~).

Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621-634 (2018); 29 C.F.R Part 1626 (2019).

Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (2012~~2013~~).

Equal Pay Act of 1963, 29 U.S.C. § 206(d) (2018).

Rehabilitation Act of 1973, 29 U.S.C. §§ 791, 794 (2012~~2013~~); 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 (2019~~2020~~).

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2012~~2013~~); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (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 (2012~~2013~~).

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 (2012~~2013~~).

Chevron USA Inc. v. Echazabal, 536 U.S. 736 (2002).

Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. §§ 4301-4303 (2018).

House Bill 2935 (2021)

House Bill 3041 (2021)

OSBA Model Sample Policy

Code: GBEA
Adopted:

Workplace Harassment *

Workplace harassment is prohibited and shall not be tolerated. This includes workplace harassment that occurs between district employees or between a district employee and the district in the workplace or at a work-related event that is off district premises and coordinated by or through the district, or between a district and a district employee off district premises. Elected school board members, volunteers and interns are subject to this policy.

Any district employee who believes they have been a victim of workplace harassment may file a report with the district employee designated in the administrative regulation GBEA-AR - Workplace Harassment Reporting and Procedure, may file a report through the Bureau of Labor and Industries' (BOLI) complaint resolution process or under any other available law. The reporting of such information is voluntary. The district employee making the report is advised to document any incidents of workplace harassment.

“Workplace harassment” means conduct that constitutes discrimination prohibited by Oregon Revised Statute (ORS) 659A.030 (discrimination in employment based on race, color, religion, sex, sexual orientation, gender identity, national origin, marital status, age, or expunged juvenile record), including conduct that constitutes sexual assault¹ or that constitutes conduct prohibited by ORS 659A.082 (discrimination against person in uniformed service) or 659A.112 (discrimination in employment based on disability).

The district, upon receipt of a report from a district employee who believes they are a victim of workplace harassment, shall provide information about legal resources and counseling and support services, including any available employee assistance services. The district employee receiving the report, whether a supervisor of the employer or the district employee designated to receive reports, is advised to document any incidents of workplace harassment, and shall provide a copy of this policy and accompanying administrative regulation to the victim upon their disclosure about alleged workplace harassment.

All incidents of behavior that may violate this policy shall be promptly investigated.

Any person who reports workplace harassment has the right to be protected from retaliation.

The district may not require or coerce a district employee to enter into a nondisclosure² or nondisparagement³ agreement.

¹ “Sexual assault” means unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat or intimidation.

² A “nondisclosure” agreement or provision prevents either party from disclosing the contents of or circumstances surrounding the agreement.

³ A “nondisparagement” agreement or provision prevents either party from making disparaging statements about the other party.

The district may not enter into an agreement with an employee or prospective employee, as a condition of employment, continued employment, promotion, compensation, or the receipt of benefits, that contains a nondisclosure provision, a nondisparagement provision or any other provision that has the purpose or effect of preventing the employee from disclosing or discussing workplace harassment that occurred between district employees or between a district employee and the district, in the workplace or at a work-related event that is off district premises and coordinated by or through the district, or between a district employee and employer off district premises.

The district may enter into a settlement agreement, separation or severance agreement that includes one or more of the following provisions only when a district employee claiming to be aggrieved by workplace harassment requests to enter into the agreement: 1) a nondisclosure or nondisparagement provision; 2) a provision that prevents disclosure of factual information relating to the claim of workplace harassment; or 3) a no-rehire provision that prohibits the employee from seeking reemployment with the district as a term or condition of the agreement. The agreement must provide the district employee at least seven days after signing the agreement to revoke it.

If the district determines in good faith that an employee has engaged in workplace harassment, the district may enter into a settlement, separation or severance agreement that includes one or more of the provisions described in the previous paragraph.

It is the intent of the Board that appropriate corrective action will be taken by the district to stop workplace harassment, prevent its recurrence and address negative consequences. Staff members in violation of this policy shall be subject to discipline, up to and including dismissal and/or additional workplace harassment awareness training, as appropriate. Other individuals (e.g., board members, witnesses, and volunteers) whose behavior is found to be in violation of this policy shall be subject to appropriate sanctions as determined and imposed by the superintendent or the Board.

The district shall make this policy available to all district employees and shall be made a part of district orientation materials provided and copied to new district employees at the time of hire.

The superintendent will establish a process of reporting incidents of workplace harassment and the prompt investigation.

END OF POLICY

Legal Reference(s):

ORS 243.317 - 243.323
ORS 659A.001
ORS 659A.003
ORS 659A.006
ORS 659A.029

ORS 659A.030
ORS 659A.082
ORS 659A.112
ORS 659A.820
ORS 659A.875

ORS 659A.885
OAR 584-020-0040
OAR 584-020-0041

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2012~~2018~~).

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2012~~2018~~).

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2019~~2020~~).

Bartsch v. Elkton School District, FDA-13-011 (March 27, 2014).

House Bill 3041 (2021)

OSBA Model Sample Policy

Code: IB
Adopted:

Freedom of Expression

Students have a general right to freedom of expression within the school system. The district requires that students exercise their rights fairly, responsibly and in a manner not disruptive to other individuals or to the educational process.

Freedom of Student Inquiry and Expression

1. Generally, students and student organizations are free to examine and discuss questions of interest to them and to express opinions publicly and privately within the school system, provided such examination and expression is fair and responsible and is not disruptive to other individuals or to the educational process. Students may support or oppose causes by orderly means which do not disrupt other individuals or the operation of the school.
2. In the classroom, students are free to examine views offered in any course of study, provided such examination is expressed in a responsible manner.

Freedom of Association

Students are free to organize associations to promote their common interests. Student organizations should be open to all students. Membership criteria may not exclude students on the basis of age, race, religion, color, national origin, disability, marital status, familial status, parental status, linguistic background, culture, socioeconomic status, capability, geographic location, sex, ~~or~~ sexual orientation or gender identity. Each student organization must have a staff adviser to counsel and, when necessary, supervise students in the organization. All student organizations must submit to the school a statement of purpose, criteria for membership, rules and procedures and a current list of officers. School administrators may establish reasonable rules and regulations governing the activity of student organizations.

Publications K-8, Displays and Productions

On occasion, materials such as leaflets, newsletters, cartoons and other items including displays and productions are prepared, produced and/or distributed by students as part of the educational process and free expression in an academic community. Materials may be reviewed by the administrator or may be restricted or prohibited pursuant to legitimate educational concerns. Such concerns include:

1. The material is or may be defamatory;
2. The material is inappropriate based on the age, grade level and/or maturity of the audience;
3. The material is poorly written, inadequately researched, biased or prejudiced;
4. Whether there is an opportunity for a named individual or named individuals to make a response;
5. Whether specific individuals may be identified even though the material does not use or give names;

6. The material is or may be otherwise generally disruptive to the school environment. Such disruption may occur, e.g., if the material uses, advocates or condones the use of profane language or advocates or condones the commission of unlawful acts;
7. Students, parents and members of the public might reasonably perceive the materials to bear the sanction or approval of the district.

High School Student Journalists

Generally, high school student journalists have the right to exercise freedom of speech and of the press in school-sponsored media. "School-sponsored media" means materials that are prepared, substantially written, published or broadcast by student journalists; that are distributed or generally made available, either free of charge or for a fee, to members of the student body; and that are prepared under the direction of a student media adviser. School-sponsored media does not include media intended for distribution or transmission solely in the classrooms in which they are produced.

School-sponsored media prepared by student journalists are subject to reasonable time, place and manner restrictions, pursuant to state and federal law. School-sponsored media cannot contain material that:

1. Is libelous or slanderous;
2. Is obscene, pervasively indecent or vulgar;
3. Is factually inaccurate or does not meet journalistic standards established for school-sponsored media;
4. Constitutes an unwarranted invasion of privacy;
5. Violates federal or state law ~~or regulation~~; or
6. So incites students as to create a clear and present danger of:
 - a. The commission of unlawful acts on or off school premises;
 - b. The violation of district ~~or school~~ policies; or
 - c. The material and substantial disruption of the orderly operation of the school. A school official will base a forecast of material and substantial disruption on specific facts, including past experience in the school and current events influencing student behavior, and not on undifferentiated fear or apprehension.

[Modifications or removal of items may be appealed in writing to the superintendent. The superintendent shall schedule a meeting within three school days of receiving the written appeal. Those present at the meeting shall include the individual(s) making the appeal, the individual(s) who made the decision to modify or remove materials and the superintendent. At the superintendent's discretion, the district's legal counsel may also attend the meeting. The superintendent shall make ~~his/her~~ decision within three school days of the meeting. [The superintendent's decision shall be final and binding on all parties.]]

[If the complainant is not satisfied with the decision of the superintendent, ~~he/she~~ the complainant may appeal to the Board under established district procedures.]

END OF POLICY

Legal Reference(s):

~~ORS 174.100~~

~~ORS 332.072~~

~~ORS 332.107~~

~~ORS 336.477~~

~~ORS 339.880~~

~~ORS 339.885~~

~~ORS 659.850~~

~~OAR 581-021-0050~~

~~OAR 581-021-0055~~

Equal Access Act, 20 U.S.C. §§ 4071-4074 (~~2012~~2018).
Westside Cmty. Bd. of Educ. v. Mergens, 496 U.S. 226 (1990).
Hazelwood Sch. Dist. v. Kuhlmeier, 484 U.S. 260 (1988).
U.S. CONST. amend. I; U.S. CONST. amend. XIV.
OR. CONST., art. I, § 8.
~~House Bill 3041 (2021)~~

OSBA Model Sample Policy

Code: IGBI
Adopted:

Bilingual Education**

Students whose primary language is ~~a language~~ other than English will be provided appropriate assistance until they are able to use English in a manner that allows effective, relevant participation in regular classroom instruction and other educational activities.

Parents who are not able to use English in a manner that allows effective, relevant participation in educational planning for their student will be provided with relevant written, verbal or signed communication in a language they can understand.

END OF POLICY

Legal Reference(s):

~~ORS 336.074~~
~~ORS 336.079~~

~~OAR 581-021-0046~~
~~OAR 581-022-2310~~

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (~~2012~~2018).
Every Student Succeeds Act of 2015, 20 U.S.C. §§ 6801-7014 (~~2012~~2018).

OSBA Model Sample Policy

Code: JB
Adopted:

Equal Educational Opportunity[**]

Every student of the district will be given equal educational opportunities regardless of age, sex, sexual orientation¹, gender identity, race², religion, color, national origin, disability, marital status, familial status, parental status, linguistic background, culture, socioeconomic status, capability or geographic location.

[The district shall develop and implement an Equal Educational Opportunity Plan that assures that][n]o student will be excluded from participating in, denied the benefits of, or subjected to discrimination under any educational program or activity conducted by the district or denied access to facilities in the district.

[A student or parent may also access and use the district's general complaint procedure through Board policy KL - Public Complaints.]

All reports, complaints or information will be investigated.

[The district will communicate the availability of policy and available complaint procedures to students and their parents through available district communication systems[,] [and] [handbooks] [and will be published to the district website and made available at the district office during regular business hours].]

A student of the district may not be subjected to retaliation by the district for the reason that the student has in good faith reported information that the student believes is evidence of a violation of a state or federal law, rule or regulation.

END OF POLICY

Legal Reference(s):

[ORS 174.100](#)
[ORS 192.630](#)
[ORS 326.051](#)
[ORS 329.025](#)
[ORS 332.107](#)
[ORS 336.086](#)
[ORS 659.850](#)

[ORS 659.852](#)
[ORS 659A.001](#)
[ORS 659A.003](#)
[ORS 659A.006](#)
[ORS 659A.103 - 659A.145](#)
[ORS 659A.400](#)
[ORS 659A.403](#)

[ORS 659A.406](#)
[OAR 581-021-0045](#)
[OAR 581-021-0046](#)
[OAR 581-022-2310](#)
[OAR 839-003-0000](#)

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018); 28 C.F.R. §§ 42.101-42.106 (2019).

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 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).

¹ ~~“Sexual orientation” means an individual’s actual or perceived heterosexuality, homosexuality, bisexuality or gender identity, regardless of whether the individual’s gender identity, appearance, expression or behaviors differs from that traditionally associated with the individual’s sex at birth.~~

² 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)).

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).

Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12333 (2018).

House Bill 2935 (2021).

House Bill 3041 (2021).

OSBA Model Sample Policy

Code: KGBB
Adopted:

Firearms Prohibited

{Oregon law has allowed members of the public possessing a concealed carry license to carry firearms on district property in accordance with ORS 166.370(3)(g). Senate Bill (SB) 554 (2021) allows districts to prohibit even those with concealed carry licenses from carrying firearms by adopting a policy and posting notice at entry points.

OSBA considers this policy to be conditionally required because if the district wants to prohibit concealed carry licensees from carrying firearms on district property, the district must adopt a policy. If the district does not want to limit concealed carry licensees, the district does not need to adopt this policy.}

No person on grounds of the schools controlled by the Board (including in school buildings), will possess any firearm¹, except when said firearm is possessed by a person who is not otherwise prohibited from possessing the firearm, and is unloaded and locked in a motor vehicle. The exception provided in Oregon Revised Statute (ORS) 166.370(3)(g) for concealed carry licensees (see ORS 166.291 and 166.292) does not apply to the possession of firearms on grounds of the schools controlled by the Board.² Firearms under the control of law enforcement personnel are permitted. The superintendent may authorize other persons to possess weapons for courses, programs and activities when in compliance with law and board policy.

Any person violating or threatening to violate the above rules, as determined by the district, may be issued a trespass citation, ejected from the premises and referred to law enforcement officials³.

[The district will post clearly visible sign(s) at all normal points of entry to the school grounds subject to this policy indicating that the affirmative defense described in ORS 166.370(3)(g) does not apply. The district will post on the district's web pages designated for school board operations, identifying designated school grounds that are subject to this policy.]

END OF POLICY

Legal Reference(s):

[ORS 161.015](#)
[ORS 164.245](#)
[ORS 164.255](#)

[ORS 166.210 - 166.370](#)
[ORS 297.405](#)
[ORS 332.107](#)

[ORS 332.172](#)
[ORS 339.315](#)

¹ "Firearm" has the meaning given that term in ORS 166.210, except that it does not include a firearm that has been rendered permanently inoperable.

² See Senate Bill 554 (2021).

³ ORS 339.315 requires any district employee with reasonable cause to believe that a person is in possession of a firearm within a school or has possessed a firearm within a school in violation of Oregon law in the previous 120 days report such information to an administrator or law enforcement. A district employee with reasonable cause to believe that a person is in possession of a firearm within a school or has possessed a firearm within a school in the previous 120 days in violation of Oregon law, may report such information to law enforcement.

Gun-Free Schools Act, 20 U.S.C. § 7961 (2018).
Senate Bill 554 (2021).



May 9, 2022 Board Meeting New Business 7.1 Policies (1st Read)

❖ IGBHA – Alternative Education Programs

ALTERNATIVE EDUCATION PROGRAMS

Revisions to model policy IGBHA - Alternative Education Programs** and its administrative regulation are made to better align and update with ODE's rule governing alternative education programs.

❖ IKF – Graduation Requirements

LANGUAGE ARTS AND ESSENTIAL SKILLS

The 2021 Oregon Legislature updated statute in ORS 329.451 (House Bill 2056) modifying Oregon diploma requirements by changing 'English language arts' to 'language arts' and redefining definitions for language arts, world languages and holocaust and genocide studies. Statute updates to ORS 329.045 made changes to the required characteristics of a school system and to Essential Skills. Senate Bill 744 (2021) has suspended the requirement for a student to show proficiency in Essential Skills as a condition of receiving a high school diploma for the 2021-2022, 2022-23 or the 2023-2024 school year.

Lastly, there has been two versions of policy for IKF – Graduation Requirements and an AR to accompany version 2. The decision was made to maintain one version of IKF – Graduation Requirements and remove the alternate version (2) and the AR from the model samples, leaving one version of model policy IKF. The designation for IKF – Graduation Requirements has been changed to *conditionally required* because the district is required to adopt policy if the district has established additional credit and/or graduation requirements above the state-adopted graduation requirements for any state described diploma or alternative certificate.

❖ JFCF – [Hazing,]Harassment, Intimidation, Bullying, [Menacing,]Cyberbullying, Teen Dating Violence, or Domestic Violence – Student

[HAZING,]HARASSMENT, INTIMIDATION, BULLYING, [MENACING,] CYBERBULLYING, TEEN DATING VIOLENCE, OR DOMESTIC VIOLENCE – STUDENT**

House Bill 2631 passed by the 2021 Legislature added requirements to notify parents or guardians of a student who was the subject an act of harassment, intimidation, bullying, or cyberbullying, and the parents or guardians of a student who may have conducted an act of harassment, intimidation, bullying, or cyberbullying. House Bill 3041 also passed and revised the statutory definition of sexual orientation and added a new term defining gender identity in Oregon affecting protected classes.

Additionally, OSBA will now maintain only one version of model sample policy JFCF and its administrative regulation, JFCF-AR with the option for boards to included hazing and menacing (not required to be in policy) as shown in the updated version presented herein.

❖ **JFCJ – Weapons in Schools**

FIREARMS

The 2021 Oregon Legislature passed Senate Bill (SB) 554 which includes amendments to ORS 166.360 and 166.370 and is now effective.

Oregon law has allowed members of the public possessing a concealed carry license to carry firearms on district property in accordance with ORS 166.370(3)(g). SB 554 (2021) created law that now allows districts to prohibit persons with concealed carry licenses from carrying firearms on school grounds by adopting a policy and posting notice at entry points. A person who is properly licensed to carry may still possess the firearm IF the person is not otherwise prohibited from possessing and if it is unloaded and locked in a motor vehicle and in accordance with law.

OSBA considers this policy to be conditionally required because if the district wants to prohibit concealed carry licensees from carrying firearms on district property, the district must adopt a policy. If the district does not want to limit concealed carry licensees, it does not need to adopt this policy.

To institute this prohibition, this requires a policy adopted by the board, the board to identify all school grounds subject to policy in a notice posted on the board's website, and post appropriate signage "at all normal points of entry to school grounds subject to policy" (Senate Bill 554, 2021), in accordance with law.

Law enforcement are still permitted to carry and [superintendent's] may still approve use for district-sponsored activities.

❖ **GBL – Personnel Records**

❖ **GBLA – Disclosure of Information (DELETE)**

PERSONNEL RECORDS

After review of model sample policies GBL and GBLA, it was decided to combine the two policies. The resulting changes are proposed in this issue which includes the deletion of GBLA in lieu of changes made to model sample policy GBL – Personnel Records.

❖ **IGBB – Talented and Gifted Program**

TALENTED AND GIFTED PROGRAM

Senate Bill 486 passed by the 2021 Legislature amends ORS 343.397 by adding a requirement that each talented and gifted student and student's parents have the opportunity to discuss with the district the programs and services available to the student and to provide input on the programs and services to be made available. It also adds a requirement for the plan to include the name and contact information for the district's coordinator of special education services and programs for talented and gifted students.

OSBA Model Sample Policy

Code: IGBHA
Adopted:

Alternative Education Programs**

The Board is dedicated to providing educational options for all students. It is recognized there will be students in the district whose needs and interests are best served by participation in an alternative education program.

“Alternative education program” means a school or separate class group designed to best serve students’ educational needs and interests and assist students in achieving the academic standards of the school district and the state.

A list of alternative education programs will be approved by the Board annually. The superintendent may provide for the involvement of staff, parents or guardians and the community in recommending alternative education programs for Board approval, and in the development of related Board policy and an administrative regulation. Annual evaluation of alternative education programs will be made in accordance with Oregon Revised Statute (ORS) 336.655 and Oregon Administrative Rule (OAR) 581-022-2505. The superintendent will develop administrative regulations as necessary to evaluate the district’s alternative education programs.

Alternative education programs will consist of instruction or instruction combined with counseling. These programs may be public or private. A private alternative education program shall be registered with the Oregon Department of Education. Alternative education programs must meet all the requirements set forth in state law and rules, and federal law, as applicable. [A qualified district may contract with a qualified private alternative education program to provide services to a qualified home-schooled child.]

Students, upon approval from ~~after consultation with~~ a parent or guardian, may be placed in an alternative education program if the district determines that the placement serves the student’s educational needs and interests, and assists the student in achieving district and state academic content standards. Such placement must have the approval of the student’s resident district and, as appropriate, the attending district. The district will also consider and propose alternative education programs for students prior to expulsion or leaving school as required by law.

The district shall pay the actual cost of an alternative education program or an amount equal to 80 percent of the district’s estimated current year’s average per-student net operating expenditure, whichever is less. The district will enter into a written contract for a district approved private alternative education programs, ~~as required by~~ When contracting with a private alternative education program, the district’s contract will meet the requirements of law.

END OF POLICY

Legal Reference(s):

ORS 329.485
ORS 332.072
ORS 336.014
ORS 336.175
ORS 336.615 - 336.665
ORS 339.030

ORS 339.250

OAR 581-021-0045
OAR 581-021-0065
OAR 581-021-0070
OAR 581-021-0071

OAR 581-022-2320
OAR 581-022-2505
OAR 581-023-0006
OAR 581-023-0008

OSBA Model Sample Policy

Code: IKF

Adopted:

Graduation Requirements**

~~(This version does not require an administrative regulation.)~~ ~~(If the district has additional credit or graduation requirements above the state requirements, the district is required to include those additional credits and graduation requirements in the following lists.)~~
(Version 1)

The Board ~~will establish~~ graduation requirements for the awarding of a high school diploma, a modified diploma, an extended diploma and an alternative certificate which meet or exceed state requirements.

A student may satisfy graduation requirements in less than four years. The district will award a diploma to a student fulfilling graduation requirements in less than four years if consent is given by the student's parent or guardian or by the student if the student is 18 years of age or older or emancipated.

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

1. A foster child¹;
2. Homeless;
3. A runaway;
4. A child in a military family covered by the Interstate Compact on Educational Opportunity for Military Children;
5. A child of a migrant worker; or
6. Enrolled in the Youth Corrections Education Program or the Juvenile Detention Education Program.

For any student identified above, the district shall accept any credits earned by the student in another district or public charter school, applying those credits toward the state requirements for a diploma if the credits satisfied those requirements in that district or public charter school.

Diploma

A high school diploma will be awarded to students in grades 9 through 12 who complete a minimum of 24 credits² which include at least:

¹ As defined in ORS 30.297.

² ~~{If the district has additional credit or graduation requirements, the district is required to include those additional credits and graduation requirements in the following lists.}~~

1. Three credits in mathematics (shall include one unit at the Algebra I level and two units that are at a level higher than Algebra I);
2. Four credits in English-language arts (shall include the equivalent of one unit in written composition);
3. Three credits in science;
4. Three credits in social sciences (including history, civics⁵, geography and economics (including personal finance));
5. One credit in health education;
6. One credit in physical education; and
7. Three credits in career and technical education, the arts or world languages (units shall be earned in any one or a combination).

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

To receive a diploma, in addition to credit requirements outlined in OAR 581-022-2000, a student must⁶:

1. ~~Demonstrate proficiency in the Essential Skills of reading, writing, and applying mathematics in a variety of settings;~~
- 2.1. Develop an education plan and build an education profile;
- 3.2. Demonstrate extended application through a collection of evidence; and
- 4.3. Participate in career-related learning experiences.

Essential Skills

The district [will] [will not] allow English Language Learner (ELL) students to demonstrate proficiency in all required Essential Skills in the student's language of origin.

[⁵] The district will develop procedures to provide assessment options as described in the *Test Administration Manual*, in the ELL student's language of origin, and will develop procedures to ensure that locally scored assessment options administered in an ELL student's language of origin are scored by a qualified rater.]

³ Civics becomes a half-credit requirement beginning on January 1, 2026 (Senate Bill 513, 2021).

⁶ The proficiency in Essential Skills requirement has been waived and is not a condition of receiving a high school diploma during the 2021-2022, 2022-2023 or 2023-2024 school year (Senate Bill 744, 2021).

⁵ This paragraph is required if the district allows ELL students to demonstrate proficiency in Essential Skills in their language of origin.]

[Essential Skills Appeal]

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

Modified Diploma

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

1. Has a documented history of an inability to maintain grade level achievement due to significant learning and instructional barriers; or
2. Has a documented history of a medical condition that creates a barrier to achievement.

Having met the above eligibility criteria, a modified diploma will be awarded to students who, while in grade nine through completion of high school, complete 24 credits which shall include:

1. Three credits in English-language arts;
2. Two credits in mathematics;
3. Two credits in science;
4. Two credits in social sciences (which may include history, civics, geography and economics (including personal finance));
5. One credit in health education;
6. One credit in physical education; and
7. One credit in career technical education, the arts or world languages (units may be earned in any one or a combination).

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

In addition to credit requirements as outlined in OAR 581-022-2010, a student must:

1. Develop an education plan and build an education profile; and
2. Demonstrate extended application through a collection of evidence.

~~A student must also demonstrate proficiency in the Essential Skills with reasonable modifications and accommodations.~~

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

CR7/18/19 10/05/21 | RSLF

Graduation Requirements** – IKF

1. For a student on an individualized education program (IEP) or Section 504 plan, any modifications to work samples must be consistent with the requirements established in the IEP or 504 plan. Modifications include practices and procedures that compromise the intent of the assessment through a change in learning expectations, construct, or content that is to be measured, grade level standard, or measured outcome of the assessment. This means that IEP or 504 school teams responsible for approving modifications for a student's assessment may adjust the administration of the assessment and/or the assessment's achievement standard;
2. For a student not on an IEP or 504 plan, any modifications to work samples must have been provided to the student during their instruction in the content area to be assessed and in the year in which the student is being assessed, and modifications must be approved by the school team that is responsible for monitoring the student's progress toward the modified diploma.

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

A student's school team shall decide that a student should work toward a modified diploma no earlier than the end of grade six and no later than two years before the student's anticipated exit from high school. A student's school team may decide to revise a modified diploma decision.

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

Beginning in grade five or beginning after a documented history to qualify for a modified diploma, the district shall annually provide to the parents or guardians of the student, information about the availability and requirements of a modified diploma.

Extended Diploma

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

1. While in grade nine through completion of high school, complete 12 credits, which may not include more than six credits in a self-contained special education classroom and will include:
 - a. Two credits in mathematics;
 - b. Two credits in English language arts;
 - c. Two credits in science;
 - d. Three credits in history, geography, economics or civics;
 - e. One credit in health;
 - f. One credit in physical education; and
 - g. One credit in the arts or a world language.
2. Have a documented history of:
 - a. An inability to maintain grade level achievement due to significant learning and instructional barriers;

- b. A medical condition that creates a barrier to achievement; or
- c. A change in the student's ability to participate in grade level activities as a result of a serious illness or injury that occurred after grade eight.

Beginning in grade five or beginning after a documented history to qualify for an extended diploma, the district shall annually provide to the parents or guardians of the student, information about the availability and requirements of an extended diploma.

Alternative Certificates

Alternative certificates will be awarded to students who do not satisfy the requirements for a diploma, a modified diploma, or an extended diploma if the students meet minimum requirements established by the district.

Beginning in grade five or beginning after a documented history to qualify for an alternative certificate, the district shall annually provide to the parents or guardians of the student, information about the availability and requirements of an alternative certificate.

Other District Responsibilities

The district will ensure that students have onsite access to the appropriate resources to achieve a diploma, a modified diploma, an extended diploma, or an alternative certificate at each high school. The district will provide [age-appropriate and developmentally appropriate] literacy instruction to all students until graduation.

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

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

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

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

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

A student who receives a modified diploma, an extended diploma, or an alternative certificate shall have access to instructional hours, hours of transition services and hours of other services that are designed to meet the unique needs of the student and when added together provide a total number of hours of instruction and services that equals at least the total number of instructional hours that are required to be provided to students who are attending a public high school.

The district will award to students with disabilities a document certifying successful completion of program requirements. No document issued to students with disabilities educated in full or in part in a special education program shall indicate that the document is issued by such a program. When a student who has an IEP completes high school, the district will give the student an individualized summary of performance.

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

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

~~[The district will review graduation requirements biennially in conjunction with the secondary school improvement plan. Graduation requirements may be revised to address student performance.]~~

The district may not deny a diploma to a student who has opted out of statewide assessments if the student is able to satisfy all other requirements for the diploma. ~~Students who opt-out will need to meet the Essential Skills graduation requirement using another approved assessment option. Students may opt-out of the Smarter Balanced or alternate Oregon Extended Assessment by completing the Oregon Department of Education's Opt-out Form⁶ and submitting the form to the district.~~

The district will issue a high school diploma pursuant to Oregon law (ORS 332.114) to a veteran if the veteran resides within the boundaries of the district or is an Oregon resident and attended a high school of the district, or to a deceased veteran, upon request from a representative of the veteran, if the deceased veteran resided within the boundaries of the district at the time of death or was an Oregon resident at the time of death and attended a high school of the district.

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

END OF POLICY

Legal Reference(s):

ORS 329.007

ORS 329.045

ORS 329.451

⁶ ~~www.ode.state.or.us: Educator Resources > Student Assessment > Test Administration > Forms > 2018-2019 30-day notice and opt-out form~~ **Oregon Department of Education page for: 30-day notice and opt-out form**

ORS 329.479
ORS 332.107
ORS 332.114
ORS 339.115
ORS 339.505
ORS 343.295

OAR 581-021-0009
OAR 581-022-2000
OAR 581-022-2005
OAR 581-022-2010
OAR 581-022-2015

OAR 581-022-2020
OAR 581-022-2025
OAR 581-022-2030
OAR 581-022-2115
OAR 581-022-2120
OAR 581-022-2505

Test Administration Manual, published by the OREGON DEPARTMENT OF EDUCATION.

House Bill 2056 (2021).

Senate Bill 744 (2021).

OSBA Model Sample Policy

Code: JFCF
Adopted:

[Hazing,]Harassment, Intimidation, Bullying, [Menacing,]Cyberbullying, Teen Dating Violence, or Domestic Violence – Student**

(Version 2)

The Board, in its commitment to providing a safe, positive, and productive learning environment for all students, will consult with parents/guardians, employees, volunteers, students, administrators, and community representatives in developing this policy in compliance with applicable Oregon law.

[Hazing,] [h]arassment, intimidation or bullying[, menacing], and acts of cyberbullying by students, staff, or third parties toward students is strictly prohibited in the district. Teen dating violence is unacceptable behavior and prohibited. Each student has the right to a safe learning environment.

Retaliation against any person who is a victim of, who reports, is thought to have reported, or files a complaint about an act of [hazing,] harassment, intimidation or bullying, [menacing,] an act of cyberbullying, or teen dating violence, or otherwise participates in an investigation or inquiry is strictly prohibited. A person who engages in retaliatory behavior will be subject to consequences and appropriate remedial action. False charges shall also be regarded as a serious offense and will result in consequences and appropriate remedial action.

Students whose behavior is found to be in violation of this policy will be subject to consequences and appropriate remedial action which may include discipline, up to and including expulsion.

Staff whose behavior is found to be in violation of this policy will be subject to consequences and appropriate remedial action which may include discipline, up to and including dismissal. Third parties whose behavior is found to be in violation of this policy shall be subject to appropriate sanctions as determined and imposed by the superintendent or the Board.

Students, staff, or third parties may also be referred to law enforcement officials.

The [principal and the] superintendent [are] [is] responsible for ensuring that this policy is implemented.

Definitions

“District” includes district facilities, district premises, and nondistrict property if the student is at any district-sponsored, district-approved, or district-related activity or function, such as field trips or athletic events where students are under the jurisdiction of the district.

“Third parties” include, but are not limited to, coaches, school volunteers, parents, school visitors, service contractors, or others engaged in district business, such as employees of businesses or organizations participating in cooperative work programs with the district and others not directly subject to district control at interdistrict and intradistrict athletic competitions or other school events.

[“Hazing” includes, but is not limited to, any act that recklessly or intentionally endangers the mental health, physical health or safety of a student for the purpose of initiation or as a condition or precondition of attaining membership in, or affiliation with, any district-sponsored activity or grade level attainment[.] [(i.e., personal servitude, sexual stimulation/sexual assault, forced consumption of any drink, alcoholic beverage, drug or controlled substance, forced exposure to the elements, forced prolonged exclusion from social contact, sleep deprivation or any other forced activity that could adversely affect the mental or physical health or safety of a student);] [requires, encourages, authorizes or permits another to be subject to wearing or carrying any obscene or physically burdensome article; or assignment of pranks to be performed or other such activities intended to degrade or humiliate.] It is not a defense against hazing that the student subjected to hazing consented to or appeared to consent to the hazing.]

“Harassment, intimidation or bullying” means any act that substantially interferes with a student’s educational benefits, opportunities or performance, that takes place on or immediately adjacent to district grounds, at any district-sponsored activity, on district-provided transportation, or at any official district bus stop, that may be based on, but not limited to, the protected class status of a person, and having the effect of:

1. Physically harming a student or damaging a student’s property;
2. Knowingly placing a student in reasonable fear of physical harm to the student or damage to the student’s property; or
3. Creating a hostile educational environment including interfering with the psychological well-being of the student.

“Protected class” means a group of persons distinguished, or perceived to be distinguished, by race, color, religion, sex, sexual orientation⁺, gender identity, national origin, marital status, familial status, source of income, or disability.

“Teen dating violence” means:

1. A pattern of behavior in which a person uses or threatens to use physical, mental, or emotional abuse to control another person who is in a dating relationship with the person, where one or both persons are 13 to 19 years of age; or
2. Behavior by which a person uses or threatens to use sexual violence against another person who is in a dating relationship with the person, where one or both persons are 13 to 19 years of age.

“Domestic violence” means abuse between family and/or household members, as those terms are described in ORS 107.705.

“Cyberbullying” is the use of any electronic communication device to harass, intimidate or bully.

“Retaliation” means any acts of, including but not limited to, [hazing,]harassment, intimidation or bullying,[menacing,], or cyberbullying toward the victim, a person in response to an actual or apparent

⁺ “Sexual orientation” means an individual’s actual or perceived heterosexuality, homosexuality, bisexuality or gender identity, regardless of whether the individual’s gender identity, appearance, expression or behaviors differs from that traditionally associated with the individual’s sex at birth.

reporting of, or participation in the investigation of, [hazing,] harassment, intimidation or bullying,[menacing,] teen dating violence, acts of cyberbullying, or retaliation.

[“Menacing” includes, any act intended to place a district employee, student, or third party in fear of imminent serious physical injury.]

Reporting

The [employee position title²] will take reports and conduct a prompt investigation of any reported acts of [hazing,] harassment, intimidation or bullying,[menacing,] cyberbullying, or teen dating violence. Any employee who has knowledge of conduct in violation of this policy shall immediately report concerns to the [employee position title] who has overall responsibility for all investigations. Any employee who has knowledge of incidents of teen dating violence that took place on district property, at a district-sponsored activity, or in a vehicle used for district-provided transportation shall immediately report the incident to the [employee position title]. Failure of an employee to report any act of [hazing,] harassment, intimidation or bullying[, menacing], cyberbullying, or teen dating violence to the [employee position title] may be subject to remedial action, up to and including dismissal. Remedial action may not be based solely on an anonymous report.

Any student who has knowledge of conduct in violation of this policy or feels they have been subjected to an act of [hazing,] harassment, intimidation or bullying,[menacing,] or cyberbullying or feel they have been a victim of teen dating violence in violation of this policy, is encouraged to immediately report concerns to the [employee position title] who has overall responsibility for all investigations. Any volunteer who has knowledge of conduct in violation of this policy is encouraged to immediately report concerns to the [employee position title]. A report made by a student or volunteer may be made anonymously. A student or volunteer may also report concerns to a teacher or counselor who will be responsible for notifying the appropriate district official.

Reports against the principal shall be filed with the superintendent. Reports against the superintendent shall be filed with the Board chair.

The person who makes the report shall be notified when the investigation has been completed and, as appropriate, the findings of the investigation and any remedial action that has been taken. The person who made the report may request that the [superintendent] review the actions taken in the initial investigation, in accordance with [administrative regulations] [district complaint procedures].

Notification to Parents or Guardians

The [employee position title] shall notify the parents or guardians of a student who was subject to an act of harassment, intimidation, bullying or cyberbullying, and the parents or guardians of a student who may have conducted an act of harassment, intimidation, bullying or cyberbullying.

The notification must occur with involvement and consideration of the needs and concerns of the student who was the subject to an act of harassment, intimidation, bullying or cyberbullying. The notification is not required if the [employee position title] reasonably believes notification could endanger the student

² [Required by ORS 339.356(2)(g). Other bracketed language regarding hazing and menacing exceeds the requirements of ORS 339.356 and is under Board authority ORS 332.107.]

who was subjected to an act of harassment, intimidation, bullying or cyberbullying or if all of the following occur:

1. The student who was subjected to an act of harassment, intimidation, bullying, or cyberbullying requests that notification not be provided to the student's parents or guardians.
2. The [employee position title] determines that notification is not in the best interest of the student who was subjected to an act of harassment, intimidation, bullying, or cyberbullying; and
3. The [employee position title] informs the student that federal law may require the student's parents and guardians to have access to the student's education record, including any requests of nondisclosure (from item 1 above).

If the [employee position title] determines the notification is not in the best interest of the student, they must inform the student of that determination prior to providing notification.

When notification is provided, the notification must occur:

1. Within a reasonable period of time; or
2. Promptly, for acts that caused physical harm to the student.

Training and Education

The district shall incorporate into existing training programs for students, information related to the prevention of, and the appropriate response to, acts of harassment, intimidation or bullying, and acts of cyberbullying and this policy.

The district shall incorporate age-appropriate education about teen dating violence and domestic violence into new or existing training programs for students in grades 7 through 12.

The district shall incorporate into existing training programs for staff information related to the prevention of, and the appropriate response to, acts of harassment, intimidation or bullying, teen dating violence, domestic violence, and acts of cyberbullying and this policy.

Notice

The superintendent shall be responsible for ensuring annual notice of this policy is provided in a student or staff handbook, school and district's website, and school and district office[and the development of administrative regulations, including reporting and investigative procedures]. [Complaint procedures, as established by the district, shall be followed.]

Domestic violence posters provided by the Oregon Department of Education (ODE) shall be posted in clearly visible locations on school campuses in accordance with rules adopted by ODE.

END OF POLICY

Legal Reference(s):

R7/18/19 10/05/21 | RS

[Hazing,]Harassment, Intimidation, Bullying, [Menacing,]Cyberbullying, Teen Dating Violence, or Domestic Violence – Student** – JFCF

[ORS 163.190]
[ORS 163.197]
ORS 107.705
ORS 166.065
ORS 166.155 - 166.165
ORS 174.100(7)

ORS 332.072
ORS 332.107
ORS 339.240
ORS 339.250
ORS 339.351 - 339.368
OAR 581-021-0045

OAR 581-021-0046
OAR 581-021-0055
OAR 581-022-2310
OAR 581-022-2370
House Bill 2631 (2021)
House Bill 3041 (2021)

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2012-2018).

OSBA Model Sample Policy

Code: JFCJ

Adopted:

Weapons in the Schools**

Students shall not bring, possess, conceal or use a weapon on or at ~~any district property under the jurisdiction of the district~~, any activities under the jurisdiction of the district or ~~any~~ interscholastic activities administered by a voluntary organization.

~~In accordance with the federal Gun-Free School Zone Act, possession or discharge of a firearm in a school zone is prohibited. A "school zone," as defined by federal law, means in or on school grounds or within 1,000 feet of school grounds.~~

~~The superintendent may authorize persons to possess weapons for courses, programs and activities approved by the district and conducted on district property [including, but not limited to, hunter safety courses, weapons-related vocational courses or weapons-related sports]. The district will post a notice at any site or premise off district grounds that at the time is being used exclusively for a school program or activity. The notice shall identify the district as the sponsor, the activity as a school function and that the possession of firearms or dangerous weapons in or on the site or premises is prohibited under Oregon Revised Statute (ORS) 166.370.~~

For purposes of this policy, and as defined by state and federal law, "weapon" includes:

1. A "dangerous weapon" means any weapon, device, instrument, material or substance, which under the circumstances in which it is used, attempted to be used or threatened to be used is readily capable of causing death or serious physical injury;
2. A "deadly weapon" means any instrument, article or substance specifically designed for and presently capable of causing death or serious physical injury;
3. A "firearm" means any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, frame or receiver of any such weapon, any firearm ~~muffler or~~ silencer or any destructive device;
4. A "destructive device" ~~includes but is not limited to~~ means any explosive, incendiary or poison gas component or any combination of parts either designed or intended for use in converting any device into any destructive device or from which a destructive device may be readily assembled. A destructive device does not include any device which is designed primarily or redesigned primarily for use as a signaling, pyrotechnic, line-throwing, safety or similar device.

[Weapons may also include, but are not limited to, knives, metal knuckles, straight razors, noxious or irritating gases, poisons, unlawful drugs or other items fashioned with the intent to use, sell, harm, threaten or harass students, staff members, parents and patrons ~~community members~~.]

[Replicas of weapons[, fireworks] [and pocket knives] are also prohibited by Board policy. Exceptions to the district's replicas prohibition may be granted only with prior principal approval for certain curriculum or school-related activities.]

Prohibited weapons[, replicas of weapons[, fireworks] [and pocket knives]] are subject to seizure or forfeiture.

In accordance with Oregon law, any district employee who has reasonable cause to believe a student or other person, while in a school, is or has, within the previous 120 days, has unlawfully been in possession of a firearm or destructive device, as defined by this policy, shall immediately report such violation to an administrator, his/her or designee or law enforcement. [Any district employee who has reasonable cause to believe that a person, while in a school, is or has been in possession of a firearm or destructive device more than 120 days previously, may report to law enforcement.] Employees who report directly to law enforcement shall also immediately inform an administrator.

Administrators shall promptly notify the appropriate law enforcement agency of staff reports received and at any other time there is reasonable cause to believe violations for firearms or destructive devices have occurred or that a student has been expelled for bringing, possessing, concealing or using a dangerous or deadly weapon, firearm or destructive device.

A person making a report as described above who has reasonable grounds for making the report is immune from liability, civil or criminal, that might otherwise be incurred or imposed with respect to the making or content of the report. The identity of a person participating in a good faith report as described above may not be disclosed except when allowed by law.

Parents will be notified of all conduct by their student that violates this policy.

Employees shall promptly report all other conduct prohibited by this policy to an administrator.

Students found determined to have brought, possessed, concealed or used a firearm, as defined in policy, in violation of this policy or state law shall be expelled from school for a period of not less than one year. All other violations of the policy will result in discipline up to and including may include expulsion and/or referral to law enforcement, as appropriate. The superintendent may, on a case-by-case basis, modify this expulsion requirement. The superintendent may propose alternative programs of instruction or instruction combined with counseling that are age-appropriate and accessible to the student, and shall provide such information in writing to the student and the parent in accordance with law¹. Appropriate disciplinary and/or legal action will be taken against students or others who assist in activity prohibited by this policy.

Special education students shall be disciplined in accordance with federal law and Board policy JGDA – Discipline of Students with Disabilities and accompanying administrative regulation.

~~Weapons under the control of law enforcement personnel [or a person who has a valid license under ORS 166.291 and 166.292] are permitted.~~

~~The district [will] [may] post a notice at any site or premise off district grounds that at the time is being used exclusively for a school program or activity. The notice shall identify the district as the sponsor, the activity as a school function and that the possession of firearms or dangerous weapons in or on the site or premises is prohibited under ORS 166.370.~~

¹ At least once every six months or at any time the information changes because of the availability of new programs.

In accordance with the federal Gun-Free School Zone Act, possession or discharge of a firearm in a school zone is prohibited. A “school zone,” as defined by federal law, means in or on school grounds or within 1,000 feet of school grounds.

“Gun-Free School Zone” signs [will] [may] be posted in cooperation with city and/or county officials as appropriate. Violations, unless otherwise excepted by law or this policy, shall be reported to the appropriate law enforcement agency.

The superintendent will annually report the name of each school and the number of students from each listed schools expelled for bringing, possessing, concealing or using a firearm to the Oregon Department of Education.

END OF POLICY

Legal Reference(s):

ORS 161.015
ORS 166.210 - 166.370
ORS 166.382
ORS 332.107
ORS 339.115
ORS 339.240

ORS 339.250
ORS 339.315
ORS 339.327
ORS 809.135
ORS 809.260

OAR 581-021-0050 - 0075
OAR 581-053-0010(5)
OAR 581-053-0230(9)(k)
OAR 581-053-0330(1)(r)
OAR 581-053-0430(17)
OAR 581-053-0531(16)

Gun-Free School Zones Act of 1990, 18 U.S.C. §§ 921(a)(25)-(26), 922(q) (2012~~2018~~).

Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §§ 1400-1419 (2012~~2018~~).

Youth Handgun Safety Act, 18 U.S.C. §§ 922(x), 924(a)(6) (2012~~2018~~).

Safe and Drug-Free Schools and Communities Act, 20 U.S.C. §§ 7101, 7111-7121 (2012~~2018~~).

Oregon Senate Bill 554 (2021).

OSBA Model Sample Policy

Code: GBL
Adopted:

Personnel Records *

An official personnel file will be established for each person employed by the district. Personnel files will be maintained in a central location.

All records containing employee medical condition information such as workers' compensation reports and release or permission to return to work forms will be kept confidential, in a separate file from personnel records. Such records will be released only in accordance with the requirements of the Americans with Disabilities Act or other applicable law.

The superintendent will be responsible for establishing procedures regarding the control, use, safety and maintenance of all personnel records. Employees will be given a copy of evaluations, complaints and written disciplinary actions placed in their personnel file. All charges resulting in disciplinary action shall be considered a permanent part of a teacher's personnel file and shall not be removed for any reason. Employees may submit a written response to any materials placed in their personnel file.

Except as provided below, or required by law, district employees' ¹ personnel records will be available for use and inspection only by the following:

1. The individual employee. An employee may arrange with the [personnel] office to inspect the contents of their personnel file on any day the [personnel] office is open for business;
2. Others designated by the employee in writing may arrange to inspect the contents of the employee's personnel file in the same manner described above;
3. The comptroller or auditor, when such inspection is pertinent to carrying out their respective duties, or as otherwise specifically authorized by the Board. Information so obtained will be kept confidential. No files will be removed from their central location for personal inspection;
4. A Board member when specifically authorized by the Board. Information will be kept confidential. No files will be removed from their central location for personal inspection;
5. The superintendent and members of the central administrative staff designated by the superintendent;
6. District administrators and supervisors who currently or prospectively supervise the employee;
7. [Employees of the personnel office];
8. Attorneys for the district or the district's designated representative on matters of district business;
9. Upon receiving a request from a prospective employer issued under Oregon Revised Statute (ORS) 339.374(1)(b), the district, pursuant to ORS 339.378(1), shall disclose the requested information if it

¹ Includes former employees.

has or has had an employment relationship with a person who is the subject of the request, no later than 20 days after receiving such request. The Records created by the district pursuant to Oregon Revised Statute (ORS) 339.388(8)(c) are confidential and are not public records as defined in ORS 192.311. The district may use the record as a basis for providing the information required to be disclosed about an employee under ORS 339.378(1);

10. Upon request from a law enforcement agency, the Oregon Department of Human Services, the Teacher Standards and Practices Commission, or the Oregon Department of Education, in conducting an investigation related to suspected abuse or suspected sexual conduct, to the extent allowable by state and federal law, including laws protecting a person from self-incrimination;
11. Upon request from a prospective employer or a former employee, authorized district officials may disclose information about a former employee's job performance to a prospective employer and such disclosure is presumed to be in good faith. Presumption of good faith is rebutted by showing the information disclosed was knowingly false or deliberately misleading, was rendered with malicious purpose or violated any civil right of the former employee protected under ORS 659 or ORS 659A.

The superintendent may permit persons other than those specified above to use and to inspect personnel records when, in their opinion, the person requesting access has a legitimate official purpose. The superintendent will determine in each case, the appropriateness and extent of such access.

Release of personnel records to parties other than those listed above, will be in line with [the district's public records procedures] [Board policy KBA - Public Records]. [The district will attempt to notify the employee of the request and that the district believes it is legally required to disclose certain records.]

END OF POLICY

Legal Reference(s):

ORS 30.178
ORS 339.370 – 339.374
ORS 339.378
ORS 339.388

ORS 342.143
ORS 342.850
ORS 652.750
ORS Chapter 659

ORS Chapter 659A
OAR 581-022-2405

OSEA v. Lake County Sch. District, 93 Or. App. 481 (1988).

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).

Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. § 2000ff-1 (2018).

OSBA Model Sample Policy

Code:
Adopted:

GBLA

Disclosure of Information

Authorized district officials may disclose information about a former employee's job performance to a prospective employer. District officials are immune from civil liability for such disclosures under the following conditions:

1. The disclosure of information regarding the former employee's job performance is upon request of the prospective employer or the former employee. This disclosure is presumed to be in good faith. Presumption of good faith is rebutted by showing the information disclosed was:
 - a. Knowingly false;
 - b. Deliberately misleading;
 - c. Rendered with malicious purpose; or
 - d. Violated civil right of the former employee protected under Oregon Revised Statute (ORS) 659 or ORS 659A.
2. Records created pursuant to ORS 339.388(8)(c) are confidential and are not public records as defined in ORS 192.311. The district may use the record as a basis for providing the information required to be disclosed about an employee under ORS 339.378(1);
3. The disclosure is a result of a request from law enforcement, Oregon Department of Human Services, Teacher Standards and Practices Commission, or the Oregon Department of Education in conducting an investigation related to suspected abuse or suspected sexual conduct to the extent allowable by state and federal law, including laws protecting a person from self-incrimination;
4. No later than 20 days after receiving a request under ORS 339.374(1)(b), the district, if it has or has had an employment relationship with the applicant shall disclose the information requested.

END OF POLICY

Legal Reference(s):

ORS 30.178
ORS 339.370 - 339.374

ORS 339.378
ORS 339.388

ORS Chapter 659
ORS Chapter 659A

OR. ATTORNEY GENERAL'S PUBLIC RECORDS AND MEETINGS MANUAL.

OSBA Model Sample Policy

Code: IGBB
Adopted:

Talented and Gifted Program

The district is committed to an educational program that recognizes, identifies and serves the unique needs of talented and gifted students. Talented and gifted students are those who have been identified as academically talented and/or intellectually gifted.

The Board directs the superintendent to develop a written identification process for identifying academically talented and intellectually gifted students in grades K through 12.

A written plan shall be developed that identifies programs or services needed to address the assessed levels of learning and accelerated rates of learning of identified students and provides an opportunity for the student's parents to discuss with the district the programs and services available to the student and to provide input on the programs and services to be made available to the student.

The plan will be provided at the school or the district office when requested and on the district's website. The website shall also provide the name and contact information of the district's coordinator of special education and programs for talented and gifted.

[The district may also identify and provide programs for students who demonstrate creative abilities, leadership abilities or unusual abilities in visual or performing arts.]

END OF POLICY

Legal Reference(s):

ORS 343.391-343.401

ORS 343.407-343.413

OAR 581-022-2325

OAR 581-022-2330

OAR 581-022-2500

SB 486(2021

OSBA Model Sample Policy

Code: IGBAF-AR
Adopted:

Special Education - Individualized Education Program (IEP)**

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).
- 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.

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.

4. Agreement for Nonattendance and Excusal

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

5. IEP Content

- a. In developing the IEP, the district considers the student's strengths, the parent's concerns, the results of the initial or most recent evaluation, and the academic, developmental and functional needs of the student.
- b. The district ensures that IEPs for each eligible student includes:
 - (1) A statement of the student's present levels of academic achievement and functional performance that:
 - (a) Includes a description of how the disability affects the progress and involvement in the general education curriculum;
 - (b) Describes the results of any evaluations conducted, including functional and developmental information;
 - (c) Is written in language that is understood by all IEP team members, including parents;
 - (d) Is clearly linked to each annual goal statement;
 - (e) Includes a description of benchmarks or short-term objectives for children with disabilities who take alternative assessments aligned to alternate achievement standards.

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

6. Agreement to Amend or Modify IEP

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

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

7. IEP Team Considerations and Special Factors

- a. In developing, reviewing and revising the IEP, the IEP team considers:
 - (1) The strengths of the student and concerns of the parent for enhancing the education of the student;
 - (2) The results of the initial or most recent evaluation of the student;
 - (3) As appropriate, the results of the student's performance on any general state or districtwide assessments;
 - (4) The academic, developmental and functional needs of the child.
- b. In developing, reviewing and revising the student's IEP, the IEP team considers the following special factors:
 - (1) The communication needs of the student; and
 - (2) The need for assistive technology services and/or devices.
- c. As appropriate, the IEP team also considers the following special factors:
 - (1) For a student whose behavior impedes ~~his or her~~ 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; ~~and~~
 - (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.
 - (i) 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 441-345-0020. Information about these services shall also be provided to the parent by the district at each annual review for IEPs to be in effect when the child turns 16, or as early as 14 or younger, if determined appropriate by the IEP team (including parent(s)).
 - (2) At least one year before a student reaches the age of majority (student reaches the age of 18, or has married or been emancipated, whichever occurs first), a statement that the district has informed the student that all procedural rights will transfer at the age of majority; and
 - (3) If identified transition service providers, other than the district, fail to provide any of the services identified on the IEP, the district will initiate an IEP meeting as soon as possible to address alternative strategies and revise the IEP if necessary.
- e. To promote self-determination and independence, the district shall provide the student and the student's parents with information and training resources regarding supported decision-making as a less restrictive alternative to guardianship, and with information and resources regarding strategies to remain engaged in the student's secondary education and post-school outcomes. The district shall provide this information at each IEP meeting that includes discussion of post-secondary education goals and transition services.

8. Incarcerated Youth

- a. For students with disabilities who are convicted as adults, incarcerated in adult correctional facilities and otherwise entitled to FAPE, the following IEP requirements do not apply:
 - (1) Participation of students with disabilities in state and districtwide assessment; and
 - (2) Transition planning and transition services, for students whose eligibility will end because of their age before they will be eligible to be released from an adult correctional facility based on consideration of their sentence and eligibility for early release.
- b. The IEP team may modify the student's IEP, if the state has demonstrated a bona fide security or other compelling interest that cannot be otherwise accommodated.

9. Extended School Year Services

- a. The district makes extended school year (ESY) services available to all students for whom the IEP team has determined that such services are necessary to provide FAPE.
- b. ESY services are:
 - (1) Provided to a student with a disability in addition to the services provided during the typical school year;
 - (2) Identified in the student's IEP; and
 - (3) Provided at no cost to the parent.
- c. The district does not limit consideration of ESY services to particular categories of disability or unilaterally limit the type, amount or duration of service.
- d. The district provides ESY services to maintain the student's skills or behavior, but not to teach new skills or behaviors.
- e. The district's criteria for determining the need for extended school year services include:
 - (1) Regression (a significant loss of skills or behaviors) and recoupment time based on documented evidence; or
 - (2) If no documented evidence, on predictions according to the professional judgment of the team.
- f. "Regression" means significant loss of skills or behaviors in any area specified on the IEP as a result of an interruption in education services.
- g. "Recoupment" means the recovery of skills or behaviors specified on the IEP to a level demonstrated before the interruption of education services.

10. Assistive Technology

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

11. Transfer Students

- a. In state:

If a student with a disability (who had an IEP that was in effect in a previous district in Oregon) transfers into the district and enrolls in a district school within the same school year, the district (in consultation with the student's parents) provides a free appropriate public education 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 a free appropriate public education 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 Oregon Administrative Rules.
- (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.

OSBA Model Sample Policy

Code: IGBAG-AR
Adopted:

Special Education - Procedural Safeguards**

1. Procedural Safeguards

- a. The district provides procedural safeguards to:
 - (1) Parents, guardians (unless the guardian is a state agency) or persons in parental relationship to the student;
 - (2) Surrogate parents; and
 - (3) Students who have reached the age of 18, the age of majority or are considered emancipated under Oregon law and to whom rights have transferred by statute, identified as adult students (called “eligible students”).
- b. The district gives parents a copy of the *Procedural Safeguards Notice*, published by the Oregon Department of Education (ODE):
 - (1) At least once a year;
 - (2) At the first referral or parental request for evaluation to determine eligibility for special education services;
 - (3) When the parent (or adult student) requests a copy; and
 - (4) To the parent and the student one year before the student’s 18th birthday or upon learning that the student is emancipated.
- c. The *Procedural Safeguards Notice* is:
 - (1) Provided written in the native language or other communication of the parents (unless it is clearly not feasible to do so) and in language clearly understandable to the public.
 - (2) If the native language or other mode of communication of the parent is not a written language, the district takes steps to ensure that:
 - (a) The notice is translated orally or by other means to the parent in his/her/their native language or other mode of communication;
 - (b) The parent understands the content of the notice; and
 - (c) There is written evidence that the district has met these requirements.

2. Content of *Procedural Safeguards Notice*

The procedural safeguards notice includes all of the content provided in the *Procedural Safeguards Notice* published by ODE.

3. Parent or Adult Student Meeting Participation

- a. The district provides parents or adult students an opportunity to participate in meetings with respect to the identification, evaluation, individualized education program (IEP) and

- educational placement of the student, and the provision of a free appropriate public education (FAPE) to the student.
- b. The district provides parents or adult students written notice of any meeting sufficiently in advance to ensure an opportunity to attend. The written notice:
- (1) States the purpose, time and place of the meeting and who is invited to attend;
 - (2) Advises that parents or adult students may invite other individuals who they believe have knowledge or special expertise regarding the student;
 - (3) Advises the parents or adult student that the team may proceed with the meeting even if they are not in attendance;
 - (4) Advises the parent or adult students who to contact before the meeting to provide information if they are unable to attend; and
 - (5) Indicates if one of the meeting's purposes is to consider transition services or transition service needs. If so:
 - (a) Indicates that the student will be invited; and
 - (b) Identifies any agencies invited to send a representative.
- c. The district takes steps to ensure that one or both of the parents of a student with a disability are present at each IEP or placement meeting or are afforded the opportunity to participate, including:
- (1) Notifying parents of the meeting early enough to ensure that they will have an opportunity to attend; and
 - (2) Scheduling the meeting at a mutually agreed on time and place.
- d. If neither parent can participate, the district will use other methods to ensure participation, including, but not limited to, individual or conference phone calls or home visits.
- e. 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.
- f. The district may conduct an IEP or placement meeting without the parent or adult student if the district is unable to convince the parents or adult students that they should participate. Attempts to convince the parent to participate will be considered sufficient if the district:
- (1) Communicates directly with the parent or adult student and arranges a mutually agreeable time and place and sends written notice to confirm the arrangement; or
 - (2) Proposes a time and place in the written notice stating that a different time and place might be requested and confirms that the notice was received.
- g. If the district proceeds with an IEP meeting without a parent or adult student, the district must have a record of its attempts to arrange a mutually agreed upon time and place such as:
- (1) Detailed records of telephone calls made or attempted and the results of those calls;
 - (2) Copies of correspondence sent to the parents and any responses received; and
 - (3) Detailed records of visits made to the parents' home or place of employment and the results of those visits.

- h. The district takes whatever action is necessary to ensure that the parent or adult student understands the proceedings at a meeting, including arranging for an interpreter for parents or adult students who are deaf or whose native language is other than English.
- i. After the transfer of rights to an adult student at the age of majority, the district provides written notice of meetings to the adult student and parent, if the parent can be reasonably located. After the transfer of rights to an adult student at the age of majority, a parent receiving notice of an IEP meeting is not entitled to attend the meeting unless invited by the adult student or the district.
- j. An IEP meeting does not include:
 - (1) Informal or unscheduled conversations involving district personnel;
 - (2) Conversations on issues such as teaching methodology, lesson plans or coordination of service provision if those issues are not addressed in the student's IEP; or
 - (3) Preparatory activities that district or public personnel engage in to develop a proposal or response to a parent proposal that will be discussed at a later meeting.

4. Surrogate Parents

- a. The district protects the rights of a student with a disability, or suspected of having a disability, by appointing a surrogate parent when:
 - (1) The parent cannot be identified or located after reasonable efforts;
 - (2) The student is a ward of the state or an unaccompanied homeless youth and there is reasonable cause to believe that the student has a disability, and there is no foster parent or other person available who can act as the parent of the student; or
 - (3) The parent or adult student requests the appointment of a surrogate parent.
- b. The district secures nominations of persons to serve as surrogates. The district appoints surrogates within 30 days of a determination that the student needs a surrogate, unless a surrogate has already been appointed by juvenile court.
- c. The district will only appoint a surrogate who:
 - (1) Is not an employee of the district or ODE;
 - (2) Is not an employee of any other agency involved in the education or care of the student;
 - (3) Is free of any personal or professional interest that would interfere with representing the student's special education interests; and
 - (4) Has the necessary knowledge and skills that ensure adequate representation of the student in special education decisions. The district will provide training, as necessary, to ensure that surrogate parents have the requisite knowledge.
- d. The district provides all special education rights and procedural safeguards to appointed surrogate parents.
- e. A surrogate will not be considered an employee of the district solely on the basis that the surrogate is compensated from public funds.
- f. The duties of the surrogate parent are to:
 - (1) Protect the special education rights of the student;
 - (2) Be acquainted with the student's disability and the student's special education needs;

- (3) Represent the student in all matters relating to the identification, evaluation, IEP and educational placement of the student; and
 - (4) Represent the student in all matters relating to the provision of FAPE to the student.
- g. A parent may give written consent for a surrogate to be appointed.
 - (1) When a parent requests that a surrogate be appointed, the parent shall retain all parental rights to receive notice and all of the information provided to the surrogate. When the district appoints a surrogate at parent request, the district will continue to provide to the parent a copy of all notices and other information provided to the surrogate.
 - (2) The surrogate, alone, shall be responsible for all matters relating to the special education of the student. The district will treat the surrogate as the parent unless and until the parent revokes consent for the surrogate's appointment.
 - (3) If a parent gives written consent for a surrogate to be appointed, the parent may revoke consent at any time by providing a written request to revoke the surrogate's appointment.
- h. An adult student to whom rights have transferred at age of majority may give written consent for a surrogate to be appointed. When an adult student requests that a surrogate be appointed, the student shall retain all rights to receive notice and all of the information provided to the surrogate. The surrogate, alone, shall be responsible for all matters relating to the special education of the student. The district will treat the surrogate as the adult student unless and until the adult student revokes consent for the surrogate's appointment. If an adult student gives written consent for a surrogate to be appointed, the adult student may revoke consent at any time by providing a written request to revoke the surrogate's appointment.
- i. The district may change or terminate the appointment of a surrogate when:
 - (1) The person appointed as surrogate is no longer willing to serve;
 - (2) Rights transfer to the adult student or the student graduates with a regular diploma;
 - (3) The student is no longer eligible for special education services;
 - (4) The legal guardianship of the student is transferred to a person who is able to carry out the role of the parent;
 - (5) A foster parent or other person is identified who can carry out the role of parent;
 - (6) The parent, who previously could not be identified or located, is now identified or located;
 - (7) The appointed surrogate is no longer eligible;
 - (8) The student moves to another district; or
 - (9) The student is no longer a ward of the state or unaccompanied homeless youth.
- j. The district will not appoint a surrogate solely because the parent or student to whom rights have transferred is uncooperative or unresponsive to the special education needs of the student.

5. Transfer of Rights at Age of Majority

- a. When a student with a disability reaches the age of majority, marries or is emancipated, rights previously accorded to the student's parents under the special education laws, transfer to the student. A student for whom rights have transferred is considered an "adult student" under OAR 581-015-2000(1).

- b. The district provides notice to the student and the parent that rights (accorded by statute) will transfer at the age of majority. This notice is provided at an IEP meeting and documented on the IEP:
 - (1) At least one year before the student's 18th birthday;
 - (2) More than one year before the student's 18th birthday, if the student's IEP team determines that earlier notice will aid transition; or
 - (3) Upon actual knowledge that within a year the student will likely marry or become emancipated before age 18.
- c. The district provides written notice to the student and to the parent at the time of the transfer.
- d. These requirements apply to all students, including students who are incarcerated in a state or local adult or juvenile correctional facility or jail.
- e. After transfer of rights to the student, the district provides any written prior notices and written notices of meetings required by the special education laws to the adult student and to the parent if the parent can be reasonably located.
- f. After rights have transferred to the student, receipt of notice of an IEP meeting does not entitle the parent to attend the meeting unless invited by the student or the district.
- g. 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 goals and transition services.

6. Prior Written Notice

- a. The district provides prior written notice to the parent of a student, or student, within a reasonable period of time, before the district:
 - (1) Proposes to initiate or change, the identification, evaluation or educational placement of the student, or the provision of a FAPE to the child; or
 - (2) Refuses to initiate or change the identification, evaluation or educational placement of the student, or the provision of a FAPE to the child.
- b. The content of the prior written notice will include:
 - (1) A description of the action proposed or refused by the district;
 - (2) An explanation of why the district proposed or refused to take the action;
 - (3) A description of each evaluation procedure, test, assessment, record or report used as a basis for the proposal or refusal;
 - (4) A statement that the parents of a student with a disability have procedural safeguards and, if this notice is not an initial referral for evaluation, how a copy of the *Procedural Safeguards Notice* may be obtained;
 - (5) Sources for parents to contact to obtain assistance in understanding their procedural safeguards;
 - (6) A description of other options the IEP team considered and the reasons why those options were rejected; and
 - (7) A description of other factors that are relevant to the agency's proposal or refusal.

c. The prior written notice is:

- (1) Written in language understandable to the general public; and
- (2) Provided in the native language of the parent or other mode of communication used by the parent, unless it is clearly not feasible to do so;
- (3) If the native language or other mode of communication of the parent is not a written language, the district shall take steps to ensure that:
 - (a) The notice is translated orally or by other means to the parent in the parent's native language or other mode of communication;
 - (b) The parent understands the content of the notice; and
 - (c) There is written evidence that the requirements of this rule have been met.

7. Consent¹ – Initial Evaluation

- a. The district provides notice and obtains informed written consent from the parent or adult student before conducting an initial evaluation to determine whether a student has a disability (as defined by Oregon law) and needs special education. Consent for initial evaluation is not consent for the district to provide special education and related services.
- b. The district makes reasonable efforts to obtain informed consent from a parent for an initial evaluation to determine a child's eligibility for special education services. If a parent does not provide consent for an initial evaluation or does not respond to a request for consent for an initial evaluation, the district may, but is not required to, pursue the initial evaluation of the child through mediation or due process hearing procedures. The district does not violate its child find obligations if it declines to pursue the evaluation using these procedures.

8. Consent – Initial Provision of Special Education Services

- a. The district provides notice and obtains informed written consent from the parent or adult student before the initial provision of special education and related services to the student.
- b. The district makes reasonable efforts to obtain informed consent, but if a parent or adult student does not respond or refuses consent for initial provision of special education and related services, the district does not convene an IEP meeting, develop an IEP or seek to provide special education and related services through mediation or due process hearing procedures. The district will not be considered to be in violation of the requirement to make FAPE available to the student under these circumstances. The district stands ready to serve the student if the parent or adult student later consents.

9. Consent – Re-evaluation

- a. The district obtains informed parent consent before conducting any re-evaluation of a child with a disability, except:

¹ "Consent" means that the parent or adult student: a) has been fully informed, in his/her/their native language or other mode of communication, of all information relevant to the activity for which consent is sought; and b) understands and agrees in writing to the carrying out of the activity for which his/her/their consent is sought. Consent is voluntary on the part of the parent and meeting the requirements of consent provision for OAR 581-015-2090, IDEA and Family Education Rights and Privacy Act (FERPA).

- (1) The district does not need written consent for a re-evaluation if the parent does not respond after reasonable efforts to obtain informed consent. However, the district does not conduct individual intelligence tests or tests of personality without consent.
 - (2) If a parent refuses to consent to the re-evaluation, the district may, but is not required to, pursue the re-evaluation by using mediation or due process hearing procedures.
- b. A parent or adult student may revoke consent at any time before the completion of the activity for which they have given consent. If a parent or adult student revokes consent, that revocation is not retroactive.

10. Consent – Other Requirements

- a. The district documents its reasonable efforts to obtain parent consent, such as phone calls, letters and meeting notes.
- b. If a parent of a student who is home schooled or enrolled by the parents in a private school does not provide consent for the initial evaluation or the re-evaluation, or if the parent does not respond to a request for consent, the district:
 - (1) Does not use mediation or due process hearing procedures to seek consent; and
 - (2) Does not consider the child as eligible for special education services.
- c. If a parent or adult student refuses consent for one service or activity, the district does not use this refusal to deny the parent or child any other service, benefit or activity, except as specified by these rules and procedures.
- d. 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 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 IEP team meeting or develop an IEP for the child for further provision of special education or related services.

11. Exceptions to Consent

- a. The district does not need written parent or adult student consent before:
 - (1) Reviewing existing data as part of an evaluation or re-evaluation;
 - (2) Administering a test or other evaluation administered to all students without consent unless, before administration of that test or evaluation, consent is required of parents of all students;
 - (3) Conducting evaluations, tests, procedures or instruments that are identified on the student's individualized education program (IEP) as a measure for determining progress;

or

- (4) Conducting a screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation.
- b. The district does not need written parent consent to conduct an initial special education evaluation of a student who is a ward of the state and not living with the parent if:
 - (1) Despite reasonable efforts to do so, the district has not been able to find the parent;
 - (2) The parent's rights have been terminated in accordance with state law; or
 - (3) The rights of the parent to make educational decisions have been subrogated by a judge in accordance with state law and consent for an initial evaluation has been given by an individual appointed by the judge to represent the child.
- c. The district does not need written parental consent if an administrative law judge (ALJ) determines that the evaluation or re-evaluation is necessary to ensure that the student is provided with a free appropriate public education.

12. Independent Educational Evaluations (IEE)

- a. A parent of a student with a disability has a right to an independent educational evaluation at public expense if the parent disagrees with an evaluation obtained by the district.
- b. If a parent requests an independent educational evaluation at public expense, the district provides information to parents about where an independent educational evaluation may be obtained, and the district criteria applicable for independent educational evaluations.
- c. If a parent requests an independent educational evaluation at public expense, the district, without unnecessary delay, either:
 - (1) Initiates a due process hearing to show that its evaluation is appropriate; or
 - (2) Ensures that an independent educational evaluation is provided at public expense unless the district demonstrates in a hearing that the evaluation obtained by the parent did not meet district criteria.
- d. The district criteria for independent educational evaluations are the same as for district evaluations including, but not limited to, location, examiner qualifications and cost.
 - (1) Criteria established by the district do not preclude the parent's access to an independent educational evaluation.
 - (2) The district provides the parents the opportunity to demonstrate the unique circumstances justifying an IEE that does not meet the district's criteria.
 - (3) A parent may be limited to one independent educational evaluation at public expense each time the district conducts an evaluation with which the parent disagrees.
- e. If a parent requests an independent educational evaluation, the district may ask why the parent disagrees with the public evaluation. The parent may, but is not required to provide an explanation. The district may not:
 - (1) Unreasonably delay either providing the independent educational evaluation at public expense or initiating a due process hearing to defend the public evaluation;
 - (2) Except for the criteria listed above in c., impose conditions or timelines related to obtaining an IEE at public expense.

- f. The district considers an independent educational evaluation submitted by the parent, in any decision made with respect to the provision of a free appropriate public education to the student, if the submitted independent evaluation meets district criteria.

13. Dispute Resolution – Mediation

- a. The district or parent may request mediation from ODE for any special education matter, including before the filing of a complaint or due process hearing request.
- b. The district acknowledges that:
 - (1) Mediation must be voluntary on the part of the parties, must be conducted by a qualified and impartial mediator who is trained in effective mediation techniques and may not be used to deny or delay a parent's right to a due process hearing or filing a complaint.
 - (2) Each mediation session must be scheduled in a timely manner and must be held in a location that is convenient to the parties to the dispute.
 - (3) An agreement reached by the parties to the dispute in the mediation process must be set forth in a legally binding written mediation agreement that:
 - (a) States the terms of the agreement;
 - (b) States that all discussions that occurred during the mediation process remain confidential and may not be used as evidence in any subsequent due process hearing or civil proceeding; and
 - (c) Is signed by the parent and a representative of the district who has the authority to bind the district to the mediation agreement.
 - (4) Mediation communication is not confidential if it relates to child or elder abuse and is made to a person who is required to report abuse, or threats of physical harm, or professional conduct affecting licensure.
 - (5) The mediation agreement is enforceable in any state court of competent jurisdiction or in a district court of the United States.

14. Dispute Resolution – Complaint Investigation

- a. Any organization or person may file a signed, written complaint with the State Superintendent of Public Instruction alleging that a district or education service district (ESD) is violating or has violated the Individuals with Disabilities Education Act (IDEA) or associated regulations within one year before the date of the complaint. Upon receiving a parent complaint, the ODE forwards the complaint to the district or ESD along with a request for a district response to the allegations in the complaint.
- b. Upon receiving a request for response from ODE, the district responds to the allegations and furnishes any requested information or documents within 10 business days.
- c. The district sends a copy of the response to the complainant. If ODE decides to conduct an on-site investigation, district personnel participate in interviews and provide additional documents as needed.
- d. The district and the complainant may attempt to resolve a disagreement that led to a complaint through mediation. If they decide against mediation, or if mediation fails to produce an agreement, ODE will pursue the complaint investigation.
- e. If ODE substantiates some or all of the allegations in a complaint, it will order corrective action. The district satisfies its corrective action obligations in a timely manner.

- f. If the district disagrees with the findings and conclusions in a complaint final order, it may seek reconsideration by ODE or judicial review in county circuit court.

15. Due Process Hearing Requests

- a. The district acknowledges that parents may request a due process hearing if they disagree with a district proposal or refusal relating to the identification, evaluation, educational placement or provision of a free appropriate education to a student who may have a disability and be eligible for special education.
- b. The district may request a due process hearing regarding the identification, evaluation, educational placement or provision of a free appropriate education to a student who may have a disability and be eligible for special education.
- c. When requesting a due process hearing, the district or the attorney representing the district provides notice to the parent and to ODE.
- d. The party, including the district, that did not file the hearing request must, within 10 days of receiving the request for a hearing, send to the other party a response that specifically addresses the issues raised in the hearing request.
- e. If the parent had not yet received prior written notice of the district's proposal or refusal, the district, within 10 days of receiving the hearing request for a due process hearing, sends to the parent a response that includes:
 - (1) An explanation of why the district proposed or refused to take the action raised in the hearing request;
 - (2) A description of other options that the district considered and the reasons why those options were rejected;
 - (3) A description of each evaluation procedure, assessment, record or report the district used as the basis for the proposed or refused action; and
 - (4) A description of the factors relevant to the district's proposal or refusal.

16. Resolution Session

- a. Within 15 days of receiving a due process hearing request, the district will hold a resolution session with the parents and the relevant members of the IEP team who have specific knowledge of the facts identified in the due process hearing request.
- b. This meeting will include a representative of the district who has decision-making authority for the district.
 - (1) The district will not include an attorney unless the parent brings an attorney.
 - (2) The district will provide the parent with an opportunity for the parent to discuss the hearing request and related facts so that the district has an opportunity to resolve the dispute.
 - (3) The district and parent may agree in writing to waive the resolution meeting. If so, the 45-day hearing timeline will begin the next business day, unless the district and parent agree to try mediation in lieu of the resolution session.

17. Time Limitations and Exception

- a. A parent must request a due process hearing within two years after the date of the district act or omission that gives rise to the parent's hearing request.

- b. This timeline does not apply to a parent if the district withheld relevant information from the parent or incorrectly informed the parent that it had resolved the problem that led the parent's hearing request.

18. Hearing Costs

- a. The district reimburses ODE for costs related to conducting the hearing, including pre-hearing conferences, scheduling arrangement and other related matters.
- b. The district provides the parent with a written or, at the option of the parent, an electronic verbatim recording of the hearing, within a reasonable time of the close of the hearing
- c. The district does not use IDEA funds to pay attorney's fees or other hearing costs.

19. Discipline and Placement in Interim Alternative Setting

See Board policy JGDA - Discipline of Students with Disabilities.