

# **Meeting Packet**

## **REGULAR SESSION**

**12/16/2021**

**07:00 PM**



## PHILOMATH SCHOOL DISTRICT 17J

### REGULAR SESSION

PHILOMATH SCHOOL DISTRICT 17J

District Office

1620 Applegate Street, Philomath

12/16/2021 07:00 PM

#### A. EXECUTIVE SESSION ~ 6:00 p.m.

ORS 192.660 (2) (d) to discuss labor negotiations

ORS 192.660 (2) (i) to review and evaluate the employment related performance of district employees

#### B. REGULAR SESSION ~ 7:00 p.m.

1. Call to Order & Pledge of Allegiance: Rick Wells, Chair

2. FAQs and Public Comments/Requests

#### C. REPORTS & CORRESPONDENCE ~

1. Student Government Report

2. Association Reports

- PEA
- OSEA

3. Native American Awareness Report - PHS Student Equity Team

4. Superintendent Report

5. Director of Finance Report

[Finance Director Board Report \(p. 5\)](#)

[Enrollment \(p. 6\)](#)

[Financials - November 2021 \(p. 8\)](#)

[Fund 284 PES \(p. 12\)](#)

[Fund 285 PMS \(p. 13\)](#)

[Fund 286 PHS \(p. 15\)](#)

#### D. STRATEGY AND DISCUSSION ~

1. Kings Valley Charter School - Public Hearing for Charter Renewal

[KVCS Charter Agreement 7th Edition Draft - 110321 \(p. 19\)](#)

2. School Updates

### **3. Ready Schools, Safe Learners Update**

[RSSL Update \(p. 55\)](#)

### **4. Policies (Second Reading) From 11/18/21 mtg - Action Required**

[Policy AC \(p. 68\)](#)

[Policy AC-AR \(p. 70\)](#)

[Policy BD BDA \(p. 74\)](#)

[Policy BDDH - Delete \(p. 78\)](#)

[Policy BDDH \(p. 80\)](#)

[Policy GBA \(p. 82\)](#)

[Policy IGBHA \(p. 84\)](#)

[IBGHA-AR \(p. 86\)](#)

[Policy JB \(p. 89\)](#)

### **5. Policies (Second Reading) - 12/16/21 Action Required**

[Policy ACB - Every Student Belongs \(p. 91\)](#)

[Policy ACB - AR \(p. 93\)](#)

[Policy IB \(p. 96\)](#)

[Policy IGBI \(p. 99\)](#)

[Policy IJ \(p. 100\)](#)

[Policy JBB \(p. 102\)](#)

[Policy JFC \(p. 104\)](#)

[Policy JFCF \(p. 107\)](#)

## **E. ACTION ITEMS ~**

### **1. Consent Agenda**

[Consent Agenda \(p. 112\)](#)

[Check Listing - November 2021 \(p. 113\)](#)

[Minutes - Joint Board Meeting 11/18/21 \(p. 118\)](#)

[Minutes - Regular Session 11/18/2021 \(p. 119\)](#)

### **2. Surplus Property - Action Required**

[Surplus Property \(p. 123\)](#)

## **F. MEETING CLOSURE ~**

### **1. Board Reports & Thanks**

### **2. Next Meeting Agenda Items**

### **3. Board Requests & Adjournment**

## **G. IMPORTANT DATES**

Dec 18-Jan 2

Jan 4

Jan 20

6:00-8:00 p.m.

7:00-9:00 p.m.

Winter Break

KVCS/PSD Work Session

PSD Regular Board Meeting





# Philomath School District

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

December 9, 2021

Board Members:

Enclosed you shall find the financial reports for the period ending November 30, 2021.

Our current report of enrollment for the 2021-2022 school year compared with the previous *year* is broken down as follows:

<u>School</u>	<u>December 2021</u>	<u>December 2020</u>	<u>Change</u>
CPS	160	134	26
PES	329	308	21
BL	22	17	5
PMS	332	289	43
PHS	392	373	19
PA	107	200	-93
KVCS	<u>189</u>	<u>202</u>	<u>-13</u>
Subtotal	1531	1523	8
Part-Time	<u>25</u>	<u>54</u>	<u>-29</u>
Total	<u>1556</u>	<u>1577</u>	<u>-21</u>

Our current report of enrollment for the 2021-2022 school year compared with the previous *month* is broken down as follows:

<u>School</u>	<u>December 2021</u>	<u>November 2021</u>	<u>Change</u>
CPS	160	161	-1
PES	329	329	-
BL	22	23	-1
PMS	332	331	1
PHS	392	399	-7
PA	107	98	9
KVCS	<u>189</u>	<u>193</u>	<u>-4</u>
Subtotal	1531	1534	-3
Part-Time	<u>25</u>	<u>11</u>	<u>14</u>
Total	<u>1556</u>	<u>1545</u>	<u>11</u>

November 2021 General Fund Expenditures totaled \$1,770,509. Expenditures that exceed \$10,000 are as follows:

- |                                 |            |                            |
|---------------------------------|------------|----------------------------|
| • Accuity, LLC                  | \$ 10,000  | (Audit – Progress Payment) |
| • Corvallis School District     | \$ 34,086  | (Boundary Settlement)      |
| • ET Burner & Boiler Service    | \$ 10,133  | (Boiler Repairs)           |
| • Linn-Benton Community College | \$ 12,658  | (Fall Tuition)             |
| • Pacific Power                 | \$ 18,941  | (Monthly Electric Bill)    |
| • Mid-Columbia Bus Company      | \$ 62,910  | (October Bus Service)      |
| • Kings Valley Charter School   | \$ 196,863 |                            |

Respectfully Submitted,

*Wdm*

Bill Mancuso  
Business Manager

**2021 / 2022 SCHOOL YEAR**  
**ENROLLMENT FIGURES as of: December 16, 2021**

	District	CPS	PES	BL	PMS	PHS	Academy	Part Time	KVCS	Part Time
Kindergarten	102	76		5			0	1	20	
1st	113	<u>84</u>		6			1	1	21	
2nd	87		69	4			5		9	
3rd	114		85	6			3		20	
4th	109		85	<u>1</u>			7		16	
5th	109		<u>90</u>				5		14	
6th	129				105		5		19	
7th	125				104		5		16	
8th	149				<u>123</u>		9	1	16	
9th	144					120	8	3	13	
10th	131					105	12	4	10	
11th	121					94	17	2	8 *	
12th	123					<u>73</u>	<u>30</u>	<u>12</u>	7	1
Totals		160	329	22	332	392	107	24	189	1

**TOTAL FULL-TIME ENROLLMENT - All Schools 1,531**

**Philomath School District 17J - 2021-2022 School Year -- Summary of Enrollment**

School	09/16	10/21	11/18	12/16	01/20	02/17	03/17	04/21	05/19	06/16
CPS	159	161	161	160	0	0	0	0	0	0
PES	330	332	329	329	0	0	0	0	0	0
BL	23	22	23	22	0	0	0	0	0	0
PMS	331	331	331	332	0	0	0	0	0	0
PHS	435	411	399	392	0	0	0	0	0	0
Academy	91	93	98	107	0	0	0	0	0	0
KVCS	204	198	193	189	0	0	0	0	0	0
SubTotal	1,573	1,548	1,534	1,531	0	0	0	0	0	0
Part-time students	1	14	11	25	0	0	0	0	0	0
Total Enrollment	1,574	1,562	1,545	1,556	0	0	0	0	0	0

**Philomath School District 17J - 2020-2021 School Year -- Summary of Enrollment**

School	09/21	10/19	11/16	12/14	01/25	02/16	03/15	04/19	05/17	06/21
CPS	131	136	135	134	135	138	141	147	151	151
PES	299	299	306	308	307	314	327	332	332	333
BL	22	20	17	17	17	15	14	16	17	17
PMS	290	288	289	289	285	285	286	300	306	305
PHS	411	382	373	373	364	358	352	351	334	334
Academy	202	202	190	200	198	185	171	165	154	150
KVCS	206	204	204	202	199	201	199	198	198	199
SubTotal	1,561	1,531	1,514	1,523	1,505	1,496	1,490	1,509	1,492	1,489
Part-time students		53	55	54	61	60	61	66	76	76
Total Enrollment	1,561	1,584	1,569	1,577	1,566	1,556	1,551	1,575	1,568	1,565

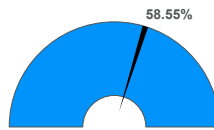
Enrollment: 2020-21/enrollment/0920



# 100 General Fund Revenue Dashboard Summary

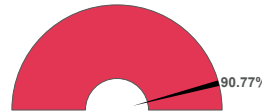
For the Period Ending November 30, 2021

## Actual YTD Revenues



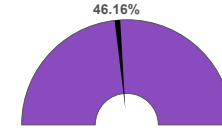
Projected YTD Revenues  
57.84%

## Actual YTD Local Sources



Projected YTD Local Sources  
85.97%

## Actual YTD State Sources



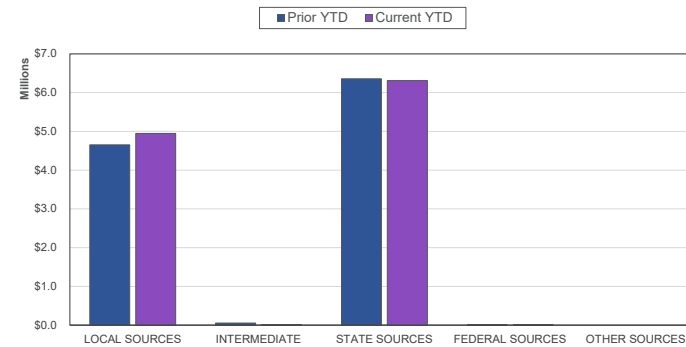
Projected YTD State Sources  
47.07%

## General Fund Revenues

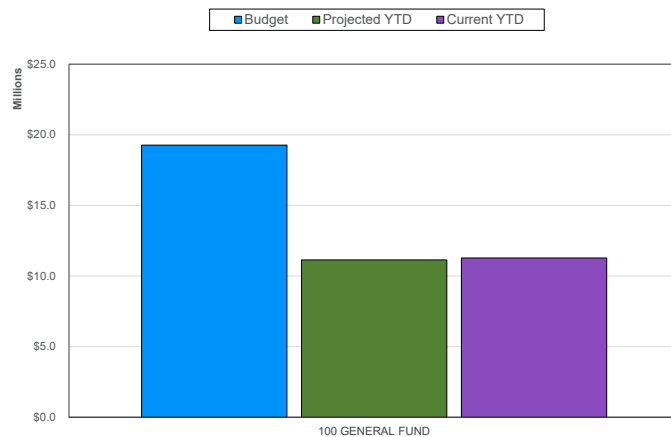
### Top 10 General Fund Sources of Revenue (Year-to-Date)

State School Fund (SSF)	\$6,309,816
Property Taxes	\$3,843,977
Local Option Levy Taxes	\$980,355
Kings Valley Charter School Fees	\$58,704
Miscellaneous	\$38,755
County School Funds	\$16,241
Interest On Investments	\$11,599
Medicaid Reimbursements	\$6,642
Fees Charged To Grants	\$5,281
Contributions And Donations From Private Sources	\$4,950
Percent of Total Revenues Year-to-Date	99.95%

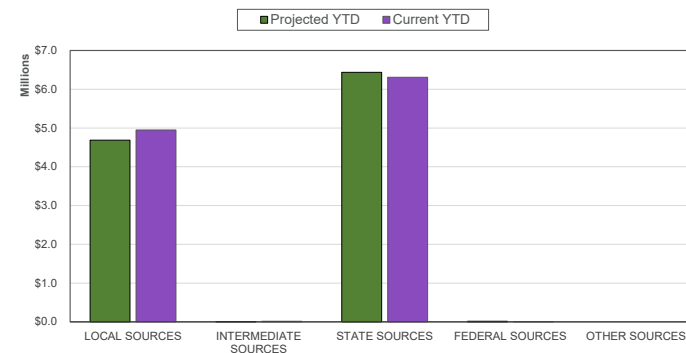
### General Fund Revenue by Source | Prior YTD vs. Current YTD



### Revenues by Fund | Budget / Projected YTD / Current YTD



### General Fund Revenue by Source | Projected YTD vs. Current YTD

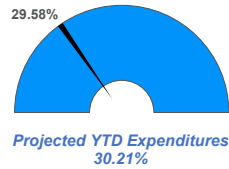




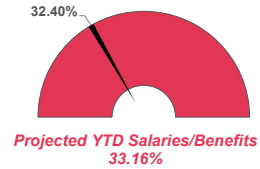
# 100 General Fund Expense Dashboard Summary

For the Period Ending November 30, 2021

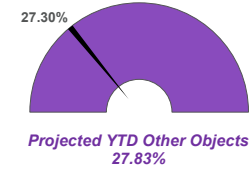
## Actual YTD Expenditures



## Actual YTD Salaries/Benefits



## Actual YTD Other Objects

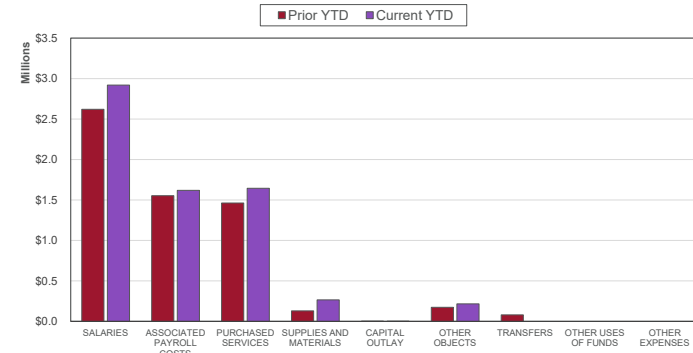


## General Fund Expenditures

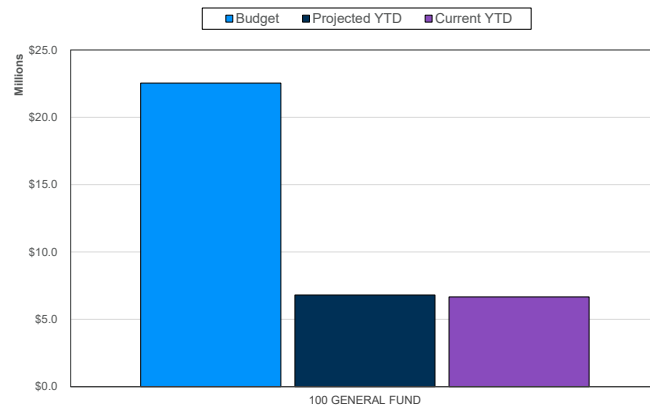
### Top 10 General Fund Expenditures by Program (Year-to-Date)

Licensed Salaries	\$1,361,368
Charter School Payments, Adm	\$822,071
Classified Salaries	\$584,969
Medical Insurance	\$475,777
Public Employees Retirement System	\$442,344
Administrator Salaries	\$440,859
Unrepresented Salaries	\$287,645
Charter School - Remote Funding	\$234,882
PERS Bond	\$223,251
Social Security Administration	\$216,925
Percent of Total Expenditures Year-to-Date	76.36%

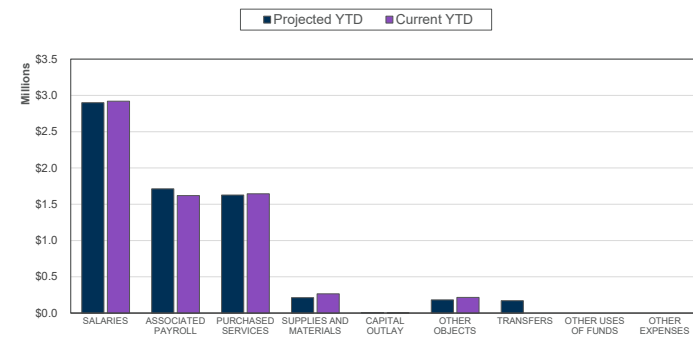
### General Fund Expenditures by Object | Prior YTD vs. Current YTD



### Expenditures by Fund | Budget / Projected YTD / Current YTD



### General Fund Expenditures by Object | Projected YTD vs. Current YTD

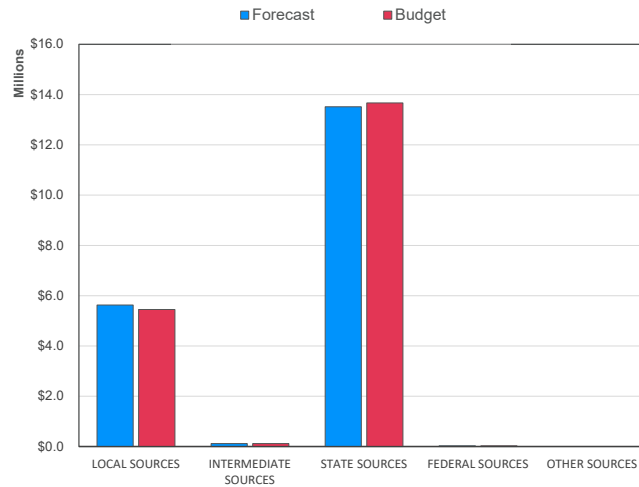


# 100 General Fund | Financial Projection by Object

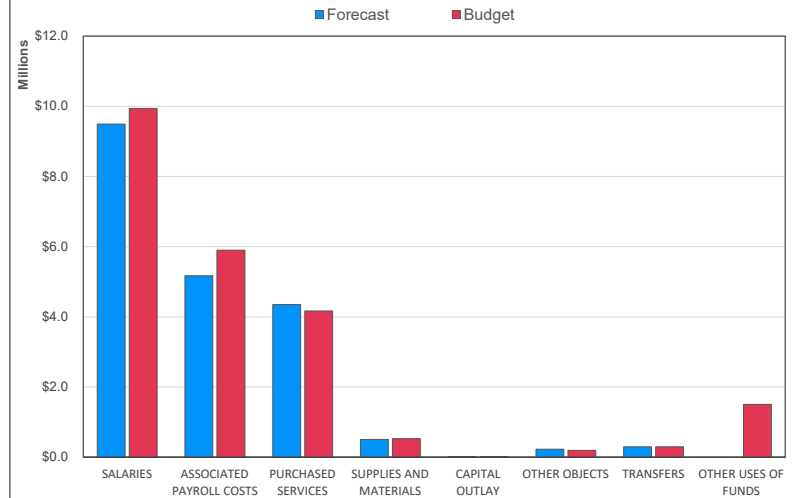
For the Period Ending November 30, 2021

	Prior YTD	Current YTD	Add: Projections	Annual Forecast	Annual Budget	Variance Fav / (Unfav)
<b>Beginning Fund Balance</b>	\$ 2,743,643	\$ -	\$ 2,514,838	\$ 2,514,838	\$ 3,267,000	\$ (752,162)
<b>REVENUES</b>						
Local Sources	4,654,098	4,948,771	682,405	5,631,175	5,451,964	179,211
Intermediate Sources	54,346	16,881	103,134	120,015	118,000	2,015
State Sources	6,357,290	6,309,816	7,209,426	13,519,242	13,670,867	(151,625)
Federal Sources	6,698	6,642	23,358	30,000	30,000	-
Other Sources	-	-	-	-	-	-
<b>TOTAL REVENUE</b>	<b>\$ 11,072,431</b>	<b>\$ 11,282,110</b>	<b>\$ 8,018,322</b>	<b>\$ 19,300,432</b>	<b>\$ 19,270,831</b>	<b>\$ 29,601</b>
<b>EXPENDITURES</b>						
Salaries	\$ 2,621,012	\$ 2,920,294	\$ 6,572,816	\$ 9,493,110	\$ 9,938,989	\$ 445,879
Associated Payroll Costs	1,553,234	1,618,613	3,550,331	5,168,944	5,901,691	732,747
Purchased Services	1,463,341	1,644,641	2,704,217	4,348,859	4,168,902	(179,957)
Supplies and Materials	130,378	264,930	239,128	504,058	526,076	22,018
Capital Outlay	2,663	1,654	4,428	6,082	11,300	5,218
Other Objects	173,110	216,168	11,417	227,585	193,172	(34,413)
Transfers	81,000	-	295,000	295,000	295,000	-
Other Uses of Funds	-	-	-	-	1,502,701	1,502,701
Other Expenses	-	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 6,024,738</b>	<b>\$ 6,666,300</b>	<b>\$ 13,377,337</b>	<b>\$ 20,043,638</b>	<b>\$ 22,537,831</b>	<b>\$ 2,494,193</b>
<b>SURPLUS / (DEFICIT)</b>	<b>\$ 5,047,693</b>	<b>\$ 4,615,809</b>	<b>\$ (5,359,015)</b>	<b>\$ (743,206)</b>	<b>\$ (3,267,000)</b>	
<b>ENDING FUND BALANCE</b>				\$ 1,771,632		
<b>PROJECTED AVAILABLE ENDING FUND BALANCE</b>				\$ 268,931		

Revenues by Source | Forecast vs. Budget



Expenditures by Object | Forecast vs. Budget

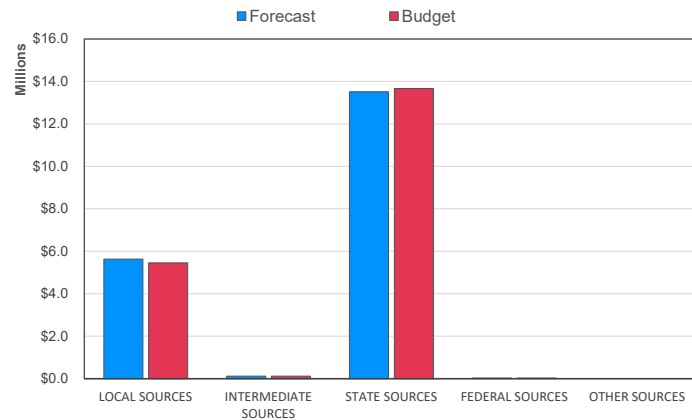


## 100 General Fund | Financial Projection by Function

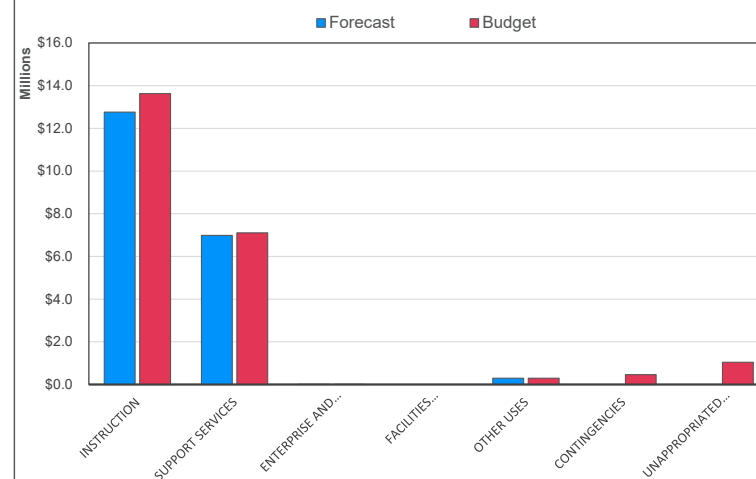
For the Period Ending November 30, 2021

	Prior YTD	Current YTD	Add: Projections	Annual Forecast	Annual Budget	Variance Fav / (Unfav)
<b>Beginning Fund Balance</b>	\$ 2,743,643	\$ -	\$ 2,514,838	\$ 2,514,838	\$ 3,267,000	\$ (752,162)
<b>REVENUES</b>						
Local Sources	4,654,098	4,948,771	682,405	5,631,175	5,451,964	179,211
Intermediate Sources	54,346	16,881	103,134	120,015	118,000	2,015
State Sources	6,357,290	6,309,816	7,209,426	13,519,242	13,670,867	(151,625)
Federal Sources	6,698	6,642	23,358	30,000	30,000	-
Other Sources	-	-	-	-	-	-
<b>TOTAL REVENUE</b>	<b>\$ 11,072,431</b>	<b>\$ 11,282,110</b>	<b>\$ 8,018,322</b>	<b>\$ 19,300,432</b>	<b>\$ 19,270,831</b>	<b>\$ 29,601</b>
<b>EXPENDITURES</b>						
Instruction	\$ 3,722,795	\$ 3,891,166	\$ 8,869,080	\$ 12,760,246	\$ 13,630,978	\$ 870,732
Support Services	2,220,943	2,774,670	4,211,308	6,985,978	7,102,660	116,682
Enterprise and Community Services	-	465	1,949	2,414	6,492	4,078
Facilities Acquisition and Construction	-	-	-	-	-	-
Other Uses	81,000	-	295,000	295,000	295,000	-
Contingencies	-	-	-	-	458,185	458,185
Unappropriated Ending Fund Balance	-	-	-	-	1,044,516	1,044,516
<b>TOTAL EXPENDITURES</b>	<b>\$ 6,024,738</b>	<b>\$ 6,666,300</b>	<b>\$ 13,377,338</b>	<b>\$ 20,043,638</b>	<b>\$ 22,537,831</b>	<b>\$ 2,494,193</b>
<b>SURPLUS / (DEFICIT)</b>	<b>\$ 5,047,693</b>	<b>\$ 4,615,809</b>	<b>\$ (5,359,015)</b>	<b>\$ (743,206)</b>	<b>\$ (3,267,000)</b>	<b>\$ 2,523,794</b>
<b>Projected Year End Fund Balance</b>				\$ 1,771,632		
<b>Projected Available Ending Fund Balance</b>				\$ 268,931		

Revenues by Source | Forecast vs. Budget



Expenditures by Function | Forecast vs. Budget



# Benton County School District 17J

## Student Activities Summary Report

Fiscal Year: 2021-2022

From: 11/1/2021

To: 11/30/2021

☐ Print Detail

☐ Exclude Encumbrances

☒ Reverse Signs

☐ Page Break by Activity

☒ Subtotal By Journal

	Range Beg. Balance	Range Revenue	Range Expenditures	Balance	Encumbrances	Available Balance
284.0000.9701.097.797.810 PES Food Pantry	10,847.66	.00	(792.51)	10,055.15	843.36	10,898.51
284.0000.9701.097.797.811 PES BE KIND	47.11	.00	.00	47.11	.00	47.11
284.0000.9701.097.797.812 PES Blodgett	9,298.62	80.00	(1,052.00)	8,326.62	(171.01)	8,155.61
284.0000.9701.097.797.813 PES Blodgett Parent Club	.00	.00	(224.65)	(224.65)	.00	(224.65)
284.0000.9701.097.797.815 CPS Donations	3,194.71	.00	.00	3,194.71	.00	3,194.71
284.0000.9701.097.797.816 PES Grants	4,219.03	.00	.00	4,219.03	.00	4,219.03
284.0000.9701.097.797.826 PES Field Trips	4,079.76	.00	.00	4,079.76	.00	4,079.76
284.0000.9701.097.797.827 PES Library	2,271.31	.00	.00	2,271.31	.00	2,271.31
284.0000.9701.097.797.828 PES Donations-Unrestricted	4,642.75	.00	(56.45)	4,586.30	.00	4,586.30
284.0000.9701.097.797.830 PES Music	(178.03)	.00	.00	(178.03)	.00	(178.03)
284.0000.9701.097.797.838 PES Reading Enhancement	(31.77)	.00	.00	(31.77)	.00	(31.77)
284.0000.9701.097.797.840 PES School Enhancement	17.70	.95	.00	18.65	.00	18.65
284.0000.9701.097.797.841 PES Science	(110.91)	.00	.00	(110.91)	.00	(110.91)
284.0000.9701.097.797.842 PES Social Committee	900.85	25.00	.00	925.85	.00	925.85
284.0000.9701.097.797.845 PES Textbook Damage Fees	65.70	.00	.00	65.70	.00	65.70
284.0000.9701.097.797.847 PES Students in Need	39.17	.00	(9.34)	29.83	.00	29.83
284.0000.9701.097.797.849 CPS Students in Need	54.30	.00	.00	54.30	.00	54.30
284.0000.9701.097.797.850 PES School Supplies	1,315.82	.00	.00	1,315.82	.00	1,315.82
<b>GRAND TOTALS</b>	40,673.78	105.95	(2,134.95)	38,644.78	672.35	39,317.13

End of Report

# Benton County School District 17J

## Student Activities Summary Report

Fiscal Year: 2021-2022

From: 11/1/2021

To: 11/30/2021

☐ Print Detail

☐ Exclude Encumbrances

☒ Reverse Signs

☐ Page Break by Activity

☒ Subtotal By Journal

	Range Beg. Balance	Range Revenue	Range Expenditures	Balance	Encumbrances	Available Balance
285.0000.9701.098.798.500 PMS Apparel	573.00	.00	.00	573.00	.00	573.00
285.0000.9701.098.798.501 PMS Art	886.99	30.00	.00	916.99	.00	916.99
285.0000.9701.098.798.502 PMS Athletics	3,763.69	.00	60.75	3,824.44	.00	3,824.44
285.0000.9701.098.798.503 PMS Band	5,853.45	.00	.00	5,853.45	.00	5,853.45
285.0000.9701.098.798.504 PMS Band Repair/Replace	1,572.76	.00	.00	1,572.76	.00	1,572.76
285.0000.9701.098.798.506 PMS Choir Beginning Balance	952.76	.00	.00	952.76	.00	952.76
285.0000.9701.098.798.508 PMS Drama	9,824.03	.00	.00	9,824.03	.00	9,824.03
285.0000.9701.098.798.510 PMS Library	193.37	.00	.00	193.37	.00	193.37
285.0000.9701.098.798.511 PMS Life Skills	786.38	.00	.00	786.38	.00	786.38
285.0000.9701.098.798.512 PMS Lock Replacement	1,710.17	.00	.00	1,710.17	.00	1,710.17
285.0000.9701.098.798.515 PMS Outdoor School	23,404.21	.00	.00	23,404.21	.00	23,404.21
285.0000.9701.098.798.516 PMS Sports/Pay-to-Play	(90.00)	.00	.00	(90.00)	.00	(90.00)
285.0000.9701.098.798.518 PMS Reeds	(340.49)	.00	.00	(340.49)	.00	(340.49)
285.0000.9701.098.798.519 PMS School Enhancement	1,938.22	41.32	.00	1,979.54	.00	1,979.54
285.0000.9701.098.798.520 PMS Science	12.14	.00	.00	12.14	.00	12.14
285.0000.9701.098.798.521 PMS Shop	1,576.95	.00	.00	1,576.95	.00	1,576.95
285.0000.9701.098.798.522 PMS Struxness - Helping Families	1,701.14	.00	.00	1,701.14	.00	1,701.14
285.0000.9701.098.798.523 PMS Student Body Fees	21,279.74	90.00	(991.78)	20,377.96	(200.00)	20,177.96
285.0000.9701.098.798.524 PMS Suspension Account	362.25	.00	(60.75)	301.50	.00	301.50
285.0000.9701.098.798.525 PMS Technology	877.35	.00	.00	877.35	.00	877.35
285.0000.9701.098.798.527 PMS Textbook Damage/Replacement	171.77	.00	.00	171.77	.00	171.77
285.0000.9701.098.798.529 PMS Student Wellness	3,935.90	.00	.00	3,935.90	.00	3,935.90

## Benton County School District 17J

### Student Activities Summary Report

Fiscal Year: 2021-2022

From: 11/1/2021

To: 11/30/2021

☐ Print Detail

☐ Exclude Encumbrances

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☐ Page Break by Activity

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	Range Beg. Balance	Range Revenue	Range Expenditures	Balance	Encumbrances	Available Balance
285.0000.9701.098.798.530 PMS Oregon Research Institute	4,946.25	.00	.00	4,946.25	.00	4,946.25
285.0000.9701.098.798.531 PMS Trip Club	225.08	.00	.00	225.08	.00	225.08
285.0000.9701.098.798.532 PMS Health/PE	1,404.05	.00	.00	1,404.05	.00	1,404.05
285.0000.9701.098.798.533 PMS Elective Rotation fee	.00	.00	.00	.00	.00	.00
285.0000.9701.098.798.534 PMS Battle of the Books	185.00	.00	(65.00)	120.00	.00	120.00
285.0000.9701.098.798.535 PMS School Supplies	2,836.09	.00	.00	2,836.09	.00	2,836.09
285.0000.9701.098.798.536 PMS Turkey Bingo	(328.82)	.00	.00	(328.82)	.00	(328.82)
285.0000.9701.098.798.537 PMS Fitness	797.87	.00	.00	797.87	.00	797.87
285.0000.9701.098.798.538 PMS Engineering	866.25	.00	.00	866.25	(150.00)	716.25
<b>GRAND TOTALS</b>	91,877.55	161.32	(1,056.78)	90,982.09	(350.00)	90,632.09

End of Report

# Benton County School District 17J

## Student Activities Summary Report

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	Range Beg. Balance	Range Revenue	Range Expenditures	Balance	Encumbrances	Available Balance
286.0000.9701.099.799.000 Beginning Fund Balance Student Activities	(302.41)	.00	.00	(302.41)	.00	(302.41)
286.0000.9701.099.799.600 PHS Over/Short	185.05	.00	.00	185.05	.00	185.05
286.0000.9701.099.799.601 PHS Adopt A Family	1,108.55	.00	.00	1,108.55	.00	1,108.55
286.0000.9701.099.799.603 PHS AP Testing	.84	.00	.00	.84	.00	.84
286.0000.9701.099.799.604 PHS Art	3,745.85	132.33	(55.20)	3,822.98	.00	3,822.98
286.0000.9701.099.799.606 PHS ASB	6,428.24	190.00	(503.02)	6,115.22	.00	6,115.22
286.0000.9701.099.799.607 PHS Athletic Officials	(6,471.77)	1,573.20	(8,049.19)	(12,947.76)	.00	(12,947.76)
286.0000.9701.099.799.610 PHS Athletic Supplies	(187.92)	.00	.00	(187.92)	.00	(187.92)
286.0000.9701.099.799.611 PHS Athletics	8,697.20	3,366.00	(3,314.98)	8,748.22	.00	8,748.22
286.0000.9701.099.799.612 PHS AV Technology	(278.51)	.00	.00	(278.51)	.00	(278.51)
286.0000.9701.099.799.613 PHS Baseball	1,455.22	1,175.00	(23.98)	2,606.24	23.98	2,630.22
286.0000.9701.099.799.616 PHS Botany	1,362.81	.00	.00	1,362.81	.00	1,362.81
286.0000.9701.099.799.617 PHS Boys Basketball	20,051.52	250.00	(2,000.00)	18,301.52	(325.00)	17,976.52
286.0000.9701.099.799.618 PHS Cheerleading	4,272.12	3,765.30	(1,390.00)	6,647.42	(1,221.13)	5,426.29
286.0000.9701.099.799.619 PHS Cinematic Art Club	443.86	.00	.00	443.86	.00	443.86
286.0000.9701.099.799.620 PHS Community Service Club-G. Lake	455.11	.00	.00	455.11	.00	455.11
286.0000.9701.099.799.621 PHS Cross Country	4,146.20	115.00	(252.00)	4,009.20	.00	4,009.20
286.0000.9701.099.799.622 PHS Dance Team	4,187.06	1,425.00	(2,210.77)	3,401.29	.00	3,401.29
286.0000.9701.099.799.624 PHS Special District Swim	.00	.00	.00	.00	.00	.00
286.0000.9701.099.799.625 PHS Donation	693.01	.00	.00	693.01	.00	693.01
286.0000.9701.099.799.627 PHS Driver Education	4,008.53	.00	.00	4,008.53	.00	4,008.53
286.0000.9701.099.799.633 PHS First Team	8,657.10	150.00	(294.91)	8,512.19	.00	8,512.19

## Benton County School District 17J

### Student Activities Summary Report

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	Range Beg. Balance	Range Revenue	Range Expenditures	Balance	Encumbrances	Available Balance
286.0000.9701.099.799.635 PHS Foods	3,717.02	471.00	.00	4,188.02	.00	4,188.02
286.0000.9701.099.799.636 PHS Football	2,183.71	.00	(1,051.72)	1,131.99	.00	1,131.99
286.0000.9701.099.799.637 PHS Forestry	12,086.54	.00	(671.11)	11,415.43	500.00	11,915.43
286.0000.9701.099.799.638 PHS GED	8.17	.00	.00	8.17	.00	8.17
286.0000.9701.099.799.639 PHS German Class	599.13	.00	.00	599.13	.00	599.13
286.0000.9701.099.799.640 PHS Girls Basketball	7,426.62	225.00	(2,000.00)	5,651.62	(900.05)	4,751.57
286.0000.9701.099.799.641 PHS Health Occ/Anatomy	86.96	.00	.00	86.96	.00	86.96
286.0000.9701.099.799.642 PHS Green Team	160.04	.00	.00	160.04	.00	160.04
286.0000.9701.099.799.644 PHS Life Skills	416.94	.00	(132.04)	284.90	.00	284.90
286.0000.9701.099.799.645 PHS Library	569.33	.00	.00	569.33	.00	569.33
286.0000.9701.099.799.646 PHS Lifeguard	378.92	.00	.00	378.92	.00	378.92
286.0000.9701.099.799.647 PHS Link Crew	1,187.99	.00	.00	1,187.99	.00	1,187.99
286.0000.9701.099.799.649 PHS Manufacturing Technology	8,650.27	60.00	.00	8,710.27	.00	8,710.27
286.0000.9701.099.799.652 PHS Misc Books	428.73	.00	.00	428.73	.00	428.73
286.0000.9701.099.799.653 PHS Music Band	1,651.83	.00	(100.00)	1,551.83	.00	1,551.83
286.0000.9701.099.799.654 PHS Music Choir	(414.48)	.00	.00	(414.48)	.00	(414.48)
286.0000.9701.099.799.655 PHS Music Tour	12,920.09	1,194.00	.00	14,114.09	(510.00)	13,604.09
286.0000.9701.099.799.656 PHS National Honor Society	2,378.95	.00	(364.25)	2,014.70	64.25	2,078.95
286.0000.9701.099.799.659 PHS Parking/Student Safety	697.43	.00	.00	697.43	.00	697.43
286.0000.9701.099.799.660 PHS PE Fees	294.59	.00	.00	294.59	.00	294.59
286.0000.9701.099.799.661 PHS Peer Counseling	576.24	.00	(200.50)	375.74	.00	375.74
286.0000.9701.099.799.664 PHS PHS Pay to Play	882.50	475.00	.00	1,357.50	.00	1,357.50



# Benton County School District 17J

## Student Activities Summary Report

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	Range Beg. Balance	Range Revenue	Range Expenditures	Balance	Encumbrances	Available Balance
286.0000.9701.099.799.665 PHS Preschool	4,043.22	.00	(254.71)	3,788.51	.00	3,788.51
286.0000.9701.099.799.666 PHS Prom	2,473.93	.00	.00	2,473.93	.00	2,473.93
286.0000.9701.099.799.667 PHS PSAT Fee Collections	671.81	.00	.00	671.81	.00	671.81
286.0000.9701.099.799.670 PHS Scholarship	200.44	.00	.00	200.44	.00	200.44
286.0000.9701.099.799.672 PHS Scholarship - Steve Moos	.00	.00	.00	.00	.00	.00
286.0000.9701.099.799.673 PHS Scholarship - Xerxes Das	263.55	.00	.00	263.55	.00	263.55
286.0000.9701.099.799.674 PHS School Enhancement	5,807.51	17.71	(59.98)	5,765.24	(880.00)	4,885.24
286.0000.9701.099.799.675 PHS School of Business	3,282.58	.00	.00	3,282.58	.00	3,282.58
286.0000.9701.099.799.676 PHS Science	169.40	.00	.00	169.40	.00	169.40
286.0000.9701.099.799.678 PHS Soccer Boys	2,425.91	.00	(119.70)	2,306.21	.00	2,306.21
286.0000.9701.099.799.679 PHS Soccer Girls	946.67	75.00	(57.04)	964.63	.00	964.63
286.0000.9701.099.799.680 PHS Softball	9,998.73	.00	.00	9,998.73	.00	9,998.73
286.0000.9701.099.799.681 PHS Spanish Class	1,656.40	.00	.00	1,656.40	.00	1,656.40
286.0000.9701.099.799.682 PHS Youth Transition Program	1,243.21	.00	(51.92)	1,191.29	.00	1,191.29
286.0000.9701.099.799.683 PHS Standard PE	.00	.00	.00	.00	.00	.00
286.0000.9701.099.799.684 PHS Student Body Fee	260.00	425.00	.00	685.00	.00	685.00
286.0000.9701.099.799.686 PHS Swim Team	925.24	.00	(75.00)	850.24	.00	850.24
286.0000.9701.099.799.687 PHS Tennis	10,250.45	.00	.00	10,250.45	.00	10,250.45
286.0000.9701.099.799.689 PHS Theatre	552.21	.00	(259.00)	293.21	.00	293.21
286.0000.9701.099.799.690 PHS Track	1,824.66	.00	.00	1,824.66	.00	1,824.66
286.0000.9701.099.799.691 PHS ASB Leadership Camp	.00	.00	.00	.00	.00	.00
286.0000.9701.099.799.693 PHS Volleyball	3,849.46	.00	(2,615.57)	1,233.89	1,000.00	2,233.89

## Benton County School District 17J

### Student Activities Summary Report

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286.0000.9701.099.799.695 PHS Warrior Wellness	1,615.28	.00	(90.87)	1,524.41	.00	1,524.41
286.0000.9701.099.799.696 PHS Wrestling	990.89	1,530.00	(450.00)	2,070.89	(2,122.50)	(51.61)
286.0000.9701.099.799.697 PHS Yearbook	41,919.78	975.00	(3,007.34)	39,887.44	.00	39,887.44
286.0000.9701.099.799.698 PHS Lagestee PTP Waiver Scholarship	4,194.03	.00	.00	4,194.03	.00	4,194.03
286.0000.9701.099.799.700 PHS Mr. PHS	.00	.00	.00	.00	.00	.00
286.0000.9701.099.799.704 PHS Booster Club Donation	451.89	.00	.00	451.89	.00	451.89
286.0000.9701.099.799.705 HS Student Transcript Fees	814.61	17.50	.00	832.11	.00	832.11
<b>GRAND TOTALS</b>	220,377.04	17,607.04	(29,654.80)	208,329.28	(4,370.45)	203,958.83

End of Report

# **KINGS VALLEY CHARTER SCHOOL**

## **CHARTER**

76<sup>th</sup> Amendment and Restatement

**Originally Adopted by Agreement with the Philomath School District 17J  
August 31, 2001**

**1<sup>st</sup> Amendment and Restatement Dated March 11, 2003**

**2<sup>nd</sup> Amendment and Restatement Dated October 21, 2004**

**3<sup>rd</sup> Amendment and Restatement Dated July 1, 2006**

**4<sup>th</sup> Amendment and Restatement Dated February 19, 2008**

**5<sup>th</sup> Amendment and Restatement Dated May 23, 2011**

**6<sup>th</sup> Amendment and Mediated Principles Dated April 3, 2013**

**7<sup>th</sup> Amendment and Restatement Dated**



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## **CHARTER FOR THE KINGS VALLEY CHARTER SCHOOL**

**THIS CHARTER FOR THE KINGS VALLEY CHARTER SCHOOL** (this “Charter”), is made and entered into as of its date of execution by and between the Board of the Philomath School District 17J (“District”), an Oregon common school district, and Kings Valley Charter School (“KVCS”), an Oregon nonprofit public benefit corporation.

### **RECITALS**

**WHEREAS**, the Oregon legislature has enacted ORS CHAPTER 338 (the “Charter School Act”) to set forth, among other things, the conditions under which a public charter school may be sponsored by a common school district; and

**WHEREAS**, on December 15, 2005, an application was submitted by KVCS to the District for renewal of KVCS as a charter school to operate within the School District; which was renewed by the District, and

**WHEREAS**, another application for renewal was submitted to the District by KVCS for renewal of KVCS as a public charter school to operate within the District, **WHEREAS**, the District has determined that the renewal application submitted by KVCS, complies with the purposes and requirements of ORS Chapter 338; and

**WHEREAS**, by resolution adopted **February 22, 2011**, the District Board granted the renewal contingent upon the negotiation and execution of a contract acceptable to KVCS and the District; and

**WHEREAS**, by mediated agreement between the parties (Memorandum of Understanding) on **November 1, 2012** and resolution adopted March 18, 2013, the District Board and KVCS Board desire to modify the agreement; and

**WHEREAS**, the Charter School Act requires that KVCS and the District enter into this agreement to establish the charter under which KVCS will operate as a public charter school; and

**WHEREAS**, the parties desire that KVCS be authorized to operate a public charter school in accordance with the terms of this Charter and the Charter School Act;

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual understandings, releases, covenants and payments herein described, the parties agree as follows:

## CHARTER

### SECTION 1. Creation of Charter; Nature, Power and Purpose of KVCS.

- (a) **Name, Purpose.** This agreement between KVCS and the District (this “Charter”) creates a public school charter under ORS 338.065 and shall be known as the “Kings Valley Charter School Charter.” This Charter acts as the legal authorization for the establishment of KVCS as a public charter school under the Charter School Act. This Charter shall be legally binding on the District and KVCS and their permitted successors, heirs and assigns.
- (b) **Powers.** In addition to its general corporate powers, KVCS shall have and exercise all of the powers, privileges, immunities and authorities granted to public charter schools by the Charter School Act and the laws of any other State or federal entity having jurisdiction over the operations of KVCS.
- (c) **Corporate Status and Governance.** KVCS shall at all times maintain itself as an Oregon nonprofit public benefit corporation and shall be governed by its Board of Directors, as provided in its articles and bylaws in compliance with State laws. KVCS shall provide the District with a copy of any amendments to its articles and bylaws.
- (d) **Public Nature.** KVCS is not a governmental entity or agency of a governmental entity and shall have no power to levy taxes or to issue bonds for which the public is or may become liable. However, KVCS shall be subject to the following laws that govern public bodies, as required by the Charter School Act:
  - (1) **Public Meetings.** All meetings of the KVCS Board shall be open to the public, except as otherwise permitted by law, and shall be subject to the provisions of ORS 192.610 to 192.690.
  - (2) **Public Records.** The records of the KVCS Board related to its operation of the charter school shall be subject to the public records provisions of ORS 192.410 to 192.505.
  - (3) **Oregon Tort Claims Act.** KVCS and its officers, agents and employees shall be entitled to the full protection of the Oregon Tort Claims Act as set forth in ORS 30.260 to 30.300.
  - (4) **Municipal Audit Law.** KVCS shall be subject to the provisions of ORS 297.405 to 297.555 and 297.990.
  - (5) **School District Laws.** KVCS is not subject to the statutes and rules that affect school districts except as provided in the Charter School Act. KVCS is subject to the rules adopted by the Oregon Department of Education relative to Charter Schools.
  - (6) **Other Laws:** In addition the above, KVCS shall also subject to the following:
    - 1. Federal Law
    - 2. ORS 181.534, 326.603, 326.607, 342.223 and 342.232 (criminal records)

checks)

3. ORS 337.150 (textbooks)
4. ORS 339.141, 339.147 and 339.155 (tuition and fees)
5. ORS 659.850, 659.855 and 659.860 (discrimination)
6. Health and safety statutes and rules
7. The statewide assessment system developed by the Department of Education for mathematics, science and English under ORS 329.485 (2)
8. ORS 329.045 (academic content standards and instruction)
9. Any statute or rule that establishes requirements for instructional time provided by a school during each day or during a year
10. ORS 339.250 (12) (prohibition on infliction of corporal punishment)
11. ORS 339.370, 339.372, 339.388 and 339.400 (reporting of child abuse and training on prevention and identification of child abuse)
12. ORS 329.451 (high school diploma, modified diploma, extended diploma and alternative certificate)
13. ORS chapter 657 (Employment Department Law)
14. ORS 339.326
15. ORS chapter 338 (Charter Schools)

Note: If applicable, may include ORS chapter 244 (government ethics) requirements or any law that by its explicit wording is applicable to charter schools.

- (e) **Philosophy and Mission.** Kings Valley Charter School will provide rural, community-based education tailored to the individual needs and interests of each child, emphasizing the involvement of parents and the community. The goal of the Kings Valley Charter School is to achieve academic excellence for all students through an individualized program. The environment at Kings Valley Charter School will promote self-motivation, responsibility and a positive attitude. Any changes to the philosophy and mission of the charters school will be preceded by 180 day notice to the District. The District will have 90 days to review and approve or deny any changes. If the District does not approve the change, the District will provide KVCS with written reasons for objection with possible remedy. KVCS will have 30 days to resubmit a new request and the District will complete the final review within 30 days of the resubmitted request.
- (f) **Nonreligious and Nondiscrimination Policy.** KVCS covenants that all of its charter school activities shall be governed by its nonreligious and nondiscrimination policy. The educational program of KVCS shall be nonreligious and nonsectarian. KVCS shall not discriminate against any student or staff on the basis of race, creed, color, sex, national origin, religion, ancestry, disability, marital status, sexual orientation, English language ability, athletic agility, income level or political beliefs and/or affiliations. All student enrollment and admission policies and procedures shall strictly adhere to KVCS's nondiscrimination policy. KVCS will comply with all applicable federal and State laws, rules and regulations regarding nondiscrimination.

## **SECTION 2. Interpretation; Integration.**

- (a) **Definitions.** Capitalized terms used in this Charter and not otherwise defined shall have the meanings set forth below:

**“Admission”** means that a student has been formally accepted as a student at KVCS and has enrolled with KVCS in accordance with the KVCS admission policies and procedures.

**“Charter School Act”** means ORS Chapter 338 and the rules and regulations promulgated by the Department thereunder, as the same may be, from time to time, amended or modified.

**“Department”** means the Oregon Department of Education.

**“District”** means the Philomath School District.

**“District Board”** means the District’s School Board.

**“Fiscal Year”** means, with respect to the District or KVCS, any twelve-month period beginning on July 1 and ending on the ensuing June 30.

**“Full-time Enrolled Student”** means a student attending KVCS for all non-special education course offerings and curriculum programs. For the purpose of establishing maximum enrollment a Kindergarten student shall count as .5 ADM and for the purposes of determining actual funding Kindergarten enrollment will be funded at the actual rate established by the state.

**“IDEA”** means the federal Individuals with Disabilities Education Act, commonly referred to as Public Law 94-142 (as amended).

**“IEP”** means an individualized education program created for a student with disabilities to whom the IDEA applies.

**“IEP Team”** means a committee of qualified educators charged with the task of evaluating the special needs of a Special Education Student to create an IEP for the student and determine the most appropriate educational setting for the student.

**“KVCS”** means, as the context requires, the Kings Valley Charter School, an Oregon nonprofit corporation formed for the purpose of operating a school, or the school to be known as the “Kings Valley Charter School”.

**“KVCS Board”** means the board of directors of KVCS.

**“Lease”** means the agreement between KVCS and the District attached to this Charter as Appendix C as the same may be amended by agreement of the parties.

**“PSKV”** means the People Sustaining Kings Valley – a District approved third-party contractor providing services to KVCS.

**“Special Education Student”** means a child with disabilities for whom the IDEA requires

the development of an IEP.

“State” means the State of Oregon and, as the context requires, Oregon’s executive, judicial or legislative bodies and their agents and agencies.

- (b) **Incorporation of Attachments and Interpretation of Conflicts.** This Charter includes the following appendices, exhibits and attachments, all of which are hereby incorporated as if fully set forth herein, provided that, if any conflict exists between the provisions of the body of this Charter, applicable State law and the provisions of any appendix, attachment or exhibit, priority in interpretation shall be first given to federal and State law and administrative rules, then to the body of this Charter and lastly to the provisions of the attachments and exhibits hereto:

Appendix A Funding and Administration of Special Education Student Services

Appendix B Schedule of Rates and Contract Services From District

Appendix C Lease

Appendix D Insurance schedule

Appendix E Memorandum of Understanding – the principles agreed to by the parties on November 1<sup>st</sup> through a mediation process.

Appendix F Memorandum of Understanding of May 2018 relating to per pupil State School Funding Rates

### SECTION 3. Term.

- (a) **Term.** Upon signature of both parties, this Charter shall be effective from July 1, 2024 and shall expire at midnight on June 30, 2032, unless otherwise terminated as provided in this Charter.
- (b) **Renewal.** The charter school governing body (the “KVCS Board”) will shall notify the District in writing, ~~inclusive of a draft agreement proposal,~~ of intent to renew the charter at the regularly scheduled PSD Board meeting in September. ~~(the “Renewal Request”) The Renewal request shall be inclusive of a proposed charter agreement (the “Proposed Charter”), unless no changes to eh existing charter are poposed byt the KVCS Board. Upon notification receipt of the Renewal Request, the the District must act on the renewal decision per ORS 338.065 with the following deadlines as follows:~~
- (1) Within 45 days after receiving a written ~~R~~enewal ~~R~~request, the District shall hold a public hearing regarding the regarding the ~~R~~enewal ~~Reqeust~~.
  - (2) Within 30 days after the public hearing, the District shall approve the renewal of the charter or state in writing the reasons for denying the Renewal Request.

- ~~(32)~~ If the District fails to observe the timelines of (1) or (2) above, or if it approves the Renewal Request without comment regarding the Proposed Charter, the terms of the Proposed Charter will be deemed accepted by the District; Within 10 days after the public hearing, the sponsor shall notify the public charter school governing body of the sponsor's intent about the renewal of the charter and submit a draft district charter agreement proposal to KVCS.
- ~~(3)~~ Within 20 days after the public hearing, the sponsor shall approve the renewal of the charter or state in writing the reasons for denying the renewal of the charter.
- ~~(4)~~ If the sponsor approves the renewal of the charter, the sponsor and the public charter school governing body shall negotiate a new charter within 90 days after the date on which the sponsor approved the renewal of the charter unless the sponsor and the public charter school governing body agree to an extension of the time period. The goal is for an agreement to be reached prior to March 30<sup>th</sup> so KVCS can plan for the next school year.
- If the district timely accepts the Renewal Request with comments regarding the Proposed Charter, the District and the KVCS Board (the "Parties") shall negotiate a "Negotiation Period", which Negotiation Period may be extended by the Parties by mutual written agreement. Notwithstanding the time period specified in the Charter, the Charter shall remain in effect throughout the Negotiation Period;
- ~~(5)~~ The parties agree that if a new charter is not reached during the Negotiation Period, the terms of the existing charter will remain in effect for a five-year charter term immediately following the expiration of the prior term and expiring at midnight on June 30 of the fifth year (the "Renewal Term"), subject to any changes in the law, including but not limited to ORS Chapter 338 and related Oregon Administrative Rules, that bear on existing charter terms

#### **SECTION 4. Educational Program and Curriculum.**

- (a) Age and Grade Range.** KVCS shall provide instruction to students in grades K-12

KVCS may change grade offerings subject to the following conditions:

The Charter will notify the District with a request to review grade level offerings by February 1 prior to the beginning of the school year. The District shall consider request of any change in grade level offerings prior to any implementation by April 30<sup>th</sup> of each academic year.

- (b) Curriculum.**

- (1) General Requirements.** The District agrees that its curricular requirements shall not apply to KVCS, to the extent permitted by State law, but that KVCS shall implement its instructional programs to include, at a minimum, mathematics, science, language skills, physical education and the arts. KVCS shall have the authority and responsibility of designing and implementing its educational program, subject to the conditions of this Charter, in a manner which is consistent with State law.
- (2) State Standards.** KVCS agrees to comply with all State requirements concerning academic content. The educational program, pupil performance standards and

curriculum designed and implemented by KVCS shall meet or exceed any content standards and diploma requirements adopted by the State and shall be designed to enable each pupil to achieve such standards.

- (3) **English as a Second Language.** KVCS shall assess the English language proficiency of all students identified as coming from a non-English-speaking background, or whose first language is other than English, and shall provide bilingual education or an “English as a Second Language” program for such students. KVCS will provide any special services that are required for English-as-a-second-language students pursuant to District policy and State and federal law. KVCS may contract with the District for the provision of these services as set forth in Appendix B to this Charter.
- (4) **Participation in Extracurricular Activities of District.** KVCS students are eligible to participate in extracurricular activities provided at other District schools at the same cost, if any, that is required of District students. Nonresident KVCS students must comply with applicable OSAA (Oregon State Athletic Association) rules before being eligible to participate in extracurricular activities in a District school. KVCS may provide extracurricular activities.

The District shall not be responsible for providing transportation for a KVCS student to and from an extracurricular activity. A KVCS student may use the District’s existing bus lines.

KVCS agrees to obtain prior approval from the District before making fundamental changes to the academic focus of the school. The District determines if a change, or proposed change is a fundamental change.

- (c) **Alternative Education Model.** KVCS will achieve its mission and goals through the use of innovative teaching techniques to create an active and flexible learning environment. Innovative teaching techniques shall include, but shall not be limited to:

- An individualized academic program for each student;
- A cross-disciplinary, hands-on learning approach to basic academic skills;
- Extensive involvement of parents and community members;
- Localized governance, which provides greater flexibility to respond to community needs.

Innovative teaching techniques may also include, but shall not be limited to:

- A second language program;
- Structured programs and activities that complement home school curriculum;
- An alternative academic environment within the Philomath School District

KVCS may use web-based software to increase course offerings that are exclusively for credit recovery, credit enrichment courses, or absence due to parental employment for full-time students who are physically attending KVCS. Other interim situations may be approved upon mutual agreement by the KVCS Director and District Superintendent.

## **SECTION 5. School Calendar; Tuition; Admission and Enrollment.**

- (a) **School Calendar.** The KVCS school year and attendance schedule will comply with OAR 581-022-1620. Hours of operations must be established within 30 days of the District’s announcement of hours of operation or August 15, whichever comes later.
- (b) **Tuition.** KVCS will not charge tuition for programs, classes or courses of study which are part of the regular school program. KVCS may charge reasonable fees for application processing, instructional materials, after-school programs and student activities.

  - (1) **Indigent Students.** KVCS shall provide waivers from all fees for those indigent students unable to pay in accordance with applicable federal and State law and KVCS policy. KVCS shall survey its student population for those eligible for free and reduced breakfasts and lunches under federal and State law, if KVCS elects to provide breakfasts and lunches for students.
- (c) **Admission and Enrollment.**

  - (1) **Eligibility; Voluntary Enrollment.** Student enrollment shall be voluntary. All students who reside in the District are eligible for enrollment and, under the conditions set forth herein, and as permitted by State law, students who reside outside of the District (“non-resident students”) may also be admitted. Enrollment of Special Education Students shall be the same as for students in general, except as modified by the special placement procedures set forth in Section 6. The KVCS enrollment application form will ask if the student applicant has an IEP.
  - (2) **Enrollment Numbers.**

    - (A) **Enrollment.** The daily maximum K-12 student enrollment for the term of this agreement will be ~~475~~216 ADMw. Kindergarten students will count at .5 ADM as part of the maximum enrollment. Student enrollment may only exceed these numbers with prior District approval. PreK enrollment is not subject to this charter. As per District Policy JECBA-AR, a maximum of one percent of the previous year’s September enrollment total can be accepted each year at PHS/KVCS as foreign exchange students although under special circumstance the superintendent may make exceptions. Therefore, KVCS is allowed to enroll one foreign exchange student per year, which would be outside of the enrollment cap.

Part-time Home School students may be enrolled by KVCS and be counted as a collective ADM within the overall enrollment cap based on the “large group” alternative education enrollment percentage set by the Oregon Department of education – 20 hours or more per week will be equal to 1.0 ADM (e.g. four part-time students attending five hours per week would be equivalent to 1.0 ADM). The collective part-time enrollment equaling .5 ADM or less will not count against the determined maximum daily enrollment. A collective part-time enrollment equaling more than .5 ADM will be considered part of the



maximum daily enrollment.

- (B) **General Procedure.** Maximum student enrollment and the number of available enrollments for each grade level shall be determined by the KVCS Board.
- (C) **Minimum Enrollment.** The minimum enrollment shall be 25 full-time enrolled students. If student enrollment falls below 25 full-time enrolled students at any time during the year, the District must be notified
- (3) **Phased Enrollment; Deadlines.** KVCS will conduct the enrollment and lottery per ORS 338.

  - (A) **Dual Admission Status.** KVCS shall not permit dual admission of any student at both KVCS and ~~another any other than a Philomath School District school, public school or non-public school.~~ Dual enrollment shall be limited to a maximum of 4 classes per semester(eg. One student taking four classes; two students each taking two classes;4 students taking one class, etc) No payment will be made by KVCS to PSD for enrollment within these limits at the other PSD School.
- (4) **Lottery.** To the extent permitted by this Charter and State law, if more students apply for any grade than can be accommodated, admission will be based on an equitable lottery conducted by KVCS under the following principles:

  - (A) **Resident Preference.** Except as otherwise provided in sub-subsection (4)(B), in all phases and within all prior admission status levels of enrollment, preference will be given to students who reside within the boundaries of the District.
  - (B) **Equitable Principles.** Lottery selection may be guided by recognizing the following order of priority for admission as guided by ORS 338.125: (1) students (including non-resident students) who were enrolled at KVCS in the previous year; siblings of students who were enrolled at KVCS during the previous year and will be returning to KVCS for the current year; (3) students who reside within the boundaries of the District but are not eligible under categories 1 and 2; and (4) non-resident students who are not eligible under categories 1 and 2. The foregoing priority levels shall be applied at each phase of enrollment, with students within each level being selected, if necessary, by random lottery.
- (5) **Waiting Lists; Filling Vacancies.** At any phase of enrollment, applicants who cannot be accommodated for admission may be placed on a waiting list and may be enrolled on a first-on, first-enrolled basis as allowed by the maximum enrollment cap. With each ensuing year, previous waitlist applicants will maintain position on the waitlist and be afforded an opportunity to enroll as described in Section 4(B).

- (6) **Non-resident Students.** To the extent permitted by this Charter and State law, a non-resident student admitted to KVCS will have the same enrollment preferences (including sibling enrollment preferences) as a student who resides within the boundaries of the District, and shall not be dropped from the KVCS enrollment for any reason related solely to his or her place of residence or to a change in his/her place of residence.

## **SECTION 6. Education of Students with Disabilities.**

### **(a) Application and Enrollment.**

- (1) **Non-discrimination in Enrollment.** KVCS will not discriminate against enrolling Special Education Students or otherwise violate laws applicable to Special Education Students. KVCS will admit students without regard to their status as Special Education Students.
- (2) **Special Enrollment Procedures.** Except as provided in this subsection, the procedures for application, enrollment and admission of a Special Education Student will be the same as for any other student. The IEP Team of the resident school district of the student shall determine if KVCS is the appropriate placement. If a student is a district resident, KVCS will notify the District's IEP Team leader as soon as possible and a KVCS representative will be invited to attend the IEP Team meeting at which the team will determine whether or not KVCS is the appropriate placement.

- (b) **Identification of Students Eligible for IEPs.** KVCS will ensure that at least one of its teaching staff will work with the District and the school district of any non-resident student to ensure that the federal laws for identifying and evaluating children with special needs are carried out in good faith. Any KVCS student referred for evaluation will remain enrolled at KVCS until his or her IEP Team determines that KVCS is not the appropriate placement.
- (c) **Administration of Special Education Student IEPs.** Special Education Services will be provided in accordance with State and federal law. Guidelines for the provision of special education services are set forth in Appendix A.

## **SECTION 7. Student Performance.**

- (a) **Academically Low Achieving Students.** KVCS shall identify academically low achieving students and shall provide its educational program to these students in a manner that best serves their needs.
- (b) **Student Performance.**
  - (1) **Assessment.** In addition to its grading system KVCS shall conduct periodic assessment of students at all grade levels at least once annually, to determine if students are performing at grade level according to any educational testing system generally accepted by Oregon school districts. KVCS may not change its assessment testing protocol following annual testing that requires corrective action without prior

District approval.

KVCS shall also participate in the statewide assessment system developed by the Department of Education under ORS 329.485(1). KVCS shall administer the standardized State tests on the same schedule as the District. Test at non-mandated grade levels may also be administered using the same vendor as the District at District expense.

If at any time the statewide assessments are no longer required by state law or regulation, KVCS will administer alternative tests or assessments as required by the District.

- (2) **Corrective Action.** If periodic testing at any grade level establishes that students are performing at levels lower than the 80<sup>th</sup> percentile of the State or national average (as applicable to the tests used by KVCS), KVCS shall create a plan for the improvement of its teaching effectiveness in the relevant grade levels. The District may render requested consulting and planning assistance to KVCS for the creation and implementation of corrective action plans.

(c) **Student Attendance, Conduct and Discipline.**

- (1) **Attendance.** KVCS shall maintain accurate enrollment data and daily records of student attendance and shall provide this data to the District in writing on a weekly basis. The District shall enter the data into the District computer. If inaccuracies from this enrollment data results in overpayments to KVCS, KVCS shall reimburse the District for these overpayments in a manner acceptable to both the District and KVCS.

Student attendance at KVCS shall be in compliance with Oregon's compulsory attendance laws.

- (2) **Discipline Policies.** KVCS created and adopted a discipline policy that provides an age-specific code of conduct, rules, student rights and appeal procedures that comply with all State and federal laws and are consistent with the discipline and student rights policies of the District, on October 15, 2001. KVCS will deliver a copy of its discipline policies and any additions, modification or amendment thereto to the District within thirty (30) days of adoption. KVCS shall notify its students of the student rights and responsibilities and shall keep its discipline, conduct and students rights policies in a location that is accessible to students and the public. KVCS will comply with discipline policies as outlined in Individuals with Disabilities Education Act and the District special education handbook, where applicable, for special ed students.
- (3) **Suspension and Expulsion.** Discipline involving suspension and expulsion shall be achieved according to Oregon law. All KVCS expulsion proceedings shall be administered according to KVCS policies appropriate to age level. Grounds for expulsion from KVCS shall be consistent with expulsion policies of the District, as the parties intend and agree that each shall extend full faith and credit to the suspension and expulsion of a student of the other, subject to each party's right to enroll and admit

any student expelled by the other on a probationary basis. KVCS shall be responsible for all costs associated with an expulsion hearing.

Upon determining that initiation of expulsion proceedings is warranted, KVCS shall provide the District with written notice within three days of such determination and no later than five days following the suspension of such student with a summary statement of the grounds and evidence warranting suspension. KVCS shall also promptly notify the District in writing of the disposition of any expulsion appeal proceeding.

## **SECTION 8. Administrative Services**

- (a) Complaint Procedures.** KVCS shall maintain an administrative process for resolving public complaints against KVCS, including complaints regarding curriculum.
- (b) Student Welfare and Safety.** KVCS shall comply with all regulations, and applicable federal and State laws, concerning student welfare, safety and health, including, without limitation, the reporting of child abuse, accident prevention, disaster response and any applicable local, State or federal health, sanitation or environmental regulations.
- (c) Health and Social Services.** KVCS may contract with the District for the delivery of health and social services for students as set forth in Appendix B to this Charter.

KVCS shall inform the required authorities and District Superintendent's office of any incident regarding child abuse and neglect, concurrent with State required reporting.

KVCS shall comply with State and federal law relating to medication administration to students.

- (d) Insurance.**
  - (1) Coverage Required.** KVCS shall, at its own expense, secure, retain and provide proof of the following insurance and in the amounts set forth in Appendix D: commercial and general liability insurance; errors and omissions insurance; directors' and officers' liability insurance; automobile liability insurance; workers' compensation insurance; and employee dishonesty insurance. Each policy of insurance will be written as primary coverage, will name the District as an additional named insured and will be endorsed to require not less than thirty (30) days' prior written notice to the District's superintendent of any suspension, cancellation or reduction in coverage.
  - (2) Required Proof of Insurance.** Upon the request of the District's superintendent, KVCS shall provide the District with certificates of insurance or other satisfactory proof evidencing coverage of the types and amounts set forth above.
  - (3) Coordination of Risk Management Activities.** KVCS agrees that it will report its risk management activities with the District. This will include the prompt reporting of any and all pending or threatened claims, filing of timely notices of claims, and cooperating fully with the District in the defense of any claims in which both parties

are named.

- (e) **Third -Party Contracts.** KVCS shall not enter into any contract for comprehensive school management services to be performed in substantial part by an entity not a party to this Charter, unless KVCS has first submitted such contract to the District for approval and executed a contract services rider with the District acceptable to the District. All contractors shall comply with state laws pertaining to charter school instructors at a charter school and applicable state and federal law for the licensure of teachers in charter schools. Contractors shall not violate any local, state or federal law or regulation relating to its performance of its obligations under its contract with KVCS.
- (1) People Sustaining Kings Valley (PSKV) is approved by the District as a contractor providing teaching, administrative support and comprehensive school management services to KVCS.
  - (2) KVCS' contract with PSKV shall require PSKV to follow Oregon public meetings and public records laws for matters related to KVCS.
  - (3) KVCS' contract with PSKV shall require PSKV and its employees to follow this Charter and all laws applicable to KVCS under ORS 338.115.
  - (4) KVCS' contract with PSKV shall require PSKV to submit an annual report and financial statement for KVCS related matters to the District. The annual report will be submitted in January.
  - (5) KVCS' contract with PSKV shall require PSKV to adhere to KVCS policies for the confidentiality of all student and educational records.
  - (6) If PSKV violates a term of this Charter, KVCS shall require PSKV to remedy. If PSKV fails to remedy, KVCS shall take remedial action including, if necessary, terminating its agreement with PSKV. If KVCS fails to remedy the violation by correction or termination of the PSKV agreement, the District may pursue remedies pursuant to this Charter.
  - (7) If KVCS seeks to replace PSKV with another contractor or contractors to perform substantially the same services as PSKV, and if the contract with that entity, or entities, is substantially similar to the KVCS-PSKV Agreement which the District has approved, the District shall not unreasonably withhold approval of the KVCS Agreement with the new contractor(s).
- (f) **ADA/504 Obligations.** KVCS acknowledges that it is legally responsible to comply with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 and ORS 659 with respect to its students, staff and patrons. KVCS may contract with the District for services or accommodations to meet KVCS's legal obligations under these statutes as set forth in Appendix B to this Charter.
- (g) **Transportation.** KVCS students may obtain transportation through public school bus routes

normally operating to and home from district schools. Provision of –in-District home-to-KVCS school transportation will be available from District on the days when District has students in attendance. KVCS may contract for transportation services or operate their own transportation service in accordance with Oregon Student Transportation law.

- (h) **KVCS School Building.** The District and KVCS agree that KVCS may be operated at the site of the former Kings Valley Elementary School, 33840 Kings Valley Highway, Philomath, Oregon. The parties agree that the District will sell this real property, at 38840 Kings Valley Highway, Philomath, Oregon, as soon as possible, to KVCS or a non-profit designee of KVCS. The parties agree that KVCS will continue to operate at this site unless otherwise mutually agreed upon by the parties. The purchase price for the property will be \$750,000. The District will accept and credit as payment \$65,000 in remote school funding currently owed to KVCS by the District. The balance due, \$685,000, will be paid with no interest to the District in monthly payments, until June 30, 2029, or until the balance is paid in full, whichever comes first. Two tardy payments shall be allowed without consequence during this time. Until the sale of the property is finalized, KVCS will control the property under the existing lease from the District, (Appendix C). The Lessee must ensure building operation is in compliance with public health and safety requirements at all times. The lease shall be null and void upon sale of the property.
- (i) **Use of District Contracts.** KVCS shall be entitled, but not obligated, to purchase textbooks, equipment, materials and supplies through District’s vendor contracts, without additional charge by District and upon approval of the vendor.
- (j) **District’s Contract Services.** It is understood that District’s costs of sponsorship of KVCS as a public charter school, including all administrative and oversight responsibilities, will be paid from Charter School funding that is received for the students enrolled with KVCS. All services beyond administrative and oversight responsibilities will be purchased as contracted services through Appendix B.

## **SECTION 9. Reports.**

- (a) **General.** KVCS shall comply with all applicable record-keeping requirements of federal and State law and, upon request by District, shall provide any additional reports necessary to enable District to meet District’s reporting obligations to the Oregon Department of Education.

Student records maintained by KVCS shall include, without limitation, immunization records, class schedules, records of academic performance, disciplinary actions, attendance, documents required pursuant to the statewide assessment system under ORS 329.485(1) and any documentation required under federal and State laws regarding the education of students with disabilities.

- (b) **Annual Charter School Act Report.** KVCS shall comply with all reporting requirements of the Charter School Act, including provision of any annual report of KVCS and student performance to District and the State Board of Education. The annual report shall be delivered to the District in time for the District’s January board of education meeting and will contain,

without limitation, the following:

- Summary data on the progress toward meeting its academic goals and objectives including State assessment information.
- The audited financial statements of KVCS, including proofs of insurance.
- Any statements from the public charter school that show the results of all operations and transactions affecting the financial status of the public charter school during the preceding annual audit period for the school.
- An electronic copy of any balance sheet containing a summary of the assets and liabilities of the public charter school and related operating budget documents as of the closing date of the preceding annual audit period for the school.
- Policy development issues.
- Student attendance and student discipline information.
- Volunteer involvement information
- Parental survey results
- Evidence of required insurance coverage
- New and revised policies and procedures adopted by the KVCS Board and have not previously been provided to the District
- All information necessary to make a determination of whether KVCS is in compliance with the Charter School Act.
- All non-routine maintenance, repairs and improvements made during the previous year and the cost thereof, including the value of in-kind labor and materials.

The annual report shall also include the results of grade level performance testing and a summary of all corrective action plans and their effectiveness.

- (c) **List of Teachers and Students.** Not later than September 15 each school year, KVCS shall provide the District with a list containing the names, job positions and Social Security numbers of all employees and volunteers who are scheduled to be hired or to perform services at KVCS during the upcoming school year. KVCS shall provide the District all licensure details for all employees.

For any individual hired in an instructional or volunteer position after the start of the current academic year, KVCS shall provide the District with such evidence of certification or other qualification no later than 30 days after the individual's initial date of hire.

KVCS will submit a list of all KVCS students at the District's August school board meeting. The list of all students will remain confidential, within the limits of State Law and District public records policy.

- (d) **Accountability.** KVCS shall be accountable to the District. All records established and maintained in accordance with the provisions of this Charter, KVCS policy, and federal and State law shall be open to inspection by the District. KVCS is obligated to collect and provide such data regarding staffing, student enrollment, student records, and school operations, with reasonable notice/request by the District. Any documents created by KVCS shall be open to inspection by the District, and copies shall be provided to the District within 10 business days of request by the District.

- (e) **Policies.** KVCS shall furnish to the District electronic copies of any written policies or procedures adopted by its Board or by its administrative manager with respect to any matter relating to its operations and educational programs. The District may, but shall not be obligated to, review any policy and advise KVCS if the policy exceeds KVCS's power and authority under this Charter or violates any law applicable to KVCS as an Oregon public charter school. Any policy that is beyond KVCS's powers under this Charter or is otherwise inconsistent with the terms of this Charter is void. In the absence of adopted KVCS policies, the Philomath School District policies may serve as a guideline for KVCS policy development.

## **SECTION 10. Financial Management, Funding, Reporting and Accountability.**

- (a) **Operational Powers.** Subject to the conditions and provisions of this Charter, KVCS, through its Board, shall be fiscally responsible for its own operations within the limitations of any funding provided by the School District and other revenues derived by KVCS.
- (b) **District Funding.**
  - (1) **Base Level Funding – Non-Special Education Students.** In each school year, the District shall provide KVCS with a base level of funding that is 100% of the amount of the District's general-purpose grant per weighted average daily membership ("ADMw") as calculated under ORS 327.013, multiplied by the ADMw of KVCS for all students who are not special education students in grades K through 8, and 100% of the amount of the District's general-purpose grant per weighted average daily membership ("ADMw") as calculated under ORS 327.013, multiplied by the ADMw of KVCS for all students who are not special education students in grades 9 through 12. The District will adjust the funding to reflect the actual funded pupil count on a monthly basis. KVCS will pay the district for operational costs associated with the maximum daily enrollment under the following schedule: K-8 fee is 8% and 9-12 fee is 5%. To the extent the District experiences any reduction or increase in its State per-student funding, proportionate reductions or increases will be made to KVCS by adjustment in subsequent months. Total K-12 enrollment is set at 175 ADMw;
    - (A) **Remote Small Elementary School Funding.** When remote small elementary school funding is available it will be split evenly by KVCS and the District and will be paid to KVCS by the District, on a regular basis, at the same time as the other payments under this Section are made to KVCS.
  - (2) **Base Level Funding for Students Who Are Eligible for Special Education and Related Services and Who Are Residents of the District.** In each school year, the District shall provide KVCS with a base level of funding that is not less than the minimum required by the Charter School Act. As of the date of the execution of this Charter, the minimum base level funding is 40% of the amount of the District's General Purpose Grant per weighted average daily membership ("ADMw") as calculated under ORS 327.013. The District will adjust the funding to reflect the actual funded pupil count on a monthly basis. In addition, to the extent the District



experiences any reduction or increase in state per-student funding, proportionate reductions or increases will be made to KVCS by adjustment in subsequent months.

- (3) **Additional Funding Opportunities.** The parties acknowledge that under ORS 338.155(9)(b) KVCS may be entitled to other state sources of funds from the Oregon Department of Education that are available to schools throughout the state. The District may, at its sole discretion, disburse to the charter school portions of any grant funds it receives.
  - (4) **Funding Agreements.**
    - (A) All Special Education students attending KVCS are served by PSD, regardless of residency, and 2<sup>nd</sup> weighting for Special Education attending KVCS will be retained and used by the District to provide services to KVCS students.
  - (5) **Disbursement Dates for School Year ADMw.** Base level funding shall be initially determined based on enrollment as of the date of the monthly District board meeting. Payments in July or August will be based on enrollment estimates. The District will distribute the base level funding according to the State school fund payment schedule. The District will notify KVCS within 7 days of changes to the State school fund payment schedule.
  - (6) **Refund of Unspent Funds.** In the event that this Charter is revoked or is not renewed by the District, KVCS shall refund to the District all unspent District funds in accordance with the Charter School Act.
  - (7) **Failure to Complete Audit on time.** KVCS will reimburse the district for interest lost on delayed payments due to the KVCS fiscal audit not completing on time. If the KVCS fiscal audit is not completed on time due to the fault of KVCS, KVCS will fully reimburse the District for any amount the District loses in interest earnings.
- (c) **Other Sources of Funds for KVCS.** The parties acknowledge that KVCS is or may be entitled to other State and federal sources of funds for schools which are not included in the per- capita tuition payment described in this Charter.

In addition, KVCS may accept gifts, donations or grants, provided that no such gifts, donations or grants may be accepted if contrary to applicable law. In the event that KVCS solicits funding from sources other than the District, it shall comply with all applicable State and federal laws regarding reporting of such charitable solicitations. KVCS shall include all gifts, donations, and grants in its financial reports.

- (d) **Budget.** On or before May 15 of each year, KVCS shall submit to the District its proposed budget for the upcoming school year. The District shall have until June 15 to comment on the KVCS budget. The District shall make its recommendations to KVCS in sufficient detail to enable KVCS to amend its budget by June 15. The District may, but shall not be entitled to comment on the KVCS budget after June 15. The District acknowledges that KVCS is not subject to the provisions of local budget law or to other accounting standards applicable to

school districts except as required by the Charter School Act. KVCS shall file a copy of its adopted budget, and all amendments to its budget with the District.

**(e) Financial Records, Audits and Accounting Reports.**

- (1) Standards.** KVCS shall establish, maintain and retain appropriate financial records in accordance with all applicable federal, State and local laws, rules and regulations and generally accepted accounting principles (“GAAP”).
- (2) Periodic Reports.** KVCS will provide the District with copies of its quarterly and Fiscal Year annual accounting reports. KVCS shall provide to the District a copy of its cash flow projections for the current fiscal year no later than October 1.
- (3) Annual Audit.** KVCS will arrange an annual audit of KVCS’ accounts in accordance with the Municipal Audit Law, ORS 297.405 to 297.555 and 297.998. KVCS may use the same auditor that conducts the District’s annual audit, at KVCS expense. KVCS will provide the District with 7 copies of the audit during the financial review.

**(f) Annual Financial Review.** KVCS and the District shall review the operations, financial and otherwise, of KVCS and the District’s administrative expense for sponsorship of KVCS in each January. Pursuant to Section 10(4) contained herein, the parties shall begin negotiations of the funding levels for each biennium upon completion of the annual review that precedes the first school year of the biennium. The parties shall strive to reduce the District’s cost of sponsorship so that the amount of ADMw funding passed to KVCS can be maximized.

**SECTION 11. KVCS Personnel Procedures.**

- (a) KVCS Authority; Status of KVCS Employees.** KVCS shall have full authority and sole responsibility for the selection and hiring, training, discipline and firing of its teaching, administrative and operations staff. KVCS has the right to set all terms and conditions of employment, subject only to State and federal laws and applicable collective bargaining agreements.
- (b) Policies.** KVCS will establish policies that comply with all applicable federal and State laws regarding recruitment, promotion, discipline and termination of personnel; methods for evaluating performance; and a plan for resolving employee-related problems, including complaint and grievance procedures. Such policies, once adopted, shall be forwarded to the School District within 30 days of KVCS approval.
- (c) Payroll.** Employees shall be paid through the payroll department of KVCS.
- (d) Benefits.** The licensed and classified staff at KVCS will receive benefits in compliance with any applicable collective bargaining agreements or as otherwise provided by KVCS. KVCS supervisory staff will receive benefits in accordance with their employment contracts.

- (1) **PERS.** As required by the Charter School Act, KVCS shall participate in the Public Employees Retirement System (PERS) for its employees.
- (2) **Employee Welfare and Safety.** KVCS shall comply with applicable federal and State laws concerning employee welfare, safety and health issues.
- (e) **Employee Records.** KVCS shall be responsible for establishing and maintaining personnel records for its employees in compliance with all applicable federal and State laws concerning the maintenance, retention and disclosure of employee records.
- (f) **Placement Upon Revocation of Charter.** In the event of termination or non-renewal of this Charter, KVCS shall follow the reduction-in-force provisions in any applicable, collective bargaining agreements for licensed and classified employees or as otherwise provided by KVCS.
- (g) **Substitutes.** KVCS will be responsible for providing coverage for all KVCS teachers requiring substitutes, but the District may offer substitute teachers to KVCS on a cost-reimbursement basis from KVCS as a contract service pursuant to Appendix B.
- (h) **Licensure.** Fifty percent of full-time equivalency of KVCS teachers shall hold a valid teacher's license from TSPC (Teacher Standards and Practices Commission). High school staff will meet the No Child Left Behind highly qualified standards.
- (i) **Professional Development.** KVCS shall provide opportunities for professional development to KVCS staff as provided for in District policy, State law, and any applicable collective bargaining agreements. KVCS may collaborate with the District for joint professional development opportunities.
- (j) **Teacher Standards & Practices Commission (TSPC) Obligation.** KVCS shall meet any and all reporting obligations to TSPC regarding its employees.
- (k) **Criminal Background Checks.** KVCS shall not knowingly employ any individual, or allow an individual to volunteer, for whom a criminal background investigation has not been initiated or who has been convicted of one or more offenses in District Policy and Rule. The District will provide all criminal background checks, as required by ORS 342.223.

**SECTION 12. Termination.** With the exception of termination by mutual agreement or the election of non-renewal by a party upon the expiration of any Charter term, this Charter may be terminated as provided in this Section 12.

- (a) **Termination by District Subject to 60-Day Notice.** The District may terminate this Charter upon not less than sixty (60) days' prior written notice to KVCS upon the occurrence of one of the following events:
  - (1) **Breach of Charter.** Breach by KVCS of any material term or condition of this Charter, other than a breach or condition described in subsection 12(c), which

continues for more than thirty (30) days after KVCS receives written notice from the District specifying the nature of the breach and demanding its cure, provided that, if the nature of the breach **prevents # cure** within thirty days, then this Charter may not be terminated if within the thirty day period, KVCS submits a plan for the curing of such breach that is satisfactory to the District and diligently prosecutes the plan to its satisfactory conclusion.

- (2) **Financial Instability.** KVCS may be Terminated for failure to maintain financial stability.
  - (3) **Failure to Maintain Minimum Enrollment.** This Charter may be terminated if KVCS fails to maintain an enrollment of at least 25 full-time enrolled students.
  - (4) **Failure to maintain insurance.** KVCS may be terminated for failure to maintain insurance as required by this contract and Appendix D.
  - (5) **Failure to correct a violation of law.** This Charter may be terminated if KVCS fails correct a violation of federal or state law that is described in ORS 338.115
  - (6) **Failure to Meet performance expectations.** This Charter may be terminated if KVCS fails to meet the student performance expectations as outlined in this charter.
- (b) **Notice and Right of Appeal.** The District shall notify KVCS at least 60 days prior to the proposed effective date of any termination under subsection 12(a). The notice shall state the grounds for the termination. The KVCS Board may request a hearing by the District's governing body by written request within ten (10) days of the notice of termination. KVCS may appeal the decision of the District's board to the State Board of Education. The decision of the State Board of Education may be appealed pursuant to applicable State law.
- (c) **Termination by District Without Notice.** The District may terminate this charter immediately and close the KVCS school if the school is endangering the health or safety of KVCS students.
- (1) **Hearing on Termination.** The KVCS Board may, in writing, request a hearing from the District's governing body on the termination of this Charter under this subsection 12(c). The District shall hold a hearing within 10 days after receiving the request.
  - (2) **Appeal to Board of Education.** The KVCS Board may appeal a decision of the District under this subsection to the State Board of Education. The State Board of Education shall hold a hearing within 10 days after receiving the appeal request.
  - (3) **School Closure Pending Appeal.** Throughout the appeals process, KVCS shall remain closed at the discretion of the District unless the State Board of Education orders the District to open KVCS school and not terminate this Charter.
- (d) **Termination by KVCS.** KVCS may only terminate this Charter, dissolve or close the KVCS school at the end of a semester with not less than 180 days' written notice prior to the proposed

effective date of the termination, closure or dissolution. Subject to the foregoing limitation, the decision to dissolve this Charter shall be at the will of the KVCS Board.

- (e) **Effect of Termination.** Termination of this Charter shall not abridge KVCS's legal authority to operate as a private or non-chartered public school. However, if this Charter is terminated, all KVCS assets that were purchased with public funds shall be given to the State Board of Education. Notwithstanding the foregoing, and to the extent permitted by law, in the event of a termination of this Charter, all assets provided to KVCS which were the sole property of the District shall be returned to the District. All items provided by District as listed in Inventory excluding expendables. Except for assets purchased with public funds or donated by the District, KVCS shall be entitled to keep any assets provided to KVCS through gifts, grants or donations other than from the District or the State and may use such assets in the conduct of its nonprofit activities or dispose of them as provided in its Articles and bylaws.

### **SECTION 13. Status of Parties.**

- (a) **Acts of KVCS Not Binding on District.** KVCS agrees that it has no power to extend the faith and credit of the District to any third person or entity. KVCS acknowledges and agrees that it has no authority to enter into a contract that would bind the District and that KVCS' authority to contract is limited to its own corporate powers and additional powers granted to KVCS by the Charter School Act or State law.
- (b) **District Disclaimer of Liability.** The parties to this Charter expressly acknowledge that KVCS is not operating as the agent, or under the direction and control, of the District Board except as expressly required by law or this Charter, and that the District Board assumes no liability for any loss or injury resulting from, including, but not limited to any loss arising from:
  - (1) The acts or omissions of KVCS, its directors, trustees, agents or employees;
  - (2) The use and occupancy of the building occupied by KVCS or any matter in connection with the condition of such building; or
  - (3) Any debt or contractual obligation incurred by KVCS.

### **SECTION 14. Indemnification.**

- (a) **Indemnification by KVCS.** To the extent not covered by insurance or otherwise barred or limited by the Oregon Tort Claims Act in ORS Chapter 30, KVCS agrees to indemnify and hold the District, its Board, agents and employees harmless from all liability, claims and demands on account of injury, loss or damage, including, without limitation, claims arising from (1) the possession, occupancy or use of any property by KVCS (including after school use of buildings by outside groups), its faculty, students, patrons, employees, guests or agents; (2) civil rights violations, bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise directly out of or are in any manner connected with KVCS's operations. KVCS agrees to indemnify, hold harmless and defend the District from all contract claims in which KVCS has obligated the District without

the District's prior written approval, provided that the District shall deny liability for such obligation. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided in the Oregon Tort Claims Act.

- (b) **Indemnification by District.** To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, District agrees to indemnify and hold KVCS, its Board, agents and employees harmless from all liability, claims and demands on account of injury, loss or damage, including without limitation, claims arising from (1) civil rights violation, bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind which arise directly out of or are in any manner connected with District's operations. This indemnification shall not apply to any liability claims or demands resulting from the negligence or wrongful act or omission of any KVCS Board member, officer, or employee. This indemnification shall not apply to any liability claims or demands resulting from the negligence or wrongful act of any District employee working at KVCS whose negligent or wrongful act or omission is caused or directed by KVCS. This indemnification shall not apply to any damages incurred regarding any act or omission of the District or District Board that is later determined to be required by law or this Charter. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided in the Oregon Tort Claims Act.
- (c) **Survival of Indemnification.** The obligations of either party hereunder to indemnify, defend and hold the other harmless shall survive the termination of this Charter. Any indemnified party shall have the right, at its own expense, to participate in the defense of any suit, without relieving the indemnifying party of any of its obligations hereunder.

**SECTION 15. Dispute Resolution.** In the event any dispute arises between the District and KVCS concerning this Charter, including, without limitation, the implementation of or waiver from any policies, regulations or procedures, such dispute shall first be submitted to the Superintendent of the District for review. If the District and KVCS are unable to resolve the dispute, either party may submit the matter to the District's Board for its consideration. Neither party shall be prohibited from seeking review of any matter from the State Board of Education in any legally available forum contained herein, or in ORS Chapter 338. Notwithstanding the foregoing, either party may seek remedy for breach in any appropriate forum.

#### **SECTION 16. Miscellaneous Provisions.**

- (a) **Entire Agreement.** This Charter, with appendices, addendums and attachments, contains all terms, conditions and provisions hereof and the entire understanding and all representations of understandings and discussions of the parties relating thereto as of its date of execution, and all prior representations, understandings and discussions are merged herein and superseded and cancelled by this Charter.
- (b) **Governing Law.** This Charter shall be governed by, subject to and construed under the laws of the State of Oregon without regard to its conflicts of law provisions.
- (c) **Assignment.** This Charter may not be assigned or delegated by either party under any circumstances, it being expressly understood that the charter granted by this Charter runs

solely and exclusively to KVCS as a public charter school sponsored by the District. Notwithstanding the foregoing, no change in the Board of Directors of KVCS shall be deemed to be an assignment by KVCS.

**(d) Amendment.**

- (1) In General.** Except as expressly provided herein to the contrary, this Charter may be modified or amended only by written agreement between KVCS and the District.
  - (2) Appendix B.** The District may amend Appendix B, without consent of KVCS, by sending KVCS a copy of the amended Appendix B, stating its effective date and signed by the District Superintendent or designee, for the following purposes:
    - (A)** to add new contract services that will be available from the District;
    - (B)** to delete contract services, because such services are no longer provided by the District for its own purposes; or
    - (C)** to reflect any increase or decrease in the fees, rates or other charges for the contract services required by an increase or decrease in the District's cost of providing the services.
  - (3) Changes in Law.** This Charter shall be automatically amended to include any amendment, deletion or change in law which, by its own terms, is made applicable to matters contemplated by this Charter. In addition, if the State develops any new rules, regulations or statutes that may affect the terms of this Charter or otherwise affect KVCS, KVCS and the District shall review this Charter and determine whether this Charter shall be amended. The amended law will only take effect if the legislature indicates it applies to existing charters.
- (e) No Waiver.** The parties agree that no assent, express or implied, to any breach by either of them of any one or more of the covenants and agreements expressed herein shall be deemed or be taken to constitute a waiver of any succeeding or other breach.
- (f) Severability.** If any provision of this contract is determined to be unenforceable or invalid for any reason, the remainder of the contract shall remain in effect, unless otherwise terminated by one or both of the parties in accordance with the terms of this Charter.
- (g) Prior Actions.** It is expressly agreed and understood that as a condition precedent to this Charter becoming effective on the effective date specified above, KVCS shall have taken, completed and satisfied on or before the date specified herein any action or obligation which is required to be completed before such effective date, and failure to do so shall constitute grounds for the District to declare this contract null and void.

**SECTION 17. Notice; Designated Representatives.**

- (a) Notice.** Until a party provides written instructions to the contrary, any notice required or

permitted under this Charter shall be in writing and shall be effective upon either personal delivery (subject to verification of service or acknowledgment of receipt) or one day's after mailing when sent by certified mail, postage prepaid, to the party at the address shown below:

**KINGS VALLEY CHARTER SCHOOL**  
Attn: Administrator  
38840 Kings Valley Highway  
Philomath OR 97370

**PHILOMATH SCHOOL DISTRICT 17J**  
Attn: District Superintendent  
535 S. 19<sup>th</sup> Street  
Philomath OR 97370

- (b) **Designated Representative.** Each party shall appoint in writing one or more designated representative for the purposes of day-to-day communication between the parties. Until further notice is provided by a party, the designated representatives of the parties shall be as follows:

**KINGS VALLEY CHARTER SCHOOL**  
Administrator  
Phone: (541) 929-2134  
FAX: (541) 929-8179  
e-Mail: markhazelton@peak.org

**PHILOMATH SCHOOL DISTRICT 17J**  
District Superintendent  
Phone: (541) 929-3169  
FAX: (541) 929-3991  
e-Mail: : dan.forbess@philomath.k12.or.us

**SECTION 18. Power of District Liaison or Superintendent.** The District hereby represents and warrants that the functions and powers of the District Board may be exercised by the liaison or Superintendent provided that any ultimate decision regarding renewal, non-renewal or revocation of this Charter may be made only by the District Board.

**SECTION 19. KVCS Authority to Enter Into Contract.** KVCS expressly affirms that the signatories on its behalf who sign below have the authority to enter into this Charter on behalf of KVCS and that the Board of Directors of KVCS has duly approved of this Charter. KVCS shall provide a copy of its written resolution authorizing KVCS to enter into this Charter.

**IN WITNESS WHEREOF,** the parties have executed this Charter as of the date below.

**PHILOMATH SCHOOL DISTRICT 17J**

**KINGS VALLEY CHARTER SCHOOL**

By: \_\_\_\_\_  
School Board Chairperson

By: \_\_\_\_\_  
KVCS Board Chairperson

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
(name)  
District Legal Counsel



## APPENDIX A

### Administration of Special Education Services

KVCS and the District will collaborate on policies and procedures designed to assure that all Special Education Students who apply for enrollment at KVCS receive appropriate educational services in the most favorable setting for the student. The parties recognize that there will be several methods or “delivery mechanisms” for providing these services, and that the types of special education service capabilities developed at KVCS will depend on the number and special needs of the Special Education Students who apply for enrollment at KVCS, the availability of other special education programs within the Oregon education system, changes in law and funding sources, and advances in teaching materials and techniques.

ORS 338.165 currently provides that the school district within which a Special Education Student’s parent or guardian or other person in parental relationship to the student resides (the “resident school district”) is responsible for providing any special education and related services to the student. Nevertheless, KVCS and District agree to the following: ~~(Note) Sponsoring District is responsible for providing~~ Special Education services will be provided as per current Oregon law.

- (a) KVCS will plan for ongoing special education training and certification of its teaching staff and will participate in training activities recommended by the District and the District’s IEP Teams, subject to the availability of funding and the Board’s determination of special education priorities. District shall make arrangement with KVCS to provide substitute teachers to KVCS on a cost reimbursement basis as necessary to allow KVCS teaching staff to attend special education services training. It is the intent of both parties to strive to meet special education needs in an environment that is the least disruptive to the Special Education Students and their families.
- (b) KVCS will refer all children suspected of having disabilities to the student’s resident District for evaluation and will actively participate in federal and State programs to inform the KVCS community and its students’ parents and guardians of the availability of special needs assessment, programs and funding.

KVCS will have a staff member on the IEP Team of each KVCS student enrolled as a Special Education Student. The IEP Team will determine how to meet the goals of the IEP and how to arrange for the special accommodations, specialized instruction, placement and services required. The IEP Team will evaluate the placement during the school year. KVCS will abide by the IEP Team’s decisions.

- (c) KVCS teaching staff shall be entitled to participate in any special education services training presented by or at any District school or facility on a cost reimbursement basis.
- (d) KVCS will comply with the Special Education Policies and Procedures Handbook provided by the District.

## **APPENDIX B**

### **Contracted Services**

- 1. Special Transportation.** The District may, but shall not be obligated to, provide special transportation services for KVCS outside of its normal home to KVCS routes operating during District school days. Such special services might include, for example, transportation of students who reside outside of the District, transportation for special excursions or transportation on days when District schools are not in attendance. In such cases, the District will be entitled to reimbursement of all expenses related to the special transportation services in accordance with written agreements between the District and KVCS.
- 2. Miscellaneous Services.** KVCS and the District acknowledge that the list of services set forth herein is not exhaustive, and that KVCS may contract with the District for additional services. In the absence of the parties' mutual agreement as to the cost of these additional services, the parties agree that KVCS shall pay the District' cost of providing these services to KVCS.

## **Appendix C**

### **Lease**

Upon sale of the property to KVCS, the property lease between the parties is terminated.

## **APPENDIX D**

### **Schedule of Insurance**

**Attach proof of Property and Liability Insurance annually**

## **APPENDIX E**

### **Memorandum of Understanding**

**Mediated Principles Agreement, November 2012**

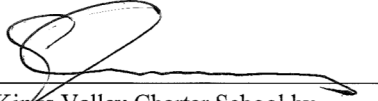
Note: Signed documentation from current PSKV contracted employees participating in a 403b benefit in lieu of PERS, which indicates their understanding and choice of benefit, is required as part of this mediated agreement. The District and KVCS are collaborating with an independent third-party to facilitate an informational meeting, which will be followed by the signed Hold Harmless Agreements.

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into this 1<sup>st</sup> day of November, 2012, between the Philomath School District (District) and Kings Valley Charter School (KVCS) for the purpose of resolving a Mandamus action initiated by KVCS and a Charter Termination proceeding initiated by the District. The parties hereby agree that:

1. The District will immediately rescind the Charter Termination Notice issued to KVCS on July 30, 2012.
2. The Charter between the parties will be amended to provide assurances of third party contractor compliance with the Charter and applicable charter school laws.
3. KVCS contractors who opt out of PERS will provide the District with a signed waiver relieving the District of liability for that contractor's decision to opt out.
4. An independent party will consult with the KVCS third party contractors who have chosen to opt out of PERS to confirm that those contractors have made a knowing and informed decision.
5. The parties agree that the District will sell the real property where KVCS is located, at 38840 Kings Valley Highway, Philomath, Oregon, as soon as possible, to KVCS or a designee of KVCS. The purchase price for the property will be \$750,000. The District will accept and credit as payment \$65,000 in remote school funding currently owed to KVCS by the District. The balance due, \$685,000, will be paid with no interest to the District in monthly payments, until June 30, 2027, or until the balance is paid in full, whichever comes first. Two tardy payments shall be allowed without consequence during this time.
6. Remote small school funding will be split by the parties evenly. Funds owing by the District to KVCS for the 2011-2012 school year will be credited toward the purchase price of the property. Funds owed by the District to KVCS for the 2012-2013 school year and for all succeeding school years during the term of the Charter agreement shall be paid on a monthly basis. Outstanding funds owed by the District to KVCS for the 2012-2013 school year shall be immediately payable.
7. KVCS will withdraw its Mandamus action.
8. The Charter between the parties shall be amended by joint agreement of the parties to exist for a period of time from July 1, 2012 through June 30, 2022. The enrollment cap for KVCS shall be 175 ADM for the duration of the Charter. The Charter shall include a provision which allows for the timely cure of any allegations of breach of material terms of the Charter by KVCS prior to the District issuing a notice of charter termination. As indicated in Section 10(b)(1) of the Charter, KVCS agrees to pay the district for operational costs associated with the maximum daily enrollment under the following schedule: K-8 fee is 8% and 9-12 fee is 5%.

The parties agree that their representatives are authorized to enter into this agreement on behalf of the parties.

A handwritten signature in black ink, appearing to be 'Sally Lammers', written over a horizontal line.

Kings Valley Charter School by  
Sally Lammers, Board President

A handwritten signature in black ink, appearing to be 'Dan Forbess', written over a horizontal line.

Philomath School District by  
Dan Forbess, Superintendent

PSKV = 3<sup>rd</sup> Party Contractor

### MEMORANDUM OF UNDERSTANDING

Key language pieces to make PSKV relationship under the Charter Contract:

- all laws that are applicable to employees of a charter school under State and Federal law are applicable to the employees of PSKV, including

- sexual conduct reporting
- child abuse reporting
- background checks, etc.

- Student Record Confidentiality language in the agreement gets cleared up, current language permits disclosure in situations where information is known in the public, rather PSKV must adhere to KVCS charter school policies on educational records.


- PSKV has to adhere to the charter as written right now, and the Charter School is responsible for insuring this.

- PSKV will be listed in the charter as a subcontractor of KVCS, agreeing to abide by all terms of the contract related to the duties it is performing as a subcontractor under the Contract.


- if PSKV fails to adhere to a requirement in the KVCS charter, KVCS shall remedy or terminate, and if KVCS fails to remedy or terminate the district can ~~terminate the agreement with the District and charter~~ pursue remedies as per charter

- PSKV will voluntarily follow public meetings and public records and all other laws under ORS § 338.115 and the charter agreement for KVCS related matters

- PSKV will submit financials and annual report to the District just like the charter school does. for KVCS related matters

  
Kings Valley Charter School by  
Sally Lammers, Board President

11/1/12

  
Philomath School District by  
Dan Forbess, Superintendent

11/1/2012



# Philomath School District 17J

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

## Philomath School District 17J

### Board of Directors

Ready Schools, Safe Learners Resiliency Framework

December 16, 2021

#### RSSL Resiliency Framework:

- Document last updated on 12/13/2021 ([RSSL Resiliency Framework](#))
- Updates to address face covering and quarantine requirements as well as 'Test-to-Stay' program.

#### Benton County Metrics:

- **Oregon Data for Decisions** dashboard.  
[https://www.oregondatadecisions.org/?utm\\_medium=email&utm\\_source=govdelivery](https://www.oregondatadecisions.org/?utm_medium=email&utm_source=govdelivery)
  - Benton County: (12/14/2021; change since October Board Meeting)
    - 73.4% Vaccinated (↑ 3.3)
    - 108 cases per 100K (↓ 123)
    - 2.5% Test Positivity (↓ 2.0%)

#### Philomath Data:

##### Report for Week Ending December 10, 2021:

School	# Positive Cases	Cumulative Cases (Starting 09/07/2021)
Blodgett Elementary	0	3
Clemens Primary	0	3
Philomath Elementary	0	13
Philomath Middle	0	12
Philomath High	0	18
Philomath Academy	0	1
Kings Valley Charter	0	7
District Offices	0	1

#### Information Updates:

##### Vaccination:

- COVID-19 **vaccinations** are now available for students under twelve (12) years of age.
- Upcoming vaccine clinics for interested families offered at Philomath High School library on the following dates:
  - January 10, 2022
  - January 31, 2022

### Face Coverings:

- On 11/23/2021, the Oregon Health Authority (OHA) adopted an updated temporary rule, OAR 333-019-1015, **requiring face coverings in all K-12 indoor settings** and **removing the requirement** to wear face coverings in outdoor settings. Requiring face coverings in outdoor school settings is now a **local decision**.
- What does this mean for Philomath schools?
  - At least **through January**, face coverings will be **optional** for students during recess and/or outdoor breaks, **when physical distance can be maintained**.
  - When **lining up to enter school** each day, at least through January, students will continue to be **required** to wear an appropriate face covering.

### Special Education:

- OAR 581-015-2228 requires that school districts and programs ensure that **IEP teams** determine the need for Individualized COVID-19 Recovery Services for each eligible student based on their individual circumstances.

### Quarantine:

- In alignment with the Oregon Health Authority, the Benton County Health Department has shortened the quarantine period to seven (7) days. Students and staff with a negative test at the end of quarantine who remain symptom-free may return to school on the 8<sup>th</sup> day.

### Test-to-Stay:

- “Test-to-Stay” allows **unvaccinated** students and staff to continue attending school during their quarantine period as safely as possible, while lessening the burden of full quarantine, if they:
  - **Remain symptom-free** during the fourteen (14) days post-exposure **AND**
  - **Test negative**, by PCR or antigen test, immediately following exposure **and** again at five (5) to seven (7) days post-exposure.

Negative Test and No Symptoms	Positive Test
<ul style="list-style-type: none"><li>• May continue in-person learning.</li></ul>	<ul style="list-style-type: none"><li>• Required to quarantine at home.</li><li>• May return to school following isolation period.</li></ul>

- Participating individuals are expected to maintain quarantine outside classroom settings.
- Individuals participating in “Test-to-Stay” **may continue** with school-related extracurricular activities during this time however **must wear** an appropriate face covering **at all times** during these extracurricular activities until quarantine period is complete.
- Only **school-based exposures** are eligible for “Test-to-Stay”. Community, in-home, and/or interscholastic athletics and activities exposures must observe required quarantine period. Since masking is optional in these settings, the risk of transmission is greater.
- **Active parental consent for testing** students must be obtained prior to testing.
- Testing is **optional and offered at no cost** to participants.
- **Vaccinated** individuals who are **symptom-free do not** have to quarantine or test.



### **COVID Testing in Schools:**

- There are two opt-in COVID-19 testing programs available to all Oregon schools.
  - Diagnostic Testing:
    - Available to students or staff with symptoms or exposure, including 'Test-to-Stay' protocols.
    - Utilizes rapid testing (BinaxNOW) to diagnose infection as early as possible.
  - Screening Testing:
    - Available to unvaccinated students and staff.
    - Weekly testing program, self-administered from home and dropped off at school for processing by Willamette Valley Toxicology (WVT).
    - Participation and results are confidential. However, positive results must be reported to the local public health authority for case investigation and contact tracing.
    - [Staff Screening](#) Sign-Up Form.
    - [Minor Student Screening](#) Consent Form.
    - [General Student Screening](#) Consent Form.
- Additional information available at <https://www.oregon.gov/oha/covid19/Pages/K-12-COVID-19-Testing.aspx>



## Indoor Masking Rule FAQs

*(Updated 11-23-2021)*

Below are answers to frequently asked questions (FAQ) about the Oregon Administrative Rule (OAR) 333-019-1025, Masking Requirements for Indoor. These FAQ may be updated intermittently.

\* Indicates new or updated question

**Q: Does the mask rule apply only in public indoor spaces or is a private workplace like a manufacturing plant required to comply, even if we don't allow members of the public into the space?**

Under the rule, an indoor space includes public and private workplaces, which include food processing plants and manufacturing facilities. Individuals are required to wear a mask or face covering in indoor private workplaces unless they are in a private individual workspace. A private individual workspace is an indoor space within a public or private workplace used for work by one individual at a time that is enclosed on all sides with walls from floor to ceiling and with a closed door.

**Q: Does the masking rule apply to indoor sports for kids?**

Practice and play for indoor competitive sports are exempt from the rule and masks or face coverings are not required. Sports operators, however, may require masks or face coverings as part of an organizational policy.

**Q: Does the masking rule apply to youth programs?**

Yes.

**Q: Is a faith leader speaking to a faith audience considered an individual who is delivering a speech to an audience and therefore exempt from the rule?**

Yes, a faith leader would be exempt in the same way as anyone else who is speaking to an audience. The exemption only applies, however, while the speaker is delivering the speech to an audience.

**Q: If my business or organization does not want to allow individuals to wear face shields inside, am I allowed to require only masks or face coverings?**

Yes. If your business or organization chooses to have a stricter requirement than the state rule, OHA recommends you post a sign with that stricter requirement.

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**Q: What is considered a "competitive sport"? Is playing basketball with friends at a fitness center considered a competitive sport?**

A competitive sport is one that is generally played as part of a team or league, with scheduled practices and games, usually through a school, recreational league, or sports club.

**Q: Is working out at a fitness center/gym considered practicing a competitive sport and therefore exempt from the mask rule? For example, weightlifting and running can be done competitively and these are practiced at a fitness center.**

No. Working out at a fitness center is not considered a competitive sport and fitness centers/gyms are not exempt from the mask rule.

**Q: Is dance at a dance studio considered a competitive sport and therefore exempt from the mask requirement?**

No.

**Q: Are spectators of indoor competitive sports required to wear face coverings?**

Yes.

**\*Q: Are spectators of outdoor competitive sports required to wear face coverings?**

No.

**Q: If my county has a stricter mask requirement than the state, do I have to follow the county's requirements?**

Yes. You are required to follow the stricter requirements.

**Q: If everyone at my company is vaccinated and can show proof of vaccination, can we go without face coverings indoors?**

No. The rule does not exempt those who are vaccinated.

**Q: If my business never allows members of the public into the premises and all staff are vaccinated, do we have to wear masks or face coverings indoors?**

Yes. The rule does not exempt those who are vaccinated or businesses/organizations that are not open to the public.

**Q: Can people or businesses be penalized both by the state and by a county for violating mask requirements in both jurisdictions?**

Yes.

**Q: Can both an individual, like a customer, and a person responsible for an indoor space be penalized under the rule?**

Yes.

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**Q: If a person or business is violating the state rule, where can I report this violation?**

Violations should be reported to the Oregon Occupational Safety and Health Administration (OR-OSHA) by visiting <https://osha.oregon.gov/workers/Pages/index.aspx>.

**Q: Is there an exemption to this mask rule for cooks and other restaurant workers who work in the back of the house? Especially with the heat this summer, can they be exempt if they are vaccinated and stay six feet apart?**

No. There are no exemptions for this scenario. OHA strongly encourages employers give employees frequent breaks so that they may go outside and take regular mask breaks. Visit OR-OSHA's [heat stress website](#) for rules related to heat exposure and illness and additional information on prevention of heat stress.

**Q: What should I do if a potential customer or visitor shows up without a mask, face covering or face shield to an indoor space I am responsible for?**

You should offer a mask, face covering or face shield and make reasonable efforts to get the customer or visitor to comply. Persons responsible for indoor spaces may provide masks or face coverings for customers or visitors who do not have one.

**Q: What should I do if a potential customer or visitor shows up without a mask, face covering or face shield and claims their disability prevents them from wearing a mask, face covering, or face shield?**

If a person with a disability cannot wear a mask, face covering or face shield where one is required, and it is a place of public accommodation, the business will need to work with that person to determine if there is a reasonable accommodation. Some common reasonable accommodations are free curbside pick-up, free delivery or an appointment by phone or video.

**Q: Are there exemptions from the requirement to wear a mask, face covering or face shield for employees who say they cannot wear one?**

If an employee cannot wear a mask, face covering or face shield because of a disability, the employer must work with the employee to determine whether a reasonable accommodation can be provided. An employer should work with their human resources department or speak to their legal counsel to determine their legal options for addressing this issue. Employers may also reach out to the [Bureau of Labor and Industries](#) (BOLI) for technical assistance.

**Q: Is a chef's plastic facemask, sometimes known as a "mingle mask," that covers the chin and mouth area acceptable as a mask, face covering or face shield?**

No. A face shield must cover the forehead, extend below the chin and wrap around the sides of the face.

**Q: Will I have to wear a mask, face covering or face shield when accessing state services or entering state buildings?**

Yes.

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**Q: Does the masking rule apply to childcare settings?**

Yes. The rule applies to adults and children in childcare settings.

Additional information about childcare settings is on the Early Learning Division's website.

**Q: Does the masking rule apply to institutions of higher education (colleges and universities)?**

Yes. Visit the Higher Education Coordinating Commission COVID-19 website to access additional guidance for higher education institutions.

**Q: Does the masking rule apply to indoor areas of apartment buildings?**

Yes. People must wear a mask, face covering or face shield when in common spaces of apartment buildings, such as in lobbies, hallways, elevators and laundry rooms. These areas are considered indoor spaces. People are not required to wear a mask, face covering or face shield when they are in their own apartments.

**Q: Are fire station staff who live at the station for a period of time required to wear masks or face coverings when in the fire station?**

Workplaces that have shared living areas, such as fire stations, are not excepted from the general masking rule. However, when in shared living areas, employees living on the premises function as a household and therefore may remove masks and face coverings. This applies only in shared living areas and does not apply to break rooms, shared toilet facilities, or other common areas used by other employees or individuals other than those residing in the living areas. To reduce the transmission of COVID-19, OHA recommends employees wear masks or face coverings, even in shared living areas whenever not sleeping, or actively eating or drinking.

**Q: What are examples of face coverings?**

A "face covering" is defined as a cloth, polypropylene, paper or other face covering that covers the nose and the mouth and that rests snugly above the nose, below the mouth, and on the sides of the face.

The following **are not** face coverings: A covering that incorporates a valve that is designed to facilitate easy exhalation, mesh masks, lace masks or other covers with openings, holes, visible gaps in the design or material, or vents – these items allow droplets to be released.

OHA also recommends against single layer covers (e.g., bandana, gaiter, or scarf) because they generally have limited filtration ability.

Recommendations for face coverings:

- Face coverings should not be overly tight or restrictive and should feel comfortable to wear and allow free breathing.

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- Two or more layers of a breathable tightly woven covering/fabric. OHA recommends doubling, tripling or folding over a single layer (such as a gaiter or bandana) to increase effectiveness.
  - Face coverings can be combined to achieve two or more layers. For example, a combination of layers such as cotton with polypropylene (such as a medical mask with a cloth face covering on top) can be used. The combination must be breathable, or air will escape around the face covering rather than go through it.

**Q: What barriers may people with disabilities experience when other people wear masks, face coverings or face shields?**

Barriers people with disabilities may experience are:

- Some people need to see mouth movements or facial expressions to know what you are saying.
- Some people with developmental disabilities or differences can misread or misinterpret facial expressions. A person may have trouble with understanding emotion from tone of voice alone. If you're wearing a mask, they may get cues only from your eyes or eyebrows, which could lead to a negative interpretation or misunderstanding of the emotion or intent of the speaker.
- Some people who are hard of hearing read lips. Mouth movements and facial expressions can communicate a lot of information and masks that are not clear prevent people from seeing the speaker's mouth.
- Sign language uses the mouth to communicate certain words and meanings. When a face covering blocks a person's mouth, it makes it hard for people using sign language to communicate.

Employers and places of public accommodations must work with persons with a disability to arrange a reasonable accommodation that will permit an employee to do their job or allow a patron to access services. Those denied a reasonable accommodation should contact Bureau of Labor and Industries (BOLI) Civil Rights Division at 971-673-0764 or [crdemail@boli.state.or.us](mailto:crdemail@boli.state.or.us).

**Q: Is there anyone who should not wear a mask, face covering or face shield?**

Yes. The following individuals should not wear a mask, face covering or face shield:

- Children under the age of two (2).
- Anyone who cannot safely wear a mask, face covering or face shield because of a disability or medical condition, in which case an accommodation should be requested.
- Anyone who is having trouble breathing, is unconscious, or unable to put on the face covering, take it off or remove it without help.
- Anyone who is sleeping.

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**Q: Are masks with exhalation valves acceptable face coverings?**

No. Masks with exhalation valves are intended to make breathing easier and prevent humidity buildup. Depending on mask type and mask fit, these masks can protect the wearer from inhaling droplets and aerosols. However, most of these masks do not filter exhaled or forced aerosols and droplets because the exhalation valve is not equipped with a filter. These masks are not acceptable to prevent transmission of viruses.

**Q: Is it safe to wear a mask or face covering for prolonged periods of time?**

Yes. Prolonged masking is common in many occupations to protect workers. Some examples include health care workers (e.g., performing prolonged surgery), construction (e.g., protection against dust and other particles) and environmental workers (e.g., removing mold). The face coverings that are typically worn by the general public during COVID-19 are less tight-fitting than the masks worn by health care, construction and environmental workers, so they are even less likely to restrict airflow in a way that could cause health problems. People with breathing difficulties may have problems wearing face coverings. Anyone who cannot safely wear a mask, face covering or face shield because of a disability or medical condition should request an accommodation.

**Q: Do I have to wear a mask or face covering if I am in my cubicle at work and no one else is in the cubicle with me?**

Yes. An individual must wear a mask, face covering or face shield in a cubicle unless the cubicle is a private individual workspace. A private individual workspace is an indoor space within a public or private workplace used for work by one individual at a time that is enclosed on all sides with walls from floor to ceiling and with a closed door.

**Q: Do I have to wear a face covering when I'm in my own home?**

No. Individuals are not required to wear a face covering while in their own homes.

However, OHA strongly recommends that when at home, individuals continue to wear a mask or face covering when indoors or outdoors when they are with people outside of their household and not able to maintain six (6) feet of distance.

**\*Q: Are there times when I have to wear a face covering when outside?**

No, however, in outdoor settings, OHA strongly recommends that in crowded areas or large gatherings, individuals who are unvaccinated, immunocompromised, who are at risk for severe COVID-19 disease, or live with someone in one of these categories continue to wear a mask or face covering and maintain physical distancing of at least six (6) feet from other individuals. Crowded areas and large gatherings of individuals include but are not limited to venues, event areas, sports events, fairs, festivals, parades, graduation ceremonies or wedding receptions.

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In addition, OHA strongly recommends that when at home, individuals continue to wear a mask or face covering when indoors or outdoors when they are with people outside of their household and not able to maintain six (6) feet of distance.

You can access additional recommendations from OHA for wearing masks and face coverings [here](#).

**Q: Are choirs that perform in faith institutions or in other types of organizations considered performers and therefore exempt from the indoor masking requirement?**

Due to the risk of these types of performances, OHA strongly recommends performers wear a mask or face covering while singing, maintain as much physical distance as possible and consider using amplifiers or other sound enhancing equipment to reduce the need for performers to raise their voices in order to increase volume. Singing in a choir has been associated with extensive spread of COVID-19 because vigorous singing is more likely to result in the expulsion of potentially infectious droplets from the throat. With the significant increase in Delta variant cases, there is much more opportunity for these infectious droplets to further spread COVID-19 in the community. However, this activity is considered performance and therefore is not subject to the indoor masking requirement.

**Q: What does it mean to make a reasonable effort to ensure customers, visitors, etc., are wearing a face covering?**

At present, Oregon OSHA and OHA consider a reasonable effort to include posting the required signs, ensuring all employees, contractors and volunteers are wearing the required face coverings, and *not* displaying any signs or taking any actions that undercut the requirement to wear the face coverings or that discourage customers and clients from fulfilling the requirement.

**Document accessibility:** For individuals with disabilities or individuals who speak a language other than English, OHA can provide information in alternate formats such as translations, large print, or braille. Contact the COVID-19 Communications Unit at 1-971-673-2411, 711 TTY or [COVID19.LanguageAccess@dhsosha.state.or.us](mailto:COVID19.LanguageAccess@dhsosha.state.or.us)





## Test to Stay FAQs

(11-23-2021)

**Q: What is the purpose of test to stay?**

Test to stay is a testing program which allows students and staff without symptoms to remain in Oregon's K-12 schools during their quarantine period. When this testing is combined with the several layers of mitigation in K-12 settings, including universal masking, physical distancing, cohorting, and ventilation, the risk of transmission in these settings is minimized. The CDC is studying test to stay, and considers it a promising practice for minimizing quarantine and maximizing school days in school.<sup>1</sup>

**Q: What if a student doesn't have consent on file for testing or refuses to take a test?**

Students who do not have consent on file may not be tested. Participation in test to stay is optional and students who refuse to participate may quarantine at home.

**Q: If a student is exposed at lunch and isn't wearing a mask, are they eligible to participate?**

No; the exposure must occur in a K-12 setting in which universal masking is in place.

**Q: If a student is exposed during an extracurricular event and wasn't wearing a mask, are they eligible to participate?**

No; the exposure must occur in a K-12 setting in which universal masking is in place.

**Q: Can a student take a test at home and be allowed to continue to come to school?**

At this time, testing for test to stay must occur using the Abbott BinaxNOW resources provided to schools by OHA. K-12 screening testing performed through one of Oregon's four regional laboratory partners may be used for the second test. The Abbott BinaxNOW testing is only available at schools. Oregon hopes to launch a self-test/at home testing option for test to stay but has not yet been able to secure testing resources for this.

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<sup>1</sup> Source: [https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/admin-faq.html#anchor\\_1634072007476](https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/admin-faq.html#anchor_1634072007476)

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**Q: Can a student take a test at a community testing site and be allowed to continue to come to school?**

At this time, testing for test to stay must occur using the Abbott BinaxNOW resources provided to schools by OHA. K-12 screening testing performed through one of Oregon's four regional laboratory partners may be used for the second test. The Abbott BinaxNOW testing is only available at schools. Oregon hopes to launch a self-test/at home testing option for test to stay but has not yet been able to secure testing resources for this.

**Q: What is the optimal timing for the first test?**

The first test should occur as soon as the exposure has been identified—because of delays in testing and case reporting, this may be several days following the actual exposure. Importantly, the first test should occur before students and staff are allowed to return to the classroom.

**Q: What is the optimal timing for the second test?**

The second test should occur between days 5-7 following the exposure. This range allows for consideration of weekends as well as timing since the first test was performed.

**Q: Should fully vaccinated students and staff participate in this program?**

Fully vaccinated individuals are not subject to quarantine and do not require test to stay to continue attending school following an exposure.

**Q: If my school is enrolled in the diagnostic testing program, do we need to enroll separately to participate in test to stay?**

No; if your school is enrolled in the diagnostic testing program you may begin participating in test to stay using the tests you have on hand.

**Q: How do I get more tests?**

When a school's supply is low, the School Testing Administrator or School Testing Reporter should contact their district office to receive additional tests. Private schools, superintendents, or their delegee, can submit a new order for their district [here](#). An email confirming receipt of the order will be sent and the BinaxNOW tests will arrive within 7-10 business days. It is the responsibility of the Superintendent, or their delegee, to verify that the school has registered separately with OHA.

**Q: Can we use additional school staff or volunteers to facilitate high-volume testing?**

If you need to add additional School Testing Administrators or School Testing Reporters to facilitate high-volume testing, please inform OHA of the additions by emailing [schooltesting.covid@dhsosha.state.or.us](mailto:schooltesting.covid@dhsosha.state.or.us). All School Testing Administrators must complete all required online training modules for the BinaxNOW point-of-care antigen test and carefully review all training regarding personal protective equipment (PPE) use before testing.

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**Q: Should testing occur more frequently than twice in the 7-day period?**

There are several test to stay protocols with different testing frequencies that are currently being piloted nationwide. In choosing to test twice weekly, we considered the low-risk nature of these exposures due to universal masking and other mitigation strategies in K-12 settings, available testing capacity and feasibility of implementation. We believe that twice weekly testing is appropriate.

**Q: How effective are the BinaxNOW tests at detecting COVID-19 in persons without symptoms?**

The BinaxNOW rapid antigen tests work well to detect infection in individuals with high viral loads of COVID-19 — and who are most likely to be actively transmitting the virus to others. Additionally, the Delta variant of COVID-19 is associated with higher viral loads of COVID-19 and BinaxNOW tests likely work better to detect infection in individuals infected with the Delta variant. More than 99% of all COVID-19 variants in Oregon are currently Delta.

**Document accessibility:** For individuals with disabilities or individuals who speak a language other than English, OHA can provide information in alternate formats such as translations, large print, or braille. Contact the COVID-19 Communications Unit at 1-971-673-2411, 711 TTY or [COVID19.LanguageAccess@dhsosha.state.or.us](mailto:COVID19.LanguageAccess@dhsosha.state.or.us).

# Philomath School District 17J

Code: AC  
Adopted: 11/15/10  
Revised/Readopted: 10/18/18  
Orig. Code: AC

## Nondiscrimination

The district prohibits discrimination~~shall promote nondiscrimination~~ and ~~an environment free of~~ harassment on any basis protected by law, including but not limited to, an individual's perceived or actual race<sup>1</sup>, color, religion, sex, sexual orientation<sup>2</sup>, gender identity, national or ethnic origin, marital status, age, ~~or~~ mental or physical disability, pregnancy, familial status, economic status, or veterans' ~~veteran's~~ status, ~~or~~ because of the perceived or actual race, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, marital status, age, ~~or~~ mental or physical disability, pregnancy, familial status, economic status, or veterans' ~~veteran's~~ 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~~ ~~assignments~~ 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 ~~and make known the~~ 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 ~~of 1973, Title VI and, Title VII~~ of the Civil Rights Act, Title IX of the Education Amendments, and other civil rights or discrimination issues, and notify students, parents, and staff with their names, office addresses, and phone numbers<sup>3</sup>. The district will publish complaint procedures providing for prompt and equitable resolution of complaints from students, ~~and~~ employees and the public, and such ~~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,

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<sup>1</sup> 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)).

<sup>2</sup> ~~“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.~~

<sup>3</sup> ~~Districts are required to notify students and employees of the name, office address and telephone number of the employee or employees appointed.~~

threatening or interfering with an individual for exercising ~~any~~<sup>the</sup> rights guaranteed under state and federal law.

## END OF POLICY

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### Legal Reference(s):

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

Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (2018).

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

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

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

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

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683, 1701, 1703-1705, 1720 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).

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

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018); 29 C.F.R. § 1601 (2019).

Wygant v. Jackson Bd. of Educ., 476 U.S. 267 (1989).

Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212 (2018).

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

House Bill 2935 (2021).

House Bill 3041 (2021).

### Cross Reference(s):

ACA - Americans with Disabilities Act

GBA - Equal Employment Opportunity

JB - Equal Educational Opportunity

## Philomath School District 17J

Code: AC-AR  
Revised/Reviewed: 11/17/05; 10/18/18  
Orig. Code: AC-AR

### Discrimination or Harassment Complaint Procedure

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

Step 1 Complaints may be oral or in writing~~written~~ and must be filed with the building principal. The building 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, ~~he/she~~ may submit a written appeal to the superintendent within five school days after receipt of the building principal's response to the complaint. The superintendent shall review the principal's decision within ~~five~~ school days and may meet with all parties involved. The superintendent will review the merits of the complaint and the principal's decision. The superintendent will ~~and~~ respond in writing to the complainant within 10 school days.

Step 3 If the complainant is not satisfied with the decision of the superintendent, a written appeal may be filed with the Board within five school days of receipt of the superintendent's response to Step 2. The Board may decide to hear or deny the request for appeal at a Board meeting. If the Board decides to hear the appeal, ~~the~~ The Board may meet with the concerned parties and their representative at the next regular or special 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~~step 2 and should file a complaint with the superintendent. If the superintendent is the subject of the complaint, the complaint may start at ~~Step~~step 3 and should be referred to the Board chair, ~~on behalf of the Board~~. The Board may refer the investigation to a third party.

Complaints against the Board as a whole or against an individual Board member, may start at ~~Step~~step 3 and should be submitted~~made~~ to the Board chair and may be referred to district counsel. Complaints against the Board chair may start at ~~Step~~step 3 and be referred~~made~~ directly to the 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~~l~~, but will not be longer than 30 days from the date of the submission of the complaint at any step~~l~~. 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 ~~Timelines may be extended based upon mutual consent of both parties in writing.~~

Commented [LE1]:

Commented [LE2]: Keep the bracketed language

Commented [LE3]: Keep the bracketed language and all of the shaded language

If the complainant, is a person who resides in the district, is a parent or guardian of a student who attends school in the district or is 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, ~~or 90 days, whichever occurs first, he/she~~ may appeal<sup>1</sup> the district's final decision ~~in writing~~ to the Deputy Superintendent of Public Instruction under Oregon Administrative Rule (OAR) ~~581-021-0049~~ 581-002-0001 to 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.]

**Commented [LE4]:** Use this option. Bracketed language will be clarified after KVCS weighs in.

<sup>1</sup> 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 ☐ ~~Nonemployee~~ ☐ (Job applicant ☐ Other ☐ \_\_\_\_\_

Type of discrimination:

- ☐ ~~Race~~  
☐ ~~Color~~  
☐ ~~Religion~~  
☐ ~~Sex~~  
☐ ~~National or ethnic origin~~ ~~Origin~~ ☐ ~~Disability~~  
☐ Gender identity  
☐ Mental or physical disability  
☐ ~~Marital status~~  
☐ ~~Familial status~~  
☐ ~~Economic status~~  
☐ ~~Veterans' status~~  
☐ ~~Status~~ ☐ ~~Age~~  
☐ ~~Sexual orientation~~ ~~Orientation~~  
☐ Pregnancy  
☐ Discriminatory use of a Native American mascot  
☐ ~~Other~~ \_\_\_\_\_

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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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

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.

# Philomath School District 17J

Code: BD/BDA  
Adopted: 10/18/18

## Board Meetings

The Board has the authority to act only when a quorum is present at a duly called regular, special or emergency meeting. “Meeting” means the convening of a quorum of the Board as the district’s governing body to make a decision or to deliberate toward a decision on any matter. This includes meeting for the purpose of gathering information to serve as the basis for a subsequent decision or recommendation by the governing body, i.e. a work session. The affirmative vote of the majority of members of the Board is required to transact any business.

All regular, special and emergency meetings of the Board will be open to the public except as provided by law. Access to and the ability to attend all meetings (excluding executive sessions) by telephone, video or other electronic or virtual means will be made available when reasonably possible. All meetings will be conducted in compliance with state and federal statutes. <sup>1</sup>For information how to give or submit public comment [it is outlined in Board policy BDDH - Public Comment at Board Meetings <sup>1</sup> [and/or] [posted on the district’s website].]

All Board meetings, including Board retreats and work sessions, will be held within district boundaries, except as allowed by law<sup>2</sup>. The Board may attend training sessions outside the district boundaries but cannot deliberate or discuss district business.<sup>3</sup> No meeting will be held at any place where discrimination on the basis of disability, race, creed, color, sex, sexual orientation, gender identity<sup>4</sup>, age or national origin is practiced.

The Board will give public notice reasonably calculated to give actual notice to interested persons, including those with disabilities, of the time and place for all Board meetings and of the principal subjects to be considered. The Board may consider additional subjects at a meeting, even if they were not included in the notice.

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<sup>1</sup> When telephone or other electronic means of communication is used during a meeting open to the public, the Board shall make at least one place available to the public where, or at least one electronic means by which, the public can listen during the meeting. At all meetings of the Board open to the public, the public will be provided an opportunity, to the extent reasonably possible, to access and attend the meeting by telephone, video or other electronic or virtual means. If in-person oral testimony (or public comment) is allowed, the public will be provided, to the extent reasonably possible, an opportunity to submit oral testimony during the meeting<sup>1</sup> at the designated portion of the agenda,<sup>1</sup> by telephone, video or other electronic or other means. If in-person written testimony is allowed, the public will be provided, to the extent reasonably possible, an opportunity to submit written testimony including by email or other electronic means, so that the Board is able to consider the submitted testimony in a timely manner.<sup>1</sup>

<sup>2</sup> ORS 192.630(4). Meetings of the governing body of a public body shall be held within the geographic boundaries over which the public body has jurisdiction, or at the administrative headquarters of the public body or at the other nearest practical location. Training sessions may be held outside the jurisdiction if no deliberations toward a decision are involved.

<sup>3</sup> ~~ORS 192.630(4). Meetings of the governing body of a public body shall be held within the geographic boundaries over which the public body has jurisdiction, or at the administrative headquarters of the public body or at the other nearest practical location. Training sessions may be held outside the jurisdiction as long as no deliberations toward a decision are involved.~~

<sup>4</sup> ~~As defined in ORS 174.100.~~

If requested to do so at least 48 hours **10 business days** before a meeting held in public, the Board shall make a good faith effort to provide a translation service or an interpreter for hearing-impaired persons. other appropriate auxiliary aids and services will be provided upon request and appropriate advance notice. ~~Communications with all qualified individuals with disabilities shall be as effective as communications with others.~~

~~[If requested to do so at least [72] hours before a meeting held in public, the Board will make a reasonable effort to provide translation services. {<sup>5</sup>}]~~

All meetings held in public shall comply with the Oregon Indoor Clean Air Act and the ~~smoking provisions contained in the Public Meetings Law.~~

**The possession of dangerous or deadly weapons and firearms, as defined in law and Board policy, is prohibited on district property.**

## 1. Regular, Special and Emergency Meetings

Generally, a regular Board meeting will be held each month. The regular meeting schedule will be established at the annual organizational meeting ~~in July~~ and may be changed by the Board with proper notice. The purpose of each regular monthly meeting will be to conduct the regular Board business.

No later than the next regular meeting following July 1, the Board will hold the annual ~~an~~ organizational meeting to elect Board officers for the coming year and to establish the year's schedule of Board meetings. In Board election years (odd numbered years),<sup>5</sup> the first meeting will be held no later than July 31.

Special meetings can be convened by the Board chair, upon request of three Board members, or by common consent of the Board at any time to discuss any topic. A special meeting may also be scheduled if less than a quorum is present at a meeting or additional business still needs to be conducted at the ending time of a meeting. At least 24 hours' notice must be provided to all Board members, the news media, which have requested notice, and the general public for any special meeting.

Emergency meetings can be called by the Board in the case of an actual emergency upon appropriate notice under the circumstances. The minutes of the emergency meeting must describe the emergency. Only topics necessitated by the emergency may be discussed or acted upon at the emergency meeting.

## 2. Communications Outside of Board Meetings

Communications, to, by and among a quorum of Board members outside of a legally called Board meeting, in their capacity as Board members, shall not be used for the purpose of discussing district business. This includes electronic communication. Electronic communications among Board members shall be limited to messages not involving deliberation, debate, decision-making or gathering of information on which to deliberate.

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<sup>5</sup> ~~Districts are encouraged to evaluate translation needs and resources prior to adding this language. A district may decide that translating the agenda, minutes or other documents, or public comment is sufficient.~~

Electronic communications may contain:

- a. Agenda item suggestions;
- b. Reminders regarding meeting times, dates and places;
- c. Board meeting agendas or information concerning agenda items;
- d. One-way information from Board members or the superintendent to each Board member (e.g., an article on student achievement or to share a report on district progress on goals); ~~so long as that information is also being made available to the public except for materials protection;~~
- e. Individual responses to questions posed by community members, subject to other limitations in Board policy.

E-mails sent to other Board members will have the following notice:

*Important: Please do not reply or forward this communication if this communication constitutes a decision or deliberation toward a decision between and among a quorum of a governing body which could be considered a public meeting. Electronic communications on district business are governed by public meetings law. ~~Public Records and Meetings Law.~~*

### 3. Private or Social Meetings

Private or social meetings of a quorum of the Board for the purpose of making a decision or to deliberate toward a decision on any matter are prohibited by public meetings law. ~~the Public Meetings Law.~~

### 4. Work Sessions

The Board may use regular or special meetings for the purpose of conducting work sessions to provide its members with opportunities for planning and thoughtful discussion. Work sessions will be conducted in accordance with ~~the~~ state law on public meetings, including notice and minutes. The Board is discouraged from making official decisions during a work session. Generally, Boards do not take official action during work sessions, although there is no legal prohibition to do so.

### 5. Executive Sessions

Executive sessions may be held during regular, special or emergency meetings for a reason permitted by law. (See Board policy BDC - Executive Sessions)

END OF POLICY

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#### Legal Reference(s):

[ORS 174.100](#)

[ORS 174.104](#)

[ORS Chapter 192](#)

[ORS Chapter 193](#)

[ORS 255.335](#)

[ORS 332.040 - 332.061](#)

[ORS 433.835 - 433.875](#)

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2018); 29 C.F.R. Part 1630 (2020); 28 C.F.R. Part 35 (2020).

Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2018).

OR. ATTY. GEN. Public Records and Meetings Manual.

Board Meetings – BD/BDA

3-4

Oregon House Bill 2560 (2021).  
Oregon House Bill 3041 (2021).

**Cross Reference(s):**

ACA - Americans with Disabilities Act  
BDC - Executive Sessions

# Philomath School District 17J

Code: BDDH  
Adopted: 10/18/18

## Public Comment at Board Meetings (Version 1)

(See proposed version)

All Board meetings, with the exception of executive sessions, will be open to the public. The Board invites district community members to attend Board meetings to become acquainted with the program and operation of the district. Members of the public also are encouraged to share their ideas and opinions with the Board when appropriate.

It is the intent of the Board to ensure communications with individuals with disabilities are as effective as communications with others. Individuals with hearing, vision or speech impairments will be given an equal opportunity to participate in Board meetings. Primary consideration will be given to requests of qualified individuals with disabilities in selecting appropriate auxiliary aids<sup>1</sup> and services.

Auxiliary aids and services for persons with disabilities will be available at no charge to the individual. All auxiliary aids and/or service requests must be made with appropriate advance notice. Should the Board demonstrate such requests would result in a fundamental alteration in the service, program or activity or in undue financial and administrative burdens, an alternative, equally effective means of communication will be used.

### Audience

During a session of a Board meeting open to the public, members of the public may be invited to present comments during the designated portion of the agenda. At the discretion of the Board chair, further public comment may be allowed.

### Request for an Item on the Agenda

A member of the public may request the superintendent consider placing an item on the agenda of a regular Board meeting. This request should be made in writing and presented to the superintendent for consideration at least one week prior to the scheduled meeting.

### Procedures for Public Comment at Meetings

The Board will establish procedures for public comment in open meetings. The purpose of these procedures will be to inform the public how to effectively participate in Board meetings for the best interests of the individual, the district and the patrons. The information will be easily accessible and available to all patrons attending a public Board meeting.

1. Discussion or presentation concerning a published agenda item is limited to its designated place on the agenda, unless otherwise authorized by the Board chair.
2. A visitor speaking during the meeting may introduce a topic not on the published agenda. The Board, at its discretion, may require that a proposal, inquiry or request be submitted in writing, and reserves the right to refer the matter to the administration for action or study.

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<sup>1</sup> Auxiliary aids may include, but are not limited to, such services and devices as qualified interpreters, assistive listening systems, note takers, readers, taped texts, Braille materials and large print.

3. Any person who is invited by the Board chair to speak to the Board during a meeting should state his/her name and if speaking for an organization, the name and identity of the organization. A spokesperson should be designated to represent a group with a common purpose.
4. Statements by members of the public should be brief and concise. The Board chair may use discretion to establish a time limit on discussion or oral presentation by visitors.
5. Questions asked by the public, when possible, will be answered by the Board chair or referred to the superintendent for reply. Questions requiring investigation may, at the discretion of the Board chair, be referred to the superintendent for response at a later time.
6. At the discretion of the Board chair, anyone wishing to speak before the Board, either as an individual or as a member of a group, on any agenda item or other topic, may do so by providing the Board secretary with a completed registration card or sign-in sheet, prior to the Board meeting in order to allow the chair to provide adequate time for each agenda item.

The Board chair should be alert to see that all visitors have been acknowledged and thanked for their presence and for any contributed comments on agenda issues. Similar courtesy should be extended to members of staff who have been in attendance. Their return for future meetings should be welcomed.

### **Petitions**

Petitions may be accepted at any Board meeting. No action will be taken in response to a petition before the next regular meeting. Petitions will be referred to the superintendent for consideration and recommendation.

### **Comments Regarding Staff Members**

Speakers may offer objective criticism of district operations and programs. The Board will not hear comments regarding any individual district staff member. The Board chair will direct the visitor to the procedures in Board policy KL - Public Complaints for Board consideration of a legitimate complaint involving a staff member. The association contract governing the employee's rights will be followed. A commendation involving a staff member should be sent to the superintendent, who will forward it to the employee, his/her supervisor and the Board.

END OF POLICY

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### **Legal Reference(s):**

[ORS 165.535](#)  
[ORS 165.540](#)

[ORS 192.610 - 192.690](#)  
[ORS 332.057](#)

[ORS 332.107](#)

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2018); 29 C.F.R. Part 1630 (2020); 28 C.F.R. Part 35 (2020).

Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2018).

*Baca v. Moreno Valley Unified Sch. Dist.*, 936 F. Supp. 719 (C.D. Cal. 1996).

*Leventhal v. Vista Unified Sch. Dist.*, 973 F. Supp. 951 (S.D. Cal. 1997).

Oregon House Bill 2560 (2021).

### **Cross Reference(s):**

BDDC - Board Meeting Agenda

# Philomath School District 17J

Code:  
Adopted:

BDDH

## Public Comment at Board Meetings (Version 2)

*{HB 2560 (2021) goes into effect on January 1, 2022, and requires that districts provide the same opportunity for public comment to those attending virtually as is provided to those attending in person. We recommend that districts review current public comment practices and adopt policy language that meets the law and the desired district practice.}*

All Board meetings, with the exception of executive sessions, will be open to the public. The Board invites the district's community members to attend Board meetings to become acquainted with the program and operation of the district. The public has a right to attend public meetings held in open session, and may be invited to share comments, ideas and opinions with the Board during designated times on the agenda. The Board may conduct a meeting without public comment.

Individuals with hearing, vision or speech impairments will be given an equal opportunity to participate in Board meetings and submit written comments to the Board. Individuals requesting assistance, aids or accommodations are encouraged to notify the district at least 48 hours prior to the Board meeting with the request, consistent with Board policy BD/BDA – Board Meetings.

### Procedures for Oral Public Comment

The Board establishes the following procedures for public comment at Board meetings held in open session. The information will be accessible and available to all patrons accessing or attending such a Board meeting.

1. Public comment is limited to its designated place on the agenda and while time allows.
2. A person wishing to provide public comment, if an opportunity is provided by the Board during a meeting open to the public, will ~~[sign in on the public comment sheet provided]~~ ~~[complete and submit the Intent to Speak card to the Board secretary]~~ ~~[submit their name electronically]~~ ~~[do so as directed]~~ prior to the Board meeting.<sup>1</sup> A request to give public comment in-person or electronically does not guarantee time will be available.
3. A person speaking during the public comment portion of the meeting may ~~[comment on a topic not on the published agenda]~~ ~~[may comment only on agenda items]~~.
4. A person speaking during the public comment portion of the meeting should state their name, whether they are a resident of the district, and, if speaking for an organization, the name of the organization. A spokesperson should be designated to represent a group with a common purpose.
5. A person giving public comment is limited to an established time limit of ~~[three]~~ minutes. Statements should be brief and concise. ~~[The Board chair has discretion to waive time limits or~~

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<sup>1</sup> When in-person attendees are allowed to provide oral comment, virtual attendees will be afforded the same opportunity.



extend the overall time allotted for public comment. Additional time will be allocated in a fair and equitable manner. ~~[Time limits will be determined based on the number of commenters and the amount of time available for public comment.]~~ If a person has more comments than time allows or is unable to comment due to time constraints, the person is encouraged to submit additional written comments to the Board through the district office as directed.

6. Inquiries from the public during the designated portion of the agenda will not generally be responded to immediately by the Board chair, and may be referred to the superintendent for reply at a later date. The Board will not respond to inquiries that are expected to be addressed during another designated portion of the agenda.]

~~[The Board will not hear public comment at Board work sessions.]~~

~~[Topics raised during the public comment portion may be considered for inclusion as agenda items at future Board meetings.]~~

### Procedures for Written Comment

Members of the public may submit written comments or materials to the Board at any time at the district office, by mail or by email to ~~[insert email address]~~. Materials or comments submitted at least ~~[72 hours]~~ in advance of a Board meeting will be provided to the Board before the Board meeting~~[-, but will not be read at the Board meeting]~~. Written materials or comments submitted may not warrant action by the Board.

### Comments Regarding Staff Members

A person speaking during the designated portion of the agenda for public comment may offer objective criticism of district operations and programs. The Board will not hear comments regarding any individual district staff member. The Board chair will direct the visitor to the ~~[procedures in Board policy KL - Public Complaints]~~ ~~[published complaint procedures]~~ for consideration of a legitimate complaint involving a staff member. ~~[Any association contract governing the employee's rights will be followed.]~~ A commendation involving a staff member should be sent to the superintendent~~[-, who will forward it to the [employee, a supervisor and the Board]]~~.

END OF POLICY

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#### Legal Reference(s):

[ORS 165.535](#)  
[ORS 165.540](#)

[ORS 192.610 - 192.690](#)  
[ORS 332.057](#)

[ORS 332.107](#)

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2018); 29 C.F.R. Part 1630 (2020); 28 C.F.R. Part 35 (2020).

Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2018).

*Baca v. Moreno Valley Unified Sch. Dist.*, 936 F. Supp. 719 (C.D. Cal. 1996).

*Leventhal v. Vista Unified Sch. Dist.*, 973 F. Supp. 951 (S.D. Cal. 1997).

Oregon House Bill 2560 (2021).

# Philomath School District 17J

Code: GBA  
Adopted: 11/15/10  
Revised/Readopted: 8/19/19  
Orig. Code: GBA

## Equal Employment Opportunity

Equal employment opportunity and treatment shall be practiced by the district regardless of race<sup>1</sup>, color, religion, sex, sexual orientation<sup>2</sup>, gender identity, national origin, marital status, pregnancy, childbirth or a related medical condition<sup>3</sup>, age, veterans' status<sup>4</sup>, service in uniformed service, familial status, genetic information, an individual's juvenile record that has been expunged, and disability<sup>5</sup> 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 and ~~of 1990~~, the Americans with Disabilities Act Amendments Act ~~of 2008~~ (ADA), and Section 504 of the Rehabilitation Act ~~of 1973~~. 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

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### 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 659A.003](#)  
[ORS 659A.006](#)  
[ORS 659A.009](#)  
[ORS 659A.029](#)

[ORS 659A.030](#)  
[ORS 659A.040](#)  
[ORS 659A.082](#)  
[ORS 659A.109](#)  
[ORS 659A.112](#)  
[ORS 659A.147](#)  
[ORS 659A.233](#)

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<sup>1</sup> 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)).

<sup>2</sup> ~~ORS 174.100(7) "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.~~

<sup>3</sup> 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.

<sup>4</sup> 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.

<sup>5</sup> 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.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 (2018).  
Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, et. seq. (2018).  
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 (2018).  
Equal Pay Act of 1963, 29 U.S.C. § 206(d) (2018).  
Rehabilitation Act of 1973, 29 U.S.C. §§ 791, 794 (2018); 34 C.F.R. Part 104 (2019).  
Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683, 1701, 1703-1705, 1720 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).  
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).  
Wygant v. Jackson Bd. of Educ., 476 U.S. 267 (1989).  
Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2018).  
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212 (2018).  
Genetic Information Nondiscrimination Act of 2008, 42 U.S.C. § 2000ff-1 (2018).  
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)

#### **Cross Reference(s):**

AC - Nondiscrimination  
ACA - Americans with Disabilities Act

# Philomath School District 17J

Code: IGBHA  
Adopted: 12/19/91  
Revised/Readopted: 11/18/19  
Orig. Code: IGBHA

## Alternative Education Programs\*\*

The ~~Board~~~~school district~~ is dedicated to providing educational options for ~~serving~~ 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 ~~district approved~~ 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 ~~Private~~ alternative education program ~~programs~~ 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 Home school by the parent is not an alternative education program to provide services to a qualified home schooled child.]~~ ~~placement.~~

Students, after consultation with ~~upon approval from~~ 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~~ the alternative education program or an amount equal ~~that is at least equivalent~~ to 80 percent ~~%~~ of the district’s estimated current year’s average per-student ~~pupil~~ net operating expenditure, whichever is less. When contracting with ~~at the lesser. The district will enter into a written contract for a district approved~~ private alternative education program, the district’s contract will meet the requirements of ~~as required by~~ law.

END OF POLICY

Legal Reference(s):

Alternative Education Programs\*\* – IGBHA

1-2

[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](#)

**Cross Reference(s):**

IGBHB - Establishment of Alternative Education Programs  
IGBHC - Alternative Education Notification  
JGEA - Alternative Education Programs Related to Expulsion

# Philomath School District 17J

Code: IGBHA-AR(1)  
Adopted: 11/18/19

## Evaluation of Alternative Education Programs

(For use by the alternative education program coordinator)

Date \_\_\_\_\_

Dear Alternative Education Program Coordinator:

In accordance with Oregon Administrative Rule (OAR) 581-022-2505, the district is required to evaluate alternative education programs annually. Please provide the documentation required below and return to the Philomath School District office at 1620 Applegate Street, Philomath, OR 97370 no later than [???]. Please include the program name, program coordinator and telephone number. A copy of the district's written evaluation shall be provided to the program coordinator.

### Staff

1. Have criminal records checks requirements been met?
- \* Provide list of individuals subject to criminal records checks and copy of Form 581-2283-M from the Oregon Department of Education (ODE).

### Curriculum

1. Are students receiving instruction in the state academic content standards and earning diploma credits?
- \* Attach supportive documentation including such evidence as program overview, curriculum guide, course syllabi or other material that demonstrates that program curriculum is aligned with standards.
2. Are statewide assessments ~~Oregon Statewide Assessments~~ administered and the results reported annually to students, parents and the district?
- \* Attach copy of summary report and sample of information reported to student, parents and the district.
3. Are students receiving, at least annually, a report of academic progress?
- \* Attach copy of report used.
4. Does the program meet the physical education requirements of Oregon Revised Statute (ORS) 329.496?
- \* Attach the document that supports the physical education requirements.

## **Discrimination**

1. Does the program comply with nondiscrimination requirements of law? ~~(?Program does not discriminate based on age, disability, national origin, sexual orientation, gender identity, race, color, marital status, religion or sex))~~

\* Attach student enrollment/withdrawal summary based on above criteria.

## **Registration** (Private alternative education programs only)

1. Is the program registered with the ODE?
- \* Attach copy of the approval from ODE (including the institution identification number assigned by ODE).

## **Site Evaluation**

1. Does the program comply with health and safety statutes and rules?
- \* Attach copy of appropriate documentation, including first aid, ~~and~~ emergency procedures plan, healthy and safe schools plan, radon testing plan, such as staff/student handbooks, in-service agenda, plans, fire marshal's report, safety inspection reports, etc.

## **Tuition and Fees**

1. Does the program comply with Oregon Revised Statutes regarding tuition and fees (ORS 337.150, 339.141, 339.147, 339.155)?
- \* Attach list of any fees required and explanation.

## **Contract**

1. The program complies with any statute, rule or district policy specified in the contract with the public or private alternative education program.
- \* Attach as applicable.
2. Does the contract with the public or private alternative education program state that noncompliance with a rule or statute may result in termination of the contract?
- \* Contract on file with district and program, as applicable.

## **Expenditures**

1. Does the program comply with Oregon Revised Statutes regarding expenditures (ORS 336.635(4))?
- \* Attach annual statement of expenditures.

## **Advertising**

1. Does the program meet the advertising requirements of ORS 339.122?

- \* Attach a copy of the program description. Is it a virtual public school and is it advertised as such?

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Superintendent

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Dated

- \* Compliance indicators are intended as examples only. District may modify, as appropriate.



# Philomath School District 17J

Code: JB  
Adopted: 3/16/09  
Revised/Readopted: 12/16/19; 2/16/21  
Orig. Code: JB

## Equal Educational Opportunity

Every student of the district will be given equal educational opportunities regardless of age, sex, sexual orientation, gender identity<sup>+</sup>, race<sup>2</sup>, 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~~  
No 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.]

Commented [LE1]: Keep bracketed language

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):

<a href="#">ORS 174.100</a>	<a href="#">ORS 659.852</a>	<a href="#">ORS 659A.406</a>
<a href="#">ORS 192.630</a>	<a href="#">ORS 659A.001</a>	<a href="#">OAR 581-021-0045</a>
<a href="#">ORS 326.051</a>	<a href="#">ORS 659A.003</a>	<a href="#">OAR 581-021-0046</a>
<a href="#">ORS 329.025</a>	<a href="#">ORS 659A.006</a>	<a href="#">OAR 581-022-2310</a>
<a href="#">ORS 332.107</a>	<a href="#">ORS 659A.103 - 659A.145</a>	<a href="#">OAR 839-003-0000</a>
<a href="#">ORS 336.086</a>	<a href="#">ORS 659A.400</a>	
<a href="#">ORS 659.850</a>	<a href="#">ORS 659A.403</a>	

<sup>+</sup> "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.

<sup>2</sup> 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)).

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).  
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).

**Cross Reference(s):**

AC - Nondiscrimination  
ACA - Americans with Disabilities Act

## Philomath School District 17J

Code: ACB  
Adopted: 11/16/20

### **Every Student Belongs**~~All Students Belong~~

*The Philomath School District is committed to the success of every student in each of our schools. For that success to occur, the district is committed to equity by recognizing institutional barriers and creating access and opportunities that benefit each student. “Achieving equity” means students’ identities will not predict or predetermine their success in school.*

Commented [1]: Added district statement

*Educational equity is based on the principles of fairness and justice in allocating resources, opportunity, treatment and creating success for each student.*

Commented [2]: Added district statement

~~As stated in Board Policy JBB, Philomath School District believes that~~ All students are entitled to a high quality educational experience, free from discrimination or harassment based on perceived race, color, religion, gender identity, sexual orientation, disability or national origin.

All employees are entitled to work in an environment that is free from discrimination or harassment based on perceived race, color, religion, gender identity, sexual orientation, disability or national origin.

All visitors are entitled to participate in a school or educational ~~an~~ environment that is free from discrimination or harassment based on perceived race, color, religion, gender identity, sexual orientation, disability or national origin.

“Bias incident” means a person’s hostile expression of animus toward another person, relating to the other person’s perceived race, color, religion, gender identity, sexual orientation, disability or national origin, of which criminal investigation or prosecution is impossible or inappropriate. Bias incidents may include derogatory language or behavior, ~~directed at or about any of the preceding demographic groups.~~

“Symbol of hate” means nooses<sup>[1]</sup>, symbols of neo-Nazi ideology ~~a symbol, image, or object that expresses animus on the basis of race, color, religion, gender identity, sexual orientation, disability or national origin including, the noose, swastika, or confederate flag<sup>2</sup>, and whose display:~~

- ~~1. Is reasonably likely to cause a substantial disruption of the Confederacy, or material interference with school activities; or~~
- ~~2. Is reasonably likely to interfere with the rights of students by denying them full access to the services, activities, and opportunities offered by a school.~~

<sup>1</sup> [The display of a noose on public property with the intent to intimidate may be a Class A Misdemeanor under Senate Bill 398 (2021).]

<sup>2</sup> While commonly referred to as the “confederate flag,” the official name of the prohibited flag is the Battle Flag of the Armies of Northern Virginia.

The district prohibits the use or display of any symbols of hate<sup>{3}</sup> on school property<sup>4</sup> ~~district grounds~~ or in an education ~~any district or school sponsored~~ program<sup>5</sup>, ~~service, school or activity that is funded in whole or in part by monies appropriated by the Oregon Legislative Assembly,~~ except where used in teaching curriculum that is aligned with state standards of education for public schools ~~to the Oregon State Standards.~~

In responding to the use of any symbols of hate or bias incidents, the district will use non-disciplinary remedial action whenever appropriate.

The district prohibits retaliation against an individual<sup>{6}</sup> 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~~ has in good faith reported information that the individual believes is evidence of a violation of a state or ~~for exercising any rights guaranteed under state and~~ federal law, rule or regulation.

Nothing in this policy is intended to interfere with the lawful use of district facilities pursuant to a lease or license.

The district will use administrative regulation ACB-AR - Bias Incident Complaint Procedure to process reports or complaints of bias incidents.

END OF POLICY

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**Legal Reference(s):**

[ORS 659.850](#)

[ORS 659.852](#)

[OAR 581-002-0005](#)

[OAR 581-022-2312](#)

[OAR 581-022-2370](#)

[House Bill 2697 \(2021\)](#)

[House Bill 3041 \(2021\)](#)

*Tinker v. Des Moines Indep. Cmty. Sch. Dist.*, 393 U.S. 503 (1969).

*Dariano v. Morgan Hill Unified Sch. Dist.*, 767 F.3d 764 (9th Cir. 2014).

*State v. Robertson*, 293 Or. 402 (1982).

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<sup>3</sup> {Prior to adopting the symbols of hate prohibition, or adding other symbols to the list, we recommend that the district document why the district feels that the presence of these symbols will cause a “material and substantial interference with schoolwork or discipline” or collide “with the rights of other students to be secure and be let alone.” These reasons may include previous incidents, current conditions in the schools and other factors.}

<sup>4</sup> “School property” means any property under the control of the district.

<sup>5</sup> “Education program” includes any program, service, school or activity sponsored by the district.

<sup>6</sup> {ORS 659.852 prohibits retaliation only against students. Other statutes (and other complaint procedures) prohibit retaliation against staff and others for reporting or providing information regarding a complaint or investigation.}

## Philomath School District 17J

Code: ACB-AR  
Adopted: 11/16/20

### Bias Incident Complaint Procedure

The term “bias incident” and “symbols of hate” are defined in policy. Persons impacted by a bias incident or display of a symbol of hate shall be defined broadly to include persons directly targeted by individuals at whom an act, incident was directed as well as students in the larger school community of students as a whole who are likely to be impacted by the act.<sup>1</sup>

Commented [1]: Keep the word is

Step 1 {<sup>2</sup>}: When a staff member learns of a potential bias incident or display of a symbol of hate, the staff member will prioritize the safety and well-being of all persons impacted and immediately promptly without unreasonable delay report the incident to the school building or program administrator.

Step 2: The administrator or designee shall acknowledge receipt of the complaint, reduce the complaint to writing, and investigate any complaint of a bias incident. [Responding staff] The administrator or designee will recognize the experience of all persons impacted, acknowledge the impact, commit to taking immediate action, and commit to preventing prevent further harm against those persons impacted from taking place. Educational components and redirection Redirection procedures, if any, will include:

- Address Educational components that address the history and impact of bias and hate;
- Advance Procedural components to ensure the safety and healing, and agency of those impacted by bias and hate;
- Promote accountability Accountability and transformation for people who cause harm; and
- Promote transformation Transformation of the conditions that perpetuated the harm. {<sup>3</sup>};

The administrator or designee must consider whether the behavior implicates other district policies or civil rights laws, and if so, respond accordingly.<sup>4</sup>

The administrator or designee will make a determination decision determine responsibility determination within 10 (ten) business days of receiving the complaint.

<sup>1</sup> The term “complainant” in this administrative regulation includes persons filing formal complaints and persons reporting bias incidents, regardless of whether the complainant is a victim. Similarly, the term “complaint” includes any report, information or complaint.

<sup>2</sup> {These specific steps and procedures are not required. The procedures must include all of the requirements listed in House Bill 2697 § 1(3)(e) (2021) and OAR 581-022-2312(4)(e). If making changes, we recommend working closely with legal counsel.}

<sup>3</sup> {Additional guidance from ODE can be found [here](#).}

<sup>4</sup> The nature of the behavior or act must determine the process used to respond; what rights and protections are available to the person(s) impacted by the behavior or act; and an individual’s right to appeal to the Oregon Department of Education or the U.S. Department of Education.

All persons impacted by the act will be provided with information<sup>5</sup> relating to the investigation and the outcome of the investigation, including ~~At a minimum, the information provided must include:~~

- Notice that ~~That~~ an investigation has been initiated;
- Notice when an ~~When the~~ investigation has been completed;
- Findings ~~The findings~~ of the investigation and the final determination based on those findings; ~~and~~
- Actions taken ~~with the person or persons who committed the harassing behavior~~ to remedy a person's ~~the~~ behavior and prevent reoccurrence; ~~and when the actions relate directly to a person impacted by the event.~~

When applicable, the legal ~~If any of the above information cannot be shared, a~~ citation of any ~~to the~~ law prohibiting disclosure of any information described above, ~~release~~ and an explanation of how that law applies to the current situation, ~~will be provided.~~<sup>6</sup>

Step 3: If complainant or a respondent wishes to appeal the decision of the ~~administrator or designee~~, the complainant or respondent may submit a written appeal to the ~~superintendent~~ within ~~5 (five) school business~~ days after receipt of the ~~administrator or designee's~~ response to the complaint.

The ~~superintendent or designee~~ shall acknowledge receipt of the appeal and may meet with all parties involved. The ~~superintendent or designee~~ will review the merits of the complaint and the ~~administrator or designee's~~ decision. The ~~superintendent or designee~~ will respond in writing to the complainant within ~~10 school (ten) business~~ days.

The ~~superintendent or designee~~ will ensure that the requirements in Steps 1 and 2 (redirection procedures, notice, etc.) are continued to be met through Step 3, as appropriate.

Step 4: If the complainant or respondent is not satisfied with the decision of the ~~superintendent or designee~~, a written appeal may be filed with the Board within ~~5 (five) school business~~ days of receipt of the ~~superintendent or designee's~~ ~~superintendent's~~ response to Step 3. The Board may decide to hear or deny the request for appeal at a Board meeting. The Board may use an executive session if the subject matter qualifies under Oregon law. 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~~ ~~at a Board meeting~~. The Board's decision will be final and will address each allegation in the complaint and contain reasons for the Board's decision. A copy of the Board's final decision shall be sent to the complainant in writing within ~~10 (ten) business~~ days of this meeting.

The ~~Board~~ will ensure that the requirements in Steps 1 and 2 (redirection procedures, notice, etc.) are continued to be met through Step 4, as appropriate.

<sup>5</sup> For additional information regarding required notices, see OAR 581-022-2312(4)(e)(E).

<sup>6</sup> Refer to policies GBL—Personnel Records, JOA—Directory Information and JOB—Personally Identifiable Information and district legal counsel for guidance in these situations. Possible laws include, but are not limited to, Title 34 C.F.R., § 99.31 and ORS 342.850.

Complaints can be filed with or communicated directly to the administrator or designee, in which case Step 1 will be skipped. Complaints against the administrator can be directed to the superintendent or designee and will begin at Step 3. Complaints against the superintendent or a Board member(s) can be directed to the Board and will begin at Step 4. If complaints begin later than Step 1, the individuals reviewing the complaint will ensure that all requirements are met.

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 initial filing of the complaint, may appeal<sup>7</sup> the district's final decision to the Deputy Superintendent of Public Instruction under Oregon Administrative Rules (OAR) 581-002-0001 – 581-002-0023.

Complaints may also be filed directly with the U.S. Department of Education Office for Civil Rights.<sup>8</sup>

~~Building administrators~~ District administration will develop and implement instructional materials to ensure that all school employees, and staff and students are made aware of the policy, this administrative regulation procedure and related practices. The materials will include reporting procedures, educational processes, and possible consequences.

When necessary, timelines may be adjusted by the district by communicating to all parties in writing. This communication must include a new timeline and an explanation of why the timeline must be adjusted.

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<sup>7</sup> An appeal must meet the criteria found in OAR 581-002-0005(1)(a).

<sup>8</sup> Complaints must meet criteria as established by law. For more information, visit <http://www.ed.gov/about/offices/list/ocr/complaintintro.html>

# Philomath School District 17J

Code: IB  
Adopted: 11/18/19

## 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, sexual orientation or gender identity. ~~sex or sexual orientation~~. 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 their decision within three school days of the meeting.

If the complainant is not satisfied with the decision of the superintendent, ~~they~~ the complainant may appeal to the Board under established district procedures.

END OF POLICY

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**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 (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).

**Cross Reference(s):**

IGDA - Student Organizations

IGDB - Student Publications

INB - Studying Controversial Issues

JFI - Student Demonstrations and Petitions

# Philomath School District 17J

Code: IGBI  
Adopted: 11/18/19  
Orig. Code: IGBI

## ~~Bilingual Education\*\*~~ — Leave the title as English Language Learners ~~English Language Learners~~

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

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### Legal Reference(s):

[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 (2018).

Every Student Succeeds Act of 2015, 20 U.S.C. §§ 6801-7014 (2018).

~~English Language Learners — IGBI~~

~~Bilingual Education\*\*~~  
~~English Language Learners — IGBI~~

1-1

# Philomath School District 17J

Code: IJ  
Adopted: Unknown  
Revised/Readopted: 10/21/19; 2/16/21  
Orig. Code: IJ

## School Counseling Program

The district's coordinated comprehensive school counseling program supports the academic, career, social-emotional, and community involvement development of all students. Each school will have a comprehensive counseling program for students in grades K-12, which will be based on the Oregon Department of Education's *Oregon's Framework for Comprehensive School Counseling Programs*.<sup>1</sup>

The district will adopt program goals, which will assist students to:

1. Understand and utilize the educational opportunities and alternatives available to them;
2. Meet academic standards;
3. Establish tentative career and educational goals;
4. Create and maintain an education plan and education portfolio;
5. Demonstrate the ability to utilize personal qualities, education and training, in the world of work;
6. Develop decision-making skills;
7. Obtain information about self;
8. Accept increasing responsibility for their own actions, including the development of self-advocacy skills;
9. Develop skills in interpersonal relations, including the use of effective and receptive communication;
10. Utilize school and community resources;
11. Demonstrate and discuss personal contributions to the larger community; and
12. Know where and how to utilize personal skills in making contributions to the community.

Materials used in the counseling program will be free of content that may discriminate on the basis of race, color, national origin, religion, sex, sexual orientation, **gender identity**, age, disability, or marital status, or that which permits or requires different treatment of students on such basis unless such differences cover the same occupation and interest areas and the use of such different material is shown to be essential to the elimination of discrimination.

Consistent with individual rights and the counselor's obligations as a professional, the counseling relationship and resulting information may be protected as privileged communications by Oregon law.<sup>2</sup>

END OF POLICY

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### Legal Reference(s):

[ORS 40.245](#)  
[\[ORS 174.100\]](#)  
[ORS 326.565](#)  
[ORS 326.575](#)  
[ORS 329.603](#)

[ORS 332.107](#)  
[ORS 336.187](#)  
  
[OAR 581-021-0013](#)  
[OAR 581-021-0046](#)

[OAR 581-022-2030](#)  
[OAR 581-022-2055](#)  
[OAR 581-022-2060](#)  
[OAR 581-022-2250](#)

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<sup>1</sup> Oregon Department of Education - [Comprehensive School Counseling](#)

<sup>2</sup> See ORS 40.245.

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2019).  
Protection of Pupil Rights, 20 U.S.C. § 1232h (2018); Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. Part 98 (2019).  
[House Bill 3041 (2021).]

# Philomath School District 17J

Code: JBB  
Adopted: 6/15/20

## Educational Equity

The district is committed to the success of every student in each of our schools. For that success to occur, the district is committed to equity by recognizing institutional barriers and creating access and opportunities that benefit each student. “Achieving educational equity” means students’ identities will not predict or predetermine their success in school.

Educational equity is based on the principles of fairness and justice in allocating resources, opportunity, treatment and creating success for each student.

Educational equity promotes the real possibility of equality of educational results for each student and between diverse groups of students. Equity strategies are intentional, systemic and focused on the core of the teaching and learning process.

To achieve educational equity the district will commit to:

1. Systematically using disaggregated districtwide and individual school level data, ~~disaggregated by race/ethnicity, national origin, language, special education, sex, non-binary, socioeconomic status and mobility~~<sup>1</sup> to inform district decision making.
2. Raising the achievement of all students while narrowing the gap between the lowest and the highest performing students.
3. Eliminating the predictability and disparity in all aspects of education and its administration, including but not limited to, the disproportionate representation of students by race, poverty, sex, sexual orientation, gender identity,<sup>3</sup> and national origin in discipline, special education and in various advanced learning.
4. Graduating all students ready to succeed in a diverse local, national and global community.

In order to achieve educational equity for each and every student:

1. The district shall provide every student with equitable access to high quality curriculum, support, facilities and other educational resources, even when this means differentiating resource allocation.

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<sup>1</sup> ~~These are data categories that the Oregon Department of Education collects. Districts may choose to add to this list from data the district collects.~~

<sup>2</sup> ~~These are data categories that the Oregon Department of Education collects. ESDs may choose to add to this list from data the ESD collects.~~

<sup>3</sup> ~~“Sexual orientation” is defined by Oregon Revised Statute (ORS) 174.100(7) to mean an individual’s actual or perceived heterosexuality, homosexuality, bisexuality or gender identify, regardless of whether the individual’s gender identity, appearance, expression or behavior differs from that traditionally associated with the individual’s sex at birth.~~

2. The district shall review existing policies, programs, professional development and procedures for the promotion of educational equity, and all applicable new policies, programs and procedures will be developed with educational equity as a priority.
3. The district shall actively work toward a balanced teacher and administrator workforce to reflect the diversity of the student body. The district seeks to recruit, employ, support and retain a workforce that includes racial, gender~~sex~~ and linguistic diversity, as well as culturally and linguistically responsive administrative, instructional and support personnel.
4. The district shall provide professional development to strengthen employees' knowledge and skills for eliminating opportunity gaps and other disparities in achievement.
5. The district shall create schools with a welcoming, inclusive culture and environment that reflects and supports diversity of the student population, their families and their community.
6. The district shall include partners who have demonstrated culturally specific expertise, including but not limited to, families, government agencies, institutions of higher learning, early childhood education organizations, community-based organizations, local businesses and the community in general, in meeting our high goals for educational outcomes. The district shall seek to involve students, staff, families and community members that reflect district demographics to inform decisions regarding the narrowing of the achievement and other opportunity gaps.
7. The district shall provide multiple pathways to success in order to meet the needs of the diverse student body and shall actively encourage, support and expect high academic achievement for each student.
8. The district shall provide materials and assessments that ~~reflect the diversity of students and staff~~ and are geared toward the understanding and appreciation of ~~[c]ulture, class, language, ethnicity, poverty, ability and other differences that contribute to]~~ the uniqueness and diversity of all individuals. ~~of each student and staff member.~~

The superintendent shall include equity practices in the district's strategic plan strategies to implement this policy. The superintendent will annually report to the Board the progress of the implementation of this strategic plan.

END OF POLICY

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**Legal Reference(s):**

[ORS 174.100](#)  
[ORS 332.075](#)

[ORS 332.107](#)  
[ORS 342.437 - 342.449](#)

House Bill 3041 (2021).

# Philomath School District 17J

Code: JFC  
Adopted: 8/18/14  
Revised/Readopted: 12/16/19  
Orig. Code: JFC

## Student Conduct\*\*

The Board expects student conduct to contribute to a productive learning climate. Students shall comply with the district's policies, administrative regulations, school and classroom written rules, pursue the prescribed course of study, submit to the lawful authority of teachers and school officials and conduct themselves in an orderly manner during the school day and during district-sponsored activities.

Careful attention shall be given to procedures and methods whereby fairness and consistency without bias in discipline shall be assured each student. The objectives of disciplining any student must be to help the student develop a positive attitude toward self-discipline, realize the responsibility of one's actions and maintain a productive learning environment. All staff members have responsibility for consistency in establishing and maintaining an appropriate behavioral atmosphere.

Students are subject to discipline for conduct while traveling to and from school, at the bus stop, at school-sponsored events, while at other schools in the district and while off campus whenever such conduct causes a substantial and material disruption of the educational environment or the invasion of the rights of others.

~~Students shall be subject to discipline, suspension or expulsion for misconduct as per Oregon Revised Statute (ORS) 339.250 including, but not limited to~~ The following forms or displays of student misconduct, including but not limited to, shall be subject to discipline, suspension or expulsion as per Oregon Revised Statute (ORS) 339.250:

1. Assault;
2. Hazing, harassment, intimidation, bullying, menacing, cyberbullying or teen dating violence as prohibited by Board policy JFCF - Hazing, Harassment, Intimidation, Menacing, Bullying, Cyberbullying, Teen Dating Violence, or Domestic Violence - Student\*\* and accompanying administrative regulation;
3. Coercion;
4. Threats of violence or harm as prohibited by Board policy JFCM - Threats of Violence;
5. Disorderly conduct;
6. Bringing, possessing, concealing or using a weapon as prohibited by Board policy JFCJ - Weapons in the Schools;
7. Vandalism, malicious mischief or theft as prohibited by Board policy ECAB - Vandalism, Malicious Mischief or Theft and Board policy JFCB - Care of District Property by Students, or willful damage or destruction of private property or district property on district premises or at district-sponsored activities;

Student Conduct\*\* – JFC

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8. Sexual harassment as prohibited by Board policy JBA/GBN - Sexual Harassment and accompanying administrative regulation;
9. Possession, distribution or use of tobacco products, inhalant delivery systems, alcohol drugs or other controlled substances as prohibited by Board policy JFCG/JFCH/JFCI - Use of Tobacco Products, Alcohol, Drugs or Inhalant Delivery System,;
10. Use or display of profane or obscene language;
11. Disruption of the school environment;
12. Open defiance of a teacher's authority, including persistent failure to comply with the lawful directions of teachers or school officials;
13. Violation of law, Board policy, administrative regulation, school or classroom rules.

The district recognizes that the Unsafe School Choice Option of the Every Student succeeds Act (ESSA), a school can be deemed unsafe as a whole entity or for an individual student based on expulsions for weapons violations, violent behavior or expulsions for students arrested for the following criminal offenses occurring on district grounds, on district-sponsored transportation and/or at district-sponsored activities:

1. Assault;
2. Manufacture or delivery of a controlled substance;
3. Sexual crimes using force, threatened use of force or against incapacitated persons;
4. Arson;
5. Robbery;
6. Hate/Bias crimes;
7. Coercion; or
8. Kidnapping.

The district will record and report these infractions to the Oregon Department of Education, as required.

The district will provide the opportunity for all students in any district school identified as persistently dangerous or for any victim of a violent criminal offense occurring in or on the grounds of the school the student attends, to the extent feasible, the opportunity to transfer to a safe school within the district.

Students are prohibited from making knowingly false statements or knowingly submitting false information in bad faith as part of a complaint or report, or associated with an investigation into misconduct.<sup>1</sup>

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<sup>1</sup> The district is prohibited from retaliating against any student "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." ORS 659.852.

Parents, students and employees shall be notified by handbook, code of conduct or other document of acceptable behavior, behavior subject to discipline and the procedures to address behavior and the consequences of that behavior. These procedures will include a system of consequences designed to correct student misconduct and promote acceptable behavior.

END OF POLICY

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**Legal Reference(s):**

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

[ORS 659.850](#)

[OAR 581-021-0050 - 0075](#)

Nondiscrimination on the Bases of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).  
Tinker v. Des Moines Sch. Dist., 393 U.S. 503 (1969).  
Hazelwood Sch. District v. Kuhlmeier, 484 U.S. 260 (1988).  
Bethel Sch. Dist. v. Fraser, 478 U.S. 675 (1986).  
Shorb v. Grotting and Powers Sch. Dist., Case No. 00CV-0255 (Coos County Circuit Ct.) (2000).  
Ferguson v. Phoenix Talent Sch. Dist. #4, 172 Or. App. 389 (2001).  
Morse v. Frederick, 551 U.S. 393, 127 S. Ct. 2618 (2007).  
C.R. v. Eugene S.D. 4J, No. 12-1042, U.S. District Court of OR (2013).

**Cross Reference(s):**

IGAEC - Anabolic Steroids and Performance-Enhancing Substances  
JF/JFA - Student Rights and Responsibilities  
JG - Student Discipline

# Philomath School District 17J

Code: JFCF  
Adopted: 2/17/15  
Revised/Readopted: 12/16/19  
Orig. Code: JFCF

## **Hazing, Harassment, Intimidation, Menacing, Bullying, Cyberbullying, Teen Dating Violence, or Domestic Violence - Student\*\***

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 laws.

Hazing, harassment, 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 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 responsible for ensuring that this policy is implemented.

### **Definitions**

“District” includes district facilities, district premises and non-district 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, Harassment, Intimidation, Menacing, Bullying, Cyberbullying, Teen  
Dating Violence, or Domestic Violence - Student\*\* – JFCF

“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, or other such acts); requires, encourages, authorizes or permits another to be subject to wearing or carrying any obscene or physically burdensome article; 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<sup>+</sup>, 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.

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<sup>+</sup> ~~“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.~~

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

“Menacing” includes, but is not limited to, any act intended to place a district employee, student or third party in fear of imminent serious physical injury.

## **Reporting**

The building administrator 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 building principal 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 building principal. Failure of an employee to report any act of hazing, harassment, intimidation or bullying, menacing, cyberbullying, or teen dating violence to the building principal 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 feel they have been a victim of teen dating violence in violation of this policy is encouraged to immediately report concerns to the building principal 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 building principal. 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 making 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 making 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

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 into new or existing training programs for students in grade 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 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, as well as, 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

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## **Legal Reference(s):**

[ORS 163.190](#)

[ORS 163.197](#)

[ORS 107.705](#)

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

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[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)~~.

**Cross Reference(s):**

GBN/JBA - Sexual Harassment  
JBA/GBN - Sexual Harassment  
JFCM - Threats of Violence

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

## CONSENT AGENDA

**December 16, 2021**

**Updated: 12/10/21 3:06 PM**

**A. List of Bills:**

1. November 2021

**B. Minutes:**

1. Regular Session – November 18, 2021
2. PSD/KVCS Work Session – November 18, 2021

**C. Resolution:**

1. None at this time

**D. Leave of Absence:**

1. PHS Resource Teacher  
Shelly Brown – Effective through 1/18/22
2. PHS Spanish Teacher  
Elizabeth Lee – Continuing leave to 2/7/22

**E. Out of State Travel:**

1. None at this time

**F. Personnel/Staffing Adjustments:**

**1. Resignations:**

- i. Finance Director  
Bill Mancuso – Effective 12/31/21
- ii. PHS Custodian  
Jeff Williams – Effective 01/14/2022

**2. New Hires:**

- i. PHS Instructional Asst  
Mary Callender – Effective 12/6/21
- ii. PES Instructional Assistant  
Elizabeth King – Effective 11/23/21
- iii. Technology Specialist I  
Quinn Aschoff – Effective 12/14/21
- iv. PMS/BES/CPS Music Teacher  
Diane Crocker – Part time

**3. Staff Reassignments/Changes in FTE:**

- i. CPS Instructional Asst  
Greta Pyle – Moved from PES
- ii. PES Instructional Asst  
Laurie Eck – Moved from CPS
- iii. PHS Math Teacher  
Corinne DeAngelis – Adding one class 2<sup>nd</sup> trimester
- iv. PHS Science Teacher  
Alice Eldridge to cover Cahill's absence
- v. PHS Science Teacher  
Robert Zarfas to cover Eldridge one class
- vi. PHS Science Teacher  
India Sloat to cover Eldridge one class
- vii. Technology Specialist II  
Steven Voong – Moved from Technology I

**G. Extra Duty Assignments:**

1. None at this time



## Benton County School District 17J

### Reprint Check Listing

Fiscal Year: 2021-2022

Criteria:

Bank Account:

From Date: 11/01/2021

To Date: 11/30/2021

From Check:

To Check:

From Voucher:

To Voucher:

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
167	11/19/2021	SCHOLASTIC INC.	\$224.65	1174	Printed	Expense	<input type="checkbox"/>		
211	11/08/2021	LES & BOB'S SPORTS & APPAREL, INC.	\$860.00	1162	Printed	Expense	<input checked="" type="checkbox"/>	11/30/2021	
1133	11/01/2021	CASH	\$660.00	1154	Printed	Expense	<input checked="" type="checkbox"/>	11/30/2021	
1134	11/01/2021	FIRTH, ALEX	\$720.00	1154	Printed	Expense	<input checked="" type="checkbox"/>	11/30/2021	
1135	11/03/2021	LES & BOB'S SPORTS & APPAREL, INC.	\$60.00	1158	Printed	Expense	<input checked="" type="checkbox"/>	11/30/2021	
1136	11/03/2021	SHONNARDS	\$57.04	1159	Printed	Expense	<input checked="" type="checkbox"/>	11/30/2021	
1137	11/04/2021	WESTERN OREGON UNIVERSITY	\$100.00	1160	Printed	Expense	<input checked="" type="checkbox"/>	11/30/2021	
1138	11/05/2021	MPTV	\$23.98	1161	Printed	Expense	<input checked="" type="checkbox"/>	11/30/2021	
1139	11/15/2021	KETCHIKAN HIGH SCHOOL	\$4,000.00	1169	Printed	Expense	<input checked="" type="checkbox"/>	11/30/2021	
1140	11/15/2021	OSAA	\$3,068.00	1169	Printed	Expense	<input checked="" type="checkbox"/>	11/30/2021	
1141	11/18/2021	EVANS, SAFF	\$196.29	1172	Printed	Expense	<input checked="" type="checkbox"/>	11/30/2021	
1142	11/19/2021	HERFF JONES INC	\$2,954.39	1173	Printed	Expense	<input checked="" type="checkbox"/>	11/30/2021	
1143	11/19/2021	SWEET HOME HIGH SCHOOL	\$100.00	1173	Printed	Expense	<input type="checkbox"/>		
1144	11/23/2021	BROOKS, DAVE	\$864.00	1180	Printed	Expense	<input type="checkbox"/>		
1145	11/23/2021	CASH	\$130.00	1180	Printed	Expense	<input checked="" type="checkbox"/>	11/30/2021	
1146	11/23/2021	MID-VALLEY BASKETBALL OFFICIALS ASSOC.	\$6,473.00	1180	Printed	Expense	<input type="checkbox"/>		
1147	11/23/2021	MID-VALLEY VOLLEYBALL OFFICIALS ASSOC.	\$712.19	1180	Printed	Expense	<input type="checkbox"/>		
1148	11/23/2021	RIVERDALE HIGH SCHOOL	\$75.00	1180	Printed	Expense	<input type="checkbox"/>		
1149	11/29/2021	EVANS, SAFF	\$300.00	1186	Printed	Expense	<input type="checkbox"/>		
1150	11/29/2021	TARA MAHONEY	\$948.00	1188	Printed	Expense	<input type="checkbox"/>		
1151	11/29/2021	DDCA	\$25.00	1189	Printed	Expense	<input type="checkbox"/>		
1152	11/30/2021	DDCA	\$125.00	1192	Printed	Expense	<input type="checkbox"/>		

## Benton County School District 17J

### Reprint Check Listing

Fiscal Year: 2021-2022

Criteria:

Bank Account:

From Date: 11/01/2021

To Date: 11/30/2021

From Check:

To Check:

From Voucher:

To Voucher:

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
1153	11/30/2021	SHONNARDS	\$1,440.00	1192	Printed	Expense	<input type="checkbox"/>		
1154	11/30/2021	BANKS HIGH SCHOOL	\$150.00	1193	Printed	Expense	<input type="checkbox"/>		
1155	11/30/2021	BEST POTS	\$342.00	1193	Printed	Expense	<input type="checkbox"/>		
1156	11/30/2021	CASCADE HIGH SCHOOL	\$300.00	1195	Printed	Expense	<input type="checkbox"/>		
20763	11/15/2021	ACCUITY, LLC	\$10,000.00	1168	Printed	Expense	<input type="checkbox"/>		
20764	11/15/2021	BEST POTS	\$858.84	1168	Printed	Expense	<input checked="" type="checkbox"/>	11/30/2021	
20765	11/15/2021	CENTURYLINK	\$71.48	1168	Printed	Expense	<input checked="" type="checkbox"/>	11/30/2021	
20766	11/15/2021	CINTAS CORP	\$8,109.89	1168	Printed	Expense	<input checked="" type="checkbox"/>	11/30/2021	
20767	11/15/2021	CONSUMERS POWER INC	\$827.88	1168	Printed	Expense	<input checked="" type="checkbox"/>	11/30/2021	
20768	11/15/2021	CORVALLIS SCHOOL DISTRICT 509J	\$34,085.57	1168	Printed	Expense	<input checked="" type="checkbox"/>	11/30/2021	
20769	11/15/2021	CTX	\$2,347.68	1168	Printed	Expense	<input checked="" type="checkbox"/>	11/30/2021	
20770	11/15/2021	ET BURNER & BOILER SERVICE, INC.	\$10,132.50	1168	Printed	Expense	<input checked="" type="checkbox"/>	11/30/2021	
20771	11/15/2021	GARRETT HEMANN ROBERTSON	\$2,811.28	1168	Printed	Expense	<input checked="" type="checkbox"/>	11/30/2021	
20772	11/15/2021	GOPHER PATROL	\$190.00	1168	Printed	Expense	<input type="checkbox"/>		
20773	11/15/2021	HINDMAN, LYNNE	\$265.50	1168	Printed	Expense	<input checked="" type="checkbox"/>	11/30/2021	
20774	11/15/2021	HOME DEPOT, THE	\$374.85	1168	Printed	Expense	<input checked="" type="checkbox"/>	11/30/2021	
20775	11/15/2021	INDUSTRIAL WELDING SUPPLY INC	\$11.40	1168	Printed	Expense	<input checked="" type="checkbox"/>	11/30/2021	
20776	11/15/2021	INGRAM LIBRARY SERVICES	\$484.67	1168	Printed	Expense	<input checked="" type="checkbox"/>	11/30/2021	
20777	11/15/2021	INTRADO INTERACTIVE SERVICES CORP.	\$1,312.50	1168	Printed	Expense	<input checked="" type="checkbox"/>	11/30/2021	
20778	11/15/2021	J.W. PEPPER & SONS, INC.	\$60.00	1168	Printed	Expense	<input checked="" type="checkbox"/>	11/30/2021	
20779	11/15/2021	LAJOIE, JANEL	\$248.00	1168	Printed	Expense	<input checked="" type="checkbox"/>	11/30/2021	
20780	11/15/2021	MPTV	\$2,118.79	1168	Printed	Expense	<input checked="" type="checkbox"/>	11/30/2021	

## Benton County School District 17J

### Reprint Check Listing

Fiscal Year: 2021-2022

Criteria:

Bank Account:

From Date: 11/01/2021

To Date: 11/30/2021

From Check:

To Check:

From Voucher:

To Voucher:

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
20781	11/15/2021	NELSON, CHRISTINA	\$270.50	1168	Printed	Expense	<input type="checkbox"/>		
20782	11/15/2021	NIMCO, INC.	\$595.80	1168	Printed	Expense	<input type="checkbox"/>		
20783	11/15/2021	OSU MOTOR POOL	\$766.50	1168	Printed	Expense	<input checked="" type="checkbox"/>	11/30/2021	
20784	11/15/2021	PRINCE-KELLY, NOVA	\$270.50	1168	Printed	Expense	<input checked="" type="checkbox"/>	11/30/2021	
20785	11/15/2021	REALITYWORKS, INC.	\$5,500.00	1168	Printed	Expense	<input checked="" type="checkbox"/>	11/30/2021	
20786	11/15/2021	ROBERT LLOYD SHEET METAL, INC.	\$1,187.23	1168	Printed	Expense	<input checked="" type="checkbox"/>	11/30/2021	
20787	11/15/2021	SCHOLASTIC MAGAZINES	\$809.04	1168	Printed	Expense	<input checked="" type="checkbox"/>	11/30/2021	
20788	11/15/2021	STAPLES BUSINESS ADVANTAGE	\$1,527.10	1168	Printed	Expense	<input checked="" type="checkbox"/>	11/30/2021	
20789	11/15/2021	STATE OF OREGON EMPLOYMENT TAX UNIT 2	\$130.43	1168	Printed	Expense	<input checked="" type="checkbox"/>	11/30/2021	
20790	11/15/2021	STRENGTHENING RURAL FAMILIES	\$6,500.00	1168	Printed	Expense	<input checked="" type="checkbox"/>	11/30/2021	
20791	11/15/2021	THE HELLO FOUNDATION LLC	\$8,378.75	1168	Printed	Expense	<input checked="" type="checkbox"/>	11/30/2021	
20792	11/15/2021	WALTER E. NELSON OF EUGENE	\$8,619.63	1168	Printed	Expense	<input checked="" type="checkbox"/>	11/30/2021	
20793	11/30/2021	AFLAC	\$45.50	1181	Printed	Payroll Ded	<input type="checkbox"/>		
20794	11/30/2021	AMERICAN FIDELITY - INS	\$4,467.36	1181	Printed	Payroll Ded	<input type="checkbox"/>		
20795	11/30/2021	AMERICAN FIDELITY ASSURANCE CO - 403b	\$4,122.73	1181	Printed	Payroll Ded	<input type="checkbox"/>		
20796	11/30/2021	AMERIPRISE FINANCIAL SERVICES, INC.	\$290.00	1181	Printed	Payroll Ded	<input type="checkbox"/>		
20797	11/30/2021	CREDITORS COLLECTION SERV	\$151.75	1181	Printed	Payroll Ded	<input type="checkbox"/>		
20798	11/30/2021	DOJ - Child Support	\$261.00	1181	Printed	Payroll Ded	<input type="checkbox"/>		
20799	11/30/2021	GORDON, AYLWORTH & TAMI, P.C.	\$615.96	1181	Printed	Payroll Ded	<input type="checkbox"/>		
20800	11/30/2021	INVESCO INVESTMENT SERVICES, INC.	\$6,338.54	1181	Printed	Payroll Ded	<input type="checkbox"/>		
20801	11/30/2021	NEWPORT TRUST COMPANY	\$3,968.85	1181	Printed	Payroll Ded	<input type="checkbox"/>		

## Benton County School District 17J

### Reprint Check Listing

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From Voucher:

To Voucher:

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20802	11/30/2021	OSEA	\$2,195.47	1181	Printed	Payroll Ded	<input type="checkbox"/>		
20803	11/30/2021	PenServ Plan Services, Inc/ Foresters	\$1,080.00	1181	Printed	Payroll Ded	<input type="checkbox"/>		
20804	11/30/2021	PHILOMATH EDUCATION ASSOC	\$686.00	1181	Printed	Payroll Ded	<input type="checkbox"/>		
20805	11/30/2021	PRUDENTIAL ANNUITIES	\$1,064.30	1181	Printed	Payroll Ded	<input type="checkbox"/>		
20806	11/30/2021	TEXAS LIFE	\$730.89	1181	Printed	Payroll Ded	<input type="checkbox"/>		
20807	11/30/2021	VOYA RETIREMENT INSURANCE AND ANNUITY CO	\$1,959.73	1181	Printed	Payroll Ded	<input type="checkbox"/>		
20808	11/30/2021	AT&T MOBILITY	\$224.50	1191	Printed	Expense	<input type="checkbox"/>		
20809	11/30/2021	AT&T ONENET SERVICE	\$31.81	1191	Printed	Expense	<input type="checkbox"/>		
20810	11/30/2021	BEST POTS	\$540.60	1191	Printed	Expense	<input type="checkbox"/>		
20811	11/30/2021	CRIMINAL INFORMATION SERVICES, INC.	\$108.00	1191	Printed	Expense	<input type="checkbox"/>		
20812	11/30/2021	DEPARTMENT OF ADMINSTRATIVE SERVICES	\$312.16	1191	Printed	Expense	<input type="checkbox"/>		
20813	11/30/2021	DEPT OF CONSUMER & BUSINESS SERVICES	\$806.40	1191	Printed	Expense	<input type="checkbox"/>		
20814	11/30/2021	DHS/OHA RECEIPTING UNIT	\$5,736.79	1191	Printed	Expense	<input type="checkbox"/>		
20815	11/30/2021	GARRETT HEMANN ROBERTSON	\$141.00	1191	Printed	Expense	<input type="checkbox"/>		
20816	11/30/2021	GRUVER, SHELLY	\$36.01	1191	Printed	Expense	<input type="checkbox"/>		
20817	11/30/2021	HALL, ERICA	\$501.91	1191	Printed	Expense	<input type="checkbox"/>		
20818	11/30/2021	LIDEN TECHNOLOGIES, LLC	\$750.00	1191	Printed	Expense	<input type="checkbox"/>		
20819	11/30/2021	LINN-BENTON COMMUNITY COLLEGE	\$12,658.13	1191	Printed	Expense	<input type="checkbox"/>		
20820	11/30/2021	MID COLUMBIA BUS COMPANY, INC.	\$62,909.89	1191	Printed	Expense	<input type="checkbox"/>		
20821	11/30/2021	NORTHSIDE ELECTRIC	\$5,146.11	1191	Printed	Expense	<input type="checkbox"/>		
20822	11/30/2021	NORTHWEST NATURAL GAS CO.	\$8,062.33	1191	Printed	Expense	<input type="checkbox"/>		

# Benton County School District 17J

## Reprint Check Listing

Fiscal Year: 2021-2022

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To Voucher:

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
20823	11/30/2021	OETC	\$2,097.48	1191	Printed	Expense	<input type="checkbox"/>		
20824	11/30/2021	OFFICE DEPOT	\$522.37	1191	Printed	Expense	<input type="checkbox"/>		
20825	11/30/2021	PACIFIC POWER	\$18,940.74	1191	Printed	Expense	<input type="checkbox"/>		
20826	11/30/2021	PHILOMATH AREA CHAMBER OF COMMERCE	\$250.00	1191	Printed	Expense	<input type="checkbox"/>		
20827	11/30/2021	RAM STEEL INC	\$748.87	1191	Printed	Expense	<input type="checkbox"/>		
20828	11/30/2021	ROBERT LLOYD SHEET METAL, INC.	\$1,272.21	1191	Printed	Expense	<input type="checkbox"/>		
20829	11/30/2021	SCHAEFERS RECREATION	\$202.20	1191	Printed	Expense	<input type="checkbox"/>		
20830	11/30/2021	TWGW, INC.	\$74.16	1191	Printed	Expense	<input type="checkbox"/>		
20831	11/30/2021	US BANK EQUIPMENT FINANCE	\$1,797.53	1191	Printed	Expense	<input type="checkbox"/>		
20832	11/30/2021	WALTER E. NELSON OF EUGENE	\$149.22	1191	Printed	Expense	<input type="checkbox"/>		
20833	11/30/2021	WILLAMETTE PEST AND SPRAY SERVICE	\$114.00	1191	Printed	Expense	<input type="checkbox"/>		
45890	11/30/2021	BUSHNELL, DIANA B	\$969.78	10	Printed	Payroll	<input type="checkbox"/>		
45891	11/30/2021	VAN VLACK, ERNEST E	\$859.86	10	Printed	Payroll	<input type="checkbox"/>		
45892	11/30/2021	DICEY, KAYLEE A	\$135.13	10	Printed	Payroll	<input type="checkbox"/>		
45893	11/30/2021	MIKULA, CASIMIR J	\$129.26	10	Printed	Payroll	<input type="checkbox"/>		
45894	11/30/2021	LANDERS, MICHELLE A	\$120.04	10	Printed	Payroll	<input type="checkbox"/>		
45895	11/30/2021	LAW, RANDALL K	\$754.68	10	Printed	Payroll	<input type="checkbox"/>		
45896	11/30/2021	SCHWINABART, DARLA J	\$1,864.46	10	Printed	Payroll	<input type="checkbox"/>		
45897	11/30/2021	GRUVER, SHELLY A	\$4,419.81	10	Printed	Payroll	<input type="checkbox"/>		
45898	11/30/2021	SKAAR, LINDA M	\$3,647.98	10	Printed	Payroll	<input type="checkbox"/>		

Total Amount: \$298,788.35

End of Report

# KVCS BOARD/PSD JOINT BOARD MEETING

## Meeting Minutes

PHILOMATH SCHOOL DISTRICT 17J

District Office

1620 Applegate Street, Philomath

11/18/2021 5:30 P.M.

The Kings Valley Charter School Board and the Philomath School District Board held a joint board meeting on November 18, 2021. The meeting was called to order at 5:40 p.m. Those in attendance: PSD Board of Directors, Erin Gudge, Karen Skinkis, Joe Dealy, Rick Wells and Anton Grube; KVCS Board Members: Sally Lammers, Diana Barnhart, and Beth Hoinacki; KVCS Executive Director, Jamon Ellingson; PSD Superintendent, Susan Halliday; PSD Finance Director, Bill Mancuso; and PSD Executive Assistant, Lillian Edmonds.

The KVCS board shared their plan of transition in light of Director Jamon Ellingson's resignation. As an interim solution, the school will be directed by an administrative team, consisting of Diana Barnhart, Kari-Anne Gonzalez, Scott Castle and Mark Hazelton. The board has advertised the Executive Director Position and are currently accepting applications for a permanent director. There are several applications that have been received already. The minimum qualifications are a Bachelor's degree and an administrator license is preferred.

The KVCS board reported that as a result of distance learning and not being in person has resulted in issues with socialization and behavior. Students are relearning how to interact with each other. Academically: the new math program has been successful. SSA funds have been used to fill in some gaps with staff.

Superintendent Halliday noted that Special Education numbers continue to be large at KVCS and the caseload for Terrence Sims has been difficult to handle. To help alleviate this issue, Donna Starr, PES Behavior Specialist, will go to KVCS to assist Terrance for a few hours each week.

The Charter Agreement has been cleaned up and made available to both boards. If there is a need to negotiate, a timeline would be set up. Enrollment increases will be included in the agreement. The MOU with the list of services could be included in an appendix.

KVCS provided notice to the PSD district of the intent to renew their Charter Agreement. The PSD Board will hold a public hearing regarding the Renewal Request on December 16, 2021. Within 30 days of the hearing, the District shall approve the renewal of the charter or state in writing the reasons for denying the request. There will be a work session, on January 4, 2022 at 6:00 p.m., with select members from each board. Director Wells and Director Dealy will represent the PSD Board. The PSD Board will meet on January 20, 2022 to approve the Charter Agreement.

The meeting was adjourned at 6:30 p.m.

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Board Chair

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Date

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Superintendent

# REGULAR SESSION

## Meeting Minutes

PHILOMATH SCHOOL DISTRICT 17J

District Office

1620 Applegate Street, Philomath

11/18/2021 07:00 PM

### B. REGULAR SESSION ~ 7:00 p.m.

1. **Call to Order:** The Regular Session of the Philomath School District Board of Directors was called to order by Board Chair, Rick Wells, on November 18, 2021 at 7:05 p.m. at the Philomath School District Boardroom (1620 Applegate Street, Philomath OR). Those in attendance included Board members, Rick Wells, Karen Skinkis, Erin Gudge, Anton Grube and Joe Dealy; Superintendent, Susan Halliday; Director of Finance, Bill Mancuso; Philomath News reporter, Brad Fuqua; and Board Executive Assistant, Lillian Edmonds. Director Wells led the Pledge of Allegiance.
2. **FAQs and Public Comments/Requests**
  - i. Mandy Ryan, a parent of a CPS and PES student, shared that it is unfair for unvaccinated volunteers to be kept from volunteering even if they have a negative weekly COVID test. Being banned from the school is unacceptable and discriminatory. She also made note that she would like to see the pledge of allegiance in all classrooms.
  - ii. Charlene Opheim: Kindergarten teacher and vice president of PEA, read a letter from Christa Schmeder, president of the Corvallis Education Association. She states that empathy, compassion and respect are shared by staff and administration in the Corvallis District and the district took quick action to give relief and presented long term planning solutions to give staff hope. She noted that competitive compensation for the Philomath Teachers would go a long way in keeping good teachers. Otherwise, they may choose to take positions in the Corvallis district.
  - iii. Tonya Everest: Superintendent of the Linn Benton Lincoln Education Service District, shared the local service plan for districts in their area of service. She noted in a couple of months a resolution from LBL ESD will be presented to the Board for the services provided to the Philomath district.

### C. REPORTS & CORRESPONDENCE~

1. **Student Government Report**
  - i. Dylan Bell, ASB president, reported that the high school is approaching the end of their first trimester. All fall sports qualified for state. ASB hosted a pancake breakfast and he gave a shout out to Karen Skinkis for helping with that event. The Big Blue assembly was held to celebrate the Boys Soccer state championship. They held a blood drive for the first time since the pandemic started. Winter sports will start soon. The Drama students will be performing their fall musical Dec 2-4. Deck the Halls will be sponsored by ASB to decorate for the holidays. Director Grube pointed out that many of the fall sports teams were also ranked highly for academics.
2. **Association Reports**

- i. PEA: Len Cerny, PEA president, shared that teachers are experiencing great stress and increased workloads. A survey was done to assess the health and wellness of teachers. This year has been frustrating and many teachers are not enjoying their job. Their workload is much greater than pre-pandemic conditions. Most staff are working additional hours beyond their contracts. Director Wells thanked the teachers for their attendance at the meeting. He noted that the Board is working towards making things better for staff.
- ii. Ryan Kildea, OSEA president, reported that the MOU regarding the Vaccine Mandate MOU has been ratified by the OSEA members. There are two other MOUs in process. One of the MOUs deals with classified staff filling in as teaching substitutes in the classroom. Ryan Kildea will step down as president and will be replaced by Amber French and Laura Schunn as co-presidents, Tina Chambers will continue as treasurer, Debbie Johnson, will be secretary.

### **3. Superintendent Report**

- i. Superintendent Halliday thanked Tonya Everest for attending the meeting and noted that her leadership at LBL ESD is appreciated.
- ii. Every fall sport team was in post season play. A great credit to students and their success.
- iii. Congratulations to Jennifer Kessel. She applied for and received a federal grant for Chromebooks.
- iv. Veterans Day continues to be acknowledged in Philomath schools.
- v. Digital literacy is surging in importance and timeliness. Thanks to Jolene Latz for leading this instructional effort.
- vi. In all schools, we are seeing a degree of frustration and short attention span in students.
- vii. November is Native American awareness month.
- viii. Statewide testing will be given to all students in grades 3-8 and 11.
- ix. Student Investment Account Updates:
  - 1. Health and Safety
    - a. Intercom/Bell Systems have been added at CPS, PES and PMS.
    - b. Integrated Security Cameras have been installed.
    - c. Social Emotional Learning
  - 2. Increased Instructional Time
    - a. Increased hours and/or days
    - b. Summer programs and other additional programs
  - 3. Well-Rounded Education
    - a. Developmentally appropriate and culturally responsive literacy practices
    - b. Broadened Curricular Options
- x. RSSL Resiliency Framework – no changes since 9/9/21
- xi. Vaccination clinics are being held at PHS. The Philomath district is not requiring vaccines for students.

### **4. Director of Finance Report**

- i. Bill Mancuso, reported that all school districts sent in adjusted numbers to the state for redistribution of state school funds due to enrollment decreases. Bill was able to balance the reduction in state school funding with a decrease in timber funds to keep the district at about the same funding level. The next update will happen around January. The legislature does not seem to be thinking of increasing funds to schools from extra tax revenues, funds will go in the rainy day fund.

## **D. STRATEGY AND DISCUSSION ~**

### **1. Native American Awareness Month - PHS Student Presentation**



- i. No report – students not available

## **2. RTIi Update**

- i. K'Lynn Coleman, Emily Helpenstell, Abby Couture, Crissy LeBrun, Molly Bell, and Adeline Stewart shared an update for Response to Intervention and Instruction (RTIi)
- ii. RTIi provides targeted and effective intervention in reading and math. Students are screened three times per year. Progress monitoring is used for those students who need intervention.
- iii. Second grade has missing skills in their early learning due to the COVID challenges and missing in-person school.
- iv. RTIi is used in K-8 grades.
- v. The District Leadership team (DLT) includes Abby Couture, Bryan Traylor, Steve Bell, Susan Halliday, Don Dorman and Lyn Kawai. They have developed goals to monitor and assess whole-district data, strengthen implementation teams, ensure everything is in place for running assessments and determine what assessment tools are needed.

## **3. OSBA Election - Action Required**

- i. Director Grube moved to vote for Sarah Finger McDonald for LPC Position 10 and Jeff Davis for the Board of Directors Position 10. Second: Director Skinkis. Motion passed 5-0

## **4. MOU Agreements - Action Required**

- i. OSEA – MOU Regarding Mandatory COVID-19 Vaccination policy. OSEA membership has ratified this MOU. Director Dealy made a motion to accept the OSEA MOU. Second: Director Gudge. Motion passed 5-0
- ii. PEA – MOU regarding security camera placement. Director Dealy moved that the board accept the MOU with PEA about security cameras. Second: Director Skinkis. Motion passed 5-0

## **5. Policies (First Reading)**

- i. Director Wells suggested that the board allow the policy committee to do the first reading on all policies and have the board do the second reading. Director Skinkis moved that the board authorize the policy committee to formally do the first read on policies and then present to the board for the second read. Second: Director Grube. Motion passed 5-0. There was discussion about policy BD/BDA as to whether concealed weapons are included. The policy committee will check into this and report back at the next Board meeting.

## **E. ACTION ITEMS ~**

### **1. Consent Agenda-**

- i. Director Dealy made a motion to approve the consent agenda minus the two science positions. Second: Director Gudge. Motion passed 5-0.

### **2. Surplus Property - Action Required**

- i. Director Dealy moved to identify the iron worker as surplus property. Second: Director Grube. Motion passed 5-0.

### **3. KVCS/PHS Co-op Basketball**

- i. Director Skinkis moved that the board approve the request for the KVCS/PHS basketball co-op. Second: Director Grube. Motion passed 5-0.

## **F. MEETING CLOSURE ~**

### **1. Next Meeting Agenda Items**

- i. Policies for review
- ii. KVCS Charter Agreement

### **2. Board Reports & Thanks**

- i. Director Wells thanked the teachers and all of the staff. He noted the academic achievement of the athletes as well as their athletic success in making the state playoffs. Director Grube recognized the Veterans Day activities. Director Skinkis wished Braedon Littrell luck as he participates in WBIC. The winter concert was great. She thanked the ASB students for the great job that they do. Director Skinkis and Director Gudge thanked the teachers and noted that they both have children who have gone through district schools and who have had many of the teachers in the audience. They reminded the teachers that the Board is listening to them.

**3. Board Requests & Adjournment**

- i. The meeting was adjourned at 8:43 p.m.

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Board Chair

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Superintendent

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Date



**Philomath Public Schools**

Benton County School District 17J, 1620 Applegate Street, Philomath OR 97370 (541) 929-3169

**SURPLUS PROPERTY**

Person making request: fill out all items to be included, sign request and send to your Principal  
Principal: If request is approved, sign indicating your acknowledgement; forward to the District office.  
Superintendent: Present to Board; sign after Board approval; send to Maintenance for disposal.

Date: 12/9/2021

Item(s) for surplus - please indicate if items may have resale value: \_\_\_\_\_

Kubota ZD321 Mower - Need major repairs/unsafe - \$ 500-1000

John Deere Gator HPx - Need New Motor - \$ 500

Miller towable welder - Motor seized \$ 500

From location - Building / Room / Other: Maintenance

☐ no remaining value

☒ estimated value \$ \$ 1500 - \$2,500

Person Making this Request: Jocely Digiovannangelo  
Print name

[Signature]  
Signature

Principal Authorization: \_\_\_\_\_

Board Approval Date: \_\_\_\_\_

Superintendent Authorization: [Signature]

Current location of Surplus Item(s): \_\_\_\_\_

Maintenance - Removal completed by: \_\_\_\_\_

Name

Date

Items taken to: \_\_\_\_\_

Disposal of District Property DN-AR