



www.reedsport.k12.or.us \* 100 Ranch Rd., Reedsport, OR 97467 \* 541-271-3656

Jon Zwemke, Superintendent  
Kim Clardy, Board Chair  
Cindy Phillips, Vice Chair  
Brianna Ekelund, Board Member  
Jennifer Tymchuk, Board Member  
Chris Vaughn, Board Member

## REGULAR Board Meeting

### REVISED AGENDA

September 9, 2026

Work Session Agenda Review 5:00 PM

Regular Session 5:30 PM

Reedsport District Office Board Room: 100 Ranch Rd, Reedsport, OR 97467

Link to virtual meeting is posted on website at [www.reedsport.k12.or.us](http://www.reedsport.k12.or.us).

#### I. CALL WORK SESSION TO ORDER

Kim Clardy, Chair

A. Board Governance Essentials — Vince Adams, Board Development Specialist, Oregon School Board Association (OSBA)

##### 1. Superintendent Evaluation Services Proposal

2. Board Work Session with Vince Adams, OSBA

Board Governance Training Series

Saturday, September 26, 2026 from 9:00 AM - 12:00 PM

B. Agenda Review

#### II. ADJOURN WORK SESSION

Kim Clardy, Chair

#### III. CALL REGULAR SESSION TO ORDER

Kim Clardy, Chair

#### IV. PLEDGE OF ALLEGIANCE

#### V. ESTABLISH A QUORUM

#### VI. CHANGES TO THE AGENDA

#### VII. REPORTS

Jon Zwemke, Superintendent

A. Champions After School Program - Joe Atchley, Area Manager

## B. Superintendent Report

1. Financial Report
2. Oregon Department of Education (ODE) Grant #38434 Amendment No. 1 – High School Success (HSS), 2025-2027, adding \$208,115.01 in Year 2 funding for a total grant award of \$403,696.77.
3. ODE Grant #39288 Amendment No. 1 – Student Success Act (SSA) Student Investment Account (SIA), 2025-2027, increasing the 2026-27 allocation by \$5,957.43 to \$709,594.28
4. Strategic Plan
  - a. Stakeholder Climate and Experience Study (Option)
5. Superintendent Evaluation Services Proposal

## VIII. COMMUNITY COMMENTS

**Community Comments Instructions:** Comments during the meeting must address agenda items only. For non-agenda topics, please submit written or emailed comments for the Board to review. These topics may be considered for a future agenda.

To speak at the meeting:

1. **Sign in** at the table and indicate the agenda item you wish to address
2. **Read, Complete and SIGN a Community Comment form** (available at check in table)
3. **Limit** your remarks to 3 minutes
- **Comments Regarding Staff Members:** Public comment may include objective criticism of district programs or operations; however, the Board will not hear comments about individual staff members; *whether identified by name, position, role or description*. The Board chair will direct speakers to **District Policy KL-AR ( Public Complaint Procedure)** for any personnel-related concerns.
- If you cannot attend in person, written or emailed comments will be accepted until **3:00 PM** on the day of the meeting. Comments received after that time will be held for the next meeting.

Submit written comments to: [Reedsport School District, 100 Ranch Rd, Reedsport OR 97467](#)

Submit emailed comments to: [stipton@reedsport.k12.or.us](mailto:stipton@reedsport.k12.or.us)

## IX. CONSENT AGENDA

*Routine actions that typically require no discussion, such as the approval of previous meeting minutes and the acceptance of donations, are frequently addressed collectively in a single vote by the Board.*

Kim Clardy, Chair

- A. Approve Board Minutes from August 12, 2026.
- B. Accept Certified/Licensed Separation
  1. Eric Hamner - Teacher - Elementary
- C. Accept ODE Grant #38434 A1 HSS, 2025-2027, as awarded.
- D. Accept ODE Grant #39288 A1 SSA SIA, 2025-2027, as awarded.
- E. Accept Donations
  1. Accept with sincere appreciation a generous \$2,000 donation from Chris and Renee Vaughn, given in loving memory of their daughter, Emily Vaughn. The donation will be designated by the District to support Board training and professional development.
  2. Accept with appreciation a generous \$400 donation from Pat and Korrie Turner to provide shoes for Reedsport School District students.

X. ACTION

Kim Clardy, Chair

A. DJC Policy and AR Update

1. DJC - Bidding Requirements - DELETE
2. DJC-AR - Special Procurements and Exemptions from Competitive Bidding - DELETE (No AR Required for DJC).
3. DJCA - Personal Services Contracts - DELETE (Replace with New DJC).
4. DJC - Bidding Requirements — NEW — Replacing DJC and DJCA

B. GBN/JBA and JBA/GBN Policy Update

1. GBN/JBA - Sexual Harassment - REQUIRED (Mirror Policy with JBA/GBN)
2. JBA/GBN - Sexual Harassment - REQUIRED (Mirror Policy with GBN/JBA)

C. GCDA/GDDA Policy and AR Update

1. GCDA/GDDA - Criminal Records Checks and Fingerprinting - DELETE
2. GCDA/GDDA-AR - Criminal Records Checks and Fingerprinting - DELETE (No new AR required for GCDA/GDDA)
3. GCDA/GDDA - Criminal Records Checks and Fingerprinting - NEW

D. KNA Policy Update

1. KNA - Immigration Enforcement on District Property - NEW (Policy adoption deadline 09/30/26)

XI. DISCUSSION

A. OSBA Regional Legislative Roadshow

1. Tuesday, September 22, 2026  
South Coast Education Service District Offices
  - a. 4:30 PM - Board Carpool - meet @ DO parking lot
  - 5:30 PM - School Board Training: Public Meeting Law
  - 6:30 PM - Dinner
  - 7:00 PM - Legislative Roadshow

B. Oregon School Board Association (OSBA) Annual School Board Convention

1. Thursday, November 12 through Saturday, November 14, 2026  
Portland Marriott Downtown Waterfront  
Registration: September 15, 2026

XII. COMMUNITY COMMENTS

*Reference Community Comments guidelines previously stated on the agenda.*

XIII. BOARD MEMBER COMMENTS

#### XIV. FUTURE AGENDAS

- A. Friday, September 11, 2026 - Friday School
- B. Sunday, September 13, 2026 @ 1:00 PM - Annual Reedsport Education Enrichment Foundation (REEF) Benefit Golf Classic
- C. Tuesday, September 22, 2026 from 5:30 PM - 8:00 PM - Regional Legislative Roadshow at South Coast ESD, Coos Bay (*Carpool will meet @ 4:30 PM in the DO parking lot*)
- D. Saturday, September 26, 2026, from 9:00 AM - 12:00 PM - OSBA Governance Work Session in the Boardroom at the District Office. (*Work Sessions are open to the public to observe in-person or virtually*)
- E. Wednesday, October 14, 2026 @ 5:00 PM - Work Session / Regular Board Meeting
- F. Wednesday, November 11, 2026 - NO SCHOOL - Veterans Day
  - 1. Due to holiday conflict, the November Board Meeting will be moved to the third Wednesday, November 18, 2026 @ 5:30 PM.
- G. Thursday, November 12 through Saturday, November 14, 2026 - OSBA Annual School Board Convention in Portland
- H. Wednesday, **November 18**, 2026 @ 5:00 PM - Work Session / Regular Board Meeting (*This meeting will take place on the **third Wednesday** due to schedule conflict*)

#### XV. ADJOURN REGULAR SESSION

Kim Clardy, Chair

Next School Board Meeting: Wednesday, October 14, 2026 @ 5:30 PM



# SUPERINTENDENT EVALUATION SERVICES PROPOSAL

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**Reedsport School District | September 4, 2026**

**Prepared by: Vince Adams, Board Development Specialist**

## Introduction

A thoughtful superintendent evaluation process supports effective governance, strengthens communication between the board and superintendent, recognizes accomplishments, identifies opportunities for professional growth and establishes clear direction for the next evaluation cycle.

The Oregon School Boards Association (OSBA) offers customizable superintendent evaluation services aligned with the Oregon School Boards Association and Coalition of Oregon School Administrators Superintendent Evaluation Workbook, district policy, adopted performance standards and board-approved goals.

Districts may select the level of assistance that best meets their needs. Services may range from consultation at specific points in the evaluation cycle to facilitation of the complete annual evaluation process.

**Targeted Feedback Survey:** The Targeted Feedback Survey may be included as one source of evidence within the superintendent evaluation. It is not offered as a stand-alone service. When a district selects this option, OSBA must also provide the related evaluation services described in this proposal.

## Superintendent Evaluation Process

Although each district's evaluation calendar and practices may differ, a comprehensive superintendent evaluation process ordinarily includes:

- Confirming the evaluation requirements identified by the district.
- Establishing an annual evaluation calendar.
- Developing and adopting superintendent goals.
- Conducting periodic progress check-ins.
- Receiving the superintendent's self-evaluation and supporting evidence.
- Collecting individual board member feedback.
- Considering relevant evidence, including Targeted Feedback Survey findings when that option is selected.
- Developing a draft evaluation.
- Facilitating board discussion and agreement on ratings and evaluative statements.
- Meeting with the superintendent to discuss the evaluation and next steps.
- Developing and adopting a final evaluation summary.

OSBA will work with the board and superintendent to identify which services are appropriate and develop a customized scope of work, calendar and estimated project cost.

## Available OSBA Evaluation Services

Depending on the district's needs, OSBA may provide some or all of the following services.

### Evaluation preplanning

OSBA may assist the board and superintendent with:

- Reviewing the district's evaluation policy, existing evaluation process and evaluation criteria.
- Identifying the performance standards and evidence that will guide the evaluation.
- Clarifying the responsibilities of the board, superintendent, board chair, district staff and OSBA consultant.
- Developing an annual evaluation calendar.
- Establishing expectations for confidentiality, communication, documentation and decision-making.

The district is responsible for identifying any evaluation requirements contained in the superintendent's contract and consulting district counsel when contract interpretation or modification may be necessary. OSBA may provide general information about superintendent evaluation practices but does not negotiate, mediate or advise either party regarding superintendent contract terms.

### Superintendent goal development

OSBA may facilitate a conversation between the board and superintendent to develop clear, measurable and mutually understood goals connected to district priorities. The board is responsible for formally adopting the superintendent's goals.

### Progress check-ins

OSBA may assist with fall, winter or other periodic check-ins. Check-ins allow the board and superintendent to:

- Review progress toward adopted goals.
- Identify accomplishments and emerging challenges.
- Discuss needed support or resources.
- Address concerns while there is still time to respond.
- Clarify expectations for the remainder of the evaluation cycle.

### Superintendent self-evaluation

OSBA may help prepare for or facilitate the meeting at which the superintendent presents their self-evaluation and supporting evidence. This meeting provides board members an opportunity to listen, ask clarifying questions and understand the superintendent's assessment before providing their individual evaluation feedback.

When a Targeted Feedback Survey is used, OSBA will ordinarily present the TFS report during this meeting. If scheduling or process needs require a separate presentation, OSBA will present the report at another meeting before board members submit their individual evaluation feedback.

### Collection and synthesis of board member feedback

The board may choose its own method for collecting individual board member feedback or may use OSBA's process.

When OSBA provides this service, OSBA will:

- Administer an individual evaluation questionnaire to board members.
- Compile member ratings and comments.
- Identify areas of agreement and differing perspectives.
- Synthesize board member feedback into a draft evaluation document.
- Prepare the document for consideration during the board's evaluation session.

If the board collects and synthesizes its own feedback, it must provide the resulting material to OSBA sufficiently in advance of the evaluation session for the consultant to prepare for facilitation.

### **Board evaluation session**

OSBA may facilitate the board's formal evaluation discussion. During this session, the board considers the superintendent's self-evaluation, evidence of progress toward adopted goals, board member observations and feedback and other relevant information.

The consultant will guide the board through the performance standards, assist members in identifying areas of agreement and help the board develop consolidated ratings and evaluative statements.

When a Targeted Feedback Survey is used, OSBA facilitation of this session is required. This allows the consultant to help the board consider the TFS findings appropriately within the complete body of evaluation evidence. OSBA may redisplay the TFS report during the session when helpful.

### **Evaluation debrief and summary development**

OSBA may support the board and superintendent in reviewing the draft evaluation, clarifying questions, discussing professional growth and identifying next steps. OSBA may also assist the board with revising and finalizing the public evaluation summary.

The completed superintendent evaluation is a district record and may be placed in the superintendent's personnel file. The district will receive the applicable draft and final evaluation documents electronically.

## **Optional Targeted Feedback Survey**

The Targeted Feedback Survey (TFS) provides structured feedback from individuals who work with the superintendent and are positioned to offer informed observations about the superintendent's performance.

The survey is targeted in two ways:

1. Respondents are deliberately selected because their work or community roles provide meaningful opportunities to observe or interact with the superintendent.
2. Survey questions are aligned with selected superintendent performance standards, goals or other areas of particular interest to the board and superintendent.

The TFS supplements, but does not replace, the superintendent's self-evaluation, supporting evidence, board member observations, progress toward adopted goals and the board's collective judgment.

### **TFS planning**

OSBA will facilitate a planning session with the board and superintendent early in the evaluation cycle. During the session, OSBA will:

- Explain the purpose, structure and appropriate use of the TFS.
- Review the OSBA/COSA superintendent performance standards.

- Help the board and superintendent select up to three standards for inclusion.
- Discuss superintendent goals or other areas of interest that may warrant additional attention.
- Establish the categories of respondents to be represented.
- Develop a timeline for survey administration, analysis and presentation.

Seven of the eight OSBA/COSA performance standards are available for selection. Standard 8, Policy and Governance, is ordinarily excluded because board members work directly with the superintendent in this area and can evaluate that performance based on their own experience.

Limiting the survey to approximately three standards helps keep the instrument focused and manageable. OSBA ordinarily aims for a survey of approximately 16-18 questions.

When the board and superintendent want feedback related to a particular goal or priority, OSBA may develop an additional question or identify relevant themes within the survey's open-ended responses.

### Selection of respondents

The board and superintendent will collaboratively develop and agree upon the list of individuals invited to participate.

Respondents should have sufficient interaction with or knowledge of the superintendent's work to provide informed feedback. Depending on the district and the standards selected, respondents may include:

- District-level administrators.
- Principals and other school administrators.
- Licensed or classified employee leaders.
- Union leaders.
- Confidential staff.
- Parent or family leaders who interact with the superintendent.
- Community partners.
- Local government leaders.
- Public health, nonprofit, business or agency partners.
- Other individuals who work closely enough with the superintendent to comment meaningfully on their performance.

**Important distinction:** The TFS is not a general climate survey or public-opinion survey. It is a focused evaluation instrument for collecting informed feedback about the superintendent's performance.

### Survey administration

OSBA will customize and administer the survey electronically. Participants will receive an explanation of the survey's purpose and assurances regarding anonymity and confidentiality.

OSBA will maintain the invitation list and monitor overall participation. However, individual survey responses are not connected to respondents' identities. Neither the district nor the OSBA consultant can identify which respondent submitted a particular response.

The survey will ordinarily remain open for approximately two to three weeks. OSBA may send reminders during the response period to encourage participation.

## Analysis and reporting

OSBA will analyze the survey data and prepare a report identifying significant patterns, areas of strength and areas that may warrant attention or professional growth.

OSBA will not provide individual responses or use verbatim respondent comments in the report. Open-ended feedback will be synthesized into broader themes to protect respondents' anonymity and strengthen the reliability and usefulness of the findings.

The report will be presented to the superintendent and board before board members submit their individual evaluation feedback. This presentation will ordinarily occur during the superintendent's self-evaluation meeting but may occur at a separate meeting established by the district.

Providing the findings at this stage gives board members time to understand and reflect upon the feedback before completing their individual evaluation input.

OSBA may redisplay the report during the formal board evaluation session. The report may also be displayed again during the evaluation process upon the board's request.

## Required services when a TFS is selected

Because the TFS is one source of evidence within the superintendent evaluation, it is not available as a stand-alone service. When a district selects the TFS, the scope of work must include:

- An OSBA-facilitated TFS planning session.
- Development and administration of the TFS.
- Analysis of survey responses and preparation of the TFS report.
- An OSBA presentation of the report before board members provide their individual evaluation feedback.
- OSBA facilitation of the board's formal superintendent evaluation session.

The board may use OSBA's process for collecting and synthesizing individual board member feedback or may develop that information through another method. Regardless of the method selected, OSBA must facilitate the formal evaluation session to help ensure that the TFS findings are considered appropriately and in context with the other evaluation evidence.

## TFS Confidentiality, Ownership and Records

The OSBA TFS questions, survey data, analysis and report are proprietary materials owned and retained by OSBA.

The district will not receive the raw survey data, individual responses or respondent comments. The TFS report will not be transmitted electronically, provided as a paper copy, placed in the superintendent's personnel file or retained by the district. OSBA will display the report during the evaluation process as described above.

The board and superintendent will receive a synthesis of significant patterns and themes rather than individual or verbatim comments. This protects the confidentiality of the process, preserves respondent anonymity and helps the board focus on the collective meaning of the feedback.

**PLEASE NOTE:** All documents received/discussed in executive session are not necessarily exempt from a public records request. The summary document may be accessed via a public records request.

The TFS report is distinct from the superintendent's evaluation. The completed evaluation is a district record and may be retained in the superintendent's personnel file. The underlying TFS data and report remain the property of OSBA and are not incorporated into that file.

## Preliminary Estimated Hours and Costs

**All services** are billed according to the actual time required. Professional consulting services are billed at \$200 per hour.

The following ranges are provided for planning purposes. The upper end reflects the anticipated maximum for a typical engagement. Estimates will be customized according to the services selected, the district's calendar and the complexity of the evaluation.

### Required services when the TFS is selected

| Service                                                                 | Estimated hours     | Estimated cost         |
|-------------------------------------------------------------------------|---------------------|------------------------|
| TFS planning-session preparation, facilitation and follow-up            | 1-1.5 hours         | \$200-\$300            |
| Survey customization and setup                                          | 0.5-1 hour          | \$100-\$200            |
| Survey distribution, monitoring and reminders                           | 1-1.5 hours         | \$200-\$300            |
| Data review, thematic analysis and report preparation                   | 2-3 hours           | \$400-\$600            |
| Initial TFS presentation before individual board feedback               | 0.5-1 hour          | \$100-\$200            |
| Preparation for and facilitation of the formal board evaluation session | 1.5-2 hours         | \$300-\$400            |
| <b>Estimated required-service total</b>                                 | <b>6.5-10 hours</b> | <b>\$1,300-\$2,000</b> |

These estimates assume that the board and superintendent reach timely agreement on the standards, areas of focus and respondent list and that the district provides accurate respondent names and email addresses in an agreed-upon electronic format.

### Optional evaluation services

| Optional service                                                | Estimated hours            | Estimated cost          |
|-----------------------------------------------------------------|----------------------------|-------------------------|
| Evaluation preplanning and calendar development                 | 0.5-1 hour                 | \$100-\$200             |
| Superintendent goal-development facilitation                    | About 1 hour               | About \$200             |
| Fall or winter progress check-in                                | 0.75-1.5 hours per meeting | \$150-\$300 per meeting |
| Board member evaluation questionnaire administration            | 1-1.5 hours                | \$200-\$300             |
| Synthesis of board feedback and development of draft evaluation | 2-3 hours                  | \$400-\$600             |
| Evaluation debrief and summary-development support              | 1-2 hours                  | \$200-\$400             |
| Support during public presentation or adoption                  | 0.5-1 hour                 | \$100-\$200             |

OSBA will prepare a customized estimated project total based on the services selected. The service agreement will establish a not-to-exceed amount. OSBA will not exceed that amount without advance authorization from the district.

## Virtual and In-Person Services

All services may be provided virtually. At the district's request, OSBA may provide services in person.

Professional travel time is billed at \$100 per hour. Mileage is billed at the applicable Internal Revenue Service rate in effect when the travel occurs. Other necessary travel expenses will be identified in the service agreement when applicable.

## District Responsibilities

To support an efficient and effective evaluation process, the district will:

- Identify a primary contact for scheduling and project coordination.
- Provide applicable policies, evaluation materials, goals, calendars and other relevant documents.
- Identify any superintendent contract provisions that govern the evaluation process and obtain advice from district counsel regarding contract interpretation or modification.
- Schedule the necessary board meetings or work sessions.
- Provide timely decisions and materials needed to complete the work.
- Ensure board members and the superintendent understand the agreed-upon process and calendar.
- Provide accurate respondent names and email addresses when a TFS is selected.
- If OSBA is not collecting and synthesizing individual board member feedback, provide OSBA with the board's independently developed evaluation material sufficiently in advance of the formal evaluation session.
- Consult district legal counsel as appropriate regarding meeting procedures, personnel matters, public records, and district-specific legal requirements.

## Service Agreement

Following confirmation of the selected services, OSBA will prepare a service agreement describing the scope of work, anticipated schedule, hourly rates, estimated project cost, travel provisions, district responsibilities, and not-to-exceed amount.

Additional work requested by the district may be provided at the applicable hourly rates with advance authorization.

## Contact

### Vince Adams

Board Development Specialist

Email: [vadams@osba.org](mailto:vadams@osba.org)

Phone: 971.446.0904

# CHAMPIONS

## OUR MISSION

We foster a love of learning by creating engaging experiences for children to unlock their own potential.

## ABOUT US

The Champions story begins in 1990 with an elementary school principal who wanted to provide before- and after-school care for her students that was safe, convenient and, above all, fun.

Since then, we've provided a place where children can dream, imagine and explore. Using our customizable curriculum and materials, teachers at our 650 programs can transform any classroom, gym, cafeteria, or multi-purpose room into a fun, inspiring, and empowering learning space that's specifically tailored communities we serve.

## OUR CURRICULUM

Our carefully designed curriculum develops areas that have a direct impact on the future success of children: social-emotional skills, executive function, and inquiry-based learning. With fitness, homework help, healthy snacks, and plenty of things to discover, Champions gives children a safe place to learn and grow.

**Respecting all kinds of families, and fostering a safe, welcoming community is foundational to who we are. We do this by:**

- Using program materials that reflect diverse identities
- Creating accessible and equitable spaces, made possible with the support of our Inclusion Services Team
- Teaching children how to practice empathy, compassion and understanding
- Providing support and other accommodations for children with varying needs and abilities

## OUR OFFERINGS

We offer a wide range of programs for a variety of age groups:

- Before- and After-School
- Preschool, Pre-K and Kindergarten
- School breaks and summer camp
- Customized childcare based on community need



**CHAMPIONS**

# SERVICE VALUES



## **T**ALKING TO PARENTS

An important part of my job is talking with parents about their children



## **O**UR CENTER

My team works together to make our center warm and welcoming



## **C**ARE

I genuinely care about every kid in my classroom



## **A**NTICIPATE

I anticipate and quickly resolve parents' concerns



## **R**ELATIONSHIPS

I build great relationships with families



## **E**VERY CHILD

I respond to the unique needs and interests of every child

## QUALITY & ACHIEVEMENT

In 2026, KinderCare Learning Companies, our parent company, earned its tenth Gallup Exceptional Workplace Award—one of only five companies worldwide to receive this award eight years in a row. The award honors organizations for their extraordinary ability to create engaged workplace cultures that drive business outcomes.



GALLUP EXCEPTIONAL  
WORKPLACE AWARD  
2026 ENGAGEMENT WINNER

## OUR BRANDS



**Community-Based Centers**  
Offer education and care for children 6 weeks to 12 years old in neighborhoods across the country.



**Customized Family Benefits for Employers**  
Provides customized family benefits, including on-site and near-site early learning centers and back-up care for last-minute child care.

**CHAMPIONS**

**Before- & After-School Programs**  
Hundreds of sites in local elementary schools, offering before- and after-school learning programs that foster originality and resilience in school-age learners.

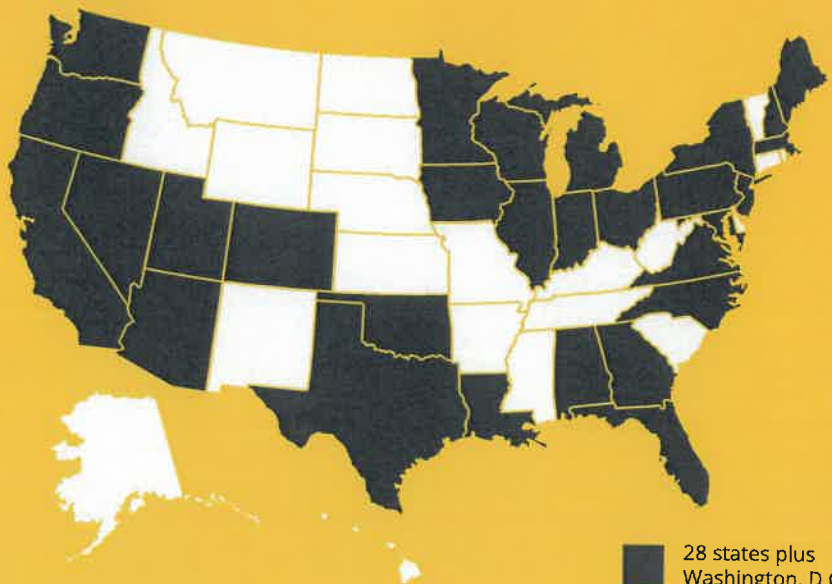
*Crème de la Crème.*  
CHILD CARE • PRESCHOOL • AFTER SCHOOL  
Early Learning Centers Of Excellence.

**Elevated Child Care**  
Provides a premium early education model by transitioning children into a variety of themed classrooms throughout its signature spacious facilities for infants through school-age.

## OUR FOOTPRINT



SCAN TO LEARN MORE



28 states plus  
Washington, D.C.

**CHAMPIONS**

## EARLY LEARNING SAMPLE SCHEDULE

### MORNING SESSION

|                   |                                                                                    |
|-------------------|------------------------------------------------------------------------------------|
| 7:30am - 8:00am   | Welcome Activity                                                                   |
| 8:00am - 8:15am   | Sample Experiences: The Future Is Bright /Unity in Our Community                   |
| 8:15am - 8:30am   | Community Time: a brief check in, review available experiences                     |
| 8:30am - 9:00am   | Experiences: The Future Is Bright/ Me, You, Us                                     |
| 9:00am - 9:15am   | Experiences: Mind and Body (yoga or mindful moment)                                |
| 9:15am - 9:30am   | Transition/Snack Prep: Clean-up, wash-up and transition                            |
| 9:30am - 10:00am  | Snack and A.M. Lessons: As children finish snack, they can explore Learning Center |
| 10:00am - 11:30pm | Outdoor Play: Teacher-led and child-selected activities                            |
| 11:30pm - 12:15pm | Lunch/Transition                                                                   |

### AFTERNOON SESSION

|                   |                                                                                    |
|-------------------|------------------------------------------------------------------------------------|
| 12:15pm - 12:45pm | Learning Centers: sensory, math, library, etc.                                     |
| 12:45pm - 1:00pm  | Experiences: Mind and Body (yoga or mindful moment)                                |
| 1:00pm - 1:30pm   | Group Time: Activities, calendar, sharing, featured activity, etc.                 |
| 1:30pm - 1:45pm   | Transition/Snack Prep: Clean-up, wash-up and transition                            |
| 1:45pm - 2:15pm   | Snack and P.M. Lessons: As children finish snack, they can explore Learning Center |
| 2:15pm - 2:45pm   | Outdoor Play: Teacher-led and child-selected activities                            |
| 2:45pm - 3:00pm   | Experiences: The Future Is Bright/ Me, You, Us                                     |
| 3:00pm - 3:15pm   | Sample Experiences: Mind and Body (yoga or mindful moment)                         |
| 3:15pm - 3:30pm   | Clean-up/Departure                                                                 |

*\* Times & Activities will vary per program*



**CHAMPIONS**

# **ABOUT OUR PROGRAM**

## **Daily Program Components**

**Welcome:** We support the transition from the school day to our program, and kick off our time together as a program community. We talk about what we'll do that day, and do some SEL activities. The Welcome is an important part of our day because it establishes our classroom and sets expectations for the day, develops positive relationships between children, supports social, emotional, and cognitive development, and shapes our staff's daily schedule and routine.

**Snack:** Each day children are served a healthy snack to keep their minds and bodies energized. **Fitness activities:** In our outdoors, physical play supports healthy bodies and minds. Our curriculum includes over 200 indoor and outdoor fitness activities and group games focused on balance, coordination, endurance, strength and stretching.

**Thematic units:** Our two-week thematic units include staff- and child-led learning opportunities. Staff expertly implement our curriculum with student choice in mind to keep the day educational and engaging. Fridays are reserved for student-choice thematic activities.

**Homework time:** We strive to help all students meet state and district grade level standards. A designated space is created for students to comfortably concentrate on their schoolwork. We also partner with families through a Homework Support Plan and Agreement so we know how to best support their child.

**Interest areas:** Each of our four interest areas is full of open-ended materials to engage students in play and learning and support physical, cognitive, and social-emotional development.

**Junior Counselors:** Students become leaders! We encourage older Champions students to lead and mentor alongside our staff in our programs. Staff coordinate with Junior Counselors to act as role models, read aloud to other students, mentor their peers, set program goals, and more. Most Junior Counselors range from 4th to 6th grade.

**Classroom Clubs:** Kids can start their own clubs based on common shared interests. Together, club members set goals for themselves, cooperate with one another, and solve problems. Participation in clubs helps students learn to govern themselves by determining leaders, establishing rules, and working together. Clubs are encouraged to share with the rest of the class and families what they've learned or accomplished together.

**Project-based learning:** This student-directed learning promotes inquiry-based practices through longer term projects, or in-depth investigations of topics that are meaningful to students and worth learning more about. Students engage in projects individually, in small groups, or even as a whole group, depending on interests within the classroom community.



**CHAMPIONS**

# **ABOUT OUR PROGRAM**

## **Daily Homework Support (School-Age Program)**

To support students with getting homework done and meeting state and district grade level standards, Champions sets aside up to one hour each day for homework and school projects where applicable.

You can expect:

- Completion of a homework support plan and family agreement for each student.
- An intentional space is created for students to comfortably concentrate on their homework and receive support from Champions staff. The space includes materials such as reference books, rulers, calculators, graph paper, writing tools, and notebook paper.
- Instructional aids that include tips and strategies for staff and students to respond to homework challenges.

## **Health and Fitness**

As proponents of a whole-child education, we believe that after a long school day of focused academic instruction, students should have an opportunity to get outside and participate in physical activities.

Giving students regular opportunities to participate in physical activities helps to create positive lifelong attitudes toward health and fitness. Our Fitness and Group Games Manual contains more than 200 indoor and outdoor fitness activities and group games.

Champions' fitness activities support students' physical development and overall health and wellness daily. The guide is organized into four components to support the inclusion of fitness activities—balance and coordination, endurance, strength, and stretching—that support holistic physical development in children.

## **Thematic Units**

Our thematic approach to curriculum design offers an organizational framework while also allowing for individualized instruction. These themes are the vehicles through which all six of our curriculum content areas are brought to life. Students construct and build knowledge over the course of each thematic unit. The themes in this program were selected based on their relevance for students aged 5 to 12 years old, as well as their ability to introduce important and foundational topics across a wide range of content areas. In addition to whole-group experiences, each unit features interest area experiences that are student-led; they are selected and implemented by students, with the staff serving as a facilitator, asking guiding questions and supporting student reflection as they explore.

Each of our two-week units contributes to the content areas we promote. Every unit is rich with opportunities to practice literacy and numeracy and build social-emotional skills as mixed age groups work together and learn about their peers.

## **STORAGE**

10x10 space to store equipment is ideal.

Rolling Carts (3): 40 5/8" W x 36 1/2" H x 19" D  
Library Cart (1): 36 1/2" W x 34" H x 24.5" D  
Storage Cabinets (2): 64.75" H x 34" W x 24.5" D  
Mini Fridge (1): 3.3 cubic feet. 33.5" H x 18.5" H

**CHAMPIONS**

## **STEM**

Children will use the materials in this area to solve math puzzles and problems, build bridges, towers, and machines using real-live math concepts. They can explore their creative side through coding, engineering, and digital art and design.

**Area Includes:** One cart with Legos, magnets, snap circuits, rug & more!

## **LIBRARY**

Children will find inspiration and endless adventure through the collection of books available. They can cozy up with their favorite book on the rug and soft seating.

**Area Includes:** One cart with books, rug, & soft seating.

## **CREATIVE ARTS**

In this area, children can express themselves through drama, drawing, painting, poetry, and more.

**Area Includes:** One cart with craft materials, drama props, instruments, & more!

## **PUZZLES & GAMES**

Children can play group games, fun brainteasers, and puzzles in this area.

**Area Includes:** One cart with puzzles and games

## **FITNESS**

This area is designed to support children with physical fitness.

**Area Includes:** A ball bag stuffed with sports equipment.

## **FAMILY COMMUNICATION**

Located by the program entrance, this is where families sign-in their child, and find everything they'll need to know about Champions!

**Area Includes:** A mobile information board and Wellness Station

## **TEACHER RESOURCES & STORAGE**

Teacher cabinets are used to store additional program materials, and items out of reach for children.

**Area Includes:** Locking teacher cabinets, backpack storage baskets, printer, and a mini-fridge.

**CHAMPIONS**

## SCHOOL-AGE SAMPLE SCHEDULE

We emphasize daily routines that are paced briskly enough that children are always engaged, but methodically enough that children can explore to their level of interest without feeling rushed. We alternate quiet and active segments of the day, to meet children's needs for physical activity – we know getting the wiggles out helps our children focus when it's time to learn. Our schedule is flexible and can be customized to respond to children's interests, and to respond to the program hours your families need.

### BEFORE SCHOOL PROGRAM (IF APPLICABLE)

|                       |                                                                  |
|-----------------------|------------------------------------------------------------------|
| Open - 8:00AM         | Student-Led Experiences (Projects & Interest Areas)              |
| 8:00AM - School Start | Fitness and Group Games (Indoor/Outdoor)<br>Teacher Led Activity |
| Dismissal             | Children are dismissed to their classroom                        |

### AFTER SCHOOL PROGRAM

|                           |                                                             |
|---------------------------|-------------------------------------------------------------|
| School Dismissal - 3:45PM | Welcome Activity<br>Afternoon Snack                         |
| 3:45PM - 4:30PM           | Rotating Curriculum: Interest Area Activities/STEM/Projects |
| 4:30PM - 5:30PM           | Fitness and Group Games (Indoor/Outdoor)                    |
| 5:30PM - 5:50PM           | Student-Led Experiences<br>Clubs/Projects                   |
| 5:50PM - 6:00PM           | End of Day Reflect & Connect<br>Cleanup/Depart              |

*\* Times & Activities will vary per program*

**CHAMPIONS**

## **CHAMP CAMP BREAKTIME PROGRAMS**

Champions Champ Camp\* programs provide convenient, flexible care for families while school is out. We also offer programming on in-service days and other school closure days.



### **CHAMP CAMP FOR SUMMER BREAK**

Summer is all about freedom and fun. That's why our grab-bag of educational excursions are deliberately designed to feed your kiddo's personal passions. Your child will stay unplugged and clued-in to their unique curiosities and creativity! And no two days will ever be the same.

- Learning is always a blast with hands-on STEM activities, inspiring art projects, teamwork challenges.
- Sprinkler games, anyone? Wall ball? Race ya! Getting outdoors is central to our summer program where we'll move those bodies daily.
- Joining us for just one week? Want to stay for all weeks? No problem (and no boredom) here. We'll offer your child a wide variety of activities to keep their skills sharp, friendships strong, and bodies moving.



### **CHAMP CAMP FOR WINTER BREAK**

Winter is a time for gratitude and reflection—we'll cover both.

- Kids love to connect with other kids, but bonus points for programs that help kids connect with educators, too (that's us)! Our teachers are like super-cool coaches or big brothers and sisters who make them feel appreciated for exactly who they are.
- The cold doesn't scare us! No matter the weather, we'll bundle up and get outdoors to breathe fresh air and notice something new in our ever-changing environment.



### **CHAMP CAMP FOR SPRING BREAK**

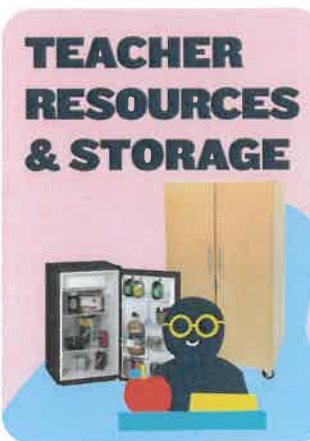
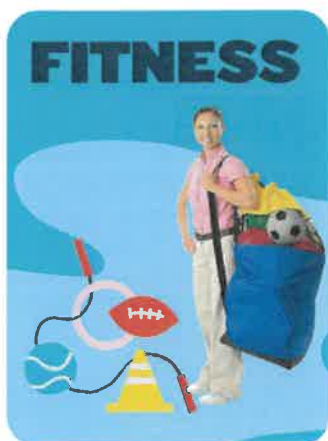
Spring discoveries are what we're all about! Whether meeting a new friend or uncovering a hidden talent, we're here to give your child special aha moments that prove the power of learning.

- Sneak a peek at the summer program with daily activities that will pique your child's curiosities and have them begging to return for summer.
- Outside time is (still) a must! Nature walks and playground games are opportunities to release extra energy.
- Ready to enroll for Champ Camp? The best way to see if there's a seasonal break program in your preferred location is to talk to the site director.

# CHAMPIONS

## ENVIRONMENT OVERVIEW

*Interest Areas are well-defined spaces with color coded labels and signage for easy recognition, which helps children understand where items belong, fosters independence through student-led activities, and encourages literacy.*



**CHAMPIONS**

# ENVIRONMENT OVERVIEW

Preschool, Prekindergarten, and Transitional Kindergarten

*Interest Areas are well-defined spaces with color coded labels and signage for easy recognition, which helps children understand where items belong, fosters independence through student-led activities, and encourages literacy.*

## MATH, SENSORY, & SCIENCE



## LANGUAGE ARTS, WRITING, & LITERACY



## CREATIVE ARTS & DRAMATIC PLAY



## TEACHER RESOURCES & STORAGE



## FAMILY COMMUNICATIONS



## MARKETING KIT





# REEDSPORT SCHOOL DISTRICT 105

## Year-to-Date Activity & Forecast

### GENERAL FUND

For the period ending July 31, 2026

#### Revenues:

Beginning Fund Balance  
Property Taxes  
Interest  
Admissions  
Fees - Sport Participation  
Rentals  
Contributions  
indirect  
Miscellaneous Revenue  
County School Fund  
HERT Tax  
Intermediate Sources  
State School Fund  
Common School Fund  
State Managed County Timber  
Other State Grants  
Federal Forest Fees  
Loan Receipts  
Interfund Transfers  
**TOTAL:**

| Adopted<br>Budget<br>2026-2027 | ACTIVITY                                |                  |                                      |                                  |                       |                            |
|--------------------------------|-----------------------------------------|------------------|--------------------------------------|----------------------------------|-----------------------|----------------------------|
|                                | YTD Actuals<br>through<br>Current Month | Encumbrances     | Actuals<br>Including<br>Encumbrances | Forecast<br>through<br>6/30/2027 | % Actual to<br>Budget | Over/<br>(Under)<br>Budget |
| 1,150,000                      | -                                       | 1,150,000        | 1,150,000                            | 1,150,000                        | 0.00%                 | -                          |
| 2,680,000                      | 17,590                                  | 2,665,000        | 2,682,590                            | 2,682,590                        | 0.66%                 | 2,590                      |
| 140,000                        | 5,744                                   | 133,000          | 138,744                              | 138,744                          | 4.10%                 | (1,256)                    |
| 12,500                         | -                                       | 12,500           | 12,500                               | 12,500                           | 0.00%                 | -                          |
| -                              | -                                       | -                | -                                    | -                                | 0.00%                 | -                          |
| 1,000                          | -                                       | 1,000            | 1,000                                | 1,000                            | 0.00%                 | -                          |
| 2,500                          | 3,784                                   | 2,500            | 6,284                                | 6,284                            | 151.34%               | 3,784                      |
| 82,500                         | -                                       | 82,500           | 82,500                               | 82,500                           | 0.00%                 | -                          |
| 125,000                        | 30                                      | 124,500          | 124,530                              | 124,530                          | 0.02%                 | (470)                      |
| 10,000                         | -                                       | 10,000           | 10,000                               | 10,000                           | 0.00%                 | -                          |
| 2,500                          | -                                       | 2,500            | 2,500                                | 2,500                            | 0.00%                 | -                          |
| -                              | -                                       | -                | -                                    | -                                |                       | -                          |
| 5,950,000                      | 964,277                                 | 4,820,000        | 5,784,277                            | 5,784,277                        | 16.21%                | (165,723)                  |
| 80,000                         | -                                       | 80,000           | 80,000                               | 80,000                           | 0.00%                 | -                          |
| 2,500                          | -                                       | 2,500            | 2,500                                | 2,500                            | 0.00%                 | -                          |
| 4,500                          | -                                       | 4,500            | 4,500                                | 4,500                            | 0.00%                 | -                          |
| 65,000                         | -                                       | 65,000           | 65,000                               | 65,000                           | 0.00%                 | -                          |
| -                              | -                                       | -                | -                                    | -                                | 0.00%                 | -                          |
| 123,000                        | -                                       | 123,000          | 123,000                              | 123,000                          | 0.00%                 | -                          |
| <b>10,431,000</b>              | <b>991,425</b>                          | <b>9,278,500</b> | <b>10,269,925</b>                    | <b>10,269,925</b>                | <b>9.50%</b>          | <b>(161,076)</b>           |

#### Expenditures:

Salaries  
Benefits  
Purchased Services  
Supplies & Materials  
Capital Outlay  
Other  
Transfers Out  
SUB-TOTAL:

|                  |                |                  |                  |                  |              |                 |
|------------------|----------------|------------------|------------------|------------------|--------------|-----------------|
| 3,936,289        | 86,605         | 3,846,289        | 3,932,894        | 3,932,894        | 2.20%        | (3,395)         |
| 2,940,493        | 53,840         | 2,885,493        | 2,939,333        | 2,939,333        | 1.83%        | (1,160)         |
| 1,715,002        | 49,130         | 1,660,002        | 1,709,132        | 1,709,132        | 2.86%        | (5,870)         |
| 238,750          | 7,120          | 228,750          | 235,870          | 235,870          | 2.98%        | (2,880)         |
| -                | -              | -                | -                | -                |              | -               |
| 251,466          | 207,536        | 41,466           | 249,002          | 249,002          | 82.53%       | (2,464)         |
| 351,000          | -              | 351,000          | 351,000          | 351,000          |              | -               |
| <b>9,433,000</b> | <b>404,231</b> | <b>9,013,000</b> | <b>9,417,231</b> | <b>9,417,231</b> | <b>4.29%</b> | <b>(15,769)</b> |

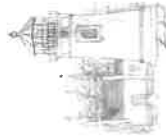
CONTINGENCY:

|                   |                |                  |                  |                  |
|-------------------|----------------|------------------|------------------|------------------|
| 1,000,000         | -              | -                | -                | -                |
| <b>10,433,000</b> | <b>404,231</b> | <b>9,013,000</b> | <b>9,417,231</b> | <b>9,417,231</b> |

PROJECTED ENDING FUND BALANCE

PROJECTED ENDING FUND BALANCE PERCENTAGE OF ACTUAL (FORECAST) REVENUE AT 6/30/2025

|                |
|----------------|
| <b>852,693</b> |
| <b>8%</b>      |



REEDSPORT SCHOOL DISTRICT 105  
Year-to-Date Activity & Forecast  
GENERAL FUND  
Jul-26

| Account #                                              | Adopted Budget 2026-2027 | Actual July    | Estimate August | Estimate September | Estimate October | Estimate November | Estimate December | Estimate January | Estimate February | Estimate March   | Estimate April | Estimate May   | Estimate June    | Actual/Estimate Totals | Difference Actual/Estimate Budget |
|--------------------------------------------------------|--------------------------|----------------|-----------------|--------------------|------------------|-------------------|-------------------|------------------|-------------------|------------------|----------------|----------------|------------------|------------------------|-----------------------------------|
| <b>Revenues:</b>                                       |                          |                |                 |                    |                  |                   |                   |                  |                   |                  |                |                |                  |                        |                                   |
| 5400 Beginning Fund Balance                            | 1,150,000                |                |                 |                    |                  |                   | 1,150,000         |                  |                   |                  |                |                |                  | 1,150,000              | -                                 |
| 111x Property Taxes                                    | 2,680,000                | 17,590         | 25,000          | 25,000             | 7,500            | 1,500,000         | 650,000           | 262,500          | 35,000            | 70,000           | 20,000         | 20,000         | 50,000           | 2,682,590              | (2,590)                           |
| 15xx Interest                                          | 140,000                  | 5,744          | 8,000           | 9,000              | 10,000           | 10,000            | 15,000            | 2,500            | 15,000            | 14,000           | 14,000         | 10,000         | 8,000            | 138,744                | 1,256                             |
| 171x Admissions                                        | 12,500                   |                |                 | 2,500              | 4,000            |                   | 2,500             | 2,500            | 1,000             |                  |                |                |                  | 12,500                 | -                                 |
| Fees - Sport Participation                             | -                        |                |                 |                    |                  |                   |                   |                  |                   |                  |                |                |                  | -                      | -                                 |
| 1740 Rentals                                           | 1,000                    |                |                 |                    |                  |                   | 1,000             |                  |                   |                  |                |                |                  | 1,000                  | -                                 |
| 192x Contributions                                     | 2,500                    | 3,784          |                 |                    | 500              | 500               | 500               | 500              | 500               |                  |                |                |                  | 6,284                  | (3,784)                           |
| 1980 Indirect                                          | 82,500                   |                |                 | 20,000             |                  |                   | 20,000            |                  |                   | 20,000           |                |                | 22,500           | 82,500                 | -                                 |
| 1990 Miscellaneous Revenue                             | 125,000                  | 30             | 5,000           | 9,500              | 40,000           | 10,000            | 10,000            | 10,000           | 10,000            | 10,000           | 10,000         | 5,000          | 5,000            | 124,530                | 470                               |
| 2101 County School Fund                                | 10,000                   |                |                 |                    |                  |                   | 10,000            |                  |                   | 10,000           |                |                |                  | 10,000                 | -                                 |
| 2199 HERT Tax                                          | 2,500                    |                | 625             |                    |                  |                   | 625               |                  | 625               |                  |                | 625            |                  | 2,500                  | -                                 |
| 2200 Intermediate Sources                              | -                        |                |                 |                    |                  |                   |                   |                  |                   |                  |                |                |                  | -                      | -                                 |
| 3101 State School Fund                                 | 5,950,000                | 964,277        | 482,000         | 482,000            | 482,000          | 482,000           | 482,000           | 482,000          | 482,000           | 482,000          | 482,000        | 482,000        | 40,000           | 5,784,277              | 165,723                           |
| 3103 Common School Fund                                | 80,000                   |                |                 |                    |                  |                   |                   |                  | 40,000            |                  |                |                |                  | 80,000                 | -                                 |
| 3104 State Managed County Timber                       | 2,500                    |                |                 |                    |                  |                   |                   |                  |                   | 2,500            |                |                |                  | 2,500                  | -                                 |
| 3299 Other State Grants                                | 4,500                    |                |                 |                    | 4,500            |                   |                   |                  |                   |                  |                |                |                  | 4,500                  | -                                 |
| 4801 Federal Forest Fees                               | 65,000                   |                |                 |                    |                  |                   |                   |                  |                   |                  |                | 65,000         |                  | 65,000                 | -                                 |
| 5150 Loan Receipts                                     | -                        |                |                 |                    |                  |                   |                   |                  |                   |                  |                |                |                  | -                      | -                                 |
| Interfund Transfers                                    | 123,000                  |                |                 |                    |                  |                   |                   |                  |                   |                  |                |                | 123,000          | 123,000                | -                                 |
| <b>TOTAL REVENUES:</b>                                 | <b>10,431,000</b>        | <b>991,425</b> | <b>520,625</b>  | <b>548,000</b>     | <b>548,500</b>   | <b>2,002,500</b>  | <b>2,331,625</b>  | <b>777,500</b>   | <b>584,125</b>    | <b>608,500</b>   | <b>526,000</b> | <b>582,625</b> | <b>248,500</b>   | <b>10,269,925</b>      | <b>161,076</b>                    |
| <b>Expenditures:</b>                                   |                          |                |                 |                    |                  |                   |                   |                  |                   |                  |                |                |                  |                        |                                   |
| 100 Salaries                                           | 3,936,289                | 86,605         | 250,000         | 330,000            | 330,000          | 330,000           | 330,000           | 330,000          | 330,000           | 330,000          | 330,000        | 330,000        | 626,289          | 3,932,894              | 3,395                             |
| 200 Benefits                                           | 2,940,493                | 53,840         | 150,000         | 250,000            | 250,000          | 250,000           | 250,000           | 250,000          | 250,000           | 250,000          | 250,000        | 250,000        | 485,493          | 2,939,333              | 1,160                             |
| 300 Purchased Services                                 | 1,715,002                | 49,130         | 40,000          | 125,000            | 125,000          | 125,000           | 125,000           | 125,000          | 125,000           | 125,000          | 125,000        | 125,000        | 125,000          | 1,709,132              | 5,870                             |
| 400 Supplies & Materials                               | 238,750                  | 7,120          | 25,000          | 23,750             | 20,000           | 20,000            | 20,000            | 20,000           | 20,000            | 20,000           | 20,000         | 20,000         | 20,000           | 235,870                | 2,880                             |
| 500 Capital Outlay                                     | -                        |                |                 |                    |                  |                   |                   |                  |                   |                  |                |                |                  | -                      | -                                 |
| 600 Other                                              | 251,466                  | 207,536        | 12,000          | 5,000              | 1,500            | 1,500             | 1,966             | 4,000            | 6,000             | 5,000            | 1,500          | 1,500          | 1,500            | 249,002                | 2,464                             |
| 700 Transfers Out                                      | 351,000                  |                |                 |                    |                  |                   |                   |                  |                   |                  |                |                | 351,000          | 351,000                | -                                 |
| 800 Contingency & Unappropriated                       | 1,000,000                |                |                 |                    |                  |                   |                   |                  |                   |                  |                |                |                  | -                      | -                                 |
| <b>TOTAL EXPENDITURES:</b>                             | <b>10,433,000</b>        | <b>404,231</b> | <b>477,000</b>  | <b>733,750</b>     | <b>726,500</b>   | <b>726,500</b>    | <b>726,966</b>    | <b>729,000</b>   | <b>731,000</b>    | <b>1,100,002</b> | <b>726,500</b> | <b>726,500</b> | <b>1,609,282</b> | <b>9,417,231</b>       | <b>1,015,769</b>                  |
| <b>ESTIMATED FUND BALANCE/ CARRYOVER AT MONTH END:</b> |                          |                |                 |                    |                  |                   |                   |                  |                   |                  |                |                |                  |                        |                                   |
|                                                        | 587,193                  | 630,818        | 445,068         | 267,068            | 1,543,068        | 3,147,727         | 3,196,227         | 3,196,227        | 3,049,352         | 2,557,850        | 2,357,350      | 2,213,475      | 852,693          | 852,693                | -                                 |

|                                                                                    |  |  |  |  |  |  |  |  |  |  |  |  |  |         |   |
|------------------------------------------------------------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|---------|---|
| PROJECTED ENDING FUND BALANCE                                                      |  |  |  |  |  |  |  |  |  |  |  |  |  | 852,693 | - |
| PROJECTED ENDING FUND BALANCE PERCENTAGE OF ACTUAL (FORECAST) REVENUE AT 6/30/2025 |  |  |  |  |  |  |  |  |  |  |  |  |  | 8%      | - |

\*1. Beginning fund balance is ESTIMATE.

## Reedsport School District

### Expenditure Summary Report

Fiscal Year: 2026-2027

Criteria: Report Sort: Fund

From Date: 07/01/2026

To Date: 07/31/2026

| Fund: 100                           | GENERAL FUND | Check# | FUND         | FUNCTION                            | OBJECT                      | Amount     |
|-------------------------------------|--------------|--------|--------------|-------------------------------------|-----------------------------|------------|
| Remit Name                          |              |        |              |                                     |                             |            |
| AMAZON.COM                          |              |        |              |                                     |                             |            |
|                                     | 0            |        | GENERAL FUND | BUILDING SERVICES                   | CONSUMABLE SUPPLIES         | \$1,389.09 |
|                                     | 0            |        | GENERAL FUND | FISCAL SERVICES                     | CONSUMABLE SUPPLIES         | \$158.03   |
|                                     | 0            |        | GENERAL FUND | JR/SR HIGH EXTRACURRICULAR          | CONSUMABLE SUPPLIES         | \$109.98   |
|                                     | 0            |        | GENERAL FUND | SR HIGH INSTRUCTION, 9-12           | CONSUMABLE SUPPLIES         | \$459.27   |
|                                     | 0            |        | GENERAL FUND | BUILDING SERVICES                   | NON-CONSUMABLE SUPPLIES     | \$87.78    |
|                                     | 0            |        | GENERAL FUND | OFFICE OF SUPERINTENDENT SERVICES   | NON-CONSUMABLE SUPPLIES     | \$62.99    |
|                                     |              |        |              | Total for AMAZON.COM                |                             | \$2,267.14 |
| AMERICAN FIDELITY ANNUITY           | 0            |        | GENERAL FUND | UNDESIGNATED                        | AM FIDELITY - ER PD 403(b)  | \$875.00   |
|                                     | 0            |        | GENERAL FUND | UNDESIGNATED                        | AMERICAN FIDELITY TSA       | \$1,200.00 |
|                                     |              |        |              | Total for AMERICAN FIDELITY ANNUITY |                             | \$2,075.00 |
| AMERICAN FIDELITY ASSURANCE         | 0            |        | GENERAL FUND | UNDESIGNATED                        | AMERICAN FIDELITY ASSURANCE | \$1,091.18 |
| AMERICAN FIDELITY ASSURANCE SEC 125 | 0            |        | GENERAL FUND | UNDESIGNATED                        | AMERICAN FIDELITY FLEX PLAN | \$849.99   |
| CARSON OIL COMPANY                  | 0            |        | GENERAL FUND | BUILDING SERVICES                   | FUEL                        | \$985.46   |
| CENTRAL LINCOLN PUD                 | 0            |        | GENERAL FUND | BUILDING SERVICES                   | ELECTRICITY                 | \$7,933.62 |
| CITY OF REEDSPORT                   | 0            |        | GENERAL FUND | BUILDING SERVICES                   | WATER AND SEWAGE            | \$3,538.86 |
| CLEARFLY                            | 0            |        | GENERAL FUND | BUILDING SERVICES                   | TELEPHONE                   | \$1,083.91 |
| COASTAL PAPER AND SUPPLY            | 28409        |        | GENERAL FUND | BUILDING SERVICES                   | CONSUMABLE SUPPLIES         | \$494.00   |
| COMFORT FLOW HEATING                |              |        |              |                                     |                             |            |

## Reedsport School District

### Expenditure Summary Report

Fiscal Year: 2026-2027

Criteria: Report Sort: Fund

From Date: 07/01/2026

To Date: 07/31/2026

| Fund: 100<br>Remit Name          | Check# | FUND         | FUNCTION                                   | OBJECT                      | Amount      |
|----------------------------------|--------|--------------|--------------------------------------------|-----------------------------|-------------|
| <b>GENERAL FUND</b>              |        |              |                                            |                             |             |
| COSA                             | 28398  | GENERAL FUND | BUILDING SERVICES                          | REPAIR/MAINTENANCE SERVICES | \$420.00    |
| COSA/CONFEDERATION OF OR SCH ADM | 28391  | GENERAL FUND | OFFICE OF SUPERINTENDENT SERVICES          | DUES AND FEES               | \$300.00    |
|                                  | 28410  | GENERAL FUND | OFFICE OF PRINCIPAL SERVICES               | DUES AND FEES               | \$1,390.00  |
|                                  | 28410  | GENERAL FUND | OFFICE OF SUPERINTENDENT SERVICES          | DUES AND FEES               | \$845.00    |
|                                  | 28410  | GENERAL FUND | SERVICE DIRECTION--SPECIAL EDUCATION       | DUES AND FEES               | \$695.00    |
| Country Media                    |        |              | Total for COSA/CONFEDERATION OF OR SCH ADM |                             | \$2,930.00  |
| DIVERSIFIED BENEFIT SERVICES INV | 28399  | GENERAL FUND | FISCAL SERVICES                            | DUES AND FEES               | \$654.11    |
|                                  | 0      | GENERAL FUND | UNDESIGNATED                               | INSURANCE POOL              | \$4,243.72  |
|                                  | 28400  | GENERAL FUND | UNDESIGNATED                               | INSURANCE POOL              | \$329.80    |
| Douglas Fast Net                 |        |              | Total for DIVERSIFIED BENEFIT SERVICES INV |                             | \$4,573.52  |
| Edupoint Educational Systems     | 0      | GENERAL FUND | BUILDING SERVICES                          | TELEPHONE                   | \$4,174.21  |
| FEDERAL TAX                      | 28392  | GENERAL FUND | SYSTEMS ANALYSIS SERVICES                  | TRAVEL--OUT OF DISTRICT     | \$1,790.00  |
|                                  | 0      | GENERAL FUND | UNDESIGNATED                               | FEDERAL TAX LIABILITY       | \$12,787.20 |
|                                  | 0      | GENERAL FUND | UNDESIGNATED                               | FICA/MEDICARE LIABILITY     | \$18,343.78 |
|                                  | 0      | GENERAL FUND | UNDESIGNATED                               | INSURANCE POOL              | \$222.08    |
| First-Citizens Bank & Trust Co   |        |              | Total for FEDERAL TAX                      |                             | \$31,353.06 |
| FRONTLINE TECHNOLOGIES GROUP LLC | 0      | GENERAL FUND | PRINTING/DUPLICATING SERVICES              | RENTALS                     | \$1,794.45  |

## Reedsport School District

### Expenditure Summary Report

Fiscal Year: 2026-2027

Criteria: Report Sort: Fund

From Date: 07/01/2026

To Date: 07/31/2026

| Fund: 100<br>Remit Name         | Check# | FUND         | FUNCTION                               | OBJECT                             | Amount       |
|---------------------------------|--------|--------------|----------------------------------------|------------------------------------|--------------|
| <b>GENERAL FUND</b>             |        |              |                                        |                                    |              |
| GARRETT, HEMANN, ROBERTSON P.C. | 28393  | GENERAL FUND | STAFF SERVICES                         | OTHER NON-INSTR PROF/TECH SERVICES | \$14,848.92  |
| GOLD COAST SECURITY INC         | 28412  | GENERAL FUND | BOARD OF EDUCATION SERVICES            | LEGAL SERVICES                     | \$2,146.00   |
| KEL-CEE ACE HARDWARE            | 28428  | GENERAL FUND | BUILDING SERVICES                      | TELEPHONE                          | \$189.00     |
|                                 | 28402  | GENERAL FUND | BUILDING SERVICES                      | CONSUMABLE SUPPLIES                | \$795.28     |
|                                 | 28413  | GENERAL FUND | BUILDING SERVICES                      | CONSUMABLE SUPPLIES                | \$84.81      |
|                                 | 28429  | GENERAL FUND | BUILDING SERVICES                      | CONSUMABLE SUPPLIES                | \$458.91     |
|                                 |        |              | Total for KEL-CEE ACE HARDWARE         |                                    | \$1,339.00   |
| LAWRENCE COMPANY                | 28394  | GENERAL FUND | FISCAL SERVICES                        | DUES AND FEES                      | \$300.00     |
| LIBRARYWORLD, INC               | 28430  | GENERAL FUND | LIBRARY/MEDIA CENTER                   | DUES AND FEES                      | \$1,100.00   |
| NORTHWEST REGIONAL ESD          | 28414  | GENERAL FUND | OFFICE OF SUPERINTENDENT SERVICES      | OTHER NON-INSTR PROF/TECH SERVICES | \$399.00     |
| OEBB MEDICAL INSURANCE          | 0      | GENERAL FUND | UNDESIGNATED                           | OEBB INSURANCE                     | \$102,634.46 |
| OR DEPT OF REV - GARNISHMENTS   | 28424  | GENERAL FUND | UNDESIGNATED                           | GARNISHMENTS                       | \$189.07     |
| OR SCHOOL BOARD ASSOC.(OSBA)    | 28415  | GENERAL FUND | BOARD OF EDUCATION SERVICES            | OTHER NON-INSTR PROF/TECH SERVICES | \$1,350.00   |
|                                 | 28432  | GENERAL FUND | BOARD OF EDUCATION SERVICES            | DUES AND FEES                      | \$3,498.61   |
|                                 |        |              | Total for OR SCHOOL BOARD ASSOC.(OSBA) |                                    | \$4,848.61   |
| OREGON DEPARTMENT REVENUE       | 0      | GENERAL FUND | UNDESIGNATED                           | PFML                               | \$1,198.92   |

## Reedsport School District

### Expenditure Summary Report

Fiscal Year: 2026-2027

Criteria: Report Sort: Fund

From Date: 07/01/2026

To Date: 07/31/2026

| Fund: 100<br>Remit Name      | GENERAL FUND |              | Check# | FUND                                   | FUNCTION | OBJECT                             | Amount       |
|------------------------------|--------------|--------------|--------|----------------------------------------|----------|------------------------------------|--------------|
|                              | 0            | GENERAL FUND |        | PRIMARY INSTRUCTION, K-6               | PFMLJ    |                                    | \$0.08       |
|                              | 0            | GENERAL FUND |        | UNDESIGNATED                           |          | STATE TAX LIABILITY                | \$8,699.50   |
|                              | 0            | GENERAL FUND |        | UNDESIGNATED                           |          | UNEMPLOYMENT TAX                   | \$1,079.05   |
|                              |              |              |        | Total for OREGON DEPARTMENT REVENUE    |          |                                    | \$10,977.55  |
| OSU HORTICULTURE             |              |              |        |                                        |          |                                    |              |
| PACE PROPERTY & CASUALTY     | 28395        | GENERAL FUND |        | BUILDING SERVICES                      |          | DUES AND FEES                      | \$205.00     |
|                              | 28417        | GENERAL FUND |        | BOARD OF EDUCATION SERVICES            |          | LIABILITY INSURANCE                | \$29,351.00  |
|                              | 28417        | GENERAL FUND |        | BUILDING SERVICES                      |          | LIABILITY INSURANCE                | \$169,197.00 |
|                              |              |              |        | Total for PACE PROPERTY & CASUALTY     |          |                                    | \$198,548.00 |
| PACIFIC OFFICE -POSTAGE      |              |              |        |                                        |          |                                    |              |
| PACIFIC OFFICE AUTOMATION    | 0            | GENERAL FUND |        | PRINTING/DUPLICATING SERVICES          |          | EXTRA COPIES                       | \$208.57     |
|                              |              |              |        |                                        |          |                                    |              |
| PARENT SQUARE, INC.          | 28418        | GENERAL FUND |        | PRINTING/DUPLICATING SERVICES          |          | RENTALS                            | \$450.85     |
|                              |              |              |        |                                        |          |                                    |              |
| PERS - OREGON                | 28396        | GENERAL FUND |        | SYSTEMS ANALYSIS SERVICES              |          | COMPUTER SOFTWARE                  | \$3,000.00   |
|                              |              |              |        |                                        |          |                                    |              |
| Pixel Pacific LLC            | 0            | GENERAL FUND |        | UNDESIGNATED                           |          | PERS                               | \$161,692.61 |
|                              |              |              |        |                                        |          |                                    |              |
| ROTARY CLUB OF REEDSPORT, OR | 28397        | GENERAL FUND |        | SYSTEMS ANALYSIS SERVICES              |          | OTHER NON-INSTR PROF/TECH SERVICES | \$4,549.17   |
|                              |              |              |        |                                        |          |                                    |              |
|                              | 28419        | GENERAL FUND |        | OFFICE OF SUPERINTENDENT SERVICES      |          | CONSUMABLE SUPPLIES                | \$20.00      |
|                              | 28419        | GENERAL FUND |        | OFFICE OF SUPERINTENDENT SERVICES      |          | DUES AND FEES                      | \$0.00       |
|                              |              |              |        | Total for ROTARY CLUB OF REEDSPORT, OR |          |                                    | \$20.00      |
| SAIF CORPORATION             |              |              |        |                                        |          |                                    |              |
| SECURITY BENEFIT             | 0            | GENERAL FUND |        | UNDESIGNATED                           |          | WORKERS COMP/SAIF                  | \$34,397.93  |
|                              |              |              |        |                                        |          |                                    |              |

## Reedsport School District

### Expenditure Summary Report

Fiscal Year: 2026-2027

Criteria: Report Sort: Fund

From Date: 07/01/2026

To Date: 07/31/2026

| Fund: 100                                      |  | GENERAL FUND                         | Check# | FUND                                 | FUNCTION                          | OBJECT                             | Amount       |
|------------------------------------------------|--|--------------------------------------|--------|--------------------------------------|-----------------------------------|------------------------------------|--------------|
| Remit Name                                     |  |                                      |        |                                      |                                   |                                    |              |
|                                                |  | TEXAS LIFE INS COMPANY               | 28425  | GENERAL FUND                         | UNDESIGNATED                      | SECURITY BENEFIT TSA               | \$450.00     |
|                                                |  | UMPQUA BANK 1                        | 0      | GENERAL FUND                         | UNDESIGNATED                      | TEXAS LIFE INSURANCE               | \$74.75      |
|                                                |  | UNITED RENTALS                       | 0      | GENERAL FUND                         | UNDESIGNATED                      | DIRECT DEPOSIT                     | \$83,398.24  |
|                                                |  | US BANK CREDIT CARDS                 | 28421  | GENERAL FUND                         | BUILDING SERVICES                 | RENTALS                            | \$2,103.92   |
|                                                |  | VALIC - AIG                          | 0      | GENERAL FUND                         | BUILDING SERVICES                 | OTHER NON-INSTR PROF/TECH SERVICES | \$436.50     |
|                                                |  | WESTERN EXTERMINATOR COMPANY         | 0      | GENERAL FUND                         | UNDESIGNATED                      | VALIC                              | \$1,700.00   |
|                                                |  | ZWEMKE, JON                          | 0      | GENERAL FUND                         | BUILDING SERVICES                 | OTHER NON-INSTR PROF/TECH SERVICES | \$79.46      |
|                                                |  |                                      | 28423  | GENERAL FUND                         | OFFICE OF SUPERINTENDENT SERVICES | TRAVEL--OUT OF DISTRICT            | \$648.15     |
| Total for GENERAL FUND                         |  |                                      |        |                                      |                                   |                                    | \$699,243.27 |
| Fund: 209                                      |  | EARLY LEARNING HUB/DOUGLAS ESD/MARSH | Check# | FUND                                 | FUNCTION                          | OBJECT                             | Amount       |
| Remit Name                                     |  |                                      |        |                                      |                                   |                                    |              |
|                                                |  | AMAZON.COM                           | 0      | EARLY LEARNING HUB/DOUGLAS ESD/MARSH | PRIMARY INSTRUCTION, K-6          | TEXTBOOKS                          | \$359.55     |
| Total for EARLY LEARNING HUB/DOUGLAS ESD/MARSH |  |                                      |        |                                      |                                   |                                    | \$359.55     |
| Fund: 250                                      |  | STATE AND LOCAL GRANTS               | Check# | FUND                                 | FUNCTION                          | OBJECT                             | Amount       |
| Remit Name                                     |  |                                      |        |                                      |                                   |                                    |              |
|                                                |  | AMAZON.COM                           | 0      | STATE AND LOCAL GRANTS               | SUMMER SCHOOL PROGRAMS            | CONSUMABLE SUPPLIES                | \$590.76     |
|                                                |  | LEWIS TRANSPORTATION                 |        |                                      |                                   |                                    |              |

## Fiscal Year: 2026-2027

**To Date:** 07/31/2026

Page:

## Reedsport School District

### Expenditure Summary Report

Fiscal Year: 2026-2027

Criteria: Report Sort: Fund      From Date: 07/01/2026      To Date: 07/31/2026

| Fund: 298                              |        | FOOD SERVICE      |                                        |                     |             |  |
|----------------------------------------|--------|-------------------|----------------------------------------|---------------------|-------------|--|
| Remit Name                             | Check# | FUND              | FUNCTION                               | OBJECT              | Amount      |  |
| OREGON CHILD NUTRITION COALITION(0CNC) | 28403  | FOOD SERVICE      | FOOD SERVICES                          | FOOD--CAFETERIA     | \$4,609.60  |  |
|                                        | 28416  | FOOD SERVICE      | FOOD SERVICES                          | DUES AND FEES       | \$500.00    |  |
|                                        | 0      | FOOD SERVICE      | FOOD SERVICES                          | CONSUMABLE SUPPLIES | \$0.00      |  |
|                                        | 0      | FOOD SERVICE      | FOOD SERVICES                          | FOOD--CAFETERIA     | \$2,825.83  |  |
|                                        |        |                   | Total for SYSCO PORTLAND, INC          |                     | \$2,825.83  |  |
| UMPQUA DAIRY PRODUCTS CO INC           | 28404  | FOOD SERVICE      | FOOD SERVICES                          | FOOD--CAFETERIA     | \$935.66    |  |
|                                        | 28420  | FOOD SERVICE      | FOOD SERVICES                          | FOOD--CAFETERIA     | \$511.53    |  |
|                                        | 28433  | FOOD SERVICE      | FOOD SERVICES                          | FOOD--CAFETERIA     | \$2,127.67  |  |
|                                        |        |                   | Total for UMPQUA DAIRY PRODUCTS CO INC |                     | \$3,574.86  |  |
| US FOODS INC                           | 28405  | FOOD SERVICE      | FOOD SERVICES                          | FOOD--CAFETERIA     | \$1,271.28  |  |
| WCP SOLUTIONS                          | 28406  | FOOD SERVICE      | FOOD SERVICES                          | CONSUMABLE SUPPLIES | \$110.72    |  |
|                                        | 28422  | FOOD SERVICE      | FOOD SERVICES                          | CONSUMABLE SUPPLIES | \$631.07    |  |
|                                        |        |                   | Total for WCP SOLUTIONS                |                     | \$741.79    |  |
|                                        |        |                   | Total for FOOD SERVICE                 |                     | \$14,226.80 |  |
|                                        |        |                   |                                        |                     |             |  |
| Fund: 299                              |        | STUDENT BODY FUND |                                        |                     |             |  |
| Remit Name                             | Check# | FUND              | FUNCTION                               | OBJECT              | Amount      |  |
| US FOODS INC                           | 28434  | STUDENT BODY FUND | JR/SR HIGH EXTRACURRICULAR             | CONSUMABLE SUPPLIES | \$888.45    |  |
|                                        |        |                   | Total for STUDENT BODY FUND            |                     | \$888.45    |  |
|                                        |        |                   |                                        |                     |             |  |

Reedsport School District

Expenditure Summary Report

Fiscal Year: 2026-2027

Criteria: Report Sort: Fund

From Date: 07/01/2026

To Date: 07/31/2026

Grand Total: \$729,176.99

Recap for FUND for GENERAL FUND

|     |                             |              |
|-----|-----------------------------|--------------|
| 100 | GENERAL FUND                | \$699,243.27 |
| 209 | EARLY LEARNING HUB/DOUGLAS  | \$359.55     |
| 250 | STATE AND LOCAL GRANTS      | \$5,346.50   |
| 272 | REEDSPORT EDUC ENRICHMEN    | \$1,762.42   |
| 291 | INSTRUCTIONAL MATERIALS REI | \$7,350.00   |
| 298 | FOOD SERVICE                | \$14,226.80  |
| 299 | STUDENT BODY FUND           | \$888.45     |

End of Report

**REEDSPORT SCHOOL DISTRICT 105**  
**APPROPRIATIONS BY FUND & FUNCTION**

7/31/2026

| FUND #           | Adopted Budget 2026-2027 | Function 1XXX Instruction | Adopted Budget 2026-2027 | Function 2XXX Support Services | Adopted Budget 2026-2027 | Function 3XXX Enter. & Comm. Svcs. | Adopted Budget 2026-2027 | Function 4XXX Facilities Acq. & Const. | Adopted Budget 2026-2027 | Function 5XXX Interag./Fund Trans. | Adopted Budget 2026-2027 | Function 6XXX Contingency | Adopted Budget 2026-2027 | Function 7XXX Unapp. EPB |
|------------------|--------------------------|---------------------------|--------------------------|--------------------------------|--------------------------|------------------------------------|--------------------------|----------------------------------------|--------------------------|------------------------------------|--------------------------|---------------------------|--------------------------|--------------------------|
| 100 Actuals      | \$ 5,073,825             | \$ 6,341                  | \$ 4,008,175             | \$ 397,890                     |                          |                                    |                          |                                        | \$ 351,000               | \$ -                               | \$ 500,000               | \$ -                      | \$ 500,000               | \$ -                     |
| 100 Encumbrances | \$ -                     | \$ 3,736,633              | \$ -                     | \$ 2,881,187                   |                          |                                    |                          |                                        | \$ -                     | \$ -                               | \$ 500,000               | \$ -                      | \$ 500,000               | \$ -                     |
|                  | <b>\$ 1,330,851</b>      | <b>\$ 3,742,974</b>       | <b>\$ 729,098</b>        | <b>\$ 3,279,077</b>            | <b>\$ -</b>              | <b>\$ -</b>                        | <b>\$ -</b>              | <b>\$ -</b>                            | <b>\$ 351,000</b>        | <b>\$ -</b>                        | <b>\$ 500,000</b>        | <b>\$ -</b>               | <b>\$ 500,000</b>        | <b>\$ -</b>              |
| 2XX Actuals      | \$ 1,781,636             | \$ 32,400                 | \$ 721,157               | \$ 11,717                      | \$ 665,500               | \$ 36,798                          |                          |                                        |                          |                                    |                          |                           | \$ 98,512                | \$ -                     |
| 2XX Encumbrances | \$ -                     | \$ 744,007                | \$ -                     | \$ 320,936                     | \$ -                     | \$ 443,175                         |                          |                                        |                          |                                    |                          |                           | \$ -                     | \$ -                     |
|                  | <b>\$ 1,005,229</b>      | <b>\$ 776,407</b>         | <b>\$ 388,514</b>        | <b>\$ 332,644</b>              | <b>\$ 185,527</b>        | <b>\$ 479,973</b>                  | <b>\$ -</b>              | <b>\$ -</b>                            | <b>\$ -</b>              | <b>\$ -</b>                        | <b>\$ -</b>              | <b>\$ -</b>               | <b>\$ 98,512</b>         | <b>\$ -</b>              |
| 3XX Actuals      | \$ -                     | \$ -                      | \$ -                     | \$ -                           | \$ -                     | \$ -                               |                          |                                        |                          |                                    |                          |                           |                          | \$ -                     |
| 3XX Encumbrances | \$ -                     | \$ -                      | \$ -                     | \$ -                           | \$ -                     | \$ -                               |                          |                                        |                          |                                    |                          |                           |                          | \$ -                     |
|                  | <b>\$ -</b>              | <b>\$ -</b>               | <b>\$ -</b>              | <b>\$ -</b>                    | <b>\$ -</b>              | <b>\$ -</b>                        | <b>\$ -</b>              | <b>\$ -</b>                            | <b>\$ -</b>              | <b>\$ -</b>                        | <b>\$ -</b>              | <b>\$ -</b>               | <b>\$ -</b>              | <b>\$ -</b>              |
| 4XX Actuals      | \$ -                     | \$ -                      | \$ 425,000               | \$ -                           | \$ -                     | \$ -                               |                          |                                        |                          |                                    |                          |                           | \$ 160,586               | \$ -                     |
| 4XX Encumbrances | \$ -                     | \$ -                      | \$ 425,000               | \$ -                           | \$ -                     | \$ -                               |                          |                                        |                          |                                    |                          |                           | \$ -                     | \$ -                     |
|                  | <b>\$ -</b>              | <b>\$ -</b>               | <b>\$ 425,000</b>        | <b>\$ -</b>                    | <b>\$ -</b>              | <b>\$ -</b>                        | <b>\$ -</b>              | <b>\$ -</b>                            | <b>\$ -</b>              | <b>\$ -</b>                        | <b>\$ -</b>              | <b>\$ -</b>               | <b>\$ 160,586</b>        | <b>\$ -</b>              |
| 6XX Actuals      | \$ -                     | \$ -                      | \$ -                     | \$ -                           | \$ -                     | \$ -                               |                          |                                        |                          |                                    |                          |                           | \$ 200,000               | \$ -                     |
| 6XX Encumbrances | \$ -                     | \$ -                      | \$ -                     | \$ -                           | \$ -                     | \$ -                               |                          |                                        |                          |                                    |                          |                           | \$ -                     | \$ -                     |
|                  | <b>\$ -</b>              | <b>\$ -</b>               | <b>\$ -</b>              | <b>\$ -</b>                    | <b>\$ -</b>              | <b>\$ -</b>                        | <b>\$ -</b>              | <b>\$ -</b>                            | <b>\$ -</b>              | <b>\$ -</b>                        | <b>\$ -</b>              | <b>\$ -</b>               | <b>\$ 200,000</b>        | <b>\$ -</b>              |
| 7XX Actuals      | \$ 84,687                | \$ -                      | \$ 50,000                | \$ -                           | \$ -                     | \$ -                               |                          |                                        |                          |                                    |                          |                           | \$ -                     | \$ -                     |
| 7XX Encumbrances | \$ -                     | \$ -                      | \$ -                     | \$ -                           | \$ -                     | \$ -                               |                          |                                        |                          |                                    |                          |                           | \$ -                     | \$ -                     |
|                  | <b>\$ 84,687</b>         | <b>\$ -</b>               | <b>\$ 50,000</b>         | <b>\$ -</b>                    | <b>\$ -</b>              | <b>\$ -</b>                        | <b>\$ -</b>              | <b>\$ -</b>                            | <b>\$ -</b>              | <b>\$ -</b>                        | <b>\$ -</b>              | <b>\$ -</b>               | <b>\$ -</b>              | <b>\$ -</b>              |
| <b>TOTAL:</b>    | <b>\$ 6,940,148</b>      | <b>\$ 4,519,381</b>       | <b>\$ 5,204,332</b>      | <b>\$ 3,611,720</b>            | <b>\$ 665,500</b>        | <b>\$ 479,973</b>                  | <b>\$ -</b>              | <b>\$ -</b>                            | <b>\$ 1,650,714</b>      | <b>\$ 72,705</b>                   | <b>\$ 500,000</b>        | <b>\$ -</b>               | <b>\$ 1,125,598</b>      | <b>\$ -</b>              |
|                  | <b>2,420,767</b>         |                           | <b>1,592,612</b>         |                                | <b>185,527</b>           |                                    |                          |                                        | <b>1,558,009</b>         |                                    | <b>500,000</b>           |                           | <b>1,125,598</b>         |                          |

### Amendment No. 1 to Grant No. 38434

This is Amendment No. 1 to Grant No. 38434, effective July 1, 2025 (as amended from time to time, the “Grant”), between the State of Oregon, acting by and through its Department of Education (“Agency”) and Reedsport SD 105 (“Grantee”) each a “Party” and together, the “Parties”. This Amendment is effective on the date signed by all Parties and upon receipt of all approvals necessary for signing (“Amendment Effective Date”).

#### RECITALS

The purpose of this Amendment No. 1 is to:

1. Amend Section 6 (Grant Funds) to increase the Total Not-to-Exceed Grant Funds to include Grant Year 2 (GY 2) funding.
2. Amend Exhibit A, Section 5 (Reporting Requirements).

#### AMENDMENT

The Grant is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~striketrough~~):

1. Section 6: (Grant Funds) is amended as follows:

Agency will pay the Grant Funds from monies available through the Act and the Statewide Education Initiatives Account (together, the “Funding Source”).

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to the amounts listed in the table below (“Grant Funds”):

| <b><u>Grant Year (GY)<br/>Allocation</u></b> | <b>Performance Period</b>                                  | <b>Biennial<br/>Not-to-Exceed Amount</b> |
|----------------------------------------------|------------------------------------------------------------|------------------------------------------|
| GY 1 (2025-2026)                             | July 1, 2025 – June 30, 2027                               | \$195,581.76                             |
| GY 2 (2026-2027)                             | July 1, <del>2026</del> <b><u>2025</u></b> – June 30, 2027 | TBD <b><u>\$208,115.01</u></b>           |
| <b>Total Not-to-Exceed Grant Funds</b>       |                                                            | <b><u>\$403,696.77</u></b>               |

Funding for the GY 2 will be added by amendment

2. Exhibit A, Section 5 (Reporting Requirements) is amended as follows:

### SECTION 5: REPORTING REQUIREMENTS

The Grantee must submit financial and performance progress reports by the following dates for each fiscal year of the biennium:

- Quarter 1 – Due November 15 (~~reporting on July 1 – September 30~~**Submit annual budget for the current fiscal year**)
- Quarter 2 – Due February 15 (~~reporting on October~~**July 1 – December 31**)
- Quarter 4 / Annual Report – Due ~~August 15~~**September 30** (reporting on January 1 - June 30)

If the Performance Period begins prior to the Executed Date, any reports for Project activities shown in this Exhibit A as due prior to the Executed Date must be submitted to the Agency within 30 days of the Executed Date, if not already provided to Agency. Grantee will not be in default for failure to perform any reporting requirements prior to the Executed Date.

The Grantee shall supply any related or additional reports and information as Agency may reasonably require.

Except as expressly amended above, all other terms and conditions of the Grant are still in full force and effect. Grantee certifies that the representations, warranties and certifications contained in the Grant are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Amendment.

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Amendment electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Amendment, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates set forth below.

**STATE OF OREGON acting by and through its Department of Education**

By: Michelle Choate  
Contracting Officer

08/07/2026  
Date

**Reedsport SD 105**

By:   
Authorized Signature  
Jon Zwemke  
Printed Name  
93-0565903  
Federal Tax ID Number

8/26/26  
Date  
Superintendent  
Title

**Approved for Legal Sufficiency in accordance with ORS 291.047**

By: Nina Englander  
Sr. Assistant Attorney General

08/06/2026  
Date



**Amendment No. 1 to Grant No. 39288**

This is Amendment No. 1 to Grant No. 39288, effective July 1, 2025 (as amended from time to time, the "Grant"), between the State of Oregon, acting by and through its Department of Education ("Agency") and Reedsport SD 105 ("Grantee") each a "Party" and together, the "Parties". This Amendment is effective on the date signed by all Parties and upon receipt of all approvals necessary for signing ("Amendment Effective Date").

**RECITALS**

This Amendment supports implementation of Senate Bill 141 (2025) by incorporating Performance Growth Targets (PGTs) into the Grant beginning with the 2026-27 school year and establishing the transition from Longitudinal Performance Growth Targets (LPGTs), and reflects updates to Grant funding for 2026-2027 school year, with an increase of \$5,957.43.

**AMENDMENT**

The Grant is amended as follows:

1. Section 6: GRANT FUNDS, is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by strikethrough):

In accordance with the terms and conditions of this Grant, Agency will provide the Grantee the following amounts ("Grant Funds"): the full 2025-27 biennial allocation and a projected Quarter 1 disbursement for the 2027-29 biennium.

| Grant Period                                                                                                | Performance Period                | Amount                                                    |
|-------------------------------------------------------------------------------------------------------------|-----------------------------------|-----------------------------------------------------------|
| <b>2025-27 Total Biennial Allocation (TBA)</b>                                                              | July 1, 2025 – June 30, 2027      | <del>\$1,379,680.10</del><br><b><u>\$1,385,637.53</u></b> |
| Less: 2025-27 Q1 projected amount made available under Agreement number 34523(the "Prior Grant Agreement.") | July 1, 2025 – June 30, 2027      | (\$183,005.88)                                            |
| <b>2025-26 Year 1 – Allocation - CURRENT</b>                                                                | July 1, 2025 – June 30, 2027      | \$493,037.37                                              |
| <b>2026-27 Year 2 – Allocation - RESERVED (not yet released)</b>                                            | July 1, 2025 – June 30, 2027      | \$703,636.85<br><b><u>\$709,594.28</u></b>                |
| <b>2027-29 Quarter 1 projected (2027-29 Q1)</b>                                                             | July 1, 2027 – September 30, 2027 | \$180,606.37                                              |
| <b>Total Grant Funds ( 2025-27 Current and Reserved Allocation + 2027-29 Q1 Projection)</b>                 |                                   | <del>\$1,377,280.59</del><br><b><u>\$1,383,238.02</u></b> |

The line items provided in the table above have the following meanings:

1. TBA equals the total final allocation for 2025 -27 based on the final approved budget.
2. 2025-27 Q1 amount reflects the portion of the 2025-27 biennium projected and made available under the Prior Grant Agreement.
3. 2025-26 Year 1 Allocation - CURRENT represents the portion of the 2025-27 TBA ~~remaining after subtracting the amount already made available under the Prior Grant Agreement. These funds are~~ authorized for disbursement during year 1 of the biennium.
4. 2026-27 Year 2 Allocation. - ~~RESERVED~~ represents the portion of the 2025-27 TBA that is identified for disbursement in Year 2, but not yet released. Disbursement of this amount is contingent upon written authorization from Agency confirming funds are available for release. These funds were released pursuant to written authorization from Agency.
5. 2027-29 Quarter 1 is a projection and will be disbursed subject to the provisions in Exhibit A. The terms and conditions of this Grant apply to the use of these funds. While this allocation is administered under this Grant, its period of performance under this Grant will roll into the full 2027-29 biennial period of performance under the subsequent grant agreement.
6. Total Grant Funds include both the current biennium allocation and the projected 2027-29 Q1 amount.

Agency will pay the Grant Funds from monies available in the Student Investment Account ("Funding Source"). A reduction in the monies in the Funding Source may result in a decrease in Grant Funds available to Agency and a reduction in disbursements to Grantee under this Grant.

2. Exhibit A of the Grant is deleted and replaced in its entirety with the following revised and attached Exhibit A, effective as of the Amendment Effective Date.
3. Exhibit B of the Grant is deleted and replaced in its entirety with the following revised and attached Exhibit B, effective as of the Amendment Effective Date.

Except as expressly amended above, all other terms and conditions of the Grant are still in full force and effect. Grantee certifies that the representations, warranties and certifications contained in the Grant are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Amendment.

[This space intentionally left blank.]

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Amendment electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Amendment, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates set forth below.

**STATE OF OREGON acting by and through its Department of Education**

By: Michelle Choate  
Contracting Officer

07/10/2026  
Date

**Reedsport SD 105**

By:   
Authorized Signature

08/04/26  
Date

Jon Zwemke  
Printed Name

Superintendent  
Title

93-0565903  
Federal Tax ID Number

**Approved for Legal Sufficiency in accordance with ORS 291.047**

By: Nina Englander  
Sr. Assistant Attorney General

07/10/2026 via email  
Date

## **EXHIBIT A THE PROJECT**

### **SECTION I. BACKGROUND AND GOALS**

Signed into law in May of 2019, the Student Success Act (SSA) is a historic opportunity for Oregon schools. The law is rooted in equity, authentic community engagement and shared accountability for student success.

SSA established the Student Investment Account (SIA) to provide Oregon school districts, eligible charter schools, YCEP, and JDEP with access to non-competitive grant funds. Each SIA applicant is required to collaborate with educators, students, families, and their community to develop a plan that outlines priorities and activities aligned to the allowable uses defined in law.

The SIA grants are designed to achieve two primary purposes:

- 1) Meeting students' mental and behavioral health needs, and
- 2) Increasing academic achievement and reducing academic disparities for students from racial or ethnic groups that have historically experienced academic disparities; students with disabilities; English language learners; economically disadvantaged students; students who are homeless; and students who are foster children.

Achievement of these purposes will be measured through:

- Progress Markers;
- For the 2025-26 school year, Longitudinal Performance Growth Targets (LPGTs); and
- Beginning with the 2026-27 school year, Performance Growth Targets (PGTs), in accordance with SB 141 (2025).

Progress Markers are distinct from LPGTs and PGTs and remain a separate component of measurement. Progress Markers continue throughout the period of performance as a component of monitoring and continuous improvement.

These measures form the basis for the activities, outcomes, and reporting requirements described in the following sections of this Exhibit A and, as applicable, Exhibit B.

### **SECTION II. PROJECT DEFINITIONS**

The following capitalized terms have the meanings assigned below for purposes of Exhibits A and B. Definitions are derived from the Act, applicable administrative rules, and the Guidance for Eligible Applicants issued by the Agency.

**“Act”** means the “Student Success Act” codified in 2019 Oregon Laws Chapter 122, as amended from time to time, inclusive.

**“Allowable Project Costs”** means Grantee’s actual costs that are reasonable, necessary, and directly related to the implementation of the Integrated Plan and are allowable uses of the Grant Funds under the Act.

**“Baseline Targets”** means the minimum expectations for improvement set forth in the Integrated Plan by the district in either: (i) raising academic achievement or (ii) reducing academic disparities and closing gaps, as further defined in the December 2019 “Guidance for Eligible Applicants”.

**“Common Metrics”** means the Five-Year Completion Rate, Third-Grade Reading Proficiency Rate, Ninth-Grade On-Track Rate, Regular Attendance Rate, and Four-Year On-Time Graduation rate used by the Agency to measure the success of activities funded by the SIA.

**“Disaggregated”** has the meaning given in section 12(a) of the Act.

**“Five-Year Completion Rate”** has the meaning given in section 12(b) of the Act.

**“Focal Student Groups”** means students from racial or ethnic groups that have historically experienced academic disparities, students with disabilities, English language learners, students who are economically disadvantaged, students who are homeless and students who are foster children.

**“Four-Year on-Time Graduation Rate”** means the percentage of students who received a high school diploma or a modified diploma within four years of the student beginning the ninth grade.

**“Gap Closing Targets” or “Closing Gap Targets”** means the reduction of academic disparities between groups of students especially for Focal Student Groups set forth in the Integrated Plan based on the February 2022 “Aligning for Student Success: Integrated Guidance for Six ODE Initiatives”.

**“Integrated Programs”** means the integration of the following nine programs: High School Success (HSS), Student Investment Account (SIA), Continuous Improvement Planning (CIP), Career and Technical Education-Perkins V (CTE), Every Day Matters (EDM), Early Indicators Intervention Systems (EIS), Early Literacy School District Success Grants, Federal School Improvement (FSI) and Career Connected Learning. Together operationally, integrating these programs creates opportunities to improve outcomes and learning conditions for students and educators. Working within existing state statutes and administrative rules, Agency developed an Integrated Programs framework for success that meets the core purpose of each program while trying to create a stronger framework from which progress, long-term impact, and learning approach to monitoring and evaluation is a hallmark of high-performing educational systems. This work is informed through Integrated Guidance.

**“Integrated Plan”** means the Grantee’s approved biennial plan developed following the Integrated Guidance, which includes the SIA, which has a focus on increasing academic achievement by all students, reducing academic disparities for identified student groups, and meeting students’ mental and behavioral health needs in addition to other needs deemed important at each school, stated outcomes, strategies, and activities The Integrated Plan may only be adjusted with approval from ODE staff in order to align with the anticipated outcomes and approved by Agency.

**“Local Optional Metrics”** are optional metrics established in addition to the 5 common metrics that are designed to allow grantees to monitor progress connected to their outcomes.

**“Longitudinal Performance Growth Targets (LPGTs)”** means the required common metrics and optional locally defined metrics, including targets related to student mental and behavioral health needs, included in Grantee’s Integrated Plan.

**“Ninth-grade On-Track Rate”** has the meaning given in section 12(d) of the Act.

**“Performance Growth Targets (PGTs)”** means targets developed by the Grantee to measure a Grantee’s progress toward statewide metric targets, based on longitudinal student data and in accordance with ORS 327.190 and Sections 2-6 of Senate Bill 141 (2025). PGTs are developed in collaboration with the Agency and are subject to Agency review and acceptance. PGTs include measures of overall student outcomes and disaggregated student group outcomes and are established to support continuous improvement and accountability.

**“Progress Markers”** means sets of indicators set forth as a part of the Integrated Programs and guidance that identify the kinds of changes the Agency expects to see in policies, practices and approaches that support improved student outcomes.

**“Regular Attendance Rate”** has the meaning given in section 12(f) of the Act.

**“SIA Account”** means the Student Investment Account established, pursuant to ORS 327.175, within the Fund for Student Success for the purpose of distributing grants under ORS 327.195.

**“Stretch Targets”** means significant improvement set forth in the Integrated Plan by the district in either: (I) raising academic achievement or (ii) reducing academic disparities and closing gaps, as further described in the December 2019 “Guidance for Eligible Applicants”.

**“Third-Grade Reading Proficiency Rate”** has the meaning given in section 12(g) of the Act.

### **SECTION III. PERFORMANCE GROWTH TARGETS (SB 141 Alignment)**

#### **Performance Growth Targets (2026 – 2027 and beyond)**

##### **1. Transition from LPGTs**

The LPGTs required by this Grant, as set forth in Exhibit B, shall remain applicable throughout the 2025-26 school year and shall expire at the conclusion of that school year.

##### **2. Applicability of PGTs**

Beginning with the 2026-27 school year, PGTs shall apply.

##### **3. Agency Maintenance and Availability**

The Agency shall:

- Maintain the official record of Grantee’s PGTs;
- Provide Grantee with its finalized PGTs; and

- Make statewide, cluster, and Grantee-specific targets available through Agency-managed systems and/or publicly accessible reporting platforms.

#### **4. Development and Posting**

PGTs are developed collaboratively by the Grantee and the Agency. PGTs are subject to Agency review and acceptance and will be posted to the Agency's system of record. Posting constitutes provision to the Grantee, and upon posting, the PGTs become part of this Agreement and are enforceable under this Agreement.

### **SECTION IV. PROJECT ACTIVITIES**

#### **Integrated Plan Implementation**

Agency will disburse Grant Funds for Allowable Project Costs that implement Grantee's approved Integrated Plan during the Performance Period, in accordance with the allowable uses and activities described in the Act and as further detailed in the "Allowable Use of Grant Funds" section below.

#### **Allowable Use of Grant Funds**

Grantee must use the Grant Funds only for:

1. Increasing instructional time, which may include:
  - More hours or days of instructional time;
  - Summer programs;
  - Before-school or after-school programs; or
  - Technological investments that minimize class time used for student assessments.
2. Addressing students' health or safety needs, which may include:
  - Social-emotional learning and development;
  - Student mental and behavioral health;
  - Improvements to teaching and learning practices or organizational structures that lead to better interpersonal relationships at the school;
  - Student health and wellness;
  - Trauma-informed practices;
  - School health professionals and assistants;
  - Facility improvements directly related to improving student health or safety.
3. Reducing class sizes, which may include:
  - increasing the use of instructional assistants, by using evidence-based criteria to ensure appropriate student-teacher ratios or staff caseloads.
4. Expanding availability of and student participation in well-rounded learning experiences, which may include:
  - Developmentally appropriate and culturally responsive early literacy practices and programs in prekindergarten through third grade;
  - Culturally responsive practices and programs in grades six through eight, including learning, counseling and student support that is connected to colleges and careers;
  - Broadened curricular options at all grade levels, including access to:
  - Art, music, and physical education classes;
  - Science, technology, engineering, and mathematics (STEM) education;

- Career and technical education, including career and technical student organization programs;
- Electives that are engaging to students;
- Accelerated college credit programs, including dual credit programs, International Baccalaureate programs and advanced placement programs;
- Dropout prevention programs and transition supports;
- Life skills classes;
- Talented and gifted programs;
- Access to licensed educators with a library media endorsement

Administrative costs shall not exceed 5% or \$500,000 annually, whichever is less, of Grantee's total expenditures. Administrative costs may include ongoing community engagement and costs associated with the administration of the grant.

## SECTION V. REPORTING REQUIREMENTS

Grantee must submit financial and performance progress reports for each fiscal year of the biennium, using templates provided by the Agency, according to the schedule below.

| Reporting Period     | Due Date     | Deliverable                                                                                                                                                                                                                                                                                                                                                                  |
|----------------------|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| July 1 – June 30     | November 15  | Submit annual budget for the current fiscal year.                                                                                                                                                                                                                                                                                                                            |
| July 1 – December 31 | February 15  | Submit financial and performance progress report. The Financial Audit must be presented at an open meeting with opportunity for public comment (not consent agenda) (ORS 327.201(1)(b)(B)).                                                                                                                                                                                  |
| January 1 – June 30  | September 30 | Submit financial report of expenditures, AND Annual Report (narrative responses). The Annual Report must be presented to the governing board at an open meeting, with an opportunity for public comment (not on a consent agenda). Grantee must post the Annual Report on its website and make it available at the main office, in accordance with ORS 327.201(1)(b)(A)-(B). |

If the Performance Period begins prior to the Executed Date, any reports for Project activities shown in this Exhibit A as due prior to the Executed Date must be submitted to the Agency within 30 days of the Executed Date, if not already provided to Agency. Grantee will not be in default for failure to perform any reporting requirements prior to the Executed Date.

Grantee shall supply any related or additional reports and information as Agency may require.

The Agency will monitor and evaluate Grantee's progress toward Progress Markers, LPGTs (for the 2025-26 school year), and PGTs (beginning with the 2026-27 school year), as described in Exhibit B, in accordance with ODE guidance and the monitoring provisions of this Grant.

### SIA Grant Monitoring

The Agency will monitor Grantee's performance under this Grant in person, video conferencing or by phone. Agency will provide written notice to Grantee, as provided in Section 19.4 of the Grant, at

least 15 days in advance of Agency’s monitoring activities and will schedule in person visits, video conferencing and phone calls.

A Grant monitoring visit or call may cover a variety of topics at Agency’s discretion including but not limited to: Grantee’s compliance with the SIA Account purposes; challenges faced by the Grantee in implementing its Plan; Integrated Plan outcomes; its budget and expenditure of moneys received from the SIA Account, Grantee’s progress toward achieving its Progress Markers; financial reporting, any expenditure changes, and reconciliation of Grant Funds; or Grantee’s training and technical assistance needs.

Before an on-site visit, the Agency will advise Grantee on how to prepare for the monitoring visit and financial reconciliation, the format for the visit, and which Grantee organizational leaders, staff or others should be involved in the visit. Once a date and time are confirmed, the Grantee should send a notification to its organizational leaders, staff, students and community partners who are expected to participate; identify a meeting location and prepare all necessary monitoring documents and data.

The department may establish a procedure for conducting performance audits on a random basis or based on just cause as allowed under rules adopted by the board. If Grantee does not use the Grant Funds for Allowable Project Costs, the Agency may exercise the remedies provided in Section 16 or 17 of this Grant, including, without limitation, deducting amounts from future disbursements of Grant Funds.

Each grant recipient must conduct a performance review at least once every four years in accordance with standards adopted in board rule (OAR 581-014-0013) to ensure accountability and continuous improvement of SIA-funded activities.

## SECTION VI. DISBURSEMENT

### Disbursement of Grant Funds

Agency will disburse the Grant Funds using its Electronic Grants Management System (“EGMS”), on a quarterly basis as outlined below:

| Quarter    | Disbursement Date | Quarterly Disbursement Amount/%                                                                         |
|------------|-------------------|---------------------------------------------------------------------------------------------------------|
| Q1         | July 1, 2025      | Variable projection (made available under prior agreement; <i>may differ from the projected 12.5%</i> ) |
| Q2         | October 1, 2025   | True-Up / Adjustment to reconcile Q1 difference ( <i>ensures Q1 + Q2 equals 25% of TBA</i> )            |
| Q3         | January 1, 2026   | 12.5%                                                                                                   |
| Q4         | April 1, 2026     | 12.5%                                                                                                   |
| Q5         | July 1, 2026      | 12.5%                                                                                                   |
| Q6         | October 1, 2026   | 12.5%                                                                                                   |
| Q7         | January 1, 2027   | 12.5%                                                                                                   |
| Q8         | April 1, 2027     | 12.5%                                                                                                   |
| 2027-29 Q1 | July 1, 2027      | 12.5% (Projected) of 2027–29 Biennium                                                                   |

Disbursements outlined in the table above are subject to the following:

1. If this Grant is not fully executed by October 1, the Agency will disburse the Grant Funds due for disbursement within 30 days of the Execution Date.
2. Disbursements will be made as advance payments, not reimbursements.
3. Q3 – Q8 disbursements are 12.5% of the TBA, plus any unclaimed amounts from the prior quarter disbursements.
4. Grantees are encouraged to draw down funds according to the schedule. **All funds for 2025-27 Q1 – Q8 must be drawn down and expended by June 30, 2027.**
5. Any 2025-27 Grant Funds that are not expended by the Grantee by June 30, 2027 must be returned to Agency for deposit in the Student Investment Account.
6. Any 2027-29 Q1 Grant Funds that are not expended by the Grantee by June 30, 2029, must be returned to the Agency for deposit in the Student Investment Account.

### **Allocation and Projections**

1. By April 30, 2027, Grantee shall submit to the Agency an Integrated Plan and Budget for subsequent biennium (2027-29). This Integrated Plan and Budget must describe how Grantee will utilize the Grant Funds allocated for 2027-29 Q1.
2. The amount of Grant Funds allocated for 2027-29 Q1 is based on projections for the continued implementation and sustainability of the approved Integrated Plan, anticipating ongoing efforts to achieve the established Progress Markers. These funds are intended to support continued activities and initiatives, ensuring continuity in programmatic efforts aimed at achieving the specified objectives.
3. The amount of Grant Funds allocated above for 2027-29 Q1 will be considered in determining the subsequent Q1 allocation in the next biennium (July 1, 2027 – June 30, 2029). Any differences between projected and actual Q1 disbursements will be reconciled in the Q2 disbursement to balance total funding across the biennium.
4. The utilization of 2027-29 Q1 funds allocated under this Agreement will be documented in the subsequent grant agreement, if executed, covering the 2027–29 biennium.

## EXHIBIT B COMMON AND CUSTOMIZED PERFORMANCE FRAMEWORK

### SECTION VII. PROGRESS MARKERS FOR 2025-2027 BIENNium

The Progress Markers outlined in this Exhibit B provide a framework for measuring the outcomes and activities described in Exhibit A. They support a developmental approach to evaluation, focusing on the types of changes that result from distinct investments. Grantees will provide updates toward these Progress Markers through the quarterly and annual reports. The fifteen Progress Markers below are organized into three categories: A ‘Start to See,’ B ‘Gaining Traction,’ and C ‘Profound Progress,’ representing advancement from early signs of progress to substantial and transformational changes.

- A. “Start to See: Early Signs of Progress”** Based on your investments and activities, what changes or contributions are you noticing? What practices are improving?
- B. “Gaining Traction: Intermediate Changes”** Based on your investments and activities, are you seeing any of these impacts?
- C. “Profound Progress: Substantial and Significant Changes”** Based on your investments and activities, are any of these more transformational changes noticeable?

#### A. Start to See: Early Signs of Progress

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Community engagement is authentic, consistent, and ongoing. The strengths that educators, students, families, focal groups, and tribal communities bring to the educational experience informs school and district practices and planning.                                                                                                                                                                                          |
| 2 | Equity tools are utilized in continuous improvement cycles, including the ongoing use of an equity lens or decision-tool that impacts policies, procedures, people/students, resource allocation, and practices that may impact grading, discipline, and attendance.                                                                                                                                                                |
| 3 | Data teams are formed and provided time to meet regularly to review disaggregated student data in multiple categories (grade bands, content areas, attendance, discipline, mental health, participation in advanced coursework, formative assessment data, etc.). These teams have open access to timely student data and as a result decisions are made that positively impact district/school-wide systems and focal populations. |
| 4 | Schools and districts have an accurate inventory of literacy assessments, tools, and curriculum being used, including digital resources, to support literacy (reading, writing, listening, and speaking). The inventory includes a review of what resources and professional development are research-aligned, formative, diagnostic, and culturally responsive.                                                                    |

#### B. Gaining Traction: Intermediate Changes

|   |                                                                                                                                                                                                                                                                                                                                                                                                                |
|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5 | Two-way communication practices are in place, with attention to mobile students and primary family languages. Families understand approaches to engagement and attendance, literacy strategy, math vision, what “9th grade on-track” means, graduation requirements, access to advanced/college-level courses and CTE experiences, and approaches to supporting student well-being and well-rounded education. |
|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6  | Student agency and voice is elevated. Educators use student-centered approaches and instructional practices that shift processes and policies that actualize student and family ideas and priorities.                                                                                                                                                                                                                                                                                                                                                                             |
| 7  | Action research, professional learning, data teams, and strengths-based intervention systems are supported by school leaders and are working in concert to identify policies, practices, or procedures informed by staff feedback to meet student needs, including addressing systemic barriers, the root-causes of chronic absenteeism, academic disparity, and student well-being. These changes and supports are monitored and adjusted as needed.                                                                                                                             |
| 8  | Comprehensive, evidence-informed, culturally responsive literacy plans, including professional development for educators, are documented and communicated to staff, students (developmentally appropriate), and families. Literacy plans and instruction are evaluated and adjusted to deepen students' learning. Digital resources are being used with fidelity to advance learners' engagement with instruction.                                                                                                                                                                |
| 9  | A review of 9th grade course scheduling, as it relates to on-track status for focal student groups, accounts for core and support core class placement. School staff ensure emerging bilingual students are enrolled in appropriate credit-bearing courses that meet graduation requirements.                                                                                                                                                                                                                                                                                     |
| 10 | Foundational learning practices that create a culturally sustaining and welcoming climate are visible. This includes practices that ensure safe, brave, and welcoming classrooms, schools and co/extracurricular environments. Strengths-based, equity-centered, trauma and SEL-informed practices are present and noticeable. Policies and practices prioritize health, well-being, care, connection, engagement, and relationship building. Multiple ways of being are supported through culturally affirming and sustaining practices for students, staff, and administrators. |

### C. Profound Progress: Substantial and Significant Changes

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11 | Schools strengthen partnerships with active community organizations and partners, including local public health, mental health, colleges, workforce development boards, employers, labor partners, faith communities, Tribal nations, and other education partners in order to collaboratively support students' growth and well-being. Characteristics of strong partnerships include mutual trust and respect, strengths-based and collaborative approaches, clear communication around roles, and shared responsibilities and decision-making power. |
| 12 | Financial stewardship reflects high-quality spending with accurate and transparent use of state and federal funds in relationship to a comprehensive needs assessment, disaggregated data, and the priorities expressed by students, families, communities, business, and Tribal partners in resource allocation and review.                                                                                                                                                                                                                            |
| 13 | Students and educators experience a well-rounded and balanced use of assessment systems that help them identify student learning in the areas of the Oregon State Standards. Educators understand how to assess emerging multilingual students' assets to inform gauging progress.                                                                                                                                                                                                                                                                      |
| 14 | Policies, practices, and learning communities address systemic barriers. Schools and districts have a process to identify, analyze, and address barriers that disconnect students from their educational goals, impact student engagement or attendance, and/or impede students from graduating on-time or transitioning to their next steps after high school. Staff members are consistently engaging in action research, guided by student's strengths and interests, to improve their practice and advance professional learning.                   |
| 15 | Schools create places and learning conditions where every student, family, educator and staff member is welcomed, where their culture and assets are valued and supported, and where their voices are integral to decision making. Instruction is monitored and adjusted to advance and deepen individual learners'                                                                                                                                                                                                                                     |

knowledge and understanding of the curriculum. Educators are empowered with agency and creativity. Communities are alive with visions, stories, and systems of vitality, wholeness, and sustainability.

## **SECTION VIII. FINALIZED CO-DEVELOPED LPGTs**

The Longitudinal Performance Growth Targets (LPGTs) include baseline, stretch, and gap-closing targets for each of the common metrics. These targets center focal student groups while supporting public transparency and learning.

The LPGTs, including all associated tables and data previously set forth in this Section, are incorporated by reference and are not restated in this Amendment.

The parties further acknowledge that LPGTs apply through the 2025–26 school year and sunset June 30, 2026. The sunset of LPGTs does not affect the validity of the previously established targets or their use for reporting, accountability, or audit purposes for the applicable period.

Progress toward meeting these LPGTs will be included in the Annual Report for the 2025–26 school year.

## **SECTION IX. APPROVED LOCAL OPTIONAL METRICS (if applicable)**

Local optional metrics are designed to allow grantees to set and monitor metrics connected to outcomes they have described in their Integrated Plan.

The Local Optional Metrics, including all associated tables and data previously set forth in this Section, are incorporated by reference and are not restated in this Amendment.

The parties further acknowledge that Local Optional Metrics apply through the 2025–26 school year and sunset June 30, 2026. The sunset of Local Optional Metrics does not affect the validity of the previously established targets or their use for reporting, accountability, or audit purposes for the applicable period.

## **SECTION X. PERFORMANCE GROWTH TARGETS (PGTs)**

PGTs will be developed in accordance with Senate Bill 141 (2025) and apply beginning with the 2026–27 school year.

PGTs will be established by Grantee in collaboration with the Agency, subject to Agency review and approval, and maintained by the Agency as part of its official system of record.

# **Reedsport School District**

## **Draft Strategic Planning Packet**

### **2026–2031 Strategic Plan**

---

## **Executive Summary**

The Reedsport School District Strategic Planning process was designed to create a shared vision and strategic direction for the next five years. Through stakeholder engagement, district performance analysis, and collaborative planning sessions, students, staff, families, board members, community partners, and city leadership identified the district's strengths, opportunities, aspirations, and desired results.

The planning process revealed a strong sense of pride in Reedsport schools, caring relationships between staff and students, and a commitment to supporting students and families. At the same time, district and state data identified significant challenges related to attendance, academic achievement, graduation outcomes, enrollment decline, and long-term accountability status.

Stakeholder engagement and district data consistently aligned around several key priorities:

- Student attendance and belonging
- Mental health and behavioral supports
- Academic achievement and future readiness
- Staff culture and retention
- Communication and transparency
- Family and community engagement
- Enrollment stability and district sustainability

This draft strategic plan establishes five strategic priorities intended to guide district work from 2026–2031:

1. Student Attendance, Belonging & Well-Being
2. Student Learning & Future Readiness
3. Staff Recruitment, Retention & Culture
4. Family & Community Partnership
5. Community Confidence, Enrollment & District Sustainability

This plan is intended to provide long-term direction and alignment for the district. Detailed implementation plans, operational timelines, and annual action steps will be developed through future district leadership and administrative planning processes.

## Planning Process

The Reedsport School District strategic planning process included:

- Review of district and state accountability data
- SOAR (Strengths, Opportunities, Aspirations, Results) stakeholder engagement sessions
- Student, staff, board, family, community, and city leadership input
- Strategic planning work sessions
- Community prioritization activities and theme clustering
- Attendance, graduation, assessment, and enrollment trend analysis

The process intentionally focused on identifying both district strengths and opportunities for growth while maintaining a future-focused, student-centered approach.

The strategic priorities included in this plan are grounded in:

- Stakeholder voice
- Accountability and performance data
- Community prioritization activities
- District improvement needs
- Long-term sustainability considerations

## District Data Snapshot

### Enrollment Trends

Reedsport School District enrollment declined from approximately 650 students in 2009–2010 to approximately 550 students in 2024–2025.

The district also experienced temporary periods of enrollment growth before returning to a declining trend, signaling that enrollment stabilization is possible with strong systems, programs, and community confidence.

### Attendance

Attendance continues to be one of the district's most significant barriers to student achievement.

Current data indicates:

- K–5 Regular Attenders: 57.1%
- State long-term goal: 93%

While attendance rates remain below state targets, recent data demonstrates early signs of improvement.

## **Academic Achievement**

Current statewide assessment performance remains below state goals:

- English Language Arts proficiency: 25.8%
- Mathematics proficiency: 16.4%

These indicators suggest the need for strengthened instructional systems, interventions, and aligned academic supports.

## **Graduation Rates**

Current district graduation outcomes remain below state expectations:

- Four-Year Graduation Rate: 63.5%

## **Accountability Status**

The district currently qualifies for Comprehensive Support under Oregon’s accountability system.

This designation reflects the need for sustained systems improvement and focused strategic action over time.

## **What We Heard During Engagement**

### **Strengths**

Stakeholders consistently identified:

- Strong student-staff relationships
- Caring and dedicated staff
- Small-school community culture
- Pride in local schools

- Commitment to students and families

## **Opportunities**

Stakeholders identified opportunities to:

- Improve student attendance and engagement
- Expand mental health and behavioral supports
- Improve communication and transparency
- Strengthen family involvement
- Improve staff culture and collaboration
- Expand learning opportunities and pathways
- Strengthen instructional systems and academic outcomes

## **Aspirations**

Stakeholders expressed a desire for:

- Students who feel safe, connected, and supported
- Strong academic preparation and future readiness
- Welcoming schools and family partnerships
- Stronger trust and communication across the district
- A positive and collaborative staff culture
- Increased community confidence in district direction

## **Desired Results**

Stakeholders identified the following desired outcomes:

- Improved attendance rates
- Increased graduation rates
- Higher staff retention
- Increased family engagement
- Improved communication and transparency
- Increased student belonging and engagement
- Improved academic performance
- Stronger community partnerships
- Stable enrollment and district sustainability

## **Vision**

Reedsport School District will cultivate safe, inclusive, and engaging schools where every student is known, supported, challenged, and prepared for success beyond graduation.

## **Mission**

Reedsport School District is committed to providing high-quality learning experiences, strong relationships, and supportive systems that empower every student to thrive academically, socially, emotionally, and personally.

## **Core Values**

- Student-Centered Decision Making
- Belonging & Relationships
- Equity & Access
- Collaboration & Trust
- Continuous Improvement
- Community Partnership
- Accountability & Transparency

## **Strategic Priority 1**

### **Student Attendance, Belonging & Well-Being**

#### **Goal Statement**

Reedsport School District will create safe, engaging, and supportive learning environments where students experience belonging, attend regularly, and are connected to caring adults and meaningful learning opportunities.

#### **Why This Matters**

Stakeholder engagement consistently identified mental health, student engagement, belonging, and attendance as critical district priorities. Attendance data indicates significant barriers to consistent student engagement, which directly impacts achievement and graduation outcomes.

## **5-Year Outcomes (By 2031)**

- Increase K–5 regular attendance rates from 57.1% to 75% or higher
- Reduce chronic absenteeism across all student groups
- Improve student belonging and climate survey results
- Reduce exclusionary discipline responses
- Increase student participation in extracurricular and engagement opportunities

## **Strategic Initiatives**

- Implement a districtwide attendance intervention framework
- Expand student mental health and behavioral support systems
- Strengthen MTSS and positive behavior support practices
- Develop student belonging and engagement initiatives
- Increase family partnerships related to attendance
- Establish early identification systems for attendance concerns

## **Success Indicators**

- Attendance rates
- Chronic absenteeism rates
- Student climate survey data
- Discipline referral and exclusionary discipline data
- Participation rates in school activities

# **Strategic Priority 2**

## **Student Learning & Future Readiness**

### **Goal Statement**

Reedsport School District will improve student achievement, graduation outcomes, and future readiness through aligned instruction, rigorous learning experiences, and expanded pathways for all students.

### **Why This Matters**

Academic achievement and graduation outcomes remain below state expectations. Students and community members expressed a desire for stronger instructional systems, expanded opportunities, and increased preparation for life after high school.

## **5-Year Outcomes (By 2031)**

- Increase ELA proficiency from 25.8% to 45% or higher
- Increase Math proficiency from 16.4% to 35% or higher
- Increase four-year graduation rate from 63.5% to 85% or higher
- Increase ninth-grade on-track indicators
- Expand career-connected learning and postsecondary opportunities

## **Strategic Initiatives**

- Develop aligned instructional expectations and practices K–12
- Strengthen PLC and data team structures
- Expand intervention systems in literacy and mathematics
- Increase career-connected learning and CTE opportunities
- Expand dual credit and postsecondary pathways
- Strengthen graduation monitoring and student support systems

## **Success Indicators**

- State assessment data
- Graduation rates
- Ninth-grade on-track data
- Postsecondary enrollment and pathway participation
- Student achievement growth data

# **Strategic Priority 3**

## **Staff Recruitment, Retention & Culture**

### **Goal Statement**

Reedsport School District will foster a collaborative, supportive, and growth-oriented culture that attracts, develops, and retains high-quality staff.

## **Why This Matters**

Stakeholders consistently identified staff culture, communication, support, and retention as important district priorities. Strong staff systems are essential for student success and district stability.

## **5-Year Outcomes (By 2031)**

- Improve annual staff retention rates
- Increase positive staff climate survey results
- Increase staff participation in professional learning
- Strengthen internal leadership development pathways
- Improve collaboration and communication across schools and departments

## **Strategic Initiatives**

- Develop mentorship and onboarding systems for staff
- Expand leadership development opportunities
- Strengthen collaborative staff structures
- Implement annual staff climate and culture surveys
- Increase recognition and celebration systems
- Improve internal communication structures

## **Success Indicators**

- Staff retention rates
- Staff climate survey data
- Professional learning participation
- Recruitment and hiring metrics
- Staff leadership participation

# **Strategic Priority 4**

## **Family & Community Partnership**

### **Goal Statement**

Reedsport School District will strengthen trust and partnership with families and the community through welcoming practices, transparent communication, and meaningful engagement.

## **Why This Matters**

Stakeholders identified communication, family involvement, and community connection as major priorities. Strong partnerships increase student success, trust, and long-term district stability.

## **5-Year Outcomes (By 2031)**

- Increase family engagement participation
- Improve community perception and trust indicators
- Increase two-way communication opportunities
- Reduce barriers to family involvement
- Increase community partnerships and volunteer opportunities

## **Strategic Initiatives**

- Develop consistent district communication protocols
- Expand family engagement opportunities
- Increase community listening and feedback opportunities
- Strengthen student and family voice structures
- Improve accessibility and inclusivity of communication
- Build partnerships with local organizations and businesses

## **Success Indicators**

- Family participation data
- Community survey data
- Communication engagement metrics
- Partnership participation rates
- Volunteer and engagement opportunities

# **Strategic Priority 5**

# **Community Confidence, Enrollment & District Sustainability**

## **Goal Statement**

Reedsport School District will strengthen community confidence, stabilize enrollment, and ensure long-term district sustainability through engaging programs, strong partnerships, and continuous improvement.

## **Why This Matters**

Long-term enrollment decline impacts funding, staffing, program opportunities, and district sustainability. Strengthening district systems and public confidence is essential for long-term success.

## **5-Year Outcomes (By 2031)**

- Stabilize and increase enrollment trends
- Improve student retention within the district
- Increase community confidence in district direction
- Improve accountability indicators across student groups
- Exit Comprehensive Support status

## **Strategic Initiatives**

- Conduct annual enrollment and program analysis
- Expand student programs and pathways that attract and retain families
- Strengthen strategic storytelling and celebration of success
- Develop annual strategic plan progress monitoring
- Align resources to strategic priorities
- Implement continuous improvement systems districtwide

## **Success Indicators**

- Enrollment trends
- Student retention rates
- Accountability ratings
- Community confidence survey data
- Strategic plan annual progress reports

# Implementation & Monitoring

The Reedsport School District Board of Directors will monitor progress toward strategic goals through quarterly reporting and district performance indicators. District leadership teams will develop implementation plans aligned to each strategic priority area and present them to the board.

The district will:

- Review progress quarterly
- Monitor data trends and outcomes
- Adjust strategies as needed
- Continue engaging stakeholders in continuous improvement efforts

The strategic plan is intended to establish district direction and priorities. Detailed implementation plans, timelines, and operational actions will be developed through future administrative planning processes.

## Board Feedback Questions

1. Do the strategic priorities reflect the engagement process and district data?
2. Are there any major priorities or themes missing from the draft?
3. Do the goal statements align with the board's vision for the future of Reedsport School District?
4. Are the proposed 5-year outcomes ambitious yet realistic?
5. Are there areas requiring additional clarification before final adoption?
6. Are there additional partnerships or community connections the board would like reflected in the final plan?

## Next Steps

Following board review and feedback, the district will:

- Revise the draft strategic plan as needed
- Finalize strategic priorities and outcomes
- Develop implementation structures and annual action plans
- Establish annual progress monitoring and reporting systems
- Present the final strategic plan for board adoption

## Closing Statement

The Reedsport School District Strategic Plan represents a shared commitment to students, families, staff, and the broader community. Through collaboration, accountability, and focused action, Reedsport will continue building a district where every student has the opportunity to succeed and thrive.



# Stakeholder Climate and Experience Study

*A strategic assessment of staff, family, student, and transfer-family experiences*

**PREPARED FOR** Jon Zwemke, Superintendent, and the Reedsport School District 105 Board of Directors

**PREPARED BY** Vince Adams | Oregon School Boards Association | Board Development Services

**SERVICE MODEL** Hourly, component-based engagement

**ANTICIPATED START** November 2026

PROPOSAL FOR DISCUSSION

## Proposal overview

Reedsport School District 105 is considering an independent stakeholder climate and experience study to better understand organizational conditions, family and student experiences, and opportunities for strategic improvement. The Oregon School Boards Association (OSBA) proposes a modular, mixed-method engagement that allows the superintendent and board to select the components that best match the district's needs, capacity, and available resources.

The proposed work is intentionally structured as a strategic organizational-improvement project. It is designed to establish a credible common fact base, identify patterns requiring attention, and support thoughtful district action. It is not designed to produce a predetermined conclusion, determine the credibility of individual observations, or function as an approval rating for any person or governing body.

**ESSENTIAL DISTINCTION** This project is not part of the superintendent's January 2027 evaluation. If the board seeks stakeholder feedback specifically aligned with superintendent performance standards, OSBA's Targeted Feedback Survey is a separate, established service and should be scoped independently.

## Proposed Component Menu

Each component may be selected independently. Foundational project design, confidentiality safeguards, data-transfer protocols, and reporting standards apply to every selected component. When the district selects multiple components, OSBA will also offer an integrated executive summary and presentation that synthesizes findings without collapsing important differences among stakeholder groups.

| Component                                | Primary purpose                                                                              | Relationship to other work                                                     |
|------------------------------------------|----------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| <b>Staff climate survey</b>              | Assess the prevalence and distribution of staff experiences across the district.             | Recommended quantitative foundation for any staff qualitative work.            |
| <b>Staff focus groups and interviews</b> | Explain staff survey patterns and provide context, nuance, and examples.                     | Best conducted after the staff survey; does not establish prevalence.          |
| <b>Current-family household survey</b>   | Assess current parent and guardian experiences, confidence, engagement, and risk of leaving. | Districtwide census with school-specific modules where response levels permit. |

| Component                                    | Primary purpose                                                                          | Relationship to other work                                                       |
|----------------------------------------------|------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| <b>Former/transfer-family study</b>          | Explore why known families withdrew or transferred during the previous two years.        | Separate population and methodology; may combine survey outreach and interviews. |
| <b>Student climate survey</b>                | Capture students' direct experiences of safety, belonging, support, fairness, and voice. | Online school-day survey for grades 4-12 using age-appropriate instruments.      |
| <b>Integrated synthesis and presentation</b> | Bring selected findings together for strategic interpretation and action.                | Available when the district selects two or more study components.                |

## Conditions for ethical and methodological integrity

Stakeholder research in a high-stakes governance environment can be distorted by unclear purpose, organized responding, selective reporting, or attempts to use perception data as proof of individual misconduct. Acceptance of the following conditions is therefore a requirement of OSBA's engagement.

1. **Strategic purpose, not executive evaluation.** The study will examine organizational climate and stakeholder experience for strategic improvement. Results may provide context for future leadership work, but they will not be scored or presented as evidence within the January 2027 superintendent evaluation.
2. **Assessment, not investigation.** The study cannot verify whether particular conversations occurred, adjudicate claims, establish individual credibility, or determine whether specific conduct violated law or policy. Concerns requiring fact-finding must be handled through an appropriate complaint or investigation process.
3. **Independence and noninterference.** OSBA will independently design, administer, analyze, and report the selected components. Board members, administrators, employees, and stakeholder groups may encourage participation, but may not campaign for particular answers, distribute uncontrolled survey links, coordinate responses, or attempt to influence participant selection.
4. **Confidential data custody.** OSBA will own and retain respondent-level survey data, analysis files, interview notes, and internal analytic work products. These materials are not district deliverables. The district will receive appropriately aggregated reports and, when selected, an integrated executive summary and presentation.
5. **Responsible interpretation.** Findings will be reported with participation information, methodological limitations, and appropriate subgroup thresholds. Survey findings will describe responding populations; qualitative findings will explain experiences but will not be represented as statistically generalizable.

6. **No raw comment release.** Open-ended comments will be reviewed, coded, and synthesized. OSBA will not provide a raw comment file or reproduce comments in ways that could identify respondents.
7. **Defined response pathway.** Before data collection begins, the district and OSBA will establish how participants will be directed to appropriate reporting channels for harassment, retaliation, threats, child-safety concerns, or other matters requiring an individual response.
8. **Right to pause.** OSBA may pause data collection or reporting if confidentiality, respondent safety, data integrity, or the independent administration of the study is materially compromised.

## Confidentiality and data protection

OSBA will make a clear confidentiality commitment to survey participants and will protect individual responses using the same general principles applied to OSBA's Targeted Feedback Survey service. The board, superintendent, and other district personnel will not receive respondent-level data or identifying response information. OSBA survey instruments, respondent-level data, interview records, internal analytic procedures, and associated work products will remain proprietary and in OSBA custody, except to the extent disclosure is legally required after appropriate review.

Survey confidentiality differs from qualitative confidentiality. Focus-group participants will be known to the facilitator and one another; OSBA will establish confidentiality expectations, but cannot guarantee that other participants will keep the discussion private. Individual interview participants will be known to the interviewer. Reports will synthesize qualitative findings, minimize quotation, and remove identifying details wherever reasonably possible.

The district may need to provide confidential staff, student, household, or former-family contact information. Before any transfer occurs, the district and OSBA will consult legal counsel regarding FERPA, applicable state law, district policy, data minimization, secure transfer, permitted use, retention, and disposition. OSBA will request only the information reasonably necessary to administer selected components and evaluate participation.

## Scope of available services

### 1. Staff climate survey

OSBA will invite all approximately 85 district employees to participate in a confidential online survey. A census invitation is appropriate because the workforce is small and sampling would reduce the district's ability to understand participation and variation across employee groups.

The survey may examine:

- Respectful treatment, organizational trust, psychological safety, and the ability to raise concerns.
- Communication, decision-making, consistency, fairness, workload, and organizational support.
- Confidence in immediate supervisors, school leadership, district leadership, and board governance when respondents have sufficient experience to judge.
- Direct personal experience, direct observation, and secondhand awareness of bullying, harassment, retaliation, or related conduct within a defined period.
- Knowledge of and confidence in complaint procedures, including perceived barriers to reporting and fear of retaliation.
- Employee engagement and intent to remain with the district.

OSBA will use controlled invitations or unique access credentials, provide targeted reminders, examine participation by broad employee category and school, and suppress subgroup reporting when numbers are too small to protect confidentiality or support responsible interpretation.

Deliverables include survey design, programming and testing, administration, reminders, analysis, and a staff climate findings report.

## 2. Staff focus groups and individual interviews

The qualitative component will be designed primarily to explain and deepen survey findings. OSBA anticipates one in-person day in the district with four facilitated focus groups: two groups for licensed staff and two groups for classified staff. Each group will include no more than eight participants and will run approximately 60-90 minutes. Providing equal opportunities for licensed and classified employees is an intentional equity and representation safeguard.

Virtual focus groups may be added to increase accessibility or reach employees unable to attend in person. Administrators and other employees whose roles could make them readily identifiable in a group setting may be invited to confidential individual interviews. Initial planning may assume approximately eight interviews, expandable to no more than 12 without an amended study design. All focus groups and interviews will be billed for actual professional and travel time.

Participants may be recruited through structured invitations, voluntary expressions of interest, or a combination of approaches established in the project charter. Because qualitative participants are not a probability sample, their views will be reported as explanatory themes rather than estimates of how many employees hold a particular view.

Deliverables include discussion protocols, recruitment guidance, facilitation, thematic analysis, and a staff qualitative findings report.

### 3. Current parent and guardian household survey

OSBA recommends inviting every unique household with a currently enrolled student. With an estimated 350-420 households, a census invitation provides the strongest practical opportunity to obtain useful districtwide results and sufficient responses for cautious comparison between Highland Elementary School and Reedsport Community Charter School.

The household survey may examine:

- Trust, communication, responsiveness, family voice, safety, belonging, academic expectations, and access to support.
- Confidence in teachers, school leadership, district leadership, and board governance when respondents have sufficient experience to judge.
- Whether a family has considered enrolling a child elsewhere, how seriously it has considered doing so, and the factors influencing that consideration.
- School-specific experiences through separate modules for Highland and RCCS when a household has children in one or both schools.

OSBA will use a deduplicated household frame, controlled invitations, and targeted follow-up. Results will be compared with available population characteristics to assess participation. School comparisons will be reported only when completed responses and confidentiality conditions support responsible interpretation. Differences between the schools cannot be attributed solely to school quality or charter status because the schools serve different grade spans and student populations.

Deliverables include survey design, programming and testing, administration, reminders, analysis, and a current-family findings report.

### 4. Former and transfer-family study

At the district's option, OSBA may examine households associated with students who withdrew or transferred during the previous two school years. The district must first determine what records exist, whether contact information remains usable, and which departures reflect a school choice rather than a household move outside the area.

The component may include a short survey of all identifiable eligible households and, if selected, a limited number of confidential interviews. Topics may include academic programs, special education,

relationships, communication, safety and belonging, discipline, transportation, childcare, extracurricular opportunities, family circumstances, and other factors affecting enrollment decisions.

This population will likely be small, difficult to contact, and subject to substantial nonresponse and recall limitations. Findings will therefore be presented as evidence about known participating former families, not as a definitive explanation for all district enrollment loss.

Deliverables may include frame review, survey and interview protocols, outreach, thematic analysis, and a former/transfer-family findings report.

## 5. Student climate survey

OSBA recommends an online census survey administered during the school day to students in grades 4-12. Separate upper-elementary and secondary instruments will use age-appropriate language and established school-climate constructs. Protected administration time can produce broader participation than an optional survey completed outside school.

The student survey may examine:

- Physical and emotional safety, belonging, respectful treatment, and relationships with adults and peers.
- Academic expectations, access to support, consistency and fairness, student voice, and confidence in seeking help.
- Whether students have considered attending another school and the factors influencing that consideration.

The district will be responsible for required notices or consent, access to students during the school day, and administration conditions that protect privacy and avoid staff influence over responses. OSBA and district counsel will confirm legal and policy requirements before administration.

Deliverables include two age-appropriate instruments, programming and testing, administration guidance, analysis, and a student climate findings report.

## 6. Integrated executive summary and board presentation

Each selected component will produce a concise methods-and-findings report. When the district selects multiple components, OSBA may prepare an integrated executive summary that identifies convergence, divergence, and strategic implications across stakeholder groups without treating unlike populations as interchangeable.

OSBA will also prepare a slide presentation and facilitate one board session to review findings, clarify limitations, and support responsible interpretation. Additional action planning, governance development, or facilitated work sessions may be scoped separately after the board receives the findings.

## Methodological approach

### Mixed methods and sequencing

The study will use surveys to assess patterns across defined populations and qualitative methods to understand how and why those patterns may exist. Where both staff components are selected, the staff survey should ordinarily precede the focus groups and interviews so that qualitative inquiry can address emerging findings rather than simply collect general commentary.

### Representation and reporting

- All staff, current-family, and student surveys will use defined eligibility frames rather than open public links.
- OSBA will document invitations, completed responses, broad participation patterns, exclusions, and known limitations.
- Subgroup results will be reported only when sample size, confidentiality, and response distribution are adequate.
- Qualitative findings will be coded thematically and clearly distinguished from quantitative estimates.
- Reports will avoid false precision, raw comment dumps, and conclusions that exceed the evidence.

### Interpretive limits

Climate reflects accumulated experiences and multiple organizational actors. Survey results may identify important conditions and stakeholder perceptions, but they do not by themselves establish causation or individual responsibility. A favorable pattern cannot disprove a specific allegation, and an unfavorable pattern cannot prove that a named individual committed misconduct. OSBA will state these limits directly in every report and presentation.

## Working timeline

The board has expressed interest in moving promptly, while the scope and safeguards require deliberate preparation. The following schedule begins foundational work in November and moves data collection into the winter. The exact sequence will depend on the components selected, legal review, data readiness, the school calendar, and OSBA capacity.

| Working period                                                                                                                                                                                                                                                                                                                                                                                        | Anticipated activity                                                                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| <b>November 2026</b>                                                                                                                                                                                                                                                                                                                                                                                  | Board selection of components; project charter; governance and confidentiality agreements; legal consultation; initial instrument planning. |
| <b>December 2026-January 2027</b>                                                                                                                                                                                                                                                                                                                                                                     | Roster and data preparation; secure transfer planning; survey programming and testing; communications and consent planning.                 |
| <b>Winter 2027</b>                                                                                                                                                                                                                                                                                                                                                                                    | Administration of selected staff, current-family, and student surveys; participation monitoring and targeted reminders.                     |
| <b>February-April 2027</b>                                                                                                                                                                                                                                                                                                                                                                            | Staff focus groups and interviews; optional former/transfer-family outreach; rolling analysis and component reports.                        |
| <b>Spring 2027</b>                                                                                                                                                                                                                                                                                                                                                                                    | Integrated executive summary, slide presentation, and board review session.                                                                 |
| <b>EVALUATION BOUNDARY</b> Although project design may begin before the January 2027 superintendent evaluation is complete, this study remains a separate strategic engagement. The climate study will not be converted into or reported as a component of that evaluation. A board request for evaluative stakeholder feedback must be handled through a separately scoped Targeted Feedback Survey. |                                                                                                                                             |

## District responsibilities

- Select the authorized components and designate one district liaison for logistics and scheduling.
- Participate in development and approval of the project charter while preserving OSBA's independence over instrument design, administration, analysis, and reporting.
- Provide accurate, deduplicated staff, household, student, and former-family records needed for selected components, using secure transfer procedures approved by legal counsel.
- Obtain legal guidance regarding FERPA, state law, district policy, consent or notice requirements, data-sharing terms, and appropriate complaint or safety-response protocols.
- Provide protected student administration time and suitable in-person focus-group space when those components are selected.

- Support neutral participation communications without directing, organizing, or monitoring individual responses.
- Maintain appropriate complaint, investigation, employee-support, and student-safety processes independent of the study.

## OSBA responsibilities

- Develop the project charter, component work plans, instruments, communication materials, and reporting rules.
- Administer selected surveys independently and protect confidential respondent information in OSBA custody.
- Facilitate selected focus groups and interviews using neutral protocols and clear confidentiality expectations.
- Analyze quantitative and qualitative information using methods appropriate to each population and data source.
- Produce a separate findings report for each selected component and, when authorized, an integrated executive summary and presentation.
- Explain methodological limitations and resist requests to draw conclusions that exceed the evidence.
- Coordinate with OSBA and district legal counsel on data-transfer, confidentiality, and escalation protocols before collection begins.

## Fees and billing

This engagement will be billed hourly. The district will purchase only the components it authorizes, and OSBA will invoice actual professional time, travel time, mileage, and approved direct expenses. Once the board selects components, OSBA and the district will establish a working hour authorization and sequence before substantial work begins. Scope may be expanded by mutual agreement.

| Billing category             | Rate            | Application                                                                                                               |
|------------------------------|-----------------|---------------------------------------------------------------------------------------------------------------------------|
| <b>Professional services</b> | \$200 per hour  | Project design, survey development and administration, facilitation, analysis, reporting, consultation, and presentations |
| <b>Travel time</b>           | \$100 per hour  | Travel required for approved in-person work                                                                               |
| <b>Mileage</b>               | \$0.76 per mile | Mileage associated with approved travel                                                                                   |

| Billing category      | Rate        | Application                                                 |
|-----------------------|-------------|-------------------------------------------------------------|
| Other direct expenses | Actual cost | Only when necessary and approved in advance by the district |

Additional virtual focus groups, individual interviews, presentations, or facilitated planning sessions will be billed at the applicable hourly rate. One in-person travel day is anticipated for the four proposed staff focus groups. Additional travel will occur only with district approval.

## Decision and next steps

If the superintendent and board wish to proceed, OSBA recommends the following sequence:

- Review the proposal and select the desired study components.
- Authorize hourly professional services and identify a working budget or hour authorization.
- Designate the district liaison and identify district and OSBA legal contacts.
- Convene an initial planning meeting in November 2026.
- Complete and approve the project charter, confidentiality terms, data-transfer process, and detailed work plan before collecting data.

**OSBA RECOMMENDATION** Begin with the staff climate survey and current parent/guardian household survey. Add the student climate survey to strengthen direct student voice. Staff qualitative work and the former/transfer-family study can then be selected based on the board's priorities, resources, and desired depth.

## Methodological reference points

OSBA will adapt instruments and reporting practices consistent with recognized survey-research and school-climate principles, while tailoring content to Reedsport's context. Relevant reference points include the American Association for Public Opinion Research standards and the U.S. Department of Education's school-climate resources.

**AAPOR Standards and Ethics:** [aapor.org/standards-and-ethics](https://aapor.org/standards-and-ethics)

**U.S. Department of Education School Climate Resources:** [ed.gov/school-climate](https://ed.gov/school-climate)

[illegible]

**REEDSPORT SCHOOL DISTRICT BOARD OF DIRECTORS  
COMMUNITY COMMENT REQUEST FORM**



**Community Comments Instructions:** Comments during the meeting must address agenda items only. For non-agenda topics, please submit written or emailed comments for the Board to review. These topics may be considered for a future agenda.

To speak at the meeting:

1. **Sign in** at the table and indicate the agenda item you wish to address
  2. **Read, Complete and SIGN this Community Comment form**
  3. **Place** your completed and signed form in the Community Comment collection box
  4. **Limit** your remarks to 3 minutes
- 
- ♦ **Comments Regarding Staff Members:** Public comment may include objective criticism of district programs or operations; however, the Board will not hear comments about individual staff members; *whether identified by name, position, role or description*. The Board chair will direct speakers to **District Policy KL-AR ( Public Complaint Procedure)** for any personnel-related concerns.
  - ♦ If you cannot attend in person, written or emailed comments will be accepted until **3:00 PM** on the day of the meeting. Comments received after that time will be held for the next meeting.
  - ♦ Submit written comments to: Reedsport School District, 100 Ranch Rd, Reedsport OR 97467
  - ♦ Submit emailed comments to: [stipton@reedsport.k12.or.us](mailto:stipton@reedsport.k12.or.us)

**REQUIRED INFORMATION:**

Name: Jim Bunch Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Reedsport District Resident? Yes ☐ No ☐ If no, specify other district: \_\_\_\_\_

Your Role: Student ☐ Parent/Family ☐ Citizen ☐ Staff ☐ Other: \_\_\_\_\_

Group you represent (if applicable): \_\_\_\_\_

Do you have materials to be distributed to the Board Members? (10 copies recommended) Yes ☐ No ☐

Topic you wish to address (must relate to an agenda item): \_\_\_\_\_

By signing below, I acknowledge that I understand and agree to follow the Board's Community Comment procedures as outlined in Policy BDDH - Public Comment at Board Meetings.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The Board reserves the right to limit comments on a single topic to three speakers.



www.reedsportk12.or.us \* 100 Ranch Rd., Reedsport, OR 97467 \* 541-271-3656

Jon Zwemke, Superintendent  
Kim Clardy, Board Chair  
Cindy Phillips, Vice Chair  
Brianna Ekelund, Board Member  
Jennifer Tymchuk, Board Member  
Chris Vaughn, Board Member

## **DRAFT BOARD MEETING MINUTES**

Wednesday, August 12, 2026

Kimberly Clardy (Chair): Present

Cindy Phillips (Vice Chair): Present

Chris Vaughn: Present

Present: 3 – V. Establish a Quorum

Brianna Ekelund: Present

Jennifer Tymchuk: Present

Present: 5 - VII. Appointment of School Board Members

District Staff in Attendance:

Jon Zwemke, Superintendent

Sharmen Tipton, Executive Assistant / Board Secretary

### **I. CALL WORK SESSION TO ORDER**

@ 4:03 PM

#### **I.A. OSBA Board Training**

- Vincent Adams, Oregon School Boards Association (OSBA), provided training and guidance regarding the Board's annual organizational meeting, Board vacancies and appointments, and applicable Board policies.
- Reviewed the process for filling the two Board vacancies, including filling the positions in the order they became vacant, conducting deliberations publicly, and administering the oath of office following appointment.
- Reviewed the purpose and requirements of the annual organizational meeting, including election of Board officers, establishment of the regular meeting schedule, designation of district officials and financial institutions, approval of professional services, and the Board's role as the Local Public Contract Review Board.
- Discussed the importance of following Board policy and maintaining transparency during Board deliberations and discussions.
- Discussed OSBA assistance with a survey and stakeholder feedback process related to the Superintendent's upcoming evaluation.

#### **I.B. Agenda Review**

- Reviewed the meeting agenda and addressed Board member questions regarding upcoming action items and district operations.

- Discussed the Board's ability to review or competitively procure professional services such as auditing, insurance, and legal counsel. Administration advised that a formal RFP process can require several months of lead time and should be planned well in advance.
- Confirmed that current staffing vacancies were expected to be filled through personnel actions included on the agenda.
- Reviewed plans for the August 27 Back-to-School Open House and BBQ, including staff participation and the schedule for families.
- Reviewed the district's ongoing OSBA policy update process, including required, recommended, and optional policy revisions. Administration highlighted the time-sensitive KNA - Immigration Enforcement on District Property policy and explained the need for Board consideration within the required timeline.
- Discussed the OSBA Annual Convention, November 12-14, as a significant professional development opportunity for both new and experienced Board members, providing training in effective governance, legal responsibilities, policy, leadership, and other areas necessary for informed and engaged Board service. Board members were encouraged to attend and share information gained from training with the full Board.

## II. ADJOURN WORK SESSION

@ 4:47 PM

## III. CALL REGULAR SESSION TO ORDER

@ 5:30 PM

## IV. PLEDGE OF ALLEGIANCE

## V. ESTABLISH A QUORUM

- Three board members (quorum) were in attendance prior to appointing new board members.
- Two applicants were interviewed and appointed to the board after agenda item Appointment of School Board Members.

## VI. CHANGES TO THE AGENDA

- Three board members (quorum) were in attendance prior to appointing new board

## VII. APPOINTMENT OF SCHOOL BOARD MEMBERS - VACANT: POSITION 1 AND POSITION 5

### VII.A. Interview of Applicants

- The Board reviewed the applications and letters of interest submitted by Brianna Ekelund and Jennifer Tymchuk for the two vacant Board positions. Both applicants were interviewed by the Board.

#### VII.B. Board Deliberation

- No additional Board deliberation was held.

#### VII.C. Action Items

##### VII.C.1. Appointment of School Board Member — Position 5, until end of term, June 30, 2027

I make a motion to appoint Bianna Ekelund to Reedsport School District Board Position 5 to fulfill term ending June 30, 2027. This motion, made by Chris Vaughn and seconded by Cindy Phillips (Vice Chair), Carried.

Kimberly Clardy (Chair): Yea, Cindy Phillips (Vice Chair): Yea, Chris Vaughn: Yea  
Yea: 3, Nay: 0, Absent: 2

##### VII.C.2. Appointment of School Board Member — Position 1, until end of term June 30, 2027

I make a motion to appoint Jennifer Tymchuck to Reedsport School District Board Position 1 to fulfill term ending June 30, 2027. This motion, made by Chris Vaughn and seconded by Cindy Phillips (Vice Chair), Carried.

Kimberly Clardy (Chair): Yea, Cindy Phillips (Vice Chair): Yea, Chris Vaughn: Yea  
Yea: 3, Nay: 0, Absent: 2

#### VII.D. Oath of Office — Newly Appointed Board Members

- Following their appointments, both newly appointed Board members were administered the Oath of Office.

### VIII. ELECTION OF BOARD OFFICERS FOR 2026-2027 SCHOOL YEAR

#### VIII.A. Election of Board Chair

I make a motion to elect Kim Clardy as Chair of the Reedsport School District Board of Directors for the 2026-2027 school year. This motion, made by Chris Vaughn and seconded by Cindy Phillips (Vice Chair), Carried.

Brianna Ekelund: Yea, Kimberly Clardy (Chair): Yea, Cindy Phillips (Vice Chair): Yea, Chris Vaughn: Yea, Jennifer Tymchuck: Yea  
Yea: 5, Nay: 0, Absent: 0

#### VIII.B. Election of Board Vice Chair

I make a motion to elect Cindy Phillips as Vice Chair of the Reedsport School District Board of Directors for the 2026-2027 school year. This motion, made by Chris Vaughn and seconded by Jennifer Tymchuck, Carried.

Brianna Ekelund: Yea, Kimberly Clardy (Chair): Yea, Cindy Phillips (Vice Chair): Yea, Chris Vaughn: Yea, Jennifer Tymchuck: Yea  
Yea: 5, Nay: 0, Absent: 0

## IX. REPORTS

### IX.A. Financial Reports

- The Board received the financial reports and was provided an opportunity to submit questions for follow-up with the Business Office.

### IX.B. 2025-2026 Employee Exit Interview Highlights

- The Superintendent reviewed a summary of employee exit interview feedback prepared by Human Resources. Information was presented in aggregate due to the small number of participants and the potential for individual employees to be identifiable.

### IX.C. Updated 26/27 Parent and Student Handbooks

- The Board was informed that the HES and RCCS Parent/Student Handbooks had been reviewed and updated for the 2026-2027 school year and would be made available to families and posted on the district website.

### IX.D. Champions - Before & After School Programs

- The Superintendent introduced Champions, a potential third-party provider of before- and after-school childcare. Champions will survey district families to determine whether sufficient interest exists to explore a partnership with the district.
- The program would be funded through participant fees rather than district funding and would potentially utilize available district facilities. Further discussion will occur if sufficient community interest is identified.

### IX.E. SIA Grant Amendment No. 1, Grant #39288, Funding Update

- Item was postponed and will return at the September Board meeting.

### IX.F. ODE Approved Healthy and Safe Schools Plan

- The Superintendent reported that the district's required three-year Healthy and Safe Schools Plan has been completed and filed. The plan addresses required monitoring and reporting related to areas including radon, lead in water, and asbestos and will remain available on the district website.

### IX.G. Policy Update: KNA - Immigration Enforcement on District Property, Required, NEW

- The Superintendent reviewed the new required Policy KNA - Immigration Enforcement on District Property and related legislative requirements, including notification requirements involving federal immigration authorities on district property. The policy must be in effect by September 30, 2026, and was scheduled for Board consideration later in the meeting.

#### IX.H. Reedsport School District Charter District Agreement Renewal July 1, 2026 - June 30, 2031

- The Superintendent explained that the proposed Charter District Agreement renewal extends the term of the existing agreement through June 30, 2031, without substantive changes. The Board was also reminded that it serves as both the School Board and Charter Board.
- Any future consideration of substantive changes to the charter agreement would require additional discussion and community involvement.

#### IX.I. Strategic Plan

- The Superintendent discussed implementation and monitoring of the Strategic Plan, including the need for meaningful staff and student climate/culture feedback and consideration of appropriate survey tools.
- Reviewed Oregon's new performance growth requirements, including seven statewide measures and one locally selected measure. The district will use academic growth as its local performance growth target.
- The Board will receive performance growth updates throughout the school year, including MAP assessment data, to monitor progress toward state requirements and Strategic Plan goals.

#### IX.J. Superintendent Evaluation

- The Superintendent discussed continuing individual pre-meeting conversations with Board members while improving consistency of information shared with the entire Board. Board members will be encouraged to submit questions in advance so common questions and information can be addressed consistently during individual meetings.
- New Board members will receive district email accounts, and administration will coordinate regular pre-meeting opportunities with all Board members.
- The Superintendent reviewed the appropriate process for concerns involving staff or district operations, including directing community members through Policy KL - Public Complaints rather than individual Board members attempting to resolve complaints outside of district policy.

### X. COMMUNITY COMMENTS

Community Comments Instructions: Comments during the meeting must address agenda items ONLY. For non-agenda topics, please submit written or emailed comments for the Board to review. These topics may be considered for a future agenda.

To speak at the meeting:

1. Sign in at the table and indicate the agenda item you wish to address
  2. Read, Complete and SIGN a Community Comment form (available at check in table)
  3. Limit your remarks to 3 minutes
- Comments Regarding Staff Members: Public comment may include objective criticism of district programs or operations; however, the Board will not hear comments about

individual staff members; whether identified by name, position, role or description. The Board chair will direct speakers to District Policy KL-AR ( Public Complaint Procedure) for any personnel-related concerns.

- If you cannot attend in person, written or emailed comments will be accepted until 3:00 PM on the day of the meeting. Comments received after that time will be held for the next meeting.

Submit written comments to: Reedsport School District, 100 Ranch Rd, Reedsport OR 97467

Submit emailed comments to: stipton@reedsport.k12.or.us

- No community comments submitted

## XI. CONSENT AGENDA

Routine actions that typically require no discussion, such as the approval of previous meeting minutes and the acceptance of donations, are frequently addressed collectively in a single vote by the Board.

I make a motion to accept the Consent Agenda as written. This motion, made by Chris Vaughn and seconded by Jennifer Tymchuk, Carried.

Kimberly Clardy (Chair): Yea, Brianna Ekelund: Yea, Cindy Phillips (Vice Chair): Yea, Jennifer

Tymchuk: Yea, Chris Vaughn: Yea

Yea: 5, Nay: 0

- The Board recognized with appreciation the \$3,783 donation from Don "Augie" Deabler to Reedsport Community Charter School for classroom supplies supporting the Paxton Patterson Project Lead The Way program and the school's shop program.

### XI.A. Approve Board Minutes from June 10, 2026

### XI.B. Accept Certified/Licensed New Hire

XI.B.1. Kayla Douglas - Teacher - Elementary

XI.B.2. Robin Hackett - Teacher - Elementary

XI.B.3. Madison Kay - Teacher - Jr/Sr High

XI.B.4. Michelle Petrillo - Teacher - Jr/Sr High

XI.B.5. Kaitlin Porfily - Vice Principal / Athletic Director - Jr/Sr High

XI.B.6. Tate Talbot - Teacher - Jr/Sr High

XI.B.7. Melissa Watts - Vice Principal – Elementary

### XI.C. Accept Donations

XI.C.1. Accept with appreciation a generous donation of \$3,783 from Don "Augie" Deabler to Reedsport Community Charter School for classroom supplies supporting Paxton Patterson's Project Lead The Way program and the school's shop program.

## XII. ACTION

### XII.A. Approve Extension of Reedsport School District Charter District Agreement

I move to approve the extension of Reedsport School District Charter District Agreement through June 30, 2031. This motion, made by Chris Vaughn and seconded by Cindy Phillips (Vice Chair), Carried.

Kimberly Clardy (Chair): Yea, Brianna Ekelund: Yea, Cindy Phillips (Vice Chair): Yea, Jennifer Tymchuk: Yea, Chris Vaughn: Yea  
Yea: 5, Nay: 0

**XII.B. Approve Board Reorganization Decisions & Designations for Fiscal Year 2026-27**  
I move to approve the Board Reorganization Decision and Designations for Fiscal Year 2026-27, Action items B. 1-14 as presented. This motion, made by Chris Vaughn and seconded by Cindy Phillips (Vice Chair), Carried.

Kimberly Clardy (Chair): Yea, Brianna Ekelund: Yea, Cindy Phillips (Vice Chair): Yea, Jennifer Tymchuk: Yea, Chris Vaughn: Yea  
Yea: 5, Nay: 0

XII.B.1. Designate Chief Administrative Officer — Jon Zwemke

XII.B.2. Designate Deputy Clerk/Business Manager — Josh Cook, Assistant Business Manager, SCESD

XII.B.3. Designate Custodian of Funds — Jon Zwemke

XII.B.4. Designate Budget Officer — Jon Zwemke

XII.B.5. Designate Signatory of District Checks — Jon Zwemke

XII.B.6. Designate Auditor — Neuner Davidson

XII.B.7. Designate Insurance Agent of Record — Zolezzi Insurance Agency

XII.B.8. Designate District Legal Counsel — Garrett Hemann Robertson PC, OSBA

XII.B.9. Designate Depositories for School Funds — Columbia Bank

XII.B.10. Authorize the Superintendent to apply for — Grant Funds

XII.B.11. Approve the use of Alternative Education Programs

XII.B.12. Approval of Newspaper of Record — Register Guard - News Review - The World

XII.B.13. Authorize Cooperative Purchasing Agreements with other local education agencies, county, state and federal

XII.B.14. Authorize the Reedsport School Board as the Local Public Contract Review Board

**XII.C. Approve Reedsport School District Healthy and Safe Schools Plan**

I make a motion to approve the Reedsport School District Healthy and Safe Schools Plan, as approved by the Oregon Department of Education. This motion, made by Chris Vaughn and seconded by Cindy Phillips (Vice Chair), Carried.

Kimberly Clardy (Chair): Yea, Brianna Ekelund: Yea, Cindy Phillips (Vice Chair): Yea, Jennifer Tymchuk: Yea, Chris Vaughn: Yea  
Yea: 5, Nay: 0

**XII.D. Adopt Board Policy KNA – Immigration Enforcement on District Property**

- The Superintendent reviewed required Policy KNA - Immigration Enforcement on District Property and recommended revisions to the OSBA model policy, primarily removing optional language and identifying the Superintendent as the primary point of contact and building administrators as alternates.
- Board members requested an opportunity to review the policy with the Superintendent's recommended revisions incorporated before taking action. Policy

KNA will return for a second reading and consideration at the September Board meeting.

- No action was taken to adopt Board Policy KNA - Immigration Enforcement on District Property. Board requested a second reading at the September board meeting to review the revised sample policy to include the suggested edits per the Superintendent.

## XII.E. Adopt OSBA Sample Policy Updates

### XII.E.1. AC - Nondiscrimination - Required

I move to approve revised Board Policy AC - Nondiscrimination as presented. This motion, made by Chris Vaughn and seconded by Cindy Phillips (Vice Chair), Carried.

Kimberly Clardy (Chair): Yea, Brianna Ekelund: Yea, Cindy Phillips (Vice Chair): Yea, Jennifer Tymchuk: Yea, Chris Vaughn: Yea

Yea: 5, Nay: 0

- The Board adopted Policy AC - Nondiscrimination with the Superintendent's recommended language authorizing the Superintendent to designate the Civil Rights Coordinator and make the coordinator's contact information available to staff, students, and parents.

### XII.E.2. CCG - Evaluation of Administrators - Required

I move to approve revised Board Policy CCG - Evaluation of Administrators with the Superintendents suggested edits. This motion, made by Chris Vaughn and seconded by Brianna Ekelund, Carried.

Kimberly Clardy (Chair): Yea, Brianna Ekelund: Yea, Cindy Phillips (Vice Chair): Yea, Jennifer Tymchuk: Yea, Chris Vaughn: Yea

Yea: 5, Nay: 0

- The Board adopted Policy CCG - Evaluation of Administrators with the Superintendent's recommended language establishing regular evaluation support systems while removing the optional language requiring a formal evaluation at least once every three years.

### XII.E.3. DJC - Bidding Requirements - Delete

- The Superintendent reviewed proposed revisions to Policy DJC - Bidding Requirements and DJC-AR, including use of the Oregon Attorney General's model public contracting rules.
- Board members discussed how the proposed policy could affect local contracting practices and requested additional time to review the implications.
- No action was taken. The Board requested a revised sample Policy DJC and DJC-AR for second reading at the September Board meeting.

### XII.E.4. DJC - AR - Exemptions from Competitive Bidding and Special Procurements - Delete

- No action was taken. The Board requested a revised sample Policy DJC and DJC-AR for second reading at the September Board meeting.

#### XII.E.5. DJC - Bidding Requirements - Highly Recommended - NEW

- No action was taken. The Board requested a revised sample Policy DJC and DJC-AR for second reading at the September Board meeting.

#### XII.E.6. DJC - AR - Exceptions from Competitive Bidding and Special Procurements - Optional - NEW

- No action was taken. The Board requested a revised sample Policy DJC and DJC-AR for second reading at the September Board meeting.

#### XII.E.7. DJCA - Personal Service Contracts, Delete

- No action was taken. The Board requested a revised sample Policy DJC and DJC-AR for second reading at the September Board meeting.

#### XII.E.8. EBC/EBCA - Emergency Procedures and Disaster Plans - Delete

I move to approve the OSBA policy updates as presented: delete Policy EBC/EBCA -

Emergency Procedures and Disaster Plans; adopt new Policy EBC - Emergency Plan and First Aid; and adopt new Policy EBCA - Safety Threats as presented. This motion, made by Chris Vaughn and seconded by Cindy Phillips (Vice Chair), Carried.

Kimberly Clardy (Chair): Yea, Brianna Ekelund: Yea, Cindy Phillips (Vice Chair): Yea, Jennifer Tymchuk: Yea, Chris Vaughn: Yea

Yea: 5, Nay: 0

- EBC/EBCA - Emergency Procedures and Disaster Plans: Deleted as recommended.

#### XII.E.9. EBC - Emergency Plan and First Aid\*\* - Highly Recommended - NEW

- EBC - Emergency Plan and First Aid: New policy adopted as presented.

#### XII.E.10. EBCA - Safety Threats\*\* - Required - NEW

- EBCA - Safety Threats: New required policy adopted as presented.

#### XII.E.11. GBEBA - Staff - HIV, AIDS, and HBV - Delete

I move to delete policy GBEBA - Staff - HIV, AIDS, and HBV as recommended. This motion, made by Chris Vaughn and seconded by Cindy Phillips (Vice Chair), Carried.

Kimberly Clardy (Chair): Yea, Brianna Ekelund: Yea, Cindy Phillips (Vice Chair): Yea, Jennifer Tymchuk: Yea, Chris Vaughn: Yea

Yea: 5, Nay: 0

#### XII.E.12. GBN/JBA - Sexual Harassment - Required

- No action was taken to adopt Policies GBN/JBA and JBA/GBN - Sexual Harassment. The Board requested a second reading at the September Board meeting

incorporating the Superintendent's recommended revisions and further consideration of language addressing AI-generated content.

**XII.E.13. JBA/GBN - Sexual Harassment - Required**

**XII.E.14. GBNAB/JHFE - Suspected Abuse of a Child Reporting Requirements\*\* - Required**  
I move to adopt Policy GBNAB/JHFE - Suspected Abuse of a Child Reporting Requirements and GBNAB/JHFE-AR(1) - Reporting of Suspected Abuse of a Child, with the Superintendent's recommended revisions. This motion, made by Chris Vaughn and seconded by Brianna Ekelund, Carried.

Kimberly Clardy (Chair): Yea, Brianna Ekelund: Yea, Cindy Phillips (Vice Chair): Yea, Jennifer Tymchuk: Yea, Chris Vaughn: Yea

Yea: 5, Nay: 0

- GBNAB/JHFE - Suspected Abuse of a Child Reporting Requirements: Adopted with the Superintendent's recommended changes.

**XII.E.15. GBNAB/JHFE-AR(1) - Reporting of Suspected Abuse of a Child - Required - NEW**

- GBNAB/JHFE-AR(1) - Reporting of Suspected Abuse of a Child: New administrative regulation adopted with the Superintendent's recommended changes, including retaining discretionary "may" language where discussed.

**XII.E.16. JHFE/GBNAB - Suspected Abuse of a Child Reporting Requirements\*\* - Required**  
I move to adopt Policy JHFE/GBNAB - Suspected Abuse of a Child Reporting Requirements and JHFE/GBNAB-AR(1) - Reporting of Suspected Abuse of a Child, with the Superintendent's recommended revisions. This motion, made by Chris Vaughn and seconded by Jennifer Tymchuk, Carried.

Kimberly Clardy (Chair): Yea, Brianna Ekelund: Yea, Cindy Phillips (Vice Chair): Yea, Jennifer Tymchuk: Yea, Chris Vaughn: Yea

Yea: 5, Nay: 0

- JHFE/GBNAB - Suspected Abuse of a Child Reporting Requirements: Adopted with the Superintendent's recommended changes.

**XII.E.17. JHFE/GBNAB-AR(1) - Reporting of Suspected Abuse of a Child - Required - NEW**

- JHFE/GBNAB-AR(1) - Reporting of Suspected Abuse of a Child: New administrative regulation adopted with the Superintendent's recommended changes.

**XII.E.18. GCDA/GDDA - Criminal Records Checks and Fingerprinting\* - Delete**

- No action was taken on the proposed GCDA/GDDA policy updates. The Board requested a second reading of the new Policy GCDA/GDDA - Criminal Records Checks and Fingerprinting at the September Board meeting incorporating the Superintendent's recommended revisions. The existing Policy GCDA/GDDA and GCDA/GDDA-AR will remain in effect pending consideration of the replacement policy.

XII.E.19. GCDA/GDDA - Criminal Records Checks and Fingerprinting\* - Required - NEW

XII.E.20. GCDA/GDDA-AR - Criminal Records Check and Fingerprinting – Delete

XII.E.21. IGBAG - Special Education - Procedural Safeguards\*\* - Required

I move to adopt Policy IGBAG - Special Education - Procedural Safeguards as presented.

This motion, made by Chris Vaughn and seconded by Cindy Phillips (Vice Chair), Carried.

Kimberly Clardy (Chair): Yea, Brianna Ekelund: Yea, Cindy Phillips (Vice Chair): Yea, Jennifer

Tymchuk: Yea, Chris Vaughn: Yea

Yea: 5, Nay: 0

XII.E.22. JGAB - Use of Restraint or Seclusion\*\* - Required

I move to adopt Policy JGAB - Use of Restraint or Seclusion with the Superintendent's recommended revision. This motion, made by Chris Vaughn and seconded by Jennifer Tymchuk, Carried.

Kimberly Clardy (Chair): Yea, Brianna Ekelund: Yea, Cindy Phillips (Vice Chair): Yea, Jennifer

Tymchuk: Yea, Chris Vaughn: Yea

Yea: 5, Nay: 0

- Policy JGAB and JGAB-AR - Use of Restraint or Seclusion were adopted with the Superintendent's recommended revisions.

XII.E.23. JGAB-AR - Use of Restraint or Seclusion\*\* - Required

I move to adopt JGAB-AR - Use of Restraint or Seclusion with the Superintendent's recommended revisions. This motion, made by Chris Vaughn and seconded by Brianna Ekelund, Carried.

Kimberly Clardy (Chair): Yea, Brianna Ekelund: Yea, Cindy Phillips (Vice Chair): Yea, Jennifer

Tymchuk: Yea, Chris Vaughn: Yea

Yea: 5, Nay: 0

### XIII. DISCUSSION

#### XIII.A. Oregon School Board Association (OSBA) Annual Convention

- The Superintendent reviewed the November 12-14, 2026 OSBA Annual Convention, including training opportunities for Board members and available district funding for registration, travel, and lodging. Board members interested in attending were asked to notify the Board Secretary so arrangements can be made when registration opens.
- Board members expressed interest in attending, with final attendance to be confirmed based on availability.

XIII.A.1. November 12-14, 2026 (Thursday - Saturday)

Portland Marriott Downtown Waterfront

Registration: September 15, 2026

#### XIV. COMMUNITY COMMENTS

Reference Community Comments guidelines previously stated on the agenda.

#### XV. BOARD MEMBER COMMENTS

- Board Member Cindy Phillips recognized the successful summer school program and the strong student participation.
- Board Member Jennifer Tymchuk expressed appreciation for the opportunity to serve on the Board and acknowledged that she is looking forward to learning more about her new role.
- Board Chair Kim Clardy recognized the success of the summer school program and expressed appreciation to the many community partners, volunteers, staff, and organizations that provided educational, recreational, and enrichment opportunities for students. She highlighted the strong community involvement and encouraged continued use of community partnerships to support student opportunities.
  - Bureau of Land Management — access to Hinsdale Gardens
  - Carrie Thacker — hot air balloon
  - Coast Guard Station Umpqua River, Winchester Bay
  - Coach Hitchcock and RCCS players — basketball jamboree
  - Coach Willets and RCCS players — volleyball jamboree
  - Highland Pool — weekly log rolling
  - Kismet Landing - Mia Langley — donated five-course "Lunch with Leaders"
  - Lewis Transportation - Trish and drivers; Richard — bus tour/narrative
  - Lower Umpqua Library — summer program at HES
  - Mindpower Gallery - Tara and Tamara S. — art tours and private artist meet
  - Native American presenter Colby Jim-Hickey — Indigenous narrative
  - Nick VanderKley — tree services and ice cream
  - Oregon Coast School of Art - Emily and Matt — pinch pots
  - Reedsport Education Enrichment Foundation (REEF) — funding for lighthouse tours
  - Reedsport Masons Aurora Chapter No. 49 — perfect-attendance bicycle donation
  - Reedsport School District certified and classified staff
  - Reedsport School District custodial staff - Gerry and Dave
  - Reedsport School District Summer Food Service - Chef Tom, Laura, Roxanne and Amber
  - S.T.E.P. - Ike L. and Levi — salmon education
  - Scott Hoefs — tree identification at Hinsdale
  - Umpqua Lighthouse — tours

#### XVI. FUTURE AGENDAS

XVI.A. Thursday, August 27, 2026 @ 4:00 PM - 6:00 PM - Welcome Back BBQ

XVI.B. Monday, August 31, 2026 - First Day of School

XVI.C. Friday, September 4, 2026 - Friday School

XVI.D. Monday, September 7, 2026 - NO SCHOOL - Labor Day

XVI.E. Wednesday, September 9, 2026 @ 5:00 PM - Work Session / Regular Board Meeting

XVII. ADJOURN REGULAR SESSION

Next School Board Meeting: Wednesday, September 9, 2026 @ 5:00 PM  
@ 7:37 PM

Submitted by Sharmen Tipton, Reedsport School District Executive Assistant / Board Secretary

|                              |       |                            |       |
|------------------------------|-------|----------------------------|-------|
| _____                        | _____ | _____                      | _____ |
| Kimberly Clardy, Board Chair | Date  | Jon Zwemke, Superintendent | Date  |



## REEDSPORT SCHOOL DISTRICT 105

100 Ranch Rd. \* Reedsport, OR 97467 \* 541-271-3656 \* [www.reedsport.k12.or.us](http://www.reedsport.k12.or.us)  
Elementary School \* 2605 Longwood Dr. \* Reedsport, OR 97467 \* 541-271-3616  
Jr./Sr. High School \* 2260 Longwood Dr. \* Reedsport, OR 97467 \* 541-271-2141

### RECEIPT FOR DONATION

Name of Donor: Chris & Renee Vaughn

Address: 1001 Ranch Rd, Reedsport, OR 97467

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Description of donation: Donation in memory of Emily Vaughn

Value of Donation: \$2,000

Purpose for donation, including any conditions or limitations on the utilization of the donation:

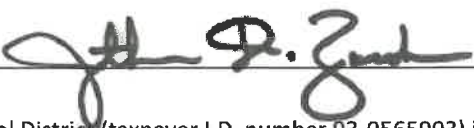
Signature of Donor: \_\_\_\_\_ Date: 07/08/26

Item added to Fixed Asset Inventory (Only items valued at \$5,000 or more): ☐ Yes ☒ No

Donation will be reported to the Board during the Regular Board Meeting held: 09/09/26

Athletic Director: \_\_\_\_\_ Date: \_\_\_\_\_

Building Principal: \_\_\_\_\_ Date: \_\_\_\_\_

Superintendent:  Date: 07/13/26

The Reedsport School District (taxpayer I.D. number 93-0565903) is a Political Subdivision of the State of Oregon as defined in Section 4221(a) of the Internal Revenue Code, and as such is a qualified tax-exempt organization.

Donations to Reedsport School District are tax-deductible for Federal and State income tax purposes within the limits specified in the Internal Revenue Code and State law.

Date sent to District Office: 07/13/26

Revised 05/12/2025

**REEDSPORT SCHOOL DISTRICT 105**

100 Ranch Rd. \* Reedsport, OR 97467 \* 541-271-3656 \* [www.reedsport.k12.or.us](http://www.reedsport.k12.or.us)  
Elementary School \* 2605 Longwood Dr. \* Reedsport, OR 97467 \* 541-271-3616  
Jr./Sr. High School \* 2260 Longwood Dr. \* Reedsport, OR 97467 \* 541-271-2141

**RECEIPT FOR DONATION**

Name of Donor:

Pat & Korrie Turner

Address:

2219 Arthur Dr Reedsport

Phone:

541-2949817

Email:

Korrie.Turner.KT@gmail.com

Description of donation:

check #8088

Value of Donation:

~~3000~~ 4000

Purpose for donation, including any conditions or limitations on the utilization of the donation:

For shoes for R children children

Signature of Donor:

Pat P.

Date:

7-24-26

Item added to Fixed Asset Inventory (Only items valued at \$5,000 or more):

☐ Yes☒ No

Donation will be reported to the Board during the Regular Board Meeting held:

09/09/26

Athletic Director:

Date:

Building Principal:

J. P. Jones

Date:

8/24/26

Superintendent:

Date:

The Reedsport School District (taxpayer I.D. number 93-0565903) is a Political Subdivision of the State of Oregon as defined in Section 4221(a) of the Internal Revenue Code, and as such is a qualified tax-exempt organization.

Donations to Reedsport School District are tax-deductible for Federal and State income tax purposes within the limits specified in the Internal Revenue Code and State law.

Date sent to District Office:

8/24/26 @ 4:59 pm

Revised 08/28/2024

# OSBA Model Sample Policy

Code: DJC  
Adopted:

**DELETE**  
**Replace with NEW DJC**

## Bidding Requirements (Version 1)

*(Delete this version and adopt proposed version.)*

The Board is the Local Contract Review Board (LCRB) for the district. All public contracts shall be invited in accordance with applicable competitive procurement provisions of the Oregon Revised Statutes and the adopted public contracting rules.

The Board, acting as its own LCRB, adopts<sup>{1}</sup> [the *Oregon Attorney General's Model Public Contract Rules*, Oregon Administrative Rule (OAR) Chapter 137, Divisions 046 through 049] [its own rules of procedure that will govern district purchasing. Consequently, the model rules adopted by the Attorney General shall not apply to the district. The district's rules may include portions of the *Oregon Attorney General's Model Public Contract Rules* OAR Chapter 137, Divisions 046 through 049] in effect at the time this policy is adopted.<sup>{2}</sup>

The district shall procure the construction manager/general contractor services in accordance with model rules the Attorney General adopts under Oregon Revised Statute (ORS) 279A.065(3).

Additionally, the Board may include as part of its rules portions of the Oregon Department of Administrative Services rules governing Public Contract Exemptions, OAR Chapter 125, Divisions 246-249 in effect at the time this policy is adopted.

The Board may make the written findings required by law for exemptions from competitive bidding. Such findings shall be maintained by the district and made available on request.

The district shall review its rules each time the Attorney General adopts a modification of the model rules, as required by ORS 279A.065(6)(b), to determine whether any modifications need to be made to district rules to ensure compliance with statutory changes. [Modifications will be made only following review by the district's legal counsel.] New rules, as necessary, shall be adopted by the Board. In the event it is unnecessary to adopt new rules, Board minutes will reflect that the review process was completed as required.

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<sup>1</sup> {Public Contracts shall be governed by ORS Chapter 279, 279A, 279B and 279C. Additionally, the Board may, as provided by ORS 279A.065, adopt the Oregon Attorney General's Model Public Contract Rules, OAR Chapter 137 governing purchasing/bid procedures. The Board may also adopt the Oregon Department of Administrative Services rules governing Public Contract Exemptions, OAR Chapter 125. The Board may adopt portions of those rules or adopt its own rules. A Board that has not established its own rules of procedure for public contracts is subject to the model rules (OAR Chapter 137) adopted by the Attorney General.}

<sup>2</sup> {If the Board does not establish its own rules of procedure as permitted under ORS 279A.065(5), the district is subject to the model rules adopted by the Attorney General, including all modifications to the model rules that the Attorney General may adopt.}

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

Procurements for services estimated to be in excess of \$250,000 shall go through the cost analysis and feasibility process described in ORS 279B.

END OF POLICY

---

**Legal Reference(s):**

ORS Chapters [279](#), [279A](#), [279B](#) and [OAR Chapter 125](#), Divisions 246-249  
[279C](#)

OR. DEP'T OF JUSTICE, OR. ATT'Y GENERAL'S PUBLIC CONTRACTS MANUAL.

# OSBA Model Sample Policy

Code: DJC-AR  
Revised/Reviewed:

**DELETE**  
**No AR required**

## Special Procurements and Exemptions from Competitive Bidding

*(Delete this version and consider updated version.)*

### **SPECIAL PROCUREMENTS**

The district shall submit a written request to the Board, acting as the Local Contract Review Board (LCRB), that describes the contracting procedure, the goods and services or class of goods and services that are the subject of the special procurement and circumstances that justify the use of a special procurement under the standards as follows: the special procurement is unlikely to encourage favoritism in the awarding of a public contract or to substantially diminish competition for public contracts and, (A) is reasonably expected to result in substantial cost savings to the district or to the public, or (B) otherwise substantially promote the public interest in a matter that could not practicably be realized by complying with requirements that are applicable under ORS 279B.055, 279B.060, 279B.065, 279B.070 or under any related rules. Public notice of the approval of a special procurement must be given in the same manner as provided in ORS 279B.055(4). If the district intends to award a contract through special procurements that calls for competition among prospective contractors, the district shall award the contract to the contractor it determines to be most advantageous to the district. When the LCRB approves a class special procurement the district may award contracts to acquire goods and services within the class of goods and services in accordance with the terms of the approval without making a subsequent request for a special procurement.

1. Brand Names or Products, “Or Equal,” Single Seller and Sole Source
  - a. The district may purchase brand names or products from a single seller or sole source without competitive bidding subject to the limitations of this rule.
  - b. Solicitation specifications for public contracts of the district shall not expressly or implicitly require any product of any particular manufacturer or seller except as expressly authorized in subsections c. and d. of this rule.
  - c. The district may specify a particular brand name or equal specification when the use of a brand name or equal specification is advantageous to the district, because the brand name describes the standard of quality, performance, functionality and other characteristics of the product needed by the district.
    - (1) The district is entitled to determine what constitutes a product that is equal or superior to the product specified, and any such determination is final;
    - (2) The district is not prohibited from specifying one or more comparable products as examples of the quality, performance, functionality or other characteristics of the product needed by the district;
    - (3) A brand name specification may be prepared and used only if the district determines for a solicitation or class of solicitations that only the identified brand name specification will meet the needs of the district based on one or more of the following written determinations:

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- (a) The use of a brand name specification is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts; or
  - (b) Specification of the brand name, mark or product would result in cost savings to the district; or
  - (c) There is only one manufacturer or seller of the product of the quality, performance or functionality required; or
  - (d) The efficient utilization of existing goods requires the acquisition of compatible goods and services.
- d. The district may award a contract for goods or services without competition when the LCRB determines in writing that the goods or services, or the class of goods or services, are available from only one source. The determination of the source must be based upon written findings that shall include:
  - (1) A brief description of the contract or contracts to be covered, including contemplated future purchases;
  - (2) Description of the product or service to be purchased; and
  - (3) The reasons the district is seeking this procurement method, which shall include any of the following:
    - (a) That the efficient utilization of existing goods requires the acquisition of compatible goods or services; or
    - (b) That the goods or services required for the exchange of software or data with other public or private agencies are available from only one source; or
    - (c) That the goods or services are for use in a pilot or an experimental project; or
    - (d) To the extent reasonably practical, the contracting agency shall negotiate with the sole source to obtain contract terms advantageous to the contracting agency.
- e. The district may specify a product or service available from only one manufacturer but available through multiple sellers after complying with subsection c. above documenting the procurement file with the following information:
  - (1) If the total purchase is over \$10,000 but does not exceed \$150,000, and a comparable product or service is not available under an existing Mandatory Use Contract, the district must obtain informal competitive quotes, bids or proposals and document this process in the procurement file;
  - (2) If the purchase does not exceed \$150,000, and the supplies or services are not available under an existing price agreement for information technology with competing products or Mandatory Use Contract, the district must first request and obtain prior written authorization from the LCRB to proceed with the acquisition.
- f. If the district intends to make several purchases of brand name-specific supplies and services from a particular manufacturer or seller for a period not to exceed five years, the district must so state this in the procurement file and in the solicitation document, if any, or a public notice of a solicitation. If the total purchase amount is estimated to exceed \$150,000, this shall be stated in the advertisement for bids or proposals.

## **Findings of Fact/Conclusion of Compliance with Law (OAR 125-247-0275)**

The district shall submit a written request to the local contract review board that describes the contracting procedure, goods and services subject of the special procurement and the circumstances that justify the use of the special procurement.

- a. It is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts and is reasonably expected to result in substantial cost savings to the district which could not be realized under ORS 279B.055, 279B.060, 279B.065 or 279B.070 as required by ORS 279B.085(4).
- b. Public notice of the approval must be given in the same manner as provided in ORS 279B.055(4).
- c. This rule requires the districts to make a good faith effort to determine that no other sources are available for the specified products.
- d. The district maintains open lists from which vendors are contacted for quotations and utilizes electronic means of determining new vendors on an ongoing basis.
- e. The awarding of a contract as described in this special procurement should result in substantial cost savings by virtue of the ability to reduce solicitation costs when it is known that comparable products are not available, or when specifying another product solely to meet a competition requirement might lead to lower initial cost but longer lifetime cost.
- f. When the local review board approves a class special procurement the district may award contracts to acquire goods and services within the class of goods and services in accordance with the terms of the approval without making a subsequent request for procurement.

### **2. Advertising Contracts, Purchase of**

- a. The district may purchase advertising in any media, regardless of a dollar amount, without competitive bidding.
- b. The Board acting as the LCRB of the district must use competitive methods whenever possible to achieve best value and must document in the procurement file the reasons why a competitive process was deemed impractical and the resulting contract must be in writing.
- c. If the anticipated purchase exceeds \$10,000 and a competitive method is used, the district must post notice on the OregonBuys.gov.

## **Findings of Fact**

The district traditionally purchases advertising in newspapers. The following findings relate primarily to newspapers and written publications; however, the district may also purchase advertising for student activities or educational programs in other media, such as radio or television, where these findings apply:

- a. By their nature, media sources are generally unique. Advertisements are placed in a particular source because of the specific audience that source serves;
- b. Competition to furnish advertising space in daily newspapers of general, trade or business circulation in the vicinity of the district is limited;
- c. Cost savings are difficult to quantify where the sources are unique and not interchangeable;
- d. Advertisements may be placed to satisfy legal notice or Board policy requirements;
- e. Other published advertisements or notices, such as routine public notices, personnel recruitment information, etc., are placed in one or more of the publications of general circulation in the local area and other publications, as appropriate;

- f. The communities served by the district rely upon its use of the local daily newspaper as a central source of news and information regarding district activities;
- g. It is unknown whether contracts for advertisements placed with radio, television or other broadcast media are going to result in cost savings if not placed for competitive bid or request for proposal (RFP). If possible savings could be obtained through competitive means, the district would attempt to obtain competitive quotes or bids, as appropriate.

### **Conclusion of Compliance with Law**

Due to limited competition and unique nature of sources, it is unlikely that this class special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts. Further, any contracts awarded under this class special procurement would result in a cost savings available to the district where the district can achieve volume savings through contracts for advertising with a particular media source, or otherwise substantially promote the public interest.

### **3. Advertising Contracts, Sale of**

The district may sell advertising for district publications and activities, regardless of a dollar amount, without competitive bidding, including school newspapers, yearbooks, athletic programs, drama or music programs and the like.

### **Findings of Fact**

Sales of advertising for student activities are generally other fund revenues, where student groups solicit advertisements from local businesses to help with the cost of the activity itself. A common example is the sale of advertising in school newspapers and yearbooks. The circulation of the newspaper and yearbook is limited to the students, teachers, parents and interested members of the community associated with the activities of that particular school. Due to the limited circulation and audience, the businesses that participate by purchasing advertising do so partly in the spirit of good will. Any business is welcome to place an advertisement in the school newspaper or yearbook; all it needs to do is to contact any district school department which publishes one. The district itself would not achieve any increased revenue to the General Fund by seeking competitive bids or proposals for such advertising. This holds true for other student activities, such as athletics, drama or music events and the like.

### **Conclusion of Compliance with Law**

These findings indicate that it is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts. Any business or individual who wishes to advertise in this manner may do so by simply contacting the student group responsible for the activity.

The sale of advertising for student activities such as school newspapers, yearbooks, athletic, drama or music programs would not benefit from competitive procurement. Such a requirement would place an unnecessary burden on the student group's activity and there is no financial advantage to the district in doing so. Consequently, the cost savings test is not an issue.

#### 4. Equipment Repair and Overhaul

- a. The district may enter into a public contract for equipment repair or overhaul without competitive bidding, subject to the following conditions:
  - (1) Service or parts required are unknown and the cost cannot be determined without extensive preliminary dismantling or testing; or
  - (2) Service or parts required are for sophisticated equipment for which specially trained personnel are required and such personnel are available from only one source; and
  - (3) The purchase is made within the limits and pursuant to the methods in subsection b. of this rule.
- b. The following limitations apply to this rule:
  - (1) If the contract is less than or equal to \$150,000, the school or department shall submit in writing to the [superintendent] or designee the reasons why competitive bids or quotes are deemed to be impractical. The [superintendent] or designee will accordingly document in its procurement file and may enter directly into the contract;
  - (2) If the school or department official thinks the contract may exceed \$150,000, they shall submit in writing to the [superintendent] or designee the reasons why competitive bidding is deemed to be impractical and a description of the cost savings to be obtained by a special procurement. The [superintendent] or designee may prepare a specific request for the anticipated contract to be obtained through special procurement procedures to submit to the LCRB for approval.

#### Findings of Fact

- a. The need for equipment repair or overhaul cannot be anticipated by district staff. If a piece of equipment is broken or not working properly, the district incurs cost of downtime, possible replacement equipment rental fees, staff time and other inconveniences or liabilities to its programs.
- b. Generally, there are a limited number of vendors who are able to perform repair or overhaul on a particular piece of equipment because of its make or manufacture. Sophisticated equipment may require specially trained personnel available from only one source. Often, a piece of equipment will have a partial warranty in place which will guarantee some savings to the district in the parts and/or labor needed to do the repair or overhaul. This warranty savings may only be achieved if the original manufacturer or provider of the equipment performs the necessary repair or overhaul.
- c. The dollar limits on the use of this special procurement procedure ensure that when the cost of the equipment repair or overhaul is expected to exceed \$150,000, the district will either seek formal competitive bids or, if that is not practical or cost effective, obtain a specific special procurement procedure from the LCRB to proceed with the purchase of the needed repair or overhaul.

#### Conclusion of Compliance with Law

It is unlikely that this special procurement procedure will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts because the dollar limits incorporated into this special procurement when the anticipated costs exceed \$150,000, insure the district will seek formal competitive bids and proposals. If the formal process is not practical, the

district will obtain a specific exemption from the LCRB to proceed with the purchase of the needed repair or overhaul.

The awarding of public contracts under this special procurement will result in a cost savings to the district, as required by ORS 279B.085, because the district incurs direct and indirect costs from the moment equipment breaks down or becomes unusable. This special procurement only applies to equipment already owned by the district and does not provide for the purchase of new equipment. The district must be able to purchase necessary services and parts as quickly as possible in order to minimize equipment downtime and potential costs during that downtime.

## 5. Copyrighted Materials

The district may, without competitive bidding and regardless of a dollar amount, purchase copyrighted materials where there is only one known supplier available for such goods. Examples of copyrighted materials covered by this special procurement procedure may include, but are not necessarily limited to, newly adopted textbooks/instructional materials, workbooks, curriculum kits, reference materials, audio and visual media and non-mass-marketed software from a particular publisher or their designated distributor.

### Findings of Fact

- a. By their nature, copyrighted materials are protected for the use of a single owner. Copyrighted materials may not be duplicated by others without the copyright owner's permission or license. Copyrights are established and regulated under federal law.
- b. Often, copyrighted materials are produced by only one supplier who may be the owner of the copyright or their licensee. Textbooks/Instructional materials are examples of copyrighted materials that the district purchases through a sole source. Textbooks/Instructional materials are adopted through a statewide process under the authority of the Oregon Department of Education. A textbook/instructional material adoption defines the various materials which the district will purchase for use in its educational programs.

The district purchases its textbooks/instructional materials through the Northwest Textbook Depository. This practice enables the regional textbook depository to purchase and warehouse textbooks/instructional materials in conformance with adoptions made in the states of their region. The result is that savings are achieved through the depository's combined purchases on behalf of member districts. Freight costs for individual districts are reduced by the bulk purchases of the depository and the depository takes on the cost of stocking and warehousing enough to meet each member district's needs.

The system of textbook/instructional materials distribution enables the district to participate in the largest possible bulk purchasing activity of adopted textbooks/instructional materials in the region. This ensures a cost savings to the district. A savings that would be jeopardized if the district was to act as an individual purchaser.

### Conclusion of Compliance with Law

This special procurement will not encourage favoritism or substantially diminish competition in the awarding of public contracts. The production and distribution of copyrighted materials is controlled by the owner of the copyright and may only be permitted through a sole source. The district has no control over this.

The awarding of contracts pursuant to this special procurement will result in a cost savings to the district when it needs to purchase copyrighted materials and there is only one known supplier for such goods, or otherwise substantially promote the public interest.

6. Product Prequalification

- a. When specific design or performance specifications must be met or such specifications are impractical to create or reproduce for a type of product to be purchased, the district may specify a list of approved or qualified products by reference to the prequalified product(s) of particular manufacturers or vendors in accordance with the following product prequalification procedure:
  - (1) The district will make reasonable efforts to notify all known manufacturers and vendors of competing products of the district's intent to compile a list of prequalified products. The notice will explain the opportunity manufacturers and vendors of competing products will have to apply to have their product(s) included on the district's list of prequalified products. At its discretion, the district may provide notice by advertisement in a trade paper of general statewide circulation or other appropriate trade publication; or instead of advertising, the district may provide written notice to those manufacturers and vendors appearing on the appropriate list maintained by the district; and
  - (2) The district will accept manufacturer and vendor applications to include products in the district's list of prequalified products up to 15 calendar days prior to the initial advertisement for bids or proposals for the type of product to be purchased, unless otherwise specified in the advertisement or in the district's written notice.
- b. If the district denies an application for including a product on a list of prequalified products, the district shall promptly provide the applicant with a written notice of the denial and include the reason for denial. The applicant may submit a written appeal within seven calendar days to the district business manager to request review and reconsideration of the denial.

**Findings of Fact**

- a. There are occasions when the district needs to establish a list of prequalified products before it invites bids or proposals to furnish the products. The district may have a specific performance or design need, but it is impractical for the district to create a specification for the type of products to be purchased. An example is audiovisual equipment. There is a tremendous variety of audiovisual products offered in the market. The equipment technology is complex and constantly changing. It would be very burdensome and time consuming for the district to generate nonbrand name, generic performance specifications for such equipment every time it wants to make a purchase.

Also, competition would be poorly served because bidders and proposers would not know in advance whether their offered product would meet the general specification substantially enough to be considered a responsive offer. The decision to make an award would be slow, because each product offered would have to be analyzed against the district's specification. Slowdown in the award process affects both bidders, who are asked to hold their bids open until award is made, and district programs, because staff are not able to order the equipment they need until the contract is awarded.

**D** In this case, it might be more cost effective and efficient for the district to prequalify products and establish a list of approved products before invitations to bid are sent out. The prequalification process can be done some time before the need for a new contract. Once the prequalified product list is established, the bidding and contract award process can go quickly and smoothly.

- b. A second occasion when prequalification of products will be useful is when the specific design or performance specifications for a product are so exacting that the district must have time to carefully consider what is offered in the market that may or may not meet the specifications and, if necessary, reconsider its options before issuing an invitation to bid.
- c. This rule sets out a process of prequalification which requires the use of advertisement or other appropriate means to notify vendors of competing products of their opportunity to submit items for prequalification. The district maintains vendor mailing lists which are open to all interested vendors. The district uses these lists routinely to notify vendors of its intentions to prequalify products or to invite bids on products.
- d. This includes a 15-day time limit between the closure of a prequalification list and a related invitation to bid. This time factor ensures that vendors have a reasonable time to apply to include their products on a prequalified product list.
- e. Subsection b., of this rule provides vendors with an appeal process to follow if their application for prequalification is denied.

### **Conclusion of Compliance with Law**

Where prequalification of products is appropriate, it is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or diminish competition for such contracts. There are several safeguards in the rule to prevent this, including notice, advertising, time and appeal process requirements to ensure that vendors are given a fair and open opportunity to participate in the prequalification process.

The prequalification of products process is a time-consuming effort for the district. It is not a shortcut procurement method. The district would use this method only after balancing cost-saving considerations, such as the ability of the district to create or generate nonbrand name generic specifications for types of products or the need for lengthy product evaluation prior to a contract award. If the prequalification method is chosen, it will result in a cost savings to the district because the normal method of product selection is too cumbersome and costly to pursue, or otherwise substantially promote the public interest.

### **7. Requirements Contracts (Blanket Purchase Orders, Price Agreements)<sup>1</sup>**

- a. The business manager, on behalf of the district, may establish requirements contracts for the purposes of minimizing paperwork, achieving continuity of product, securing a source of

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<sup>1</sup> OregonBuys.gov allows authorized members to utilize the state's price agreement/contracts to purchase goods and services. Authorized OregonBuys members can legally attach to a state price agreement and forego the competitive bid process. Access to hundreds of competitive price contracts for a wide variety of goods and services: vehicles, computers, furniture, copiers, fax machines, travel, pharmaceuticals, office products, etc., is available. Counties, cities, schools, municipalities or their public corporate entities having local governing authority, a United States governmental agency or American Indian tribe or agency are eligible to participate.

supply, reducing inventory, combining district requirements for volume discounts, standardization among school and departments and reducing lead time for ordering.

- b. The district may enter into a requirements contract (also known as a blanket purchase order or price agreement) whereby it is agreed to purchase goods or services for an anticipated need at a predetermined price or price discount from a price list, provided the contract is led by a competitive procurement process pursuant to the requirements of the public contracting code and these rules.
- c. Once a requirements contract is established, schools and departments may purchase the goods and services from the awarded contractor without first undertaking additional competitive solicitation.
- d. School and departments shall use requirements contracts established by the district, unless otherwise specified in the contract, allowed by law or these rules or specifically authorized by the [superintendent] or designee.
- e. Under the authority of ORS 279A.025 and 279B.085, the district may use the requirements contracts entered into by another Oregon public agency when:
  - (1) The original contract met the requirements of public contracting code; and
  - (2) The original contract allows other public agency usage of the contract; and
  - (3) The original public contracting agency concurs and this is documented by a written interagency agreement between the district and the agency.
- f. The term of any district requirements contract, including renewals, shall not exceed five years unless otherwise permitted under the public contracting code.

### **Findings of Fact**

- a. This rule permits the district to enter into a requirements contract, in which the vendor agrees to provide specified goods and services over the term of the contract at the bid price or discount rate. A requirements contract is useful when the purchase of the goods or services are routine and repetitive. For example, school, office, custodial and facilities maintenance supplies are customarily purchased through requirements contracts.
- b. Requirements contracts are a common method of minimizing paperwork, achieving continuity of product, securing a source of supply, reducing inventory, obtaining volume discounts, standardizing usage among schools and departments and reducing lead time for ordering.
- c. The district establishes a requirements contract as a result of open competitive bidding or RFP processes, unless otherwise permitted under the public contracting code.
- d. The district limits the term of a requirements contract, including all renewal options, to a maximum of five years before competitive rebidding must be done, unless otherwise permitted under the public contracting code.
- e. The district may use the requirements contracts established by other public agencies, subject to certain conditions of state law, Board policy and administrative regulation.

### **Conclusion of Compliance with Law**

It is unlikely that this special procurement will result in favoritism in the awarding of public contracts or diminish competition for such contracts. The district will only enter into requirements contracts which result from open competitive bidding processes. This condition applies also to the use of requirements contracts established by other public contracting agencies.

The awarding of district requirements contracts will result in a cost savings to the district, or otherwise substantially promote the public interest. It would be costly and inefficient to make routine, repetitive purchases of goods and services through individual transactions. Also, the guaranteed volume of a requirements contract allows the district to get better prices from bidders.

8. **Used Personal Property or Equipment, Purchase<sup>2</sup>**

- a. Subject to the provisions of this rule, the district may purchase used property or equipment without obtaining competitive bids or quotes, if the district has determined that the purchase will result in cost savings to the district and will not diminish competition or encourage favoritism. "Used personal property or equipment" is property or equipment which has been placed in its intended use by a previous owner or user for a period of time recognized in the relevant trade or industry as qualifying the personal property or equipment as "used" at the time of district purchase. Used personal property or equipment generally does not include property or equipment if the district was the previous user, whether under a lease, as part of a demonstration, trial or pilot project or similar arrangement.
- b. For purchases of used personal property or equipment costing less than or equal to \$150,000, the district shall, where feasible, obtain three competitive quotes unless the district has determined and documented that a purchase without obtaining competitive quotes will result in cost savings to the district and will not diminish competition or encourage favoritism.
- c. For purchases of used personal property or equipment totaling \$150,000 or more, the district shall attempt to obtain three competitive quotes. The district will keep a written record of the source and amount of quotes received. If three quotes are not available, a written record must be made of the attempt to obtain quotes.

**Findings of Fact**

- a. The district is responsible to manage expenditures in the best interests of the public. Cost savings can be achieved through the procurement of used property and equipment. The district purchases used property and equipment when it meets the district's needs and is cost effective. Considerations include type, quality, quantity and estimated useful life of the used item.
- b. Used equipment and property becomes available sporadically and without notice. Used equipment and property is generally sold on a first-come, first-served basis. When used property or equipment does become available, the district must be able to respond immediately in order to obtain the property or equipment.
- c. Some types of property or equipment may not be readily available in the new goods market. The district may have to look for used items to fill the need.
- d. Competition to provide used property and equipment may be very limited and inconsistent, depending on the type of product.
- e. The district maintains vendor lists which include information on whether a vendor provides used property or equipment. These lists are open to all vendors.

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<sup>2</sup> When contracting with another governmental entity, a district has a statutory exception under ORS 279A.025. The district may purchase state/federal surplus property through the Department of Administrative Services, State Services Division for Surplus Property. For more information on this program, contact DAS at 503-378-4714.

## Conclusion of Compliance with Law

It is unlikely that this special procurement will encourage favoritism in the award of public contracts or substantially diminish competition for such contracts. The purchase of used property or equipment depends on an inconsistent, sporadic market. When a used item is available, there is often little competition available. Sources for used items of the type, quality and quantity required by the district are inconsistent. This rule requires the district to attempt to obtain and document quotes as appropriate to the dollar amount of the purchase. If the anticipated purchase is over \$150,000, the district will advertise its need.

The use of this special procurement will result in a cost savings to the district, or otherwise substantially promote the public interest. The cost of used equipment or property is generally substantially less than that of new. Savings of 20 percent to 50 percent are not uncommon. Used equipment can provide good value to the district and help ensure the continuation of district services and programs.

### 9. Information Technology Contracts

The district may enter into a contract to acquire information technology hardware and software without competitive bidding subject to the following conditions:

- a. If the contract amount does not exceed \$150,000, the district shall attempt to obtain three competitive quotes pursuant to the rules governing Intermediate Procurements. The district shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the district shall make a written record of the effort made to obtain the quotes or proposals.
- b. If the contract amount exceeds \$150,000, the district shall determine and use the best procurement method, pursuant to the public contracting code and these rules, and shall solicit written proposals in accordance with the requirements of the *Attorney General's Model Public Contract [and LCRB] Rules*. The district shall document the evaluation and award process, which will be part of the public record justifying the award;
- c. If the amount of the contract is estimated to exceed [\$150,000], the district shall provide proposers an opportunity to review the evaluation of their proposals before final selection is made.

### Findings of Fact

- a. Rapid changes in technology make it necessary for the district to be able to purchase needed computer equipment quickly.
- b. Pricing for high-technology equipment also changes rapidly. It is frequently possible to take advantage of frequent price changes in the marketplace in the purchase of computer equipment.
- c. There is generally sufficient competition among vendors of information technology hardware and software for district business.
- d. The district will follow rules governing special procurements and obtain at least three informally solicited quotes for purchases less than or equal to \$150,000.
- e. If the district requires a brand name or sole source product, the district will follow its rule governing Brand Names or Products, "Or Equal," Single Seller and Sole Source, Section 1. under Special Procurements, to procure it.

## Conclusion of Compliance with Law

It is unlikely that this special procurement will encourage favoritism in the award of district contracts or substantially diminish competition for district contracts. The purchase of information technology hardware and software will be made in accordance with other competitive bidding rules contained in this administrative regulation. If the anticipated purchase is over \$150,000, the district will advertise its need.

The use of this special procurement will result in a cost savings to the district, or otherwise substantially promote the public interest. Competition will be encouraged at all dollar levels of purchase of information technology hardware and software. This rule gives the district some flexibility in selecting the method of competitive procurement but requires adherence to the rule on brand name or sole source acquisitions if those situations occur.

### 10. Telecommunications Systems - Hardware and Software Contracts

- a. The district may enter into a contract to acquire telecommunications system hardware and software, without competitive bidding, subject to the following conditions:
  - (1) If the contract amount does not exceed \$150,000, the district shall attempt to obtain three competitive quotes pursuant to the rules governing Intermediate Procurements. The district shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the district shall make a written record of the effort made to obtain the quotes or proposals.
  - (2) If the contract amount exceeds \$150,000, the district shall determine and use the best procurement method, pursuant to the public contracting code and these rules and shall solicit written proposals in accordance with the requirements of Chapter 137, Divisions 047 and 049 of the *Attorney General's Model Public Contract [and LCRB] Rules*. The district shall document the evaluation and award process, which will be part of the public record justifying the award.
- b. The telecommunications solicitation authorized in subsection 10.a.(1) of these rules shall:
  - (1) State the contractual requirements in the solicitation document;
  - (2) State the evaluation criteria to be applied in awarding the contract and the role of any evaluation committee. Criteria that would be used to identify the proposal that best meets the district's needs may include, but are not limited to, cost, quality, service and support, compatibility, product or system reliability, vendor viability and financial stability, operating efficiency and expansion potential;
  - (3) State the provisions made for bidders or proposers to comment on any specifications which they feel limit competition.

## Findings of Fact

- a. Rapid changes in technology make it necessary for the district to be able to purchase needed telecommunications hardware and software quickly.
- b. Since deregulation, there is generally adequate competition among vendors of telecommunication hardware and software to allow the district to make competitive purchases.
- c. Pricing for telecommunications hardware and software also changes frequently. It is important for the district to take advantage of price competition in the marketplace.

- d. The district will follow procedures governing special procurements and document reasonable efforts to obtain at least three informally solicited quotes for purchases over \$10,000 but less than or equal to \$150,000.
- e. If a purchase of telecommunications hardware or software is expected to cost more than \$150,000, the district will use a formal competitive bidding or proposal process in accordance with these rules and the *Attorney General's Model Public Contract [and LCRB] Rules*.
- f. There are also times when the district needs to purchase specific items that are compatible with current equipment. On these occasions, the district will follow its rule governing Brand Names or Products, "Or Equal," Single Seller and Sole Source, Section 1. under Special Procurements, to make the purchase.

### **Conclusion of Compliance with Law**

It is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts. The purchase of telecommunications hardware and software will be made in accordance with other competitive bidding rules herein. If the anticipated purchase is over \$150,000, the district will advertise its need.

The use of this special procurement will result in a cost savings to the district, or otherwise substantially promote the public interest. Competition will be encouraged at all dollar levels of purchase of telecommunications hardware and software. This rule gives the district some flexibility in selecting the method of competitive procurement but requires adherence to the rule on brand name or sole source acquisitions if those situations occur.

### **11. Telecommunications Services**

- a. The district shall secure the most competitive, cost-effective telecommunications services of the quality needed to meet all service performance requirements while minimizing administrative and service delivery costs. The district will use routine purchasing procedures whenever possible, but if necessary, the district can consider alternative procurement methods in accordance with this rule.

The district will generally follow the normal competitive procurement processes in obtaining telecommunications services. This process will only be used if necessary where there is a lack of sufficient competition to furnish needed services.

- b. In determining the appropriate procurement method for telecommunications services, the district shall comply with the requirements of ORS 291.038 and determine whether competition exists. In determining whether competition exists, the district may consider the following factors:
  - (1) The extent to which alternative providers exist in the relevant geographic and service market; the greater area of [Insert Name] County;
  - (2) The extent to which alternative services offered are comparable or substitutable in technology, service provided and performance. For example, if the district requires digital services, analog services are not comparable or substitutable. If the district requires fiber optic technology, then copper, microwave or satellite transmission technology may not be comparable or substitutable;
  - (3) The extent to which alternative providers can respond to the district's interest in consistency and continuity of services throughout its service area, volume discounts,

equitable service for all users, centralized management and limiting district liability. For example, to be considered as the district's long-distance service provider, any long-distance service vendor must be able to meet, support and interface with the district's centralized automated billing requirements. The district must document for the record, its findings on these factors or any other factors used in determining whether competition exists. In developing its findings, the district may solicit the information either through informal telephone or written contacts or through a formal solicitation such as a RFP.

- c. If the district determines that competition does not exist in the area for the relevant service, the district may proceed to secure the service on a sole source basis, as described in the district's rule governing Brand Names or Products, "Or Equal," Single Seller and Sole Source, Section 1. under Special Procurements.

### **Findings of Fact**

- a. Since deregulation, there is generally adequate competition among vendors of telecommunication services to allow the district to make competitive procurements.
- b. Since there is competition, price competition exists in the marketplace. It is important for the district to take advantage of existing competition.
- c. The district will follow its rules governing special procurements and document reasonable efforts to obtain at least three informally solicited quotes for purchases less than or equal to \$150,000. The district shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the district shall make a written record of the effort made to obtain the quotes or proposals.
- d. If a purchase of service is expected to cost more than \$150,000, the district will use a formal competitive bidding or proposal process in accordance with these rules and the *Attorney General's Model Public Contract [and LCRB] Rules*.
- e. There may be occasions where there is limited competition that can furnish telecommunications services of the quality and extent required by district operations. In such instances, the district will follow this rule and also its rule governing Brand Names or Products, "Or Equal," Single Seller and Sole Source, Section 1. under Special Procurements, to procure needed services from the sole source.

### **Conclusion of Compliance with Law**

It is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts. Routinely, the purchase of telecommunications services will be made in accordance with other competitive bidding rules contained in this administrative regulation. If the anticipated purchase is over \$150,000, the district will advertise its need, issue a written solicitation document and invite written bids or proposals to be furnished in response.

There may be circumstances, however, where sufficient competition does not exist in the relevant geographic and service market area. In such cases, the district will follow this rule in determining whether sufficient competition exists to make a competitive procurement.

The use of this special procurement will result in a cost savings to the district, or otherwise substantially promote the public interest. Competition will be encouraged at all dollar levels of purchase of telecommunications hardware and software. This rule gives the district some flexibility

in selecting the method of competitive procurement but requires adherence to the rule on brand name or sole source acquisitions if those situations occur. The rule also states the steps to be taken to document situations where sufficient competition may not exist and a sole source purchase needs to be made.

12. Hazardous Material Removal; Oil Cleanup

- a. The district may enter into public contracts without competitive bidding, regardless of a dollar amount, when ordered to clean up oil or hazardous waste pursuant to the authority granted to the Oregon Department of Environmental Quality (DEQ) under ORS Chapter 466, especially ORS 466.605 through 466.680. In exercising its authority under this exemption, the district shall:
  - (1) To the extent reasonable under the circumstances, encourage competition by attempting to make informal solicitations or to obtain informal quotes from potential suppliers of goods and services;
  - (2) Make written findings describing the circumstances that require the cleanup or maintain a copy of the DEQ order for the cleanup;
  - (3) Record the measures taken under A.1. of this rule to encourage competition, the amount of the quotes or proposals obtained, if any, and the reason for selecting the contractor to whom award is made.
- b. The district shall not contract pursuant to this special procurement in the absence of an order from the DEQ to clean up a site which includes a time limit that would not allow the district to hire a contractor under normal competitive bidding procedures. Goods and services to perform other hazardous material removal or cleanup will be purchased in accordance with normal competitive bidding procedures as described in Board policy with this administrative regulation.

**Findings of Fact**

- a. When the DEQ orders a public agency to remove or clean up hazardous material or oil, the public agency must respond within a very short time, which is stated in the DEQ order. This time period does not generally allow the agency to take the time necessary to solicit written bids or proposals for the work to be performed. The district would be liable for any delay in responding to DEQ orders to perform hazardous material removal or cleanup.
- b. This exemption will not be used in those situations where there is no DEQ order to remedy the situation. Routine competitive procurement methods will be used where there is no DEQ order to act immediately. The district maintains open lists of vendors who are interested in providing hazardous material removal and cleanup services. Whenever it needs hazardous material removal or disposal, the district makes use of these lists to solicit quotes, bids or proposals as needed, in addition to advertising the procurement as required.
- c. Cost savings are achieved through this exemption because the district can be liable for DEQ penalties and fines if it does not timely remove hazardous materials or oil as ordered. There is also serious risk in these situations, that property damage or personal injury could result if the district is slow to act.

## Conclusions of Compliance with Law

It is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts as required by ORS 279B.085(3)(a). If it is under DEQ order to act immediately, the district will still attempt to obtain competitive quotes for the work to be performed as it has the ability and time to do so. Unless the district is faced with the quasi-emergency situation of a DEQ order to remove or clean up hazardous waste or oil, it will follow normal competitive procedures to obtain these services.

The award of public contracts pursuant to this special procurement will result in a cost savings to the district in these situations, as required by ORS 279B.085(3)(b), because the district must comply with the law and avoid and minimize risk to persons and property. Where possible, it will seek competitive quotes for the work to be performed and will award the contract to the lowest, responsive and responsible bidder.

### 13. Renegotiation of Existing Contracts with Incumbent Contractors

- a. The district may amend or renegotiate contracts with existing vendors, service providers or other parties subject to the limitations of this rule.
- b. The district has determined that [value engineering,] [specialized expertise required,] [public safety] [and technical complexity], generally do not apply to this special procurement procedure.
- c. The renegotiated contract falls within a current special procurement procedure, but if not the LCRB must approve a separate special procurement.
- d. The district may renegotiate certain terms, but they must not unreasonably alter the scope of the original contract.

## Findings of Fact

- a. The LCRB may amend contracts when it is in the best interest of the district. The [superintendent] and/or other designee, acting on behalf of the LCRB, may renegotiate certain provisions, including:
  - (1) Price;
  - (2) Term;
  - (3) Delivery and shipping;
  - (4) Order size;
  - (5) Substitution;
  - (6) Warranties;
  - (7) Online ordering systems;
  - (8) Price adjustments;
  - (9) Product availability;
  - (10) Product quality;
  - (11) Reporting requirements; or
  - (12) Discounts.

Any contract amendment will be supported by legal consideration when necessary to validate the amended provision.

- b. The amended terms must be within a reasonable scope of the original contract, but not fundamentally alter the agreement or nature of goods or services. Districts may, however, request functionally equivalent substitutes for goods or services in the original contract.
- c. The contract as a whole must be more favorable to the individual needs of the district to justify renegotiation. Cost may be a factor in determining what is a favorable change to the original contract, but the district may use factors other than cost that demonstrate that the amended contract is more favorable to the unique needs of the district.

### **Conclusion of Compliance with Law**

This special procurement will not encourage favoritism or substantially diminish competition in awarding public contracts because it already exists as a contract awarded in compliance with the district's special procurement and public contracting code.

The awarding of contracts under this special procurement will result in cost savings to the district when it needs to renew its original contract with vendors, service providers or other parties, or otherwise substantially promote the public interest.

### ***EXEMPTIONS FROM COMPETITIVE BIDDING***

All public contracts shall be based upon competitive bids or proposals, except the following:

1. Contracts which have been specifically exempted under ORS 279A.025 and 279C.335; and
2. Contracts covered by the class exemptions in the following set of rules developed pursuant to ORS 279C.335(2) and (5) and based on Oregon Administrative Rules, Chapter 137, Divisions 46 through 49.

The Board, acting as the Local Contract Review Board (LCRB) for the district, has made the findings required by ORS 279C.330, ORS 279C.335 and ORS 279C.345, and determined that awarding a contract under this exemption is unlikely to encourage favoritism or substantially diminish competition for the public contract and will likely result in a substantial cost savings and other substantial benefits to the district.

In approving a finding under this section, the local contract review board shall consider the type, cost and amount of the contract and, to the extent applicable to the particular public improvement contract or class of public improvement contracts, the following:

1. How many persons are available to bid;
2. The construction budget and the projected operating costs for the completed public improvements;
3. Public benefits that may result from granting the exemption;
4. Whether value engineering techniques may decrease the cost of the public improvement;
5. The cost and availability of specialized expertise that is necessary for the public improvement;
6. Any likely increases in public safety;

7. Whether granting the exemption may reduce risks to the district or the public that are related to the public improvement;
8. Whether granting the exemption will affect the sources of funding for the public improvement;
9. Whether granting the exemption will better enable the district to control the impact that market conditions may have on the cost of and time necessary to complete the public improvement;
10. Whether granting the exemption will better enable the district to address the size and technical complexity of the public improvement;
11. Whether the public improvements involves new construction or renovates or remodels an existing structure;
12. Whether the public improvement will be occupied or unoccupied during construction;
13. Whether the public improvement will require a single phase of construction work or multiple phases of construction work to address specific project conditions; and
14. Whether the district has or has retained under contract, and will use district personnel, consultants and legal counsel that have necessary expertise and substantial experience in alternative contracting methods to assist in developing the alternative contracting method that the district will use to award the public improvement contract and to help negotiate, administer and enforce the terms of the public improvement contract.

Only these findings are required for each class or individual contract exemption, unless the LCRB specifically excludes a finding or includes an additional finding.

Promulgation of these exemptions can only occur after public notification and a public hearing to receive testimony pertaining to the draft exemptions and findings, pursuant to ORS 279C.335.

1. Brand Names or Products, “Or Equal,” Single Seller and Sole Source
  - a. The district may purchase brand names or products from a single seller or sole source without competitive bidding subject to the limitations of this rule.
  - b. The district has determined that [value engineering,] [specialized expertise required,] [public safety] [and technical complexity], generally do not apply to this exemption.
  - c. Solicitation specifications for public contracts of the district shall not expressly or implicitly require any product of any particular manufacturer or seller except as expressly authorized in subsections d. and e. of this rule.
  - d. The district may specify a particular brand name, make or product suffixed by “or equal,” “or approved equal,” “or equivalent,” “or approved equivalent” or similar language if there is no other practical method of specification after documenting the procurement file with the following:
    - (1) A brief description of the solicitation(s) to be covered, including contemplated future purchases;
    - (2) Description of the brand name, mark or product to be specified; and
    - (3) A brand name specification may be prepared and used only if the district determines for a solicitation or class of solicitations that only the identified brand name specification

will meet the needs of the district based on one or more of the following written determinations:

- (a) The use of the brand name specification is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts; or
    - (b) Specification of the brand name, mark or product would result in substantial cost savings to the district; or
    - (c) There is only one manufacturer or seller of the product of the quality, performance or functionality required; or
    - (d) The efficient utilization of existing goods requires the acquisition of compatible goods and services.
  - (4) The district shall make reasonable effort to notify all known suppliers of the specified product and invite such vendors to submit competitive bids or proposals.
- e. The district may purchase a particular product or service available from only one source, after documenting the procurement file with the district's findings of current market research to support the determination that the product is available from only one seller or source. The district's findings shall include:
- (1) A brief description of the contract or contracts to be covered, including contemplated future purchases;
  - (2) Description of the product or service to be purchased; and
  - (3) The reasons the district is seeking this procurement method, which shall include any of the following:
    - (a) That the efficient utilization of existing equipment, supplies or services requires the acquisition of compatible equipment, supplies or services; or
    - (b) That the goods or services required for the exchange of software or data with other public or private agencies are available for only one source; or
    - (c) That the goods or services are for use in a pilot or an experimental project; or
    - (d) Other findings that support the conclusion that the goods or services are available from only one source.
  - (4) To the extent reasonably practical, the contracting agency shall negotiate with the sole source to obtain contract terms advantageous to the contracting agency.
- f. The district may specify a product or service available from only one manufacturer but available through multiple sellers, after documenting the procurement file with the following information:
- (1) If the total purchase is over \$10,000 but does not exceed \$100,000, and a comparable product or service is not available under an existing state cooperative purchasing contract, competitive quotes shall be obtained by the district and retained in the procurement file; or
  - (2) If the amount of the purchase exceeds \$100,000, the product or service shall be obtained through competitive bidding unless a specific exemption is granted by the LCRB.

- g. If the district intends to make several purchases of the product of a particular manufacturer or seller for a period not to exceed five years, the district will so state in the solicitation file and in the solicitation document, if any. Such documentation shall be sufficient notice as to subsequent purchases. If the total purchase amount is estimated to exceed \$100,000, this shall be stated in the advertisement for bids or proposals.

#### **Findings of Fact/Conclusion of Compliance with Law**

It is unlikely that this process will encourage favoritism in the award of public contracts or substantially diminish competition for such contracts, as required by ORS 279C.335 (2)(a).

This class exemption applies only to contracts under a limited dollar amount, and then, only after efforts to obtain competitive quotes are made, or other methods have been employed to ensure that competitive means are used if available. The district maintains open lists from which vendors are contracted for quotations. In addition, as required by ORS 279C.335 (2)(b) award of a public contract subject to the above described exemption should likely result in substantial cost savings or other substantial benefits to the district by virtue of the ability to reduce solicitation costs when it is known that comparable products are not available, or when specifying another product solely to meet a competition requirement might lead to lower initial cost but longer lifetime cost.

#### **2. Product Prequalification**

- a. When specific design or performance specifications must be met or such specifications are impractical to create or reproduce for a type of product to be purchased, the district may specify a list of approved or qualified products by reference to the prequalified product(s) of particular manufacturers or vendors in accordance with the following product prequalification procedure:
- (1) The district will make reasonable efforts to notify all known manufacturers and vendors of competing products of the district's intent to compile a list of prequalified products. The notice will explain the opportunity manufacturers and vendors of competing products will have to apply to have their product(s) included on the district's list of prequalified products. At its discretion, the district may provide notice by advertisement in a trade paper of general statewide circulation or other appropriate trade publication; or instead of advertising, the district may provide written notice to those manufacturers and vendors appearing on the appropriate list maintained by the district; and
  - (2) The district will accept manufacturer and vendor applications to include products in the district's list of prequalified products up to 15 calendar days prior to the initial advertisement for bids or proposals for the type of product to be purchased, unless otherwise specified in the advertisement or in the district's written notice.
- b. The district has determined that special expertise required, generally, does not apply to this rule.
- c. If the district denies an application for inclusion of a product on its list of prequalified products, the district shall promptly provide the applicant with a written notice of the denial and include the reason for denial. The applicant may submit a written appeal within [7] calendar days to the district business manager to request review and reconsideration of the denial.

## Findings of Fact

- a. There are occasions when the district needs to establish a list of prequalified products before it invites bids or proposals to furnish the products. The district may have a specific performance or design need, but it is impractical for the district to create a specification for the type of products to be purchased. An example is audiovisual equipment. There is a tremendous variety of audiovisual products offered in the market. The equipment technology is complex and constantly changing. It would be very burdensome and time consuming for the district to generate nonbrand name, generic performance specifications for such equipment every time it wants to make a purchase.

Also, competition would be poorly served because bidders and proposers would not know in advance whether their offered product would meet the general specification substantially enough to be considered a responsive offer. The decision to make an award would be slow, because each product offered would have to be analyzed against the district's specification. Slowdown in the award process affects both bidders, who are asked to hold their bids open until award is made, and district programs, because staff are not able to order the equipment they need until the contract is awarded.

In this case, it might be more cost effective and efficient for the district to prequalify products and establish a list of approved products before invitations to bid are sent out. The prequalification process can be done some time before the need for a new contract. Once the prequalified product list is established, the bidding and contract award process can go quickly and smoothly.

- b. A second occasion when prequalification of products will be useful is when the specific design or performance specifications for a product are so exacting that the district must have time to carefully consider what is offered in the market that may or may not meet the specifications and, if necessary, reconsider its options before issuing an invitation to bid.
- c. This rule sets out a process of prequalification which requires the use of advertisement or other appropriate means to notify vendors of competing products of their opportunity to submit items for prequalification. The district maintains vendor mailing lists which are open to all interested vendors. The district uses these lists routinely to notify vendors of its intentions to prequalify products or to invite bids on products.
- d. This includes a 15-day time limit between the closure of a prequalification list and a related invitation to bid. This time factor ensures that vendors have a reasonable time to apply to include their products on a prequalified product list.
- e. Subsection c. of this rule provides vendors with an appeal process to follow if their application for prequalification is denied.

## Conclusion of Compliance with Law

Where prequalification of products is appropriate, it is unlikely that this exemption will encourage favoritism in the awarding of public contracts or diminish competition for such contracts as required by ORS 279C.335(2)(a). There are several safeguards in the rule to prevent this, including notice, advertising, time and appeal process requirements to ensure that vendors are given a fair and open opportunity to participate in the prequalification process.

The prequalification of products process is a time-consuming effort for the district. It is not a shortcut procurement method. The district would use this method only after balancing cost-saving

considerations, such as the ability of the district to create or generate nonbrand name generic specifications for types of products or the need for lengthy product evaluation prior to a contract award. If the prequalification method is chosen, it will likely result in a substantial cost savings and other substantial benefits to the district as required by ORS 279C.335 (2)(b) because the normal method of product selection is too cumbersome and costly to pursue.

3. Requirements Contracts (Blanket Purchase Orders, Price)<sup>3</sup>

- a. The business manager, on behalf of the district, may establish requirements contracts for the purposes of minimizing paperwork, achieving continuity of product, securing a source of supply, reducing inventory, combining district requirements for volume discounts, standardization among schools and departments and reducing lead time for ordering.
- b. The district has determined that [value engineering,] [specialized expertise required] [and technical complexity,] generally, do not apply to this rule.
- c. The district may enter into a requirements contract (also known as a blanket purchase order or price agreement) whereby it is agreed to purchase goods or services for an anticipated need at a predetermined price or price discount from a price list, provided the contract is let by a competitive procurement process pursuant to the requirements of the public contracting code and these rules.
- d. Once a requirements contract is established, schools and departments may purchase the goods and services from the awarded contractor without first undertaking additional competitive solicitation.
- e. Schools and departments shall use requirements contracts established by the district, unless otherwise specified in the contract, allowed by law or these rules or specifically authorized by the [superintendent] or designee.
- f. Under the authority of ORS 279A.025 and 279C.335, the district may use the requirements contracts entered into by another Oregon public agency when:
  - (1) The original contract met the requirements of the public contracting code; and
  - (2) The original contract allows other public agency usage of the contract; and
  - (3) The original public contracting agency concurs, and this is documented by a written interagency agreement between the district and the agency.
- g. The term of any district requirements contract, including renewals, shall not exceed five years unless otherwise exempted pursuant to ORS 279C.335.

**Findings of Fact**

- a. This rule permits the district to enter into requirements contracts, in which the vendor agrees to provide specified goods and services over the term of the contract at the bid price or discount rate. A requirements contract is useful when the purchase of the goods or services are routine and repetitive. For example, school, building, office, custodial and facilities maintenance supplies are customarily purchased through requirements contracts.
- b. Requirements contracts are a common method of minimizing paperwork, achieving continuity of product, securing a source of supply, reducing inventory, obtaining volume discounts,

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<sup>3</sup> The OregonBuys.gov allows authorized members to utilize the state's price agreement/contracts to purchase goods and services. Authorized OregonBuys members can legally attach to a state price agreement and forego the competitive bid process. Access to hundreds of competitive price contracts for a wide variety of goods and services: vehicles, computers, furniture, copiers, fax machines, travel, pharmaceuticals, office products, etc., is available.

standardizing usage among schools, buildings and departments and reducing lead time for ordering.

- c. The district establishes requirements contracts as a result of open competitive bidding or RFP processes, unless otherwise exempted.
- d. The district limits the term of a requirements contract, including all renewal options, to a maximum of five years before competitive rebidding must be done, unless otherwise exempted.
- e. The district may use the requirements contracts established by other public agencies, subject to certain conditions of state law, Board policy and administrative regulation.

#### **Conclusion of Compliance with Law**

It is unlikely that this exemption will result in favoritism in the awarding of public contracts or diminish competition for such contracts, as required by ORS 279C.335(2)(a). The district will only enter into requirements contracts which result from open competitive bidding processes. This condition applies also to the use of requirements contracts established by other public contracting agencies.

The awarding of district requirements contracts will likely result in a substantial cost savings and other substantial benefits to the district, as required by ORS 279C.335(2)(b). It would be costly and inefficient to make routine, repetitive purchases of goods and services through individual transactions. Also, the guaranteed volume of a requirements contract allows the district to get better prices from bidders.

#### **4. Waiver of Bid Security Requirements (Public Improvement Contracts under \$100,000)**

The LCRB may, at its discretion, waive the bid security requirements of ORS 279C.390, if the amount of the contract for the public improvement is less than \$100,000. Although the bid security requirements of ORS 279C.390 are waived for public improvement contracts under \$100,000, the district may impose a bid or quote security requirements for projects under \$100,000, when deemed to be in the best interest of the district.

#### **Findings of Fact/Conclusion of Compliance with Law**

This rule allows the LCRB to waive bid security requirements for certain public improvement contracts. Waiver of the bid security is provided for by statute without a requirement for findings.

#### **5. Waiver of Performance and Payment Security Requirements (Public Improvement Contracts under \$100,000)**

The LCRB may, at its discretion, waive the performance/payment security requirements of ORS 279C.390 if the amount of the contract for the public improvement is less than \$100,000. Although the performance/payment security requirements of ORS 279C.390 are waived for public improvement contracts less than \$100,000, the district may impose a performance/payment security requirement for projects less than \$100,000 when deemed to be in the best interest of the district.

## **Findings of Fact/Conclusion of Compliance with Law**

This rule allows the LCRB to waive performance/payment security requirements for certain public improvement contracts. Waiver of the performance/payment security is provided for by statute without a requirement for findings.

### **6. Projects with Complex Systems or Components**

- a. For contracts for public improvements with significant components that are inherently complex and are also complex to procure through competitive bid, the district may, at its discretion, use RFP competitive procurement methods subject to the conditions described in ORS 279C.400 and conditions enumerated in this exemption.
- b. Definitions. For purposes of this exemption only: “Complex Systems” are defined as those systems which incorporate the procurement of materials or other components which are difficult, if not impossible, to create in an “equal” specifications basis for competitive bid. Examples of such systems include but are not limited to, contracts for supplying and installing computerized controls for building heating, venting, air conditioning systems; and contracts for artificial surface outdoor multipurpose athletic fields. “Significant” is intended to mean something more than de minimus, but not necessarily the majority of the project as determined by cost.

## **Finding of Fact/Conclusion of Compliance with the Law**

It is unlikely that this exemption will encourage favoritism in the awarding of the public contracts or substantially diminish competition for such contracts as required by ORS 279C.335(2)(a). Contracts for public improvements occasionally incorporate the procurement of systems, materials, or other components (complex systems) for which it is extremely difficult to design bid specifications. In these situations, utilization of a RFP process where each of the systems can be evaluated utilizing a number of factors, in addition to price, will likely result in substantial cost savings and other substantial benefits to the district as required by ORS 279C.335(2)(b).

ORS 279C.400 enumerates how RFP’s are to be used if authorized by the LCRB. These criteria, ensures that competitive means will be used, and selection will be fair and impartial. As a result, it is unlikely that this process will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts as required by ORS 279C.335(2)(a). The awarding of contracts pursuant to this process will result in optimal value to the district based on selection by the district of the best competitive proposal that meets the stated evaluative criteria.

This class exemption is intended to be used for the types of procurements describe in the findings, where the specific system, materials or components represent a significant portion of the project. This class exemption is not intended to be used for construction manager/general contractor (CM/GC) projects or other methods of alternative procurement unless these projects meet the requirements of this class exemption. The CM/GC and others, not meeting the requirements of this class exemption, may still be procured by RFP, provided that a project or contract specific exemption is promulgated by the LCRB.

# OSBA Model Sample Policy

Code:  
Adopted:

DJCA

**DELETE**  
**Replace with NEW DJC**

## Personal Services Contracts

*(Delete this policy. OSBA has moved personal services contract language to DJC.)*

The district may enter into personal services contracts with qualified professionals as provided by Oregon Revised Statute (ORS) 279A.055. "Personal services contracts," as used in this policy, means contracts for specialized skills, knowledge and resources in the application of highly technical or scientific expertise or the exercise of professional, artistic or management discretion or judgment. The district may enter into a personal services contract with a current district employee only when the individual meets independent contractor status in accordance with state, Public Employees Retirement System (PERS) and Internal Revenue Service (IRS) requirements.

Selection of a personal services contractor will be based primarily on qualifications and performance history, expertise, knowledge and creativity and the ability to exercise sound professional judgment.

All personal services contracts shall be based on demonstrated qualifications and competence to perform the required services, encourage competition, discourage favoritism and obtain services at a fair and reasonable price.

Contracts for personal services in excess of [\$150,000] shall require prior Board approval.

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

END OF POLICY

### Legal Reference(s):

[ORS Chapters 279](#)

[ORS Chapters 279A, 279B and 279C](#)

[ORS 332.107](#)

[ORS 670.600](#)

[OAR 459-010-0030](#)

INTERNAL REVENUE SERVICE, PUBLICATION 1779: INDEPENDENT CONTRACTOR OR EMPLOYEE (Rev. 3-2012).



# OSBA Model Sample Policy

Code: DJC  
Adopted:

**NEW**  
**Replacing Deleted**  
**DJC & DJCA**

## Bidding Requirements

{Highly recommended policy. The Board serves as the Local Contract Review Board (LCRB) and has the ability to adopt its own procurement rules. Many districts choose to use the *Oregon Attorney General's Model Public Contracting Rules* in OAR Chapter 137, Divisions 045 - 049. If the LCRB does not adopt rules, the Attorney General's Model Public Contracting Rules apply. This policy is based on those rules. The LCRB may also include as part of its rules portions of the Oregon Department of Administrative Services administrative rules in OAR Chapter 125, Divisions 269 - 249. If the LCRB adopts its own rules, delete portions of this policy that are inconsistent with those rules.}

The Board is the Local Contract Review Board (LCRB) for the district. [The LCRB has not adopted its own rules of procurement. Consequently, the *Oregon Attorney General's Model Public Contracting Rules*<sup>1</sup> shall apply to the district.<sup>2</sup>

OR

[The Board is the Local Contract Review Board (LCRB) for the district. The LCRB has adopted its own rules of procedure that will govern district purchasing.<sup>3</sup> Consequently, the model rules<sup>4</sup> adopted by the Attorney General shall not apply to the district. The district shall review its rules each time the Attorney General adopts a modification of the model rules to determine whether any modifications need to be made to district rules, as required by ORS 279A.065(6)(b). New rules, as necessary, shall be adopted by the LCRB. In the event it is unnecessary to adopt new rules, Board minutes will reflect that the review process was completed as required.]

Additionally, the district may include as part of its procedures portions of the Oregon Department of Administrative Services administrative rules governing Public Contract Exemptions, OAR Chapter 125, Divisions 246 - 249.

The LCRB may make the written findings required by law for exemptions from competitive bidding. Such findings shall be maintained by the district and made available on request.

The district may not artificially divide or fragment a procurement to reduce the procurement requirements.

The superintendent may develop administrative regulations or procedures to assist with the implementation of this policy and applicable procurement rules.

## Goods and Services

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<sup>1</sup> Oregon Administrative Rules (OAR) 137-045 - 049

<sup>2</sup> See ORS 279A.065(5). {The LCRB can formally adopt the AG rules. If the LCRB formally adopts the rules, the district is required to review the AG rules each time there is a modification.}

<sup>3</sup> [The district should insert date of adoption of such rules and their location here and remove brackets.]

<sup>4</sup> Oregon Administrative Rules (OAR) 137-045 - 049

The district will purchase goods and services through the following procedures, unless an exception applies:

1. **Small Procurement.** For purchases of goods and services with a contract price not exceeding \$25,000, the district can use any manner deemed practical or convenient, including direct selection or award. Amendments to a contract awarded through small procurement must be in accordance with OAR 137-047-0800.
2. **Intermediate Procurement.** For purchases of goods and services with a contract price exceeding \$25,000, but not exceeding \$250,000, the district shall seek at least three informally solicited competitive price quotes or competitive proposals from prospective contractors. The district will keep record of the request and quotes. If three quotes are not reasonably available, fewer will suffice, but the district will make a written record of the effort made. The district may negotiate with a prospective contractor to clarify the quote or offer, or to effect modifications. Amendments to a contract awarded through intermediate procurement must be in accordance with OAR 137-047-0800.
3. **Regular Procurement.** For purchases exceeding \$250,000, the district will use competitive sealed bids (OAR 137-047-0255) or competitive sealed proposals (OAR 137-047-0260). Amendments to contracts awarded through regular procurement must be in accordance with OAR 137-047-0800.
4. **Emergency Procurements.** In situations of emergency<sup>5</sup>, the LCRB or designee may authorize an emergency procurement. In an emergency procurement, the district is not required to follow general procurement requirements. The district must ensure competition for the contract that is reasonable and appropriate under the circumstances. The district must document the nature of the emergency and the method used for the selection of the contractor.
5. **Sole-source Procurements.** If the LCRB or designee determines that the goods or services are available from only one source, the district may award a contract without competition. To the extent reasonably practicable, the district shall negotiate with the sole source to obtain contract terms that are advantageous to the district. The determination of sole source must be based on written findings and may include:
  - a. That the efficient utilization of existing goods requires acquiring compatible goods or services;
  - b. That the goods or services required to exchange software or data with other public or private agencies are available from only one source;
  - c. That the goods or services are for use in a pilot or experimental project; or
  - d. Other findings that support the conclusion that the goods or services are available from only one source.<sup>6</sup>
6. **Special Procurements.** “Special procurement” means a contract or class of contracts that use a contracting procedure other than competitive sealed proposals, competitive sealed bidding, small procurement or intermediate procurement. Special procurements require LCRB approval and will be

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<sup>5</sup> “Emergency” means circumstances that:

1. Could not have been foreseen;
2. Create a substantial risk of loss, damage or interruption of services or a substantial threat to property, public health, welfare or safety; and
3. Require prompt execution of a contract to remedy the condition.

<sup>6</sup> If the contract does not exceed \$250,000, using intermediate procurement is likely less burdensome than sole source.

conducted in accordance with ORS 279B.085, OAR 137-047-0285, and this policy [and administrative regulation DJC-AR - Exemptions from Competitive Bidding and Special Procurement].<sup>{7}</sup>

7. Personal Services Contracts. “Personal services contract,” as used in this policy, means a contract whose primary purpose is to acquire specialized skills, knowledge and resources in the application of technical or scientific expertise, or the exercise of professional, artistic or management discretion or judgment.<sup>8</sup> Unless otherwise designated by the LCRB, personal services contracts will be procured in accordance with applicable procurement laws. The LCRB may designate certain service contracts or classes of service contracts as personal services contracts and exempt them from competitive bidding.<sup>{9}</sup> All personal services contracts shall be based on demonstrated qualifications and competence to perform the required services, encourage competition, discourage favoritism and obtain services at a fair and reasonable price. Personal service contractors may be required to qualify as independent contractors in accordance with applicable laws.<sup>10</sup>

Procurements for services estimated to be in excess of \$250,000 shall go through the cost analysis and feasibility process in accordance with ORS 279B.030.

## Public Improvements

“Public improvement” means a project for construction, reconstruction or major renovation on real property by or for the district.<sup>11</sup> The district will contract for public improvements using the following procedures, unless an exception applies.

1. Public improvements contracts with a value of less than \$25,000 are exempt from competitive bidding.
2. Intermediate Procurements. For public improvement contracts not exceeding \$100,000, the district may utilize three quotes<sup>12</sup>:

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<sup>7</sup> {If the LCRB has designated contracts or classes of contracts as special procurements, include this information along with reference to the LCRB action.}

<sup>8</sup> This includes, but is not limited to, contracts for the services of an accountant, physician or dentist, educator, consultant (including a provider under an Architectural and Engineering Service Contract), broadcaster, or artist (including a photographer, filmmaker, painter, weaver or sculptor (OAR 137-045-0010(19)). Also includes architectural, engineering, photogrammatic mapping, transportation planning or land surveying services procured under ORS 279C.105 (ORS 279C.100) and related services procured under ORS 279C.120 (ORS 279C.100(5)).

<sup>9</sup> {If the LCRB has designated contracts or classes of contracts as personal services contracts, include this information along with reference to the LCRB action.}

<sup>10</sup> See ORS 670.600 and OAR 459-005-0020.

<sup>11</sup> Public improvement does not include:

1. Projects for which no funds of the district are directly or indirectly used, except for participation that is incidental or related primarily to project design or inspection; or
2. Emergency work, minor alternation, ordinary repair or maintenance necessary to preserve a public improvement.

<sup>12</sup> If three quotes are not reasonably available, the district shall make a written record of the effort made to obtain these quotes.

- a. The request for the quotes shall be in writing (unless not reasonably practicable)<sup>13</sup>;
- b. The request for quotes shall include the selection criteria and if the criteria are not of equal value, their relative value or ranking.

The district shall award the contract to the prospective contractor whose quote will best serve the interest of the district, based on the selection criteria. If the award is not made to the offeror and quote with the lowest price, the district will make a written record of the basis for the award. Amendments to a contract awarded via intermediate procurement may be increased in accordance with OAR 137-049-0160(6)-(7).

3. Regular Procurements. For purchases exceeding \$100,000, the district will use invitation to bid or request for proposals except as otherwise allowed by law. See OAR 137-049-0130 and OAR 137-049-0640. Amendments to contracts awarded through regular procurement must be in accordance with OAR 137-049-0910.
4. Emergency Procurements. Emergency contracts for construction services are not considered public improvement contracts and will be procured in accordance with OAR 137-049-0140 and OAR 137-049-0150.
5. Community Benefit Contracts. "Community benefit contract" means a public improvement contract that includes, but is not limited to, terms and conditions that require the contractor to:
  - a. Qualify as a training agent, as defined in ORS 660.010, or provide apprenticeship training that meets applicable federal and state standards for apprenticeship training;
  - b. Employ apprentices to perform a specified percentage of work hours that workers in apprenticeable occupations perform on the community benefit project;
  - c. Provide employer -paid family health insurance; and
  - d. Meet any other requirements that the LCRB sets forth.

Community benefits contracts may be procured in accordance with ORS 279C.308.

6. Construction Manager/General Contractor (CM/GC) Procurement. The district shall procure CM/GC services in accordance with model rules the Attorney General adopts under Oregon Revised Statute (ORS) 279A.065(3) and OAR 137-049-0690, which requires "the assistance of legal counsel with substantial experience and necessary expertise in using the CM/GC Method, as well as knowledgeable staff, consultants or both staff and consultants who have demonstrated capability of managing the CM/GC process in the necessary disciplines of engineering, construction scheduling and cost control, accounting, legal, Public Contracting and project management."

END OF POLICY

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**Legal Reference(s):**

[ORS Chapter 279](#)  
[ORS Chapter 279A](#)  
[ORS Chapter 279B](#)

[ORS Chapter 279C](#)  
[ORS 670.600](#)

[OAR Chapter 125](#), Divisions 246 -  
249

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<sup>13</sup> For Public Works Contracts, oral quotations may only be utilized in the event that written copies of prevailing wage rates are not required by the Bureau of Labor and Industries.

[OAR Chapter 137](#), Divisions 045 - [OAR 459](#)-005-0020  
049

[OREGON PROCUREMENT MANUAL](#), Oregon Department of Administrative Services.

# OSBA Model Sample Policy

Code: GBN/JBA  
Adopted:

## Policy Update Mirror Policy JBA/GBN

### Sexual Harassment

{Required policy. The requirement for this policy comes from ORS 342.700 et. al.,  
OAR 581-021-0038 and federal Title IX laws.}

The district is committed to eliminating sexual harassment. Sexual harassment will not be tolerated in the district. All students, staff members and other persons are entitled to learn and work in an environment that is free of harassment. All staff members, students and third parties are subject to this policy. Any person may report sexual harassment.

The district processes complaints<sup>{1}</sup> or reports of sexual harassment under Oregon Revised Statute (ORS) 342.700 et. al. and federal Title IX laws found in Title 34 C.F.R. Part 106. Individual complaints may require both of these procedures, and may involve additional complaint procedures.

### General Procedures

When information, a report or complaint regarding sexual harassment is received by the district, the district will review such information, report or complaint to determine which law applies and will follow the appropriate procedures. When the alleged conduct could meet both of the definitions in ORS Chapter 342 and Title IX, both complaint procedures should be processed simultaneously (*see* GBN/JBA-AR(1) - Sexual Harassment Complaint Procedure and GBN/JBA-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure). The district may also need to use other complaint procedures when the alleged conduct could meet the definitions for other complaint procedures<sup>{2}</sup>.

### OREGON DEFINITION AND PROCEDURES

#### Oregon Definition

Sexual harassment of students, staff members or third parties<sup>3</sup> shall include:

1. A demand or request for sexual favors in exchange for benefits;
2. Unwelcome conduct of a sexual nature that is physical, verbal, or nonverbal and that:
  - a. Interferes with a student's educational activity or program;
  - b. Interferes with a school or district staff member's ability to perform their job; or

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<sup>1</sup> {Some districts choose not to use the terms "complaint" and "complainant" because they feel the stigma associated with the terms discourage victims from reporting conduct. The terms used in this policy are consistent with those included in the law. If the district chooses to change these terms, new terms must be consistent and clear. Note, "complainant" is defined under federal law.}

<sup>2</sup> {Common complaint procedures that may also be involved include: Nondiscrimination (Board policy AC), Workplace Harassment (Board policy GBEA), [Hazing, ]Harassment, Intimidation, Bullying, [Menacing, ]Cyberbullying, Teen Dating Violence and Domestic Violence – Student (Board policy JFCF), and Reporting Requirements for Suspected Sexual Conduct with Students (Board policy GBNA/JHFF).}

<sup>3</sup> "Third party" means a person who is not a student or a school or district staff member and who is: 1) on or immediately adjacent to school grounds or district property; 2) at a school-sponsored activity or program; or 3) off school grounds or district property if a student or a school or district staff member acts toward the person in a manner that creates a hostile environment for the person while on school or district property, or at a school- or district-sponsored activity.

c. Creates an intimidating, offensive, or hostile environment.

3. Assault when sexual contact occurs without the student's, staff member's or third party's consent because the student, staff member or third party is under the influence of drugs or alcohol, is unconscious or is pressured through physical force, coercion or explicit or implied threats consent.<sup>{5}</sup>

Sexual harassment does not include conduct that is necessary because of a job duty of a school or district staff member or because of a service required to be provided by a contractor, agent, or volunteer, if the conduct is not the product of sexual intent or a person finding another person, or another person's actions, offensive because of that other person's sexual orientation or gender identity.

Examples of sexual harassment may include, but not be limited to, <sup>{6}</sup>physical touching or graffiti of a sexual nature; displaying or distributing of sexually explicit drawings; pictures and written materials; sexual gestures or obscene jokes; touching oneself sexually or talking about one's sexual behaviors in front of others; or spreading rumors about or rating other students or others as to appearance, sexual activity or performance.

## Oregon Procedures

Reports and complaints of sexual harassment should be made to the following individual(s):

| Name       | Position       | Phone        | Email                       |
|------------|----------------|--------------|-----------------------------|
| JON ZWEMKE | SUPERINTENDENT | 541-271-3656 | jzwemke@reedsport.k12.or.us |

This [These] individual[s] is [are] responsible for accepting and managing complaints of sexual harassment. Persons wishing to report should contact them using the above information. This person is also designated as the Title IX coordinator.<sup>{7}</sup> See GBN/JBA-AR(1) - Sexual Harassment Complaint Procedure.

## Response

Any staff member who becomes aware of behavior that may violate this policy shall immediately report to a district official. The district official (with coordination involving the reporting staff member when appropriate) will take any action necessary to ensure the:

1. Student is protected and to promote a nonhostile learning environment;

<sup>4</sup> "Without consent" means an act performed: (a) without the knowing, voluntary and clear agreement by all parties to participate in the specific act; or (b) when a person who is a party to the act is incapacitated by drugs or alcohol; unconscious; or pressured through physical force, coercion or explicit or implied threats to participate in the act.

<sup>5</sup> {The statutory definition (ORS 342.704) for sexual harassment includes separate definitions with slightly different language for students, staff members and third parties. The language used in this policy comes from OAR 581-021-0038(1). If the district would like to include the full statutory definition, it can do so.}

<sup>6</sup> {OAR 581-021-0038 requires that the policy include a "examples of harassing behaviors covered by policy". The bracketed list in this policy reflects OSBA's recommendations. The district has discretion in what is included in this list. If listing behaviors not reflected in OSBA recommendations, please have the list reviewed by the district's legal counsel.}

<sup>7</sup> {This must be communicated elsewhere, but it is a good reason to specify it here as well.}

2. Staff member is protected and to promote a nonhostile work environment; or
3. Third party who is subjected to the behavior is protected and to promote a nonhostile environment.

This includes providing resources for support measures to the student, staff member or third party who was subjected to the behavior and taking any actions necessary to remove potential future impact on the student, staff member or third party, but are not retaliatory against the student, staff member or third party being harassed or the person who reported to the district official.

Any student or staff member who feels they are a victim of sexual harassment are encouraged to **immediately** report their concerns to district officials, this includes officials such as the principal, compliance officer or superintendent. Students may also report concerns to a teacher, counselor or school nurse, who will promptly notify the appropriate district official.

### Investigation

All reports and complaints about behavior that may violate this policy shall be investigated. The district may use, but is not limited to, the following means for investigating incidents of possible harassment:

1. Interviews with those involved;
2. Interviews with witnesses;
3. Review of video surveillance;
4. Review of written communications, including electronic communications;
5. Review of any physical evidence; and
6. Use of third-party investigator.

The district will use a **reasonable person** standard when determining whether a hostile environment exists. A hostile environment exists if a reasonable person with similar characteristics and under similar circumstances would consider the conduct to be so severe as to create a hostile environment.<sup>{8}</sup>

The district may take, but is not limited to, the following procedures and remedial action to address and stop sexual harassment:

1. Discipline of staff and students engaging in sexual harassment;
2. Removal of third parties engaged in sexual harassment;
3. Additional supervision in activities;
4. Additional controls for district electronic systems;
5. Trainings and education for staff and students; and
6. Increased notifications regarding district procedures and resources.

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<sup>8</sup> {OSBA strongly recommends that the Board receive input from district administration prior to adopting a standard here. Of note, Title IX's definition of sexual harassment includes "unwelcome conduct determined *by a reasonable person* to be..." 34 CFR 106.30(a), emphasis added. It is important to consider the different definitions under Oregon law and Title IX when determining which standards will apply for the Oregon process.}

When a student or staff member is harassed by a third party, the district will consider the following:

1. Removing that third party's ability to contract or volunteer with the district, or be present on district property;
2. If the third party works for an entity that contracts with the district, communicating with the third party's employer;
3. If the third party is a student of another district or school, communicate information related to the incident to the other district or school;
4. Limiting attendance at district events; and
5. Providing for additional supervision, including law enforcement if necessary, at district events.

### **No Retaliation**

Retaliation against persons who initiate complaint or otherwise report sexual harassment or who participate in an investigation or other related activities is prohibited. The initiation of a complaint, reporting of behavior, or participation in an investigation, in good faith about behavior that may violate this policy may not adversely affect the:

1. Educational assignments or educational environment of a student or other person initiating the complaint, reporting the behavior, or participating in the investigation; or
2. Any terms or conditions of employment or of work or educational environment of a school or district staff member or other person initiating the complaint, reporting the behavior, or participating in the investigation.

Students who initiate a complaint or otherwise report harassment covered by the policy or who participate in an investigation may not be disciplined for violations of the district's drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered because of the report or investigation, unless the student gave another person alcohol or drugs without the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct.

### **Notice**

When a person<sup>9</sup> who may have been affected by this policy files a complaint or otherwise reports behavior that may violate the policy, the district shall provide written notification to the following:

1. Each reporting person;
2. If appropriate, any impacted person who is not a reporting person;
3. Each reported person; and
4. Where applicable, a parent or legal guardian of a reporting person, impacted person, or reported person.

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<sup>9</sup> Student, staff member, or third party, or if applicable, the student or third party's parent. If the person is a minor, the district should consider when to contact the person's parent.

The written notification must include<sup>10</sup>:

1. Name and contact information for all person designated by the district to receive complaints;
2. The rights of the person that the notification is going to;
3. Information about the internal complaint processes available through the school or district that the [student, student's parents, staff member, person or person's parent] person who filed the complaint may pursue, including the person designated for the school or district for receiving complaints and any timelines;
4. Notice that civil and criminal remedies that are not provided by the school or district may be available to the person through the legal system and that those remedies may be subject to statutes of limitation;
5. Information about services available to the student or staff member through the school or district, including any counseling services, nursing services or peer advising;
6. Information about the privacy rights of the person and legally recognized exceptions to those rights for internal complaint processes and services available through the school or district;
7. Information about, and contact information for, services and resources that are available to the person, including but not limited to:
  - a. For the reporting person, state and community-based resources for persons who have experienced sexual harassment; or
  - b. For the reported persons, information about and contact information for state and community-based mental health services.
8. Notice that students who report about possible prohibited conduct and students who participate in an investigation under this policy may not be disciplined for violations of the district's drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered as a result of a prohibited conduct report or investigation unless the student gave another person alcohol or drugs without the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct; and
9. Prohibition of retaliation.

Notification, to the extent allowable under state and federal student confidentiality laws, must be provided when the investigation is initiated and concluded. The notification at the conclusion must include whether a violation of the policy was found to have occurred.

The notice must:

1. Be written in plain language that is easy to understand;
2. Use print that is of a color, size and font that allows the notification to be easily read; and
3. Be made available to students, students' parents, staff members and member of the public at each office, at the district office and on the website of the school or district.

### **[Oregon Department of Education (ODE) Support**

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<sup>10</sup> Remember confidentiality laws when providing any information.

The ODE will provide technical assistance and training upon request.]

## **FEDERAL DEFINITION AND PROCEDURES**

### **Federal Definition**

Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity<sup>11</sup>;
3. "Sexual assault": an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;
4. "Dating violence": violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship and the frequency of interaction between the persons involved in the relationship;
5. "Domestic violence": felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction; or
6. "Stalking": engaging in a course of conduct directed at a specific person that would cause a reasonable person fear for the person's own safety or the safety of others, or suffer substantial emotional distress.

This definition only applies to sex discrimination occurring against a person who is a subject of this policy in the United States. A district's treatment of a complainant or a respondent in response to a formal complaint of sexual harassment may constitute discrimination on the basis of sex under Title IX.

### **Federal Procedures**

The district will adopt and publish grievance procedures that provide for the prompt and equitable resolution of the student and employee complaints alleging any action that would be prohibited by this policy. *See* GBN/JBA-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure.

### **Reporting**

Any person may report sexual harassment. This report may be made in person, by mail, by telephone, or by electronic mail, or by any other means that results in the Title IX coordinator receiving the person's verbal or written report. The report can be made at any time.

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<sup>11</sup> "Education program or activity" includes locations, events, or circumstances over which the recipient exercised substantial control over both the respondent and the context in which the sexual harassment occurs." (Title 34 C.F.R. § 106.44(a))

The Superintendent [Person or position] is designated as the Title IX coordinator [and can be contacted at [insert phone number]]. The Title IX coordinator will coordinate the district's efforts to comply with its responsibilities related to this AR. The district prominently will display the contact information for the Title IX coordinator on the district website and in each handbook.<sup>{12}</sup>

## Response

The district will promptly respond to information, allegations or reports of sexual harassment when there is actual knowledge of such harassment, even if a formal complaint has not been filed.<sup>13</sup> The district shall treat complainants and respondents equitably by providing supportive measures<sup>14</sup> to the complainant and by following a grievance procedure<sup>15</sup> prior to imposing any disciplinary sanctions or other actions that are not supportive measures against a respondent. The Title IX coordinator is responsible for coordinating the effective implementation of supportive measures.

The Title IX coordinator must promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes, with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.<sup>16</sup>

If after an individualized safety and risk analysis, it is determined that there is an immediate threat to the physical health or safety of any person, an emergency removal of the respondent can take place.<sup>17</sup> The district must provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. A non-student employee may also be placed on non-disciplinary administrative leave pending the grievance process.

## Notice

The district shall provide notice to all applicants for admission and employment, students, parents or legal guardians, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the following:

1. The name or title, office address, electronic mail address, and telephone number of the Title IX coordinator(s);

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<sup>12</sup> {Note the difference in requirements for Title IX and Oregon law. It makes sense to align these requirements.}

<sup>13</sup> (Title 34 C.F.R. § 106.44(a)) Response cannot be deliberately indifferent. A recipient is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

<sup>14</sup> (Title 34 C.F.R. § 106.44(a)) Supportive measures means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment.<sup>14</sup> The district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide supportive measures. (Title 34 C.F.R. § 99.30(a))

<sup>15</sup> This grievance procedure must meet the requirements of Title 34 C.F.R. § 106.45 (included in accompanying administrative regulation, *see* GBN/JBA-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure).

<sup>16</sup> The Title IX coordinator may also discuss that the Title IX coordinator has the ability to file a formal complaint.

<sup>17</sup> The district may still have obligations under Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 or the American with Disabilities Act (ADA). (Title 34 C.F.R. § 106.44(c))

2. That the district does not discriminate on the basis of sex in the education program or activity that it operates, as required by Title IX. This includes admissions and employment; and
3. The grievance procedure and process, how to file a formal complaint of sex discrimination or sexual harassment, and how the district will respond.

[Inquiries about the application to Title IX and its requirements may be referred to the Title IX coordinator or the Assistant Secretary<sup>18</sup>, or both.]

### **No Retaliation**

Neither the district or any person may retaliate<sup>19</sup> against an individual for reporting, testifying, providing evidence, being a complainant, otherwise participating or refusing to participate in any investigation or process in accordance with this procedure. The district must keep confidential the identity of parties and participating persons, except as disclosure is allowed under Family Educational Rights and Privacy Act (FERPA), as required by law, or to carry out the proceedings herein. Complaints of retaliation may be filed using these procedures.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding does not constitute retaliation.

### **Publication**

This policy shall be made available to students, parents of students and staff members. This policy [and contact information for the Title IX coordinator] shall be prominently published in the [school] [district] student handbook and on the [school] [district] website. This policy shall also be made available at each school office and at the district office. The district shall post this policy on a sign in all grade 6 through 12 schools, on a sign that is at least 8.5 inches by 11 inches in size. A copy of the policy will be made available to any [student, parent of a student, school or district staff member, or third party] [person] upon request.

### **END OF POLICY**

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

[ORS 243.706](#)  
[ORS 332.107](#)  
[ORS 342.700](#)  
[ORS 342.704](#)  
[ORS 342.708](#)

[ORS 342.850](#)  
[ORS 342.865](#)  
[ORS 659.850](#)  
[ORS 659A.006](#)  
[ORS 659A.029](#)

[ORS 659A.030](#)  
[OAR 581-021-0038](#)  
[OAR 584-020-0040](#)  
[OAR 584-020-0041](#)

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 (2018).

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

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

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<sup>18</sup> Of the United States Department of Education.

<sup>19</sup> Retaliation includes, but is not limited to, intimidation, threats, coercion, and discrimination.

# OSBA Model Sample Policy

## Policy Update Mirror Policy GBN/JBA

Code: JBA/GBN  
Adopted:

### Sexual Harassment

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OAR 581-021-0038 and federal Title IX laws.}

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  - b. Interferes with a school or district staff member's ability to perform their job; or

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<sup>1</sup> {Some districts choose not to use the terms "complaint" and "complainant" because they feel the stigma associated with the terms discourage victims from reporting conduct. The terms used in this policy are consistent with those included in the law. If the district chooses to change these terms, new terms must be consistent and clear. Note, "complainant" is defined under federal law.}

<sup>2</sup> {Common complaint procedures that may also be involved include: Nondiscrimination (Board policy AC), Workplace Harassment (Board policy GBEA), [Hazing, ]Harassment, Intimidation, Bullying, [Menacing, ]Cyberbullying, Teen Dating Violence and Domestic Violence – Student (Board policy JFCF), and Reporting Requirements for Suspected Sexual Conduct with Students (Board policy JHFF/GBNAA).}

<sup>3</sup> "Third party" means a person who is not a student or a school or district staff member and who is: 1) on or immediately adjacent to school grounds or district property; 2) at a school-sponsored activity or program; or 3) off school grounds or district property if a student or a school or district staff member acts toward the person in a manner that creates a hostile environment for the person while on school or district property, or at a school- or district-sponsored activity.

c. Creates an intimidating, offensive, or hostile environment.

3. Assault when sexual contact occurs without the student's, staff member's or third party's consent because the student, staff member or third party is under the influence of drugs or alcohol, is unconscious or is pressured through physical force, coercion or explicit or implied threats consent<sup>4</sup>.<sup>{5}</sup>
4. Sexual harassment does not include conduct that is necessary because of a job duty of a school or district staff member or because of a service required to be provided by a contractor, agent, or volunteer, if the conduct is not the product of sexual intent or a person finding another person, or another person's actions, offensive because of that other person's sexual orientation or gender identity.

Examples of sexual harassment may include, but not be limited to, <sup>{6}</sup>physical touching or graffiti of a sexual nature; displaying or distributing of sexually explicit drawings; pictures and written materials; sexual gestures or obscene jokes; touching oneself sexually or talking about one's sexual behaviors in front of others; or spreading rumors about or rating other students or others as to appearance, sexual activity or performance.

## Oregon Procedures

Reports and complaints of sexual harassment should be made to the following individual(s):

| Name       | Position       | Phone        | Email                       |
|------------|----------------|--------------|-----------------------------|
| JON ZWEMKE | SUPERINTENDENT | 541-271-3656 | jzwemke@reedsport.k12.or.us |

This [These] individual[s] is [are] responsible for accepting and managing complaints of sexual harassment. Persons wishing to report should contact them using the above information. This person is also designated as the Title IX coordinator.<sup>{7}</sup> See GBN/JBA-AR(1) - Sexual Harassment Complaint Procedure.

## Response

Any staff member who becomes aware of behavior that may violate this policy shall immediately report to a district official. The district official (with coordination involving the reporting staff member when appropriate) will take any action necessary to ensure the:

1. Student is protected and to promote a nonhostile learning environment;

<sup>4</sup> "Without consent" means an act performed: (a) without the knowing, voluntary and clear agreement by all parties to participate in the specific act; or (b) when a person who is a party to the act is incapacitated by drugs or alcohol; unconscious; or pressured through physical force, coercion or explicit or implied threats to participate in the act.

<sup>5</sup> {The statutory definition (ORS 342.704) for sexual harassment includes separate definitions with slightly different language for students, staff members and third parties. The language used in this policy comes from OAR 581-021-0038(1). If the district would like to include the full statutory definition, it can do so.}

<sup>6</sup> {OAR 581-021-0038 requires that the policy include a "examples of harassing behaviors covered by policy". The bracketed list in this policy reflects OSBA's recommendations. The district has discretion in what is included in this list. If listing behaviors not reflected in OSBA recommendations, please have the list reviewed by the district's legal counsel.}

<sup>7</sup> {This must be communicated elsewhere, but it is a good reason to specify it here as well.}

2. Staff member is protected and to promote a nonhostile work environment; or
3. Third party who is subjected to the behavior is protected and to promote a nonhostile environment.

This includes providing resources for support measures to the student, staff member or third party who was subjected to the behavior and taking any actions necessary to remove potential future impact on the student, staff member or third party, but are not retaliatory against the student, staff member or third party being harassed or the person who reported to the district official.

Any student or staff member who feels they are a victim of sexual harassment are encouraged to **immediately** report their concerns to district officials, this includes officials such as the principal, compliance officer or superintendent. Students may also report concerns to a teacher, counselor or school nurse, who will promptly notify the appropriate district official.

### Investigation

All reports and complaints about behavior that may violate this policy shall be investigated. The district may use, but is not limited to, the following means for investigating incidents of possible harassment:

1. Interviews with those involved;
2. Interviews with witnesses;
3. Review of video surveillance;
4. Review of written communications, including electronic communications;
5. Review of any physical evidence; and
6. Use of third-party investigator.
7. The district will use a reasonable person standard when determining whether a hostile environment exists. A hostile environment exists if a reasonable person with similar characteristics and under similar circumstances would consider the conduct to be so severe as to create a hostile environment.<sup>{8}</sup>

The district may take, but is not limited to, the following procedures and remedial action to address and stop sexual harassment:

1. Discipline of staff and students engaging in sexual harassment;
2. Removal of third parties engaged in sexual harassment;
3. Additional supervision in activities;
4. Additional controls for district electronic systems;
5. Trainings and education for staff and students; and

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<sup>8</sup> {OSBA strongly recommends that the Board receive input from district administration prior to adopting a standard here. Of note, Title IX's definition of sexual harassment includes "unwelcome conduct determined by a reasonable person to be..." 34 CFR 106.30(a), emphasis added. It is important to consider the different definitions under Oregon law and Title IX when determining which standards will apply for the Oregon process.}

6. Increased notifications regarding district procedures and resources.

When a student or staff member is harassed by a third party, the district will consider the following:

1. Removing that third party's ability to contract or volunteer with the district, or be present on district property;
2. If the third party works for an entity that contracts with the district, communicating with the third party's employer;
3. If the third party is a student of another district or school, communicate information related to the incident to the other district or school;
4. Limiting attendance at district events; and
5. Providing for additional supervision, including law enforcement if necessary, at district events.

### **No Retaliation**

Retaliation against persons who initiate complaint or otherwise report sexual harassment or who participate in an investigation or other related activities is prohibited. The initiation of a complaint, reporting of behavior, or participation in an investigation, in good faith about behavior that may violate this policy may not adversely affect the:

1. Educational assignments or educational environment of a student or other person initiating the complaint, reporting the behavior, or participating in the investigation; or
2. Any terms or conditions of employment or of work or educational environment of a school or district staff member or other person initiating the complaint, reporting the behavior, or participating in the investigation.

Students who initiate a complaint or otherwise report harassment covered by the policy or who participate in an investigation may not be disciplined for violations of the district's drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered because of the report or investigation, unless the student gave another person alcohol or drugs without the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct.

### **Notice**

When a person<sup>9</sup> who may have been affected by this policy files a complaint or otherwise reports behavior that may violate the policy, the district shall provide written notification to the following:

1. Each reporting person;
2. If appropriate, any impacted person who is not a reporting person;
3. Each reported person; and
4. Where applicable, a parent or legal guardian of a reporting person, impacted person, or reported person.

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<sup>9</sup> Student, staff member, or third party, or if applicable, the student or third party's parent. If the person is a minor, the district should consider when to contact the person's parent.

The written notification must include<sup>10</sup>:

1. Name and contact information for all person designated by the district to receive complaints;
2. The rights of the person that the notification is going to;
3. Information about the internal complaint processes available through the school or district that the [student, student's parents, staff member, person or person's parent] person who filed the complaint may pursue, including the person designated for the school or district for receiving complaints and any timelines;
4. Notice that civil and criminal remedies that are not provided by the school or district may be available to the person through the legal system and that those remedies may be subject to statutes of limitation;
5. Information about services available to the student or staff member through the school or district, including any counseling services, nursing services or peer advising;
6. Information about the privacy rights of the person and legally recognized exceptions to those rights for internal complaint processes and services available through the school or district;
7. Information about, and contact information for, services and resources that are available to the person, including but not limited to:
  - a. For the reporting person, state and community-based resources for persons who have experienced sexual harassment; or
  - b. For the reported persons, information about and contact information for state and community-based mental health services.
8. Notice that students who report about possible prohibited conduct and students who participate in an investigation under this policy may not be disciplined for violations of the district's drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered as a result of a prohibited conduct report or investigation unless the student gave another person alcohol or drugs without the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct; and
9. Prohibition of retaliation.

Notification, to the extent allowable under state and federal student confidentiality laws, must be provided when the investigation is initiated and concluded. The notification at the conclusion must include whether a violation of the policy was found to have occurred.

The notice must:

1. Be written in plain language that is easy to understand;
2. Use print that is of a color, size and font that allows the notification to be easily read; and
3. Be made available to students, students' parents, staff members and member of the public at each office, at the district office and on the website of the school or district.

### **[Oregon Department of Education (ODE) Support**

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<sup>10</sup> Remember confidentiality laws when providing any information.

The ODE will provide technical assistance and training upon request.]

## **FEDERAL DEFINITION AND PROCEDURES**

### **Federal Definition**

Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity<sup>11</sup>;
3. "Sexual assault": an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;
4. "Dating violence": violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship and the frequency of interaction between the persons involved in the relationship;
5. "Domestic violence": felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction; or
6. "Stalking": engaging in a course of conduct directed at a specific person that would cause a reasonable person fear for the person's own safety or the safety of others, or suffer substantial emotional distress.

This definition only applies to sex discrimination occurring against a person who is a subject of this policy in the United States. A district's treatment of a complainant or a respondent in response to a formal complaint of sexual harassment may constitute discrimination on the basis of sex under Title IX.

### **Federal Procedures**

The district will adopt and publish grievance procedures that provide for the prompt and equitable resolution of the student and employee complaints alleging any action that would be prohibited by this policy. See JBA/GBN-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure.

### **Reporting**

Any person may report sexual harassment. This report may be made in person, by mail, by telephone, or by electronic mail, or by any other means that results in the Title IX coordinator receiving the person's verbal or written report. The report can be made at any time.

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<sup>11</sup> "Education program or activity" includes locations, events, or circumstances over which the recipient exercised substantial control over both the respondent and the context in which the sexual harassment occurs." (Title 34 C.F.R. § 106.44(a))

The Superintendent [Person or position] is designated as the Title IX coordinator [and can be contacted at [insert phone number]]. The Title IX coordinator will coordinate the district's efforts to comply with its responsibilities related to this policy. The district prominently will display the contact information for the Title IX coordinator on the district website and in each handbook. {<sup>12</sup>}

## Response

The district will promptly respond to information, allegations or reports of sexual harassment when there is actual knowledge of such harassment, even if a formal complaint has not been filed.<sup>13</sup> The district shall treat complainants and respondents equitably by providing supportive measures<sup>14</sup> to the complainant and by following a grievance procedure<sup>15</sup> prior to imposing any disciplinary sanctions or other actions that are not supportive measures against a respondent. The Title IX coordinator is responsible for coordinating the effective implementation of supportive measures.

The Title IX coordinator must promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes, with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.<sup>16</sup>

If after an individualized safety and risk analysis, it is determined that there is an immediate threat to the physical health or safety of any person, an emergency removal of the respondent can take place.<sup>17</sup> The district must provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. A non-student employee may also be placed on non-disciplinary administrative leave pending the grievance process.

## Notice

The district shall provide notice to all applicants for admission and employment, students, parents or legal guardians, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the following:

1. The name or title, office address, electronic mail address, and telephone number of the Title IX coordinator(s);

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<sup>12</sup> {Note the difference in requirements for Title IX and Oregon law. It makes sense to align these requirements.}

<sup>13</sup> (Title 34 C.F.R. § 106.44(a)) Response cannot be deliberately indifferent. A recipient is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

<sup>14</sup> (Title 34 C.F.R. § 106.44(a)) Supportive measures means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment.<sup>14</sup> The district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide supportive measures. (Title 34 C.F.R. § 99.30(a))

<sup>15</sup> This grievance procedure must meet the requirements of Title 34 C.F.R. § 106.45 (included in accompanying administrative regulation, *see* JBA/GBN-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure).

<sup>16</sup> The Title IX coordinator may also discuss that the Title IX coordinator has the ability to file a formal complaint.

<sup>17</sup> The district may still have obligations under Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 or the American with Disabilities Act (ADA). (Title 34 C.F.R. § 106.44(c))

2. That the district does not discriminate on the basis of sex in the education program or activity that it operates, as required by Title IX. This includes admissions and employment; and
3. The grievance procedure and process, how to file a formal complaint of sex discrimination or sexual harassment, and how the district will respond.

[Inquiries about the application to Title IX and its requirements may be referred to the Title IX coordinator or the Assistant Secretary<sup>18</sup>, or both.]

### **No Retaliation**

Neither the district or any person may retaliate<sup>19</sup> against an individual for reporting, testifying, providing evidence, being a complainant, otherwise participating or refusing to participate in any investigation or process in accordance with this procedure. The district must keep confidential the identity of parties and participating persons, except as disclosure is allowed under Family Educational Rights and Privacy Act (FERPA), as required by law, or to carry out the proceedings herein. Complaints of retaliation may be filed using these procedures.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding does not constitute retaliation.

### **Publication**

This policy shall be made available to students, parents of students and staff members. This policy [and contact information for the Title IX coordinator] shall be prominently published in the [school] [district] student handbook and on the [school] [district] website. This policy shall also be made available at each school office and at the district office. The district shall post this policy on a sign in all grade 6 through 12 schools, on a sign that is at least 8.5 inches by 11 inches in size. A copy of the policy will be made available to any [student, parent of a student, school or district staff member, or third party] [person] upon request.

### **END OF POLICY**

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

[ORS 243.706](#)  
[ORS 332.107](#)  
[ORS 342.700](#)  
[ORS 342.704](#)  
[ORS 342.708](#)

[ORS 342.850](#)  
[ORS 342.865](#)  
[ORS 659.850](#)  
[ORS 659A.006](#)  
[ORS 659A.029](#)

[ORS 659A.030](#)  
[OAR 581-021-0038](#)  
[OAR 584-020-0040](#)  
[OAR 584-020-0041](#)

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 (2018).

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

Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999).

Gebser v. Lago Vista Indep. Sch. Dist., 524 U.S. 274 (1998).

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<sup>18</sup> Of the United States Department of Education.

<sup>19</sup> Retaliation includes, but is not limited to, intimidation, threats, coercion, and discrimination.

# OSBA Model Sample Policy

**DELETE**

Code:  
Adopted:

GCDA/GDDA

**Replace with NEW GCDA/GDDA**

## **Criminal Records Checks and Fingerprinting \***

*(Delete and see new version of this required model policy.)*

In a continuing effort to ensure the safety and welfare of students and staff, the district shall require all newly hired[ full-time and part-time] employees<sup>1</sup> not requiring licensure under Oregon Revised Statute (ORS) 342.223 to submit to a criminal records check and fingerprinting as required by law. Other individuals, as determined by the district, that will have direct, unsupervised contact with students shall submit to criminal records checks and/or fingerprinting as established by Board policy and as required by law.

“Direct, unsupervised contact with students” means contact with students that provides the person opportunity and probability for personal communication or touch when not under direct supervision.

Pursuant to state law, a criminal records check or fingerprint-based criminal records checks shall be required of the following individuals<sup>2</sup>:

1. All individuals employed as or by a contractor[, whether employed part-time or full-time,] and considered by the district to have direct, unsupervised contact with students;
2. Any community college faculty member providing instruction at the site of an early childhood education program, at a school site as part of an early childhood program or at a grade K through 12 school site during the regular school day;
3. Any individual who is an employee of a public charter school and not requiring licensure under ORS 342.223; and
4. <sup>[3]</sup>Any individual considered for volunteer service with the district who is allowed to have direct, unsupervised contact with students.

The district will provide the written notice about the requirements of fingerprinting and criminal records checks through means such as staff handbooks, employment applications, contracts or [volunteer] forms.

<sup>1</sup> Any individual hired within the last three months. A subject individual does not include an employee hired within the last three months if the district has evidence on file that meets the definition in Oregon Administrative Rule (OAR) 581-021-0510(11)(b).

<sup>2</sup> Subject individuals and requirements are further outlined in GCDA/GDDA-AR – Criminal Records Checks and Fingerprinting.

<sup>3</sup> [If the district allows volunteer service and the volunteers have direct, unsupervised contact with students, this policy language is required, and districts are required to conduct criminal records checks on these volunteers.]

[The district shall require a fingerprint-based criminal records check for volunteers allowed direct, unsupervised contact with students, in the following positions<sup>4</sup>:

1. [Head coach;]
2. [Assistant coach;]
3. [Overnight chaperone;]
4. [Volunteers transporting students, other than their own, in a private vehicle off district property for a district-sponsored activity] [;] [.]
5. [List of other positions subject to this fingerprinting, if any.] ]

The procedure for processing fingerprint collection is further outlined in GCDA/GDDA-AR – Criminal Records Checks and Fingerprinting.

A subject individual shall be subject to the collection of fingerprint information, only after the offer of employment or contract from the district and may be charged a fee by the district. A subject individual may request the fee be withheld from the amount otherwise due the individual.

The district [shall] [shall not] begin the employment of a subject individual or terms of a district contractor [on a probationary basis pending] [before] the return and disposition of the required criminal records checks.

When the district is notified of a subject individual who has been convicted of any crimes prohibiting employment or contract the individual will not be employed or contracted, or if employed will be terminated. When the district is notified of a subject individual who knowingly made a false statement as to the conviction of any crime, the individual [may] [will not] be employed or contracted with by the district, or if employed by the district [may] [will] be terminated. A subject individual who fails to disclose the presence of convictions that would not otherwise prohibit employment or contract with the district as provided by law [may] [will not] be employed or contracted with by the district.

The district's use of criminal history must be relevant to the specific requirements of the position, services or employment.

[The service of a volunteer allowed to have direct, unsupervised contact with students [may] [will not] begin [on a probationary basis pending] [before] the return and disposition of a criminal records check.]

[The service of a volunteer into a position identified by the district as requiring a fingerprint-based criminal records check [may] [will not] begin [on a probationary basis pending] [before] the return and disposition of a state and national criminal records check based on fingerprints.]

[A volunteer who knowingly made a false statement or has a conviction of the crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another

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<sup>4</sup> [If the district requires fingerprinting for certain volunteer positions, the district is required to list those volunteer positions in board policy. The bracketed language is only possible examples; modify to identify the positions in the district that require such fingerprinting.]

jurisdiction or in Oregon under a different statutory name or number [may] [will] result in immediate termination from the ability to volunteer in the district.]

The superintendent shall develop administrative regulations as necessary to meet the requirements of law.

## Appeals

A subject individual may appeal a determination from ODE that prevents employment or eligibility to contract with the district to the Superintendent of Public Instruction as a contested case under ORS 183.413 – 183.470.

A volunteer may appeal a determination from a fingerprint-based criminal records checks by ODE that prevents the ability to volunteer with the district to the Superintendent of Public Instruction as a contested case under ORS 183.413 – 183.470.

END OF POLICY

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### Legal Reference(s):

[ORS 181A.180](#)  
[ORS 181A.230](#)  
[ORS 326.603](#)  
[ORS 326.607](#)

[ORS 332.107](#)  
[ORS 336.631](#)  
[ORS 342.143](#)  
[ORS 342.223](#)

[OAR 414-061-0010 – 061-0030](#)  
[OAR 581-021-0510 – 021-0512](#)  
[OAR 581-022-2430](#)  
[OAR 584-050-0012](#)

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



# OSBA Model Sample Policy

**DELETE**  
**No AR required**

Code: GCDA/GDDA-AR  
Revised/Reviewed:

## **Criminal Records Checks and Fingerprinting**

*(Delete in lieu of the new version of required model policy GCDA/GDDA)*

### **Requirements**

1. Any individual newly hired employee<sup>1</sup> [ , whether full-time or part-time, ] and not requiring licensure under Oregon Revised Statute (ORS) 342.223 as a teacher, administrator, personnel specialist or school nurse, shall submit to a criminal records check and fingerprinting.
2. Any individual applying for reinstatement of an Oregon license with the Teacher Standards and Practices Commission (TSPC) that has lapsed for more than three years shall be required to undergo a criminal records check and fingerprinting with TSPC.
3. Any individual registering with the TSPC for student teaching, practicum or internship as a teacher, administrator or personnel specialist shall be required to submit to a criminal records check and fingerprinting with TSPC.
4. Any individual hired as or by a contractor<sup>2</sup> [ , whether part-time or full-time, ] into a position having direct, unsupervised contact with students as determined by the district shall be required to submit to a criminal records check and fingerprinting.

The superintendent will identify contractors who are subject to such requirements.

5. Any community college faculty member providing instruction at the site of an early childhood education program, a school site as part of an early childhood program or at a grade K through 12 school site during the regular school day, shall be required to undergo a criminal records check and fingerprinting.
6. Any individual who is an employee of a public charter school not requiring licensure under ORS 342.223 shall be required to undergo a criminal records check and fingerprinting.
7. {<sup>3</sup>} A volunteer allowed by the district into a position that has direct, unsupervised contact with students shall undergo an in-state criminal records check.

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<sup>1</sup> Any individual hired within the last three months. A subject individual does not include an employee hired within the last three months if the district has evidence on file that meets the definition in Oregon Administrative Rule (OAR) 581-021-0510(11)(b).

<sup>2</sup> A person hired as or by a contractor and their employees may not be required to submit to fingerprinting until the contractor has been offered a contract by the district.

<sup>3</sup> {If the district allows volunteers to have direct, unsupervised contact with students, districts are required to conduct criminal records checks on these volunteers. Choose the bracketed language options in 7, 8 and/or 9 of this policy that aligns with district practice. If the district allows volunteers to have direct, unsupervised contact with students the presented language is required. Align policy IICC – Volunteers with chosen language here.}

8. [A volunteer allowed to have direct, unsupervised contact with students, into a volunteer position identified in Board policy<sup>4</sup> by the district as requiring a fingerprint-based criminal records check, shall undergo a state and national criminal records check based on fingerprints.]
9. [A volunteer that is not likely to have direct, unsupervised contact with students [will] [will not] be required to undergo an in-state criminal records check.]

### Exceptions

A newly hired employee<sup>5</sup> is not subject to fingerprinting if:

1. The district has evidence on file that the person successfully completed a state and national criminal records check for a previous employer that was a school district or private school, and has not resided outside the state between the two periods of employment; or
2. {<sup>6</sup>} The Oregon Department of Education (ODE) determines the person:
  - a. Submitted to a criminal records check for the person's immediately previous employer, the employer is a school district or private school and the person has not lived outside this state between the two periods of employment;
  - b. Submitted to a criminal records check conducted by TSPC within the previous three years; or
  - c. Remained continuously licensed or registered with the TSPC.

### Notification

1. The district will provide the following notification to individuals subject to criminal records checks and/or fingerprinting:
  - a. Such criminal records checks and/or fingerprinting are required by law or Board policy;
  - b. Any action resulting from such checks completed by the ODE that impact employment, contract or volunteering may be appealed as a contested case to ODE;
  - c. All employment or contract offers [or the ability to volunteer] are contingent upon the results of such checks;
  - d. A refusal to consent to a required criminal records check and/or fingerprinting shall result in immediate termination from employment[,] [or] contract status[ or the ability to volunteer in the district];
  - e. An individual determined to have knowingly made a false statement as to the conviction of any crime on district employment applications, contracts[,] [or] ODE forms [(written or electronic)] [may][will] result in immediate termination from employment or contract status;
  - f. An individual determined to have been convicted of any crime that would prohibit employment or contract will be immediately terminated from employment or contract status[;]  
[.]
  - g. [A volunteer candidate who knowingly made a false statement or has a conviction of the crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number [may] [will] result in immediate termination from the ability to volunteer in the district.] [The district [may] [will] remove the volunteer from the position allowing direct, unsupervised contact with students.]

<sup>4</sup> See policy GCDA/GDDA – Criminal Records Checks and Fingerprinting.

<sup>5</sup> Any individual hired within the last three months.

<sup>6</sup> {This revision to TSPC rules sunsets July 1, 2024.}

2. The district will provide the written notice described above through means such as staff handbooks, employment applications, contracts or [volunteer] forms.

### **Processing and Reporting Procedures**

1. Immediately following an offer and acceptance of employment or contract, an individual subject to criminal records checks and/or fingerprinting shall complete the appropriate forms authorizing such checks and report to an authorized fingerprinter as directed by the district. The district shall send such authorization, any collection of fingerprint information, and the request to ODE pursuant to law.
2. Fingerprints may be collected by one of the following:
  - a. Employing district staff;
  - b. Contracted agent of employing district; or
  - c. Local or state law enforcement agency.
3. To ensure the integrity of the fingerprinting collection and prevent any compromise of the process, the district will provide the name of the individual to be fingerprinted to the authorized fingerprinter.
4. The authorized fingerprinter will obtain the necessary identification and fingerprinting and notify ODE of the results. ODE will then review and notify the district of said results as well as the identity of any individual it believes has knowingly made a false statement as to conviction of a crime, has knowingly made a false statement as to conviction of any crime or has a conviction of a crime prohibiting employment[,] [or] contract[ or volunteering].
5. A copy of the fingerprinting results will be kept by the district.

### **Fees**

1. Fees associated with criminal records checks and/or fingerprinting for individuals applying for employment with the district and not requiring licensure, including persons hired as or by contractors<sup>7</sup>, shall be paid by the [individual] [district].
2. [An individual offered a contract or employment by the district may, only upon request, request that the amount of the fee be withheld from the amount otherwise due the individual in accordance with Oregon law.]
3. Fees associated with required criminal records checks for volunteers shall be paid by the [individual] [district].
4. [Fees associated with a required fingerprinting for volunteers shall be paid by the [individual] [district].]

### **Termination of Employment or Withdrawal of Employment/Contract Offer/Volunteer Status**

1. A subject individual required to submit to a criminal records check and/or fingerprinting in accordance with law and/or Board policy will be terminated from employment or contract status, or withdrawal of offer of employment or contract will be made by the district upon:
  - a. Refusal to consent to a criminal records check and/or fingerprinting; or

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<sup>7</sup> A person hired as or by a contractor and their employees may not be required to submit to fingerprinting until the contractor has been offered a contract by the district.

- b. Notification<sup>8</sup> from the Superintendent of Public Instruction that the employee has a conviction of any crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number.
2. A subject individual [may] [will] be terminated from employment or contract status upon notification from the Superintendent of Public Instruction that the employee has knowingly made a false statement as to the conviction of any crime.
3. Employment termination shall remove the individual from any district policies, collective bargaining provisions regarding dismissal procedures and appeals and the provisions of Accountability for Schools for the 21st Century Law.
4. [A volunteer who refuses to submit, when required, to a criminal records check or a fingerprint-based criminal records check in accordance with law and/or Board policy will be denied such ability to volunteer in the district.]
5. [If the district has been notified by the Superintendent of Public Instruction that a volunteer knowingly made a false statement or has a conviction for any crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number, the individual [will] [may] be denied the ability to volunteer.]
6. [A volunteer who knowingly makes a false statement, as determined by the district, on a district volunteer application form [will] [may] be denied the ability to volunteer in the district.]

### **Appeals**

A subject individual may appeal a determination from ODE that prevents employment or eligibility to contract with the district to the Superintendent of Public Instruction as a contested case under ORS 183.413 – 183.470.

A volunteer may appeal a determination from a fingerprint-based criminal records checks by ODE that prevents the ability to volunteer with the district to the Superintendent of Public Instruction as a contested case under ORS 183.413 – 183.470.

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<sup>8</sup> Prior to making a determination that results in this notification and opportunity for a hearing, the Superintendent of Public Instruction may cause an investigation pursuant to OAR 581-021-0511; involved parties shall cooperate with the investigation pursuant to law.

# OSBA Model Sample Policy

**NEW – Required**  
**No AR Required**

Code: GCDA/GDDA  
Adopted:

## **Criminal Records Checks and Fingerprinting \***

{Required policy. Requirement/Authority for policy comes from OAR 581-021-0510 - 021-0512 and ORS 326.603 - 326.607.}

In a continuing effort to ensure the safety and welfare of students and staff, the district shall require certain individuals to submit to a criminal records check and fingerprinting as required by law. This includes employees, contractors, volunteers and others.

### **Requirements for Employees {<sup>1</sup>}not Licensed, Certified or Registered by the Teachers Standards Practices Commission (TSPC)**

All newly hired employees<sup>2</sup> not identified under Oregon Revised Statutes (ORS) 342.223<sup>3</sup> are required to submit to a criminal records check and fingerprinting as required by law. A newly hired employee is not subject to fingerprinting if the district has evidence on file that the person successfully completed a state and national criminal records check for a previous employer that was a school district<sup>4</sup> or private school, and has not resided outside the state between the two periods of employment<sup>{<sup>5</sup>}</sup>.

An individual shall be subject to the collection of fingerprint information, only after the offer of employment from the district. Fees associated with criminal records checks and fingerprinting for individuals applying for employment with the district and not requiring licensure shall be paid by the district. [individual. An individual may request the fee be withheld from the amount otherwise due the individual. The district will withhold this amount only upon request of the subject individual.]

The district may<sup>6</sup> [shall not] begin the employment of an individual on a probationary basis pending before the return and disposition of the required criminal records checks.

When the criminal records check indicates an individual has been convicted of any crimes<sup>7</sup> prohibiting employment, the individual will not be employed, or if employed will be terminated. When the criminal records check indicates an individual has knowingly made a false statement as to the conviction of any

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<sup>1</sup> {If the district wants to include the larger section on TSPC-licensed employees (see p. 2), keep this bracketed language. If the district does not want to include the larger section on TSPC-licensed individuals, omit this bracketed language.}

<sup>2</sup> Any individual hired within the last three months. This does not include an employee hired within the last three months if the district has evidence on file that meets the definition in Oregon Administrative Rule (OAR) 581-021-0510(11)(b).

<sup>3</sup> ORS 342.223 includes teachers, administrators, personnel specialist, school nurses, persons participating in supervised clinical practice experience, practicum or internship as a teacher, administrator or personnel specialist. See statute for details.

<sup>4</sup> As is defined in OAR 581-021-0510(9); includes school districts, the Oregon School for the Deaf, and educational program under the Youth Corrections Education Program, public charter schools and ESDs.

<sup>5</sup> {Additional exception applies through July 1, 2024. See ORS 326.603(4)(b).}

<sup>6</sup> Decisions regarding which employees may begin before the return of the required criminal records checks must be made in a nondiscriminatory manner.

<sup>7</sup> See OAR 581-021-0511(8).

crime, the individual [may] [will not] be employed by the district, or if employed by the district [may] [will] be terminated. An individual who fails to disclose the presence of convictions that would not otherwise prohibit employment or contract with the district as provided by law [may] [will not] be employed by the district. Employment termination shall remove the individual from any district policies, collective bargaining provisions regarding dismissal procedures and appeals and the provisions of Accountability for Schools for the 21st Century Law.

[Requirements for individuals in positions requiring licensure, certification or registration with Teacher Standards and Practices Commission (TSPC) are outlined in ORS 342.223.]

OR

### **[Requirements for TSPC Licensed, Certified or Registered Individuals]**

1. Any individual who is applying for a license as a teacher, administrator or personnel specialist is subject to a criminal records check and fingerprinting, unless the individual has submitted to such a check through the Teacher Standards and Practices Commission (TSPC) within the previous three years, or has remained continuously licensed by or registered with TSPC for a different license or registration for which the individual has already submitted to a criminal records check and fingerprinting.
2. Any individual who is applying for an initial certificate under ORS 342.475 as a school nurse shall submit to a criminal records check and fingerprinting with TSPC.
3. Any individual who is applying for a registration as a public charter school teacher or administrator with TSPC shall submit to a criminal records check and fingerprinting with TSPC.
4. Any individual applying for reinstatement of an Oregon license or registration as a teacher, administrator or personnel specialist, or a certificate as a school nurse with the TSPC, whose license, registration or certificate has lapsed for at least three years, shall submit to a criminal records check and fingerprinting with TSPC.
5. Any individual registering with the TSPC for student teaching, practicum or internship as a teacher, administrator or personnel specialist, if the individual does not hold a current license issued by TSPC and has not submitted to a criminal records check by TSPC within the previous three years for student teaching, practicum or internship as a teacher, administrator or personnel specialist, shall be required to submit to a criminal records check and fingerprinting with TSPC.]

### **Requirements for Contractors<sup>{8}</sup>**

All individuals employed as or by a contractor and considered by the district to have direct, unsupervised contact with students<sup>9</sup> or unsupervised access to children are required to submit to a criminal records check and a fingerprint-based criminal records check.

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<sup>8</sup> {The district should include language regarding background checks in any contract that includes direct, unsupervised contact with students whenever applicable.}

<sup>9</sup> “Direct, unsupervised contact with students” means contact with students that provides the person opportunity and probability for personal communication or touch when not under direct supervision. (OAR 581-021-0510)

The superintendent [or designee] will identify contractors who are subject to such requirements.

A contractor or an employee of a contractor required to submit to a criminal records check and fingerprinting in accordance with law and Board policy will be terminated from contract status, or withdrawal of offer of contract will be made by the district upon:

1. Refusal to consent to a criminal records check and fingerprinting; or
2. Notification<sup>10</sup> from the Superintendent of Public Instruction that the individual has a conviction of any crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number.

A subject individual [may] [will] be terminated from contract status upon notification from the Superintendent of Public Instruction that the individual has knowingly made a false statement as to the conviction of any crime.

### **Requirements for Volunteers**

[<sup>11</sup>] The district shall require a fingerprint-based criminal records check for volunteers allowed direct, unsupervised contact with students, in the following positions:

1. Head coach;
2. Assistant coach;
3. Overnight chaperone;
4. Volunteers transporting students, other than their own, in a private vehicle off district property for a district-sponsored activity;
5. List of other positions subject to this fingerprinting, if any.

The service of a volunteer into a position identified by the district as requiring a fingerprint-based criminal records check may [will not] begin on a probationary basis pending [before] the return and disposition of a state and national criminal records check based on fingerprints.

{<sup>12</sup>} Volunteers allowed by the district into a position designated by the district to have direct, unsupervised contact with students shall submit to an in-state criminal records check.

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<sup>10</sup> Prior to making a determination that results in this notification and opportunity for a hearing, the Superintendent of Public Instruction may cause an investigation pursuant to OAR 581-021-0511; involved parties shall cooperate with the investigation pursuant to law.

<sup>11</sup> {If the district requires fingerprinting for certain volunteer positions, the district is required to list those volunteer positions in board policy. The bracketed language is only possible examples; modify to identify the positions in the district which require such fingerprinting.}

<sup>12</sup> {If the district allows volunteer service and the volunteers have direct, unsupervised contact with students, this policy language is required, and districts are required to conduct criminal records checks on these volunteers.}

The service of a volunteer allowed to have direct, unsupervised contact with students [may] will not begin [on a probationary basis pending] before the return and disposition of a criminal records check.

A volunteer that is not likely to have direct, unsupervised contact with students, as determined by the district, [will] will not be required to submit to an in-state criminal records check.

A volunteer who knowingly made a false statement on a district volunteer application form or has a conviction of a crime listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number may [will] result in immediate termination from the ability to volunteer in the district.

Fees associated with a required fingerprinting for volunteers shall be paid by the [individual] district. Fees associated with required non-fingerprinting criminal records checks for volunteers shall be paid by the [individual] district.

A volunteer who refuses to submit, when required, to a criminal records check or a fingerprint-based criminal records check in accordance with law and Board policy will be denied such ability to volunteer in the district.

### **Requirements for Others**

Any community college faculty member providing instruction at the site of an early childhood education program, at a school site as part of an early childhood program or at a grade K through 12 school site during the regular school day is required to submit to a criminal records check and a fingerprint-based criminal records check.

Any individual who is an employee of a public charter school and not identified under ORS 342.223 is required to submit to a criminal records check and a fingerprint-based criminal records check.

### **Notification**

The district will provide written notice about the requirements of fingerprinting and criminal records checks through means such as staff handbooks, employment applications, contracts or [volunteer] forms.

The district will provide the following notification to individuals subject to criminal records checks and fingerprinting:

1. Such criminal records checks and fingerprinting are required by law or Board policy;
2. All employment or contract offers or the ability to volunteer are contingent upon the results of such checks;
3. A refusal to consent to a required criminal records check and fingerprinting shall result in immediate termination from employment, [or] contract status or the ability to volunteer in the district;
4. A determination by the Oregon Department of Education (ODE) which affects an individual's eligibility to be employed, or contracted with, by the district may be appealed to the Superintendent of Public Instruction under ORS 183.413 – 183.470;

5. An individual determined to have knowingly made a false statement as to the conviction of any crime on district employment applications, contracts[,] or ODE forms [(written or electronic)] may [will] result in immediate termination from employment or contract status;
6. An individual determined to have been convicted of any crime that would prohibit employment or contract will be immediately terminated from employment or contract status; [.]
7. A volunteer candidate who knowingly made a false statement or has a conviction of the crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number may [will] result in immediate termination from the ability to volunteer in the district. The district may [will] remove the volunteer from the position allowing direct, unsupervised contact with students.

## Processing and Reporting Procedures

Immediately following an offer and acceptance of employment or contract, an individual subject to criminal records checks and fingerprinting shall complete the appropriate forms authorizing such checks and report to an authorized fingerprinter as directed by the district. The district shall send such authorization, any collection of fingerprint information, and the request to ODE pursuant to law.

Fingerprints may be collected by one of the following:

1. Employing district staff;
2. Contracted agent of employing district;
3. Local or state law enforcement agency; or
4. Statewide vendor identified by the Oregon Department of Administrative Services.

To ensure the integrity of the fingerprinting collection and prevent any compromise of the process, the district will provide the name of the individual to be fingerprinted to the authorized fingerprinter.

The authorized fingerprinter will obtain the necessary identification and fingerprinting and notify ODE of the results. ODE will then review and notify the district of said results as well as the identity of any individual it believes has knowingly made a false statement as to conviction of a crime or has a conviction of a crime prohibiting employment, [or] contract or volunteering.

A copy of the fingerprinting results will be kept by the district. The district's use of criminal history must be relevant to the specific requirements of the position, services or employment.

END OF POLICY

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### Legal Reference(s):

[ORS 181A.180](#)  
[ORS 181A.230](#)  
[ORS 326.603](#)  
[ORS 326.607](#)  
[ORS 332.107](#)

[ORS 336.631](#)  
[ORS 342.143](#)  
[ORS 342.223](#)  
[OAR 414-061-0010 – 061-0030](#)  
[OAR 581-021-0510 – 021-0512](#)

[OAR 581-022-2430](#)  
[OAR 584-050-0012](#)  
[OAR 584-050-0100](#)

Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et. seq. (2018).

# OSBA Model Sample Policy

Code: KNA  
Adopted:

**NEW – Required**  
**Must be Adopted by 9/30/26**

## Immigration Enforcement on District Property

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

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

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

### Designation of Primary Point of Contact

The building administrator<sup>{4}</sup> is the primary point of contact for coordinating interactions with federal immigration authorities occurring in the district (“immigration liaison”<sup>{5}</sup>). The building administrator shall serve as an alternative point of contact during the immigration liaison's absence or unavailability (“alternate immigration liaison”).

The immigration liaison's responsibilities include:

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

<sup>2</sup> Must be provided in culturally appropriate languages that are used to communicate effectively with parents and guardians of students in the district, as determined by the Board. {The district is encouraged to evaluate language needs in the district in order to effectively communicate with all parents and guardians.}

<sup>3</sup> <https://www.doj.state.or.us/wp-content/uploads/2026/06/Attorney-Generals-Model-Public-School-Policies-in-Compliance-with-SB-1538.pdf>

<sup>4</sup> {House Bill 4079 (2026) requires the policy to “identify at least one administrator” for this purpose. The Board should consider whether a single administrator is sufficient for the district, or whether multiple administrators should be designated.}

<sup>5</sup> {The district can choose any title to use for this individual and should use it throughout this policy.}

1. Serving as the district's representative during encounters with federal immigration authorities;
2. Confirming when federal immigration authorities have entered school property for immigration enforcement purposes;
3. Ensuring federal immigration authorities engaging in enforcement activities at the district have notice of relevant district policies: JO/IGBAB – Education Records/Records of Students with Disabilities, JOA – Directory Information, JOB – Personally Identifiable Information and this policy;
4. Assisting staff in performing their duties in response to immigration enforcement efforts, including ensuring compliance with all district policies and procedures related to interactions with federal immigration authorities and immigration enforcement efforts;
5. Reviewing and responding to requests from federal immigration authorities, in coordination with, and under the direction of, the superintendent or designee;
6. Facilitating the district's compliance with lawful immigration enforcement efforts in a manner that does not unnecessarily disrupt the school environment or invade the privacy of students, staff, or volunteers;
7. Providing notice as required in this policy when a federal immigration authority has been confirmed to have entered school property for immigration enforcement.

### **Required Notice**

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

1. Notice must be provided to:
  - a. Students who attend the school where the federal immigration authority is confirmed to be on school property for immigration enforcement and who are in grades [7] and above;
  - b. Parents or guardians of students attending the school where the federal immigration authority is confirmed to be on school property for immigration enforcement;
  - c. Staff of the school where the federal immigration authority is confirmed to be on school property for immigration enforcement; and
  - d. Community-based service providers that have requested to receive notice when a federal immigration authority is confirmed to be on school property for immigration enforcement. Community-based service providers can request to receive such notifications by contacting the Superintendent.
2. Notice must include:
  - a. The general location of the federal immigration authority; and
  - b. Whether classes or school operations were affected by the presence of the federal immigration authority. [{Districts may include resources available to those impacted by immigration enforcement actions.}]

3. Notice must not disclose:

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

The required notice will be provided as expediently as possible using [insert communication methods the district will use] existing methods used for providing electronic communications.

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

### [Confidentiality of School Records

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

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

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

Oregon law generally prohibits the district from sharing or disclosing citizenship or immigration status or country of birth information<sup>6</sup> that the district collects, unless one of the following exceptions applies:

1. The disclosure is required by state or federal law (other than federal immigration law);
2. The disclosure is required by a judicially authorized warrant, order, or subpoena;
3. The information being shared with a person concerns only that person or their dependents; or

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<sup>6</sup> Citizenship or immigration status or country of birth information is any information concerning:

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

4. The information is aggregated and not personally identifiable.

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

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

### Training

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

1. The training must include information on the requirements of House Bill 4079 (2026), any applicable model policies published by the Attorney General, and this policy; and
2. The training must be provided at the time of designation and at least once every two years thereafter.

[<sup>7</sup>] Upon the adoption of this policy and not less than once every two years thereafter, the district will provide training to all current district staff of one hour or more regarding federal and state laws, and the district's policies, relating to interacting with federal immigration authorities and responding to immigration enforcement efforts. The district will provide the required training to all new staff within 30 days of beginning employment.]

### END OF POLICY

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#### Legal Reference(s):

[ORS 180.810](#)  
[ORS 180.805](#)

[ORS 181.826](#)  
[OAR 581-021-0371](#)

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2012); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2017).

[Oregon Attorney General's K12 School Model Policy](#)

Senate Bill 1538 (2026).

Senate Bill 1594 (2026).

House Bill 4079 (2026).

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<sup>7</sup> {This language is included in the Attorney General's *K12 School Model Policy*. House Bill (HB) 4079 (2026) requires that districts adopt policies that are "consistent with applicable model policies published by the Attorney General as provided by ORS 180.810."}

OSBA IN YOUR NEIGHBORHOOD



## 2026 FALL REGIONAL MEETINGS

### Look for OSBA's Fall Regional meetings near you!

The federal and state focus on school district governance has significantly changed school board members' responsibilities. At the same time, Oregon is headed toward a long legislative session in 2027 that will take a serious look at public education funding. It's a lot to process, and OSBA's experts are doing the heavy lifting for you. We are coming to you for in-person fall meetings to discuss what it all means, answer your questions and listen to your concerns. OSBA is celebrating its 80th anniversary this year with the knowledge that as school board members' responsibilities have grown, so too has our ability to serve you.

### COOS & CURRY COUNTIES LEGISLATIVE ROADSHOW

WHERE: South Coast ESD, 1350 Teakwood Ave, Coos Bay, OR 97420, Conference Room

WHEN: Tuesday, September 22, 2026

**5:30 – 6:30 PM: School Board Member Training: Public Meeting Law**

**6:30 PM: Dinner – Meeting at 7:00 PM**

Please RSVP with Barb Buckley at [barbarab@scesd.k12.or.us](mailto:barbarab@scesd.k12.or.us)

No later than Wednesday, September 16, 2026

More information at [bit.ly/4fmTvCM](https://bit.ly/4fmTvCM), and we look forward to seeing you.





## **OSBA 2026 Annual Convention in Portland**

### **80 Year Celebration of moving Forward Together for STUDENTS**

**Thursday, November 12 – Saturday, November 14**

**Portland Marriott Downtown Waterfront**

The **OSBA Annual Convention** is Oregon's premier continuing education program — delivering practical solutions to help school board members, executives, governance support professionals and all types of education leaders improve student learning and achievement.

Whether you are a first-time attendee or a veteran board member, school administrator or administrative professional, you'll leave the conference with practical ideas and a renewed commitment to help your school accomplish the critical work ahead. The convention features some of the best practices from school districts, education service districts, charter schools and community colleges across the state.