

INDIVIDUALIZED EDUCATION FOR ALL LEARNERS

**February 14, 2022**

**6:30 P.M.**

1.0 ROLL CALL

Dena Crowell

Zone 1 Vacant; Zone 2 Tony Isom; Zone 3 Parker Leigh; Zone 4 Suzanne Parker; Zone 5 Brian Tenbusch; Zone 6 Kirt Glenn; Zone 7 David Karo.

2.0 GOOD OF THE ORDER / COMMUNICATIONS

David Karo

2.1 Agenda Adjustments

David Karo

2.2 ASB Report

ASB Representative

2.3 Facilities/Maintenance Report

Joni Wixom

2.4 Building Report

Rachel McKee

3.0 AUDIENCE COMMENTS

David Karo

The Board is interested in hearing from our community. Public comments are welcome at the specified place on the agenda. Comments need to be about district operations and programs. The Board is unable to hear in open session any matters related to personnel or students. If you have personnel concerns, please share those directly with the superintendent. If you have a complaint, you wish the district to address, please follow our policy KL (public) or GBM (staff).

4.0 ACTION / BUSINESS

4.1 Appoint Zone 1 Board Member and Oath of Office

David Karo

4.2 Appoint Budget Committee Member

David Karo

4.3 Approve Minutes of the January Regular Board Meeting

David Karo

4.4 Approve Minutes of January Worksession and Special Meeting

David Karo

4.5 Staff Acknowledgements

Candace Pelt

4.6 Approve Hire of Licensed Staff

Candace Pelt

4.7 Approve Budget Calendar

Celeste Van Cleave

4.8 Approve Roofing Contract

Celeste Van Cleave

4.9 Approve Complaint Response

David Karo

4.10 Appoint Facilities Committee Members

David Karo

4.11 Acknowledge Board Policies, First Reading:

Candace Pelt

AC, Non-Discrimination

AC-AR, Discrimination Complaint Procedure

GBA, Equal Employment Opportunity

GBEA, Workplace Harassment

GBL, Personnel Records

IGBAF-AR, Special Education - Individualized Education Program (IEP)

IGBAG-AR, Special Education - Procedural Safeguards

IGBB, Talented and Gifted Program

IGBHA, Alternative Educational Programs  
IGBI, Bilingual Education  
JFC, Student Conduct  
JHFE/GBNAB and GBNAB/JHFE, Reporting of Suspected Abuse of a Child  
JHFF/GBNAA and GBNAA/JHFF, Reporting Requirements for Suspected Sexual  
Conduct with Students  
KBA, Public Records

4.12 Acknowledge AR Updates: Candace Pelt  
IGBHA-AR(1), Evaluation of Alternative Education Programs  
JHFE/GBNAB-AR(1) & GBNAB/JHFE-AR(1), Reporting of Suspected Abuse of a Child  
JHFE/GBNAB-AR(2) & GBNAB/JHFE-AR(2), Abuse of a Child Investigations  
conducted on District Premises  
KBA-AR, Public Records

5.0 REPORTS David Karo  
5.1 Financial Report Celeste Van Cleave  
5.2 Superintendent Candace Pelt

6.0 RECESS TO EXECUTIVE SESSION David Karo  
Under the authority of ORS 192.660 (2)(f), to consider information or records that are exempt  
from disclosure by law, including advice from your attorney

7.0 RECONVENE TO OPEN SESSION David Karo

8.0 ADJOURN David Karo

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 72 hours before the meeting to Dena Crowell, Executive Assistant, 32433 Hwy. 228, Halsey, Oregon, 97348, 541-657-8192. If needed, you may contact the Oregon Telecommunications Relay Service at 1-800-735-9200 for assistance in contacting the District. Central Linn is an equal opportunity educator and employer.

**AGENDA EXPLANATIONS**

- 4.1 **Appoint Zone 1 Board Member and Oath of Office** - If the Board appoints a board member to Zone 1, that person will take the Oath of Office (Board Policy BBBB) and join our Board in taking action during the February's Regular Board Meeting. Interviewed were Jennifer Duringer, Jason Curtis, Kris Kizer, Daniel Leopard and Carie Simon. The new member will serve until June 2023.
- 4.2 **Appoint Budget Committee Member** - Zone 5 went to "at-large" for its seat. At this time, we have one applicant, Rachel Seiders. Her application is enclosed. Budget Committee Members serve a three year term.
- 4.5 **Staff Acknowledgements** – Acknowledge the hire Noelle Chapman, Elementary Food Services Assistant; Joanne Trzcinski, Mental Health and Behavior Health Counselor; Michael Beach, Assistant Varsity Baseball and Courtney Cunningham, Varsity Volleyball and the resignation of Dusty Burchfield, Varsity Football Coach.
- 4.6 **Approve Hire of Licensed Staff** – Dr. Pelt recommends the hire of Rodney Baney, Counselor Interim, and Kathleen Parker, JH English Teacher. Both staff will work on a temporary contract basis.
- 4.7 **Adopt Budget Calendar** - Enclosed is this year's proposed Budget Meeting Calendar for review and approval.
- 4.8 **Approve Roofing Contract** - WRK Engineers and Mackenzie Commercial the General Contractors on the CLHS seismic project are recommending the roofing contracts presented. Contract documentation will be emailed to the board Friday afternoon.
- 4.9 **Approve Complaint Response** - The Board will respond to KL-AR Complaint.
- 4.10 **Appoint Facilities Committee Members** – Junior Kaylie Helget and Freshman Case Schulte have expressed interest in joining the Facilities Committee as student body representatives. Board action is required to appoint members to serve on the District's Facilities Committee.
- 4.11 **Acknowledge Board Policies, First Readings** - All are required updates. Recommended is the replacement of current IGBHA - Alternative Education Programs, with its updated version.
- 4.12 **Acknowledge AR Updates** - Policy AR updates enclosed are for informational purposes. Many of these policies have previously been adopted but are not required by the board to be adopted. For your information, find enclosed an OSBA List that contains a list of required board-adopted administrative regulations.

## UPCOMING EVENTS

District Open House – March 2, 2022 @ 6:30, CLHS Gym

Classified Appreciation Week - March 7th - 11th

Next Board Meeting – March 14, 2022 @ 6:30, via Zoom

OSBA Listening Session – March 2, 2022 @ 5:45, GAPS District Office. Topic: Discussing what our region needs from OSBA. Please let Dena know of your intent to attend.

OSBA Bonds, Ballots and Buildings - April 8, 2022 @ Salem Convention Center. Please let Dena know of your intent to attend.



Dena Crowell <dena.crowell@centrallinn.k12.or.us>

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## Board Agenda

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Rachel Mckee <rachel.mckee@centrallinn.k12.or.us>  
To: Dena Crowell <dena.crowell@centrallinn.k12.or.us>

Tue, Feb 8, 2022 at 11:54 AM

### Central Linn School Board Meeting 2/14

#### CLES Building Report

- Recess Supervision Expectations
  - Recess Rule Cards (**materials**)
- Social Emotional Learning Curriculum (**materials**)
- Sensory Hallway/Kindness Hallway
- Winter Benchmark
- Grading period revealed some problems with Attendance reporting on report card
- PTC
  - Received new rugs
  - Getting levels of quotes for various degrees of demo/installation of new playground equipment
  - Book Fair 2/22 - 3/4

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Rachel Mckee  
Student Services Director  
Central Linn School District  
541-369-2851

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# GENERAL RULES

- BE AWARE OF OTHERS.
- TAKE TURNS & PLAY FAIR.
- KEEP HANDS AND FEET TO YOURSELF.
- BE FRIENDLY TO ALL, NOT JUST YOUR FRIENDS.
- WALK ON THE BLACKTOP.
- TRY TO STAY CLEAN & DRY.
- 1 GIRL & 1 BOY AT A TIME TO THE RESTROOM.
- BE SAFE, RESPECTFUL, & RESPONSIBLE.



RECESS

# CONSEQUENCES

1. WARNING (RE-TEACH)
2. SHORT TIME-OUT
3. CHANGE OF ACTIVITY
4. COLLABORATIVE PROBLEM SOLVING
5. IF NECESSARY, ESCALATION TO OFFICE
  - MAY INCLUDE:
    - LOSS OF RECESS
    - LOSS OF PRIVILEGES
    - PARENT CONTACT
    - SUSPENSION, ETC.

# SWINGS

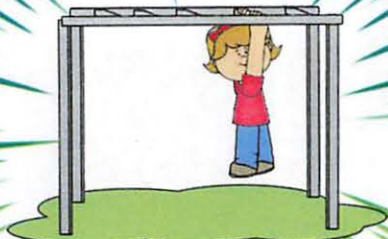


RECESS

# SWINGS

- YOUR SEAT MUST STAY IN THE SWING SEAT
- ONLY SWING STRAIGHT FORWARD & BACK
- GET OFF BY SLOWING DOWN AND STEPPING OFF (NO JUMPING OFF)
- TAKE FAIR TURNS
- PUMP YOURSELF (NO PUSHING)
- STAY CLEAR OF SWING PATH WHEN WALKING NEAR SWINGS

# MONKEY BARS

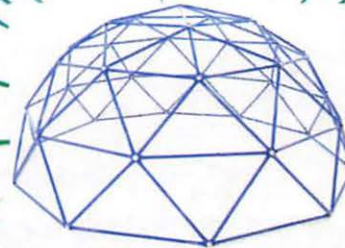


RECESS

# MONKEY BARS

- MOVE ACROSS BARS WITH HANDS (NO WALKING ACROSS)
- YOU MAY SIT ON TOP OF THE SHORT ONES, BUT NOT THE TALL ONES
- CLIMB DOWN - NO JUMPING
- ONE WAY TRAVEL IF IT IS CROWDED

# CLIMBING DOME



RECESS

# CLIMBING DOME

- KEEP 3 POINTS OF CONTACT (2 HANDS + 1 FOOT OR 1 HAND AND 2 FEET) AT ALL TIMES.
- TAG IS NOT ALLOWED ON OR IN THIS EQUIPMENT
- CLIMB DOWN INSTEAD OF JUMPING OFF
- KEEP YOUR EYES OPEN AT ALL TIMES SO YOU DON'T GET HURT



# BIG TOY



## BIG TOY

- TAG IS NOT ALLOWED ON OR IN THIS EQUIPMENT
- CLIMB UP BLACK AND GO DOWN PURPLE
- STAY INSIDE THE RAILINGS AND DO NOT CLIMB ABOVE THE TOP RAILS
- NO LOOSE EQUIPMENT (BALLS, JUMP ROPES, ETC.) ALLOWED



RECESS

# PURPLE TOY



## PURPLE TOY

- TAG IS NOT ALLOWED ON OR IN THIS EQUIPMENT
- BE PATIENT - DON'T PUSH OR CLIMB OVER OR AROUND ANYBODY
- STAY "HEADS UP" - NO FLIPPING OR HANGING UPSIDE DOWN
- GIVE OTHERS SPACE



RECESS

# TETHERBALL



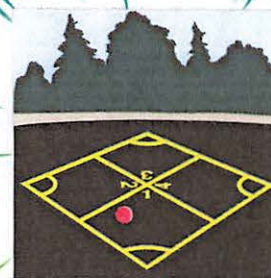
## TETHERBALL

- YOU MAY HIT THE BALL WITH ONE OR TWO HANDS
- YOU MAY NOT CATCH OR HOLD THE BALL.
- NO TOUCHING THE ROPE
- THE BALL MAY NOT GO OVER THE TOP OF THE POLE
- STAY ON YOUR SIDE
- GAME IS OVER WHEN THE STRING IS COMPLETELY WRAPPED AROUND THE POLE
- FIRST PERSON IN LINE IS THE JUDGE - NO ARGUING



RECESS

# 2-SQUARE / 4-SQUARE



## 2/4-SQUARE

- UNDERHAND ONLY
- BALL MUST HIT GROUND BEFORE BEING HIT TO NEXT PERSON
- HIT BALL WITH HANDS ONLY
- YOU MAY NOT CATCH OR HOLD THE BALL.
- FIRST PERSON IN LINE IS THE JUDGE - NO ARGUING



RECESS

## JUMP ROPES, BALLS, ETC.

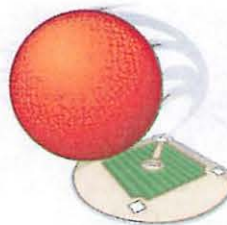


RECESS

## LOOSE EQUIPMENT

- SHARE & TAKE TURNS IF THERE IS NOT ENOUGH FOR EVERYBODY
- KICK SOCCER BALLS ONLY!
- DO NOT KICK BALLS IN THE DIRECTION OF THE SCHOOL OR OTHERS NOT PLAYING WITH YOU
- IF YOU TAKE EQUIPMENT, YOU PUT IT AWAY WHEN YOU'RE DONE WITH IT

## KICKBALL/ TAG



RECESS

## KICK BALL

- PITCHES MUST BE UNDERHAND
- WHEN BALL IS KICKED AND CAUGHT IN THE AIR, KICKER IS OUT.
- TAKE TURNS KICKING - NO ARGUING ABOUT WHO IS NEXT
- DON'T SWITCH TEAMS UNLESS BOTH TEAMS AGREE THEY ARE UNEVENLY MATCHED

## TAG

- ON THE GRASS ONLY
- TOUCH WITH 3 FINGERS ONLY

## SOCCER & FOOTBALL



RECESS

## SOCCER/FOOTBALL

- PICK FAIR TEAMS
- MINIMIZE CONTACT
- NO TACKLING (2-HAND GENTLE TOUCH ONLY)
- NO ARGUING ABOUT RULES
- IF COMPETITION BECOMES DESTRUCTIVE, ADULTS MAY END THE GAME IMMEDIATELY

## BUMP/ BASKETBALL



RECESS

## BUMP/BASKETBALL

- BUMP OTHER BALLS ONLY BY SHOOTING YOUR BALL, NOT WHILE HOLDING YOUR BALL.
- DON'T SHOOT UP THROUGH THE BASKET
- IF YOU ARE OUT, STAY BEHIND THE WHITE LINE AND DON'T GET INVOLVED IN THE GAME
- MAKE GOOD PASSES BACK TO THE NEXT PERSON IN LINE
- STAY ALERT NEAR THE BASKET





# SOCCER



## RULES OF gameplay

### SOCCER RULES

- KICKOFF (FORWARD OR BACK) TO START GAME & AFTER GOAL
- OUT OF BOUNDS ON THE SIDE GET THROWN IN BY THE TEAM THAT DIDN'T KICK IT OUT
- OUT OF BOUNDS ON THE END LINE BY THE OFFENSE, THE GOALIE KICKS IT BACK INTO PLAY
- OUT OF BOUNDS ON THE END LINE BY THE DEFENSE, THE OFFENSE GETS A CORNER KICK
- ONLY THE GOALIE (WHEN IN THE GOAL AREA) MAY TOUCH THE BALL WITH ANY PART OF THE ARM BELOW THE SHOULDER

# Character Strong

## TRAITS

- COURAGE
- RESPECT
- PERSEVERANCE
- GRATITUDE
- HONESTY

# Character Strong

## TRAITS

- KINDNESS
- EMPATHY
- RESPONSIBILITY
- COOPERATION
- CREATIVITY

# FOOTBALL



## RULES OF gameplay

### FOOTBALL RULES

- AGREE ON FIELD SIZE/ENDZONES BEFORE BEGINNING PLAY
- TEAMS MUST BE SEPARATED BY THE LINE OF SCRIMMAGE AT THE SNAP OF THE BALL
- QB MAY HIKE TO SELF, BUT MAY NOT RUN THE BALL EVEN IF THE DEFENSE RUSHES
- DEFENSE MAY RUSH THE QB AFTER COUNTING TO "FIVE MISSISSIPPI"
- A FUMBLE MEANS THE PLAY IS OVER AT THAT SPOT (OFFENSE KEEPS THE BALL)
- ONLY 1 FORWARD PASS PER PLAY

# 9-SQUARE



## RULES OF gameplay

### 9-SQUARE RULES

- CENTER SQUARE SERVES
- HITS MUST TRAVEL THROUGH TOP OF YOUR SQUARE INTO ANOTHER
- EACH PLAYER MAY HIT THE BALL ONLY ONCE PER TURN
- PLAYER IS OUT IF THEY:
  - DOUBLE HIT THE BALL
  - DON'T HIT THE BALL INTO ANOTHER SQUARE
  - HIT THE BALL OUT OF THE PLAYING AREA (STRUCTURE)
- WHEN OUT, EXIT THE GAME AND GO TO THE END OF THE LINE

Central Linn School District 552-C

Code: BBBB  
Adopted: 1/11/88  
Revised: 4/14/05

**Board Member Oath of Office**

New directors must qualify by taking an oath of office before assuming the duties of office. The oath of office will be in the following form:

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will support the Constitution of the United States, the Constitution of the State of Oregon and the laws thereof, and the policies of the Central Linn School District. I will faithfully and impartially discharge the duties of the Office of School Board Member according to the best of my ability during the term for which I have been appointed.

\_\_\_\_\_  
Signature

END OF POLICY

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Legal Reference(s):

ORS 332.005

CENTRAL LINN SCHOOL DISTRICT #552C  
BUDGET COMMITTEE APPLICATION



ZONE: \_\_\_\_\_

NAME : Rachel Seiders

PHYSICAL ADDRESS: 29795 Peckenpaugh Rd Shedd OR 973

CELL PHONE : 541-912-7423

OCCUPATION : Stay At Home Mom

Number of years you have resided in the Central Linn School District: 8 years

Do you meet the following qualifications:

(Please answer **YES** or **NO**)

1. Do you live in the district and reside in the proper zone? Yes/no
2. Are you an officer, agent or employee of the district? No
3. Are you a citizen of the United States? Yes
4. Are you a registered voter? Yes

For what reason(s) do you desire to be a member of the Budget Committee? \_\_\_\_\_

I want to make sure that the schools are fiscally successful, so that we can add more classes to for our students to choose from instead of taking classes away. Adding more enriching activities for our younger students; and maybe eventually expanding our athletics.

What qualifications could you contribute as a member of the Budget Committee? \_\_\_\_\_

The only qualification anyone needs is: to give a damn about our schools, and I have that in spades.

Tell us about yourself - Community experience, Volunteering, Committees, Awards/Recognition:

Graduated OSU with a Bachelors of Science in Physical Anthropology 2006. CLES PT secretary for 5 years, CLES PTC board of directors 3 years. Linn county 4-H photography superintendant 2018. Linn county 4-H leader 2018-current

Give at least three references who have firsthand knowledge of your character, personality, and/or leadership ability : \_\_\_\_\_

Betsy Ramsur, Sarah Glenn, Lisa Goracke, Brye Lester , Lovica Johnson

**1.0 ROLL CALL**

On January 10, 2022 Chair Karo called the meeting to order at approximately 6:33 p.m. via Zoom.

**Members Present:** David Karo, Kirt Glenn, Suzy Parker, Parker Leigh, Brian Tenbusch; Tony Isom  
**Others Present:** Candace Pelt, Celeste Van Cleave, Dena Crowell, Heidi Hermansen, Sarah Curtis, Jamie Derrickson; Conor Delaney; Tonya Everest

**2.0 GOOD OF THE ORDER/COMMUNICATIONS**

**2.1 Board Recognition:** In recognition of School Board Appreciation Month, Candace Pelt, on behalf of the Central Linn School District, thanked board members for their time and energy serving on the school board.

**2.2 Agenda Adjustments:** 2.6, Facilities Report was removed and replaced with LBL Resolution; add 4.8, Approve December 7<sup>th</sup> Special Meeting Minutes

**2.3 ASB Report:** None

**2.4 Superintendent Awards:** Each month teachers nominate a student for the Superintendent Award. This month's awards were presented to: junior high student, Chyanne Rose, and high school students Coen Schneiter, Kayden Osborn and Addison Karo. Sixth grader, Jack Cheney, was presented as a December award winner.

**2.5 2020-2021 Audit Report:** Conor Delaney, Pauly Rogers and Co., reported a clean financial audit for 2020-2021.

**2.6 LBL Resolution:** LBL/ESD Superintendent, Tonya Everest, presented on the LBL Local Service Plan.

**2.7 High School Building Report:** Heidi Hermansen, Jr/Sr High Principal reported on junior high changes for second semester, which will be broken into a third and fourth quarter. Focus for junior high will be on meeting academic and social/emotional needs for each student. Advanced Language Arts, Math and Science class will be offered. Music department had its first high school concert in two years; junior high concert was recorded and shared. High school winter sports has begun.

**3.0 AUDIENCE COMMENTS**

Rachel Seiders, Petition

**4.0 ACTION/BUSINESS**

**4.1 Approve Minutes of the December Regular Board Meeting:** Director Isom made a motion to approve the December Regular Board Minutes, as submitted. Director Parker second the motion. Motion passed 6-0.

- 4.2 **Staff Acknowledgements:** The Board acknowledged the hire of Karly Geider, Educational Assistant/Wellness Coordinator and the resignation of Kati Brown, Maria Ordway and Alesha Boggs, Elementary Educational Assistants.
- 4.3 **Approve Hire of Licensed Staff:** Director Parker made a motion to approve the hire of Savannah Ashcraft, Elementary Art Teacher, on a part-time temporary contract. Director Isom second the motion. Motion passed 6-0.
- 4.4 **Adopt LBL Local Service Plan Resolution:** Chair Karo made a motion to adopt the LBL Local Service Plan Resolution, as submitted. Director Tenbusch second the motion. Motion passed 6-0.
- 4.5 **Adopt Superintendent Evaluation Schedule:** Director Tenbusch made a motion to adopt the Superintendent Evaluation Schedule, as submitted. Chair Karo second the motion. Motion passed 6-0.
- 4.6 **Approve Facilities Committee Members:** Director Isom made a motion to approve the Facilities Committee Members, as submitted. Director Tenbusch second the motion. Motion passed 6-0.
- 4.7 **Adopt Board Policies:** Director Tenbusch made a motion to adopt Board Policies: BD/BDA, Board Meetings and CCC, Hiring of Licensed Administrators, with revisions. Director Parker second the motion. Motion passed 6-0.
- 4.8 **Approve December 7<sup>th</sup> Special Meeting Minutes:** Chair Karo made a motion to approve the December 7<sup>th</sup> Special Meeting Minutes. Director Tenbusch second the motion. Motion passed 6-0.

## 5.0 REPORTS

- 5.1 **Financial Report:** Business Manager, Celeste Van Cleave, reported beginning fund balance indicated on revenue report came out more than estimated for budget. The higher beginning fund balance will be fully utilized due to decreased student enrollment which will result in the lack of funding.
- 5.2 **Superintendent Report:** Superintendent Pelt, reported that Superintendent Awards will be moved to a quarterly celebration night where students will have an opportunity to be recognized for their achievement; February 2<sup>nd</sup> will be a Meet & Greet with the superintendent; March 2<sup>nd</sup> is an Open House with district students and staff of to showcase activities to the community; listening sessions for the elementary principal search will be held in the spring. The district received a request to participate in a formal mask mandate denouncement by other Oregon districts, more discussion with the board on this topic will take place. Test to Stay has been implemented. A high percentage of families have opted into Test to Stay, which has successfully allowed most students the ability to stay on site when exposed during a school based setting. Dr. Pelt shared a drafted 2021-2023 School Board and Superintendent Priorities document which outlines components of futuristic work over the next year and a

half and which the superintendent evaluation may be based off of if approved by the board.

**6.0 ADJOURN**

With no further business before the Board, Chair Karo adjourned the meeting at approximately 7:25 p.m.

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Dena Crowell, Board Secretary

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Board Chair, David Karo

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Date Approved

**CENTRAL LINN SCHOOL DISTRICT  
32433 HWY 228, HALSEY**

**CENTRAL LINN BOARD WORKSESSION  
CENTRAL LINN JUNIOR HIGH**

**On January 12, 2022, members of the Central Linn School Board met to interview board applicants for Zone 1. The meeting was held in Ms. Adam's room and via Zoom. Meeting began at approximately 5:30 p.m.**

**Members Present: David Karo, Suzy Parker, Kirt Glenn, Parker Leigh, Tony Isom, Brian Tenbusch  
Others Present: Candace Pelt, Celeste Van Cleave, Dena Crowell, Tia Parrish, Jennifer Duringer, Jason Curtis, Kris Kizer, Daniel Leopard, Randy Raschein**

**David Karo began the Board Worksession by introducing the first board candidate, Jennifer Duringer. Each candidate answered Board Candidate Interview Questions. Ms. Duringer's interview began at 5:30 and ended at 5:38 p.m. The meeting recessed until second candidate, Jason Curtis, arrived. Mr. Curtis's interview began at 5:58 and ended at 6:12 p.m. The meeting recessed until third candidate, Kris Kizer, arrived. Mr. Kizer's interview began at 6:19 and ended at 6:38. The meeting recessed until the final candidate, Daniel Leopard, arrived. Mr. Leopards' interview began at 6:54 and ended at 7:12 p.m. Each candidate answered Board Candidate Interview Questions.**

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**Dena Crowell, Board Secretary**

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**Board Chairman, David Karo**

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**Date Approved**

CENTRAL LINN SCHOOL DISTRICT  
32433 HWY 228, HALSEY

CENTRAL LINN BOARD SPECIAL MEETING  
CENTRAL LINN JUNIOR HIGH – MS. ADAM’S ROOM/ZOOM

**1.0 CALL TO ORDER**

On January 12, 2022, Chairman Karo called the meeting to order at approximately 7:30 p.m. in Ms. Adam’s room of the Central Linn Junior High and via Zoom.

Members Present: Brain Tenbusch, David Karo, Suzy Parker, Parker Leigh, Tony Isom, Kirt Glenn

Others Present: Candace Pelt, Celeste Van Cleave, Dena Crowell, Elizabeth Polay

**2.0 AUDIENCE COMMENTS**

No public comments were taken

**3.0 RECESS TO EXECUTIVE SESSION**

Under the Authority of ORS 192.660 (2)(f), to consider information or records that are exempt from disclosure by law, including advice from your attorney, Chairman Karo recessed the regular session to executive session at approximately 7:35 p.m.

**4.0 RECONVENE TO OPEN SESSION**

Vice Chairman Karo reconvened to regular session at approximately 8:01 p.m.

**5.0 ADJOURN**

With no further business before the Board, Vice Chairman Karo adjourned the meeting at approximately 8:01 p.m.

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Dena Crowell, Board Secretary

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Board Chairman, David Karo

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Date Approved



**CENTRAL LINN SCHOOL DISTRICT 552C  
2021- 2022 BUDGET CALENDAR**

- April 18, 2022**      **Budget Committee Work Session**
- April 25, 2022**      **Budget Committee Work Session Continued**
- April 19, 2022**      **Publish First Notice of First Budget Committee Meeting to  
Receive the Budget and Budget Message  
(Five to thirty days before meeting)**
- May 6, 2022**      **Publish Second Notice of Budget Committee Meeting to  
Receive the Budget and Budget Message  
(At least five days after first notice)**
- May 9, 2022**      **Regular May Board Meeting**
- May 16, 2022**      **First Budget Committee Meeting  
Receive the Proposed Budget and Budget Message**
- May 23, 2022**      **Second Budget Committee Meeting**
- May 27, 2022**      **Publish Notice of Budget Hearing, Financial Summary  
(Five to thirty days before hearing.)**
- June 13, 2022**      **Public Hearing on the Budget**
- Regular June Board Meeting  
Enact Resolution Adopting the Budget,  
Making Appropriations, and Declaring the Tax Levy**

## Central Linn School District 552-C

Code: AC  
Adopted: 8/11/97  
Revised: 4/14/05; 12/13/10;  
3/13/17; 11/13/17  
10/14/19

First Reading: 2/14/22

### Non-Discrimination

The district prohibits discrimination and harassment on any basis protected by law, including but not limited to, an individual's perceived or actual race<sup>1</sup>, color, religion, sex, sexual orientation<sup>2</sup>, gender identity, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, or veterans' status, or because of the perceived or actual race, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, veterans' status of any other persons with whom the individual associates.

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

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

The superintendent shall appoint individuals at the district to contact on issues concerning the Americans with Disabilities Act of 1990 and Americans with Disabilities Act Amendments Act of 2008 (ADA), Section 504 of the Rehabilitation Act, Title VI, Title VII, Title IX and other civil rights or discrimination issues, and notify students, parents, and staff with their names, office addresses, and phone numbers. The district will publish complaint procedures providing for prompt and equitable resolution of complaints from students, employees, and the public; and such procedures will be available at the district's administrative office and available on the home page of the district's website.

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

END OF POLICY

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

<sup>2</sup> “Sexual orientation” means an individual’s actual or perceived heterosexuality, homosexuality, bisexuality or gender identify, regardless of whether the individual’s gender identify, appearance, expression or behavior differs from that traditionally associated with the individual’s sex at birth.

**Legal Reference(s):**

[ORS 174.100](#)  
[ORS 192.630](#)  
[ORS 326.051\(1\)\(e\)](#)  
[ORS 408.230](#)  
[ORS 659.805](#)  
[ORS 659.815](#)  
[ORS 659.850 - 659.860](#)  
[ORS 659.865](#)  
~~[ORS 659.870](#)~~  
[ORS 659A.001](#)  
[ORS 659A.003](#)  
[ORS 659A.006](#)  
[ORS 659A.009](#)  
[ORS 659A.029](#)  
[ORS 659A.030](#)

[ORS 659A.040](#)  
[ORS 659A.103 - 659A.145](#)  
[ORS 659A.230 - 659A.233](#)  
[ORS 659A.236](#)  
[ORS 659A.309](#)  
[ORS 659A.321](#)  
[ORS 659A.409](#)  
[OAR 581-002-0001 – 002-0005](#)  
[OAR 581-021-0045](#)  
[OAR 581-021-0046](#)  
[OAR 581-021-0047](#)  
[OAR 581-022-2310](#)  
[OAR 581-022-2370](#)  
[OAR 839-003](#)

Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (20122018).  
Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621-6343 (20122018); 29 C.F.R Part 1626 (20182019).  
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12112 (20122018); 29 C.F.R. Part 1630 (20182019); 28 C.F.R. Part 35 (20182019).  
Equal Pay Act of 1963, 29 U.S.C. § 206(d) (20122018).  
Rehabilitation Act of 1973, 29 U.S.C. §§ 791, 793-794 (20122018); 34 C.F.R. Part 104 (20182019).  
Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683, 1701, 1703-1705, 1720 (20122018);  
Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (20182020).  
Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (20122018); 28 C.F.R. §§ 42.101-42.106 (20182019).  
Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (20122018); 29 C.F.R. § 1601 (20182019).  
Wygant v. Jackson Bd. of Educ., 476 U.S. 267 (1989).  
Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (20122018); 29 C.R.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).  
The Vietnam Era Veterans’ Readjustment Assistance Act of 1974, 38 U.S.C. § 4212 (20122018).  
Genetic Information Nondiscrimination Act of 2008, 42 U.S.C. § 2000ff-1 (20122018); 29 C.F.R. Part 1635 (2019).  
[House Bill 2935 \(2021\)](#).  
[House Bill 3041 \(2021\)](#).

## Discrimination Complaint Procedure

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

Step I: Complaints shall be oral or in writing and must be filed with the principal. Any staff member that received an oral or written complaint shall report the complaint to the principal. The principal will scribe onto the complaint form and verify the information is accurate with the person filing the complaint. The building principal shall investigate and determine the action to be taken, if any, and reply in writing, to the complainant within ten (10) school days of receipt of the complaint.

Step II: If the complainant wishes to appeal the decision of the principal, the complainant may submit a written appeal to the superintendent within ten (10) working days after receipt of the building principal's response to the complaint.

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

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

If the principal is the subject of the complaint, the individual may start at Step II and should file a complaint with the superintendent. If the superintendent is the subject of the complaint, the complaint may start at Step III and should be referred to the Board chair. The Board may refer the investigation to a third party.

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

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

The complainant, if a person who resides in the district, or a parent or guardian of a student who attends school in the district or a student, is not satisfied after exhausting local complaint procedures, the district fails to render a written decision within 30 days of submission of the complaint at any step or fails to resolve the complaint within ninety (90) days of the initial filing of the complaint, may appeal<sup>1</sup> the district's final decision to the Deputy Superintendent of the Public Instruction under Oregon Administrative Rules (OAR) 581-002-0001 – 002-0023.

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

DISCRIMINATION COMPLAINT FORM

Name of Person Filing Complaint \_\_\_\_\_ Date \_\_\_\_\_ School or Activity \_\_\_\_\_

Student/Parent  Employee  Job applicant  Other  \_\_\_\_\_

Type of discrimination:

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Who should we talk to and what evidence should we consider? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Suggested solution/resolution/outcome: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Person Filing Complaint

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

# Central Linn School District 552-C

Code: **GBA**  
Adopted: 9/11/89  
Revised: 4/14/05; 12/13/10  
1/9/17; 4/13/20

First Reading: 2/14/22

## Equal Employment Opportunity

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

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

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

END OF POLICY

### Legal Reference(s):

|   |                                     |
|---|-------------------------------------|
| House Bill 2341 (2019)                  | <a href="#">ORS 659A.805</a>        |
| Senate Bill 479 (2019)                  | <a href="#">ORS 652.210-652.220</a> |
| <a href="#">ORS 174.100</a>             | <a href="#">ORS 659A.040</a>        |
| <a href="#">ORS 326.051</a>             | <a href="#">ORS 659A.082</a>        |
| <a href="#">ORS 332.505</a>             | <a href="#">ORS 659A.112</a>        |
| <a href="#">ORS 342.934</a>             | <a href="#">ORS 659A.820</a>        |
| <a href="#">ORS 408.225 to -408.238</a> | <a href="#">OAR 581-021-0045</a>    |
| <a href="#">ORS 659.850</a>             | <a href="#">OAR 581-022-1720</a>    |
| <del>ORS 659.870</del>                  | <a href="#">OAR 839-003-0000</a>    |
| <a href="#">ORS 659A.003</a>            | <a href="#">OAR 839-006-0435</a>    |
| <a href="#">ORS 659A.006</a>            | <a href="#">OAR 839-006-0440</a>    |
| <a href="#">ORS 659A.009</a>            | <a href="#">OAR 839-006-0445</a>    |
| <a href="#">ORS 659A.029</a>            | <a href="#">OAR 839-006-0450</a>    |
| <a href="#">ORS 659A.030</a>            | <a href="#">OAR 839-006-0455</a>    |
| <a href="#">ORS 659A.109</a>            | <a href="#">OAR 839-006-0460</a>    |
| <a href="#">ORS 659A.233</a>            | <a href="#">OAR 839-006-0465</a>    |
| <a href="#">ORS 659A.236</a>            |                                     |
| <a href="#">ORS 659A.309</a>            |                                     |
| <a href="#">ORS 659A.321</a>            |                                     |
| <a href="#">ORS 659A.409</a>            |                                     |

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

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

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

Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (~~2012~~2018).

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

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

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683, 1701,1703-1705, 1720 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (~~2019~~2020).

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (~~2012~~2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).

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

Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (~~2012~~2018).

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

Genetic Information Nondiscrimination Act of 2008, 42 U.S.C. 2000ff-1 (~~2012~~2018).

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



# Central Linn School District 552-C

Code: GBEA  
Adopted:  
Revised:  
First Reading: 02/14/22 (NEW)

## Workplace Harassment

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

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

"Workplace harassment" means conduct that constitutes discrimination prohibited by Oregon Revised Statute (ORS) 659A.030 (discrimination in employment based on race, color, religion, sex, sexual orientation, gender identity, national origin, marital status, age, or expunged juvenile record), including conduct that constitutes sexual assault<sup>1</sup> or that constitutes conduct prohibited by ORS 659A.082 (discrimination against person in uniformed service) or 659A.112 (discrimination in employment based on disability).

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

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

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

The district may not require or coerce a district employee to enter into a nondisclosure<sup>2</sup> or nondisparagement<sup>3</sup> agreement.

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<sup>1</sup> "Sexual assault" means unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat or intimidation.

<sup>2</sup> A "nondisclosure" agreement or provision prevents either party from disclosing the contents of or circumstances surrounding the agreement.

<sup>3</sup> A "nondisparagement" agreement or provision prevents either party from making disparaging statements about the other party.

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

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

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

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

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

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

END OF POLICY

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**Legal Reference(s):**

[ORS 243.317 - 243.323](#)

[ORS 659A.001](#)

[ORS 659A.003](#)

[ORS 659A.006](#)

[ORS 659A.029](#)

[ORS 659A.030](#)

[ORS 659A.082](#)

[ORS 659A.112](#)

[ORS 659A.820](#)

[ORS 659A.875](#)

[ORS 659A.885](#)

[OAR 584-020-0040](#)

[OAR 584-020-0041](#)

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (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). House Bill 3041 (2021)

## Central Linn School District 552-C

Code: **GBL**  
Adopted: 12/8/97  
Revised: 04/14/05; 2/08/21  
First Reading: 2/12/22

### Personnel Records

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

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

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

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

1. The individual employee. An employee may arrange with the personnel office to inspect the contents of their personnel file on any day the personnel office is open for business;
2. Others designated by the employee in writing may arrange to inspect the contents of the employee's personnel file in the same manner described above;
3. The comptroller or auditor, when such inspection is pertinent to carrying out their respective duties, or as otherwise specifically authorized by the Board. Information so obtained will be kept confidential. No files will be removed from their central location for personal inspection;
4. The superintendent and members of the central administrative staff designated by the superintendent;
5. District administrators and supervisors who currently or prospectively supervise the employee;
6. Employees of the personnel office;
7. Attorneys for the district or the district's designated representative on matters of district business;
8. Two Board members when specifically authorized by the Board. Information will be kept confidential. No files will be removed from their central location for personal inspection;

9. Upon receiving a request from a prospective employer issued under Oregon Revised Statute (ORS) 339.374(1)(b), the district, pursuant to ORS 339.378(1), shall disclose the requested information if it has or has had an employment relationship with a person who is the subject of the request, no later than 20 days after receiving such request. The Records created by the district pursuant to ORS 339.388(8)(c) are confidential and are not public records as defined in ORS 192.331. The district may use the record as a basis for providing the information required to be disclosed about an employee under ORS 339.378(1);
10. Upon request from a law enforcement agency; the Oregon Department of Human Services, the Teacher Standards and Practices Commission, or the Oregon Department of Education, conducting an investigation related to suspected abuse or suspected sexual conduct, to the extent allowable by state and federal law, including laws protecting a person from self-incrimination;
11. Upon request from a prospective employer or a former employee, authorized district officials may disclose information about a former employee's job performance to a prospective employer and such disclosure is presumed to be in good faith. Presumption of good faith is rebutted by showing the information disclosed was knowingly false or deliberately misleading, was rendered with malicious purpose or violated any civil right of the former employee protected under ORS 659 or ORS 659A.

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

Release of personnel records to parties other than those authorized to inspect them will be only upon receipt of a court order.

END OF POLICY

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Legal Reference(s):

ORS 30.178  
ORS 339.370-339.374  
ORS 339.378  
ORS 339.388  
ORS 342.143  
ORS 342.850  
ORS 652.750  
ORS Chapter 659  
ORS Chapter 659A  
OAR 581-022-2405

OSEA v. Lake County School District, Case No. C-202-83, 8 PECBR 7837 (1985); rev'd, 81 Or App 623 (1986); order on remand, 9 PECBR 9501 (1987); aff'd, 93 Or App 481 (1988).

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

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

## Special Education - Individualized Education Program (IEP)\*\*

### 1. General IEP Information

- a. The district ensures that an IEP is in effect for each eligible student:
  - (1) Before special education and related services are provided to a student;
  - (2) At the beginning of each school year for each student with a disability for whom the district is responsible; and
  - (3) Before the district implements all the special education and related services, including program modifications, supports and/or supplementary aids and services, as identified on the IEP.
- b. The district uses:
  - (1) The Oregon standard IEP; or
  - (2) An IEP form that has been approved by the Oregon Department of Education.
- c. The district develops and implements all provisions of the IEP as soon as possible following the IEP meeting.
- d. The IEP will be accessible to each of the student's regular education teacher(s), the student's special education teacher(s) and the student's related services provider(s) and other service provider(s).
- ~~e. The district informs all teachers and service providers of their specific responsibilities for implementing the IEP accommodations, modifications and/or supports that must be provided for or on behalf of the student to fully implement the IEP, including any amendments the district and parents agreed to make between annual reviews.~~
- f. The district takes steps to ensure that parent(s) are present at each IEP meeting or have the opportunity to participate through other means.
- g. The district ensures that each teacher and service provider is informed of:
  - (1) Their specific responsibilities for implementing the IEP specific accommodations, modifications and/or supports that must be provided for, or on behalf of the student; and
  - (2) Their responsibility to fully implement the IEP including any amendments the district and parents agreed to make between annual reviews.

The district takes whatever action is necessary to ensure that parents understand the proceedings of the IEP team meeting, including arranging for an interpreter for parents with deafness or whose native language is other than English.

- h. The district provides a copy of the IEP to the parents at no cost.

## 2. IEP Meetings

- a. The district conducts IEP meetings within 30 calendar days of the determination that the student is eligible for special education and related services.
- b. The district convenes IEP meetings for each eligible student periodically, but not less than once per year.
- c. At IEP meetings, the team reviews and revises the IEP to address any lack of expected progress toward annual goals and in the general curriculum, new evaluation data or new information from the parent(s), the student's anticipated needs, or the need to address other matters.
- d. Between annual IEP meetings, the district and the parent(s) may amend or modify the student's current IEP without convening an IEP team meeting using the procedures in the Agreement to Amend or Modify IEP subsection.
- e. When the parent(s) requests a meeting, the district will either schedule a meeting within a reasonable time or provide timely written prior notice of the district's refusal to hold a meeting.
- f. If an agency other than the district fails to provide agreed upon transition services contained in the IEP, the district convenes an IEP meeting to plan alternative strategies to meet the transition objectives and, if necessary, to revise the IEP.

## 3. IEP Team Members

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

- (1) Whenever appropriate, the student with a disability is a member of the team.
- (2) If the purpose of the IEP meeting includes consideration of postsecondary goals and transition services for the student, the district includes the student in the IEP team meeting.
- (3) If the purpose of the IEP meeting includes consideration of postsecondary goals and transition services for the student, and the student does not attend the meeting, the district will take other steps to consider the student's preferences and interests in developing the IEP.

c. Participation by other agencies:

- (1) With parent or adult student written consent, and where appropriate, the district invites a representative of any other agency that is likely to be responsible for providing or paying for transition services if the purpose of the IEP meeting includes the consideration of transition services (beginning at age 16, or younger if appropriate); and
- (2) If the district refers or places a student in an ESD, state operated program, private school or other educational program, IEP team membership includes a representative from the appropriate agencies. Participation may consist of attending the meeting, conference call or participating through other means.

4. Agreement for Nonattendance and Excusal

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

5. IEP Content

- a. In developing the IEP, the district considers the student's strengths, the parent's concerns, the results of the initial or most recent evaluation, and the academic, developmental and functional needs of the student.
- b. The district ensures that IEPs for each eligible student includes:
  - (1) A statement of the student's present levels of academic achievement and functional performance that:

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



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

#### 6. Agreement to Amend or Modify IEP

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

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

#### 7. IEP Team Considerations and Special Factors

- a. In developing, reviewing and revising the IEP, the IEP team considers:
  - (1) The strengths of the student and concerns of the parent for enhancing the education of the student;
  - (2) The results of the initial or most recent evaluation of the student;
  - (3) As appropriate, the results of the student's performance on any general state or districtwide assessments;
  - (4) The academic, developmental, and functional needs of the child.
- b. In developing, reviewing and revising the student's IEP, the IEP team considers the following special factors:
  - (1) The communication needs of the student; and
  - (2) The need for assistive technology services and/or devices.
- c. As appropriate, the IEP team also considers the following special factors:
  - (1) For a student whose behavior impedes ~~his or her~~ **their** learning or that of others, strategies, positive behavioral intervention and supports to address that behavior;
  - (2) For a student with limited English proficiency, the language needs of the student as those needs relate to the IEP;
  - (3) For a student who is blind or visually impaired, instruction in Braille and the use of Braille unless the IEP team determines (after an evaluation of reading and writing skills, needs and media, including evaluation of future needs for instruction in Braille or the use of Braille, appropriate reading and writing), that instruction in Braille or the use of Braille is not appropriate; **and**

- (4) For a student who is deaf or hard of hearing, the student's language and communication needs, including opportunities for direct communication with peers and professional personnel in the student's language and communication mode, academic level and full range of needs, including opportunities for direct instruction in the student's language and communication mode;
  - (5) If a student is deaf, deafblind, or hard of hearing, the district will provide information about relevant services and placements offered by the school district, the education service district, regional programs, and the Oregon School for the Deaf; and
  - (6) A statement of any device or service needed for the student to receive a Free Appropriate Public Education (FAPE).
- d. In addition to the above IEP contents, the IEP for each eligible student of transition age includes:
- (1) Beginning not later than the first IEP in effect when the student turns 16, or as early as 14 or younger; if determined appropriate by the IEP team (including parent(s)), and updated annually thereafter, the IEP must include:
    - (a) Appropriate measurable postsecondary goals based upon age appropriate transition assessments related to training education, employment, and where appropriate, independent living skills; and
    - (b) The transition services (including courses of study) needed to assist the student in reaching those goals.
      - (i) Regarding employment planning, the parent shall be provided information about and opportunities to experience employment services provided by Oregon Vocational Rehabilitation or the Oregon Office of Developmental Disability Services. These services must be provided in a competitive integrated employment setting, as defined by Oregon Administrative Rule 441-345-0020. Information about these services shall also be provided to the parent by the district at each annual review for IEPs to be in effect when the child turns 16, or as early as 14 or younger, if determined appropriate by the IEP team (including parent(s))
  - (2) At least one year before a student reaches the age of majority (student reaches the age of 18, or has married or been emancipated, whichever occurs first), a statement that the district has informed the student that all procedural rights will transfer at the age of majority; and
  - (3) If identified transition service providers, other than the district, fail to provide any of the services identified on the IEP, the district will initiate an IEP meeting as soon as possible to address alternative strategies and revise the IEP if necessary.
- e. To promote self-determination and independence, the district shall provide the student and the student's parents with information and training resources regarding supported decision-making as a less restrictive alternative to guardianship, and with information and resources regarding strategies to remain engaged in the student's secondary education and post-school outcomes. The district shall provide this information at each IEP meeting that includes discussion of post-secondary educational goals and transition services.

8. Incarcerated Youth

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

9. Extended School Year Services

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

9. Assistive Technology

- a. The district ensures that assistive technology devices or assistive technology services, or both, are made available if they are identified as part of the student's IEP. These services and/or

devices may be part of the student's special education, related services or supplementary aids and services.

- b. On a case-by-case basis, the district permits the use of district-purchased assistive technology devices in the student's home or in other settings if the student's IEP team determines that the student needs access to those devices to receive a free appropriate public education. In these situations, district policy will govern liability and transfer of the device when the student ceases to attend the district.

## 10. Transfer Students

- a. In state:

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

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

- b. Out of state:

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

- (1) Conducts an initial evaluation (if determined necessary by the new district to determine Oregon eligibility) with parent consent and determines whether the student meets eligibility criteria described in Oregon Administrative Rules.
- (2) If the student is eligible under Oregon criteria, the district develops, adopts and implements a new IEP for the student using the Oregon Standard IEP or an approved alternate IEP.
- (3) If the student does not meet Oregon eligibility criteria, the district provides prior written notice to the parents explaining that the student does not meet Oregon eligibility criteria and specifying the date when special education services will be terminated.

## Special Education - Procedural Safeguards

### 1. Procedural Safeguards

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

### 2. Content of Procedural Safeguards Notice

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

### 3. Parent or Adult Student Meeting Participation

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

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

#### 4. Surrogate Parents

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

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



- j. The district will not appoint a surrogate solely because the parent or student to whom rights have transferred is uncooperative or unresponsive to the special education needs of the student.

5. Transfer of Rights at Age of Majority

- a. When a student with a disability reaches the age of majority, marries or is emancipated, rights previously accorded to the student's parents under the special education laws, transfer to the student. A student for whom rights have transferred is considered an "adult student" under OAR 581-015-2000(1).
- b. The district provides notice to the student and the parent that rights (accorded by statute) will transfer at the age of majority. This notice is provided at an IEP meeting and documented on the IEP:
  - (1) At least one year before the student's 18th birthday;
  - (2) More than one year before the student's 18th birthday, if the student's IEP team determines that earlier notice will aid transition; or
  - (3) Upon actual knowledge that within a year the student will likely marry or become emancipated before age 18.
- c. The district provides written notice to the student and to the parent at the time of the transfer.
- d. These requirements apply to all students, including students who are incarcerated in a state or local adult or juvenile correctional facility or jail.
- e. After transfer of rights to the student, the district provides any written prior notices and written notices of meetings required by the special education laws to the adult student and to the parent if the parent can be reasonably located.
- f. After rights have transferred to the student, receipt of notice of an IEP meeting does not entitle the parent to attend the meeting unless invited by the student or the district.
- g. To promote self-determination and independence, the district shall provide the student and the student's parents with information and training resources regarding supported decision-making as a less restrictive alternative to guardianship, and with information and resources regarding strategies to remain engaged in the student's secondary education and post-school outcomes. The district shall provide the information at each IEP meeting that includes discussion of post-secondary goals and transition services.

6. Prior Written Notice

- a. The district provides prior written notice to the parent of a student, or student, within a reasonable period of time, before the district:
  - (1) Proposes to initiate or change, the identification, evaluation or educational placement of the student, or the provision of a FAPE to the child; or
  - (2) Refuses to initiate or change the identification, evaluation or educational placement of the student, or the provision of a FAPE to the child.
- b. The content of the prior written notice will include:
  - (1) A description of the action proposed or refused by the district;

- (2) An explanation of why the district proposed or refused to take the action;
- (3) A description of each evaluation procedure, test, assessment, record or report used as a basis for the proposal or refusal;
- (4) A statement that the parents of a student with a disability have procedural safeguards and, if this notice is not an initial referral for evaluation, how a copy of the *Procedural Safeguards Notice* may be obtained;
- (5) Sources for parents to contact to obtain assistance in understanding their procedural safeguards;
- (6) A description of other options the IEP team considered and the reasons why those options were rejected; and
- (7) A description of other factors that are relevant to the agency's proposal or refusal.

c. The prior written notice is:

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

## 7. Consent<sup>1</sup> – Initial Evaluation

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

## 8. Consent – Initial Provision of Special Education Services

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

FAPE available to the student under these circumstances. The district stands ready to serve the student if the parent or adult student later consents.

9. Consent – Reevaluation

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

10. Consent – Other Requirements

- a. The district documents its reasonable efforts to obtain parent consent, such as phone calls, letters and meeting notes.
- b. If a parent of a student who is home schooled or enrolled by the parents in a private school does not provide consent for the initial evaluation or the reevaluation, or if the parent does not respond to a request for consent, the district:
  - (1) Does not use mediation or due process hearing procedures to seek consent; and
  - (2) Does not consider the child as eligible for special education services.
- c. If a parent or adult student refuses consent for one service or activity, the district does not use this refusal to deny the parent or child any other service, benefit or activity, except as specified by these rules and procedures.
- d. If, at any time subsequent to the initial provision of special and related services, the parent of a child revokes consent in writing for the continued provision of special education and related services, the district:
  - 1) May not continue to provide special education and related services to the child, but must provide prior written notice before ceasing the provision of special education and related services;
  - 2) May not use mediation or due process procedures to obtain an agreement or ruling that the services may be provided to the child;
  - 3) The district will not be considered to be in violation of the requirement to make FAPE available to the child because of the failure to provide the child with further special education and related services; and
  - 4) The district is not required to convene an IEP team meeting or develop an IEP for the child for further provision of special education or related services.

11. Exceptions to Consent

- a. The district does not need written parent or adult student consent before:
  - (1) Reviewing existing data as part of an evaluation or reevaluation;
  - (2) Administering a test or other evaluation administered to all students without consent unless, before administration of that test or evaluation, consent is required of parents of all students;
  - (3) Conducting evaluations, tests, procedures or instruments that are identified on the student's individualized education program (IEP) as a measure for determining progress; or
  - (4) Conducting a screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation.
- b. The district does not need written parent consent to conduct an initial special education evaluation of a student who is a ward of the state and not living with the parent if:
  - (1) Despite reasonable efforts to do so, the district has not been able to find the parent;
  - (2) The parent's rights have been terminated in accordance with state law; or
  - (3) The rights of the parent to make educational decisions have been subrogated by a judge in accordance with state law and consent for an initial evaluation has been given by an individual appointed by the judge to represent the child.
- c. The district does not need written parental consent if an administrative law judge (ALJ) determines that the evaluation or reevaluation is necessary to ensure that the student is provided with a free appropriate public education.

## 12. Independent Educational Evaluations (IEE)

- a. A parent of a student with a disability has a right to an independent educational evaluation at public expense if the parent disagrees with an evaluation obtained by the school district.
- b. If a parent requests an independent educational evaluation at public expense, the district provides information to parents about where an independent educational evaluation may be obtained, and the district criteria applicable for independent educational evaluations.
- c. If a parent requests an independent educational evaluation at public expense, the district, without unnecessary delay, either:
  - (1) Initiates a due process hearing to show that its evaluation is appropriate; or
  - (2) Ensures that an independent educational evaluation is provided at public expense unless the district demonstrates in a hearing that the evaluation obtained by the parent did not meet district criteria.
- d. The district criteria for independent educational evaluations are the same as for district evaluations including, but not limited to, location, examiner qualifications and cost.
  - (1) Criteria established by the district do not preclude the parent's access to an independent educational evaluation.
  - (2) The district provides the parents the opportunity to demonstrate the unique circumstances justifying an IEE that does not meet the district's criteria.

- (3) A parent may be to limited one independent educational evaluation at public expense each time the district conducts an evaluation with which the parent disagrees.
- e. If a parent requests an independent educational evaluation, the district may ask why the parent disagrees with the public evaluation. The parent may, but is not required to, provide an explanation. The district may not:
  - (1) Unreasonably delay either providing the independent educational evaluation at public expense or initiating a due process hearing to defend the public evaluation;
  - (2) Except for the criteria listed above in c., impose conditions or timelines related to obtaining an IEE at public expense.
- f. The district considers an independent educational evaluation submitted by the parent, in any decision made with respect to the provision of a free appropriate public education to the student, if the submitted independent evaluation meets district criteria.

### 13. Dispute Resolution – Mediation

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

### 14. Dispute Resolution – Complaint Investigation

- a. Any organization or person may file a signed, written complaint with the State Superintendent of Public Instruction alleging that a school district or ESD is violating or has violated the Individuals with Disabilities Education Act or associated regulations within one year before

the date of the complaint. Upon receiving a parent complaint, the Oregon Department of Education (ODE) forwards the complaint to the district or ESD along with a request for a district response to the allegations in the complaint.

- b. Upon receiving a request for response from ODE, the district responds to the allegations and furnishes any requested information or documents within 10 business days.
- c. The district sends a copy of the response to the complainant. If ODE decides to conduct an on-site investigation, district personnel participate in interviews and provide additional documents as needed.
- d. The district and the complainant may attempt to resolve a disagreement that led to a complaint through mediation. If they decide against mediation, or if mediation fails to produce an agreement, ODE will pursue the complaint investigation.
- e. If ODE substantiates some or all of the allegations in a complaint, it will order corrective action. The district satisfies its corrective action obligations in a timely manner.
- f. If the district disagrees with the findings and conclusions in a complaint final order, it may seek reconsideration by ODE or judicial review in county circuit court.

#### 15. Due Process Hearing Requests

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

#### 16. Resolution Session

- a. Within 15 days of receiving a due process hearing request, the district will hold a resolution session with the parents and the relevant members of the IEP team who have specific knowledge of the facts identified in the due process hearing request.

- b. This meeting will include a representative of the district who has decision-making authority for the district.
  - (1) The district will not include an attorney unless the parent brings an attorney.
  - (2) The district will provide the parent with an opportunity for the parent to discuss the hearing request and related facts so that the district has an opportunity to resolve the dispute.
  - (3) The district and parent may agree in writing to waive the resolution meeting. If so, the 45 day hearing timeline will begin the next business day, unless the district and parent agree to try mediation in lieu of the resolution session.

#### 17. Time Limitations and Exception

- a. A parent must request a due process hearing within two years after the date of the district act or omission that gives rise to the parent's hearing request.
- b. This timeline does not apply to a parent if the district withheld relevant information from the parent or incorrectly informed the parent that it had resolved the problem that led the parent's hearing request.

#### 18. Hearing Costs

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

#### 19. Discipline and Placement in Interim Alternative Setting

See Board policy JGDA/JGEA - Discipline of Disabled Students.

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

# Central Linn School District 552-C

Code: **IGBB**  
Adopted: **NEW**  
Revised:  
First Reading: **2/14/22**

## Talented and Gifted Program

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

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

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

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

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

END OF POLICY

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### Legal Reference(s):

ORS 343.391-343.401  
ORS 343.407-343.41  
OAR 581-022-2325  
OAR 581-022-2330  
OAR 581-022-2500



Central Linn School District 552-C

Code: IGBHA  
Adopted: 7/8/96  
Revised: 04/14/05

**RECOMMEND REPLACEMENT**

**Alternative Educational Programs**

The Board is dedicated to keeping all students enrolled in the regular educational program. It is recognized however, that there will be students in the district who may benefit educationally in an alternative education program.

A list of alternative education programs may be approved by the Board annually, based on superintendent recommendations and contract requirements. The superintendent shall provide for the involvement of staff, parents and the community in alternative education programs recommendations. Annual evaluation of alternative programs and student performance will be made in accordance with ORS 336.655 and OAR 581-022-1350. The superintendent will develop administrative regulations as necessary to implement this requirement.

Alternative education programs will consist of instruction or instruction combined with other approaches. These programs may be public or private. Private alternative education programs shall be registered with the Oregon Department of Education. Alternative education programs must meet all the requirements set forth in ORS 336.625, 336.631 and 336.637. Home schooling by the parent is not alternative placement. The parent is responsible for enrolling the student. If the student is 18 years of age, the student is responsible.

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

The district shall pay the actual alternative education program cost or an amount equal to 80 percent of the district's state average per-student net operating expenditure, whichever is less. The district will enter into a written contract with district-approved private alternative education programs.

If a parent receives an exemption on a semi-annual basis to withdraw a student age 16 or 17, the district has no obligation to pay for an alternative education program.

If a student is not successful in the alternative education program, there is no obligation to propose or fund other alternatives.

END OF POLICY

Legal Reference(s):

ORS 329.035

ORS 329.485

ORS 332.072

ORS 336.135 - 336.183

ORS 336.615 - 336.665

ORS 339.030

ORS 339.250

OAR 581-021-0045

OAR 581-021-0065

OAR 581-021-0070

OAR 581-021-0071

OAR 581-022-1350

OAR 581-022-1620

OAR 581-023-0006

OAR 581-023-0008

# Central Linn School District 552-C

Code: **IGBHA**  
Adopted: 7/8/96  
Revised: 04/14/05  
First Reading: 2/14/22

## Alternative Education Programs\*\*

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

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

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

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

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

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

END OF POLICY

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### Legal Reference(s):

|                                     |                                  |
|-------------------------------------|----------------------------------|
| <a href="#">ORS 329.035</a>         | <a href="#">OAR 581-021-0065</a> |
| <a href="#">ORS 329.485</a>         | <a href="#">OAR 581-021-0070</a> |
| <a href="#">ORS 332.072</a>         | <a href="#">OAR 581-021-0071</a> |
| <a href="#">ORS 336.014</a>         | <a href="#">OAR 581-022-1350</a> |
| <a href="#">ORS 336.175</a>         | <a href="#">OAR 581-022-1620</a> |
| <a href="#">ORS 336.135-336.183</a> | <a href="#">OAR 581-022-2320</a> |
| <a href="#">ORS 336.615-336.665</a> | <a href="#">OAR 581-022-2505</a> |
| <a href="#">ORS 339.030</a>         | <a href="#">OAR 581-023-0006</a> |
| <a href="#">ORS 339.250</a>         | <a href="#">OAR 581-023-0008</a> |
| <a href="#">OAR 581-021-0045</a>    |                                  |

# Central Linn School District 552-C

Code: **IGBI**  
Adopted: 12/8/97  
Revised: 04/14/05;02/12/18  
First Reading: 02/14/22

## Bilingual Education

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

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

END OF POLICY

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Legal Reference(s):

[ORS 336.074](#)

[ORS 336.079](#)

[OAR 581-021-0046](#)

[OAR 581-022-1140](#)

Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000(d) (~~2206~~2018)  
Every Student Succeeds Act of 2015, 20 U.S.C. 6801-7014 (~~2015~~2018)

# Central Linn School District 552-C

Code: **JFC**  
Adopted: 12/12/88  
Revised: 04/14/05 & 5/12/14  
09/11/17

First Reading: 2/14/22

## Student Conduct

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

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

A student handbook code of conduct, or other document shall be developed by district administration, in cooperation with staff, and will be made available and distributed to parents, students and employees outlining student conduct expectations and possible disciplinary actions, including consequences for disorderly conduct. In addition, each school in the district shall publish a student/parent handbook detailing additional rules specific to that school.

Students in violation of Board policy, administrative regulation and/or code of conduct provisions will be subject to discipline up to and including expulsion. Students are subject to discipline for conduct while traveling to and from school, at the bus stop, at school-sponsored events, while at other schools in the district and while off campus, whenever such conduct causes a substantial and material disruption of the educational environment or the invasion of rights of others. Students may be denied participation in extracurricular activities. Titles and/or privileges available to or granted to students may also be denied and/or revoked (e.g., valedictorian, salutatorian, student body, class or club office positions, prom, walking in graduation, etc.). A referral to law enforcement may also be made.

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

The district will annually record and report expulsion data for conduct violations as required by the Oregon Department of Education.

END OF POLICY

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<sup>1</sup> The district is prohibited from retaliating against any student 'for the reason that the student has in good faith reported information that the student believes is evidence of a violation of a state or federal law, rule or regulation.' ORS 659.852

Legal Reference(s):

[ORS 339.240](#)

[ORS 339.250](#)

[ORS 659.850](#)

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

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

Tinker v. Des Moines Sch dist 393 US 503 1969

Hazelwood School District v. Kuhlmeier, 484 U.S. 260 (1988).

Bethel School District No. 478 v. Fraser, 478 U.S. 675 (1986).

Shorb v. Grotting and Powers Sch Dist, Case No. 00CV-0255 (Coos County Circuit Court 2000).

Ferguson v. Phoenix Talent School District #4, 172 Or App 389 (2001).

Morse v. Frederick, 551 US 393 127 S Ct 2618 2007

CR v. Eugene SD 4J No. 12-1042 US Dist Court of OR 2013

# Central Linn School District 552-C

Code: **JHFE/GBNAB**

Adopted: 1/9/89

Revised: 04/14/05&12/13/10  
& 12/12/11& 9/8/14  
2/10/20

First Reading: 2/14/22

## **Reporting of Suspected Abuse of a Child Reporting Requirements**

Any district employee who has reasonable cause to believe that **any child** with whom the employee has come in contact has suffered abuse<sup>1</sup> shall orally report or cause an oral report immediately by telephone or otherwise to the local office of the Oregon Department of Human Services (DHS) or its designee or to the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to Oregon Revised Statute (ORS) 419B.010. Any district employee who has reasonable cause to believe that **any adult or student person** with whom the employee is in contact has abused a child shall immediately report or cause a report to be made in the same manner to DHS or its designee or to the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to ORS 419B.010. If known, the report shall contain the names and addresses of the child and the parents of the child or other persons responsible for the child's care, the child's age, the nature and extent of the suspected abuse, including any evidence of previous abuse, the explanation given for the suspected abuse, any other information that the person making the report believes might be helpful in establishing the possible cause of the abuse and the identity of a possible perpetrator.

Abuse of a child by district employees, contractors<sup>3</sup>, agents<sup>4</sup>, volunteers<sup>5</sup>, or students will not be tolerated. All district employees, contractors, agents, volunteers and students are subject to this policy and the accompanying administrative regulation.

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<sup>1</sup> Includes the neglect of a child; abuse is defined in ORS 419B.005.

<sup>2</sup> "Person" could include adult, student or other child.

<sup>3</sup> "Contractor" means a person providing services to the district under a contract in a manner that requires the person to have direct, unsupervised contact with students.

<sup>4</sup> "Agent" means a person acting as an agent for the district in a manner that requires the person to have direct, unsupervised contact with students.

<sup>5</sup> "Volunteer" means a person acting as a volunteer for the district in a manner that requires the person to have direct, unsupervised contact with students.

<sup>6</sup> ~~Senate Bill 155 (2019) requires the district to designate a licensed administrator and an alternate licensed administrator in the event the licensed administrator is the alleged abuser for each school building to receive these reports.~~ ORS 339.3972 requires the district to post the names and contract information of the persons, i.e., a licensed administrator and an alternate licensed administrator, who are designated to receive reports of sexual abuse for a school building in the respective school building. A "licensed administrator" is a person employed as an administrator by the district and holds an administrative license issued by TSPC or may be a person employed by the district that does not hold an administrative license issued by TSPC if the district does not require the administrator to be licensed by TSPC.

<sup>7</sup> A licensed administrator is a person employed as an administrator by the district and holds an administrative license issued by TSPC or may be a person employed by the district that does not hold an administrative license issued by TSPC if the district does not require the administrator to be licensed by TSPC.

Any district employee who has reasonable cause to believe that another district employee, contractor, agent, volunteer or student has engaged in abuse, or that a student has been subjected to abuse by another district employee, contractor, agent, volunteer or student shall immediately report such to the Oregon Department of Human Services (DHS) or its designee or the local law enforcement agency pursuant to ORS 419B.015, and to the designated licensed administrator.

The district will designate a <sup>6</sup> licensed administrator and an alternate licensed administrator, in the event that the designated licensed administrator is the suspected abuser, for each school building to receive reports of suspected abuse of a child by district employees, contractors, agents, volunteers or students.

If the superintendent is the alleged perpetrator the report shall be submitted to the <sup>7</sup> ~~elementary principal~~ **business manager** who shall also report to the Board chair.

The district will post the names and contact information of the designees for each school building, **in the respective school**, designated to receive reports of suspected abuse and the procedures **in JHFE/GBNAB-AR(1) – Reporting of Suspected Abuse of a Child** the designee will follow upon receipt of a report, the contact information for local law enforcement and the local DHS office or its designee, and a statement that ~~the~~**-this** duty to report suspected abuse is in addition to the requirements of reporting to a designated licensed administrator.

When a designee receives a report of suspected abuse, the designee will follow procedure established by the district and set forth in administrative regulation JHFE/GBNAB-AR(1) - Reporting of Suspected Abuse of a Child. All such reports of suspected abuse will be reported to a law enforcement agency or DHS, or its designee, for investigation, and the agency will complete an investigation regardless of any changes in the relationship or duties of the person who is the alleged abuser.

When there is reasonable cause to support ~~the~~ **a** report, a district employee suspected of abuse shall be placed on paid administrative leave pending an investigation and the district will take necessary actions to ensure the student's safety. When there is reasonable cause to support ~~the~~ **a** report, a district contractor, agent or volunteer suspected of abuse shall be removed from providing services to the district and the district will take necessary actions to ensure the student's safety.

The district will notify the person, as allowed by state and federal law, who was subjected to the suspected abuse about any actions taken by the district as a result of the report.

A substantiated report of abuse by an employee shall be documented in the employee's personnel file. A substantiated report of abuse by a student shall be documented in the student's education record.

The initiation of a report in good faith, pursuant to this policy, may not adversely affect any terms or conditions of employment or the work environment of the person initiating the report or who may have been subjected to abuse. If a student initiates a report of suspected abuse of a child by a district employee, contractor, agent, volunteer or student, in good faith, the student will not be disciplined by the district or any district employee, contractor, agent or volunteer. Intentionally making a false report of abuse of a child is a Class A violation.

The district shall provide **information and** training each school year to district employees on the prevention and identification of abuse, the obligations of district employees under ORS 339.388 and ORS 419B.005 - 419B.050 and as directed by Board policy to report suspected abuse of a child, and appropriate electronic



communications with students. The district shall make available each school year the training described above to contractors, agents, volunteers, and parents and legal guardians of students attending district-operated schools, and will be made available separately from the training provided to district employees. The district shall provide each school year information on the prevention and identification of abuse, the obligations of district employees under Board policy to report abuse, and appropriate electronic communications with students to contractors, agents and volunteers. The district shall make available each school year training that is designed to prevent abuse to students attending district-operated schools.

The district shall provide to a district employee at the time of hire, or to a contractor, agent, or volunteer at the time of beginning service for the district, the following:

1. A description of conduct that may constitute abuse;
2. A description of the investigatory process and possible consequences if a report of suspected abuse is substantiated; and
3. A description of the prohibitions imposed on district employees, contractors, and agents when they attempt to obtain a new job, as provided under ORS 339.378. A district employee, contractor or agent will not assist another district employee, contractor or agent in obtaining a new job if the individual knows, or has reasonable or probable cause to believe the district employee, contractor or agent engaged in abuse, unless criteria found in ORS 339.378(2)(c) are applicable.

Nothing in this policy prevents the district from disclosing information required by law or providing the routine transmission of administrative and personnel files pursuant to law.

The district shall make available to students, district employees, contractors, agents, and volunteers a policy of appropriate electronic communications with students.

Any electronic communications with students by a contractor, agent or volunteer for the district will be appropriate and only when directed by district administration. When communicating with students electronically regarding school-related matters, contractors, agents or volunteers shall use district e-mail, using mailing lists and/or other internet messaging **approved by the district** to a group of students rather than individual students or as directed by district administration. Texting or electronically communicating with a student through contact information gained as a contractor, agent or volunteer for the district is prohibited.

The superintendent shall develop administrative regulations as are necessary to implement this policy and to comply with state law.

END OF POLICY

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**Legal Reference(s):**

[ORS 339.370 - 339.400](#)  
[ORS 418.257 - 418.259](#)  
[ORS 419B.005 - 419B.050](#)  
[OAR 581-022-2205](#)  
[Senate Bill 155 \(2019\)](#)

Greene v. Camreta, 588 F.3d 1011 (9th Cir. 2009), vacated in part by, remanded by Camreta v. Greene, 131 S. Ct. 2020 (U.S. 2011); vacated in part, remanded by Greene v. Camreta 661 F.3d 1201  
[Senate Bill 51 \(2021\)](#)

## **Reporting Requirements for Suspected Sexual Conduct with Students and Reporting Requirements**

Sexual conduct by district employees, contractors<sup>1</sup>, agents<sup>2</sup>, and volunteers<sup>3</sup> is prohibited and will not be tolerated. All district employees, contractors, agents, and volunteers are subject to this policy. Students are also subject to this policy if they are acting as an employee, contractor, agent or volunteer.

“Sexual conduct,” means verbal or physical conduct or verbal, written or electronic communications by a school employee, a contractor, an agent or a volunteer that involve a student and that are sexual advances or requests for sexual favors directed toward the student, or of a sexual nature that are directed toward the student or that have the effect of unreasonably interfering with a student’s educational performance, or of creating an intimidating, or hostile or offensive educational environment. “Sexual conduct” does not include touching that is necessitated by the nature of the school employee’s job duties or by the services required to be provided by the contractor, agent or volunteer, and for which there is no sexual intent; verbal, written or electronic communications that are provided as part of an education program that meets state educational standards or a policy approved by the Board; or conduct or communications described in the definition of sexual conduct herein if the school employee, contractor, agent or volunteer is also a student and the conduct or communications arise out of a consensual relationship between students, do not create an intimidating or hostile educational environment and are not prohibited by law, any policies of the district or any applicable employment agreements.

“Student” means any person who is in any grade from prekindergarten through grade 12 or 21 years of age or younger and receiving educational or related services from the district that is not a post-secondary institution of education, or who was previously known as a student by the person engaging in sexual conduct and who left school or graduated from high school within 90 days prior to the sexual conduct.

Any district employee<sup>4</sup>, contractor, agent or volunteer who has reasonable cause to believe that a student has been subjected to sexual conduct by another district employee, contractor, agent or volunteer, or that another district employee, contractor, agent or volunteer has engaged in sexual conduct with a student shall

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<sup>1</sup> “Contractor” means a person providing services to the district under a contract in a manner that requires the person to have direct, unsupervised contact with students.

<sup>2</sup> “Agent” means a person acting as an agent for the district in a manner that requires the person to have direct, unsupervised contact with students.

<sup>3</sup> “Volunteer” means a person acting as a volunteer for the district in a manner that requires the person to have direct, unsupervised contact with students.

<sup>4</sup> The following language in brackets, i.e., contractor, agent or volunteer, is optional language for the district to consider including. If the language is kept, the district must make these groups aware of the policy and its administrative regulation and their responsibilities under both. This may also be included in contracts with agents and contractors and include reference to this policy.

immediately report such suspected sexual conduct to the<sup>5</sup> designated licensed administrator or the alternate designated licensed administrator, **in the event the designated administrator is the suspected perpetrator**, for their school building. **If the conduct also constitutes child abuse, the employee must make mandatory reports in accordance with Board policy JHFE/GBNAB-Suspected Abuse of a Child Reporting Requirements.**

If the superintendent is the alleged perpetrator the report shall be submitted to the **business manager elementary principal** who shall report the suspected sexual conduct to the Board chair.

If an employee fails to report suspected sexual conduct or fails to maintain confidentiality of records, the employee will be disciplined up to and including dismissal.

When ~~the~~ a designated licensed administrator receives a report of suspected sexual conduct by a district employee, contractor, agent or volunteer, the administrator will follow procedures established by the district and set forth in the district's administrative regulation JHFF/GBNAA-AR - Suspected Sexual Conduct Report Procedures and Form. All such reports will be reported to the Oregon Department of Education (ODE) or Teacher Standards and Practices Commission (TSPC) ~~as appropriate, for investigation in accordance with such administrative regulation.~~ The agency receiving a report will complete an investigation regardless of any changes in the relationship or duties of the person who is the alleged perpetrator.

When there is reasonable cause to support the report, a district employee suspected of sexual conduct shall be placed on paid administrative leave pending an investigation and the district will take necessary actions to ensure the student's safety.

When there is reasonable cause to support the report, a district contractor, agent or volunteer suspected of sexual conduct shall be removed from providing services to the district and the district will take necessary actions to ensure the student's safety.

The district will post in each school building the names and contact information of the employees<sup>6</sup> designated for the school building to receive reports of suspected sexual conduct and the procedures the designee will follow upon receipt of the report.

The district will notify, as allowed by state and federal law, the person who was subjected to the suspected sexual conduct about any actions taken by the district as a result of the report.

A district employee, contractor or agent will not assist another district employee, contractor or agent in obtaining a new job if the individual knows, or has reasonable cause to believe the district employee, contractor or agent engaged in sexual conduct. Nothing in this policy prevents the district from disclosing information required by law or providing the routine transmission of administrative and personnel files pursuant to law.

The initiation of a report in good faith about suspected sexual conduct may not adversely affect any terms or conditions of employment or the work environment of the person who initiated the report or who may have been subject to sexual conduct. If a student initiates a report of suspected sexual conduct by a district employee, contractor, agent or volunteer in good faith, the student will not be disciplined by the district or any district employee, contractor, agent or volunteer.

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<sup>5</sup> Senate Bill 155 (2019) requires the district to designate a licensed administrator to receive reports of suspected sexual conduct, and designate an alternate licensed administrator for each school building.

<sup>6</sup> Senate Bill 155 (2019) requires the district to designate a licensed administrator and an alternate licensed administrator for each school building.

The district will provide to employees at the time of hire, or to a contractor, agent or volunteer at the time of beginning service for the district, the following:

1. A description of conduct that may constitute sexual conduct;
2. A description of the investigatory process and possible consequences if a report of suspected sexual conduct is substantiated; and
3. A description of the prohibitions imposed on district employees, contractors and agents when they attempt to obtain a new job, pursuant to ORS 339.378(2).

All district employees are subject to Board policy GCAB - Personal Electronic Devices and Social Media - Staff regarding appropriate electronic communications with students.

Any electronic communications with students by a contractor, agent or volunteer for the district will be appropriate and only when directed by district administration. When communicating with students electronically regarding school-related matters, contractors, agents or volunteers shall use district e-mail using mailing lists and/or other internet messaging **approved by the district** to a group of students rather than individual students or as directed by district administration. Texting or electronically communicating with a student through contact information gained as a contractor, agent or volunteer for the district is strongly discouraged.

The superintendent shall develop administrative regulations to implement this policy and to comply with state law.

END OF POLICY

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**Legal Reference(s):**

[ORS 332.107](#)

[ORS 339.370 - 339.400](#)

[ORS 419B.005 - 419B.045](#)

[Senate Bill 155 \(2019\)](#)

Every Student Succeeds Act, 20 U.S.C. § 7926 (2018).

[Senate Bill 51 \(2021\)](#).

[House Bill 2136 \(2021\)](#).

## Central Linn School District 552-C

Code: **KBA**  
Adopted: 1/9/95  
Revised: 04/14/05; 12/12/11  
First Reading: 2/14/22

### Public Records\*\*

“Public record” means any information that:

1. Is prepared, owned, used or retained by the district;
2. Is related to an activity, transaction or function of the district; and
3. Is necessary to satisfy the fiscal, legal, administrative or historical policies, requirements or needs of the district.

Public record does not include messages on voice mail or on other telephone message storage and retrieval systems, or spoken communication that is not recorded.

A request to inspect or receive a copy of a public record shall be in writing and will be presented to the superintendent’s office.

Board meetings and records will be matters of public information subject to such restrictions as are set by federal law or regulation, by state statute or by pertinent court rulings.

The Board’s official minutes, its written policies and its financial records will be available at the superintendent’s office for inspection by any citizen desiring to examine them during hours when the superintendent’s office is open. All such information will be made available to individuals with disabilities in any appropriate format, upon request and with appropriate advanced notice. Auxiliary aids and services available to ensure equally effective communications to qualified persons with disabilities may include large print, Braille, audio recordings, readers, assistance in locating materials or other equally effective accommodations.

The Board supports the right of the people to know about programs and services of their schools and will make every effort to disseminate information. Each principal is authorized to use all means available to keep parents and others of a particular school’s community informed about the school’s program and activities.

No records will be released for inspection by the public or any unauthorized persons – either by the superintendent or any other person designated as custodian for district records – if such disclosure would be contrary to the public interest, as described in state law.

The Board reserves the right to establish a fee schedule which will reasonably reimburse the district for the actual cost of making ~~copies of~~ public records available ~~pursuant to law for the public~~. ~~The district will not~~

be obligated to complete a request for which the requester has not paid the fee as permitted by state law. There will be no additional charge for auxiliary aids and services provided for qualified persons with disabilities.

Employee and volunteer addresses, ~~electronic mail addresses (other than district electronic mail addresses assigned by the district to district employees)~~, social security numbers, dates of birth and telephone numbers contained in personnel records maintained by the district are exempt from public disclosure pursuant to Oregon Revised Statute (ORS) ~~192.445 192.368~~ and ORS ~~192.502-192.355~~(3). Such information may be released only upon the written request of the employee or volunteer or as otherwise provided by law. This exemption does not apply to a substitute teacher, as defined in ORS 342.815, when requested by a professional education association of which the substitute teacher may be a member.

~~District electronic mail addresses assigned by the district to district employees are not exempt.~~

~~Additionally, T~~he district will not disclose the identification badge or card of an employee without the employee's written consent if the badge or card contains the employee's photograph and the badge or card was prepared solely for internal use by the district to identify district employees. A duplicate of the photograph used on the badge or card shall not be disclosed.

~~Upon receipt of a request, the district will respond as soon as practicable and without unreasonable delay. The response must acknowledge the receipt of the request and one of the following:~~

- ~~1. A statement that the district does not possess, or is not the custodian of, the public record;~~
- ~~2. Copies of all requested public records for which the district does not claim an exemption from disclosure under ORS 192.410 and 192.505;~~
- ~~3. A statement that the district is the custodian of at least some of the requested public records, an estimate of the time the district requires before the public records may be inspected or copies of the records will be provided and an estimate of the fees that the requester must pay as a condition of receiving the public records;~~
- ~~4. A statement that the district is the custodian of at least some of the requested public records, an estimate of the time and fees for disclosure of the public records will be provided by the district within a reasonable time;~~
- ~~5. A statement that the district is uncertain whether the district possesses the public record and that the district will search for the record and make an appropriate response as soon as practicable;~~
- ~~6. A statement that state or federal law prohibits the district from acknowledging whether the record exists or that acknowledging whether the record exists would result in the loss of federal benefits or other sanction. A statement under this paragraph must include a citation to the state or federal law relied upon by the district.~~

~~The district may request additional information or clarification from the requester for the purpose of expediting the district's response to the request.~~

~~The district shall not, in accordance with state law, disclose personal information for the purpose of~~

enforcement of federal immigration laws.

The district shall retain and maintain its public records in accordance with Oregon Administrative Rule (OAR) 166, Division 400.

END OF POLICY

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**Legal Reference(s):**

[ORS 180.805](#)  
[ORS Chapter 192](#)  
[OAR 137-004-0800\(1\)](#)  
[OAR 166-400](#)

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2012); 29 C.F.R. Part 1630 (~~2000~~2017); 28 C.F.R. Part 35 (~~2000~~2017).

OREGON DEP'T OF JUSTICE, OREGON ATTORNEY GENERAL, *Public Records and Meetings Manual*, pp. 24-26 (2014).  
Americans with Disabilities Act Amendments Act of 2008.

# Central Linn School District 552-C

Code: IGBHA-AR (1)  
Revised: NEW  
Not for Adoption

## Evaluation of Alternative Education Programs (For use by the alternative education program coordinator)

Date \_\_\_\_\_

Dear Alternative Education Program Coordinator:

In accordance with Oregon Administrative Rule (OAR) 581-022-2505, the district is required to evaluate alternative education programs annually. Please provide the documentation required below and return to the Central Linn District office at 32433 Hwy 228, Halsey OR 97348. Please include the program name, program coordinator and telephone number. A copy of the district's written evaluation shall be provided to the program coordinator.

### Staff

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

### Curriculum

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

### Discrimination

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



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

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

1. Is the program registered with the ODE?

- \* Attach copy of the approval from ODE (including the institution identification number assigned by ODE).

**Site Evaluation**

1. Does the program comply with health and safety statutes and rules?

- \* Attach copy of appropriate documentation, including first aid, emergency procedures plan, healthy and safe schools plan, radon testing plan, such as staff/student handbooks, in-service agenda, plans, fire marshal's report, safety inspection reports, etc.

**Tuition and Fees**

1. Does the program comply with Oregon Revised Statutes regarding tuition and fees (ORS 337.150, 339.141, 339.147, 339.155)?

- \* Attach list of any fees required and explanation.

**Contract**

1. The program complies with any statute, rule or district policy specified in the contract with the [public or] private alternative education program.

- \* Attach as applicable.

2. Does the contract with the [public or] private alternative education program state that noncompliance with a rule or statute may result in termination of the contract?

- \* Contract on file with district and program, as applicable.

**Expenditures**

1. Does the program comply with Oregon Revised Statutes regarding expenditures (ORS 336.635(4))?

- \* Attach annual statement of expenditures.

**Advertising**

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

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

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Dated

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

## Central Linn School District 552-C

Code: JHFE/GBNAB-AR (1)  
Adopted: 4-14-05  
Revised: 12/13/10; 9/8/14  
2/10/20  
Not for Adoption

### Reporting of Suspected Abuse of a Child

#### Reporting

Any district employee having reasonable cause to believe that **any child** with whom the employee comes in contact has suffered abuse<sup>a</sup> shall orally report or cause an oral report immediately by telephone or otherwise to the local office of the Oregon Department of Human Services (DHS) **or its designee** or to a law enforcement agency within the county where the person making the report is at the time of their contact. Any district employee who has reasonable cause to believe that **any adult or student person** with whom the employee is in contact has abused a child shall immediately report or cause a report to be made in the same manner to DHS or its designee or to the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to ORS 419B.010.

Any district employee who has reasonable cause to believe that another district employee, contractor, agent, volunteer or student has engaged in abuse, or that a student has been subjected to abuse by another district employee, contractor, agent, volunteer or student shall immediately report such to the DHS or its designee or the local law enforcement agency pursuant to ORS 419B.015, and to the designated licensed administrator or alternate licensed administrator for their school building.

If known, the report shall contain the names and addresses of the child and the parents of the child or other persons responsible for the child's care, the child's age, the nature and extent of the suspected abuse, including any evidence of previous abuse, the explanation given for the suspected abuse, any other information that the person making the report believes might be helpful in establishing the possible cause of the suspected abuse and the identity of a possible perpetrator.

If the superintendent is the alleged abuser the report shall be submitted to the <sup>b</sup> **elementary-principal business manager** who shall refer the report to the Board chair.

A written record of the abuse report shall be made by the employee reporting the suspected abuse of a **child student** and will include: name and position of the person making the report; name of the student; name and position of any witness; description of the nature and extent of the abuse, including any information which could be helpful in establishing cause of abuse and identity of the abuser; description of how the report was made (i.e., phone or other method); name of the agency and individual who took the report; date and time that the report was made; and name of **person district administrator** who received a copy of the written report.

<sup>a</sup> Includes the neglect of a child; abuse is defined in ORS 419B.005.

<sup>b</sup> A "licensed administrator is a person employed as an administrator by the district and holds an administrative license issued by TSPC or may be a person employed by the district that does not hold an administrative license issued by TSPC if the district does not require the administrator to be licensed by TSPC.

The written record of the abuse report shall not be placed in the student's educational record. A copy of the written report shall be retained by the employee making the report and a copy shall be provided to the designee that received the report.

When the designee receives a report of suspected abuse of a child by a district employee, and there is reasonable cause to support the report, the district shall place the district employee on paid administrative leave<sup>c</sup> and take necessary actions to ensure the student's safety. The employee shall remain on leave until DHS or law enforcement determines that the report is substantiated and the district takes the appropriate employment action, or cannot be substantiated or is not a report of abuse and the district determines that either 1) an employment policy was violated and the district will take appropriate employment action against the employee, or 2) an employment policy has not be violated and no action is required by the district against the employee.

When the designee receives a report of suspected abuse by a contractor<sup>d</sup>, agent or volunteer, the district shall prohibit the contractor, agent or volunteer from providing services to the district. If the district determines there is reasonable cause to support the report of suspected abuse, the district shall prohibit the contractor agent or volunteer from providing services. The district may reinstate the contractor, agent or volunteer, and such reinstatement may not occur until such time as a report of suspected abuse has been investigated<sup>e</sup> and a determination has been made by law enforcement or DHS that the report is unsubstantiated.

The written record of each reported incident of abuse of a child, action taken by the district and any findings as a result of the report shall be maintained by the district.

If, following the investigation, the district decides to take an employment action, the district will inform the district employee of the employment action to be taken and provide information about the appropriate appeal process. The employee may appeal the employment action taken through the appeal process provided by the applicable collective bargaining agreement.

If the district is notified that the employee decided not to appeal the employment action or if the determination of an appeal sustained the employment action, a record of the findings of the substantiated report and the employment action taken by the district will be placed in the records on the school employee maintained by the district. Such records created are confidential and not public records as defined in Oregon Revised Statute (ORS) 192.311, however the district may use the record as a basis for providing information required to be disclosed about a district employee under ORS 339.378(1). The district will notify the employee that information about substantiated reports may be disclosed to a potential employer.

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<sup>c</sup> The district employee cannot be required to use any accrued leave during the imposed paid administrative leave.

<sup>d</sup> The district is encouraged to duplicate this language in the contract. If the contract is with a company and the person assigned to do the work is the alleged perpetrator, the district shall notify the company and request another company employee be assigned to complete the work.

<sup>e</sup> The district will investigate all reports of suspected abuse, unless otherwise requested by DHS or its designee or law enforcement pursuant to law.

## Definitions

1. Oregon law recognizes these **and other** types of abuse:
  - a. Physical;
  - b. Neglect;
  - c. Mental injury;
  - d. Threat of harm;
  - e. Sexual abuse and sexual exploitation.
2. "Child" means an unmarried person who is under 18 years of age **or is under 21 years of age and residing in or receiving care or services at a child-caring agency.**
3. A "substantiated report" means a report of abuse that a law enforcement agency or DHS determines is founded.

## Confidentiality of Records

The name, address and other identifying information about the employee who made the report are confidential and are not accessible for public inspection.

Upon request from law enforcement or DHS the district shall immediately provide requested documents or materials to the extent allowed by state and federal law.

## Failure to Comply

Any district employee who fails to report a suspected abuse of a child as provided by this policy and the prescribed Oregon law commits a violation punishable by law. A district employee who fails to comply with the confidentiality of records requirements commits a violation punishable by the prescribed law. If an employee fails to report suspected abuse of a child or fails to maintain confidentiality of records as required by this policy, the employee will be disciplined up to and including dismissal.

## Cooperation with Investigator

The district staff shall make every effort in suspected abuse of a child cases to cooperate with investigating officials as follows:

1. Any investigation of abuse of a child will be directed by the DHS or law enforcement officials as required by law. DHS or law enforcement officials wishing to interview a student shall present themselves at the school office and contact the school administrator, unless the school administrator is the subject of the investigation. When an administrator is notified that the DHS or law enforcement would like to interview a student at school, the administrator must request that the investigating official fill out the appropriate form (See **JHFE/GBNAB-AR(2)** – Abuse of a Child Investigations Conducted on District Premises). The administrator or designee should not deny the interview based on the investigator's refusal to sign the form. If the student is to be interviewed at the school, the administrator or designee shall make a private space available. The administrator or designee of the school may, at the discretion of the investigator, be present to facilitate the interview.

If the investigating official does not have adequate identification the administrator shall refuse access to the student.

Law enforcement ~~officers~~ officials wishing to remove a student from the premises shall present themselves at the office and contact the administrator or designee. The ~~officer~~ law enforcement official shall sign the student out ~~on a form to be provided by the school~~ in accordance with district procedures;

2. When the subject matter of the interview or investigation is identified to be related to suspected abuse of a child, district employees shall not notify parents or anyone else other than DHS or law enforcement agency and any school employee necessary to enable the investigation;
3. The administrator or designee shall advise the investigator of any conditions of disability prior to any interview with the affected child;
4. District employees are not authorized to reveal anything that transpires during an investigation in which the employee participates, nor shall the information become part of the student's education records, except that the employee may testify at any subsequent trial resulting from the investigation and may be interviewed by the respective litigants prior to any such trial.

Nothing prevents the district from conducting its own investigation, unless another agency requests to lead the investigation or requests the district to suspend the investigation, or taking an employment action based on information available to the district before an investigation conducted by another agency is completed. The district will cooperate with agencies assigned to conduct such investigations.

**Central Linn School District 552-C**

Code: **JHFE/GBNAB-AR (2)**  
Adopted: 2/10/20  
Revised: **Not For Adoption**

**Abuse of a Child Investigations Conducted on District Premises**

The Department of Human Services (DHS) or a law enforcement agency has the authority to conduct an investigation of a report of child abuse on school premises according to Oregon Revised Statute (ORS) 419B.045. The school administrator must be notified that the investigation is to take place, unless the administrator is a subject of the investigation. The investigator is not required to reveal information about the investigation to the school as a condition of conducting the investigation.

After the investigator provides adequate identification, school staff shall allow access to the child and provide a private space for conducting the interview. The investigator shall be advised by a school administrator or a school staff member of a child's relevant disabling conditions, if any, prior to any interview with the child. The school administrator or designee may, at the investigator's discretion, be present to facilitate the investigation.

School staff may only notify DHS, the law enforcement agency or school employees that are necessary to enable the investigation. School staff may not notify any other persons, including the child's parent(s) or guardian(s).

\_\_\_\_\_  
Investigator Name (Printed)

\_\_\_\_\_  
Name of Agency

\_\_\_\_\_  
Name of Worker's/Investigator's Supervisor

\_\_\_\_\_  
Supervisor Contact Information

\_\_\_\_\_  
Investigator Position and Badge or ID Number

\_\_\_\_\_  
Student Name

\_\_\_\_\_  
School

\_\_\_\_\_  
Investigator Signature

\_\_\_\_\_  
Date

Investigator refused to sign. District staff should not deny entry based on refusal to sign.

**FOR COMPLETION BY DISTRICT STAFF**

- Student not available for interview
- Student refused to be interviewed
- Administrator participated in interview

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Name of Administrator Notified

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Name of Office Staff Involved

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Name of Participating Administrator

This form should be placed in a separate secure file and not in the student's file.

# Central Linn School District 552-C

Code: KBA-AR  
Revised: NEW

## Public Records

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

1. A public records request shall be submitted in writing through the superintendent's office at PO Box 200, Halsey OR 97348 or in person 32433 Hwy 228, Halsey OR 97348.
2. Upon receipt of a written request, the district shall respond within five business days acknowledging receipt of the request or completing the district's response to the request. If the district provides an acknowledgment of the request, it must:
  - a. Confirm that the district is the custodian of the requested record;
  - b. Inform the requester that the district is not the custodian of the requested record; or
  - c. Notify the requester that the district is uncertain whether the district is the custodian of the requested record.
3. If the district is the custodian of the requested record, as soon as reasonably possible but not later than 10 business days after the date the district is required to acknowledge receipt of the request as described above, the district shall:
  - a. Complete its response to the public records request. If the district determines that a record is exempt from public disclosure, the district will include a statement to that effect and that the requester may appeal the decision pursuant to state law; or
  - b. Provide a written statement that the district is still processing the request and a reasonable estimated date by which the district expects to complete its response based on the information currently available.
4. The time periods, established by Oregon law and identified above in Section 2 or 3, will not apply to the district if compliance would be impracticable because:
  - a. The staff or volunteers necessary to complete a response to the public records request are unavailable;
  - b. Compliance would demonstrably impede the district's ability to perform other necessary services; or
  - c. Of the volume of the public records request being simultaneously processed by the district.

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

5. The district may request additional information or clarification from the requester for the



purpose of expediting the district's response to the request as permitted by law. If the district requests additional information or clarification, in good faith, the obligation to complete the request is suspended until the requester provides the requested information or clarification or affirmatively declines to provide the information or clarification.

6. If a copy of a public record is requested, the district will provide a single copy. If a request to inspect a public record is made and the record is maintained in a machine readable or electronic form, the custodian shall provide the record in the form requested, if available. If the public record is not available in the form requested, it will be provided in the form the record is maintained. If a person who is a party to a civil judicial proceeding to which the district is a party or who has filed notice under Oregon Revised Statute (ORS) 30.275(5)(a) asks to inspect or to receive a copy of a public record that the person knows relates to the proceeding or notice, the individual must submit the request in writing to the designated custodian of district records and at the same time to the district's attorney.
7. Information will be made available to individuals with disabilities in an appropriate format upon request and advance notice. Auxiliary aids and services available to qualified persons with disabilities may include large print, Braille, audio recordings, readers, assistance in locating materials or other equally effective accommodations.
8. Where the labor effort exceeds 30 minutes, labor, material and out-of-pocket charges will be reimbursed to the district. Labor will be calculated at the hourly rate of the employee affected. Materials and out-of-pocket charges will be reimbursed at the established rate of \$.25 per page. Auxiliary aids and services for qualified persons with disabilities will be available at no additional charge.

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

9. The district reserves the right to restrict the inspection of some public records to the district's facilities.



**MEMORANDUM**

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**TO:** Board secretaries of OSBA members  
**FROM:** Spencer Lewis, Director of Policy Services  
**SUBJECT:** Required board-adopted administrative regulations  
**DATE:** February 2, 2021

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The following is a list of administrative regulations that we currently\* have marked as required to be Board-adopted:

**Section AB (nondiscrimination)**

AC-AR - Discrimination Complaint Procedure

**Section E (nutrition/food)**

EFAA-AR - Reimbursable School Meals and Milk Programs

**Section G (transportation)**

GBEDA-AR - Drug and Alcohol Testing - Transportation Personnel \* (required if district does not use contracted transportation services)

**Section I**

IGBA-AR - Students with Disabilities - Child Identification Procedures  
IGBAB/JO-AR - Education Records/Records of Students with Disabilities Management  
IGBAE-AR - Special Education - Participation in Regular Education Programs \*\*  
IGBAF-AR - Special Education - Individualized Education Program (IEP)\*\*  
IGBAG-AR - Special Education - Procedural Safeguards\*\*  
IGBAH-AR - Special Education - Evaluation and Eligibility Procedures\*\*  
IGBAI-AR - Special Education - Private Schools  
IGBAJ-AR - Special Education - Free Appropriate Public Education (FAPE)  
IGBAL-AR - Special Education - Services for Home-Schooled Students with Disabilities\*\*  
IKF-AR - Graduation Requirements\*\*

**Section J (communicable disease, abuse of a child reporting, special education)**

JGDA-AR – Discipline of Students with Disabilities\*\*  
JHCC-AR - Communicable Diseases - Student  
JHCD/JHCDA-AR - Medications\*\*  
JHFE-AR(1) - Reporting of Suspected Abuse of a Child  
JO/IGBAB-AR - Education Records/Records of Students with Disabilities Management

\*We are currently doing a review of these designations and will update them as appropriate.

**Central Linn School District 552C**

**Revenue Month End For the Period 01/01/2022 through 01/31/2022**

Fiscal Year: 2021-2022

|                                    | <u>01/01/2022 - 01/31/2022</u> | <u>Year To Date</u>   | <u>Budget</u>         | <u>Budget Balance</u> |              |
|------------------------------------|--------------------------------|-----------------------|-----------------------|-----------------------|--------------|
| <b>INCOME</b>                      |                                |                       |                       |                       |              |
| Local Revenue                      |                                |                       |                       |                       |              |
| Current Year's Taxes (+)           | \$24,656.91                    | \$3,458,081.47        | \$3,341,680.00        | (\$116,401.47)        | 103.5%       |
| Prior Year's Taxes (+)             | \$2,873.07                     | \$35,244.24           | \$69,994.00           | \$34,749.76           | 50.4%        |
| Tuition From Other Districts (+)   | \$0.00                         | \$0.00                | \$5,000.00            | \$5,000.00            | 0.0%         |
| Interest Earnings (+)              | \$1,138.84                     | \$4,667.82            | \$30,000.00           | \$25,332.18           | 15.6%        |
| Pay to Play (+)                    | \$3,833.40                     | \$22,123.40           | \$20,000.00           | (\$2,123.40)          | 110.6%       |
| Contributions & Donations (+)      | \$0.00                         | \$0.00                | \$2,000.00            | \$2,000.00            | 0.0%         |
| Misc Revenue (+)                   | \$9,490.54                     | \$47,927.78           | \$75,000.00           | \$27,072.22           | 63.9%        |
| Sub-total : Local Revenue          | \$41,992.76                    | \$3,568,044.71        | \$3,543,674.00        | (\$24,370.71)         | 100.7%       |
| Intermediate Revenue               |                                |                       |                       |                       |              |
| Severe Disability through ESD (+)  | \$8,126.00                     | \$8,126.00            | \$18,000.00           | \$9,874.00            | 45.1%        |
| Sub-total : Intermediate Revenue   | \$8,126.00                     | \$8,126.00            | \$18,000.00           | \$9,874.00            | 45.1%        |
| State Revenue                      |                                |                       |                       |                       |              |
| School Support Fund (+)            | \$304,053.00                   | \$2,577,478.00        | \$3,882,741.00        | \$1,305,263.00        | 66.4%        |
| Common School Fund (+)             | \$34,517.10                    | \$66,349.90           | \$65,650.00           | (\$699.90)            | 101.1%       |
| State Forest Revenue (+)           | \$7,245.71                     | \$17,525.83           | \$25,000.00           | \$7,474.17            | 70.1%        |
| Small High School Grant (+)        | \$0.00                         | \$0.00                | \$45,000.00           | \$45,000.00           | 0.0%         |
| Restricted Grants in Aid (+)       | \$0.00                         | \$0.00                | \$83,000.00           | \$83,000.00           | 0.0%         |
| Sub-total : State Revenue          | \$345,815.81                   | \$2,661,353.73        | \$4,101,391.00        | \$1,440,037.27        | 64.9%        |
| Federal Revenue                    |                                |                       |                       |                       |              |
| Federal Receipt (+)                | \$0.00                         | \$0.00                | \$1,591.00            | \$1,591.00            | 0.0%         |
| Federal Forest Fees (+)            | \$0.00                         | \$0.00                | \$20,000.00           | \$20,000.00           | 0.0%         |
| Sub-total : Federal Revenue        | \$0.00                         | \$0.00                | \$21,591.00           | \$21,591.00           | 0.0%         |
| Beginning Fund Balance             |                                |                       |                       |                       |              |
| Beginning Fund Balance (+)         | \$0.00                         | \$1,068,044.42        | \$600,000.00          | (\$468,044.42)        | 178.0%       |
| Sub-total : Beginning Fund Balance | \$0.00                         | \$1,068,044.42        | \$600,000.00          | (\$468,044.42)        | 178.0%       |
| <b>Total : INCOME</b>              | <b>\$395,934.57</b>            | <b>\$7,305,568.86</b> | <b>\$8,284,656.00</b> | <b>\$979,087.14</b>   | <b>88.2%</b> |
| <b>NET ADDITION/(DEFICIT)</b>      | <b>\$395,934.57</b>            | <b>\$7,305,568.86</b> | <b>\$8,284,656.00</b> | <b>\$979,087.14</b>   | <b>88.2%</b> |

End of Report

**Central Linn School District 552C**

**Expenditures Month End For the Period 01/01/2022 through 01/31/2022**

Fiscal Year: 2021-2022

Include Pre Encumbrance

|                                       | <u>Budget</u>         | <u>Range To Date</u> | <u>Year To Date</u>   | <u>Balance</u>        | <u>Encumbrance</u>    | <u>Budget Balance</u> |             |
|---------------------------------------|-----------------------|----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-------------|
| <b>EXPENSES</b>                       |                       |                      |                       |                       |                       |                       |             |
| <b>Instruction</b>                    |                       |                      |                       |                       |                       |                       |             |
| Elementary K- 6 (+)                   | \$1,518,162.00        | \$116,801.26         | \$616,667.85          | \$901,494.15          | \$798,812.10          | \$102,682.05          | 6.8%        |
| High School Programs (+)              | \$1,597,687.00        | \$125,140.07         | \$679,111.85          | \$918,575.15          | \$805,569.31          | \$113,005.84          | 7.1%        |
| Athletics (+)                         | \$215,563.00          | \$49,257.52          | \$112,367.71          | \$103,195.29          | \$66,823.64           | \$36,371.65           | 16.9%       |
| Early Literacy Program (+)            | \$0.00                | \$6,619.26           | \$35,681.88           | (\$35,681.88)         | \$38,158.81           | (\$73,840.69)         | 0.0%        |
| TAG (+)                               | \$6,964.00            | \$344.90             | \$6,123.63            | \$840.37              | \$1,724.66            | (\$884.29)            | -12.7%      |
| Special Education (+)                 | \$799,710.00          | \$47,278.48          | \$272,562.61          | \$527,147.39          | \$311,869.14          | \$215,278.25          | 26.9%       |
| Remediation (+)                       | \$7,625.00            | \$0.00               | \$0.00                | \$7,625.00            | \$0.00                | \$7,625.00            | 100.0%      |
| Alternative Education (+)             | \$20,000.00           | \$0.00               | \$0.00                | \$20,000.00           | \$0.00                | \$20,000.00           | 100.0%      |
| English Second Language Program (+)   | \$140,954.00          | \$10,519.38          | \$56,013.31           | \$84,940.69           | \$86,017.68           | (\$1,076.99)          | -0.8%       |
| <b>Sub-total : Instruction</b>        | <b>\$4,306,665.00</b> | <b>\$355,960.87</b>  | <b>\$1,778,528.84</b> | <b>\$2,528,136.16</b> | <b>\$2,108,975.34</b> | <b>\$419,160.82</b>   | <b>9.7%</b> |
| <b>Support Services</b>               |                       |                      |                       |                       |                       |                       |             |
| Guidance Services (+)                 | \$71,150.00           | \$6,730.77           | \$33,339.45           | \$37,810.55           | \$51,345.27           | (\$13,534.72)         | -19.0%      |
| Health/ Homeless Liason Services (+)  | \$4,500.00            | \$275.03             | \$726.01              | \$3,773.99            | \$1,398.58            | \$2,375.41            | 52.8%       |
| Psychological Services (+)            | \$0.00                | \$0.00               | \$358.06              | (\$358.06)            | \$0.00                | (\$358.06)            | 0.0%        |
| Service Direction (+)                 | \$9,160.00            | \$0.00               | \$9,119.55            | \$40.45               | \$0.00                | \$40.45               | 0.4%        |
| Library Services (+)                  | \$65,689.00           | \$5,155.24           | \$25,378.86           | \$40,310.14           | \$30,163.56           | \$10,146.58           | 15.4%       |
| Board of Education Services (+)       | \$180,069.00          | \$20,657.60          | \$81,731.54           | \$98,337.46           | \$31,127.17           | \$67,210.29           | 37.3%       |
| Executive Administration Services (+) | \$281,329.00          | \$58,210.52          | \$276,404.62          | \$4,924.38            | \$110,252.65          | (\$105,328.27)        | -37.4%      |
| Office of the Principal Services (+)  | \$556,378.00          | \$39,583.54          | \$284,534.07          | \$271,843.93          | \$253,212.74          | \$18,631.19           | 3.3%        |
| Fiscal Services (+)                   | \$210,600.00          | \$17,502.87          | \$121,350.59          | \$89,249.41           | \$84,195.63           | \$5,053.78            | 2.4%        |
| Operations and Maintenance (+)        | \$856,427.00          | \$63,329.57          | \$469,176.43          | \$387,250.57          | \$280,968.73          | \$106,281.84          | 12.4%       |
| Student Transportation Services (+)   | \$732,032.00          | \$44,023.04          | \$289,865.67          | \$442,166.33          | \$255,083.95          | \$187,082.38          | 25.6%       |
| Staff Services (+)                    | \$7,835.00            | \$0.00               | \$0.00                | \$7,835.00            | \$0.00                | \$7,835.00            | 100.0%      |
| Technology Services (+)               | \$161,320.00          | \$10,122.51          | \$97,174.79           | \$64,145.21           | \$50,653.77           | \$13,491.44           | 8.4%        |
| Retiree Insurance (+)                 | \$14,500.00           | \$791.27             | \$5,484.36            | \$9,015.64            | \$0.00                | \$9,015.64            | 62.2%       |
| <b>Sub-total : Support Services</b>   | <b>\$3,150,989.00</b> | <b>\$266,381.96</b>  | <b>\$1,694,644.00</b> | <b>\$1,456,345.00</b> | <b>\$1,148,402.05</b> | <b>\$307,942.95</b>   | <b>9.8%</b> |

Operating Statement with Encumbrance

**Central Linn School District 552C**

**Expenditures Month End For the Period 01/01/2022 through 01/31/2022**

Fiscal Year: 2021-2022

Include Pre Encumbrance

|  | <u>Budget</u>         | <u>Range To Date</u> | <u>Year To Date</u>   | <u>Balance</u>        | <u>Encumbrance</u>    | <u>Budget Balance</u> |              |
|--|-----------------------|----------------------|-----------------------|-----------------------|-----------------------|-----------------------|--------------|
| Long Term Debt Service                         |                       |                      |                       |                       |                       |                       |              |
| Bus loans (+)                                  | \$12,736.00           | \$0.00               | \$10,031.22           | \$2,704.78            | \$0.00                | \$2,704.78            | 21.2%        |
| Cool Schools Loan (+)                          | \$59,185.00           | \$4,931.65           | \$34,521.55           | \$24,663.45           | \$0.00                | \$24,663.45           | 41.7%        |
| Roof Life Extension (+)                        | \$86,220.00           | \$0.00               | \$86,215.12           | \$4.88                | \$0.00                | \$4.88                | 0.0%         |
| Sub-total : Long Term Debt Service             | \$158,141.00          | \$4,931.65           | \$130,767.89          | \$27,373.11           | \$0.00                | \$27,373.11           | 17.3%        |
| Interfund Transfers                            |                       |                      |                       |                       |                       |                       |              |
| Interfund Transfers (+)                        | \$17,513.00           | \$0.00               | \$0.00                | \$17,513.00           | \$0.00                | \$17,513.00           | 100.0%       |
| Sub-total : Interfund Transfers                | \$17,513.00           | \$0.00               | \$0.00                | \$17,513.00           | \$0.00                | \$17,513.00           | 100.0%       |
| Contingency                                    |                       |                      |                       |                       |                       |                       |              |
| Planned Reserves (+)                           | \$254,820.00          | \$0.00               | \$0.00                | \$254,820.00          | \$0.00                | \$254,820.00          | 100.0%       |
| Sub-total : Contingency                        | \$254,820.00          | \$0.00               | \$0.00                | \$254,820.00          | \$0.00                | \$254,820.00          | 100.0%       |
| Unappropriated Ending Fund Balance             |                       |                      |                       |                       |                       |                       |              |
| Unappropriated Ending Fund Balance (+)         | \$396,528.00          | \$0.00               | \$0.00                | \$396,528.00          | \$0.00                | \$396,528.00          | 100.0%       |
| Sub-total : Unappropriated Ending Fund Balance | \$396,528.00          | \$0.00               | \$0.00                | \$396,528.00          | \$0.00                | \$396,528.00          | 100.0%       |
| <b>Total : EXPENSES</b>                        | <b>\$8,284,656.00</b> | <b>\$627,274.48</b>  | <b>\$3,603,940.73</b> | <b>\$4,680,715.27</b> | <b>\$3,257,377.39</b> | <b>\$1,423,337.88</b> | <b>17.2%</b> |
| <b>NET ADDITION/(DEFICIT)</b>                  | <b>\$8,284,656.00</b> | <b>\$627,274.48</b>  | <b>\$3,603,940.73</b> | <b>\$4,680,715.27</b> | <b>\$3,257,377.39</b> | <b>\$1,423,337.88</b> | <b>17.2%</b> |

End of Report

Operating Statement with Encumbrance

**CENTRAL LINN SCHOOL DISTRICT  
ENROLLMENT**

**As of February 8, 2022**

| <i>February 2021</i>      | <i>January 2022</i>       | <i>February 2022</i>      |
|---------------------------|---------------------------|---------------------------|
| K 33                      | K 34                      | K 35                      |
| 1 39                      | 1 34                      | 1 33                      |
| 2 36                      | 2 32                      | 2 31                      |
| 3 44                      | 3 33                      | 3 32                      |
| 4 31                      | 4 46                      | 4 46                      |
| 5 35                      | 5 37                      | 5 38                      |
| 6 39                      | 6 32                      | 6 33                      |
| <i>Total 257</i>          | <i>Total 248</i>          | <i>Total 248</i>          |
| 7 51                      | 7 44                      | 7 45                      |
| 8 45                      | 8 50                      | 8 47                      |
| 9 52                      | 9 46                      | 9 46                      |
| 10 58                     | 10 52                     | 10 51                     |
| 11 56                     | 11 57                     | 11 55                     |
| 12 53                     | 12 52                     | 12 49                     |
| <i>Total 315</i>          | <i>Total 301</i>          | <i>Total 293</i>          |
| <b>District Total 572</b> | <b>District Total 549</b> | <b>District Total 541</b> |

September 2003 = 583  
 September 2004 = 640  
 September 2005 = 647  
 September 2006 = 678  
 September 2007 = 644  
 September 2008 = 651  
 September 2009 = 655  
 September 2010 = 708

September 2011 = 676  
 September 2012 = 676  
 September 2013 = 710  
 September 2014 = 657  
 September 2015 = 643  
 September 2016 = 652  
 September 2017 = 643  
 September 2018 = 644

September 2019 = 633  
 September 2020 = 579  
 September 2021 = 552

**CENTRAL LINN SCHOOL DISTRICT #552C  
BUDGET COMMITTEE APPLICATION**

ZONE: 7

**NAME: Johnna W. Neal**

**PHYSICAL ADDRESS: 36000 Courtney Cr Dr, Brownsville OR 97327**

**CELL PHONE: 541-740-9028**

**OCCUPATION: Small Business Owner, mother of 3**

**Number of years you have resided in the Central Linn School District: 20**

**Do you meet the following qualifications:**

- 1. Do you live in the district and reside in the proper zone? Yes**
- 2. Are you an officer, agent or employee of the district? No (coach, sub)**
- 3. Are you a citizen of the United States? Yes**
- 4. Are you a registered voter? Yes**

**For what reason(s) do you desire to be a member of the Budget Committee?**

**My husband and I have chosen to raise our 3 girls in the Central Linn School District and during that time we have seen many changes and difficult situations. We have always had the option to take our kids elsewhere when things got tough but instead have chosen to try and be a part of the solution rather than add to those problems or leave. I believe that right now our District is facing some very tough decisions and there must be calm and rational people involved. I think I bring business and life experience, financial knowledge, rational and calm decision making and most importantly a desire to see our School District succeed and grow to its full potential.**

**What qualifications could you contribute as a member of the Budget Committee:**

**Being a small business owner of 4 entities, with sales over \$7 million annually, has given me the opportunity to deal with daily financial obligations such as meeting payroll, balancing a monthly/annual budget, payable/receivable and analyzing financial statements. I also handle the financial responsibilities of our household. I am also an active member of Cobra Booster Club and Central Linn FFA Alumni. In both of those organizations, we collectively make all financial decisions. I also have a BS degree in Ag. Business.**

Tell us about yourself-Community experience, Volunteering, Committees, Awards/Recognition:

**I have been a member of PTC, CL Rec Center Board member and Treasurer, Cobra Booster Club, Central Linn FFA Alumni, Head XC Coach (8 years), Track Assistant Coach (volunteer 8 years), past Ag Teacher/FFA Advisor at Central Linn Jr/Sr High. I have volunteered many hours at CLES and CLHS as well as for the various groups I am involved with. I am also a member of Brownsville Christian Church.**

Give at least three references who have firsthand knowledge of your character, personality and/or leadership ability:

**Rebekah Schneiter**

**Rodney Baney**

**Mark Running**

**Dena Crowell**

**Libby Tenbusch**

**Sarah Neuschwander**





# AIA Document A133™ – 2019 Exhibit A

## Guaranteed Maximum Price Amendment

This Amendment dated the 11th day of February in the year 2022, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Eleventh day of February in the year Two Thousand Twenty-Two (the "Agreement")  
*(In words, indicate day, month, and year.)*

for the following **PROJECT:**  
*(Name and address or location)*

Central Linn School District  
Central Linn High School  
Seismic Upgrade  
32433 Highway 228  
Halsey, Oregon

Date: January 21, 2022

EMP#1 Roofing Bid Package

**THE OWNER:**  
*(Name, legal status, and address)*  
Central Linn School District  
PO Box 200  
Halsey, Oregon

**THE CONSTRUCTION MANAGER:**  
*(Name, legal status, and address)*

McKenzie Commercial Contractors, Inc.  
865 w. Second Avenue  
Eugene, OR 97402

### TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

### ARTICLE A.1 GUARANTEED MAXIMUM PRICE

#### § A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner

#### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed One million One Hundred Thirty-Four Thousand Two Hundred Seven Dollars and 00/00 (\$ 1,134,207 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

*(Provide itemized statement below or reference an attachment.)*

Central Linn High School - Seismic Retrofit - G.M.P. Proposal Budget - Seismic Rehabilitation dated 2.11.2022

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

| Item  | Price         |
|---|---------------|
| Alternate #2 Bid: Demolish and dispose of all partition walls, drywall, flooring and doors, frames and hardware in basement below cafetorium stage. | Add \$8984.00 |

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

| Item   | Price           | Conditions for Acceptance                       |
|--|-----------------|---|
| Post G.M.P. Award Option: VE Alt#1 - Provide ROOF ASSEMBLY - TYP II in lieu of ROOF ASSEMBLY - TYPE I where shown. | Deduct (87,758) | Post G.M.P. Award option expires April 15, 2022 |

§ A.1.1.6 Unit prices, if any:

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
| N/A  |                       |                         |

## ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

The date of execution of this Amendment.

Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

Init.

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User Notes: (1095722084)

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than ( ) calendar days from the date of commencement of the Work.

By the following date: August 26, 2022

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date |
|-----------------|-----------------------------|
| N/A             |                             |

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

| Document               | Title   | Date       | Pages |
|------------------------|---|------------|-------|
| AIA Document A201-2017 | General Conditions of the Contract for Construction | 12-17-2019 | 42    |

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

**Hazardous Material Project Manual prepared by PBS Engineering + Environmental**

Central Linn High School Seismic Strengthening Project

Asbestos Abatement

Central Linn High School

Halsey, Oregon

January 2022

PBS Project No.: 52694.000

**Project Manual prepared by WRK Engineers and BBL**

Central Linn High School

Seismic Upgrade

32433 Highway 228

Halsey, Oregon

Date: January 21, 2022

EMP#1 Roofing Bid Package

| Section | Title | Date | Pages |
|---------|-------|------|-------|
|---------|-------|------|-------|

§ A.3.1.3 The following Drawings:

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User Notes:

(1095722084)

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

**Drawings prepared by PBS Engineering + Environmental**

Hazardous Material Abatement Plan  
 CENTRAL LINN HIGH SCHOOL  
 32433 Highway 228  
 Halsey, Oregon  
 Date: JANUARY 2022

**Drawings prepared by WRK Engineers and BBL Architects**

CENTRAL LINN HIGH SCHOOL  
 VOLUNTARY SEISMIC STRENGTHENING  
 CENTRAL LINN SCHOOL DISTRICT  
 Issue date: 1/21/2022  
 EMP #1 ROOF – BID SET

| Number   | Title                           | Date             |
|--|---------------------------------|------------------|
| <b>Drawings prepared by PBS Engineering + Environmental</b>  |                                 |                  |
| HA1  | PARTIAL FIRST FLOOR             | JANUARY2022      |
| HA2  | PARTIAL FIRST FLOOR - MEZZANINE | JANUARY2022      |
| HA3  | PARTIAL ROOF                    | JANUARY2022      |
| <b>Drawings prepared by WRK Engineers and BBL Architects</b> |                                 |                  |
| G0.1   | COVER SHEET AND SHEET INDEX     | 1/21/2022        |
| G0.3   | CODE SUMMARY                    | 1/21/2022        |
| D2.8   | DEMOLITION ROOF PLAN            | 1/21/2022        |
| D2.9   | DEMOLITION ROOF PLAN            | 1/21/2022        |
| A2.1   | ROOF PLAN                       | Rev.1 - 2/1/2022 |
| A2.2   | ROOF PLAN                       | Rev.1 - 2/1/2022 |
| A5.1   | DETAILS                         | 1/21/2022        |

**§ A.3.1.4** The Sustainability Plan, if any:

*(If the Owner identified a Sustainable Objective in the Owner’s Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner’s and Construction Manager’s roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)*

| Title | Date | Pages |
|-------|------|-------|
| N/A   |      |       |

Other identifying information:

**§ A.3.1.5** Allowances, if any, included in the Guaranteed Maximum Price:

*(Identify each allowance.)*

| Item | Price |
|------|-------|
| NONE |       |

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:  
(Identify each assumption and clarification.)

Exclusions:

1. Building Permits
2. Systems Development Fees
3. Utility Fees
4. General Conditions Costs required for the execution of the work.

Work by Owner

1. Removal, storage, reinstallation of owner furniture and furnishings

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:  
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

**ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

Alpine Abatement – Bid Package 1.01 Asbestos Abatement and Demolition  
PO Box 1557, Bend, Oregon 97709 541-388-2672

Evergreen Roofing, Inc. – Bid Package 1.02 Membrane Roofing and Bid Package 1.04 Sheet Metal  
3237 West 1<sup>st</sup> Avenue, Eugene, Oregon 97402 541-344-1415

This Amendment to the Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

Celeste Van Cleave Business Manager  
\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
CONSTRUCTION MANAGER (Signature)

James Mender Vice-President  
\_\_\_\_\_  
(Printed name and title)

# **Additions and Deletions Report for** **AIA® Document A133™ – 2019 Exhibit A**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 18:07:53 ET on 02/11/2022.

## **PAGE 1**

This Amendment dated the 11th day of February in the year 2022, is incorporated into the accompanying AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Eleventh day of February in the year Two Thousand Twenty-Two (the "Agreement")

...

*(Name and address or location)*

Central Linn School District  
Central Linn High School  
Seismic Upgrade  
32433 Highway 228  
Halsey, Oregon  
Date: January 21, 2022

EMP#1 Roofing Bid Package

...

Central Linn School District  
PO Box 200  
Halsey, Oregon

...

McKenzie Commercial Contractors, Inc.  
865 w. Second Avenue  
Eugene, OR 97402  
**PAGE 2**

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed One million One Hundred Thirty-Four Thousand Two Hundred Seven Dollars and 00/00 (\$ \$1,134,207 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

Central Linn High School - Seismic Retrofit - G.M.P. Proposal Budget - Seismic Rehabilitation dated 2.11.2022

...

Alternate #2 Bid: Demolish and dispose of all partition walls, drywall, flooring and doors, frames and hardware in basement below cafeteria stage. Add \$8984.00

...

Post G.M.P. Award Option: VE Alt#1 - Provide ROOF ASSEMBLY - TYP II in lieu of ROOF ASSEMBLY - TYPE I where shown. Deduct (87,758) Post G.M.P. Award option expires April 15, 2022

...

N/A

...

The date of execution of this Amendment.  
PAGE 3

By the following date: August 26, 2022

...

N/A

...

AIA Document A201-2017 General Conditions of the Contract for Construction 12-17-2019 42

...

**Hazardous Material Project Manual prepared by PBS Engineering + Environmental**

Central Linn High School Seismic Strengthening Project

Asbestos Abatement

Central Linn High School

Halsey, Oregon

January 2022

PBS Project No.: 52694.000

**Project Manual prepared by WRK Engineers and BBL**

Central Linn High School

Seismic Upgrade

32433 Highway 228

Halsey, Oregon

Date: January 21, 2022

EMP#1 Roofing Bid Package

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**Drawings prepared by PBS Engineering + Environmental**

Hazardous Material Abatement Plan

CENTRAL LINN HIGH SCHOOL

32433 Highway 228

Halsey, Oregon

Date: JANUARY 2022

**Drawings prepared by WRK Engineers and BBL Architects**

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User Notes:

(1095722084)

CENTRAL LINN HIGH SCHOOL  
VOLUNTARY SEISMIC STRENGTHENING  
CENTRAL LINN SCHOOL DISTRICT  
Issue date: 1/21/2022  
EMP #1 ROOF – BID SET

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**Drawings prepared by PBS Engineering + Environmental**

|            |  |                    |
|------------|--|--------------------|
| <u>HA1</u> | <u>PARTIAL FIRST FLOOR</u>             | <u>JANUARY2022</u> |
| <u>HA2</u> | <u>PARTIAL FIRST FLOOR - MEZZANINE</u> | <u>JANUARY2022</u> |
| <u>HA3</u> | <u>PARTIAL ROOF</u>                    | <u>JANUARY2022</u> |

**Drawings prepared by WRK Engineers and BBL Architects**

|             |                                    |                         |
|-------------|------------------------------------|-------------------------|
| <u>G0.1</u> | <u>COVER SHEET AND SHEET INDEX</u> | <u>1/21/2022</u>        |
| <u>G0.3</u> | <u>CODE SUMMARY</u>                | <u>1/21/2022</u>        |
| <u>D2.8</u> | <u>DEMOLITION ROOF PLAN</u>        | <u>1/21/2022</u>        |
| <u>D2.9</u> | <u>DEMOLITION ROOF PLAN</u>        | <u>1/21/2022</u>        |
| <u>A2.1</u> | <u>ROOF PLAN</u>                   | <u>Rev.1 - 2/1/2022</u> |
| <u>A2.2</u> | <u>ROOF PLAN</u>                   | <u>Rev.1 - 2/1/2022</u> |
| <u>A5.1</u> | <u>DETAILS</u>                     | <u>1/21/2022</u>        |

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N/A

...

NONE

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Exclusions:

1. Building Permits
2. Systems Development Fees
3. Utility Fees
4. General Conditions Costs required for the execution of the work.

Work by Owner

1. Removal, storage, reinstallation of owner furniture and furnishings

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Alpine Abatement – Bid Package 1.01 Asbestos Abatement and Demolition  
PO Box 1557, Bend, Oregon 97709 541-388-2672

Evergreen Roofing, Inc. – Bid Package 1.02 Membrane Roofing and Bid Package 1.04 Sheet Metal  
3237 West 1<sup>st</sup> Avenue, Eugene, Oregon 97402 541-344-1415

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Celeste Van Cleave Business Manager

James Mender Vice-President



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I, Patty Laird, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:07:53 ET on 02/11/2022 under Order No. 2114277093 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

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*(Signed)*

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*(Title)*

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*(Dated)*