

INDIVIDUALIZED EDUCATION FOR ALL LEARNERS  
**December 12, 2022**  
**6:30 P.M.**

- 1.0 ROLL CALL Dena Crowell  
Zone 1, Carie Simon; Zone 2, Tony Isom; Zone 3, Parker Leigh; Zone 4, Suzanne Parker; Zone 5, Jason Curtis; 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 Community Partnerships Michelle Isom
- 2.4 Building Report Joel Sauter
- 3.0 ACTION / BUSINESS
- 3.1 Approve Minutes of the November Regular Board Meeting David Karo
- 3.2 Staff Acknowledgements Candace Pelt
- 3.3 Acknowledge Staff Positions and Pay Celeste Van Cleave
- 3.4 Policy Committee David Karo
- 3.5 Adopt Board Policies: Candace Pelt  
GBEA, Workplace Harassment; GCDG/GDDA-AR, Criminal Records  
Checks/Fingerprinting; IGBAF, Special Education-IEP;  
IGBAF-AR, Special Education, IEP; IGBB, Talented and Gifted Program and/or  
Services; IGDJ, Interscholastic Activities; JGAB, Use of Restraint and Seclusion
- 4.0 REPORTS David Karo
- 4.1 Financial Report Celeste Van Cleave
- 4.2 Superintendent Candace Pelt
- 5.0 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).
- 5.1 Board Chair Responses David Karo
- 6.0 RECESS TO EXECUTIVE SESSION David Karo  
Under the Authority of ORS192.660 (2)(i), to review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.

7.0 RECONVENE TO REGULAR SESSION

David Karo

7.1 Approve Superintendent Evaluation

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**

3.2 **Staff Acknowledgements:** Acknowledge the February resignation of Liz North, High School Secretary.

3.3 **Acknowledge Staff Positions and Pay:** Enclosed is a listing of all employees, including coaches, with salary information. The auditors request that school boards review this information annually.

3.4 **Approve Policy Committee:** The Board discussed at November's Board meeting the development of a Policy Committee and asked to have it as an action item for December's Board meeting. If the committee is approved, members will be appointed by the Board.

3.5 **Adopt Board Policies:**  
All policies listed are second readings and are required updates.

### **UPCOMING EVENTS**

**Next Board Meeting** - January 23, 2022 @ 6:30p.m. @ CLHS Cafeteria and Zoom.

**Next Board Work Session** - February 6, 2023 @ 6:00p.m. @ CLHS Room 804.

**CLES Board Report  
12/12/2022**

- 1. MTSS/RTI (interventions) update**
- 2. Focus on Behavior and SEL**
  - a. School Behavior Team**
  - b. PBIS**
  - c. Social Groups and Counseling**
- 3. Focus on Family Engagement**
  - a. Veterans Assembly**
  - b. Classy Cobra Awards**
  - c. STEAM Night**
  - d. Spirit Week**
  - e. PTC meeting**

**1.0 FLAG SALUTE/ROLL CALL**

On November 14, 2022 Chair Karo called the meeting to order at approximately 6:31 p.m. in the Central Linn High School Cafeteria and via Zoom.

**Members Present:** David Karo, Kirt Glenn, Suzy Parker, Parker Leigh, Tony Isom, Carie Simon, Jason Curtis

**Others Present:** Candace Pelt, Celeste Van Cleave, Dena Crowell, Kyle Kivett, Rachel McKee, Tia Parrish, Wanda Davidson, Terri Williamson, Jamie Derrickson, Betsy Frasier

**2.0 GOOD OF THE ORDER/COMMUNICATIONS**

**2.1 Agenda Adjustments:** Remove 2.3, Community Partnerships; Add 2.9, Elementary School Vision Screening Volunteering

**2.2 ASB Report:** Kaylie Helget, ASB President, reported this year's student activities: Football Kick-Off, Homecoming Week, Leadership's involvement in the CLES Veterans Day assembly. Kaylie announced that all activities have been a success with great student participation. Currently, ASB is planning Christmas Spirit Week.

**2.4 Strategic Planning Committee Report:** Terri Williamson, Student Strategic Planning Representative, and Principal Kivett informed the board of her experience on the Strategic Planning Steering committee as a student. Terri stated that the first committee meeting reviewed and sorted out feedback received from parents, students and staff. The committee experience has been a fun experience, all members are asked to leave labels at the door and to accept each other. This Friday is the second committee meeting. When asked about what surprised them about the feedback; Terri stated student feedback focused alot on sports and academics and that students stated they didn't feel cared about by staff; Principal Kivett stated that feedback indicated a different perspective on facilities from staff who work within the building versus community members who do not.

**2.5 Building Report:** Kyle Kivett, Jr/Sr High Principal, reported focusing on student behavior through full staff Collaborative Problem Solving (CPS) training and utilizing the Bridge space. Principal Kivett reported on miscellaneous building activities such as; Homecoming, parent/teacher conferences, Halloween activities, Fish Martinez Assembly & culture class, community pep rally and senior painted parking spaces. Principal Kivett then informed the board of Fall sports; individual state results, team state results and academic all-state outcomes.

**2.6 Student Data Report:** Rachel McKee, Student Services Director and Curriculum Director, provided Reading and Math benchmark data, which is taken three times a year. The Fall benchmark data was used to determine students who are struggling and whom to provide interventions to. Winter benchmark data will be used to reassess student data.

**2.7 ELA Curriculum Process:** Rachel McKee, Student Services Director and Curriculum Director, informed the board of the timeline for a K-12 English Language Arts curriculum adoption. During the months of September/October administration met with teachers and discussed district priorities in relation to ELA curriculum; interesting, engaging and high rigor

were desired. In November, the goal is to research ELA programs and to choose 2-4 programs to research at a greater depth. By January, the district will plan a community night to review the programs in-depth and will make a final curriculum recommendation to the board by March. Staff will receive professional development to help implement the new curriculum. The teacher evaluation team will be utilized to provide feedback to teachers and help establish accountability in ELA curriculum deliverance.

**2.8 Policy Committee Development:** Candace Pelt provided a handout to the board that outlined a policy committee's purpose and responsibilities and informed the board that a policy committee would remove a lot of policy work from whole board level work. The policy committee would include Dr. Pelt, Dena Crowell and a maximum of three board members that will report back to the board and meetings will be required to follow public meeting laws. Staff input may be sought, depending on the type of policy discussed. Chair Karo suggested adding policy committee as an action item to December's Board Agenda.

**2.9 Elementary School Vision Screening Volunteering:** Chair Karo reported volunteering for the elementary vision screening where cameras were used to scan each student's eyes, which provides instant feedback. He reported that the entire school was scanned within ninety minutes. Families whose student scored low on their scan will receive notification that corrective lenses are recommended.

### **3.0 ACTION/BUSINESS**

**3.1 Approve Minutes of the October Board Meeting:** Vice Chair Isom made a motion to approve the October Regular Board Meeting minutes, as submitted. Director Curtis second the motion. Motion passed 7-0.

**3.2 Request to Approve Performing Arts Department New York Trip:** Wendy Kivett, Choral Director, presented the board with a Performing Arts Department flier that stated activities, student cost and dates of their New York trip; March 22-27, 2023. Currently 54 students and 18 chaperones (one adult to three students) plan to travel. Director Leigh made a motion to approve the Performing Arts Department New York trip request. Vice-Chair Isom second the motion. Motion passed 7-0.

**3.3 Acknowledge Staff Changes:** The Board acknowledged the hire of Gus Isom and Nicole VanLeeuwen, Jr/Sr High Educational Assistants; Seth Ferrell, Bus Monitor and Mike Day Jr., Assistant Wrestling Coach.

**3.4 OSBA Elections:** The board reviewed Candidates for LBL Region Board of Directors; Jason Curtis and Miriam Cummings. Chair Karo moved to elect Jason Curtis to the LBL Region Board of Directors. Vice-Chair Isom second the motion. Motion passed 6-0. Director Curtis abstained.

**3.5 Adopt OSBA Resolution:** The board reviewed the OSBA Resolution to adopt OSBA Legislative Priorities and Principles as recommended by the Legislative Policy Committee. Chair Karo moved to adopt the OSBA Resolution, as presented. Director Leigh second the motion. Motion passed 4-0. Vice-Chair Isom, Director Parker and Director Simon abstained from vote.

**3.6 Adopt Classified Union Memorandum of Understanding:** Superintendent Pelt informed the board that the Classified Union passed the Memorandum of Understanding (MOU), which amends current pay schedules for educational assistants and bus drivers, passed in an October

union vote. If the board adopts the MOU, adjustments would be in effect in the next pay period. Director Leigh moved to adopt the Classified MOU. Vice-Chair Isom second the motion. Motion passed 6-0. Chair Karo abstained from the vote.

**3.7 Approve Vehicle Surplus:** Celeste Van Cleave, Business Manager, presented the board a list of eight vehicles recommended for surplus. The vehicles are fixed assets of the district, board surplus is required. Once approved, the vehicles will be posted for sale. If no interest is shown, B&R Wrecking has submitted a proposal to purchase each vehicle. The 1989 Chevrolet van will be used in the CLHS auto mechanics program. Surplused vehicle revenues will go into the general revenue fund. Vice-Chair Isom moved to approve the listed vehicles for surplus. Director Glenn second the motion. Motion passed 7-0.

**3.8 Adopt Board Policies: IKFB, Graduation Exercises** Discussion - This policy references commencement speeches, not eighth grade promotion speeches which shall be addressed at a building administration level. Director Leigh moved to adopt IKFB, Graduation Exercises, with corrections. Director Glenn second the motion. Motion passed 7-0.

**ACB, All Students Belong** - Chair Karo moved to adopt ACB, All Students Belong. Vice-Chair Isom second the motion. Discussion: This policy is tied to district funding through the Student Success Act and Division 22, though how curriculum is taught in the classroom is a local decision. Director Motion passed 7-0.

**GBJ, Weapons in School - Staff** Discussion - This is a staff policy, which will eliminate staff and district volunteers from carrying firearms on district property. This policy is not a required policy but was adopted in 2013 though, unless deleted, it is a state law that individual school boards determine their own campus firearm policy. Director Curtis moved to table adoption of this policy. Dr. Pelt then stated if there is a postponement, she recommends sending it to the policy committee; which would push the policy update out further. Director Curtis rescinded his motion. Vice-Chair Isom moved to adopt Board policy GBJ, with edits of striking visitors and district volunteers. Director Leigh second motion. Motion passed 7-0.

**3.9 Acknowledge as First Reading, Board Policies:** The board acknowledged, as first readings: GBEA, Workplace Harassment; GCDA/GDDA-AR, Criminal Records Checks/Fingerprinting; IGBADF, Special Education -IEP; IGBAF-AR, Special Education, IEP; IGBB, Talented and Gifted Program and/or Services; IDGJ, Interscholastic Activities; JGAB, Use of Restraint and Seclusion

#### **4.0 REPORTS**

**4.1 Financial Report:** Celeste Van Cleave reported being in a cash lean time of year and to note that October's revenues took in \$339,000 though monthly expenses average \$650,000-\$1,000,000. October expenses are higher due to the Seismic Rehabilitation project; using reserves to cover expenses until property tax revenues are in. Informational to note that some support services functions are over budget but is not a concern since we're still operating within appropriations.

**4.2 Superintendent Report:** Dr. Pelt reported on district-wide maintenance: Parent conferences were moved to all one location at the elementary due to a failed sewage system on the high school campus, the result of faulty Pacific Power equipment. James Shannon, Maintenance, was able to repair the cracked pipe in the Science Lab in addition to installing a gravel walkway between the junior high building and the gymnasium. It was discovered the

elementary has some new cracks in the library that may be associated with the recent earthquake and one of the two elementary sump pumps has stopped working creating standing water below the building. Dr. Pelt thanked community members who have donated time and money into the new softball and baseball turf fields.

Dr. Pelt invited board members to attend classroom walkthroughs with the leadership team, which are held every Tuesday morning. Friday of Parent Conferences was shortened to allow for a staff wellness activity, resulting in a Unity Video that was shared with classrooms. Another staff wellness day is planned the first day after break. January's board meeting may be held off site to allow for some friendly Chili Cook-Off competition with neighboring school districts, Harrisburg and Monroe.

**5.0 AUDIENCE COMMENTS**

None Given

5.1 Board Chair Responses: None

**6.0 RECESS TO EXECUTIVE SESSION**

Under the Authority of ORS 192.660 (2)(i), to review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing, Chair Karo recessed the regular session to executive session at approximately 8:35 p.m.

**7.0 RECONVENE TO REGULAR SESSION**

Chair Karo reconvened to regular session at approximately 9:54 p.m.

**8.0 ADJOURN**

With no further business before the Board, Chair Karo adjourned the meeting at approximately 9:55 p.m.

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**Dena Crowell, Board Secretary**

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**David Karo, Board Chairman**

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**Date Approved**



## LICENSED STAFF 2022-2023

Name	Description	FTE	Col Head	Row Head	Amount
ADAMS, PATRICIA ANN	Teacher - 7th grade	1.0000	[BA+60/MA]	[Year 19]	\$67,710.00
ALLOWAY, SILVIA	Teacher - ESL	0.5000	[BA+60/MA]	[Year 13]	\$27,621.00
ARNOLD, MARY H	Teacher - Special Ed	1.0000	[BA+90/MA+30]	[Year 10]	\$53,451.00
ASHCRAFT, SAVANNAH T	Teacher - Art	0.8400	[BA]	[Year 5]	\$31,906.56
BANEY, KATTI R	Teacher - Kindergarten	1.0000	[BA+60/MA]	[Year 8]	\$46,625.00
BANEY, RODNEY A	Counselor	1.0000	[BA]	[Year 5]	\$37,984.00
BRANSON, DEBORAH E	Teacher - 4th grade	1.0000	[BA+75/MA+15]	[Year 20]	\$72,497.00
BRIGHT, SARAH L	Teacher - Life Science	1.0000	[BA+60/MA]	[Year 6]	\$43,567.00
CLEARY, ROBERT R	Teacher - Math	1.0000	[BA+60/MA]	[Year 6]	\$43,567.00
CLEVELAND, KELLY J	Teacher - Social Studies	1.0000	[BA+60/MA]	[Year 14]	\$57,148.00
COATNEY, MARTIN G	Teacher - Physical Science	1.0000	[BA+60/MA]	[Year 16]	\$61,159.00
CORTRIGHT, WENDY L	Teacher - 1st grade	1.0000	[BA+105/MA+45]	[Year 16]	\$67,808.00
CUNNINGHAM, COURTNEY N	Teacher - 5th grade	1.0000	[BA+60/MA]	[Year 7]	\$45,070.00
CURTIS, SARAH B	Teacher - Special Ed	1.0000	[BA+60/MA]	[Year 10]	\$49,897.00
DAMON, SARAH M	Teacher - Special Ed	1.0000	[BA]	[Year 5]	\$37,984.00
DAVIS, DEBORAH K	Teacher - 5th grade	1.0000	[BA+60/MA]	[Year 19]	\$67,710.00
DAY, MICHAEL WARREN	Teacher - PE	1.0000	[BA]	[Year 15]	\$53,322.00
DERRICKSON, JAMIE LYN	Teacher - 6th grade	1.0000	[BA+75/MA+15]	[Year 18]	\$67,742.00
EDWARDS, SHANNON M	Teacher - 2nd grade	1.0000	[BA+60/MA]	[Year 7]	\$45,070.00
ELLIOTT, MADELINE	Teacher - 1st grade	1.0000	[BA]	[Year 7]	\$40,650.00
FARRIS, WENDI A	Teacher - Wellness/ Culinary	1.0000	[BA]	[Year 10]	\$45,004.00
GUERRERO, MARIA CATALINA	Teacher - Spanish	1.0000	[BA+105/MA+45]	[Year 15]	\$65,546.00
HARTE, SUSAN I.C.	Counselor	1.0000	[BA+60/MA]	[Year 9]	\$48,233.00
HOLMES, NANETTE M	Teacher - Social Studies	0.8600			\$33,202.88
KILDEA, DEANNA B	Teacher - 6th grade	1.0000	[BA+60/MA]	[Year 9]	\$48,233.00
KIVETT, WENDY A	Teacher - Music	1.0000	[BA+45]	[Year 15]	\$57,120.00
KJOSNESS, ALICHELEN R	Teacher - grades 3/4	1.0000	[BA+60/MA]	[Year 9]	\$48,233.00
KLEIN, LEAH A	Teacher - grades 2/3	1.0000	[BA+60/MA]	[Year 7]	\$45,070.00
KOEHNEN, STUART WESTON	PBIS	1.0000	[BA+30]	[Year 14]	\$53,348.00
LEATHERMAN, MIRANDA K	Teacher - Math	1.0000	[BA+60/MA]	[Year 6]	\$43,567.00
LUX, TAMI A	Teacher - Special Ed	1.0000	[BA+60/MA]	[Year 8]	\$46,625.00
MEYER, JORDAN N	Teacher - English	1.0000	[BA]	[Year 5]	\$37,984.00
PARKER, DARRELLE MARIE	Teacher - Life Science	1.0000	[BA+90/MA+30]	[Year 17]	\$67,775.00
RAMSEY, JESSICA DAWN	Teacher - Agriculture	1.0000	[BA+60/MA]	[Year 14]	\$57,148.00
RANK, LARYSA R	Teacher - Music/Math	0.9000	[BA+105/MA+45]	[Year 10]	\$49,789.80
ROTH, STEPHANIE M	Reading Specialist	1.0000	[BA+60/MA]	[Year 7]	\$45,070.00
SMITH, KATHARINE E	Teacher - Agriculture	1.0000	[BA+105/MA+45]	[Year 15]	\$65,546.00
SMITH, ZACHARY	Teacher - Social Studies/PE	0.6900	[BA]	[Year 5]	\$26,208.96
WEBER, DENA ELAINE	Teacher - PE	0.8400	[BA+45]	[Year 16]	\$49,636.44

## CLASSIFIED STAFF 2022-2023

Name	Description	FTE	Row Head	Col Head	Rate	Hours Per Day	Position Days
ARCHER, CLINTON	Facilities Technician	1.0000	C	6	\$17.43	8.0000	261
ARCHER, DENNIS	Facilities Technician	1.0000	C	7	\$17.86	8.0000	261
ARCHER, LAURI	Secretary - HS	1.0000	C	10	\$19.23	8.0000	224
ARCHER, SUZANNE	Cook	0.5500	C	10	\$19.23	5.5000	161
BANEY, JALEN	Educational Assistant	0.7250	E	2	\$14.11	7.2500	161
BANEY, JIANNA	Educational Assistant	0.7500	E	2	\$14.11	7.5000	161
BATEMAN, MARIAROSA	Educational Assistant	0.7500	E	7	\$16.90	7.5000	161
BAZE, HEATHER	Before/After School Program	0.1250	E	7	\$16.90	1.2500	161
BAZE, HEATHER	Educational Assistant	0.7250	E	7	\$16.90	7.2500	161
BRANSON, ANYA	Early Literacy Assistant	0.0000	E	2	\$14.11	4.5000	73
BRANSON, ANYA	Early Literacy Assistant	0.8250	E	2	\$14.11	8.0000	117
BROWN, SANDRA	YTP Specialist	0.5000			\$20.00	4.0000	261
BROWN, SANDRA	Educational Assistant	0.5000	E	10	\$18.58	4.0000	181
CHAPMAN, NOELLE	Cook	0.8000	C	1	\$15.40	8.0000	161
COWDREY, ANN	Ed Asst Title I	0.7250	E	7	\$16.90	7.2500	161
DAVIDSON, WANDA	Student Transporter	0.6000	A	7	\$15.40	6.0000	161
DAVIS, GLENDA	Facilities Technician	1.0000	C	2	\$15.79	8.0000	261
DUNCAN, ASHLIE	Educational Assistant	0.7250	E	2	\$14.11	7.2500	161
EVANS, JANESEA	Before/After School Program	0.1500	E	2	\$14.11	1.5000	161
EVANS, JANESEA	Educational Assistant	0.7250	E	2	\$14.11	7.2500	161
FERRELL, SETH	Bus Monitor	0.3500	A	7	\$15.40	3.5000	135
GEIDER, KARLY	Wellness Coordinator	0.5000	E	2	\$14.11	4.0000	261
GEIDER, KARLY	Educational Assistant	0.4000	E	2	\$14.11	4.0000	161
HUFF, GINA	Educational Assistant	0.7250	E	10	\$18.58	7.2500	161
ISOM, LARRY	Educational Assistant	0.7500	E	6	\$16.52	7.5000	126
KEYSER, LEISA	Department Secretary	0.2500	C	7	\$17.86	2.0000	224
KEYSER, LEISA	Secretary - Elem	0.7500	C	7	\$17.86	6.0000	224
KRUSE, DAVID	Mechanic	0.6000	D	8	\$20.83	6.0000	216
LATHROM, KALLINA	Educational Assistant	0.7250	E	7	\$16.90	7.2500	161
LEDUC, AMANDA	Facilities Technician	1.0000	C	1	\$15.40	7.5000	156
LEE, JESSE	Facilities Technician	1.0000	C	4	\$16.59	8.0000	261
LEOPARD, BEVERLY	Educational Assistant	0.7500	E	10	\$18.58	7.5000	161
LOVVORN, TAMMY	Bus Driver	0.6000	F	6	\$18.93	6.0000	161
MARSHALL, TASHA	Educational Assistant	0.7500	E	4	\$15.30	7.5000	161
MCMILLEN, KATIE	Educational Assistant	0.7250	E	4	\$15.30	7.2500	161
NELSON, KIM	Bus Driver	0.6000	F	5	\$18.00	7.0000	161
NORTH, ELIZABETH	Department Secretary	1.0000	B	7	\$16.63	8.0000	224
OFFUTT, AMY	Educational Assistant	0.7250	E	2	\$14.11	7.2500	161
PORCH, DELORES	Office Aide	0.3750	A	7	\$15.40	3.7500	177
REYNOLDS, KATHLEEN	Bus Driver	0.6000	F	6	\$18.93	6.0000	161
ROBINSON, HELEN	Ed Asst Title I	0.3500	E	7	\$16.90	3.5000	161
SCHACK, JILL	Educational Assistant	0.3750	E	2	\$14.11	3.7500	143
SMITH, KAREN	Library Tech	0.5000	E	10	\$18.58	5.0000	161
SMITH, KIMBERLY	Ed Asst Title I	0.7250	E	10	\$18.58	7.2500	161
TASKINEN, NANCY	Bus Driver	0.6000	F	10	\$21.23	6.0000	161
THIBEDAU, CINDY	Bus Driver	0.6000	F	10	\$21.23	6.0000	161
TRAVIS, RACHAEL	Secretary - Elem	0.8000	C	3	\$16.18	8.0000	185
VANLEEUWEN, NICOLE	Before/After School Program	0.1250	E	10	\$18.58	1.2500	112
VANLEEUWEN, NICOLE	Educational Assistant	0.7500	E	10	\$18.58	7.5000	112
WALTON, JO LYNE	Distance Learning	0.3750	E	10	\$18.58	3.7500	161
WALTON, JO LYNE	Library Tech	0.3750	E	10	\$18.58	3.7500	161

### ADMINISTRATION 2022-2023

Name	Description	FTE	Amount	Position Days
KIVETT, KYLE A	Principal - HS	1.0000	\$110,000.00	225
MCKEE, RACHEL M	Student Services Director	1.0000	\$100,000.00	225
PELT, CANDACE DEANNE	Superintendent	1.0000	\$148,625.00	256
SAUTER, JOEL M	Principal - Elem	1.0000	\$115,715.00	225

### CONFIDENTIAL STAFF 2022-2023

Name	Description	FTE	Amount	Position Days
CROWELL, DENA R	Executive Assistant	1.0000	\$55,000.00	256
VAN CLEAVE, CELESTE LOUISE	Business Manager	1.0000	\$110,000.00	256

### NON-REPRESENTED STAFF 2022-2023

Name	Description	FTE	Amount	Position Days
CHAPMAN, CINDY M	Supervisor - Food Service	1.0000	\$45,000.00	186
EVANS, CHANDRA D	Early Learning and Enrichment Supervisor	1.0000	\$55,000.00	211
GEIDER, RYAN M	Campus Security	1.0000	\$38,664.00	179
LAUZON, KASANDRA A	Licensed Nurse Practitioner	1.0000	\$43,160.00	192
MCKEE, ZABIEN	Technology Director	1.0000	\$40,000.00	256
SHANNON, JAMES J	Maintenance	1.0000	\$60,000.00	256
TRZCINSKI, JOANNE	Wellness Coordinator	1.0000	\$55,043.48	211
VANDERSTELT, GARY CORNELIUS	Transportation Supervisor	1.0000	\$55,000.00	250
WIXOM, JONI L	Accounting Assistant/ Facilities Supervisor	0.7500	\$55,000.00	256

### EXTRA DUTY/ EXTENDED RESPONSIBILITY ASSIGNMENTS 2022-2023

Name	Description	Amount
SMITH, KATHARINE E	AG Teacher Extended Year	\$1,500.00
DAY, MICHAEL WARREN	Athletic Director	\$16,000.00
ARCHER, LAURI A	Athletic Secretary	\$3,000.00
PARKER, DARRELLE MARIE	AVID Director	\$3,000.00
KIVETT, WENDY A	Drama Advisor	\$2,155.00
SMITH, KATHARINE E	FFA Advisor	\$3,000.00
SMITH, KATHARINE E	FFA Summer Duty Extended Contract	\$5,930.00
WIXOM, JONI L	Food Service Operations	\$5,000.00
RANK, LARYSA R	Instrumental Music Director	\$2,155.00
PARKER, DARRELLE MARIE	Junior High Activities Advisor	\$905.00
ADAMS, PATRICIA ANN	Junior High Head Teacher	\$2,500.00
GUERRERO, MARIA CATALINA	Latino Family Liason	\$1,646.00
PARKER, DARRELLE MARIE	NHS Advisor	\$905.00
DERRICKSON, JAMIE LYN	Outdoor School	\$1,077.50
KILDEA, DEANNA B	Outdoor School	\$1,077.50
ARCHER, LAURI A	Senior Class Advisor	\$905.00
BANEY, RODNEY A	Student Government Leadership 9-12	\$754.00
KIVETT, WENDY A	Student Government Leadership 9-12	\$754.00
CLEVELAND, KELLY J	Teacher Mentor	\$750.00
CUNNINGHAM, COURTNEY N	Teacher Mentor	\$750.00
KIVETT, WENDY A	Vocal Music Director	\$2,155.00

## COACHING STAFF 2022-2023

Name	Description	Row Head	Col Head	Amount
NEAL, JOHNNA W	Varsity Cross Country	Head Varsity	Step 3	\$3,750.00
GLENN, KIRT M	JH Cross Country	Head Junior High	Step 3	\$2,250.00
PALMER, RYAN A	Varsity Football	Head Varsity	Step 0	\$3,150.00
ISOM, LARRY A	Assistant Football	Assistant Varsity	Step 0	\$1,800.00
MOORE, MICHAEL J	JH Football	Head Junior High	Step 0	\$1,800.00
SCHNEITER, HANS PETER	Varsity Boys Soccer	Head Varsity	Step 3	\$3,750.00
DURINGER, TIMOTHY A	Assistant Boys Soccer	Assistant Varsity	Step 3	\$2,250.00
FARRIS, WENDI A	Varsity Girls Soccer	Head Varsity	Step 0	\$3,150.00
BANEY, RODNEY A	Assistant Girls Soccer			\$900.00
LEATHERMAN, MIRANDA K	Assistant Girls Soccer			\$900.00
CUNNINGHAM, COURTNEY N	Varsity Volleyball	Head Varsity	Step 0	\$3,150.00
NORTHERN, HOLLY A	Assistant Volleyball	Assistant Varsity	Step 3	\$2,250.00
KALLAI, KATHRYN B	JH Volleyball			\$900.00
LESTER, BRYEANNA M	JH Volleyball			\$900.00
ISOM, KAITLYN	Cheer Fall Season	Head Varsity	Step 0	\$3,150.00
ISOM, KAITLYN	Cheer Winter Season	Head Varsity	Step 0	\$3,150.00
ERICKSON, CHRISZMA L	JH Cheer	Head Junior High	Step 1	\$1,950.00
ORDEMAN, PERRY JAMES	Varsity Boys Basketball	Head Varsity	Step 3	\$3,750.00
HOLMAN, JOHN T	Assistant Boys Basketball	Assistant Varsity	Step 0	\$1,800.00
GASKEY, JACOB S	JH Boys Basketball			\$900.00
SMITH, TRACY M	JH Boys Basketball			\$900.00
FARRIS, WENDI A	Varsity Girls Basketball	Head Varsity	Step 2	\$3,550.00
BANEY, RODNEY A	Assistant Girls Basketball			\$1,050.00
BROWN, KEVIN D	Assistant Girls Basketball			\$1,050.00
MCLAUGHLIN, KELLY J	JH Girls Basketball	Head Junior High	Step 3	\$2,250.00
BURCHFIELD, DUSTIN R	Varsity Wrestling	Head Varsity	Step 1	\$3,350.00
DAY, MICHAEL W JR	Assitant Wrestling	Assistant Varsity	Step 0	\$1,800.00
ARCHER, CLINTON C	JH Wrestling	Head Junior High	Step 1	\$1,950.00
ISOM, LARRY A	Varsity Baseball	Head Varsity	Step 1	\$3,350.00
ARCHER, CLINTON C	JH Baseball	Head Junior High	Step 1	\$1,950.00
BANEY, RODNEY A	Assistant Softball			\$975.00
DAY, TIFFANI L	Assistant Softball			\$975.00
KALLAI, THOMAS A	JH Softball	Head Junior High	Step 2	\$2,100.00
HARKINS, TROY L	Varsity Track	Head Varsity	Step 3	\$3,750.00
JOHNSON, DENISE D	JH Track	Head Junior High	Step 3	\$2,250.00
ADAMS, PATTY	Assistant JH Track	Assistant Junior High	Step 1	\$1,650.00

## 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 174.100](#)  
[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.370](#)  
[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 \(2021\)](#)

## Criminal Records Checks/Fingerprinting

### Subject Individual Requirements

1. Any individual newly hired, full-time or part-time, and not requiring licensure under Oregon Revised Statute (ORS) 342.223 as a teacher, administrator, personnel specialist, or school nurse shall be required to undergo a ~~nationwide~~ criminal record check and fingerprinting.
2. Any individual applying for reinstatement of an Oregon license with the Teacher Standards and Practices Commission (TSPC) that has lapsed for more than three years shall be required to undergo ~~nationwide~~ criminal records check and fingerprinting with TSPC.
3. Any individual registering with the TSPC for student teaching, practicum or internship as a teacher, administrator or personnel specialist shall be required to undergo a ~~nationwide~~ criminal record check and fingerprinting with TSPC.
4. Any individual hired as or by a ~~district~~ contractor<sup>1</sup>, whether part-time or full-time, ~~or an employee of a district contractor, whether part-time or full-time, hired~~ into a position having direct, unsupervised contact with students as determined by the district shall be required to ~~undergo a nationwide~~ submit to a criminal record check and fingerprinting.

The superintendent will identify district contractors who are ~~present on district property and regularly interact with students and are~~ subject to such requirements.

- ~~5. Any contractor or an employee of the contractor who provides early childhood special education or early intervention services shall be required to undergo a nationwide criminal record check and fingerprinting with the Oregon Department of Education (ODE), Child Care Division.~~
6. Any community college faculty member providing instruction at the site of an early childhood education program, ~~or at~~ a school site as part of an early childhood program, or at a grade K through 12 school site during the regular school day, shall be required to undergo a ~~nationwide~~ criminal record check and fingerprinting.
7. Any individual who is an employee of a public charter school not requiring licensure under ORS 342.223 shall be required to undergo a ~~nationwide~~ criminal record check and fingerprinting.
8. ~~All school employees and~~ A volunteers allowed by the district into a position that has direct, unsupervised contact with students shall ~~submit to annual criminal background checks paid for by the district~~ undergo an in-state criminal records check.

<sup>1</sup> Contractor employees may not be required to submit fingerprinting until the contractor has been offered a contract.

<sup>2</sup> If the district allows volunteer service and the volunteers have direct, unsupervised contact with students, this policy language is required, and districts are required to conduct background checks on these volunteers.

<sup>3</sup> Any individual hired within the last three months.

<sup>4</sup> This revision to TSPC rules sunsets July 1, 2024

9. ~~Any individual authorized by the superintendent for~~ A volunteer allowed to have direct, ~~service into a position having direct,~~ unsupervised contact with students, into a volunteer position identified in Board policy by the district as requiring a fingerprint-based criminal records check, shall be ~~required to~~ undergo a state and national criminal records check ~~and be based on~~ fingerprints.
10. ~~Any~~ A individual authorized by the district for volunteer service that does not have direct, unsupervised contact with students will be required to undergo an in-state criminal records check.

## Exceptions

A newly hired employee<sup>3</sup> is not subject to fingerprinting if

1. The district has on file evidence that the ~~newly hired employee person previously and~~ successfully completed a state and national ~~an Oregon and a FBI~~ criminal records check for a previous employer that was a school district or private school, and has not resided outside the state between the two periods of employment; or
2. <sup>4</sup>The Oregon Department of Education (ODE) determines the person:
  - a. Submitted to a criminal records check for the person's immediately previous employer, the employer is a school district or private school and the person has not lived outside this state between the two periods of employment;
  - b. Submitted to a criminal records check conducted by TSPC within the previous three years; or
  - c. Remained continuously licensed or registered with the TSPC.

~~Evidence will be either a copy of the criminal records checks or a written statement of verification from a supervisor or officer of the previous employer. Furthermore:~~

- ~~1. The ODE or TSPC verification of a previous check shall be acceptable only in the event the district can demonstrate records are not otherwise available.~~
- ~~2. The district shall maintain evidence that the employee has not resided outside the state during the interval between the two periods of time working in the district.~~

## Notification

1. The district will provide notification to individuals subject to criminal records checks and/or fingerprinting of the following:
  - a. Such criminal records checks and/or fingerprinting are required by law and/or Board policy;
  - b. Any action resulting from such checks ~~completed by ODE~~ that impact employment, ~~or~~ contract or volunteering may be appealed as a contested case to ODE;
  - c. All employment or contract offers or the ability to volunteer are contingent upon the results of such checks;

<sup>1</sup> Contractor employees may not be required to submit fingerprinting until the contractor has been offered a contract.

<sup>2</sup> If the district allows volunteer service and the volunteers have direct, unsupervised contact with students, this policy language is required, and districts are required to conduct background checks on these volunteers.

<sup>3</sup> Any individual hired within the last three months.

<sup>4</sup> This revision to TSPC rules sunsets July 1, 2024



- d. A refusal to consent to required criminal records checks and/or fingerprinting shall result in immediate termination from employment or contract status or the ability to volunteer in the district;
  - e. An individual determined to have knowingly made a false statement as to the conviction of any crime on district employment applications, contracts or ODE forms or district volunteer forms (written or electronic) will result in immediate termination from employment or contract status or the ability to volunteer in the district;
  - f. An individual determined to have been convicted of any crime that would prohibit employment or contract will be immediately terminated from employment or contract status.
2. The district will provide written notice through such means as employment applications, contracts, or volunteer forms.

### Processing/Reporting Procedures

- ~~1. Any individual subject to criminal records checks and/or fingerprinting shall, complete the appropriate forms or requirements as approved by ODE (information available through the district).~~
- ~~2. If the individual is subject to fingerprinting per state law, he/she will be required by the district, and is responsible to report within three working days to an authorized finger printer for fingerprinting as directed by the district. Fingerprints will be collected by a contracted agent of employing district or ODE.~~

~~The individual subject to fingerprinting, shall be subject only after acceptance of an offer of employment or contract or as a volunteer with supervision authority.~~

1. Immediately following an offer and acceptance of employment or contract, an individual subject to criminal records checks and/or fingerprinting shall complete the appropriate forms authorizing such checks and report to an authorized fingerprint as directed by the district. The district shall send such authorization, any collection of fingerprint information, and the request to ODE pursuant to law.
2. Fingerprints may be collected by one of the following:
  - a. Employing district staff;
  - b. Contracted agent of employing district; or
  - c. Local or state law enforcement agency.
3. To ensure the integrity of the fingerprinting collection and prevent any compromise of the process, the district will provide the name of the individual to be fingerprinted to the authorized fingerprinter.
4. The authorized fingerprinter will obtain the necessary identification and fingerprinting and notify the ODE with of the results. The ODE will then review and notify the district of said results and as well as the identity of any subject individual it believes has knowingly made a false statement as to conviction of a crime prohibiting employment or contract, or volunteering.

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<sup>1</sup> Contractor employees may not be required to submit fingerprinting until the contractor has been offered a contract.

<sup>2</sup> If the district allows volunteer service and the volunteers have direct, unsupervised contact with students, this policy language is required, and districts are required to conduct background checks on these volunteers.

<sup>3</sup> Any individual hired within the last three months.

<sup>4</sup> This revision to TSPC rules sunsets July 1, 2024

5. A copy of the ~~required form to authorize~~ fingerprinting, ~~and the results of such,~~ will be kept ~~in the employee's personnel file~~ by the district.

## Fees

- ~~1. Criminal records checks and fingerprinting fees as required by the Teacher Standards and Practices Commission shall be paid by the individual.~~
1. Fees associated with criminal records checks and/or fingerprinting from individuals applying for employment with the district and not requiring licensure, including persons hired as or by contractors, shall be paid by the district.
2. An individual offered a contract or employment by the district may, only upon request, request that the amount of the fee be withheld from the amount otherwise due the individual in accordance with Oregon law.
3. Fees associated with ~~required~~ criminal records checks for ~~all employees, contractors and/or their employees, and~~ volunteers for the district will be paid by the district.
- ~~2. Fees are payable prior to beginning employment or contract. Individuals may request that the amount of the fee be withheld from the employee's paycheck, including a periodic payroll deduction rather than a lump sum payment, in accordance with Oregon law. The district may withhold such fees only upon the request of the individual. Volunteers who are required to be fingerprinted will be reimbursed by the district for their fingerprinting fees.~~
4. Fees associated with fingerprinting shall be the responsibility of the individual.

## Termination of Employment or Withdrawal of Employment/Contract Offer/Volunteer Status

1. ~~Any~~ subject individual required to submit to criminal records checks and/or fingerprinting in accordance with law and/or Board policy will be terminated from employment or contract status, or withdrawal of offer of employment or contract will be made by the ~~superintendent~~ district upon:
  - a. Refusal to consent to a criminal record check and/or fingerprinting; or
  - b. Notification from the Superintendent of Public Instruction ~~or his/her designee or the State Board of Education~~ that the employee has a conviction of any crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number ~~prohibiting employment with the district as specified in law.~~
2. ~~Any individual required to submit to criminal records check and/or fingerprinting in accordance with law will be terminated from employment or contract status, or withdrawal of an offer of employment or contract will be made by the superintendent~~ A subject individual may be terminated from employment or contract status upon notification from the Superintendent of Public Instruction ~~or~~

<sup>1</sup> Contractor employees may not be required to submit fingerprinting until the contractor has been offered a contract.

<sup>2</sup> If the district allows volunteer service and the volunteers have direct, unsupervised contact with students, this policy language is required, and districts are required to conduct background checks on these volunteers.

<sup>3</sup> Any individual hired within the last three months.

<sup>4</sup> This revision to TSPC rules sunsets July 1, 2024

~~his/her designee~~ that the employee has knowingly made a false statement as to the conviction of any crime.

3. Employment termination shall remove the individual from any district policies, collective bargaining provisions regarding dismissal procedures and appeals and the provisions of Accountability for Schools for the 21st Century Law.
4. Any volunteer who ~~will have direct, unsupervised contact with students that~~ refuses to submit, ~~when to a~~ required, ~~to a~~ criminal records check and fingerprinting based criminal records check ~~to acquire or maintain a volunteer status in the district~~ in accordance with law and/or Board policy will be denied the ability to volunteer in the district.
5. ~~Any volunteer who will not have unsupervised contact with students will be required to have criminal records check but not be fingerprinted.~~
6. If the district ~~has completed required criminal records check and the district~~ has been notified by the Superintendent of Public Instruction that ~~the individual a volunteer~~ knowingly made a false statement ~~on an ODE form as to~~ or has a conviction of any crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number, ~~that may otherwise prevent a volunteer status in the district,~~ the individual may be denied the ability to volunteer.
7. Any volunteer who knowingly makes a false statement, as determined by the district, on a district volunteer application form may be denied the ability to volunteer in the district.

## Appeals

~~An individual may appeal a determination, that prevents his/her employment or eligibility to contract with the district, to the Superintendent of Public Instruction as a contested case and will be so notified in writing by the ODE.~~

~~A subject individual may appeal a determination from ODE that prevents employment or eligibility to contract with the district to the Superintendent of Public Instruction as a contested case under ORS 183.413-183.470.~~

~~A volunteer may appeal a determination from a fingerprint-based criminal records check by ODE that prevents the ability to volunteer with the district to the Superintendent of Public Instruction as a contested case under ORS 183.413-183.470.~~

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<sup>1</sup> Contractor employees may not be required to submit fingerprinting until the contractor has been offered a contract.

<sup>2</sup> If the district allows volunteer service and the volunteers have direct, unsupervised contact with students, this policy language is required, and districts are required to conduct background checks on these volunteers.

<sup>3</sup> Any individual hired within the last three months.

<sup>4</sup> This revision to TSPC rules sunsets July 1, 2024

## Special Education - Individualized Education Program (IEP)

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

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

END OF POLICY

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### Legal Reference(s):

[ORS 343.151](#)  
[ORS 343.155](#)  
[OAR 581-015-2000](#)  
[OAR 581-015-2190](#)  
[OAR 581-015-2195](#)  
[OAR 581-015-2200](#)  
[OAR 581-015-2205](#)  
[OAR 581-015-2210](#)  
[OAR 581-015-2215](#)  
[OAR 581-015-2220](#)  
[OAR 581-015-2225](#)  
[OAR 581-015-2229](#)  
[OAR 581-015-2230](#)  
[OAR 581-015-2235](#)  
[OAR 581-015-2055](#)  
[OAR 581-015-2600](#)  
[OAR 581-015-2065](#)  
[OAR 581-015-2265](#)

Assistance to States for the Education of Children with Disabilities, 34 CFR Sections 300.5 - 300.6, 300.22 - 300.24, 300.105-106, 300.112, 320,325, 300.328, 300.501 (2006).

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

### 1. General IEP Information

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

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

- 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. Individualized COVID-19 Recovery Services<sup>1</sup>

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

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

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

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

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

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

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<sup>1</sup> The requirements of this section are in effect until July 1, 2023 unless extended by the State Board of Education.

Individualized COVID-19 Recovery Services at the next annual review, but are not required to do so before then unless the eligible student's circumstances have changed or there is reason to suspect that the eligible student may need any additions or modifications to their Individualized COVID-19 Recovery Services.

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

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

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

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

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

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

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

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

- d. In addition to the above IEP contents, the IEP for each eligible student of transition age includes:
- (1) Beginning not later than the first IEP in effect when the student turns 16, or as early as 14 or younger; if determined appropriate by the IEP team (including parent(s)), and updated annually thereafter, the IEP must include:
    - (a) Appropriate measurable postsecondary goals based upon age appropriate transition assessments related to training education, employment, and where appropriate, independent living skills; and
    - (b) The transition services (including courses of study) needed to assist the student in reaching those goals.
      - (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.

## Talented and Gifted Program **and/or Services\*\***

The district is committed to an educational program that recognizes, identifies and serves the unique strengths and needs of ~~talented and gifted~~ students. ~~Talented and gifted~~ Students ~~are those who have been identified as academically talented and/or intellectually gifted~~ demonstrate exceptional performance when compared to applicable developmental or learning progressions, with consideration given for variations in student's opportunity to learn and to culturally relevant indicators of ability.

The Board directs the superintendent to develop a ~~written identification~~ process for ~~identifying academically~~ talented and ~~intellectually~~ gifted students in grades K through 12. (See Board policy IGBBA – Talented and Gifted Students – Identification\*\*)

~~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 district will develop a written plan of instruction for talented and gifted students in accordance with law that:

1. Includes a statement of the district policy on the education of talented and gifted students (this policy);
2. Identifies and assesses special talented and gifted programs and services available in the district;
3. States goals related to providing such programs and services, including timelines for achievement;
4. Describes the programs and services intended to accomplish stated goals;
5. Describes how the district provides parents an opportunity to discuss and to provide input on programs and services for their child;
6. Describes how the district will evaluate progress of the plan; and
7. States the name and contact information for the district's talented and gifted coordinator.<sup>1</sup>

The district shall submit such plan to the Oregon Department of Education (ODE) as directed.

The plan will be provided at the school or the district office, when requested, and **will be published on the district's website**. The ~~district~~ website shall ~~also~~ provide the name and contact information of the district's

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<sup>1</sup> For the list of complete requirements of the plan, see ORS 343.397(1).

coordinator of special education and programs for talented and gifted. The district will annually report the name and contact information of the district's TAG coordinator to ODE.

The district may also identify and provide programs for students who demonstrate outstanding ability or potential in creative abilities; in using original or nontraditional methods in thinking and producing; ; leadership abilities ability in motivating the performance of others in educational or noneducational setting; and or unusual abilities ability in the visual or performing arts, such as dance, music or art.

Complaints regarding programs and/or services can be filed in accordance with Board Policy KL – Public Complaints, beginning at Step 2. The superintendent or designee may choose to convene a committee in making a decision. The procedure in the accompanying administrative regulation, IGBB-AR - Complaints Regarding the Talented and Gifted Program and/or Services.

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 581-022-2370  
OAR 581-022-2500



## **Interscholastic Activities\*\***

The Board recognizes the integral role interscholastic activities<sup>1</sup> play in the character development and general enhancement of the education of its students. Accordingly, administrators, coaches, advisors, student participants, and others associated with the district's high school activities programs and events<sup>2</sup> shall conduct themselves in a manner that is consistent with the letter and spirit of policies, rules, and regulations of the district and of the Oregon School Activities Association (OSAA) and the fundamental values of sportsmanship any associated voluntary organization<sup>3</sup>. Each will be held accountable for their actions.

The district and its schools may only be members of and pay fees, if any, to a voluntary organization that administers interscholastic activities or that facilitates the scheduling and programming of interscholastic activities if the organization:

1. Implements and adheres to equity focused policies that:
  - a. Address the use of derogatory or inappropriate names, insults, verbal assaults, profanity, or ridicule that occurs at an interscholastic activity, including by spectators of the interscholastic activity;
  - b. Prohibit discrimination;
  - c. Permit a student to wear religious clothing in accordance with the student's sincerely held religious belief and consistent with any safety and health requirements; and
  - d. Balance the health, safety, and reasonable accommodation needs of participants on an activity-by-activity basis;
2. Maintains a transparent complaint process that:
  - a. Has a reporting system to allow participants of interscholastic activities or members of the public to make complaints about student, coach, or spectator behavior;
  - b. Responds to a complaint made within 48 hours of the complaint being received; and
  - c. Resolves a complaint within 30 days of the complaint being received unless the organization determines that there is good cause to extend the timeline for resolving the complaint;
3. Develops and implements a system of sanctions against schools, students, coaches, and spectators if a complaint is verified; and

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<sup>1</sup> Interscholastic activities includes: for students any grade from kindergarten through grade 12, athletics, music, speech and other similar or related activities; for students in any grade from kindergarten through grade eight, activities that are offered only before or after regular school hours and that may, but are not required to, involve interaction among other schools.

<sup>2</sup> This applies to only OSAA-sanctioned activities and events.

<sup>3</sup> Includes a voluntary organization that administers interscholastic activities or that facilitates the scheduling and programming of interscholastic activities.

4. Performs an annual survey of students and their parents to understand and respond to potential violations of equity focused policies or other discrimination.

{<sup>4</sup>}The district shall allow homeschooled students that reside in the district, students eligible to attend school and enrolled in a district- or ESD-provided General Education Development (GED)high school equivalency program<sup>5</sup> that reside in the district, and students attending a public charter school that does not provide interscholastic activities that reside in the district, the opportunity to participate in available interscholastic activities when the requirements found in Oregon law are met.

Interscholastic activities when provided by the district will comply with Title IX and other nondiscrimination laws.

{<sup>6</sup>}District employees, students, parents, alumni, and activity volunteers are prohibited from inducing or attempting to induce a student to attend a district school for interscholastic activity eligibility or participation. The principal, activities director, advisors and coaches are each responsible for ensuring student participants meet all district and OSAA eligibility requirements of participation and those of the associated voluntary organization. The principal or designee is responsible for ensuring accurate certification regarding the eligibility of participating students and for verifying that athletic directors, coaches of sports, and activity advisors have all required certifications prior to assuming their duties. The principal or designee shall ensure that a program is in place to effectively evaluate the performance of all coaches and activity advisors under their supervision.

Volunteers may be approved to assist with district activities with prior approval from the principal.

The principal shall investigate all allegations of district student ineligibility, staff recruitment violations or other student or staff conduct that may violate Board policies, administrative regulations, and/or OSAA the rules and regulations of the associated voluntary organization. The principal shall notify the superintendent or designee of conduct that violates the terms of this policy and report to the associated voluntary organization OSAA as if required.

An employee determined to have violated Board policies and/or rules and regulations of the associated voluntary organization OSAA may be subject to discipline, up to and including, dismissal. A student in violation of Board policies and/or the OSAA rules and regulations of the associated voluntary organization will be subject to discipline, up to and including, dismissal from an interscholastic activity or program, suspension and/or expulsion from school. Volunteers in violation of Board policies and/or the OSAA rules and regulations of the associated voluntary organization shall be subject to discipline, up to and including, removal from district programs and activities and such other sanctions as may be deemed appropriate by the district.

Employees, volunteers, or students in violation of OSAA such policies, rules and/or regulations may be required to remunerate the district in the event of fines are assessed by OSAA as a result of their actions.

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<sup>4</sup> {This policy content is required practice but is not required policy language.}

<sup>5</sup> “High school equivalency program” means a program provided to assist a student in earning a certificate for passing an approved high school equivalency test such as the General Educational Development (GED) test.

<sup>6</sup> {The remaining policy content is optional, but highly recommended language to inform about and support governance of activities (see beginning bracket here; ending with last paragraph of policy – see closing bracket).}

The superintendent will develop procedures, as necessary, to implement this policy, including a process to ensure that all district rules governing the conduct of students, staff, and volunteers engaged in district activities are regularly reviewed and updated.

The district will annually review interscholastic activities and participation to determine whether the current offerings reflect the students the district serves.

END OF POLICY

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**Legal Reference(s):**

ORS 326.051  
ORS 332.075(1)(e)  
ORS 332.107  
ORS 339.450 - 339.460

OAR 581-015-2255  
OAR 581-021-0045 – 0049  
OAR 581-022-2308(2)  
OAR 581-026-0005

OAR 581-026-0700  
OAR 581-026-0705  
OAR 581-026-0710

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 (2022).  
OREGON SCHOOL ACTIVITIES ASSOCIATION, OSAA HANDBOOK.  
Montgomery v. Bd. of Educ., 188 Or. App. 63 (2003).  
Senate Bill 1522 (2022).

## Use of Physical Restraint or Seclusion

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

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

1. Chemical restraint.
2. Mechanical restraint.
3. Prone restraint.
4. Supine restraint.
5. Any restraint that involves the intentional and nonincidental use of a solid object<sup>1</sup>, including a wall or the floor, to impede a student's movement, unless the restraint is necessary to prevent an imminent life-threatening injury or to gain control of a weapon.
6. Any restraint that places, or creates a risk of placing, pressure on a student's mouth, neck or throat.
7. Any restraint that places, or creates a risk of placing, pressure on a student's mouth, unless the restraint is necessary for the purpose of extracting a body part from a bite.
8. Any restraint that impedes, or creates a risk of impeding, breathing.
9. Any restraint that involves the intentional placement of the hands, feet, elbow, knee or any object on a student's neck, throat, genitals or other intimate parts.
10. Any restraint that causes pressure to be placed, or creates a risk of causing pressure to be placed, on the stomach or back by a knee, foot or elbow bone.
11. Any action designed for the primary purpose of inflicting pain.

**The use of a seclusion cell is prohibited.**

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

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

1. The student's behavior imposes a reasonable risk of imminent and substantial physical or bodily injury to the student or others; and
2. Less restrictive interventions would not be effective.

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

1. The student's behavior imposes a reasonable risk of imminent and serious bodily injury to the student or others; and
2. Less restrictive interventions would not be effective.

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

### Definitions

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

"Restraint" does not include:

- a. Holding a student's hand or arm to escort the student safely and without the use of force from one area to another;
  - b. Assisting a student to complete a task if the student does not resist the physical contact; or
  - c. Providing reasonable intervention with the minimal exertion of force necessary if the intervention does not include a restraint prohibited under Oregon Revised Statute (ORS) 339.288 and the intervention is necessary to:
    - (1) Break up a physical fight;
    - (2) Interrupt a student's impulsive behavior that threatens the student's immediate safety, including running in front of a vehicle or climbing on unsafe structures or objects; or
    - (3) Effectively protect oneself or another from an assault, injury or sexual contact with the minimum physical contact necessary for protection.
2. "Seclusion" means the involuntary confinement of a student alone in a room from which the student is physically prevented from leaving. Seclusion includes, but is not limited to, the involuntary confinement of a student alone in a room with a closed door, whether the door is locked or unlocked.

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

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

3. "Seclusion cell" means a freestanding, self-contained unit that is used to isolate the student from other students or physically prevent a student from leaving the unit or cause the student to believe that the student is physically prevented from leaving the unit.
3. "Serious bodily injury" means any significant impairment of the physical condition of a person, as determined by qualified medical personnel, whether self-inflicted or inflicted by someone else.
4. "Substantial physical or bodily injury" means any impairment of the physical condition of a person that requires some form of medical treatment.
5. "Mechanical restraint" means a device used to restrict the movement of a student or the movement or normal function of a portion of the body of a student.

"Mechanical restraint" does not include:

- a. A protective or stabilizing device ordered by a licensed physician; or
  - b. A vehicle safety restraint when used as intended during the transport of a student in a moving vehicle.
6. "Chemical restraint" means a drug or medication that is used on a student to control behavior or restrict freedom of movement that has not been prescribed by a licensed health professional or other qualified health care professional acting under the professional's scope of practice.
  7. "Prone restraint" means a restraint in which a student is held face down on the floor.
  8. "Supine restraint" means a restraint in which a student is held face up on the floor.

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

The district shall utilize the Oregon Intervention System training program of restraint or seclusion for use in the district. As required by state regulation, the selected program shall be one approved by the Oregon Department of Education (ODE) and include, but not limited to, positive behavior support, conflict prevention, de-escalation and crisis response techniques. Any program selected by the district must be in compliance with state and federal law with respect to the use of restraint and seclusion.

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

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

1. The total number of incidents involving restraint;

2. The total number of incidents involving seclusion;
3. The total number of seclusions in a locked room;
4. The total number of students placed in restraint;
5. The total number of students placed in seclusion;
6. The total number of incidents that resulted in injuries or death to students or staff as a result of the use of restraint or seclusion;
7. The total number of students placed in restraint or seclusion more than 10 times in a school year and an explanation of what steps have been taken by the district to decrease the use of restraint and seclusion for each student;
8. The total number of restraint or seclusion incidents carried out by untrained individuals;
9. The demographic characteristics<sup>2</sup> of all students upon whom physical restraint and/or seclusion was imposed;
10. The total number of rooms available for use by the district for seclusion of a student and a description of the dimensions and design of the rooms.

This report shall be made available to the Board and to the public at the district's main office and on the district's website.

At least once each school year the public shall be notified as to how to access the report.

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

The complainant, whether an organization or an individual, may appeal a district's final decision to the Oregon Department of Education pursuant to OAR 581-002-0001 – 581-002-0023.

The superintendent shall develop administrative regulations to carry out the requirements set forth in this policy and to meet any additional requirements established by law related to the use, reporting and written documentation of the use of physical restraint or seclusion by district personnel.

**END OF POLICY**

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

<sup>2</sup> Including race, ethnicity, gender, disability status, migrant status, English proficiency and status as economically disadvantaged, unless the demographic information would reveal personally identifiable information about an individual student.

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Legal Reference(s):

[ORS 339.303](#)  
[ORS.161.205](#)  
[ORS 339.250](#)  
[OAR 581-021-0061](#)

[ORS 339.294](#)  
[OAR 581-022-2267](#)

[OAR 581-021-0550](#)  
[OAR 581-021-0553](#)  
[OAR 581-021-0556](#)  
[OAR 581-021-0563](#)

[ORS 339.300](#)

[ORS 339.297](#)  
[OAR 581-021-0566](#)  
[OAR 581-021-0568](#)  
[OAR 581-021-0569](#)  
[OAR 581-021-0570](#)



## Central Linn School District 552C

### Revenue Month End For the Period 11/01/2022 through 11/30/2022

Fiscal Year: 2022-2023

	<u>11/01/2022 - 11/30/2022</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
<b>INCOME</b>					
<b>Local Revenue</b>					
Current Year's Taxes (+)	\$2,080,864.02	\$2,148,530.57	\$3,443,744.00	\$1,295,213.43	62.4%
Prior Year's Taxes (+)	\$6,546.73	\$21,163.94	\$70,280.00	\$49,116.06	30.1%
Tuition From Other Districts (+)	\$0.00	\$0.00	\$5,000.00	\$5,000.00	0.0%
Interest Earnings (+)	\$2,528.78	\$7,926.41	\$25,000.00	\$17,073.59	31.7%
Admissions (+)	\$0.00	\$151.30	\$0.00	(\$151.30)	0.0%
Pay to Play (+)	\$3,590.00	\$14,420.00	\$38,000.00	\$23,580.00	37.9%
Contributions & Donations (+)	\$0.00	\$0.00	\$2,000.00	\$2,000.00	0.0%
Misc Revenue (+)	\$13,833.20	\$23,755.01	\$85,000.00	\$61,244.99	27.9%
<b>Sub-total : Local Revenue</b>	<b>\$2,107,362.73</b>	<b>\$2,215,947.23</b>	<b>\$3,669,024.00</b>	<b>\$1,453,076.77</b>	<b>60.4%</b>
<b>Intermediate Revenue</b>					
Severe Disability through ESD (+)	\$0.00	\$0.00	\$18,000.00	\$18,000.00	0.0%
<b>Sub-total : Intermediate Revenue</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$18,000.00</b>	<b>\$18,000.00</b>	<b>0.0%</b>
<b>State Revenue</b>					
School Support Fund (+)	\$319,993.00	\$1,920,343.00	\$3,737,207.00	\$1,816,864.00	51.4%
Common School Fund (+)	\$0.00	\$34,517.10	\$62,880.00	\$28,362.90	54.9%
State Forest Revenue (+)	\$0.00	\$0.00	\$25,000.00	\$25,000.00	0.0%
Small High School Grant (+)	\$0.00	\$0.00	\$45,000.00	\$45,000.00	0.0%
Restricted Grants in Aid (+)	\$0.00	\$8,237.00	\$54,521.00	\$46,284.00	15.1%
<b>Sub-total : State Revenue</b>	<b>\$319,993.00</b>	<b>\$1,963,097.10</b>	<b>\$3,924,608.00</b>	<b>\$1,961,510.90</b>	<b>50.0%</b>
<b>Beginning Fund Balance</b>					
Beginning Fund Balance (+)	\$0.00	\$0.00	\$1,000,000.00	\$1,000,000.00	0.0%
<b>Sub-total : Beginning Fund Balance</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,000,000.00</b>	<b>\$1,000,000.00</b>	<b>0.0%</b>
<b>Total : INCOME</b>	<b>\$2,427,355.73</b>	<b>\$4,179,044.33</b>	<b>\$8,611,632.00</b>	<b>\$4,432,587.67</b>	<b>48.5%</b>
<b>NET ADDITION/(DEFICIT)</b>	<b>\$2,427,355.73</b>	<b>\$4,179,044.33</b>	<b>\$8,611,632.00</b>	<b>\$4,432,587.67</b>	<b>48.5%</b>

End of Report

**Central Linn School District 552C**

**Expenditures Month End For the Period 11/01/2022 through 11/30/2022**

Fiscal Year: 2022-2023

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>							
Instruction							
Elementary K- 6 (+)	\$1,289,899.00	\$104,859.05	\$325,360.78	\$964,538.22	\$839,858.34	\$124,679.88	9.7%
High School Programs (+)	\$1,447,610.00	\$126,313.02	\$358,576.00	\$1,089,034.00	\$971,158.66	\$117,875.34	8.1%
Athletics (+)	\$205,274.00	\$18,821.30	\$40,765.94	\$164,508.06	\$104,066.26	\$60,441.80	29.4%
Early Literacy Program (+)	\$80,939.00	\$7,859.02	\$20,338.32	\$60,600.68	\$51,525.60	\$9,075.08	11.2%
TAG (+)	\$7,200.00	\$0.00	\$0.00	\$7,200.00	\$0.00	\$7,200.00	100.0%
Special Education (+)	\$685,324.00	\$57,916.75	\$168,102.16	\$517,221.84	\$506,967.36	\$10,254.48	1.5%
Alternative Education (+)	\$20,000.00	\$0.00	\$0.00	\$20,000.00	\$0.00	\$20,000.00	100.0%
English Second Language Program (+)	\$54,584.00	\$1,810.25	\$5,302.88	\$49,281.12	\$20,373.65	\$28,907.47	53.0%
Sub-total : Instruction	\$3,790,830.00	\$317,579.39	\$918,446.08	\$2,872,383.92	\$2,493,949.87	\$378,434.05	10.0%
Support Services							
Guidance Services (+)	\$23,458.00	\$1,531.35	\$3,823.14	\$19,634.86	\$10,662.54	\$8,972.32	38.2%
Health/ Homeless Liason Services (+)	\$52,100.00	\$18,789.58	\$53,676.35	(\$1,576.35)	\$78,620.10	(\$80,196.45)	-153.9%
Service Direction (+)	\$160,890.00	\$13,801.18	\$67,488.92	\$93,401.08	\$98,832.82	(\$5,431.74)	-3.4%
Library Services (+)	\$64,386.00	\$7,332.09	\$17,972.21	\$46,413.79	\$44,751.77	\$1,662.02	2.6%
Board of Education Services (+)	\$226,456.00	\$6,986.15	\$71,833.00	\$154,623.00	\$47,695.50	\$106,927.50	47.2%
Executive Administration Services (+)	\$334,160.00	\$28,753.38	\$148,229.74	\$185,930.26	\$187,670.60	(\$1,740.34)	-0.5%
Office of the Principal Services (+)	\$577,244.00	\$50,033.40	\$277,046.45	\$300,197.55	\$335,043.71	(\$34,846.16)	-6.0%
Fiscal Services (+)	\$243,908.00	\$20,528.85	\$107,032.88	\$136,875.12	\$130,528.66	\$6,346.46	2.6%
Operations and Maintenance (+)	\$868,742.00	\$58,686.70	\$443,931.76	\$424,810.24	\$370,284.97	\$54,525.27	6.3%
Security Services (+)	\$0.00	\$5,537.23	\$13,402.60	(\$13,402.60)	\$37,501.94	(\$50,904.54)	0.0%
Student Transportation Services (+)	\$623,803.00	\$58,331.54	\$186,543.64	\$437,259.36	\$324,497.56	\$112,761.80	18.1%
Technology Services (+)	\$145,130.00	\$13,846.68	\$90,699.99	\$54,430.01	\$41,166.86	\$13,263.15	9.1%
Retiree Insurance (+)	\$15,500.00	\$851.52	\$7,231.49	\$8,268.51	\$2,135.52	\$6,132.99	39.6%
Sub-total : Support Services	\$3,335,777.00	\$285,009.65	\$1,488,912.17	\$1,846,864.83	\$1,709,392.55	\$137,472.28	4.1%
Long Term Debt Service							
Bus loans (+)	\$10,032.00	\$10,031.22	\$10,031.22	\$0.78	\$0.00	\$0.78	0.0%

Operating Statement with Encumbrance

**Central Linn School District 552C**

**Expenditures Month End For the Period 11/01/2022 through 11/30/2022**

Fiscal Year: 2022-2023

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>	
Cool Schools Loan (+)	\$59,215.00	\$4,931.65	\$24,658.25	\$34,556.75	\$0.00	\$34,556.75	58.4%
Roof Life Extension (+)	\$86,220.00	\$86,215.12	\$86,215.12	\$4.88	\$0.00	\$4.88	0.0%
<b>Sub-total : Long Term Debt Service</b>	<b>\$155,467.00</b>	<b>\$101,177.99</b>	<b>\$120,904.59</b>	<b>\$34,562.41</b>	<b>\$0.00</b>	<b>\$34,562.41</b>	<b>22.2%</b>
<b>Interfund Transfers</b>							
Interfund Transfers (+)	\$653,032.00	\$0.00	\$0.00	\$653,032.00	\$0.00	\$653,032.00	100.0%
<b>Sub-total : Interfund Transfers</b>	<b>\$653,032.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$653,032.00</b>	<b>\$0.00</b>	<b>\$653,032.00</b>	<b>100.0%</b>
<b>Contingency</b>							
Planned Reserves (+)	\$176,526.00	\$0.00	\$0.00	\$176,526.00	\$0.00	\$176,526.00	100.0%
<b>Sub-total : Contingency</b>	<b>\$176,526.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$176,526.00</b>	<b>\$0.00</b>	<b>\$176,526.00</b>	<b>100.0%</b>
<b>Unappropriated Ending Fund Balance</b>							
Unappropriated Ending Fund Balance (+)	\$500,000.00	\$0.00	\$0.00	\$500,000.00	\$0.00	\$500,000.00	100.0%
<b>Sub-total : Unappropriated Ending Fund Balance</b>	<b>\$500,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$500,000.00</b>	<b>\$0.00</b>	<b>\$500,000.00</b>	<b>100.0%</b>
<b>Total : EXPENSES</b>	<b>\$8,611,632.00</b>	<b>\$703,767.03</b>	<b>\$2,528,262.84</b>	<b>\$6,083,369.16</b>	<b>\$4,203,342.42</b>	<b>\$1,880,026.74</b>	<b>21.8%</b>
<b>NET ADDITION/(DEFICIT)</b>	<b>\$8,611,632.00</b>	<b>\$703,767.03</b>	<b>\$2,528,262.84</b>	<b>\$6,083,369.16</b>	<b>\$4,203,342.42</b>	<b>\$1,880,026.74</b>	<b>21.8%</b>

End of Report

**CENTRAL LINN SCHOOL DISTRICT  
ENROLLMENT**

**As of December 6, 2022**

<i>December 2021</i>	<i>November 2022</i>	<i>December 2022</i>
<b>K 34</b>	<b>K 30</b>	<b>K 30</b>
<b>1 33</b>	<b>1 40</b>	<b>1 39</b>
<b>2 32</b>	<b>2 39</b>	<b>2 39</b>
<b>3 32</b>	<b>3 33</b>	<b>3 33</b>
<b>4 47</b>	<b>4 33</b>	<b>4 35</b>
<b>5 37</b>	<b>5 43</b>	<b>5 43</b>
<b>6 32</b>	<b>6 42</b>	<b>6 43</b>
<i>Total 246</i>	<i>Total 260</i>	<i>Total 260</i>
<b>7 44</b>	<b>7 29</b>	<b>7 29</b>
<b>8 50</b>	<b>8 43</b>	<b>8 44</b>
<b>9 46</b>	<b>9 51</b>	<b>9 48</b>
<b>10 52</b>	<b>10 50</b>	<b>10 50</b>
<b>11 57</b>	<b>11 52</b>	<b>11 52</b>
<b>12 54</b>	<b>12 56</b>	<b>12 56</b>
<i>Total 303</i>	<i>Total 281</i>	<i>Total 281</i>
<b>District Total 549</b>	<b>District Total 541</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**  
**September 2022 = 529**