School Board Agenda
Oregon City School District, August 12, 2019

The Board of Education will meet in Work Session, beginning at 6:00 p.m. in Room 115 at the Jackson Building, 1306 12th Street, Oregon City.

Work Session Agenda:

- Tour of CAIS Career & Technical Education Maker Space
- New Member Orientation

Following the Work Session the Board will meet in Executive Session, in Room 115 at the Jackson Building, 1306 12th Street, Oregon City, to consider discuss student matters pursuant to ORS 192.660(2)(d) and (e).

NOTICE TO MEDIA: In accordance with ORS 192.660(4) regarding Executive Sessions, news media representatives may not be allowed to attend portions dealing with collective bargaining strategy or consideration of student expulsion. All other matters discussed in Executive Session must remain undisclosed.

Executive Session Agenda:

- Property
- Collective Bargaining

The Board of Education will meet in Regular Session beginning at 7:00 p.m. in the District Board Room at the Jackson Building, 1306 12th Street, Oregon City.

Please silence all electronic devices before the meeting begins.

Regular Meeting Agenda:

1. CALL TO ORDER

2. FOCUS ON LEARNING
   Oregon City Community Education Summer Program – Laura Poore

3. RECOGNITION AND GOOD NEWS ABOUT OREGON CITY SCHOOLS
   Gardiner Middle School Lunar Ladies – Appollo Next Giant Leap Student (ANGLEs)
   Challenge Crown Prize Winners

4. PATRON INPUT
   Visitors who have not previously arranged with the Superintendent to appear before the Board may be heard by signing in on the form found beside the agenda packets near the door.

5. REPORTS
   Summer Bond Implementation – Wes Rogers
   Bond Finance Report – Susan Dodd
   2019-20 Staffing – Larry Didway
6. BOARD COMMUNICATION
   Ex Officio Members: OCHS, OCEA and OSEA representatives

7. DISCUSSION
   Policy Development — Larry Didway

8. ACTION ITEMS

   A. CONSENT AGENDA
      1. Approve minutes: July 8, 2019 Regular Session
      2. 1920-02 Approve Licensed Appointments
   B. 1920-223 Approve Recommended Increases in the District Meal Prices for
      the 2019-20 School Year
   C. 1920-404 Approve Oregon City School Board Policy Section J
      JHCCA Students – HIV, HBV, and AIDS
      JOA Directory Information
   D. 1920-224 Revision of Approval and Acceptance Oregon Schools Capital
      Improvement Matching (OS CIM) Grant and Authorize Signing of Agreement
   E. 1920-225 Approve Contracts in Excess of $150,000 for 2019-20 School Year

9. Other items requiring action by the Board (addendum)

10. ADJOURNMENT

NEXT MEETING:
   6:00 p.m., August 19, 2019 - Work Session, Conference Room, District Office
   6:00 p.m., September 9, 2019 - Work Session, Conference Room, District Office
   7:00 p.m., September 9, 2019 – Regular Session, Board Room, Jackson Campus
POLICY READINGS
August 12, 2019
2019 POLICY UPDATE

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<td>ICC</td>
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<td>Request for Suspended Driving Privileges - Conduct</td>
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<td>JHFDA-AR 2</td>
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<td>KL</td>
<td>Public Complaints**/**</td>
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SECOND READING, NO ADOPTION

None

ADDITION

| JHCCA           | Students - HIV, HBV, and AIDS                                                                         |
| JOA             | Directory Information                                                                                |

The following symbol(s) are used on some policies:
* May be subject to collective bargaining.
** As used in this policy, the term parent includes legal guardian or person in a parental relationship. The status and duties of a legal guardian are defined in ORS 125.005(4) and 125.300 - 125.325. The determination of whether an individual is acting in a parental relationship, for purposes of determining residency, depends on the evaluation of the factors listed in ORS 419B.373. The determination for other purposes depends on evaluation of those factors and a power of attorney executed pursuant to ORS 109.055. For special education students, parent also includes a surrogate parent, an adult student to whom rights have transferred and foster parent as defined in OAR 581-015-2000.
OSBA Model Sample Policy

Nondiscrimination

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

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

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

The superintendent shall appoint and make known the individuals at the district to contact on issues concerning the Americans with Disabilities Act of 1990 and Americans with Disabilities Act Amendments Act of 2008 (ADA), Section 504 of the Rehabilitation Act of 1973, Titles VI, Title VII of the Civil Rights Act, Title IX of the Education Amendments of 1972, and other civil rights or discrimination issues, and notify students, parents, and staff with their names, office addresses, and phone numbers. The district will publish complaint procedures providing for prompt and equitable resolution of complaints from students, employees and the public, and such procedures will be available at the district’s administrative office and available on the home page of the district’s website.

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

END OF POLICY

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1 Includes discriminatory use of a Native American mascot pursuant to OAR 581-021-0047

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

3 Districts are required to notify students and employees of the name, office address and telephone number of the employee or employees appointed.
Legal Reference(s):

<table>
<thead>
<tr>
<th>Reference</th>
<th>ORS 174.100</th>
<th>ORS 659A.006</th>
<th>ORS 659A.409</th>
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<tbody>
<tr>
<td>ORS 192.630</td>
<td>ORS 659A.009</td>
<td>OAR 581-002-0001 - 002-0005</td>
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<tr>
<td>ORS 326.051(1)(e)</td>
<td>ORS 659A.029</td>
<td>OAR 581-021-0045</td>
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<td>ORS 408.230</td>
<td>ORS 659A.030</td>
<td>OAR 581-021-0046</td>
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<td>ORS 659.805</td>
<td>ORS 659A.040</td>
<td>OAR 581-021-0047</td>
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<td>ORS 659.815</td>
<td>ORS 659A.103-659A.145</td>
<td>OAR 581-021-0049</td>
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<tr>
<td>ORS 659.865</td>
<td>ORS 659A.236</td>
<td>OAR 581-022-2370</td>
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<tr>
<td>ORS 659.870</td>
<td>ORS 659A.309</td>
<td>OAR 839-003</td>
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<td>ORS 659A.003</td>
<td>ORS 659A.321</td>
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OSBA Model Sample Policy

Discrimination Complaint Procedure

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

Step 1: Complaints may be oral or in writing and must be filed with the Building or Department Administrator. Any staff member that receives an oral or written complaint shall report the complaint to the Building or Department Administrator.

The Building or Department Administrator shall investigate and determine the action to be taken, if any, and reply in writing, to the complainant within 10 school days of receipt of the complaint.

Any staff member that receives a written or oral complaint shall report the complaint to the principal.

Step 2: If the complainant wishes to appeal the decision of the principal, he/she may submit a written appeal to the superintendent or designee within five school days after receipt of the Building or Department Administrator’s response to the complaint.

The superintendent or designee may review the Building or Department Administrator’s decision within five school days and may meet with all parties involved. The superintendent or designee will review the merits of the complaint and the Building or Department Administrator’s decision and respond in writing to the complainant within 10 school days.

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

If the Building or Department Administrator is the subject of the complaint, the individual may start at Step 2 and should file a complaint with the superintendent or designee.

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

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

R9/28/47/18/19 PH

Discrimination Complaint Procedure – AC-AR

1-3
The timelines established in each step of this procedure may be extended based upon mutual consent of both parties—the district and the complainant. The overall timeline of this complaint procedure may be extended beyond 90 days from the initial filing of the complaint upon written mutual consent of the district and the complainant.

If the complainant is a person who resides in the district or is a parent or guardian of a student who attends school in the district is not satisfied after exhausting local complaint procedures, the district fails to render a written decision within 30 days of submission of the complaint at any step or fails to resolve the complaint within 90 days, whichever occurs first of the initial filing of the complaint, he/she may appeal in writing to the Superintendent of Public Instruction under the district's final decision to the Deputy Superintendent of Public Instruction under Oregon Administrative Rules (OAR) 581-021-0049 581-002-0001 - 002-0023.

An appeal must meet the criteria found in OAR 581-002-0005(1)(a).
# Discrimination Complaint Form

<table>
<thead>
<tr>
<th>Name of Person Filing Complaint</th>
<th>Date</th>
<th>School or Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student/Parent □ Employee □ Nonemployee □ Job applicant □ (Job applicant) Other □</td>
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</tbody>
</table>

**Type of discrimination:**

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

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

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

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

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

**Suggested solution/resolution/outcome:**

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

This complaint form should be mailed or submitted to the building or department administrator.

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

Reimbursable Meals and Milk Programs
(National School Lunch Program, School Breakfast Program, Special Milk Program and other meal programs)

The district’s nutrition and food services will be operated in accordance with the following requirements:

Meal Pricing Procedures

1. The district may operate the Special Milk Program (SMP) at schools where students do not have access to program meals. Under SMP, the district will choose one of the following options:
   a. Nonpricing (serve SMP milk at no charge to all students);
   b. Pricing programs without a free option (charge all students for SMP milk); or
   c. Pricing programs with a free option (distribute confidential applications for free milk and charge only those students for SMP milk who do not qualify for free milk based on the household’s application or direct certification from Supplemental Nutrition Assistance Programs (SNAP)).

2. Reimbursable meals and afterschool snacks will be priced as a unit.

3. Reimbursable meals and afterschool snacks will be served free or at a reduced price to all children who are determined by the district to be eligible for free or reduced-price meals.

4. Annually, the district will establish prices for reimbursable student meals and afterschool snacks. The price charged to students who do not qualify for free or reduced-price meals or free milk will be established annually by the district in compliance with state and federal laws.

5. The price charged to students who qualify for reduced-price meals will be established annually by the district in compliance with state and federal laws.

Application Procedures

1. Households receiving SNAP or Temporary Assistance to Needy Families (TANF) benefits as identified by Oregon Department of Education (ODE), will be automatically eligible for free meals for the students listed on the official document. Districts must access this document at least three times per year.

2. Students receiving support through the migrant education program, Runaway and Homeless Youth Act, McKinney-Vento Homeless Assistance Act, federal Head Start and state-funded prekindergarten programs, with income eligibility criteria identical or more stringent than federal Head Start, or are in state or court placement foster care, will be automatically eligible for free meals for the students listed on the official documents.

3. Households that submit a confidential application will be notified of their student’s eligibility for free or reduced-price meals. Households that are denied free or reduced-price benefits will be notified in writing using the ODE template letter distributed to the district annually.
4. On a case-by-case basis when a student is known to be eligible for free or reduced-price meal benefits, and the household fails to submit a confidential application, the superintendent or designee may complete an application for the student documenting how he/she knows the household income qualifies the student for free or reduced-price meal benefits. Parents of a student approved for free or reduced-price benefits, when application is made for the student by a school official, will be notified of the decision and given the opportunity to decline benefits.

5. Students who do not qualify for free or reduced-price meal are eligible to participate in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) and will be charged “paid” prices set by the district. “Paid” category students will be treated equally to students receiving free or reduced-price benefits in every aspect of the district’s NSLP, SBP, Child and Adult Care Food Program (CACFP), Summer Food Service Program (SFSP).

6. The district has established a fair hearing process under which a household can appeal a decision with respect to the household’s application for benefits or any subsequent reduction or termination of benefits.

7. In the event of major employers contemplating large layoffs in the attendance area of the district, the district will provide confidential applications and eligibility criteria for free and reduced-price meals to the employer for distribution to affected employees.

Financial Management of the Nonprofit School Food Service

1. The district will maintain a nonprofit school nutrition and food service operation.

2. Revenues earned by the school nutrition and food services will be used only for the operation or improvement of NSLP, SBP, CACFP and SFSP.

3. Lunch and breakfast meals served to teachers, administrators, custodians and other adults not directly involved with the operation of the district’s nutrition and food services will be priced to cover all direct and indirect cost of preparing and serving the meal.¹

4. District nutrition and food services revenues will not be used to purchase land or buildings.

5. The district will limit its nutrition and food services net cash resources to an amount that does not exceed three months average expenditures.

6. The district will maintain effective control and accountability for, and adequately safeguard, all nutrition and food services’ cash, real and personal property, equipment and other assets, and ensure they are used solely for nutrition and food services purposes.

7. The district will meet the requirements for allowable NSLP, SBP, CACFP and SFSP costs as described in 2 C.F.R. 200.

8. In purchasing nutrition and food services goods or services, the district will not accept proposals or bids from any party that has developed or drafted specifications, requirements, statements of work,

¹ For meals with portion sizes equivalent to student meals, the adult meal price will be no less than the amount of reimbursement for a free-eligible meal, plus the value of commodity foods used in the meal preparation.
invitations for bids, requests for proposals, contract terms and conditions or other documents for proposals used to conduct the procurement.

9. All procurement transactions for nutrition and food services goods and services will be conducted according to state, federal and district procurement standards using the applicable cost thresholds.

10. In the operation of its nutrition and food services program, the district will purchase food products where at least 50 percent of the ingredients are produced or processed in the United States, whenever possible.

Civil Rights and Confidentiality Procedures

1. The district will not discriminate against any student because of his/her eligibility for free or reduced-price meals.

2. The district will not discriminate against any student or any nutrition and food services employee because of race, color, national origin, marital status, sex, sexual orientation, parental status, religion, age or disability.

3. The district will assure that all students and nutrition and food services employees are not subject to different treatment, disparate impact or a hostile environment.

4. Established district procedures will be followed for receiving and processing civil rights complaints related to applications for NSLP, SBP, CACFP and SFSP benefits and services, and employment practices with regard to the operation of its NSLP, SBP, CACFP and SFSP. The district will forward any civil rights complaint regarding the district’s nutrition and food services to ODE’s director of Child Nutrition Programs within three days of receiving the complaint.

5. The district will make written or oral translations of all nutrition and food services materials available to all households who do not read or speak English.

6. The district will maintain strict confidentiality of all information obtained through a confidential application for free and reduced-price meals or direct certification, including students’ eligibility for free or reduced-price meals and all household information. The district’s NSLP, SBP, CACFP and SFSP operators are not required to release any information from a student’s confidential application for free or reduced-price meals. No information may be released from a student’s eligibility information without first obtaining written permission from the student’s parent or legal guardian/adult household member signing the application, except as follows:

   a. An individual student’s name and eligibility status may be released without written consent only to persons who operate or administer federal education programs; persons who operate or administer state education or state health programs at the state level; persons evaluating state, education assessment; or persons who operate or administer any other NSLP, SBP, SMP, CACFP, SFSP or SNAP;

   b. Any other confidential information contained in the confidential application for free and reduced-price meals or free milk (e.g., family income, address, etc.) may be released without written consent only to persons who operate or administer the NSLP, SBP, SMP, CACFP, SFSP and the Special Supplemental Nutrition Program for Women, Infants and Children (WIC); the Comptroller General of the United States for audit purposes; and federal, state or...
local law enforcement officials investigating alleged violation of any of the programs listed above.

**Nutrition and Menu Planning**

1. Meals and afterschool snacks served for reimbursement will meet the nutrition standards established by the U.S. Department of Agriculture (USDA) and Oregon Smart Snacks Standards.

2. Meals and afterschool snacks served for reimbursement will meet at least the minimum NSLP, and SBP, CACFP, SFSP requirements for food items and quantities.

3. Meals served for reimbursement will:
   a. Meet all caloric range requirements by grade level;
   b. Meet the maximum standards set for saturated fat;
   c. Meet the maximum standards set for sodium by grade level; and
   d. Meet the requirement for zero grams of trans fats.

4. The district will use the offer versus serve option when serving NSLP lunches to senior high school students. High school students must take at least three of five different food items including one-half cup of fruit or vegetable offered in program lunches.

5. The district will use the offer versus serve option when serving program breakfasts to senior high school students. High school students must take at least three of four food items, including one-half cup of fruit or vegetable offered in program breakfasts.

6. The district will use the offer versus serve option when serving program lunches to students below senior high school grades. Students below high school grades will be required to take three of the five food items, including one-half cup of fruit or vegetable offered in program lunches.

7. The district will use the offer versus serve option when serving program breakfasts to students below senior high school grades. Students below high school grades will be required to take three of the four food items, including one-half cup of fruit offered in program breakfasts.

8. A copy of the Board minutes adopting the offer versus serve policy for students below high school grades for program lunches and/or for all students in the district for program breakfasts, as applicable, will be made available upon request.

**Use and Control of Commodity Foods**

1. The district will accept and use commodity foods in as large a quantity as may be efficiently utilized in the NSLP and SBP, SFSP.

2. The district will maintain necessary safeguards to prevent theft or spoilage of commodity foods.

3. The value of commodity foods used for any food production other than NSLP, SBP, SFSP or afterschool snacks shall be replaced in the food service inventory.

**Accuracy of Reimbursement Claims**
1. The district will claim reimbursement only for reimbursable meals and afterschool snacks served to eligible children.

2. All meals and afterschool snacks claimed for reimbursement will be counted at each dining site at a “point of service” where it can be accurately determined that the meal and afterschool snack meets NSLP, SBP, CACFP and SFSP requirements for reimbursement.

3. The person responsible for determining if the meals and afterschool snacks are reimbursable will be trained to recognize a reimbursable meal.

4. The district official signing the claim for reimbursement will review and analyze monthly meal and afterschool snack counts to ensure accuracy of the claim, before submitting the claim to ODE.

5. Annually, by November 15, the district will verify a random sample of applications according to NSLP verification requirements. Instructions for completing the verification process will be sent by ODE to the district in October each year.

**Food Safety and Sanitation Inspections**

1. The district will maintain necessary facilities for storing, preparing and serving food and milk.

2. Semiannually, the district will schedule food safety inspections with the county Environmental Health Department for each school or dining site under its jurisdiction.

3. The district will maintain health standards in compliance with all applicable state food safety regulations at each school or dining site under its jurisdiction.

**General USDA NSLP/SBP/SMP Requirements**

1. The district will ensure that no student is denied a meal as a disciplinary action.

2. Breakfast will be served in the morning hours, at or near the beginning of the student’s school day.

3. Lunch will be served between the hours of 10 a.m. and 2 p.m.

4. The district will provide substitute foods for students with a disability\(^2\) that restricts their diet when supported by a written statement from a state-licensed health care professional, who is authorized to write medical prescriptions. Substitutions will be provided only when a medical statement from the licensed health care professional is on file at the school. The medical statement must state the nature of the child’s impairment so its effect on the student’s diet is understood, and what must be done to accommodate the impairment. The district will not charge more than the price of the school meal, as determined by the child’s eligibility status, for meals with the accommodation.

5. The district will control the sale of competitive foods.

6. The district will ensure that potable water will be available to students, free of charge for consumption in the place where meals are served during meal service.

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\(^2\) To comply with Section 504 as it relates to a student’s severe food allergy, such as milk, gluten, nut or soy, and including but not limited to diabetes, colitis, etc.
7. The district will notify all households and appropriate staff of its meal charge requirements at the beginning of each school year, upon enrollment of a student or the transfer of a student. The meal charging requirements will be published in the student/parent handbook.

Regardless of the ability to pay, a student shall be provided a reimbursable meal upon request. Parents or guardians may provide written permission to the district to withhold a meal from a student. After five meal charges the district will attempt to certify the student for free or reduced-price meals. At least two attempts to contact the student's parent or guardian for completing a meal application will be made by the district, including offering assistance filling out the application, if appropriate. Communications regarding student charges will be directed to parents or guardians, only.

The sale of foods in competition with the district’s lunch (NSLP) or breakfast (SBP) programs will be allowed in dining sites during lunch and breakfast periods with Board approval only when all income from the food sales accrues to the benefit of the district’s nutrition and food services or accrues to a school or student organization approved by the Board. A copy of the Board minutes approving and defining competitive food sales will be made available upon request.

8. Students will be charged for second servings of meals or portions of meals served.

**Record Keeping**

The following documents will be maintained by the district for three years after the current school year or longer, in the event of an unresolved audit(s), until the audit(s) has been completed:

1. All currently approved and denied confidential applications for free and reduced-price meals, all current direct certification documents, eligibility verification documents and school membership or enrollment lists;

2. Financial records that account for all revenues and expenditures of the district’s nonprofit nutrition and food services programs, including procurement documents;

3. Records (i.e., recipes, ingredient lists and nutrition fact labels or product specifications) that document the compliance with nutrition standards for all program and competitive foods available for sale to students at a school campus;

4. Documents of participation data (i.e. meal counts) from each school in the district to support claims for reimbursement;

5. Production and menu records;

6. Records to document compliance with Paid Lunch Equity;

7. Records to document compliance with Revenue from Nonprogram Foods; and

8. Internal program monitoring documents for NSLP, SBP, afterschool snacks CACFP and SFSP.
OSBA Model Sample Policy

Code: GBDA
Adopted:

**Mother-Friendly Expression of Milk or Breast-feed in the Workplace** *(This applies to a district that employs 250 or more employees)*

The district recognizes that a normal and important role for mothers is to have the option and ability to express milk (or breast-feed) in the workplace. When possible, employees must give reasonable notice of the intent to express milk or breast-feed to Director of Human Resources. Unless otherwise agreed upon by the district and the employee, the district shall provide the employee a 30-minute rest period to express milk or breast-feed during each 4-hour work period, or the major part of a 4-hour work period, to be taken by the employee approximately in the middle of the work period. The district shall provide the employee a reasonable rest period to express milk or breast-feed each time the employee has a need to express milk or breast-feed. If feasible, the employee will take the rest period at the same time as the rest periods or meal periods provided by the district.

The district will make a reasonable effort to provide a location, other than a public restroom or toilet stall, in close proximity to the employee’s work area, where an employee can express milk or breast-feed in private, concealed from view and without intrusion by other employees or the public. “Close proximity” means within walking distance from the employee’s work area that does not appreciably shorten the rest or meal period. If a private location is not within close proximity to the employee’s work area, the district may not include the time taken to travel to and from the location as part of the break period.

The following locations have been identified in each facility for milk expression or breast-feeding:

1. District office: designated conference room;
2. Name of elementary school: Candy Lane, Jennings Lodge, McLoughlin, Redland, Beaver Creek, Gaffney Lane, Holcomb;
3. Name of middle school: Gardiner Middle School, Ogden Middle School;
4. Name of high school: Oregon City High School, Clackamas Academy Industrial Arts, Oregon City School Learning Academy;
5. TMF or Transportation Maintenance Facility;

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1 The designated language identified in this model policy is a requirement of law, but language is not required to be in policy.
2 The list of designated locations and facilities is required to be in policy as per Oregon Revised Statute (ORS) 653.077(10)(b).
3 Must list all elementary schools if more than one within the district.
4 Must list all middle schools if more than one within the district.
5 Must list all high schools if more than one within the district.
6. Jackson Campus, including Jackson Preparatory, Staff, Offices, Barley School including all programs.

END OF POLICY

Legal Reference(s):

ORS 243.650
ORS 653.077
ORS 653.256
OAR 839-020-0051
OSBA Model Sample Policy

Code: GCDA/GDDA

Adopted:

Criminal Records Checks and Fingerprinting *

In a continuing effort to ensure the safety and welfare of students and staff, the district shall require all newly hired employees not requiring licensure under Oregon Revised Statue (ORS) 342.223 to undergo a criminal records check and/or fingerprinting as required by law. Other individuals, as determined by the district, that will have direct, unsupervised contact with students shall submit to criminal records checks and/or fingerprinting as established by Board policy and as required by law.

“Direct, unsupervised contact with students” means contact with students that provides the person opportunity and probability for personal communication or touch when not under direct supervision.

As required by [Pursuant to] state law, a criminal records check and/or fingerprinting-based criminal records checks shall be required of the following individuals:

1. All district individuals employed as or by contractors and their employees and considered by the district to have direct, unsupervised contact with students;

2. All district contractors and their employees who provide early childhood special education or early intervention services in accordance with rules established by the Oregon Department of Education, Child Care Division;

3. Any community college faculty member providing instruction at the site of an early childhood education program, at a school site as part of an early childhood program or at a grade K through 12 school site during the regular school day;

4. Any individual who is an employee of a public charter school and not requiring licensure under ORS 342.223; and

5. Any individual considered for volunteer service with the district who is allowed direct, unsupervised contact with students.

The district will provide the written notice about the requirements of fingerprinting and criminal records checks through means such as staff handbooks, employment applications, contracts or [volunteer] forms.

The district shall require a nationwide fingerprint-based criminal records check based on fingerprinting for a volunteer in the following positions:

1. Head coach;

1 Any individual hired within the last three months. A subject individual does not include an employee hired within the last three months if the district has evidence on file that meets the definition in Oregon Administrative Rule (OAR) 581-021-0510(11)(b).

2 Subject individual requirements are further outlined in GCDA/GDDA-AR – Criminal Records Checks and Fingerprinting.
2. Assistant coach;
3. Overnight chaperone;

The identity of a subject individual requiring fingerprinting will be provided by the district to the authorized fingerprinter for verification. The procedure for processing fingerprint collection is further outlined in GCDA/GDDA-AR - Criminal Records Checks and Fingerprinting.

A subject individual shall be subject to the collection of fingerprint information only after acceptance of either offer of employment or contract from the district and may be charged a fee by the district. A subject individual may request the fee be withheld from the amount otherwise due the individual.

The district shall begin the employment of a subject individual or terms of a district contractor on a probationary basis pending the return and disposition of the required criminal records checks.

When the district is notified of a subject individual who has been convicted of any crimes prohibiting employment or contract will be terminated and/or the individual will not be employed or contracted; or if employed will be terminated. When the district is notified of a subject individual who knowingly made a false statement as to the conviction of any crime, the individual may not be employed or contracted with by the district, or if employed by the district may be terminated. A subject individual who fails to disclose the presence of convictions that would not otherwise prohibit employment or contract with the district as provided by law may not be employed or contracted with by the district. A subject individual who knowingly made a false statement as to the conviction of any crime [may] [will not] be employed or continued with by the district.

The district’s use of criminal history must be relevant to the specific requirements of the position, services or employment.

Fees associated with a criminal records check and/or fingerprinting may be charged.

The superintendent shall develop administrative regulations as necessary to meet the requirements of law.

Appeals

A subject individual may appeal a determination from ODE that prevents employment or eligibility to contract with the district to the Superintendent of Public Instruction as a contested case and will be notified of such in writing by ODE under ORS 183.413-183.470.

A volunteer required to submit to a fingerprint based criminal records check may appeal a determination from a fingerprint-based criminal records checks by ODE that prevents the ability to volunteer with the district to the Superintendent of Public Instruction as a contested case, if the results of the background checks were provided by ODE or ODE’s vendor and will be notified of such in writing by ODE under ORS 183.413-183.470.

END OF POLICY

Legal Reference(s): R664/14/1819 PH1 Criminal Records Checks and Fingerprinting - GCDA/GDDA 2-3
OSBA Model Sample Policy

Code: GCDA/GDDA-AR
Revised/Reviewed:

Criminal Records Checks and Fingerprinting

Requirements

1. Any individual newly hired* and not requiring licensure under Oregon Revised Statute (ORS) 342.223, such as a teacher, administrator, personnel specialist or school nurse, shall be required to undergo a nationwide criminal records check and fingerprinting.

2. Any individual applying for reinstatement of an Oregon license with the Teacher Standards and Practices Commission (TSPC) that has lapsed for more than three years shall be required to undergo a 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 records check and fingerprinting with TSPC.

4. Any district individual hired as or by a contractor and its employees* hired into a position having direct, unsupervised contact with students, as determined by the district, shall be required to undergo a nationwide criminal records 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 records 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, 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 records 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 records check and fingerprinting.

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*Any individual hired within the last three months. A subject individual does not include an employee hired within the last three months if the district has evidence on file that meets the definition in Oregon Administrative Rule (OAR) 581-021-0510(13)(b)

2 A person hired as or by a contractor's and their employees may not be required to submit to fingerprinting until the contractor has been offered a contract by the district.

R6/21/187/18/19 PH

Criminal Records Checks and Fingerprinting – GCDA/GDDA-AR

1-5
8.7. Any individual authorized volunteer allowed by the district for volunteer service into a position allowing that has possible direct, unsupervised contact with students shall be required to undergo an Oregon in-state criminal records check.

9.8. Any volunteer allowed to have direct, unsupervised contact with students, into a volunteer position identified in Board policy 4 by the district as requiring fingerprinting a fingerprint-based criminal records check, shall be required to undergo a nationwide state and national criminal records check and fingerprinting based on fingerprints.

10.9. Any individual authorized by the district for volunteer service that is not likely to have direct, unsupervised contact with students will be required to undergo an Oregon in-state criminal records check.

Exceptions

A newly hired employee 5 is not subject to fingerprinting if the district has evidence on file that the newly hired employee was previously checked through an Oregon and a FBI successfully completed a state and national criminal records check by 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. Evidence of the prior check will be either a copy of the criminal records check 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, and

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 the following notification to individuals subject to criminal records checks and/or fingerprinting:

   a. Such criminal records checks and/or fingerprinting are required by law or Board policy;
   b. Any action resulting from such checks completed by the Oregon Department of Education (ODE) that impact employment, contract or volunteering may be appealed as a contested case to ODE;
   c. All employment or contract offers or the ability to volunteer are contingent upon the results of such checks;
   d. A refusal to consent to a required criminal records check and/or fingerprinting shall result in immediate termination from employment or 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 may result in immediate termination from employment or contract status;
   f. An individual determined to have been convicted of any crime that would prohibit employment or contract will be immediately terminated from employment or contract status;

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3 If the district allows volunteers to have direct, unsupervised contact with students, districts are required to conduct criminal background records checks on these volunteers.

4 See policy GCDA/GDDA – Criminal Records Checks and Fingerprinting.

5 Any individual hired within the last three months.
g. A volunteer candidate who knowingly made a false statement or has been convicted of any of the crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number, may result in immediate termination from the ability to volunteer in the district.

2. The district will provide the written notice described above through such means as staff handbooks, employment applications, contracts or volunteer forms.

Processing and Reporting Procedures

1. Immediately following an offer and acceptance of employment or contract, 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) authorizing such checks and report to an authorized fingerprinter as directed by the district. The district shall send such authorization, any collection of fingerprint information, and the request to ODE pursuant to law.

2. All individuals subject to fingerprinting pursuant to state law are required to report to an authorized fingerprinter for fingerprinting as directed by the district.

3.2. Fingerprinting 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.

   The individual subject to fingerprinting shall be subject only after acceptance of an offer of employment or contract.

4.3. 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.

5.4. The authorized fingerprinter will obtain the necessary identification and fingerprinting and notify ODE of the results. ODE will then review and notify the district of said results as well as the identity of any individual it believes has knowingly made a false statement as to conviction of a crime, has knowingly made a false statement as to conviction of any crime or has a conviction of a crime prohibiting employment, or contract or volunteering.

6.5. A copy of the fingerprinting results will be kept by the district.
Fees

1. Fees associated with criminal records checks and/or fingerprinting for individuals applying for employment with the district and not requiring licensure, including persons hired as or by contractors and their employees, shall be paid by the individual.

2. [Fees are payable [prior to] [within [three] working days of] beginning employment, volunteer service or contract.]

3.2. Fees associated with required criminal records checks for volunteers shall be paid by the district.

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

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

2. Any individual required to submit to a criminal records check and/or fingerprinting in accordance with law may be terminated from employment or contract status, or withdrawal of offer of employment or contract will be made by the Superintendent upon notification from the Superintendent of Public Instruction or 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 be allowed to have direct, unsupervised contact with students that refuses to submit, when required, to a required criminal records check or a fingerprint-based criminal records check to acquire or maintain such a volunteer status in the district in accordance with law and/or Board policy will be denied such ability to volunteer in the district.

5. If the district has been notified by the Superintendent of Public Instruction that an individual volunteer knowingly made a false statement or has a conviction of for any crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number, the individual may be denied the ability to volunteer.

6. 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

6 A person hired as or by a contractor’s and their employees may not be required to submit to fingerprinting until the contractor has been offered a contract by the district.

7 Prior to making a determination that results in this notification and opportunity for a hearing, the Superintendent of Public Instruction may cause an investigation pursuant to OAR 581-021-0511; involved parties shall cooperate with the investigation pursuant to law.

R6/21/14/7/18/19 PH

Criminal Records Checks and Fingerprinting – GCDA/GDDA-AR 4-5
An 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 and will be notified of such in writing by ODE under ORS 183.413—183.470.

A volunteer required to submit to a fingerprint-based criminal records check 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, if the results of the background check were provided by ODE or ODE’s vendor and will be notified of such in writing by ODE under ORS 183.413—183.470.
OSBA Model Sample Policy

Code: IGAI

Adopted:

Human Sexuality, AIDS/HIV, Sexually Transmitted Diseases, Health Education

The district shall provide an age appropriate, comprehensive plan of instruction focusing on human sexuality, HIV/AIDS and sexually transmitted infections and disease prevention in elementary and secondary schools as an integral part of health education and other subjects. Course material and instruction for all human sexuality education courses that discuss human sexuality shall enhance a student’s understanding of sexuality as a normal and healthy aspect of human development. A part of the comprehensive plan of instruction shall provide age-appropriate child sexual abuse prevention instruction for students in kindergarten through grade 12. The district must provide a minimum of four instructional sessions annually; one instructional session is equal to one standard class period. In addition, the HIV/AIDS and sexually transmitted infections and disease prevention education and the human sexuality education comprehensive plan shall provide adequate instruction at least annually, for all students in grades 6 through 8 and at least twice during grades 9 through 12.

Parents, teachers, school administrators, local health departments staff, other community representatives and persons from the medical community who are knowledgeable of the latest scientific information and effective education strategies shall develop the plan of instruction and align it with the Oregon Health Education Standards and Benchmarks.

The Board shall approve the plan of instruction and require that it be reviewed and updated biennially in accordance with new scientific information and effective educational strategies.

Parents of minor students shall be notified in advance of any human sexuality or AIDS/HIV instruction. Any parent may request that his/her child be excused from that portion of the instructional program under the procedures set forth in Oregon Revised Statute (ORS) 336.035(2).

The comprehensive plan of instruction shall include the following information that:

1. Promotes abstinence for school age youth and mutually monogamous relationships with an uninfected partner for adults;
2. Allays those fears concerning HIV that are scientifically groundless;
3. Is balanced and medically accurate;
4. Provides balanced, accurate information and skills-based instruction on risks and benefits of contraceptives, condoms and other disease reduction measures;
5. Discusses responsible sexual behaviors and hygienic practices which may reduce or eliminate unintended pregnancy, exposure to HIV, hepatitis B/C and other sexually transmitted infections and diseases;
6. Stresses the risks of behaviors such as the sharing of needles or syringes for injecting illegal drugs and controlled substances;

7. Discusses the characteristics of the emotional, physical and psychological aspects of a healthy relationship;

8. Discusses the benefits of delaying pregnancy beyond the adolescent years as a means to better ensure a healthy future for parents and their children. The student shall be provided with statistics based on the latest medical information regarding both the health benefits and the possible side effects of all forms of contraceptives including the success and failure rates for prevention of pregnancy, sexually transmitted infections and diseases;

9. Stresses that HIV/STDs and hepatitis B/C can be possible hazards of sexual contact;

10. Provides students with information about Oregon laws that address young people’s rights and responsibilities relating to childbearing and parenting;

11. Advises students of consequences of having sexual relations with persons younger than 18 years of age to whom they are not married;

12. Encourages family communication and involvement and helps students learn to make responsible, respectful and healthy decisions;

13. Teaches that no form of sexual expression or behavior is acceptable when it physically or emotionally harms oneself or others and that it is wrong to take advantage of or exploit another person;

14. Teaches that consent is an essential component of healthy sexual behavior. Course material shall promote positive attitudes and behaviors related to healthy relationships and sexuality, and encourage active student bystander behavior;

15. Teaches students how to identify and respond to attitudes and behaviors which contribute to sexual violence;

16. Validates the importance of one’s honesty, respect for each person’s dignity and well-being, and responsibility for one’s actions;

17. Uses inclusive materials and strategies that recognizes different sexual orientations, gender identities and gender expression;

18. Includes information about relevant community resources, how to access these resources, and the laws that protect the rights of minors to anonymously access these resources; and

19. Is culturally inclusive.

The comprehensive plan of instruction shall emphasize skills-based instruction that:

1. Assists students to develop and practice effective communication skills, development of self-esteem and ability to resist peer pressure;
2. Provides students with the opportunity to learn about and personalize peer, media, technology and community influences that both positively and negatively impact their attitudes and decisions related to healthy sexuality, relationships and sexual behaviors, including decisions to abstain from sexual intercourse;

3. Enhances students' ability to access valid health information and resources related to their sexual health;

4. Teaches how to develop and communicate sexual and reproductive boundaries;

5. Is research based, evidence based or best practice; and

6. Aligns with the Oregon Health Education Content Standards and Benchmarks.

All sexuality education programs emphasize that abstinence from sexual intercourse, when practiced consistently and correctly, is the only 100 percent effective method against unintended pregnancy, sexually transmitted HIV and hepatitis B/C infection and other sexually transmitted infections and diseases.

Abstinence is to be stressed, but not to the exclusion of contraceptives and condoms for preventing unintended pregnancy, HIV infection, hepatitis B/C infection and other sexually transmitted infections and diseases. Such courses are to acknowledge the value of abstinence while not devaluing or ignoring those students who have had or are having sexual relationships. Further, sexuality education materials, including instructional strategies, and activities must not, in any way use shame or fear-based tactics.

Materials and information shall be presented in a manner sensitive to the fact that there are students who have experienced, perpetrated or witnessed sexual abuse and relationship violence.

END OF POLICY

Legal Reference(s):

ORS 336.035
ORS 336.107
ORS 336.455 - 336.475

ORS 339.370 - 339.400
ORS 581-021-0009

OAR 581-022-2030
OAR 581-022-2050
OAR 581-022-2220

HR7/01/17/18/19 | PH

Human Sexuality, AIDS/HIV, Sexually Transmitted Diseases, Health Education** – IGAI
3-3
OSBA Model Sample Policy

Volunteers *

Community patrons who voluntarily contribute their time and talents to the improvement and enrichment of the public schools' instructional and other programs are valuable assets. The Board encourages constructive participation of groups and individuals in the school to perform appropriate tasks during and after school hours under the direction and supervision of professional personnel.

Any person authorized by the district for volunteer service into a position that allows direct, unsupervised contact with students shall be required to undergo an Oregon-in-state criminal records check. Any volunteer allowed to have direct, unsupervised contact with students, in a position identified by the district as requiring a fingerprinting-based criminal records check, shall be required to undergo a nationwide state and national criminal records check and fingerprinting based on fingerprints. (See Board policy GCDA/GDDA - Criminal Records Checks and Fingerprinting and its accompanying administrative regulation.) Any person authorized by the district for volunteer service that will not likely have direct, unsupervised contact with students will be required to undergo an Oregon-in-state criminal records check.

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.

The administration is responsible for the recruitment, use, coordination and training of volunteers. These assignments will be carried out as directed or delegated by the superintendent. Every effort should be made to use volunteer resources in a manner which will ensure maximum contribution to the welfare and educational growth of students.

END OF POLICY

Legal Reference(s):
ORS Chapter 243
ORS 326.607
ORS 332.107
ORS 581-021-05020510 – 021-0512
ORS 839-020-0005

OSBA Model Sample Policy

Code: JED
Adopted:

Student Absences and Excuses**

It is the student’s responsibility to maintain regular attendance in all assigned classes. A student’s absence from school or class will be excused under the following circumstances:

1. Illness of the student, including mental and behavioral health of the student;

2. Illness of an immediate family member when the student’s presence at home is necessary;

3. Emergency situations that require the student’s absence;

4. Student is a dependent of a member of the U.S. Armed Forces who is on active duty or who is called to active duty. The student may be excused for up to seven days during the school year;

5. Field trips and school-approved activities;

6. Medical (dental) appointments. Confirmation of appointments may be required;

7. Other reasons deemed appropriate by the school administrator when satisfactory arrangements have been made in advance of the absence.

Each school shall notify a parents or guardians by the end of the school day if their child has an unplanned absence. The notification will be either in person, by telephone or another method identified in writing by the parent or guardian. If the parent or guardian cannot be notified by the above methods, a message shall be left, if possible.

Additionally, the superintendent will develop procedures whereby those students who are considered truant may be subject to the following penalties: detention, suspension and/or ineligibility to participate in athletics or other activities.

END OF POLICY

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1 U.S. Armed Forces includes the Army, Navy, Air Force, Marine Corps and Coast Guard of the United States; reserve components of the Army, Navy, Air Force, Marines Corps and Coast Guard of the United States; and the National Guard of the United States and the Oregon National Guard.

2 The use of out-of-school suspension or expulsion for discipline of a student in the fifth grade or below, is limited to:
   1. Nonaccidental conduct causing serious physical harm to a student or employee;
   2. When a school administrator determines, based on the administrator’s observation or upon a report from an employee, the student’s conduct poses a threat to the health or safety of students or employees; or
   3. When the suspension or expulsion is required by law.
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OSBA Model Sample Policy

Harassment, Intimidation, Bullying, Cyberbullying, Teen Dating Violence, and Domestic Violence – Student**

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

Harassment, intimidation, or bullying and acts of cyberbullying by students, staff, or third parties toward students is strictly prohibited. Teen dating violence is unacceptable behavior and prohibited.

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

Students whose behavior is found to be in violation of this policy will be subject to consequences and appropriate remedial action which may include discipline, up to and including expulsion. The district may also file a request with the Oregon Department of Transportation to suspend the driving privileges of a student 15 years of age or older who has been suspended or expelled at least twice for assaulting or menacing another student or employee, willful damage or injury to district property, or for the use of threats, intimidation, harassment, or coercion against a district employee or another student.

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

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

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

Definitions

“District” includes district facilities, district premises, and nondistrict property if the student is at any district-sponsored, district-approved, or district-related activity or function, such as field trips or athletic events where students are under the jurisdiction of the district.
“Third parties” include, but are not limited to, coaches, school volunteers, parents, school visitors, service contractors, or others engaged in district business, such as employees of businesses or organizations participating in cooperative work programs with the district and others not directly subject to district control at interdistrict and intradistrict athletic competitions or other school events.

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

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

“Protected class” means a group of persons distinguished, or perceived to be distinguished, by race, color, religion, sex, sexual orientation1, national origin, marital status, familial status, source of income, or disability.

“Teen dating violence” means:

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

“Domestic violence” means abuse by one or more of the following acts between family and/or household members2:

1. Attempting to cause or intentionally, knowingly, or recklessly causing bodily injury;
2. Intentionally, knowingly or recklessly placing another in fear of imminent bodily injury;

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

2 “Family or household members” means any of the following:
1. Spouses;
2. Former spouses;
3. Adult persons related by blood, marriage or adoption;
4. Persons who are cohabiting or who have cohabited with each other;
5. Persons who have been involved in a sexually intimate relationship with each other within two years immediately preceding the filing by one of them of a petition under Oregon Revised Statute 107.716;
6. Unmarried parents of a child.
3. Causing another to engage in involuntary sexual relations by force or threat of force.

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

"Retaliation" means any acts of, including but not limited to, harassment, intimidation or bullying, or cyberbullying toward the victim, a person in response to an actual or apparent reporting of, or participation in the investigation of, harassment, intimidation or bullying, teen dating violence, acts of cyberbullying, or retaliation.

**Reporting**

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

Any student who has knowledge of conduct in violation of this policy or feels they have been harassed, intimidated or bullied, been a victim of teen dating violence or acts of being cyberbullied in violation of this policy is encouraged to immediately report their concerns to the building principal/department supervisor who has overall responsibility for all investigations. Any volunteer who has knowledge of conduct in violation of this policy is encouraged to immediately report their concerns to the building principal/department supervisor. A report from a student or volunteer may be made anonymously. A student or volunteer may also report concerns to a teacher or counselor who will be responsible for notifying the appropriate district official.

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

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

**Training and Education**

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

The district shall incorporate age-appropriate education about teen dating violence and domestic violence into new or existing training programs for students in grade 7 through 12.
The district shall incorporate into existing training programs for staff, information related to the prevention of, and the appropriate response to, acts of harassment, intimidation or bullying, teen dating violence, domestic violence, and acts of cyberbullying and this policy.

Notice

The superintendent shall be responsible for ensuring annual notice of this policy is provided in a student or staff handbook, school and district website, and school and district office. Complaint procedures, as established by the district, shall be followed.

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

END OF POLICY

Legal Reference(s):

ORS 107.705  ORS 332.107  OAR 581-021-0045
ORS 166.065  ORS 339.240  OAR 581-021-0046
ORS 166.155 - 166.165  ORS 339.250  OAR 581-021-0055
ORS 174.100(7)  ORS 339.254  OAR 581-022-2310
ORS 332.072  ORS 339.351 - 339.368  OAR 581-022-2370

OSBA Model Sample Policy

Code: JFCJ
Adopted:

Weapons in the Schools**

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

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

1. A “dangerous weapon” means any weapon, device, instrument, material or substance, which under the circumstances in which it is used, attempted to be used or threatened to be used is readily capable of causing death or serious physical injury;

2. A “deadly weapon” means any instrument, article or substance specifically designed for and presently capable of causing death or serious physical injury;

3. A “firearm” means any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, frame or receiver of any such weapon, any firearm silencer or any destructive device;

4. A “destructive device” means any explosive, incendiary or poison gas component or any combination of parts either designed or intended for use in converting any device into any destructive device or from which a destructive device may be readily assembled. A destructive device does not include any device which is designed primarily or redesigned primarily for use as a signaling, pyrotechnic, line-throwing, safety or similar device.

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

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

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

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

Administrators shall promptly notify the appropriate law enforcement agency of staff reports received and at any other time there is reasonable cause to believe violations have occurred or that a student has been expelled for bringing, possessing, concealing or using a dangerous or deadly weapon, firearm or destructive device. Parents will be notified of all conduct by their student that violates this policy.

Weapons in the Schools** – JFCJ

1-3
Employees shall promptly report all other conduct prohibited by this policy to an administrator.

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

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

Weapons under the control of law enforcement personnel are permitted. The superintendent may authorize other persons to possess weapons for courses, programs and activities approved by the district and conducted on district property including, but not limited to, hunter safety courses, weapons-related vocational courses or weapons-related sports.

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

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

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

END OF POLICY
Legal Reference(s):

<table>
<thead>
<tr>
<th>ORS 161.015</th>
<th>ORS 339.315</th>
<th>OAR 581-053-0230(9)(k)</th>
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<tr>
<td>ORS 166.210 - 166.370</td>
<td>ORS 339.327</td>
<td>OAR 581-053-0330(1)(t)</td>
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<td>ORS 166.382</td>
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<td>ORS 332.107</td>
<td>ORS 809.260</td>
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<td>ORS 339.240</td>
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<tr>
<td>ORS 339.250</td>
<td>OAR 581-053-0010(5)</td>
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</tbody>
</table>

OSBA Model Sample Policy

Use of Restraint and/or Seclusion

The Board is dedicated to the development and application of best practices within the district’s public educational/behavioral programs. It is the intent of the Board to establish this policy and its administrative regulation that defines the circumstances that must exist and the requirements that must be met prior to, during, and after the use of physical restraint and/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, 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 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.

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. "Physical restraint" means the restriction of a student’s actions or movements by one or more persons holding the student or applying physical pressure upon the student or other means.

"Physical restraint" does not include:

a. Touching or holding a student without the use of force for the purpose of directing the student or assisting the student in completing a task or activity. The definition of "physical restraint" does not include the use of mechanical, chemical or prone restraint of a student, as these methods are prohibited by Oregon law, hand or arm to escort the student safely and

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" 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.

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. "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.
5. “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, for standard treatment of the student’s medical or psychiatric condition, and administered as prescribed by a licensed physician or other qualified health professional acting under the professional’s scope of practice.

6. “Prone restraint” means a restraint in which a student is held face down on the floor.

7. “Supine restraint” means a restraint in which a student is held face up on the floor.

The use of physical restraint and/or seclusion is only permitted as a part of a behavioral support plan when other less restrictive interventions would not be effective and the student’s behavior poses a threat of imminent, serious physical harm to the student or others.

Except in the case of an emergency, only staff current in the required training in accordance with the district-designated physical restraint and seclusion training program will implement physical restraint or seclusion with a student. In an emergency, physical restraint and/or seclusion may be used by a school administrator, teacher or other school employee or volunteer as necessary when the student’s behavior poses a reasonable threat of imminent, serious bodily injury to the student or to others. The use of physical restraint or seclusion under these circumstances is only allowed so long as the student’s behavior poses a threat of imminent, serious physical harm to themselves or others. 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 must meet the standards as outlined in Oregon Administrative Rule (OAR) 581-021-0568.

The district shall utilize the Crisis Prevention Institute (CPI) training program of physical restraints and/or seclusion for use in the district. As required by state regulation, the selected program shall be approved by the Oregon Department of Education (ODE) and include, but not limited to, positive behavioral 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/or seclusion.

An annual review of the use of physical restraint and seclusion during the preceding school year shall be completed and submitted to the Superintendent of Public Instruction (OSPI) to ensure compliance with district policies and procedures.

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

1. The total number of incidents of physical restraint;
2. The total number of incidents of seclusion;
3. The total number of seclusions in a locked room;
4. The total number of students placed in physical 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 personnel as a result of the use of physical restraint or seclusion;
7. The total number of students placed in physical restraint and/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 physical restraint and seclusion for each student;
8. The total number of physical-restraint and/or seclusion incidents carried out by untrained individuals;

9. The demographic characteristics\(^1\) 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 annual report shall be made available to the Board and to the public at the district’s main office and on the district’s website and to the Board.

At least once each school year the parents and guardians of students of the district shall be notified about 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 - Public Complaints and KL-AR - Public Complaint Procedure. The complaint procedure is available at the district’s administrative office and is available on the home page of the district’s website.

A complainant, who is a parent or guardian of a student attending school in the district or is a person who resides in the district, may appeal a district’s final decision by the Board to the Deputy Superintendent of Public Instruction as provided pursuant to OAR 581-002-0040-581-022-2370. This appeal process is identified in administrative regulation KL-AR(2) - Appeal to the Deputy Superintendent of Public Instruction.

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

Legal Reference(s):

\(^1\) 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.
OSBA Model Sample Policy

Use of Restraint and/or Seclusion

General Guidelines

1. If restraint or seclusion continues for more than 30 minutes, school staff will attempt to immediately notify parents or guardians verbally or electronically when physical restraint or seclusion was used on their student, by the end of the day on which the incident occurred.

2. Following an incident involving the use of restraint or seclusion, school staff will provide parents or guardians of the student the following:
   a. Verbal or electronic notice of the incident by the end of the school day when the incident occurred.
   b. Written documentation of the incident within 24 hours that provides:
      (1) A description of the physical restraint and/or seclusion, including:
          (a) The date of the physical restraint or seclusion;
          (b) The time the physical restraint or seclusion began and ended, and
          (c) The location of the incident;
      (2) A description of the student’s activity that prompted the use of physical restraint or seclusion;
      (3) The efforts used to de-escalate the situation and the alternatives to physical restraint or seclusion that were attempted;
      (4) The names of personnel staff of the public education program/district who administered the physical restraint or seclusion;
      (5) A description of the training status of the personnel staff of the district who administered the physical restraint or seclusion, including any information that may need to be provided to the parent or guardian; and
      (6) Timely notification of a debriefing meeting to be held and of the parent/s or guardian’s right to attend the meeting.

3. If the physical restraint or seclusion was administered by a person without training, the administrator district will provide that information ensuring written notice is issued to the parent or guardian of the student that includes the lack of training, along with the reason why a person without training administered the physical restraint or seclusion. The administrator will ensure written notice of the same to the superintendent.

4. An administrator will be notified as soon as practicable whenever physical restraint and/or seclusion has been used.

5. If physical restraint or seclusion continues for more than 30 minutes the student must be provided with adequate access to bathroom and water every 30 minutes. If physical restraint or seclusion
continues for more than 30 minutes, every 15 minutes after the first 30 minutes, an administrator for
the public education program must provide written authorization for the continuation of the
physical restraint or seclusion, including providing documentation for the reason the physical
restraint or seclusion must be continued. Whenever physical-restraint or seclusion extends beyond 30
minutes, personnel staff of the district will immediately attempt to verbally or electronically notify a
parent or guardian.

6. A district Physical-Restraint and/or Seclusion Incident Report must be completed and copies
provided to those attending the debriefing meeting for review and comment. The completed
Restraint and/or Seclusion Incident Report Form shall include the following:

a. Name of the student;
b. Name of staff member(s) administering the restraint or seclusion;
c. Date of the restraint or seclusion and the time the restraint or seclusion began and ended;
d. Location of the restraint or seclusion;
e. A description of the restraint or seclusion;
f. A description of the student’s activity immediately preceding the behavior that prompted the
use of restraint or seclusion;
g. A description of the behavior that prompted the use of restraint or seclusion;
h. Efforts to de-escalate the situation and alternatives to restraint or seclusion that were
attempted;
i. Information documenting parent or guardian contact and notification.

7. A documented debriefing meeting must be held within two school days after the use of physical
restraint or seclusion; staff members involved in the intervention must be included in the meeting.
The debriefing team shall include an administrator. Written notes shall be taken and a copy of the
written notes shall be provided to the parent or guardian of the student.

8. If serious bodily injury or death of a student occurs in relation to the use of restraint or seclusion,
written notification of the incident must be provided to the Department of Human Services within 24
hours of the incident.

9. If serious bodily injury or death of a staff member occurs in relation to the use of restraint or
seclusion, written notification of the incident must be provided to the superintendent within 24 hours
of the incident, or to the union representative for the affected person, if applicable.

10. The district will maintain a record of each incident in which injuries or death occurs in relation to the
use of restraint or seclusion.

The completed Physical Restraint and/or Seclusion Incident Report Form shall include the following:

1. Name of the student;

2. Name of staff member(s) administering the physical restraint or seclusion;

3. Date of the physical restraint or seclusion and the time the physical restraint or seclusion began and
ended;

4. Location of the physical restraint or seclusion;
5. A description of the physical restraint or seclusion;

6. A description of the student's activity immediately preceding the behavior that prompted the use of physical restraint or seclusion;

7. A description of the behavior that prompted the use of physical restraint or seclusion;

8. Efforts to de-escalate the situation and alternatives to physical restraint or seclusion that were attempted;

9. Information documenting parent contact and notification; and

10. A summary of the debriefing meeting held.

Physical restraint and/or seclusion as a part of a behavioral support plan in the student's Individual Education Program (IEP) or Section 504 plan.

1. Parent participation in the plan is required.

2. The IEP team that develops the behavioral support plan shall include knowledgeable and trained personnel, including a behavioral specialist and a district representative who is familiar with the physical restraint and seclusion training practices adopted by the district.

3. Prior to the implementation of any behavioral support plan that includes physical restraint and/or seclusion, a functional behavioral assessment must be completed. The assessment plan must include an individual threshold for reviewing the plan.

4. If a student is involved in five incidents in a school year, the team, including a parent or guardian of the student, will form for the purpose of reviewing and revising the student's behavior plan.

Use of physical restraint and/or seclusion in an emergency by school administrator, staff or volunteer to maintain order or prevent a student from harming himself/herself, other students or school staff.

Use of physical restraint and/or seclusion under these circumstances with a student who does not have physical restraint and/or seclusion as a part of their IEP or Section 504 plan, is subject to all of the requirements established by Board policy and this administrative regulation with the exception of those specific to plans developed in an IEP or 504 plan.
OSBA Model Sample Policy

Code: JHFDA
Adopted:

Suspension of a Student’s Driving Privileges**
(Policy required if the district may utilize this process under ORS 339.254.)
DELETE. ORS 339.254 and 339.257 Repealed.

Conduct

The superintendent [or Board] may, under Oregon Revised Statute (ORS) 339.254, make a request to the Oregon Department of Transportation (ODOT) for the suspension of a student’s driving privilege or the right to apply for a driving privilege on the basis of conduct as provided below.

If a request is made, the following requirements will be met:

1. The superintendent will meet with parent or guardian before submitting a request to ODOT;

2. The request to ODOT will be in writing;

3. The student involved is at least 15 years of age;

4. The student has been expelled for bringing a weapon on school property; or

5. The student has been suspended or expelled at least twice for any of the following reasons:
   a. Assaulting or menacing a school employee or another student;
   b. Willful damage or injury to district property;
   c. Use of threats, intimidation, harassment or coercion against a school employee or another student;
   d. Possessing, using or delivering any controlled substance or being under the influence of any controlled substance at a school or on school property or at a school-sponsored activity, function or event.

6. The request to suspend a student’s driving privilege or the right to apply for a driving privilege shall not be for more than one year unless the superintendent [or Board] is filing a second written request. A second request may state suspension of driving privilege until the student reaches 21 years of age;

7. If a driving privilege is suspended the student may apply to ODOT for a hardship permit.

Withdrawal

The superintendent [or Board] may, under ORS 339.257, notify ODOT of the withdrawal from school of a student who is at least 15 years of age and under 18 years of age.

Upon receipt of the district’s notice that a student has withdrawn from school, ODOT shall notify the student that driving privileges will be suspended on the 30th day following the date of notice unless the student presents documentation that complies with ORS 807.066. For purposes of this policy, a student shall be considered to have withdrawn from school if the student has:

CR4/17/17 | PH Suspension of a Student’s Driving Privileges** – JHFDA 1-2
1. More than 10 consecutive school days of unexcused absences; or

2. Fifteen school days total of unexcused absences during a single semester.

Appeals

The student has a right to appeal the superintendent’s [or Board’s] decision through district suspension/expulsion due process procedures.

END OF POLICY

Legal Reference(s):

<table>
<thead>
<tr>
<th>ORS 192.660</th>
<th>ORS 339.250</th>
<th>ORS 807.066</th>
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<tr>
<td>ORS 332.061</td>
<td>ORS 339.254</td>
<td>ORS 807.240</td>
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<tr>
<td>ORS 336.615 to -336.665</td>
<td>ORS 339.257</td>
<td>OAR 581-021-0065</td>
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<td>ORS 339.240</td>
<td>ORS 807.065</td>
<td>OAR 581-021-0070</td>
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</table>
OSBA Model Sample Policy

Request for Suspended Driving Privileges - Conduct

DELETE, ORS 339.254 and 339.257 Repealed.

Name of Student ____________________________________________

Address of Student ____________________________________________

Date of Birth __________________________ ODL Number (if applicable) __________________________

Number of requests to suspend driving privileges on this student: ☐ one  ☐ two or more

Type of privilege requested for suspension:

☐ Driving privileges
☐ Application for driving privileges

Length of suspension requested: ________________

☐ No more than one year
☐ Six months
☐ Six weeks
☐ Other __________________________

If two or more requests for suspension have been made on this student:

☐ [Two years]
☐ [Other __________________________]
☐ Until student is 21 years of age

[Type of infraction:

☐ Expelled for bringing a weapon on school property.
☐ Suspended or expelled at least twice for assaulting or menacing a school employee or another student; for willful damage or injury to district property; for use of threats, intimidation, harassment or coercion against a district employee or another student; or possessing, using or delivering any controlled substance or for being under the influence of any controlled substance at a school or on school property or at a school-sponsored activity, function or event.]

This written request is submitted on ________________ by:

Name: __________________________ Title: __________________________

District: __________________________ Date: __________________________

4/17/17 | PH
**OSBA Model Sample Policy**

**Code:** JHFDA-AR(2)

**Revised/Reviewed:**

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**Notice of Student Withdrawal from School**

**DELETE. ORS 339.254 and 339.257 Repealed.**

<table>
<thead>
<tr>
<th>Student Name (Print Last, First, Middle)</th>
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<tbody>
<tr>
<td>Student Address</td>
<td>City, State</td>
</tr>
<tr>
<td>Date of Birth (MM/DD/YYYY)</td>
<td>Oregon Driver License/ID Number (if known)</td>
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This is a notification that the above named student has withdrawn from school per ORS 339.257. We have established a policy that complies with ORS 339.257 which includes a provision allowing the student to appeal our decision to notify the Department of Transportation of their withdrawal from school.

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<thead>
<tr>
<th>Name of School District or Private School</th>
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<tbody>
<tr>
<td>Address</td>
<td>City, State</td>
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<tr>
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<tr>
<td>☐ School District Superintendent</td>
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</table>
| ☐ School Board Member
| ☐ Superintendent |
| ☐ Authorized Representative of Private School |

<table>
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<tr>
<th>Name of Authorized Person (Please Print)</th>
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<tbody>
<tr>
<td>Signature</td>
<td>Date</td>
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**735-7186 (4-15)**

White copy – DMV, Yellow copy – School

Form STK# 300161

Send to: DMV Driver Suspension
1905 Lana Ave NE
Salem OR 97314

---

1 Request required form from DMV.

4/17/17 PH

Notice of Student Withdrawal from School – JHFDA-AR(2)

1-1
OSBA Model Sample Policy

Public Complaints

Members of the public, parents of students who attend school in the district, persons who reside in the district, staff and students are encouraged to make their concerns about complaints known to the district and to give the district an opportunity to review those concerns and respond to them. Complaints about instructional or learning materials, staff members, discipline, alleged violation of state law (Division 22), Standards, restraint and/or seclusion or retaliation against a student or a student’s parent who in good faith reported information that the student believes is evidence of a violation of state and or federal law, rule or regulation, should approach the principal and, if possible, resolve the problems at this level.

The complainant must follow the complaint procedure as outlined in administrative regulation KL-AR(1) – Public Complaint Procedure.

Complaints about Board policy or administrative regulations should be referred directly to the superintendent.

Complaints against the principal may start at step 3 and should be filed with the superintendent. (See KL-AR(1) – Public Complaint Procedure)

Complaints against the superintendent may start at step 4 and should be referred to the Board chair on behalf of the Board. (See KL-AR(1) – Public Complaint Procedure)

Complaints against the Board as a whole or against an individual Board member may start at step 4 and should be made referred to the Board chair on behalf of the Board. (See KL-AR(1) – Public Complaint Procedure)

Complaints against the Board chair may start at step 4 and may be referred directly to the Board vice chair on behalf of the Board. (See KL-AR(1) – Public Complaint Procedure)

When a complaint is made directly to the Board or to an individual Board member, it will generally be referred to the superintendent for evaluation and possible investigation. A Board member shall not attempt to consider such complaints in any official capacity acting as an individual Board member.

If the person(s) having a complaint fails to resolve the concern with the principal or the superintendent, the person may request that the matter be referred to the Board in any step of the complaint process, the complainant may request that it be moved on to the next step in accordance with the established procedure. (See KL-AR(1) – Public Complaint Procedure). If the Board deems it advisable, it may provide for a hearing of the complaint at an official meeting of the Board.

The superintendent shall develop administrative regulations designed to encourage the timely resolution of public complaints while providing a system of review which will allow both the complainant and other affected parties an opportunity to be heard. (See KL-AR(1) – Public Complaint Procedure)
If a complainant, who is a parent or guardian of a student who attends school in the district, or a person who resides in the district, alleges a violation of Oregon Administrative Rules, Chapter 581, Division 22 (Division 22 State Standards), Oregon Revised Statute (ORS) 339.285 - 339.303 or OAR 581-021-0550 - 581-021-0570 (Restraint and Seclusion), or ORS. 659.852 (Retaliation) and the complaint is not resolved through the complaint process, the complainant may have appeal rights with the district’s final decision to the Deputy Superintendent of Public Instruction as outlined under OAR 581-002-00460001 – 581-002-0023.

If the complaint alleges discrimination pursuant to ORS 659.850 (Discrimination) and the complaint is not resolved at the local level through administrative regulation AC-AR—Discrimination Complaint Procedure, the complaint may meet the criteria to file an appeal with the Superintendent of Public Instruction as outlined in OAR 581-021-0049.

END OF POLICY

Legal Reference(s):

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An appeal must meet the criteria found in OAR 581-002-0005(1)(a)
Anderson v. Central Point Sch. Dist., 746 F.2d 505 (9th Cir. 1984).
Oregon City School District  
School Board Meeting  
Consent Agenda  

Approve Minutes of July 08, 2019

The Board of Education of Oregon City Schools met in regular session on July 08, 2019. Members present were: Director Spiers, Director White, Director Soll, Director Farmer, Director Dahlman, Director Tekorius, and Director Curteman. Present from Administration: Larry Didway, Superintendent, John Ogden, Director of Human Resources, Kyle Laier, Assistant Superintendent, and Todd Nicholson, Director of Special Services. Others: 18.

Director Curteman called the meeting to order at 7:01pm and led the flag salute.

Superintendent Didway led the swearing in of the new Board Members: Pamela White, Steven Soll, Anna Farmer and Scott Dahlman.

A discussion was held on Board Chair and Vice Chair positions.

ELECTION OF BOARD CHAIR AND VICE CHAIR FOR 2019-20:
Resolution 1920-401 Elect Chair for 2019-20: Director Spiers nominated and Director Farmer seconded the motion to nominate Evon Tekorius for 2019-20 Board Chair. The motion was unanimously approved.

Director Tekorius chaired the meeting from this point forward.

Resolution 1920-402 Elect Vice Chair for 2019-20: Director White nominated and Director Tekorius seconded the motion to nominate Director Spiers for 2019-20 Board Vice Chair. The motion was unanimously approved.

Larry Didway recognized Director Curteman for her service, leadership and devotion to the Board Chair position and presented her with an engraved gavel. Director Tekorius also expressed thanks to Director Curteman.

FOCUS ON LEARNING:
Oregon City Nutrition Services Program:
Chris Davison, OC Nutrition Services Program Supervisor, shared with the Board a School Nutrition Program Recap, an Administrative Review Recap, the HHFKA Regulatory Update and a report on the Summer Food Service Program.

A discussion was held on the Summer Food Service Program.

Mr. Davison also shared information on upcoming innovations for the 2019-20 school year which include a new grant for milk dispensers at all locations and possibly during winter break - new décor and menu will be happening at Oregon City High School.

Discussions were also held on food service programs.

OC Together Partnership:
Larry Didway introduced Pam Wilson, Doug Neely, Sarah Fitts and Brian Shaw, members of OC Together Partnership, who shared information on their Summer Message Campaign. Members discussed outreach to students including an all-day 6th grade workshop, media outreach to include signs, ads, inserts and fliers. Mr. Shaw said that funding resources are being looked at for prevention resources.
A discussion was held on components of the program.

GOOD NEWS:
Clackamas Workforce Partnership & Oregon City Enhancement Grant:
Larry Didway discussed the application process for the grant and shared that once implemented further information will be reported back to the Board.

Mr. Didway also introduced new faces at the Board meeting, Todd Nicholson, Director of Special Services, Melissa Berg, Assistant Director of Special Services, Carey Wilhelm, Principal of Oregon City High School, Teresa Brinsfeld, Transportation Supervisor; and Kathleen O'Brien, Assistant Transportation Supervisor.

PATRON INPUT:
No patron input.

REPORTS:
Summer Bond Implementation:
Wes Rogers gave an update on the 2018-19 Bond Program which included information on both Gardiner Middle School and Ogden Middle School construction projects.

Mr. Roger's information included that Pence Construction has been chosen for the Gardiner Middle School Project and occupancy date is projected to be August 2, 2021. TMC Construction has been chosen for the Ogden Middle School Project and the Ogden project may finish at the same time as the Gardiner Project.

A question was asked about environmental goals and Mr. Rogers said those would be showcased in the next report.

Mr. Didway thanked Directors Spiers, Curteman and Tekorius for their involvement in both project meetings.

A discussion was held on upcoming summer bond projects including the Door Lockset Project and the 2 way Digital Radio System Project. Career and Technical Education (CTE) planning and Prototypes at CAIS were shared by Mr. Rogers.

BOARD COMMUNICATION:
None

DISCUSSION:
Policy Development:
Mary Larson shared the process of updating and revising policy, then shared First Reading of Policy.

A discussion was on JHCCA.

ACTION ITEMS:

Director Curteman moved, Director White seconded to approve the consent agenda. The motion was unanimously approved.

Director Spiers moved, Director Soil seconded to approve Resolutions 1920-201 thru 1920-221 Approve Annual Operating Resolutions. The motion was unanimously approved.

Director Curteman moved, Director Spiers seconded to approve Resolution 1920-222 Approve Recommended Increases in the District Meal Prices for the 2019-20 School Year. The motion was unanimously approved.
Director White moved, Director Farmer seconded to approve Resolution 1920-403 Establish 2019-20 School Board Meeting Schedule.

Next meeting dates were shared by Director Tekorius.

Meeting was adjourned at 8:54pm.
Oregon City School District
School Board Meeting
Consent Agenda Continued

1920-02 Approve Licensed Appointments for 2019-20

Contact: John Ogden

Discussion:
These are teachers recommended for approval to fill vacant positions in the District for the 2019-20 school year.

Recommendation:
Approve.

1920-02 APPROVE LICENSED APPOINTMENTS FOR 2019-20
BE IT RESOLVED that the following be appointed to licensed positions for the 2019-20 school year:

<table>
<thead>
<tr>
<th>NAME</th>
<th>POSITION</th>
<th>HIRE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wulff, Logan</td>
<td>5th grade</td>
<td>8/26/2019</td>
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<tr>
<td>Beaver Creek</td>
<td>1.0FTE Prob</td>
<td></td>
</tr>
<tr>
<td>Withum, Katie</td>
<td>6th grade Social Studies</td>
<td>8/26/2019</td>
</tr>
<tr>
<td>OMS</td>
<td>1.0FTE Prob</td>
<td></td>
</tr>
<tr>
<td>Farrow, Adrienne</td>
<td>SLC Teacher</td>
<td>8/26/2019</td>
</tr>
<tr>
<td>OCHS</td>
<td>1.0FTE Prob</td>
<td></td>
</tr>
<tr>
<td>Finck, Teresa</td>
<td>6th gr SS/ELA</td>
<td>8/26/2019</td>
</tr>
<tr>
<td>GMS</td>
<td>1.0FTE Temp</td>
<td></td>
</tr>
<tr>
<td>Pfenning, Aimee</td>
<td>4th grade Teacher</td>
<td>8/26/2019</td>
</tr>
<tr>
<td>John McLoughlin</td>
<td>1.0FTE Prob</td>
<td></td>
</tr>
<tr>
<td>Wills, Tess</td>
<td>Adv. Math</td>
<td>8/26/2019</td>
</tr>
<tr>
<td>OCHS</td>
<td>.50FTE Temp</td>
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</tr>
<tr>
<td>Magana, Christina</td>
<td>Instructional Coach (TOSA)</td>
<td>8/26/2019</td>
</tr>
<tr>
<td>OMS</td>
<td>1.0FTE Prob</td>
<td></td>
</tr>
<tr>
<td>Bauer, Reneca</td>
<td>21st CCLC Site Instructor</td>
<td>8/26/2019</td>
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<tr>
<td>OCSLA</td>
<td>.36FTE Temp</td>
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<tr>
<td>Keller, Ashley</td>
<td>21st CCLC Site Instructor</td>
<td>8/26/2019</td>
</tr>
<tr>
<td>OCSLA</td>
<td>.20FTE Temp</td>
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<tr>
<td>Kelleher, Michael</td>
<td>21st CCLC Site Instructor</td>
<td>8/26/2019</td>
</tr>
<tr>
<td>OCSLA</td>
<td>.25FTE Temp</td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td>Position</td>
<td>Agency</td>
</tr>
<tr>
<td>------------------------</td>
<td>-----------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>Daniel-Hoffman, Dillon</td>
<td>21st CCLC Site Instructor .20FTE Temp</td>
<td>OCSLA</td>
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<tr>
<td>Brewer, Chelsi</td>
<td>Math Teacher</td>
<td>OMS</td>
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<td>Penner, Aubra</td>
<td>Bilingual KDG</td>
<td>Jennings Lodge</td>
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<td>McNeme, Daniel</td>
<td>21st CCLC Site Instructor .40FTE Temp</td>
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<td>Science Teacher</td>
<td>OCSLA</td>
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<td>Schroeder, Sarah</td>
<td>English LA Teacher</td>
<td>GMS</td>
</tr>
<tr>
<td>Husbands, Heidi</td>
<td>SPED – TOSA</td>
<td>Special Services</td>
</tr>
</tbody>
</table>
Oregon City School District  
School Board Meeting  

1920-223 Approve Recommended Increases in the District Meal Prices  
for the 2019-20 School Year  
Contact: Mary Larson  

Discussion:  
An increase in District Meal Prices for the 2019-20 school year is necessary because of rising food and labor costs and the Federal equity pricing requirements. The July board resolution had the incorrect recommended price of $2.75. It should have been $2.80. These financial impacts will necessitate raising the elementary school lunch price from $2.70 to $2.80, middle school lunch price from $3.05 to $3.15, and high school lunch prices from $3.20 to $3.30.

A $0.05 increase is proposed to school breakfast prices; elementary breakfast from $1.35 to $1.40 middle and high school breakfast from $1.70 to $1.75. We are proposing a $0.05 increase in adult breakfast prices from $2.10 to $2.15 to help offset rising food and labor costs.

Reduced price breakfast and lunch will remain the same for 2019-20. State legislation has been proposed for the 2019-2021 biennium to make reduced meals free to eligible participants.

<table>
<thead>
<tr>
<th>Lunch</th>
<th>Current Price</th>
<th>Recommended Price</th>
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</thead>
<tbody>
<tr>
<td>Elementary Lunch</td>
<td>$2.70</td>
<td>$2.80</td>
</tr>
<tr>
<td>Middle School Lunch</td>
<td>$3.05</td>
<td>$3.15</td>
</tr>
<tr>
<td>High School Lunch</td>
<td>$3.20</td>
<td>$3.30</td>
</tr>
<tr>
<td>Reduced Price Lunch</td>
<td>$0.00(1)</td>
<td>No Change</td>
</tr>
<tr>
<td>Adult Lunch</td>
<td>$4.00</td>
<td>No Change</td>
</tr>
<tr>
<td>Milk/ Juice</td>
<td>$0.60(2)</td>
<td>No Change</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Breakfast</th>
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<tr>
<td>Elementary Breakfast</td>
<td>$1.35</td>
<td>$1.40</td>
</tr>
<tr>
<td>Middle School Breakfast</td>
<td>$1.70</td>
<td>$1.75</td>
</tr>
<tr>
<td>High School Breakfast</td>
<td>$1.70</td>
<td>$1.75</td>
</tr>
<tr>
<td>Reduced Price Breakfast</td>
<td>$0.00(1)</td>
<td>No Change</td>
</tr>
<tr>
<td>Adult Breakfast</td>
<td>$2.10</td>
<td>$2.15</td>
</tr>
</tbody>
</table>

| Childcare Services Meals/Snacks | Included in Tuition | Included in Tuition |

*Notes: (1) Reduced prices are set by the Federal Government. The State is proposing legislation to continue paying the reduced price breakfast cost of $0.30 and the reduced price lunch cost of $0.40. The District will implement the Federal and State mandated prices. (2) If the price of milk/ juice rises, the District may need to adjust the price during the 2019-20 school year.

Recommendation:  
Approve.

1920-223 APPROVE RECOMMENDED INCREASE IN DISTRICT MEAL PRICES FOR THE 2019-20 SCHOOL YEAR.
WHEREAS, rising food and labor costs and the Federal equity pricing regulations requires the district to increase meal prices; and

WHEREAS, the fixed price for Pattern Meals and Meal Price Equivalents is increasing to offset the continuing increases in the cost of food and labor; therefore

BE IT RESOLVED that the Board of Directors approves the recommended increase in district meal prices for the 2019-20 school year.
Oregon City School District
School Board Meeting

1920-404 Approve Oregon City School Board Policy Section J

Contact: Mary Larson

Discussion:
Policy JHCCA & JOA were presented at the July 08, 2019 regular meeting for first reading and are recommended for adoption.

Recommendation:
Approve

1920-404 APPROVE OREGON CITY SCHOOL BOARD POLICY SECTION J
BE IT RESOLVED THAT Policy JHCCA and JOA be approved.
Students - HIV, HBV and AIDS**

The district will adhere strictly in policies and procedures to the Oregon Revised Statutes and the Oregon Administrative Rules as they relate to a student infected with HIV or HBV or diagnosed with AIDS\(^1\).

The district recognizes a parent (student) has no obligation to inform the district of an HIV, HBV or AIDS condition and that the student has a right to attend school. If the district is informed of such a student, written guidelines shall be requested of the parent (student). These guidelines shall include who may have the information, who will give the information, how the information will be given and where and when the information will be given.

When informed of the infection, and with written permission from the parent (student), the district will develop procedures for formulating an evaluation team. The team shall address the nature, duration and severity of risk as well as any modification of activities. The team shall continue to monitor the student’s condition.

Notification of alternative education programs shall be made to the parent or eligible student, if an HIV, HBV or AIDS student withdraws from school.

The district shall also develop policies and/or procedures for confidentiality, infection control, student accommodations and public relations/media.

**END OF POLICY**

Legal Reference(s):

<table>
<thead>
<tr>
<th>ORS 326.565</th>
<th>ORS 339.250</th>
<th>OAR 333-018-0000</th>
</tr>
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<tr>
<td>ORS 326.575</td>
<td>ORS 433.008</td>
<td>OAR 333-018-0005</td>
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<tr>
<td>ORS 332.061</td>
<td>ORS 433.045</td>
<td>OAR 581-022-0705</td>
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<tr>
<td>ORS 336.187</td>
<td></td>
<td>OAR 581-022-1660</td>
</tr>
<tr>
<td>ORS 339.030</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

\(^1\)HIV - Human Immunodeficiency Virus; HBV - Hepatitis B Virus; AIDS - Acquired Immune Deficiency Syndrome
Directory Information**

"Directory information" means those items of personally identifiable information contained in a student education record which is not generally considered harmful or an invasion of privacy if released. The following categories are designated as directory information. The following directory information may be released to the public through appropriate procedures:

1. Student’s name;
2. Student’s address;
3. Student’s telephone listing;
4. Student’s electronic address;
5. Student’s photograph;
6. Date and place of birth;
7. Major field of study;
8. Participation in officially recognized sports and activities;
9. Weight and height of athletic team members;
10. Dates of attendance;
11. Grade level;
12. Degrees, honors or awards received;
13. Most recent previous school or program attended.

Public Notice

The district will give annual public notice to parents of students in attendance and students 18 years of age or emancipated. The notice shall identify the types of information considered to be directory information, the district’s option to release such information and the requirement that the district must, by law, release secondary students’ names, addresses and telephone numbers to military recruiters and/or institutions of higher education, unless parents or eligible students request the district withhold this information. Such notice will be given prior to release of directory information.
Exclusions

Exclusions from any or all directory categories named as directory information or release of information to military recruiters and/or institutions of higher education must be submitted in writing to the principal by the parent, student 18 years of age or emancipated student within 15 days of annual public notice. A parent or student 18 years of age or an emancipated student, may not opt out of directory information to prevent the district from disclosing or requiring a student to disclose their name or from requiring a student to disclose a student ID card or badge that exhibits information that has been properly designated directory information by the district in this policy.

Directory information shall be released only with administrative direction.

Directory information considered by the district to be detrimental will not be released.

Information will not be given over the telephone except in health and safety emergencies.

At no point will a student’s Social Security Number or student identification number be considered directory information. The district shall not, in accordance with state law, disclose personal information for the purpose of enforcement of federal immigration laws.

END OF POLICY

Legal Reference(s):
ORS 30.864 ORS 326.575
ORS 107.154 ORS 336.187
ORS 326.565 OAR 581-021-0220 to -0430
OAR 581-022-1660

Oregon City School District #62
Oregon City School Board
1920-224 Revision of Approval and Acceptance Oregon Schools Capital Improvement Matching (OSCIM) Grant and Authorize Signing of Agreement
August 12, 2019

Contact: Susan Dodd

Discussion:

On March 11, 2019, the School Board approved Resolution 1819-236 to accept the Oregon Schools Capital Improvement Matching Funds Grant (OSCIM) from the state in the amount of $7,765,853.00. On July 3 2019, the District was informed by the state that it was awarded an additional amount of $234,247 for a new total of $8,000,000. This resolution will replace Resolution 1819-236. The description of the grant and acceptance of it is detailed below:

The 2015 Oregon Legislature passed Senate Bill 447, the Oregon Schools Capital Improvement Matching Grant (OSCIM) program. The intent of this program was to provide matching grant funds to school districts with the hope that these matching funds could help increase community support for school general obligation bond elections. These funds are distributed in the form of matching grants in two different ways. Sixty (60) percent of the grants are awarded on a “priority” basis with, in this case, priority given to smaller, more rural, districts with lower property values. The remaining forty (40) percent of grants are awarded on a “first-in-line” basis, based on when applications are submitted. In order to qualify for OSCIM grant funding, a district must submit to the Oregon Department of Education an application that describes the types of projects the grant dollars will be used to fund, a facilities assessment, and a long-range facility plan. A pro-rated amount of the entire funding pool is allocated for each election cycle, only districts that plan to have a bond ask on that ballot are allowed to apply, and a district must successfully pass its bond measure in order to collect the OSCIM grant dollars. Following a successful November 6, 2018 election, Oregon City School District was notified that the District had been awarded a $7,765,853 million OSCIM grant from the “first-in-line” program. On July 3, 2019, the District was awarded an additional amount of $234,147 amounting to $8,000,000. In order to finalize this OSCIM Grant process the School Board must accept the grant, and authorize and approve the Grant Agreement and the signing of the Grant Agreement. Tonight, the Board will be asked to accept these funds and approve the attached resolution.

The District’s OSCIM grant dollars will contribute to the following project as detailed on the November 6th election ballot:

- Replacement of Gardiner Middle School

The District’s Oversight Committee will ensure that bond proceeds including the OSCIM grant proceeds will be used for the project described above.

Recommendation:

Approve
RESOLUTION NO. 1920-224
A RESOLUTION OF THE OREGON CITY SCHOOL DISTRICT NO. 62 CLACKAMAS COUNTY, OREGON AUTHORIZING THE EXECUTION AN AGREEMENT WITH THE OREGON DEPARTMENT OF EDUCATION (ODE) FOR THE OREGON SCHOOL CAPITAL IMPROVEMENT MATCHING (OS CIM) GRANT PROGRAM

WHEREAS, the Board of Directors (the "Board") of Oregon City School District No. 62 adopted Resolution No. 1819-223 on August 15, 2018 calling a measure election on November 6, 2018 to submit to the electors of the District the question contracting general obligation bonded indebtedness in an aggregate principal amount not to exceed $158,000,000 (the "Bonds") to finance capital costs and related matters; and

WHEREAS, Article XI, Section II of the Oregon Constitution requires majority approval for new or additional ad valorem taxes to repay the Bonds for all May and November elections; and

WHEREAS, the ballot measure for the Bonds was approved by a majority of the District’s voters at the November 6, 2018 election by a 60.8%/39.2%, yes/no vote; and

WHEREAS, the District has qualified to receive a grant of $8,000,000 from the OSCIM Program; and

WHEREAS, the Board of have adopted Resolution No. 1819-227 on November 26th, 2018 authorizing the issuance of a portion of the Bonds in an aggregate principal amount not to exceed $158,000,000, issued in one or more series, to finance projects set forth in the ballot title for the bonds; and

WHEREAS, the bond proceeds, along with the OSCIM grant, are expected to finance the projects for the Bonds to address safety, security, overcrowding, repairs, and construction and improvement of classrooms; and

WHEREAS, the OSCIM grant program requires the Board of Directors to authorize the execution of the State of Oregon Article XI-P General Obligation Bond Program Grant Agreement;

BE IT RESOLVED that the Board of Education of Oregon City School District hereby approves the execution of the state’s OSCIM grant award in the amount of $8,000,000 and authorizes the Superintendent or the District’s Chief Financial Officer to execute the OSCIM Grant Agreement in substantially the form attached to the resolution.
STATE OF OREGON ARTICLE XI-P GENERAL OBLIGATION BOND PROGRAM
GRANT AGREEMENT

This Grant Agreement ("Agreement") is made by the State of Oregon, acting by and through its Department of Education ("ODE") and Oregon City School District 62 ("Grantee") for financing of the project referred to above and described in Exhibit A (the "Project"). This Agreement becomes effective only when fully signed and approved as required by applicable law.

This Agreement includes the following exhibits, incorporated into and made a part of this Agreement:

Exhibit A: Project Description
Exhibit A-1: Project Budget
Exhibit B: Evidence of Grantee Authorization and Local GO Bonds Matching Amount
Exhibit C: Form of Disbursement Request
Exhibit D: Project Completion Report

SECTION 1—DEFINITIONS OF KEY TERMS

The following capitalized terms have the meanings assigned below.

“Act” means Article XI-P of the Oregon Constitution and applicable laws of the State, including, without limitation, Oregon Revised Statutes ("ORS") 286A.796 to 286A.806, all as amended from time to time, inclusive.

“Agreement” has the meaning set forth above.

“Bond Counsel” means a law firm that serves as bond counsel to the State because it has knowledge and expertise in the field of municipal law and issues opinions that are generally accepted by purchasers of municipal bonds.

“Bonds” means, the State of Oregon General Obligation Bonds or other obligations which may be issued in one or more series and from time to time pursuant to the Act, a portion of the sale proceeds of which are used to fund the Grant.

“Bond Bill” means the budget authorization for bond issuance established under ORS 286A.035 for the issuance of the Bonds by the State pursuant to the Act.

“Capital Costs” has the meaning given in Article XI-P of the Oregon Constitution.

“Code” means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

“Counsel” means an Assistant or Special Assistant Attorney General of the State who advises the State.
“Default” means an event which, with notice or lapse of time or both, would become an Event of Default.

“Delivery Date” means the date on which the Bonds are issued and the proceeds are delivered to the State.

“Disbursement Request” means the request from the Grantee to ODE for disbursement of all or a portion of the Grant Amount as set forth in Section 4, in the form and containing the information and certifications set forth in Exhibit C.

“Event of Default” has the meaning set forth in Section 8.

“Grant” means the grant funds provided by the State through the Oregon School Capital Improvement Matching Program to match the Grantee’s Local GO Bonds, as further described in Section 2.

“Grant Amount” means the amount of proceeds from the sale of the Bonds, not to exceed $8,000,000.

“Grantee’s Counsel” means local counsel to the Grantee, bond counsel to the Grantee or any combination thereof.

“Local GO Bonds” means the general obligation bonds approved by the voters of the Grantee for the purpose of financing the Project for which the Grantee applied for the Grant from the State.

“Matching Amount” has the meaning set forth in Section 3.

“ODE” has the meaning set forth above.

“Project” means the project identified in the ballot measure title, question and summary approved by the voters of the Grantee, which is attached to Exhibit A.

“Project Completion Deadline” means no longer than 36 months after the respective Delivery Date of the Bonds issued to fund the Project Costs or such longer period of time as may be agreed in writing by the parties to this Agreement.

“Project Costs” means Grantee’s actual costs associated with the Project to the extent those costs are (a) Capital Costs that are necessary and directly used for the Project, (b) capital expenditures for federal income tax purposes within the meaning of Section 1.150-1(b) of the Code, and (c) eligible or permitted uses of the Grant under the Act and this Agreement. Project Costs do not include internal costs charged to the Project by Grantee or payments made to Related Parties. Project Costs do not include any costs that cannot be paid for with proceeds of Bonds the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986.

“Related Parties” means, in reference to governmental units or 501(c)(3) organizations, members of the same controlled group within the meaning of Section 1.150-1(e) of the Code,
and in reference to any person that is not a governmental unit or a 501(c)(3) organization, a related person as defined in Section 144(a)(3) of the Code.

"State" means the State of Oregon, acting by and through its agencies including but not limited to ODE, Treasury, and any other agency authorized to administer proceeds and payment of the Bonds.

"Treasury" means the Office of the State Treasurer of the State of Oregon.

SECTION 2 – GRANT

A. ODE shall provide the Recipient, and the Recipient shall accept from ODE, the Grant in an aggregate amount not to exceed the Grant Amount. The Grant will be made from the proceeds from the sale of the Bonds.

B. Notwithstanding that this Agreement may be executed and delivered by the parties prior to the date the Bonds are issued by the State, nothing in this Agreement is intended to obligate the State to issue the Bonds. The Bonds shall be issued only as provided under the Act, by the State Treasurer, with the concurrence of the Director of the Oregon Department of Administrative Services, subject to (1) the request of the Superintendent of Public Instruction, pursuant to ORS 286A.798(1)(a), and (2) the Bond Bill for the biennium.

C. Notwithstanding that the Grantee may issue its Local GO Bonds with original issue premium or original issue discount, in no event shall the Grant Amount exceed the lesser of (i) the proceeds of the Local GO Bonds received by the Grantee or (ii) the principal amount of the Local GO Bonds.

SECTION 3 – MATCHING AMOUNT

Pursuant to the Act, the Grantee hereby represents, warrants and certifies to the State, Treasury, ODE, Bond Counsel and Counsel that the "matching funds" required under Article XI-P of the Oregon Constitution (the "Matching Amount") shall be evidenced prior to the disbursement of any portion of the Grant by the State to the Grantee, consistent with the requirements of Section 4 of this Agreement. The Matching Amount shall:

(a) meet or exceed the Grant Amount;

(b) be from Local GO Bonds that have been issued by the Grantee; and

(c) be confirmed to the satisfaction of the State, Counsel and Bond Counsel by the delivery of the documentary evidence as set forth in Exhibit B hereto, all of which shall be true and correct.
SECTION 4 – DISBURSEMENTS

A. Disbursement Requests. To receive any portion of the Grant Amount, Grantee shall deliver to ODE its Disbursement Request. Grantee’s Disbursement Request must describe all work performed with particularity and shall itemize and explain all expenses for which reimbursement or direct payment is claimed in detail, including sufficient detail to allow ODE to determine the extent to which such expenses are Capital Costs.

B. Conditions to Disbursements. Notwithstanding that this Agreement may be executed and delivered by the parties prior to the date the Local GO Bonds are issued by the Grantee, the obligation of the State to disburse any portion of the Grant to the Grantee under this Agreement is expressly conditioned on the satisfaction of all of the following conditions on each date of disbursement.

1. Local GO Bonds must be closed and proceeds delivered to the Grantee within six months of the date of the election at which the Local GO Bonds were approved.

2. Delivery of the documentary evidence of the Matching Amount, as required by Section 3(c) of this Agreement, satisfactory to the State, Counsel and Bond Counsel.

3. Execution and delivery of this Agreement by an authorized officer of Grantee and the State.

4. Delivery of an opinion of Grantee’s Counsel that satisfies the requirements set forth in Section 4. C. of this Agreement.

5. The representations, certifications, covenants and warranties made by Grantee in this Agreement are true and correct as if made on such date.

6. There is no Default or Event of Default.

7. The State has received net proceeds from the sale of the Bonds sufficient to make the disbursements, and ODE, in the reasonable exercise of its administrative discretion, has sufficient funding, appropriations, limitations, allotments, allocation and other expenditure authority to authorize the disbursement.

8. The State has received the Certificate from the Grantee’s auditors described in Section 6. F. hereof.

9. Satisfaction of all terms and conditions for disbursements as set forth herein.

C. Opinion of Grantee’s Counsel. On or before the date of the first Disbursement Request, there shall be delivered to the State, Counsel and Bond Counsel, an opinion of Grantee’s Counsel, subject to appropriate assumptions, qualifications, certifications and representations, acceptable to the State, Counsel and Bond Counsel, to the effect that (i) the Grantee has issued valid general obligation bonds (which may be satisfied by a
reliance letter addressed to the State on the approving opinion of bond counsel to the Grantee with respect to the Local GO Bonds; and (ii) this Agreement has been duly executed and delivered by, and constitutes a valid and binding obligation of, Grantee, enforceable against Grantee in accordance with its terms and that Grantee has taken all actions necessary to and has full authority and power to incur and perform its obligations under this Agreement and to receive financing for and to carry out the Project.

D. Disbursement by ODE; Waiver of Conditions.

(1) Upon receipt of a Disbursement Request, satisfaction of the conditions set forth in this Agreement and ODE’s review and approval of the Project Costs set forth in the Disbursement Request, ODE shall disburse or cause to be disbursed the requested portion of the Grant Amount to Grantee as soon as practicable and not later than 30 days after ODE has received the Disbursement Request.

(2) ODE may, in its sole discretion, waive any of the conditions to disbursement set forth in this Agreement and otherwise determine to disburse or cause to be disbursed any portion of the Grant Amount to the Grantee in the event of a written appeal from the Grantee that demonstrates financial need or other unforeseen circumstances.

E. Disbursement Deadline. The State’s obligation to make, and the Grantee’s right to request, disbursements under this Agreement terminates on the Project Completion Deadline.

SECTION 5 – USE OF FINANCIAL ASSISTANCE

F. Use of Proceeds. Grantee shall use disbursements of the Grant only to reimburse itself or to pay directly for Project Costs incurred by Grantee as set forth in and in compliance with Grantee’s certifications in its Disbursement Request.

G. Project Costs Otherwise Paid. Grantee understands that federal tax law prohibits the State and the Grantee from issuing more tax-exempt debt than necessary to pay Project Costs. Accordingly, Grantee may not use any proceeds of the Grant to pay Project Costs that have otherwise been provided for, whether from proceeds of the Grantee’s own tax-exempt debt, by proceeds of a third party grant whose use is restricted to the payment of costs of the Project, or by equity of the Grantee otherwise irrevocably dedicated to pay costs of the Project.

H. Earnings on Bond Proceeds. Any earnings on proceeds of the Bonds will be retained by the State and may be applied to any purposes consistent with the Act and subject to the limitations of the Internal Revenue Code with respect to the use of the proceeds of the Bonds.

I. Unexpended Proceeds. If the full Grant Amount is not required to pay Project Costs that were incurred by Grantee on or before the Project Completion Deadline, the State will
retain the excess and may apply such amounts to any purposes consistent with the Act and subject to the limitations of the Internal Revenue Code with respect to the use of proceeds of the Bonds.

J. No Grant Amounts to Satisfy Matching Amount. The Recipient shall in no circumstances use the Grant Amount to satisfy the Matching Amount requirement of the Act.

SECTION 6 – REPRESENTATIONS AND WARRANTIES OF GRANTEE

Grantee represents and warrants to the State:

K. Organization and Authority.

(1) Grantee is a school district, as defined in ORS 328.001(3), validly created and existing under the laws of the State of Oregon.

(2) The official actions by which Grantee has authorized the Project, the Local GO Bonds and the execution, delivery and performance of this Agreement are attached hereto as set forth in Exhibit B. Grantee will use the Project as set forth in the authorizing documents for its Local GO Bonds attached hereto in Exhibits A and B.

(3) Grantee has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Agreement, (b) incur and perform its obligations under this Agreement, and (c) receive financing for and carry out the Project.

(4) This Agreement has been duly authorized and executed by an authorized representative of Grantee, and when executed by ODE, is legal, valid and binding, and enforceable in accordance with its terms.

L. Full Disclosure. Grantee has disclosed in writing to ODE all facts that reasonably could have a material adverse effect on the Project, or the ability of Grantee to perform all obligations required by this Agreement. Grantee has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading, regarding the Matching Amount, the Grant, the Project and this Agreement. The information contained in this Agreement is true and accurate in all respects.

M. Pending Litigation. Except as disclosed by Grantee in writing to ODE, there is no litigation or formal governmental administrative proceedings, including any environmental or other matters, pending (or to the knowledge of Grantee, threatened) against or affecting Grantee, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Grantee to perform all obligations required by this Agreement.
N. **No Defaults.**

(1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Agreement.

(2) Grantee has not violated, and has not received notice of any claimed violation of, any agreement or instrument related to the Project to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Grantee to perform all obligations required by this Agreement.

O. **Compliance with Existing Agreements and Applicable Law.** The authorization and execution of, and the performance of all obligations required by, this Agreement will not: (i) cause a breach of a material agreement, indenture, mortgage, deed of trust, or other instrument, to which Grantee is a party or by which the Project or any of Grantee’s property or assets may be bound; (ii) violate any provision of the organizational or other documents pursuant to which Grantee was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Grantee, the Project or Grantee’s properties or operations.

P. **Certificate of Capitalization of Project Costs.** Grantee agrees to provide ODE with a certificate from an independent accountant or firm of independent accountants stating that any Project Costs for repair, remediation or deferred maintenance of Grantee facilities are eligible to be capitalized under generally accepted accounting principles promulgated by GASB.

Q. **Governmental Consent.** Grantee has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Agreement and undertaking and completion of the Project, including without limitation, all land use approvals and development permits required under local zoning or development ordinances, state law and federal law for the use of the land on which the Project will be located. “Land use approvals and development permits” includes, but is not limited to, any necessary “land use decision” or “limited land use decision” as those terms are defined by ORS 197.015(10) and (12).

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**SECTION 7 – COVENANTS OF GRANTEE**

Grantee covenants as follows for so long as the Bonds and any obligations issued to refund the Bonds are outstanding:

R. **Compliance with Laws.** Grantee shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Agreement, the Project and the Matching Amount. These laws, rules, regulations and orders are incorporated by reference in this Agreement to the extent required by law.
S. **Reporting Obligations.**

(1) Within 90 days after the Project Completion Date, Grantee shall furnish the State with a final report on Grantee’s expenditure of the Grant and the Matching Amount; and

(2) Grantee shall provide such additional reports as the State may reasonably request from time to time.

T. **Coordination with State.** The Grantee agrees to work with the State to facilitate the cost-effective issuance and sale of the Bonds, and to provide any information and execute such documents, agreement and certificates as the State, Counsel or Bond Counsel may reasonably request in connection with the sale and issuance of the Bonds from time to time.

U. **Real Property.** Legal title to all real property financed with the Grant shall be owned in fee simple by Grantee, free and clear of all encumbrances other than minor encumbrances. Grantee shall maintain a standard form of title insurance policy for the value of the purchase price of the property, and where appropriate will purchase endorsements to that policy in amounts to cover improvements. Where Grantee suffers a loss that is covered by title insurance, insurance proceeds will be used to remedy the loss if possible and if not, proceeds will be paid to the State, not to exceed the amount necessary to call or defease the portion of the Bonds relating to the Project (including all allocable costs of issuance).

V. **Operation and Maintenance of the Project.** Grantee agrees to complete the Project consistent with the approval by the voters of the Grantee of the Local GO Bonds and in accordance with the Project plans, specifications and budget and, if applicable, to contract with competent, properly licensed and bonded contractors and professionals in accordance with the Oregon Public Contracting Code and all other applicable federal, state and local laws regulating projects of the same type and purpose. If applicable, Grantee agrees to have plans and specifications for the Project prepared by a licensed architect or licensed engineer and to require that the Project meets applicable standards of survival in good condition. Prior to commencement of Project construction, if any, Grantee shall require the general contractor for the Project, if any, to procure and maintain in full force and effect throughout the entire time of construction and until one year after the date construction of the Project is complete, a performance and payment bond for the faithful performance and payment of all of the contractor’s obligations for the total cost of the Project. The Grantee shall be named as the obligee on the bond. Grantee shall operate and maintain the Project in good repair and operating condition so as to preserve the public education benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements.

W. **Insurance, Damage.** Grantee shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining
similar facilities. If the Project or any portion is destroyed, insurance proceeds will be used to restore the Project to its prior condition if possible and if not, proceeds will be paid to the State, not to exceed the amount necessary to call or defease the portion of the Bonds relating to the Project (including all allocable costs of issuance), unless Grantee has informed the State in writing that the insurance proceeds will be used to rebuild the Project.

X. **Sales, Leases and Encumbrances.** So long as the Bonds, or any obligations issued to refund the Bonds, are outstanding, Grantee shall not sell, transfer, encumber, lease or otherwise dispose of any property paid for with disbursements of the Grant, unless the State has granted prior, written consent. In the case of sale, lease, exchange, transfer or other disposition of any substantial portion of or interest in the Project, Grantee shall, within 30 days of receipt of any proceeds from such disposition, pay such proceeds to the State, not to exceed the amount necessary to call or defease the portion of the Bonds relating to the Project (including all allocable costs of issuance), for the defeasance or prepayment of debt service on such Bonds, unless the State agrees otherwise in writing.

Y. **Condemnation Proceeds.** If the Project or any portion is condemned, within 30 days of receipt of any condemnation proceeds, Grantee shall pay such proceeds to the State, not to exceed the amount necessary to call or defease the portion of the Bonds relating to the Project (including all allocable costs of issuance), unless Grantee has, after consultation with the State and Bond Counsel, informed the State in writing that the condemnation proceeds will be used to rebuild the Project. The State shall consult with Bond Counsel and Grantee regarding the use of any proceeds paid to the State.

Z. **Financial Records.** Grantee shall keep accurate books and records for the use of the Grant and the Matching Amount, and maintain them according to generally accepted accounting principles established by the Governmental Accounting Standards Board (or any successor thereto) in effect at the time.

AA. **Inspections; Information.** Grantee shall permit the State and any party designated by the State: (i) to inspect the Project and (ii) to inspect and make copies of any accounts, books and records, including, without limitation, Grantee’s records regarding receipts, disbursements, contracts, investments and any other related matters. Grantee shall supply any reports and information related to the Project as the State may reasonably require.

BB. **Records Maintenance.** Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Project, the Grant or the Matching Amount until the date that is three years following the later of the final maturity or earlier retirement of all of the Bonds (including the final maturity or redemption date of any obligations issued to refund the Bonds) or such longer period as may be required by other provisions of this Agreement or applicable law.

CC. **Notice of Default.** Grantee shall give ODE prompt written notice of any Default as soon as any senior administrative or financial officer of Grantee becomes aware of its existence or reasonably believes a Default is likely.
DD. **Indemnity; Release.** To the extent permitted by law, Grantee shall defend, indemnify, save and hold harmless and release the State, its officers and employees from and against any and all claims, demands, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and reasonable attorneys’ fees and expenses at trial, on appeal and in connection with any petition for review, related to: (a) the tax-exempt status of interest on the Bonds and any expenses incurred or amounts paid in connection with an inquiry, investigation, audit or similar proceeding by the Internal Revenue Service, the Securities and Exchange Commission, Municipal Securities Rulemaking Board and any other federal, state, governmental or quasi-governmental body with regulatory jurisdiction over the Bonds arising from the Project or the actions, omissions or representations of Grantee; (b) any federal arbitrage and rebate penalties arising from the actions of Grantee; (c) the construction, use or condition of the Project; and (d) any actual or alleged act or omission by Grantee, or its employees, agents or contractors.

EE. **Representations and Covenants Regarding the Tax-Exempt Status of the Bonds.** Grantee acknowledges that the Grant will be funded with the proceeds of Bonds the interest on which is excluded from gross income for federal tax purposes. Grantee further acknowledges that the tax status of the Bonds could be adversely affected if Grantee’s representations regarding the Project Costs are unreasonable or if Grantee includes, as Project Costs, amounts that are properly characterized as working capital expenditures. Grantee agrees to comply with all applicable provisions of the Code necessary to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes.

### SECTION 8 – EVENTS OF DEFAULT

Any of the following constitutes an “Event of Default” of Grantee:

**FF.** Any false or misleading representation is made by or on behalf of Grantee, in this Agreement or in any document provided by Grantee to the State related to this Grant, the Matching Amount or the Project.

**GG.** Grantee fails to perform any obligation required under this Agreement, other than those referred to in subsection A of this Section 8, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Grantee by ODE, or such longer period as ODE may agree to in writing, if ODE determines Grantee has instituted and is diligently pursuing corrective action.

### SECTION 9 – REMEDIES

**HH.** **Remedies.** Upon any Event of Default, the State may pursue any or all remedies in this Agreement, and any other remedies available at law or in equity (including specific performance, but not including acceleration) to collect amounts due or to become due or
to enforce the performance of any obligation of Grantee. Remedies may include, but are
not limited to:

(1) Terminating ODE’s commitment and obligation to make any further
disbursements of the Grant under this Agreement.

(2) While any of the Grant remains undisbursed, withholding amounts otherwise due
to Grantee.

(3) Requiring repayment of the Grant (including any costs of defeasing the portion of
the Bonds relating to the Project (including all allocable costs of issuance), if
necessary and the State’s costs of exercising its remedies under this Agreement,
including reasonable attorney’s fees and costs.

If, as a result of an Event of Default, the State demands return of the portion of the Grant
moneys related to the Event of Default, the State may deduct such amount from other
payments due from the State or any agency of the State to Grantee and legally available
for such purpose, including but not limited to, any disbursements to Grantee from the
State School Fund (after any moneys paid by ODE under an intercept agreement pursuant
to the State School Bond Guaranty Program, ORS 328.284 or 238.698 or other intercept
agreements entered into prior to the date of this Agreement) and any payment to Grantee
from the State under any other agreement, present or future, between the State or any
agency of the State and Grantee.

II. Application of Moneys. Any moneys collected by the State pursuant to Section 9.A will
be applied first, to pay any reasonable attorneys’ fees and other fees and expenses
incurred by the State; then, to repay any Grant proceeds owed; and last, to pay any other
amounts due and payable under this Agreement.

JJ. No Remedy Exclusive; Waiver; Notice. No remedy available to the State is intended to
be exclusive, and every remedy will be in addition to every other remedy. No delay or
omission to exercise any right or remedy will impair or is to be construed as a waiver of
such right or remedy. No single or partial exercise of any right, power or privilege
under this Agreement will preclude any other or further exercise thereof or the exercise
of any other such right, power or privilege. The State is not required to provide any
notice in order to exercise any right or remedy, except as set forth in Section 8.B.

KK. Default by the State; Remedies of Grantee. In the event the State defaults on any
obligation in this Agreement, Grantee’s remedy will be limited to injunction, special
action, action for specific performance, or other available equitable remedy for
performance of the State’s obligations.
SECTION 10 – MISCELLNEOUS

LL.  **Time is of the Essence.** Grantee agrees that time is of the essence under this Agreement.

MM.  **Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.**

   (1) Nothing in this Agreement gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.

   (2) This Agreement will be binding upon and inure to the benefit of ODE, Grantee, and their respective successors and permitted assigns.

   (3) Grantee may not assign or transfer any of its rights or obligations or any interest in this Agreement without the prior written consent of ODE, which consent will not be unreasonably withheld. ODE may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Grantee shall pay, or cause to be paid to ODE, any fees or costs incurred because of such assignment, including but not limited to reasonable attorneys’ fees of ODE’s Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of the State beyond those in this Agreement, nor ODE’s assignment relieve Grantee of any of its duties or obligations under this Agreement.

   (4) Grantee hereby approves and consents to any assignment or transfer of the administration of this Agreement that ODE deems to be necessary to any other agency of the State.

NN.  **Disclaimer of Warranties; Limitation of Liability.** Grantee agrees that:

   (1) The State makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.

   (2) In no event is the State, any agency of the State or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Agreement or the existence, furnishing, functioning or use of the Project.

OO.  **Notices.** All notices to be given under this Agreement must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this section. Notices may only be delivered by personal delivery or mailed, postage prepaid. Any such notice is effective five calendar days after mailing, or upon actual delivery if personally delivered.
If to ODE: Michael Elliott, School Facilities Coordinator
Department of Education
255 Capitol Street NE
Salem, Oregon 97310

If to Grantee: Susan Dodd, Chief Financial Officer
Oregon City School District #62
1417 12th Street
Oregon City, Oregon 97045

PP. No Construction Against Drafter. This Agreement is to be construed as if the parties
drafted it jointly.

QQ. Severability. If any term or condition of this Agreement is declared by a court of
competent jurisdiction as illegal, invalid or unenforceable, that holding will not
invalidate or otherwise affect any other provision.

RR. Survival. Except as provided in Section 7.K and 7.N, and notwithstanding any other
provision of this Agreement, the obligations of the parties under this Agreement survive
disbursement of the Grant Amount and payment of the Bonds and do not terminate until
the date that the Bonds, including any obligations issued to refund the Bonds are no
longer outstanding.

SS. Amendments, Waivers. This Agreement may not be amended without the prior written
consent of the State (and when required, Counsel or review by Bond Counsel) and
Grantee. This Agreement may not be amended in a manner that is not in compliance
with the Act or the provisions of the Code applicable to obligations bearing interest that
is excludable from gross income. No waiver or consent is effective unless in writing and
executed by the party against whom such waiver or consent is sought to be enforced.
Such waiver or consent will be effective only in the specific instance and for the specific
purpose given.

In the event that federal rules or federal laws change in a manner that affects the
administration of this Agreement, the proceeds of the Bonds or the payment of debt service on
the Bonds, the State and the Grantee agree to cooperate to implement any amendments to
this Agreement that the parties deem necessary.

TT. Attorneys’ Fees and Other Expenses. To the extent permitted by the Oregon
Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising
from this Agreement is entitled to recover its reasonable attorneys’ fees and costs at trial
and on appeal. Reasonable attorneys’ fees cannot exceed the rate charged to the State by
its attorneys.

UU. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon
(without giving effect to its conflicts of law principles) govern all matters arising out of
or relating to this Agreement, including, without limitation, its validity, interpretation,
construction, performance, and enforcement.
Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State only to the extent Congress has appropriately abrogated the State’s sovereign immunity and is not consent by the State to be sued in federal court. This paragraph is also not a waiver by the State of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

VV. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.

WW. False Claims. Grantee will refer to the ODE contact designated to receive notices under this Agreement any credible evidence that a principal, employee, agent, sub-grantee contractor, contractor or other person has submitted a false claim under the False Claims Act, ORS 180.750 to 180.785, or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving funds provided under this Grant Agreement.

M. Execution in Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]
Grantee, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

STATE OF OREGON
acting by and through the
Department of Education

OREGON CITY SCHOOL DISTRICT #62

By: ____________________________________  By: ____________________________________
Name: Rick Crager  Name: Susan Dodd
Title: Assistant Superintendent Office of
Finance and Administration  Title: Chief Financial Officer

Date: ________________________________  Date: ________________________________

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

[ ], Assistant Attorney General
EXHIBIT A – PROJECT DESCRIPTION

Brief description or list of specific projects that will be fully or partially funded with OSCIM Program grant funds

The District is rebuilding Gardner Middle School with some of the proceeds of our 2018 GO bond. We plan to utilize the existing building while constructing a new facility on the site and will apply our entire OSCIM grant to this project. Project is slated to begin major construction in late spring of 2020.
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<th>Total Budget</th>
<th>OSCIM Grant Portion</th>
<th>Total</th>
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</table>
EXHIBIT B – EVIDENCE OF GRANTEE AUTHORIZATION AND LOCAL GO BONDS MATCHING AMOUNT; OTHER CONDITIONS TO DISBURSEMENT

The following shall be attached hereto:

Local GO Bond Documents

- Board Resolution calling the ballot measure election;
- Sample Official Ballots;
- Abstracts of Votes from county elections office(s);
- District’s Determination of Election Results;
- Board Resolution authorizing the issuance of Local GO Bonds;
- Certificate of District evidencing compliance with debt limitations and capacity;
- Executed copy of Approving Opinion of Bond Counsel with Reliance Letter addressed to the State

Grant Agreement Required Documents

- Board Resolution authorizing the execution of the Grant Agreement;
- Opinion of Grantee’s Counsel Required by Section 4. C. of Grant Agreement;
- Certificate from the Grantee’s auditors described in Section 6. F. of Grant Agreement
EXHIBIT C – FORM OF DISBURSEMENT REQUEST

DISBURSEMENT REQUEST

DATED: [insert date of request]

Project Name: [ ]

Bonds: Article XI-P Bond Series Number: 201[ ] Series […]

Date of Grant Agreement: [ ]

Name of Grant Grantee: [ School District]

On behalf of [School District ] (the “Grantee”) I hereby request a total disbursement of $____ (the “Disbursement”) under the Grant Agreement identified above (the “Grant Agreement”). The following representations and certifications are made by the Grantee in connection with this Disbursement Request:

1. As of the date of this Disbursement Request, Grantee has spent a portion of the Grant Amount in the amount of $[____] as detailed on the attached list and documentation.

2. All of the Disbursements requested by this Disbursement Request will be used to reimburse Grantee for payments that Grantee has made or to make payments for Project Costs that are currently payable by Grantee.

3. With respect to amounts of the Disbursement used to reimburse Grantee, none of the expenditures that Grantee has requested for reimbursement were paid from the Matching Amount.

4. Grantee is eligible to receive the Disbursement under the terms of the Grant Agreement, and has satisfied all conditions that the Grant Agreement requires be satisfied for ODE to make the Disbursement.

5. The invoices or other documents provided to ODE in connection with this Disbursement Request evidence that the Project Costs to be paid from the Disbursement have been paid or are currently payable by Grantee.

6. All the Disbursements will be used to pay for Project Costs that have not been previously paid from disbursements under the Grant.

7. Except as disclosed by Grantee in writing to ODE, and attached hereto as an Exhibit, there is no litigation or formal governmental administrative proceedings, including any environmental or other matters, pending (or to the knowledge of Grantee, threatened) against or affecting Grantee, in any court or before any governmental authority or arbitration board or
tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Grantee to perform all obligations required by this Agreement.

8. All representations of Grantee in the Grant Agreement are true and correct on the date of this Reimbursement Request and all warranties by Grantee in the Grant Agreement continue to be in effect.

9. There is no Default or Event of Default occurring under the Grant Agreement.

The certifications in this Disbursement Request are true and accurate to the best of my knowledge and belief, after reasonable investigation.

Capitalized terms that are used but are not defined in this Disbursement Request have the meanings defined for those terms in the Grant Agreement.

[SCHOOL DISTRICT]

By: ________________________________

Name: ________________________________

Title: ________________________________

Date: ________________________________

EXHIBIT C – DISBURSEMENT REQUEST
EXHIBIT D – PROJECT COMPLETION REPORT

[To Be Provided By Grantee Upon Project Completion]