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**DISTRICT GOALS: Improve Student Achievement, K-3 Literacy, On-Time Graduation**

**MEETING AGENDA**

**1. WELCOME**

- A. Call to Order
- B. Flag Salute

**2. AUDIENCE COMMENTS**

This is a time for citizens to address the Board. Public comments will need to be submitted to [ruth.hopkins@lebanon.k12.or.us](mailto:ruth.hopkins@lebanon.k12.or.us) by 4:00 PM on September 10, 2020. The Chair will read them into the record at this time.

- 3. **STAR ASSESSMENT REPORT**, pg 3 **Action: Informational**
- 4. **CET UPDATE** **Action: Informational**
- 5. **PRE-SCHOOL UPDATE** **Action: Informational**
- 6. **OPERATIONAL UPDATE** **Action: Informational**
- 7. **OSBA RESOLUTION**, pg 6 **Action: Vote Required**
- 8. **SIA GRANT AGREEMENT**, pg 14 **Action: Approval Requested**
- 9. **CONSENT AGENDA** **Action: Approval Requested**
  - A. September 10, 2020 Meeting Minutes, pg 40
  - B. October 8, 2020 Meeting Minutes, pg 47
  - C. Policies – First Reading, pg 53

CODE	TITLE
ACB	All Students Belong (NEW)
ACB-AR	Bias Incident Complaint Procedure (NEW)
GBEB GBEB-AR	Communicable Diseases - Staff
GBN/JBA GBN/JBA-AR JBA/GBN JBA/GBN-AR	DELETE ALL FOUR CURRENT POLICIES – Sexual Harassment and Sexual Harassment Complaint Procedure
GBN/JBA JBA/GBN	Sexual Harassment (NEW)
GBN/JBA-AR(1)	Sexual Harassment Complaint Procedure (NEW)

JBA/GBN-AR(1)	
GBN/JBA-AR(2) JBA/GBN-AR(2)	Federal Law (Title IX) Sexual Harassment Complaint Procedure (NEW)
JHCC-AR JHCC	Communicable Diseases - Student
GCAB	Personal Electronic Devices and Social Media - Staff

10. **DEPARTMENT REPORTS**

**Action: Informational**

- A. Operations
- B. Human Resource
- C. Finance, pg 127

11. **COMMUNICATION**

**Action: Informational**

- A. Board
- B. Superintendent

12. **ADJOURNMENT**

Upcoming meeting dates:

December 10, 2020 - Regular Meeting

January 14, 2021 - Regular Meeting

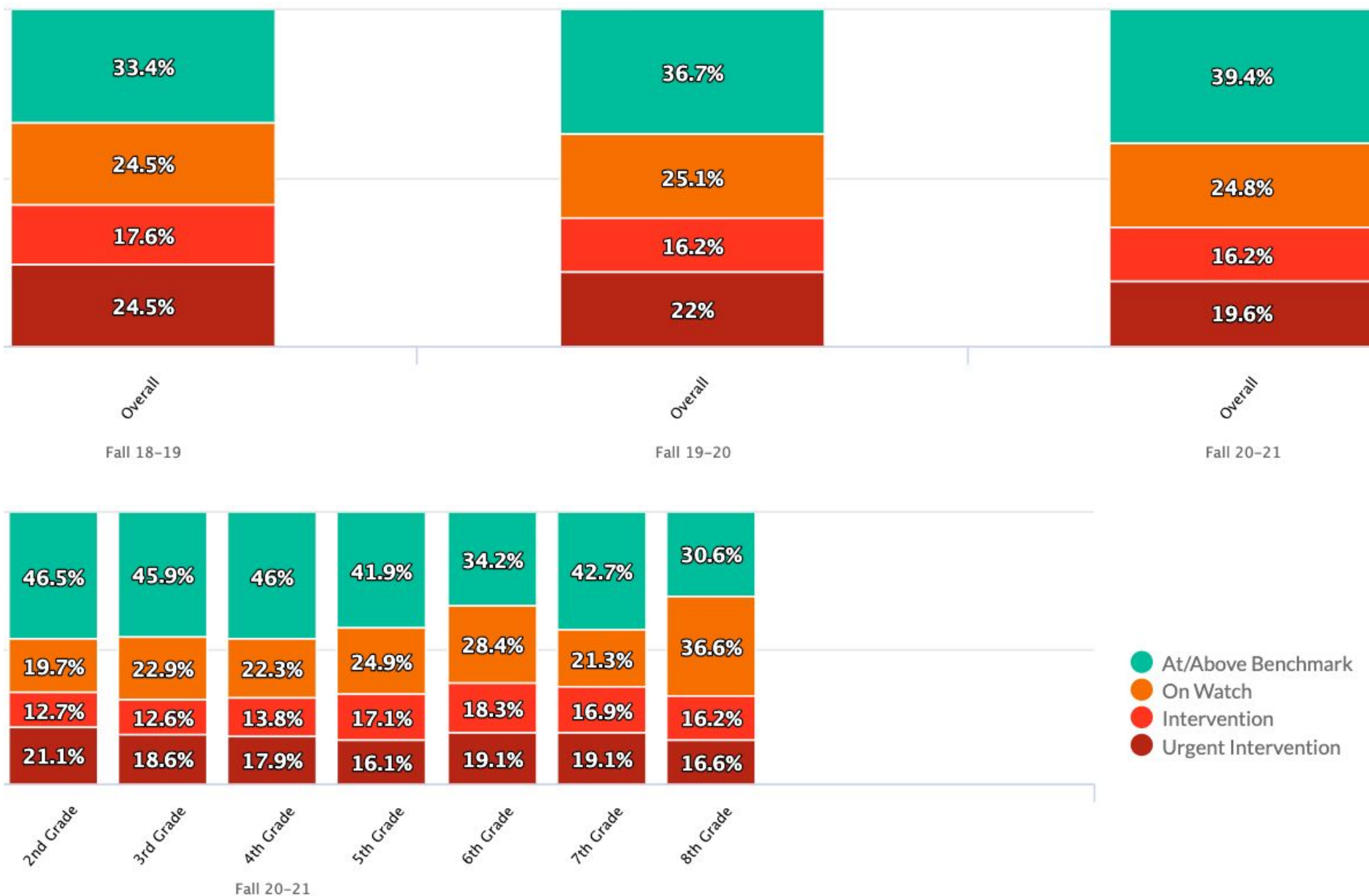
February 11, 2021 - Regular Meeting

# *Agenda Item 3*

*STAR Assessment Report*

## Star Reading Data 2nd through 9th grade

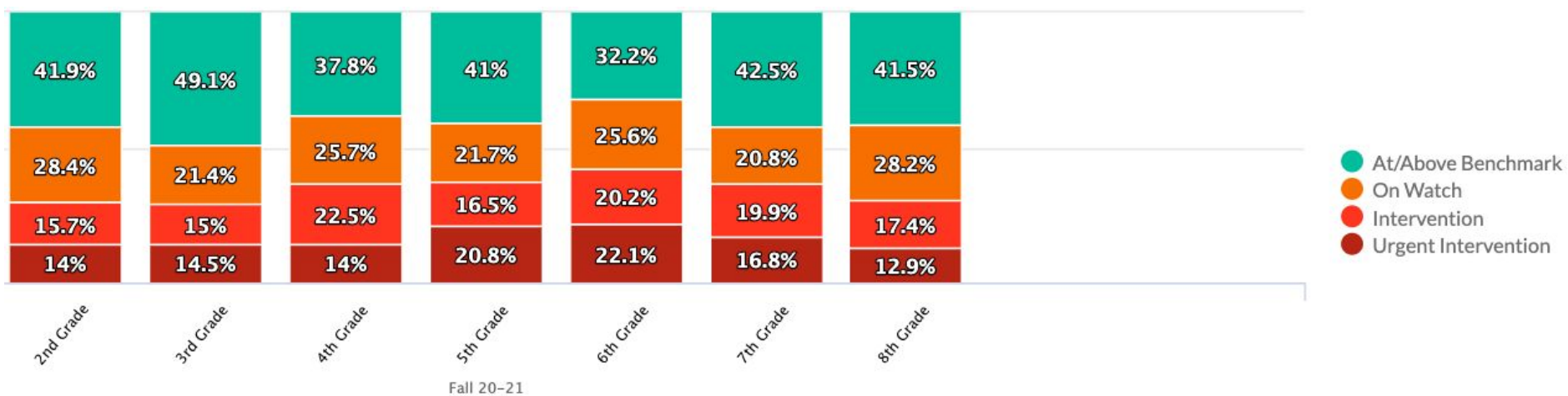
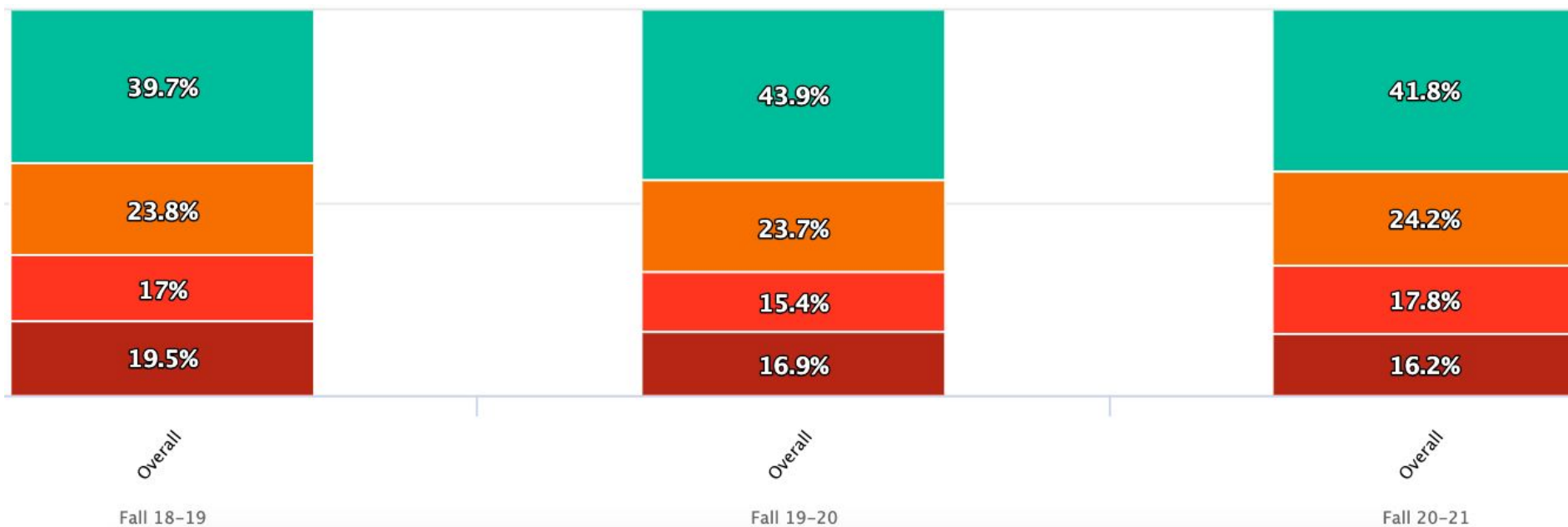
**39.4%** of tested students districtwide are at or above national 50th percentile (pre-pandemic norms)





## Star Math Data 2nd through 9th grade

**41.8%** of tested students districtwide are at or above national 50th percentile (pre-pandemic norms)



# *Agenda Item 7*

*OSBA Resolution*



Dedicated to improving student success and education equity through  
**advocacy, leadership and service**  
to Oregon public school boards.

## Election - OSBA 2020 - 10

### 2020 OSBA Election

#### 1. OSBA Board of Directors Position 10

Vote

No election for Board of Directors Position 10 this year

#### \* 2. Resolution 1 - Adopts the proposed 2021-22 OSBA Legislative Priorities and Principles

#### \* 3. Type the name of the district, ESD or community college board that officially made this vote.

#### \* 4. Type the meeting date when the board officially made this vote.

#### \* 5. Type your name and title.

To retain a record of your vote, you MUST print this page before clicking the Done button.

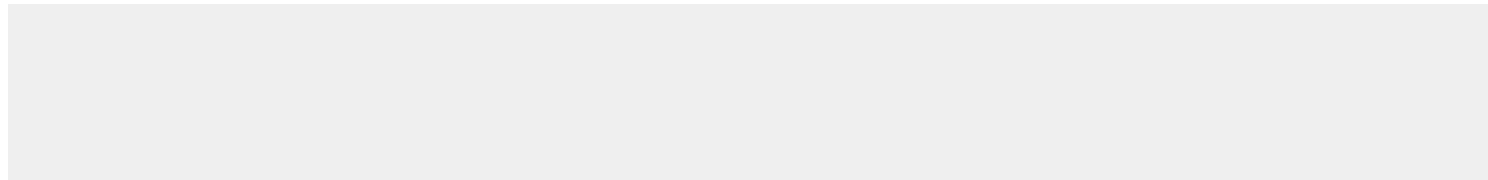
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## **Resolution to adopt the OSBA 2021-2022 Legislative Priorities and Principles as recommended by the Legislative Policy Committee**

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**WHEREAS**, the OSBA Legislative Policy Committee is charged under the OSBA Bylaws with developing the association's recommended Legislative Priorities and Principles, and

**WHEREAS**, the OSBA Legislative Policy Committee met in January, May and June to develop the Proposed OSBA Legislative Priorities and Principles for 2021-22, and

**WHEREAS**, the OSBA Legislative Policy Committee sent the Proposed OSBA Legislative Priorities and Principles for 2021-22 out to the membership of OSBA for comment and suggested changes, and

**WHEREAS**, the overwhelming majority of the comments received by the membership were in support of the Proposed OSBA Legislative Priorities and Principles for 2021-22 developed by the OSBA Legislative Policy Committee, and

**WHEREAS**, the OSBA Legislative Policy Committee met via Zoom video conference call in August to review the feedback received by the membership, and

**WHEREAS**, the OSBA Legislative Policy Committee discussed the feedback from the membership and made no modifications to the Proposed OSBA Legislative Priorities and Principles for 2021-22, and

**WHEREAS**, the OSBA Legislative Policy Committee approved the Proposed OSBA Legislative Priorities and Principles for 2021-22 at its August meeting and urged the OSBA Board of Directors to approve the Proposed OSBA Legislative Priorities and Principles for 2021-22 and place them before the membership for approval.

**THEREFORE, BE IT RESOLVED** by the OSBA Board of Directors that the Proposed OSBA Legislative Priorities and Principles for 2021-22 be placed before the membership for consideration during the 2020 OSBA election season, and

**BE IT FURTHER RESOLVED** that the Proposed OSBA Legislative Priorities and Principles for 2021-22 and a copy of this resolution be forwarded to all member boards of the Association in accordance with the OSBA Board of Directors adopted elections calendar.



## 2021-2022 Legislative Priorities and Principles

Proposed: August 25, 2020

### Preamble

The Oregon School Boards Association (OSBA) remains fiercely committed to advocating on behalf of equity for Oregon's students. Equity is the driving force behind the Student Success Act (HB 3427), and OSBA will remain dedicated to advancing legislation that makes significant impacts for equity across the education spectrum, including investments targeting increased academic achievement for students and legislation to reduce academic disparities for historically underserved students.

OSBA is committed to social justice and assuring Oregon's education system is free of institutional bias through such means as culturally relevant teaching and professional development that promotes cultural competence, and discipline that is free of bias.

OSBA believes funding a strong public education system is the best investment Oregonians can make to strengthen our economy, create thriving communities, and improve the quality of life for every Oregonian.

To accomplish these goals, OSBA will introduce and support legislation to:

# Priorities

## **Promote Adequate, Predictable, and Stable Funding**

The State School Fund rises and falls every two years because Oregon's revenue-raising and funding systems have substantial variance. Stable and adequate funding is crucial to providing a quality education to all students across the education continuum. To ensure stable and adequate funding, OSBA will actively promote legislation that accurately calculates current service level funding for school districts.

## **Protect the 2019 Student Success Act**

The Student Success Act provides local school districts and education service districts unprecedented opportunities to target new funding toward educational programs. OSBA will actively promote legislation to protect the funding allocated for the Student Success Act in order to deliver equitable outcomes for all K-12 students.

## **Close the Opportunity Gap**

In every community a disparity in academic achievement exists between student groups. OSBA will support legislation aimed at closing achievement and opportunity gaps that exist across Oregon's public schools.

## **Contain Cost Drivers**

The costs associated with health care and retirement benefits are eating into funding available for instructional opportunities for students. OSBA will promote legislation that provides relief for districts related to benefit costs controlled by the State.

## **Support Local Governance and Oppose Mandates**

Locally elected officials, local education professionals, and the local community are in the best position to respond to the needs of all students. New mandates must have necessary funding and be researched-based with results indicating increased achievement for all students.

## **Support Capital Improvements**

Students need schools that are safe, comfortable, and appropriate for a modern and/or digital learning environment. OSBA will actively promote the allocation of state-level resources to help pay for construction and capital improvement. OSBA will promote legislation aimed at diversifying the funding methods available to school districts.

## **Ensure Access to Post-Secondary Credits**

All students should have access to post-secondary credit opportunities. OSBA will advocate for a seamless transfer of credits throughout Oregon's higher education system.

## **Address Education Workforce Shortages**

OSBA will promote efforts both state and at the local level to preserve and improve initiatives that combat the workforce shortage. OSBA will advocate for programs that will help districts recruit and retain a diverse and well-prepared workforce.

# Principles

## **Finance**

OSBA supports the allocation of state resources to ensure school districts and education service districts have the necessary resources to equitably and fully support all students' instructional, behavioral, and programmatic needs. OSBA supports appropriate financial tax policy to make Oregon schools competitive, nationally, and globally, including the preservation of other funding options for local district consideration.

## **Student Programs**

OSBA supports high-quality programs that equitably serve all students in obtaining a comprehensive and well-rounded education. OSBA supports new and continued partnerships with education stakeholders to increase educational and career opportunities for students.

## **Student Safety and Wellness**

OSBA supports safe and secure school environments, the physical health and overall well-being of all students, and services that promote social, emotional, and behavioral health.

## **Personnel**

OSBA supports attracting and retaining effective employees to create a healthy, diverse, culturally responsible, safe, and sustainable workforce. OSBA supports local management, local contract negotiations, and continued conversations regarding professional development, licensure, and career advancement for personnel.

## **Governance and Operations**

OSBA believes locally elected school district, ESD, and community college boards are best equipped to make decisions in the best interest of students and communities. OSBA supports cross-system collaboration, alignment, and accountability among education stakeholders and partners.

## **Federal Education Issues**

OSBA will advocate for the federal government to prioritize, streamline, and fully fund programs that support students.



The Oregon School Boards Association is dedicated to improving student success and education equity through advocacy, leadership, and service to Oregon public school boards.



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503-588-2800 | 800-578-OSBA  
[info@osba.org](mailto:info@osba.org) | [www.osba.org](http://www.osba.org)

# *Agenda Item 8*

*SIA Grant Agreement*

# BOARD MEMORANDUM

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**To:** Board of Directors

**From:** Jennifer Meckley, Assistant Superintendent

**Date:** November 6, 2020

**Meeting Date:** November 12, 2020

**Re:** SIA Grant Agreement

For the 2020-2021 school year, the Student Investment Account funds will be distributed at a reduced rate. The amount Lebanon Community Schools will receive is \$1, 079,043.64. The original plan was budgeted for \$ 3,396,030.00.

We prioritized the aspects of our SIA plan based on areas of highest need and greatest possible impact.

**Items included in the reduced allocation:**

Sand Ridge allocation

Bilingual Community Liaison

Bilingual Instruction Assistant

Mental Health Therapist (2)

Kindergarten Instructional Assistants (13)

Translation services

Summer school

Pre-K transition program

**Items not included in the reduced allocation (will be added back in if/when allocations increase):**

TOSA behavior/equity (6)

CTE Teacher middle school

CTE/PE classroom @ SOK

Alternative Education counselor

**Attachment**

Assessment coordinator

Engagement coordinator

SpEd Teacher

Sped Instructional Assistants

Instruments for music program

Enclosed in the Board packet you will find our Student Investment Account Grant Agreement with the state of Oregon. After receiving approval from the Board and allowing public comments, we will submit our signed grant agreement to the state. Upon receipt of our grant agreement, our first of three disbursements will be released.

Throughout the school year, we will be expected to re-visit each aspect of our SIA plan and re-engage with stakeholders to develop a four-year SIA plan which will extend from 2021-2024.

We will also be required to submit quarterly progress and financial reports.

# STATE OF OREGON GRANT AGREEMENT

GRANT NO. 13675

## **"Student Success Act -Student Investment Account"**

This Grant Agreement ("Grant") is between the State of Oregon acting by and through its Department of Education ("Agency") and **Lebanon Community SD 9** ("Grantee"), each a "Party" and, together, the "Parties".

## **SECTION 1: AUTHORITY**

Pursuant to the "Student Success Act", codified at 2019 Oregon Laws Chapter 122 and as amended from time to time (the "Act"). Agency is authorized to distribute funding from the Statewide Education Initiative Account for the purposes described in Section 9 of the Act. Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

## **SECTION 2: PURPOSE**

The purpose of this grant is to provide funding to assist in meeting students' mental or behavioral health needs, and increasing academic achievement and reducing academic disparities for students from racial or ethnic groups that have historically experienced academic disparities, students with disabilities, English language learners, economically disadvantaged students, students who are homeless, and students who are foster children.

## **SECTION 3: EFFECTIVE DATE AND DURATION**

When all Parties have executed this Grant, and all necessary approvals have been obtained ("Executed Date"), this Grant is effective and has a Grant funding start date as of July 1, 2020 ("Effective Date"), and, unless extended or terminated earlier in accordance with its terms, will expire on June 30, 2021.

## **SECTION 4: GRANT MANAGERS**

### **4.1 Agency's Grant Manager is:**

Rachael Moser  
Office of Education Innovation & Improvement  
255 Capitol St NE  
Salem, OR 97310-0203  
[SIInfo@ode.state.or.us](mailto:SIInfo@ode.state.or.us)

### **4.2 Grantee's Grant Manager is:**

Bo Yates  
Lebanon Community SD 9  
485 S 5th St

Lebanon, OR 97355-2602  
bo.yates@lebanon.k12.or.us

**4.3** A Party may designate a new Grant Manager by written notice to the other Party.

## **SECTION 5: PROJECT ACTIVITIES**

Grantee must perform the project activities set forth on Exhibit A (the "Project"), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending June 30, 2021 (the "Performance Period").

## **SECTION 6: GRANT FUNDS**

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$1,079,043.64 ("Grant Funds") for the Project. Agency will pay the Grant Funds from monies available through its Student Investment Account ("Funding Source").

## SECTION 7: DISBURSEMENT GENERALLY

### 7.1 Disbursement.

- 7.1.1** Subject to the availability of sufficient moneys in and from the Funding Source based on Agency's reasonable projections of moneys accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.
- 7.1.2** Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.
- 7.1.3** Grantee may use the Grant Funds for indirect or administrative costs up to the amount allowed by OAR 581-014-0004 (currently the lesser of five percent of Grantee's total expenditures or \$500,000 per annum). The rates described in OAR 581-014-0004 control over any other verbal or written rate(s) provided by Agency, including in any notice of award provided by Agency's Electronic Grants Management System ("EGMS").

### 7.2 Conditions Precedent to Disbursement. Agency's obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

- 7.2.1** Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;
- 7.2.2** No default as described in Section 15 has occurred; and
- 7.2.3** Grantee's representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.

### 7.3 No Duplicate Payment. Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other funds and would result in duplicate funding.

### 7.4 Suspension of Funding and Project. Agency may by written notice to Grantee, temporarily cease funding and require Grantee to stop all, or any part, of the Project dependent upon Grant Funds for a period of up to 180 days after the date of the notice, if Agency has or reasonably projects that it will have insufficient funds from the Funding Source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Grantee must immediately cease all Project activities dependent on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.

If Agency subsequently projects that it will have sufficient funds, Agency will notify Grantee that it may resume activities. If sufficient funds do not become available, Grantee and Agency will work together to amend this Grant to revise the amount of Grant Funds and Project activities to reflect the available funds. If sufficient funding does not become available or an amendment is not agreed to within a period of 180 days after issuance of the notice, Agency will either (i) cancel or modify its cessation order by a supplemental written notice or (ii) terminate this Grant as permitted by either the termination at Agency's discretion or for cause provisions of this Grant.

## SECTION 8: REPRESENTATIONS AND WARRANTIES



**8.1 Organization/Authority.** Grantee represents and warrants to Agency that:

- 8.1.1** Grantee is eligible to accept Grand Funds for this purpose and is duly organized and validly existing under the laws of the State of Oregon;
- 8.1.2** Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (a) execute this Grant, (b) incur and perform its obligations under this Grant, and (c) receive financing, including the Grant Funds, for the Project;
- 8.1.3** This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
- 8.1.4** If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
- 8.1.5** There is no proceeding pending or threatened against Grantee before any court of governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.

**8.2 False Claims Act.** Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.

**8.3 No limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

## SECTION 9: OWNERSHIP

**9.1 Intellectual Property Definitions.** As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:

"Third Party Intellectual Property" means any intellectual property owned by parties other than Grantee or Agency.

"Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.

**9.2 Grantee Ownership.** Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency's behalf, and to sublicense the Work Product to other entities without restriction.



- 9.3 Third Party Ownership.** If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free license allowing Agency and other entities the same rights listed above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.
- 9.4 Real Property.** If the Project includes the acquisition, construction, remodel or repair of real property or improvements to real property, Grantee may not sell, transfer, encumber, lease or otherwise dispose of any real property or improvements to real property paid for with Grant Funds for a period of six (6) years after the Effective Date of this Grant without the prior written consent of the Agency.

## SECTION 10: CONFIDENTIAL INFORMATION

- 10.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively "Confidential Information").
- 10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency's request, Grantee must return or destroy any Confidential Information. If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.

- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-646A.628. If Grantee or its agents discover or are notified of a potential or actual "Breach of Security", as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600 – 628, (collectively, "Breach") with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee's obligations under applicable law.
- 10.4 Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.
- 10.5 Background Check.** If requested by Agency and permitted by law, Grantee's employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee's expense. Based on the results of the background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteer, in Project activities or (ii) access to Agency Personal Information or Grantee premises.



## SECTION 11: INDEMNITY/LIABILITY

- 11.1 Indemnity.** Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a "Claim" for purposes of this Section). If legal limitations apply to the indemnification ability of Grantee, this indemnification must be for the maximum amount of funds available for expenditure, including any available contingency funds, insurance, funds available under ORS 30.260 to 30.300 or other available non-appropriated funds.
- 11.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 11.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither Party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

## SECTION 12: INSURANCE

- 12.1 Private Insurance.** If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit C.
- 12.2 Public Body Insurance.** If Grantee is a "public body" as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit C or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit C, or (iii) a combination of any or all of the foregoing.
- 12.3 Real Property.** If the Project includes the construction, remodel or repair of real property or improvements to real property, Grantee must insure the real property and improvements against liability and risk of direct physical loss, damage or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar property or facilities.

## **SECTION 13: GOVERNING LAW, JURISDICTION**

This Grant is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

## **SECTION 14: ALTERNATIVE DISPUTE RESOLUTION**

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. If the parties cannot resolve the dispute at the direct management level, it will be resolved as provided in OAR 581-014-0004.

## **SECTION 15: DEFAULT**

**15.1 Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:

- 15.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;
- 15.1.2** Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or
- 15.1.3** A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.

**15.2 Agency.** Agency will be in default under this Grant if, after 15 days written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.



## SECTION 16: REMEDIES

- 16.1 Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (a) termination of this Grant under Section 18.2, (b) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (c) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (e) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (f) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 16.2 Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

## SECTION 17: WITHHOLDING FUNDS, RECOVERY

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency's written demand:

- 17.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2** Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 17.3** Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or
- 17.4** Any Grant Funds requested by Grantee as payment for deficient activities or materials.

## SECTION 18: TERMINATION

- 18.1 Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.
- 18.2 By Agency.** Agency may terminate this Grant as follows:
- 18.2.1** At Agency's discretion, upon 30 days advance written notice to Grantee;
- 18.2.2** Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;

**18.2.3** Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or

**18.2.4** Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.

**18.3 By Grantee.** Grantee may terminate this Grant as follows:

**18.3.1** If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.

**18.3.2** If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or

**18.3.3** Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.

**18.4 Cease Activities.** Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

## SECTION 19: MISCELLANEOUS

**19.1 Conflict of Interest.** Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.

**19.2 Nonappropriation.** Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

**19.3 Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

**19.4 Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.



- 19.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 19.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.8.1 FERPA.** The Family Educational Rights and Privacy Act (FERPA), 20 USC §1232g, applies to education records of individual students held by the Agency. If Grantee has access to personally identifiable education records, Grantee shall not disclose them to anyone and upon completion of the education program and expiration of the Grant, Grantee shall destroy the records. Grantee shall comply with all applicable statutes and rules related to FERPA and education records.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.** Grantee may not, without Agency's prior written consent, enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant. Agency's consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.
- 19.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.

- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
- 19.14 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.
- 19.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:
- This Grant less all exhibits
  - Exhibit A (the "Project")
  - Exhibit B (Common and Customized Framework)
  - Exhibit C (Insurance)
- 19.16 Merger, Waiver.** This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.



**SECTION 20: SIGNATURES**

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

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

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

By: \_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

**GRANTEE Lebanon Community SD 9**

By: \_\_\_\_\_  
Authorized Signature

10-23-20  
Date

Bo Yates, Superintendent  
Printed Name, Title

93-1175526

Federal Tax ID Number

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

By: Cynthia Byrnes, Senior Assistant Attorney General  
Name, Title

8/27/2020 via email  
Date

## EXHIBIT A THE PROJECT

### SECTION I – BACKGROUND AND GOALS

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

SSA establishes the Student Investment Account (SIA) to provide Oregon school districts and eligible charter schools with access to non-competitive grant funds. Each SIA applicant is required to work alongside educators, students, families and their community to develop a plan and outline priorities and activities that align to the allowable uses in the law.

The SIA grants are for two purposes:

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

### SECTION II – PROJECT DEFINITIONS

The following capitalized terms have the meanings assigned below for purposes of Exhibits A and B.

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

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

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

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

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

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

## ODE SIA

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

**“Foundational Year”** means the first year of Grantee’s three-year SIA Plan.

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

**“Gap Closing Targets” or “Closing Gap Targets”** means the reduction of academic disparities between groups of students especially for Focal Student Groups set forth in the SIA Plan, based on the December 2019 “Guidance for Eligible Applicants”.

**“Longitudinal Performance Growth Targets (LPGT)”** means the required common metrics and optional locally defined metrics included in Grantee’s SIA Plan.

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

**“Optional Local Metrics”** means additional Progress Markers toward the Common Metrics included in the SIA Plan.

**“Progress Markers”** means sets of indicators set forth in the SIA Plan that identify the kinds of changes Agency expects to see in policies, practices and approaches over the next three years that lead to Grantee reaching its LPGT.

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

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

**“SIA Plan”** means the plan developed and implemented by Grantee that focuses on increasing academic achievement and, reducing academic disparities for identified student groups, and meeting students’ mental and behavioral health needs.

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

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



### SECTION III – PROJECT ACTIVITIES

**This Grant Agreement is for the Foundational Year only.**

#### **Subsection 1. Continuous SIA Plan Implementation**

Agency will disburse Grant Funds for Allowable Costs of the Project that implement Grantee's SIA Plan during the Performance Period in accordance with formula and activities described in the Act.

At the start of the 2020-2021 School Year, Grantee must begin to implement its SIA Plans.

Grantees must use the Grant Funds only for:

(a) Increasing instructional time, which may include: (A) More hours or days of instructional time; (B) Summer programs; (C) Before-school or after-school programs; or (D) Technological investments that minimize class time used for assessments administered to students.

(b) Addressing students' health or safety needs, which may include: (A) Social-emotional learning and development; (B) Student mental and behavioral health; (C) Improvements to teaching and learning practices or organizational structures that lead to better interpersonal relationships at the school; (D) Student health and wellness; (E) Trauma-informed practices; (F) School health professionals and assistants; or (G) Facility improvements directly related to improving student health or safety.

(c) Reducing class sizes, which may include increasing the use of instructional assistants, by using evidence-based criteria to ensure appropriate student-teacher ratios or staff caseloads.

(d) Expanding availability of and student participation in well-rounded learning experiences, which may include: (A) Developmentally appropriate and culturally responsive early literacy practices and programs in prekindergarten through third grade; (B) Culturally responsive practices and programs in grades six through eight, including learning, counseling and student support that is connected to colleges and careers; (C) Broadened curricular options at all grade levels, including access to: (i) Art, music and physical education classes; (ii) Science, technology, engineering and mathematics education; (iii) Career and technical education, including career and technical student organization programs; (iv) Electives that are engaging to students; (v) Accelerated college credit programs, including dual credit programs, International Baccalaureate programs and advanced placement programs; (vi) Dropout prevention programs and transition supports; (vii) Life skills classes; or (viii) Talented and gifted programs; or (D) Access to licensed educators with a library media endorsement

Grantee must periodically review its progress toward meeting Grantee's Progress Markers and LPGT described in the Exhibit B Common and Customized Framework.

#### **Subsection 2. Foundational Year SIA Plan Refinement and Extension**

During the Foundational Year, Grantee must re-visit each aspect of its SIA Plan and engage with Focal Student Groups, families, staff and community to develop a four-year SIA Plan that will extend from 2021-2024 with two biannual implementation periods.

## **ODE SIA**

Grantee must also revisit its LPGT and develop Baseline Targets and Stretch Targets for each of the five Common Metrics and develop Gap Closing Targets that Focal Student Groups will be expected to meet over a five-year period.

As part of the application process for follow-up funding to this Foundational Year Grant, Grantee must work with Agency to co-develop LPGT, Progress Markers and Optional Local Metrics in the spring and summer of 2021.

## **SECTION IV – REPORTING REQUIREMENTS**

Grantee must submit quarterly financial and performance progress reports as well as a final yearly report on the dates set forth in Section V. This reporting requirement shall survive termination of this Agreement.

### **Financial Reports**

Beginning in January of 2021 and continuing each quarter thereafter, Grantee must submit a financial report detailing its expenditure of Grant Funds to the Agency using the form provided by the Agency. Reports are due 30 days after the end of each fiscal year quarter. The yearly report will be due no later than 60 days after the end of the fiscal year.

If Grantee does not use the Grant Funds for Allowable Project Costs Agency may exercise the remedies provided in Section 17 of this Grant, including without limitation deducting amounts from future disbursements of Grant Funds.

Any Grant Funds that are not used by Grantee by June 30, 2021 must be returned to Agency for deposit in the Student Investment Account. If Grantee has not used all of its Grant Funds by June 30, 2021, Grantee may submit a request to Agency no later than June 15 for an extension until September 30, 2021 to use the Grant Funds. The Agency may approve the request at its discretion based upon a determination as to whether the extension and proposed use constitute Allowable Project Costs that further Grantee's SIA Plan or targets.

### **SIA Plan Performance Reporting**

The Agency will closely monitor and evaluate Grantee's progress towards its Progress Markers.

Beginning in January of 2021 and continuing each quarter thereafter, Grantee must submit a narrative Performance Progress Report detailing its SIA Plan activities to the Agency using the form provided by the Agency. Reports are due 30 days after the end of each fiscal year quarter. The yearly report will be due no later than 60 days after the end of the fiscal year.

### **SIA grant monitoring**

The Agency will monitor Grantee's performance under this Grant in person, video conferencing or by phone. Agency will provide written notice to Grantee, as provided in Section 19.4 of the Grant, at least 15 days in advance of Agency's monitoring activities and will schedule in person visits, video conferencing and phone calls.



## **ODE SIA**

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

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

The department may establish a procedure for conducting performance audits on a random basis or based on just cause as allowed under rules adopted by the board.

Each grant recipient must conduct a performance review every four years as required by standards adopted in board rule.

## **SECTION V – DISBURSEMENT and REPORTING PROVISIONS**

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

<b><u>Disbursement Date</u></b>	<b><u>Amount</u></b>
<b><u>October 1, 2020</u></b>	<b><u>40%</u></b>
<b><u>January 1, 2021</u></b>	<b><u>30%</u></b>
<b><u>April 1, 2021</u></b>	<b><u>30%</u></b>

\*If this Grant is not fully executed by October 1, 2020, Agency will disburse the Grant Funds within 30 days of the Execution Date.

Agency will disburse the Grant Funds in quarterly disbursements in advance of expenditures, not on a reimbursement basis.

Grantee must submit its financial and performance progress reports on the following dates:

**January 31, 2021**

**April 30, 2021**

**August 30, 2021 (Yearly Report)**

## EXHIBIT B

### COMMON AND CUSTOMIZED FRAMEWORK

### LEBANON COMMUNITY SD 9

#### SECTION I – PROGRESS MARKERS FOR SCHOOL YEAR 2020-2021

The Progress Markers are a mechanism to support a developmental approach to evaluation with a focus on learning about the kinds of changes that happen from distinct investments. The following fifteen Progress Markers are arranged into three categories that represent the advancement in degree of change from minimum to profound as described and listed below:

- A. “Expect to see”** progress makers represent initial, easy to achieve changes that indicate a recognition of and commitment to SIA plan goals.
- B. “Would like to see”** progress markers represent longer term likely changes and indicate more active learning and engagement.
- C. “Would love to see”** progress markers describe the kinds of profound changes ideal for any program or investment to make or contribute towards. Note: In this first year, this would be unusual to see.

#### **A. Expect to see**

1	Every school recognizes and honors the strengths that educators, students and their families bring to the educational experience through active and consistent community engagement.
2	An equity lens is in place, adopted, and woven through all policies, procedures and practices.
3	Data teams are forming, and they frequently review data that inform a school’s decision-making processes, including barriers to engagement and attendance. <sup>1</sup>
4	Schools and districts have an inventory of literacy assessments, tools, and curriculum being used.
5	Increased communication exists between educators and families about student growth, literacy trajectory, areas for improvement, and individualized supports are provided.
6	Schools and districts co-develop and communicate a shared understanding (among educators, students, families and community members) of what it means to be on track by the end of the 9th Grade.

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<sup>1</sup> Providing sufficient time for teachers and staff to review data is an eligibility requirement for High School Success (Measure 98) funding in high schools. This suggests the value of that practice when well designed for all developmental levels. Duplication in focus is acceptable and strategic in this case. Funds should be braided but grantees can’t use funding for the same purpose with both initiatives.

**B. Would like to see**

7	Every school has effective foundational learning practices in place including safe, welcoming classroom environments, social-emotional learning, trauma-informed practices, behavioral supports, and culturally sustaining practices.
8	Educators use student-centered approaches to foster student voice, reinforce student engagement and motivation, and increase academic achievement.
9	Dedicated time for professional learning and evaluation tools are in place to see if policies/procedures are adequately meeting the needs of students.
10	Comprehensive literacy strategies, including professional development plans for educators, are documented and communicated to staff, students (developmentally appropriate), and families.
11	An audit of 9th grade course scheduling is conducted, accounting for student core and support course placement, and disaggregated by student focal groups. <sup>2</sup>
12	Schools strengthen partnerships with active community organizations and partners, including local public health, businesses, faith communities, tribal leaders, and others.

**C. Would love to see**

13	Educators have a balanced assessment system in place to help them identify student learning in the areas of reading, writing, research, speaking, and listening that are clearly connected to Oregon's English Language Arts and Literacy Standards.
14	School districts have a process to identify and analyze the barriers that disconnect students from their educational goals and/or impede students from graduating on time <sup>3</sup> .
15	Students have avenues to share and communicate their dreams and aspirations at all levels, including a clear picture of the contributions and next steps they plan to take after they graduate from high school.

**SECTION II – APPROVED OPTIONAL LOCAL METRICS (IF APPLICABLE)**

NA

<sup>2</sup> Again, this is intentionally aligned with High School Success goals and best practices. Changes in progress that might come in part from SIA investments and in part from HSS investments are acceptable to include as “contributions to change” as what we are most interested in is that change is occurring and learning from what is unfolding.

<sup>3</sup> ODE considered and received substantial but mixed feedback about the value of mapping the math strategy, and while we chose not to include formally, SIA recipients are encouraged to review the literature and develop an understanding of what Math proficiency is, what it looks like for students and how shared competencies are taught in 9th grade Math.



## EXHIBIT C INSURANCE

### INSURANCE REQUIREMENTS:

Grantee shall obtain at Grantee's expense the insurance specified in this Exhibit C prior to performing under this Grant Agreement and shall maintain it in full force and at its own expense throughout the duration of this Grant Agreement, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Grantee shall pay for all deductibles, self-insured retention and self-insurance, if any.

### WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Grantee shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

### COMMERCIAL GENERAL LIABILITY:

☒ Required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00.

### AUTOMOBILE LIABILITY INSURANCE:

☒ Required    ☐ Not required

Automobile Liability Insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

**EXCESS/UMBRELLA INSURANCE:**

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

**ADDITIONAL INSURED:**

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Grant Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee's activities to be performed under this Grant Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

**WAIVER OF SUBROGATION:**

Grantee shall waive rights of subrogation which Grantee or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee's insurer(s).

**TAIL COVERAGE:**

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Grantee shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Grant Agreement, for a minimum of 24 months following the later of (i) Grantee's completion and Agency's acceptance of all Services required under this Grant Agreement, or, (ii) Agency or Grantee termination of this Grant Agreement, or, (iii) The expiration of all warranty periods provided under this Grant Agreement.

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

Grantee shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Grant Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant Agreement. Grantee must furnish acceptable insurance certificates to: [ode.insurance@ode.state.or.us](mailto:ode.insurance@ode.state.or.us) or by mail to: **Attention Procurement Services, Oregon Department of Education, 255 Capitol St NE, Salem OR, 97310** prior to commencing the work.

**NOTICE OF CHANGE OR CANCELLATION:**

## **ODE SIA**

The Grantee or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

### **INSURANCE REQUIREMENT REVIEW:**

Grantee agrees to periodic review of insurance requirements by Agency under this Agreement and to provide updated requirements as mutually agreed upon by Grantee and Agency.

### **STATE ACCEPTANCE:**

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit C.

### **Additional Coverages That May Apply:**

#### **DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:**

☒ **Required (If Grantee is a Non-Profit or if a first tier contractor or subgrantee is a Non-Profit)**

**Directors, Officers and Organization** insurance covering the Grantee's Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of use of grant funds and donor contributions - with a combined single limit of no less than \$1,000,000.00 per claim.

#### **PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:**

☒ **Required**   ☐ **Not required**

Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee is responsible including but not limited to Grantee and Grantee's employees and volunteers. Policy endorsement's definition of an insured shall include the Grantee, and the Grantee's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000.00. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

# *Agenda Item 9*

*Consent Agenda  
September 10, 2020 Meeting Minutes*



**LEBANON COMMUNITY SCHOOL DISTRICT**  
**BOARD MEETING**  
**SEPTEMBER 10, 2020, 6:00 PM**

Zoom Meeting

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## **MEETING MINUTES**

<b><u>BOARD MEMBERS PRESENT:</u></b>	<b><u>EXECUTIVE STAFF PRESENT:</u></b>
Tom Oliver, Chair	Bo Yates, Superintendent
Mike Martin, Vice Chair	Jennifer Meckley, Assistant Superintendent
Richard Borden	William Lewis, Business Director
Tammy Schilling	Kim Grousbeck, Human Resources Director
Todd Gestrin	Tami Volz, Director of School Improvement
	Rachel Cannon, Director of Alternative Education

The meeting minutes were recorded by Executive Secretary Ruth Hopkins.

### **1. WELCOME AND CALL TO ORDER**

Board Chair Tom Oliver called the meeting to order at 6:01 PM and led the Pledge of Allegiance.

### **2. AUDIENCE COMMENTS**

There were no audience comments.

### **3. ENROLLMENT UPDATE**

Superintendent Yates provided the enrollment update for the district. He shared that the enrollment is down about 10% across the district, with the majority of younger students being homeschooled and the students that are grade 4 and up are using other platforms. He feels that those students will return once we are able to resume in-person learning at the schools. He added that we are trying to be very conservative in our hiring and expenditures.



Chair Oliver asked what the numbers were and Superintendent Yates indicated that our total enrollment was down to 3450, which is down about 400 students from what is the typical enrollment total. He added that the high school has had little impact, and the schools with the largest impact have been Riverview and Seven Oak, which are both down about 20%. He mentioned the district will be working to recoup students and provide a superior quality of education compared to what other online platforms are able to provide.

Vice Chair Mike Martin asked what the metrics were looking like currently, as far as being able to get back in to school. Superintendent Yates said we are on week three and that we are able to look at having K-3 return and implementing that plan, but he is concerned about what the numbers will look like after the Labor Day weekend. So after we get the numbers from that, then we can look at moving forward in October or November. If the numbers stay where they are at, we can looking at moving forward with other grades as well.

#### **4. CIA UPDATE**

Tami Volz provided the CIA update and reviewed the information that was provided to the Board and is available online. She shared that the assessment team has implemented a new platform, ESGI, for kindergarten and first grade. She added that the feedback from teachers so far has been very positive and that the first round of assessments was last week and she is excited to get the numbers on that. She also shared information about the Canvas and the Sumer Curriculum Work Team that had about 56 teachers working this summer to convert their core curriculum to the online system. One of our district teachers, Evan Brammer, has been instrumental in leading that team and doing that work for the district.

She mentioned our technology department and thanked them for all of the hard work they have done to complete the online learning system and navigate all of the demands of Canvas and the other programs to make the process successful.

Tami Volz added that there have been three parent forums this week, two that were in English and one that was in Spanish. There were at least 150 parents and students that participated and the Canvas team did a great job in supporting them.

She added that there were 31 students that participated in the summer school program and 35 credits earned by high school students, which is an improvement from the last summer school data that was presented.

## **5. SCHOOL START UP**

Assistant Superintendent Meckley shared regarding the school start up. She thanked the Board for the extra week for professional development, much of which was on Canvas, as well as some extra prep time for developing their lesson plans on Canvas. She added that they have been working with the associations to negotiate working conditions in a distance learning environment and those have now been changed, based on the agreement.

Students returned on September 8<sup>th</sup>. The district had expected to have Canvas ready, but because of things beyond our control with getting data uploaded, that was pushed back. Today was the first day of live synchronous teaching and the feedback that she has heard is that it went really well.

Superintendent Yates added how important it was for our staff to have the extra time to work on getting Canvas set up and implemented.

## **6. CANVAS IMPLEMENTATION**

Evan Brammer is a middle school science teacher at Hamilton Creek School and has instrumental in the implementation of the Canvas online learning platform for the district. He has been using Canvas for the past 10 years. Evan shared what the courses look like for the student and the teacher. He also shared what three different teachers in our district had set up for their courses and then how it looked for the student.

Member Todd Gestrin asked if we were ready for special education or if there were additional resources to utilize. Superintendent Yates answered that we are working with Jan Sansom and the special education teachers to look at individual student IEP plans and student needs, so the special education department is currently working through that.

Member Richard Borden asked what the biggest challenge was with the transition and if we are giving the same resources to English language learners. Assistant Superintendent Meckley answered that the biggest challenge was developing it as we are doing it, and the timelines involved.

Superintendent Yates added that Canvas has been around for a long time, but there has been a huge implementation of it across the country with the COVID situation. The district has had a team working on it nonstop to get the implementation done.

Evan Brammer added that he believes the biggest challenge has been the mental shift and having teachers learn to teach better from home. In terms of English support, the parent forum was helpful to them to walk through the platform. He said that links to text guidebooks were also provided in Spanish, as well as other translation tools for them to use.

## **7. STAFF SUPPORTS**

HR Director Kim Grousbeck shared an update on staff supports. She mentioned the large amount of changes that have taken place over the last few months. She added that there is a lot of staff supporting students and parents in ways that they have not done before, and that they are all doing it for the good of all students.

## **8. CONSENT AGENDA**

### **A. August 13, 2020 Meeting Minutes**

Upon motion made by Vice Chair Mike Martin, duly seconded by Member Todd Gestrin, the Board voted unanimously to approve the August 13, 2020 meeting minutes as presented.

### **B. Hiring**

Upon motion made by Vice Chair Mike Martin, and duly seconded by Member Richard Borden, the Board voted unanimously to approve the hiring of Emily Farnell and Quinn Sansom, and the leave of absence for Dan Hartman, as presented.

## **9. DEPARTMENT REPORTS**

### **A. Operations**

Superintendent Yates shared that the technology department has been incredibly busy with all aspects of making sure that the online distance learning works as it should for staff and students, including help with internet connectivity issues and trying to take care of our students the best way we can.

For food services, the Child and Adult Care Food Program from the USDA has been extended for the third time, so that will allow us more flexibility in feeding families for a little longer.



The district has been utilizing bus drivers to transport students back and forth to the Boys and Girls Club, help with sped evaluations, and even as paint teams in our district. The district is trying to keep employees busy with work and employed.

The maintenance and custodial departments have been very busy. They are currently looking at the air filtration systems. Where we had been looking at bringing fresh air in, with all of the smoke from the fires, those systems now need to have the filtration systems looked at.

#### B. Human Resources

There was nothing to report from Human Resources.

#### C. Finance

Business Director William Lewis provided up an update for the finance department. He shared that our district is fully funded in the general fund. It is fully funded with Measure 98, the high school success program. The SIA will provide over \$1 million in services. We also have received numerous federal supports. With all of that, we are currently in a very solid financial position.

Chair Oliver added that it was dependent on our enrollment numbers coming back up, otherwise there would be a deficit. William Lewis said that the lower enrollment numbers would effect next year's budget, not this year's.

## 10. COMMUNICATION

#### A. Board

Vice Chair Mike Martin mentioned that he had had some calls from classified staff regarding worries over job description changes, and wondering if the Board was going to offer an early out for staff that are close to retirement. Chair Oliver added that he hoped that as the school year went on, that staff would be more comfortable with the changes and plan to stay with the district.

Member Tammy Schilling added that in regard to the students that have been lost to the district, she was wondering if there was a more formal process that we could go through to help gain back the students that were lost to other online programs. Superintendent Yates said that he has a list of students that have left the district to go to online programs and that the families were being called

with information that the district could supply a superior program to what they are receiving on other platforms. They will also be reaching out to homeschooled parents. Member Schilling asked if we could keep a list of the reasons that parents are leaving so that we have that data to look at.

There was some discussion around the return to school and what that would entail.

B. Superintendent

Superintendent Yates shared that in addition to the anxiety staff have had with Canvas and starting the school year, there has also been a lot of anxiety with the fires and staff that have family that have lost their homes or have lost power. The district is trying to be as supportive as they possibly can for staff during this time. The land lab has been opened up for people to bring their animals that are being evacuated. He has been in contact with the county commissioner to volunteer the district for emergency housing and our district has looked into what the nutrition department is able to provide. The district is doing all that they can to help support people outside the district, as well as inside the district.

**11. ADJOURNMENT**

Whereupon, there being no further business before the Board, the meeting was adjourned at 7:11 PM.

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Tom Oliver, Chair

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Bo Yates, Superintendent

# *Agenda Item 9*

*Consent Agenda*

*October 8, 2020 Meeting Minutes*



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## **MEETING MINUTES**

<b><u>BOARD MEMBERS PRESENT:</u></b> Tom Oliver, Chair Mike Martin, Vice Chair Richard Borden Tammy Schilling Todd Gestrin	<b><u>EXECUTIVE STAFF PRESENT:</u></b> Bo Yates, Superintendent Jennifer Meckley, Assistant Superintendent William Lewis, Business Director Kim Grousbeck, Human Resources Director Tami Volz, Director of School Improvement Rachel Cannon, Director of Alternative Education Jan Sansom, Director of Special Education
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The meeting minutes were recorded by Executive Secretary Ruth Hopkins.

### **1. WELCOME AND CALL TO ORDER**

Board Chair Tom Oliver called the meeting to order at 6:13 PM and led the Pledge of Allegiance.

### **2. AUDIENCE COMMENTS**

Chair Oliver read a public comment from Anne Latimer into the record.

### **3. OPERATIONAL STATUS UPDATE**

Superintendent Yates provided the information for the operational status update. He shared that we are continuing with distance learning and trying to get better with that. He discussed the state metrics and stated that we have to have three weeks under 30 and we have only had one week of that. He then reviewed the metrics numbers that are included in the board packet and available online, as well as reviewing our current enrollment numbers.

Vice Chair Mike Martin asked about the attendance numbers at the high school and Seven Oak, as the enrollment numbers are down at both of those schools. Superintendent Yates acknowledged that they were not where we want them to be and assured the Board that the issue is not being ignored and that the administration team is working on that.

Vice Chair Martin then asked what the issue is regarding the 25% that were not participating, Superintendent Yates said that we have not been able to get ahold of those students and that there was a group that was dedicated to reaching out to them to try to connect.

### **4. SMALL GROUP INSTRUCTION**

Tami Volz reviewed the information she provided to the Board and is available online. She shared that for small group instruction we are targeting students that have internet barriers. Each small group has a specific schedule and detailed protocols they will be following while they are in the building.

Chair Oliver asked about transportation and if that was being provided to those students, and Tami Volz indicated that the district is transporting them.

Superintendent Yates added that the small group instruction has allowed us to bring in students who do not have internet connection or that we are not able to meet their needs. We are able to bring in groups of 10 for up to two hours a day. He mentioned that we have been transporting about 60 students a day and that the district will continue to move forward and refine the process for how we can slowly increase the amount of students we can bring in. He added that it also helps us to refine our protocols.

Tami Volz concluded that she will be providing the fall STAR screener data at the next board meeting. She mentioned that Evan Brammer is now working with the implementation of Seesaw as well as Canvas, and that they have created a call-in help desk that will be operated all day so that families can call in and get support right away with any platform issues.

## **5. ALTERNATIVE EDUCATION UPDATE**

Rachel Cannon provided the alternative education update and reviewed the information that was provided to the Board and is available online. For the SEL students, there are seven who are working at distance learning in the morning and then coming in during the afternoon to work with classified staff.

There are 62 students who are a part of the Ralston Academy. There are currently 28 who are accessing in-person learning. There are five cohorts, one in the morning and then cohorts in the afternoons, Tuesday through Friday.

For the Teen Center, there are eight students attending the Teen Center program through distance learning.

She concluded that they are seeing more students engaging this fall over the number that was participating last spring.

## **6. SPECIAL EDUCATION UPDATE**

Jan Sansom, Special Education Director, shared the annual Restraint and Seclusion Report that is submitted to the ODE. She indicated that the numbers are down from the prior year, some of which has to do with not seeing students after March, but some of it is because of the additional training that has been provided to staff. She reviewed the report that was provided to the Board and is available online.

She added that the district is continuing to have students enrolling and they are doing the best they can with just the paper IEP to work with.

Superintendent Yates added that Jan Sansom and the whole Special Education Department has been doing a great job under the current circumstances.

## **7. DIVISION 22 REPORT**

Assistant Superintendent Jennifer Meckley provided the Division 22 Compliance Report. She shared two things regarding what we have been previously out of compliance on, which is the drugs and alcohol prevention education and human sexuality education. She explained that the district will be doing a red ribbon campaign, starting this year, and that there will also be a Safe Schools training each year on drugs and alcohol.

For human sexuality, there is an Erin's Law Toolkit that the district will be doing to address the requirements of sex abuse prevention.

Vice Chair Martin asked about the yearly reports for compliance. Assistant Superintendent Meckley responded that it was a part of the all of the standards that we have to report on every year. This information is available to the public and there is a link on the district website for it.

## **8. DEPARTMENT REPORTS**

### **A. Operations**

Superintendent Yates shared that food services has served over 30,000 meals. The transportation department has been transporting about 60 kids a day. Maintenance is finishing up on the freezer at the district office for food services. As soon as the freezer project is completed, they will work on a play structure at Cascades School. He added that the district has received a \$2.5 million grant for a roof at the high school. Custodial staff is doing a great job working on protocols as we are going through small group instruction. The technology team is an incredible team with support of students and staff with all of the online distance learning programs. Evan has also been doing a great job with Canvas.

### **B. Human Resources**

Kim Grousbeck shared that they have been working with both associations regarding the small group reopeners, and they feel they have come up with some solutions that all parties are happy with.

### **C. Finance**

William Lewis reviewed the financial reports and provided some background regarding the financial situation. He added that the district will be going out for an RFQ for audit services.

## **9. COMMUNICATION**

### **A. Board**

Vice Chair Martin shared that he had went by a school and saw students out in the field and felt it was very encouraging to see some normal school activities going on. Chair Oliver added that he has a 7<sup>th</sup> grader and had an opportunity to look over her shoulder and observe the online

instruction. He said he was really impressed with the teaching that he observed going on. He feels that while we are not doing what we want to do, he feels that our staff is doing a great job.

Vice Chair Martin mentioned that he has asked several students how they feel online schooling is going and the students have been giving positive feedback on how they feel about it.

Member Todd Gestrin shared that he had observed the student learning of his granddaughters and he was really impressed with how it was going as well.

#### B. Superintendent

Superintendent Yates thanked the Board for their support and the kind words for our staff. He shared that it has been incredibly challenging for them because this is not what they went into education to do. He added that we just need to take the lessons we are learning right now and implement them down the road. He is proud of the work our staff has done and the growth they are making.

### **10. ADJOURNMENT**

Whereupon, there being no other business before the Board, the meeting was adjourned at 7:02 PM.

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Tom Oliver, Chair

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Bo Yates, Superintendent

DATE: October 8, 2020

TO: Board of Directors

FROM: Annie Latimer

RE: Public Comment to the Board

School Board Members:

My name is Annie Latimer and I am this year's ASB president at LHS. Thanks for letting me address you all this evening and thank you for all you are doing to keep us and the school community safe. I know it's been impossible work. My mom has been teaching in this school district for over twenty years and says this is the hardest thing she has had to do in her professional career. If you are like her, you have fretted a lot, lost sleep, and are anxious about what comes next. I know that she struggles with this and she is one of the most positive people I know. I'm speaking tonight on behalf of my classmates who, like me, want to encourage teachers and parents and students and school board members and cafeteria workers and everyone else to keep moving forward.

I am a senior this year, which is supposed to be the most memorable year of high school. This time is a chunk of our lives and we don't want to treat it like a pause or holding place until our lives go back to normal. Right now, this is the new normal, so we all need to make the most of it. Make this year unforgettable, but not because of Covid or politics or wildfires. As we move into one impossible task to the next like hybrid learning, please remember this: We should all be sending the message that this time is important and can actually be pretty awesome if we just change the narrative a little. Maybe, we can look back on this year and not just see it as a pause in our lives, but the time in our lives where we grew the most. Thanks for your time.

Annie Latimer



# *Agenda Item 9*

*Consent Agenda  
Policies – First Reading*

# BOARD MEMORANDUM

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**To:** Board of Directors

**From:** Jennifer Meckley, Assistant Superintendent

**Date:** November 6, 2020

**Meeting Date:** November 12, 2020

**Re:** Policy Updates

## November 2020 POLICY UPDATES – REVIEW AND RECOMMENDATIONS

Code	Title	OSBA Recommendation	DO Staff Lead(s)	Changes/DO Staff Comments	Recommend Adoption? (Yes/No)
GBEB GBEB-AR	Communicable Diseases - Staff	Highly Recommended	Jen	Recent events prompted revisions to rules prescribed by OHA affecting school attendance by staff to protect public health.	Yes
JHCC JHCC - AR	Communicable Disease- Students	Required	Jen	Recent events prompted revisions to rules prescribed by OHA affecting school attendance by students to protect public health.	Yes

**Attachment**

GBN/JBA GBN/JBA - AR 1 GBN/JBA- AR 2 JBA/GBN JBA/GBN - AR1 JBA/GBN - AR 2	Sexual Harassment  Sexual Harassment Complaint Procedure  Federal Law (Title IX) Sexual Harassment Complaint Procedure	Required	Jen	The updates result from release of revised Federal regulations for Title IX protections, and the release of updates to Oregon Administrative Rules revised to reflect new Oregon statute adopted in the 2019 Legislative session amending Oregon's sexual harassment definition and its policy and procedures requirements.	Rescind current policies and adopt new versions
ACB ACB-AR	All Students Belong	Required	Jen	<p>On September 17, 2020, the Oregon State Board of Education adopted a temporary Oregon Administrative Rule (OAR) 581-022-2312 - All Students Belong. This rule took effect the following day and takes an unprecedented step to protect some of our schools' most marginalized students, as well as staff and others.</p> <p>This rule requires that districts, ESDs, public charter schools and others receiving state funding for education adopt a policy prohibiting symbols of hate and addressing bias incidents by January 1, 2021. As a Division 22 requirement, districts will be</p>	Yes

				<p>required to verify that they are in compliance.</p> <p>This rule prohibits the “use or display” of symbols of hate, including the noose, swastika, and confederate flag. The rule allows adding to the list of prohibited symbols, but we strongly recommend that you consult with your legal counsel before doing so.</p> <p>The rule also defines a “bias incident” and requires related procedures and requirements. Because these requirements are unique to bias incidents, we have created a separate complaint procedure. If you want to incorporate this into existing complaint procedures, we recommend that you work closely with your legal counsel.</p> <p>We expect that this temporary rule will be made permanent by the State Board of Education, and also that it could face legal challenges. We will update the model policy and administrative regulation as needed.</p>	
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GCAB	Personal Electronic Devices and Social Media - Staff	Highly Recommended	Kim G.	Updated language per SB 155	Yes

Code: **ACB**

Adopted:

## All Students Belong

The district is dedicated to the success of every student in each of our schools. For that success to occur, the district is committed to equity by recognizing institutional barriers and creating access and opportunities that benefit each student. Equity at Lebanon Community School District will not be confused with equality, where all students are treated the same. Equity will be an enduring commitment where race will no longer be a predicator of student achievement; where historically underserved groups increase in capacity and power; and where barriers to student success have been mitigated or eliminated.

All students are entitled to a high quality educational experience, free from discrimination or harassment based on perceived race, color, religion, gender identity, sexual orientation, disability or national origin.

All employees are entitled to work in an environment that is free from discrimination or harassment based on perceived race, color, religion, gender identity, sexual orientation, disability or national origin<sup>{ 1 }</sup>.

All visitors are entitled to participate in an environment that is free from discrimination or harassment based on perceived race, color, religion, gender identity, sexual orientation, disability or national origin<sup>{ 2 }</sup>.

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

“Symbol of hate” means a symbol, image, or object that expresses animus on the basis of race, color, religion, gender identity, sexual orientation, disability or national origin including, the noose, swastika, or confederate flag<sup>3</sup>,<sup>{ 4 }</sup> and whose display: **(BOARD CAN ADD HERE)**

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

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<sup>1</sup> { OAR 581-022-2312 does not include this list of classes for employees (only for students), but it can be added. }

<sup>2</sup> { OAR 581-022-2312 does not include this list of classes for visitors (only for students), but it can be added. }

<sup>3</sup> While commonly referred to as the “confederate flag,” the official name of the prohibited flag is the Battle Flag of the Armies of Northern Virginia.

<sup>4</sup> { We strongly advise that a district not add to these symbols of hate without first consulting with legal counsel. }

The district prohibits the use or display of any symbols of hate<sup>{ 5 }</sup> on school<sup>{ 6 }</sup> grounds or in any district- or school-sponsored program, service, school or activity that is funded in whole or in part by monies appropriated by the Oregon Legislative Assembly, except where used in teaching curriculum that is aligned to the Oregon State Standards.

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

The district prohibits retaliation against an individual 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.

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

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

END OF POLICY

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**Legal Reference(s):**

[ORS 659.850](#)  
[ORS 659.852](#)

[OAR 581-002-0005](#)  
[OAR 581-022-2312](#)

[OAR 581-022-2370](#)

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

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

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

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<sup>5</sup> {Prior to adopting the symbols of hate prohibition, or adding other symbols to the list, we recommend that the district document why the district feels that the presence of these symbols will cause a “material and substantial interference with schoolwork or discipline” or collide “with the rights of other students to be secure and be let alone.” These reasons may include previous incidents, current conditions in the schools and other factors.}

<sup>6</sup> {Oregon Administrative Rule uses “school.”}



Code: **ACB-AR**  
Adopted:

## **Bias Incident Complaint Procedure**

The term “bias incident” is defined in policy. Persons impacted by a bias incident shall be defined broadly to include individuals at whom an incident was directed as well as students in the larger school community likely to be impacted by the incident.<sup>1</sup>

Step 1<sup>{2}</sup>: When a staff member learns of a potential bias incident, the staff member will prioritize the safety and well-being of all persons impacted and promptly report the incident to the building or program administrator.

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

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

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

The administrator or designee will determine responsibility within 10 days of receiving the complaint.

All persons impacted will be provided with information relating to the investigation and the outcome of the investigation. At a minimum, the information provided must include:

- That an investigation has been initiated;
- When the investigation has been completed;
- The findings of the investigation and the final determination based on those findings; and

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

<sup>2</sup> { These specific procedures are not required. The procedures must include all of the requirements listed in OAR 581-022-2312(6)(e). If making changes, we recommend working closely with legal counsel. }

<sup>3</sup> { ODE will be releasing additional guidance to support administrators in these situations. }

- Actions taken with the person or persons who committed the harassing behavior to remedy the behavior and prevent reoccurrence when the actions relate directly to a person impacted by the event.

If any of the above information cannot be shared, a citation to the law prohibiting release and an explanation of how that law applies to the current situation will be provided.<sup>4</sup>

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

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

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

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

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

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

The complainant, if a person who resides in the district or a parent or guardian of a student who attends school in the district, is not satisfied after exhausting local complaint procedures, the district fails to render a written decision within 30 days of submission of the complaint at any step or fails to resolve the complaint within 90 days of the initial filing of the complaint, may appeal<sup>5</sup> the district's final decision to

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<sup>4</sup> Refer to policies GBL - Personnel Records, JOA - Directory Information and JOB - Personally Identifiable Information and district legal counsel for guidance in these situations. Possible laws include, but are not limited to, Title 34 C.F.R. § 99.31 and ORS 342.850.

<sup>5</sup> An appeal must meet the criteria found in OAR 581-002-0005(1)(a).

the Deputy Superintendent of Public Instruction under Oregon Administrative Rules (OAR) 581-002-0001 – 581-002-0023.

Complaints may also be filed directly with the U.S. Department of Education Office for Civil Rights.<sup>6</sup>

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

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

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<sup>6</sup> Complaints must meet criteria as established by law. For more information, visit <http://www.ed.gov/about/offices/list/ocr/complaintintro.html>

# OSBA Model Sample Policy

Code: GBEB  
Adopted:

## Communicable Diseases – Staff

The district shall provide reasonable protection against the risk of exposure to communicable disease for employees while engaged in the performance of their duties. Reasonable protection from communicable disease is generally attained through immunization, exclusion or other measures as provided by Oregon law, by the local health department or in the *Communicable Disease Guidance* published by the Oregon Department of Education (ODE) and the Oregon Health Authority (OHA).

An employee ~~who knows that he or she has or has been exposed to any restrictable disease,~~ may not attend work ~~unless authorized by Oregon law,~~ while in a communicable stage of a restrictable disease or ~~W~~ when an administrator has reason to suspect that ~~any~~ the employee has or has been exposed to any ~~restrictable~~ disease ~~and for which exclusion is required, the administrator shall send the employee home~~ in accordance with law and per administrative regulation GBEB-AR - Communicable Diseases - Staff. If the disease is a reportable disease, the administrator will report the occurrence to the local health department.

Employees shall comply with all other measures adopted by the district and with all rules adopted by Oregon Health Authority, Public Health Division and the local health department.

Employees shall provide services to students as required by law. In cases when a restrictable or reportable disease is diagnosed and confirmed for a student, the administrator shall inform the appropriate employees with a legitimate educational interest to protect against the risk of exposure.

~~Employees who have the responsibility to work with or to provide services to persons other than students, shall provide the services to all such persons as required by law.~~

The district shall protect the confidentiality of an employee's health condition and record to the extent possible and consistent with federal and state law.

The district will include, as part of its emergency plan, a description of the actions to be taken by district staff in the case of a declared public health emergency or other catastrophe that disrupts district operations.

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

END OF POLICY

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### Legal Reference(s):

[ORS 332.107](#)

[ORS 431.150 - 431.157](#)

[ORS 433.001 - 433.526](#)

[OAR 333-018](#)

[OAR 333-019-0010](#)

[OAR 333-019-0014](#)

[OAR 333-019-1000](#)

[OAR 437-002-0360](#)

[OAR 437-002-0377](#)

[OAR 581-022-2220](#)

OREGON DEPARTMENT OF EDUCATION and OREGON HEALTH AUTHORITY, *Communicable Disease Guidance* (~~2017~~2020).

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (~~2012~~2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (~~2017~~2019).

Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d to -1320d-8 (2018); 45 C.F.R. Parts 160, 164 (2019).

HR~~9/28/17~~7/31/20 | PHLF

Communicable Diseases – Staff – GBEB

1-1

# OSBA Model Sample Policy

Code: GBEB-AR

Revised/Reviewed:

## Communicable Diseases – Staff

In accordance with state law, administrative rule, the local health authority and the *Communicable Disease Guidance*, the procedures established below will be followed.

1. “Restrictable diseases” are defined by rule and include but are not limited to COVID-19<sup>1</sup>, chickenpox, diphtheria, hepatitis A, hepatitis E, measles, mumps, pertussis, rubella, Salmonella enterica serotype Typhi infection, scabies, Shiga-toxigenic Escherichia coli (STEC) infection, shigellosis and infectious tuberculosis-disease, and may include a communicable stage of hepatitis B infection if, in the opinion of the local health officer, the person poses an unusually high risk to others (e.g., a child that exhibits uncontrollable biting or spitting). Restrictable disease also includes any other communicable disease identified in an order issued by the Oregon Health Authority or the local public health officer as posing a danger to the public’s health. A disease is considered to be a restrictable disease if it is listed in Oregon Administrative Rule (OAR) 333-019-0010, or it has been designated to be a restrictable disease by Board policy<sup>2</sup> or by the local public health administrator after determining that it presents a significant public health risk in the school setting poses a danger to the public’s health.
2. “Susceptible” ~~means being at risk of contracting a restrictable disease by virtue of being in one or more categories described in law~~ for an employee means lacking evidence of immunity to the disease.
3. “Reportable diseases” means a ~~human reportable disease, infection, microorganism or condition as specified in OAR Chapter 333, Division 18~~ disease or condition, the reporting of which enables a public health authority to take action to protect or to benefit the public health.

### Restrictable Diseases

1. An employee of the district will not attend or work at a district school or facility while in a communicable stage of a restrictable disease, including a communicable stage of COVID-19<sup>3</sup>, unless authorized to do so under Oregon law. When an administrator has reason to suspect that an employee has a restrictable disease, the administrator shall send the employee home.
2. ~~When a~~ An administrator shall exclude an employee if the administrator has reason to suspect that an employee ~~has or~~ has been exposed to ~~any restrictable disease that requires exclusion, the administrator shall send the employee home~~ measles, mumps, rubella, diphtheria, pertussis, hepatitis A, or hepatitis B, unless the local health officer determines that exclusion is not necessary to protect

<sup>1</sup> Added per OAR 333-019-1000(2).

<sup>2</sup> ~~“OAR 333-019-0010(7) Nothing in these rules prohibits a school or children’s facility from adopting more stringent exclusion standards under ORS 433.284.”~~

<sup>3</sup> “Communicable stage of COVID-19” means having a positive presumptive or confirmed test of COVID-19.



the public's health. The administrator may request the local health officer to make a determination as allowed by law. If the disease is reportable, the administrator will report the occurrence to the local health department.

3. An administrator shall exclude an employee if the administrator has been notified by a local public health administrator or local public health officer that the employee has had a substantial exposure to an individual with COVID-19 and exclusion is deemed necessary by same.
4. ~~3.~~An employee will be excluded in such instances until such time as the employee presents a certificate from a physician, a physician assistant licensed under Oregon Revised Statute (ORS) 677.505 - 677.525, a nurse practitioner licensed under ORS 678.375 - 678.390, local health department nurse or school nurse stating that the employee does not have or is not a carrier of any restrictable disease.  
  
~~4. An administrator will exclude a susceptible employee that has been exposed to a restrictable disease that is also a reportable disease unless the local health officer determines that exclusion is not necessary to protect the public's health, or the local health officer states the disease is no longer communicable to others or that adequate precautions have been taken to minimize the risk of transmission. The administrator may request the local health officer to make a determination as allowed by law.~~
5. An administrator may allow attendance of an employee restricted for chickenpox, scabies, staphylococcal skin infections, streptococcal infections, diarrhea or vomiting if the restriction has been removed by a school nurse or health care provider.
6. More stringent exclusion standards for employees from school or work may be adopted by the local health department ~~or by the district through policy adopted by the Board.~~
7. The district's emergency plan shall address the district's plan with respect to a declared public health emergency at the local or state level.

### Reportable Diseases Notification

1. All employees shall comply with all reporting measures adopted by the district and with all rules set forth by Oregon Health Authority, Public Health Division and the local health department.
2. An administrator may seek confirmation and assistance from the local health officer to determine the appropriate district response when the administrator is notified that an employee or a student has been exposed to a restrictable disease that is also a reportable disease.
3. [District staff with impaired immune responses, that are of childbearing age or some other medically fragile condition, should consult with a medical provider for additional guidance<sup>4</sup>.]
4. An administrator shall determine other persons ~~with a legitimate educational interest~~ who may be informed of ~~the communicable nature of an individual student's disease, or~~ an employee's

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<sup>4</sup> Refer to *Communicable Disease Guidance* published by the Oregon Health Authority and the Oregon Department of Education.

communicable disease, or that of a student's when a legitimate educational interest exists or for health and safety reasons, ~~within guidelines allowed by~~ in accordance with law.

### Equipment and Training

1. The administrator or designee shall, on a case-by-case basis, determine what equipment and/or supplies are necessary in a particular classroom or other setting in order to prevent disease transmission.
2. The administrator or designee shall consult with the district's school nurse or other appropriate health officials to provide special training in the methods of protection from disease transmission.
3. All district personnel will be instructed annually ~~[by the school health nurse]~~ to use the proper precautions pertaining to blood and body fluid exposure per the Occupational Safety and Health Administration (OSHA). (See policy EBBAA).

# OSBA Model Sample Policy

Code: GBN/JBA  
Adopted:

## Sexual Harassment

*Recommend to delete and replace with new version*

The district is committed to the elimination of sexual harassment in district schools, activities and programs. Sexual harassment is strictly prohibited and shall not be tolerated. This includes sexual harassment: of students by staff members, other students or third parties; of staff members by students, other staff members or third parties; and of third parties by staff members and students. This policy applies to third parties who are on or immediately adjacent to school grounds or district property, are at any school-sponsored or district-sponsored activity or program, or are off school or district property, if a student or staff member acts toward the person in a manner that creates a hostile environment for the person while at school or a school-sponsored or district-sponsored activity or program. "Third parties" include, but are not limited to, 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. "District" includes: district facilities; district premises and nondistrict property if the student or staff member 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; or where the staff member is engaged in district business. [The prohibition also includes off duty conduct which is incompatible with a staff member's district job responsibilities.]

All staff members, students, and third parties are subject to this policy.

Sexual harassment of students, staff members or third parties shall include:

1. A demand or request for sexual favors in exchange for benefits;
2. Unwelcome conduct of a sexual nature that is physical, verbal or nonverbal and that interferes with a student's educational program or activity or that creates an intimidating, offensive or hostile educational environment; unwelcome conduct of a sexual nature that is physical, verbal or nonverbal and that interferes with the staff member's ability to perform the job or that creates an intimidating, offensive or hostile work environment; or unwelcome conduct of a sexual nature that is physical, verbal or nonverbal and that creates an intimidating, offensive or hostile environment; and
3. Assault when sexual contact occurs without the student's, staff member's or third party's consent because the student, staff member or third party is under the influence of drugs or alcohol, is unconscious or is pressured through physical force, coercion or explicit or implied threats.

Examples of sexual harassment may include, but not be limited to, <sup>[1]</sup>physical touching or graffiti of a sexual nature; displaying or distributing of sexually explicit drawings; pictures and written materials;

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[<sup>1</sup> OAR 581-021-0038 requires that the policy include a "list of examples of harassing behaviors covered by policy". The bracketed list in this policy reflects OSBA's recommendations. The district does have discretion in what is included in this list. If you are listing behaviors not reflected in our recommendations, please make sure that you have your list reviewed by your school district's legal counsel.]

sexual gestures or obscene jokes; touching oneself sexually or talking about one's sexuality in front of others; or spreading rumors about or rating other students or others as to appearance, sexual activity or performance].

All complaints or reports about behavior that may violate this policy shall be promptly investigated.

Any staff member who becomes aware of behavior that may violate this policy shall [immediately] report to a district official so that the district official (and the reporting staff member when the victim of the harassment is a student or third party) may coordinate efforts to take any action necessary to ensure the:

1. Student is protected and to promote a nonhostile learning environment;
2. Staff member is protected and to promote a nonhostile work environment; or
3. Third party who is subjected to the behavior is protected and to promote a nonhostile environment.

This includes providing resources for support measures to the student, staff member or third party who was subjected to the behavior and taking any actions that are necessary to remove potential future impact on the student, staff member or third party, but are not retaliatory against the student, staff member or third party being harassed or the staff member who reported to the district official.

Any student or staff member who feels they are a victim of sexual harassment are encouraged to [immediately] report their concerns to district officials, this includes officials such as the principal, compliance officer or superintendent. Students may also report concerns to a teacher, counselor or school nurse, who will promptly notify the appropriate district official.

Upon receipt of a complaint from a student or the student's parents, a staff member or a third party alleging behavior that may violate this policy, the district shall provide written notice as required by Oregon Revised Statute (ORS) 342.704(5) to the complainant.

The person who initiated the complaint and if applicable the student's parents or person's parents shall be notified when the investigation is initiated and concluded and as to whether a violation of this policy was found to have occurred to the extent allowable under state and federal student confidentiality laws.

The initiation of a complaint, and the participation in an investigation, in good faith about behavior that may violate this policy may not adversely affect the educational assignments or any terms or conditions of employment or of work or educational environment of the person who initiated the complaint or who participates in the investigation. There shall be no retaliation by the district against any person who, in good faith, reports, files a complaint or otherwise participates in an investigation or inquiry of sexual harassment.

It is the intent of the Board that appropriate corrective action will be taken by the district to stop the sexual harassment, prevent its recurrence and address negative consequences. Students in violation of this policy shall be subject to discipline up to and including expulsion and/or counseling or sexual harassment awareness training, as appropriate. The age and maturity of the student(s) involved and other relevant factors will be considered in determining appropriate action. Staff members in violation of this policy shall be subject to discipline, up to and including dismissal and/or additional sexual harassment awareness training, as appropriate. Other individuals 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.

Additionally, the district may report individuals in violation of this policy to law enforcement officials. Licensed staff, staff registered with the Teacher Standards and Practices Commission (TSPC) and those participating in practicum programs, as specified by Oregon Administrative Rules, shall be reported to TSPC.

The superintendent shall ensure appropriate periodic sexual harassment awareness training or information is provided to all supervisors, staff members and students and that annually, the name and position of district officials responsible for accepting and managing sexual harassment complaints, business phone numbers, addresses or other necessary contact information is readily available. This policy as well as the complaint procedure will be made available upon request to all students, parents of students, staff members and third parties, posted on the district's website and published in student/parent and staff handbooks. The district's policy shall be posted on a sign in <sup>2</sup>[all grade 6 through 12 schools] [all schools]. Posted signs shall be at least 8-1/2 inches by 11 inches in size.

The superintendent will establish a process of reporting incidents of sexual harassment.

END OF POLICY

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**Legal Reference(s):**

[ORS 243.706](#)  
[ORS 332.107](#)  
[ORS 342.700](#)  
[ORS 342.704](#)  
[ORS 342.708](#)

[ORS 342.850](#)  
[ORS 342.865](#)  
[ORS 659.850](#)  
[ORS 659A.006](#)  
[ORS 659A.029](#)

[ORS 659A.030](#)  
[OAR 581-021-0038](#)  
[OAR 584-020-0040](#)  
[OAR 584-020-0041](#)

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

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

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

Bartsch v. Elkton School District, FDA-13-011 (March 27, 2014).

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[<sup>2</sup> Posting in "in grade 6 through 12 schools" is the minimum requirement per ORS 342.700.]



# OSBA Model Sample

Code: GBN/JBA-AR

Revised/Reviewed:

## Sexual Harassment Complaint Procedure

*Recommend to delete and replace with new version*

[Principals,] [the compliance officer] [and the superintendent] [has] [have] responsibility for reports, complaints and investigations concerning sexual harassment. The investigator(s) shall be a neutral party having had no involvement in the complaint presented.

Step 1 Any sexual harassment information (i.e., reports, complaints, rumors, etc.) shall be presented to district officials, this includes officials such as the principal, compliance officer or superintendent. All such information shall be reduced to writing and will include the specific nature of the sexual harassment and corresponding dates.

The district official receiving the complaint shall cause the district to provide written notice from the district to the complainant that includes:

1. The rights of the student, student's parents, staff member, person or person's parents who filed the complaint;
2. Information about the internal complaint processes available through the school or district that the student, student's parents, staff member, person or person's parents may pursue, including the person designated for the school or district for receiving complaints;
3. Notice that civil and criminal remedies that are not provided by the school or district may be available to the complainant through the legal system and that those remedies may be subject to statutes of limitation;
4. Information about services available to the student or staff member complainant through the school or district including any counseling services, nursing services or peer advising;
5. Information about the privacy rights of the student, student's parents, staff member, person or person's parents and legally recognized exceptions to those rights for internal complaint processes and services available through the school or district;
6. Information about, and contact information for, state and community-based services and resources that are available to persons who have experienced sexual harassment; and
7. Notice that students who report information about possible prohibited conduct and students who participate in an investigation under this policy may not be disciplined for violations of the district's drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered as a result of a prohibited conduct report or investigation unless the student gave another person alcohol or drugs without the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct.

This written notification must:

- D**
1. Be written in plain language that is easy to understand;
  2. Use print that is of the color, size and font that allow the notification to be easily read; and
  3. Be made available to students, students' parents, staff members and members of the public at each school office, at the district office and on the school or district website.

**Step 2** The district official receiving the information or complaint shall promptly initiate an investigation and will notify the complainant when such investigation is initiated. The official will arrange such meetings as may be necessary to discuss the issue with all concerned parties within [five] working days after receipt of the information or complaint. All findings of the investigation, including the response of the alleged harasser, shall be reduced to writing. The official conducting the investigation shall notify the complainant in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law. The parties will have an opportunity to submit evidence and a list of witnesses.

A copy of the notification letter provided in step 1 and the date and details of notification to the complainant of the results of the investigation, together with any other documentation related to the sexual harassment incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent.

**Step 3** If a complainant is not satisfied with the decision at step 2, the complainant may submit a written appeal to the superintendent or designee. Such appeal must be filed within [10] working days after receipt of the step 2 decision. The superintendent or designee will arrange such meetings with the complainant and other affected parties as deemed necessary to discuss the appeal. The superintendent or designee shall provide a written decision to the complainant within [10] working days.

**Step 4** If a complainant is not satisfied with the decision at step 3, the complainant may submit a written appeal to the Board. Such appeal must be filed within [10] working days after receipt of the step 3 decision. The Board shall, within [20] working days, conduct a hearing at which time the complainant shall be given an opportunity to present the appeal. The Board may use executive session if the subject matter qualifies under Oregon law. The Board shall provide a written decision to the complainant within [10] working days following completion of the hearing.

Complaints against the principal may start at step 3 and may be filed with the superintendent. The superintendent will cause the notice requirements identified in step 1 to be completed and the notice to the complainant when the investigation is initiated. The superintendent will investigate the complaint and will notify the complainant in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law. If the complaint remains unresolved within [10] working days of receipt by the superintendent, the complainant may appeal to the Board in step 4.

Complaints against the superintendent may start at step 4 and should be referred to the Board chair on behalf of the Board. The Board chair will cause the notice requirements identified in step 1 to be completed and the notice to the complainant when the investigation is initiated. The Board chair shall

present the complaint to the Board. The Board may use executive session if the subject matter qualifies under Oregon law. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. The Board chair shall notify the complainant in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law. After receiving the results of the investigation, the Board shall decide, within [20] days, in open session what action, if any, is warranted.

Direct complaints related to employment may be filed with the U.S. Department of Labor, Equal Employment Opportunity Commission or Oregon Bureau of Labor and Industries.

Direct complaints related to educational programs and services may be made to the Regional Civil Rights Director, U.S. Department of Education, Office for Civil Rights, Region X, 915 2nd Ave., Room 3310, Seattle, WA 98174-1099.

Additional information regarding filing of a complaint may be obtained through the principal, compliance officer or superintendent.

All documentation related to sexual harassment complaints may become part of the student's education record or employee's personnel file, as appropriate. Additionally, a copy of all sexual harassment complaints and documentation will be maintained as a confidential file and stored in the district office.

The superintendent shall report the name of any person holding a teaching license or registered with Teacher Standards and Practices Commission (TSPC) or participating in a practicum under Oregon Administrative Rule (OAR) Chapter 584, Division 17, when, after appropriate investigation, there is reasonable cause to believe the person may have committed an act of sexual harassment. Reports shall be made to TSPC within 30 days of such a finding. Reports of sexual contact with a student shall be given to a representative from law enforcement or Oregon Department of Human Services, as possible child abuse.

[Name of District]  
[Address] | [Phone]

**SEXUAL HARASSMENT COMPLAINT FORM**

Name of complainant: \_\_\_\_\_

Position of complainant: \_\_\_\_\_

Date of complaint: \_\_\_\_\_

Name of alleged harasser: \_\_\_\_\_

Date and place of incident or incidents: \_\_\_\_\_

Description of misconduct: \_\_\_\_\_

Name of witnesses (if any): \_\_\_\_\_

Evidence of sexual harassment, i.e., letters, photos, etc. (attach evidence if possible): \_\_\_\_\_

Any other information: \_\_\_\_\_

I agree that all the information on this form is accurate and true to the best of my knowledge.

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

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

[Name of District]  
[Address] | [Phone]

WITNESS DISCLOSURE FORM

Name of Witness: \_\_\_\_\_

Position of Witness: \_\_\_\_\_

Date of Testimony/Interview: \_\_\_\_\_

Description of Instance Witnessed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Any Other Information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I agree that all the information on this form is accurate and true to the best of my knowledge.

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



# OSBA Model Sample Policy

Code: JBA/GBN  
Adopted:

## Sexual Harassment

*Recommend to delete and replace with new version*

The district is committed to the elimination of sexual harassment in district schools, activities and programs. Sexual harassment is strictly prohibited and shall not be tolerated. This includes sexual harassment: of students by staff members, other students or third parties; of staff members by students, other staff members or third parties; and of third parties by staff members and students. This policy applies to third parties who are on or immediately adjacent to school grounds or district property, are at any school-sponsored or district-sponsored activity or program, or are off school or district property, if a student or staff member acts toward the person in a manner that creates a hostile environment for the person while at school or a school-sponsored or district-sponsored activity or program. "Third parties" include, but are not limited to, 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. "District" includes: district facilities; district premises and nondistrict property if the student or staff member 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; or where the staff member is engaged in district business. [The prohibition also includes off duty conduct which is incompatible with a staff member's district job responsibilities.]

All staff members, students, and third parties are subject to this policy.

Sexual harassment of students, staff members or third parties shall include:

1. A demand or request for sexual favors in exchange for benefits;
2. Unwelcome conduct of a sexual nature that is physical, verbal or nonverbal and that interferes with a student's educational program or activity or that creates an intimidating, offensive or hostile educational environment; unwelcome conduct of a sexual nature that is physical, verbal or nonverbal and that interferes with the staff member's ability to perform the job or that creates an intimidating, offensive or hostile work environment; or unwelcome conduct of a sexual nature that is physical, verbal or nonverbal and that creates an intimidating, offensive or hostile environment; and
3. Assault when sexual contact occurs without the student's, staff member's or third party's consent because the student, staff member or third party is under the influence of drugs or alcohol, is unconscious or is pressured through physical force, coercion or explicit or implied threats.

Examples of sexual harassment may include, but not be limited to, <sup>[1]</sup>physical touching or graffiti of a sexual nature; displaying or distributing of sexually explicit drawings; pictures and written materials;

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[<sup>1</sup> OAR 581-021-0038 requires that the policy include a "list of examples of harassing behaviors covered by policy". The bracketed list in this policy reflects OSBA's recommendations. The district does have discretion in what is included in this list. If you are listing behaviors not reflected in our recommendations, please make sure that you have your list reviewed by your school district's legal counsel.]

sexual gestures or obscene jokes; touching oneself sexually or talking about one's sexuality in front of others; or spreading rumors about or rating other students or others as to appearance, sexual activity or performance].

All complaints or reports about behavior that may violate this policy shall be promptly investigated.

Any staff member who becomes aware of behavior that may violate this policy shall [immediately] report to a district official so that the district official (and the reporting staff member when the victim of the harassment is a student or third party) may coordinate efforts to take any action necessary to ensure the:

1. Student is protected and to promote a nonhostile learning environment;
2. Staff member is protected and to promote a nonhostile work environment; or
3. Third party who is subjected to the behavior is protected and to promote a nonhostile environment.

This includes providing resources for support measures to the student, staff member or third party who was subjected to the behavior and taking any actions that are necessary to remove potential future impact on the student, staff member or third party, but are not retaliatory against the student, staff member or third party being harassed or the staff member who reported to the district official.

Any student or staff member who feels they are a victim of sexual harassment are encouraged to [immediately] report their concerns to district officials, this includes officials such as the principal, compliance officer or superintendent. Students may also report concerns to a teacher, counselor or school nurse, who will promptly notify the appropriate district official.

Upon receipt of a complaint from a student or the student's parents, a staff member or a third party alleging behavior that may violate this policy, the district shall provide written notice as required by Oregon Revised Statute (ORS) 342.704(5) to the complainant.

The person who initiated the complaint and if applicable the student's parents or person's parents shall be notified when the investigation is initiated and concluded and as to whether a violation of this policy was found to have occurred to the extent allowable under state and federal student confidentiality laws.

The initiation of a complaint, and the participation in an investigation, in good faith about behavior that may violate this policy may not adversely affect the educational assignments or any terms or conditions of employment or of work or educational environment of the person who initiated the complaint or who participates in the investigation. There shall be no retaliation by the district against any person who, in good faith, reports, files a complaint or otherwise participates in an investigation or inquiry of sexual harassment.

It is the intent of the Board that appropriate corrective action will be taken by the district to stop the sexual harassment, prevent its recurrence and address negative consequences. Students in violation of this policy shall be subject to discipline up to and including expulsion and/or counseling or sexual harassment awareness training, as appropriate. The age and maturity of the student(s) involved and other relevant factors will be considered in determining appropriate action. Staff members in violation of this policy shall be subject to discipline, up to and including dismissal and/or additional sexual harassment awareness training, as appropriate. Other individuals 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.

Additionally, the district may report individuals in violation of this policy to law enforcement officials. Licensed staff, staff registered with the Teacher Standards and Practices Commission (TSPC) and those participating in practicum programs, as specified by Oregon Administrative Rules, shall be reported to TSPC.

The superintendent shall ensure appropriate periodic sexual harassment awareness training or information is provided to all supervisors, staff members and students and that annually, the name and position of district officials responsible for accepting and managing sexual harassment complaints, business phone numbers, addresses or other necessary contact information is readily available. This policy as well as the complaint procedure will be made available upon request to all students, parents of students, staff members and third parties, posted on the district's website and published in student/parent and staff handbooks. The district's policy shall be posted on a sign in <sup>2</sup>[all grade 6 through 12 schools] [all schools]. Posted signs shall be at least 8-1/2 inches by 11 inches in size.

The superintendent will establish a process of reporting incidents of sexual harassment.

END OF POLICY

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**Legal Reference(s):**

[ORS 243.706](#)  
[ORS 332.107](#)  
[ORS 342.700](#)  
[ORS 342.704](#)  
[ORS 342.708](#)

[ORS 342.850](#)  
[ORS 342.865](#)  
[ORS 659.850](#)  
[ORS 659A.006](#)  
[ORS 659A.029](#)

[ORS 659A.030](#)  
[OAR 581-021-0038](#)  
[OAR 584-020-0040](#)  
[OAR 584-020-0041](#)

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

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

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

Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999).

Gebser v. Lago Vista Indep. Sch. Dist., 524 U.S. 274 (1998).

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[<sup>2</sup> Posting in "in grade 6 through 12 schools" is the minimum requirement per ORS 342.700.]

# OSBA Model Sample

Code: JBA/GBN-AR

Revised/Reviewed:

## Sexual Harassment Complaint Procedure

*Recommend to delete and replace with new version*

[Principals,] [the compliance officer] [and the superintendent] [has] [have] responsibility for reports, complaints and investigations concerning sexual harassment. The investigator(s) shall be a neutral party having had no involvement in the complaint presented.

Step 1 Any sexual harassment information (i.e., reports, complaints, rumors, etc.) shall be presented to district officials, this includes officials such as the principal, compliance officer or superintendent. All such information shall be reduced to writing and will include the specific nature of the sexual harassment and corresponding dates.

The district official receiving the complaint shall cause the district to provide written notice from the district to the complainant that includes:

1. The rights of the student, student's parents, staff member, person or person's parents who filed the complaint;
2. Information about the internal complaint processes available through the school or district that the student, student's parents, staff member, person or person's parents may pursue, including the person designated for the school or district for receiving complaints;
3. Notice that civil and criminal remedies that are not provided by the school or district may be available to the complainant through the legal system and that those remedies may be subject to statutes of limitation;
4. Information about services available to the student or staff member complainant through the school or district including any counseling services, nursing services or peer advising;
5. Information about the privacy rights of the student, student's parents, staff member, person or person's parents and legally recognized exceptions to those rights for internal complaint processes and services available through the school or district;
6. Information about, and contact information for, state and community-based services and resources that are available to persons who have experienced sexual harassment; and
7. Notice that students who report information about possible prohibited conduct and students who participate in an investigation under this policy may not be disciplined for violations of the district's drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered as a result of a prohibited conduct report or investigation unless the student gave another person alcohol or drugs without the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct.

This written notification must:

- D
1. Be written in plain language that is easy to understand;
  2. Use print that is of the color, size and font that allow the notification to be easily read; and
  3. Be made available to students, students' parents, staff members and members of the public at each school office, at the district office and on the school or district website.

Step 2 The district official receiving the information or complaint shall promptly initiate an investigation and will notify the complainant when such investigation is initiated. The official will arrange such meetings as may be necessary to discuss the issue with all concerned parties within [five] working days after receipt of the information or complaint. All findings of the investigation, including the response of the alleged harasser, shall be reduced to writing. The official conducting the investigation shall notify the complainant in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law. The parties will have an opportunity to submit evidence and a list of witnesses.

A copy of the notification letter provided in step 1 and the date and details of notification to the complainant of the results of the investigation, together with any other documentation related to the sexual harassment incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent.

Step 3 If a complainant is not satisfied with the decision at step 2, the complainant may submit a written appeal to the superintendent or designee. Such appeal must be filed within [10] working days after receipt of the step 2 decision. The superintendent or designee will arrange such meetings with the complainant and other affected parties as deemed necessary to discuss the appeal. The superintendent or designee shall provide a written decision to the complainant within [10] working days.

Step 4 If a complainant is not satisfied with the decision at step 3, the complainant may submit a written appeal to the Board. Such appeal must be filed within [10] working days after receipt of the step 3 decision. The Board shall, within [20] working days, conduct a hearing at which time the complainant shall be given an opportunity to present the appeal. The Board may use executive session if the subject matter qualifies under Oregon law. The Board shall provide a written decision to the complainant within [10] working days following completion of the hearing.

Complaints against the principal may start at step 3 and may be filed with the superintendent. The superintendent will cause the notice requirements identified in step 1 to be completed and the notice to the complainant when the investigation is initiated. The superintendent will investigate the complaint and will notify the complainant in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law. If the complaint remains unresolved within [10] working days of receipt by the superintendent, the complainant may appeal to the Board in step 4.



Complaints against the superintendent may start at step 4 and should be referred to the Board chair on behalf of the Board. The Board chair will cause the notice requirements identified in step 1 to be completed and the notice to the complainant when the investigation is initiated. The Board chair shall present the complaint to the Board. The Board may use executive session if the subject matter qualifies under Oregon law. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. The Board chair shall notify the complainant in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law. After receiving the results of the investigation, the Board shall decide, within [20] days, in open session what action, if any, is warranted.

Direct complaints related to employment may be filed with the U.S. Department of Labor, Equal Employment Opportunity Commission or Oregon Bureau of Labor and Industries.

Direct complaints related to educational programs and services may be made to the Regional Civil Rights Director, U.S. Department of Education, Office for Civil Rights, Region X, 915 2nd Ave., Room 3310, Seattle, WA 98174-1099.

Additional information regarding filing of a complaint may be obtained through the principal, compliance officer or superintendent.

All documentation related to sexual harassment complaints may become part of the student's education record or employee's personnel file, as appropriate. Additionally, a copy of all sexual harassment complaints and documentation will be maintained as a confidential file and stored in the district office.

The superintendent shall report the name of any person holding a teaching license or registered with Teacher Standards and Practices Commission (TSPC) or participating in a practicum under Oregon Administrative Rule (OAR) Chapter 584, Division 17, when, after appropriate investigation, there is reasonable cause to believe the person may have committed an act of sexual harassment. Reports shall be made to TSPC within 30 days of such a finding. Reports of sexual contact with a student shall be given to a representative from law enforcement or Oregon Department of Human Services, as possible child abuse.

[Name of District]  
[Address] | [Phone]

**SEXUAL HARASSMENT COMPLAINT FORM**

Name of complainant: \_\_\_\_\_

Position of complainant: \_\_\_\_\_

Date of complaint: \_\_\_\_\_

Name of alleged harasser: \_\_\_\_\_

Date and place of incident or incidents: \_\_\_\_\_

Description of misconduct: \_\_\_\_\_

Name of witnesses (if any): \_\_\_\_\_

Evidence of sexual harassment, i.e., letters, photos, etc. (attach evidence if possible): \_\_\_\_\_

Any other information: \_\_\_\_\_

I agree that all the information on this form is accurate and true to the best of my knowledge.

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

[Name of District]  
[Address] | [Phone]

**WITNESS DISCLOSURE FORM**

Name of Witness: \_\_\_\_\_

Position of Witness: \_\_\_\_\_

Date of Testimony/Interview: \_\_\_\_\_

Description of Instance Witnessed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Any Other Information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I agree that all the information on this form is accurate and true to the best of my knowledge.

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

# OSBA Model Sample Policy

Code: GBN/JBA  
Adopted:

## Sexual Harassment

The district is committed to eliminating sexual harassment. Sexual harassment will not be tolerated in the district. All students, staff members and other persons are entitled to learn and work in an environment that is free of harassment. All staff members, students and third parties are subject to this policy. Any person may report sexual harassment.

The district processes complaints<sup>{ 1 }</sup> or reports of sexual harassment under Oregon Revised Statute (ORS) 342.700 et. al. and federal Title IX laws found in Title 34 C.F.R. Part 106. Individual complaints may require both of these procedures, and may involve additional complaint procedures.

### General Procedures

When information, a report or complaint regarding sexual harassment is received by the district, the district will review such information, report or complaint to determine which law applies and will follow the appropriate procedures. When the alleged conduct could meet both of the definitions in ORS Chapter 342 and Title IX, both complaint procedures should be processed simultaneously (*see* GBN/JBA-AR(1) - Sexual Harassment Complaint Procedure and GBN/JBA-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure). The district may also need to use other complaint procedures when the alleged conduct could meet the definitions for other complaint procedures<sup>{ 2 }</sup>.

### OREGON DEFINITION AND PROCEDURES

#### Oregon Definition

Sexual harassment of students, staff members or third parties<sup>3</sup> shall include:

1. A demand or request for sexual favors in exchange for benefits;
2. Unwelcome conduct of a sexual nature that is physical, verbal, or nonverbal and that:
  - a. Interferes with a student's educational activity or program;
  - b. Interferes with a school or district staff member's ability to perform their job; or
  - c. Creates an intimidating, offensive or hostile environment.

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<sup>{ 1 }</sup> Some districts choose not to use the terms "complaint" and "complainant" because they feel the stigma associated with the terms discourage victims from reporting conduct. The terms used in this policy are consistent with those included in the law. If you choose to change these terms, make sure that you are consistent and clear. Note, "complainant" is defined under federal law. }

<sup>{ 2 }</sup> Common complaint procedures that may also be involved include: Nondiscrimination (Board policy AC), Workplace Harassment (Board policy GBEA), [Hazing, ]Harassment, Intimidation, Bullying, [Menacing, ]Cyberbullying, Teen Dating Violence and Domestic Violence – Student (Board policy JFCF), and Reporting Requirements for Suspected Sexual Conduct with Students (Board policy GBNA/JHFF)

<sup>3</sup> "Third party" means a person who is not a student or a school or district staff member and who is: 1) on or immediately adjacent to school grounds or district property; 2) At a school-sponsored activity or program; or 3) Off school grounds or district property if a student or a school or district staff member acts toward the person in a manner that creates a hostile environment for the person while on school or district property, or at a school- or district-sponsored activity.

3. Assault when sexual contact occurs without the student's, staff member's or third party's consent because the student, staff member or third party is under the influence of drugs or alcohol, is unconscious or is pressured through physical force, coercion or explicit or implied threats.<sup>{4}</sup>

Sexual harassment does not include conduct that is necessary because of a job duty of a school or district staff member or because of a service required to be provided by a contractor, agent, or volunteer, if the conduct is not the product of sexual intent or a person finding another person, or another person's action, offensive because of that other person's sexual orientation or gender identity.

Examples of sexual harassment may include, but not be limited to, physical touching or graffiti of a sexual nature; displaying or distributing of sexually explicit drawings; pictures and written materials; sexual gestures or obscene jokes; touching oneself sexually or talking about one's sexual behaviors in front of others; or spreading rumors about or rating other students or others as to appearance, sexual activity or performance.

## Oregon Procedures

Reports and complaints of sexual harassment should be made to the following individual(s):

Name	Position	Phone	Email
<u>Kim Grousbeck</u>	<u>Director of HR</u>	<u>541-259-8948</u>	<u>kim.grousbeck@lebanon.k12.or.us</u>
<u>Jennifer Meckley</u>	<u>Asst. Superintendent</u>	<u>541-259-8909</u>	<u>jennifer.meckley@lebanon.k12.or.us</u>

This/These individual(s) is/are responsible for accepting and managing complaints of sexual harassment. Persons wishing to report should contact them using the above information. This person is also designated as the Title IX Coordinator. *See* GBN/JBA-AR(1) - Sexual Harassment Complaint Procedure.

## Response

Any staff member who becomes aware of behavior that may violate this policy shall immediately report to a district official. The district official (with coordination involving the reporting staff member when appropriate) will take any action necessary to ensure the:

1. Student is protected and to promote a nonhostile learning environment;
2. Staff member is protected and to promote a nonhostile work environment; or
3. Third party who is subjected to the behavior is protected and to promote a nonhostile environment.

This includes providing resources for support measures to the student, staff member or third party who was subjected to the behavior and taking any actions necessary to remove potential future impact on the student, staff member or third party, but are not retaliatory against the student, staff member or third party being harassed or the person who reported to the district official.

Any student or staff member who feels they are a victim of sexual harassment are encouraged to immediately report their concerns to district officials, this includes officials such as the principal, compliance officer or superintendent. Students may also report concerns to a teacher, counselor or school nurse, who will promptly notify the appropriate district official.

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<sup>{4}</sup> The statutory definition (ORS 342.704) for sexual harassment includes separate definitions with slightly different language for students, staff members and third parties. The language used in this policy comes from OAR 581-021-0038(1)(b). If the district would like to include the full statutory definition, it can do so.

## Investigation

All reports and complaints about behavior that may violate this policy shall be investigated. The district may use, but is not limited to, the following means for investigating incidents of possible harassment:

1. Interviews with those involved;
2. Interviews with witnesses;
3. Review of video surveillance;
4. Review of written communications, including electronic communications;
5. Review of any physical evidence; and
6. Use of third-party investigator.

The district will use a reasonable person standard when determining whether a hostile environment exists. A hostile environment exists if a reasonable person with similar characteristics and under similar circumstances would consider the conduct to be so severe as to create a hostile environment.<sup>{ 5 }</sup>

The district may take, but is not limited to, the following procedures and remedial action to address and stop sexual harassment:

1. Discipline of staff and students engaging in sexual harassment;
2. Removal of third parties engaged in sexual harassment;
3. Additional supervision in activities;
4. Additional controls for district electronic systems;
5. Trainings and education for staff and students; and
6. Increased notifications regarding district procedures and resources.

When a student or staff member is harassed by a third party, the district will consider the following:

1. Removing that third party's ability to contract or volunteer with the district, or be present on district property;
2. If the third party works for an entity that contracts with the district, communicating with the third party's employer;
3. If the third party is a student of another district or school, communicate information related to the incident to the other district or school;
4. Limiting attendance at district events; and

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<sup>{ 5 }</sup> OSBA strongly recommends that the Board receive input from district administration prior to adopting a standard here. Of note, Title IX's definition of sexual harassment includes "unwelcome conduct determined *by a reasonable person* to be..." 34 CFR 106.30(a), emphasis added. It is important to consider the different definitions under Oregon law and Title IX when determining which standards will apply for the Oregon process.}



5. Providing for additional supervision, including law enforcement if necessary, at district events.

## **No Retaliation**

Retaliation against persons who initiate complaint or otherwise report sexual harassment or who participate in an investigation or other related activities is prohibited. The initiation of a complaint, reporting of behavior, or participation in an investigation, in good faith about behavior that may violate this policy may not adversely affect the:

1. Educational assignments or educational environment of a student or other person initiating the complaint, reporting the behavior, or participating in the investigation; or
2. Any terms or conditions of employment or of work or educational environment of a school or district staff member or other person initiating the complaint, reporting the behavior, or participating in the investigation.

Students who initiate a complaint or otherwise report harassment covered by the policy or who participate in an investigation may not be disciplined for violations of the district's drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered because of the report or investigation, unless the student gave another person alcohol or drugs without the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct.

## **Notice**

When a person<sup>6</sup> who may have been affected by this policy files a complaint or otherwise reports behavior that may violate the policy, the district shall provide written notification to the following:

1. Each reporting person;
2. If appropriate, any impacted person who is not a reporting person;
3. Each reported person; and
4. Where applicable, a parent or legal guardian of a reporting person, impacted person, or reported person.

The written notification must include<sup>7</sup>:

1. Name and contact information for all person designated by the district to receive complaints;
2. The rights of the person that the notification is going to;
3. Information about the internal complaint processes available through the school or district that the person who filed the complaint may pursue, including the person designated for the school or district for receiving complaints and any timelines.
4. Notice that civil and criminal remedies that are not provided by the school or district may be available to the person through the legal system and that those remedies may be subject to statutes of limitation;

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<sup>6</sup> Student, staff member, or third party, or if applicable, the student or third party's parent. If the person is a minor, the district should consider when to contact the person's parent.

<sup>7</sup> Remember confidentiality laws when providing any information.

5. Information about services available to the student or staff member through the school or district, including any counseling services, nursing services or peer advising;
6. Information about the privacy rights of the person and legally recognized exceptions to those rights for internal complaint processes and services available through the school or district;
7. Information about, and contact information for, services and resources that are available to the person, including but not limited to:
  - a. For the reporting person, state and community-based resources for persons who have experienced sexual harassment; or
  - b. For the reported persons, information about and contact information for state and community-based mental health services.
8. Notice that students who report about possible prohibited conduct and students who participate in an investigation under this policy may not be disciplined for violations of the district's drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered as a result of a prohibited conduct report or investigation unless the student gave another person alcohol or drugs without the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct; and
9. Prohibition of retaliation.

Notification, to the extent allowable under state and federal student confidentiality laws, must be provided when the investigation is initiated and concluded. The notification at the conclusion must include whether a violation of the policy was found to have occurred.

The notice must:

1. Be written in plain language that is easy to understand;
2. Use print that is of a color, size and font that allows the notification to be easily read; and
3. Be made available to students, students' parents, staff members and member of the public at each office, at the district office and on the website of the school or district.

### **Oregon Department of Education (ODE) Support**

The ODE will provide technical assistance and training upon request.

### **FEDERAL DEFINITION AND PROCEDURES**

#### **Federal Definition**

Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity<sup>8</sup>;
3. "Sexual assault": an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;
4. "Dating violence": violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship and the frequency of interaction between the persons involved in the relationship;
5. "Domestic Violence": felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction; or
6. "Stalking": engaging in a course of conduct directed at a specific person that would cause a reasonable person fear for the person's own safety or the safety of others, or suffer substantial emotional distress.

This definition only applies to sex discrimination occurring against a person who is a subject of this policy in the United States. A district's treatment of a complainant or a respondent in response to a formal complaint of sexual harassment may constitute discrimination on the basis of sex under Title IX.

## **Federal Procedures**

The district will adopt and publish grievance procedures that provide for the prompt and equitable resolution of the student and employee complaints alleging any action that would be prohibited by this policy. *See* GBN/JBA-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure.

## **Reporting**

Any person may report sexual harassment. This report may be made in person, by mail, by telephone, or by electronic mail, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. The report can be made at any time.

Kim Grousbeck is designated as the Title IX Coordinator and can be contacted at (541) 259-8948. The Title IX Coordinator will coordinate the district's efforts to comply with its responsibilities related to this AR. The district prominently will display the contact information for the Title IX Coordinator on the district website and in each handbook.<sup>{<sup>9</sup>}</sup>

## **Response**

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<sup>8</sup> "Education program or activity" includes locations, events, or circumstances over which the recipient exercised substantial control over both the respondent and the context in which the sexual harassment occurs." (Title 34 C.F.R. § 106.44(a))

{<sup>9</sup> Note the difference in requirements for Title IX and Oregon law. It makes sense to align these requirements.}

The district will promptly respond to information, allegations or reports of sexual harassment when there is actual knowledge of such harassment, even if a formal complaint has not been filed.<sup>10</sup> The district shall treat complainants and respondents equitably by providing supportive measures<sup>11</sup> to the complainant and by following a grievance procedure<sup>12</sup> prior to imposing any disciplinary sanctions or other actions that are not supportive measures against a respondent. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

The Title IX Coordinator must promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes, with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.<sup>13</sup>

If after an individualized safety and risk analysis, it is determined that there is an immediate threat to the physical health or safety of any person, an emergency removal of the respondent can take place.<sup>14</sup> The district must provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. A non-student employee may also be placed on non-disciplinary administrative leave pending the grievance process.

## **Notice**

The district shall provide notice to all applicants for admission and employment, students, parents or legal guardians, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the following:

1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator(s);
2. That the district does not discriminate on the basis of sex in the education program or activity that it operates, as required by Title IX. This includes admissions and employment; and
3. The grievance procedure and process, how to file a formal complaint of sex discrimination or sexual harassment, and how the district will respond.

Inquiries about the application to Title IX and its requirements may be referred to the Title IX Coordinator.

## **No Retaliation**

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<sup>10</sup> (Title 34 C.F.R. §106.44(a)) Response cannot be deliberately indifferent. A recipient is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

<sup>11</sup> (Title 34 C.F.R. § 106.44(a)) Supportive measures means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment.<sup>11</sup> The district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide supportive measures. (Title 34 C.F.R. § 99.30(a))

<sup>12</sup> This grievance procedure must meet the requirements of Title 34 C.F.R. § 106.45 (included in accompanying administrative regulation, *see* GBN/JBA-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure).

<sup>13</sup> The Title IX Coordinator may also discuss that the Title IX Coordinator has the ability to file a formal complaint.

<sup>14</sup> The district may still have obligations under Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 or the American with Disabilities Act (ADA). (Title 34 C.F.R. § 106.44(c))

Neither the district or any person may retaliate<sup>15</sup> against an individual for reporting, testifying, providing evidence, being a complainant, otherwise participating or refusing to participate in any investigation or process in accordance with this procedure. The district must keep confidential the identity of parties and participating persons, except as disclosure is allowed under Family Educational Rights and Privacy Act (FERPA), as required by law, or to carry out the proceedings herein. Complaints of retaliation may be filed using these procedures.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding does not constitute retaliation.

## **Publication**

This policy shall be made available to students, parents of students and staff members. This policy and contact information for the Title IX Coordinator shall be prominently published in the district student handbook and on the district website. This policy shall also be made available at each school office and at the district office. The district shall post this policy on a sign in all grade 6 through 12 schools, on a sign that is at least 8.5 inches by 11 inches in size. A copy of the policy will be made available to any student, parent of a student, school or district staff member, or third party upon request.

END OF POLICY

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

[ORS 243.706](#)  
[ORS 332.107](#)  
[ORS 342.700](#)  
[ORS 342.704](#)  
[ORS 342.708](#)

[ORS 342.850](#)  
[ORS 342.865](#)  
[ORS 659.850](#)  
[ORS 659A.006](#)  
[ORS 659A.029](#)

[ORS 659A.030](#)  
[OAR 581-021-0038](#)  
[OAR 584-020-0040](#)  
[OAR 584-020-0041](#)

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

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

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

Bartsch v. Elkton School District, FDA-13-011 (March 27, 2014).

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<sup>15</sup> Retaliation includes, but is not limited to, intimidation, threats, coercion, and discrimination.

# OSBA Model Sample Policy

Code: JBA/GBN  
Adopted:

## Sexual Harassment

The district is committed to eliminating sexual harassment. Sexual harassment will not be tolerated in the district. All students, staff members and other persons are entitled to learn and work in an environment that is free of harassment. All staff members, students and third parties are subject to this policy. Any person may report sexual harassment.

The district processes complaints<sup>{ 1 }</sup> or reports of sexual harassment under Oregon Revised Statute (ORS) 342.700 et. al. and federal Title IX laws found in Title 34 C.F.R. Part 106. Individual complaints may require both of these procedures, and may involve additional complaint procedures.

### General Procedures

When information, a report or complaint regarding sexual harassment is received by the district, the district will review such information, report or complaint to determine which law applies and will follow the appropriate procedures. When the alleged conduct could meet both of the definitions in ORS Chapter 342 and Title IX, both complaint procedures should be processed simultaneously (*see* JBA/GBN-AR(1) - Sexual Harassment Complaint Procedure and JBA/GBN-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure). The district may also need to use other complaint procedures when the alleged conduct could meet the definitions for other complaint procedures<sup>{ 2 }</sup>.

### OREGON DEFINITION AND PROCEDURES

#### Oregon Definition

Sexual harassment of students, staff members or third parties<sup>3</sup> shall include:

1. A demand or request for sexual favors in exchange for benefits;
2. Unwelcome conduct of a sexual nature that is physical, verbal, or nonverbal and that:
  - a. Interferes with a student's educational activity or program;
  - b. Interferes with a school or district staff member's ability to perform their job; or
  - c. Creates an intimidating, offensive or hostile environment.

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{<sup>1</sup> Some districts choose not to use the terms "complaint" and "complainant" because they feel the stigma associated with the terms discourage victims from reporting conduct. The terms used in this policy are consistent with those included in the law. If you choose to change these terms, make sure that you are consistent and clear. Note, "complainant" is defined under federal law. }

{<sup>2</sup> Common complaint procedures that may also be involved include: Nondiscrimination (Board policy AC), Workplace Harassment (Board policy GBEA), [Hazing, ]Harassment, Intimidation, Bullying, [Menacing, ]Cyberbullying, Teen Dating Violence and Domestic Violence – Student (Board policy JFCF), and Reporting Requirements for Suspected Sexual Conduct with Students (Board policy JHFF/GBNAA)

<sup>3</sup> "Third party" means a person who is not a student or a school or district staff member and who is: 1) on or immediately adjacent to school grounds or district property; 2) At a school-sponsored activity or program; or 3) Off school grounds or district property if a student or a school or district staff member acts toward the person in a manner that creates a hostile environment for the person while on school or district property, or at a school- or district-sponsored activity.



3. Assault when sexual contact occurs without the student's, staff member's or third party's consent because the student, staff member or third party is under the influence of drugs or alcohol, is unconscious or is pressured through physical force, coercion or explicit or implied threats.<sup>{ 4 }</sup>

Sexual harassment does not include conduct that is necessary because of a job duty of a school or district staff member or because of a service required to be provided by a contractor, agent, or volunteer, if the conduct is not the product of sexual intent or a person finding another person, or another person's action, offensive because of that other person's sexual orientation or gender identity.

Examples of sexual harassment may include, but not be limited to, physical touching or graffiti of a sexual nature; displaying or distributing of sexually explicit drawings; pictures and written materials; sexual gestures or obscene jokes; touching oneself sexually or talking about one's sexual behaviors in front of others; or spreading rumors about or rating other students or others as to appearance, sexual activity or performance.

## Oregon Procedures

Reports and complaints of sexual harassment should be made to the following individual(s):

Name	Position	Phone	Email
<u>Kim Grousbeck</u>	<u>Director of HR</u>	<u>541-259-8948</u>	<u>kim.grousbeck@lebanon.k12.or.us</u>
<u>Jennifer Meckley</u>	<u>Asst. Superintendent</u>	<u>541-259-8909</u>	<u>jennifer.meckley@lebanon.k12.or.us</u>

This/These individual(s) is/are responsible for accepting and managing complaints of sexual harassment. Persons wishing to report should contact them using the above information. This person is also designated as the Title IX Coordinator.<sup>{ 5 }</sup> See JBA/GBN-AR(1) - Sexual Harassment Complaint Procedure.

## Response

Any staff member who becomes aware of behavior that may violate this policy shall immediately report to a district official. The district official (with coordination involving the reporting staff member when appropriate) will take any action necessary to ensure the:

1. Student is protected and to promote a nonhostile learning environment;
2. Staff member is protected and to promote a nonhostile work environment; or
3. Third party who is subjected to the behavior is protected and to promote a nonhostile environment.

This includes providing resources for support measures to the student, staff member or third party who was subjected to the behavior and taking any actions necessary to remove potential future impact on the student, staff member or third party, but are not retaliatory against the student, staff member or third party being harassed or the person who reported to the district official.

Any student or staff member who feels they are a victim of sexual harassment are encouraged to immediately report their concerns to district officials, this includes officials such as the principal,

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<sup>{ 4 }</sup> The statutory definition (ORS 342.704) for sexual harassment includes separate definitions with slightly different language for students, staff members and third parties. The language used in this policy comes from OAR 581-021-0038(1)(b). If the district would like to include the full statutory definition, it can do so.

<sup>{ 5 }</sup> This must be communicated elsewhere, but it is a good reason to specify it here as well.

compliance officer or superintendent. Students may also report concerns to a teacher, counselor or school nurse, who will promptly notify the appropriate district official.

## Investigation

All reports and complaints about behavior that may violate this policy shall be investigated. The district may use, but is not limited to, the following means for investigating incidents of possible harassment:

1. Interviews with those involved;
2. Interviews with witnesses;
3. Review of video surveillance;
4. Review of written communications, including electronic communications;
5. Review of any physical evidence; and
6. Use of third-party investigator.

The district will use a reasonable person standard when determining whether a hostile environment exists. A hostile environment exists if a reasonable person with similar characteristics and under similar circumstances would consider the conduct to be so severe as to create a hostile environment.<sup>{ 6 }</sup>

The district may take, but is not limited to, the following procedures and remedial action to address and stop sexual harassment:

1. Discipline of staff and students engaging in sexual harassment;
2. Removal of third parties engaged in sexual harassment;
3. Additional supervision in activities;
4. Additional controls for district electronic systems;
5. Trainings and education for staff and students; and
6. Increased notifications regarding district procedures and resources.

When a student or staff member is harassed by a third party, the district will consider the following:

1. Removing that third party's ability to contract or volunteer with the district, or be present on district property;
2. If the third party works for an entity that contracts with the district, communicating with the third party's employer;
3. If the third party is a student of another district or school, communicate information related to the incident to the other district or school;

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{<sup>6</sup> OSBA strongly recommends that the Board receive input from district administration prior to adopting a standard here. Of note, Title IX's definition of sexual harassment includes "unwelcome conduct determined *by a reasonable person* to be..." 34 CFR 106.30(a), emphasis added. It is important to consider the different definitions under Oregon law and Title IX when determining which standards will apply for the Oregon process.}

4. Limiting attendance at district events; and
5. Providing for additional supervision, including law enforcement if necessary, at district events.

### **No Retaliation**

Retaliation against persons who initiate complaint or otherwise report sexual harassment or who participate in an investigation or other related activities is prohibited. The initiation of a complaint, reporting of behavior, or participation in an investigation, in good faith about behavior that may violate this policy may not adversely affect the:

1. Educational assignments or educational environment of a student or other person initiating the complaint, reporting the behavior, or participating in the investigation; or
2. Any terms or conditions of employment or of work or educational environment of a school or district staff member or other person initiating the complaint, reporting the behavior, or participating in the investigation.

Students who initiate a complaint or otherwise report harassment covered by the policy or who participate in an investigation may not be disciplined for violations of the district's drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered because of the report or investigation, unless the student gave another person alcohol or drugs without the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct.

### **Notice**

When a person<sup>7</sup> who may have been affected by this policy files a complaint or otherwise reports behavior that may violate the policy, the district shall provide written notification to the following:

1. Each reporting person;
2. If appropriate, any impacted person who is not a reporting person;
3. Each reported person; and
4. Where applicable, a parent or legal guardian of a reporting person, impacted person, or reported person.

The written notification must include<sup>8</sup>:

1. Name and contact information for all person designated by the district to receive complaints;
2. The rights of the person that the notification is going to;
3. Information about the internal complaint processes available through the school or district that the person who filed the complaint may pursue, including the person designated for the school or district for receiving complaints and any timelines.

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<sup>7</sup> Student, staff member, or third party, or if applicable, the student or third party's parent. If the person is a minor, the district should consider when to contact the person's parent.

<sup>8</sup> Remember confidentiality laws when providing any information.

4. Notice that civil and criminal remedies that are not provided by the school or district may be available to the person through the legal system and that those remedies may be subject to statutes of limitation;
5. Information about services available to the student or staff member through the school or district, including any counseling services, nursing services or peer advising;
6. Information about the privacy rights of the person and legally recognized exceptions to those rights for internal complaint processes and services available through the school or district;
7. Information about, and contact information for, services and resources that are available to the person, including but not limited to:
  - a. For the reporting person, state and community-based resources for persons who have experienced sexual harassment; or
  - b. For the reported persons, information about and contact information for state and community-based mental health services.
8. Notice that students who report about possible prohibited conduct and students who participate in an investigation under this policy may not be disciplined for violations of the district's drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered as a result of a prohibited conduct report or investigation unless the student gave another person alcohol or drugs without the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct; and
9. Prohibition of retaliation.

Notification, to the extent allowable under state and federal student confidentiality laws, must be provided when the investigation is initiated and concluded. The notification at the conclusion must include whether a violation of the policy was found to have occurred.

The notice must:

1. Be written in plain language that is easy to understand;
2. Use print that is of a color, size and font that allows the notification to be easily read; and
3. Be made available to students, students' parents, staff members and member of the public at each office, at the district office and on the website of the school or district.

### **Oregon Department of Education (ODE) Support**

The ODE will provide technical assistance and training upon request.

### **FEDERAL DEFINITION AND PROCEDURES**

#### **Federal Definition**

Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district’s education program or activity<sup>9</sup>;
3. “Sexual assault”: an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;
4. “Dating violence”: violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship and the frequency of interaction between the persons involved in the relationship;
5. “Domestic Violence”: felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction; or
6. “Stalking”: engaging in a course of conduct directed at a specific person that would cause a reasonable person fear for the person’s own safety or the safety of others, or suffer substantial emotional distress.

This definition only applies to sex discrimination occurring against a person who is a subject of this policy in the United States. A district’s treatment of a complainant or a respondent in response to a formal complaint of sexual harassment may constitute discrimination on the basis of sex under Title IX.

## **Federal Procedures**

The district will adopt and publish grievance procedures that provide for the prompt and equitable resolution of the student and employee complaints alleging any action that would be prohibited by this policy. *See* JBA/GBN-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure.

## **Reporting**

Any person may report sexual harassment. This report may be made in person, by mail, by telephone, or by electronic mail, or by any other means that results in the Title IX Coordinator receiving the person’s verbal or written report. The report can be made at any time.

Kim Grousbeck is designated as the Title IX Coordinator and can be contacted at 541-259-8948. The Title IX Coordinator will coordinate the district’s efforts to comply with its responsibilities related to this AR. The district prominently will display the contact information for the Title IX Coordinator on the district website and in each handbook.<sup>{ 10 }</sup>

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<sup>9</sup> “Education program or activity” includes locations, events, or circumstances over which the recipient exercised substantial control over both the respondent and the context in which the sexual harassment occurs.” (Title 34 C.F.R. § 106.44(a))

<sup>{ 10 }</sup> Note the difference in requirements for Title IX and Oregon law. It makes sense to align these requirements. }

## Response

The district will promptly respond to information, allegations or reports of sexual harassment when there is actual knowledge of such harassment, even if a formal complaint has not been filed.<sup>11</sup> The district shall treat complainants and respondents equitably by providing supportive measures<sup>12</sup> to the complainant and by following a grievance procedure<sup>13</sup> prior to imposing any disciplinary sanctions or other actions that are not supportive measures against a respondent. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

The Title IX Coordinator must promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes, with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.<sup>14</sup>

If after an individualized safety and risk analysis, it is determined that there is an immediate threat to the physical health or safety of any person, an emergency removal of the respondent can take place.<sup>15</sup> The district must provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. A non-student employee may also be placed on non-disciplinary administrative leave pending the grievance process.

## Notice

The district shall provide notice to all applicants for admission and employment, students, parents or legal guardians, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the following:

1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator(s);
2. That the district does not discriminate on the basis of sex in the education program or activity that it operates, as required by Title IX. This includes admissions and employment; and
3. The grievance procedure and process, how to file a formal complaint of sex discrimination or sexual harassment, and how the district will respond.

Inquiries about the application to Title IX and its requirements may be referred to the Title IX Coordinator.

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<sup>11</sup> (Title 34 C.F.R. §106.44(a)) Response cannot be deliberately indifferent. A recipient is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

<sup>12</sup> (Title 34 C.F.R. § 106.44(a)) Supportive measures means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment.<sup>12</sup> The district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide supportive measures. (Title 34 C.F.R. § 99.30(a))

<sup>13</sup> This grievance procedure must meet the requirements of Title 34 C.F.R. § 106.45 (included in accompanying administrative regulation, *see* JBA/GBN-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure).

<sup>14</sup> The Title IX Coordinator may also discuss that the Title IX Coordinator has the ability to file a formal complaint.

<sup>15</sup> The district may still have obligations under Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 or the American with Disabilities Act (ADA). (Title 34 C.F.R. § 106.44(c))



## No Retaliation

Neither the district or any person may retaliate<sup>16</sup> against an individual for reporting, testifying, providing evidence, being a complainant, otherwise participating or refusing to participate in any investigation or process in accordance with this procedure. The district must keep confidential the identity of parties and participating persons, except as disclosure is allowed under Family Educational Rights and Privacy Act (FERPA), as required by law, or to carry out the proceedings herein. Complaints of retaliation may be filed using these procedures.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding does not constitute retaliation.

## Publication

This policy shall be made available to students, parents of students and staff members. This policy and contact information for the Title IX Coordinator shall be prominently published in the district student handbook and on the district website. This policy shall also be made available at each school office and at the district office. The district shall post this policy on a sign in all grade 6 through 12 schools, on a sign that is at least 8.5 inches by 11 inches in size. A copy of the policy will be made available to any student, parent of a student, school or district staff member, or third party upon request.

END OF POLICY

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### Legal Reference(s):

[ORS 243.706](#)  
[ORS 332.107](#)  
[ORS 342.700](#)  
[ORS 342.704](#)  
[ORS 342.708](#)

[ORS 342.850](#)  
[ORS 342.865](#)  
[ORS 659.850](#)  
[ORS 659A.006](#)  
[ORS 659A.029](#)

[ORS 659A.030](#)  
[OAR 581-021-0038](#)  
[OAR 584-020-0040](#)  
[OAR 584-020-0041](#)

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

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

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

Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999).

Gebser v. Lago Vista Indep. Sch. Dist., 524 U.S. 274 (1998).

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<sup>16</sup> Retaliation includes, but is not limited to, intimidation, threats, coercion, and discrimination.

Code: GBN/JBA-AR(1)

Revised/Reviewed:

**Sexual Harassment Complaint Procedure**

{<sup>1</sup>} Reports and complaints of sexual harassment should be made to the following individual(s):

Name	Position	Phone	Email
<u>Kim Grousbeck</u>	<u>Director of HR</u>	<u>541-259-8948</u>	<u>kim.grousbeck@lebanon.k12.or.us</u>
<u>Jennifer Meckley</u>	<u>Asst. Superintendent</u>	<u>541-259-8909</u>	<u>jennifer.meckley@lebanon.k12.or.us</u>

The district official receiving the complaint shall issue the required written notice as outlined under Oregon Procedures in Board policy GBN/JBA - Sexual Harassment.

**Step 1** The district official receiving the report or complaint shall promptly initiate an investigation using procedures and standards, including but not limited to, those identified in Board policy GBN/JBA - Sexual Harassment and will notify the complainant or reporting person, any impacted person who is not a reporting person (if appropriate), each reported person, and where applicable the parents of a reporting person, impacted person, or reported person, when such investigation is initiated. The official will arrange such meetings as may be necessary to discuss the issue with all concerned parties within **[five]** working days after receipt of the report or complaint. The parties will have an opportunity to submit evidence and a list of witnesses. All findings of the investigation shall be reduced to writing. The official conducting the investigation shall notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law within **[30]** days of receipt of the report or complaint.

A copy of the required written notice(s) and the date and details of notification of the notice of investigation and results of the investigation, together with any other documentation related to the sexual harassment incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent.

**Step 2** If a complainant is not satisfied with the decision at Step 1, the complainant may submit a written appeal to the superintendent[ or designee]. Such appeal must be filed within **[10]** working days after receipt of the Step 1 decision. The superintendent[ or designee] will arrange such meetings with the complainant and other affected parties as deemed necessary to discuss the appeal within **[5]** working days of receipt of the appeal. The superintendent[ or designee] shall provide a written decision to the complainant within **[10]** working days.

**Step 3** If a complainant is not satisfied with the decision at Step 2, the complainant may submit a written appeal to the Board. Such appeal must be filed within **[10]** working days after receipt of the Step 2 decision. The Board will review the decision of the superintendent [or designee] in a public meeting to determine what action is appropriate. The Board may use executive

<sup>1</sup> Align with same positions identified in policy. }

session if the subject matter qualifies under Oregon law. Appropriate action may include, but is not limited to, holding a hearing, requesting additional information, and adopting the superintendent's[ or designee's] decision. All parties involved, including the school administration, may be asked to attend a hearing for the purposes of making further explanations and clarifying the issues. The Board shall provide a written decision to the complainant within [30] working days following receipt of the appeal.

If the Board chooses not to hear the complaint, the superintendent's[ or designee's] decision in Step 2 is final<sup>2</sup>.

The superintendent is authorized to amend these procedures (including timelines) when the superintendent feels it is necessary for the efficient handling of the complaint. Notice of any amendments will be promptly provided to the parties.

Complaints against the principal may start at Step 2 and may be filed with the superintendent[ or designee]. The superintendent[ or designee] will cause the required notices to be provided. The superintendent[ or designee] will investigate the complaint and will notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law. If the complaint remains unresolved within [10] working days of receipt by the superintendent[ or designee], the complainant may appeal to the Board in Step 3.

Complaints against the superintendent or a Board member (other than the Board chair) may start at Step 3 and should be referred to the Board chair on behalf of the Board. The Board chair will cause required notices to be provided. The Board chair shall present the complaint to the Board. The Board may use executive session if the subject matter qualifies under Oregon law. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, within [20] days, in open session what action, if any, is warranted. The Board chair shall notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law.

Complaints against the Board chair may start at Step 3 and should be referred to the Board vice chair on behalf of the Board. The Board vice chair will cause required notices to be provided. The Board vice chair shall present the complaint to the Board. The Board may use executive session if the subject matter qualifies under Oregon law. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, within [20] days, in open session what action, if any, is warranted. The Board vice chair shall notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law.

Direct complaints related to employment may be filed with the U.S. Department of Labor, Equal Employment Opportunity Commission or Oregon Bureau of Labor and Industries.

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<sup>2</sup> [If the Board chooses to accept the superintendent's decision as the district's final decision on the complaint, the superintendent's written decision must meet the requirements of OAR 581-022-2370(4)(b).]

Direct complaints related to educational programs and services may be made to the Regional Civil Rights Director, U.S. Department of Education, Office for Civil Rights, Region X, 915 2nd Ave., Room 3310, Seattle, WA 98174-1099.

Additional information regarding filing of a complaint or report may be obtained through the principal, compliance officer or superintendent.

All documentation related to sexual harassment complaints may become part of the student's education record or employee's personnel file, as appropriate. Additionally, a copy of all sexual harassment complaints or reports and documentation will be maintained as a confidential file and stored in the district office.

The superintendent shall report the name of any person holding a teaching license or registered with Teacher Standards and Practices Commission (TSPC) or participating in a practicum under Oregon Administrative Rule (OAR) Chapter 584, Division 17, when, after appropriate investigation, there is reasonable cause to believe the person may have committed an act of sexual harassment. Reports shall be made to TSPC within 30 days of such a finding. Reports of sexual contact with a student shall be given to a representative from law enforcement or Oregon Department of Human Services, as possible child abuse.

**Lebanon Community School District**  
**485 S. 5<sup>th</sup> Street, Lebanon, OR 97355 | (541) 451-8511**

**SEXUAL HARASSMENT COMPLAINT FORM**

Name of complainant: \_\_\_\_\_

Position of complainant: \_\_\_\_\_

Date of complaint: \_\_\_\_\_

Name of alleged harasser: \_\_\_\_\_

Date and place of incident or incidents: \_\_\_\_\_

\_\_\_\_\_

Description of misconduct: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of witnesses (if any): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Evidence of sexual harassment, i.e., letters, photos, etc. (attach evidence if possible): \_\_\_\_\_

\_\_\_\_\_

Any other information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I agree that all the information on this form is accurate and true to the best of my knowledge.

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

**Lebanon Community School District**  
**485 S. 5<sup>th</sup> Street, Lebanon, OR 97355 | (541) 451-8511**

**WITNESS DISCLOSURE FORM**

Name of Witness: \_\_\_\_\_

Position of Witness: \_\_\_\_\_

Date of Testimony/Interview: \_\_\_\_\_

Description of Instance Witnessed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Any Other Information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I agree that all the information on this form is accurate and true to the best of my knowledge.

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



Code: JBA/GBN-AR(1)

Revised/Reviewed:

### Sexual Harassment Complaint Procedure

{<sup>1</sup>} Reports and complaints of sexual harassment should be made to the following individual(s):

Name	Position	Phone	Email
<u>Kim Grousbeck</u>	<u>Director of HR</u>	<u>541-259-8948</u>	<u>kim.grousbeck@lebanon.k12.or.us</u>
<u>Jennifer Meckley</u>	<u>Asst. Superintendent</u>	<u>541-259-8909</u>	<u>jennifer.meckley@lebanon.k12.or.us</u>

The district official receiving the complaint shall issue the required written notice as outlined under Oregon Procedures in Board policy JBA/GBN - Sexual Harassment.

**Step 1** The district official receiving the report or complaint shall promptly initiate an investigation using procedures and standards, including but not limited to, those identified in Board policy JBA/GBN - Sexual Harassment and will notify the complainant or reporting person, any impacted person who is not a reporting person (if appropriate), each reported person, and where applicable the parents of a reporting person, impacted person, or reported person, when such investigation is initiated. The official will arrange such meetings as may be necessary to discuss the issue with all concerned parties within **[five]** working days after receipt of the report or complaint. The parties will have an opportunity to submit evidence and a list of witnesses. All findings of the investigation shall be reduced to writing. The official conducting the investigation shall notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law within **[30]** days of receipt of the report or complaint.

A copy of the required written notice(s) and the date and details of notification of the notice of investigation and results of the investigation, together with any other documentation related to the sexual harassment incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent.

**Step 2** If a complainant is not satisfied with the decision at Step 1, the complainant may submit a written appeal to the superintendent[ or designee]. Such appeal must be filed within **[10]** working days after receipt of the Step 1 decision. The superintendent[ or designee] will arrange such meetings with the complainant and other affected parties as deemed necessary to discuss the appeal within **[5]** working days of receipt of the appeal. The superintendent[ or designee] shall provide a written decision to the complainant within **[10]** working days.

**Step 3** If a complainant is not satisfied with the decision at Step 2, the complainant may submit a written appeal to the Board. Such appeal must be filed within **[10]** working days after receipt of the Step 2 decision. The Board will review the decision of the superintendent [or designee] in a public meeting to determine what action is appropriate. The Board may use executive

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{<sup>1</sup> Align with same positions identified in policy. }

session if the subject matter qualifies under Oregon law. Appropriate action may include, but is not limited to, holding a hearing, requesting additional information, and adopting the superintendent's[ or designee's] decision. All parties involved, including the school administration, may be asked to attend a hearing for the purposes of making further explanations and clarifying the issues. The Board shall provide a written decision to the complainant within [30] working days following receipt of the appeal.

If the Board chooses not to hear the complaint, the superintendent's[ or designee's] decision in Step 2 is final<sup>2</sup>.

The superintendent is authorized to amend these procedures (including timelines) when the superintendent feels it is necessary for the efficient handling of the complaint. Notice of any amendments will be promptly provided to the parties.

Complaints against the principal may start at Step 2 and may be filed with the superintendent[ or designee]. The superintendent[ or designee] will cause the required notices to be provided. The superintendent[ or designee] will investigate the complaint and will notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law. If the complaint remains unresolved within [10] working days of receipt by the superintendent[ or designee], the complainant may appeal to the Board in Step 3.

Complaints against the superintendent or a Board member (other than the Board chair) may start at Step 3 and should be referred to the Board chair on behalf of the Board. The Board chair will cause required notices to be provided. The Board chair shall present the complaint to the Board. The Board may use executive session if the subject matter qualifies under Oregon law. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, within [20] days, in open session what action, if any, is warranted. The Board chair shall notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law.

Complaints against the Board chair may start at Step 3 and should be referred to the Board vice chair on behalf of the Board. The Board vice chair will cause required notices to be provided. The Board vice chair shall present the complaint to the Board. The Board may use executive session if the subject matter qualifies under Oregon law. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, within [20] days, in open session what action, if any, is warranted. The Board vice chair shall notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law.

Direct complaints related to employment may be filed with the U.S. Department of Labor, Equal Employment Opportunity Commission or Oregon Bureau of Labor and Industries.

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<sup>2</sup> [If the Board chooses to accept the superintendent's decision as the district's final decision on the complaint, the superintendent's written decision must meet the requirements of OAR 581-022-2370(4)(b).]

Direct complaints related to educational programs and services may be made to the Regional Civil Rights Director, U.S. Department of Education, Office for Civil Rights, Region X, 915 2nd Ave., Room 3310, Seattle, WA 98174-1099.

Additional information regarding filing of a complaint or report may be obtained through the principal, compliance officer or superintendent.

All documentation related to sexual harassment complaints may become part of the student's education record or employee's personnel file, as appropriate. Additionally, a copy of all sexual harassment complaints or reports and documentation will be maintained as a confidential file and stored in the district office.

The superintendent shall report the name of any person holding a teaching license or registered with Teacher Standards and Practices Commission (TSPC) or participating in a practicum under Oregon Administrative Rule (OAR) Chapter 584, Division 17, when, after appropriate investigation, there is reasonable cause to believe the person may have committed an act of sexual harassment. Reports shall be made to TSPC within 30 days of such a finding. Reports of sexual contact with a student shall be given to a representative from law enforcement or Oregon Department of Human Services, as possible child abuse.

**Lebanon Community School District**  
**485 S. 5<sup>th</sup> Street, Lebanon, OR 97355 | 541-451-8511**

**SEXUAL HARASSMENT COMPLAINT FORM**

Name of complainant: \_\_\_\_\_

Position of complainant: \_\_\_\_\_

Date of complaint: \_\_\_\_\_

Name of alleged harasser: \_\_\_\_\_

Date and place of incident or incidents: \_\_\_\_\_

Description of misconduct: \_\_\_\_\_

Name of witnesses (if any): \_\_\_\_\_

Evidence of sexual harassment, i.e., letters, photos, etc. (attach evidence if possible): \_\_\_\_\_

Any other information: \_\_\_\_\_

I agree that all the information on this form is accurate and true to the best of my knowledge.

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

**Lebanon Community School District**  
**485 S. 5<sup>th</sup> Street, Lebanon, OR 97355 | 541-451-8511**

**WITNESS DISCLOSURE FORM**

Name of Witness: \_\_\_\_\_

Position of Witness: \_\_\_\_\_

Date of Testimony/Interview: \_\_\_\_\_

Description of Instance Witnessed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Any Other Information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I agree that all the information on this form is accurate and true to the best of my knowledge.

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

# OSBA Model Sample Administrative Regulation **NEW**

Code: GBN/JBA-AR(2)  
Adopted:

## **Federal Law (Title IX) Sexual Harassment Complaint Procedure**

### **Additional Definitions**

“Actual knowledge” means notice of sexual harassment or allegations of sexual harassment to the district’s Title IX Coordinator or any official of the district who has authority to institute corrective measures on behalf of the district, or to any employee of an elementary or secondary school.<sup>1</sup>

“Complainant” means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

“Formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent<sup>2</sup> and requesting that the district investigate the allegation of sexual harassment.<sup>3</sup>

“Supportive measures” means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient’s education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district’s educational environment, or deter sexual harassment.<sup>4</sup> The district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide supportive measures.

### **Formal Complaint Procedures**

Upon receipt of a formal complaint, the district will provide the parties<sup>5</sup> written notice of the following:

1. Notice of the district’s grievance process, including any informal resolution process.

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<sup>1</sup> This standard is not met when the only official with knowledge is the respondent.

<sup>2</sup> “Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

<sup>3</sup> A complainant must be participating in or attempting to participate in the education program or activity of the district with which the formal complaint is filed.

<sup>4</sup> Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

<sup>5</sup> Parties include the complainant and the respondent, if known.

2. Notice of the allegations of sexual harassment potentially constituting sexual harassment, including sufficient details<sup>6</sup> known at the time and with sufficient time to prepare a response before any initial interview.
3. That the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility be made at the conclusion of the grievance process.
4. That the parties may have an advisor of their choice, who may be, but is not required to be, an attorney.
5. The parties may inspect and review evidence.
6. A reference to any provision in the district's code of conduct<sup>{ 7 }</sup> that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

The Title IX Coordinator will contact the complainant and the respondent to discuss supportive measures. If necessary, the Title IX Coordinator will arrange for an individualized safety and risk analysis. If necessary, a student or non-student employee may be removed or placed on leave.

## **Investigation**

The Title IX Coordinator will coordinate the district's investigation. The investigation must:

1. Include objective evaluation of all relevant evidence, including inculpatory and exculpatory evidence.
2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties.<sup>8</sup>
3. Provide an equal opportunity for the parties to present witnesses, and other inculpatory and exculpatory evidence.
4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.
5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice.<sup>9</sup> The district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties.

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<sup>6</sup> Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known.

<sup>{ 7 }</sup> The district is encouraged to review Board policy JFC and codes of conduct found in handbooks for applicable language. }

<sup>8</sup> The district cannot access, consider, disclose, or otherwise use a party's records that are made of maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's capacity, and which are maintained in connection with the provision of treatment to the party, unless the district obtains the party's (or eligible student's parent's) voluntary, written consent to do so.

<sup>9</sup> In addition to an advisor, complainants and respondents may also be entitled to other accompaniment as required by law or as necessary for conducting of grievance procedures, including but not limited to translators, services for students with disabilities and parents of minor students.



6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate.
7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint.<sup>10</sup> Prior to completion of the investigative report, the district must send to each party and party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 days to submit a written response, which the investigator will consider prior to completion of the investigative report;
8. Create an investigative report that fairly summarizes relevant evidence and is sent to each party and party's advisor in electronic format or hard copy at least 10 days prior to any hearing (if required or provided) or other time of determination of responsibility. The party and advisor will be allowed to review and provide a written response.

After the district has sent the investigative report to the parties and before reaching a determination regarding responsibility, the decision maker(s) must afford each party the opportunity to submit written, relevant questions<sup>11</sup> that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.

Credibility determinations are not based on the person's status as a complainant, respondent or witness.

No person designated as a Title IX Coordinator, investigator, decision-maker, or any person designated by the district to facilitate an informal resolution process may have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

If, in the course of an investigation, the district decides to investigate allegations about the complainant or respondent that are not included in the notice previously provided, the district must provide notice of the additional allegations to the parties whose identities are known.

At no point in the process will the district, or anyone participating on behalf of the district, require, allow, rely upon, or otherwise use questions or evidence that constitutes, or seeks disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

### **Determination of Responsibility**

The respondent must be deemed to be not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

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<sup>10</sup> This includes the evidence upon which the district does not intent to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to the investigation. The district must make all such evidence subject to the parties' inspection and review available at any hearing to give each party equal opportunity to refer to such evidence during the hearing, including for purposes of cross-examination.

<sup>11</sup> Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the question and evidence concern specific incidents of the complainants prior sexual behavior with respect to the respondent and are offered to prove consent.

The standard to be used for formal complaints in determining whether a violation has occurred is the preponderance of the evidence<sup>12</sup> [clear and convincing evidence<sup>13</sup>] standard.

The person deciding the question of responsibility (the “decision-maker”) must be someone other than the Title IX Coordinator or the investigator(s). The decision-maker must issue a written determination which must include:

1. Identification of the allegations potentially constituting sexual harassment;
2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather evidence, and hearings held;
3. Findings of fact supporting the determination;
4. Conclusions regarding the application of the district’s code of conduct to the facts;
5. A statement of, and rationale for, the result as to each allegation, including:
  - a. A determination regarding responsibility;
  - b. Any disciplinary sanctions the district imposes on the respondent; and
  - c. Whether remedies designed to restore or preserve equal access to the district’s education program or activity will be provided by the district to the complainant; and
6. The district’s procedures and permissible bases for the complainant and respondent to appeal.

The district must provide the written determination to the parties simultaneously.

The determination regarding responsibility becomes final either on the date that the recipient provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

## **Remedies**

The Title IX Coordinator is responsible for effective implementation of any remedies.

The disciplinary sanctions<sup>14</sup> may include:

1. Discipline up to and including suspension and expulsion;
2. Removal from various activities, committees, extra-curricular, positions, etc.
3. Disqualification for awards and honors;

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<sup>12</sup> A preponderance of the evidence standard is understood to mean concluding that a fact is more likely than not to be true. U.S. Department of Education, Title IX Regulations commentary, p. 1268, FN 1409.

<sup>13</sup> A clear and convincing evidence standard of evidence is understood to mean concluding that a fact is highly probable to be true. U.S. Department of Education, Title IX Regulations commentary, p. 1268, FN 1409.

<sup>14</sup> Districts should review any other disciplinary procedures and requirements prior to imposing any discipline, and should contact legal counsel with questions.

4. Discipline up to and including termination, in accordance with laws, agreements, contracts, handbooks, etc.<sup>15</sup>

Other remedies may include:

1. Educational programming.

### **Dismissal of a Formal Complaint**

The district must dismiss a formal complaint with regard to Title IX sexual harassment if the alleged conduct:

1. Would not constitute sexual harassment, even if proved;
2. Did not occur in the district's education program or activity<sup>16</sup>; or
3. Did not occur against a person in the United States.

The district may dismiss a formal complaint with regard to Title IX sexual harassment if at any time during the investigation or hearing, if provided:

1. A complainant notifies the Title IX Coordinator in writing that the complaint would like to withdraw the formal complaint or any allegations therein;
2. The respondent is no longer enrolled or employed by the district; or
3. Specific circumstances prevent the recipient from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon dismissal of a formal complaint, the district must promptly send written notice of the dismissal and the reason(s) therefor simultaneously to the parties.

**The dismissal of a formal complaint under Title IX does not preclude the district from continuing any investigation and taking action under a different process. The district may have an obligation to continue an investigation and process under a different process.**

### **Consolidation of Complaints**

The district may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by one or more complainant against one or more respondents, or by one party against another party, where the allegations of sexual harassment arise out of the same facts or circumstances.

### **Informal Resolution**

If the district receives a formal complaint, at any time prior to reaching a determination regarding responsibility, the district may offer an optional informal resolution process, provided that the district:

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<sup>15</sup> It is important to keep supportive measures separate from disciplinary sanctions. Supportive measures must be “non-disciplinary” and “non-punitive.”

<sup>16</sup> Includes locations, events, or circumstances over which the district exercised substantial control over both the respondent the respondent and the context in which the sexual harassment occurs[, and also includes any building owned or controlled by a student organization that is officially recognized by a postsecondary institution]. (Title 34 C.F.R. §106.44(a))

1. Provides written notice to the parties disclosing:
  - a. The allegations;
  - b. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and
  - c. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
2. Obtains the parties' voluntary written consent to the informal resolution process; and
3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

## **Appeals**

Either party may file an appeal from a determination regarding responsibility or from a dismissal of a formal complaint, within **15** days of the decision, on the following bases:

1. Procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; or
3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
4. Additional bases may be allowed, if made available equally to both parties.

When an appeal is filed, the district must:

1. Notify the other party in writing;
2. Implement appeal procedures equally for both parties;
3. Ensure the decision-maker(s) for the appeal is not the same person as the decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;
4. Ensure the decision-maker for the appeal is free from conflicts of interest and bias;
5. Give both parties a reasonable equal opportunity to submit a written statement in support of, or challenging the outcome;
6. Issue a written decision describing the result of the appeal and the rationale for the result; and
7. Provide the written decision simultaneously to both parties.

## **Timelines**

The district will complete the following portions of the grievance process within the specified timelines:

1. General grievance process (from receipt of formal complaint to determination of responsibility: 90 days;
2. Appeals (from receipt of appeal): 60 days;
3. Informal resolution process: 60 days.

Temporary delays of the grievance process, or limited extensions of time will be allowed for good cause<sup>17</sup> with written notice to the parties.

## **Records**

Records will be created and maintained in accordance with the requirements in Title 34 C.F.R. §106.45(a)(10).<sup>18</sup>

## **Training**

Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process must receive training on the definition of sexual harassment, the scope of the district's education program or activity, how to conduct an investigation and grievance process including hearings, appeals, and information resolution processes. The training must also include avoiding prejudgment of the facts at issue, conflicts of interest and bias.

Decision-makers must receive training on any technology to be used at a live hearing and on issues of relevance of questions and evidence, including when questions about evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant.

Investigators must receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.

Materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, must not rely on sex stereotypes, must promote impartial investigations and adjudications of formal complaints of sexual harassment and must be made publicly available on the district's website.<sup>19</sup>

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<sup>17</sup> Good cause may include considerations such as the absence of a party, a party's advisor or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities. (Title 34 C.F.R. § 106.45(b)(1)(v))

<sup>18</sup> This includes creating a record for each investigation. This record must include:

- Supportive measures, or reasons why the response was not clearly unreasonable under the circumstances;
- Basis for the conclusion that the district's response was not deliberately indifferent; and
- What measures were taken to restore or preserve equal access to the district's educational program or activity. (Title 34 C.F.R. § 106.45(a)(10)(ii))

Most records (including training) must be retained for at least seven years.

<sup>19</sup> If a district does not have a website, the district must make these materials available upon request for inspection by members of the public.

# OSBA Model Sample Administrative Regulation **NEW**

Code: JBA/GBN-AR(2)  
Adopted:

## **Federal Law (Title IX) Sexual Harassment Complaint Procedure**

### **Additional Definitions**

“Actual knowledge” means notice of sexual harassment or allegations of sexual harassment to the district’s Title IX Coordinator or any official of the district who has authority to institute corrective measures on behalf of the district, or to any employee of an elementary or secondary school.<sup>1</sup>

“Complainant” means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

“Formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent<sup>2</sup> and requesting that the district investigate the allegation of sexual harassment.<sup>3</sup>

“Supportive measures” means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient’s education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district’s educational environment, or deter sexual harassment.<sup>4</sup> The district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide supportive measures.

### **Formal Complaint Procedures**

Upon receipt of a formal complaint, the district will provide the parties<sup>5</sup> written notice of the following:

1. Notice of the district’s grievance process, including any informal resolution process.

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<sup>1</sup> This standard is not met when the only official with knowledge is the respondent.

<sup>2</sup> “Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

<sup>3</sup> A complainant must be participating in or attempting to participate in the education program or activity of the district with which the formal complaint is filed.

<sup>4</sup> Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

<sup>5</sup> Parties include the complainant and the respondent, if known.

2. Notice of the allegations of sexual harassment potentially constituting sexual harassment, including sufficient details<sup>6</sup> known at the time and with sufficient time to prepare a response before any initial interview.
3. That the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility be made at the conclusion of the grievance process.
4. That the parties may have an advisor of their choice, who may be, but is not required to be, an attorney.
5. The parties may inspect and review evidence.
6. A reference to any provision in the district's code of conduct<sup>{ 7 }</sup> that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

The Title IX Coordinator will contact the complainant and the respondent to discuss supportive measures. If necessary, the Title IX Coordinator will arrange for an individualized safety and risk analysis. If necessary, a student or non-student employee may be removed or placed on leave.

## **Investigation**

The Title IX Coordinator will coordinate the district's investigation. The investigation must:

1. Include objective evaluation of all relevant evidence, including inculpatory and exculpatory evidence.
2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties.<sup>8</sup>
3. Provide an equal opportunity for the parties to present witnesses, and other inculpatory and exculpatory evidence.
4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.
5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice.<sup>9</sup> The district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties.

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<sup>6</sup> Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known.

<sup>{ 7 }</sup> The district is encouraged to review Board policy JFC and codes of conduct found in handbooks for applicable language. }

<sup>8</sup> The district cannot access, consider, disclose, or otherwise use a party's records that are made of maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's capacity, and which are maintained in connection with the provision of treatment to the party, unless the district obtains the party's (or eligible student's parent's) voluntary, written consent to do so.

<sup>9</sup> In addition to an advisor, complainants and respondents may also be entitled to other accompaniment as required by law or as necessary for conducting of grievance procedures, including but not limited to translators, services for students with disabilities and parents of minor students.



6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate.
7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint.<sup>10</sup> Prior to completion of the investigative report, the district must send to each party and party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 days to submit a written response, which the investigator will consider prior to completion of the investigative report;
8. Create an investigative report that fairly summarizes relevant evidence and is sent to each party and party's advisor in electronic format or hard copy at least 10 days prior to any hearing (if required or provided) or other time of determination of responsibility. The party and advisor will be allowed to review and provide a written response.

After the district has sent the investigative report to the parties and before reaching a determination regarding responsibility, the decision maker(s) must afford each party the opportunity to submit written, relevant questions<sup>11</sup> that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.

Credibility determinations are not based on the person's status as a complainant, respondent or witness.

No person designated as a Title IX Coordinator, investigator, decision-maker, or any person designated by the district to facilitate an informal resolution process may have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

If, in the course of an investigation, the district decides to investigate allegations about the complainant or respondent that are not included in the notice previously provided, the district must provide notice of the additional allegations to the parties whose identities are known.

At no point in the process will the district, or anyone participating on behalf of the district, require, allow, rely upon, or otherwise use questions or evidence that constitutes, or seeks disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

### **Determination of Responsibility**

The respondent must be deemed to be not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

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<sup>10</sup> This includes the evidence upon which the district does not intent to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to the investigation. The district must make all such evidence subject to the parties' inspection and review available at any hearing to give each party equal opportunity to refer to such evidence during the hearing, including for purposes of cross-examination.

<sup>11</sup> Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the question and evidence concern specific incidents of the complainants prior sexual behavior with respect to the respondent and are offered to prove consent.

The standard to be used for formal complaints in determining whether a violation has occurred is the preponderance of the evidence<sup>12</sup> [clear and convincing evidence<sup>13</sup>] standard.

The person deciding the question of responsibility (the “decision-maker”) must be someone other than the Title IX Coordinator or the investigator(s). The decision-maker must issue a written determination which must include:

9. Identification of the allegations potentially constituting sexual harassment;
10. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather evidence, and hearings held;
11. Findings of fact supporting the determination;
12. Conclusions regarding the application of the district’s code of conduct to the facts;
13. A statement of, and rationale for, the result as to each allegation, including:
  - a. A determination regarding responsibility;
  - b. Any disciplinary sanctions the district imposes on the respondent; and
  - c. Whether remedies designed to restore or preserve equal access to the district’s education program or activity will be provided by the district to the complainant; and
14. The district’s procedures and permissible bases for the complainant and respondent to appeal.

The district must provide the written determination to the parties simultaneously.

The determination regarding responsibility becomes final either on the date that the recipient provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

## **Remedies**

The Title IX Coordinator is responsible for effective implementation of any remedies.

The disciplinary sanctions<sup>14</sup> may include:

15. Discipline up to and including suspension and expulsion;
16. Removal from various activities, committees, extra-curricular, positions, etc.
17. Disqualification for awards and honors;

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<sup>12</sup> A preponderance of the evidence standard is understood to mean concluding that a fact is more likely than not to be true. U.S. Department of Education, Title IX Regulations commentary, p. 1268, FN 1409.

<sup>13</sup> A clear and convincing evidence standard of evidence is understood to mean concluding that a fact is highly probable to be true. U.S. Department of Education, Title IX Regulations commentary, p. 1268, FN 1409.

<sup>14</sup> Districts should review any other disciplinary procedures and requirements prior to imposing any discipline, and should contact legal counsel with questions.

18. Discipline up to and including termination, in accordance with laws, agreements, contracts, handbooks, etc.<sup>15</sup>

Other remedies may include:

19. Educational programming.

### **Dismissal of a Formal Complaint**

The district must dismiss a formal complaint with regard to Title IX sexual harassment if the alleged conduct:

20. Would not constitute sexual harassment, even if proved;
21. Did not occur in the district's education program or activity<sup>16</sup>; or
22. Did not occur against a person in the United States.

The district may dismiss a formal complaint with regard to Title IX sexual harassment if at any time during the investigation or hearing, if provided:

23. A complainant notifies the Title IX Coordinator in writing that the complaint would like to withdraw the formal complaint or any allegations therein;
24. The respondent is no longer enrolled or employed by the district; or
25. Specific circumstances prevent the recipient from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon dismissal of a formal complaint, the district must promptly send written notice of the dismissal and the reason(s) therefor simultaneously to the parties.

**The dismissal of a formal complaint under Title IX does not preclude the district from continuing any investigation and taking action under a different process. The district may have an obligation to continue an investigation and process under a different process.**

### **Consolidation of Complaints**

The district may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by one or more complainant against one or more respondents, or by one party against another party, where the allegations of sexual harassment arise out of the same facts or circumstances.

### **Informal Resolution**

If the district receives a formal complaint, at any time prior to reaching a determination regarding responsibility, the district may offer an optional informal resolution process, provided that the district:

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<sup>15</sup> It is important to keep supportive measures separate from disciplinary sanctions. Supportive measures must be “non-disciplinary” and “non-punitive.”

<sup>16</sup> Includes locations, events, or circumstances over which the district exercised substantial control over both the respondent the respondent and the context in which the sexual harassment occurs[, and also includes any building owned or controlled by a student organization that is officially recognized by a postsecondary institution]. (Title 34 C.F.R. §106.44(a))

26. Provides written notice to the parties disclosing:
  - a. The allegations;
  - b. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and
  - c. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
27. Obtains the parties' voluntary written consent to the informal resolution process; and
28. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

### **Appeals**

Either party may file an appeal from a determination regarding responsibility or from a dismissal of a formal complaint, within **15** days of the decision, on the following bases:

29. Procedural irregularity that affected the outcome of the matter;
30. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; or
31. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
32. Additional bases may be allowed, if made available equally to both parties.

When an appeal is filed, the district must:

33. Notify the other party in writing;
34. Implement appeal procedures equally for both parties;
35. Ensure the decision-maker(s) for the appeal is not the same person as the decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;
36. Ensure the decision-maker for the appeal is free from conflicts of interest and bias;
37. Give both parties a reasonable equal opportunity to submit a written statement in support of, or challenging the outcome;
38. Issue a written decision describing the result of the appeal and the rationale for the result; and
39. Provide the written decision simultaneously to both parties.

### **Timelines**

The district will complete the following portions of the grievance process within the specified timelines:

40. General grievance process (from receipt of formal complaint to determination of responsibility: 90 days;
41. Appeals (from receipt of appeal): 60 days;
42. Informal resolution process: 60 days.

Temporary delays of the grievance process, or limited extensions of time will be allowed for good cause<sup>17</sup> with written notice to the parties.

## **Records**

Records will be created and maintained in accordance with the requirements in Title 34 C.F.R. §106.45(a)(10).<sup>18</sup>

## **Training**

Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process must receive training on the definition of sexual harassment, the scope of the district's education program or activity, how to conduct an investigation and grievance process including hearings, appeals, and information resolution processes. The training must also include avoiding prejudgment of the facts at issue, conflicts of interest and bias.

Decision-makers must receive training on any technology to be used at a live hearing and on issues of relevance of questions and evidence, including when questions about evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant.

Investigators must receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.

Materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, must not rely on sex stereotypes, must promote impartial investigations and adjudications of formal complaints of sexual harassment and must be made publicly available on the district's website.<sup>{ 19 }</sup>

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<sup>17</sup> Good cause may include considerations such as the absence of a party, a party's advisor or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities. (Title 34 C.F.R. § 106.45(b)(1)(v))

<sup>18</sup> This includes creating a record for each investigation. This record must include:

- Supportive measures, or reasons why the response was not clearly unreasonable under the circumstances;
- Basis for the conclusion that the district's response was not deliberately indifferent; and
- What measures were taken to restore or preserve equal access to the district's educational program or activity. (Title 34 C.F.R. § 106.45(a)(10)(ii))

Most records (including training) must be retained for at least seven years.

<sup>{ 19 }</sup> If a district does not have a website, the district must make these materials available upon request for inspection by members of the public.

# OSBA Model Sample Policy

Code: JHCC  
Adopted:

## Communicable Diseases - Students

The district shall provide reasonable protection against the risk of exposure to communicable disease for students. Reasonable protection from communicable disease is generally attained through immunization, exclusion or other measures as provided by Oregon law, by the local health department or in the *Communicable Disease Guidance* published by the Oregon Department of Education (ODE) and the Oregon Health Authority (OHA). Services will be provided to students as required by law.

A student will not attend school while in a communicable stage of a restrictable disease or when an administrator has reason to suspect that any susceptible student has or has been exposed to any disease for which the student is required to be excluded in accordance with law and per administrative regulation JHCC-AR - Communicable Diseases - Students. If the disease is a reportable disease, the administrator will report the occurrence to the local health department. The administrator will also take whatever reasonable steps it considers necessary to organize and operate its programs in a way which both furthers the education and protects the health of students and others.

The district may, for the protection of both the student who has a restrictable disease and the exposed student, provide an educational program in an alternative setting.

The district will include, as a part of its emergency plan, a description of the actions to be taken by district personnel in the case of a declared public health emergency or other catastrophe that disrupts district operations.

The district shall protect the confidentiality of each student's health condition and record to the extent possible and consistent with federal and state law. In cases when a restrictable or reportable disease is diagnosed and confirmed for a student, the administrator shall inform the appropriate employees with a legitimate educational interest to protect against the risk of exposure.

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

END OF POLICY

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### Legal Reference(s):

[ORS 431.150](#) - 431.157  
[ORS 433.001](#) - 433.526

[OAR 333-019-0010](#)  
[OAR 333-019-0014](#)  
[OAR 333-019-1000](#)  
[OAR 437-002-0360](#)

[OAR 437-002-0377](#)  
[OAR 581-022-2220](#)

[OAR 333-018](#)

OREGON DEPARTMENT OF EDUCATION and OREGON HEALTH AUTHORITY, *Communicable Disease Guidance* (2020).  
Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2019).

# OSBA Model Sample Policy

Code: JHCC-AR

Adopted:

## Communicable Diseases – Student

In accordance with state law, administrative rule, the local health authority and the *Communicable Disease Guidance*, the procedures established below will be followed.

1. “Restrictable diseases” are defined by rule and include but are not limited to COVID-19<sup>1</sup>, chickenpox, diphtheria, hepatitis A, hepatitis E, measles, mumps, pertussis, rubella, Salmonella enterica serotype Typhi infection, scabies, Shiga-toxigenic Escherichia coli (STEC) infection, shigellosis and infectious tuberculosis-disease, and may include a communicable stage of hepatitis B infection if, in the opinion of the local health officer, the person poses an unusually high risk to others (e.g., a child that exhibits uncontrollable biting or spitting). Restrictable disease also includes any other communicable disease identified in an order issued by the Oregon Health Authority or the local public health officer as posing a danger to the public’s health. A disease is considered to be a restrictable disease if it is listed in Oregon Administrative Rule (OAR) 333-019-0010, or it has been designated to be a restrictable disease by Board policy<sup>2</sup> or by the local public health administrator; after determining that it presents a significant public health risk in the school setting poses a danger to the public’s health.
2. “Susceptible” ~~means being at risk of contracting a restrictable disease by virtue of being in one or more categories described in law~~ for a child means lacking documentation of immunization required under OAR 333-050-0050.
3. “Reportable diseases” means a ~~human reportable disease, infection, microorganism or condition as specified in OAR Chapter 333, Division 18~~ disease or condition, the reporting of which enables a public health authority to take action to protect or to benefit the public health.

### Restrictable Diseases

1. A student of the district will not attend a district school or facility while in a communicable stage of a restrictable disease, including a communicable stage of COVID-19<sup>3</sup>, unless authorized to do so under Oregon law. When an administrator has reason to suspect any child has a restrictable disease, the administrator shall send the student home.
2. ~~1-An administrator that~~ shall exclude a susceptible child from school if the administrator has reason to suspect that ~~a the student has or~~ has been exposed to ~~any restrictable disease for which the student is required to be excluded, shall exclude that student from school and send him/her home~~ measles, mumps, rubella, diphtheria, pertussis, hepatitis A, or hepatitis B, unless the local health officer

<sup>1</sup> Added per OAR 333-019-1000(2).

<sup>2</sup> ~~“OAR 333-019-0010(7)(c) Nothing in these rules prohibits a school or children’s facility from adopting more stringent exclusion standards under ORS 433.284.”~~

<sup>3</sup> “Communicable stage of COVID-19” means having a positive presumptive or confirmed test of COVID-19.

determines that exclusion is not necessary to protect the public's health. The administrator may request the local health officer to make a determination as allowed by law. If the disease is reportable, the administrator will report the occurrence to the local health department.

3. An administrator shall exclude a student if the administrator has been notified by a local public health administrator or local public health officer that the student has had a substantial exposure to an individual with COVID-19 and exclusion is deemed necessary by same.

4. ~~2.The~~A student will be excluded in such instances until such time as the student or the parent or guardian of the student presents a certificate from a physician, a physician assistant licensed under Oregon Revised Statute (ORS) 677.505 ~~to--~~ 677.525, a nurse practitioner licensed under ORS 678.375 ~~to--~~ 678.390, local health department nurse or school nurse stating that the student does not have or is not a carrier of any restrictable diseases.

~~3.An administrator will exclude a susceptible student that has been exposed to a restrictable disease that is also a reportable disease unless the local health officer determines that exclusion is not necessary to protect the public's health, or the local health officer states the diseases is no longer communicable to others or that adequate precautions have been taken to minimize the risk of transmission. The administrator may request the local health officer to make a determination as allowed by law.~~

5. ~~4.~~The district may, for the protection of both the student who has a restrictable disease and the exposed student, provide an educational program in an alternative setting. A student may remain in an alternative educational setting until such time as a certificate from a physician, physician assistant, nurse practitioner, local health department nurse or school nurse states that the student does not have or is not a carrier of any restrictable disease, or until such time as a local **public health officer** ~~administrator~~ states that the disease is no longer communicable to others or that adequate precautions have been taken to minimize the risk of transmission. A restrictable disease exclusion for chickenpox, scabies, staphylococcal skin infections, streptococcal infections, diarrhea or vomiting may ~~also~~ be removed by a school nurse or health care provider.

6. ~~5.~~More stringent exclusion standards for students from school may be adopted by the local health department ~~or by the district through Board adopted policy.~~

~~6. A disease is considered to be a restrictable disease if it is listed in OAR 333-019-0010, or it has been designated to be a restrictable disease through Board policy or by the local health administrator, after determining that it presents a significant public health risk in the school setting.~~

7. The district's emergency preparedness plan shall address the district's plan with respect to a declared public health emergency at the local or state level.

## Reportable Diseases Notification

1. All employees shall comply with all reporting measures adopted by the district and with all rules set forth by the Oregon Health Authority, Public Health Division and the local health department.
2. An administrator may seek confirmation and assistance from the local health officer to determine the appropriate district response when the administrator is notified that a student or an employee has been exposed to a restrictable disease that is also a reportable disease.



3. An administrator shall determine other persons ~~with a legitimate educational interest~~ who may be informed of ~~the communicable nature of an individual~~ a student's communicable disease, ~~or an employee's communicable disease,~~ when a legitimate educational interest exists or for health and safety reasons ~~within guidelines allowed by~~ in accordance with law.

## Education

1. The administrator or designee shall seek information from the district's school nurse or other appropriate health officials regarding the health needs/hazards of all students and the impact on the educational needs of a student diagnosed with a restrictable disease or exposed to a restrictable disease.
2. The administrator or designee shall, utilizing information obtained above, determine an educational program for such a student and implement the program in an appropriate (i.e., regular or alternative) setting.
3. The administrator or designee shall review the appropriateness of the educational program and the educational setting of each individual student ~~diagnosed with a restrictable disease~~.

## Equipment and Training

1. The administrator or designee shall, on a case-by-case basis, determine what equipment and/or supplies are necessary in a particular classroom or other setting in order to prevent disease transmission.
2. The administrator or designee shall consult with the district's school nurse or other appropriate health officials to provide special training in the methods of protection from disease transmission.
3. All district personnel will be instructed annually ~~[by the school health nurse]~~ to use the proper precautions pertaining to blood and body fluid exposure per the Occupational Safety and Health Administration (OSHA). (See policy EBBAA).

# *Agenda Item 10*

*Financial Reports*

# BOARD MEMORANDUM



**To:** The Honorable Chair and Members  
Lebanon Community School District Board of Directors

**From:** William H. Lewis III, Business Director

**Date:** November 4, 2020

**Meeting Date:** November 12, 2020

**Re:** Financial Report

## **Financial Report**

The 2020-2021 Financial Board Report included in this packet reflects all revenues and expenditures for 2015-2019 and the budgeted YTD expenditures, plus encumbered amounts for 2020-2021 as of 11/04/20.

**CET Update**-The district has been informed the Linn County Board of Commissioners will consider a Resolution and Order to adopt our CET at their board meeting on Tuesday, November 10.

**SRGP Grant Update**-The district is hiring HMK Company in Albany as the district's construction manager for the seismic project at the LHS gym. The next step in the process is to hire a design architectural firm.

## 2020-2021 General Fund Summary Report

	13/14 Actual	16/17 Actual	17/18 Actual	18/19 Budget	19/20 Budget	20-21 Budget	11-04-20 YTD & Enc	11-04-20 Balance
<b>General Fund - Revenue</b>								
SSF Formula		37,131,855	40,190,370	39,633,000	39,705,718	43,560,057	10,735,785	32,824,272
SSF Adjustment		390,697	280,233	-	250,598	-	-	-
State Fiscal Stabilization Fund					-	-	-	-
Federal Ed Jobs					-	-	-	-
School Year SubAccount					-	-	-	-
Loan Receipts					-	-	-	-
Interest		156,492	267,981	100,000	322,591	250,000	31,570	218,430
Third Party Billing		102,447	72,379	80,000	-	-	-	-
TMR		208,252	210,894	175,000	180,556	210,000	-	210,000
JROTC		73,726	69,777	65,000	35,236	65,000	8,777	56,223
Other		299,398	360,539	420,000	361,770	387,500	111,889	275,611
Interfund Transfer		60,000	82,657	70,000	8,029	-	-	-
BFB		3,024,733	3,310,041	5,075,000	5,263,314	3,784,307	4,053,424	(269,117)
<b>Total</b>	<b>=====</b>	<b>41,447,600</b>	<b>44,844,870</b>	<b>45,618,000</b>	<b>46,127,812</b>	<b>48,256,864</b>	<b>14,941,445</b>	<b>33,315,419</b>
<b>General Fund - Expenses</b>								
Salaries		18,826,313	19,506,444	21,146,522	1,626,358	21,680,883	20,193,595	1,487,289
Benefits		10,952,659	12,144,929	13,883,105	1,075,711	15,086,873	13,351,389	1,735,484
P. Services		4,332,849	4,321,151	4,804,971	1,173,868	5,299,827	1,948,618	3,351,210
Supplies		1,337,164	1,742,328	1,670,267	(293,397)	1,530,133	850,553	679,581
Capital Outlay		65,034	195,888	54,500	(141,973)	90,000	-	90,000
Other Objects		442,882	335,817	437,635	18,724	469,147	367,239	101,908
Transfers		2,180,656	1,335,000	2,621,000	1,286,000	2,100,000	-	2,100,000
Contingency		-	-	1,000,000	-	2,000,000	-	2,000,000
<b>Total</b>	<b>=====</b>	<b>38,137,559</b>	<b>39,581,557</b>	<b>45,618,000</b>	<b>4,745,292</b>	<b>48,256,864</b>	<b>36,711,393</b>	<b>11,545,471</b>

## 2020-2021 General Fund Expenditure Report

Obj	Description	16/17 Actual	17/18 Actual	18/19 Project	19/20 Budget	20/21 Budget	11-04-20 YTD	11-04-20 Encumb	11-04-20 Balance
111	Certified salaries	10,161,648	10,831,007	12,299,845	12,665,056	12,540,564	2,044,031	9,891,787	604,746
112	Classified salaries	4,545,055	4,757,666	5,617,686	6,227,931	6,008,791	1,225,888	4,274,001	508,902
113	Administrative salaries	1,648,330	1,614,127	1,782,092	1,873,807	1,863,955	618,452	1,247,050	(1,547)
114	Managerial - classified	178,755	187,797	249,120	154,577	289,051	93,288	189,933	5,831
116	Retirement stipends	51,134	35,621	19,904	91,904	133,413	21,275	100,000	12,138
119	Confidential salaries	84,504	131,698	159,789	162,808	284,898	92,791	189,932	2,175
121	Certified subs	432,293	446,157	43,660	2,000	0	0	0	0
122	Classified subs	155,004	150,074	42,523	1,500	23,975	0	0	23,975
123	Temp certified	73,949	133,971	162,287	82,264	45,425	0	0	45,425
124	Temp classified	0	0	23,111	8,000	21,658	3,240	0	18,418
127	Student helpers salaries	7,895	6,544	4,413	21,000	16,654	3,800	0	12,853
132	Compensation time	25,767	37,764	77,738	52,300	44,207	19,432	0	24,775
133	Extra duty	324,897	286,017	350,933	279,579	128,295	35,660	0	92,635
134	Classified extra hrs	185,048	192,566	200,393	208,000	0	0	0	0
135	Vacation Payoff	6,938	12,246	14,017	29,817	24,292	326	0	23,967
136	Mentor teacher pay	609	0	0	0	0	0	0	0
137	Personal Leave Payout	0	0	0	0	0	0	0	0
138	Department Head Extra Duty	1,613	1,556	788	6,000	30,000	4,000	8,000	18,000
142	Taxable Meal Reimbursement	903	1,503	2,073	0	809	10	0	799
143	Cell Phone Stipend				0	1,080	360	720	0
145	Travel Stipend				0	11,400	0	0	11,400
150	Club Advisor			34,950	29,650	120,904	33,732	92,268	(5,096)
	<b>Total Salaries</b>	<b>17,884,343</b>	<b>18,826,313</b>	<b>21,136,091</b>	<b>21,896,193</b>	<b>21,680,883</b>	<b>4,199,903</b>	<b>15,993,692</b>	<b>1,487,289</b>
210	PERS	4,187,401	4,442,519	5,780,868	7,398,130	7,286,664	1,378,738	5,210,144	697,782
220	Social Security	1,328,140	1,385,595	1,550,125	1,655,388	1,642,024	305,236	1,154,719	182,069
231	Worker's Comp	173,370	196,943	238,867	293,025	275,747	29,612	93,043	153,092
241	Employee Ins - Admin	212,862	208,912	239,427	215,642	275,263	87,082	171,719	16,463
242	Employee Ins - Certified	2,328,554	2,370,817	2,831,052	2,449,421	2,756,998	428,007	2,132,127	196,864
243	Employee Ins - Classified	2,137,321	2,102,847	2,408,513	2,327,520	2,596,579	466,079	1,770,719	359,782
244	Employee Ins - Other	7,731	27,124	36,487	33,429	65,298	21,940	43,789	(431)
245	Employee Ins - Retired	228,774	195,821	122,925	83,600	52,700	10,994	0	41,706
247	TSA	40,991	22,082	24,336	25,200	45,600	15,200	30,400	0
	<b>Total Benefits</b>	<b>10,645,144</b>	<b>10,952,659</b>	<b>13,232,600</b>	<b>14,481,355</b>	<b>15,086,873</b>	<b>2,744,730</b>	<b>10,606,659</b>	<b>1,735,484</b>
311	Instructional Services	157,581	110,051	121,558	103,800	76,375	82	0	76,293
312	Instr Prog Improve Service	36,748	39,424	33,042	53,000	67,750	32,479	32,125	3,146
319	Other Instr-Prof-Tech SVCS	9,745	23,110	11,205	20,000	10,000	210	0	9,790
322	Repairs & Maintenance	168,482	173,295	254,579	190,300	227,612	43,301	11,098	173,213
323	Radio Service	7,767	38,310	12,455	11,100	11,100	4,238	7,110	(248)

## 2020-2021 General Fund Expenditure Report

Obj	Description	16/17 Actual	17/18 Actual	18/19 Project	19/20 Budget	20/21 Budget	11-04-20 YTD	11-04-20 Encumb	11-04-20 Balance
324	Rentals	104,777	102,560	121,067	129,400	88,286	14,170	239	73,877
325	Electricity	473,758	466,093	453,206	502,620	465,700	75,764	286,662	103,274
326	Fuel	187,899	223,740	181,534	223,135	217,800	11,541	101,037	105,223
327	Water & Sewer	121,239	150,725	138,029	153,520	142,500	30,429	0	112,071
328	Garbage	96,811	95,095	112,864	102,400	87,000	17,041	0	69,959
329	Other Property Services	19,246	34,726	10,550	20,000	0	0	0	0
330	Reimb. Student Transportation	0	1,589	(64,563)	10,200	29,900	3,014	0	26,886
340	Travel	140,225	178,985	149,454	158,263	150,513	1,442	262	148,809
343	Travel - Student - Out of Dist.	0	2,916	1,140	5,300	4,500	0	0	4,500
346	Meals/Transportation	48	99	153	200	350	0	0	350
348	Staff Tuition	44,768	71,830	92,746	47,000	2,000	8,961	0	(6,961)
351	Telephone	70,529	39,486	44,987	73,165	65,100	15,256	24,926	24,918
353	Postage	21,909	14,712	24,224	26,074	28,900	7,109	11,801	9,990
354	Advertising	3,551	1,087	2,761	4,300	2,650	325	0	2,325
355	Printing & Binding	48,223	51,996	13,712	29,400	30,950	1,425	15,615	13,911
360	Charter School Payments	1,961,788	1,866,943	2,159,564	2,195,000	2,300,000	1,000,018	0	1,299,982
371	Tuitions Payments to Other Dist.	29,701	29,536	0	0	0	0	0	0
373	Tuition Pay Private School	0	0	0	5,000	0	0	0	0
374	Other Tuition	625,503	162,192	240,090	92,500	90,000	0	0	90,000
381	Audit Services	25,150	27,700	29,150	30,000	39,000	0	0	39,000
382	Legal Services	5,288	11,261	33,971	35,000	35,000	5,480	0	29,520
384	Negotiation Services	13,784	8,590	0	10,000	5,000	0	0	5,000
386	Data Processing SVCS	76,794	75,380	65,278	89,600	65,000	10,428	0	54,572
388	Election Services	0	1,573	4,623	5,000	5,000	0	0	5,000
389	Other Non_instr Pro/Tech	539,114	292,488	451,897	363,700	351,450	166,988	15	184,446
391	Physical Exams - Drivers	3,168	4,193	4,072	4,400	5,750	2,165	2,125	1,460
392	Drug Tests Drivers	635	1,255	1,670	3,000	2,250	0	2,000	250
393	Child Care Services	22,000	22,000	0	15,000	0	0	0	0
394	Sub calling service	7,489	6,464	14,113	15,000	12,000	0	0	12,000
395	Classified subs	0	0	226,030	194,000	228,600	0	0	228,600
396	Criminal History checks	2,928	3,179	4,066	3,200	3,500	10	0	3,490
398	Fingerprinting	462	266	38	1,000	2,500	59	0	2,441
399	Classified subs	0	0	499,109	425,000	445,791	1,588	0	444,203
	<b>Total P. Services</b>	<b>5,027,111</b>	<b>4,332,849</b>	<b>5,448,375</b>	<b>5,349,577</b>	<b>5,299,827</b>	<b>1,453,603</b>	<b>495,014</b>	<b>3,351,210</b>
406	Gas Oil & Lubricants	103,868	115,426	190,500	190,500	189,100	5,082	153,840	30,178
410	Supplies & Materials	419,096	486,014	452,860	648,024	651,837	97,214	11,393	543,230
413	Vehicle repair parts	48,980	44,746	27,649	52,800	50,500	5,927	28,872	15,701
414	Transportation operations	6,060	8,776	30,655	15,000	25,000	5,073	2,900	17,027

## 2020-2021 General Fund Expenditure Report

Obj	Description	16/17 Actual	17/18 Actual	18/19 Project	19/20 Budget	20/21 Budget	11-04-20 YTD	11-04-20 Encumb	11-04-20 Balance
420	Textbooks	131,379	83,687	68,642	28,033	9,933	6,949	0	2,984
430	Library Books	8,588	5,880	5,914	15,694	8,200	158	0	8,042
440	Periodicals	1,937	5,354	6,511	6,000	10,800	10,432	0	368
460	Equipment under 5K	212,514	184,119	162,389	178,842	146,100	8,081	0	138,019
470	Computer software	195,888	181,289	184,472	264,360	257,398	241,994	5,358	10,046
480	Computer hardware	252,444	221,873	146,797	170,593	181,265	52,278	215,000	(86,013)
	<b>Total Supplies &amp; Materials</b>	<b>1,380,753</b>	<b>1,337,164</b>	<b>1,276,389</b>	<b>1,569,846</b>	<b>1,530,133</b>	<b>433,190</b>	<b>417,362</b>	<b>679,581</b>
520	Buildings Acquisition				0	0	0	0	0
540	Equipment	20,047	65,034	39,805	54,500	25,000	0	0	25,000
541	New Equipment over 5K	0			0	45,000	0	0	45,000
542	Replace of Equip over 5K	0			0	20,000	0	0	20,000
550	Depreciable Technology			7,579	0	0	0	0	0
564	Bus Replacement	0		258	0	0	0	0	0
590		0			0	0	0	0	0
	<b>Total Capital Outlay</b>	<b>20,047</b>	<b>65,034</b>	<b>47,641</b>	<b>54,500</b>	<b>90,000</b>	<b>0</b>	<b>0</b>	<b>90,000</b>
621	Regular Interest	0	0	0	500	0	0	0	0
622		0	0		0	0	0	0	0
640	Dues & Fees	67,655	178,632	101,706	175,180	159,726	53,021	5,953	100,752
650	Insurance & Judgments	218,639	230,250	245,279	265,588	306,221	0	0	306,221
651		0	0		0	0	0	0	0
652		0	0		0	0	100	0	(100)
653	Property Insurance Premium	0	0		0	0	307,184	0	(307,184)
654		0	0		0	0	0	0	0
655	Judgments & Settlements	0	0		0	2,500	0	0	2,500
659	Settlements	0	34,000		0	0	0	0	0
660		0	0		0	0	0	0	0
670	Taxes & Licenses	0	0	0	200	700	981	0	(281)
690		0			0	0	0	0	0
	<b>Total Other Objects</b>	<b>286,294</b>	<b>442,882</b>	<b>346,985</b>	<b>441,468</b>	<b>469,147</b>	<b>361,286</b>	<b>5,953</b>	<b>101,908</b>
707	Transfer - Vocational House Fun	0	0	40,000	0	70,000	0	0	70,000
710	Transfer - Technology	200,000	225,000	100,000	0	80,000	0	0	80,000
711	Transfer - Classroom Furniture	50,000	25,000	50,000	0	10,000	0	0	10,000
712	Transfer - Textbook Adoption	350,000	300,000	400,000	400,000	200,000	0	0	200,000
713	Transfer - Capital Improvement	250,000	250,000	400,000		200,000	0	0	200,000
714	Transfer - Track and Turf Fund	110,000	10,000	85,000	10,000	0	0	0	0
715	Transfer - Athletic Fund	365,000	405,000	446,000	450,000	475,000	0	0	475,000
716	Transfer - Bus Replacement	250,000	250,000	300,000	150,000	225,000	0	0	225,000
717	Transfer - Unemploy Ins	15,000	25,000	25,000	25,000	250,000	0	0	250,000

## 2020-2021 General Fund Expenditure Report

Obj	Description	16/17 Actual	17/18 Actual	18/19 Project	19/20 Budget	20/21 Budget	11-04-20 YTD	11-04-20 Encumb	11-04-20 Balance
718	PERS Reserve	500,000	500,000	525,000	0	450,000	0	0	450,000
719	Transfer - Food Service	65,225	90,656	100,000	100,000	120,000	0	0	120,000
730	Transfer - Debt Service	0	100,000	150,000	50,000	20,000	0	0	20,000
731	Transfer - Academic Achievemer	0	0	0	0	0	0	0	0
	<b>Total Transfers</b>	<b>2,155,225</b>	<b>2,180,656</b>	<b>2,621,000</b>	<b>1,185,000</b>	<b>2,100,000</b>	<b>0</b>	<b>0</b>	<b>2,100,000</b>
810	Reserve/Contingency	0	0	0	1,750,000	2,000,000	0	0	2,000,000
	<b>Grand Total</b>	<b>37,398,917</b>	<b>38,137,559</b>	<b>44,109,082</b>	<b>46,727,940</b>	<b>48,256,864</b>	<b>9,192,713</b>	<b>27,518,680</b>	<b>11,545,471</b>
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## 2020-2021 General Fund Revenue Report

		15/16	16/17	17/18	18/19	19/20	20-21	11-04-20	11-04-20
		Actual	Actual	Actual	Project	Budget	Budget	YTD	Balance
	SSF Formula								
1111,	Taxes	8,533,160	9,048,901	10,057,517	10,136,079	10,938,094	10,938,094	32,240	10,905,854
4801,4899	Federal Forest Fees	205,708	23,160	142,770	179,478	130,000	130,000	-	130,000
3103	Common School	492,013	502,314	410,848	437,082	405,245	400,000	196,116	203,884
3104	State Timber	181,382	137,286	167,068	167,048	160,000	100,000	-	100,000
3101/3199	School Support Fund	26,623,971	27,420,195	29,412,167	29,101,930	31,264,455	31,791,963	10,507,429	21,284,534
	Adjustments to SSF Payments								-
	Adj for Prior Year payments	(330,463)	261,223	250,598	(755,646)				-
	Adj for HC Disability Grant	76,394	129,474	29,635	439,748	-	-	-	-
	<b>Total SSF Formula</b>	<b>35,782,164</b>	<b>37,522,552</b>	<b>40,470,603</b>	<b>39,705,718</b>	<b>42,897,794</b>	<b>43,560,057</b>	<b>10,735,785</b>	<b>32,824,272</b>
									-
1510	Interest on Investments	91,245	156,492	267,981	322,591	300,000	250,000	31,570	218,430
									-
4200	Third Party billing	45,178	102,447	72,379	72,372	-	-	-	-
									-
2210	TMR	149,514	208,252	210,894	180,556	150,000	210,000	-	210,000
									-
4300	JROTC reimbursement	66,034	73,726	69,777	35,236	65,000	65,000	8,777	56,223
									-
	Other								-
1910	Rental Fees	10,474	9,114	7,731	3,626	10,000	7,500	-	7,500
1980	Fees Charged to Grants	800	-	-	-	100,000	50,000	-	50,000
1312,									
1960,									
1990,									
5300	Miscellaneous	202,944	213,437	284,801	358,144	300,000	250,000	76,657	173,343
1994	E-Rate reimbursement	82,910	76,847	68,007	-	80,000	80,000	35,232	44,768
									-
5200	Interfund Transfer - Athletics	60,000	60,000	82,657	8,029	850,000	-	-	-
									-
5400	Beginning Fund Balance	3,932,387	3,024,733	3,310,041	5,263,314	2,280,000	3,784,307	4,053,424	(269,117)
	<b>Total</b>	<b>40,423,650</b>	<b>41,447,600</b>	<b>44,844,870</b>	<b>45,949,586</b>	<b>47,032,794</b>	<b>48,256,864</b>	<b>14,941,445</b>	<b>33,315,419</b>
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