

PROSPECT SCHOOL DISTRICT #59
Regular School Board Meeting @ 6:00 PM
Tuesday, December 12, 2023
Media Center and Virtual <https://soesd.zoom.us/j/6230027590>

1. Open Regular Meeting B. Baker
 - 1.1 Call to Order
 - 1.2 Pledge of Allegiance
 - 1.3 Introduction of Guests
 - 1.4 Add items to the Agenda
 - 1.5 Good to Great
 - 1.6 Teacher Input
 - 1.7 Community Input
2. Student Recognition and Presentations B. Baker
 - 2.1 High Five Presentations
 - 2.2 Story of a Student(s)
 - 2.3 ASB Report M. Snyder
 - 2.4 FFA Report P. Wolfe
 - 2.5 Gear Up Report N. Williams
3. Consent Motions B. Baker
 - 3.1 Approve Minutes of the November 14, 2023 Board Meeting
 - 3.2 Personnel Action Report
 - 3.3 Budget Committee Openings
4. Reports and Communications D. Stone
 - 4.1 Superintendent/Elementary Principal Report
 - 4.2 MS/HS Principals Report
 - 4.3 Financial Report S. Eary
5. Old Business D. Stone
 - 5.1 Second Reading Policies- GCBDA/GDBDA, GCBDA/GDBDA-AR, LBE
6. New Business D. Stone
 - 6.1 SSA/SIA Grant Agreement
 - 6.2 MOA Archery & Trap Clubs Stipend
 - 6.3 RFP Appointment B. Baker
 - 6.4 OSBA Elections B. Baker
7. Upcoming Dates
 - 7.1 Elementary Winter Program December 13th, 6:30 P.M.
 - 7.2 Winter Break December 18-January 2, 2024

Next Board Meeting January 9, 2024

If accommodations are needed for anyone with a handicapping condition who wishes to attend a Board of Education Meeting, please notify the school at 560-3653.

*Speakers should limit their remarks to 3-5 minutes.

Agenda Background

Dec. 14, 2023

This month we have 10 High Five Recipients and 2 young people for Story of a Student. Clay Witham who has been in boy scouts since he was 5 years old and 8th grade student Peyton Bleick who is very active in Civil Air Patrol.

The Personnel Action Report is small this month with one Temporary Classified new hire and an extra duty contract for the Winter Elementary performance.

We have three budget committee openings we will need to fill. The announcement is in your packet.

Sheri's financial report is included in the packet as well.

All of the second readings are in the packet as well.

The SSA/SIA Grant Agreement has been posted on our website. You will find the agreement in your packet as well as the MOA Archery & Trap Clubs stipend.

The OSBA elections are coming up and voting must be done by December 15th. All of the supporting documentation as well as a ballot is included in your packet.

I will see you on Tuesday!

A handwritten signature in blue ink, appearing to read "Liz".

High Five Certificates
December 12, 2023

Pre-K	Sloan Merserseau Sloan is a very kind and hardworking young lady. She loves helping her classmates out in class. She also is a wonderful example of how to behave in class and always works very hard on her schoolwork. I am super proud of the young lady she is and will be excited to see what her future holds.
2nd Grade:	Zyree Lonning Zyree is working hard so hard to improve his skills every day. He has improved his handwriting, word spacing, encoding and decoding skills. He is always thinking about questions and developing an answer. He is Eager to learn every day, in every subject.
5th Grade:	Kate O'Neal Kate has improved immensely in reading this year. She is also a math all-star! Her attendance continues to improve and her communication skills are growing. Kate is a wonderful example of a child who never gives up. I am so proud of Kate. Kate, thank you for being such a fighter and refusing to let your challenges Win. You're amazing! Ms. Snyder
	Braxton Broadwater Braxton is a phenomenal student. He strives to work hard and do his very best. I really enjoy how dedicated he is to reading and how much he enjoys reading.
	Mia Jackson Mia is the kindest soul in our class. She has the best personality. She can seem very shy and quiet, but really she's striving to meet 5 th grade standards. Mia is excellent mathematician.
6th Grade	Amelia Westensee Thoughtful, diligent and kind. Always conscientious about her work and always kind to other students.
7th Grade	Levi Walker Hard working, and a terrific sense of humor he always brings to each lesson. He makes us laugh all of the time.
8th Grade	Kailey Gill Works so hard and always gives her all. She is also very patient and kind to her classmates.

Grafton Strahan

Grafton is a sweet and hardworking student who is empathetic and kind to all of his classmates, even on difficult days. In Science and Drama he is outgoing and is growing into an amazing human.

10th Grade**Luke Cox**

Luke is a true leader. He stands out in all of his classes by making good choices even when his peers don't. Luke is producing high quality work for every teacher this year. Luke is a student I can trust in...Leadership. He is an incredible basketball player, not just skillful, but his sportsmanship shines and his willingness to help his teammates is extraordinary. We are proud that Luke represents our school. —Mrs. Snyder

**Prospect School District
Regular School Board Meeting**

November 14, 2023

Media Center and Zoom

Pursuant to notice made by press release to newspapers of local circulation and posted on www.prospect.k12.or.us a Board meeting of the Prospect School Board was at Prospect School District, Prospect, Oregon.

Present: Board Chair: Bruce Baker
Vice Chair: Joshua Wetzel
Director: Debbie Baker
Director: Virginia Rigel
Director: Ray Williams

Superintendent: Daye Stone
Principal: Greg Bryant
Business Manager: Sheri Eary
Recorder: Liz Steward

1.1 Call to Order: The meeting was called to order at 6:05 P.M.

1.2 Pledge of Allegiance: Those present stood and participated in the Pledge of Allegiance.

1.3 Introduction of Guests: Payton Wolfe, Jesse, Samantha, and Cassie Little, Coda Williams, Abi and Amanda Hansen, Taylor Binding, Julie and Jeremy Jackson, Laricia Maloy, Marissa Jackson, Cody Sinclair, Crystal Sinclair, Lisa Miller, Megan Snyder, Hayden Bergmann, David Young, David and Amelia Westensee, Sarah Springs, Payton Wolfe, Wyatt and Megan Rose.

1.4 Additional Items to Agenda: None

1.5 Good to Great: Each board member and Administration staff had a Good to Great item to share.

1.6 Teacher Input: Amanda Hansen shared that Trio and the Career Center is doing an amazing job. Next week Ms. Hansen is taking 3 students to Careers and Gears to work with law enforcement. Greg Costanzo, who was a guest speaker at the Veteran's Day celebration will be running the leadership program with Careers and Gears. Josh Wetzel took two of our students to this event last week.

1.7 Community Input: There is no community input this month.

2.1 High Five Presentations: High Five Presentations were made to Wyatt Rose, Hayden Bergmann, Zenaya Lahti, Amelia Westensee, Kade Eary (absent), Marissa Jackson and Kenny Oswald.

2.2 Story of a Student: None.

2.3 ASB Report: Student Abi Hansen reported that there is new curriculum ASB is working on

called "Lead for a Change". It works on goal setting, empowering others and personal growth. ASB has started advertising their new fundraiser of Holiday Swags. They have sold 7 so far. Leadership is partnering with the Prospect Community Club for the community Thanksgiving Dinner on November 23rd. Plans are in the work to plan something for the adults in the winter. They are about to get a Pepsi machine in the High School hallway. Cassie Little and Mrs. Snyder is helping monitor the machine and inventory. Abi said community service help is available from Leadership for anyone that needs help. They are planning on having more live videos up soon.

2.4 FFA Report: Coda Williams, Cassie Little and Bailey Lehman gave an update on FFA.

Maysin Wagamont and Aurora Curtis, along with Coda, Cassie and Bailey were Elected as FFA Officers on October 18th. Recent FFA activities has included volunteering at the Grange Co-op Harvest Fair, The State soils trip, Food Science at District (where Prospect won 3rd and 4th places), and our best Trunk or Treat event by far. Next month the State FFA Officers are coming to Prospect for the day. Today was the last day for Hazelnut orders.

3.1 Consent Motions: Director Ray Williams had corrections for the October 10, Board Minutes. On Page 2, under Superintendent's notes, on the fourth line, "emergent" should be "emergency". On the last paragraph, Siesmic Barn Project is Confusing two projects. It should read, "Pole Barn project". Once corrections were made, Director Williams made the motion to accept the minutes with the clarifications and corrections made. Director Virginia Rigel seconded the motion. All five directors voted yes and passed the motion.

3.2 Personnel Action Report: Vice Chair Joshua Wetzel made the motion to accept item 3.2. Director Rigel seconded the motion. All five board members voted yes, the motion passed.

4.1 Superintendent Report: Superintendent Daye Stone reported that today there was a labor Management meeting. There will be a larger conversation in the spring, but in the meantime some MOA's will be drafted for Trap and Archery Advisors. The MOA's will be posted in December. There will be an informational training on Archery Club and a meeting to pull in volunteers. Anyone working with the students have to have the training. It might be in a zoom meeting/training.

Superintendent Stone gave a special shout out to Vice Chair Wetzel for all of the setting up the Score Table with advertising, audio and video. It took quite a bit of time getting everything installed. Parent Teacher conferences started last Friday and will finish this Friday. 100% of the families for the Elementary classes attended the conferences, and all of the appointment slots are filled for the secondary classes.

Rogue Valley Mentoring is going well. Today after the mentoring session there

was lots of feedback. One young man who blows out of mentoring class each month stuck with it today and had a great day! It is getting better with each week.

Early literacy grant...a team was formulated with Amanda Heaven, Marsha Capello, Carroll Newcomb and Sheri Eary. There are twelve narratives attached to this grant. We are still trying to flush out everything that we need to do to have a draft ready by December 15th. The grant needs to be submitted prior to January 8th. The grant needs to be submitted to the State for approval.

The reader board has been shipped. It should already be here, but hopefully it will be here soon.

Transportation continues to be a problem. We are back to First Student not having enough drivers to fill our transportation needs. We are using the Type 20 buses more often now, and also parent transport when needed.

Principal Report: Principal Greg Bryant reported that today is the first day where the technical bugs got worked out of SOVA Overdrive Digital Library. This program, through ESD has over tens of thousands of audio and eBooks in their program library. Students can now check out books using their chrome books. Also, with the library Revitalization Grant, we are able to purchase credits so the students can order more books. Mr. Bryant helped in Language Arts class today (November 14th) helping students log in and check out books in the digital library.

In front of the Board Directors was a form that Mr. Bryant and Mr. Shawn Myers use for referrals or for redirecting for any challenging behaviors. When filled it automatically drops into a Google folder, and also is sent immediately to the parent. The forms go to Mr. Myers, Mrs. Jessica Gordon and Mr. Bryant. This has everyone (staff, students and parents) engaging in problem solving.

Mr. Stone added about a parent that called today who was frustrated that recess time is not "Free Time". This parent feels that the students should be free to do what they want during recess. Last year, there were over 100 referrals especially related to Recess time. This year, with using Playworks, there has only been four referrals related to structured playtime. Playworks is also working well with staff.

4.3 Financial Report: Mrs. Sheri Eary reported about cash balances. Next month we will see the peak of income from property taxes coming in. Overall, property taxes are down four percent compared to last year. As far as expenditures, it was a big month. We had close to \$60,000. In transportation, the water/pump issue, and a grand total of \$408,000 in expenditures for the month. Next month we will have the reader board bill. We will not pay it until we receive it. The total cost

for the reader board is \$24,000.

Approaching the end of the year, with all of the grants there are always strings to them and lots of reporting going on behind the scenes. Title funds had to be submitted and they have been approved. Vice Chair Wetzel noticed that we were down six students in enrollment and questioned why. Superintendent Stone replied that students do just come and go. We lose some, but we gain some as well. A couple of our Special Ed students need more services than what we can provide, and they are now going down the hill for extra help. Vice Chair Wetzel also asked about the \$10,000 expenditure for the water issue and what else needs to be done with that project. Superintendent Stone said next year we will need to take the roof off and remove the tank which is in terrible shape and is literally rotten. The repair man said we should be okay with the retrofit and bladder system. The tank is 4,000 gallons in size.

Director Debbie Baker asked about the Trap Club and if we will have a gun safe on campus. Superintendent- Stone said there will not be a gun safe on campus. Archery Club will be on campus, but Trap Club will always be off campus. Our insurance company is aware of our plans and is ok with both clubs.

5.1 Revised Audit Report: Mrs. Eary reported that the correction on page 15 of the audit has been made. Director Williams made to motion to approve the revised correction in the audit. Director Debbie Baker seconded the motion. All five board directors approved. Motion passed.

5.3 Second Reading of Policies: AC-AR, GBHD, IFCF-AR, JGE, KL

Director Williams made the motion to approve the above five policies. Director Rigel seconded the motion. All five directors agreed and motion passed.

5.4 Klamath Outdoor School: Prospect School received State approval and the State will pay for the Klamath Outdoor School. Vice Chair Wetzel made the motion to approve and Director Debbie Baker seconded the motion. All five directors voted yes. Motion carried.

6.1 SIA Report: Student Investment Account. Superintendent Stone reported that the State has budgeted a significant amount to help with dropout prevention. We applied for SIA money and had to have activities planned that we could spend the money on. To date we have credit retrieval that Mrs. Jessica Gordon has been working on. There is more concern about SB 819 and shortened school days. Most of credit retrieval is not direct instruction. We fund our electives teacher for forestry classes. We are currently working on a wood storage shed on the back side of the pole barn. We also utilize and pay counseling services with Mr. Greg Simmons. He works here two days a week, and we spend a lot of our funds on that. We have a graduation coach who also has 504, and is a TAG coordinator. Ms. Yakopatz also helps with tracking round data. We held our open house which qualified as one of our community activities.

Mrs. Wood has been using tools like Easy CBEM which is helping monitor the 2nd graders on track with reading. Currently, 2nd grade has gained ten percent growth in reading.

Director Rigel made the motion to approve the SIA report. Director Williams seconded the motion. All five board directors voted yes, motion carried.

6.2 First Reading Policies: GCBDA/GDBDA, GCBDA/GDBDA-AR, LBE

After much discussion, Decision was made to go with Family Medical Leave Version Two, GCBDA/GDBDA-AR.

Meeting Adjourned at 7:27 PM

Board Chair

Superintendent

Recorder

Personnel Action Report & Extra Duty Contracts as of 12/4/2023

Name	Action	Assignment	FTE
Linda Meeriten	Temp Classified Hire	Behavior Specialist/Instructional Assistant	
Kaytee Lonning	Hire	Winter Elementary Music Performance	

Extra Duty Contracts

**ANNOUNCEMENT OF OPENINGS
FOR PROSPECT SCHOOL DISTRICT #59
BUDGET COMMITTEE 2024**

The Board of Directors for Prospect School District #59 announces the following Budget Committee vacancies: Positions #3 & #5 serve a three-year term and Position #4 serves a two-year term.

Applicants must be a registered voter of the District, have lived in the District for one year and cannot be an employee of the Prospect School District.

Community members interested in serving on the District Budget Committee will need to submit a letter of interest. The letter should include your name and contact information as well as the reason you are interested in serving on the committee, previous experience, and other community involvement. The letter can be mailed to PO Box 40, Prospect, OR 97536; emailed to sherie@prospect.k12.or.us, or hand delivered to the district office at 160 Mill Creek Drive, Prospect, Oregon.

The initial deadline for applications is 4 p.m. on January 4th, 2024. If positions remain to be filled after the January 2024 Regular Board Meeting, the next deadlines will be February 8th, 2024 and March 8th, 2024. The Board will consider applications for appointment monthly until filled.

The School Board genuinely appreciates your interest in serving on our budget committee.

MONTHLY FINANCIAL REPORT

11/30/23

	Prior Year	Current Year	% Increase	Increase/ (Decrease)
Student Enrollment	221	223	1%	2
Balance in General Fund	\$ 2,673,004	\$ 2,832,497	6%	\$159,494
Balance in Other Funds	\$ 313,121	\$ 220,945	-42%	-\$92,176
Balance in Student Body Funds	\$ 58,470	\$ 81,279	28%	\$22,809

GENERAL FUND REVENUES

	Budget	Month to Date	Year to Date	% Received	Balance of Budget
Local & Intermediate	\$ 722,500.00	\$ 612,312.64	\$ 671,215.35	93%	\$ 51,284.65
State	\$ 3,297,000.00	\$ 275,450.00	\$ 1,667,193.53	51%	\$ 1,629,806.47
Federal	\$ 2,500.00			0%	\$ 2,500.00
Transfers	\$ 78,000.00			0%	\$ 78,000.00
Beginning Balance	\$ 2,000,000.00		\$ 2,012,931.53	101%	\$ (12,931.53)
Totals	\$ 6,100,000.00	\$ 887,762.64	\$ 4,351,340.41	71%	\$ 1,748,659.59
Same Month Last Year	\$ 5,325,000.00	\$ 846,478.82	\$ 3,988,558.40	75%	\$ 1,336,441.60

GENERAL FUND EXPENDITURES - BY FUNCTION

	Budget	Month to Date	Year to Date	% Spent	Balance of Budget
Instruction	\$ 2,393,510.00	\$ 170,614.92	\$ 721,731.02	30%	\$ 1,671,778.98
Support Services	\$ 1,987,330.00	\$ 151,055.46	\$ 797,112.10	40%	\$ 1,190,217.90
Facilities Acquisition	\$ 100,000.00			0%	\$ 100,000.00
Transfers to Other Funds	\$ 238,000.00			0%	\$ 238,000.00
Contingency	\$ 381,160.00			0%	\$ 381,160.00
Unappropriated	\$ 1,000,000.00			0%	\$ 1,000,000.00
	\$ 6,100,000.00	\$ 321,670.38	\$ 1,518,843.12	25%	\$ 4,581,156.88
Same Month Last Year	\$ 5,325,000.00	\$ 320,134.59	\$ 1,315,554.28	25%	\$ 4,009,445.72

GENERAL FUND EXPENDITURES - BY CLASSIFICATION

	Budget	Month to Date	Year to Date	% Spent	Balance of Budget
Salaries	\$ 1,797,875.00	\$ 144,120.14	\$ 627,019.30	35%	\$ 1,170,855.70
Benefits	\$ 1,199,775.00	\$ 85,345.19	\$ 384,247.79	32%	\$ 815,527.21
Purchased Services	\$ 926,585.00	\$ 76,315.79	\$ 268,004.08	29%	\$ 658,580.92
Supplies	\$ 289,755.00	\$ 14,403.68	\$ 136,433.25	47%	\$ 153,321.75
Capital Outlay	\$ 175,000.00	\$ -	\$ 23,176.84	13%	\$ 151,823.16
Dues & Fees	\$ 91,850.00	\$ 1,485.58	\$ 79,961.86	87%	\$ 11,888.14
Transfers/Reserves	\$ 1,619,160.00		\$ -	0%	\$ 1,619,160.00
	\$ 6,100,000.00	\$ 321,670.38	\$ 1,518,843.12	25%	\$ 4,581,156.88
Same Month Last Year	\$ 5,325,000.00	\$ 320,134.59	\$ 1,315,554.28	25%	\$ 4,009,445.72

PROSPECT SCHOOL DISTRICT 59

Disbursement Detail Listing				Bank Name:	UMPQUA BANK	Date Range:	11/01/2023 - 11/30/2023	Sort By:	Vendor
Fiscal Year: 2023-2024				<input checked="" type="checkbox"/> Print Employee Vendor Names		Voucher Range:	-	Dollar Limit:	\$0.00
Check Number	Date	Voucher	Payee	Invoice	Account	Description		Amount	
Bank Name: UMPQUA BANK									
16436	11/09/2023	1149	Act Finance	1303292	100.2640.0390.590.000.000	Workkeys Paraprofessional Testing		\$13.00	
16436	11/09/2023	1149	Act Finance	1304267	100.2640.0390.590.000.000	Workkeys Paraprofessional Testing		\$65.00	
						Check Total:		\$78.00	
16459	11/17/2023	1159	Amazon Capital Services	16ML-JFFT-PY31	100.1132.0410.591.230.000	Rubbermaid Totes – HSFB Uniform & Equip Storage		\$121.69	
16459	11/17/2023	1159	Amazon Capital Services	1CKH-PWTF-Q7XM	257.1111.0420.591.000.000	Small Reading group books		\$504.14	
16459	11/17/2023	1159	Amazon Capital Services	1DPY-T1NR-PRXQ	100.2520.0410.590.000.000	Receipt books		\$11.99	
16459	11/17/2023	1159	Amazon Capital Services	1H41-MFQD-NVX6	100.2410.0460.591.000.000	Threan Indoor Flag STands		\$335.94	
16459	11/17/2023	1159	Amazon Capital Services	1H41-MFQD-PVQJ	100.1111.0410.591.000.013	Dry Erase pocket sleeves		\$38.90	
16459	11/17/2023	1159	Amazon Capital Services	1HJL-T11N-PLY1	100.1111.0410.591.000.012	Handwriting lines stamp		\$23.99	
16459	11/17/2023	1159	Amazon Capital Services	1HJL-T11N-PLY1	100.1111.0410.591.000.012	Ruler- abrasive		\$16.75	
16459	11/17/2023	1159	Amazon Capital Services	1HJL-T11N-PLY1	100.1111.0410.591.000.012	Self inking teacher stamp		\$18.99	
16459	11/17/2023	1159	Amazon Capital Services	1M6J-97Y7-PPCJ	100.2520.0410.590.000.000	W2 forms		\$16.49	
16459	11/17/2023	1159	Amazon Capital Services	1NRX-NWDD-PDXF	100.2542.0410.591.000.000	Glade air spray		\$13.68	
16459	11/17/2023	1159	Amazon Capital Services	1NRX-NWDD-PDXF	100.2542.0410.591.000.000	Wet jet cleaner		\$11.19	
16459	11/17/2023	1159	Amazon Capital Services	1NRX-NWDD-PDXF	100.2542.0410.591.000.000	AA batteries		\$25.76	
16459	11/17/2023	1159	Amazon Capital Services	1NRX-NWDD-PDXF	100.2542.0410.591.000.000	Cobweb duster		\$18.99	
16459	11/17/2023	1159	Amazon Capital Services	1PHW-HMRW-PQWX	100.2410.0460.591.000.000	Flag Holders		\$57.54	
16459	11/17/2023	1159	Amazon Capital Services	1VHQ-L3YD-NXPN	100.1121.0410.591.050.000	Art supplies		\$267.01	
16459	11/17/2023	1159	Amazon Capital Services	1VHQ-L3YD-NXPN	100.1131.0410.591.050.000	Art supplies		\$267.01	
16459	11/17/2023	1159	Amazon Capital Services	1VHQ-L3YD-NXPN	100.1131.0460.591.510.000	Photography Lighting kit		\$179.99	
16459	11/17/2023	1159	Amazon Capital Services	1WCT-MCY1-NH7G	100.2410.0460.591.000.000	8' Banquet Tables		\$3,724.40	
16459	11/17/2023	1159	Amazon Capital Services	1XFW-HR3F-NXDR	100.2410.0410.591.000.000	Veterans Day decor		\$246.28	
16459	11/17/2023	1159	Amazon Capital Services	1YQN-L31Q-MYV9	100.2410.0410.591.000.000	Science of Reading in Action		\$175.42	
						Check Total:		\$6,076.15	

PROSPECT SCHOOL DISTRICT 59

Disbursement Detail Listing				Bank Name:	UMPQUA BANK	Date Range:	11/01/2023 - 11/30/2023	Sort By:	Vendor
Fiscal Year: 2023-2024				<input checked="" type="checkbox"/> Print Employee Vendor Names		<input checked="" type="checkbox"/> Exclude Voided Checks		<input type="checkbox"/> Exclude Manual Checks	<input checked="" type="checkbox"/> Include Non Check Batches
Check Number	Date	Voucher	Payee	Invoice	Account	Description		Amount	
NCB	11/06/2023	1157	Arclight Dynamics	V118871	100.1131.0460.591.550.000	Green Guard rust Blocker		\$231.93	
16472	11/30/2023	1172	Bill's Glass	15001286	100.2542.0460.591.000.000	HS exit door window replacement		\$220.00	
16460	11/17/2023	1159	Brooks Classic Construction LLC	104-1	100.2542.0322.591.000.000	Service call for broken toilet in prek		\$650.00	
16473	11/30/2023	1172	Bucks Bags, Inc.	28988	100.1122.0460.591.230.000	MS Boys BBall uniforms		\$2,182.52	
16437	11/09/2023	1149	Cascade Athletic Supply Co.	274936	100.1122.0410.591.230.000	Ice packs		\$39.90	
16437	11/09/2023	1149	Cascade Athletic Supply Co.	274936	100.1132.0410.591.230.000	Ice packs		\$39.90	
16437	11/09/2023	1149	Cascade Athletic Supply Co.	274948	100.1132.0460.591.230.000	Wilson Evolution 29.5" bballs		\$959.88	
16437	11/09/2023	1149	Cascade Athletic Supply Co.	274948	100.1132.0460.591.230.000	Ball Rack		\$139.98	
16461	11/17/2023	1159	Cascade Athletic Supply Co.	275080	100.1122.0460.591.230.000	Wilson MS Boys Basketballs		\$719.55	
16461	11/17/2023	1159	Cascade Athletic Supply Co.	275080	100.1122.0460.591.230.000	Spalding MS Boys Basketballs		\$149.75	
16474	11/30/2023	1172	COSA	5027310	100.2640.0640.590.000.000	Jobs Online Posting Service 1/124 - 12/31/24		\$250.00	
NCB	11/30/2023	1174	Don's Lock	V214611	100.2542.0410.591.000.000	Master Key Replacements – Damaged Keys		\$9.00	
NCB	11/30/2023	1174	Don's Lock	V214611	100.2542.0410.591.000.000	Additional G keys		\$9.00	
NCB	11/30/2023	1174	Don's Lock	V214611	100.2542.0410.591.000.000	Additional S keys & Replacement of Damaged		\$9.00	
						Check Total:		\$27.00	

PROSPECT SCHOOL DISTRICT 59

Disbursement Detail Listing				Bank Name:	UMPQUA BANK	Date Range:	11/01/2023 - 11/30/2023	Sort By:	Vendor
Fiscal Year: 2023-2024				<input checked="" type="checkbox"/> Print Employee Vendor Names		Voucher Range:	-	Dollar Limit:	\$0.00
Check Number	Date	Voucher	Payee	Invoice	Account	Description		Amount	
16462	11/17/2023	1159	Douglas County School District #15	450	100.1132.0640.591.230.000	HSBB Boys & Girls Tourney Fees		\$400.00	
						Check Total:		\$400.00	
NCB	11/29/2023	1176	Elan Financial Services	V260950	217.2120.0342.591.000.000	GU West Dinner 10/24 (3) - Hudson		\$65.05	
NCB	11/29/2023	1176	Elan Financial Services	V260950	217.2120.0342.591.000.000	GU West Lyft Rides - Airport, Hotel, Meals		\$74.35	
NCB	11/29/2023	1176	Elan Financial Services	V260950	217.2120.0342.591.000.000	GU West Dinner 10/23 - Domino's		\$63.87	
NCB	11/29/2023	1176	Elan Financial Services	V260950	217.2120.0342.591.000.000	GU West Dinner 10/22 - Blue Zoo		\$110.54	
NCB	11/29/2023	1176	Elan Financial Services	V260950	217.2120.0342.591.000.000	GU West Dinner 10/24 (2) - Burger King		\$23.28	
NCB	11/29/2023	1176	Elan Financial Services	V260950	217.2120.0342.591.000.000	Gear Up West Lunch 10/24 - Panda Express		\$42.00	
NCB	11/29/2023	1176	Elan Financial Services	V857769	217.2120.0410.591.000.000	Bullee Dogs - Custom Hoodie Reopening Raffle		\$30.00	
NCB	11/29/2023	1176	Elan Financial Services	V971425	217.2120.0342.591.000.000	Double Tree - Lodging Balance GEAR UP West		\$439.11	
						Check Total:		\$848.20	
16438	11/09/2023	1149	Ferrelgas	5008100995	100.2544.0326.590.000.000	Propane - kitchen		\$1,186.09	
						Check Total:		\$1,186.09	
16475	11/30/2023	1172	First Student, Inc	11935123	100.2552.0331.591.000.000	Home to School & Fuel		\$27,327.83	
16475	11/30/2023	1172	First Student, Inc	11935123	100.2552.0331.591.000.000	Type 20 Training		\$116.75	
16475	11/30/2023	1172	First Student, Inc	11935123	100.2552.0332.591.230.000	Athletic Trips Fuel		\$27.86	
16475	11/30/2023	1172	First Student, Inc	11935123	100.2552.0332.591.250.000	Activity Bus Fuel		\$123.49	
16475	11/30/2023	1172	First Student, Inc	11935136	100.2552.0331.591.000.000	Filed Trip - Pumpkin Patch		\$274.55	
						Athletic Trips		\$421.43	
16475	11/30/2023	1172	First Student, Inc	11935136	100.2552.0332.591.230.000	Activity Bus		\$1,868.06	
						Check Total:		\$30,159.97	

PROSPECT SCHOOL DISTRICT 59

Disbursement Detail Listing			Bank Name:	UMPQUA BANK	Date Range:	11/01/2023 - 11/30/2023	Sort By:	Vendor
Fiscal Year: 2023-2024			<input checked="" type="checkbox"/> Print Employee Vendor Names		Voucher Range:	-	Dollar Limit:	\$0.00
Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount	
16476	11/30/2023	1172	Glazier Clinics	53749	100.1132.0310.591.230.000	2024 Clinic pass	\$495.00	
						Check Total:	\$495.00	
16477	11/30/2023	1172	Government Ethics Commission	AIE18380	100.2310.0640.590.000.000	Annual Fee Ethics Commission	\$945.68	
						Check Total:	\$945.68	
NCB	11/17/2023	1167	Harmony Linson	V702753	100.2552.0332.591.230.000	Mileage MSBB to RVA 11/13	\$62.88	
						Check Total:	\$62.88	
16439	11/09/2023	1149	Hunter Communications	474576	100.2660.0351.591.000.000	Telephone	\$282.66	
16439	11/09/2023	1149	Hunter Communications	474576	100.2660.0359.591.000.000	Internet	\$440.00	
						Check Total:	\$722.66	
16435	11/06/2023	1147	Jennifer Cloud	V78014	100.2552.0331.591.000.000	Mileage to White City El/ECSE 9.1.23 - 10.30.23	\$286.89	
						Check Total:	\$286.89	
16440	11/09/2023	1149	Klamath Outdoor Science School	V65266	218.1121.0342.591.000.000	Outdoor School deposit	\$1,900.00	
						Check Total:	\$1,900.00	
16463	11/17/2023	1159	LehmanLectric	1107	100.2542.0410.591.000.000	T8 Fluorescent lights	\$207.68	
16463	11/17/2023	1159	LehmanLectric	1107	100.2542.0460.591.000.000	LED exit lights	\$406.23	
16463	11/17/2023	1159	LehmanLectric	1108	201.3100.0322.590.000.000	Electrical Plug Kitchen Milk Cooler	\$215.85	
						Check Total:	\$829.76	
NCB	11/01/2023	1146	LessonPix Inc.	V536419	100.1250.0470.591.320.000	LessonPix Subscription	\$36.00	
NCB	11/17/2023	1167	Liz Steward	V314671	100.2410.0342.591.000.000	Mileage Veterans Day Supplies 11/7	\$55.68	
NCB	11/10/2023	1154	Liz Steward	V457439	100.2410.0410.591.000.000	Veterans Day Lunch Paper Products	\$58.56	
NCB	11/10/2023	1154	Liz Steward	V669072	100.2310.0342.590.000.000	Mileage to Ashland - OSBA Legislative Roadshow 10/30	\$70.74	
						Check Total:	\$220.98	
16464	11/17/2023	1159	Lowe's	975244	100.2543.0410.591.000.000	2cycle oil	\$14.19	
16464	11/17/2023	1159	Lowe's	975244	100.2543.0460.591.000.000	Drill	\$144.51	
16464	11/17/2023	1159	Lowe's	987792-LTNUDS	100.2542.0410.591.000.000	5lb screws	\$23.73	

PROSPECT SCHOOL DISTRICT 59

Disbursement Detail Listing				Bank Name:	UMPQUA BANK	Date Range:	11/01/2023 - 11/30/2023	Sort By:	Vendor
Fiscal Year: 2023-2024						Voucher Range:	-	Dollar Limit:	\$0.00
Check Number	Date	Voucher	Payee	Invoice	Account	Description		Amount	
16464	11/17/2023	1159	Lowe's	987792-LTNUDS	100.2542.0410.591.000.000	electrical tape		\$23.88	
16464	11/17/2023	1159	Lowe's	987792-LTNUDS	100.2543.0410.591.000.000	DW 4pk grinding wheels		\$20.86	
16464	11/17/2023	1159	Lowe's	987792-LTNUDS	100.2543.0410.591.000.000	Wasp Control		\$19.89	
16464	11/17/2023	1159	Lowe's	987792-LTNUDS	100.2543.0410.591.000.000	weed eater line		\$32.28	
16464	11/17/2023	1159	Lowe's	987792-LTNUDS	100.2543.0410.591.000.000	2cycle oil		\$36.99	
16464	11/17/2023	1159	Lowe's	987792-LTNUDS	100.2543.0410.591.000.000	wheels		\$34.16	
16464	11/17/2023	1159	Lowe's	987792-LTNUDS	100.2543.0460.591.000.000	Ice melt		\$338.72	
						Check Total:		\$689.21	
NCB	11/17/2023	1167	Marcy Barratt	V687156	100.2552.0332.591.230.000	Mileage MSBB to RVA 11/13		\$62.88	
NCB	11/10/2023	1154	Marsha Capello	V962627	100.2620.0342.590.000.000	Mileage to Ashland		\$72.05	
						Integrated Planning 10/30			
						Check Total:		\$134.93	
16441	11/09/2023	1149	Miller Paint Co.	33976445	100.2543.0410.591.000.000	Paint for homecoming football field		\$490.00	
						Check Total:		\$490.00	
16442	11/09/2023	1149	Napa Auto Parts	936-683766	100.2552.0410.591.000.000	Fuel gas cap for mini bus		\$16.99	
						Check Total:		\$16.99	
NCB	11/10/2023	1154	Nicole Witham	V946680	100.2620.0342.590.000.000	Mileage to Ashland – Integrated Planning 10/30		\$62.88	
NCB	11/17/2023	1167	Norma Miller	V265773	201.3100.0415.590.000.000	Non Food		\$59.65	
NCB	11/17/2023	1167	Norma Miller	V265773	201.3100.0450.590.000.000	Food		\$129.47	
						Check Total:		\$252.00	
16465	11/17/2023	1159	NW Stonewyse LLC	1123PS	100.2410.0640.591.000.000	Military Stone Engraving		\$40.00	
						Check Total:		\$40.00	
16466	11/17/2023	1159	OSU Horticulture	0261264	100.2544.0342.590.000.000	Registration Fee IPM Training 12/19/23		\$75.00	
						Check Total:		\$75.00	
16443	11/09/2023	1149	Pacific Power	V144333	100.2544.0325.590.000.000	340 Mill Creek		\$908.40	
16443	11/09/2023	1149	Pacific Power	V21577	100.2544.0325.590.000.000	280 Mill Creek		\$274.30	
16443	11/09/2023	1149	Pacific Power	V236520	100.2544.0325.590.000.000	441 Mill Creek		\$226.58	
16443	11/09/2023	1149	Pacific Power	V683840	100.2544.0325.590.000.000	160 Mill Creek		\$1,976.05	
						Check Total:		\$3,385.33	

PROSPECT SCHOOL DISTRICT 59

Disbursement Detail Listing				Bank Name:	UMPQUA BANK	Date Range:	11/01/2023 - 11/30/2023	Sort By:	Vendor
Fiscal Year: 2023-2024						Voucher Range:	-	Dollar Limit:	\$0.00
Check Number	Date	Voucher	Payee	Invoice	Account	Description		Amount	
NCB	11/17/2023	1167	Payton Wolfe	V218345	100.2620.0342.590.000.000	Mileage to Ashland Integrated Planning 10/30		\$34.06	
						Check Total: \$34.06			
16478	11/30/2023	1172	PBS Engineering & Environmental Inc.	15181.181-0004	255.2541.0380.590.000.000	AHERA Asbestos course		\$500.00	
16478	11/30/2023	1172	PBS Engineering & Environmental Inc.	15181.182-0004	255.2541.0380.590.000.000	Asbestos Mangangement course		\$400.00	
						Check Total: \$900.00			
16467	11/17/2023	1159	Project Youth	V510902	257.2120.0310.591.000.000	PYP+ Services 2023-2024		\$5,000.00	
						Check Total: \$5,000.00			
16468	11/17/2023	1159	Prospect Store & Gas	815006	201.3100.0415.590.000.000	Paper Plates		\$6.39	
16468	11/17/2023	1159	Prospect Store & Gas	835984	100.2543.0410.591.000.000	Fuel – 11.85 Gallons		\$61.63	
						Check Total: \$68.02			
16444	11/09/2023	1149	Rogue Community College	50135	100.1289.0374.591.000.000	Fall Term Tuition – Oliver		\$204.00	
16444	11/09/2023	1149	Rogue Community College	50135_	100.1289.0374.591.000.000	Fall Term Tuition – Walker		\$306.00	
						Check Total: \$510.00			
16479	11/30/2023	1172	RVBOA	V760505	100.1122.0310.591.230.000	MS BBall officials estimate		\$3,000.00	
16479	11/30/2023	1172	RVBOA	V760505	100.1132.0310.591.230.000	HS BBall officials estimate		\$5,500.00	
						Check Total: \$8,500.00			
NCB	11/17/2023	1167	Sandra Walker	V647381	244.3300.0410.590.000.000	MKV – Basketball Shoes		\$24.98	
						Check Total: \$24.98			
16469	11/17/2023	1159	Securitas Technology Corporaton	6003285486	100.2544.0390.590.000.000	Alarm Monitoring Business & Tech Offices		\$37.00	
16469	11/17/2023	1159	Securitas Technology Corporaton	6003364280	100.2544.0390.590.000.000	Alarm Monitoring Business & Tech Offices		\$37.00	
						Check Total: \$74.00			
16434	11/01/2023	1145	Shawn Myers	V437473	100.1132.0342.591.230.000	AD Coaches Meeting Riddle 10/29		\$84.10	

PROSPECT SCHOOL DISTRICT 59

Disbursement Detail Listing				Bank Name:	UMPQUA BANK	Date Range:	11/01/2023 - 11/30/2023	Sort By:	Vendor
				Voucher Range:	-			Dollar Limit:	\$0.00
Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount		
							Check Total:	\$84.10	
NCB	11/10/2023	1154	Sheri Eary	V31196	100.2520.0342.590.000.000	Mileage to Ashland – Integrated Planning 10/30		\$72.05	
NCB	11/10/2023	1154	Sheri Eary	V31196	100.2520.0342.590.000.000	Mileage Bank deposits, SOS Alarm, UPS		\$56.33	
							Check Total:	\$128.38	
16445	11/09/2023	1149	Sherms Food 4 Less	157834	100.1132.0410.591.230.000	Football Dinner for North Lake		\$146.71	
16445	11/09/2023	1149	Sherms Food 4 Less	157835	100.1132.0410.591.230.000	Football Dinner for North Lake		\$32.16	
							Check Total:	\$178.87	
16446	11/09/2023	1149	SOESD	30336	100.2542.0410.591.000.000	Lobby dust pan		\$11.49	
16446	11/09/2023	1149	SOESD	30336	100.2542.0410.591.000.000	Trash liners		\$200.04	
16446	11/09/2023	1149	SOESD	30336	100.2542.0410.591.000.000	towel, paper		\$111.96	
16446	11/09/2023	1149	SOESD	30357	100.2542.0410.591.000.000	Toilet tissue		\$154.83	
16446	11/09/2023	1149	SOESD	933	100.2660.0390.590.000.000	SOESD IT Services (Pmt 1 of 2)		\$27,500.00	
							Check Total:	\$27,978.32	
16470	11/17/2023	1159	SOESD	942	100.2660.0470.591.000.000	Adlumin 1st Annual payment		\$1,150.00	
							Check Total:	\$1,150.00	
16480	11/30/2023	1172	Southern Oregon Sanitation, Inc.	1124202335201	100.2544.0328.590.000.000	Garbage service		\$873.20	
							Check Total:	\$873.20	
16447	11/09/2023	1149	SOVOA	1255	100.1132.0310.591.230.000	HS Volleyball officials		\$1,036.00	
							Check Total:	\$1,036.00	
16471	11/17/2023	1159	Steward's Porta Potties	6534	100.2544.0324.590.000.000	ADA porta potty rental		\$150.00	
							Check Total:	\$150.00	
NCB	11/15/2023	1160	Sysco Food Services of Portland	552629768	201.3100.0415.590.000.000	Non Food		\$61.41	
NCB	11/15/2023	1160	Sysco Food Services of Portland	552629768	201.3100.0450.590.000.000	Food		\$2,012.64	
NCB	11/15/2023	1160	Sysco Food Services of Portland	552644268	201.3100.0415.590.000.000	Non Food		\$106.07	
NCB	11/15/2023	1160	Sysco Food Services of Portland	552644268	201.3100.0450.590.000.000	Food		\$2,137.51	

PROSPECT SCHOOL DISTRICT 59

Disbursement Detail Listing				Bank Name:	UMPQUA BANK	Date Range:	11/01/2023 - 11/30/2023	Sort By:	Vendor		
Fiscal Year: 2023-2024				<input checked="" type="checkbox"/> Print Employee Vendor Names		Voucher Range:	-	Dollar Limit:	\$0.00		
Check Number	Date	Voucher	Payee	Invoice	Account	Description		Amount			
NCB	11/15/2023	1160	Sysco Food Services of Portland	552658330	201.3100.0415.590.000.000	Non Food		\$45.44			
NCB	11/15/2023	1160	Sysco Food Services of Portland	552658330	201.3100.0450.590.000.000	Food		\$1,558.89			
NCB	11/15/2023	1160	Sysco Food Services of Portland	552666346	201.3100.0415.590.000.000	Non Food		\$11.92			
NCB	11/15/2023	1160	Sysco Food Services of Portland	552672592	201.3100.0415.590.000.000	Non Food		\$48.86			
NCB	11/15/2023	1160	Sysco Food Services of Portland	552672592	201.3100.0450.590.000.000	Food		\$1,790.94			
NCB	11/17/2023	1175	WEX Bank	92951422	100.2552.0410.591.000.000	FFA, Training, Repairs Fuel 10/15 - 10/27		\$296.76			
NCB	11/17/2023	1175	WEX Bank	92951422	100.2552.0410.591.000.000	Athletic Trips		\$51.01			
								Check Total:	\$8,121.45		
								Bank Total:	\$109,717.51		

<u>Fund</u>	<u>Amount</u>
100	\$92,355.15
201	\$8,185.04
217	\$848.20
218	\$1,900.00
244	\$24.98
255	\$900.00
257	\$5,504.14
Fund Totals:	\$109,717.51

End of Report

Disbursements Grand Total: \$109,717.51

Prospect School District 59

Code: **AC-AR**
Adopted: 12/17/17, 5/14/18; 10/14/19; 1/27/20; 12/16/21, 11/14/23

Discrimination Complaint Procedure

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

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

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

Step 2: If the complainant wishes to appeal the decision of the principal, the complainant may submit a written appeal to the superintendent or designee within five school days after receipt of the principal's response to the complaint.

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

Step 3: If the complainant is not satisfied with the decision of the designee, a written appeal may be filed with the Board within five school days of receipt of the designee's response to Step 2. The Board may decide to hear or deny the request for appeal at a Board meeting. 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 or electronic form within 30 days of receipt of the appeal by the board.

If the principal is the subject of the complaint, the individual may start at Step 2 and should file a complaint with the designee.

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

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

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

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

DISCRIMINATION COMPLAINT FORM

ANY PERSON, INCLUDING STUDENTS, STAFF, VISITORS AND THIRD PARTIES, MAY FILE A COMPLAINT.

Name of Person Filing Complaint

Date

School or Activity

Student/Parent Employee Job applicant Other _____

Type of discrimination:

<input type="checkbox"/> Race	<input type="checkbox"/> Mental or physical disability	<input type="checkbox"/> Age
<input type="checkbox"/> Color	<input type="checkbox"/> Marital status	<input type="checkbox"/> Sexual orientation
<input type="checkbox"/> Religion	<input type="checkbox"/> Familial status	<input type="checkbox"/> Pregnancy
<input type="checkbox"/> Sex	<input type="checkbox"/> Economic status	<input type="checkbox"/> Discriminatory use of a Native American mascot
<input type="checkbox"/> National or ethnic origin	<input type="checkbox"/> Veterans' status	<input type="checkbox"/> Other _____
<input type="checkbox"/> Gender identity		

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

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

Suggested solution/resolution/outcome:

This complaint form should be mailed or submitted to the [principal].

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

Prospect School District 59

Code: GCBDA/GDBDA
Adopted: 1/14/2002; 3/08/10; 11/12/18; 11/14/2023

Family Medical Leave

When applicable, the district will comply with the provisions of the Family and Medical Leave Act (FMLA), the Oregon Family Leave Act (OFLA), the Oregon Military Family Leave Act (OMFLA), Paid Family Medical Leave Insurance (PFMLI) and other applicable provisions of state and federal law, Board policies and collective bargaining agreements regarding family medical leave.

In order for an employee to be eligible for the benefits under FMLA, the employee must have been employed by the district for at least 12 months, have worked at least 1,250 hours during the past 12-month period and worked at a worksite that employs 50 district employees within 75 miles of the worksite.

Generally, in order for an employee to be eligible for the benefits under OFLA, the employee must work an average of 25 hours or more per week during the 180 calendar days immediately prior to the first day of the start of the requested leave. For parental leave purposes, an employee becomes eligible upon completing at least 180 calendar days immediately preceding the date on which the parental leave begins: there is no minimum average number of hours worked per week. Special requirements apply during public health emergencies.

OMFLA applies to employees who work an average of at least 20 hours per week; there is no minimum number of days worked when determining an employee's eligibility for OMFLA.

PMFLI is generally available to district employees who have earned \$1,000 in subject wages or taxable income during the alternate or base years, contributed to the PMFLI fund in the alternate or base years and are otherwise eligible.

Federal and state leave entitlements generally run concurrently.

The designee will develop administrative regulations as necessary for the implementation of the provisions of both federal and state law.

END OF POLICY

(s):

[ORS 332.507](#)
[ORS 659A.090](#)
[ORS 659A.093](#)

[ORS 659A.096](#)
[ORS 659A.099](#)
[ORS 659A.150 - 659A.186](#)

[ORS 659B.010](#)
[OAR 839-009-0200 - 0320](#)

Legal Reference

Prospect School District 59

Code: GCBDF/GDBDF
Adopted: 1/14/2002; 3/08/10; 11/12/18; 11/14/2023

Paid Family Medical Leave Insurance

The district provides an equivalent plan for paid family and medical leave and does not participate in Paid Leave Oregon. This plan has been approved by the Employment Department. The district will file the Oregon Quarterly Tax Report as required.

The district will make available a notice poster that outlines the requirements and procedures for the equivalent plan. This poster will be displayed in each of the district's buildings or worksites in an area that is accessible to and regularly frequented by employees. This poster will be provided to remote employees upon hire or assignment to remote work.

END OF POLICY

Legal Reference(s):

[ORS 657B.210 – 657B.260](#)

[OAR 471-070-2200 - 2460](#)

Prospect School District 59

Code: IGBHD
Adopted: 6/26/1990, 9/10/18, 11/14/2023

Program Exemptions

The district may excuse students from a state-required program or learning activity for reasons of religion, disability or other reasons deemed appropriate by the district. Requests for excusal or accommodation must be in writing and must include the reasons for the request and a proposed alternative for an individualized learning activity which substitutes for the period of time exempt from the program and meets the goals of the learning activity or course being exempt. Requests may be filed by the student's parent or guardian, or by a student who is 18 years of age or older or who is an emancipated minor. Requests must be submitted to the principal.

The district will determine if credit will be granted for any alternative activity.

END OF POLICY

Legal Reference(s):

[ORS 336.035\(2\)](#)
[ORS 336.465](#)
[ORS 336.615](#)
[ORS 336.625](#)

[ORS 336.635](#)
[OAR 581-002-0035](#)
[OAR 581-021-0009](#)

[OAR 581-021-0071](#)
[OAR 581-022-2050](#)
[OAR 581-022-2110](#)
[OAR 581-022-2](#)

Prospect School District 59

Code: **JFCF-AR**

Revised/Reviewed: 3/12/01; 12/10/18; 11/14/2023

Hazing, Harassment, Intimidation, Bullying, Menacing, Cyberbullying, or Teen Dating Violence Reporting Procedures – Student

The Principal has responsibility for investigations concerning acts of hazing, harassment, intimidation or bullying, menacing, acts of cyberbullying, and incidents of teen dating violence. The investigators shall be a neutral party having had no involvement in the report presented.

All reports will be investigated in accordance with the following procedures:

Step 1 Any reports or information on acts of hazing, harassment, intimidation or bullying, menacing, acts of cyberbullying, or incidents of teen dating violence (e.g., complaints, rumors) shall be presented to the Principal. Reports against the principal shall be filed with the superintendent. Reports against the superintendent shall be filed with the Board chair. All such information will be reduced to writing and will include the specific nature of the offense and corresponding dates.

Step 2 The Principal receiving the report shall promptly investigate. Parents will be notified of the nature of any report involving their student. The Principal will arrange such meetings as may be necessary with all concerned parties within five working days after receipt of the information or report. The parties will have an opportunity to submit evidence and a list of witnesses. All findings related to the report will be reduced to writing. The Principal conducting the investigation shall notify the person making the report within 10 working days of receipt of the information or report, and parents as appropriate, in writing when the investigation is concluded and a decision regarding disciplinary action, as warranted, is determined.

A copy of the notification letter or the date and details of notification to the person making the report, together with any other documentation related to the incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent.

Step 3 If the person making the report is not satisfied with the decision at Step 2, they 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 person making the report and other affected parties as deemed necessary to discuss the appeal. The superintendent or designee shall provide a written decision to the appeal within 10 working days.

Step 4 If the person making the report is not satisfied with the decision at Step 3, a written appeal may be filed with 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 person making the report shall be given an opportunity to present the report. The Board shall provide a written decision to the person making the report within 30 working days of receipt of the appeal by the Board.

Reports against the superintendent should be referred to the Board chair on behalf of the Board. The Board chair shall present the report to the Board. 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 in open session what action, if any, is warranted. A final decision will be made within 30 days of receipt of the report.

Reports against the Board as a whole or against an individual Board member should be made to the Board chair on behalf of the Board. The Board chair shall present the report to the Board. 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 in open session what action, if any, is warranted. A final decision will be made within 30 days of receipt of the report.

Reports against the Board chair may be made directly to the district counsel or Board vice chair on behalf of the Board. The district counsel or Board vice chair shall present the report to the Board. 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 in open session what action, if any, is warranted. A final decision will be made within 30 days of receipt of the report.

Timelines may be extended upon written agreement between both parties. This also applies to reports filed against the superintendent or any Board member.

Direct complaints of discriminatory harassment 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 Second Ave., Room 3310, Seattle, WA 98174-1099.

Documentation related to the incident may be maintained as a part of the student's education records. Additionally, a copy of all reported acts of hazing, harassment, intimidation or bullying, menacing, or cyberbullying, or incidents of teen dating violence and documentation will be maintained as a confidential file in the district office.

Prospect School District 59

Code: JGE
Adopted: 1/14/19; 1/13/20; 11/14/2023

Expulsion

A principal, after reviewing available information, may recommend to the superintendent that a student be expelled. Expulsion of a student shall not extend beyond one calendar year.

A student may only be expelled for the following circumstances:

1. When a student's conduct poses a threat to the health or safety of students or employees;
2. When other strategies to change the student's conduct have been ineffective, except that expulsion may not be used to address truancy; or
3. When required by law.

The use of expulsion for discipline of a student in fifth grade or lower is limited to:

1. Nonaccidental conduct causing serious physical harm to a student or employee;
2. When a school administrator determines, based on the administrator's observations or upon a report from an employee, the student's conduct poses a threat to the health or safety of students or employees; or
3. When the expulsion is required by law.

The age of the student and the past pattern of behavior will be considered prior to imposing the expulsion.

No student may be expelled without a hearing unless the student's parents, or the student if 18 years of age, waive the right to a hearing, either in writing or by failure to appear at a scheduled hearing.

The Board delegates the authority to decide on an expulsion to the superintendent. The superintendent may designate another person to handle the potential expulsion, and the superintendent, a designee or another individual may act as the hearings officer. The district may contract with an individual who is not employed by the district to serve as the hearings officer. The hearings officer will not be associated with the initial actions of the building administrators. The hearings officer will conduct the hearing and make a final decision regarding the expulsion. A decision of the hearings officer may be appealed by the parent or the student if age 18 or over to the Board for review.

If the decision of the hearings officer is appealed to the Board for review, the findings as to the facts and The hearings officer decision will be submitted to the Board, and will be available identical form to the Board, the student and the student's parents at the same time. At a future meeting, the Board will review the hearings officer's decision and will affirm, modify or reverse the decision.

When a recommendation for an expulsion is made and a hearing is not waived, the following procedure is required:

1. Notice will be given to the student and the parent by personal service or by certified mail at least five days prior to the scheduled hearing. Notice shall include:
 - a. The specific charge or charges and the specific facts that support the charge or charges;
 - b. A statement of intent to consider the charges as reason of expulsion;
 - c. The student's right to a hearing;
 - d. When and where the hearing will take place;
 - e. The student may be represented by counsel or other persons.
2. If in case the parent or student does not understand the English language, the district will provide an interpreter during the hearing. All communications will be in a manner that is understandable to the parents and student;
3. The student shall be permitted to have representation present at the hearing to advise and to present arguments. The representation may be an attorney, parent or other person. The district's attorney may be present;
4. The student shall be afforded the right to present their version of the events underlying the expulsion recommendation and to introduce evidence by testimony, writings or other exhibits;
5. The student shall be permitted to be present and to hear the evidence presented by the district;
6. The hearings officer or the student may record the hearing;
7. Strict rules of evidence shall not apply to the proceedings. However, this shall not limit the hearings officer's control of the hearing;
8. A Board conducted hearing or a Board review of the hearings officer's decision will be conducted in executive session unless the student or the student's parent requests a public hearing. If an executive session is held by the Board or a private hearing held by the hearings officer, the following will not be made public:
 - a. The name of the minor student;
 - b. The issues involved, including a student's confidential records;
 - c. The discussion;
 - d. The vote of Board members, which may be taken in executive session when considering an expulsion.

Prior to expulsion for reasons other than a weapons violation, the district must notify the student and his parents of alternative programs of instruction combined with counseling and document this notification.

END OF POLICY

Legal Reference(s):

[ORS 192](#).660

[ORS 332](#).061

[ORS 336](#).615 - 336.665

[ORS 339](#).115

[ORS 339](#).240

[ORS 339](#).250

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

Prospect School District 59

Code: **KL**
Adopted: 2/8/16; 9/10/18; 11/12/19; 2/10/20, 11/14/23

Public Complaints

Board members recognize that complaints about schools may be voiced by employees, students, parents of students who attend a school in the district. and persons who reside in the district. When such complaints are made to a Board member, the Board member shall refer the person making the complaint to the superintendent or designee. A Board member shall not attempt to respond, review, handle or resolve such complaints as the individual board member has no authority to do so.

A complaint of retaliation against a student who in good faith reported information that the student believes is evidence of a violation of state or federal law, rule or regulation, should be made to the superintendent.

A person may initiate a complaint by discussing the matter with the administrator. That administrator shall attempt to resolve the complaint within 8 working days of initiation of the complaint with the administrator. If the complainant is dissatisfied, the complainant may file a written complaint with the superintendent within 10 working days of the decision from the administrator. The superintendent will attempt to resolve the complaint. If the complaint remains unresolved after 10 working days of receipt of the complaint by the superintendent, the complainant may appeal to the Board. A written complaint referred to the Board may be considered at the next regularly scheduled or special Board meeting. A final written decision regarding the complaint shall be made by the Board within 20 days from receipt of the complaint. The written decision of the Board will be final and will address each allegation in the complaint and reasons for the district's decision. If the Board chooses not to hear the complaint, the superintendent's decision is final. The Board may hold the hearing in executive session if the subject matter qualifies under Oregon law.

The timelines may be extended upon written agreement between the district the complainant.

The district may offer mediation or another alternative dispute resolution process as an option if all parties to the complaint agree in writing to participate in such mediation or resolution.

Complaints against the principal should be filed with the superintendent. The superintendent will attempt to resolve the complaint. If the complaint remains unresolved within 8 working days of receipt by the superintendent, the complainant may request to place the complaint on the Board agenda at the next regularly scheduled or special Board meeting. The Board may use executive session if the subject matter qualifies under Oregon law. The Board shall decide in open session what action, if any, is warranted. A final written decision regarding the complaint shall be issued by the Board within 30 days of receipt of the complaint. The written decision of the Board will address each allegation in the complaint and reasons for the district's decision.

Complaints against the superintendent should be referred to the Board chair on behalf of the Board. The Board chair shall present the complaint to the Board in a Board meeting. 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 may use executive session if the subject matter qualifies under Oregon law. The Board shall decide in open session what action, if any, is warranted. A final written decision regarding the complaint shall be issued by the Board within 30 days of receipt of the complaint. The written decision of the Board will address each allegation in the complaint and reasons for the district's decision.

Complaints against the Board as a whole or against an individual Board member should be referred to the Board chair on behalf of the Board. The Board chair shall present the complaint to the Board in a Board meeting. 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 shall decide in open session what action, if any, is warranted. A final written decision regarding the complaint shall be issued by the Board within 30 days of receipt of the complaint. The written decision of the Board will address each allegation in the complaint and reasons for the district's decision.

Complaints against the Board chair should be made directly to the Board vice chair on behalf of the Board. The Board vice chair shall present the complaint to the Board in a Board meeting. 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 shall decide in open session what action, if any, is warranted. A final written decision regarding the complaint shall be issued by the Board within 30 days of receipt of the complaint. The written decision of the Board will address each allegation in the complaint and reasons for the district's decision.

A complainant must file a complaint within the later of either time limit set below, in accordance with State law:

1. Within two years after the alleged violation or unlawful incident occurred or the complainant discovered the alleged violation or unlawful incident. For incidents that are continuing in nature, the time limitation must run from the date of the most recent incident; or
2. Within one year after the affected student has graduated from, moved away from or otherwise left the district.

The district's final decision for a complaint processed under this Board policy that alleges a violation of Oregon Administrative Rule (OAR) Chapter 581, Division 22 (Division 22 Standards), ORS 339.285 - 339.303 or OAR 581-021-0550 - 581-021-0570 (Restraint and Seclusion), or ORS 659.852 (Retaliation), will be issued in writing or electronic form. The final decision will address each allegation in the complaint and contain reasons for the district's decision. If the complainant is a student, parent or guardian of a student attending school in the district or a person that resides in the district, and the complaint is not resolved through the complaint process above, the complainant may file an appeal to the Deputy Superintendent of Public Instruction under OAR 581-002-0001 – 581-002-0023 [(See KL-AR(2) - Appeal to the Deputy Superintendent of Public Instruction)].

appeal and will submit such appeal to the [superintendent] [Board chair] on behalf of the district Board within [30] days of receipt of the decision from the public charter school board. A final decision reached by the district Board may be appealed to the Oregon Department of Education under OAR 581-002-0001 - 581-002-0023.]

END OF POLICY

Legal Reference(s):

[ORS 192.660](#)
[ORS 332.107](#)

[ORS 659.852](#)
[OAR 581](#)-002-0001 - 002-0005

[OAR 581](#)-022-2370

STATE OF OREGON GRANT AGREEMENT

“Student Success Act – Student Investment Account”

Grant No. 34469

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Education (“Agency”) and Prospect SD 59 (“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”). ORS 327.175 Student Investment Account (4) Moneys in the Student Investment Account are continuously appropriated to the Department of Education for the purposes of distributing grants under ORS 327.195.

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, 2023 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on September 30, 2024.

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

Cassie Medina
Office of Education Innovation & Improvement
255 Capitol St NE
Salem, OR 97310-0203
cassie.medina@ode.oregon.gov

4.2 Grantee's Grant Manager is:

Daye Stone
Prospect SD 59
160 Mill Creek Dr.
Prospect, OR 97536

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 in Exhibit A (the "Project"), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending on the expiration date set forth in Section 3 (the "Performance Period").

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$307,524.78 ("Grant Funds") for the Project. Agency will pay the Grant Funds from monies available in the Student Investment Account ("Funding Source"). A reduction in the monies in the Funding Source may result in a decrease in Grant Funds available to Agency.

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** Agency will only disburse Grant Funds to Grantee for activities completed or materials produced, that, if required by Exhibit A, are approved by Agency. If Agency determines any completed Project activities or materials produced are not acceptable and any deficiencies are the responsibility of Grantee, Agency will prepare a detailed written description of the deficiencies within 15 days of receipt of the materials or performance of the activity, and will deliver such notice to Grantee. Grantee must correct any deficiencies at no additional cost to Agency within 15 days. Grantee may resubmit a request for disbursement that includes evidence satisfactory to Agency demonstrating

deficiencies were corrected.

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 a District duly organized and validly existing;
- 8.1.2** Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) 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 or 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.600-628. 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 is 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)..
- 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. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

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: (i) termination of this Grant under Section 18.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (vi) 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.

19.9 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.

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: Philip Hofmann _____ 11/07/2023 _____
Contracting Officer Date

Prospect SD 59

By:  _____ 11/28/2023 _____
Authorized Signature Date
Printed Name Superintendent
Daye Stone Title
93-6000522
Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Jake Hogue _____ November 7, 2023, via email
Assistant Attorney General 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 Integrated Plan and are allowable uses of the Grant Funds under the Act.

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

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

"Disaggregated" has the meaning given in section 12(a) of the Act.

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

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

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

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

“Integrated Guidance” means the integration of the following six programs: High School Success (HSS), Student Investment Account (SIA), Continuous Improvement Planning (CIP), Career and Technical Education-Perkins V (CTE), Every Day Matters (EDM), and Early Indicators Intervention Systems (EIIS). Together operationally, the guidance creates opportunities to improve outcomes and learning conditions for students and educators. Working within existing state statutes and administrative rules, ODE developed a framework for success that meets the core purpose of each program while trying to create a stronger framework from which progress, long-term impact, and learning approach to monitoring and evaluation is a hallmark of high-performing educational systems.

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

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

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

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

“Progress Markers” means sets of indicators set forth in the Integrated 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 LPGTs.

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

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

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

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

SECTION III – PROJECT ACTIVITIES

Integrated Plan Implementation

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

At the start of the 2023-2024 School Year, Grantee must begin to implement its Integrated Plan.

Grantee 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

Administrative costs shall not exceed 5% or \$500,000, whichever is less, of Grantee’s total expenditures. Administrative costs may include (A) Ongoing community engagement; (B) costs associated with the administration of the grant.

Grantee must make satisfactory progress on Grantee’s Progress Markers and LPGT described in the Exhibit B.

Grantee must periodically review its progress toward meeting Grantee’s Progress Markers and LPGT described in Exhibit B..

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 October of 2023 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 performance period.

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 September 30 of each grant year, must be returned to Agency for deposit in the Student Investment Account.

Integrated Plan Performance Reporting

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

Beginning in October of 2023 and continuing each quarter thereafter, Grantee must submit a narrative Performance Progress Report detailing its Integrated 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. Reports include providing Progress Marker updates. The yearly report will be due no later than 60 days after the end of the performance period.

SIA Grant Monitoring

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

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

Before an on-site visit, the Agency will advise Grantee on how to prepare for the monitoring visit and financial reconciliation, the format for the visit, and which Grantee organizational leaders, staff or others should be involved in the visit. Once a date and time are confirmed, the Grantee should send a

notification to its organizational leaders, staff, students and community partners who are expected to participate; identify a meeting location and prepare all necessary monitoring documents and data.

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

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:

Disbursement Date	Quarterly Amount
July 1	25% of funds allocated
October 1	25% of funds allocated
January 1	25% of funds allocated
April 1	25% of funds allocated

If this Grant is not fully executed by July 1, annually, the 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. While we encourage grantees to draw funds down following the schedule noted above, 100% of funds must be drawn down by June 30th, each year.

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

October 31

January 31

April 30

November 30 (Annual Report)

Grantee shall provide to Agency the minutes from the board meeting demonstrating that Grantee's Financial Audit was presented at an open meeting with the opportunity for public comment (not a consent agenda item). These board minutes must be submitted alongside the Second Quarterly Report.

Grantee shall provide to Agency the minutes from the board meeting demonstrating that Grantee's Annual Report was presented at an open meeting with the opportunity for public comment (not a consent agenda item). These board minutes must be submitted alongside the Annual Report.

Grantee must post its Annual Report to Grantee's webpage.

EXHIBIT B
COMMON AND CUSTOMIZED PERFORMANCE FRAMEWORK
PROSPECT SD 59

SECTION I - PROGRESS MARKERS FOR 2023-2025 BIENNIAL

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. Grantees will provide updates toward these Progress Markers through the quarterly/annual reports. 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. "Start to See: Early Signs of Progress"** Based on your investments and activities, what changes or contributions are you noticing? What practices are improving?
- B. "Gaining Traction: Intermediate Changes"** Based on your investments and activities, are you seeing any of these impacts?
- C. "Profound Progress: Substantial and Significant Changes"** Based on your investments and activities, are any of these more transformational changes noticeable?

A. Start to See: Early Signs of Progress

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

B. Gaining Traction: Intermediate Changes

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

C. Profound Progress: Substantial and Significant Changes

11	Schools strengthen partnerships with active community organizations and partners, including local public health, mental health, colleges, workforce development boards, employers, labor partners, faith communities, Tribal nations, and other education partners in order to collaboratively support students' growth and well-being. Characteristics of strong partnerships include mutual trust and respect, strengths-based and collaborative approaches, clear communication around roles, and shared responsibilities and decision-making power.
12	Financial stewardship reflects high-quality spending with accurate and transparent use of state and federal funds in relationship to a comprehensive needs assessment, disaggregated data, and the priorities expressed by students, families, communities, business, and Tribal partners in resource allocation and review.
13	Students and educators experience a well-rounded and balanced use of assessment systems that help them identify student learning in the areas of the Oregon State Standards. Educators understand how to assess emerging multilingual students' assets to inform gauging progress.
14	Policies, practices, and learning communities address systemic barriers. Schools and districts have a process to identify, analyze, and address barriers that disconnect students from their educational goals, impact student engagement or attendance, and/or impede students from graduating on-time or transitioning to

	their next steps after high school. Staff members are consistently engaging in action research, guided by student's strengths and interests, to improve their practice and advance professional learning.
15	Schools create places and learning conditions where every student, family, educator and staff member is welcomed, where their culture and assets are valued and supported, and where their voices are integral to decision making. Instruction is monitored and adjusted to advance and deepen individual learners' knowledge and understanding of the curriculum. Educators are empowered with agency and creativity. Communities are alive with visions, stories, and systems of vitality, wholeness, and sustainability.

SECTION II – FINALIZED CO-DEVELOPED LPGTS

The Longitudinal Performance Growth Targets (LPGTs) include baseline, stretch, and gap-closing targets for each of the common metrics. These targets center focal student groups while supporting public transparency and learning. Progress toward meeting these Longitudinal Performance Growth Targets will be included in the Annual Report. While all three types of targets are named in the Grant Agreement, ODE will review and consider when or if intervention is needed using only the Baseline and Gap-Closing Targets

Target Type	2023-24	2024-25	2025-26	2026-27	2027-28
Four Year Cohort Graduation					
Baseline Target: All Students	60.10%	63.80%	67.50%	71.30%	75.00%
Stretch Target: All Students	61.40%	65.80%	70.50%	75.30%	80.00%
Gap-Closing Target: All Focal Group Students	60.10%	63.80%	67.50%	71.30%	75.00%
Five Year Cohort Completion					
Baseline Target: All Students	53.00%	56.00%	59.00%	62.00%	71.30%
Stretch Target: All Students	56.00%	62.00%	68.00%	74.00%	80.00%
Gap-Closing Target: All Focal Group Students	53.00%	56.00%	59.00%	62.00%	71.30%

9th Grade on-Track					
Baseline Target: All Students	82.00%	84.00%	86.00%	88.00%	90.00%
Stretch Target: All Students	84.00%	88.00%	92.00%	>95.00%	>95.00%
Gap-Closing Target: All Focal Group Students					
3rd Grade ELA Proficiency					
Baseline Target: All Students	31.80%	33.60%	35.40%	37.20%	39.00%
Stretch Target: All Students	33.00%	36.00%	39.00%	42.00%	45.00%
Gap-Closing Target: All Focal Group Students					
Regular Attenders					
Baseline Target: All Students	49.60%	51.00%	52.40%	53.80%	55.20%
Stretch Target: All Students	50.20%	52.20%	54.20%	56.20%	58.20%
Gap-Closing Target: All Focal Group Students	49.60%	51.00%	52.40%	53.80%	55.20%

SECTION III – APPROVED LOCAL OPTIONAL METRICS (IF APPLICABLE)

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

	2023-24	2024-25	2025-26	2026-27	2027-28
Local Optional Metrics					
Baseline Target: All Students					
Stretch Target: All Students					
Gap-Closing Target: All Focal Group Students					

EXHIBIT C INSURANCE

INSURANCE REQUIREMENTS

Grantee/Recipient shall obtain at Grantee/Recipient's expense the insurance specified in this Exhibit C prior to performing under this Contract. Grantee/Recipient shall maintain such insurance in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Grantee/Recipient 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. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Grantee/Recipient shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Grantee/Recipient maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Grantee/Recipient.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Grantee/Recipient, 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/Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Grantee/Recipient is a subject employer, as defined in ORS 656.023, Grantee/Recipient shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident.

If Grantee/Recipient is an employer subject to any other state's workers' compensation law, Contactor 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.

As applicable, Grantee/Recipient/Recipient shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY

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

AUTOMOBILE LIABILITY INSURANCE

Required Not required

Grantee/Recipient shall provide Automobile Liability Insurance covering Grantee/Recipient'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 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.

PROFESSIONAL LIABILITY

Required **Not required**

Grantee/Recipient shall provide Professional Liability covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Grantee/Recipient and Grantee/Recipient's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim and not less than \$2,000,000 annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Grantee/Recipient shall provide Continuous Claims Made coverage as stated below.

EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and umbrella or excess policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The umbrella or excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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.

ADDITIONAL INSURED

All liability insurance, except for Workers' Compensation, Professional Liability, Pollution Liability and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Grantee/Recipient's activities to be performed under this contract. Coverage shall be primary and non-contributory with any other activities to be performed under this Grant.

Regarding Additional Insured status under the General Liability policy, we require additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee/Recipient's activities to be performed under this Contract. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

WAIVER OF SUBROGATION

Grantee waives, and must require its first tier contractors and subgrantees waive, rights of subrogation which Grantee, Grantee's first tier contractors and subgrantees, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain, and require its first tier contractors and subgrantees to 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).

CONTINUOUS CLAIMS MADE COVERAGE

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Grantee/Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant Agreement, for a minimum of 24 months following the later of:

1. Grantee/Recipient's completion and Agency's acceptance of all Services required under the Contract, or
2. Agency or Grantee/Recipient termination of this Contract, or
3. The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE

Grantee/Recipient shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. 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 Contract. 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 Contract.

NOTICE OF CHANGE OR CANCELLATION

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

STATE ACCEPTANCE

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee/Recipient 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 Not required

Grantee/Recipient shall provide **Directors, Officers and Organization** insurance covering the Grantee/Recipient'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 grant funds and donor contributions which includes state or federal funds - with a combined single limit of not less than \$1,000,000 per claim.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:

Required **Not required**

Grantee/Recipient shall provide Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State covering damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Grantee/Recipient is responsible including but not limited to Grantee/Recipient and Grantee/Recipient's employees and volunteers. Policy endorsement's definition of an insured shall include the Grantee/Recipient, and the Grantee/Recipient's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and not less than \$3,000,000 annual aggregate. 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.

Archery and Trap Adviser Stipends
23-24 School Year
Memorandum of Agreement

This Memorandum of Agreement (MOA) is between the Prospect School District No. 59 (District), the Prospect Education Association (PEA), and the Southern Oregon Bargaining Council (SOBC).

The PEA and the District agree to add the following Advisory positions for the 2023-2024 school year to the Collective Bargaining Agreement (CBA), Appendix C, Extra Duty Schedule 2023-2024 Advisory Positions:

1. Archery Club Adviser - \$1,000
2. Trap Club Adviser - \$1,000

The PEA and the District agree these positions will be added to the Extra Duty Schedule through the bargaining process to the next Collective Bargaining Agreement.

The District and PEA agree:

1. All other provisions of the CBA not altered by this MOA remain in effect.
2. This MOA expires June 30, 2024.

Prospect School Board Chair

Date

Southern Oregon Bargaining Council Chair

Date

Prospect Education Association President

Date



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

Election - OSBA 2023 - Southern Region (05)

2023 OSBA Election

* 1. Board of Directors Position 5

Vote

No election this year for Board of Directors Position 5

* 2. LPC Position 5 (Vote for one)

- Sara Crawford, Phoenix-Talent 4
- Abstain
- No action taken

* 3. Resolution 1 - Creates the Oregon Rural School Board Members Caucus and designate a seat on the OSBA Board of Directors and Legislative Policy Committee

- Yes - adopt
- No - do not adopt
- Abstain
- No action taken

* 4. Resolution 2 - Adopts the proposed amendments to the OSBA Bylaws

- Yes - adopt
- No - do not adopt
- Abstain
- No action taken

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

*** 6. Type the meeting date when the board officially made this vote.**

*** 7. Type your name and title.**

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

Done

Powered by



See how easy it is to [create a survey](#).

[Privacy & Cookie Notice](#)

OSBA Legislative Policy Committee

CANDIDATE QUESTIONNAIRE

Name: Sara Crawford

Date: 9/26/23

Address: PO Box 243 221 W Bolz Unit B

City/Zip: Phoenix, 97535

Business phone: _____

Residence phone: _____

Cell phone: 541-690-5563

E-mail: sara.crawford@phoenix.12.or.us

District/ESD/CC: Phoenix-Talent

Term expires: 2025 Years on board: 7

Region: Southern

Position #: 5

I certify that if elected I will faithfully serve as a member of the OSBA Legislative Policy Committee. My nomination form has been submitted to OSBA (or is attached to this document) as evidence.

Sara Crawford Digitally signed by Sara Crawford
Date: 2023.09.26 17:35:20 -07'00'

09/26/23

Name _____

Date _____

Be brief; please limit your responses to 50 words per question.

1. What do you want to accomplish by serving on the Legislative Policy Committee (LPC)?

Elevating the voice of student needs in Southern Oregon with a focus on being good stewards of our resources and time.

2. What leadership skills do you bring to the LPC? Give an example of a situation in which you demonstrated these skills.

Listening, trying to understand from a different perspective, not just my own. This year I submitted written testimony on HB 2753, Board Stipends, from the perspective of smaller, rural schools and the impact to their general budget. I know this is on hold for now, but I was ~~pleased that there were changes made to provide options for individual board members to~~

3. What do you see as the two most challenging legislative issues faced by OSBA?

Policies that are not a one-size fits all, balanced advocacy for all students, including those in small or rural districts.

4. What do you see as the two most challenging legislative issues faced by your region?

The funding cliff and all the 'extras' being added to the school day that impact the time getting s

5. What is your plan for communicating with boards in your region about legislative issues?

Continuing weekly emails during legislative session, sharing opportunities for testimony and engagement with our local elected leaders.

Email to OSBAelections@osba.org, or mail to: Oregon School Boards Association, 1201 Court St NE, #400, Salem, OR 97301

Deadline: September 29, 2023, 5 p.m.

Materials submitted by the candidate on this form may be subject to a public information request under ORS Chapter 192.

Insert your high-resolution digital photo (head shot):

- 1) Open this doc in Adobe
- 2) Click on Tools tab
- 3) Click Edit PDF
- 4) Click on Add Image
- 5) Navigate to where photo is
- 6) Position photo in this frame

OSBA Legislative Policy Committee

CANDIDATE PERSONAL/PROFESSIONAL RESUME

Work or service performed for OSBA or local district (include committee name and if you were chair):

Phoenix-Talent School Board Member 2016-current
Southern Region OSBA LPC representative 2021-current
Phoenix-Talent Bond Committee 2016-2018

Other education board positions held/dates:

n/a

Occupation (Include at least the past five years):

Employers: Dates:
Micro-Trains Line Company 2008-current

Schools attended (Include official name of school, where and when):

High school: Webberville High School, Webberville, MI 1986-1990

College: n/a

Degrees earned: High School Diploma

Education honors and/or awards:

n/a

Other applicable training or education:

Capital Area Career Center--Legal Secretary

Activities, other state and local community services:

Ford Family Foundation Community Leadership Initiative 2014-2015
Boy Scouts of America 15 years

Hobbies/special interests:

Volunteering wherever needed

Business/professional/civic group memberships; offices held and dates:

n/a

Additional comments:

Email to OSBAelections@osba.org, or mail to: Oregon School Boards Association, 1201 Court St NE, #400, Salem, OR 97301
Deadline: September 29, 2023, 5 p.m.

Materials submitted by the candidate on this form may be subject to a public information request under ORS Chapter 192.



Resolution

Resolution to Amend Oregon School Boards Association's Bylaws Relating to Composition of the Board of Directors

WHEREAS, the Oregon School Boards Association (OSBA) was formed in 1946 as a volunteer association of locally elected public school boards and transitioned to a nonprofit corporation under Oregon Revised Statute Chapter 65 as of July 1, 2018; and

WHEREAS, the Oregon Rural School Board Advisory Committee has been active and publicly supported by OSBA's Board of Directors since April 22, 2022; and has developed a mission statement and goals; and has established bylaws; and

WHEREAS, the Advisory Committee is ready to elect officers and their Rural Leadership Assembly; and

WHEREAS, the Advisory Committee has articulated its mission as follows: "To build collaborative relationships and promote quality education for all students with emphasis on the unique needs of school boards and students in rural communities."

WHEREAS, OSBA's Board of Directors recognizes the importance of the Advisory Committee's value and mission; and

WHEREAS, the Advisory Committee has respectfully requested that the Board of Directors submit a resolution to the membership creating the Oregon Rural School Board Members Caucus and designate a seat on the OSBA Board of Directors and Legislative Policy Committee.

THEREFORE, BE IT RESOLVED by the OSBA Board of Directors that the proposed bylaws amendment designating a Caucus representative as a voting member of the OSBA Board of Directors and Legislative Policy Committee be submitted to the membership for consideration during the 2023 OSBA election; and

BE IT FURTHER RESOLVED that the bylaws with the proposed amendments and a copy of this resolution be forwarded to all association member boards in accordance with OSBA's adopted elections calendar.

Submitted by: OSBA Board of Directors

BYLAWS

OREGON RURAL SCHOOL BOARD MEMBERS CAUCUS

OF THE

OREGON SCHOOL BOARDS ASSOCIATION

DRB

TABLE OF CONTENTS

		Page
ARTICLE 1	CHARTER	1
ARTICLE 2	MISSION AND GOALS:	1
2.1	Mission	1
2.2	Goals	1
ARTICLE 3	MEMBERSHIP	2
3.1	Qualification	2
3.2	Members	2
3.3	Attendees	2
3.4	Membership List	2
ARTICLE 4	BUDGET	2
ARTICLE 5	MEETINGS	2
5.1	Annual Meetings	2
5.2	Regular and Special Meetings	2
5.3	Notice	3
5.4	Quorum	3
5.5	Organization	3
5.6	Records	3
5.7	OSBA Staff Liaison	3
ARTICLE 6	CAUCUS LEADERSHIP COUNCIL	3
6.1	Composition	3
6.2	Term	3
6.3	Nomination and Election	3
6.4	Designations	3
6.5	Resignation	4
6.6	Vacancies	4
6.7	Removal	4
ARTICLE 7	EXECUTIVE COMMITTEE	4
7.1	Composition	4
7.2	Responsibilities	4
7.3	Ratification	5
7.4	Administration	5
ARTICLE 8	COMMITTEES	5
ARTICLE 9	SEAT ON THE OSBA'S BOARD OF DIRECTORS	5
ARTICLE 10	GENERAL PROVISIONS	5
10.1	Amendment of Charter	5

ARTICLE 1

CHARTER

The Oregon School Boards Association (the "OSBA") exists solely to perform essential governmental functions and all of its income must accrue to the State of Oregon or its political subdivisions as required under IRC Section 115. OSBA's mission is to improve student success and education equity through advocacy, leadership and service to Oregon public school boards.

OSBA is aware and acknowledges that diversity is a core value of OSBA. OSBA ~~desires to identify areas of concern and causation, convene a caucus of stakeholders, and create a plan to better promote and support the success of rural students.~~

To this end, The OSBA Board of Directors has formally recognized the ~~Oregon Rural School Board Members Caucus~~ (the "Caucus") to serve as a resource and provide guidance and leadership for these initiatives to the OSBA Board of Directors

The activities of the Caucus shall align with OSBA bylaws ~~as well as complement, not duplicate, OSBA's efforts on behalf of all local governing boards.~~

ARTICLE 2

NAME, MISSION AND GOALS:

2.1 Name: This organization shall be known as the Oregon Rural School Board Members Caucus of the Oregon School Boards Association (OSBA).

2.2 Mission: **To build collaborative relationships and promote quality education for all students with emphasis on the unique needs of school boards and students in rural communities.**

2.3 Goals:

2.2.1 To elevate the voice of rural school districts and recognize their unique needs.

2.2.2 To build and maintain collaborative relationships between OSBA and rural school boards.

2.2.3 To develop, promote, and advance legislation supporting rural schools and understand the impact of statewide legislation to each rural community and district.

2.2.4 To build collaborative relationships and promote quality education for all students with emphasis on the unique needs of school boards and students in rural communities.

2.2.5 To support school boards in rural communities by prioritizing professional development of rural board members and bringing training and other resources to rural areas.

ARTICLE 3

MEMBERSHIP

3.1 Qualification. All members must support the purposes and goals of the Caucus as set forth in Article 2.

3.2 Members. The Caucus members may include any elected or appointed member of any public board of education in Oregon who are active members in good standing with the Oregon School Boards Association *and serve a school district with a population density of less than 200 people per square mile and/or total school district population less than 20,000 people.* All board members of Oregon Education Service Districts are eligible to participate in the Rural Caucus. If a school board member or district does not meet the aforementioned qualification but feels they are indeed a rural district, an appeal process will be available as outlined in policy. Caucus members may participate in all discussions, vote, and serve as an officer of the Caucus. Members must attend the meeting in person (or virtually) to vote. *Voting by proxy shall not be permitted.*

3.3 Attendees. The Caucus may, in its discretion, invite to participate in any meeting or event any other individuals who support the purpose and goals of the Caucus as set forth in Article 2.

3.4 Membership List. The Membership list shall be maintained by the Secretary/Treasurer.

ARTICLE 4

BUDGET

4.1 Budget. The Caucus shall submit an annual budget request as outlined under the OSBA budget process, including approval by the OSBA Board of Directors. The request shall set forth the areas of concern, recommended actions, and annual goals.

ARTICLE 5

MEETINGS

5.1 Annual Meetings. An annual meeting of the Caucus shall be in conjunction with the OSBA Annual Convention at which time the Caucus shall elect officers and shall conduct other business as may properly be brought before the meeting of the Caucus.

5.2 Regular and Special Meetings.

5.2.1 Regular Meetings. The Caucus shall meet as often as required to achieve the goals outlined in its annual Work Plan. These meetings shall be scheduled for the year at the Annual Meeting.

5.2.2 Special Meetings. Special meetings of the members for any purpose may be called, either in writing or by e-mail, by the President or by a majority of the Executive Committee. Such a request shall state the purpose or purposes of the proposed meeting.

5.2.3 Place of Meetings. Regular and special meetings of the Caucus shall be held at any location (or virtually) within Oregon as designated by the President or the Executive Committee.

5.3 Notice.

5.3.1 Notice and agenda of every annual meeting, regular or special meeting of members, stating the time and place thereof, shall be posted to the OSBA website, no less than 14 days prior to such meeting.

5.4 **Quorum.** Except as otherwise provided by law, the presence at any meeting of a majority of the Executive Committee shall constitute a quorum.

5.5 **Organization.** The President may determine *in their sole* discretion whether any meeting of the Caucus shall be held in accordance with Robert's Rules of Order.

5.6 **Records.** The President shall see that all correspondence, minutes, agendas, and charter be sent to and kept on file with OSBA. Minutes from each meeting shall be posted to the OSBA website.

5.7 **OSBA Staff Liaison.** The Executive Director of OSBA shall designate a staff member to serve as a liaison representative to the Caucus. The designee shall not have voting rights.

ARTICLE 6

Rural Leadership Assembly

6.1 **Composition.** The Rural Leadership Assembly of the Caucus shall consist of 9 members, and shall include *one representative from each OSBA district with 10 or more districts defined as rural (Regions 1, 2, 4, 6, 9, and 14), plus 3 at-Large members.* The executive committee (President, Vice-President, Secretary/Treasurer) shall be elected from the body of the Rural Leadership Assembly by the members of the Rural School Board Members Caucus.

6.2 **Terms.** The Rural Leadership Assembly members shall each serve two-year terms. The President, Vice-President & Secretary/Treasurer shall each serve a one-year term. The President, Vice-President, Secretary Treasurer, **Regional Members, and Members-at-Large may serve any number of consecutive terms.** Each officer shall hold office until the term has expired or until a successor has been duly elected and qualified for the position, or until the officer can no longer hold the position because they no longer qualify to be a member of the Caucus as defined in Article 3 above, or because of removal or death.

6.3 Nomination and Election

6.3.1 **Nomination.** Rural Leadership Assembly members may be nominated by either (a) the nominating committee, or (b) a caucus member at the annual meeting.

6.3.2 **Election.** The members shall elect the Leadership Council by majority vote at the annual meeting. Positions 1, 4, 9, and at large #1 shall be elected in even numbered years, and positions 2, 6, 14, at large #2 and at large #3 shall be elected in odd numbered years.

6.4 Designations

6.4.1 **President.** The President shall preside at all meetings of the Caucus and the Executive Committee. The President shall appoint all standing and special committees and shall be an ex officio member of all committees, except the nominating committee, with voting power. The President shall sign all official reports of the Caucus.

6.4.2 **Vice President.** The Vice President shall have such duties as from time-to-time may be assigned by the Executive Committee, and in the absence of the President, the Vice-President shall have and perform all the powers and duties of the President.

6.4.3 **Secretary/Treasurer.** The Secretary/Treasurer shall keep the minutes and records and shall see that all notices are duly given in accordance with the provisions of law and this Charter, and such other duties as from time-to-time may be assigned by the Executive Committee. The Secretary/Treasurer shall maintain a roster of the current membership. The Secretary/Treasurer shall have the responsibility for receiving and disbursing all funds related to the Caucus in coordination with the OSBA liaison. The Secretary/Treasurer shall report regularly to the Executive Committee, shall prepare a written yearly financial report to be distributed to the members at each annual meeting, and shall perform other duties assigned by the Executive Committee.

6.5 Resignation. A Leadership Assembly member may resign by filing a written resignation with the President or Secretary/Treasurer of the Caucus or the President of OSBA.

6.6 Vacancies. Any vacancy in any office may be appointed for the unexpired portion of the term by a majority of the Leadership Assembly at the next regular or special meeting.

6.7 Removal. Any member of the Leadership Assembly who misses more than two meetings out of any four consecutive meetings, *unless they are excused by the Executive Committee for a valid reason, may have their position vacated by action of the Leadership Assembly.*

ARTICLE 7

EXECUTIVE COMMITTEE

7.1 Composition. There shall be an Executive Committee made up of the President, Vice-President, and Secretary/Treasurer.

7.2 Responsibilities. *The Executive Committee shall have the following responsibilities and powers:*

- (a) *To respond to any inquiry or question from OSBA.*
- (b) *To act on behalf of the Caucus when deemed necessary by the President.*
- (c) *To review plans and programs to be presented to the Caucus at its meetings.*
- (d) *To give direction to the OSBA liaison on legislative action to come before the state legislature on which there is no formal Caucus policy or resolution.*

(e) Members of the Executive committee will be elected from the Rural Leadership Assembly.

7.3 Ratification. Any actions by the President shall be reported to the Executive Committee as soon as the action has taken place. All actions of the Executive Committee shall be subject to ratification by the Caucus at the next meeting of the members.

7.4 Administration. The Executive Committee shall keep regular minutes of its proceedings and all actions by the Executive Committee shall be reported promptly to the membership. Such actions shall be subject to review by the membership, provided that no rights of third parties shall be affected by such review.

ARTICLE 8

COMMITTEES

The President may establish committees of 2 or more members to serve at the discretion of the President. These committees would consist of such persons and perform such duties as the President designates from time to time; provided, however, that the committees may not act on behalf of the Caucus but may make recommendations to the Caucus for approval. The Chair of any such committee shall be a member of the Leadership Assembly.

ARTICLE 9

SEAT ON THE OSBA'S BOARD OF DIRECTORS AND LEGISLATIVE POLICY COMMITTEE

9.1 The Caucus shall appoint one officer from the Rural Leadership Assembly to serve as liaison to the OSBA Board of Directors and to be a voting member of the OSBA Board of Directors for a two year term. That liaison shall hold all of the rights and responsibilities of a member of the OSBA Board of Directors.

9.2 The Caucus shall appoint one member from the Rural Leadership Assembly to serve on the Legislative Policy Committee for a term of two years.

ARTICLE 10

GENERAL PROVISIONS

10.1 Amendment of Bylaws

10.1.1 Bylaws may be altered, amended, or replaced by a majority vote of the members of the Caucus who are present and voting at the annual meeting.

10.1.2 Notice of proposed bylaws changes shall be in the annual meeting agenda and sent to all members 15 days prior to the annual meeting.

10.1.3 Omissions from this Charter shall be governed by Robert's Rules of Order, when they do not conflict with the Charter.

The foregoing charter was adopted by the active membership of the OSBA Rural Caucus on
(_____) month (_____) date (_____) year.



Resolution

Resolution to Amend the OSBA's 2018 Bylaws

WHEREAS, the Oregon School Boards Association (OSBA) was formed in 1946 as a volunteer association of locally elected public school boards; and

WHEREAS, in 2017, through a vote of the Membership, OSBA was incorporated under ORS Chapter 65 to nonprofit status and Bylaws replaced the Constitution.

WHEREAS, in 2018, through a vote of the Membership, the Bylaws were amended to expand the OSBA Board of Directors and the Legislative Policy Committee with representatives from the School Board Members of Color Caucus.

WHEREAS, The Bylaws have not been amended since 2018, the OSBA Board of Directors determined, based on its review of the proposed changes, that it was in the membership's best interest to amend the Bylaws; and

WHEREAS, the following only reflects a high-level overview of the proposed changes, all changes are reflected in the proposed bylaws.

- Clarification of the Membership voting process for both resolutions and bylaw amendments.
- Clarification of an exception to the term limits for the OSBA director serving as immediate past president.
- Clarification of the definition of a quorum for the OSBA Board of Directors.
- Combining the Finance and Budget Committees and outline the terms of the members.
- Adding a Rural School Boards Caucus representative to the Board of Directors and the Legislative Policy Committee (LPC).
- Adding language to reflect the School Board Members of Color Caucus representation on the LPC, which was inadvertently omitted during the 2018 amendment.
- Adding information regarding the PACE Board of Trustees under the Committees and Caucus section of the Bylaws.
- Adding language stating caucuses must comply with OSBA policies/guidelines and adding language to establish the Rural caucus.
- Edits to grammar, punctuation, and language for readability.

WHEREAS, after reviewing the recommended OSBA Bylaws as proposed by staff and legal counsel, the OSBA Board of Directors supports the recommendation to amend the Bylaws:

THEREFORE, BE IT RESOLVED by the OSBA Board of Directors that the proposed Bylaws be submitted to the membership for consideration during the 2023 OSBA election; and

BE IT FURTHER RESOLVED that the proposed Bylaws 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.

Submitted by: OSBA Board of Directors



BYLAWS

As Amended by the Membership: December 2018

Suggested Revisions: September 23, 2023

TABLE OF CONTENTS

	Page
SECTION 1 PURPOSE.....	1
SECTION 2 MEMBERS	2
2.1 Admission	2
2.2 Dues	2
2.3 Reserved Powers of the Members	2
2.4 Voting Power	2
2.5 Process of Approval of Member Resolutions	3
2.6 Regional Election of Directors and LPC Members	3
2.7 Modification of Regions.....	4
2.8 Annual Meetings.....	4
2.9 Special Meetings.....	4
2.10 Telephonic/Video Meetings	5
2.11 Place of Meetings	5
2.12 Action by Written Ballot	5
2.13 <u>Quorum</u> Unanimous Written Consent.....	5
2.14 <u>Quorum and Voting</u>	5
SECTION 3 DIRECTORS.....	5
3.1 Powers.....	5
3.2 Qualifications.....	5
3.3 Number.....	6
3.4 Term.....	6
3.5 Composition.....	6
3.6 Vacancies	7
3.7 Resignation	8
3.8 Removal.....	8
3.9 Meetings.....	8
3.10 Notice of Meetings	8
3.11 Waiver of Notice.....	8
3.12 <u>Quorum and Voting</u>	8
3.13 <u>Voting</u>	8
3.14 <u>Presumption of Assent</u>	8

TABLE OF CONTENTS

(continued)

	Page
<u>3.1415</u> Compensation.....	9
<u>3.1516</u> Director Conflict of Interest.....	9
SECTION 4 COMMITTEES AND CAUCUSES.....	9
4.1 Standing Committees	9
4.2 Other Board Committees.....	10
4.3 Advisory Committees.....	11
4.4 Caucuses	11
4.5 Administration	11
SECTION 5 OFFICERS OF THE BOARD OF DIRECTORS.....	11
5.1 Appointment.....	11
5.2 Designation.....	11
5.3 <u>Eligibility.....</u>	<u>12</u>
5.4 <u>Compensation and Term of Office.....</u>	<u>11</u> <u>12</u>
5.45 Removal and Resignation	11
5.56 Officers.....	12
SECTION 6 NONDISCRIMINATION	13
SECTION 7 GENERAL PROVISIONS	13
7.1 Amendment of Bylaws.....	13
7.2 Inspection of Books and Records.....	13
7.3 Checks, Drafts, Etc.....	13
7.4 Deposits.....	13
7.5 Loans or Guarantees.....	13
7.6 Execution of Documents.....	13
7.7 Insurance	14
7.8 Fiscal Year.....	14
7.9 Severability	14

SECTION 1 PURPOSE

A. The Oregon School Boards Association (the "Association") exists solely to perform essential governmental functions and all of its income accrues to the State of Oregon or its political subdivisions as required under IRC Section 115. In particular, the Association's mission and purpose are as follows:

B.A. To work for the general advancement and improvement of the education of all public school children of the State of Oregon.

C.B. To gather and disseminate information pertinent to the successful operation of public schools.

D.C. To work for the most efficient and effective organization of public schools of this state. "Public schools" include local school districts, education service districts, the State Board of Education and community colleges classified as a political subdivision.

E.D. To work for adequate and dependable financial support for the public schools of this state.

F.E. To study all legislation which affects the public schools of Oregon and to support and work for that which appears to be desirable and to keep members informed thereof. To propose and work for the enactment of proper educational legislation.

G.F. To encourage the establishment and maintenance of best practices and high standards in the conduct and operation of the public school educational system.

H.G. To study and interpret educational programs and to relate them to the needs of pupils.

I.H. To promote public understanding of the role of school boards and school board members in the improvement of education.

J.I. To conduct seminars, conferences, and research projects in the various aspects of education for the benefit of members.

K.I. To endeavor to implement the policies, beliefs and resolutions of the Association members and board of directors.

L.K. To do such other things as the member boards or board of directors may deem appropriate for the accomplishment of these and other purposes which tend to improve public education.

M.L. To enter into such cooperative agreement with members for the pooling of resources and the provision of services as may result in the more efficient utilization of district resources and accrue to their financial advantage.

SECTION 2 MEMBERS

2.1 Admission. All members must qualify as (1) a "political subdivision" as defined under Treas Reg § 1.103-1(b) and Revenue Ruling 78-276, 1978-2 CB 256 and (2) as one of the following:

2.1.1 Local School District as defined under ORS Chapter 332;

- 2.1.2** Education Service District as defined under ORS Chapter 334;
- 2.1.3** Community College District as defined under ORS Chapter 341;
- 2.1.4** State Board of Education as defined under ORS Chapter 326; and
- 2.1.5** Any other governmental educational organization qualifying as a political subdivision, as approved by resolution of the board of directors.

2.2 Dues. Annual dues shall be set by majority vote of the members and shall be based on resident Average Daily Membership (ADM_r) as of December 31 of the preceding year as reported to the Oregon Department of Education. Dues shall be payable on July 1 of each year and shall become delinquent on September 1 of each year. Member status shall automatically terminate for members failing to pay dues by September 1 unless an extension is requested and granted by the board of directors.

2.3 Reserved Powers of the Members. The following corporate actions require the consent and approval of the members:

- 2.3.1** Election and removal of directors;
- 2.3.2** Election and removal of the Legislative Policy Committee ("LPC") members;
- 2.3.3** Approval of resolutions to effectuate any of the following:
 - (a) Adoption, amendment, or restatement of the articles of incorporation or bylaws;
 - (b) Modification to the region descriptions set forth in Section 2.6.1; and the
 - (c) Dissolution, merger, or the sale, pledge, or transfer of all or substantially all of the Association's assets.

2.4 Voting Power.

2.4.1 Election of Directors and LPC Members. For the purposes of nominating and electing directors and LPC members, each member shall have one vote.

2.4.2 Resolution. For the purposes of approving a resolution, each member shall have one vote on all resolutions except as follows:

- (a) K-12 Local Districts with an ADM_r between 15,600 and 23,400 shall have two votes.
- (b) K-12 Local Districts with an ADM_r between 23,400.1 and 31,200 shall have three votes.
- (c) K-12 Local Districts with an ADM_r between 31,200.1 and 39,000 shall have four votes.

(d) K-12 Local Districts with an ADMr between of 39,000.1 and above or more shall have five votes.

2.5 Process of Approval of Member Resolutions.

2.5.1 Generally, members shall approve resolutions annually by ballot vote. Members or the board of directors may submit a resolution for member approval. Such resolutions shall be submitted to the board of directors no later than September 30th. The board of directors shall distribute all timely submitted resolutions, together with an official ballot, to the members no later than October 15. Members shall vote by ballot submitted to the board of directors no later than December 15.

2.5.2 The board of directors may call a special meeting of the members under Section 2.9, as necessary.

2.6 Regional Election of Directors and LPC Members

2.6.1 Regional Voting. For the purposes of nominating and electing the board of directors and LPC members, the Association members shall be organized into and represented by region:

- (a) Eastern Region includes all of the members located in the counties of Baker, Grant, Malheur, Union, Wallowa, and Wheeler.
- (b) Gorge Region includes all of the members located in the counties of Gilliam, Morrow, Sherman, Umatilla, and Wasco.
- (c) Central Region includes all of the members located in the counties of Crook, Deschutes, and Jefferson.
- (d) Southeast Region includes all of the members located in the counties of Harney, Klamath, and Lake.
- (e) Southern Region includes all of the members located in the counties of Jackson and Josephine.
- (f) Lane Region includes all of the members located in the county of Lane.
- (g) Clackamas Region includes all of the members located in the county of Clackamas and Hood River.
- (h) Douglas/South Coast Region includes all of the members located in the counties of Coos, Curry, and Douglas.
- (i) Linn, Benton, Lincoln Region includes all of the members located in the counties of Benton, Lincoln, and Linn.
- (j) Marion Region includes all of the members located in the county of Marion.

(k) Yamhill, Polk Region includes all of the members located in the counties of Polk and Yamhill.

(l) North Coast Region includes all of the members located in the counties of Clatsop, Columbia, and Tillamook.

(m) Washington Region includes all of the members located in the county of Washington.

(n) Multnomah Region includes all of the members located in the county of Multnomah.

Members shall be assigned to the region in which their main administrative office is located. If a member's district boundaries span more than one region, the member board may declare which region it intends to vote and shall vote only in that region.

2.6.2 Regional elections shall be taken by majority vote of the members within the region.

2.7 Modification of Regions. A formal review of the regional organizations described in Section 2.6.1 shall be conducted by the board of directors at least every three years commencing with 2017. Any recommended changes to the regional organization shall be submitted to the members in the form of a resolution in accordance with the provisions of Section 2.11.

2.8 Annual Meetings. An annual meeting of members shall be held in November of each year unless a different date or time is fixed by the board of directors and stated in the notice of the meeting. Failure to hold an annual meeting on the stated date shall not affect the validity of any corporate action. At the annual meeting, the president and secretary-treasurer of the board of directors, any other officer or person whom the president may designate, shall report on the state of the Association, the activities and financial condition of the Association.

2.9 Special Meetings. A special meeting of members shall be held upon the call of the president or 25 percent of the board of directors. All members shall be officially notified of a special meeting by written notice, mailed via U.S. mail or electronic mail to all members at least 15 days prior to the date of the meeting. Such notice shall include a description of all agenda items and any matters to be voted upon by the members, the place and time of the meeting, and instructions describing the method by which members can participate by telephone or video. Notice shall also comply with all procedures and include any information as required by ORS Chapter 192.

2.10 Telephonic/Video Meetings. The board of directors may permit any member to participate in an annual or special meeting, or conduct the meetings through, use of any means of communication by which all persons participating may simultaneously hear each other during the meeting. A member participating in the meeting by this means is deemed to be present in person at the meeting.

2.11 Place of Meetings. Meetings of the members shall be held at any place in or out of Oregon designated by the board of directors. If a meeting place is not designated by the board of directors, the meeting shall be held at the Association's principal office.

2.12 Action by Written Ballot. Any action required of the members will be taken by written ballot and ~~or permitted to be taken at a members' meeting may be taken without a meeting if the Association will~~ delivers a written ballot to every member entitled to vote on the matter. A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds a quorum of the members, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast is the same as the number of votes cast by ballot. A written ballot shall set forth each proposed action, indicate the number of responses needed to meet the quorum requirements, state the percentage of approvals necessary to approve each matter, and specify a reasonable time by which a ballot must be received by the Association in order to be counted. Once delivered, a written ballot may not be revoked.

2.13 Unanimous Written Consent. Any action required or permitted to be taken at a members' meeting may be taken without a meeting if the action is taken by all members entitled to vote on the matter. The action shall be evidenced by one or more written consents describing the action taken, signed by each member, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this section is effective when the last member entitled to vote on the matter signs the consent, unless the consent specifies an earlier or later effective date.

2.13 Quorum and Voting. A quorum of the members shall consist of those votes represented at a meeting of the members. If a quorum is present when a vote is taken, the affirmative vote of a majority of the votes represented and voting when the action is taken is the act of the members except to the extent that the articles of incorporation, these bylaws, or applicable law require the vote of a greater number of members. A quorum of the members shall consist of a majority of members in good standing at the time the ballots are to be returned to the association.

2.14 Approval: With the exception of approving amendments to the Association's bylaws, which is outlined in Section 7.1 of these bylaws, approval by written ballot is effective when:

2.14.1 The number of votes cast by ballot equals or exceeds a quorum of the members;

and

2.14.2 The number of approvals equals or exceeds a majority of the number of returned ballots.

SECTION 3 DIRECTORS

3.1 Powers. Except as provided under Section 2.2, all corporate powers shall be exercised by or under the authority of, and the affairs of, are managed under the direction of a the board of directors. The board of directors shall adopt policies defining specific obligations of the board of directors.

3.2 Qualifications. Directors must serve on the board of a member of the Association throughout the duration of their term, with the exception of the director serving as past president.

3.3 Number. The board of directors shall consist of not fewer than three nor more than 24-25 persons. The number of directors may be fixed or changed periodically, within the minimum, and maximum by the members.

3.4 Term. Directors shall take office on January 1 and shall serve for a term of two calendar years or until their successors are elected and qualified. Terms shall be staggered as per the election calendar.

3.4.1 Directors who took office prior to January 1, 2018, and are re-elected may serve for any number of terms as long as they continuously remain members of the board of directors.

3.4.2 Directors taking office on or after January 1, 2018, may serve ~~not~~ consecutive two-year terms and, if eligible, may rerun after a two-year hiatus.

3.4.3 If a director serving as immediate past ~~an officer~~ president requires additional time beyond the term limits outlined above, the term limits will be held in abeyance to allow the director to complete their term as immediate past president.

3.5 Composition. The board of directors will be comprised of up to 23 regionally ~~elected~~ directors, one designated director as defined in the ~~bylaws~~ of the Oregon School Board Members of Color Caucus, one designated director as defined in the ~~bylaws~~ of the Oregon Rural School Boards Caucus and ex-officio nonvoting members as delineated in Section 3.5.4.

3.5.1 Regional Elected Directors. Each region, as described under Section 2.6.1, shall elect one director except as follows:

- (a) Clackamas Region shall elect two directors;
- (b) Marion Region shall elect two directors;
- (c) Washington Region shall elect three directors; and
- (d) Multnomah Region shall elect three directors.
- (e) ~~Provided, however, that if the president or immediate past president of the board of directors is a representative director from a region that elects only one director, that region shall elect an additional director or directors to serve for the duration of the president and/or the immediate past president's term.~~

3.5.2 Regional Election. The nomination and election of directors shall be in accordance with the elections calendar annually adopted by the board. Each regional candidate for a director position shall be nominated by a member within the region by means of a nomination form. The board of directors shall distribute notice of position vacancies, candidate information packets, and official nomination forms to all incumbent directors and members in electing regions. To nominate a director candidate, one or more of the members in the region must timely submit to the board of directors a formal resolution or motion of the member and the completed nomination form(s). Nominations in regions where there is more than one open director position shall indicate the numbered position for which the nomination is being submitted. Each member in a region shall have one vote in the regional elections for the board of directors. The director candidate receiving a majority of the votes of the members shall be elected. In cases where there are more than two candidates nominated for any position, and none receives a majority of the votes cast, a second ballot

shall be required between the two candidates receiving the highest number of votes; the one receiving a majority of the votes is elected.

3.5.3 Designated Representatives. In accordance with their bylaws, caucuses of OSBA, The Oregon School Board Members of Color Caucus shall appoint an officer a representative of the Caucus to serve as a director of the Association. The appointee, as defined in the Caucus bylaws, representative must, shall be an elected or appointed member of a public board of education in Oregon who is an active member in good standing with the Association. All Association bylaws and policies shall apply to the designated representative serving as the Caucus' director of the Association.

3.5.4 Ex-Officio. The following individuals or their designee may serve as ex-officio nonvoting advisors to the board of directors:

- (a) Any director of the National School Boards Association elected from Oregon;
- (b) Any officer of the National School Boards Association, National School Boards Advocacy Committee, or an officer of the NSBA Pacific Region.
- (c) The immediate past president of the Oregon Association of School Executives;
- (d) The immediate past president of the Confederation of School Administrators;
- (e) The board section president of the Oregon Association of Education Service Districts;
- (f) The board section president of the Oregon Community College Association;
- (g) The chair of the State Board of Education; and
- (h) Any other person as the board of directors may appoint.

3.6 Vacancies. In the event that any director position, other than the immediate past president is vacant during the term of office, the remaining directors may appoint an interim director from the same region to serve until December 31 of the same year. If the board of directors cannot recruit a candidate from the region, they may appoint a person from a contiguous region to serve as director representing the open region. An individual appointed as a director from a contiguous region is not eligible to serve as an officer of the board. The members shall elect, using the procedures in Section 3.5.2, an interim director to serve from January 1 of the next year until the end of the remaining term. If there is a vacancy of an OSBA caucus-designated director position the Members of Color Caucus' director position, then the Caucus caucus shall, as set forth in Section 3.5.3, appoint a new Caucus caucus officer representative to serve the remaining term.

3.7 Resignation. A director may resign at any time by delivering written notice to the president or the secretary. A resignation is effective when notice is effective under ORS 65.034 unless the notice specifies a later effective date. Once delivered, a notice of resignation is irrevocable unless revocation is permitted by the board of directors.

3.8 Removal. A director may be removed for cause by vote of two-thirds majority of the directors. A director may be removed with or without cause by a majority vote of the members who elected the director. The board may provide guidance or adopt and amend policies regarding what types of actions the board considers to be sufficient cause for removal.

3.9 Meetings. An annual meeting of the board of directors shall be held immediately after, and at the same place as, the annual meeting of members. If the time and place of any other directors' meeting is regularly scheduled by the board of directors, the meeting is a regular meeting. All other meetings are special meetings. A special meeting of the board of directors may be called by the president or the president-elect or 20 percent of the board of directors. ~~The board of directors may hold annual, regular or special meetings at any location in or out of the State of Oregon.~~

3.10 Notice of Meetings. All members shall be officially notified of a special meeting by written notice delivered personally, by telephone or electronic mail to all directors at least 48 hours prior to the date of the meeting. Such notice shall include a description of all agenda items and any matters to be voted upon by the directors, the place and time of the meeting, and instructions describing the method by which directors can participate by telephone or video. Notice shall also comply with all procedures and include any information as required by ORS Chapter 192.

3.11 Waiver of Notice. A director may at any time waive any notice required by these bylaws. A director's attendance at or participation in a meeting waives any required notice to the director of the meeting unless the director, at the beginning of the meeting or promptly upon the director's arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to any action taken at the meeting. Except as provided in the preceding sentence, any waiver must be in writing, must be signed by the director entitled to the notice, must specify the meeting for which the notice is waived, and must be filed with the minutes or the corporate records.

3.12 Quorum and Voting. A quorum of the board of directors shall consist of a majority of the number of directors in office immediately before at the time the meeting begins. ~~If a quorum is present when a vote is taken, the affirmative vote of a majority of the directors present when the action is taken is the act of the board of directors except to the extent that the articles of incorporation, these bylaws, or applicable law require the vote of a greater number of directors.~~

3.13.13 Voting. ~~If a quorum is present when a vote is taken, the affirmative vote of a majority of the directors present when the action is taken is the act of the board of directors except to the extent that the articles of incorporation, these bylaws, or applicable law require the vote of a greater number of directors.~~

3.13.14 Presumption of Assent. A director who is present at a meeting of the board of directors when corporate action is taken is deemed to have assented to the action taken unless:

- (a) The director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting the business at the meeting; and
- (b) The director's dissent from the action taken is entered in the minutes of the meeting.

3.143.15 Compensation. Directors and members of committees may receive reimbursement of such expenses as may be determined by resolution or policy of the board of directors to be just and reasonable. Directors shall not otherwise be compensated for service in their capacity as directors.

3.153.16 Director Conflict of Interest. The Association shall maintain a Conflict of Interest policy the terms of which comply with ORS 65.361 and ORS Chapter 244. The board of directors shall annually review and notify its members and directors of the current Conflict of Interest policy. Each director shall annually complete and return a Conflict of Interest statement.

SECTION 4 COMMITTEES AND CAUCUSES

4.1 Standing Committees. The board of directors shall maintain the standing committees described below:

4.1.1 Executive Committee. The executive committee shall consist of five officers of the board of directors: the president as chairman, the president-elect, the vice president, the secretary-treasurer and the immediate past president. The executive committee may act, pursuant to delegation of authority to such committee by the board of directors, in place and instead of the board of directors between board meetings on all matters except those specifically reserved to the board under the terms of the bylaws. Actions of the executive committee shall be reported to the board by mail, email or at the next board meeting.

4.1.2 Finance Committee. The finance committee shall be appointed by the president and shall be composed of members from Oregon public school districts, education service districts, and community colleges with boards that meet all criteria to be Association voting members. The members shall include, but are not limited to, the Association secretary/treasurer and vice president, one Association board director from the PACE board, one district business official and one at-large board member. ~~The finance committee shall operate within the guidelines of the corporation's investment policy and the Finance Committee Operating Manual.~~

(a) ~~Finance committee members serve for a term of two (2) years unless they are appointed to replace a member who left the committee before finishing their two-year term, in which case the member will serve the remainder of the two-year term.~~

(b) ~~The finance committee shall operate within the guidelines of the corporation's investment policyguidelines and the Finance Committee oOperating Managing Guidelines.~~

4.1.24.1.3 Legislative Policy Committee. The board of directors shall maintain a Legislative Policy Committee (LPC).

(a) **Purpose.** The LPC shall develop legislative policies which are recommended to and approved by the members as a resolution proposed by the board of directors and voted on by the membership in accordance with Section 2.4. The LPC also advises the executive director and staff during legislative sessions.

(b) Composition. The LPC shall be composed of the voting members of the board of directors and the regional representatives elected under the procedures defined in 4.1.3(c) and (d) and one designated voting member as defined in the bylaws of the Oregon School Board Members of Color Caucus and the Oregon Rural School Boards Caucus. All committee members must be elected or appointed directors of a member. The vice president of the board of directors shall chair the LPC.

(c) Nomination. The board of directors shall cause the nomination form to be distributed to all members in eligible regions. A member may nominate a candidate to the LPC and shall do so by formal resolution of the member and timely submission of the nomination form(s) to the office of the Association. Nominations in regions where there is more than one representative position shall indicate the numbered position for which the nomination is being submitted. Nominations will be closed by a date identified in the elections calendar adopted by the board.

(d) Election. Each LPC member shall be elected by majority of member boards of a region. Each region shall elect the number of LPC members as described in Section 3.5, without regard to Section 3.5.1(d). Such elections shall be held using the procedures described in Section 3.5.2.

(e) Term. Each committee member shall take office on January 1 in even numbered years and serve for a term of two (2) years.

Vacancies. In the event that there is a vacancy on the LPC, the board of directors may appoint an interim LPC member from the same region to fill the unexpired term of office. If the board of directors cannot recruit an LPC member from the region, they may appoint a person from a contiguous region to serve to represent the open region to fill the unexpired term of office.

4.1.4 PACE Trustees: The board of directors shall appoint the trustees of the OSBA Property and Casualty Coverage for Education Trust ("PACE"). As per the PACE bylaws Restated Trust Agreement, the PACE trustees shall nominate trustee candidate(s) to the OSBA board of directors. The nominees shall be elected by the OSBA Board of Directors. If the list of candidates is not acceptable by the board of directors, the PACE trustees will continue to submit nominated candidate(s) for consideration until accepted by the board of directors.

(a) PACE Trustees taking office on or after January 1, 2023, may serve three consecutive three-year terms and, if eligible, may return after a one-year hiatus.

4.2 Other Board Committees. The board of directors may create one or more committees of the board of directors and appoint directors and representatives of members to serve on such committee. The creation of a committee and the appointment of directors and member representatives to the committee must be approved by a majority of all directors in office when the action is taken. The provisions of these bylaws governing meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of the board of directors shall apply to committees and their members as well. Committees of the board of directors may, to the extent specified by the board of directors, exercise the authority of the board of directors; provided, however, that no committee of the board of directors may:

- (a) Authorize distributions, provided that this restriction does not apply to payment of value for property received or services performed or payment of benefits in furtherance of the Association's purposes;
- (b) Approve or recommend dissolution, merger, or the sale, pledge, or transfer of all or substantially all of the Association's assets;
- (c) Elect, appoint, or remove directors or fill vacancies on the board or on any of its committees; or
- (d) Adopt, amend, or repeal the articles of incorporation or bylaws.

4.3 Advisory Committees. The board of directors may create one or more other committees. Members of these committees need not be members or directors, but at least one director shall serve on each such committee. These committees shall have no power to act on behalf of, or to exercise the authority of, the board of directors, but may make recommendations to the board of directors.

4.4 Caucuses. Caucuses shall exist to enhance the work of the Association by addressing the unique needs of member districts. Caucuses shall:

- 4.4.1** Clearly articulate the vision, mission and goals of the Caucus.
- 4.4.2** Adopt bylaws for operating, programming and governing within the context of the Association bylaws described herein.
- 4.4.3** Comply with Association policies and guidelines.
- 4.4.4** Caucuses shall be added or eliminated to this provision through the amendment process described in these bylaws.
- 4.4.5** With the adoption of this section, the The Oregon School Board Members of Color Caucus is was established by a vote of the membership in 2018.
- 4.4.5** With the adoption of this sections, the Oregon Rural School Boards Caucus is established.

4.5 Administration. Each committee and caucus shall prepare minutes of each of its meetings, and such minutes shall be kept on file at the Association's principal office and made available on request to any member of the board of directors. Each committee and caucus shall also report on its activities at the regular meetings of the board of directors. Each committee and caucus shall comply with the public meetings laws requirements under ORS Chapter 192.

SECTION 5 OFFICERS OF THE BOARD OF DIRECTORS

5.1 Appointment. The board of directors shall elect officers by majority vote at least 10 days prior to the November member meeting. In cases where there are more than two candidates nominated for any position, and none receives a majority of the votes, a second ballot shall be

required between the two candidates receiving the highest number of votes. The one receiving a majority of the votes is elected.

5.2 Designation. The officers of the Association shall be a president, president-elect, past president, vice president, a secretary-treasurer, and such other officers as the board of directors may appoint.

5.3 Compensation and Term of Office. Officer terms are one calendar year. No officer except the secretary-treasurer shall serve two consecutive terms in the same office unless the director completed a term for another officer who was unable to complete a term and is then voted into the same position the following year. The secretary-treasurer may serve up to two consecutive one-year terms. Directors and members of committees may receive reimbursement of such expenses as may be determined by resolution of the board of directors to be just and reasonable. Directors shall not otherwise be compensated for service in their capacity as directors.

5.4 Removal and Resignation. Any officer may be removed, either with or without cause, at any time by action of the board of directors. An officer may resign at any time by delivering notice to the board of directors, the president, or the secretary-treasurer. A resignation is effective when the notice is effective under ORS 65.034 unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Association accepts the later effective date, the board of directors may fill the pending vacancy before the effective date if the board of directors provides that the successor does not take office until the effective date. Once delivered, a notice of resignation is irrevocable unless revocation is permitted by the board of directors. No removal or resignation shall prejudice the rights of any party under a contract of employment.

5.5 Officers. The officers of the Association are as follows:

5.5.1 President: The president shall preside at all member meetings of the Association and executive board of directors; shall appoint, committees subject to the approval of the board of directors; shall call all regular and special meetings as provided herein; shall be ex-officio voting member of all committees. The president shall automatically serve as immediate past president for the following term. The president serves for a term of one calendar year.

5.5.2 President-elect: In the absence of the president, the president-elect shall assume the powers and duties of the president, and when a vacancy occurs in the office of president, shall serve in that capacity for the remainder of the term. The president-elect shall automatically serve as president for the following term, even if required to fill an uncompleted term as president. In addition, the president-elect shall assume duties related to the oversight of Association member elections and resolutions processes and such other administrative duties as are assigned by the president. The president-elect serves for a term of one calendar year.

5.5.3 Vice president: In the absence of the president-elect shall assume the powers and duties of the president-elect. The vice president shall also serve as the chair of the LPC. The vice president serves for one calendar year.

5.5.4 Secretary-treasurer: The secretary-treasurer shall be responsible for keeping in a suitable minute book accurate minutes of all board of director meetings; shall carry on official correspondence of the Association; shall arrange for proper banking facilities; and shall receive, account for and disburse funds in a businesslike manner as provided for by the board of directors; shall see that the minutes of the previous meetings are read, and shall give an itemized and detailed report of the financial condition of the Association at each annual meeting and at such other times as may be required by the board of directors. Such duties of the secretary-treasurer as may be specified by the board of directors may be delegated to the executive director or a designated member of the staff. The secretary-treasurer serves for a term of one calendar year.

5.5.5 Immediate past president: The immediate past president shall advise and counsel with other officers. The immediate past president chairs the officer succession planning process. The past president serves for one calendar year.

5.5.6 Assistants: The board of directors may appoint or authorize the appointment of an assistant to the secretary-treasurer. Such assistant may exercise the powers of the secretary-treasurer, as the case may be, and shall perform such duties as are prescribed by the board of directors.

SECTION 6 NONDISCRIMINATION

The Association shall not discriminate in providing services, hiring employees, or otherwise, upon the basis of gender, race, creed, marital status, sexual orientation, religion, color, age, disability, or national origin.

SECTION 7 GENERAL PROVISIONS

7.1 Amendment of Bylaws.

7.1.1 Amendments to the bylaws may be initiated by the board of directors or submitted by a member to the board of directors. Amendments must be approved by a vote of two-thirds majority of the members at any regular or special meeting. The board of directors shall provide written notice to the members containing a statement that the members will be asked to approve the amendment and a copy of the proposed amended bylaws. Such notice shall be provided by US mail or email at least 15 days prior to the member meeting at which the vote will take place.

7.1.2 The board of directors shall provide written notice to the members containing a statement that the members will be asked to approve the amendment and a copy of the proposed amended bylaws.

7.1.3 Action by Written Ballot: The Association will deliver a written ballot to every member entitled to vote on the matter. The ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action and specify a reasonable time by which a ballot must be received by the Association in order to be counted. Once delivered, a ballot may not be revoked.

7.1.4 Approval: Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds a quorum of the members, and the number of approvals equals or exceeds two-thirds majority of the number of the returned ballots.

7.1.5 Quorum: A quorum of the members shall consist of a majority of members in good standing at the time the ballots are to be returned to the Association.

7.1.27.1.6 Whenever an amendment or new bylaw is adopted, it shall be copied in the minute book with the original bylaws in the appropriate place. If any bylaw is repealed, the fact of repeal and the date on which the repeal occurred shall be stated in such book and place.

7.2 Inspection of Books and Records. All books, records, and accounts of the Association shall be open to inspection by the directors in the manner and to the extent required by law.

7.3 Checks, Drafts, Etc. All checks, drafts, and other orders for payment of money, notes, or other evidences of indebtedness issued in the name of or payable to the Association shall be signed or endorsed by such person or persons and in such manner as shall be determined by resolution of the board of directors.

7.4 Deposits. All funds of the Association not otherwise employed shall be deposited to the credit of the Association in those banks, trust companies or other depositories as the board of directors or officers of the Association designated by the board of directors select, or be invested as authorized by the board of directors.

7.5 Loans or Guarantees. The Association shall not borrow money and no evidence of indebtedness shall be issued in its name unless authorized by the board of directors. This authority may be general or confined to specific instances. Except as explicitly permitted by ORS 65.364, the Association shall not make a loan, guarantee an obligation or modify a pre-existing loan or guarantee to or for the benefit of a director or officer of the Association.

7.6 Execution of Documents. The board of directors may, except as otherwise provided in these bylaws, authorize any officer or agent to enter into any contract or execute any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances. Unless so authorized by the board of directors, no officer, agent, or employee shall have any power or authority to bind the Association by any contract or engagement, or to pledge its credit, or to render it liable for any purpose or for any amount.

7.7 Insurance. The Association may purchase and maintain insurance on behalf of an individual against liability asserted against or incurred by the individual who is or was a director, officer, employee, or agent of the Association, or who, while a director, officer, employee, or agent of the Association, is or was serving at the request of the Association as a director, officer, partner, trustee, employee, or agent of another foreign or domestic business or nonprofit corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise; provided, however, that the Association may not purchase or maintain such insurance to indemnify any director, officer, or agent of the Association in connection with any proceeding charging improper personal benefit to the director, officer, or agent in which the director, officer, or agent was adjudged liable on the basis that personal benefit was improperly received by the director, officer, or agent.

7.8 Fiscal Year. The fiscal year of the Association shall begin on the first day of July 1 and end on the last day of June in each year.

7.9 Severability. A determination that any provision of these bylaws is for any reason inapplicable, invalid, illegal or otherwise ineffective shall not affect or invalidate any other provision of these bylaws.

The foregoing bylaws were approved by the membership of the Oregon School Boards Association on December 14, 2018. The original bylaws were duly adopted by the Board of Directors of OSBA on September 15, 2017, and approved by the membership on December 15, 2017.

DRIVE