



Meeting of the Board of Directors
1728 Main Street | Forest Grove, OR 97116

September 23, 2025 – Regular Session Agenda

Persons having questions about or requests for special needs and accommodation should contact the Superintendent's Office at the Forest Grove School District, 1728 Main Street, Forest Grove, OR 97116, 503-359-2406 or TDD 503-359-2518. Contact should be made 48 hours in advance of the event.

5:30 p.m. PRELIMINARIES

- | | | |
|-----------------------|----------------------------------|---------------------------------------|
| 1. Call to Order | 4. Student Representative Report | 7. Forest Grove Education Association |
| 2. Flag Salute | 5. Board Report | 8. Unscheduled Public Comment |
| 3. Approval of Agenda | 6. Superintendent Report | |

6:25 p.m. CONSENT

1. Board Minutes of the September 9, 2025 meeting
2. Personnel
 - a. Resignations
 - b. Hiring
 - c. Leaves of Absence
 - d. Change in Status
 - e. Contracts
 - f. Retirements
3. Policy Revisions

6:30 p.m. PRESENTATION

1. 2024-25 Integrated Programs Annual Report
Dr. Suzanne West, Superintendent

6:45 p.m. ACTION

1. FGEA and FGSD Licensed Employee Agreement 2025-2028
Serena Fitz, FGEA Bargaining Chair and Sarah Hamlin, Director of Human Resources
2. Overnight Field Trip Request: FGHS Wrestling
Dr. Suzanne West, Superintendent
3. 2025-2026 Budget Development Calendar
Ilean Clute, Director of Finance
4. Declare Budget Committee Vacancies
Ilean Clute, Director of Finance
5. School Board Purpose Statement
Kristy Kottkey, Board Chair

7:10 p.m. FIRST READ

1. Superintendent Goals and Timeline
Dr. Suzanne West, Superintendent

INFORMATION

None

7:15 p.m. ADJOURN

Next Meeting October 14, 2025

The board may meet in Executive Session to discuss matters under the authority of Oregon Revised Statutes ORS 192.660 (1) and 192.660 (2); (a) Employment; (b) Dismissal or Discipline of Employees or Public Officers; (d) Labor Negotiations; (e) Property Matters; (f) Exempt Records; (h) Litigation or Litigation likely to be filed; (i) Evaluation of Superintendent or Other Staff Member.

FOREST GROVE SCHOOL DISTRICT BOARD OF DIRECTORS MEETING

September 23, 2025

ITEM No.:	1	TYPE OF ITEM:	Consent
TOPIC:	Board Meeting Minutes		
PREPARED BY:	Bethany Magnuson	WILL BE PRESENTED BY:	Suzanne West

DESCRIPTION OF AGENDA ITEM:

The minutes of the September 9, 2025 board meeting are attached for review and approval.

RECOMMENDATION:

Approve the minutes of the September 9, 2025 board meeting as presented.

ADDITIONAL MATERIAL:

Attached:	<u>Yes</u>	X		<u>No</u>	
Available:	<u>Yes</u>	X		<u>No</u>	

UNOFFICIAL – NOT YET APPROVED BY THE BOARD

MINUTES-BOARD OF DIRECTORS
FOREST GROVE SCHOOL DISTRICT
1728 Main Street
FOREST GROVE, OREGON 97116

September 9, 2025

CALL TO ORDER

Board Chair Kottkey called the business meeting to order at 5:42 p.m. and welcomed everyone; she then led the pledge of allegiance. The following were in attendance:

Board of Directors

Kristy Kottkey, Chair
Alma Lozano, Vice Chair
Kate Grandusky (absent)
Peter Truax (absent)
Brisa Franco
Maya Andrade, Student Representative

Staff

Suzanne West, Superintendent
Arturo Lomeli, Assistant Superintendent
Kim Shearer, Director of Student Services
Ilean Clute, Director of Finance
Enrique Pinon, Technology Manager
David Warner, Director of Communications
Sarah Hamlin, Director of Human Resources
Bethany Magnuson, Executive Assistant

PRELIMINARIES

Approval of the Agenda

Vice Chair Lozano moved to approve the agenda as presented, Director Franco seconded and the agenda was approved.

Student Representative Report

- Introduced herself as a senior at Forest Grove High School and current ASB President.
- Shared that sports seasons have begun: football, cheer, cross-country, and others underway.
- ASB is actively preparing for:
 - Homecoming
 - September rally
 - Hispanic Heritage Month activities
- ASB currently has 117 students involved.
- Leadership theme for the year: “You Belong” – guiding projects and events.
- Freshman class is settling in well; nearly 500 students in the class.
- Overall, the school year is off to a strong start with positive energy and engagement.

Board Report

Chair Kottkey shared the following:

- Discussion planned for a future meeting (with Kate and Pete present) on how to structure board reports, possibly aligning updates with the board's purpose and action plan.
- Recent legislative engagement:
 - Met with Chair Pandoja (HSD), Senator Sollman's Chief of Staff, and Rep. McClain's Chief of Staff.
 - Goal: streamline and align conversations with legislators across districts to maximize impact and consistency.
 - Initial meeting held to begin shaping this new collaborative approach.
- Announcement: resignation from the Oregon School Boards Association (OSBA) effective September 30.
 - Decision made to focus energy on local advocacy and regional collaboration.
 - Opens opportunity for appointment of a new representative from the district.
 - Washington County boards continue to plan for the January legislative dinner.
- School visits:
 - Visited Harvey Clark and Oak Grove with Dr. West and David Warner.
 - Observed strong student engagement and focused classroom environments during the first week of school.
 - Positive, organized atmosphere noted across both schools.

Vice Chair Lozano shared:

- Walkthroughs at Forest Grove High School and Elementary Village.
- Observed engaged students and attentive teaching, even during the first days of school.

Director Franco shared:

- Expressed appreciation for opportunities to participate in school visits.
- Shared optimism for continued student engagement and board work throughout the year.

Superintendent Report

Activities

- 10 Sep Bond Oversight Committee Meeting @ Echo Shaw @ 5:30 PM
- 13 Sep Mariachi: The Immigrant Story @ Portland Center Stage @ 7-9 PM
- 16 Sep NAMS (4-6P) & FGHS (5-8P) Back to School Night
- 18 Sep Cornelius (5:15PM) & Echo Shaw (5PM) Back to School Night
- 22 - 26 Sep Harvey Clarke Book Fair

Comments

- Efforts for legislative advocacy that align with our neighboring districts are in very early stages of conversation. We will forecast that we will set up a date where we will have elected officials in the district visiting a couple of our schools.
- The opening of Cornelius Elementary School represents both a renewal and a continuation of more than 175 years of unbroken service to the Cornelius neighborhood and community. Started as a 1 classroom school and is now one of our largest elementary schools in the district. We are deeply grateful to Principal Angella Graves and her staff for their extraordinary efforts to prepare and open a brand-new school. We also extend our thanks to Director Ilean Clute and our partners at Cornerstone and Pence for their steadfast support throughout the construction project. Most importantly, we thank the voters who supported the 2022 bond, which made it possible to fund the construction of this beautiful new school and ensure that generations of students will continue to learn and thrive here.
- Our schools are once again alive with the energy of students filling our hallways, classrooms, and playgrounds. From the very first day, students have been reading, writing, and engaging in rigorous

learning, and our staff have been working tirelessly to build cultures of belonging and safety. These efforts are helping every student feel seen, valued, and supported as a member of their school community. Lots of energy. Educators said this feels more normal than it has for years. Suggests that we may be returning to more of the school opening and school we may suggest.

- Across the district, we are also seeing the final phases of additional construction projects that are wrapping up. These improvements are strengthening our facilities, improving safety, and creating better learning environments for our students. We are grateful to school leaders and staff for their patience and flexibility as we have navigated these transitions together.
- As we look to the year ahead, I am excited to share that we have launched our Instructional Framework, which anchors around four critical instructional domains - environment and culture, intentional lesson planning, teaching and delivery, and assess, reflect, and adjust - and outlines the high-leverage instructional strategies we will use across the district . Alongside it, our Journey of a Graduate framework highlights the essential attributes we aim to nurture in every student—collaboration, resilience, responsibility, empathy, critical thinking, and communication . Together, these two frameworks complement and reinforce one another, anchoring our work around shared practices and shared aspirations for student success.

Forest Grove Education Association

Diana Smith, FGEA Representative

- Welcome new board members. Overwhelming majority and outstanding number of members, we, FGEA members, have voted to ratify our contract over the course of our school district.

Chair Kottkey shared:

- Learned so much and it was a positive experience, even through some healthy tension.
- Compliments to union leadership for coming to the table in partnership.

Unscheduled Public Appearance

None

CONSENT

2025-112 MOTION: Director Franco moved to approve the consent agenda, Vice Chair Lozano seconded, unanimously carried with a vote of 3-0.

Item 1: Board Minutes of the August 13, 2025 and August 26, 2025 School Board meeting.

Item 2: Personnel

New hires

8/25/25 - Allie Cooper - 1.0 FTE - Dual Language Teacher 6th grade - TMUES

9/05/25 - Stacy Kavanaugh - 0.5 FTE - ELD Teacher- FH

8/25/25 - Rileyanne Lindsay - 1.0 FTE - Speech Language Pathologist - FH

8/25/25 - Magda Romero - 1.0 FTE - Elementary Education Coordinator - DO

Temporary Hires

8/28/25 - Keri Anderson - 1.0 FTE - 4th Grade Teacher - FH

8/28/25 - Sadie Baer - 1.0 FTE - High School Science Teacher - FGHS

8/25/25 - Deborah Schaenzer - 1.0 FTE - Social Studies Teacher- NAMS

8/25/25 - Margaret Omeara - 1.0 FTE - Special Education Teacher Elementary - FGCS

8/25/25 - Midori Erwin - 1.0 FTE - 3rd Grade Dual Language Teacher - CO

9/02/25 - Laney Hudson - 0.87 FTE - 6th-8th Grade Orchestra/Mariachi - NAMS

8/28/25 - Margaret O'Meara - 1.0 FTE - Special Education Teacher - Elementary - FGCS
Leaves of Absence

2025-2026 - Peggy Ancell - 1.0 FTE - Unpaid LOA - ELD Teacher - ES

2025-2026 - Jennifer Fenniman - 1.0 FTE - 2nd year Unpaid LOA - 2nd Grade Teacher - CO
Rehires

8/25/25 - Irma Diaz-Ramos - 0.5 FTE - School Psychologist - ES

8/25/25 - Shari Exo - 1.0 FTE - 2nd Grade Dual Language Teacher - ES

8/25/25 - Anayeli Manriquez Gonzalez - 1.0 FTE - High School Social Studies/ELD Teacher - FGHS

8/25/25 - Vanessa Martinez Hernandez - 1.0 FTE - Dual Language 2nd Grade Teacher - ES

Resignations

6/16/25 - Susan Hulsizer - 1.0 FTE - SPED Teacher - HC

Item 3: Accounts Payable ending August 31, 2025

ACTION

Odysseyware Software Subscription 2025-2026 School Year

Presented by Arturo Lomeli, Assistant Superintendent / Director of Teaching and Learning

Odysseyware is a software that FGHS, TPHS, NAMS, and Oak Grove utilizes to support the awarding of original and recovery credit. Due to the quote exceeding \$50,000, this purchase requires board approval per board policy. We are asking for board approval to purchase up to \$67,500 in software, which includes licenses for school year and summer school.

While there are other online vendors available, Odysseyware has been highly regarded by teachers and our curriculum has been modified using this software to meet our essential standard for granting credit. Teachers are familiar with this software and this has been a vital component to our system. With Odysseyware, we have 24/7 access to up to 75 students at any given time. This has met the needs of our building leaders.

2025-113 MOTION: Director Franco moved to approve the Odysseyware Software Subscription purchase up to \$67,500 for the 2025-2026 school year, Vice Chair Lozano seconded, unanimously carried with a vote of 3-0.

Adelante Mujeres 2025-2026 Contract

Presented by Arturo Lomeli, Assistant Superintendent / Director of Teaching and Learning

Adelante Mujeres has a long-standing history of serving Latinx and immigrant families by providing educational resources, advocacy, and community engagement. Its Chicas Youth Development Program, established in partnership with FGSD in 2008, is the first of its kind in Oregon to offer a comprehensive model for empowering Latina/x youth from 3rd grade through college.

Chicas supports academic achievement, leadership development, family partnerships, cultural and gender identity, health education, and overall well-being. The program has demonstrated strong outcomes, including a 100% high school graduation rate and 98% college enrollment for participating seniors over the past six years.

Through this partnership, Adelante Mujeres will continue to align with FGSD's equity goals and the Student Success Act by supporting underserved students, particularly students of color and emerging bilinguals, with a focus on health and safety, well-rounded education, place-based learning, and culturally responsive family engagement.

Lozano: Is this open to everyone in school? It's open to Latino students up to 20-25 per school - community service, curriculum, stem focus.

West: added - they will not turn a student away. Cornelius and Echo Shaw will often join along side Latina students.

Franco: It says they only allow 20-25 students per school - do they ever get full and need to turn away students? They work with students all the way up through 12th grade. There are students that occasionally join later in schooling. It is capped at 25 students because there is a limit to what they can support well with the resources the district provides to them.

- 2025-114 MOTION: Director Franco moved to approve the 205-2026 Adelante Mujeres Contract in the amount of \$70,000 as presented, Vice Chair Lozano seconded, unanimously carried with a vote of 3-0.

Special School Contracted Services

Presented by Dr. Kimberly Shearer, Director of Student Services

Student Services is requesting School Board approval of contracted services for a special school placement at Serendipity Center, Inc. in the amount of up to \$117,747.60 from August 28th, 2025 through June 30, 2026.

This request supports a student's specific educational needs, as identified through their Individualized Education Program (IEP).

This agency was selected due to the unavailability of our current local service plan options with the Northwest Regional Education Service District (NWRESA). The contracted service agreement, including costs and provider details, is outlined in the accompanying documentation for your review. Approval of this request will ensure the student receives the necessary specialized instruction and support in compliance with federal and state laws.

Franco: Did we have a previous service plan we went with?

Students have to meet certain criteria -

- 2025-115 MOTION: Director Franco moved to approve the contracted services for a special school placement at Serendipity Center, Inc in the amount of up to \$117,747.60 from August 28th, 2025 through June 30, 2026, Vice Chair Lozano seconded, unanimously carried with a vote of 3-0.

FIRST READ

Policy Revisions

Presented by Dr. Suzanne West, Superintendent

In the board packet are recommended board policy revisions for adoption. The policy committee has reviewed and discussed the proposed changes. You have the opportunity to review before these policies will be brought forward at the next board meeting on September 23, 2025 in the consent agenda for adoption.

Director Franco shared, they are straight forward. A lot was updating terminology and deleting what was recommended to delete.

DFA Investment of Funds

DFA-AR2 Investment of Funds

IIA-AR1 Instructional Materials Program Adoption Procedure

IIA-AR 3 Delete Recommended: Reconsideration of Supplemental Instructional Materials

IIA-AR 4 Delete Recommended: Reconsideration of School or Library Materials

IIA-AR 5 Request for Reconsideration of Instructional or Library Materials Form (New)

IIA-AR 6 Independent Adoption of Core Instructional Materials (New)

IKJ Artificial Intelligence (New)

JBAA Section 504 - Students**

JBAA-AR Section 504 - Students**

JEA Compulsory Attendance**

JEA-AR Compulsory Attendance Notices and Citations
JFCEB Personal Electronic Devices (Draft)
JFCEB-AR Personal Electronic Devices Exception (New)
JGA Corporal Punishment
JHCA/JHCB Immunization and School Sports Participation
JHCCF Pediculosis (New)
JHCCF Delete Recommended: Pediculosis
JHCCF-AR Delete Recommended: Pediculosis
KBA-AR Public Records Request

School Board Purpose Statement

Presented by Kristy Kottkey, Board Chair

The School Board has developed a Purpose Statement to clarify its role in creating the conditions and providing oversight for the successful implementation of the District's Strategic Plan. The statement outlines the Board's responsibility to monitor academic growth, align the budget to district priorities, ensure fiscal accountability and transparency, support the Superintendent's goals, and conduct a rigorous superintendent evaluation.

In addition, the Board commits to advocating for students and families at all levels and engaging authentically with the community to advance the Strategic Plan and improve student experiences.

The board is to review the Purpose Statement and discuss the board commitments for future action and adoption on September 23, 2025.

Chair Kottkey shared:

- During the retreat we wanted to flip the script on what it means for a board to be effective.
- Focus on supporting district work, not creating conflict or tension as seen in other districts.
- Emphasis on supporting district goals rather than setting separate school board goals.

Shared purpose statement and monitoring discussed, but not what achieving goals looks like.

- Two commitments identified for feedback:
Advocate at the local and state levels.
- Listen intently and engage with students and staff.
- Question raised: Do these commitments capture retreat discussion? Are these the right bullet points?

Director Truax shared feedback with Chair Kottkey ahead of the meeting.

- Suggested reframing superintendent goals as district/strategic plan goals.
- Proposed creating an advocacy action plan that extends beyond district boundaries to include community policy advocacy.
- Vice Chair Lozano agreed.

Director Franco shared feedback:

- Supported the last two bullet points, especially community engagement and family experiences.
- Suggested engagement/relationship-building should come first because local impact is essential.
- Communication is important beyond board meetings — include assemblies, parent-teacher conferences, and informal interactions to remain approachable.

Vice Chair Lozano asked what has been done previously to track or follow up on board goals.

Superintendent West

- Shared that previous goals were not tracked; this new framing is different.
- Limited past follow-up to assess whether goals were achieved.
- Stressed need for intentional accountability and defining success criteria.

Chair Kottkey shared:

- Agreed board has not been intentional in the past.
- Shared concern that board often reacts rather than sets intentional direction.

- Questioned how to engage the community effectively.
- Asked what plan for engagement should look like between now and June.
- Raised issue: Is board action aligned with what the community feels it needs?

Superintendent West asked for student perspective: What do students want from a school board?

Student Representative Andrade answered:

- Suggested the second bullet point (engagement) should come first.
- Emphasized importance of focusing on community first.
- Recommended visible presence at schools and events.
- Shared that students often don't know what the school board represents.
- Called for the board to "stand with the community" and acknowledge student needs.

Chair Kottkey

- Proposed measuring success by participation and student/community excitement about events.
- Engagement can be tracked through turnout and interest.
- Students measure success through ASB participation and representative inclusivity.

Superintendent West restated engagement means the board has a deep understanding of the student body and stands with students when needed.

Student Representative Andrade confirmed students want recognition as individuals, not only as a collective school.

Superintendent West shared additional ideas for measuring engagement:

- Be present in spaces where families already are.
- Tell the district's story to elected officials and the community.
- Ensure the community knows how to support the district.
- Evaluate whether engagement efforts are effective.

Vice Chair Lozano, as a parent, emphasized the importance of explaining the basics of what a school board is and does and noted many families, especially Spanish-speaking, don't know how boards operate. She called for clear communication about board role and support structure.

Director Franco liked farmers market outreach as a model for meeting the community where they are.

- Suggested exploring additional opportunities for proactive engagement.
- Recommended mid-year and end-of-year evaluation of commitments.
- Asked about processes for feedback collection.

Superintendent West shared that schools conduct parent surveys, and the district surveys families.

- Suggested adding qualitative measures (stories, perceptions) alongside surveys.

Director Franco asked if students would be interested in attending board meetings.

Student Representative Andrade shared that students feel board meetings are intimidating and irrelevant and asked for school board visibility and opportunities for student participation.

Director Franco suggested asking students directly what would make board meetings less intimidating.

Board Discussion

- ASB advisory council noted it as a potential avenue to shift negative perceptions.
- Agreed students and parents should be proactively invited to provide feedback.
- Suggested helping parents better understand board policy work.
- Back to School Nights were discussed as opportunities for the board to introduce themselves and encourage participation.

Chair Kottkey shared that she and Director Grandusky had many parents ask questions at Back to School Night.

Superintendent West proposed developing a student engagement strategy and organizing a work session or school visit.

Chair Kottkey recommended reordering commitments, with community engagement first.

Next step: gain feedback from Director Grandusky and synthesize discussion into a revised draft.

Superintendent West shared a tentative goal is to adopt commitments in September, but the timeline is flexible.

Vice Chair Lozano and Director Franco agreed with revisions discussed.

Next Step: bring back a draft and build an action plan.

ADJOURNMENT

There being no further business the meeting adjourned at 6:41 p.m.

Bethany Magnuson, Executive Assistant

Kristy Kottkey, Board Chair

Date: _____

To view the entire board meeting, the recording is available on the districts website www.fgsdk12.org

FOREST GROVE SCHOOL DISTRICT
BOARD OF DIRECTORS MEETING

September 23, 2025

ITEM No.: 2

TYPE OF ITEM: Consent

TOPIC: Personnel

PREPARED BY: Sarah Hamlin

WILL BE PRESENTED BY: Sarah Hamlin

DESCRIPTION OF AGENDA ITEM:

Temporary Hires

8/25/25 - Hannah Shields - 1.0 FTE - ELD Teacher - ES

Resignations

9/30/25 - Sara Ogle - 1.0 FTE - TOSA - FGHS

9/09/25 - Laney Hudson - 0.87 FTE - 6th-8th Grade Orchestra/Mariachi - NAMS

RECOMMENDATION:

The administration recommends that the Board accept the item as listed above.

ADDITIONAL MATERIAL:

Attached: Yes _____ No X _____

Available: Yes X _____ No _____

FOREST GROVE SCHOOL DISTRICT BOARD OF DIRECTORS MEETING

September 23, 2025

ITEM No.:	3	TYPE OF ITEM:	Consent
TOPIC:	Policy Revisions		
PREPARED BY:	Bethany Magnuson	WILL BE PRESENTED BY:	Suzanne West
DESCRIPTION OF AGENDA ITEM:			
<p>Attached are recommended board policy revisions for adoption. The policy committee has reviewed and discussed the proposed changes. These policies were brought forward as a first read during the September 9, 2025 board meeting.</p>			

Code	Title
DFA	Investment of Funds
DFA-AR2	Investment of Funds
IIA-AR1	Instructional Materials Program Adoption Procedure
IIA-AR 3	Delete Recommended: Reconsideration of Supplemental Instructional Materials
IIA-AR 4	Delete Recommended: Reconsideration of School or Library Materials
IIA-AR 5	Request for Reconsideration of Instructional or Library Materials Form (New)
IIA-AR 6	Independent Adoption of Core Instructional Materials (New)
IKJ	Artificial Intelligence (New)
JBAA	Section 504 - Students**
JBAA-AR	Section 504 - Students**
JEA	Compulsory Attendance**
JEA-AR	Compulsory Attendance Notices and Citations
JFCEB	Personal Electronic Devices (Draft)
JFCEB-AR	Personal Electronic Devices Exception (New)
JGA	Corporal Punishment
JHCA/JHCB	Immunization and School Sports Participation
JHCCF	Pediculosis (New)
JHCCF	Delete Recommended: Pediculosis

JHCCF-AR	Delete Recommended: Pediculosis
KBA-AR	Public Records Request

<u>RECOMMENDATION:</u>					
Approve and adopt the recommended revisions.					
<u>ADDITIONAL MATERIAL:</u>					
Attached:	<u>Yes</u>	X		<u>No</u>	
Available:	<u>Yes</u>	X		<u>No</u>	

Forest Grove School District

Code: **DFA**
Adopted: 5/26/15

Investment of Funds

~~The Board may authorize the investment or reinvestment of funds which are not immediately needed for operation of the district. Such investments will comply with state law and Oregon Administrative Rules.~~

~~The superintendent and the business manager will develop criteria for the appropriate investments of district funds. A progress report of investments will be made to the Board on a regular basis.~~

At certain times during the course of the fiscal year, there will be available funds that are in excess of immediate operational needs of the District.

The Board directs that the District invest such excess funds in accordance with applicable Oregon Revised Statutes.

Authority

The Board delegates to the Chief Financial Officer (CFO) or designee, the responsibility of investment portfolio manager. The portfolio manager is responsible for investment decisions and activities under the direction of the custodian of District funds. The portfolio manager will maintain written administrative procedures for the operation of the investment program consistent with related policies.

Objectives

There are three principles that will guide the portfolio manager in implementation of this policy:

1. The primary objective of the District's investment activities is the preservation of capital and the protection of investment principal. In investing public funds, the District will not assume unreasonable investment risk to obtain investment income. In all investment activities, the portfolio manager will follow the Prudent Investor Rule, which states, "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

2. Adequate liquidity to meet daily funds needed for payment of District operating requirements which

might be reasonably anticipated will be the second objective of the portfolio manager.

3. The third objective of the portfolio manager will be optimization of investment earnings consistent with adherence to the objectives.

Reporting Requirements

The portfolio manager shall prepare monthly reports for management purposes. Additionally, the Board will be provided quarterly reports which will include data providing information such as dealer name, type of investment, issue date, maturity date, rate of interest and principal invested as well as any

further data or narrative explaining the basis of the investment decision. As soon as practical after the end of the fiscal year, a comprehensive annual report on the investment program and investment activity shall be presented to the Board. The annual report shall include a summary of administrative accomplishments, the overall trend of the economy and interest rates and other pertinent data.

END OF POLICY

Legal Reference(s):

[ORS 294.033](#)

[ORS 294.125](#)

[ORS 294.145](#)

[ORS 294.035](#)

[ORS 294.135](#)

[ORS 294.155](#)

Investment of Funds - DFA

1-1

Code: **DFA-AR 2**
Adopted: 9/23/2025

Investment of Funds

These regulations are issued for the guidance of the portfolio manager in the day-to-day operation of the investment program.

These regulations apply to activities of the portfolio manager with regard to investing the financial assets of all excess funds of the District including the General Fund, Special Revenue Funds, Capital Project Funds, Internal Services Funds and any and all Trust and Agency Funds under the control and direction of the District.

The portfolio manager will routinely and actively monitor the contents of the investment portfolio, the available markets and the relative values of competing investments and will adjust the portfolio accordingly. The portfolio manager, acting in accordance with these procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported as soon as practical and that appropriate action is taken to control adverse developments.

All investments will be carried at cost. Gains or losses from investments will be credited or charged to investment income at the time of sale. Premiums or discounts on securities may be amortized or accreted over the life of the security.

Diversification of Maturity

1. The District shall attempt, to the maximum extent possible, to match investment maturity schedules with anticipated cash flow requirements. In no event, unless specifically matched to specific requirements such as bond sinking funds or reserves, will the District invest in securities having a maturity more than 18 months from the date of purchase.
2. Investment maturities for operating funds shall be scheduled to coincide with projected cash flow needs.
3. In determining the amount of excess funds available for investment purposes, the portfolio manager will maintain cash flow projections and schedules as well as a historical record of expenditures and receipts. These forecasts and schedules will be reviewed and updated as required to reflect actual conditions as they exist.

Qualified Institutions for Investment Purchases

1. The District shall evaluate each financial institution (as used herein, the term is meant to include brokers/dealers) from whom it purchases investments as to financial soundness at least once annually. Investigation may include review of the most recent Consolidated Report of Condition ("call" report), rating reports, financial statements as well as analysis of the particular institution's management, profitability, capitalization and asset quality.

2. Any financial institution with whom the District wishes to do business shall provide financial data at the request of the portfolio manager. The information will be reviewed by the portfolio manager who will decide on the soundness of the institution before adding that institution to those that are on the approved qualified institution list for the District. The District reserves the right to be selective and to add or delete institutions from the approved list at will.
3. The portfolio manager will maintain a qualified institution list. A financial institution must be on this approved list prior to transacting any business with the District.
4. All approved financial institutions must be a qualified financial institution in Oregon and insured by the Federal Deposit Insurance Corporation (FDIC).
5. Brokers or dealers not affiliated with a bank shall have offices located in Oregon and be required to meet regulatory capital adequacy requirements.

Diversification of Instrument of Investment

1. The portfolio manager will diversify the investment portfolio to avoid incurring unreasonable risks inherent in overinvesting in specific instruments, individual institutions or maturities.
2. Time certificates of deposit: In purchasing a time certificate of deposit (TCD), the portfolio manager will not invest an amount which is more than 10 percent of the total deposits of any single institution. The District will always require full collateralization on all TCD investments as per Oregon Revised Statute (ORS) 294.
3. Banker's acceptances: All banker's acceptances (BA's) will be purchased from an Oregon qualified financial institution.
4. Repurchase Agreements: All repurchase agreements will be collateralized by U.S. Government or Agency obligations. All collateral will be held by third-party safekeeping. A signed repurchase agreement will be obtained from the issuing institution.
5. U.S. Treasury Obligations: No limits on purchase.
6. U.S. Government Agency Securities: No limits on purchases other than limit on concentration at the time of purchase in any one type issue as published by the state treasurer.
7. Local Government Investment Pool: The LGIP limits investment to accounts not to exceed the inflation-adjusted maximum under ORS 294.810. Other than this limitation, there is no limit to the amount that can be invested in the pool, although the pool does not collateralize or deliver investment instruments.
8. Diversification Guidelines: Investments will be consistent with statutory requirements under ORS 294.035 and Oregon Short Term Fund rules and recommendations.

Instructional Materials/Program Adoption Procedure

1. Prior to an adoption study, teachers, administrators, parents, citizens and students may suggest materials they feel should be considered for adoption. Their specific suggestions or recommendations should be submitted to the **[curriculum coordinator/curriculum administrator]** assistant superintendent/chief academic officer to be reviewed.
2. The **[curriculum coordinator/curriculum administrator]** assistant superintendent/chief academic officer will compile and present all suggestions listed in Step 1 to the review committee. The review committee will be comprised of the curriculum committee and at least **one** ~~two~~ parents selected by the assistant superintendent chief/academic officer to represent elementary and secondary levels.
3. In order to inform constituents of the review process, ~~an announcement will be made at a regular Board meeting,~~ a press release will be written and parents will be notified at each building ~~within one month of the committee's first meeting.~~
4. The committee will conduct a preliminary study of materials suitable for basic adoption. Publishers and curriculum consultants may be invited to participate in the study. Material under consideration for adoption by the committee will be available for review by district constituents upon request. An evaluation/rating instrument will be employed for all program/instructional materials considerations. The committee will decide whether to first initiate a pilot or trial use of a particular series or text or to proceed directly with an adoption. Any trial use or pilot should be coordinated and compatible with the proposed revisions in the curriculum guide. The proposed pilot or trial use must have approval of the assistant superintendent/chief academic officer, principal and the teachers involved.
5. After a trial use in the classroom and/or committee review, the committee will release results of its evaluation on the programs/instructional materials studied to the **Director of Teaching and Learning,** ~~superintendent/cabinet.~~ Specific recommendations will be prepared and forwarded to the ~~superintendent/cabinet.~~ The committee must show evidence of having used an evaluation or instrument to ensure conformity with curriculum program goals.
6. The **Director of Teaching and Learning** ~~cabinet~~ will review the recommended adoption and ensure that:
 - a. Appropriate procedures have been complied with;
 - b. Compatibility exists with other texts or skills presented at the same grade level in other curriculum areas;
 - c. The cost is within budgeted amounts.

The **Director of Teaching and Learning** ~~cabinet~~ may forward a recommendation to the superintendent either accepting the adoption proposal or referring it back to the committee for revision or further study.

Instructional Materials/Program Adoption Procedure - IIA-AR(1)
1-2

7. The superintendent will decide after reviewing the recommendation to either send the proposal back to the committee for further review or to forward it to the Board for approval.
8. The Board may rule on the adoption recommendation or direct the superintendent to further action as it deems appropriate or conducive to reach established goals and objectives.
9. It is the principal's responsibility to implement and maintain the district-adopted instructional materials/programs.
10. **Any staff member, student or their parent or guardian, or resident of the district may raise concern about core instructional materials¹ used in the district's educational program following IIA-AR(2).**
11. ~~Exceptions to the district-adopted instructional materials/programs could occur only after following the procedure defined below:~~
 - a. ~~If a teacher has a concern regarding the effectiveness/appropriateness of the program adoption in his/her assignment area, he/she may submit that concern in writing to the **building principal** administrator. If the **building principal** administrator shares that concern, he/she may refer the concern to the **Director of Teaching and Learning** superintendent. The superintendent will refer the concern to the assistant superintendent/chief academic officer for a recommendation. **The Director of Teaching and Learning will review concerns and a decision will be made to either continue or re-evaluate approved curriculum.** The superintendent will issue a decision on the concern after receiving the recommendation;~~
 - b. ~~If an administrator has a concern regarding the effectiveness/appropriateness of the program adoption, or if the administrator would like to field test/pilot a specific program, the concern or the request to pilot/field test must be submitted to the assistant superintendent/chief academic officer for a decision. Should any pilot or field test justify continuation beyond a single school year, the continued use requires the superintendent's approval.~~

¹ "Core instructional material," sometimes referred to as basal, means any organized system, which constitutes the major instructional vehicle for a given course of study, or any part thereof. Core instructional materials may include adaptive or personalized learning programs, digital textbooks, and print textbooks and are adopted and paid for by the district. Core instructional materials may include such instructional materials as a hardbound or a softbound book or books or sets or kits of print and non-print materials, including electronic and internet or web-based materials or media.

Concerns and requests for reconsideration of supplementary instructional materials or school or classroom library materials will be processed in accordance with the applicable administrative regulation.

OSBA Model Sample Administrative Regulation

Code: IIA-AR(3)
Revised/Reviewed:

Reconsideration of Supplemental Instructional Materials

Any staff member, student or their parent or guardian, or resident of the district may raise concern about supplemental instructional materials¹ used in the district's educational program. This procedure is meant to provide a forum for those persons in the schools and the community who are not directly involved in the selection process. Access to materials under reconsideration will not be restricted during the reconsideration process.

Complaints alleging a material constitutes protected-class discrimination may be submitted through the district's discrimination complaint policy and procedures.

This reconsideration process will be completed in its entirety and not subverted or ended prematurely. The person making a request for reconsideration may withdraw their reconsideration request at any time during the process.

1. Concern

- a. Any concern made regarding supplemental instructional materials by any staff member, student or their parent or guardian, or resident of the district will be made known to the [principal].
- b. The [principal] will arrange to meet with the person(s) with the concern, [, and may include the staff member(s) most directly involved with its use,] in an effort to resolve the issue informally, within [15] days of receipt of the concern.

The [principal or staff member] will explain to their best ability the particular place the material in question occupies in the educational program and its intended educational usefulness or include someone who can identify and explain the use of the material.

- c. The [principal] will inform the person(s) submitting the concern that if the person is not satisfied with the outcome of the informal inquiry, they may file a written request for reconsideration within [10] days of the conclusion in 1.b. The initial contact from the person and any outcome of a meeting or conversation will be documented and maintained by the [principal].

2. Request for Reconsideration

- a. A staff member, student or their parent or guardian, or resident of the district wishing to file a request for reconsideration of supplemental instructional materials must complete Step 1 above prior to filing a request for reconsideration.

¹ "Supplemental instructional materials" means instructional materials used as part of the course of study, which are not part of the core instructional materials. They contain materials to supplement and/or differentiate core instruction and are generally teacher selected. These materials are not adopted by the Board. Materials required or assigned to be used as part of a class may be considered supplemental instructional materials, regardless of the source or location of the material.

- b. All requests for reconsideration will be in writing [on the form prepared for this purpose] [, signed by the complainant,] and must be submitted to the [principal]. If a request for reconsideration involves more than one material, a separate form must be completed for each material. A request to reconsider multiple titles in a series may be submitted on a single form. All school offices will make forms available.
- c. Upon receipt of a written reconsideration request, the [principal] will appoint a reconsideration committee [by random selection] [from a pool of previously identified interested individuals].
- d. Use of the material identified in the request for reconsideration will not be suspended during the reconsideration process. Materials will not be removed for discriminatory reasons.

3. Reconsideration Committee

- a. The reconsideration committee shall be made up of at least [seven] members:
 - (1) [Two] teacher[s] [designated by the principal] and will be from the grade level of the material under reconsideration;
 - (2) [One librarian designated [annually] by the principal;]
 - (3) [One administrator designated [annually] by the principal;]
 - (4) [[Two] members from the community [having expressed willingness to serve on this committee] appointed by the principal;]
 - (5) [One student selected [annually] by the student council.]

[The reconsideration committee may include equity, Title IX, and/or Section 504 personnel in discussions about concerns which relate to an underrepresented group or a protected class.]

[Committee members directly associated with the selection of the material under reconsideration will be excused from the committee. The [principal] may appoint a replacement for the excused committee member, but such replacement will be of the same general qualifications as the person excused.]

[The committee selected will only serve to consider the material, which is the subject of the request for reconsideration, unless otherwise specified. After completion of the reconsideration committee's responsibilities, committee members will be returned to the pool.]

4. Procedures for the Reconsideration Committee

- a. [{²} Designate a committee member to keep minutes of the committee.]
- b. Every request for reconsideration will be acted upon by the committee. However, the committee may consider requests with similar concerns together.
- c. [Review applicable materials such as a copy of the district or school mission statement, professional reviews of the materials being reconsidered, when available, state standards and curriculum planning.]
- d. Be responsible for documenting all proceedings; adhering to established procedures and guidelines; and preparing and representing the recommendations to the [principal].
- e. [Establish a calendar for review of the material.]

² {Will the district provide staff to keep minutes or will the committee be responsible for keeping its own minutes?}

- f. Review the material under reconsideration in its entirety, considering the theme, concept, vocabulary, and illustrations (if any) as they apply to:
 - (1) [The suitability of the material for the instructional objectives established for the lesson(s) in which it was used, including its presentation and follow-up;
 - (2) The alignment of the material with the standards and curriculum;
 - (3) The material's reading level and intended audience (literary level to comprehend the words as opposed to difficult topics);
 - (4) The suitability of the material for the students it was used with; and
 - (5) Professional review sources for the title/material, when available.]
- g. An opportunity will be provided to the person who filed the request and staff member(s) involved to offer oral or written testimony on the reconsideration; outside consultants, lay people, other staff members, or other individuals may be offered an opportunity to provide oral or written testimony on the reconsideration within such procedures and limitations as may be established by the committee.
- h. The person who made the request will be kept informed by the principal or designee concerning the status of the request throughout the committee process. The person and known interested parties will be given notice of such meetings.
- i. Review and discuss possible options for decision, including:
 - (1) Continued use of the material as used, with no restrictions;
 - (2) Restricted or modified use of the material in terms of [subject area, grade level, districtwide, related to the specific request];
 - (3) Removal of the material from the educational setting in which it was used.

[The reconsideration committee will consider the material's suitability in the context in which the request for reconsideration was made.]

Following the discussion and review of possible options for recommendation, a committee member may offer a motion outlining the committee's recommendation. Action will be taken on the motion and any subsequent motions within the procedures outlined above and consistent with Oregon law.

The written recommendation and its justification from the committee will be forwarded to the [principal] within [seven] days of issuance of the recommendation. Within [seven] days of receipt of the recommendation by the superintendent, a copy of the recommendation will be sent by the superintendent or designee to the person who made the request for reconsideration and to the Board.

- j. Procedures for voting:
 - (1) A quorum³ will be present to act upon any business to come before the committee.
 - (2) All outcomes of motions and votes will be recorded and reported in the minutes of the meeting(s).

³ A quorum is a majority (one-half of an odd number of members rounded up to the next whole number; one-half of an even number of members plus one). A quorum of a five-member committee is three; a quorum of a six-member committee is four; a quorum of a seven-member committee is four.

- (3) Only votes of the members present at the time of the vote will be recorded⁴.
- (4) A vote in the affirmative from a majority of those present is required for a motion to pass.

- k. The decision from the reconsideration committee will be issued within [45] days of receipt of the written request for reconsideration by the principal. The response to the request for reconsideration will include the committee's decision [and information regarding an appeal to the [superintendent] [Board]]. The decision will be copied to the involved parties, including the [principal]. The [principal] will also communicate the decision to the affected staff [and to the public].
- l. [The committee's decision will be the final decision of the district.]

5. [Appeal to the [Superintendent]][Board]

A decision from the reconsideration committee may be appealed by [{⁵} the person who requested the reconsideration] to the [superintendent] [Board] by submission of the appeal to the [superintendent] [Board chair] within [15] days from issuance of the committee's decision. A copy of all procedural documents, recommendations, and decisions will be made available to the [superintendent] [Board]. [The Board will review the appeal and information at a Board meeting.] [The [superintendent] [Board] should review whether the correct procedure was followed. If the correct procedure was followed, the decision of the committee should be affirmed.] [The Board will make a decision regarding the appeal at a Board meeting.] The [superintendent] [Board] will issue a written decision to the involved parties within [30] days of receipt of the appeal.]

[If an appeal is made, the decision made by the reconsideration committee [is suspended pending the appeal (meaning, if applicable, that the material may remain in use until the appeal decision is made)] [remains in effect until the appeal is decided].]

The timelines in this administrative regulation may be modified by the district based on the availability of staff and/or committee participants. Notice of a modified timeline must be provided to the person who made the request and staff member(s) involved.

Requests for reconsideration of the same materials will not be accepted for at least [two] calendar year[s] following issuance of a decision on those materials.

⁴ Committee members may attend virtually. Members attending virtually are considered present for quorum and voting purposes.

⁵ {Does the district want to limit who can file an appeal? Consider:

- Communication regarding the reconsideration committee's decision (if any member of the public can file an appeal, should the decision be communicated to the public);
- The impact of the decision (if the decision applies throughout the entire district, should the entire district be able to appeal the decision).}

OSBA Model Sample Administrative Regulation

Code: IIA-AR(4)
Revised/Reviewed:

Reconsideration of School or Classroom Library Materials

[Student choice reading is endorsed by the district as a key component of literacy and reading instruction. Students select reading materials with the understanding that parents or guardians will discuss concerns and expectations with them.]

Any staff member, student or their parent or guardian, or resident of the district may raise concerns about the materials available to students through the district's school and classroom libraries. This procedure is to provide a forum for those persons in the schools and the community who are not directly involved in the selection process. Access to materials under reconsideration will not be restricted during the reconsideration process.

Concerns and requests for reconsideration alleging a material constitutes protected-class discrimination may be submitted through and will be processed in accordance with the district's discrimination complaint policy and procedures.

Meetings of the reconsideration committee are subject to Public Meeting Law.

This reconsideration process will be completed in its entirety and not subverted or ended prematurely. The person filing the request may withdraw their reconsideration request at any time during the process.

1. Concerns about School or Classroom Library Materials

- a. Any concern made regarding school or classroom library materials by any staff member, student or their parent or guardian, or resident of the district will be made known to the person responsible for the selection. For school library materials, share concerns with the [building's designated librarian]. For classroom library materials, share concerns with the classroom teacher.
- b. The person responsible for the selection of the material in question will respond and attempt to resolve the issue informally. Alternatively, the person responsible for selection may move the concern to the [principal] in 1.d. An initial response will be provided within [15] days of receipt of the concern.
- c. If the person who made the inquiry is not satisfied, they can request a meeting with the [principal].
- d. The [principal] will meet with the person, attempt to resolve the concern, and document the meeting. The staff member responsible for selection may be requested to attend this meeting. The [principal] will issue a follow-up communication about the outcome of the meeting to the person who made the informal inquiry and relevant staff within [10] days of receipt in 1.c.
- e. If the person who made the request is not satisfied with the outcome of the informal inquiry, they may file a written request for reconsideration within [10] days of the conclusion in 1.d. The initial contact from the person and any outcome of a meeting or conversation will be documented and maintained by the [principal].
- f. No materials will be removed or restricted from use as a result of an informal concern.

2. Request for Reconsideration of School or Classroom Library Materials

- a. A staff member, student or their parent or guardian, or resident of the district wishing to file a request for reconsideration of school or classroom library materials must complete Step 1 above, prior to filing a request.
- b. All requests for reconsideration will be in writing [on the form prepared for this purpose] [, signed by the complainant,] and must be submitted to the [principal]. If a request for reconsideration involves more than one material, a separate form must be completed for each material. A request to reconsider multiple titles in a series may be submitted on a single form. All school offices will make forms available.
- c. Upon receipt of a request for reconsideration, the [principal] will notify all staff member(s) who are directly involved in the request [, and forward the request to the [district librarian]]; a copy will be forwarded to the superintendent [or designee]].
- d. The [district librarian] [principal] [curriculum director] will, within [15] days, appoint a reconsideration committee [by random selection] [from a pool of previously identified interested individuals].
- e. Use of the material identified in the request for reconsideration will not be suspended during the reconsideration process. Materials will not be removed for discriminatory reasons.

3. Reconsideration Committee

- a. The reconsideration committee will be made up of at least [seven] members:
 - (1) [Two] teacher[s] [designated by the principal] and will be from the grade level of the material under reconsideration;
 - (2) [One librarian designated [annually] by the principal;]
 - (3) [One administrator designated [annually] by the principal;]
 - (4) [[Two] members from the community [having expressed willingness to serve on this committee] appointed by the principal;]
 - (5) [One student selected [annually] by the student council.]

[The reconsideration committee may include equity, Title IX and/or Section 504 personnel in discussions about requests that relate to an underrepresented group or a protected class.]

[The committee selected will only serve to consider the material, which is the subject of the request for reconsideration, unless otherwise specified. After completion of the reconsideration committee's responsibilities, committee members will be returned to the pool.]

4. Procedures for the Reconsideration Committee

- a. [{¹}] Designate a committee member to keep minutes of the committee.]
- b. Every request for reconsideration will be acted upon by the committee. However, the committee may consider requests with similar concerns together.
- c. [Review applicable materials such as a copy of the district or school library mission statement and professional reviews of the materials being reconsidered, when available.]

¹ {Will the district provide staff to keep minutes, or will the committee be responsible for keeping its own minutes?}

- d. Be responsible for documenting all proceedings; adhering to established procedures and guidelines; and preparing and representing the recommendations to the [principal].
- e. Review the material under reconsideration in its entirety, considering the theme, concept, vocabulary, and illustrations (if any) as they apply to:
 - (1) [The material's availability for student selection from the school or classroom library;
 - (2) The alignment of the material with the school or classroom library material selection criteria;
 - (3) The material's reading level and intended audience (literary level to comprehend the words as opposed to controversial topics);
 - (4) The suitability of the material for the students it is available for; and
 - (5) Professional review sources for the title/material, when available.]
- f. An opportunity will be provided to the person who filed the request and staff member(s) involved to offer oral or written testimony on the reconsideration; outside consultants, lay people, other staff members, or other individuals may be offered an opportunity to provide oral or written testimony on the reconsideration within such procedures and limitations as may be established by the committee.
- g. The person who made the request will be kept informed by the principal or designee concerning the status of the request throughout the committee process. The person and known interested parties will be given notice of such meetings.
- h. Review and discuss possible options for a decision, including:
 - (1) Continued use of the material as used, with no restrictions;
 - (2) Restricted or modified use of the material in terms of [subject area, grade level, district-wide related to the specific request]; or
 - (3) Removal of the material from the educational setting.

[The reconsideration committee will consider the material's suitability in the context in which the request for reconsideration was made.]

Following the discussion and review of possible options for recommendation, a committee member may offer a motion outlining the committee's recommendation. Action will be taken on the motion and any subsequent motions within the procedures outlined above and consistent with Oregon law.

The written recommendation and its justification from the committee will be forwarded to the [principal] within [seven] days of issuance of the recommendation. Within [seven] days of receipt of the recommendation by the [principal], a copy of the recommendation will be sent by the [principal or designee] to the person who requested the reconsideration and to the Board.

- i. Procedures for voting:
 - (1) A quorum² will be present to act upon any business to come before the committee.

² A quorum is a majority (one-half of an odd number of members rounded up to the next whole number; one-half of an even number of members plus one). A quorum of a five-member committee is three; a quorum of a six-member committee is four; a quorum of a seven-member committee is four.

- (2) All outcomes of motions and votes will be recorded and reported in the minutes of the meeting(s).
- (3) Only votes of the members present at the time of the vote will be recorded³.
- (4) A vote in the affirmative from a majority of those present is required for a motion to pass.

- j. The decision from the reconsideration committee will be issued within [45] days of receipt of the written request for reconsideration by the [principal]. The response to the request for reconsideration will include the committee's decision [and information regarding an appeal to the [superintendent] [Board]]. The decision will be copied to the involved parties, including the [principal]. The [principal] will also communicate the decision to the affected staff [and to the public].
- k. [The committee's decision will be the final decision of the district.]

5. [Appeal to the [Superintendent] [Board]]

A decision from the reconsideration committee may be appealed by [{⁴} the person who requested the reconsideration] to the [superintendent] [Board] by submission of the appeal to the [superintendent] [Board chair] within [10] days from issuance of the committee's decision. A copy of all procedural documents, recommendations, and decisions will be made available to the [superintendent] [Board]. [The Board will review the appeal and information at a Board meeting.] [The [superintendent] [Board] should review whether the correct procedure was followed. If the correct procedure was followed, the [superintendent] [Board] should affirm the decision of the committee.] [The Board will make a decision regarding the appeal at a Board meeting.] The [superintendent] [Board] will issue a written decision within [30] days of receipt of the appeal to the involved parties.]

[If an appeal is made, the decision made by the reconsideration committee [is suspended pending the appeal (meaning, if applicable, that the material may remain in use until the [superintendent] [Board] makes its decision)] [remains in effect until the appeal is decided by the [superintendent] [Board].]

The timelines in this administrative regulation may be modified by the district based on the availability of staff and/or committee participants. Notice of a modified timeline must be provided to the person who requested the reconsideration and staff member(s) involved.

Requests for reconsideration of the same materials will not be accepted for at least [two] calendar year[s] following issuance of a decision on those materials.

³ Committee members may attend virtually. Members attending virtually are considered present for quorum and voting purposes.

⁴ {Does the district want to limit who can file an appeal? Consider:

- Communication regarding the reconsideration committee's decision (if any member of the public can file an appeal, should the decision be communicated to the public);
- The impact of the decision (if the decision applies throughout the entire district, should the entire district be able to appeal the decision).}

OSBA Model Sample Administrative Regulation

Code: IIA-AR(5)
Revised/Reviewed:

Request for Reconsideration of Instructional or Library Materials Form (Submit to [Principal])

[Student choice reading is endorsed by the district as a key component of literacy and reading instruction. Student choice in reading materials is honored, with the understanding that parents/guardians have the final decision in what their child is reading. When materials are challenged, the principles of the freedom to read, listen, and view will also be considered for all students.]

Please complete this form in its entirety for consideration. This document will become a public record and is subject to public records requests.

Requests for reconsideration will be processed in accordance with the following:

1. Core instructional materials: IIA-AR - Reconsideration of **Library and Core** Instructional Materials
2. ~~Supplemental instructional materials: IIA-AR(3) - Reconsideration of Supplemental Instructional Materials~~
3. ~~School and classroom library materials: IIA-AR(4) - Reconsideration of School or Classroom Library Materials~~

People who wish to file a request for reconsideration of **Library or Instructional Materials** ~~[supplemental and/or school or classroom library materials]~~ must follow the informal process for concerns related to those instructional materials prior to filing this request for reconsideration.

Request initiated by: _____ Phone _____

Address _____ City _____ Zip _____

Email: _____

Book or other material:

Title: _____ Author _____

Publisher: _____ Publication Date: _____

Type of material: ☐ Article ☐ Audio recording ☐ Book ☐ Textbook ☐ Video ☐ Website

☐ Other: _____

Producer/Source (if known): _____

Please respond to the following questions.

1. Did you discuss your concerns with the teacher or other involved staff? ☐ Yes ☐ No

If no, you must first discuss your concerns with the teacher or other involved staff before filing a request for reconsideration.

If yes, on what date? _____

Please provide a summary of the conversation: _____

What is the name of the staff member(s)? _____

2. Did you review the entire material? ☐ Yes ☐ No

If not, what sections did you review? _____

3. How was the material acquired by the student (i.e., required reading, free choice selection, etc.)?

4. To what in the material do you object and why? (Please be specific and cite pages, frames, etc.)

5. What material do you recommend in its place which would provide information on the subject?

6. What action are you requesting the reconsideration committee consider? _____

7. Do you wish to provide oral or written testimony to the reconsideration committee?

☐ Yes, oral testimony ☐ Yes, written testimony ☐ No

If yes, please call the [principal's] office at [_____].

Signature

Date

Received by [principal]: _____ Date _____

References:

OSBA Model Sample Administrative Regulation

Code: IIA-AR(6)

Revised/Reviewed:

Independent Adoption of Core Instructional Materials

This administrative regulation applies to independent adoption of core instructional materials—materials which are not included on the state-approved list and are not supplemental, school library, or classroom library materials. The committee will include relevant subject area criteria published by the Oregon Department of Education.

1. Prior to an adoption study, teachers, administrators, parents, community members, and students may suggest materials they feel should be considered for adoption. Their specific suggestions or recommendations should be submitted to the [curriculum coordinator/curriculum administrator] of the content area to be reviewed.
2. The [curriculum coordinator/curriculum administrator] will compile and present all suggestions listed in Step 1 to a review committee. The review committee will be comprised of at least [five] members including the [curriculum coordinator/curriculum administrator,] [two] teachers, **one** ~~[two]~~ parents of students in the district selected by the [curriculum coordinator/curriculum administrator] to represent elementary and secondary levels [and a district administrator ~~or a librarian~~], as deemed appropriate.
3. In order to inform constituents who may wish to volunteer for the review process, ~~an announcement will be made at a regular Board meeting,~~ a public notice will be written, and affected parents will be notified at each building ~~within one month of the committee's first meeting.~~
4. The committee will conduct a preliminary study of materials suitable for basic adoption. Publishers and curriculum consultants may be invited to participate in the study. Material under consideration for adoption by the committee will be available for review by district constituents upon request. An evaluation/rating instrument will be employed for all program/instructional materials considerations. The committee will decide whether to first initiate a pilot or trial use of a particular series or text or to proceed directly with an adoption. Any trial use or pilot should be coordinated and compatible with the proposed revisions in the curriculum guide. The proposed pilot or trial use must have approval of the principal and the teachers involved.
5. After a trial use or pilot in the classroom and/or committee review, the committee will release results of its evaluation of the instructional materials studied to the **Director of Teaching and Learning** ~~[superintendent]~~. Specific recommendations will be prepared and forwarded to the [superintendent]. The committee must show evidence of having used an evaluation or instrument to ensure conformity with curriculum program goals.
6. The [superintendent] [or designee] will review the recommended adoption and ensure that:
 - a. Appropriate procedures have been complied with;
 - b. Compatibility exists with other texts or skills presented at the same grade level in other curriculum areas;

- c. The cost is within budgeted amounts.

The [superintendent] [or designee] will issue a recommendation either endorsing the adoption proposal and forwarding it to the Board for approval or referring it back to the committee for revision or further study.

- 7. The Board may rule on the adoption recommendation or direct the superintendent to further action as it deems appropriate or conducive to reach established goals and objectives.
- 8. It is a principal's responsibility to implement and maintain the district-adopted instructional materials.
- 9. **Any staff member, student, or their parent or guardian may raise concern about core instructional materials¹ used in the district's educational program following IIA-AR.** ~~In Exceptions to implementation of this district-adopted instructional materials could occur only after following the procedure defined below:~~
 - a. ~~If a teacher has a concern regarding the effectiveness/appropriateness of the adoption in the teacher's assignment area, the teacher may submit that concern in writing to the [principal]. If the [principal] shares that concern, the [principal] may refer the concern to the superintendent. [The superintendent will refer the concern to the [curriculum coordinator/curriculum administrator] for a recommendation.] The superintendent will issue a decision on the concern after receiving the recommendation;~~
 - b. ~~If an administrator has a concern regarding the effectiveness/appropriateness of the adoption, or if the administrator would like to trial use/pilot a specific program, the concern or the request to pilot/trial use must be submitted to the superintendent for a decision. Should any pilot or trial use justify continuation beyond a single school year, the continued use requires the superintendent's approval.~~

~~A teacher or administrator may withdraw their concern at any time during the process.~~

¹ "Core instructional material," sometimes referred to as basal, means any organized system, which constitutes the major instructional vehicle for a given course of study, or any part thereof. Core instructional materials may include adaptive or personalized learning programs, digital textbooks, and print textbooks and are adopted and paid for by the district. Core instructional materials may include such instructional materials as a hardbound or a softbound book or books or sets or kits of print and non-print materials, including electronic and internet or web-based materials or media.

Concerns and requests for reconsideration of supplementary instructional materials or school or classroom library materials will be processed in accordance with the applicable administrative regulation.

OSBA Model Sample Policy

Code: IKJ
Adopted:

Artificial Intelligence

{The purpose of this policy is to facilitate actions regarding artificial intelligence. Many OSBA members have developed statements, policies, or positions, or have responsible use agreement language that includes related content; this policy is not intended to replace that language.}

The Board believes that artificial intelligence (including generative artificial intelligence) is a useful tool. The Board also recognizes that generative artificial intelligence involves risk, including input and output bias, inaccuracies, ~~and~~ hallucinations, **and ethical and safety concerns**. As such, it is critical that staff and student use is conducted responsibly.

Independent Student Use

Specific rules for the independent use of generative artificial intelligence for assigned student work may be developed by the teacher and communicated to students. Teachers should consider the following in establishing these rules:

1. Accessibility of programs and technology for all students outside of school;¹
2. Student awareness of bias and inaccuracies and student ability to responsibly address those concerns; and
3. The teacher's ability to detect usage accurately and consistently.
4. **At no time will AI be used in a manner that compromises the cybersecurity of the district.**
 - a. **Forest Grove School District uses internet filters to facilitate the safe use of technologies, including AI.**
 - b. **Staff and Students will be denied network access to specific AI technologies if deemed unsafe for use.**
 - c. **Staff and students have a responsibility to ensure the security of any personal, sensitive, and confidential information when using AI technologies.**
 - d. **The expectations for staff and student use of district electronic resources are outlined in IIBGA-AR - Electronic Communications System.[¶]**

Failure to follow these rules may result in incomplete credit or disciplinary action.

¹ For example, do all students have access to computers and internet away from school; does the age of the students affect their ability to access generative artificial intelligence?

Student Use as Part of Class

Teachers may use generative artificial intelligence as part of instruction to further course objectives. Only applications approved by the district's [IT Department] will be allowed to be used as part of the class. All Terms of Use will be followed, along with any additional rules established by the [IT Department,]~~or the teacher,~~ **and outlined in the Student-Parent Handbook and Code of Conduct.** Students are not allowed to share logins or passwords.

At no time may AI be used to intentionally spread misinformation or violate intellectual property and copyright. Examples of intentional misuse and violations of intellectual property and copyright include but are not limited to failing to cite or attribute sources used to generate content, creating defamatory deepfake content, sharing PII or violating FERPA, and using AI bots to spread mis- or disinformation.

Before utilizing AI in student learning, teachers must instruct students in digital citizenship (IIBGA-AR - Electronic Communications System), Academic Integrity (IKI - Academic Integrity), and AI-related safety skills.

~~[Prior to allowing students to use generative artificial intelligence as part of a class the teacher will provide notice to parents with an explanation of its use.] [The [district] [school] will provide notice to parents regarding student use of generative artificial intelligence as part of classes.]]~~

Staff Use

District staff are authorized to use generative artificial intelligence to perform various work functions. Staff are responsible for ensuring their use complies with all laws, including, but not limited to copyright and privacy laws.

Educators should include statements that specify parameters for AI use within the body of their course syllabus or, at the elementary level, within class rules.

Staff should be vigilant about potential biases present in AI algorithms and work towards minimizing discriminatory outcomes. Reviews of AI system outputs should be conducted to identify and mitigate biases before sharing with students, families, colleagues, or the public.

Staff Professional Development

The district will seek out professional development opportunities for staff to learn how to use generative artificial intelligence for various work functions.

Staff are encouraged to engage in professional learning specific to the ethics, potential, and risks of AI,

FERPA and Confidentiality

All laws regarding student records, confidentiality, privacy, and student internet use will be followed at all times. District staff are prohibited from sharing personally identifiable information (PII)² with any generative artificial intelligence application.

² See Board policy JOB – Personally Identifiable Information for additional information.

Violations

Students and staff in violation of policy or related rules may be subject to discipline and may be referred to law enforcement.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133.

Children's Internet Protection Act (CIPA), 47 U.S.C. §§ 254(h) and (l); 47 C.F.R. § 54.520.

Children's Online Privacy Protection Act of 1998, 15 U.S.C. §§ 6501–6505

Family Educational Rights and Privacy Act (FERPA) of 1974, 20 U.S.C. § 1232g; 34 C.F.R. § 99.

Protection of Pupil Rights, 20 U.S.C. § 1232h.

OSBA Model Sample Policy

Code: JBAA
Adopted:

Section 504 – Students** (Version 1)

The district recognizes its responsibility to provide a free, appropriate public education to students with disabilities under Section 504 of the Rehabilitation Act of 1973. Accordingly, no otherwise qualified individual with disabilities shall, solely by reason of a disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any district program or activity or those provided by the district through contractual or other arrangements. District aids, benefits and services will afford qualified students with disabilities equal opportunity to obtain the same result, gain the same benefit or reach the same level of achievement as students without disabilities in the most integrated setting appropriate to the student's needs. Programs and activities shall be accessible to and usable by individuals with disabilities as prescribed by law.

A qualified individual with disabilities under Section 504 is an individual who has a physical or mental impairment¹ that substantially limits one or more major life activities²; has a record of such an impairment; or is regarded as having such an impairment.

In compliance with the provisions of Section 504, the district will:

1. Provide written assurance of nondiscrimination in accordance with application procedures whenever the district receives federal money;
2. Designate an employee to coordinate compliance with Section 504;
3. Provide procedures to resolve complaints of discrimination under Section 504;
4. Provide notice to students, parents, employees, including those with vision or hearing impairments, of the district's policy and compliance with law assuring **ensuring** nondiscrimination in admission or access to, or treatment, in district programs, activities or employment. Notice will be included in student/parent and staff handbooks and other materials as appropriate;
5. Annually identify and locate all students in the district, with disabilities, and who qualify for Section 504 but who are not receiving a free appropriate public education (FAPE)³;

¹ Impairments which may substantially limit major life activities, and without regard for the ameliorative effects of medication or aids/devices include, but are not limited to, chronic asthma and severe allergies, blindness or visual impairment, cancer, diabetes, deafness or hearing impairment, heart disease, mental illness and conditions which may be episodic or in remission.

² "Major life activities," as defined by the Americans with Disabilities Act Amendments Act of 2008, includes caring for one's self, walking, seeing, hearing, speaking, breathing, working, performing manual tasks, learning, eating, sleeping, standing, lifting, bending, reading, concentrating, thinking, communicating; and major bodily functions, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine and reproductive functions.

³ "Appropriate education" (34 C.F.R. § 104.33) means the provision of regular or special education and related aids and services that are designed to meet the student's individual educational needs as adequately as the needs of persons without disabilities are

6. Ensure that tests and other evaluation materials have been validated, are administered by trained personnel, are tailored to assess educational need and are not based on IQ scores, and reflect what the tests purport to measure;
7. Provide nonacademic and extracurricular services⁴ and activities in such a manner as to afford students with disabilities an equal opportunity for participation in such services and activities;
8. Annually notify students with disabilities and their parents or guardians of the district's responsibilities under Section 504, including those with limited proficiency in English and those with vision or hearing impairments;
9. Provide parents or guardians with procedural safeguards, including notification of their right:
 - a. To be notified in writing of any decisions made by the district concerning the identification, evaluation or educational placement of their student pursuant to Section 504. [The district will request parental consent prior to conducting an evaluation of the student];
 - b. To examine, copy and request amendments of the student's educational records;
 - c. To request an impartial hearing, with opportunity for participation by the student's parents or guardian and representation by counsel regarding district decisions concerning identification, evaluation or educational placement of their student. A review procedure will be provided.

Students identified as qualified individuals with disabilities under Section 504 shall be placed in the regular educational environment unless it is demonstrated by the district that the education of the student with the use of related aids and services in such a placement cannot be achieved satisfactorily. All placement decisions will be made by an evaluation team ~~comprised~~ composed of persons designated by the superintendent or designee, knowledgeable about the student, the meaning of the evaluation data and placement options.

Students will be reevaluated periodically, but no less than every three years. Additionally, before implementing discipline that constitutes a significant change in the placement (i.e., expulsion, serial suspensions which exceed 10 school days in a school year, a series of suspensions each of which is 10 or fewer school days in duration but that creates a pattern of exclusion), the district shall conduct a ~~manifestation hearing~~ ~~reevaluation~~ ~~for~~ ~~of~~ the student to determine whether the misconduct in question is caused by the student's disability and, if so, whether the student's current educational placement is appropriate.

If it is determined that the misconduct of the student is caused by the disability, the district's team will continue the ~~manifestation hearing~~ ~~evaluation~~, following the requirements of Section 504 and the Americans with Disabilities Act of 1990 and Americans with Disabilities Act Amendments Act of 2008 (ADA) for evaluation and placement to determine whether the student's current educational placement is appropriate. Due process procedures that meet the requirements of the Individuals with Disabilities

met and are based upon adherence to appropriate procedural requirements of 34 C.F.R. §§ 104.34, 104.35 and 104.36 concerning educational setting, evaluation and placement and procedural safeguards.

⁴ Nonacademic and extracurricular services and activities may include, but are not limited to, counseling services, transportation, health services, athletics, intramurals, clubs or organization activities, referrals to agencies which provide assistance to persons with disabilities and employment of students, including both employment by the district and assistance by the district in making available outside employment.

Education Act (IDEA) may be used to meet the procedural safeguards of law. If it is determined that the misconduct is not caused by the student's disability, the student may be excluded from school in the same manner as are similarly situated students who do not have disabilities.

A student identified as a qualified individual with disabilities under Section 504, who is also covered by the IDEA, will be disciplined in accordance with Board policy JGDA - Discipline of Students with Disabilities and accompanying administrative regulation.

A reevaluation will also be required before any other significant change in placement (i.e., transferring a student to alternative education, graduation from high school, significantly changing the composition of the student's class schedule, such as from regular education to the resource room).

END OF POLICY

Legal Reference(s):

[ORS 192.630](#)

[ORS 326.051\(1\)\(e\)](#)

[ORS 343.068](#)

[ORS 659.850](#)

[ORS 659.865](#)

[ORS 659A.103](#)

[ORS 659A.109](#)

[OAR 581-015-2030](#)

[OAR 581-021-0045](#)

[OAR 581-021-0046](#)

[OAR 581-021-0049](#)

[OAR 581-022-2310](#)

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

Rehabilitation Act of 1973, 29 U.S.C. §§ 791, 793-794 (2012).

Americans with Disabilities Amendments Act of 2008.

Nondiscrimination on the Basis of Handicap in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 104 (2017).

OSBA Model Sample Policy

Code: JBAA-AR
Revised/Reviewed:

Section 504 – Students**/*

In order to meet the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 and the Americans with Disabilities Act Amendments Act of 2008 (ADA), the following procedures have been established:

Definitions

1. A student is considered a “qualified individual with disabilities” under Section 504 if the student:
 - a. Has a physical or mental impairment which substantially limits one or more major life activities, even when mitigating measures, such as medication, prosthetics, hearing aids, etc., ameliorate the effects of the disability (e.g., any student receiving services under the Individuals with Disabilities Education Act (IDEA), students with diabetes). The term does not cover students disadvantaged by cultural, environmental or economic factors;
 - b. Has a record or history of such an impairment (e.g., a student with learning disabilities who has been decertified as eligible to receive special education under IDEA, a student who had cancer, a student in recovery from chemical dependencies);
 - c. Is regarded as having such an impairment. A person can be found eligible under this provision if the student:
 - (1) Has a physical or mental impairment that does not substantially limit a major life activity but is treated by the district as having such a limitation;
 - (2) Has a physical or mental impairment that substantially limits a major life activity only as a result of the attitudes of others towards such impairment (e.g., a student who is obese); or
 - (3) Has no physical or mental impairment but is treated by the district as having such an impairment (e.g., a student who tests positive with the HIV¹ virus but has no physical effects from it).
 - d. Has a qualifying disability that is episodic or in remission.
2. “Physical or mental impairment” means any physiological disorder or condition, cosmetic disfigurement or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; endocrine; or any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental illness and specific learning disabilities;
3. “Major life activities,” as defined by the ADA, means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, working, eating,

¹ HIV - Human Immunodeficiency Virus

sleeping, standing, lifting, bending, reading, concentrating, thinking, communicating; and major bodily functions including, but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine and reproductive functions;

4. “Program or activity” includes all district programs and activities. The district will also ensure that contracts with those who provide services to the district, such as alternative programs, also provide students with disabilities an equal opportunity to participate in the program or activity;
5. “Potentially disabling conditions” under Section 504, if they substantially limit a major life activity, may include, but are not limited to:
 - a. Attention deficit disorder (ADD);
 - b. Behavior disorders;
 - c. Chronic asthma and severe allergies;
 - d. Physical disabilities such as spina bifida, hemophilia and conditions requiring students to use crutches;
 - e. Diabetes.

District Responsibilities

The superintendent or designee will:

1. Provide written assurance of nondiscrimination whenever the district receives federal money in accordance with application guidelines;
2. Designate an employee to coordinate the district’s compliance efforts with Section 504;
3. Provide procedures to resolve student, parent and employee complaints of discrimination;
4. Provide notice to students, parents, employees, including those with vision or hearing impairments, of the district’s policy of compliance with Section 504 prohibiting nondiscrimination in admission or access to or treatment or employment in district programs or activities. District aids, benefits and services will afford students with disabilities equal opportunity to obtain the same result, gain the same benefit or reach the same level of achievement as students without disabilities, in the most integrated setting appropriate to the student’s needs. Notice will specify the employee designated by the district to coordinate the district’s Section 504 compliance efforts;
5. Annually identify and locate students with disabilities who are Section 504 qualified in the district and who qualify for services;
6. Annually notify students with disabilities and their parents or guardians of the district’s responsibilities under Section 504;
7. Provide parents or guardians with procedural safeguards:
 - a. Notice of their rights under Section 504, including the right to request an impartial hearing as provided by Oregon Administrative Rule (OAR) 581-015-2390;
 - b. An opportunity to review relevant records.

8. Provide all employees assigned to work with a student with specialized needs to assist the student with educational, behavioral, medical, health or disability-related support access to the 504 Plan.

Transportation

1. If the district proposes to terminate transportation services for a student who qualifies for services under Section 504, the district will first determine the relationship between the student's behavior and disability and provide the parent with notice of rights.
2. If the district places a student in a program not operated by the district, the district will ensure that adequate transportation to and from the program is provided at no additional cost to the parent or student than would be incurred if the student were placed in programs operated by the district.

Evaluation

1. The district will conduct an evaluation of any student who, because of a disability, needs or is believed to need accommodations or related services. Such evaluation will be completed by an evaluation team comprised of a group of persons knowledgeable about the student, the meaning of the evaluation data and placement options. The team will be appointed by the superintendent or designee. Such evaluation will be completed before any action is taken with respect to the initial placement of the student in a regular or special education program and any subsequent, significant change in placement.

All employees assigned to work with a student with specialized needs to assist the student with educational, behavioral, medical, health or disability-related support needs of the student must be consulted with when the 504 Plan for the student is being developed, reviewed or revised. This includes being invited to, and compensated for attending, meetings regarding the student's 504 Plan and other meetings regarding the student, when the decisions made and issues discussed are related to the responsibilities of the employee to support the student or when the employee has unique information about the student's needs and present level of performance.

2. Tests and other evaluation materials will:
 - a. Be validated and administered by trained personnel;
 - b. Tailored to assess educational need and not merely based on IQ scores;
 - c. Reflect aptitude or achievement. All tests must measure what they purport to measure.

Placement

In interpreting evaluation data and making placement decisions, the evaluation team will:

1. Draw upon information from a variety of sources;
2. Ensure that all relevant information is documented and considered;
3. Ensure that the student is educated with students without disabilities to the maximum extent possible.

Reevaluations

1. The evaluation team will periodically reevaluate all students identified as qualified to receive services under Section 504. Minimally, students will be reevaluated every three years.
2. A reevaluation will be conducted by the evaluation team whenever a significant change in placement occurs. Examples of significant changes in placement include, but are not limited to:
 - a. Expulsion;
 - b. Serial suspensions which exceed 10 school days in a school year. Consideration will be given to the frequency of suspensions, the length of each and their proximity to one another;
 - c. Transferring or placing the student in alternative education or other such programs;
 - d. ~~Graduation;~~
 - e. Significantly changing the composition of the student's class schedule (e.g., moving the student from regular education to the resource room, etc.).

Discipline

1. Before implementing a suspension or expulsion that constitutes a significant change in the placement of a student with disabilities under Section 504, the evaluation team will conduct a ~~manifestation hearing~~ ~~reevaluation~~ ~~for~~ ~~of~~ the student to determine whether the misconduct in question is caused by the student's disability and, if so, whether the student's current educational placement is appropriate:
 - a. If it is determined that the misconduct of the student is caused by the student's disability, the evaluation team will continue the evaluation, following the requirements of Section 504 and the ADA for evaluation and placement, to determine whether the student's current educational placement is appropriate. Due process procedures that meet the requirements of IDEA may be used to meet the procedural safeguards of law;
 - b. If it is determined that the misconduct is not caused by the student's disability, the student may be excluded from school in the same manner as are similarly situated students who do not have disabilities.
2. When the placement of a student with disabilities under Section 504 is changed for disciplinary reasons, the student and parents are entitled to the procedural protections as specified above. These protections include appropriate notice to parents, an opportunity for their examination of pertinent records, an impartial hearing with the participation of the parents and an opportunity for representation by counsel and a review procedure.
3. The district may take disciplinary action against a student with disabilities under Section 504 who is engaged currently in the use of alcohol or illegal drugs to the same extent that it takes disciplinary action against students not having disabilities. As provided by law, due process procedures specified above will not apply to disciplinary actions arising from the use or possession of alcohol or illegal drugs. Regularly established district due process procedures will, however, be provided.
4. Students with disabilities under Section 504 who are also covered by IDEA will be disciplined in accordance with Board policy JGDA - Discipline of Students with Disabilities and the accompanying administrative regulation.

Complaints

Student, parent or staff complaints of noncompliance with the provisions of Section 504 will be reported to the superintendent or designee and processed [as provided in Board policy AC - Nondiscrimination and the accompanying administrative regulation] [in accordance with established district complaint procedures].

OSBA Model Sample Policy

Code: JEA
Adopted:

Compulsory Attendance**

{Highly Recommended. ORS 339.010 requires the attendance of children between the ages of 6 and 18 years who have not completed grade 12 in public school; ORS 339.020 compels parents or guardians of the child to maintain attendance in public school unless otherwise exempted.}

~~Unless exempted~~ Except when exempt by Oregon law, all children between ages 6 and 18 who have not completed the 12th grade are required to regularly attend a public, full-time school during the entire school term. Persons having legal control of a child between the ages 6 and 18, who has not completed the 12th grade, are required to ~~have send~~ the child ~~attend to school~~ and maintain the child in regular attendance during the entire school term.

All children five years of age who have been enrolled in a public school are required to attend regularly while enrolled in the public school. Persons having legal control of a child, who is five years of age and ~~has who have~~ enrolled the child in a public school, are required to ~~have send~~ the child ~~attend to school~~ and maintain the child in regular attendance during the school term.

Attendance supervisors shall monitor and report any violation of the compulsory attendance law to the superintendent or designee. [A citation for violation of ORS 339.035 may be issued.]

~~The district will develop procedures for issuing a citation.~~

A parent or guardian who is not ~~supervising their child by~~ requiring ~~their child who is below age 15 to attend~~ school attendance may also be in violation of Oregon Revised Statute (ORS) 163.577(1)(c); failing to supervise a child is a Class A violation.

Exemptions from Compulsory School Attendance

In the following cases, children shall not be required to attend public, full-time schools:

1. Children being taught in a private or parochial school in courses of study usually taught in kindergarten through grade 12 in the public schools, and in attendance for a period equivalent to that required of students attending public schools.
2. Children proving to the Board's satisfaction that they have acquired equivalent knowledge to that acquired in the courses of study taught in kindergarten through grade 12 in the public schools.
3. Children who have received a high school diploma or a modified diploma.
4. Children being taught, by a private teacher, the courses of study usually taught in kindergarten through grade 12 in the public school for a period equivalent to that required of students attending public schools.
5. Children being educated in the home by a parent, legal guardian, or private teacher[:][.]

- a. [When a student is taught or is withdrawn from a public school to be taught by a parent, legal guardian or private teacher, the parent, legal guardian or private teacher must notify the [] Education Service District (ESD) in writing within 10 days of such occurrence. In addition, when such a ~~home-schooled~~ student moves to a new ESD, the parent, guardian or private teacher shall notify the new ESD in writing, within 10 days, of the intent to continue home schooling. The ESD shall acknowledge receipt of any notification in writing within 90 days of receipt of the notification. The ESD is to notify, at least annually, the school districts of ~~home-schooled~~ students who are registered with the ESD and reside in their district;
 - b. Each child being taught by a ~~parent or private teacher~~ as described above shall be examined no later than August 15, following grades 3, 5, 8 and 10:
 - (1) If the student was withdrawn from public school, the first examination shall be administered at least 18 months after the date the student withdrew from public school;
 - (2) If the child never attended public or private school, the first examination shall be administered prior to the end of grade 3.
 - c. Procedures for homeschooling students with disabilities are set out in Oregon Administrative Rule (OAR) 581-021-0029;
 - d. Examinations ~~testing each child~~ shall be from the list of approved examinations from the State Board of Education;
 - e. The examination must be administered by a neutral, individual qualified to administer tests on the approved list provided by the Oregon Department of Education;
 - f. The person administering the examination shall score the examination and report the results to the parent or guardian. Upon request of the ESD superintendent, the parent or guardian shall submit the results of the examination to the ESD;
 - g. All costs for the test instrument, administration and scoring are the responsibility of the parent or guardian;
 - h. In the event the ESD superintendent finds that the child is not showing satisfactory educational progress, the ESD superintendent shall follow the guidelines in Oregon Revised Statutes and Oregon Administrative Rules.]
6. Children whose sixth birthday occurred on or before September 1 immediately preceding the beginning of the current school year, if the parent or guardian notified the child's resident district in writing that the parent or guardian is delaying the enrollment of their child for one school year to better meet the child's needs for cognitive, social or physical development, as determined by the parent or guardian.
 7. Children who are present in the United States on a nonimmigrant visa and who are attending a private, accredited English language learner program in preparation for attending a private high school or college.
 8. Children excluded from attendance as provided by law.
 9. Children who are eligible military children¹ are exempt up to 10 days after the date of military transfer or pending transfer indicated in the official military order.

¹ "Military child" means a child who is in a military family covered by the Interstate Compact on Educational Opportunity for Military Children, as determined under rules adopted by the State Board of Education.

10. An exemption may be granted to the parent or guardian of any child 16 or 17 years of age who is lawfully employed full-time, or who is lawfully employed part-time and enrolled in school, a community college or an alternative education program as defined in ORS 336.615.
11. An exemption may be granted to any child who is an emancipated minor or who has initiated the procedure for emancipation under ORS 419B.550 - 419B.558.

END OF POLICY

Legal Reference(s):

[ORS 153.018](#)
[ORS 163.577](#)
[ORS 339.010 - 339.095](#)
[ORS 339.139](#)

[ORS 339.990](#)
~~[ORS 807.065](#)~~
~~[ORS 807.066](#)~~

[OAR 581-021-0026](#)
[OAR 581-021-0029](#)
[OAR 581-021-0076](#)
[OAR 581-021-0077](#)

OSBA Model Sample Policy

Code: JEA-AR
Revised/Reviewed: 03/25/2025

Compulsory Attendance Notices[and Citations]**

{Highly Recommended. Compulsory attendance for education and/or registering homeschool students with the local ESD are statutory requirements of persons in charge of students ages 6 through to 18. This administrative regulation supports procedures required of public education providers. The district should consult with the ESD on which superintendent will issue a citation, if at all, for violations of ORS 339.035 before adopting bracketed language.}

~~Compulsory attendance citations may be issued by the superintendent or designee as a means to enforce the compulsory attendance law. All such citations shall be issued according to the following procedures:¶~~

Appropriate notices on student absences or irregular attendance may be issued by the district in accordance with law. ~~[A citation may be issued by the superintendent or designee for noncompliance of ORS 339.035¹ in accordance with ORS 339.095.]~~

1. Attendance Supervisor(s)

The attendance supervisor(s) shall:

- a. Determine ~~that the whether a~~ parent or guardian has failed to enroll their child and to maintain the child in regular attendance at a public school. “Regular attendance” means attendance which does not include more ~~than eight unexcused~~ one-half day absences, or the equivalent thereof, in any four-week period in which school is in session ~~that results in an attendance rate below 90%;~~
- b. Provide ~~monthly~~ written compulsory attendance noncompliance notification to the parent or guardian ~~within~~ hours of ~~verification~~ the student’s attendance rate falling below 90%. ~~notification of the violation from the proper authority.~~ If the student is ~~a youth offender~~ an adjudicated youth on parole or probation, at the same time notice is given to the parent or other person, the attendance supervisor shall notify the student’s parole or probation officer of the student’s absence;
- c. Serve the ~~written~~ notification personally or by ~~registered~~ certified mail. The notification will be written in the ~~native~~ home language of the parent or guardian of the student;
- d. Ensure that notification includes a statement of the requirement ~~for requiring~~ the student to appear at the student’s neighborhood public school on the next school day following receipt of the notice and to maintain regular attendance for the remainder of the school year;
- e. Ensure that the notification states that the parent or guardian has the right to request an evaluation to determine if the child should have an individualized education program (IEP) or Section 504 plan (“504 plan”); ~~if the child does not currently have an IEP, or right to request a review of their child’s current IEP or 504 plan;~~
- f. ~~Provide a copy of the notice and pertinent attendance records to the [superintendent or designee{²}] at the time notice is given to the parent or guardian.~~

¹ ~~ORS 339.035 provides requirements for teaching by private teacher, parent or guardian.¶~~

² {OAR 581-021-0077, requires such notice to the superintendent, a principal or other appropriate school official.}

~~Notify the superintendent within three days of knowledge that the parent or guardian receiving the notification has not complied with the notice.~~ The attendance supervisor, within three days of knowledge of noncompliance by the parent or guardian, shall notify the superintendent.

2. ~~[Superintendent or Designee]~~

~~The superintendent or designee will:~~

~~a. If after review of attendance records a student's record, a citation in violation of ORS 339.035 appears warranted, prior to issuing the citation, the superintendent or designee shall provide written notification to the parent or guardian of the student's attendance rate and the student. The notice will be written in the native language of the parent or guardian. The notice will be delivered personally or by registered certified mail and will state that:~~

- ~~a. The student is required to attend regularly, a school full-time school during the school year;~~
- ~~b. A citation for violation of compulsory attendance laws ORS 339.035 may be issued by the superintendent or designee;~~
- ~~c. The parent or guardian has the right to request: d. A an evaluation to determine if the student should have an IEP or 504 plan, if the student does not have one; or Aa review of the student's current IEP or 504 plan;~~
- ~~d. e. The parent or guardian and student are required to attend a scheduled conference with the superintendent or designee. The date, time and place of conference will be specified in the notice.~~

~~If an evaluation or review as described in item c. above has been requested, Tthis the conference with the superintendent or designee may not be scheduled until after an evaluation or review as described in item 3. above, if requested by the parent, has been completed will be scheduled after its completion.]~~

3. ~~[Conference]~~

The superintendent or designee ~~will~~ may conduct a conference with the parent or guardian and student. Language Auxiliary aids and services will be provided upon advance request. The superintendent or designee ~~will~~ may:

- a. Review Oregon's compulsory attendance law and the student's attendance record;
- b. Determine the reasons for the noncompliance;
- c. Develop a plan for student attendance improvement (i.e., contract, etc.);
- d. Inform the parent and student of other available resources in the district and community, if available;
- e. Discuss the potential consequences for continued compulsory attendance noncompliance, including the potential for the issuance of a citation and the consequences for violation of the Board's student conduct and truancy policies, if applicable.]

4. ~~[Citation]~~

~~Compulsory attendance noncompliance citations may be issued by the superintendent or designee.~~

~~The superintendent or designee shall:¶¶~~

- ~~a. Determine that the parent or guardian has continued to fail to enroll their student in school or maintain the student in regular attendance following a conference or has refused to attend the conference as required;¶¶~~
- ~~b. Contact the clerk of the court for the county and determine which court will hear the case and when;¶¶~~
- ~~c. Ensure the official representing the district will be available to present evidence of the violation at the time and date specified;¶¶~~
- ~~d. Determine whether the local court's interpretation of Oregon Revised Statute (ORS) 339.095 requires the student be named as defendant. Complete form accordingly;¶¶~~
- ~~e. Complete Uniform Compulsory Attendance Citation and Complaint form as follows:¶¶~~
 - ~~(1) Specify appropriate court, district, circuit, municipal or justice;¶¶~~
 - ~~(2) Specify when the court will hear the case, including date, time and location of the court appearance at the bottom of the form;¶¶~~
 - ~~(3) Provide all pertinent defendant information, including the name and address of the parent or guardian. Only one adult should be named as the defendant;¶¶~~
 - ~~(4) Provide all pertinent offense information, including the period of time during which the absences occurred;¶¶~~
 - ~~(5) Ensure the minimum number of absences constituting irregular attendance as defined in law has in fact occurred. Excused absences should not be counted for purposes of this citation;¶¶~~
 - ~~(6) Provide all pertinent student information including the grade, date of birth, length of time in the district and parent(s) name(s);¶¶~~
 - ~~(7) Provide date of superintendent's or designee's prior notification of attendance requirements, consequences including possibility of citation and conference meeting date was sent;¶¶~~
 - ~~(8) Ensure that the prior notice was served to the same parent or guardian who is named as the defendant in the citation;¶¶~~
 - ~~(9) Provide district name, date, superintendent's name and signature. If the superintendent has designated another district official to issue citations, such delegation will be documented and the delegated official's name and signature will appear on the form;¶¶~~
 - ~~(10) Personally serve (not mail) the citation;¶¶~~
 - ~~(11) Complete time and date citation was issued, name, title and signature of district official serving the citation;¶¶~~
 - ~~(12) Ensure the parent or guardian is provided the citation;¶¶~~
 - ~~(13) Ensure the designated court is appropriately notified immediately after the citation is served;¶¶~~
 - ~~(14) Ensure the district retains a copy of the citation;¶¶~~
 - ~~(15) Consult with district's attorney to assist in these procedures, as necessary.¶¶~~
- ~~f. Maintain student attendance records in accordance with applicable education records laws.¶¶~~

[District Name]
Address, City, State, Zip Code
Phone:]

***** [ATTENDANCE SUPERVISOR'S] NON ENROLLMENT NOTICE *****

Date
Parent(s)/Guardian
Address

Dear ,
(Parent/Guardian)

After review of attendance records, your child (name) is not exempted from compulsory attendance for school, under provisions of ORS 339.030, and is not currently enrolled in school.

In accordance with Oregon law, children between ages 6 through 18 must be enrolled in school. Please enroll your child at [name of school] no later than the next school day following receipt of this notice and maintain your child in regular attendance for the remainder of the school year.

You may request an evaluation to determine if your child should have an individualized education program (IEP) or Section 504 plan ("504 plan"), or request a review of your child's current IEP or 504 plan.

If your child is taught by a parent, guardian or private teacher, you must notify your local education service district and comply with ORS 339.035. Your local ESD is: [name of ESD and contact information].

If you have questions and/or need assistance, please contact [name] at [number].

Sincerely,

[Attendance Supervisor] [Principal]

[cc: [Principal]] [Superintendent]]

[District Name]
Address, City, State, Zip Code | Phone: |

***** [ATTENDANCE SUPERVISOR'S] IRREGULAR ATTENDANCE NOTICE *****

Date _____
Parent(s)/Guardian _____
Address _____

Dear _____,
(Parent/Guardian)

After review of attendance records, your child _____ (name) is not maintaining regular attendance at a neighborhood public school as required by ORS 339.065. ["Regular attendance" is defined by Oregon law as attendance which does not include more than eight unexcused one-half day absences or the equivalent thereof, that results in an attendance rate below 90% in any four-week period school is in session.] According to attendance records, your child has had [] unexcused absences from school on the following dates: [].

Please send your child to school no later than the next school day following receipt of this notice and maintain your child in regular attendance for the remainder of the school year.

You may request an evaluation to determine if your child should have an individualized education program (IEP) or Section 504 plan ("504 plan"), or request a review of your child's current IEP or 504 plan. If you request an evaluation for, an IEP or a review of a current IEP or 504 plan, a conference will be held after such evaluation or review has been completed.

If your child is taught by a parent, guardian or private teacher, you must notify your local education service district and comply with ORS 339.035. Your local ESD is: [name of ESD and contact information].

If you have questions and/or need assistance, please contact [name] at [number].

Sincerely,

[Attendance Supervisor] [Principal]

[cc: [Principal] [/Superintendent]]

[District Name]
Address, City, State, Zip Code
Phone:]

****SUPERINTENDENT'S NOTICE OF COMPULSORY ATTENDANCE NONCOMPLIANCE****

Date _____
Parent(s)/Guardian _____
Address _____

Dear _____,
(Parent/Guardian)

According to district records, you were notified by the district's attendance supervisor on [date] that your child, [name], [is not yet enrolled in school] [is not maintaining regular school attendance] [is not enrolled with the local education service district] as required by Oregon compulsory attendance laws.

Your child was required to appear in school no later than the next school day following your receipt of the notice and to maintain regular attendance for the remainder of the school year. District records indicate your child continues to be absent from a public school. A child is required to regularly attend a full-time school.

The superintendent or designee may issue a citation for your continued violation of Oregon's compulsory attendance law.

You [may request an evaluation of your child's individualized education program (IEP) or Section 504 plan or a review of your child's current IEP same, or.] [requested an evaluation to determine if your child should have an individualized education program (IEP) or Section 504 plan.] [[requested a review of an existing IEP or Section 504 plan for your child] and the requested evaluation or review was completed on [date].]

In accordance with law, you and your child are required requested to attend a conference with [designated school official] on [date] at [time] to discuss:

1. Oregon's compulsory attendance law and your child's attendance record;
2. The reasons for your noncompliance;
1. The development of a plan for improvement;
2. Resources available to help your child be successful in school, referrals to other agencies as may be needed and such alternative education information as may be required by law;
3. Any questions you may have concerning the potential consequences for continued noncompliance with Oregon's compulsory attendance law, as set forth above and as provided in Board student conduct and truancy policies district programs and resources to help your child attend regularly.

Failure to attend this conference or to maintain your child in regular school attendance will result in the issuance of a citation, as provided by law.

If your child is taught by a parent, guardian or private teacher, you must notify your local education service district and comply with ORS 339.035. Your local ESD is: [name of ESD and contact information].

If you have questions and/or need assistance, please contact [name] at [number].

Sincerely,

[Superintendent][[/Designee]]

OSBA Model Sample Policy

Code: JFCEB
Adopted:

Personal Electronic Devices */**

{This policy is required by ORS 336.840 and EO 25-09. EO-25-09 requires policy to be adopted and in place by October 31, 2025, with full implementation by January 1, 2026.}

Student ~~{possession or}~~ use of a personal electronic device is prohibited from the start of regular instructional hours until the end of regular instructional hours, **including passing time and lunch, and except as provided below.** [Personal electronic devices can be used **after exiting the school building after the instructional day**~~when students are not on school grounds~~ and ~~when are~~ not under the supervision of school personnel (other than a school bus driver)¹.]

Except as otherwise provided in this policy, “personal electronic device” means any portable, electrically powered device that is capable of making and receiving calls and text messages and accessing the internet independently from the school’s network infrastructure.^[2] This includes **cellular phones, smartwatches, smart glasses, cellular capable eReaders, tablets, web-enabled flip-phones, and** headphones and earbuds connected to personal electronic devices. This does not include a laptop computer or other device required to support academic activities.

Personal electronic devices may be used when use complies with the terms of:

1. The student’s medical provider’s order for the care and treatment of a medical condition;³
2. The student’s individualized education program, as defined in ORS 343.035 or an education plan developed for the student in accordance with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);⁴
3. A written exemption provided for the student based on a request received in JFCEB-AR. School administration will respond to such a request within [ten] school days.⁵

Personal electronic devices ~~{must be placed in district-provided pouches or storage}~~ [may be kept by students in lockers or backpacks, ~~but personal electronic devices are not to be stored on the student’s~~

¹ If students are under the supervision of school personnel other than a school bus driver, the use of personal electronic devices is prohibited during regular instructional hours. **Use of personal electronic devices during field trips is at the discretion of the principal and will be communicated to families at the time permission for the field trip is sought.**~~{ODE’s guidance, *Fostering Student Learning, Well-Being, and Belonging* provides that districts have discretion related to field trips. The district could include language regarding field trips here.}~~

² ~~{ODE’s guidance, *Fostering Student Learning, Well-Being, and Belonging* provides “This includes personal electronic devices that can make calls, send texts, or access the internet via cellular data are restricted. This includes smartphones, web-enabled flip phones, cellular-capable tablets and e-readers, smartwatches, smart glasses, and connected headphones or earbuds. This does not include laptop computers or other devices required to support academic activities.”}~~

³ JFCEB-AR must be submitted to the building administrator, along with a copy of the order.

⁴ If use of the personal electronic device is included in the individualized education program or education plan, JFCEB-AR submission is not required.

⁵ JFCEB-AR must be submitted to the building administrator.

~~person or in the student's clothing][may be or stored on the student's person, but may not be used]~~ during regular instructional hours.

Students in violation of this policy will be subject to disciplinary action. Discipline for mere possession or use of a personal electronic device may not include loss of instructional time for the student (including suspension or expulsion), but ~~may~~^{could} include [detention, ~~or a~~ a change to storage requirements, etc. {⁶}]. However, if the actions taken by a student violate another conduct policy, the student may be subject to discipline up to and including expulsion.⁷ [~~Progressive discipline steps~~^{Steps} may include:

1. First instance of Noncompliance: staff will give the student a verbal reminder of the policy and expectations to reinforce appropriate use of personal electronic devices;
2. Second Instance of Noncompliance: the device will be temporarily confiscated and held in the front office until the end of the school day. Parents or caregivers will be notified, and a meeting with school administration may be scheduled to discuss ways to support the student;
3. Third Instance of Noncompliance: the device will again be temporarily held, and parents or caregivers will be informed. A meeting with school administration and family will be arranged to review the policy and plan for improved compliance;
4. Fourth instance of Noncompliance: the device will be prohibited for a period of two weeks. The student must either turn the device into the front office in the morning upon entering the building or the student must leave the device at home. Administrators will work with the student and parent or caregiver to create the appropriate option.
5. Beyond Fourth Instance of Noncompliance: ~~If~~^{In} non-compliance continues, schools will determine additional appropriate consequences, always prioritizing keeping students in class and engaged in learning.]{⁸}

Necessary communications during the school day while on school grounds between students and parents or caregivers ~~may~~^{can} be made through the school office.

The superintendent or designee shall ensure this policy is posted on the district website and made available to district personnel, students, parents, guardians, partners who are in school buildings during the school day, and the Oregon Department of Education.

In accordance with ORS 336.840, students may be allowed to use personal electronic devices⁹ that support academic activities and independent communications¹⁰, except as prohibited by this policy. ~~In academic activities in which a personal electronic device is required as part of the curriculum, students may be~~

⁶ {Correction may include requiring a student to store their device in a classroom storage space instead of in the backpack.}

⁷ For example: a student could be disciplined with lost instructional time for using a personal electronic device to bully another student or for accessing inappropriate content. Discipline will be in accordance with Board policies.

⁸ {From guidance from the Oregon Department of Education. Consider whether these procedures apply at all grade levels and whether this much detail is desired in policy.}

⁹ The use of “personal electronic device” in this paragraph comes from ORS 336.840, which does not define the term. However, the definition in EO 25-09 wouldn’t necessarily apply. Consequently, items like laptop computers or other devices required to support academic activities would likely be considered personal electronic devices within this paragraph.

¹⁰ “Independent communication means communication that does not require assistance or interpretation by an individual who is not part of the conversation, but that may require the use or assistance of an electronic device. ORS 336.840(1).

~~allowed, but not required to use their own personal electronic devices for that portion of the curriculum. Students using their own device must be granted access to any applications or electronic materials that are available to students who do not use their own personal electronic devices. These applications must be free of charge if students who do not use their own devices have access free of charge. {MOVED FROM EARLIER IN POLICY.}~~

Requests for exemptions to this policy can be processed in accordance with JFCEB-AR, Request for Personal Electronic Devices Exemption. Appeals can be filed ~~[with the superintendent]~~[in accordance with KL-AR(1) – Public Complaint Procedure].

The taking, disseminating, transferring or sharing of obscene, pornographic or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (commonly called texting, sexting, emailing, etc.) may constitute a crime under state and/or federal law. Any person taking, disseminating, transferring or sharing obscene, pornographic or otherwise illegal images or photographs will be reported to law enforcement and/or other appropriate state or federal agencies.

~~[This policy takes effect on January 1, 2026.]~~

END OF POLICY

Legal Reference(s):

ORS 332.107

ORS 336.840

Oregon Executive Order 25-09

OSBA Model Sample Policy

Code: JFCEB-AR
Revised/Reviewed:

Request for Personal Electronic Devices Exception

A parent or guardian may request an exception to the personal electronic device prohibition by submitting the following form to the [principal]:

Name of Student _____ Grade _____

School _____

If the reason for the request is included in the student's individualized education program, as defined in ORS 343.025 or an education plan developed for the student in accordance with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, this form is not required.

This request is:

- ☐ in compliance with the student's medical provider's order for the care and treatment of a medical condition (attach a copy of the order);
- ☐ ~~to accommodate the individual circumstances of the student;~~¹
- ☐ to further specific educational outcomes for the student.

Exemption Requested (describe the requested possession and/or use of a personal electronic device to be allowed and reason for the requested exemption):

Duration for Requested Exemption: _____¹

Signed _____ Date _____

Parent or Guardian Name _____

Parent or Guardian Phone _____ Email _____

FOR COMPLETION BY SCHOOL ADMINISTRATION

Request	<input type="checkbox"/>	Granted	Expiration of Exemption _____
	<input type="checkbox"/>	Denied	Reason for Denial _____
	<input type="checkbox"/>	More information needed. Please submit by [date] for reconsideration.	

¹ The maximum duration of an exemption is ~~[one year]~~ [the end of the current school year] ~~[the end of the student's enrollment at this school].~~

Signed _____ Date _____

School administration decisions will be issued and communicated to the parent or guardian within [ten] school days of receipt and can be appealed [with the superintendent][in accordance with KL-AR(1) – Public Complaint Procedure] within ten school days of issuance. [The superintendent’s decision will be final.] Denied requests may be resubmitted if circumstances change or after 12 months, whichever is earlier.

Guidelines for exemption consideration:

1. [Exemptions should only be approved for [clearly documented] needs of students and their families, not mere convenience;
2. Exemptions should be consistently granted in a non-discriminatory manner;
3. Exemptions should be limited to address the specific need, with any limitations communicated to the student regarding other possession and use;
4. Exemptions should only be approved when other communication methods and device availability (school phones, laptops, computers, available internet, etc.) are not adequate for the specific need;
5. Exemptions should be communicated to necessary staff in a way that protects student privacy;
6. Exemptions should minimize disruption to other students, staff and the educational environment.]

OSBA Model Sample Policy

Code: JGA
Adopted:

Corporal Punishment**

{Optional policy. While State law prohibits the use of corporal punishment, having a policy which states this is optional.}

The use of corporal punishment in any form is strictly prohibited in the district. No student will be subject to the infliction of corporal punishment.

“Corporal punishment” is defined as the willful infliction of, or willfully causing the infliction of, physical pain. Corporal punishment does not include the use of physical force authorized in ORS 161.205 (2), (4) or (5) for the reasons specified therein, or physical pain or discomfort resulting from or caused by participation in athletic competition or other such recreational activity, voluntarily engaged in by a student.

No teacher, administrator, other school personnel or school volunteer will subject a student to corporal punishment or condone the use of corporal punishment by any person under their supervision or control. Permission to administer corporal punishment will not be sought or accepted from any parent or school official.

[A parent or legal guardian of a minor child may use reasonable physical force upon the minor child when and to the extent the person reasonably believes the physical force is necessary to maintain discipline or promote the welfare of the minor child, unless the physical force constitutes abuse as defined in ORS 418.257 or 419B.005.]

A staff member is authorized to employ reasonable physical force upon a student ~~when and~~ to the extent that the application of physical force is consistent with ORS 339.285 - 339.303 and is not corporal punishment as defined in ORS 339.250(9). Physical force shall not be used to discipline or punish a student.

A staff member found in violation of this policy may be subject to discipline up to and including dismissal. A volunteer found in violation of this policy by administration may be subject to sanctions and/or prohibited from volunteer service in the district.

The superintendent shall inform all staff members and volunteers of this policy.

END OF POLICY

Legal Reference(s):

[ORS 161.205](#)
[ORS 332.107](#)

[ORS 339.240](#)
[ORS 339.250](#)

[OAR 581-021-0050 – 0075](#)
[OAR 584-020-0040](#)

OSBA Model Sample Policy

Code: JHCA/JHCB
Adopted:

Immunization, Physical Examination, Vision Screening/Eye Examination and Dental Screening and School Sports Participation**

{Highly recommended policy.}

Immunization

Proof of immunization must be presented at the time of initial enrollment¹ in school or within 30 days of transfer to the district in accordance with Oregon law. Proof consists of a signed Certificate of Immunization Status form documenting either evidence of immunization, a religious, philosophical beliefs and/or medical exemption or immunity documentation.²

Physical Examination School Sports Participation

A student participating in extracurricular sports in grades 7 through 12 is required to submit to an appropriate School Sports Pre-Participation Examination³ prior to their initial participation in a related district program. The form⁴ is to be completed and signed by a parent or guardian giving permission for the student to participate and signed by a medical provider authorized by law⁵ who has examined and evaluated the student. The completed form(s) must be returned [as directed] [to the school office]. ~~The Board recommends that all students initially enrolling in school have a physical examination. Parents will be asked to complete a district [Health History form] when initially enrolling their student in the district and when registering them for grade 7.~~ ¶

~~All students participating in athletic programs are required to submit to the district a School Sports Pre-participation Examination form prior to their initial participation in a district athletic program. The form is to be completed and signed by a parent or guardian and physician giving permission for the student to participate.~~ ¶

¶
A student who is subsequently diagnosed with a significant illness or has had a major surgery is required to have a physical examination prior to further participation in extracurricular sports.

¹ The district shall immediately enroll a ~~homeless~~ student experiencing houselessness in the school selected even if the student is unable to produce records normally required for enrollment.

² Documentation requirements for exemptions are outlined in ORS 433.267.

³ The required form is available at <https://www.osaa.org/governance/forms>, a copy may be obtained from a school office, or a form generated by the medical provider may be used if it meets requirements of law in OAR 581-021-0041.

⁴ The form may be used in either a hard copy or electronic format.

⁵ This physical examination must be conducted by a physician possessing an unrestricted license to practice medicine, a licensed naturopathic physician, a licensed physician assistant, a licensed nurse practitioner or a licensed chiropractic physician who has clinical training and experience in detecting cardiopulmonary diseases and defects.

A student who exhibits signs, symptoms or behaviors consistent with a concussion following an observed or suspected blow to the head or body, or who has been diagnosed with a concussion will not be allowed to participate in any athletic event or training on that day, unless an athletic trainer licensed by the Board of Athletic Trainers or a physician licensed pursuant to ORS 677.100 - 677.228 has determined the student has not suffered a concussion.⁶ Except as allowed above, a student excluded for concussion reasons will not be allowed to return to participate in an athletic event or training until the following three conditions have been met:

1. It is not the same day as the student exhibited signs, symptoms or behaviors, experienced a blow to the head or body, or was diagnosed with a concussion;
2. The student no longer exhibits signs, symptoms or behaviors consistent with a concussion; and
3. The student has received a medical release form from a health care professional⁷.

A student who continues to participate in extracurricular sports in grades 7 through 12 shall be required to complete a ~~physical sports~~ examination once every two years, thereafter.

~~Vision Screening or Eye Examination~~

~~¶~~

~~The parent or guardian of a student who is 7 years of age or younger and is beginning an education program with the district for the first time shall, within 120 days of beginning the education program, submit a certification that the student has received:~~

~~¶~~

- ~~1. A vision screening or eye examination; and~~
- ~~2. Any further examination, treatments or assistance necessary.~~

~~The certification is not required if the parent or guardian provides a statement to the district that:~~

~~¶~~

- ~~1. The student submitted a certification to a prior education provider; or~~
- ~~2. The vision screening or eye examination is contrary to the religious beliefs of the student or the parent or guardian of the student.~~

~~Dental Screening~~

~~¶~~

~~The district shall file in the students dental health record any dental screening certifications and any results of a dental screening known by the district. The district will provide to the parent or guardian of each student, standardized information developed by the Oregon Health Authoritys dental director regarding dental screenings, further examinations or necessary treatments and preventative care including fluoride varnish, sealants and daily brushing and flossing.~~

~~¶~~

⁶ For more information regarding medical releases for students in grades 9-12, see OSAA rules.

⁷ “Health care professional” includes a chiropractic physician, a naturopathic physician, a psychologist, a physical therapist, an occupational therapist, a physician assistant or a nurse practitioner who is licensed or registered under the laws of Oregon.

~~The parent or guardian of a student who is 7 years of age or younger, and is beginning an education program with the district for the first time, shall submit a certification within 120 days of beginning the education program that the student has received a dental screening within the previous 12 months.~~

~~The certification is not required if the parent or guardian provides a statement to the district that:~~

- ~~1. The student submitted a certification to a prior education provider;~~
- ~~2. The dental screening is contrary to the religious beliefs of the student or the parent or guardian of the student; or~~
- ~~3. The dental screening is a burden for the student or the parent or guardian of the student in the following ways:~~
 - ~~a. The cost of obtaining the dental screening is too high;~~
 - ~~b. The student does not have access to an approved screener;~~
 - ~~c. The student was unable to obtain an appointment with an approved screener.~~

~~The certification may be provided by a licensed dentist, a dental hygienist or a health care practitioner as defined by state law. The certification must include the:~~

- ~~1. Student's name;~~
- ~~2. Date of screening; and~~
- ~~3. Name of entity conducting the dental screening.~~

~~The district shall submit to the Oregon Department of Education a report that identifies the percentage of students who failed to submit the certification for the previous year, no later than October 1 of each year.~~

~~If the district is causing the dental screening to be conducted, the district will follow the notice requirements in accordance with law.~~

END OF POLICY

Legal Reference(s):

~~ORS 326.580~~
~~ORS 336.211~~
~~ORS 336.213~~
~~ORS 336.214~~

~~ORS 336.479~~
~~ORS 336.485 - ORS 336.490~~
~~ORS 433.235 - 433.280~~
~~ORAR 333-019-0010~~

~~ORAR 333-050-0010 - 050-0120~~
~~ORAR 581-021-0017~~
~~ORAR 581-021-0031~~
~~ORAR 581-021-0041~~
~~ORAR 581-022-2220~~

McKinney-Vento Homeless Assistance Act, Subtitle VII-B, reauthorized by Title IX-A of the Every Student Succeeds Act, 42 U.S.C. §§ 11431-11435 (2018).

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2020-2024).

~~OREGON SCHOOL ACTIVITIES ASSOCIATION, OSAA HANDBOOK.~~

Forest Grove School District

Code: JHCCF
Adopted:

Pediculosis (Head Lice)

A student with a suspected case of head lice may be referred to designated trained staff for a screening. The screening will be done in a confidential manner by trained personnel.

School personnel will notify the parent or guardian of a student found with head lice and may provide information on treatment. The student will be allowed to remain in school.

[Suggested school measures for head lice provided in [Communicable Disease Guidance for Schools](#) issued by the Oregon Department of Education and Oregon Health Authority will be consulted.]

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

Forest Grove School District

Code: JHCCF
Adopted: 1/23/17
Revised/Readopted: 3/11/19
Orig. Code(s): JHCCF

Pediculosis (Head Lice)

(Version 1)

(Excludes a student with 10 or more live lice only; allows attendance of a student with nits and less than 10 live lice.)

A student with a suspected cases of head lice will be referred to the school nurse or designated appointee for assessment. A student found with live lice may be excluded from school. A parent or guardian will be notified and treatment will be requested. A student with multiple infestation¹ will be excluded immediately until treated. A students excluded from school that has been treated will be readmitted after an assessment by designated personnel and must be accompanied by a parent or guardian at the time of readmittance. The student may be subject to periodic checks.

The successful treatment of head lice requires a coordinated approach and may involve the use of antilouse products, combing and implementation of preventative measures recommended by health authorities. Treatment information will be provided by the district to the parents of students found to have contracted head lice.

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

END OF POLICY

Legal Reference(s):

¹Ten or more live lice are present on the student upon assessment by designated personnel.

[ORS 433.255](#)
[ORS 433.260](#)

[OAR 333-019-0010](#)
[OAR 437-002-0360](#)

[OAR 581-022-2220](#)

National Association of School Nurses, Pediculosis Management in the School Setting: Position Statement Revised 2011.
American Academy of Pediatrics: Position Statement on Head Lice 8-1-2012.
Centers for Disease Control and Prevention Head Lice Information for Schools 2011.

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Forest Grove School District

Code: JHCCF-AR
Revised/Reviewed: 9/25/06; 1/23/17; 1/08/18
Orig. Code: JHCCF-AR

Pediculosis (Head Lice)

(Excludes a student with 10 or more live lice only; allows attendance of a student with nits and less than 10 live lice.)

1. The district maintains a no live lice/lice free policy regarding head lice protocols.
2. All students with multiple infestation¹ of live lice must be treated and removed before the student may return to class. The application of a lice-killing product is recommended, followed by manual removal of as many nits as possible and an environmental cleaning.
3. All students infested with multiple infestation of live lice shall be excluded from school until the measures outlined in item 2. have been completed.
4. The parent shall accompany the student when they return to school where a designated staff member will inspect the student for lice.
 - a. First Inspection
 - (1) If upon inspection by designated staff a multiple infestation of live lice are present, the student will return home with the parent and will be excluded until all live lice have been removed.
 - (2) If nits (lice eggs) and less than 10 live lice are present, the parent is informed the student will return to class and be rechecked by designated staff in one week.
 - b. Second Inspection
 - (1) If upon inspection by designated staff a multiple infestation of live lice are present the student will be excluded until all live lice have been removed.
 - (2) If nits remain at this inspection, the parent will be informed that designated staff will recheck the student in another week.
 - c. Third Inspection
 - (1) If upon inspection by designated staff a multiple infestation of live lice are present, the student will be excluded until all live lice and nits have been removed.
 - (2) A referral will be made to a district nurse for parent education and support.
 - (3) If no live lice are found at this inspection the student will not be checked again unless another episode of infestation is reported.
5. It is the parent's responsibility to ensure an approved treatment has been initiated and the appropriate environmental cleaning is being conducted in the home.

¹Ten or more live lice are present on the student upon assessment by designated personnel.

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6. The district will provide educational resources to insure that parents are able to comply with and understand their responsibilities under Board policy JHCCF - Pediculosis (Head Lice) and this administrative regulation.
 7. A parent who identifies head lice on their student(s) at home should complete treatment prior to the readmission of their student, as required above. A parent is also encouraged to notify the school of their student's condition.

OSBA Model Sample Policy

Code: KBA-AR

Revised/Reviewed:

Public Records Request

{Highly recommended administrative regulation}

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

1. A public records request shall be submitted ~~through the district website (fgsdk12.org) in writing through the [district office] at [address] t.~~
2. Upon receipt of a written request, the district shall respond within five business days¹ acknowledging receipt of the request or completing² the district's response to the request.

If the district provides an acknowledgment of the request, it must:

- a. Confirm that the district is the custodian of the requested record;
 - b. Inform the requester that the district is not the custodian of the requested record; or
 - c. Notify the requester that the district is uncertain whether the district is the custodian of the requested record.
3. If the district is the custodian of the requested record, as soon as reasonably possible but not later than 10 business days after the date the district is required to acknowledge receipt of the request as described above, the district shall:
 - a. Complete its response to the public records request in accordance with ORS 192.329(2). If the district determines that a record is exempt from public disclosure, the district will include a statement to that effect and that the requester may appeal the decision pursuant to state law; or
 - b. Provide an email response ~~written statement~~ that the district is still processing the request and a reasonable estimated date by which the district expects to complete its response based on the information currently available.
 4. The time periods, established by Oregon law and identified above in Section 2 or 3, will not apply to the district if compliance would be impracticable because:
 - a. The staff or volunteers³ necessary to complete a response to the public records request are unavailable;

¹ "Business day" means a day other than Saturday, Sunday or a legal holiday, and on which at least one paid employee of the district is scheduled to and does report to work. Business day does not include any day on which the central administration offices of the district are closed.

² The district response to a public records request will be considered complete when it complies with criteria in Oregon law (ORS 192.329).

³ Staff member or volunteers who are on leave or are not scheduled to work are considered to be unavailable.

- b. Compliance would demonstrably impede the district's ability to perform other necessary services; or
- c. Of the volume of the public records request being simultaneously processed by the district.

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

- 5. The district may request additional information or clarification from the requester for the purpose of expediting the district's response to the request as permitted by law. If the district requests additional information or clarification, in good faith, the obligation to complete the request is suspended until the requester provides the requested information or clarification or affirmatively declines to provide the information or clarification. If the requester fails to respond within 60 days to a good faith request from the district for information or clarification, the district shall close the request.
- 6. If a copy of a public record is requested, the district will provide a single copy. If a request to inspect a public record is made and the record is maintained in a machine readable or electronic form, the custodian shall provide the record in the form requested, if available. If the public record is not available in the form requested, it will be made available in the form the record is maintained.
- 7. If a person who is a party to a civil judicial proceeding to which the district is a party or who has filed notice under Oregon Revised Statute (ORS) 30.275(5)(a) asks to inspect or to receive a copy of a public record that the person knows relates to the proceeding or notice, the individual must submit the request in writing to the designated custodian of district records and at the same time to the district's attorney.
- 8. Information will be made available to individuals with disabilities in an accessible format upon request and advance notice. Auxiliary aids and services available to qualified persons with disabilities may include large print, Braille, audio recordings, readers, assistance in locating materials or other equally effective accommodations.
- 9. Where the labor effort exceeds [30 minutes], labor, material and out-of-pocket charges will be ~~reimbursed to the district charged to the requester. Labor will be calculated at the hourly rate of the employee affected. Materials and out-of-pocket charges will be reimbursed at the established rate of [\$.25 per page].~~

[⁴] Costs will be as follows:

- a. Clerical time: ~~\$40~~50 per hour;
- b. Administrator time: ~~\$90~~120 per hour;
- c. Attorney time: ~~\$300~~335 per hour;
- d. Printing: \$0.25 per page.]

Auxiliary aids and services for qualified persons with disabilities will be available at no additional charge.

⁴ {ORS 192.324(7) requires the public body to include "the amounts of and the manner of calculating fees that the public body charges for responding to requests of public records." If the district does not have other written procedures which include this required information besides a KBA-AR, add this information here. Dollar amounts should be reviewed to reflect actual district costs.}

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

FOREST GROVE SCHOOL DISTRICT BOARD OF DIRECTORS MEETING

September 23, 2025

ITEM No.:	1	TYPE OF ITEM:	Presentation
TOPIC:	2024-25 Integrated Programs Annual Report		
PREPARED BY:	Dr. Suzanne West	WILL BE PRESENTED BY:	Dr. Suzanne West
DESCRIPTION OF AGENDA ITEM:			
<p>This annual report highlights the state's work to align and integrate multiple federal and state programs focused on improving student success. The Oregon Department of Education developed a single framework that combines planning, needs assessment, community engagement, budgeting, and evaluation, while maintaining the core purposes of each program. This integration is designed to strengthen monitoring, demonstrate long-term impact, and improve outcomes for students and educators.</p> <p>The integrated application includes:</p> <ul style="list-style-type: none"> High School Success (HSS) Student Investment Account (SIA) within the Student Success Act Continuous Improvement Planning (CIP) Career and Technical Education – Perkins V (CTE) Every Day Matters (EDM) Early Indicator Intervention Systems (EIS) Early Literacy Grant (ELG) 			

RECOMMENDATION:				
Presentation only.				
ADDITIONAL MATERIAL:				
Attached:	<u>Yes</u>		<u>No</u>	X
Available:	<u>Yes</u>	X	<u>No</u>	

**FOREST GROVE SCHOOL DISTRICT
BOARD OF DIRECTORS MEETING**

September 23, 2025

ITEM No.: 1

TYPE OF ITEM: Action

TOPIC: FGEA and FGSD Licensed Employee Agreement 2025-2028

PREPARED BY: Sarah Hamlin

WILL BE PRESENTED BY: Sarah Hamlin & Serena Fitz

DESCRIPTION OF AGENDA ITEM:

The Forest Grove Education Association (FGEA) and Forest Grove School District have completed negotiations and entered into a tentative agreement on the enclosed Licensed Educators Agreement 2025-2028.

The final updated agreement and a summary of changes are attached.

RECOMMENDATION:

The administration recommends that the Board approve the attached proposed three-year FGEA and FGSD Licensed Employee Agreement to be effective for school years 2025-2028.

ADDITIONAL MATERIAL:

Attached: Yes X No _____

Available: Yes X No _____



Summary of Changes for the 2025-2028 Licensed Educator Agreement



General Language Updates

Staff and employee were updated to *licensed educator*.

References to *he/him/she/her* were updated to *they/them*.

Superintendent was updated to *Superintendent or designee*, where appropriate.

Numbers were updated to a consistent format of word (numeral).

Article 1 Recognition

Clarified that Licensed Educators hired after the first contract day of the year may be hired in a temporary status.

Article 2 Negotiation Procedures

The District will publish the Agreement on the District website along with any MOUs that cover a majority of licensed educators.

The District will print a copy of the Agreement for any licensed educator that requests one.

Article 4 Association Rights

Additional language added to define new hires for attendance at the new teacher orientation at the beginning of each school year.

Added language that the District will maintain a list of new hires that are invited to new teacher orientation.

Added language to codify the monthly labor management meetings that take place between District Human Resources and representatives of the Association.

Article 5 Licensed Educator Rights and Responsibilities

Added clarification include contract expiration of extra duty assignments in the extra duty contract, provide 30 days' notice if a contract is terminated prior to the end of the contract, and state that federal and state taxes and district contributions are withheld from extra duty pay unless otherwise stated.

Updated the advanced notice for required meetings around disciplinary actions and investigations to specify 24 hours and state the licensed educator is entitled to have an Association representative present.

Article 6 Working Conditions

Add Martin Luther King Jr. Day as a paid holiday and change President's Day from paid holiday to non-contract day. The number of paid holidays remains the same.

The duty day before the first student day will be protected as preparation time at the

elementary level.

Added language that the Association will be included in the calendar committee process.

Added clarification around the work location and dates for flex days.

Clarified that of the 400 minutes of preparation time each week, elementary licensed educators should be allocated at least 30 minutes preparation on each student day.

Created guaranteed breaks for specialists at the elementary level at least every 4 consecutive sections.

Elementary licensed special educators with case management responsibilities are guaranteed 30 minutes per day of additional preparation time each day.

Licensed educators assigned as 504 case managers receive two additional hours of pay for each initial Section 504 evaluation/eligibility determination.

Clarified how Dual Language licensed educators receive their 10 additional hours of pay - in no less than two hour increments and prorated based on FTE or sections taught.

Added language that the District will notify the Association if changes to the instructional day are necessary and collaborate with the Association during the process.

Principals will notify elementary educators of the proposed date and time of the two required events that occur outside the duty day by September 15th.

Added protection for one hour of preparation time during Continuous Improvement Time (CIT) days prior to fall and spring conferences.

Codified that consideration will be given to the number of students who receive special education services, 504 Plan accommodations, and/or are learning English as a second or other language as classroom assignments are prepared.

Added language to allow the committee on class sizes to recommend class size and caseload guidelines. Additionally, added a list of options for class size or caseload relief.

Added the expectation that administrators and licensed educators jointly determine CIT within the school year.

Created a menu of possible supports for licensed educators in elementary blended classrooms.

Article 8 Vacancies and Transfers

Adjusted the language around the hiring process involving internal candidates.

New language allows for a discussion and sharing of preferences by licensed educators who

<p>are being involuntarily transferred.</p> <p>Added language protecting a day student-free or paying a day at the per diem when administrator-initiated changes in offices occur to recognize the time spent on office setup.</p>
<p>Article 10 Evaluation</p> <p>Removed evaluation platform-specific language and added reference to the Board Policy GCN/GDN Evaluation of Staff.</p>
<p>Article 12 Grievance Procedure</p> <p>Updated terms such as <i>building principal</i> to <i>immediate supervisor</i> to recognize situations where the building principal may not be the immediate supervisor.</p>
<p>Article 13 Classroom Control and Discipline</p> <p>New language creates procedures to support licensed educators in situations when a student is removed from the classroom due to physical aggression.</p> <p>Added the ability for licensed educators to request reimbursement for personal property damaged by students up to a limit.</p>
<p>Article 14 Paid Leaves of Absence</p> <p>References were made to Oregon regulations to define family members and to align the article with Oregon paid leaves in order to maintain consistency.</p> <p>Emergency Leave was removed in trade for an extra day of Personal Leave.</p> <p>Updates to Parental Leave were made to allow for more flexibility in the use of paid sick leave.</p> <p>If a licensed educator is injured by physical assault by a student, they may receive up to three days of paid leave if the injury qualifies for worker's compensation.</p> <p>Updates were made to create additional clarity around the sick leave pool.</p>
<p>Article 15 Unpaid Leave of Absence</p> <p>Only general language changes made as listed above.</p>
<p>Article 17 Site Based Decision Making and Professional Growth</p> <p>Updated the pool of available dollars to be consistent with up to 240 graduate quarter credits at the Portland State University rate.</p>
<p>Article 18 Salary</p> <p>Salary increases for the term of the contract were agreed upon as follows:</p> <ul style="list-style-type: none"> 2025-26: 3.75% increase 2026-27: 4.25% increase 2027-28: 4.00% increase <p>A National Board Certification stipend was added for renewals of the certificate.</p>

<p>Added District-funded payment of dues for American Speech-Language-Hearing Association dues for SpeechLanguage Pathologists who have earned their Certification of Clinical Competence.</p>
<p>Article 19 Extra Pay for Extra Duty</p> <p>Changed pay for Outdoor Education stipend to pay for four hours at the curriculum rate.</p> <p>Updated amounts for Site Council and Bilingual stipends and created structure for increases to be based on the annual percentage increase to base salary.</p> <p>Codified language that the District may deduct associated payroll costs from pass through disbursements to licensed educators.</p>
<p>Article 20 Extended Contracts</p> <p>Clarification was added that extended contracts expire annually and the time and purpose are defined by the immediate supervisor.</p>
<p>Article 21 Fringe Benefits</p> <p>District Benefit Premium Cap will update annually as follows:</p> <ul style="list-style-type: none"> 2025-26: \$1,595 per month 2026-27: \$1,650 per month 2027-28: \$1,705 per month <p>The Opt-Out stipend increased to \$400 monthly.</p>
<p>Article 22 Dues and Payroll Deductions</p> <p>Created consistency with Oregon law on how the district shares licensed educator information with the Association.</p> <p>Added additional charitable organizations to which licensed educators can contribute through payroll deduction, and allow additional charitable organizations if at least 10 licensed educators elect to contribute.</p>
<p>Article 24 Retirement</p> <p>Removed stipulation that licensed educators must have been employed prior to July 1, 2008 in order to receive a sick leave payout. Sets expectations for the process to request a payout.</p>
<p>Article 26 Health/Safety</p> <p>Language was added to create expectations that administration and Association representatives will review injury reports resulting from student behaviors and room clears and will work together to ensure a safe and inclusive learning environment.</p>



Licensed Educators
Agreement

between

Forest Grove
School District

and

The Forest Grove
Education Association

2025-2028



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APPENDICES:

2025-2026 SALARY SCHEDULE A

2026-2027 SALARY SCHEDULE B

2027-2028 SALARY SCHEDULE C

2025-2026 EXTRA DUTY SALARY SCHEDULE D1 & D2

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2027-2028 EXTRA DUTY SALARY SCHEDULE F1 & F2

LICENSED EDUCATORS AGREEMENT

SCHOOL DISTRICT NO. 15

PREAMBLE

This Agreement is entered into by and between the Board of Education on behalf of Forest Grove School District No. 15, Washington County, Oregon and the Forest Grove Education Association, hereinafter referred to as the "Association."

The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours, terms, and other conditions of employment for licensed educators included in the bargaining unit.

In consideration of the following mutual covenants, it is hereby agreed to as follows:

ARTICLE 1

RECOGNITION

- 1.1 The Board hereby recognizes the Association as the sole and exclusive collective bargaining representative on wages, hours, terms and other conditions of employment for all contracted full-time and part-time licensed personnel, school nurses, school psychologists, speech language pathologists, mental health specialists, occupational therapists and physical therapists hereafter referred to as licensed educators, employed by the District for the duration of the Agreement, with the exception of employees who are confidential, managerial or supervisory as those terms are defined in Oregon law and substitutes as defined below.
 - 1.1.1 Substitutes are those individuals employed to fill a short-term assignment of up to sixty (60) consecutive working days. If continued after the 60th consecutive working day, they shall become temporary licensed educators and shall be included in the bargaining unit. Consecutive days cannot be impacted by paid or unpaid sick leave, normal school holidays, days when schools are closed and/or any other conditions when substitute teachers are not required to appear in person at the school, per ORS 342.610.
 - 1.1.2 Temporary positions are those which are the result of a unit member being on leave for more than sixty (60) consecutive work days, or are grant-funded positions of one (1) work year or less. The District may hire licensed educators in a temporary status after the first scheduled contract day of the year in which they are hired.

ARTICLE 2

NEGOTIATION PROCEDURES

2.1 Notice

Written notice shall be provided by either party of intent to reopen negotiations by January 15, 2028.

2.2 Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.

2.3 Distribution of Agreement

There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the Association. As soon as reasonable after ratification of this Agreement by both parties, the District agrees to publish the Agreement on the District website and print a copy of this Agreement for each licensed educator who requests one.

2.3.1 The District will publish Memoranda of Understanding (MOUs) that cover a majority of or a classification of licensed educators on the District website.

ARTICLE 3

MANAGEMENT RIGHTS

- 3.1 The Board on its own behalf and on behalf of the electors of the District hereby reserves unto itself, except as modified in this Agreement, all powers, rights and authority, duties and responsibilities, conferred upon and invested in it by the laws and Constitution of the State of Oregon, including, but not limited to, the right:
 - 3.1.1 To exercise management and administrative control of the school system and its properties and facilities.
 - 3.1.2 To hire all licensed educators and, subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote and transfer all such licensed educators.

ARTICLE 4

ASSOCIATION RIGHTS

- 4.1 The Association shall have the right to transact official Association business on school district property, provided it does not interfere with or interrupt classes or other normal school and district operations. The Board may make a reasonable charge when special services are required beyond normal operation.
- 4.2 The Association may use the District courier and licensed educators' mailboxes and licensed educators' district email for communications of a routine nature so long as such communications are identified as Association materials, and such communications shall comply with District policies and state laws.
- 4.3 The Association will be provided with reasonable bulletin board space as determined by the principal of each building.
- 4.4 The Association, for the benefit of FGEA, will be allowed the use of necessary office-equipment at their normal sites, by qualified licensed educators at appropriate times, as approved by the office manager or building principal or representative. The Association will pay for all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof.
- 4.5 The president of the Association will be provided with a digital copy of the initial agenda and minutes of all Board meetings.
- 4.6 Upon request, the Association will be provided all public, nonconfidential information necessary for it to conduct negotiations and contract maintenance with the cost of making copies of such materials paid for by the Association. This shall not be construed to include personnel files.
- 4.7 State and National Association field personnel may contact licensed educators of the bargaining unit, except during class time, after reporting to the building office.
- 4.8 The Association will pay for any damage done to District buildings or equipment resulting from Council/ Association use.
- 4.9 The Association will be allocated one (1) hour during one (1) of the preservice new staff orientation days to meet with new hires. The time designated for the Association may include the meal period. The Association will bear any associated costs. All licensed new hires shall be invited to attend this one (1) hour orientation with the Association. Licensed new hires include licensed educators who have previously worked in other districts, licensed educators who have previously worked with Forest Grove School District, and licensed educators who have worked with Forest Grove School District in a different classification.
 - 4.9.1 The District shall maintain in a digital format and share with the Association, the contact and assignment information of all licensed new hires invited to attend new hire orientation and throughout the year. Shared information will include name, phone numbers, work and home email addresses, and personal mailing addresses known by the District.

- 4.10 Upon request, the Association will be allotted two (2) hours per year during inservice days consisting of one (1) hour during the inservice days prior to the start of school and thirty (30) minute increments at any Districtwide inservice meetings scheduled by the Administration.
- 4.11 Upon request, the Association will be allotted up to one (1) hour, during an inservice day prior to the start of school, to meet with educators who are in their second year in the District. This hour will be scheduled at a time that is mutually agreed upon by the District and the Association and may include the meal period.
- 4.12 The District will grant up to fifty (50) release days to local Association representatives for Association business. No more than thirty (30) of these days may be taken by any single unit member of the bargaining unit. Release time taken by the Association president that is regular or pre-scheduled, or District business such as bargaining or meetings with District administrators, shall not be counted against the fifty (50) day or thirty (30) day limitations. The Association shall reimburse the District for the cost of substitute(s) or temporary employee(s) (excluding health insurance costs) associated with Association leave.
- 4.13 Job descriptions shall be maintained by the District for all bargaining unit positions. The Association shall be notified of the creation of new job descriptions and/or modifications of existing descriptions.

4.14 Professional Issues Committee

The District and the Association will form a Professional Issues Committee for the purpose of sharing ideas and taking FGEA input about district professional development and instructional program changes. The committee will consist of four (4) representatives selected by the Association and four (4) administrators chosen by the District. In addition, the committee shall include the Director of Personnel or Superintendent's designee, and the Association President or designee. The committee is advisory and may take no action that is contrary to this Agreement without authorization from both the Board and the Association. The committee will meet a minimum of two (2) times annually, with at least one (1) of the meetings being prior to the adoption of the PD calendar.

4.15 Joint Assessment Review Committee

The District will convene a joint FGEA/FGSD committee to review and make recommendations about district and building assessments. The scope of review will be related to purpose, instructional efficacy, cost and quantity of assessments. The committee will consist of up to five (5) persons from each party, appointed by each party respectively, and will meet at least once annually. Final decisions regarding assessments reside with the District.

4.16 Labor Management Meetings

Representatives of the Association will meet with Human Resources and representatives of the District monthly for the purpose of resolving labor management concerns. Both parties will bring their items to the meeting for discussion and both parties will work in good faith to resolve issues.

ARTICLE 5

LICENSED EDUCATOR RIGHTS AND RESPONSIBILITIES

5.1 Just Cause Provision

No licensed educator will be disciplined without just cause, subject to the grievance procedure of this Agreement. Excluded from this provision are the dismissal and non-extension of contract educators, which are covered by the State Fair Dismissal Law, or the dismissal and non-renewal of probationary educators.

5.2 Extra-duty Notification

Extra-duty contracts are temporary, assigned on an annual basis, and expire at the end of each contract year. Notification of expiration will be provided in writing within the initial extra-duty contract each year. The District shall provide thirty (30) days notice prior to terminating a licensed educator's extra-duty contract, when termination is prior to the end of the extra-duty contract. Required state and federal taxes and district contributions are withheld unless otherwise stated.

5.3 Required Meetings and Hearings

Whenever any licensed educator is required to appear before an agent of the District for the express purpose of personally being investigated or notified of pending disciplinary action, the licensed educator shall be given advance written notice of at least twenty four (24) hours, unless waived by the licensed educator, and be entitled to have an association representative present.

5.4 Student Grades

Educators shall have responsibility in the first instance to determine the grades, competencies and other marks and ratings of their students. No grade shall be changed without the advance notice and opportunity for discussion with the educator involved. If the educator of record cannot be reached within two (2) weeks, and if the administrator believes a timely response is required, another educator on the teaching team and/or the department head will be contacted to review the available information. If, based on the above, an administrator changes a grade without the educator of record's approval, the new grade will be initialed by the administrator making the change and that administrator shall assume all responsibility for the change. Any grade change request that requires the unit member to do research, review materials or any other related activity and which occurs outside of the contract day or work year will be done only on a voluntary basis and paid at the curriculum rate.

5.5 Academic Freedom

The Board and the Association agree that academic freedom is essential to the fulfillment of the purpose of the District. It is the intent of the Board and administration to support licensed educators and defend them from censorship in their performance of instructional and related duties which are specified in the District-prescribed instructional programs. The District acknowledges the fundamental need that the unit member must be free to think and express ideas, free from undue pressure of authority, and free to act within their professional group and

in the performance of their job functions. Academic freedom is not an absolute and must be exercised with the responsibilities of the teaching profession, including:

1. A professional concern for the welfare, growth and development of children;
2. The method of instruction; and
3. A commitment to the democratic tradition and its methods.

5.6 Personal Life

The personal life of a licensed educator is not an appropriate concern of the District as long as it does not affect performance or position-connected relationships.

5.7 Equal Employment Opportunity

Equal employment opportunity and treatment shall be provided in hiring, retention, transfer, promotion and training of all licensed educators in accordance with applicable state and federal law, regardless of age, disability, national origin, race, religion, sexual orientation, gender, gender identity or marital status. Equal opportunity in hiring and advancement considerations will be based on positive organization needs and individuals' qualification for and/or performance of specific duties. If grievances filed under this section are not resolved at Levels 1, 2, or 3 of the grievance procedure they may not be appealed to arbitration, but the grievant has access to any other legal recourses.

ARTICLE 6

WORKING CONDITIONS

6.1 Work Year

6.1.1 The work year shall consist of no more than one hundred and ninety (190) paid days. This shall include the following five (5) paid holidays: Labor Day, Veterans' Day, Thanksgiving Day, Martin Luther King Jr. Day, and Memorial Day. Presidents Day and Juneteenth will be non-contract days.

6.1.2 The work year shall include at least eight (8) non-student days, with six and one-half (6 ½) of those days reserved for licensed educators to conduct their own grading, student assessment, or preparation to be scheduled as follows. The balance of non-student days will be reserved for professional learning:

Elementary

- Three (3) days during inservice week. One (1) of these days will be the day before the first student contact day.
- Two (2) for grading purposes throughout the year
- One and one-half (1 ½) at the end of the school year

Secondary

- Two (2) days during inservice week
- Two (2) for grading purposes throughout the year
- One (1) at the semester break
- One and one-half (1 ½) at the end of the school year

6.1.3 It is recognized that it is the responsibility of the Board to approve the annual school calendar. The District will include the Association in the calendar committee process. Prior to initial presentation to the Board, a proposed calendar will be shared with the Association for review and recommendation.

6.1.4 Licensed Educators may choose to work at their assigned location for up to eight (8) hours of optional licensed educator directed time, in no less than four (4) hour increments, at their per diem rate, during any of the following periods and subject to availability of classrooms/buildings.

Week prior to the in-service week

Thanksgiving break

Winter break

Spring break

The day following the last work day for licensed educators

6.1.5 Licensed elementary educators shall be provided three (3) hours, in one-hour increments, application time each year to be scheduled by the District on District full-day professional development days.

6.1.6 The district will provide time to develop and maintain learning management systems for positions in which it is required. Two (2) hours will be provided during the district

inservice portion of the days prior to the start of the school year or one (1) professional collaboration day and one (1) Continuous Improvement Time (CIT) day.

6.2 Work Schedule

- 6.2.1 The normal working day shall be eight (8) hours in length during the regular school term, including a continuous duty-free lunch period of not less than thirty (30) minutes exclusive of passing time. Licensed educators may leave the building during their duty-free lunch period provided they inform the school office of their absence and provided that no more than one-third ($\frac{1}{3}$) of the licensed educators are absent at the same time.
- 6.2.2 Scheduled beginning and ending times in each building shall be determined by the District. Licensed educators may make reasonable adjustments to their daily and weekly schedule, with the prior notice and approval of their building administrator or supervisor, as necessary to accommodate professional obligations and to meet personal needs.
- 6.2.3 On days preceding holidays or vacations, and on any day licensed educators are involved with later afternoon or evening school related functions, licensed educators may, upon the approval of the building principal, leave school at the latest student dismissal time.
- 6.2.4 During district time reserved for grading, licensed educators will have the ability to work remotely with approval of their building administrator or supervisor.
- 6.2.5 Elementary licensed educators shall receive a minimum of four hundred (400) minutes (prorated for part-time licensed educators) as preparation time per five-day week, including at least one (1) thirty (30) minute block during every student day. The four hundred (400) minutes shall include those periods during which their classes are receiving instruction from various teaching specialists, and this time will be in blocks of no less than thirty (30) minutes counting time both inside and outside the student contact day. This includes elementary specialists. Any loss of planning time shall be compensated under Article 19.4.
- 6.2.6 Middle school and high school licensed educators shall be provided four hundred (400) minutes of preparation time per five-day week, including one (1) full class period per day. Licensed Educators shall work with their administrator to find a mutually agreeable solution if there is any loss of preparation time. Any loss of planning time shall be compensated under Article 19.4.
- 6.2.7 Music educators, physical education educators, librarians, speech therapists, reading consultants, counselors, Teachers on Special Assignment (TOSAs), facilitators, instructional coaches and special education educators shall be provided with a duty-free lunch period and preparation time commensurate with other educators of the District.

The schedule at elementary schools shall reflect no more than four (4) consecutive sections for any specialist without a break of at least five (5) minutes between sections, except with the mutual agreement of the specialist and administrator.
- 6.2.8 Licensed educator assigned to multiple buildings

- 6.2.8.1 Licensed educators who travel shall not lose any of their thirty (30) minutes duty-free lunch period or any portion of their preparation time because of such travel. The District shall ensure that sufficient travel and set-up time is available for licensed educators who work at more than one (1) site. Mileage costs will be reimbursed at the current IRS rate at the time of travel. Such licensed educators who feel that adequate travel time is not present shall submit their concerns to the Director of Human Resources.
- 6.2.8.2 Licensed educators who are assigned to multiple buildings will have the ability to collaborate with their building administrator or supervisor to set and adjust their schedule to accommodate job expectations and stay within their contractual work week.
- 6.2.9 In addition to the preparation time provided in 6.2.6, secondary licensed educators assigned as department heads shall be compensated as per Level B of the extra duty salary schedule.
- 6.2.10 Licensed Educators assigned as Special Education Staff
- 6.2.10.1 Elementary Licensed special educators with case management responsibilities will be provided with thirty (30) minutes per day of preparation time in addition to the preparation time set forth in this article.
- 6.2.10.2 Licensed Educators assigned as special education staff shall receive two (2) hours per month of additional preparation time which shall be scheduled during the established Continuous Improvement Time (CIT). Total number of hours received will be prorated per FTE.
- 6.2.10.3 Licensed Educators assigned as special education staff shall receive an annual stipend equal to twenty (20) hours at the current curriculum rate. Total number of hours received will be prorated per FTE.
- 6.2.10.4 Licensed Educators assigned as special education staff shall not be assigned to before or after school duties in order to attend IEP meetings.
- 6.2.11 Licensed educators assigned as Section 504 Case Managers
- Licensed educators assigned as Section 504 Case Managers shall be offered two (2) additional hours for each initial Section 504 Evaluation/Eligibility Determination, paid at their per diem rate.
- 6.2.12 Licensed classroom teachers assigned to the District's Dual Language program shall be provided with up to ten (10) optional hours of work, in no less than two (2) hour increments, at their per diem rate. At the elementary level, the total number of hours received will be prorated per FTE. At the secondary level, the total number of hours will be prorated based on the number of Dual Language sections taught.
- 6.2.13 Licensed Educators assigned as ELD facilitators shall be provided with thirty (30) minutes per day of preparation time in addition to the preparation time set forth in this

article. In addition to the thirty (30) minutes per day, Licensed Educators with a caseload of 100-199, sixty (60) minutes per week of additional preparation time shall be provided. For Licensed Educators with a caseload of two hundred (200) or greater, one hundred twenty (120) minutes per week of additional preparation time shall be provided.

6.2.14 A building staff may propose modifications to their building schedule including adjusting the planning time and the instructional day under the following guidelines:

- 6.2.14.1 A building site council may recommend to the staff options for modification of the schedule that affects the length of instructional day or preparation time. The site council proposal must be reviewed by the Association and the District early in the process.
- 6.2.14.2 A building staff may propose to modify the schedule that affects the length of instructional day or preparation time with a staff majority of 75% of votes cast by written ballot.
- 6.2.14.3 More than one (1) building may team together to modify their building schedules that affect the length of the instructional day or preparation time when 75% of each affected building staff who votes supports the proposal by written ballot.
- 6.2.14.4 All proposals for change by a building staff or a group of building staff as outlined in Articles 6.2.14.1 or 6.2.14.3 shall be subject to approval of the Association and the District.
- 6.2.14.5 If the District determines that a change to the instructional day is necessary, it will notify the Association in writing. The District will collaborate with the Association, and bargain when required by law, to ensure compliance with legal requirements, fulfillment of contractual obligations, and to support the needs of both students and licensed educators.

6.3 Professional Duties Beyond the Classroom

Licensed Educators are expected to attend building and departmental meetings. Licensed educators may also be required to attend up to two (2) school events and programs that occur after the regular work day, including, but not limited to, open house, back to school night, and music performances. Principals shall notify Licensed Educators by September 15th of the up to two (2) required events. At the elementary level, this notification shall include the proposed date and time of each event. All other school related activities not falling within the confines of the normal eight (8) hour working day shall be completely voluntary. Any licensed educator declining to participate in such activities shall be free of reprisal.

TOSAs and Instructional Coaches will not be asked to attend meetings which may include discussion of their peers in an evaluative manner. In addition, they will not be placed in an assignment or given a task which challenges the legal obligation that they not evaluate, supervise or report about peers. Including the limitation that they will not be consulted for placement or assignment of peers. These limitations do not prohibit TOSAs from participating on interview teams.

6.4 Parent Conferences

When District-scheduled parent conferences are not held during the contract day they will be compensated on the basis of equal time given for time worked within the week in which they occur. Additionally, parent conferences held at any time, whether during or outside the contract day, will adhere to the same parameters as a normal contract day, including duty-free lunch and preparation time. Licensed elementary educators shall have one (1) hour of individual preparation time during CIT days as defined in Article 6.8 prior to fall and spring parent conferences.

6.5 Class Size

The Board shall make every effort in good faith to prevent excessive class enrollments, by equalizing the class loads within the school, by transferring students to another school or by adjusting student schedules. The Superintendent or designee shall meet with the Association President on or before October 15 to review class sizes and other class size-related information. The District will present disaggregated numbers when sharing this data. Special attention will be given to special educators in relation to the numbers and severity of their caseloads. Within a classroom, attention will also be given to the number of students who receive special education services, 504 Plan accommodations, and/or are learning English as a second or other language.

As needed, a committee shall be formed with representatives from the Association and the District to recommend class size and caseload guidelines. The committee will also present recommendations for class size and caseload relief including at least one (1) of the following options:

- a. Additional planning time;
- b. Extended contract;
- c. Additional classified support;
- d. Other supports mutually agreed upon between administrators and licensed educators;
- e. No relief due to a lack of resources.

6.6 Equipment Recommendations

The licensed educators in each elementary building shall select three (3) of their Licensed Educators to annually make recommendations on equipment needs to the building principal.

6.7 Notification of Assignment

Licensed Educators shall be notified by June 1st of their tentative assignment for the next school year. Licensed educators who are notified of a change of assignment (voluntary or involuntary) after August 1st will be given student free work days in accordance with the provisions of Article 8.

6.8 Continuous Improvement Time (CIT)

A total of ten (10) Continuous Improvement Time (CIT) meetings within a school year will be jointly determined between administrators and licensed educators and used for collaborative work, including activities such as discussing instructional strategies, analyzing student data, curriculum planning, collaborative team planning, research relevant to classroom instruction,

assessments, curricular implementation and/or other School Improvement Plan (SIP) initiatives. These days are not intended to be used for individual planning or preparation time without prior approval from the principal.

At the beginning of the year, the department chair/grade level/data team/PLC leads, or designated representatives, will work with the principal to discuss a mutually agreed upon calendar for these days.

- 6.8.1 Elementary PE and Music Specialists will be able to use three (3) CIT sessions per year to meet as a department across the district. These dates will be set during the inservice days prior to the start of the school year.
- 6.8.2 Secondary CTE educators will work with their building administrator to use some PLC time to work on Program of Study compliance.
- 6.8.3 Specialists, SpEd Educators, and School Counselors may request an explanation of how Professional Development/CIT is relevant to their job assignment and/or request to be excused.

6.9 Discretionary Release Time

Licensed educators who deliver Special Education Services may request substitute release time for the purpose of completing tasks such as paperwork, testing and collaboration with instructional assistants, to be approved on a case-by-case basis by the Special Education Department or supervisor.

6.10 Elementary Blended Classrooms

Elementary educators assigned to blended classrooms will receive additional supports which, shall include, upon request, one (1) of the following:

- a. Additional planning time;
- b. Extended contract;
- c. Additional classified support
- d. Schedule coordination that allows unit members to teach only one (1) level of math and one (1) level of language arts.
- e. Other supports mutually agreed upon between administrators and licensed educators.

Elementary classroom educators will collaborate with their administrator to identify supports. The administrator shall make the final determination.

ARTICLE 7

REDUCTION IN STAFF

- 7.1 The District shall make every reasonable effort to transfer licensed educators assigned to programs scheduled for discontinuation to other positions for which they are qualified. Whenever a layoff occurs, it is the obligation of the District to transfer and reassign qualified licensed educators so that, at all times possible, the most senior qualified licensed educators are retained, except in situations where the District utilizes competence or merit as defined below.
- 7.2 In the event the District, in its discretion, determines that a layoff is necessary, then it will determine the licensed educators to be retained by means of the following criteria:
- 7.2.1 A determination of whether the licensed educators to be retained hold the proper license and endorsement to fill the remaining position(s);
 - 7.2.2 A determination of the seniority of the licensed educators to be retained and
 - 7.2.3 A determination of whether the District is required to utilize cultural and/or linguistic expertise in accordance with ORS 342.934.
 - 7.2.4 A determination of the competence or merit of a licensed educator being retained if the District desires to lay off another licensed educator with greater seniority.
 - a. If the District desires to retain a licensed educator with less seniority than a licensed educator being released under this section, the District will determine that the licensed educator being retained has more competence or merit than the licensed educator with more seniority who is being released.
 - b. Nothing in paragraph 7.2.4 shall be construed to limit the operation of paragraph 7.2.1 that is, the requirement that a retained licensed educator possess the license and endorsement to fill the remaining position.
- 7.3 Seniority shall be defined as the licensed educator's total length of continuous service in the District. Seniority will be computed and accrued from the licensed educator's most recent date of actual service related to their job description in a position covered by the collective bargaining agreement, and shall continue to accrue during approved leaves.
- 7.4 For the purpose of this Article, the term "competence" shall mean the ability to teach a subject or grade level based upon recent teaching experience related to that subject or grade level within the last five (5) years, or educational attainments, or both, but not based solely upon being licensed to teach a subject or grade level. A "grade level" shall mean elementary, or middle school, or high school-level experience. A "subject matter" includes specialized areas of endorsement, as well as ESL or bilingual instruction, alternative education, technology, computers, etc. The ability to speak an appropriate second language may be considered as an alternative measure of competence for educators beginning service with the District in 1997-98 or thereafter.

- 7.5 For the purpose of this Article, the term "merit" shall mean the measurement of one (1) licensed educator's ability and effectiveness against the ability and effectiveness of another licensed educator's, as determined by the District through its evaluation procedure.
- 7.6 Notice of any layoff shall be furnished by the District to the Association and to any affected licensed educator(s) as soon as possible and at least thirty (30) calendar days before the layoff is scheduled to occur. The notice shall be in writing, shall list the reasons for the layoff and shall indicate the date upon which the layoff is scheduled to occur.
- 7.7 The District will at all times maintain a current seniority list in its personnel office. This seniority list will be available for inspection during regular working hours by the Association and by licensed educators.

7.8 Recall

If, within twenty seven (27) months of a layoff, a vacancy occurs within the District for which a laid off licensed educator is qualified, licensed and endorsed as per Section 7.2 to 7.5 above, the recall procedure outlined below will be followed:

- 7.8.1 At the time of layoff, the District shall provide for laid off licensed educators to express in writing a desire to return to the District. The District shall also receive the licensed educator's address for recall notification. In the event of a recall, the District shall notify the licensed educator who has expressed a desire to return to the District of the recall by certified mail, return receipt, sent to the last address given by the licensed educator to the District office. The licensed educator will have fifteen (15) calendar days from the date of mailing to notify the District of intent to return. The licensed educator must thereafter report on the starting date specified by the District provided that this will not be less than fourteen (14) days from the date the notice of recall was received, or lose all recall rights.
- 7.8.2 All benefits to which a licensed educator was entitled at the time of layoff, including unused accumulated sick leave, will be restored to the licensed educator upon the licensed educator's return to active employment, and the licensed educator will be placed on the proper step of the salary schedule for the licensed educator's current position according to the licensed educator's experience and education. A licensed educator will not receive increment credit for the time spent on layoff nor will such time count toward the fulfillment of time requirements for acquiring contract status. Licensed educator benefits do not accrue during the time of layoff.
- 7.8.3 licensed educators covered by this Article will have the option to continue insurance programs at their own expense while on layoff status subject to the approval of the insurance carrier, and in accordance with the administrative guidelines established by the District.
- 7.8.4 Any unit member who accepts recall to a position of lower FTE than they held at the time of layoff shall retain recall rights to a position at their higher level of FTE for the remainder of the original twenty seven (27) month recall period.
- 7.8.5 In determining which licensed educator(s) to recall, the District will consider the criteria set forth in paragraph 7.2 above. Any licensed educator who does not accept a recall for a second time will lose all further recall rights and will be deemed to have resigned from

District employment. Any licensed educator not recalled pursuant to this Article within twenty seven (27) months of layoff will be deemed to have resigned from District employment.

- 7.8.6 Any licensed educator who is non-renewed or dismissed for the same, and only the same, reason or reasons which the District could have used to conduct a layoff under this Article, will be afforded reemployment rights in accordance with the recall provisions of this Article.
- 7.8.7 Licensed educators covered by this Article will be given first consideration for substitute teaching; such will not affect licensed educator recall rights.
- 7.9 Nothing in this Article shall be construed so as to interfere with the District's right to dismiss a contract licensed educator pursuant to the provisions of the Fair Dismissal law or to dismiss or non-renew a probationary licensed educator pursuant to ORS 342.835.
- 7.10 Any appeal from the District's decision on layoff or recall pursuant to this Article shall be by means of a grievance filed pursuant to the Article on Grievance Procedure, using the standards in ORS 342.934(7). The decision of the arbitrator will be final and binding on all interested parties as long as the arbitrator's decision is within their jurisdiction

ARTICLE 8

VACANCIES AND TRANSFERS

8.1 Vacancies and Voluntary Transfers

8.1.1 Definition

A vacancy shall be defined as a new or existing bargaining unit position that is unfilled after assignments have been made within a building or department and involuntary transfers have been completed.

8.1.2 In-Building

At the elementary level, if grade level changes need to be made within a building, all licensed educators will be made aware of the options and given an opportunity to discuss their desired changes with the principal. At the secondary level, and for specialists, the applicable administrator or supervisor will establish a process for determining staff interest for possible change of assignment in-building or within a specialist group.

8.1.3 Posting

When a vacancy occurs in a position covered by the collective bargaining agreement, a notice of vacancy will be posted on the District website for a minimum of five (5) business days.

8.1.4 In-District Application for Vacancy

All qualified internal licensed educators who apply for a vacancy will be screened for an interview. The hiring committee will interview a minimum of four (4) qualified internal candidates for each position, if that many apply. When possible, a minimum of one (1) licensed educator will be included on both the screening and hiring committees. All District licensed educators who wish to apply for a vacancy will have the option to complete an abbreviated internal application.

Licensed educators that interview for posted positions will receive notification of action taken when the position is filled. If the licensed educator doesn't get the position and requests it, they will receive the reasons from the hiring administrator.

This subsection does not apply when the position being filled is temporary. The district reserves the right to contract with an agency for specialty positions when hiring processes result in a failed search or when mid-year vacancies occur.

8.2 Involuntary Transfers and Change of Assignment

8.2.1 For purposes of this article, an involuntary transfer shall be defined as the change of an licensed educator's work site from one (1) building to another, contrary to the stated wishes of the licensed educator. An involuntary change in assignment shall be defined at the elementary level as a change in a licensed educator's assigned grade level if the

licensed educator has not taught that grade level during the past three (3) years, any grade level change that occurs after the start of the school year or a 50% or more change in assigned content, if after the start of the year. An involuntary change in assignment at the secondary level, or for specialists at all levels, shall be defined as a change in an n currently assigned area of endorsement that is required by the District, if the licensed educator has not taught in that area of endorsement within the past three (3) years or if more than 50% of the assignment changes after the start of the year.

8.2.2 If the District determines that an involuntary transfer is necessary or desired, the affected licensed educator shall have the opportunity to discuss the transfer with the appropriate administrator and express their preferences. Every effort will be made to notify the educator prior to informing other non-administrative staff members. When possible, the licensed educator will be given the opportunity to visit the new assignment prior to the transfer.

8.2.3 If a licensed educator is involuntarily transferred or has an involuntary change in assignment, the following will be provided in addition to physical assistance to accomplish the move:

8.2.3.1 If a transfer between buildings occurs prior to the start of the work year the licensed educator will be provided one (1) student-free work day or an equivalent amount of compensation at their daily rate.

8.2.3.2 If a transfer between buildings occurs after the start of the work year the licensed educator shall receive two (2) to five (5) student-free workdays to complete the transfer, as determined by the administrator after consultation with the licensed educator. The licensed educator may elect either substitute time or compensation at their daily rate.

8.2.3.3 For an involuntary change in assignment the licensed educator shall be provided with three (3) student-free workdays or an equivalent amount of compensation at their daily rate. The licensed educator may elect either substitute time or compensation.

8.2.4 In the absence of special circumstances, no licensed educator shall be subject to an involuntary transfer more than two (2) times within any five (5) year period of time.

8.2.5 Each year, the District will share the list of involuntarily transferred licensed educator, and the reasoning for those transfers, with the Association.

8.3 Classroom or Office Relocations

For any administrator-initiated change in classroom after the start of a school year there will be provided two (2) student-free work days or an equivalent amount of compensation at the licensed educator's per diem rate. For any administrator-initiated change in office after the start of the school year there will be provided one (1) student-free work day or an equivalent amount of compensation at the licensed educator's per diem rate. For any administrator-initiated change in classroom prior to the start of a school year, the licensed educator shall be provided with up to eight (8) hours of time at their per diem rate, to be determined at the discretion of the administrator.

ARTICLE 9

COMPLAINT PROCEDURE

- 9.1 If a complaint is made against a licensed educator to the administration, and if the administrator plans to make a record of the complaint and use it in evaluation or is placed in the licensed educator's personnel file, the following procedure must be followed:
 - 9.1.1 A conference shall be held with the licensed educator within thirty (30) calendar days after the complaint is made to the administration.
 - 9.1.2 The licensed educator shall be provided with the name of the complainant, date of the behavior complained of and any related written documents.
- 9.2 The licensed educator may have a union representative present at the conference.
- 9.3 If discipline results, the District will follow Article 5.1, Just Cause.
- 9.4 Any such complaint which the administration chooses not to discuss with the licensed educator or which is not discussed within the required time, or if the complainant's name is not provided, shall not be considered in the licensed educator's evaluation and shall not be used against the licensed educator in any subsequent action by the District.
- 9.5 Unsubstantiated claims which rise to the level of being processed through the formal District complaint process, or for which an investigation has occurred, will be documented as unsubstantiated and retained by the District.

ARTICLE 10

EVALUATION

- 10.1 The Board has the authority and responsibility to develop policy as to evaluations and may make such changes as it deems necessary thereto and prior to the commencement of the school year. No changes can be made without consulting with and receiving input from the Association. Evaluation is a function and responsibility of the administration. The District, in conformance with the provisions of ORS 342.850, has adopted a policy on evaluation for licensed educator entitled Evaluation of Staff (Policy GCN/GDN).
- 10.2 All required Student Learning Growth Goals will originate with the licensed educator and be developed in collaboration with the administrator. Time will be provided to develop Student Learning Growth Goals during at least two (2) CIT periods, one (1) of which will be a professional collaboration day.
- 10.3 Procedures
- 10.3.1 At the beginning of the school year, all new licensed educators will be provided with digital access to evaluation policies, procedures, criteria, and forms. All licensed educators will receive notification if changes are made to such materials.
- 10.3.2 A pre-evaluation conference shall be arranged, at least in part, to establish performance goals for the licensed educator based upon job description and performance standards.
- 10.3.3 All evaluations shall be in writing and based upon written criteria which include the performance goals. No changes in criteria can be made without consulting with and receiving input from the Association.
- 10.3.4 The observation and evaluation cycle for probationary and temporary licensed educators should normally be completed no later than March 15 of each school year.
- 10.3.5 The observation and evaluation cycle for licensed educators should normally be completed no later than June 15 or the licensed educator's last work day of each evaluation cycle.
- 10.3.6 If a plan of assistance is determined by the District to be necessary, it will be implemented in consultation with the licensed educator.
- 10.3.7 The evaluation form selected by the District after consulting with the Association should be completed for all licensed educators and maintained by the District office.
- 10.3.8 No licensed educator shall be placed on a plan of assistance for improvement based solely upon standardized test scores.
- 10.3.9 The Association shall be notified of all licensed educators placed on a plan of assistance, unless the licensed educator is opposed to such notice.
- 10.4 Peer assistance, when used, will be implemented in a manner consistent with ORS 342.850.

- 10.5 No licensed educator shall be evaluated on their ability to speak a second language unless it is a condition of employment at the time of hire or a stated requirement of the position to which the licensed educator is assigned.

ARTICLE 11

PERSONNEL FILES

- 11.1 Licensed educators will have the right, upon request, to review the contents of their personnel file and to be accompanied by a union representative of their choice. This file shall contain materials relevant to the licensed educator's employment exclusive of matters relating to the processing of grievances and shall be the sole repository of such materials.
- 11.2 No disciplinary action, reprimand, evaluation, or complaint will be placed in a licensed educator's personnel file unless the licensed educator has had an opportunity to review the materials. The licensed educator will acknowledge they have had the opportunity to review such material by affixing their signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the content thereof. If the licensed educator refuses to sign, the administrator shall include a statement to that effect and file the material. The statement shall include only the fact that the licensed educator refused to sign, the date, and shall be witnessed by a third party.
- A licensed educator may attach a rebuttal to any document included in the licensed educator's file.
- 11.3 The Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, and will maintain only such other working files as necessary, which will be available for inspection by any affected licensed educator on request.
- 11.4 At least once every two (2) years, a licensed educator will have the right to indicate those documents and/or other materials in their file which they believe to be obsolete or otherwise inappropriate for retention. With the approval of the superintendent or designee, such documents will be destroyed but in no case may any evaluation or disciplinary document be deleted.

ARTICLE 12

GRIEVANCE PROCEDURE

12.1 Purpose

The purpose of this procedure is to solve grievances and every effort shall be made to settle such grievances at the lowest possible step of this procedure.

12.2 Definitions

12.2.1 Grievance

A grievance is defined as a difference of opinion by a licensed educator(s) regarding:

12.2.1.1 The meaning, interpretation or inequitable application of this Agreement.

12.2.1.2 The interpretation, application or violation of District policies or administrative decisions affecting the working conditions of licensed educators which are not covered by this Agreement. Such a grievance shall be processed only through Step 3 (as defined in Article 12.5.3) and the Board's decision shall be final and binding.

12.2.2 Grievant

A grievant is a licensed educator(s) claiming a grievance.

12.2.3 Party-in-Interest

A party-in-interest is the person(s), either the licensed educator(s) making the claim and the Board and/or its representatives, who might be required to take action or against whom action might be taken in order to resolve the claim.

12.2.4 Group Contractual Grievance

A group contractual grievance is a grievance as defined in 12.2.1.2 and which affects a group or class of licensed educators. Upon request of two (2) or more affected licensed educators such a grievance may be submitted on behalf of the group or class by the Association. In such a grievance the Association shall be considered a party-in-interest.

12.2.5 Days

The term "days" when used in this Article shall, except where otherwise indicated, mean normal District business days.

12.2.6 Immediate Supervisor

"Immediate Supervisor" is the one who has direct administrative or supervisory responsibilities over the grievant in the area of grievance.

12.3 Miscellaneous Provisions

12.3.1 Representation

Any grievant may be accompanied at all steps of this procedure by an Association representative as determined by the Association. Should the unit member choose not to have a representative, the Association has the right to participate in the grievance proceedings, and the District will notify the Association of all such meetings.

12.3.2 Non-Reprisal

No reprisals of any kind shall be taken against any licensed educator by reason of participation in the grievance procedure.

12.3.3 Meetings and Hearings

Subject to the Public Meetings Law, all meetings and hearings under this procedure shall not be conducted in public and shall include only such parties-in-interest and Association representative(s), heretofore referred to in this procedure. An open hearing will be held if requested by the grievant. Every effort will be made by all parties to avoid interruption of classroom and any other school-sponsored activities.

12.4 Operating Limits

12.4.1 Time Limits

Failure to file a written grievance twenty-five (25) days after the facts upon which the grievance is based first occurred or first should have become known to the grievant shall be considered as a waiver of the grievance.

12.4.1.1 Failure of the District to follow the agreed upon time limits shall allow the grievance to be appealed automatically to the next step of the procedure.

12.4.1.2 All parties should attempt to complete the procedure by the end of the school year. The parties shall make a good faith effort to shorten the number of days provided at the various steps in order to finish by the end of the school year and avoid, if possible, carrying the process into the summer period or the following school year.

12.4.1.3 Time limits may be extended by mutual agreement in writing.

12.4.2 Written Decisions

All written decisions rendered after the informal level shall contain the reasons for the decision and shall be transmitted within the time limits to all parties-in-interest.

12.5 The Procedure

Grievances will be processed in the following manner and within the stated time limits:

- 12.5.1 Step 1 The grievant shall promptly attempt to resolve the grievance informally with their immediate supervisor. If the grievance is not resolved informally, it shall be reduced to writing by the grievant who shall submit it to the immediate supervisor.
- 12.5.1.1 The written grievance shall give a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issues involved, the agreement provisions or policies involved and the relief sought. The immediate supervisor shall respond in writing within a period of five (5) days following receipt of the grievance.
- 12.5.2 Step 2 If the grievance is not settled in Step 1 and the grievant wishes to appeal the grievance to Step 2, they may appeal the grievance in writing to the Superintendent or designee within ten (10) days after receipt of the immediate supervisor's written answer.
- 12.5.2.1 Appeals to the Superintendent or designee shall be heard by the Superintendent or designee within ten (10) days of receipt of the appeal. Written notice of the time and place of hearing shall be given not less than five (5) days prior to the parties-in-interest if requested by the aggrieved party.
- 12.5.2.2 The Superintendent or designee shall give a written answer no later than five (5) days after the day of the hearing.
- 12.5.3 Step 3 A grievance not settled at Step 2 may be appealed to the Board, by letter, directed to the Chair of the Board, within five (5) days after receipt of the Superintendent's or designee's written answer. The Board will, at the next scheduled meeting, not more than fifteen (15) days following an appeal, conduct a hearing in executive session and render a decision within ten (10) days thereafter. The grievant may be represented by an Association representative.
- 12.5.4 Step 4 Limited to grievances over the alleged violation of this Agreement.
- 12.5.4.1 Within fifteen (15) days of the decision at Step 3, the Association may submit the grievance to arbitration. The notices shall be in writing and delivered to the Superintendent or designee(s).
- 12.5.4.2 The arbitration hearing shall be in accordance with the rules of the American Arbitration Association. The Employment Relations Board (ERB) will be asked to supply a list of seven (7) arbitrators who are members of the AAA's Labor Panel. The parties will select an arbitrator from that list by striking alternately.
- 12.5.4.3 The arbitrator shall have no power to add to, subtract from, modify or amend any terms of the Agreement. The arbitrator shall have no power to substitute their discretion for that of the Board in any matter not specifically contracted away from the Board.
- 12.5.4.4 The arbitrator shall confer with the representatives of the District and the Association and hold hearings promptly. The arbitrator shall issue their decision in writing within thirty (30) days of the close of the hearing. The

decision shall set forth the findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator's decision shall be submitted to the parties-in-interest and shall, within the scope of the arbitrator's authority, be final and binding on both parties.

12.5.4.5 The parties will equally share the cost of the arbitrator's fee and the cost of the hearing room, if any.

12.6 Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of the participants.

ARTICLE 13

CLASSROOM CONTROL AND DISCIPLINE

- 13.1 While educators and administrators have a shared responsibility for student discipline, educators bear the primary responsibility within the classroom.
- 13.2 Safety and fostering appropriate student behaviors are important priorities, requiring the mutual effort of licensed educators and administrators to ensure a safe and inclusive learning environment. The District will ensure that all buildings have a discipline plan in place which lists protocols and available classroom supports, including a specific plan for communication between educators and the office when students are temporarily removed from the learning environment. All licensed educators will have an opportunity for input into the building discipline plan, with an opportunity to suggest revisions for the following year. This plan will be discussed with all building staff during August in-service week each year and will be implemented when students arrive.

13.3 Procedures for Disruptive Student Behavior

Response to Disruptive Student Behavior

When, in the judgment of the licensed educator, a student's behavior seriously disrupts the instructional program to the detriment of other students, the licensed educator shall have the right to temporarily remove the student from the classroom and refer them to the principal or other designated representative for appropriate action. The licensed educator shall be provided with timely feedback about the outcome of written office referrals as outlined in each building discipline plan per article 13.2.

13.4 Procedures for Student Physical Aggression

The district will implement and communicate a standardized safety and prevention system for students and staff that includes, but is not limited to, progressive disciplinary measures, wrap-around services, threat response, and/or law enforcement support.

13.4.1 Response to Student Physical Aggression

When a student's behavior threatens the safety of others by engaging in physical aggression or engages in a threat of physical violence towards a licensed educator or student, the licensed educator shall send the student to the building's designated location pursuant to protocols as described by the building's student discipline plan.

Upon sending the student, the licensed educator shall communicate the incident to the administrator or designee. The licensed educator shall submit a written referral to the administrator or designee as soon as possible and no later than the end of the day.

13.4.2 Behavior Expectations Prior to Readmission

Before being readmitted to any class, the student shall have clearly identified behavior expectations, which shall be communicated in writing by the administrator or designee to all licensed educators responsible for teaching the student.

13.4.3 Conference Option

At the request of the licensed educator a conference may be held with the licensed educator, the student's parent(s)/guardian(s) and the administrator.

13.4.4 Support During Incidents

When requested, building administration or a designee will be physically present to offer support when an incident is reported involving physical student aggression.

- 13.5 The District shall develop and communicate a protocol for addressing disciplinary situations or extreme student behaviors when there is no administrator available. Such procedures shall be subject to review and comment each year by the staff of each building.
- 13.6 Impacted licensed educators will be apprised of student disciplinary incidents or history that may impact learning and safety in accordance with state and federal law.
- 13.7 Administrative support for licensed educators filing DHS or police reports related to students shall be provided upon request.
- 13.8 Reimbursement for personal property damaged by students

The District shall reimburse licensed educators up to \$350 for the reasonable cost of any clothing or other personal property damaged or destroyed as a direct result of actions taken against their person or intentional acts of property destruction. Incidents occurring outside the scope of professional duties—such as accidental damage in a parking lot or vandalism of personal property at a licensed educator's home—are not eligible for reimbursement. In cases when a licensed educator's personal property (such as a cellphone, watch, glasses, etc.) exceeds this amount, the Human Resources Director or designee shall review the incident and may decide to reimburse at a higher amount.

ARTICLE 14

PAID LEAVES OF ABSENCE

14.1 Family Member Definition

For the purposes of this agreement, "family member" is defined by OAR 839.009.0210.

14.2 Sick Leave

14.2.1 The District shall allow ten (10) days of leave with pay per school year for personal illness or injury of the licensed educator, or for any other reason set forth in the Oregon Sick Time Law (ORS 653.601 - 653.661). "Family member" is defined as specified in OAR 839.009.0210.

14.2.2 Sick leave accumulation shall be unlimited. Sick leave shall be credited to each licensed educator at the beginning of each school year. A certificate by the licensed educator's attending physician or practitioner that illness or injury prevented the licensed educator from working may be required for sick leave in excess of five (5) consecutive school days.

14.2.3 Part-time licensed educators and those who begin service after the beginning of the school year will receive sick leave pro-rated to the nearest half day.

14.2.4 Disability due to pregnancy will be considered within the definition of illness or injury in 14.1.1 above.

14.2.5 A licensed educator who has accumulated sick leave in another Oregon school district shall be allowed to transfer such accumulated leave, not to exceed seventy five (75) days, provided the licensed educator has completed thirty (30) working days in the Forest Grove School District.

14.2.6 Licensed educators may use one (1) day of sick leave per year for licensed educator wellness.

14.3 Parental Leave

Parental leave will be granted subsequent to the birth or adoption of a child under the age of six (6) in accordance with Oregon law. Licensed educators shall be allowed to use 100% of their own sick time while on parental leave. The District will pay for the licensed educator's insurance premium.

A licensed educator shall be able to use their own sick time to extend their parental leave after PFML has been exhausted to do one (1) of the following:

14.3.1 Return at the beginning of the next grading period or the first working day following winter break or spring break, following the birth or adoption of a child; and/or

14.3.2 In case of a childbirth or adoption during the last quarter of the school year, the licensed educator will have the option of returning the fall of the next school year

14.3.3 Licensed educators will notify the district of the intent to use sick time for the purpose of extending parental leave as noted in 14.3.1 and 14.3.2 at the time they apply for parental leave, except in emergency or unforeseen medical circumstances.

14.4 FMLA/OFLA/PFML

The appropriate leaves under Family Medical Leave will be granted to eligible licensed educators in accordance with FMLA/OFLA/PFML laws. The District will pay for the licensed educator's insurance premium to the extent required by the Federal Family Leave Act for those weeks used for such eligible leave. Leave years for OFLA/FMLA/PFML begin on Sunday preceding the first day of qualified leave. Licensed educators shall be allowed to use 100% of their own sick time while on OFLA/FMLA/PFML leave, in accordance with Oregon and/or Federal law.

14.5 Bereavement Leave

14.5.1 The District will allow up to five (5) days with pay per death for the bereavement of a family member (as defined by Article 14.1), including pregnancy loss. Licensed educators may access additional bereavement leave as provided for in OFLA.

A licensed educator may be granted up to three (3) days additional bereavement leave upon approval of the Human Resources Department. At the decision of the licensed educator, sick time may be used or the licensed educator will be charged the total cost to the District for a substitute teacher.

14.5.2 The District will allow one (1) day with pay per death for a family member not included in OAR (OAR 839.009.0210).

14.6 Personal Leave

14.6.1 Licensed Educators will be allowed three (3) days personal leave each year usable in not less than one half (½) day portions and subject to the limitations stated herein.

14.6.2 Approval must be secured in advance or as soon as practicable if the nature of the need for the leave precludes approval in advance. This leave may not be used to extend a vacation or holiday.

14.6.3 No more than 10% of the licensed educators in any building may be on personal leave on a given day, except per administrative approval.

14.6.4 Licensed educators may "roll over" up to one (1) day of unused personal leave for use from one (1) year to the next. No licensed educators may accumulate or use more than four (4) days of personal leave in any single year. Each year, any unused personal leave that cannot be rolled over will be banked for retirement payout per Article 24.

14.7 Temporary Military Leave

The District agrees to release time for licensed educators called into temporary active duty of any unit of the United States Reserve or the State National Guard in accordance with the state and federal statutes.

14.8 Jury Duty/Court Appearances

Licensed educators drawn for jury duty or required to appear pursuant to court orders shall receive on a pro rata basis, compensation from the District equal to the difference between any fee received from a court and their salary. It shall be the responsibility of the licensed educator to report fees received to the District payroll office.

14.9 Injury on Duty

The District will follow the provisions of ORS 656.240 with respect to sick leave deductions for an occupational illness or injury.

14.9.1 Leave Resulting from Physical Assault

A licensed educator absent from work due to injury that is the result of a physical assault by a student while acting in their capacity as an educator for the District, will receive compensation for up to three (3) days of pay at the licensed educator's per diem rate, per instance. In order to qualify for such compensation, the licensed educator must have an accepted Workers' Compensation claim associated with that injury.

14.10 Professional Leave

Licensed educators may be granted leave with pay to attend educational conferences or to visit other classrooms. Licensed educators will make requests for such leave through the building principal for the Superintendent's approval.

14.11 Retention of Benefits

A licensed educator on paid leave shall retain their place on the salary schedule and shall retain unused accumulated sick leave, personal days and seniority.

14.12 Sick Leave Pool

The District will provide a sick leave pool, whereby licensed educators may contribute accrued sick leave days each school year for licensed educators who have a documented serious health condition, as defined in state and family leave laws, subject to the provisions below.

14.12.1 Administration

14.12.1.1 Guidelines for use shall be agreed to by both the District and the Association before implementation, and management of the sick leave pool will be the shared responsibility of the Association and District.

14.12.1.2 The District shall be responsible for establishing and administering guidelines for use in compliance with state and federal law.

- 14.12.1.3 Licensed educators receiving donated sick leave must have exhausted all other paid leaves, including Paid Leave Oregon, and not be receiving paid disability or workers compensation benefits.
- 14.12.1.4 Sick leave donated to the pool must be received by the Human Resources Department on or before October 31. If at any point the pool has less than twenty five (25) days remaining, licensed educators shall have one (1) additional opportunity to donate days.
- 14.12.1.5 Distributions cannot exceed more than one hundred fifty (150) days in any given contract year.
- 14.12.1.6 Recipient names and conditions of sick leave pool donations will not be published by the District.

14.12.2 Individual Contributions and Use

- 14.12.2.1 Licensed educators may contribute one (1) day of eight (8) hours of sick leave to the sick leave pool each time it is opened.
- 14.12.2.2 Contributions of sick leave days by licensed educators shall be voluntary.
- 14.12.2.3 Individuals will be limited to a maximum use of thirty (30) days per school year.

ARTICLE 15

UNPAID LEAVE OF ABSENCE

- 15.1 A licensed educator may be granted a leave of absence by the special action of the Board, not to exceed two (2) years in length. The licensed educator shall retain, as of the time of their leave:
- 15.1.1 Their place on the salary schedule, sick leave accumulated, and seniority providing the licensed educator returns to the service of the District immediately following termination of the leave.
 - 15.1.2 The licensed educator shall advise the Human Resources Department of their intent to return by March 1 of the year of leave, or by an earlier date established by the Superintendent or designee for shorter leaves of absence.
 - 15.1.3 Written application for leave must be submitted to the Human Resources Department on District approved forms through the licensed educator's building principal on or before April 1 of the year preceding the leave request; except under extenuating circumstances.
 - 15.1.4 In the case of an international or out-of-state assignment or work experience directly relating to their assignment, the licensed educator shall be returned to the same position in the same building and be placed on the salary schedule as if they had worked in the District during such period. All other leaves of absence of one half ($\frac{1}{2}$) of an academic year or longer will result in the licensed educator being placed, upon their return, in a position for which the licensed educator is licensed, with no vertical salary step movement.
- 15.2 Parental Leave
- 15.2.1 Upon request, parental leave without pay for childbirth or adoption will be granted. The licensed educator may take leave at any time, provided the District office is given written notice at least thirty (30) days prior to leaving if possible. In giving notice, the licensed educator must inform the District in writing, of intention to do one (1) of the following:
 - 15.2.1.1 Return at the beginning of the next grading period or the first working day following winter break or spring break, following the birth or adoption of a child,
 - 15.2.1.2 Remain on leave for the balance of the school year and return to a regular teaching assignment at the beginning of the following school year;
 - 15.2.1.3 In case of a childbirth or adoption during the last quarter of the school year, the licensed educator will have the option of returning the fall of the next school year or the fall of the school year thereafter;
 - 15.2.1.4 Resign from the District;
 - 15.2.1.5 The Human Resources Department may approve return at times other than specified above.

15.2.2 A licensed educator on parental leave desiring to return to service at the start of the next school year shall notify the Human Resources Department in writing, by March 1 stating their intention to return.

15.2.3 A licensed educator on parental leave shall retain all benefits accrued in the District prior to the leave upon their return from that leave.

15.2.4 A licensed educator returning to the District following a parental leave shall be reassigned to their previous assignment whenever possible, otherwise an equivalent position will be granted. Should the leave and return occur during the same contract year, the licensed educator would be assured of the same position in the same building.

15.3 Group Insurance

Licensed educators on unpaid leave of absence shall be permitted to continue group insurance coverage at their own expense. Such payment shall be made to the District agent of record. This provision shall be subject to approval by the insurance carrier.

15.4 Association Leave

Upon request, the District shall grant an unpaid leave of absence for up to four (4) years to any unit member elected or appointed to service in an Oregon Education Association (OEA) or National Education Association (NEA) position.

ARTICLE 16

SCHOOL CLOSURE

Whenever student attendance is not required due to an emergency closure, licensed educator attendance shall not be required and no loss of pay will result. However, if makeup days are scheduled for students by the Administration, licensed educators will work these days without additional pay so long as the total days do not exceed the number of days set forth in this Agreement.

ARTICLE 17

SITE BASED DECISION MAKING AND PROFESSIONAL GROWTH

17.1 Site Based Decision Making

17.1.1 Purpose

The Board and the Association, in order to improve the quality and effectiveness of education, through use of (a) Best knowledge and information, (b) A focus on service to students, and (c) A focus on student outcomes and learning; agree to establish a process for involving licensed educators in decision making at the work site or program level. Such a process (referred to herein as "site-based decision making") is intended to foster communication among licensed educators and administrators to promote cooperative problem identification and problem solving, and to provide licensed educators with an expanded role in making school or program-level decisions. This provision is intended to establish a site council at each work site and for the special services department.

17.1.2 Supremacy

Site-based decisions shall be in compliance with this Collective Bargaining Agreement and School District policy and shall not alter, amend, or modify these documents except as provided for in Articles 6.2.8, 17.1.7.1 and 17.1.7.2.

17.1.3 Site Council Composition and Procedures

Once initiated, the development and implementation of site based decision making programs shall be conducted by a site council. The composition of the site council, number of members, and the manner of their selection shall be in accordance with ORS 329.704. The chair of the site council shall be elected by the site council. Membership on a site council shall be voluntary and an individual educator's decision not to be a member shall not be part of that educator's evaluation.

The site council shall determine the time and place of its meetings and shall maintain a record of each meeting. Meeting times and locations shall accommodate the needs of all site council members, including parents and classified staff. The chair of the site council shall make a periodic report of the site council's activities to the licensed educators and the administration the site council represents, with copies to the Association and the District. Contents of all site council minutes, if taken, will be available to the Association president.

17.1.4 Site Council Responsibilities

17.1.4.1 Site council members will be responsible for attending meetings of the site council and discharging any other obligations agreed to by the site council as a whole.

- 17.1.4.2 In addition to other responsibilities defined by law and school board policy, each site council shall be responsible for administering the professional growth program described in Section 17.2 of this article.

17.1.5 Training

The District shall afford site council members with training.

17.1.6 Program Changes

Decisions of site councils shall be based on Knowledge, District belief statements, Best research, Intended student outcomes, and shall follow the following procedures:

- 17.1.6.1 Prior to the implementation of any site-based decision which significantly impacts either program or licensed educators, the site council shall provide thirty (30) days advance written notice. Upon petition to the site council of not fewer than 25% of affected licensed educators, the site council shall conduct a vote of such affected licensed educators. Implementation shall be contingent upon 60% approval of such licensed educators through written ballot.
- 17.1.6.2 Prior to the implementation of any site-based decision which impacts School District Policy or Procedure or this Collective Bargaining Agreement or which impacts more than one (1) work site, such decision shall be submitted by the site council(s) to a District Level Review team, comprised of equal numbers of administrators and Association appointees. The District Level Review Team shall forward its recommendation to the superintendent and to the site council for final action.

17.2 Professional Growth

17.2.1 The District shall provide for use by each school's Site Council a pool of professional development funds from a Districtwide allocation of \$40,000. The District will develop general guidelines for the expenditure of the pooled money and the specific uses of these funds, except for 17.2.1.1, will be under the direction of the site councils for the following purposes:

- 17.2.1.1 District or individual school developed and/or approved inservice courses or workshops.
- 17.2.1.2 Courses, workshops, conferences or inservice programs approved by or developed by the site council to meet the professional goals established by the District. In buildings of more than three hundred (300) students, proposals shall be submitted to a professional development subcommittee, which shall make recommendations to the site council.
- 17.2.1.3 Courses, workshops, conferences or inservice programs to meet the professional goals established by the building administrator and the individual educator.

- 17.3 Expenses may include all or partial payment of expenses associated with attendance at approved workshops or conferences.
- 17.4 Funds not expended by any building during the course of one (1) budget year may be carried forward for one (1) additional budget year.
- 17.5 Each building will develop and publish criteria for distribution of the building professional growth pool and will provide for equal access.
- 17.6 Tuition and Workshop/Conference Reimbursement

All licensed educators may request reimbursement for up to a maximum of four (4) semester credit hours or six (6) quarter credit hours. The total dollar value shall not exceed the equivalent of four (4) graduate quarter credits at the Portland State University rate. Licensed educators may request reimbursement for up to 70% of that equivalent dollar amount for district-approved workshops including associated travel costs. If an educator chooses to use workshop funds, the remaining balance of the maximum annual reimbursement rate will be available for tuition. There will be a maximum pool available for Tuition and Workshop/Conference Reimbursement equivalent to two hundred forty (240) graduate quarter credits at the Portland State University rate, 50% of which will be reserved for tuition reimbursement. At the end of each school year, the District and Association will meet to review the distribution of the two (2) pools used for professional growth and tuition reimbursement.

ARTICLE 18

SALARY

18.1 Salary Schedules

18.1.1 The salary schedule for 2025-2026 shall be the 2024-2025 one hundred ninety (190) day salary schedule increased by 3.75%. The salary schedule for 2026-2027 shall be the 2025-2026 salary schedule increased by 4.25%. The salary schedule for 2027-2028 shall be the 2026-2027 salary schedule increased by 4.00%.

18.1.2 Step Increase

Step increase will be granted to eligible licensed educators (not at the maximum salary of one (1) of the columns) effective at the start of each school year.

18.2 Salary Classification

18.2.1 An applicant for reclassification will submit current transcripts in support of their request to the Human Resources Director no later than September 15 of the year for which the reclassification is requested. In extenuating circumstances, the Human Resources Director will accept documentation in lieu of a transcript if said documentation is received by September 15 and the transcript is filed by the first Friday after school is in session following winter recess. If the transcript is not filed by said Friday, the salary reclassification shall be reversed and the affected licensed educator must repay the additional salary resulting from the reclassification.

18.2.2 A committee composed of (1) the Assistant Superintendent or designee; (2) a Board Member; (3) the Building Principal; and (4) their department head and a licensed educator from their department, and a licensed educator from within the District or three (3) licensed educators from the appropriate level will act as an appeals board should the licensed educator be dissatisfied with the Human Resources Director's evaluation of credits submitted. The department head, the licensed educator from their department, and the licensed educators from the level or District shall be selected by the licensed educator.

18.3 Salary Schedule Column Requirements

18.3.1 Movement to Advanced Salary Column

Licensed educators who can certify to having completed the required number of quarter hours of college credit directly related to their teaching assignment and taken subsequent to the completion of the applicable degree will qualify for placement on the appropriate column. All credit shall be for graduate courses or undergraduate courses approved in advance by the Human Resources Director or designee.

18.3.2 Career and Technical Education (CTE) Educator Salary Placement

Licensed educators who are placed in Career and Technical Education teaching positions or are otherwise required to have a CTE license, shall be placed on the salary schedule as herein specified.

18.3.3 Career and Technical Education Educator Vertical Salary Placement

- 18.3.3.1 For initial salary placement, a CTE license shall qualify a licensed educator for placement on Step B.
- 18.3.3.2 District approved relevant, professional, industry employment experience, prior teaching experience and internships per Article 18.7, shall be recognized on a one to one ratio.

18.3.4 Career and Technical Education Licensed Educator Horizontal Salary Placement

- 18.3.4.1 CTE licensure shall qualify a licensed educator for placement on column 1 (BA column). Other degrees earned prior to issuing of CTE license will be applied for salary placement if they are relevant to teaching or the field in which the CTE licensed educator is assigned and approved by the District.
- 18.3.4.2 CTE licensed educators shall be given horizontal placement according to the following criteria:
 - BA+20 – 20 hours from any college, university, or approved District-in-service courses.
 - BA+40 – 40 hours from any college, university, or approved District-in-service courses.
 - MA or BA+65 – 65 hours from any college, university, or approved District-in-service courses.
 - MA+20 or BA+90 – 20/90 hours from any college, university, or approved District-in-service courses.
 - MA+40 or BA+115 – 40/115 hours from any college, university, or approved District-in-service courses.

18.3.5 Equivalency

- 18.3.5.1 For licensed educators who hold licensure other than that of teacher, such as school nurse, the District may at its sole discretion grant equivalency for attendance at workshops, seminars, and related professional development experiences to meet the “college courses directly related to their assignment” requirements of this Article.
- 18.3.5.2 The District, at its sole discretion, may elect to grant equivalency for attendance at District-sponsored workshops, seminars, and related professional development experiences to meet the “college courses directly related to their teaching assignment” requirements of this Article.

When such credit is granted, compensation shall not be paid for the time the licensed educator is participating unless the training takes place during the licensed educator's regular workday/work year, in which case the licensed educator's regular salary would be paid.

- 18.4 For those licensed educators employed by the District on or after the effective date of this agreement, all credits eligible for column movement must be earned after the licensed educator has acquired licensure as a licensed educator. The district at its sole discretion may grant exceptions to this limitation in instances where it finds pre-licensure training to be especially applicable to the licensed educator's assignment.
- 18.5 No one will advance more than one (1) vertical step on the salary schedule during any one (1) school year.
- 18.6 Licensed educators hired by the District who have completed one (1) or more teaching years in another district may transfer to this District their previous experience.
- 18.7 Licensed educators hired by the District who can certify they have successfully completed an internship program at an accredited college or university will be granted one (1) year's experience on the salary schedule. This shall not be retroactive.
- 18.8 The changing from one column of the salary schedule to another shall include the vertical and the horizontal increase in pay.
- 18.9 A licensed educator may submit a request in writing no later than May 15 that the remaining salary for the contract year be paid together with their June 30 salary check.
- 18.10 Part-Time Teaching Contracts

When part time positions are approved by the Board of Directors as recommended by the Superintendent, the part time licensed educator's salary will be on a prorated basis in proportion to the time worked in accordance with the training and experience record of the licensed educator. In such cases, fringe benefits will be provided as set forth in this Agreement. Part-time licensed educators will retain all benefits previously accrued including probationary educator or contract educator status as defined by law.

18.11 National Board Certification

18.11.1 National Board Certification

Licensed educators who complete the National Board Certification process shall, upon submission of proof of completion to the District, receive a payment of two thousand dollars (\$2,000) and one thousand dollars (\$1,000) upon proof of maintenance.

- 18.11.2 The district will pay the annual membership dues to the American Speech-Language-Hearing Association (ASHA) for Speech Language Pathologists who have earned their Certification of Clinical Competence (CCC). Upon submission of proof of completion or renewal, ASHA dues will be reimbursed by the district.

18.12 Shortened School Year

If the Board finds it necessary to reduce District expenditures, the licensed educator contract year may be reduced below one hundred ninety (190) days. The Association will receive notice and will have the opportunity to bargain the decision and the impact of that decision before any reductions take place.

ARTICLE 19

EXTRA PAY FOR EXTRA DUTY

- 19.1 The extra duty schedule shall be Appendices D1 and D2 (2025-2026), E1 and E2 (2026-2027) and F1 and F2 (2027-2028).

All stipends referenced in Appendices D-F will be increased by the same percentage as the increase applied to the base salary.

It shall be understood that, if it can be shown to be in the interest of the District, the duties and responsibilities of each of these positions may be shared by two (2) or more licensed educators. In those cases when the position is shared, the stipend will be divided proportionally between the licensed educators performing the duties and accepting the responsibilities of that position.

It shall be further understood that if it can be shown to be in the interest of the District, stipends may be proportioned for single event or activity responsibility. Examples of such single events would be talent show coordination and direction and school plays. It is also understood that the responsibility shall be for a specific event or activity. The responsibility and remuneration will be for that activity/event and there shall be no implication that such responsibility or payment shall extend to similar activities. New stipends or proposed changes to the amount of a stipend will be brought to the Association to negotiate.

19.1.1 Experience Schedule

The dollar amounts shown on Appendices D1, E1, and F1 are for zero (0) up to three (3) years experience. These amounts will be increased for years of experience listed in the Experience Schedule on these Appendices in the proportion that those percentages listed bear to 14%. The district may, at the discretion of the human resources director or designee, give credit for prior experience outside the Forest Grove School District. Experience within the district shall be continuous years in the same position, unless this requirement of the same position is waived at the discretion of the human resources director or designee.

19.1.2 State Tournaments

- 19.1.2.1 Team Sports: Coaches or advisors of team sports or activities that proceed to that sport's state tournament or competition will be paid 3% of their extended duty pay, as determined above, for each additional week of competition.
- 19.1.2.2 Individual sports or activities: Coaches or advisors of individual sports or activities that proceed to a state tournament or competition will be paid 3% of their extended duty pay, as determined above, for each additional week. No more than one (1) coach or advisor will be paid per ten (10) participants, except that in track, specialty coaches up to a total of two (2) coaches per ten (10) participants will be paid.

19.2 Outdoor Education Stipend

Licensed educators participating in sixth grade Outdoor Education will be compensated four (4) hours at the curriculum rate as defined in Article 19.7.1 for each overnight stay.

19.3 Supervised Teaching

Educators who accept and carry out the responsibility of training a student teacher shall be compensated at the rate the District is paid by the teacher training institute, less payroll costs.

19.4 Cover Teaching

The District will pay \$40.00 per period at the middle school and \$75.00 per block at the high school to any licensed educator who is performing another task during their regular preparation period by decision of their building administrator or supervisor. Elementary licensed educators who lose their prep period as defined in Section 6.2.4 will be compensated \$25.00 for each period.

19.5 Site Council Stipend

The stipend amount, paid to all licensed educators of site councils, will be \$1,437 for the 2025-2026 contract year. Stipends thereafter will be increased by the same percentage as the increase applied to the base salary each year.

19.6 Bilingual Stipend

19.6.1 Licensed Educators who have demonstrated proficiency in a District identified language other than English, will receive an annual stipend of \$800 for the 2025-2026 contract year, for the various tasks and responsibilities endemic to this additional skill. Stipends paid thereafter will be increased by the same percentage as the increase applied to the base salary each year.

19.6.2 Proficiency shall be determined by a standardized test, arranged by the District and conducted by a qualified assessor. Licensed educators must request and pass the proficiency test by December 1st to qualify for the stipend. Once proficiency is established for any licensed educator, no additional assessments are required.

19.7 Curriculum and Per Diem Rate of Pay

19.7.1 Licensed educators who participate in activities such as curriculum development, or committees which require additional responsibility outside of the licensed educator's contract hours will be compensated for their extra responsibility at the per diem rate of a BA 40, Step C including necessary preparation time, as agreed to by the licensed educator and the District. This shall be referred to as Curriculum Rate.

19.7.2 Licensed educators who teach staff development courses will be paid at the per diem rate for teaching time and at the Curriculum Rate for preparation for teaching the class. The per diem rate applies to any teaching or instructing of parents or staff. Per diem rate also includes teaching students outside of the regular workday or as part of the licensed educator's normal assignment.

19.7.3 Licensed educators who voluntarily participate in District sponsored inservice classes or workshops during non-contract time shall receive Curriculum Rate for the actual time

spent in such classes or workshops, or at the District's sole discretion receive in-District credit or, in cooperation with a college or university, receive college credit. Compensation shall not be paid when such credit is provided.

Licensed educators who participate in mandatory District-sponsored inservice classes or workshops during non contract days shall receive their Regular Hourly Rate for the actual time spent in such classes or workshops, or at the District's sole discretion receive in-District credit or, in cooperation with a college or university, receive college credits. Compensation shall not be paid when such credit is provided.

19.7.4 Licensed educators attending the New Hire Orientation during the inservice days prior to the start of the school year will be paid at per diem rate.

19.7.5 For all other awards of in-District credit, in-District credit will be awarded at one (1) credit for every eight (8) hours of time spent in full day classes or workshops or one (1) credit for every ten (10) hours of time spent in incremental classes or workshops.

19.8 It shall be understood when educators are paid by external sources through the District, the District may deduct associated payroll costs from the educator's disbursement. Examples include but are not limited to: mentor/mentee grants, student teacher supervision, ESD pass through funds, participation in training and events outside the District.

ARTICLE 20

EXTENDED CONTRACTS

- 20.1 An extended contract is a supplementary contract extended to a licensed educator for professional service of a like nature to that performed during the school year beyond the work year as defined in this agreement. Such service is limited to that provided during vacation periods and is defined for a specific period of time and purpose by the licensed educator's supervisor.
- 20.2 Extended contracts shall be paid on the licensed educator's hourly basis.
- 20.3 Licensed educators on extended contracts shall be granted additional sick leave based on one (1) day per nineteen (19) days of eight (8) hour service.
- 20.4 Extended contracts are temporary, assigned on an annual basis, and expire at the end of each contract year.
- 20.5 Required state and federal taxes and district contributions will be withheld unless otherwise stated.

ARTICLE 21

FRINGE BENEFITS

21.1 Health Insurance

Licensed educators may select from the list of available District health care providers and plans including medical, dental, orthodontia and vision.

The District's contribution shall be limited to the "cap" stated in this section. Any excess premium costs shall be borne by the individual licensed educator by way of payroll deduction.

21.2 Premium Cap

Effective October 1, 2025, the District shall contribute up to \$1,595 per month per full-time licensed educator.

Effective October 1, 2026, the District shall contribute up to \$1,650 per month per full-time licensed educator.

Effective October 1, 2027, the District shall contribute up to \$1,705 per month per full-time licensed educator.

The above District contributions shall be prorated for those unit members employed at less than 1.0 FTE.

21.3 Change of Insurance Carrier(s)

Any changes in plans must be mutually agreed upon by the Association and the District.

21.4 Group Health Insurance for Retirees

Retirees will be allowed to participate in the group medical insurance plan of the District, at no cost to the District, to age 65.

21.5 Long Term Disability Insurance

The District will pay for LongTerm Disability Insurance (LTD) under a policy provided by a District approved commercial carrier for each licensed educator. Coverage will provide replacement for 50% of a licensed educator's basic contracted salary following a ninety (90) calendar day elimination period with further use of sick leave at the licensed educator's option. Benefits will be coordinated with other sources of disability income specified in the master insurance agreement and be subject to terms of that agreement.

21.6 Prorated Benefits

For licensed educators employed on a part-time basis of halftime or more, the District will pay fringe benefits outlined in this article on a prorated basis in proportion to the amount of time worked. Balance of monthly premium beyond District contribution, if any, will be paid by the licensed educator through payroll deduction.

21.7 Insurance Pool

The parties agree that an Association controlled insurance pool shall be created utilizing the unspent funds allocated to licensed educators who “opt out” of District insurance coverage as described below:

- 21.7.1 A licensed educator may “opt out” of District/OEBB coverage by indicating in writing to the District the licensed educator’s election not to obtain health, dental, and vision coverage through the District. Notice of this election shall be on a form jointly prepared by the Association and the District. The deadline for making this election shall be the end of open enrollment. All licensed educators who opt out of District/OEBB insurance will receive \$400 per month from the District as taxable income, beginning with the first paycheck of the school year (second check for licensed educators who are opting out for the first time). This amount shall be prorated for licensed educators who are less than 1.0 FTE.
- 21.7.2 The District shall contribute to the Association insurance pool \$400 per month for each full time licensed educator who opts out of District coverage.
- 21.7.3 A pro-rata share of \$400 will be contributed by the District to the pool for each less than full-time licensed educator who opts out of District coverage. For example, if a 0.50 FTE licensed educator opts out, \$200 (0.50 x \$400) per month shall be contributed by the District to the insurance pool.
- 21.7.4 The Association will allocate the insurance pool to bargaining unit members participating in District/OEBB insurance coverage. The District will provide adjustments to bargaining licensed educators’ insurance costs according to the allocation prepared by the Association.
- 21.7.5 A licensed educator’s decision to opt out of District/OEBB insurance coverage shall constitute a waiver of the right to any such benefit for the duration of the insurance year, and shall be irrevocable until the following year unless the licensed educator undergoes a life-changing event and applies for District coverage under District/OEBB guidelines.

21.8 Health Reimbursement Arrangement (HRA)

Each year of this agreement, unless either party should utilize Section 21.8 of this Article, the parties shall identify plans available under OEBB to be designated as the Preferred District Medical Plans. The following provisions shall apply to those individuals participating in the preferred District medical plans.

- 21.8.1 The Preferred District Medical Plans shall be supplemented by a Group Health Reimbursement arrangement (HRA). Licensed educators who enroll in a preferred District medical plan shall participate in the District sponsored group HRA.
- 21.8.2 No reimbursements will be available for qualifying expense reimbursement until the licensed educator or spouse and/or dependents have satisfied their portion of the Preferred Plan deductible.

- 21.8.3 There must be a minimum of thirty (30) FGSD licensed educators signed up for the HRA to be in effect each year. If thirty (30) licensed educators do not enroll in the MODA or Kaiser HRA plans, the HRA will be discontinued for the following school year and such information will be communicated to licensed educators by the FGSD. Assistance will then be given by FGSD to those who chose the HRA option, to help them select a feasible insurance plan.
- 21.8.4 Group HRA reimbursements are available only for qualifying expenses that are described in the offered plans' certificates of coverage and which are applied to the health plan's in-network maximum out of pocket limit including deductible, coinsurance and medical costs. Reimbursements are only available for qualifying expenses incurred while the licensed educator is enrolled in the plan.
- 21.8.5 For the 2018-2019 insurance year and subsequent years, the Preferred District Medical Plan, Group HRA plan design and amount allocated for the purchase of dental and vision coverage shall be determined collaboratively by the parties through discussions beginning no later than May 15th of each year. Any changes from what was in effect for 2018-2019 must be mutually agreed to.
- 21.8.6 In the event that the HRA balance is not sufficient to cover the costs associated with the Group HRA plan, the District will be responsible for all additional costs.
- 21.8.7 Either party may elect to discontinue the HRA program at the end of any plan year, with sixty (60) days' notice

ARTICLE 22

DUES AND PAYROLL DEDUCTIONS

- 22.1 Prior to the first payroll cutoff date, the Association shall notify the District of those bargaining licensed educators who are members of the Association and who have authorized payroll deductions for membership dues, assessments, and related contributions to the United Teaching Profession (FGEA, OEA, NEA). The Association shall regularly notify the District of those bargaining licensed educators who join the Association and who have authorized payroll deductions for membership dues after the first payroll. Further, the Association will regularly notify the District when membership is revoked by a licensed educator.
- 22.2 In addition, the Association shall provide a formal letter from the OEA Membership Department that confirms that OEA possesses sufficient documentation of dues deduction authorization for those members. Upon request by the District, the Association shall make documented proof of dues deduction authorization available for review.
- 22.3 Pursuant to such authorization, the District shall deduct the total authorized FGEA, OEA, and NEA dues in equal payments.
- 22.4 The District agrees to the continuation of all payroll deductions authorized previously unless revoked in writing. The District shall notify the Association of any member wishing to revoke deduction of Association dues. Revocation of this authorization is through written notice by the licensed educator to the Association, according to Association procedures, during the month of September.
- 22.5 The District agrees to transmit the dues deducted as indicated above to the appropriate Association office.
- 22.6 In accordance with Oregon Law, the District agrees to provide, in an editable digital file format, contact information of each current licensed educator every one hundred twenty (120) calendar days or upon request, including name, date of hire, job title, salary, worksite, phone numbers, home email address, and personal mailing address.
- 22.7 Upon receipt of written authorization directed to the payroll office from a licensed educator, by the payroll cutoff date, the District agrees to deduct from the licensed educator's wages and remit payments by the 10th of the following month for the following programs:
- 22.7.1 Medical, Dental, Vision or any other District sanctioned optional insurance in excess of the allowance under the District sponsored program;
- 22.7.2 Tax sheltered annuities, as authorized by the Internal Revenue Services;
- 22.7.3 NEA Member Benefits or other benefits-related vendor deductions may be available for payroll deduction if the vendors meet a minimum requirement of three (3) active contributors as documented by the licensed educator's payroll deduction forms.
- 22.7.4 OEA Foundation, OEA-PAC, The NEA Fund for Children and Public Education

22.7.5 The District and the Association may collaboratively agree to add a charitable contribution group if a minimum of ten (10) licensed educators elect to contribute.

22.8 The Association agrees to indemnify, defend, and hold the District harmless from all claims, orders, or judgments against the District concerning the dues deductions procedures outlined in this Article. The Association's obligation does not extend to criminal allegations or any Unfair Labor Practice filed by the Association against the District. In the event the District invokes this paragraph, the Association will provide the attorney to defend against the claim. In the event the District wishes to use its own attorney, the District will pay the fees and costs of said attorney.

ARTICLE 23

FAIR SHARE

If the precedent which makes Fair Share fees illegal is overturned or if the state laws allow for some form of Agency Fee, the parties agree to re-open this Article to negotiate the re-introduction of Fair Share to the degree allowable by law.

ARTICLE 24

RETIREMENT

Any licensed educator retiring under PERS may elect to cash in accumulated sick and/or personal leave days (banked and/or existing), up to a maximum of two hundred (200) days, at a payment of \$50 per day, when submitted in writing to the Human Resources Department with at least thirty (30) days notice prior to the final date of district employment. Upon notice of retirement, the district shall notify the licensed educator of the process to request payment for these days. Such use of accumulated sick leave shall reduce any sick leave available for report to PERS. In order to qualify for benefits under this Article, a licensed educator must have completed fifteen (15) cumulative years of service with the District.

ARTICLE 25

MISCELLANEOUS PROVISIONS

25.1 Separability of Provisions

In the event that any provision of this contract, shall, at any time, be declared invalid by a tribunal, such decision should apply only to a specific article, section or portion thereof directly specified in the decision. Such a decision shall not invalidate the entire contract, it being the express intention of the parties hereto, that all provisions not declared invalid shall remain in full force and effect.

25.2 Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and an individual licensed educator hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

25.3 No Strike

During the term of this Agreement there shall be no strike or work slow down by unit members of the bargaining unit.

During the term of this Agreement, the District agrees not to lockout the licensed educators as a result of any labor dispute.

ARTICLE 26

HEALTH /SAFETY

26.1 District Safety for Personnel

- 26.1.1 The District will provide a working environment that meets the requirements of all state and federal laws and regulations regarding safety and health. Licensed educators will notify a supervisor of any suspected health or safety hazard and the District will take appropriate steps to investigate the matter.
- 26.1.2 In accordance with law, a District-wide safety committee that includes representatives from all buildings will meet regularly. Minutes from the safety committee meetings shall be available to the FGEA president, who may appoint a representative of the FGEA to the safety committee. Any licensed educator may have a health or safety concern placed on the safety committee agenda, through their building representative.
- 26.1.3 Staff injury reports resulting from student behaviors and room clears will be reviewed by building administrators and building Association representatives during their regularly scheduled meetings. Administrators and Association representatives shall work together to ensure a safe and inclusive learning environment.

26.2 Air and Water Quality

- 26.2.1 If problems of air and water quality have been reported by licensed educators in a building, the licensed educator will receive copies of any air and water quality study commissioned by the District within two (2) weeks of the receipt of such information by the District.

26.3 Information Sharing

- 26.3.1 The District will share information provided by juvenile authorities concerning students enrolled in District schools who have been adjudicated by the criminal law system for acts of violence, including information about the nature of their offense. School officials will set up procedures so that this information will be available, in accordance with the law, to licensed educators who have a “need to know” as a result of an assignment to teach or supervise the student.
- 26.3.2 Student IEP's, including behavioral goals and required behavioral modifications will be made available to all educators assigned to teach students eligible for special education under state and federal law.

26.4 Miscellaneous

- 26.4.1 Licensed Educators will not be required to perform any medical procedures for students except in accordance with the regulation of the Oregon State Board of Nursing (OAR 851-047-020 to 030).

26.4.2 Alleged violations of this Article may be grieved through the Board of Directors level, but not to arbitration or the Employment Relations Board; instead, unresolved allegations of health or safety violations may be reported to the appropriate state or federal agency.

ARTICLE 27

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2025, and shall continue in effect through June 30, 2028.

FGEA PRESIDENT

BOARD CHAIR

Dated:_____

Dated:_____



LICENSED 2025-2026 SALARY SCHEDULE (190 days)

3.75% COLA

Effective July 1, 2025 through June 30, 2026

YEARS OF EXPERIENCE	BA	BA+20	BA+40	MA BA+65	MA+20 BA+90	MA+40 BA+115
	1	2	3	4	5	6
A = 0 YEARS	55,047	56,695	58,398	60,153	61,954	63,814
B = 1 YEAR	57,524	59,247	61,026	62,854	64,742	66,685
C = 2 YEARS	60,109	61,916	63,770	65,683	67,657	69,682
D = 3 YEARS	62,818	64,700	66,643	68,640	70,700	72,822
E = 4 YEARS	65,642	67,610	69,640	71,729	73,880	76,099
F = 5 YEARS	68,596	70,652	72,772	74,958	77,207	79,523
G = 6 YEARS	71,684	73,836	76,050	78,330	80,679	83,102
H = 7 YEARS	74,908	77,161	79,468	81,854	84,310	86,840
I = 8 YEARS		80,628	83,048	85,543	88,105	90,747
J = 9 YEARS			86,783	89,390	92,072	94,834
K = 10 YEARS				93,414	96,212	99,098
L = 11 YEARS				97,614	100,543	103,560
M = 12 YEARS					105,066	108,219

COMPENSATION PACKAGE ALSO INCLUDES:

Up to \$1,665 per month (\$1,595 from district + \$70 from FGEA)
TOWARDS MEDICAL, DENTAL AND VISION PREMIUMS

REIMBURSEMENT FOR TUITION/CONFERENCES/WORKSHOPS:

Up to the equivalent of four (4) graduate quarter credit hours at the Portland State University rate for the current academic year.



LICENSED 2026-2027 SALARY SCHEDULE (190 days)

4.25% COLA

Effective July 1, 2026 through June 30, 2027

YEARS OF EXPERIENCE	BA	BA+20	BA+40	MA BA+65	MA+20 BA+90	MA+40 BA+115
	1	2	3	4	5	6
A = 0 YEARS	57,386	59,105	60,880	62,710	64,587	66,526
B = 1 YEAR	59,969	61,765	63,620	65,525	67,494	69,519
C = 2 YEARS	62,664	64,547	66,480	68,475	70,532	72,643
D = 3 YEARS	65,488	67,450	69,475	71,557	73,705	75,917
E = 4 YEARS	68,432	70,483	72,600	74,777	77,020	79,333
F = 5 YEARS	71,511	73,655	75,865	78,144	80,488	82,903
G = 6 YEARS	74,731	76,974	79,282	81,659	84,108	86,634
H = 7 YEARS	78,092	80,440	82,845	85,333	87,893	90,531
I = 8 YEARS		84,055	86,578	89,179	91,849	94,604
J = 9 YEARS			90,471	93,189	95,985	98,864
K = 10 YEARS				97,384	100,301	103,310
L = 11 YEARS				101,763	104,816	107,961
M = 12 YEARS					109,531	112,818

COMPENSATION PACKAGE ALSO INCLUDES:

Up to \$1,720 per month (\$1,650 from district + \$70 from FGEA)
TOWARDS MEDICAL, DENTAL AND VISION PREMIUMS

REIMBURSEMENT FOR TUITION/CONFERENCES/WORKSHOPS:

Up to the equivalent of four (4) graduate quarter credit hours at the Portland State University rate for the current academic year.



LICENSED 2027-2028 SALARY SCHEDULE (190 days)

4.0% COLA

Effective July 1, 2027 through June 30, 2028

YEARS OF EXPERIENCE	BA	BA+20	BA+40	MA BA+65	MA+20 BA+90	MA+40 BA+115
	1	2	3	4	5	6
A = 0 YEARS	59,681	61,469	63,315	65,218	67,170	69,187
B = 1 YEAR	62,368	64,236	66,165	68,146	70,194	72,300
C = 2 YEARS	65,171	67,129	69,139	71,214	73,353	75,549
D = 3 YEARS	68,108	70,148	72,254	74,419	76,653	78,954
E = 4 YEARS	71,169	73,302	75,504	77,768	80,101	82,506
F = 5 YEARS	74,371	76,601	78,900	81,270	83,708	86,219
G = 6 YEARS	77,720	80,053	82,453	84,925	87,472	90,099
H = 7 YEARS	81,216	83,658	86,159	88,746	91,409	94,152
I = 8 YEARS		87,417	90,041	92,746	95,523	98,388
J = 9 YEARS			94,090	96,917	99,824	102,819
K = 10 YEARS				101,279	104,313	107,442
L = 11 YEARS				105,834	109,009	112,279
M = 12 YEARS					113,912	117,331

COMPENSATION PACKAGE ALSO INCLUDES:

Up to \$1,775 per month (\$1,705 from district + \$70 from FGEA)
TOWARDS MEDICAL, DENTAL AND VISION PREMIUMS

REIMBURSEMENT FOR TUITION/CONFERENCES/WORKSHOPS:

Up to the equivalent of four (4) graduate quarter credit hours at the Portland State University rate for the current academic year.

2025-2026 Extra Duty Salary Schedule

The 1.00 factor shall be 14% of \$49,174*

* 97-98, BA, Increased each year by the same % as salary increase beginning with increase for 1999-2000.

Extra duty positions may not be filled in a given year based on principal discretion and resource availability.

Resources other than district general funds may be the source of funding for extra duty stipends.

A – 1.20

Activities Director, HS
Ballet Folklorico Director
Band Director, HS
Baseball Head Coach, HS
Basketball Head Coach, HS
Drama Director, HS
FFA Advisor, HS
Football Head Coach, HS
Mariachi Director, HS
Soccer Head Coach, HS
Softball Head Coach, HS
Track Head Coach, HS
Volleyball Head Coach, HS
Wrestling Head Coach, HS

B – 1.02

Activities Director, MS
Ballet Folklorico Assistant Director
Band Assistant Director
Baseball Varsity Assistant Coach, HS
Basketball Varsity Assistant Coach, HS
Choir Director, HS
Cross Country Head Coach, HS
DECA Advisor, HS
Department Head, HS
Football Varsity Assistant Coach, HS
Golf Head Coach, HS
Marching/Pep Band Director, HS
Softball Varsity Assistant Coach, HS
Special Education Leader
Strings Director, HS
Swimming Head Coach, HS
Tennis Head Coach, HS
Trainer, HS
Volleyball Varsity Assistant Coach, HS
Wrestling Varsity Assistant Coach, HS

C – 0.91

AP Coordinator, HS
Athletic Director, MS
Athletic Secretary, MS
Baseball Assistant Coach, HS
Basketball Assistant Coach, HS
Cheer Coach, HS
Cross Country Assistant Coach, HS
Danceline Coach, HS
Department Lead, MS
Drama Assistant Director, HS
Football Assistant Coach, HS
Intramural Supervisor, HS

Lacrosse Head Coach, HS
Soccer Assistant Coach, HS
Softball Assistant Coach, HS
Speech Head Coach, HS
Swimming Assistant Coach, HS
Tennis Assistant Coach, HS
Track Assistant Coach, HS
Viking Log Advisor, HS
Volleyball Assistant Coach, HS
Water Polo Head Coach, HS
Wrestling Assistant Coach, HS
Yearbook Advisor, HS

D – 0.55

Band Director, MS
Choir Director, MS
Drama Choreographer, HS
Drama Costume Designer, HS
Drama Music Coordinator, HS
Drama Technical Director, HS
Marching Band Assistant Director/Color Guard, HS
Strings/Mariachi Director, MS
Theater Coordinator, HS

E – 0.475

Jazz Band, MS
Rally Advisor, MS
Sports Coach, MS
Vik Crew Coordinator, HS

F – 0.356

Mentor Teacher
Safety Coach, HS
SMILE Club Advisor
Unified Head Coach

G – 0.2375

After School Activity/Club, CLC (28-40 hours)
Assistant Coach, MS
Games Supervisor, HS
Unified Assistant Coach

H – 0.1425

After School Activity/Club, CLC (18-25 hours)
Football Coordinator, MS

Experience Schedule:

Step 1 (14%) = 0, 1 or 2 years of prior experience
Step 2 (15%) = 3, 4 or 5 years of prior experience
Step 3 (16%) = 6, 7, 8 or 9 years of prior experience
Step 4 (17%) = 10+ years of prior experience



2025-2026 Extra Duty Salary Schedule

Grade A	
Step	Salary
1	\$8,261
2	\$8,851
3	\$9,441
4	\$10,031

0, 1 or 2 years of experience
 3, 4 or 5 years of experience
 6, 7, 8 or 9 years of experience
 10+ years of experience

Grade E	
Step	Salary
1	\$3,270
2	\$3,504
3	\$3,737
4	\$3,971

Grade B	
Step	Salary
1	\$7,022
2	\$7,524
3	\$8,025
4	\$8,527

0, 1 or 2 years of experience
 3, 4 or 5 years of experience
 6, 7, 8 or 9 years of experience
 10+ years of experience

Grade F	
Step	Salary
1	\$2,451
2	\$2,626
3	\$2,801
4	\$2,976

Grade C	
Step	Salary
1	\$6,265
2	\$6,712
3	\$7,160
4	\$7,607

0, 1 or 2 years of experience
 3, 4 or 5 years of experience
 6, 7, 8 or 9 years of experience
 10+ years of experience

Grade G	
Step	Salary
1	\$1,635
2	\$1,752
3	\$1,869
4	\$1,985

Grade D	
Step	Salary
1	\$3,786
2	\$4,057
3	\$4,327
4	\$4,598

0, 1 or 2 years of experience
 3, 4 or 5 years of experience
 6, 7, 8 or 9 years of experience
 10+ years of experience

Grade H	
Step	Salary
1	\$981
2	\$1,051
3	\$1,121
4	\$1,191

Effective 7/1/2025

1.0 = 14% of \$49,174*

*2024-25 amount of \$47,397 + 3.75% = \$49,174

2026-2027 Extra Duty Salary Schedule

The 1.00 factor shall be 14% of \$51,264*

* 97-98, BA, Increased each year by the same % as salary increase beginning with increase for 1999-2000.

Extra duty positions may not be filled in a given year based on principal discretion and resource availability.

Resources other than district general funds may be the source of funding for extra duty stipends.

A – 1.20

Activities Director, HS
Ballet Folklorico Director
Band Director, HS
Baseball Head Coach, HS
Basketball Head Coach, HS
Drama Director, HS
FFA Advisor, HS
Football Head Coach, HS
Mariachi Director, HS
Soccer Head Coach, HS
Softball Head Coach, HS
Track Head Coach, HS
Volleyball Head Coach, HS
Wrestling Head Coach, HS

B – 1.02

Activities Director, MS
Ballet Folklorico Assistant Director
Band Assistant Director
Baseball Varsity Assistant Coach, HS
Basketball Varsity Assistant Coach, HS
Choir Director, HS
Cross Country Head Coach, HS
DECA Advisor, HS
Department Head, HS
Football Varsity Assistant Coach, HS
Golf Head Coach, HS
Marching/Pep Band Director, HS
Softball Varsity Assistant Coach, HS
Special Education Leader
Strings Director, HS
Swimming Head Coach, HS
Tennis Head Coach, HS
Trainer, HS
Volleyball Varsity Assistant Coach, HS
Wrestling Varsity Assistant Coach, HS

C – 0.91

AP Coordinator, HS
Athletic Director, MS
Athletic Secretary, MS
Baseball Assistant Coach, HS
Basketball Assistant Coach, HS
Cheer Coach, HS
Cross Country Assistant Coach, HS
Danceline Coach, HS
Department Lead, MS
Drama Assistant Director, HS
Football Assistant Coach, HS
Intramural Supervisor, HS

Lacrosse Head Coach, HS
Soccer Assistant Coach, HS
Softball Assistant Coach, HS
Speech Head Coach, HS
Swimming Assistant Coach, HS
Tennis Assistant Coach, HS
Track Assistant Coach, HS
Viking Log Advisor, HS
Volleyball Assistant Coach, HS
Water Polo Head Coach, HS
Wrestling Assistant Coach, HS
Yearbook Advisor, HS

D – 0.55

Band Director, MS
Choir Director, MS
Drama Choreographer, HS
Drama Costume Designer, HS
Drama Music Coordinator, HS
Drama Technical Director, HS
Marching Band Assistant Director/Color Guard, HS
Strings/Mariachi Director, MS
Theater Coordinator, HS

E – 0.475

Jazz Band, MS
Rally Advisor, MS
Sports Coach, MS
Vik Crew Coordinator, HS

F – 0.356

Mentor Teacher
Safety Coach, HS
SMILE Club Advisor
Unified Head Coach

G – 0.2375

After School Activity/Club, CLC (28-40 hours)
Assistant Coach, MS
Games Supervisor, HS
Unified Assistant Coach

H – 0.1425

After School Activity/Club, CLC (18-25 hours)
Football Coordinator, MS

Experience Schedule:

Step 1 (14%) = 0, 1 or 2 years of prior experience
Step 2 (15%) = 3, 4 or 5 years of prior experience
Step 3 (16%) = 6, 7, 8 or 9 years of prior experience
Step 4 (17%) = 10+ years of prior experience



2026-2027 Extra Duty Salary Schedule

Grade A	
Step	Salary
1	\$8,612
2	\$9,228
3	\$9,843
4	\$10,458

0, 1 or 2 years of experience
 3, 4 or 5 years of experience
 6, 7, 8 or 9 years of experience
 10+ years of experience

Grade E	
Step	Salary
1	\$3,409
2	\$3,653
3	\$3,896
4	\$4,140

Grade B	
Step	Salary
1	\$7,320
2	\$7,843
3	\$8,366
4	\$8,889

0, 1 or 2 years of experience
 3, 4 or 5 years of experience
 6, 7, 8 or 9 years of experience
 10+ years of experience

Grade F	
Step	Salary
1	\$2,555
2	\$2,737
3	\$2,920
4	\$3,102

Grade C	
Step	Salary
1	\$6,531
2	\$6,998
3	\$7,464
4	\$7,931

0, 1 or 2 years of experience
 3, 4 or 5 years of experience
 6, 7, 8 or 9 years of experience
 10+ years of experience

Grade G	
Step	Salary
1	\$1,705
2	\$1,826
3	\$1,948
4	\$2,070

Grade D	
Step	Salary
1	\$3,947
2	\$4,229
3	\$4,511
4	\$4,793

0, 1 or 2 years of experience
 3, 4 or 5 years of experience
 6, 7, 8 or 9 years of experience
 10+ years of experience

Grade H	
Step	Salary
1	\$1,023
2	\$1,096
3	\$1,169
4	\$1,242

1.0 = 14% of \$51,264*

*2025-26 amount of \$49,174 + 4.25% = \$51,264

2027-2028 Extra Duty Salary Schedule

The 1.00 factor shall be 14% of \$53,315*

* 97-98, BA, Increased each year by the same % as salary increase beginning with increase for 1999-2000.

Extra duty positions may not be filled in a given year based on principal discretion and resource availability.

Resources other than district general funds may be the source of funding for extra duty stipends.

A – 1.20

Activities Director, HS
Ballet Folklorico Director
Band Director, HS
Baseball Head Coach, HS
Basketball Head Coach, HS
Drama Director, HS
FFA Advisor, HS
Football Head Coach, HS
Mariachi Director, HS
Soccer Head Coach, HS
Softball Head Coach, HS
Track Head Coach, HS
Volleyball Head Coach, HS
Wrestling Head Coach, HS

B – 1.02

Activities Director, MS
Ballet Folklorico Assistant Director
Band Assistant Director
Baseball Varsity Assistant Coach, HS
Basketball Varsity Assistant Coach, HS
Choir Director, HS
Cross Country Head Coach, HS
DECA Advisor, HS
Department Head, HS
Football Varsity Assistant Coach, HS
Golf Head Coach, HS
Marching/Pep Band Director, HS
Softball Varsity Assistant Coach, HS
Special Education Leader
Strings Director, HS
Swimming Head Coach, HS
Tennis Head Coach, HS
Trainer, HS
Volleyball Varsity Assistant Coach, HS
Wrestling Varsity Assistant Coach, HS

C – 0.91

AP Coordinator, HS
Athletic Director, MS
Athletic Secretary, MS
Baseball Assistant Coach, HS
Basketball Assistant Coach, HS
Cheer Coach, HS
Cross Country Assistant Coach, HS
Danceline Coach, HS
Department Lead, MS
Drama Assistant Director, HS
Football Assistant Coach, HS
Intramural Supervisor, HS

Lacrosse Head Coach, HS
Soccer Assistant Coach, HS
Softball Assistant Coach, HS
Speech Head Coach, HS
Swimming Assistant Coach, HS
Tennis Assistant Coach, HS
Track Assistant Coach, HS
Viking Log Advisor, HS
Volleyball Assistant Coach, HS
Water Polo Head Coach, HS
Wrestling Assistant Coach, HS
Yearbook Advisor, HS

D – 0.55

Band Director, MS
Choir Director, MS
Drama Choreographer, HS
Drama Costume Designer, HS
Drama Music Coordinator, HS
Drama Technical Director, HS
Marching Band Assistant Director/Color Guard, HS
Strings/Mariachi Director, MS
Theater Coordinator, HS

E – 0.475

Jazz Band, MS
Rally Advisor, MS
Sports Coach, MS
Vik Crew Coordinator, HS

F – 0.356

Mentor Teacher
Safety Coach, HS
SMILE Club Advisor
Unified Head Coach

G – 0.2375

After School Activity/Club, CLC (28-40 hours)
Assistant Coach, MS
Games Supervisor, HS
Unified Assistant Coach

H – 0.1425

After School Activity/Club, CLC (18-25 hours)
Football Coordinator, MS

Experience Schedule:

Step 1 (14%) = 0, 1 or 2 years of prior experience
Step 2 (15%) = 3, 4 or 5 years of prior experience
Step 3 (16%) = 6, 7, 8 or 9 years of prior experience
Step 4 (17%) = 10+ years of prior experience



2027-2028 Extra Duty Salary Schedule

Grade A	
Step	Salary
1	\$8,957
2	\$9,597
3	\$10,236
4	\$10,876

0, 1 or 2 years of experience
 3, 4 or 5 years of experience
 6, 7, 8 or 9 years of experience
 10+ years of experience

Grade E	
Step	Salary
1	\$3,545
2	\$3,799
3	\$4,052
4	\$4,305

Grade B	
Step	Salary
1	\$7,613
2	\$8,157
3	\$8,701
4	\$9,245

0, 1 or 2 years of experience
 3, 4 or 5 years of experience
 6, 7, 8 or 9 years of experience
 10+ years of experience

Grade F	
Step	Salary
1	\$2,657
2	\$2,847
3	\$3,037
4	\$3,227

Grade C	
Step	Salary
1	\$6,792
2	\$7,277
3	\$7,763
4	\$8,248

0, 1 or 2 years of experience
 3, 4 or 5 years of experience
 6, 7, 8 or 9 years of experience
 10+ years of experience

Grade G	
Step	Salary
1	\$1,773
2	\$1,899
3	\$2,026
4	\$2,153

Grade D	
Step	Salary
1	\$4,105
2	\$4,398
3	\$4,692
4	\$4,985

0, 1 or 2 years of experience
 3, 4 or 5 years of experience
 6, 7, 8 or 9 years of experience
 10+ years of experience

Grade H	
Step	Salary
1	\$1,064
2	\$1,140
3	\$1,216
4	\$1,292

1.0 = 14% of \$53,315*

*2026-27 amount of \$51,264 + 4.0% = \$53,315

FOREST GROVE SCHOOL DISTRICT BOARD OF DIRECTORS MEETING

September 23, 2025

ITEM No.:	2	TYPE OF ITEM:	Action
TOPIC:	Overnight Trip Request: FGHS Wrestling		
PREPARED BY:	Bethany Magnuson	WILL BE PRESENTED BY:	Suzanne West
DESCRIPTION OF AGENDA ITEM:			
<p>The Forest Grove High School Wrestling team is requesting an Overnight Trip to the Rollie Lane Wrestling Tournament in Nampa, ID on January 1 through January 4, 2026. The students will not miss class time since this tournament is held during winter break. The total cost of the tournament is \$3500, which will be fully funded from fundraising efforts.</p>			

RECOMMENDATION:
<p>Administration recommends the Board approve Forest Grove High School Wrestling team's request to attend the Rollie Lane Wrestling Tournament in Nampa, ID from January 1 through January 4, 2026.</p>
ADDITIONAL MATERIAL:

Attached:	<u>Yes</u>	X	<u>No</u>	
Available:	<u>Yes</u>	X	<u>No</u>	

Forest Grove School District

Code: IICA-AR(2)
Revised/Reviewed: Unknown; 2/22/16
Orig. Code(s): IICA-AR

Out-of-State/Overnight Trip Request

School: Forest Grove HS
Name of Group Requesting: Wrestling Boys & Girls Staff Member Responsible: Buy Tabchev
Proposed Trip To: Rolle Lane Tournament (Idaho)
Activity Involved: Wrestling
Date of Departure: 1/1/26 Date of Event: 1/2-1/3 Date of Return: 1/4

Proposed activities which require students to be away from home overnight should be restricted to special circumstances, such as specific recognition for student accomplishment. Such requests require advance approval of the school administration and superintendent. All requests must be submitted to the superintendent or designee six weeks prior to the trip. Providing for the safety of the students and the maintenance of school standards must be assured before any trip can be given consideration. Please provide, in detail, answers to the following questions and check when completed.

- ☒ **Formal Invitation:** Has a formal invitation to participate been received? What is the basis of the invitation or opportunity to participate in the activity? How recently has this student organization participated in a similar activity?
- ☒ **Educational Benefits:** What are the anticipated additional educational benefits to be derived from participation?
- ☒ **Cost:** What is the estimated total cost of the proposed activity? (Attach proposed budget)
- ☒ **Funding:** How will funding be accomplished? How much of the total cost will be borne by participants? How many fund raising activities are planned? (Complete request for fundraising form, if needed)
- ☒ **Instructional Time:** Does the proposed activity involve loss of school time? Will expense for substitute teachers be involved? Is the activity planned during a period of time usually reserved for family activities?
- ☒ **Travel Arrangements:** What are the proposed arrangements for travel? (District bus or contracted services; time of departure and return)
- ☒ **Lodging:** What are the proposed arrangements for lodging? (Name of place, address, and telephone number)
- ☒ **Supervision:** What are the proposed arrangements for supervision? (Must include a school staff member) Have the supervisor give the list of students to health assistant for review. How are any special medical needs being met?
- ☒ **Parent Information:** How will parents be informed of trip expectations and itinerary? (Attach copy of communication and include information)
- ☒ **Emergency Communication:** Cell Phone Required so parents or District staff can communicate with supervisor during trip? If you do not have a cell phone, one can be provided by the District office.

Attach the Following Items:

- ☒ Answers to questions
- ☒ Copy of the itinerary
- ☐ Copy of letter to parents
- ☒ List of students
- ☒ List of supervisors including emergency cell phone numbers

Principal approves and sends completed packet to the school improvement office for approval.
All required documents must be included before final approval of trip.

School Administrator:

Approve ☒ Deny ☐ Date: 9.16.25

Signature: B. Burke

Superintendent's Designee:

Approve ☐ Deny ☐ Date: _____

Signature: _____

Board:

Notify ☐ Staff initials _____

Date: _____

☐ District Administrator

☐ Risk Management

Out-of-State/Overnight Trip Request - IICA-AR(2)

Forest Grove Wrestling – Out of state Trip request

Jan 1st - 4th

1. Yes, we have been invited to participate in the Rollie Lane Wrestling Tournament in Nampa Idaho. This 100-team tourney will be a great opportunity for our wrestler to see the best and to test their own skills.
2. The additional educational benefits will be having such a high level of competition to challenge, to travel as a team, building cooperation, communication, and teamwork and to motivate and inspire our younger team to see what level they need to attain.
3. The estimated cost of this trip will cost \$3500. This includes hotel, transportation, and food.
4. This will be funded by donations and fundraising. We already have the funds, but will continue with working at the Washington County Fair and our annual team donations.
5. No, This is held during our Winter break. .
6. District bus
7. Hotel – Courtyard by Marriott Boise West/Meridian
1789 S. Eagle Rd
Meridian Id 83642
(208) 287-4769
8. Coaches: Guy Takahashi, Vallie Takahashi, Kamden McFarland, Tommy Siciliano, Tom Siciliano, Andy Cook, and Josh Johnson
9. Mandatory student and parent meeting with expectations, itinerary, and other information. All information is posted on our website.
<https://go.teamsnap.com/6449201/home>
10. They can reach Coach Takahashi on his cell phone: 503 310 1702.

Rollie Lane Invitational Itinerary Jan 1st - 4th

Thursday Jan 1st

7:00 am - leave for Nampa Id

4 pm - Arrive at Nampa

Workout at Idaho Center

7 pm - Hotel and Dinner - Springhill suite by Marriott in Eagle

(COSTCO PIZZA AND SALAD) 5 PEP, 1 CHEESE - 2 SALADS - WATERS/GATORADE)

10pm - Lights out bed check

All times are approximate.

TIME: Friday --	Weigh-ins:	7:00 a.m. (scratch +3)
		[Boys will weigh-in on scales closest to head table, Girls will weigh-in on opposite side of the arena, wrestlers will weigh-in by TEAM)
	Coaches Meeting:	8:00 a.m.
	Wrestling Begins:	9:00 a.m.
		9 – 11:00a Championship Rd 1
		11:00a – 1:00p Championship Rd 2/Consolation Rd 1
		1:00p – 1:30p LUNCH BREAK
		1:30p – 3:00p Consolation Rd 2
		3:00p – 5:00p Championship Rd 3/Consolation Rd 3
		5:00p – 6:30p Consolation Rd 4
		6:30p – 7:15 p Championship Quarter Finals
	Weigh-ins:	6:45p – 8:15 p Day 2 Weigh-ins (scratch +4)
	WEIGHT TILL LAST PERSON MAKES WEIGHT:	
	8pm - stop at Winco for food for dinner/sat	

Saturday --

Coaches Meeting:	8:25 a.m.	
Wrestling Begins:	9:00 a.m.	
	9a – 11a	Consolation Rd 5
	11a -12:00p	Consolation Rd 6
	12:00p – 1:30p	Championship
Semifinals/Consolation	Rd 7	
	1:30p – 2:00p	LUNCH BREAK
	2:00p – 3:00p	Consolation Rd 8 (Consolation
Semifinals)		
	3:30p	Parade of Champions
	4:00p	Championship Matches (2 mats)
		1 st -2 nd , wrestling 2 weights at a
time		
		Placing Matches, 3rd-6 th (4
mats)		
	5:30p	Team Trophy Presentation

WHERE: The Idaho Center Sports Complex – Nampa, Idaho

Leave Tournament: Dinner at Mall - Bring Money

Sunday Jan 6th:

8 am Breakfast at hotel

9 am checkout and head back to Forest Grove

10 am stop at Freddy's Frozen Custard for a treat.

4pm back at Forest Grove HS

FOREST GROVE SCHOOL DISTRICT
BOARD OF DIRECTORS MEETING

September 23, 2025

ITEM No.: 3

TYPE OF ITEM: Action

TOPIC: 2026-2027 Budget Development Calendar

PREPARED BY: Ilean Clute

WILL BE PRESENTED BY: Ilean Clute

DESCRIPTION OF AGENDA ITEM:

Attached is the proposed public budget process calendar for the 2026-2027 fiscal budget. A number of key events are outlined in the calendar.

No major changes made from the prior years process have been made.

RECOMMENDATION:

The administration recommends the board review and approve the proposed 2026-2027 Budget Development Calendar as presented.

ADDITIONAL MATERIAL:

Attached: Yes X No _____

Available: Yes X No _____



2026-2027 Budget Development Calendar

September 23 , 2025	School Board Meeting - <i>2026-2027 Budget Calendar:</i> Present and adopt <i>Budget Committee:</i> Declare Budget Committee vacancies Discuss selection process Select Board Members to interview BC Applicants
December 1-5, 2025	School Board Committee – Interview of Budget Committee Applicants
December 9, 2025	School Board Meeting – Appoint Budget Committee Members
January – April, 2026	Administrative Budget Development – Director budgets and administrator allocations, develop budget assumptions, review State of Oregon revenue forecast and State School Fund forecast
February 24, 2026	Budget Committee Meeting - Organizational and Budget “101” *Tuesday @ 5:30 pm* Elect Budget Committee officers, review General Fund Budget and the FGSD Budget Process
March 18, 2026	Administrative Budget Submittal – District office and building administrators submit final budget proposals
April 14, 2026	Budget Committee Meeting – Budget “102” *Tuesday @ 5:30 pm* Financial update and Budget Committee Priorities
May 1, 2026	Required Publications – Publish notice of BC Meeting in the News Times (5-30 days prior) and on the District website (10 days prior)
May 14, 2026	Budget Committee Meeting – Official Meeting #1 6:00 pm - Delivery of Budget Message and Proposed Budget Document
May 21, 2026	Budget Committee Meeting – Official Meeting #2 6:00 pm - Approval of the Budget to the School Board
May 28, 2026	Budget Committee Meeting – Official Meeting #3 6:00 pm - OPTIONAL - Approval of the Budget to the School Board
June 4, 2026	Required Publication – Publish Notice of Budget Hearing and Financial Summary (not less than 5 no more than 30 days prior to the meeting)
June 9, 2026	Budget Hearing – Budget adoption, make appropriations, levy taxes
July 10, 2026	Certify Budget – Submit to Washington County Tax Assessors no later than July 15, 2025

**FOREST
GROVE SCHOOL DISTRICT BOARD OF
DIRECTORS MEETING**

September 23, 2025

ITEM No.: 4

TYPE OF ITEM: Action

TOPIC: Budget Committee Vacancies

PREPARED BY: Ilean Clute

WILL BE PRESENTED BY: Ilean Clute

DESCRIPTION OF AGENDA ITEM:

This year there are two open vacancies on the Budget Committee plus the Alternate position. The administration is seeking direction regarding the process for filling the vacancies.

The District has the following vacancies:

- 1 - 1 year position (Truax's remaining term)
- 1 - 3 year position (Bower)
- 1 - Alternate

Attached is a proposed Time line and process, publishing and application to fill the vacant positions. Administration is seeking feedback and direction for filling these vacancies.

The budget committee consists of members of the School Board and an equal number of community members that are appointed by the School Board. Terms are typically 3 year terms and staggered so that two are elected in year one, two year two and one year three. If a budget committee member leaves the position early, a new community member will be selected to fill out the remaining term.

Current Budget Committee Members and Term Expiration:

- **Melinda Fischer** - Term Expires: June 30, 2026
- **Jordan Miller** - Term Expires: June 30, 2027
- **David Andersen** - Term Expires: June 30, 2027
- **Open (3 year term)** - Term Expires: June 30, 2028 (Bower)
- **Open (1 year term)** - Term Expires: June 30, 2026 (Truax)
- **Alternate (Open)** - Term Expires: June 30, 2026

RECOMMENDATION:

The administration recommends the following:

1. Declare the Budget Committee vacancies
2. Approve the timeline and process for the 2026-2027 budget
3. Appoint two board members to complete candidate interviews and recommend appointments

ADDITIONAL MATERIAL:

Attached: Yes ☒ No ☐

Available: Yes ☒ No ☐



2026-2027 Budget Committee Vacancies Timeline and Process

- September 23, 2025 -** Declare Budget Committee Vacancies
1 - 1 year Position (Truax)
1 - 3 year Position (Bower)
1- Alternate (non-voting) - 1 year Position (Hafez)
Discuss Selection Process
Note: 1 Member must be from the District Equity Advisory Committee
Select Board Members to serve on the interview panel
(FGSD School Board)
- September 24, 2025 -** District Equity Committee
Begin discussions around District Budget Committee
(West)
- October 30, 2025 -** Communications:
News Times, Rotary, Chamber, Building Newsletters, Parent Square, Superintendents Comments and Communication, Staff and Family memos, District Website, Facebook, Other District Resources
(Warner / Magnuson)
- November 5, 2025 -** Notify prior Budget Committee members of vacancies
(Clute)
- November 24, 2025 -
- 2:00pm -** Applications Due to Superintendent's Office
(Magnuson)
- December 1-5, 2025 -** Board interview applicants
(Board Committee, Magnuson)
- December 9, 2025 -** Board Meeting - Board appoint Budget Committee members
(School Board)

Information:

[Policy DBEA](#) - Budget Committee

[SB 732](#) - District Equity Committee

Communication Plan:

Website - BM / DW

- 10/30
- Front page linked to
- Budget page

News Times - JE

- 10/22
- Full Add

Facebook - DW

- 10/26, 11/14, Last Call 11/28
- Condensed Message (DW to create)

Rotary - SW ? -

- 11/6, 11/20
- Daily Announcements
- DW to write Script

Chamber - DW - November meeting

Building Newsletters - November

Cornelius Boosters - DW

Superintendent Parent Newsletters - November - BM / DW

Superintendent Staff Newsletter - November - BM /DW

Superintendent Comments - Board Meetings - 10/28 & 11/11 - SW

City Newsletters - DW?

FOREST GROVE SCHOOL DISTRICT SEEKS APPLICANTS FOR THE BUDGET COMMITTEE

The Forest Grove School District invites applicants to apply to fill 3 open positions on the Budget Committee. This year the District has one - one year position, one - three year position and one alternate position open. The alternate serves a one year term and is not a voting member of the committee; however, this is an opportunity for anyone interested in learning the budget process to become familiar with the operations of the district. Many current budget committee members began serving as the alternate.



Candidates must meet the following qualifications: be a registered voter of the District, have lived in the District for one year and cannot be a Forest Grove School District employee.

The Budget Committee reviews the District's budget and recommends needed changes based on Priorities set by the board. The Committee conducts business in evening public meetings held between March and June. The Budget Committee approves the Budget Document and forwards it to the School Board for adoption by the end of June.

If you are interested in learning more about this opportunity to be involved in the District's Budget process, please visit our district website under Board / Budget or contact the Superintendent's office listed below.

Those who wish to apply should fill out an application and turn into the Superintendent's office **no later than 2 p.m. Monday, November 24, 2024**. Applications are located on the District website <https://www.fgsdk12.org/> under Board and then Budget. Applications can be submitted to the following:

Forest Grove School District
Attn: Superintendents Office
1728 Main Street
Forest Grove OR 97116
- or -
emailed to: schoolboard@fgsd.k12.or.us

EL DISTRITO ESCOLAR DE FOREST GROVE BUSCA SOLICITANTE PARA UN CARGO EN EL COMITÉ DE PRESUPUESTO

El Distrito Escolar de Forest Grove invita a las personas interesadas a postularse para tres puestos vacantes en el Comité de Presupuesto. Este año, el Distrito tiene un puesto de un año, un puesto de tres años y un puesto suplente. El suplente tiene un mandato de un año y no es miembro con derecho a voto del comité; sin embargo, esta es una oportunidad para que cualquier persona interesada en aprender el proceso presupuestario se familiarice con el funcionamiento del distrito. Muchos de los actuales miembros del comité de presupuesto comenzaron como suplentes.



Los candidatos deben cumplir con los siguientes requisitos: ser un votante registrado del Distrito, haber vivido en el Distrito durante un año y no pueden ser empleados del Distrito Escolar de Forest Grove.

El Comité Presupuestario revisa el presupuesto del Distrito y recomienda los cambios necesarios basándose en las prioridades establecidas por la junta. El Comité celebra reuniones públicas nocturnas entre marzo y junio. El Comité Presupuestario aprueba el Documento Presupuestario y lo remite al Consejo Escolar para su adopción a finales de junio.

Si usted está interesado en aprender más acerca de esta oportunidad de participar en el proceso de Presupuesto del Distrito, por favor visite nuestro sitio web del distrito bajo Junta / Presupuesto o póngase en contacto con la oficina del Superintendente se enumeran a continuación.

Aquellos que deseen presentar una solicitud deben completar una solicitud y entregarla en la **oficina del Superintendente a más tardar a las 2 p.m. Lunes, 24 de noviembre de 2024**. Las solicitudes están ubicadas en el sitio web del Distrito <https://www.fgsdk12.org/> bajo Junta y luego Presupuesto. Las solicitudes se pueden enviar a lo siguiente:

Distrito escolar de Forest Grove
A la atención de: Oficina del Superintendente
1728 calle principal
Forest Grove OR 97116

- o -

enviado por correo electrónico a: schoolboard@fgsd.k12.or.us



Forest Grove School District
1728 Main Street
Forest Grove, OR 97116
www.fgsdk12.org

Phone: 503-357-6171
email: schoolboard@fgsd.k12.or.us

Application for Appointment to the Budget Committee

The 10 member Budget Committee is composed of the District five-member elected School Board and five members plus one alternate appointed by the Board. Appointed members serve for three years, the alternate is a one year term.

Most Budget Committee meetings are held in early spring, usually in the evenings. The number and length of the meetings vary.

Eligibility for the Budget Committee:

1. Live in the Forest Grove School District
2. Be a registered voter.
3. Not an officer, agent, or employee of the District.

Please print:

Name
First _____ Middle _____ Last _____
Day phone _____ Evening phone _____

Address _____
Street City State Zip

Email address: _____

I have lived in the District for _____ years.

Do you have children attending public schools? ☐ Yes ☐ No

If so, what grades _____

Occupation _____

Employed _____
Firm or individual City

Member of the District Equity Committee? ____ Yes ____ No

If appointed, I will fulfill my duties as Budget Committee member to the best of my ability.

Name

Signature

Please complete the four questions on the attached form and return both pages to Superintendents Office – 1728 Main Street, Forest Grove, OR 97116 or email to schoolboard@fgsd.k12.or.us

Why do you want to serve on the Budget Committee?

What strengths would you bring to the Budget Committee?

What is your educational philosophy?

Describe your knowledge of the District's current financial situation.



Distrito Escolar de Forest Grove
1728 Main Street
Forest Grove, OR 97116
www.fgsdk12.org

Teléfono: 503-357-6171
email: schoolboard@fgsd.k12.or.us

Solicitud de nombramiento para el Comité de Presupuesto

El Comité de Presupuesto de 10 miembros está conformado por los cinco miembros elegidos del Consejo Escolar del distrito y por otros cinco miembros y un suplente designados por el Consejo. Los miembros designados prestan servicios por un periodo de tres años, el puesto de suplente es solo por un año.

La mayoría de las reuniones del Comité de Presupuesto se llevan a cabo a principios de la primavera, regularmente por la tarde-noche. La cantidad de reuniones y la duración de cada una varían.

Elegibilidad para ser miembro del Comité de Presupuesto:

- 1. Vivir dentro de los límites del Distrito Escolar de Forest Grove**
- 2. Ser un votante registrado**
- 3. No ser un funcionario, agente o empleado del distrito escolar**

Escribir con letra de molde:

Nombre _____
Primer nombre Segundo nombre Apellido

Teléfono durante el día _____ Teléfono durante la tarde _____

Dirección: _____
Número y calle Ciudad Estado Código postal

Correo electrónico: _____

He vivido en el distrito escolar durante _____ años.

¿Tiene hijos que asisten a escuelas públicas? ☐ Sí ☐ No

Si respondió sí, ¿en qué grados están? _____

Ocupación _____

Empleado _____
Nombre de la empresa o persona Ciudad

¿Miembro del Comité de Equidad del Distrito? ____ Sí ____ No

Si llego a ser designado, cumpliré con todos mis deberes como miembro del Comité de Presupuesto hasta donde sea capaz.

Nombre

Firma

Por favor responda las cuatro preguntas y envíe ambas páginas a la Oficina del superintendente - 1728 Main Street, Forest Grove, OR 97116 o envíelas por correo electrónico a schoolboard@fgsd.k12.or.us

¿Por qué le gustaría formar parte del Comité de Presupuesto?

¿Qué habilidades o virtudes aportaría al Comité de Presupuesto?

¿Cuál es su filosofía en cuanto a la educación?

Describa qué tanto conoce sobre la situación financiera actual del distrito.

FOREST GROVE SCHOOL DISTRICT
BOARD OF DIRECTORS MEETING

September 23, 2025

ITEM No.: 5

TYPE OF ITEM: Action

TOPIC: School Board

PREPARED BY: Kristy Kottkey

WILL BE PRESENTED BY: Kristy Kottkey

DESCRIPTION OF AGENDA ITEM:

On September 9, 2025, the Board reviewed the draft Purpose Statement. All members had the opportunity to provide feedback, and the statement has been adjusted accordingly.

The Purpose Statement clarifies the Board's role in supporting the successful implementation of the District's Strategic Plan and Superintendent's goals.

RECOMMENDATION:

Review and approve the revised Purpose Statement and Board Commitments for adoption.

ADDITIONAL MATERIAL:

Attached: Yes X No _____

Available: Yes X No _____

Forest Grove School District

School Board Purpose Statement

The purpose of the School Board is to create the conditions and provide oversight for the successful implementation of the Strategic Plan, ensuring the district achieves its goals in service to student learning. In our oversight role, we are dedicated to:

- Using data aligned to goals to monitor academic growth and achievement;
- Adopting a budget that aligns with district priorities;
- Ensuring fiscal accountability and transparency;
- Supporting the ~~Superintendent's Strategic Plan and Superintendent~~ goals; and,
- Conducting a rigorous superintendent evaluation.

Our Commitments

As part of our dedication to the students and families of the Forest Grove School District, we also commit to:

- ~~Advocate at the local, state, and national levels on behalf of FGSD students and families; Listen intently and engage with the community to support the Strategic Plan and improve the experiences of students and families within FGSD; and,~~
- ~~Advocate at the local, state, and national levels on behalf of FGSD students and families. Listen intently and engage with the community to support the Strategic Plan and improve the experiences of students and families within FGSD.~~

Proposed next steps:

- 9 September board meeting for first read and discussion
- 23 September board meeting for action and adoption

Proposed success criteria (~~future conversation~~):

- Talking points that articulate the role of the School board
- ~~Talking points about the school district generally and progress toward goals~~
- Direct engagement(s) with students (~~e.g., student-only town hall, visits with student leaders~~)
- ~~Direct engagement with the community (e.g., conference days, community events, etc.)~~
- Midpoint report (NOTE: Maybe align with superintendent work session? Use Google Form to capture engagement?)
- End of year report

FOREST GROVE SCHOOL DISTRICT
BOARD OF DIRECTORS MEETING

September 23, 2025

ITEM No.: 1

TYPE OF ITEM: Future Action

TOPIC: Superintendent Evaluation and Timeline

PREPARED BY: Suzanne West

WILL BE PRESENTED BY: Suzanne West

DESCRIPTION OF AGENDA ITEM:

The 2025-2026 Superintendent Evaluation and Timeline is presented as a first read and will be brought forward for action October 14, 2025.

RECOMMENDATION:

First read only.

ADDITIONAL MATERIAL:

Attached: Yes X No _____

Available: Yes X No _____

2025-26 Superintendent Goals and Evaluation Criteria

Goal 1: Advance Instructional Excellence and Alignment

By June 2026, strengthen implementation of the Forest Grove School District Instructional Framework through aligned systems of professional learning, curriculum, and instructional leadership, with specific attention to effective language acquisition, instructional practices, and safe and welcoming learning environments. Demonstrate measurable improvement in:

- Alignment of coaching, PLCs, and administrator development to the district instructional vision;
- District progress on student Panorama survey teacher-student relationship measures;
- Use of instructional walkthrough and observation data to inform school improvement.

Alignment: Strategic Plan Priority 1 & 2; LPGT metrics

Goal 2: Improve Literacy and Numeracy Outcomes for All Learners

By June 2026, increase student achievement in reading and math through data-driven, equity-focused system improvements, with a focus on early literacy and middle grade math. Achieve:

- District progress that meets or exceeds the 2025–26 gap-closing targets in 3rd Grade ELA and 8th Grade Math for “Combined Focal Group” as defined in the LPGT;
- Disaggregated benchmark growth in reading and math, with attention to focal student groups (e.g., multilingual learners, students with disabilities, and economically disadvantaged students);
- Increased educator use of assessment data to inform instruction, as evidenced by teacher survey data and SIP documentation.

Alignment: Strategic Plan Priorities 1 & 2; LPGT metrics

Goal 3: Strengthen Two-Way Communication and Engagement with Staff, Students, and Families

By May 2026, deepen two-way communication structures and promote inclusive engagement with families, staff, and students, with emphasis on accessibility, identity safety, and responsiveness. Demonstrate measurable improvement in:

- Family, student, and staff survey indicators related to communication, belonging, and access to leadership;
- Participation in multilingual, culturally affirming engagement opportunities at school and district levels;
- Implementation of district-wide systems for feedback loops, shared decision-making, and follow-up.

Alignment: Strategic Plan Priorities 2 & 3

Goal 4: Ensure Strategic Stewardship of Human and Financial Resources

By June 2026, ensure effective and equitable use of human and financial resources aligned to district vision and student need. Achieve:

- Progress in modernizing human resources and fiscal systems to support efficiency, effective hiring practices and benefits administration, and accurate fiscal accounting;
- Completion of collective bargaining in a way that strengthens relationships and meets district goals;
- Progress on leadership development systems and recruitment/retention plans, particularly for high-needs areas.

Alignment: Strategic Plan Priority 4

2025-26 Monitoring Schedule

28 October 2025

- Walkthrough examples (*Goal 1*);
- Fall grade 3 ELA and SLA and grade 8 math disaggregated cohort growth data (*Goal 2*);
- Fall student Panorama responses to Teacher-Student Relationships data (*Goal 3*);
- 2024-25 Elevating Voices in Education (EVE) Workforce Survey (*Goal 3*);
- Staffing update (*Goal 4*);
- Quarterly financial update (*Goal 4*).

27 January 2026

- Professional learning events: focus and feedback (*Goal 1*);
- Winter grade 3 ELA and SLA and grade 8 math disaggregated cohort growth data (*Goal 2, presented in February*);
- Summary of engagement efforts (*Goal 3*).

28 April 2026

- Walkthrough examples (*Goal 1*);
- Quarterly financial update (*Goal 4, March Budget Committee*).

24 June 2026

- Professional learning events: focus and feedback (*Goal 1*);
- Spring grade 3 ELA and SLA and grade 8 math disaggregated cohort growth data (*Goal 2*);
- Spring student Panorama responses to Teacher-Student Relationships data (*Goal 3*);
- Staffing update (*Goal 4*);
- Quarterly financial update (*Goal 4, May Budget Committee*).

Superintendent Evaluation Timeline/Process for 2025-2026

Action	Date	Person(s)
<ul style="list-style-type: none"> Superintendent and board set evaluation goals for the upcoming year. Board Leadership/Superintendent review the evaluation process, including goals and timelines to be used this school year. 	September 2025	Board Leadership & Superintendent
<ul style="list-style-type: none"> School Board formally adopts superintendent goals, evaluation criteria, and timeline in open session. 	Tuesday, October 14, 2025	School Board & Superintendent
<ul style="list-style-type: none"> Superintendent reports interim progress on goals to School Board during work session*. <i>*Evaluative feedback may only be given during executive session.</i> 	Tuesday, October 28, 2025	Superintendent
<ul style="list-style-type: none"> Superintendent reports interim progress on goals to School board during work session*. <i>*Evaluative feedback may only be given during executive session.</i> 	Tuesday, January 27, 2026	Superintendent
<ul style="list-style-type: none"> Work session documents collated and sent to School Board for evaluation. 	Monday, March 2, 2025	Exec. Asst. to School Board
<ul style="list-style-type: none"> Special Executive Session: <ul style="list-style-type: none"> <i>Superintendent presents their self-evaluation to the School Board. Superintendent exits upon completion of the self-evaluation and follow-up questions by the board, if any.</i> <i>School Board reviews evidence of progress toward goals performance relative to policy.</i> <i>School Board members discuss their individual evaluations and develop the School Board's written summative evaluation.</i> 	Wednesday, March 4, 2026	School Board & Superintendent
<ul style="list-style-type: none"> Superintendent reports interim progress on goals to School Board during work session*. <i>*Evaluative feedback may only be given during executive session.</i> 	Tuesday, April 28, 2026	Superintendent
<ul style="list-style-type: none"> Work session documents updated after work session and sent to School Board for evaluation. 	Wednesday, April 29, 2026	Exec. Asst. to School Board
<ul style="list-style-type: none"> OPTIONAL Special Executive Session: <ul style="list-style-type: none"> <i>School Board members meet to discuss their evaluations and develop the board's official written summative evaluation document(s) that will be shared with the superintendent.</i> 	Monday, May, 4 2026	School Board (if needed)
<ul style="list-style-type: none"> Executive Session: <ul style="list-style-type: none"> <i>School Board and superintendent meet to discuss and clarify the summative evaluation document. Superintendent exits executive session. Changes to the evaluation may be made as a result of the discussions.</i> 	Thursday, May 7, 2026	School Board & Superintendent
<ul style="list-style-type: none"> Open Session: <ul style="list-style-type: none"> School Board votes in open session to approve the summative evaluation and a brief statement of the evaluation. A copy of the final written summative evaluation form is placed in the Superintendent's personnel folder. 	Tuesday, May 12, 2026	School Board & Superintendent
<ul style="list-style-type: none"> Superintendent final report on progress on goals to School Board during work session*. <i>*Evaluative feedback may only be given during executive session.</i> 	Tuesday, April 28, 2026	Superintendent
<ul style="list-style-type: none"> Superintendent and School Board set evaluation goals for the upcoming year. 	August 2026	School Board & Superintendent

All meetings are regular meetings, unless otherwise designated. Evaluation meetings must be held in executive session unless requested by the superintendent to be done in open session ORS 192.660(2)(i) (denoted above with bold italics). This adopted timeline shall serve as notice to the superintendent of the pending stated executive sessions within this document.