

Fern Ridge School District Board of Directors

Monday, April 21, 2025 The doors will open at 6:15pm

District Administration Office, 88834 Territorial Road, Elmira, Oregon 97437

1. Call to Order: Public - 6:30 pm

We have a shared vision in the Fern Ridge School District: Provide excellence for every student so that each will reach their greatest potential.

Thank you to the members of the public who have joined us. As a reminder, School Board meetings and work sessions are meetings of the Board held in public, providing an opportunity to observe the Board's discussion and actions.

In an effort to conduct official Board business, we ask that the audience be respectful and refrain from questions, comments, and unnecessary noise while the Board conducts the meeting.

There is an opportunity for citizen comment tonight, and the Board looks forward to hearing from those who signed up. I will share some reminders when we get to that portion of the meeting.

Also, please note that all Board meetings are live-streamed and posted on the School Board area of the website.

2. Citizenship Award

Presenter: Forrest Cooper

3. Flag Salute led by Citizenship Award Winner

4. Public Comment: The Fern Ridge School Board encourages public input. A person wanting to provide public comment will need to complete and submit an Intent to Speak form to the Board secretary by 1:00 pm on the day of the board meeting.

Public comment is limited to this place on the agenda not to exceed a total of 30 minutes for all commenters. A person giving public comment is limited to an established time limit of (3) three minutes. While speakers may, during public meetings, offer objective criticism of school operations and programs, the Board will not hear personal complaints concerning district personnel nor against any person connected with the school system.

Please state your name and if you are a resident of the district. If speaking for an organization, state the name of the organization. The Board reserves the right to refer the matter to the administration.

5. **Monthly Items:**

5.A. Approval of Minutes - Board Action

6. **Business Office**

Presenter: Business
Manager, Quanah
Bennett

6.A. Enrollment Report

6.B. General Fund Revenue and Expenditure Report -
Board Action

7. **Reports:**

7.A. Bond Mechanical Improvements-Contractor Award-
Board Action

7.B. Bond Interior Renovations-Contractor Award-
Board Action

7.C. FRSD Family Resource Coordinator Report

Presenter: Amy Hand

7.D. Veneta Elementary School Report

Presenter: Dawn Dean

7.E. Fern Ridge Education Association

Presenter: Jennifer
Snider-Prutzman

7.F. Student Representative(s) to the School Board
Report

Presenter: JT Myers
and Fern Valle Arvizu

7.G. Director of K-12 Programs

7.G.1. Integrated Plan Application - Board
Action

7.H. Superintendent's Report

8. **Discussion Items**

8.A. First Reading of Proposed 2025-2026 Meeting
Schedule

8.B. 2025-2026 Public Calendar Revision- Board
action

8.C. First Reading of Proposed Policy Updates - GBED
G1 updated (Medical Examinations and Drug
Testing), IGBAF G1 update Special Education-IEP,
IGBAF R G1 update Special Education-IEP, and
IGBAG G1 update Special Education-Procedural
Safeguards.

8.D. Second Reading of Proposed Policy Updates - AC
Glupdate (Nondiscrimination and Civil Rights
11/24), GBN_JBA Glupdate (Sexual Harassment
4/24), JBA_GBN Glupdate (Sexual Harassment 4/24),
and JFE Glupdate (Pregnant and/or Parenting
Students 4/21).

8.E. Fern Ridge Education Association 2025-2028
Contract - Board Action

9. **Personnel**

9.A. Licensed Employees Resignations/New
Hires/Transfers/Other

9.B. Resignation of Elizabeth Booth, 1.0 FTE
Elementary Teacher at Veneta Elementary School,
effective June 30, 2025.

9.C. Non-Licensed Personnel Report

9.C.1. Renew District Office Group for 2025-2026: Quanah Bennett, Leiisa Boytz, Amy Hand, Paul Lambert, Dan Prutzman, and Brie Scriber - Board Action Required

10. Late Items/Closing Comments/Board Community Involvement

11. Upcoming Events:

April 21-25: Volunteer Recognition Week

April 23: Secretary Day

May 1: School Principal Day

May 2: Lunch Hero Day

May 5-9: Teacher Appreciation Week

May 23: No School

Elmira Elementary

April 29: Talent Show

May 7-10: Spring Book Fair

May 9: Chalk the Walk 5-7:30

May 20: PTA Meeting 6:00

Veneta Elementary

April 22: Planned Parenthood Preview Presentation
5:30-6:30

April 22: Earth Day Celebration

May 7: Walk & Roll to School

May 13: PALS Meeting 5:30

Fern Ridge Middle

April 29: 7th Grade Field Trip

May 16, 19-22: 8th Grade Flyups

May 21: Fly-up Parent Meeting

Elmira High

April 22: JV Track and Field @ Marist
V Baseball @ Sisters
V Softball @ Sisters

April 25: V Baseball @ Harrisburg Doubleheader
V Softball @ Harrisburg

Doubleheader

April 29: JV Track and Field @ Cottage Grove
V Baseball @ Creswell
V Softball @ Creswell

May 2: JV Baseball @ Pleasant Hill Doubleheader
JV Softball @ Pleasant

Hill Doubleheader

V Baseball @ Pleasant

Hill Doubleheader

V Softball @ Pleasant

Hill Doubleheader

May 3: Track and Field @ Junction City

May 6: JV Baseball @ La Pine
V Baseball @ La Pine
V Softball @ La Pine

May 7: Track and Field @ Thurston

May 8: JV Baseball @ Crow
JV Softball @ Crow
May 9: V Baseball @ Sisters Doubleheader
V Softball @ Sisters Doubleheader
May 13: JV Softball @ Harrisburg
V Softball @ Harrisburg
May 16: Track and Field @ Regis St Mary Catholic
School
V Baseball @ Creswell Doubleheader
V Softball @ Creswell Doubleheader

12. Adjournment



FERN RIDGE SCHOOL DISTRICT 28J
School Board Meeting Minutes

WORK SESSION of the FERN RIDGE SCHOOL BOARD

March 17, 2025

Zoom Webinar & In-Person Meeting
88834 Territorial Rd.
Elmira, Or 97437

CALL TO ORDER (Agenda Item 1): The work session of the Fern Ridge School Board was called to order by Chair Graham at 5:45pm.

In attendance were Directors Mark Boren, Barbara Graham, Kathleen Pizzola, Lisa McCann, Andrea Larson, and Superintendent Gary Carpenter. Kristin Miles attended remotely via Zoom.

We have a shared vision in the Fern Ridge School District: Provide excellence for every student so that each will reach their greatest potential.

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CRUCIAL CONVERSATIONS – 2 big takeaways: something you can reflect on/apply to yourself, and something you can apply to the work of the board: (Agenda Item 2):

Kristin Miles led the discussion around the book and how it relates to the board work. Each board member gave their perspective in regards to the book with relation to the board.

BE PREPARED TO TALK ABOUT THE FOLLOWING QUESTIONS (Agenda Item 3):

- a. **What has been your most positive team experience (in your whole life)?**
- b. **What's the best thing about being on our board?**
- c. **What's the most challenging thing about being on our board?**
- d. **What is a goal we are all working toward?**
- e. **How does our communication speed or slow down our process?**

Kristin Miles led the discussion and the answering of each question. Each board member gave their perspective in regards to each of the above questions.

WORK IN PAIRS TO COME UP WITH GOAL RECOMMENDATIONS FOR WORKING TOGETHER AS A BOARD THE REST OF THE YEAR (Agenda Item 4): Kristin Miles led the discussion

around board goals and approaching what communication means to the board. Proposing that a process called Communication Protocols is used to help the board establish this definition. There was a time of discussion around when this work will start and that Kristen Miles will supply a template for the board to work from.

LATE ITEMS/CLOSING COMMENTS: (Agenda Item 5): None at this time.

ADJOURNMENT (Agenda Item 6): The work session was adjourned at 6:25 pm.

Attest: _____
School Board Representative

Gary E. Carpenter, Jr., Superintendent



FERN RIDGE SCHOOL DISTRICT 28J
School Board Meeting Minutes

REGULAR MEETING of the FERN RIDGE SCHOOL BOARD

March 17, 2025

Zoom Webinar & In-Person Meeting
88834 Territorial Rd.
Elmira, Or 97437

CALL TO ORDER (Agenda Item 1): The regular meeting was called to order at 6:31 pm.

In attendance were Directors Barbara Graham, Kathleen Pizzola, Andrea Larson, Lisa McCann, Mark Boren and Superintendent Gary Carpenter.

We have a shared vision in the Fern Ridge School District: Provide excellence for every student so that each will reach their greatest potential.

Thank you to the members of the public who have joined us. As a reminder, School Board meetings and work sessions are meetings of the Board held in public, providing an opportunity to observe the Board's discussion and actions.

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CITIZENSHIP AWARD (Agenda Item 2): The March Citizenship Award was presented to Fern Ridge Middle School student, Arabelle Kendrick.

FLAG SALUTE (Agenda Item 3): Fern Ridge Middle School student, Arabelle Kendrick led the flag salute.

PUBLIC COMMENT (Agenda Item 4): None at this time

WEST LANE CHARTER SCHOOL – Curriculum Change Request (Agenda Item 5): The West Lane Charter School curriculum change was presented for approval.

Director Larson moved to approve the curriculum change request from West Lane Charter School.

seconded by Director Pizzola. There was no discussion. The motion carried with Directors Boren, Larson, Graham, Pizzola, and McCann voting yes. 5-0.

MONTHLY ITEMS (Agenda Item 6):

6. A. Approval of Minutes: The minutes from the work session and regular meeting on February 24, 2025, were presented for approval.

Director Boren moved to approve the February 24, 2025 work session and regular session minutes, seconded by Director Pizzola. There was no discussion. The motion carried with Directors Boren, Larson, Graham, Pizzola, and McCann voting yes. 5-0.

BUSINESS OFFICE (Agenda Item 7):

7. A. Enrollment Report: Business Manager Quanah Bennett reviewed the enrollment report as of March 1, 2025. District Enrollment is 1,297, which is 13 over our budgeted enrollment, 8 more than last month. The elementary level is up by 6, the middle school is up by 27, and the high school is down by 20. There are seven more out of district placements than what was projected in the budget. Both elementary schools are sitting at an average class size of 23. Director McCann requested the average class sizes for the Middle and High School.

7. B. General Fund Revenue and Expenditure Report: Business Manager Quanah Bennett reviewed the general fund revenue and expenditure report as of February 28, 2025. The district has received 80% of our budgeted revenue. We were at 87% last year. The district's operating expenditures are at 52%, we were at 53% last year. Transfer of Special Fund into General Revenue took place. This is the triple pay month for licensed staff which means the expenses will go up for next months report.

7. C. Resolution 24-25/10 Appropriation Transfer: Business Manager Quanah Bennett explained and presented the transfer of funds in the budget. There was a time of clarification around what was budgeted and what was spent in ESSR funds. Quanah indicated which fund the transfer is coming from and which one it is going to on the resolution.

Director Larson moved to pass Resolution 24-25/10, seconded by Director McCann. There was no discussion. The motion carried with Directors Boren, Larson, Graham, Pizzola, and McCann voting yes. 5-0.

7. D. Second Reading of Proposed 25-26 Calendar: Superintendent Carpenter presented the possibilities of changes in May and when bargaining is concluded.

Director Boren moved to adopt the proposed 25-26 calendar, seconded by Director Pizzola. There was a brief discussion on a state wide non contract day. The motion carried with Directors Boren, Larson, Graham, Pizzola, and McCann voting yes. 5-0.

REPORTS (Agenda Item 8):

8. A. Elmira Elementary School Presentation: Principal Billie Perrier presented slides to highlight Elmira Elementary School's programs and initiatives.

8. B. Fern Ridge Education Association: FREA Representative, Mari Jones presented slides of each building's recent activities and events. Mari gave an update on the Legislative sessions and their focus for Oregon schools.

8. C. Student Representatives: Student representatives Fern Valle-Arvizu and JT Meyers reported that girl's varsity basketball received OSAA Academic All State Award placing top 10 cumulative gpa. Wrestling concluded with one 4th place winner at State Championships. Rough and Tough Grad Night game was a success with the senior class beating the juniors and staff team raising \$3,270 for Senior Grad Night. The Annual Junior night was on March 6 to present to students and families all of the college, CTE and military options after graduation. OBOB Regionals were held at the high school on March 8, with the Elmira team placing 3rd. Outdoor School meetings are going well. There will be a career fair at Elmira High School on the 19th with 31 surrounding area business and college possibilities. Seniors will be completing their mock interviews which will fulfill the graduation requirement. The 5th grade track meet will occur on Thursday the 20th. The 49th Annual Elmira Relays on March 21st with 8 teams will be the first and last meet before the renovations.

8. D. Director of K-12 Programs:

8. D.1: Health Curriculum Adoption: Director Michelle Marshall presented the FRSD Health Curriculum Adoption for approval.

Director Boren moved to adopt the Health Curriculum as presented, seconded by Director McCann. There was no discussion. The motion carried with Directors Boren, Larson, Graham, Pizzola, and McCann voting yes 5-0.

8. D.1: Integrated Guidance Application: Director Michelle Marshall presented the FRSD Integrated Plan. There will be a more in depth presentation in April for approval.

8. E. Superintendent's Report: Superintendent Carpenter gave a brief overview of the Bond projects that are on track. He gave an update on the bargaining meetings and progress. Superintendent Carpenter informed the board that the district will be transitioning to a new website over the summer, making Fern Ridge's website ADA compliant.

DISCUSSION ITEMS (Agenda Item 9):

9. A. First Reading of Proposed Policy Updates: A first reading was held on the following proposed administrative rule and policy updates: AC G1update, AC R D1update, GBN_JBA G1update, JBA_GBN G1update, JFE R D1 delete, JFE R G1-replace, JFE G1 update.

9. C. Second Reading of Proposed Policy Updates: A second reading was held on the following proposed administrative rule and policy updates for approval: GCBDA_GDBDA G1 updated, and GCBDD_GDBDD G1 updated.

There was a time of discussion on the meaning of the word *affinity* in relation to policy Sick Leave.

Director Boren moved to approve the policy proposal updates as presented, seconded by Director McCann. There was no more discussion. The motion carried with Directors Boren, Larson, Graham, and Pizzola, Director McCann voting yes. 5-0.

PERSONNEL (Agenda Item 10):

10. A. Licensed Employees Resignations/New hires/Transfers/Other:

10. A.1: Hiring of Conrad Davis, 1.0 FTE Temporary Math Teacher at Elmira High School, effective February 21, 2025. Resignation of Amy Hutton, 1.0 FTE Teacher at Elmira Elementary School, effective June 30, 2025. Resignation of Amara Houghtaling, 1.0 FTE Teacher at Elmira Elementary School, effective June 30, 2025. Resignation of River Hardy, 1.0 FTE Teacher at Fern Ridge Middle School, effective June 30, 2025. Resignation of Ralph Davis, 1.0 FTE Teacher at Fern Ridge Middle School, effective June 30, 2025. Resignation of Madison Cook, 1.0 FTE School Psychologist Intern, effective June 30, 2025.

Director Boren moved to accept the licensed resignations, new hires, transfers, other as proposed , seconded by Director Larson. There was no discussion. The motion carried with Directors Boren, Larson, Graham, and Pizzola, Director McCann voting yes. 5-0.

10. B. Non-Licensed Personnel Report: The non-licensed personnel report was presented for review:

Resignations/Retirements

1. None at this time.

New Hires/Transfers

1. None at this time.

Other

2. None at this time.

Coaches

1. Hiring of Jeannie Core, JV Softball Coach at Elmira High School, effective March 3, 2025.
2. Hiring of Aaron Franklin, JV Baseball Coach at Elmira High School, effective March 3, 2025.

LATE ITEMS/CLOSING COMMENTS/BOARD COMMUNITY INVOLVEMENT (Agenda Item 11):

11. A. Director Larson was the moderator of the OBOB Regionals competition.

UPCOMING EVENTS (Agenda Item 12):

12. A. Upcoming Events:

March 21: NO School

March 24-28 Spring Break

April 3: End of 3rd Quarter

April 4: NO School - Teacher Work Day

Elmira Elementary

April 15: PTA Meeting 6pm

April 17-18 Parent/Teacher Conferences

Veneta Elementary

April 5: 22nd Annual Auction 4pm

April 8: PALS Meeting 5:30pm

April 17-18 Parent/Teacher Conferences

Fern Ridge Middle

March 18: Emergency Preparedness Workshop for students 3:30-5:30

April 8: Staff vs Student Basketball Game fundraiser

Elmira High

March 18: V Baseball @ Central Linn

V Softball @ Marshfield

March 19: Job Fair

V Baseball vs Amity

V Softball vs Amity

JV Baseball vs Amity

March 20: Elementary School Track Meet

March 21: **Elmira Relays @ EHS 11am-3pm**

JV Baseball @ Umpqua Valley Christian

JV Softball @ Junction City

V Baseball vs Umpqua Valley Christian

V Softball @ Junction City

March 24: V Softball @ Medford vs Philomath

V Softball @ Medford vs Yreka

March 25: V Baseball @ Creswell HS vs Sutherlin

V Softball @ Medford vs Dayton

V Softball @ Medford vs Hoopa

March 26: V Baseball @ Creswell HS vs North Douglas

March 31: Field and Stadium work begins!

April 1: V Baseball @ Lowell

V Softball @ Marist

April 2: Track and Field @ Willamette HS

April 4: V Baseball @ Coquille-Doubleheader

April 5: Track and Field @ Douglas HS

April 7: JV Baseball @ North Douglas

April 8: JV Baseball @ Mollala

JV Softball vs Mollala

V Baseball @ Mollala

V Softball vs Mollala

April 9: JV Track and Field @ Siuslaw

April 11: V Baseball @ Siuslaw

V Softball @ Siuslaw

JV Baseball @ Siuslaw/Mapleton

JV Softball @ Siuslaw

April 12: Track and Field @ Roseburg HS

April 15: JV Softball vs Pleasant Hill

JV Baseball @ Pleasant Hill

V Baseball vs Pleasant Hill

V Softball vs Pleasant Hill

April 17: JV Softball @ Sutherlin-Doubleheader

Track and Field @ Harrisburg

April 18: V Baseball vs La Pine-Doubleheader

V Softball vs La Pine-Doubleheader

JV Baseball vs La Pine-Doubleheader

**EXECUTIVE SESSION (Agenda Item 13): Executive Session under ORS 192.660(2)(d):
regarding Negotiations**

Chair Graham moved into executive session at 7:42 with a 5-minute recess prior to.

ADJOURNMENT (Agenda Item 14): Chair Graham adjourned the meeting at 8:38 pm.

Attest: _____
School Board Representative

Gary E. Carpenter, Jr., Superintendent



FERN RIDGE SCHOOL DISTRICT 28J
ENROLLMENT REPORT

April 1, 2025

Avg.
Class
Size

	K	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL
EES Teacher 1	17													17
EES Teacher 2	16													16
EES Teacher 3		17												17
EES Teacher 4		18												18
EES Teacher 5			32											32
EES Teacher 6				30										30
EES Teacher 7				31										31
EES Teacher 8					21									21
EES Teacher 9					21									21
EES Teacher 10						24								24
EES Teacher 11						25								25
Elmira Elementary	33	35	32	61	42	49								252
VES Teacher 1	17													17
VES Teacher 2	19													19
VES Teacher 3	20													20
VES Teacher 4		22												22
VES Teacher 5		23												23
VES Teacher 6			23											23
VES Teacher 7			23											23
VES Teacher 8			23											23
VES Teacher 9				26										26
VES Teacher 10				25										25
VES Teacher 11					27									27
VES Teacher 12					30									30
VES Teacher 13						25								25
VES Teacher 14						23								23
Veneta Elementary	56	45	69	51	57	48								326
Total Elementary	89	80	101	112	99	97								578
Fern Ridge Middle School							102	107	96					305
FRMS Options							1		5					6
Elmira High School										82	97	91	79	349
EHS Options												8	13	21
EE Bridges (K-2)	3		4											7
EE Bridges (3-5)				3	1	2								6
VES (Structured Learning)		1	1	2	1	1								6
Home Tutor														-
FRMS Bridges (6-8)							2	3	3					8
Total In-District Enrollment	92	81	106	117	101	100	105	110	104	82	97	99	92	1,286
<i>Change from Adopted Budget (based on ADMr of 1,284)</i>														2
Out of District Placements		2	3		2	1	3	1	2	2	-	3	5	24
<i>Change from Adopted Budget (based on ADMr of 18)</i>														6
Total WLTL Charter School										24	40	27	23	114
FRSD Attending WLTL										10	16	12	12	50
<i>Change from Adopted Budget (based on ADMr of 65)</i>														49
Total District/ Out of District /Charter School Enrollment														1,424
<i>Change from Adopted Budget (based on ADMr of 1,367)</i>														57

22.91

23.29

FR FERN RIDGE SCHOOL DISTRICT 28J

General Fund Revenue and Expenditures

March 31, 2025	ADOPTED 24-25 BUDGET	2024-2025										TOTAL YTD	REMAINING BALANCE
		JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR			
Beginning Fund Balance	3,527,994	-	-	-	-	-	-	4,556,477	-	-	-	4,556,477	(1,028,483)
OPERATING REVENUE:													
PROPERTY TAXES	5,562,447	7,802	13,870	10,581	6,118	4,237,020	928,249	55,409	43,049	119,824	5,421,923	140,524	
TRANSPORTATION FEES	2,100	-	-	-	-	-	-	-	-	-	-	2,100	
EARNINGS ON INVESTMENTS	250,000	37,683	34,880	32,691	29,232	19,440	43,167	43,287	37,072	37,740	315,191	-	
EXTRACURRICULAR ACTIVITIES	4,626	-	-	-	-	-	-	-	-	-	-	-	
RENTALS/DONATIONS/LEASES / PY REV / GRANT FEES / MISC	161,445	4,491	24,688	7,378	19,758	12,701	11,896	10,000	22,830	13,102	126,846	-	
COUNTY SCHOOL FUND / ESD	159,158	-	-	-	-	-	-	41,679	-	-	41,679	117,479	
OTHER INTERMEDIATE SOURCES	5,500	-	7	1,853	-	7	2,455	-	5	1,927	6,253	-	
STATE SCHOOL FUND	11,880,479	2,056,928	999,784	962,504	981,199	965,042	982,768	983,776	863,838	1,101,369	9,897,210	1,983,269	
COMMON SCHOOL FUND	210,000	-	-	-	-	-	-	114,725	-	-	114,725	95,275	
STATE MANAGED COUNTY TIMBER	-	-	-	-	-	26,394	-	-	-	-	26,394	(26,394)	
RESTRICTED GRANTS-IN-AID	-	-	-	-	-	7,225	-	-	-	-	7,225	-	
RESTRICTED FR FED/GOV ST	-	-	-	-	-	12,240	3,780	-	-	-	16,020	(16,020)	
FEDERAL FOREST FEES	58,620	-	-	-	-	-	-	-	-	-	-	58,620	
SALE OF FIXED ASSETS	-	-	550	(300)	-	-	-	-	-	-	250	(250)	
TOTAL OPERATING REVENUE	18,294,375	2,106,904	1,073,778	1,014,708	1,036,307	5,280,069	1,972,316	1,248,877	966,794	1,273,962	15,973,715	2,320,660	

TOTAL BUDGETED REVENUE (INCLUDES BEGINNING FUND BALANCE)

21,822,369

87%

20,530,192

OPERATING EXPENDITURES:													
SALARIES	8,286,866	160,615	188,940	658,462	666,590	665,873	654,904	658,665	662,632	762,360	5,079,042	3,207,824	
BENEFITS	6,214,859	98,375	124,819	475,886	453,348	447,951	440,900	447,291	446,568	516,744	3,451,882	2,762,978	
PURCHASED SERVICES	3,875,536	89,684	89,787	148,449	372,884	330,922	332,261	380,111	309,420	353,478	2,406,996	1,468,540	
SUPPLIES & MATERIALS	472,048	33,620	28,968	50,904	20,318	43,043	51,641	22,827	56,540	32,798	340,659	131,389	
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	
OTHER	297,805	244,737	6,970	1,474	2,589	1,223	321	475	939	216	258,943	38,862	
TOTAL OPERATING EXPENDITURES	19,147,114	627,031	439,484	1,335,175	1,515,729	1,489,010	1,480,027	1,509,370	1,476,099	1,665,597	11,537,521	7,609,593	

60%

NON-OPERATING EXPENDITURES													
INTERFUND TRANSFERS	868,500	-	-	-	-	-	-	-	860,000	-	860,000	8,500	
CONTINGENCY	1,806,755	-	-	-	-	-	-	-	-	-	-	1,806,755	
TOTAL NON-OPERATING EXPENDITURES	2,675,255	-	-	-	-	-	-	-	860,000	-	860,000	1,815,255	

TOTAL BUDGETED EXPENDITURES

21,822,369

12,397,521



Recommendation for award of mechanical upgrades work at FRMS and EHS combined

Request:

To award the above referenced project to Alliant Systems for \$924,629.

Rationale:

The Fern Ridge School District publicly advertised this project on 3/26/25. The design package was generated by Interface Engineering.

A pre-bid walk was conducted on 3/31/25.

Bids were received and opened on 4/9/25.

Bids were all found to be responsive. Bids received were as follows:

Alliant Systems	\$924,629
Comfort Flow	\$1,068,738
Umpqua Sheet Metal	\$1,074,556
Apex Mechanical	\$1,436,000

The engineer's estimate for this work was \$1,200,000. Please note: Alliant Systems has provided mechanical repair and upgrade services for the district in the past so is familiar with the district's systems and their conditions.

Funding:

Funding for this work comes from the project budget for Work Package #3 – Mechanical. This budget was approved by the Board of Directors Summer 2024. The bid was within budget.

Recommendation:

The Board of Directors approves the award to Alliant Systems for the 2025 Mechanical Upgrades project for a total of \$924,629.

Board Meeting: April 21, 2025



Recommendation for award of interior renovations work at VES and EHS combined (summer 2025)

Request:

To award the above referenced project to 2G Construction for \$1,202,000

Rationale:

This project includes upgrades to the gymnasium and one set of restrooms at Veneta Elementary and upgrades to four classrooms at Elmira High School. The Fern Ridge School District publicly advertised this project on 3/26/25. The design package was generated by Rowell Brokaw Architects.

A pre-bid walk was conducted on 4/1/25.

Bids were received and opened on 4/16/25.

Bids were all found to be responsive. Bids received were as follows:

2G Construction	\$1,202,000
Ordell Construction	\$1,367,746
GBC Construction	\$1,411,760
Bridgeway Contracting	\$1,673,674
Ryan Thomas Const.	\$1,685,000

The architect's estimate for this work was \$1,700,000. Please note: 2G Construction is local to Lane County.

Funding:

Funding for this work comes from the project budget for Work Package #2 – Classrooms and Restrooms and is the first phase of a two-summer project. This work will take place summer 2025. The second phase will be interior renovations at FRMS in summer 2026. This budget was approved by the Board of Directors Summer 2024. The bid was within budget.

Recommendation:

The Board of Directors approves the award to 2G Construction for the 2025 Interior Renovations Upgrades project for a total of \$1,202,000

Board Meeting: April 21, 2025

Fern Ridge Family Resource Center



Providing & promoting local activities, programs & resources for all families and students in the Fern Ridge area

CURRENT PROJECTS

Make Parenting a Pleasure happening weekly at Veneta Elementary

4-H Special AfterSchool Year Long STEAM program at Veneta and Elmira Elementaries

Daisy Chain Sing and Sign and Nursing Nook at Fern Ridge Library

Fern Ridge Parent and Tot Meet-Up, Fern Ridge Soccer Tots, & Little Explorers

Free Diaper Program and Drop In support hours weekly at Veneta Elementary

Applegate Regional Theatre partnership with EHS Free Store for Prom formal wear

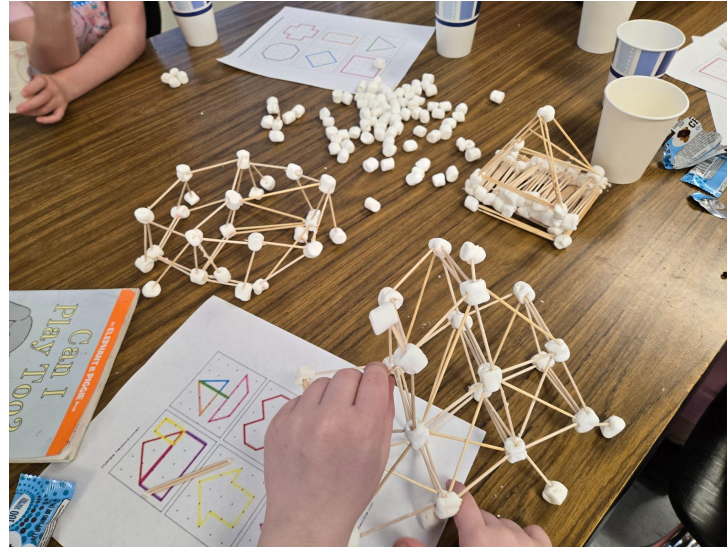
Re-application in progress for the Healthy Families Initiative through the YARG Foundation

Partnership with United Way and PacificSource providing Transportation Flex Funds to Families in our District

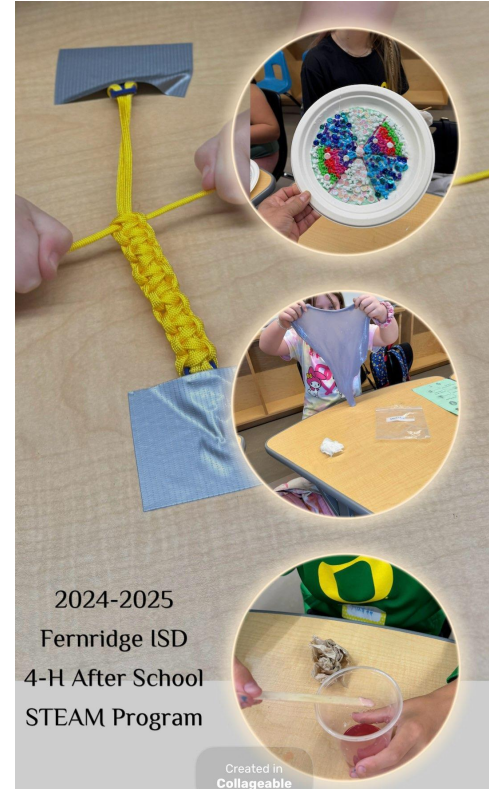




4-H/OSU STEAM Program Partnership



Oregon State University
Extension Service



2024-2025
Fernridge ISD
4-H After School
STEAM Program

Created in
Collageable

Community Connections



Soccer Tots and Little Explorers



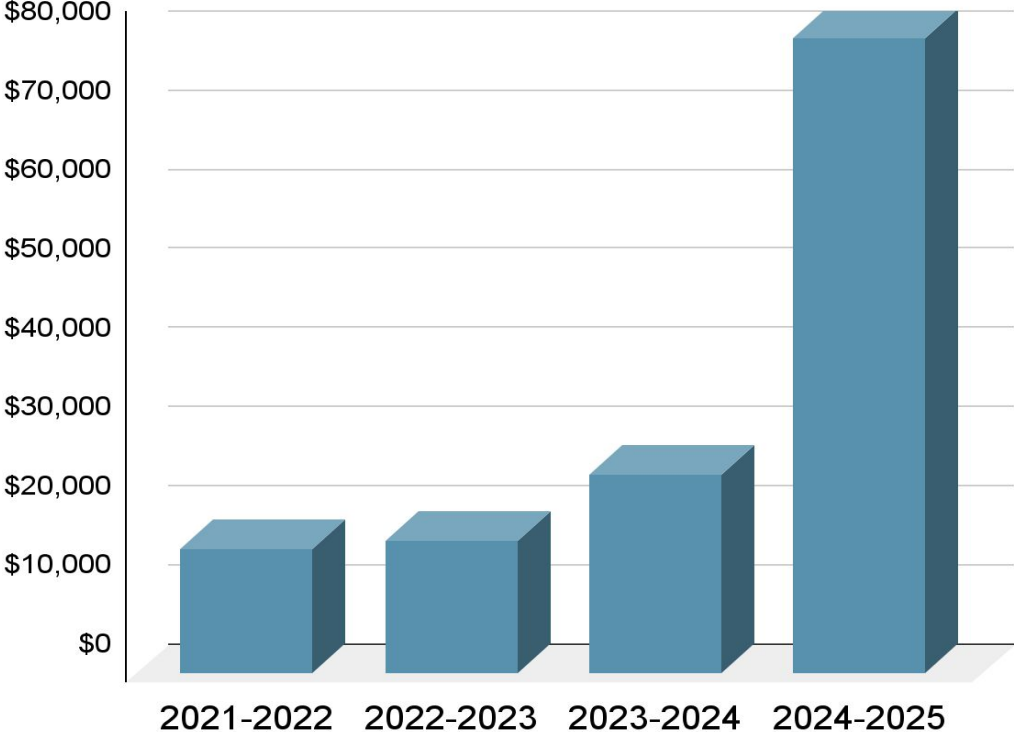
Accomplishments- Funding



- Continued to secure grant funding through United Way of Lane County
- Received additional funding through OPEC parent education grant
- 3 years of applying for and receiving the Brady Grant for students in need
- Awarded 2024/2025 Healthy Families Grant from YARG Foundation
- Awarded Roundhouse Grant for the Second Year
- Awarded Autzen Grant for the Second Year
- OEA Foundation grants applied and received for over 20 students in the last 3 years
- Partnered with Health CCOs and United Way for Transportation Flex Funding for Fern Ridge Families
- Masterclass Grant renewed for District staff continued learning
- Received additional funding through a generous gift from Kiwanis Club of Fern Ridge



FRC Funding Over Time



Accomplishments- Community Engagement & Partnerships



- Brought Collaborative Problem Solving and Make Parenting a Pleasure to district
- Hosted 3 community engagement events including over 30 different community partners with over 250 community members attending
- Continued partnership with Lane County Diaper Bank to offer free diapers to the community. Partnership with Food for Lane County to distribute diapers during the free summer lunch program at the park. Distributed 15,000 free diapers in 2024!
- Continued and built upon our relationship with Daisy Chain, expanding their offerings into lactation and chest feeding support.
- Launched Fern Ridge Soccer Tots (in partnership with TSP) & Fern Ridge Little Explorers beginning in 2024 with over 50 families participating.
- Continued partnership with Applegate Regional Theatre for prom dress and tuxedo rentals.
- Established relationships with a Family for Every Child and 15th Night to provide wrap around services and host family certification for unhoused students 14 and up.
- Established and built relationships with MidLane Cares and Lane County Public Health
- Yearly Participation in the Veneta Harvest Festival
- Established and grew a strong partnership with the Fern Ridge Library



PUBLIC HEALTH
PREVENT. PROMOTE. PROTECT.



**A Family for
Every Child**





Daisy Chain Sing & Sign



Accomplishments- Service Delivery



- Established 2x/week drop-in hours at the Family Resource Center at Veneta Elementary Elementary school
- Established a Free Store at Elmira High School for all students to access School Supplies, Hygiene Products, Clothes and Snacks
- Connected families with Lane ESD Agile funding grant, Health Related Service Needs and Transportation funds grant money
- Partnered with MidLane Cares providing Thanksgiving meals to underserved families
- Received and distributed \$50 Walmart gift cards to 100 families in the district during the holiday season
- Provided Support and Referrals to Rural Student Care Teams for families in need
- Distributed 15,000 free diapers in 2024.
- 100+ families have participated in Daisy Chain's Sing & Sign and Nursing Nook Programs (since Spring 2023)
- Completed Back 2 Youth- Middle School after-school outdoor self-awareness program



Fern Ridge Family Resource Center



Make Parenting A Pleasure



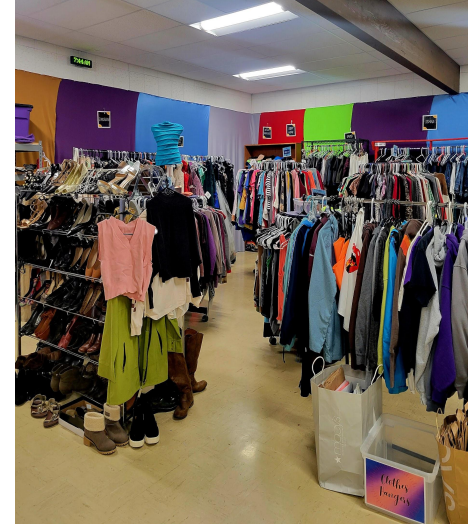
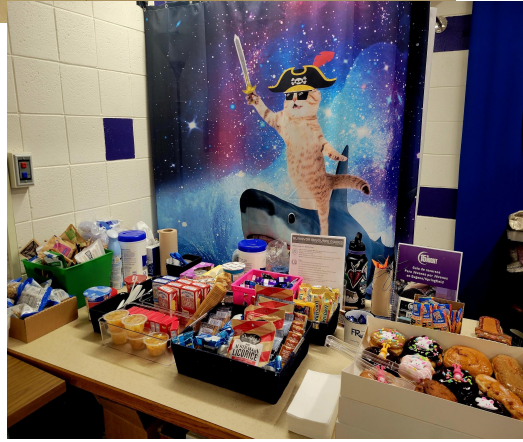
Upcoming Projects/Events



- Parent education component of KITS program
- DAISY Chain Summer Program
- Partnership with Oregon Department of Human Services to provide opportunity for local families to meet with their family coach without needing to travel to Eugene
- Continued Partnership with Lane County Diaper Bank, pairing distribution with FFLC summer meals in the park
- Fern Ridge Soccer Tots in Summer 2025
- Planning for Make Parenting a Pleasure for Fall 2025
- Planning for Collaborative Problem Solving for Fall 2025
- Partnership with Fern Ridge Middle School to enhance clothing closet/free store for students to access
- Continued work with the YARG foundation and their Healthy Families Initiative for additional funding 2025/2026
- United Way Family Resource Center Funding application for 2025-2026 school year
- 4-H OSU STEAM Program plans for the 2025/2026 school year



Elmira High School Free Store





Plans/Wishes/Goals



- Accessible permanent physical location to allow us to begin, expand and consolidate programs and services
- Mentorship program for Middle school students
- Support funding for more community programs and opportunities
- Ukulele lessons (summer offering with Ms Jenny)
- Continue to explore ways to bring more community support services to Fern Ridge





Contact Us!

If you want to learn more about what we do or if you have ideas/suggestions for us.

Please reach out!

Amy Hand and Heather Amrhein

frc@fernridge.k12.or.us

ahand@fernridge.k12.or.us

hamrhein@fernridge.k12.or.us



VENETA ELEMENTARY Board Report

April 2025



VENETA ELEMENTARY BY THE NUMBERS



331

STUDENTS

In grades K-5

15

CLASSROOMS

K-5 & Structured Learning
Center

46

STAFF MEMBERS

Including certified staff
(teachers and specialists),
classified staff
(instructional aides, office
staff, and custodians),
and cafeteria staff

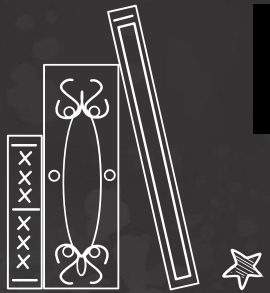





VES % of Regular Attenders by Grade Level




K	1	2	3	4	5	VES Overall
69.6%	67.4%	57.1%	69.8%	72.4%	63.3%	66.3%




Define regular attender: Those who attend 90% or greater.



School Year 23/24 State Assessments

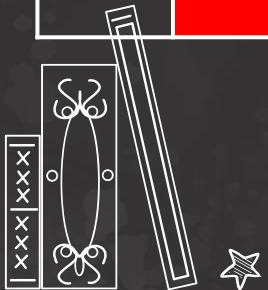




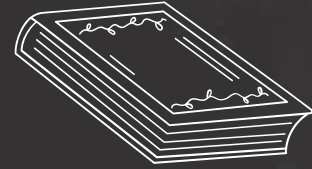
ELA	VES	State
3rd	48%	40%
4th	49%	43%
5th	38%	48%



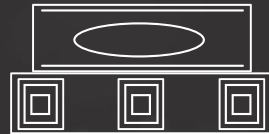
Math	VES	State
3rd	58%	40%
4th	54%	38%
5th	31%	31%

Science	VES	State
5th	32%	30%





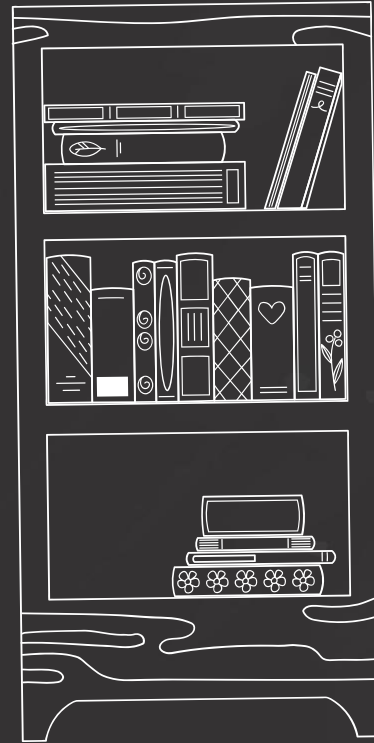
A DAY IN THE LIFE OF A VENETA ELEMENTARY STUDENT

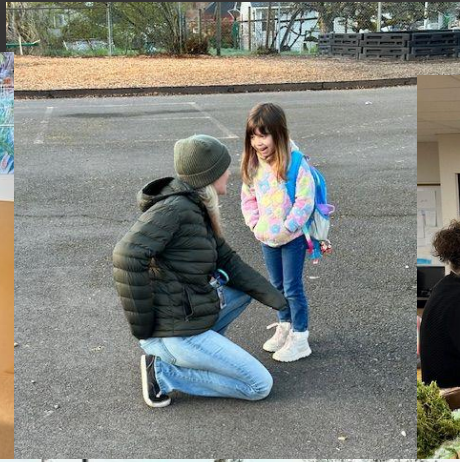


Before School

Students have **25 minutes** after the doors open (7:30am-7:55am) to:

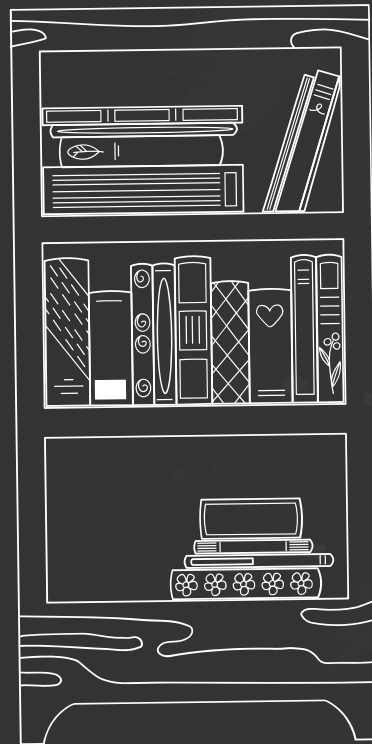
- Eat breakfast
- Go outside and play
- Go to the library







ENGLISH LANGUAGE ARTS (ELA)

Each student receives a minimum of **90 minutes** of core reading instruction in Wonders (the adopted FRSD ELA curriculum) per day. This time is divided into whole group and small group work.





 Talk about how the ducklings and kitten are alike and different.

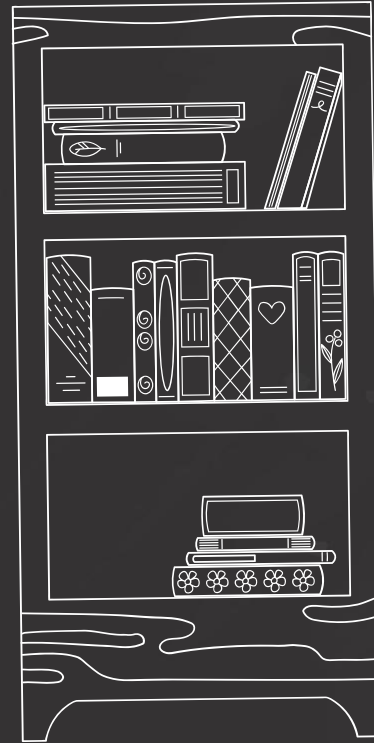
 Write about how the ducklings and kitten are alike and different.

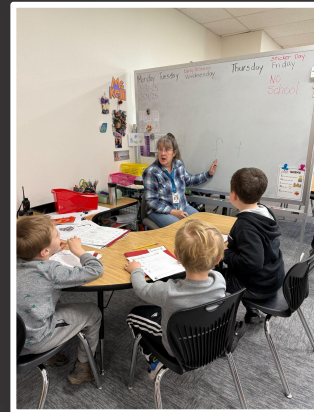
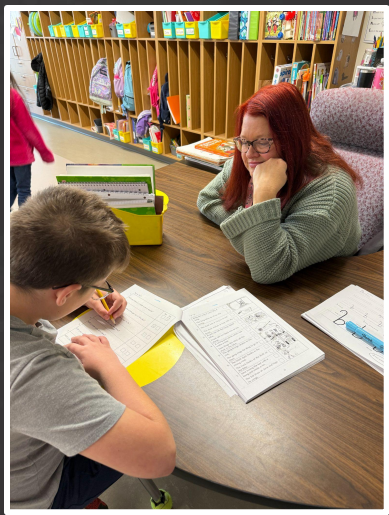
One way these baby animals are alike is _____

One way these baby animals are different is _____

Reading WIN (What I Need)

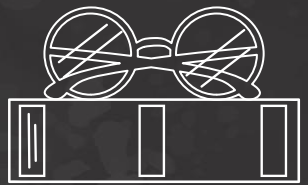
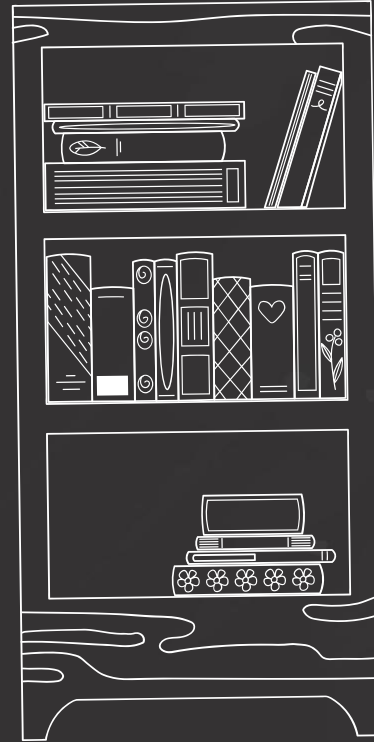
Each student receives **30 minutes** of Reading WIN time per day. Students attend these small reading groups based on ability. Groups are chosen based on many variables, including data presented at Data Team Meetings. This is the time that students on IEPs receive their required reading minutes. Title services for students needing an extra boost of reading instruction also occur during this time.

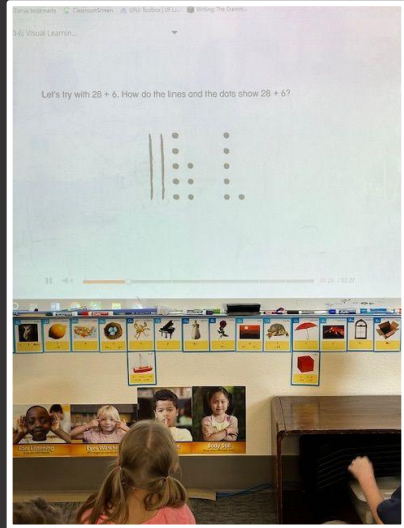
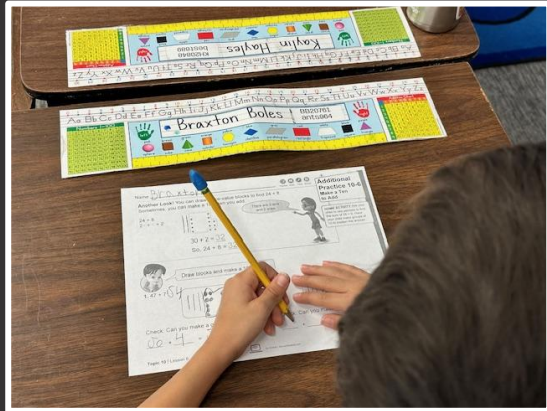
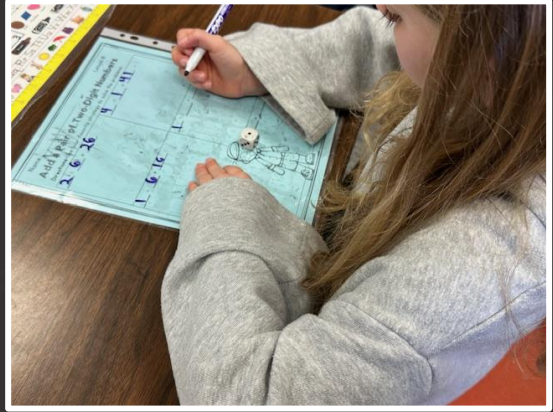
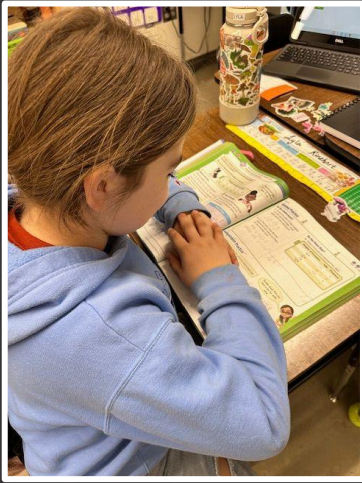
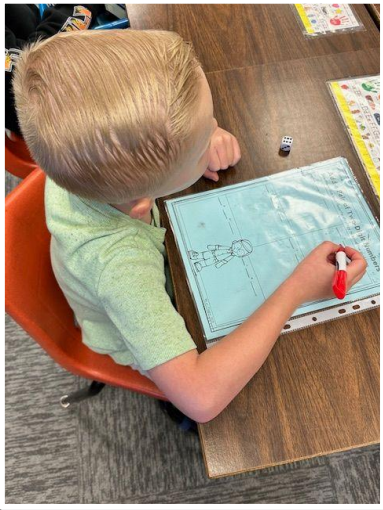




Mathematics

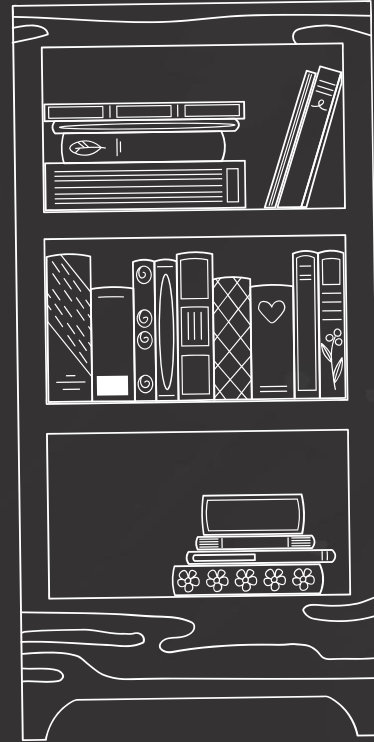
Each student receives a minimum of **60-75 minutes** of core Math in enVisionMATH (the adopted FRSD Math curriculum) per day. This time is generally whole group instruction, although the curriculum calls for small group work interspersed throughout the lesson.

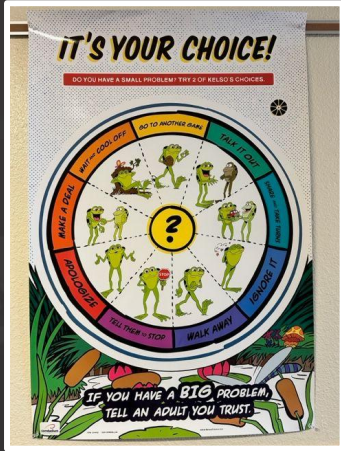




Social Emotional Learning (SEL)

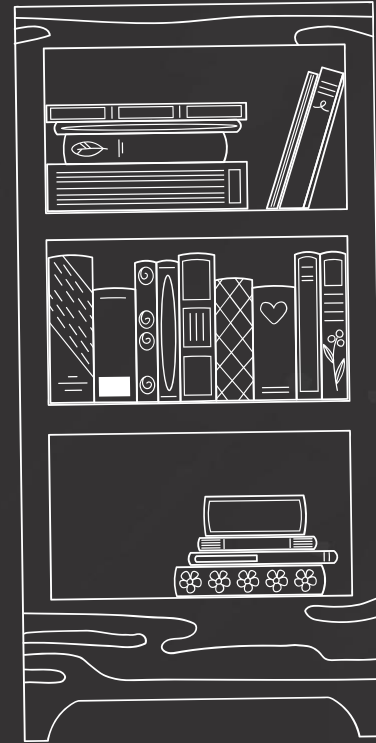
Each student receives **30 minutes** of Social Emotional Learning most days. This can include class meetings, Second Step curriculum, Kelso's Choice curriculum, teaching/reviewing school rules, school counselor lessons, etc.





Physical Education

Each student receives **30 minutes** of Physical Education each day, taught by our certified PE teacher, Mr. Greene. PE typically takes place in the gym, but the outside track area is used in nicer weather.





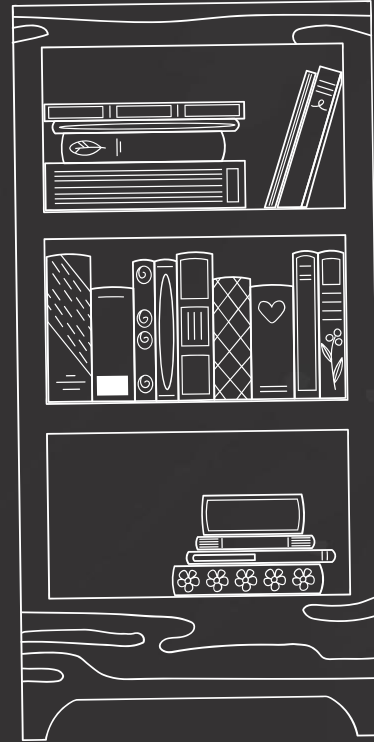
Health miles:

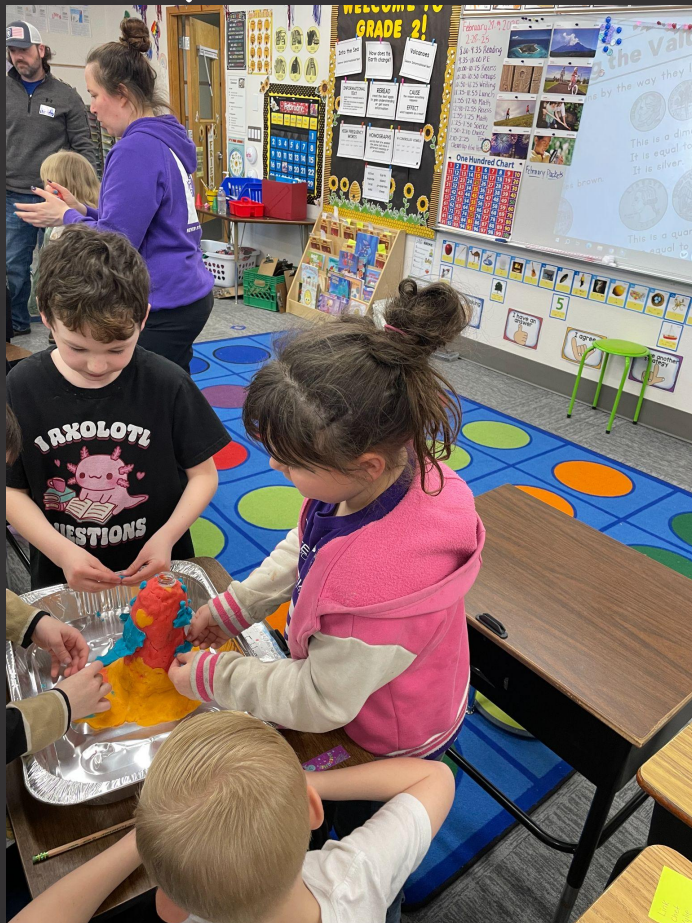
https://docs.google.com/spreadsheets/d/1sgnmkT8E24fD406_VaUS67F6pKICD2RSDI9A_C-BowKg/edit?gid=1331951225#gid=1331951225



Science and Social Studies

Dependent upon grade level, students receive from **30-50 minutes** of Science or Social Studies per day. Our ELA curriculum, Wonders, does a great job of integrating Social Studies and Science into reading at all grade levels. IMPACT Social Studies (our adopted FRSD Social Studies text) and science lesson are used in conjunction with reading lessons whenever possible.



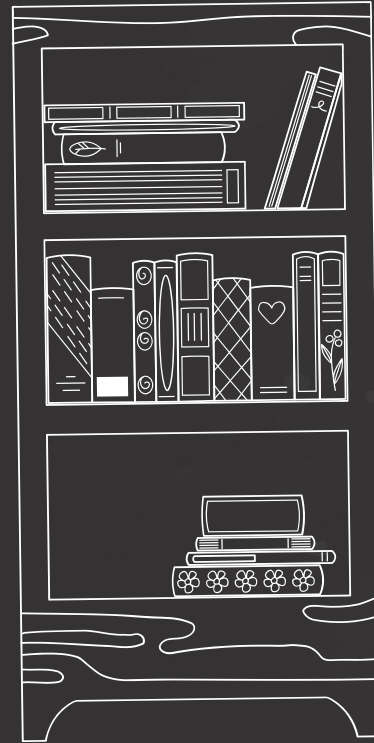


Volcano fun!



Lunch And Recess

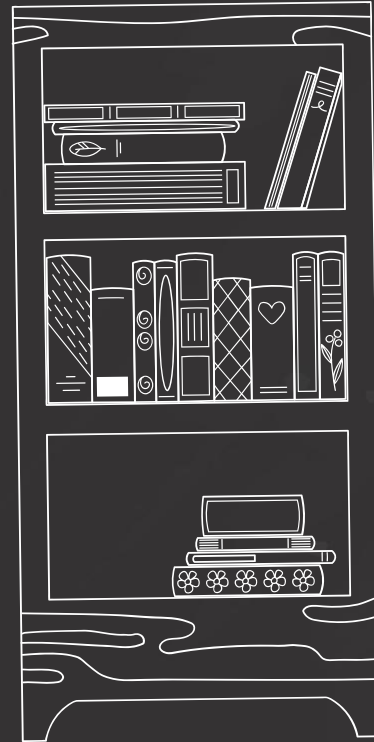
All students receive **30 minutes** for lunch. If finished with lunch after 15 minutes of eating in the cafeteria, they may choose to go out to a 15 minute recess. All grades receive **15-30 additional minutes** (dependent on grade level) of recess per day.

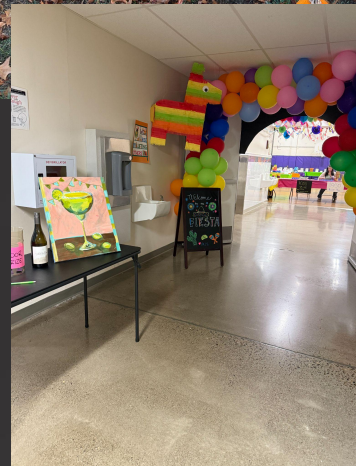




Other Special Activities

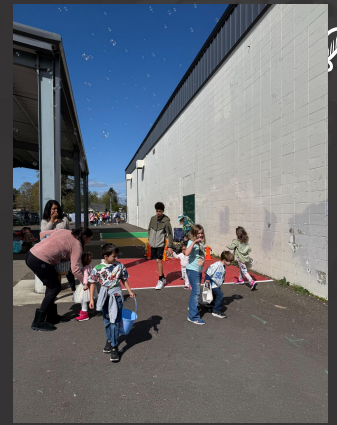
Our students take part in Artist in Residence and musical experiences during the year. In addition, we have many PALS sponsored activities and rewards, such as assemblies, Kudo Store, and the "Pumpkin Patch". We honor the leadership of our 5th graders by choosing 5th Grade Advisors. Programs such as SMART (Start Making A Reader Today), Roots of Empathy, and OBOB are also a part of our school day at individual grade levels.







Egg hunt





5th Grade Advisors/Helpers

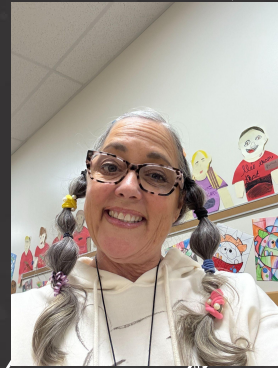
- Choose Spirit Days
- Research and help purchase small rewards for the school
- Reward good behavior with "Class Acts" during assemblies

Raise the flags in the morning

Help PALS with special events

Hand out transportation folders at the end of the day

Act as "Kelso Helpers" at select K-2 recesses





SMART READING (2nd Grade)



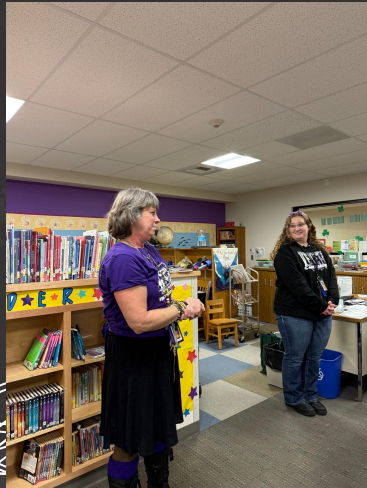


OBOB

(Oregon Battle Of the Books)
(3rd, 4th & 5th Grades)



Our Thunder Nerds took 3rd place in all of Lane County!



Ukulele



<https://studio.youtube.com/channel/UCafMUDTo-Vwox1PD/D913kA/videos/upload?filter=%5B%5D&sort=%7B%22columnType%22%3A%22date%22%2C%22sortOrder%22%3A%22DESCENDING%22%7D>





Ukulele Artist in Residency



Assemblies and Spirit Days





PALS (Parent Action League for Students)



Pumpkin patch



Auction rewards



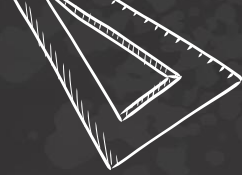
Welcome Back



PALS funds:

- Field Trips
- Playground enhancements
- STEM Kits
- Teacher supplies
- Teacher snacks
- Library signage
- Kudo Store
- OBOB Books
- Most "extra" things we are in need of

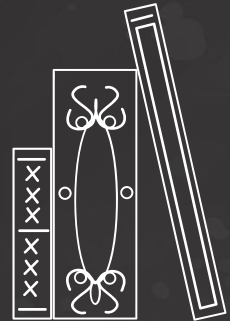




Questions?



Thank you for your support!



Fern Ridge Education Association (FREA)

School Board Meeting
April 21, 2025



Elmira Elementary

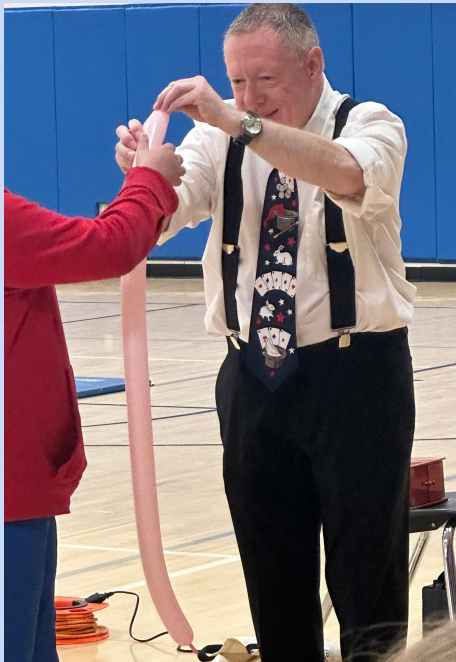
Our monthly skill is honesty. It's been great to continue to recognize our amazing students with these important skills!

Our PTA gave a book to every student for contributing reading minutes to their Iditaread team. They've also stocked our book vending machine.



Elmira Elementary

Our magician and balloon art assembly had students roaring with laughter, and was a great way to end the school week.



Music continues to be a school-wide priority, with weekly ukulele lessons with Miss Jen, and choir lessons with Miss Kayla.

Veneta Elementary

Spring is here! We are filling the walls with beautiful Spring art and enjoying the sunshine. April is a busy month for Veneta. We celebrated crazy hair day, and had our annual auction that was very successful. On 4/9 we had our talent show with some amazing acts including our staff dance that the children always enjoy. Outdoor school information night was on 4/10 and parent teacher conferences are 4/17-4/18 along with the bookfair.



Veneta Elementary



**WORLD
EARTH
DAY** 22 APRIL



Coming up we have the Easter Egg Hunt at Veneta Elementary. Story time from 10-11am and egg hunting at 11am.

Kids are currently voting for the Patricia Gallagher Award. This is where students truly get to have all the say in voting for their favorite picture book!

Earth Day is April 22nd. Veneta will have many tables set up with companies and organizations from our community that teach the students about environmental issues and how to protect our planet thorough crafts, stories and more.

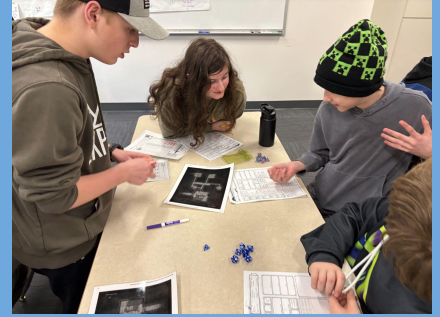


Fern Ridge Middle School

Dungeons and Dragons club has been a roaring success!



"I wanted to create a space for students who might not resonate with traditional after-school activities—something I would've appreciated during my middle school years. Through D&D, students build invaluable skills such as communication, teamwork, and problem-solving while having fun in a supportive environment. It's been incredibly rewarding to see them grow, and I'm so grateful to co-host with Mr. Metzger, who shares the same values and vision." -Katelyn Tracer, School Counselor



Fern Ridge Middle School

Staff vs Student Basketball fundraiser



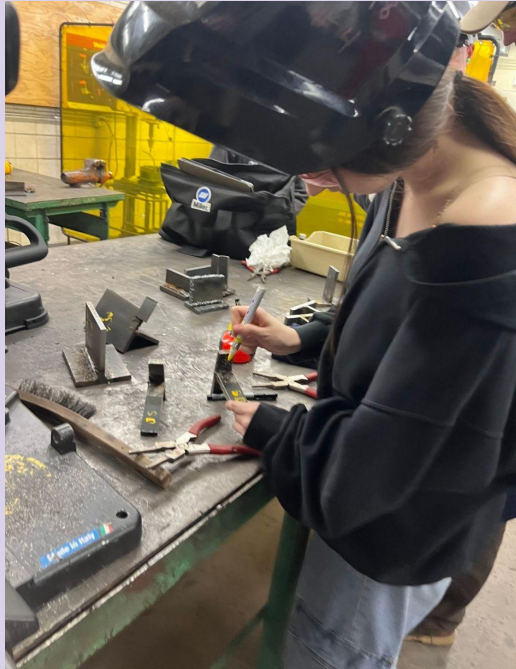
Mr. Cannon's choir
class sang the
National Anthem



Students from FRMS
leadership helped put
on the event by
referring, running the
raffle, dodgeball and
more!

Elmira High School

14 welding students have earned national certifications!



Elmira High School

Juniors begin
state testing
this week.

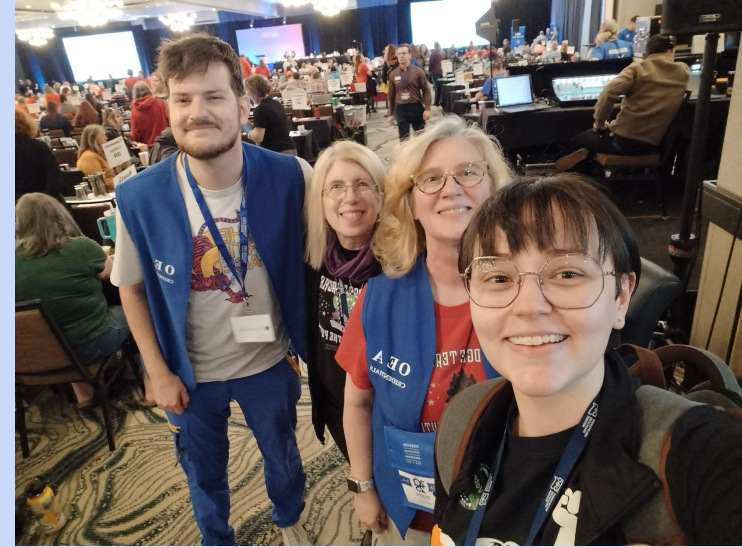
Let's go,
Falcons!



It's the season for teacher articulation meetings at LCC to continue to offer College Now classes, which allow many EHS students to earn college credit before they graduate.

OEA RA 2025

- 816 delegates present
 - Educators serving students from pre-K to community college
 - Classified and Certified unions
- Fern Ridge was recognized for:
 - 90-95% of certified staff are members of our local
 - 80% of new hires registered for the union
- Voted on changes/additions to:
 - Bylaws: how we govern ourselves
 - Legislative objectives: how to direct our legislative work
 - Resolutions: our guiding goals and beliefs as a union
- Adopted our first policy statement! For context, NEA has 9.
- Voted on 17 New Business Items: short term actions that we want our union to do (often task forces doing research on education related issues).
- Elected officers to the following positions: OEA President, OEA Vice President, Equity Director, & NEA Director



*Mari and DesiRae attended as delegates.
Pete and Debra attended as volunteer floor staff.*



Preview Materials for FRSD 2025-2027 Integrated Application

There are a number of pieces that make up the Integrated Application, please review the documents below at your convenience and reach out if you have any questions at all.

At the April Board Meeting, FRSD will present the [FRSD Integrated Plan Application Presentation](#). After the presentation, we will allow for any public comment and then need Board action on the plan. If approved, the plan will be submitted to ODE. The application is due April 30th, so hopefully there is plenty of time to review the materials and I can answer any major questions prior to the meeting.

Materials to review:

- [FRSD Integrated Plan Overview](#) - Presented at March Board Meeting
- [FRSD Integrated Plan Application Presentation](#) - Will present at 4/21 School Board
- [FRSD Application Questions and Answers](#) - ODE Application Template
- [FRSD Outcomes and Strategies](#)
- FRSD Activities list
 - [Student Investment Account Activity List](#) - \$1,355,515.99
 - [High School Success Activity List](#) - \$366,465.33
 - [Early Literacy Activity List](#) - \$106,892.34
 - [Early Indicator and Intervention Systems Activity List](#) - \$3,928.68
- FRSD Budget Sheet
 - [All columns on 1 page---](#) will have to Zoom in
 - [Scaled 100%- 24 pages](#)

Fern Ridge School District Vision:
Provide excellence for every student so that each will reach their greatest potential.

FRSD Mission Statement

Relationship
A supportive and safe school environment that values diversity, and in which all students and adults feel welcomed and respected.

Rigor
Maintain high expectations and promote academic excellence through challenging curriculum, as well as instruction that builds critical thinking skills.

Relevance
Helping students connect and apply their education to the world of today and tomorrow.

Fern Ridge School District Equity Lens

Stakeholders
Who will be impacted and how are they being included in the process?

Identifying and documenting inequities
What data can we use to identify disparities for impacted groups?

Causes
What factors are causing an inequitable impact on overall sense of belonging and achievement?

Purpose
How will our goals reduce disparities and discrimination? How will they advance inclusion and equity?

Adverse Impacts
How can we identify and reduce unintended consequences?

Advancing equitable impacts
What are the positive impacts on equity and inclusion, who benefits, and how do we cultivate these?

Ensuring viability and sustainability
How will we accomplish this and how will we keep it going?

Identifying success indicators
What data will be used to measure progress and success?

Provide excellence for every student so that each will reach their greatest potential.

Fern Ridge School District



2025-27 Integrated Application Presentation

Relationship

Rigor

Relevance

Purpose for Presentation

- To share what was prioritized in the plan given the range of inputs
- To explain how the plan was developed
- To allow for additional feedback on our next steps for the plan
- To seek board approval

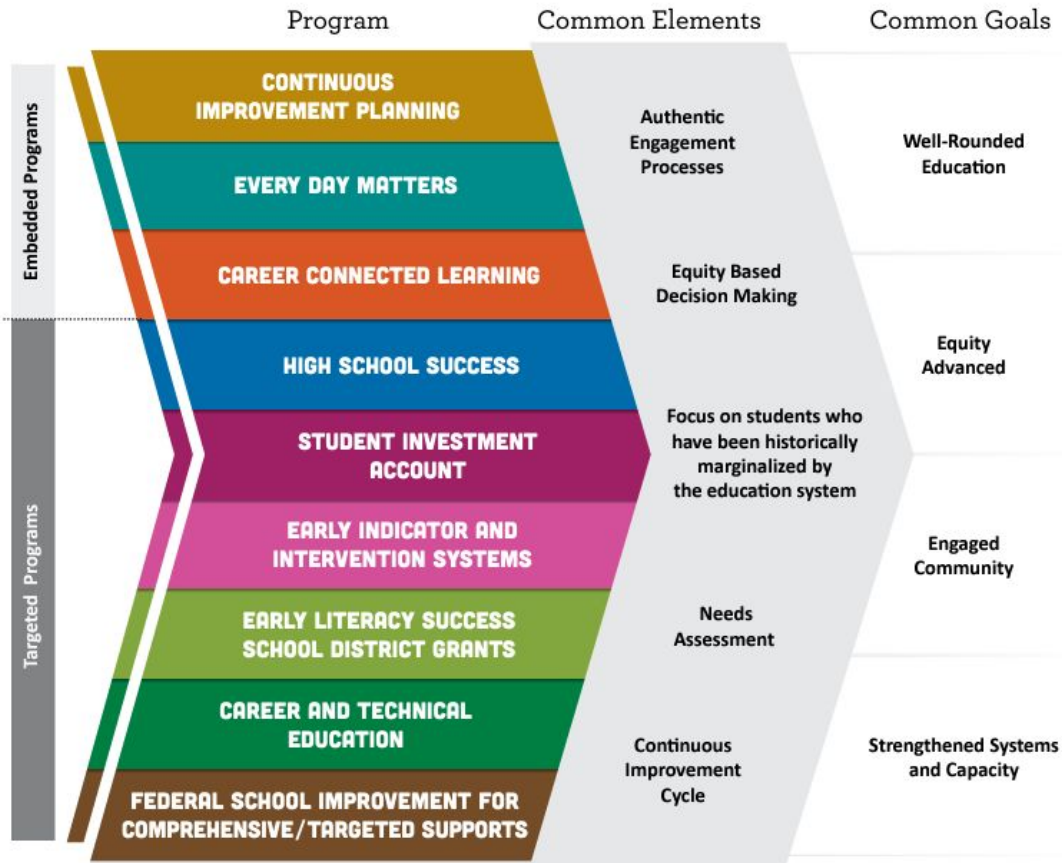


Background



- Integration effort was responsive to requests from educational leaders and state legislators
- Combined processes for community engagement, needs assessment, planning, budgeting and evaluation for nine programs
- Designed to reduce burden and redundancies and improve the framework by which progress can be measured over time

Aligned Programs & Common Goals



Summary of Program Purpose

Centering supports from kindergarten readiness through college & career and especially for focal group students.

Continuous Improvement Planning (CIP) - A process involving educator collaboration, data analysis, professional learning and reflection - toward improved outcomes for students and especially students experiencing disparity.

Every Day Matters - (EDM) - Embedded across the five other programs, focusing attention on student engagement, school culture, climate/safety & culturally sustaining pedagogy.

Career Connected Learning (CCL) - Framework of career awareness, exploration, preparation, and training that is both learner-relevant and directly linked to professional and industry-based expectations.

Summary of Program Purpose, continued

Centering supports from kindergarten readiness through college & career and especially for students who have experienced disparities.

High School Success (HSS) - Systems to improve graduation rates and college/career readiness.

Student Investment Account (SIA) - To meet students' mental health, behavioral needs and increase academic achievement/reduce disparities for student focal groups.

Early Indicator and Intervention System (EIS) - The development of a data collection and analysis system, in which educators collaborate, to identify supports for students.

Summary of Program Purpose, continued

Centering supports from kindergarten readiness through college & career and especially for students who have experienced disparities.

Early Literacy Success School District Grants (ELGSSG) - Grants to school districts in order to increase early literacy for children from birth to third grade, reduce literacy academic disparities for student groups that have historically experienced academic disparities, increase support to parents and guardians around literacy, and to increase access to early literacy learning through support that is research-aligned, culturally responsive, student-centered and family-centered.

Career and Technical Education - Perkins V (CTE) - Improving access and participation in education and training programs that prepare learners for high-wage, high-skill, in-demand careers.

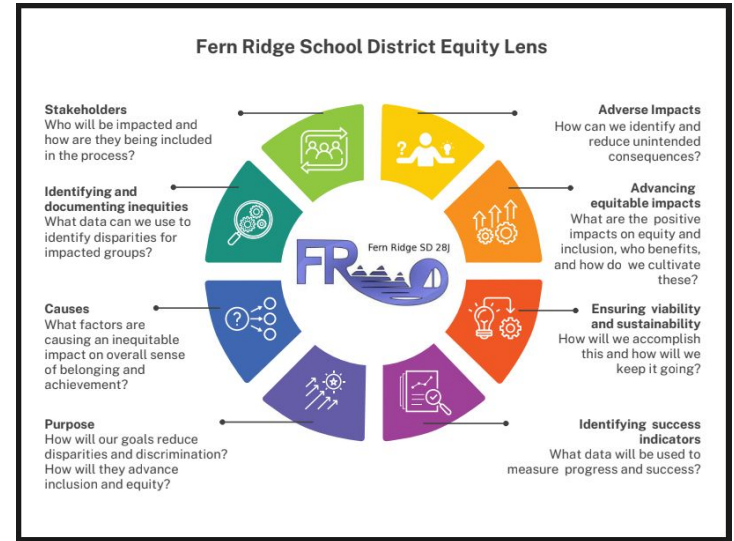
Federal School Improvement - Address the academic disparities for named focal student groups and subject areas at schools identified as Comprehensive Support and Improvement (CSI) and Targeted Support and Improvement (TSI).

Meet our Planning Team Members

- District Administrators
- Building Leadership Teams
- FRSD Staff
- Lane ESD partners
- LCC partners
- Community Partners

Required Planning Processes

- Use of an Equity Lens
- Community Engagement
- Comprehensive Needs Assessment
- Potential Impact on Focal Students
- Development of a four-year plan with clear Outcomes, Strategies, and Activities
- The existing plan to review and revise
- Input from District Equity Committees
- Recommendations from Statewide Student Success Act Plans
- Reviewing and Using Regional CTE Consortia Inputs



Community Engagement

- Student/Staff/Family/Community Input surveys
- Student Health Surveys
- Student Voice Opportunities
- Comprehensive Needs Assessment at building level
- Posted publicly
- District participation in engagement events at LCC
- School Board updates
- Heart of the Community



Needs Assessment Highlights

Data

- Input surveys
- Needs assessment with building teams
- School Improvement Plans
- Targeted data collection:
 - 3rd grade SBAC
 - 9th grade on track
 - Graduation rates
 - K-12 Attendance

Key Findings

- Continued focus on instructional improvement
- Targeted professional development
- Focus energy on connecting students
- Need to strengthen student belonging
- Desire to provide more varied enrichment opportunities both on and off campus

Our Plan- Pillars for Planning

Our intended outcomes are:

- Outcome A
 - FRSD will provide a supportive and safe school environment that values diversity, in which all students and adults feel welcomed and respected
- Outcome B
 - FRSD will maintain high expectations and promote academic excellence through challenging curriculum, as well as instruction that builds critical thinking skills
- Outcome C
 - FRSD students will connect and apply their education to the world of today and tomorrow

Our Plan- Strategies!

These key strategies will help us achieve our intended outcomes:

- Establish and implement a district-wide plan to ensure that students and staff are known, seen, and valued.
- Establish and implement a cohesive student support process across K-12 that includes mental, behavioral, and academic targets.
- Create an ongoing process and system to encourage and utilize stakeholder feedback.
- Create a safe learning environment by providing targeted and embedded mental health and behavioral supports.
- Provide ongoing professional development for staff in areas of instructional improvement, student learning, and engagement.
- Establish and continue to build capacity in college and career readiness programming and offerings and supporting students in successful transitions.
- Develop and enhance engaging, student-centered, and well-rounded learning experiences.

Our Plan- Activities

Key Investments:

- Staffing
- Professional Development
- Student Services
- 9th Grade Transition Planning
- Increased opportunity for learning experiences outside of school hours
- Curriculum supports

Our Plan - Tiered Approach

Tiers of Planning & Budgeting allow for nimble course changes that have been pre-considered but aren't within the current budget parameters.

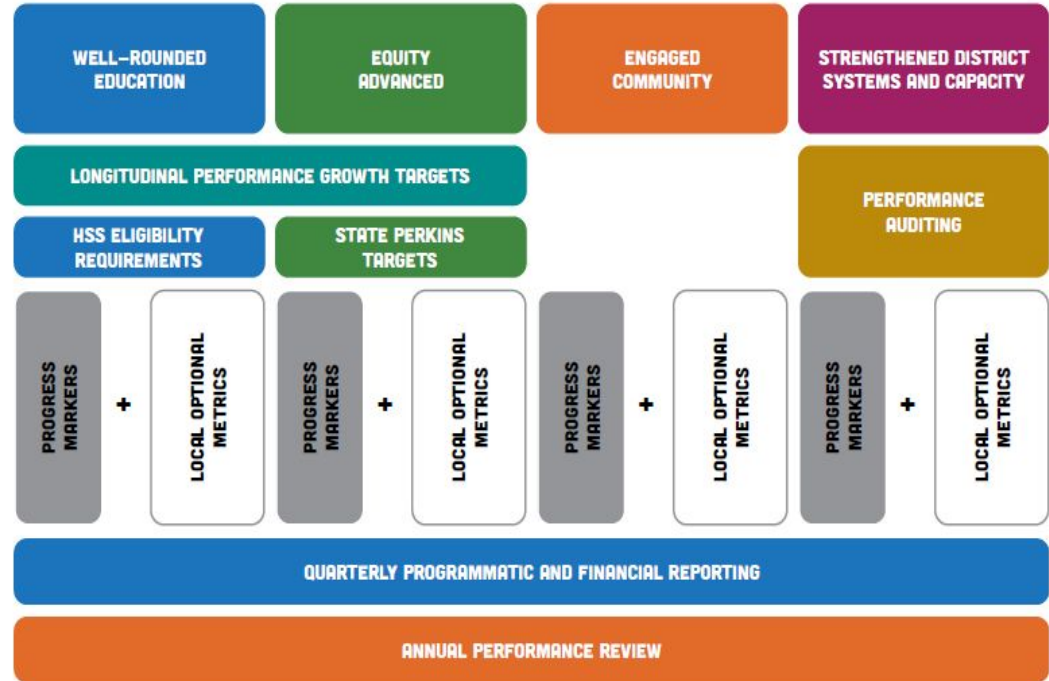
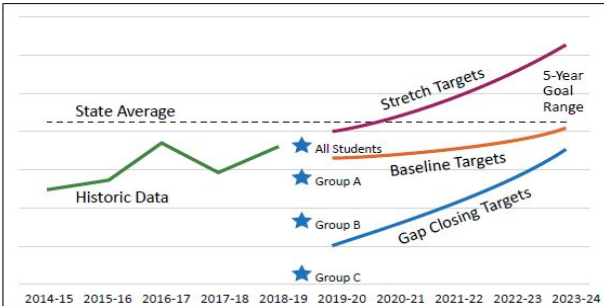
In our district, these additional strategies (Tier 2 items) and activities are possible if we move to another tier in our plan:

- Expand CTE FTE and Offerings
- Extended Learning Opportunities
- Supplant FTE Elem. PE
- Additional PASS IAs & FTE
- Additional Counselor FTE at Middle School
- GearUpOregon/AVID Training
- Remove Student Fees
- Expand music offerings K-5
- Expand elective offerings K-12
- Field trip opportunities K-12
- Additional K-5 classroom teachers
- Additional K-12 IA support
- Expand Family Resource Supports -Birth-5
- Preschool Planning and Programming
- Planning and allocating funds for a K-12 District Success Team
- Expand Library staffing K-5
- Afterschool Enrichment K-12
- Parent outreach (funding for FTE, supplies, materials, etc.)
- Additional funding/FTE for Talented and Gifted Coordinator
- Funding for K-12 Family Nights/Activities
- District promotion funds (calendars, flyers, banners, etc.)

How the State Understands Success

There are distinct performance measures used in the monitoring and evaluation process for implementation under this integrated guidance:

1. High School Success Eligibility Requirements
2. State CTE Perkins Performance Targets
3. Federal School Improvement Accountability Data
4. Longitudinal Performance Growth Targets (LPGTs)
5. Local Optional Metrics (LOMs)
6. Progress Markers



Longitudinal Performance Growth Targets (LPGTs)

ODE will co-develop Longitudinal Performance Growth Targets with grant recipients, based on:

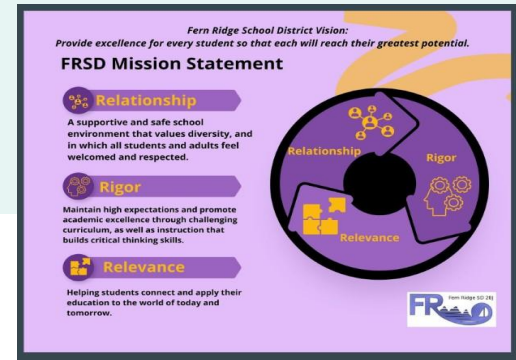
- Data available for longitudinal analysis;
- Guidance established by the department; and
- Overall and disaggregated rates for the following metrics:
 - Third-grade reading proficiency rates measured by ELA
 - Ninth-grade on-track rates
 - Regular attendance rates
 - Four-year or on-time graduation rates
 - Five-year completion rates

*Grantees may also set local optional metrics

How we understand success

1. Relationships

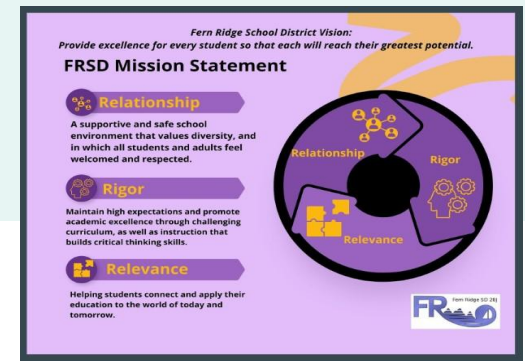
- **Student Engagement and Well-Being:** Success in relationships is often gauged by student engagement surveys, social-emotional learning assessments, and feedback from students about their sense of belonging and support. Schools might also track attendance, participation in extracurricular activities, and peer interactions.
- **Teacher-Student Interaction:** Teachers' ability to build positive, trusting relationships with students is measured through surveys, classroom observations, and sometimes feedback from students or parents. Schools may also look at the frequency of one-on-one support sessions and mentoring programs.
- **School Climate:** School culture is assessed through surveys from students, staff, and parents about feelings of safety, inclusion, and respect within the school environment.
- **Support Systems:** Schools may evaluate the availability and effectiveness of counseling services, mentorship programs, and peer support networks to foster healthy relationships.



How we understand success

2. Rigor

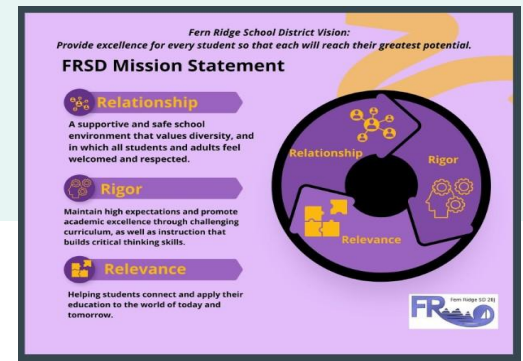
- **Academic Achievement:** Schools measure rigor by analyzing student performance data, including standardized test scores, grades, and subject mastery. Assessing whether students are challenged at an appropriate level is key.
- **Curriculum and Instruction:** The alignment of curriculum with national or state standards, the use of higher-order thinking skills, and the incorporation of problem-solving and critical-thinking tasks into lessons are all indicators of academic rigor.
- **Course Offerings and Advanced Programs:** Success in rigor can also be measured by the availability and enrollment rates in advanced coursework, such as Advanced Placement (AP), honors classes, or college-level programs.
- **Growth and Improvement:** Schools track student progress over time, evaluating growth, not just achievement. This could include assessments like value-added measures, which track individual student growth from year to year.



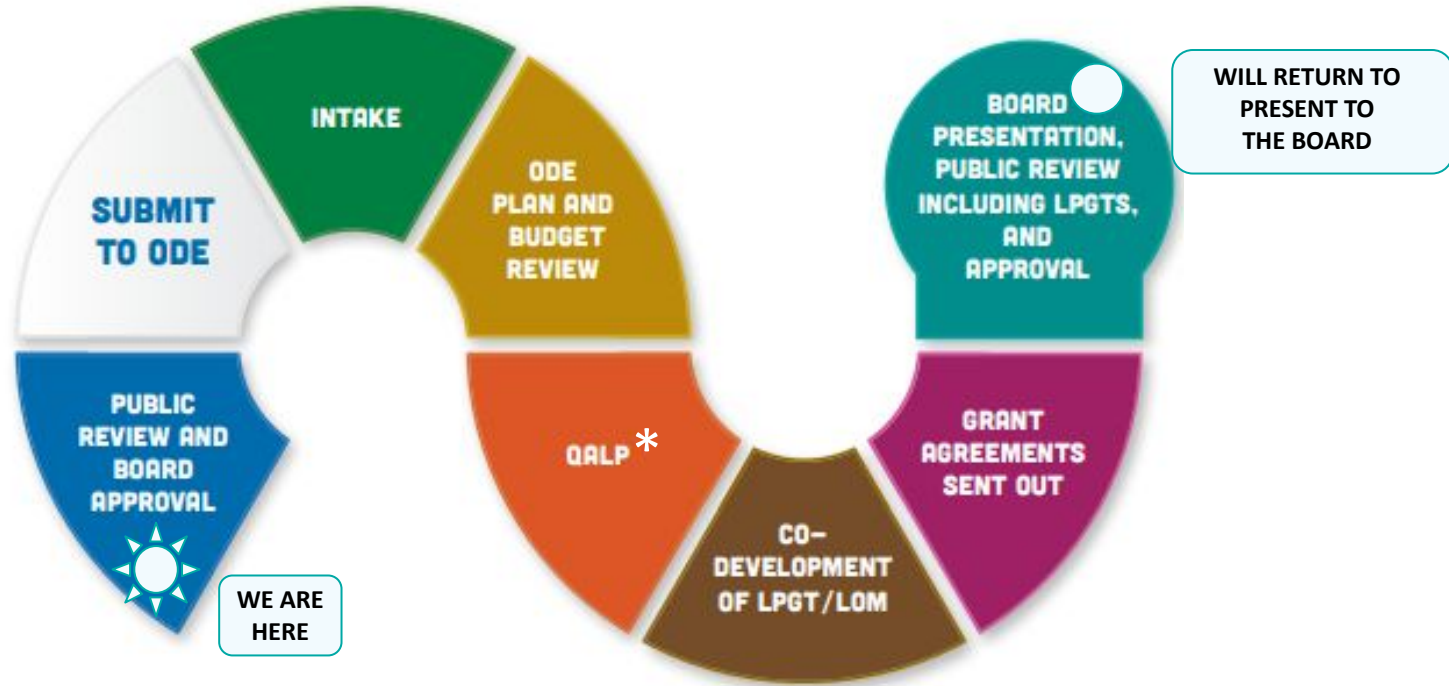
How we understand success

3. Relevance

- **Real-World Connections:** Relevance is assessed by how well the curriculum connects to real-world applications, such as internships, career exploration, community projects, and partnerships with local businesses. Schools may collect feedback from employers or community organizations about students' preparedness for real-world challenges.
- **Career and College Readiness:** Success in relevance is often tied to how well students are prepared for life beyond school, which can be measured by graduation rates, college admission rates, vocational certifications, and student participation in career readiness programs.
- **Student Feedback:** Schools gauge the relevance of what students are learning through surveys or focus groups asking how students perceive the connection between classroom lessons and their future aspirations.
- **Curriculum Adaptability:** Schools assess how the curriculum adapts to emerging trends in society, technology, and workforce needs, ensuring that students are learning skills that are valued in the current and future job markets.



What Happens Next?



Questions & Comments

- This slide deck, along with the application and required materials will be posted on the FRSD website under the tab [“IMPORTANT: District & State Reports”](#)

**Meeting Schedule – Board of Directors
2025-2026 School Year**



Regular Meeting – Third Monday of the month, unless otherwise noted.

Time: 6:30 p.m.

**School Board meeting agendas and documents can be reviewed at:
www.meetings.boardbook.org/Public/Organization/1535**

Date	Type of Meeting	Location
Monday, July 21, 2025	Regular Meeting	District Office Board Room/Zoom Webinar
Monday, July 28, 2025	Special: Board Retreat	District Office Board Room//Zoom Webinar
Monday, August 18, 2025	Regular Meeting	District Office Board Room//Zoom Webinar
Monday, September 15, 2025	Regular Meeting	District Office Board Room//Zoom Webinar
Monday, October 20, 2025	Regular Meeting	District Office Board Room//Zoom Webinar
Monday, November 17, 2025	Regular Meeting and Executive Session- Supt. Check-in	District Office Board Room//Zoom Webinar
Monday, December 15, 2025	Regular Meeting	District Office Board Room//Zoom Webinar
Monday, January 26, 2026 <i>4th Monday due to MLK holiday</i>	Regular Meeting	District Office Board Room//Zoom Webinar Elmira High School Report
Monday, February 23, 2026 <i>4th Monday due to President's Day</i>	Regular Meeting and Executive Session- Supt. Check-in	District Office Board Room//Zoom Webinar West Lane Charter Report
Monday, March 16, 2026	Regular Meeting	District Office Board Room//Zoom Webinar Elmira Elementary School Report
Monday, April 13, 2026	Regular Meeting Executive Session- Supt. Evaluation	District Office Board Room//Zoom Webinar
Monday, April 20, 2026	Regular Meeting	District Office Board Room//Zoom Webinar Veneta Elementary School Report
Monday, May 18, 2026	Regular Meeting	District Office Board Room//Zoom Webinar Fern Ridge Middle School Report
Monday, June 15, 2026	Regular Meeting	District Office Board Room//Zoom Webinar

SCHOOL BOARD MEETING LOCATION

District Office Board Room at 88834 Territorial Rd. Elmira, Or 97437
Virtual Information – visit meetings.boardbook.org/Public/Organization/1535 for details

The Fern Ridge School District is an equal-opportunity educator and employer.
In accordance with ORS 192.630, Fern Ridge School Board meeting facilities are accessible to persons with disabilities and with sufficient notice, to hearing-impaired individuals. Persons having questions about or requests for special needs and accommodation should contact the Superintendent's Office at 88834 Territorial Road, Elmira, OR or 541-935-2253 Ext. 1203.

Adopted May 19, 2025



Fern Ridge School District 2025-2026 Public Staff Calendar

Re-Adopted: 4-21-25

JULY 2025				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

Elementary Student: 22

Secondary Student: 21

OCTOBER 2025				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

16: MS/HS Parent Teacher Conf. (Evening Only)
 17: MS/HS No School
 Parent Teacher Conferences (a.m. only)
 31: No School-Teacher Workday/End of 1st Qtr

AUGUST 2025				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

13: Kindergarten Registration
 19-21: Registration

Elementary Student: 13

Secondary Student: 15

NOVEMBER 2025				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

10: No School - Work Sample Day
 11: No School - Veterans Day
 24-25: Elem. No School - Parent Teacher Conf.
 26-28: No School - Thanksgiving Break

Student: 21

SEPTEMBER 2025				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

2: First Day - Grades 1-5, 6,9 Report
 3: Grades 1-5, 7-12 Report
 4: Grades 1-12 Report
 8: Kindergarten Reports

Student: 15

DECEMBER 2025				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

22-31: No School - Winter Recess

Student: 18

JANUARY 2026				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

1: No School (New Year's)
 2: No School
 19: No School - MLK Jr Holiday
 22: End of 2nd Quarter / 1st Semester
 23: No School - Teacher Workday

Elementary Student: 20

Secondary Student: 21

APRIL 2026				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

2: End of 3rd Quarter
 3: No School - Teacher Workday
 16: Elem. Parent-Teacher Conf. (Evening)
 17: Elem. No-School-Parent-Teacher Conf.

Student: 19

FEBRUARY 2026				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

16: No School - President's Day

Student: 19

MAY 2026				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

22: No School - Work Sample Day
 25: No School - Memorial Day Holiday

Student: 16

MARCH 2026				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

19: MS/HS Parent-Teacher Conferences (Evening Only)
 20: No School - Elem. Work Sample Day-MS/HS Conf. Exchange Day
 23-27: No School - Spring Break

Student: 9

JUNE 2026				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

3: Potential Make up day for Seniors
 10: No Early Release
 11: Last Day of School - Early Release
 15-19: Potential Make up Days (Grade K-11)

- Kindergarten Registration
- Registration
- First & Last Day of School
- Parent-Teacher Conference

- End of Quarter
- Potential Make Up Days (Grades K-11)
- Potential Make Up Day (Grade 12)

- No School
- Parent Teacher Conf.
- Potential Make Up Days

OSBA Model Sample Policy

Code: GBED
Adopted:

Medical Examinations and Drug Testing *

Medical Examinations

The district may require medical examinations after an employment offer has been made to a job applicant and before the applicant begins employment duties. Any such requirement will ensure that all entering employees in the same job category will complete a medical examination regardless of disability.

All offers of employment may be made contingent on medical examination results.

Medical examinations will be conducted by a health care professional selected by the district. District-required medical examination expenses will be paid by the district.

The successful applicant must be qualified and must be able to perform the essential functions of a position with or without reasonable accommodations. The district may withdraw an offer of employment should the medical examination reveal that the individual does not satisfy certain employment criteria under the following conditions:

1. The exclusionary criteria are job related and consistent with business necessity;
2. There is no reasonable accommodation that will enable the individual with a disability to perform the essential functions of the job;
3. The medical condition poses a direct threat to the health or safety of others in the workplace and cannot be eliminated or reduced to an acceptable level by a reasonable modification of policies, practices, procedures or by the provision of auxiliary aids or services;
4. The requested or necessary accommodation would impose an undue hardship on the district, unless funding is available through other sources. Individuals with a disability may be offered an opportunity of paying for a portion of the costs that constitutes an undue hardship or of personally providing the accommodation.

Drug Testing

Offers of employment for certain positions shall be contingent upon successful passage of a district-required drug test. The district will require drug tests for safety-sensitive positions (e.g., bus drivers, heavy machinery operators) and positions in which the person is responsible for students' safety and security.¹ The district will designate when and where such testing will be conducted. The cost of the drug test shall be paid by the candidate and reimbursed by the district upon receipt of negative drug test results. The district will not reimburse individuals who test positive for drugs. The offer of employment will be withdrawn from candidates who test positive for drugs.

¹ Based on Lanier v. City of Woodburn – “Safety sensitive” may also include positions that have heavy student contact and in loco parentis responsibility (e.g., teachers, administrators, paraprofessionals).

Information the district receives regarding medical examinations and drug testing will be collected and maintained on separate forms and in separate files apart from personnel files. All such records will be kept confidential, maintained for a minimum of one year and released only in accordance with provisions of the Americans with Disabilities Act or other applicable laws.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

[ORS 657.176](#)

[ORS 659A.133](#)

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016).
Omnibus Transportation Employee Testing Act of 1991, 49 U.S.C. §§ 31301-31317; 49 C.F.R. Parts 40, 382, 391-395 (2016).
Lanier v. City of Woodburn, 518 F3d. 1147 (9th Cir. 2008).
Americans with Disabilities Act Amendments Act of 2008.

OSBA Model Sample Policy

Code: IGBAF

Adopted:

Special Education - Individualized Education Program (IEP)**

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

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

END OF POLICY

Legal Reference(s):

[ORS 343.068](#)

[ORS 343.151](#)

[ORS 343.155](#)

[ORS 343.321 - 343.333](#)

[OAR 581-015-2000](#)

[OAR 581-015-2190](#)

[OAR 581-015-2195](#)

[OAR 581-015-2200](#)

[OAR 581-015-2205](#)

[OAR 581-015-2210](#)

[OAR 581-015-2215](#)

[OAR 581-015-2220](#)

[OAR 581-015-2225](#)

[OAR 581-015-2229](#)

[OAR 581-015-2230](#)

[OAR 581-015-2235](#)

[OAR 581-015-2055](#)

[OAR 581-015-2600](#)

[OAR 581-015-2065](#)

[OAR 581-015-2265](#)

Assistance to States for the Education of Children with Disabilities, 34 C.F.R. §§ 300.5 - 300.6, 300.22 - 300.24, 300.34, 300.43, 300.105 - 106, 300.112, 320.325, 300.328, 300.501 (2012).

OSBA Model Sample Policy

Code: IGBAF-AR

Revised/Reviewed:

Special Education - Individualized Education Program (IEP)**/*

{Required administrative regulation (AR). This AR is designated as required because the district is required to do everything in this AR; having this AR may help demonstrate compliance during the ODE audit process.}

1. General IEP Information

- a. The district ensures that an IEP is in effect for each eligible student:
 - (1) Before special education and related services are provided to a student;
 - (2) At the beginning of each school year for each student with a disability for whom the district is responsible; and
 - (3) Before the district implements all the special education and related services, including program modifications, supports and/or supplementary aids and services, as identified on the IEP.
- b. The district uses:
 - (1) The Oregon standard IEP; or
 - (2) An IEP form that has been approved by the Oregon Department of Education.
- c. The district develops and implements all provisions of the IEP as soon as possible following the IEP meeting.
- d. The IEP will be accessible to each of the student's regular education teacher(s), the student's special education teacher(s) and the student's related services provider(s) and other service provider(s). This includes all district employees assigned to work with a student with specialized needs to assist with the educational, behavioral, medical, health or disability-related support needs of the student.
- e. The district takes steps to ensure that parent(s) are present at each IEP meeting or have the opportunity to participate through other means.
- f. The district ensures that each teacher and service provider is informed of:
 - (1) Their specific responsibilities for implementing the IEP specific accommodations, modifications and/or supports that must be provided for, or on behalf of the student; and
 - (2) Their responsibility to fully implement the IEP including any amendments the district and parents agreed to make between annual reviews.
- b. The district takes whatever action is necessary to ensure that parents understand the proceedings of the IEP team meeting, including arranging for an interpreter for parents with deafness or whose native language is other than English.
- g. The district provides a copy of the IEP to the parents at no cost.

2. IEP Meetings

- a. The district conducts IEP meetings within 30 calendar days of the determination that the student is eligible for special education and related services.

- b. The district convenes IEP meetings for each eligible student periodically, but not less than once per year.
- c. At IEP meetings, the team reviews and revises the IEP to address any lack of expected progress toward annual goals and in the general curriculum, new evaluation data or new information from the parent(s), the student's anticipated needs, or the need to address other matters.
- d. Between annual IEP meetings, the district and the parent(s) may amend or modify the student's current IEP without convening an IEP team meeting using the procedures in the Agreement to Amend or Modify IEP subsection.
- e. When the parent(s) requests a meeting, the district will either schedule a meeting within a reasonable time or provide timely written prior notice of the district's refusal to hold a meeting.
- f. If an agency other than the district fails to provide agreed upon transition services contained in the IEP, the district convenes an IEP meeting to plan alternative strategies to meet the transition objectives and, if necessary, to revise the IEP.

3. IEP Team Members

- a. The district's IEP team members include the following:
 - (1) The student's parent(s);
 - (2) The student, if the purpose of the IEP meeting is to consider the student's postsecondary goals and transition services (beginning for IEPs in effect at age 16), or for younger students, when appropriate;
 - (3) At least one of the student's special education teachers or, if appropriate, at least one of the student's special education providers;
 - (4) At least one of the student's regular education teachers if the student is or may be participating in the regular education environment. If the student has more than one regular education teacher, the district will determine which teacher or teachers will participate;
 - (5) A representative of the district (who may also be another member of the team) who is qualified to provide or supervise the provision of special education and is knowledgeable about district resources. The representative of the district will have the authority to commit district resources and be able to ensure that all services identified in the IEP can be delivered;
 - (6) An individual, who may also be another member of the team, who can interpret the instructional implications of the evaluation results; and
 - (7) At the discretion of the parent or district, other persons who have knowledge or special expertise regarding the student.
- b. Student participation:
 - (1) Whenever appropriate, the student with a disability is a member of the team.
 - (2) If the purpose of the IEP meeting includes consideration of postsecondary goals and transition services for the student, the district includes the student in the IEP team meeting.
 - (3) If the purpose of the IEP meeting includes consideration of postsecondary goals and transition services for the student, and the student does not attend the meeting, the

district will take other steps to consider the student's preferences and interests in developing the IEP.

c. Participation by other agencies:

- (1) With parent or adult student written consent, and where appropriate, the district invites a representative of any other agency that is likely to be responsible for providing or paying for transition services if the purpose of the IEP meeting includes the consideration of transition services (beginning at age 16, or younger if appropriate); and
- (2) If the district refers or places a student in an education service district, state-operated program, private school or other educational program, IEP team membership includes a representative from the appropriate agencies. Participation may consist of attending the meeting, conference call or participating through other means.

d. Participation by other employees:

All district 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 IEP for the student is being developed, reviewed or revised. This includes being invited to, and compensated for attending, meetings regarding the student's IEP 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.

4. Agreement for Nonattendance and Excusal

- a. The district and the parent may consent to excuse an IEP team member from attending an IEP meeting, in whole or in part, when the meeting involves a discussion or modification of team member's area of curriculum or service. The district designates specific individuals to authorize excusal of IEP team members.
- b. If excusing an IEP team member whose area is to be discussed at an IEP meeting, the district ensures:
 - (1) The parent and the district consent in writing to the excusal;
 - (2) The team member submits written input to the parents and other members of the IEP team before the meeting; and
 - (3) The parent is informed of all information related to the excusal in the parent's native language or other mode of communication according to consent requirements.

5. IEP Content

- a. In developing the IEP, the district considers the student's strengths, the parent's concerns, the results of the initial or most recent evaluation, and the academic, developmental and functional needs of the student.
- b. The district ensures that IEPs for each eligible student includes:
 - (1) A statement of the student's present levels of academic achievement and functional performance that:

- (a) Includes a description of how the disability affects the progress and involvement in the general education curriculum;
 - (b) Describes the results of any evaluations conducted, including functional and developmental information;
 - (c) Is written in language that is understood by all IEP team members, including parents;
 - (d) Is clearly linked to each annual goal statement;
 - (e) Includes a description of benchmarks or short-term objectives for children with disabilities who take alternative assessments aligned to alternate achievement standards.
- (2) A statement of measurable annual goals, including academic and functional goals, or for students whose performance is measured by alternate assessments aligned to alternate achievement standard, statements of measurable goals and short-term objectives. The goals and, if appropriate, objectives:
- (a) Meet the student's needs that are present because of the disability, or because of behavior that interferes with the student's ability to learn, or impedes the learning of other students;
 - (b) Enable the student to be involved in and progress in the general curriculum, as appropriate; and
 - (c) Clearly describe the anticipated outcomes, including intermediate steps, if appropriate, that serve as a measure of progress toward the goal.
- (3) A statement of the special education services, related services, supplementary aids and services that the district provides to the student:
- (a) The district bases special education and related services, modifications and supports on peer-reviewed research to the extent practicable to assist students in advancing toward goals, progressing in the general curriculum and participating with other students (including those without disabilities), in academic, nonacademic and extracurricular activities.
 - (b) Each statement of special education services, related or supplementary services, aids, modifications or supports includes a description of the inclusive dates, amount or frequency, location and who is responsible for implementation.
- (4) A statement of the extent, if any, to which the student will not participate with nondisabled students in regular academic, nonacademic and extracurricular activities.
- (5) A statement of any individual modifications and accommodations in the administration of state or districtwide assessments of student achievement.
- (a) A student will not be exempt from participation in state or districtwide assessment because of a disability unless the parent requests an exemption;
 - (b) If the IEP team determines that the student will take the alternate assessment instead of the regular statewide or a districtwide assessment, a statement of why the student cannot participate in the regular assessment and why the alternate assessment is appropriate for the student.

- (6) A statement describing how the district will measure student's progress toward completion of the annual goals and when periodic reports on the student's progress toward the annual goals will be provided.

6. "'''''' Agreement to Amend or Modify IEP

Between annual IEP meetings, the district and the parent may agree to make changes in the student's current IEP without holding an IEP meeting. These changes require a signed, written agreement between the district and the parent.

- a. The district and the parent record any amendments, revisions or modifications on the student's current IEP. If additional IEP pages are required these pages must be attached to the existing IEP.
- b. The district files a complete copy of the IEP with the student's education records and informs the student's IEP team and any teachers or service providers of the changes.
- c. The district provides the parent prior written notice of any changes in the IEP and upon request, provides the parent with a revised copy of the IEP with the changes incorporated.

7. IEP Team Considerations and Special Factors

- a. In developing, reviewing and revising the IEP, the IEP team considers:
 - (1) The strengths of the student and concerns of the parent for enhancing the education of the student;
 - (2) The results of the initial or most recent evaluation of the student;
 - (3) As appropriate, the results of the student's performance on any general state or districtwide assessments;
 - (4) The academic, developmental and functional needs of the child.
- b. In developing, reviewing and revising the student's IEP, the IEP team considers the following special factors:
 - (1) The communication needs of the student; and
 - (2) The need for assistive technology services and/or devices.
- c. As appropriate, the IEP team also considers the following special factors:
 - (1) For a student whose behavior impedes their learning or that of others, strategies, positive behavioral intervention and supports to address that behavior;
 - (2) For a student with limited English proficiency, the language needs of the student as those needs relate to the IEP;
 - (3) For a student who is blind or visually impaired, instruction in Braille and the use of Braille unless the IEP team determines (after an evaluation of reading and writing skills, needs and media, including evaluation of future needs for instruction in Braille or the use of Braille, appropriate reading and writing), that instruction in Braille or the use of Braille is not appropriate;
 - (4) For a student who is deaf or hard of hearing, the student's language and communication needs, including opportunities for direct communication with peers and professional personnel in the student's language and communication mode, academic level and full

- range of needs, including opportunities for direct instruction in the student’s language and communication mode;
- (5) If a student is deaf, deafblind, or hard of hearing, the district will provide information about relevant services and placements offered by the school district, the education service district, regional programs, and the Oregon School for the Deaf; and
 - (6) A statement of any device or service needed for the student to receive a free appropriate public education (FAPE).
- d. In addition to the above IEP contents, the IEP for each eligible student of transition age includes:
- (1) Beginning not later than the first IEP in effect when the student turns 16, or as early as 14 or younger, if determined appropriate by the IEP team (including parent(s)), and updated annually thereafter, the IEP must include:
 - (a) Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training education, employment, and where appropriate, independent living skills; and
 - (b) The transition services (including courses of study) needed to assist the student in reaching those goals.

Regarding employment planning, the parent shall be provided information about and opportunities to experience employment services provided by Oregon Vocational Rehabilitation or the Oregon Office of Developmental Disability Services. These services must be provided in a competitive integrated employment setting, as defined by Oregon Administrative Rule (OAR) 411-345-0020. Information about these services shall also be provided to the parent by the district at each annual review for IEPs to be in effect when the child turns 16, or as early as 14 or younger, if determined appropriate by the IEP team (including parent(s)).
 - (2) At least one year before a student reaches the age of majority (student reaches the age of 18, or has married or been emancipated, whichever occurs first), a statement that the district has informed the student that all procedural rights will transfer at the age of majority; and
 - (3) If identified transition service providers, other than the district, fail to provide any of the services identified on the IEP, the district will initiate an IEP meeting as soon as possible to address alternative strategies and revise the IEP if necessary.
- e. To promote self-determination and independence, the district shall provide the student and the student’s parents with information and training resources regarding supported decision-making as a less restrictive alternative to guardianship, and with information and resources regarding strategies to remain engaged in the student’s secondary education and post-school outcomes. The district shall provide this information at each IEP meeting that includes discussion of post-secondary education goals and transition services.

8. Incarcerated Youth

- a. For students with disabilities who are convicted as adults, incarcerated in adult correctional facilities and otherwise entitled to FAPE, the following IEP requirements do not apply:

- (1) Participation of students with disabilities in state and districtwide assessment; and
 - (2) Transition planning and transition services, for students whose eligibility will end because of their age before they will be eligible to be released from an adult correctional facility based on consideration of their sentence and eligibility for early release.
- b. The IEP team may modify the student's IEP, if the state has demonstrated a bona fide security or other compelling interest that cannot be otherwise accommodated.

9. Extended School Year Services

- a. The district makes extended school year (ESY) services available to all students for whom the IEP team has determined that such services are necessary to provide FAPE.
- b. ESY services are:
 - (1) Provided to a student with a disability in addition to the services provided during the typical school year;
 - (2) Identified in the student's IEP; and
 - (3) Provided at no cost to the parent.
- c. The district does not limit consideration of ESY services to particular categories of disability or unilaterally limit the type, amount or duration of service.
- d. The district provides ESY services to maintain the student's skills or behavior, but not to teach new skills or behaviors.
- e. The district's criteria for determining the need for extended school year services include:
 - (1) Regression (a significant loss of skills or behaviors) and recoupment time based on documented evidence; or
 - (2) If no documented evidence, on predictions according to the professional judgment of the team.
- f. "Regression" means significant loss of skills or behaviors in any area specified on the IEP as a result of an interruption in education services.
- g. "Recoupment" means the recovery of skills or behaviors specified on the IEP to a level demonstrated before the interruption of education services.

10. Assistive Technology

- a. The district ensures that assistive technology devices or assistive technology services, or both, are made available if they are identified as part of the student's IEP. These services and/or devices may be part of the student's special education, related services or supplementary aids and services.
- b. On a case-by-case basis, the district permits the use of district-purchased assistive technology devices in the student's home or in other settings if the student's IEP team determines that the student needs access to those devices to receive FAPE. In these situations, district policy will govern liability and transfer of the device when the student ceases to attend the district.

11. Transfer Students

- a. In state:

If a student with a disability (who had an IEP that was in effect in a previous district in Oregon) transfers into the district and enrolls in a district school within the same school year, the district (in consultation with the student’s parents) provides FAPE to the student (including services comparable to those described in the student’s IEP from the previous district), until the district either:

- (1) Adopts the student’s IEP from the previous district; or
- (2) Develops, adopts and implements a new IEP for the student in accordance with all of the IEP provisions.

b. Out of state:

If a student transfers into the district with a current IEP from a district in another state, the district, in consultation with the student’s parents, will provide FAPE to the student, including services comparable to those described in the student’s IEP from the previous district, until the district:

- (1) Conducts an initial evaluation (if determined necessary by the district to determine Oregon eligibility) with parent consent and determines whether the student meets eligibility criteria described in the OARs.
- (2) If the student is eligible under Oregon criteria, the district develops, adopts and implements a new IEP for the student using the Oregon Standard IEP or an approved alternate IEP.
- (3) If the student does not meet Oregon eligibility criteria, the district provides prior written notice to the parents explaining that the student does not meet Oregon eligibility criteria and specifying the date when special education services will be terminated.

12. Abbreviated School Day

“Abbreviated school day” means any school day during which a student with a disability receives instruction or educational services for fewer hours than the majority of other students who are in the same grade within the student’s resident school district.

“Abbreviated school day program” means an education program:

- a. In which a school district restricts access for a student with a disability to hours of instruction or educational services to less than the number of hours of instruction or educational services that are provided to the majority of other students who are in the same grade within the student’s resident school district; and
- b. That results in a student with a disability having an abbreviated school day for more than 10 school days per school year.

Abbreviated school day programs are only allowed when all requirements in state law are met.²

Informed and written consent from the parent or foster parent is necessary prior to implementing an abbreviated school day program. A parent or a foster parent may, at any time, revoke consent for the

² See ORS 343.324.

placement of a student on an abbreviated school day program. Revoking consent or objecting to an abbreviated school day program shall be in writing.

Abbreviated school day programs limitations do not apply to students who are exempt per ORS 343.331.

OSBA Model Sample Policy

Code: IGBAG
Adopted:

Special Education - Procedural Safeguards**

Procedural Safeguards – General

A district ensures that students with disabilities and their families are afforded their procedural safeguards related to:

1. Access to students' educational records;
2. Parent and adult student participation in special education decisions;
3. Transfer of rights to students who have reached the age of majority;
4. Prior written notice of proposed district actions;
5. Consent for evaluation and for initial placement in special education¹;
6. Independent educational evaluation;
7. Dispute resolution through mediation, state complaint investigation, resolution sessions and due process hearings;
8. Discipline procedures and protections for students with disabilities, including placements related to discipline;
9. Placement of students during the pendency of due process hearings;
10. Placement of students by their parents in private schools;
11. Civil actions; and
12. Attorney's fees.

Procedural Safeguards Notice

The district provides to parents a copy of the *Procedural Safeguards Notice*, published by the Oregon Department of Education, at least once per year and upon initial referral or parent request for special

¹ If, at any time subsequent to the initial provision of special and related services, the parent of a child revokes consent in writing for the continued provision of special education and related services, the district: 1) may not continue to provide special education and related services to the child, but must provide prior written notice before ceasing the provision of special education and related services; 2) may not use mediation or due process procedures to obtain an agreement or ruling that the services may be provided to the child; 3) the district will not be considered to be in violation of the requirement to make a free appropriate public education (FAPE) available to the child because of the failure to provide the child with further special education and related services; and 4) the district is not required to convene an individualized education program (IEP) team meeting or develop an IEP for the child for further provision of special education or related services.

education evaluation and when the parent requests a copy. The district also gives a copy to the student at least a year before the student's 18th birthday or upon learning that the student is considered emancipated.

The district provides the *Procedural Safeguards Notice* in the parent's native language or other mode of communication unless it is clearly not feasible to do so. If the native language or other mode of communication of the parent is not a written language, the district takes steps to ensure that the notice is translated orally or by other means understandable to the parent and that the parent understands the content of the notice. The district maintains written evidence that it meets these requirements.

Parent or Adult Student Meeting Participation

1. The district provides parents or adult students an opportunity to participate in meetings with respect to the identification, evaluation, IEP and educational placement of the student, and the provision of a **free appropriate public education (FAPE)** to the student.
2. The district provides parents or adult students written notice of any meeting sufficiently in advance to ensure an opportunity to attend. The written notice:
 - a. States the purpose, time and place of the meeting and who is invited to attend;
 - b. Advises that parents or adult students may invite other individuals who they believe have knowledge or special expertise regarding the student;
 - c. Advises that the team may proceed with the meeting even if the parents are not in attendance;
 - d. Advises the parents or adult students who to contact before the meeting to provide information if they are unable to attend; and
 - e. Indicates if one of the meeting's purposes is to consider transition services or transition services needs. If so:
 - (1) Indicates that the student will be invited; and
 - (2) If considering transition services, identifies any agencies invited to send a representative (with parent or adult student consent).
3. The district takes steps to ensure that one or both parents of a child with a disability are present at each IEP or placement meeting or are afforded the opportunity to participate, including:
 - a. Notifying parents of the meeting early enough to ensure that they will have an opportunity to attend; and
 - b. Scheduling the meeting at a mutually agreed upon time and place.
4. If neither parent can attend, the district will use other methods to ensure an opportunity to participate, including, but not limited to, individual or conference phone calls or home visits.
5. The district may conduct an evaluation planning or eligibility meeting without the parent or adult student if the district provided meeting notice to the parent or adult student sufficiently in advance to ensure an opportunity to attend.

Access to Records

A parent is entitled at any reasonable time to examine all of the records of the district pertaining to the identification, evaluation and educational placement of their child and the provision of FAPE to their child. Records must be provided without undue delay, which may not exceed 10 business days, as defined

in ORS 192.311, from the date of the request for the records. Records may be redacted only to the extent necessary to protect personally identifiable information of other children unless disclosure is authorized by law or court order.

END OF POLICY

Legal Reference(s):

[ORS 343.155](#)

[ORS 343.165](#)

[ORS 343.173](#)

[ORS 343.177](#)

[ORS 343.181](#)

[OAR 581-001-0005](#)

[OAR 581-015-2000](#)

[OAR 581-015-2030](#)

[OAR 581-015-2090](#)

[OAR 581-015-2095](#)

[OAR 581-015-2190](#)

[OAR 581-015-2195](#)

[OAR 581-015-2305](#)

[OAR 581-015-2310](#)

[OAR 581-015-2325](#)

[OAR 581-015-2330](#)

[OAR 581-015-2345](#)

[OAR 581-015-2360](#)

[OAR 581-015-2385](#)

Assistance to States for the Education of Children with Disabilities, 34 C.F.R. §§ 300.300, 300.500 - 300.505, 300.515, 300.517.

OSBA Model Sample Policy

Code: AC
Adopted:

Nondiscrimination and Civil Rights

{Required policy. 34 CFR § 106.45 requires grievance procedures for complaints of sex discrimination. OAR 581-021-0655(3) requires policy regarding civil rights coordinators.}

The district does not discriminate on any basis listed below and prohibits discrimination and harassment on any basis protected by law, including but not limited to, an individual's perceived or actual race¹, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, or veterans' status, or because of the perceived or actual race, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, or veterans' status of any other persons with whom the individual associates.

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

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

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

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

Any complaint alleging discrimination may be made to any civil rights coordinator and will be processed in accordance with administrative regulation AC-AR(1) - Discrimination or Civil Rights Complaint Procedure. Depending on the nature of the complaint, additional requirements may apply.

¹ Includes discriminatory use of a Native American mascot pursuant to OAR 581-021-0047. "Race" also includes physical characteristics that are historically associated with race, including but not limited to natural hair, hair texture, hair type and protective hairstyles as defined by ORS 659A.001.

The district will document and track:

1. All reports of discrimination received by the district and all responses to those reports issued by the district, including any investigations completed and remedies provided; and
2. The training completed by each civil rights coordinator.

Civil Rights Coordinator

The District Superintendent is the district's civil rights coordinator.

The civil rights coordinator(s) will:

1. Be knowledgeable of the requirements in OARs 581-021-0038, 581-021-0045, 581-021-0046, and 581-021-0660;
2. Have the independence and authority necessary to carry out the provisions of OAR 581-021-0660;
3. Monitor, coordinate, and oversee district compliance with state and federal laws prohibiting discrimination in education, including ensuring the availability of, and providing to students and staff:
 - a. The notice of nondiscrimination³ required by OAR 581-021-0045; and
 - b. The district written complaint process for making reports of discrimination.
4. Oversee and ensure the resolution of district investigations of complaints alleging and substantiating discrimination, including the provision of remedies designed to restore or preserve equal access to an education program or activity;
5. Provide guidance to district staff on civil rights issues in the district;
6. Respond to questions and concerns about civil rights in the district;
7. Coordinate efforts to prevent civil rights violations from occurring in the district; and
8. {⁴} Satisfy the following training requirements:
 - a. Upon initial designation, a civil rights coordinator must receive the following training in accordance with a schedule established by the Oregon Department of Education (ODE):
 - (1) The meaning of discrimination under state and federal nondiscrimination law, including ORS 659.850, Title VI of the Civil Rights Act of 1964 Title IX of Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990;

³ The notice of nondiscrimination will include the name or title, work address, email address, and phone number of each civil rights coordinator.

⁴ {OAR 581-021-0655(3)(a) requires the district adopt a policy including the requirements in OAR 581-021-0660, including the training requirements referenced and listed here. The district can meet this requirement by choosing either of the two bracketed options.}

- (2) The duties of districts under state and federal nondiscrimination law, including ORS 342.700 to 342.708, ORS 659.850 and 659.855, Title VI of the Civil Rights Act of 1964, Title IX of Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the American’s with Disabilities Act of 1990, those statutes’ implementing rules and regulations, and determinations made by the Oregon Department of Education and the United States Department of Education’s Office for Civil Rights;
 - (3) The coordinators required by Title IX of Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and those coordinators’ duties;
 - (4) Identifying discrimination and reports of discrimination;
 - (5) Responding to reports of discrimination;
 - (6) Conducting civil rights investigations, including identifying conflicts of interest, and using strategies to mitigate conflicts of interest;
 - (7) Preventing discrimination in public school programs and activities;
 - (8) Identifying retaliation taken in response to reports of discrimination, responding to reports of such retaliation, and preventing such retaliation in public school programs and activities;
 - (9) Tracking and documenting reports of discrimination.
- b. In years subsequent to being designated a civil rights coordinator, a civil rights coordinator must annually receive the following training in accordance with a schedule established by ODE:

- (1) The meaning of discrimination under state and federal nondiscrimination law, including ORS 659.850, Title VI of the Civil Rights Act of 1964 Title IX of Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990;
- (2) The duties of districts under state and federal nondiscrimination law, including ORS 342.700 to 342.708, ORS 659.850 and 659.855, Title VI of the Civil Rights Act of 1964, Title IX of Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the American’s with Disabilities Act of 1990, those statutes’ implementing rules and regulations, and determinations made by the Oregon Department of Education and the United States Department of Education’s Office for Civil Rights;
- (3) The coordinators required by Title IX of Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and those coordinators’ duties;
- (4) Reporting discrimination, and responding to reports of discrimination, including through complaint processes and investigations.⁵

END OF POLICY

Legal Reference(s):

ORS 174.100	ORS 408.230	ORS 659.865
ORS 192.630	ORS 659.805	ORS 659A.001
ORS 326.051(1)(e)	ORS 659.815	ORS 659A.003
ORS 332.505	ORS 659.850 - 659.860	ORS 659A.006

⁵ Training must first be completed by June 30, 2025.

[ORS 659A.009](#)
[ORS 659A.029](#)
[ORS 659A.030](#)
[ORS 659A.040](#)
[ORS 659A.103 - 659A.145](#)
[ORS 659A.230 - 659A.233](#)
[ORS 659A.236](#)

[ORS 659A.309](#)
[ORS 659A.321](#)
[ORS 659A.409](#)
[OAR 581-021-0045](#)
[OAR 581-021-0046](#)
[OAR 581-021-0047](#)
[OAR 581-021-0650 - 0665](#)

[OAR 581-022-2310](#)
[OAR 581-022-2370](#)
[OAR 581-075-0001 - 075-0005](#)
[OAR 581-075-0901](#)
[OAR 839-003](#)

Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (2018).

Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621-633 (2018); 29 C.F.R Part 1626 (2019).

Americans with Disabilities Act/Americans with Disabilities Act Amendments Act, 42 U.S.C. §§ 12101-12112 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).

Equal Pay Act of 1963, 29 U.S.C. § 206(d) (2018).

Rehabilitation Act of 1973, 29 U.S.C. §§ 791, 793-794 (2018); 34 C.F.R. Part 104 (2019).

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683, 1701, 1703-1705, 1720 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2024).

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018); 28 C.F.R. §§ 42.101-42.106 (2019).

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018); 29 C.F.R. § 1601 (2019).

Wygant v. Jackson Bd. of Educ., 476 U.S. 267 (1989).

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212 (2018).

Genetic Information Nondiscrimination Act of 2008, 42 U.S.C. § 2000ff-1 (2018); 29 C.F.R. Part 1635 (2019).

OSBA Model Sample Policy

Code: GBN/JBA

Adopted:

Sexual Harassment

{Required policy. The requirement for this policy comes from ORS 342.700 et. al., OAR 581-021-0038 and federal Title IX laws.}

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

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

General Procedures

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

OREGON DEFINITION AND PROCEDURES

Oregon Definition

Sexual harassment of students, staff members or third parties³ shall include:

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

¹ {Some districts choose not to use the terms “complaint” and “complainant” because they feel the stigma associated with the terms discourage victims from reporting conduct. The terms used in this policy are consistent with those included in the law. If the district chooses to change these terms, new terms must be consistent and clear. Note, “complainant” is defined under federal law.}

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

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

c. Creates an intimidating, offensive, or hostile environment.

3. Assault is when sexual contact occurs without consent⁴.^{5}

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

Examples of sexual harassment may include, but not be limited to, ^{6}physical touching or graffiti of a sexual nature; displaying or distributing of sexually explicit drawings; pictures and written materials; sexual gestures or obscene jokes; touching oneself sexually or talking about one’s sexual behaviors in front of others; or spreading rumors about or rating other students or others as to appearance, sexual activity or performance.

Oregon Procedures

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

Name	Position	Phone	Email
Michelle Marshall	Title IX Coordinator	541-935-2253	mmarshall@fernridge.k12.or.us

This individual is responsible for accepting and managing complaints of sexual harassment. Persons wishing to report should contact them using the above information. This person is also designated as the Title IX coordinator.^{7} See GBN/JBA-AR(1) - Sexual Harassment Complaint Procedure.

Response

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

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

⁴ “Without consent” means an act performed: (a) without the knowing, voluntary and clear agreement by all parties to participate in the specific act; or (b) when a person who is a party to the act is incapacitated by drugs or alcohol; unconscious; or pressured through physical force, coercion or explicit or implied threats to participate in the act.

⁵ {The statutory definition (ORS 342.704) for sexual harassment includes separate definitions with slightly different language for students, staff members and third parties. The language used in this policy comes from OAR 581-021-0038(1). If the district would like to include the full statutory definition, it can do so.}

⁶ {OAR 581-021-0038 requires that the policy include a “examples of harassing behaviors covered by policy”. The bracketed list in this policy reflects OSBA’s recommendations. The district has discretion in what is included in this list. If listing behaviors not reflected in OSBA recommendations, please have the list reviewed by the district’s legal counsel.}

⁷ {This must be communicated elsewhere, but it is a good reason to specify it here as well.}

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

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

Investigation

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

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

The district will use a reasonable person standard when determining whether a hostile environment exists. A hostile environment exists if a reasonable person with similar characteristics and under similar circumstances would consider the conduct to be so severe as to create a hostile environment. ^{8}

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

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

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

⁸ {OSBA strongly recommends that the Board receive input from district administration prior to adopting a standard here. Of note, Title IX's definition of sexual harassment includes "unwelcome conduct determined by a reasonable person to be..." 34 CFR 106.30(a), emphasis added. It is important to consider the different definitions under Oregon law and Title IX when determining which standards will apply for the Oregon process.}

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

No Retaliation

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

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

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

Notice

When a person⁹ who may have been affected by this policy files a complaint or otherwise reports behavior that may violate the policy, the district shall provide written notification to the following:

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

The written notification must include¹⁰:

⁹ Student, staff member, or third party, or if applicable, the student or third party's parent. If the person is a minor, the district should consider when to contact the person's parent.

¹⁰ Remember confidentiality laws when providing any information.

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

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

The notice must:

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

Oregon Department of Education (ODE) Support

The ODE will provide technical assistance and training upon request.

FEDERAL DEFINITION AND PROCEDURES

Federal Definition

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

1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity¹¹;
3. "Sexual assault": an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;
4. "Dating violence": violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship and the frequency of interaction between the persons involved in the relationship;
5. "Domestic violence": felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction; or
6. "Stalking": engaging in a course of conduct directed at a specific person that would cause a reasonable person fear for the person's own safety or the safety of others, or suffer substantial emotional distress.

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

Federal Procedures

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

Reporting

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

Michelle Marshall is designated as the Title IX coordinator and can be contacted at 541-935-2253. The Title IX coordinator will coordinate the district's efforts to comply with its responsibilities related to this AR. The district prominently will display the contact information for the Title IX coordinator on the district website and in each handbook.^{12}

¹¹ "Education program or activity" includes locations, events, or circumstances over which the recipient exercised substantial control over both the respondent and the context in which the sexual harassment occurs." (Title 34 C.F.R. § 106.44(a))

¹² {Note the difference in requirements for Title IX and Oregon law. It makes sense to align these requirements.}

Response

The district will promptly respond to information, allegations or reports of sexual harassment when there is actual knowledge of such harassment, even if a formal complaint has not been filed.¹³ The district shall treat complainants and respondents equitably by providing supportive measures¹⁴ to the complainant and by following a grievance procedure¹⁵ prior to imposing any disciplinary sanctions or other actions that are not supportive measures against a respondent. The Title IX coordinator is responsible for coordinating the effective implementation of supportive measures.

The Title IX coordinator must promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes, with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.¹⁶

If after an individualized safety and risk analysis, it is determined that there is an immediate threat to the physical health or safety of any person, an emergency removal of the respondent can take place.¹⁷ The district must provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. A non-student employee may also be placed on non-disciplinary administrative leave pending the grievance process.

Notice

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

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

¹³ (Title 34 C.F.R. § 106.44(a)) Response cannot be deliberately indifferent. A recipient is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

¹⁴ (Title 34 C.F.R. § 106.44(a)) Supportive measures means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment.¹⁴ The district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide supportive measures. (Title 34 C.F.R. § 99.30(a))

¹⁵ This grievance procedure must meet the requirements of Title 34 C.F.R. § 106.45 (included in accompanying administrative regulation, *see* GBN/JBA-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure).

¹⁶ The Title IX coordinator may also discuss that the Title IX coordinator has the ability to file a formal complaint.

¹⁷ The district may still have obligations under Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 or the American with Disabilities Act (ADA). (Title 34 C.F.R. § 106.44(c))

Inquiries about the application to Title IX and its requirements may be referred to the Title IX coordinator or the Assistant Secretary¹⁸, or both.

No Retaliation

Neither the district or any person may retaliate¹⁹ against an individual for reporting, testifying, providing evidence, being a complainant, otherwise participating or refusing to participate in any investigation or process in accordance with this procedure. The district must keep confidential the identity of parties and participating persons, except as disclosure is allowed under Family Educational Rights and Privacy Act (FERPA), as required by law, or to carry out the proceedings herein. Complaints of retaliation may be filed using these procedures.

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

Publication

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

END OF POLICY

Legal Reference(s):

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

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

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

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

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

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

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

¹⁸ Of the United States Department of Education.

¹⁹ Retaliation includes, but is not limited to, intimidation, threats, coercion, and discrimination.

OSBA Model Sample Policy

Code: JBA/GBN
Adopted:

Sexual Harassment

{Required policy. The requirement for this policy comes from ORS 342.700 et. al., OAR 581-021-0038 and federal Title IX laws.}

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

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

General Procedures

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

OREGON DEFINITION AND PROCEDURES

Oregon Definition

Sexual harassment of students, staff members or third parties³ shall include:

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

¹ {Some districts choose not to use the terms "complaint" and "complainant" because they feel the stigma associated with the terms discourage victims from reporting conduct. The terms used in this policy are consistent with those included in the law. If the district chooses to change these terms, new terms must be consistent and clear. Note, "complainant" is defined under federal law.}

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

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

c. Creates an intimidating, offensive, or hostile environment.

3. Assault is when sexual contact occurs without consent⁴.^{5}

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

Examples of sexual harassment may include, but not be limited to, ^{6}physical touching or graffiti of a sexual nature; displaying or distributing of sexually explicit drawings; pictures and written materials; sexual gestures or obscene jokes; touching oneself sexually or talking about one’s sexual behaviors in front of others; or spreading rumors about or rating other students or others as to appearance, sexual activity or performance.

Oregon Procedures

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

Name	Position	Phone	Email
Michelle Marshall	Title IX Coordinator	541-935-2253	mmarshall@fernridge.k12.or.us

This individual is responsible for accepting and managing complaints of sexual harassment. Persons wishing to report should contact them using the above information. This person is also designated as the Title IX coordinator.^{7} See JBA/GBN-AR(1) - Sexual Harassment Complaint Procedure.

Response

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

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

⁴ “Without consent” means an act performed: (a) without the knowing, voluntary and clear agreement by all parties to participate in the specific act; or (b) when a person who is a party to the act is incapacitated by drugs or alcohol; unconscious; or pressured through physical force, coercion or explicit or implied threats to participate in the act.

⁵ {The statutory definition (ORS 342.704) for sexual harassment includes separate definitions with slightly different language for students, staff members and third parties. The language used in this policy comes from OAR 581-021-0038(1). If the district would like to include the full statutory definition, it can do so.}

⁶ {OAR 581-021-0038 requires that the policy include a “examples of harassing behaviors covered by policy”. The bracketed list in this policy reflects OSBA’s recommendations. The district has discretion in what is included in this list. If listing behaviors not reflected in OSBA recommendations, please have the list reviewed by the district’s legal counsel.}

⁷ {This must be communicated elsewhere, but it is a good reason to specify it here as well.}

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

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

Investigation

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

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

The district will use a reasonable person standard when determining whether a hostile environment exists. A hostile environment exists if a reasonable person with similar characteristics and under similar circumstances would consider the conduct to be so severe as to create a hostile environment. ^{8}

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

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

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

⁸ {OSBA strongly recommends that the Board receive input from district administration prior to adopting a standard here. Of note, Title IX's definition of sexual harassment includes "unwelcome conduct determined by a reasonable person to be..." 34 CFR 106.30(a), emphasis added. It is important to consider the different definitions under Oregon law and Title IX when determining which standards will apply for the Oregon process.}

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

No Retaliation

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

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

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

Notice

When a person⁹ who may have been affected by this policy files a complaint or otherwise reports behavior that may violate the policy, the district shall provide written notification to the following:

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

The written notification must include¹⁰:

⁹ Student, staff member, or third party, or if applicable, the student or third party's parent. If the person is a minor, the district should consider when to contact the person's parent.

¹⁰ Remember confidentiality laws when providing any information.

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

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

The notice must:

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

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1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity¹¹;
3. "Sexual assault": an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;
4. "Dating violence": violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship and the frequency of interaction between the persons involved in the relationship;
5. "Domestic violence": felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction; or
6. "Stalking": engaging in a course of conduct directed at a specific person that would cause a reasonable person fear for the person's own safety or the safety of others, or suffer substantial emotional distress.

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

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

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¹² {Note the difference in requirements for Title IX and Oregon law. It makes sense to align these requirements.}

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The Title IX coordinator must promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes, with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.¹⁶

If after an individualized safety and risk analysis, it is determined that there is an immediate threat to the physical health or safety of any person, an emergency removal of the respondent can take place.¹⁷ The district must provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. A non-student employee may also be placed on non-disciplinary administrative leave pending the grievance process.

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3. The grievance procedure and process, how to file a formal complaint of sex discrimination or sexual harassment, and how the district will respond.

¹³ (Title 34 C.F.R. § 106.44(a)) Response cannot be deliberately indifferent. A recipient is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

¹⁴ (Title 34 C.F.R. § 106.44(a)) Supportive measures means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment.¹⁴ The district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide supportive measures. (Title 34 C.F.R. § 99.30(a))

¹⁵ This grievance procedure must meet the requirements of Title 34 C.F.R. § 106.45 (included in accompanying administrative regulation, *see* JBA/GBN-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure).

¹⁶ The Title IX coordinator may also discuss that the Title IX coordinator has the ability to file a formal complaint.

¹⁷ The district may still have obligations under Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 or the American with Disabilities Act (ADA). (Title 34 C.F.R. § 106.44(c))

Inquiries about the application to Title IX and its requirements may be referred to the Title IX coordinator or the Assistant Secretary¹⁸, or both.

No Retaliation

Neither the district or any person may retaliate¹⁹ against an individual for reporting, testifying, providing evidence, being a complainant, otherwise participating or refusing to participate in any investigation or process in accordance with this procedure. The district must keep confidential the identity of parties and participating persons, except as disclosure is allowed under Family Educational Rights and Privacy Act (FERPA), as required by law, or to carry out the proceedings herein. Complaints of retaliation may be filed using these procedures.

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

Publication

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

END OF POLICY

Legal Reference(s):

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

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

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

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

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

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

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

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

¹⁸ Of the United States Department of Education.

¹⁹ Retaliation includes, but is not limited to, intimidation, threats, coercion, and discrimination.

OSBA Model Sample Policy

Code: JFE
Adopted:

Pregnant and/or Parenting Students**

{Required policy. The requirement for policy comes from ORS 336.640. *This is the April 2021 published version of this policy and is the policy recommendation following the invalidation of the 2024 Title IX regulations.*}

A pregnant and/or parenting student shall be encouraged to continue with an educational program and to participate in all district-sponsored activities unless physically unable. The district shall ensure that pregnant and/or parenting students receive special services as temporarily necessitated by their condition.

Neither pregnancy nor parenting constitute an exemption from Oregon compulsory attendance law.

No pregnant or parenting student shall be excluded from the public schools on the basis of pregnancy or parenthood.

The district shall, in considering and obtaining special services for pregnant and/or parenting students:

1. Inform pregnant and/or parenting students and their parents of the availability of such services in the school district, education service district or in the community.
2. Facilitate the provision of such services, including counseling, life skills and parenting education, childcare, transportation, career development and health and nutrition services to pregnant and/or parenting students.
3. Inform pregnant and/or parenting students and their parents of the availability of resources provided by other agencies, including health and social services.
4. Provide educational programs and schedules that address the individual learning styles and needs of pregnant and/or parenting students.
5. Develop individualized educational programs or services, or both, to address the needs of pregnant and/or parenting students when their educational needs cannot be met by the regularly provided school program.

The superintendent will develop ~~administrative regulations as~~ guidelines^{1} necessary to ensure compliance with the provisions of state and federal law.

END OF POLICY

Legal Reference(s):

[ORS 336.640](#)
[ORS 339.010](#)

[ORS 339.030](#)

[OAR 581-021-0046](#)
[OAR 581-023-0100\(3\)](#)

¹ {Guidelines are required according to ORS 336.640 but does not rise to the level of an administrative regulation. A sample form is available to support developing a student's required individual written plan (OAR 581-023-0100(3)).}

Contract Between

the

Fern Ridge Education Association/LUBC

and

School District No. 28J

Lane County, Oregon

2025-2028

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Preamble

This Agreement entered into this 21st day of April 2025, by and between the Fern Ridge Education Association, hereinafter called the “Association” and School District No. 28J, Lane County, Oregon, hereinafter called the “District”.

WITNESSETH

Whereas the parties have reached certain understandings which they desire to confirm, it is hereby agreed as follows:

Article 1 – Recognition Clause

- A. The District recognizes the Lane Unified Bargaining Council/the Fern Ridge Education Association as the sole and exclusive bargaining representative for all regular and temporary licensed employees, including nurses and school psychologists.
- B. Specifically excluded from the bargaining unit are substitutes, supervisory, and administrative employees.
- C. A “contract” employee is one who has successfully completed a three (3) year probationary period in the District.
- D. There shall be three signed copies of the final Agreement for the purpose of records. One shall be retained by the District, one by the Association and one by the Council. A copy of the final Agreement will also be posted on the District’s website.
- E. Definitions:
For this contract, the following definitions apply unless otherwise indicated:
 - 1. Substitute: Anyone employed to take the place of a regular employee who is temporarily absent for not more than 60 consecutive contract days. A substitute could be extended beyond 60 days by mutual agreement between the parties.
 - 2. Temporary: Rehired retirees, and anyone employed to fill a position designated as temporary or experimental or to fill a vacancy which occurs after the first working day of the contract year, because of unanticipated enrollment or because of the death, disability, retirement, resignation, or employment termination of a regular employee. Identifying a position as temporary, for reasons that occur prior to the first working day of the contract year in August requires agreement from FREA. Temporary teachers are members of the bargaining unit from the first day of work.
 - 3. Upon becoming members of the bargaining unit, temporary employees and rehired retirees shall be covered by all provisions of this Agreement except Article 10 - Reduction in Force.

Article 2 – Grievance Procedure

A. Definitions

1. Contractual Grievance

A contractual grievance is an allegation by an employee, group of employees or the Association that an injury has occurred to him/her or them resulting from the District's misinterpretation, misapplication or violation of the terms of this Agreement.

2. Administrative or Policy Grievance

An administrative or policy grievance is an allegation by an employee or group of employees or the Association that there has been to him/her or them an injury resulting from the District's misinterpretation, misapplication or violation of Board policies, administrative policies, rules, regulations and/or administrative directives. Such grievances may be processed through these procedures to the Board the decision of which shall be final and binding School Board decisions are not appealable to arbitration.

B. Representation and Responsibilities

1. Representation

Any grievant may be accompanied at all stages of this procedure by an Association-approved representative of his/her choosing. At the request of the grievant, a member of the Association shall have the right to be present and to state its views at all stages of the procedure.

2. Group Grievance

In the event a grievance is filed by a group of employees representing two (2) or more buildings, that grievance may be initiated at the second step or level provided a solution is beyond the authority granted the principal or immediate supervisor.

3. Non-Reprisal

No reprisals of any kind shall be taken by the District or any member of the administration against any grievant, any representative, any member of the Association or any participant in the grievance procedure by reason of such participation.

C. Operating Limits

1. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may be extended by mutual written agreement. Failure of a grievant to submit a grievance or appeal a grievance decision within the time limits set forth in this Article shall be deemed a waiver of the right to appeal the grievance to the next level. Forfeiture of a grievance due to timelines shall not be precedent setting with respect to future grievances.

Pursuant to ORS 342.895 (5), a moratorium shall be placed on grievance timelines while an employee is on a Program of Assistance for grievances related to evaluation procedures or the Program of Assistance.

- a. When an event occurs (as prescribed by statute) that lifts the moratorium the District will notify the employee and the Association.

- b. The employee/Association will then initiate at Level One within the time limits defined in Section E.1, of this Article. For such a grievance, the 'incident' shall be defined as the employee's receipt of the notice ending the Program of Assistance.

2. **Year-end Grievances**

In the event a grievance is filed at such a time that it cannot be processed through the steps in this procedure by the end of the school term of the grievant, the time limits set forth herein may be reduced so the procedure may be exhausted prior to the end of the school term, or as soon thereafter as practicable, if mutually agreed upon in writing. In an instance where a grievable issue occurs at the end of a contract year it is in the interest of both parties for the Association to inform the District at the earliest possible date.

3. **Meetings and Hearings**

Subject to the Oregon Public Meetings Law, meetings and hearings under this procedure shall not be conducted in public and shall include only those individuals involved in the grievance. Confidentiality means that personal information relative to the grievance must be kept between the grievant and the designated representative(s). The intent is that both sides should have the ability to discuss the merits of the grievance with appropriate parties while protecting the confidentiality of the grievant. This Section is also subject to the Oregon Public Records Law.

4. **Written Decisions**

Decisions rendered at Level One that are unsatisfactory to the grievant and all decisions rendered at subsequent levels of the procedure shall be in writing, setting forth the decision, the reasons for the decision, and shall be transmitted promptly to the grievant and his/her representative in accordance with the applicable timelines set forth in this Article.

5. **Separate Grievance File**

All documents, communications, and records used in the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. The grievance file shall be kept in one place and the Association shall be informed in writing of the file's location.

6. All reference to days or hours shall refer to employee working days or working hours.

D. **Requirements of a Formal Grievance**

- 1. A grievance must be submitted in writing and shall include the following:
 - a. The contract provision, policy or rule that the employee alleges to have been violated;
 - b. Suggested remedy;
 - c. Pertinent facts alleging the violation;
 - d. Signature of grievant(s);
 - e. Date.

E. **Procedure**

1. **Level One**

- a. The party with a grievance will first discuss it with his/her principal or immediate supervisor within ten (10) working days of the incident or knowledge thereof, with the objective of resolving the matter informally.
- b. If the grievant is not satisfied with the informal disposition of his/her grievance, he/she may communicate a written grievance with his/her principal within ten (10) working days of the informal meeting, but not later than twenty (20) days from the date of the alleged violation or knowledge thereof. The principal shall make a written decision within seven (7) working days and attach it to the original grievance. Copies shall be sent to the grievant and his/her representative within seven (7) working days of the original written grievance. In the event a working environment becomes untenable for the employee, the Association may request an expedited timeline to move the grievance to Level Two.

2. **Level Two**

- a. If the grievant is not satisfied with the disposition of his/her grievance at Level One, or if no written decision has been rendered within the required time, he/she may appeal to the Superintendent in writing within ten (10) working days of the written decision if rendered or twenty (20) working days of the date of filing the grievance, if no decision has been rendered. The appeal shall include a copy of the decision being appealed and the grounds for the decision.
- b. Appeals to the Superintendent or his/her appointed representative shall be heard by the Superintendent within fourteen (14) working days of his/her receipt of the appeal. Written notice of the time and place of hearing shall be given not less than seven (7) working days prior to the hearing, and provided to the grievant and the Association.
- c. Within fourteen (14) working days of the Appeal Hearing, the Superintendent shall communicate to the grievant and his/her representative the Superintendent's written decision, which shall include supporting reasons for the decision.

3. **Level Three – Binding Arbitration for Contractual Grievances**

- a. Within fourteen (14) working days of the decision at Level Two or if no written decision has been rendered within the required time, the grievant may request that the Association submit the decision rendered under Level Two to arbitration. If the Association so determines, it shall submit the contractual grievance to arbitration within seven (7) working days after receipt of the request from the grievant.
- b. The parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, they shall within fourteen (14) working days of the appeal, jointly request the Employment Relations Board (ERB) submit a list of seven (7) arbitrators. As soon as the list has been received, the parties or their designated representatives(s) shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining one shall act as the arbitrator. The rules of the ERB shall be followed in all proceedings.

- c. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. His/her decision shall be submitted to the Board and to the Association and shall be final and binding on both parties. The arbitrator shall be without authority to add to, subtract from, or otherwise modify the specific and express terms of this contract.
 - d. Costs of the arbitration, other than the costs incurred by each party in presenting its case, shall be borne equally by the parties.
 - e. Any information, material or testimony of witnesses not previously made known to each party may not be used in arbitration unless the other party is notified in writing of the specific nature of the evidence, not less than twenty-four (24) hours prior to the first arbitration session.
 - f. The names of witnesses who will be used in arbitration must be made known to the other party twenty-four (24) hours prior to the first arbitration session.
4. **Level Four – Board Level for Administrative/Policy Grievances**
- a. If the grievant is not satisfied with the disposition of his/her grievance at Level Two, or if no written decision has been rendered within the required time, he/she may appeal to the Board for a hearing to be held in executive session. The appeal shall be submitted in writing within seven (7) working days of the written decision, if rendered or within twenty-eight (28) working days from the date of filing the grievance, if no decision has been rendered. The appeal shall include a copy of the decision being appealed and the grounds for regarding the decision incorrect.
 - b. The Board shall hear appeals within twenty-one (21) working days of receipt of the appeal. Written notice of the time and place of the hearing shall be given seven (7) working days prior to the grievant and the Association.
 - c. Within twenty-one (21) working days of the appeal hearing the Board shall communicate to the grievant its written decision, with supporting reasons.
 - d. The Board's decision shall be final and binding on both parties.

Article 3 – District Rights

It is recognized that the District has the right to operate and manage the school system and its programs, facilities, properties, and activities of its employees related to their professional duties and performance. Without limiting the generality of the foregoing, it is expressly recognized that, subject to this Agreement, the District's operational and managerial rights shall include, but not be limited to, the following:

- A. The right to determine the location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities;
- B. The right to determine the financial policies of the District, including the general accounting

procedures, inventory procedures for supplies and equipment, and public relations;

- C. The right to determine the management and supervisory administrative organization of each school or facility in the system and the selection of employees for promotion to supervisory, management, or administrative positions;
- D. The right to maintain discipline and control;
- E. The right to determine the control and use of the school system property and facilities;
- F. The right to determine the safety, health, and property protection measures where legal responsibilities of the District or other governmental units are involved;
- G. The right to enforce the rules and regulations now in effect and to establish new rules and regulations from time to time;
- H. The direction and arrangement of all the working forces in the system, including the right to hire, suspend, discharge, recommend corrective action or transfer employees, and to maintain files to carry out this function;
- I. The right to determine the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees and the establishment of quality standards and judgment of employee performance;
- J. The right to determine the layout, the equipment to be used, and the right to plan, direct, and control school activities and the determination of the subjects taught;
- K. The right to establish and revise the school calendar, establish hours of employment, determine the time, days, manner of payment, schedule classes, assign workloads and with the assistance of employees defined by ORS 337.120, select textbooks, teaching aids and materials;
- L. The right to assign applicants for all programs of an extracurricular nature.

Article 4 - Association Rights

- A. **Minutes**

The District shall make available to the Association president an official copy of the Board meeting minutes, agenda and non-confidential portions of the Board Members' packets of each public school Board meeting, whether regular or special, in compliance with timelines established by Public Meeting Law. Following a School Board meeting, any non-confidential late additions, materials, or documents that become a part of the official board packet will be available for review or to copy at the District Office. These items will be kept in a manner that allows for efficient review and retrieval. Executive session minutes are excluded from coverage under this Section, except as authorized by the PECBA.
- B. **Information**

The Board agrees to furnish to the Association, in response to reasonable requests, information that is subject to Public Records Law and/or required by law for the Association to function as Bargaining Representative. Upon prior notification, the Association agrees to pay reasonable costs for information that is not readily accessible.

C. **Use of School Buildings**

Prior approval for use of school facilities shall be obtained from the principal of the building in question by the FREA president or building representative at least twenty-four (24) hours in advance of a meeting of seven (7) or more FREA members. Small unofficial groups of fewer than seven (7) shall obtain verbal approval from the building principal prior to the meeting. Approval shall not be unreasonably withheld. Use of school facilities shall occur during employees' non-duty time and shall not interfere with District-sponsored activities. Quick meetings (15 minutes or less) may take place during contract hours with administrative approval.

D. **Use of School Equipment**

The Association shall have the right to use school facilities and equipment normally available for staff use when such equipment is not otherwise in use. The cost of supplies, materials, and repairs necessitated by Association use shall be paid by the Association. Use of school equipment shall be limited to employees' non-duty time and shall be governed by normal staff use procedures.

E. **Mail Facilities and Mail Boxes**

1. The Association shall have the right to use the inter-school mail facilities and school mailboxes. As a courtesy, a copy of all material for general distribution will be sent in advance to the principal of each school and to the Superintendent.
2. The Association may use the District's e-mail system to communicate with its members regarding Association business with the following conditions:
 - a. Building administrators and the Superintendent will receive copies of any e-mails distributed to the general FREA membership.
 - b. FREA will not use the District's e-mail system to lobby for or against any political candidate, ballot measure, legislative bill, or law, or to coordinate strikes, walkouts, work stoppages, or activities that violate the Contract.
 - c. FREA agrees to abide by the District's policy and administrative regulations regarding District email usage.
3. The Association will indemnify the District regarding any claims as a result of the Association's use of District's mail or e-mail facilities.

F. **Association Leave.**

The Association shall be allowed up to a total of ten (10) days of leave, not to exceed two (2) consecutive days per occasion, to conduct Association business. Staff shall use their professional discretion to minimize the impact of Association-related absences on their students. The District shall provide a substitute employee for two (2) of those leave days, upon request of the Association. For those days the Association uses beyond two (2), the Association shall reimburse the District for the cost of the substitute. The Association president shall designate which employees shall be authorized to use available leave.

The District acknowledges that, on occasion, FRSD staff may hold office or need to support their broader Association, either regionally or at the state level. Requests beyond the 10 days may be approved in consultation with the Superintendent and with a plan to minimize negative effects on FRSD and its students.

- G. Whenever any representative of the Association or any employee participates during working hours in negotiations, grievance proceedings, legal or quasi-legal hearings or meetings, he/she shall suffer no loss in pay. This provision applies only to meetings/proceedings scheduled during the employee work day by mutual agreement between the District and the Association.
- H. Upon request, an Association representative shall be allowed to make brief announcements at the end of any faculty or other professional meeting. The Association shall have the opportunity to suggest items for the Agenda. Any additional time that goes beyond employees' workday shall not result in any requests for comp time and/or overtime.

The Board shall place on the Agenda of each regular Board meeting any matters brought to its consideration by the Association, so long as those matters are made known to the Superintendent's office five (5) working days prior to said meeting. The Association shall have the opportunity to suggest items for the Agenda.

The Association will be provided with the names and addresses of all new and terminating employees.

I. Dues and Payroll Deduction

- 1. Any employee who is a member of the Association or who has applied for membership may sign and deliver personally or through the Association to the Superintendent, an assignment authorizing deductions of membership dues in the united teaching profession (i.e., Local, OEA-NEA). Such authorization shall continue in effect from year to year, unless revoked in writing prior to October 1, or thirty calendar days from the first contractual workday, whichever occurs first, as hereinafter provided. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the first regular salary check of the employee each month for ten (10) months, beginning in September and ending in June of each year. Deductions for employees who join the Association after the commencement of the school year shall be appropriately prorated so payments will be completed by the following June.
- 2. Withdrawing payroll deductions authorization for such dues may be accomplished by writing a letter to the office of the Association and to the office of the Superintendent and delivered on or before October 1 of the membership year.
- 3. Upon appropriate written request from the employee, the District shall deduct from the salary of any employee and make appropriate remittance to the credit union and designated insurance carrier.
- 4. The Association and individual employees shall hold the District harmless from any claims, costs or liabilities arising from compliance with this article, provided any District error is corrected within thirty (30) days of being brought to the District's attention in writing.

J. Statutory Rights and Benefits

- 1. The Fern Ridge School District will ensure all aspects of Oregon Regulatory Statutes that relate to Association rights are followed and implemented. The ORS regarding Public Employees' Rights and Benefits is currently available at:
https://www.oregonlegislature.gov/bills_laws/ors/ors243.html
- 2. The parties agree to the following additions/clarifications regarding application of the statutes in ORS 243:

- a. For the purposes of this Article, “FREA is the exclusive representative”;
- b. The FREA president is the designator of Association representatives for all meetings with the District (may be non-employee designees such as LUBC);
- c. Designated Representatives shall include FREA executive board officers, elected building representatives, and designees;
- d. Employees tasked by FREA to complete union tasks may do so during the contract day, provided they make arrangements for coverage during business hours and give at least 24 hours’ notice to their site supervisor. The parties may mutually agree to utilize substitute teachers where necessary. Such tasks will be scheduled so as not to interfere with normal school duties whenever possible and within reasonable time;
- e. New employees shall be allowed to attend a “FREA” New Employee Orientation up to one hour during paid time in the first work week of the year. Subsequent new employees shall be afforded the same orientation time within 30 days of their start date, subject to (d) above.
- f. Union representation on district committees such as interview committees, bargaining a successor Agreement, or a memorandum, may occur outside of normal work hours. In that case, employees may accrue exchange time during non-student contact to offset 1:1 the time spent in the district meeting. In that case, employees may accrue exchange time during non-student contact hours to offset, on a 1:1 basis, the time spent in District meetings.
- g. The Statutory 120-day provision of new employee lists shall be completed during the calendar year quarterly on or before March 31st, June 30th, September 30th, and December 31st.

Article 5 – Employees Rights

A. Discipline

- 1. Discipline shall be defined as verbal reprimands, written reprimands, or suspensions without pay.
- 2. Before administering disciplinary action, the District will comply with due process procedures as follows:
 - a. The employee will be given the charge(s) and the information forming the basis for such charges. Except for verbal reprimands, the charges and the information forming the basis for such charges will be in writing;
 - b. The employee shall be given the opportunity to respond to the charges;
 - c. Verbal reprimands must be documented in order to count towards progressive discipline;
 - d. As part of its investigation, the District will review the employee’s response (including corroborating documents and witness testimony) and such response will become part of any ensuing disciplinary record;

- e. The employee shall be given the opportunity to appeal any proposed disciplinary action to the School Board, which shall hear and respond to such an appeal within sixty (60) working days;
- f. Except for the most serious of offenses, the District shall apply the principle of progressive discipline.

B. Dismissal/Non-Extension

1. No contract employee shall be dismissed or non-extended without just cause. For the purposes of this Article, 'just cause' shall be defined as:
 - a. Before administering dismissal or non-extension, the District must conduct an objective investigation, providing the employee with written notice of the charges and an opportunity to respond. To administer dismissal or non-extension, the District must have substantial evidence supporting the charge.
 - b. The order or rule must be reasonably related to the orderly, efficient, and safe operation of the District. The dismissal/non-extension shall be reasonably related to the seriousness of the offense, the past record of the employee, and must be administered uniformly.
 - c. Employees shall be given notice of all District work rules and performance expectations, except those that by common knowledge, may reasonably be considered as part of a licensed employee's work/performance requirements or which are part of pre-existing statutory requirements for school personnel.
2. The specific reasons forming the basis for the contract employee's dismissal/non-extension shall be made available to the employee, upon request.
3. No contract employee shall be dismissed or non-extended except for grounds enumerated in ORS 342.865.
4. A contract employee who is dismissed or non-extended shall have the option of challenging the District's actions under ORS 342.805 to 342.930 or through a just cause grievance, using the process of Article 2 of this Agreement. If the employee chooses the grievance option, the parties agree to waive the rights, limitations, and procedures under ORS 342.805 to 342.930. An arbitrator will not overturn a dismissal/non-extension due to technical errors in the Program of Assistance.
 - a. If the employee chooses the statutory option, a hearings officer will be selected from the OSBA/OEA list, using an alternate striking process.
 - b. If the employee chooses the grievance option, the process for selection of an arbitrator shall be as described in Article 2, Section E.3, of this Agreement.
5. Specifically excluded from this just cause provision of the Contract are the substance of an evaluation, extra-duty positions, and the dismissal or non-renewal of probationary employees. This Article does not modify the Board's right under the provisions of ORS 342.835 to dismiss or refuse to renew the contract of a probationary employee for any cause deemed in good faith sufficient by the Board.
6. In cases where an arbitrator is considering a contract employee's dismissal based on

progressive discipline, the arbitrator may consider findings from any previous disciplinary action related to the employee, the employee's response to such discipline, and the fact that the employee was afforded only due process rights.

C. Treatment of Employees

Should corrective action be necessary, the employee shall receive the basis for such action in writing and shall sign and return a copy of the written notice to the originator as acknowledgment of receipt.

D. Representation Rights

An employee shall be entitled to have present a representative of the Association during a meeting which the employee reasonably believes may lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until a representative of the Association is present; however, the delay shall not exceed forty-eight (48) hours. Further, in the event the administrator expects the meeting to result in disciplinary action, the employee shall be advised of the meeting and the right to representation, in writing, under this provision of the Agreement, prior to the meeting taking place.

E. Criticism of Employees

Any criticism of an employee by a supervisor, administrator, teacher, or other agent of the District shall be made outside the presence of students, parents/guardians of students, staff or public gatherings, and using the utmost discretion. All criticisms made shall be confidential.

F. Organizing

Employees shall have the right to organize, join, and assist the Association, participate in professional negotiations with the Board through the Association, and engage in other activities, individually or collectively, to establish, maintain, protect, or improve conditions of professional service and the quality of the educational program. Association business is not to be conducted during school hours (unless otherwise allowed in the contract).

G. Personal Life

The personal life of an employee will not be an appropriate concern, so long as it does not cause a substantial disruption to the learning environment, or affect the performance of the employee. When a situation arises, the District may involve FREA to work together to agree on the nature of the issue, and agree how to properly move forward.

H. Intellectual Property

The parties recognize that employees retain authorship or patent interests in all works created outside of work hours without using School District property, including computers.

I. Citizenship

Employees shall be entitled to full rights of citizenship, and no religious or political activities of an employee, or the lack thereof, shall be grounds for discipline or discrimination, regarding the professional employment of such employee, provided said activities do not violate any local, state, or federal laws.

J. Safe Working Conditions

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety, or well-being, as mandated by ORS and the Occupational Safety and Health Act. Employees shall be responsible to call their administrator's attention to any condition which may be considered unsafe.

K. Non-Discrimination

The District will not discriminate against employees on the basis of race, color, religion, national origin, union activity, gender, age, domicile, marital status, or disability. If the employee chooses to pursue such a matter through another venue of competent jurisdiction, he/she will be barred from pursuing a remedy through the contractual Grievance Procedure. If the employee pursues a remedy in another venue during, or subsequent to, arbitration, the arbitration process shall be discontinued and/or the award voided.

L. Use of Video Cameras

1. When a teacher wishes to use video cameras in the instructional setting, he/she must obtain a District Administrator's pre-approval and comply with students' rights to privacy.
2. The District will not use video cameras or recorders solely for evaluating instructional performance without the teacher's pre-approval.
3. If the District wishes to use a video camera or recorder for a teacher's formative or summative assessment in a given classroom, it will do so only with the teacher's pre-approval or consent, unless the use of a video camera is part of a Plan of Assistance.
4. Teacher discipline shall not be solely based on multimedia technology evidence unless it substantiates illegal activity.
5. If the District or a state or federal agency working with youth wishes to use video recordings to observe or evaluate student performance or behavior, such recordings shall not be used for teacher evaluations without the teacher's approval.

Article 6 – Personnel Files

- A. Personnel files shall be maintained for each employee by the District. This file shall contain materials relevant to the employee's employment and shall be the sole repository of such material. This does not preclude any administrator from maintaining a working file at the building level, subject to the provisions of Section E below.
- B. All employee personnel records and any investigatory records shall be considered confidential and access to those records shall be permitted only in accordance with District Policy and state and federal law.
- C. Employees, with their representative, shall have the right to review their personnel files and receive a copy of any document contained therein.
- D. Employees will be given a copy of evaluations, complaints, and written disciplinary actions (and related documents) to be placed in their personnel file. They may submit a written response, which will be attached to the file copy.
- E. No evidence that has not been previously recorded in an employee's personnel file shall be used by the District as a basis for action against the employee.
- F. Employees may remove from their personnel files any materials more than five (5) years old, except that evaluations and written disciplinary actions shall remain permanent parts of the

employee's personnel file, unless eliminated through the grievance process. No material may be removed in violation of the law.

Article 7 – Complaint Procedure

A.

1. If a complaint is made against an employee as a written, formal complaint that may be used in the employee's evaluation and/or placed in the District personnel file, the Administrator shall hold a conference with the employee within five (5) working days of receiving the complaint to discuss the issue and determine whether it can be resolved informally. If the issue is not resolved to the mutual satisfaction of the parties, the Administrator is to hold a conference with the complainant and the employee. However, if the Administrator determines that such a conference will not be beneficial, he/she will have the option of not holding it.
2. In those instances where there is no meeting between the complainant and the employee, the District may place documentation of the complaint and its subsequent investigation in the personnel file if the District is able to establish the validity of the complaint.
3. In those instances where there was no meeting between the complainant and the employee, the District shall not take disciplinary action or refer to the complaint in the employee's evaluation unless the complaint is substantiated in accordance with Section C of this Article.
4. If the employee is not satisfied with the disposition at the building level, he/she may appeal the decision to the Superintendent.
5. If the complainant is not satisfied with the disposition at the building level, he/she may appeal the decision to the Superintendent in accordance with the District's Public Complaints Procedure policy.
6. If the complainant is not satisfied with the disposition at the Superintendent level, he/she may appeal the decision to the School Board in accordance with the District's Public Complaints Procedure policy.

B. Any such complaint which the Administration chooses not to discuss with the employee or that is not discussed pursuant to Section A above, within ten (10) working days shall not be considered in the employee's evaluation and shall not be used in any subsequent action by the District.

C. Only complaints that are signed by an adult complainant shall be processed in accordance with this Complaint Procedure. The District, however, retains the right to investigate concerns raised in a complaint and, if the concerns are substantiated by evidence independent of the complaint, to administer appropriate discipline in compliance with the due process standard defined in Article 5, Section A, of this Agreement.

D. Only complaints which are determined to be valid and are used to document the necessity of discipline of the bargaining unit member will be placed in the employee's personnel file. Any unsubstantiated complaint may be kept in an employee's personnel file with the employee's agreement.

- E. If the complaint is placed in the employee’s personnel file, it shall include at least the following information: the name of the employee against whom the complaint is made, the date and nature of the complaint, and signature of the complainant. The employee shall have the right to request representatives of his/her choice.
- F. The District shall complete any investigation before filing a report with the Teacher Standards and Practices Commission.
- G. Complaints involving allegations of sexual harassment or potential criminal violations shall not be subject to the provisions of this Article and will be processed solely in accordance with District policy and state law.

Article 8 – Assignments, Vacancies, and Transfers

A. Assignments

Grade, subject, activity, specialty and worksite assignments shall be made by the District. Employees shall be notified in writing by the last employee workday of any changes in such assignments for the following school year.

If, after the last day of school, the District makes a change in assignment, the District will within five (5) days notify the affected employees. The District will attempt notification by phone (which could include cell phone), e-mail, and, if all else fails, by regular mail. Employees are responsible for providing necessary and up-to-date information on the summer checkout form for District use in notifying them of assignment changes.

B. Transfers

A voluntary transfer occurs when an employee initiates a change in his/her current building locations, room, grade, or subject area.

An involuntary transfer occurs when the District initiates a change in the employee’s current building location, room, grade, or subject area.

When making transfers, the District shall take the training, experience, achievements, service length, employee wishes, and employee convenience into consideration. However, the instructional requirements and best interests of the school system and students are of primary importance. Costs incurred in involuntary transfers due to staffing requirements, administrative decisions, or curriculum changes that require the employee to be recertified will be covered by the District. The District shall work cooperatively with the Teacher Standards and Practices Commission (TSPC) in matters of mis assignment and endorsement problems that may arise from these changes in instructional requirements. Involuntary transfers will be made only after voluntary transfers have been considered.

Employees initiating a voluntary transfer will be provided with administrative and support services to assist with the transfer (e.g., custodial assistance).

When an employee is involuntarily transferred, the District will provide administrative and support services to assist with the transfer (e.g., custodial assistance). In addition, employees will be eligible for the following compensation or release time depending on the type of transfer:

- 1. If an employee moves to another building or a different room within the same building,

he/she will receive compensation equal to eight (8) hours of pay at his/her per diem rate.

2. If an employee's assignment is changing from the current grade or subject area taught during the previous school year, the employee will receive at the beginning of the school year compensation equal to eight (8) hours of pay at his/her per diem rate in compensation for the additional preparation and planning. For a secondary teacher, a change in assignment is defined as at least half of the total sections taught in a term being different from those in the previous school year. During the school year in which the transfer is first effective the employee shall also be eligible for up to a total of two (2) days of release time. This time may be used to release both the employee and a peer (one (1) day each) or to release the employee (two (2) days) for collaboration with a peer, to work on planning and curriculum work. However, in no case shall the amount of release time provided during the school year exceed two (2) days. Dates when release time may be used shall be mutually agreed upon between the administration and the teacher.

C. Application for Transfer

Employees covered under this contract who request a transfer to a posted, non-administrative opening will be granted an interview. If a transfer request is denied, the employee will be notified in writing of the reason(s).

D. Notice of Vacancy

Notices of bargaining unit vacancies will be distributed to schools for posting. They will also be sent via email to all bargaining unit members and posted on the District's website. Vacancies shall be filled on the basis of qualifications. Information regarding the job description, qualifications, and salary shall be available upon request. No bargaining unit vacancies will be filled without giving the Association at least five (5) business days' prior notice of the vacancy. The Association shall notify the Superintendent's office of the person designated to receive such notices and indicate where they are to be sent.

For employees who have indicated interest in a specific position by submitting a request to the District office, the District will mail them notices of vacancies for those positions. The District will mail the notice to the employee at the last address on file with the District. Employees with current information on file with the District need only submit a letter of interest to be considered for a position. It is the employee's responsibility to ensure this information is up-to-date.

Vacancies are defined as bargaining unit positions not filled by a current employee. Vacancies will be posted pursuant to Section D of this Article, except when the District decides to fill the position with an employee who would have been laid-off or is on the recall list.

A selection committee will interview and recommend candidates for posted or open certified positions. The FREA President or a designee shall appoint a volunteer bargaining unit member to serve on the selection committee. The FREA President or designee shall identify a volunteer bargaining unit member to serve on the selection committee. Additional volunteer members may be invited to participate at the hiring administrator's discretion. If a FREA member is not appointed within five contractual days of receiving notification of a hiring committee's formation (or five non-contractual business days during summer break), the District may proceed with the selection process without a FREA-appointed representative. It is encouraged, but not required, to include a bargaining unit member on hiring committees for classified, confidential, and building administrative staff (using the procedure for certified positions described above).

Article 9 – Employee Evaluation

A. Job Descriptions

The FREA developed an evaluation process with school administrators which includes job descriptions and performance standards, as mandated in ORS 342.850 and 342.856. Changes to the evaluation procedure will be made by mutual consent.

B. Written Evaluations

The performance of all employees shall be evaluated in writing by administrative-licensed personnel. Probationary employees shall be evaluated at least two (2) times prior to January 30th of each year. All contract employees will be formally evaluated at least once every two (2) years. These evaluation reports should be submitted to the District Office by June 30 of the evaluation year. The criteria and process for evaluation shall be clearly defined by the building principal at the beginning of the school year. The evaluation process shall include the necessary instruments to complete the evaluation form.

C. Results of Evaluations

Employees will have the opportunity to discuss the results of the evaluator's observations with their immediate supervisor. Copies of all written reports on an employee's classroom performance observations will be given to the employee. The employee shall sign the evaluator's copy to acknowledge receipt of their own copy. An employee may attach a rebuttal to any observations or reports.

D. Program of Assistance for Improvement.

1. A Program of Assistance for Improvement is a written specific plan developed by the District, with Association assistance, that:
 - a. Assists an employee to adapt and improve to meet changing demands of the profession;
 - b. Identifies specific deficiencies in the employee's conduct or performance;
 - c. Sets forth corrective steps the employee may pursue to overcome or correct the deficiencies;
 - d. Establishes the assessment techniques by which the District will measure and determine whether the employee has sufficiently corrected the deficiencies to meet District standards;
 - e. Identifies the assistance to be provided by the District;
 - f. Establishes the timeline for improvement;
 - g. Identifies what will occur if the plan is or is not met.

Note: Programs of Assistance are not required for probationary employees.

2. A contract employee shall be entitled to a Program of Assistance for Improvement if the District does not extend the employee's contract by March 15 of the first year of his or her contract.

The employee will be informed that the Association is a resource that may be accessed during the development of the Program of Assistance for Improvement.

- E. No employee will be evaluated, nor will any Program of Assistance for Improvement be required, for subject-area deficiencies identified in an area for which the employee is not licensed.
- F. **Peer Assistance.**
 - 1. The District will offer peer assistance to any employee it determines has a deficiency specified in ORS 342.865(1)(a), (d), (g), or (h). The District may also offer peer assistance under any other circumstances it deems appropriate.
 - 2. The District and the employee shall mutually select the person(s) or agency who will provide the assistance.
 - 3. Participation in peer assistance is voluntary.
 - 4. No witness or document relating to, or arising from, peer assistance will be used for any purpose, unless the employee and the District mutually agree to its use.
- G. **Informal Evaluations.**

Employees may be evaluated informally at any time. They will be provided copies of any observation notes. In addition, an employee may request a conference with the administrator following an observation.

Article 10 – Reduction In Force

- A. **Layoff**
 - 1. Employees shall be laid off or reduced pursuant to ORS 342.934 from the available properly licensed pool. Staff members to be retained shall be selected based on the District’s strict adherence to the following criteria in the specified order:
 - a. **Licensure.** Employees retained shall be properly licensed for the position;
 - b. **Seniority.** Shall be defined as the employee’s total length of continuous service in the District in a licensed bargaining unit position. Seniority will be computed and will accrue based on the first day of actual service with the School District. Prior to September 15th of each year, the District will hold drawings for all new employees who have the same hire dates. The drawings will be scheduled in advance and employees may have a representative draw for them if they are not able to attend. The drawing shall be done by the individual employees or their designated representatives. The result of this drawing will establish the permanent seniority list for all current employees. A copy of the seniority list will be shared with FREA. Present employees on the recall list who are recalled to work will be placed on the seniority list as the least senior of the group hired the same year the employee last began District employment before layoff. Seniority shall continue to accrue during employee leaves. Authorized leaves of absence shall not be considered a “break” in employment continuity.
 - c. **Competence** is defined as the ability to teach a specific subject or grade level

(elementary [K-5], middle [6-8], or high school [9-12]) based on recent teaching experience related to that subject or grade level within the last five years, educational attainments, or both-- not solely on having a teaching license. However, if an employee is already licensed in a particular area, subject, or endorsement at the time of a layoff, the District will also consider the employee's willingness to pursue additional training and education equivalent to nine (9) credits hours when determining competence. The nine (9) credit hours must be agreed upon by both parties.

2. When it becomes necessary to lay off or reduce the assignment for an employee, the District shall give written notice to both the employee and the Association as early as possible, but will provide at least thirty (30) calendar days' notice prior to layoff. If a laid off employee makes a request, the Superintendent or his/her representative shall meet to discuss the layoff within five (5) calendar days of the request.
3. Given written notice by the Association, the District shall demonstrate the employee being laid off has been laid off pursuant to the terms of this Agreement.
4. The District shall extend coverage under its insurance program provided for in Article 17 (Insurance) for the employees who are laid off. The District shall pay the cost of such premiums during the first three months following layoff. Coverage may be continued, as stipulated by current law, by the employee for the balance of the layoff at the employee's expense. Employees who accept other employment shall not be eligible for the extension of group insurance coverage.

B. Recall

1. Laid off employees shall be recalled to vacant positions as defined in Article 8, Section D, for which they are properly licensed on the basis of the criteria outlined in Section A, above. All benefits to which the employee is entitled shall be restored to the employee upon recall. The District shall, upon written notice by the Association, demonstrate that it has complied with the intent of this paragraph.
2. Employees on layoff shall have recall rights for twenty-seven (27) months from the day layoff took effect.
3. Notice of recall shall be sent via certified mail to the last address given to the District Office by the employee. An employee shall have ten (10) calendar days from the date the notice of recall was received to notify the District of intent to return. Failure to notify the District of intent to return to work within these time limits shall be considered a resignation by the employee. He/she must thereafter report on the starting date specified by the District or lose all recall rights, providing that this is not fewer than fourteen (14) calendar days from the date the notice of recall was received. In the event a laid off employee is recalled when he/she is employed by another District, he/she shall return to work no later than the sixty-first (61st) day after notifying the District of their intent to return to work.

C. Appeal Procedure

Any "appeal" from the Board's decision on layoff or recall, pursuant to this Article, shall be by means of expedited Arbitration, as follows:

1. The Association shall have ten (10) days from the time the employee received written

notice of layoff to request expedited Arbitration. This request shall be in writing.

2. The Association and the District shall then have ten (10) days to select an arbitrator. If they fail to do so, the Association and the District shall request that ERB appoint an arbitrator who can hear the case within one (1) calendar month.
3. The decision of the Arbitrator shall be final and binding upon all interested parties, as long as the Arbitrator's decision is within its jurisdiction. The Arbitrator is authorized to reverse the layoff or recall decision made by the District if any of the following apply:
 - a. exceeded its jurisdiction;
 - b. failed to follow the procedure applicable to the matter before it;
 - c. made a finding or order not supported by substantial evidence in the whole record;
 - d. improperly construed the applicable law.

D. Temporary employees in the bargaining unit are not covered by this Article and therefore, have no reduction-in-force rights or insurance benefits pursuant to this Article when the District conducts a layoff.

Article 11 – Calendar/Work Week

A. School Calendar

1. The school work calendar shall consist of 190 days for all employees. There shall be a maximum of 178 student contact days. A minimum of five (5) full, uninterrupted Work days will be provided, including one (1) at the end of each nine-week grading period and one (1) at the beginning of the school year. The District will schedule three (3) inservice days during the school year. On days that are dedicated for teachers to have uninterrupted time (grading days and work sample days), the administration can hold up to a thirty (30) minute required meeting with staff. The option to work from home will be available for teachers on the four (4) grading days that occur at the end of each grading period if they:
 - Notify the building principal,
 - Have grades submitted,
 - Remain available by phone during work hours,
 - And attend any required meetings virtually.

This work from home provision shall expire on June 30, 2028, and will be considered again, after review.

- a. When building-wide parent-guardian/teacher conferences are scheduled to extend beyond an eight (8) hour day, the employee work week shall be proportionately reduced.
 - b. In the event of a trimester grading schedule, the fifth workday shall be scheduled by the District after soliciting input from impacted employees.
2. Four (4) paid holidays shall be included in the contract year.
 3. Employee attendance shall not be required whenever student attendance is not required

due to inclement weather. Student contact make-up days may be rescheduled by School Board action only if the number of student contact days falls below 175. If the District decides to reschedule student contact days, employees shall not receive any additional compensation.

4. As a condition of employment during the term of this Agreement, employees will attend all professional development planned in the school calendar or otherwise agreed upon by the administration and employees.
5. The District agrees to pay, if approved in advance, expenses incurred by employees in fulfillment of Section A.4 above. Such expenses will include registration fees and travel out of the District. Persons living in the Eugene city limits will not be paid for travel within the Eugene city limits.
6. The District will convene a calendar committee as an advisory committee to the School Board each year. The District will present a proposed draft calendar to the committee for the upcoming year prior to February 15th. The committee members will deliberate, solicit feedback and offer recommendations to the District prior to March 15th. Membership on the committee shall include two secondary bargaining unit members and two primary bargaining unit members selected by the Association. The District may add other constituent representation to the committee, so long as the bargaining unit maintains at least 1/3 of the committee.

B. Work Week

1. The basic work week for employees shall be forty (40) hours, including a minimum thirty (30) minute daily duty-free lunch period. Daily starting and dismissal times for students, which may vary from school to school, shall be determined by the District. The District requires that employees be at school at least one-half hour before school starts and remain at least one-half hour after students have been dismissed. Employees should be available to students unless both parties mutually decide otherwise. These time frames may be varied by five minutes either before or after school, so long as the total combined times comprise at least one hour.
2. Compensatory time on a one-for-one basis shall be made available to any employee as mandated by District, state, or federal laws to work or attend meetings beyond the 40-hour week.
3. Staff meetings shall be scheduled and notification given to staff at least twenty-four (24) hours in advance, except in emergencies that warrant an unscheduled staff meeting. All scheduled staff meetings shall comply with contractual restrictions, including elementary prep time.
4. Employees shall be free to leave the building during their scheduled duty-free lunch period. An employee who has school business to conduct is free to leave the building during normal working hours with administrative approval. For non-school purposes, employees will be allowed to leave the building with prior administrative approval.

C. Preparation Time

All employees shall be provided with uninterrupted preparation time during the workday, which shall not be divided into more than two segments. Preparation time shall not be used for travel between work sites. Elementary and secondary employees shall receive a minimum of 50

minutes of preparation time during the workday. The District will not assign any duties or activities to certified employees during these fifty (50) minutes of each workday, except as agreed upon by the teacher.

Elementary employees will be given twenty-five (25) minutes of the required fifty (50) minutes preparation time during the student contact day.

Article 12 – Work Load

A. Class Loads

The District is committed to ensuring all students are placed in learning environments supporting their academic growth and well-being. In alignment with this commitment, certified teachers will collaborate with the administration and each other to ensure equitable student placement across all classrooms, considering factors such as gender, special education (SpEd) needs, talented and gifted (TAG) students, students with challenging behaviors, and varying academic levels (low, medium, high). This approach aims to balance the needs of all students, fostering an inclusive and supportive learning environment that promotes success for every child. The collaborative process will allow thoughtful, data-informed decisions to distribute workloads and support diverse student populations equitably while focusing on individualized instructional strategies and inclusive practices.

At the elementary level, adjustments may be needed once students are placed in classes. The administrator will collaborate with grade-level teachers whenever possible to ensure the best balance for student needs. If a new student arrives during the year, the administrator will again work closely with the grade-level teacher(s) to assess the appropriate placement. It is understood that while collaborative input from teachers is valued, the principal will make the final determination regarding any changes to class composition. This process ensures that each classroom continues to provide a supportive, effective learning environment for all students.

The Association acknowledges that the District may not be able to control all of the factors that influence class size, particularly the number of available classrooms and the number of students.

1. The District will strive to adhere to policy IHB-AR - Class Size Enrollment, recognizing that these class sizes are guidelines:
 - K-2: up to 24 students per class
 - 3-5: up to 28 students per class
 - 6-12: up to 30 students per class

When classes exceed the guidelines identified above, a request may be made to the administrator for additional support (which could include, but not limited to, additional Instructional Assistant time, additional prep time, grading/copying help, etc.). The member shall communicate and consult with FREA leadership before requesting additional support. The administrator will consider reallocating existing resources and time.

The certified teacher may seek support different from what has been offered by making a request to the Superintendent. Appeals to the Superintendent's decision may be made to the School Board. The appeal must:

- Identify the problem,
- explain why the offered solutions do not meet student and teacher needs, and

- identify a remedy.
2. K-5 grade level teachers who are assigned blended classrooms will be compensated \$750 payable half in January and the remaining half in June.
- B. Job Sharing**
1. Job sharing is defined as two individual employees voluntarily fulfilling the obligations of a full-time position.
 2. The District agrees to consider all job-sharing proposals. All job-sharing positions will be evaluated yearly.
 3. If the District rejects a job-sharing proposal, the applicant will be given the reasons in writing within fourteen (14) working days. The applicant may appeal the decision up to and including a Board hearing. The Board's decision is final.

C. Special Education Workload

Special education teachers, Speech-Language Pathologists (SLPs), Behavior Specialists, Title, and ELL/ELD teachers will not be required to participate in parent-teacher-conferences in lieu of additional compensation or exchange time, for time spent on writing IEPs and meeting with parents/guardians. In rare instances where attendance is necessary, exchange time can be pre-approved by the supervisor. Efforts will be made to schedule conferences that require attendance by the special education teacher within the same four-hour time frame. If attendance at conferences is required, exchange time will be awarded in four-hour blocks.

Itinerant staff working at both elementary and secondary will follow the elementary conference calendar. Itinerant staff working at elementary only will follow the elementary conference calendar. Itinerant staff working at secondary only will follow the secondary conference calendar.

For elementary teachers, in addition to the planning days and preparation periods provided by the Contract, elementary special education teachers shall be entitled to schedule an additional thirty (30) minutes preparation time during their workday.

For secondary teachers, in addition to the planning days and preparation periods provided by the Contract, secondary special education teachers will schedule the equivalent of an additional half preparation period throughout the school year.

D. Non-Instructional Duties

When assigning non-instructional duties that are not part of the duties of a licensed position, the District shall distribute time equitably among licensed employees.

Article 13 – Instruction

A. Student Discipline

1. An appropriate Student Conduct Code shall be cooperatively developed by the Administration and faculty for each school building. Upon approval by the Principal, the proposed Conduct Code shall be presented to the faculty for review prior to its implementation. The administration and faculty shall review the Conduct Code annually.

2. Employees can temporarily remove seriously disruptive students from their classroom or worksite. Before a removed student is readmitted, teachers may request to discuss the incident with the appropriate administrator or designee if they believe it is necessary.

Following this, and with mutual agreement between the employee and administrator, a conference may be held with the employee, administrator, student, and parents/guardians to establish future behavioral expectations. If the parents/guardians are contacted but decline to attend, the conference may proceed without them.

A seriously disruptive student is unmanageable and/or threatens the employee's or other students' safety. The principal or other district administrator makes the final decision regarding the student's return to class.

3. Employees (teachers, administrators, and support staff) are expected to maintain order and safe conditions in their respective areas of instruction responsibility. Failure to exercise proper leadership control and take measures to eliminate hazards may be considered as a proper matter for corrective disciplinary action by the District.
4. Behavior support systems and student parent/guardian handbook language will be reviewed at least annually by administration and staff. Recommendations of change will be considered by a team of administration and staff. Both teachers and administrators are charged with understanding, adhering to, and following all building practices that are identified as behavior support systems and student handbook language.

B. Evaluation of Students

The employee has the responsibility to determine grades and provide other evaluative information for students. All grades and evaluations shall be consistent with the District's grading policy. No changes in grades or evaluations shall be made without consulting and obtaining the approval of the employee who assigned the grade, unless the employee cannot substantiate a grade or has left the District and cannot be reached. The grade may be changed by Board action. Subject to the student's right of due process, no grade changes will be made after one year has elapsed from the time the grade was assigned.

C. Leadership Teams

1. The District may establish School Improvement, Professional Development, Site-Based Decision-Making, other Leadership Councils or similar teams as required or authorized by applicable state laws, regulations, or District policies, including but not limited to those related to educational improvement, staff development, curriculum enhancement, or leadership development.
2. No site program shall violate any District policy, violate any provision of the Master Agreement, or establish past practice without the approval of the District and the Association.
3. When an employee participates in such programs that require their attendance beyond the normal workday and/or calendar, the employee shall receive exchange time.
4. The Association will be provided with copies of agendas and minutes upon request.

D. Distance Learning

"Distance learning" technologies and programs can offer expanded educational opportunities to

the District's students. The District and the Association agree that:

1. The District will assign a bargaining unit member as supervisor/facilitator for any in-district course curriculum, which must be delivered by a licensed or otherwise certified instructor (may be non-TSPC certified).
2. Students enrolled in a District-sponsored Alternative Education Program may register for District-Approved computer assisted programs as prescribed in their respective Personal Education Plan (PEP), and the course of study will be supervised by an ODE/TSPC qualified instructor.
3. Teachers who are assigned to supervise a District distance learning course will comply with TSPC direction and/or regulations.
4. No District teacher will be terminated or laid off as a result of the District's utilization of a distance learning program provided there is a TSPC highly qualified teacher licensed to teach the content presented in the distance learning program on staff at the time of adoption of the distance learning program.
5. During the dates that this Agreement is in force, no teacher will be terminated (unless for cause) or laid off if the District should utilize distance learning provided there are sufficient teachers on staff who hold TSPC highly qualified status in the distance learning course content.
6. Prior to assigning a teacher to teach simultaneously virtually and in-person, the District will meet with the teacher and the Association to discuss the circumstances necessitating such a move. The teacher will have the final authority to accept the change or not. This is only for changes in assignments in regards to simultaneous virtual/in-person teaching that have occurred after the requirements outlined in Article 8.A.

Article 14 – Professional Development

A. Professional Development Fund

1. The District shall provide an Annual Professional Development Fund equivalent to \$250 per FTE, per year. The FTE from the current fiscal year adopted budget will be used for calculation purposes. These funds will be used to support District-wide training and unit members' professional development training.
2. One half of this amount shall be used to pay for reasonable expenses related to unit members' attendance at conferences, seminars, and/or other educational programs, including but not limited to, National Board Certification, TSPC Teacher Leader license, and related expenses. The FREA President or designee coordinator shall administer this portion and serve as a liaison between the FREA executive committee and the District. FREA will establish a fair and equitable application and review process in consultation with the District. FREA will approve allocation of funds for appropriate reimbursement for individual professional development and will receive approval from the District to make the payment. The coordinator will be paid from FREA's portion at the rate of Column A, Step 6 on the Co-curricular Instruction Salary Schedule.
3. The other half of this fund shall be set aside to support the District-wide training for bargaining unit members. Classified employees and administrators may participate in

these programs should they want to attend, with additional costs paid from different sources. Monies from this portion of the fund not committed by March 15 may be added to the amount available for reimbursement, as stated above.

B. CPD Plans

1. Employees shall decide whether or not to participate in a District Plan or an Individual Plan.
2. An employee has the right to request a Continuing Professional Development (CPD) Advisor with the approval of his/her supervisor. The function of the Plan Advisor will be to:
 - a. Assist in the development of the Plan design and proposed modifications; and
 - b. Ensure compliance with the Plan and verify that the employee participated and/or completed Plan activities.
3. Disagreements regarding the completion of Professional Development Units will be handled in accordance with the TSPC rules and regulations.

C. New Employee Support

1. In considering retention and an attractive work option, the District will:
 - a. Provide first-year teachers with a 193-day contract to learn District and building-level systems and protocols as well as other District-directed activities. The additional days will be paid at the per diem rate.
 - b. Engage teachers that are new to FRSD in a voluntary district mentor program, which will be designed with FREA input.

Article 15 – School Reform

A. Purpose

Acknowledging the sweeping changes in public education initiated in the last decade throughout Oregon and the United States, the following guidelines are necessary to implement reforms in a fashion that best meets student needs.

B. Training

When the District requires the employee to assume new responsibilities, the employee may request a meeting with his/her administrator and discuss what assistance the District may be able to provide.

C. Materials

When the District requires the implementation of new instructional materials, the District will provide the materials as soon as possible.

D. Other Responsibilities

The District will set aside three (3) full days at the elementary level of the current training days for the purpose of scoring and creating benchmark activities, portfolio management and assessment, and scoring and creating work samples. At the secondary level, two full days will be set aside for the above listed activities. In exchange for having one less day for these activities at

the secondary level, building principals will designate three (3) Early Release Wednesdays, in conjunction with building staff, as dedicated time for staff to have uninterrupted work time. These portfolio/work sample days shall be determined by consensus of the calendar committee.

Article 16 – Compensation

A. Salary

1. Salary Schedule

The compensation schedules for 2025-2028 and the related indices are attached to this Agreement as Appendices A, B, and C and, by this reference, incorporated herein.

For the 2025-2026 contract year, the District shall increase the 2024-2025 salary schedule at the base salary (BA Step 1) by 4.00%.

For the 2026-2027 contract year, the District shall increase the 2025-2026 salary schedule at the base salary (BA Step 1) by 3.50%.

For the 2027-2028 contract year, the District shall increase the 2026-2027 salary schedule at the base salary (BA Step 1) by 3.25%.

2. Salary Placement

An employee new to the District will be placed on the Salary Schedule using the following criteria:

a. Step Placement

New employees shall receive full credit for teaching experience in public or private schools for each year that the employee taught a minimum of one-hundred thirty-five (135) student contact days as a licensed teacher. The Superintendent may also consider licensed administrative experience when determining step placement for teachers. The Superintendent may consider private sector work experience for step placement for CTE licensed teachers.

b. Column Placement

New employees shall receive full credit for coursework that meets the following criteria:

- Successfully completed (grade C or pass) graduate credits received after receipt of a degree necessary to obtain a teaching license; and credits must be relevant to the employee's assignment or current endorsement area(s).

c. College Experience

- New employees with college teaching experience shall receive one year of full credit (a step placement) in an accredited public or private college or university for every two years in which the employee was a full-time faculty member for a minimum of one-hundred thirty-five (135) full-time equivalent calendar days per year. The Superintendent has the discretion to interpret work experience and may adjust the standard 1:2 ratio based on factors such as the number of days worked and its relevance to a full-time teaching position.

d. School Psychologist

- School Psychologist program students who have not yet completed a Master’s Degree shall be placed at MA on the Licensed Employee Salary Schedule, with subsequent movement up to MA+45 as they acquire appropriate additional credits in accordance with Article 16.A.3.b Column Advancement
- School Psychologists with a Master’s Degree, working on National Certification shall be placed at MA+45 on the Licensed Employee Salary Schedule.
- School Psychologists with a Master’s Degree and a National Certification shall be placed at MA+45 on the Licensed Employee Salary Schedule, and will receive additional salary in the amount of 5% of the Employee Salary, plus the attendant PERS and FICA benefits. This additional amount is in recognition of the work required to achieve national certification, including attending conferences, professional development, etc., and to support maintenance of the certification annually by completing required hours and processes.
- The District may consider step placement beyond the initial step 1, depending on private sector work experience.
- Once the employee has accepted a position with the district and started working, the step and column placement will not be considered without accomplishing the circumstances described above.
- The District may add additional days to the employee Work Calendar, up to five (5) days annually by agreement in the initial hiring process, and up to five (5) additional days by agreement between the District and the employee at a later date (i.e., the employee could have up to ten (10) days added to their work calendar without a TOSA agreement).
- A professional development account in the amount of \$1000 shall be set aside from the district portion of the Annual Professional Development Fund, as indicated in Article 14.A.3 of the Collective Bargaining Agreement, for needed or requested training specific to maintaining national certification. If more funding is needed, the employee is expected to cover the cost using their additional salary, as indicated above.
- In the event that a School Psychologist “3rd year intern” is placed/acquired in Fern Ridge, a compensation package will be discussed and offered with FREA’s prior approval.

3. Salary Advancement

a. Step Advancement

Effective July 1 of each year, all certified employees, (including temporary employees continuing employment for another year), except those on the bottom step of each column, shall receive a step increase, provided that the employee has completed one-hundred thirty-five (135) days of service (including paid leave) in the District.

b. Column Advancement

Employees who earn a credit level necessary to advance horizontally shall advance to the appropriate column, provided the credits are approved in advance by the District and meet one of the following criteria:

- Successfully completed (grade C or pass) graduate credits which are relevant to the employee’s assignment, current endorsement areas, or licensure renewal plan; and

- Approved in advance by the District for credits that meet different criteria (e.g., getting a different subject area endorsement).
- With the increase in proficiency-based or unguided virtual programs that issue graduate level credit, when a request for credit is submitted, it will be reviewed by the District to ensure it meets typical graduate-level workload requirements. When in question, a ratio of acceptable credits will be agreed upon for the particular course between FREA and the District.

Employees must submit transcripts to the District no later than December 31st to verify this new credit level. Transcripts must be received on or before the last day of the month in order to be reflected in the following pay period. For example, if transcripts are received and verified on 12/5, the salary adjustment will start the following pay period 12/7 and will be reflected on the January paycheck. Transcripts received between January 1st and August 31st will be processed and salary will be recalculated effective September payroll.

The parties recognize that a regular point of contention occurs when employees assume that coursework that is part of a teaching program is automatically pre-approved in circumstances where:

- The District determines the employee completed coursework required for initial or continued licensure and part of an accredited teacher program, and
- The teacher failed to secure advanced approval for the credits.

The district will allow column advancement, if applicable, in the next contract year after receiving verification of credits. However, the employee will remain in the same column level in that year. For column advancement to occur in the above described situation (not pre-approved but part of a teacher licensure program), verification of credits must occur during the pay period prior to receiving their first check of the year. For returning employees, the end of the first pay period is September 6th.

B. **PERS Employee Contributions**

1. The District shall continue to pay, as permitted by ORS 238.205 and 238A.335, the six percent (6%) employee contribution to the Public Employee Retirement System for all unit members who are eligible pursuant to ORS 238.015 and 238A.100. Such payment of employee contributions to the System shall continue for the life of this Contract. Payment of the employee contribution shall also be applicable to unit members who first began to participate in PERS on, and after, September 1, 1979. If employer payments of employee contributions are prohibited as a result of legislative or court action, the value of the employee contribution (6%) shall be added to the salary schedule.
2. The full amount of required employee contributions assumed or paid by the District on behalf of employees, pursuant to this Agreement, shall be considered as salary within the meaning of ORS 238.005 (26) and 238A.005 (17) for the purposes of computing an employee member's "final average salary" within the meaning of ORS 238.005 (9) and 238A.130, but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 238.200 and 238A.330. Such employee contributions shall be credited to employee accounts,

pursuant to ORS 238.205 (4) and 238A.350 (3) and shall be considered to be employee contributions for the purposes of ORS 238.200 to 238.215 and 238A.330 to 238A.335.

C. Payment

Each employee shall have the option of receiving his/her salary in ten (10) or twelve (12) equal payments on the twentieth (20th) day of each month. If the twentieth (20th) day falls on a weekend or on a holiday, payment will be made on the last working day before the twentieth (20) of the month. Employees who opt for the twelve (12) payments have the option to draw on their July and August checks in March or receive their July and August checks with their June check at the end of the teaching year.

D. Extended Contracts

1. Salary for extended contracts shall be 1/190th of the employee's contracted salary times the number of days contracted when an employee is performing an extension of normal contract duties (employees teaching students, media specialists working in the library, etc.), based on an 8-hour day.
2. Extended contracts for curriculum, staff development, and Driver's Education shall be reimbursed at the rate of 1/190th of the BA starting base salary, based on an 8-hour day.
3. Extended contracts for special projects not mentioned above will be negotiated between the individual and the District, with FREA review.
4. Extended contracts, along with their corresponding compensation, are valid for a one-year term.

E. Reimbursement

Expenses for previously approved meetings will be reimbursed by the District according to District Policy.

F. Payroll Deductions

1. Upon receipt of written authorization from any employee, provided a minimum of five (5) employees request such deductions to a specific company or organization, the District will provide any or all of the payroll deductions, as follows:
 - Group insurance (health, accident, disability, or life);
 - Tax sheltered annuities e.g. (403(b), Roth IRA);
 - Regular monthly OEA, NEA, and local dues;
 - SELCO Credit Union deductions;
 - EE Bonds.
2. Voluntary deductions from checks will be forwarded to the recipient at the time of deduction.
3. For those employees who have selected a plan prior to July 1, 1998, the minimum of five (5) participants shall not apply.
4. The Association agrees to hold the District harmless against any and all claims, suits, orders, or judgments brought against the District as a result of the District's compliance with this Article. However, the District agrees to correct any District errors within thirty (30) days of notice and verification of an error.

5. Subsection #1, above, is subject to the following limitation:
 - The addition of insurance programs and carriers requires District approval.

G. Co-curricular Activities

1. **Approved Activities**

The District agrees to post, in the usual and customary manner, all openings for extra duty assignments. The District will also make every reasonable attempt to notify employees of their renewal or non-renewal for a co-curricular activity position by June 30 of the current school year.

2. **Salary**

It is preferred that employee participation in activities listed on the Co-curricular Instruction Code, Appendix C, which extend beyond the regular scheduled class day, be voluntary. However, if no qualified and currently employed member of the Bargaining Unit agrees to perform the service, then the District may contract with non-members of the Bargaining Unit to perform the service. The District will determine the appropriate amount of compensation if it decides to have non-bargaining unit members perform co-curricular functions. No bargaining unit member will be paid less than a non-bargaining unit member with the same relevant experience in that sport and age group in question.

3. **Addition of Co-curricular Activities**

The initial placement or modification of any extra-duty pay positions or categories not listed in the Co-Curricular Instruction Code (Appendix C) shall be subject to negotiation and agreement between the Association and the District upon the Association's request. The District has the right to make temporary assignments until a new agreement is negotiated. The District will negotiate the placements or changes on a case by case basis. The District will use the recommended rating criteria developed by the Association for Co-Curricular positions as the basis for negotiating.

4. Extra-duty contracts, along with their corresponding compensation, are issued for a one-year term and are subject to annual renewal.

5. Coaches listed on the extra duty schedule who are involved in Oregon School Association (OSAA) or other state competition beyond the regularly scheduled district-level competition, not including league playoff or state play-in games, shall receive the following additional compensation:

Head Coaches: 4% of base extra duty pay per week:

Asst. Coaches: 4% of base extra duty pay per week:

Season extension: 1-7 Days = 4%

8-14 Days=8%

15-21 Days=12%

22-28 Days = 16%

28 Days + = 20%

6. The District, in consultation with the head coach, will determine the number of assistant coaches eligible for extended pay. The pay for these coaches ceases upon elimination of the team or last individual from competition. This does not include Cheer, Band or Choir.
7. The high school band director and cheerleading adviser will be compensated for the days their groups are either required to perform, or request to perform and are approved, in support of any postseason competition, including league playoffs and State play-in games, at the rate of \$250.00 per game.

H. **Extra-Duty Pay**

1. The District will pay employees \$25.00 per event. A single event is defined as a single basketball or other sporting event.
2. High school games with both junior varsity and varsity events will be defined as double events.
3. Middle School events are defined as single events unless they are longer than 3-½ (3.5) hours.
4. Rooter buses will be a single event if under four (4) hours and double events if longer than four (4) hours.
5. Every May, a committee of employees and administrators will update guidelines for extra duty compensation and responsibilities.
6. The District retains the right to assign extra-duty events to individuals who are not members of the bargaining unit. The District will determine the appropriate amount of compensation if it decides to have non-bargaining unit members perform extra-duty events. No bargaining unit member will be paid less than a non-bargaining unit member being paid for the same job and/or event.

I. **Compensatory and Exchange Time**

1. Compensatory time is defined as time spent outside the workday, in which the employee will be financially compensated. Compensatory time is earned by a teacher that is required to supervise, instruct students, or attend mandatory meetings during their prep time or outside the contracted 8-hour workday. It must be pre-approved by the Superintendent and an administrator, and accrues on a one-for-one basis. Depending on the type of duties, the employee will be paid at the curriculum rate (other duties), or their per diem rate (academic instruction).
 - a. **Compensatory time for substituting in grades K-5 (elementary):** Certified staff (e.g. teachers, counselors, behavior specialists) may be required to cover/sub for a classroom teacher who is absent without a substitute, without compensation, once per school year. Whether the coverage is for one hour, or the entire student contact day, it can only occur once per school year without compensation. On the second (2nd) occurrence, the employee will be paid hour for hour of student contact time at the District's substitute rate. Staff covering split classes (i.e. students from a classroom are split up and go to other teacher's rooms) due to a teacher's absence, when no substitute is available, may be

required to take on additional students once per school year. On the second (2nd) occurrence, staff will receive \$100 for a full day (3.5 hours or greater) and \$50 for a half day (fewer than 3.5 hours).

- b. **Compensatory time for substituting in grades 6-12 (secondary):** No certified employee will be required to substitute more than twice per semester during their prep time without equal compensatory time at their per diem rate.
2. Exchange time is defined as time spent voluntarily in meetings and activities that are pre-approved by a supervising administrator. Exchange time may only be used during work hours when no substitute is needed.

Under the exchange system, a teacher shall receive exchange time on a one-for-one basis for time spent in meetings and assigned activities such as IEP's, ongoing committees, and designated after-school evening events. Annual administrative approval may apply. The teacher will obtain prior administrator approval before using exchange time. If exchange time use is not approved, administrators will inform employees in writing. Employees are permitted to accrue a deficit of exchange time at any point during the year. However, this deficit must be made up by the end of the contract year. Accumulated exchange time shall expire at the end of the contract year.
 3. In place of compensatory time, teachers may choose exchange time instead by notifying their supervisor. Exchange time must be taken in accordance with 16.I.2 of the CBA.
 4. Tracking and payment: Each building administrator will establish a tracking system in cooperation with the business office. It will be shared with the business office when compensation is warranted. Payouts for compensatory time occur in February and June and must meet the payroll deadlines. Late submissions will be included in the final June payroll.
 5. Volunteer Coverage: When teachers voluntarily cover for a colleague (e.g., peer requests or coaching coverage), they must notify the administrator for approval. Only exchange time is granted and it does not count toward the limit of administrator-assigned semester coverage.

Article 17 – Insurance

A. Medical Benefits

The District shall contribute funds and coordinate efforts toward the purchase of group insurance premiums for each employee up to full family major medical, dental, vision, \$50,000 term life insurance, and long-term disability at the same, or higher, benefit levels effective on October 1, 1998. All group insurance coverages shall be in effect for twelve (12) months.

In 2025-26, the District's maximum contribution for the above mentioned insurance benefits will be \$1,925.00 per employee, per month.

In 2026-27, the District's maximum contribution for the above mentioned insurance benefits will be \$1,975.00 per employee, per month.

In 2027-28, the District's maximum contribution for the above mentioned insurance benefits will

be \$2,050.00 per employee, per month.

B. Eligibility

1. Employees who work less than 0.50 full time equivalency (FTE) are not eligible for medical benefits.
2. Employees who are 0.50 FTE or more will be eligible to receive the following insurance benefits paid by the District, up to the dollar cap:
 - a. **Employee Only.** For employees who work at least 0.50 FTE but less than 0.75 FTE.
 - b. **Full Family.** For employees who work at 0.75 FTE or more.

Eligible employees not receiving Full Family paid benefits may sign up for full family coverage at their own expense, if family members are eligible.
3. For the purpose of calculating FTE for insurance eligibility, 1.00 FTE shall be considered full time, or eight (8) hours per day, including a thirty (30)-minute lunch break.
3. The District is contracting to provide funds toward premium expenses to be used toward the purchase of insurance, not to “provide” the insurance. Therefore, insurance coverage will be provided in accordance with the rules and regulations of the insurance underwriter of the purchased plan.

C. Domestic Partners

Insurance coverage for domestic partners will be subject to the same limitations and conditions applicable to other employees.

Domestic partners of an employee are eligible for coverage under the District insurance plans, if they meet the following criteria:

1. Share a close personal relationship and are responsible for each other’s common welfare.
2. Are each other’s sole domestic partner for a minimum of twelve (12) months prior to enrollment date.
3. Are not married to anyone nor have had another domestic partner enrolled in the health plan within the prior twelve (12) months.
4. Share the same regular and permanent residence, with the current intent to continue doing so indefinitely.
5. Are jointly financially responsible for basic living expenses, defined as the cost of basic food, shelter, and any medical expenses. Domestic partners need not contribute equally or jointly to the cost of these expenses, as long as they agree that both are responsible for the cost. If requested, the domestic partner needs to be able to provide at least three (3) of the following as verification of their joint responsibility (information must be dated to confirm eligibility at time of enrollment):
 - a. joint mortgage or lease;

- b. designation of the domestic partner as primary beneficiary for a life insurance or a retirement contract;
- c. designation of the domestic partner as primary beneficiary in the employee/covered member's will;
- d. durable power of attorney for health care or financial management;
- e. joint ownership of a motor vehicle, a joint checking account, or a joint credit account;
- f. a relationship or cohabitation contract which obligates each of the parties to provide support for the other party.

D. Insurance Committee

- 1. The Fern Ridge Insurance Committee will be a committee of teachers and administrators, selected by their constituent group, including representatives appointed by the Association, that meets together to review common insurance issues and recommends options for the following year. Meetings of the full insurance committee will be "open meetings."
- 2. The Committee will select the insurance carrier(s) and agree on plans for their constituent groups by consensus, subject to the mutual agreement of the parties. Consensus will be defined as all parties can live with the final decision. It does not mean unanimous agreement. Insurance coverage will be provided in accordance with the rules and regulations of the insurance underwriter.
- 3. The Committee may choose to have long-term disability (LTD) premiums self-paid by employees.
- 4. The Committee may choose to offer a Health Savings Account (HSA) or Health Reimbursement Account (HRA) eligible high deductible plan. In the event that the total monthly premium for insurance benefits (as defined in Section A, 1. above) falls below the District's maximum contribution, the difference shall be contributed to an HSA or HRA, if the employee so chooses, up to the maximum annual contribution allowed by law. The District shall retain the right to choose the financial institution(s) that receives HSA or HRA contributions.

E. Section 125 Plans

- 1. The District shall make a Section 125 plan available to employees.
- 2. A Flexible Spending Account (FSA) plan shall be made available through the District's contract with a Section 125 Administrator of its choosing. The District and participating employees will follow the Administrator's guidelines and protocols associated with the FSA. The District is to pay the set-up fee and any monthly maintenance fee. Participating employees are to pay any monthly participation fee as specified by the Administrator through a payroll deduction.

F. Wellness Commitment to Well-being:

The Fern Ridge School District is committed to promoting the health and well-being of all staff and students. The District will support staff efforts to maintain a comprehensive representative

Wellness Program that supports holistic wellness (e.g., physical, social/emotional, and financial) through inclusive, equitable, and evidence-based initiatives. These efforts are integrated into district operations and supported through ongoing staff input, ensuring a work environment conducive to professional effectiveness and student success.

Article 18 – Retirement

A. Retirement Compensation Program “A”

1. Effective October 1, 2002, the District implemented a new form of additional compensation in which funds are invested into an individual 403(b) Plan of the employee’s choice. This program was made available to contract employees not eligible for Early Retirement under the Supplemental Early Retirement Incentive (ERI) Agreement, as well as to contract employees who opted for this program in lieu of Early Retirement benefits outlined in the ERI Agreement.
2. Contract employees eligible for Early Retirement (under the Supplemental ERI Agreement) could opt into the 403(b) Retirement Compensation Program, in lieu of Early Retirement (benefits under the Supplemental ERI Agreement) according to the following:
 - Contract employees who opted in the 403(b) Retirement Compensation Program (outlined in this Article) may not opt back into Early Retirement (in the Supplemental ERI Agreement).

B Retirement Compensation Program “B”

1. Under this program, the District shall contribute \$75.00 per month into the contract employee’s 403(b) account. The employee must contribute a minimum of \$25.00 per month in order to receive the District contribution.
2. Effective July 1, 2025, employees of the District who have completed:
 - fifteen (15) years of continuous service, employees are eligible to receive a District contribution to their 403(b) retirement account in the amount of \$125 monthly. The employee must contribute a minimum of \$50 per month to their 403(b) account in order to receive the additional District contribution.
 - twenty (20) years of continuous service, employees are eligible to receive a District contribution to their 403(b) retirement account in the amount of \$175 monthly. The employee must contribute a minimum of \$75 per month to their 403(b) account in order to receive the additional contribution.

C. Hiring of Retirees

1. The District may elect to hire PERS Chapter 238 Program retirees as temporary employees under the following terms and conditions:
 - Retirees must hold a current Oregon teaching license and any necessary endorsement(s).
 - Retirees from Fern Ridge will be paid at the same column and step placement as earned prior to retirement. Retirees new to the District will be placed on the salary schedule according to Article 16, Section A #2.

- The Fern Ridge retiree continues to work in approximately the same capacity as they had before, or FREA agrees to allow the retiree to return in a new capacity defined by the District subject to the conditions below:
 - The District has the discretion to adjust the calendar and workday hours of the employee;
 - The District will not be required to post a position that is occupied by a continuing retiree;
 - The retiree shall be considered a temporary employee and member of the bargaining unit;
 - No current licensed employee who is not retired shall be involuntarily displaced in their position by a retiree;
 - In the event of contract staff reductions as a result of a funding crisis, retirees shall not maintain seniority.

- Retirees will be granted the use of paid leave, prorated for the period of employment, as outlined in Article 19 of this Agreement. Continuing retirees can carry over accrued sick leave from previous years working as a retiree, as long as there was no break in service.

- Retirees shall not be subject to participation in the PERS retirement system contributions, nor any compensation in lieu of PERS contributions.

- The District shall be subject to PERS system contributions as required by SB 1049 for retired members who have been rehired.

- Retirees will be eligible for all insurance benefits as outlined in Article 17 of this Agreement, including the District’s maximum contribution.

- 2. Once the temporary employment period concludes, the District will open the position for recruitment. The District reserves the right to advertise the temporary position at an earlier time in order to secure the best possible applicants.

- 3. The District has no obligation to monitor the period of employment of a retiree with regards to the limitations set forth in ORS 238.082. Should the limitations be exceeded, the District shall be held harmless.

Article 19 – Paid Leaves

A. Sick Leave

As provided by ORS 332.507.

1. All employees shall be granted ten (10) days sick leave during each school year. Sick leave shall be credited to said employees on the first school day of the fall semester. In the case of employees who begin service after the beginning of the school year, sick leave shall be credited on the first day of active teaching service and shall consist of 10/12th days for each payroll month remaining in the school year. Should an employee fail to fulfill the contract but has used sick leave in excess of the 10/12th day allocation, the unearned days shall be deducted from the employee’s final check before release.

2. An employee who has accumulated sick leave during employment in another Oregon

School District and who was also employed during the preceding year shall, upon verification, be allowed the number of sick leave days so accumulated, except that no more than ten (10) days (maximum) of unused sick leave per year of employment, or the maximum allowed by State law, if less, can be transferred.

3. Upon the administration's request, verification of illness from a licensed physician may be required, along with a medical release to return to work.
4. Sick leave may be used for an employee's personal illness, injury, and the illness and injury of immediate family. The immediate family is confined to the employee's spouse or domestic partner, children, stepchildren, grandchildren, parents, stepparents, grandparents, and siblings, and close in-laws limited to parents, children, and siblings.

B. Personal/Emergency Leaves

1. Full-time and part-time contracted employees of the District shall be granted three (3) unquestioned personal leave days per year. Such leave may be used for any purpose deemed appropriate by the employee and the employee is not required to state the purpose or nature of the leave. The leave shall not be cumulative and shall be compensated at the same rate as the employee would have received had the employee not taken the leave.
2. Whenever it is necessary for a member to be off duty, the building principal must be notified as soon as possible. The building principal has the authority to withhold or cancel personal leave if more than 40% of the licensed staff (or 25% during the first or last two weeks of the school year) in the building are absent on the same day, based on the order in which leave requests are made.
3. Personal leave days will not be granted for periods of less than one-half day.
4. For the years 2025-2028, the district's certified employees will be compensated for any unused personal days within a given school year. The compensation for unused personal days will be calculated at the District's rate of half a day's substitute pay for each whole unused personal day. Unused half personal days will be compensated at a quarter of a day's substitute pay. This payment will be issued after the final contract day and be included in the final payroll for the school year, no later than June 30th. This provision shall expire on June 30, 2028, and will be considered again after looking at the financial impact that resulted.

C. Bereavement Leave

Five (5) days of Bereavement Leave shall be granted at one time, in the event of the death of the employee's immediate family (as defined in Section A. 4 above) or for a member of the employee's immediate household who has been in residence for at least twelve (12) months.

In the case of more than one death occurring at the same time, the employee shall be granted a maximum of eight (8) days.

D. Parental Leave

1. The employee will notify the Principal in writing of a pregnancy, and the Principal will, in turn, notify the Superintendent. The employee will submit, in writing, to the Superintendent the number of days requested for both sick leave and unpaid leave. The

employee will also include the amount of time a spouse or domestic partner is requesting from his/her employer for parental leave.

2. If the estimated duration of parental leave is deemed long enough to disrupt the continuity of the class(es), the employee may be reassigned to another position within the District, if available, that aligns with their training.
3. Employees on maternity leave will not be included in the calculations for extended leave.
4. Leave taken pursuant to this Section that qualifies under the FMLA/OFLA shall count toward the employee's leave allocation and shall meet the District's statutory obligation.
5. FMLA: The District shall adhere to the legal guidelines for parental leave as described in ORS 657B. A member, male or female, may take up to twelve (12) consecutive weeks for parental leave in the event of childbirth or placement of adopted children under eighteen (18) years of age in the home, with any leave used by other parents or guardians reducing the total.

Additional leave time may be mutually agreed upon by the member and the District, and shall be unpaid.

E. Paid Leave Oregon (PLO)

1. The parties agree that the District may provide the required benefits through an equivalent plan offered by a third-party insurer, so long as the contract with the insurer is equivalent to what is required in the law. This agreement is contingent on the State approving the application for the equivalent plan. If the State does not approve the equivalent plan and the District cannot find an equivalent plan that has been approved, it will utilize the state-sponsored plan.
2. The District will provide employees with information regarding PLO online, as required by law, including details regarding the process for applying for and receiving benefits available to employees online.
3. An employee who receives a benefit through PLO may use their accrued sick leave or personal days to make up the difference between their PLO benefits and their per diem hourly rate up to full salary. The employee will notify the District about whether they will use leave to make up the difference. The District shall deduct and apply the necessary accrued sick or personal leave to ensure that the employee receives their per diem hourly rate. The difference between the employee's regular pay and the PLO benefits received from the carrier will be converted to leave on a per diem hourly rate basis and deducted from the employee's paid leave banks. For the purpose of offsetting PLO benefits, the half-day requirement for personal leave in Article 19B will not be applicable.
4. Employees on protected PLO will continue to accrue seniority and benefits, including health and pension benefits, under the same terms and conditions as if they were actively performing their job duties.

F. Jury Duty and Subpoena Leave

If an employee is called for jury duty or is subpoenaed as a witness in a court case, the employee will be entitled to paid leave for the hours of work that are necessarily lost as a result of such service. Fees received by the employee for such service shall be kept by the employee and the employee's salary will be reduced by a like amount. (This does not apply to travel or subsistence expenses.) This entire provision does not apply in any case where the employee or the Association is a complainant in any case against the District.

G. Sabbatical Leave

Sabbatical leaves shall be provided and administered pursuant to the provisions contained in the current sabbatical leave policy for the duration of this Agreement.

H. Any employee obtaining leave benefits by fraud, deceit, or falsified statements shall be subject to disciplinary action.

I. Leave days must be documented upon the employee's return. Upon resuming duty, the employee must sign an absence report specifying the reason for the absence.

J. Request Timelines

1. Employees shall submit leave requests in a timely manner.
2. When possible, planned leaves should be submitted at least seventy-two (72) hours (3 days) prior to the leave being taken. When situations prohibit seventy-two (72) hours of notice being given, employees will submit requests at the earliest opportunity.
3. Failure to do so shall be subject to progressive disciplinary action. Leave requests must be approved by the District according to the parameters of Article 19.

Article 20 – Unpaid Leaves

A. Emergency Leave/Dock Days

1. Any leave requested, other than paid administrative leave at the Superintendent's discretion, or those in the provisions in Article 19 (Paid Leaves), may be granted by the Superintendent at the loss of the employee's per diem rate of salary. Before the leave request is considered for approval, the employee will be required to enter the request into the current employee absence database stating the reason for the reported absence. If unable to do so prior to taking the emergency leave, the employee must verbally obtain authorization from the building principal or Superintendent and must enter the leave into the employee absence database upon return to duty.
2. Non-emergency leave requests for reasons such as extended medical leave, weddings, funerals, a child's college move, or vacations may be submitted but should be rare. Approval is not an employee right. Once personal leave is exhausted, the building administrator may grant up to three (3) unpaid contract days annually. Any additional leave must be approved by the Superintendent.

B. Extended Unpaid Leave of Absence

1. An unpaid leave of absence of up to one (1) year may be granted to an employee for personal reasons under the following conditions:
 - a. The employee must have completed seven (7) consecutive years of employment in the District before applying for such leave;
 - b. After the first LOA has been taken, another will not be granted until the individual has worked an additional six (6) consecutive years in the District;
 - c. Any employee applying for an overseas teaching position may be granted a two-year leave.
2. Leaves of less than one (1) year, but generally no shorter than one (1) semester, are subject to Sections 1.a and 1.b above and may be granted by the Board if a licensed replacement is found.
3. A request for a leave of absence must be submitted in writing to the Superintendent or their designated representative no later than March 15, or at least ninety (90) working days before the requested start date.
4. Employees on such leave must notify the District of their intent to return no later than March 15 of the preceding school year. For leaves shorter than one (1) year, employees must provide notice at least ninety (90) working days before their intended return date.
5. Employees on unpaid leave who have not yet reached the top step of their salary range and who have worked at least one-hundred thirty-five (135) working days in the year their leave was taken will, upon return, advance one step on the salary schedule. Employees on leave will retain accumulated sick leave and seniority; however, they will not be given seniority or sick leave credit for the duration of their LOA. Employees may continue participating in insurance programs if they pay their own premiums.
6. Leave taken under this section that qualifies under FMLA/OFLA/PLO will count toward the employee's leave allocation and fulfill the District's statutory obligation.

Article 21 - General Provisions

A. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, such provision or application shall not be deemed valid, except to the extent permitted by law. However, all other provisions or applications shall remain in full force and effect.

B. Compliance Between Contract and Master Agreement

Any individual contract between the District and an employee covered by this Agreement, executed hereafter, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains a provision inconsistent with this Agreement, this Agreement shall control during its term.

C. **Maintenance of Standards**

The District agrees that no employee covered by this Agreement shall experience a reduction in compensation due to the signing of this Agreement unless such reduction is explicitly stated herein.

D. **Residency**

An employee's residence shall be solely at their discretion, not the District's.

E. **Funding**

The parties recognize that the revenue needed to fund the provisions of this Agreement must be approved by established budget procedures. The Oregon Legislature, the people of the state of Oregon, and local taxpayers all have a role in the process.

This Agreement does not guarantee any level of employment.

F. **Successor Agreement.**

The parties agree to begin collective bargaining for a successor Agreement between December and January 15 of the school year in which this Agreement expires.

G. **School Closure**

If the District closes its schools, no member of the bargaining unit shall be entitled to salary or fringe benefits under this Agreement while schools are closed, except as provided in Article 10 (Reduction in Force).

H. **Modification**

This Agreement may only be modified by mutual agreement, documented in writing, and duly executed by both parties.

Article 22 – Terms of Agreement

Effective Date

This Agreement shall take effect on July 1, 2025, and remain in force until June 30, 2028 or until a successor agreement is reached, whichever occurs later. Economic provisions shall apply retroactively to employees of the District or those receiving early retirement benefits at the time of ratification.

* * * * *

In witness whereof, the Association certifies that this Agreement is executed pursuant to the approval of a majority of employees in the bargaining unit and that the Association represents them.

Lane Unified Bargaining Council

Date Lane Unified Bargaining Council

Date Fern Ridge Education Association, President

In witness whereof, the Board certifies that this Agreement is executed pursuant to resolution of the Fern Ridge School Board.

Fern Ridge School Board

Date Chairperson

Attested:

Clerk, Fern Ridge School District 28J

Fern Ridge School District #28J
Licensed Employee Salary Schedule
2025-2026 School Year

Reflects increase of: **4.00%**

Step	BA	BA+15	BA+30	BA+45	BA+60	BA+75	BA+90/MA	MA+15	MA+30	MA+45
1	44,311	45,026	45,749	46,489	47,236	48,000	48,770	49,555	50,353	51,165
2	45,954	46,692	47,445	48,208	48,986	49,771	50,574	51,388	52,219	53,061
3	47,653	48,418	49,200	49,993	50,796	51,615	52,448	53,290	54,150	55,020
4	49,414	50,210	51,018	51,842	52,676	53,524	54,388	55,264	56,153	57,055
5	51,243	52,069	52,907	53,762	54,625	55,504	56,398	57,306	58,232	59,166
6	53,142	53,997	54,864	55,750	56,648	57,557	58,489	59,430	60,386	61,359
7	55,110	55,993	56,894	57,814	58,743	59,688	60,653	61,623	62,618	63,629
8	57,147	58,066	58,997	59,953	60,917	61,898	62,894	63,904	64,937	65,983
9			61,183	62,170	63,170	64,189	65,223	66,270	67,338	68,423
10				64,472	65,505	66,559	67,635	68,721	69,830	70,954
11				66,861	67,928	69,025	70,136	71,265	72,416	73,581
12				69,331	70,440	71,578	72,731	73,903	75,094	76,303
13				71,896	73,050	74,227	75,425	76,637	77,872	79,127
14							78,214	79,474	80,754	82,054
15							81,105	82,413	83,745	85,086

Fern Ridge School District #28J
Licensed Employee Salary Schedule
 2025-2026 School Year

Reflects increase of: **4.00%**

Step	BA	BA+15	BA+30	BA+45	BA+60	BA+75	BA+90/MA	MA+15	MA+30	MA+45
1	1.0000	1.0161	1.0325	1.0492	1.0660	1.0833	1.1006	1.1183	1.1364	1.1547
2	1.0371	1.0537	1.0707	1.0879	1.1055	1.1232	1.1413	1.1597	1.1785	1.1975
3	1.0754	1.0927	1.1103	1.1282	1.1464	1.1648	1.1836	1.2026	1.2220	1.2417
4	1.1152	1.1331	1.1514	1.1700	1.1888	1.2079	1.2274	1.2472	1.2672	1.2876
5	1.1564	1.1751	1.1940	1.2133	1.2328	1.2526	1.2728	1.2933	1.3142	1.3352
6	1.1993	1.2186	1.2382	1.2582	1.2784	1.2989	1.3200	1.3412	1.3628	1.3847
7	1.2437	1.2636	1.2840	1.3047	1.3257	1.3470	1.3688	1.3907	1.4131	1.4360
8	1.2897	1.3104	1.3314	1.3530	1.3748	1.3969	1.4194	1.4422	1.4655	1.4891
9			1.3808	1.4030	1.4256	1.4486	1.4719	1.4956	1.5197	1.5442
10				1.4550	1.4783	1.5021	1.5264	1.5509	1.5759	1.6013
11				1.5089	1.5330	1.5577	1.5828	1.6083	1.6343	1.6606
12				1.5646	1.5897	1.6154	1.6414	1.6678	1.6947	1.7220
13				1.6225	1.6486	1.6751	1.7022	1.7295	1.7574	1.7857
14							1.7651	1.7936	1.8224	1.8518
15							1.8304	1.8599	1.8899	1.9202

Fern Ridge School District #28J
Co-Curricular Instruction Salary Schedule
 2025-2026 School Year

4.00%

Step	A	B	C	D	E	F	G	H	I
1	439	874	1,310	1,744	2,180	2,621	3,056	4,370	5,241
2	457	915	1,376	1,834	2,293	2,751	3,210	4,582	5,497
3	484	962	1,445	1,922	2,403	2,891	3,370	4,814	5,776
4	505	1,008	1,520	2,019	2,527	3,035	3,539	5,054	6,064
5	529	1,062	1,591	2,118	2,651	3,191	3,713	5,309	6,363
6	558	1,113	1,670	2,225	2,787	3,346	3,898	5,571	6,686
	Class Advisor	¹ HS Drama (3 Act Play) ⁴ TAG K-5 ⁴ TAG 6-12	HS Chess HS UBX ⁵ Cheer/State	HS Publ ³ Pep Band MS Ldrship	HS Asst CC ² HS Band/Vocal ² MS Band/Vocal	HS Asst BB HS Asst SB HS Asst VB HS Asst SR	HS Asst BX HS Asst FB HS Asst TR HS Asst WR ⁶ State Testing HS Golf	HS Dance & Cheer HS Head SR, CC, SB, BB, VB HS Ldrship	HS Head BX HS Head FB HS Head TR HS Head WR

CC-Cross Country FB-Football TR-Track MS-Middle School SR-Soccer
 BB-Baseball Ldrship-Leadership VB-Volleyball HS-High School
 BX-Basketball SB-Softball WR-Wrestling PubI-Publications

¹ A Drama stipend is provided when Drama is not offered as a class. If it is offered as a class, the employee/teacher will receive 1/3 of the stipend for each 3-act play performance throughout the year (with a maximum of 3 performances per year).

²To receive full Band/Vocal stipends, teachers must hold a minimum of 3 after-school performances for all their students, as well as perform at graduation/promotion if requested.

³To receive the Pep Band stipend, performances will consist of all home football games and at least 3 boys and 3 girls varsity basketball games.

⁴The TAG stipend is only used when we do not have FTE allocated to TAG and duties fall on a teacher as an extra duty assignment.

⁵ A stipend is issued if cheer elects to participate in the State Championships and required qualifying competitions.

⁶A stipend is issued when a certified teacher is assigned duties as a STC. They will be compensated with one additional prep period during the second half of the school year or appropriate step in Column G.

Fern Ridge School District #28J
Licensed Employee Salary Schedule
 2026-2027 School Year

Reflects increase of: **3.50%**

Step	BA	BA+15	BA+30	BA+45	BA+60	BA+75	BA+90/MA	MA+15	MA+30	MA+45
1	45,862	46,602	47,350	48,116	48,889	49,680	50,477	51,289	52,115	52,956
2	47,562	48,326	49,106	49,895	50,701	51,513	52,344	53,187	54,047	54,918
3	49,321	50,113	50,922	51,743	52,574	53,422	54,284	55,155	56,045	56,946
4	51,143	51,967	52,804	53,656	54,520	55,397	56,292	57,198	58,118	59,052
5	53,037	53,891	54,759	55,644	56,537	57,447	58,372	59,312	60,270	61,237
6	55,002	55,887	56,784	57,701	58,631	59,571	60,536	61,510	62,500	63,507
7	57,039	57,953	58,885	59,837	60,799	61,777	62,776	63,780	64,810	65,856
8	59,147	60,098	61,062	62,051	63,049	64,064	65,095	66,141	67,210	68,292
9			63,324	64,346	65,381	66,436	67,506	68,589	69,695	70,818
10				66,729	67,798	68,889	70,002	71,126	72,274	73,437
11				69,201	70,305	71,441	72,591	73,759	74,951	76,156
12				71,758	72,905	74,083	75,277	76,490	77,722	78,974
13				74,412	75,607	76,825	78,065	79,319	80,598	81,896
14							80,951	82,256	83,580	84,926
15							83,944	85,297	86,676	88,064

Fern Ridge School District #28J
Licensed Employee Salary Schedule
2026-2027 School Year

Reflects increase of: **3.50%**

Step	BA	BA+15	BA+30	BA+45	BA+60	BA+75	BA+90/MA	MA+15	MA+30	MA+45
1	1.0000	1.0161	1.0324	1.0491	1.0660	1.0832	1.1006	1.1183	1.1363	1.1547
2	1.0371	1.0537	1.0707	1.0879	1.1055	1.1232	1.1413	1.1597	1.1785	1.1975
3	1.0754	1.0927	1.1103	1.1282	1.1464	1.1648	1.1836	1.2026	1.2220	1.2417
4	1.1151	1.1331	1.1514	1.1699	1.1888	1.2079	1.2274	1.2472	1.2672	1.2876
5	1.1564	1.1751	1.1940	1.2133	1.2328	1.2526	1.2728	1.2933	1.3142	1.3352
6	1.1993	1.2186	1.2381	1.2581	1.2784	1.2989	1.3200	1.3412	1.3628	1.3847
7	1.2437	1.2636	1.2840	1.3047	1.3257	1.3470	1.3688	1.3907	1.4132	1.4360
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9			1.3808	1.4030	1.4256	1.4486	1.4719	1.4956	1.5197	1.5442
10				1.4550	1.4783	1.5021	1.5264	1.5509	1.5759	1.6013
11				1.5089	1.5330	1.5577	1.5828	1.6083	1.6343	1.6605
12				1.5647	1.5897	1.6153	1.6414	1.6678	1.6947	1.7220
13				1.6225	1.6486	1.6751	1.7022	1.7295	1.7574	1.7857
14							1.7651	1.7936	1.8224	1.8518
15							1.8304	1.8599	1.8899	1.9202

Fern Ridge School District #28J
Co-Curricular Instruction Salary Schedule
 2026-2027 School Year

3.50%

Step	A	B	C	D	E	F	G	H	I
1	454	905	1,356	1,805	2,256	2,713	3,163	4,523	5,424
2	473	947	1,424	1,898	2,373	2,847	3,322	4,742	5,689
3	501	996	1,496	1,989	2,487	2,992	3,488	4,982	5,978
4	523	1,043	1,573	2,090	2,615	3,141	3,663	5,231	6,276
5	548	1,099	1,647	2,192	2,744	3,303	3,843	5,495	6,586
6	578	1,152	1,728	2,303	2,885	3,463	4,034	5,766	6,920
	Class Advisor	¹ HS Drama (3 Act Play) ⁴ TAG K-5 ⁴ TAG 6-12	HS Chess HS UBX ⁵ Cheer/State	HS Publ ³ Pep Band MS Ldrship	HS Asst CC ² HS Band/Vocal ² MS Band/Vocal	HS Asst BB HS Asst SB HS Asst VB HS Asst SR	HS Asst BX HS Asst FB HS Asst TR HS Asst WR ⁶ State Testing HS Golf	HS Dance & Cheer HS Head SR, CC, SB, BB, VB HS Ldrship	HS Head BX HS Head FB HS Head TR HS Head WR

CC-Cross Country FB-Football TR-Track MS-Middle School SR-Soccer
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 BX-Basketball SB-Softball WR-Wrestling Publ-Publications

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²To receive full Band/Vocal stipends, teachers must hold a minimum of 3 after-school performances for all their students, as well as perform at graduation/promotion if requested.

³To receive the Pep Band stipend, performances will consist of all home football games and at least 3 boys and 3 girls varsity basketball games.

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⁶A stipend is issued when a certified teacher is assigned duties as a STC. They will be compensated with one additional prep period during the second half of the school year or appropriate step in Column G.

Fern Ridge School District #28J
Licensed Employee Salary Schedule
 2027-2028 School Year

Reflects increase of: **3.25%**

Step	BA	BA+15	BA+30	BA+45	BA+60	BA+75	BA+90/MA	MA+15	MA+30	MA+45
1	47,353	48,117	48,889	49,680	50,478	51,295	52,118	52,956	53,809	54,677
2	49,108	49,897	50,702	51,517	52,349	53,187	54,045	54,916	55,804	56,703
3	50,924	51,742	52,577	53,425	54,283	55,158	56,048	56,948	57,866	58,797
4	52,805	53,656	54,520	55,400	56,292	57,197	58,121	59,057	60,007	60,971
5	54,761	55,642	56,539	57,452	58,374	59,314	60,269	61,240	62,229	63,227
6	56,790	57,703	58,629	59,576	60,537	61,507	62,503	63,509	64,531	65,571
7	58,893	59,836	60,799	61,782	62,775	63,785	64,816	65,853	66,916	67,996
8	61,069	62,051	63,047	64,068	65,098	66,146	67,211	68,291	69,394	70,511
9			65,382	66,437	67,506	68,595	69,700	70,818	71,960	73,120
10				68,898	70,001	71,128	72,277	73,438	74,623	75,824
11				71,450	72,590	73,763	74,950	76,156	77,387	78,631
12				74,090	75,274	76,491	77,724	78,976	80,248	81,541
13				76,830	78,064	79,322	80,602	81,897	83,217	84,558
14							83,582	84,929	86,296	87,686
15							86,672	88,069	89,493	90,926

Fern Ridge School District #28J
Licensed Employee Salary Schedule
 2027-2028 School Year

Reflects increase of: **3.25%**

Step	BA	BA+15	BA+30	BA+45	BA+60	BA+75	BA+90/MA	MA+15	MA+30	MA+45
1	1.0000	1.0161	1.0324	1.0491	1.0660	1.0832	1.1006	1.1183	1.1363	1.1547
2	1.0371	1.0537	1.0707	1.0879	1.1055	1.1232	1.1413	1.1597	1.1785	1.1975
3	1.0754	1.0927	1.1103	1.1282	1.1463	1.1648	1.1836	1.2026	1.2220	1.2417
4	1.1151	1.1331	1.1514	1.1699	1.1888	1.2079	1.2274	1.2472	1.2672	1.2876
5	1.1564	1.1750	1.1940	1.2133	1.2327	1.2526	1.2728	1.2933	1.3142	1.3352
6	1.1993	1.2186	1.2381	1.2581	1.2784	1.2989	1.3199	1.3412	1.3628	1.3847
7	1.2437	1.2636	1.2840	1.3047	1.3257	1.3470	1.3688	1.3907	1.4131	1.4359
8	1.2897	1.3104	1.3314	1.3530	1.3747	1.3969	1.4194	1.4422	1.4655	1.4891
9			1.3807	1.4030	1.4256	1.4486	1.4719	1.4955	1.5197	1.5441
10				1.4550	1.4783	1.5021	1.5263	1.5509	1.5759	1.6013
11				1.5089	1.5330	1.5577	1.5828	1.6083	1.6343	1.6605
12				1.5646	1.5896	1.6153	1.6414	1.6678	1.6947	1.7220
13				1.6225	1.6486	1.6751	1.7022	1.7295	1.7574	1.7857
14							1.7651	1.7935	1.8224	1.8518
15							1.8303	1.8598	1.8899	1.9202

Fern Ridge School District #28J
Co-Curricular Instruction Salary Schedule
 2027-2028 School Year

3.25%

Step	A	B	C	D	E	F	G	H	I
1	469	934	1,400	1,864	2,329	2,801	3,266	4,670	5,600
2	488	978	1,470	1,960	2,450	2,940	3,430	4,896	5,874
3	517	1,028	1,545	2,054	2,568	3,089	3,601	5,144	6,172
4	540	1,077	1,624	2,158	2,700	3,243	3,782	5,401	6,480
5	566	1,135	1,701	2,263	2,833	3,410	3,968	5,674	6,800
6	597	1,189	1,784	2,378	2,979	3,576	4,165	5,953	7,145
	Class Advisor	¹ HS Drama (3 Act Play) ⁴ TAG K-5 ⁴ TAG 6-12	HS Chess HS UBX ⁵ Cheer/State	HS Publ ³ Pep Band MS Ldrship	HS Asst CC ² HS Band/Vocal ² MS Band/Vocal	HS Asst BB HS Asst SB HS Asst VB HS Asst SR	HS Asst BX HS Asst FB HS Asst TR HS Asst WR ⁶ State Testing HS Golf	HS Dance & Cheer HS Head SR, CC, SB, BB, VB HS Ldrship	HS Head BX HS Head FB HS Head TR HS Head WR

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Fern Ridge School District 28J

Gary E. Carpenter Jr.
Superintendent

88834 Territorial Road, Elmira, OR 97437
Phone: (541) 935-2253
Fax: (541) 935-8222

Classified/Confidential/Manager/Coach Employees Resignations/New Hires/Transfers/Other Report April 21, 2025

Resignations/Retirements

1. Resignation of Jessica Cooper, 4.4 Options Instructional Assistant at Elmira High School, effective June 12, 2025.

New Hires/Transfers

1. None at this time.

Other

1. None at this time.

Coaches

1. Resignation of Donald Harris, Junior Varsity Volleyball Coach at Elmira High School, effective March 19, 2025.
2. Hiring of Donald Harris, Varsity Volleyball Coach at Elmira High School, effective August 18, 2025.
3. Resignation of Kobe Bechtel, Varsity Assistant Football Coach at Elmira High School, effective March 18, 2025.