

Agenda

1. Call Meeting to Order
2. Pledge of Allegiance
3. Early Items
 - 3.a. Celebrate Student Success
 - 3.b. Student Rep Report
 - 3.c. Building Presentation: Athletics and Activities Code of Conduct Review
4. Citizen Input
 - Information on Public Input policies is available at www.brookings.k12.or.us/board/. Written comments must be received at least 24 hours in advance of the meeting date and time. Interested members of the public who wish to speak at the meeting during the public comment time, can RSVP online up until noon on the day of the meeting. For in-person meetings, all are welcome to come to the meeting and fill out a "blue card" signifying that they would like to give public comment and give it to the Board Chair at the start of the meeting with no prior reservation or notification needed.
5. Consent Agenda
 - 5.a. Approve Minutes
 - DRAFT Minutes November 15, 2023 at 5:30 PM - Regular School Board Meeting
 - DRAFT Minutes November 15, 2023 - School Board Work Session
 - 5.b. Approve Bills
 - 5.c. Approve New Hires
 - 5.d. Approve Extra Duty Contracts
 - 5.e. Approve Grant Applications
 - 5.f. Acceptance of Grants and Donations
6. District Reports and Information
 - 6.a. Comments from the Superintendent
 - Progress Update Superintendent Goal 2a. District-Level Committees
 - Curriculum Adoption Proposal - Woodworking (High School CTE)
 - 6.b. District Reports
 - 6.c. Finance Reports
 - 6.d. Enrollment Summary
7. Student Investment Account Grant Agreement Public Comments
 - The public is invited to submit questions and/or comments about Brookings-Harbor School District's Student Investment Account Grant Agreement. You can find a PDF document of the 2023-24 SIA Grant Agreement and a SIA comment form on the district website on the Student Success Act information page at <https://www.brookings.k12.or.us/apps/pages/ssa>. Please complete the online

form, submit written comments on this topic, or provide comment in person for during the Dec. 13, 2023 meeting.

8. Action Items
 - 8.a. Approve application(s) for appointment to Budget Committee
 - 8.b. Approve ESSER 3 Expenditure
 - 8.c. Approve Second Reads of Board Policies
 - BD/BDA Board Meetings
 - BDC Executive Sessions
 - GCBDA GDBDA Family Medical Leave
 - GCPC GDPC Retirement of Staff
 - LBE Public Charter Schools
 - 8.d. Approve Superintendent Evaluation Calendar
9. Board Functions and Comments
 - 9.a. 2023 OSBA Election
 - Board of Directors Position 9
 - Resolution 1 - Creates the Oregon Rural School Board Members Caucus and designate a seat on the OSBA Board of Directors and Legislative Policy Committee
 - Resolution 2 - Adopts the proposed amendments to the OSBA Bylaws
 - 9.b. Budget Committee Openings
 - Brookings Harbor School District 17C has three (3) openings on its Budget Committee. Applications are available on the BHSD website, at the district office, or by emailing nancyr@brookings.k12.or.us. By state law and district policy, School District Budget Committee members must meet three criteria: 1) Live within the geographic boundaries of District 17-C; 2) Be a registered voter in the State of Oregon.; and 3) NOT be an employee or agent of District 17-C. Please return the completed application to Nancy Raskauskas-Coons, Administrative Assistant to the School Board, by Friday, Dec. 8th or Friday, Jan. 12 for consideration at the next board meeting.
10. Key Dates and Calendar Updates
 - BHSD District Leadership Team, 4:30 to 6:30 p.m. Thursday, January 11, 2024, location TBA.
 - Regular School Board Meeting (January), 5:30 p.m. Wednesday, Jan. 17, 2024, Kalmiopsis Elementary School, Room 51
 - Regular School Board Meeting (February), 5:30 p.m. Wednesday, Feb. 21, 2024, Kalmiopsis Elementary School, Room 51
 - Regular School Board Meeting (March), 5:30 p.m. Wednesday, March 20, 2024, Kalmiopsis Elementary School, Room 51
11. Adjournment

Athletics and Activities Code of Conduct

Introduction

The Brookings-Harbor School District values athletics and activities as an important part of a student's education and as a means to provide a positive connection to school and the community. We believe athletic competition and activities provide many learning opportunities for developing skills and resilience that young adults will carry throughout their lives.

Participation in extracurricular activities is a privilege and an honor granted to students who have demonstrated a commitment to meeting the academic and behavioral standards of the district.

Participation is afforded to students who comply with state/ federal laws and school district policy. Students participating in athletics and activities are expected to exemplify high standards of moral conduct, to serve as role models, and to positively represent our school district and community.

Message to the Parents/Guardians

As a parent/guardian of a student, you have committed yourself to certain responsibilities and obligations which are outlined in this Athletic/Activities Code of Conduct. Your signature on the Athletic/Activities Code of Conduct consent page, along with the signature of your student, indicates that you understand and accept those responsibilities and obligations, and agree to cooperate with school personnel. Compliance with the Athletic/Activities Code is essential to the success of the athletic/activities programs and failure to comply with the Athletic/Activities Code of Conduct may lead to discipline and possible expulsion from the program.

The Brookings Harbor Athletic/Activities Department is committed to providing:

- adequate and safe equipment and facilities;
- educated and experienced coaches/advisors;
- appropriate competitions and activities with certified officials;
- support to students, advisors, coaches and parents.

Good sportsmanship is encouraged and expected from our athletes, parents, fans and spectators at all times during events. Failure to exhibit good sportsmanship may result in removal from the event and/or future events. In addition to attending Brookings Harbor contests, athlete families are invited and encouraged to join the Athletic Boosters.

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NON DISCRIMINATION

Brookings Harbor School District provides equal opportunity and access to all educational services, facilities, sports, activities and/or employment to every person. Brookings Harbor District does not discriminate on the grounds of race, color, sex, sexual orientation, marital status, religion, national origin, age, or disability. For inquiries or complaints regarding the District's non-discrimination policies and compliance: Please contact the High School Administration at 541-469-2108

Participation Fee

The athletic participation fee is \$85.00 per high school sport. Activities fees may vary based on the program. Payment plans and scholarships can be arranged through the athletic secretary and school athletic director.

Refund Policy

If a student is cut from a team/activity during tryouts, the fee will be refunded. If the student quits or is removed due to team policy violation, or becomes ineligible to participate, the participation fee will not be refunded. Other scenarios may be appealed to the athletic office.

Student Insurance

The district requires catastrophic insurance for each student enrolled on an athletic team. It is required that all students participating in inter school (between high schools) athletic activities be covered by athletic accident insurance. Students participating in authorized intramural (within BHHS) school activities may be required to have insurance coverage as determined by the administration.

Additionally, some non athletic inter school activities may require such insurance as appropriate and as determined by the administration.

Physical Examinations

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

A student who is subsequently diagnosed with a significant illness or has had a major injury is required to have a physical examination prior to further participation in extracurricular sports. They will also need to provide documentation from a licensed

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health care provider that indicates that the student is cleared to participate. The District Nurse will require a copy of this documentation. Any student who is diagnosed with a concussion will be entered into the Concussion Management Protocol outlined by OSAA and they must meet all the requirements set forth in the district protocol in order to return to participate in sports. Specific documentation must be completed by a licensed healthcare provider and returned to the District Nurse and Athletic Director. Any follow up appointments that the student may need will require new paperwork to be completed until the athlete is medically cleared to return to learn with no accommodations, and they are medically cleared to return to participate. Copies of these forms are available at the High School and on our District website.

A student who continues to participate in extracurricular sports in grades 9 through 12 shall be required to complete a physical examination once every two years, thereafter.

Sports Team/Activity Rules

The coach or activities sponsor may have additional regulations which will be defined in writing to the participating student and parent/guardian. These policies will be subject to the approval of the Administration and/or athletic director and supported and enforced by the same.

Uniforms

Students are responsible for uniforms and/or gear issued to them and should be returned at the end of each season. A fee will be placed on the student's account for any lost or damaged items.

Uniforms and/or gear must be returned and any lost or damaged items must be paid for before the athlete will be eligible to participate in their next sporting event.

Dual Sports

Students are allowed to participate in two sports per season. The student/athlete, parent/guardian, Athletic Director, and Head Coach of each sport involved, shall meet to determine the primary and secondary sport followed by dual sport paperwork being signed by all parties. Students may change their primary sport with coaches and athletic director approval.

Dropping out of a Sport

Commitment is a vital component of high school athletics/activities. Failure to complete a season will result in the following consequences.

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- An athlete dropping out of one sport shall not be allowed to participate or practice in another sport during the same season without the consent of both the coaches.
- An athlete “cut” from a sport program may turn out for another sport during the same season with approval from the athletic director.
- A student dropped from a sport for disciplinary reasons may not participate in another sport for the remainder of the season.
- Students may change sports in the same season up until the first contest of their new sport. Practice limitation rules may apply (per OSAA)

Transportation to and from Games/Activities

Student participants must be transported to all competitions with district-approved transportation.

Student participants will be transported home from all competitions by district-approved transportation unless other transportation is prearranged and approved by the coach or advisor. For example, students may be allowed to ride home from a contest with their parents provided the parents have given the coach a written note. Students may be allowed to ride home with another student’s parents only if the request is made in writing by both sets of parents and is pre-approved with the Athletic Office prior to departure for that event only.

Student Conduct on Activity Trips

All district students on out-of-town excursions will abide by the following rules:

- Students will conduct themselves at all times according to the standards of best behavior and remember that they are guests in another community.
- Students will refrain from the use of, distribution of, and contact with, all substances that are deemed to be in violation of the code of conduct or district policies. This shall include, but not be limited to, alcohol for consumption, tobacco/vaping products and unprescribed drugs. It shall also include any item acquired by theft or any other unlawful means.
- Any student who becomes aware of the presence of contraband items shall be expected to report such to a chaperone overseeing the excursion. Failure to do so will constitute willful contact and awareness, and will be subject to disciplinary action.

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Bus conduct requirements will be provided to each student at the beginning of each season. These policies will be enforced by drivers and coaches.

Academic Eligibility Requirements For Participation

According to the Oregon Student Athletic Association (OSAA), students must meet eligibility standards in order to participate in athletic competition. A student who fails to meet eligibility standards may submit an appeal to the athletic director. An administrator and the athletic director will review the appeal to determine if it meets hardship criteria in order to be forwarded to the league hardship committee and then OSAA for consideration.

(These policies will change as needed to reflect OSAA requirements)

- The student must have passed five classes the previous grading period (except for 1st semester 9th grade).
- The student must be enrolled in five classes (worth .5 credits or more) during the current grading period. Also must have passed at least 5 classes the semester before.
- Students must have a pathway to graduate in four years.
- Credit requirements (reflective of OSAA requirements for “on track”)
 - 10th - 4.5 credits at the beginning of the school year
 - 11th - 10 credits at the beginning of the school year
 - 12th - 17 credits at the beginning of the school year

Grade checks will be run during each sports season. If a student is failing a class they will be put on academic probation. This will require them to have a grade check sheet filled out by the teachers in the class they are failing. A student will be deemed ineligible the next week (Mon-Sun) for failure to turn in the grade check sheet or for non satisfactory marks. Final say on eligibility will be determined by administration and/or athletic director.

Attendance Requirements

Students are expected to comply with all attendance policies of the district. Students must attend all classes in which they are enrolled on the day of a practice/activity/event to be eligible to participate in that day's event. Students with

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an unexcused absence or illness will be unable to practice or perform the day of an event.

- Students must attend all classes in which they are enrolled on the day of practice, activity, or event. Exceptions (e.g., medical appointment, funeral, DMV) must be cleared by administration and should be prearranged when possible. Official documentation will be required.
- Any pattern of irregular attendance, including tardies may be reviewed by the administration at any time, and may result in short-term or long term ineligibility as determined by the review.

Students arriving up to 15 minutes late will result in tardies. Unexcused absences missing more than 15 minutes of class will result in a cut. Students receiving a cut will not be eligible to participate that day in practice, contests, or events. This includes travel.

Suspension

If a student is suspended in or out of school, full or half day, the student cannot participate in a practice, contest, or activity during the period of suspension. This includes travel. If the suspension is out of school, the student may not be on campus. In school suspensions are at the discretion of the coach whether they should attend or not.

Ejection of Athletes

It is an expectation at Brookings Harbor School District and the OSAA that students will conduct themselves in a manner that reflects positively on the Brookings Harbor school community.

(OSAA, 19)

- The student may be removed from the athletic area for the duration of the game/contest in which the ejection occurred to prevent further incident.
- If the coach determines the student can maintain appropriate behavior, the student may sit with the team for the remainder of the contest in which the student was ejected.
- An athlete who is ejected from an athletic contest will be responsible for any fine levied by the OSAA after an investigation by the Athletic Director or Principal.

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- Any athlete ejected from an athletic contest will miss the next scheduled athletic event and be considered ineligible to participate until the levied fine has been paid.
- If an athlete is unable to pay the fine, the student will be given an opportunity to perform work to compensate the district for its cost in paying the fine.
- An appropriate work/repayment assignment will be made after approval of the parents, principal, coach, and athletic director.
- Once the fine has been paid or the work/repayment has been completed, the athlete will once again be able to participate.

Multiple ejections will result in further disciplinary actions up to and including full removal from the activity.

Drugs/Alcohol/Tobacco/E Cigarettes/ Vaping

A primary focus of the Brookings Harbor School District is the development of a drug free and safe lifestyle for our students. In keeping with that objective, the undersigned student agrees not to possess or use alcohol or other illegal drugs, vaping products, muscle/performance enhancing substances, prescription drugs inappropriately, any form of tobacco or tobacco look-alike products at any time, or paraphernalia associated with these items. Once signed for the first time, these policies will be in effect for a student's entire high school enrollment during the OSAA calendar year. All violations for students are not erased at the end of each school year, it is cumulative.

The undersigned also agrees to not be associated with activities that are unlawful or in violation with the school's code of conduct.

Drug Testing

Students who participate in extracurricular, co curricular and other district-sponsored programs may be tested during the season, (i.e., Fall, Winter, Spring). Tests will be administered by building administration or their designee. Failure to comply with testing at the assigned time will result in a manner associated with a positive test and discipline will be administered accordingly.

First Offense:

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- The participant will be suspended for 50% of the maximum OSAA-allowable games/contests for their current season. All games figured by percentage will be rounded up to the next whole number. Suspensions will begin on the first official contest day, and will only count if the student completes his or her activity/season. If violation occurs with less contests remaining than suspension requires, consequence will carry over to the students' next activity. Formula will be recalculated to be reflective of remaining suspension.
- Students will complete a minimum of 10 hours of community service, which will be set within reason by the Athletic Director, before participation in future activities/events.
- Mandatory meetings of the student and parent with the school counselor and a willingness to follow his/her recommendations
- Submit to drug testing at any time during the remainder of the season at the student's expense.

If the three criteria listed above are met, the result will be a reduction from %50 to %20 of maximum OSAA- allowable games/ contests.

Second Offense:

- The participant will be suspended for 50% of the maximum OSAA-allowable games/contests for their current season. All games figured by the percentage will be rounded up to the next whole number. Suspensions will begin on the first official contest day, and will only count if the student completes his or her activity/season. If violation occurs with less contests remaining than suspension requires, consequence will carry over to the students' next activity. Formula will be recalculated to be reflective of remaining suspension.
- Students will complete a minimum of 20 hours of community service, which will be set within reason by the administration, before participation in future activities/events.
- Mandatory follow-up sessions of the student and parent with the school counselor. Reinstatement of the student into the sport or activity is contingent upon the student complying with recommendations made by the counselor or other approval by administration for reinstatement.
- Failure to comply with the recommendations after the second offense shall be considered as if the student committed a third offense.

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- Submit to drug testing at any time during the remainder of the season at the student's expense.

Third Offense:

- Full suspension from all extracurricular, co curricular and district-sponsored programs for a calendar year. Students may participate in following years with the approval of the principal, athletic director.
- Students will complete a minimum of 40 hours of community service, which will be set within reason by the Athletic Director, before participation in future activities/events.
- Mandatory follow-up sessions of the student and parent with the school counselor. Reinstatement of the student into the sport or activity is contingent upon the student complying with recommendations made by the counselor or other approval by administration for reinstatement.
- Failure to comply with the recommendations after the third offense shall be considered as if the student committed a fourth offense.
- Submit to drug testing at any time during the remainder of the season at the student's expense.

Fourth Offense:

- Full suspension from all extracurricular, co curricular and district-sponsored programs from the remainder of the students high school career. Students and parents can petition the Principal and Athletic Director to be reinstated in school sponsored sports/activities.

Athletic/Activity Suspension Chart (subject to change in accordance with OSAA)

Sport	Total # of Contests	20%	50%
Baseball	26	6	13
Basketball	24	5	12
Cross Country	12	4	6
Football	9	2	5
Soccer	14	3	7

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Softball	26	6	13
Track and Field	12	3	6
Volleyball	18	4	9
Wrestling	14	3	7

Hazing and Harassment

Students participating in school-related activities have a right to be safe and to be free of humiliation and intimidation. Hazing, harassment, intimidation, menacing, or bullying by students, staff, or third parties are strictly prohibited and shall not be tolerated. Any student, employee or third party who has knowledge of conduct in violation of this policy or feels he/she has been a victim shall immediately report his/her concerns.

Students who, after investigation, have been found to be a participant in the hazing, harassment, intimidation, bullying and/or menacing will receive school consequences. Additionally, they may be required to serve suspensions from participate in any athletic, club, or school activity during any school suspension and/or be removed from the sport or activity.

Theft/Vandalism

A student, parent or legal guardian will be financially responsible for: Theft from or vandalism to school property by a named student. Theft from or vandalism to private property (i.e. motel rooms, restaurants) by named students. The student will receive school consequences. Additionally, they may not participate in any athletic, club, or school activity during any school suspension and/or be removed from the sport or activity

Due Process

A student will be given the opportunity to respond to allegations that the student has violated a rule contained in the Athletic/Activities code of conduct.

When a school administrator has reasonable belief a student may have violated a rule the administrator or designee is responsible for investigating the allegations.

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Documentation

School administrators are required to provide written notification to the student and parents when it has been determined that the student has violated a rule within this Athletic/Activities Code of Conduct.

The notification will identify the violated rule and the consequence given as a result of the violation.

Copies of the notification will be provided to the student's advisor or coach.

Updated November 2023

DRAFT

DRAFT Minutes - November 15, 2023 Regular School Board Meeting

5:30 PM Kalmiopsis Elementary School, Room 51, 650 Easy St., Brookings, OR 97415

Meeting video available at: <https://www.youtube.com/watch?v=HLABf0TmFww>

In attendance:

Jay Trost, Board Chair
Katherine Johnson, Vice Chair
Trish Walker, Board Member
Alan Nidiffer, Board Member
Helena Chirinian, Superintendent
Nancy Raskauskas-Coons, Admin Assistant to the Board
Brent Nolte, Student Representative

Absent: Janece Payne, Board Member

1. Call Meeting to Order

Jay Trost called the meeting to order at 5:33 p.m.

2. Pledge of Allegiance

Observed.

3. Early Items

a. Celebrate Student Success

Volunteer Ashley Hall gave a presentation on the Pollinator Garden at Kalmiopsis Elementary School. Ms. Hall was a P.E. teacher at KSchool in 21-22 and, during her Master's Program, took on a project to create a new garden space at the school specifically for pollinators and in keeping with the school's special Monarch School USA designation. Her mentor was Julia Bott with the local Master Gardeners. During the school year she incorporated garden and classroom projects with elementary students (mostly Kindergarten and 2nd Grade), and over the summer she worked with four different high school AYA (Alternative Youth Activities) summer interns to complete the project. The project was also supported by grant funding donations, donations of monarch eggs, donations of materials, and other volunteer hours. The garden is now called "The Hub Garden."

b. Student Rep Report

Student Representative Brent Nolte shared that the fall Blood Drive at BHHS was a success and that they plan to host another drive in April 2024.

He recapped some of the recent volunteer work by student groups, including the National Honor Society string lights at the park on Nov. 1 and Nov 8, the packing of Christmas holiday boxes (33 boxes donated to fill up with Christmas gifts), helping at the Elks Lodge to gather and distribute food for Thanksgiving. Also, the welding class contributed a Bruin bear sculpture to the light show.

In other Leadership activities, the Seniors beat Juniors for the championships of PowerTuff fundraiser event. Seniors narrowly beat the staff team as well. All the proceeds go to Katelyn's Cause.

BHHS hosted a home Knowledge Bowl tournament in November that hosted teams from across SW Oregon, and one of the two BHHS teams was the overall winner.

Winter athletics and activities have commenced. Still to come before Winter Break: Leadership will participate in "Gift a Grandparent" at SeaView. Many students in the music department will go caroling every single weekend in December. Concerts will be held the two weeks previous to Winter Break.

Jay Trost challenged this year's student leadership team to think about how they will leave the school better than before.

c. Building Presentation: Brookings-Harbor High School

Brookings-Harbor High School Principal Tristin Harkins presented on Multi-tiered systems of support (MTSS), saying that the Building Leadership Team decided to take on MTSS as an opportunity for improvement and alignment of systems this school year. MTSS is a way of addressing student needs with three major tiers of support. It is data-driven, with ideally 80 percent of students in the lowest tier of support, 15 percent in a higher tier of support, and 5 percent in the most intensive tier of support.

Examples of programs that use MTSS are:

PBIS - Positive Behavior Interventions and Supports

RTI - Response to Intervention (Academic Support)

Attendance.

Tier 1 - Schoolwide

Universal screenings - fall, winter, and spring benchmarks

Tier 2 - Additional supports

Smaller group supports

Tier 3 - Intensive Support
Individually tailored toward students

MTSS at BHHS

- Currently have Grade Level Meetings
- Classroom supports and interventions

Goals for this year

- Creation of school-wide MTSS system (school-wide systems and supports)
- Common information-sharing processes
- Clear identified roles and responsibilities
- Creation of management teams

Examples: Flow charts and clearly identified roles and responsibilities. Who leads meetings, makes parent contact, ensures referral gets to the next tier team, etc.

Current Action

- Compiling tier 1 practices
- Recognitions of Success (Honor Roll, Perfect Attendance, Student of the Month)
- Future Recognitions - Student Improvement
- Restructuring ISS (In School Suspension system). SEL behavior training modules. Get them assigned and support to help them get educated in what they need and make better choices when they get back in the classroom.

Mr. Harkins concluded, that the bigger we can make it, the more we can set the example of better behavior and better academics. Sometimes teachers can get laser-focused on the kids that need the most help. We need to ensure that we are doing big things for the kids that are listening and doing great. He said it is a 3-5 year process to implement and make sure MTSS stays in place.

In response to board member questions about the current status of MTSS, Mr. Harkins said many staff do a good job, but we need to coordinate systems across grade levels and bring those practices back. Overall, it makes life easier for staff that everyone is moving in the same direction and has the same expectations.

There was a discussion about the focus on attendance and reflection on why students don't want to be at school ... cultural issues, etc. Mr. Harkins said the school is working on building a positive culture so that kids know what being a Bruin is.

There were some comments on celebrations and acknowledgments. Jay Trost appreciated the focus on the celebrations, saying that "what you notice is what you will get more of" and asking do we have multiple ways for individuals to refer students for good character?" He added that achievement-based (awards) are difficult to replicate, but character can be celebrated over and over.

Mr. Harkins said he was working with a teacher to get some surveys out to understand what past practices worked well because he wanted to bring back some historical things that the staff and the community liked. The high school is also looking at restructuring ISS (in-school suspension) to include more educational components for the issues that students are receiving discipline referrals for.

Katherine Johnson asked about the data for freshmen on track this year in comparison to past years. Mr. Harkins said BHHS is about 70 percent on track for the current 9th graders, and is working to take advantage of flex period to help students catch up and stay on track. The building presentation ended at 6:28 p.m.

4. Citizen Input

Community member Gordon Clay provided comments on mental health resources, crisis lines, Suicide Prevention Month, and the importance of having a trained crisis team. He recommended printing 741-741 on student ID cards. 741 741 is a free 24/7 crisis text line with special features for teens/youth. This service uses AI (artificial intelligence) to support its counselors throughout conversations. It reviews each conversation from the texter against over 9 million other texts and suggests to the counselor, within seconds, the best question to ask. It also sees regional and global trends and how texters are reacting to them (for example - a natural disaster such as a wildfire). It knows which emojis and words more often lead to an active rescue. More information is available at [CrisisTextLine.org](https://www.crisistextline.org).

5. Consent Agenda

a. Approve Minutes

- **DRAFT Minutes Regular School Board Meeting, Oct. 18, 2023**
- **DRAFT Minutes School Board Work Session, Oct. 18, 2023**

b. Approve Bills

c. Approve New Hires

- **N/A**

d. Approve Extra Duty Contracts

e. Approve Grant Applications

f. Acceptance of Grants and Donations

g. Approve Field Trip Request

Alan Nidiffer moved to approve the Consent Agenda items. Trish Walker seconded the motion.

Discussion: N/A

Vote called:

Katherine Johnson: aye

Alan Nidiffer: Aye

Trish Walker: Aye

Jay Trost: Aye

The Consent Agenda was approved 4-0.

6. District Reports and Information

a. Comments from the Superintendent

- TAP Grants and Long Range Planning
- Parent-Teacher Conferences (Nov. 8-9)

b. District Reports

c. Finance Reports

d. Enrollment Summary

Superintendent Helena Chirinian shared that the district was the recipient of two TAP Grants (technical assistance programs) that would be used to assist in long-range planning efforts. The last major long-range plan efforts and updates were made in 2019. The district is also looking into new Seismic Grant applications for a new roof and upgrades to the high school auditorium. Director of Facilities and Maintenance Jess Beaman is looking into what is needed.

The Superintendent reported that fall Parent-Teacher Conferences had just concluded the previous week and that the following percentages of families participated:

~10 percent BHHS

~25 percent Azalea Middle School

~80 percent Kalmiopsis Elementary

7. Action Items

a. Approve application(s) for appointment to Budget Committee

Alan Nidiffer moved to approve the application for budget committee for S. Shelton. Trish Walker seconded the motion.

Discussion:

Thank you, we appreciate her.

Vote called:

Katherine Johnson: aye

Alan Nidiffer: Aye

Trish Walker: Aye

Jay Trost: Aye

The Budget Committee application was approved 4-0.

b. Approve First Reads of Board Policies

- BD/BDA Board Meetings

- **BDC Executive Sessions**
- **EFA Local Wellness Program**
- **GCBDA GDBDA Family Medical Leave**
- **GCPC GDPC Retirement of Staff**
- **LBE Public Charter Schools**

Katherine Johnson moved to approve the first reads of the listed policies. Alan Nidiffer seconded the motion.

Discussion: N/A

Vote called:

Katherine Johnson: aye

Alan Nidiffer: Aye

Trish Walker: Aye

Jay Trost: Aye

The First Reads of the listed policies were approved 4-0.

~~e. Approve ESSER 3 Capital Project Expenditures~~

Item 7.c. was stricken from the agenda before the meeting. Will move to the December 2023 meeting agenda.

d. Approve Superintendent Evaluation Calendar

Item 7.d. Held until next meeting (December 2023). No action taken.

8. Board Functions and Comments

No comments.

9. Key Dates and Calendar Updates

- **Regular School Board Meeting (December), 5:30 p.m. Wednesday, Dec. 13, 2023, Kalmiopsis Elementary School, Room 51, 650 Easy St., Brookings, OR 97415**
- **Regular School Board Meeting (January), 5:30 p.m. Wednesday, Jan. 17, 2024, Kalmiopsis Elementary School, Room 51, 650 Easy St., Brookings, OR 97415**
- **Regular School Board Meeting (February), 5:30 p.m. Wednesday, Feb. 21, 2024, Kalmiopsis Elementary School, Room 51, 650 Easy St., Brookings, OR 97415**

Superintendent Chirinian polled the board on whether January 4th or 11th works for the first District Leadership Team (DLT) meeting of the year. Either one of the dates worked for all board members present.

A potential future workshop topic was brought up: Exploring the pros and cons of becoming a charter district. Next month (December work session) will be an update on the Turf and Track project.

The board members shared some comments and reflections on the OSBA Conference.

10. Adjournment

The meeting was adjourned at 6:56 p.m. by Jay Trost. The board moved on to the November Work Session.

DRAFT Minutes - Nov. 15, 2023 School Board Work Session

5:30 PM Kalmiopsis Elementary School, Room 51, 650 Easy St., Brookings, OR 97415

Meeting video available at:

<https://www.youtube.com/watch?v=PImWctRpeUY>

In attendance:

Jay Trost, Board Chair

Katherine Johnson, Vice Chair

Trish Walker, Board Member

Alan Nidiffer, Board Member

Helena Chirinian, Superintendent

Nancy Raskauskas-Coons, Admin Assistant to the Board

Dede Corpening, Director of Fiscal Services (in the audience and answering a few questions)

Absent:

Janece Payne, Board Member

1. Call Meeting to Order

Work Session Called to Order at 6:57 p.m. by Jay Trost.

2. Bond Survey Results Discussion

• Guest presenter: J.L. Wilson of Nelson Research

JL Wilson of Nelson Research joined via video conference to discuss the findings of the fall 2023 phone survey that was conducted and give recommendations on possible future bond content, language, and timing.

Some of the major takeaways from the discussion were:

A majority of respondents answered survey questions in favor of sample bond questions, but it was a narrow majority and seems to have narrowed over the last couple of years while at the same time, local community member's concerns about the economy have gone up.

There may be an opportunity to focus on the highest priority projects with a bond request that is less than \$10 (a tightened-up package with things that have a high level of support and agreement).

The success of any future bond assumes a very intentional communication effort.

Recommended messages include a focus on improving Science and Technology facilities to

“give BHSD kids the same quality facilities that kids in other communities have” and showing that the community has been listened to when prioritizing projects. The board also requested that the district highlight how money has been used in recent years to improve facilities and that the Superintendent explore hiring JL Wilson for marketing plan research.

There was discussion around suggested timing to put a bond on an election ballot. It was suggested by JL Wilson to avoid a November time (General) election. A May General Primary is preferable.

There was discussion about maximizing construction efforts by using other funding sources to complete related projects while the walls are open for upgrades (example: pair with a seismic grant project in summer 2025). Dede Corpening said that if District also plans to apply for an OSCIM grant.

There was discussion about accountability and trust building and a suggestion to set up a Citizen Advisory board - that oversees the implementation of the project.

Pros and cons of attempting a bond in 2024 versus 2025 were discussed. Superintendent Helena Chirinian raised concerns about educating staff about what the bond would be for ahead of an official ballot measure. Jay Trost felt that the climate for passing a bond was getting more difficult year by the year and it may be better to attempt sooner than wait. Timing with other know initiatives such as a potential county-level bond was considered. Timing with the planned Summer 2023 donor-funding track and turf multipurpose field project was considered as a possible confusion point for voters and the need to make it very clear that the field project is not a tax payer-funded project. The discussion with J.L. Wilson ended at 8:24 p.m.

3. Future Work Session Topics

Upcoming December work session planned on updates on the turf and track resurfacing project for BHHS Stadium scheduled to break ground in May 2024.

4. Recess from Public Session to Executive Session: To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.(ORS 192.660(2)(i))

The meeting was recessed to Executive Session at 8:25 p.m. by Jay Trost. The executive session began at 8:29 p.m.

5. Adjourn Executive Session and Return to Public Session

The executive session was adjourned at 8:41 p.m. by Jay Trost.

6. Adjournment

The work session was also adjourned at 8:41 p.m. by Jay Trost.

Brookings-Harbor School Dist. 17C

Expenditure Summary Report

Fiscal Year: 2023-2024

Criteria: Report Sort: Fund

From Date: 11/01/2023

To Date: 11/30/2023

Fund: 100	GENERAL FUND	Check#	FUND	FUNCTION	OBJECT	Amount
AMAZON						
		131888	GENERAL FUND	ELEMENTARY	SUPPLIES	\$48.99
		131888	GENERAL FUND	HIGH SCHOOL PROGRAMS	SUPPLIES	\$245.94
		131888	GENERAL FUND	OFFICE OF THE PRINCIPAL	SUPPLIES	\$61.82
		131888	GENERAL FUND	SERVICE DIRECTION, STUDENT SUPPORT	SUPPLIES	\$10.15
		131931	GENERAL FUND	PSYCHOLOGICAL SERVICES	SUPPLIES	\$10.90
		131931	GENERAL FUND	SERVICE DIRECTION, STUDENT SUPPORT	SUPPLIES	\$225.62
		131931	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	SUPPLIES	\$148.76
		132025	GENERAL FUND	HIGH SCHOOL PROGRAMS	SUPPLIES	\$333.57
		132025	GENERAL FUND	MIDDLE/JUNIOR HIGH PROGRAMS	SUPPLIES	\$70.87
		132025	GENERAL FUND	SERVICE DIRECTION, STUDENT SUPPORT	SUPPLIES	\$27.63
		132025	GENERAL FUND	SPEECH PATHOLOGY	SUPPLIES	\$63.13
		132025	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	SUPPLIES	\$82.15
				Total for AMAZON		\$1,329.53
ARNOLD, CHRISTINA A		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$250.00
BADGER, CYNTHIA D		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$500.00
BARRON'S HOME FURNISHINGS		131933	GENERAL FUND	OFFICE OF THE PRINCIPAL	NON CONSUMABLE SUPPLIES	\$2,000.00
BEAMAN, JESS		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$500.00
BELL, WADE L		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$500.00
BICOASTAL MEDIA		131934	GENERAL FUND	INFORMATION SERVICES	ADVERTISING	\$590.00

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Fund: 100	GENERAL FUND	Check#	FUND	FUNCTION	OBJECT	Amount
BIO-MED TESTING SERVICES INC						
		131935	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	NON INSTRUCTIONAL PROFESSIONAL & TECH	\$150.00
		132026	GENERAL FUND	STAFF SERVICES	NON INSTRUCTIONAL PROFESSIONAL & TECH	\$375.00
Total for BIO-MED TESTING SERVICES INC						\$525.00
BLUE STAR GAS						
		131889	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	FUEL	\$1,462.30
		132027	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	FUEL	\$1,168.94
Total for BLUE STAR GAS						\$2,631.24
BROOKINGS ELECTRONIC SERVICE, INC						
		131860	GENERAL FUND	LIFE SKILLS	REPAIR AND MAINTENANCE	\$2,000.00
CANON FINANCIAL SERVICES INC.						
		131861	GENERAL FUND	ELEMENTARY	RENTALS	\$15.62
		131861	GENERAL FUND	ELEMENTARY	REPAIR AND MAINTENANCE	\$0.00
		131861	GENERAL FUND	FISCAL SERVICES	RENTALS	\$4.47
		131861	GENERAL FUND	FISCAL SERVICES	REPAIR AND MAINTENANCE	\$0.00
		131861	GENERAL FUND	STUDENTS WITH DISABILITIES	RENTALS	\$4.47
		131861	GENERAL FUND	STUDENTS WITH DISABILITIES	REPAIR AND MAINTENANCE	\$0.00
		131936	GENERAL FUND	ELEMENTARY	RENTALS	\$1,091.76
		131936	GENERAL FUND	ELEMENTARY	REPAIR AND MAINTENANCE	\$1,059.30
		131936	GENERAL FUND	FISCAL SERVICES	RENTALS	\$132.22
		131936	GENERAL FUND	FISCAL SERVICES	REPAIR AND MAINTENANCE	\$48.44
		131936	GENERAL FUND	HIGH SCHOOL PROGRAMS	RENTALS	\$700.82
		131936	GENERAL FUND	HIGH SCHOOL PROGRAMS	REPAIR AND MAINTENANCE	\$332.57
		131936	GENERAL FUND	MIDDLE/JUNIOR HIGH PROGRAMS	RENTALS	\$583.70
		131936	GENERAL FUND	MIDDLE/JUNIOR HIGH PROGRAMS	REPAIR AND MAINTENANCE	\$326.78
		131936	GENERAL FUND	OFFICE OF THE PRINCIPAL	RENTALS	\$19.80

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Fund: 100	GENERAL FUND	Check#	FUND	FUNCTION	OBJECT	Amount
Remit Name						
		131936	GENERAL FUND	OFFICE OF THE PRINCIPAL	REPAIR AND MAINTENANCE	\$12.89
		131936	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	RENTALS	\$19.55
		131936	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	REPAIR AND MAINTENANCE	\$21.51
		131936	GENERAL FUND	STUDENTS WITH DISABILITIES	RENTALS	\$269.74
		131936	GENERAL FUND	STUDENTS WITH DISABILITIES	REPAIR AND MAINTENANCE	\$58.27
		132028	GENERAL FUND	ELEMENTARY	RENTALS	\$247.28
		132028	GENERAL FUND	FISCAL SERVICES	RENTALS	\$4.47
		132028	GENERAL FUND	FISCAL SERVICES	REPAIR AND MAINTENANCE	\$0.00
		132028	GENERAL FUND	STUDENTS WITH DISABILITIES	RENTALS	\$4.47
		132028	GENERAL FUND	STUDENTS WITH DISABILITIES	REPAIR AND MAINTENANCE	\$0.00
				Total for CANON FINANCIAL SERVICES INC.		\$4,958.13
CANON SOLUTIONS AMERICA						
		131890	GENERAL FUND	OFFICE OF THE PRINCIPAL	REPAIR AND MAINTENANCE	\$38.77
		131890	GENERAL FUND	OFFICE OF THE PRINCIPAL	SUPPLIES	\$0.00
				Total for CANON SOLUTIONS AMERICA		\$38.77
CASCADE HOME CENTER						
		131862	GENERAL FUND	CARE AND UPKEEP OF BUILDINGS	SUPPLIES	\$119.96
		131937	GENERAL FUND	HIGH SCHOOL PROGRAMS	SUPPLIES	\$140.90
		131937	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	SUPPLIES	\$38.98
		132030	GENERAL FUND	CARE & UPKEEP OF GROUNDS	SUPPLIES	\$64.95
				Total for CASCADE HOME CENTER		\$364.79
CASTILLO, KARISSA J						
		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$250.00
CASTLEBERRY, CHRISTINE						
		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$500.00
CDW - GOVERNMENT INC						

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Fund: 100	GENERAL FUND	Check#	FUND	FUNCTION	OBJECT	Amount
Remit Name						
		132031	GENERAL FUND	FISCAL SERVICES	SUPPLIES	\$243.02
CHETCO AUTOMOTIVE MARINE & INDUSTRIAL						
		131863	GENERAL FUND	CARE & UPKEEP OF GROUNDS	SUPPLIES	\$50.60
		132032	GENERAL FUND	CARE & UPKEEP OF GROUNDS	SUPPLIES	\$12.52
				Total for CHETCO AUTOMOTIVE MARINE & INDUSTRIAL		\$63.12
CHIRINIAN, HELENA						
		131938	GENERAL FUND	BOARD OF DIRECTORS	TRAVEL	\$596.13
CITY OF BROOKINGS						
		131891	GENERAL FUND	MAINTENANCE SERVICES	WATER AND SEWAGE	\$3,997.57
CLARK, MANDY E						
		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$250.00
COASTAL PAPER & SUPPLY INC						
		131864	GENERAL FUND	CARE AND UPKEEP OF BUILDINGS	SUPPLIES	\$79.50
COOS CURRY ELECTRIC CO-OP INC						
		131893	GENERAL FUND	MAINTENANCE SERVICES	ELECTRICITY	\$14,430.69
		132034	GENERAL FUND	MAINTENANCE SERVICES	ELECTRICITY	\$949.06
				Total for COOS CURRY ELECTRIC CO-OP INC		\$15,379.75
CORPENING, DANIELLE L						
		131939	GENERAL FUND	FISCAL SERVICES	TRAVEL	\$280.59
CORPENING, JULIETTE						
		131922	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$250.00
CORRIGAN, AMY M						
		131923	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$250.00
COSA						
		132035	GENERAL FUND	OFFICE OF THE PRINCIPAL	TRAVEL	\$138.00
		132035	GENERAL FUND	STAFF SERVICES	ADVERTISING	\$550.00
				Total for COSA		\$688.00
CROUCH, CINDY L						

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Fund: 100	GENERAL FUND	Check#	FUND	FUNCTION	OBJECT	Amount
Remit Name						
		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$250.00
CROWE, PEGGY D						
		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$250.00
CTR INC						
		131865	GENERAL FUND	MAINTENANCE SERVICES	GARBAGE	\$3,487.52
		131865	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	GARBAGE	\$920.15
				Total for CTR INC		\$4,407.67
DEL-CUR SUPPLY CO-OP						
		131940	GENERAL FUND	CARE & UPKEEP OF GROUNDS	SUPPLIES	\$758.80
DIETRICH, DANNIELLE						
		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$500.00
EARL, MOLLY E						
		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$250.00
ESS WEST, LLC						
		0	GENERAL FUND	ALTERNATIVE EDUCATION	ESS Certified Substitutes	\$262.89
		0	GENERAL FUND	ALTERNATIVE EDUCATION	LICENSED SALARIES	\$262.88
		0	GENERAL FUND	CARE AND UPKEEP OF BUILDINGS	ESS Classified Substitutes	\$4,309.49
		0	GENERAL FUND	EDUCATIONAL MEDIA SERVICES	ESS Classified Substitutes	\$476.97
		0	GENERAL FUND	ELEMENTARY	ESS Certified Substitutes	\$2,497.45
		0	GENERAL FUND	ELEMENTARY	ESS Classified Substitutes	\$491.61
		0	GENERAL FUND	HIGH SCHOOL PROGRAMS	ESS Certified Substitutes	\$17,317.75
		0	GENERAL FUND	HIGH SCHOOL PROGRAMS	LICENSED SALARIES	\$420.62
		0	GENERAL FUND	LIFE SKILLS	CLASSIFIED SALARIES	\$742.89
		0	GENERAL FUND	LIFE SKILLS	ESS Certified Substitutes	\$1,445.89
		0	GENERAL FUND	LIFE SKILLS	ESS Classified Substitutes	\$1,264.11
		0	GENERAL FUND	MIDDLE/JUNIOR HIGH PROGRAMS	ESS Certified Substitutes	\$13,670.25
		0	GENERAL FUND	MIDDLE/JUNIOR HIGH PROGRAMS	LICENSED SALARIES	\$1,314.45

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Remit Name						
		0	GENERAL FUND	OFFICE OF THE PRINCIPAL	ESS Classified Substitutes	\$700.80
		0	GENERAL FUND	SPEECH PATHOLOGY	ESS Classified Substitutes	\$1,195.64
		0	GENERAL FUND	STUDENTS WITH DISABILITIES	ESS Certified Substitutes	\$657.22
		0	GENERAL FUND	STUDENTS WITH DISABILITIES	ESS Classified Substitutes	\$831.59
		0	GENERAL FUND	Undesignated	Prepaid Expenses	(\$11,540.35)
				Total for ESS WEST, LLC		\$36,322.15
ESTELLE, RALPH		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$250.00
EVERYDAY SPEECH		132038	GENERAL FUND	SPEECH PATHOLOGY	SUPPLIES	\$399.99
FAR WEST STEEL		131866	GENERAL FUND	HIGH SCHOOL PROGRAMS	SUPPLIES	\$1,287.40
FIELDPRINT, INC.		131895	GENERAL FUND	FISCAL SERVICES	DUES AND FEES	\$50.00
FIRST STUDENT INC		131867	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	TRAVEL	\$4,430.58
FLEETPRIDE, INC.		131896	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	SUPPLIES	\$12.54
FOLLETT CONTENT SOLUTIONS, LLC		131941	GENERAL FUND	EDUCATIONAL MEDIA SERVICES	LIBRARY BOOKS	\$936.51
FOLSOM HIGH SCHOOL MUSIC BOOSTERS		132039	GENERAL FUND	HIGH SCHOOL PROGRAMS	TRAVEL	\$750.00
FULTON, JASON P		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$500.00
FULTON, KRISTI J		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$500.00
		131853	GENERAL FUND	GUIDANCE SERVICES	TRAVEL	\$59.00

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		Total for FULTON, KRISTI J		\$559.00
GARRETT HEMANN ROBERTSON PC	131942	GENERAL FUND	OFFICE OF THE SUPERINTENDENT LEGAL SERVICES	\$5,101.85
GARRISON, SANDRA M	0	GENERAL FUND	Undesignated Payroll Deductions and Withholdings	\$250.00
GOLD BEACH LUMBER	131869	GENERAL FUND	HIGH SCHOOL PROGRAMS SUPPLIES	\$801.17
	131900	GENERAL FUND	HIGH SCHOOL PROGRAMS SUPPLIES	\$125.64
	132041	GENERAL FUND	HIGH SCHOOL PROGRAMS SUPPLIES	\$805.26
		Total for GOLD BEACH LUMBER		\$1,732.07
GOVERNMENT ETHICS COMMISSION	131943	GENERAL FUND	OFFICE OF THE SUPERINTENDENT DUES AND FEES	\$1,323.95
GP ENERGY	131901	GENERAL FUND	STUDENT TRANSPORTATION SERVICES FUEL	\$1,909.44
	132043	GENERAL FUND	STUDENT TRANSPORTATION SERVICES FUEL	\$1,496.41
		Total for GP ENERGY		\$3,405.85
GUTIERREZ, DARCIE J	0	GENERAL FUND	Undesignated Payroll Deductions and Withholdings	\$500.00
HAUBER, EVA	131924	GENERAL FUND	Undesignated Payroll Deductions and Withholdings	\$500.00
HENDRIX, APRIL	131855	GENERAL FUND	GUIDANCE SERVICES TRAVEL	\$59.00
HERFF JONES, INC.	131904	GENERAL FUND	GUIDANCE SERVICES SUPPLIES	\$54.32
HERNANDEZ, FRANK A	0	GENERAL FUND	Undesignated Payroll Deductions and Withholdings	\$250.00
HERNANDEZ, LYNETTE	0	GENERAL FUND	Undesignated Payroll Deductions and Withholdings	\$250.00
HOLLORAN ROUSE, NICOLE				

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Fund: 100	GENERAL FUND	Check#	FUND	FUNCTION	OBJECT	Amount
Remit Name						
		131925	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$250.00
HOVEN, KENDRA K		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$500.00
HSI EMERGENCY CARE SOLUTIONS, INC		131870	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	NON INSTRUCTIONAL PROFESSIONAL & TECH	\$256.32
HUNT, TRUDY E		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$250.00
HURLEY, LESLIE A		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$500.00
IN-MOTION GRAPHICS		131906	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	SUPPLIES	\$163.00
IRON MOUNTAIN NC		131907	GENERAL FUND	FISCAL SERVICES	NON INSTRUCTIONAL PROFESSIONAL & TECH	\$164.17
JEFFERIES, ANGELA L		131926	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$250.00
KERR, ROBIN		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$250.00
KLEESPIES, KRISTY A		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$500.00
LA FLOR DE MEXICO		131948	GENERAL FUND	OFFICE OF THE PRINCIPAL	SUPPLIES	\$325.00
LAMB, CHRISTINA E		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$500.00
LANGUAGE LINE SERVICES, INC.		131908	GENERAL FUND	INTERPRETATION AND TRANSLATION	NON INSTRUCTIONAL PROFESSIONAL & TECH	\$125.00
LEASE QUERY		131949	GENERAL FUND	FISCAL SERVICES	COMPUTER SOFTWARE	\$5,400.00

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Remit Name						
LEIGH, MAUREEN F		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$250.00
LENHARDT, CHEYENNE M		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$250.00
LOPEZ-STONE, JENNIFER C		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$500.00
MATHISON, LUKE T		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$500.00
MAXIM HEALTHCARE STAFFING SERVICES		131951	GENERAL FUND	PSYCHOLOGICAL SERVICES	NON INSTRUCTIONAL PROFESSIONAL & TECH	\$14,960.00
		131951	GENERAL FUND	STUDENTS WITH DISABILITIES	PROFESSIONAL AND TECHNICAL SERVICES	\$14,960.00
Total for MAXIM HEALTHCARE STAFFING SERVICES						\$29,920.00
MCQUEEN, MICHAEL		131856	GENERAL FUND	HIGH SCHOOL PROGRAMS	TRAVEL	\$29.50
MCVAY, MELANIE		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$500.00
MILLS, TRISHA L		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$250.00
MISSION LINEN SUPPLY		131871	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	SUPPLIES	\$87.07
		131909	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	SUPPLIES	\$104.35
		132048	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	SUPPLIES	\$214.85
Total for MISSION LINEN SUPPLY						\$406.27
MONAZI, AMANDA N		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$250.00
MORRIS, MELINDA						

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Fund: 100	GENERAL FUND	Check#	FUND	FUNCTION	OBJECT	Amount
Remit Name						
		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$250.00
NAPA AUTO PARTS						
		131954	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	SUPPLIES	\$66.49
		132050	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	SUPPLIES	\$28.53
				Total for NAPA AUTO PARTS		\$95.02
NIDIFFER, ALAN						
		132051	GENERAL FUND	BOARD OF DIRECTORS	TRAVEL	\$566.63
NOLTE, BRITT C						
		131927	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$250.00
NORTHWEST REGIONAL ESD						
		131874	GENERAL FUND	OFFICE OF THE SUPERINTENDENT	DUES AND FEES	\$656.00
PARCHMENT LLC						
		131955	GENERAL FUND	GUIDANCE SERVICES	COMPUTER SOFTWARE	\$1,750.00
PAYNE, JANECE						
		131956	GENERAL FUND	BOARD OF DIRECTORS	TRAVEL	\$737.37
Petrevics, Andrew E						
		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$500.00
PROCARE THERAPY, INC.						
		131875	GENERAL FUND	OTHER STUDENT TREATMENT OT/PT	NON INSTRUCTIONAL PROFESSIONAL & TECH	\$3,280.00
		131875	GENERAL FUND	SPEECH PATHOLOGY	NON INSTRUCTIONAL PROFESSIONAL & TECH	\$2,044.50
		131912	GENERAL FUND	OTHER STUDENT TREATMENT OT/PT	NON INSTRUCTIONAL PROFESSIONAL & TECH	\$3,280.00
		131912	GENERAL FUND	SPEECH PATHOLOGY	NON INSTRUCTIONAL PROFESSIONAL & TECH	\$2,001.00
		131957	GENERAL FUND	OTHER STUDENT TREATMENT OT/PT	NON INSTRUCTIONAL PROFESSIONAL & TECH	\$3,280.00
		131957	GENERAL FUND	SPEECH PATHOLOGY	NON INSTRUCTIONAL PROFESSIONAL & TECH	\$2,044.50

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Remit Name						
		132053	GENERAL FUND	OTHER STUDENT TREATMENT OT/PT	NON INSTRUCTIONAL PROFESSIONAL & TECH	\$5,904.00
		132053	GENERAL FUND	SPEECH PATHOLOGY	NON INSTRUCTIONAL PROFESSIONAL & TECH	\$3,828.00
				Total for PROCARE THERAPY, INC.		\$25,662.00
PRUITT, ASHLEY M		131928	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$250.00
PURCHASE POWER		131958	GENERAL FUND	FISCAL SERVICES	POSTAGE	\$1,005.00
QUILL CORPORATION		131876	GENERAL FUND	ELEMENTARY	SUPPLIES	\$139.76
		131914	GENERAL FUND	HIGH SCHOOL PROGRAMS	SUPPLIES	\$20.39
		131914	GENERAL FUND	NURSE SERVICES	SUPPLIES	\$24.74
		131959	GENERAL FUND	ELEMENTARY	SUPPLIES	\$182.03
		131959	GENERAL FUND	HIGH SCHOOL PROGRAMS	SUPPLIES	\$156.69
		131959	GENERAL FUND	NURSE SERVICES	SUPPLIES	\$172.72
				Total for QUILL CORPORATION		\$696.33
RALEIGH, BONNIE		131857	GENERAL FUND	HIGH SCHOOL PROGRAMS	TRAVEL	\$132.75
RASKAUSKAS-COONS, NANCY		131960	GENERAL FUND	BOARD OF DIRECTORS	TRAVEL	\$392.44
RIDGE, KEN		131915	GENERAL FUND	HIGH SCHOOL PROGRAMS	TRAVEL	\$14.75
ROSE, TRASEE A		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$250.00
RYAN, JOAN L		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$500.00
SAUCERMAN, LAURA		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$500.00

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Fund: 100	GENERAL FUND	Check#	FUND	FUNCTION	OBJECT	Amount
SAUNDERS, ALEXIS N.		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$500.00
SAUNDERS, FAITH L		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$250.00
SHAW, MONICA A		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$250.00
SHEW, LORINDA		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$500.00
SHIELDS, ALISON		131929	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$500.00
SLATER, DANIELLE M		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$500.00
SMITH, JILL J		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$250.00
SMITH, SEAN		0	GENERAL FUND	STUDENTS WITH DISABILITIES	PROFESSIONAL AND TECHNICAL SERVICES	\$2,947.50
SPARKMAN, BREANNA M		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$500.00
STUMPENHAUS, WADE C		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$250.00
SWEETWATER		131882	GENERAL FUND	HIGH SCHOOL PROGRAMS	SUPPLIES	\$1,300.00
TEACH CONSTRUCTION		131968	GENERAL FUND	HIGH SCHOOL PROGRAMS	SUPPLIES	\$875.00
TEACHERS PAY TEACHERS		131969	GENERAL FUND	HIGH SCHOOL PROGRAMS	SUPPLIES	\$15.74
		131969	GENERAL FUND	LIFE SKILLS	SUPPLIES	\$196.94
		132056	GENERAL FUND	HIGH SCHOOL PROGRAMS	SUPPLIES	\$46.99

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				Total for TEACHERS PAY TEACHERS		\$259.67
THE LINCOLN ELECTRIC COMPANY						
	132057	GENERAL FUND	HIGH SCHOOL PROGRAMS	SUPPLIES		\$782.50
TROST, JONATHAN						
	131970	GENERAL FUND	BOARD OF DIRECTORS	TRAVEL		\$566.63
TYREE OIL, INC						
	131884	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	FUEL		\$2,596.57
UMPQUA BANK						
	0	GENERAL FUND	ELEMENTARY	COMPUTER SOFTWARE		\$299.97
	0	GENERAL FUND	ELEMENTARY	SUPPLIES		\$495.29
	0	GENERAL FUND	FISCAL SERVICES	DUES AND FEES		\$258.00
	0	GENERAL FUND	FISCAL SERVICES	POSTAGE		\$28.75
	0	GENERAL FUND	GUIDANCE SERVICES	SUPPLIES		\$120.84
	0	GENERAL FUND	GUIDANCE SERVICES	TRAVEL		\$356.72
	0	GENERAL FUND	HIGH SCHOOL PROGRAMS	SUPPLIES		\$656.05
	0	GENERAL FUND	INFORMATION SERVICES	SUPPLIES		\$134.89
	0	GENERAL FUND	LIFE SKILLS	NON CONSUMABLE SUPPLIES		\$1,521.60
	0	GENERAL FUND	MIDDLE/JUNIOR HIGH PROGRAMS	DUES AND FEES		\$250.00
	0	GENERAL FUND	MIDDLE/JUNIOR HIGH PROGRAMS	SUPPLIES		\$237.60
	0	GENERAL FUND	OFFICE OF THE PRINCIPAL	TRAVEL		\$550.00
	0	GENERAL FUND	SERVICE DIRECTION, STUDENT SUPPORT	PROFESSIONAL AND TECHNICAL SERVICES		\$330.00
	0	GENERAL FUND	SERVICE DIRECTION, STUDENT SUPPORT	SUPPLIES		\$551.25
	0	GENERAL FUND	SERVICE DIRECTION, STUDENT SUPPORT	TRAVEL		\$481.38
	0	GENERAL FUND	STUDENT SAFETY	SUPPLIES		\$2,869.00
	0	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	DUES AND FEES		(\$350.00)
	0	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	SUPPLIES		\$652.54
	0	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	TRAVEL		\$431.78

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Remit Name						
		0	GENERAL FUND	STUDENTS WITH DISABILITIES	SUPPLIES	\$246.00
		0	GENERAL FUND	TECHNOLOGY DIRECTOR	TRAVEL	\$39.40
		0	GENERAL FUND	TECHNOLOGY SERVICES	COMPUTER SOFTWARE	\$484.50
				Total for UMPQUA BANK		\$10,645.56
US CELLULAR		131917	GENERAL FUND	ALTERNATIVE EDUCATION	TELEPHONE	\$155.59
		132059	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	Other Communication Services	\$640.37
				Total for US CELLULAR		\$795.96
WALKER, PATRICIA		131972	GENERAL FUND	BOARD OF DIRECTORS	TRAVEL	\$596.13
WALLIN, TERI A		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$500.00
WALTON SOBERON, JODY L		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$500.00
WESEL, DUSTIN		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$250.00
WEST COAST PAPER INC		132061	GENERAL FUND	ELEMENTARY	SUPPLIES	\$315.36
		132061	GENERAL FUND	FISCAL SERVICES	SUPPLIES	\$315.36
		132061	GENERAL FUND	HIGH SCHOOL PROGRAMS	SUPPLIES	\$315.36
		132061	GENERAL FUND	MIDDLE/JUNIOR HIGH PROGRAMS	SUPPLIES	\$315.36
		132061	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	SUPPLIES	\$175.20
		132061	GENERAL FUND	STUDENTS WITH DISABILITIES	SUPPLIES	\$315.36
				Total for WEST COAST PAPER INC		\$1,752.00
WESTERN BUS SALES INC		131920	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	SUPPLIES	\$594.41

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Remit Name						
WESTOVER, LISA		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$500.00
WOODEL, LISA A		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$500.00
YOCKEY, ALEXIS R		0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	\$500.00
ZIPLY FIBER		131973	GENERAL FUND	CARE & UPKEEP OF GROUNDS	TELEPHONE	\$74.48
		131973	GENERAL FUND	FISCAL SERVICES	TELEPHONE	\$173.78
		131973	GENERAL FUND	MAINTENANCE SERVICES	TELEPHONE	\$74.48
		131973	GENERAL FUND	OFFICE OF THE PRINCIPAL	TELEPHONE	\$1,564.06
		131973	GENERAL FUND	SERVICE DIRECTION, STUDENT SUPPORT	TELEPHONE	\$148.96
		131973	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	TELEPHONE	\$148.96
		131973	GENERAL FUND	TECHNOLOGY DIRECTOR	TELEPHONE	\$148.96
		132063	GENERAL FUND	CARE & UPKEEP OF GROUNDS	TELEPHONE	\$3.01
		132063	GENERAL FUND	FISCAL SERVICES	TELEPHONE	\$19.04
		132063	GENERAL FUND	OFFICE OF THE PRINCIPAL	TELEPHONE	\$72.16
		132063	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	TELEPHONE	\$3.01
Total for ZIPLY FIBER						\$2,430.90
Total for GENERAL FUND						\$213,247.20

Fund: 202	Title I-A	Check#	FUND	FUNCTION	OBJECT	Amount
Remit Name						
ESS WEST, LLC		0	Title I-A	TITLE 1A PROGRAM	ESS Certified Substitutes	\$788.67
		0	Title I-A	TITLE 1A PROGRAM	ESS Classified Substitutes	\$1,643.93
Total for ESS WEST, LLC						\$2,432.60

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Fund: 202		Title I-A				
Remit Name	Check#	FUND	FUNCTION	OBJECT		Amount
FRED MEYER CUSTOMER CHARGES						
	131898	Title I-A	TITLE 1A PROGRAM	SUPPLIES		\$124.68
MORRIS, GWEN						
	131872	Title I-A	COMMUNITY SERVICES	PROFESSIONAL AND TECHNICAL SERVICES		\$400.00
	131953	Title I-A	COMMUNITY SERVICES	PROFESSIONAL AND TECHNICAL SERVICES		\$295.00
Total for MORRIS, GWEN						\$695.00
Total for Title I-A						\$3,252.28

Fund: 208		IDEA GRANT				
Remit Name	Check#	FUND	FUNCTION	OBJECT		Amount
ESS WEST, LLC						
	0	IDEA GRANT	LIFE SKILLS	ESS Certified Substitutes		\$525.78
MAXIM HEALTHCARE STAFFING SERVICES						
	131951	IDEA GRANT	STUDENTS WITH DISABILITIES	PROFESSIONAL AND TECHNICAL SERVICES		\$12,696.88
Total for IDEA GRANT						\$13,222.66

Fund: 215		E-RATE FUTURE TECHNOLOGY FUNDS				
Remit Name	Check#	FUND	FUNCTION	OBJECT		Amount
ZIPLY FIBER						
	131921	E-RATE FUTURE TECHNOLOGY FUNDS	TECHNOLOGY SERVICES	Other Communication Services		\$1,256.00
Total for E-RATE FUTURE TECHNOLOGY FUNDS						\$1,256.00

Fund: 216		ESSER III				
Remit Name	Check#	FUND	FUNCTION	OBJECT		Amount
AMAZON						
	131858	ESSER III	ELEMENTARY	SUPPLIES		\$1,413.99
	131858	ESSER III	HIGH SCHOOL PROGRAMS	SUPPLIES		\$303.00
	131858	ESSER III	MIDDLE/JUNIOR HIGH PROGRAMS	SUPPLIES		\$303.00

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Fund: 216		ESSER III		Check#	FUND	FUNCTION	OBJECT	Amount
Remit Name								
		131888	ESSER III			ELEMENTARY	SUPPLIES	(\$8.91)
		131888	ESSER III			HIGH SCHOOL PROGRAMS	SUPPLIES	(\$1.90)
		131888	ESSER III			MIDDLE/JUNIOR HIGH PROGRAMS	SUPPLIES	(\$1.92)
						Total for AMAZON		\$2,007.26
BELONG PARTNERS								
		131859	ESSER III			INSTR. STAFF DEVELOPMENT	PROFESSIONAL AND TECHNICAL SERVICES	\$0.00
ESS WEST, LLC								
		0	ESSER III			ALTERNATIVE EDUCATION	ESS Certified Substitutes	\$262.89
		0	ESSER III			ELEMENTARY	ESS Certified Substitutes	\$131.44
						Total for ESS WEST, LLC		\$394.33
K12 MANAGEMENT DBA FUELED								
		131947	ESSER III			ALTERNATIVE EDUCATION	COMPUTER SOFTWARE	\$2,200.00
UMPQUA BANK								
		0	ESSER III			INSTR. STAFF DEVELOPMENT	TRAVEL	\$499.66
						Total for ESSER III		\$5,101.25
Fund: 224		Emergency Connectivity Funds		Check#	FUND	FUNCTION	OBJECT	Amount
Remit Name								
US CELLULAR								
		131917	Emergency Connectivity Funds			TECHNOLOGY SERVICES	Other Communication Services	\$201.30
						Total for Emergency Connectivity Funds		\$201.30
Fund: 251		SCHOOL IMPROVEMENT ACCOUNT (SIA)		Check#	FUND	FUNCTION	OBJECT	Amount
Remit Name								
AMAZON								
		131931	SCHOOL IMPROVEMENT ACCOUNT (SIA)			MIDDLE/JUNIOR HIGH PROGRAMS	SUPPLIES	\$335.00
BELONG PARTNERS								
		131859	SCHOOL IMPROVEMENT ACCOUNT (SIA)			INSTR. STAFF DEVELOPMENT	TRAVEL	\$3,182.15

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Fund: 251		SCHOOL IMPROVEMENT ACCOUNT (SIA)				
Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount	
ESS WEST, LLC						
	0	SCHOOL IMPROVEMENT ACCOUNT (SIA)	ELEMENTARY	ESS Certified Substitutes	\$1,314.45	
	0	SCHOOL IMPROVEMENT ACCOUNT (SIA)	ELEMENTARY	ESS Classified Substitutes	\$133.99	
	0	SCHOOL IMPROVEMENT ACCOUNT (SIA)	MIDDLE/JUNIOR HIGH PROGRAMS	ESS Certified Substitutes	\$131.44	
Total for ESS WEST, LLC					\$1,579.88	
JARED SCOTT LIVE, LLC						
	132047	SCHOOL IMPROVEMENT ACCOUNT (SIA)	HIGH SCHOOL PROGRAMS	NON INSTRUCTIONAL PROFESSIONAL & TECH	\$5,000.00	
QUILL CORPORATION						
	131959	SCHOOL IMPROVEMENT ACCOUNT (SIA)	ELEMENTARY	SUPPLIES	\$36.00	
Total for SCHOOL IMPROVEMENT ACCOUNT (SIA)					\$10,133.03	

Fund: 252		HIGH SCHOOL SUCCESS - M98				
Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount	
AIRGAS CO						
	132024	HIGH SCHOOL SUCCESS - M98	HIGH SCHOOL PROGRAMS	SUPPLIES	\$637.40	
AMAZON						
	132025	HIGH SCHOOL SUCCESS - M98	HIGH SCHOOL PROGRAMS	SUPPLIES	\$143.99	
CANON SOLUTIONS AMERICA						
	132029	HIGH SCHOOL SUCCESS - M98	HIGH SCHOOL PROGRAMS	SUPPLIES	\$202.74	
ESS WEST, LLC						
	0	HIGH SCHOOL SUCCESS - M98	HIGH SCHOOL PROGRAMS	ESS Certified Substitutes	\$262.87	
	0	HIGH SCHOOL SUCCESS - M98	HIGH SCHOOL PROGRAMS	LICENSED SALARIES	\$52.58	
	0	HIGH SCHOOL SUCCESS - M98	MIDDLE/JUNIOR HIGH PROGRAMS	LICENSED SALARIES	\$315.49	
Total for ESS WEST, LLC					\$630.94	
MORIN'S SCREEN PRINT						
	131952	HIGH SCHOOL SUCCESS - M98	HIGH SCHOOL PROGRAMS	SUPPLIES	\$573.80	
SOUTHWESTERN OR COMMUNTY COLLEGE						

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Fund: 252 HIGH SCHOOL SUCCESS - M98		Check#	FUND	FUNCTION	OBJECT	Amount
Remit Name						
		131962	HIGH SCHOOL SUCCESS - M98	HIGH SCHOOL PROGRAMS	OTHER TUITION	\$710.25
STEVE WEISS MUSIC						
		132054	HIGH SCHOOL SUCCESS - M98	MIDDLE/JUNIOR HIGH PROGRAMS	SUPPLIES	\$255.00
UMPQUA BANK						
		0	HIGH SCHOOL SUCCESS - M98	HIGH SCHOOL PROGRAMS	SUPPLIES	\$51.04
Total for HIGH SCHOOL SUCCESS - M98						\$3,205.16
Fund: 261 Miscellaneous		Check#	FUND	FUNCTION	OBJECT	Amount
Remit Name						
UMPQUA BANK						
		0	Miscellaneous	COMMUNITY SERVICES	SUPPLIES	\$114.38
Total for Miscellaneous						\$114.38
Fund: 265 EIS-Early Indicator Intervention Systems		Check#	FUND	FUNCTION	OBJECT	Amount
Remit Name						
WILLAMETTE ESD						
		132062	EIS-Early Indicator Intervention Systems	HIGH SCHOOL PROGRAMS	COMPUTER SOFTWARE	\$2,400.45
Total for EIS-Early Indicator Intervention Systems						\$2,400.45
Fund: 272 Furniture Fund		Check#	FUND	FUNCTION	OBJECT	Amount
Remit Name						
AMAZON						
		132025	Furniture Fund	MIDDLE/JUNIOR HIGH PROGRAMS	NON CONSUMABLE SUPPLIES	(\$1,198.04)
Total for Furniture Fund						(\$1,198.04)
Fund: 274 HS Co-Curricular		Check#	FUND	FUNCTION	OBJECT	Amount
Remit Name						
ARNOLD, CHRISTI						
		131852	HS Co-Curricular	HIGH SCHOOL EXTRACURRICULAR	TRAVEL	\$44.25
COOS BROOKINGS SOCCER REFEREE ASSOCIATIO						

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Fund: 274		HS Co-Curricular					
Remit Name	Check#	FUND	FUNCTION	OBJECT			Amount
	131892	HS Co-Curricular	HIGH SCHOOL EXTRACURRICULAR	DUES AND FEES			\$3,584.42
GUY, DAVID S							
	131854	HS Co-Curricular	HIGH SCHOOL EXTRACURRICULAR	TRAVEL			\$59.00
	131902	HS Co-Curricular	HIGH SCHOOL EXTRACURRICULAR	TRAVEL			\$103.25
			Total for GUY, DAVID S				\$162.25
HODGE, SHANE							
	131905	HS Co-Curricular	HIGH SCHOOL EXTRACURRICULAR	TRAVEL			\$103.25
OSAA							
	131911	HS Co-Curricular	HIGH SCHOOL EXTRACURRICULAR	DUES AND FEES			\$2,136.00
SOUTHERN OREGON SOCCER OFFICIALS ASSOC.							
	131879	HS Co-Curricular	HIGH SCHOOL EXTRACURRICULAR	DUES AND FEES			\$590.00
SOUTHWESTERN OREGON BASKETBALL OFFICIALS							
	131963	HS Co-Curricular	HIGH SCHOOL EXTRACURRICULAR	TRAVEL			\$8,320.00
SWOFOA							
	131965	HS Co-Curricular	HIGH SCHOOL EXTRACURRICULAR	DUES AND FEES			\$891.50
SWOVOA							
	131966	HS Co-Curricular	HIGH SCHOOL EXTRACURRICULAR	DUES AND FEES			\$2,713.75
UMPQUA BANK							
	0	HS Co-Curricular	HIGH SCHOOL EXTRACURRICULAR	TRAVEL			\$375.50
WALLIN III, LAWRENCE K							
	131919	HS Co-Curricular	HIGH SCHOOL EXTRACURRICULAR	TRAVEL			\$1,078.53
YREKA HIGH SCHOOL BASKETBALL							
	132018	HS Co-Curricular	HIGH SCHOOL EXTRACURRICULAR	DUES AND FEES			\$400.00
			Total for HS Co-Curricular				\$20,399.45

Fund: 275		Azalea MS Athletics					
Remit Name	Check#	FUND	FUNCTION	OBJECT			Amount
ARNOLD, CHRISTI							
	131852	Azalea MS Athletics	MIDDLE/JUNIOR HIGH PROGRAMS	TRAVEL			\$29.50

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Fund: 275 Azalea MS Athletics		Check#	FUND	FUNCTION	OBJECT	Amount
Remit Name						
		131932	Azalea MS Athletics	MIDDLE/JUNIOR HIGH PROGRAMS	TRAVEL	\$29.50
				Total for ARNOLD, CHRISTI		\$59.00
CRESCENT CITY JAYCEES		132036	Azalea MS Athletics	MIDDLE/JUNIOR HIGH EXTRACURRICULAR	SUPPLIES	\$180.00
HANSEN, LINSIE		131944	Azalea MS Athletics	MIDDLE/JUNIOR HIGH PROGRAMS	TRAVEL	\$29.50
		132044	Azalea MS Athletics	MIDDLE/JUNIOR HIGH PROGRAMS	TRAVEL	\$44.25
				Total for HANSEN, LINSIE		\$73.75
HARDING, JARRED		131945	Azalea MS Athletics	MIDDLE/JUNIOR HIGH PROGRAMS	TRAVEL	\$29.50
MARSHFIELD JUNIOR HIGH SCHOOL		131950	Azalea MS Athletics	MIDDLE/JUNIOR HIGH EXTRACURRICULAR	SUPPLIES	\$55.00
RIDDELL/ALL AMER SPORTS CORP INC		131877	Azalea MS Athletics	MIDDLE/JUNIOR HIGH EXTRACURRICULAR	SUPPLIES	\$437.08
RIDGE, KEN		131961	Azalea MS Athletics	MIDDLE/JUNIOR HIGH PROGRAMS	TRAVEL	\$44.25
SOUTHWESTERN OREGON WRESTLING OFFC ASSO		131880	Azalea MS Athletics	MIDDLE/JUNIOR HIGH EXTRACURRICULAR	SUPPLIES	\$450.83
SWOFOA		131965	Azalea MS Athletics	MIDDLE/JUNIOR HIGH EXTRACURRICULAR	SUPPLIES	\$134.34
				Total for Azalea MS Athletics		\$1,463.75

Fund: 277 HB3499 ELL		Check#	FUND	FUNCTION	OBJECT	Amount
Remit Name						
AMAZON		132025	HB3499 ELL	ELL-ORS	SUPPLIES	\$346.52
US CELLULAR						

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Fund: 277		HB3499 ELL		Check#	FUND	FUNCTION	OBJECT	Amount
Remit Name								
		131917	HB3499 ELL			ELL-ORS	TELEPHONE	\$21.22
Total for HB3499 ELL								\$367.74

Fund: 283		TEXTBOOK ADOPTION		Check#	FUND	FUNCTION	OBJECT	Amount
Remit Name								
AMAZON		131888	TEXTBOOK ADOPTION			ELEMENTARY	TEXTBOOKS	\$280.65
Total for TEXTBOOK ADOPTION								\$280.65

Fund: 285		FACILITY MAINTENANCE		Check#	FUND	FUNCTION	OBJECT	Amount
Remit Name								
AMAZON		131931	FACILITY MAINTENANCE			MAINTENANCE SERVICES	REPAIR AND MAINTENANCE	\$809.47
BROOKINGS ELECTRONIC SERVICE, INC		131860	FACILITY MAINTENANCE			MAINTENANCE SERVICES	REPAIR AND MAINTENANCE	\$160.92
CASCADE HOME CENTER		131937	FACILITY MAINTENANCE			MAINTENANCE SERVICES	REPAIR AND MAINTENANCE	\$1,229.72
		132030	FACILITY MAINTENANCE			MAINTENANCE SERVICES	REPAIR AND MAINTENANCE	\$250.00
Total for CASCADE HOME CENTER								\$1,479.72
CURRY EQUIPMENT-BROOKINGS		132037	FACILITY MAINTENANCE			MAINTENANCE SERVICES	REPAIR AND MAINTENANCE	\$259.69
FREEMAN ROCK INC		132040	FACILITY MAINTENANCE			MAINTENANCE SERVICES	REPAIR AND MAINTENANCE	\$694.40
GOLD BEACH LUMBER		132041	FACILITY MAINTENANCE			MAINTENANCE SERVICES	REPAIR AND MAINTENANCE	\$48.95
NAPA AUTO PARTS		131873	FACILITY MAINTENANCE			MAINTENANCE SERVICES	REPAIR AND MAINTENANCE	\$7.46
UMPQUA BANK		0	FACILITY MAINTENANCE			MAINTENANCE SERVICES	REPAIR AND MAINTENANCE	\$639.10

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Fund: 285		FACILITY MAINTENANCE				
Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount	
UMPQUA SHEET METAL, INC.						
	132058	FACILITY MAINTENANCE	MAINTENANCE SERVICES	REPAIR AND MAINTENANCE	\$5,884.16	
Total for FACILITY MAINTENANCE					\$9,983.87	

Fund: 290		LOCAL FOOD FOR SCHOOLS				
Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount	
ALEXANDRE FAMILY FARM LLC						
	131887	LOCAL FOOD FOR SCHOOLS	FOOD SERVICES	FOOD	\$2,430.00	
	131930	LOCAL FOOD FOR SCHOOLS	FOOD SERVICES	FOOD	\$1,360.80	
Total for ALEXANDRE FAMILY FARM LLC					\$3,790.80	
UMPQUA BANK						
	0	LOCAL FOOD FOR SCHOOLS	FOOD SERVICES	FOOD	\$3,048.00	
Total for LOCAL FOOD FOR SCHOOLS					\$6,838.80	

Fund: 291		HIGH SCHOOL STUDENT BODY				
Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount	
AMAZON						
	131858	HIGH SCHOOL STUDENT BODY	HIGH SCHOOL EXTRACURRICULAR	SUPPLIES	\$671.87	
	131858	HIGH SCHOOL STUDENT BODY	HIGH SCHOOL PROGRAMS	SUPPLIES	\$175.27	
	131888	HIGH SCHOOL STUDENT BODY	HIGH SCHOOL EXTRACURRICULAR	SUPPLIES	\$15.17	
Total for AMAZON					\$862.31	
CTR INC						
	131894	HIGH SCHOOL STUDENT BODY	HIGH SCHOOL EXTRACURRICULAR	SUPPLIES	\$125.71	
GEAR UP SPORTS						
	131899	HIGH SCHOOL STUDENT BODY	HIGH SCHOOL EXTRACURRICULAR	SUPPLIES	\$900.00	
IN-MOTION GRAPHICS						
	132045	HIGH SCHOOL STUDENT BODY	HIGH SCHOOL EXTRACURRICULAR	SUPPLIES	\$189.00	
NECTAR OF LIFE COFFEE						
	131910	HIGH SCHOOL STUDENT BODY	HIGH SCHOOL EXTRACURRICULAR	SUPPLIES	\$117.70	
QTEES						

Brookings-Harbor School Dist. 17C

Expenditure Summary Report

Fiscal Year: 2023-2024

Criteria: Report Sort: Fund

From Date: 11/01/2023

To Date: 11/30/2023

Fund: 291		HIGH SCHOOL STUDENT BODY				
Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount	
QUILL CORPORATION	131913	HIGH SCHOOL STUDENT BODY	HIGH SCHOOL EXTRACURRICULAR	SUPPLIES	\$498.00	
	131914	HIGH SCHOOL STUDENT BODY	HIGH SCHOOL EXTRACURRICULAR	SUPPLIES	\$596.67	
	131959	HIGH SCHOOL STUDENT BODY	HIGH SCHOOL EXTRACURRICULAR	SUPPLIES	\$157.49	
Total for QUILL CORPORATION					\$754.16	
SWOVOA	131966	HIGH SCHOOL STUDENT BODY	HIGH SCHOOL EXTRACURRICULAR	DUES AND FEES	\$2,773.75	
	0	HIGH SCHOOL STUDENT BODY	HIGH SCHOOL EXTRACURRICULAR	SUPPLIES	\$7,662.13	
UMPQUA BANK	0	HIGH SCHOOL STUDENT BODY	HIGH SCHOOL EXTRACURRICULAR	TRAVEL	\$409.68	
	0	HIGH SCHOOL STUDENT BODY	HIGH SCHOOL PROGRAMS	SUPPLIES	\$1,762.73	
	Total for UMPQUA BANK					\$9,834.54
Total for HIGH SCHOOL STUDENT BODY					\$16,055.17	

Fund: 292		AZALEA STUDENT BODY				
Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount	
AMAZON	131858	AZALEA STUDENT BODY	MIDDLE/JUNIOR HIGH EXTRACURRICULAR	SUPPLIES	\$10.99	
	131888	AZALEA STUDENT BODY	MIDDLE/JUNIOR HIGH EXTRACURRICULAR	SUPPLIES	\$147.94	
	132025	AZALEA STUDENT BODY	MIDDLE/JUNIOR HIGH EXTRACURRICULAR	SUPPLIES	\$303.60	
Total for AMAZON					\$462.53	
GOPHER	132042	AZALEA STUDENT BODY	MIDDLE/JUNIOR HIGH EXTRACURRICULAR	SUPPLIES	\$176.29	
HEALY AWARDS, INC.	131903	AZALEA STUDENT BODY	MIDDLE/JUNIOR HIGH EXTRACURRICULAR	SUPPLIES	\$404.53	
JADEN KENNEDY						

Brookings-Harbor School Dist. 17C

Expenditure Summary Report

Fiscal Year: 2023-2024

Criteria: Report Sort: Fund

From Date: 11/01/2023

To Date: 11/30/2023

Fund: 292		AZALEA STUDENT BODY				
Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount	
	132046	AZALEA STUDENT BODY	MIDDLE/JUNIOR HIGH EXTRACURRICULAR	SUPPLIES	\$487.00	
MORIN'S SCREEN PRINT						
	132049	AZALEA STUDENT BODY	MIDDLE/JUNIOR HIGH EXTRACURRICULAR	SUPPLIES	\$304.70	
PETTY CASH CUSTODIAN 1						
	132052	AZALEA STUDENT BODY	MIDDLE/JUNIOR HIGH EXTRACURRICULAR	SUPPLIES	\$500.00	
UMPQUA BANK						
	0	AZALEA STUDENT BODY	MIDDLE/JUNIOR HIGH EXTRACURRICULAR	SUPPLIES	\$432.46	
Total for AZALEA STUDENT BODY					\$2,767.51	

Fund: 293		KALMIOPSIS STUDENT BODY				
Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount	
HARPER, LISA						
	131946	KALMIOPSIS STUDENT BODY	ELEMENTARY COCURRICULAR	SUPPLIES	\$1,100.00	
UMPQUA BANK						
	0	KALMIOPSIS STUDENT BODY	ELEMENTARY COCURRICULAR	SUPPLIES	\$68.71	
Total for KALMIOPSIS STUDENT BODY					\$1,168.71	

Fund: 296		F2CNP COMPETITIVE				
Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount	
UMPQUA BANK						
	0	F2CNP COMPETITIVE	FOOD SERVICES	FOOD	\$2,886.00	
Total for F2CNP COMPETITIVE					\$2,886.00	

Fund: 299		Nutrition Services				
Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount	
COASTAL PAPER & SUPPLY INC						
	132033	Nutrition Services	FOOD SERVICES	SUPPLIES	\$464.25	
CTR INC						
	131865	Nutrition Services	FOOD SERVICES	GARBAGE	\$2,601.96	

Brookings-Harbor School Dist. 17C

Expenditure Summary Report

Fiscal Year: 2023-2024

Criteria: Report Sort: Fund

From Date: 11/01/2023

To Date: 11/30/2023

Fund: 299	Nutrition Services		Check#	FUND	FUNCTION	OBJECT	Amount
Remit Name							
ESS WEST, LLC			0	Nutrition Services	FOOD SERVICES	ESS Classified Substitutes	\$232.40
FRANZ FAMILY BAKERIES			131868	Nutrition Services	FOOD SERVICES	FOOD	\$748.68
			131897	Nutrition Services	FOOD SERVICES	FOOD	\$297.93
					Total for FRANZ FAMILY BAKERIES		\$1,046.61
SEQUENTIAL ENVIRONMENTAL SERVICES, LLC			131878	Nutrition Services	FOOD SERVICES	REPAIR AND MAINTENANCE	\$0.00
SUNRISE DISTRIBUTORS INC			131881	Nutrition Services	FOOD SERVICES	FOOD	\$1,323.40
			131916	Nutrition Services	FOOD SERVICES	FOOD	\$690.75
			131964	Nutrition Services	FOOD SERVICES	FOOD	\$929.85
			132055	Nutrition Services	FOOD SERVICES	FOOD	\$706.70
					Total for SUNRISE DISTRIBUTORS INC		\$3,650.70
SYSCO PORTLAND, INC.			131883	Nutrition Services	FOOD SERVICES	FOOD	\$7,462.57
			131967	Nutrition Services	FOOD SERVICES	FOOD	\$8,672.22
					Total for SYSCO PORTLAND, INC.		\$16,134.79
UMPQUA BANK			0	Nutrition Services	FOOD SERVICES	DUES AND FEES	\$0.00
			0	Nutrition Services	FOOD SERVICES	FOOD	\$0.00
			0	Nutrition Services	FOOD SERVICES	SUPPLIES	\$0.00
			0	Nutrition Services	FOOD SERVICES	TRAVEL	\$748.35
					Total for UMPQUA BANK		\$748.35
US FOODS			131885	Nutrition Services	FOOD SERVICES	FOOD	\$3,694.56
			131918	Nutrition Services	FOOD SERVICES	FOOD	\$5,214.09

Brookings-Harbor School Dist. 17C

Expenditure Summary Report

Fiscal Year: 2023-2024

Criteria: Report Sort: Fund

From Date: 11/01/2023

To Date: 11/30/2023

Fund: 299 Nutrition Services		Check#	FUND	FUNCTION	OBJECT	Amount
Remit Name						
		131971	Nutrition Services	FOOD SERVICES	FOOD	\$3,415.41
		132060	Nutrition Services	FOOD SERVICES	FOOD	\$4,431.84
				Total for US FOODS		\$16,755.90
ZIPLY FIBER						
		131973	Nutrition Services	FOOD SERVICES	TELEPHONE	\$148.96
		132063	Nutrition Services	FOOD SERVICES	TELEPHONE	\$3.01
				Total for ZIPLY FIBER		\$151.97
				Total for Nutrition Services		\$41,786.93
					Grand Total:	<u>\$354,934.25</u>

Recap for FUND for GENERAL FUND

100	GENERAL FUND	\$213,247.20
202	Title I-A	\$3,252.28
208	IDEA GRANT	\$13,222.66
215	E-RATE FUTURE TECHNOLOGY I	\$1,256.00
216	ESSER III	\$5,101.25
224	Emergency Connectivity Funds	\$201.30
251	SCHOOL IMPROVEMENT ACCOU	\$10,133.03
252	HIGH SCHOOL SUCCESS - M98	\$3,205.16
261	Miscellaneous	\$114.38
265	EIIS-Early Indicator Intervention Sys	\$2,400.45
272	Furniture Fund	-\$1,198.04
274	HS Co-Curricular	\$20,399.45
275	Azalea MS Athletics	\$1,463.75
277	HB3499 ELL	\$367.74
283	TEXTBOOK ADOPTION	\$280.65
285	FACILITY MAINTENANCE	\$9,983.87
290	LOCAL FOOD FOR SCHOOLS	\$6,838.80
291	HIGH SCHOOL STUDENT BODY	\$16,055.17
292	AZALEA STUDENT BODY	\$2,767.51
293	KALMIOPSIS STUDENT BODY	\$1,168.71
296	F2CNP COMPETITIVE	\$2,886.00
299	Nutrition Services	\$41,786.93

End of Report



Driving for Success: Empowering High School Golf

Bandon Dunes 2023 Grant Application

Brookings-Harbor High School

Max Whitley
625 Pioneer Rd
Brookings, Oregon 97415

maxw@brookings.k12.or.us
O: 541-469-2108

Max Whitley

208 tanbark
Brookings, Oregon 97415

maxw@brookings.k12.or.us
O: 5412905300

Application Form

Basic Information

INSTRUCTIONS: Please provide clear and concise answers to the questions in the fields below. Your response is limited to the space provided. These limits are meant to suggest a maximum, not necessarily recommended, length. A single-spaced typed page in 12-point font is roughly 3,300 characters. Please note that character limits include spaces. When drafting narrative responses, we recommend using word processing software that will check spelling and count characters prior to inputting in the system. Note that the system cannot save your draft if any responses or file uploads exceed the indicated character and file size limits.

Legal Name of Organization*

Brookings-Harbor High School Boys/Girls Golf Team

Contact Information*

Please provide the mailing address, phone number, and email address of the contact person for this grant application.

Max Whitley
Maxw@brookings.k12.or.us
(541)-290-5300
8293, 625 Pioneer Rd, Brookings, OR 97415

Grant Administrator

Provide the mailing address, phone number, and email address of your organization's grant administrator, if different from above.

Max Whitley
Maxw@brookings.k12.or.us
(541)-290-5300
8293, 625 Pioneer Rd, Brookings, OR 97415

Organizational Background

Number of Full-Time Employees*

1

Mission Statement*

Provide organization's official mission statement or describe your mission. Please note if there are any significant changes to your mission.

The mission of our high school golf team is to foster a supportive and competitive environment where student-athletes can develop their golf skills, sportsmanship, and teamwork. We are committed to promoting discipline, dedication, and a passion for the game, while also striving for excellence both on and off the golf course.

Geographic Area*

Please select the geographic area or areas in which your organization operates.

Brookings

Project Proposal

Project Name*

Name of Project

Driving for Success: Empowering High School Golf

Project Amount Requested

Amount Requested

\$5,000.00

Description*

Provide a brief description of the project and the activities associated with the project.

Equipment Upgrades: We will invest in updated golf equipment and apparel, ensuring that our team has access to the best resources for their training and competitions.

Tournament Participation: The grant will support our team's participation in various golf tournaments, enabling them to gain valuable experience and compete at a higher level.

Sportsmanship and Leadership Workshops: We will organize workshops to instill values of sportsmanship, teamwork, and leadership among our team members.

The project aims to not only enhance the skills of our high school golf team but also promote values of dedication, sportsmanship, and community involvement.

Affordability: Reduce the financial barriers to golf by providing lower-cost or subsidized access to golf courses, driving ranges, and equipment for lower-income students.

Project Purpose, Goals and Objectives*

Briefly describe the need or purpose of the project.

The purpose of the "Driving for Success: Empowering High School Golf" project is to address the need for improved resources and opportunities for the high school golf team. It aims to enhance the team's skills,

provide better equipment, and foster values of sportsmanship and community engagement, ultimately enabling student-athletes to excel in golf and life beyond the course.

The overarching goal is to break down financial and access barriers, providing lower-income students with the means to participate in golf and access the potential benefits of the sport, including educational opportunities and personal growth.

Mentorship: Connect lower-income students with mentors and role models in the golf community to inspire and guide them on their golfing journey.

Project Timeline*

Describe the timeline of your project. Please include key project dates and milestones.

January 1, Order team bags/rain gear/range finders/balls/gear

January 15, Order team jerseys and start scheduling overnight trips

February 29, Finalize rosters and order any addition gear. Finalize any travel/Overnight trips.

April 1, Review gear/golf supplies and order any missing or low inventory supplies.

Previous Grantee Award Accomplishments*

Describe how your previous award was used and what it accomplished.

No previous awards have been issued.

Attachments

Additional Documentation

If desired, you may upload any other documents that you feel are pertinent to the project and grant application.

Electronic Signature

Authorized Signature*

Enter your name, title, and the date of submission (e.g. Erin Smith, Executive Director, 9/12/13)

Max Whitley

Head Golf Coach Boys/Girls

10/16/2023

By entering your name, title, and date above, you certify that you are an officer, managing employee, or other duly authorized agent for the eligible grantee and are authorized to submit the above request for funding.*

I agree

You certify that the statements contained in this application are true, accurate, and complete to the best of your knowledge and belief.*

I agree

File Attachment Summary

Applicant File Uploads

No files were uploaded

WILD RIVERS COAST ALLIANCE
57744 ROUND LAKE ROAD
BANDON, OR 97411
T: (541) 347-8843
E: msimonds@bandondunesgolf.com
W: www.bandondunesgolf.com



DECEMBER 6, 2023

BROOKINGS-HARBOR HIGH SCHOOL
625 PIONEER RD.
BROOKINGS, OR 97415

Dear Max:

We are pleased to inform you that we have approved a 2023 grant to your organization in the amount of \$7,000 and is subject to the terms and conditions contained in the enclosed Grant Agreement. We are still in the process of transitioning to Bandon Dunes Charitable Foundation (BDCF), so this year you will be receiving contracts through Wild Rivers Coast Alliance, the previous name of the grant making for Bandon Dunes Golf Resort. You may receive communication throughout the year for this grant from BDCF.

We would like to congratulate your organization on its valuable work and wish you great success in this endeavor.

Sincerely,

A handwritten signature in black ink that reads "M. Simonds".

Marie Simonds
Executive Director
Wild Rivers Coast Alliance
Bandon Dunes Charitable Foundation



Grant Agreement

GRANTEE: **BROOKINGS-HARBOR HIGH SCHOOL**
 625 PIONEER RD.
 BROOKINGS, OR 97415

GRANT AMOUNT: \$ 7,000

To be paid out within 21 days of receipt of return of signed agreement

FUNDING DESCRIPTION: Girls Golf program \$3,500; Boys Golf program \$3,500

GRANT PERIOD: 2024

A. Requirements

1. This Grant may be used only for funding as described above.
2. Wild Rivers Coast Alliance approval must be obtained for any modification of the objectives, use of expenditures in excess of 15% variance in any budget line item or a movement to a previously unfunded line item, or modification to the agreed time period of the project for which grant funds have been awarded.
3. Wild Rivers Coast Alliance must be promptly notified about any of the following during the grant period: change in primary contact and key personnel of the project or organization; change in address or phone number; change in name of organization; or any development that significantly affects the operation of the project or the organization.
4. The Grantee will provide Wild Rivers Coast Alliance with the project report(s) and evaluation(s) described in Section C. Project Reports and Evaluations of this Agreement. The primary contact will be responsible for completing all reporting requirements; our records indicate that Max Whitley is the primary contact for this grant.
5. If the Grantee fails or becomes unable for any reason to perform the specific project within the specified Grant Period, unless extended by Wild Rivers Coast Alliance; or if conditions arise that make the project untenable; or if Grantee materially breaches this Agreement, all grant funds that may be deemed unearned, unjustified or inappropriately expended must be returned to or withheld by Wild Rivers Coast Alliance. Wild Rivers Coast Alliance maintains the right to nullify the grant in such circumstances.



6. To the fullest extent permitted by law, Grantee shall release, indemnify, defend and hold harmless Wild Rivers Coast Alliance, Bandon Dunes Golf Resort, The Keiser Family, and its directors, officers, trustees, employees, representatives and agents from and against any and all claims, demands, suits, damages, liabilities, injuries (personal or bodily), property damage, causes of action, losses, judgments, costs, expenses and penalties, including, without limitation, court costs and attorney's fees, arising out of (directly or indirectly) or related in any way to the negligent or wrongful acts or omissions of Grantee or any Grantee Organization director, officer, employee or agent in connection with this Grant or the Project, except to the extent resulting from the negligent or wrongful acts or omissions of Wild Rivers Coast Alliance.

B. Unexpended Funds

If the funds have not been completely expended at the end of the grant period, 12/31/24, the Grantee agrees to immediately notify Wild Rivers Coast Alliance and provide a statement of the balance. Wild Rivers Coast Alliance may request a plan for using the remaining funds and will approve or disapprove Grantee's plan in writing. Unexpended funds, which must be returned to Wild Rivers Coast Alliance, shall be refunded pursuant to Wild Rivers Coast Alliance's instructions. The Grantee should not return funds without consultation with Wild Rivers Coast Alliance.

C. Project Reports and Evaluations

Wild Rivers Coast Alliance and the Grantee need certain data to properly evaluate the progress, success and the impact made by this grant. During the grant period Grantee will be required to submit to Wild Rivers Coast Alliance specific reports which may include interim progress, financial, annual and/or final report. Grantee is required to submit a final report by request.

D. Publicity

Please contact our grant making office at 541.347.8843 or via email at pthompson@bandondunesgolf.com if you seek information regarding publicizing this grant.

E. Legal, Ethical and Responsible Conduct

Wild Rivers Coast Alliance expects all Grantees to maintain the highest standards of behavior at all times with priority on individual and community safety, obeying the law, managing finances with integrity, treating others with respect, accurately representing information, maintaining academic honesty and respecting intellectual property rights and protecting youth and the vulnerable. At its sole discretion, Wild Rivers Coast Alliance may revoke a grant award to a Grantee observed engaging in any of the following prohibited behaviors:

- Discrimination based on race, color, gender, religion, marital status, national origin, sexual orientation, political affiliation, age or any other characteristic protected under federal or state law.
- Serious violations of federal, state, or local law



- Physical, verbal or sexual abuse or harassment
- Neglect of the needs of children, youth or vulnerable populations
- Misrepresentation of information

F. Special Conditions

These funds are for intended for use as described in the funding description above, which is approved by Wild Rivers Coast Alliance upon finalization of this agreement, and are contingent on the following:

- Signed Grant Agreement
- Release of funds contingent on receipt of signed Agreement

If this document correctly sets forth your understanding of the terms of this grant, please countersign this Agreement and return all pages of the original document to Wild Rivers Coast Alliance.

Agreed to & Accepted on behalf of:

**Wild Rivers Coast Alliance
Bandon Dunes Golf Resort**

By: Marie Simonds
 Marie Simonds
 Executive Director
 Wild Rivers Coast Alliance
 Bandon Dunes Charitable Foundation

Date: 12/6/23

Brookings - Harbor School District
Brookings - Harbor High School
~~Boys & Girls Club of Southwestern Oregon~~

By: Helena Chirinian
 Printed Name: Helena Chirinian
 Title: Superintendent

Date: 12/8/23





Comments from the Superintendent

December 13, 2023



December



District Level Committees

Equity Committee

Senate Bill 732

- shall be selected by the school board and superintendent
- include staff, students, parents and community members
- scope of the bill
- September 2025

Wellness Committee

- Wellness policy
- Review by committee
- Scope of the proposed policy requires input by staff

Scheduling Committee

- Calendar for 24-25 and 25-26
- Daily building schedules
- District level master calendar
- Conversation around improving attendance from a systems perspective

Dec. 11, 2023

MEMO

To: BHSD School Board Members

From: Tristan Harkins, Principal, Brookings-Harbor High School

Subject: Curriculum Adoption Proposal - Carpentry Seventh Edition

Background

I am writing to forward this proposal for the adoption of a new textbook and workbook for use in current Brookings-Harbor High School Career Technical Education course offerings such as:

- Woodworking I and II
- Construction Trades I and II
- Creative Metal and Wood Arts
- Mechanical CAD/Drafting

After careful consideration and review, and with the recommendation of current teacher Gary Suter, we are proposing the adoption of the Carpentry 7th Edition textbook (2021) by Leonard Koel and the Workbook Carpentry by Thomas E. Proctor, published by ATP (American Technical Publishers).

This is the first textbook adoption for this topic. It will not replace an existing classroom text. This adoption will help ensure students receive up-to-date and relevant content.

Rational

The textbook covers a wide range of topics, providing a comprehensive overview of carpentry principles, techniques, and industry best practices. The accompanying workbook, includes interactive activities and assessments that enhance student engagement. The content of the Carpentry reflects current industry trends, ensuring that students are well-prepared for real-world applications and potential careers. The textbook features clear and concise language, accompanied by detailed illustrations and diagrams, facilitating an effective learning experience for students.

Budgetary Considerations

A cost analysis has been conducted, and we find that the adoption of the Carpentry falls within our allocated budget for curriculum resources. The total cost for a set of 35 classroom textbooks and workbooks is ~\$7,000.

Next Steps

The text will be on display in the district office for a public review and comment period and will come before the board again at the January 2024 Regular Meeting as an Action Item to adopt.

We recommend that the School Board approves the adoption of the Carpentry textbook and workbook effective for the 2nd semester of the 2023-24 academic year.

December 2023 Board Report: High School

Behavior:

The building leadership team created a process and continuum of consequences to address electronic devices within the school. Staff has been informed about the process that will be used schoolwide. Families will be informed of the policy changes and how we will address it moving forward. The yearbook class took time to create a video to show students during advisory as to how cell phones will be addressed. While staff has already been stricter in addressing cell phones within grade levels, our schoolwide push will begin upon the return of students in January. After a recommendation from the data team, we will also have staff teach lessons about respect as there has been continued behavior referrals concerning defiance.

MTSS:

Since the last school board meeting, the building leadership team met to discuss and review our MTSS processes. A tiered fidelity index was completed for our Tier 1 practices. During our next meeting, we will compile a list of actionable items so that we can strengthen our schoolwide practices. One of those actionable items will be to update our schoolwide behavior matrix. With universal expectations and common language among staff, student misbehavior will decrease. Another will be common meeting processes and procedures to ensure meetings are quick and concise.

Other items:

Our counseling department had their application week in November. A number of students received help in the Bruin Center with completing FAFSA, financial aid, and college applications. The counseling department was able to bring in outside help from SWOCC employees to speak with students about post-graduation options and guidance in the entirety of the application process.

As winter sports have begun, I've been in attendance at the family sports nights that Mr. Wallen has conducted. There have already been a couple of home sporting events for basketball. It has been great to spend time with and continue to build relationships with students and community members in a setting outside of school hours.

The Panorama survey was implemented the first week of December. There were some technological hiccups along the way, but with support from Mrs. Nigh we were able to get it out to the students. Staff surveys will be completed shortly as well.

I had an initial meeting with a representative from the Tolowa to help address truancy and drug and alcohol prevention among Native American students. They have a healing-to-wellness program that looks beneficial in addressing Tier 3 supports for students and families that are open to it. Further work needs to be done, but it could be a promising option to keep some

students out of the legal system and get them back on a positive path. Through that meeting, we've also made connections as to support our Social Studies department for local tribal and cultural knowledge and for our Native Voices club.

Our instrumental concert will be on December 14. Student work and projects will also be on display for the community to view. Families and community members will have the opportunity to see the work that The Social Studies and English departments have done a wonderful job working together on comprehensive units around Native American culture and history. The student's research and writing projects will be on display, along with a number of other student works from other content areas as well.



Azalea Middle School
Brookings, OR 97415
541-469-7427
Vickie Nigh, Principal
Matt Bennett, Assistant Principal

December 2023 BOARD REPORT

Student Relationships: Social Emotional Learning (SEL)

The staff continue to work through Belonging Partners lessons and Basic Project lessons during cohort classes for all grade levels. We have started conducting effective classroom meetings. AMS will conduct school relationship mapping which includes both staff and students when we come back from Winter Break. Staff will identify students in each grade level that they feel a connection with, then students will complete a survey either identifying connections with adults or not feeling connected at school. We will be continuing our work building stronger relationships with students and reaching out to students that do not feel connected. We held an assembly for our honor roll, we had approximately 120 students for the 1st quarter honor roll!



6th grade students



7th grade students



8th grade students

Data Team

Our data team will be meeting once a month to review and analyze discipline data. This information will help us pinpoint problem behaviors and time/location in order to improve practices and meet student needs.

Sports

Girls' basketball and wrestling are in full swing. AMS has a new cheer coach and the students cheered at our last home basketball game. It was fantastic! Our 8th grade girls basketball team is still undefeated.

Student attendance for the month of November:

6th grade 92.14%

7th grade 92.34%

8th grade 91.87%

Overall 92.11%

Staff Recruitment/Retention

We meet together three Wednesdays a month from 1:30-2:45. We debrief as a staff on our week and address any concerns. We go over any events that have taken place for staff input on how to improve our practices (Fall Carnival, conferences, Turkey Trot, dance, block schedule, ect). Staff are participating in holiday cheer and celebrations. We are participating in secret Pal, buying small gifts for one another, and will have a meal together on the 15th.

December Dates:

12/1 Winter Dance 6pm-8pm

12/2 Caroling with Salvation Army @Fredmeyer

12/8 School Spirit Day-Blue/Silver

12/10 Caroling with Salvation Army @Fredmeyer

12/12 Winter Band Concert 6:00pm

12/15 Ugly Sweater Day

12/18-1/1 Winter Break/No school



BROOKINGS-HARBOR
"Every Student Can Succeed"

Kalmiopsis Elementary

December 2023 Board Report
Kalmiopsis Elementary School



**In Person = 90% (Not as reported in last Board Meeting)
The rest were done via email or phone calls.**



Students help OMSI staff conduct experiments that vividly demonstrate the predictable (and sometimes unpredictable!) reactions of matter, including some that have explosive results. Topics include nature of chemical reactions, physical vs. chemical changes and safety.



Monthly Assemblies:

We celebrate birthdays, attendance, golden awards and upcoming events. We end our assemblies with a staff and student activity. The students are chosen from PBIS ticket buckets. Mr. Olsen has 13 weeks of 92% attendance with Ms. Lehr coming in second at 12. Mr. Olsen's class had tacos for the longest running classroom. Every classroom who accomplishes 4-8-12-16 weeks of 92% wins that level of activity.

- 4 Weeks = Otter pops
- 8 Weeks = Extra Recess
- 12 Weeks = Treat/Activity of Choice
- 16 Weeks = Popcorn

Schoolwide our Attendance has been 92% and above September-December!



First Grade Christmas Concert



4th Grade Music Concert



We appreciate your continued support as we serve our students and families.

Thank you,
Carol Leonard, Principal
Nick Chapman, Assistant Principal



Department of Special Programs
Lynn Schiermeyer, Director of Special Programs

Brookings Harbor School District
629 Easy St. Brookings, OR 97415

Phone 541-412-1488

Fax 541-469-6599

www.brookings.k12.or.us

December 7, 2023

Our alternative education department is working with the teachers who grade Edgenuity (on-line learning program used for credit recovery at the high school level and our alternative education programs) assignments to reinforce our policy around Academic Integrity. We are discussing strategies that are progressive in the level of consequences while educating our students on plagiarism and academic dishonesty.

New curriculum, National Geographic Reach for the Stars series, was purchased for the English Language Development department at the end of last school year. Students are eagerly engaging in both the book/workbook and online formats. Students are using the online curriculum at home and excitedly reporting their progress to the teacher. We hope to see improved language acquisition and development as well as improved scores on the ELPA assessments.

We have taken the Parent Liaison position and added an instructional assistant component. This will allow the Parent Liaison to continue to support the parents by providing an inclusive setting as well as the students with class work at all levels.

Sincerely,

Lynn Schiermeyer



Brookings-Harbor School District

629 Easy St.

Brookings, OR 97415

541 469-7443

Fax 541 469-6599

www.brookings.k12.or.us

Food Services December 2023 Board Report

The Food Services Department is successfully feeding the students at all three schools free-of-charge this school year.

Here are the November numbers:

- Kalmiopsis, out 546 students, 58% us free, and 7% reduced. 4,566 breakfast meals were served and 5,498 lunches.
- Azalea, out of 339 students, 55% are free and 5% Reduced. 1,834 Breakfast meals were served and 3,461 lunches.
- BHHS, out of 453, students, 48% are free and 5% Reduced. 1,113 breakfast meals and 2,249 lunches were served.

~Cindy Badger, Food Service Director



Transportation Department

750 Fern Avenue
Brookings, OR 97415
541 469-2666
Fax 541 469-2098

www.brookings.k12.or.us

To: Brookings Harbor 17C School Board
Re: Transportation Board Report December 2023

Winter sports and field trips are up and running. We have provided 50+ trips within the last month. We are in the hiring process for two substitute drivers. Both are waiting on physicals with our medical provider and will start training soon to help with routes while our regular drivers are on trips, ill or absent for other reasons.

The Transportation Department would like to wish everyone in the district a very Merry Christmas. Enjoy the upcoming break, and we'll see you all after the New Year's celebration.

Thanks,
Michael Knight
Director of Transportation



Technology Department

629 Easy Street (Mailing)

580 Fern Ave (Physical)

Brookings, OR 97415

541 469-7443

Fax 541 469-6599

www.brookings.k12.or.us

December 2023 Board Report

During the month of November, the IT department received 149 new tickets and closed out 160 open tickets. So far in December we have received 24 new tickets. We are continuing to focus on getting the number of outstanding tickets down to a more manageable number so we are able to respond to new issues in a timely manner.

We are moving forward with the work of planning our next round of network changes and upgrades. Once again, this year, we will be able to take advantage of funds available through the ERate Program to purchase, for those network upgrades, additional much needed network equipment. Much of our effort is now shifting towards pro-actively making changes and building in redundancy that will continue to help us make our network more reliable. I am beginning to focus my attention on building a 5 year IT plan that will be our roadmap for future changes and improvements to the technology needs of the district as well as creating and documenting IT policies and SOP's(Standard Operating Procedures) that will help us deliver a consistent, quality service to the students and staff of the district.

Our weekly IT Team meetings continue to be a great opportunity to engage in helpful discussions and collaboration with each other regarding the challenges of providing a quality service to the district and what we can do to continually improve the service we provide. In addition, part of our meeting almost always provides opportunities to increase the technical knowledge and capabilities of our team members.

I appreciate the hard-working members of the IT Team that I have the opportunity to associate with here in the district on a daily basis. Our collective hope is that we can continue to make a positive impact on the learning environment for our students.

Sincerely,

Bruce Raleigh

Director of Technology



Maintenance Department

750 Fern Avenue
Brookings, OR 97415
541 469-7131

Fax 541 469-6599

www.brookings.k12.or.us

To: Brookings Harbor 17C School Board

Re: Maintenance Report December 7th, 2023

Had a meeting on site at Bankus Stadium with Benyon Field Turf, Tidewater Contractors, ZCS Engineering Services, Helena Chirnian, Keith Wallin and Nancy Raskauskas-Coons to go over the upcoming Track and Field Project
Doing interviews for District Security
Also doing interviews for Head Custodian at the High School. Hoping to have both of these positions filled by the beginning of the year
In preparation for the hiring of a new Security person we have been cleaning and touching up the Apartment paint to get it ready
We have all the numbers and paperwork filled out and turned into Ausland to present to the State to continue with the Seismic Grant
We will be installing new cabinets and countertops in the Azalea Staff Room
Installed two sump pumps in front of Kalmiopsis to help drain water in the proper direction during heavy rain fall

Jess Beaman
Maintenance Director
Brookings-Harbor School District 17C



Brookings-Harbor School District

629 Easy St.
Brookings, OR 97415
541 469-7443
Fax 541 469-6599
www.brookings.k12.or.us

Communications December 2023 Board Report

Unexpected School Closure Information

Brookings-Harbor School District 17-C would like to remind parents and community members that the district may need to occasionally close or delay school for bad weather during the winter season. Safety during inclement weather for staff and students always takes priority.

Occasionally, the events that influence a decision to close schools are not weather-related. For example, air quality or interruptions in the ability to heat schools and/or provide power or water to the buildings may result in a school closure. However, of all the events that could result in school closure, weather that brings high winds, snow, hail, or other elements that affect transportation safety is the most common reason for closing schools.

District leadership follows a protocol when making any type of school closure/delay decision. These procedures include careful monitoring of multiple reports, coordinating with local agencies, and evaluating the district's ability to open school doors on-time safely. The decision to close/delay school and school functions is usually made as early in the morning as possible but could occur anytime throughout the day based on current weather conditions. Unless otherwise stated, all activities that take place on school grounds and in school facilities, such as breakfast service, daycare, health clinics, after-school sports, and community meetings, are also canceled during a school closure.

In addition, parents and students can check the OSAA website at www.osaa.org to monitor athletics schedules and find updates about possible reschedules of canceled competitions.

When the decision is made to close or delay school, the following means are used to communicate this closure to parents and to the community:

Where to find school closure information

- [Brookings-Harbor School District website](http://www.brookings.k12.or.us) - Closures are shared in a pop-up message on the main district and school pages.
- Facebook pages for the district and its three schools
- The school district uses an automated call, text, and email service called OneCall to send out urgent messages to staff and to student families
- The Communications Coordinator also sends out information or press releases to local radio stations, local/regional newspapers and news sites, and regional TV stations. However, in recent years, these organizations are not always able to accommodate timely broadcast or publishing depending on the nature of the event, so always check the school channels directly if you are able.

~ Nancy Raskauskas-Coons, Communications Coordinator

Stay Connected: BHSD17C: Web: brookings.k12.or.us/; Social: facebook.com/BHSD17C/

BROOKINGS HARBOR SCHOOL DISTRICT 17C
Revenue and Expenditure Summary/Projection (Unaudited)
Fiscal Year 2023-2024

11/30/2023	1st Quarter Actual	1st Quarter % of Budget	Last Year % of Budget	Actual October	Actual November	Projected December	2nd Quarter Projected YTD	2nd Quarter % of Budget	Last Year % of Budget	3rd Quarter Projected YTD	3rd Quarter % of Budget	Last Year % of Budget	4th Quarter Projected YTD	4th Quarter as % of Budget	Last Year % of Budget	Projected YTD Total	2023-2024 Budget	Projected YTD as % of Budget
REVENUES																		
*Property Taxes	27,206	0.4%	0.3%	25,098	6,216,298	221,159	6,462,555	94.8%	96.7%	401,224	100.7%	102.6%	264,347	104.5%	106.5%	7,155,332	6,845,395	104.5%
Other Local	67,135	19.7%	23.2%	52,212	33,354	30,074	115,640	53.6%	40.3%	157,813	99.9%	110.0%	116,063	133.9%	152.8%	456,652	341,000	133.9%
*Intermediate Sources (Cnty Sch Fund)	147,563	95.8%	0.0%	0	0	0	0	95.8%	107.8%	0	95.8%	107.8%	0	95.8%	107.8%	147,563	153,972	95.8%
ESD Flow-Thru	0	0.0%	0.0%	0	0	0	0	0.0%	0.0%	0	0.0%	0.0%	0	100.0%	93.4%	547,952	547,952	100.0%
*State School Fund	3,264,214	35.0%	34.3%	815,809	815,809	815,809	2,447,427	61.3%	60.0%	2,447,427	87.5%	85.8%	1,160,809	100.0%	97.2%	9,319,877	9,321,495	100.0%
*State Srcs (St Timber, Common Sch Fund)	0	0.0%	0.0%	0	0	0	0	0.0%	0.0%	121,190	61.9%	61.9%	74,000	99.7%	61.9%	195,190	195,703	99.7%
Federal Forest fees	0	0.0%	0.0%	0	0	0	0	0.0%	0.0%	0	0.0%	0.0%	253,384	95.6%	95.6%	253,384	265,000	95.6%
Beginning fund balance	3,400,000	100.0%	124.9%	0	0	0	0	100.0%	124.9%	0	100.0%	124.9%	0	100.0%	124.9%	3,400,000	3,400,000	100.0%
Total Period Revenues	6,906,118			893,119	7,065,461	1,067,042	9,025,623			3,127,654			2,416,556			21,475,950		
Cumulative Revenues	6,906,118	32.8%	31.7%	7,799,237	14,864,699	15,931,741	15,931,741	75.6%	75.0%	19,059,395	90.5%	90.1%	21,475,950	101.9%	100.8%	21,475,950	21,070,517	101.9%
*Offset State Revenue Formula																		

EXPENDITURES by Object

Salaries	1,212,141	13.5%	12.2%	765,759	739,199	805,000	2,309,958	39.1%	34.9%	2,415,000	65.9%	57.40%	3,510,000	104.9%	89.0%	9,447,099	9,004,078	104.9%
Employee Benefits	660,329	11.4%	11.4%	442,263	431,489	460,000	1,333,752	34.6%	34.0%	1,500,000	60.6%	56.6%	2,200,000	98.7%	90.2%	5,694,081	5,769,732	98.7%
Purchased Services	256,666	15.4%	11.4%	196,196	157,220	135,000	488,415	44.6%	39.8%	405,000	68.8%	67.8%	405,000	93.0%	101.1%	1,555,081	1,671,636	93.0%
Supplies/Materials	198,956	22.9%	36.4%	84,533	40,564	36,540	161,636	41.5%	51.3%	150,000	58.8%	82.6%	101,256	70.4%	94.2%	611,849	869,050	70.4%
Other Objects	471,908	103.6%	20.6%	3,303	2,188	1,000	6,491	105.0%	32.2%	3,000	105.7%	32.9%	3,000	106.4%	102.6%	484,399	455,415	106.4%
Transfers	1,006,000	100.0%	100.0%	0	0	0	0	100.0%	100.0%	0	100.0%	100.0%	0	100.0%	100.4%	1,006,000	1,006,000	100.0%
Contingency & Reserves	0	0.0%	0.0%	0	0	0	0	0.0%	0.0%	0	0.0%	0.0%	2,294,606	100.0%	100.0%	2,294,606	2,294,606	100.0%
Total Period Expenditures	3,806,000			1,492,053	1,370,660	1,437,540	4,300,253			4,473,000	59.7%	54.9%	8,513,862	100.1%	93.2%	21,093,116	21,070,517	100.1%
Cumulative Expenditures	3,806,000	18.1%	11.8%	5,298,054	6,668,713	8,106,253	8,106,253	38.5%	36.5%	12,579,253			21,093,116					
Month-end Fund Balance	3,100,118			2,501,184	8,195,985	7,825,488	7,825,488			6,480,141			382,835			382,835	0	

Informational only:

EXPENDITURES by Function

Instruction	731,338	8.2%	8.4%	736,895	720,227	745,000	2,202,122	32.9%	32.4%	2,250,000	58.1%	56.1%	3,200,000	94.0%	91.7%	8,383,460	8,916,002	94.0%
Supporting Services	2,068,662	23.4%	21.1%	755,158	650,433	692,540	2,098,131	47.1%	42.1%	2,223,000	72.2%	64.8%	3,019,257	106.3%	91.0%	9,409,050	8,853,909	106.3%
Other Uses	1,006,000	100.0%	0.0%	0	0	0	0	100.0%	56.7%	0	100.0%	56.7%	0	100.0%	100.2%	1,006,000	1,006,000	100.0%
Contingency & Reserves	0	0.0%	0.0%	0	0	0	0	0.0%	0.0%	0	0.0%	0.0%	2,294,606	100.0%	100.0%	2,294,606	2,294,606	100.0%
Total Period Expenditures	3,806,000	18.1%	11.8%	1,492,053	1,370,660	1,437,540	4,300,254	38.5%	36.5%	4,472,999	59.7%	54.9%	8,513,862	100.1%	93.2%	21,093,114	21,070,517	100.1%

Brookings-Harbor School District

Enrollment Comparison 2023-2024/2022-2023/2021-2022

Current as of December 1, 2023

	September			October			November			December			January			February			March			April			May			June		
Grade	2023	2022	2021	2023	2022	2021	2023	2022	2021	2023	2022	2021	2023	2022	2021	2023	2022	2021	2023	2022	2021	2023	2022	2021	2023	2022	2021	2023	2022	2021
K	87	104	107	88	103	106	89	107	101	88	106	102	109	102	82	108	100	83	107	100	84	109	99	85	109	100	84	108	99	83
1	101	106	96	101	106	97	102	106	96	103	103	97	102	100	100	100	98	102	101	98	103	101	96	105	100	95	105	101	94	104
2	92	100	103	92	100	101	91	100	98	91	98	98	95	97	80	97	97	80	97	95	83	95	94	84	95	92	82	98	91	83
3	89	97	90	89	97	83	92	98	83	90	98	84	97	86	113	91	86	115	91	87	113	92	90	113	92	88	113	93	86	113
4	89	86	119	90	86	116	89	86	113	86	86	116	85	115	93	84	113	92	88	111	91	85	115	92	84	116	90	84	114	91
5	86	122	96	86	123	95	86	124	93	85	125	93	126	92	124	126	90	125	126	91	127	127	92	127	126	93	128	125	91	129
	544	615	611	546	615	598	549	621	584	543	616	590	614	592	597	606	584	601	610	582	606	609	586	602	606	584	602	609	575	603
6	126	94	140	124	93	138	125	94	138	125	94	140	96	140	95	93	137	96	97	136	98	96	136	98	96	135	98	95	133	99
7	94	140	100	94	139	99	92	139	101	90	135	103	134	104	114	132	101	112	133	101	114	132	103	113	132	104	111	128	103	111
8	129	110	116	128	110	113	127	105	111	121	106	111	109	112	113	107	112	114	109	112	113	108	111	114	108	111	114	108	108	114
	349	344	356	346	342	350	344	338	350	336	335	354	339	356	322	332	350	322	339	349	325	336	350	325	336	350	323	331	344	324
9	112	121	123	112	121	122	112	121	122	112	120	121	120	117	127	119	116	127	118	113	129	116	116	129	113	114	129	110	111	128
10	116	116	130	116	114	120	119	114	122	117	113	122	110	122	106	109	118	104	108	118	104	108	117	106	105	114	105	102	112	105
11	106	111	108	107	111	106	105	111	105	103	110	106	107	104	121	105	100	120	107	100	121	104	99	123	106	97	123	103	98	123
12	113	107	153	116	102	131	115	101	126	115	101	124	98	119	127	99	120	126	98	123	126	97	123	125	97	122	122	95	121	123
	447	455	514	451	448	479	451	447	475	447	444	473	435	462	481	432	454	477	431	454	480	425	455	483	421	447	479	410	442	479
Total	1340	1414	1481	1343	1405	1427	1344	1406	1409	1326	1395	1417	1388	1410	1395	1370	1388	1396	1380	1385	1406	1370	1391	1414	1363	1381	1404	1350	1361	1406

STATE OF OREGON GRANT AGREEMENT

“Student Success Act – Student Investment Account”

Grant No. 34335

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Education (“Agency”) and Brookings-Harbor SD 17C (“Grantee”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

Pursuant to the “Student Success Act”, codified at 2019 Oregon Laws Chapter 122 and as amended from time to time (the “Act”). ORS 327.175 Student Investment Account (4) Moneys in the Student Investment Account are continuously appropriated to the Department of Education for the purposes of distributing grants under ORS 327.195.

SECTION 2: PURPOSE

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

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of July 1, 2023 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on September 30, 2024.

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

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

4.2 Grantee’s Grant Manager is:

Helena Chirinian
Brookings-Harbor SD 17C
564 Fern Ave
Brookings, OR 97415-8979

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

SECTION 5: PROJECT ACTIVITIES

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

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$1,342,381.41 (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available in the Student Investment Account (“Funding Source”). A reduction in the monies in the Funding Source may result in a decrease in Grant Funds available to Agency.

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

7.1.1 Subject to the availability of sufficient moneys in and from the Funding Source based on Agency’s reasonable projections of moneys accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.

7.1.2 Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.

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

deficiencies were corrected.

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

7.2.1 Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;

7.2.2 No default as described in Section 15 has occurred; and

7.2.3 Grantee’s representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.

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

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

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

SECTION 8: REPRESENTATIONS AND WARRANTIES

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

8.1.1 Grantee is a District duly organized and validly existing;

8.1.2 Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;

8.1.3 This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;

8.1.4 If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and

8.1.5 There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.

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

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

SECTION 9: OWNERSHIP

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

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

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

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

SECTION 10: CONFIDENTIAL INFORMATION

- 10.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).
- 10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and

preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency's request, Grantee must return or destroy any Confidential Information. If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.

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

SECTION 11: INDEMNITY/LIABILITY

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

SECTION 12: INSURANCE

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

least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar property or facilities.

SECTION 13: GOVERNING LAW, JURISDICTION

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

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

SECTION 15: DEFAULT

- 15.1 Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:
- 15.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;
 - 15.1.2** Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or
 - 15.1.3** A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed

against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.

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

SECTION 16: REMEDIES

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

SECTION 17: WITHHOLDING FUNDS, RECOVERY

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

- 17.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2** Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;

- 17.3 Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or
- 17.4 Any Grant Funds requested by Grantee as payment for deficient activities or materials.

SECTION 18: TERMINATION

- 18.1 **Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.
- 18.2 **By Agency.** Agency may terminate this Grant as follows:
 - 18.2.1 At Agency's discretion, upon 30 days advance written notice to Grantee;
 - 18.2.2 Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;
 - 18.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
 - 18.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.
- 18.3 **By Grantee.** Grantee may terminate this Grant as follows:
 - 18.3.1 If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.
 - 18.3.2 If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or
 - 18.3.3 Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.
- 18.4 **Cease Activities.** Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

SECTION 19: MISCELLANEOUS

- 19.1 Conflict of Interest.** Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.
- 19.2 Nonappropriation.** Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.
- 19.3 Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.
- 19.4 Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- 19.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 19.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.

- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.** Grantee may not, without Agency's prior written consent, enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant. Agency's consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.
- 19.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
- 19.14 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.
- 19.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:
- This Grant less all exhibits
 - Exhibit A (the "Project")
 - Exhibit B (Common and Customized Framework)
 - Exhibit C (Insurance)

19.16 Merger, Waiver. This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

SECTION 20: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

STATE OF OREGON acting by and through its Department of Education

By: Philip Hofmann
Contracting Officer

11/07/2023
Date

Brookings-Harbor SD 17C

By: [Signature]
Authorized Signature

11/27/23
Date

Helena Chirlian
Printed Name

Superintendent
Title

93-6000388
Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Jake Hogue
Assistant Attorney General

November 7, 2023, via email
Date

EXHIBIT A THE PROJECT

SECTION I – BACKGROUND AND GOALS

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

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

The SIA grants are for two purposes:

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

SECTION II – PROJECT DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION III – PROJECT ACTIVITIES

Integrated Plan Implementation

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

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

Grantee must use the Grant Funds only for:

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

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

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

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

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

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

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

SECTION IV – REPORTING REQUIREMENTS

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

Financial Reports

Beginning in October of 2023 and continuing each quarter thereafter, Grantee must submit a financial report detailing its expenditure of Grant Funds to the Agency using the form provided by the Agency. Reports are due 30 days after the end of each fiscal year quarter. The yearly report will be due no later than 60 days after the end of the performance period.

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

Any Grant Funds that are not used by Grantee by September 30 of each grant year, must be returned to Agency for deposit in the Student Investment Account.

Integrated Plan Performance Reporting

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

Beginning in October of 2023 and continuing each quarter thereafter, Grantee must submit a narrative Performance Progress Report detailing its Integrated Plan activities to the Agency using the form provided by the Agency. Reports are due 30 days after the end of each fiscal year quarter. Reports include providing Progress Marker updates. The yearly report will be due no later than 60 days after the end of the performance period.

SIA Grant Monitoring

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

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

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

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

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

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

SECTION V – DISBURSEMENT and REPORTING PROVISIONS

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

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

If this Grant is not fully executed by July 1, annually, the Agency will disburse the Grant Funds within 30 days of the Execution Date.

Agency will disburse the Grant Funds in quarterly disbursements in advance of expenditures, not on a reimbursement basis. While we encourage grantees to draw funds down following the schedule noted above, 100% of funds must be drawn down by June 30th, each year.

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

October 31

January 31

April 30

November 30 (Annual Report)

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

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

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

EXHIBIT B COMMON AND CUSTOMIZED PERFORMANCE FRAMEWORK BROOKINGS-HARBOR SD 17C

SECTION I – PROGRESS MARKERS FOR 2023-2025 BIENNIUM

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

- A. **“Start to See: Early Signs of Progress”** Based on your investments and activities, what changes or contributions are you noticing? What practices are improving?
- B. **“Gaining Traction: Intermediate Changes”** Based on your investments and activities, are you seeing any of these impacts?
- C. **“Profound Progress: Substantial and Significant Changes”** Based on your investments and activities, are any of these more transformational changes noticeable?

A. Start to See: Early Signs of Progress

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

B. Gaining Traction: Intermediate Changes

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

C. Profound Progress: Substantial and Significant Changes

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

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

SECTION II – FINALIZED CO-DEVELOPED LPGTS

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

Target Type	2023-24	2024-25	2025-26	2026-27	2027-28
Four Year Cohort Graduation					
Baseline Target: All Students	81.00%	81.50%	82.00%	82.50%	83.00%
Stretch Target: All Students	81.50%	82.00%	82.50%	83.00%	84.00%
Gap-Closing Target: All Focal Group Students	76.50%	77.50%	79.00%	80.50%	82.00%
Five Year Cohort Completion					
Baseline Target: All Students	82.00%	82.50%	83.00%	83.50%	84.00%
Stretch Target: All Students	82.30%	82.80%	83.30%	83.80%	84.30%
Gap-Closing Target: All Focal Group Students	78.00%	79.00%	80.00%	80.75%	81.50%

9th Grade on-Track					
Baseline Target: All Students	63.50%	67.50%	71.50%	76.00%	80.00%
Stretch Target: All Students	70.00%	75.00%	80.00%	85.00%	90.00%
Gap-Closing Target: All Focal Group Students	56.00%	60.50%	65.00%	69.75%	74.00%
3rd Grade ELA Proficiency					
Baseline Target: All Students	36.00%	37.50%	39.00%	41.50%	43.00%
Stretch Target: All Students	38.00%	40.00%	42.00%	46.00%	50.00%
Gap-Closing Target: All Focal Group Students	27.00%	29.00%	31.00%	34.00%	36.00%
Regular Attenders					
Baseline Target: All Students	67.00%	68.00%	69.00%	70.00%	71.00%
Stretch Target: All Students	68.00%	70.00%	72.00%	74.00%	76.00%
Gap-Closing Target: All Focal Group Students	53.00%	56.00%	59.00%	62.00%	65.00%

SECTION III – APPROVED LOCAL OPTIONAL METRICS (IF APPLICABLE)

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

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

EXHIBIT C INSURANCE

INSURANCE REQUIREMENTS

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

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

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

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

If Grantee/Recipient is an employer subject to any other state's workers' compensation law, Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

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

COMMERCIAL GENERAL LIABILITY

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

AUTOMOBILE LIABILITY INSURANCE

Required **Not required**

Grantee/Recipient shall provide Automobile Liability Insurance covering Grantee/Recipient's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and

Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY

Required **Not required**

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

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

EXCESS/UMBRELLA INSURANCE

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

If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance.

ADDITIONAL INSURED

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

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

WAIVER OF SUBROGATION

Grantee waives, and must require its first tier contractors and subgrantees waive, rights of subrogation which Grantee, Grantee's first tier contractors and subgrantees, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain, and require its first tier contractors and subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE

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

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

CERTIFICATE(S) AND PROOF OF INSURANCE

Grantee/Recipient shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION

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

INSURANCE REQUIREMENT REVIEW

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

STATE ACCEPTANCE

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

Additional Coverages That May Apply:

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:

Required **Not required**

Grantee/Recipient shall provide **Directors, Officers and Organization** insurance covering the Grantee/Recipient’s Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of use of grant funds and donor contributions which includes state or federal funds - with a combined single limit of not less than \$1,000,000 per claim.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:

Required **Not required**

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

Brookings-Harbor School District
629 Easy Street
Brookings OR 97415

Application for Brookings Harbor School District Budget Committee

The School Board genuinely appreciates your interest in serving on our School District Budget Committee. To be considered for appointment to this Committee, please complete this form and return it to the District Office, 629 Easy Street, Brookings, OR 97415 or email a copy to the Board's Admin Assistant Nancy Raskauskas-Coons at nancyr@brookings.k12.or.us. The district has 4 open positions out of 5 total at this time.

The initial deadline for applications is 4 p.m. on Oct. 13, 2023. If positions remain to be filled after the October 2023 Regular Board Meeting, the next deadlines will be Nov. 10, and Dec. 8, 2023. The Board will consider applications for appointment monthly until filled. For more information, see <https://www.brookings.k12.or.us/budget/>

By state law and district policy, School District Budget Committee members must meet three criteria:

- 1) Live within the geographic boundaries of District 17-C
- 2) Be a registered voter in the State of Oregon.
- 3) NOT be an employee or agent of District 17-C

Name DeAnne A. Varitek

Address 

Phone 

Do you have any school-age children? Yes If yes, what ages? 17

Please list any relevant school committees or business/community activities which you have been involved with in the past two years:

- 30 year educator
- Scraptomists
- Curry County Suicide Prevention Council

Please describe any special qualifications or abilities you may have that would help you to fulfill your responsibilities as a member of the Budget Committee:

- Educated on state & district finance/law
- Prior district grant writer in Missouri
- Worked w/ million \$ school level budgets
(U90, T1, T2, Grants, etc.)

Which of the following terms are you willing to serve? (You may select one or both).

- Term Expires June 30, 2025 (1 position available)
- Term Expires June 30, 2027 (3 positions available)

(Please use the back of this page or another sheet if necessary)


12/5/23



District Administration Office

629 Easy St.
Brookings, OR 97415
Office: 541 469-7443
Fax: 541 469-6599
info@brookings.k12.or.us
www.brookings.k12.or.us

Elementary and Secondary School Emergency Relief Fund (ESSER III) Capital Expenditure Approval

November 27, 2023

Requested action: Approve estimated expenditure of \$450,000. (School Board review and approval required for all unbudgeted expenditures greater than or equal to \$25,000).

Using ESSER III funds, BHSD seeks to complete HVAC Upgrades for Elementary, Middle, and High School Gym Areas. The estimated project expense is up to \$450,000. The project will be put out for bids.

Specifically, the project will

- Replace HVAC in gymnasium and cafeteria areas at Brookings-Harbor High School;
- Replace HVAC in the gymnasium and music room wing at Azalea Music Room.; and
- Replace HVAC in the gymnasium and 5th-grade wing of Kalmiopsis Elementary School.

This project will improve the indoor air quality of these buildings significantly, improve health outcomes for students, staff, and community members who use these spaces for school and community use, and remove a major expense from the upcoming building needs.

Targeted project start date: Spring 2024. (All ESSER III funds must be spent by Fall 2024). This project was designed in consultation with Facilities Director Jess Beaman and Superintendent Helena Chirinian.

Dede Corpening
Director of Fiscal Services



Executive Summary

Meeting Date: Second Reads planned at Regular Board Meeting, Dec. 13, 2023

Agenda Item: School Board Proposed Policy Updates and Adoptions

Item Type: Informational

Administrator: Supt. Helena Chirinian

Objective: Moving policy updates forward from the “August 2023” batch of policy received from Oregon School Boards Association after changes in law made during the 2023 State Legislative Session.

Background:

OSBA Policy Updates

OSBA provides quarterly policy updates that include revisions recommended due to changes in state and federal laws and guidelines. In addition, our district subscribes to an additional service where OSBA staff review the impacted BHSD policies specifically and apply the updated language and appropriate revisions. BHSD staff then reviews these recommendations and the board is asked to consider them in a series of readings in a public session.

CHANGES IN LAW DURING THE 2023 LEGISLATIVE SESSION

Many other bills were passed that impact policy. Some of these bills are already in effect.

Policies will be updated in future releases from OSBA. These include:

- JGA – Corporal Punishment, JGAB-AR – Use of Restraint or Seclusion (SB 577 (2023));
- GCDA/GDDA – Criminal Records Checks and Fingerprinting (updates to OAR 581-021-0511);
- IGBHE – Expanded Options Programs (HB 2275 (2023));
- GBN/JBA – Sexual Harassment (HB 2280 (2023));
- Abbreviated day (SB 819 (2023) and others);
- Procurement
- Graduation requirements
- Abuse reporting hotline

The policies below may be presented to the Board as a “first reading” on Nov. 15, 2023.

SECTION 1 - Second Readings

Policy & Title	BHSD Policy History	Summary
<p>BD/BDA – Board Meetings, Optional</p>	<p>Code: BD/BDA Adopted: 1/18/88 Revised/Readopted: 10/22/03; 6/14/06; 2/17/10; 10/16/13; 11/16/16; 2/16/22 Orig. Code: BD/BDA</p>	<p>Summary House Bill 2805 (2023) and House Bill 2806 (2023) added new provisions to Public Meetings Law and executive sessions, expanded Oregon Government Ethics Commission (OGEC) oversight of public meetings law, and added provisions requiring a board member to receive mandatory public meetings training. As a result of HB 2805, a person who believes the district has violated identified provisions of public meetings law may be able to file a grievance with the district in accordance with law. The new public meetings law provisions to file a grievance become effective in September 2023. The new public meetings law provisions for executive sessions (HB 2806), which now include considering matters relating to the safety of the board, district staff and volunteers and the security of district facilities and meeting spaces, as well as considering matters relating to cyber security infrastructure and responses to cyber security threats, are effective now. The new board member training requirement takes effect January 1, 2024. Collective Bargaining Impact None Local District Responsibility Review the recommended changes for policies BD/BDA – Board Meetings, and BDC – Executive Sessions, propose to the board for readoption. Policy(ies) and ARs Impacted by these Revisions BD/BDA – Board Meetings, Optional BDC – Executive Sessions, Optional</p>

<p>BDC – Executive Sessions, Optional</p>	<p>Code: BDC Adopted: 1/18/88 Revised/Readopted: 10/22/03; 10/16/13; 11/16/16; 4/15/20 Orig. Code(s): BDC</p>	<p>Reason for updates: Same as above (BD/BDA).</p>
<p>GCBDA/GDBDA – Family Medical Leave *, Highly Recommended, Version 1 or 2</p>	<p>Code: GCBDA/GDBDA Adopted: 2/17/10 Revised/Readopted: 10/22/03; 3/04/10; 1/15/14; 11/14/17</p>	<p>Summary During the 2023 Legislative Session, multiple bills were passed amending Paid Family Medical Leave Insurance (PFMLI) and the Oregon Family Leave Act (OFLA). Additionally, administrative rules have been implemented. The changes to these policies reflect those amendments. These leave laws apply differently to districts based on the number of employees that a district has. Version 1 of GCBDA/GDBDA - Family Medical Leave * and its Administrative Regulation (AR) are for districts with 50 or more employees (the district is subject to OFLA and employees may be eligible for FMLA). Version 2 of GCBDA/GDBDA - Family Medical Leave * and its AR are for districts with between 25 and 50 employees (the district is subject to OFLA, but employees will generally not be eligible for FMLA). If the district has fewer than 25 employees, OSBA does not recommend using either of the versions of GCBDA/GDBDA and its AR unless the district wants to make these benefits available to its employees. Changes to additional GCBDA/GDBDA's-A R's will be made in future updates. GCBDF/GDBDF- Paid Family Medical Leave Insurance * is not based on employee size. Version 1 of GCBDF/GDBDF Paid Family Medical Leave Insurance * and the AR are designed for districts using Paid Leave Oregon (through the Oregon Department of Employment). Version 2 of GCBDF/GDBDF- Paid Family Medical Leave Insurance * is for districts using an equivalent plan (there is no accompanying AR). Version 2 of</p>

		<p>GCBDF/GDBDF had no changes and therefore is not included in this update.</p> <p>Collective Bargaining Impact Districts may need to bargain aspects of these policies.</p> <p>Local District Responsibility The board should delete current GCBDA/GDBDA – Family Medical Leave * and GCBDA/GDBDA-AR(1) -Family Leave* and replace them with one of the new versions. If the district is using Paid Leave Oregon (Employment Department) to administer PMFLI, the board should update version 1 of GCBDF/GDBDF – Paid Family Medical Leave Insurance * and GCBDF/GDBDF-AR – Paid Family Leave Insurance (PMFLI). If the district is using an equivalent plan for PFMLI, the board should keep version 2 of GCBDF/GDBDF – Paid Family Medical Leave Insurance * (no changes and not included in this update). If a district is using an equivalent plan, OSBA recommends that they work with the equivalent plan provider to developing procedures.</p> <p>Policy(ies) and ARs Impacted by these Revisions GCBDA/GDBDA – Family Medical Leave *, Highly Recommended, Version 1 or 2 GCBDA/GDBDA-AR(1) – Family Leave *, Highly Recommended, Version 1 or 2 GCBDF/GDBDF – Paid Family Medical Leave Insurance *, Highly Recommended, Version 1 (Version 2 has no changes and is not included in this update) GCBDF/GDBDF-AR – Paid Family Medical Leave Insurance (PMFLI), Highly Recommended</p>
<p>GCPC/GDPC – Retirement of Staff *, Optional</p>	<p>New policy proposed by OSBA, no previous BHSD policy</p>	<p>Summary The only change resulting from passing House Bill 2296 (2023) extends the sunset for the 2019 law revision to the end of 2034. This summary has been provided just to inform about this change.</p> <p>Collective Bargaining Impact</p>

		<p>Review collective bargaining agreements for any provisions relating to employee retirement.</p> <p>Local District Responsibility</p> <p>There are no changes to policy language resulting from revisions created by House Bill 2296. Update to legal references only.</p> <p>Policy(ies) and ARs Impacted by these Revisions</p> <p>GCPC/GDPC – Retirement of Staff *, Optional</p>
<p>LBE – Public Charter Schools**, Highly Recommended</p>	<p>Code: LBE Adopted: 7/19/06 Revised/Readopted: 4/15/15; 7/17/19</p>	<p>Summary</p> <p>Some changes to law governing attendance at virtual public charter schools have become effective with passing of House Bill 3204 (2023). Districts may still deny enrollment if more than three percent of students residing in the district are attending a virtual public charter school not sponsored by the district. However, there are several permanent changes, two of which include a requirement to complete the percentage calculation at least twice each year and a decision by a district to not give approval requires notice to be issued by the district within 10 calendar days of receiving notice from the parent of intent to enroll their student. Such notice must now include information about the calculations which supports denial, in addition to the existing requirements to provide information about the right to appeal to the State Board and other online options available to the student (read Oregon Revised Statue (ORS) 338.125 as amended by HB 3204).</p> <p>Additionally, a student is now not required to gain approval from the district where the student now resides, if the student enrolled in a virtual public charter school while living in another school district, and has maintained continuous enrollment in that school since moving into the district where the student currently resides (HB 3204).</p> <p>A second bill, Senate Bill 767 (2023), created new law added to Chapter 338 governing the operation of a nonvirtual public charter school by a public charter school in a nonsponsoring</p>

		<p>school district and revised ORS 332.158. The bill does exempt schools in operation prior to the effective date of the new law, if other requirements outlined in the new provisions are met. Read the bill (SB 767) to gain further understanding of the requirements. Both of these new bills are effective now.</p> <p>Collective Bargaining Impact None</p> <p>Local District Responsibility If the district previously adopted policy LBEA – Resident Student Denial for Virtual Public Charter School Attendance**, and wishes to continue the practice established by policy, update policy language and submit to the board for re adoption. The language in LBEA was previously part of recommended language in policy LBE - Public Charter Schools** until creation of LBEA. The district should review their version of LBE and if adopted prior to 2021, consider an update to LBE as well. In policy LBE, review the recommended changes and readopt this highly recommended language.</p> <p>Policy(ies) and ARs Impacted by these Revisions LBE – Public Charter Schools**, Highly Recommended LBEA – Resident Student Denial for Virtual Public Charter School Attendance**, Conditionally Required</p>

Section 2: Hold for additional analysis.

After additional review of this proposed policy change, we recommend holding it out apart from the Second Reads at this time and taking it back to district staff experts, and the soon-to-be formed staff Wellness Committee for additional input.

<p>EFA – Local Wellness, Required</p>	<p>Code: EFA Adopted: 9/21/05 Readopted: 7/19/06; 4/18/12; 1/15/14; 6/17/15; 2/17/16; 12/06/17</p>	<p>Summary House Bill 3199 (2023) revised physical education requirements for upper elementary grades from 225 minutes down to “an average of 150 minutes during each school week, as calculated over the duration of the school year.” As was with previous law, grade 6</p>

		<p>students must meet standards in the school where they are taught, i.e., if taught in same school as grade 5 and below, each student must “participate in physical education for the entire school year for at least 150 minutes during each school week.</p> <p>Collective Bargaining Impact None</p> <p>Local District Responsibility Review the district’s current policy EFA – Local Wellness, and if the PE requirements are included as goals under the Physical Activity and Education section, revise it to include the new requirements. If the district has not yet updated policy EFA – Local Wellness, consider doing it now. An updated version of EFA would not require EFA-AR, so review the board’s manual and rescind EFA-AR if the board updates policy EFA; there is no longer an OSBA model for EFA-AR.</p> <p>Policy(ies) and ARs Impacted by these Revisions EFA – Local Wellness, Required</p>
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Recommendation (for December 13 Regular Board Meeting): Review and consider readoption of policies listed above.

Suggested motion #1: *“I move to pass the policies listed in Section 1 of the School Board Policy executive summary to a second reading as presented.”*

Suggested motion #2: *“I move to pass policy _____ as presented (or amended) to a second reading.”*

Brookings-Harbor School District 17C

Code: **BD/BDA**
Adopted: 1/18/88
Revised/Readopted: 10/22/03; 6/14/06; 2/17/10;
10/16/13; 11/16/16; 2/16/22
Orig. Code: BD/BDA

Board Meetings

The Board has the authority to act only when a quorum is present at a duly called regular, special or emergency meeting. “Meeting” means the convening¹ of a quorum of the Board as the district’s governing body to make a decision² or to deliberate³ toward a decision on any matter. This includes meeting for the purpose of gathering information to serve as the basis for a subsequent decision or recommendation by the Board, i.e. a work session. “Meeting” does not include any on-site inspection of any project or program the attendance of members of the Board at any national, regional or state association to which the Board or its members belong.

The affirmative vote of the majority of members of the Board is required to transact any business. All regular, special and emergency meetings of the Board will be open to the public except as provided by law. Access to and the ability to attend all meetings (excluding executive sessions) by telephone, video or other electronic or virtual means will be made available when reasonably possible. All meetings will be conducted in compliance with state and federal statutes. For information how to give or submit public comment it is outlined in Board policy BDDH - Public Comment at Board Meetings⁴ and posted on the district’s website.

All Board meetings, including Board retreats and work sessions, will be held within district boundaries, except as allowed by law⁵. The Board may attend training sessions outside the district boundaries but cannot deliberate or discuss district business. No meeting will be held at any place where discrimination

¹ “Convening” means: (a) Gathering in a physical location; (b) Using electronic, video or telephonic technology to be able to communicate contemporaneously among participants; (c) Using serial electronic written communications among participants; or (d) Using an intermediary to communicate among participants.

² “Decision” means any determination, action, vote or final disposition upon a motion, proposal, resolution, order, ordinance or measure on which a vote of a governing body is required, at any meeting at which a quorum is present.

³ “Deliberation” means discussion or communication that is part of a decision-making process.

⁴ When telephone or other electronic means of communication is used during a meeting open to the public, the Board shall make at least one place available to the public where, or at least one electronic means by which, the public can listen during the meeting. At all meetings of the Board open to the public, the public will be provided an opportunity, to the extent reasonably possible, to access and attend the meeting by telephone, video or other electronic or virtual means. If in-person oral testimony (or public comment) is allowed, the public will be provided, to the extent reasonably possible, an opportunity to submit oral testimony during the meeting, at the designated portion of the agenda, by telephone, video or other electronic or other means. If in-person written testimony is allowed, the public will be provided, to the extent reasonably possible, an opportunity to submit written testimony including by email or other electronic means, so that the Board is able to consider the submitted testimony in a timely manner.

⁵ ORS 192.630(4). Meetings of the governing body of a public body shall be held within the geographic boundaries over which the public body has jurisdiction, or at the administrative headquarters of the public body or at the other nearest practical location. Training sessions may be held outside the jurisdiction if no deliberations toward a decision are involved.

on the basis of disability, race, creed, color, sex, sexual orientation, gender identity, age or national origin is practiced.

The Board will give public notice reasonably calculated to give actual notice to interested persons, including the news media which have requested notice, of the time and place for all Board meetings and of the principal subjects to be considered. The Board may consider additional subjects at a meeting, even if they are not included in the notice.

If requested to do so at least 48 hours before a meeting held in public, the Board shall make a good faith effort to provide an interpreter for hearing-impaired persons. If the meeting is being held upon less than 48 hours' notice and a request for an interpreter is made, the Board shall make a reasonable effort to have an interpreter present. Other appropriate auxiliary aids and services will be provided upon request and appropriate advance notice.

If requested to do so at least 72 hours before a meeting held in public, the Board will make a reasonable effort to provide translation services.

All meetings held in public shall comply with the Oregon Indoor Clean Air Act.

The possession of dangerous or deadly weapons and firearms, as defined in law and Board policy, is prohibited on district property.

1. Regular, Special and Emergency Meetings

Generally, a regular Board meeting will be held each month. The regular meeting schedule will be established at the annual organizational meeting and may be changed by the Board with proper notice. The purpose of each regular monthly meeting will be to conduct the regular Board business.

No later than the next regular meeting following July 1, the Board will hold the annual organizational meeting to elect Board officers for the coming year and to establish the year's schedule of Board meetings. In Board election years (odd numbered years), the first meeting will be held no later than July 31.

Special meetings can be convened by the Board chair, upon request of three Board members, or by common consent of the Board at any time to discuss any topic. A special meeting may be scheduled if less than a quorum is present at a meeting, additional business still needs to be conducted at the ending time of a meeting, conducting business prior to the next regular meeting would be advantageous to the district or other reasons. At least 24 hours' notice must be provided to all Board members, the news media which have requested notice, and the general public for any special meeting.

Emergency meetings can be called by the Board in the case of an actual emergency upon appropriate notice under the circumstances. The minutes of the emergency meeting must describe the emergency. Only topics necessitated by the emergency may be discussed or acted upon at the emergency meeting.

2. Communications Outside of Board Meetings

Communications, to, by and among a quorum of Board members outside of a legally called Board meeting, in their capacity as Board members, shall not be used for the purpose of discussing district business. This includes electronic, video or telephonic communications, serial electronic communications among participants and using an intermediary to communicate among participants. Such communications among Board members shall be limited to messages not involving deliberation, debate, decision-making or gathering of information on which to deliberate. Communications outside of a Board meeting may contain:

- a. Communications to, between or among members of a governing body that are:
- b. Purely factual or educational in nature and that convey no deliberation or decision on any matter that might reasonably come before the Board (including agendas and information concerning agenda items);
 - (1) Not related to any matter that, at any time, could reasonably be foreseen to come before the Board for deliberation and decision; or
 - (2) Nonsubstantive in nature, such as communication relating to scheduling, leaves of absence and other similar matters; or
- c. Individual responses to questions posed by community members, subject to other limitations in Board policy.

E-mails sent to other Board members will have the following notice:

Important: Please do not reply or forward this communication if this communication constitutes a decision or deliberation toward a decision between and among a quorum of a governing body which could be considered a public meeting. Electronic communications on district business are governed by public meetings law.

3. Private or Social Meetings

Private or social meetings of a quorum of the Board for the purpose of making a decision or to deliberate toward a decision on any matter are prohibited by public meetings law.

4. Work Sessions

The Board may use regular or special meetings for the purpose of conducting work sessions to provide its members with opportunities for planning and thoughtful discussion. Work sessions will be conducted in accordance with state law on public meetings, including notice and minutes. The Board is discouraged from making official decisions during a work session. Generally, Boards do not take official action during work sessions, although there is no legal prohibition to do so.

5. Executive Sessions

Executive sessions may be held as an agenda item during regular, special or emergency meetings for a reason permitted by law. (See Board policy BDC - Executive Sessions)

Complaints regarding public meetings laws can be filed with the Board in accordance with Board Policy KL – Public Complaints. The Board will respond and provide a copy of the complaint and response to the Oregon Government Ethics Commission within 21 days in accordance with state law.⁶

Mandatory Training

Every member of the Board shall attend or view a training on public meetings law prepared or approved by the Oregon Government Ethics Commission (OGEC) at least once during the Board member’s term of office and shall verify attendance in accordance with OGEC procedures.

END OF POLICY

Legal Reference(s):

[ORS Chapter 192](#)

[ORS 255.335](#)

[ORS 433.835 - 433.875](#)

[ORS 332.040 - 332.061](#)

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2018); 29 C.F.R. Part 1630 (2020); 28 C.F.R. Part 35 (2020).

Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2018).

OR. ATTY. GEN. Public Records and Meetings Manual.

[House Bill 2805](#) (2023).

⁶ See House Bill 2805 (2023) Section 5(2) for requirements of the response.

Brookings-Harbor School District 17C

Code: **BD/BDA**
Adopted: 1/18/88
Revised/Readopted: 10/22/03; 6/14/06; 2/17/10;
10/16/13; 11/16/16; 2/16/22
Orig. Code: BD/BDA

Board Meetings

The Board has the authority to act only when a quorum is present at a duly called regular, special or emergency meeting. “Meeting” means the convening¹ of a quorum of the Board as the district’s governing body to make a decision² or to deliberate³ toward a decision on any matter. This includes meeting for the purpose of gathering information to serve as the basis for a subsequent decision or recommendation by the Board, i.e. a work session. “Meeting” does not include any on-site inspection of any project or program the attendance of members of the Board at any national, regional or state association to which the Board or its members belong.

The affirmative vote of the majority of members of the Board is required to transact any business.

All regular, special and emergency meetings of the Board will be open to the public except as provided by law. Access to and the ability to attend all meetings (excluding executive sessions) by telephone, video or other electronic or virtual means will be made available when reasonably possible. All meetings will be conducted in compliance with state and federal statutes. [For information how to give or submit public comment [it is outlined in Board policy BDDH - Public Comment at Board Meetings⁴] [~~and~~ /or] [posted on the district’s website].]

All Board meetings, including Board retreats and work sessions, will be held within district boundaries, except as allowed by law⁵. The Board may attend training sessions outside the district boundaries but cannot deliberate or discuss district business. No meeting will be held at any place where discrimination

¹ “Convening” means: (a) Gathering in a physical location; (b) Using electronic, video or telephonic technology to be able to communicate contemporaneously among participants; (c) Using serial electronic written communications among participants; or (d) Using an intermediary to communicate among participants.

² “Decision” means any determination, action, vote or final disposition upon a motion, proposal, resolution, order, ordinance or measure on which a vote of a governing body is required, at any meeting at which a quorum is present.

³ “Deliberation” means discussion or communication that is part of a decision-making process.

⁴ When telephone or other electronic means of communication is used during a meeting open to the public, the Board shall make at least one place available to the public where, or at least one electronic means by which, the public can listen during the meeting. At all meetings of the Board open to the public, the public will be provided an opportunity, to the extent reasonably possible, to access and attend the meeting by telephone, video or other electronic or virtual means. If in-person oral testimony (or public comment) is allowed, the public will be provided, to the extent reasonably possible, an opportunity to submit oral testimony during the meeting[, at the designated portion of the agenda,] by telephone, video or other electronic or other means. If in-person written testimony is allowed, the public will be provided, to the extent reasonably possible, an opportunity to submit written testimony including by email or other electronic means, so that the Board is able to consider the submitted testimony in a timely manner.].

⁵ ORS 192.630(4). Meetings of the governing body of a public body shall be held within the geographic boundaries over which the public body has jurisdiction, or at the administrative headquarters of the public body or at the other nearest practical location. Training sessions may be held outside the jurisdiction if no deliberations toward a decision are involved.

on the basis of disability, race, creed, color, sex, sexual orientation, gender identity, age or national origin is practiced.

The Board will give public notice reasonably calculated to give actual notice to interested persons, including the news media which have requested notice, of the time and place for all Board meetings and of the principal subjects to be considered. The Board may consider additional subjects at a meeting, even if they are not included in the notice.

If requested to do so at least 48 hours before a meeting held in public, the Board shall make a good faith effort to provide an interpreter for hearing-impaired persons. If the meeting is being held upon less than 48 hours' notice and a request for an interpreter is made, the Board shall make a reasonable effort to have an interpreter present. Other appropriate auxiliary aids and services will be provided upon request and appropriate advance notice.

[If requested to do so at least [72] hours before a meeting held in public, the Board will make a reasonable effort to provide translation services. {⁶}]

All meetings held in public shall comply with the Oregon Indoor Clean Air Act.

[The possession of dangerous or deadly weapons and firearms, as defined in law and Board policy, is prohibited on district property.]

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Special meetings can be convened by the Board chair, upon request of three Board members, or by common consent of the Board at any time to discuss any topic. [A special meeting may be scheduled if less than a quorum is present at a meeting, additional business still needs to be conducted at the ending time of a meeting, conducting business prior to the next regular meeting would be advantageous to the district or other reasons.] At least 24 hours' notice must be provided to all Board members, the news media which have requested notice, and the general public for any special meeting.

Emergency meetings can be called by the Board in the case of an actual emergency upon appropriate notice under the circumstances. The minutes of the emergency meeting must describe the emergency. Only topics necessitated by the emergency may be discussed or acted upon at the emergency meeting.

2. Communications Outside of Board Meetings

{⁶ Districts are encouraged to evaluate translation needs and resources prior to adding this language. A district may decide that translating the agenda, minutes or other documents, or public comment is sufficient.}

Communications, to, by and among a quorum of Board members outside of a legally called Board meeting, in their capacity as Board members, shall not be used for the purpose of discussing district business. This includes electronic, video or telephonic communications, serial electronic communications among participants and using an intermediary to communicate among participants. Such communications among Board members shall be limited to messages not involving deliberation, debate, decision-making or gathering of information on which to deliberate. Communications outside of a Board meeting may contain:

- a. Communications to, between or among members of a governing body that are:
- b. Purely factual or educational in nature and that convey no deliberation or decision on any matter that might reasonably come before the Board (including agendas and information concerning agenda items);
 - (1) Not related to any matter that, at any time, could reasonably be foreseen to come before the Board for deliberation and decision; or
 - (2) Nonsubstantive in nature, such as communication relating to scheduling, leaves of absence and other similar matters; or
- c. Individual responses to questions posed by community members, subject to other limitations in Board policy.

[E-mails sent to other Board members will have the following notice:

Important: Please do not reply or forward this communication if this communication constitutes a decision or deliberation toward a decision between and among a quorum of a governing body which could be considered a public meeting. Electronic communications on district business are governed by public meetings law.]

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Private or social meetings of a quorum of the Board for the purpose of making a decision or to deliberate toward a decision on any matter are prohibited by public meetings law.

4. Work Sessions

The Board may use regular or special meetings for the purpose of conducting work sessions to provide its members with opportunities for planning and thoughtful discussion. Work sessions will be conducted in accordance with state law on public meetings, including notice and minutes. [The Board ~~may make~~ **is discouraged from making** official decisions during a work session.] [Generally, Boards do not take official action during work sessions, although there is no legal prohibition to do so.]

5. Executive Sessions

Executive sessions may be held [as an agenda item] during regular, special or emergency meetings for a reason permitted by law. [(See Board policy BDC - Executive Sessions)]

Complaints regarding public meetings laws can be filed with the Board in accordance with Board Policy KL – Public Complaints. The Board will respond and provide a copy of the complaint and response to the Oregon Government Ethics Commission within 21 days in accordance with state law.⁷

^{8}[**Mandatory Training**

Every member of the Board shall attend or view a training on public meetings law prepared or approved by the Oregon Government Ethics Commission (OGEC) at least once during the Board member’s term of office and shall verify attendance in accordance with OGEC procedures.]

END OF POLICY

Legal Reference(s):

[ORS Chapter 192](#)

[ORS 255.335](#)

[ORS 433.835 - 433.875](#)

[ORS 332.040 - 332.061](#)

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2018); 29 C.F.R. Part 1630 (2020); 28 C.F.R. Part 35 (2020).

Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2018).

OR. ATTY. GEN. Public Records and Meetings Manual.

[House Bill 2805](#) (2023).

⁷ See House Bill 2805 (2023) Section 5(2) for requirements of the response.

⁸ {This is required for Board members in districts with total expenditures for a fiscal year of \$1 million or more. This number will be reviewed by OGEC at least once every five years. If the district has total expenditures of less than \$1 million, this language can be kept, but “shall” should be replaced with “is encouraged to.”}

Brookings-Harbor School District 17C

Code: **BDC**
Adopted: 1/18/88
Revised/Readopted: 10/22/03; 10/16/13; 11/16/16;
4/15/20
Orig. Code(s): BDC

Executive Sessions

The Board may meet in executive session to discuss subjects allowed by statute but may not take final action except for the expulsion of a student and matters pertaining to or examination of the confidential records of the student.

An executive session may be included as an agenda item of an existing meeting in accordance with Board policy BDDC - Board Meeting Agenda or held as its own meeting. Proper notice is required.

If open session is held prior to the executive session, the presiding officer will announce the executive session by identifying the authorization under Oregon Revised Statute (ORS) 192.660 or ORS 332.061 for holding such session and by noting the subject of the executive session.

The Board may hold an executive session:

1. To consider the employment of a public officer, employee, staff member or individual agent.¹ (ORS 192.660(2)(a))
2. To consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer², employee, staff member or individual agent who does not request an open hearing. (ORS 192.660(2)(b))
3. To conduct deliberations with persons designated by the governing body to carry on labor negotiations. (ORS 192.660(2)(d))
4. To conduct deliberations with persons designated by the governing body to negotiate real property transactions. (ORS 192.660(2)(e))
5. To consider information or records that are exempt by law from public inspection. (ORS 192.660(2)(f))

¹ This provision does not apply to the filling of a vacancy in elective office or on any public committee, commission or other advisory group; or for the consideration of general employment policies. Prior to holding an executive session under ORS 192.660(2)(a), the Board must ensure

- a. The vacancy has been advertised;
- b. Regular hiring procedures have been adopted;
- c. If hiring an officer, the public has had the opportunity to comment on the employment of the officer; and
- d. If hiring a chief executive officer, the Board has adopted hiring standards, criteria and policy directives in meetings open to the public in which the public has had the opportunity to comment on the standards, criteria and policy directives.

² To determine whether the individual involved is considered a public officer, consult with legal counsel.

6. To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed. (ORS 192.660(2)(h))
7. To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing. (ORS 192.660(2)(i))
8. To consider matters relating to school safety or a plan that responds to safety threats made toward a school. (ORS 192.660(2)(k))
9. To consider matters relating to the safety of the governing body and of public body staff and volunteers and the security of public body facilities and meeting spaces. (ORS 192.660(2)(o))
10. To consider matters relating to cyber security infrastructure and responses to cyber security threats. (ORS 192.660(2)(p))
11. To review the expulsion of a minor student from a public elementary or secondary school. (ORS 332.061(1)(a))
12. To review matters pertaining to or examination of the confidential records of a student. (ORS 332.061(1)(b))

Members of the press may attend executive sessions except those matters pertaining to:

1. Deliberations with persons designated by the Board to carry on labor negotiations;
2. Hearings on the expulsion of a minor student or examination of the confidential records of a student; and
3. Current litigation or litigation likely to be filed if the member of the news media is a party to the litigation or is an employee, agent or contractor of a news media organization that is a party to the litigation.

If an executive session is held pursuant to ORS 332.061, the following shall not be made public: the name of the minor student; the issue, including the student's confidential records; the discussion; and each Board member's vote on the issue.

Minutes shall be kept for all executive sessions.

Content discussed in executive sessions is confidential except as provided by law. Board members and the media are instructed not to disclose information obtained in executive session except when specifically authorized to do so or as required by law.

END OF POLICY

Legal Reference(s):

[ORS 192.660](#)

[ORS 332.045](#)

[ORS 332.061](#)

OR. ATTY. GEN. Public Records and Meetings Manual.

Brookings-Harbor School District 17C

Code: BDC
Adopted: 1/18/88
Revised/Readopted: 10/22/03; 10/16/13; 11/16/16;
4/15/20
Orig. Code(s): BDC

Executive Sessions

The Board may meet in executive session to discuss subjects allowed by statute but may not take final action except for the expulsion of a student and matters pertaining to or examination of the confidential records of the student.

An executive session may be included as an agenda item of an existing meeting [in accordance with Board policy BDDC - Board Meeting Agenda] or held as its own meeting. Proper notice is required.

If open session is held prior to the executive session, the presiding officer will announce the executive session by identifying the authorization under Oregon Revised Statute (ORS) 192.660 or ORS 332.061 for holding such session and by noting the subject of the executive session.

The Board may hold an executive session:

1. To consider the employment of a public officer, employee, staff member or individual agent.¹ (ORS 192.660(2)(a))
2. To consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer², employee, staff member or individual agent who does not request an open hearing. (ORS 192.660(2)(b))
3. To conduct deliberations with persons designated by the governing body to carry on labor negotiations. (ORS 192.660(2)(d))
4. To conduct deliberations with persons designated by the governing body to negotiate real property transactions. (ORS 192.660(2)(e))
5. To consider information or records that are exempt by law from public inspection. (ORS 192.660(2)(f))

¹ This provision does not apply to the filling of a vacancy in elective office or on any public committee, commission or other advisory group; or for the consideration of general employment policies. Prior to holding an executive session under ORS 192.660(2)(a), the Board must ensure

- a. The vacancy has been advertised;
- b. Regular hiring procedures have been adopted;
- c. If hiring an officer, the public has had the opportunity to comment on the employment of the officer; and
- d. If hiring a chief executive officer, the Board has adopted hiring standards, criteria and policy directives in meetings open to the public in which the public has had the opportunity to comment on the standards, criteria and policy directives.

² To determine whether the individual involved is considered a public officer, consult with legal counsel.

6. To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed. (ORS 192.660(2)(h))
7. To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing. (ORS 192.660(2)(i))
8. To consider matters relating to school safety or a plan that responds to safety threats made toward a school. (ORS 192.660(2)(k))
9. To consider matters relating to the safety of the governing body and of public body staff and volunteers and the security of public body facilities and meeting spaces. (ORS 192.660(2)(o))
10. To consider matters relating to cyber security infrastructure and responses to cyber security threats. (ORS 192.660(2)(p))
11. To review the expulsion of a minor student from a public elementary or secondary school. (ORS 332.061(1)(a))
12. To review matters pertaining to or examination of the confidential records of a student. (ORS 332.061(1)(b))

Members of the press may attend executive sessions except those matters pertaining to:

1. Deliberations with persons designated by the Board to carry on labor negotiations;
2. Hearings on the expulsion of a minor student or examination of the confidential records of a student; and
3. Current litigation or litigation likely to be filed if the member of the news media is a party to the litigation or is an employee, agent or contractor of a news media organization that is a party to the litigation.

If an executive session is held pursuant to ORS 332.061, the following shall not be made public: the name of the minor student; the issue, including the student's confidential records; the discussion; and each Board member's vote on the issue.

Minutes shall be kept for all executive sessions.

Content discussed in executive sessions is confidential except as provided by law. Board members and the media are instructed not to disclose information obtained in executive session except when specifically authorized to do so or as required by law.

END OF POLICY

Legal Reference(s):

[ORS 192.660](#)

[ORS 332.045](#)

[ORS 332.061](#)

OR. ATTY. GEN. Public Records and Meetings Manual.

Executive Sessions– BDC
2-3

Brookings-Harbor School District 17C

Code: GCBDA/GDBDA
Adopted: 2/17/10
Revised/Readopted: 10/22/03; 3/04/10; 1/15/14;
11/14/17

Family Medical Leave

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

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

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

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

PMFLI is generally available to district employees who have earned \$1,000 in subject wages or taxable income during the alternate or base years¹, contributed to the PMFLI fund in the alternate or base years and are otherwise eligible.²

Federal and state leave entitlements generally run concurrently.

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

END OF POLICY

Legal Reference(s):

[ORS 332.507](#)
[ORS 657B.010](#)
[ORS 659A.090](#)

[ORS 659A.093](#)
[ORS 659A.096](#)
[ORS 659A.099](#)

[ORS 659A.150 - 659A.186](#)
[OAR 839-009-0200 - 0320](#)

¹ The wages are not required to have been earned for work in the district.

² See OAR 471-070-1010 for additional information.

Americans with Disabilities Act, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2017); 28 C.F.R. Part 35 (2017).
Family and Medical Leave Act, 29 U.S.C. §§ 2601-2654; 5 U.S.C. §§ 6381-6387 (2012); Family and Medical Leave Act, 29 C.F.R. Part 825 (2017).
Americans with Disabilities Act, 42 U.S.C. §§ 12101-12133 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).
Escriba v. Foster Poultry Farms, Inc. 743 F.3d 1236 (9th Cir. 2014).
Senate Bill 999 (2023).

Brookings-Harbor School District 17C

Code: GCBDA/GDBDA
Adopted: 2/17/10
Revised/Readopted: 10/22/03; 3/04/10; 1/15/14;
11/14/17

Family Medical Leave

When applicable, the district will comply with the provisions of the Family and Medical Leave Act (FMLA)^{1}, the Oregon Family Leave Act (OFLA)^{2}, the Oregon Military Family Leave Act (OMFLA), Paid Family Medical Leave Insurance (PFMLI) and other applicable provisions of state and federal law, Board policies and collective bargaining agreements regarding family medical leave.

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

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

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

PMFLI is generally available to district employees who have earned \$1,000 in subject wages or taxable income during the alternate or base years³, contributed to the PMFLI fund in the alternate or base years and are otherwise eligible.⁴

Federal and state leave entitlements generally run concurrently.

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

^{1} Generally, FMLA applies only to entities with 50 or more employees, however, FMLA applies to all public elementary and secondary educational institutions. See 29 CFR 825.600(b). The rule regarding individual employee eligibility does apply: an employee is only eligible if the employee "is employed at a worksite where 50 or more employees are employed by the employer within 75 miles of that worksite." See 29 CFR 825.110(a)(3). Consequently, FMLA applies to districts with fewer than 50 employees, but individual employees will not be eligible to receive benefits. }

^{2} OFLA applies to employers with 25 or more employees in Oregon (ORS 659A.153) and OMFLA applies to all public-sector employers in Oregon. (ORS 659A.090(2)) (Oregon BOLI Leave Laws – 2023 Edition) }

³ The wages are not required to have been earned for work in the district.

⁴ See OAR 471-070-1010 for additional information.

END OF POLICY

Legal Reference(s):

[ORS 332.507](#)

[ORS 657B.010](#)

[ORS 659A.090](#)

[ORS 659A.093](#)

[ORS 659A.096](#)

[ORS 659A.099](#)

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

[OAR 839-009-0200 - 0320](#)

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

Family and Medical Leave Act, 29 U.S.C. §§ 2601-2654; 5 U.S.C. §§ 6381-6387 (2012); Family and Medical Leave Act, 29 C.F.R. Part 825 (2017).

Americans with Disabilities Act, 42 U.S.C. §§ 12101-12133 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).

Escriba v. Foster Poultry Farms, Inc. 743 F.3d 1236 (9th Cir. 2014).

Senate Bill 999 (2023).

Brookings-Harbor School District 17C

Code:
Adopted:

GCPC/GDPC

Retirement of Staff *

To assist the district in its planning efforts, staff members considering retirement are encouraged to notify the district as early as possible, preferably at the beginning of the school year in which the retirement will take place.

Retiring employees are encouraged to coordinate with PERS and the Human Resources Department to ensure that all requirements are met. The superintendent will develop requirements, limitations and procedures for employment as a PERS-retiree.

When an employee of the district retires under PERS, that employee's employment with the district will terminate. PERS-retired individuals may apply for open positions with the district.¹

END OF POLICY

Legal Reference(s):

[ORS Chapter 237](#)
[ORS Chapter 238](#)

[ORS Chapter 238A](#)
[ORS 243.303](#)

[ORS 342.120](#)

Consolidated Omnibus Budget Reconciliation Act of 1985, 29 U.S.C. §§ 1161-1169 (2018).
Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001-1461 (2018).
OR. CONST., art. IX, §§ 10-13.
[House Bill 2296](#) (2023).

¹ There must be a break in service for retired employees returning to work.

Brookings-Harbor School District 17C

Code: GCPC/GDPC
Adopted:

Retirement of Staff *

{Senate Bill (SB) 1049 (2019) made it possible for employees to retire under PERS and work for a PERS-covered employer, without hour restrictions in most situations. House Bill (HB) 2296 (2023) extends this law to 2034. The law does not require districts to allow PERS-retired employees to work in the district, rather, leaves the decision up to the district. OSBA encourages districts to evaluate the situation (including financial impacts) prior to making a decision regarding these employees. If districts do allow retired employees to return to work, OSBA recommends working with legal counsel to develop criteria and procedures that can be consistently implemented. Also consider the bargaining impacts of the selected practice.}

To assist the district in its planning efforts, staff members considering retirement are encouraged to notify the district as early as possible, preferably at the beginning of the school year in which the retirement will take place.

[Retiring employees are encouraged to coordinate with PERS and the [Human Resources Department] to ensure that all requirements are met. The superintendent will develop requirements, limitations and procedures for employment as a PERS-retiree. ^{1}]

{Regarding PERS-workback, there are three main options for districts, please choose one of the following:}

~~[When an employee of the district retires under PERS, that employee's employment with the district will terminate. Individuals who have retired under PERS are not eligible for employment in the district.]~~

{OR}

[When an employee of the district retires under PERS, that employee's employment with the district will terminate. PERS-retired individuals may apply for open positions with the district.^{2{3}}]

{OR}

~~[District employees will be allowed to retire under PERS and return to their position in the district [only for the remainder of the school year]^{4, 5}]~~

END OF POLICY

¹ {House Bill 2296 (2023) modified Senate Bill 1049 (2019), which allows PERS-retired employees to continue to work for PERS-employers without hour restrictions; this provision is now set to expire at the end of 2034.}

² There must be a break in service for retired employees returning to work.

³ {House Bill 2296 (2023) modified Senate Bill 1049 (2019), which allows PERS-retired employees to continue to work for PERS-employers without hour restrictions; this provision is now set to expire at the end of 2034.}

⁴ {Districts can limit workback, but must consider equity pay laws when developing any criteria.}

⁵ There must be a break in service for retired employees returning to work.

Legal Reference(s):

[ORS Chapter 237](#)
[ORS Chapter 238](#)

[ORS Chapter 238A](#)
[ORS 243.303](#)

[ORS 342.120](#)

Consolidated Omnibus Budget Reconciliation Act of 1985, 29 U.S.C. §§ 1161-1169 (2018).
Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001-1461 (2018).
OR. CONST., art. IX, §§ 10-13.
[House Bill 2296](#) (2023).

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Brookings-Harbor School District 17C

Code: **LBE**
Adopted: 7/19/06
Revised/Readopted: 4/15/15; 7/17/19

Public Charter Schools

Public charter schools may be established as a new public school or a virtual public school, from one or more existing public schools in the district or a portion of the school, or from an existing alternative education program. A public charter school may not convert an existing tuition-based private school into a charter school, affiliate itself with a nonpublic sectarian school or religious institution, or encompass all the schools in the district unless the district is composed of only one school.

Public charter schools shall demonstrate a commitment to the mission and diversity of public education while adhering to the following goals:

1. Increase student learning and achievement;
2. Increase choices of learning opportunities for students;
3. Better meet individual student academic needs and interests;
4. Build stronger working relationships among educators, parents and other community members;
5. Encourage the use of different and innovative learning methods;
6. Provide opportunities in small learning environments for flexibility and innovation;
7. Create new professional opportunities for teachers;
8. Establish additional forms of accountability for schools; and
9. Create innovative measurement tools.

An applicant must submit a complete public charter school proposal that meets the requirements of Oregon law, and includes other information required by the district in the application process. The public charter school will be located and operated within the sponsoring district except where authorized by law.

The public charter school employer will be determined with each proposal. If the district is the employer, the terms of the current collective bargaining agreement will be examined to determine which parts of the agreement apply. If the district is not the sponsor of the public charter school, the district shall not be the employer and will not collectively bargain with public charter school employees.

The district will determine if it has any vacant or unused buildings and make a list of such buildings; buildings may be made available for public charter school use, subject to Board approval and Board policy.

Public charter school students may, upon request, be allowed to participate in district programs such as physical education, instrumental and vocal music offerings, or other selected options if space and materials are available.¹ Students must adhere to state law, Board policies, regulations, and rules concerning student conduct and discipline.

¹ This does not apply to the Oregon law related to OSAA-sanctioned activity participation.

Public charter school students in grades K-8 may participate in their resident district's activities that are offered before or after regular school hours. Public charter school students in grades 9-12 may participate in their resident district's available activities that are sanctioned by the Oregon School Activities Association (OSAA) when the requirements found in Oregon law are met.

The district will not provide instructional materials, lesson plans, or curriculum guides for use in a public charter school.

The superintendent will develop administrative regulations to include, but not limited to, the proposal process, review, and appeal procedures, and program evaluation, renewal, and termination.

END OF POLICY

Legal Reference(s):

[ORS 327.077](#)

[ORS 327.109](#)

[ORS 332.107](#)

[ORS 338](#)

[ORS 339.141](#)

[ORS 339.147](#)

[ORS 339.450](#)

[ORS 339.460](#)

[OAR 581-026-0005 - 0710](#)

Every Student Succeeds Act, 20 U.S.C. §§ 6311-6322 (2018).

[Senate Bill 767](#) (2023).

Brookings-Harbor School District 17C

Code: **LBE**
Adopted: 7/19/06
Revised/Readopted: 4/15/15; 7/17/19

Public Charter Schools

Public charter schools may be established as a new public school or a virtual public school, from one or more existing public schools in the district or a portion of the school, or from an existing alternative education program. A public charter school may not convert an existing tuition-based private school into a charter school, affiliate itself with a nonpublic sectarian school or religious institution, or encompass all the schools in the district unless the district is composed of only one school.

Public charter schools shall demonstrate a commitment to the mission and diversity of public education while adhering to the following goals:

1. Increase student learning and achievement;
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3. Better meet individual student academic needs and interests;
4. Build stronger working relationships among educators, parents and other community members;
5. Encourage the use of different and innovative learning methods;
6. Provide opportunities in small learning environments for flexibility and innovation;
7. Create new professional opportunities for teachers;
8. Establish additional forms of accountability for schools; and
9. Create innovative measurement tools.

An applicant must submit a complete public charter school proposal that meets the requirements of Oregon law, and includes other information required by the district in the application process. The public charter school will be located and operated within the sponsoring district except where authorized by law.

The public charter school employer will be determined with each proposal. If the district is the employer, the terms of the current collective bargaining agreement will be examined to determine which parts of the agreement apply. If the district is not the sponsor of the public charter school, the district shall not be the employer and will not collectively bargain with public charter school employees.

The district will determine if it has any vacant or unused buildings and make a list of such buildings; buildings may be made available for public charter school use, subject to Board approval and Board policy.

Public charter school students may, upon request, be allowed to participate in district programs such as physical education, instrumental and vocal music offerings, or other selected options if space and materials are available.¹ Students must adhere to state law, Board policies, regulations, and

¹ This does not apply to the Oregon law related to OSAA-sanctioned activity participation.

rules concerning student conduct and discipline.] [~~Public charter school students shall not be permitted to participate in district curricular programs.~~^{2]}

Public charter school students in grades K-8 may participate in their resident district’s activities that are offered before or after regular school hours. Public charter school students in grades 9-12 may participate in their resident district’s available activities that are sanctioned by the Oregon School Activities Association (OSAA) when the requirements found in Oregon law are met.

The district ~~will~~ **will not** provide instructional materials, lesson plans, or curriculum guides for use in a public charter school.

The superintendent will develop administrative regulations to include, but not limited to, the proposal process, review, and appeal procedures, and program evaluation, renewal, and termination.

END OF POLICY

Legal Reference(s):

[ORS 327.077](#)
[ORS 327.109](#)
[ORS 332.107](#)

[ORS 338](#)
[ORS 339.141](#)
[ORS 339.147](#)

[ORS 339.450](#)
[ORS 339.460](#)
[OAR 581-026-0005 - 0710](#)

Every Student Succeeds Act, 20 U.S.C. §§ 6311-6322 (2018).
[Senate Bill 767](#) (2023).

² Unless allowed by Oregon law related to OSAA-sanctioned activity participation.

BHSD Superintendent Evaluation Timeline/Process for 2023-2024

<i>Action</i>	<i>Date</i>	<i>Person(s)</i>
<ul style="list-style-type: none"> • Superintendent and board set evaluation goals for the upcoming year (if any). • Board/superintendent review the evaluation process (including Targeted Feedback Survey (TFS), if being used), standards, (additional goals, if any), forms and timelines to be used this school year. Board formally adopts all of these in open session. 	October Work Session 10/18/23	Board & Superintendent
<ul style="list-style-type: none"> • Superintendent reports interim progress on evaluation standards (also goals, if added to the standards) to the board. Progress is reported in open session, <i>any specific evaluative feedback from the board to the superintendent can be done in executive session.</i> (See note below.) 	Monthly in Work Sessions	Superintendent
<ul style="list-style-type: none"> • Evaluation documents sent to board/superintendent to be completed and returned to the board secretary (or designee) by 2/1/24. Results must be compiled by the 1/29 board meeting. 	February 2024	Board Secretary
<ul style="list-style-type: none"> • <i>Superintendent presents their self-evaluation to the Board. Superintendent exits upon completion of the self-evaluation and follow-up questions by the board, if any.</i> • <i>Board members discuss their evaluations and develop the board's official written summative evaluation document(s) that will be shared with the superintendent.</i> 	February Work Session 2/21/24	Board & Superintendent
<ul style="list-style-type: none"> • <i>Board and superintendent meet to discuss and clarify the summative evaluation document. Superintendent exits executive session.</i> • <i>Changes to the evaluation may be made as a result of the discussions.</i> • Board votes in open session to approve the summative evaluation and a short summary of the evaluation. 	February Work Session 2/21/24 2/21/24	Board & Superintendent
<ul style="list-style-type: none"> • A copy of the final written summative evaluation form is placed in the superintendent's personnel folder. 	2/29/24	Board & Superintendent
<ul style="list-style-type: none"> • Notify superintendent of their contract extension/non-extension (if applicable) 	2/29/24 (Contract due date is 3/1 annually)	Board

<ul style="list-style-type: none"> OSBA conducts T.F.S. 	5/1/24-5/8/24	OSBA
<ul style="list-style-type: none"> <i>Board reviews the results of the T.F.S. with OSBA and Superintendent</i> 	Work session 5/15/24	Board & Superintendent
<ul style="list-style-type: none"> Superintendent/board set evaluation goals for upcoming year. (Open session.) Board/superintendent review the evaluation process (including 360 feedback, if being used), standards, (additional goals, if any), forms and timelines to be used this school year. Board formally adopts all of these in open session. Superintendent reports interim progress on evaluation goals/standards to the board. Progress reported in open session, any specific evaluative feedback from the board to the superintendent can be done in executive session. 	Work session 6/19/24	Superintendent

Notes: All meetings noted above are Work Sessions (Special Meetings). Evaluation meetings may be held in executive session unless otherwise requested by the superintendent to be done in open session ORS 192.660(2)(i). (***This is denoted above with bold italics.***) This adopted timeline shall serve as notice to the superintendent of the pending stated executive sessions within this document.

2023 OSBA Elections Calendar
Adopted by the Board January 20, 2023

Nomination and election of regional members of the OSBA board of directors holding even-numbered positions and <u>all</u> LPC representatives		
August 21, 2023		Notice of position vacancies, candidate information packets, and official nomination forms shall be distributed to all incumbent directors and boards in eligible regions.
August 21, 2023, through September 29, 2023		A school board nominating one or more of its regional board members to the OSBA board of directors and/or LPC must do so by formal resolution of the board and timely submission of the nomination forms to the office of the OSBA. Nominations are closed after this date.
No later than October 13, 2023		Official ballots are distributed to member boards in each region 30 days prior to the date of the election, but no later than October 13.
No earlier than November 1, 2023		Member boards are asked to vote on the candidate(s) of their choice for their region no earlier than November 1, 2023, following the conclusion of all OSBA Fall Regional Meetings.
November 15, 2023, through December 15, 2023		Submission of votes to OSBA. Each member board in the appropriate region shall have one vote in the regional elections for members of the OSBA board of directors and LPC. The person receiving a majority of the votes cast for any position on the OSBA board of directors and LPC shall be elected.
As soon as possible		In cases where there are more than two candidates nominated for any position, and none receives a majority of the votes cast, a second ballot shall be required between the two candidates receiving the highest number of votes. The one receiving a majority of the votes cast shall be declared elected.
January 1, 2024		Newly elected officers and regional members of the OSBA board of directors and LPC officially take office.

OSBA Resolution Election		
No later than September 29, 2023		All resolutions to be submitted to the membership for a vote must be received at the OSBA offices.
No later than October 13, 2023		Resolution details, along with an official ballot, will be sent to the membership.
November 15, 2023, through December 15, 2023		Each member board in the state shall vote in the general election on resolutions, bylaws amendments, and Legislative Policies and Priorities (even-numbered years only) using the weighted voting system outlined in the bylaws.

OSBA Officer Elections		
September 22-24, 2023, or no later than October 31, 2023		The currently seated OSBA board of directors meets to elect officers. Candidates receiving a majority of the votes cast for any officer position on the OSBA board shall be elected.



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

Election - OSBA 2023 - Douglas/S. Coast Region (09)

2023 OSBA Election

* 1. Board of Directors Position 9

Vote

No election this year for Board of Directors Position 9

* 2. LPC Position 9 (Vote for one)

- Tom Chanez, Glendale 77
- Abstain
- No action taken

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

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

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

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

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

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

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

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

Done

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NOMINATION FORM
OSBA LEGISLATIVE POLICY COMMITTEE (LPC)
REGIONAL MEMBER

Date 9/22/2023

TO: Sami Al-Abdrabbuh, OSBA President-Elect
Oregon School Boards Association 1201 Court
St NE, #400
Salem, OR 97301
Fax: 503-588-2813
E-mail: OSBAelections@osba.org

**Nominations are due by 5 pm,
September 29, 2023.**

Return this form and all candidate information
forms to the OSBA office by email at
OSBAelections@osba.org, or mail to Oregon
School Boards Association, 1201 Court
St. NE, #400, Salem, OR 97301

Dear Sami Al-Abdrabbuh:

With this letter, our board nominates the candidate named below to a position on the OSBA Legislative Policy Committee for the Douglas/ South Coast Region, Position # 9.

LPC CANDIDATE INFORMATION

Name: Dr. Tom Chanez

District/ESD/Community College: Glendale School District #77

Address: 1277 Yeust Rd

City: Azalea Oregon ZIP: 97410

E-mail: Tom.chanez@glendale.k12.or.us Phone: 541-251-0815

This nomination was approved by official action of our board of directors at a duly called meeting on

9/20/2023

(date)



(Board Chair signature)

Board Chair name: Dr. Tom Chanez

District: Glendale #77

Address: 10598 Azalea Glen Road

City, State, Zip: Glendale, OR 97442

OSBA Legislative Policy Committee CANDIDATE QUESTIONNAIRE

Name: _____

Date: _____

Address: _____

City/Zip: _____

Business phone: _____

Residence phone: _____

Cell phone: _____

E-mail: _____

District/ESD/CC: _____

Term expires: _____ Years on board: _____

Region: _____

Position #: _____



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

Name

Date

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

1. What do you want to accomplish by serving on the Legislative Policy Committee (LPC)?
2. What leadership skills do you bring to the LPC? Give an example of a situation in which you demonstrated these skills.
3. What do you see as the two most challenging legislative issues faced by OSBA?
4. What do you see as the two most challenging legislative issues faced by your region?
5. What is your plan for communicating with boards in your region about legislative issues?

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

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

OSBA Legislative Policy Committee

CANDIDATE PERSONAL/PROFESSIONAL RESUME

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

Other education board positions held/dates:

Occupation (Include at least the past five years):

Employers:

Dates:

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

High school:

College:

Degrees earned:

Education honors and/or awards:

Other applicable training or education:

Activities, other state and local community services:

Hobbies/special interests:

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

Additional comments:

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

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



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

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

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

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

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

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

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

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

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

Submitted by: OSBA Board of Directors

BYLAWS

OREGON RURAL SCHOOL BOARD MEMBERS CAUCUS

OF THE

OREGON SCHOOL BOARDS ASSOCIATION

DRAFT

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ARTICLE 1

CHARTER

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

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

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

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

ARTICLE 2

NAME, MISSION AND GOALS:

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

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

2.3 Goals:

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

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

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

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

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

ARTICLE 3

MEMBERSHIP

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

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

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

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

ARTICLE 4

BUDGET

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

ARTICLE 5

MEETINGS

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

5.2 Regular and Special Meetings.

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

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

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

5.3 Notice.

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

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

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

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

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

ARTICLE 6

Rural Leadership Assembly

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

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

6.3 Nomination and Election

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

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

6.4 Designations

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

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

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

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

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

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

ARTICLE 7

EXECUTIVE COMMITTEE

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

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

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

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

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

ARTICLE 8

COMMITTEES

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

ARTICLE 9

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

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

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

ARTICLE 10

GENERAL PROVISIONS

10.1 Amendment of Bylaws

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

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

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

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



Resolution

Resolution to Amend the OSBA's 2018 Bylaws

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

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED that the proposed Bylaws and a copy of this resolution be forwarded to all member boards of the Association in accordance with the OSBA Board of Directors adopted elections calendar.

Submitted by: OSBA Board of Directors



BYLAWS

As Amended by the Membership: December 2018

Suggested Revisions: September 23, 2023

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SECTION 1 PURPOSE

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2 MEMBERS

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

2.1.1 Local School District as defined under ORS Chapter 332;

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

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

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

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

2.4 Voting Power.

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

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

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

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

2.5 Process of Approval of Member Resolutions.

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

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

2.6 Regional Election of Directors and LPC Members

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~**2.1.4 Approval:** With the exception of approving amendments to the Association's bylaws, which is outlined in Section 7.1 of these bylaws, approval by written ballot is effective when:~~

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

~~2.1.4.2 The number of approvals equals or exceeds a majority of the number of returned ballots.~~

SECTION 3 DIRECTORS

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

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

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

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

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

3.4.2 Directors taking office on or after January 1, 2018, may serve five consecutive two-year terms and, if eligible, may rerun after a two-year hiatus.

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

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

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

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

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

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

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

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

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

3.6 Vacancies. In the event that any director position₇ other than the immediate past president is vacant during the term of office, the remaining directors may appoint an interim director from the same region to serve until December 31 of the same year. If the board of directors cannot recruit a candidate from the region₂, they may appoint a person from a contiguous region to serve as director representing the open region. An individual appointed as a director from a contiguous region is not eligible to serve as an officer of the board. The members shall elect, using the procedures in Section 3.5.2, an interim director to serve from January 1 of the next year until the end of the remaining term. If there is a vacancy in ~~an OSBA caucus-designated director position the Members of Color Caucus' director position~~, then the ~~Caucus-caucus~~ shall, as set forth in Section 3.5.3, appoint a new ~~Caucus caucus officer-representative~~ to serve the remaining term.

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

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

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

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

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

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

~~**3.123.13 Voting:** If a quorum is present when a vote is taken, the affirmative vote of a majority of the directors present when the action is taken is the act of the board of directors except to the extent that the articles of incorporation, these bylaws, or applicable law require the vote of a greater number of directors.;~~

~~**3.133.14 Presumption of Assent.** A director who is present at a meeting of the board of directors when corporate action is taken is deemed to have assented to the action taken unless:~~

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

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

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

SECTION 4 COMMITTEES AND CAUCUSES

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

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

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

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

(b) The finance committee shall operate within the guidelines of the corporation's investment policy guidelines and the Finance Committee Operating Manual Guidelines.

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

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

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

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

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

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

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

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

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

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

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

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

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

4.4.1 Clearly articulate the vision, mission and goals of the Caucus.

4.4.2 Adopt bylaws for operating, programming and governing within the context of the Association bylaws described herein.

4.4.3 Comply with Association policies and guidelines.

4.4.34.4.4 Caucuses shall be added or eliminated to this provision through the amendment process described in these bylaws.

4.4.5 With the adoption of this section, the The Oregon School Board Members of Color Caucus is was established by a vote of the membership in 2018.

4.4.5 With the adoption of this sections, the Oregon Rural School Boards Caucus is established.

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

SECTION 5 OFFICERS OF THE BOARD OF DIRECTORS

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 6 NONDISCRIMINATION

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

SECTION 7 GENERAL PROVISIONS

7.1 Amendment of Bylaws.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

DRAFT

Crosswalk for OSBA Proposed Bylaw changes
 New language is underlined; deleted language is ~~struck through~~; and moved language is **highlighted**.

Section	Proposed Language	What changed
2.12	<p>Action by Written Ballot. Any action required <u>of the members will be taken by written ballot and</u> or permitted to be taken at a members' meeting may be taken without a meeting if the Association will deliver a written ballot to every member entitled to vote on the matter. A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds a quorum of the members, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast is the same as the number of votes cast by ballot. A written ballot shall set forth each proposed action, indicate the number of responses needed to meet the quorum requirements, state the percentage of approvals necessary to approve each matter, and specify a reasonable time by which a ballot must be received by the Association in order to be counted. Once delivered, a written ballot may not be revoked.</p>	<p>This is a major edit that clarifies the process for membership voting. The current language assumed voting by the membership might take place in a face-to-face meeting, which will never occur as we consider our members to be school boards, esd board and community college boards and not individuals board members. This change clarifies the process of action of the membership by written ballot.</p>
2.13	<p>Unanimous Written Consent. Any action required or permitted to be taken at a members' meeting may be taken without a meeting if the action is taken by all members entitled to vote on the matter. The action shall be evidenced by one or more written consents describing the action taken, signed by each member, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this section is effective when the last member entitled to vote on the matter signs the consent, unless the consent specifies an earlier or later effective date.</p>	<p>Language removed as the organization only allows membership voting via a written ballot. (See above).</p>
2.1.4 <u>2.1.3</u>	<p>Quorum and Voting. A quorum of the members shall consist of those votes represented at a meeting of the members. If a quorum is present when a vote is taken, the affirmative vote of a majority of the votes represented and voting when the action is taken is the act of the members except to the extent that the articles of incorporation, these bylaws, or applicable law require the vote of a greater number of members. <u>A quorum of the members shall consist of a majority of members in good standing at the time the ballots are to be returned to the association.</u></p>	<p>Edited to clarify the definition of a quorum.</p>
2.1.4	<p>Approval: With the exception of approving amendments to the Association's bylaws, which is outlined in Section 7.1 of these bylaws, approval by written ballot is effective when: <u>2.14.1 The number of votes cast by ballot equals or exceeds a quorum of the members; and</u></p>	<p>Edited to clarify what is needed for approval when the membership is voting by ballot.</p>

Crosswalk for OSBA Proposed Bylaw changes
 New language is underlined; deleted language is ~~struck through~~; and moved language is **highlighted**.

Section	Proposed Language	What changed
	<u>2.1.4.2</u> The number of approvals equals or exceeds a majority of the number of returned ballots.	
3.2	Qualifications. Directors must serve on the board of a member of the Association <u>throughout the duration of their term, with the exception of the director serving as past president.</u>	Edit to specify an exception for the past president position only.
3.3	Number. The board of directors shall consist of not fewer than three nor more than 24 <u>25</u> persons. The number of directors may be fixed or changed periodically, within the minimum, and maximum by the members.	Edit to account for Rural Caucus appointee to the Board of Directors.
3.4.3	If a director serving as an officer immediate past president requires additional time beyond the term limits outlined above, the term limits will be held in abeyance to allow the director to complete their term as <u>immediate</u> past president.	New language added to specify an exception for the past president position only.
3.5	Composition. The board of directors will be comprised of up to 23 regionally elected directors, one designated director as defined in the bylaws of the Oregon School Board Members of Color Caucus, <u>one designated director as defined in the bylaws of the Oregon Rural School Boards Caucus</u> and ex-officio nonvoting members as delineated in Section 3.5.4.	Edit to correct grammar and new language added to add the Rural Caucus appointee to the Board of Directors.
3.5.3	Designated Representatives. <u>In accordance with their bylaws, caucuses of OSBA,</u> The Oregon School Board Members of Color Caucus shall appoint an officer <u>a representative</u> of the Caucus to serve as a director of the Association. The appointee, as defined in the Caucus bylaws <u>representative must,</u> shall be an elected or appointed member of any public board of education in Oregon who is an active member in good standing with the Association. All Association bylaws and policies shall apply to the designated representative serving as the Caucus' director of the Association.	Edit to account for Rural Caucus appointee to the Board of Directors and any future Caucus.
3.6	Vacancies. In the event that any director position, other than the immediate past president is vacant during the term of office, the remaining directors may appoint an interim director from the same region to serve until December 31 of the same year. If the board of directors cannot recruit a candidate from the region, they may appoint a person from a contiguous region to serve as director representing the open region. An individual appointed as a director from a contiguous region is not eligible to serve as an officer of the board. The members shall elect, using the procedures in Section 3.5.2, an interim director to serve from January 1 of the next year until the end of the remaining term. If there is a vacancy in <u>an OSBA caucus-designated director position,</u> Members of Color Caucus' director position,	Edit to account for Rural Caucus appointee to the Board of Directors and any future Caucus.

Crosswalk for OSBA Proposed Bylaw changes
 New language is underlined; deleted language is ~~struck through~~; and moved language is **highlighted**.

	then the C caucus shall, as set forth in Section 3.5.3, appoint a new C caucus officer-representative to serve the remaining term.	
Section	Proposed Language	What changed
3.12	Quorum and Voting. A quorum of the board of directors shall consist of a majority of the number of directors in office <u>at the time</u> the meeting begins. If a quorum is present when a vote is taken, the affirmative vote of a majority of the directors present when the action is taken is the act of the board of directors except to the extent that the articles of incorporation, these bylaws, or applicable law require the vote of a greater number of directors.	Edited to clarify the definition of a quorum for the OSBA Board of Directors. Highlighted text was moved to section 3.13.
3.13	Voting. If a quorum is present when a vote is taken, the affirmative vote of a majority of the directors present when the action is taken is the act of the board of directors except to the extent that the articles of incorporation, these bylaws, or applicable law require the vote of a greater number of directors.	Language moved from section 3.12 but there is no change to current language.
2.1.2	Finance Committee. The finance committee shall be appointed by the president and shall be composed of members from Oregon public school districts, education service districts, and community colleges with boards that meet all criteria to be Association voting members. The members shall include, but are not limited to, the Association secretary/treasurer and vice president, one Association board director from the PACE board, one district business official and one at-large board member. The finance committee shall operate within the guidelines of the corporation’s investment policy and the Finance Committee Operating Manual. (a) <u>Finance committee members serve for a term of two (2) years unless they are appointed to replace a member who left the committee before finishing their two-year term, in which case the member will serve the remainder of the two-year term.</u> (b) The finance committee shall operate within the guidelines of the corporation’s investment policy guideline(s) and the Finance Committee Operating Manual guideline.	Highlighted struck out language moved to (b). New language added related to the terms finance committee members. Language moved from 2.1.2 and edited language to reflect the committee’s use of guidelines and not policies.
4.1.3 (b)	<u>Composition.</u> The LPC shall be composed of the voting members of the board of directors and the regional representatives elected under the procedures defined in 4.1.3(c) and (d) <u>and one designated voting member as defined in the bylaws of the Oregon School Board Members of Color Caucus and the</u>	Added language to add the School Board Members of Color caucus, which was inadvertently omitted during the previous amendment. Added language to include the Rural School Boards Caucus.

Crosswalk for OSBA Proposed Bylaw changes
 New language is underlined; deleted language is ~~struck through~~; and moved language is **highlighted**.

	<u>Oregon Rural School Boards Caucus.</u> All committee members must be elected or appointed directors of a member. The vice president of the board <u>of directors</u> shall chair the LPC.	
Section	Proposed Language	What changed
4.14	<p><u>PACE Trustees: The board of directors shall appoint the trustees of the OSBA Property and Casualty Coverage for Education Trust ("PACE"). As per the PACE Restated Trust Agreement, the PACE trustees shall nominate trustee candidate(s) to the OSBA board of directors. If the list of candidates is not acceptable by the board of directors, the PACE trustees will continue to submit nominated candidate(s) for consideration until accepted by the board of directors.</u></p> <p><u>(a) PACE trustees taking office on or after January 1, 2023, may serve three consecutive three-year terms and, if eligible, may return after a one-year hiatus.</u></p>	This is new language to add PACE Trustees under the Committees and Caucus section and to outline the process for appointment as well as the terms of the members.
4.4	Caucuses	New language stating caucuses must comply with OSBA policies/guidelines.
4.4.3	<u>Comply with Association policies and guidelines.</u>	
4.4.5	<u>The Oregon School Board Members of Color Caucus is was established by a vote of the membership in 2018.</u>	Edited language outlining when the OSBMCC was established.
4.4.6	<u>With the adoption of this sections, the Oregon Rural School Boards Caucus is established.</u>	New language to establish the Rural caucus.
Section 7.1	Amendment to bylaws	
7.1.1	<p>Amendments to the bylaws may be initiated by the board of directors or submitted by a member to the board of directors. Amendments must be approved by a vote of two thirds majority of the members at any regular or special meeting. The board of directors shall provide written notice to the members containing a statement that the members will be asked to approve the amendment and a copy of the proposed amended bylaws. Such notice shall be provided by US mail or email at least 15 days prior to the member meeting at which the vote will take place.</p>	This section was edited for clarity and readability. No substantial change to content. The highlighted language was moved to the next paragraph but there was no change to the language.

Crosswalk for OSBA Proposed Bylaw changes
 New language is underlined; deleted language is ~~struck through~~; and moved language is **highlighted**.

7.1.2	The board of directors shall provide written notice to the members containing a statement that the members will be asked to approve the amendment and a copy of the proposed amended bylaws.	This language was moved from the section above with no changes.
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Section	Proposed Language	What changed
7.1.3	<u>Action by Written Ballot:</u> The Association will deliver a written ballot to every member entitled to vote on the matter. The ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action and specify a reasonable time by which a ballot must be received by the Association in order to be counted. Once delivered, a ballot may not be revoked.	This is new language to outline the process of voting on bylaw changes.
7.1.4	<u>Approval:</u> Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds a quorum of the members, and the number of approvals equals or exceeds two-thirds majority of the number of the returned ballots.	Language added to clarify approval of the membership on bylaw changes.
7.1.5	<u>Quorum:</u> A quorum of the members shall consist of a majority of members in good standing at the time the ballots are to be returned to the Association.	Language added to clarify the definition of a quorum for action on bylaw changes.

Minor Edits

Section	Proposed Language	
1	Purpose: No change to language – formatting change only	
2.4.2	Voting Power/Resolution: (d) K-12 Local Districts with an ADMr between of 39,000.1 and above or more shall have five votes.	
3.1	Powers. Except as provided under Section 2.2, all corporate powers shall be exercised by or under the authority of and the affairs of, are managed under the direction of a <u>the</u> board of directors. The board of directors shall adopt policies defining specific obligations of the board of directors.	
3.5.2	Regional Election. The nomination and election of directors shall be in accordance with the elections calendar <u>annually</u> adopted by the board.	
3.9	Meetings. An annual meeting of the board of directors shall be held immediately after, and at the same place as, the annual meeting of members. If the time and place of any other directors’ meeting is regularly scheduled by the board of directors, the meeting is a regular meeting. All other meetings are special meetings. A special meeting of the	

Crosswalk for OSBA Proposed Bylaw changes
New language is underlined; deleted language is ~~struck through~~; and moved language is **highlighted**.

	board of directors may be called by the president or the president-elect or 20 percent of the board of directors. The board of directors may hold annual, regular or special meetings <u>at any location</u> in or out of the State of Oregon.
4.1.3	Legislative Policy Committee. The board of directors shall maintain a Legislative Policy Committee (<u>LPC</u>).

**Brookings-Harbor School District
629 Easy Street
Brookings OR 97415**

Application for Brookings Harbor School District Budget Committee

The School Board genuinely appreciates your interest in serving on our School District Budget Committee. To be considered for appointment to this Committee, please complete this form and return it to the District Office, 629 Easy Street, Brookings, OR 97415 or email a copy to the Board's Admin Assistant Nancy Raskauskas-Coons at nancyr@brookings.k12.or.us. The district has 4 open positions out of 5 total at this time.

The initial deadline for applications is 4 p.m. on Oct. 13, 2023. If positions remain to be filled after the October 2023 Regular Board Meeting, the next deadline will be Jan. 12, 2024. The Board will consider applications for appointment monthly until filled. For more information, see <https://www.brookings.k12.or.us/budget/>

By state law and district policy, School District Budget Committee members must meet three criteria:

- 1) Live within the geographic boundaries of District 17-C
- 2) Be a registered voter in the State of Oregon.
- 3) NOT be an employee or agent of District 17-C

Name _____

Address _____

Phone _____

Do you have any school-age children? _____ If yes, what ages? _____

Please list any relevant school committees or business/community activities which you have been involved with in the past two years:

Please describe any special qualifications or abilities you may have that would help you to fulfill your responsibilities as a member of the Budget Committee:

Which of the following terms are you willing to serve? (You may select one or both).

- Term Expires June 30, 2025 (1 position available)
- Term Expires June 30, 2027 (3 positions available)

(Please use the back of this page or another sheet if necessary)