

**BETHEL SCHOOL BOARD MEETING**

Hybrid Meeting hosted from the District Office – 4640 Barger Drive

Monday, November 14, 2022 - 6:30 p.m.

Join Zoom Webinar:

<https://bethel-k12-or-us.zoom.us/j/85997303233?pwd=bExGZTBZZStYUnFweC8zY3JxbmJHdz09>

Passcode: 784253

Or

Phone number to listen: 1-253-215-8782

Webinar ID: 859 9730 3233

Passcode: 784253

**AGENDA**

**1. Call to Order**

**Rich Cunningham, Chair**

**2. Pledge of Allegiance**

**3. Approval of Minutes**

**4. Delegations and Visitors**

Public comment will be taken either in person, via Zoom Webinar, or in writing and will be limited to thirty minutes. To sign up for public comment via Zoom Webinar, please complete [this form](#) by noon the day of the Board Meeting. Written comments can be submitted to [publiccomment@bethel.k12.or.us](mailto:publiccomment@bethel.k12.or.us). Board members will have access to written public comments submitted by noon the day of the Board Meeting.

**5. Oath of Office**

KHS Student Representatives to the Board: Mikah Graham and Emmanuel Morales; and WHS Student Representative to the Board: Annette Tapia

**6. Superintendent's Report**

- A. Student Representative Reports, KHS and WHS
- B. School Presentations: Cascade and Willamette
- C. Bethel Mentor Program, Anne Bridgman
- D. Financial Statement: Andrea Belz
- E. Superintendent's Update
- F. Policy Update, 1<sup>st</sup> Reading
  - a. BBFA – Board Member Ethics and Conflicts of Interest – *No changes*
  - b. BBFB – Board Member Ethics and Nepotism – *No changes*
  - c. BCE – School Board Committees – *No Changes*
  - d. BFA – Policy Format – *No changes*
  - e. BG – Board – Staff Communications – *New policy*
  - f. CD – Team Management – *No Changes*

**BETHEL SCHOOL DISTRICT #52**

**BOARD OF DIRECTORS**

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- g. GBN/JBA-AR2 – Federal Law (Title IX) Sexual Harassment Complaint Procedure – *New administrative regulation*
- h. JBA/GBN-AR2 – Federal Law (Title IX) Sexual Harassment Complaint Procedure – *New administrative regulation*
- i. IGAI – Human Sexuality Education – *Updated to reflect new language*
- j. IGBAF – Special Education – Individualized Education Plan (IEP) – *Updated to reflect new language*
- k. IGBAF-AR – Special Education – Individualized Education Plan (IEP) – *Updated to reflect new language*

G.

**7. Consent Agenda**

Personnel Action

Resolution No. 17

**8. Action Items**

A. Adopt Policies BBFA, BBFB, BCE, BFA, and CD

Resolution No. 18

B. Extend Budget Committee Timeline

Resolution No. 19

C.

**9. Information and Discussion**

A.

**10. Board Activity Update**

A.

**11. Review of Next Meetings: Monday, December 12, 2022**

A. OSBA Election

B. Financial Statement: Andrea Belz

C.

**Monday, January 9, 2023 – Strategic Planning Work Session**

**12. Adjournment**

**MINUTES**  
**BETHEL SCHOOL DISTRICT #52**  
**BOARD OF DIRECTORS**  
**OCTOBER 10, 2022**

The October 10, 2022 meeting of the Board of Directors was held in person and was remotely accessible via Zoom Webinar.

**ATTENDANCE**

Board Members: Debi Farr, Paul Jorgensen, Greg Nelson, Caleb Clark, Robin Zygaitis, and Chair, Rich Cunningham

Absent: Ashley Espinoza

District staff and presenters: Superintendent Sproles, Remie Calalang, Andrea Belz, Jill Robinson-Wolgamott, Pat Bradshaw, Pat McGillivray, Logan Grassest, and Jill Busby

**CALL TO ORDER**

Chair Cunningham called the October 10, 2022 meeting of the Board of Directors to order at 6:31 p.m.

**PLEDGE OF ALLEGIANCE**

Director Clark led the Pledge of Allegiance.

**ACTION ON MINUTES**

Chair Cunningham presented the Minutes from the September 26, 2022 Board Meeting and asked for additions or corrections. Hearing none, the Board approved the Minutes as submitted.

**DELEGATIONS AND VISITORS**

Superintendent Sproles summarized written public comment submitted by Bethel parent Jennifer Tillotson expressing concern with not being allowed to walk her child to their classroom.

Curt Nordling

Bethel Teacher and Eugene Education Association (EEA) Vice President Curt Nordling provided in-person public comment urging the Board to use HB 4030 funds on retention bonuses for current staff who have worked for the District during the past year.

Liz Killam

Bethel parent Liz Killam provided public comment via Zoom Webinar. Ms. Killam inquired about a site council at Willamette and stated that if anyone is interested in running for a Board position she would be willing to share information about resources to do so. Ms. Killam also commented on a documentary video titled *Whose Children Are They?* and the book *Publicly Schooled*.

**SUPERINTENDENT'S REPORT**

Bond Work Update: Pat Bradshaw and Pat McGillivray

Bond Project Manager Pat Bradshaw and Bond Steering Committee member Pat McGillivray shared a video of bond construction projects currently in progress. The video included updates on covered playgrounds at several schools, the Kalapuya classroom addition, the Willamette softball field, and the Cascade rebuild, and provided a timeline for the Willamette CTE building. A live webcam of the Cascade rebuild is available on the bond page of the District's website. Updated videos highlighting the progress of bond projects will be posted

## MINUTES

### BETHEL SCHOOL DISTRICT #52

### BOARD OF DIRECTORS

OCTOBER 10, 2022

there as well. Mr. Bradshaw, Mr. McGillivray, and Superintendent Sproles provided additional details related to bond projects and answered questions from the Board.

#### Financial Statement: Andrea Belz

Business Services Director Andrea Belz reviewed the September 2022 financial statement showing an estimated Ending Fund Balance of \$5,260,898.

#### Division 22 Standards: Jill Robinson-Wolgamott

Director of Teaching and Learning for Elementary Jill Robinson-Wolgamott shared an overview of the Division 22 Standards reporting requirements and reviewed changes to the Division 22 Standards for the 2021-22 school year. The District is in compliance in all areas for the 2021-22 school year except teacher training related to dyslexia and universal screenings for risk factors of dyslexia. Ms. Robinson-Wolgamott reported that the District is now in compliance because of the implementation of dyslexia training for specific staff. Ms. Robinson-Wolgamott reviewed new and revised rules and requirements for compliance with Division 22 Standards for the 2022-23 school year. In addition, Ms. Robinson-Wolgamott commented on the postponement of the English Language Development curriculum adoption and its anticipated timeline.

#### Superintendent's Update

Superintendent Sproles announced National School Lunch Week October 10<sup>th</sup> through 14<sup>th</sup> and invited Board members to join him as he visits schools to recognize and thank Nutrition Services workers and spend time with students during their lunch period. Superintendent Sproles also provided an update on the status of the District's strategic planning process and noted that focus groups at schools will begin this week and preliminary data will be presented at the October 24<sup>th</sup> Board Work Session. Strategic Planning Work Group meetings, community and staff surveys, and listening sessions will take place over the next two months. In addition, Superintendent Sproles recognized Indigenous Peoples' Day and shared a video created by Oregon Education Association which was shared across the state and featured Bethel educators Nicole Butler-Hooton and Tyla LaGoy recognizing and honoring the history of Indigenous Peoples of Oregon. Flags representing 574 federally recognized Native American Tribes were placed by the District's Native Education Parent Group in front of the District Office for the day.

## CONSENT AGENDA

### Resolution No. 14 – Personnel Action

**Motion:** Greg Nelson moved, Paul Jorgensen seconded, to approve the Consent Agenda as specified below.

#	Name	Type	Description
1.	Anderson, Jamie	Additional Temporary Hours for 2022-23	Offer Temporary Contract for additional .13 FTE Teen Parent Teacher @Willamette; Total: 1.0 FTE.
2.	Kelley, Lori	Additional Temporary Hours for 2022-23	Offer Temporary Contract for additional .5 FTE Art Teacher @Clear Lake; Total: 1.0 FTE.
3.	LaGoy, Tyla	Hire for 2022-23	Offer Extra Duty Contract for Yearbook Advisor @Shasta.
4.	O'Reilly, Matthew	Resignation	Accept Resignation effective November 22, 2022; Position Held:

**MINUTES**

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			Reading/Math Interventionist @Meadow View; 1+ years at Bethel.
5.	Skordal, Kassidy	Resignation	Accept Resignation effective November 21, 2022; Position Held: K-5 Extended Resource Room Teacher @Prairie Mountain; 3 months at Bethel.
6.	Witty, Shannon	Hire for 2022-23	Offer Extra Duty Contract for Assistant Volleyball Coach @Willamette.
7.	Zapata, Jessica	Hire for 2022-23	Offer Extra Duty Contract for Latinos Unidos Advisor @Willamette.

**Motion Passed, 6-0**

**Absent:** Ashley Espinoza

**ACTION ITEMS**

**Resolution No. 15 – Adopt Policy GBDA**

**Motion:** Debi Farr moved, Rich Cunningham seconded, to adopt the following Board Policy:

GBDA – Expression of Milk or Breast-feed in the Workplace

Director Clark proposed that policy GBDA be adopted as-is with the last sentence removed. The Board discussed the age restriction identified in the last sentence of the policy and agreed that the sentence should be stricken. Director Farr requested that the motion be withdrawn. With no objection from the Board, the motion was withdrawn.

**Resolution No. 15 – Adopt Policy GBDA**

**Motion:** Debi Farr moved, Rich Cunningham seconded, to adopt the following Board Policy with the last sentence removed:

GBDA – Expression of Milk or Breast-feed in the Workplace

**Motion Passed, 6-0**

**Absent:** Ashley Espinoza

**Resolution No. 16 – Notice of Intent to Maintain Participation in the Formal Governance of Lane ESD by requesting 50% or less of ADMw in Transit Dollars**

**Motion:** Robin Zygaitis moved, Caleb Clark seconded, to issue a Notice of Intent to maintain participation in the formal governance of Lane Education Service District by requesting 50% or less in ADMw Transit Dollars for fiscal year 2023-2024.

**Motion Passed, 6-0**

**Absent:** Ashley Espinoza

Director Farr commented that she appreciates the *Bethel Equity Tool Questions* cards placed on the boardroom tables and thanked Director Clark for bringing the issue regarding the restrictive language in policy GBDA to the Board’s attention.

Superintendent Sproles provided an explanation of Resolution No. 16 and Lane ESD Transit Dollars.

**MINUTES**

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**INFORMATION AND DISCUSSION**

- A. National School Lunch Week, October 10-14
- B. BEF Breakfast at Bethel, Friday, October 21, 7am, Meadow View
- C. OSBA Legislative Roadshow, Thursday, October 27, 6pm dinner, 6:30pm start, Lane ESD, RSVP
- D. OSBA Annual Convention, November 11-13, Portland Marriott Downtown Waterfront Hotel.  
Superintendent Sproles shared that Willamette Jazz Band will perform at this year's OSBA Annual Convention.

**BOARD ACTIVITY UPDATE**

None

**REVIEW OF NEXT MEETING: MONDAY, OCTOBER 24, 2022**

- A. Strategic Planning Work Session: Kristen Miles, OSBA

**ADJOURNMENT**

There being no further business to bring before the Board, Chair Cunningham adjourned the meeting at 7:57 p.m.

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Clerk – Kraig Sproles

*jcb*

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Chair – Rich Cunningham

Bethel School District GENERAL FUND  
Revenue and Expenditure Report (unaudited)  
Fiscal Year 2023

	better than forecast
	within 2% of forecast
	Within 2% - 4% of forecast
	Over 4% of forecast

	Actuals To October 2022	Future Months Projected To June 2023	Preliminary	2022-2023 ADOPTED BUDGET	Budget Variance
			2022-2023 Totals		
<b>REVENUES</b>					
LOCAL SOURCES:					
Property Taxes	135,429	18,594,562	18,729,991	18,729,991	0
Tuition from other districts	0	500	500	500	0
Investment earnings	92,569	287,431	380,000	100,000	280,000
Misc. local sources	15,845	128,155	144,000	144,000	0
Subtotal	243,843	19,010,648	19,254,491	18,974,491	280,000
INTERMEDIATE SOURCES:					
County School Fund	0	230,000	230,000	230,000	0
Heavy Equipment Tax	4,326	25,674	30,000	30,000	0
Subtotal	4,326	255,674	260,000	260,000	0
STATE SOURCES:					
State School Fund	17,621,903	24,732,743	42,354,645	42,354,645	0
Common School Fund	0	554,101	554,101	554,101	0
High Cost Disability	0	100,000	100,000	100,000	0
Subtotal	17,621,903	25,386,844	43,008,747	43,008,747	0
FEDERAL SOURCES:					
Federal Forest Fees	0	200,000	200,000	200,000	0
Subtotal	0	200,000	200,000	200,000	0
OTHER RESOURCES:					
Interfund Transfers In	50,000	0	50,000	0	50,000
Sale of or Comp for loss of asset	338	0	338	0	338
Subtotal	50,338	0	50,338	0	50,338
Total, monthly revenues	10,632,013	48,618,027	62,773,576	62,443,238	330,338
<b>EXPENDITURES</b>					
Salaries	3,837,404	30,903,241	34,740,644	34,740,644	0
Employee payroll costs & benefits	2,343,596	20,892,811	23,236,407	23,236,407	0
Purchased services	795,658	4,818,598	5,614,256	5,614,256	0
Supplies	360,776	1,116,701	1,477,477	1,477,477	0
Capital outlay	18,697	1,303	20,000	20,000	0
Insurance/Dues/Other	683,123	212,752	895,875	895,875	0
Interfund Transfers	0	1,924,586	1,924,586	1,924,586	0
Contingency	0	0	0	4,033,992	(4,033,992)
Total, monthly expend.	8,039,254	59,869,991	67,909,246	71,943,238	(4,033,992)
<b>Operating Income / (Deficit)</b>			<b>(5,135,670)</b>	<b>(9,500,000)</b>	

**Beginning Fund Balance (unaudited)** 10,152,808 9,500,000

Operating Income / (Deficit) (5,135,670) (9,500,000)

**Estimated Ending Fund Balance** 5,017,138 0

Ending Fund Balance as Percentage of Expenditures **7.39%** Goal - 9% (payroll for one month)

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**BETHEL SCHOOL DISTRICT #52**  
**BOARD OF EDUCATION POLICY STATEMENT**

Subject: Board Member Ethics and Conflicts of Interest

Policy Number: BBFA Effective Date: 12/2022

Date of Original Policy and Revisions: 10/08, 7/10, 10/13, 12/15, 9/16, 10/19

Cancels Policy No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Date of Next Review: 12/2025

**POLICY**

No Board member will use his/her official position or office to obtain personal financial benefit or to avoid financial detriment for him or her, relatives, household members or for any business with which the Board member, household member or a relative is associated.

This prohibition does not apply to any part of an official compensation package, honorarium allowed by ORS 244.042, reimbursement of expenses, or unsolicited awards of professional achievement. Further, this prohibition does not apply to gifts from one without a legislative or administrative interest. Nor does it apply if the gift is under the annual \$50 gift limit from one who has a legislative or administrative interest in any matter subject to the decision or vote of the Board member. District-provided meals at Board meetings are acceptable under the reimbursement of expenses exception.

**I. CONFLICTS OF INTEREST**

“Business” means any corporation, partnership, proprietorship, enterprise, association, franchise, firm, organization, self-employed individual or any legal entity operated for economic gain. This definition excludes any income-producing tax exempt 501(c) not-for-profit corporation with which a public official or a relative of the public official is associated only as a member or Board director or in a non-remunerative capacity.

“Business with which a Board member or relative is associated” means any private business or closely held corporation of which a Board member or relative is a director, officer, owner, employee or agent or any private business or closely held corporation in which a Board member or relative owns or has owned stock, another form of equity interest, stock options or debt instruments worth \$1,000 or more at any point in the preceding year; any publicly held corporation in which a Board member or relative owns or has owned \$100,000 or more in stock or another form of equity interest, stock options or debt instruments at any point in the preceding calendar year; or any publicly held corporation of which a Board member or relative is a director or officer.

“Relative” in the *conflict of interest context* is defined as a Board member’s spouse<sup>1</sup>; child, sibling, half-sibling, son-in-law or daughter-in-law, spouses of siblings, aunts, uncles, nieces, nephews and step-parents, and parents of a Board member or of spouse. Relative also includes any individual for whom the Board member has a legal support obligation, whose employment provides benefits<sup>2</sup> to the Board member, or who receives any benefit from the Board member’s public employment.

“Member of the household” means any person who resides with the public official.

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<sup>1</sup> The term spouse includes domestic partners.

<sup>2</sup> Examples of benefits may include, but not be limited to, elements of an official compensation package including benefits such as insurance, tuition or retirement allotments.

**BETHEL SCHOOL DISTRICT #52  
BOARD OF EDUCATION POLICY STATEMENT**

No Board member will solicit or receive, directly or indirectly, any pledge or promise of future employment based on any understanding that the Board member's vote, official action or judgment would be thereby influenced.

No Board member will attempt to use or use for personal gain any confidential information gained through his/her official position or association with the district. A Board member will respect individuals' privacy rights when dealing with confidential information gained through association with the district.

If a Board member participates in the authorization of a public contract, the Board member may not have a direct beneficial financial interest in that public contract for two years after the date the contract was authorized.

Individual Board members and the Board as a public entity are bound by the Code of Ethics for public officials as stated in Oregon law.

**Potential Conflict of Interest**

"Potential conflict of interest" means any action or any decision or recommendation by a Board member that could result in a financial benefit or detriment for self or relatives or for a business with which the Board member or relatives are associated, unless otherwise provided by law.

A Board member must publicly declare a potential conflict of interest. A Board member may, after declaring his/her potential conflict of interest, either vote or abstain on the issue. Abstaining from a vote does not meet the legal requirement of publicly stating a potential conflict.

**Actual Conflict of Interest**

"Actual conflict of interest" means any action or any decision or recommendation taken by a Board member that would result in a financial benefit or detriment to self or relatives or for any business with which the Board member or relatives are associated, unless otherwise provided by law.

A Board member must publicly declare an actual conflict of interest. The Board member may not vote lawfully if an actual conflict of interest exists unless a vote is needed to meet a minimum requirement of votes to take official action. Such a vote does not allow the Board member to participate in any discussion or debate on the issue out of which an actual conflict arises.

**Class Exception**

It will not be a conflict of interest if the Board member's action would affect to the same degree a class consisting of all inhabitants of the state, or a smaller class consisting of an industry, occupation or other group including one of which or in which the person, or the person's relative or business with which the person or the person's relative is associated, is a member or is engaged. For example, if a Board member's spouse is a member of the collective bargaining unit, the Board member may vote to approve the contract, as it will affect all members of that class to the same degree.

**II. GIFTS**

Board members are public officials and therefore will not solicit or accept a gift or gifts with an aggregate value in excess of \$50.00 from any single source in a calendar year that has a legislative or administrative interest in any matter subject to the decision or vote of the Board member. All gift related provisions

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BOARD OF EDUCATION POLICY STATEMENT**

apply to the Board member, their relatives, and members of their household. The \$50 gift limit applies separately to the Board member, and to the Board member's relatives or members of household, meaning that the Board member and each member of their household and relative can accept up to \$50.00 each from the same source/gift giver. "Gift" means something of economic value given to a Board member without valuable consideration of equivalent value, which is not extended to others who are not public officials on the same terms and conditions. "Relative" *in the gift context* means the spouse,<sup>3</sup> child, sibling, half-sibling, son-in-law or daughter-in-law, spouses of siblings, and parents of a Board member or of spouse; aunts, uncles, nieces, nephews and step-parents. Relative also includes any individual for whom the Board member has a legal support obligation; or any individual for whom the Board member provides benefits arising from the Board member's public employment or from whom the Board member receives benefits<sup>4</sup> arising from that individual's employment.

"Member of the household" means any person who resides with the Board member.

**Determining the Source of Gifts**

Board members should not accept gifts in any amount without obtaining information from the gift giver as to who is the source of the gift. It is the Board member's personal responsibility to ensure that no single source provides gifts exceeding an aggregate value of \$50 in a calendar year, if the source has a legislative or administrative interest in any matter subject to the decision or vote of the Board member. If the giver does not have a legislative/administrative interest, the ethics rules on gifts do not apply and the Board member need not keep track of it, although they are advised to do so anyway in case of a later dispute.

**Determining Legislative and Administrative Interest**

A legislative or administrative interest means an economic interest distinct from that of the general public, in any action subject to the decision or vote of a person acting in the capacity of a Board member. For example, everyone within a county has a general interest in the fire department, but the person who sells the uniforms to the fire department has a legislative/administrative interest in the fire department that is distinct from the general public.

**Determining the Value of Gifts**

The fair market value of the merchandise, goods, or services received will be used to determine benefit or value.

"Fair market value" is the dollar amount goods or services would bring if offered for sale by a person who desired, but was not obligated, to sell and purchased by one who is willing, but not obligated, to buy. Any portion of the price that was donated to charity, however, does not count toward the fair market value of the gift if the Board member does not claim the charitable contribution on personal tax returns. Below are acceptable ways to calculate the fair market value of a gift:

1. In calculating the per person cost at receptions or meals the payor of the Board member's admission or meal will include all costs other than any amount donated to a charity.

For example, a person with a legislative or administrative interest buys a table for a charitable dinner at \$100 per person. If the cost of the meal was \$25 and the amount donated to charity was

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<sup>3</sup> Ibid. p. 1

<sup>4</sup> Ibid. p. 1

**BETHEL SCHOOL DISTRICT #52  
BOARD OF EDUCATION POLICY STATEMENT**

\$75, the benefit conferred on the Board member is \$25. This example requires that the Board member does not claim the charitable contribution on personal tax returns.

2. For receptions and meals with multiple attendees, but with no price established to attend, the source of the Board member's meal or reception will use reasonable methods to determine the per person value or benefit conferred. The following examples are deemed reasonable methods of calculating value or benefit conferred:
  - a. The source divides the amount spent on food, beverage and other costs (other than charitable contributions) by the number of persons whom the payor reasonably expects to attend the reception or dinner;
  - b. The source divides the amount spent on food, beverage and other costs (other than charitable contributions) by the number of persons who actually attend the reception or dinner; or
  - c. The source calculates the actual amount spent on the Board member.
3. Upon request by the Board member, the source will give notice of the value of the merchandise, goods, or services received.
4. Attendance at receptions where the food or beverage is provided as an incidental part of the reception is permitted without regard to the fair market value of the food and beverage provided.

**Value of Unsolicited Tokens or Awards: Resale value**

Board members may accept unsolicited tokens or awards that are engraved or are otherwise personalized items. Such items are deemed to have a resale value under \$25 (even if the personalized item cost the source more than \$50), unless the personalized item is made from gold or some other valuable material that would have value over \$25 as a raw material.

**Entertainment**

Board members may not solicit or accept any gifts of entertainment over \$50 in value from any single source in a calendar year that has a legislative or administrative interest in any matter subject to the decision or vote of the Board member unless:

1. The entertainment is incidental to the main purpose of another event (i.e. a band playing at a reception). Entertainment that involves personal participation is not incidental to another event (such as a golf tournament at a conference); or
2. The Board member is acting in their official capacity for a ceremonial purpose.

Entertainment is ceremonial when a Board member appears at an entertainment event for a "ceremonial purpose" at the invitation of the source of the entertainment who requests the presence of the Board member at a special occasion associated with the entertainment. Examples of an appearance by a Board member at an entertainment event for a ceremonial purpose include throwing the first pitch at a baseball game, appearing in a parade and ribbon cutting for an opening ceremony.

**Exceptions**

The following are exceptions to the ethics rules on gifts.

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3. Campaign contributions are not considered gifts under the ethics rules.
4. Gifts from “relatives” and “members of the household” to the Board member are permitted in an unlimited amount; they are not considered gifts under the ethics rules.
5. Informational or program material, publications, or subscriptions related to the recipient’s performance of official duties.
6. Contributions made to a legal expense trust fund if certain requirements are met.
7. Food, lodging, and travel generally count toward the \$50 aggregate amount per year from a single source with a legislative/administrative interest, with the following exceptions:
  - a. Organized Planned Events. Board members are permitted to accept payment for travel conducted in the Board member’s official capacity, for certain limited purposes:
    - (1) Reasonable expenses (i.e. food, lodging, travel, fees) for attendance at a convention, fact-finding mission or trip, or other meeting do not count toward the \$50.00 aggregate amount IF:
      - (a) The Board member is scheduled to deliver a speech, make a presentation, participate on a panel, or represent the district; AND
        - i) The giver is a unit of a:
          - a) Federal, state, or local government;
          - b) An Oregon or federally recognized Native American Tribe; OR
          - c) Non-profit corporation.
        - (b) The Board member is representing the district:
          - i) On an officially sanctioned trade-promotion or fact-finding mission; OR
          - ii) Officially designated negotiations or economic development activities *where receipt of the expenses is approved in advance by the Board.*
      - (2) The purpose of this exception is to allow Board members to attend organized, planned events and engage with the members of organizations by speaking or answering questions, participating in panel discussions or otherwise formally discussing matters in their official capacity. This exception to the gift definition does not authorize private meals where the participants engage in discussion.
8. Food or beverage, consumed at a reception, meal, or meeting IF held by an organization and IF the Board member is representing the district. Again, this exception does not authorize private meals where the participants engage in discussion.

“Reception” means a social gathering. Receptions are often held for the purpose of extending a ceremonial or formal welcome and may include private or public meetings during which guests are honored or welcomed. Food and beverages are often provided, but not as a plated, sit-down meal.

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9. Food or beverage consumed by Board member acting in an official capacity in the course of financial transactions between the public body and another entity described in ORS 244.020(6)(b)(I)(i).
10. Waiver or discount of registration expenses or materials provided to Board member at a continuing education event that the Board member may attend to satisfy a professional licensing requirement.
11. A gift received by the Board member as part of the usual or customary practice of the Board member's private business, employment or position as a volunteer that bears no relationship to the Board member's holding of public office.

**Honoraria**

A Board member may not solicit or receive, whether directly or indirectly, honoraria for the Board member or any member of the household of the Board member if the honoraria are solicited or received in connection with the official duties of the Board member.

The honoraria rules do not prohibit the solicitation or receipt of an honorarium or a certificate, plaque, commemorative token or other item with a value of \$50 or less; or the solicitation or receipt of an honorarium for services performed in relation to the private profession, occupation, avocation or expertise of the Board member or candidate.

**ATTACHMENTS**

None.

**END OF POLICY**

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**REFERENCES / COMMENTS**

[ORS 162.015](#) - 162.035

[ORS 162.405](#) - 162.425

[ORS 244.010](#) - 244.400

[ORS 332.055](#)

[ORS 659A.006](#)

[OAR 199-005](#) 0001 to [199-010](#) 0150

38 OR. ATTY. GEN. OP. 1995 (1978)

OR.ETHICS COMM'N, OR. GOV'T ETHICS LAW, A GUIDE FOR PUBLIC OFFICIALS (2008).

HR1/14/16 | PH

**BETHEL SCHOOL DISTRICT #52**  
**BOARD OF EDUCATION POLICY STATEMENT**

Subject: Board Member Ethics and Nepotism

Policy Number: BBFB Effective Date: 12/2022

Date of Original Policy and Revisions: 10/08, 7/10, 10/13, 12/15, 9/16, 10/19

Cancels Policy No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Date of Next Review: 12/2025

**POLICY**

In order to avoid both potential and actual conflicts of interests, Board members will abide by the following rules when a Board member's relative or member of the household is seeking and/or holds a position with the District:

1. A Board member may not appoint, employ, promote, discharge, fire, or demote or advocate for such an employment decision for a relative or a member of the household, unless the Board member complies with the conflict of interest requirements of ORS Chapter 244;

This policy does not apply to decisions regarding unpaid volunteer positions unless it is a Board member position or another Board-related unpaid volunteer position (i.e. a Board committee position);

2. A Board member may not participate as a public official in any interview, discussion, or debate regarding the appointment, employment, promotion, discharge, firing, or demotion of a relative or a member of the household.

For the purposes of this policy, a "member of the household" means any person who resides with the Board member and "relative" means: the spouse<sup>1</sup>; Any children of the Board member, or his/her spouse; and, sibling, half-sibling, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunts, uncles, nieces, nephews, stepparents, stepchildren, or parents of the Board member or of his/her spouse. Relative also includes any individual for whom the Board member has a legal support obligation, whose employment provides benefits<sup>2</sup> to the Board member, or who receives any benefit from the Board member's public employment.

**Class Exception**

It will not be a conflict of interest if the Board member's action would affect to the same degree a class including the Board member's relative or household member. For example, if a Board member's spouse is a member of the collective bargaining unit, the Board member may vote to approve the contract, as it will affect all members of that class to the same degree.

**ATTACHMENTS**

None.

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<sup>1</sup> The term spouse includes domestic partner.

<sup>2</sup>Examples of benefits may include, but not be limited to, elements of an official compensation package including benefits such as insurance, tuition or retirement allotments.

**BETHEL SCHOOL DISTRICT #52  
BOARD OF EDUCATION POLICY STATEMENT**

**END OF POLICY**

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**REFERENCES / COMMENTS**

[ORS 244.010](#) - [244.400](#)

[ORS 659A.309](#)

[OAR 199-005-0001](#) to-[199-010-0150](#)

[OAR 584-020-0040](#)

OR. ETHICS COMM'N, OR. GOV'T ETHICS LAW, A GUIDE FOR PUBLIC OFFICIALS (2008).  
HR1/14/16 | PH



**BETHEL SCHOOL DISTRICT #52**  
**BOARD OF EDUCATION POLICY STATEMENT**

Subject: School Board Committees

Policy Number: BCE Effective Date: 12/2022

Date of Original Policy and Revisions: 1/84, 5/91, 9/94, 11/99, 9/05, 10/08, 10/10, 10/13, 12/15, 10/19

Cancels Policy No.: BBC, BBCB, BBF Dated: 1/84

Date of Next Review: 12/2025

**POLICY**

**STANDING COMMITTEES**

The School Board may establish Standing Committees to provide long-term advice to the Board on specific topics. Standing Committees should be reviewed annually to assess their continued effectiveness and assistance to the School Board.

**TEMPORARY SCHOOL BOARD COMMITTEES**

At the request of the School Board, the chairperson shall appoint temporary committees comprised of less than a quorum for special purposes.

Temporary committees may investigate and make recommendations to the whole School Board for action. A temporary committee may not commit the School Board to any specific action.

The chairperson of the Board of Directors and the Superintendent of Schools shall be ex-officio members of all committees.

**ADVISORY COMMITTEES TO THE SCHOOL BOARD**

Advisory Committees to the Board are authorized by the Board at a Board meeting after thorough study of the following:

- . Task to be accomplished
- . Composition of the committee (Board members may serve on the committee as long as the representation of the Board is not a quorum)
- . Timeline
- . Nature of report desired including minority opinions, if any

The School Board's responsibility cannot be delegated or surrendered to others; therefore, all recommendations of committees must be submitted to the School Board for action and must be recognized as advisory in nature.

**BUDGET COMMITTEE**

The Budget Committee is composed of the School Board and an equal number of community members appointed by the Board. Appointed members will serve three-year terms unless they are replacing a member who has not completed his/her term. In that case, the new member will complete the term of the member being replaced.

**REPORTS**

None.

**BETHEL SCHOOL DISTRICT #52  
BOARD OF EDUCATION POLICY STATEMENT**

**ATTACHMENTS**

None.

**END OF POLICY**

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**REFERENCES / COMMENTS**

None.

**BETHEL SCHOOL DISTRICT #52  
BOARD OF EDUCATION POLICY STATEMENT**

Subject: **Policy Format** \_\_\_\_\_

Policy Number: **BFA** \_\_\_\_\_ Effective Date: **12/2022** \_\_\_\_\_

Date of Original Policy and Revisions: **9/88, 9/94, 11/99, 9/05, 10/10, 10/13, 12/15, 10/19**

Cancels Policy No.: **N/A** \_\_\_\_\_ Dated: **N/A** \_\_\_\_\_

Date of Next Review: **12/2025** \_\_\_\_\_

**POLICY**

Proposed Board Policies, submitted to the Board of Education, shall be in the format of Attachment A.

**REPORTS**

None.

**ATTACHMENTS**

A. Policy Format

**END OF POLICY** \_\_\_\_\_

**REFERENCES / COMMENTS**

None.

**BETHEL SCHOOL DISTRICT #52  
BOARD OF EDUCATION POLICY STATEMENT**

**ATTACHMENT A, TO POLICY BFA**

**BETHEL SCHOOL DISTRICT #52  
BOARD OF EDUCATION POLICY STATEMENT**

**POLICY**

This section should include the policy statement and indicate responsible parties for implementation.

**REPORTS**

This section provides instructions for any reports required by the Board.

**ATTACHMENTS**

**END OF POLICY**

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**REFERENCES/COMMENTS**

Would include additional sources of information such as other Board Policies, Administrative Rules, Employee Contracts, State Laws, etc.

**BETHEL SCHOOL DISTRICT #52  
BOARD OF EDUCATION POLICY STATEMENT**

Subject: **Board – Staff Communications**

Policy Number: **BG** Effective Date: **12/2022**

Date of Original Policy and Revisions: **12/22**

Cancels Policy No.: **N/A** Dated: **N/A**

Date of Next Review: **12/2025**

**POLICY**

The Board desires to maintain open channels of communication between itself and the District staff. The basic line of communication will be through the Superintendent.

**Staff Communications to the Board**

All formal communications or reports to the Board, or any Board committee, from staff members will be submitted through the Superintendent. If Board members are contacted directly, the Board members will redirect any communication or requests to the Superintendent. This procedure will not be construed as denying the right of any employee to address the Board about issues that are neither part of an active administrative procedure, nor disruptive to the operation of the District. In addition, this procedure does not restrict protected labor relations communications of bargaining unit members. Staff members are invited to Board meetings, which provide an opportunity to observe the Board’s deliberations on matters of District operation.

**Board Communications to Staff**

All official Board communications, policies and directives of staff interest and concern will be communicated to staff members through the Superintendent. The Superintendent will provide appropriate communication to keep staff fully informed of the Board’s policies, priorities and actions.

**Visits to Schools**

Visits to address specific concerns from staff members will be considered official visits. Official visits by Board members will be carried out only under Board authorization and with the full knowledge of staff, including the Superintendent, principals and other supervisors. Unofficial school visits by Board members will be regarded as informal expressions of interest in school affairs and are encouraged. These visits are not “inspections” or visits for supervisory or administrative purposes.

**REPORTS**

None.

**ATTACHMENTS**

None.

**END OF POLICY**

**REFERENCES / COMMENTS**

[ORS 332.107](#) [OAR 581-022-2405](#)

Anderson v. Central Point Sch. Dist., 746 F.2d 505 (9th Cir. 1984).

Connick v. Myers, 461 U.S. 138 (1983).

Lebanon Education Association/OEA v. Lebanon Community School District, 22 PECBR 323 (2008).

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**BETHEL SCHOOL DISTRICT #52**  
**BOARD OF EDUCATION POLICY STATEMENT**

Subject: **Team Management**

Policy Number: **CD** Effective Date: **12/2022**

Date of Original Policy and Revisions: **8/87, 6/91, 9/94, 11/99, 10/05, 10/08, 10/10, 10/13, 1/16, 10/19**

Cancels Policy No.: **CL** Dated: **8/87**

Date of Next Review: **12/2025**

**POLICY**

The team management concept utilizes and combines a variety of administrative skills and administrative levels to achieve well-balanced, effective, and efficient management of the organization. It reflects the organization's goals and purposes while maintaining the individual's human values and needs within the organization.

The two keys to developing effective management are effective communication within the team and involvement of team members in the decision-making process, especially decisions that affect them or must be carried out by them.

The support for and belief in the value of the team approach to management is based on certain assumptions and beliefs about people, organizations, and management responsibilities. These include:

- . Individuals who are involved in making decisions will have a higher commitment to carrying out that decision.
- . The quality of decisions increases when those decisions are made on the basis of the collective minds of those knowledgeable about the situation.
- . Operational decisions need to be made as close to the point of implementation as possible.
- . Mutual trust exists between Boards, superintendents, principals, and other administrators.
- . All members of the management team assume good will and competency on the part of all other members.
- . Team members are encouraged and obligated to communicate ideas and recommendations.
- . There is an allowance for diversity of inputs, wide participation, free communication, and open discussion.
- . The roles and functions of the Board members, superintendents, principals, and other managers are clarified and understood.

**Administrative Teams**

District Leadership Team - Membership of the District Leadership Team will be established by the superintendent and set forth in the District's Administrative Rules. It will be the superintendent's

**BETHEL SCHOOL DISTRICT #52**  
**BOARD OF EDUCATION POLICY STATEMENT**

responsibility to consider information and recommendations of the team, and to determine a course of action.

Administrative Councils - In addition to the District Leadership Team, sub-councils (such as elementary, and secondary administrative meetings) may be established by the superintendent for specific organization goals or objectives.

**REPORTS**

None.

**ATTACHMENTS**

None.

**REFERENCES / COMMENTS**

[Administrative Rule CD: Team Management](#)



**Bethel School District #52**  
**Administrative Rule**

**GBN/JBA-AR2 FEDERAL LAW (TITLE IX) SEXUAL HARASSMENT COMPLAINT**  
**PROCEDURE**

**Adopted: 12/2022**

**Additional Definitions**

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

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

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

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

**Formal Complaint Procedures**

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

1. Notice of the district’s grievance process, including any informal resolution process.
2. Notice of the allegations of sexual harassment potentially constituting sexual harassment, including sufficient details<sup>6</sup> known at the time and with sufficient time to prepare a response before any initial interview.
3. That the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility be made at the conclusion of the grievance process.

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

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

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

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

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

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

**Bethel School District #52**  
**Administrative Rule**

4. That the parties may have an advisor of their choice, who may be, but is not required to be, an attorney.
5. The parties may inspect and review evidence.
6. A reference to any provision in the district's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

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

**Investigation**

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

1. Include objective evaluation of all relevant evidence, including inculpatory and exculpatory evidence.
2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties.<sup>7</sup>
3. Provide an equal opportunity for the parties to present witnesses, and other inculpatory and exculpatory evidence.
4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.
5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice.<sup>8</sup> The district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties.
6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate.
7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint.<sup>9</sup> Prior to completion of the investigative report, the district must send to each party and party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the

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<sup>7</sup> The district cannot access, consider, disclose, or otherwise use a party's records that are made of maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's capacity, and which are maintained in connection with the provision of treatment to the party, unless the district obtains the party's (or eligible student's parent's) voluntary, written consent to do so.

<sup>8</sup> In addition to an advisor, complainants and respondents may also be entitled to other accompaniment as required by law or as necessary for conducting of grievance procedures, including but not limited to translators, services for students with disabilities and parents of minor students.

<sup>9</sup> This includes the evidence upon which the district does not intent to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to the investigation. The district must make all such evidence subject to the parties' inspection and review available at any hearing to give each party equal opportunity to refer to such evidence during the hearing, including for purposes of cross-examination.

**Bethel School District #52**  
**Administrative Rule**

parties must have at least 10 days to submit a written response, which the investigator will consider prior to completion of the investigative report;

8. Create an investigative report that fairly summarizes relevant evidence and is sent to each party and party's advisor in electronic format or hard copy at least 10 days prior to any hearing (if required or provided) or other time of determination of responsibility. The party and advisor will be allowed to review and provide a written response.

After the district has sent the investigative report to the parties and before reaching a determination regarding responsibility, the decision maker(s) must afford each party the opportunity to submit written, relevant questions<sup>10</sup> that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.

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

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

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

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

**Determination of Responsibility**

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

The standard to be used for formal complaints in determining whether a violation has occurred is the preponderance of the evidence<sup>11</sup> standard.

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

1. Identification of the allegations potentially constituting sexual harassment;

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<sup>10</sup> Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the question and evidence concern specific incidents of the complainants prior sexual behavior with respect to the respondent and are offered to prove consent.

<sup>11</sup> A preponderance of the evidence standard is understood to mean concluding that a fact is more likely than not to be true. U.S. Department of Education, Title IX Regulations commentary, p. 1268, FN 1409.

**Bethel School District #52**  
**Administrative Rule**

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

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

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

**Remedies**

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

The disciplinary sanctions<sup>12</sup> may include:

1. Discipline up to and including suspension and expulsion;
2. Removal from various activities, committees, extra-curricular, positions, etc.
3. Disqualification for awards and honors;
4. Discipline up to and including termination, in accordance with laws, agreements, contracts, handbooks, etc.<sup>13</sup>

Other remedies may include:

1. Educational programming.

**Dismissal of a Formal Complaint**

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

1. Would not constitute sexual harassment, even if proved;

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<sup>12</sup> Districts should review any other disciplinary procedures and requirements prior to imposing any discipline, and should contact legal counsel with questions.

<sup>13</sup> It is important to keep supportive measures separate from disciplinary sanctions. Supportive measures must be “non-disciplinary” and “non-punitive.”

**Bethel School District #52**  
**Administrative Rule**

2. Did not occur in the district's education program or activity<sup>14</sup>; or
3. Did not occur against a person in the United States.

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

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

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

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

**Consolidation of Complaints**

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

**Informal Resolution**

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

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

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<sup>14</sup> Includes locations, events, or circumstances over which the district exercised substantial control over both the respondent the respondent and the context in which the sexual harassment occurs, and also includes any building owned or controlled by a student organization that is officially recognized by a postsecondary institution. (Title 34 C.F.R. §106.44(a))

**Bethel School District #52**  
**Administrative Rule**

**Appeals**

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

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

When an appeal is filed, the district must:

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

**Timelines**

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

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

Temporary delays of the grievance process, or limited extensions of time will be allowed for good cause<sup>15</sup> with written notice to the parties.

**Records**

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<sup>15</sup> Good cause may include considerations such as the absence of a party, a party's advisor or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities. (Title 34 C.F.R. § 106.45(b)(1)(v))

**Bethel School District #52**  
**Administrative Rule**

Records will be created and maintained in accordance with the requirements in Title 34 C.F.R. §106.45(a)(10).<sup>16</sup>

**Training**

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

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

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

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

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<sup>16</sup> This includes creating a record for each investigation. This record must include:

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

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

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**Bethel School District #52**  
**Administrative Rule**

**JBA/GBN-AR2 FEDERAL LAW (TITLE IX) SEXUAL HARASSMENT COMPLAINT  
PROCEDURE**

**Adopted: 12/2022**

**Additional Definitions**

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

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

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

**Formal Complaint Procedures**

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

1. Notice of the district’s grievance process, including any informal resolution process.
2. Notice of the allegations of sexual harassment potentially constituting sexual harassment, including sufficient details<sup>6</sup> known at the time and with sufficient time to prepare a response before any initial interview.
3. That the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility be made at the conclusion of the grievance process.

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

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

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

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

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

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

**Bethel School District #52**  
**Administrative Rule**

4. That the parties may have an advisor of their choice, who may be, but is not required to be, an attorney.
5. The parties may inspect and review evidence.
6. A reference to any provision in the district's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

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

**Investigation**

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

1. Include objective evaluation of all relevant evidence, including inculpatory and exculpatory evidence.
2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties.<sup>7</sup>
3. Provide an equal opportunity for the parties to present witnesses, and other inculpatory and exculpatory evidence.
4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.
5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice.<sup>8</sup> The district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties.
6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate.
7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint.<sup>9</sup> Prior to completion of the investigative report, the district must send to each party and party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the

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<sup>7</sup> The district cannot access, consider, disclose, or otherwise use a party's records that are made of maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's capacity, and which are maintained in connection with the provision of treatment to the party, unless the district obtains the party's (or eligible student's parent's) voluntary, written consent to do so.

<sup>8</sup> In addition to an advisor, complainants and respondents may also be entitled to other accompaniment as required by law or as necessary for conducting of grievance procedures, including but not limited to translators, services for students with disabilities and parents of minor students.

<sup>9</sup> This includes the evidence upon which the district does not intent to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to the investigation. The district must make all such evidence subject to the parties' inspection and review available at any hearing to give each party equal opportunity to refer to such evidence during the hearing, including for purposes of cross-examination.

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parties must have at least 10 days to submit a written response, which the investigator will consider prior to completion of the investigative report;

8. Create an investigative report that fairly summarizes relevant evidence and is sent to each party and party's advisor in electronic format or hard copy at least 10 days prior to any hearing (if required or provided) or other time of determination of responsibility. The party and advisor will be allowed to review and provide a written response.

After the district has sent the investigative report to the parties and before reaching a determination regarding responsibility, the decision maker(s) must afford each party the opportunity to submit written, relevant questions<sup>10</sup> that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.

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

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

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

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

**Determination of Responsibility**

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

The standard to be used for formal complaints in determining whether a violation has occurred is the preponderance of the evidence<sup>11</sup> standard.

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

1. Identification of the allegations potentially constituting sexual harassment;

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<sup>10</sup> Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the question and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

<sup>11</sup> A preponderance of the evidence standard is understood to mean concluding that a fact is more likely than not to be true. U.S. Department of Education, Title IX Regulations commentary, p. 1268, FN 1409.

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

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

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

**Remedies**

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

The disciplinary sanctions<sup>12</sup> may include:

1. Discipline up to and including suspension and expulsion;
2. Removal from various activities, committees, extra-curricular, positions, etc.
3. Disqualification for awards and honors;
4. Discipline up to and including termination, in accordance with laws, agreements, contracts, handbooks, etc.<sup>13</sup>

Other remedies may include:

1. Educational programming.

**Dismissal of a Formal Complaint**

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

1. Would not constitute sexual harassment, even if proved;

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<sup>12</sup> Districts should review any other disciplinary procedures and requirements prior to imposing any discipline, and should contact legal counsel with questions.

<sup>13</sup> It is important to keep supportive measures separate from disciplinary sanctions. Supportive measures must be “non-disciplinary” and “non-punitive.”

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2. Did not occur in the district's education program or activity<sup>14</sup>; or
3. Did not occur against a person in the United States.

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

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

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

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

**Consolidation of Complaints**

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

**Informal Resolution**

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

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

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<sup>14</sup> Includes locations, events, or circumstances over which the district exercised substantial control over both the respondent the respondent and the context in which the sexual harassment occurs, and also includes any building owned or controlled by a student organization that is officially recognized by a postsecondary institution. (Title 34 C.F.R. §106.44(a))

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**Appeals**

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

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

When an appeal is filed, the district must:

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

**Timelines**

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

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

Temporary delays of the grievance process, or limited extensions of time will be allowed for good cause<sup>15</sup> with written notice to the parties.

**Records**

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<sup>15</sup> Good cause may include considerations such as the absence of a party, a party's advisor or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities. (Title 34 C.F.R. § 106.45(b)(1)(v))

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Records will be created and maintained in accordance with the requirements in Title 34 C.F.R. §106.45(a)(10).<sup>16</sup>

**Training**

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

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

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

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

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<sup>16</sup> This includes creating a record for each investigation. This record must include:

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

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

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**BETHEL SCHOOL DISTRICT #52**  
**BOARD OF EDUCATION POLICY STATEMENT**

Subject: Human Sexuality, AIDS/HIV, Sexually Transmitted Diseases, Health Education

Policy Number: IGAI Effective Date: 12/2022

Date of Original Policy and Revisions: 12/10, 4/12, 4/15

Cancels Policy No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Date of Next Review: 12/2025

**POLICY**

~~The district shall provide comprehensive human sexuality education for all students aligned with the Oregon Health Education Content Standards and Benchmarks, and as required by Oregon law and administrative rule. Comprehensive human sexuality education is: age appropriate, culturally sensitive, balanced, emphasizes abstinence, skill and researched based, medically accurate, and is an integral part of the health education curriculum.~~

~~The district will notify parents so that they may review instructional materials of potentially sensitive topics. Alternative activities will be available for parents who choose to excuse their child for a portion of the instructional program.~~

~~The School Board shall approve the plan of instruction and require that it be reviewed and updated biennially in accordance with new scientific information and effective education strategies.~~

The District shall provide an age appropriate, comprehensive plan of instruction focusing on human sexuality, HIV/AIDS and sexually transmitted infections and disease prevention in elementary and secondary schools as an integral part of health education and other subjects. Course material and instruction for all human sexuality education courses that discuss human sexuality shall enhance a student’s understanding of sexuality as a normal and healthy aspect of human development. A part of the comprehensive plan of instruction shall provide age-appropriate child sexual abuse prevention instruction for students in kindergarten through grade 12. The District must provide a minimum of four instructional sessions annually; one instructional session is equal to one standard class period. In addition, the HIV/AIDS and sexually transmitted infections and disease prevention education and the human sexuality education comprehensive plan shall provide adequate instruction at least annually, for all students in grades 6 through 8 and at least twice during grades 9 through 12.

Parents/guardians, teachers, school administrators, local health departments staff, other community representatives and persons from the medical community who are knowledgeable of the latest scientific information and effective education strategies shall develop the plan of instruction and align it with the Oregon Health Education Standards and Benchmarks.

The Board shall approve the plan of instruction and require that it be reviewed and updated biennially in accordance with new scientific information and effective educational strategies.

Parents of minor students shall be notified in advance of any human sexuality or AIDS/HIV instruction. Any parent may request that their child be excused from that portion of the

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instructional program under the procedures set forth in Oregon Revised Statute (ORS) 336.035(2).

The comprehensive plan of instruction shall include the following information that:

1. Promotes abstinence for school-age youth and mutually monogamous relationships with an uninfected partner for adults;
2. Provides balanced, accurate information and skills-based instruction on risks and benefits of contraceptives, condoms and other disease reduction measures;
3. Discusses responsible sexual behaviors and hygienic practices which may reduce or eliminate unintended pregnancy, exposure to HIV, hepatitis B/C and other sexually transmitted infections and diseases;
4. Allays those fears concerning HIV that are scientifically groundless;
5. Is balanced and medically accurate;
6. Stresses the risks of behaviors such as the sharing of needles or syringes for injecting illegal drugs and controlled substances;
7. Discusses the characteristics of the emotional, physical and psychological aspects of a healthy relationship;
8. Discusses the benefits of delaying pregnancy beyond the adolescent years as a means to better ensure a healthy future for parents and their children. The student shall be provided with statistics based on the latest medical information regarding both the health benefits and the possible side effects of all forms of contraceptives including the success and failure rates for prevention of pregnancy, sexually transmitted infections and diseases;
9. Stresses that HIV/STDs and hepatitis B/C can be possible hazards of sexual contact;
10. Provides students with information about Oregon laws that address young people's rights and responsibilities relating to childbearing and parenting;
11. Advises students of consequences of having sexual relations with persons younger than 18 years of age to whom they are not married;
12. Encourages family communication and involvement and helps students learn to make responsible, respectful and healthy decisions;
13. Teaches that no form of sexual expression or behavior is acceptable when it physically or emotionally harms oneself or others and that it is wrong to take advantage of or exploit another person;

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14. Teaches that consent is an essential component of healthy sexual behavior. Course material shall promote positive attitudes and behaviors related to healthy relationships and sexuality, and encourage active student bystander behavior;
15. Teaches students how to identify and respond to attitudes and behaviors which contribute to sexual violence;
16. Validates the importance of one's honesty, respect for each person's dignity and well-being, and responsibility for one's actions;
17. Uses inclusive materials and strategies that recognizes different sexual orientations, gender identities and gender expression;
18. Includes information about relevant community resources, how to access these resources, and the laws that protect the rights of minors to anonymously access these resources; and
19. Is culturally inclusive.

The comprehensive plan of instruction shall emphasize skills-based instruction that:

1. Assists students to develop and practice effective communication skills, development of self-esteem and ability to resist peer pressure;
2. Provides students with the opportunity to learn about and personalize peer, media, technology and community influences that both positively and negatively impact their attitudes and decisions related to healthy sexuality, relationships and sexual behaviors, including decisions to abstain from sexual intercourse;
3. Enhances students' ability to access valid health information and resources related to their sexual health;
4. Teaches how to develop and communicate sexual and reproductive boundaries;
5. Is research based, evidence based or best practice; and
6. Aligns with the Oregon Health Education Content Standards and Benchmarks.

All sexuality education programs emphasize that abstinence from sexual intercourse, when practiced consistently and correctly, is the only 100 percent effective method against unintended pregnancy, sexually transmitted HIV and hepatitis B/C infection and other sexually transmitted infections and diseases.

Abstinence is to be stressed, but not to the exclusion of contraceptives and condoms for preventing unintended pregnancy, HIV infection, hepatitis B/C infection and other sexually transmitted infections and diseases. Such courses are to acknowledge the value of abstinence while not devaluing or ignoring those students who have had or are having sexual relationships.

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Further, sexuality education materials, including instructional strategies, and activities must not, in any way use shame or fear-based tactics.

Materials and information shall be presented in a manner sensitive to the fact that there are students who have experienced, perpetrated or witnessed sexual abuse and relationship violence.

The District's health and sexuality education will provide information on menstrual health and will be inclusive and affirming of transgender, non-binary, intersex, and two spirit/indigiqueer students; be positive and not fear- or shame-based; be age-appropriate; be medically-accurate; be culturally responsive; and be accessible for students with disabilities.

**REPORTS**

None

**ATTACHMENTS**

None

**END OF POLICY**

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**REFERENCES / COMMENTS**

[ORS 326.051](#)  
[OAR 581-022-2030](#)  
[OAR 581-022-2050](#)  
[OAR 581-022-2220](#)  
[ORS 336.455 – 336.474](#)  
[OAR 581-022-1440](#)  
[ORS 336.035](#)  
[ORS 336.059](#)  
[ORS 336.107](#)  
[ORS 339.370 - 339.400](#)  
[OAR 581-021-0009](#)  
[OAR 581-021-0593](#)

**BETHEL SCHOOL DISTRICT #52  
BOARD OF EDUCATION POLICY STATEMENT**

Subject: Special Education – Individualized Education Plan (IEP)

Policy Number: IGBAF Effective Date: 12/2022

Date of Original Policy and Revisions: 2/08, 11/09, 5/12, 6/15, 9/16, 1/20

Cancels Policy No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Date of Next Review: 12/2025

**POLICY**

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

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

**REPORTS**

None.

**ATTACHMENTS**

None.

**END OF POLICY**

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**REFERENCES / COMMENTS**

<a href="#">ORS 343.151</a>	<a href="#">OAR 581-015-2210</a>
<a href="#">ORS 343.155</a>	<a href="#">OAR 581-015-2215</a>
<a href="#">OAR 581-015-2000</a>	<a href="#">OAR 581-015-2220</a>
<a href="#">OAR 581-015-2190</a>	<a href="#">OAR 581-015-2225</a>
<a href="#">OAR 581-015-2195</a>	<a href="#">OAR 581-015-2230</a>
<a href="#">OAR 581-015-2200</a>	<a href="#">OAR 581-015-2055</a>
<a href="#">OAR 581-015-2205</a>	<a href="#">OAR 581-015-2600</a>
<a href="#">OAR 581-015-2235</a>	<a href="#">OAR 581-015-2065</a>
<a href="#">OAR 581-015-2265</a>	<a href="#">OAR 581-015-2229</a>

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

[Bethel Administrative Rule IGBAF: Special Education – Individual Education Plan \(IEP\)](#)

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**IGBAF. SPECIAL EDUCATION – INDIVIDUALIZED EDUCATION PLAN (IEP)**

**Adopted: 1/2020, 2/2022, 12/2022**

1. General IEP Information

- a. The District ensures that an IEP is in effect for each eligible student:
  - (1) Before special education and related services are provided to a student;
  - (2) At the beginning of each school year for each student with a disability for whom the District is responsible; and
  - (3) Before the District implements all the special education and related services, including program modifications, supports and/or supplementary aids and services, as identified on the IEP.
- b. The District uses:
  - (1) The Oregon standard IEP; or
  - (2) An IEP form that has been approved by the Oregon Department of Education.
- c. The District develops and implements all provisions of the IEP as soon as possible following the IEP meeting.
- d. The IEP will be accessible to each of the student's general education teacher(s), the student's special education teacher(s) and the student's related services provider(s) and other service provider(s).
- e. The District takes steps to ensure that guardian(s) are present at each IEP meeting or have the opportunity to participate through other means.
- f. The District ensures that each teacher and service provider is informed of:
  - (1) Their specific responsibilities for implementing the IEP specific accommodations, modifications and/or supports that must be provided for, or on behalf of the student; and
  - (2) Their responsibility to fully implement the IEP, including any amendments the District and guardians agreed to make between annual reviews.

The District takes whatever action is necessary to ensure that guardians understand the proceedings of the IEP team meeting, including arranging for an interpreter for guardians with deafness or whose home language is other than English.
- g. The District provides a copy of the IEP to the guardians at no cost.

2. IEP Meetings

- a. The District conducts IEP meetings within 30 calendar days of the determination that the student is eligible for special education and related services.
- b. The District convenes IEP meetings for each eligible student periodically, but not less than once per year.
- c. At IEP meetings, the team reviews and revises the IEP to address any lack of expected progress toward annual goals and in the general curriculum, new evaluation data or new information from the guardian(s), the student's anticipated needs, or the need to address other matters.
- d. Between annual IEP meetings, the District and the guardian(s) may amend or modify the student's current IEP without convening an IEP team meeting, using the procedures in the Agreement to Amend or Modify IEP subsection.

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- e. When the guardian(s) requests a meeting, the District will either schedule a meeting within a reasonable time or provide timely written prior notice of the District's refusal to hold a meeting.
- f. If an agency other than the District fails to provide agreed upon transition services contained in the IEP, the District convenes an IEP meeting to plan alternative strategies to meet the transition objectives and, if necessary, to revise the IEP.

**3. IEP Team Members**

- a. The District's IEP team members include the following:
  - (1) The student's guardian(s);
  - (2) The student, if the purpose of the IEP meeting is to consider the student's postsecondary goals and transition services (beginning for IEPs in effect at age 16), or for younger students, when appropriate;
  - (3) At least one of the student's special education teachers or, if appropriate, at least one of the student's special education providers;
  - (4) At least one of the student's general education teachers if the student is or may be participating in the general education environment. If the student has more than one general education teacher, the District will determine which teacher or teachers will participate;
  - (5) A representative of the District (who may also be another member of the team) who is qualified to provide or supervise the provision of special education and is knowledgeable about District resources. The representative of the District will have the authority to commit District resources and be able to ensure that all services identified in the IEP can be delivered;
  - (6) An individual, who may also be another member of the team, who can interpret the instructional implications of the evaluation results; and
  - (7) At the discretion of the guardian or District, other persons who have knowledge or special expertise regarding the student.
- b. Student participation:
  - (1) Whenever appropriate, the student with a disability is a member of the team.
  - (2) If the purpose of the IEP meeting includes consideration of postsecondary goals and transition services for the student, the District includes the student in the IEP team meeting.
  - (3) If the purpose of the IEP meeting includes consideration of postsecondary goals and transition services for the student, and the student does not attend the meeting, the District will take other steps to consider the student's preferences and interests in developing the IEP.
- c. Participation by other agencies:
  - (1) With guardian or adult student written consent, and where appropriate, the District invites a representative of any other agency that is likely to be responsible for providing or paying for transition services if the purpose of the IEP meeting includes the consideration of transition services (beginning at age 16, or younger if appropriate); and
  - (2) If the District refers or places a student in an ESD, state operated program, private school or other educational program, IEP team membership includes a representative from the appropriate agencies. Participation may consist of attending the meeting, conference call, or participating through other means.

**4. Agreement for Nonattendance and Excusal**

- a. The District and the guardian may consent to excuse an IEP team member from attending an IEP meeting, in whole or in part, when the meeting involves a discussion or modification of team



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member's area of curriculum or service. The District designates specific individuals to authorize excusal of IEP team members.

- b. If excusing an IEP team member whose area is to be discussed at an IEP meeting, the District ensures:

- (1) The guardian and the District consent in writing to the excusal;
- (2) The team member submits written input to the guardians and other members of the IEP team before the meeting; and
- (3) The guardian is informed of all information related to the excusal in the guardian's home language or other mode of communication according to consent requirements.

5. IEP Content

- a. In developing the IEP, the District considers the student's strengths, the guardian's concerns, the results of the initial or most recent evaluation, and the academic, developmental and functional needs of the student.

- b. The District ensures that IEPs for each eligible student includes:

(1) A statement of the student's present levels of academic achievement and functional performance that:

- (a) Includes a description of how the disability affects the progress and involvement in the general education curriculum;
- (b) Describes the results of any evaluations conducted, including functional and developmental information;
- (c) Is written in language that is understood by all IEP team members, including guardians;
- (d) Is clearly linked to each annual goal statement;
- (e) Includes a description of benchmarks or short term objectives for children with disabilities who take alternative assessments aligned to alternate achievement standards.

(2) A statement of measurable annual goals, including academic and functional goals, or for students whose performance is measured by alternate assessments aligned to alternate achievement standard, statements of measurable goals and short term objectives. The goals and, if appropriate, objectives:

- (a) Meet the student's needs that are present because of the disability, or because of behavior that interferes with the student's ability to learn, or impedes the learning of other students.
- (b) Enable the student to be involved in and progress in the general curriculum, as appropriate; and
- (c) Clearly describe the anticipated outcomes, including intermediate steps, if appropriate, that serve as a measure of progress toward the goal.

(3) A statement of the special education services, related services, supplementary aids and services that the District provides to the student:

- (a) The District bases special education and related services, modifications and supports on peer-reviewed research to the extent practicable to assist students in advancing toward goals, progressing in the general curriculum and participating with other students (including those without disabilities), in academic, nonacademic and extracurricular activities.

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- (b) Each statement of special education services, related or supplementary services, aids, modifications or supports includes a description of the inclusive dates, amount or frequency, location and who is responsible for implementation.
- (4) A statement of the extent, if any, to which the student will not participate with nondisabled students in regular academic, nonacademic and extracurricular activities.
- (5) A statement of any individual modifications and accommodations in the administration of state or District wide assessments of student achievement.
  - (a) A student will not be exempt from participation in state or District wide assessment because of a disability unless the guardian requests an exemption;
  - (b) If the IEP team determines that the student will take the alternate assessment instead of the regular state or District assessment, a statement of why the student cannot participate in the regular assessment and why the alternate assessment is appropriate for the student.
- (6) A statement describing how the District will measure student's progress toward completion of the annual goals and when periodic reports on the student's progress toward the annual goals will be provided.

**6. Individualized COVID-19 Recovery Services<sup>1</sup>**

Individualized COVID-19 Recovery Services are defined as those services determined necessary for eligible students based on the unique needs that arise from their disability due to the impact of the COVID-19 pandemic, which may include but are not limited to:

- a. Special education and related services;
- b. Supplementary aides and services;
- c. Additional or intensified instruction;
- d. Social emotional learning support; and
- e. Peer or adult support.

The IEP team for each eligible student shall consider the need for Individualized COVID-19 Recovery Services at least at each initial IEP meeting and each regularly scheduled annual review meeting.

- a. IEP teams shall consider the impact COVID-19 on the eligible student's ability to engage in their education, develop and re-establish social connections with peers and school personnel, and adapt to the structure of in-person learning.
- b. For initial IEPs, IEP teams shall also review the impact of COVID-19 on the eligible student's initial evaluation timeline and eligibility determination in considering the need for Individualized COVID-19 Recovery Services.
- c. For annual reviews, IEP teams shall also consider the impact of COVID-19 on the implementation of the eligible student's IEP considering the need for Individualized COVID-19 Recovery Services.

Any member of the IEP team, including parents and eligible students, may request that the IEP team meet to review the need for Individualized COVID-19 Recovery Services at any time.

- a. IEP teams are not required to meet more than once annually to consider the need for

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<sup>1</sup> The requirements of this section are in effect until July 1, 2023 unless extended by the State Board of Education.

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Individualized COVID-19 Recovery Services unless updated information indicates the eligible student's circumstances have changed or there is reason to suspect that the eligible student may need any additions or modifications to their Individualized COVID-19 Recovery Services.

- b. IEP teams that considered the need for Individualized COVID-19 Recovery Services at an initial IEP or annual review meeting on or after June 24, 2021 shall review the need for Individualized COVID-19 Recovery Services at the next annual review, but are not required to do so before then unless the eligible student's circumstances have changed or there is reason to suspect that the eligible student may need any additions or modifications to their Individualized COVID-19 Recovery Services.

When Individualized COVID-19 Recovery Services are recommended, the eligible student's IEP must be updated to reflect the recommendation.

The district or program shall provide written notice to the parents of each eligible student regarding the opportunity for the IEP team to meet to consider Individualized COVID-19 Recovery Services.

After each determination is made, the district or program shall provide written notice to the parent and/or adult student with a disability regarding the determination of need for Individualized COVID-19 Recovery Services. This notice shall include the following documentation:

- a. A statement of the Individualized COVID-19 Recovery Services recommended based on the meaningful input of all IEP team members, including parents and eligible students, as appropriate;
- b. The projected dates for initiation and duration of Individualized COVID-19 Recovery Services
- c. The anticipated frequency, amount, location, and provider of the services described in item a. above and whether these services are being provided within the standard instructional day for the eligible student.

If the district and parent hold an IEP meeting to discuss the need for Individualized COVID-19 Recovery Services and do not reach an agreement regarding such services, the district and parent may request a Facilitated IEP meeting. If the district and the parent choose to participate in a Facilitated IEP meeting, the district shall notify ODE.

Nothing in this section shall affect or otherwise alter a parent's right to seek mediation under OAR 581-015-2335, request a due process hearing under OAR 581-015-2345, a complaint under OAR 581-015-2030, or other parental rights under the procedural safeguards.

Nothing in this section relieves the district of its duty to create an appropriate IEP for every eligible student, regardless of whether the eligible student requires Individualized COVID-19 Recovery Services.

## 7. Agreement to Amend or Modify IEP

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

- a. The District and the guardian record any amendments, revisions or modifications on the student's current IEP. If additional IEP pages are required these pages must be attached to the existing IEP.

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- b. The District files a complete copy of the IEP with the student's education records and informs the student's IEP team and any teachers or service providers of the changes.
  - c. The District provides the guardian prior written notice of any changes in the IEP and, upon request, provides the guardian with a revised copy of the IEP with the changes incorporated.
8. IEP Team Considerations and Special Factors
- a. In developing, reviewing and revising the IEP, the IEP team considers:
    - (1) The strengths of the student and concerns of the guardian for enhancing the education of the student;
    - (2) The results of the initial or most recent evaluation of the student;
    - (3) As appropriate, the results of the student's performance on any general state or districtwide assessments;
    - (4) The academic, developmental, and functional needs of the child.
  - b. In developing, reviewing and revising the student's IEP, the IEP team considers the following special factors:
    - (1) The communication needs of the student; and
    - (2) The need for assistive technology services and/or devices.
  - c. As appropriate, the IEP team also considers the following special factors:
    - (1) For a student whose behavior impedes their learning or that of others, strategies, positive behavioral intervention and supports to address that behavior;
    - (2) For a student with limited English proficiency, the language needs of the student as those needs relate to the IEP;
    - (3) For a student who is blind or visually impaired, instruction in Braille and the use of Braille unless the IEP team determines (after an evaluation of reading and writing skills, needs and media, including evaluation of future needs for instruction in Braille or the use of Braille, appropriate reading and writing), that instruction in Braille or the use of Braille is not appropriate;
    - (4) For a student who is deaf or hard of hearing, the student's language and communication needs, including opportunities for direct communication with peers and professional personnel in the student's language and communication mode, academic level and full range of needs, including opportunities for direct instruction in the student's language and communication mode;
    - (5) If a student is deaf, deafblind, or hard of hearing, the District will provide information about relevant services and placements offered by the school district, the education service district, regional programs, and the Oregon School for the Deaf; and
    - (6) A statement of any device or service needed for the student to receive a Free Appropriate Public Education (FAPE).
  - d. In addition to the above IEP contents, the IEP for each eligible student of transition age includes:
    - (1) Beginning not later than the first IEP in effect when the student turns 16, or as early as 14 or younger if determined appropriate by the IEP team (including guardian(s)), and updated annually thereafter, the IEP must include:

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- (a) Appropriate measurable postsecondary goals based upon age appropriate transition assessments related to training education, employment, and where appropriate, independent living skills; and
  - (b) The transition services (including courses of study) needed to assist the student in reaching those goals.
    - (i) Regarding employment planning, the parent shall be provided information about and opportunities to experience employment services provided by Oregon Vocational Rehabilitation or the Oregon Office of Developmental Disability Services. These services must be provided in a competitive integrated employment setting, as defined by Oregon Administrative Rule 441-345-0020. Information about these services shall also be provided to the parent by the District at each annual review for IEPs to be in effect when the child turns 16, or as early as 14 or younger, if determined appropriate by the IEP team (including parent(s)).
  - (2) At least one year before a student reaches the age of majority (student reaches the age of 18, or has married or been emancipated, whichever occurs first), a statement that the District has informed the student that all procedural rights will transfer at the age of majority; and
  - (3) If identified transition service providers, other than the District, fail to provide any of the services identified on the IEP, the District will initiate an IEP meeting as soon as possible to address alternative strategies and revise the IEP if necessary.
- e. To promote self-determination and independence, the District shall provide the student and the student's guardians with information and training resources regarding supported decision-making as a less restrictive alternative to guardianship, and with information and resources regarding strategies to remain engaged in the student's secondary education and post-school outcomes. The District shall provide this information at each IEP meeting that includes discussion of post-secondary education goals and transition services.

**9. Incarcerated Youth**

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

**10. Extended School Year Services**

- a. The District makes extended school year (ESY) services available to all students for whom the IEP team has determined that such services are necessary to provide a free appropriate public education (FAPE).
- b. ESY services are:
  - (1) Provided to a student with a disability in addition to the services provided during the typical school year;
  - (2) Identified in the student's IEP; and

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- (3) Provided at no cost to the guardian.
- c. The District does not limit consideration of ESY services to particular categories of disability or unilaterally limit the type, amount or duration of service.
- d. The District provides ESY services to maintain the student's skills or behavior, but not to teach new skills or behaviors.
- e. The District's criteria for determining the need for extended school year services include:
  - (1) Regression (a significant loss of skills or behaviors) and recoupment time based on documented evidence; or
  - (2) If no documented evidence, on predictions according to the professional judgment of the team.
- f. "Regression" means significant loss of skills or behaviors in any area specified on the IEP as a result of an interruption in education services.
- g. "Recoupment" means the recovery of skills or behaviors specified on the IEP to a level demonstrated before the interruption of education services.

**11. Assistive Technology**

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

**12. Transfer Students**

- a. In state:

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

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

- b. Out of state:

If a student transfers into the District with a current IEP from a district in another state, the District, in consultation with the student's guardians, will provide a free appropriate public education to the student, including services comparable to those described in the student's IEP from the previous district, until the District:

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

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**November 14, 2022**

**RESOLUTION NO. 22-23: 17**

**RESOLUTION: CONSENT AGENDA/PERSONNEL ACTION**

The Board of Directors, School District No. 52, Lane County, approves personnel action involving licensed employees and extra duty contracts at each regularly scheduled School Board meeting. If the Board of Directors would like to discuss any of these recommendations in executive session, the employee should be identified by the number preceding the name and it will be withdrawn pending further instruction from the Board. Remie Calalang is available for questions.

**RECOMMENDATION:**

It is recommended that the School Board approve the Consent Agenda as reflected in this resolution and any addendum presented along with this resolution.

#	Name	Type	Description
1.	Aquiso, Elizabeth	Infant Care Leave	Approve 1.0 FTE Infant Care Leave during the 2022-23 school year beginning 2/6/2023 through 5/19/23; Position: 1 <sup>st</sup> Grade Teacher @Fairfield.
2.	Boorman, Christina	Hire for 2022-23	Offer Extra Duty Contract for Sources of Strength District Team Leader @Cascade.
3.	Boorman, Christina	Additional Temporary Hours for 2022-23	Offer Temporary Contract for additional .17 FTE Zero Period/Jazz Teacher @Cascade.
4.	Davidson, Will	Hire for 2022-23	Offer Extra Duty Contract for Sources of Strength District Team Leader @Shasta.
5.	Forkish, Lisa	Resignation	Accept Resignation effective October 21, 2022; Position Held: Choir Teacher and Vocal Director @Willamette; 2 months at Bethel.
6.	Glenn, Mike	Resignation	Accept Resignation effective October 27, 2022; Position Held: Art Teacher @Meadow View; 2 months at Bethel.
7.	Hamar, Chelsea	Hire for 2022-23	Offer Extra Duty Contract for Sources of Strength District Team Leader @Meadow View.
8.	Hendrix, Kami	Additional Temporary Hours for 2022-23	Offer Temporary Contract for additional .17 FTE Zero Period/Choir Director @Cascade.
9.	Hucke, Bailey	Hire for 2022-23	Offer Extra Duty Contract for Unified Special Olympics Coach @Willamette.
10.	Kritzer, Jeff	Temporary Hire for 2022-23	Offer 1 <sup>st</sup> Year Temporary Contract for 1.0 FTE Special Education TOSA @District Office; Start Date: 10/13/2022.
11.	Lancaster, Ewa	Additional Temporary Hours for 2022-23	Offer Temporary Contract for additional .17 FTE German Teacher @Willamette; Total: 1.0 FTE.
12.	Larsen, Amanda	Hire for 2022-23	Offer Extra Duty Contract for Unified Special Olympics Coach @Willamette.
13.	Liebl, Edica	Hire for 2022-23	Offer Extra Duty Contract for Yearbook Advisor @Prairie Mountain.
14.	McCurry, Kiley	Temporary Hire for 2022-23	Offer 1 <sup>st</sup> Year Temporary Contract for 1.0 FTE

			Kindergarten Teacher @Irving; Replaces: Kelly Ciaverelli; Start Date: 12/1/2022.
15.	Mollinary, Wendy	Hire for 2022-23	Offer Extra Duty Contract for Sources of Strength District Team Leader @Prairie Mountain.
16.	Moreno, Carlos	Resignation	Accept Resignation effective October 28, 2022; Position Held: Spanish Teacher @Willamette; 1+ years at Bethel.
17.	Morrow, Katie	Infant Care Leave	Approve .67 FTE Infant Care Leave for the 2022-23 school year beginning approximately 10/7/2022; Position: Choir Teacher @Willamette.
18.	Myrmo, Megan	Temporary Hire for 2022-23	Offer 1 <sup>st</sup> Year Temporary Contract for 1.0 FTE Spanish Teacher @Willamette; Replaces: Carlos Moreno; Start Date: 11/3/2022.
19.	Skordal, Kassidy	Resignation	Accept Resignation effective October 7, 2022; Position Held: K-5 Extended Resource Room Teacher @Prairie Mountain; 1+ months at Bethel.
20.	Williamson, LeeAnn	Resignation	Accept Resignation effective December 31, 2022; Position Held: Speech Language Pathologist @Fairfield; 13+ years at Bethel.
21.	Wilson, Samantha	Temporary Hire for 2022-23	Offer 1 <sup>st</sup> Year Temporary Contract for 1.0 FTE 1 <sup>st</sup> Grade Teacher @Fairfield; Replaces: Elizabeth Aquiso; From: 10/24/2022 through 5/19/2023.

**Recommended by:** Remie Calalang, Assistant Superintendent

**ATTEST** \_\_\_\_\_

**Clerk – Kraig Sproles**

\_\_\_\_\_

**Chair – Rich Cunningham**

**MOVED BY** \_\_\_\_\_

**SECONDED BY** \_\_\_\_\_

**DATE** \_\_\_\_\_

**RESOLUTION:**     *Passed / Failed*

BOARD MEMBERS	AYE	NAY	ABSTAIN	ABSENT
Rich Cunningham				
Debi Farr				
Ashley Espinoza				
Paul Jorgensen				
Caleb Clark				
Greg Nelson				
Robin Zygaitis				



**November 14, 2022**

**RESOLUTION NO. 22-23: 18**

**BE IT RESOLVED**, That the Board of Directors, School District No. 52, Lane County,  
hereby adopts the following Board Policies:

- BBFA: Board Member Ethics and Conflicts of Interest**
- BBFB: Board Member Ethics and Nepotism**
- BCE: School Board Committees**
- BFA: Policy Format**
- CD: Team Management**

ATTEST \_\_\_\_\_  
Clerk – Kraig Sproles

\_\_\_\_\_  
Rich Cunningham - Chair

MOVED BY \_\_\_\_\_

SECONDED BY \_\_\_\_\_

DATE \_\_\_\_\_

RESOLUTION: *Passed / Failed*

BOARD MEMBERS	AYE	NAY	ABSTAIN	ABSENT
Debi Farr				
Ashley Espinoza				
Paul Jorgensen				
Caleb Clark				
Greg Nelson				
Robin Zygaitis				
Rich Cunningham				

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**November 14, 2022**

**RESOLUTION NO. 22-23: 19**

**BE IT RESOLVED**, that the Board of Directors, Bethel School District No. 52, Lane County, hereby extends the application period for the following open positions on the Budget Committee. Applications must be submitted to the Bethel District Office by \_\_\_\_\_, at 4:00pm. Appointments will be made at a future Board of Directors meeting

POSITION	CURRENT MEMBER	TERM
#3	T. Erin Basinger (open)	3-year
#4	Tatiana Bakhtina (resignation)	1-year
#6	Jennifer Monegan (open)	3-year

**ATTEST** \_\_\_\_\_  
 Clerk – Kraig Sproles

\_\_\_\_\_  
 Chair – Rich Cunningham

MOVED BY \_\_\_\_\_

SECONDED BY \_\_\_\_\_

DATE \_\_\_\_\_

RESOLUTION: *Passed / Failed*

BOARD MEMBERS	AYE	NAY	ABSTAIN	ABSENT
Debi Farr				
Ashley Espinoza				
Paul Jorgensen				
Caleb Clark				
Greg Nelson				
Robin Zygaitis				
Rich Cunningham				