



As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

**Reynolds School District
Board of Education Regular**

August 24, 2022

7:00 PM

Wood Village City Hall

24200 NE Halsey

Wood Village, Oregon 97060

I.	6:00p - Executive Session	3
	The Reynolds School Board and the Superintendent will recess into Executive Session at 6:00p, under ORS 192.660(2)(b) Personnel, ORS 192.660(2)(d) Negotiations, and ORS 192.660(2)(h) Legal Counsel. Executive Session is closed to the public.	
II.	7:00p - Call to Order	4
	A. Roll Call	
	B. Consider Approval of the August 24, 2022 Agenda	
	C. Pledge of Allegiance	
	D. Land Acknowledgement	5
III.	7:10p - Board Recognition	6
	A. Resolution 2022-2023-002 Hispanic / Latinx Heritage Month	7
IV.	7:15p - Public to be Heard	11
	Members of the public will address the board with comments and the board will listen only. Public Comment will be limited to 7 speakers with 3 minutes each. Forms must be turned in before the meeting start time.	
V.	7:30p - Bargaining Group Updates	12
VI.	7:45p - Presentation to the Board	
	A. Student Outcomes Governance Model Board Self-Evaluation	13
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VII.	8:45p - Superintendent's Reports	300
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VIII.	9:15p - Consent Agenda	
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	D. Authorization to Spend in Excess of \$500,000 for Nutrition Supplies	337
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XI.	9:30p - Adjourn	410



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To: Board of Directors
From: Dr. Danna Diaz, Superintendent of Schools
Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent
Subject: Executive Session
Policy: [Executive Session – BDC](#)
Date: August 24, 2022

Action	<input type="checkbox"/>
Report	<input checked="" type="checkbox"/>

Connection to School Board Core Beliefs and Commitments

Safety Equity Instructional Practice Organizational Culture

Strategic Plan Goal Topic 3: Student and Staff Wellness

We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

Summary:

The Reynolds School Board and the Superintendent will recess into Executive Session at 6:00p, under ORS 192.660(2)(b) Personnel, ORS 192.660(2)(d) Negotiations, and ORS 192.660(2)(h) Legal Counsel.

Executive Session is closed to the public.



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To: Board of Directors
From: Dr. Danna Diaz, Superintendent of Schools
Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent
Subject: Call to Order

Policy: [Board Meetings – BD/BDA, Conduct of Board Meetings – BDDF](#)

Date: August 24, 2022

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

Connection to School Board Core Beliefs and Commitments

- Safety
 Equity
 Instructional Practice
 Organizational Culture

Strategic Plan Goal Topic 3: Student and Staff Wellness

We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

Summary:

- | | |
|-----------------------|-----------------------------|
| a. Call to Order | d. Pledge of Allegiance |
| b. Roll Call | e. Land Use Acknowledgement |
| c. Approval of Agenda | |

Roll Call:

- | | |
|--------------------------------------|--|
| • Position 1: Director Aaron Muñoz | • Position 5: Vice Chair Yesenia Delgado |
| • Position 2: Director Spencer Chao | • Position 6: Chair Ana Gonzalez Muñoz |
| • Position 3: Director Michael Reyes | • Position 7: Director Francisco Ibarra |
| • Position 4: Director Cayle Tern | |

Motion to Approve Agenda:

- A. Motion Made by Board Member:
 - a. I move that the Board approve the August 24, 2022 agenda as present.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

Land Acknowledgement:

We will open tonight’s meeting by acknowledging the traditional Indigenous inhabitants of this land. The purpose of these statements is to show respect for indigenous peoples and recognize their enduring relationship to the land. Practicing acknowledgment can also raise awareness about histories that are often suppressed or forgotten.

Land Use Acknowledgment & Guidelines



Approved and Apdopted on May 27, 2020

Reynolds School District expresses our gratitude and appreciation to traditional village sites of the Multnomah, Kathlamet, Clackamas, bands of Chinook, Tualatin, Kalapuya, Molalla and many other Tribes who made their homes along the Columbia River, and which is now home to a vibrant native community representing over 400 different tribal nations.

We believe that it is our responsibility as a school district to educate our students, staff and families about the true history of colonialism and the continued need to address colonialism today. This land acknowledgement will encourage our community to reflect upon the land we are standing on and engage in conversations centered in honoring the land.

Land acknowledgments will take place in conjunction with the Pledge of Allegiance, which will be recited after the Land Use Acknowledgement, during the following times:

- School Board meetings
- District-wide community meetings
- School assemblies
- Athletic Competitions
- Parent and community school evening events

Land Use Acknowledgment

We respectfully acknowledge that the land on which we are gathering today is the traditional homeland of a diverse array of indigenous tribes and bands. Multnomah County rests on traditional village sites of the Multnomah, Wasco, Cowlitz, Kathlamet, Clackamas, Bands of Chinook, Tualatin, Kalapuya, Molalla, and many other tribes who made their homes along the Columbia River, creating communities and summer encampments to harvest and use the plentiful natural resources of the area. Multnomah County is now home to a vibrant indigenous community representing over 400 different tribal nations.

We recognize Indigenous peoples as the traditional stewards of this land and acknowledge the enduring relationship between the land and the people since time immemorial. We make this acknowledgement to open a space of recognition, inclusion, and respect for our sovereign tribal partners and all indigenous students, families, and staff in our community.



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To: Board of Directors
From: Dr. Danna Diaz, Superintendent of Schools
Prepared by: Stephanie Field, Executive Director of Communication and Community Relations

Subject: Board Recognition

Policy: [Community Relations – KAA](#)

Date: August 24, 2022

Action	<input type="checkbox"/>
Report	<input checked="" type="checkbox"/>

Connection to School Board Core Beliefs and Commitments

- Safety
- Equity
- Instructional Practice
- Organizational Culture

Strategic Plan Goal Topic 3: Student and Staff Wellness

We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

Summary:

The Reynolds School District School Board would like to read the following proposed Resolutions at this time:

Resolution 2022-2023-002 Proclaiming the Celebration of National Hispanic/Latinx Month

The Board will take action on resolutions later in the meeting.



RESOLUTION 2022-2023-002

**PROCLAIMING THE CELEBRATION OF
NATIONAL HISPANIC/LATINX HERITAGE MONTH**

WHEREAS, forty-four percent of enrolled students are Hispanic and/or Latinx; and

WHEREAS, history is rich with Hispanic and Latinx peoples, who positively influence and enrich our nation, our society, our region, our state, and our schools;

WHEREAS, the contributions of persons with Latinx and Hispanic heritage have been a consistent and vital influence in our nation's growth and prosperity for more than five centuries;

WHEREAS, Spanish, Mexican, and indigenous cultures were established in this region before Oregon obtained statehood. Spanish sailor Juan Perez and his Mexican crew explored the area along the coasts of Oregon and Washington in 1774. From the mid 1800s to the mid 1900s, Latinx mined for resources, worked in the lumber industry, helped shape our livestock industry through the "vaquero" (cowboy) tradition and built highways and railroads in Oregon. In the 1950s, Mexicano and Mexican-American Tejano families permanently settled in several regions of Oregon and Hispanic and Latinx farm workers were a crucial part of Oregon's agricultural economy. As early as the 1960s, Latinx and Hispanics initiated businesses meeting local demand in the service industry, health, manufacturing, and high-tech sectors, while establishing themselves as integral community members working in public service and civic society. Today, over two-thirds of Hispanic Oregonians were born in the United States and they continue to own business, serve as community leaders and vital contributors within vocations, civic and community life.

WHEREAS, the Reynolds School Board has established that each and every student is to be celebrated and appreciated for the distinct and vibrant contributions made by sharing cultures, language, ideas, beliefs and values within a school community; and

WHEREAS, the Reynolds School Board has an adopted equity policy that states our commitment to closing the achievement gap and creating an educational environment where all students have the opportunity to benefit equally from the educational programs offered; and

WHEREAS, the Reynolds School District is working towards eliminating the racial predictability and disproportionality in all aspects of education; and

WHEREAS, the contributions of our Latinx and Hispanic students and families are a vital and vibrant part of our public school system.

NOW, THEREFORE, BE IT RESOLVED that the Reynolds School Board of Directors proclaims September 15 - October 15, to celebrate HISPANIC AND LATINX HERITAGE MONTH; and

BE IT FURTHER RESOLVED that the Reynolds School Board of Directors strongly encourages our staff and community to observe, recognize, and celebrate the culture, heritage, and contributions of Hispanics/Latinx to our country, our state, our cities, and our schools.

Adopted this 24th day of August 2022.

Signed:

Chair, Reynolds School District Board of Directors

Attest:

Superintendent/Clerk



RESOLUCIÓN 2022-2023-002

PROCLAMACIÓN DE LA CELEBRACIÓN NACIONAL DEL MES DE LA HERENCIA HISPANA/LATINX

CONSIDERANDO QUE, 44% de los estudiantes inscritos son hispanos y/o latinx; y

CONSIDERANDO QUE, la historia esta enriquecida con los pueblos hispanos y latinx, que influyeron de forma positiva a nuestra nación, nuestra sociedad, nuestra región, nuestro estado, nuestras escuelas;

CONSIDERANDO QUE, las contribuciones de las personas con herencia Latinx e hispana han sido una influencia consistente y vital para el crecimiento y prosperidad de nuestra nación durante más de 5 siglos;

CONSIDERANDO QUE, las culturas españolas, mejicanas e indígenas se establecieron en esta región antes de que Oregon obtuviera su calificación como estado. El marino español Juan Pérez y su tripulación Mexicana exploraron esta área junto con las costas de Oregon y Washington en 1774. Desde mediados del 1800s hasta mediados de 1900s, Latinx trabajaban las minas para encontrar recursos, trabajaban en la industria maderera, ayudaron a formar nuestra industria ganadera a través de la tradición del "vaquero" y construyeron carreteras y vías de trenes en Oregon. En la década de los 1950, Familias Mexicanas y Mexicoamericanas Tejanas se establecieron permanentemente en varias regiones de Oregon y los granjeros hispanos y latinx fueron una parte crucial para la economía de la agricultura de Oregon. Ya en la década de 1960, los latinx y los hispanos iniciaron negocios adaptándose a la demanda local en las industrias de servicios, de salud, de fabricación, y en los sectores de alta tecnología mientras se establecían como miembros integrales de la comunidad, trabajando en los servicios públicos y en la sociedad civil. Hoy, más de dos tercios de hispanos-oregonianos nacieron en los Estados Unidos y continúan siendo propietarios de sus propios negocios, son líderes en la comunidad y contribuyentes vitales dentro de la vida vocacional, cívica y comunitaria.

CONSIDERANDO QUE, La Junta Directiva de Reynolds ha establecido que todos y cada uno de los estudiantes tienen que ser celebrados y apreciados por sus diferentes y vibrantes contribuciones hechas al compartir sus culturas, idiomas, ideas, creencias y valores dentro de la comunidad escolar; y

CONSIDERANDO QUE, La Junta Directiva de Reynolds ha adoptado una política de Equidad que establece nuestro compromiso para eliminar la diferencia en el rendimiento y la creación de un ambiente educativo donde todos los estudiantes tengan las mismas oportunidades de beneficiarse igualmente de los programas educativos ofrecidos; y

CONSIDERANDO QUE, el Distrito Escolar de Reynolds está trabajando hacia la eliminación de la predictibilidad racial y la desproporcionalidad en todos los aspectos educativos; y

CONSIDERANDO QUE, las contribuciones de nuestros estudiantes hispanos y latinx y sus familias son vitales y una parte vibrante de nuestro sistema escolar público.

AHORA, POR LO TANTO, SE RESUELVE que la Junta de Directores de Reynolds proclama del 15 de septiembre al 15 de octubre, la celebración del MES DE LA HERENCIA HISPANA Y LATINX; y

EN CONCLUSIÓN SE RESUELVE que la Junta Directiva de Reynolds anima enfáticamente a nuestro personal escolar y a la comunidad a que observen, reconozcan y celebren la cultura, la herencia y las contribuciones de los Hispanos/Latinx a nuestro país, a nuestro estado, a nuestras ciudades y a nuestras escuelas.

Adoptado este día 24 de agosto de 2022.

Firmado:

Presidente de la Junta Directiva Escolar de Reynolds

testifica:

Superintendente/Secretario



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To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent

Subject: Public to be Heard

Policy: [Public to be Heard – BDDH, Public Comment at Board Meetings – BDDH-AR](#)

Date: August 24, 2022

Action	<input type="checkbox"/>
Report	<input checked="" type="checkbox"/>

Connection to School Board Core Beliefs and Commitments

Safety Equity Instructional Practice Organizational Culture

Strategic Plan Goal Topic 1: Marginalized Students

In order to give voice to our marginalized populations, we will remove barriers, hold high academic expectations, and elicit and honor all voices.

Summary:

Members of the public will address the Board with comments and the Board will listen only. The Board may choose not to address a request if it does not fall within the scope of Board Governance. Oregon law prohibits the Board from discussing specific employees or their job performance.

Those wishing to speak must complete a Public Comment Form before the beginning of the meeting. The first 7 submissions will be able to speak for 3 minutes.

Written Public Comment can be submitted on the RSD website at any time.



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To: Board of Directors
From: Dr. Danna Diaz, Superintendent of Schools
Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent
Subject: Bargaining Unit Updates
Policy: [Board Meetings – BD/BDA, Conduct of Board Meetings – BDDF](#)
Date: August 24, 2022

Action	<input type="checkbox"/>
Report	<input checked="" type="checkbox"/>

Connection to School Board Core Beliefs and Commitments

Safety Equity Instructional Practice Organizational Culture

Strategic Plan Goal Topic 3: Student and Staff Wellness

We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

Summary:

Each Bargaining Group, Reynolds Education Association (REA), Oregon School Employees Association, Chapter 37 (OSEA), and Reynolds Administrative Group (RAA) will provide the Board of Directors with updates.

Previous Board Action:

Not Applicable

Background:

Not Applicable

Financial Implications:

Not Applicable

Alternatives:

Not Applicable

Staff Recommendation:

Not Applicable

Motion:

Not Applicable



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To: Board of Directors

From: Ana Gonzalez Muñoz, Board Chair

Prepared by: Kaylie Jeffries, Board Secretary

Subject: Student Outcomes Governance Board Self-Evaluation

Policy: [Board Member Development – BHB](#)

Date: August 24, 2022

Action	<input type="checkbox"/>
Report	<input checked="" type="checkbox"/>

Connection to School Board Core Beliefs and Commitments

Safety Equity Instructional Practice Organizational Culture

Strategic Plan Goal Topic 3: Student and Staff Wellness

We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

Summary:

Using the self-evaluation instrument will reveal a score between 0 and 100, where a 0 indicates that the Board is not at all focused (yet) on its goals for student outcomes and a 100 which indicates that the Board has mastered the behavior of focusing on its goals for student outcomes.

Tonight, Dr. Jacinto Ramos will lead the Board through the process of collectively completing the self- evaluation. This will create the Board’s starting point data which, in addition to providing a measurable score, provides the board with clarity about its strengths and weaknesses relative to being focused on improving student outcomes.

Once a baseline has been set, the Board should schedule time during a public meeting every three months to complete the self-evaluation again as a means of monitoring the Board’s progress over time. Ideally each quarter the Board’s focus on improving student outcomes meaningfully increases -- a process tracked for the first two years using the Board Continuous Improvement Evaluation.

Previous Board Action:

Not Applicable

Background:

Not Applicable

Financial Implications:

Not Applicable

Alternatives:

Not Applicable

Staff Recommendation:

Not Applicable

Motion:

Not Applicable

Student Outcomes Focused Governance

A Continuous Improvement Framework

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ACKNOWLEDGMENTS

The journey toward this framework began in 2014 when a group of rambunctious CGCS board members and superintendents came together with the intention of defining and supporting effective governance throughout the CGCS family of member school systems. Referring to themselves as “TeamRogue” -- a designation intended to describe the break from existing governance doctrine they believed necessary to position boards as entities capable of driving improvements in student outcomes -- they began by reviewing existing research and asking a great number of questions. After conducting what was, at that time, the nation’s most comprehensive survey of urban board members and superintendents on the topic of improving governance effectiveness, the group began formulating a series of workshops geared toward new board members, board chairs, and whole board teams. Those early efforts have since evolved into this framework. None of this would be possible without significant contributions from each of the following:

Michael Casserly (CGCS), Darienne Driver (Milwaukee), Cindy Elsbernd (Des Moines), Eric Gordon (Cleveland), Leslie Grant (Atlanta), Ray Hart (CGCS), Jumoke Hinton (Oakland), Pamela Knowles (Portland), Larry Nyland (Seattle), Michael O’Neill (Boston), Moses Palacios (CGCS), Ashley Paz (Fort Worth), Josh Reimnitz (Minneapolis), Miguel Solis (Dallas), Teri Trinidad (CGCS), Airick Leonard West (Kansas City), Steve Zimmer (Los Angeles)

INTRODUCTION

Overview

Student outcomes don't change until adult behaviors change. Or said differently when placed in the context of governing, patterns of behavior that are exhibited in the boardroom can reasonably be expected to be found paralleled in the classroom. This concept, which offers a summation of the current literature on board behaviors and their relationship to improving student outcomes, is as simple as it can be confounding. The intention of the Council of the Great City Schools' (CGCS) Student Outcomes Focused Governance framework is to translate existing research and the collective experience of dozens of CGCS board members and superintendents into a set of tools that boards can use to identify their strengths and weaknesses as well as to track progress along their journey toward improving student outcomes.

The framework is built around six research-informed competencies that describe school board behaviors and the degree to which they create the conditions for improvements in student outcomes: Vision & Goals, Values & Guardrails, Monitoring & Accountability, Communication & Collaboration, Unity & Trust, and Continuous Improvement.

How To Use

This document is best used by the full board and superintendent with guidance from a facilitator specifically trained in its application. After receiving an orientation to the framework, each individual board member and the superintendent should fill out the Board Quarterly Self Evaluation. Using the self evaluation instrument will reveal a score between 0 and 100, where a 0 indicates that the Board is not at all focused (yet) on its goals for student outcomes and a 100 which indicates that the Board has mastered the behavior of focusing on its goals for student outcomes. Then the facilitator should lead the board through a process of collectively completing the self evaluation for the first time. This will create the Board's starting point data which, in addition to providing a measurable score, provides the board with clarity about its strengths and weaknesses relative to being focused on improving student outcomes.

Once a baseline has been set, the board should schedule time during a public meeting every three months to complete the self-evaluation again as a means of monitoring the board's progress over time. Ideally each quarter the board's focus on improving student outcomes meaningfully increases -- a process tracked for the first two years using the Board Continuous Improvement Evaluation.

VISION & GOALS: The Board will, in collaboration with the Superintendent, adopt goals that are student outcomes focused.

Not Student Outcomes Focused (0)	Approaching Student Outcomes Focus (10)	Meeting Student Outcomes Focus (25)	Mastering Student Outcomes Focus (35)
<p><i>The Board is Not Student Outcomes Focused if any of the following are true:</i></p> <p>The Board has not adopted goals.</p> <p>The Board has not consistently demonstrated the ability to distinguish between inputs, outputs, and outcomes.</p> <p>The Board has not hosted opportunities to listen to the vision of the community during the previous thirty-six month period.</p>	<p><i>No items from the Not Student Outcomes Focused column, and:</i></p> <p>The Board has adopted, in collaboration with the Superintendent, goals.</p> <p>The Board has adopted only SMART goals that include a specific measure, population, starting point, an ending point, a starting date, and an ending date.</p> <p>The Board has adopted no fewer than one and no more than five goals. Fewer goals allow for greater focus; more allow for less.</p> <p>The Superintendent has adopted, in collaboration with the Board, one to three interim goals to progress monitor each goal, and each interim goal is SMART.</p> <p>The status of each interim goal is able to be updated multiple times during each school year.</p> <p>The Board publicly posted the goals for public comment prior to adoption.</p>	<p><i>All items from the Approaching Student Outcomes Focus column, and:</i></p> <p>The Board's goals all pertain to desired student outcomes.</p> <p>In addition to the goal ending points, the Board has adopted annual targets, goal ending points for each year leading up to the ending dates. The Superintendent has provided interim goal ending points for each year leading up to the ending date.</p> <p>All interim goals pertain to student outputs or student outcomes, not inputs or adult outputs.</p> <p>The Board included students, parents, staff, and community members in the goal development process.</p> <p>All Board goals last from three to five years; all interim goals last from one to three years.</p> <p>The goals and interim goals will challenge the organization and will require change in adult behaviors.</p>	<p><i>All items from the Meeting Student Outcomes Focus column, and:</i></p> <p>The Board used a process that included students, parents, staff, and community members in a way that leads them to express ownership of the adopted goals.</p> <p>All of the interim goals are predictive of their respective goals, and are influenceable by the Superintendent (and the Superintendent's team). Predictive suggests that there is some evidence of a correlation between the interim goal and the goal. Influenceable suggests that the Superintendent -- and through them, the staff -- has authority over roughly 80% of the inputs the interim goal is measuring.</p> <p>The Board relied on a root cause analysis, comprehensive student needs assessment, and/or similar research-based tool to inform identification of and prioritization of potential goals.</p>

VALUES & GUARDRAILS: The Board will, in collaboration with the Superintendent, adopt guardrails.

Not Student Outcomes Focused (0)	Approaching Student Outcomes Focus (5)	Meeting Student Outcomes Focus (10)	Mastering Student Outcomes Focus (15)
<p><i>The Board is Not Student Outcomes Focused if any of the following are true:</i></p> <p>The Board has not adopted goals.</p> <p>The Board has not hosted opportunities to listen to the values of the community during the previous thirty-six month period.</p>	<p><i>No items from the Not Student Outcomes Focused column, and:</i></p> <p>The Board has adopted, in collaboration with the Superintendent, guardrails based on the community's values and that do not hinder pursuit of the goals. Each guardrail describes a single operational action or class of actions the Superintendent may not use or allow in pursuit of the goals.</p> <p>The Board has adopted no fewer than one and no more than five guardrails. Fewer guardrails allow for more focus; more allow for less.</p> <p>The Superintendent has adopted, in collaboration with the Board, one to three interim guardrails for each guardrail, and each interim guardrail is SMART.</p> <p>The status of each interim guardrail is able to be updated multiple times during each school year.</p> <p>The Board publicly posted the guardrails for public comment prior to adoption.</p>	<p><i>All items from the Approaching Student Outcomes Focus column, and:</i></p> <p>The Superintendent has provided interim guardrail ending points for each year leading up to the ending date.</p> <p>All interim guardrails pertain to outputs or outcomes, not inputs.</p> <p>The Board included students, parents, staff, and community members in the guardrail development process.</p> <p>The Board has considered adoption of one or more theories of action to drive the school system's overall strategic direction. If there is a permanent Superintendent, that person was included in the theory consideration process.</p> <p>All Board guardrails last from three to five years; all interim guardrails last from one to three years.</p> <p>The guardrails, interim guardrails, and theories of action will challenge the organization and require change in adult behaviors.</p>	<p><i>All items from the Meeting Student Outcomes Focus column, and:</i></p> <p>The Board used a process that included students, parents, staff, and community members in a way that leads them to express ownership of the adopted guardrails and, if applicable, theories of action.</p> <p>All of the interim guardrails are predictive of their respective guardrails, and are influenceable by the Superintendent (and the Superintendent's team). Predictive suggests that there is some evidence of a correlation between the interim guardrail and the guardrail. Influenceable suggests that the Superintendent -- and through them, the staff -- has authority over roughly 80% of whatever the interim guardrail is measuring.</p> <p>In addition to the guardrails on the Superintendent's authority, the Board has adopted one to five guardrails on its own behavior and evaluates itself against them at least quarterly.</p>

MONITORING & ACCOUNTABILITY: The Board will devote significant time monthly to monitoring progress toward the goals.

Not Student Outcomes Focused (0)	Approaching Student Outcomes Focus (10)	Meeting Student Outcomes Focus (20)	Mastering Student Outcomes Focus (30)
<p><i>The Board is Not Student Outcomes Focused if any of the following are true:</i></p> <p>The Board has not adopted goals.</p> <p>The Board does not schedule each goal to be monitored at least four times per year.</p> <p>The Board does not schedule each guardrail to be monitored at least once per year.</p> <p>The Board has not adopted a monitoring calendar.</p> <p>The Board does not track its use of time in Board-authorized public meetings.</p> <p>The Board has not consistently demonstrated the ability to distinguish between customer service/issues and owner service/issues.</p> <p>The school system has not achieved any of its interim goals during the previous twelve month period.</p>	<p><i>No items from the Not Student Outcomes Focused column, and:</i></p> <p>The Board invests no less than 10% of its total Board-authorized public meeting minutes monitoring its goals.</p> <p>The Superintendent led the interim goals/guardrails and monitoring calendar development processes while working collaboratively with the Board.</p> <p>The Board has a Board-adopted monitoring calendar.</p> <p>The Board's monitoring calendar spans the length of the Board's goals. A longer span allows for more focus; shorter allows for less.</p> <p>The Board has received monitoring reports in accordance with its monitoring calendar.</p> <p>The Superintendent is evaluated only on performance regarding the Board's goals, guardrails, and interim goals/guardrails. The Board considers Superintendent performance to be indistinguishable from school system performance.</p>	<p><i>All items from the Approaching Student Outcomes Focus column, and:</i></p> <p>The Board invests no less than 25% of its total Board-authorized public meeting minutes monitoring its goals.</p> <p>No more than two goals are monitored per month.</p> <p>Every goal is monitored at least four times per year.</p> <p>Every guardrail is monitored at least once per year.</p> <p>The Board has been provided copies of -- but, unless required by law, did not vote to approve / disapprove -- the Superintendent's plan(s) for implementing the Board's goals and worked to ensure that the plan included both an implementation timeline and implementation instruments.</p> <p>The most recent annual Superintendent evaluation took place no more than twelve months ago.</p>	<p><i>All items from the Meeting Student Outcomes Focus column, and:</i></p> <p>The Board invests no less than 50% of its total Board-authorized public meeting minutes each month into effectively monitoring its goals.</p> <p>Only Board work was discussed and/or acted on during Board-authorized public meetings.</p> <p>The Board modifies its goals, guardrails, and monitoring calendar no more than once during the span of the Board's adopted goals (unless they are met sooner). A longer period allows for more focus; shorter allows for less.</p> <p>The school system has achieved at least half of its interim goals during the previous twelve month period.</p> <p>If the Board approves an annual budget, it does so only after determining that the Board's goals are the first priority for resource allocation.</p> <p>The majority of the Board's monitoring sessions during the period were rated Effective or Highly Effective.</p>

COMMUNICATION & COLLABORATION: The Board will lead transparently and include stakeholders in the pursuit of the goals.

Not Student Outcomes Focused (0)	Approaching Student Outcomes Focus (1)	Meeting Student Outcomes Focus (5)	Mastering Student Outcomes Focus (10)
<p><i>The Board is Not Student Outcomes Focused if any of the following are true:</i></p> <p>The Board has not adopted goals.</p> <p>The Board did not receive the final version of materials to be voted on at least three calendar days before the Board-authorized public meeting during which the materials would be considered.</p> <p>There were more than six Board-authorized public meetings in a single month during the previous twelve month period (Board committees are counted in this total).</p> <p>Any meeting of the Board lasted more than eight hours during the previous twelve month period.</p> <p>The Board does not use a consent agenda.</p> <p>The Board has not hosted opportunities to listen to the vision and values of the community during the previous thirty-six month period.</p>	<p><i>No items from the Not Student Outcomes Focused column, and:</i></p> <p>All consent-eligible items were placed on the consent agenda and all but a few were voted on using a consent agenda.</p> <p>The Board tracks its use of time in Board-authorized public meetings, categorizing every minute used as one of the following:</p> <ul style="list-style-type: none"> - Goal Setting: reviewing, discussing, and/or selecting goals - Goal Monitoring: reviewing, discussing, and/or approving/not approving goal monitoring reports - Guardrail Setting: reviewing, discussing, and/or selecting guardrails - Guardrail Monitoring: reviewing, discussing, and/or approving/not approving guardrail monitoring reports - Leadership Evaluation: Board self eval, Board time use eval, and Superintendent eval - Voting: debating and voting on any item (these activities are never a form of goal/guardrail monitoring) - Community Engagement: two-way communication between the Board and community members - Other 	<p><i>All items from the Approaching Student Outcomes Focus column, and:</i></p> <p>There are no more than four Board-authorized public meetings per month and none lasts more than three hours.</p> <p>The Board schedules no more than five topics for discussion during any one Board-authorized public meeting.</p> <p>The Board limits its adoption of Board policies regarding school system operations to matters that are 1) required by law or 2) an appropriate exercise of the Board's oversight authority as defined by the Board's adopted goals and/or guardrails. Existing policies that do not meet one of these criteria have been removed from the Board's policy manual (though the Superintendent may retain them as administrative policy/regulation).</p> <p>The Board made no edits to the Board's regularly scheduled meeting agenda during the meeting and during the three business days before the meeting unless a state of emergency was declared.</p>	<p><i>All items from the Meeting Student Outcomes Focus column, and:</i></p> <p>There are no more than two Board-authorized public meetings per month and none lasts more than two hours.</p> <p>The Board schedules no more than three topics for discussion during any Board-authorized public meeting.</p> <p>The Board has adopted few enough policies that the full Board as a whole is able to review every policy at least once during every length of time equal to a Board Member's²⁰ term of office.</p> <p>The Board received the final version of materials to be voted on at least seven calendar days before the Board-authorized public meeting during which the materials would be considered.</p> <p>The Board used a process that included students, parents, staff, and community members in a way that led them to express ownership of the adopted goals and guardrails.</p>

UNITY & TRUST: The Board will lead with one voice in its pursuit of the goals.

Not Student Outcomes Focused (0)	Approaching Student Outcomes Focus (1)	Meeting Student Outcomes Focus (3)	Mastering Student Outcomes Focus (5)
<p><i>The Board is Not Student Outcomes Focused if any of the following are true:</i></p> <p>The Board has not adopted goals.</p> <p>The Board has not adopted policies that establish Board operating procedures.</p> <p>Any Board Member voted on an item on which they had a conflict of interest, as defined by law, during the previous three month period.</p> <p>Board Members serve on committees formed by the Superintendent or staff without approval of the Superintendent and a majority of the Board.</p>	<p><i>No items from the Not Student Outcomes Focused column, and:</i></p> <p>Attendance at all regularly scheduled Board meetings was over 80% during the previous three month period.</p> <p>The Board has adopted a policy or procedure requiring that information provided by the Superintendent to one Board Member is provided to all Board Members.</p> <p>The Board reviews all policies governing Board operating procedures at least once during every length of time equal to a Board Member's term of office.</p> <p>The Board has adopted an Ethics & Conflicts of Interest Statement and all Board Members have signed the statement during their current term of office.</p> <p>All Board Members agree that if the Board has committees, their role is only to advise the Board, not to advise the staff.</p>	<p><i>All items from the Approaching Student Outcomes Focus column, and:</i></p> <p>The Board has included language in its Ethics & Conflicts of Interest Statement requiring that Board Members do not give operational advice or instructions to staff members.</p> <p>The Board has included language in its Ethics & Conflicts of Interest Statement requiring that Board Members are responsible for the outcomes of all students, not just students in their region of the school system.</p> <p>The Board has included language in its Ethics & Conflicts of Interest Statement requiring that Board Members fully recuse themselves from matters involving individuals or organizations who made campaign contributions to them or who appointed them.</p> <p>The Board unanimously agreed during the most recent self-evaluation that all Board Members have honored the three aforementioned ethical boundaries during the previous evaluation period.</p>	<p><i>All items from the Meeting Student Outcomes Focus column, and:</i></p> <p>The Board unanimously agreed during the most recent self-evaluation that all Board Members adhered to all policies governing Board operating procedures during the previous evaluation period.</p> <p>All Board Members and the Superintendent agreed during the most recent self-evaluation that none of the Board Members have given operational advice or instructions to staff members. 21</p> <p>All Board Members have memorized all of the Board's goals and the current status of each.</p> <p>The Board conducted a quarterly self-evaluation during the previous three month period -- or annually if the most recent score was 80 or higher -- and unanimously voted to adopt the results.</p>

CONTINUOUS IMPROVEMENT: The Board will invest time and resources toward improving its focus on the goals.

Not Student Outcomes Focused (0)	Approaching Student Outcomes Focus (1)	Meeting Student Outcomes Focus (3)	Mastering Student Outcomes Focus (5)
<p><i>The Board is Not Student Outcomes Focused if any of the following are true:</i></p> <p>The Board has not adopted goals.</p> <p>The Board has not conducted a self-evaluation during the previous twelve month period.</p> <p>The Board has conducted a self-evaluation during the previous twelve month period but did not vote to adopt the results.</p> <p>The Board has not participated in a governance team training or retreat where all members of the governance team were present, during the previous twelve month period.</p>	<p><i>No items from the Not Student Outcomes Focused column, and:</i></p> <p>The Board tracks its use of time and reports monthly the percentage of Board-authorized public meeting time invested in monitoring the Board’s goals and interim goals.</p> <p>The Board tracks the average annual cost of staff time invested in governance during its annual self-evaluation. This includes the time of any staff members invested in preparing for, attending, and debriefing after meetings. This includes all Board-authorized public meetings as well as all closed sessions and all hearings.</p> <p>The Board has provided time during regularly scheduled Board-authorized public meetings to recognize the accomplishments of its students and staff regarding progress toward goals and interim goals.</p> <p>The most recent Board self-evaluation took place no more than 12 months ago using this instrument or a research-aligned instrument.</p>	<p><i>All items from the Approaching Student Outcomes Focus column, and:</i></p> <p>The most recent Board annual self-evaluation took place no more than 45 days before the most recent Superintendent evaluation.</p> <p>The Board has hosted and the Board Members have led or co-led at least one training session on Student Outcomes Focused Governance during the previous twelve month period.</p> <p>The Board has continuously updated the status and targets of all goals, guardrails, and interim goals/guardrails, and publicly displays them in the room in which the Board most frequently holds regularly scheduled Board meetings.</p> <p>The Board conducted the most recent self-evaluation and voted to adopt the results.</p>	<p><i>All items from the Meeting Student Outcomes Focus column, and:</i></p> <p>The Board included students as presenters in at least one of the Student Outcomes Focused Governance training sessions during the previous twelve months.</p> <p>Prior to being selected, all newly selected Board Members received training on Student Outcomes Focused Governance from fellow Board Members on their Board or from a certified Student Outcomes Focused Governance Coach.</p> <p>The Board conducted the most 22 recent quarterly self-evaluation -- or annually if the most recent score was 80 or higher -- and unanimously voted to adopt the results.</p>

DEFINITIONS

Adult Outcomes: A measure of school system results that are not student results; outcomes that are not student outcomes. [see Outcomes, Student Outcomes definitions]

Adult Outputs: The adult experiences resulting from a particular set of inputs that are usually knowable in the midst of a cycle and that are a measure of the adults' role in the implementation of the program or strategy. Outputs that are not student outputs. [see Outputs, Student Outputs definitions]

Annual Targets: Goal/interim goal ending points for each year leading up to the ending dates.

Board-Authorized Public Meeting: Any non-privileged meeting authorized by the Board or Board Chair including, but not limited to, Board workshops, Board hearings, and Board committees. Legally mandated hearings are exempted from this definition. Trainings led by a certified Student Outcomes Focused Governance Coach may be exempted from this definition. [see Board Work definition]

Board Work: Items that are discussed and/or acted on during Board-authorized public meetings because either state or federal law/rule requires the Board to do so or because the items directly pertain to the Board's adopted goals or guardrails. Items that are not legally required and that the Board has not designated as Board work through the Board's goals or guardrails are, by default, Superintendent work. [see Board-authorized Public Meeting, Superintendent Work definitions]

Community Engagement: Time invested by the Board in two-way communication between the Board and community members.

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Consent-Eligible Items: Matters on the Board agenda that include, but that are not limited to, personnel actions, contract renewals, previous meeting minutes, policy updates, construction amendments, non-monitoring administrative reports, committee reports, enrollment updates, and regular financial reports where financial activities remained within budgetary parameters. [see Board-authorized Public Meeting, Board Work definitions]

Customers: The organization's recipients of services and/or transactional beneficiaries -- such as students and staff -- for whom the staff is better positioned to address and/or resolve issues in a timely and effective manner. In a school system, customers and owners can be the same people, and therefore care must be taken to distinguish customer issues from owner issues. [see Owner definition]

Ending Date: The month/year by when the goal will reach the ending point. In goal setting, the ending date can be no less than one and no more than five years away. The ending date is often represented by the 'Z' in sample goals: "the measure will move from W% on X to Y% by Z." [see Ending Point, Goal Setting, SMART definitions]

Ending Point: The goal's desired number/percentage at the time of the ending date. The ending point is often represented by the 'Y' in sample goals: "the measure will move from W% on X to Y% by Z." [see Ending Date, Goal Setting, SMART definitions]

Goals: Policy statements that are SMART, that are student outcomes focused, and that describe the Board's top priorities during the timeline for which they are adopted. The first priority for resource allocation in the school system should be toward achieving the Board's goals. Once those allocations are complete, remaining resources may be allocated in a manner that addresses the additional needs and obligations of the school

system. Goals generally are set for a three to five year period. Goals generally take the form of “student outcome will increase from X to Y by Z.” [see Goal Examples section; see SMART, Student Outcome definitions]

Goal Monitoring: Time invested by the Board in reviewing, discussing and/or accepting/not accepting goal monitoring reports. No fewer than 50% of the minutes spent in Board-authorized public meetings should be invested in goal monitoring or goal setting. Debating and voting on Board items is never a form of goal monitoring. [see Board-authorized Public Meeting, Goal, Goal Setting, Interim Goal, Monitoring definitions]

Goal Setting: Time invested by the Board in reviewing, discussing, and/or selecting goals. No fewer than 50% of the minutes spent in Board-authorized public meetings should be invested in goal monitoring or goal setting. [see Board-authorized Public Meeting, Goal, Goal Monitoring, Interim Goal, Monitoring definitions]

Governance Team: All Board Members and the Superintendent. The Superintendent is not a member of the Board, but is a member of the governing team.

Guardrail: An operational action or class of actions, usually strategic not tactical, the Superintendent may not use or allow in pursuit of the school system’s student outcome goals. Guardrails are based on the community’s values and should not undermine the school system’s ability to meet the goals — though guardrails will often require the Superintendent to accomplish the goals in a different way. [see Examples section; see Guardrail Monitoring, Guardrail Setting, Interim Guardrail, Theory of Action definitions]

Guardrail Monitoring: Time invested by the Board in reviewing, discussing and/or accepting/not accepting guardrail monitoring reports. [see Guardrail, Interim Guardrail, Monitoring definitions]

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Guardrail Setting: Time invested by the Board in reviewing, discussing, and/or selecting guardrails. [see Guardrail, Interim Guardrail, Theory of Action definitions]

Implementation Instruments: Measures that describe the quality of effort that goes into execution of inputs or outputs. This document is an example of an implementation instrument for the governing team’s outputs.

Inputs: Resources and activities invested in a particular program or strategy that are usually knowable at the beginning of a cycle and that are a measure of effort applied. [see Outcomes, Outputs definitions]

Interim Goals: A leading measure of progress that can be expressed as a number or a percentage and that, when improving, increases the likelihood that the goal will be achieved. While goals are outcomes, interim goals are generally outputs. Each goal will have between one and three interim goals. Interim goals are SMART. [see Goal Examples section]

Interim Guardrail: A measure of progress toward a defined guardrail that can be expressed as a number or percentage. [see Guardrail Examples section]

Leadership Evaluation: The Board conducting routine self-evaluations and Superintendent evaluations. It is recommended to include months

during which leadership evaluation will take place on the monitoring calendar.

Measure: The instrument, assessment, or other means used to quantify something. In the context of goals, this is often an evaluation of student performance such as a school system or state exam. [see Goal Setting, SMART definition]

Monitoring: A Board process that includes the Board receiving monitoring reports on the timeline indicated by the monitoring calendar, discussing them, and choosing to accept or not accept them. The intention of monitoring is to determine whether reality matches the Board's goals / guardrails.

Monitoring Calendar: A Board-adopted multi-year schedule that describes months during which goals, interim goals, guardrails, and interim guardrails are reported to the Board.

Monitoring Report: A report that provides evidence of progress to the Board regarding their adopted goals and guardrails. Each monitoring report must contain 1) the goal/guardrail being monitored, 2) the interim goals/guardrails showing the previous three reporting periods, the current reporting period, and the annual and ending point numbers/percentages, 3) the Superintendent's evaluation of performance ("red/yellow/green" or "on track/partially off/off track" or "compliant/partially compliant/non-compliant" or whatever other status labels the school system uses for progress monitoring), and 4) supporting documentation that shows the evidence and describes any needed next steps.

Outcomes: The impact of the program or strategy that is usually knowable at the end of a cycle and that is a measure of the effect on the intended beneficiary. [see Adult Outcomes, Inputs, Outputs, Student Outcomes definitions]

Outputs: The result of a particular set of inputs that is usually knowable in the midst of a cycle and that is a measure of the implementation of the program or strategy. [see Inputs, Outcomes definitions]

Owners: The organization's moral and legal authority -- such as residents and taxpayers -- for whom the board is better positioned to address and/or resolve issues in a timely and effective manner. In a school system, owners and customers can be the same people, and therefore care must be taken to distinguish customer issues from owner issues. [see Customers definition]

Population: The group of students who will be impacted and/or who are being measured. [see Goal Setting, SMART definition]

SMART: An acronym for "specific, measurable, attainable, results-focused, time-bound." Goals and interim goals partially accomplish SMART-ness by having a specific measure, population, starting points, ending points, starting dates, and ending dates. [see Ending Date, Ending Point, Measure, Population, Starting Date, Starting Point definitions]

Starting Date: The month/year that the goal is set. The starting date is often represented by the 'X' in sample goals: "the measure will move from W% on X to Y% by Z." [see Goal Setting, SMART, Starting Point definitions]

Starting Point: The goal's current number/percentage at the time of adoption. The starting point is often represented by the 'W' in sample goals: "the measure will move from W% on X to Y% by Z." [see Goal Setting, SMART, Starting Date definitions]

Student Outcomes: A measure of school system results that are student results rather than adult results; outcomes that are a measure of what students know or are able to do. Student outcomes are distinct from adult outcomes. [see Adult Outcomes, Goals, Outcomes definitions]

Student Outputs: The student experiences resulting from a particular set of inputs that are usually knowable in the midst of a cycle and that are a measure of the students' role in the implementation of the program or strategy. Student outputs are distinct from adult outputs. [see Adult Outputs, Outputs definition]

Superintendent Work: Items that are not legally required and that the Board has not designated as Board work through the Board's goals or guardrails. [see Board Work definition]

Theory of Action: A set of high level strategies to which all school system inputs and outputs must be aligned. Unlike other guardrails, theories of action do not have interim guardrails. [see Examples section; see Guardrail definition]

Values: The shared understanding of what the community considers important but that is not the vision. Where the vision describes what the community wants to see happen, values describe what the community does not want to see happen. Values describe protections the community wants to see put into place. It is not appropriate for the Board to allow the community's values to be violated, even if doing so would support the accomplishment of the vision. The values are most often expressed as a guardrail or a theory of action. Guardrails generally are set for a three to five year period; theories of action generally are set for a five to ten year period.

Vision: The shared understanding of what the community ultimately desires to accomplish for all students. Where values describe what the community does not want to see, vision describes what the community does want to see happen. Vision describes the direction the community wants to see the school system go. A vision is most often expressed as an aspirational policy statement that describes what the Board understands the community's desire for the future to be. Vision statements generally are set for a five to ten year period. 26

Voting: Time invested by the Board in debating and voting on any item. Unless indicated elsewhere in this document, these activities are never a form of goal monitoring or guardrail monitoring.

GOAL EXAMPLES

Sample Goals:

- *Many of these examples are drawn from current or proposed goals from CGCS member school systems (or adaptations of their policy that meet the goal definition).*

- The percentage of kindergarten students who will enter kindergarten school-ready on a multidimensional assessment will increase from W% on X date to Y% by Z date
- The percentage of graduates who are persisting in the second year of their post-secondary program will increase from W% on X to Y% by Z
- The percentage of free and reduced lunch-eligible students in kindergarten through 2nd grade who are reading/writing on or above grade level on the school system's summative assessment will increase from W% on X to Y% by Z
- The percentage of students at underperforming schools who meet or exceed the state standard will increase from W% on X to Y% by Z
- The percentage of males of color who graduate with an associate's degree will increase from W% on X to Y% by Z

Sample Interim Goals:

- *Many of these examples are drawn from CGCS' "Academic KPIs" work.*
- The percentage of students successfully passing abc semester long course by the end of ninth grade will increase from W% on X to Y% by Z
- The percentage of students showing growth from one formative assessment to the next will increase from W% on X to Y% by Z
- The percentage of students earning at least three IB, AP, or college credits each semester will increase from W% on X to Y% by Z

GUARDRAIL EXAMPLES

Sample Guardrails:

- *Many of these examples are drawn from current or proposed guardrails from CGCS member school systems (or adaptations of their policy that meet the guardrail definition).*
- The Superintendent will not allow underperforming campuses to have principals or teachers who rank in the bottom two quartiles of principal or teacher school system-wide performance
- The Superintendent will not propose major decisions to the Board without first having engaged students, parents, community, and staff
- The Superintendent will not operate without a system that uses student growth data to identify, retain, and place highly effective staff
- The Superintendent will not allow the inequitable treatment of students

Sample Interim Guardrails:

- *Many of these examples are drawn from CGCS' "Managing for Results" work.*
- The percentage of People Incidents per 1,000 Students at underperforming schools will decline from W% on X to Y% by Z
- The Employee Separation Rate for principals and teachers in the top quartile of school system-wide performance will decline from W% on X to Y% by Z

THEORY OF ACTION EXAMPLES

Sample Theories of Action:

- *Some of these examples are drawn from current or proposed Theories of Action from CGCS member school systems (or adaptations of their policy that meet the Theories of Action definition).*

- **Managed Instruction:**

- If instructional materials and methods are directed by the central office to ensure that students experience consistency and quality of instructional delivery across a system of campuses;
- Then central office will be responsible for accomplishing the Board's goals while operating within the Board's other guardrails.

- **Earned Autonomy:**

- If the central office directly operates some schools and grants varying levels of autonomy to other schools; and
- If the central office clearly defines operational thresholds that deserve higher levels of autonomy, and the specific autonomies earned, consistent with Board goals and guardrails;
- Then responsibility for accomplishing the Board's goals while operating within the Board's guardrails will vary between central office and school leaders based on school-level operational capacity and student outcomes.

- **Performance Empowerment:**

- If the central office devolves autonomy to schools; and
- If the central office empowers parents to make choices among schools operated by differing partners; and
- If the central office creates performance contracts with schools, annually evaluates performance of and demand for schools, and makes strategic decisions regarding growing access to high performing schools and addressing low performers;
- Then school performance contracts will require the school to accomplish the Board's goals while operating within the Board's other guardrails.

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PROGRESS MONITORING STUDENT OUTCOMES

What Is Progress Monitoring?

Progress monitoring is a conversation between the school board and superintendent that provides boards the opportunity to evaluate the alignment between the community's vision (goals towards student outcomes) and the school district's reality (current student performance/growth). While student outcome goals and current student performance may not match perfectly, it only becomes problematic when there is no evidence of student growth and progress. And even if students aren't yet growing and making progress, that's only catastrophic if the superintendent doesn't have sufficiently aggressive strategies in place for increasing growth and helping students make progress. These are the fundamental concerns of monitoring: 1) does reality match the vision, 2) is there growth toward the vision, and 3) is there a strategy and plan sufficient to cause growth toward the vision?

- If the answer to all three is yes, then the board can accept the monitoring report confident that the superintendent is performing.
- If the answer to only one or two of these questions is yes, the board may opt to table the matter (see *Keep the Conversation Going* below).
- If the answer to all three is no, the board may opt to reject the report and reflect on how to respond to the superintendent's non-performance.

UNDERSTANDING PROGRESS MONITORING

How Is Monitoring Beneficial?

In addition to clarifying student and superintendent performance, monitoring -- when done well -- confers several other organizational benefits:

- **Lead by Example:** What happens in the boardroom is more likely to be echoed in the classroom. Board behavior sets the culture for an institution. If board members want a culture where teachers are open and reflective in their craft, they set the stage for that by demonstrating what it looks like for the board and superintendent to be open and reflective -- grounded in student outcomes data -- in their craft as well.
- **Clarify Strategies:** When the board receives monitoring reports from the superintendent, the report should include how the superintendent will respond to the data. If the data says things are slightly off track, the superintendent's strategy should reflect that. If the data says that performance is completely off track, the superintendent's strategy should reflect the urgency that the current reality demands.
- **Communicate Expectations:** By investing at least 50% of the board's time each month into monitoring progress toward the vision, the board makes clear what the priorities of the entire organization are expected to be. This is a powerful tool for creating organizational alignment.
- **Formative Evaluation:** With each monitoring report the board is conducting a micro assessment of superintendent performance which creates an opportunity for the superintendent to make adjustments. As a continuous improvement strategy, providing this regularly recurring feedback loop is a superior approach to the outdated concept of merely conducting annual performance evaluations.

Tips For Effective Monitoring

- **Do Your Homework:** Board members should arrive at board meetings having already read the monitoring report and having already come

up with at least three or four questions each regarding the “who”, “what”, “why”, and “how” of the monitoring report (see *During Monitoring* below).

- **Understanding Reality:** The desired result of monitoring is to understand the current reality for your students as compared to the vision you’ve adopted for them (goals). Whether you enjoy the current reality isn’t the point of monitoring; whether or not you fully know the current reality is.
- **Keep the Conversation Going:** If the superintendent presents a monitoring report that is missing the prerequisites (see *Before Monitoring* below) or that fails to clarify for board members the extent to which reality matches the goals, consider tabling the conversation and giving the superintendent a chance to fix it and re-offer it at a subsequent meeting, instead of choosing not to accept it and ending the discussion.
- **No Gotcha Governance:** Adopt a monitoring calendar that describes which goals will be monitored during which months. The ideal monitoring calendar will span the full term of the goals -- if they are five year goals, the calendar should cover five years.
- **Don’t Offer Advice:** Monitoring is never an opportunity for board members to provide advice to the superintendent regarding what should/shouldn’t be done about student outcomes. It’s also not about liking/not liking the superintendent’s strategies.

PRACTICING PROGRESS MONITORING

Before Monitoring

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Here are four issues to ask about the 1-5 page monitoring report before you can begin progress monitoring (if the answer to any of these is “no”, hand the report back to the Superintendent and have them complete it before proceeding -- likely at the next regularly scheduled board meeting):

1. Does it clearly show what is being monitored (which specific policy / end / goal / interpretation / etc)?
2. Does it clearly show data for the 3 previous reporting periods (preferably on a line graph)? Does it clearly show the current reporting period? Does it clearly show the target reporting periods (annual targets and deadline target)?
3. Does it clearly show the Superintendent’s evaluation of performance?
4. Does it clearly show supporting documentation that evidences the Superintendent’s evaluation? If the district is not at target or the Superintendent’s evaluation indicates implementation is not on track, does the monitoring report clearly describe any needed next steps?

During Monitoring

Monitoring is about understanding the extent to which reality matches policy -- and in this case, the Board’s adopted goals / ends. Monitoring is never about offering advice or recommendations. The Board’s curiosity is focused on what’s true for students, not on what adults are/aren’t doing.

Here are observations to look for / questions to ask (and the order in which to ask them) that support progress monitoring. Notice that none of these questions offer advice concerning which inputs/outputs the Superintendent should select; these are monitoring questions, not managing questions.

	Who?	What?	Why?	How?
Conversation Focus	Which students are the data talking about? [past focus]	Which circumstances surrounded the data for struggling and excelling students? [past focus]	Which phenomenon helps describe what happened? [past focus]	Which changes will happen based on the data? [future focus]
Conversation Starters	Who is struggling the most? Who is getting it the most? Who is not moving? Who is not included in this data?	What is currently happening? What else do we need to know about this? What did work? What didn't work? What did we learn from this? What are the strengths? What are the limitations? What gaps exist between student groups? What's working? Not working? What do you see as accounting for <anomalous data in report>?	Why is it working in this area? Why is it not working in this area? Why such a significant growth? Why was there no growth? Why do gaps between student groups exist? Why is <data point a> so much <higher or lower> than <data point b>?	How can we replicate what is happening in ___? Given what we know about __, how are you going to speed up the progress? How do you know that strategy is going to work? How are we going to address ___ (issue not resolved)? How might changes show up in the future (budget, etc.)? How can the board help?

After Monitoring

Once the Board has completed the task of monitoring and chosen to accept or not accept the report (and only *after*), then it is appropriate to ask: is this still the right policy?

IMPROVING PROGRESS MONITORING

Evaluating The Quality Of Monitoring

Once the Board has completed monitoring, it would be wise to reflect on its performance. Using the following rubric, identify which column most

describes the completed monitoring session.				
	Ineffective Monitoring	Approaching Effective Monitoring	Effective Monitoring	Highly Effective Monitoring
Preparation	Any Board members have not read the monitoring report prior to the meeting.	Some Board members have read parts of the monitoring report prior to the meeting and have begun developing potential questions.	Every Board member has read the monitoring report prior to the meeting and has shared potential questions with the Superintendent.	Every Board member read the monitoring report and shared potential questions with the Superintendent three working days prior to the meeting.
Data & Opinions	Any conversation is focused on Board member opinions of school system performance. Any Board comments are focused on blaming rather than on ways the Board can be supportive.	Conversation is focused on Board member opinions of school system performance with reference to the data presented in the monitoring report.	Conversation is focused on understanding the data presented in the monitoring report.	Conversation is focused on understanding the data presented in the monitoring report with each question referencing specific data within the monitoring report.
Questions & Statements	Any conversation is focused on Board member opinions and recommendations for what the school system should do. Mostly yes/no inquiry.	Conversation is largely statements of opinion but includes some questions about the data presented in the monitoring report.	Conversation is mostly focused on questions about the data presented in the monitoring report. Mostly multiple choice or open ended inquiry.	Conversation is exclusively limited to questions about the data presented in the 35 monitoring report. Mostly open ended inquiry.
Past & Future	Most or all of the monitoring conversation is focused on future action rather than reflection on past action.	The plurality of the monitoring conversation is focused on future action rather than reflection on past action.	The large majority (2/3+) of the monitoring conversation is focused on reflecting on past action.	The super majority (3/4+) of the time spent monitoring is focused on reflecting on past action.
Progress Monitoring & Project Management	Any conversation is focused on offering advice concerning school system operations or programs. Questions are about technical or tactical issues.	Conversation is a blend of offering advice, discussing programs, and understanding performance.	Conversation is mostly focused on understanding performance rather than discussing school system operations or programs.	Conversation is exclusively focused on understanding performance specific to the monitoring report. Questions are about strategic issues.

BOARD QUARTERLY SELF-EVALUATION						
Current Date	/ /				Votes For/Against	/
	January -March	April -June	July -September	October -December	January -March	Total Possible
Vision & Goals						35
Values & Guardrails						15
Monitoring & Accountability						30
Communication & Collaboration						10
Unity & Trust						5
Continuous Improvement						5
Total						100

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Directions

1. You will enter five sets of evaluation results: three previous quarters, most recently completed quarter, and the next quarter estimate.
2. **Enter** the self-evaluation results for the previous three completed quarterly self-evaluations. (For example, if it is currently January then enter the self-evaluation results for Jan-Mar, Apr-Jun, and Jul-Sep.)
3. **Conduct** the quarterly self-evaluation for the most recently completed quarter and vote to adopt the results. (Continuing the example, conduct the quarterly self-evaluation for Oct-Dec.)
4. **Compare** the quarterly self-evaluation results with the estimated self-evaluation results from the previously completed self-evaluation (Continuing the example, compare the self-evaluation results for Oct-Dec with the estimated Oct-Dec self-evaluation results that were entered during the Jul-Sep self-evaluation.)
5. **Enter** the self-evaluation results. (Continuing the example, enter the self-evaluation results for Oct-Dec.)
6. **Estimate** the self-evaluation results the Board can achieve during the next quarter. (Continuing the example, estimate the self-evaluation results for Jan-Mar.)
7. **Enter** the estimated self-evaluation results for the next quarter. (Continuing the example, enter the estimated self-evaluation results for Jan-Mar.)
8. **Update** the Board Continuous Improvement Evaluation to ensure meaningful progress toward focusing on improving student outcomes.

BOARD MONTHLY TIME USE EVALUATION				
Framework	Activity	Mins Used	% of Total Mins Used	Description
Vision & Goals	Goal Setting			Reviewing, discussing, and/or selecting goals
	Goal Monitoring			Reviewing, discussing, and/or approving/not approving goal monitoring reports in accordance with the monitoring calendar
Values & Guardrails	Guardrail Setting			Reviewing, discussing, and/or selecting guardrails
	Guardrail Monitoring			Reviewing, discussing, and/or approving/not approving guardrail monitoring reports in accordance with the monitoring calendar
Monitoring & Accountability	Superintendent Evaluation			Annual evaluation of Superintendent/school system performance
	Voting			The Board debating and/or voting on any item (voting on goal/guardrail adoption and/or scheduled monitoring reports & evals are counted elsewhere, not here; all other incidents of debating/voting are never a form of goals/guardrails "monitoring")
Communication & Collaboration	Community Engagement			Two-way communication opportunity where Board Members listen for and discuss the vision/values of their staff and community members
	Student / Family Engagement			Two-way communication opportunity where Board Members listen for and discuss the vision/values of their students and family members 37
Continuous Improvement	Board Self Evaluation			Quarterly and/or annual Board self-evaluation using the Student Outcomes Focused Governance instrument
	Board Time Use Evaluation			Meeting evaluation using this time use instrument
	Board Training			Training for the Board on Student Outcomes Focused Governance and related topics
	Board-led Community Training			Board-hosted and Board Member-led or co-led training on Student Outcomes Focused Governance and related topics
Other	Closed Session		NA	Time spent in non-public meetings, consistent with open meetings laws; this time is not calculated
	Other			Any time spent on an activity that is not one of the above
Total Student Outcomes-focused Mins				Goal Setting & Goal Monitoring combined
Total Public Meeting Minutes				All minutes in Board-authorized public meetings combined

BOARD CONTINUOUS IMPROVEMENT EVALUATION

Quarter 0

The first time a Board uses the Board Quarterly Self-Evaluation; the Board's 'starting point' for their two year continuous improvement process.

Last Quarter Total	Current Quarter Total	Growth From Last to Current Quarter

Quarter 1 Board's 2nd Quarterly Self-Evaluation			Quarter 2 Board's 3rd Quarterly Self-Evaluation			Quarter 3 Board's 4th Quarterly Self-Evaluation			Quarter 4 Board's 5th Quarterly Self-Evaluation		
Last Quarter Total	Current Quarter Total	Growth From Last to Current Quarter	Last Quarter Total	Current Quarter Total	Growth From Last to Current Quarter	Last Quarter Total	Current Quarter Total	Growth From Last to Current Quarter	Last Quarter Total	Current Quarter Total	Growth From Last to Current Quarter
	Total at least 30?	Growth at least 25?		Total at least 45?	Growth at least 15?		Total at least 60?	Growth at least 15?		Total at least 70?	Growth at least 15? ³⁸
If either question is 'yes', the Board met its quarterly continuous improvement goal		Did Not Met Meet <input type="checkbox"/> <input type="checkbox"/>	If either question is 'yes', the Board met its quarterly continuous improvement goal		Did Not Met Meet <input type="checkbox"/> <input type="checkbox"/>	If either question is 'yes', the Board met its quarterly continuous improvement goal		Did Not Met Meet <input type="checkbox"/> <input type="checkbox"/>	If either question is 'yes', the Board met its quarterly continuous improvement goal		Did Not Met Meet <input type="checkbox"/> <input type="checkbox"/>

Quarter 5 Board's 6th Quarterly Self-Evaluation			Quarter 6 Board's 7th Quarterly Self-Evaluation			Quarter 7 Board's 8th Quarterly Self-Evaluation			Quarter 8 Board's 9th Quarterly Self-Evaluation		
Last Quarter Total	Current Quarter Total	Growth From Last to Current Quarter	Last Quarter Total	Current Quarter Total	Growth From Last to Current Quarter	Last Quarter Total	Current Quarter Total	Growth From Last to Current Quarter	Last Quarter Total	Current Quarter Total	Growth From Last to Current Quarter
	Total at least 75?	Growth at least 5?		Total at least 80?	Growth at least 5?		Total at least 85?	Growth at least 5?		Total at least 90?	Growth at least 5?
If either question is 'yes', the Board met its quarterly continuous improvement goal		Did Not Met Meet <input type="checkbox"/> <input type="checkbox"/>	If either question is 'yes', the Board met its quarterly continuous improvement goal		Did Not Met Meet <input type="checkbox"/> <input type="checkbox"/>	If either question is 'yes', the Board met its quarterly continuous improvement goal		Did Not Met Meet <input type="checkbox"/> <input type="checkbox"/>	If either question is 'yes', the Board met its quarterly continuous improvement goal		Did Not Met Meet <input type="checkbox"/> <input type="checkbox"/>

SUPERINTENDENT ANNUAL EVALUATION

A Goal or Guardrail's performance is **Met Standard** if:

- The Actual Ending Point \geq Desired Ending Point
OR
- At least two thirds of the Interim Goals'/Guardrails' Actual Ending Points \geq their respective Desired Ending Points

Otherwise the Board must consider growth and performance and vote to determine whether or not a Goal or Guardrail's performance **Met Standard** or **Did Not Meet Standard**.

Overall School System/Superintendent performance is **Met Standard** if:

- At least two thirds of the Goals are **Met Standard**

AND
- At least half of the Guardrails are **Met Standard**

Otherwise the Board must consider growth and performance, and vote to determine whether or not overall school system/Superintendent performance **Met Standard** or **Did Not Meet Standard**.

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Goal 1: Percentage of students meeting passing standard on the state assessment in reading will increase from 60% in July 2017 to 68% by July 2022

Baseline Ending Point:		Desired SY17/18 Ending Point:		Actual SY17/18 Ending Point:	
Interim Goal 1.1:				Management Comments	
Baseline Ending Point:	Desired SY17/18 Ending Point:	Actual SY17/18 Ending Point:			
Interim Goal 1.2:					
Baseline Ending Point:	Desired SY17/18 Ending Point:	Actual SY17/18 Ending Point:			
Interim Goal 1.3:					
Baseline Ending Point:	Desired SY17/18 Ending Point:	Actual SY17/18 Ending Point:			
SY17/18 Evaluation					

Met Standard: Did Not Meet Standard: **Goal 2: Percentage of schools meeting passing standard on the state assessment in math will increase from 60% in July 2017 to 68% by July 2022**

Baseline Ending Point:		Desired SY17/18 Ending Point:		Actual SY17/18 Ending Point:	
Interim Goal 2.1:				Management Comments	
Baseline Ending Point:	Desired SY17/18 Ending Point:	Actual SY17/18 Ending Point:			
Interim Goal 2.2:					
Baseline Ending Point:	Desired SY17/18 Ending Point:	Actual SY17/18 Ending Point:			
Interim Goal 2.3:					
Baseline Ending Point:	Desired SY17/18 Ending Point:	Actual SY17/18 Ending Point:			
SY17/18 Evaluation					
Met Standard: <input type="checkbox"/>				Did Not Meet Standard: <input type="checkbox"/>	
					40

Goal 3: Percentage of students who are more than a grade level behind and who show at least 1.5yrs academic growth during a single school year in reading will increase from 60% in July 2017 to 68% by July 2022

Baseline Ending Point:		Desired SY17/18 Ending Point:		Actual SY17/18 Ending Point:	
Interim Goal 3.1:				Management Comments	
Baseline Ending Point:	Desired SY17/18 Ending Point:	Actual SY17/18 Ending Point:			
Interim Goal 3.2:					
Baseline Ending Point:	Desired SY17/18 Ending Point:	Actual SY17/18 Ending Point:			
Interim Goal 3.3:					
Baseline Ending Point:	Desired SY17/18 Ending Point:	Actual SY17/18 Ending Point:			
SY17/18 Evaluation					
Met Standard: <input type="checkbox"/>				Did Not Meet Standard: <input type="checkbox"/>	

SY17/18 Evaluation	
Met Standard: <input type="checkbox"/>	Did Not Meet Standard: <input type="checkbox"/>

Guardrail 1: Superintendent will not allow the most underperforming campuses to have principals or teachers who rank in the bottom two quartiles of principal or teacher school system-wide performance			
Interim Guardrail 1.1:			Management Comments
Baseline Ending Point:	Desired SY17/18 Ending Point:	Actual SY17/18 Ending Point:	
Interim Guardrail 1.2:			
Baseline Ending Point:	Desired SY17/18 Ending Point:	Actual SY17/18 Ending Point:	
Interim Guardrail 1.3:			
Baseline Ending Point:	Desired SY17/18 Ending Point:	Actual SY17/18 Ending Point:	
SY17/18 Evaluation			
Met Standard: <input type="checkbox"/>		Did Not Meet Standard: <input type="checkbox"/>	

Guardrail 2: Superintendent will not operate schools without a system that uses student growth to identify, retain, and inspire placement of highly effective educators			
Interim Guardrail 2.1:			Management Comments
Baseline Ending Point:	Desired SY17/18 Ending Point:	Actual SY17/18 Ending Point:	
Interim Guardrail 2.2:			
Baseline Ending Point:	Desired SY17/18 Ending Point:	Actual SY17/18 Ending Point:	
Interim Guardrail 2.3:			
Baseline Ending Point:	Desired SY17/18 Ending Point:	Actual SY17/18 Ending Point:	
Baseline Ending Point:	Desired SY17/18 Ending Point:	Actual SY17/18 Ending Point:	

SY17/18 Evaluation	
Met Standard: <input type="checkbox"/>	Did Not Meet Standard: <input type="checkbox"/>

Guardrail 3: Superintendent will not propose major decisions without engaging impacted stakeholders			
Interim Guardrail 3.1:			Management Comments
Baseline Ending Point:	Desired SY17/18 Ending Point:	Actual SY17/18 Ending Point:	42
Interim Guardrail 3.2:			
Baseline Ending Point:	Desired SY17/18 Ending Point:	Actual SY17/18 Ending Point:	
Interim Guardrail 3.3:			
Baseline Ending Point:	Desired SY17/18 Ending Point:	Actual SY17/18 Ending Point:	
SY17/18 Evaluation			
Met Standard: <input type="checkbox"/>		Did Not Meet Standard: <input type="checkbox"/>	

To: Board of Directors

From: Dr. Christopher Ortiz, Deputy Superintendent

Prepared by: April Albers, Director of Multilingual Education

Subject: Oregon English Language Learner (EL) Report from the Oregon Department of Education (ODE)

Policy: [Graduation Requirements – IKF](#)

Date: August 24, 2022

Action	<input type="checkbox"/>
Report	<input checked="" type="checkbox"/>

Connection to School Board Core Beliefs and Commitments

Safety Equity Instructional Practice Organizational Culture

Strategic Plan Goal Topic 1: Marginalized Students

In order to give voice to our marginalized populations, we will remove barriers, hold high academic expectations, and elicit and honor all voices.

Summary:

Per ORS 327.016, the Oregon Department of Education prepares an annual report that identifies the total number of students in each school district who are eligible for and enrolled in an English Language Learner (EL) program. The report must be provided to the school board as well as posted on the district website. Printed copies must be available at the school district main office.

Previous Board Action:

Not Applicable

Background:

The Oregon EL Report places Reynolds School District as one of five school districts in Oregon with the highest percentage of students identified as English Learners (EL). None of the ELs in Reynolds School District received a Seal of Biliteracy, and Reynolds was not among the districts statewide that had 50 or more students graduating with a Seal of Biliteracy.

Financial Implications:

Not Applicable

Alternatives:

Not Applicable

Staff Recommendation:

Staff recommends that the Board review the Oregon English Language Learner State Report.

Motion:

Not Applicable

English Learners in Oregon

Annual Report 2020-21

June 2022



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 Former English learners graduated at rates similar to or better than never English learners; however, substantially fewer current English learners graduated in four years..... 26

 Oregon State Seal of Biliteracy 27

 The majority of students who earned the Seal of Biliteracy in 2020-21 were ever English learners and never English learners who are native speakers of languages in addition to English. 27

 Students earned the Seal of Biliteracy for their knowledge of 20 different partner languages; however, Spanish was the most common partner language. 28

 Nine districts had 50 or more students earning the Seal of Biliteracy. 28

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 Never English learners were more likely to enroll in post-secondary education institutions than current English learners; however, former English learners had comparable post-secondary enrollment rates as never English learners..... 29

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Acknowledgements

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Executive Summary

ORS 327.016 directs the Oregon Department of Education (ODE) to prepare an annual report on English learner program funding and student outcomes. The report's intention is to describe the population of English Learners in Oregon and provide a summary of district and state progress towards meeting their needs and objectives. This report is also available on the [ODE website](#). Any member of the public can contact the Government Relations and External Affairs Director to request a copy of this report.

Definitions

ORS 327.016 describes students who receive English language instruction, supports, and services as part of an English language development (ELD) program as English learners. While these students are learning English in an ELD program, the English learner label only focuses on a singular dimension (i.e., learning English) and does not reflect the linguistic and cultural assets of the students (García, 2009). Thus, although this report will use the English Learner label in order to comply with ORS 327.016, we recognize these students are multilingual and value their linguistic and cultural assets.

The ODE annually reports four groups of English learners: current, former, ever, and never English learners. Current English learners are multilingual students who were learning English in an ELD program during the 2020-21 school year¹. Former English learners are multilingual students who demonstrated English proficiency and exited an ELD program prior to the 2020-21 school year. Ever English learners are the combination of both current and former English learners. Finally, never English learners are monolingual English or multilingual students who were not eligible to receive English language instruction, supports, and services in an ELD program before or during the 2020-21 school year.

English Learners in Oregon's K-12 schools

As of May 1, 2021, 557,723 students enrolled in Oregon public schools and districts. Among those students, 9.6 percent were current English learners (53,677 students), 8.7 percent were former English learners (48,663 students), and 81.7 percent were never English learners (455,383 students). Both current and former English learners (i.e., ever English learners and 18.3 percent of students) were an incredibly diverse student population in 2020-21. These students brought rich linguistic and cultural heritages to their classrooms, schools, and communities.

The distribution of current English learners varied across grade levels and districts in Oregon during the 2020-21 school year. The district with the highest percentage of current English learners was Woodburn School District, with 36.2 percent of its student population learning English in an ELD program as of May 1, 2021. On the other hand, 49 percent of Oregon districts either had no current English learners or very few (i.e., less than 5 percent of all students).

Other key features of the English learner student population in the 2020-21 school year include the following:

¹ Note that current English learners also include students who are eligible to receive English language instruction, supports, and services in an ELD program but do not participate because their parents or guardians waive English language instruction, supports, and services.

English Learners in Oregon

- The majority of current English learners were in elementary grades (62.7 percent), while the majority of former English learners were in high school grades.
- The number of recently arrived current English learners (i.e., new immigrant students) declined from 4,925 in 2019-20 to 4,373 students in 2020-21.
- Spanish was the predominant home language of current English learners (76.3 percent), but overall there were 181 unique home languages spoken by current English learners. Other prevalent languages include Russian, Vietnamese, Chinese, Arabic, Chuukese, and Somali.
- Approximately 76.6 percent of current English learners were Latino/a/x, and 29.8 percent of Latino/a/x students were current English learners. Nearly the same percentage of Native Hawaiian/Pacific Islander students (28.5 percent) were current English learners.

Participation in targeted programs

The report also examines the involvement of English learners in targeted federal and state programs: free or reduced price meals, special education, migrant education, and the talented and gifted (TAG) program.

Key findings include the following:

- A higher percentage of both current and former English learners were eligible for free or reduced price meals as compared to students who were never English Learners (86.3 and 79.2 percent vs. 58.8 percent).
- A higher percentage of current English learners received special education services and supports as compared to never English learners (21.1 vs. 15.2 percent); however, ever English learners and never English learners had similar percentages of students receiving special education services and supports (14.6 vs. 15.2 percent).
- Almost 11.0 percent of current English learners received services in migrant education programs (i.e., 5,930 students).
- While across Oregon 7.2 percent of never English learners participated in TAG programs, this figure was 5.6 percent for former English learners and just 0.3 percent for current English learners.

Progress towards English Language Proficiency

Oregon monitors whether or not current English learners are on-track to attain English language proficiency within seven years. A little more than half of current English learners (55 percent) in elementary school grades were on track. In contrast, current English learners in middle or high school grades as well as current English learners with disabilities were much less likely to be on track.

Student Academic Outcomes in English Language Arts and Mathematics

Data pertaining to English language arts and mathematics achievement for current, former, and never English learners are unavailable due to low and uneven assessment participation in 2020-21.

Attendance

Former and never English learners have the highest levels of regular attendance in elementary school grades. Current English learners have rates of regular attendance substantially lower in elementary, middle, and high school grades. Regular attendance rates decline considerably for current, former, and never English learners in middle and high school grades.

Graduation

Former English learners graduated at rates similar to or better than never English learners (84.2 vs. 81.1 percent); however, substantially fewer current English learners graduated in four years (64.4 percent).

Post-secondary enrollment

Post-secondary enrollment rates for former English learners were very similar to those of never English learners; in both cases, about 62.0 percent of high school graduates enroll in college within 16 months of graduation. On the other hand, current English learners were less likely to enroll in post-secondary education institutions. About 42.0 percent of current English learners went on to college within 16 months of high school graduation.

District revenues and expenditures

As in reports from previous years, this report summarizes the ratio of expenditures to revenues. In 2020-21, that ratio was 0.95, slightly less than it was in 2019-20.

Introduction

In 2020-21, students who received English language instruction, supports, and services in an English language development (ELD) program as well as students who exited the ELD program prior to the 2020-21 school year made up 18.0 percent of all students in Oregon public schools and districts (as of the first school day in May 2021). They form a vital part of our student communities and bring a variety of cultural and linguistic assets that enrich our schools and districts. This report describes this diverse population of students, examines their academic progress and achievement, and summarizes information about key aspects of the education they receive in our state.

Why this report?

ORS 327.016 directs the Oregon Department of Education (ODE) to prepare an annual report on English learner program funding and student outcomes. The report's intention is to describe the population of English Learners in Oregon and provide a summary of district and state progress towards meeting their needs and objectives in ELD programs. ORS 327.016 requires ODE to include the following information in the annual report:

- English learner student demographics.
- Length of participation in ELD programs.
- Participation in special education and related services.
- Other information identified by the ODE.

In addition, the annual report must include the following financial information:

- Allocations to each school district from the State School Fund for students enrolled in ELD programs.
- The extent to which districts expend these allocations for students enrolled in ELD programs.
- The categories of expenditures for ELD program funding.

Each annual report looks back at the prior school year, which for this year is the 2020-21 school year. This report will be available on the ODE website, submitted to House and Senate Education Committees, and provided to district school boards. State law requires the report to be available to the public at the district's main office and on the district's website.

Definitions

ORS 327.016 describes students who receive English language instruction, supports, and services as part of an ELD program as English learners. While these students are learning English in an ELD program, the English learner label only focuses on a singular dimension (i.e., learning English) and does not reflect the linguistic and cultural assets of the students (García, 2009). Thus, although this report will use the English Learner label in order to comply with ORS 327.016, we recognize these students are multilingual and value their linguistic and cultural assets.

The ODE annually reports four groups of English learners: current, former, ever, and never English learners. Current English learners are multilingual students who were learning English in an ELD program during the

2020-21 school year². Former English learners are multilingual students who demonstrated English proficiency and exited an ELD program prior to the 2020-21 school year. Ever English learners are the combination of both current and former English learners. Finally, never English learners are monolingual or multilingual students who were not eligible to receive English language instruction, supports, and services in an ELD program before or during the 2020-21 school year.

Structure of this report

This report consists of five sections:

Section 1: Demographics of English Learners

Section 2: Participation in Targeted Programs

Section 3: Language Development and Academic Achievement

Section 4: Attendance, Progress toward Graduation, Graduation, and Beyond

Section 5: State Revenues and Expenditures for English Learners

Several aspects of this year's report differ from the reports the ODE issued in previous years. For example, where appropriate, this report provides comparisons to never English learners (i.e., students not eligible to receive services from an ELD program). Furthermore, in addition to describing statewide patterns, in some cases the report indicates which districts serve high percentages of certain types of students (e.g., students participating in migrant education programs).

² Note that current English learners also include students who are eligible to receive English language instruction, supports, and services in an ELD program but do not participate because their parents or guardians waive English language instruction, supports, and services.

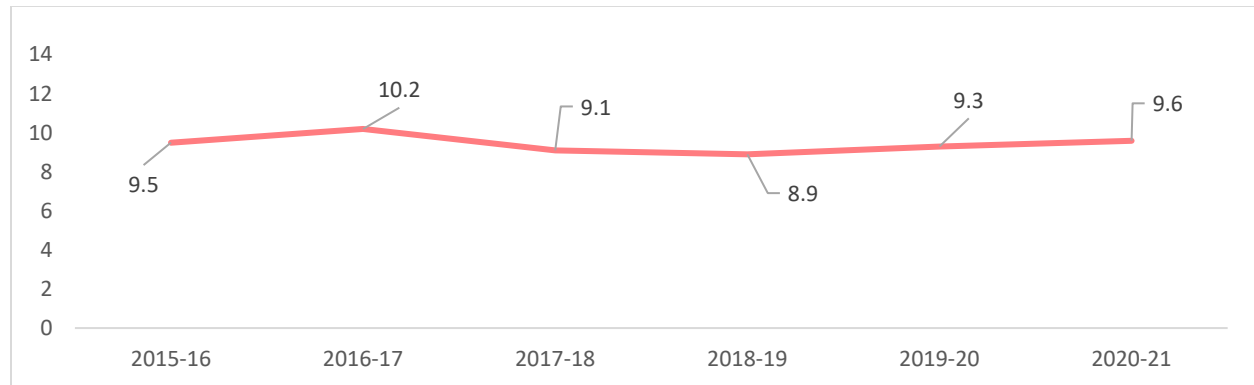
Section 1: Demographics of English Learners in Oregon in 2020-21

As of the first school day in May 2021, 557,723 students enrolled in Oregon public schools and districts. Among those students, 9.6 percent were current English learners (53,677 students), 8.7 percent were former English learners (48,663 students), and 81.7 percent were never English learners (455,383 students). Both current and former English learners were an incredibly diverse student population in 2020-21 (representing 18.3 percent of all students). These students brought a rich linguistic and cultural heritage to their classrooms, schools, and communities. This section summarizes the demographics of Oregon’s English learner population, considering grade levels, interruptions in formal education among newcomer immigrant students, and racial, ethnic, and linguistic diversity.

Current and Former English Learners

Current English Learners are multilingual students who are learning English in an ELD program during the school year³. They receive English language instruction, supports, and services because they are not proficient in English. The reason for the lack of English proficiency is because English is not their native language or they come from an environment where a language other than English has had a significant impact on their English proficiency. In 2020-21, 53,677 of Oregon’s 557,723 K-12 students, or 9.6 percent, were current English learners⁴ (see figure 1).

Figure 1. Percentage of all Oregon students who were current English Learners (2015-16 to 2020-21).



A similar number of students in 2020-21 (48,663 or 8.7 percent) were former English learners. Former English learners are multilingual students who demonstrated English proficiency and exited an ELD program prior to the 2020-21 school year. Research does suggest, however, that former English learners may still need support to develop high levels of proficiency in academic English (i.e., the language students need in order to be successful in school; see de Jong 2004; Flores, Batalova & Fix, 2012).

Comparisons between current, former, ever, and never English learners are useful to understand the experiences and outcomes of current English learners. Note that ever English learners are the combination of

³ Note that current English learners also include students who are eligible to receive English language instruction, supports, and services in an ELD program but do not participate because their parents or guardians waive English language instruction, supports, and services.

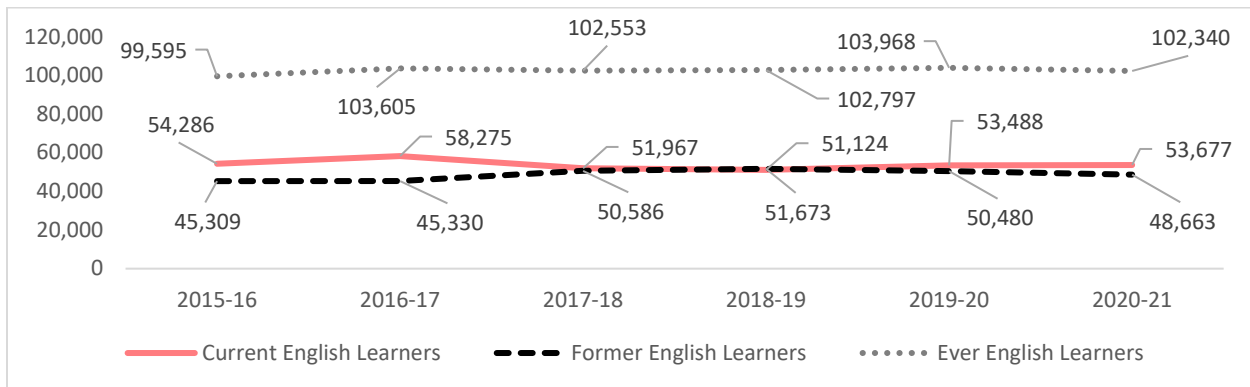
⁴ The data for this portion of the report relies on student enrollments as of the first school day in May 2021.

English Learners in Oregon

current and former English learners, and never English learners are monolingual English or multilingual students who are not eligible to receive English language instruction, supports, and services in an ELD program before or during the school year. Without these comparisons, it can be easy to underestimate the achievement of current English Learners, who tend to perform at lower levels while still developing English. However, once current English learners attain English language proficiency, they often perform academically at significantly higher levels (Thompson, Umansky, & Rew, 2022; Hopkins, Thompson, Linqianti, Hakuta, & August, 2013).

Figure 2 shows the change in the count of current, former, and ever English learners in Oregon over the last six school years. In general, it displays a slightly fluctuating population of ever English learners in Oregon, starting at 99,595 in 2015-16 and, after increasing and declining for a couple years, reaching 102,340 students in 2020-21.

Figure 2. Number of current, former, and ever English Learners in Oregon (2015-16 to 2020-21).

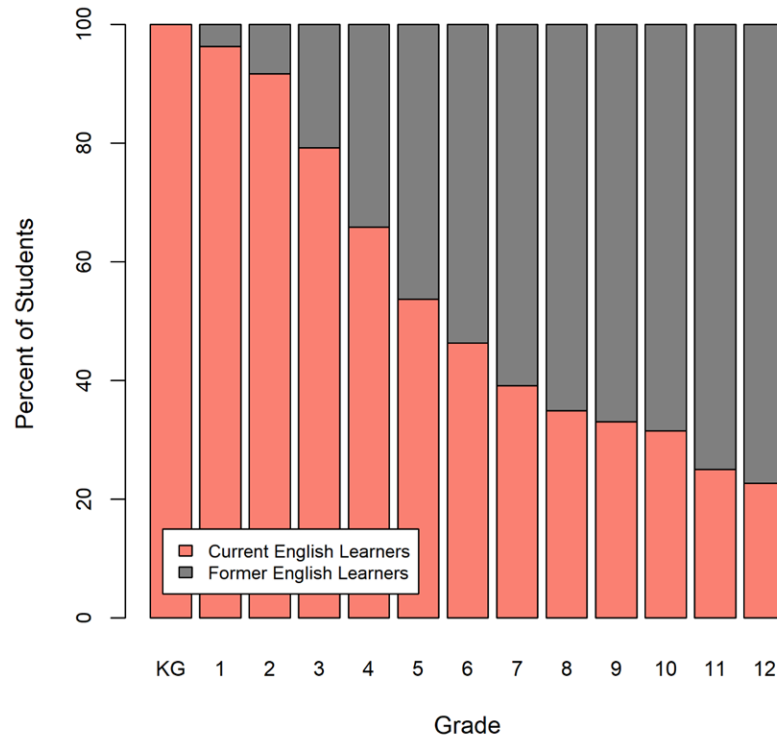


Characteristics of current English Learners in Oregon

The majority of current English Learners were in the elementary grades.

Although there were current English learners at every grade level, approximately two-thirds (62.7 percent) were in kindergarten through fifth grade. Far fewer current English learners were in middle school (grades 6-8; 19.2 percent) or in high school (grades 9-12; 18.1 percent). Figure 3 shows the percent of current and former English learners by grade in 2020-21. As the grade level increases from kindergarten to twelfth grade, the percent of current English learners decreases as they attain English proficiency and exit their ELD programs (subsequently, this results in an increase of former English learners).

Figure 3. Comparison of the percentage of current and former English learners by grade in 2020-21.

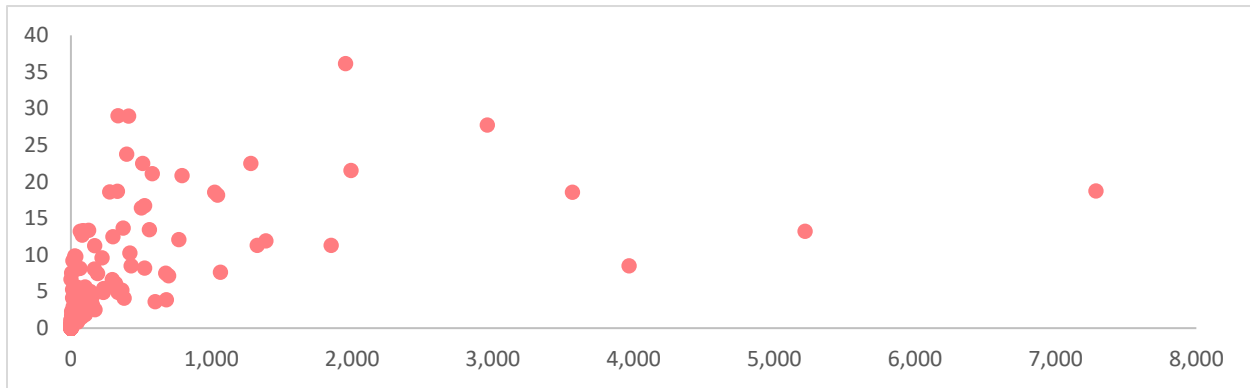


English Learner enrollment was not uniform across Oregon districts.

Oregon has 196 school districts. In 2020-21, 146 districts provided English language instruction, supports, and services to current English learners; however, 50 districts did not have any current English learner enrollments. An additional 47 districts provided English language instruction, supports, and services to between 1 and 19 current English learners. This suggests these districts have too few current English learners to be eligible for specific improvement efforts under state and federal accountability initiatives.

Figure 4 shows the distribution of current English learners across Oregon districts. The total number of current English learners in 2020-21 is on the x-axis. While most districts are at the left hand corner, with zero or few current English learners, there were five districts with more than 2,000 current English learners. As some of those districts were larger, however, even large populations of current English learners might make up fewer than 8 percent of the student population (see the y-axis). Thus, in 2020-21, districts experienced very different situations in terms of both the number of current English learners and/or the percentage of their student population who received English language instruction, supports, and services.

Figure 4. Comparison of the number and percentage of current English learners by district in 2020-21.



This variation across districts is also evident in table 1, which shows the five districts with the highest numbers of current English learners (i.e., Salem-Keizer, Beaverton, Portland, Hillsboro, and Reynolds), as well as the five districts with the highest percentage of current English learners (i.e., Woodburn, Nyssa, Umatilla, Reynolds, and Milton-Freewater). Note that only Reynolds appears in both lists. Moreover, many of those districts with the highest percentage of current English learners have comparatively small numbers of students.

Table 1. Districts with the highest number and percentage of current English learners in 2020-21.

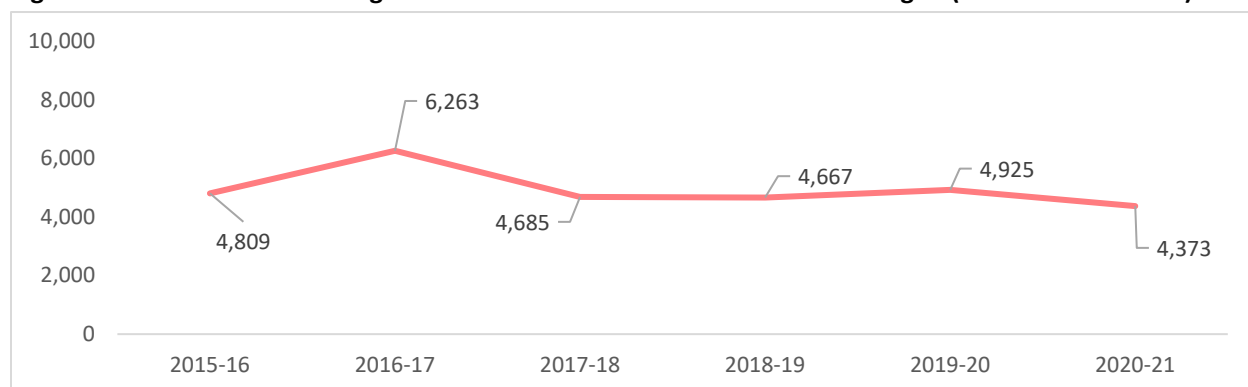
District Name	Number of Current English Learners	Percentage of Current English Learners
Salem-Keizer	7,286	18.8%
Beaverton	5,219	13.2%
Portland	3,968	8.5%
Hillsboro	3,565	18.6%
Reynolds	2,961	27.8%
David Douglas	1,991	21.6%
Woodburn	1,953	36.2%
Nyssa	336	29.0%
Umatilla	411	29.0%
Milton-Freewater	396	23.8%

The number of recent arrivers declined in 2020-21.

The term recent arrivers refers to students who were born outside of the U.S. and Puerto Rico, and who have been educated in the U.S. for fewer than three cumulative years (i.e., these students are recent immigrants). They can be current, former, or never English learners; however, the majority are current English learners.

In 2020-21, 4,373 current English learners were recent arrivers. This number represents the smallest count of recent arrivers over the last six years and continues the reduction from 2016-17 (6,263; see figure 5).

Figure 5. Number of current English learners who were recent arrivers in Oregon (2015-16 to 2020-21).



Most recent arrivers (60.6 percent) were in the elementary grades, while 16.3 percent were in grades 6-8 and 23.1 percent were in high school. Current English learners who are recent arrivers in middle and high school generally face particularly big challenges, since they have to learn the language while also using English-language textbooks and lectures to learn the content of their courses in a variety of subject areas (Short & Fitzsimmons, 2007). Recent arrivers in the secondary grades are known as adolescent newcomers, and districts sometimes design specialized programs to serve their unique language and cultural needs.

Statewide, the total number of current English learners who were adolescent newcomers in 2020-21 was 1,723. Not all districts provided English language instruction, support, and services to adolescent newcomers; however, five Oregon districts had at least 100 such students in 2020-21 (see table 2).

Table 2. Districts providing English language instruction, support, and services to at least 100 adolescent newcomers in 2020-21.

District	Number of Adolescent Newcomers (Recently Arrived Current English Learners in Middle or High School)
Beaverton	226
Salem-Keizer	199
Portland	183
Reynolds	148
David Douglas	100

In 2020-21, 690 current English learners had experienced interruptions in their education.

Some current and former English learners had their education interrupted or received limited formal education before arriving in the U.S. school system. Often, these were immigrant or refugee students who had spent time in refugee camps or whose process of immigration to the U.S. prevented them from attending school for a time. These students are known as students with limited or interrupted formal education (often abbreviated as SIFE or SLIFE). Students are SLIFE if they are immigrant students or English learners who enter school in the U.S. after grade two and experience all of the following:

- a. have at least two fewer years of schooling than their peers of the same age,

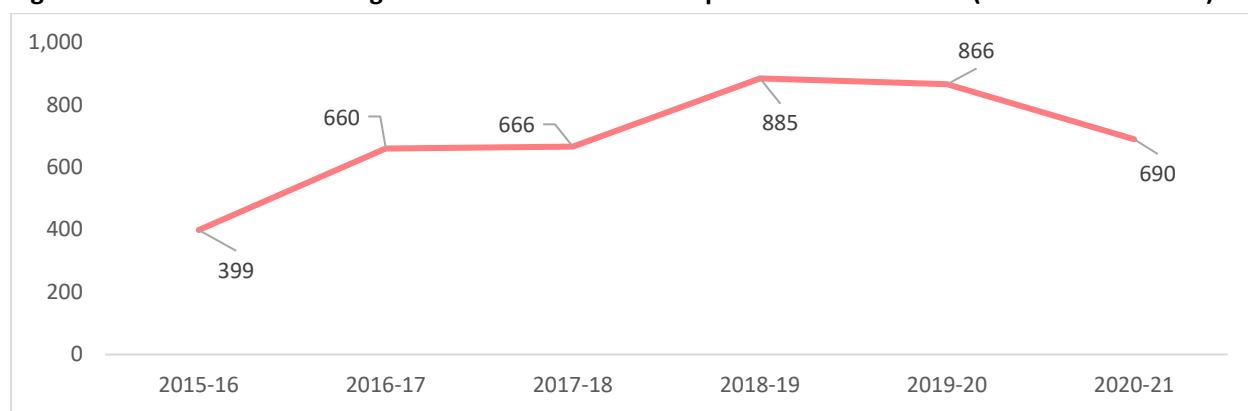
English Learners in Oregon

- b. function at least two years below grade level expectations in reading and mathematics, and
- c. be preliterate in their native language.⁵

SLIFE students face unique circumstances. In addition to having missed at least two years of schooling, some arrive having experienced significant trauma. Schools need to find ways to serve SLIFE students without placing them in classes with younger students, since forming relationships with peers, including never English learner peers, is a factor that appears to improve academic outcomes (Browder 2014).

The ODE began collecting data on the number of students with limited or interrupted formal education in 2015-16. For the 2020-21 school year, districts reported 866 current English learners with limited or interrupted formal education (about 1.6 percent of all current English learners). As figure 6 illustrates, the number of students with limited or interrupted formal education increased from 2015-16 to 2018-19 but decreased in 2020-21.

Figure 6. Number of current English learners with an interrupted formal education (2015-16 to 2020-21).



Most students with limited or interrupted formal education were in high school (62.2 percent). Another 25.1 percent were in the middle school grades (grades 6-8), and only 12.8 percent were in the elementary grades.

In 2020-21, the distribution of current English learners with limited or interrupted formal education was not uniform across Oregon districts. Instead, current English learners with limited or interrupted formal education were, for the most part, concentrated in a few districts. Six districts in Oregon, identified in table 3, provided English language instruction, supports, and services to at least 20 current English learners with limited or interrupted formal education in 2020-21. These six districts alone enrolled 75.5 percent of all SLIFE students in Oregon. Note that three of the five districts serving many adolescent newcomers (see table 2) also enroll a significant numbers of current English learners with interrupted formal education (i.e., Portland, Beaverton, Reynolds, and Hillsboro).

⁵ See [ESEA Title III English Learner Definitions](#) for more details.

Table 3. Districts serving at least 20 current English learners with interrupted formal education in 2020-21.

District	Number of Current English Learners with Limited or Interrupted Formal Education
Hillsboro	147
Hermiston	96
Portland	89
Beaverton	81
Reynolds	79
Morrow	29

Current English learners across the state spoke 181 unique home languages.

Statewide, current English learners spoke about 181 different languages at home. By far the most prevalent home language among Oregon current English learners was Spanish, spoken at home by 76.3 percent of all current English learners. The four next most common languages were Russian, Vietnamese, Chinese, and Arabic. Taken together, these top five languages represent 84.7 percent of home languages among current English learners (see table 4). In recent years, the number of current English learners speaking Somali, Mesoamerican languages, and other languages has been increasing. The ODE is updating the way districts report the home languages of current English learners to allow for more accurate reporting in the future.

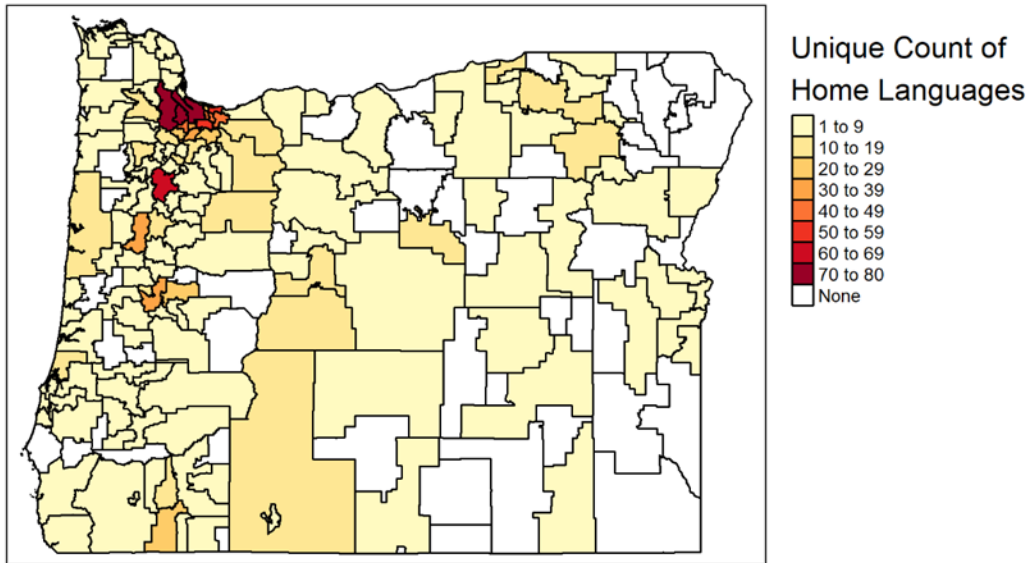
Table 4. Most prevalent home languages among current English learners in 2020-21.

Language	Number of Current English Learners with this Language	Percentage of Current English Learners with this Language
Spanish	40,973	76.3
Russian	1,360	2.5
Vietnamese	1,235	2.3
Chinese	1,082	2.0
Arabic	829	1.5
Chuukese	626	1.2
English ⁶	613	1.1
Somali	580	1.1
Ukrainian	391	0.7
Japanese	342	0.6
Marshallese	342	0.6
Mayan languages	273	0.5

Home languages other than Spanish tend to concentrate in a few districts. Figure 6 provides a map illustrating the number of different home languages in different Oregon districts. A few districts, mostly in the Portland metropolitan area and Salem, provide English language instruction, supports, and services to students with over 60 unique home languages.

⁶ All 613 current English Learners with English as the home language were American Indian/Alaska Native students.

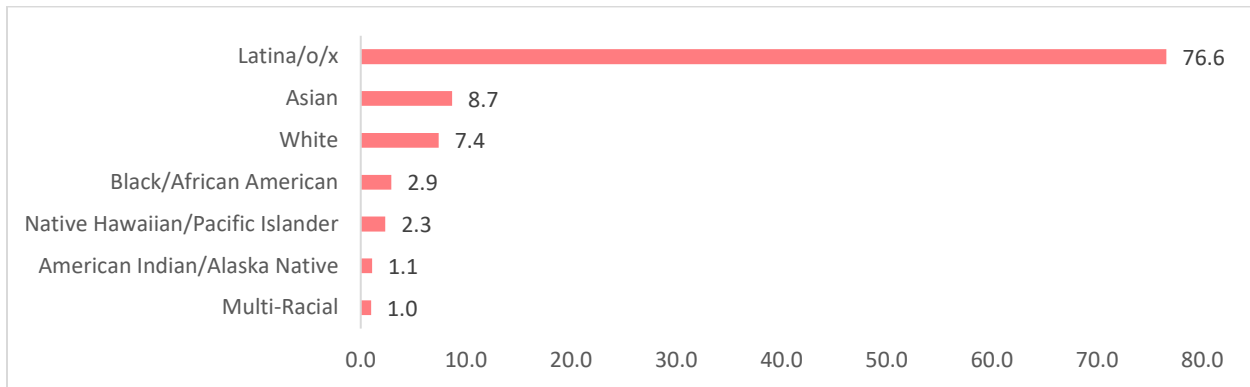
Figure 7. Geographic distribution current English learner home languages across Oregon districts during 2020-21.



The vast majority of current English learners were Latina/o/x.

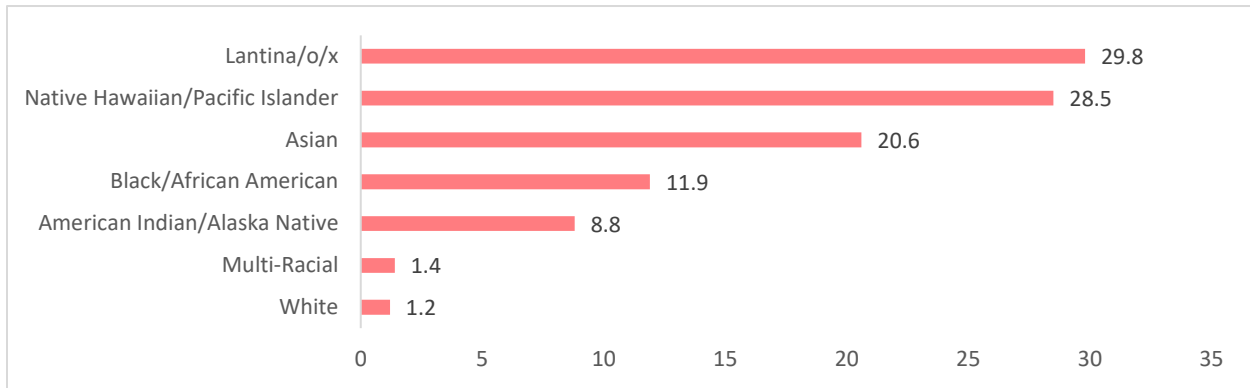
Of the 53,677 current English learners in Oregon during the 2020-21 school year, 41,110 (76.6 percent) were Latina/o/x. Slightly over 16.1 percent were White and Asian, while smaller percentages were Black/African American, Native Hawaiian/Pacific Islander, American Indian/Alaska Native, and Multi-Racial (see figure 8).

Figure 8. Percentage of current English learners by race/ethnicity in 2020-21.



It is important to note that most Latina/o/x students in Oregon were not current English learners. In fact, according to figure 9, only 29.8 percent of Latina/o/x students were current English learners in 2020-21. Moreover, 28.5 percent of Native Hawaiian/Pacific Islander students were current English learners.

Figure 9. Percentage of each racial/ethnic group who were current English learners in 2020-21.



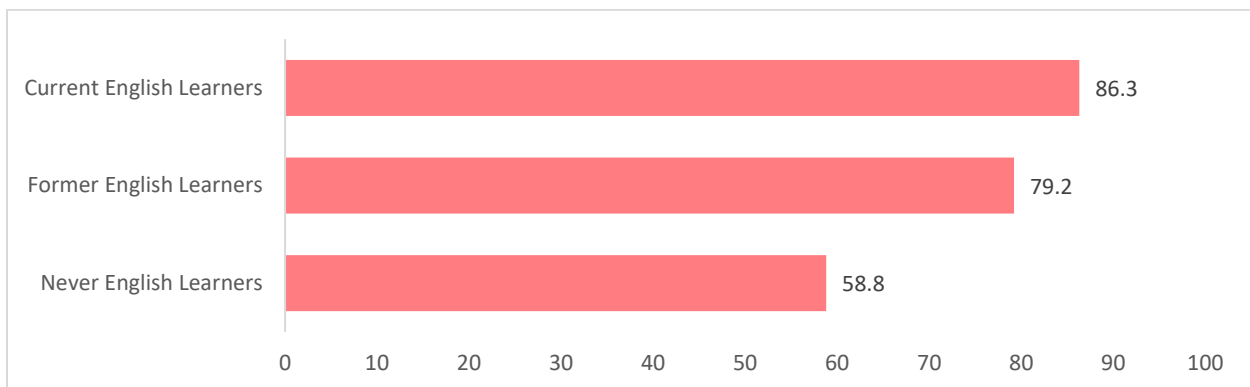
Section 2: Participation in Targeted Programs

Schools and districts deliver a range of programs that aim to address the needs of particular groups of students. These include free or reduced price meals, special education, migrant education, and TAG programs. Most of these programs receive some federal funding; however, TAG programs receive only state funding. This section of the report describes the participation of English learners in each of these programs during the 2020-21 school year.

Free or Reduced Price Meals

Students who come from low-income families (those earning below 185 percent of the federal poverty line) are eligible for free or reduced price meals. The percentage of students receiving free or reduced price meals is an estimate of the level of poverty or economic disadvantage in a school. It is an imprecise measure, since some eligible students and families never apply to the program; however, it provides the best data currently available to compare poverty and economic disadvantage levels across schools and districts. According to figure 10, current and former English learners are much more likely than never English learners to be eligible for free or reduced price meals. This suggests that households for current and former English learners are more likely to experience poverty and economic disadvantage. Overall, 86.3 percent of current English learners come from economically disadvantaged households.

Figure 10. Percentage of current, former, and never English learners receiving free or reduced price meals in 2020-21.



Special Education

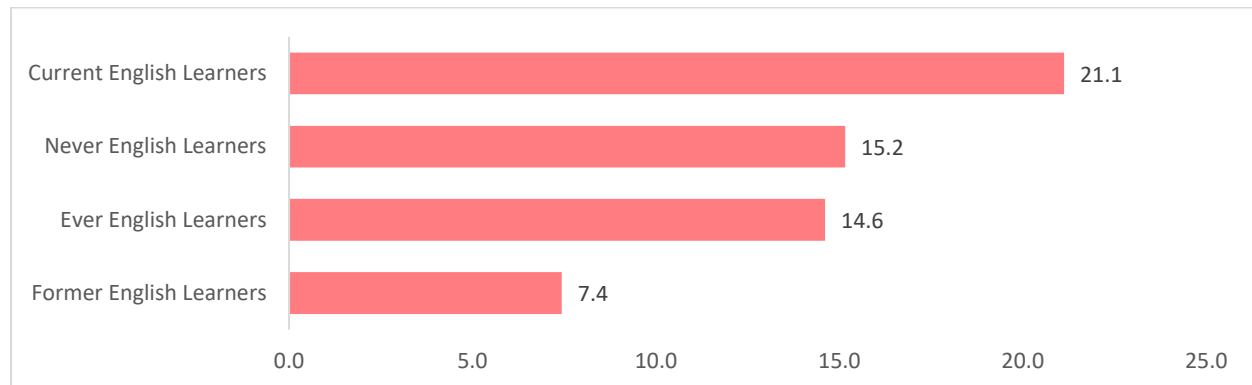
Students who are current English learners and receive special education services and supports are known as dual-identified students, since they receive instruction, supports, and services from two programs (i.e., English language and special education).

There is concern in the field about the difficulty of accurately identifying current English learners who need special education services and supports. Schools may incorrectly identify current English learners as having a learning disability when, in fact, it is their developing English proficiency that adversely influences their educational progress. On the other hand, some schools may overlook genuine disabilities, assuming that current English learners just need more time to learn English. Both identification challenges are prevalent not only in Oregon but across the United States (Artiles & Ortiz, 2002; Hamayan, Marler, Sanchez Lopez & Damico, 2007).

Ever English learners and never English learners received special education services and supports at about the same rate.

As figure 11 illustrates, a far higher rate of current English learners (21.1 percent) received special education services and supports as compared to former (7.4 percent) and never English learners (15.2 percent). However, the percentage of ever English learners (the combination of current and former English learners) receiving services and supports is very similar to that for never English learners.

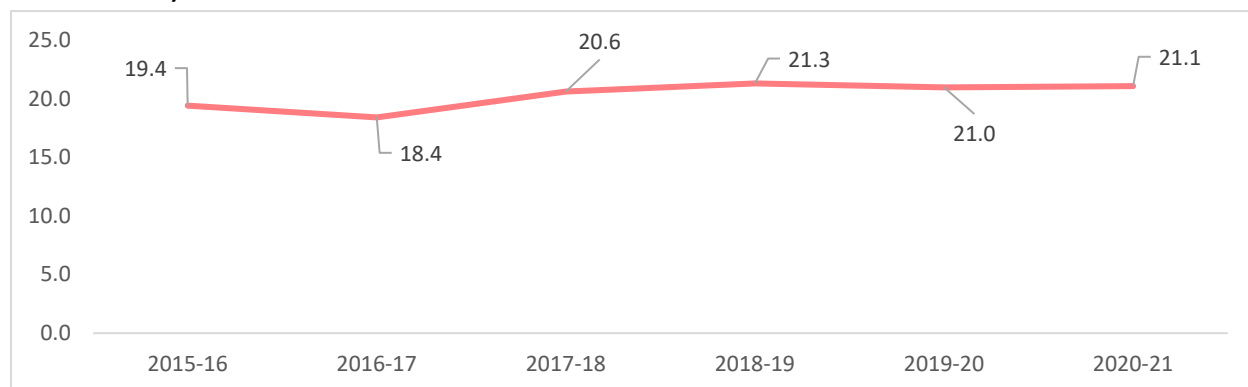
Figure 11. Percentage of current, former, never, and ever English learners receiving special education services and supports in 2020-21.



The percentage of current English learners receiving special education slightly increased in 2020-21.

In 2020-21, 11,337 current English learners (21.1 percent) were receiving special education supports and services. The number of current English learners receiving special education services and supports in 2020-21 represents a very slight increase from the year before, when 21.0 percent of current English learners received special education services and supports (see figure 12).

Figure 12. Percentage of current English learners receiving special education services and supports (2015-16 to 2020-21).



Most dual-identified students in 2020-21 had a specific learning disability (3,665 students) or a speech or language impairment (3,092 students) as their primary disability.⁷ Other primary disabilities, in order of frequency in 2020-21, include other health impairments, autism, intellectual disability, emotional behavior disability, deaf or hard of hearing, orthopedic impairment, visual impairments including blindness, traumatic brain injury, and deaf-blindness.

Migrant Education

Some English learners also participate in migrant education programs. Students are eligible for migrant education programs if their parent or guardian is a migratory worker and they move from one school district to another during the regular school year. Many migrant children live in poverty, and when they move, they confront the challenges of having to adjust to different teachers with different instructional approaches and materials, as well as building new social connections. The intention of migrant education programs is to ensure that migrant children receive the support that addresses their unique situation and are able to receive supports to succeed academically.

11 percent of current English learners received services from Migrant Education Programs in 2020-21.

Across the state in the 2020-21, 5,930 current English learners participated in migrant education programs. That number translates to 11.0 percent of all current English learners. It also means that approximately half (49.7 percent) of the 11,943 students in migrant education programs were current English Learners in 2020-21. Moreover, 39.0 percent of students in migrant education programs in 2020-21 were former English learners. This also implies that 88.7 percent of the 11,943 students who received services from migrant education programs were ever English learners.⁸

⁷ A specific learning disability refers to a disorder in one or more of the basic psychological processes involved in understanding or using language that may manifest itself in difficulties in listening, thinking, speaking, reading, writing, spelling, or doing math calculations. A speech or language impairment refers to a communication disorder such as stuttering, impaired articulation, or a language or voice impairment that adversely affects a students' learning or educational performance.

⁸ The data for this portion of the report relies on student enrollments as of the first school day in May 2021.

Approximately 103 districts received federal funds in the 2020-21 school year to support their migrant education programs. Districts that did not receive federal funding in 2020-21 did not have eligible students enrolled in their schools and programs. Ten districts had more than 150 current English learners participating in their migrant education program in 2020-21 (see table 5).

Table 5. Districts with over 150 current English learners participating in migrant education programs in 2020-21.

District	Number of Current ELs in Migrant Education	District	Number of Current ELs in Migrant Education
Salem-Keizer	616	Nyssa	244
Hillsboro	482	Beaverton	184
Woodburn	447	Hood River County	173
Medford	346	Canby	160
Forest Grove	302	North Wasco County	155

Talented and Gifted

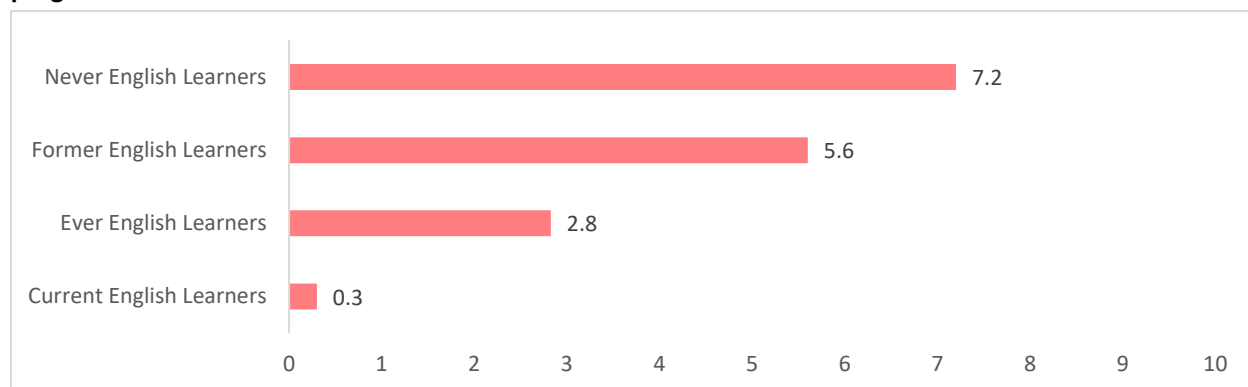
The state requires that all school districts establish policies and procedures to identify students to participate in TAG programs. These students may have high general intelligence and/or demonstrate unusual academic ability in one or more particular areas. State law requires districts to develop a plan to provide programs and services beyond regular school programs in order to ensure that eligible students can develop and realize their potential.

Correctly identifying students for TAG programs and providing specialized services is important because these students may have both unique talents and face unique challenges. For example, some TAG students struggle with perfectionism and the ability to cope with failure. Others engage only selectively at school and have high levels of absenteeism. Recent findings from the ODE suggest that approximately 10 percent of TAG students drop out of high school (Allen, 2016).

Current English Learners were rarely eligible for TAG Programs.

According to figure 13, 7.2 percent of never English learners (32,616 students) were eligible for TAG programs in 2020-21. While 5.6 percent of former English learners were eligible (2,725 students) and 5.9 percent of ever English learners were eligible (2,893 students), less than 1 percent of current English learners were eligible for TAG programs in 2020-21 (168 students). Never English learners were 24 times more likely to be eligible than current English learners in 2020-21 (7.2 percent ÷ 0.3 percent = 24).

Figure 13. Percentage of current, former, ever, and never English learners who participated in a TAG program in 2020-21.



Section 3: Language Development and Academic Outcomes for English Learners

Students who are current English learners have to develop proficiency in English. In addition and at the same time, they must learn all the same academic content as other students in Oregon. This section of the report provides data about English language proficiency and academic outcomes of current English learners (with comparisons to former, ever, and never English learners).

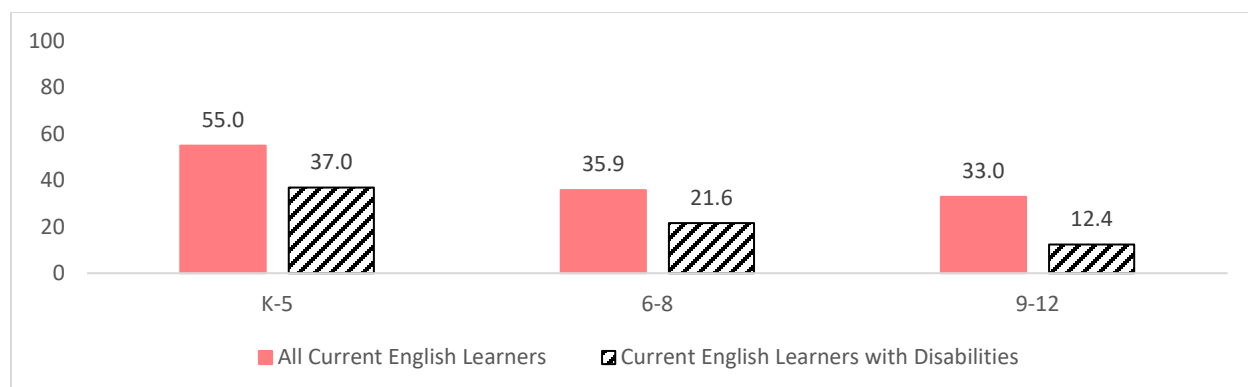
Progress towards English Language Proficiency

Title III of the Every Student Succeeds Act (ESSA) requires current English learners to take an English language proficiency assessment (ELPA) annually. The ELPA measures a student’s proficiency in the domains of listening, reading, speaking, and writing. Students who demonstrate proficiency on all four ELPA domains are ready to exit the ELD program. Since 2016-17, the ODE monitors whether current English learners are on track to attain English language proficiency using a trajectory expectation model. Current English learners are on track if their current ELPA domain performance meets or exceeds trajectory expectations given (1) initial ELPA domain performance, (2) years identified as a current English learner, and (3) disability and/or an interrupted formal education status.

According to figure 14, as the grade level increases, the percentage of current English learners on track to attain English language proficiency decreases from 55.0 percent in elementary school grades to 33.0 percent in high schools grades. Furthermore, the same pattern is evident for current English learners with disabilities where the percentage decreases from 37.0 percent in elementary school grades to 12.4 percent in high school grades. To some extent, the decrease in the percentage of current English learners on track to attain English language proficiency from elementary to high school grades is not a surprise due to the annual exiting of current English learners. This has a considerable impact on the composition of current English learners across grade levels. Thus, inferences and comparisons across grade levels and between groups of current English learners (e.g., those with and without disabilities) must use caution.⁹

⁹ It is also important to note that ELPA participation was low and uneven in 2020-21 (i.e., the participation rate was approximately 38 percent). Not all current English learners had a safe and in-person opportunity to take the ELPA.

Figure 14. Percentage of all current English learners and current English learners with disabilities on track to attain English language proficiency by elementary (K-5), middle (6-8), and high school grades (9-12) in 2020-21.



Long-term current English learners made up 20.0 percent of all current English learners.

Parents and communities have concerns about the ability of Oregon’s schools and districts to ensure current English learners attain English language proficiency and exit an ELD program within an appropriate amount of time. Current English learners who are unable to meet proficiency expectations after a period of time are known as long-term current English Learners. The ODE defines a long-term current English learner as a student who receives English language instruction, supports, and services in an ELD program for more than seven years.

In 2020-21, most current English learners (80.0 percent) were not long-term current English learners; however, this means that 20.0 percent of current English learners received English language instruction, supports, and services for more than seven years. This is a concern because slower development of English language proficiency is highly predictive of other academic challenges (Menken & Kleyn, 2009). An important point to consider is the ability of Oregon’s schools and districts to meet the needs of current English learners. This is particularly salient given that 37.8 percent of current English learners with disabilities received English language instruction, supports, and services for more than seven years in 2020-21.

Approximately 15 percent of current English learners receiving special education services and supports developed English language proficiency in six years.

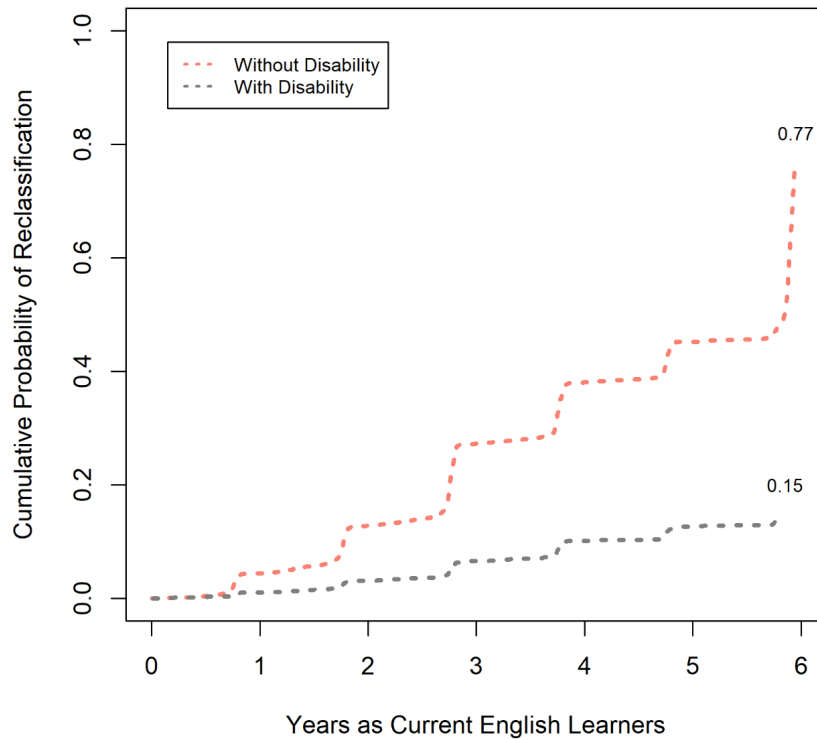
It is also useful to look at the development of English language proficiency from another angle, namely, what proportion of current English learners develop proficiency within a particular amount of time?

This measure uses data for all current English learners who received English language instruction, supports, and services in an ELD program in 2020-21 regardless of the length, start, or end of enrollment. While most of the data in this report rely on the first school day in May 2021 as a snapshot, this measure includes all current English learners (even those not enrolled on the first school day in May 2021).

Figure 15 addresses this question for current English learners with and without disabilities. For current English learners without disabilities who began receiving English language instruction, supports, and services

on or after July 1, 2015, the probability of reclassification (i.e., attaining English language proficiency and exiting an ELD program) after six years is 0.77 (or, after multiplying by 100, 77 percent). That is, 77 percent of the current English learners without disabilities attained English language proficiency and exited an ELD program after six years. On the other hand, only 15 percent of current English learners with disabilities attained English language proficiency and exited an ELD program after six years.

Figure 15. Probability of reclassification for current English learners with and without disabilities after six years (July 1, 2015 to June 30, 2021).



Student Academic Outcomes in English Language Arts and Mathematics

Per the ESSA, all students must take annual summative assessments in English language arts and mathematics in grades 3 through 8 and 11. Although these assessments provide tools, supports, and accommodations for current and former English learners (e.g., English/Spanish language side-by-side in mathematics, glossaries available in 12 languages¹⁰, and test directions available in 20 languages¹¹), they may be challenging for students who are still developing English language proficiency.

In the 2020-21 school year, the ODE [received](#) an assessment waiver from the U.S. Department of Education. The waiver provided temporary flexibility in terms of the administration of summative assessments in certain grades. That is, instead of taking English language arts and mathematics assessments in grades 3 through 8

¹⁰ Glossaries are available in English, Spanish, Arabic, Cantonese and Mandarin, Ilokano and Tagalog, Korean, Punjabi, Russian, Ukrainian, and Vietnamese.

¹¹ Test directions are available in Arabic, Burmese, Cantonese, Dakota, Ilokano and Tagalog, French, Haitian Creole, Hmong, Japanese, Korean, Lakota, Mandarin, Punjabi, Russian, Somali, Spanish, Ukrainian, Vietnamese, and Yup'ik.

and 11, the waiver only requires students to take the English language arts assessment in grades 3, 6, 7, and 11, and the mathematics assessment in grades 4, 7, 8, and 11. Despite the flexibility, assessment participation was very low and uneven across grades for current, former, and never English learners in 2020-21¹². Thus, English language arts and mathematics achievement is only representative of the students who had a safe, in-person opportunity to participate in each assessment and is not comparable across schools, districts, student groups (e.g., current, former, and never English learners), and school years. For these reasons, this report will not display English language arts and mathematics achievement for the 2020-21 school year. Please see [statewide assessment results](#) for more information about the assessment waiver, participation, and achievement.

Section 4: Attendance, Progress toward Graduation, Graduation, and Beyond

This section of the report examines several important outcomes for English learners. These are attendance, ninth grade progress towards graduation, four-year graduation, earning a Seal of Biliteracy, and post-secondary enrollment.

Regular Attendance

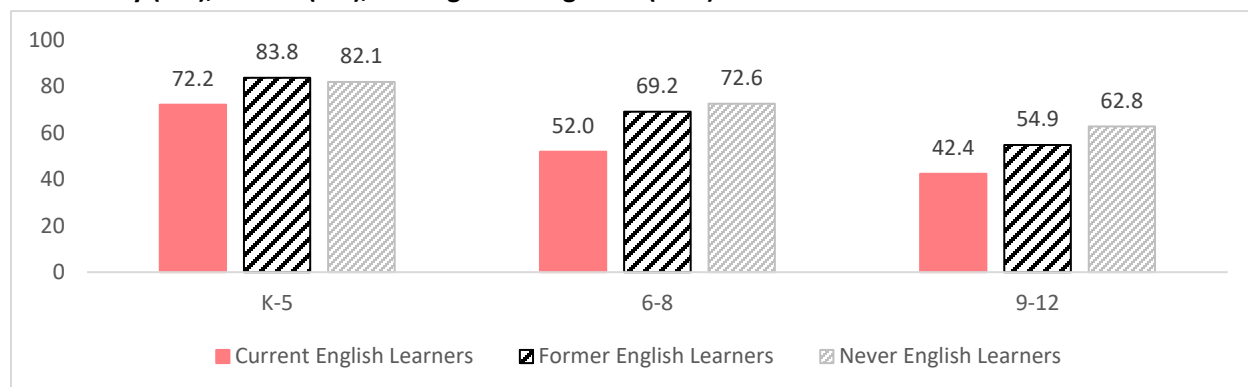
In recent years, researchers and educators alike have devoted increasing attention to ensuring students attend school on a regular basis. Research has shown that even moderate levels of absenteeism can have a profound impact on students' grades, performance on standardized assessments, graduation rates, and success in college (Allensworth & Evans, 2016; Ginsburg, Jordan, & Chang, 2014). In Oregon, students exhibit "regular attendance" at school if they attend more than 90 percent of school days during the school year.¹³

Among elementary grades in 2020-21, former and never English learners have the highest levels of regular attendance (see figure 16). Current English learners, on the other hand, have rates of regular attendance lower in elementary, middle, and high school grades. In fact, regular attendance rates decline considerably for current, former, and never English learners in middle and high school grades (with current and former English learners declining by approximately 30 and 29 percentage points between elementary and high school grades).

¹² English language arts assessment participation ranges from approximately 7 percent in 11th grade for current English learners to 40 percent in 3rd grade for never English learners. Mathematics assessment participation ranges from approximately 6 percent for current English learners to 40 percent in 4th grade for never English learners.

¹³ Note that regular attendance in 2020-21 is not comparable to prior years due to the impact of the COVID-19 pandemic and substantive policy changes to support remote learning.

Figure 16. Percentage of current, former, and never English learners regularly attending school by elementary (K-5), middle (6-8), and high school grades (9-12) in 2020-21.



On Track to Graduate

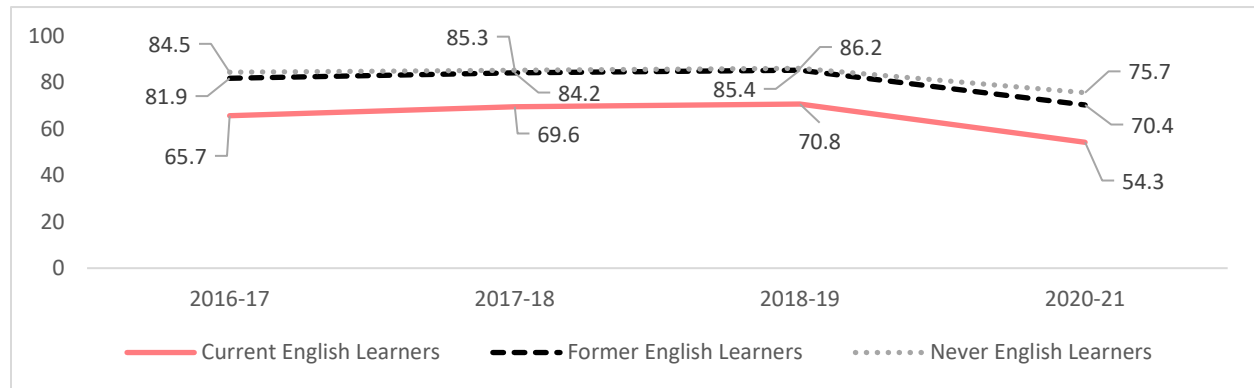
Around the country, states and districts track whether students in the 9th grade are on track to graduate within four years. They do this because ninth grade is a critical year for determining whether students will ultimately graduate from high school; identifying students who are not on track allows schools to provide supports and interventions to help keep students in school and progressing towards graduation. In Oregon, students in the 9th grade are on track to graduate if they earn at least six credits or 25 percent of the credits their district requires for graduation.

From 2016-17 to 2020-21, a higher percentage of former and never English learners were on-track to graduate in comparison to current English learners.¹⁴

According to figure 17, former and never English learners in 9th grade are on track to graduate at substantially higher percentages than current English learners from 2016-17 to 2020-21. Former and never English learners have very similar percentages. Their gap shrinks from 2.6 percentage points in 2016-17 to 0.8 percentage points in 2018-19; however, the gap between former and never English learners widens in 2020-21 (i.e., 5.3 percentage points). From 2016-17 to 2018-19, current, former, and never English learners exhibited considerable improvement in the percentage of students on-track to graduate. Current English learners demonstrated the largest improvement with 5.1 percentage points. However, all three groups of students experience a sizeable decline in 2020-21 with current and former English learners decreasing by 16.5 and 15.0 percentage points since 2018-19. The considerable decline is due to the impact of the COVID-19 pandemic on students, families, communities, and schools.

¹⁴ Data representing the percentage of current, former, and never English learners who were on track to graduate in ninth grade were not available during the 2019-20 school year. The reason for the unavailability is due to the State of Oregon's response to the COVID-19 pandemic (e.g., the cancellation of data collections that either capture the specific data or support the calculation of this measure at the district and state levels).

Figure 17. Percentage of 9th grade current, former, and never English learners on track to graduate within four years (2016-17 to 2020-21).



Four-Year Graduation

The ODE uses a cohort adjusted graduation rate to examine and monitor the percentage of students graduating within a specific number of years. The data for this section relies on the four-year cohort adjusted graduation rate for current, former, and never English learners.¹⁵

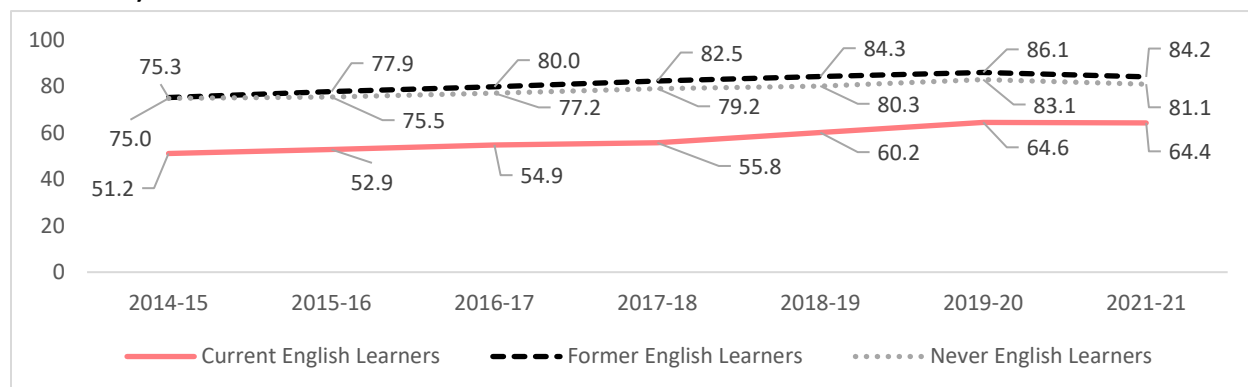
Former English learners graduated at rates similar to or better than never English learners; however, substantially fewer current English learners graduated in four years.

According to figure 18, former and never English learners graduate in four years at relatively similar rates; however, although similar, the rate for former English learners was higher from 2014-15 to 2020-21. In some years (e.g., 2018-19), the four-year graduation rate for former English learners was higher than the rate for never English learners (84.3 percent vs. 80.3 percent).

Current English learners, on the other hand, graduated in four years at lower rates than former and never English learners; however, it is important to note that the four-year graduation rate for current English learners has grown considerably from 2014-15 to 2020-21 (an increase of 13.2 percentage points).

¹⁵ For the purposes of reporting graduation data to the public, current English learners are multilingual students who received English language instruction, supports, and services in an ELD program at any time during high school. Note that current English learners included students who were eligible to receive English language instruction, supports, and services in an ELD program but did not participate because their parents or guardians waived services. Former English learners are multilingual students who attained English language proficiency and exited an ELD program prior to entering high school. Lastly, never English learners are monolingual English or multilingual students who were not eligible to receive English language instruction, supports, and services in an ELD program at any time in grades kindergarten through twelve.

Figure 18. Percentage of current, former, and never English learners graduating within four years (2014-15 to 2020-21).



Oregon State Seal of Biliteracy

The Seal of Biliteracy offers recognition of the many cognitive, academic, and economic benefits of bilingualism. Students can earn a Seal of Biliteracy on their diplomas if they meet the following requirements:

- meet all graduation requirements, and
- score at the intermediate high level in listening, speaking, reading, and writing in a partner language.

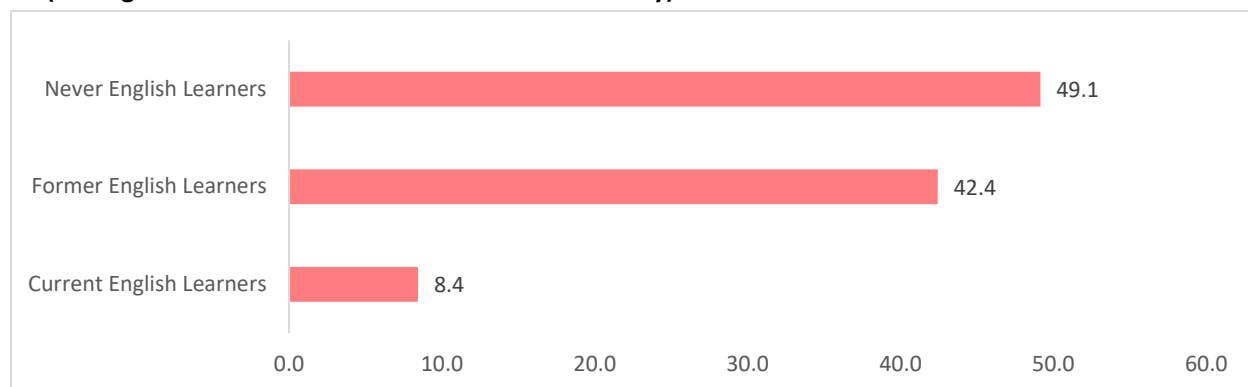
The data for this section relies on students who graduated in 2020-21 (and were part of the four-year cohort adjusted graduation rate) as the denominator in calculations. Moreover, this section will examine the count and percentage of current, former, and never English learners¹⁶ who earned the Seal of Biliteracy in 2020-21.

The majority of students who earned the Seal of Biliteracy in 2020-21 were ever English learners and never English learners who are native speakers of languages in addition to English.

Of the 37,320 students who graduated in 2020-21, 1,874 students (or 5.0 percent) also earned the Seal of Biliteracy. Among those 1,874 students, 49.1 were never English learners, 42.4 percent were former English learners, and 8.4 percent were current English learners (see figure 19). Note that the majority of students who earn the Seal of Biliteracy are (1) ever English learners and (2) never English learners who are native speakers of languages in addition to English.

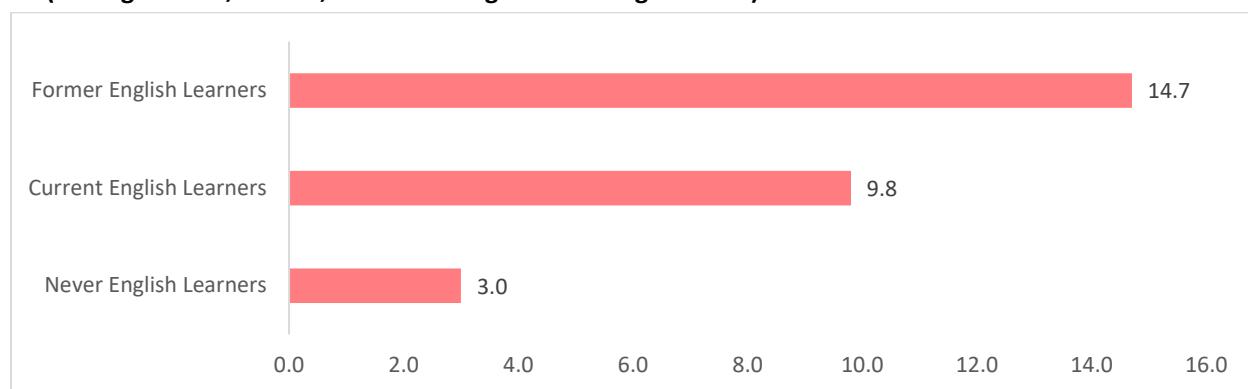
¹⁶ For the purposes of reporting Seal of Biliteracy data in this report, current English learners are multilingual students who received English language instruction, supports, and services in an ELD program at any time during high school. Note that current English learners included students who were eligible to receive English language instruction, supports, and services in an ELD program but did not participate because their parents or guardians waived services. Former English learners are multilingual students who attained English language proficiency and exited an ELD program prior to entering high school. Lastly, never English learners are monolingual English or multilingual students who were not eligible to receive English language instruction, supports, and services in an ELD program at any time in grades kindergarten through twelve.

Figure 19. Percentage of current, former, and never English learners earning the Seal of Biliteracy in 2020-21 (among all students who earned the Seal of Biliteracy).



According to figure 20, among former English learners who graduated in 2020-21, 14.7 percent earned the Seal of Biliteracy. Moreover, 9.8 percent of current English learner graduates earned the Seal of Biliteracy in 2020-21. This means that, among ever English learners who graduated in 2020-21, 24.5 percent also earned the Seal of Biliteracy.

Figure 20. Percentage of current, former, and never English learners earning the Seal of Biliteracy in 2020-21 (among current, former, and never English learner graduates).



Students earned the Seal of Biliteracy for their knowledge of 20 different partner languages; however, Spanish was the most common partner language.

More than three-quarters of students earning the Seal of Biliteracy (79.2 percent) had Spanish as their partner language. The next three partner languages, in order of the number of students, were French, Chinese, and Japanese, all with 50 or more students earning the Seal of Biliteracy in that language. Spanish, Russian, and Chinese were the partner languages with the most current and former English learners earning the Seal of Biliteracy. On the other hand, the top three partner languages among never English learners who earned the Seal of Biliteracy in 2020-21 were Spanish, French, and Japanese.

Nine districts had 50 or more students earning the Seal of Biliteracy.

In 2020-21, nine districts had 50 or more students earning the Seal of Biliteracy (see table 6). Moreover, among Woodburn’s students who graduated in 2020-21, 60.1 percent earned the Seal of Biliteracy. Six other districts in 2020-21 had 10 percent or more of their high school graduates earning the Seal of Biliteracy.

Table 6. Districts with 50 or more students earning the Seal of Biliteracy in 2020-21¹⁷.

District	Number of Students	District	Number of Students
Portland	350	Hillsboro	73
Beaverton	242	West Linn/Wilsonville	71
Woodburn	184	Corvallis	62
Salem-Keizer	170	North Clackamas	60
Eugene	143		

Post-Secondary Enrollment

The ODE annually examines and publicly reports the percentage of high school graduates who enroll in post-secondary education institutions in Oregon and across the U. S. (e.g., public and private, 2-year and 4-year, etc.). A post-secondary education affords students a wide range of advantages, including greater employment opportunities, financial security, opportunities to contribute in their community, and greater life satisfaction. However, it is important to be clear that enrollment in a post-secondary institution is not the only meaningful and advantageous post-high school opportunity available to students. Others may include military service, community or religious service, and competitive employment. The data for this measure uses students who graduated in 2018-19 (and were part of the four-year cohort adjusted graduation rate) as the denominator in calculations.¹⁸ Moreover, this portion of the report will examine the count and percentage of current, former, and never English learners¹⁹ who enrolled in a post-secondary education institution within sixteen months after graduation.

Never English learners were more likely to enroll in post-secondary education institutions than current English learners; however, former English learners had comparable post-secondary enrollment rates as never English learners.

Figure 21 shows the post-secondary enrollment rates by graduation year for three groups of Oregon students. The post-secondary enrollment rates for never English learners, represented by the gray dotted line, ranged from 61.9 to 62.6 percent from 2012-13 to 2018-19. The salmon line displays the same information for students who were current English Learners. Current English learners enrolled in post-secondary institutions at substantially lower rates than never and former English learners. The post-secondary enrollment rates for current English learners annually increased from 41.2 percent in 2012-13 to

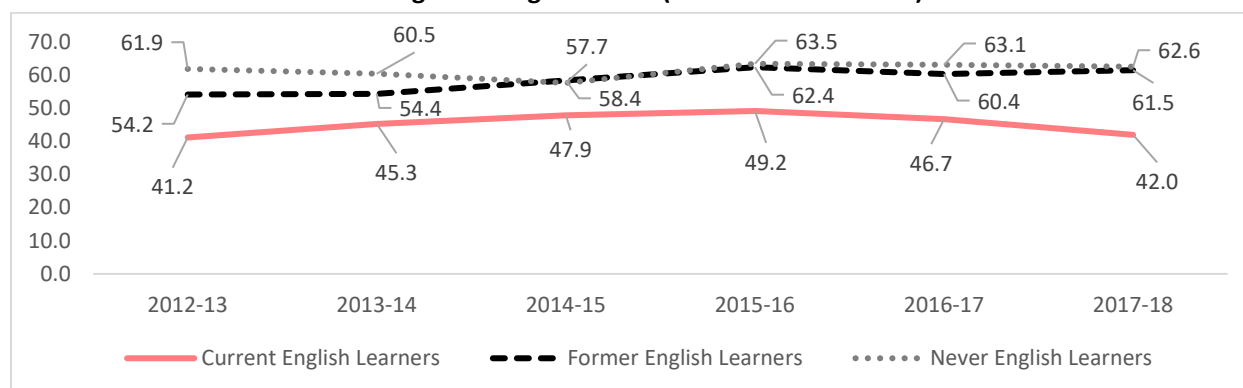
¹⁷ Note that the counts in this table reflect students who graduated in 2020-21 (and were part of the four-year cohort adjusted graduation rate) and earned the Seal of Biliteracy. There were students who earned the Seal of Biliteracy in 2020-21 but were part of the five-year cohort or another cohort.

¹⁸ Post-secondary enrollment data for current, former, and never English learners who graduated from high school in 2019-20 were unavailable as of the publication of this report.

¹⁹ For the purposes of reporting post-secondary enrollment data in this report, current English learners are multilingual students who received English language instruction, supports, and services in an ELD program at any time during high school. Note that current English learners included students who were eligible to receive English language instruction, supports, and services in an ELD program but did not participate because their parents or guardians waived services. Former English learners are multilingual students who attained English language proficiency and exited an ELD program prior to entering high school. Lastly, never English learners are monolingual English or multilingual students who were not eligible to receive English language instruction, supports, and services in an ELD program at any time in grades kindergarten through twelve.

49.2 percent in 2015-16; however, they decreased in both 2016-17 and 2018-19 to levels similar to 2012-13. The black dashed line shows the post-secondary enrollment rates for former English learners. The post-secondary enrollment rates for former English learners increased from a low of 54.2 percent in 2012-13 to a high of 62.4 percent in 2015-16. Moreover, since 2015-16, former English learners had post-secondary enrollment rates that were reasonably comparable to never English learners.

Figure 21. Percentage of current, former, and never English learners enrolling in post-secondary institutions within 16 months of high school graduation (2012-13 to 2018-19²⁰).



Section 5: State Revenues and Expenditures for Current English Learners

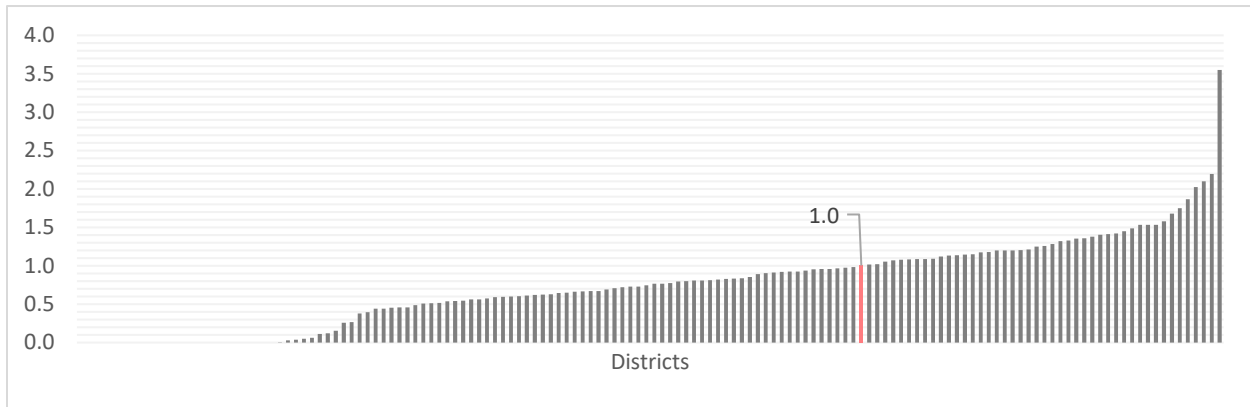
Each year, Oregon’s State School Fund provides funding to districts through General Purpose Grants. The amount of the grant relies on a formula that considers the number of students in the district (known as average daily membership weighted or ADMw). On average, the per-pupil funding amount in 2020-21 was \$8,754.²¹ In addition to this basic funding, districts receive additional state funds for each student enrolled in an ELD program. This amount is $0.5 \times \$8,754$ or \$4,377 per current English learner. Altogether, the state allocated \$217,742,292 for these additional English learner funds in the 2020-21 school year.

Figure 22 depicts the relationship between current English learner revenues the state allocated to districts via the State School Fund Formula and the total current English learner expenditures from the General Fund expressed as a ratio. Statewide, the ratio of expenditures to revenues in 2020-21 was 1.0, meaning that district expenditures on current English learners reflected 100 percent of the funds the state allocated to districts via the State School Fund Formula. Some districts spent more than this percentage (up to 355%), while others spent less (as little as 0%). The values on the extreme ends of the range, however, may reflect variations in the way that some districts report data. Some districts with few current English learners report revenue received from the state, but do not identify expenditures specific to current English learners, even though they may expend funds for English learner services. Other districts on the high end of the spending ratio may include expenses for dual-language programs that also educate former and never English learners, rather than calculating the percentage spent solely on current English learners.

²⁰ The year (e.g., 2012-13) represents the school year in which students graduated from high school.

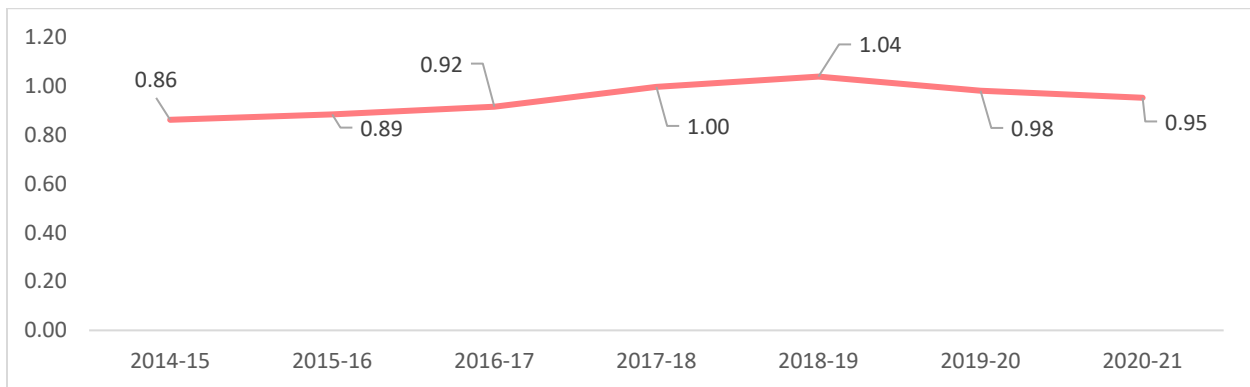
²¹ While \$8,754 is the average amount, the grant amount can vary a bit for different districts because of the way the formula is set up.

Figure 22. Ratio of current English learner expenditures to revenues across districts in 2020-21.



As figure 23 illustrates, the statewide ratio increased steadily from 2014-15 to 2018-19; however, in 2019-20 and 2020-21, the ratio decreased below 1.0.

Figure 23. Ratio of statewide expenditures on current English learners to revenues (2014-15 to 2020-21).



Expenditures from the General Fund on current English learners either belong to Function 1291 (covering expenditures for instruction and interventions to help current English learners learn English) or Area of Responsibility 280 (other supports for current English learners, such as interpretation services or transportation).²²

Current English learner expenditures for 2020-21 totaled \$207,663,788. Districts accounted for approximately 80 percent of the expenditures (\$166,065,893) using Function 1291 and 20 percent of the expenditures (\$41,597,895) using Area of Responsibility 280.

In addition to this state funding, districts with at least 69 current English learners may access federal Title III grants, which in 2020-21 provided an additional \$135.58 per student for supplemental current English learner services²³. A description of these federal funds is beyond the scope of this report but information on the grant amounts are available on the [ODE website under Title III Allocations](#).

²² For a more detailed description of the accounting system categories, see [Oregon’s Program Budgeting and Accounting Manual](#).

²³ Districts with fewer than 69 students can join other districts in a consortium to access these grants.

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To: Board of Directors

From: Dr. Christopher Ortiz, Deputy Superintendent

Prepared by: Jelena Doney, Executive Assistant to the Deputy Superintendent
Hank Bauer, Administrative Analyst to the Deputy Superintendent

Subject: Section J (Students) – First Reading

Policy: [Adoption and Revision of Policies – BFC](#)

Date: August 24, 2022

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

Connection to School Board Core Beliefs and Commitments

Safety Equity Instructional Practice Organizational Culture

Strategic Plan Goal Topic 1: Marginalized Students

In order to give voice to our marginalized populations, we will remove barriers, hold high academic expectations, and elicit and honor all voices.

Summary:

Maintaining effective, clearly-written policy is a responsibility of the Board. This is a first reading of policies that need to be updated. The board may adopt policies at the second reading; or if further revisions are required, the board can adopt after a third reading.

Previous Board Action:

Board policies that are being reviewed were all originally revised by previous Boards.

Background:

In partnership with Oregon School Boards Association (OSBA), the Reynolds School District Board Policies Committee has started with Board Policies section J (Students) for updating during the full-desk re-write process.

The new changes in Board Policy, section J are either required by the Board to implement in order to stay in compliance with state and federal laws or highly recommended by OSBA.

Financial Implications:

Not Applicable

Alternatives:

The alternative is to retain the current board policies.

Staff Recommendation:

The Board will review the policies as presented as a first reading. Staff recommends adoption after a second reading at the September 28, 2022 Board Meeting.

Motion:

Not Applicable



Code: JB
 Adopted: 1/04/07
 Readopted: 6/09/10
 Orig. Code: JB

Equal Educational Opportunity**

Every student of the district will be given equal educational opportunities regardless of age, sex, sexual orientation, gender identity¹, race², religion, color, national origin, disability, marital status, familial status, parental status, linguistic background, culture, socioeconomic status, capability or geographic location.

The district shall develop and implement an Equal Educational Opportunity Plan that assures that no further, no student will be excluded from participating in, denied the benefits of, or subjected to discrimination under any educational program or activity conducted by the district or denied access to facilities in the district. ~~The district will treat its students without discrimination on the basis of sex as this pertains to course offerings, athletics, counseling, employment assistance and extracurricular activities.~~

A student or parent may also access and use the district’s general complaint procedure through Board policy KL - Public Complaints.

All reports, complaints or information will be investigated.

A student of the district may not be subjected to retaliation by the district for the reason that the student has in good faith reported information that the student believes is evidence of a violation of a state or federal law, rule or regulation.

~~The superintendent will designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under Title IX. The Title IX coordinator will investigate complaints communicated to the district alleging noncompliance with Title IX. The name, address and telephone number will be provided to all students and employees.~~

~~The board will adopt and the district will publish grievance procedures providing for prompt and equitable resolution of student and employee complaints under Title IX.~~

END OF POLICY

Legal Reference(s):

¹ “Sexual orientation” means an individual’s actual or perceived heterosexuality, homosexuality, bisexuality or gender identity, regardless of whether the individual’s gender identity, appearance, expression or behaviors differs from that traditionally associated with the individual’s sex at birth.

² Race also includes physical characteristics that are historically associated with race, including but not limited to natural hair, hair texture, hair type and protective hairstyles as defined by ORS 659A.001 (as amended by House Bill 2935 (2021)).

[ORS 174.100](#)
[ORS 192.630](#)
[ORS 326.051](#)
[ORS 329.025](#)
[ORS 332.107](#)
[ORS 336.086](#)
[ORS 659.850](#)

[ORS 659.852](#)
[ORS 659A.001](#)
[ORS 659A.003](#)
[ORS 659A.006](#)
[ORS 659A.103 - 659A.145](#)
[ORS 659A.400](#)
[ORS 659A.403](#)

[ORS 659A.406](#)
[OAR 581-021-0045](#)
[OAR 581-021-0046](#)
[OAR 581-022-2310](#)
[OAR 839-003-0000](#)

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018); 28 C.F.R. §§ 42.101-42.106 (2019).
Rehabilitation Act of 1973, 29 U.S.C. §§ 791, 793-794 (2018); 34 C.F.R. Part 104 (2019).
Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683, 1701, 1703-1705 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).
Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12333 (2018).
House Bill 2935 (2021).
House Bill 3041 (2021).

Corrected 6/01/22



Code: JBAA
 Adopted: 6/09/10
 Orig. Code: JBAA

Section 504 – Students

In compliance with the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 and the Americans with Disabilities Act Amendments Act of 2008 (ADA), the district shall ensure that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity conducted by the district or those provided by the district through contractual or other arrangements. Programs and activities shall be accessible and usable by individuals with disabilities as prescribed by law.

The superintendent will ensure all Section 504, qualified students with disabilities are identified annually. Students will be evaluated by a team of individuals knowledgeable about the student, the meaning of the evaluation data and placement options. Services will be provided as required by law.

The superintendent will develop administrative regulations as needed for the implementation of this policy and to meet the requirements of state and federal law. Regulations will include provisions to ensure notice of the district’s responsibilities are provided as required and that procedures are established for students, parents and staff with complaints concerning district compliance with the provisions of law.

END OF POLICY

Legal Reference(s):

- | | | |
|-----------------------------------|----------------------------------|----------------------------------|
| ORS 192.630 | ORS 659A.103 | OAR 581-021-0045 |
| ORS 326.051(1)(e) | ORS 659A.109 | OAR 581-021-0046 |
| ORS 659.850 | | OAR 581-021-0049 |
| ORS 659.865 | OAR 581-015-2030 | OAR 581-022-2310 |

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2017); 28 C.F.R. Part 35 (2017).
 Nondiscrimination on the Basis of Handicap in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 104 (2017).
 Rehabilitation Act of 1973, 29 U.S.C. § § 791, 793-794 (2012).
 Americans with Disabilities Act Amendments Act of 2008.

Corrected 6/30/22



Code: JBAA-AR
Revised/Reviewed: 6/09/10
Orig. Code: JBAA-AR

Section 504 – Students

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

Definitions

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

3. “Major life activities,” as defined by the ADA, means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, working, eating, sleeping, standing, lifting, bending, reading, concentrating, thinking, communicating; and major bodily functions including but not limited to functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine and reproductive functions;
4. “Program or activity” includes all district programs and activities. The district will also ensure that contracts with those who provide services to the district, such as alternative programs, also provide students with disabilities an equal opportunity to participate in the program or activity;
5. “Potentially disabling conditions” under Section 504, if they substantially limit a major life activity, may include, but are not limited to:
 - a. Attention deficit disorder (ADD);
 - b. Behavior disorders;
 - c. Chronic asthma and severe allergies;
 - d. Physical disabilities such as spina bifida, hemophilia and conditions requiring students to use crutches;
 - e. Diabetes.

District Responsibilities

The superintendent or ~~his/her~~ designee will:

1. Provide written assurance of nondiscrimination whenever the district receives federal money in accordance with application guidelines;
2. Designate an employee to coordinate the district’s compliance efforts with Section 504;
3. Provide procedures to resolve student, parent and employee complaints of discrimination;
4. Provide notice to students, parents, employees, including those with vision or hearing impairments, of the district’s policy of compliance with Section 504 prohibiting nondiscrimination in admission or access to or treatment or employment in district programs or activities. District aids, benefits and services will afford students with disabilities equal opportunity to obtain the same result, gain the same benefit or reach the same level of achievement as students without disabilities, in the most integrated setting appropriate to the student’s needs. Notice will specify the employee designated by the district to coordinate the district’s Section 504 compliance efforts;
5. Annually identify and locate Section 504 qualified students with disabilities in the district who qualify for services;
6. Annually notify students with disabilities and their parents or guardians of the district’s responsibilities under Section 504;
7. Provide parents or guardians with procedural safeguards:
 - a. Notice of their rights under Section 504, including the right to request an impartial hearing as provided by OAR 581-015-0109;

- b. An opportunity to review relevant records.

Transportation

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

Evaluation

1. The district will conduct an evaluation of any student who, because of a disability, needs or is believed to need accommodations or related services. Such evaluation will be completed by an evaluation team comprised of a group of persons knowledgeable about the student, the meaning of the evaluation data and placement options. The team will be appointed by the superintendent or designee. Such evaluation will be completed before any action is taken with respect to the initial placement of the student in a regular or special education program and any subsequent, significant change in placement.
2. Tests and other evaluation materials will:
 - a. Be validated and administered by trained personnel;
 - b. Tailored to assess educational need and not merely based on IQ scores;
 - c. Reflect aptitude or achievement. All tests must measure what they purport to measure.

Placement

1. In interpreting evaluation data and making placement decisions, the evaluation team will:
 - a. Draw upon information from a variety of sources;
 - b. Ensure that all relevant information is documented and considered;
 - c. Ensure that the student is educated with students without disabilities to the maximum extent possible.

Reevaluations

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

- e. Significantly changing the composition of the student's class schedule (e.g., moving the student from regular education to the resource room, etc.).

Discipline

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

Complaints

Student, parent or staff complaints of noncompliance with the provisions of Section 504 will be reported to the superintendent or designee and processed in accordance with established district complaint procedures.

Corrected 6/30/22



Code: JE
 Adopted: 12/14/11
 Orig. Code: JE

Attendance**

Attendance Goals of attendance requirements are to:

1. Contribute to the academic success of students;
2. Inform parents about their student's class attendance or nonattendance;
3. Place the responsibility for attendance in the hands of students and their parents;
4. Aid students in making decisions and accepting the responsibilities and consequences resulting from those decisions;
5. Stress that punctual and regular attendance is a learned function necessary in coping with life;
6. Stress attendance may impact grades and credit;
7. Meet Oregon graduation requirements.

Each school shall notify parents or guardians by the end of the school day if their child has an unplanned absence. The notification will be either in person, by telephone or another method identified in writing by the parent or guardian. If the parent or guardian cannot be notified by the above methods, a message shall be left, if possible.

The Board directs the superintendent to develop rules and regulations which meet these objectives and to publish those rules and regulations annually for students and their parents.

END OF POLICY

Legal Reference(s):

ORS 336.010	ORS 339.055	OAR 581-021-0050
ORS 339.020	ORS 339.065	OAR 581-022-2000
ORS 339.030	ORS 339.071	

Corrected 6/01/22



Code: JEA
 Adopted: 1/04/07
 Revised/Readopted: 6/09/10; 4/13/16; 6/13/18
 Orig. Code: JEA

Compulsory Attendance**

Except when exempt by Oregon law, all childrenstudents between ages 6 and 18 who have not completed the 12th grade are required to regularly attend a public, full-time school during the entire school term.

All childrenstudents five years of age who have been enrolled in a public school are required to attend regularly while enrolled in the public school.

Persons having legal control of a childstudent between the ages 6 and 18, who has not completed the 12th grade, are required to have the childstudent attend and maintain the child in regular attendance during the entire school term. Persons having legal control of a childstudent, who is five years of age and has enrolled the child in a public school, are required to have the childstudent attend and maintain the child in regular attendance during the school term.

Attendance supervisors shall monitor and report any violation of the compulsory attendance law to the superintendent or designee. ~~Violation is a Class C violation.~~

The district will develop procedures for issuing a citation.

A parent who is not supervising their childstudent by requiring school attendance may also be in violation of Oregon Revised Statute (ORS) 163.577(1)(c); failing). ~~Failing to supervise~~ supervised a child is a Class A violation.

~~In addition, under board policy JHFDA – Suspension of Driving Privileges, the district may report students with 10 consecutive days of unexcused absences or 15 cumulative days unexcused absence in a single semester to the Oregon Department of Transportation.~~

Exemptions ~~from~~ Compulsory School Attendance

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

1. ChildrenStudents being taught in a private or parochial school in courses of study usually taught in kindergarten through grade 12 in the public schools, and in attendance for a period equivalent to that required of students attending public schools.
2. ChildrenStudents proving to the Board'sboard's satisfaction that they have acquired equivalent knowledge to that acquired in the courses of study taught in kindergarten through grade 12 in the public schools.
3. ChildrenStudents who have received a high school diploma or a modified diploma.

4. Children ~~Students~~ being taught, by a private teacher, the courses of study usually taught in kindergarten through grade 12 in the public school for a period equivalent to that required of students attending public schools.
5. Children ~~Student~~ being educated in the home by a parent, ~~or~~ guardian or private teacher:
 - a. When a student is taught or is withdrawn from a public school to be taught by a parent or private teacher, the parent or teacher must notify the Multnomah Service District (MESD) in writing within 10 days of such occurrence. In addition, when a home-schooled student moves to a new ESD, the parent shall notify the new ESD in writing, within 10 days, of the intent to continue home schooling. The ESD superintendent shall acknowledge receipt of any notification in writing within 90 ~~calendar~~ days of receipt of the notification. The ~~ESD Notification must be received and acknowledged before a student~~ is to notify, at least annually, ~~withdrawn from school districts and thereafter before the start of home-schooled students who reside in their district each school year;~~
 - b. Each child ~~student~~ being taught by a parent or ~~guardian or~~ private teacher shall be examined no later than August 15, following grades 3, 5, 8, and 10:
 - (1) If the student was withdrawn from public school, the first examination shall be administered at least 18 months after the date the student withdrew;
 - (2) If the ~~child student~~ never attended the public or private school, the first examination shall be administered prior to the end of grade 3;
 - (3) Procedures for ~~homeschooling from home-schooled~~ students with disabilities are set out in Oregon Administrative Rule (OAR) 581-021-0029.
 - c. Examinations testing each ~~child student~~ shall be from the list of approved examinations from the State Board of Education;
 - d. The examination must be administered by a neutral, individual qualified to administer tests on the approved list provided by the Oregon Department of Education;
 - e. The person administering the examination shall score the examination and report the results to the parent. Upon request of the ESD superintendent, the parent shall submit the results of the examination to the ESD;
 - f. All costs for the test instrument, administration and scoring are the responsibility of the parent;
 - g. In the event the ESD superintendent finds that the ~~child student~~ is not showing satisfactory educational progress, the ESD superintendent shall provide the parent with a written statement of the reasons for the finding, based on the test results and shall follow the guidelines in Oregon Revised Statutes and Oregon Administrative Rules.
6. Children whose sixth birthday occurred on or before September 1 immediately ~~preceding~~ ~~proceeding~~ the beginning of the current school year, if the parent or guardian notified the child's resident district in writing that the parent or guardian is delaying the enrollment of their child for one school year to better meet the child's needs for cognitive, social or physical development, as determined by the parent or guardian.
7. Children who are present in the United States on a nonimmigrant visa and who are attending a private, accredited English language learner program in preparation for attending a private high school or college.
8. Children ~~Students~~ excluded from attendance as provided by law;

9. Children who are eligible military children¹ are exempt up to 10 days after the date of military transfer or pending transfer indicated in the official military order.
10. An exemption may be granted to the parent or guardian of any child~~student~~ 16 or 17 years of age who is lawfully employed full-time, or who is lawfully employed part-time and enrolled in school, ~~or enrolled in a community college or another state-registered alternative education program as defined in ORS 336.615.~~
- 11.—An exemption may be granted to any child who is an emancipated minor or who has initiated the procedure for emancipation under ORS 419B.550 ~~to~~ 419B.558.

Truancy (See policy JEDA)

~~“Truancy” is defined as absence from school without permission.~~

~~The district believes irregular attendance is one of the factors associated with student failure and frustration with the school experience. A fundamental purpose for insisting on punctual, regular school attendance is to help each student develop habits of responsibility.~~

~~With these beliefs in mind, principals will develop procedures that foster a partnership with parents in the early detection of truancy, related counseling and appropriate consequences.~~

END OF POLICY

Legal Reference(s):

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

[ORS 339.990](#)
[ORS 807.065](#)
[ORS 807.066](#)
[OAR 581-021-0026](#)

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

Corrected 6/01/22

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



Code: JEA-AR
Revised/Reviewed: 6/09/10; 9/09/15
Orig. Code: JEA-AR

Compulsory Attendance Notices and Citations**

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

1. Building Administrator

The building administrator or designee shall:

- a. Determine that the parent or guardian has either failed to enroll their child and his/her student or to maintain the child/student in regular attendance. "Regular attendance" means shall mean attendance which does not include more than eight unexcused one-half day absences or the equivalent in any four-week period in which school is in session;
- ~~b.~~ Verify the compulsory attendance violation through such means as matching building administrator or designee records with classroom teacher records;
- ~~e.~~b. Provide written compulsory attendance noncompliance notification to the parent or guardian within 24 hours of verification of the violation. If the student is a youth offender on parole or probation, at the same time notice is given to the parent or other person, the building administrator shall notify the student's parole or probation officer of the absence;
- ~~d.~~c. Serve the notification personally or by certified mail. The notification will be written in the native language of the parent or guardian;
- ~~e.~~d. Ensure that notification includes a statement requiring the student to appear on the next school day following receipt of the notice and to maintain regular attendance for the remainder of the school year;
- ~~f.~~e. Ensure that the notification states that the parent or guardian has the right to request an evaluation to determine if the child should have an individualized education program (IEP), if the child does not currently have an IEP, or request a review of their child's current IEP;
- ~~g.~~f. Provide a copy of the notice and pertinent attendance records to the superintendent or designee at the time notice is given to the parent or guardian;
- ~~h.~~g. Notify the superintendent within three days of knowledge that the parent or guardian receiving the notification has not complied with the notice.

2. Superintendent or Designee

The superintendent or designee will:

- ~~a.~~ Review the compulsory attendance noncompliance notice and pertinent student attendance records;
- ~~b.~~a. If after review of attendance records a citation appears warranted, prior to issuing the citation, provide written notification to the parent or guardian. The notice will be written in the

language of the parent or guardian can understand. The notice will be delivered personally or by certified mail and will state that:

- (1) The student is required to attend regularly, a school full-time during the school year;
- ~~(2) Failure to send the student to school and to maintain the student in regular attendance is a Class C violation;~~
- ~~(3)~~(2) A citation for violation of compulsory attendance laws may be issued by the superintendent or designee;
- ~~(4)~~(3) The parent has the right to request:
 - (a) An evaluation to determine if the student should have an IEP, individualized education program (IEP), if the student does not have one; or
 - (b) A review of the student's current IEP.
- ~~(5)~~(4) The parent or guardian and student are required to attend a conference with the superintendent or designee. The date, time and place of conference will be specified. This conference may not be scheduled until after an evaluation or review as described in item 4. above, if requested by the parent, has been completed;
- ~~(6) Failure to attend the conference or failure to send the student to school following the conference may result in the issuance of a citation.~~

3. Conference

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

- a. Review Oregon's compulsory attendance law and the student's attendance record;
- b. Determine the reasons for the noncompliance;
- c. Develop a plan for student attendance improvement (i.e., contract, etc.);
- d. Inform the parent and student of other available resources in the district and community, if available;
- ~~e. Refer the parent or guardian and student to other agencies as necessary (i.e., Building Support Team; Youth Services Team; Oregon Department of Human Services, Community Human Services; Juvenile Department; etc.);~~
- f.e. Discuss the potential consequences for continued compulsory attendance noncompliance, including the potential for the issuance of a citation and the consequences for violation of the Board's board's student conduct and truancy policies.

4. Citation

Compulsory attendance noncompliance citations may be issued by the superintendent or designee. The superintendent or designee shall:

- a. Determine that the parent or guardian has continued to fail to enroll their his/her student in school or maintain the student in regular attendance following a conference or has refused to attend the conference as required;
- b. Contact the clerk of the court for the county and determine which court will hear the case and when;

- c. Ensure the official representing the district will be available to present evidence of the violation at the time and date specified;
- d. Determine whether the local court's interpretation of Oregon Revised Statute (ORS) 339.095~~925~~ requires the student be named as defendant. Complete form accordingly;
- e. Complete Uniform Compulsory Attendance Citation and Complaint form as follows:
 - (1) Specify appropriate court, district, circuit, municipal or justice;
 - (2) Specify when the court will hear the case, including date, time and location of the court appearance at the bottom of the form;
 - (3) Provide all pertinent defendant information, including the name and address of the parent or guardian. Only one adult should be named as the defendant;
 - (4) Provide all pertinent offense information, including the period of time during which the absences occurred;
 - (5) Ensure the minimum number of absences constituting irregular attendance as defined in law has in fact occurred. Excused absences should not be counted for purposes of this citation;
 - (6) Provide all pertinent student information including the grade, date of birth, length of time in the district and parent(s) name(s); ~~The Oregon Department of Education will compile this information at the end of the calendar year to determine trends in excessive absenteeism;~~
 - (7) Provide date of superintendent's or designee's prior notification of attendance requirements, consequences including possibility of citation and conference meeting date was sent;
 - (8) Ensure that the prior notice was served to the same parent or guardian who is named as the defendant in the citation;
 - (9) Provide district name, date, superintendent's name and signature. If the superintendent has designated another district official to issue citations, such delegation will be documented and the delegated official's name and signature will appear on the form;
 - (10) Personally serve (not mail) the citation;
 - (11) Complete time and date citation was issued, name, title and signature of district official serving the citation;
 - (12) ~~Ensure the parent or guardian is served with the goldenrod (bottom) copy;~~ Ensure the parent or guardian is provided the citation;
 - (13) ~~Ensure the white and yellow copies are sent to the appropriate court, immediately after the citation is served;~~ Ensure the designated court is appropriately notified immediately after the citation is served;
 - (14) ~~Ensure the pink copy is retained by the district. Additional information may be maintained on the back of the pink copy, including the dates the administrator building and the superintendent's or designee's notifications were sent, dates of contact with parents or guardians and names of school staff who have been involved with the issue;~~ Ensure the district retains a copy of the citation;
 - (15) Consult with district's attorney to assist in these procedures, as necessary.
- f. Maintain student attendance records in accordance with applicable education records laws.

REYNOLDS SCHOOL DISTRICT
1204 NE 201st Ave, Fairview, OR 97024-9642
Phone: 503-661-7200

***** NONENROLLMENT NOTICE *****

Date _____
Parent(s)/Guardian _____
Address _____

Dear _____,
(Parent/Guardian)

~~A determination has been made that your student~~ After review of attendance records, your child, _____, (name) is ~~not enrolled in school and has not been exempted from compulsory attendance in~~ for school, under provisions of ORS 339.030, and is not currently enrolled in school.

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

~~Please be advised that failure to comply with Oregon's compulsory attendance law is a Class C violation and may result in a compulsory attendance citation and complaint issued by the superintendent and a fine by a court.~~

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

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

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

Sincerely,

Building Administrator

cc: Principal/Superintendent

REYNOLDS SCHOOL DISTRICT
1204 NE 201st Ave, Fairview, OR 97024-9642
Phone: 503-661-7200

***** IRREGULAR ATTENDANCE NOTICE *****

Date _____
Parent(s)/Guardian _____
Address _____

Dear _____,
(Parent/Guardian)

~~A determination has been made that your student~~After review of attendance records, your child, _____, (name) is not maintaining regular attendance as required by ORS 339.065. "Regular attendance" is defined by Oregon law as attendance which does not include more than eight unexcused one-half day absences or the equivalent in any four-week period school is in session. According to ~~school~~ attendance records, your ~~student~~ child has had unexcused absences from school [] days on the following dates: [].

~~You are hereby notified that you must~~Please send your ~~student~~ child to school no later than the next school day following receipt of this notice and maintain your student in regular attendance for the remainder of the school year. ~~Please be advised that failure to comply with Oregon's compulsory attendance law is a Class C violation and may result in a compulsory attendance citation and complaint issued by the superintendent and a fine by a court.~~

You may request an evaluation to determine if your ~~student~~ child should have an individualized education program (IEP), or request a review of your ~~student's~~ child's current IEP. If you request an evaluation for an IEP or a review of a current IEP the conference referred to above will be held after such evaluation or review.

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

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

Sincerely,

Building Administrator

cc: Principal/Superintendent

REYNOLDS SCHOOL DISTRICT
1204 NE 201st Ave, Fairview, OR 97024-9642 | Phone: 503-661-7200

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

Date _____
Parent(s)/Guardian _____
Address _____

Dear _____,
(Parent/Guardian)

According to district records, you were notified by the building administrator on (date) _____ that your ~~student~~ child, (name) _____, ~~has failed to~~ is not yet enrolled in school or ~~failed to~~ is not maintaining regular school attendance as required by Oregon compulsory attendance laws.

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

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

~~A student is required to regularly attend a full-time school. Failure to send the student to school and to maintain the student in regular attendance is a Class C violation. A citation for such compulsory attendance violations may result in a court fine.~~

You ~~did not~~ may request an evaluation of your ~~student's~~ child's individualized education program (IEP) or a review of your ~~student's~~ child's current IEP.] [requested an evaluation to determine if your ~~student~~ child should have an individualized education program (IEP).] [[requested a review of an existing IEP for your ~~student~~ child] and the requested evaluation or review was completed on [date].]

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

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

Failure to attend this conference or ~~failure to send your student to school and to maintain your~~ ~~student~~ child in regular school attendance following this conference will result in the issuance of a citation to you, as provided by law.

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

If you have questions ~~and/or need assistance~~, please contact (name) _____ at (number) _____.

Sincerely,

Superintendent/Designee



Code: JEC
Adopted: 1/04/07
Revised/Readopted: 6/09/10; 4/13/16; 10/11/17
Orig. Code: JEC

Admissions

The Board is committed to providing an educational program for all students living in the district. The Board believes all students living in the district who have not completed 12 years of education should regularly attend a public full-time school and be included in the available educational programs.

Students residing within the district's boundaries, are eligible to attend the district schools. Compulsory attendance is established by state statute with provision for exceptions under specified conditions.

In compliance with state statutes, all students registering for the first grade must be six years of age on or before September 1 of the school year for which they are registering. All students registering for kindergarten must be five years of age on or before September 1 of the school year for which they are registering. Exceptions to these age requirements are allowed by board policy JEBA - Early Entrance, and administrative regulation JEBA-AR – Early Entrance into Kindergarten/First Grade.

Students between the ages of 5 and 18 who are not legally emancipated or wards of a public agency shall be considered resident for school purposes in the district in which their parents or guardian reside.

All new students must register in the office of the school of residence or as directed. Students enrolled in the district shall comply with Oregon laws related to age, residence, health, attendance, and immunization.

Students located in the district shall not be excluded from admission solely because the student does not have a fixed, regular and adequate nighttime residence or solely because the student is not under the supervision of a parent.

Students located in the district shall not be excluded from admission where they are otherwise eligible, not receiving special education, and they have not yet attained the age of 19 prior to the beginning of the current school year.

The district may admit an otherwise eligible person who is not receiving special education and who has not yet attained 21 years of age prior to the beginning of the current school year if the person is shown to be in need of additional education in order to receive a high school diploma or a modified diploma.

Students have a right to attend the neighborhood school which is within the attendance boundaries of which they are also resident. This right does not supersede the district's right to place students at another neighborhood school when overcrowding exists or when a different placement is considered to be in the best interest of students.

Students who attend a district school on an interdistrict transfer or were admitted prior to 2019 through open enrollment are considered residents of the district.

Students living in the district who have attained the age of majority are considered residents of the district unless the student has transferred to another district via interdistrict transfer or open enrollment.

Minor students living with a parent or guardian who resides in the district are considered residents of the district unless the student has transferred to another district via interdistrict transfer or open enrollment.

Students who are in foster care¹ and who are placed in the district are residents of the district of origin, unless the court determines that attending in the district of residence is in the best interest of the student.

Students who are military children² are considered resident of the district, if the district is the district of military residence³ for the military child. Parents of military students must provide proof of residency within 10 days after the date of military transfer or pending transfer indicated on the official military orders.

Students whose parent or guardian voluntarily placed the child outside the child’s home with a public or private agency and who is living in a licensed, certified or approved substitute care program, and whose residency is established pursuant to Oregon Revised Statute (ORS) 339.134.

END OF POLICY

Legal Reference(s):

[ORS 327.006](#)
[ORS 336.092](#)
[ORS 339.010](#)
[ORS 339.115](#)

[ORS 339.125](#)
[ORS 339.133](#)
[ORS 339.134](#)
[ORS 339.139](#)

[ORS 433.267](#)
[OAR 581-022-2220](#)

Illegal Immigration and Immigrant Responsibility Act of 1996, 8 U.S.C. §§ 1101, 1221, 1252, 1324, 1363, 1367 (2018).
McKinney-Vento Homeless Assistance Act, Subtitle VII-B, reauthorized by Title IX-A of the Every Student Succeeds Act (ESSA), 42 U.S.C. §§ 11431, 11434a (2012).

Corrected 6/01/22

¹ “Foster care” does not mean care for children whose parent or guardian voluntarily placed the child outside the child’s home with a public or private agency and for whom the child’s parent or guardian retains legal guardianship.

² “Military child” means a child who is in a military family covered by the Interstate Compact on Educational Opportunity for Military Children, as determined under rules adopted by the State Board of Education.

³ “School district of military residence” means the school district in which 1) the family of a military child intends to reside as the result of a military transfer; or 2) if the school district in which the family intends to reside is unknown, the school district in which the military installation identified in the official military order is located.



Code: JECA
Adopted: 1/04/07
Revised/Readopted: 6/09/10; 8/14/13; 6/13/18
Orig. Code: JECA

Admission of Resident Students

Resident School-age students may be admitted under the following conditions:

1. A school-age student who lives live within the district attendance area between the ages of 5 and 19 shall be allowed to attend school without paying tuition.
2. A student Students who turn turn 19 years of age during the school year shall continue to be eligible for a free and appropriate public education for the remainder of the school year.
3. The Board board may admit an otherwise eligible student students who is have not receiving special education and who has have not yet attained 21 years of age prior to the beginning of the current school year if the student is they are shown to be in need of additional education in order to receive a diploma or a modified diploma. This student These students may attend school without paying tuition for the remainder of the school year.
4. The Board board shall admit an otherwise eligible student students who has have not yet attained age 21 prior to the beginning of the current school year if the student is receiving special education services and:
 - a. Has not yet received a regular high school diploma or a modified diploma; or
 - b. Has received a modified diploma, an extended diploma or an alternative certificate.
5. A student with disabilities shall be considered a resident in which the child's parent or guardian resides under criteria identified in Students whose parent or guardian voluntarily placed the child outside the child's home with a public or private agency and who is living in a licensed, certified or approved substitute care program, and whose residence is established pursuant to Oregon Revised Statute (ORS) 339.134.
6. Students with disabilities voluntarily placed outside the home of their parent or guardian may continue to attend the school the student was attending prior to the placement as a district resident when the student's parent or guardian and school staff can demonstrate it is in the student's best interest.

- 7.6. Students who are military children¹ are considered resident of the district, if the district is the district of military residence² for the military child. Parents of military students must provide proof of residency within 10 days after the date of military transfer or pending transfer indicated on the official military order.
- 8.7. The Board ~~board~~ will deny regular school admission to a student~~students~~ who ~~has~~ have become a resident student~~residents~~ and who ~~is~~ are under expulsion from another ~~school~~ district for reasons **other than** a weapons policy violation.
- 9.8. The Board ~~board~~ shall deny, for at least one calendar year from the date of the expulsion, regular school admission to a student~~students~~ who ~~has~~ have become a resident student~~residents~~ and who ~~is~~ are under expulsion from another ~~school~~ district for a weapons policy violation.
- 10.9. The Board ~~board~~ will not provide alternative programs of instruction to a student~~students~~ expelled for a weapons policy violation.

END OF POLICY

Legal Reference(s):

[ORS 109.056](#)
[ORS 327.006](#)
[ORS 339.115](#)

[ORS 339.133](#)
[ORS 339.134](#)
[ORS 433.267](#)

[Senate Bill 802 \(2019\)](#)
[Senate Bill 905 \(2019\)](#)

Corrected 6/01/22

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

² “School district of military residence” means the school district in which 1) the family of a military child intends to reside as the result of a military transfer; or 2) if the school district in which the family intends to reside is unknown, the school district in which the military installation identified in the official military order is located.



Code: JECAC/GBH
Adopted: 6/13/18
Orig. Code: JECAC/GBH

Staff/Student/Parent Relations**

The Board encourages parents to be involved in their student’s school educational activities and, unless otherwise ordered by the courts, an order of sole custody on the part of one parent shall not deprive the other parent of the following authority as it relates to:

1. Receiving and inspecting their student’s education records and consulting with school staff concerning the student’s welfare and education, to the same extent as provided the parent having sole custody;
2. Authorizing emergency medical, dental, psychological, psychiatric or other health care for the student if the custodial parent is, for practical reasons, unavailable.

It is the responsibility of the parent with sole custody to provide any court order or parental plan that curtails the rights of the noncustodial parent at the time of enrollment or any other time a court order is issued.

~~Unless provided by court order or a parental plan, a student shall not be released to the noncustodial parent, nor shall the noncustodial parent be granted visitation or phone access during the school day.~~

In the case of joint custody, the district will adhere to all conditions specified and ordered by the court. ~~The district may request in writing any special requests or clarifications in areas concerning the student and the district’s relationship and responsibilities.~~

The district will use reasonable methods to identify and authenticate the identity of both parents.

END OF POLICY

Legal Reference(s):

[ORS 107.101](#)
[ORS 107.102](#)

[ORS 107.106](#)
[ORS 107.154](#)

[ORS 109.056](#)
[ORS 163.245 - 163.257](#)

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2012); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2017).
Protection of Pupil Rights, 20 U.S.C. § 1232h (2012); Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. Part 98 (2017).

Corrected 6/01/22



Code: JECB-AR(1)
Revised/Reviewed: 2/09/11; 5/14/14; 4/08/15;
9/09/15; 3/04/19; 12/15/21
Orig. Code: JECB-AR(1)

Admission of Nonresident Students/Interdistrict Transfers

Parents or guardians desiring an exception to their students' enrollment in their resident district will file an Interdistrict Transfer Application with the Reynolds School District.

Nonresident students may be admitted with tuition, with the exception of students who become "resident pupils" by one of the following methods:

1. By written consent of affected school boards (interdistrict transfer);
2. An ~~foreign~~ exchange student attending a ~~district school~~ on a Board approved Exchange Program;
3. A court ~~placement order~~.

The amount of tuition will be established by July of each year. Each admitted tuition paying student will be charged the same amount of tuition.

When an interdistrict transfer request is approved, the parent or guardian will be responsible for transportation of the student to and from the requested school. Transportation will be provided if required by federal law.

~~Consent for~~ Admission of a ~~Of~~ Nonresident Student ~~by~~ Interdistrict Transfer

Interdistrict applications will be approved through graduation.

A student, attending on an ~~interdistrict transfer~~, whose legal residence changes to a different school district, may continue through the school year. Students who move over the summer are allowed to stay the following school year. Continuation beyond these exceptions requires a new application; priority consideration may be given to students who have siblings currently enrolled or were previously approved as an inter-district transfer student.

Parents or guardians may request that a transfer be rescinded at any time. Such requests will be effective at the end of the semester in which they are received unless the principals involved and the district administration agree to implement the request sooner.

Athletic eligibility for inter-district transferred students will be governed by OSAA guidelines.

Resident students will have the first opportunity to request an intradistrict transfer prior to the placement for a nonresident student to a specific school.

There will be one transfer window where applications are accepted and reviewed for the next school year.

Applications Accepted:
May 1 - June 15

Notification to Parents/Guardians:
By July 20

There will be one transfer window where applications are accepted for a semester transfer:

November 15 - December 31

Applications will only be considered valid during the transfer window in which they were submitted. A new application for transfer must be submitted for each transfer window until the transfer is approved.

Transfers will only be made at the beginning of the semester. Exceptions to this rule can be made only by the superintendent or designee.

If the number of applications exceeds the number of admission to be given, an equitable lottery process will be used to determine admission at the end of each application window. The lottery process may give priority to applicants who currently have siblings enrolled in the district. Priority cannot be given over an intradistrict transfer request.

By July 20, prior to the next school year, the district shall provide written notification of the student receiving admission to the district where the student's legal residence is located.

Principals may meet with district staff to review and discuss pending student transfers prior to parent notification. The Assistant Superintendent or designee will be responsible for approving, denying or holding transfer requests.

Transfer decisions cannot consider nor ask for any information from the student about race, religion, sex, sexual orientation, gender identity, ethnicity, national origin, disability, health, whether a student has an individualized education program (IEP) or the terms of that IEP, identified as talented and gifted, income level, residence, proficiency in English, athletic ability, or academic records.

The district may not request or require the student to participate in an interview, tour any of the schools or facilities, or otherwise meet with any representatives of the school or district prior to the district deciding whether to give consent.

Once a student has been given admission, the student is considered a resident for all educational programs and remains a resident of the district until the student:

1. Graduates from high school;
2. Is no longer required to be admitted to the school district under ORS 339.115;
3. Enrolls in a school in a different district; or
4. The transfer is revoked due to failure to maintain minimum standards of attendance or behavior, defined as:
 - a. Attendance below 90 percent in a grading period; and/or
 - b. Any behavior that results in suspension or expulsion; and/or
 - c. Repeated violations of the district or school student code of conduct.

If a transfer request is denied, a parent/guardian may appeal the decision by submitting a letter~~an appeal~~ to the superintendent. ~~Decision a~~ Appeals must be received by the district office within 30 days after the parent/guardian received the first transfer denial. The superintendent will ~~have 20 days to~~ respond to the appeal and return ~~their a~~ decision to the parent/guardian within 20 days of receipt of the appeal.

Corrected 6/01/22



Code: JECB-AR(2)
Revised/Reviewed: 10/11/17
Orig. Code: JECB-AR(2)

Mutual Agreement - "Resident Pupil" **

(This form cannot be used as an application form for an interdistrict transfer request; it is presented for use as an Interdistrict Transfer Agreement after consent by both affected boards has been established.)

"Resident pupil" shall be defined as a student whose legal residence is not within the boundaries of the district reporting the student, but who attends school in the district with written consent of the affected school district boards.

Resident District

The _____ (name of sending district) hereby agrees to allow _____ (name of student) to become a "resident pupil" in the _____ (name of receiving district) effective _____ (date).

Attending District

The _____ (name of receiving district) hereby agrees to accept _____ (name of student) as a "resident pupil" in the _____ (name of receiving district) effective _____ (date) through _____.

During such time as the "resident pupil" is given admission to the attending district, the attending district shall have all responsibility for ensuring that the parents and the student are afforded all special education rights and procedural safeguards under state and federal law.

Resident District

Superintendent or designee

Date

Attending District

Superintendent or designee

Date

Parent/Guardian

Date

Reviewed 6/01/22



Code: JECB-AR(3A)
 Revised/Reviewed: 4/15/14; 10/17/14; 10/11/17
 Orig. Code: JECB-AR(3A)
 (Open enrollment sunset in 2020.)

Request for Nonresident Student Admission – Open Enrollment

Use this form if you live outside the Reynolds School District and wish to apply to attend a Reynolds school thru graduation.

		Date of Birth
Student Legal Last Name	Student Legal Last Name	Student Legal Middle Name
Parent/Guardian Last Name	Parent/Guardian First Name	Parental relationship to student
<i>Results will be mailed to this address</i>		Parent/Guardian Primary Phone
Street _____		Parent/Guardian Secondary Phone
Apartment Complex _____		Email Contact
Apartment # _____		
City _____		
State _____ Zip _____		

OSAA students will need to contact OSAA at 503.682.6722 for guidance on athletics and activity eligibility.

Grade Level in 20__ - 20__	Home School

SCHOOL REQUESTING: Please ✓ one Transportation will be limited to the current bus routes within our district boundaries.		
ELEMENTARY SCHOOL <input type="checkbox"/> Alder <input type="checkbox"/> Salish <input type="checkbox"/> Davis <input type="checkbox"/> Sweetbriar <input type="checkbox"/> Fairview <input type="checkbox"/> Troutdale <input type="checkbox"/> Glenfair <input type="checkbox"/> Wilkes <input type="checkbox"/> Hartley <input type="checkbox"/> Woodland <input type="checkbox"/> Margaret Scott	MIDDLE SCHOOL <input type="checkbox"/> H.B. Lee Middle <input type="checkbox"/> Reynolds Middle <input type="checkbox"/> Walt Morey Middle	HIGH SCHOOL <input type="checkbox"/> Reynolds High <input type="checkbox"/> Reynolds Learning Academy West

DEADLINE: APRIL 1ST BY 4:30 P.M.

Parent/Guardian Signature _____

Date _____

If my child is admitted, I hereby authorize the release of the student educational records to the requested district and certify that I am the parent or guardian in legal custody of the student.

Applications will be accepted at the Reynolds Administration Office only. Submit by mail, fax, scanned email or in person.

Reynolds School District, Attn: Open Enrollment
 1204 NE 201st Avenue
 Fairview, OR 97024

Inquiries and scanned applications to:
RSD Reception
 transfers@rsd7.net

Phone: 503.661.7200
Fax: 503.667.6932

Final Results

Open Enrollment Granted No Availability Wait List Lottery Number _____

Authorizing Signature _____ Date _____

Reviewed 6/01/22



Code: JECB-AR(4A)
 Revised/Reviewed: 4/15/14; 10/17/14; 9/09/15;
 10/11/17
 Orig. Code: JECB-AR(4A)

(district has online process; do not need a written form)

Request for Nonresident Student Admission – Interdistrict Transfer

Use this form if you live in the Reynolds School District and wish to apply for a transfer out and attend another district.

State Student ID#	District ID#	Date of Birth
Student Legal Last Name	Student Legal Last Name	Student Legal Middle Name
Parent/Guardian Last Name	Parent/Guardian First Name	Parental relationship to student
Parent/Guardian Primary Phone	<i>Results will be mailed to this address</i> Mailing Street Address _____ Apartment Complex _____ Apartment # _____ City _____ State _____ Zip _____	
Parent/Guardian Secondary Phone		
Email Contact		

OSAA students will need to contact OSAA at 503.682.6722 for guidance on athletics and activity eligibility.

Grade Level in 20__ -20__	Home School	Last School Attended	

Open APRIL 2ND – SEPTEMBER 3RD

Is your student currently under expulsion? Yes No
 If yes, what was the reason? _____

Parent/Guardian Signature _____ Date _____

Final Action of Reynolds School District

Authorizing Signature _____	Approved <input type="checkbox"/>	Denied <input type="checkbox"/>	Date _____
Appeal _____	Approved <input type="checkbox"/>	Denied <input type="checkbox"/>	Date _____

Transportation is not provided for approved transfers.

If my child is admitted, I hereby authorize the release of the student educational records and certify that I am the parent or guardian in legal custody of the student.

Parent/Guardian Signature _____ Date _____

- I agree to abide by Reynolds School District policy JECB - Admission of Nonresident Students.
- I agree to abide by Reynolds School District Policy JECBB - Interdistrict Transfers

Applications will be accepted at the Reynolds Administration Office only. Submit by mail, fax, scanned email or in person.

Reynolds School District, Attn: Open Enrollment Transfers 1204 NE 201 st Avenue Fairview, OR 97024	Inquiries and scanned applications to: RSD Reception transfers@rsd7.net Phone: 503.661.7200 Fax: 503.667.6932
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Corrected 6/01/22



Code: JECB-AR(4B)
 Revised/Reviewed: 4/15/14; 10/17/14; 9/09/15;
 10/11/17
 Orig. Code: JECB-AR(4B)

(district has online process; do not need a written form)

Request for Nonresident Student Admission – Interdistrict Transfer

Mid-Year Move Form

Use this form if your student wants to enroll in a Reynolds school.

		Date of Birth
Student Legal Last Name	Student Legal Last Name	Student Legal Middle Name
Parent/Guardian Last Name	Parent/Guardian First Name	Parental relationship to student
Parent/Guardian Primary Phone	<i>Results will be mailed to this address</i>	
Parent/Guardian Secondary Phone	Mailing Street Address _____	
Email Contact	Apartment Complex _____	Apartment # _____
	City _____	State _____ Zip _____

Grade Level in 20__-20__	Requesting School	Requesting District
Requesting Admittance for _____ School Year.	OSAA students will need to contact OSAA at 503.682.6722 for guidance on athletics and activity eligibility.	

Is your student currently under expulsion? Yes No
 If yes, what was the reason? _____

If my child is admitted, I hereby authorize the release of the student educational records to Reynolds School District and certify that I am the parent or guardian in legal custody of the student.

Parent/Guardian Signature _____ Date _____
OPEN SEPTEMBER 4TH – JUNE 10TH

Authorizing Signature _____	Approved <input type="checkbox"/>	Denied <input type="checkbox"/>	Date _____
Appeal _____	Approved <input type="checkbox"/>	Denied <input type="checkbox"/>	Date _____

Applications will be accepted at the Reynolds Administration Office only. Submit by mail, fax, scanned email or in person.

Reynolds School District, Attn: Open Enrollment 1204 NE 201 st Avenue Fairview, OR 97024	Inquiries and scanned applications to: RSD Reception transfers@rsd7.net	Phone: 503.661.7200 Fax: 503.667.6932
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Corrected 6/01/22



Code: JECB-AR(5)
 Revised/Reviewed: 4/15/14; 10/17/14; 10/11/17
 Orig. Code: JECB-AR(5)

Request for Nonresident Student Admission – Tuition Students

Use this form if your student resides out-of-state or is unable to gain permission from the resident district.

		Date of Birth
Student Legal Last Name	Student Legal Last Name	Student Legal Middle Name
Parent/Guardian Last Name	Parent/Guardian First Name	Parental relationship to student
Parent/Guardian Primary Phone	<i>Results will be mailed to this address</i>	
Parent/Guardian Secondary Phone	Mailing Street-Address _____	
	Apartment Complex _____	Apartment # _____
Email Contact	City _____	State _____ Zip _____

Grade Level in 20__-20__	Requesting School	Requesting District	

OSAA students will need to contact OSAA at 503.682.6722 for guidance on athletics and activity eligibility.

OPEN YEAR ROUND

Is your student currently under expulsion? Yes No
 If yes, what was the reason? _____

I hereby certify that the information I have provided is true and I understand that falsely responding to any of the questions herein will result in denial and/or revocation of this application. If my child is admitted, I hereby authorize the release of the student educational records to the requested district and certify that I am the parent or guardian in legal custody of the student.

Parent/Guardian Signature _____ Date _____

Final Action of Reynolds School District

Authorizing Signature _____	Approved <input type="checkbox"/>	Denied <input type="checkbox"/>	Date _____
Appeal _____	Approved <input type="checkbox"/>	Denied <input type="checkbox"/>	Date _____

Final Action of Nonresident District (OPTIONAL)

Authorizing Signature _____ Date _____

Approved Denied

Applications will be accepted at the Reynolds Administration Office only. Submit by mail, fax, scanned email or in person.

Reynolds School District, Attn: Open Enrollment
 1204 NE 201st Avenue
 Fairview, OR 97024

Inquiries and scanned applications to:
RSD Reception
 transfers@rsd7.net

Phone: 503.661.7200
 Fax: 503.667.6932

Corrected 6/01/22



Code: JECBA
Adopted: 1/04/07
Readopted: 6/09/10
Orig. Code: JECBA

Admission of Exchange Students

In the interest of furthering better understanding and improving human relations among district students and youth from all parts of the world, the Board encourages the high school(s) to participate in student foreign-exchange programs.

Exchange students must meet the regulations and expectations of local students, including the immunization requirements.

A high school diploma may be awarded at regular commencement exercises to all foreign exchange students who successfully meet the necessary academic requirements during the year in which they attend.

Exchange students will be encouraged to participate in all student activities and will be eligible to participate in interscholastic athletics, provided academic requirements and Oregon School Activities Association criteria are met.

The Board authorizes the principal to limit the number of exchange students in a given year.

Privately sponsored exchange students on an F-1 Visa may only attend secondary schools within the district and are required to pay tuition at the established district rate. The period of attendance may not exceed 12 months.

Exchange students attending district schools on a J-1 Visa as part of a group-sponsored program are not required to pay tuition.

END OF POLICY

Legal Reference(s):

[ORS 339.133](#)

[ORS 433.267](#)

[OAR 581-022-2000](#)

Illegal Immigration and Immigration Reform Act of 1996, 8 U.S.C. §§ 1101, 1221, 1252, 1324, 1363, 1367 (2012).

Corrected 6/22/22



Code: JECBA-AR
Revised/Reviewed: 1/04/07; 6/09/10
Orig. Code: JECBA-AR

Admission of Foreign-Exchange Students

Prerequisites

1. State department guidelines stipulate that a group-sponsored student must obtain school approval and family placement before leaving their/his/her home country.
2. ~~Exchange Foreign~~ students attending district schools through group-sponsored exchange programs must obtain a "J-1" Visa from the U.S. Citizenship and Department of Immigration Services and Naturalization Service which they must show upon registration. Approved group-sponsored exchange programs are those designated by the United States Information Agency and officially recognized by the Board. ~~Foreign-Exchange~~ students on a J-1 Visa are not required to pay tuition.
3. ~~Exchange Foreign~~ students attending district schools through private sponsorship must obtain an "F-1" Visa and prior approval required by the U.S. Citizenship and Immigration Services and Naturalization Service. Pursuant to federal law, ~~exchange foreign~~ students on an "F-1" Visa may only attend secondary schools within the district and are required by law to pay the district's established tuition rate for the period of attendance. The period of attendance may not exceed 12 months.
4. The student or sponsoring organization will provide all dues and fees.

Program Guidelines

1. The principal may limit the number of exchange students from ~~foreign other~~ countries in a given year.
2. Candidates will be accepted from ~~foreign~~ exchange programs at the discretion of the building administrator.
3. Students may be accepted from short-term programs at the discretion of the building administrator.
4. All potential organizations or individuals will obtain approval from the high school administrator by July 1 for the coming school year. Applications may not be accepted after July 1.
5. The high school administration reserves the right to terminate attendance if the student does not comply with the high school academic/behavioral standards that apply to that student.
6. Counselors will review an appropriate course of study and will recommend appropriate course of study and will recommended appropriate classes and grade level placement. An ~~foreign-exchange~~ student enrolled in the 12th grade will received an honorary Reynolds High School diploma, unless his/hers/their prescribed course of study includes completion of requirements for a standard diploma. All full-year students may participate in graduation ceremonies regardless of diploma received.

Corrected 6/22/22



Code: JECBB
Adopted: 10/11/17
Orig. Code: JECBB

Intradistrict Transfer Students

With the superintendent's approval, the district may grant the request of a resident student to attend another school in the district, provided the receiving school agrees to that request.

Students who attend a district school identified as persistently dangerous, or who are victims of a violent criminal offense occurring in or on the grounds of the school the student attends, may transfer to a safe public school in the district, including transfer to a public charter school in the district.

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

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

[ORS 339.133](#)

[OAR 581-021-0045](#)

Every Student Succeeds Act, 20 U.S.C. § 7912 (2012).

Corrected 6/22/22



Code: JECBB-AR
Revised/Reviewed: 4/15/14; 10/17/14; 10/11/17;
3/04/19; 12/15/21
Orig. Code: JECB-AR(3B)

Intradistrict (“Area Exception”) Transfers

Parents desiring an exception to their student’s enrollment at the designated neighborhood school will complete an In-District Transfer application.

There will be one transfer window where applications are accepted for the next school year.

May 1 – June 15 with notification by mail on July 20

There will be one transfer window where applications are accepted for a semester transfer.

November 15 - December 31

The following in-district transfer requests will be given priority:

1. Those recommended by school administrators and superintendent or designee due to special circumstances, i.e. students who are victims of a violent criminal offense occurring in or on the grounds of the school the student attends, academic, program, social, or facility needs.
2. Students coming from another district school that is identified as persistently dangerous by the Oregon Department of Education, and
3. Students from a district Title I school that has been identified under the Every Student Succeeds Act as in need of improvement, corrective action or restructuring, with priority to the lowest achieving students who are economically disadvantaged, as required by law.
4. Students who will have a sibling currently enrolled at the requested school and submit their transfer request prior to the May lottery.

In-district transfer requests will not be accepted or considered for approval when:

1. A request is submitted outside of the established transfer windows; or
2. The request is for a transfer that has previously been denied for the current school year at the requested building due to attendance, behavior or academic issues.

All other valid in-district transfer requests for the ensuing year which are submitted during the May 1 – June 15 application window have equal opportunity for consideration of approval. A lottery system will be used to rank these requests by grade level for each school to determine the order in which they will be approved.

Applications will only be considered valid during the transfer window in which they were submitted. A new application for transfer must be submitted for each transfer window until the transfer is approved.

Both the home school and the receiving school principals will be contacted by the superintendent's designee to discuss the current and/or projected enrollment, the number of classrooms, the staff/student ratio, the history of late enrollments by resident students and special consideration to determine the capacity. Transfers which cause a class to be overcrowded should not be approved.

Principals may meet with district staff to review and discuss pending student transfers prior to parent notification. The Assistant Superintendent or designee will be responsible for approving, denying or holding transfer requests.

Unless otherwise noted, when a student transfer is approved, the parent will be responsible for transportation of the student to and from the requested school, but transfer students may be allowed to use a district bus according to the rules for Transportation Area Exception.

Student transfers may be revoked or denied for the following reasons:

1. Overcrowding at the requested building;
2. Fails to maintain minimum standards of attendance, behavior, or academics:
 - a. Attendance below 90 percent in a grading period or failure to maintain appropriate pick-up time, and/or
 - b. Any behavior that results in suspension or expulsion, and/or
 - c. Repeated violations of the school or district student code of conduct.

Final approval for the revocation of a transfer will occur by the Assistant Superintendent or designee after a review of school efforts to help the student be successful. Revocation will occur at semester break unless otherwise considered to be in the best interest of the student.

Once a student's transfer has been approved, he/she can continue at the requested school, provided space is available, until the transfer is revoked. It is not necessary for the parent to reapply each year to continue at the requested school, or to continue to the same middle school in the feeder pattern from the requested elementary. When a student is promoted from elementary to middle school, the student will be enrolled in the school in the attendance area of the requested school.

Should overcrowding occur, transfers will be rescinded in the reverse order of approval date by grade level. Students may remain at their current school if it is considered to be in the best interest of the student upon district administrative review.

Parents may request that a transfer be rescinded at any time. Such requests will be effective at the end of the semester/trimester in which they are received unless the principals involved and the district administration agree to implement the request sooner.

If a transfer request is denied, a parent/guardian may appeal the decision by submitting a letter to the Superintendent. Decision appeals must be received by the district office within 30 days after the parent/guardian received the first transfer denial. The Superintendent will have 20 days to respond to the appeal and return their decision to the parent/guardian.

High school extra-curricular activity eligibility for transfer students will be governed according to OSAA rules and guidelines.

Receiving schools will be notified of IDEA eligibilities, to include IDEA referrals, for all students requesting a transfer. The IEP team(s) will review the student's IEP to insure program delivery in the new setting.

Appeals for reconsideration of transfers which have not been approved will follow the public complaints Board policy – KL – Public Complaints.

Corrected 6/22/22



Code: JECBD-AR
Adopted: 2/11/10
Revised/Readopted: 10/11/17
Orig. Code: JECBD-AR

Homeless Students Procedures**

Definitions

1. “Enrollment” means attending classes and participating fully in school activities.
2. “School of origin” means the school that a student attended when permanently housed or the school in which the student was last enrolled.

When the student has completed the final grade served by the school of origin, the term “school of origin” shall include the designated receiving school at the next grade level for all feeder schools.

3. “Homeless student” means individuals who lack a fixed, regular and adequate nighttime residence and includes:
 - a. Students who are sharing the housing of other persons due to loss of housing, economic hardship or a similar reason; are living in motels, hotels, trailer parks or camping grounds due to lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
 - b. Students who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
 - c. Students who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations or similar settings; and
 - d. Migratory students who qualify as homeless because the students are living in circumstances described in a.-c.
4. “Unaccompanied student” includes a student not in the physical custody of a parent or guardian.

Assignment to School

The district shall, according to the student’s best interest, continue the student’s education in the school of origin for the duration of homelessness, or enroll the student in a district school that nonhomeless students who live in the attendance area in which the student is actually living are eligible to attend.

In determining the best interest of the student, the district shall:

1. Presume that keeping the homeless student in their school of origin is in their best interest, unless doing so is contrary to the request of the student’s parent or guardian;

2. Provide a written explanation, including a statement regarding the right to appeal, if the district sends a homeless student to a school other than the school of origin or a school requested by the parent or guardian;
3. Ensure that the district's liaison helps with placement or enrollment decisions for an unaccompanied student and considers the request of the student, and provides a notice of the right to appeal on placement and enrollment decisions.

Enrollment

The district shall immediately enroll the student in the school selected even if the student is unable to produce records normally required for enrollment, such as academic records, medical records, proof of residency or other documentation.

The district shall immediately contact the school last attended to obtain relevant academic and other student records.

If the student needs to obtain immunizations, or immunization or medical records, the district shall immediately refer the parent or guardian to the district's liaison, who will help in obtaining necessary immunizations, screenings or records.

A student shall be granted enrollment even if he or she has missed application or enrollment deadlines during any period of homelessness.

Records

Any records ordinarily maintained by the district, including immunization or medical records, academic records, birth certificates, guardianship records and evaluations for special services or programs, shall be maintained so that the records are available, in a timely fashion, when a homeless student enters a new school or district, consistent with state and/or federal law.

Enrollment Disputes

If a dispute arises over school selection, enrollment or eligibility, the student shall be immediately admitted to the school requested, pending resolution of the dispute.

The parent or guardian of the student shall be provided with a written explanation of the district's decision regarding school selection, including the rights of the parent, guardian or student to appeal the decision through the McKinney-Vento Act dispute resolution and appeal process, including final appeal to the Oregon Department of Education (ODE) State Coordinator.

The student, parent or guardian shall be referred to the district's liaison, who shall ensure the resolution process is carried out as expeditiously as possible. In the case of an unaccompanied student, the district's liaison shall ensure the student is immediately enrolled in school pending the resolution of the dispute.

Services

Each homeless student shall be provided with services comparable to services offered to other students, including the following:

1. Transportation services;
2. Education services for which the student is eligible, such as:
 - a. Title **IAI**¹;
 - b. Special education;
 - c. Programs for English Learners;
 - d. Career and technical education;
 - e. Talented and gifted programs.
3. School nutrition programs.

Coordination

The district shall coordinate the provision of services to homeless students with local social service agencies; and other agencies or programs providing services to homeless students and their families. Services will also be provided in cooperation with other districts on interdistrict issues; such as transportation, transfer of school records and issues concerning appropriate credit for full or partial course work completed at a prior school to ensure that homeless students have access to available educational and related services.

District Liaison

The district's liaison shall ensure that:

1. Homeless students are identified;
2. Homeless students enroll in and have a full and equal opportunity to succeed in district schools;
3. Homeless families and students have access to and receive educational services through Head Start, Early Intervention and preschool services;
4. Homeless families and students receive educational services for which they are eligible, and referrals to health care services, dental services, mental health service and other appropriate services;
5. Parents of homeless students are informed of the educational and related opportunities available to the students and are provided with meaningful opportunities to participate in the education of their students;
6. Public notice of the educational rights of homeless students is distributed where such students receive services (e.g., schools, shelters, public libraries and soup kitchens);
7. Enrollment disputes are mediated through the McKinney-Vento Act dispute resolution procedures;
8. The parents of homeless students, or any unaccompanied student, is fully informed of all transportation services, including transportation to the school of origin, and is assisted in accessing transportation to the school selected;

¹ All homeless students are automatically eligible for Title **IAI** services, regardless of their current academic performance.

9. School personnel, service providers and advocates working with homeless students and their families are informed of the liaison's duties.

The district's liaison shall coordinate and collaborate with the ODE state coordinator, community and school personnel responsible for the provision of educational and related services to homeless students.

Corrected 6/22/22



Code: JECDA
 Adopted: 1/04/07
 Revised/Readopted: 6/09/10; 10/11/17
 Orig. Code: JECDA

Transcript Evaluation

The district recognizes the importance of transcript evaluation to determine the value of ~~credit~~ credit earned, number of years of school attendance and placement for students transferring to district schools from other public, private or alternative schools or a Department of Defense Education Activity (DoDEA) school, ~~private or alternative schools~~ including those who have been receiving homeschool-based courses, online or other distant learning methods.

Transfer credits and attendance may be accepted or rejected at the discretion of the district consistent with Oregon ~~law~~ Administrative Rules. Validation of credit may be required.

The superintendent will develop administrative regulations to implement this policy.

END OF POLICY

Legal Reference(s):

[ORS 326.565](#)

[OAR 581-021-0210](#)
[OAR 581-021-0220](#)

[OAR 581-022-2025](#)

10 U.S.C. §§ 1209, 1211 (2012).
 32 U.S.C. § 502(f) (2012).

Corrected 6/22/22



Code: JECDA-AR
Revised/Reviewed: 6/09/10; 10/11/17
Orig. Code: JECDA-AR

Transcript Evaluation Procedures

The principal or designee will conduct an evaluation of transfer student transcripts and other documentation as may be required to: determine the value of course credits earned; acceptance or rejection of credit and grades; the number of years of school attendance or equivalent; and subsequent placement of students in district schools.

Awarding of Credits

1. Students, including dependents of an active duty or deployed member in the uniformed service of the United States, transferring from a standard Oregon public school, ~~or another state's standard school,~~ or a Department of Defense Education Activity (DoDEA) school, will receive credit for previously completed courses and attendance on the same basis credit and attendance are accepted for such courses completed in district schools ~~consistent with Oregon Administration Rule (OAR) 581-022-2025.~~
2. Students transferring from another ~~district-~~district's approved alternative education program or a private alternative education program registered with the Oregon Department of Education (ODE) or other state's department of education will receive credit for previously completed courses and attendance on the same basis credit and attendance are accepted for such courses completed in district schools ~~consistent with OAR 581-022-2025.~~
3. Students transferring from an alternative education program not registered as provided above, may receive credit for those courses that have the same or substantially similar course content and hours of instruction as existing district courses. ~~consistent with OAR 581-022-2025.~~
4. Students transferring from an accredited private school will receive credit for previously completed courses and attendance on the same basis credit and attendance are accepted for such courses completed in district schools ~~consistent with OAR 581-022-2025.~~

Credits earned for classes of a sectarian nature will not be accepted. Students may be required to submit course descriptions, or other documentation as may be deemed necessary, to determine whether a course is primarily sectarian in nature.

5. Students transferring from a nonaccredited private school may receive credit for those courses that have the same or substantially similar course content and hours of instruction as existing district courses ~~consistent with OAR 581-022-2025.~~
6. Students transferring from a ~~homeschool-based~~ ~~course~~ ~~course~~ under Oregon Revised Statute (ORS) 339.035, online or other ~~distance~~ ~~istant~~ learning may receive credit for previously completed course work and attendance by:

- a. Successfully passing an appropriate challenge exam;
- b. Providing portfolio/work sample evidence which demonstrates equivalent knowledge or skill;
- c. Providing documentation of prior learning activities or experiences (e.g., certification of training, hours of instruction, letters, etc.).

Credit approval will be granted only when the student has demonstrated by clear and convincing evidence that he/she has achieved the same level of knowledge or skill as would have been accomplished by successful completion of the district course(s) for which credit has been requested, ~~consistent with OAR 581-022-2025.~~

7. Students may be required to submit course descriptions or other documentation as deemed necessary, including hours of instruction, to assist district officials in determining credit and attendance to be accepted. Such information may be gathered by phone.

Validation of Credit

1. The district may, at its discretion, require validation of credit from students transferring from nonaccredited schools and nonregistered alternative programs, by requiring that the student complete an assessment or provide equivalent portfolio/work sample evidence ~~consistent with OAR 581-022-2025.~~
2. The district may conditionally accept credit from students transferring from nonaccredited schools and nonregistered alternative programs, ~~consistent with OAR 581-022-2025.~~ Students not meeting course requirements at the four-week mark, may be required to undergo further written or oral assessment.
3. Students unable to validate credit will be scheduled/rescheduled at the appropriate grade/course level and the credit(s) in question denied.

Grade-Level Placement

Students will be placed in the grade level or course best suited to their needs, based on the district's evaluation of the student's transcript and/or other documentation, assessment, portfolio/work sample evidence, etc., as may be required by the district.

If the student is unable to provide appropriate documentation, the principal or designee will make the grade level determination based upon district-administered assessment(s) as deemed appropriate.

Grades/GPA Academic Awards

1. Students transferring from the following programs may receive, subject to procedures established by the district, the grades/GPA value earned from the student's previous school(s), program(s) for purposes of determining a student's cumulative GPA, academic recognition and awards (e.g., Top 10, valedictorian, salutatorian, etc.):
 - a. Standard Oregon schools, ~~and other states' standardized schools or a Department of Defense Education Activity (DoDEA school) schools;~~
 - b. Another district's approved alternative program;
 - c. A private alternative program registered with ODE or another state's department of education;
 - d. An accredited private school.

The district may include other schools and programs such as nonaccredited, nonregistered and homeschool-based courses, online or other distant learning methods as deemed appropriate.

Appeals

Transcript evaluation decisions may be appealed to the superintendent or designee.

Corrected 6/22/22



Code: JECF-AR
Revised/Reviewed: 5/14/14
Orig. Code: JECF-AR

Interdistrict Transfer of Resident Students

General Parent/Student Requests for Interdistrict Transfer (Requiring the consent of both districts)

The following procedure will govern consideration of a request by a student who resides within district boundaries and who is requesting district approval for a transfer to attend school in another district:

1. A parent will request the release of their student by completing the appropriate district form;
2. The completed form must be submitted to the district office;
3. The superintendent's or designee will grant or deny the request for release according to established Board policy criteria and notify the parent in writing of the decision by the date determined (See Board administrative regulation JECB – Admission of Nonresident Students/Interdistrict Transfers);
4. If the release is granted by mutual consent of the resident and nonresident districts, the resident district will make necessary arrangements for the transfer of the student's education records;
5. If the request for release is denied, parents will be notified in writing of the reason for denial and the right to appeal the decision to the superintendent by sending a ~~written~~ request to the superintendent or designee within 30 calendar days;
6. The superintendent will hear the appeal;
7. A final decision will be made by the superintendent within 20 calendar days following the appeal hearing. The superintendent's decision will be communicated to the parent in writing.

Safe Public School Choice Transfer Requests

In the event a district school is identified by the Oregon Department of Education (ODE) as persistently dangerous, or a student has been a victim of a violent criminal offense while in or on the grounds of a school the student attends, and there is not another school in the district for the student to transfer to, the district may develop an agreement with a neighboring district to accept transfer students. The development of such agreements is at the discretion of the district.

Record Keeping

A file of all interdistrict transfer requests will be maintained at the district office.

Corrected 6/22/22



Code: JED
Adopted: 1/04/07
Revised/Readopted: 6/09/10; 12/14/11
Orig. Code: JED

Student Absences and Excuses**

The Board considers regular school attendance essential for educational success. All students are expected to attend school as required by law and by Board policy.

The principal or designee will be responsible for assessing and acting upon parental requests for students to be excused.

The principal or designee has the authority to excuse students for absences due to the following circumstances:

~~illness, educational/occupational interviews, bereavement or serious illness in the family, inclement weather, religious instruction or emergencies. Physicians, psychiatrists, psychologists, dentists and similar professionals may request permission for students' excused absences.~~

1. Illness, including mental and behavioral health of the student;
2. Illness of an immediate family member when the student's presence at home is necessary;
3. Emergency situations that require the student's absence;
4. Student is a dependent of a member of the U.S. Armed Forces¹ who is on active duty or who is called to active duty. The student may be excused for up to seven days during the school year;
5. Field trips and school-approved activities;
6. Medical (dental) appointments, e.g., physician, psychiatrist, psychologist, dentist. Confirmation of appointments may be required from the health professional;
7. Other reasons deemed appropriate by the school administrator when satisfactory arrangements have been made in advance of the absence, e.g., bereavement, educational/occupational interviews, religious instruction, emergencies.

~~Students may be excused on a limited basis from a particular preplanned classroom activity or from selected portions of the established curriculum on the basis of religious or disability considerations. (See policy IGBHD – Program Exemptions)~~

¹ U.S. Armed Forces includes the Army, Navy, Air Force, Marine Corps and Coast Guard of the United States; reserve components of the Army, Navy, Air Force, Marines Corps and Coast Guard of the United States; and the National Guard of the United States and the Oregon National Guard.

A student who is excused must still fulfill the school's requirements.

Each school shall notify parents/ or guardians by the end of the school day if their child has an unplanned absence. The notification will be either in person, by telephone or another method identified in writing by the parent/ or guardian. If the parent/ or guardian cannot be notified by the above methods, a message shall be left, if possible.

END OF POLICY

Legal Reference(s):

[ORS 109.056](#)
[ORS 332.107](#)
[ORS 339.030](#)
[ORS 339.055](#)

[ORS 339.065](#)
[ORS 339.071](#)
[ORS 339.250](#)
[ORS 339.420](#)

[OAR 581-021-0046](#)
[OAR 581-021-0050](#)
[OAR 581-023-0006\(11\)](#)

Corrected 6/22/22



Code: JEDA
Adopted: 11/08/17
Orig. Code: JEDA

Truancy

“Truancy” is defined as absence from school without permission.

The district believes irregular attendance is one of the factors associated with student failure and frustration with the school experience. A fundamental purpose for insisting on punctual, regular school attendance is to help each student develop habits of responsibility.

With these beliefs in mind, the district will develop procedures that foster a partnership with parents in early detection of truancy, related counseling and appropriate consequences¹. These procedures will be published annually for students, staff and parents.

END OF POLICY

Legal Reference(s):

[ORS 339.040 to -339.090](#)
[ORS 339.240](#)

[ORS 339.250](#)

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

Corrected 6/22/22

¹ Expulsion may not be used to address truancy. (ORS 339.250(2)(c)(B))



Code: JEDB
Adopted: 1/04/07
Readopted: 6/09/10
Orig. Code: JEDB

Student Dismissal Precautions**

No district staff/teacher may permit any individual student to leave school prior to the regular hour of dismissal except by permission of the principal or designee.

A student will not be released during school hours, while under district supervision, or while engaging in school-sponsored activities to any person without the approval of his/her custodial parent or as otherwise provided for in Oregon Revised Statutes.

Parents wishing to pick up their student from school for any reason shall check in at the school office and receive permission before removing the student from the school premises.

END OF POLICY

Legal Reference(s):

[ORS 107.154](#)

[ORS 163.245 to -163.257](#)

[ORS 332.107](#)

Corrected 6/22/22



Code: JEF
Adopted:

Release Time for Religious Instruction

Students may be excused from school for religious instruction, not to exceed two hours for grades 1 through 8 and five hours for grades 9 through 12 in any school week.

Students not attending religious instruction will continue with the regular school program.

The administration shall have procedures for dismissing and recording excused absences for students attending religious instruction. These procedures should be formulated cooperatively with the principal.

Any student unable to attend classes on a particular day due to religious beliefs shall be excused from attendance requirements for that day.

No such absence shall be counted against a student in determining exclusion, failure or reduction of grades. Any tests and assignments a student misses because of religious instruction shall be given to the student at another time.

END OF POLICY

Legal Reference(s):

[ORS 339.420](#)

[ORS 659.850](#)

[OAR 581-021-0046](#)

Dilger v. Sch. Dist. 24CJ, 222 Or. 108 (1960).

Corrected 6/22/22



Code: JEFA
Adopted: 1/04/07
Readopted: 4/13/11
Orig. Code: JEFA

Open/Closed Campus**

~~Campuses Closed~~

Campuses are closed from the time of arrival until classes are dismissed at the end of the school day. No student is to leave at any time, for any reason, with the following exceptions:

1. A specific need verified by parent and approved by the administrator;
2. Students who have parent- and school-approved work-release privilege;
3. Lunch at home;
4. High school students who have met district eligibility requirements.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

Corrected 6/22/22



Code: JF/JFA
 Adopted: 6/09/10
 Revised/Readopted: 4/09/14
 Orig. Code: JF/JFA

Student Rights and Responsibilities**

The Board has the responsibility to afford students the rights that are theirs by virtue of guarantees offered under federal and state constitutions and statutes. In connection with these rights are responsibilities that must be assumed by students.

Among these student rights and responsibilities are the following:

1. Civil rights — including the rights to equal educational opportunity and freedom from discrimination; the responsibility not to discriminate against others;
2. The right to attend free public schools; the responsibility to attend school regularly and to observe school rules essential for permitting others to learn at school;
3. The right to due process of law with respect to suspension, expulsion and decisions which the student believes injure their/his/her rights;
4. The right to free inquiry and expression; the responsibility to observe reasonable rules regarding these rights;
5. The right to privacy, which includes privacy with respect to the student’s education records.

Students have the right to know the behavior standards expected of them as well as to know the consequences of misbehavior.

Students’ rights and responsibilities, including standards of conduct, will be made available to students, their parents and employees through information distributed annually.

END OF POLICY

Legal Reference(s):

[ORS 332.061](#)
[ORS 332.072](#)
[ORS 337.150](#)
[ORS 339.155](#)

[ORS 339.240](#)
[ORS 339.250](#)
[ORS 659.850](#)
[ORS 659.865](#)

[OAR 581-021-0045](#)
[OAR 581-021-0046](#)
[OAR 581-021-0050 to -0075](#)
[OAR 581-022-2310](#)

Hazelwood Sch. District v. Kuhlmeier, 484 U.S. 260 (1988).
 Bethel Sch. Dist. v. Fraser, 478 U.S. 675 (1986).

Corrected 6/22/22



Code: JFC
Adopted: 1/04/07
Revised/Readopted: 6/09/10; 5/14/14; 9/09/15;
6/08/16; 11/08/17
Orig. Code: JFC

Student Conduct**

The Board expects student conduct to contribute to a productive learning climate. Students shall comply with the district's policies, administrative regulations, school and classroom written rules, pursue the prescribed course of study, submit to the lawful authority of teachers and school officials and conduct themselves in an orderly manner during the school day and during district-sponsored activities.

Careful attention shall be given to procedures and methods whereby fairness and consistency without bias in discipline shall be assured each student. The objectives of disciplining any student must be to help the student develop a positive attitude toward self-discipline, realize the responsibility of one's actions and maintain a productive learning environment.

Students are subject to discipline for conduct while traveling to and from school, at the bus stop, at school-sponsored events, while at other schools in the district and while off campus whenever such conduct causes a substantial and material disruption of the educational environment or the invasion of the rights of others.

The following forms or displays of student misconduct, including but not limited to, shall be subject to discipline, suspension or expulsion as per Oregon Revised Statute (ORS) 339.250:

1. Assault;
2. Hazing, harassment, intimidation, bullying, menacing, cyberbullying or teen dating violence as prohibited by Board policy JFCF - Hazing¹, Harassment², Intimidation³, Bullying⁴, Menacing⁵, Cyberbullying⁶, Teen Dating Violence⁷ or Domestic Violence – Student and accompanying administrative regulation;
3. Coercion;
4. Threats of violence or harm as prohibited by Board policy JFCM - Threats of Violence;
5. Disorderly conduct;
6. Bringing, possessing, concealing or using a weapon as prohibited by Board policy JFCJ - Weapons in the Schools;
7. Vandalism, malicious mischief or theft as prohibited by Board policies ECAB - Vandalism, Malicious Mischief or Theft and JFCB – Care of District Property by Students, or willful damage or destruction of private or district property on district premises or at district-sponsored activities;

8. Sexual harassment as prohibited by Board policy JBA/GBN - Sexual Harassment and accompanying administrative regulation;
9. Possession, distribution or use of ~~Use of tobacco products, inhalant delivery systems, alcohol, or drugs or other controlled substances~~ as prohibited by Board policy(ies) JFCG/JFCH/JFCI - ~~Use of KGC/GBK - Prohibited Use, Possession, Distribution or Sale of Tobacco Products, Alcohol, Drugs or Inhalant Delivery System; Systems, JFCH - Alcohol and JFCI - Substance/Drug Abuse;~~
10. Use or display of profane or obscene language;
11. Disruption of the school environment;
12. Open defiance of a teacher's authority, including persistent failure to comply with the lawful directions of teachers or school officials;
13. Violation of law, Board policy, administrative regulation, school or classroom rules.

The district recognizes that under the Unsafe School Choice Option of the Every Student Succeeds Act of 2015 (ESSA), a school can be deemed unsafe as a whole entity or for an individual student based on expulsions for weapons violations, violent behavior or expulsions for students arrested for the following criminal offenses occurring on district grounds, on district-sponsored transportation and/or at district-sponsored activities:

1. Assault;
2. Manufacture or delivery of a controlled substance;
3. Sexual crimes using force, threatened use of force or against incapacitated persons;
4. Arson;
5. Robbery;
6. Hate/Bias crimes;
7. Coercion; or
8. Kidnapping.

The district will record and report these infractions to the Oregon Department of Education, as required.

The district will provide the opportunity for all students in any district school identified as persistently dangerous or for any victim of a violent criminal offense occurring in or on the grounds of the school the student attends, to the extent feasible, the opportunity to transfer to a safe school within the district.

Students are prohibited from making knowingly false statements or knowingly submitting false information in bad faith as part of a complaint or report, or associated with an investigation into misconduct.¹

Parents, students and employees shall be notified by handbook, code of conduct or other document of acceptable behavior, behavior subject to discipline and the procedures to address behavior. These procedures will include a system of consequences designed to correct student misconduct and promote acceptable behavior.

END OF POLICY

Legal Reference(s):

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

[ORS 659.850](#)

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

Nondiscrimination on the Bases of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).
Tinker v. Des Moines Sch. Dist., 393 U.S. 503 (1969).
Hazelwood Sch. District v. Kuhlmeier, 484 U.S. 260 (1988).
Bethel Sch. Dist. v. Fraser, 478 U.S. 675 (1986).
Shorb v. Grotting and Powers Sch. Dist., Case No. 00CV-0255 (Coos County Circuit Ct.) (2000).
Ferguson v. Phoenix Talent Sch. Dist. #4, 172 Or. App. 389 (2001).
Every Student Succeeds Act, 20 U.S.C. § 7912 (2012).
Morse v. Frederick, 551 U.S. 393, 127 S. Ct. 2618 (2007).
C.R. v. Eugene S.D. 4J, No. 12-1042, U.S. District Court of OR (2013).

Corrected 6/22/22

¹ The district is prohibited from retaliating against any student “for the reason that the student has in good faith reported information that the student believes is evidence of a violation of a state or federal law, rule or regulation.” ORS 659.852.



Code: JFCA
 Adopted: 1/04/07
 Revised/Readopted: 6/09/10; 10/11/17
 Orig. Code: JFCA

Student Attire and Appearance**

The attire of any student shall:

1. Not disrupt or interfere with the teaching/learning process;
2. Not constitute a threat to the health and/or safety of his/her/their physical well-being or of other students;
3. Be within the bounds of modesty and cleanliness.

The adoption of the above does not constitute an “anything goes” policy. It is the parents responsibility to see that student’s dress complies with these standards. Administrators are charged with the responsibility of ~~dealing with those~~managing students who exceed the limits of 1 or 2.

Students who represent the school in a voluntary activity may be required to conform to dress and grooming standards and may be denied the opportunity to participate if those standards are not met.

END OF POLICY

Legal Reference(s):

[ORS 339.240](#)
[ORS 339.250](#) [OAR 581-021-0026\(10\)](#)
[OAR 581-021-0050 - 0075](#)

Corrected 6/22/22



Code: JFCB
Adopted:

Care of District Property by Students**

(cross references to policy ECAB – Vandalism, etc.; add to student/parent handbook) – Review with ECAB.

It is each student’s responsibility to show respect for all district property. Any student who willfully damages or defaces district property will be disciplined.

The Board declares its intent to hold students and their parents responsible for loss or damage of district property. Notice of the district’s intent will be provided annually in the student/parent handbook.

(proposed language still under consideration by the district per Jelena, 7/11/22) It is each student’s responsibility to follow the expectations of care and maintenance of all (RSD) property. Any student who willfully damages or defaces (RSD) property will be held accountable and receive a consequence.

The Board declares its intent to hold students and their care givers responsible for all damages and will engage the student and care takers in a plan for ensuring restitution which may or may not include financial reimbursement or service projects to help restore the damages incurred.

END OF POLICY

Legal Reference(s):

[ORS 30.765](#)
[ORS 339.250](#)

[ORS 339.270](#)

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

Corrected 6/22/22



Code: JFCEB
Adopted: 1/14/10
Revised/Readopted: 9/10/14; 10/11/17
Orig. Code: JFCEB

Personal Electronic Devices and Social Media**

Students may be allowed to use and possess personal electronic devices on district property and at district-sponsored activities provided such devices are not used in any manner that may disrupt the learning environment or district-sponsored activities, or violate Board policies, administrative regulations, school or classroom rules, state and federal law.¹

As used in this policy, a “personal electronic device (PED)” is a device that is capable of electronically communicating, sending, receiving, storing, recording, reproducing and/or displaying information and data.

The Board believes in the responsible use of technology for academic and learning purposes, and strongly opposes the use of social media and/or personal electronic devices for questionable and illegal purposes that may disrupt the learning environment. Students may not access social media websites using district equipment, while on district property or at district-sponsored activities unless access is approved by a district representative.

If the district implements a curriculum that uses technology, students may be allowed to use their own personal electronic devices to access the curriculum. Students who are allowed to use their own devices to access the curriculum will be granted access to any application or electronic materials when they are available to students who do not use their own devices, or provided free of charge to students who do not use their own devices for curriculum.

The district will not be liable for personal electronic devices brought to district property and district-sponsored activities. The district will not be liable for information or comments posted by students on social media websites when the student is not engaged in district activities and not using district equipment.

The superintendent is directed to develop administrative regulations and/or approve school rules as necessary to ensure that student use of such devices is consistent with this policy. Administrative regulations may include grade- or age-level possession and/or use restrictions by students on district property and at district-sponsored activities; consequences for violations; a process for responding to a student’s request to use a personal electronic device, including an appeal process if the request is denied; and such other provisions as the superintendent may deem necessary. The superintendent is

¹ The taking, disseminating, transferring, or sharing of obscene, pornographic, or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (commonly called texting, sexting, emailing, etc.) may constitute a crime under state and/or federal law. Any person taking, disseminating, transferring, or sharing obscene, pornographic, or otherwise illegal images or photographs will be reported to law enforcement and/or other appropriate state or federal agencies.

responsible for ensuring that pertinent provisions of ~~Board~~ board policies, administrative regulations and school rules governing personal electronic devices are included in staff handbooks and student/parent handbooks, reviewed annually and updated as necessary.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

[ORS 336.840](#)

Copyrights, 17 U.S.C. §§ 101-1332 (2012); 19 C.F.R. Part 133 (2017).

Corrected 6/22/22



Code: JFCEB-AR
Revised/Reviewed: 9/10/14
Orig. Code: JFCEB-AR

Personal Electronic Devices and Social Media

Students may use and possess personal electronic devices on district grounds subject to the following:

1. Personal electronic devices shall not be used in a manner that disrupts the educational process, school programs or activities, or in a manner that violates law, Board policy, administrative regulation or school rules;¹
2. Unless as authorized in advance by the principal or designee for health or safety reasons, or in the event of an emergency situation that involves imminent physical danger, devices shall be turned on and operated only before and after the regular school day. Personal electronic devices may be used during the student's lunch break. They may not be used at any time in the proximity of any class, school activity or event that may be in session or in progress during those times;
3. Personal electronic devices, which have the capability to take photographs or record video or audio, shall not be used for such purposes while on district property or at district-sponsored events unless as expressly authorized in advance by the principal or designee;
4. The district shall not be responsible for loss, theft or damage to personal electronic devices brought to district property or district-sponsored events;
5. Personal electronic devices may be used as electronic study aids during the school day if provided as a part of a student's individualized education program plan (IEP) or if permission is received from the student's teacher;
6. The use of personal electronic devices in any way to send or receive messages, data or information that would pose a threat to academic integrity, contribute to or constitute academic dishonesty is strictly prohibited;
7. The use of personal electronic devices in any manner that would violate the confidentiality or privacy rights of another individual is strictly prohibited;
8. Students shall comply with any additional school rules as established by the principal and classroom rules as approved by the principal concerning the appropriate use of personal electronic devices;

¹ The taking, disseminating, transferring or sharing of obscene, pornographic or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (commonly called texting, sexting, emailing, etc.) may constitute a crime under state and/or federal law. Any person taking, disseminating, transferring or sharing obscene, pornographic or otherwise illegal images or photographs will be reported to law enforcement and/or other appropriate state or federal agencies.

9. Personal electronic devices used in violation of law, Board policy, administrative regulation or approved school rules will be confiscated, turned in to the school office and returned to the student or parent following parent notification, conference, detention, suspension, expulsion and/or referral to law enforcement officials as appropriate;
10. Students may not access social media websites using district equipment, while on district property or at district-sponsored activities unless the access is approved by a district representative.

Corrected 6/22/22



Code: JFCF
 Adopted: 2/11/10
 Revised/Readopted: 3/13/13; 1/13/16
 Orig. Code: JFCF

Hazing, Harassment, Intimidation, Bullying, Menacing, Cyberbullying, Teen Dating Violence or Domestic Violence – Student**

The Board, in its commitment to providing a safe, positive, and productive learning environment for all students, will consult with parents/guardians, employees, volunteers, students, administrators, and community representatives in developing this policy in compliance with applicable Oregon Revised Statutes law.

Hazing, harassment, intimidation, ~~menacing~~ or bullying, ~~menacing~~ and acts of cyberbullying by students, staff, ~~or~~ and third parties toward students is strictly prohibited in the district. Teen dating violence is unacceptable behavior and prohibited. Each student has the right to a safe learning environment.

Retaliation against any person who is a victim of, who reports, is thought to have reported, or files a complaint about an act of hazing, harassment, intimidation or bullying, menacing, an act of cyberbullying, or teen dating violence, or otherwise participates in an investigation or inquiry is ~~also~~ strictly prohibited. A person who engages in retaliatory behavior will be subject to consequences and appropriate remedial action. False charges shall also be regarded as a serious offense and will result in consequences and disciplinary action or other appropriate remedial actions ~~sanctions~~.

Students whose behavior is found to be in violation of this policy will be subject to consequences and appropriate remedial action which may include discipline, up to and including expulsion.

Staff whose behavior is found to be in violation of this policy will be subject to consequences and appropriate remedial action which may include discipline, up to and including dismissal. Third parties whose behavior is found to be in violation of this policy shall be subject to appropriate sanctions as determined and imposed by the superintendent or the Board.

~~The district may also file a request with the Oregon Department of Transportation to suspend the driving privileges or the right to apply for driving privileges of a student 15 years of age or older who has been suspended or expelled at least twice for menacing another student or employee, willful damage or injury to district property or for the use of threats, intimidation, harassment or coercion.~~

Students, staff, or third parties may also be referred to law enforcement officials.

The principal and the superintendent are responsible for ensuring that this policy is implemented.

Definitions

“District” includes district facilities, district premises, and nondistrict property if the student is at any district-sponsored, district-approved, or district-related activity or function, such as field trips or athletic events where students are under the jurisdiction and control of the district.

“Hazing” includes, but is not limited to, any act that recklessly or intentionally endangers the mental health, physical health or safety of a student for the purpose of initiation or as a condition or precondition of attaining membership in, or affiliation with, any district-sponsored activity or grade level attainment, (i.e., personal servitude, sexual stimulation/sexual assault, forced consumption of any drink, alcoholic beverage, drug or controlled substance, forced exposure to the elements, forced prolonged exclusion from social contact, sleep deprivation or any other forced activity that could adversely affect the mental or physical health or safety of a student); requires, encourages, authorizes or permits another to be subject to wearing or carrying any obscene or physically burdensome article; or assignment of pranks to be performed or other such activities intended to degrade or humiliate. It is not a defense against hazing that the student subjected to hazing consented to or appeared to consent to the hazing.

“Harassment, intimidation or bullying” means any act that substantially interferes with a student’s educational benefits, opportunities or performance, that takes place on or immediately adjacent to district grounds, at any district-sponsored activity, on district-provided transportation, or at any official district bus stop, that may be based on, but not limited to, the protected class status of a person, and having the effect of:

1. Physically harming a student or damaging a student’s property;
2. Knowingly placing a student in reasonable fear of physical harm to the student or damage to the student’s property; or
3. Creating a hostile educational environment including interfering with the psychological well-being of the student.

“Protected class” means a group of persons distinguished, or perceived to be distinguished, by race, color, religion, sex, sexual orientation, gender identity, national origin, marital status, familial status, source of income, or disability.

“Teen dating violence” means:

1. A pattern of behavior in which a person uses or threatens to use physical, mental, or emotional abuse to control another person who is in a dating relationship with the person, where one or both persons are 13 to 19 years of age; or
2. Behavior by which a person uses or threatens to use sexual violence against another person who is in a dating relationship with the person, where one or both persons are 13 to 19 years of age.

“Domestic violence” means abuse as defined by Oregon Revised Statute (ORS) 107.705 between family and/or household members, as those terms are described in ORS 107.705.

“Cyberbullying” is the use of any electronic communication device to harass, intimidate or bully. ~~Students and staff will refrain from using personal communication devices or district property/equipment to violate this policy.~~

“Retaliation” means any acts of, including but not limited to, hazing, harassment, intimidation or bullying, menacing or, ~~teen dating violence and acts of cyberbullying toward the victim, a person in response to an actual student for actually or apparently reporting of, or participation participating in the investigation of hazing, harassment, intimidation or bullying, menacing, teen dating violence, and acts of cyberbullying, or retaliation.~~

“Menacing” includes, ~~but is not limited to,~~ any act intended to place a district employee, student, or third party in fear of imminent serious physical injury.

Reporting

The building Pprincipal will take reports and conduct a prompt investigation of any reported acts ~~report of an act of hazing, harassment, intimidation or bullying, menacing, and acts of cyberbullying, or teen dating violence.~~ Any employee who has knowledge of conduct in violation of this policy shall immediately report his/her concerns to the building principal who has overall responsibility for all investigations. Any employee who has knowledge of incidents of teen dating violence that took place on district property, at a district-sponsored activity, or in a ~~district vehicle or vehicle used for transporting students to a district-provided transportation activity~~ shall immediately report the incident to the building principal. Failure of an employee to report any act of hazing, harassment, intimidation or bullying, menacing, ~~or an act of cyberbullying, or teen dating violence~~ to the building principal may be subject to remedial action, up to and including dismissal. Remedial action may not be based solely on an anonymous report.

Any student who has knowledge of conduct in violation of this policy or feels they have ~~he/she has been~~ subjected to an act of hazing, harassment, intimidation ~~hazed, harassed, intimidated~~ or bullying, menacing, or cyberbullying or feel they have been ~~bullied, menaced,~~ a victim of teen dating violence ~~and acts of being cyberbullied~~ in violation of this policy, is encouraged to immediately report his/her concerns to the building principal who has overall responsibility for all investigations. Any volunteer who has knowledge of conduct in violation of this policy is encouraged to immediately report his/her concerns to the building principal ~~who has overall responsibility for all investigations.~~

~~This~~A report made by a student or volunteer may be made anonymously. A student or volunteer may also report concerns to a teacher or counselor who will be responsible for notifying the appropriate district official.

Reports ~~Complaints~~ against the principal shall be filed with the superintendent or designee.
Reports ~~Complaints~~ against the superintendent shall be filed with the Board chair.

The person who makes the report ~~complainant~~ shall be notified when the investigation has been completed and, as appropriate, the ~~of the findings of the investigation and any , as appropriate, that~~ remedial action that has been taken. The person who made the report ~~complainant~~ may request that the superintendent or designee review the actions taken in the initial investigation, in accordance with administrative ~~regulations~~ and district complaint procedures.

Notification to Parents or Guardians

The building principal or designee shall notify the parents or guardians of a student who was subject to an act of harassment, intimidation, bullying or cyberbullying, and the parents or guardians of a student who may have conducted an act of harassment, intimidation, bullying or cyberbullying.

The notification must occur with involvement and consideration of the needs and concerns of the student who was the subject to an act of harassment, intimidation, bullying or cyberbullying. The notification is not required if the building principal or designee reasonably believes notification could endanger the student who was subjected to an act of harassment, intimidation, bullying or cyberbullying or if all of the following occur:

1. The student who was subjected to an act of harassment, intimidation, bullying, or cyberbullying requests that notification not be provided to the student's parents or guardians.
2. The building principal or designee determines that notification is not in the best interest of the student who was subjected to an act of harassment, intimidation, bullying, or cyberbullying; and
3. The building principal or designee informs the student that federal law may require the student's parents and guardians to have access to the student's education record, including any requests of nondisclosure (from item 1 above).

If the building principal or designee determines the notification is not in the best interest of the student, they must inform the student of that determination prior to providing notification.

When notification is provided, the notification must occur:

1. Within a reasonable period of time; or
2. Promptly, for acts that caused physical harm to the student.

Training and Education

The district shall incorporate into existing training programs for students, information related to the prevention of, and the appropriate response to, acts of harassment, intimidation or bullying, and acts of cyberbullying and this policy.

The district shall incorporate age-appropriate education about teen dating violence and domestic violence into new or existing training programs for students in ~~grades~~ grade 7 through 12.

The district shall incorporate into existing training programs for staff information related to the prevention of, and the appropriate response to, acts of ~~hazing~~, harassment, intimidation or bullying, teen dating violence, domestic violence, and acts of cyberbullying and this policy.

Notice

The superintendent shall be responsible for ensuring annual notice of this policy is provided in a student or ~~staff~~ employee handbook, school and district's website, and school and district office and the development

of administrative regulations, including reporting and investigative procedures. Complaint procedures, as established by the district, shall be followed.

Domestic violence posters provided by the Oregon Department of Education (ODE) shall be posted in clearly visible locations on school campuses in accordance with rules adopted by the ODE.

END OF POLICY

Legal Reference(s):

ORS 163.190	ORS 332.072	OAR 581-021-0046
ORS 163.197	ORS 332.107	OAR 581-021-0055
ORS 107.705	ORS 339.240	OAR 581-022-2310
ORS 166.065	ORS 339.250	OAR 581-022-2370
ORS 166.155 - 166.165	ORS 339.351 - 339.368	House Bill 2631 (2021)
ORS 174.100	OAR 581-021-0045	House Bill 3041 (2021)

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

Corrected 6/22/22



Code: JFCF-AR
 Revised/Reviewed: 2/11/10; 2/14/13
 Orig. Code: JFCF-AR

Hazing, Harassment, Intimidation, Menacing, Bullying, Cyberbullying, Teen Dating Violence Reporting Procedures – ~~Complaint Procedure~~ – Student

The principal or designee has responsibility for investigations concerning acts of hazing, harassment, intimidation or bullying, menacing acts of cyberbullying, and incidents of teen dating violence, ~~and acts of cyberbullying~~. The investigator(s) shall be a neutral party having had no involvement in the ~~report~~ ~~complaint~~ presented.

All ~~report~~ ~~complaints~~ will be investigated in accordance with the following procedures:

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

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

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

Step 3 If the ~~person making the report~~ ~~complainant~~ is not satisfied with the decision at Step 2, ~~they~~ ~~he~~ ~~she~~ may submit a written appeal to the superintendent or designee. Such appeal must be filed within 10 working days after receipt of the Step 2 decision. The superintendent or designee will arrange such meetings with the ~~person making the report~~ ~~complainant~~ and other affected parties as deemed necessary to discuss the appeal. The superintendent or designee shall provide a written decision to the ~~complainant's~~ appeal within 10 working days.

Step 4 If the person making the report/complainant is not satisfied with the decision at Step 3, a written appeal may be filed with the Board. Such appeal must be filed within 10 working days after receipt of the Step 3 decision. The Board shall, within 20 working days, conduct a hearing at which time the person making the report/complainant shall be given an opportunity to present the report/complaint. The Board shall provide a written decision to the person making the report/complainant within 10 working days following completion of the hearing.

Reports against the superintendent should be referred to the Board chair on behalf of the Board. The Board chair shall present the report to the Board. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, within 20 days, in open session what action, if any, is warranted.

Reports against the Board as a whole or against an individual Board member should be made to the Board chair on behalf of the Board. The Board chair shall present the report to the Board. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, within 20 days, in open session what action, if any, is warranted.

Reports against the Board chair may be made directly to the Board vice chair on behalf of the Board. The Board vice chair shall present the report to the Board. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, within 20 days, in open session what action, if any, is warranted.

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

Direct complaints of discriminatory harassment related to educational programs and services may be made to the Regional Civil Rights Director, U.S. Department of Education, Office for Civil Rights, Region X, 915 Second Ave., Room 3310, Seattle, WA 98174-1099.

Documentation related to the incident may be maintained as a part of the student's education records.

Corrected 6/22/22



Code: JFCFA/GBNAA
 Adopted: 3/13/13
 Orig. Code: JFCFA/GBNAA

Cyberbullying

The Board, in its commitment to providing a positive and productive learning and working environment, will consult with parents/guardians, employees, volunteers, students, administrators and community representatives in developing this policy in compliance with applicable Oregon Revised Statutes. Any form of harassment using electronic devices, commonly known as “cyberbullying,” by students, staff or third parties is prohibited and will not be tolerated in the district. “Cyberbullying” is the use of any electronic communication device to convey a message in any form (text, image, audio or video) that defames, intimidates, harasses or is otherwise intended to harm, insult or humiliate another in a deliberate, repeated or hostile and unwanted manner under a person’s true or false identity. In addition, any communication of this form which substantially disrupts or prevents a safe and positive educational or working environment may also be considered cyberbullying. Students and staff will refrain from using personal communication devices or district property to harass or stalk another.

The district will take any report of cyberbullying seriously and will investigate credible reports promptly. Students or volunteers are encouraged to report an incident immediately to a teacher or principal, who will take appropriate action. Students or volunteers who make a report are expected, but not required, to preserve evidence of cyberbullying. For example, a student may save or bring a copy of an email, text message, picture or other electronic transmission that the student believes was intended harm, insult or humiliate. Students or volunteers may report cyberbullying anonymously. Remedial action shall not be based solely on an anonymous report.

Failure of an employee to report an act of cyberbullying to his or her immediate supervisor may be subject to remedial action, up to and including dismissal.

Students whose behavior is found to be in violation of this policy will be subject to loss of privileges, discipline, up to and including expulsion. Staff whose behavior is found to be in violation of this policy will be subject to discipline, up to and including dismissal. Third parties whose behavior is found to be in violation of this policy will be subject to appropriate sanctions as determined and imposed by the superintendent or Board. The district may also report individuals to law enforcement if necessary.

The district shall incorporate into existing training programs for students and staff information related to cyberbullying and the prevention of, and the appropriate response to acts of cyberbullying.

END OF POLICY

Legal Reference(s):

[ORS 163.190](#)

[ORS 166.065](#)

[ORS 166.155 to-166.165](#)

[ORS 174.100\(6\)](#)
[ORS 332.072](#)
[ORS 332.107](#)
[ORS 339.240](#)

[ORS 339.250](#)
[ORS 339.351 to-339.364](#)
[OAR 581-021-0045](#)

[OAR 581-021-0046](#)
[OAR 581-021-0055](#)
[OAR 581-022-1140](#)

Corrected 6/22/22

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Code: JFCG-AR
Revised/Reviewed: 6/13/18
Orig. Code: JFCG-AR

Discipline for Use, Possession, Distribution or Sale of Tobacco Products, Alcohol, Drugs or Inhalant Delivery Systems

The following guidelines will govern possession, use, distribution and sale of tobacco products or inhalant delivery systems, or violation of the district's prohibition of tobacco product or inhalant delivery system promotional items, including clothing, bags, hats and other personal items by students on district property or at school-sponsored activities.

Violation will result in the following:

- 1st offense - Conference with parents
- 2nd offense - Detention
- 3rd offense - In-school suspension

At any grade or offense level, as either an alternative to, or as a part of discipline, school or community service and/or attendance and successful completion of cessation and/or education classes or behavior modification plans may be assigned at the discretion of the principal or designee. Attendance at such classes not offered by the district will be voluntary and any associated costs are the sole responsibility of the student and his/her parent. A referral to law enforcement and/or local public health authority may be made.

Corrected 6/22/22



Code: JFCG/JFCH/JFCI
 Adopted: 1/04/07
 Revised/Readopted: 1/12/11; 9/09/15; 6/13/18
 Orig. Code: JFCG/KGC/GBK

Prohibited Use, Possession, Distribution or Sale of Tobacco Products, Alcohol, Drugs or Inhalant Delivery Systems**

Overview

To be consistent with Oregon Law OAR 581-021-0110 and district curriculum, the board therefore establishes an environment free of tobacco, smoke, aerosols and/or vapors containing inhalants.

No student is permitted to use, distribute, sell or possess a tobacco product, tobacco paraphernalia, alcohol, unlawful drugs or an inhalant delivery system or product in any building, facility, or vehicle owned, leased, rented, or chartered by the school district, school, or public charter school, or on school grounds, athletic grounds, or parking lots, or at school-sponsored activities on or off district premises. ~~No student, staff member, or school visitor is permitted to smoke, inhale, dip, chew, sell or distribute tobacco products or inhalant delivery systems or products at any time, including non-school hours, in any building, facility, or vehicle owned, leased, rented, or chartered by the school district, school or public charter school, or on school grounds, athletic grounds, or parking lots, or at school-sponsored activities on or off district premises. Staff or others authorized to use any private vehicle to transport district students to school-sponsored activities are prohibited from using tobacco products and inhalant delivery system products or similar devices in those vehicles while students are under their care.~~ (See GBK/KGC)

Any person under age 21 possessing a tobacco product or inhalant delivery system on district property, in a district facility or while attending a district-sponsored activity is in violation of state law and is subject to a court-imposed fine.

For the purposes of this rule “tobacco product” is defined to include, but not limited to, any lighted or unlighted cigarette, cigar, pipe, bidi, clove cigarette, and any other smoking product, and spit tobacco, also known as smokeless, dip, chew, and snuff, in any form. This does not include products that are USFDA-approved for sale as a tobacco cessation products or for any other therapy products therapeutic purpose, marketed and sold solely for the approved purpose.

For the purpose of this policy, “inhalant delivery system” means a device that can be used to deliver nicotine or cannabinoids in the form of a vapor or aerosol to a person inhaling from the device; or a component of a device or a substance in any form sold for the purpose of being vaporized or aerosolized by a device, whether the component or substance is sold or not sold separately. This does not include products that are USFDA-approved for sale as a tobacco cessation products or for any other therapy products therapeutic purpose, marketed and sold solely for the approved purpose.

Advertising

Clothing, bags, hats and other personal items used by staff and students to display, promote or advertise tobacco products, or inhalant delivery systems, alcohol or unlawful drugs are prohibited on district grounds or premises, including parking lots, at school-sponsored activities or in district vehicles.

Tobacco product, alcohol, drugs or inhalant delivery system product advertising is prohibited, on all district premises, including parking lots, in all school-sponsored publications and at all school-sponsored events. District acceptance of gifts or funds from the tobacco product or inhalant delivery systems similar product industries is similarly prohibited. The district will not contract with other public or private alternative schools that allow student use of tobacco products or inhalant delivery systems or products on campus.

Any person who distributes, sells or allows to be sold, tobacco products or any substance sold for the purpose of being smoked, vaporized or aerosolized, in any form, a tobacco-burning or inhalant delivery system device, to a person under 21 years of age is in violation of state law and is subject to a court-imposed fine.

An “unlawful drug” is any drug as defined by the Controlled Substances Act including, but not limited to, marijuana, cocaine, opiates, amphetamines and phencyclidine (PCP). As used in this policy, unlawful drug also means possession, use, sale or supply of prescription and nonprescription drugs in violation of Board policy and any accompanying administrative regulation.

Unlawful delivery of a controlled substance to a student or minor within 1,000 feet of district property is a Class A felony, as provided by ORS 475.904.

Student Violations

Student violations of this policy will lead to disciplinary action up to and including expulsion. Students may also be subject to removal from any or all extracurricular activities and/or denial or forfeiture of school honors or privileges (e.g., valedictorian, salutatorian, student body, class or club office positions, field trips, senior trip, prom, etc.). If possession, use, distribution or sale occurred near district grounds, disciplinary action may include removal from any or all extracurricular activities and/or denial or forfeiture of any school honors or privileges (e.g., valedictorian, salutatorian, student body, class or club office positions, senior trip, prom, etc.). If possession, use, distribution or sale occurred on district grounds, at school-sponsored activities or otherwise while the student was under the jurisdiction of the school, students will be subject to discipline up to and including expulsion.

School and/or community service may be required. A referral to law enforcement may be made if deemed appropriate. Parents shall be notified of all violations involving their student and action taken by the school. When considering disciplinary action for a student with disabilities, the district must follow the requirements of Board policy JGDA/JGEA - Discipline of Students with Disabilities, including those involving functional behavioral assessment, change of placement, manifestation determination and an interim alternative educational setting.

Staff Violations (See GBK/KGC)

Staff violations of this policy will lead to disciplinary action up to and including dismissal.

~~Violations by others will result in appropriate sanctions as determined and imposed by the superintendent or board.~~

District Responsibility

Information about community resources and/or cessation programs to help staff and students overcome tobacco use will be provided (i.e., the Oregon Tobacco Quit Line (800-784-8669, 877-266-3863 - Spanish and 877-777-6534 - TTY), other cessation resources and positive alternatives to discipline). Cessation programs may be established at district schools. Attendance or completion of cessation programs by students may be allowed as a substitute to, or as a part of student discipline for possession, use, distribution or sale of tobacco products or inhalant delivery systems or products at the discretion of the principal. Attendance at cessation programs not offered by the district is voluntary and related costs are the individual responsibility of the ~~staff member~~, student and his/her parent and private health care system.

~~As part of the district's prevention activities, the superintendent shall ensure that instructional programs as recommended by the Oregon Department of Human Services, Health Services, Tobacco Prevention and Education Program and the Oregon Department of Education, are an integral part of its drug and alcohol prevention curriculum. Programs must be integrated within the health education program and age and developmentally appropriate instruction provided at every level, pre-kindergarten through grade 12, with particular emphasis on grades six through eight. It is the expectation of the board that prevention concepts will be integrated into the instruction of other subject areas as practicable. (See policy IGAEB)~~

~~Staff responsible for teaching prevention will be encouraged to collaborate with agencies and groups that conduct prevention education and to participate in ongoing professional development activities that provide basic knowledge about the effects of use of tobacco products or inhalant delivery systems or products effective instructional techniques and program specific activities.~~

The superintendent or designee shall consult with local officials to promote enforcement of law that prohibits the possession of tobacco products, alcohol, unlawful drugs or inhalant delivery systems or such products by minors on or off district grounds.

~~The superintendent will develop administrative regulations as necessary to implement this policy, including provisions for notification of the district's policy, through such means as student/parent and staff handbooks, newsletters, inclusion on school event programs, signage at appropriate locations; disciplinary consequences; and procedures for filing and handling complaints about violations of the district's policy.~~

The superintendent shall ensure that the district's prevention program, policies, curricula, training and cessation programs are evaluated at regular intervals. The input of students, staff, parents and others from the community will be encouraged. (See IGAEB)

END OF POLICY

Legal Reference(s):

[ORS 153.018](#)
[ORS 161.605](#)
[ORS 161.625](#)
[ORS 163.575](#)

[ORS 332.107](#)
[ORS 336.067](#)
[ORS 336.222](#)
[ORS 336.227](#)

[ORS 339.240](#)
[ORS 339.250](#)
[ORS 339.883](#)
[ORS 431.845](#)

[ORS 431A.175](#)
[ORS 431A.178](#)
[ORS 433.835 - 433.990](#)
[ORS Chapter 475](#)

[OAR 581-021-0050 - 0075](#)
[OAR 581-021-0110](#)
[OAR 581-022-2045](#)
[OAR 581-053-0230\(9\)\(s\)](#)
[OAR 581-053-0330\(1\)\(m\)-\(o\)](#)

[OAR 581-053-0430\(12\)-\(14\)](#)
[OAR 581-053-0531\(11\)-\(13\)](#)
[OAR 581-053-0630](#)
[OAR 584-020-0040](#)

Controlled Substances Act, 21 U.S.C. § 812 (2012); Schedules of Controlled Substances, 21 C.F.R. §§ 1308.11-1308.15 (2017).
Pro-Children Act of 1994, 20 U.S.C. §§ 6081-6084 (2012).
Safe and Drug-Free Schools and Communities Act, 20 U.S.C. §§ 7101-7118 (2012).

Corrected 6/22/22



Code: JFCH
Adopted: 6/09/10
Orig. Code: JFCH

Alcohol

(See policy JFCG/JFCH/JFCI)

Consumption, possession or sale of any alcoholic beverage on or about the school premises or at any school-sponsored activity is prohibited.

Violation of this policy may result in suspension or expulsion. Violations occurring at times other than during school hours or school activities on school property may be referred to the proper law enforcement agencies.

District administrators acting on reasonable suspicion may request that students participate in a Breathalyzer screening for alcohol at school or prior to or during a school sponsored event. If a student refuses, he/she may be subject to school discipline and or referral to law enforcement officials.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)
[ORS 336.067](#)
[ORS 336.222](#)
[ORS 336.227](#)
[ORS 339.240](#)

[ORS 339.250](#)
[OAR 581-021-0050 to -0075](#)
[OAR 581-021-0110](#)
[OAR 581-022-2045](#)
[OAR 581-053-0230\(9\)\(t\)](#)

[OAR 581-053-0330\(1\)\(n\),\(o\)](#)
[OAR 581-053-0430\(13\),\(14\)](#)
[OAR 581-053-0531\(12\),\(13\)](#)
[OAR 581-053-0630](#)

Safe and Drug-Free Schools and Communities Act, 20 U.S.C. §§ 7101-7117 (2006).

Corrected 6/22/22



Code: JFCHA
Adopted: 12/14/11
Orig. Code: JFCHA

Use of Alcohol for Cooking**

The Board allows the use of alcoholic beverages in specified classes, competitions or demonstrations in grades 9-12 under the following circumstances:

1. As an ingredient in cooking or food preparations in a culinary arts class; or
2. In preparation for a culinary competition or demonstration by students.

The use of alcoholic beverages for the above purposes will be used only while students are under adult supervision.

The alcoholic beverages must be securely stored while not in use.

The parent or guardian of each student participating in a culinary project using alcoholic beverages must provide written consent for the student to use the alcoholic beverages in the project. If consent is not provided or the student chooses not to participate, the district shall allow the student to participate in an alternative project.

A district employee who provides alcoholic beverages to students as an ingredient for cooking in a culinary class, contest or demonstration will not be in violation of laws prohibiting providing alcohol to a minor.

A student in possession of an alcoholic beverage for cooking in a culinary class, contest or demonstration will not be in violation of laws prohibiting possession of alcohol by a minor.

END OF POLICY

Legal Reference(s):

[ORS 336.441](#)

[ORS 471.001](#)

Corrected 6/22/22



Code: JFCJ
 Adopted: 6/09/10
 Revised/Readopted: 4/09/14
 Orig. Code: JFCJ

Weapons in the Schools**

Students shall not bring, possess, conceal or use a weapon on or at any district property under the jurisdiction of the district, any activities under the jurisdiction of the district or any interscholastic activities administered by a voluntary organization.

In accordance with the federal Gun-Free School Zone Act, possession or discharge of a firearm in a school zone is prohibited. A “school zone,” as defined by federal law, means in or on school grounds or within 1,000 feet of school grounds.

The superintendent may authorize persons to possess weapons for courses, programs and activities approved by the district and conducted on district property including, but not limited to, hunter safety courses, weapons-related vocational courses or weapons-related sports. The district will post a notice at any site or premise off district grounds that at the time is being used exclusively for a school program or activity. The notice shall identify the district as the sponsor, the activity as a school function and that the possession of firearms or dangerous weapons in or on the site or premises is prohibited under Oregon Revised Statute (ORS) 166.370.

For purposes of this policy, and as defined by state and federal law, “weapon” includes:

1. A “dangerous ~~Dangerous~~ weapon” means any weapon, device, instrument, material or substance, which under the circumstances in which it is used, attempted to be used or threatened to be used is readily capable of causing death or serious physical injury;
2. A “deadly ~~Deadly~~ weapon” means any instrument, article or substance specifically designed for and presently capable of causing death or serious physical injury;
3. A “firearm ~~Firearm~~” means any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, frame or receiver of any such weapon, any firearm ~~muffler or~~ silencer or any destructive device;
4. A “destructive ~~Destructive~~ device” ~~includes but is not limited to~~ means any explosive, incendiary or poison gas component or any combination of parts either designed or intended for use in converting any device into any destructive device or from which a destructive device may be readily assembled. A destructive device does not include any device which is designed primarily or redesigned primarily for use as a signaling, pyrotechnic, line-throwing, safety or similar device.

Weapons may also include, but are not be limited to, knives, metal knuckles, straight razors, noxious or irritating gases, poisons, unlawful drugs or other items fashioned with the intent to use, sell, harm, threaten or harass students, staff members, parents and ~~community members.~~ patrons.

Replicas of weapons, fireworks and pocket knives are also prohibited by Board policy. Exceptions to the district's replicas prohibition may be granted only with prior principal approval for certain curriculum or school-related activities.

Prohibited weapons, replicas of weapons, fireworks and pocket knives are subject to seizure or forfeiture.

In accordance with Oregon law, any district employee who has reasonable cause to believe a student or other person, while in a school, is or has, within the previous 120 days has, unlawfully been in possession of a firearm or destructive device, as defined by this policy, shall immediately report such violation to an administrator or, his/her designee or law enforcement. Employees who report directly to law enforcement shall also immediately inform an administrator.

Administrators shall promptly notify the appropriate law enforcement agency of staff reports received and at any other time there is reasonable cause to believe violations for firearms or destructive devices have occurred or that a student has been expelled for bringing, possessing, concealing or using a dangerous or deadly weapon, firearm or destructive device.

Parents will be notified of all conduct by their student that violates this policy.

A person making a report as described above who has reasonable grounds for making the report is immune from liability, civil or criminal, that might otherwise be incurred or imposed with respect to the making or content of the report. The identity of a person participating in a good faith report as described above may not be disclosed except when allowed by law.

Employees shall promptly report all other conduct prohibited by this policy to an administrator.

Students determined to have brought, possessed, concealed, or used a firearm, as defined in policy, in violation of this policy or state law shall be expelled from school for a period of not less than one year. All other violations of the policy will result in discipline up to and may include including expulsion and/or referral to law enforcement, as appropriate. The superintendent may, on a case-by-case basis, modify this expulsion requirement. The superintendent may propose alternative programs of instruction or instruction combined with counseling that are appropriate and accessible to the student, and shall provide such information in writing to the student and the parent in accordance with law¹. The district may also request suspension of a student's driving privileges or the right to apply for driving privileges with the Oregon Department of Transportation, as provided by law. Appropriate disciplinary and/or legal action will be taken against students or others who assist in activity prohibited by this policy.

Special education students shall be disciplined in accordance with federal law and Board policy JGDA /JGEA— Discipline of Students with Disabilities, and accompanying administrative regulation.

~~Weapons under the control of law enforcement personnel are permitted. The superintendent may authorize other persons to possess weapons for courses, programs and activities approved by the district and conducted on district property including, but not limited to, hunter safety courses, weapons-related vocational courses, weapons-related sports or drama programs.~~

~~The district may post a notice at any site or premise off district grounds, that at the time is being used exclusively for a school program or activity. The notice shall identify the district as the sponsor, the~~

¹ At least once every six months or at any time the information changes because of the availability of new programs.

~~activity as a school function and that the possession of firearms or dangerous weapons in or on the site or premises is prohibited under ORS 166.370.~~

~~In accordance with the federal Gun-Free School Zone Act, possession or discharge of a firearm in a school zone is prohibited. A “school zone,” as defined by federal law, means in or on school grounds or within 1,000 feet of school grounds.~~

“Gun-Free School Zone” signs ~~will~~ may be posted in cooperation with city and/or county officials as appropriate. Violations, unless otherwise excepted by law or this policy, shall be reported to the appropriate law enforcement agency.

The superintendent or designee will annually report the name of each school and the number of students from each listed schools expelled for bringing, possessing, concealing or using a firearm to the Oregon Department of Education.

END OF POLICY

Legal Reference(s):

[ORS 161.015](#)

[ORS 166.210 - 166.370](#)

[ORS 166.382](#)

[ORS 332.107](#)

[ORS 339.115](#)

[ORS 339.240](#)

[ORS 339.250](#)

[ORS 339.315](#)

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

[OAR 581-053-0010\(5\)](#)

[OAR 581-053-0230\(9\)\(k\)](#)

[OAR 581-053-0330\(1\)\(r\)](#)

[OAR 581-053-0430\(17\)](#)

[OAR 581-053-0531\(16\)](#)

Gun-Free School Zones Act of 1990, 18 U.S.C. §§ 921(a)(25)-(26), 922(q) (2018).

Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §§ 1400-1419 (2018).

Youth Handgun Safety Act, 18 U.S.C. §§ 922(x), 924(a)(6) (2018).

Safe and Drug-Free Schools and Communities Act, 20 U.S.C. §§ 7101, 7111-7121 (2018).

Corrected 6/22/22



Code: JFCM
Adopted: 6/09/10
Orig. Code: JFCM

Threats of Violence**

The Board is committed to promoting healthy relationships and a safe learning environment. To this end, student threats of harm to self or others, threatening behavior or acts of violence, including threats to severely damage any district school property, shall not be tolerated on district property or at activities under the jurisdiction of the district.

Students shall be instructed of the responsibility to inform a teacher, counselor or administrator regarding any information or knowledge relevant to conduct prohibited by this policy. Parents and others will be encouraged to report such information to the district. Staff shall immediately notify an administrator of any threat, threatening behavior or act of violence the staff member he/she has knowledge of, has witnessed or received. All reports will be promptly investigated.

Students found in violation of this policy shall be subject to discipline up to and including expulsion. The superintendent or designee shall notify the parent or guardian of any student in violation of this policy and the disciplinary action imposed. A referral to law enforcement shall be made for any infraction involving a student bringing, possessing, concealing or using a weapon or destructive device as prohibited by state and federal law and Board policy.

The principal shall, in determining appropriate disciplinary action, consider:

1. Immediately removing from the classroom setting any student who has threatened to injure another person or to severely damage district school property;
2. Placing the student in a setting where the behavior will receive immediate attention from an administrator, counselor, licensed mental health professional or others;
3. Requiring the student to be evaluated by a licensed mental health professional before allowing the student to return to the classroom setting.

The district may enter into contracts with licensed mental health professionals to perform student evaluations. Funds for evaluations, other disciplinary options or other procedures as may be required by law and this policy shall be provided by the district.

The superintendent or designee shall attempt to notify: ~~The principal shall ensure notification is provided to:~~

- ~~1. The parent of any student in violation of this policy and the disciplinary action imposed;~~

1. The parent or guardian of a student when the student's name appears on a targeted list at school that threatens violence or harm to the students on the list or when threats of violence or harm to the student are made by another student at school;
2. Any district school employee whose name appears on a targeted list at school threatening violence or harm to the district employee and when threats of violence or harm are made by a student or others.

The superintendent or designee shall attempt notification to notify the above persons shall be attempted by telephone or in person promptly and within 12 hours of discovery of a targeted list or learning of a threat. Regardless, the superintendent or designee shall issue a written follow-up notification shall be sent within 24 hours of discovery of a targeted list or learning of a threat.

The principal will provide necessary information regarding threats of violence to law enforcement, child protective services and health-care professionals in connection with a health and safety emergency if knowledge of the information is necessary to protect the health and safety of the student or other individuals. Additionally, the principal he/she may provide such information to other school officials, including teachers, within the district or other districts who have a legitimate educational interest in the student(s) consistent with state and federal education records laws and district policies.

The district or person participating in good faith in making the notification required by ORS 339.327 is immune from any liability, civil or criminal, that might otherwise be incurred or imposed with respect to the making or content of the notification.

The district may enter into contracts with licensed mental health professionals to perform student evaluations. Funds for evaluations or other disciplinary options as may be required by law and this policy shall be provided by the district.

As a part of the district's proactive safety efforts, the superintendent will plan staff development activities designed to alert staff to early warning signs of possible violent behavior. Students so identified shall be referred to a counselor, licensed mental health professional and/or multi-disciplinary team for evaluation and follow-up as appropriate.

END OF POLICY

Legal Reference(s):

[ORS 161.015](#)
[ORS 166.210 - 166.370](#)
[ORS 332.107](#)
[ORS 339.115](#)
[ORS 339.240](#)

[ORS 339.250](#)
[ORS 339.327](#)

[OAR 581-021-0050 - 021-0075](#)
[OAR 581-053-0010\(5\)](#)

[OAR 581-053-0230\(9\)\(k\)](#)
[OAR 581-053-0330\(1\)\(r\)](#)
[OAR 581-053-0430\(17\)](#)
[OAR 581-053-0531\(16\)](#)
[OAR 581-053-0630](#)

Gun-Free School Zones Act of 1990, 18 U.S.C. §§ 921(a)(25)-(26), 922(q) (2018).
 Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §§ 1400-1419 (2018).
 Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2019).

Corrected 6/22/22



Code: JFE
 Adopted: 1/04/07
 Revised/Readopted: 6/09/10
 Orig. Code: JFE

Pregnant and/or Parenting Students

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

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

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

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

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

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

END OF POLICY

Legal Reference(s):

[ORS 336.640](#)

[OAR 581-021-0046](#)

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

Corrected 6/22/22



Code: JFE-AR
 Revised/Reviewed: 6/09/10
 Orig. Code: JFE-AR

Individualized Plan for Pregnant and/or Parenting Teens

District _____ School _____
 Date _____

Student Information

Student Name: _____
 Age: _____ Date of Birth: _____
 Pregnant? Yes No Due Date: _____
 Parenting? Yes No No. of Children: _____ Ages: _____
 Living Situation: _____
 Sources of Financial Support: _____
 Education Status: Grade Standing: 6 7 8 9 10 11 12
 On Track for Graduation? Yes No Number of Credits Behind? _____
 Date of Enrollment in Individualized Plan: _____

Program Information

Check whether service is to be provided and paid for by family, school or agency. If agency, please indicate source. Briefly describe service to be provided.

EDUCATION		DESCRIPTION
Provided by:	Paid for by:	
Family []	Family []	
School []	School []	
Agency []	Agency []	
TRANSPORTATION		DESCRIPTION
Provided by:	Paid for by:	
Family []	Family []	
School []	School []	
Agency []	Agency []	
CHILD CARE		DESCRIPTION
Provided by:	Paid for by:	
Family []	Family []	
School []	School []	
Agency []	Agency []	

LIFE SKILLS TRAINING		DESCRIPTION
Provided by: Family [] School [] Agency []	Paid for by: Family [] School [] Agency []	
PARENTING EDUCATION		DESCRIPTION
Provided by: Family [] School [] Agency []	Paid for by: Family [] School [] Agency []	
CAREER DEVELOPMENT		DESCRIPTION
Provided by: Family [] School [] Agency []	Paid for by: Family [] School [] Agency []	
HEALTH NUTRITION SERVICES		DESCRIPTION
Provided by: Family [] School [] Agency []	Paid for by: Family [] School [] Agency []	
COUNSELING		DESCRIPTION
Provided by: Family [] School [] Agency []	Paid for by: Family [] School [] Agency []	
OTHER SOCIAL SERVICES		DESCRIPTION
Provided by: Family [] School [] Agency []	Paid for by: Family [] School [] Agency []	

I have been informed of the services available for pregnant and parenting students in the district and I have received information about the availability of resources provided by other agencies, including health and social services.

Signature of Student

Date

Signature of Parent

Date

Signature of School Representative

Date

Termination Data

Date of termination from program: _____

Reason (check one):

Comments: _____

_____ Nonattendance

_____ Moved

_____ Completed HS degree

_____ Completed GED

_____ Returned to regular school program

_____ Other: _____

Corrected 6/22/22



Code: JFG
Adopted: 10/11/17
Orig. Code: JFG

Student Searches**

The Board seeks to ensure a learning environment which protects the health, safety and welfare of students and staff. To assist the Board in attaining these goals, district officials may, subject to the requirements below, search a student's person and property, including property assigned by the district for the student's use. Such searches may be conducted at any time on district property or when the student is under the jurisdiction of the district at school-sponsored activities.

All student searches conducted by the district shall be subject to the following requirements:

1. The district official shall have individualized, "reasonable suspicion" based upon specific and articulated facts to believe that the student personally poses or is in possession of some item that poses an immediate risk or serious harm to the student, school officials and/or others at the school;
2. The search shall be "reasonable in scope." That is, the measures used are reasonably related to the objectives of the search, the unique features of the official's responsibilities, and the area(s) which could contain the item(s) sought and not excessively intrusive in light of the age, sex, maturity of the student and nature of the infraction.

Routine inspections of district property assigned to students may be conducted at any time.

Use of drug-detection dogs and metal detectors, or similar detection devices, may be used only on the express authorization of the superintendent.

District officials may seize any item which is evidence of a violation of law, Board policy, administrative regulation or school rule, or which the possession or use of is prohibited by such law, policy, regulation or rule.

Students may be searched by law enforcement officials on district property or when the student is under the jurisdiction of the district. Law enforcement searches ordinarily shall be based upon a warrant. District officials will attempt to notify the student's parent(s) in advance and ~~district officials~~ will be present for all such searches, whenever possible.

The superintendent shall develop an administrative regulation for implementing this policy in a manner which protects students' rights and provides a safe learning environment without unreasonable interference. Provisions for staff, student and parent notice of the Board's policy and accompanying regulation shall be included.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

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

New Jersey v. T.L.O., 469 U.S. 325 (1985).

State ex. rel. Juv. Dept. v. M.A.D., 233 P3d. 437, 348 Or. 381 (2010).

State v. B.A.H., 263 P3d. 1046, 245 Or. App. 203 (2011).

State v. A.J.C., 326 P3d. 1195, 355 Or. 552 (2014).



Code: JFG-AR
Revised/Reviewed: 6/09/10; 5/13/15
Orig. Code: JFG-AR

Student Searches**

1. Definitions

- a. “Reasonable suspicion” is based upon specific and articulated facts to believe that the student personally poses, or is in possession of some item that poses a risk of immediate and serious harm to the student, school officials and/or others at the school. The official’s knowledge may be based upon relevant past experience of the official, observation by the official and/or credible information from another person.
 - (1) “Past experience” may provide the district official with information relevant to the violation as well as information which enables the official to evaluate the credibility of information from another person.
 - (2) “Credible information from another person” may include information which the district official reasonably believes to be true provided by another district employee, a student, a law enforcement or other government official or some other person.
- b. “Reasonable in scope” means that the manner and extent of the search are reasonably related to the objectives of the search, the unique features of the official’s responsibilities, and limited to the particular student or students most likely to be involved in the infraction and the area(s) which could contain the item(s) sought, and not excessively intrusive in light of the student’s age, sex, maturity and the nature of the infraction.

2. Routine Inspection of District Property Assigned to Students

- a. Lockers, desks and other storage areas provided by the school and assigned to a particular student(s) are the property of the district, remain in the possession of the district and are under the control of the principal. Students have no expectation of privacy regarding these items/areas.
- b. Students may use district-owned storage areas for the limited purpose of temporarily keeping items needed for attendance and participation in school instructional and activity programs only. No other purpose is permitted.
- c. Students shall be provided notification that district-owned storage areas assigned to students are subject to routine inspection without prior notice for the following reasons:
 - (1) Ensure that no item which is prohibited on district premises is present;
 - (2) Ensure maintenance of proper sanitation;
 - (3) Ensure mechanical condition and safety;
 - (4) Reclaim overdue library books, texts or other instructional materials, property or equipment belonging to the district.

3. Voluntary Consent

When a district official has the requisite justification to search either a particular district-owned storage area assigned to a student; or the clothing or the personal property of a student, the official has the option of making a search or asking the student to voluntarily provide the item(s) sought. Before making a search, the official should ordinarily ask for the student's voluntary consent by requesting the student to empty the contents of the storage area, clothing or personal property. If the student refuses consent for their/his/her personal property, the official may elect to contact the student's parents to obtain consent for the search of personal property.

4. Search Procedures

- a. With the requisite justification, a school official may search an individual student, a district-owned storage area assigned to a student or the personal property of a student. Personal property of a student includes, but is not limited to, wallets, purses, lunch boxes/sacks, book bag, backpack or other containers used to carry belongings.
- b. All searches of a student or a student's personal property shall be based on the required reasonable suspicion/risk of immediate and serious harm and shall be reasonable in scope. A "strip search," requiring a student to remove clothing down to the student's underwear or including underwear is prohibited by the district.
- c. Searches will generally be conducted by ~~an~~ administrator or by other school personnel only as authorized by the administrator. In certain circumstances ~~an~~ administrator may be assisted by a law enforcement official(s).
- d. The student will generally be permitted to be present during a search of a district-owned storage area assigned to the student or during a search of the student's personal property. The student's presence is not required, however.
- e. Search of a student's clothing will be limited to the student's "outer clothing" only. "Outer clothing" means the student's coat, jacket or other such outerwear garments worn by a student. A search of the clothing may include the search of a container inside the clothing, provided that the container is of a size and shape to hold the object of the search.
- f. Searches of a student's outer clothing will be conducted by a district official of the same sex as the student.
- g. Where the object of the search may be felt by a "pat down" of clothing or personal property, the district official may first pat the clothing or property in an attempt to locate the object before searching inside the clothing or property.
- h. Searches will be conducted in privacy, out of the view of other students, staff and others and in the presence of an adult witness of the same sex as the student.
- i. Any item removed from the student as a result of the above procedures which is not evidence of a violation of a law, ~~Board~~ ~~board~~ policy, administrative regulation or school rule may be returned to the student, as appropriate.

5. Other Searches¹

- a. Student vehicles may be parked on district property on the condition that the student and their/his/her parent(s) ~~allow~~ ~~allows~~ the vehicle and its contents, upon reasonable suspicion/risk of immediate serious harm, to be examined.

¹ Consult with legal counsel prior to implementing procedures in this section, modifying as appropriate to meet local needs.

If a student or parent(s) refuses to allow access to a vehicle when requested under the circumstances described above, the student's privilege of bringing a vehicle onto district property will be terminated for the remainder of the school year. Law enforcement officials may be notified.

- b. Metal detectors, including walk-through and hand-held devices, may be used when the superintendent determines that there is a need for such detectors based upon reasonable information of a history of:
 - (1) Weapons or dangerous objects found at school, on district property, at a school function or in the vicinity of the school; or
 - (2) Incidents of violence involving weapons at a school, on district property, at a school function or in the vicinity of the school.

Upon positive detection, a student will be asked to voluntarily remove the metal item. If the student refuses consent, the student will be held (will not be allowed further entrance into the building) and any personal property will be seized and secured while the parent(s) and law enforcement officials are summoned.

- c. Drug-detection dogs may be used when the superintendent determines that there is a need for use of such dogs based upon reasonable information of a history of:
 - (1) Drugs and/or drug paraphernalia use/possession at school, on district property, at a school function or in the vicinity of the school; or
 - (2) Incidents of violence or health emergencies involving drugs and/or drug paraphernalia at a school, on district property, at a school function or in the vicinity of the school.

After such need has been determined, drug-detection dogs may be used to sniff out contraband in district-owned storage areas or in student vehicles parked on district property upon reasonable suspicion to believe that contraband is in the area or vehicle.

Drug-detection dogs will not be used for general or "dragnet" searches.

- d. Body fluid searches of students for the presence of alcohol or drugs are prohibited by the district unless specifically authorized by the ~~Board~~board as part of its athlete drug-testing program.
- e. The district may deploy breathalyzer devices at extracurricular events and activities. Students may be subject to testing procedures as a prerequisite~~requisite~~ to attending the event/activity. If a student refuses testing, ~~he/she~~they will be detained and parents will be contacted to come and take the student home.

6. Discipline

- a. Possession or use of unauthorized, illegal, unhealthy or unsafe materials will result in the following:
 - (1) Seizure of the material:
 - (a) Property, the possession of which is a violation of law, ~~Board~~board policy, administrative regulation or school rule will be returned to the parent or, if also a

violation of law, turned over to law enforcement officials or destroyed by the district as deemed appropriate by the principal;

- (b) Stolen property will be returned to its rightful owner;
- (c) Unclaimed property may be disposed of in accordance with ~~Board~~board policy DN - Disposal of District Property.

- (2) Discipline up to and including expulsion and notification given to law enforcement officials as appropriate or as otherwise required by law or ~~Board~~board policy.

7. Documentation

- a. Administrators shall document all searches.
- b. Documentation shall consist of the following:
 - (1) Name, age and sex of student;
 - (2) ~~Date, time~~Time and location of search;
 - (3) Justification for search and nature of the reasonable suspicion/risk of immediate and serious harm;
 - (4) Description of the object(s) of the search;
 - (5) Type/Scope of search (e.g., areas/items searched);
 - (6) Results of search, prohibited material(s) found, disposition of the material(s) seized and discipline imposed;
 - (7) Name of the witness to the search;
 - (8) Name of the district official conducting the search;
 - (9) Contacts with law enforcement and name/position of the contact(s).
- c. Documentation will be maintained as a part of the student's education records and retained in accordance with applicable Oregon Administrative Rules governing records' retention.

8. Notice

Notice of the ~~Board's~~board's policy and this administrative regulation will be provided to staff, students and their parent(s) annually, through staff and student/parent handbooks.

9. Cooperation with Law Enforcement Officials

- a. Administrators will meet with law enforcement officials annually to review:
 - (1) Official contact protocols;
 - (2) Applicable ~~Board~~board policies and administrative regulations;
 - (3) Circumstances in which the district will generally be requesting local law enforcement involvement in student searches and suspected crimes;
 - (4) Handling searches and evidence when involving law enforcement officials.

STUDENT SEARCH FORM

- 1. Name, age and sex of student: _____

- 2. ~~Date, time~~Time and location of search: _____

- 3. Basis for search and nature of reasonable suspicion. What factors caused you to have a reasonable suspicion that the search of this student, ~~their~~his/her person or property or property assigned by the district for student use, would turn up evidence of some item that posed a risk of immediate and serious harm to the student, school officials and/or others at the school? Describe.

- 4. Describe areas and items searched: _____

- 5. What did the search yield? Were any prohibited items/materials seized? Were seized items/materials turned over to police? Parents? Other? Why or why not? Explain and include name(s)/position(s) of law enforcement contacts.

- 6. Was discipline imposed? Why or why not? _____

- 7. Name and title/position of the witness to the search: _____

- 8. Name and title/position of district official conducting the search: _____

Signature of Witness	Date	Signature of District Official ConductingConduct Search	Date
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Corrected 6/22/22



Code: JFI
Adopted: 10/11/17
Orig. Code: JFI

Student Demonstrations and Petitions

Demonstrations

District students are permitted to hold demonstrations on district property under the following conditions:

1. The demonstration must be scheduled with the superintendent in advance; a crowd control plan must be presented;
2. The demonstration must not disrupt classroom activities;
3. The demonstration must not present a threat to student or staff safety or be a hazard to district property.

Petitions

Students may petition for a change in Board policies, administrative regulations and school rules. Petitions must be reviewed by ~~an~~ administrator prior to circulation on district grounds and must be submitted to the superintendent upon completion. The superintendent will forward petitions to the Board or administrator, as appropriate.

Informal Student Gatherings

Students gathered informally shall not disrupt the orderly operation of the educational process.

Students gathered informally shall not infringe upon the rights of others to pursue their activities.

END OF POLICY

Legal Reference(s):

[ORS 332.072](#) [OAR 581-021-0050](#)
[ORS 332.107](#) [OAR 581-021-0055](#)

U.S. Const. amend. I; U.S. Const. amend. XIV.
Or. Const., art. I, § 8.
Equal Access Act, 20 U.S.C. §§ 4071-4074 (2012).

Corrected 6/22/22



Code: JG
Adopted: 4/13/11
Revised/Readopted: 4/09/14; 9/09/15; 6/08/16
Orig. Code: JG

Student Discipline**

Discipline in the district is based upon a philosophy research designed to produce behavioral changes that will enable students to develop the self-discipline necessary to remain in school and to function successfully in their educational and social environments.

Students are subject to discipline for conduct while traveling to and from school, at the bus stop, at school-sponsored events, while at other schools in the district and while off campus, whenever such conduct causes a substantial and material disruption of the educational environment or the invasion of rights of others.

The major objectives of the district discipline program are to teach the following fundamental concepts for living:

1. Understanding and respect for individual rights, dignity and safety;
2. Understanding and respect for the law, Board policies, administrative regulations and school rules;
3. Understanding of and respect for public and private property rights.

The Board seeks to ensure a school climate which is appropriate for learning and which assures the safety and welfare of personnel and students. The superintendent will develop procedures administrative regulations whereby those students who disrupt the educational setting or who endanger the safety of others, will be offered corrective counseling and be subject to disciplinary sanctions that are age appropriate, and to the extent practicable, use approaches that are shown through research to be effective to correct behavioral problems, while supporting a students' attendance to school and classes. Examples include, but are not limited to, reprimands, conferences, detention and denial of participation in cocurricular and extracurricular activities. Titles and/or privileges available to or granted to students may be denied and/or revoked (e.g., valedictorian, salutatorian, student body, class or club office positions, field trips, senior trip, prom, etc.). The district shall consider the age of the student and the student's past pattern of behavior prior to suspension or expulsion of the student. The superintendent may propose alternative programs of instruction or instruction combined with counseling prior to a student's expulsion or a student leaving school in accordance with law.

The district shall enforce consistently, fairly and without bias all student conduct policies, administrative regulations and school rules.

A student whose conduct or condition is seriously detrimental to the school's best interests may be suspended. Students may be expelled for any of the following circumstances: a) when a student's conduct

poses a threat to the health or safety of students or employees; b) when other strategies to change the student's behavior have been ineffective, except that expulsion may not be used to address truancy; or c) when required by law. The district shall consider the age of the student and the student's past pattern of behavior prior to imposing the suspension or expulsion. The district will ensure careful consideration of the rights and needs of the individual concerned, as well as the best interests of other students and the school program as a whole.

The use of out-of-school suspension or expulsion for discipline of a student in the fifth grade or below, is limited to:

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

When an out-of-school suspension is imposed on a student in the fifth grade or lower, the district shall take steps to prevent the recurrence of the behavior that led to the out-of-school suspension, and return the student to a classroom setting to minimize the disruption of the student's academic instruction.

Special education students shall be disciplined in accordance with federal law and Board policy JGDA - Discipline of Students with Disabilities and accompanying administrative regulation.

Parents, students and employees shall be notified by handbook, code of conduct or other document of acceptable behavior, behavior subject to discipline and the procedures to address behavior. These procedures will include a system of consequences designed to correct student misconduct and promote acceptable behavior.

END OF POLICY

Legal Reference(s):

[ORS 243.650](#)
[ORS 332.061](#)
[ORS 332.072](#)
[ORS 332.107](#)

[ORS 339.115](#)
[ORS 339.240 to -339.280](#)
[ORS 659.850](#)

[OAR 581-021-0045](#)
[OAR 581-021-0050 to -0075](#)

Tinker v. Des Moines Sch. Dist., 393 U.S. 503 (1969).
Shorb v. Grotting and Powers Sch. Dist., Case No. 00CV-0255 (Coos County Circuit Ct.) (2000).
Ferguson v. Phoenix Talent Sch. Dist. #4, 172 Or. App. 389 (2001).

Corrected 6/22/22



Code: JGA
Adopted: 6/09/10
Orig. Code: JGA

Corporal Punishment**

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

“Corporal punishment” is defined as the willful infliction of, or willfully causing the infliction of, physical pain.

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

A staff member is authorized to employ reasonable physical force upon a student when and to, in his/her professional judgment, the extent the application of physical force is consistent with ORS 339.285-339.303. necessary to prevent a student from harming self, others or doing harm to district property. Physical force shall not be used to discipline or punish a student. The superintendent shall inform all staff members and volunteers of this policy.

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

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

END OF POLICY

Legal Reference(s):

[ORS 161.205](#)
[ORS 332.107](#)
[ORS 339.240](#)

[ORS 339.250](#)
[OAR 581-021-0050 – 0075](#)

[OAR 584-020-0040](#)

Corrected 6/22/22



Code: JGAB
Adopted: 6/11/09
Revised/Readopted: 2/12/14; 9/10/14; 6/13/18
Orig. Code: JGA

Physical Use of Restraint and/or Seclusion**

The Board is dedicated to the development and application of best practices within the district's public educational/behavioral programs. The Board establishes this policy and its administrative regulation to define the circumstances that must exist and the requirements that must be met prior to, during, and after the use of restraint or seclusion as an intervention with district students.

The use of the following types of restraint on a student in the district is prohibited:

1. Chemical restraint.
2. Mechanical restraint.
3. Prone restraint.
4. Supine restraint.
5. Any restraint that involves the intentional and nonincidental use of a solid object¹, including a wall or the floor, to impede a student's movement, unless the restraint is necessary to prevent an imminent life-threatening injury or to gain control of a weapon.
6. Any restraint that places, or creates a risk of placing, pressure on a student's mouth, neck or throat.
7. Any restraint that places, or creates a risk of placing, pressure on a student's mouth, unless the restraint is necessary for the purpose of extracting a body part from a bite.
8. Any restraint that impedes, or creates a risk of impeding, breathing.
9. Any restraint that involves the intentional placement of the hands, feet, elbow, knee or any object on a student's neck, throat, genitals or other intimate parts.
10. Any restraint that causes pressure to be placed, or creates a risk of causing pressure to be placed, on the stomach or back by a knee, foot or elbow bone.
11. Any action designed for the primary purpose of inflicting pain.

¹ The use of a solid object, including furniture, a wall, or the floor, by district staff performing a restraint is not prohibited if the object is used for the staff's own stability or support while performing the restraint and not as a mechanism to apply pressure directly to the student's body.

Restraint or seclusion may not be used for discipline, punishment, retaliation or convenience of staff, contractors or volunteers of the district.

Restraint may be imposed on a student in the district only under the following circumstances:

1. The student's behavior imposes a reasonable risk of imminent and substantial physical or bodily injury to the student or others; and
2. Less restrictive interventions would not be effective.

Seclusion may be used on a student in the district only under the following circumstances:

1. The student's behavior imposes a reasonable risk of imminent and serious bodily injury to the student or others; and
2. Less restrictive interventions would not be effective.

If restraint or seclusion is used on a student, by trained staff or other staff available in the case of an emergency when trained staff are not immediately available due to the unforeseeable nature of the emergency, e.g., teacher, administrator, it will be used only for as long as the student's behavior poses a reasonable risk of imminent and substantial physical or bodily injury to the student or others and less restrictive interventions would not be effective. Students will be continuously monitored by staff for the duration of the restraint or seclusion.

Definitions

- ~~1. "Physical restraint" means the restriction of a student's movement by one or more persons holding the student or applying physical pressure upon the student. Physical restraint does not include touching or holding a student without the use of force for the purpose of directing the student or assisting the student in completing a task or activity. The definition of "physical restraint" does not include the use of mechanical, chemical or prone restraint of a student as these methods are prohibited by Oregon law.~~
1. "Restraint" means the restriction of a student's actions or movements by holding the student or using pressure or other means.

"Restraint" does not include:

- a. Holding a student's hand or arm to escort the student safely and without the use of force from one area to another;
- b. Assisting a student to complete a task if the student does not resist the physical contact; or
- c. Providing reasonable intervention with the minimal exertion of force necessary if the intervention does not include a restraint prohibited under Oregon Revised Statute (ORS) 339.288 and the intervention is necessary to:
 - (1) Break up a physical fight;
 - (2) Interrupt a student's impulsive behavior that threatens the student's immediate safety, including running in front of a vehicle or climbing on unsafe structures or objects; or
 - (3) Effectively protect oneself or another from an assault, injury or sexual contact with the minimum physical contact necessary for protection.

2. “Seclusion” means the involuntary confinement of a student alone in a room from which the student is physically prevented from leaving. Seclusion includes, but is not limited to, include the involuntary confinement removal of a student alone for a short time to provide the student with an opportunity to regain self-control, in a room with a closed door, whether the door is locked or unlocked setting from which the student is not physically prevented from leaving.

“Seclusion” does not include the removal of a student for a short period of time to provide the student with an opportunity to regain self-control if the student is in a setting from which the student is not physically prevented from leaving, or a student being left alone in a room with a closed door for a brief period of time if the student is left alone for a purpose that is unrelated to the student’s behavior.

3. “Serious bodily injury” means any significant impairment of the physical condition of a person, as determined by qualified medical personnel, whether self-inflicted or inflicted by someone else.
4. “Substantial physical or bodily injury” means any impairment of the physical condition of a person that requires some form of medical treatment.
5. “Mechanical restraint” means a device used to restrict the movement of a student or the movement or normal function of a portion of the body of a student.

“Mechanical restraint” does not include:

- a. A protective or stabilizing device ordered by a licensed physician; or
 - b. A vehicle safety restraint when used as intended during the transport of a student in a moving vehicle.
6. “Chemical restraint” means a drug or medication that is used on a student to control behavior or restrict freedom of movement that is has not been prescribed by a licensed physician health professional or other qualified health professional acting under the professional’s scope of practice for standard treatment of the student’s medical or psychiatric condition; and administered as prescribed by a licensed physician or other qualified health care professional acting under the professional’s scope of practice.
 7. “Prone restraint” means a restraint in which a student is held face down on the floor.
 8. “Supine restraint” means a restraint in which a student is held face up on the floor.

Policy

Physical restraint and/or seclusion are only permitted as part of a behavior support plan when other less restrictive interventions would not be effective and the student’s behavior poses a threat of imminent, serious, physical harm to the student or others. Physical restraint and/or seclusion may also be used in an emergency by a district employee as necessary to maintain order or to prevent a student from harming him/herself, other students, and district staff (as per OAR 581-021-0061(2)). The use of physical restraint and/or seclusion in these circumstances is permitted only for as long as the student’s behavior poses a threat of imminent, serious physical harm to him or herself or others.

Any student being restrained or secluded within the district whether in an emergency or as a part of a plan shall be constantly monitored by staff for the duration of the intervention. Any room used for seclusion of a student must meet the standards as outlined in Oregon Administrative Rule (OAR) OAR 581-021-0568.

The district has selected uses the Oregon Intervention System (OIS) MANDT System[®] training program of restraint or physical restraints and seclusion for use in the district. As required by state regulation, the selected program shall be as one of the approved interventions by the Oregon Department of Education (ODE) and include, but not limited to, positive. As required by State regulation, this program includes behavior support, conflict prevention, de-escalation, and crisis response techniques. Any program selected by the district must be in compliance with state and federal law with respect to the use of restraint and seclusion.

An annual review of the use of physical restraint and seclusion during the preceding school year shall be completed and submitted to ODE the Superintendent of Public Instruction to ensure compliance with district policies and procedures.

The results of the annual review and annual report shall be documented and shall include at a minimum:

1. The total number of incidents involving physical restraint;
2. The total number of incidents involving seclusion;
3. The total number of seclusions in a locked room;
4. The total number of students placed in physical restraint;
5. The total number of students placed in seclusion;
6. The total number of incidents that resulted in injuries or death to students or staff personnel as a result of the use of physical restraint or seclusion;
7. The total number of students placed in restraint and/or seclusion more than 10 times in a school year and an explanation of what steps have been taken by the district to decrease the use of physical restraint and seclusion for each student;
8. The total number of physical restraint and seclusion incidents carried out by untrained individuals;
9. The demographic characteristics² of all students upon whom physical restraint and/or seclusion was imposed;
10. The total number of rooms available for use by the district for seclusion of a student and a description of the dimensions and design of the rooms.

This annual report shall be made available to the Board and to the public at the district's main office and on the district's website, and to the Board.

² Including race, ethnicity, gender, disability status, migrant status, English proficiency and status as economically disadvantaged, unless the demographic information would reveal personally identifiable information about an individual student.

At least once each school year the parents and guardians of students of the district public shall be notified about ~~as to~~ how to access the report.

The district shall investigate all complaints regarding the use of physical restraint and/or seclusion practices according to the ~~as per district complaint policies and~~ procedures outlined in Board policy KL - Public Complaints and KL-AR - Public Complaint Procedure ~~Complaints. This does not preclude complaints under other applicable provisions.~~ The complaint procedure is available at the district's administrative office and is available on the home page of the district's website.

~~The~~A complainant, whether an organization who is a student, is a parent or an individual guardian of a student attending school in the district or is a person who resides in the district, may appeal a district's final decision by the Board to the Oregon Department of Education pursuant to ~~Deputy Superintendent of Public Instruction as provided in~~ OAR 581-002-0001 - 581-002-0023,0040. This appeal process is identified in administrative regulation KL-AR(2) - Appeal to the Deputy Superintendent of Public Instruction.

~~The board directs the superintendent to establish~~shall develop administrative regulations for implementing this policy and conduct and document an annual review of the use of physical restraint and seclusion in the district to ensure adherence to this policy and the established procedures for implementation to carry out the requirements set forth in this policy and to meet additional requirements established by law related to use, reporting, and written documentation of the use of restraint or seclusion by district staff.

END OF POLICY

Legal Reference(s):

[ORS 161.205](#)
[ORS 339.250](#)
[ORS 339.285](#)
[ORS 339.288](#)
[ORS 339.291](#)
[ORS 339.294](#)
[ORS 339.297](#)

[ORS 339.300](#)
[ORS 339.303](#)

[OAR 581-021-0061](#)
[OAR 581-021-0550](#)
[OAR 581-021-0553](#)
[OAR 581-021-0556](#)

[OAR 581-021-0563](#)
[OAR 581-021-0566](#)
[OAR 581-021-0568](#)
[OAR 581-021-0569](#)
[OAR 581-021-0570](#)
[OAR 581-022-2267](#)
[OAR 581-022-2370](#)

Corrected 6/22/22



Code: JGAB-AR
Revised/Reviewed: 10/11/17
Orig. Code: JGAB-AR

Use of Restraint and/or Seclusion

General Guidelines Procedure

1. If restraint or seclusion continues for more than 30 minutes, school staff will attempt to immediately notify parents or guardians verbally or electronically.
2. Parents will be provided verbal or electronic notification by the school staff following the use of physical restraint or seclusion by the end of the day on which the incident occurred.
- 3.2. Following an incident involving the use of restraint or seclusion, school staff will provide parents or guardians of the student the following:
 - a. Verbal or electronic notice of the incident by the end of the school day when the incident occurred.
 - b. Parents will be provided with written documentation of the incident within 24 hours that provides:
 - (1) A description of the physical restraint and/or seclusion including:
 - (a) The date of the physical restraint or seclusion;
 - (b) The times the physical restraint or seclusion began and ended; and
 - (c) The location of the incident;
 - (2) A description of the student's activity that prompted the use of physical restraint or seclusion;
 - (3) The efforts used to de-escalate the situation and the alternatives to physical restraint or seclusion that were attempted;
 - (4) The names of personnel of the public education program district staff who administered the physical restraint or seclusion;
 - (5) A description of the training status of the personnel district staff who administered the physical restraint or seclusion, including any information that may need to be provided to the parent or guardian; and
 - (6) Timely notification of a debriefing meeting to be held and of the parent's or guardian's right to attend the meeting.
- 4.3. If the physical restraint or seclusion was administered by a person without training, the administrator district will ensure written notice is issued to the parent or guardian of the student provide that includes the lack of training, and information along with the reason why a person without training administered the physical restraint or seclusion. The administrator will ensure written notice of the same to the superintendent.

- 5.4. An administrator will be notified as soon as practicable whenever physical restraint and/or seclusion has been used.
- 6.5. If physical restraint or seclusion continues for more than 30 minutes the student must be provided with adequate access to bathroom and water every 30 minutes. If physical restraint or seclusion continues for more than 30 minutes, every 15 minutes after the first 30 minutes, an administrator for the district public education program must provide written authorization for the continuation of the physical restraint or seclusion, including providing documentation for the reason the physical restraint or seclusion must be continued. Whenever physical restraint or seclusion extends beyond 30 minutes, personnel of the district staff will immediately attempt to verbally or electronically notify a parent or guardian.
- 7.6. A district Physical Restraint and/or Seclusion Incident Report must be completed and copies provided to those attending the debriefing meeting for review and comment. The completed Restraint and/or Seclusion Incident Report Form shall include the following:
- a. Name of the student;
 - b. Name of staff member(s) administering the restraint or seclusion;
 - c. Date of the restraint or seclusion and the time the restraint or seclusion began and ended;
 - d. Location of the restraint or seclusion;
 - e. A description of the restraint or seclusion;
 - f. A description of the student's activity immediately preceding the behavior that prompted the use of restraint or seclusion;
 - g. A description of the behavior that prompted the use of restraint or seclusion;
 - h. Efforts to de-escalate the situation and alternatives to restraint or seclusion that were attempted;
 - i. Information documenting parent or guardian contact and notification.
- 8.7. A documented debriefing meeting must be held within two school days after the use of physical restraint or seclusion; staff members involved in the intervention must be included in the meeting. The debriefing team shall include an administrator. Written notes shall be taken and a copy of the written notes shall be provided to the parent or guardian of the student.
- 9.8. If serious bodily injury or death of a student occurs in relation to the use of restraint or seclusion, written notification of the incident must be provided to the Department of Human Services within 24 hours of the incident.
- 10.9. If serious bodily injury or death of a staff member occurs in relation to the use of restraint or seclusion, written notification of the incident must be provided to the superintendent within 24 hours of the incident, or to the union representative for the affected person, if applicable.
- 11.10. The district will maintain a record of each incident in which injuries or death occurs in relation to the use of restraint or seclusion.

The completed Physical Restraint and/or Seclusion Incident Report Form shall include the following:

1. Name of the student;
2. Name of staff member(s) administering the physical restraint or seclusion;

3. ~~Date of the physical restraint or seclusion and the time the physical restraint or seclusion began and ended;~~
4. ~~Location of the physical restraint or seclusion;~~
5. ~~A description of the physical restraint or seclusion;~~
6. ~~A description of the student's activity immediately preceding the behavior that prompted the use of physical restraint or seclusion;~~
7. ~~A description of the behavior that prompted the use of physical restraint or seclusion;~~
8. ~~Efforts to de-escalate the situation and alternatives to physical restraint or seclusion that were attempted;~~
9. ~~Information documenting parent contact and notification; and~~
10. ~~A summary of the debriefing meeting held.~~

Physical Restraint and/or seclusion as a part of a behavioral support plan in the student's Individual Education Program (IEP) or Section 504 plan.

1. Parent participation in the plan is required.
2. The IEP team that develops the behavioral support plan shall include knowledgeable and trained ~~staff personnel~~, including a behavioral specialist and a district representative who is familiar with the ~~physical restraint and seclusion training practices adopted by the district.~~
3. Prior to the implementation of any behavioral support plan that includes ~~physical restraint and/or seclusion~~, a functional behavioral assessment must be completed. The assessment plan must include an individual threshold for reviewing the plan.
4. When a behavior support plan includes ~~physical restraint or seclusion~~ the parents will be provided a copy of the district Use of Restraint ~~or~~ Seclusion policy at the time the plan is developed.
5. If a student is involved in five incidents in a school year, the team, including a parent or guardian of the student, will form for the purpose of reviewing and revising the student's behavior plan.

Use of ~~physical~~ restraint and/or seclusion in an emergency by school administrator, staff or volunteer to maintain order or prevent a student from harming ~~themselves/herself~~, other students or school staff.

Use of ~~physical~~ restraint and/or seclusion under these circumstances with a student who does not have ~~physical restraint and/or seclusion~~ as a part of their IEP or Section 504 plan, is subject to all of the requirements established by ~~Board policy and~~ this administrative regulation with the exception of those specific to plans developed in an IEP or 504 plan.

Corrected 6/22/22



Code: JGD
Adopted: 1/04/07
Revised/Readopted: 6/09/10; 9/09/15; 10/11/17
Orig. Code: JGD

Suspension**

Suspension removes from a student the privilege of attending school and school activities for a maximum of 10 school days. In special circumstances a suspension may be continued until some specific pending action occurs such as a court hearing, a medical evaluation, or a review by a probation officer. Suspensions are made by the principal or his/her designee and are not to be used in lieu of expulsion. School days missed while on suspension will be considered unexcused absences.

The Board authorizes the administration to suspend a student for one or more of the following reasons:

1. Willful disobedience and violation of Board policies, administrative regulations or school rules;
2. Willful conduct which materially and substantially disrupts the rights of others to an education;
3. Willful conduct which endangers the student, other students or staff members;
4. Willful conduct which damages or injures district property.

A student whose conduct or condition is seriously detrimental to the school's best interests may be suspended. The district shall consider the age of the student and the student's past pattern of behavior prior to imposing the suspension. The district will ensure careful consideration of the rights and needs of the individual concerned, as well as the best interests of other students and the school program as a whole.

The use of out-of-school suspension for discipline of a student in the fifth grade or below, is limited to:

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

When an out-of-school suspension is imposed on a student in the fifth grade or lower, the district shall take steps to prevent the recurrence of the behavior that led to the out-of-school suspension, and return the student to a classroom setting to minimize the disruption of the student's academic instruction.

Each notice of suspension will include a statement of the reasons for suspension, the length of the suspension, a plan for readmission and may include a plan for the student to make up school work. No suspension shall extend beyond 10 school days.

Students and parents are given notice of possible discipline actions resulting from student misconduct that may result in suspension in the *Student Rights and Responsibilities Handbook* made available by the district.

Every reasonable and prompt effort must be made to notify the parents of suspended students. The district may require a student to attend school during nonschool hours as an alternative to suspension.

In emergency situations that are a result of risk to health and safety, the district may postpone the suspension notice process above until the emergency condition has passed.

Students who are suspended may not attend after-school activities and athletic events, be present on district property without a parent or participate in activities directed or sponsored by the district.

Suspensions may be appealed to the board through the districts complaint procedure.

END OF POLICY

Legal Reference(s):

[ORS 339.240](#)

[ORS 339.250](#)

[OAR 581-021-0050](#)

[OAR 581-021-0055](#)

[OAR 581-021-0060](#)

[OAR 581-021-0065](#)

[OAR 581-021-0071](#)

[OAR 581-021-0075](#)

Corrected 6/22/22



Code: JGDA/~~JGEA~~
Adopted: 2/11/10
Revised/Readopted: 10/11/17
Orig. Code: JGDA/JGEA

Discipline of Students with Disabilities**

When considering student disciplinary procedures that may result in removal of the student, the district follows all special education procedures and ensures the parent and the student are afforded the procedural safeguards of the Individuals with Disabilities Education Act (IDEA) if:

1. The student is receiving individualized education program (IEP) services; or
2. The student has not yet been identified as a student with a disability, but the district had knowledge that the student had a disability and needed special education.

For a violation of a code of conduct, the district may remove a student with a disability from a current educational placement to an appropriate interim alternative educational setting, another setting, or suspension, for up to 10 school days in a school year to the same extent, and with the same notice, as for students without disabilities, if the removals do not constitute a pattern. The district may remove a student with disabilities for additional periods of up to 10 days if the removals do not constitute a pattern. The determination regarding whether a series of removals constitutes a pattern is subject to review in an expedited due process hearing.

Disciplinary removal of a student with a disability constitutes a change in the student's educational placement when the removal is for more than 10 consecutive school days, or the removal is for more than 10 cumulative school days and constitutes a pattern of removals. When considering whether to order a disciplinary change of placement the district may consider any unique circumstances on a case-by-case basis. Any decision to initiate a disciplinary change in placement requires a determination of whether the conduct leading to the disciplinary removal was caused by, or was substantially related to, the student's disability or was a direct result of the district's failure to implement the student's IEP.

For a violation involving drugs, weapons or the infliction of serious bodily injury, the district may remove a student with a disability from the student's current educational placement to an appropriate interim alternative educational setting for the same amount of time that a student without a disability would be subject to discipline, but for not more than 45 school days in a school year without regard to whether the behavior is a manifestation of the student's disability. This removal is considered a change in placement.

The district will provide educational services to a student who is suspended or expelled for more than 10 school days in a school year. These services may be provided in a different location or interim alternative educational setting as determined by the IEP and placement teams.

END OF POLICY

Legal Reference(s):

[ORS 326.565](#)
[ORS 326.575](#)
[ORS 336.187](#)
[ORS 339.240](#)
[ORS 339.250](#)
[ORS 339.252](#)

[ORS 343.177](#)
[OAR 581-015-2400](#)
[OAR 581-015-2405](#)
[OAR 581-015-2410](#)
[OAR 581-015-2415](#)

[OAR 581-015-2420](#)
[OAR 581-015-2425](#)
[OAR 581-015-2430](#)
[OAR 581-015-2435](#)
[OAR 581-015-2440](#)

Individuals with Disabilities Education Act (IDEA), 20 U.S.C. § 1415(k) (2012).
Assistance to States for the Education of Children with Disabilities, 34 C.F.R. § 300.507, § 300.508(a)-(c); §§ 300.510-300.514;
§§ 300.530-300.536 (2017).

Corrected 6/22/22



Code: JGDA/~~JGEA~~-AR
Adopted: 2/11/10
Orig. Code: JGDA/JGEA-AR

Discipline of Students with Disabilities**

1. Definition

- a. The district applies the following definitions when considering disciplinary action:
 - (1) “Behavioral intervention plan” means an individualized plan, including positive interventions, designed to assist a student to decrease inappropriate behavior and increase or teach an alternative appropriate behavior.
 - (2) “Current educational placement” means the type of educational placement of the student as described in the student’s “annual determination of placement” document at the time of the disciplinary removal. It does not mean the specific location or school but the types of placement on the continuum of placement options.
 - (3) “Disciplinary removal” means suspension, expulsion or other removal from school for disciplinary reasons, including removals pending completion of a risk assessment. It does not include:
 - (a) Removals by other agencies;
 - (b) Removals for public health reasons (e.g., head lice, immunizations, communicable diseases, etc.);
 - (c) In-school suspensions if the student continues to have access to the general curriculum and to special education and related services as described in the student’s individualized education program (IEP), ~~IEP~~, and continues to participate with nondisabled students to the extent they would in their current placement; or
 - (d) Bus suspensions, unless the student’s IEP includes transportation as a related service, the district makes no alternative transportation arrangements for the student, and the student does not attend school as a result of the bus suspension.
- b. “Functional behavioral assessment” means an individualized assessment of the student that results in a team hypothesis about the function of a student’s behavior and, as appropriate, recommendations for a behavior intervention plan.
- c. “Suspension” means any disciplinary removal other than expulsion.

2. Disciplinary Change of Placement

- a. Disciplinary removal of a student with a disability constitutes a change in the student’s educational placement when:
 - (1) The removal is for more than 10 consecutive school days; or
 - (2) The removal is for more than 10 cumulative school days and constitutes a pattern of removals.

- b. The district may consider any unique circumstances on a case-by-case basis when determining whether to order a disciplinary change in placement.

3. Manifestation Determination

- a. Within 10 days of any decision to initiate a disciplinary change in placement of a student with a disability, the district convenes a manifestation determination meeting.
- b. The district follows all required special education procedures for determining whether a student's conduct that led to a disciplinary removal from school was caused by, or had a substantial relationship to, the student's disability or was a direct result of the district's failure to implement the student's IEP.

4. Disciplinary Removals for up to 10 School Days

- a. The district may remove students with disabilities from their current educational placement, to an appropriate interim alternative educational setting, another setting, or suspension, for up to 10 school days in a school year, to the same extent, and with the same notice, for violation of a code of conduct as for students without disabilities. These removals are not considered a change in placement.
- b. During disciplinary removals for up to 10 school days:
 - (1) The district is not required to provide access to special education and the general curriculum unless students without disabilities are provided access during this time.
 - (2) The district is not required to determine whether the student's behavior resulting in the disciplinary removal is a manifestation of the student's disability.
 - (3) The district counts days of suspension for the purposes of procedural safeguards as follows:
 - (a) Suspensions of a half day or less will be counted as a half day; and
 - (b) Suspensions of more than a half day will be counted as a whole day;
 - (c) If a student moves from another district in Oregon, any days of suspension from the former district apply, unless the district does not have knowledge of previous suspensions.

5. Disciplinary Removals of More than 10 Cumulative School Days and Pattern of Removal

- a. The district may remove students with disabilities from their current educational placement to an appropriate interim alternative educational setting, another setting or suspension for additional periods of up to 10 days in a school year, to the same extent, and with the same notice as for students without disabilities, if the removals do not constitute a pattern. These removals do not constitute a change in placement.
- b. In determining whether removals of additional periods of up to 10 school days constitute a pattern of removals, school personnel will consider, on a case-by-case basis:
 - (1) Whether the behavior is substantially similar to the student's behavior in previous incidents that resulted in the series of removals; and
 - (2) Additional factors such as the length of each removal, the total number of days of removal, and the proximity of removals to one another.

- c. During removals of additional periods of up to 10 school days in a school year that do not constitute a pattern, the district will provide services that are necessary to enable the student to:
 - (1) Continue to participate in the general education curriculum;
 - (2) Progress toward achieving the goals in the student’s IEP; and
 - (3) The services and location for delivery of services in this section will be determined by school personnel, in consultation with at least one of the student’s teachers, or by the student’s IEP team.
 - d. The determination regarding whether a series of removal constitutes a pattern is subject to review in an expedited due process hearing.
6. Removal to an Interim Alternative Educational Setting for Not More Than 45 Days by the District under Special Education Circumstances
- a. The district may remove a student with a disability from the student’s current educational placement to an appropriate interim alternative educational setting for the same amount of time that a student without a disability would be subject to discipline, but for not more than 45 school days in a school year, for a drug or weapon violation, or for infliction of serious bodily injury, without regard to whether the behavior is manifestation of the student’s disability. This removal is considered a change in placement. School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order such a removal.
 - b. For the purpose of determining a drug or weapon violation or serious bodily injury, the district will apply the following definitions:
 - (1) “Drug” means illegal drug or controlled substance but does not include a substance that is legally possessed or used under the supervision of a licensed health-care professional or otherwise legally possessed. It does not include alcohol or tobacco.
 - (2) “Drug violation” means the use, possession, sale or solicitation of drugs at school or a school function.
 - (3) “Infliction of serious bodily injury” means serious bodily injury caused by a student to another person while at school, on school premises or at a school function under the jurisdiction of the Oregon Department of Education (ODE) or a district.
 - (4) “Serious bodily injury” means bodily injury, which involves substantial risk of death, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ or mental faculty.
 - (5) “Weapon” means a weapon, device, instrument, material or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that it does not include a pocket knife with a blade of less than 2-1/2 inches in length.
 - (6) “Weapon violation” means carrying a weapon to school or to a school function or acquiring a weapon at school.
 - c. On the date that the district decides to remove a student to an interim alternative educational placement because of a drug or weapon violation or for serious bodily injury, the district notifies that parent(s) of the decision and gives the parent(s) a Procedural Safeguards Notice.
 - d. Within 10 school days of any decision to remove the student to an interim alternative educational placement because of a drug or weapon violation or for serious bodily injury, the district:

- (1) Convenes a meeting to determine whether the behavior is a manifestation of the student’s disability; and
- (2) Conducts, as appropriate, a functional behavior assessment, and develops a behavior intervention plan based on the functional behavior assessment that is designed to address the behavior so it does not recur.

7. Removal to an Interim Alternative Educational Setting for Not More than 45 Days by Administrative Law Judge for Injurious Behavior

- a. The district may request an expedited due process hearing to obtain an administrative law judge’s order to remove a student to an interim alternative educational setting for not more than 45 school days if the student is exhibiting injurious behavior. For the purpose of this request, “injurious behavior” is defined as behavior that is substantially likely to result in injury to the student or to others.
- b. The interim alternative educational setting must meet the requirements of the “Interim Alternative Educational Setting” section.

8. Interim Alternative Educational Setting

When a student with a disability is placed in an interim alternative educational setting, the setting:

- a. Is determined by the student’s IEP; and
- b. Enables the student to:
 - (1) Continue to participate in the general curriculum, although in another setting;
 - (2) Progress toward achieving the goals in the student’s IEP; and
 - (3) Receive services and modifications designed to address the misconduct that led to placement in the interim alternative educational setting and to prevent the misconduct from recurring.

9. Placement Pending Appeal

If a parent disagrees with the manifestation determination or any decision about placement related to the disciplinary removal and requests a due process hearing, the student will remain in the interim alternative educational setting pending the decision of the administrative law judge, or until the end of the disciplinary removal, whichever is shorter, unless the parent and district agree to another placement pending the hearing.

10. Conduct and Outcome of a Manifestation Determination

- a. Within 10 school days of any decision to change the placement of a student with a disability for disciplinary reasons, the district convenes a manifestation determination meeting.
- b. The team that determines whether a student’s behavior that led to a disciplinary removal from school was caused by, or had a substantial relationship to the student’s disability or was a direct result of the district’s failure to implement the student’s IEP, includes the parent(s), district representatives and other relevant members of the IEP team, as determined by the parent and district.
 - (1) The team reviews all relevant student information, including the student’s IEP, teacher observations and information provided by the parent.

- (2) The team concludes that the conduct in question is a manifestation of the student's disability if it determines the behavior was caused by, or had a substantial relationship to, the child's disability, or if it was the direct result of the district's failure to implement the IEP.
- c. If the team determines that the district did not implement the student's IEP or identifies other deficiencies in the student's IEP or placement, the district corrects the identified deficiencies immediately.
- d. Regardless of whether the behavior was a manifestation of the student's disability, the district may remove the student to an interim alternative educational setting for weapons or drug violations or for infliction of serious bodily injury for up to 45 days.
- e. When behavior is a manifestation of disability.

If the team concludes that the behavior was a manifestation of the student's disability:

- (1) The district will not proceed with a disciplinary removal for more than 10 days.
- (2) The district conducts a functional behavioral assessment and develops a behavior plan to address the behavior that led to the disciplinary action. If the district has already conducted a functional behavioral assessment or if the student already has a behavior intervention plan regarding that behavior, the district reviews, modifies as necessary and implements the plan to address the behavior.
- (3) The district may review and revise the student's IEP and placement through normal IEP and placement processes.
- (4) The district may enter into an agreement with the parent to change the student's placement as part of the modification of the behavioral intervention plan.
- (5) If the district believes that maintaining the current placement of the child is substantially likely to result in injury to the student or to others, the district may appeal the decision of the manifestation determination team by requesting an expedited due process hearing. An administrative law judge who concludes that maintaining the current educational placement is substantially likely to result in injury to the student or to others may order a change in placement to an interim alternative educational setting for no more than 45 days.
- f. When behavior is not a manifestation of disability.

If the IEP team determines that the student's behavior is not a manifestation of the student's disability, the district may proceed with disciplinary removals, in the same manner and for the same duration, as would be applied to students without disabilities. If the district takes such action, applicable to all students, the district:

- (1) Notifies the parent(s) of the decision to remove the student on the date that decision is made and gives the parents a Procedural Safeguards Notice;
- (2) Give the parent(s) prior written notice of any proposed change in placement;
- (3) Provides services to the student in an interim alternative educational setting that is determined by the IEP team; and
- (4) Provides, as appropriate, a functional behavioral assessment, develops appropriate behavioral interventions to address the behavior and implements those interventions.

11. Protections for Students not yet Eligible for Special Education

- a. The district will follow all special education disciplinary procedures for a student who has not yet been identified as a student with a disability if the district had knowledge that the student had a disability and needed special education.
- b. The district is presumed to have such knowledge if, before the behavior that precipitated the disciplinary action occurred:
 - (1) The student's parent(s) expressed a concern in writing to supervisory or administrative school personnel, or to a teacher of the student, that the student is in need of special education and related services;
 - (2) The student's parent(s) requested a special education evaluation of the student; or
 - (3) The student's teacher or other school personnel expressed specific concerns about a pattern of behavior demonstrated by the student directly to the district's special education director or other district supervisory personnel.
- c. The district is not presumed to have knowledge of a disability if:
 - (1) The parent has not allowed an evaluation of the student or has refused the initial provision of special education services to the student; or
 - (2) The student has been evaluated and found not eligible for special education services.
- d. If the district did not have knowledge before taking disciplinary action against the student, the district may take the same disciplinary actions as applied to students without disabilities who engaged in comparable behaviors. However:
 - (1) If a special education evaluation is requested, or if the district initiates a special education evaluation, the evaluation will be conducted in an expedited manner.
 - (2) Until the evaluation is completed, the student may remain in the educational placement determined by school personnel, which may include suspension, expulsion or placement in alternative education.
 - (3) Upon completion of the evaluation, if the student is determined to be a student with a disability, the district will conduct an IEP meeting to develop an IEP and determine placement and will provide special education and related services in accordance with the IEP.
 - (4) The district will apply the Individuals with Disabilities Education Act (IDEA) discipline protections beginning on the date of the eligibility determination.

Corrected 6/22/22



Code: JGE
Adopted: 1/04/07
Revised/Readopted: 6/09/10; 9/09/15; 11/08/17
Orig. Code: JGE

Expulsion**

Expulsion denies the student attendance at school or school activities in accordance with Oregon's statutes. Expulsion recommendations are made by the principal, usually upon the recommendation of the assistant principal. A principal, after reviewing available information, may recommend to the superintendent or superintendent's designee that a student be expelled. Expulsion of a student shall not extend beyond one calendar year.

A student may be expelled for any of the following circumstances:

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

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

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

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

No student may be expelled without a hearing unless the student's parents, or the student if 18 years of age, waive the right to a hearing, either in writing or by failure to appear at a scheduled hearing. By waiving the right to a hearing, the student and parent agree to abide by the findings of a hearings officer.

When an expulsion hearing is not waived, the following procedure is required:

1. Notice will be given to the student and the parent by personal service¹ or by certified mail² at least five business days prior to the scheduled hearing. Notice shall include:
 - a. The specific charge or charges;
 - b. The conduct constituting the alleged violation, including the nature of the evidence of the violation and reason for expulsion;
 - c. A recommendation for expulsion;
 - d. The student's right to a hearing;
 - e. When and where the hearing will take place; and
 - f. The right to representation.
2. The Board may expel, or may delegate the authority to decide on an expulsion to the superintendent or superintendent's designee, who may also act as the hearings officer. The district may contract with an individual who is not employed by the district to serve as the hearings officer. The hearings officer designated by the Board will conduct the hearing and will not be associated with the initial actions of the building administrators;
3. Expulsion hearings will be conducted in private and will not be open to the general public unless the student or the student's parents request an open session;
4. In case the parent or student has difficulty understanding the English language or has other serious communication disabilities, the district will provide a translator;
5. The student shall be permitted to have representation present at the hearing to advise and to present arguments. The representation may be an attorney and/or parent. The district's attorney may be present;
6. The student shall be afforded the right to present their/his/her version of the events underlying the expulsion recommendation and to introduce evidence by testimony, writings or other exhibits;
7. The student shall be permitted to be present and to hear the evidence presented by the district;
8. The hearings officer or the student may record the hearing;
9. Strict rules of evidence shall not apply to the proceedings. However, this shall not limit the hearings officer's control of the hearing;
10. If the Board is conducting the expulsion hearing, the Board may designate the Board chair or a third party as the hearings officer. The hearings officer will determine the facts of each case on the evidence presented at the hearing. Evidence may include the relevant past history and student education records. The hearings officer will provide to the Board, findings as to the facts, the recommended decision and whether or not the student has committed the alleged conduct. This will include the hearings officer's recommended decision on disciplinary action, if any, including the duration of any expulsion. This material will be available in identical form to the Board, the student if age 18 or over and the students' parents at the same time. Following the review by the Board of

¹ The person serving the notice shall file a return of service. (OAR 581-021-0070)

² When "certified mail is given to a parent of a suspended student, the notice shall be placed in the mail at least five days before the date of the hearing." (OAR 581-021-0070)

the hearings officer's recommendation, the Board will make the final decision regarding the expulsion;

11. If the Board has delegated authority to the superintendent or designee to act as the hearings officer, the superintendent may designate ~~themselves~~ ~~him or herself~~, or a third party, as the hearings officer. The hearings officer's decision is final. However, a decision of the hearings officer may be appealed by the parent or the student if age 18 or over to the Board for review. If the decision of the hearings officer is appealed to the Board for review, the findings as to the facts and the hearings officer's decision will be submitted to the Board, and will be available in identical form to the Board, the student and the ~~student's~~ ~~students'~~ parents at the same time. At its next regular or special meeting the Board will review the hearings officer's decision and will affirm, modify or reverse the decision;
12. A Board review of the hearings officer's decision will be conducted in executive session unless the student or the student's parent requests a public hearing. If an executive session is held by the Board or a private hearing held by the hearings officer, the following will not be made public:
 - a. The name of the minor student;
 - b. The issues involved, including a student's confidential ~~records~~ ~~medical record and that student's educational program~~;
 - c. The discussion;
 - d. The vote of Board members, which may be taken in executive session when considering an expulsion.

Prior to expulsion, the district must propose alternative programs of instruction or instruction combined with counseling to a student subject to expulsion for reasons other than a weapons policy violation. The district must document to the parent of the student that proposals of alternative education programs have been made.

END OF POLICY

Legal Reference(s):

[ORS 192.660](#)
[ORS 332.061](#)
[ORS 336.615 - 336.665](#)

[ORS 339.115](#)
[ORS 339.240](#)
[ORS 339.250](#)

[OAR 581-021-0050 - 021-0075](#)
House Bill 2514 (2019)

Corrected 6/22/22



Code: JGEA
Adopted: 6/09/10
Orig. Code: JGEA

Alternative Education Programs Following Expulsion**

Prior to a student leaving school or a student’s expulsion, unless the expulsion is for a weapons policy violation, the district will propose in writing to the student or student’s parent or guardian, appropriate, accessible alternative education programs educational alternatives as determined by the district. Such alternative education program(s) will consist of instruction or instruction combined with counseling.

The proposal of potential alternative education programs will be hand-delivered or sent by certified mail to assure that the parent or guardian receives it prior to the time of an actual expulsion of the student or the student or leaving school.

Appropriate accessible alternative education programs may be either public or private. ~~(nonsectarian).~~ Programs may be provided by the district as a separate school, evening classes or tutorial instruction. Homebound instruction could be considered an appropriate alternative. The district shall continue to provide a free appropriate public education in an alternative setting to a child with a disability who has been removed for disciplinary reasons.

The district shall pay the actual cost of the district-proposed private alternative education program or an amount equal to 80 percent of the district’s estimated current year’s average per student net operating expenditure, whichever is less. The district shall provide or pay for transportation.

The district has no obligation to pay for an alternative education program if an emancipated minor or If a parent or guardian receives an exemption on a semiannual ~~semi-annual~~ basis to withdraw a student age 16 or 17 from compulsory attendance, ~~the district has no obligation to pay for an alternative education program.~~

If a student is not successful in the alternative education program selected or the alternative education programs offered are not accepted by the student and/or parent or guardian, there is no obligation to propose or fund other alternatives.

END OF POLICY

Legal Reference(s):

[ORS 336.615 to -336.665](#)
[ORS 339.030](#)
[ORS 339.240](#)
[ORS 339.250](#)

[ORS 339.252](#)
[OAR 581-021-0070](#)
[OAR 581-021-0071](#)

[OAR 581-022-2505](#)
[OAR 581-022-2320](#)
[OAR 581-023-0006](#)
[OAR 581-023-0008](#)

Corrected 6/22/22



Code: JH
Adopted:

Student Welfare**

Students' safety will be assured through close supervision of students in all school buildings and grounds during the hours when students are normally present. Such supervision does not include early morning or the time following usual departure, unless students are present for a scheduled activity. Hours when supervision is available shall be communicated.

The district further assures the following practices:

1. Maintaining a safe school environment; appropriate personnel will be responsible for periodically inspecting the physical condition of all buildings and grounds;
2. Observation of safe practices on the part of school personnel and students, particularly in those areas of instruction or extracurricular activities that offer special hazards;
3. Offering safety education to students as germane to particular subjects such as science, professional technical, health and physical education courses;
4. Providing, [through the services of the school nurse,] first-aid care for students in case of accident or sudden illness;
5. Providing adequate supervision on the grounds when they are used by students **during school hours.**

In addition, school personnel will be concerned about and aware of suspicious strangers loitering in or near school buildings or sitting in parked vehicles nearby. The principal will notify law enforcement if the circumstances warrant such action.

Teachers will instruct students not to accept gifts or vehicle rides from strangers. Students will be instructed to tell teachers, their parents, law enforcement or school security personnel of any suspicious strangers.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

[OAR 581-022-2225](#)

Corrected 6/22/22



Code: JHC
Adopted: 6/09/10
Orig. Code: JHC

Student Health Services and Requirements

Although the district's primary responsibility is to educate students, the students' health and general welfare is also a major Board concern. The Board believes school programs should be conducted in a manner that protects and enhances student and employee health and is consistent with good health practices.

The district shall provide:

1. One registered nurse or school nurse for every 125 medically fragile students;
2. One registered nurse or school nurse or one licensed practical nurse under the supervision of a registered nurse or school nurse for each nursing-dependent student; and
3. One registered nurse or school nurse for every 225 medically complex students.

The district may use the most cost effective means available to meet the above requirements.

The district shall maintain a prevention-oriented health services program which provides:

1. Pertinent health information on the students, as required by Oregon statutes or rules;
2. Health appraisal to include screening for possible vision or hearing problems ~~and also scoliosis~~;
3. Health counseling for students and parents, when appropriate;
4. Health-care and first-aid assistance that are appropriately supervised and isolates the sick or injured child from the student body;
5. Control and prevention of communicable diseases as required by Oregon Department of Human Services, Health Authority, Public Health Division Services, and the county health department;
6. Assistance for students in taking prescription and/or nonprescription medication according to established district procedures;
7. Services for students who are medically fragile or have special health-care needs;
8. Integration of school health services with school health education programs.

The Board directs its district health staff to coordinate with health personnel from other public agencies in matters pertaining to health instruction or the general health of students and employees.

In accordance with the requirements of federal law, the Every Student Succeeds Act of 2015 (ESSA), the district recognizes its responsibility to notify parents in advance of any nonemergency, invasive physical examination¹ or screening that is required as condition of attendance; administered and scheduled by the school in advance; and not necessary to protect the immediate health and safety of the student, or of other students.

Notification will be provided at least annually at the beginning of the school year or when enrolling students for the first time in school and will include the specific or approximate dates during the school year when such activities are scheduled or expected to be scheduled.

Procedures shall be developed and implemented to carry out this policy. All district employees will be appraised~~appraised~~ of their responsibilities in this area. Parents shall have the opportunity to request their students be exempt from participation in scoliosis, vision or hearing screening. The district will abide by those requests.

END OF POLICY

Legal Reference(s):

[ORS 329.025](#)

[ORS 336.201](#)

[OAR 581-022-2050](#)

[OAR 581-022-2220](#)

[OAR 581-022-2225](#)

Protection of Pupil Rights, 20 U.S.C. § 1232h (2012); Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. Part 98 (2017).

Every Student Succeeds Act, 20 U.S.C. § 7928 (2012).

Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (2012).

Corrected 6/22/22

¹ The term “invasive physical examination,” as defined by law, means any medical examination that involves the exposure of private body parts, or any act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision or scoliosis screening. The term does not include any physical examination or screening that is permitted or required by state law, including physical examinations or screenings that are permitted without parental notification.



Code: JHCA
Adopted: 9/14/16
Orig. Code: JHCA

Physical Examination for Students Participating in Extracurricular Activities**

Students in grades 7 through 12 must have a physical examination performed by a physician possessing an unrestricted license to practice medicine, a licensed naturopathic physician, a licensed physician assistant, a certified nurse practitioner or a licensed chiropractic physician who has clinical training and experience in detecting cardiopulmonary diseases and defects, prior to participation in extracurricular sports. "Participation," as used in this policy means participation in sports practices and interscholastic sports competition.

Additionally, students who continue to participate in extracurricular sports are required to have a physical examination every two years thereafter. The physical examination is the responsibility of the parents/students and is to be paid for by parents/students.

A completed School Sports Pre-participation Examination¹ form shall be kept on file at school and shall be reviewed by the coach prior to the start of any sport season. Students shall not participate without signed parental and physician permission.

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

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

[ORS 336.479](#)

[OAR 581-021-0041](#)

OREGON SCHOOL ACTIVITIES ASSOCIATION, OSAA HANDBOOK.

Corrected 6/22/22

¹ Form available at www.osaa.org.



Code: JHCB
Adopted: 1/04/07
Revised/Readopted: 6/09/10; 4/09/14; 9/14/16;
6/13/18
Orig. Code: JHCB

Immunization, Vision Screening/Eye Examination and Dental Screening**

Immunizations

In accordance with Oregon Revised Statute (ORS) 433.267 through 433.273, and Oregon Administrative Rule (OAR) 333-019-0010 through 333-019-0014, all students enrolling in an Oregon school for the first time are to be shall show proof of immunized-immunization in accordance with Oregon law against diphtheria, tetanus, measles, rubella, polio and mumps. As a condition of initial-enrollment, every student through grade 12 shall submit to the school administrator one of the following:

1. Evidence of immunization provided on a Certificate of Immunization Status form, Section A, signed by a health care practitioner, parent or guardian;
2. The medical exemption, Section B, of the Certificate of Immunization Status form, completed and signed by a physician;
3. The religious exemption, Section C, of the Certificate of Immunization Status form, completed and signed by a parent or guardian.

The policy is in effect for all students not exempted for religious, philosophical beliefs or medical reasons¹.

Initial Entry Requirement

An initial entry student (kindergarten or possibly first grade) need not have “complete” or “up-to-date” information to enroll. However, the administrator must refuse to enroll a student if the parent or guardian fails to submit a Certificate of Immunization Status form with an appropriately signed exemption or one dose of each required vaccine.

Requirement of Student Transfers

A student transferring from one Oregon school to another Oregon school or who transfers from a school in another state to an Oregon school is allowed 30 days to provide his/her/their record to the new school. A parent or guardian must sign an Immunization Record Statement provided by the school. The administrator can choose to use an exclusion date effective at the end of 30 days of attendance, or may use

¹ Documentation required for exemption is outlined in ORS 433.267.

the next state mandated exclusion date. The exclusion date is written on the *Immunization Record Statement/Exclusion Order for No Record*. A copy must be given to the parent or guardian.

30-Day Notification

Administrators are to inform the health department; if the immunization record is not received by the end of the 30-day period. However, administrators do not have the authority to exclude a student who does not comply. All exclusions must be done under the authority of the local health department.

Administrators are required to deny school attendance to any student excluded by the health department. In addition, if the excluded student does not meet the requirement within four school days, it is the responsibility of the administrator to notify the attendance supervisor of the unexcused absence.

Vision Screening/Eye Examination

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

1. The student has received a vision screening or eye examination; and
2. Any further examination, treatments or assistance necessary.

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

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

Dental Screening

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

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

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

1. The student submitted a certification to a prior education provider;
2. The dental screening is contrary to the religious beliefs of the student or the parent or guardian of the student; or

3. The dental screening is a burden for the student or the parent or guardian of the student in the following ways:
 - a. The cost of obtaining the dental screening is too high;
 - b. The student does not have access to an approved screener;
 - c. The student was unable to obtain an appointment with an approved screener.

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

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

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

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

END OF POLICY

Legal Reference(s):

ORS 326.580	ORS 433.235 to 433.280	OAR 581-021-0017
ORS 336.211		OAR 581-021-0031
ORS 336.213	OAR 333-019-0010	OAR 581-022-2220
ORS 336.214	OAR 333-050-0010 to 0120	

McKinney-Vento Homeless Assistance Act, Subtitle VII-B, reauthorized by Title IX-A of the Every Student Succeeds Act, 42 U.S.C. §§ 11431-11435 (2018).
 Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2020).

Corrected 6/22/22



Code: JHCC
Adopted: 10/11/17
Revised/Readopted: 6/13/18
Orig. Code: JHCC

Communicable Diseases – Students

The district shall provide reasonable protection against the risk of exposure to communicable disease for students. Reasonable protection from communicable disease is generally attained through immunization, exclusion or other measures as provided by Oregon law, by the local health department or in the *Communicable Disease Guidance* published by the Oregon Department of Education (ODE) and the Oregon Health Authority (OHA).

Services will be provided to students as required by law. A student will not attend school while in a communicable stage of a restrictable disease or when an administrator has reason to suspect that any susceptible student has or has been exposed to any disease for which the student is required to be excluded in accordance with law and per administrative regulation JHCC-AR - Communicable Diseases - Students. If the disease is a reportable disease, the administrator will report the occurrence to the local health department. The administrator will also take whatever reasonable steps it considers necessary to organize and operate its programs in a way which both furthers the education and protects the health of students and others.

The district may, for the protection of both the student who has a restrictable disease and the exposed student, provide an educational program in an alternative setting. ~~The district shall comply with state law and rules and state and local health authorities' guidelines regarding communicable diseases.~~

~~The superintendent will develop administrative regulations as needed to implement this policy to reduce the risk of contagion in the school setting.~~

The district will include, as a part of its emergency plan, a description of the actions to be taken by district personnel in the case of a declared public health emergency or other catastrophe that disrupts district operations.

The district shall protect the confidentiality of each student's health condition and record to the extent possible and consistent with federal and state law. In cases when a restrictable or reportable disease is diagnosed and confirmed for a student, the administrator shall inform the appropriate employees with a legitimate educational interest to protect against the risk of exposure.

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

END OF POLICY

Legal Reference(s):

[ORS 431.150 - 431.157](#)
[ORS 433.001 - 433.526](#)
[OAR 333-018](#)

[OAR 333-019-0010](#)
[OAR 333-019-0014](#)
[OAR 437-002-0360](#)

[OAR 437-002-0377](#)
[OAR 581-022-2220](#)

OREGON DEPARTMENT OF EDUCATION and OREGON HEALTH AUTHORITY, *Communicable Disease Guidance* (2020).
Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34
C.F.R. Part 99 (2019).

Corrected 6/22/22



Code: JHCC-AR
 Adopted: 1/04/07
 Revised/Readopted: 6/09/10; 3/13/13; 10/11/17;
 6/13/18
 Orig. Code: JHCB; JHCC

Communicable Diseases and HIV and HBV (Version 1)

The current procedures developed by the Student Health Services of the MESD regarding common communicable diseases shall be the district practice. These are diseases such as Boils, Chicken Pox, Common Cold, Fifth Disease, Mumps, Whooping Cough, Pink Eye, Pinworm, Ringworm, Rubella, Scabies, Scarlet Fever/Strep Throat, Tuberculosis, Hepatitis A, Herpes, Impetigo, Influenza, Mononucleosis, and Measles.

Procedures are based on Oregon Administrative Rules, and address both reportable and school restrictable diseases. Examples of school restrictable diseases include but are not limited to:

1. Boils;
2. Chicken Pox;
3. Cholera;
4. Common cold;
5. Diphtheria;
6. Fifth Disease;
7. Hepatitis A;
8. Herpes;
9. Impetigo;
10. Influenza;
11. Measles;
12. Meningococcal disease;
13. Mononucleosis;
14. Mumps;*

15. Pertussis;
16. Pink eye;
17. Pinworm;
18. Plague;
19. Ringworms;
20. Rubella (German measles);
21. Scabies;
22. Scarlet Fever/Strep Throat;
23. Staphylococcal skin infections;*
24. Streptococcal infections;*
25. Tuberculosis;
26. Whooping Cough.

Diseases indicated by a single asterisk may have the restriction for school attendance removed by the school nurse. Districts may, by formal policy, add to the list of school-restricted diseases with consultation with the local health administrator.

If the district learns that a student six years of age or older who is infected with HIV or HBV¹ and is not special risk, the superintendent with written permission from the student's parent or guardian, shall direct a team to convene to address the student's health issue. The team may consist of the student's parents or guardians (or the student, if s/he is 18 years of age or older), the local health officer, the student's health care provider, the school nurse, the administrator and the special education director (if the student is enrolled in special education). The committee will review the student's health status and any possible risk to others in the school setting, based on the student's daily school activities. If the medical personnel recommend and the superintendent determines the infection or any secondary infection constitutes a medically recognized risk of transmission on the school setting, adaptations for the student's school day may occur.

The district recognizes a parent or guardian or student has no obligation to inform the district of an HIV or HBV condition and that the student has a right to attend school. If the district is informed, written guidelines shall be requested of the parent/guardian or student. These guidelines shall include who may have the information, who will give the information, how the information will be given and where and when the information will be given.

The team may include other persons with the consent of the infected student's parent or guardian. The superintendent may consult experts who are not members of the team, but in doing so shall not disclose the identity of the infected student without the consent of the student's parent or guardian.

¹ HIV - Human Immunodeficiency Virus; HBV - Hepatitis B Virus

The team shall also discuss ways the school may help anticipate and meet the needs of the infected student. If any member of the team believes the student may be eligible for special education services as a student with disabilities, the student shall be referred to the special education department for assessment of his/her eligibility.

If there is an infection that does not constitute a medically recognized risk of transmission in the school setting, the superintendent shall not alter the education program of the infected student. However, the superintendent or designee shall periodically review the case with the student's parent or guardian and the other members of the team.

If there is an infection that constitutes a medically recognized risk of transmission in the school setting, the superintendent shall determine, after consultation with the team, whether the student's education program should be altered and whether the student is in need of an individually tailored education plan. In any event, the superintendent shall establish guidelines for periodic review of the case.

The confidentiality rights of the infected student shall be protected. The student's identity shall not be disclosed to non-team members without the consent of the student's parent or guardian. All records pertaining to the matter which include personally identifiable information shall be kept in a secure, separate file maintained by the superintendent. Nothing in this policy, however, shall restrict the right of the superintendent to consult with the district's legal counsel regarding the district's legal rights and obligations.

If the superintendent determines that a public statement regarding rumored or identified HIV or Hepatitis B infection is necessary or appropriate, the superintendent shall designate a district spokesperson who shall be responsible for developing and releasing such statements and for conducting any press conferences that occur.

If a press conference is held, the spokesperson shall have the Multnomah County Health Office or other health authority to assist with the press conference. In any press conference or public statements, the confidentiality rights of the infected student shall be protected.

The district shall develop procedures for infection control. At a minimum, such procedures shall include staff training, first aid kits in each school and on each school vehicle, sanitation kits at each school for cleanup of body fluid spills, and precautionary guidelines for body fluid cleanup and personal hygiene.

Diagnosis of communicable diseases or permits for returning to school may be secured free of charge at the East Multnomah County Health Services, 600 NE 8th St, #300, Gresham, Oregon.

The district shall develop procedures for infection control. These procedures shall be in compliance with the Oregon-OSHA Bloodborne Pathogen Regulation and are outlined in the district's adoption of its exposure control plan entitled, Communicable Disease Control Plan for School District Employees for Multnomah County Public Schools (MESD/SHS).

Students who exhibit symptoms of communicable disease such as fever, rash, vomiting, stiff neck, or headache with fever, jaundice (yellow color to skin or eyes), skin lesions that are weeping or pus filled, or watery diarrhea, may be excluded from school by the school administrator or his/her designee until diagnosed by a physician to be free of communicable disease and return to school.

The district shall provide reasonable protection for students against the risk of exposure to communicable disease. The district will follow the Oregon Department of Education and the state and local health authorities; rules and regulations pertaining to communicable diseases.

Reasonable protection from communicable disease generally attained through immunization, exclusion or other measures provided for in Oregon Revised Statutes and rules of the local health department. Services will be provided to students as required by law.

When an administrator has reason to suspect that a student has or has been exposed to any restrictable disease for which the student is required to be excluded, the administrator involved shall exclude the student from school and if the disease is a reportable disease, will report the occurrence to the local health department. The administrator will also take whatever reasonable steps it considers necessary to organize and operate its programs in a way which both furthers the education and protects the health of students and others.

The district may, for the protection of both the student who has a restrictable disease and the exposed student, provide an educational program in an alternative setting.

The district shall protect the confidentiality of each student's health condition and record to the extent possible and consistent with federal and state law.

Corrected 6/22/22



Code: JHCC-AR
Adopted:

R

Communicable Diseases – Student (Version 2)

In accordance with state law, administrative rule, the local health authority and the *Communicable Disease Guidance*, the procedures established below will be followed.

1. “Restrictable diseases” are defined by rule and include but are not limited to COVID-19¹, chickenpox, diphtheria, hepatitis A, hepatitis E, measles, mumps, pertussis, rubella, Salmonella enterica serotype Typhi infection, scabies, Shiga-toxigenic Escherichia coli (STEC) infection, shigellosis and infectious tuberculosis, and may include a communicable stage of hepatitis B infection if, in the opinion of the local health officer, the person poses an unusually high risk to others (e.g., a child that exhibits uncontrollable biting or spitting). Restrictable disease also includes any other communicable disease identified in an order issued by the Oregon Health Authority or the local public health officer as posing a danger to the public’s health. A disease is considered to be a restrictable disease if it is listed in Oregon Administrative Rule (OAR) 333-019-0010, or it has been designated to be a restrictable disease by the local public health administrator after determining that it poses a danger to the public’s health.
2. “Susceptible” for a child means lacking documentation of immunization required under OAR 333-050-0050.
3. “Reportable disease” means a disease or condition, the reporting of which enables a public health authority to take action to protect or to benefit the public health.

Restrictable Diseases

1. A student of the district will not attend a district school or facility while in a communicable stage of a restrictable disease, including a communicable stage of COVID-19², unless authorized to do so under Oregon law. When an administrator has reason to suspect any child has a restrictable disease, the administrator shall send the student home.
2. An administrator shall exclude a susceptible child from school if the administrator has reason to suspect that the student has been exposed to measles, mumps, rubella, diphtheria, pertussis, hepatitis A, or hepatitis B, unless the local health officer determines that exclusion is not necessary to protect the public’s health. The administrator may request the local health officer to make a determination as allowed by law. If the disease is reportable, the administrator will report the occurrence to the local health department.

¹ Added per OAR 333-019-1000(2).

² “Communicable stage of COVID-19” means having a positive presumptive or confirmed test of COVID-19.

3. An administrator shall exclude a student if the administrator has been notified by a local public health administrator or local public health officer that the student has had a substantial exposure to an individual with COVID-19 and exclusion is deemed necessary by same.
4. A student will be excluded in such instances until such time as the student or the parent or guardian of the student presents a certificate from a physician, a physician assistant licensed under Oregon Revised Statute (ORS) 677.505 - 677.525, a nurse practitioner licensed under ORS 678.375 - 678.390, local health department nurse or school nurse stating that the student does not have or is not a carrier of any restrictable diseases.
5. The district may, for the protection of both the student who has a restrictable disease and the exposed student, provide an educational program in an alternative setting. A student may remain in an alternative educational setting until such time as a certificate from a physician, physician assistant, nurse practitioner, local health department nurse or school nurse states that the student does not have or is not a carrier of any restrictable disease, or until such time as a local public health administrator states that the disease is no longer communicable to others or that adequate precautions have been taken to minimize the risk of transmission. A restrictable disease exclusion for chickenpox, scabies, staphylococcal skin infections, streptococcal infections, diarrhea or vomiting may be removed by a school nurse or health care provider.
6. More stringent exclusion standards for students from school may be adopted by the local health department.
7. The district's emergency preparedness plan shall address the district's plan with respect to a declared public health emergency at the local or state level.

Reportable Diseases Notification

1. All employees shall comply with all reporting measures adopted by the district and with all rules set forth by the Oregon Health Authority, Public Health Division and the local health department.
2. An administrator may seek confirmation and assistance from the local health officer to determine the appropriate district response when the administrator is notified that a student or an employee has been exposed to a restrictable disease that is also a reportable disease.
3. An administrator shall determine other persons who may be informed of a student's communicable disease when a legitimate educational interest exists or for health and safety reasons in accordance with law.

Education

1. The administrator or designee shall seek information from the district's school nurse or other appropriate health officials regarding the health needs/hazards of all students and the impact on the educational needs of a student diagnosed with a restrictable disease or exposed to a restrictable disease.
2. The administrator or designee shall, utilizing information obtained above, determine an educational program for such a student and implement the program in an appropriate (i.e., regular or alternative) setting.

3. The administrator or designee shall review the appropriateness of the educational program and the educational setting of each individual student diagnosed with a restrictable disease.

Equipment and Training

1. The administrator or designee shall, on a case-by-case basis, determine what equipment and/or supplies are necessary in a particular classroom or other setting in order to prevent disease transmission.
2. The administrator or designee shall consult with the district's school nurse or other appropriate health officials to provide special training in the methods of protection from disease transmission.
3. All district personnel will be instructed annually to use the proper precautions pertaining to blood and body fluid exposure per the Occupational Safety and Health Administration (OSHA). (*See* policy EBBAA).

Corrected 6/22/22



Code: JHCCA
 Adopted: 2/09/11
 Revised/Readopted: 8/14/13
 Orig. Code: JHCCA

Students - HIV, HBV and AIDS**

The district will adhere strictly in policies and procedures to the Oregon Revised Statutes and the Oregon Administrative Rules as they relate to a student infected with HIV or HBV or diagnosed with AIDS¹.

The district recognizes a parent (student) has no obligation to inform the district of an HIV, HBV or AIDS condition, and that the student has a right to attend school. If the district is informed of such a student, written guidelines shall be requested of the parent (student). These guidelines shall include who may have the information, who will give the information, how the information will be given and where and when the information will be given.

When informed of the infection, and with written permission from the parent (student), the district will develop procedures for formulating an evaluation team. The team shall address the nature, duration and severity of risk as well as any modification of activities. The team shall continue to monitor the student's condition. The district will make reasonable accommodations to allow students living with HIV infection to participate in school-sponsored physical activities.

Notification of alternative education programs shall be made to the parent or eligible student, if an HIV, HBV or AIDS student withdraws from school.

The district may~~shall~~ also develop procedures for rumor control, infection control, student accommodations and public relations/media.

END OF POLICY

Legal Reference(s):

[ORS 326.565](#)
[ORS 326.575](#)
[ORS 332.061](#)
[ORS 336.187](#)
[ORS 336.615 to -336.665](#)

[ORS 339.030](#)
[ORS 339.250](#)
[ORS 433.008](#)
[ORS 433.045](#)
[OAR 333-018-0000](#)

[OAR 333-018-0005](#)
[OAR 581-022-2060](#)
[OAR 581-022-2220](#)

OREGON DEPARTMENT OF EDUCATION and OREGON HEALTH AUTHORITY, *Communicable Disease Guidance* (2017).
 Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2012); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2017).

Corrected 7/11/22

¹ HIV - Human Immunodeficiency Virus; HBV - Hepatitis B Virus; AIDS - Acquired Immune Deficiency Syndrome



Code: JHCD/JHCDA
 Adopted: 6/13/18
 Orig. Code: JHCD/JHCDA

Medications**

The district recognizes that administering a medication to a student and/or permitting a student to administer a medication to themselves, may be necessary when the failure to take such medication during school hours would prevent the student from attending school, and recognizes a need to ensure the health and well-being of a student who requires regular doses or injections of a medication as a result of experiencing a life-threatening allergic reaction or adrenal crisis¹, or a need to manage hypoglycemia, asthma or diabetes. Accordingly, the district may administer or a student may be permitted to administer to themselves prescription (injectable and noninjectable) and/or nonprescription (noninjectable) medication at school.

The district shall designate personnel authorized to administer medications to students. Annual training shall be provided to designated personnel as required by law in accordance with guidelines approved by the Oregon Department of Education (ODE).

A current first-aid and CPR card is required for designated personnel.

When a licensed health care professional is not immediately available, trained personnel designated by the district may administer to a student, epinephrine, glucagon or another medication to a student as prescribed and/or allowed by Oregon law.

The district reserves the right to reject a request for administration of medication at school, either by district personnel to administer, or to permit a student self-administration, if the medication is not necessary for the student to remain in school.

The superintendent and/or designee will require that an individualized health care plan and allergy plan is developed for every student with a known life-threatening allergy or a need to manage asthma, and an individualized health care plan for every student for whom the district has been given proper notice of a diagnosis of adrenal insufficiency. Such a plan will include provisions for administering medication and/or responding to emergency situations while the student is in school, at a school-sponsored activity, under the supervision of school personnel, in a before-school or after-school care program on school-owned property and in transit to or from school or a school-sponsored activity.

A student may be allowed to self-administer a medication for asthma, diabetes, hypoglycemia or severe allergies as prescribed by an Oregon licensed health care professional, upon written and signed request of the parent or guardian and subject to age-appropriate guidelines. This self-administration provision also requires a written and signed confirmation the student has been instructed by the Oregon licensed health care professional on the proper use of and responsibilities for the prescribed medication. A request to the

¹ Under proper notice given to the district by a student or student’s parent or guardian.

district to administer or allow a student to self-administer prescription medication shall include a signed prescription and treatment plan from a prescriber².

A request to the district to administer or allow a student to self-administer ~~prescription medication or a nonprescription medication~~ that is not approved by the Food and Drug Administration (FDA) shall include a written order signed ~~prescription and treatment plan~~ from the student's prescriber that meets the requirements of law³ ~~or an Oregon licensed health care professional~~.

A written request and permission form signed by a student's parent or guardian, unless the student is allowed to access medical care without parental consent under state law⁴, is required and will be kept on file.

If the student is deemed to have violated Board policy or medical protocol by the district, the district may revoke the permission given to a student to self-administer medication.

Prescription and nonprescription medication will be handled, stored, monitored, disposed of and records maintained in accordance with established district administrative regulations governing the administration of prescription or nonprescription medications to students, including procedures for the disposal of sharps and glass.

A process shall be established by which, upon parent or guardian written request, a ~~backup~~ ~~back-up~~ prescribed autoinjectable epinephrine is kept at a reasonably, secure location in the student's classroom as provided by state law.

A premeasured dose of epinephrine may be administered by ~~trained~~, designated personnel to any student or other individual on school premises who ~~the person~~ ~~a staff member~~ believes, in good faith, is experiencing a severe allergic reaction, regardless of whether the student or individual has a prescription for epinephrine.

This policy shall not prohibit, in any way, the administration of recognized first aid to a student by district employees in accordance with established state law, Board policy and administrative regulation.

A school administrator, teacher or other district employee designated by the school administrator is not liable in a criminal action or for civil damages as a result of the administration, in good faith and pursuant to state law, of prescription and/or nonprescription medication. ~~, subject to state law.~~

A school administrator, school nurse, teacher or other district employee designated by the school administrator is not liable in a criminal action or for civil damages as a result of a student's self-

² A registered nurse who is employed by a public or private school, ESD or local public health authority to provide nursing services at a public or private school may accept an order from a physician licensed to practice medicine or osteopathy in another state or territory of the U.S. if the order is related to the care or treatment of a student who has been enrolled at the school for not more than 90 days.

³ ~~A registered nurse who is employed by a public or private school, ESD or local public health authority to provide nursing services at a public or private school may accept an order from a physician licensed to practice medicine or osteopathy in another state or territory of the U.S. if the order is related to the care or treatment of a student who has been enrolled at the school for not more than 90 days.~~

⁴ Subject to ORS 109.610, 109.640 and 109.675.

administration of medication, as described in Oregon Revised Statute (ORS) 339.866, if ~~when~~ that person in good faith and pursuant to state law, assisted the student in self-administration of the medication; ~~subject to state law.~~

A school administrator, school nurse, teacher or other district employee designated by the school administration is not liable in a criminal action or for civil damages as a result of the use of medication if, ~~when~~ that person in good faith administers autoinjectable epinephrine to a student or other individual with a severe allergy who is unable to self-administer the medication, regardless of whether the student or individual has a prescription for epinephrine. ~~who is unable to self-administer the medication, subject to state law.~~

The district and the members of the Board are not liable in a criminal action or for civil damages as a result of the use of ~~when a student or individual is unable to self-administer~~ medication if, ~~when~~ any person in good faith, on school premises, including at a school, on school property under the jurisdiction of the district or at an activity under the jurisdiction of the district, administers autoinjectable epinephrine to a student or other individual with a severe allergy who is unable to self-administer the medication, regardless of whether the student or individual has a prescription for epinephrine, ~~subject to state law.~~

The superintendent shall develop administrative regulations as needed to meet the requirements of law; ~~Oregon Administrative Rules~~ and the implementation of this policy.

END OF POLICY

Legal Reference(s):

[ORS 109.610](#)
[ORS 109.640](#)
[ORS 109.675](#)
[ORS 332.107](#)
[ORS 339.866 - 339.871](#)

[ORS 433.800 - 433.830](#)
[ORS 475.005 - 475.285](#)
[OAR 166-400-0010\(17\)](#)
[OAR 166-400-0060\(29\)](#)

[OAR 333-055-0000 -055-0115](#)
[OAR 581-021-0037](#)
[OAR 581-022-2220](#)
[OAR 851-047-0030](#)
[OAR 851-047-0040](#)

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2019).

OREGON HEALTH AUTHORITY AND OREGON DEPARTMENT OF EDUCATION, *Medication Administration: A Manual for School Personnel*.

Corrected 8/08/22



Code: JHCD/JHCDA-AR
Revised/Reviewed: 1/04/07; 6/09/10; 2/12/14;
4/08/15; 6/08/16; 6/13/18
Orig. Code: JHCD-AR

Medications**

Students may, subject to the provisions of this administrative regulation, have prescription or nonprescription medication administered by designated personnel, or may be permitted to administer prescription or nonprescription medication to themselves.

1. Definitions

- a. “Medication” means any drug, chemical compound, suspension or preparation in suitable form for use as a curative or remedial substance taken internally or externally but not injected except for premeasured doses of epinephrine, medication to treat adrenal insufficiency and glucagon to treat severe hypoglycemia. Medication includes any prescription for bronchodilators or autoinjectable epinephrine prescribed by a student’s Oregon licensed health care professional for asthma or severe allergies.
- b. “Prescription medication” means any medication that under federal or state law requires a prescription by from a prescriber.
- c. “Nonprescription medication” means medication that under federal law does not require a prescription from a prescriber.
- d. “Adrenal crisis” means adrenal crisis as defined in Oregon Revised Statute (ORS) 433.800.
- e. “Adrenal insufficiency” means adrenal insufficiency as defined in ORS 433.800.
- f. “Notice of a diagnosis of adrenal insufficiency” means written notice to the district from a student or the parent or guardian of a student who has been diagnosed as adrenal insufficient with a copy of an order from the student’s primary care provider that includes the student’s diagnosis, description of symptoms indicating the student is in crisis, prescription for medication to treat adrenal insufficiency crisis and instructions for follow-up care after medication to treat adrenal insufficiency crisis has been administered.
- g. “Prescriber¹” means a doctor of medicine or osteopathy, a physician assistant licensed to practice by the Board of Medical Examiners for the stateState of Oregon, an Oregon-licensed, advance practice registered nurse with prescriptive authority, a dentist licensed by the Board of Dentistry for the stateState of Oregon, an optometrist licensed by the Board of Optometry for the stateState of Oregon, a naturopathic physician licensed by the Board of Naturopathy for the state of Oregon or a pharmacist licensed by the Board of Pharmacy for the state of Oregon.
- h. “Qualified trainer” means a person who is familiar with the delivery of health services in a school setting and who is a registered nurse licensed by the Oregon State Board of Nursing, a

¹ A registered nurse who is employed by a public or private school, ESD or local public health authority to provide nursing services at a public or private school may accept an order from a physician licensed to practice medicine or osteopathy in another state or territory of the U.S. if the order is related to the care or treatment of a student who has been enrolled at the school for not more than 90 days.

doctor of medicine or osteopathy or a physician assistant licensed by the Board of Medical Examiners for the state of Oregon or a pharmacist licensed by the Board of Pharmacy for the state of Oregon.

- i. “Severe allergy” means a life-threatening hypersensitivity to a specific substance such as food, pollen, dust or insect sting.
- j. “Asthma” means a chronic inflammatory disorder of the airways that requires ongoing medical intervention.
- k. “Designated personnel” means the school personnel ~~is~~ designated to administer medication pursuant to district policy and procedure.

2. Designated ~~Staff Personnel~~/Training

- a. The principal will designate personnel authorized to administer prescription or nonprescription medication to a student while the student is in school, at a school-sponsored activity, under the supervision of school personnel, in a before-school or after-school care ~~program~~ ~~programs~~ on school-owned property and in transit to or from school or a school-sponsored activity, as required by Oregon law. The principal will supervise and ensure building and activity practices and procedures are consistent with the requirements of law, rules and this administrative regulation.
- b. The principal will ensure the training required by Oregon law is provided to designated personnel. Training must be conducted by a qualified trainer. Training will be provided annually to designated personnel authorized to administer medication to students. The first year and every third year of training requires in-person instruction; during the intervening years, designated personnel may complete an online training that has been approved by the Oregon Department of Education (ODE) so long as a trainer is available within a reasonable amount of time following the training to answer questions and provide clarification.
- c. Training will provide an overview of applicable provisions of Oregon law, administrative rules, district policy and administrative regulations and include, but not be limited to, the following: safe storage, handling, monitoring medication supplies, disposing of medications, record keeping and reporting of medication administration and errors in administration, emergency medical response for life-threatening side effects, allergic reactions or adrenal insufficiency and student confidentiality. Materials as recommended and/or approved by the ODE will be used.
- d. A copy of the district’s policy and administrative regulation will be provided to all staff authorized to administer medication to students and others, as appropriate.
- e. A statement that the ~~Documentation of training signed by the~~ designated personnel has received ~~and the required training~~ ~~trainer~~ will be filed in the ~~district~~ ~~school~~ office.

3. Administering Premeasured Doses of Epinephrine to a Student or Other Individual

A premeasured dose of epinephrine may be administered by trained, designated personnel to any student or other individual on school premises who the ~~person believes~~ ~~personnel believe~~, in good faith, is experiencing a severe allergic reaction, regardless of whether the student or individual has a prescription for epinephrine.

4. Administering of Medication to a Student Experiencing Symptoms of Adrenal Crisis

A student experiencing symptoms of adrenal crisis while the student is in school, at a school-sponsored activity, while under the supervision of school personnel, in a before-school or after-

school care program on school-owned property and in transit to or from a school or a school-sponsored activity, may be treated by designated personnel and shall be subject to the following:

- a. Upon notice of a diagnosis of adrenal insufficiency, as defined in Oregon Administrative Rule (OAR) 581-021-0037, the building principal will designate one or more school personnel to be responsible for administering the medication to treat adrenal insufficiency;
- b. The designated personnel will successfully complete training to administer medication to treat a student who has adrenal insufficiency and is experiencing symptoms of adrenal crisis in accordance with the rules adopted by the Oregon Health Authority;
- c. The student or the student's parent or guardian must provide adequate supply of the student's prescribed medication to the district;

The district will require the development of an individualized health care plan for the student that includes protocols for preventing exposures to allergens, and establishes if or when a student may self-carry prescription medication when the student has not been approved to self-administer medication;

- d. In the event that a student experiences symptoms of adrenal crisis and the designated personnel determines the medication to treat adrenal insufficiency should be administered, any available staff member will immediately call 911 and the student's parent or guardian.

5. Administering Medication to a Student

- a. A request to permit designated personnel to administer medication to a student may be approved by the district and is subject to the following:
 - (1) A written request for designated personnel to administer prescription medication to a student, if because of the prescribed frequency or schedule, the medication must be given while the student is in school, at a school-sponsored activity, while under the supervision of school personnel and in transit to or from school or a school-sponsored activity, must be submitted to the school office and shall include:
 - (a) The written permission of the student's parent or guardian or the student if the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675; and
 - (b) The written instruction from the prescriber for the administration of the medication to the student that includes:
 - (i) Name of the student;
 - (ii) Name of the medication;
 - (iii) Method of administration;
 - (iv) Dosage;
 - (v) Frequency of administration;
 - (vi) Other special instructions from the prescriber, if any; and
 - (vii) Signature of the prescriber.

The prescription label prepared by a pharmacist at the direction of the prescriber, will be considered to meet this requirement if it contains the information listed in (i)-(vi) above.

- (2) A written request for designated personnel to administer nonprescription medication to a student must be submitted to the school office and is subject to the following:
- (a) The nonprescription medication is necessary for the student to remain in school;
 - (b) The nonprescription medication is provided in the original manufacturer's container by the parent or guardian of the student;
 - (c) The written instruction from the student's parent or guardian for the administration of the nonprescription medication includes:
 - (i) Name of the student;
 - (ii) Name of the medication;
 - (iii) Method of administration;
 - (iv) Dosage;
 - (v) Frequency of administration;
 - (vi) Other special instructions, if any; and
 - (vii) Signature of the student's parent or guardian.

If the written instruction is not consistent with the manufacturer's guidelines for the nonprescription medication, the written instruction must also include a written order allowing the inconsistent administration signed by a prescriber.

- (d) If the nonprescription medication is not approved by the Food and Drug Administration (FDA), a written order from the student's prescriber is required and will include:
 - (i) Name of the student;
 - (ii) Name of the medication;
 - (iii) Dosage;
 - (iv) Method of administration;
 - (v) Frequency of administration;
 - (vi) A statement that the medication must be administered while the student is in school;
 - (vii) Other special instructions, if any; and
 - (viii) Signature of the prescriber.
- b. An individualized health care and allergy plan will be developed for a student with a known life-threatening allergy and will include protocols for preventing exposures to allergens and procedures for responding to life-threatening allergic reactions while the student is in school, at a school-sponsored activity, while under the supervision of school personnel, in a before-school or after-school care program on school-owned property and in transit to or from school or a school-sponsored activity, and will include a determination on if or when the student may self-carry prescription medication if the student has not been approved to self-administer medication;
 - c. It is the student's parent or guardian's, or the student's if the student is allowed to seek medical care without parental consent, responsibility to ensure that an adequate amount of medication is on hand at the school for the duration of the student's need to take medication;
 - d. It is the student's parent or guardian's, or the student's if the student is allowed to seek medical care without parental consent, responsibility to ensure that the school is informed in writing of any changes in medication instructions;

- e. In the event a student refuses medication, the parent or guardian will be notified immediately, except where a student is allowed to seek medical care without parental consent. No attempt will be made to administer medication to a student who refuses a medication;
- f. Any error in administration of a medication will be reported to the ~~school nurse and~~ parent or guardian immediately, except where a student is allowed to seek medical care without parental consent, and documentation will. ~~Documentation shall~~ be made on the district's Accident/Incident Report form. Errors include, but are not limited to, administering medication to the wrong student, administering the wrong medication, dose, frequency of administration or method of administration;:-
- g. Medication shall not be administered until the necessary permission form and written instructions have been submitted as required by the district.

6. Administration of Medication by a Student to Themselves

- a. A student, including a student in grade K through 12 with asthma or severe allergies, may be permitted to administer medication to themselves without assistance from designated personnel and is subject to the following:
 - (1) A student must demonstrate the ability, developmentally and behaviorally, to self-administer prescription medication and must have:
 - (a) A permission form from a parent or guardian, except when the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675, and other documentation requested by the district must be submitted for self-medication of all prescription medications;
 - (b) If the student has asthma, diabetes and/or a severe allergy, a medication that is prescribed by a prescriber and a written treatment plan developed by a prescriber or other Oregon licensed health care professional for managing of the student's asthma, diabetes and/or severe allergy, and directs use by the student while the student is in school, at a school-sponsored activity, while under the supervision of school personnel, in a before-school or after-school care ~~program~~ programs on school-owned property and in transit to or from school or a school-sponsored activity. The prescriber will include ~~acknowledgment~~ acknowledgement that the student has been instructed in the correct and responsible use of the prescribed medication;
 - (c) The permission to self-administer ~~the medication~~ from a building administrator and a prescriber or registered nurse practicing in a school setting.
 - (2) A student must demonstrate the ability, developmentally and behaviorally, to self-administer nonprescription medication and must have:
 - (a) The written permission of the student's parent or guardian, except when the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675;
 - (b) The student's name affixed to the manufacturer's original container; and
 - (c) The permission to self-administer medication from a building administrator.
 - (3) A student must demonstrate the ability, developmentally and behaviorally, to self-administer nonprescription medication that is not approved by the FDA and must have:

- (a) The written permission of the student's parent or guardian, except when the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675; and
- (b) A written order from the student's prescriber that includes:
 - (i) Name of the student;
 - (ii) Name of the medication;
 - (iii) Dosage;
 - (iv) Method of administration;
 - (v) Frequency of administration;
 - (vi) A statement that the medication must be administered while the student is in school;
 - (vii) Other special instructions, if any; and
 - (viii) Signature of the prescriber.

- b. The student may have in their/his/her possession only the amount of medication needed for that school day, except for manufacturer's packaging that contains multiple dosage, the student may carry one package, such as, but not limited to, autoinjectable epinephrine or bronchodilators/inhalers;
- c. Sharing and/or borrowing of any medication with another student is strictly prohibited;
- d. For a student who has been prescribed bronchodilators or epinephrine, the designated personnel will request that the parent or guardian provide backup/backup medication for emergency use by that student. Backup medication, if provided, will be kept at the student's school in a location to which the student has immediate access in the event the student has an asthma and/or severe allergy emergency;-
- e. Upon written request from a parent or guardian, and with a prescriber's written statement that the lack of immediate access to a backup autoinjectable epinephrine may be life threatening to a student, and the location the school stores backup medication is not located in the student's classroom, a process shall be established to allow the backup autoinjectable epinephrine to be kept in a reasonably secure location in the student's classroom;-
- f. A student shall not administer medication to themselves until the necessary permission form and written instructions have been submitted as required by the district;-
- g. Permission for a student to administer medication to themselves may be revoked if the student violates the Board/board policy and/or this administrative regulation;-
- h. A student may be subject to discipline, up to and including expulsion, as appropriate;-
- i. A student permitted to administer medication to themselves may be monitored by designated personnel to monitor the student's response to the medication.

7. Handling, Monitoring and Safe Storage of Medication Supplies for Administering Medication to Students

- a. Medication administered by designated personnel to a student or self-administered by a student, must be delivered to the school in its original container, accompanied by the permission form and written instructions, as required above.
- b. ~~Medication~~ All medication in capsule or tablet form and categorized as a sedative, stimulant, anticonvulsant/anti-convulsant, narcotic analgesic or psychotropic medication will/shall be stored in the locked cabinet in the health office. It shall be counted by designated personnel in the presence of another district employee upon receipt, documented in the student's medication log and routinely monitored during storage and administration. Discrepancies will

be reported to the principal ~~and school nurse~~ immediately and documented in the student's medication log. For such medication not in capsule or tablet form, standard measuring and monitoring procedures will apply.

- c. Designated personnel will follow the written instructions of the prescriber and the student or the student's parent or guardian, and training guidelines as may be recommended by the ODE for administering all forms of prescription and/or nonprescription medications.
- d. Medication will be secured as follows:
 - (1) Nonrefrigerated medications will be stored in a locked cabinet, drawer or box used solely for the storage of medication;
 - (2) Medications requiring refrigeration will be stored in a ~~separate refrigerator used solely for the storage of medication~~ locked box in a refrigerator;
 - (3) Access to medication storage keys will be limited to the principal and designated personnel.
- e. Designated personnel will be responsible for monitoring all medication supplies and for ensuring medication is secure at all times, not left unattended after administering and that the medication container is properly sealed and returned to storage.;
- f. In the event medication is running low or an inadequate dosage is on hand to administer the medication, the designated personnel will notify the student's parent or guardian or the student (in situations involving ORS 109.610, 109.640 and 109.675) immediately.

8. Emergency Response

- a. Designated personnel will notify 911 or other appropriate emergency medical response systems and administer first aid, as necessary, in the event of life-threatening side effects that result from district-administered medication or from student self-medication or allergic reactions. The parent or guardian, school nurse and principal will be notified immediately.
- b. Minor adverse reactions that result from district-administered medication or from student self-medication will be reported to the parent or guardian ~~immediately and school nurse~~, except when the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675.
- c. Any available district staff will immediately call 911 and the student's parent or guardian if the designated personnel believes the student is experiencing symptoms of adrenal crisis and plans to administer medication.

9. Disposal of Medications

- a. Medication not picked up by the student's parent or guardian, or the student when allowed pursuant to ORS 109.610, 109.640 and 109.675, at the end of the school year or within five school days of the end of the medication period, whichever is earlier, will be disposed of by designated personnel in a ~~nonrecoverable~~ ~~non-recoverable~~ fashion as follows:
 - (1) Medication will be removed from its original container and personal information will be destroyed;
 - (2) Solid medications will be crushed, mixed or dissolved in water, liquid medications will be mixed or dissolved in water; and
 - (3) Mixed with an undesirable substance, e.g., coffee grounds, kitty litter, flour; and
 - (4) Placed in impermeable non-descriptive containers, e.g., empty cans or sealable bags, and placed in the trash.

Prescriptions will be flushed down the toilet **only** if the accompanying patient information specifically instructs it is safe to do so.

Other medication will be disposed of in accordance with established training procedures including sharps and glass.

- b. All medication will be disposed of by designated personnel in the presence of another school employee and documented as described in Section 10, below.

10. Transcribing, Recording and Record Keeping

- a. A medication log will be maintained for each student administered medication by the district. The medication log will include, but not be limited to:

- (1) The name of the student, name of the medication, dosage, and method of administration of medication administered, date and time of administration, frequency of administration and the name of the person administering the medication;
- (2) Student refusals of medication;
- (3) Errors in administration of medication;
- (4) Incidents of emergency and minor adverse reaction by a student to medication;
- (5) Discrepancies in medication supply;
- (6) Disposal of medication including date, quantity, manner in which the medication was destroyed and the signature of the school staff involved.

- b. All records relating to administration of medications, including permissions and written instructions, will be maintained in a separate, medical file apart from the student's education record file unless otherwise related to the student's educational placement and/or individualized education program plan. Records will be retained in accordance with applicable provisions of OAR 166-400-0010(17)-(22), (23) and OAR 166-400-0060(29)(24).

- c. Student health information will be kept confidential. Access shall be limited to those designated personnel authorized to administer medication to students, the student and their/his/her parent or guardian. Information may be shared with other staff with a legitimate educational interest in the student or others as may be authorized by the parent or guardian in writing or others as allowed under state and federal law.

Corrected 8/08/22



Code: JHF
Adopted: 6/09/10
Revised/Readopted: 6/13/18
Orig. Code: JHF

Student Safety

The Board directs the development and approval of a comprehensive safety program ~~Health, Safety and Emergency Plan~~. The plan is designed to assure every student a safe, healthy environment in which to learn. The plan will comply with federal, state and local laws and regulations and with Board policy.

Local building safety and health committees will ensure that general safety regulations are reviewed with staff and students, as appropriate, to assure student safety.

Instruction in professional technical courses and other offerings such as science, family and consumer studies ~~homemaking~~, art and physical education will include and emphasize accident prevention.

Safety instruction will assist students to:

1. Learn how to work, play and exercise safely, and to prevent accidents;
2. Learn proper procedures to reduce the possibility of accidents;
3. Develop habits of good cleanliness ~~housekeeping~~, proper storage and proper handling of materials;
4. Become familiar with personal protective equipment and the proper clothing to be worn for safety purposes;
5. Develop skills in the safe use of tools and equipment;
6. Learn how to cooperate with others in the promotion and operation of a safety program in the school;
7. Respond to emergency situations in all settings.

Safety instruction will precede the use of materials and equipment by students in applicable units of work in the courses listed above. Instructors will teach and enforce all safety rules set up for these particular courses. Rules will include, but not be limited to, wearing personal protective equipment in appropriate activities.

Students will be asked to sign off upon completion of reading safety policies and materials and upon the completion of safety instruction.

A student will report any accident sustained by him/herself while on district property to a district staff member. ALL accidents will be promptly investigated. As a result of the investigation any corrective measures needed will be acted upon.

END OF POLICY

Legal Reference(s):

[ORS 329.095](#)

[OAR 581-022-2225](#)

Corrected 7/11/22



Code: JHFA
 Adopted: 1/04/07
 Revised/Readopted: 6/09/10; 10/11/17
 Orig. Code: JHFA, GBCB

Supervision of Students**

~~All~~The board expects all students ~~are~~ to be under assigned adult supervision when they are in school (in a classroom or any other area), traveling under school auspices or engaging in school-sponsored activities.

Personnel assigned this supervision are expected to act as prudent adults in providing for the safety of students in their charge. ~~Such personnel are responsible for the conduct and safety of those students assigned to him/her for any given period.~~

~~No~~In keeping with this expected prudence, no teacher or other staff member will leave ~~their~~his/her assigned group unsupervised except in an emergency situation when other arrangements have been made.

During school hours, or while engaging in school-sponsored activities, students will be released only into the custody of parents or other persons designated by the parents.

END OF POLICY

Legal Reference(s):

[ORS 332.072](#)

[ORS 332.107](#)

Corrected 7/11/22



Code: JHFD
Adopted: 4/13/11
Orig. Code: JHFD

Student Vehicle Use

All students who drive vehicles to school are subject to parking and driving rules developed by the district.

The district shall require all students parking vehicles on district property on a regular basis to show evidence: ~~That the:~~

1. ~~Student-student~~ driving the vehicle holds a valid driver’s license;
2. ~~Vehicle-That the vehicle~~ is currently registered;
3. ~~Student-That the student~~ driving is insured under a motor vehicle liability insurance policy or other satisfactory proof of compliance with the financial responsibility requirements of the state;
4. ~~Vehicle-That the vehicle~~ is in compliance with district rules by displaying the appropriate identification.

Parking privileges will be subject to the specific requirements of this policy and any other applicable policy and/or rules of the district. Parking privileges, including driving on district property, may be revoked by the principal for violations of ~~Board-board~~ policies, administrative regulations or school rules.

The district will post appropriate parking signs.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)
[ORS 332.445](#)

[ORS 339.270](#)
[ORS 806.060](#) to -806.080

[OAR 581-021-0050](#)

Corrected 7/11/22



Code: JHFDA
 Adopted: 1/04/07
 Revised/Readopted: 6/09/10; 10/11/17
 Orig. Code: JHFDA

Suspension of Driving Privileges

The district may file a written request with the Department of Transportation to have a student’s driving privileges revoked or their right to apply for driving privileges if the student is at least 15 years of age and the student has been expelled for a “weapons” violation or has been suspended or expelled at least twice for assaulting or menacing a district employee or another student, for willful damage or injury to district property or for use of threats, intimidation, harassment or coercion against a school employee or another student or possessing, using or delivering any controlled substance or being under the influence of any controlled substance at a school or on school property or at a school-sponsored activity, function or event.

Before such a request is submitted the superintendent will meet with the parent or guardian of the student to outline the reason for the request.

The first request for such action will be for a one year suspension of driving privileges and a second request will be until the student is 21 years old.

A student may appeal the decision of the superintendent regarding driving privileges to the board under the due process procedures for suspensions and expulsions-

Withdrawal

The superintendent may, under Oregon Revised Statute (ORS) 339.257, notify ODOT of the withdrawal from school of a student who is at least 15 years of age and under 18 years of age.

Upon receipt of the district’s notice that a student has withdrawn from school, ODOT shall notify the student that driving privileges will be suspended on the 30th day following the date of notice unless the student presents documentation that complies with ORS 807.066. For purposes of this policy, a student shall be considered to have withdrawn from school if the student has:

1. More than 10 consecutive school days of unexcused absences; or
2. Fifteen school days total of unexcused absences during a single semester.

END OF POLICY

Legal Reference(s):

[ORS 192.660](#)
[ORS 332.061](#)
[ORS 336.615 - 336.665](#)
[ORS 339.240](#)

[ORS 339.250](#)
[ORS 339.254](#)
[ORS 339.257](#)
[ORS 807.065](#)

[ORS 807.066](#)
[ORS 807.240](#)
[OAR 581-021-0065](#)
[OAR 581-021-0070](#)

Corrected 7/11/22



Code: JHFDA-AR(1)
Revised/Reviewed: 4/12/06; 6/09/10
Orig. Code: JHFDA-AR(1)

Procedures for Suspended Driving Privilege - Conduct

Name of Student _____

Address of Student _____

Date of Birth _____ ODL Number (if applicable) _____

Number of requests for suspension on this student: one two or more

Type of privilege requested for suspension:

- Driving privilege
- Application for driving privilege

Length of suspension requested:

- No more than one year
- Six months
- Six weeks
- Other _____

If two or more requests for suspension have been made on this student:

- Two years
- Until student is 21 years of age
- Other _____

Type of infraction:

- Expelled for bringing a weapon on school property.
- Suspended or expelled at least twice for assaulting or menacing a school employee or another student, for willful damage or injury to district property or for use of threats, intimidation, harassment or coercion against a district employee or another student, possessing, using or delivering a controlled substance or being under the influence of a controlled substance at a school or on school property or at a school-sponsored activity, function or event.

This written request is submitted on _____ by:

Name: _____

Title: _____

District: _____

Date: _____

Corrected 7/11/22



Code: JHFDA-AR(2)
 Revised/Reviewed: 4/12/06; 6/09/10
 Orig. Code: JHFDA-AR(2)

Notice of Withdrawal

Student Name (Print Last, First, Middle)			
Student Address Code		City	State Zip
Date of Birth (MM/DD/YYYY)	Oregon Driver License/ID Number (If Known)	Last Day of Attendance (MM/DD/YYYY)	
<p>I hereby notify the Department of Transportation to suspend the driving privileges of the above named student because the student is considered to have withdrawn from school per ORS 339.257 (2). The policy adopted under ORS 339.257 meets all requirements of the law including: The number of days of unexcused absence; the age of the student; and, a provision allowing the student to appeal this decision.</p>			
Name of District or Private School		Telephone Number ()	
Address Code		City	State Zip
Title: <input type="checkbox"/> District Superintendent <input type="checkbox"/> School Board Member/Superintendent <input type="checkbox"/> Authorized Representative of Private School			
Name of Authorized Person (Please Print)			
Signature X		Date	

735-7186 (-00)

White copy to DMV, Yellow copy for your records

STK# 300161

Corrected 7/11/22



Code: JHFE
Adopted: 1/04/07
Revised/Readopted: 6/09/10; 5/14/14
Orig. Code: JHFE

Reporting of Suspected Child Abuse

Any district employee who has reasonable cause to believe that any child with whom the employee has come in contact has suffered abuse or neglect, as defined in state law, by any adult or by a student with whom the employee is in contact has abused a child, will immediately notify the Oregon Department of Human Services or the local law enforcement agency.

The district employee shall also immediately inform their supervisor, principal or superintendent.

Abuse of a child by district employees or by students will not be tolerated. All district employees are subject to this policy and the accompanying administrative regulation. If a district employee is a suspected abuser, reporting requirements remain the same. The district will designate the superintendent to receive reports of abuse of a child by district employees and specify the procedures to be followed upon receipt of an abuse report. In the event the designated person is the suspected abuser, the personnel director shall receive the report of abuse. The district will post in each school building the name and contact information of the person designated to receive child abuse reports as well as the procedures the personnel director will follow upon receipt of a report. When the personnel director takes action on the report, the person who initiated the report must be notified.

A substantiated report of abuse by an employee shall be documented in the employee's personnel file. A substantiated report of abuse by a student shall be documented in the student's education record.

Upon request, the district shall provide records of investigations of suspected abuse of a child by a district employee or former district employee to law enforcement, Oregon Department of Human Services or Teachers Standards and Practices Commission.

Any district employee participating in good faith in the making of a report, pursuant to this policy and Oregon law and who has reasonable grounds for the making thereof, shall have immunity from any liability, civil or criminal, that might otherwise be incurred or imposed with respect to the making or content of any such report. Further, the initiation of a report in good faith about suspected abuse of a child may not adversely affect any terms or conditions of employment or the work environment of the complainant. If a student initiates a report of suspected abuse of a child by a district employee or a student, in good faith, the student will not be disciplined by the Board or any district employee. Intentionally making a false report of abuse of a child is a Class A violation.

The district shall establish written procedures to provide annual training: 1) for district staff in the prevention and identification of abuse of a child and on the obligations of district employees under ORS 419B.005, as directed by Board policy, to report suspected abuse of a child; 2) for parents and legal guardians of students attending district schools on the prevention, identification of abuse of a child and the

obligation of district employees to report suspected abuse of a child, separate from district staff training; and 3) designed to prevent abuse of a child available to students attending district-operated schools. The superintendent shall implement such regulations as are necessary to accomplish the intent of this policy and to comply with state law.

END OF POLICY

Legal Reference(s):

[ORS 339.370 to-339.400](#)
[ORS 418.746 to-418.751](#)

[ORS 419B.005 to-419B.050](#)

[OAR 581-022-0711](#)

Greene v. Camreta, 588 F.3d 1011 (9th Cir. 2009), vacated in part by, remanded by Camreta v. Greene, 131 S. Ct. 2020 (U.S. 2011); vacated in part, remanded by Greene v. Camreta 661 F.3d 1201 (9th Cir. 2011).

Corrected 7/11/22

L

E

T

F



Code: JHFE-AR(1)
Revised/Reviewed: 6/09/10; 2/14/13; 6/13/18
Orig. Code: JHFE-AR(1)

Reporting of Suspected Abuse of a Child

Reporting

Any district employee having reasonable cause to believe that any child with whom the employee comes in contact has suffered abuse, or that any person with whom the employee comes in contact has abused a child, shall orally report or cause an oral report to be immediately made by telephone or otherwise to the local office of the Oregon Department of Human Services (DHS) or to a law enforcement agency within the county where the person making the report is at the time of the contact. The district employee shall immediately inform their supervisor, principal or superintendent. If known, such report shall contain the names and addresses of the child and the parents of the child or other persons responsible for the child's care, the child's age, the nature and extent of the suspected abuse, the explanation given for the suspected abuse, any other information which the person making the report believes might be helpful in establishing the possible cause of the suspected abuse and the identity of a possible perpetrator.

A written record of the abuse report shall be made by the employee suspecting the abuse of a child. The written record may be made using the Reynolds School District Abuse Reporting Form which includes at a minimum:

1. The name and position of the person making the report;
2. The names and addresses of the child and of the parents of the child or other persons responsible for the child's care and the age of the child;
3. The name and position of any witness to the report;
4. A description of the nature and extent of the abuse, including any information which could be helpful in establishing cause of abuse and identity of the abuser;
5. A description of how the report was made (i.e. phone or other method);
6. The name of the agency and individual who took the report;
7. The date and time that the report was made; and
8. The names of persons who received a copy of the written report.

The written record of the abuse report shall not be placed in the student's educational record. A copy of the written report shall be retained by the employee making the report and a copy shall be provided to the employee's supervisor and superintendent.

When the district receives a report of suspected abuse of a child by one of its employees, and the superintendent determines that there is reasonable cause to support the report, the district shall place the district employee on paid administrative leave until the DHS or a law enforcement agency either: 1) determines that the report is unfounded or that the report will not be pursued; or 2) determines that the report is founded and the education provider takes the appropriate disciplinary action against the district employee. If the DHS or a law enforcement agency is unable to determine whether the abuse occurred the district may either reinstate the employee or take disciplinary action at the district's discretion.

The written record of each reported incident of abuse of a child, action taken by the district and any findings as a result of the report shall be maintained by the district.

Definitions

1. Oregon law recognizes these types of abuse:
 - a. Physical;
 - b. Neglect;
 - c. Mental injury;
 - d. Threat of harm;
 - e. Sexual abuse and sexual exploitation.
2. "Child" means an unmarried person who is under 18 years of age.

Confidentiality of Records

The name, address and other identifying information about the employee who made the report are confidential and are not accessible for public inspection.

The disciplinary records of a district employee or former district employee convicted of a crime listed in Oregon Revised Statute (ORS) 342.143 are not exempt from disclosure under ORS 192.501 or 192.502. Therefore, if a district employee or former employee is convicted of a crime listed in ORS 342.143, the district that is or was the employer of that employee when the crime was committed shall disclose the disciplinary records of the employee to any person upon request. However, prior to the disclosure of a disciplinary record the district shall remove any personally identifiable information from the record that would disclose the identity of a child, a crime victim or a district employee who is not the subject of the disciplinary record.

Failure to Comply

Any district employee who fails to report a suspected abuse of a child as provided by this policy and the prescribed Oregon law commits a violation punishable by law. A district employee who fails to comply with the confidentiality of records requirements commits a violation punishable by the prescribed law. If an employee fails to report suspected abuse of a child or fails to maintain confidentiality of records as required by this policy, the employee will be disciplined.

Cooperation with Investigator

The district staff shall make every effort in suspected abuse of a child cases to cooperate with investigating officials as follows:

1. Any investigation of abuse of a child will be directed by the DHS or law enforcement officials as required by law. When an administrator is notified that the DHS or law enforcement would like to interview a student at school, the administrator must request that the investigating official fill out the appropriate form. Failure to complete the appropriate form may result in the administrator's refusal to allow the student interview on school property. The principal or designee shall make a photo copy of the warrant or court order and badge or badge number and identification card and attach to the Abuse of a Child Investigation Conducted on District Premises form. If the student is to be interviewed at the school, the principal or representative shall make a conference space available. The principal or representative of the school may at the discretion of the investigator, be present to facilitate the interview. Law enforcement officers wishing to interview or remove a student from the premises shall present themselves at the office and contact the principal or representative. The officer shall sign the student out on a form to be provided by the school;
2. When the subject matter of the interview or investigation is identified to be related to suspected abuse of a child, district employees shall not notify parents;
3. The principal or representative shall advise the investigator of any conditions of disability prior to any interview with the affected child;
4. District employees are not authorized to reveal anything that transpires during an investigation in which the employee participates, nor shall the information become part of the student's education records, except that the employee may testify at any subsequent trial resulting from the investigation and may be interviewed by the respective litigants prior to any such trial.

Corrected 7/11/22

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Code: JHFE-AR(2)
 Revised/Reviewed: 6/13/18
 Orig. Code: JHFE-AR(2)

Abuse of a Child Investigations Conducted on District Premises

An investigation of a report of abuse of a child may be conducted on school premises by an investigator from the Department of Human Services (DHS) or a law enforcement agency according to Oregon Revised Statute (ORS) 419B.045. The school administrator must be notified that the investigation is to take place, unless the administrator is a subject of the investigation. The investigator is not required to reveal information about the investigation to the school as a condition of conducting the investigation.

The investigator shall be advised by a school administrator or a school staff member of a child’s disabling conditions, if any, prior to any interview with the child. The school administrator or designee may, at the investigator’s discretion, be present to facilitate the investigation.

I, _____ (name of investigator or worker), am directing _____ (district staff member) not to notify any person, including the parent or guardian of _____ (name of student), other than the Department of Human Services (DHS) or law enforcement agency, of this investigation and directing _____ (name of district staff member) not to disclose any information obtained during the investigation pursuant to ORS 419B.045. The DHS or law enforcement agency are responsible for notifying the parents or guardians regarding the investigation pursuant to Oregon Administrative Rule (OAR) 413-015-0420. Pursuant to ORS 419B.045, DHS will assume liability and indemnify the district and its staff for complying with this order.

 Worker/Investigator Badge or ID Number

 Name of Agency

 Name of Worker’s/Investigator’s Supervisor

 Supervisor Contact Information

 Investigator Signature

 Date

FOR COMPLETION BY DISTRICT STAFF

- | | |
|---|--|
| _____
Name of Administrator Notified | <input type="checkbox"/> Student not available for interview
<input type="checkbox"/> Student refused to be interviewed
<input type="checkbox"/> Administrator participated in interview |
|---|--|

This form should be placed in a separate secure file and not in the student’s file.



Code: JHFE/GBNAB
Adopted:

Suspected Abuse of a Child Reporting Requirements**

Any district employee who has reasonable cause to believe that **any child** with whom the employee has come in contact has suffered abuse¹ shall orally report or cause an oral report immediately by telephone or otherwise to the local office of the Oregon Department of Human Services (DHS) or its designee or to the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to Oregon Revised Statute (ORS) 419B.010. Any district employee who has reasonable cause to believe that **any person**² with whom the employee is in contact has abused a child shall immediately report or cause a report to be made in the same manner to DHS or its designee or to the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to ORS 419B.010. If known, the report shall contain the names and addresses of the child and the parents of the child or other persons responsible for the child’s care, the child’s age, the nature and extent of the suspected abuse, including any evidence of previous abuse, the explanation given for the suspected abuse, any other information that the person making the report believes might be helpful in establishing the possible cause of the abuse and the identity of a possible perpetrator.

Abuse of a child by district employees, contractors³, agents⁴, volunteers⁵, or students is prohibited and will not be tolerated. All district employees, contractors, agents, volunteers and students are subject to this policy and the accompanying administrative regulation.

Any district employee who has reasonable cause to believe that another district employee, contractor, agent, volunteer or student has engaged in abuse, or that a student has been subjected to abuse by another district employee, contractor, agent, volunteer or student shall immediately report such to the Oregon Department of Human Services (DHS) or its designee or the local law enforcement agency pursuant to ORS 419B.015, and to the designated licensed administrator.

¹ Includes the neglect of a child; abuse is defined in ORS 419B.005.

² “Person” could include adult, student or other child.

³ “Contractor” means a person providing services to the district under a contract in a manner that requires the person to have direct, unsupervised contact with students.

⁴ “Agent” means a person acting as an agent for the district in a manner that requires the person to have direct, unsupervised contact with students.

⁵ “Volunteer” means a person acting as a volunteer for the district in a manner that requires the person to have direct, unsupervised contact with students.

The district will designate a ⁶licensed administrator and an alternate licensed administrator, in the event that the designated licensed administrator is the suspected abuser, for each school building to receive reports of suspected abuse of a child by district employees, contractors, agents, volunteers or students.

If the superintendent is the alleged perpetrator the report shall be submitted to the executive director of human capital management who shall also report to the Board chair.

The district will post the names and contact information of the designees for each school building, in the respective school, designated to receive reports of suspected abuse and the procedures in JHFE/GBNAB-AR(1) - Reporting of Suspected Abuse of a Child the designee will follow upon receipt of a report, the contact information for local law enforcement and the local DHS office or its designee, and a statement that this duty to report suspected abuse is in addition to the requirements of reporting to a designated licensed administrator.

When a designee receives a report of suspected abuse, the designee will follow procedure established by the district and set forth in administrative regulation JHFE/GBNAB-AR(1) - Reporting of Suspected Abuse of a Child. All such reports of suspected abuse will be reported to a law enforcement agency or DHS, or its designee, for investigation, and the agency will complete an investigation regardless of any changes in the relationship or duties of the person who is the alleged abuser.

When there is reasonable cause to support a report, a district employee suspected of abuse shall be placed on paid administrative leave pending an investigation and the district will take necessary actions to ensure the student's safety. When there is reasonable cause to support a report, a district contractor, agent or volunteer suspected of abuse shall be removed from providing services to the district and the district will take necessary actions to ensure the student's safety.

The district will notify the person, as allowed by state and federal law, who was subjected to the suspected abuse about any actions taken by the district as a result of the report.

A substantiated report of abuse by an employee shall be documented in the employee's personnel file. A substantiated report of abuse by a student shall be documented in the student's education record.

The initiation of a report in good faith, pursuant to this policy, may not adversely affect any terms or conditions of employment or the work environment of the person initiating the report or who may have been subjected to abuse. If a student initiates a report of suspected abuse of a child by a district employee, contractor, agent, volunteer or student, in good faith, the student will not be disciplined by the district or any district employee, contractor, agent or volunteer. Intentionally making a false report of abuse of a child is a Class A violation.

The district shall provide information and training each school year to district employees on the prevention and identification of abuse, the obligations of district employees under ORS 339.388 and ORS 419B.005 - 419B.050 and as directed by Board policy to report suspected abuse of a child, and appropriate electronic communications with students. The district shall make available each school year the training described above to contractors, agents, volunteers, and parents and legal guardians of students attending district-

⁶ {ORS 339.372 requires the district to post the names and contact information of the persons, i.e., a licensed administrator and an alternate licensed administrator, who are designated to receive reports of sexual abuse for a school building in the respective school building. A "licensed administrator" is a person employed as an administrator by the district and holds an administrative license issued by TSPC or may be a person employed by the district that does not hold an administrative license issued by TSPC.}

operated schools, and will be made available separately from the training provided to district employees. The district shall provide each school year information on the prevention and identification of abuse, the obligations of district employees under Board policy to report abuse, and appropriate electronic communications with students to contractors, agents and volunteers. The district shall make available each school year training that is designed to prevent abuse to students attending district-operated schools.

The district shall provide to a district employee at the time of hire, or to a contractor, agent, or volunteer at the time of beginning service for the district, the following:

1. A description of conduct that may constitute abuse;
2. A description of the investigatory process and possible consequences if a report of suspected abuse is substantiated; and
3. A description of the prohibitions imposed on district employees, contractors, and agents when they attempt to obtain a new job, as provided under ORS 339.378. A district employee, contractor or agent will not assist another district employee, contractor or agent in obtaining a new job if the individual knows, or has reasonable or probable cause to believe the district employee, contractor or agent engaged in abuse, unless criteria found in ORS 339.378(2)(c) are applicable.

Nothing in this policy prevents the district from disclosing information required by law or providing the routine transmission of administrative and personnel files pursuant to law.

The district shall make available to students, district employees, contractors, agents, and volunteers a policy of appropriate electronic communications with students.

Any electronic communications with students by a contractor, agent or volunteer for the district will be appropriate and only when directed by district administration. When communicating with students electronically regarding school-related matters, contractors, agents or volunteers shall use district e-mail, using mailing lists and/or other internet messaging approved by the district to a group of students rather than individual students or as directed by district administration. Texting or electronically communicating with a student through contact information gained as a contractor, agent or volunteer for the district is prohibited.

The superintendent shall develop administrative regulations as are necessary to implement this policy and to comply with state law.

END OF POLICY

Legal Reference(s):

[ORS 339.370 - 339.400](#)
[ORS 418.257 - 418.259](#)

[ORS 419B.005 - 419B.050](#)

[OAR 581-022-2205](#)

Greene v. Camreta, 588 F.3d 1011 (9th Cir. 2009), vacated in part by, remanded by Camreta v. Greene, 131 S. Ct. 2020 (U.S. 2011); vacated in part, remanded by Greene v. Camreta 661 F.3d 1201 (9th Cir. 2011).
Senate Bill 51 (2021).

Corrected 8/03/22



Code: JHFE/GBNAB-AR(1)
Adopted:

R

Reporting of Suspected Abuse of a Child

Reporting

Any district employee having reasonable cause to believe that **any child** with whom the employee comes in contact has suffered abuse¹ shall orally report or cause an oral report immediately by telephone or otherwise to the local office of the Oregon Department of Human Services (DHS) or its designee or to a law enforcement agency within the county where the person making the report is at the time of their contact. Any district employee who has reasonable cause to believe that **any person**² with whom the employee is in contact has abused a child shall immediately report or cause a report to be made in the same manner to DHS or its designee or to the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to ORS 419B.010.

Any district employee who has reasonable cause to believe that another district employee, contractor, agent, volunteer or student has engaged in abuse, or that a student has been subjected to abuse by another district employee, contractor, agent, volunteer or student shall immediately report such to the DHS or its designee or the local law enforcement agency pursuant to ORS 419B.015, and to the designated licensed administrator or alternate licensed administrator for their school building.

If known, the report shall contain the names and addresses of the child and the parents of the child or other persons responsible for the child’s care, the child’s age, the nature and extent of the suspected abuse, including any evidence of previous abuse, the explanation given for the suspected abuse, any other information that the person making the report believes might be helpful in establishing the possible cause of the suspected abuse and the identity of a possible perpetrator.

If the superintendent is the alleged abuser the report shall be submitted to the executive director of human capital management who shall refer the report to the Board chair.

A written record of the abuse report shall be made by the employee reporting the suspected abuse of a student and will include: name and position of the person making the report; name of the student; name and position of any witness; description of the nature and extent of the abuse, including any information which could be helpful in establishing cause of abuse and identity of the abuser; description of how the report was made (i.e., phone or other method); name of the agency and individual who took the report; date and time that the report was made; and name of district administrator who received a copy of the written report.

¹ Includes the neglect of a child; abuse is defined in ORS 419B.005.

² “Person” could include adult, student or other child.

The written record of the abuse report shall not be placed in the student's educational record. A copy of the written report shall be retained by the employee making the report and a copy shall be provided to the designee that received the report.

When the designee receives a report of suspected abuse of a child by a district employee, and there is reasonable cause to support the report, the district shall place the district employee on paid administrative leave³ and take necessary actions to ensure the student's safety. The employee shall remain on leave until DHS or law enforcement determines that the report is substantiated and the district takes the appropriate employment action, or cannot be substantiated or is not a report of abuse and the district determines that either 1) an employment policy was violated and the district will take appropriate employment action against the employee, or 2) an employment policy has not be violated and no action is required by the district against the employee.

When the designee receives a report of suspected abuse by a contractor, agent or volunteer, the district shall prohibit the contractor, agent or volunteer from providing services to the district. [The district may reinstate the contractor, agent or volunteer, and such reinstatement may not occur until such time as a report of suspected abuse has been investigated⁴ and a determination has been made by law enforcement or DHS that the report is unsubstantiated.

The written record of each reported incident of abuse of a child, action taken by the district and any findings as a result of the report shall be maintained by the district.

If, following the investigation, the district decides to take an employment action, the district will inform the district employee of the employment action to be taken and provide information about the appropriate appeal process. The employee may appeal the employment action taken through the appeal process provided by the applicable collective bargaining agreement, if applicable, or through an appeal process administered by a neutral third party.

If the district is notified that the employee decided not to appeal the employment action or if the determination of an appeal sustained the employment action, a record of the findings of the substantiated report and the employment action taken by the district will be placed in the records on the school employee maintained by the district. Such records created are confidential and not public records as defined in Oregon Revised Statute (ORS) 192.311, however the district may use the record as a basis for providing information required to be disclosed about a district employee under ORS 339.378(1). The district will notify the employee that information about substantiated reports may be disclosed to a potential employer.

Definitions

1. Oregon law recognizes these and other types of abuse:
 - a. Physical;
 - b. Neglect;
 - c. Mental injury;

³ The district employee cannot be required to use any accrued leave during the imposed paid administrative leave.

⁴ The district will investigate all reports of suspected abuse, unless otherwise requested by DHS or its designee or law enforcement pursuant to law.

- d. Threat of harm;
 - e. Sexual abuse and sexual exploitation.
2. “Child” means an unmarried person who is under 18 years of age or is under 21 years of age and residing in or receiving care or services at a child-caring agency.
3. A “substantiated report” means a report of abuse that a law enforcement agency or DHS determines is founded.

Confidentiality of Records

The name, address and other identifying information about the employee who made the report are confidential and are not accessible for public inspection.

Upon request from law enforcement or DHS the district shall immediately provide requested documents or materials to the extent allowed by state and federal law.

Failure to Comply

Any district employee who fails to report a suspected abuse of a child as provided by this policy and the prescribed Oregon law commits a violation punishable by law. A district employee who fails to comply with the confidentiality of records requirements commits a violation punishable by the prescribed law. If an employee fails to report suspected abuse of a child or fails to maintain confidentiality of records as required by this policy, the employee will be disciplined up to and including dismissal.

Cooperation with Investigator

The district staff shall make every effort in suspected abuse of a child cases to cooperate with investigating officials as follows:

1. Any investigation of abuse of a child will be directed by the DHS or law enforcement officials as required by law. DHS or law enforcement officials wishing to interview a student shall present themselves at the school office and contact the school administrator unless the school administrator is the subject of the investigation. When an administrator is notified that the DHS or law enforcement would like to interview a student at school, the administrator must request that the investigating official fill out the appropriate form (See JHFE/GBNAB-AR(2) – Abuse of a Child Investigations Conducted on District Premises). The administrator or designee should not deny the interview based on the investigator’s refusal to sign the form. If the student is to be interviewed at the school, the administrator or designee shall make a private space available. The administrator or designee of the school may, at the discretion of the investigator, be present to facilitate the interview. If the investigating official does not have adequate identification the administrator shall refuse access to the student.

Law enforcement officials wishing to remove a student from the premises shall present themselves at the office and contact the administrator or designee. The law enforcement official shall sign the student out in accordance with district procedures;

2. When the subject matter of the interview or investigation is identified to be related to suspected abuse of a child, district employees shall not notify parents or anyone else other than DHS or law enforcement agency and any school employee necessary to enable the investigation;

3. The administrator or designee shall advise the investigator of any conditions of disability prior to any interview with the affected child;
4. District employees are not authorized to reveal anything that transpires during an investigation in which the employee participates, nor shall the information become part of the student's education records, except that the employee may testify at any subsequent trial resulting from the investigation and may be interviewed by the respective litigants prior to any such trial.

Nothing prevents the district from conducting its own investigation, unless another agency requests to lead the investigation or requests the district to suspend the investigation, or taking an employment action based on information available to the district before an investigation conducted by another agency is completed. The district will cooperate with agencies assigned to conduct such investigations.

Corrected 8/03/22

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Code: JHFE/GBNAB-AR(2)

Revised/Reviewed:

Abuse of a Child Investigations Conducted on District Premises

The Department of Human Services (DHS) or a law enforcement agency has the authority to conduct an investigation of a report of child abuse on school premises according to Oregon Revised Statute (ORS) 419B.045. The school administrator must be notified that the investigation is to take place, unless the administrator is a subject of the investigation. The investigator is not required to reveal information about the investigation to the school as a condition of conducting the investigation.

After the investigator provides adequate identification, school staff shall allow access to the child and provide a private space for conducting the interview. The investigator shall be advised by a school administrator or a school staff member of a child's relevant disabling conditions, if any, prior to any interview with the child. The school administrator or designee may, at the investigator's discretion, be present to facilitate the investigation.

School staff may only notify DHS, the law enforcement agency or school employees that are necessary to enable the investigation. School staff may not notify any other persons, including the child's parent(s) or guardian(s).

Investigator Name (Printed)

Name of Agency

Name of Worker's/Investigator's Supervisor

Supervisor Contact Information

Investigator Position and Badge or ID Number

Student Name

School

Investigator Signature

Date

Investigator refused to sign. District staff should not deny entry based on refusal to sign.

FOR COMPLETION BY DISTRICT STAFF

- Student not available for interview
- Student refused to be interviewed
- Administrator participated in interview

Name of Administrator Notified

Name of Office Staff Involved

Name of Participating Administrator

This form should be placed in a separate secure file and not in the student's file.



Code: JHFF
Adopted: 6/09/10
Revised/Readopted: 8/14/13; 2/12/14
Orig. Code: JHFF

Reporting Requirements Regarding Sexual Conduct with Students

Sexual conduct by district/school employees as defined by Oregon law will not be tolerated. All district employees are subject to this policy.

“Sexual conduct” as defined by Oregon law is any verbal or physical or other conduct by a school employee that is sexual in nature; directed toward a kindergarten through grade 12 student; unreasonably interferes with a student’s educational performance; and creates an intimidating, hostile or offensive educational environment. The definition for sexual conduct does not include behavior that would be considered child abuse as outlined by Oregon law and district Board policy JHFE and JHFE-AR - Reporting of Suspected Child Abuse.

Any district/school employee who has reasonable cause to believe that another district/school employee or volunteer has engaged in sexual conduct with a student must immediately notify their supervisor or the person identified by the district to receive such reports.

When the district receives a report of suspected sexual conduct by a district employee, the district may decide to place the employee on paid administrative leave or in a position that does not involve direct, unsupervised contact with students while conducting an investigation. An investigation is a detailed inquiry into the factual allegations of a report of suspected sexual conduct that is based on interviews with the complainant, witnesses and the district employee who is the subject of the report. The investigation must meet any negotiated standards of an employment contract or agreement.

If, following the investigation, the report is substantiated, the district will inform the employee that the report has been substantiated and provide information regarding the appeal process. A substantiated report is one that: a) an educational provider has reasonable cause to believe is founded based on the available evidence after conducting an investigation; and b) involves conduct that the educational provider determines is sufficiently serious to be documented in the employee’s personnel file.

If the employee decides not to appeal the determination or if the determination is sustained after an appeal, a record of the substantiated report will be placed in the employee’s personnel file. The employee will be notified that this information may be disclosed to a potential employer.

The district will post in each school building the name and contact information of the person designated to receive sexual conduct reports, as well as the procedures the human resources director will follow upon receipt of a report. In the event that the designated person is the suspected perpetrator, the Superintendent shall receive the report. When the human resources director takes action on the report, the person who initiated the report must be notified.

The initiation of a report in good faith about suspected employee sexual conduct with students may not adversely affect any terms or conditions of employment or the work environment of the complainant. If a student initiates a report of suspected sexual conduct by a district employee in good faith, the student will not be disciplined by the board or any district employee.

The district will provide annual training to district employees, parents and students regarding the prevention and identification of sexual conduct. The district will provide to employees at the time of hire a description of conduct that may constitute sexual conduct and a description of records subject to disclosure if a sexual conduct report is substantiated.

Educational providers shall follow hiring and reporting procedures as outlined in Oregon Revised Statute (ORS) 339.370 for all district employees.

END OF POLICY

Legal Reference(s):

[ORS 339.370 to-339.400](#)
[ORS 418.746 to-418.751](#)
[ORS 419B.005 to-419B.045](#)

Corrected 7/11/22



Code: JHFF/GBNAA
Adopted:

Suspected Sexual Conduct with Students and Reporting Requirements

Sexual conduct by district employees, contractors¹, agents², and volunteers³ is prohibited and will not be tolerated. All district employees, contractors, agents, and volunteers are subject to this policy. Students are also subject to this policy if they are acting as an employee, contractor, agent or volunteer.

⁴“Sexual conduct,” means verbal or physical conduct or verbal, written or electronic communications by a school employee, a contractor, an agent or a volunteer that involve a student and that are sexual advances or requests for sexual favors directed toward the student, or of a sexual nature that are directed toward the student or that have the effect of unreasonably interfering with a student’s educational performance, or of creating an intimidating or hostile educational environment. “Sexual conduct” does not include touching or other physical contact that is necessitated by the nature of the school employee’s job duties or by the services required to be provided by the contractor, agent or volunteer, and for which there is no sexual intent; verbal, written or electronic communications that are provided as part of an education program that meets state educational standards or a policy approved by the Board; or conduct or communications described in the definition of sexual conduct herein if the school employee, contractor, agent or volunteer is also a student and the conduct or communications arise out of a consensual relationship between students, do not create an intimidating or hostile educational environment and are not prohibited by law, any policies of the district or any applicable employment agreements.

“Student” means any person who is in any grade from prekindergarten through grade 12 or 21 years of age or younger and receiving educational or related services from the district that is not a post-secondary institution of education, or who was previously known as a student by the person engaging in sexual conduct and who left school or graduated from high school within 90 days prior to the sexual conduct.

The district will post in each school building the names and contact information of the employees designated for the respective school buildings to receive reports of suspected sexual conduct and the procedures the designee will follow upon receipt of the report.

¹ “Contractor” means a person providing services to the district under a contract in a manner that requires the person to have direct, unsupervised contact with students.

² “Agent” means a person acting as an agent for the district in a manner that requires the person to have direct, unsupervised contact with students.

³ “Volunteer” means a person acting as a volunteer for the district in a manner that requires the person to have direct, unsupervised contact with students.

⁴ This definition of “sexual conduct” affects all conduct that occurs before, on or after June 23, 2021, for purposes of reports that are made, investigations that are initiated, or a collective bargaining agreement, an employment contract, an agreement for resignation or termination, a severance agreement or any similar contract or agreement entered into, on or after June 23, 2021.

Any district employee, contractor, agent or volunteer who has reasonable cause to believe that a student has been subjected to sexual conduct by another district employee, contractor, agent or volunteer, or that another district employee, contractor, agent or volunteer has engaged in sexual conduct with a student shall immediately report such suspected sexual conduct to the ^{5}designated licensed administrator or the alternate designated licensed administrator, in the event the designated administrator is the suspected perpetrator, for their school building. If the conduct also constitutes child abuse, the employee must make mandatory reports in accordance with Board policy JHFE/GBNAB – Suspected Abuse of a Child Reporting Requirements.

If the superintendent is the alleged perpetrator the report shall be submitted to the executive director of human capital management who shall report the suspected sexual conduct to the Board chair.

If an employee fails to report suspected sexual conduct or fails to maintain confidentiality of records, the employee will be disciplined up to and including dismissal.

When a designated licensed administrator receives a report of suspected sexual conduct by a district employee, contractor, agent or volunteer, the administrator will follow procedures established by the district and set forth in the district’s administrative regulation JHFF/GBNAA-AR - Suspected Sexual Conduct Report Procedures and Form. All such reports will be reported to the Oregon Department of Education (ODE) or Teacher Standards and Practices Commission (TSPC) in accordance with such administrative regulation. The agency receiving a report will complete an investigation regardless of any changes in the relationship or duties of the person who is the alleged perpetrator.

When there is reasonable cause to support the report, a district employee suspected of sexual conduct shall be placed on paid administrative leave pending an investigation and the district will take necessary actions to ensure the student’s safety.

When there is reasonable cause to support the report, a district contractor, agent or volunteer suspected of sexual conduct shall be removed from providing services to the district and the district will take necessary actions to ensure the student’s safety.

The district will notify, as allowed by state and federal law, the person who was subjected to the suspected sexual conduct about any actions taken by the district as a result of the report.

A district employee, contractor or agent will not assist another district employee, contractor or agent in obtaining a new job if the individual knows, or has reasonable cause to believe the district employee, contractor or agent engaged in sexual conduct. Nothing in this policy prevents the district from disclosing information required by law or providing the routine transmission of administrative and personnel files pursuant to law.

The initiation of a report in good faith about suspected sexual conduct may not adversely affect any terms or conditions of employment or the work environment of the person who initiated the report or who may have been subject to sexual conduct. If a student initiates a report of suspected sexual conduct by a district

⁵ { ORS 339.372 requires the district to post the names and contact information of the persons, i.e., a licensed administrator and an alternate licensed administrator, who are designated to receive reports of sexual conduct for a school building in the respective school building. A “licensed administrator” is a person employed as an administrator by the district and holds an administrative license issued by TSPC or may be a person employed by the district that does not hold an administrative license issued by TSPC if the district does not require the administrator to be licensed by TSPC. }

employee, contractor, agent or volunteer in good faith, the student will not be disciplined by the district or any district employee, contractor, agent or volunteer.

The district will provide to employees at the time of hire, or to a contractor, agent or volunteer at the time of beginning service for the district, the following:

1. A description of conduct that may constitute sexual conduct;
2. A description of the investigatory process and possible consequences if a report of suspected sexual conduct is substantiated; and
3. A description of the prohibitions imposed on district employees, contractors and agents when they attempt to obtain a new job, pursuant to ORS 339.378(2).

All district employees are subject to Board policy GCAB - Personal Electronic Devices and Social Media - Staff regarding appropriate electronic communications with students.

Any electronic communications with students by a contractor, agent or volunteer for the district will be appropriate and only when directed by district administration. When communicating with students electronically regarding school-related matters, contractors, agents or volunteers shall use district e-mail using mailing lists and/or other internet messaging approved by the district to a group of students rather than individual students or as directed by district administration. Texting or electronically communicating with a student through contact information gained as a contractor, agent or volunteer for the district is prohibited.

The superintendent shall develop administrative regulations to implement this policy and to comply with state law.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

[ORS 339.370 - 339.400](#)

[ORS 419B.005 - 419B.045](#)

Every Student Succeeds Act, 20 U.S.C. § 7926 (2018).

House Bill 2136 (2021).

Senate Bill 51 (2021).

Corrected 8/03/22



Code: GBNAA/JHFF-AR(1)

Revised/Reviewed:

Suspected Sexual Conduct Report Procedures and Forms

The district posts in each school building the names and contact information of the district employees designated for the respective school building to receive reports of suspected sexual conduct and the procedures the designee(s) will follow upon receipt of the report.

When a designated licensed administrator¹ receives a report of suspected sexual conduct that may have been committed by a commission licensee², the designee shall notify Teacher Standards and Practices Commission (TSPC). The designee shall notify the Oregon Department of Education (ODE) if the administrator receives a report of suspected sexual conduct that may have been committed by a school employee, contractor, agent or volunteer that is not a commission licensee.

If the superintendent is the alleged perpetrator the report shall be submitted to the executive director of human capital management who shall refer the report to the Board chair.

The district will investigate all reports of suspected sexual conduct, unless otherwise requested by TSPC or ODE as appropriate.

When the designee receives a report of suspected sexual conduct by a district employee, and there is reasonable cause to support the report, the district shall place the district employee on paid administrative leave³ and take necessary actions to ensure the student's safety. The employee shall remain on leave until TSPC⁴ or ODE⁵ determines that the report is substantiated and the district takes appropriate employment action against the employee, or cannot be substantiated or is not a report of sexual conduct and the district determines either: 1) an employment policy was violated and the district will take appropriate employment action against the employee; or 2) an employment policy has not been violated and an employment action against the employee is not required.

When the designee receives a report of suspected sexual conduct by a contractor, an agent or a volunteer, the district shall prohibit the contractor, agent or volunteer from providing services to the district. The

¹ A "licensed administrator" is a person employed as an administrator by the district and holds an administrative license issued by TSPC or may be a person employed by the district that does not hold an administrative license issued by TSPC if the district does not require the administrator to be licensed by TSPC.

² "Commission licensee," as is defined in ORS 342.120 (as amended by HB 2136 (2021)), means a person whom the TSPC has authority to investigate or discipline because the person is enrolled in an approved educator preparation program, is an applicant for a TSPC license or registration, holds a license or registration issued by TSPC, or has held a license or registration issued by the TSPC at any time during the previous five years.

³ The district employee cannot be required to use any accrued leave during the imposed paid administrative leave.

⁴ TSPC investigates reports on commission licensees.

⁵ ODE investigates reports on persons who are not commission licensees.

district may reinstate the contractor, agent or volunteer, and such reinstatement may not occur until such time as a report of suspected sexual conduct has been investigated and a determination has been made by TSPC or ODE, as appropriate, that the report is unsubstantiated.

Upon request from ODE or TSPC the district will provide requested documents or materials to the extent allowed by state and federal law.

The name, address and other identifying information about the employee who made the report are confidential and are not accessible for public inspection.

An “investigation” means a detailed inquiry into the factual allegations of a report of suspected sexual conduct that is based on interviews with the person who initiated the report, the person who may have been subjected to sexual conduct, witnesses and the person who is the subject of the report, and results in a finding that the report is a substantiated report, cannot be substantiated, or is not a report of sexual conduct. If the subject of the report is a district employee represented by a contract or a collective bargaining agreement, the investigation must meet any negotiated standards of such employment contract or agreement.

Nothing prevents the district from conducting its own investigation, unless another agency requests to lead the investigation or requests the district to suspend their investigation, or taking an employment action based on information available to the district before an investigation conducted by another agency is completed. The district will cooperate with agencies assigned to conduct such investigations.

A “substantiated report” means a report of sexual conduct that TSPC or ODE determines is founded.

If, following the investigation, the district decides to take an employment action, the district will inform the district employee of the employment action to be taken and provide information about the appropriate appeal process. The employee may appeal the employment action taken through the appeal process provided by the applicable collective bargaining agreement, if applicable, or appeal through an appeal process administered by a neutral third party.

If the district is notified that the employee decided not to appeal the employment action or if the determination of an appeal sustained the employment action, the district shall create a record of the findings of the substantiated report and the employment action taken by the district will be placed in the records on the school employee maintained by the district. Such records created are confidential and not public records as defined in Oregon Revised Statute (ORS) 192.311, however the district may use the record as a basis for providing information required to be disclosed about a district employee under ORS 339.378(1). The district will notify the employee that information about substantiated reports may be disclosed to a potential employer.

Training

The district shall provide information and training each school year to district employees on the following:

1. Prevention and identification of sexual conduct;
2. Obligations of district employees under ORS 339.388 and 419B.005 - 419B.050 and under adopted board policies to report suspected sexual conduct; and
3. Appropriate electronic communications with students.

The district shall make available each school year the training described above to contractors, agents, volunteers and to parents and legal guardians of students attending district-operated schools, and will be made available separately from the training provided to district employees.

The district shall provide to contractors, agents and volunteers each school year information on the following:

1. Prevention and identification of sexual conduct;
2. Obligations of district employees under adopted board policies to report suspected sexual conduct; and
3. Appropriate electronic communications with students.

The district shall make available each school year training that is designed to prevent sexual conduct to students attending district-operated schools.

Corrected 8/03/22



Code: GBNAA/JHFF-AR(2)

Revised/Reviewed:

Suspected Sexual Conduct Report Form

Name of person making report: _____

Position of person making report: _____

Name of person suspected of sexual conduct: _____

Date and place of incident or incidents: _____

Description of suspected sexual conduct: _____

Name of witnesses (if any): _____

Evidence of suspected sexual conduct, e.g., letters, photos, etc. (attach evidence if possible): _____

Any other information: _____

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: _____ Date: _____

A witness disclosure form is attached.

Witness Disclosure Form

Name of witness: _____

Position of witness: _____

Date of testimony/interview: _____

Description of instance witnessed: _____

Any other information: _____

I agree that all the information on this form is accurate and true to the best of my knowledge.

Signature: _____ Date: _____



Code: JHH
Adopted: 2/24/21
Orig. Code: JHH

Student Suicide Prevention**

The district shall develop a comprehensive student suicide prevention plan for students in kindergarten through grade 12.

The district may consult with state or national suicide prevention organizations, the Oregon Department of Education (ODE), school-based mental health professionals, parents, guardians, employees, students, administrators and school boards associations when developing the required plan.

The plan shall include, at a minimum:

1. Procedures relating to suicide prevention, intervention and activities that reduce risk and promote healing after a suicide;
2. Identification of the school officials responsible for responding to reports of suicidal risk;
3. A procedure by which a person may request the district to review the actions of a school in responding to suicidal risk;
4. Methods to address the needs of high-risk groups, including:
 - a. Youth bereaved by suicide;
 - b. Youth with disabilities, mental illness or substance abuse disorders;
 - c. Youth experiencing homelessness or out of home settings, such as foster care; and
 - d. Lesbian, gay, bisexual, transgender, queer and other minority gender identity and sexual orientation, Native American, Black, Latinx, and Asian students.
5. A description of, and materials for, any training to be provided to employees as part of the plan, which must include:
 - a. When and how to refer youth and their families to appropriate mental health services; and
 - b. Programs that can be completed through self-review of suitable suicide prevention materials.
6. Supports that are culturally and linguistically responsive;

7. Procedures for reentry into a school environment following a hospitalization or behavioral health crisis¹; and
8. A process for designating staff to be trained in an evidence-based suicide prevention program.²

The plan must be written to ensure that a district employee acts only within the authorization and scope of the employee’s credentials or licenses.

The plan must be available annually to the community of the district, including district students, their parents and guardians, and employees and volunteers of the district, and readily available at the district office and on the district website.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

[ORS 339.343](#)

[OAR 581-022-2510](#)

Corrected 7/11/22

¹ “Behavioral health crisis” as defined by Oregon Administrative Rule (OAR) 581-022-2510, means a disruption in an individual’s mental or emotional stability or functioning resulting in an urgent need for immediate treatment to prevent a serious deterioration in the individual’s mental or physical health.

² ODE will provide a list of available programs.



Code: JHHB

Adopted:

Trauma Informed Schools

A trauma informed approach to education is intended to improve attendance, graduation rates and reduce incidents of behaviors that can inhibit learning.

The district recognizes that the developmental impact of childhood and historical trauma increases student risk for, but not limited to, academic failure, severe attendance problems, severe school behavior concerns and possible chronic health concerns; which negatively impacts student engagement and learning.

The district is committed to providing trauma informed schools and culturally responsive programs where all students feel included, welcomed, valued and supported; and where addressing trauma's impact on learning schoolwide is integral to the district's educational mission.

The district will strive to create physically and emotionally safe, and culturally responsive environments for all staff, students and families through effective professional development in school procedures and school practices and instruction in the following areas: 1) understanding the widespread impact of trauma and the role of schools in promoting resiliency; 2) recognizing the signs and symptoms of trauma in students, families and staff; and 3) integrating knowledge about trauma and social emotional learning ~~in~~ explicitly for our students.

The superintendent or designee is directed to implement a trauma informed approach to education through the application of culturally responsive trauma informed practices in the district's schools and programs.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

Corrected 8/03/22



Code: JN
Adopted: 4/13/11
Revised/Readopted: 10/11/17
Orig. Code: JN

Student Fees, Fines and Charges**

The Board recognizes the need for student fees to fund certain school activities which are not sufficiently funded by the district.

No student will be denied an education because of their/his/her inability to pay supplementary fees.

No student, however, is exempt from charges for lost or damaged books, locks, materials, supplies and equipment.

All student fees and charges, both optional and required, will be listed and described annually in the student/parent handbook, or in some other written form, and distributed to each student. Students will be advised of the due dates for such fees and charges as well as of possible penalties for failure to pay them.

In accordance with the law and with board policy, restrictions and/or penalties may be imposed until such fees, fines or charges are paid.

The district may waive all or a portion of the debt if one of the following conditions are met:

1. The district determines that the student or the parent or guardian of the student is unable to pay the debt;
2. The payment of the debt could impact the health or safety of the student;
3. The cost to notify the student and his/her parents would cost more than the potential total debt collected relating to the notice; or
4. There are mitigating circumstances as determined by the superintendent of the district that preclude the collection of the debt.

Education records shall not be withheld for student fees, fines and charges if requested in circumstances described in Oregon Revised Statute (ORS) 326.575 and applicable rules of the State Board of Education or such records are requested for use in the appropriate placement of a student.

Prior to collection of debts, the superintendent will ensure that notice has been provided as required by ORS 339.270.

END OF POLICY

Legal Reference(s):

[ORS 326.565](#)
[ORS 326.575](#)

[ORS 339.115](#)
[ORS 339.155](#)

[ORS 339.270](#)

Corrected 7/11/22



Code: JO/IGBAB
Adopted: 12/08/10
Revised/Readopted: 3/13/13; 10/11/17
Orig. Code: JO/IGBAB

Education Records/Records of Students with Disabilities**

“Education records” are those records maintained by the district that are directly related to a student.

The primary reason for the keeping and maintaining of education records for students is to help the individual student in his/her educational development by providing pertinent information for the student, his/her teachers and his/her parents. These records also serve as an important source of information to assist students in seeking productive employment and/or post-high school education.

The district shall maintain confidential education records of students in a manner that conforms with state and federal laws and regulations.

Information recorded on official education records should be carefully selected, accurate, verifiable and should have a direct and significant bearing upon the student’s educational development.

The district annually notifies parents or adult students that it forwards educational records requested by an educational agency or institution in which the student seeks to enroll or receive services, including special education evaluation services.

~~The district may impose certain restrictions and/or penalties until fees, fines or damages are paid. Records requested by another district to determine a student’s appropriate placement may not be withheld. Students or parents will receive written notice at least 10 days in advance of withholding stating the district’s intent to withhold records until the debt is paid. The notice will include the reason the student owes money to the district, an itemization of the fees, fines or damages owed and the right of parents to request a hearing. The notice will also state that the district may pursue the matter through a private collection agency or other method available to the district. The district may waive fees, fines and charges if the student or parents cannot pay, the payment of the debt could impact the health and safety of the student or if the cost of collection would be more than the total collected or there are mitigating circumstances, as determined by the superintendent.~~

The district shall comply with a request from parents or an adult student to inspect and review records without unnecessary delay. The district provides to parents of a student with a disability or to an adult student with a disability the opportunity at any reasonable time to examine all of the records of the district pertaining to the student’s identification, evaluation, educational placement and free appropriate public education. The district provides parents or an adult student, on request, a list of the types and locations of education records collected, maintained and used by the district.

The district annually notifies parents of all students, including adult students, currently in attendance that they have to right to:

1. Inspect and review the student’s records;
2. Request the amendment of the student’s educational records to ensure that they are not inaccurate, misleading or otherwise in violation of the student’s privacy or other rights;
3. Consent to disclosures of personally identifiable information contained in the student’s education records, except to the extent that the student educational record rules authorize disclosure without consent- (See Boardboard policy JOB – Personally Identifiable Information);
4. File with the U.S. Department of Education a complaint concerning alleged failures by the district to comply with the requirements of the Family Educational Rights and Privacy Act; and
5. Obtain a copy of the district’s education records policy.

~~The~~Regarding records to be released to district officials within the agency, the district’s notice includes criteria for determining legitimate educational interest and the criteria for determining which school officials within the agency have legitimate educational interests. School officials may also include a volunteer or contractor who performs an institutional service on behalf of the school.

The district annually notifies parents and adult students of what it considers to be directory information and the disclosure of such. (See Boardboard policy JOA – Directory Information).

The district shall give full rights to education records to either parent, unless the district has been provided legal evidence that specifically revokes these rights. Once the student reaches age 18, those rights transfer to the student.

A copy of this policy and administrative regulation shall be made available upon request to parents and students 18 years of age or older or an emancipated student and the general public.

Records requested by another district to determine a student’s appropriate placement may not be withheld.

END OF POLICY

Legal Reference(s):

[ORS 30.864](#)
[ORS 107.154](#)
[ORS 326.565](#)
[ORS 326.575](#)

[ORS 326.580](#)
[ORS 339.270](#)
[ORS 343.177\(3\)](#)

[OAR 166-400-0010 to -166-400-0065](#)
[OAR 581-021-0220 to -0430](#)
[OAR 581-022-2260](#)
[OAR 581-022-2270](#)

Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §§ 1400-1419 (2012).
 Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2012); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2017).
 Assistance to States for the Education of Children with Disabilities, 34 C.F.R. § 300.501 (2017).

Corrected 7/11/22



Code: JO/IGBAB-AR
Revised/Reviewed: 1/04/07; 12/08/10; 3/13/13;
5/14/14
Orig. Code: JO-AR

Education Records/Records of Students with Disabilities Management

Student Education Record

Student education records are those records that are directly related to a student and maintained by the district, or by a party acting for the district; however, ~~however~~, this does not include the following:

1. Records of instructional, supervisory and administrative personnel and educational personnel ancillary to those persons that are kept in the sole possession of the maker of the record, used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record;
2. Records of the law enforcement unit of the district subject to the provisions of Oregon Administrative Rule (OAR) 581-021-0225;
3. Records relating to an individual who is employed by the district that are made and maintained in the normal course of business, which ~~that~~ relate exclusively to the individual in that individual's capacity as an employee and that are not available for use for any other purpose. Records relating to an individual in attendance at the district who is employed as a result of his/~~her~~their status as a student, are education records and are not excepted under this section;
4. Records on a student who is 18 years of age or older, or is attending an institution of postsecondary ~~post-secondary~~ education, that are:
 - a. Made or maintained by a physician, psychiatrist, psychologist or other recognized professional or paraprofessional acting in his/~~her~~their professional capacity or assisting in a paraprofessional capacity;
 - b. Made, maintained or used only in connection with treatment of the student; and
 - c. Disclosed only to individuals providing the treatment. For purposes of this definition, "treatment" does not include remedial educational activities or activities that are part of the program of instruction at the district.
5. Records that only contain information relating to activities in which an individual engaged after he/~~she is~~they are no longer a student at the district;
6. Medical or nursing records which are made or maintained separately and solely by a licensed health-care professional who is not employed by the district, and which are not used for education purposes or planning.

The district shall keep and maintain a permanent record on each student which includes the:

1. Name and address of educational agency or institution;
2. Full legal name of the student;
3. Student birth date and place of birth;
4. ~~Names~~Name of parents;
5. Date of entry in school;
6. Name of school previously attended;
7. Courses of study and marks received;
8. Data documenting a student's progress toward achievement of state standards and must include a student's Oregon State Assessment results;
9. Credits earned;
10. Attendance;
11. Date of withdrawal from school; and
12. Such additional information as the district may prescribe.

The district may also request the social security number of the student and will include the social security number on the permanent record only if the eligible student or parent complies with the request. The request shall include notification to the eligible student or the student's parent(s) that the provision of the social security number is voluntary and notification of the purpose for which the social security number will be used.

The district shall retain permanent records in a minimum one-hour fire-safe place in the district, or keep a duplicate copy of the permanent records in a safe depository in another district location.

Confidentiality of Student Records

1. The district shall keep confidential any record maintained on a student in accordance with OAR 581-021-0220 through 581-021-0430.
2. Each district shall protect the confidentiality of personally identifiable information at collection, storage, disclosure and destruction stages.
3. Each district shall identify one official to assume responsibility for ensuring the confidentiality of any personally identifiable information.
4. All persons collecting or using personally identifiable information shall receive training or instruction on state policies and procedures.

Rights of Parents and Eligible Students

The district shall annually notify parents and eligible students through the district student/parent handbook or any other means that ~~are~~^{would} reasonably likely to inform the parents or eligible students of their rights. This notification shall state that the parent(s) or an eligible student has a right to:

1. Inspect and review the ~~student's~~^{students} education records;
2. Request the amendment of the ~~student's~~^{students} education records to ensure that they are not inaccurate, misleading or otherwise in violation of the ~~student's~~^{student} privacy or other rights;
3. Consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that the applicable state or federal law authorizes disclosure without consent;
4. Pursuant to OAR 581-021-0410, file with the Family Policy Compliance Office, United States Department of Education a complaint under 34 C.F.R. § ~~CFR~~[§]99.64 concerning alleged failures by the district to comply with the requirements of federal law; and
5. Obtain a copy of the district policy with ~~regard~~^{regards} to student education records.

The notification shall also inform parents or eligible students that the district forwards education records requested under OAR 581-021-~~0255.0250 (1)(m)~~ within 10 days of receiving the request. The notification shall also indicate where copies of the district policy are located and how copies may be obtained.

If the eligible student or the student's parent(s) has a primary or home language other than English, or has a disability, the district shall provide effective notice.

These rights shall be given to either parent unless the district has been provided with specific written evidence ~~that~~ there is a court order, state statute or legally binding document relating to such matters as divorce, separation or custody that specifically revokes these rights.

When a student becomes an eligible student, which is defined as a student who has reached 18 years of age or is attending only an institution of ~~postsecondary~~^{post-secondary} education and is not enrolled in a secondary school, the rights accorded to, and the consent required of, the parents transfer from the parents to the student. Nothing prevents the district from giving students rights in addition to those given to parents.

Parent's or Eligible Student's Right to Inspect and Review

The district shall permit an eligible student or student's parent(s) or a representative of a parent or eligible student, if authorized in writing by the eligible student or student's parent(s), to inspect and review the education records of the student, unless the education records of a student contain information on more than one student. In that case the eligible student or student's parent(s) may inspect, review or be informed of only the specific information about the student.

~~The parent(s) or eligible student shall comply with the following procedure to inspect and review a student's education record:~~

- ~~1. Provide a written, dated request to inspect a student's education record;~~
- ~~2. State the specific reason for requesting the inspection. The written request will be permanently added to the student's education record.~~

The district shall comply with a request for access to ~~records~~a student's education record:

1. Within a reasonable period of time and without unnecessary delay;
2. For children with disabilities before any meeting regarding an individualized education program (IEP),⁵ or any due process hearing, or any resolution session related to a due process hearing;
3. In no case more than 45 days after it has received the request.

The district shall respond to reasonable requests for explanations and interpretations of the student's education record.

The parent(s) or an eligible student shall comply with the following procedure to inspect and review a student's education record:

1. Provide a written, dated request to inspect a student's education record; and
2. State the specific reason for requesting the inspection.

The written request will be permanently added to the student's education record.

The district shall not destroy any education record if there is an outstanding request to inspect and review the education record.

While the district is not required to give an eligible student or student's parent(s) access to treatment records under the definition of "education records" in OAR 581-021-0220 (6)(b)(D), the eligible student or student's parent(s) may, at his/her~~their~~ expense, have those records reviewed by a physician or other appropriate professional of his/her~~their~~ choice.

If an eligible student or student's parent(s) so requests, the district shall give the eligible student or student's parent(s) a copy of the student's education record. The district may recover a fee for providing a copy of the record, but only for the actual costs of reproducing the record unless the imposition of a fee effectively prevents a parent or eligible student from exercising the right to inspect and review the student's educational records. The district may not charge a fee to search for or to retrieve the education records of a student.

The district shall not provide the eligible student or student's parent(s) with a copy of test protocols, test questions and answers and other documents described in Oregon Revised Statutes (ORS) 192.345~~501~~(4) unless authorized by federal law.

The district may deny a request for a copy or copies of the education record when the district believes that a legitimate cause exists for such a denial, including but not limited to, a request to copy the education

record that would require the education record to be copied off district property or copied by an individual other than district personnel.

Any such fees will be established by the superintendent to reasonably reimburse the district for actual costs of making copies of the education records.

The district will maintain a list of the types and locations of education records maintained by the district and the titles and addresses of officials responsible for the records.

All ~~s~~ Student education records will be maintained at the school building at which the student is in attendance except for special education records which may be located at another designated location within the district. The ~~administrator~~/principal or ~~his/her~~-designee shall be the person responsible for maintaining and releasing the education records.

Release of Personally Identifiable Information

Personally identifiable information shall not be released without prior written consent of the eligible student or student's parent(s) except in the following cases:

1. The disclosure is to other school officials, including teachers, within the district who have a legitimate educational interest.

As used in this section, "legitimate educational interest" means a district official employed by the district as an administrator, supervisor, instructor or staff support member; a person serving on a school board who ~~needs~~ need to review an educational record in order to fulfill his or her professional responsibilities, as delineated by their job description, contract or conditions of employment. Contractors, consultants, volunteers or other parties to whom an agency or institution has outsourced institutional services or functions may be considered a school official provided that party performs an institutional service or function for which the district would otherwise use employees, is under the direct control of the district with respect to the use and maintenance of education records, and is subject to district policies concerning the redisclosure of personally identifiable information.

The district shall maintain, for public inspection, a listing of the names and positions of individuals within the district who have access to personally identifiable information with respect to students with disabilities.

2. The disclosure is to officials of another school within the district;
3. The disclosure is to authorized representatives of the U.S. Comptroller General, U.S. Attorney General, U.S. Secretary of Education or state and local education authorities or the Oregon Secretary of State Audits Division in connection with an audit or evaluation of federal or state-supported education programs, or the enforcement of or compliance with federal or state-supported education programs, or the enforcement of or compliance with federal or state regulations.

The disclosure is in connection with financial aid for which the student has applied or which the student has received, if the information is necessary for such purposes as to:

- a. Determine eligibility for the aid;

- b. Determine the amount of the aid;
- c. Determine the conditions for the aid; or
- d. Enforce the terms and condition of the aid.

As used in this section “financial aid” means any payment of funds provided to an individual that is conditioned on the individual’s attendance at an educational agency or institution.

- 4. The disclosure is to organizations conducting studies for, or on behalf of, the district to:
 - a. Develop, validate or administer predictive tests;
 - b. Administer student aid programs; or
 - c. Improve instruction.
- 5. The district may disclose information under this section only if disclosure is to an official listed in paragraph (c) above and who enters into a written agreement with the district that:
 - a. Specifies the purpose, scope and duration of the study and the information to be disclosed;
 - b. Limits the organization to using the personally identifiable information only for the purpose of the study;
 - c. The study is conducted in a manner that does not permit personal identification of parents or students by individuals other than representatives of the organization; and
 - d. The information is destroyed when no longer needed for the purposes for which the study was conducted.

For purposes of this section, the term “organization” includes, but is not limited to, federal, state and local agencies, and independent organizations.

- 6. The district may disclose information under this section only if the disclosure is to an official listed in paragraph (c) above who is conducting an audit related to the enforcement of or compliance with federal or state legal requirements and who enters into a written agreement with the district that:
 - a. Designates the individual or entity as an authorized representative;
 - b. Specifies the personally identifiable information being disclosed;
 - c. Specifies the personally identifiable information being disclosed in the furtherance of an audit, evaluation or enforcement or compliance activity of the federal or state-supported education programs;
 - d. Describes the activity with sufficient specificity to make clear it falls within the audit or evaluation exception; this must include a description of how the personally identifiable information will be used;
 - e. Requires information to be destroyed when no longer needed for the purpose for which the study was conducted;
 - f. Identifies the time period in which the personally identifiable information must be destroyed; and
 - g. Establishes policies and procedures which are consistent with Family Education Rights and Privacy Act (FERPA) and other federal and state confidentiality and privacy provisions to insure the protection of the personally identifiable information from further disclosure and unauthorized use.

- 7. The disclosure is to accrediting organizations to carry out their accrediting functions;

8. The disclosure is to comply with a judicial order or lawfully issued subpoena. The district may disclose information under this section only if the district makes a reasonable effort to notify the eligible student or student's parent(s) of the order or subpoena in advance of compliance, unless an order or subpoena of a federal court or agency prohibits notification to the parent(s) or student;
9. The disclosure is to comply with a judicial order or lawfully issued subpoena when the parent is a party to a court proceeding involving child abuse and neglect or dependency matters;
10. The disclosure is to the parent(s) of a dependent student, as defined in Section 152 of the Internal Revenue Code of 1986;
11. The disclosure is in connection with a health or safety emergency. The district shall disclose personally identifiable information from an education record to law enforcement, child protective services and health care professionals, and other appropriate parties in connection with a health and safety emergency if knowledge of the information is necessary to protect the health and safety of the student or other individuals. If the district determines that there is an articulable and significant threat, the district will document the information available at that time of determination and the rationale basis for the determination for the disclosure of the information from the educational records.

In making a determination whether a disclosure may be made under the health or safety emergency, the district may take into account the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. As used in this section a "health or safety emergency" includes, but is not limited to, law enforcement efforts to locate a child who may be a victim of kidnap, abduction or custodial interference and law enforcement or child protective services efforts to respond to a report of child abuse or neglect pursuant to applicable state law, or other such reasons that the district may in good faith determine a health or safety emergency;

12. The disclosure is information the district has designated as "directory information" (See Board policy JOA – Directory Information);
13. The disclosure is to the parent(s) of a student who is not an eligible student or to an eligible student;
14. The disclosure is to officials of another school, school system, institution of ~~postsecondary~~ ~~postsecondary~~ education, an education service district (ESD), state regional program or other educational agency that has requested the records and in which the student seeks or intends to enroll or is enrolled or in which the student receives services. The term "receives services" includes, but is not limited to, an evaluation or ~~reevaluation~~ ~~re-evaluation~~ for purposes of determining whether a student has a disability;
15. The disclosure is to the Board during an executive session pursuant to ORS 332.061;
16. The district will use reasonable methods to identify and authenticate the identity of the parents, students, school officials, and any other parties to whom the district discloses personally identifiable information from educational records;
17. The disclosure is to a caseworker or other representative, who has the right to access the student's case plan, of a state or local child welfare agency or tribal organization that are legally responsible

for the care and protection of the student, provided the personally identifiable information will not be disclosed unless allowed by law.

The district will use reasonable methods to identify and authenticate the identity of the parents, students, school officials, and any other parties to whom the district discloses personally identifiable information from educational records.

Recordkeeping Requirements

The district shall maintain a record of each request for access to and each disclosure of personally identifiable information from the education records of each student. Exceptions to the record-keeping requirements shall include the parent, eligible student, school official or his/her their assistant responsible for custody of the records and parties authorized by state and federal law for auditing purposes. The district shall maintain the record with the education records of the student as long as the records are maintained. For each request or disclosure the record must include:

1. The party or parties who have requested or received personally identifiable information from the education records; and
2. The legitimate interests the parties had in requesting or obtaining the information.

The following parties may inspect the record of request for access and disclosure to a student's personally identifiable information:

1. The parent(s) or an eligible student;
2. The school official or his/her assistants who are responsible for the custody of the records;
3. Those parties authorized by state or federal law for purposes of auditing the record-keeping procedures of the district.

Request for Amendment of Student's Education Record

If an eligible student or student's students parent(s) believes the education records relating to the student contain information that is inaccurate, misleading or in violation of the student's students' rights of privacy or other rights, he/she they may ask the building level principal where the record is maintained to amend the record.

The principal shall decide, after consulting with the necessary staff, whether to amend the record as requested within a reasonable time after the request to amend has been made.

The request to amend the student's students education record shall become a permanent part of the student's education record.

If the principal decides not to amend the record as requested, the eligible student or the student's parent(s) shall be informed of the decision and of his/her their right to appeal the decision by requesting a hearing.

Hearing Rights of Parents or Eligible Students

If the building level principal decides not to amend the education record of a student as requested by the eligible student or the student's parent(s), the eligible student or student's parent(s) may request a formal hearing for the purpose of challenging information in the education record as inaccurate, misleading or in violation of the privacy or other rights of the student. The district shall appoint a hearings officer to conduct the formal hearing requested by the eligible student or student's parent. The hearing may be conducted by any individual, including an official of the district, who does not have a direct interest in the outcome of the hearing. The hearings officer will establish a date, time and location for the hearing, and give the student's parent or eligible student notice of date, time and location reasonably in advance of the hearing. The hearing will be held within 10 working days of receiving the written or verbal request for the hearing.

The hearings officer will convene and preside over a hearing panel consisting of:

1. The principal or his/her designee;
2. A member chosen by the eligible student or student's parent(s); and
3. A disinterested, qualified third party appointed by the superintendent.

The parent or eligible student may, at his/her/their own expense, be assisted or represented by one or more individuals of his/her/their own choice, including an attorney.

The hearing/hearings shall be private. Persons other than the student, parent, witnesses and counsel shall not be admitted. The hearings officer shall preside over the panel. The panel will hear evidence from the school staff and the eligible student or student's parent(s) to determine the point(s) of disagreement concerning the records. Confidential conversations between a licensed employee or district counselor and a student shall not be part of the records hearing procedure. The eligible student or student's parent(s) has the right to insert written comments or explanations into the record regarding the disputed material. Such inserts shall remain in the education record as long as the education record or a contested portion is maintained and exists. The panel shall make a determination after hearing the evidence and make its recommendation in writing within 10 working days following the close of the hearing. The panel will make a determination based solely on the evidence presented at the hearing and will include a summary of the evidence and the reason for the decision. The findings of the panel shall be rendered in writing not more than 10 working days following the close of the hearing and submitted to all parties.

If, as a result of the hearing, the panel decides that the information in the education record is not inaccurate, misleading or otherwise in violation of the privacy or other rights of the student, it shall inform the eligible student or the student's parent(s) of the right to place a statement in the record commenting on the contested information in the record or stating why he/she/they disagrees with the decision of the panel. If a statement is placed in an education record, the district will ensure that the statement:

1. Is maintained as part of the student's records as long as the record or a contested portion is maintained by the district; and
2. Is disclosed by the district to any party to whom the student's records or the contested portion are disclosed.

If, as a result of the hearing, the panel decides that the information is inaccurate, misleading or otherwise in violation of the privacy or other rights of the student, it shall:

1. Amend the record accordingly; and
2. Inform the eligible student or the student's parent(s) of the amendment in writing.

Duties and Responsibilities When Requesting Education Records

The district shall, within 10 days of a student seeking initial enrollment in or services from the district, notify the public or private school, ESD, institution, agency or detention facility or youth care center in which the student was formerly enrolled, and shall request the student's education records.

Duties and Responsibilities When Transferring Education Records

The district shall transfer originals of all requested student education records, including any ESD records, relating to the particular student to the new educational agency when a request to transfer the education records is made to the district. The transfer shall be made no later than 10 days after receipt of the request. For students in substitute care programs, the transfer must take place within 5 days of the request. Readable copies of the following documents shall be retained:

1. The student's permanent records, for one year;
2. Such special education records as are necessary to document compliance with state and federal audits, for five years after the end of the school year in which the original was created. In the case of records documenting speech pathology and physical therapy services, until the student reaches age 21 or five years after last seen, whichever is longer.

Note: Education records shall not be withheld for student fees, fines and charges if requested in circumstances described in ORS 326.575 and applicable rules of the State Board of Education or such records are requested for use in the appropriate placement of a student.

Disclosure Statement

Required for use in collecting personally identifiable information related to social security numbers.

On any form that requests the social security number (SSN), the following statement shall appear just above the space for the SSN:

“Providing your social security number (SSN) is voluntary. If you provide it, the district will use your SSN for record-keeping, research, and reporting purposes only. The district will not use your SSN to make any decision directly affecting you or any other person. Your SSN will not be given to the general public. If you choose not to provide your SSN, you will not be denied any rights as a student. Please read the statement on the back of this form that describes how your SSN will be used. Providing your SSN means that you consent to the use of your SSN in the manner described.”

On the back of the same form, or attached to it, the following statement shall appear:

“OAR 581-021-0250 (1)(j) authorizes districts to ask you to provide your social security number (SSN). The SSN will be used by the district for reporting, research and record keeping. Your SSN will also be provided to the Oregon Department of Education. The Oregon Department of Education gathers information about students and programs to meet state and federal statistical reporting requirements. It also helps districts and the state research, plan and develop educational programs. This information supports the evaluation of educational programs and student success in the workplace.”

The district and Oregon Department of Education may also match your SSN with records from other agencies as follows:

The Oregon Department of Education uses information gathered from the Oregon Employment Division to learn about education, training and job market trends. The information is also used for planning, research and program improvement.

State and private universities, colleges, community colleges and vocational schools use the information to find out how many students go on with their education and their level of success.

Other state agencies use the information to help state and local agencies plan educational and training services to help Oregon citizens get the best jobs available.

Your SSN will be used only for statistical purposes as listed above. State and federal law protects the privacy of your records.

Corrected 7/11/22



Code: JOA
Adopted: 6/11/09
Revised/Readopted: 6/09/10; 3/13/13; 10/11/17;
6/13/18
Orig. Code: JOA

Directory Information**

“Directory information” means those items of personally identifiable information contained in a student education record which is not generally considered harmful or an invasion of privacy if released. The following categories are designated as directory information. The following directory information may be released to the public through appropriate procedures:

1. Student’s name;
2. Student’s photograph;
3. Participation in officially recognized sports and activities;
4. Weight and height of athletic team members;
5. Awards received.

Public Notice

The district will give notice to parents of students in attendance and students 18 years of age or emancipated at registration and annually when registration records are updated. The notice shall identify the types of information considered to be directory information, and the district’s option to policies on release of such information and the requirement that the district must, by law upon request, release secondary students’ names, addresses and telephone numbers to military recruiters and/or institutions of higher education, unless parents or guardians or eligible students request the district withhold this information. Such notice will be given prior to release of directory information.

Exclusions

Exclusions from any or all directory categories named as directory information or release of information to military recruiters and/or institutions of higher education must be submitted in writing to the principal by the parent, student 18 years of age or emancipated student within 15 days of annual public notice. A parent or student 18 years of age or an emancipated student, may not opt out of directory information to prevent the district from disclosing or requiring a student to disclose their names, his or her name, identifier, institutional email address in a class in which the student is enrolled or to prevent the district from requiring a student to disclose a student ID card or badge that exhibits information that has been properly designated directory information by the district in this policy.

Directory information shall be released only with administrative direction.

Directory information considered by the district to be detrimental will not be released.

Information will not ~~should only~~ be given over the telephone ~~except~~ in health and safety emergencies. Staff will document release of directory information in the student file or with notice to school administrator.

At no point will a student's Social Security Number or student identification number be considered directory information. The district shall not, in accordance with state law, disclose personal information for the purpose of enforcement of federal immigration laws.

END OF POLICY

Legal Reference(s):

[ORS 30.864](#)
[ORS 107.154](#)
[ORS 180.805](#)

[ORS 326.565](#)
[ORS 326.575](#)
[ORS 336.187](#)

[OAR 581-021-0220 - 021-0430](#)
[OAR 581-022-2060](#)

Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §§ 1400-1419 (2012).
Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2012); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2017).
Every Student Succeeds Act, 20 U.S.C. § 7908 (2012).

Corrected 7/11/22



Code: JOB
Adopted: 1/04/07
Revised/Readopted: 6/09/10; 3/13/13; 8/14/13
Orig. Code: JOB

Personally Identifiable Information**

Personally identifiable information includes, but is not limited to:

1. Student's name, if excluded from directory information, as requested by the student/parent in writing;
2. Name of the student's parent(s) or other family member;
3. Address of the student or student's family, if excluded from directory information, as requested by the student/parent in writing;
4. Personal identifier such as the student's social security number or student ID number or biometric record;
5. A list of personal characteristics that would make the student's identity easily traceable such as student's date of birth, place of birth and mother's maiden name;
6. Other information alone or in combination that would make the student's identity easily traceable;
7. Other information requested by a person who the district reasonably believes knows the identity of the student to whom the educational record relates.

Prior Consent to Release

Personally identifiable information will not be released without prior signed and dated consent of the parent or the student 18 years of age or older or an emancipated student.

Notice of and/or request for release of personally identifiable information shall specify the records to be disclosed, the purpose of disclosure and the identification of person(s) to whom the disclosure is to be made. Upon request of the parent or eligible student, the district will provide a copy of the disclosed record.

Exceptions to Prior Consent

The district may disclose personally identifiable information without prior consent under the following conditions:

1. To personnel within the district who have legitimate educational interests;
2. To personnel of an education service district or state regional program where the student is enrolled or is receiving services;
3. To personnel of another school, another district, state regional program or institution of postsecondary/post-secondary education where the student seeks or intends to enroll;

4. To authorized representatives of the U.S. Comptroller General, U.S. Attorney General, U.S. Secretary of Education or state and local education authorities or the Oregon Secretary of State Audits Division in connection with an audit or evaluation of federal or state-supported education programs or the enforcement of, or compliance with federal or state-supported education programs or the enforcement of or compliance with federal or state regulations;
5. To personnel determining a financial aid request for the student;
6. To personnel conducting studies for or on behalf of the district;
7. To personnel in accrediting organizations fulfilling accrediting functions;
8. To comply with a judicial order or lawfully issued subpoena;
9. For health or safety emergency;
10. By request of a parent of a student who is not 18 years of age;
11. By request of a student who is 18 years of age or older or emancipated;
12. Because information has been identified as “directory information”;
13. To the courts when legal action is initiated;
14. To a court and state and local juvenile justice agencies;
15. A judicial order or lawfully issued subpoena when the parent is a party to a court proceeding involving child abuse and neglect or ~~dependent~~dependency matters;
16. To a caseworker or other representative of a state or local child welfare agency or tribal organization that are legally responsible for the care and protection of the student including educational stability of children in foster care.

END OF POLICY

Legal Reference(s):

[ORS 30.864](#)
[ORS 107.154](#)
[ORS 326.565](#)

[ORS 326.575](#)
[ORS 336.187](#)

[OAR 581-015-2000](#)
[OAR 581-021-0220 to -0430](#)
[OAR 581-022-2260](#)

Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §§ 1400-1419 (2012).
 Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2012).
 Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2017).
 Uninterrupted Scholars Act (USA), 2013 (P.L. 112-278, Jan. 14, 2013), 20 U.S.C. § 1221 (2012).

Corrected 7/11/22



Code: JHCD/JHCDA
Adopted: 6/13/18
Orig. Code: JHCD/JHCDA

Medications**

*(**added language 8/17/22)*

The district recognizes that administering a medication to a student and/or permitting a student to administer a medication to themselves, may be necessary when the failure to take such medication during school hours would prevent the student from attending school, and recognizes a need to ensure the health and well-being of a student who requires regular doses or injections of a medication as a result of experiencing a life-threatening allergic reaction or adrenal crisis¹, or a need to manage hypoglycemia, asthma or diabetes. Accordingly, the district may administer or a student may be permitted to administer to themselves prescription (injectable and noninjectable) and/or nonprescription (noninjectable) medication at school.

The district shall designate personnel authorized to administer medications to students. **Annual training** shall be provided to designated personnel as required by law in accordance with guidelines approved by the Oregon Department of Education (ODE).

A current first-aid and CPR card is required for designated personnel.

When a licensed health care professional is not immediately available, **trained** personnel designated by the district may administer ~~to a student~~, epinephrine, glucagon or another medication to a student as prescribed and/or allowed by Oregon law.

The district reserves the right to reject a request for **administration of medication at school, either by district personnel to administer, or to permit a student self-administration, if the to administer to themselves, a medication when such** medication is not necessary for the student to remain in school.

The superintendent and/or designee will require that an individualized health care plan and allergy plan is developed for every student with a known life-threatening allergy **or a need to manage asthma**, and an individualized health care plan for every student for whom the district has been given proper notice of a diagnosis of adrenal insufficiency. Such a plan will include provisions for administering medication and/or responding to emergency situations while the student is in school, at a school-sponsored activity, under the supervision of school personnel, in a before-school or after-school care program on school-owned property and in transit to or from school or a school-sponsored activity.

A student may be allowed to self-administer a medication for asthma, diabetes, hypoglycemia or severe allergies as prescribed by an Oregon licensed health care professional, upon written and signed request of the parent or guardian and subject to age-appropriate guidelines. This self-administration provision also requires a written and signed confirmation the student has been instructed by the Oregon licensed health care professional on the proper use of and responsibilities for the prescribed medication. **A request to the**

¹ Under proper notice given to the district by a student or student's parent or guardian.

district to administer or allow a student to self-administer prescription medication shall include a signed prescription and treatment plan from a prescriber².

A request to the district to administer or allow a student to self-administer ~~prescription medication or a nonprescription medication~~ that is not approved by the Food and Drug Administration (FDA) shall include a ~~written order signed prescription and treatment plan from the student's a prescriber~~ that meets the requirements of law³ ~~or an Oregon licensed health care professional~~.

A written request and permission form signed by a student's parent or guardian, unless the student is allowed to access medical care without parental consent under state law⁴, is required and will be kept on file.

If the student is deemed to have violated Board policy or medical protocol by the district, the district may revoke the permission given to a student to self-administer medication.

Prescription and nonprescription medication will be handled, stored, monitored, disposed of and records maintained in accordance with established district administrative regulations governing the administration of prescription or nonprescription medications to students, including procedures for the disposal of sharps and glass.

A process shall be established by which, upon parent or guardian written request, a ~~backup~~ ~~back-up~~ prescribed autoinjectable epinephrine is kept at a reasonably, secure location in the student's classroom as provided by state law.

A premeasured dose of epinephrine may be administered by ~~trained,~~ designated personnel to any student or other individual on school premises who ~~the person a staff member~~ believes, in good faith, is experiencing a severe allergic reaction, regardless of whether the student or individual has a prescription for epinephrine.

~~**Naloxone or any similar medication that is in any form available for safe administration and that is designed to rapidly reverse an overdose of an opioid drug may be administered by trained, designated personnel to any student or other individual on school premises who the person believes in good faith is experiencing an overdose of an opioid drug.~~

This policy shall not prohibit, in any way, the administration of recognized first aid to a student by district employees in accordance with established state law, Board policy and administrative regulation.

² A registered nurse who is employed by a public or private school, ESD or local public health authority to provide nursing services at a public or private school may accept an order from a physician licensed to practice medicine or osteopathy in another state or territory of the U.S. if the order is related to the care or treatment of a student who has been enrolled at the school for not more than 90 days.

³ ~~A registered nurse who is employed by a public or private school, ESD or local public health authority to provide nursing services at a public or private school may accept an order from a physician licensed to practice medicine or osteopathy in another state or territory of the U.S. if the order is related to the care or treatment of a student who has been enrolled at the school for not more than 90 days.~~

⁴ Subject to ORS 109.610, 109.640 and 109.675.

A school administrator, teacher or other district employee designated by the school administrator is not liable in a criminal action or for civil damages as a result of the administration, in good faith and pursuant to state law, of prescription and/or nonprescription medication. ~~, subject to state law.~~

A school administrator, school nurse, teacher or other district employee designated by the school administrator is not liable in a criminal action or for civil damages as a result of a student's self-administration of medication, as described in Oregon Revised Statute (ORS) 339.866, if ~~when~~ that person in good faith and pursuant to state law, assisted the student in self-administration of the medication; ~~subject to state law.~~

A school administrator, school nurse, teacher or other district employee designated by the school administration is not liable in a criminal action or for civil damages as a result of the use of medication if, ~~when~~ that person in good faith administers autoinjectable epinephrine to a student or other individual with a severe allergy who is unable to self-administer the medication, regardless of whether the student or individual has a prescription for epinephrine, ~~**or administers naloxone or any similar medication that is in any form available for safe administration and that is designed to rapidly reverse an overdose of an opioid drug to a student or other individual who that person believes in good faith is experiencing an overdose of an opioid drug, who is unable to self-administer the medication, subject to state law.~~

The district and the members of the Board are not liable in a criminal action or for civil damages as a result of the use of ~~when a student or individual is unable to self-administer~~ medication if, ~~when~~ any person in good faith, on school premises, including at a school, on school property under the jurisdiction of the district or at an activity under the jurisdiction of the district, administers autoinjectable epinephrine to a student or other individual with a severe allergy who is unable to self-administer the medication, regardless of whether the student or individual has a prescription for epinephrine, ~~**or administers naloxone or any similar medication that is in any form available for safe administration and that is designed to rapidly reverse an overdose of an opioid drug to a student or other individual who the person believes in good faith is experiencing an overdose of an opioid drug, subject to state law.~~

The superintendent shall develop administrative regulations as needed to meet the requirements of law; ~~Oregon Administrative Rules~~ and the implementation of this policy.

END OF POLICY

Legal Reference(s):

[ORS 109.610](#)
[ORS 109.640](#)
[ORS 109.675](#)
[ORS 332.107](#)
[ORS 339.866 - 339.871](#)

[ORS 433.800 - 433.830](#)
[ORS 475.005 - 475.285](#)
[OAR 166-400-0010\(17\)](#)
[OAR 166-400-0060\(29\)](#)

[OAR 333-055-0000 -055-0115](#)
[OAR 581-021-0037](#)
[OAR 581-022-2220](#)
[OAR 851-047-0030](#)
[OAR 851-047-0040](#)

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2019).

OREGON HEALTH AUTHORITY AND OREGON DEPARTMENT OF EDUCATION, *Medication Administration: A Manual for School Personnel*.

Corrected 8/08/22; Corrected **8/17/22



Code: JHCD/JHCDA-AR
Revised/Reviewed: 1/04/07; 6/09/10; 2/12/14;
4/08/15; 6/08/16; 6/13/18
Orig. Code: JHCD-AR

Medications**

(**added 8/17/22)

Students may, subject to the provisions of this administrative regulation, have prescription or nonprescription medication administered by designated personnel, or may be permitted to administer prescription or nonprescription medication to themselves.

1. Definitions

- a. “Medication” means any drug, chemical compound, suspension or preparation in suitable form for use as a curative or remedial substance taken internally or externally but not injected except for premeasured doses of epinephrine, medication to treat adrenal insufficiency and glucagon to treat severe hypoglycemia. Medication includes any prescription for bronchodilators or autoinjectable epinephrine prescribed by a student’s Oregon licensed health care professional for asthma or severe allergies. **Medication also includes naloxone or any similar medication that is in any form available for the safe administration and that is designed to rapidly reverse an overdose of an opioid drug.
- b. “Prescription medication” means any medication that under federal or state law requires a prescription by from a prescriber.
- c. “Nonprescription medication” means medication that under federal law does not require a prescription from a prescriber.
- d. “Adrenal crisis” means adrenal crisis as defined in Oregon Revised Statute (ORS) 433.800.
- e. “Adrenal insufficiency” means adrenal insufficiency as defined in ORS 433.800.
- f. “Notice of a diagnosis of adrenal insufficiency” means written notice to the district from a student or the parent or guardian of a student who has been diagnosed as adrenal insufficient with a copy of an order from the student’s primary care provider that includes the student’s diagnosis, description of symptoms indicating the student is in crisis, prescription for medication to treat adrenal insufficiency crisis and instructions for follow-up care after medication to treat adrenal insufficiency crisis has been administered.
- g. “Prescriber¹” means a doctor of medicine or osteopathy, a physician assistant licensed to practice by the Board of Medical Examiners for the stateState of Oregon, an Oregon-licensed, advance practice registered nurse with prescriptive authority, a dentist licensed by the Board of Dentistry for the stateState of Oregon, an optometrist licensed by the Board of Optometry for the stateState of Oregon, a naturopathic physician licensed by the Board of Naturopathy for the state of Oregon or a pharmacist licensed by the Board of Pharmacy for the state of Oregon.

¹ A registered nurse who is employed by a public or private school, ESD or local public health authority to provide nursing services at a public or private school may accept an order from a physician licensed to practice medicine or osteopathy in another state or territory of the U.S. if the order is related to the care or treatment of a student who has been enrolled at the school for not more than 90 days.

- h. “Qualified trainer” means a person who is familiar with the delivery of health services in a school setting and who is a registered nurse licensed by the Oregon State Board of Nursing, a doctor of medicine or osteopathy or a physician assistant licensed by the Board of Medical Examiners for the state of Oregon or a pharmacist licensed by the Board of Pharmacy for the state of Oregon.
- i. “Severe allergy” means a life-threatening hypersensitivity to a specific substance such as food, pollen, dust or insect sting.
- j. “Asthma” means a chronic inflammatory disorder of the airways that requires ongoing medical intervention.
- k. “Designated personnel” means the school personnel is-designated to administer medication pursuant to district policy and procedure.

2. Designated ~~Staff~~ Personnel/Training

- a. The principal will designate personnel authorized to administer prescription or nonprescription medication to a student while the student is in school, at a school-sponsored activity, under the supervision of school personnel, in a before-school or after-school care ~~program~~ programs on school-owned property and in transit to or from school or a school-sponsored activity, as required by Oregon law. The principal will supervise and ensure building and activity practices and procedures are consistent with the requirements of law, rules and this administrative regulation.
- b. The principal will ensure the training required by Oregon law is provided to designated personnel. Training must be conducted by a qualified trainer. Training will be provided annually to designated personnel authorized to administer medication to students. The first year and every third year of training requires in-person instruction; during the intervening years, designated personnel may complete an online training that has been approved by the Oregon Department of Education (ODE) so long as a trainer is available within a reasonable amount of time following the training to answer questions and provide clarification.
- c. Training will provide an overview of applicable provisions of Oregon law, administrative rules, district policy and administrative regulations and include, but not be limited to, the following: safe storage, handling, monitoring medication supplies, disposing of medications, record keeping and reporting of medication administration and errors in administration, emergency medical response for life -threatening side effects, allergic reactions or adrenal insufficiency and student confidentiality. Materials as recommended and/or approved by the ODE will be used.
- d. A copy of the district’s policy and administrative regulation will be provided to all staff authorized to administer medication to students and others, as appropriate.
- e. A statement that the ~~Documentation of training signed by the designated personnel has received~~ and the required training ~~trainer~~ will be filed in the ~~district~~ school office.

3. Administering Premeasured Doses of Epinephrine to a Student or Other Individual

A premeasured dose of epinephrine may be administered by trained, designated personnel to any student or other individual on school premises who the ~~person believes~~ personnel believe, in good faith, is experiencing a severe allergic reaction, regardless of whether the student or individual has a prescription for epinephrine.

4. ****Administering Naloxone or Other Similar Medication to a Student or Other Individual**

Naloxone or any other similar medication that is in any form available for safe administration and that is designed to rapidly reverse an overdose of an opioid drug may be administered by trained, designated personnel to any student or other individual on school premises who the person believes in good faith is experiencing an opioid overdose.

5. Administering of Medication to a Student Experiencing Symptoms of Adrenal Crisis

A student experiencing symptoms of adrenal crisis while the student is in school, at a school-sponsored activity, while under the supervision of school personnel, in a before-school or after-school care program on school-owned property and in transit to or from a school or a school-sponsored activity, may be treated by designated personnel and shall be subject to the following:

- a. Upon notice of a diagnosis of adrenal insufficiency, as defined in Oregon Administrative Rule (OAR) 581-021-0037, the building principal will designate one or more school personnel to be responsible for administering the medication to treat adrenal insufficiency;
- b. The designated personnel will successfully complete training to administer medication to treat a student who has adrenal insufficiency and is experiencing symptoms of adrenal crisis in accordance with the rules adopted by the Oregon Health Authority;
- c. The student or the student's parent or guardian must provide adequate supply of the student's prescribed medication to the district;

The district will require the development of an individualized health care plan for the student that includes protocols for preventing exposures to allergens, and establishes if or when a student may self-carry prescription medication when the student has not been approved to self-administer medication;

- d. In the event that a student experiences symptoms of adrenal crisis and the designated personnel determines the medication to treat adrenal insufficiency should be administered, any available staff member will immediately call 911 and the student's parent or guardian.

6. Administering Medication to a Student

- a. A request to permit designated personnel to administer medication to a student may be approved by the district and is subject to the following:
 - (1) A written request for designated personnel to administer prescription medication to a student, if because of the prescribed frequency or schedule, the medication must be given while the student is in school, at a school-sponsored activity, while under the supervision of school personnel and in transit to or from school or a school-sponsored activity, must be submitted to the school office and shall include:
 - (a) The written permission of the student's parent or guardian or the student if the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675; and
 - (b) The written instruction from the prescriber for the administration of the medication to the student that includes:
 - (i) Name of the student;
 - (ii) Name of the medication;
 - (iii) Method of administration;
 - (iv) Dosage;

- (v) Frequency of administration;
- (vi) Other special instructions from the prescriber, if any; and
- (vii) Signature of the prescriber.

The prescription label prepared by a pharmacist at the direction of the prescriber, will be considered to meet this requirement if it contains the information listed in (i)-(vi) above.

(2) A written request for designated personnel to administer nonprescription medication to a student must be submitted to the school office and is subject to the following:

- (a) The nonprescription medication is necessary for the student to remain in school;
- (b) The nonprescription medication is provided in the original manufacturer's container by the parent or guardian of the student;
- (c) The written instruction from the student's parent or guardian for the administration of the nonprescription medication includes:
 - (i) Name of the student;
 - (ii) Name of the medication;
 - (iii) Method of administration;
 - (iv) Dosage;
 - (v) Frequency of administration;
 - (vi) Other special instructions, if any; and
 - (vii) Signature of the student's parent or guardian.

If the written instruction is not consistent with the manufacturer's guidelines for the nonprescription medication, the written instruction must also include a written order allowing the inconsistent administration signed by a prescriber.

- (d) If the nonprescription medication is not approved by the Food and Drug Administration (FDA), a written order from the student's prescriber is required and will include:
 - (i) Name of the student;
 - (ii) Name of the medication;
 - (iii) Dosage;
 - (iv) Method of administration;
 - (v) Frequency of administration;
 - (vi) A statement that the medication must be administered while the student is in school;
 - (vii) Other special instructions, if any; and
 - (viii) Signature of the prescriber.

b. An individualized health care and allergy plan will be developed for a student with a known life-threatening allergy and will include protocols for preventing exposures to allergens and procedures for responding to life-threatening allergic reactions while the student is in school, at a school-sponsored activity, while under the supervision of school personnel, in a before-school or after-school care program on school-owned property and in transit to or from school or a school-sponsored activity, and will include a determination on if or when the student may

- self-carry prescription medication if the student has not been approved to self-administer medication;
- c. It is the student's parent or guardian's, or the student's if the student is allowed to seek medical care without parental consent, responsibility to ensure that an adequate amount of medication is on hand at the school for the duration of the student's need to take medication;
 - d. It is the student's parent or guardian's, or the student's if the student is allowed to seek medical care without parental consent, responsibility to ensure that the school is informed in writing of any changes in medication instructions;
 - e. In the event a student refuses medication, the parent or guardian will be notified immediately, except where a student is allowed to seek medical care without parental consent. No attempt will be made to administer medication to a student who refuses a medication;
 - f. Any error in administration of a medication will be reported to the ~~school nurse and~~ parent or guardian immediately, except where a student is allowed to seek medical care without parental consent, and documentation will. ~~Documentation shall~~ be made on the district's Accident/Incident Report form. Errors include, but are not limited to, administering medication to the wrong student, administering the wrong medication, dose, frequency of administration or method of administration;
 - g. Medication shall not be administered until the necessary permission form and written instructions have been submitted as required by the district.

7. Administration of Medication by a Student to Themselves

- a. A student, including a student in grade K through 12 with asthma or severe allergies, may be permitted to administer medication to themselves without assistance from designated personnel and is subject to the following:
 - (1) A student must demonstrate the ability, developmentally and behaviorally, to self-administer prescription medication and must have:
 - (a) A permission form from a parent or guardian, except when the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675, and other documentation requested by the district must be submitted for self-medication of all prescription medications;
 - (b) If the student has asthma, diabetes and/or a severe allergy, a medication that is prescribed by a prescriber and a written treatment plan developed by a prescriber or other Oregon licensed health care professional for managing of the student's asthma, diabetes and/or severe allergy, and directs use by the student while the student is in school, at a school-sponsored activity, while under the supervision of school personnel, in a before-school or after-school care ~~program~~ ~~programs~~ on school-owned property and in transit to or from school or a school-sponsored activity. The prescriber will include ~~acknowledgment~~ ~~acknowledgement~~ that the student has been instructed in the correct and responsible use of the prescribed medication;
 - (c) The permission to self-administer ~~the medication~~ from a building administrator and a prescriber or registered nurse practicing in a school setting.
 - (2) A student must demonstrate the ability, developmentally and behaviorally, to self-administer nonprescription medication and must have:

- (a) The written permission of the student’s parent or guardian, except when the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675;
 - (b) The student’s name affixed to the manufacturer’s original container; and
 - (c) The permission to self-administer medication from a building administrator.
- (3) A student must demonstrate the ability, developmentally and behaviorally, to self-administer nonprescription medication that is not approved by the FDA and must have:
- (a) The written permission of the student’s parent or guardian, except when the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675; and
 - (b) A written order from the student’s prescriber that includes:
 - (i) Name of the student;
 - (ii) Name of the medication;
 - (iii) Dosage;
 - (iv) Method of administration;
 - (v) Frequency of administration;
 - (vi) A statement that the medication must be administered while the student is in school;
 - (vii) Other special instructions, if any; and
 - (viii) Signature of the prescriber.

- b. The student may have in their/his/her possession only the amount of medication needed for that school day, except for manufacturer’s packaging that contains multiple dosage, the student may carry one package, such as, but not limited to, autoinjectable epinephrine or bronchodilators/inhalers;
- c. Sharing and/or borrowing of any medication with another student is strictly prohibited;
- d. For a student who has been prescribed bronchodilators or epinephrine, the designated personnel will request that the parent or guardian provide backup~~back-up~~ medication for emergency use by that student. Backup medication, if provided, will be kept at the student’s school in a location to which the student has immediate access in the event the student has an asthma and/or severe allergy emergency;-
- e. Upon written request from a parent or guardian, and with a prescriber’s written statement that the lack of immediate access to a backup autoinjectable epinephrine may be life threatening to a student, and the location the school stores backup medication is not located in the student’s classroom, a process shall be established to allow the backup autoinjectable epinephrine to be kept in a reasonably secure location in the student’s classroom;-
- f. A student shall not administer medication to themselves until the necessary permission form and written instructions have been submitted as required by the district;-
- g. Permission for a student to administer medication to themselves may be revoked if the student violates the Board~~board~~ policy and/or this administrative regulation;-
- h. A student may be subject to discipline, up to and including expulsion, as appropriate;-
- i. A student permitted to administer medication to themselves may be monitored by designated personnel to monitor the student’s response to the medication.

8. Handling, Monitoring and Safe Storage of Medication Supplies for Administering Medication to Students

- a. Medication administered by designated personnel to a student or self-administered by a student, must be delivered to the school in its original container, accompanied by the permission form and written instructions, as required above.
- b. ~~Medication~~ All medication in capsule or tablet form and categorized as a sedative, stimulant, anticonvulsant ~~anti-convulsant~~, narcotic analgesic or psychotropic medication ~~will~~ shall be stored in the locked cabinet in the health office. It shall be counted by designated personnel in the presence of another district employee upon receipt, documented in the student's medication log and routinely monitored during storage and administration. Discrepancies will be reported to the principal ~~and school nurse~~ immediately and documented in the student's medication log. For such medication not in capsule or tablet form, standard measuring and monitoring procedures will apply.
- c. Designated personnel will follow the written instructions of the prescriber and the student or the student's parent or guardian, and training guidelines as may be recommended by the ODE for administering all forms of prescription and/or nonprescription medications.
- d. Medication will be secured as follows:
 - (1) Nonrefrigerated medications will be stored in a locked cabinet, drawer or box used solely for the storage of medication;
 - (2) Medications requiring refrigeration will be stored in a ~~separate refrigerator used solely for the storage of medication~~ locked box in a refrigerator;
 - (3) Access to medication storage keys will be limited to the principal and designated personnel.
- e. Designated personnel will be responsible for monitoring all medication supplies and for ensuring medication is secure at all times, not left unattended after administering and that the medication container is properly sealed and returned to storage.;
- f. In the event medication is running low or an inadequate dosage is on hand to administer the medication, the designated personnel will notify the student's parent or guardian or the student (in situations involving ORS 109.610, 109.640 and 109.675) immediately.

9. Emergency Response

- a. Designated personnel will notify 911 or other appropriate emergency medical response systems and administer first aid, as necessary, in the event of life-threatening side effects that result from district-administered medication or from student self-medication or allergic reactions. The parent or guardian, school nurse and principal will be notified immediately.
- b. Minor adverse reactions that result from district-administered medication or from student self-medication will be reported to the parent or guardian ~~immediately and school nurse~~, except when the student is allowed to seek medical care without parental consent pursuant to ORS 109.610, 109.640 or 109.675.
- c. Any available district staff will immediately call 911 and the student's parent or guardian if the designated personnel believes the student is experiencing symptoms of adrenal crisis and plans to administer medication.

10. Disposal of Medications

- a. Medication not picked up by the student's parent or guardian, or the student when allowed pursuant to ORS 109.610, 109.640 and 109.675, at the end of the school year or within five school days of the end of the medication period, whichever is earlier, will be disposed of by designated personnel in a ~~nonrecoverable~~ non-recoverable fashion as follows:

- (1) Medication will be removed from its original container and personal information will be destroyed;
- (2) Solid medications will be crushed, mixed or dissolved in water, liquid medications will be mixed or dissolved in water; and
- (3) Mixed with an undesirable substance, e.g., coffee grounds, kitty litter, flour; and
- (4) Placed in impermeable non-descriptive containers, e.g., empty cans or sealable bags, and placed in the trash.

Prescriptions will be flushed down the toilet **only** if the accompanying patient information specifically instructs it is safe to do so.

Other medication will be disposed of in accordance with established training procedures including sharps and glass.

- b. All medication will be disposed of by designated personnel in the presence of another school employee and documented as described in Section 10, below.

11. Transcribing, Recording and Record Keeping

- a. A medication log will be maintained for each student administered medication by the district. The medication log will include, but not be limited to:

- (1) The name of the student, name of ~~the~~ medication, dosage, ~~and~~ method of administration ~~of medication administered~~, date and time of administration, frequency of administration and the name of the person administering the medication;
- (2) Student refusals of medication;
- (3) Errors in administration of medication;
- (4) Incidents of emergency and minor adverse reaction by a student to medication;
- (5) Discrepancies in medication supply;
- (6) Disposal of medication including date, quantity, manner in which the medication was destroyed and the signature of the ~~school~~ staff involved.

- b. All records relating to administration of medications, including permissions and written instructions, will be maintained in a separate, medical file apart from the student's education record file unless otherwise related to the student's educational placement and/or individualized education ~~program plan~~. Records will be retained in accordance with applicable provisions of OAR 166-400-010(17-~~22~~), (~~23~~) and OAR 166-400-060(29-~~24~~).
- c. Student health information will be kept confidential. Access shall be limited to those designated personnel authorized to administer medication to students, the student and ~~their~~ ~~his/her~~ parent or guardian. Information may be shared with other staff with a legitimate educational interest in the student or others as may be authorized by the parent or guardian in writing or others as allowed under state and federal law.

Corrected 8/08/22; Corrected 8/17/22

OSBA Model Sample Policy

Code: ECACA

Adopted:

Radio Frequency Identification Device**

The district will operate a Radio Frequency Identification Device (RFID) program to locate, track or take attendance of students. The district shall provide notice to parents and students at least 30 days¹ before the district implements a RFID program or makes a modification to the current RFID program.

This notification shall:

1. Specify the purpose for the RFID program;
2. Specify where the RFID readers will be located;
3. Inform parents and students of the right to not participate in the RFID program and how to opt-out;
4. Outline the procedure to opt-out of the RFID program; and
5. Communicate to parents and students in at least two formats, one of which shall be the district website, if available.

Opt-Out RFID Provisions

Parents, or students who are 14 years of age or older, may provide notice in writing that they no longer wish to participate in any RFID program.

The district shall:

1. Not ask for the reason or justification for the request;
2. Not impose a time restriction for a request to be made;
3. Ensure that the request is completed within three school days; and
4. Not initiate or continue any disciplinary action against the student for not following the RFID program rules.

Privacy and Security

The following privacy and security standards shall apply:

¹ A district that establishes a RFID program before the start of the school year, shall provide notice to parents and students annually, and at least 30 days prior to the first day of classes.

1. No personally identifiable information may be stored on the RFID (“Personally identifiable information” means data that could potentially identify a specific individual.);
2. The RFID may not have a readable range of more than 10 feet;
3. All data collected as part of the RFID program shall be considered part of the student record and shall be retained in accordance with state and federal student record laws and data privacy and security standards;
4. Data collected as part of the RFID program shall be retained for no more than 72 hours, except records for the purpose of taking attendance; and
5. The RFID reader locations must be conspicuously marked.

END OF POLICY

Legal Reference(s):

[ORS 339.890](#)

[OAR 581-021-0505](#)



As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent

Subject: Superintendent’s Report

Policy: [Board Meetings – BD/BDA, Conduct of Board Meetings – BDDF](#)

Date: August 24, 2022

Action	<input type="checkbox"/>
Report	<input checked="" type="checkbox"/>

Connection to School Board Core Beliefs and Commitments

Safety Equity Instructional Practice Organizational Culture

Strategic Plan Goal Topic 3: Student and Staff Wellness

We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

Summary:

Superintendent Diaz will provide announcements and reports to the board:

- a. Announcements / Reports - Dr. Danna Diaz
 - i. New Teacher Training - this week
 - ii. New Employee Orientation - tomorrow
 - iii. Intensive Coaching Meeting - tomorrow
 - iv. Integrated Guidance and Budget Development Session Planning
 - v. Student Outcome Superintendent Goal Performance Measures and Guardrails
- b. Marginalized Students: Board Appointed Equity Committee Process - Dr. Christopher Ortiz and Gustavo Olvera
- c. Communication Report - Stephanie Field
- d. Financial Report - Anthony Lebron



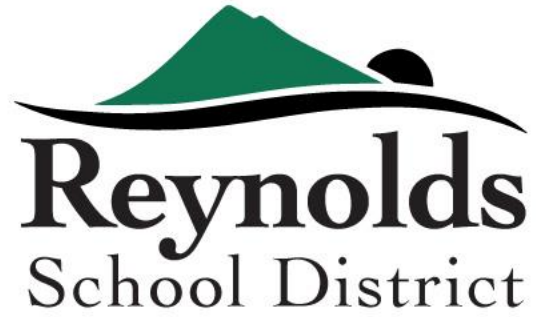
Student Outcomes Focused Governance Model

As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.



MISSION

We lead with equity to educate and support all students to graduate with the skills and confidence to thrive.



VISION

As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

CORE BELIEFS & COMMITMENTS



SAFETY

We believe that all students, families, and staff deserve a safe and secure learning environment.
We commit to providing physical and emotional safety across the Reynolds community.



EQUITY

We believe that equitable practices allow everyone within the Reynolds community to thrive.
We commit to using equity as a foundation in all decision-making processes in order to eliminate inequities.



INSTRUCTIONAL PRACTICES

We believe that high-quality, first-time instruction will eliminate the opportunity gap.
We commit to setting high expectations and providing intentional professional development for instructional leaders.



ORGANIZATIONAL CULTURE

We believe that the heart of a high-performing organization is its people.
We commit to becoming an inclusive and positive organizational culture.



Board Student Outcome
Goals (i) and
Superintendent Goal
Performance Measures (ii)



As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

Board Student Outcome Goals

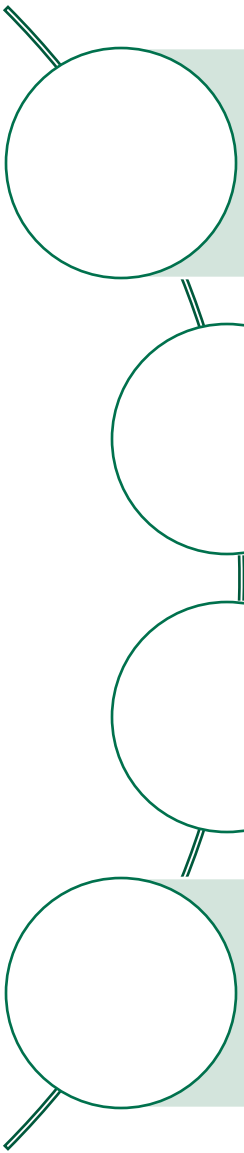
Goal 1.i: 3rd Grade Reading

Increase the percentage of 3rd grade students whose scores on STAR Reading meet or exceed grade level benchmark from 22% to 80% by August 2026.

304

Baseline (Fall 2021)	August 2022	August 2023	August 2024	August 2025	August 2026
22%	(30%)	(40%)	(52%)	(66%)	(80%)

Superintendent Goal Performance Measures



Goal 1.ii.a: Increase the percentage of 3rd grade students who receive English Language Learner services and whose scores on STAR Reading meet or exceed benchmark* from 16% to 30% by August 2023.

Goal 1.ii.b: Increase the percentage of 3rd grade students who receive Special Education services and whose scores on STAR Reading meet or exceed benchmark* from 22% to 34% by August 2023.

Goal 1.ii.c: Increase the percentage of Black/African American 3rd grade students whose scores on STAR Reading meet or exceed benchmark* from 27% to 38% by August 2023.

Goal 1.ii.d: Increase the percentage of Latinx 3rd grade students whose scores on STAR Reading meet or exceed benchmark* from 24% to 35% by August 2023.

Board Student Outcome Goals

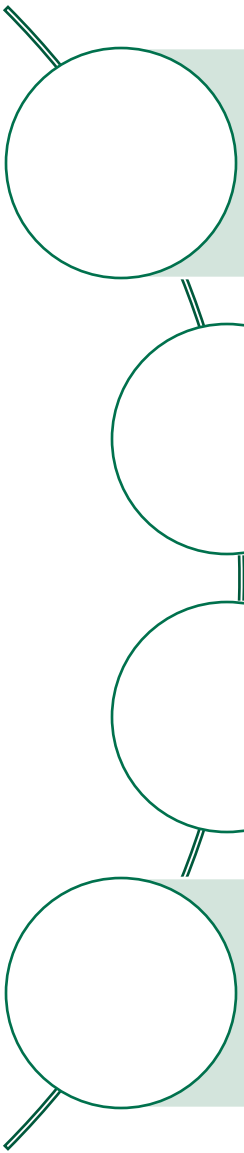
Goal 2.i: 5th Grade Math

Increase the percentage of 5th grade students whose scores on STAR Math meet or exceed grade level benchmark from 27% to 80% by August 2026.

306

Baseline (Fall 2021)	August 2022	August 2023	August 2024	August 2025	August 2026
27%	(33%)	(41%)	(51%)	(64%)	(80%)

Superintendent Goal Performance Measures



Goal 2.ii.a: Increase the percentage of 5th grade students who receive English Language Learner services and whose scores on STAR Math meet or exceed benchmark* from 19% to 31% by August 2023.

Goal 2.ii.b: Increase the percentage of 5th grade students who receive Special Education services and whose scores on STAR Math meet or exceed benchmark* from 20% to 32% by August 2023.

Goal 2.ii.c: Increase the percentage of Black/African American 5th grade students whose scores on STAR Math meet or exceed benchmark* from 30% to 42% by August 2023.

Goal 2.ii.d: Increase the percentage of Latinx 5th grade students whose scores on STAR Math meet or exceed benchmark* from 27% to 37% by August 2023.

Board Student Outcome Goals

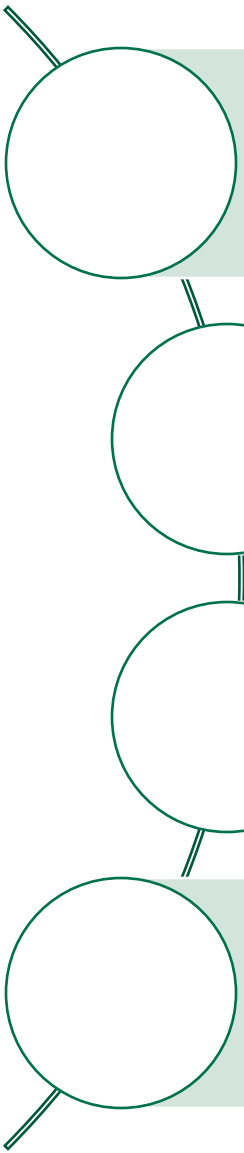
Goal 3.i: 8th Grade Math

Increase the percentage of 8th grade students whose scores on STAR Math meet or exceed grade level benchmark* from 23% to 80% by August 2026.

308

Baseline (Fall 2021)	August 2022	August 2023	August 2024	August 2025	August 2026
23%	(30%)	(40%)	(53%)	(66%)	(80%)

Superintendent Goal Performance Measures



Goal 3.ii.a: Increase the percentage of 8th grade students who receive English Language Learner services and whose scores on STAR Math meet or exceed benchmark* from 18% to 32% by August 2023.

Goal 3.ii.b: Increase the percentage of 8th grade students who receive Special Education services and whose scores on STAR Math meet or exceed benchmark* from 15% to 30% by August 2023.

Goal 3.ii.c: Increase the percentage of Black/African American 8th grade students whose scores on STAR Math meet or exceed benchmark* from 17% to 31% by August 2023.

Goal 3.ii.d: Increase the percentage of Latinx 8th grade students whose scores on STAR Math meet or exceed benchmark* from 18% to 32% by August 2023.

Board Student Outcome Goals


Goal 4.i: 9th Grade On Track

Increase the percentage of 9th grade students who are on track to graduate from 47% to 90% by August 2026.

310

Baseline (Fall 2021)	August 2022	August 2023	August 2024	August 2025	August 2026
47%	(55%)	(65%)	(77%)	(85%)	(90%)

Superintendent Goal Performance Measures



Goal 4.ii.a: Increase the percentage of 9th grade students who receive English Language Learner services that are on track to graduate from 52% to 62% by August 2023.

Goal 4.ii.b: Increase the percentage of 9th grade students who receive Special Education services that are on track to graduate from 49% to 59% by August 2023.

Goal 4.ii.c: Increase the percentage of Black/African American 9th grade students that are on track to graduate from 53% to 63% by August 2023.

Goal 4.ii.d: Increase the percentage of Latinx 9th grade students that are on track to graduate from 39% to 48% by August 2023.

Board Student Outcome Goals


Goal 5.i: 4 Year Graduation Rate

Increase the percentage of the 4 Year cohort graduation rate from 57% to 85% by August 2026.

312

Baseline (Fall 2021)	August 2022	August 2023	August 2024	August 2025	August 2026
57%	(60%)	(65%)	(72%)	(81%)	(85%)

Superintendent Goal Performance Measures



Goal 5.ii.a: Increase the percentage of 12th grade students who receive English Language Learner services that graduate on time (4-Year Cohort) from 50% to 60% by August 2023.

Goal 5.ii.b: Increase the percentage of 12th grade students who receive Special Education services that graduate on time (4-Year Cohort) from 52% to 62% by August 2023.

Goal 5.ii.c: Increase the percentage of Black/African American 12th grade students that graduate on time (4-Year Cohort) from 60% to 68% by August 2023.

Goal 5.ii.d: Increase the percentage of Latinx 12th grade students that graduate on time (4-Year Cohort) from 60% to 68% by August 2023.



Board Guardrails (iii)



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Board Guardrails

Specific operational actions or class of actions the Board places on itself and/or members that support behaviors that keep the boards' focus on board work, align with the vision, and grounded in community values.

315

Board Guardrails

The Board, either collectively or through the actions of individual Board Members, shall not:

- 1.iii: Direct or appear to direct staff on day-to-day operations.
- 2.iii: Allow more than 12 months to pass from reviewing board operating policy and procedures
- 3.iii: Deviate from the agenda once it is set 72 hours in advance.
- 4.iii: Engage in personal or political attacks (publicly or privately) against one another.

316



Superintendent Guardrails (iv)



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Superintendent Guardrails

Specific operational actions or class of actions the Superintendent may not use or allow that are aligned with the vision and grounded in community values.

Superintendent Guardrail Smart Goals

Guardrail 1.iv: The Superintendent shall not fail to address safety concerns from the Reynolds community.

- **1.iv.a:** By June 2023, 80% of all staff incident reports will be responded to within 48 hours.
- **1.iv.b:** By Fall 2022, Reynolds School District will implement an anti-bullying campaign in order to gather baseline data to inform the Social/Emotional Curriculum Adoption. 319
- **1.iv.c:** By June 2023, 100% of all Campus Monitors will be Mandt System trained. (Mandt Training helps to develop a culture that provides for the emotional, psychological, and physical safety for students and staff.)

Superintendent Guardrail Smart Goals

Guardrail 2.iv: The Superintendent shall not allow teacher turnover rate to increase or remain the same, specifically for hard-to-fill positions.

- **2.iv.a:** By June 2023, the retention rate of certified staff will increase from 95% to 97%.
- **2.iv.b:** By June 2023, the retention rate of classified staff will increase from 92% to 94%.
- **2.iv.c:** By June 2023, the retention rate of BIPOC certified staff will increase from 94% to 96%. 320
- **2.iv.d:** By June 2023, the retention rate of BIPOC classified staff will increase from 93% to 95%.
- **2.iv.e:** By June 2023, the retention rate of high needs areas certified staff will increase from 94% to 96%.
- **2.iv.f:** By June 2023, the retention rate of high needs areas of classified staff will increase from 88% to 90%.

Superintendent Guardrail Smart Goals

Guardrail 3.iv: The Superintendent shall not propose Board Action without first having engaged students, parents, community and staff.

- **3.iv.a:** By June 2023, Reynolds School District will increase the participation of students, families, staff and the community to participate in budget meeting decisions by 10%.
- **3.iv.b:** By June 2023, Reynolds School District will increase the number of opportunities for students, families, staff and the community to participate in decision making around the Oregon Department of Education Integrated Guidance by holding a minimum of five listening sessions.

Superintendent Guardrail Smart Goals

Guardrail 4.iv: The Superintendent shall not make decisions without centering the impact on the mental well-being of students, their families, and staff.

- **4.iv.a:** By June 2023, Reynolds School District will increase the percent positive on the Center for Educational Effectiveness EES-Student Survey Supportive Learning Environment 2-Year Trend from 60% to 65%.
- **4.iv.b:** By June 2023, will increase the percentage of Reynolds School District students³²² on the Healthy Teen Survey that are able to identify someone at school that they could ask for help if needed from 70% to 75%.
- **4.iv.c:** By June 2023, Reynolds School District will increase the number of contacts made by School Counselors and Social Workers by 10%.

Superintendent Guardrail Smart Goals

Guardrail 5.iv.: The Superintendent shall not operate without examining data annually to ensure there are no inequitable impacts for students who have been marginalized.

- **5.iv.a:** By June 2023, Reynolds School District will increase the yearly attendance rate of Latinx/o/a students from 72% to 82%*. (*2020-2021 Data)
- **5.iv.b:** By June 2023, Reynolds School District will increase the yearly attendance rate of Black/African American students from 70% to 80%.
- **5.iv.c:** By June 2023, Reynolds School District will increase the percentage of Latinx/o/a students from 25% to 30% and the percentage of Black/African American students from 4% to 9% that are identified for Talented and Gifted Services (TAG).
- **5.iv.d:** By June 2023, Reynolds School District will decrease the disparity between the number of Black/African American students in comparison to their peers, who are referred for major referrals by 5%.

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Questions



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Equity & Student Success

Board of Directors, Business Meeting
August 2022

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325

Senate Bill 732

The RSD Educational Equity Advisory Council (EEAC) is a result of [SB 732](#). The EEAC will be comprised of students, parents, employees and community members, and will:

- Advise the school district board about the educational equity impacts of policy decisions;
- Advise the school district superintendent about the educational equity impacts of policy decisions;
- Inform the school district board and school district superintendent when a situation arises in a school of the school district that negatively impacts underrepresented students and advising the board and superintendent on how best to handle that situation.

326

Senate Bill 732

- August 10-18, 2022 – Director of Equity and Student Success communicates and publishes application process to community members, parents, students and employees.
- August 18, 2022 - EAC member applications are distributed.
- September 5-9, 2022 - EAC member applications are submitted.
- September 12-16, 2022 - EAC applications are reviewed by Board & Superintendent.
- September 28, 2022 – Board approves EAC members.
- October 2022 – First EAC meeting to be scheduled.

327



Thank You

Mcardenas@rsd7.net



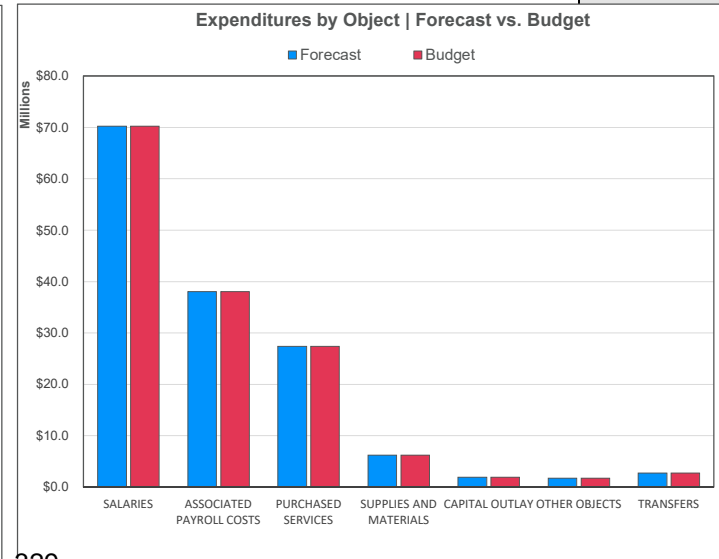
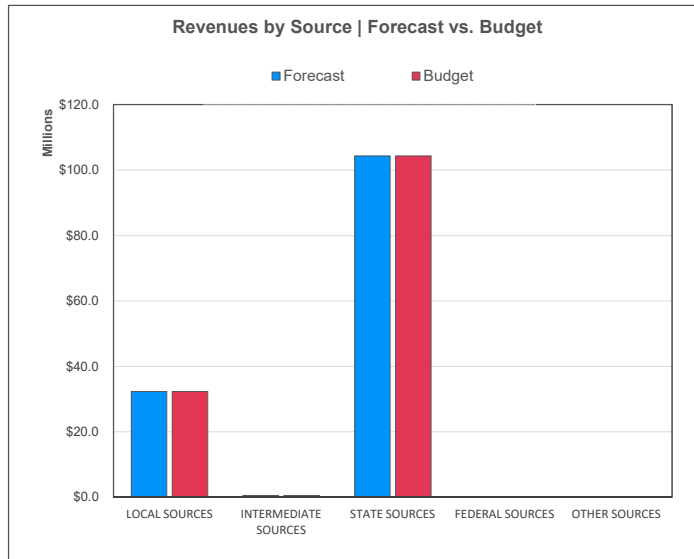
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100 General Fund | Financial Projection by Object

For the Period Ending July 31st, 2022

	Prior YTD	Current Year Budget	Current YTD	% of Budget	Annual Forecast
RESOURCES					
Operating Revenues					
Local Sources	\$ 31,991,483	\$ 32,332,859	\$ 129,531	0.40%	\$ 32,332,859
Intermediate Sources	798,329	501,800	-	0.00%	501,800
State Sources	101,567,300	104,355,789	-	0.00%	104,355,789
Federal Sources	85,000	60,000	-	0.00%	60,000
Other Sources	215,987	-	-	0.00%	-
Total Operating Revenues	\$ 134,658,099	\$ 137,250,448	\$ 129,531	0.09%	\$ 137,250,448
Beginning Fund Balance	11,099,637	34,006,549	34,006,549	100.00%	34,006,549
TOTAL RESOURCES	\$ 145,757,736	\$ 171,256,997	\$ 34,136,080	19.93%	\$ 171,256,997
REQUIREMENTS					
Operating Expenditures					
Salaries	\$ 66,349,651	\$ 70,211,510	\$ 1,330,561	1.90%	\$ 70,211,510
Associated Payroll Costs	36,773,398	38,069,363	603,480	1.59%	38,069,363
Purchased Services	24,603,985	27,427,494	1,781,142	6.49%	27,427,494
Supplies and Materials	5,502,428	6,226,267	30,010	0.48%	6,226,267
Capital Outlay	2,221,018	1,902,393	-	0.00%	1,902,393
Other Objects	1,800,352	1,714,645	914,339	53.33%	1,714,645
Transfers	1,773,000	2,721,650	-	0.00%	2,721,650
Total Operating Expenditures	\$ 139,023,832	\$ 148,273,322	\$ 4,659,533	3.14%	\$ 148,273,322
Contingencies	1,683,476	14,638,103	-	0.00%	14,638,103
Unappropriated Ending Fund Balance	5,050,428	8,345,572	-	0.00%	8,345,572
TOTAL REQUIREMENTS	\$ 145,757,736	\$ 171,256,997	\$ 4,659,533	2.72%	\$ 171,256,997
Ending Fund Balance					\$ 34,848,008
OPERATING SURPLUS / (DEFICIT)	\$ (4,365,733)	\$ (11,022,874)	\$ (4,530,002)		\$ -

(Operating Revenue less Operating Expenses)



**Reynolds School District
Board of Education Business Meeting**

July 27, 2022

7:00 PM

Wood Village City Hall

24200 NE Halsey

Wood Village, Oregon 97060

Attendance Taken at 7:02 PM. Spencer Chao: Present, Yesenia Delgado: Present, Ana Gonzalez Muñoz: Present, Francisco Ibarra: Absent, Aaron Muñoz: Present, Michael Reyes: Absent, Cayle Tern: Present.

I. 6:00p - Executive Session

The Reynolds School Board and the Superintendent will recess into Executive Session at 6:00p, under ORS 192.660(2)(b) Personnel. Executive Session is closed to the public.

II. 7:00p - Call to Order

- Chair Ana Gonzalez Muñoz called the July 27, 2022 Business Meeting to order at 7:00p and read the Land Acknowledgement.

A. Pledge of Allegiance

B. Land Acknowledgement

C. Consider Approval of the July 27, 2022 Agenda

I move that the Board approve the July 27, 2022 agenda as presented. This motion, made by Yesenia Delgado and seconded by Aaron Muñoz, Passed.

Yea: 5, Nay: 0

III. 7:10p - Election of Board Officers

A. Elect a 2022-2023 Board Chair

I nominate Ana Gonzalez Muñoz for the role of Board Chair for the 2022-2023 school year. This motion, made by Yesenia Delgado and seconded by Aaron Muñoz, Passed.

Yea: 5, Nay: 0

B. Elect a 2022-2023 Board Vice Chair

I move to nominate Aaron Muñoz for the role of Board Vice Chair for the 2022-2023 school year. This motion, made by Aaron Muñoz and seconded by Cayle Tern, Passed.

Yea: 5, Nay: 0

IV. 7:20p - Public to be Heard

Members of the public will address the board with comments and the board will listen only. Public Comment will be limited to 7 speakers with 3 minutes each. Forms must be turned in before the meeting start time.

V. 7:40p - Presentation to the Board

A. First Reading: Board Student Outcome Goals, Superintendent Goal Performance Measures, and Board and Superintendent Guardrails

VI. 7:50p - Board Reports

- Chair Ana Gonzalez Muñoz has a goal to be more accessible this year, including volunteering at the food pantry at RMS on Fridays.
- Director Yesenia Delgado had the opportunity to join HB Lee Freedom Schools program and encourages other Board members to join if they haven't had the chance.

A. Board Announcements

i. Individual Board Members - Announcements and Reports

ii. Upcoming Board Meetings

VII. 7:55p - Superintendent's Reports

A. Announcements/Reports

B. Communications Report

C. Financial Report

- Preliminary report as the fiscal year is not yet fully closed.
- Why is the surplus larger than expected?
 - It's a combination of factors. We had a number of staffing vacancies this year, meaning payroll was lower than expected. We also received more in property taxes than expected. The State of Oregon also increased the funds per student to help school districts dealing with lower enrollment rates.

VIII. 8:20p - Consent Agenda

I move that the Board approve all consent agenda items as presented. This motion, made by Yesenia Delgado and seconded by Aaron Muñoz, Passed.

Yea: 5, Nay: 0

A. Approval of Personnel Order

B. Approval of Prior Meeting Minutes

C. Approval of the 2022-2023 Board Calendar

D. Approval of Budget Calendar for 2023-2024 Budget

E. Resolution 2022-2023-001 Designating District Officers, Clerks, Agents, and Depositories of Funds

F. Credit Recovery Contract Extension

G. Open School Contract SY22-23

H. Intergovernmental Agreements

i. St Helen's SD IGA

ii. PEERS Classroom IGA

iii. PPS CR Deaf and HH Contract IGA

I. Policy Update Second Reading and Approval: JBA-GBN Sexual Harassment

IX. 8:25p - Action Items

A. IGA with Multnomah County Sheriff's Office for School Resource Deputies

- Concerns about Reynolds paying for the benefits of the deputies instead of those being covered by Multnomah County.
- Request for SRDs to wear more "casual" uniforms.

- There is contract language where we can ask for an officer to be reassigned if they are not a good fit for a school and/or the district.
- If we can only get two SRDs, one would be placed at RHS and one at RMS.
- Have we done any additional strategic outreach to communities of color to get their input before moving forward with this contract?
 - The district reached out to our best ability. They utilized MCSO equity director, consulted student and parent advisory groups, will be working on outreach events with Chair Gonzalez Muñoz in the future. No specific focus groups were able to happen.
 - Two groups of Latino parents let Chair Gonzalez Muñoz know that they want SRDs back in the schools.
 - The second set of survey results were presented to the Board at the October 27 Business Meeting when the Board voted for us to move forward with contract negotiations with Multnomah County.

I move that the Board approve the intergovernmental agreement with Multnomah County Sheriff's Office for Student Resource Deputies. This motion, made by Aaron Muñoz and seconded by Spencer Chao, Passed.

Yea: 3, Nay: 2

X. 8:30p - Board Discussion

XI. 8:35p - Adjourn

- Chair Gonzalez Muñoz adjourned the July 27, 2022 Business Meeting at 8:53p.



RESOLUTION 2022-2023-002

**PROCLAIMING THE CELEBRATION OF
NATIONAL HISPANIC/LATINX HERITAGE MONTH**

WHEREAS, forty-four percent of enrolled students are Hispanic and/or Latinx; and

WHEREAS, history is rich with Hispanic and Latinx peoples, who positively influence and enrich our nation, our society, our region, our state, and our schools;

WHEREAS, the contributions of persons with Latinx and Hispanic heritage have been a consistent and vital influence in our nation's growth and prosperity for more than five centuries;

WHEREAS, Spanish, Mexican, and indigenous cultures were established in this region before Oregon obtained statehood. Spanish sailor Juan Perez and his Mexican crew explored the area along the coasts of Oregon and Washington in 1774. From the mid 1800s to the mid 1900s, Latinx mined for resources, worked in the lumber industry, helped shape our livestock industry through the "vaquero" (cowboy) tradition and built highways and railroads in Oregon. In the 1950s, Mexicano and Mexican-American Tejano families permanently settled in several regions of Oregon and Hispanic and Latinx farm workers were a crucial part of Oregon's agricultural economy. As early as the 1960s, Latinx and Hispanics initiated businesses meeting local demand in the service industry, health, manufacturing, and high-tech sectors, while establishing themselves as integral community members working in public service and civic society. Today, over two-thirds of Hispanic Oregonians were born in the United States and they continue to own business, serve as community leaders and vital contributors within vocations, civic and community life.

WHEREAS, the Reynolds School Board has established that each and every student is to be celebrated and appreciated for the distinct and vibrant contributions made by sharing cultures, language, ideas, beliefs and values within a school community; and

WHEREAS, the Reynolds School Board has an adopted equity policy that states our commitment to closing the achievement gap and creating an educational environment where all students have the opportunity to benefit equally from the educational programs offered; and

WHEREAS, the Reynolds School District is working towards eliminating the racial predictability and disproportionality in all aspects of education; and

WHEREAS, the contributions of our Latinx and Hispanic students and families are a vital and vibrant part of our public school system.

NOW, THEREFORE, BE IT RESOLVED that the Reynolds School Board of Directors proclaims September 15 - October 15, to celebrate HISPANIC AND LATINX HERITAGE MONTH; and

BE IT FURTHER RESOLVED that the Reynolds School Board of Directors strongly encourages our staff and community to observe, recognize, and celebrate the culture, heritage, and contributions of Hispanics/Latinx to our country, our state, our cities, and our schools.

Adopted this 24th day of August 2022.

Signed:

Chair, Reynolds School District Board of Directors

Attest:

Superintendent/Clerk



RESOLUCIÓN 2022-2023-002

PROCLAMACIÓN DE LA CELEBRACIÓN NACIONAL DEL MES DE LA HERENCIA HISPANA/LATINX

CONSIDERANDO QUE, 44% de los estudiantes inscritos son hispanos y/o latinx; y

CONSIDERANDO QUE, la historia esta enriquecida con los pueblos hispanos y latinx, que influyeron de forma positiva a nuestra nación, nuestra sociedad, nuestra región, nuestro estado, nuestras escuelas;

CONSIDERANDO QUE, las contribuciones de las personas con herencia Latinx e hispana han sido una influencia consistente y vital para el crecimiento y prosperidad de nuestra nación durante más de 5 siglos;

CONSIDERANDO QUE, las culturas españolas, mejicanas e indígenas se establecieron en esta región antes de que Oregon obtuviera su calificación como estado. El marino español Juan Pérez y su tripulación Mexicana exploraron esta área junto con las costas de Oregon y Washington en 1774. Desde mediados del 1800s hasta mediados de 1900s, Latinx trabajaban las minas para encontrar recursos, trabajaban en la industria maderera, ayudaron a formar nuestra industria ganadera a través de la tradición del "vaquero" y construyeron carreteras y vías de trenes en Oregon. En la década de los 1950, Familias Mexicanas y Mexicoamericanas Tejanas se establecieron permanentemente en varias regiones de Oregon y los granjeros hispanos y latinx fueron una parte crucial para la economía de la agricultura de Oregon. Ya en la década de 1960, los latinx y los hispanos iniciaron negocios adaptándose a la demanda local en las industrias de servicios, de salud, de fabricación, y en los sectores de alta tecnología mientras se establecían como miembros integrales de la comunidad, trabajando en los servicios públicos y en la sociedad civil. Hoy, más de dos tercios de hispanos-oregonianos nacieron en los Estados Unidos y continúan siendo propietarios de sus propios negocios, son líderes en la comunidad y contribuyentes vitales dentro de la vida vocacional, cívica y comunitaria.

CONSIDERANDO QUE, La Junta Directiva de Reynolds ha establecido que todos y cada uno de los estudiantes tienen que ser celebrados y apreciados por sus diferentes y vibrantes contribuciones hechas al compartir sus culturas, idiomas, ideas, creencias y valores dentro de la comunidad escolar; y

CONSIDERANDO QUE, La Junta Directiva de Reynolds ha adoptado una política de Equidad que establece nuestro compromiso para eliminar la diferencia en el rendimiento y la creación de un ambiente educativo donde todos los estudiantes tengan las mismas oportunidades de beneficiarse igualmente de los programas educativos ofrecidos; y

CONSIDERANDO QUE, el Distrito Escolar de Reynolds está trabajando hacia la eliminación de la predictibilidad racial y la desproporcionalidad en todos los aspectos educativos; y

CONSIDERANDO QUE, las contribuciones de nuestros estudiantes hispanos y latinx y sus familias son vitales y una parte vibrante de nuestro sistema escolar público.

AHORA, POR LO TANTO, SE RESUELVE que la Junta de Directores de Reynolds proclama del 15 de septiembre al 15 de octubre, la celebración del MES DE LA HERENCIA HISPANA Y LATINX; y

EN CONCLUSIÓN SE RESUELVE que la Junta Directiva de Reynolds anima enfáticamente a nuestro personal escolar y a la comunidad a que observen, reconozcan y celebren la cultura, la herencia y las contribuciones de los Hispanos/Latinx a nuestro país, a nuestro estado, a nuestras ciudades y a nuestras escuelas.

Adoptado este día 24 de agosto de 2022.

Firmado:

Presidente de la Junta Directiva Escolar de Reynolds

testifica:

Superintendente/Secretario



As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

To: Board of Directors

From: Dr. Christopher Ortiz, Deputy Superintendent

Prepared by: Christy Foote, Director of Nutrition Services

Subject: Authorization to Spend in Excess of \$500,000 for 2022-23 for Nutrition Supplies

Policy: [Bidding Requirements – DJC](#)

Date: August 24, 2022

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

Connection to School Board Core Beliefs and Commitments

Safety Equity Instructional Practice Organizational Culture

Strategic Plan Goal Topic 3: Student and Staff Wellness

We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

Summary:

Attached is the following document:

- Cooperative Purchasing Agreement Oregon Child Nutrition Coalition 2022-2023

The District purchases nutrition supplies and materials from vendors under price agreements with Oregon Child Nutrition Coalition (OCNC). The District entered into these agreements in 2022, which extend through 2023.

Staff is requesting Board authorization to expend more than \$500,000 for 2022-23 nutrition food and supplies from vendors utilizing the procurement agreements.

Previous Board Action:

The Board approved the Cooperative Purchasing Agreement Oregon Child Nutrition Coalition for use of Vendor Price Agreements for nutrition food and supplies at the August 28, 2019 meeting.

Background:

The District utilizes cooperative price agreements for procurement of food and supplies. The contracts were entered into in June 2017 following review of the required RFP processes and supplemental notices published for interstate agreements.

It is proposed that the use of the cooperative agreements continue for 2022-23.

Financial Implications:

The 2022-23 Budget includes the appropriations necessary to complete the procurement of food and supplies for nutrition for the school year.

Estimates of expenditures by vendor that will exceed \$500,000 for 2022-23 are as follows:

Vendor: Sysco

Description of the Procurement: Major Grocery Purchases

Estimated Amount of Procurement: In excess of \$350,000

Administrating Contracting Agency: Oregon Child Nutrition Coalition

Procurement will not be limited to vendors under contract with the OCNC and pricing comparisons will be completed on an ongoing basis to secure the best pricing for purchases.

Participating in cost savings through the cooperative procurement agreements is in the best interest of the District to obtain the most cost-efficient pricing available at any given time.

Alternatives:

Not Applicable

Staff Recommendation:

Staff recommends the Board authorize an expenditure in excess of \$500,000 to vendors approved under the Cooperative Purchasing Agreement Oregon Child Nutrition Coalition for 2022-23 nutrition food and supplies as noted above.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board authorize an expenditure in excess of \$500,000 to vendors approved under the Cooperative Purchasing Agreement Oregon Child Nutrition Coalition in the amounts presented to the Board for each vendor for 2022-23 nutrition food and supplies.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

**Oregon Child Nutrition Coalition
Broadline Distributor RFP #2023-01
RFP and Agreement Confirmation**

The intent of this confirmation is to confirm award and performance commitment of the awardee for the services and pricing agreement(s) resulting from Oregon Child Nutrition Coalition (OCNC) Broadline Distributor RFP #2023-01

This and other documents of the RFP process will become components of contracts issued and entered into between the parties of Sysco Portland ("Distributor") and PK-12 districts and programs that maintain membership in the OCNC ("members") cooperative.

The RFP document states, "Notwithstanding anything in the RFP or supporting documents, Distributor reserves the right to negotiate the terms and conditions of a contract resulting from the RFP and nothing therein or herein limits Distributor's right to negotiate such terms and conditions." The following revisions to the terms and conditions have been agreed to and confirmed by the parties:

GENERAL TERMS AND CONDITIONS

12 Pricing Audits. *The following language is added and included:*

Support for the price audit may not be removed from the Distributor location where the price verification is conducted.

16. Remedies

OCNC Member Remedies: If the selected proposer is in default, in addition to remedies afforded elsewhere in this agreement, the OCNC member may recover any and all damages suffered as the result of the default as provided in ORS 72.7110 to 72.7170. The OCNC member may, at its option, pursue any or all of the remedies available to it under this agreement and at law or in equity, including, but not limited to:

a) Termination of the agreement;

b) Withholding all monies due for invoiced Goods or services that selected proposer has failed to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;

c) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; and

d) Exercise of its right of setoff, and withholding of monies otherwise due and owing in an amount equal to OCNC member's setoff without penalty to the member.

These remedies are cumulative to the extent the remedies are not inconsistent, and member may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

Proposer's Remedies: If an OCNC member terminates this agreement, or if the member is in default and whether or not selected proposer elects to exercise its right to terminate this agreement, in addition to any other remedies afforded under this Agreement, at law or in equity, the selected proposer:

(a) May recover against the OCNC member the unpaid purchase price for Goods delivered and accepted by member,

(b) May recover against the OCNC member the unpaid purchase price for any Specially Ordered Products or Proprietary Products remaining in proposer's inventory on the members behalf. These products may be ordered, in transit, or awaiting delivery to the customer at the time remedy is announced.

(c) with respect to services compensable on an hourly basis, recover unpaid invoices, hours worked but not yet billed, and authorized expenses for services completed and accepted by the member, and

(d) with respect to deliverable-based services, recover the sum designated for completing the deliverable multiplied by the percentage of services completed and accepted by the member, less previous amounts paid and any claim(s) which the member has against the selected proposer. If previous amounts paid to the proposer exceed the amount due to the proposer, the proposer shall pay any excess to the OCNC member upon written demand.

33 Annual Adjustment of Fixed Fee.

Renewal of the contract will be considered in March each year. Upon renewal of this contract, the fixed fee over cost may be increased or decreased based on the CPI for all Urban Consumers as calculated for the previous calendar year by using the CPI Inflation Calculator to derive the amount.

MISCELLANEOUS (New Language)

1. Definition of Cost. "Cost" is defined as the cost of the product as shown on the invoice to Distributor or an affiliated entity of Distributor ("Affiliate") that is controlled directly or indirectly by Sysco Corporation ("Parent") delivering the product (in either case, the "Operating Company"), plus, if the price on such invoice is not a delivered price, Applicable Freight (defined below). The invoice used to determine Cost of a product will be an invoice issued to Distributor from the seller of such product which may include suppliers, brokers, growers, packers, manufacturers, redistributors, consolidators, Affiliates, including Sysco Merchandising and Supply Chain Services, Inc. ("SMS"), or

any other source of Products (collectively, "Supplier"). Suppliers (including SMS and other Affiliates) set invoice prices of Products sold to the Distributor and may include an amount that reflects Earned Income for Merchandising Services (as such terms are defined below). In addition, for certain commodity products like produce,

SMS and other Affiliates may use replacement cost or current market average cost as its cost to the Distributor. Cost will not be reduced by Earned Income or cash discounts.

"Applicable Freight" means a per-case freight charge based on market conditions for moving products from the source to the Distributor. Applicable Freight charges may include: (i) common or contract carrier charges billed by any Supplier or a third party; (ii) common or contract carrier charges billed by a freight management service operated by Parent or Affiliates ("FMS") for third party carriage arranged by FMS; (iii) charges billed by FMS for shipments back hauled on trucks owned or leased by Parent or Affiliates; or (iv) charges such as fuel surcharges, cross-dock charges, unloading and restacking charges, container charges, air freight charges and other similar charges not included in Supplier's invoice cost that are required to bring product into the Distributor 's warehouse.

OCNC acknowledges that Parent may manage freight (through FMS or otherwise) and may charge Applicable Freight, which may include an amount in excess of the costs incurred in arranging the transportation that reflects compensation for managing freight; provided that Applicable Freight for any product will not exceed (i) the Supplier's normal freight charge to the Distributor to ship normal quantity requirements of such product (including a freight charge that is part of a delivered price) or (ii) if the Supplier does not provide freight service, the rate normally payable by the Distributor for inbound shipments of a similar quantity of product.

Merchandising Services. Parent and Affiliates, including SMS and Operating Companies, perform value-added services for Suppliers of SYSCO® Brand and other Products ("Merchandising Services"). These services include, but are not limited to, (i) supply chain services such as consolidation of Operating Company purchases from Suppliers, management of Supplier ordering processes, consolidation of payments by Operating Companies to Suppliers, processing claims by Operating Companies for Product loss and shortages, advanced inventory management, freight consolidation and management and other services associated with management of the total supply chain, (ii) quality assurance and

(iii) regional and national marketing and performance-based product marketing. Parent and Affiliates, including SMS, may recover the costs of providing Merchandising Services, may be compensated for these services and may retain any savings they may receive throughout the supply chain by utilizing their expertise, resources and capital, a portion of which is used to offset expenses already incurred. Parent considers such cost recovery, compensation and retained savings for Merchandising Services to be earned income ("Earned Income"). Earned Income takes many forms including promotional allowances, volume discounts, growth programs, marketing programs and any other payments from Suppliers and may be provided through rebates or other payments from the Supplier or through net pricing from Suppliers that reflects such Earned Income.

Parent may retain Earned Income, receipt of which does not reduce the Cost or sell price of any product. Earned Income does not include manufacturer promotional allowances for the period of the promotion that are intended to be passed along to OCNC and are shown on the face of the invoices used to determine Cost.

Controlled Price Products. There are a limited number of Products ("Controlled Price Products") that are governed by agreements with Suppliers binding upon the Distributor which establish the ultimate price at which the Distributor must sell the Product to OCNC ("Controlled Price Agreements"). Controlled Price Agreements are limited to bag-in-box products from Coca Cola North America and Pepsi Cola Company, products from Ecolab, Inc. and other products expressly agreed to in writing by the Distributor and OCNC. The sell price for Controlled Price Products shall be the amount prescribed (or calculated in accordance with) the applicable Controlled Price Agreement.

Supplier Agreements; Customer Contract Pricing. OCNC may provide Distributor with written evidence of the existence of all agreements it has with any Supplier for the purchase of Products to be distributed under this Agreement ("Supplier Agreements"), utilizing the supplier detail form provided by the Distributor (the "Supplier Detail Form"). Supplier Agreements include agreements for which the Supplier and OCNC have agreed on (i) allowances for the OCNC ("Supplier Allowances") or (ii) the guaranteed cost Supplier will charge a distributor for Product to be resold to the OCNC ("Supplier Guaranteed Distributor Cost"), which cost may be either delivered at Supplier plant or to Distributor. Products subject to Supplier Agreements are referred to herein as "Contracted Products". In determining the sell price of any Product covered by a Supplier Agreement, Distributor will replace Cost with Supplier Guaranteed Distributor Cost, plus, if Supplier Guaranteed Distributor Cost is not a delivered price, Applicable Freight.

Nothing herein prohibits or prevents available cost offsets as described in this section, at any time and for any reason, to be attributed to cost or extended pricing to the benefit of OCNC members.

2. Perishable Agricultural Commodities. Generally, all fresh and frozen fruits and vegetables which have not been processed beyond cutting, combining and/or steam blanching are considered perishable agricultural commodities as are oil blanched french fried potato products. All perishable agricultural commodities sold to Distributor are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1930 (PACA) (7 U.S.C. § 499e(c)). The seller of these commodities retains a trust claim over these commodities and all inventories of food or other products derived from these commodities until full payment is received.

3. Food Safety and Ground Beef. Distributor has developed a set of stringent standards for the production and packaging of ground beef and ground veal (the "Sysco Ground Beef and Veal Safety Standards"). Distributor will not be obligated to utilize any supplier of ground beef or ground veal that does not meet the Sysco Ground Beef and Veal Safety Standards, whether or not the ground beef or ground veal supplied by such supplier has been designated by OCNC.

This agreement is hereby signed by both OCNC and the awarded proposer, Sysco Portland, in agreement of the terms and conditions included in the *Instructions to Proposers* and acknowledges award of the OCNC Pricing Agreement to Sysco Portland on behalf of OCNC to provide agreed to services beginning the 2022-23 Fiscal Year, beginning July 1, 2022.

Member districts are responsible to follow individual procurement guidelines as per governing regulations and applicable local School Board Policies. To be effective, the member districts ordering instrument must specify the following language:

THIS PURCHASE IS SUBMITTED PURSUANT TO OCNC SOLICITATION #2023-01. THE PRICE AGREEMENT INCLUDING CONTRACT TERMS AND CONDITIONS AND SPECIAL CONTRACT TERMS AND CONDITIONS CONTAINED IN THE PRICE AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE AND SHALL APPLY TO THIS PURCHASE AND SHALL TAKE PRECEDENCE OVER ALL OTHER CONFLICTING TERMS AND CONDITIONS EXPRESSED OR IMPLIED.

Parties attest to and understand that this signature does not materially change the competition in the opportunity, award of contract or awarded amounts of the existing contract. This document codifies the award and engagement of Sysco Portland in fulfilling the services in the opportunity and contract.

For Sysco:

Nicole Doty

Nicole Doty, Contract and Bids Specialist

June 29, 2022

Date

For OCNC:

Nathan Roedel

Nathan Roedel, Executive Director

Cindi Hiatt-Henry

Cindi Hiatt-Henry, Executive Director

June 20, 2022

Date

To: Board of Directors

From: Dr. Christopher Ortiz, Deputy Superintendent

Prepared by: Debra Miller, Director of Special Education

Subject: Intergovernmental Agreement with David Douglas School District for Early Intervention/Early Childhood Special Education Services (EI/ECSE) for School Year 2022-2023

Policy: [Students with Disabilities - Child Identification Procedures – IGBA](#)

Date: August 24, 2022

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

Connection to School Board Core Beliefs and Commitments

Safety Equity Instructional Practice Organizational Culture

Strategic Plan Goal Topic 1: Marginalized Students

In order to give voice to our marginalized populations, we will remove barriers, hold high academic expectations, and elicit and honor all voices.

Summary:

The Douglas David School District Early Intervention/Early Childhood Special Education Services (EI/ECSE) Intake and Evaluation Team will act as the designated referral and evaluation agency for Reynolds School District. The EI/ECSE Intake and Evaluation Team will be responsible for ensuring all referred children aged birth to five years receive screening, and when necessary, evaluation for potential eligibility and services for EI/ECSE.

Previous Board Action:

The Board previously approved this agreement October 27, 2021 which expired June 30, 2022.

Background:

Oregon’s Early Intervention/Early Childhood Special Education (EI/ECSE) Services provides a seamless system to support the developmental and educational needs of children ages birth to five and their families. EI/ECSE programs ensure that children who qualify for special education receive a Free and Appropriate Public Education (FAPE) as required in the Individuals with Disabilities Act (IDEA).

Financial Implications:

The 2022-23 Budget includes allocation of funds in the amount of \$549,585.00.

Alternatives:

Reynolds School District could provide assessments at a higher cost than the estimated contract amount.

Staff Recommendation:

Staff recommends the Board approve the Intergovernmental Agreement with David Douglas School District for the services of providing Early Intervention/Early Childhood Special Education Evaluation Services on behalf of families in the Reynolds School District for school year 2022-2023.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board approve the IGA with David Douglas School District for the services of providing Early Intervention/Early Childhood Special Education Evaluation Services on behalf of families in Reynolds School District for school year 2022-2023.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote



DDSD Contract ID#	2223091
Contractor Contract ID#	RSD2223.053

INTERGOVERNMENTAL AGREEMENT (IGA)
between
David Douglas School District No. 40
and
Reynolds School District No. 7

Pursuant to authority granted in ORS Chapter 190, this Intergovernmental Agreement ("Agreement") is between **David Douglas School District No. 40**, a public school district of the State of Oregon (hereafter "DDSD") and **Reynolds School District No. 7**, a public school district of the State of Oregon (hereafter, "RSD"), each separately a "Party" and collectively "the Parties".

The Parties mutually agree as follows:

Term of Agreement. The initial Agreement term shall be July 1, 2022 through June 30, 2023.

Scope of Work. The Parties shall perform the work described in Exhibit 1.

Payment for Work. RSD shall make payments to DDSD as noted in Exhibit 2.

Agreement Documents. This agreement consists of the following documents, which are listed in descending order of precedence:

- This Intergovernmental Agreement document,
- Exhibit 1 - Scope of Work;
- Exhibit 2 – Compensation; and
- Exhibit 3 – RSD Insurance.

A conflict in the Agreement documents shall be resolved in the priority listed above with this Agreement taking precedence over all other documents. These Agreement documents are the entire agreement between the Parties and shall supersede any prior representation, written or oral.

STANDARD TERMS AND CONDITIONS

1. **Relationship.** DDSD and RSD intend that the relationship between the Parties to be at all times and for all purposes under this Agreement that of independent contractors. Each Party shall be responsible exclusively for their respective officers, employees and agents.
2. **Subcontracts and Assignments.** Neither Party shall subcontract or assign any part of the Agreement without the prior written approval of the other Party.
3. **Termination.** This Agreement may be terminated as follows unless otherwise specified herein:
 - a. **Mutual Agreement.** DDSD and RSD, by written mutual agreement, may terminate this Agreement at any time.

8. **Mutual Indemnity and Hold Harmless.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, as applicable to a local public body, DDSD shall indemnify, defend and hold harmless RSD, its officers, agents, and employees, from and against all liability, loss and costs arising out of or resulting from the negligent acts or omissions of DDSD, its officers, employees and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, as applicable to a local public body, RSD shall indemnify, defend and hold harmless DDSD, its officers, agents, and employees, from and against all liability, loss and costs arising out of or resulting from the negligent acts or omissions of RSD, its officers, employees and agents in the performance of this Agreement.
9. **Insurance.** RSD will provide proof of insurance coverage as provided in Exhibit 3.
10. **Governing Law.** The provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon. Any legal action involving any question arising under this Agreement must be brought in Multnomah County Circuit Court. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon. RSD AGREES TO THE JURISDICTION OF THESE COURTS.
11. **Work Performed on DDSD Property.** At all times when RSD or RSD's employees, agents, subcontractors, or officers are present on DDSD property or other location(s) for the purpose of providing service(s) under this Agreement, RSD and RSD's employees, agents, subcontractors, and officer must sign in at the location's main office to receive an in-school/building identification/visitor's badge and display the badge on their person at all times.
12. **Unsupervised Contact with Students and Criminal Background Checks.** Unsupervised contact with students means contact that provides the person opportunity and probability for person communication or touch with students when not under direct DDSD supervision. As required by ORS 181.534 and 326.603, RSD will work with DDSD to ensure that RSD's employees, officers, subcontractors, and agents will have no direct, unsupervised contact with students while at any DDSD school or other DDSD location(s). RSD will work with DDSD to ensure compliance with this requirement. When unsupervised contact with students is required under a contract with DDSD, before any work begins under this Agreement, RSD shall ensure, at its expense, that any person RSD assigns to perform services under the Agreement meets all the State of Oregon's and DDSD's criminal background check requirements. DDSD may add the cost of such fees to invoices to RSD under this Agreement, unless RSD elects to pay such fees directly. DDSD will ensure its employees performing services under this contract will meet all the State or Oregon's and DDSD's criminal background check requirements.
13. **Licenses.** At all times during the term of this agreement, RSD and DDSD represent that they have any and all currently required licenses, certifications or other evidence of the necessary skills, abilities, and professional knowledge needed to carry out the terms of this Agreement.
14. **Ownership of Work Product.** Any and all goods and services developed for DDSD pursuant to this Agreement are intended as works made for hire. Works made for hire are the exclusive property of DDSD. RSD hereby irrevocably assigns to DDSD all of its right, title, and interest in any and all of the work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. RSD forever waives any and all rights relating to the work product including any and all rights

arising under Title 17 USC section 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or modification.

15. **Merger Clause.** There are no covenants, promises, agreements, conditions, or understandings between the Parties, either oral or written, other than those contained in this Agreement and its Exhibit(s) as noted on page 1 of this agreement.
16. **Waiver, Severability.** Waiver of any default or breach under this Agreement by DDSD does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.
17. **Force Majeure.** Neither DDSD nor RSD shall be held responsible for delay or default caused by any contingency beyond its control, including, but not limited to war or insurrection, strikes or lockouts by the Parties' own employees, fires, natural calamities, riots, demands or requirements of governmental agencies other than DDSD or RSD.
18. **Representations.** RSD and DDSD represent and warrant that any and all work under this Agreement shall be performed in a good workmanlike manner and in accordance with the highest of professional standards.
19. **Employee, Agent, Subcontractor, or Officer Removal.** RSD will immediately remove any RSD employee, agent, subcontractor, or officer from performing any service(s) under this Agreement upon receipt of notification that DDSD determined, in DDSD's sole discretion, that removal of the employee, agency, subcontractor, or officer is in DDSD's best interest.
20. **Modification.** No waiver, consent, modification or change in the terms of this Agreement shall bind either Party unless in writing signed by both Parties. A written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. Handwritten revisions made to this Agreement, which are not initialed and dated by both Parties, shall be deemed to have been rejected.
21. **Joint authorship.** RSD has reviewed this Agreement and negotiated for change to any language that RSD found vague. Accordingly, anyone constructing and/or interpreting this Agreement shall not construe any of its terms strictly against either Party.
22. **Time is of the essence.** Time of the essence in all terms, provisions, covenants, and conditions contained in this Agreement and its attachments.
23. **Performance audit.** DDSD will conduct a performance audit to determine whether the terms, conditions, obligations, agreements and understandings of this Agreement are met.

24. **Notices.** All notices or demands of any kind required or desired to be given by DDSD or RSD must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective Party at the address listed below.

David Douglas School District No. 40
 Attn: Patt Komar
 Director of Administrative Services
 11300 NE Halsey St.
 Portland, OR 97220

Reynolds School District No. 7
 Attn: Danna Diaz
 Superintendent
 1204 NE 201st Avenue
 Fairview, OR 97024

I have read this Agreement including the attached Exhibit(s). I certify that I have the authority to sign and enter into this Agreement. I understand the Agreement and agree to be bound by its terms.

 David Douglas School District No. 40
 By: Patt Komar
 Director of Administrative Services

 Reynolds School District No. 7
 By: Danna Diaz, Superintendent

 Date

 Date

RSD Legal Approved: 7/19/2022
 Board Approved:
 Account Code: 100.1225.0310.041.320.000

EXHIBIT 1**SCOPE OF WORK**

The Parties agree that DDSD staff will provide Early Intervention/Early Childhood Special Education (EI/ECSE) Evaluation Services as provided in the following scope of work.

The DDSD EI/ECSE Intake and Evaluation Team will act as the designated referral and evaluation agency for RSD. The EI/ECSE Intake and Evaluation Team will be responsible for ensuring all referred children aged birth to five years of age receive screening, and when necessary, evaluation for potential eligibility and services for EI/ECSE.

The Team consists of EI/ECSE Evaluation Specialists, Speech and Language Pathologists, a Physical Therapist, an Occupational Therapist, intake personnel, and an interpreter if needed. The Team coordinates with Columbia Regional Program for hearing and vision evaluations.

DDSD EI/ECSE Evaluation Team will:

1. Develop interagency agreements for Child Find, screening and evaluations with community partner agencies.
2. Coordinate Child Find activities with community partner agencies to locate young children who may qualify for Early Intervention or Early Childhood Special Education Services
3. Gather and review records and schedule screenings and/or evaluations for all referred children.
4. Prepare files for all newly referred children.
5. Monitor record requests to outside agencies to ensure paperwork is received for completion of the evaluation/eligibility process.
6. Complete pre-evaluation conferences with parent(s)/caregiver(s) to determine areas of concern and develop an evaluation plan.
7. Conduct a comprehensive evaluation in the five developmental domains for EI and in specific areas of concern for ECSE within federal and state timelines.
8. Write evaluation reports and share results with the team, including parent(s) at an eligibility/IFSP meeting.
9. Complete eligibility process for EI/ECSE.
10. Review all transfer files to determine if additional testing is required for Oregon eligibility. Conduct pre-evaluation conferences and evaluations within 30 days of transfer.
11. Screen newly referred children, who are turning five years old by September 1, and who will be transitioning to kindergarten when they are referred after June 15.
12. Determine children eligible under a school-age disability category if they will be turning five during the school year and transitioning to kindergarten the following September 1.
13. Invite a RSD representative to participate in the eligibility/IFSP meetings for all children turning five by September 1 of the upcoming school year.
14. Forward copies of the eligibility statements to RSD for all 3, 4, and 5 year old children.
15. Complete the EI to ECSE transition evaluations and eligibility determinations for children in RSD.
16. Provide interpreter services for the intake, screening, evaluation, and eligibility process.
17. Coordinate under a separate contract support for RSD transition to kindergarten evaluations.
18. Share monthly referral and evaluation data.
19. Comply with all federal and state requirements for referral, screening, evaluation, and eligibility procedures.

20. Participate in ODE System Performance Review and Improvement for standards specific to referral, screening, evaluation and eligibility.
21. Bill Medicaid for screening and evaluation for children enrolled in Medicaid and whom are referred and found eligible.
22. If services of a school psychologist are required to complete an eligibility the costs would be covered through Medicaid funding.

RSD will:

1. Identify a liaison to coordinate with DDSD regarding the contract.
2. Submit payment for the evaluation team based on Exhibit 2.

The Parties jointly will:

1. Be mutually involved and cooperate in the planning and coordination of referral and evaluation services for children birth to five.
2. Avoid duplication of services whenever possible by coordinating efforts for Child Find, referral, screening and evaluation.
3. Arrange a meeting at any time if either district recognizes the staffing needs have changed.
4. Comply with laws and policies related to the confidentiality of information gathered about children and families.
5. Provide services in good faith and establish a system for conflict resolution.
6. Cooperate in program reviews and participate in advisory committees as requested by either Party.
7. Report all allegations of child abuse and neglect to child welfare.

DDSD Contract ID#	2223091
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EXHIBIT 2
COMPENSATION

DDSD will invoice RSD quarterly at the end of each calendar quarter on a pro-rata basis for early childhood/early intervention evaluations. The total cost of the evaluations to RSD will not exceed \$549,585 for 2022-23 based on 3.95 FTE + increase in supplies. RSD shall remit payment to DDSD within 30 days of receipt of the invoice.

RSD should direct billing questions to Accounts Receivable, David Douglas School District, Business Office, 11300 NE Halsey St., Portland, OR 97220, accounts_receivable@ddouglas.k12.or.us, 503-261-8220.

**EXHIBIT 3
RSD INSURANCE REQUIREMENTS**

RSD shall at all times maintain in force, at RSD's expense, each insurance noted below:

Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. RSD and all subcontractors of RSD with one or more employees must have this insurance unless exempt under ORS 656.027.

THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance.

Professional Liability/E&O insurance with a combined single limit of not less than \$500,000, \$1,000,000, \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$500,000, \$1,000,000, \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. This coverage must be provided and remain in force for two years after the completion of the contract.

Required Not required

Commercial General Liability insurance, on an occurrence basis, with a limit of not less than \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of \$1,000,000, \$2,000,000, 3,000,000. This insurance must include contractual liability coverage.

Required Not required

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

Required Not required

Additional Requirements. Coverage must be provided by an insurance company admitted to do business in Oregon or rated A- or better by Best's Insurance Rating. RSD shall pay all deductibles and retentions. A cross-liability clause or separation of insureds condition must be included in all commercial general liability policies required by this Contract. RSD's coverage will be primary in the event of loss.

Certificate(s) of Insurance Required. RSD shall furnish a current Certificate(s) of Insurance to DDSD prior to contract execution. The Certificate(s) shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days' written notice from the RSD's insurer to DDSD. The Certificate(s) shall also state the deductible or retention level. For commercial general liability, the Certificate shall also provide that DDSD, its agents, officers, and employees are Additional Insureds with respect to RSD's services to be provided under this Contract. An additional insured endorsement shall be attached to the Certificate of Insurance. No work shall commence until DDSD receives the certificate and additional insured endorsement. If requested, complete copies of insurance policies shall be provided to DDSD.

To: Board of Directors

From: Dr. Christopher Ortiz, Deputy Superintendent

Prepared by: Debra Miller, Director of Special Education

Subject: Intergovernmental Agreement (IGA) between David Douglas School District and Reynolds School District

Policy: [Special Education – IGBA](#)

Date: August 24, 2022

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

Connection to School Board Core Beliefs and Commitments

Safety Equity Instructional Practice Organizational Culture

Strategic Plan Goal Topic 1: Marginalized Students

In order to give voice to our marginalized populations, we will remove barriers, hold high academic expectations, and elicit and honor all voices.

Summary:

Intergovernmental Agreement (IGA) between Reynolds School District and David Douglas School District (DDSD) on behalf of Rosemary Anderson High School (RAHS) or Open School. The agreement states that David Douglas School District will provide Speech Language Pathology (SLP) services to Reynolds School District students attending either RAHS or Open School.

The proposed IGA covers services from July 1, 2022 through June 30, 2023. Staff is requesting Board authorization to enter into an Intergovernmental Agreement (IGA) with David Douglas School District (DDSD) on behalf of RAHS and Open School, for Speech Language Pathology (SLP) services to eligible Reynolds School District students through June 30, 2023.

Previous Board Action:

The Board approved the previous Intergovernmental Agreement (IGA) between David Douglas School District and Reynolds School District on January 26, 2022.

Background:

The DDSD SLP will provide services to eligible students including developing Individualized Education Plans (IEPs), providing instruction, providing consultation to classroom teachers, maintaining special education records, and complying with all federal and state requirements for referral, screening, evaluation, and eligibility procedures.

Financial Implications:

DDSD will invoice Reynolds School District at least quarterly based on services performed. Cost for services will be billed at \$87.10 per hour. Reynolds shall remit payment to DDSD within 30 days of receipt of the invoice.

Alternatives:

Reynolds School District students served under this IGA require a level of support only DDSD can provide at the present time.

Staff Recommendation:

Staff recommends that the Board authorize the District to enter into an IGA with David Douglas School District on behalf of RAHS or Open School.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board authorize the District to enter into an IGA with David Douglas School District on behalf of RAHS or Open School.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

DDSD Contract ID#	2223076
Contractor Contract ID#	

INTERGOVERNMENTAL AGREEMENT (IGA)
between
David Douglas School District No. 40
and
Reynolds School District No. 7

Pursuant to authority granted in ORS Chapter 190; this Intergovernmental Agreement ("Agreement") is between **DAVID DOUGLAS SCHOOL DISTRICT NO. 40**, a public school district of the State of Oregon, hereinafter ("DDSD") and **REYNOLDS SCHOOL DISTRICT NO. 7**, a public school district of the State of Oregon ("RSD"); each separately a "Party" and collectively "the Parties."

The Parties mutually agree as follows:

Term of Agreement. The initial Agreement term shall be July 1, 2022 through June 30, 2023.

Scope of Work. The Parties shall perform the work described in Exhibit 1.

Payment for Work. RSD shall make payments to DDSD as noted in Exhibit 2.

Agreement Documents. This agreement consists of the following documents, which are listed in descending order of precedence:

- This Intergovernmental Agreement document,
- Exhibit 1 - Scope of Work,
- Exhibit 2 – Compensation,
- Exhibit 3 – RSD Insurance, and
- Exhibit 4 – DDSD Insurance.

A conflict in the Agreement documents shall be resolved in the priority listed above with this Agreement taking precedence over all other documents. These Agreement documents are the entire agreement between the Parties and shall supersede any prior representation, written or oral.

STANDARD TERMS AND CONDITIONS

1. **Relationship.** DDSD and RSD intend that the relationship between the Parties to be at all times and for all purposes under this Agreement that of independent contractors. Each Party shall be responsible exclusively for their respective officers, employees and agents.
2. **Subcontracts and Assignments.** Neither Party shall subcontract or assign any part of the Agreement without the prior written approval of the other Party.
3. **Termination.** This Agreement may be terminated as follows unless otherwise specified herein:

- a. **Mutual Agreement.** DDSD and RSD, by written mutual agreement, may terminate this Agreement at any time.
 - b. **For Convenience upon 60 days written notice.** Either Party may terminate the Agreement for convenience upon 60 calendar days written notice, except that if the services provided under the contract relate to a provision of special education services, the effective date of termination of services shall be 60 school days after the date the individualized education program team determines that the student's placement will be changed unless prohibited by law. Termination shall not prejudice any right or obligation of the parties already accrued under the Agreement prior to the effective date of termination.
 - c. **Breach.** Either Party may terminate this Agreement in the event of a material breach by the other Party. To be effective, the Party seeking termination must give the other Party written notice of the material breach, what actions the Party seeking termination wants the other Party to take/complete in order to cure the material breach, and of its intent to terminate if the material breach is not cured within 15 calendar days. The breaching Party shall give the non-breaching Party written notice of the actions it took/takes to cure the material breach before the 15 calendar days to cure expires. If the breaching Party does not entirely cure the material breach within 15 calendar days from the date of the notice from the non-breaching Party, this Agreement shall automatically terminate, unless the Parties mutually agree in writing to extend the timeline to cure.
 - d. Termination by either Party shall not constitute a waiver of any claim either Party may assert against the other Party under the terms of this Agreement. DDSD shall not be liable for indirect or consequential damages arising or resulting from early termination of this Agreement.
4. **Access to Records.** Each Party shall have access to the books, documents and other records of the other which are related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
 5. **Confidentiality.** No reports, information, and/or data given to or prepared or assembled by the Parties under this Agreement shall be made accessible to any individual or organization by either Party without the prior written approval of the other Party, except as allowed by 20 USC 1232(g) (Family Educational Rights and Privacy Act, "FERPA").
 6. **FERPA Re-disclosure.** The Parties recognize that the Family Educational Rights and Privacy Act (FERPA) imposes strict penalties for improper disclosure or re-disclosure of confidential student information including but not limited to denial of access to personally identifiable information from education records for at least five years (34 CFR 99.33(e)). Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by the Parties in the performance of this Agreement may not be re-disclosed to third parties without written consent of the students' parent/guardian and must be used only for the purposes identified in this Agreement.
 7. **Compliance with Applicable Law.** Each Party shall comply with all federal, state, and local laws and all regulations and administrative rules established pursuant to those laws applicable to public contracts and to the work done under this Agreement.

8. **Mutual Indemnity and Hold Harmless.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, as applicable to a local public body, DDSD shall indemnify, defend and hold harmless RSD, its officers, agents, and employees, from and against all liability, loss and costs arising out of or resulting from the negligent acts or omissions of DDSD, its officers, employees and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, as applicable to a local public body, RSD shall indemnify, defend and hold harmless DDSD, its officers, agents, and employees, from and against all liability, loss and costs arising out of or resulting from the negligent acts or omissions of RSD, its officers, employees and agents in the performance of this Agreement.
9. **Insurance.** RSD will provide proof of insurance coverage as provide in Exhibit 3.
10. **Governing Law.** The provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon. Any legal action involving any question arising under this Agreement must be brought in Multnomah County Circuit Court. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon. RSD AGREES TO THE JURISDICTION OF THESE COURTS.
11. **Unsupervised Contact with Students and Criminal Background Checks.** Unsupervised contact with students means contact that provides the person opportunity and probability for person communication or touch with students when not under direct DDSD supervision. As required by ORS 181.534 and 326.603, RSD will work with DDSD to ensure that RSD's employees, officers, subcontractors, and agents will have no direct, unsupervised contact with students while at any DDSD school or other DDSD location(s). RSD will work with DDSD to ensure compliance with this requirement. When unsupervised contact with students is required under a contract with DDSD, before any work begins under this Agreement, RSD shall ensure, at its expense, that any person RSD assigns to perform services under the contract meets all the State of Oregon's and DDSD's criminal background check requirements. DDSD will ensure its employees performing services under this contract will meet all the State or Oregon's and DDSD's criminal background check requirements.
12. **Licenses.** At all times during the term of this agreement, RSD and DDSD represent that they have any and all currently required licenses, certifications or other evidence of the necessary skills, abilities, and professional knowledge needed to carry out the terms of this Agreement.
13. **Merger Clause.** There are no covenants, promises, agreements, conditions, or understandings between the Parties, either oral or written, other than those contained in this Agreement and its Exhibit(s) as noted on page 1 of this agreement.
14. **Waiver, Severability.** Waiver of any default or breach under this Agreement by DDSD does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.

15. **Force Majeure.** Neither DDSD nor RSD shall be held responsible for delay or default caused by any contingency beyond its control, including, but not limited to war or insurrection, strikes or lockouts by the Parties' own employees, fires, natural calamities, riots, demands or requirements of governmental agencies other than DDSD or RSD.
16. **Representations.** RSD and DDSD represents and warrant that any and all work under this Agreement shall be performed in a good workmanlike manner and in accordance with the highest of professional standards.
17. **Employee, Agent, Subcontractor, or Officer Removal.** DDSD will immediately remove any DDSD employee, agent, subcontractor, or officer from performing any service(s) under this Agreement upon receipt of notification that RSD determined, in RSD's sole discretion, that removal of the employee, RSD, subcontractor, or officer is in RSD's best interest.
18. **Modification.** No waiver, consent, modification or change in the terms of this Agreement shall bind either Party unless in writing signed by both Parties. A written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. Handwritten revisions made to this Agreement, which are not initialed and dated by both Parties, shall be deemed to have been rejected.
19. **Joint authorship.** RSD has reviewed this Agreement and negotiated for change to any language that RSD found vague. Accordingly, anyone constructing and/or interpreting this Agreement shall not construe any of its terms strictly against either Party.
20. **Time is of the essence.** Time of the essence in all terms, provisions, covenants, and conditions contained in this Agreement and its attachments.
21. **Performance audit.** DDSD will conduct a performance audit to determine whether the terms, conditions, obligations, agreements and understandings of this Agreement are met.
22. **Notices.** All notices or demands of any kind required or desired to be given by DDSD or RSD must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective Party at the address listed below.

David Douglas School District
 Attn: Patt Komar
 Director of Administrative Services
 11300 NE Halsey St.
 Portland, OR 97220

Reynolds School District
 Attn: Matt Bennett
 Director of Special Education
 1204 NE 201st Ave.
 Fairview, OR 97024

SIGNATURES ON NEXT PAGE

DDSD Contract ID#	2223076
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I have read this Agreement including the attached Exhibit(s). I certify that I have the authority to sign and enter into this Agreement. I understand the Agreement and agree to be bound by its terms.

David Douglas School District
Patt Komar
Director of Administrative Services

Reynolds School District

Date

Date

EXHIBIT 1

SCOPE OF WORK

The Parties agree that DDSD staff will provide Speech Language Pathology (SLP) Services to Reynolds School District students attending either Rosemary Anderson High School (RAHS) or Open School.

DDSD will ensure that the speech language pathologist is appropriately licensed.

The designated DDSD SLP will provide the following services:

1. Develop Individualized Education Plans (IEPs) for eligible students.
2. Provide appropriate SLP instruction to eligible students as per the IEP.
3. Provide consultation to classroom teachers regarding specific student needs.
4. Maintain accurate and timely special education records for each student.
5. Comply with all federal and state requirements for referral, screening, evaluation, and eligibility procedures.

Reynolds SD will:

1. Identify a liaison to coordinate with DDSD regarding the contract.
2. Provide for any other specially designed instruction or related services required by the IEP for their students and be responsible for FAPE and due process for its students.

The Parties jointly will:

1. Be mutually involved and cooperate in the planning and coordination of referral and evaluation services for children.
2. Avoid duplication of services whenever possible by coordinating efforts for Child Find, referral, screening and evaluation.
3. Arrange a meeting at any time if either district recognizes the staffing needs have changed.
4. Comply with laws and policies related to the confidentiality of information gathered about children and families.
5. Provide services in good faith and establish a system for conflict resolution.
6. Cooperate in program reviews and participate in advisory committees as requested by either Party.
7. Report all allegations of child abuse and neglect to child welfare.

DDSD Contract ID#	2223076
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EXHIBIT 2
COMPENSATION

DDSD will invoice RSD at least quarterly at the end of each calendar quarter based on services performed. Cost for services will be billed at \$87.10 per hour. RSD shall remit payment to DDSD within 30 days of receipt of the invoice.

RSD should direct billing questions to Accounts Receivable, David Douglas School District, Business Office, 11300 NE Halsey St., Portland, OR 97220, (503) 261-8220, accounts_receivable@ddouglas.k12.or.us.

**EXHIBIT 3
RSD INSURANCE REQUIREMENTS**

RSD shall at all times maintain in force, at RSD's expense, each insurance noted below:

Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. RSD and all subcontractors of RSD with one or more employees must have this insurance unless exempt under ORS 656.027.

THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance.

Professional Liability/E&O insurance with a combined single limit of not less than \$500,000, \$1,000,000, \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$500,000, \$1,000,000, \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. This coverage must be provided and remain in force for two years after the completion of the contract.

Required by DISTRICT Not required by DISTRICT

Commercial General Liability insurance, on an occurrence basis, with a limit of not less than \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of \$1,000,000, \$2,000,000, 3,000,000. This insurance must include contractual liability coverage.

Required by DISTRICT Not required by DISTRICT

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

Required by DISTRICT Not required by DISTRICT

Additional Requirements. Coverage must be provided by an insurance company admitted to do business in Oregon or rated A- or better by Best's Insurance Rating. RSD shall pay all deductibles and retentions. A cross-liability clause or separation of insureds condition must be included in all commercial general liability policies required by this Contract. RSD's coverage will be primary in the event of loss.

Certificate(s) of Insurance Required. RSD shall furnish a current Certificate(s) of Insurance to the DISTRICT prior to contract execution. The Certificate(s) shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days' written notice from the RSD's insurer to the DISTRICT. The Certificate(s) shall also state the deductible or retention level. For commercial general liability, the Certificate shall also provide that the DISTRICT, its agents, officers, and employees are Additional Insureds with respect to RSD's services to be provided under this Contract. An additional insured endorsement shall be attached to the Certificate of Insurance. No work shall commence until the District receives the certificate and additional insured endorsement. If requested, complete copies of insurance policies shall be provided to the DISTRICT.

In Lieu of Insurance. In lieu of the insurance policies required by this Section, AGENCY may provide coverage through self-insurance or a self-insured retention plus insurance. If AGENCY elects to provide such coverage, it must do so in an amount and with coverage at least equal to the requirements of this Section in a form acceptable to the DISTRICT. AGENCY shall provide proof of self-insurance to DISTRICT before this Contract takes effect and thereafter upon request by the DISTRICT. AGENCY shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the coverage without 30 days' written notice from the AGENCY to DISTRICT. DISTRICT will provide proof of insurance coverage to AGENCY.

**EXHIBIT 4
DDSD INSURANCE REQUIREMENTS**

DDSD shall at all times maintain in force, at DDSD's expense, each insurance noted below:

Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. DDSD and all subcontractors of DDSD with one or more employees must have this insurance unless exempt under ORS 656.027.

THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance.

Professional Liability/E&O insurance with a combined single limit of not less than \$500,000, \$1,000,000, \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$500,000, \$1,000,000, \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. This coverage must be provided and remain in force for two years after the completion of the contract.

Required by DISTRICT Not required

Commercial General Liability insurance, on an occurrence basis, with a limit of not less than \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of \$1,000,000, \$2,000,000, 3,000,000. This insurance must include contractual liability coverage.

Required Not required

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

Required Not required

Additional Requirements. Coverage must be provided by an insurance company admitted to do business in Oregon or rated A- or better by Best's Insurance Rating. DDSD shall pay all deductibles and retentions. A cross-liability clause or separation of insureds condition must be included in all commercial general liability policies required by this Contract. DDSD's coverage will be primary in the event of loss.

Certificate(s) of Insurance Required. DDSD shall furnish a current Certificate(s) of Insurance to RSD prior to contract execution. The Certificate(s) shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days' written notice from the DDSD's insurer to the DISTRICT. The Certificate(s) shall also state the deductible or retention level. For commercial general liability, the Certificate shall also provide that the RSD, its agents, officers, and employees are Additional Insureds with respect to DDSD's services to be provided under this Contract. An additional insured endorsement shall be attached to the Certificate of Insurance. No work shall commence until the RSD receives the certificate and additional insured endorsement. If requested, complete copies of insurance policies shall be provided to the RSD.

To: Board of Directors

From: Dr. Christopher Ortiz, Deputy Superintendent

Prepared by: Steven Gallagher, Custodial Services Supervisor

Subject: Intergovernmental Agreement with Vancouver School District

Policy: [District Purchasing – DJ](#)

Date: August 24, 2022

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

Connection to School Board Core Beliefs and Commitments

Safety Equity Instructional Practice Organizational Culture

Strategic Plan Goal Topic 3: Student and Staff Wellness

We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

Summary:

Attached are the following documents:

- Proposed Intergovernmental Agreement (IGA) with Vancouver School District
- Notice of Intent to Enter into Contracts through an Interstate Cooperative Procurement

Through price comparisons for custodial and maintenance supplies needed to clean and operate district schools and work sites, the District will utilize Vancouver School District pricing for custodial and maintenance supplies.

Legal counsel has reviewed the procurement process and the IGA and has provided guidance on the process for the cooperative procurement agreement.

Staff is requesting the Board authorize an IGA with Vancouver School District in order to allow for cooperative purchasing by the District under their procurement agreements for custodial and maintenance supplies.

Previous Board Action:

An Intergovernmental Agreement with Vancouver School District was previously approved at the June 8, 2017 Board meeting.

Background:

Research was conducted to obtain the best pricing available for custodial and maintenance supplies. It was determined that the best pricing could be obtained on products already purchased through an IGA with Vancouver School District.

The Request for Proposal (RFP) and bid documents were obtained from Vancouver School District and routed to legal counsel. Legal review was completed and it was determined that Oregon’s and Washington’s competitive bid processes were substantially similar and met the legal test for procurement requirements.

As the RFPs did not list Reynolds School District specifically, the District must comply with the notice provisions located in ORS 279A.220(2)(b)(B) whereby the District notify the public of its intent to procure under an agreement, the amount estimated to be expended, and provide the opportunity for comment prior to executing the price agreement.

The required notice has been drafted and the legal review completed (attached for reference). The Notice will be published in the Gresham Outlook upon Board approval of the IGA and the required notice period will be required to expire before the agreement is signed and returned to the Vancouver School District.

Financial Implications:

The 2022-2023 Budget includes the appropriations necessary to complete the procurement of materials and supplies for custodial and maintenance for the school year.

Procurement will not be limited to vendors under contract with the Vancouver School District, and pricing comparisons will be completed on an ongoing basis to secure the best pricing for purchases.

Participating in cost savings through a cooperative procurement agreement is in the best interest of the District to obtain the most cost-efficient pricing available at any given time.

Alternatives:

Not Applicable

Staff Recommendation:

Staff recommends the Board authorize staff to execute the Intergovernmental Agreement with the Vancouver School District as proposed upon completion of the requisite notice period.

Motion:

- A. Motion Made by Board Member:
 - a. I move the Board authorize staff to execute the Intergovernmental Agreement with the Vancouver School District as proposed upon completion of the requisite notice period.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

**INTERGOVERNMENTAL COOPERATIVE PURCHASING
A G R E E M E N T**

Pursuant to Chapter 39.34 of the Revised Code of Washington and to other applicable laws, the Vancouver School District and the **Reynold School District #7**, hereby agree to enter into cooperative agreements and to establish and maintain a joint purchasing agency for the purchase of various equipment and services under the following terms and conditions.

(1) This Agreement pertains to bids and contracts for supplies, material, equipment or services that may be required from time to time by both The Vancouver School District and the **Reynold School District #7**.

(2) Each of the parties from time to time goes out to public bid and contracts to purchase supplies, material, equipment, and services. Each of the parties hereby agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider.

(3) Each of the parties shall comply with all applicable laws and regulations governing its own purchases.

(4) Each of the parties shall contract directly with the bidder, contractor, vendor, supplier, or service provider, and pay directly in accordance with its own payment procedures for its own purchases. Each party will indemnify and hold the other party harmless as to any claim arising out of its participation in this Agreement.

(5) Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation to either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.

(6) No separate legal or administrative entity is intended to be created pursuant to this Agreement. No obligation, except as stated herein, shall be created between the parties or between the parties and any applicable bidder or contractor.

(7) The Purchasing Manager of the Vancouver School District and **CFO/COO** for the **Reynold School District #7** shall be representatives of the entities for carrying out the terms of this Agreement.

(8) This Agreement shall continue in force until **September 30, 2027** or canceled by either party, which cancellation may be effected upon receipt by one of the parties of the written notice of cancellation of the other party.

APPROVED:

APPROVED:

Vancouver School District No. 37
PO Box 8937
Vancouver, WA 98668-8937

Reynold School District #7

President
Board of Directors

Title: _____

Secretary
Board of Directors

Title: _____

Date

Date

RSD Legal Approved: 7/18/2022
Board Approved:

Action Item

Recommendation to Approve Award of RFP No. 2019-025 – Custodial Work Management System and Custodial Supplies

Rationale:

Request for Proposal (RFP) No. 2019-025 for a custodial work management system and custodial supplies was advertised May 14, 2019 and May 21, 2019 and posted to the Vancouver School District (District) website for the duration of the open period. One (1) response was received at the RFP opening on June 4, 2019.

Under this contract the District is granted access to the vendor's custodial work management software program for the purpose of improving custodial efficiency and labor cost reduction. The Hillyard Cleaning Cost Analysis Program (CCAP) allows District maintenance staff to generate reports on budgets, expenditures, labor management, and supplies consumed. The program also performs cost analyses for specific tasks and measures the level of facility cleanliness. The awarded vendor will also be required to provide all known and unknown custodial supplies and equipment required to fully utilize the custodial work management program. This RFP will allow the District the flexibility to increase or decrease purchases of produce in conformity with actual requirements of schools and departments.

Contract Period:

The recommendation is for one year with the option to extend the contract for four additional one-year periods. Staff will evaluate the awarded vendor's performance at the end of each contract period and will recommend a contract renewal or re-bid for each optional one-year contract period. This recommendation constitutes the first year of a five-year contract for the purchase of custodial supplies to meet District requirements for the 2019-2020 school year.

Bid Tabulation:

A vendor bid tabulation listing specific unit prices, insurance coverage, experience and expertise, method of performance, references, terms offered, and award related comments are on file in the purchasing department.

Cooperative Bid/Interlocal Agreement:

Vancouver School District has taken the lead to cooperatively bid the Hillyard Cleaning Cost Analysis Program (CCAP) and related cleaning supplies on behalf of other school districts and public agencies in Washington and Oregon in an attempt to generate a large dollar volume of purchases at the lowest unit costs available. This contract shall include the requirements of the Vancouver School District only. School districts and public agencies that choose to utilize this contract will be required to execute an Intergovernmental Cooperative Purchasing Agreement with the Vancouver School District to satisfy legal requirements.

Recommendation to Approve Award of RFP #2019-025**Page 2****Technical Evaluation:**

The evaluation committee has completed a comprehensive review and evaluation of the vendor's proposal utilizing the evaluation method and criteria clearly stated in the RFP documents. The proposal was received from Walter E. Nelson. The vendor's proposal was evaluated and scored in various weighted point criteria including overall cost, distribution methods and procedures, online ordering system, ability to support the agreement, and overall RFP response with a recommended award to the vendor with the highest score. The evaluation showed that Walter E. Nelson met all District requirements. Walter E. Nelson is the District's current vendor for custodial supplies and has provided a high level of service over the past contract terms.

Vendor/Itemized Evaluation:

Based upon the committee's review and evaluation of the proposal, staff recommends the RFP be awarded to Walter E. Nelson of Portland, Oregon for custodial supplies covered under this RFP. Walter E. Nelson offered the lowest estimated annual total for all produce products at \$420,000 for the 2019-2020 school year, met all District requirements, and has offered firm unit prices for produce products through the first year of the purchase agreement.

Reviewed by the Superintendent's Administrative Contracts Committee: YES**Funding Source:** General Fund**Recommendation:**

That the Board of Directors approve the RFP award for the purchase of custodial supplies to Walter E. Nelson, in the estimated amount of \$420,000 for the 2019-2020 school year with the option to renew for four (4) additional one-year periods and further authorize staff to adjust quantities to meet actual District requirements throughout the purchase agreement at the unit prices and terms awarded under this RFP.



As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

To: Board of Directors

From: Dr. Christopher Ortiz, Deputy Superintendent

Prepared by: Candice Vickers, Executive Director of Student & Family Services

Subject: Alternative Education Programs

Policy: [Special Education – Free Appropriate Public Education – IGBAJ](#)

Date: August 24, 2022

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

Connection to School Board Core Beliefs and Commitments

Safety Equity Instructional Practice Organizational Culture

Strategic Plan Goal Topic 1: Marginalized Students

In order to give voice to our marginalized populations, we will remove barriers, hold high academic expectations, and elicit and honor all voices.

Summary:

Reynolds School District Board Policy IGBHA requires the Board to be presented a list of alternative education programs annually for approval.

Previous Board Action:

The Board approved alternative education programs last school year 2021-22.

Background:

The District strives to provide services to all students and recognizes different student needs create the need for multiple programs that best suit student needs as they complete their education.

During the 2021-22 school year, Reynolds School District students were served in outside placements as follows:

- Arata Creek School (MESD) 9
- Burlingame Creek School (MESD) 12
- Functional Life Skills Program (MESD) 7
- Columbia Regional Deaf & Hard of Hearing Program 6
- Four Creeks School (MESD) 6
- Helensview School (MESD) 1
- Knott Creek School (MESD) 9
- Mt. Hood Community College GED Program 1

- Mt. Hood Community College, Middle College Program 42
- Open School 9
- Oregon School for the Deaf 1
- POIC/Rosemary Anderson 6
- Serendipity Center 10

Proposed Alternative Education Programs for 2022-2023:

- Arata Creek School (MESD)
- Burlingame Creek School (MESD)
- Functional Life Skills Program (MESD)
- Columbia Regional Deaf & Hard of Hearing Program
- Four Creeks School (MESD)
- Helensview School (MESD)
- Knott Creek School (MESD)
- Mt. Hood Community College GED Program
- Mt. Hood Community College, Middle College Program
- Open School
- Oregon School for the Deaf
- POIC/Rosemary Anderson
- Serendipity Center
- Metro East Web Academy

Financial Implications:

Program costs vary by the level of service provided. Each time the Board is asked to authorize a contract with one of the programs or providers, financial implications for the contract will be reported to the Board for the particular Board action item.

Alternatives:

Currently, there are limited facilities that provide all of the services that students need.

Staff Recommendation:

Staff recommends the Board approve the proposed 2022-23 alternative education programs for participation by Reynolds School District students.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board approves the 2022-2023 alternative education programs for participation by RSD students.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

To: Board of Directors

From: Dr. Christopher Ortiz, Deputy Superintendent

Prepared by: Hank Bauer, Administrative Analyst to the Deputy Superintendent

Subject: Metro East Web Academy Memorandum of Understanding

Policy: [Establishment of Alternative Education Programs – IGBHB](#)

Date: August 24, 2022

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

Connection to School Board Core Beliefs and Commitments

Safety Equity Instructional Practice Organizational Culture

Strategic Plan Goal Topic 1: Marginalized Students

In order to give voice to our marginalized populations, we will remove barriers, hold high academic expectations, and elicit and honor all voices.

Summary:

This Memorandum of Understanding (MOU) is to establish Metro East Web Academy as an Alternative Education Placement for up to 10 Reynolds School District resident students for School Year (SY) 2022-23.

Previous Board Action:

The Board previously approved an MOU with Metro East Web Academy in November 2021.

Background:

This agreement allows District Administration to place Reynolds' students at Metro East Web Academy as an Alternative Education Program. This option will be used very infrequently and only when determined as the best placement.

Financial Implications:

Reynolds School District will pay Metro East Web Academy \$49 per day for each MOU student during the academic year. This is equal to 95% of the ADMw rate for Reynolds School District based on 179 days of the academic year.

Alternatives:

The alternative is to provide other educational options for students that can no longer attend a Reynolds school.

Staff Recommendation:

Staff recommends that the Board authorize the District to authorize the MOU between Reynolds School District and Metro East Web Academy.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board authorize the District to enter into an MOU between Reynolds School District and Metro East Web Academy.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is between the **Metro East Web Academy, (MEWA)** an Oregon public charter school and nonprofit corporation, 50 NW 5th Street, Gresham, OR 97030 (MEWA) and the **Reynolds School District (School District)**, 1204 NE 201st Ave, Fairview, OR 97024-2499, an Oregon school district. The MOU is a cooperative educational agreement for the benefit of both parties and the students and families they represent.

1. Purpose. The purpose of the MOU is to provide School District with a virtual option to offer to its students by recommending MEWA.
2. Term. The Effective Date for the MOU is September 1, 2022. The ending date of the MOU is June 30, 2023, unless terminated earlier as described at Section 3.
3. Termination. The MOU may be terminated by either party with thirty (30) days written notice. On termination, School District will pay all amounts due MEWA to the date of termination.
4. Designation of students. Any student who is a resident of the School District and the School District recommends the student to attend MEWA after the Effective Date and during the term of the MOU is considered a “MOU student”. MEWA agrees to provide School District with educational services to ten (10) MOU students. This number may be increased by mutual agreement between the parties.
5. Referral. School District will use MEWA as an alternate placement option for virtual learning education to students. School District will provide to MEWA the name and contact information of each student or parents/guardians, as permitted by FERPA. School District will provide to MEWA the name and contact information of each student or parents/guardians attending a virtual school other than MEWA, as permitted by FERPA. This information can be emailed David Gray, Executive Director at gray@mewebacademy.org. MEWA may contact these students and/or parents/guardians directly.
6. Enrollment. Each MOU student will remain enrolled in School District while receiving educational services from MEWA during the term of this MOU.
7. Educational Program. MEWA is responsible for MOU students’ education according to state and federal law and the charter agreement MEWA entered into with Gresham-Barlow School District. MOU students are expected to meet state and MEWA academic, behavioral and other standards established for all MEWA students. MOU students are required to participate in local and state assessments in the same manner as all MEWA students and in accordance with law. MOU students will receive their diploma from School District upon completion of the required course of study and may participate in School District graduation.
8. Student Educational Records. MEWA will create and maintain student education records as required by state and federal law. School District agrees to timely provide student records to MEWA upon request and to expedite the transfer of student records, if possible.

9. Financial.

- a. School District agrees to pay MEWA \$49 per day for each MOU student during the academic year, which is equal to 95% of ADMw rate for School District (11/2/21) based on 179 days of the academic year. The daily rate applies to each MOU student until School District withdraws a MOU student from educational services provided by MEWA. MEWA will communicate with School District when any MOU student is absent from MEWA for the time-period considered eligible for unenrollment according to law.
- b. MEWA will invoice School District for the total amount owed each month.
- c. School District will pay amounts owing to MEWA each month within 30 days of receiving the invoice from MEWA.

10. Dispute Resolution. Both parties agree to be available at mutually agreeable times for continuing consultation to discuss this cooperative educational agreement and any future cooperative agreement and agree to act in cooperative ways to fulfill the intent of the MOU. In the event of any disagreement, the parties agree to work toward resolution including using a facilitator or mediator, if needed, or will mutually agree to end this relationship in a way least disruptive to students and with services and payments made to the date of termination.

11. Confidentiality. The parties agree to not disclose or discuss the terms of the MOU to anyone outside of MEWA and School District, unless required by law. School District agrees to not discuss a similar arrangement as provided in the MOU with any other virtual charter public school.

Effective this 1st day of September 2022

Metro East Web Academy

Reynolds School District

David L. Gray Ph.D., Executive Director

Dated: _____

Dated: _____



As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

To: Board of Directors

From: Dr. Christopher Ortiz, Deputy Superintendent

Prepared by: Jelena Doney, Executive Assistant to the Deputy Superintendent

Subject: Four Corners Office & Edgefield Building H Office Renovations, Middle School Tracks Resurfacing Related to COVID-19

Policy: [Temporary District Facilities – FJ](#)

Date: August 24, 2022

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

Connection to School Board Core Beliefs and Commitments

- Safety Equity Instructional Practice Organizational Culture

Strategic Plan Goal Topic 3: Student and Staff Wellness

We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

Summary:

As a result of overcrowding at the District Office, and in response to COVID safety protocols, the Division of Operations sought out, and is pending approval for, ESSER funding to renovate the Four Corners Building, Edgefield Building H, and resurface the three Middle School tracks (H.B. Lee Middle School, Reynolds Middle School, and Walt Morey Middle School). The two office locations will be used for:

Four Corners:

- Community Transition Program (CTP)
- Student & Family Services
 - Executive Director of Student & Family Services
 - Director of Equity and Student Success
 - Department of Multilingual Education
 - Department of Student Information Management and Records
 - Department of Special Education
 - Talented and Gifted Education Program
 - School Climate & Culture Program
 - District Social Workers and McKinney-Vento program

Edgefield Building H:

- Human Capital Management 378

By moving the above programs into the office space, staff will be able to maintain appropriate social distancing and have sufficient meeting/conference space.

Resurfacing the three middle school tracks will support and improve student wellness and safety, especially by encouraging middle school athletics to return.

Previous Board Action:

Not Applicable

Background:

Four Corners was unexpectedly vacated by Multnomah Education Service District (MESD) which was leasing the building from Reynolds School District for use as Four Creeks School. The District Office has continually grown with additional staff, especially in the Division of Student & Family Services. Having Four Corners available allows Student & Family Services staff to be together in one building versus spread out on various District Office campuses. CTP is a better fit at Four Corners compared to its current location at Edgefield Building H. Four Corners can offer CTP a location for showers for students, a fully comprehensive nursing station, a full-service kitchen and is more convenient for students to access Tri-Met transportation services.

All three middle schools plan to restart athletics available to students beginning School Year 2022-23. Track and field will be available at all three middle schools creating a need for newly resurfaced tracks.

Financial Implications:

The total estimated cost of these three projects is \$1,500,000. These projects are all funded by ESSER.

Alternatives:

Suitable office space for staff and high-quality athletic running tracks for middle school students will be impacted by not approving the expenditures.

Staff Recommendation:

Staff recommends that the Board approves the expenditures for the renovations at Four Corners, Building H at Edgefield, and Middle Schools track resurfacing in response to needs for increased space and quality athletic facilities due to COVID-19.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board approves the expenditures for Four Corners Building, Edgefield Building H, and Middle School track resurfacing.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

To: Board of Directors

From: Dr. Sara Hahn-Huston, Executive Director of the Office of Schools

Prepared by: Elizabeth Pomykala, Administrative Assistant to the Office of Schools

Subject: Trading Up Overnight Field Trip Request to Salem and Eugene Oregon for Marathon Coach and IBEW

Policy: [Field Trips and Special Events - IICA](#)

Date: August 24, 2022

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

Connection to School Board Core Beliefs and Commitments

Safety Equity Instructional Practice Organizational Culture

Strategic Plan Goal Topic 3: Student and Staff Wellness

We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

Summary:

RLA Trades School-To-Career Co-Curricular Activity for RV Manufacturing for onsite hands-on training. The Reynolds Learning Academy students will meet and learn from professionals at Marathon Coach manufacturing who specialize in building large-scale custom RVs. The students will receive a tour of the site, an orientation of entry requirements, and partners, and utilize tools of each of the trades. These sites are unique and specialists in their area, expanding potential trade careers for Trades graduates.

Previous Board Action:

Similar to trades trips in the past and approved by the board over the past twenty years.

Background:

This trip is a new experience and will allow Reynolds Learning Academy’s students to network and develop skills from professionals within this specific Labor community.

Financial Implications:

Allocated and budgeted items from the RLA measure 98 funds.

Alternatives:

Not Applicable

Staff Recommendation:

RLA and Trading Up Staff recommend approval of the proposal for the Trading Up overnight trip to the Willamette Valley of Oregon.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board approve the Trading Up overnight trip as proposed.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote



Field Trips and Special Events**

The board recognizes the educational value of field trips and co-curricular activities involving transportation. The board is also accountable for expenditures and the effective and legal use of district vehicles. Therefore, all trips and costs must be approved within the following policy:

1. Principals, by delegation from the superintendent, may authorize the use of district vehicles for educational field trips and state sanctioned co-curricular activities for which funds have been budgeted.

Principals may also authorize the use of district vehicles for other school-related activities. Expenses for such activities shall be paid by the participants or student organizations;

2. Overnight trips shall have the approval of the principal and be brought to the attention of the superintendent. Parents shall be provided an itinerary and give permission for student participation prior to the trip. Expenses for unbudgeted trips must be paid by the participants or student organizations;
3. Trips over an extended number of days require approval from the principal and the superintendent. Expenses are to be paid by the participants or student organizations. Use of district vehicles must be approved by the superintendent.

Emergency procedure plans and itineraries must be filed with the superintendent and the principal prior to the trip;

4. Scheduled departure times shall be maintained. Planned refreshment stops may be made on long trips. Discretion must be exercised in the duration of such stops. Refreshment stops must no unduly delay the return of the bus to the school;
5. Chaperons will maintain discipline and are responsible for the safety of students on educational field trips and co-curricular activity trips. However, bus drivers shall have the ultimate authority involving safety and disciplinary decisions relating to travel;
6. Students demonstrating unruly behavior may be prohibited from participating in future educational field trips or co-curricular trips. Disciplinary action is the responsibility of the principal or designee;
7. Students attending school functions via school transportation will return by the same transportation. The only exception will be if a parent requests, in person, of the supervisor that the student return with the parent;

8. Trips occurring outside the school year require the approval of the principal, the superintendent and the board. Expenses for such trips shall be paid by the participants or student organizations. Use of district vehicles beyond a 25 mile radius, for other than league competitions or other than a one-day basis, may be permitted. Legal and effective use of vehicles will be ascertained by the superintendent.

Emergency procedure plans and itineraries must be filed with the principal and the superintendent;

9. A bus field trip request for less than 15 people will not be authorized. If, upon arrival at the pick up site, there are less than 10 students and chaperons to be transported, the field trip will be cancelled;
10. Student travel requests over 100 mile round trip must be board approved;

Reynolds School District
INITIAL REQUEST FOR STUDENT TRAVEL OVER 100 MILES ROUND TRIP

Name of Group: Reynolds Learning Academy Trades Program School: RLA

Note: This initial request must be submitted and approved 30 days before any commitment can be made or before any money-making activities can be started.

Date Request Submitted: August 2022 Date(s) of Activity: October 26th-28th 2022

If sufficient space is not available on this form, supporting data should be attached.

1. Purpose of the trip. (Complete related section on the next page.)
Please accept this proposal for a Trades School-To-Work and field education trip to Seattle, Washington While there students will learn the Divers and AJAC trades as well as the construction and engineering of the Space Needle and be provided with the opportunity to connect to a possible future career in related areas. Students will be able to network with Labor staff, gain helpful insight into tricks of the trade and gain a full and complete understanding of what labor is truly about while broadening their educational options while developing the valuable skills of hands on application, work ethic and integrity.

They will also learn to work in teams to communicate concepts, collaborate on projects as well as learning to problem solve and make good decisions about projects and career options.

2. List staff member(s) responsible for students. List all other supervisors on trip.
Two RLA Staff: Sean McFall, Trades Crew Leader, Angie Gilbert, STW/Trades Coordinator
3. School equipment to be used:
RLA Proposes to use a District Activity Van for transportation to North Coast, Oregon
4. Lodging:
Students will stay in the dorms provided at the 4H Camp in Salem.
5. Will Student Travel Insurance be obtained? _____ Yes No
6. Estimated number of students: 12 Number of supervisors: 2
7. Parent permission slip on file: Yes _____ No
8. Person or persons initiating request: Angie Gilbert, Trades Coordinator Date: August 2022
9. Principal approval: Aaron Ferguson Date: August 2022

Decision: Preliminary approval to continue with planning _____ Yes _____ No

If denied, reason _____

District Activities Coordinator Date

Final Approval _____ Yes _____ No

**Reynolds School District
PURPOSE OF TRIP**

1. Itinerary:

Itinerary:

October 26th -Tour of Tangent IBEW

- leave school at 8:30am arrive at IBEW Training site
- -tour until 2pm, have dinner out
- -evening activities

October 27th -Marathon Coach Manufacturing

- arrive at center at 9am, presentation and site tour until 1pm travel
- city exploration activities
- have dinner out
- evening activities

October 28th-Travel Home

- clean up at 8am
- breakfast at 9am
- begin trip home by 10:30am
- stop for lunch at 12pm
- arrive at school by 3pm

2. What are the objectives of the trip and how are the experiences provided on the trip related to the class or school program?

Students will utilize skills developed while on the trip at other sites throughout the year and will be provided with multiple opportunities to engage in activities to teach them the craft of marine manufacturing and welding.

Anticipated Outcomes

- A.** Fosters improved basic academic skills (i.e. math and reading)
- B.** Ties classroom curricula to the field
- C.** Provides students with rewarding and educational career experiences
- D.** Provides students with new and exciting apprenticeship connections
- E.** Provides awareness of, and potentially access to career opportunities
- F.** Bonds students together

Educational Goals:

I. School-To-Work Opportunities

- A.** Build effective partnerships and operational relationships between Trades (staff, students) and our partners.

- B. Foster the exchange of ideas, strategies, and experiences within the group and other apprenticeship communities.
- C. Form partnerships with potential employers.
 - i. Enhance networking skills to identify and secure jobs
 - ii. Create “job shadow” and internship opportunities
 - iii. Creates awareness in students about trade organizations and apprenticeships programs.
 - iv. Teaches students about on-the-job training.
 - v. This trip also reflects the state’s mandate to teachers to incorporate essential skills into their classrooms.

2. Education: (Ignites Learning) integration of classroom and field experience.

- A. Teaches students how academics apply to the everyday workplace (answers the question, “where will I ever use this?”)
- B. Broadens understandings in basic core curriculum.
- C. Math
 - a. Calculate depths, measure grades, etc.
 - b. Map reading and comparison of scales
 - c. Comparison of project completion in percentages
 - d. Land use comparison and density of native vs. invasive species
 - e. Calculate rate of work in relation to area cleared/dug and distance traveled
- D. Science
 - a. The physics of how things are made, moved and utilized
 - b. Material Handling
- E. Social Studies
 - a. History of how the trades came into being and their importance in the world.
 - b. What has been accomplished through trades (i.e., socially, morally, economically)
- F. Health
 - a. Stimulates interpersonal communication and positive self-awareness.
 - b. Teaches safety and conscienceousness both on and off the job site.
 - c. Promotes healthy lifestyle by introducing students to positive physical activity/best practices
- G. English
 - a. An essay based on experience which meets essential skills requirements. (to be completed upon return to class)
 - b. Required journaling that allows for personal reflections on overall experience and lessons learned
 - c. Assignments related to their technical writing class about forms and reports
- H. Career Related Learning/Essential Skills
 - i. Develops Problem Solving Skills
 - ii. Develops Decision Making Skills
 - iii. Teaches Teamwork
 - iv. Encourages Career Development
 - v. Develops Personal Management Skills
 - vi. Creates Communication Opportunities
 - vii. Creates self-empowerment opportunities
 - viii. Enhances project skills
 - a. Exposes students to different management techniques for
 - b. Teaches students how to work with different leadership styles
 - c. Guides students on how to coordinate and manage projects.
 - ix. How to respond and be successful in stressful and new environments
 - x. How to identify and use key leadership skills.
 - xi. Ongoing assessment of career and life opportunities.

3. Interactive Communication/Service Learning

- A. Will allow students to contribute in a positive way to their classroom curriculum
- B. Will provide students avenues for volunteerism and community service
- C. Will encourage the development of leadership skills
- D. Will foster a sense of career responsibility in students
- E. Will open dialogue with potential community partners

3. How will the activities on the trip provide opportunities for students to obtain new skills, insights, knowledge or appreciations?

We will be spending two nights at the 4H camp in Salem, Oregon. Students will sleep here, work in a group setting to make meals, spend time on team building activities and their academics while completing homework assigned by the manufacturing partners.

This trip meets the requirements of the Trades Program objectives in co-curricular activities, goal setting, team building and reflection of accomplishment and achievements. The Trades partners believe that overnight trips to sites are a crucial part of student learning as they are more effectively able to experience the real world through hands-on training. Students will receive educational opportunities through this hands-on experience and have broadened community exposure.

4. What effect does the trip have on other classes or programs?

This trip is part of the School-To-Work curriculum associated with the Trades Program and ties classroom to field perfectly and only serves to increase learning between the two arenas. This trip serves to enhance and expand student growth and learning as part of the measure 98 funds objectives.

5. Estimated cost of trip \$ Approximately \$2,800. Describe how the trip will be funded. (School funding? Fund raisers? Student/Parent funding?)

All expenses will be paid by RLA through measure 98 funds. Total estimated expense is \$2,800 expenses include snacks, breakfast, lunch and dinner for 14 people for two nights and 3 days (\$1,500). Transportation is roughly \$500. They will stay at 4H Camp at approximately \$500 for two nights. Bowling \$300.

6. Describe methods of transportation. List names of drivers, types of automobiles, and whether a Type 10/20 license will be required for drivers (see Policy EEAE).

This trip proposes to use a district activity vehicle for transportation to Salem/Eugene, Oregon. Sean McFall, a certified Reynolds School District Activity Van Driver will be responsible for driving the vehicle.

7. Describe supervision plans to ensure maximum safety for students.

Standard Reynolds School District rules and regulations will be enforced and followed. Appropriate disciplinary action will be taken if students are found to be in violation of any of these or Trade's expectations.

Reynolds School District
STUDENT CONTRACT: FIELD TRIPS AND AWAY-FROM-SCHOOL ACTIVITIES

To: Student and Parent(s)

The Reynolds School District is proud of its students and is confident that in most circumstances student conduct on field trips and away-from-school activities will be reasonable and prudent. However, in the event that a student chooses not to abide by the rules established by the adult(s) in charge, he/she should be aware of the consequences. The student should fill in the information requested below and sign the contract. If the student is under 18 years of age, his/her parent should also sign.

Student Name: _____

School: _____

Description of field trip/activity: _____

Location/Destination: _____

Date(s) of field trip/activity: _____

Name(s) of person in charge of field trip/activity: _____

I understand that the above named trip is an official school activity and that all rules and regulations applying in the Reynolds School District are in effect. Among these rules are the following:

1. All directions and guidelines established by the adult(s) in charge will be followed;
2. There will be no use of alcoholic beverages or other drugs at any time;
3. There will be no smoking while on the bus or van;
4. All established time schedules will be followed;
5. Reasonable and proper behavior will be maintained at all times during the trip.

I recognize that in the case of serious violation of the rules, that my parent(s) will be called collect and that I will be sent at home at their expense.

Student Signature

_____ Date

Parent Signature

_____ Date

(Complete student health history on next page.)

Reynolds School District
HEALTH HISTORY FOR SCHOOL FIELD TRIPS

Student Name: _____

Birth Date: _____

Address: _____

Home Telephone: _____

Parent/Guardian Name: _____

Home Telephone: _____

Work Telephone: _____

Parent/Guardian Name: _____

Home Telephone: _____

Work Telephone: _____

Person to be called in case of emergency if parent/guardian cannot be reached:

Name: _____

Relationship: _____

Telephone: _____

Physician: _____

Telephone: _____

Last Tetanus Shot: _____

Please list any allergies (bee sting, medications, etc.) or illness that the school should be aware of:

Medications student is currently taking:

Any special information/instructions concerning medication:

I hereby give my permission for non-prescription medication (for example, aspirin) to be given to my child if deemed advisable by designated school personnel. In case of surgical emergency, I hereby give permission to the physician selected by the school director, or in his/her absence, his/her designee, to hospitalize, secure treatment for and to order injections, anesthesia or surgery for my child as named above.

Any directions to the contrary should be specified on the reverse side of this form and signed.

Activity:

Parent/Guardian Signature

Date



As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

To: Board of Directors

From: Dr. Sara Hahn-Huston, Executive Director of the Office of Schools

Prepared by: Elizabeth Pomykala Administrative Assistant to the Office of Schools

Subject: Trading Up Overnight Field Trip Request to Warrenton/Astoria, West Coast Marine Manufacturing, and Columbia Wire Works.

Policy: [Field Trips and Special Events - IICA](#)

Date: August 24, 2022

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

Connection to School Board Core Beliefs and Commitments

- Safety Equity Instructional Practice Organizational Culture

Strategic Plan Goal Topic 3: Student and Staff Wellness

We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

Summary:

The Reynolds Learning Academy Trades School-To-Career Co-Curricular Activity for Marine Manufacturing for onsite hands-on training. The students will meet and learn from professionals in marine manufacturing who specialize in building marine structures and vessels and do a ropes course for team building. Students will receive a tour of the site, an orientation of entry requirements, and partners, and utilize tools of each of the trades. These sites are unique in that they are specialists in Oregon in their area and expand potential trades careers for Trades graduates.

Previous Board Action:

Similar to trades trips in the past, and approved by the board over the past twenty years.

Background:

This trip is a new experience that will provide students with the opportunity to network and develop skills with professionals within this specific Labor community.

Financial Implications:

An allocated and budgeted item from the RLA measure 98 funds.

Alternatives:

Not Applicable

Staff Recommendation:

RLA and Trading Up Staff recommend the proposed Trading Up overnight trip to the North Coast region of Oregon for approval.

Motion:

A. Motion Made by Board Member:

a. I move to approve the RLA – Trading Up Overnight Field Trip request, as presented.

B. Motion Seconded by Another Board Member

C. Points of Clarification / Discussion

D. Call for Board Vote



Field Trips and Special Events**

The board recognizes the educational value of field trips and co-curricular activities involving transportation. The board is also accountable for expenditures and the effective and legal use of district vehicles. Therefore, all trips and costs must be approved within the following policy:

1. Principals, by delegation from the superintendent, may authorize the use of district vehicles for educational field trips and state sanctioned co-curricular activities for which funds have been budgeted.

Principals may also authorize the use of district vehicles for other school-related activities. Expenses for such activities shall be paid by the participants or student organizations;

2. Overnight trips shall have the approval of the principal and be brought to the attention of the superintendent. Parents shall be provided an itinerary and give permission for student participation prior to the trip. Expenses for unbudgeted trips must be paid by the participants or student organizations;
3. Trips over an extended number of days require approval from the principal and the superintendent. Expenses are to be paid by the participants or student organizations. Use of district vehicles must be approved by the superintendent.

Emergency procedure plans and itineraries must be filed with the superintendent and the principal prior to the trip;

4. Scheduled departure times shall be maintained. Planned refreshment stops may be made on long trips. Discretion must be exercised in the duration of such stops. Refreshment stops must no unduly delay the return of the bus to the school;
5. Chaperons will maintain discipline and are responsible for the safety of students on educational field trips and co-curricular activity trips. However, bus drivers shall have the ultimate authority involving safety and disciplinary decisions relating to travel;
6. Students demonstrating unruly behavior may be prohibited from participating in future educational field trips or co-curricular trips. Disciplinary action is the responsibility of the principal or designee;
7. Students attending school functions via school transportation will return by the same transportation. The only exception will be if a parent requests, in person, of the supervisor that the student return with the parent;

8. Trips occurring outside the school year require the approval of the principal, the superintendent and the board. Expenses for such trips shall be paid by the participants or student organizations. Use of district vehicles beyond a 25 mile radius, for other than league competitions or other than a one-day basis, may be permitted. Legal and effective use of vehicles will be ascertained by the superintendent.

Emergency procedure plans and itineraries must be filed with the principal and the superintendent;

9. A bus field trip request for less than 15 people will not be authorized. If, upon arrival at the pick up site, there are less than 10 students and chaperons to be transported, the field trip will be cancelled;
10. Student travel requests over 100 mile round trip must be board approved;

Reynolds School District
INITIAL REQUEST FOR STUDENT TRAVEL OVER 100 MILES ROUND TRIP

Name of Group: Reynolds Learning Academy Trades Program School: RLA

Note: This initial request must be submitted and approved 30 days before any commitment can be made or before any money-making activities can be started.

Date Request Submitted: August 2022 Date(s) of Activity: May 3rd-5th 2023

If sufficient space is not available on this form, supporting data should be attached.

1. Purpose of the trip. (Complete related section on the next page.)
Please accept this proposal for a Trades School-To-Work and field education trip to Seattle, Washington While there students will learn the Divers and AJAC trades as well as the construction and engineering of the Space Needle and be provided with the opportunity to connect to a possible future career in related areas. Students will be able to network with Labor staff, gain helpful insight into tricks of the trade and gain a full and complete understanding of what labor is truly about while broadening their educational options while developing the valuable skills of hands on application, work ethic and integrity.

They will also learn to work in teams to communicate concepts, collaborate on projects as well as learning to problem solve and make good decisions about projects and career options.

2. List staff member(s) responsible for students. List all other supervisors on trip.
Two RLA Staff: Sean McFall, Trades Crew Leader, Angie Gilbert, STW/Trades Coordinator
3. School equipment to be used:
RLA Proposes to use a District Activity Van for transportation to North Coast, Oregon
4. Lodging:
Students will stay in the dorms provided at the Camp Rilea.
5. Will Student Travel Insurance be obtained? _____ Yes No
6. Estimated number of students: 12 Number of supervisors: 2
7. Parent permission slip on file: Yes _____ No
8. Person or persons initiating request: Angie Gilbert, Trades Coordinator Date: August 2022
9. Principal approval: _____ Aaron Ferguson Date: August 2022

Decision: Preliminary approval to continue with planning _____ Yes _____ No

If denied, reason _____

District Activities Coordinator Date

Final Approval _____ Yes _____ No

Reynolds School District

PURPOSE OF TRIP

1. Itinerary:

Itinerary:

May 3rd -Team Build Ropes Course at Coast

- leave school at 8:30am arrive at ropes course in Seaside
- -course until 2pm, have dinner out
- -evening activities

May 4th -West Coast Marine Manufacturing and Columbia Steel

- arrive at center at 9am, presentation and site tour until 11am travel to second site
- city exploration activities
- have dinner out
- evening activities

May 5th-Travel Home

- clean up at 8am
- breakfast at 9am
- begin trip home by 10:30am
- stop for lunch at 12pm
- arrive at school by 3pm

2. What are the objectives of the trip and how are the experiences provided on the trip related to the class or school program?

Students will utilize skills developed while on the trip at other sites throughout the year and will be provided with multiple opportunities to engage in activities to teach them the craft of marine manufacturing and welding.

Anticipated Outcomes

- A. Fosters improved basic academic skills (i.e. math and reading)
- B. Ties classroom curricula to the field
- C. Provides students with rewarding and educational career experiences
- D. Provides students with new and exciting apprenticeship connections
- E. Provides awareness of, and potentially access to career opportunities
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Educational Goals:

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- A. Build effective partnerships and operational relationships between Trades (staff, students) and our partners.

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- C. Form partnerships with potential employers.
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 - v. This trip also reflects the state’s mandate to teachers to incorporate essential skills into their classrooms.

2. Education: (Ignites Learning) integration of classroom and field experience.

- A. Teaches students how academics apply to the everyday workplace (answers the question, “where will I ever use this?”)
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- C. Math
 - a. Calculate depths, measure grades, etc.
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 - b. Teaches students how to work with different leadership styles
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 - x. How to identify and use key leadership skills.
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- A. Will allow students to contribute in a positive way to their classroom curriculum
- B. Will provide students avenues for volunteerism and community service
- C. Will encourage the development of leadership skills
- D. Will foster a sense of career responsibility in students
- E. Will open dialogue with potential community partners

3. How will the activities on the trip provide opportunities for students to obtain new skills, insights, knowledge or appreciations?

We will be spending two nights at Camp Rilea in Warrenton, Oregon. Students will sleep here, work in a group setting to make meals, spend time on team building activities and their academics while completing homework assigned by the manufacturing partners.

This trip meets the requirements of the Trades Program objectives in co-curricular activities, goal setting, team building and reflection of accomplishment and achievements. The Trades partners believe that overnight trips to sites are a crucial part of student learning as they are more effectively able to experience the real world through hands-on training. Students will receive educational opportunities through this hands-on experience and have broadened community exposure.

4. What effect does the trip have on other classes or programs?

This trip is part of the School-To-Work curriculum associated with the Trades Program and ties classroom to field perfectly and only serves to increase learning between the two arenas. This trip serves to enhance and expand student growth and learning as part of the measure 98 funds objectives.

5. Estimated cost of trip \$ Approximately \$2,800. Describe how the trip will be funded. (School funding? Fund raisers? Student/Parent funding?)

All expenses will be paid by RLA through measure 98 funds. Total estimated expense is \$2,800 expenses include snacks, breakfast, lunch and dinner for 14 people for two nights and 3 days (\$1,500). Transportation is roughly \$300. They will stay at Camp Rilea at approximately \$300 for two nights. Ropes Course, \$1,000.

6. Describe methods of transportation. List names of drivers, types of automobiles, and whether a Type 10/20 license will be required for drivers (see Policy EEAE).

This trip proposes to use a district activity vehicle for transportation to North Coast, Oregon. Sean McFall, a certified Reynolds School District Activity Van Driver will be responsible for driving the vehicle.

7. Describe supervision plans to ensure maximum safety for students.

Standard Reynolds School District rules and regulations will be enforced and followed. Appropriate disciplinary action will be taken if students are found to be in violation of any of these or Trade's expectations.

Reynolds School District
STUDENT CONTRACT: FIELD TRIPS AND AWAY-FROM-SCHOOL ACTIVITIES

To: Student and Parent(s)

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Student Name: _____

School: _____

Description of field trip/activity: _____

Location/Destination: _____

Date(s) of field trip/activity: _____

Name(s) of person in charge of field trip/activity: _____

I understand that the above named trip is an official school activity and that all rules and regulations applying in the Reynolds School District are in effect. Among these rules are the following:

1. All directions and guidelines established by the adult(s) in charge will be followed;
2. There will be no use of alcoholic beverages or other drugs at any time;
3. There will be no smoking while on the bus or van;
4. All established time schedules will be followed;
5. Reasonable and proper behavior will be maintained at all times during the trip.

I recognize that in the case of serious violation of the rules, that my parent(s) will be called collect and that I will be sent at home at their expense.

Student Signature

_____ Date

Parent Signature

_____ Date

(Complete student health history on next page.)

Reynolds School District
HEALTH HISTORY FOR SCHOOL FIELD TRIPS

Student Name: _____

Birth Date: _____

Address: _____

Home Telephone: _____

Parent/Guardian Name: _____

Home Telephone: _____

Work Telephone: _____

Parent/Guardian Name: _____

Home Telephone: _____

Work Telephone: _____

Person to be called in case of emergency if parent/guardian cannot be reached:

Name: _____

Relationship: _____

Telephone: _____

Physician: _____

Telephone: _____

Last Tetanus Shot: _____

Please list any allergies (bee sting, medications, etc.) or illness that the school should be aware of:

Medications student is currently taking:

Any special information/instructions concerning medication:

I hereby give my permission for non-prescription medication (for example, aspirin) to be given to my child if deemed advisable by designated school personnel. In case of surgical emergency, I hereby give permission to the physician selected by the school director, or in his/her absence, his/her designee, to hospitalize, secure treatment for and to order injections, anesthesia or surgery for my child as named above.

Any directions to the contrary should be specified on the reverse side of this form and signed.

Activity:

Parent/Guardian Signature

Date



As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

To: Board of Directors

From: Dr. Christopher Ortiz, Deputy Superintendent

Prepared by: Sarah Winters, Administrative Analyst, Human Capital Management

Subject: REA MOU Summer School 2022

Policy: [Board Powers and Duties – BBA](#)

Date: August 24, 2022

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

Connection to School Board Core Beliefs and Commitments

Safety Equity Instructional Practice Organizational Culture

Strategic Plan Goal Topic 3: Student and Staff Wellness

We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

Summary:

Reynolds School District (RSD) and Reynolds Education Association (REA) reached an agreement on a Memorandum of Understanding (MOU) for the purpose of outlining working conditions and safeguards for certified staff for the duration of summer school. It was approved by the Board on June 22, 2022. This revised MOU is being submitted for approval due to updated agreements on a district issued bonus to all certified summer school staff.

Please refer to the following attachment: REA Summer School MOU Reopener

Previous Board Action:

The Board approved the revised Summer School MOU on June 22, 2022.

Background:

Staff of Reynolds have undertaken providing a safe, engaging, and fun summer program which addresses unfinished learning and the social emotional needs of our students. This will be done through hands-on activities, project-based learning, use of culturally relevant materials, and culturally-specific programming where appropriate for students to demonstrate academic growth in core content areas. Reynolds School District has collaborated with collective bargaining groups to outline working conditions for the duration of summer programming.

Financial Implications:

The MOU will cost the district \$150,000. 400

Alternatives:

The Board could require additional information prior to taking action on this agenda item.

Staff Recommendation:

Staff recommends the Board approve the Summer School MOU as proposed.

Motion:

- A. Motion Made by Board Member:
 - a. I move that the Board approve the Summer School MOU between REA and RSD, which will serve as the protocol for licensed employees to work onsite and support the summer school program.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

2022 Summer School MOU Reopener

Memorandum of Agreement Between Reynolds School District and Reynolds Education Association on 2022 Summer School

Reynolds School District No. 7, Multnomah County, Oregon (District) and the Reynolds Education Association together, "the parties," recognize that the safety of staff, students and families is a primary concern for professional educators. In addition, the Parties agree that the working conditions of professional educators during the COVID Pandemic were significantly altered when professional educators engaged in in-person learning. The District will provide Summer School programs in accordance with current guidelines set forth by the Governor, ODE, and local health authorities.

1. The work schedule for the 2022 Summer School session must comply with Articles 7 and 9 of the current Collective Bargaining Agreement. Class and cohort size will comply with Article 27.
2. The District will follow the most current RSSL guidance.
3. Educators who work with FLS, medically fragile, life skills, and emotional regulation challenged students will be provided highly specific protocols (treatment plans, medical instructions, emergency contingencies plans), training, PPE, and equipment to engage safely in providing the needs of their students. Given the high-risk nature of these assignments and the likelihood of absent staff members impacting delivery of consistent services, it is recognized that additional individuals within a building will need training beyond the immediately assigned educators. The District recognizes its responsibility to evaluate staffing levels to ensure student safety, both in terms of student supervision and maintaining specialized levels of services. The District may need to suspend in-person learning services on a building by building basis until such time as necessary staffing levels can be maintained. This is for the protection of all students and staff in any specialized program. In such a circumstance, students on IEP's would continue to receive FAPE services.
4. All meetings may be offered virtually or in person, at the discretion of the summer school building administration. For any in-person meeting, three (3) feet distancing will be maintained to the extent possible.
5. If there is a substantial change in safety conditions, or a certified educator documents and reports at least three (3) safety conditions that they believe may have been violated to their site administrator and/or Summer School District Coordinator, that are not resolved after notice to the District, the site administrator, REA Leadership

2022 Summer School MOU Reopener

and District Coordinator will work with the educator to provide mutually agreed upon solutions so the educator can safely continue to perform their duties. This in no way limits the right of the educator and/or the Association to submit complaints to OSHA as they deem necessary. The District shall provide a copy of its communicable disease management plan and all COVID-19 safety protocols to each educator who works in the building during Summer School. The District and Association shall continue to use the established process for named and anonymous sharing of concerns that can be reviewed on a daily and weekly basis by the designated building point-person and a representative in each building selected by the Association.

6. As part of Summer School programming, administrators may assign necessary duties that are not ordinarily a part of an educator's regular work responsibilities, so long as such duties are equitably shouldered by all educators through a schedule rotation. Examples of such duties might include bus off and on-boarding, breakfast, lunch or recess supervision, transitions between cohorts, etc. Schedules may be flexed by mutual agreement between administrator and member. This could include starting or leaving 15 minutes earlier, exchanges of additional break or lunch or prep time for duty, or compensation at per diem if the contract day should need to be extended.

7. The District will comply with COVID 19 rapid testing and contact tracing requirements in RSSL and by the MCHD if these requirements are reinstated. The District will provide a rapid antigen test on site for any staff or students who show symptoms of COVID. Any person who tests positive shall be sent home. Students with symptoms whose parents do not authorize a rapid test will be sent home. Each time a positive COVID-19 case has been detected, the District shall notify the Association and school personnel of the building/worksite(s) where the case was detected, how many staff members and students were exposed and/or affected, to the extent information is available to the District and does not violate HIPAA rights.

RSD will implement the established safety and cleaning as required by RSSL Guidance document, all of which will be overseen and enforced by an identified site supervisor. The following health and safety protocols will be used:

- a. Each site shall have separate, appropriately supervised, and adequately equipped spaces for any ill students and for first aid cases.

- b. Provide appropriate "workplace provisions" of Personal Protective Equipment (PPE) and/or Essential Protective Gear (EPG) in accordance with federal, state, and local guidelines in effect and as requested by staff. RSD shall provide K95 face coverings (masks) for staff who request them, handwashing stations, hand sanitizer, sanitizing wipes, and other cleaning materials as applicable. RSD shall

2022 Summer School MOU Reopener

provide enough face coverings (masks) for staff, community partners, and students who request them and make available at easily identified stations in each building/worksite.

- c. In the event that a mask requirement for schools is reinstated, RSD shall require the use of facial coverings (masks) that are worn properly in indoor settings. Staff members who cannot wear a mask because of a documented health issue must complete the interactive process through the district leave and accommodation process.
 - d. In the event that a mask requirement for schools is reinstated, no educator will be required to work in a room where students are not wearing masks, except as allowed by the current RSSL. RSD shall provide masks that meet standards equivalent to masks designated as K95, enough gloves, gowns, head coverings, and face shields for staff who are in programs and classrooms that place them at increased risk as determined by RSD and REA.
 - e. RSD will continue to comply with the requirements in Facilities and School Operations of the current RSSL to ensure staff and student safety. Students, employees, and visitors will be encouraged to wash their hands or use hand sanitizer upon entering district sites. Every classroom and workspace shall be provided hand sanitizer. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked immediately as needed and prior to the beginning of each day.
 - f. All staff will be provided a confidential space to conduct tasks requiring confidentiality when appropriate and needed for their assignment.
8. Any and all Summer School programs will take place in RSD buildings that are equipped with HVAC systems and filters specific to the equipment. When MERV 13 cannot be reached, any learning spaces served by that system are provided additional portable HEPA units for the MERV rating loss. The District shall provide portable, low noise HEPA-rated air filters that have a CDAR of at least 300 standard cubic feet per minute and a large enough capacity for the square footage of the occupied space in all classrooms and/or spaces that are used for in-person instruction. The District shall provide and distribute HEPA air purifiers to all classrooms and spaces that are used for instruction prior to the first day each student group is to report to worksites. Members whose workspaces are not student learning spaces may request HEPA air purifiers through the summer school building administrator and/or REA representative.

2022 Summer School MOU Reopener

9. Job postings for Summer School positions will be building-specific and advertised via an email survey provided by the District. Such positions will be filled by interested in-building staff first who are qualified by endorsement. In the event that no in-building personnel are interested or qualified by endorsement to fill a position, a candidate will be sought elsewhere within the District. When more than one candidate is interested in a position, the process currently used for voluntary transfers within the district, including internal interviews if necessary, will be implemented to determine selection. If no qualified staff members are interested in advertised summer school positions, such jobs will be posted on the District website and standard hiring protocols will be used to fill the position.
10. Certified staff members who fill Summer School positions for the 2022 session will be paid at their hourly rate for all working hours and will be protected by the current Collective Bargaining Agreement, regardless of their assignment including those serving in administration positions. Certified staff members shall be paid based on the 2021-22 salary schedule as of March 1, 2022. If such members fill positions which traditionally fall under the SUN Schools umbrella, those positions will be funded by the Reynolds School District. This change is possible due to state level funds not traditionally available and is not intended to establish precedent. Hours worked will be entered into Timeclock Plus on weekly basis every Friday. Timeclock Plus codes shall be entered into the system and staff will be provided the correct codes prior to the start of Summer School. Staff will be paid on July 15, 2022, August 8, 2022 and September 20, 2022. Any late entries will be paid no later than the following scheduled pay date. Staff working Summer School shall not be evaluated as per Article 5, H. of the CBA; all other provisions of Article 5 will be adhered to during Summer School.
11. Certified staff members who work full time will be afforded a minimum of one (1) hour of paid prep time per day and paid lunch breaks per day commensurate with current contract language in Article 9. All certified staff members shall be given eight (8) hours of pre-instructional preparation time before students begin summer school at their per diem rate. This day is to be used by members to prepare classrooms, materials, and lessons. There shall be no required district and/or building staff meetings on this day. Any professional development will occur prior to the start of summer school and will be paid at the certified staff member's per diem rate.
12. It is understood that staff who are hired to perform in-person duties during Summer School will do so on site and will not be allowed to work remotely for such work. Any staff member who cannot report due to illness, including quarantine, will need to request a substitute through the Summer School Coordinator or designated administrator. Designated administrators will be identified for staff prior to the start of summer session.

2022 Summer School MOU Reopener

- a. An employee who tests positive for COVID-19 and is subject to a quarantine or isolation order directed by Multnomah County Public Health, or is sent home and is awaiting results of a COVID-19 test shall be compensated at their contracted amount by the District for days missed. In order to be compensated all summer school employees who test positive for COVID-19 are required to report this result to their supervisor. The employee shall enter those hours into Timeclock Plus. Only employees who show proof of vaccination or medical proof that they are unable to be vaccinated will qualify for this District benefit.

- b. In the event an individual student is unable to attend school because of illness, the district will treat this as a traditional absence regarding expectations for educators. If a classroom or school program needs to be temporarily closed for COVID-related reasons, staff will continue to report to the work site. In the event of an emergency closure to a school site, Article 8 of the CBA will apply.

If a classroom or school program is permanently dissolved or closed, staff will be given the option to be reassigned to other buildings for the remainder of the summer program. Staff who elect to be reassigned for the summer will be afforded a minimum of one transition day prior to beginning an assignment at a new work site. At least half of any transition period will be member directed.

13. By mutual agreement, the 2022 Summer School MOU may be reopened to address potential needs. Any new guidelines, exceptions or amendments to guidance for onsite instruction, including but not limited to a change in mask-wearing, PPE, or social distancing policies, and/or any changes that substantially change working or safety conditions, must be negotiated with the Association.

14. The district will issue a bonus to all certified summer school staff in the amount of \$500 with the following stipulations:
 - a. The summer school bonus will be issued in the August 26, 2022 payroll run.

 - b. To qualify for the August 2022 summer school bonus, a licensed employee must have worked at least 90% of the 2022 summer school program workdays. The list of certified employees who qualify will be determined by the District and approved by REA.

 - c. Certified summer school staff who agreed to a job share for at least 50% of the 2022 summer school program and worked at least 90% of their allocated summer school workdays will receive \$250.

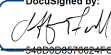
2022 Summer School MOU Reopener

- d. If a person was excluded due to a positive COVID test, those days will not count against the 90% attendance requirement.
- e. Days missed due to emergency closure will not count against the 90% attendance requirement.
- f. For the purposes of this agreement, a “full workday” is determined by fulfilling the prescribed workday.
- g. Employees who are no longer employed by the District as of August 8, 2022 will still receive the summer school bonus if they qualify under 1 – 6 of this section.

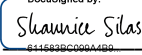
15. This Summer School agreement will expire on August 26, 2022.

For the Association:

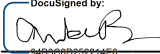
For the District:

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 8/22/2022

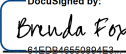
 Jeffrey Fuller Date
 REA President

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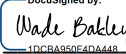
 Shaunice Silas Date
 Executive Director of HCM

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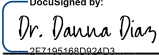
 Amber Brune Date
 Contract Maintenance Chair

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 8/22/2022

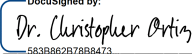
 Brenda Fox Date
 Director of Employee and Labor Relations

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 8/22/2022

 Wade Bakley Date
 Principal, RHS

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 8/22/2022

 Dr. Danna Diaz Date
 Superintendent

DocuSigned by:

 583866287888473
 8/23/2022

 Dr. Christopher Ortiz Date
 Deputy Superintendent

To: Board of Directors

From: Ana Gonzalez Muñoz, Board Chair

Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent

Subject: Executive Session

Policy: [Executive Session – BDC](#)

Date: August 24, 2022

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

Connection to School Board Core Beliefs and Commitments

Safety Equity Instructional Practice Organizational Culture

Strategic Plan Goal Topic 3: Student and Staff Wellness

We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

Summary:

The Board held a termination appeal hearing during Executive Session.

Motion:

Option 1:

- A. Motion Made by Board Member:
 - a. I move to affirm the termination decision discussed in Executive Session.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

Option 2:

- A. Motion Made by Board Member:
 - a. I move to reverse the termination decision discussed in Executive Session.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote



As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

To: Board of Directors
From: Dr. Danna Diaz, Superintendent of Schools
Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent
Subject: Board Reports and Announcements

Policy: [Board Meetings – BD/BDA, Conduct of Board Meetings – BDDF](#)

Date: August 24, 2022

Action	<input type="checkbox"/>
Report	<input checked="" type="checkbox"/>

Connection to School Board Core Beliefs and Commitments

Safety Equity Instructional Practice Organizational Culture

Strategic Plan Goal Topic 3: Student and Staff Wellness

We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

Summary:

- a. Individual Board Member Reports or Announcements
- b. Upcoming Board Meetings
 - i. Board Work Session: September 14, 2022
 - ii. Board Business Meeting: September 28, 2022
- c. Board Discussion

To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent

Subject: Adjourn

Policy: [Board Meetings – BD/BDA, Conduct of Board Meetings – BDDF](#)

Date: August 24, 2022

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

Connection to School Board Core Beliefs and Commitments

Safety Equity Instructional Practice Organizational Culture

Strategic Plan Goal Topic 3: Student and Staff Wellness

We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

Adjournment

