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

Reynolds School District
Board of Education Business Meeting

August 23, 2023
6:00 PM
Wood Village City Hall
24200 NE Halsey
Wood Village, Oregon 97060

I. **5:30p - Executive Session** **3**
The Reynolds School Board and the Superintendent will recess into Executive Session at 6:00p, under ORS 192.660(2)(a) Personnel. Executive Session is closed to the public.

II. **6:00p - Call to Order** **4**
- A. Roll Call
- B. Consider Approval of the August 23, 2023 Agenda
- C. Pledge of Allegiance
- D. Land Acknowledgement 5
- E. Mission and Vision 6

III. **6:10p - Resolution 2023-2024-002 Hispanic / Latino Heritage Month** **7**

IV. **6:15p - Public to be Heard** **9**
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. **6:30p - Superintendent's Reports** **10**
- A. Announcements/Reports
  - i. Superintendent Goals and Evaluation 11
- B. Communications Report 21
- C. Financial Report 29

VI. **7:00p - Consent Agenda** **32**
- A. Approval of Personnel Order
- B. Approval of Prior Meeting Minutes 34
- C. Intergovernmental Agreement with Willamette Promise 37
- D. Intergovernmental Agreements for Student Teaching 46
  - i. University of Oregon 47
  - ii. Oregon State University 57
  - iii. Portland State University 62
- E. RLA Field Trip: Trading Overnight Trip - Seattle 68
- F. RLA Field Trip: MYC School to Work Forest/Watershed Ecology Field Trip 78

G. RHS Field Trip: OSAA Speech and Debate Overnight Trip - University of Oregon 89
H. Policy Updates: Sections A/B, C, E, F, and I (second reading and approval) 98
I. Resolution 2023-2024-002 Hispanic / Latino Heritage Month 466
J. Intergovernmental Agreements for Special Education
i. Portland Public Schools and Columbia Regional: Autism Services 468
ii. Portland Public Schools and Columbia Regional: Deaf and Hard of Hearing Classrooms 476
iii. Portland Public Schools and Columbia Regional: Services for the Visually Impaired 487
iv. Serendipity Center, Inc 500
v. Centennial School District: Learning Specialist at Rosemary Anderson 509
K. Alternative Education Programs 519
VII. **7:05p - Action Items**
A. Procurement Exemption: Construction Manager/General Contractor and Design to Build 523
VIII. **7:10p - Board Announcements and Discussion** **542**
A. Individual Board Members - Announcements and Reports
B. Upcoming Board Meetings
IX. **7:15p - Adjourn** **543**

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To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: Executive Session

Type: ☐ Action Item ☒ Report / Presentation

Policy: BDC: Executive Session

Date: August 23, 2023

Connection to Strategic Plan Goal Topics:

☒ Marginalized Students
☒ Culturally Responsive Teaching
☒ Student and Staff Wellness
☒ Professional Development

Summary / Background:
The Board met in Executive Session under ORS 192.660(2)(a) Personnel.

Executive Session is closed to the public.

Previous Board Action:
Not Applicable.

Financial Implications:
Not Applicable.

Motion:
Not Applicable.

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

To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: **Call to Order**

Type: ☒ Action Item ☐ Report / Presentation

Policy: BDDF: Conduct of Board Meetings

Date: August 23, 2023

Connection to Strategic Plan Goal Topics:

☒ Marginalized Students
☒ Culturally Responsive Teaching
☒ Student and Staff Wellness
☒ Professional Development

Roll Call:

- Position 1: Director Aaron Muñoz
- Position 2: Director Joyce Rosenau
- Position 3: Director Michael Reyes
- Position 4: Director Cayle Tern
- Position 5: Director Patty Carrera
- Position 6: Director Ana Gonzalez Muñoz
- Position 7: Director Francisco Ibarra

Motion to Approve Agenda:

A. Motion Made by Board Member:
    a. I move that the Board approve the August 23, 2023 agenda as presented.
B. Motion Seconded by Another Board Member
C. Points of Clarification / Discussion
D. Call for Board Vote

Pledge of Allegiance

Land Acknowledgement

Mission and Vision

Land Use Acknowledgment & Guidelines

Reynolds School District

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.

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.

RESOLUTION #2023-2024-002
PROCLAIMING THE CELEBRATION OF
NATIONAL HISPANIC / LATINO HERITAGE MONTH

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

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

WHEREAS, the contributions of persons with Latino 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, Latino 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 Latino farm workers were a crucial part of Oregon's agricultural economy. As early as the 1960s, Latino 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 Latino 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 LATINO 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/Latino to our country, our state, our cities, and our schools.

Adopted this 23rd day of August 2023.

Signed:

Signed:	Attest:
_____	_____
Chair, Reynolds School Board of Directors	Superintendent of Schools / Clerk

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

To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: **Public to be Heard**

Type: ☐ Action Item ☒ Report / Presentation

Policy: BDDH: Public to be Heard; BDDH-AR: Public to be Heard at Board Meetings

Date: August 23, 2023

Connection to Strategic Plan Goal Topics:

☒ Marginalized Students
☒ Culturally Responsive Teaching
☒ Student and Staff Wellness
☒ Professional Development

Summary / Background:
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.

Previous Board Action:
Not Applicable.

Financial Implications:
Not Applicable.

Motion:
Not Applicable.

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

To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: Superintendent's Report

Type: ☐ Action Item ☒ Report / Presentation

Policy: BD/BDA: Board Meetings; BDDF: Conduct of Board Meetings

Date: August 23, 2023

Connection to Strategic Plan Goal Topics:

☒ Marginalized Students
☒ Culturally Responsive Teaching
☒ Student and Staff Wellness
☒ Professional Development

Summary / Background:
Superintendent Caropelo will provide announcements and reports to the Board:

a. Superintendent Report: Evaluation and Goals – Frank Caropelo
b. Communication Report – Steve Padilla
c. Financial Report – Holly Langan

Previous Board Action:
Not Applicable.

Financial Implications:
Not Applicable.

Motion:
Not Applicable.

Reynolds School District

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

Superintendent Evaluation & Goals

Overview

A HIGH-QUALITY SUPERINTENDENT EVALUATION:

- develops good board/superintendent relationships
- clarifies roles
- identifies superintendent professional development opportunities
- provides a mechanism for public accountability
- provides input and feedback to the superintendent to guide continuous improvement

Evaluation Process Overview

1. SUPERINTENDENT PERFORMANCE STANDARDS ADOPTED (September)

2. SUPERINTENDENT GOALS ADOPTED (September)

3. EVIDENCE OF PERFORMANCE (Monthly)

4. EVALUATION (March)

5. SUMMARY March)

Superintendent Standards of Performance

Standard 1: Visionary District Leadership

Standard 2: Ethics and Professional Norms

Standard 3: Inclusive District Culture

Standard 4: Culturally Responsive Instructional Leadership & Improvement

Standard 5: Communication and Community Relations

Standard 6: Effective Organizational Management

Standard 7: Effective Financial Management

Standard 8: Policy, Governance, and Advocacy

Goal 1: 3rd Grade Reading

Increase the percentage of 3rd grade students who meet or exceed on STAR reading from 33% to 38% overall, and by 5 percentage points for each student group disaggregated by race, ethnicity, gender, and program participation.

Objective 1: Add certified reading specialists to all elementary schools to enable academic acceleration. 15

Objective 2: Add a full day, full-year educational assistant to each kindergarten sections to support academic and socio-emotional development of all students.

Objective 3: Provide all elementary educators Language Essentials for Teachers of Reading and Spelling (LETRS) and align elementary school literacy blocks to the Science of Reading to support all students to read at or above grade level by third grade.

Goal 2: 5th Grade Math

Increase the percentage of 5th grade students who meet or exceed on STAR math from 34% to 39% overall, and by 5 percentage points for each student group disaggregated by race, ethnicity, gender and program participation.

Objective 1: Implement/train for the iReady elementary math curriculum.

Objective 2: Use academic acceleration in math through small groups and extended learning opportunities such as summer school.

Objective 3: Align all elementary schedules to allow for a 75-minute math block focused on math practices.

Goal 3: 8th Grade Math

Increase the percentage of 8th grade students who meet or exceed on STAR math from 27% to 32% overall, and by 5 percentage points for each student group disaggregated by race, ethnicity, gender and program participation.

Objective 1: Implement new middle school math curriculum.

Objective 2: Provide new laptops to all middle schools.

Objective 3: Implement an A/B block schedule at RMS and HB Lee.

Objective 4: Engage community partners to increase student attendance by 5% and reduce tardiness by 10% by the end of the second semester.

Goal 4: 9th Grade On-Track

Increase the percentage of 9th grade students who earn 6 or more credits by the start of their sophomore year from 65% to 70% overall, and by 5 percentage points for each student group disaggregated by race, ethnicity, gender and program participation.

Objective 1: Provide 9th grade students instruction in the high school credit system, study skills, time management and academic advising.

Objective 2: Implement an A/B block schedule model at RHS.

Objective 3: Engage community partners to increase student attendance by 5% and reduce tardiness by 10% by the end of the second semester.

Goal 5: Graduation

Increase the percentage of students who graduate in four years from 57% to 62% overall, and by 5 percentage points for each student group disaggregated by race, ethnicity, gender and program participation.

Objective 1: Implement an A/B block schedule at RHS.

Objective 2: Increase the number of credit recovery classes taught during the school day.

Objective 3: Engage community partners to increase student attendance by 5% and reduce tardiness by 10% by the end of the second semester.

Goal 6: Support Services

Objective 1: Develop operational efficiency metrics for each support department based on industry standards and best practices.

Objective 2: Develop an annual reporting calendar for these metrics.

Reynolds School District

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Superintendent Report: Communications

Steve Padilla, Director of Communications

August 23, 2023

RSD Communications Activities in September

- Capturing images of first day back to school;
- Assisting schools with back to school nights;
  - Signing up parents to volunteer;
  - Showing parents how to use Parentsquare
- Continuing to message back to school messages;
  - new start times for schools;
  - Bus routes
- Conduct media interviews for start of year preparation;

RSD Social Media in September

Reynolds School District

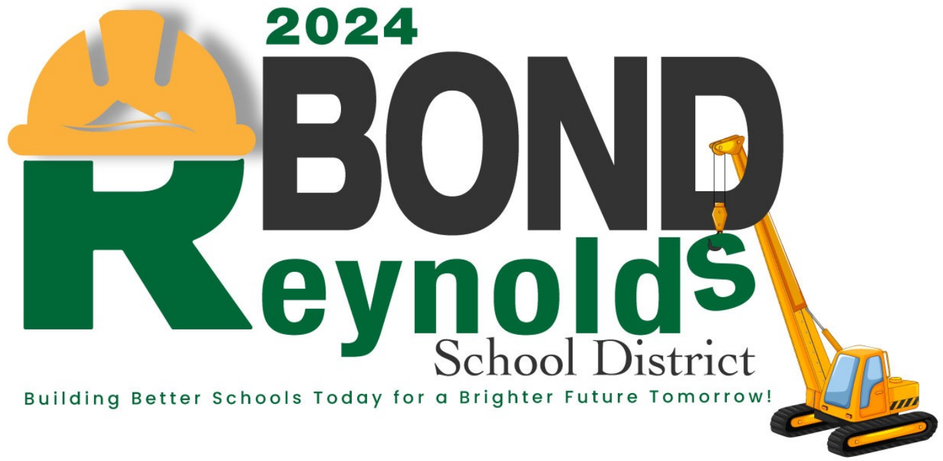
Social Media Activities

- Labor Day, 4th;
- Welcome Back to School;
- National Hispanic Heritage Month;
- National Suicide Prevention Week, 10th – 16th;
- Mexican Independence Day, 16th

Reynolds School District

RSD Bond Update:

- Communications will start an outreach campaign with Jeremy Wright;
- Communications team will create content for the RSD bond:



Reynolds School District

Award-winning Sabes que – Did You Know!

- We interviewed Justin Birmingham;
- We are securing interviews with the middle school principals regarding block scheduling and TOSAs working on the science of reading.
- Our Podcasts can be found on Amazon Music, Spotify, iHeartRadio, Pandora and Apple Podcasts!

Reynolds School District

Reynolds School District

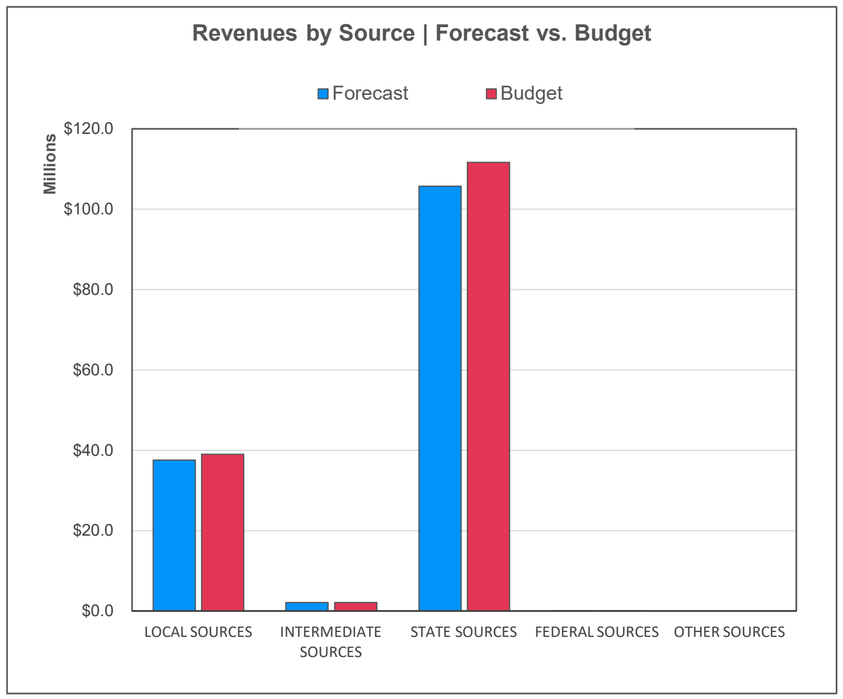
Questions?

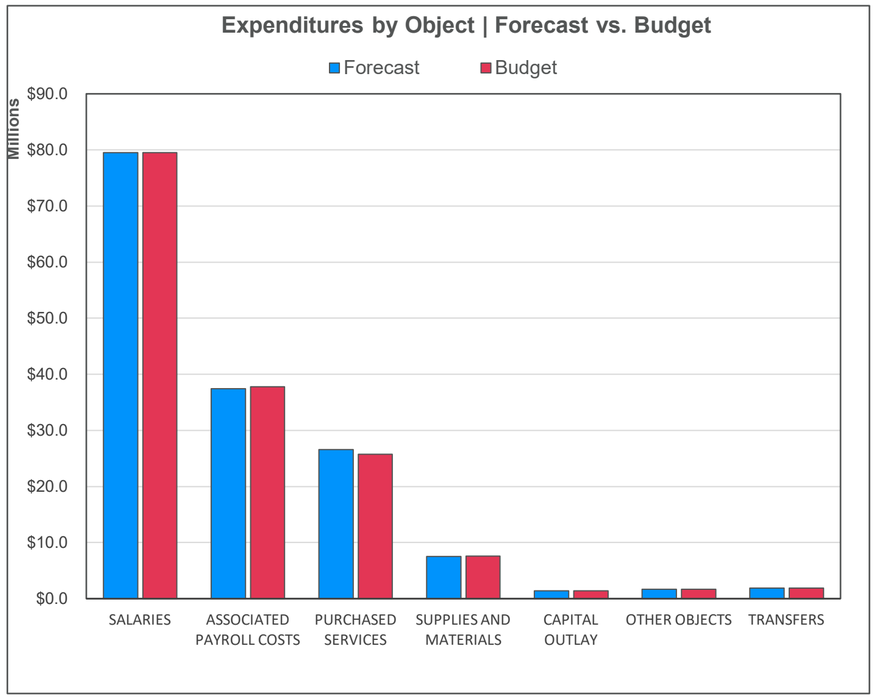
As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

100 General Fund | Financial Projection by Object

For the Period Ending July 31, 2023

	Prior YTD	Current Year Budget	Current YTD	% of Budget	Annual Forecast	Variance Fav / (Unfav)
RESOURCES						
Operating Revenues						
Local Sources	$ 25,953	$ 39,044,854	$ 43,551	0.11%	$ 37,513,919	$ (1,530,935)
Intermediate Sources	-	2,100,727	-	0.00%	2,100,727	-
State Sources	16,748,676	111,653,836	16,971,551	15.20%	105,757,412	(5,896,425)
Federal Sources	-	60,000	4,249	7.08%	61,762	1,762
Other Sources	-	-	-	0.00%	-	-
Total Operating Revenues	**$ 16,774,629**	**$ 152,859,417**	**$ 17,019,350**	11.13%	**$ 145,433,819**	**$ (7,425,598)**
Beginning Fund Balance	37,766,143	41,519,249	-	0.00%	29,000,000	(12,519,249)
TOTAL RESOURCES	**$ 54,540,772**	**$ 194,378,666**	**$ 17,019,350**	8.76%	**$ 174,433,819**	**$ (19,944,847)**
REQUIREMENTS						
Operating Expenditures						
Salaries	$ 1,345,558	$ 79,532,650	$ 1,315,080	1.65%	$ 79,527,117	$ 5,533
Associated Payroll Costs	608,614	37,755,098	619,596	1.64%	37,459,306	$ 295,792
Purchased Services	1,758,533	25,765,740	2,077,877	8.06%	26,587,367	$ (821,627)
Supplies and Materials	38,057	7,604,112	260,032	3.42%	7,522,445	$ 81,667
Capital Outlay	-	1,383,500	-	0.00%	1,383,500	$ -
Other Objects	1,212,491	1,701,727	295,093	17.34%	1,669,944	$ 31,783
Transfers	-	1,846,250	-	0.00%	1,846,250	$ -
Total Operating Expenditures	**$ 4,963,253**	**$ 155,589,077**	**$ 4,567,677**	2.94%	**$ 155,995,928**	**$ (406,852)**
Contingencies	-	29,070,656	-	0.00%	-	29,070,656
Unappropriated Ending Fund Balance	-	9,718,933	-	0.00%	-	9,718,933
TOTAL REQUIREMENTS	**$ 4,963,253**	**$ 194,378,666**	**$ 4,567,677**	2.35%	**$ 155,995,928**	**$ 38,382,737**
Ending Fund Balance					**$ 18,437,891**	
OPERATING SURPLUS / (DEFICIT)	**$ 11,811,377**	**$ (2,729,660)**	**$ 12,451,673**		**$ (10,562,109)**	**$ (7,018,746)**
(Operating Revenue less Operating Expenses)						





2023-2024 Reynolds SD 7 | General Fund Overview - Expense

YTD Salary and Benefits

1.65% of Budget

Prior Year YTD: 1.86% of Actuals

YTD Purchased Services

8.06% of Budget

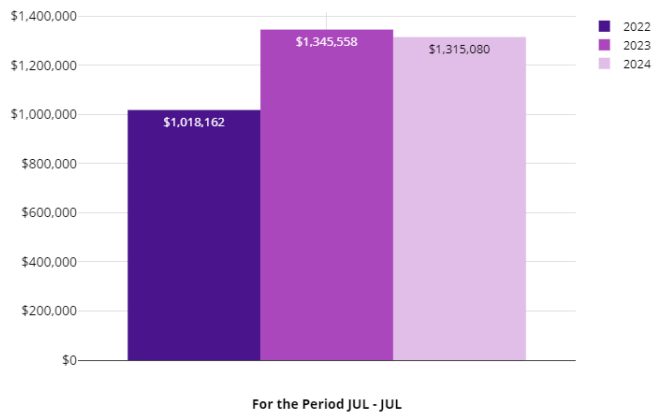
Prior Year YTD: 6.64% of Actuals

YTD Other Expenses

4.43% of Budget

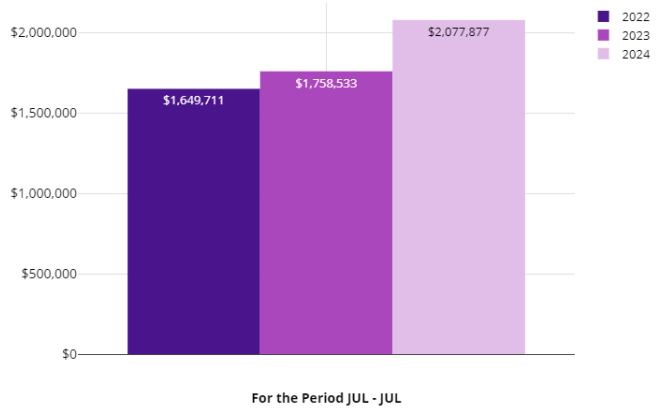
Prior Year YTD: 11.54% of Actuals

Salaries (100s)

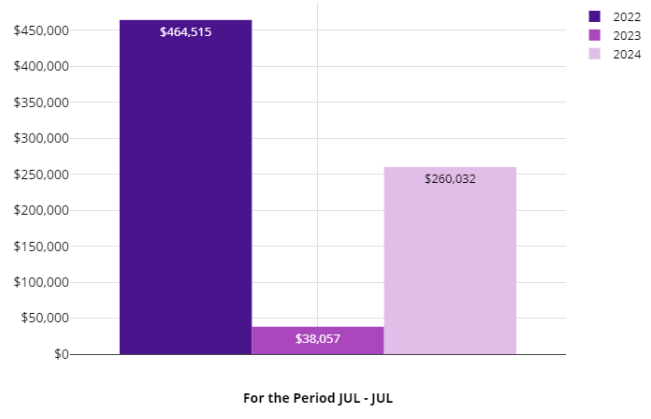


Benefits (200s)

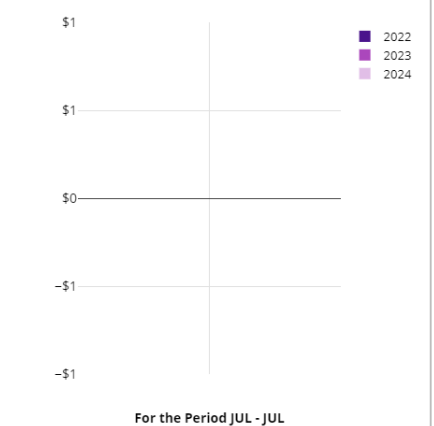
Purchased Services (300s)



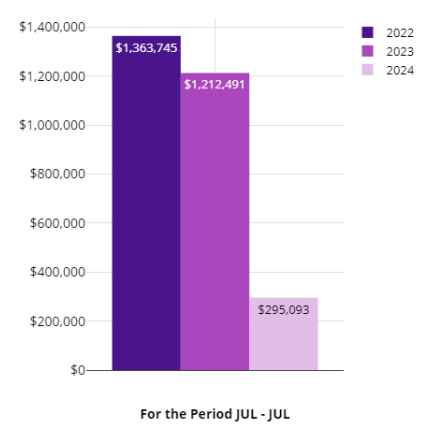
Supplies (400s)



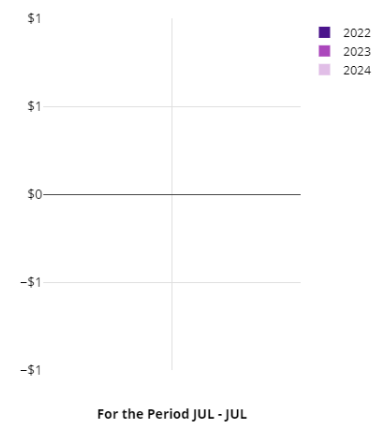
Capital Outlay (500s)



Other Objects (600s)



Transfers (700s)



2023-2024 Reynolds SD 7 | General Fund Overview - Revenue

YTD Local Sources

0.11% of Budget

Prior Year YTD: 0.08% of Actuals

YTD State Sources

15.20% of Budget

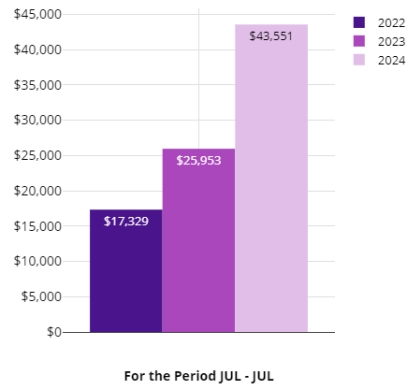
Prior Year YTD: 16.84% of Actuals

YTD All Sources (except 5400s)

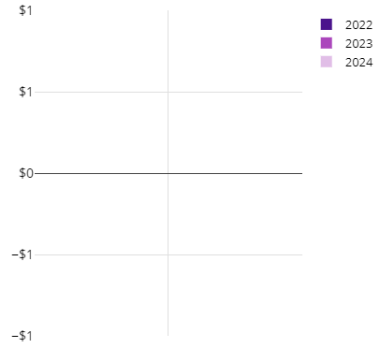
11.13% of Budget

Prior Year YTD: 12.55% of Actuals

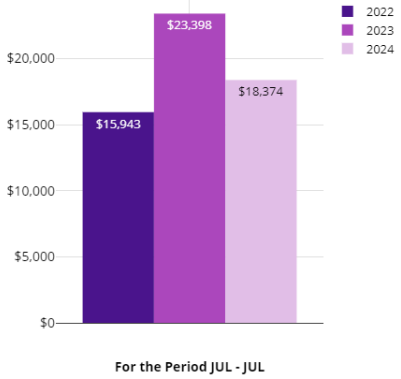
Local Sources (1000s)



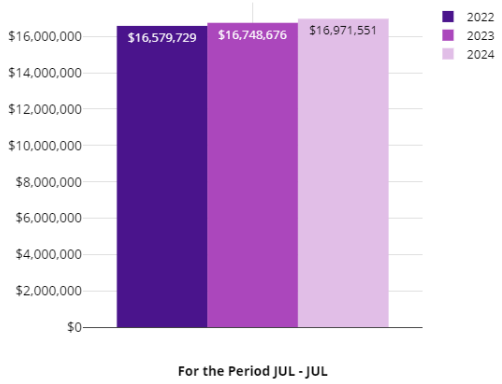
Property Taxes (1100s)



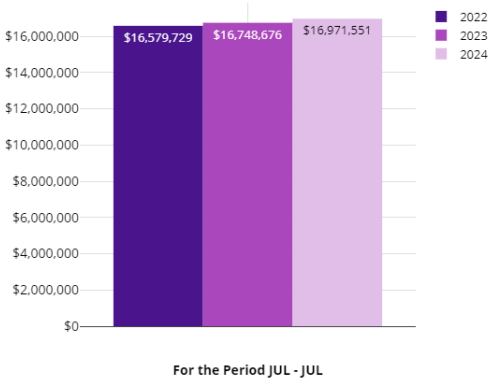
Interest Earnings (1500s)



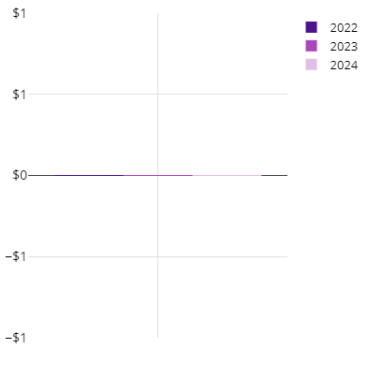
State Sources (3000s)



State School Fund (3101)

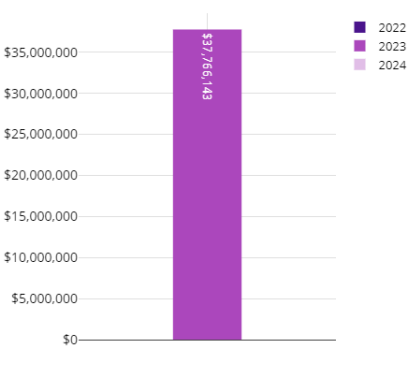


Intermediate Sources (2000s)



Federal Sources (4000s)

Other Sources (5000s)



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

To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: Consent Agenda

Type: ☒ Action Item ☐ Report / Presentation

Policy: BD/BDA: Board Meetings; BDDF: Conduct of Board Meetings

Date: August 23, 2023

Connection to Strategic Plan Goal Topics:

☒ Marginalized Students
☒ Culturally Responsive Teaching
☒ Student and Staff Wellness
☒ Professional Development

Summary / Background:

A. Approval of Personnel Order
B. Approval of Prior Meeting Minutes
C. Intergovernmental Agreement with Willamette Promise
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    ii. Portland Public Schools and Columbia Regional: Deaf and Hard of Hearing Classrooms
    iii. Portland Public Schools and Columbia Regional: Services for the Visually Impaired
    iv. Serendipity Center, Inc
    v. Centennial School District: Learning Specialist at Rosemary Anderson
K. Alternative Education Program List
L. 2023-2024 Fee Schedule

Previous Board Action:
Not Applicable.

Financial Implications:
Not Applicable.

Motion:

A. Motion Made by Board Member:
    a. I move that the Board approve all Consent Agenda items as presented.
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.

Reynolds School District
Board of Education Business Meeting
Meeting Minutes

July 26, 2023
6:00 PM
Wood Village City Hall

Present: Patty Carrera, Ana Gonzalez Muñoz, Francisco Ibarra, Aaron Muñoz, Michael Reyes, Joyce Rosenau,
Absent: Cayle Tern.

I. 5:30p - Executive Session

The Reynolds School Board and the Superintendent will recess into Executive Session at 6:00p, under ORS 192.660(2)(a) Personnel. Executive Session is closed to the public.

II. 6:00p - Call to Order

- Chair Ana Gonzalez Muñoz called the July 26, 2023 Business Meeting to order at 6:01p.

A. Roll Call

B. Consider Approval of the July 26, 2023 Agenda

I move that the Board approve the July 26, 2023 agenda as presented. This motion, made by Aaron Muñoz and seconded by Michael Reyes, Passed.

Yea: 6, Nay: 0

C. Pledge of Allegiance

D. Land Acknowledgement

- Vice Chair Aaron Muñoz read the Land Acknowledgement into the record.

E. Mission and Vision

- Chair Ana Gonzalez Muñoz read the Mission and Vision statements into the record.

III. 6:10p - Oath of Office

- Ana Gonzalez Muñoz, Joyce Rosenau, Patty Carrera, and Francisco Ibarra took the oath of office.

IV. 6:15p - Election of Board Officers

A. Elect a 2023-2024 Board Chair

- Ana Gonzalez Muñoz nominated herself for the position of Board Chair.
- The Board unanimously voted for Ana Gonzalez Muñoz.

B. Elect a 2023-2024 Board Vice Chair

- Aaron Gonzalez nominated himself for the role of Vice Chair.
- Patty Carrera nominated Joyce Rosenau for the role of Vice Chair.
- The Board voted and Aaron Muñoz was elected 4-2.

- Ana Gonzalez Muñoz: Aaron Muñuz
- Aaron Muñoz: Aaron Muñoz
- Joyce Rosenau: Joyce Rosenau
- Michael Reyes: Aaron Muñoz
- Patty Carrera: Joyce Rosenau
- Francisco Ibarra: Aaron Muñoz

V. 6:25p - 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.

VI. 6:40p - Superintendent's Reports

A. Announcements/Reports

B. Communications Report

C. Financial Report

VII. 7:00p - Consent Agenda

I move that the Board approve the Consent Agenda as presented. This motion, made by Francisco Ibarra and seconded by Michael Reyes, Passed.

Yea: 6, Nay: 0

A. Approval of Personnel Order

B. Approval of Prior Meeting Minutes

C. Approval of the 2023-2024 Board Calendar

D. Resolution 2023-2024-001 Designating District Officers, Clerks, Agents, and Depositories of Funds

E. Authorization to Spend in Excess of $500,000 for 2023-2024 for Nutrition Supplies

VIII. 7:05p - Action Items

A. ESSER Facilities Projects

I move that the Board authorization the expenditure of over $500,000 for facilities projects using ESSER funds. This motion, made by Michael Reyes and seconded by Francisco Ibarra, Passed.

Yea: 6, Nay: 0

IX. 7:10p - Board Announcements and Discussion

A. Individual Board Members - Announcements and Reports

B. Upcoming Board Meetings

X. 7:15p - Adjourn

- Chair Ana Gonzalez Muñoz adjourned the July 26, 2023 at 6:52p.

Reynolds School District
Board of Education Work Session
Meeting Minutes

August 9, 2023
6:00 PM
Wood Village City Hall

Present: Patty Carrera, Ana Gonzalez Muñoz, Francisco Ibarra, Michael Reyes, Joyce Rosenau, **Absent:** Aaron Muñoz, Cayle Tern.

I. 6:00p - Call to Order

- Chair Ana Gonzalez Muñoz called the August 9, 2023 Work Session to order at 6:04p.

A. Roll Call

B. Land Acknowledgement

II. 6:05p - Public to be Heard

III. 6:15p - Role of the Board: Rebekah Jacobson

IV. 6:45p - Policy First Reading: Sections AB, C, E, F, and I

V. 7:30p - Action Item: Authorization to Spend for Edgefield Demolition

I move that the Board authorize an expenditure in excess of $500,000 for the demolition and backfill of Building F at the Edgefield Campus. This motion, made by Michael Reyes and seconded by Francisco Ibarra, Passed.

Yea: 5, Nay: 0

VI. 7:35p - Adjourn

- Chair Ana Gonzalez Muñoz adjourned the meeting at 7:39p.

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

To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: **Intergovernmental Agreement with Willamette Education Service District**

Type: ☒ Action Item ☐ Report / Presentation

Policy: BBA: Board Powers and Duties

Date: August 23, 2023

Connection to Strategic Plan Goal Topics:

☒ Marginalized Students
☐ Culturally Responsive Teaching
☐ Student and Staff Wellness
☒ Professional Development

Summary / Background:
This Intergovernmental Agreement renews Reynolds High School's inclusion into the "Willamette Promise" program which offers students dual credit for classes accredited through the Willamette Education Service District. The agreement offers professional development for RHS teachers to ensure the content and assessments of their classes are eligible.

Previous Board Action:
The Board approves all IGAs and has approved agreements with Willamette Promise in the past.

Financial Implications:
The district shall be charged $3.86 per ADMw for students at Reynolds High School not to exceed an annual cost of $25,000.

Motion:

A. Motion Made by Board Member:
    a. I motion that the Board approve the IGA between the Reynolds School District and Willamette Education Service District to renew RHS' participation in the Willamette Promise program for students to earn dual credit.
B. Motion Seconded by Another Board Member
C. Points of Clarification / Discussion
D. Call for Board Vote

Willamette
EDUCATION SERVICE DISTRICT

INTERGOVERNMENTAL AGREEMENT

Between

Reynolds School District

and

Willamette Education Service District

THIS AGREEMENT is entered into and shall be effective on July 1 20 23, by and between Reynolds School District ("Agency") and Willamette Education Service District ("WESD").

RECITALS

WHEREAS, Reynolds School District and WESD are units of local government, as that term is defined in ORS 190.003; and

WHEREAS, ORS 190.010 provides that units of local government may enter into written agreements for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, have authority to perform; and states further that the agreement may provide for the performance of a function or activity:

1) By a consolidated department;

2) By jointly providing for administrative officers;

3) By means of facilities or equipment jointly constructed, owned, leased or operated;

4) By one of the parties for any other party;

5) By an intergovernmental entity created by the agreement and governed by a board or commission appointed by, responsible to, and acting on behalf of the units of local government that are parties to the agreement; or

6) By a combination of the methods described above; and

WHEREAS, ORS 190.020 requires the agreement to specify the functions or activities to be performed and by what means they shall be performed and, where applicable, the agreement shall provide for:

1) The apportionment among the parties to the agreement of the responsibility for providing funds to pay for expenses incurred in the performance of the functions or activities;

2) The apportionment of fees or other revenue derived from the functions or activities and the manner in which such revenue shall be accounted for;

3) The transfer of personnel and the preservation of their employment benefits;

4) The transfer of possession of or title to real or personal property;

5) The term or duration of the agreement, which may be perpetual;

6) The rights of the parties to terminate the agreement; and

WHEREAS, concerning the effect of the agreement, ORS 190.030 states:

1) When an agreement under ORS 190.010 has been entered into, the unit of local government, consolidated department, intergovernmental entity or administrative officer designated therein to perform special functions or activities is vested with all powers, rights and duties relating to those functions and activities that are vested in law in each separate party to the agreement, its officers and agencies;

2) An officer designated in an agreement to perform specific duties, functions or activities or two or more public officers shall be considered to be holding only one office;

3) An elective office may not be terminated by an agreement under ORS 190.010; and

WHEREAS, (put in circumstances giving rise for need of IGA)

To provide Willamette Promise and other related potential services using grants provided for this purpose.

; and

WHEREAS, Reynolds School District and WESD wish to enter into an agreement which provides Willamette Promise and other agreed upon services ; and

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the parties enter into the following:

AGREEMENT

1. Purpose of and Effective Date of Contract.

1.1. The purpose of this Contract is to provide Willamette Promise and other agreed upon services.

1.2. This Contract becomes effective upon execution by both parties and shall commence on July 1 20 23 , and remains in effect until June 30 20 24. Any renewals and/or changes to this agreement must be in writing, in the form of an amendment to this Contract and signed by both parties.

2. **Duties and Responsibilities of** Reynolds School District.

(Describe duties):

See Attachment A.

WESD net terms are 30 days to pay from date invoices are received.

2.1. Hourly Rate shall be $ NA (if applicable). The maximum total payment to the Agency under this Contract, including expenses is $ NA.

3. **Duties and Responsibilities of WESD.** Duties and responsibilities may include, but are not limited to:

(Describe WESD's duties):

See Attachment A

The ADMw agreement for services with Career and College supports will be provided to the district at half cost for year one participation and full cost for year two participation at $3.86 per ADMw per district for the 23-24 school year.

3.1. Hourly Rate shall be $ NA (if applicable). The maximum total payment under this Contract to the WESD, including expenses is $ 25,000.00.

4. **Term of the Agreement.** The parties may extend or renew this agreement, with all renewals or extensions agreed upon in writing.

5. Indemnification.

5.1. Reynolds School District and WESD are each independent governmental agencies. Neither Reynolds School District nor WESD is an agent for one another. Reynolds School District and WESD shall not be responsible for any legal liability, loss, practice, damages, costs and expenses arising in favor of any person, account of personal injuries, death, property loss or damage occurring, growing out of, incident to, or resulting directly or indirectly from the acts or omissions of the other party under this Intergovernmental Agreement.

5.2. Both and WESD shall obtain and at all times keep in effect comprehensive liability insurance and property damage insurance covering each respective party's own acts and omissions under this agreement. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specified in ORS 30.270.

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 (5) 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 the written consent of the student's parent/guardian, and must be used only for the purposes identified in this Agreement.

7. **Assignment.** Neither party to this agreement may assign its interest in the agreement without the express written consent of the other party.

8. **Compliance With Laws.** During the entire term of this agreement, the parties shall comply in every respect with all laws, rules and regulations of the State of Oregon as well as agency policies affecting their rights and responsibilities under the contract.

9. **Waiver.** No waiver of any portion of this agreement shall be deemed or shall constitute a waiver of any other portion thereof, nor shall any waiver constitute a continuing waiver.

10. **Contract Disputes.** The parties agree that any disagreement regarding the interpretation, meaning or any provision of this agreement shall be settled by arbitration if so requested by either party in writing. The arbitration decision will be binding upon the parties. The cost of such arbitration shall be shared equally between the parties.

11. **Termination or Suspension of Performance.** This Intergovernmental Agreement may be terminated under the following conditions.

11.1. By mutual consent of both parties, by either party on 30 days' notice, in writing and delivered by certified mail or in person.

11.2. Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to the notice of termination;

11.3. The parties agree to promptly settle all accounts existing from work performed under this contract upon termination.

12. **Integration Clause.** The foregoing represents the entire agreement between the parties and any prior understanding or representations of any kind preceding the date of this agreement shall not be binding upon the other party except to the extent incorporated in this agreement.

13. **Modifications.** No modification of this agreement shall be binding upon the parties unless reduced to writing.

I have read this Agreement including attached Exhibit(s) if applicable.
I certify I have the authority to sign and enter into this Agreement. I understand this Agreement and agree to be bound by its terms.

	Russ Allen
Agency Representative Name	*WESD Representative Name*
	Executive Director of Business Services
Agency Representative Title	*WESD Representative Title*
Agency Representative Signature	*WESD Representative Signature*
	Jul 20, 2023
Date signed	*Date signed* Adam Whalen Adam Whalen (Jul 20, 2023 13:29 PDT)

Duties and Responsibilities of School District:

The District agrees to:

1. A total program cost of half the district ADMw program cost for year one participation in the program and full district ADMw in year two and subsequent years (current cost is $3.86 for the 23-24 school year).
2. Pay their Willamette Promise teachers a stipend between $500-$1000 for their participation in the program. Stipends are based on the number of courses and sections a teacher offers in an academic year. The stipend amount includes associated payroll costs. Districts may pay from their general funds or with other agreements with their local ESD.
3. Cover sub and travel costs for teacher, counselors, and staff member participation in Willamette Promise training.
4. Support teachers in attending professional learning communities throughout the school year (75% attendance is required for educators to maintain eligibility to teach under Willamette Promise)
5. Cover or accept funds for student activities that are agreed upon by WP and district staff.
6. Notify WP staff if the district intends to cover costs associated with dual credit courses.
7. Support in the collection of student fees. If fees are not collected or are unpaid by students by the end of the year, the district agrees to pay the difference. WESD will invoice, itemized by high school, the district of any gap in student fees owed and student fees received by June 30th of each year.
8. Assist in processing of any stipends, grant funds, or other monetary details that are accessible throughout the year as part of Willamette Promise or additional related grant work.
   These funds may include but are not limited to:
   - Educator Externship stipends
   - Training Stipends
   - Grant funds for student transportation or opportunities

**Please note that any stipend amounts include associated payroll costs. If you are receiving funds from the WESD there will be no funds added to the total amount for APC. Teachers and staff are aware of this and are notified.

Duties and Responsibilities of WESD:

WP staff agrees to:

1. Communicate final teacher stipend amounts for dual credit teachers in May.
2. Provide a list of participating teachers to the district by the end of September..
3. Collect student fees using an electronic system. WESD will invoice, itemized by high school, the district of any gap in student fees owed and student fees received by June 30th of each year.
4. Complete the reimbursement for any student who has paid, but has not received credit, any student who pays more than once, or any student who pays in a district that covers student fees.
5. Notify the district of any potential grant funds or allocations for services that may come available to them throughout the year to be covered in this IGA.
6. Process any stipend costs for teachers for additional professional development opportunities. (Ex: Educator Externships)
7. Support the district with any needs that may arise concerning the Willamette Promise.

8. Provide all services associated with the Willamette Promise courses and career and college services.

000 Reynolds SD - Willamette Promise

Final Audit Report 2023-07-20

Created:	2023-07-20
By:	Patty Bermudes (patty.bermudes@wesd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAu5qOo_mY430ZitBkXZ2-eGyrVU0OR2AQ

"000 Reynolds SD - Willamette Promise" History

Document created by Patty Bermudes (patty.bermudes@wesd.org)
2023-07-20 - 6:22:20 PM GMT

Document emailed to Adam Whalen (adam.whalen@wesd.org) for signature
2023-07-20 - 6:22:59 PM GMT

Email viewed by Adam Whalen (adam.whalen@wesd.org)
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Document e-signed by Russ Allen (russ.allen@wesd.org)
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Agreement completed.
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Adobe Acrobat Sign

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

To: Board of Directors

From: Shaunice Silas, Executive Director of Human Resources

Subject: **Student Teaching IGAs**

Type: ☒ Action Item ☐ Report / Presentation

Policy: Board Powers and Duties - BBA

Date: August 23, 2023

Connection to Strategic Plan Goal Topics:

☒ Marginalized Students
☒ Culturally Responsive Teaching
☐ Student and Staff Wellness
☒ Professional Development

Summary / Background:
University of Oregon, Oregon State University, and Portland State University would like to place student teacher candidates within the Reynolds District for supervised teaching and field teaching experiences.

Previous Board Action:
The Board approves all IGAs and has approved similar agreements in the past.

Financial Implications:
Not Applicable.

Motion:

A. Motion Made by Board Member:
    a. I move that the Board approve the IGAs for student teaching placements between RSD and OSU, OU, and PSU.
B. Motion Seconded by Another Board Member
C. Points of Clarification / Discussion
D. Call for Board Vote

University of Oregon
Clinical Field Placement Affiliation Agreement
PCS# 226000-05960-O

This Clinical Field Placement Affiliation Agreement (the "Agreement") is entered into by and between Reynolds School District ("Training Site") and the University of Oregon ("University"). The Training Site and the University shall collectively be referred to herein as the "Parties".

Recitals

Field Placements (defined below) are a critical element in Students' (defined below) professional training as they provide hands-on opportunities that expand class-based instruction and foster a connection to the field.

The Training Site has suitable experiences, supervisors, mentors, and facilities available for the educational experience of University students ("Students"), Training Site mentors are willing to serve as hosts who provide a welcoming learning experience, and relevant professional training and support for Students in keeping with the requirements of their course of study or licensing needs.

It is mutually beneficial to the University and the Training Site to have Students engage in Field Placements at the Training Site's facilities.

The purpose of this Agreement is to provide Students within University's College of Education and School of Music and Dance with Field Placements that Students are required to complete as part of their degree, educator preparation licensure, or certificate curriculum requirements. This Agreement sets forth the duties and responsibilities of the Training Site and the University with respect to these Field Placements.

Definitions

1. The "Training Site" is the school district, agency, or business entity that has the legal authority to enter into this Agreement with the University. The actual professional setting (i.e., school, agency, or institution) and location is stated in **Exhibit B**.

2. The "University" is the University of Oregon, which enters into this Agreement for Field Placements on behalf of its College of Education and School of Music and Dance.

3. "Field Placements" refer to the Field Study, practica, student teaching, internship, or externship experience(s) Students are required to complete as part of their degree, educator preparation licensure, or certificate curriculum requirements.

4. "Field Study" refers to a Field Placement in which Students are placed in a professional setting to extend their prior or concurrent learning by observing and participating in the experiences of that setting without engaging in any prescribed professional activities that serve the setting.

5. "Licensure Expectations" refer to the expectations of education preparation programs at University that require a specific and regulated Training Site and Field Placement experience to complete and apply for their state or national licensure credentials. For the purposes of this Agreement, practicum and student teaching experiences are named as activities typically associated with the pursuit of licensure.

6. “Non-licensure Expectations” refer to Field Placements for Students enrolled in a University degree or certificate program that requires a general field experience training as determined by the program to fulfil expectations in thatacademic program. For the purposes of this Agreement, Field Study expectations typically align with non-licensure expectations.

7. The “Program Handbook” defines the Program’s objectives, requirements, and responsibilities of the Training Site, University, and Students seeking licensure.

8. “University Supervisor(s)” are teachers, administrators, and other personnel employed or representing the University participating in the Field Placement.

9. “Cooperating Professional(s)” refers to teachers, site supervisors, administrators, counselors, school psychologists, and other personnel employed or representing the Training Site and participating in the Field Placement.

Agreement

As consideration for the mutual covenants and agreements contained in this document, university, and training site agree as follows:

1. The Training Site shall cooperate to provide Students with Field Placements as further detailed in the Program Handbook.

2. University and Training Site acknowledge that Students engaged in Field Placements will not provide services under this Agreement apart from their educational value.

3. Mutual Obligations.

    b. University’s Placement Coordinator will work with the Training Site’s central administrator or designee to coordinate and obtain specific Field Placement approval. The Training Site will designate one or more Cooperating Professionals.

    c. Students engaged in Field Placements may not independently arrange for any assignment(s) with the Training Site or its Cooperating Professionals.

    d. Training Site shall ensure proper oversight of Students engaged in Field Placements. The assignment of Students to Cooperating Professionals will be decided jointly by the Training Site and the University.

        Selection and placement of Students and Cooperating Professionals will be made without regard to sex, color, race, religion, age, national origin, sexual orientation, marital status, disability, or veteran’s status but may consider the nature of the students’ specific course of study, interests, and/or educational needs when possible.

    e. Parties shall keep one another informed of changes in supervision, coordination, and/or Student expectations regarding Field Placement.

    f. Evaluation of Students and their satisfactory completion of their Field Placement will be made jointly by the Cooperating Professional and the University Supervisor(s).

2. University Obligations. University will:

a. Provide Training Site administrators with pertinent professional and academic information for each Student engaged in a Field Placement, including affiliation dates, guidelines, Program Handbook, and evaluation forms for Cooperating Professionals' use. Any additional materials required by the Training Site must be requested in writing.

b. Inform the Student and University Supervisor of the behavioral and professional expectations associated with their Field Placement prior to final placement.

c. In compliance with the Oregon Health Authority's Oregon Administrative Rules (OAR 409-030-0100 to 409-030-0250) for Health Profession Student Clinical Trainings (effective July 1, 2014), University will provide evidence of Student(s)' immunizations, screenings, and trainings as required.

d. Unless otherwise stipulated, inform the Student and University Supervisor that participation in Field Placement at the Training Site is for educational purposes only and the Students are not employees of the Training Site for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, fringe benefits of employment, or workers' compensation insurance.

e. Establish and maintain ongoing communication with the Cooperating Professional(s) at the Training Site on items pertinent to all on-going Field Placements. Such communication may include a description of the curriculum, relevant course outlines, policies, and major changes to this information.

f. Compensate the Training Site for Students engaged in Field Placements as set forth in **Exhibit A**. The compensation outlined in **Exhibit A** is subject to change during the term of this Agreement in University's sole discretion. Compensation will not be provided for Students who are employed by the Training Site at the time they are engaged in a Field Placement. Additionally, compensation will not be provided for Field Study Field Placements.Compensation made pursuant to this section is the entire compensation to be provided by the University to the Training Site. Any compensation due under this section shall be made to the Training Site at the end of each term/semester that occurs during the term of the Agreement.

3. Training Site Obligations. Training Site will:

a. Accept a mutually agreed upon number of Students from the University who are recommended by the University and approved by the Training Site to participate in Field Placements to allow students to function appropriately with Training Site.

b. Assign Cooperating Professional(s) and provide support staff, facilities, and access to equipment necessary to conduct the Field Placements and provide Student supervision.

c. Ensure that Cooperating Professionals provide appropriate supervision of Student(s) and treat Students as professionals.

d. Provide and orient Students with Training Site policies, regulations, procedures, and any other relevant materials, to ensure Students function appropriately within the Training Site.

e. Provide opportunities for Students to engage in a variety of activities and to pursue their learning objectives.

f. Notify Students of the Training Site's Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232(g)) compliance policy and advise Students how to comply with such policy.

g. Notify Students engaged in Field Placements involving student teaching experiences of their obligations under Oregon's child abuse reporting law (ORS 419B.005 through 419B.050) and advise Students how to comply with such requirements.

h. Encourage Students to participate in in-service education programs when available.

4. Non-Licensure Field Placements.

a. The Training Site shall cooperate to offer Students engaged in Field Study for the purposes of course completion opportunities to engage in experiences as defined by that course.

b. Training Site shall ensure proper oversight of the Students. The assignment of Students to specific site Cooperating Professional(s) will be the Training Site's responsibility.

c. The University Supervisor(s) will support the Students and Cooperative Professional(s) in troubleshooting issues as they arise.

5. General Terms

a. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to conflicts of laws. Any claims, action, or suit relating to the performance of this Agreement shall be brought in Lane County, Oregon.

b. All notices, certificates, or communications shall be delivered electronically or mailed postage prepaid to the parties at their respective places of business set forth in **Exhibit B** unless otherwise designated in writing.

c. This Agreement constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Terms of the Agreement shall not be modified, supplemented, or amended without written consent. All other University and Training Site policies, procedures, and standards distributed to Program participants are for informational purposes only, and create no obligation for either of the Parties.

d. The Training Site understands and agrees that the University's performance of its financial obligations under this Agreement after the last day of the current biennium is contingent upon University receiving from the Oregon Legislative Assembly (including but not limited to its Emergency Board) appropriations, limitations, or other expenditure authority sufficient to allow the University, in the exercise of its reasonable administrative discretion, to perform its financial obligations under this Agreement.

e. All exhibits which are referred to in this Agreement are incorporated by reference into this Agreement.

f. The University and the Training Site are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right whether directly, indirectly or otherwise, to third parties.

g. Each Party hereby agrees to obtain and maintain, during the term of this Agreement, general liability, and professional liability coverage for itself, its employees and agents. Each Party hereby agrees to obtain and maintain, during the term of this Agreement, general liability, and medical professional liability coverage for itself, its employees, agents, and students. In particular, the University shall provide such insurance for students participating in the program. Such insurance shall be limited to the course and scope of the program that the University has arranged and approved for each student during the specific dates approved by University. The amount of such insurance shall be at minimum One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the aggregate.

h. Subject to the conditions and limitations of the Oregon Tort Claims Act, ORS 30.260 - 30.300 and the Oregon Constitution Article XI, Section 7, University agrees to indemnify and hold Contractor harmless, for losses that arise out of the University's obligations under this contract in the manner and to the extent provided by Oregon law; provided, that the Contractor promptly notifies the University in writing of any claim, gives the University sole control of the defense and settlement thereof, and provides all reasonable assistance in connection therewith. The indemnity provided under this section shall be payable only from funds of the University that are legally available for such purpose, which include, without limitation, all tuition, charges, rents and other operating revenue of the University. Notwithstanding any other provision of this Agreement, the indemnity provided under this section is governed by the laws of the State of Oregon.

i. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, or joint venture between University, Training Site, and Students in Field Placements. The University and Training Site agree to comply with all federal, state, county and local laws, ordinances, and regulations applicable to work performed by independent contractors. Both parties shall comply with federal and state civil rights and rehabilitation statutes, rules and regulations.

j. The Agreement is effective on date of the last signature and shall remain in force for five (5) years unless extended by the means of a mutually executed amendment or is terminated pursuant to the terms of this provision. This Agreement is invalid if provisions no longer comply with policies of the University. The Agreement may be terminated by mutual consentof the Parties at any time or by one party upon 30 days' written notice. In the event of such notice, students currently participating in the Program will be allowed to finish the Program.

k. The University and Training Site reserve the right to remove a Practicum Student at any time upon written mutual agreement. If Training Site determines a Practicum Student is not performing satisfactorily or that a Practicum Student has refused to follow site procedures, rules or regulations, Training Site may request to have a Practicum Student withdrawn, provided that Training Site makes such a request in writing, including a statement of the reason or reasons why Training Site is requesting to have the student

withdrawn.

l. Failure of the University to enforce any term of this Agreement shall not constitute a waiver by the University of such term or prevent the University from enforcing all other terms.

m. **EEO Notices.** Contingent on applicability, as set forth in 41 CFR §§ 60-1.1, 60-300.1 and 60-741.1, contractor and subcontractor agree to the following:

This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a), which are incorporated by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

n. The Parties agree that there will be no unlawful discrimination based on race, color, nationalorigin, religion, handicap, age, sexual orientation, or sex, or any other legally protected classification in the performance of this Agreement.

o. Training Site agrees to protect the confidentiality of Student information and to comply with the Family Educational Rights and Privacy Act of 1974 (FERPA) and its implementing regulations,specifically 20 U.S.C. 1232G, 34 C.F.R. § 99.1 et seq, and University Policy III.05.03, with respect to any redisclosure of personally identifiable information from education records obtained from the University.

6. Child Abuse Reporting: University and Training Site shall ensure Students participating in Field Placements are aware of their obligaions to comply with the child abuse reporting law (ORS 419B.005 through 419B.050) as if Students were a mandatory abuse reporter, including the obligation to immediately report to the proper state or law enforcement agency circumstances supporting reasonable cause to believe that any child has been abused. Training Site will inform Students of any additional internal reporting requirements required by Training Site.

7. The Parties, by signature below of their authorized representatives, acknowledge having read and understood this Agreement and agree to be bound by its terms and conditions.

SIGNATURES FOLLOW ON NEXT PAGE

UNIVERSITY	TRAINING SITE
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Exhibit A
Compensation

University aims to provide Training Site a stipend that reflects the value of the ongoing mentorship and expertise of our Cooperating Professionals, as well as the administrative and collaborative expectations linked to licensure. Below is the structure for which compensation is allocated:

A. University does not compensate Cooperating Professionals through the Training Site in instances where the Field Placement is:

- A Field Study that is primarily focused on observation: These placements may range approximately 3 to 15 active volunteer engagement hours per week in which a Student is enrolled for 0 to 2 University credit hours, this may vary by program.
- Linked to the Cooperating Professional's employment with the Training Site (See Section #2 Site Mentor).
- An out-of-state Field Placement, unless otherwise specified by University.
- At a clinical Training Site with a medical facility, unless otherwise specified by University.

B. University will compensate Cooperating Teachers through the Training Site In instances where the Field Placement is:

- Part-time, approximately 9 to 20 hours a week of on-site Student teaching engagement, this may vary by program. In such case, the Cooperating Professional is expected to plan and implement instructional activities, collaborate with University Supervisor to provide formalized assessments and evaluations, and adhere to Licensure Expectations.
- Full-time, approximately 21 to 40 hours a week of on-site Student teaching engagement, this may vary by program. In such case, the Cooperating Professional is expected to plan and implement instructional activities, collaborate with University Supervisor to provide formalized assessments and evaluations, and adhere to Licensure Expectations.
- In some cases, a candidate may be placed with two or more Cooperating Professionals. Training Site will only be compensated on a per Student basis regardless of the number of Cooperating Professionals supporting a Student. Payment to Training Site will not exceed a Student's placement type. Compensation will be based on the candidate's full- or part-time status.

C. Stipend Rates.

Academic Year	Field Study / Observation	Part-Time Practicum Placement	Full-Time Practicum Placement
2022-2023	$0.00	$162.00	$306.00
2023-2024	$0.00	$167.00	$315.00
2024-2025	$0.00	$172.00	$325.00
2025-2026	$0.00	$178.00	$335.00
2026-2027	$0.00	$183.00	$346.00
2027-2028	$0.00	$189.00	$357.00

D. University/School Partner Co-Pay Program.

1.1. For each Student engaged in a Field Placement for the purposes of pursuing licensure, the Training Site will earn enrollment privilege to register any educator employed by the Training Site at the University. According to University's policy, the Training Site will receive three (3) quarter hour credits per Student for each part time Field Placement, and five (5) quarter hour credits per student for each full-time placement.

1.2. Earned enrollment privileges must be used by an educator employed by the Training Site within five successive academic quarters (including summer session) following the quarter in which the service is provided, after which time the enrollment privileges are void.

1.3. The annual reduced tuition rate is listed in University's Fee book. In addition to the reduced tuition, prospective students are required to pay all applicable fees. Reduced tuition vouchers can only be redeemed during the term in which a prospective student wishes to enroll, and must be redeemed by the end of the 4th week of that term. Reduced tuition vouchers are not eligible for use with self-support course offerings, self-support programs or coursework taken in previous terms.

1.4. A co-pay privilege allows one individual to redeem up to eight-quarter credit hours in a specified term, and the total for one individual may not exceed twelve-quarter credit hours in one year.

1.5. Training Site employees who wish to redeem tuition waivers must complete all necessary procedures for admission to the University and course registration.

Exhibit B
Notices

Training Site:	All Schools within Reynolds School District
Contact Person:	Shaunice Silas
Phone:	503.661.7200
Email:	ssilas@rsd7.net
Address:	1204 NE 201st Ave Fairview, OR 97024-2499

University Contact Person:	Zeni Colorado Resa
Email:	jcolrad@uoregon.edu
Address:	230 HEDCO Education Bldg 5251 University of Oregon Eugene, OR 97403-5251

Copy Legal Notices To:

Purchasing and Contracting Services
1600 Millrace Drive, Suite #306
Eugene, OR 97403
uop2help@uoregon.edu

College of Education

Supervised Teaching or Counselor Field Experience

Oregon State University

Oregon State University ("UNIVERSITY") and ***Reynolds School District*** ("DISTRICT") agree that students who are admitted to the Professional Teacher Education Program and the School Counseling Program at UNIVERSITY and who are recommended by UNIVERSITY may do supervised teaching, counseling practica and internship in DISTRICT'S elementary, middle, and/or secondary schools according to the provisions of this Agreement. UNIVERSITY has established specific policies, procedures, and responsibilities for the conduct of its teacher candidate and counselor programs, which are contained in Handbooks distributed to all participants in the supervised teaching and counseling programs.

1. FINANCIAL ARRANGEMENTS

   a. UNIVERSITY compensates DISTRICT for full-time and part-time student teaching experiences. Counseling Internships shall be compensated as part-time experiences. It is understood that such compensation is not intended to subsidize DISTRICT'S educational program, but shall be distributed by DISTRICT to the cooperating teacher or counseling site supervisor and/or the principal or a DISTRICT staff person in accordance with arrangements to be determined by DISTRICT.

   b. This payment is the entire sum to be paid. Payment shall be made to DISTRICT upon DISTRICT's return of a signed invoice provided by UNIVERSITY at the end of each academic quarter.

2. STAFF PRIVILEGES

   a. For each student who receives student teaching and counseling practica or internship experience, DISTRICT will earn an enrollment privilege to register any licensed educator employed by DISTRICT at the UNIVERSITY's co-pay fee rate for not more than eight (8) quarter credit hours per term. DISTRICTS will receive three (3) quarter hour credits for part-time student teaching and five (5) quarter hour credits for full-time teaching. School counseling internships shall be compensated as part-time experiences.

   b. Earned enrollment privileges must be used by a licensed educator employed by DISTRICT within (5) successive academic quarters (including summer session) following the quarter in which the service is provided, after which time the enrollment privileges are void.

   c. Enrollment privileges (or unused portion thereof) are not cumulative. The co-pay fee is applicable only up to eight (8) credit hours in any academic quarter for any licensed educator, including summer session, even though DISTRICT may have earned two or more enrollment privileges.

   d. If a licensed educator using an enrollment privilege registers for eight (8) hours or fewer and desires the in-residence services provided by the Health Service and Incidental Fee, the licensed educator may elect those services by paying the appropriate fee for the number of hours enrolled. If the licensed educator using the enrollment privilege registers for more than eight credit hours, the first eight hours may be taken at the co-pay fee rate. Hours in excess of eight shall be at the appropriate credit hour rate (graduate or undergraduate, resident or nonresident) and the institution shall charge all mandatory Enrollment Fees applicable to the total number of hours for which the licensed educator is registering.

3. QUALITY PLACEMENTS: COOPERATING TEACHERS AND COUNSELING SITE SUPERVISORS

a. Cooperating teachers, teacher teams and counseling site supervisors who will be working with teacher candidates and school counseling students may be required to demonstrate competency in supervision. This may be achieved through participation in a course or workshop provided by UNIVERSITY and or DISTRICT in advance of or during the placement.

b. Clinical faculty (higher education and school faculty) are licensed in the fields that they teach or supervise and are master teachers or well recognized for their competence in their field.

c. Those assigned to supervise teacher candidates will work with UNIVERSITY'S supervisor in evaluating the teacher candidate's work samples and in reporting the success of candidates as required in OAR 584-017-1042 and OAR 584-017-1045.

d. The general policy will be to assign no more than one teacher candidate or school counseling student to a cooperating teacher or supervising counselor, but this does not preclude the assignment of additional students when consistent with the policy of the DISTRICT.

e. DISTRICT's cooperating teachers and counseling site supervisors will be selected jointly by the Superintendent and/or his/her designee, principal, and UNIVERSITY'S Licensure and Placement Specialist.

f. UNIVERSITY, at its sole discretion, may require that school classroom(s) in DISTRICT in which student teachers are placed and for which DISTRICT is compensated are implementing school reforms in line with the *Oregon Educational Act for the 21st Century,* to ensure that all teachers prepared at State universities have the opportunity to participate in a standards-based school environment during the student teaching practica.

4. TEACHER CANDIDATES & SCHOOL COUNSELING STUDENTS

a. The teacher candidate is required to complete a student teaching practicum of a minimum of 15 weeks. At least nine weeks of the practicum shall be considered the full-time student teaching experience. During the nine weeks, the teacher candidate: 1) shall be present for those hours required by DISTRICT of full-time classroom teachers; 2) assumes major responsibility for the full-range of teaching duties under the guidance of qualified personnel; and 3) teaches at least three fifty-minute periods per day (2.5 hours of teaching per day), or the equivalent thereof. The remaining six weeks will be either full-time or part-time practica.

b. Teacher candidates and school counseling students will be assigned to the principal for the appropriate school. The assignment of students to cooperating teachers or counseling site supervisors will be made jointly by DISTRICT and the UNIVERSITY'S Licensure and Placement Specialist in consultation with appropriate UNIVERSITY faculty.

c. The Parties agree they shall not discriminate on the basis of age, color, creed, disability, ethnicity, gender identity, genetic information, marital status, national origin, political affiliation, pregnancy, race, religion, sex, sexual orientation, veteran or military status, or on any other basis protected by federal and/or state law.

d. Teacher candidates and school counseling students will have contact with minors in performance of the activities that are the subject of this Agreement. UNIVERSITY shall ensure that no student will be recommended to DISTRICT for placement who has not successfully complete a criminal background check and a national fingerprinting background check. Further, UNIVERSITY is prohibited from placing any student teacher or clinical experience candidate who has plead guilty or has been convicted of any felony crime involving the physical neglect, injury, death, sexual abuse, or exploitation of a minor with the DISTRICT. DISTRICT is ultimately responsible for determining if a student is fit for duty at DISTRICT's facility and may require student to submit to an additional criminal background check for their purposes. UNIVERSITY will inform the student regarding the requirement of DISTRICT as it relates to criminal background checks.

e. Evaluation of the teacher candidate or school counseling student and the satisfactory completion of his/her assignment will be made jointly by the cooperating teacher or counseling site supervisor and the UNIVERSITY'S supervisor. DISTRICT will not be held responsible for any recommendation, evaluations or lack of any recommendation/evaluation regarding any student teacher or counselor in this Program.

5. GENERAL PROVISIONS

a. This Agreement becomes effective upon final signature, and shall remain in effect until June 30, 2028.

b. This Agreement may be terminated by mutual consent of the parties at any time or by one party upon sixty (60) days' written notice to the other party. This termination must be delivered by certified mail or in person. Such termination shall in no way affect the students' assigned prior to termination.

c. Each party shall be responsible, to the extent permitted by the Oregon Tort Claims Act (ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents. The teacher candidate or school counseling student is not an agent of UNIVERSITY.

d. DISTRICT shall save, indemnify, and hold harmless the OSU and its Board, officers, trustees. agents, employees, and members from all claims, suits, and actions of whatsoever nature resulting from or arising out of the activities of DISTRICT or its subcontractors, agents, or employees acting under this Agreement.

e. UNIVERSITY and DISTRICT understand that each is a public entity and insured with respect to tort liability, subject to the limits set forth in the Oregon Tort Claims Act (ORS 30.260-30.300). University is self-insured under ORS 352.087 with adequate levels of excess general liability and commercial auto liability. DISTRICT agrees to maintain liability insurance in an amount of not less than $2 Million per occurrence and $3 Million in the aggregate for injury or death in any one occurrence and property damage including loss of use. The parties will not be responsible for loss or damage of personal property owned by the other party or the other party's employees. UNIVERSITY does not waive the right to subrogation.

f. UNIVERSITY and DISTRICT agree to comply with all federal, state, county, and local laws,

ordinances, and regulations applicable to the work to be done under this Agreement. Both parties agree to comply with all applicable requirements of federal and state civil rights and rehabilitation statues, rules and regulations. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon.

g. Both UNIVERSITY and DISTRICT reserve the right to remove a teacher candidate or school counseling student from the program at any time for any reason deemed sufficient by the removing party.

h. Confidentiality of Student Records. The Parties acknowledge that many student educational records are protected by U.S. Family Educational Rights and Privacy Act (''FERPA''), meaning that generally student consent must be obtained before releasing specific student data to a third party. Parties agree to use any information received from Parties regarding any Student solely for the purposes of this Agreement and will not disclose any such information unless such disclosure is necessary to facilitate emergency services. Parties acknowledge and agree that they will work together in good faith to ensure compliance with the requirements of FERPA.

i. The failure of UNIVERSITY to enforce any provision of this Agreement shall not constitute a waiver by UNIVERSITY of that or any other provision.

j. UNIVERSITY does not permit its teacher candidates to be responsible for a classroom or school-related activities without the assignment of a licensed teacher or substitute for that classroom or activity unless prior arrangements have been made with UNIVERSITY Licensure and Placement Specialist.

k. UNIVERSITY may send small groups of students to observe activities within the school(s) of DISTRICT and individual students may be given the opportunity to gain work experience such as tutoring, teaching small groups, and providing presentation. No remuneration will be paid by UNIVERSITY for the privilege of observation, work experience, or research, and no staff rate or other privileges will be earned by DISTRICT teachers participating in these activities.

l. The terms of this Agreement may be modified, supplemented, or amended only by written amendment signed by all parties.

m. All notices shall be sent to the following:

UNIVERSITY: Karyn Costello Licensure and Placement Specialist Oregon State University College of Education Joyce Collin Furman Hall, Room 104 200 SW 15th Street Corvallis OR 97331-3502	DISTRICT:

W/copy to: Oregon State University Contract Services | PCMM Attn: Contracts Officer 644 SW 13th Street Corvallis, OR 97333 contract.services@oregonstate.edu	

n. Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement, it being understood that all parties need not sign the same counterpart.

o. This Agreement supersedes and replaces any other Agreements between DISTRICT and UNIVERSITY for supervised teaching or school counselor field experience, which shall be null and void upon execution of this Agreement.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE IF MADE SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. DISTRICT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

DISTRICT

_____
Tax Identification Number

_____
Signature Date

_____
Name

_____
Title

UNIVERSITY

By: _____
OSU College of Education Date

By:_____
Contract Services | PCMM Date

AGREEMENT
FOR SUPERVISED TEACHING AND FIELD TEACHING EXPERIENCES

Portland State University, herein called **UNIVERSITY,** and **Reynolds School District**, herein called **DISTRICT**, hereby agree that students of **UNIVERSITY** enrolled in a teacher licensure or added endorsement program in Education, herein called **TEACHER CANDIDATES,** who are recommended by the **UNIVERSITY,** may do supervised teaching in the **DISTRICT**'s early intervention, early childhood, elementary, middle/junior and/or high schools according to the provision of this "Agreement."

RECITALS

Whereas, field experience is a required and integral component of the UNIVERSITY's curriculum;

Whereas, the UNIVERSITY desires the cooperation of the DISTRICT in development and implementation of the field experience phase of its curriculum, (hereafter the "Program"); and

Whereas, the DISTRICT wishes to participate with the UNIVERSITY in development and implementation of the UNIVERSITY's program; and

AGREEMENT

Now, therefore, the parties agree as follows:

1) Quality Placements
   a. Cooperating Professionals of DISTRICT shall demonstrate competency per Council for Accreditation of Education Preparation ("CAEP") requirements and Interstate Teacher Assessment and Support Consortium ("InTASC") standards, as requested, prior to Teacher Candidate placement.

   b. Cooperating Professionals shall meet the following criteria:
      i. Are accomplished professionals who are licensed appropriately for their assignments and who are prepared for their roles as mentors and supervisors.
      ii. Have a minimum of three (3) years' experience immediately prior to supervision;
      iii. Meet any additional criteria for selection as specified by the UNIVERSITY's policies and procedures.

2) Program Expectations
   a. The Program shall be designed to meet the requirements of OAR 584-017-1038.
   b. Each DISTRICT shall ensure proper oversight of Teacher Candidates at each site.
   c. Selection and placement of Teacher Candidate will be made without regard to sex, color, race, religion, age, national origin, sexual orientation, marital status, disability, or veteran's status.

3) Payment to the DISTRICT
   The UNIVERSITY shall pay the DISTRICT the sum of $220 for each full-time (40 hours a week, equivalent of 10 weeks) licensure-related student teaching assignment and $110 for each half-time (20 hours a week, equivalent of 5 weeks) licensure-related student teaching assignment in the DISTRICT during each school year. Payment will be made for supervision of Teacher Candidates enrolled in supervised student teaching courses appearing on the Teacher Candidate's official registration. This payment is the entire sum to be paid. Payment shall be made to the DISTRICT by the UNIVERSITY at the end of each quarter of student teaching.

4) Enrollment Privileges for DISTRICT Supervising Teachers, School Administrators, and Specialist Personnel

a. For each Teacher Candidate who receives supervised teaching and field experience, provided under this Agreement the DISTRICT earns a co-pay privilege to register any employee of the DISTRICT at the UNIVERSITY co-pay fee rate. The rate is one-third of the tuition charged for the course. A "co-pay privilege" allows one individual to register for up to 8 quarter credit hours in the term it is used. The total reduced fee credits awarded for practica and student teaching may not exceed 11 in a year, per each UNIVERSITY Teacher Candidate provided services by the DISTRICT.

b. Supervised full-time student teaching: Co-pay privileges of 5 credit hours may be awarded to the DISTRICT for supervision of the final full-time student teaching per quarter. Student teaching is the culminating, full-time (40 hours per week) supervised teaching experience provided for Teacher Candidates completing a program approved by the Teacher Standards and Practices Commission (TSPC) leading to Preliminary Licensure.

c. Experiential preparatory practica or part-time student teaching: Co-pay privileges of 3 credit hours may be awarded to the DISTRICT for supervision of Teacher Candidates in experiential preparatory practica or part-time student teaching per academic quarter. These are practica assigned to or required of the Teacher Candidate prior to or concurrent with student teaching and/or other miscellaneous practica offered by the UNIVERSITY for Teacher Candidates completing a program approved by the Oregon Teacher Standards and Practices Commission leading to Preliminary Licensure, or specialty endorsements.

5) Redeeming Reduced Fee Credits

a. Earned co-pay privileges must be used by any employee of the DISTRICT within five successive academic quarters (including summer session) following the quarter in which the supervision is provided, after which time the co-pay privilege is void. Co-pay privileges must be used in accordance with current rules governing the UNIVERSITY or DISTRICT co-pay programs.

b. Co-pay privileges (or unused portions thereof) are not cumulative. The staff fee is applicable only up to 8 credit hours in any academic quarter for any DISTRICT employee, including summer session. If the DISTRICT employee using the privilege enrolls for fewer than 8 credits, the unused portions of an enrollment privilege may not be carried to another term or used by another employee.

c. A co-pay privilege may be used during any academic term (including summer session) at the UNIVERSITY.

d. The UNIVERSITY determines its own policies regarding acceptance of reduced fee privileges, and may restrict use of enrollment privileges in courses on a "space available" basis or impose other reasonable restrictions consistent with UNIVERSITY needs.

e. If a DISTRICT employee using a co-pay privilege registers for 8 hours or fewer and desires the in-residence services provided by the Health Service and Incidental Fee, the DISTRICT employee may elect those services by paying the appropriate fee for the number of hours enrolled. If the DISTRICT employee using the co-pay privilege registers for more than 8 credit hours, the first 8 hours may be taken at the co-pay rate. Hours in excess of 8 shall be at the appropriate credit hour rate (graduate or undergraduate, resident or nonresident) and the UNIVERSITY shall charge all Enrollment Fees applicable to the total number of hours for which the DISTRICT employee is registering.

6) General Provisions

a. To the extent permitted under law, including, without limitation, the Oregon Constitution Article XI, Section 7, and subject to the limitations and conditions of the Oregon Tort Claims Act (ORS 30.260-30.300), UNIVERSITY shall indemnify and hold the DISTRICT/AGENCY, its officers, agents and employees harmless from and against liability and costs arising out of the activities of UNIVERSITY's officers, agents, or employees acting within the scope of their employment and duties in performance of this Agreement; provided, however, that UNIVERSITY shall not be required to indemnify the DISTRICT/AGENCY for any such liability arising out of the wrongful acts of DISTRICT/AGENCY, its officers, employees or agents. To the extent permitted under law, The DISTRICT/AGENCY shall indemnify and hold the UNIVERSITY, and its officers, agents and employees harmless from all claims, suits and actions arising out of the activities of the DISTRICT/AGENCY, its officers, agents and employees acting under this Agreement; provided, however, that DISTRICT/AGENCY shall not be required to indemnify the UNIVERSITY for any such liability arising out of the wrongful acts of UNIVERSITY, its officers, employees, or agents.

UNIVERSITY, as a public university, is insured by the Public Universities Risk Management and Insurance Trust. All UNIVERSITY personnel, officers and employees, acting within the scope of their employment are covered for claims arising out of a single accident or occurrence, limited by ORS 30.270. Portland State University, as a public university, is insured for comprehensive general liability and professional liability with limits of $1 million per occurrence / $3 million aggregate. UNIVERSITY will provide coverage for general and professional liability for its officers, employees, and agents, acting within the scope of their employment, and for Teacher Candidates acting within the scope of their field experience, under this Agreement.

UNIVERSITY is a subject employer under the Oregon Workers' Compensation law in compliance with ORS 656.017, and will maintain workers' compensation insurance throughout the duration of the Agreement. UNIVERSITY Teacher Candidates are not to be considered agents, officers, or employees of the State of Oregon or Portland State University. Since a Teacher Candidate does not qualify as any of those persons, the UNIVERSITY is prohibited from providing worker's compensation insurance for Teacher Candidates.

DISTRICT shall carry comprehensive general liability and professional liability with limits of $1 million per occurrence/$3 million aggregate. DISTRICT shall provide School with evidence of such insurance upon request, and include "Portland State University, its agents and employees" as additional insured on such policies.

b. The UNIVERSITY and the DISTRICT agree to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Agreement. Both parties agree to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

c. This Agreement becomes effective on the latest date accompanying signatures below and shall remain in effect until terminated in writing according to Paragraph "h" below.

d. The failure of the UNIVERSITY to enforce any provision of this Agreement shall not constitute a waiver by the UNIVERSITY or that of any other provision.

e. The UNIVERSITY may send small groups of Teacher Candidates to observe activities within the school(s) of the DISTRICT and individual Teacher Candidates may be given the opportunity to gain work

experience such as tutoring, teaching small groups, and providing presentations. The UNIVERSITY's Teacher Candidates may conduct research projects within the school(s) of the DISTRICT when activities are consistent with the educational programs of the DISTRICT. These activities will be conducted with the approval and in accordance with the general rules of the DISTRICT and the UNIVERSITY. No remuneration will be paid by the UNIVERSITY for the privilege of observation, work experience, or research, and no staff rate or other privileges will be earned by the DISTRICT teachers participating in these activities.

f. Electronic Recording: DISTRICT will permit videotaping or audio or image recording by Teacher Candidates for self-evaluation of teaching effectiveness and for instructional use by the parties. DISTRICT and UNIVERSITY will collaborate to obtain appropriate releases from the parents of participating DISTRICT students. DISTRICT hereby agrees and consents to Teacher Candidate and UNIVERSITY uploading recordings of classroom footage to a third-party, secure, password-protected platform, for the purposes of enabling UNIVERSITY to review and evaluate Teacher Candidate performance.

g. The terms of this agreement may be modified, supplemented, or amended by written agreement signed by all parties.

h. The agreement may be terminated by mutual consent of the parties at any time or by one party upon sixty (60) days' notice to the other party. This termination must be in writing and delivered by certified mail or in person. Such termination notice shall not affect the Teacher Candidates assigned prior to the termination. The UNIVERSITY may invalidate this agreement within thirty (30) days of receipt by the UNIVERSITY's contract officer if the agreement does not comply with the UNIVERSITY's policies.

i. Both the UNIVERSITY and the DISTRICT reserve the right to remove a Teacher Candidate from the program at any time for any reason deemed sufficient by the removing party. The UNIVERSITY agrees that its Teacher Candidates and staff who participate in student teaching or practicum placements in association with DISTRICT staff and students on DISTRICT premises will conduct themselves in accordance with all DISTRICT policies. UNIVERSITY representatives agree to have all Teacher Candidates placed in the DISTRICT sign a form indicating that the Teacher Candidate understands this requirement.

j. Pursuant to Oregon Revised Statute 342.223(1)(d) and Oregon Administrative Rule OAR 584-017-1042(1) the UNIVERSITY agrees to fully comply with the requirement of the Oregon Teacher Standards and Practices Commission regarding criminal background checks and fingerprinting of Teacher Candidates prior to their placement with the DISTRICT.

k. While the UNIVERSITY may have specific policies, procedures and standards set out in individual education programs within the College of Education, including a Handbook distributed to all participants in the programs, these policies, procedures, and standards are for informational purposes only and create no obligation for either the DISTRICT or the UNIVERSITY arising from this Agreement.

l. The purpose of this agreement is to memorialize the understanding between the UNIVERSITY and DISTRICT. It shall not create any beneficial right in any individual.

m. The DISTRICT shall keep confidential and shall not disclose to any person or entity (a) Teacher Candidate applications; (b) Teacher Candidate health records or reports; and/or (c) any Teacher Candidate records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 123G, concerning any Teacher

Candidate participating in the Field Placement, unless such disclosure is authorized by the Teacher Candidate or is ordered by a court of competent jurisdiction. DISTRICT shall adopt and enforce policies and procedures necessary to protect the confidentiality of Teacher Candidate records as defined herein.

n. The UNIVERSITY shall instruct their respective Faculty, Staff and Teacher Candidates participating in the supervised teaching and field experience to maintain confidentiality of student information as required by law and by the policies and procedures of the UNIVERSITY and the DISTRICT. UNIVERSITY and Teacher Candidate are considered a "school official" of the DISTRICT for purposes of the Family Education Rights and Privacy Act ("FERPA"). Personally identifiable information regarding DISTRICT students obtained by UNIVERSITY or Teacher Candidate in the performance of this Agreement may only be used for purposes of performing duties under this Agreement, and for no other purpose. Except in limited circumstances permitted by law, UNIVERSITY and Teacher Candidate shall not disclose to any other party without prior consent of the parent/guardian any information regarding DISTRICT students that UNIVERSITY or Teacher Candidate may learn or obtain in the course and scope of performance of this Agreement. Any re-disclosure of confidential student information must be in compliance with the re-disclosure provisions of FERPA.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. DISTRICT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

This Agreement shall not become effective nor binding upon the UNIVERSITY or the DISTRICT until it has been executed below by all parties in the signature spaces provided.

DISTRICT

(Name of District/Organization)

(Street Address of District/Organization)

(City, State, Zip Code)

(Tax Identification Number)

By: Date:

(Signature of District Representative)

UNIVERSITY
Portland State University

By: Date:

(College of Education Dean)

By: Date:

(Portland State University Contract Officer)

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

To: Board of Directors

From: Koreen Barreras-Brown, Chief Academic Officer

Subject: **Trading Up Overnight Field Trip Request to Seattle**

Type: ☒ Action Item ☐ Report / Presentation

Policy: IICA: Field Trips and Special Events

Date: August 23, 2023

Connection to Strategic Plan Goal Topics:

☒ Marginalized Students
☒ Culturally Responsive Teaching
☒ Student and Staff Wellness
☐ Professional Development

Summary / Background:
This is an RLA Trades School-To-Career Co-Curricular Activity for Under Water Welding, Aerospace Engineers, and Construction of a Seattle Landmark at the Space Needle. Students will receive a tour of each site, participate in an orientation of entry requirements, meet with partners, and utilize tools of each of the trades. These sites are unique in that they are specialists in Seattle in their area and expand potential trades careers for Trades graduates. This trip is a new experience and provides students with the opportunity to network and develop skills from professionals within this specific labor community.

Previous Board Action:
The Board must approve all overnight field trips and has approved similar trips to this in the past.

Financial Implications:
Allocated and budgeted item from the RLA HSS funds. Estimated cost of trip Approximately $4,500. All expenses will be paid by RLA and through HSS funds. Total estimated expense is $4,500 expenses include snacks, breakfast, lunch and dinner for 16 people for three nights and 4 days ($1,440). Transportation is roughly $500. Students will stay at Camp SAMBICA at approximately $1,920 for three nights. Space Needle cost is $640.

Motion:

A. Motion Made by Board Member:
    a. I move that the Board approve the RLA Trading Up overnight trip request as presented.
B. Motion Seconded by Another Board Member
C. Points of Clarification / Discussion

D. Call for Board Vote

Reynolds School District

Code: **IICA-AR**
Adopted: 12/08/10

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 2023 Date(s) of Activity: April 29-May 2nd 2024

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 Seattle Washington.

4. Lodging:
   Students will stay in the dorms provided at the Camp.

5. Will Student Travel Insurance be obtained? _____ Yes X No

6. Estimated number of students: 14 Number of supervisors: 2

7. Parent permission slip on file: X Yes _____ No

8. Person or persons initiating request: Angie Gilbert, Trades Coordinator Date: August 2023

9. Principal approval: Aaron Ferguson Date: August 2023

Decision: Preliminary approval to continue with planning _____ Yes _____ No

If denied, reason _____

District Activities Coordinator Date

Final Approval _____ Yes _____ No

District Activities Coordinator Date

Reynolds School District
PURPOSE OF TRIP

1. **Itinerary:**

Itinerary:

April 29th -Travel to site.

- leave school at 9:30am arrive in Seattle at 1:30
- -check in and unpack, have dinner out
- -evening activities

April 30th -Aerospace Engineering

- arrive at site at 9am, presentation and site tour until 2pm, take tour of Space Needle, 3pm
- city exploration activities
- have dinner out
- evening activities

May 1st-Seattle Dive Institute

- arrive at site at 9am, presentation and site tour until 2pm
- city exploration activities
- have dinner out
- evening activities

May 2nd-Travel Home

- clean up at 8am
- breakfast at 9am
- begin trip home by 10:30am
- stop for lunch at 1pm
- 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-Career 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 three nights at Camp SAMBICA in Seattle Washington. 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 $4,500. Describe how the trip will be funded. (School funding? Fund raisers? Student/Parent funding?)

All expenses will be paid by RLA and through HSS funds. Total estimated expense is $4,500 expenses include snacks, breakfast, lunch and dinner for 16 people for three nights and 4 days ($1,440). Transportation is roughly $500. They will stay at Camp SAMBICA at approximately $1,920 for three nights. Space Needle $640.

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 Seattle, 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: Koreen Barreras-Brown

Subject: **MYC School to Work Forest/Watershed Ecology Field Trip**

Type: ☒ Action Item ☐ Report / Presentation

Policy: IICA-AR: Field Trips and Special Events

Date: August 23, 2023

Connection to Strategic Plan Goal Topics:

☒ Marginalized Students
☒ Culturally Responsive Teaching
☒ Student and Staff Wellness
☒ Professional Development

Summary / Background:
This is an MYC school-to-work orientation field education trip to Silver Falls, Oregon. Participants will be staying at Silver Falls State Park for three nights, leaving Reynolds Learning Academy on Tuesday, November 14, 2023 and returning Friday, November 17, 2023. There will be two MYC staff (female), One RLA teacher (male); 12 MYC/RLA students (four female students and eight male students).

The trip will provide students an opportunity to work with Oregon State Parks staff removing unwanted plants and helping with other projects on-site. Students will also learn about watersheds, cycles and systems, plant ecology, native mammals and aquatic animals, forest ecology, natural history, and hydro-electric and solar power.

This trip will provide students an opportunity to be immersed in the wilderness as a formal classroom. They will receive formal instruction using the outdoors as a lab to learn about biodiversity, human impact, key environmental indicators, and resource conservation. They will also take interpretive hikes and learn about mosses, lichens, and liverworts, nature journaling and forest ecology.

Previous Board Action:
This trip is similar to past MYC field experience approved by the RSD Board.

Financial Implications:
Estimated cost of trip is $1509. Funding has been secured through the MYC Fee for Service account. All funds allocated and budgeted item from the MYC/Trades M98 funds.

Budget of $1509.00 (Based on 15 people)

Item	*Amount*	
Lodging, food, supplies	4 Days/3 nights	$ 1116
Transportation (2 vans)	300 miles @ $1.31	$ 393
		TOTAL $1509

Motion:

A. Motion Made by Board Member:
    a. I move that the Board approve the MYC School to Work trip as presented.
B. Motion Seconded by Another Board Member
C. Points of Clarification / Discussion
D. Call for Board Vote

Code: **IICA-AR**
Adopted: 12/08/10

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: RLA West Multnomah Youth Cooperative (MYC)___ School: RLA West_____

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 16, 2023 Date(s) of Activity: Novemeber 14-17, 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.)

2. List staff member(s) responsible for students. List all other supervisors on trip.
2 RLA staff members: Rachel Johnson (RLA MYC Crew Leader) and Rosalee Sandy (MYC Program Coordinator) and one RLA male staff (TBD)

3. School equipment to be used:
RLA Proposes to use District Vehicles 202 and 212 for transportation to Silver Falls, Oregon.

4. Lodging:
Students will sleep in cabins at Silver Falls State Park, Oregon.

5. Will Student Travel Insurance be obtained? _____ Yes _X___ No

6. Estimated number of students: ____12___ Number of supervisors: ____3____

7. Parent permission slip on file: _X__ Yes ____No

8. Person or persons initiating request: Rose Sandy, MYC Coordinator__Date: 08/16/2023_

9. Principal approval: _Aaron Ferguson____ Date: _08/16/23__

Decision: Preliminary approval to continue with planning _____ Yes _____ No

If denied, reason _____

_____

District Activities Coordinator Date

Final Approval _____ Yes _____ No

_____

District Activities Coordinator Date

Reynolds School District
PURPOSE OF TRIP

1. List itinerary.

Proposed Itinerary:

Tuesday, November 14, 2023

8:30	Students arrive at school and begin loading vehicles
9:00-11:30	Leave RLA, group groceries shopping
11:30-**12:00**	Lunch
12:00	Arrive at Silver Falls
12:00-2:00	Interpretive hike through Forest
2:00-4:00	Field Instruction
4:00-5:00	Unpack gear, room assignments, expectations
5:00-6:30	Eat Dinner, cafeteria and dish clean up
6:30-7:30	Field lessons on Leave No Trace and Outdoor Ethics
7:30-8:30	Group Time, Team building activities
8:30-9:00	Get ready for bed
9:15	Lights out

Wednesday, November 15, 2023

6:00-8:00	Optional bird walk
7:30-9:00	Eat breakfast, pack lunches, clean up
9:00-**12:00**	Field Education
12:00-12:30	Eat lunch
12:30-4:00	Stream Education walk, Study of forest ecology
4:00-5:00	Quiet time in cabins
5:00-6:30	Dinner preparation, eat, clean-up
6:30-7:30	Team building activities
7:30-8:00	Group time
8:30-9:00	Get ready for bed
9:15	Lights out

Thursday, November 16, 2023

6:00-8:00	Optional bird walk
7:30-9:00	Eat breakfast, pack lunches, clean up
9:00-**12:00**	Service Project with State Parks
12:00-12:30	Eat lunch
12:30-4:00	Service Project with State Parks
4:00-5:00	Quiet time in cabins
5:00-6:30	Dinner preparation, eat, clean-up
6:30-7:30	Team building activities
7:30-8:00	Group time
8:30-9:00	Get ready for bed
9:15	Lights out

Friday, November 17, 2023

7:00—9:30	Wake up, eat, pack lunches and gear
10:00-**12:00**	Group hike
12:00-2:30	Lunch and Drive to RLA
2:00-3:35	Unload, clean gear and busses
3:35	Go home

2. What are the objectives of the trip and how are the experiences provided on the trip related to the class or school program?

The Multnomah Youth Cooperative will take a four day trip to Silver Falls, OR. They will complete a service project for the Oregon State Parks, compare/contrast the ecosystems and make connections about how the systems are interrelated. Students will receive educational opportunities through hands-on experience and broadened community exposure. We will be drawing connections between the projects we will be working on throughout the year and what we are studying, discussing human impact, land management practices, renewable energy and potential career opportunities.

Education Goals

A Education: Integration of classroom and field experience.

Teaches students how academics apply to the everyday workplace (answers the question, "where will I ever use this?")

1) Broadens understandings in basic core curriculum.

2) Science

a. Cascades Climatology and Ecology Study and Road Tour

H.2L.2 Explain how ecosystems change in response to disturbances and interactions. Analyze the relationships among biotic and abiotic factors in ecosystems.

H.3S.1 Based on observations and science principles, formulate a question or hypothesis that can be investigated through the collection and analysis of relevant information.

H.3S.2 Design and conduct a controlled experiment, field study, or other investigation to make systematic observations about the natural world, including the collection of sufficient and appropriate data.

H.3S.3 Analyze data and identify uncertainties. Draw a valid conclusion, explain how it is supported by the evidence, and communicate the findings of a scientific investigation.

b. Groundwater, Springs, Water Cycle and Watershed Influences Study at Silver Creek

H.2E.4 Evaluate the impact of human activities on environmental quality and the sustainability of Earth systems. Describe how environmental factors influence resource management.

H.3S.1 Based on observations and science principles, formulate a question or hypothesis that can be investigated through the collection and analysis of relevant information.

H.2E.1 Identify and predict the effect of energy sources, physical forces, and transfer processes that occur in the Earth system. Describe how matter and energy are cycled between system components over time.

c. Macroinvertebrate and Water Quality Study: Comparing Water Quality at Silver Creek and Downstream

H.2E.4 Evaluate the impact of human activities on environmental quality and the sustainability of Earth systems. Describe how environmental factors influence resource management.

H.3S.1 Based on observations and science principles, formulate a question or hypothesis that can be investigated through the collection and analysis of relevant information.

H.3S.2 Design and conduct a controlled experiment, field study, or other investigation to make systematic observations about the natural world, including the collection of sufficient and appropriate data.

H.3S.3 Analyze data and identify uncertainties. Draw a valid conclusion, explain how it is supported by the evidence, and communicate the findings of a scientific investigation.

d. Field Studies of Local Plants and Wildlife in the Silver Falls State Park

H.3S.1 Based on observations and science principles, formulate a question or hypothesis that can be investigated through the collection and analysis of relevant information.

H.3S.2 Design and conduct a controlled experiment, field study, or other investigation to make systematic observations about the natural world, including the collection of sufficient and appropriate data.

H.3S.3 Analyze data and identify uncertainties. Draw a valid conclusion, explain how it is supported by the evidence, and communicate the findings of a scientific investigation.

e. Geology Study: Fluvial Geomorphology of Silver Falls State Park

H.2E.1 Identify and predict the effect of energy sources, physical forces, and transfer processes that occur in the Earth system. Describe how matter and energy are cycled between system components over time.

3) Social Studies

a. Groundwater, Springs, Water Cycle and Watershed Influences Study

SS.HS.GE.07 Understand human modifications of the physical environment and analyze their global impacts and consequences for human activity.

SS.HS.GE.07.01 Distinguish between renewable resources and non-renewable resources and the global

consequences of mismanagement.
SS.HS.GE.07.02 Identify and understand different methods of extracting and using resources, and analyze and compare the effect on the environment.
SS.HS.GE.08 Identify and give examples of changes in a physical environment, and evaluate their impact on human activity in the environment.
SS.HS.GE.08.01 Identify and give examples of changes in human activity due to changes in the physical environment, and analyze the impact on both.

b. Macroinvertebrate and Water Quality Study: Comparing Water Quality at Silver Falls to that of the local community

Health

a. Complete multiple hikes
   i. Stimulates interpersonal communication and positive self-awareness.
   ii. Teaches safety and consciousness both on and off the job site.
   iii. **HE.HS.PA.01** Explain physical, academic, mental, and social benefits of physical activity and the relationship of a sedentary lifestyle to chronic disease.

b. Plan and cook meals eaten on the trip
   i. **HE.HS.HE.01** Describe dietary guidelines, food groups, nutrients and serving size for healthy eating habits.
   ii. **HE.HS.HE.02** Critique the adequacy of own diet for key nutrients and identify foods that supply the identified nutrients.

4) Language Arts

a. Thank you letters written to State Parks staff and volunteers
EL.HS.WR.03 Identify audience and purpose.
EL.HS.WR.04 Choose the form of writing that best suits the intended purpose--personal letter, letter to the editor, review, poem, report, or narrative.
EL.HS.WR.05 Use the writing process--prewriting, drafting, revising, editing, and publishing successive versions.
EL.HS.WR.09 Edit and proofread one's own writing, as well as that of others, using the writing conventions, and, for example, an editing checklist or list of rules with specific examples of corrections of specific errors.

b. Required journaling that allows for personal reflections on overall experience and lessons learned

5) Career and Technical Education 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
ix Exposes students to different management techniques
x Teaches students how to work with different leadership styles
xi Guides students on how to coordinate and manage projects.
xii How to respond and be successful in stressful and new environments
xiii How to identify and use key leadership skills
xiv Ongoing assessment of career and life opportunities.

3. How will the activities on the trip provide opportunities for students to obtain new skills, insights, knowledge or appreciations?

We will be spending three days as a group at Silver Falls State Park, this trip meets all requirements for the MYC program objectives in co-curricular activities, goal setting, team building and the importance of reaching accomplishments and achievements. Students will receive educational opportunities through hands-on experience and broadened community exposure. We will be reflecting on the projects we have been working on throughout the year, discussing human impact, land management practices and potential career opportunities.

We will be staying in the Silver Falls campground cabins. This trip will give students an opportunity to be immersed in the wilderness as a formal classroom. They will receive instruction using the outdoors as a lab to learn about biodiversity, human impact, key environmental indicators. We will also take interpretive hikes and have the opportunity to learn about mosses, lichens, and liverworts, nature journaling and forest ecology.

4. What effect does the trip have on other classes or programs?

   This trip is part of the CTE curriculum associated with the Multnomah Youth Program.

5. Estimated cost of trip $____1509.00_____. Describe how the trip will be funded. (School funding? Fund raisers? Student/Parent funding?)

The total cost for this trip will be $1509.00 Budget of (Based on 15 people)

Item	Amount	TOTAL $
Lodging, food, supplies (15 people)	4 Days/3 nights	$ 1116
Transportation (2 activity vans)	300 miles @ $1.31	$ 393

This trip is funded through the MYC M98 funds. No monies, outside of those provided for within that budget, will be used.

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).

   RLA Proposes to use District Vehicles 202 and 212 for transportation to Silver Falls, Oregon. Rachel Johnson and Rosalee Sandy, both certified Reynolds School District Activity Van Drivers (Type 10/20 licensed) will be responsible for the driving of the vehicles.

7. Describe supervision plans to ensure maximum safety for students.

   All students will adhere to the following guidelines and conditions while on the trip. Staff will be with students at all times to ensure maximum safety for students. We have created a schedule of activities and will review activity expectations before each activity so students are aware of where they should be, what they are doing and times for starting and stopping each activity.

   - 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 MYC's expectations and staff will notify Aaron Ferguson of any issues as they arise.

   - Staff will carry cell phones, these numbers have been made available to Aaronn Ferguson in case we need to be contacted, as well as Opal Creek main phone numbers and email contact.

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: Reynolds Learning Academy

Description of field trip/activity: MYC School to Work Field Trip

Location/Destination: Silver Falls State Park, Silver Falls, Oregon

Date(s) of field trip/activity: November 15-17 2022

Name(s) of person in charge of field trip/activity: Maya Seidel/Rosalee Sandy, MYC Staff

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: Frank Caropelo, Superintendent

Subject: **OSAA Speech & Debate Overnight Trip: University of Oregon**

Type: ☒ Action Item ☐ Report / Presentation

Policy: IICA: Field Trips and Special Events

Date: September 27, 2023

Connection to Strategic Plan Goal Topics:

☒ Marginalized Students
☐ Culturally Responsive Teaching
☒ Student and Staff Wellness
☐ Professional Development

Summary / Background:
The RHS Speech & Debate Team would like to attend the OSAA Robert D. Clark Invitational at University of Oregon November 17-19, 2023.

OSAA has a calendar of tournaments which run three seasons out of the year. The Robert D. Clark Invitational is prestigious and competitive, preparing our students early in the year for the level of competition they will face around the state of Oregon. This is a two-day tournament at the University of Oregon campus in Eugene.

Previous Board Action:
The Board has not previously approved this trip but has approved a similar trip to the OSAA State Championships in Spring 2023.

Financial Implications:
The cost to attend is approximately $200 per student, which includes travel to and from the festival, lodging for 2 nights, and individual tournament entry fees. Students will be paying for the cost of lodging, and fundraisers will cover tournament entry fees and travel in an Activity Van if needed beyond the District's allocated budget for transportation. Some students may be able to fundraise the entire cost of attendance.

Motion:

A. Motion Made by Board Member:
    a. I move that the Board approve the University of Oregon tournament trip for the Reynolds High School Speech and Debate team as presented.
B. Motion Seconded by Another Board Member

C. Points of Clarification / Discussion
D. Call for Board Vote

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REYNOLDS SCHOOL DISTRICT FIELD TRIP REQUEST

Trip Date: 11/17-19/23

Reason For Trip: RHS Speech & Debate Team OSAA Robert D. Clark Invitational at University of Oregon

Trip Type: Non-Reimbursable

Reimbursable trips are an extension of the classroom (a lesson plan MUST be attached to the the Field Trip Request) and will be billed at 30%. Non-reimbursable trips are; athletic trips, competition drama, music, etc, traveling beyond 100 miles from the Oregon border, summer school transportation and any other trip that is not an extension of the classroom, will be billed at 100%.

Origination From (School Name): RHS | Departure Date: 11/17/23 | Return Date: 11/19/23

Departure Time From Origination Site: 1:00p | Arrival Time At Destination: 5:00p | Departure Time From Destination: 7:00p

Where should the buses load at the Originating School: RHS Front Parking Lot--Activity Van

Allowable Field Trip Hours: 9:15am-2:00pm. On Late Start Days Hours Are: 10:25am-2:00pm

Destination: University of Oregon

Destination Address: 1585 E 13th Ave, Eugene, OR 97403

# of Adults: 1 | # of Students: 14 | Grade Level: 9-12 | # of Wheelchairs: 0 | # of Vehicles: 1

MAXIMUM BUS CAPACITY 50-52 PEOPLE PER BUS

Contact (Teacher's Name): Valerie Schiller | Contact Phone Number(Teacher's Cell Phone #): 503-380-1672

Payment Information: ASB | Budget #: 25811320322031231000

Grant Name & Number:

Outside Source (Contact Person, Billing Address & Phone #):

Is the outside payment source, providing a service as a partnership to us:

You are responsible for lodging and meals for Reynolds and/or Charter company driver(s).

Before you schedule your field trip please review the Reynolds School District Policy here, to determine if school board approval is required.

If Reynolds School Board approval is required, please attach the approved RSD Board Meeting Minutes.

☑ I (the teacher) understands and have reviewed the bus rules with my students. ***Be sure to review attached web links***

☑ http://policy.osba.org/reynolds/e/eeacc%20g1.pdf http://arcweb.sos.state.or.us/pages/rules/oars_500/oar_581/581_053.html

Teacher's Signature: Valerie Schiller | Date: 07-17-23

Administrator's Approval: [signature] | Date: 7-17-23

Reynolds School District

Code: **IICA-AR**
Adopted: 12/08/10
Revised/Reviewed: 10/09/13

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 board through 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 miles out-of-state, one-way or any overnight travel must have prior board approval.

CLEAR

Reynolds School District
INITIAL REQUEST FOR STUDENT TRAVEL OVER 100 MILES ROUND TRIP

Name of Group: RHS Speech & Debate Team School: Reynolds High School

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: 19 June 2023 Date(s) of Activity: 17-19 Nov 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.)
   Robert D. Clark Invitational at University of Oregon
2. List staff member(s) responsible for students. List all other supervisors on trip.
   Valerie Schiller
3. School equipment to be used:

4. Lodging:
   AirBnb, 531 W Broadway, Eugene, OR 97401
5. Will Student Travel Insurance be obtained? ☐ Yes ☑ No

6. Estimated number of students: 14 Number of supervisors: 1

7. Parent permission slip on file: ☑ Yes ☐ No

8. Person or persons initiating request: Valerie Schiller Date: 06-19-23

9. Principal approval: [signature] Date: 7-17-23

Decision: Preliminary approval to continue with planning ☒ Yes ☐ No

If denied, reason _____

_____

District Activities Coordinator Date

Final Approval ☐ Yes ☐ No

_____ _____
District Activities Coordinator Date

Reynolds School District
PURPOSE OF TRIP

1. List itinerary.

   11/17/23--Leave by 1pm from RHS Front Parking Lot
   11/17/23--Arrive at AirBnB lodging location by 5pm
   11/18-19/23--Tournament all day, departure at 7pm Sunday, back to campus by 10pm

2. What are the objectives of the trip and how are the experiences provided on the trip related to the class or school program?

   Fourteen students will compete in events at a prestigious OSAA tournament; they will gain significant world academic and social experiences and represent our district

3. How will the activities on the trip provide opportunities for students to obtain new skills, insights, knowledge or appreciations?

   The team will bond together on an overnight trip and experience a high level of competition early in the school year. They will gain strong feedback from their Speech and Debate events and be able to learn, grow, and be as competitive as possible.

4. What effect does the trip have on other classes or programs?

   Representing our school at a prestigious competition will show off our program around the state of Oregon, the experiences of which students will bring back and share with their classmates, teachers, and the community here at Reynolds

5. Estimated cost of trip $ 3,000. Describe how the trip will be funded. (School funding? Fund raisers? Student/Parent funding?)

   Fundraisers and student funding will cover the trip.

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).

   Our team will travel to and from RHS in a 14-passenger Activity Van the coach, Valerie Schiller, is licensed to drive.

7. Describe supervision plans to ensure maximum safety for students.

   The coach will be with students for much of the time during and outside of the tournament; students will room with another person and we will have a "buddy system" so they are accounted for at all times during the trip.

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: Reynolds High School

Description of field trip/activity: OSAA Robert D. Clark Speech & Debate Invitational

Location/Destination: University of Oregon

Date(s) of field trip/activity: 11/17-19/23

Name(s) of person in charge of field trip/activity: Valerie Schiller

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: _____

Medical Contact Information:
Physician: _____
Telephone: _____

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: Frank Caropelo, Superintendent

Subject: **Policy Second Reading and Approval: Sections AB, C, E, F, and I**

Type: ☒ Action Item ☐ Report / Presentation

Policy: BFC: Adoption and Revision of

Date: Policies August 23, 2023

Connection to Strategic Plan Goal Topics:

☒ Marginalized Students
☒ Culturally Responsive Teaching
☒ Student and Staff Wellness
☒ Professional Development

Summary / Background:
In partnership with Oregon School Boards Association (OSBA), a full-desk rewrite of Board policies has continued. Sections AB (Board Governance and Operations), C (General Administration), E (Support Services), F (Facilities), and I (Instruction) are ready for a second reading and approval with the Board.

All policy sections have been reviewed first by the Board Policy Review Committee made up of administrators, licensed staff, parents, and community members.

Previous Board Action:
The Board reviews and approves all final policies.

Financial Implications:
Not Applicable.

Motion:
A. Motion Made by Board Member:
   a. I move that the Board approval all policy sections as presented.
B. Motion Seconded by Another Board Member
C. Points of Clarification / Discussion
D. Call for Board Vote

Reynolds School District

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The following symbol is used on some policies:

** As used in this policy, the term parent includes legal guardian or person in a parental relationship. The status and duties of a legal guardian are defined in ORS 125.005(4) and 125.300-125.325. The determination of whether an individual is acting in a parental relationship, for purposes of determining residency, depends on the evaluation of the factors listed in ORS 419B.373. The determination for other purposes depends on evaluation of those factors and a power of attorney executed pursuant to ORS 109.056. For special education students, parent also includes a surrogate parent, an adult student to whom rights have transferred and foster parent as defined in OAR 581-015-2000.

Code: AC
Adopted: 1/04/07
Revised/Readopted: 5/13/10; 9/09/15; 6/13/18
Orig. Code(s): AC

Nondiscrimination

Required policy

The district prohibits discrimination and harassment on any basis protected by law, including but not limited to, an individual's perceived or actual race[1], color, religion, sex, sexual orientation, gender identity[2], national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, or ~~perceived disability, pregnancy, familial status, economic status,~~ veterans' status, ~~marital status or age,~~ or because of the perceived or actual race, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, marital status, age, mental or physical disability ~~or perceived disability~~, pregnancy, familial status, economic status, or veterans' status~~, marital status or age,~~ of any other persons with whom the individual associates.

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

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

The superintendent shall appoint individuals at~~a designee(s) to serve as~~ the district to contact on issues concerning~~compliance officer(s) for~~ the Americans with Disabilities Act ~~of 1990~~ and Americans with Disabilities Act Amendments Act (ADA),~~of 2008,~~ Section 504 of the Rehabilitation Act, Titles ~~of 1973,~~ ~~Title~~ VI and~~, Title~~ VII of the Civil Rights Act, Title IX of the Education Amendments, and ~~and~~ other civil rights or discrimination issues~~, and make known compliance officer(s) contact information~~[3]~~. The board will adopt~~ and notify students, parents/guardians, and staff with their names, office addresses, and phone numbers.

[1] Includes discriminatory use of a Native American mascot pursuant to OAR 581-021-0047. Race also includes physical characteristics that are historically associated with race, including but not limited to natural hair, hair texture, hair type and protective hairstyles as defined by ORS 659A.001 (as amended by House Bill 2935 (2021)).

~~[2] "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 behavior differs from that traditionally associated with the individual's sex at birth.~~

~~[3] Districts are required to notify students and employees of the name, office address and telephone number of the employee or employees appointed.~~

Thethe district will publish complaint procedures providing for prompt and equitable resolution of complaints from students, employees and the public, and such procedures will be available at the district's administrative office and available on the home page of the district's website.

Complaints regarding noncompliance with non-discrimination legislation shall be processed through the appropriate district policy and/or regulation.

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

END OF POLICY

Legal Reference(s):

ORS 174.100
ORS 192.630
ORS 326.051(1)(e)
ORS 408.230
ORS 659.805
ORS 659.815
ORS 659.850 - 659.860
ORS 659.865
ORS 659A.001
ORS 659A.003
ORS 659A.006
ORS 659A.009
ORS 659A.029
ORS 659A.030
ORS 659A.040
ORS 659A.103 - 659A.145
ORS 659A.230 - 659A.233
ORS 659A.236
ORS 659A.309
ORS 659A.321
ORS 659A.409
OAR 581-002-0001 – 002-0005
OAR 581-021-0045
OAR 581-021-0046
OAR 581-021-0047
OAR 581-022-2310
OAR 581-022-2370
OAR 839-003

Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (2018).
Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621-633 (2018); 29 C.F.R Part 1626 (2019).
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12112 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).
Equal Pay Act of 1963, 29 U.S.C. § 206(d) (2018).
Rehabilitation Act of 1973, 29 U.S.C. §§ 791, 793-794 (2018); 34 C.F.R. Part 104 (2019).
Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683, 1701, 1703-1705, 1720 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).
Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018); 28 C.F.R. §§ 42.101-42.106 (2019).
Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018); 29 C.F.R. § 1601 (2019).
Wygant v. Jackson Bd. of Educ., 476 U.S. 267 (1989).
Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212 (2018).
Genetic Information Nondiscrimination Act of 2008, 42 U.S.C. § 2000ff-1 (2018); 29 C.F.R. Part 1635 (2019).
House Bill 2935 (2021).
House Bill 3041 (2021).

Corrected 11/16/22

Code: AC-AR
Revised/Reviewed: 1/04/07; 5/13/10; 9/09/15; 6/13/18
Orig. Code: AC-AR

Discrimination Complaint Procedure

(Required to have an adopted complaint procedure; this is best practice)

**Any person, including students, staff, visitors and third parties, may file a complaint.

Complaints regarding discrimination or harassment, on any basis protected by law, shall be processed in accordance with the following procedures:

1. Complaints may be oral or in writing and must be filed with the principal. The principal shall investigate and determine the action to be taken, if any, and reply, in writing, to the complainant within 10 school days of receipt of the complaint.

   Any staff member that receives a written or oral complaint shall report the complaint to the principal.

2. If the complainant wishes to appeal the decision of the principal, ~~he/she~~the complainant may submit a written appeal to the superintendent or designee within five school days after receipt of the principal's response to the complaint.

   The superintendent or designee will review the ~~merits of the complaint and the~~ principal's decision and may meet with all parties involved. The superintendent or designee will review the merits of the complaint and the principal's decision. The superintendent or designee will respond, in writing, to the complainant within 10 school days.

3. If the complainant is not satisfied with the decision of the superintendent or designee, a written appeal may be filed with the ~~b~~Board within five school days of receipt of the superintendent's or designee's response in Step 2. The ~~b~~Board may decide to hear or deny the request for appeal at a Board meeting. If the Board decides to hear the appeal, ~~T~~the ~~b~~Board may meet with the concerned parties and their representative at ~~the next regular or special~~a ~~b~~Board meeting. The ~~b~~Board's decision will be final and will address each allegation in the complaint and contain reasons for the ~~b~~Board's decision. A copy of the ~~b~~Board's final decision shall be sent to the complainant in writing or electronic form within ~~10~~ **30 days of ~~this meeting~~receipt of the appeal.

If the principal is the subject of the complaint, the individual may start at step 2 and file a complaint with the superintendent or designee. If the superintendent is the subject of the complaint, the complaint may start at step 3 and should be referred to the Board chair. The Board may refer the investigation to a third party.

Complaints against the Board as a whole or against an individual Board member may start at step 3 and should be made to the Board chair and may be referred to district counsel. Complaints against the Board chair may start at step 3 and should be made directly to Board vice chair.

Timelines may be extended based upon mutual consent of both parties.
~~If the complainant, who is a person that resides in the district, is a parent or guardian of a student who attends school in the district or is a student, is not satisfied after exhausting local complaint procedures or 90 days, whichever occurs first, he/she may appeal in writing to the Superintendent of Public Instruction under Oregon Administrative Rule (OAR) 581-021-0049.~~ ~~The complainant, if a person who resides in the district, a parent or guardian of a student who attends school in the district or a student, is not satisfied after exhausting local complaint procedures, the district fails to render a written decision within 30 days of submission of the complaint at any step or fails to resolve the complaint within 90 days of the initial filing of the complaint, may appeal the district's final decision to the Deputy Superintendent of Public Instruction under Oregon Administrative Rules (OAR) 581-002-0001 – 581-002-0023~~.

The complainant may appeal the district's final decision to the Deputy Superintendent of Public Instruction under Oregon Administrative Rule (OAR) 581-002-0001 - 581-002-0023 if: the complainant resides in the district, is the parent/guardian of a student who attends school in the district, or is a student; AND 1) the complainant has exhausted local complaint procedures; 2) the district failed to render a written decision within 30 days of submission of the complaint at any step; or 3) the district failed to resolve the complaint within 90 days of the initial filing of the complaint.

DISCRIMINATION COMPLAINT FORM

***Any person, including students, staff, visitors and third parties, may file a complaint.*

Name of Person Filing Complaint _____ Date _____ School or Activity _____

Student/Parent ☐ Employee ☐ Nonemployee ☐ (Job applicant) Other ☐ _____

~~Type of discrimination: ☐ Race ☐ Color ☐ Religion~~
~~☐ Sex ☐ National Origin ☐ Disability~~
~~☐ Marital Status ☐ Age ☐ Sexual Orientation~~
~~Other ☐ _____~~

Type of discrimination:

☐ Race
☐ Color
☐ Religion
☐ Sex
☐ National or ethnic origin
☐ Gender identity
☐ Mental or physical disability
☐ Marital status
☐ Familial status
☐ Economic status
☐ Veterans' status
☐ Age
☐ Sexual orientation
☐ Pregnancy
☐ Discriminatory use of a Native American mascot
☐ Other _____

Specific complaint: (Please provide detailed information including names, dates, places, activities and results of informal discussion.) _____

_____

_____

_____

Who should we talk to and what evidence should we consider? _____

_____

_____

_____

Suggested solution/resolution/outcome: _____

_____

_____

_____

This complaint form should be mailed or submitted to the principal or designee.

Direct complaints related to educational programs and services may be made to the U.S. Department of Education, Office for Civil Rights. Direct complaints related to employment may be filed with the Oregon Bureau of Labor and Industries, Civil Rights Division, or the U.S. Department of Labor, Equal Employment Opportunities Commission.

Corrected 11/16/22; **Corrected 5/04/23

Code: ACA
Adopted: 4/26/17
Orig. Code: ACA

Americans with Disabilities Act

Optional policy; required

The district, in compliance with the Americans with Disabilities Act of 1990 and the Americans with Disabilities Act Amendment Act of 2008 (ADA), is committed to maintaining employment practices, services, programs and activities that provide equity to qualified individuals with disabilities.

The district will provide reasonable accommodations for the known disabilities of all applicants and current employees in all employment application procedures; hiring, advancement or discharge; employee compensation; job training; other terms, conditions and privileges of employment upon request and advance notice.

A reasonable accommodation must not present an undue hardship for the district, be unduly costly, extensive or disruptive; nor present a direct threat to the health or safety of the individual or others in the workplace.

District services, programs and activities will be accessible and usable by qualified individuals with disabilities, consistent with Section 504 of the Rehabilitation Act of 1973 and the ADA. Accessibility may be achieved through nonstructural as well as structural methods.

In order to achieve equal access, the district will make available appropriate auxiliary aids and services that promote effective communications. Primary consideration will be given to the request of individuals with disabilities in the selection of appropriate aids and services. Final determination will be made by the Board~~board~~. Auxiliary aids and services determinations will be based on availability, effectiveness and financial or administrative burden to the district.

The Board~~board~~ directs the superintendent to develop and implement an appropriate plan that provides for district compliance with the ADA, including the appointment of an ADA compliance officer and the establishment of a process for the investigation and prompt and equitable resolution of any complaint regarding noncompliance.

Retaliation is prohibited against anyone who files a complaint of discrimination, participates in an Office of Federal Contract Compliance Program proceeding or otherwise opposes discrimination under federal or state laws.

END OF POLICY

Legal Reference(s):

Rehabilitation Act of 1973, 29 U.S.C. §§ 503, 791, 793-794 (2010).
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2006); 28 C.F.R. Part 35 (2010).
Chevron U.S.A. Inc. v. Echazabal, 536 U.S. 73 (2002).
Americans with Disabilities Act Amendments Act of 2008.

Corrected 11/16/22

Code: AE
Adopted: 1/04/07
Revised/Readopted: 5/13/10; 4/26/17
Orig. Code: AE

District Goals

(Highly recommended policy; includes some required actions and best practices.)

All district and program goals shall be determined based on the need for appropriate student achievement opportunities and the health and safety of students and employees.

The district shall maintain an aligned and articulated K-12 program designed to maintain good instruction and, where necessary, improve instruction which improve student achievement, supports the academic growth beyond proficiency in academic content standards and encourages the attainment of individual goals.

The district will work through ~~21st Century Schools~~site ~~C~~councils, local school committees and advisory committees to ensure that district goals reflect input from staff, parents/guardians and community members.

To successfully prepare students to function effecti~~v~~ely in a rapidly changing world and for the futures they choose to pursue, goals will be adopted by the ~~b~~Board consistent with the goals adopted by the State Board of Education.

The district will work with staff, parents/guardians, and community members to develop district goals that physical and cognitive growth and development of students. Goals will be adopted by the Board consistent with the goals adopted by the State Board of Education, and will be reviewed and revised as needed. Goals will utilize valid and reliable data for evaluating the success of curriculum, instruction, resource allocation and school improvement.

The superintendent or designee is responsible to the ~~b~~Board for developing a process to update or revise district goals, as necessary.

END OF POLICY

Legal Reference(s):

ORS 174.100
ORS 192.630
ORS 329.015
ORS 329.025
ORS 329.485
ORS 332.107
ORS 659.850
ORS 659A.003
ORS 659A.006
ORS 659A.030
OAR 839-003

Corrected 11/16/22

Code: BA
Adopted:

Board Goals

Optional policy. Submitting to the board leadership for consideration to decide if this is a good addition to the board's policy manual. Decide whether to keep policy, and whether to keep the list 1-5 in the last paragraph.)

The Board is responsible to the people for whose benefit the district has been established. Further, the Board's current decisions will influence the future course of education in the district's schools. By virtue of this responsibility, the Board and each of its members must look to the future and to the needs of all district patrons. This requires a comprehensive perspective and long-range plan in addition to addressing immediate problems.

The Board's primary responsibility is to establish strategic guidance and policies, ~~purposes and programs~~ which will best produce educational achievement. The Board is charged with accomplishing this while also being responsible for wise management of available resources. The Board must fulfill these responsibilities by functioning primarily as a legislative body which formulates and adopts policy, by selecting a chief executive officer to implement policy, and by evaluating the results. Futher, it must carry out its functions openly and seek involvement of students, staff, and the public during its decision-making process.

In accordance with these principles, the Board, through its operations, will review and vote to adopt Board goals that align with the following:

1. Concentrate the Board's collective effort on policy-making and planning responsibilities;

2. Formulate Board policies that best serve each student's educational interests;

3. Provide the superintendent with sufficient and adequate guidelines for implementing Board policies;

4. Maintain effective communication with the students, staff and the public to maintain awareness of attitudes, opinions, desires and ideas;

5. Conduct Board business openly, soliciting and encourage broad-based involvement of the students, staff and the public in the Board's decision-making processes.]

END OF POLICY

Legal Reference(s):

ORS 332.107

Corrected 11/16/22

PROPOSED

Code: BB
Adopted:

Board Legal Status

Optional. Included for board decision on whether to keep.

The Constitution of the state of Oregon charges the Legislature with providing – by statute – for a uniform and general system of common schools. The Legislature enacts laws to delegate the immediate control of the schools to locally elected boards of directors; thus, the Board is the governing body of Reynolds School District.

Federal and state statutes and the State Board of Education rules define and outline the general powers and duties of the Board. The Oregon statutes authorize the Board to transact all business within the jurisdiction of the district, control the district schools and educate the children residing in the district. Oregon Administrative Rules establish further requirements and guidelines for the district. The Board's duty is to carry out those statutes and rules that are mandatory, e.g., "The Board shall...;" where the laws are permissive, e.g., "The Board may...," the Board is empowered to exercise judgment and discretion.

This district will be known as Reynolds School District.

The regular term of office for Board members will be four years. The terms of office will commence on the first day of July following regular district elections. The term of office for members appointed to fill a vacancy will be until June 30 following the next regular district election. The term of office for members elected to fill a vacancy will be the time remaining in the vacated Board position.

END OF POLICY

Legal Reference(s):

ORS 255.335
ORS 332.018(1)
ORS 332.030(4)
ORS 332.072
ORS 332.075
ORS 332.105
ORS 332.107
ORS 335.505

OR. CONST., art. VIII, § 3.

Corrected 11/16/22

PROPOSED

Code: BBA
Adopted: 5/13/10
Revised/Readopted: 4/26/17
Orig. Code: BBA

Board Powers and Duties

The Legislature of the state of Oregon delegates to the Board responsibility for the conduct and governance of programs and services in the district. The general powers granted to the Board are:

1. Legislative or Rule-Making Authority

   In regular or special public meetings, after open discussion and after members' votes are recorded, the Board will establish rules or policy to govern the conduct of its members and the proceedings of the Board.

   The Board shall establish policies for governing the programs and services of the district consistent with State Board of Education rules and with local, state and federal laws.

   The Board is responsible for providing adequate and direct means for keeping informed about the needs and wishes of the public and for keeping local community members~~citizens~~ informed about the schools.

2. Judicial Authority

   As provided by law, policy or contract, the Board acts as a fact-finding body or a court of appeal for staff members, students and the public when issues involve Board policies or agreements and their implementation, and when the Board must determine the rights, duties or obligations of those who address the Board.

3. Executive/Administrative Authority

   The Board will appoint a superintendent delegated to establish administrative regulations to implement Board policy and goals. The Board will evaluate the superintendent's performance.

   The Board may establish academic and financial goals for the district and evaluate the superintendent's implementation of those goals.

   The Board will oversee the district's financial affairs by authorizing, appropriating and adopting budgets and by proposing local option or bond elections, when appropriate and as allowed by law, to provide for program operation and maintenance or acquisition of district property.

   The Board will authorize the superintendent to approve payment on all contracts and business transactions of the district in accordance with Board policies on purchasing and budget requirements. The Board will provide for an annual audit of the district's assets.

The Board will employ the staff necessary to carry out the educational program and will provide for regular evaluation of staff.

The Board will direct the collective bargaining process to establish collective bargaining agreements with the district's personnel. The Board will establish, through the collective bargaining process where appropriate, salaries and salary schedules, other terms and conditions of employment, and personnel policies for districtwide application.

The Board will establish the days of the year and the hours of the day when school will be in session.

END OF POLICY

Legal Reference(s):

ORS 192.630
ORS 243.656
ORS Chapters 279A, 279B and 279C
ORS 294.305 to -294.565
ORS 328.205 to -328.304
ORS 332.072
ORS 332.075
ORS 332.105
ORS 332.107
ORS Chapter 339
ORS 342.805 to -342.937
ORS Chapter 343

Corrected 11/16/22

Code: BBAA
Adopted: 1/04/07
Revised/Readopted: 5/13/10; 9/14/16; 4/26/17
Orig. Code: BBAA

Individual Board Member's Authority and Responsibilities

(Board, please review the changes to the legal opinion section. What bracketed language is desired to keep or delete?)

(Optional policy and reflects best practices and some requirements)

An individual Board~~board~~ member exercises the authority and responsibility of their~~his/her~~ position when the Board~~board~~ is in legal session only.

A Board~~board~~ member has the authority to act in the name of the Board~~board~~ when authorized by a specific Board~~board~~ motion. The affirmative vote of the majority of members of the Board~~board~~ is required to transact any business. When authorized to act as the district's designated representative in collective bargaining, a Board~~board~~ member may make and accept proposals in bargaining subject to subsequent approval by the Board~~board~~.

When expressing ~~A board member has the right to express~~ personal opinions~~. When expressing such opinions~~ in public, the Board~~board~~ member should~~must~~ clearly identify the opinions as their~~his/her~~ own.

Members will be knowledgeable of information requested through Board~~board~~ action, supplied by the superintendent, gained through attendance at district activities and through professional Board~~board~~ activities.

Members of the Board~~board~~ will adhere to the following in carrying out the responsibilities of ~~board~~ membership:

Request for Information

Any individual Board~~board~~ member who desires a copy of an existing written report or ~~a~~ survey prepared by the administrative staff will~~shall~~ make such a request to the superintendent. ~~Requests for reports or information shall be authorized by the board.~~ A copy of the~~such~~ material may~~shall~~ be made available~~sent~~ to each member of the Board~~board as requested~~. Requests for the generation of reports or information, which require additional expense to the district, must be submitted to the Board~~board~~ for consideration.

Requests for Legal Opinions

If a Board member requests legal opinions that will incur a cost for the district, ~~the request A request for a legal opinions from a bBoard member [that will incur a cost for the district]~~ must be approved by a majority vote of the bBoard. Copies of the opinion shall be distributed to all board members. [The Board chair is authorized to obtain legal advice or opinions if [insert amount] or less to private district legal counsel) without a need for Board approval.] ~~If the legal opinion sought involves the superintendent's~~

~~employment or performance, the request should be made to the board chair.~~ Copies of the opinion shall be distributed to all Board members. Legal counsel is responsible to the ~~b~~Board.

Action on Complaints or Requests Made~~made~~ to Board Members

When Board members receive~~a board member receives~~ complaints or requests for action from staff, students or members of the public, the Board~~board~~ members will direct the staff, students, members of the public to~~shall refer~~ the appropriate complaint policy, Board policy KL – Public Complaints. Such information will be conveyed~~individual(s)~~ to the superintendent.

Complaints involving the superintendent shall be referred to the ~~b~~Board chair on behalf of the ~~b~~Board. The ~~b~~Board chair shall present the complaint to the ~~b~~Board.

District Board Member's Relationship to Administration

Individual Board~~board~~ members will be informed about the district's educational program, may~~ and are encouraged to~~ visit schools or other facilities to gain information, and may request information from the superintendent. No individual Board member may direct the superintendent to action without Board authorization. Board~~. board~~ members will not intervene in the administration of the district or its schools.

Contracts or Agreements

All contracts of the district must be approved by the Board~~board~~, unless otherwise delegated by the Board~~board~~ to the superintendent or designee for approval, before an order can be drawn for payment. If a contract is made without authority of the Board~~board~~, the individual making such contract shall be personally liable.

END OF POLICY

Legal Reference(s):

ORS 332.045
ORS 332.055
ORS 332.057
ORS 332.075

38 OR. ATTY. GEN. OP. 1995 (1978)
S. Benton Educ. Ass'n v. Monroe Union High Sch. Dist., 83 Or. App. 425 (1987).

Corrected 11/16/22

Code: BBB
Adopted: 1/04/07
Revised/Readopted: 5/13/10; 2/12/14; 4/26/17
Orig. Code: BBB

Board Elections

(Optional policy; included to inform public about Reynolds board elections and other requirements)

1. Number of Directors–

   The Board~~board~~ will consist of seven members elected at large by position and will be known as the Reynolds School Board of Education. ~~An elected~~ The term of office shall be four years.

2. Designation of Board Positions–

   Board members' positions and their respective successors in office will be designated by numbers as Position No. 1, No. 2, No. 3, No. 4, No. 5, No. 6 and No. 7. In all proceedings for the nomination or election of candidates for or to the office of Board~~board~~ member, every petition for nomination, declaration of candidacy, certificate of nomination, ballot or other document used in connection with the nomination or election will state the position number to which the candidate aspires.

   Individuals may seek more than one elected position ~~(~~such as school board and education service district board.~~).~~

   ~~**Re-elections**~~

   Re-elections for Board~~board~~ positions will occur as follows:

   Position No. 1: Spring ~~2017~~2025, and every four years thereafter.
   Position No. 2: Spring~~-2017~~2025, and every four years thereafter.
   Position No. 3: Spring~~-2017~~2025, and every four years thereafter.
   Position No. 4: Spring~~-2017~~2025, and every four years thereafter.
   Position No. 5: Spring ~~2019~~2023, and every four years thereafter.
   Position No. 6: Spring~~-2019~~2023, and every four years thereafter.
   Position No. 7: Spring~~-2019~~2023, and every four years thereafter

END OF POLICY

Legal Reference(s):

ORS 249.013
ORS 255.235
ORS 255.245
ORS 332.011
ORS 332.018
ORS 332.118 to -332.138

Corrected 11/16/22

Code: BBBA
Adopted: 1/04/07
Revised/Readopted: 5/13/10; 4/26/17
Orig. Code: BBBA

Board Member Qualifications

(Optional policy; reflects statute)

A person is eligible to serve as a Board member if the person is a qualified elector[1] of the district and has~~Persons will be eligible to serve as board members if they are an elector of the district. An "elector" means an individual qualified to vote under Section 2, Article II of the Oregon Constitution. The individual must be 18 years of age or older, registered to vote at least 20 calendar days immediately preceding any election in the manner provided by law and must have~~ been a resident within the district for one year immediately preceding the election or appointment. All ~~b~~Board members in the district will be elected by position.

A~~No~~ person who is an employee of the district is not~~will be~~ eligible to serve as a Board~~board~~ member while so employed. A person who is an employee of a public charter school may not serve as a member of the Board~~board~~ of the district in which the public charter school that employs the person is located.

END OF POLICY

Legal Reference(s):

ORS 247.002
ORS 247.035
ORS 249.013
ORS 332.016
ORS 332.018
ORS 332.030
ORS 332.124
ORS 332.126

OREGON CONSTITUTION, ARTICLE II, Section 2.

Corrected 11/16/22

[1] "Elector" means an individual qualified to vote under Article II, section 2, Oregon Constitution.

Code: BBBB
Adopted: 1/04/07
Revised/Readopted: 5/13/10; 4/26/17
Orig. Code: BBBB

Board Member Oath of Office

(Optional policy and reflects requirement for board members to take an oath of office)

Any~~Board members when~~ elected or appointed Board member must qualify by taking an~~the~~ oath of office before assuming the duties of office. The oath of office must be taken again after each election or appointment of a board member.

The oath of office will be in the following form:

> I, _____ (name of board ~~E~~electee or ~~A~~appointee), having been [duly elected] [appointed] a member of the School Board of Reynolds School District #7, Multnomah County, Oregon, do solemnly swear (or affirm) that I will support the Constitution of the United States, the Constitution of the state of Oregon and ~~of~~ the laws thereof~~State of Oregon~~, and the policies of the Reynolds School District. During my term, I will faithfully and impartially discharge the responsibilities of the Office~~office~~ of ~~Reynolds~~ School Board Member~~District board member~~ to the best of my ability[, so help me God[1]].

END OF POLICY

Legal Reference(s):

ORS 332.005

Corrected 11/16/22

[1] Final phrase optional.

Code: BBC
Adopted: 9/14/16
Orig. Code: BBC

Board Member Resignation

(Optional policy; provides continuity of the board for governance)

The Board believes that any citizen who files and seeks election or appointment to the Board should do so with full knowledge of and appreciation for the investment in time, effort and dedication expected of all Board members, and that the citizen's intent is to serve a full term of office.

When a member decides to terminate service, the Board requests earliest possible notification of intent to resign so the Board may plan for the continuity of Board business. Resignations must be made in writing. Board members can resign the office effective at a future date. If the resignation is effective at a future date, the resignation is binding unless withdrawn in writing by the end of the third business day after the resignation is made.

The Board will announce the resignation and declare the vacancy at a Board meeting.

The Board will determine the procedures to be used in filling the vacancy. The Board may begin a replacement process and select a successor prior to the effective date of resignation; however, the actual appointment shall not be made before the resignation date.

END OF POLICY

Legal Reference(s):

ORS 236.320 ORS 236.325 ORS 332.030

Corrected 11/16/22

Code: BBD
Adopted: 1/04/07
Revised/Readopted: 5/13/10; 4/26/17
Orig. Code: BBD

Board Member Removal from Office

(Optional policy but states law)

The Board~~board~~ shall declare the office of a board member vacant upon ~~the happening of~~ any of the following:

1. The death or resignation of the incumbent;

2. When an incumbent is removed from office by ~~the~~ judgment of ~~the~~any court;

3. When an incumbent ceases to be a resident of the district;

4. When an incumbent ceases to discharge the duties of the office for two consecutive months unless prevented there from by sickness or other unavoidable cause;

5. When an incumbent ceases to discharge the duties of the office for four consecutive months for any reason;

6. When an incumbent is recalled from office by district voters.

Vacancies will be filled through appointment by the Board~~board~~ unless a majority of the positions are vacant at the same time. In that case, vacancies will be filled by the Multnomah Education Service District.

END OF POLICY

Legal Reference(s):

ORS 249.865 to -249.877 ORS 332.030 ORS 408.240

Corrected 11/16/22

Code: BBE
Adopted: 1/04/07
Revised/Readopted: 5/13/10; 4/26/17
Orig. Code: BBE

Vacancies on the Board

(Optional policy; reflects statute and included to inform)

Vacancies will be filled through Board appointment. The Board appointee must be a legally registered voter and a resident within the district for one year immediately preceding the appointment.

In the event of multiple vacancies, the position vacated first will be filled first.

Upon appointment by the Board, the newly appointed Board member(s) will be sworn and seated immediately.

If the offices of a majority of Board members are vacant at the same time, the directors of the Multnomah Education Service District board shall appoint persons to fill the vacancies from qualified district voters.

Board elections are held every odd-numbered year, which for the purposes of this policy, are termed "election" years.

The appointee will:

1. Serve until June 30 following the next election, at which time the individual elected in May of that year will fill the remaining portion of an unexpired term or serve a full four-year term; or

2. Serve until June 30 of a subsequent election year if the vacancy occurs after the filing date in an election year.

A Board member so elected as a replacement will serve the remaining year(s) of the term of office of the Board member being replaced.

END OF POLICY

Legal Reference(s):

ORS 249.865 to -249.877
ORS 255.245
ORS 255.335
ORS 332.030
ORS 332.122
ORS 332.124

Corrected 11/16/22

Code: BBF
Adopted: 1/04/07
Readopted: 5/13/10
Orig. Code: BBF

Board Member Standards of Conduct

(Highly recommended; best practices and information.)

Board members shall treat ~~with dignity and courtesy~~ other Board~~board~~ members, the superintendent, staff, students, and members ~~of the public~~ with dignity, and courtesy and will~~shall~~ provide an opportunity for all parties to be heard with due respect for their opinions.

Board members will recognize the superintendent as the chief executive officer to whom the Board has delegated administrative authority to establish regulations and oversee the implementation of Board policy.

When a Board~~A board~~ member expresses~~has the right to express~~ personal opinions~~. When expressing such opinions~~ in public, the Board~~board~~ member should clearly identify the opinions as personal~~his/her own~~.

No board member shall make commitments on matters which should properly come before the ~~b~~Board as a whole. Board members shall not make a decision, deliberate toward a decision on any matter or participate in discussions of official district business in groups where a quorum of board members are present, except when properly advertised.

A Board~~board~~ member will respect the privacy rights of individuals when dealing with confidential information gained through association with the district.

Individual ~~b~~Board members and the ~~b~~Board as a public entity must comply with the ~~Code of Ethics~~ethics laws for public officials provided in state law.

Board members shall recognize the superintendent as the chief executive officer to whom the board has delegated administrative authority to establish regulations and oversee the implementation of board policy.

A Board~~board~~ member will keep~~use social media Web sites judiciously by not posting confidential~~ information and documents discussed in executive session confidential.

A Board member will not post confidential information or documents about students, staff or district business online, including but not limited to, on social media.

Board members will treat fellow Board~~board~~ members, staff, students and the public with respect while posting online or to social media and will adhere to Oregon Public Meetings Laws, including when communicating with other Board~~board~~ members via websites~~Web sites~~ or other electronic means.

A Board member is a mandatory reporter of child abuse. A Board member having reasonable cause to believe that any child with whom the Board member comes in contact with has suffered abuse or that any person with whom the Board member comes in contact with has abused a child shall immediately make an

oral report by telephone or otherwise to the local Department of Human Services (DHS), to the designee of the department or to a local law enforcement within the county where the person making the report is located at the time of contact.

END OF POLICY

Legal Reference(s):

ORS 162.015 - 162.035
ORS 162.405 - 162.425
ORS 192.610 - 192.710
ORS 244.040
ORS Chapter 244
ORS 332.055
ORS 419B.005
ORS 419B.010
ORS 419B.015

Corrected 11/16/22

Code: BBFA
Adopted: 5/13/10
Revised/Readopted: 4/09/14; 4/13/16
Orig. Code: BBFA

Board Member Ethics and Conflicts of Interest

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

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

I. Conflicts of Interest

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

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

"Relative" means the spouse[1], parent, step-parent, child, sibling, step-sibling, son-in-law or daughter-in-law of the Boardboard member; or the parent, step-parent, child, sibling, step-sibling, son-in-law or daughter-in-law of the spouse of the Boardboard member. Relative also includes any individual for whom the Boardboard member has a legal support obligation, whose employment provides benefits[2] to the Board member, or who receives any benefit from the Boardboard member's public positionemployment.

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

[1] The term spouse includes domestic partner.

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

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

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

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

Individual Boardboard members and the Boardboard as a public entity are bound by the ethics laws for public officials as stated in Oregon law.

Potential Conflict of Interest

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

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

Actual Conflict of Interest

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

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

Class Exception

It will not be a conflict of interest if the Boardboard member's action would affect to the same degree a class consisting of all inhabitants of the state, or a smaller class consisting of an industry, occupation or other group including one of which or in which the person, or the person's relative or business with which the person or the person's relative is associated, is a member or is engaged. For example, if a Boardboard member's spouse is a member of the collective bargaining unit, the Boardboard member may vote to approve the contract, as it will affect all members of that class to the same degree. However, if the collective bargaining unit is very small, the class exception may not apply. Similarly, if the contract contains special provisions that might apply only to particular persons, then the class exception may not apply. For example, if a Board member's spouse is the only one in the bargaining unit that has a doctorate and there is a pay differential for employees with doctorates in the collective bargaining agreement, the Board member should not vote on the contract.

II. Gifts

Board members are public officials and therefore will not solicit or accept a gift or gifts with an aggregate value in excess of $50 from any single source in a calendar year that has a legislative or administrative interest in any matter subject to the decision or vote of the Board member.district. All gift related

provisions apply to the Boardboard member, their relatives, and members of their household. The $50 gift limit applies separately to the Boardboard member, and to the Boardboard member's relatives or members of household, meaning that the Boardboard member, each member of their household and their relative can accept up to $50 each from the same source/gift giver. "Gift" means something of economic value given to a Boardboard member without valuable consideration of equivalent value, which is not extended to others who are not public officials on the same terms and conditions.

"Relative" means: the spouse[3], parent, step-parent, child, sibling, step-sibling, son-in-law or daughter-in-law of the Boardboard member; or the parent, step-parent, child, sibling, step-sibling, son-in-law or daughter-in-law of the spouse of the Boardboard member. Relative also includes any individual for whom the Boardboard member has a legal support obligation, whose employment provides benefits[4] to the Boardboard member, or who receives any benefit from the Boardboard member's public positionemployment.

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

Determining the Source of Gifts

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

Determining Legislative and Administrative Interest

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

Determining the Value of Gifts

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

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

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

2. For example, a person with a legislative or administrative interest buys a table for a charitable dinner at $100 per person. If the cost of the meal was $25 and the amount donated to charity was $75, the

[3] Ibid. p. 1

[4] Ibid. p. 1

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

3. For receptions and meals with multiple attendees, but with no price established to attend, the source of the Boardboard member's meal or reception will use reasonable methods to determine the per person value or benefit conferred. The following examples are deemed reasonable methods of calculating value or benefit conferred:

   a. The source divides the amount spent on food, beverage and other costs (other than charitable contributions) by the number of persons whom the payor reasonably expects to attend the reception or dinner;
   b. The source divides the amount spent on food, beverage and other costs (other than charitable contributions) by the number of persons who actually attend the reception or dinner; or
   c. The source calculates the actual amount spent on the Boardboard member.

4. Upon request by the Boardboard member, the source will give notice of the value of the merchandise, goods, or services received.

5. Attendance at receptions where the food or beverage is provided as an incidental part of the receptionthat qualify as an exception to the gift definition is permitted without regard to the fair market value of the food and beverage provided.

Value of Unsolicited Tokens or Awards: Resale Valuevalue

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

Entertainment

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

1. The entertainment is incidental to the main purpose of another event (i.e.,. a band playing at a reception). Entertainment that involves personal participation is not incidental to another event (such as a golf tournament at a conference); or

2. The Boardboard member is acting in their official capacity for a ceremonial purpose.

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

Exceptions

The following are exceptions to the ethics rules on gifts:

1. Campaign contributions are not considered gifts under the ethics rules;

2. Gifts from "relatives" and "members of the household" to the Boardboard member are permitted in an unlimited amount; they are not considered gifts under the ethics rules;

3. Informational or program material, publications, or subscriptions related to the recipient's performance of official duties;

4. Contributions made to a legal expense trust fund if certain requirements are met;

5. Food, lodging, and travel generally count toward the $50 aggregate amount per year from a single source with a legislative or ~~/~~administrative interest, with the following exceptions:

   a. Organized Planned Events. Board members are permitted to accept payment for travel conducted in the Board~~board~~ member's official capacity, for certain limited purposes:

      (1) Reasonable expenses (i.e., food, lodging, travel, fees) for attendance at a convention, fact-finding mission or trip, or other meeting do not count toward the $50 aggregate amount IF:
      (2) The Board~~board~~ member is scheduled to deliver a speech, make a presentation, participate on a panel, or represent the district; AND

         (a) The giver is a unit of a:

            (i) Federal, state, or local government;
            (ii) An Oregon or federally recognized Native American Tribe; OR
            (iii) Nonprofit corporation.

         (b) The Board~~board~~ member is representing the district:

            (i) On an officially sanctioned trade-promotion or fact-finding mission; OR
            (ii) Officially designated negotiations or economic development activities *where receipt of the expenses is approved in advance by the Board~~board~~.*

6. The purpose of this exception is to allow Board~~board~~ members to attend organized, planned events and engage with the members of organizations by speaking or answering questions, participating in panel discussions or otherwise formally discussing matters in their official capacity. This exception to the gift definition does not authorize private meals where the participants engage in discussion.

7. Food or beverage, consumed at a reception, meal, or meeting IF held by an organization and IF the Board member is representing the district. Again, this exception does not authorize private meals where the participants engage in discussion~~board member is at the event to give a speech or answer questions as part of a scheduled program~~.

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

8. Food or beverage consumed by Board~~board~~ member acting in an official capacity in the course of financial transactions between the public body and another entity described in ORS 244.020(7~~5~~)(b)(I)(i);

9. Waiver or discount of registration expenses or materials provided to Board~~board~~ member at a continuing education event that the Board~~board~~ member may attend to satisfy a professional licensing requirement;

10. A gift received by the Board~~board~~ member as part of the usual or customary practice of the Board~~board~~ member's private business, employment or position as a volunteer that bears no relationship to the Board~~board~~ member's holding of public office.

Honoraria

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

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

END OF POLICY

Legal Reference(s):

ORS 162.015 - 162.035
ORS 162.405 - 162.425
ORS 244.010 - 244.400
ORS 332.055
OAR 199-005-0001 - 199-010-0150

38 OR. ATTY. GEN. OP. 1995 (1978)
OR. ETHICS COMM'N, OR. GOV'T ETHICS LAW, A GUIDE FOR PUBLIC OFFICIALS.

Corrected 11/16/22

Code: BBFB
Adopted: 6/11/09
Revised/Readopted: 5/13/10; 4/09/14; 4/13/16
Orig. Code: BBFB

Board Member Ethics and Nepotism

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

1. A Board member may not appoint, employ, promote, discharge, fire, or demote or advocate for such an employment decision for a relative or ~~a~~ member of the household, unless the Board member complies with the conflict of interest requirements of Oregon Revised Statute (ORS) Chapter 244~~.120~~.

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

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

For the purposes of this policy:

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

"Relative" means: the spouse[1], parent, step-parent, child, sibling, step-sibling, son-in-law or daughter-in-law of the Board member; or the parent, step-parent, child, sibling, step-sibling, son-in-law or daughter-in-law of the spouse of the Board member. Relative also includes any individual for whom the Board member has a legal support obligation, whose employment provides benefits[2] to the Board member, or who receives any benefit from the Board member's public employment.

Class Exception

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

[1] The term spouse includes domestic partner.

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

affect all members of that class to the same degree. However, if the collective bargaining unit is very small, the class exception may not apply. Similarly, if the contract contains special provisions that might apply only to particular persons, then the class exception may not apply. For example, if a Board member's spouse is the only one in the bargaining unit that has a doctorate and there is a pay differential for employees with doctorates in the collective bargaining agreement, the Board member should not vote on the contract.

END OF POLICY

Legal Reference(s):

ORS 244.010 to -244.400 ORS 659A.309 OAR 199-005-0001 to -199-010-0150

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

Corrected 11/16/22

Code: BC/BCA
Adopted: 1/4/07
Revised/Readopted: 5/13/10; 4/26/17
Orig. Code: BC/BCA

Board Organization/Board Organizational Meeting

(The Board is requested to make a decision regarding bracketed language in the last paragraph below. Does the board want to continue practice of having most senior member act, or make a selection as needed?)

No later than the next regular meeting following July 1, and in no circumstance earlier than July 1, the Board~~board~~ will organize itself for the year. In a Board~~board~~ election year, the Board~~board~~ organizational meeting must~~will~~ be ~~held~~ no later than July 31.

The organizational meeting will consist of, but not be limited to, the following actions:

1. Election of a board chair;

2. Election of a vice chair;

3. Provision for a time and place for regular meetings;

4. Designate one or more banks which meet district, state and federal guidelines as official depositories for district funds;

5. Authorize the superintendent and/or director of business to sign district checks. The ~~b~~Board may authorize the use of facsimile signatures by those persons authorized to sign district checks;

6. Other organizational actions prescribed by law or by board practice such as selection of an insurance agent-of-record and reimbursement schedules;

7. Review the *Board Operating Agreement*.

The incumbent Board~~board~~ chair will preside until a successor is elected, whereupon the successor will assume the chair. In the event no incumbent chair or vice chair remains on the Board~~board~~, or neither is able to continue to serve as an officer, the [Board] [~~b~~Board member with the most seniority] will select a~~serve as the~~ temporary chair to conduct the election.

END OF POLICY

Legal Reference(s):

ORS 255.335 ORS 332.040 to -332.045 ORS 332.057

Corrected 11/16/22

Code: BCB
Adopted: 1/04/07
Revised/Readopted: 5/13/10; 4/26/17
Orig. Code: BCB

Officers of the Board and Duties

(Optional policy; reflects best practices and delegates requirements)

At its first scheduled meeting after July 1, the Board~~but not later than July 31 in an election year, the board~~ will elect one of its members to serve as chair and one to serve as vice chair. No member of the Board~~board~~ may serve as chair more than four years in succession. If a Board~~board~~ member is unable to continue to serve as an officer ~~during the year~~, a replacement will be elected immediately. The replacement officer will serve the remainder of the officer's term until the following July ~~organizational meeting~~.

The Board~~board~~ chair will:

1. Assist the superintendent in establishing the agenda for regular Board~~board~~ meetings;

2. Call special meetings when required;

3. Preside at all meetings of the Board~~board~~ and enforce the rules of order;

4. Sign the minutes and other official documents that require the signature of the chair;

5. Represent the district and the Board~~board~~ at official functions, unless this duty is delegated by the Board chair ~~or the board~~ to another Board~~board~~ member;

6. Appoint all committees ~~and will be an ex-officio member of all such committees~~ unless otherwise ordered by the Board~~board~~;

7. Have the right to discuss issues and vote ~~on any issue~~.

In~~The vice chair in~~ the absence, incapacitation or death of the chair, the vice chair will perform the duties of ~~the~~ chair and, when so acting, will have the chair's powers. The vice chair will perform other functions as designated by the Board~~board~~.

The superintendent will designate a staff member to serve as Board~~board~~ secretary and will directly supervise and evaluate the secretary. In absence of the designated Board secretary, the Board may name anyone present to serve as secretary for that meeting. The secretary to the Board~~board~~ will take notes at Board~~board~~ meetings, compile minutes and perform related work as assigned by the superintendent or requested by the ~~b~~Board chair.

These duties will include, but not be limited to, the following:~~The board secretary will:~~

1. Record the disposition of all matters on which the Board~~board~~ considered action;

2. Prepare~~, check~~ and distribute minutes in advance for approval at the next Board~~board~~ meeting;

3. Maintain properly authenticated official copies of the minutes;

4. Maintain the official record of Board~~board~~ policies;~~.~~

5. Properly post all Board meetings.

Board or District Spokesperson

The Board~~board~~ may appoint one of its members, usually the chair, or another person to make authorized statements to the public or the media when the Board~~board~~ deems that, under the circumstances, the district's position should be articulated by a single voice. The spokesperson serves at the Board's~~board's~~ direction and may be removed or replaced at any time by action of a majority of the Board~~entire board~~.

END OF POLICY

Legal Reference(s):

ORS 255.335
ORS 332.040
ORS 332.045
ORS 332.057
OAR 166-400-0010(9)

Corrected 11/16/22

Code: BCBA
Adopted: 1/04/07
Revised/Readopted: 3/09/11; 4/26/17
Orig. Code: BCBA

Student Representative to the Board

The ~~b~~Board, at its discretion, may ~~appoint~~ establish and appoint ~~a~~ student representative~~s~~ to the ~~b~~Board. The student representative ~~shall be allowed a seat with the board at all public portions of meetings, but~~ shall not attend executive sessions. This position is a non-voting position. Eligibility criteria and process for selection of the student representative is the responsibility of the ~~Board and~~ high school administration.

The student appointment~~s~~ shall be for the term of one school year. ~~The student representative shall have the opportunity to report to the board as a whole at each public board meeting. Additionally, the board chair may invite the student representative to participate in board discussions regarding agenda i~~tems.

The student representative~~s~~ shall be installed on the Board through the following Oath of Office:

> "I _____, will support the Constitution and the laws of the United States, the state of Oregon and the laws thereof, and the policies of the [ ] District, and will discharge the duties of Student Representative to the [ ] Board to the best of my ability."

END OF POLICY

Legal Reference(s):

ORS 332.107

Corrected 11/16/22

Code: BCBA-AR
Revised/Reviewed: 10/09/13
Orig. Code: BCBA-AR

Student Representative to Board and High School Reporter Guidelines

The Reynolds School District Board encourages student involvement in the school district. Involvement is defined in two ways: 1) ~~a~~ high school students to act as reporters or ambassadors from ~~his or her~~ their high school; and 2) one high school Student ~~Board~~ Representatives to the Board.

Student Representative to Board

~~The board at its discretion may appoint a student representative to the board.~~ One student representative may be selected according to the selection process established by the high school each year.

Guidelines for a student representative:

1. The student representatives shall receive notice of meetings, the agenda and appropriate agenda materials as other Board members are distributed.
2. The positions are ~~is~~ a nonvoting positions.
3. The students will not attend executive sessions.
4. The appointments are ~~is~~ for one school year.
5. The students will be allowed a seat with the ~~b~~Board at all business meetings of the board.
6. The ~~b~~Board chair may invite the student representatives to participate in ~~b~~Board discussion regarding agenda items.
7. The student representatives are ~~is~~ expected to be polite and address the board in a formal manner.
8. The student representatives will not initiate new agenda items during a business meeting but may submit suggested agenda items according to Board policy BD/BDA – Board Meetings.
9. The student representatives may contribute to discussion during the business meeting.
10. The student representatives should expect questions from the board.

Student Reporter

~~A~~ Student reporters may be appointed by each high school to provide school news to the ~~b~~Board a~~t each~~ a business or regular meeting of the ~~b~~Board.

Guidelines for student reporters:

1. Student reporters will have a scheduled time on the agenda of each business or regular meeting.

2. Three minutes will be allowed for each report.

3. ~~Reports must be submitted to the board secretary in writing after the presentation.~~

4. Student reporters are expected to be polite and prepared and address the ~~b~~Board in a formal manner.

5. Student reporters who wish to bring a business item to the Board will submit such items in accordance with Board policy BD/BDA – Board Meetings and will not bring business items to the ~~b~~Board's attention during their report.

6. Student reporters are encouraged to share news about school events, activities, sports, academic happenings and other high interest activities at the school.

7. Reporters should expect questions from the ~~b~~Board.

Corrected 11/16/22

Code: BCD
Adopted:

Board-Superintendent Relationship

(Optional policy; included for Board consideration to add.)

The superintendent shall be the chief executive officer and shall be responsible for the professional leadership necessary to translate the will of the Board into administrative action.

The superintendent shall be responsible for all aspects of district operation and for such duties and powers pertaining thereto as directed or delegated by the Board, and to develop such procedures and regulations as he/she considers necessary to ensure efficient operation of the district.

The Board expects that the superintendent is professionally able and possesses outstanding qualities of leadership, vision and administrative skill and will implement all Board policies in good faith.

The superintendent can expect the Board will respect the superintendent's professional competence and extend to the superintendent full responsibility for implementation of Board policy decisions.

The Board holds the superintendent responsible for carrying out its policies within established guidelines and for keeping the Board informed about district operations.

END OF POLICY

Legal Reference(s):

ORS 332.107 ORS 332.505 ORS 332.515

Corrected 11/16/22

Code: BCE
Adopted: 1/04/07
Revised/Readopted: 5/13/10; 4/26/17
Orig. Code: BCE

Board Committees

Special temporary committees may be appointed by the ~~b~~Board. The entire Board may meet as a committee-of-the-whole. The functions of such committees shall ordinarily be fact-finding, deliberative, and advisory, and their reports shall be made to the ~~b~~Board for discussion and action. Any ~~b~~Board member, the superintendent of schools or a designee of the superintendent may be ex-officio members of any committee. Special committees shall be discharged upon completion of their assignment.

Committee-of-the-whole meetings, called "work sessions," may be held. Committee-of-the-whole meetings may be called by the Board chair or any three Board members.

The budget committee and advisory (standing) committees are not addressed in this policy.

Committee Direction

The ~~b~~Board shall give clear directions to any committee it appoints. The ~~b~~Board chair will give a succinct committee direction summary statement to the appointed committee, which shall be recorded in the official board minutes.

Committee Member Selection

The ~~b~~Board shall determine a minimum and maximum number of members. The desire of the Board ~~board~~ to determine the composition of the committee with regard to representation from different district groups should be determined at the Board ~~board~~ meeting at the time the committee is established. All committees of the Board ~~board~~ will have a district administrator as a member of that committee to act as an advisor in their duties. Board representation on the committee is required, but shall not involve more than three members.

Committee Time ~~L~~line

The Board~~board~~, at the time of creation, will establish a timeline for the newly created committee. No study committee shall continue functioning beyond 12 months from the date of creation without the board's reconfirmation at an official board meeting.

Parameters of the Committee

The Board~~board~~, at the meeting during which the committee is created, will establish guidelines appropriate for the newly created committee. Guidelines should speak to the ability of the committee to expend district funds, to use district staff time to assist in their performance and other appropriate limits.

Committee Officers

The committee will select a chair and recorder.

Meeting Schedule Announcement

Meetings of a committee shall follow Public Meeting Laws.

Meeting Minutes

Committees shall record minutes as per public meetings law with distribution to all Board ~~board~~ members and requesting members of the community.

Scope of Responsibility

The Board~~board~~'s responsibility cannot be delegated or surrendered to others; therefore, all recommendations of an advisory committee must be submitted to the Board ~~board~~ for action.

END OF POLICY

Legal Reference(s):

ORS 192.610 to -192.690 ORS 332.045 ORS 332.105

Corrected 11/16/22

Code: BCF
Adopted: 1/04/07
Revised/Readopted: 3/09/11; 5/10/17
Orig. Code: BCF

Advisory Committees to the Board

In an ongoing effort to increase communication with the public and to provide for community~~citizen~~ involvement, the Board~~board~~ may appoint advisory committees which include community members to consider matters of districtwide importance.

Recommendations of such committees will be given careful consideration by the Board~~board~~, but such recommendations will not relieve the Board~~board~~ of its legal responsibility to make final decisions about such matters.

All meetings of advisory committees shall follow the Public Meetings Law. The press may attend and report proceedings. Visitors shall sit apart from the committee members and shall speak only when invited to do so by the committee chair.

The composition of advisory committees to the Board~~board~~ will be broadly representative and will take into consideration the specific tasks assigned to the committee. The process for the appointment of community members to an advisory committee will be determined by the Board~~board~~. When requested and approved by the Board~~board~~, appointment of staff members, when appropriate, will be made by the superintendent.

The Board~~board~~ will adopt guidelines for each committee as appropriate, which will include, but not be limited to, the following:

1. The committee's written charge which shall include, but not be limited to, a statement of purpose and responsibility;

2. The resources the Board~~board~~ will provide;

3. The length of time the committee is asked to serve and the approximate date(s) on which the Board~~board~~ wishes to receive the committee report(s).

Except as specifically provided by the Board,~~board, citizen~~ advisory committees will cease to function when their reports have been received by the Board~~board~~ or when the purposes for which they were established have been accomplished.

The Board~~board~~ may be represented on lay and professional committees that serve the Board~~board~~ in an advisory capacity, with specific Board~~board~~ members appointed by the chair, but normally such Board~~board~~ members will function as ex-officio members of the committees.

Educational Equity Advisory Committee

The duties of the district's educational equity advisory committee shall include:

1. Advising the Board about the educational equity impacts of policy decisions;

2. Advising the superintendent about the educational equity impacts of policy decisions; and

3. Informing the Board and superintendent when a situation arises in a district school that negatively impacts underrepresented students and advising the Board and superintendent on how best to handle that situation.

The educational equity advisory committee may prepare an annual report that:

1. Contains the following information:

    a. The successes and challenges the district has experienced in meeting the educational equity needs of students in the district;
    b. Recommendations the committee made to the Board and superintendent, and the actions that were taken in response to those recommendation; and
    c. Any other information required by the State Board of Education.

2. Is made available by being:

    a. Distributed to parents/guardians of district students;
    b. Posted on the district's website;
    c. Presented to the Board in at a board meeting with adequate opportunity for public comment; and
    d. Sent to the State Board of Education.

The educational equity advisory committee shall be appointed by the Board and superintendent and must be composed of parents/guardians, employees, students and community members from the district. For the purposes of selecting members, the Board and superintendent:

1. Shall solicit name of possible members from the community;

2. Must ensure that membership is primarily representative of underserved student groups;

3. May not exclude members based on immigration status; and

4. Must comply with any other requirements established by the State Board of Education.

A member of the educational equity advisory committee will also serve on the school district budget committee.[1]

END OF POLICY

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[1] The district is not required to add an educational equity advisory committee member to the budget committee until there is a non-school board member vacancy on the budget committee.

Legal Reference(s):

ORS 192.610
ORS 192.630
ORS 294.414
ORS 329.704
ORS 329.711
ORS 332.107

OR. DEP'T OF JUSTICE, OR. ATT'Y GENERAL'S MODEL PUBLIC CONTRACT RULES MANUAL.

Corrected 11/16/22

Code: BD/BDA
Adopted: 1/04/07
Revised/Readopted: 5/13/10; 9/14/16
Orig. Code: BD/BDA

Board Meetings

The Board~~board~~ has the authority to act only when a quorum is present at a duly called regular, special or emergency meeting. "Meeting" means the convening of a quorum of the Board~~board~~ as the district's governing body to make a decision or to deliberate toward a decision on any matter. This includes meeting for the purpose of gathering information to serve as the basis for a subsequent decision or recommendation by the governing body, i.e. a work session. The affirmative vote of the majority of members of the Board~~board~~ is required to transact any business.

Public Meetings

All regular, special and emergency meetings of the ~~b~~Board will be open to the public except that the ~~b~~Board chair may call an executive session for consideration of those confidential matters permitted by law to be discussed in closed session. All meetings will be conducted in compliance with state and federal statutes. All Board~~board~~ meetings, including Board~~board~~ retreats and work sessions, will be held within district~~the~~ boundaries, except as allowed by law[1]. The Board~~board~~ may attend training sessions outside the district boundaries but cannot deliberate or discuss district business.[2] No meeting will be held at any place where discrimination on the basis of disability, race, creed, color, sex, sexual orientation, gender identity[3], age or national origin is practiced.

Notification of Public Meetings

The Board~~board~~ will give public notice reasonably calculated to give actual notice to interested persons, including those with disabilities, of the time and place for all Board~~board~~ meetings and of the principal subjects to be considered. The Board~~board~~ may consider additional subjects at a meeting, even if they were not included in the notice.

Representatives of the local news media shall be notified in advance of any regular, special, executive session or emergency meeting of the board, when requested.

If requested to do so at least 48 hours before a meeting held in public, the Board~~board~~ shall make a good faith effort to provide an interpreter for hearing-impaired persons. Other~~Such other~~ appropriate auxiliary aids and services will be provided upon request and appropriate advance notice. ~~Communications with all qualified individuals with disabilities shall be as effective as communications with others.~~

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

~~[2] ORS 192.630(4). Meetings of the governing body of a public body shall be held within the geographic boundaries over which the public body has jurisdiction, or at the administrative headquarters of the public body or at the other nearest practical location. Training sessions may be held outside the jurisdiction as long as no deliberations toward a decision are involved.~~

~~[3] As defined in ORS 174.100.~~

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

All meetings held in public shall comply with the Oregon Indoor Clean Air Act ~~and the smoking provisions contained in the Public Meetings Law~~.

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

Regular, Special and Emergency Meetings

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

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

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

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

Private or Social Meetings

Private or social meetings of a quorum of the Board~~board~~ for the purpose of making a decision or to deliberate~~, deliberating~~ toward a decision on any matter~~, gathering of information on which to deliberate, or participating in discussions of official district business~~ are prohibited by public meetings law~~the Public Meetings Law~~.

Work Sessions

The Board~~board~~ may use regular or special meetings for the purpose of conducting work sessions to provide its members with opportunities for planning and thoughtful discussion. Work sessions will be conducted in accordance with ~~the~~ state law on public meetings, including notice and minutes. The ~~b~~Board may make official decisions during a work session.

Executive Sessions

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

~~**Adjourned Meetings**~~ ***(This restates paragraph three under 'Regular, Special or Emergency Meetings' above.***

~~A board meeting may be adjourned to another time if a quorum is not present or if additional business needs to be conducted at the regular time of adjournment. The time, date and place of the adjourned meeting will be specified and appropriate notice given.~~

~~A majority of the members of the district board shall constitute a quorum. The affirmative vote of the majority of members of the board is required to transact any business.~~

Agenda

The board chair or vice chair, with the assistance of the superintendent-clerk, shall draft the agenda after determining the desires in the topics and order of consideration following the general order listed below:

a. Call To Order
b. Approval of the minutes
c. Correspondence (if any)
d. Reports
e. Public to be Heard
f. Action and First Reading Items
g. Adjournment

The clerk shall send written notices of each regular board meeting at least four days before the date of the meeting. (Except in the cases of emergency, mailed notices and agenda shall be sent Friday evening before the regular meeting held on Thursday.) In addition, copies of the minutes of the previous meeting or meetings and other printed information concerning items on the agenda shall be furnished with the agenda.

Establishing the Agenda

Items of business may be suggested by any Board member, the clerk, administration, employees, students or residents of the district for inclusion on the agenda. These items shall be submitted in writing and received by the office of the superintendent's office at least seven days prior to the regularly scheduled meeting. Items requested by ~~b~~Board members shall be placed on the agenda, either by submission in writing as described or by request made at a ~~b~~Board meeting. Any item brought to the attention of the ~~b~~Board which does not meet this timeline will not receive formal ~~b~~Board action at the same meeting unless emergency conditions make immediate action mandatory.

Procedures

Except as otherwise provided by state law/and or board policy, the rules of parliamentary procedure compiled in *Roberts Rules of Order* (Revised) *for Small Boards* shall govern the ~~b~~Board in its deliberation on formal motions. Modifications will include the following: Motions will all be seconded prior to consideration for discussion by the Board and motions to close or limit debate will be acceptable. Rules established by the ~~b~~Board may be amended at any meeting by majority vote.

Motions and Resolutions

All motions and resolutions offered by any ~~b~~Board member shall be recorded in the minutes, including affirmative and negative votes. No ~~b~~Board member may abstain from voting on any matter before the ~~b~~Board upon which official action is to be taken unless ~~there appears to be a possible~~a conflict of interest is declared under the provision of applicable laws. The Board member will state the reason for the abstention and such abstention will be recorded. In such cases, said ~~b~~Board members shall comply with the disclosure requirements of State law. The ~~b~~Board chair may initiate any motion or resolution or second any motion or resolution, that is not their own, and has the same responsibility to vote on any matter as any other ~~b~~Board member.

~~**Visitor Attendance and Participation** ***(See policy BDDH)***~~

~~Citizens and other interested parties are welcome to attend meetings of the board. Board meetings are meetings conducted in public but are not necessarily meetings for public participation. The board may allow public testimony or comment at its meetings. In order to keep its deliberations efficient and~~

~~effective, the board provides the opportunity to speak at such meetings in accordance with the following procedures:~~

~~1. Each patron who wishes to speak is requested to sign a registration card and return it to the board secretary before the beginning of the meeting. This card will include the speaker's name, address, and the agenda item or topic s/he wishes to address;~~

~~2. A group of visitors with a common purpose is requested to designate a spokesperson for the group;~~

~~3. Public comment will usually be limited to two minutes for an individual, four minutes for a group or its spokesperson. The board chair may set time limits at his/her discretion;~~

~~4. Patrons wishing to speak, may submit written testimony or comment which will be made part of the record.~~

Official Record

An official record shall be kept in the ~~superintendent's~~ district office of any business conducted at any regular, special or emergency ~~b~~Board meeting. This record shall be available to the public for inspection during regular business hours.

END OF POLICY

Legal Reference(s):

ORS 174.100
ORS 174.104
ORS Chapter 192
ORS Chapter 193
ORS 255.335
ORS 332.040 - 332.061
ORS 433.835 - 433.875

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2018); 29 C.F.R. Part 1630 (2020); 28 C.F.R. Part 35 (2020).
Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2018).
OR. ATTY. GEN. Public Records and Meetings Manual.
Oregon House Bill 2560 (2021).
Oregon House Bill 3041 (2021).

Corrected 11/16/22

Code: ~~BGA~~BD/BDA-AR
Adopted: 1/04/07
Readopted: 3/09/11
Orig. Code: BGA

Electronic Mail (Email) Communication

Recognizing that ~~E~~e-mail communication between or among board members falls within state ~~I~~inspection of Public Records and ~~Public~~ Meetings laws, the following policies shall be in effect for the district.

1. ~~ORS 192.440(3): "If the public record is maintained in a machine readable or electronic form, the custodian shall provide copies of the public record in the form requested, if available. If the public record is not available in the form requested, it shall be made available in the form in which it is maintained."~~The district may provide copies of requested public records in accordance with Board policy KBA – Public Records Request and its accompanying administrative regulation. All such requests will be managed through Board policy.

2. Electronic and applicable written communication by ~~b~~Board members will be archived as required by OAR Chapter 166, Division 400.

~~3. The district will provide hard copies of specifically identified and requested E-mail messages that are requested by the public, if requested in that form, even though the district would not ordinarily print copies.~~

~~4. All such requests shall be made and received at the district office. The district shall not be expected to deliver, mail or electronically transfer documents. A reasonable fee may be charged for copying, as appropriate.~~

~~5.~~3. The public meetings law does not prohibit communications among ~~b~~Board members. However, the ~~b~~Board may not take official action, nor may a quorum of the ~~b~~Board deliberate toward a decision by ~~E-~~email, ~~unless the district complies with the public meetings law~~ however may using a form of electronic messaging by giving the required advance public notice (except for executive sessions) and providing the opportunity for the public to attend the meeting.

For purposes of this policy, a meeting shall be considered the electronic equivalent of a face-to-face meeting where four board members constitute a quorum. Discussions among less than a quorum of the board do not constitute a meeting. Only communications that involve a decision or group deliberation toward a decision are impacted by the public meetings law. However, care must be taken where all board members are on the same communication network to avoid misunderstandings as to whether or not there is a meeting.

~~6.~~4. Letters, ~~FAX~~ fax and ~~E-~~email, one-way, from one ~~b~~Board member to another, or to all ~~b~~Board members, will not constitute a meeting, even if all members receive a copy of the communication. While communication of information and opinion is permitted, the ~~b~~Board should not treat ~~E-~~email

or other electronic messaging as an opportunity to engage in the kind of collective deliberation one would expect at a public meeting.

~~7.~~5. The ~~E-~~email system should be maintained and used primarily for official business. Further, users should be aware that ~~E-~~email messages ~~may not be as confidential as other written messages~~may constitute a public record.

~~E-mail~~Communications to, by, and among a quorum of ~~b~~Board members outside of a legal called Board meeting, in their capacity as ~~b~~Board members, shall not be used for the purpose of discussing district business. This includes electronic communication. ~~E-mail~~Electronic communications among ~~b~~Board members shall be limited to~~: (1) disseminating information, and (2) messages not involving deliberation, debate, or decision-making~~ messages not involving deliberation, debate, decision-making or gathering of information on which to deliberate.

~~E-mail~~Electronic communications may contain:

a. Agenda item suggestions;
b. Reminders regarding meeting times, dates, and places;
c. Board meeting agendas or information concerning agenda items;
d. One-way information from ~~b~~Board members or superintendent to each ~~b~~Board member (e.g., an article on student achievement or to share a report on district progress on goals);
e. Individual responses to questions posed by community members, subject to other limitations in Board policy.

E-mails sent to other board members ~~may~~ will have the following notice:

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

~~8.~~6. It is permissible for ~~b~~Board members to use ~~E-~~email to solicit support from fellow board members on matters that are a part of the ~~b~~Board's responsibility (to have charge of the affairs of the district). ~~E-mail~~District assigned emails should not be used to promote candidates for office or for advocating a position with regard to a pending measure election during the campaign period, or for overtly political reasons.

~~9.~~7. The superintendent shall develop ~~administrative~~ procedures necessary for the appropriate implementation of this policy, including any needed steps to ensure equal access to information as per the Americans with Disabilities Act and Americans with Disabilities Amendments Act ("ADA").

~~END OF POLICY~~

~~**Legal Reference(s):**~~

~~ORS 192.410 to 505~~ ~~ORS 192.610 to 690~~

~~Americans with Disabilities Act (ADA)~~

Code: BDC
Adopted: 1/04/07
Revised/Readopted: 5/13/10; 9/14/16
Orig. Code: BDC

Executive Sessions

The Board~~board~~ may meet in executive session to discuss subjects allowed by statute but may not take final action except for the expulsion of a student~~students~~ and matters pertaining to or examination of the confidential ~~medical~~ records of the~~a~~ student~~, including that student's educational program~~.

An executive session may be convened by order of the Board~~board~~ chair, upon request of three Board~~four board~~ members or by common consent of the Board~~board~~ for a purpose authorized under Oregon Revised Statute (ORS) 192.660~~,~~ during a regular, special or emergency meeting. The presiding officer will announce the executive session by identifying the authorization under ORS 192.660 for holding such session and by noting the subject of the executive session. The notice will include the principal subjects anticipated to be considered at the meeting. The ~~b~~Board will determine who may attend executive sessions within the constraints of the law.

The Board~~board~~ may hold an executive session:

1. To consider the employment of a public officer, employee, staff member or individual agent. (ORS 192.660(2)(a))

2. To consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent who does not request an open hearing. (ORS 192.660(2)(b))

3. To conduct deliberations with persons designated by the governing body to carry on labor negotiations. (ORS 192.660(2)(d))

4. To conduct deliberations with persons designated by the governing body to negotiate real property transactions. (ORS 192.660(2)(e))

5. To consider information or records that are exempt by law from public inspection. (ORS 192.660(2)(f))

6. To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed. (ORS 192.660(2)(h))

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

8. To consider matters relating to school safety or a plan that responds to safety threats made toward a school. (ORS 192.660(2)(k))

9. To review the expulsion of a minor student from a public elementary or secondary school. (ORS 332.061(1)(a))

10. To discuss matters pertaining to or examination of the confidential ~~medical~~ records of a student.~~, including that student's educational program.~~ (ORS 332.061(1)(b))

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

1. Deliberations with persons designated by the Board to carry on labor~~Those pertaining to strategies for~~ negotiations;

2. Hearings on the expulsion of a minor student~~students and matters pertaining to~~ or examination of the confidential ~~medical~~ records of a student ~~or that students educational program~~; and

3. Current litigation~~Litigation~~ or litigation likely to be filed if the member of the news media is a party to the litigation or is an employee, agent or contractor of a news media organization that is a party to the litigation~~litigations~~.

The press may not disclose information gained in the executive session.

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

Minutes shall be kept for all executive sessions. All executive session minutes shall be kept in written form and approved by the ~~b~~Board. The minutes of executive sessions shall include ~~those individuals present and the substance of any discussion~~items similar to those included in regular minutes. The ~~b~~Board chair or the presiding officer of the executive session, shall review the minutes for accuracy and indicate approval by signature. Executive session minutes shall be maintained indefinitely and in a reasonable manner to prevent damage.

Content discussed in executive sessions is confidential ~~and must not be made public~~. ~~Documents pertaining to evaluation, district personnel and students are also confidential and must not be made available to the public.~~ Executive session minutes may be examined privately by a court and the court shall determine admissibility.

END OF POLICY

Legal Reference(s):

ORS 192.660 ORS 332.045 ORS 332.061

Corrected 11/16/22

Code: BDDF
Adopted: 3/09/11
Orig. Code: BDDF

Conduct of Board Meetings

(This is included in BD/BDA)

The rules of parliamentary procedure contained in *Robert's Rules of Order Newly Revised*, "Procedure in Small Boards" as modified by the Board will govern the Board in its deliberations. Discussion by Board members will be unlimited as long as it applies to the motion before the Board or the matter under consideration. The Board may vote to limit discussion and the chair will confine discussion to the matter before the Board. The chair may limit the time of any citizen appearing before the Board so that all who wish to be heard may have the opportunity.

Individual votes on motions and/or resolutions will be by "yes" or "no," and the result of each member's vote will be recorded by name. A Board member who abstains from voting due to "Conflict of Interest" outlined in policy code: BBFA will be so recorded.

The result of each board member's vote on appointments to committees, board vacancies, board officers and other such votes will be reported and recorded by name, as required by Public Meeting Laws.

END OF POLICY

Legal Reference(s):

ORS 165.535 ORS 165.540 ORS 192.650

Corrected 12/16/22

Code: BDDH
Adopted: 6/13/18
Orig. Code: BDDH

Public Comment at Board Meetings

All Board meetings, with the exception of executive sessions, will be open to the public. The Board invites the district's ~~district~~ community members to attend Board meetings to become acquainted with the program and operation of the district. The ~~Members of the~~ public has a right to attend public meetings held in open session, and may be invited ~~also are encouraged~~ to share comments, ~~their~~ ideas and opinions with the Board during designated times on the agenda. The Board may conduct a meeting without public comment ~~when appropriate~~.

~~It is the intent of the Board to ensure communications with individuals with disabilities are as effective as communications with others.~~ Individuals with hearing, vision or speech impairments will be given an equal opportunity to participate in Board meetings and submit written comments to the Board. Individuals requesting assistance, aids or accommodations are encouraged to notify the district at least 48 hours prior to the Board meeting with the request, consistent with Board policy BD/BDA – Board Meetings. ~~Primary consideration will be given to requests of qualified individuals with disabilities in selecting appropriate auxiliary aids[1] and services~~.

~~Auxiliary aids and services for persons with disabilities will be available at no charge to the individual. All auxiliary aids and/or service requests must be made with appropriate advance notice. Should the Board demonstrate such requests would result in a fundamental alteration in the service, program or activity or in undue financial and administrative burdens, an alternative, equally effective means of communication will be used.~~

~~Audience~~

~~During a session of a Board meeting open to the public, members of the public may be invited to present comments during the designated portion of the agenda. At the discretion of the Board chair, further public comment may be allowed.~~

~~Request for an Item on the Agenda~~

~~A member of the public may request the superintendent or Board chair consider placing an item on the agenda of a regular Board meeting. This request should be made in writing and presented to the superintendent for consideration at least five working days prior to the scheduled meeting.~~

Procedures for Oral Public Comment ~~at Meetings~~

[1] ~~Auxiliary aids may include, but are not limited to, such services and devices as qualified interpreters, assistive listening systems, note takers, readers, taped texts, Braille materials and large print.~~

The Board establishes the following~~will establish~~ procedures for public comment at Board~~in open~~ meetings held in open session. ~~The purpose of these procedures will be to inform the public how to effectively participate in Board meetings for the best interests of the individual, the district and the patrons.~~ The information will be ~~easily~~ accessible and available to all patrons accessing or attending such a ~~public~~ Board meeting.

1. Public comment is limited to its designated place on the agenda and while time allows.

2. A person wishing to provide public comment, if an opportunity is provided by the Board during a meeting open to the public, will sign in on the public comment sheet provided, submit their name electronically or as directed prior to the Board meeting.[2] A request to give public comment in-person or electronically does not guarantee time will be available.

3. A person speaking during the public comment portion of the meeting may comment on agenda items or other topics.

4. A person speaking during the public comment portion of the meeting should state their name, whether they are a resident of the district, and, if speaking for an organization, the name of the organization. A spokesperson should be designated to represent a group with a common purpose.

5. A person giving public comment is limited to an established time limit of three minutes[3]. Statements should be brief and concise. The Board chair has discretion to waive time limits or extend the overall time allotted for public comment. Additional time will be allocated in a fair and equitable manner. If a person has more comments than time allows or is unable to comment due to time constraints, the person is encouraged to submit additional written comments to the Board through the district office or as directed.

6. Inquiries from the public during the designated portion of the agenda will not generally be responded to immediately by the Board chair, and may be referred to the superintendent for reply at a later date. The Board will not respond to inquiries that are expected to be addressed during another designated portion of the agenda.

Procedures for Written Comment

Members of the public may submit written comments or materials to the Board at any time at the district office, by mail or online. Materials or comments submitted at least 72 hours in advance of a Board meeting will be provided to the Board before the Board meeting, but will not be read at the Board meeting. Written materials or comments submitted may not warrant action by the Board.

~~7. Discussion or presentation concerning a published agenda item is limited to its designated place on the agenda, unless otherwise authorized by the Board chair.~~

[2] When in-person attendees are allowed to provide oral comment, virtual attendees will be afforded the opportunity to give oral comment.

[3] Except when translation or interpretation services or other accommodations are needed for an individual, the Board chair may allow additional time.

~~8. A visitor speaking during the meeting may introduce a topic not on the published agenda. The Board, at its discretion, may require that a proposal, inquiry or request be submitted in writing, and reserves the right to refer the matter to the administration for action or study.~~

~~9. Any person who is invited by the Board chair to speak to the Board during a meeting should state his/her name and address and, if speaking for an organization, the name and identity of the organization. A spokesperson should be designated to represent a group with a common purpose.~~

~~10. Statements by members of the public should be brief and concise. The Board chair may use discretion to establish a time limit on discussion or oral presentation by visitors.~~

~~11. Questions asked by the public, when possible, will be answered by the Board chair or referred to the superintendent for reply. Questions requiring investigation may, at the discretion of the Board chair, be referred to the superintendent for response at a later time.~~

~~12. At the discretion of the Board chair, anyone wishing to speak before the Board, either as an individual or as a member of a group, on any agenda item or other topic, may do so by providing the Board secretary with a completed registration card or sign-in sheet, prior to the Board meeting in order to allow the chair to provide adequate time for each agenda item.~~

~~The Board chair should be alert to see that all visitors have been acknowledged and thanked for their presence and for any contributed comments on agenda issues. Similar courtesy should be extended to members of staff who have been in attendance. Their return for future meetings should be welcomed.~~

~~**Petitions**~~

~~Petitions may be accepted at any Board meeting. No action will be taken in response to a petition before the next regular meeting. Petitions will be referred to the superintendent for consideration and recommendation.~~

Comments Regarding Staff Members

A person speaking during the designated portion of the agenda for public comment~~Speakers~~ may offer objective criticism of district operations and programs. The Board will not hear comments regarding any individual district staff member. The Board chair will direct the visitor to the procedures in Board policy KL - Public Complaints for ~~Board~~ consideration of a legitimate complaint involving a staff member. Any association contract governing the employee's rights will be followed. A commendation involving a staff member should be sent to the superintendent or designee, who will forward it to the employee, a supervisor and the Board.

END OF POLICY

Legal Reference(s):

ORS 165.535
ORS 165.540
ORS 192.610 - 192.690
ORS 332.057
ORS 332.107

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2018); 29 C.F.R. Part 1630 (2020); 28 C.F.R. Part 35 (2020).
Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2018).
Baca v. Moreno Valley Unified Sch. Dist., 936 F. Supp. 719 (C.D. Cal. 1996).

Corrected 12/16/22; 1/13/23; Corrected 4/04/23

Code: BDDH-AR
Revised/Reviewed: 6/13/18
Orig. Code: BDDH-AR

Public Comment at Board Meetings

(Given the availability of an online form and a sign-up in-person, this is no longer needed.)
The Board requests that a public comment add information or a perspective that has not already been mentioned previously, and that the patron refrains from repeating a similar point.

To make a comment or present a topic during public comment, if the opportunity is available on the Board agenda, please complete the Intent to Public Comment form and submit it to the Board secretary prior to the start of the meeting.

An individual that has submitted a Public Comment form and has been invited to speak by the Board chair, will be allowed three minutes.

Any person, who is invited by the Board chair to speak to the Board during a meeting, should state his/her name and address and, if speaking for an organization, the name of the organization. A spokesperson should be designated to represent a group with a common purpose.

Please keep in mind that reference to a specific employee or group of employees, is prohibited as follows:

Board policy BDDH - Public Comment at Board Meetings:

"Comments Regarding Staff Members" Speakers may offer objective criticism of district operations and programs. The Board will not hear comments regarding any individual district staff member. The Board chair will direct the visitor to the procedures in Board policy KL - Public Complaints for Board consideration of a legitimate complaint involving a staff member.

PUBLIC COMMENT FORM

The Board welcomes your input. Please submit this completed card to the Board secretary prior the start of the meeting.

Name: _____ Phone: _____

Address: _____

Email (optional): _____

Topic or comment to be presented (brief description): _____

_____

Representing a Group/Organization (group/organization name: _____

A complaint brought before the Board shall be referred to the proper school authorities. A complaint shall be processed in accordance with Board policy KL - Public Complaints and KL-AR - Public Complaints Procedure. A hearing conducted before the Board regarding personnel shall take place in an executive session.

The Board requests that a topic or comment is limited to three minutes or less.

Corrected 12/16/22

DELETE

Code: BF
Adopted: 5/13/10
Revised/Readopted: 4/26/17
Orig. Code: BF

Policy Development

(Highly recommended; best practices and to inform of other requirements)

The Board has the authority and responsibility to establish policy. The Board accepts the definition of policy set forth by the National School Boards Association:

> School Board policies are statements which set forth the purposes and prescribe in general terms the organization and program of a school system. They create a framework within which the superintendent and ~~his/her~~ so staff can discharge their assigned duties with positive direction. They tell what is wanted.

The formulation and adoption of policies, recorded in writing, will constitute the basic method by which the Board will exercise its leadership in the operation of the school system.

The policies shall be consistent with Oregon Revised Statutes, Oregon Administrative Rules and all federal laws and regulations.

The basic responsibility for initiating, reviewing and recommending new policies or policy modification will rest with the superintendent or designee. New policies or changes in existing policy may be proposed by any Board member, group or organization, staff member, parent/guardian, student or other member of the community to the superintendent for the Board to consider. The superintendent, in developing these policies, may be guided by the recommendations of the staff and may seek parent/guardian and community input during the preparation and subsequent review of policy statements. Advice from legal counsel may be appropriate.

The superintendent will furnish necessary background information ~~and make all final policy recommendations~~ to the ~~b~~Board.

END OF POLICY

Legal Reference(s):

ORS 332.107
ORS 332.505
ORS 339.240
OAR 581-022-2305
OAR 581-022-2405

Corrected 12/16/22

Code: BFC
Adopted: 5/13/10
Revised/Readopted: 9/14/16
Orig. Code: BFC

Adoption and Revision of Policies

Adopting new policies and changing or repealing existing policies is the Board's responsibility. Policy will be adopted and amended or repealed only by the affirmative vote of a majority of the Board members. Such action will be scheduled on the agenda of a regular or special meeting.

Proposed policies or policy changes and repeal of existing policies will be presented in writing for consideration by the Board.

To permit time for studying all new policies or amendments to policies and to provide an opportunity for interested parties to react, proposed policies or amendments will be presented as a Board agenda item in the following sequence:

1. First reading of a proposed policy (or policies): This is an information item and no action is required by the Board. A first reading announces that a new policy, a revision of an existing policy or consideration to rescind a policy, is being considered by the Board. Comments, questions, concerns and recommended edits should be forwarded to the superintendent for consideration prior to the meeting in which the policy is recommended for a second reading and/or adoption. If a Board member wishes to discuss a proposed policy or administrative regulation listed as an information item, the policy must be moved to the agenda for discussion with a majority vote of the Board. Any organization which represents employees of the district shall be furnished a copy of personnel policies and revisions as they are made.

2. Second reading/Adoption of proposed policy (or policies): This is an action by the Board and may be placed on the consent agenda. Any revisions to a policy from the first reading will not require the policy go through an additional reading, except as the Board determines that the revision(s) need(s) further study and an additional reading would be advantageous.

When, in the best interests of the district, immediate adoption of a proposed policy is necessary, the Board may adopt such policy at the first meeting in which it is presented.

Policies and amendments adopted by the Board will be attached to, and made a part of, the minutes of the meeting at which they are adopted and also will be included in the district's board policy manual.

END OF POLICY

Legal Reference(s):

ORS 332.107
ORS 332.505
OAR 581-022-2305
OAR 581-022-2405

Corrected 12/16/22

Code: BFCA
Adopted: 5/13/10
Orig. Code: BFCA

Administrative Regulations

(Highly recommended)
Administrative regulations are detailed directions governing the operation of the district.

The superintendent or designee is authorized to formulate such administrative regulations appropriate for the implementation of policies adopted by the Board~~board~~ and necessary for the consistent operation of the district.

The Board~~board~~ may review any administrative regulation and may direct its revision if, in the Board's~~board's~~ judgment, such administrative regulation is not consistent with adopted board policies.

~~When approved by the superintendent, administrative regulations shall be distributed to the school's library, business office and on the district's website.~~

END OF POLICY

Legal Reference(s):

ORS 332.107 OAR 581-022-2305 OAR 581-022-2405

Corrected 12/16/22

Code: BFD
Adopted: 5/13/10
Revised/Readopted: 5/14/14; 4/26/17
Orig. Code: BFD

Board Policy Implementation

Effective Date of Policies

All new or amended policies will become effective on the day after adoption by the Boardboard, unless a specific date is included in the motion for adoption.

Policy Implementation

The superintendent and administrative staff will implement board policies. The superintendent may formulate administrative regulations and procedures to assist policy implementation.

It will be the Board'sboard's duty to evaluate the effectiveness of the policy and the effectiveness of the administration's implementation of the policy.

Policy Dissemination

The written board policies that govern the district will be maintained in a policy manual to be updated by district staff as new policies are developed or existing policies are revised or repealed.

Each Boardboard member will be informed how to access the current board policy manual.

The district shall make available for inspection to the public and district employees, a copy of the board's policy manual. A copy of the board's policy manual will be maintained and accessible through the district's website. Each district employee will be specifically notified of the existence and availability of personnel policies.

The district shall make a copy of the Board's policy manual available to the public and district employees. The Board'sboard's policy manual will be considered a public record and will be open for inspection at the district office during regular working business hours.

The superintendent will provide channels for disseminating appropriate policies to the community.

END OF POLICY

Legal Reference(s):

ORS 332.107
ORS 332.505
OAR 581-022-2305
OAR 581-022-2405

Corrected 12/16/22

Code: BFE
Adopted:

Administration in the Absence of Policy

(Optional; new proposed policy)

In cases where action must be taken within the school system and the Board has not provided policy to guide administrative action, the superintendent will have the power to act.

END OF POLICY

Legal Reference(s):

ORS 332.107 OAR 581-022-2305

Corrected 12/16/22

PROPOSED

Code: BFF
Adopted:

Suspension of Policies

In the event of emergency or special circumstances, the operation of any individual policy, section or sections of Board policy, including those governing its own operational procedures, may be temporarily suspended[1] by a majority of the Board members at any regular, special or emergency meeting. This suspension, however, does not apply to any section of Board policy that may be established by law, collective bargaining agreement or other contract.

END OF POLICY

Legal Reference(s):

ORS 332.107 OAR 581-022-2305

Corrected 12/16/22

PROPOSED

[1] Be sure to establish a time limit for the suspension, e.g., This policy is suspended for [.....].

Code: BFG
Adopted: 5/13/10
Orig. Code: BFG

Board Policy Review

Highly recommended
To keep written policies current and relevant, the Board will ~~annually~~ review and update its board policies. The Board ~~also~~ will evaluate the implementation and effect of such policies. The superintendent has continuing responsibility to alert the Board of ~~all~~ policies that may need revision.

END OF POLICY

Legal Reference(s):

ORS 332.107

OAR 581-022-2305
OAR 581-022-2405

Corrected 12/16/22

Code: BG
Adopted: 1/04/07
Revised/Readopted: 5/13/10; 4/26/17
Orig. Code: BG

Board Staff Communications

The Boardboard desires to maintain open channels of communication between itself and the district staff. The basic line of communication will~~, however,~~ be through the superintendent.

Staff Communications to the Board

All formal communications or reports to the Board,board or any Boardboard committee, from principals, teachers or other staff members will be submitted through the superintendent. This procedure will not be construed as denying the right of any employee to address the Boardboard about issues which are neither part of an active administrative procedure, nor disruptive to the operation of the district. In addition, this procedure does not restrict protected labor relations communications of bargaining unit members. Staff members are invited to Boardboard meetings, which provide an opportunity to observe the Board'sboard's deliberations on matters of district operations.

Board Communications to Staff

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

Visits to Schools

Visits by Board members will be conducted only under Board authorization and with the full knowledge of staff, including the superintendent, principals and other supervisors. School visits by BoardSchool visits by board members will be regarded as informal expressions of interest in school affairs and not as "inspections" or visits for supervisory or administrative purposes. ~~Official visits by board members will be carried on only under board authorization and with the full knowledge of staff, including the superintendent, principals and other supervisors.~~ This does not prevent a Board member, acting as a volunteer or parent, from visiting in this capacity.

END OF POLICY

Legal Reference(s):

ORS 332.107 OAR 581-022-2405

Anderson v. Central Point Sch. Dist., 746 F.2d 505 (9th Cir. 1984).
Connick v. Myers, 461 U.S. 138 (1983).
Lebanon Education Association/OEA v. Lebanon Community School District, 22 PECBR 323 (2008).

Corrected 12/16/22

Code: BH/BHA
Adopted: 1/04/07
Revised/Readopted: 5/13/10; 4/26/17
Orig. Code: BH/BHA

Orientation of New Board Members

The Board~~board~~ and designated staff will make every effort to assist the~~a~~ new ~~board~~ member to become fully informed about~~concerning~~ the Board's~~board's~~ functions, policies, procedures and issues~~concerns~~. In the interim between election~~/selection~~ and assuming office or following an appointment, the new Board~~board~~ member~~(s)~~ will be assisted in the following ways:

1. The newly elected or appointed board member will be given materials related to the role of a board member~~.~~;

2. The newly elected or appointed board member will be invited to attend board public meetings to observe the operation of the board but will not be a voting member until ~~he/she~~the member assumes office~~.~~;

3. The newly elected or appointed board member ~~will~~ may be provided a board meeting packet~~.~~, however ~~C~~confidential information will not be provided until the member assumes office~~.~~;

4. The newly elected or appointed board member will be ~~given~~ shown how to access the online ~~access to, or a~~ copy of the board's policy manual~~.~~;

5. A copy of ~~the Oregon School Board Association Handbook~~ *Boardsmanship for Oregon School Board Members* published by Oregon School Boards Association, shall be given to the electee/appointee by the superintendent or designee~~.~~;

6. The newly elected or appointed board member will be invited to meet with the superintendent and other administrative personnel, by arrangement with the superintendent, to discuss services they perform for the district~~.~~;

7. The newly elected or appointed Board member will be encouraged to attend board training workshops when planned;

8. The newly elected or appointed board member will receive all reports and communications normally sent to board members, except confidential information or communications until such time as the member assumes office.

END OF POLICY

Legal Reference(s):

ORS 332.107

Corrected 12/16/22

Code: BHB
Adopted: 1/04/07
Revised/Readopted: 5/13/10; 4/26/17
Orig. Code: BHB

Board Member Development

The complexity of Board membership demands opportunities for development, study and training for Board members. The Board places a high priority on the importance of a planned and continuing program of professional development for its members.

In order to develop leadership capabilities, become informed about current issues in education and improve their skills as members of a policy-making body, Board members will participate in opportunities for professional development that may include, but not be limited to, the following:

1. In-service activities planned by the Board and by the administration for staff members, as appropriate;

2. Participation in conferences, workshops, conventions and training held by state and national school board associations and other educational organizations;

3. Subscriptions to publications addressing Board member related topics.

To control both the investment of time and funds necessary to implement this policy, the Board establishes these principles and procedures for its guidance:

1. The superintendent will inform Board members, in a timely manner, of upcoming conferences, conventions, workshops and training. The Board will decide which ~~meetings~~ appear to ~~be most likely to~~ produce the greatest benefit to the Board and the district.

2. Funds for participation at such professional development will be included in the district budget. When funds are limited, the Board will designate which members will participate at a given meeting or training.~~;~~

3. If authorized by the Board to attend, Board members will be reimbursed, upon request, for reasonable and necessary expenses actually incurred.~~;~~

4. When a conference, convention or workshop is not attended by the full Board, those who ~~do~~ participate will share, by means of written or oral reports, information, recommendations and materials acquired at the meeting or training.

END OF POLICY

Legal Reference(s):

ORS 332.018(3) ORS 332.107

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

Corrected 12/16/22

Code: BHD
Adopted: 1/04/07
Readopted: 5/13/10
Orig. Code: BHD

Board Member Compensation and Expense Reimbursement

(Optional; reflects best practices based in ethics laws)

Board members will not receive any compensation for services other than reimbursement for approved expenses actually incurred on district business. Such expenses may include the cost of attendance at meetings, conferences or visitations when such attendance has been approved by the Board.

Reimbursement includes, but is not limited to, transportation, meals, lodging and miscellaneous expenses in accordance with Board policy. Expense reimbursement shall not include alcoholic beverages, gratuities or expenses of a spouse or other individuals accompanying the Board members.

Board members may be reimbursed, when paid admission is required of the general public, for attending district athletic events and other activities as part of their responsibilities of being informed about district operations. The district will establish accounting procedures consistent with this policy.

END OF POLICY

Legal Reference(s):

ORS 244.020 ORS 244.040 ORS 332.018(3)

OR. GOV'T STANDARDS AND PRACTICES COMM'N, STAFF OPINION 02S-015 (May 20, 2002).
OR. GOV'T STANDARDS AND PRACTICES COMM'N, STAFF OPINION 03S-015 (Sept. 11, 2003).

Corrected 12/16/22

Code: BHE
Adopted: 1/04/07
Revised/Readopted: 5/13/10; 4/26/17
Orig. Code: BHE

Board Member Liability Insurance

The district will purchase liability insurance and errors-and-omissions insurance to protect its school board members individually and collectively from claims made against them as a result of official Board actions taken in the course of official duties.

END OF POLICY

Legal Reference(s):

ORS 30.260 to -30.300 ORS 332.072 ORS 332.435

Corrected 12/16/22

Code: BI
Adopted: 1/04/07
Readopted: 5/13/10
Orig. Code: BI

Board Legislative Program

The Board will represent the district's interests in legislative action to promote the welfare of public education in the state of Oregon or will direct those interests to be represented through its executive officer, the superintendent or designee.

The Board will periodically study, discuss and weigh the merits of pending legislation for the purpose of determining its official position through Board action. If established, these official positions will be the stand of the district in the legislative process.

Board members, individually or as members of professional organizations, will not seek to represent any other positions on legislative matters unless it is made clear that such representation is not the official stand of the district.

END OF POLICY

Legal Reference(s):

ORS 332.107

Corrected 12/16/22

Reynolds School District

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The following symbol is used on some policies:

** As used in this policy, the term parent includes legal guardian or person in a parental relationship. The status and duties of a legal guardian are defined in ORS 125.005(4) and 125.300-125.325. The determination of whether an individual is acting in a parental relationship, for purposes of determining residency, depends on the evaluation of the factors listed in ORS 419B.373. The determination for other purposes depends on evaluation of those factors and a power of attorney executed pursuant to ORS 109.056. For special education students, parent also includes a surrogate parent, an adult student to whom rights have transferred and foster parent as defined in OAR 581-015-2000.

Code: CB
Adopted: 1/04/07
Readopted: 5/13/10
Orig. Code: CB

Superintendent

The superintendent[1] is designated as the district's chief executive officer. Under ~~and has, under~~ the Board's ~~board's~~ direction, the superintendent exercises general supervision of all district schools, personnel and departments. The superintendent is responsible for managing the schools under the Board's ~~board's~~ policies and is accountable to the Board ~~board~~ for that management. The Board may not direct the superintendent to take any action that conflicts with a local, state or federal law[2] that applies to school districts[3].

The superintendent may delegate to other district personnel any powers and duties imposed upon the superintendent by Board policies or by vote of the Board. Delegation of power or duty ~~, however,~~ will not relieve the superintendent of responsibility for action taken under such delegation.

END OF POLICY

Legal Reference(s):

ORS 332.505
ORS 332.515
OAR 581-022-2405
OAR 584-005-0005(51)

Senate Bill 1521 (2022)

Corrected 12/16/22

[1] The term "superintendent" includes an interim superintendent.

[2] "Local, state or federal law" means a local, state or federal directive having the force of law, including an ordinance, a city or county resolution, a statute, a court decision, an administrative rule or regulation, an order issued in compliance with ORS Chapter 183, an executive order or any other directive, declaration or statement that is issued in compliance with the law as having the force of law and that is issued by a local government as defined in ORS 174.116, the state government as defined in ORS 174.111 or the federal government.

[3] Also includes taking any action that conflicts with law that applies to education service districts.

Code: CBA
Adopted: 1/04/07
Revised/Readopted: 5/13/10; 4/26/17
Orig. Code: CBA

Qualifications and Duties of the Superintendent

~~**Position** Superintendent~~
The Board requires the superintendent be a strong educational leader who has the following professional experience and training:

~~**Qualifications**~~
1. A current ~~Oregon administrative~~ license ~~with an authorization for all levels, a superintendent's endorsement or a transitional superintendent license~~that qualifies the individual to serve as superintendent of the district;

2. Successful experience as an educational leader ~~and~~ or administrator;

3. ~~In lieu of the experience and training requirements above, the board may consider as a candidate for its superintendent's position an individual who meets transitional administrator or exceptional administrator licensure requirements. The board may, jointly with the individual, submit an application for such license for Teacher Standards and Practices Commission approval pursuant to Oregon Administrative Rule (OAR) 584-080-0151 and 584-080-0161~~A master's degree or higher in the field of education, preferably in educational administration;

4. ~~Other qualifications as determined by the board~~Successful teaching experience at the elementary or secondary school level.

In lieu of the experience and training requirements above, the Board may consider as a candidate for its superintendent's position an individual who meets alternative licensure requirements. The Board may take steps to assist an individual to qualify for such a license.

~~**Reports to** Board of Directors~~

~~**Supervises** Central office administrators and school principals, and through them, all district personnel~~

~~**Job Goal** Provides for effective administration of all schools and departments, and educational leadership throughout the school system and community.~~

The superintendent will have the following personal and professional qualities:

1. Success in leadership roles with staff, community and professional peers;

2. Ability to communicate effectively, both orally and in writing;

3. Scholarship, intelligence and excellent ability to plan and organize;

4. Training, experience and success in personnel selection, evaluation and development;

5. Knowledge of curriculum development, implementation and evaluation;

6. Knowledge of business and support service systems which facilitate planning, control and accountability;

7. Experience in administering collective bargaining agreements;

8. Ability to motivate other administrators and significantly involve them in the decision-making process;

9. Strong management skills; and the desire and ability to motivate and innovate, taking advantage of the district's strengths.

General Functions

1. The superintendent is the chief executive officer of the district and, under the direction of the Board, is responsible for control and operation of the school system, and for implementing the decisions and policies of the Board.

2. The superintendent has the authority to formulate and delegate duties and responsibilities to subordinate administrative personnel. The delegation of such duties and responsibilities, however, will not relieve the superintendent of responsibility for the action taken under such delegation.

Performance Responsibilities

1. Serves as chief executive officer of the Board except as otherwise provided by law, makes rules not in conflict with law or with board policies and decides all matters of administrative and supervisory detail in connection with the operation and maintenance of the schools;

2. Serves as educational leader to the Board, staff and community;

3. Initiates and directs the development of policies for approval by the Board, delegating such responsibility to associates and subordinates as deemed desirable;

4. Attends all meetings of the Board, unless excused by the Board;

5. Assists the Board in reaching sound judgments, establishing policies and approving those matters which the law requires the Board to approve, places before the Board necessary and helpful facts (such as comprehensive data in regard to student achievement and behavior), comparisons, investigations, information and reports and makes available the personal advice on special or technical matters by those persons who are qualified to furnish it;

6. Assesses trends and changing procedures in salary negotiations and assist the Board in collective bargaining and salary consultation with district employee groups;

7. Recommends the appointment, renewal, contract extension, contract nonrenewal, contract nonextension or discharge of licensed employees of the Board as provided by law, board policies and the employee's collective bargaining agreement, as applicable, and with such recommendations reported to the Board for approval;

8. Assigns or transfers licensed employees as provided by state law, board policies, collective bargaining agreements and meet and confer agreements, as applicable;

9. Appoints, assigns, transfers, promotes, demotes or discharges classified and nonrepresented employees as provided by state law, board policies, collective bargaining agreements and meet and confer agreements, as applicable;

10. Evaluates the performance of all district administrative personnel in accordance with state law and board policy, and make recommendations for those positions to the Board before March 15 of each year;

11. Causes evaluation of the performance of licensed and classified personnel in accordance with state law, board policy and the employee's collective bargaining agreement, as applicable;

12. Directs the professional supervisory staff in visits to the schools ~~under his/her charge~~; through this staff, directs, assigns and assists teachers and all other educational employees in the performance of their duties; classifies, assigns and controls the promotion of students; and performs such other duties as the Board determines;

13. Directs the work of the professional staff in evaluating curriculum and instructional materials and, upon the basis of such study, makes recommendations to the Board;

14. Supervises the establishment or modification of school attendance and transportation area boundaries subject to Board approval;

15. Directs the preparation of an annual budget showing the estimated receipts and disbursements necessary to cover the needs of the district for the ensuing fiscal year and submits this estimate to the Board in accordance with law;

16. Approves and directs, in accordance with law and board policy, purchases and expenditures, within the limits of the budget;

17. Seeks additional resources as appropriate (such as grants) in accordance with ~~school~~ district goals;

18. Exercises leadership in directing studies of sites and buildings, considering the population trend and the educational and cultural needs of the district, to ensure timely decisions by the Board and electorate regarding construction and renovation projects;

19. Represents the district in dealings with other school systems, social institutions, business firms, government agencies and the general public;

20. Keeps the public informed about modern educational practices, educational trends and the practices and problems in the district;

21. Implements and interprets board policies.

The specific enumeration of the superintendent's duties as detailed above will not act to limit the authority and responsibility of the office.

END OF POLICY

Legal Reference(s):

ORS 332.075
ORS 342.143
ORS 342.173
ORS 342.850
OAR 584-020-0000 - 0035
OAR 584-046-0003 - 0024
OAR 584-080-0151
OAR 584-080-0152
OAR 584-080-0161

Corrected 12/16/22

Code: CBB
Adopted: 1/04/07
Revised/Readopted: 5/13/10; 4/26/17
Orig. Code: CBB

Recruitment and Appointment of the Superintendent

The Board considers foremost among its responsibilities, the selection and appointment of a superintendent who can effectively translate into action, the Board's policies and the community's aspirations for its schools.

To provide the most capable leadership available for the district, the Board may engage in a nationwide search for applicants for the position of superintendent whenever a vacancy in that position occurs.

The Board shall develop and adopt the standards (e.g., candidate qualities and work experience), criteria (e.g., application, screening and hiring process) and policy directives (e.g., promote from within, state and/or national search) to be used in hiring the superintendent, or interim superintendent, at a meeting open to the public and at which the public has had an opportunity to comment.

The Board may seek the advice and counsel of interested individuals or of an advisory committee, or it may hire consultants to assist in screening candidates and to encourage the filing of applications by professional educators who meet the qualifications. The final selection will rest with the Board after a thorough consideration of qualified applicants.

The Board will appoint the superintendent by a majority vote of the Board members at a meeting for which notice has been given of the intended action.

END OF POLICY

Legal Reference(s):

ORS 192.660(7)(d) ORS 332.505

Corrected 12/16/22

Code: CBC
Adopted: 1/04/07
Revised/Readopted: 5/13/10; 4/26/17
Orig. Code: CBC

Superintendent's Contract

The superintendent, upon appointment by the Board~~board~~, will receive a written contract which will state the terms of employment such as compensation, benefits and other conditions. The Board may not issue a contract that includes terms which direct the superintendent[1] to take any action that conflicts with a local, state or federal law[2] that applies to the district[3], or which allows the Board to take an adverse employment action against the superintendent for complying with such laws. Contracts shall not be issued for more than three years in duration. The contract shall automatically expire at the end of its term. The Board~~board~~ may elect to issue a subsequent contract at any time for up to three years.

The compensation and benefits for the position of superintendent will be fixed by the Board~~board~~ and based upon the responsibilities required of the superintendent in performing their~~his/her~~ duties. The Board~~board~~ may not enter into an employment contract that contains provisions that expressly obligate~~obligates~~ the district ~~or school~~ to compensate the superintendent for work that is not performed.

Provisions for termination of the superintendent's employment, either by the Board~~board~~ or the superintendent, will also be set forth in the superintendent's employment contract. The employment contract, if it includes a mutually agreed to termination-without-cause provision by the Board, will include a 12-month notice of termination for such provision.

The district may provide health benefits for a superintendent that is no longer employed by the district until the superintendent:

1. Reaches 65 years of age; or

2. Finds new employment that provides health benefits.

For a period of one year after termination of the contract, the superintendent may not:

1. Purchase property or surplus property owned by the district or public charter school; or

[1] The term "superintendent" includes an interim superintendent.

[2] "Local, state or federal law" means a local, state or federal directive having the force of law, including an ordinance, a city or county resolution, a statute, a court decision, an administrative rule or regulation, an order issued in compliance with ORS Chapter 183, an executive order or any other directive, declaration or statement that is issued in compliance with the law as having the force of law and that is issued by a local government as defined in ORS 174.116, the state government as defined in ORS 174.111 or the federal government.

[3] Also includes taking any action that conflicts with law that applies to education services districts.

2. Use property owned by the district or public charter school in a manner other than the manner permitted for the general public.

END OF POLICY

Legal Reference(s):

ORS 332.432
ORS 332.505
ORS 342.549
ORS 342.815
OAR 584-005-0005(51)

Senate Bill 1521 (2022)

Corrected 12/16/22

Code: CBG
Adopted: 1/04/07
Readopted: 5/13/10
Orig. Code: CBG

Evaluation of the Superintendent

The Board will formally evaluate the superintendent's job performance ~~will be evaluated formally~~ at least once each year~~annually. The board and superintendent will establish a timeline for this process~~. The evaluation will be based on the administrative job description, any applicable standards of performance, Board~~board~~ policy and progress in attaining any goals for the year established by the superintendent and/or the Board.

~~board.~~ Additional criteria for the evaluation, if any, will be developed at a public board meeting prior to conducting the evaluation. The superintendent will be notified of the additional criteria prior to the evaluation.

The Board's~~board's~~ discussion and conferences with and about the superintendent and ~~his/her~~ performance will be conducted in an executive session, unless the superintendent requests a~~an open~~ session open to the public. Such~~. However, such~~ an executive session will not include a general evaluation of any district goal, objective or operation. Results of the evaluation will be written and placed in the superintendent's personnel file.

At the Board's discretion, it may notify the ~~Any time the superintendent's performance is deemed to be unsatisfactory, the~~ superintendent ~~will be notified~~ in writing of specific areas to be remedied, and the superintendent may~~will~~ be given an opportunity to correct the problem(s). ~~If~~ Where the Board provided written notice pursuant to the prior sentence, if the Board determines the superintendent's performance continues to be unsatisfactory, the ~~b~~Board may dismiss or nonrenew the superintendent pursuant to ~~b~~Board policy, the superintendent's employment contract ~~with the superintendent~~ and state law and rules. In those situations where the superintendent's employment contract includes an evaluation, dismissal or non-renewal provision, it shall take precedent over this policy.

END OF POLICY

Legal Reference(s):

ORS 192.660(2), (8)
ORS 332.107
ORS 332.505
ORS 342.513
ORS 342.815
OAR 581-022-2405

Hanson v. Culver Sch. Dist. (FDAB 1975).

Corrected 12/16/22

Code: CCB
Adopted: 1/04/07
Readopted: 5/13/10
Orig. Code: CCB

Staff ~~Relations~~ Communications and Lines of Authority

The Board~~board~~ expects the superintendent to establish a clear understanding of working relationships in the school system with all staff.

Lines of direct authority will be those ~~approved by the Board and~~ shown on the district organization chart~~charts~~.

Staff members will be expected to refer matters requiring administrative action to the administrator to whom they report.~~are responsible.~~ That administrator will refer such matters to the next higher administrative authority, when necessary. All~~Additionally, all~~ staff will inform their immediate supervisor~~are expected to keep the person to whom they are immediately responsible informed~~ of their activities by whatever means the supervisor considers~~person in charge deems~~ appropriate.

Lines of authority should not restrict the cooperative working relationship of all staff members in developing the best possible district programs and services. In addition, this policy does not restrict protected labor relations communications of bargaining unit members. The established lines of authority represent direction of authority and responsibility. When the staff work~~is working~~ together, the lines represent ~~avenues for~~ a two-way flow of ideas to improve the programs~~program~~ and operations in~~of~~ the district~~school system~~.

END OF POLICY

Legal Reference(s):

ORS 332.505 OAR 581-022-2405

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

Corrected 12/16/22

Code: CCCA
Adopted: 1/04/07
Revised/Readopted: 5/13/10; 4/26/17
Orig. Code: CCCA

Assignment of Administrative Personnel

The superintendent shall make administrative assignments. Whether an assignment is voluntary or involuntary, the intent of transfers is to improve the district ability to provide a quality educational program. All assignments or transfers are subject to the following guidelines:

1. For the purposes of this policy, all administrators below the rank of assistant superintendent or executive director shall be considered.

2. The reassignment of administrative personnel will occur as directed by the superintendent with advance notification to the board.

3. Reassignment is assumed to be a positive personnel action. To assure implementation of this statement, all members of the management team must actively support all assignment changes to the public, staff, and students.

4. Individual administrators may request reassignment. Such requests should be submitted prior to February 15.

5. When a position becomes vacant or when a new position is established, administrators currently employed by the district may request reassignment to the vacant or new position.

6. At the discretion of the superintendent, vacant or new positions may be filled from among the ranks of administrators currently employed by the district without having considered applicants not presently employed by the district.

7. Administrators may be eligible to apply for other administrative and supervisory positions, or may request reassignment to a teaching position.

8. Administrators selected for reassignment should receive ~~final~~ notification ~~by March 15.~~

END OF POLICY

Legal Reference(s):

ORS 332.107 ORS 332.505 ORS 342.845

Corrected 12/16/22

Code: CHCA
Adopted: 5/13/10
Revised/Readopted: 4/26/17
Orig. Code: CHCA

Handbooks

In order that pertinent Board policies, administrative regulations, school rules and procedures may be known by all staff members, patrons, students and parents affected; district administrators and principals are granted authority to issue staff and student/parent handbooks. **Handbooks will be published in a manner which makes them accessible for students and staff.

The contents of all handbooks must conform with districtwide board policies and administrative regulations. The publication shall bear the name of the district, or one of its schools, and be of a quality that reflects favorably on the district. The Board expects all handbooks to be approved by the superintendent or designee before publication.

The district will make all published handbooks available to the Board for informational purposes.

END OF POLICY

Legal Reference(s):

ORS 332.107

Corrected 12/16/22; **Corrected 5/04/23

Code: CM
Adopted: 6/13/18
Orig. Code: CM

Division 22 Compliance and Reporting on Standards

The superintendent will prepare an annual report that represents the district's compliance with the standards adopted by the State Board of Education for the preceding school year and submit that report to the Board.

The district's annual report will be presented orally at a public Board meeting by November~~February~~ 1 of each school year and will allow public comment on such report. This report will be posted on the district's web page. ~~by February 1 of each school year. The Board will acknowledge receipt of the report prior to its submission to the Oregon Department of Education (ODE).~~

The district will report on its compliance with state standards to Oregon Department of Education (ODE) by November~~February~~ 15 each year on a form provided by ODE.

END OF POLICY

Legal Reference(s):

ORS 329.095
ORS 329.105
OAR 581-022-2260
OAR 581-022-2305

Corrected 12/16/22

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Cell Phones Procedure	EGACA-AR
Records and Data Management	EH
Records and Data Management	EH-AR
Health Insurance Portability and Accountability Act	EHA
Insurance Coverage	EIA

The following symbol is used on some policies:

** As used in this policy, the term parent includes legal guardian or person in a parental relationship. The

status and duties of a legal guardian are defined in ORS 125.005(4) and 125.300-125.325. The determination of whether an individual is acting in a parental relationship, for purposes of determining residency, depends on the evaluation of the factors listed in ORS 419B.373. The determination for other purposes depends on evaluation of those factors and a power of attorney executed pursuant to ORS 109.056. For special education students, parent also includes a surrogate parent, an adult student to whom rights have transferred and foster parent as defined in OAR 581-015-2000.

Code: EB
Adopted: 1/04/07
Revised/Readopted: 7/15/10; 6/14/17
Orig. Code(s): EB

Safety Program

Safe buildings, grounds and equipment will be maintained in order to prevent accidents or injury to students, employees and others from fire, natural disasters, mechanical and electrical malfunction and other hazards.

Buildings will be planned, constructed, equipped and maintained in accordance with appropriate local, state and federal safety regulations.

Buildings will be provided with alarm systems, fire extinguishers and other safety devices required by state and federal laws and regulations.

The superintendent will develop and implement a safety program which will include, but not be limited to, compliance with and enforcement of all state and federal laws, rules and regulations.

END OF POLICY

Legal Reference(s):

ORS 329.095
ORS 654.003 to -654.022

OAR 437-001-0760
OAR 437-002-0020 to -0081
OAR 437-002-0100
OAR 437-002-0140
OAR 437-002-0144
OAR 437-002-0145
OAR 437-002-0180 to -0182
OAR 437-002-0260 to -0268
OAR 437-002-0360
OAR 437-002-0368
OAR 437-002-0377
OAR 437-002-0390
OAR 437-002-0391
OAR 581-022-2030
OAR 581-022-2225
OAR 581-022-2250

Fazzolari v. Portland Sch. Dist. No. 1J, 303 Or. 1 (1987).
Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629 (2006); Asbestos Hazard Emergency Response Act of 1986, 15 U.S.C. §§ 2641-2656 (2006).

Corrected 10/19/22

Code: EBB
Adopted: 7/15/10
Revised/Readopted: 12/11/13; 4/08/15
Orig. Code: EBB

Integrated Pest Management

To ensure the health and safety concerns of student, staff and community members, the district shall adopt an integrated pest management plan (IPM)[1] which emphasizes the least possible risk to students, staff and community members and shall adopt a list of low-impact pesticides for use with the IPM plan.

The IPM plan is a proactive strategy that:

1. Focuses on the long-term prevention or suppression of pest problems through economically sound measures that:

   a. Protect the health and safety of students and staff;
   b. Protect the integrity of district buildings and grounds;
   c. Maintain a productive learning environment; and
   d. Protect local ecosystem health.

2. Focuses on the prevention of pest problems by working to reduce or eliminate conditions of property construction, operation and maintenance that promote or allow for the establishment, feeding, breeding and proliferation of pest populations or other conditions that are conducive to pests or that create harborage for pests;

3. Incorporates the use of sanitation, structural remediation or habitat manipulation or of mechanical, biological and chemical pest control measures that present a reduced risk or have a low-impact and, for the purpose of mitigating a declared pest emergency, the application of pesticides that are not low-impact pesticides;

4. Includes regular monitoring and inspections to detect pests, pest damage and unsanctioned pesticide usage;

5. Evaluates the need for pest control by identifying acceptable pest population density levels;

6. Monitors and evaluates the effectiveness of pest control measures;

7. Excludes the application of pesticides on a routine schedule for purely preventive purposes, other than applications of pesticides designed to attract or be consumed by pests;

[1] ~~See Model Integrated Pest Management Plan for Oregon Schools at http://www.ipmnet.org/tim/IPM_in_Schools/Model_School_IPM_Plan_Main_Page.html~~

8. Excludes the application of pesticides for purely aesthetic purposes;

9. Includes school staff education about sanitation, monitoring, inspection and pest control measures;

10. Gives preference to the use of nonchemical pest control measures;

11. Allows the use of low-impact pesticides if nonchemical pest control measures are ineffective; and

12. Allows the application of a pesticide that is not a low-impact pesticide only to mitigate a declared pest emergency or if the application is by, or at the direction or order of, a public health official.

The district shall designate the ~~operations coordinator and operations supervisor~~custodial services supervisor as the Integrated Pest Management Plan Coordinator~~s~~ give them the authority for overall implementation and evaluation of the IPM plan.

Integrated Pest Management Plan Coordinator

The IPM Plan Coordinator~~s~~ shall:

1. Attend not less than six hours of IPM training each year. The training shall include at least a general review of integrated pest management principles and the requirements of IPM as required by Oregon statute;

2. Ensure appropriate prior notices are given and posted warnings have been placed when pesticide applications are scheduled;

3. Oversee pest prevention efforts;

4. Ensure identification and evaluation of pest situation;

5. Determine the means of appropriately managing pest damage that will cause the least possible hazard to people, property and the environment;

6. Ensure the proper use and application of pesticide applications when non-pesticide controls have been unsuccessful;

7. Evaluate pest management results; and

8. Keep for at least four years following the application date, records of applied pesticides that include:

    a. A copy of the label;
    b. A copy of the Safety Data Sheet (SDS);
    c. The brand name and U.S. Environmental Protection Agency (USEPA) registration number of the product;
    d. The approximate amount and concentration of pesticide applied;
    e. The location of where the pesticide was applied;
    f. The type of application and whether the application was effective;
    g. The name(s) of the person(s) applying the pesticide;
    h. The pesticide applicator's license numbers and pesticide trainee or certificate numbers of the person applying the pesticide;
    i. The dates and times for the placement and removal of warning signs; and

j. Copies of all required notices given, including the dates the IPM Coordinators gave the notices.

9. Respond to inquiries about the IPM plan and refer complainants to Board policy KL - Public Complaints;

10. Conduct outreach to district staff about the district's IPM plan.

END OF POLICY

Legal Reference(s):

ORS 634.116 ORS 634.700 - 634.750

Corrected 10/19/22

Code: EBBA
Adopted: 1/04/07
Revised/Readopted: 7/15/10; 6/14/17
Orig. Code: EBBA

First Aid**

In cases of sudden illness or injury to a student or staff member, first aid will be given by school staff. Further medical attention for a student~~to students~~ is the ~~parents'~~ responsibility of the student's parent(s), or of someone the parent(s)~~parents~~ designate in the case of an emergency.

Each principal is charged with providing for the immediate care of ill or injured persons within his/her area of responsibility.

Staff members shall report self-administered first-aid treatment to an immediate supervisor.

In each district facility~~school~~, procedures for handling health emergencies will be established and made known to ~~the~~ staff. Each district facility~~school~~ and district~~school~~ vehicle will be equipped with appropriate first-aid supplies and equipment. All employees are expected to know where first-aid supplies and equipment are kept in their work areas.

Designated employees in each building shall hold current first-aid cards. In compliance with Oregon Administrative Rules, each school shall have~~, at a minimum, at least~~ one staff member with a current first-aid card for every 60 students enrolled. ~~or an emergency response team per building. Such team shall consist of no less than six persons who hold current first-aid/CPR cards and who are trained annually in the district and building emergency plans. Names of the designated employees will be posted.~~

END OF POLICY

Legal Reference(s):

ORS 30.800

OAR 437-002-0042
OAR 437-002-0120 to -0139
OAR 437-002-0161
OAR 437-002-0360
OAR 437-002-0377
OAR 581-022-2050
OAR 581-022-2220
OAR 581-022-2225
OAR 581-053-0003(37)
OAR 581-053-0220(3)(B)(iii)
OAR 581-053-0320(5)(b)
OAR 581-053-0420(2)(f)(B)

Corrected 10/19/22

Code: EBBA~~A~~-AR
Revised/Reviewed: 7/15/10
Orig. Code: EBBAA-AR

First Aid - Infection Control

Health services information about the transmission of diseases including AIDS and HBV[1] focuses on "body fluids" as a possible carrier of organisms that can infect others. The term includes drainage from cuts and scrapes, vomit, urine, feces, respiratory secretions (nasal discharge), saliva, semen and blood. While any contact with the body fluids of another person represents a risk, the level of risk is very low. The risk is increased if the fluid comes in contact with a break in the skin of another individual. Generally, simple, consistent standards and procedures of cleanliness minimize risk.

The following procedures are precautionary measures against the transmission of diseases. Prudent actions are to be employed by all staff and students. These actions should focus primarily on steps that students and staff members can take to ensure their own well-being.

Those who administer first aid, provide physical care or may otherwise incur occupational exposure to blood or other potentially infectious materials as determined by the district will be specifically protected through the district's Exposure Control Plan.

The following procedures are a review for all staff and students of appropriate hygienic and sanitation practices:

1. Standard precautions are to be followed at all times. Standard precautions require the assumption that staff and students approach infection control as if all direct contact with human blood and body fluids is known to be infectious for HIV, HBV and/or other bloodborne pathogens;

2. Whenever possible, students should be directed to care for their own minor bleeding injury. This includes encouraging students to apply their own band-aids~~bandaids~~. If assistance is required, band-aids~~bandaids~~ may be applied after the caregiver removes their~~removal of~~ gloves, if the caregiver will not come into contact with blood or wound drainage;

3. Food and Drug Administration (FDA) approved gloves are required for all tasks in which an individual may come into contact with blood or other potentially infectious materials. Such tasks include cleaning body fluid spills, emptying trash cans, handling sharps/containers, handling contaminated broken glass, cleaning contaminated equipment and handling contaminated laundry/clothing. This also includes assisting with any minor wound care, treating bloody noses, handling clothes soiled by incontinence, diaper changing and cleaning up vomit;

[1] HIV - Human Immunodeficiency Virus; AIDS - Acquired Immune Deficiency Syndrome; HBV - Hepatitis B Virus

4. Immediate, complete and effective hand washing with soap and running water of at least 30 seconds duration should follow any first aid or health care given to a student or contact with potentially infectious materials;

5. If exposure to blood or other potentially infectious materials occurs through coughing, any first-aid procedure, or through an open sore or break in the skin, thorough washing, preferably with germicidal soap, is necessary;

6. In the event hand-washing facilities are not readily available, thorough cleaning using an antiseptic cleanser and clean cloth/paper towels or antiseptic towelettes provided by the district as an alternative is necessary. In the event alternatives are used, hands must be washed with soap and running water as soon as feasible;

7. Contaminated work surfaces shall be decontaminated with an appropriate disinfectant after completion of procedures; immediately or as soon as feasible when surfaces are overtly contaminated or after any spill of blood or other potentially infectious materials; and at the end of the work shift if the surface may have become contaminated since the last cleaning. Clean surfaces with soap and water and then rinse with an Environmental Protection Agency (EPA) approved disinfectant[2] following labeling instructions for use, or a freshly made solution of one part bleach to nine parts water, and allow to air dry. These surfaces include equipment, counters, mats (including those used in physical education classes and athletic events), toys or changing tables;

8. An EPA-approved disinfectant must be used when cleaning fluids such as blood or vomit from the floor or other such contaminated surfaces;

9. Contaminated laundry such as clothing and towels must be placed and transported in bags and containers in accordance with the district's standard precautions. All such items must be laundered in hot or cold water and soap and placed in a dryer;

10. Needles, syringes, broken glassware and other sharp objects found on district property must not be picked up by students at any time, nor by staff without appropriate puncture-proof gloves or mechanical device such as a broom, brush and dust pan. Any such items found must be disposed of in closable puncture resistant, leakproof containers that are appropriately labeled or color-coded;

11. All wastebaskets used to dispose of potentially infectious materials must be lined with a plastic bag liner that is changed daily;

12. Gloves and repellent gowns, aprons or jackets are required for tasks in which exposure to blood or other potentially infectious materials can be reasonably anticipated to contaminate street clothing. Type and characteristics of such protective clothing will depend on the task. Such tasks may include diapering/toileting with gross contamination, assisting with wound care, sorting or bagging contaminated laundry/clothing and disposing of regulated waste with gross contamination;

[2]~~Disinfectants which can be used include Lysol, Purex, Clorox, Tough Act bathroom cleaner, Dow bathroom cleaner, Real Pine liquid cleaner, Pine Sol, Spic and Span, Tackle liquid, Comet and other products with EPA numbers. Other disinfectants as recommended by the Center for Disease Control may be used.~~

13. Maximum protection with gloves, face and/or eye protection and gowns is required whenever splashes, spray, spatter or droplets of blood or other potentially infectious materials may be generated and eye, nose or mouth contamination can be reasonably anticipated. Such tasks may include feeding a student with a history of spitting or forceful vomiting and assisting with severe injury and wound with spurting blood;

14. If a first aid situation occurs, students should report to a person in authority;~~,~~ staff should report to a supervisor.

Additional Precautions

The following additional precautions should be applied in all school settings. These procedures will help prevent transmission of many infections in addition to HIV and HBV:

1. A sink with soap, hot and cold running water and disposable towels should be available close to the classroom;

2. Sharing of personal toilet articles, such as toothbrushes and razors, should not be permitted;

3. Skin lesions that may ooze blood or serum should be kept covered with a dressing;

4. Exchange of saliva by kissing on the mouth, by sharing items that have been mouthed and by putting fingers in others' mouths should be discouraged.

Corrected 10/19/22

Code: EBBAA
Adopted: 7/15/10
Revised/Readopted: 10/14/10; 6/14/17
Orig. Code: EBBAA

Infection Control ~~– HIV, AIDS, HBV~~and Bloodborne Pathogens

The Board recognizes that staff and students incur some risk of infection and illness each time they are exposed to blood or other potentially infectious materials. While the risk to staff and students of exposure to body fluids due to casual contact with individuals in the school environment is very low, the Board regards any such risk as serious.

Consequently, the Board directs adherence to standard precautions. Standard precautions require that staff and students approach infection control as if all direct contact with human blood and body fluids is known to be infectious for HIV, AIDS, HBV[1] and/or other bloodborne pathogens[2].
~~The district shall use standard precautions at all times for infection control. Each person is therefore treated as though an HIV, AIDS or HBV[3] infection exists.~~

The district shall develop an Exposure Control Plan that includes infection control procedures, and procedures to minimize and eliminate exposure incidents to bloodborne pathogens ~~for staff and students~~.

Infection Control

Staff and students shall receive an annual in-service that includes correct procedures for cleaning up body fluid spills and for personal cleanup, appropriate disposal, immunization and personal hygiene, as well as the location and a content review of first-aid and clean-up kits. Kits shall be available for each room in the building and in each district vehicle.

In addition to an annual in-service, staff and students on a regular basis will receive HIV, AIDS and HBV information.

The information shall emphasize infection — how infection is spread as well as how it is not spread.

Bloodborne Pathogens

The Exposure Control Plan shall be reviewed and updated at least annually and when necessary to reflect new or modified tasks and procedures which affect occupational exposure and to reflect new or revised employee positions with occupational exposure. The review and update shall also:

[1] HIV - Human Immunodeficiency Virus; AIDS - Acquired Immune Deficiency Syndrome; HBV - Hepatitis B Virus

[2] "Bloodborne pathogens" are pathogenic microorganisms that are present in human blood and can cause disease in humans. These include, but are not limited to, Hepatitis B virus (HBV) and Human Immunodeficiency Virus (HIV).

~~[3] HIV - Human Immunodeficiency Virus; AIDS - Acquired Immune Deficiency Syndrome; HBV - Hepatitis B Virus~~

1. Reflect changes in technology that eliminate or reduce exposure to bloodborne pathogens;

2. Annually, document consideration and implementation of appropriate commercially available and effective safer medical devices designed to eliminate or minimize occupational exposure.

The plan shall include training followed by an offer of immunization with Hepatitis B vaccine and vaccination series for all staff who are required to provide first aid to students and/or for all staff who have occupational exposure as determined by the district. Training shall be provided at the time of initial assignment to tasks where occupational exposure may take place and at least annually thereafter. Personal protective equipment appropriate to job tasks shall be provided by the district. A post-exposure evaluation and follow-up shall be made available to any employee sustaining an occupational exposure.

The district recognizes that, as required by Oregon Administrative Rule (OAR) 437-002-1030, employees who use medical sharps in the performance of their duties (e.g., administering injectable medicines to students, such as epinephrine and glucagon) must, at least annually, be provided with the opportunity to identify, evaluate and select engineering and work practice controls (e.g., sharps disposal containers, self-sheathing needles, safer medical devices, such as sharps with engineered sharps injury protections and needleless systems). The district will implement such work practice controls, as appropriate.

Documentation, including a sharps injury log, will be maintained as required by OAR 437-002-1030(3) and 437-002-1035.

The district will cooperate with the Oregon Health Authority, Public Health Division and the local health department in delivering HIV, AIDS and HBV education.

END OF POLICY

Legal Reference(s):

OAR 437-002-0360
OAR 437-002-0377
OAR 437-002-1030
OAR 437-002-1035
OAR 581-022-2050
OAR 581-022-2220
OAR 581-053-0240(23)
OAR 581-053-0250(1)
OAR 581-053-0517(13)(c),(e)

Occupational Safety and Health Standards, Bloodborne Pathogens, 29 C.F.R. §1910.1030.

Corrected 10/19/22

Code: EBBB
Adopted: 2/12/14
Revised/Readopted: 6/13/18
Orig. Code: EBBB

Injury/Illness Reports

All injuries/illnesses, sustained by the employee while in the actual performance of the duty of the employee, occurring on district premises, in district vehicles, at a district-sponsored activity or involving staff members who may be elsewhere on district business will be reported immediately to a supervisor.

A written report will be submitted within 24 hours to the district's safety officer. Reports will cover property damage as well as personal injury. All accidents involving students or the visiting public will be reported immediately to a supervisor.

In the event of a work-related[1] illness or injury to an employee resulting in overnight hospitalization for medical treatment[2] other than first aid, the district safety officer shall report the incident to~~inform~~ the Oregon Occupational Safety and Health Division (OR-OSHA). This report will be made within 24 hours after notification to the district of an illness or injury. Fatalities or catastrophes[3] shall be reported to OSHA within eight hours.

ALL injuries/illnesses sustained by an employee, while in the actual performance of the duty of the employee or by a student or visiting public will be promptly investigated. As a result of the investigation any corrective measures needed will be acted upon.

The district risk manager~~superintendent or designee~~ will maintain records and reports on serious injuries/illnesses, including accidents involving district property or employees, students or visiting publics, and periodic statistical reports on the number and types of injuries/illnesses occurring in the district, as well as on the measures being taken to prevent such injuries/illnesses in the future.

The records will include monthly reporting information and an analysis of the data and trends will be conducted at least annually. Such reports will be ~~submitted to the superintendent for~~ reviewed by the district safety committee at least annually.

END OF POLICY

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[1] An injury or illness is work related if an event or exposure in the work environment caused or contributed to the condition or significantly aggravated a preexisting condition.

[2] Medical treatment includes managing or caring for a patient for the purpose of combatting disease or disorder. The following are not considered medical treatment: visits to a doctor or health-care professional solely for observation or counseling; diagnostic procedures including administering prescription medications used solely for diagnostic purposes; and any procedure that can be labeled first aid.

[3] A "catastrophe" is an accident in which two or more employees are fatally injured, or three or more employees are admitted to a hospital or an equivalent medical facility.

Legal Reference(s):

ORS 339.309

OAR 437-001-0015

OAR 437-001-0700
OAR 437-001-0704
OAR 437-001-0760

OAR 581-022-2225

Corrected 10/19/22

Code: EBC/EBCA
Adopted: 1/13/16
Orig. Code: EBC/EBCA

Emergency Procedures and Disaster Plans

The superintendent will develop and maintain a plan specifying procedures to be used in such emergencies as disorderly conduct, unlawful assembly, disturbances at school activities, natural disasters, fire, illness or injury of a student or staff member, and safety threats~~use of force~~ on district~~school~~ property. The superintendent will consult with community and county agencies while developing this plan.

The district's Emergency Procedures Plan will meet the standards of the State Board of Education.

Copies of the Emergency Procedures Plan will be available in every school office and other strategic locations throughout the district. Parents will be informed of the district's plan for the care of students during an emergency situation. The Board may use Oregon Revised Statute (ORS) 192.660(2)(k) to conduct an executive session to consider matters related to school safety or a plan that responds to safety threats made toward a school in the district.

In the case of long-term disruption to district operations as a result of a pandemic ~~flu~~, declared public health emergency or other catastrophe, the district emergency plan shall at a minimum include the following:

1. Who is in charge of the district plan;
2. What steps the district will take to stop the spread of disease;
3. How sick students will be identified;
4. Transportation plan for sick students;
5. Disease containment measures for the district;
6. Communication plan for staff, students and~~,~~ parents;
7. Continuing education plan for students;
8. Procedures for dealing with student privacy rights;
9. Employee leave procedures during a pandemic ~~flu~~ or other catastrophe;
10. Employee pay and benefit plan and procedures;
11. Facility utilization by other agencies procedures;
12. Business operations plan for offsite operation or alternative measures.

END OF POLICY

Legal Reference(s):

ORS 192.660(2)(k)
ORS 332.107
ORS 433.260
ORS 433.441
OAR 437-002-0161
OAR 581-022-2030(3)(c)
OAR 581-022-2220
OAR 581-022-2225

Corrected 10/19/22

Code: EBCB
Adopted: 7/15/10
Revised/Readopted: 2/12/14; 5/13/15; 1/13/16
Orig. Code: EBCB

Emergency Drills and Instruction

Each administrator will conduct emergency drills in accordance with the provisions of Oregon Revised Statutes (ORS).

All schools are required to instruct and drill students on emergency procedures so that students can~~may~~ respond to an emergency without confusion and panic. The emergency procedures shall include drills and instruction on fires, earthquakes, which shall include tsunami procedures in a tsunami hazard zone and safety threats. Instruction on fires, earthquakes and safety threats and drills for students, shall be conducted for at least 30 minutes each school month.

Fire Emergencies

The district will conduct monthly fire drills. At least one fire drill will be held within the first 10 days of the school year. Drills and instruction on fire emergencies shall include routes and methods of exiting the school building.

Earthquake Emergencies

At least two drills on earthquakes shall be conducted each year. Drills and instruction for earthquake emergencies shall include the earthquake emergency response procedure of "drop, cover and hold on" during the earthquake. When based on the evaluation of specific engineering and structural issues related to a building, the district may include additional response procedures for earthquake emergencies.

Safety Threats

At least two drills on safety threats shall be conducted each year.

Drills and instruction on safety threats shall include procedures related to lockdown, lockout, shelter in place and evacuation and other appropriate actions to take when there is a threat to safety.

The Board may use ORS 192.660(2)(k) to conduct an executive session to consider matters related to school safety or a plan that responds to safety threats made toward a school in the district.

Local units of government and state agencies associated with emergency procedures training and planning shall review the emergency procedures and assist the district with the instruction and the conducting of drills for students in these emergency procedures.

END OF POLICY

Legal Reference(s):

ORS 192.660(2)(k)
ORS 336.071
ORS 476.030(1)
OAR 581-022-2225

OREGON STATE FIRE MARSHAL, OREGON FIRE CODE (2014).

Corrected 10/19/22

Code: EBCD
Adopted: 7/15/10
Revised/Readopted: 5/13/15
Orig. Code: EBCD

Emergency Closures**

In case of hazardous or emergency conditions, the superintendent or designee may alter district and transportation schedules as are appropriate to the particular condition. Such alterations include closure[1] of all schools, closure of selected schools or grade levels, delayed openings of schools and early dismissal of students.

The superintendent or designee will develop and maintain such plans and procedures as are necessary to carry out alternate school and bus schedules.

At the beginning of each school year students, parents and staff will be informed of the procedures used to notify them in case of an emergency closure.

END OF POLICY

Legal Reference(s):

OAR 437-002-0360
OAR 437-002-0377
OAR 581-022-2225
OAR 581-022-2320
OAR 581-053-0004

Corrected 10/19/22

[1] ~~Upon approval by the Board, for the 2015-2016 school year, up to 14 hours of emergency school closures due to adverse weather conditions and facilities failure may be included in the calculation of instructional time. (Oregon Administrative Rule (OAR) 581-022-1620) "Instructional time" is defined in OAR 581-022-0102.~~

Code: ECAAA
Adopted: 1/04/07
Revised/Readopted: 7/15/10; 6/14/17
Orig. Code: ECAAA

Employee Identification Badge System

For the safety of staff and students in the school environment, and to reduce the possibilities of theft, vandalism and loss of district property, all district employees shall be issued and will display and wear an identification badge~~badges~~. The supervisors are responsible to see that this requirement is met.

The district's photo identification badge system will serve as an instant identification system for security purposes and will assist students, staff, parents and other visitors to school locations in identifying district employees. Employees will wear and display the identification card at all times in the performance of their duties.

These badges may also serve as keys for entrance to designated buildings. The badges will include employee pictures and shall not be transferred nor loaned.

A badge system, with appropriate designation but without a photograph, shall be used for visitors to schools during regular school hours and for substitutes and/or temporary employees.

Human resources and operations will have an appropriate procedure in place for other personnel regularly in buildings (e.g., contractors', employees).

END OF POLICY

Legal Reference(s):

ORS 192.447 ORS 332.107 ORS 332.505

Corrected 10/19/22

Code: ECAC
Adopted: 1/04/07
Readopted: 7/15/10
Orig. Code: ECAC

Video Surveillance

The ~~b~~Board, as a part of the district's on-going program to maintain student discipline and ensure the health, welfare and safety of all students and personnel, and in the interest of protecting district property and equipment, authorizes the utilization of video equipment in the following ways:

1. Transportation Vehicle Cameras

   All vehicles transporting students to and from curricular and extracurricular activities may be provided with video security cameras in accordance with the provisions of law.

2. Building/Premises Cameras

   For the promotion of order, safety and security of students, staff and property, the district may place video security cameras in buildings or on district property. Use of the videos from these cameras shall be subject to other policies of the district including confidentiality of records.

3. Surveillance Cameras

   Only when specific incidents or situations so warrant, the district may install concealed video surveillance cameras. The placement of these cameras shall be limited to those approved by a member or members of the district executive administration. The duration of the surveillance shall coincide directly with the need for such surveillance. No concealed surveillance cameras shall be used in a general manner where specific situations to not warrant their use.

The superintendent or designee shall be responsible for developing an administrative procedure for use of video equipment that includes but is not limited to:

1. Effect of such equipment in terms of education records.
2. Effect of such equipment in terms of personnel records.
3. Storage and security of recordings.
4. Staff access to equipment or recordings.
5. Viewing requests.
6. Installation procedures.
7. Board Notification.

The district shall notify staff and students through student/parent and staff handbooks that video surveillance may occur on district property.

Students or staff in violation of Board policies, administrative regulations, building rules or law shall be subject to appropriate disciplinary action. Others may be referred to law enforcement.

A video recording may become a part of a student's educational record or a staff member's personnel record. The district shall comply with all applicable state and federal laws related to record maintenance and retention.

END OF POLICY

Legal Reference(s):

ORS 30.864
ORS 192.420 to -192.505
ORS 326.565
ORS 326.575
ORS 332.107
ORS 336.187
ORS 342.850
OAR 166-400-0010 to -0065
OAR 581-021-0210 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).

Corrected 10/19/22

Code: ECACB
Adopted:

Unmanned Aircraft System (UAS) a.k.a. Drone

Third Party Use

Third party use of a UAS on district property or at district-sponsored events or activities on district property for any purpose is prohibited, unless granted permission from the superintendent or designee.

If permission is granted by the superintendent or designee, the third party operating a UAS will comply with all FAA and ODA registration and use regulations and shall provide the following to the district:

1. Proof of insurance that meets the liability limits established by the district;

2. Proof of UAS registration and authorization (including a certificate identified in 14 C.F.R. Part 107 or a Certificate of Authorization described in 49 U.S.C. § 44801) issued by FAA, and proof of user registration with ODA when required[1]; and

3. A signed agreement holding the district harmless from any claims of harm to individuals or damage to property.

The district shall post a copy of this policy, associated procedures, and a copy of Oregon Revised Statute (ORS) 192.345 on the district's website.

END OF POLICY

Legal Reference(s):

ORS 164.885
ORS 174.109
ORS 192.345
ORS 837.300 - 837.390
ORS 837.995
OAR 738-080-0015 - 080-0045
Senate Bill 581 (2019)

Federal Aviation Administration Reauthorization Act of 2018, 49 U.S.C. §§ 44801-44810 (2012).
Small Unmanned Aircraft Systems, 14 C.F.R. Part 107 (2018).
Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (2018).
OREGON SCHOOL ACTIVITIES ASSOCIATION HANDBOOK.

Corrected 10/19/22

[1] A public body, as defined in ORS 174.109, operating an unmanned aircraft system must register as a user with ODA. (ORS 837.360)

Code: EDC/KGF
Adopted: 2/11/10
Revised/Readopted: 7/15/10; 1/12/11
Orig. Code: EDC/KGF

Authorized Use of District Equipment and Materials

District materials and equipment will be used only for school purposes by district personnel on district properties.

Exceptions to this policy must be approved by the superintendent or a member of executive administration and authorized use shall be consistent with Oregon Revised Statute (ORS) Chapter 244.

In all cases of public use, equipment shall not be used for private financial gain. An equipment use form must be submitted and approved, and all conditions outlined on the attached district equipment list must be adhered to. In the event of excessive damage, a fee will be determined according to repair or replacement costs. Transportation of borrowed equipment will be the user's responsibility. No equipment may be transported off district property unless used for a district-sponsored activity.

END OF POLICY

Legal Reference(s):

ORS Chapter 244 ORS 332.107 OAR 584-020-0040

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

Corrected 11/02/22

Code: EEA
Adopted: 7/15/10
Revised/Readopted: 4/08/15; 11/08/17
Orig. Code: EEA

Student Transportation Services

School transportation services will be provided for students to and from school, ~~and~~ for transporting students to and from curricular and extracurricular activities sponsored by the district, transporting from one school or facility to another and for school-sponsored field trips that are extensions of classroom learning experiences. Transportation will be provided for ~~homeless~~ students who qualify for McKinney-Vento services to and from the student's school of origin[1] as required by the Every Student Succeeds Act ~~of 2015~~ (ESSA). Services~~These services~~ shall be provided throughout the regularly scheduled year and during the regular school day as determined by the ~~b~~Board.

Students in grades K through 5 will be eligible for bus service at intermittently scheduled stops if they reside one mile or farther from their school. In compact elementary attendance areas, only perimeter routes will be used. Students may be required to walk out to bus stops.

Students in grades 6 through 12 will be eligible for bus service at intermittently scheduled stops if they reside one and one-half mile or farther from their school.

~~Miles~~ Mileage from school ~~will is~~be determined ~~by the transportation supervisor~~ in accordance with Oregon Administrative Rule (OAR) 581-023-0040(1)(e~~c~~). Mileage exceptions for health, safety or disability will be made in accordance with the district's approved supplemental plan.

The district may use Type 10 School Activity Vehicles to transport students from home to school and school to home.

~~Transportation will be provided to a student of a school receiving Title IA funds to attend a district school out of the student's attendance area because his/her home school has been identified as in need of improvement, corrective action or restructuring. Such transfers will be permitted and transportation provided only to a safe school that has not been identified for improvement, corrective action or restructuring. The obligation of the district to provide for transportation will terminate at the end of the school year if the school from which the student transferred is no longer in school improvement.~~

~~In the event all other district schools a student may transfer to have also been identified as in need of improvement, corrective action or restructuring or there is no other district school to which the student may transfer[2], the district shall, to the extent practicable, establish a cooperative agreement with other~~

[1] "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.

[2] ~~If there are no district schools to which students can transfer because: (1) all schools at a grade level are in school improvement; (2) there is only one school in the district; or (3) the rural or isolated nature of the district prevents choice, the~~

~~districts in the area for a transfer. Transportation for students who transfer for such purposes will be provided for in accordance with the agreement[3].~~

The district may also provide transportation using federal funds[2] or through cooperative agreements with local victims assistance units for a student to attend a safe district school[3] out of the student's attendance area for any student who is a victim of a violent criminal offense occurring in or on the grounds of the school the student attends or the student attends a school identified as persistently dangerous.

~~Transportation provided will, to the extent possible, be to a school that is making adequate yearly progress and that has not been identified as in need of improvement, corrective action or restructuring.~~ If there are no other schools within the district a student may transfer to, the district may establish a cooperative agreement with other districts in the area for a transfer. Transportation for students who transfer for such purposes will be provided in accordance with the agreement.

Students attending any private, parochial or public charter school under the compulsory school attendance laws will, where the private, parochial or public charter school is along or near the bus route, be provided equally the riding privileges given to public school students.

Transportation will be provided for 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.

Preschool students with disabilities who have transportation as a related service and children from birth to age three who are enrolled in an eligible program shall be provided home to school transportation.

A seat that fully supports each person and meets the minimum standards and specifications of law will be provided at all times. A person who weighs 40 pounds or less must be properly secured with a child safety system that meets the minimum standards and specifications established by the Oregon Department of Transportation under Oregon Revised Statute (ORS) 815.055. A person over~~who weighs more than~~ 40 pounds or who has reached the upper weight limit for the forward-facing car seat must use a booster seat until they are~~, who is~~ four feet nine inches tall or age~~shorter and under~~ eight and the adult~~years of age must be properly secured with a child safety system that elevates the person so that a safety~~ belt ~~or safety harness~~ properly fits~~ the person~~.[4] A person who is taller than four feet nine inches or eight years of age or older must be properly secured with a safety belt or harness that meets the requirements under ORS 815.055. In accordance with ORS 811.210 and 811.215 vehicles in excess of 10,000 pounds used for student transportation are exempt from statutory requirements unless they have been equipped with lap

~~district must notify the parents that the student's school has been identified for school improvement but that no choices are currently available.~~

~~[3] Interdistrict transportation under NCLBA does not appear to be a district responsibility. Districts should consult with their attorney.~~

[2] "Federal funds" means funds available through Title IV, Part A, and Title V, Part A.

[3] If there is not another school in the district to which students can transfer, districts are encouraged, but not required, to explore other appropriate options, i.e., an agreement with a neighboring district.

[4] "Proper fit" means the lap belt of the safety belt or safety harness is positioned low across the thighs and the shoulder belt is positioned over the collarbone and away from the neck.

belts. Vehicles in excess of 10,000 pounds that have been equipped with lap belts must meet child car seat requirements as set forth in law.

School buses carrying students will be considered extensions of the school experience. All students using school transportation will abide by the code of conduct posted in each school bus or school activity vehicle. Violations of such code, as well as other conduct which is improper or which jeopardizes the safety of self or others, will be reported by the school bus or vehicle driver to the principal, their designee or supervisor. The director or designee of transportation ~~supervisor~~ will, as soon as possible, inform the appropriate principal of such occurrence. Violators may be denied use of transportation for a period of time as deemed ~~proper~~ appropriate by the principal or designee and/or director or designee of transportation ~~supervisor~~.

The principal~~superintendent~~ or designee shall ensure transportation officials and drivers receive notification of students having special medical or behavioral protocols identified in student records.

Appropriate training related to specific protocols, including confidentiality requirements, will be provided to drivers.

Aides or assistants that ride a school bus shall receive training on emergency procedures and their role in the safe transportation of all students on the bus.

The school bus or vehicle driver will be responsible for the school bus or vehicle at all times from departure until return. The driver will not participate in any activities that might impair their~~his/her~~ driving abilities.

Parents or guardians may accompany students on school buses for field trips or other school- or district-sponsored activities and shall submit to a criminal records check as required in Board policy GCDA/GDDA – Criminal Records Checks and Fingerprinting and its accompanying administrative regulation. Siblings of district students who are not yet a student of the district may not accompany parents or guardians for such activities.

The district will comply with all state and federal laws and regulations pertaining to school bus transportation.

END OF POLICY

Legal Reference(s):

ORS 327.006
ORS 327.033
ORS 327.043
ORS 332.405
ORS 332.415
ORS 339.240 - 339.250
ORS 343.155 - 343.246
ORS 343.533
ORS 811.210
ORS 811.215
ORS 815.055
ORS 815.080
ORS 820.100 - 820.190

OAR 581-021-0050 - 0075
OAR 581-022-2345
OAR 581-023-0040
OAR 581-053-0002
OAR 581-053-0003
OAR 581-053-0004
OAR 581-053-0010
OAR 581-053-0031
OAR 581-053-0040
OAR 581-053-0053
OAR 581-053-0060
OAR 581-053-0070
OAR 581-053-0210
OAR 581-053-0220
OAR 581-053-0230
OAR 581-053-0240
OAR 735-102-0010

Senate Bill 905 (2019)

Every Student Succeeds Act of 2015, 20 U.S.C. §§ 6315, 7912 (2018).

Corrected 10/19/22; Corrected 2/13/23

Code: EEA~~B~~-AR
Adopted: 1/04/07
Readopted: 7/15/10
Orig. Code: EEABA; EEAB

School Bus Scheduling and Routing

Bus stops shall be established annually by the director of transportation ~~supervisor~~ or designee based on the following:

1. Safety of students.

2. Student home residence location. No custom service or special stops will be allowed to accommodate baby-sitters, student activities, or visiting. Special situations will only be accommodated upon approval by the director of ~~business services~~transportation within bus load limits at regular bus stops.

3. Protection of property.

4. Energy conservation measures. (Includes consolidated stops and driving on major arterial to eliminate starts and stops.)

5. No student is expected to walk farther to the bus stop than any other student is expected to walk to school. (One mile for ~~elementary~~grades K-5; one and one-half mile for ~~secondary~~grades 6-12). Students are expected to walk out to major arterial as schedules require. An exception may occur where the bus in unable to gain safe access within the prescribed limits.

6. Additional stops may be requested through the transportation safety committee. Such, or other, ~~A~~additional stops will be determined by the district's director of transportation and may be scheduled ~~by the transportationsupervisor only upon written approval of the director of business services~~.

7. Appeals may be made to the superintendent or designee.

~~END OF POLICY~~

~~**Legal Reference(s):**~~

~~ORS 332.405~~

~~OAR 581-023-0040~~
~~OAR 581-053-0002~~

~~OAR 581-053-0015~~

Corrected 11/02/22

Code: EEAC
Adopted: 7/15/10
Revised/Readopted: 10/11/17
Orig. Code: EEAC

School Bus Safety Program

The director of transportation ~~supervisor~~ will ensure instruction for all students in school bus safety and emergency evacuation procedures is provided. Drivers shall assist in the instruction.

Students who are regularly transported by the district shall receive the following instruction within the first six weeks of each half of each~~the~~ school year:

1. Safe school bus riding procedures, including but not limited to loading, unloading and~~,~~ crossing~~; etc.;~~

2. Use of emergency exits; and

3. Planned and orderly evacuation of the school bus in case of emergency, including participation in actual evacuation drills.

Students who are not regularly transported by the district will be given the following instruction at least once in the first half of each school year:

1. Safe school bus riding procedures, including but not limited to loading, unloading and crossing; and

2. Use of emergency exits.

The district will document and maintain records of the content and dates of instruction.

Buses will not exceed vehicle design capacity for seating at any time unless an unforeseen or unusual circumstance arises. Passengers will be provided a seat that fully supports them. A seat that fully supports each person and meets the minimum standards and specifications of law will be provided at all times. A person who weighs 40 pounds or less must be properly secured with a child safety system that meets the minimum standards and specifications established by the Oregon Department of Transportation under Oregon Revised Statute (ORS) 815.055. A person over 40 pounds or who has reached the upper weight limit for the forward-facing car seat must use a booster seat until ~~he/she~~the person is four feet nine inches tall or age eight and the adult belt properly fits.[1] A person who is taller than four feet nine inches or eight years of age or older must be properly secured with a safety belt or harness that meets the requirements under ORS 815.055. In accordance with ORS 811.210 and 811.215, vehicles used for student transportation in excess of 10,000 pounds are exempt from this requirement unless they have been

[1] "Proper fit" means the lap belt of the safety belt or safety harness is positioned low across the thighs and the shoulder belt is positioned over the collarbone and away from the neck.

equipped with lap belts. Vehicles in excess of 10,000 pounds that have been equipped with lap belts must meet child car seat requirements as set forth in law.

During adverse weather conditions, the director of transportation ~~supervisor~~ may ~~recommend the district~~ alter bus schedules or temporarily suspend bus services. The executive director of communications ~~director~~and community relations or ~~his/her~~ designee will ~~advise local radio stations and other media of~~communicate any changes in bus schedules or services.

In the case of emergency or disaster, evacuation of students will be carried out according to the district's emergency plan.

An accident review board will study accidents involving district buses and will make recommendations to avoid similar accidents.

END OF POLICY

Legal Reference(s):

ORS 811.210
ORS 811.215
ORS 815.055
ORS 815.080
ORS 820.100 to -820.190

OAR 437-002-0220 to -0227
OAR 581-022-2225
OAR 581-053-0002
OAR 581-053-0003
OAR 581-053-0004
OAR 581-053-0010
OAR 581-053-0021
OAR 581-053-0031
OAR 581-053-0210
OAR 581-053-0240
OAR 581-053-0310
OAR 581-053-0320
OAR 581-053-0330
OAR 581-053-0340
OAR 581-053-0410
OAR 581-053-0420
OAR 581-053-0430
OAR 581-053-0440
OAR 581-053-0445
OAR 581-053-0510
OAR 581-053-0520
OAR 581-053-0530
OAR 735-102-0010

Corrected 11/02/22

Code: EEACA
Adopted: 7/15/10
Revised/Readopted: 4/08/15
Orig. Code: EEACA

School Bus Driver Examination and Training

The district or transportation provider shall verify that ~~a~~ school bus drivers' ~~driver's~~ physical examinations were ~~examination was~~ certified by a medical examiner. This medical examiner's ~~whose~~ certificate must have been ~~was~~ listed in the Federal Motor Carrier Safety Administration's, National Registry of Certified Medical Examiners as of the date of the issuance for ~~of~~ the school bus driver's examination certificate. Bus drivers shall also meet ~~, and meets~~ other criteria as established by state and federal law and by the Oregon Department of Education regulations, including the requirements for a commercial driver's license (CDL).

A school bus manufacturer, school bus dealer or school bus mechanic is not required to have a school bus endorsement while operating a school bus that is not transporting students.

END OF POLICY

Legal Reference(s):

ORS 659.840
ORS 659A.300
ORS 659A.306
ORS Chapters 801, 802, 807, 809, 811, 813

ORS 807.038
ORS 820.110

OAR 581-053-0002
OAR 581-053-0003

OAR 581-053-0004
OAR 581-053-0031
OAR 581-053-0040
OAR 581-053-0060

Omnibus Transportation Employee Testing Act of 1991, 49 U.S.C. §§ 31301-31317; 49 C.F.R. Parts 40, 382, 391-395 (2016).
Federal Motor Carrier Safety Administration Regulations, 49 C.F.R. Part 391, §§ 391.42, 391.43 (2016).

Corrected 11/02/22

Code: EEACC
Adopted: 7/15/10
Revised/Readopted: 10/11/17
Orig. Code: EEACC

Student Conduct on School Buses

The following regulations will govern student conduct on school buses and Type 10 School Activity Vehicles if used for transporting students from home to school, school to home and to and from district-sponsored activities and will be posted in a conspicuous place in all ~~school~~ buses and activity vehicles:

1. Students being transported are under authority of the bus driver;

2. Fighting, wrestling or boisterous activity is prohibited on the bus;

3. Students will use the emergency door only in case of emergency;

4. Students will be on time for the bus, both morning and evening;

5. Students will not bring firearms, weapons or other potentially hazardous material on the bus;

6. Students will not bring animals, except approved service animals, on the bus;

7. Students will remain seated while the bus is in motion;

8. Students may be assigned seats by the bus driver;

9. When necessary to cross the road, students will cross in front of the bus or as instructed by the bus driver;

10. Students will not extend their hands, arms or heads through the bus windows;

11. Students will have written permission to leave the bus other than for home or school;

12. Students will converse in normal tones; loud or vulgar language is prohibited;

13. Students will not open or close windows without permission of the driver;

14. Students will keep the bus clean and must refrain from damaging it;

15. Students will be courteous to the driver, fellow students and passersby;

16. Students who refuse to promptly obey the directions of the driver or refuse to obey regulations may forfeit their privilege to ride on the buses.

The superintendent or designee will establish other administrative regulations as necessary for the safe conduct of students riding district school buses or other forms of district transportation and for disciplinary

procedures. Such regulations will be available to all parents and students and posted in each school bus or other district vehicle.

Students who violate bus rules of conduct may be denied the use of district transportation.

END OF POLICY

Legal Reference(s):

ORS 339.240
ORS 339.250
ORS 820.100 to -820.190

OAR 581-021-0050 to -0075
OAR 581-023-0040
OAR 581-053-0002
OAR 581-053-0003

OAR 581-053-0004
OAR 581-053-0010
OAR 581-053-0210

Letter Opinion, Office of the OR Attorney General (Nov. 22, 1988).

Corrected 11/02/22

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

Video Cameras on Transportation Vehicles

The Board~~board~~ recognizes the district's continuing responsibility to maintain and improve discipline, and ensure the health, welfare and safety of its staff and students on school transportation vehicles.

The Board~~board~~, after having carefully weighed and balanced the rights of privacy of students and staff with the district's duty to ensure discipline, health, welfare and safety of staff and students on school transportation vehicles, supports the use of video cameras on its transportation vehicles.

Video cameras may be used to monitor student behavior on school transportation vehicles that transport~~transporting~~ students to and from curricular and extracurricular activities.

Such equipment may also be used to monitor the performance of district employees in the fulfillment of their duties in~~on~~ school transportation vehicles that are transporting students to and from curricular and extracurricular activities.

Students in violation of district conduct rules shall be subject to disciplinary action in accordance with established Board policies~~board policy~~ and administrative regulations governing student conduct and discipline.

Staff shall be subject to established Board~~board~~ personnel policies, administrative regulations and collective bargaining agreements including provisions related to evaluation, discipline and dismissal.

Video recordings, depending on how they are used in student disciplinary proceedings, may become a part of a student's education record. In such cases, the district shall comply with all applicable state and federal laws related to education records. Such records will also be subject to established district procedures regarding education records including access, review and release of such records.

The superintendent shall develop procedures for the notification of staff, students, parents and others as necessary of the use of video cameras on school transportation vehicles and such other procedures as may be required for the implementation of this policy.

END OF POLICY

Legal Reference(s):

ORS 30.864
ORS 192.420 to -192.505
ORS 326.565
ORS 326.575
ORS 332.107
ORS 336.187
ORS 342.850
OAR 166-400-0010 to -0065
OAR 581-021-0210 to -0430
OAR 581-022-2260
OAR 581-053-0240(11)

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).

Corrected 11/02/22

Code: EEACCA-AR
Revised/Reviewed: 10/11/17
Orig. Code: EEACCA-AR

Video Cameras and Audio on Transportation Vehicles

Education Records

1. The district will comply with provisions of state and federal law regarding education records requirements including the Family Educational Rights and Privacy Act (FERPA) and the Individuals with Disabilities Education Act (IDEA) as applicable to the district's use of video/audio recordings. Video/~~a~~Audio recordings which become a part of a student's education record will be maintained in accordance with established education record procedures governing access, review and release of education records.

2. The district will include notice in parent/student handbooks that video/audio ~~cameras~~ may be used on district transportation vehicles transporting students to and from curricular and extracurricular activities. The district will include, as a part of its notice procedures, a copy of the district's video/audio ~~camera~~ policy and procedures to all students and parents accompanied by a form to be signed and returned to the district as an acknowledgment of being read and understood.

3. Students will be notified when video/audio ~~camera~~ is "on board" and in use on district vehicles.

Staff Records

1. Video/~~a~~Audio recordings considered for retention as part of the employee's personnel record will be maintained in accordance with established Board~~board~~ personnel policies, administrative regulations and collective bargaining agreements governing access, review and release of employee personnel records.

2. The district will include notice in personnel handbooks that video/audio ~~cameras~~ may be used on district transportation vehicles that transport~~transporting~~ students to and from curricular and/or extracurricular activities.

3. Staff will be notified when video/audio ~~camera~~ is "on board" and in use in~~on~~ district vehicles.

Storage/Security

1. All video/audio recordings will be stored and secured to ensure confidentiality.

2. Video/~~a~~Audio recordings will be stored for ~~five~~ 14 days after the initial recording, unless a ~~viewing~~ request is made to view a recording. These recordings will then be erased unless they become part of a student's education record or a staff member's personnel record.

3. Video/~~a~~Audio recordings held for review of student or staff incident will be~~ copied and~~ maintained in their original form pending resolution. The recording will then be either erased or retained as necessary as a part of the student's education record and/or employee's personnel record in accordance with the established district policy and procedures.

Use

1. Video/~~a~~Audio ~~cameras~~ will be used on all district transportation vehicles transporting students to and from curricular or extracurricular activities at the ~~discretion~~ direction of the director of transportation ~~supervisor~~ or superintendent.

2. Staff and students are prohibited from tampering with or otherwise interfering with video/audio ~~camera~~ equipment.

Viewing Requests

1. Requests for viewing video/audio recordings will be limited to district officials, including teachers whom the district has determined to have legitimate educational interests, ~~parent(s) or the student 18 years of age or older~~ or others specified in state and federal law and accompanying regulations including FERPA.

2. Requests for viewing may be made by the principal or designee to the director of transportation~~superintendent~~ or designee within five school days of the date of recording.

3. Only the portion of the video/audio recording concerning a specific incident(s) will be made available for viewing.

4. Approval/Denial for viewing will be made within five school days of receipt of request and so communicated to the requesting individual(s).

5. When approved, ~~V~~video/audio recordings will be made available for viewing within ~~three~~ five school days of the ~~request~~ approval.

Viewing

1. Actual viewing will be permitted at district-related sites only~~, including the transportation office, schools, district office~~ or as otherwise required by law.

2. A ~~written~~ record~~log~~ will be maintained of those viewing ~~video~~ recordings including the date of viewing, the reason for viewing, the date the recording was made, the vehicle ~~videotaped~~ and driver recorded and the signature of the viewer.

3. Video/Audio recordings remain the property of the district and may be reproduced only in accordance with law, including applicable district education records policy and procedures and district personnel records policy, procedures and applicable collective bargaining agreements.

~~**Purchase, Maintenance, Replacement of Equipment/Supplies**~~

~~1. The transportation supervisor will be responsible for all video equipment and supplies purchase, maintenance and replacement.~~

~~2. The transportation supervisor will develop a long-range video equipment and supply replacement cycle.~~

~~3.~~4. ~~Vehicle drivers will be responsible for the care of video equipment while operating district vehicles.~~

Corrected 11/16/22

Code: EEACD
Adopted: 1/04/07
Readopted: 7/15/10
Orig. Code: EEACD

Employee Use of District Vehicles

The following criteria shall be met in all cases where district personnel operate publicly-owned vehicles on district business:

1. Employee shall hold a valid Oregon driver's license.

2. Employee's state driving record reviewed and evaluated annually.

3. Employee must demonstrate proficiency in vehicle to be driven.

4. Employee must have valid first aid card. (For operation of vehicles in which students will be transported.)

~~5. Employee must complete defensive driving course. (For operation of vehicles in which students will be transported.)~~

~~6.~~5. Must be an employee of the district.

~~7.~~6. Employee must comply with Oregon Administrative Rules Governing Drivers of District Vehicles.

From the above requirements, an approved list of drivers will be developed that will allow personnel to operate district vehicles.

The ~~Board~~ district may provide for the use of vehicles, commonly designated as Types 10, 20 or 21 pupil transportation vehicles, which do not meet the requirements of a "school bus" for the purpose of transporting students, licensed, classified or other supervisory personnel to and from curricular and extracurricular activities sponsored by the district.

The vehicle shall be insured for bodily injury, property damage, uninsured motorist coverage and personal injury protection. The ~~director of business services~~ district risk manager will recommend amounts to adequately protect the district against loss.

The district will meet or exceed minimum driver requirements and procedures as set forth in Oregon Administrative Rules, Section 53. ~~OARs 581-053-0545, 581-053-0550 and 581-056-0555.~~ The district shall meet child safety system requirements and minimum standards and specifications as set forth in state law~~ORS 811.210, 815.055 and 815.080 and OAR 735-102-0010~~.

END OF POLICY

Legal Reference(s):

ORS 811.210
ORS 815.055
ORS 815.080
ORS 820.110
ORS 820.190

OAR 437-002-0220 to -0227
OAR 581-053-0010
OAR 581-053-0220
OAR 581-053-0310
OAR 581-053-0320
OAR 581-053-0330
OAR 581-053-0340
OAR 581-053-0410
OAR 581-053-0420
OAR 581-053-0430
OAR 581-053-0440
OAR 581-053-0511
OAR 581-053-0521
OAR 581-053-0531
OAR 581-053-0540
OAR 581-053-0610
OAR 581-053-0620
OAR 581-053-0630
OAR 581-053-0640
OAR 735-102-0010

Corrected 11/16/22

Code: EEAE
Adopted: 7/15/10
Revised/Readopted: 10/11/17
Orig. Code: EEAE

Student Transportation in Private Vehicle

Transportation of students will be by the district's transportation system or by a district employee's vehicle, properly insured, except as provided below.

Parents, employees and other designated adults may be permitted to use private vehicles to transport students other than their own on field trips or other school activities if the following conditions have been met prior to the activity:

1. The school administrator has approved the activity;~~:~~

2. A permission slip signed by the student's parent(s) has been received by the principal or ~~his/her~~ designee, granting permission for the student to participate in the field trip/activity and to ride in a privately-owned vehicle;

3. The parent~~parents~~, employee or other adult driving the vehicle is properly licensed to drive and has provided proof of insurance. Such insurance shall meet or exceed minimum requirements as established by the state of Oregon and as set by the district;

4. The vehicle contains an adequate number of seat restraints, including when applicable, a child safety system for a child who weighs less than 40 pounds, regardless of age, and the adult driver requires their use. The child safety system must elevate the person so that a safety belt or safety harness properly fits the individual and meets the minimum standards and specifications of law. A person over 40 pounds or who has reached the upper weight limit for the forward-facing car seat must use a booster seat until ~~he/she~~the person is four feet nine inches tall or age eight and the adult belt properly fits.[1] A person who is taller than four feet nine inches or eight years of age or older must be properly secured with a safety belt or harness that meets the requirements under Oregon Revised Statute (ORS) 815.055. Training in the proper installation and use of child safety system may be required. The driver is responsible for not placing children under the age of 13 in the front seat of a vehicle equipped with passenger-side air bags.

The district will develop procedures to implement this policy.

END OF POLICY

Legal Reference(s):

[1] "Proper fit" means the lap belt of the safety belt or safety harness is positioned low across the thighs and the shoulder belt is positioned over the collarbone and away from the neck.

ORS 332.107 ORS 801.455	ORS 811.210 ORS 815.055	ORS 815.080 OAR 735-102-0010

Corrected 11/02/22

Code: EFAA
Adopted: 7/15/10
Revised/Readopted: 12/14/11; 4/08/15; 6/14/17
Orig. Code: EFAA

District Nutrition and Food Services

The district may enter into an agreement with the Oregon Department of Education (ODE) to operate the National School Lunch Program (NSLP) and the Commodity Food Distribution Program (CFDP) by signing a permanent Sponsor-ODE Agreement entitling the district to receive reimbursement for all meals that meet program requirements and to earn USDA Food entitlement based on the number of lunches served.

The permanent agreement shall be signed by the superintendent or other school official with authority to obligate the district to legally binding contracts, subject to annual ODE renewal and will include, at the district's option, an agreement to operate the School Breakfast Program (SBP), Summer Food Service Program (SFSP), the Child and Adult Care Food Program (CACFP) and the Special Milk Program (SMP). The district recognizes that meals and snacks served by the district will not be eligible for reimbursement until the annual program update is received and approved by ODE.

The permanent Sponsor-ODE Agreement shall include assurances by the district that it will follow all Child Nutrition Program regulations for which the district is approved to operate:

1. Free and reduced price process (updated annually);

2. Financial management of the nonprofit school food service;

3. Civil rights and confidentiality procedures;

4. Meal pattern and nutrition content of meals served;

5. Use and control of commodity foods;

6. Accuracy of reimbursement claims;

7. Food safety and sanitation inspections;

8. Nutrition standards for foods and beverages sold to students.

The superintendent or designee will develop an administrative regulation as necessary to implement this policy and meet the requirements of state and federal law. The administrative regulation will be reviewed and adopted by the Board as required by law.

END OF POLICY

Legal Reference(s):

ORS 327.520 to -327.537
ORS 336.423
OAR 581-022-2345
OAR 581-051-0100
OAR 581-051-0305
OAR 581-051-0310
OAR 581-051-0400

Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance, 7 C.F.R. Part 15b (2017).
U.S.D.A., ELIGIBILITY GUIDANCE FOR SCHOOL MEALS MANUAL.
U.S.D.A., FNS INSTRUCTION 765-7 REV. 2: HANDLING LOST, STOLEN AND MISUSED MEAL TICKETS.
Healthy, Hunger-Free Kids Act of 2010, 42 U.S.C.§§ 1758, 1760 (2012).
National School Lunch Program 7 C.F.R. Part 210 (2017)
U.S.D.A. Instruction 113-1 Civil Rights
Donation of Foods for Use in the United States, Its Territories and Possessions and Areas Under its Jurisdiction, 7 C.F.R. Part 250 (2017)
Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (2017).

Corrected 11/16/22

Code: EFAA-AR
Adopted: 7/15/10
Revised/Readopted: 4/08/15; 1/13/16; 4/13/16; 6/08/16; 6/14/17
Orig. Code: EFAA-AR

Reimbursable School Meal Programs

(National School Lunch Program and School Breakfast Program and other meal programs)

The district's nutrition and food services will be operated in accordance with the following requirements:

Meal Pricing Procedures

1. Reimbursable meals will be priced as a unit.

2. Reimbursable meals ~~and afterschool snacks~~ will be served free or at a reduced price to all children who are determined by the district to be eligible for free or reduced-price meals.

3. Annually, the district will establish prices for reimbursable student meals.

4. The price charged to students who do not qualify for free or reduced-price meals will be established annually~~set~~ by the district in compliance with state and federal laws~~guidelines~~.

5. The price charged to students who qualify for reduced-price meals will be established annually by the district in compliance with state and federal laws.

~~6. The district will implement claiming alternative Provision at the schools as established annually.~~

~~7.~~6. The district will implement claiming alternative Community Eligibility at the following schools under its jurisdiction: *all schools ~~except HOLLA~~*.

Application Procedures

1. Households receiving SNAP~~that submit a direct certification document from AFS showing the household receives food stamps~~ or Temporary Assistance to Needy Families (TANF) benefits as identified by~~and~~ Oregon Department of Education (ODE),~~) approved~~ will be automatically eligible for free meals for the students listed on the official document. Districts must access this document at least three times per year.

2. Students receiving support through the migrant education program, Runaway and Homeless Youth Act, McKinney-Vento Homeless Assistance Act, federal Head Start and state-funded prekindergarten programs, with income eligibility criteria identical or more stringent than federal Head Start, or are in state or court placement foster care, will be automatically eligible for free meals ~~and afterschool snacks,~~ for the students listed on the official documents.

3. Households that submit a confidential application will be notified of their student's eligibility for free or reduced-price meals. Households that are denied free or reduced-price benefits will be notified in writing using the ODE template letter distributed to the district annually.

4. On a case-by-case basis~~,~~ when a student is known to be eligible for free or reduced-price meal benefits, and the household fails to submit a confidential application, the superintendent or designee may complete an application for the student documenting how they know~~he/she knows~~ the household income qualifies the student for free or reduced-price meal benefits. Parents of a student approved for free or reduced-price benefits, when application is made for the student by a school official, will be notified of the decision and given the opportunity to decline benefits.

5. Students who do not qualify for free or reduced-price meals are eligible to participate in the~~ SMP,~~ National School Lunch Program (NSLP) and School Breakfast Program (SBP) and will be charged "paid" prices set by the district. "Paid" category students will be treated equally to students receiving free or reduced-price benefits in every aspect of the district's NSLP, SBP, Child and Adult Care Food Program (CACFP) and the Summer Food Service Program (SFSP).

6. The district has established a fair hearing process under which a household can appeal a decision with respect to the household's application for benefits or any subsequent reduction or termination of benefits.

Financial Management of the Nonprofit School Food Service

1. The district will maintain a nonprofit school nutrition and food service operation.

2. Revenues earned by the school nutrition and food services will be used only for the operation or improvement of NSLP, SBP, CACFP and SFSP.

3. Lunch and breakfast meals served to teachers, administrators, custodians and other adults not directly involved with the operation of the district's nutrition and food services will be priced to cover all direct and indirect cost of preparing and serving the meal[1].

4. District nutrition and food services revenues will not be used to purchase land or buildings.

5. The district will limit its nutrition and food services net cash resources to an amount that does not exceed three months average expenditures.

6. The district will maintain effective control and accountability for, and adequately safeguard, all nutrition and food services' cash, real and personal property, equipment and other assets, and ensure they are used solely for nutrition and food services purposes.

7. The district will meet the requirements for allowable ~~of~~ NSLP, SBP, CACFP and SFSP costs as described in 2 C.F.R. 200.

8. In purchasing nutrition and food services goods or services, the district will not accept proposals or bids from any party that has developed or drafted specifications, requirements, statements of work,

[1] For meals with portion sizes equivalent to student meals, the adult meal price will be no less than the amount of reimbursement for a free-eligible meal, plus the value of commodity foods used in the meal preparation.

invitations for bids, requests for proposals, contract terms and conditions or other documents for proposals used to conduct the procurement.

9. All procurement transactions for nutrition and food services goods and services will be conducted according to state, federal and district procurement standards using the applicable cost thresholds.

10. In the operation of its nutrition and food services program, the district will purchase food products where at least 50 percent of the ingredients are produced or processed in the United States, whenever possible.

~~11. The district may use facilities, equipment and personnel supported with nutrition and food services revenue to support a nonprofit nutrition program for the elderly.~~

Civil Rights and Confidentiality Procedures

1. The district will not discriminate against any student because of theirhis/her eligibility for free or reduced-price meals.

2. The district will not discriminate against any student or any nutrition and food services employee because of race, color, national origin, sex, sexual orientation, marital status, parental status, religion, age or disability.

3. The district will assure that all students and nutrition and food services employees are not subject to different treatment, disparate impact or a hostile environment.

4. Established district procedures will be followed for receiving and processing civil rights complaints related to applications for ~~of~~ NSLP, SBP, CACFP and SFSP benefits and services, and employment practices with regard to the operation of its ~~of~~ NSLP, SBP, CACFP and SFSP. The district will forward any civil rights complaint regarding the district's nutrition and food services to ODE's director of Child Nutrition Programs within three days of receiving the complaint.

5. The district will make written or oral translations of all nutrition and food services materials available to all households who do not read or speak English.

6. The district will maintain strict confidentiality of all information obtained through a confidential application for free and reduced-price meals or direct certification, including students' eligibility for free or reduced-price meals and all household information. The district's NSLP, ~~and~~ SBP, CACFP and SFSP operators are not required to release any information from a student's confidential application for free or reduced-price meals. No information may be released from a student's eligibility information without first obtaining written permission from the student's parent or legal guardian/adult household member signing the application, except as follows:

   a. An individual student's name and eligibility status may be released without written consent only to persons who operate or administer federal education programs; persons who operate or administer state education or state health programs at the state level; persons evaluating state, education assessment; or persons who operate or administer any other NSLP, SBP, SMP, SFSP, CACFP or ~~the~~ SNAP;
   b. Any other confidential information contained in the confidential application for free and reduced-price meals (e.g., ~~(~~family income, address, etc.) may be released without written consent only to persons who operate or administer the NSLP, SBP, CACFP, SFSP and the

Special Supplemental Nutrition Program for Women, Infants and Children (WIC); the Comptroller General of the United States for audit purposes; and federal, state or local law enforcement officials investigating alleged violation of any of the programs listed above.

Nutrition and Menu Planning

1. Meals ~~and afterschool snacks~~ served for reimbursement will meet the nutrition standards established by the U.S. Department of Agriculture (USDA) and Oregon Smart Snacks Standards~~recommendations of the most current *Dietary Guidelines for Americans*~~.

2. Meals ~~and afterschool snacks~~ served for reimbursement will meet at least the minimum of NSLP, SBP, CACFP and SFSP requirements for food items~~item~~ and quantities.

3. Meals served for reimbursement will:

   a. Meet all calorie range requirements by grade level;
   b. Meet~~at least~~ the maximum~~minimum nutrient~~ standards set for saturated fat~~calories, protein, calcium, iron, vitamin A and vitamin C by grade level~~;
   c. Meet the maximum standards set for ~~total fat and saturated fat; and~~Offer less sodium by grade ~~and cholesterol and increase the~~ level; and ~~of dietary fiber over time. The district will use a USDA-approved menu planning approach to plan meals and afterschool snacks claimed for reimbursement.~~
   d. Meet the requirement for zero grams of trans fats.

~~4. The menu planning approach selected by the district to be used in all schools under its jurisdiction.~~

~~5.~~4. The district will use the offer versus serve option when serving NSLP lunches to all school students. Students must take at least three of five different food items including one-half cup of fruit or vegetable offered in program lunches.

~~6.~~5. The district will use the offer versus serve option when serving program breakfasts to school students. Students must take at least three of four food items, including one-half cup of fruit or vegetable offered in program breakfasts.

Use and Control of Commodity Foods

1. The district will accept and use commodity foods in as large a quantity as may be efficiently utilized in the NSLP, SBP, CACFP and SFSP.

2. The district will maintain necessary safeguards to prevent theft or spoilage of commodity foods.

3. The value of commodity foods used for any food production other than NSLP, SBP, SFSP ~~or afterschool snacks~~ shall be replaced in the food service inventory.

Accuracy of Reimbursement Claims

1. The district will claim reimbursement only for reimbursable meals ~~and afterschool snacks~~ served to eligible children.

2. All meals ~~and afterschool snacks~~ claimed for reimbursement will be counted at each dining site at a "point of service" where it can be accurately determined that the meal and snack meets of NSLP, SBP, CACFP and SFSP requirements for reimbursement.

3. The person responsible for determining if the~~reimbursability of~~ meals ~~and afterschool snacks~~ are reimbursable will be trained to recognize a reimbursable meal.

4. The district official signing the claim for reimbursement will review and analyze monthly meal ~~and afterschool snack~~ counts to ensure accuracy of the claim, before submitting the claim to ODE.

5. Annually, by November 15, the district will verify a random sample of applications according to NSLP verification requirements. Instructions for completing the verification process will be sent by ODE to the district in October each year.

Food Safety and Sanitation Inspections

1. The district will maintain necessary facilities for storing, preparing and serving food and milk.

2. Semiannually, the district will schedule food safety inspections with the county Environmental Health Department for each school or dining site under its jurisdiction.

3. The district will maintain health standards in compliance with all applicable state food safety regulations at each school or dining site under its jurisdiction.

General USDA NSLP and SBP Requirements

1. The district will ensure that no student is denied a meal as a disciplinary action.

2. Breakfast will be served in the morning hours, at or near the beginning of the student's school day.

3. Lunch will be served between the hours of 10 a.m. and 2 p.m.

4. The district will provide substitute foods for students with a disability[2] that restricts their diet when supported by a written statement from a state-licensed health care professional, who is authorized to write medical prescriptions. Substitutions will be provided only when a medical statement from the licensed health care professional is on file at the school. The medical statement must state the nature of the child's impairment so its effect on the student's diet is understood, and what must be done to accommodate the impairment. The district will not charge more than the price of the school meal, as determined by the child's eligibility status, for meals with the accommodation.

5. The district will control the sale of competitive foods.

6. The district will ensure that potable water will be available to students, free of charge for consumption in the place where meals are served during meal service.[3]

[2] To comply with Section 504 as it relates to a student's severe food allergy, such as milk, gluten, nut or soy, and including but not limited to diabetes, colitis, etc.

[3] ~~Requirement under Healthy, Hunger-Free Kids Act of 2010, 42 U.S.C. 1751 §§ 203.~~

7. The district will notify all households and appropriate staff of its meal charge requirements at ~~early in~~ the beginning of each school year, upon enrollment of a student or the transfer of a student. The meal charging requirements will be ~~[~~posted on the district website.

   Regardless of the ability to pay, a student shall be provided a reimbursable meal upon request. Parents or guardians may provide written permission to the district to withhold a meal from a student. After five meal charges the district will attempt to certify the student for free or reduced-price meals. At least two attempts to contact the student's parent or guardian for completing a meal application will be made by the district, including offering assistance filling out the application, if appropriate. Communications regarding student charges will be directed to parents or guardians, only. The district may refer delinquent meal charges to third parties for collection. Collection fees will not be charged to the parent or guardian.

8. The sale of foods in competition with the district's lunch (NSLP) or breakfast (SBP) programs will be allowed in dining sites during lunch and breakfast periods with Board~~board~~ approval only when all income from the food sales accrues to the benefit of the district's nutrition and food services or accrues to a school or student organization approved by the Board~~board~~. A copy of the Board~~board~~ minutes approving and defining competitive food sales will be made available upon request.

9. All students will be charged a la carte prices for second servings of meals or portions of meals served.

Record Keeping

The following documents will be maintained by the district for three years after the current school year or longer, in the event of an unresolved audit(s), until the audit(s) has been completed:

1. All currently approved and denied confidential applications for free and reduced-price meals~~,~~ all current direct certification documents, eligibility verification documents and school membership or enrollment lists;

2. Financial records that account for all revenues and expenditures of the district's nonprofit nutrition and food services programs, including procurement documents;

3. Records (i.e., recipes, ingredient lists and nutrition fact labels or product specifications) that document the compliance with nutrition standards for all program and competitive foods available for sale to students at a school campus;

4. Documents of participation data (i.e. meal counts) from each school in the district to support claims for reimbursement;

5. Production and menu records;

6. Records to document compliance with Paid Lunch Equity;

7. Records to document compliance with Revenue from Nonprogram Foods; and

8. Internal program monitoring documents for NSLP, SBP, SFSP, and CACFP ~~and afterschool snacks~~.

Corrected 11/16/22; Corrected 2/28/23

Code: EFD
Adopted:

Food Preparation

In keeping with public health authority guidelines, only food prepared in an inspected kitchen will be available in the district.

No foods prepared at home will be served at school parties, events or activities to students and families.

END OF POLICY

Legal Reference(s):

ORS 332.107

Corrected 11/16/22; Corrected 3/30/23

PROPOSED

Code: EGAAA
Adopted: 1/04/07
Readopted: 7/15/10
Orig. Code: EGAAA

Reproduction of All Copyrighted Materials

It is the intent of the ~~b~~Board to adhere to the provisions of the current copyright laws and congressional guidelines.

~~The board recognizes that unlawful copying and use of copyrighted materials fosters an attitude of disrespect for law which is in conflict with the educational goals of the district.~~
Infringement on copyrighted material, whether prose, poetry, graphic images, music, audiotape, video or computer-programmed materials, is a serious offense against federal law and contrary to the ethical standards required of staff and students alike.

Violations may result in criminal or civil suits.

The ~~b~~Board directs that district employees adhere to all provisions of Title 17 of the United States Code, entitled "Copyrights", and other relative federal or state legislation and guidelines related to the duplication, retention, and use of copyrighted materials.

Employees who make and/or use copies of copyrighted materials in their jobs are expected to be familiar with published provisions regarding "fair use" in public display, and are further expected to be able to provide their supervisor, upon request, the justification in accordance with current copyright laws and guidelines, for copies that have been made or used.

1. Unlawful copies of copyrighted materials may not be produced on district-owned equipment.

2. Unlawful copies of copyrighted material may not be used with district-owned equipment, within district-owned facilities, or at district-sponsored functions.

3. The legal and/or insurance protection of the district may not be extended to employees who willfully violate copyright laws.

4. A synopsis of pertinent copyright laws shall be posted in each office, workrooms, media center and computer laboratory throughout the district and information shall be provided for all employees.

If an individual questions the legality of duplicating materials, they should seek permission from the copyright holders.

Employees in violation of copyright law may be required to remunerate the district in the event of loss due to litigation and may be subject to discipline up to and including dismissal.

END OF POLICY

Legal Reference(s):

ORS 332.107

Copyrights, 17 U.S.C. §§ 101-1332; 19 C.F.R. Part 133 (2016).

Corrected 11/16/22

Code: EGAAA-AR
Revised/Reviewed: 7/15/10
Orig. Code: EGAAA; EGAAA-AR

Guidelines for the Use of Copyrighted Materials

The superintendent is responsible for the establishment of practices which will ensure compliance with the provisions of the U.S. Copyright law as they affect the district and its employees.

1. General Responsibilities

   a. The principal and/or designees will be designated with the responsibility for disseminating and interpreting copyright regulations at the building level. ~~He/She~~The principal or designee will provide employee training as needed, distribute and review district policy and administrative regulations with employees, control the approval process and maintain written records regarding permissions, response to requests and license agreements, as may be necessary.
   b. The principal will ensure that budget recommendations include appropriate funds for the purchase of multiple copies of needed software.
   c. The principal and/or designee will ensure that appropriate warning notices are posted to educate and warn individuals using district equipment of the applicable provisions of the copyright law.

      Warning notices will be posted as follows:

      (1) On or near all copiers;
      (2) On all forms used to request copying services;
      (3) On all video recorders;
      (4) On all computers;
      (5) At the library/media center or other places where interlibrary loan orders for copies of materials are accepted.

   d. The principal will ensure that building computers and computer labs are used only with proper supervision to help protect against unauthorized copying.
   e. The principal will annually inspect the library/media center and any video collections to ensure all copies are acquired and maintained in accordance with applicable provisions of the copyright law.
   f. All computer software license agreements must be signed by the business manager.
   g. The employee reproducing a copyrighted work will determine whether copying is permitted by law in accordance with district policy and administrative regulations.
   h. The employee will obtain written permission to reproduce material from the copyright holder(s) whenever copying does not fall within the "fair use" guidelines of copyright law. ~~Permission forms, as provided by the district, will be used.~~
   i. The employee using emerging technology will be responsible to ensure that the intended use of the media does not conflict with copyright law. Such technology includes, but is not limited to, digital video, ~~videodisk,~~ satellite transmission, distance learning, CDs, online databases~~CD-~~

~~ROM, on-line data bases~~ (and their downloading~~down-loading~~), informational networks and other emerging electronic information which can be manipulated into new copyrightable forms of expression.

In the absence of clearly granted rights, the employee must contact the copyright holder in writing for permission to manipulate or use these technologies in alternative ways.

Any contract provided by the distributor of such technology must be submitted to the business manager for approval.

Fair Use

2. Printed Materials

a. Permissible uses — district employees may:

(1) Make a single copy of the following for use in teaching or in preparation to teach a class:

(a) A chapter from a book;
(b) An article from a periodical or newspaper;
(c) A short story, short essay or short poem, whether or not from a collective work;
(d) A chart, graph, diagram, drawing, cartoon or picture from a book, periodical or newspaper.

(2) Make multiple copies for classroom use (not to exceed one copy per student in a course) from the following:

(a) A complete poem, if it has fewer than 250 words and does not exceed two printed pages in length;
(b) A complete article, story or essay of less than 2,500 words;
(c) Prose excerpts not to exceed 10 percent of whole or 1,000 words, whichever is less;
(d) One chart, graph, diagram, cartoon or picture per book or per issue of a periodical;
(e) An excerpt from a children's book containing up to 10 percent of the words found in the text.

b. All permitted copying must bear an appropriate reference. References should include the author, title, date and any other pertinent information.

c. Prohibited uses — district employees may not:

(1) Copy more than one work or two excerpts from a single author during one class term;
(2) Copy more than three works from a collective work or periodical volume during one class term;
(3) Copy more than nine sets of multiple copies for distribution to students in one class term;
(4) Copy to create or replace or substitute for anthologies or collective works;
(5) Copy "consumable" works, such as workbooks, exercises, standardized tests and answer sheets;
(6) Copy the same work from term to term;

(7) Copy the same material for more than one particular course being offered (may not copy every time a particular course is offered) unless permission is obtained from the copyright owner.

d. All sound recordings~~, including phonograph records, audiotapes, compact disks and laser disks,~~ will be treated under the same provisions that guide the use of print materials unless as may otherwise be excepted by regulations governing the reproduction of works for libraries/media centers.

3. Sheet and Recorded Music

a. Permissible uses — district employees may:

(1) Make emergency copies to replace purchased copies which for any reason are not available for an imminent performance provided purchased replacement copies will be substituted in due course;
(2) Make, for academic purposes other than performance, multiple copies (one per student) of excerpts not constituting an entire performance unit such as a section, movement or aria, but in any case no more than 10 percent of the whole work;
(3) Make, for academic purposes other than performance, a single copy of an entire performable unit such as a section, movement or aria if confirmed by the copyright holder to be out of print or the "unit" is unavailable except in a larger work. The copy may be made solely for the purpose of scholarly research or in preparation to teach a class;
(4) Edit or simplify printed copies which have been purchased provided that the fundamental character of the work is not distorted or the lyrics, if any, altered or lyrics added if none exist;
(5) Copy complete works which are out of print or unavailable except in large works and used for teaching purposes;
(6) Make a single copy of a recorded performance by students to be retained by the school or individual teacher for evaluation or rehearsal purposes;
(7) Make a single copy of a sound recording~~, such as a tape, disk or cassette,~~ of copyrighted music owned by the school or an individual teacher for constructing aural exercises or examinations and retained for the same purposes.

b. Prohibited uses — district employees may not:

(1) Copy to create or replace or substitute for anthologies, compilations or collective works;
(2) Copy works intended to be "consumable," such as workbooks, exercises, standardized tests and answer sheets;
(3) Copy for the purpose of performance, except as noted above (a. (1)) in emergencies;
(4) Copy to substitute for purchase of music except as noted above (a. (1), (2) and (3));
(5) Copy without inclusion of the copyright notice on the copy.

4. Television Off-the-Air Recording~~Taping~~

a. Permissible uses — district employees may:

(1) Record a broadcast program off-air simultaneously with the broadcast transmission, including simultaneous cable or satellite retransmission, and retain the recording for a

period not to exceed the first 45 consecutive calendar days after the date of the recording.

A limited number of copies may be reproduced from each off-air recording to meet the legitimate needs of teachers. Each additional copy will be subject to all provisions governing the original recording.

Unless authorized by the library/media center supervisor, at the conclusion of the retention period, all off-air recordings shall be erased or destroyed immediately.

The library/media center~~Individuals who wish to retain programs beyond the 45-day period need to complete and return the preview portion of the Request for Off-Air Video Taping form to the library/media supervisor for each program videotaped. The library/media~~ supervisor will coordinate requests for permission to use or retain copyrighted television programs beyond the 45-day[1] retention period.

(2) Retain recordings~~videotapes~~ of commercial programs only with written approval of appropriate copyright holders;
(3) Use off-air recordings once for each class in the course of relevant teaching activities and repeat once only when instructional reinforcement is necessary and only within the first 10 consecutive school days of the 45-~~consecutive calendar~~ day retention period;
(4) Use off-air recordings for evaluation purposes only, after the first 10 consecutive school days up to the end of the 45-~~consecutive calendar~~ day retention period. Evaluation purposes may include use to determine whether or not to include the broadcast program in the teaching curriculum;
(5) Use off-air recordings made from a satellite dish if they conform to the 45-~~consecutive calendar~~ day retention period established for broadcast or cable programming and are not subscription channels;
(6) Use copies of off-air recordings, as stipulated in these guidelines, only if the copies include the copyright notice on the broadcast program;
(7) Request that a library/media center record and retain for research purposes commercial television news programs from local, regional or national networks; interviews concerning current events; and on-the-spot coverage of news events. Documentary, magazine-format and public affairs broadcasts~~, however,~~ are not included in the definition of daily newscasts of major events of the day.

Requests for retention of programs recorded off-air will be directed to the producers of those programs directly through the network (not affiliate).

b. Prohibited uses — district employees may not:

(1) Record~~Tape~~ off-air programs in anticipation of an educator's requests;
(2) Request that a broadcast program be recorded off-air more than once for the same educator, regardless of the number of times the program may be broadcast;
(3) Use the recording for instruction after 45 ~~consecutive calendar~~ days;
(4) Hold the recording for weeks or indefinitely because:

[1] Means 45 consecutive calendar days.

(a) Units needing the program concepts are not taught within the 45-day use period;
(b) An interruption or technical problems delayed its use; or
(c) Another teacher wishes to use it, or any other supposedly "legitimate" educational reason.

(5) Record programs off-air without written permission from the author/producer/distributor when a special notice is provided specifically prohibiting reproduction of any kind;
(6) Alter off-air programs from their original content. Broadcast recordings may not be physically or electronically combined or merged to constitute teaching anthologies or derivative works.

Off-air recordings, however, need not be used in their entirety.

(7) Exchange program(s) with schools in the district or other school districts without the approval of the library/media center supervisor.

Programs will be used for the specific curriculum application for which the request was intended. No other curriculum application is authorized.

(8) Use the recording for public or commercial viewing;
(9) Copy or use subscription programs transmitted via subscription television cable services, such as HBO or Showtime. Such programs are licensed for private home use only and cannot be used in public schools.

"Pay" programs received via satellite dish are also subject to these prohibitions.

5. Rental, Purchase and Use of Video Recordings/CDs/DVDs~~Videotapes~~

a. Permissible uses — district employees may:

(1) Use purchased or rented video recordings/CDs/DVDs~~videotapes~~ such as feature films as part of a systematic course of instruction, in accordance with district policy. Such use shall be for direct instruction and must take place in a classroom or similar area devoted to instruction;
(2) Use only rented lawfully-made video recordings/CDs/DVDs~~videotapes~~;
(3) Arrange for the local school to transmit videotapes/CDs/DVDs over their closed circuit television systems for direct instruction;
(4) Use off-air video recordings~~videotapes~~ made at home for classroom instruction and only in accordance with television off-air guidelines and district policy.

b. Prohibited uses — district employees may not:

(1) Use rented or purchased recordings/CDs/DVDs~~videotapes~~ where a written contract specifically prohibits such use in the classroom or direct teaching situation;
(2) Use rented or purchased video recordings/CDs/DVDs~~videotapes~~ such as feature films for assemblies, fund raising, entertainment or other applications outside the scope of direct instruction without public performance rights.

6. Computer Software

a. Permissible uses — district employees may:

(1) Make a copy of an original computer program for the purpose of maintaining the availability of the program should it be damaged during use. Either the copy or the original may be retained in archives. Only one, either the original or the copy, may be used at any one time;
(2) Make a copy of a program as an essential step in using the computer program as long as it is used in conjunction with the machine and in no other manner;
(3) Make a new copy from the archival program in the event that the program in use is damaged or destroyed;
(4) Use a purchased program sent from a manufacturer labeled "archival" simultaneously with the original copy of the program provided its use is permitted (not excluded) by the terms of the sales agreement;
(5) Make an archival copy of a rightfully-owned disk that is labeled "archival" by the software manufacturer;
(6) Load a software program from a single disk into a distribution network or to individual stand-alone computers for simultaneous use when the distribution network is only accessible to the owner-user if not otherwise prohibited by terms of a sales agreement;
(7) Adapt a copyrighted program from one language to another for which it is not commercially available or add features to a program to better meet local needs.

b. Prohibited uses — district employees may not:

(1) Load the contents of one disk or download a program or software into multiple computers at the same time in the absence of a license permitting the user to do so;
(2) Load the contents of one disk or download a program or software into local network or disk-sharing systems in the absence of a license permitting the user to do so;
(3) Make or use illegal copies of copyrighted programs on district equipment;
(4) Allow any student to surreptitiously or illegally duplicate computer software or access any data base or electronic bulletin board;
(5) Make copies of software provided by a software publisher for preview or approval;
(6) Make multiple copies of copyrighted software (or a locally produced adaptation or modification) even for use within the school or district;
(7) Make replacement copies from an archival or back-up copy;
(8) Make copies of copyrighted software (or a locally-produced adaptation or modification) to be sold, leased, loaned, transmitted or even given away to other users;
(9) Make multiple copies of the printed documentation that accompanies copyrighted software.

c. With permission from the copyright holder, prohibitions may be significantly modified or removed altogether.

7. Reproduction of Works for Libraries/Media Centers

a. Permissible uses — district employees may:

(1) Arrange for interlibrary loans of photocopies of works requested by users, provided that copying is not done to substitute for a subscription to or purchase of a work;

(2) Make for a requesting entity, within any calendar year, five copies of any article or articles published in a given periodical within the last five years prior to the date of the request for the material;
(3) Make single copies of articles or sound recordings or excerpts of longer works for a student making a request, provided the material becomes the property of the student for private study, scholarship or research;
(4) Make a copy of an unpublished work for purposes of preservation, of a published work to replace a damaged copy of an out-of-print work that cannot be obtained at a fair price;
(5) Make off-the-air recordings of daily television news broadcasts for limited distribution to researchers and scholars for research purposes;
(6) Make one copy of a musical work, pictorial, graphic, sculptural work, motion picture or other audiovisual work if the current copy owned by the library/media center is damaged, deteriorated, lost or stolen; and it has been determined that an unused copy cannot be obtained at a fair price.

b. Prohibited uses — district employees may not:

(1) Make copies for students if there is reason to suspect that the students have been instructed to obtain copies individually;
(2) Copy without including a notice of copyright on the reproduced material.

8. Performances

a. Permissible uses — district employees must:

(1) Contact the copyright holder in writing for permission whenever copyrighted works such as plays and musical numbers are to be performed.

This is particularly important if admission is to be charged or recordings of the performance are to be sold.

NOTICES

Text of warning notice to be posted on or near copiers. It is recommended that type be at least 18 points in size:

NOTICE:

THE COPYRIGHT LAW OF THE UNITED STATES (TITLE 17 U.S. CODE) GOVERNS THE MAKING OF PHOTOCOPIES OR OTHER REPRODUCTIONS OF COPYRIGHTED MATERIAL. THE PERSON USING THIS EQUIPMENT IS LIABLE FOR ANY INFRINGEMENT.

Text of warning notice to be displayed at places where orders for copies of materials are accepted by libraries/media centers or archives. Type must be at least 18 points in size; the notice printed on heavy paper or other durable material and displayed prominently within the immediate vicinity of the place where orders are accepted.

The warning is also required on any form that is used to request copying service. There are no specific requirements for type size on request forms.

NOTICE WARNING CONCERNING COPYRIGHT RESTRICTIONS

THE COPYRIGHT LAW OF THE UNITED STATES (TITLE 17, UNITED STATES CODE) GOVERNS THE MAKING OF PHOTOCOPIES OR OTHER REPRODUCTIONS OF COPYRIGHTED MATERIAL.

UNDER CERTAIN CONDITIONS SPECIFIED IN THE LAW, LIBRARIES AND ARCHIVES ARE AUTHORIZED TO FURNISH A PHOTOCOPY OR OTHER REPRODUCTION. ONE OF THESE SPECIFIC CONDITIONS IS THAT THE PHOTOCOPY OR REPRODUCTION IS NOT TO BE "USED FOR ANY PURPOSE OTHER THAN PRIVATE STUDY, SCHOLARSHIP OR RESEARCH." IF A USER MAKES A REQUEST FOR, OR LATER USES, A PHOTOCOPY OR REPRODUCTION FOR PURPOSES IN EXCESS OF "FAIR USE," THAT USER MAY BE LIABLE FOR COPYRIGHT INFRINGEMENT.

THIS INSTITUTION RESERVES THE RIGHT TO REFUSE TO ACCEPT A COPYING ORDER IF, IN ITS JUDGMENT, FULFILLMENT OF THE ORDER WOULD INVOLVE VIOLATION OF COPYRIGHT LAW.

Text of warning notice to be affixed to video recorders and computers. (There is no specific requirement for type size.):

NOTICE:

MANY ~~VIDEOTAPED~~ VIDEO RECORDED MATERIALS AND COMPUTER PROGRAMS ARE PROTECTED BY COPYRIGHT (TITLE 17 U.S. CODE). UNAUTHORIZED COPYING MAY BE PROHIBITED BY LAW.

Text of warning notice to be affixed to package containing the copy of a computer program subject to loan. The notice must be printed in such a manner as to be clearly legible, prominently displayed and durably attached to the copies or to a box, reel, cartridge, cassette, disc, CD, DVD or other container used as a permanent receptacle for the copy of the computer program:

WARNING: THIS COMPUTER PROGRAM IS PROTECTED UNDER THE COPYRIGHT LAW. MAKING A COPY OF THIS PROGRAM WITHOUT PERMISSION OF THE COPYRIGHT OWNER IS PROHIBITED. ANYONE COPYING THIS PROGRAM WITHOUT PERMISSION OF THE COPYRIGHT OWNER MAY BE SUBJECT TO PAYMENT OF $150,000 OR MORE IN DAMAGES AND, IN SOME CASES, IMPRISONMENT FOR ONE YEAR OR MORE.

Request Number
(Office use only)

REQUEST FOR OFF-AIR VIDEO TAPING

I, the undersigned, having requested the (District) to videotape the following program(s) within the parameters of the policy set forth by the board, _____(Date)_____, am aware of said policy, have reviewed district policy and administrative regulations and agree to accept responsibility for the use and erasure of this material to prevent any infringement of copyright law in lieu of expressed written approval of the copyright proprietor.

Title of Program to be Copied: _____

Date of Program: _____ Date Program is Needed: _____

Time of Program: _____ Station or Channel: _____

Length of Program: _____

Special Instructions: _____

_____

Requestor's Name: _____ Location: _____
(please print)

Signature: _____ Department: _____

PREVIEW AND EVALUATION

_____ Yes _____ No Do you want the videotape of this program retained until information regarding the sale, lease, free loan or rental of this material is obtained?

INSTRUCTIONAL QUALITY (circle the appropriate number on the rating scale below)

Criteria	Suggested Guidelines for Rating Scale						
Instructional Design	Well-organized, content-load appropriate, maturity level consistent with the content.	5	4	3	2	1	0
Content	Accurate, authentic, current, thorough, relevant.	5	4	3	2	1	0
Curriculum Match	Supports what is commonly taught in this subject at this grade level.	5	4	3	2	1	0
Interest	Supports or enhances communication of content.	5	4	3	2	1	0
5=Exemplary 4=Desirable (very good) 3=Desirable (good) 2=Fair 1=Poor 0=Unacceptable							
OVERALL (AVERAGE) RATING OF QUALITY:							

_____ □ Yes (High Priority) □ Yes (Low Priority) □ No Do you recommend acquisition of this program?

SENSITIVE CONTENT

□ Yes □ No Is nudity, excessive violence, glamorization of drugs/dangerous substances, profanity and/or a sexual nature present in this program? **IF YES**, please verify by circling the topics present.

ADDITIONAL INFORMATION

Subject Area(s) _____ Grade Level _____ Ability Level _____

_____ Yes _____ No Previewed?

_____ Yes _____ No _____ Uncertain Do presently owned materials adequately cover the subject area?

OVERALL EVALUATION (SUMMARY, USE, ETC.) **AND/OR** REASONS FOR REQUESTING RETENTION OF THIS TAPE:

_____
_____
_____
_____
_____

VIDEOTAPE STATUS - OFFICE USE ONLY Date: _____

_____ AVAILABLE: Format: □ 16mm □ 3/4" □ 1/2" □ VHS □ Other (Specify)_____
Price: _____

_____ May be retained indefinitely
_____ May be kept on an indefinite basis pending updated information on the program's future availability
_____ May be kept permanently on a licensed basis _____ Must be erased immediately

SAMPLE LETTER:
REQUEST FOR PERMISSION TO COPY

Author, Publisher or Distributor **Date**: _____

Permission Department

I am requesting permission to copy and use:

Title: _____ Author/Editor: _____

Year published: _____ Number of copies: _____

Will copies be sold? (Circle) **YES NO**

Description of materials to be copied (Photocopy enclosed): _____

Intended use of materials: _____

Type of reproduction: _____

A self-addressed, stamped envelope is enclosed for your convenience in replying to this request. Should you be unable to authorize this request, please forward this letter to the proper person/agency.

Sincerely,

Permission granted: _____ Date: _____

Conditions (if any): _____

SAMPLE PRODUCER INQUIRY LETTER: REQUEST FOR INFORMATION OF AGENCY HOLDING RIGHTS TO A TV BROADCAST AND PERMISSION TO RETAIN PROGRAM IF IT IS NOT FOR SALE, RENT OR LEASE.

Network Address (ABC, NBC, CBS - not affiliate) Date: __
Permission Department

I am requesting information on the availability and retention of the following program:

Title: _____ Air date: _____

Can a copy of this program be retained for classroom use? (Circle) YES NO

Is this program available for sale? (Circle) YES NO

If Yes, specify agency distributing this program: _____

Specify format: _____ Cost (if known): _____

Enclosed is a self-addressed, stamped envelope for your convenience in replying to this request. Should you be unable to authorize this request, or provide the above information, please forward this letter to the proper person/agency.

Sincerely,

Permission to retain off-air copy on a free basis: _____ Date: _____

Conditions (if any): _____

Corrected 11/16/22

Code: EGAB
Adopted: 1/04/07
Readopted: 7/15/10
Orig. Code: EGAB

Mail and Delivery Services

(This is an internal procedure; does not rise to board policy.)

The interschool mail service is established for school-related purposes. It provides a central mailing service to expedite the distribution of materials and professional communications among schools and staff members.

To avoid overburdening the service, employees may not be allowed to use interschool mail for the delivery of personal letters, notes and materials to other employees.

The recognized collective bargaining units will be permitted to use the service in accordance with the terms of their contracts and board policy on the use of district facilities.

Bulk Rate Permit Use

The district bulk rate permit shall be used only by the district. It shall not be used by any group even though that group is an unofficial adjunct to the school system, such as a student organization or parent support group.

END OF POLICY

Legal Reference(s):

ORS 332.107

Perry Educ. Ass'n v. Perry Local Educator's Ass'n, 460 U.S. 37 (1983).
Univ. of Cal. v. Pub. Emp. Rel. Bd., 485 U.S. 589 (1988).

Corrected 11/16/22

Code: EGACA
Adopted: 7/15/10
Revised/Readopted: 6/14/17
Orig. Code: EGACA

Cell Phones

The Boardboard recognizes that the use of cell phones may be appropriate to provide for the effective and efficient operation of the district, and to help ensure safety and security of district property, staff and others while on district property or engaged in district-sponsored activities. To this end, the Boardboard authorizes the purchase and employee use of cell phones, as deemed appropriate by the superintendent or designee.

Employees do not have any expectations of privacy with district-owned cell phones or any information stored on them; the phone may be confiscated and searched at any time. Employee use of a district-owned cell phone shall not violate Oregon's ethics laws.

If an employee's cell phone purchase is reimbursed by the district, or the employee is provided a stipend to purchase a Use of a personal cell phone for district business , all phone records, text messages, emails to and from the cell phone, and other communications made with the cell phone may be subject to public records law.

Employees shall not use cell phones, whether district-owned or personally-owned, for non-district-related business while attending to and/or performing their job responsibilities, other than as identified in policy administrative regulation EGACA-AR - Cell Phones Procedure.

District-owned cell phones shall be used for authorized district business purposes, consistent with the district's mission and goals. Personal use of such equipment is prohibited except in emergency situations. Any expenses incurred for such personal use shall be reimbursed to the district.

Use of cell phones in violation of Boardboard policies, administrative regulations and/or state and federal laws will result in discipline up to and including dismissal and/or referral to Oregon Government Ethics Commission and law enforcement officials, as appropriate.

The superintendent or designee is directed to develop administrative regulations for the implementation of this policy, including a uniform and controlled system for identifying employee cell phone needs, monitoring use and reimbursement. Provisions may also be included for staff use of privately-owned cell phones for authorized district business.

END OF POLICY

Legal Reference(s):

ORS 244.010 ORS 244.020(15) ORS 244.040(1)(a)

ORS 244.120 ORS 332.105 ORS 332.107

Davidson v. Or. Gov't Ethics Comm'n, 300 Or. 415 (1985)
OR. GOV'T STANDARDS AND PRACTICES COMM'N, ADVISORY OPINIONS 02S-020 (Aug. 2, 2002), 02A-1008 (July 12, 2002), 01A-1004 (June 1, 2001) and 98A-1003 (July 9, 1998).

Corrected 11/16/22

Code: EGACA-AR
Revised/Reviewed: 11/18/08; 7/15/10; 6/14/17
Orig. Code: EGACA-AR

Cell Phones Procedure

~~Either~~ A district provided ~~cell phones or a~~ stipend for ~~individually~~ personally owned cell phones used for district business may be appropriate.

Administrators

Administrators will receive a stipend to defray the cost of using their personal cell phones for district business. The monthly amount shall be determined by the ~~administrator~~ related contract and/or agreement.

Staff

Other employees with limited, but required cell phone use for their job may ask to be considered for a cell phone stipend. The decision to provide a stipend shall be made by the department directors ~~of the human resources and business services offices~~, based on information supplied by the employee and their supervisor. If granted, the stipend ~~shall be no greater than $25 per month,~~ will be established by the district ~~during the employee's district work schedule~~.

Cell phone use costs beyond the stipend shall be at the employee's expense. The criteria for a district provided phone includes:

1. A job where a phone is essential to effective performance of assigned duties.

2. Safety or security.

Employees whose cell phone use for district business is rare shall not receive ~~neither~~ a stipend ~~nor a district cell phone~~. Some costs, when appropriate, may be recouped through district reimbursement procedures (i.e., while on out of town business for the district).

All cell phone stipends, outside of contractual obligations, shall be reviewed annually to determine if the stipend shall continue.

Responsibilities

~~Human resources and business services shall be responsible for maintaining and updating this procedure.~~

~~Business office shall be responsible for providing district cell phones and maintaining phone plans meeting district needs.~~

Employees ~~provided a~~using a personal phone for district business ~~phone shall comply with Oregon Government Ethics Commission practices, rules and guidelines and~~ may be subject to public records

requests. ~~Personal telephone calls shall be brief and infrequent. Such personal calls are to be for the purpose of managing personal matters that can only be accomplished during regular working hours, such as calls to medical care providers, service technicians, emergency situations or to a child's school. All calls in excess of the allotted monthly minutes shall be charged to the employee.~~

Cell phones, if necessary, should ~~not~~ be used ~~by district employees~~in accordance with Oregon's cell phone and texting law while driving and performing district business and should not be used ~~or~~ while operating dangerous equipment. Personal use of any phone should not occur during work hours, with the exception of ~~true~~ emergencies.

Corrected 11/16/22

Code: EH
Adopted:

Records and Data Management

The superintendent will provide for the preparation, maintenance and retention of records and reports as are required by law.

If a record is a public record then it may be subject to retention requirements based on the content of the message. Records shall not be destroyed if they have been requested under the Public Records Law or if they are part of litigation, even if their retention period has expired.

Employees will retain and destroy records in accordance with the Oregon Archives Division records retention schedule. Employees should consult the retention schedule to determine the retention period of the record.

The district's retention system is to retain records that are part of the network and email system.

The district will comply with all state and federal laws and regulations concerning the custody and maintenance of public records.

"Retention schedule" means a general schedule published by the State Archivist in Oregon Administrative Rule (OAR) Chapter 166 in which certain common public records are described or listed by title and a minimum retention period is established for each.

END OF POLICY

Legal Reference(s):

ORS 192.001 - 192.431
ORS 192.650
ORS 326.565 – 326.580
ORS 336.184 – 336.187

OAR 166-400-0010 - 166-400-0065
OAR 581-015-2300
OAR 581-022-2260

OAR 581-022-2305
OAR 581-023-0006
OAR 581-053-0070

Corrected 11/16/22

Code: EH-AR
Revised/Reviewed:

Records and Data Management

Employee Responsibilities

1. Employees will evaluate the content and purpose of each record to determine which retention schedule requirement defines the record's required retention period.

2. It is recommended that employees retain only the final message in a communication string that documents the contents of all previous communications. This is preferable to retaining each individual message, containing duplicate content.

3. Employees shall retain records, e.g., documents or email, that have not fulfilled the legally-mandated retention period.

4. Employees will organize their records so they can be located and used.

5. Employees will promptly dispose of transitory, non-public record and personal records from the network and email system.

6. Employees are responsible for ensuring that records that are public records are properly archived prior to any district system auto clean-up schedules.

State School District Retention

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PROPOSED

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PROPOSED

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Oregon Student Record
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Corrected 11/16/22

PROPOSED

Code: EHA
Adopted: 6/11/09
Revised/Readopted: 7/15/10
Orig. Code: EHA

Health Insurance Portability and Accountability Act

The Board~~board~~ has determined that it meets the definition of a hybrid of covered entities[1] under the Health Insurance Portability and Accountability Act (HIPAA). As the district offers health-care provider programs and services that include electronic billing for the reimbursement of services under Oregon Medicaid programs, or contracts with another entity to provide such services, it is subject to HIPAA.

As a covered entity, the district will meet the national electronic transaction standards and applicable requirements of federal law. In all electronic transactions involving student education records information, the district will adhere to the confidentiality requirements of the Family Educational Rights and Privacy Act (FERPA).

The superintendent will ensure that training is provided to appropriate staff with access to, and responsibility for, electronic transactions of student education record~~records~~ information as required by HIPAA. Notice will be provided to students and parents of their rights pertaining to the disclosure of personally identifiable information, complaint procedures and the district official to contact in the event of questions, as provided in established student education record~~records~~ related Board~~board~~ policies and administrative regulations.

END OF POLICY

Legal Reference(s):

ORS 332.107

Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d to -1320d-8 (2012); 45 C.F.R. Parts 160, 164 (2016).
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 (2016).

Corrected 11/16/22

[1] A "covered entity" is an entity subject to HIPAA. These include those entities defined under the Act as a health plan, health-care clearinghouse, health-care provider or a hybrid entity. A hybrid of covered entities is a single legal entity that is a covered entity and whose covered functions are not its primary function. Self-insured health plans and Internal Revenue Service Section 125 plans with 50 or more participants operated or maintained by public schools entities are covered health plans for HIPAA privacy rule purposes. Similarly, any provider of services, a provider of medical or health services as defined in section 1861 of the Act (~~,~~ 42 U.S.C. § 1395X(s)),~~)(5),~~ and any person or organization who furnishes, bills or is paid for health care in the normal course as defined by 45 C.F.R. § 160.103 is also subject to HIPAA requirements as a health-care provider. District's should review their programs and services with their legal counsel in determining HIPAA applicability.

Code: EIA
Adopted: 1/04/07
Revised/Readopted: 7/15/10; 6/14/17
Orig. Code: EIA

Insurance Coverage

~~District insurance coverage shall be written by a company that meets industry standards with a rating of not less than Best's Key Rating of Excellent (A, A-). The director of business services will select a company with a financial size category adequate to ensure surplus resources to protect the district's assets.~~

Insurance may ~~also~~ be written by any fully insured, partially insured or self-insured pool that is able to demonstrate satisfactory financial stability as determined by Oregon law~~industry standards~~.

Blanket building and equipment insurance will cover replacement costs with an agreed amount endorsement and with a deductible determined by the director of business services to provide the lowest possible premium costs consistent with adequate protection from unanticipated expenditures.

General and personal liability insurance will cover district Board~~board~~ members and employees only while acting in their official capacity.

Errors and omissions and tort liability endorsements will be carried.

The district will provide liability coverage for all district-owned or leased vehicles.

The district will establish and provide the opportunity for students to purchase student accident insurance.

The district will not be liable for theft and damage of personal property of students that is not a requirement for attendance or participation. Additionally, the district will not be liable for theft and damage of personal property of staff.

During its organizational meeting in July, the ~~b~~Board will appoint an insurance agent of record for the district.

END OF POLICY

Legal Reference(s):

ORS 30.260 to -30.300
ORS 278.005 to -278.215
ORS 332.435
ORS 332.437

Corrected 11/16/22

Reynolds School District

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The following symbol is used on some policies:

** As used in this policy, the term parent includes legal guardian or person in a parental relationship. The status and duties of a legal guardian are defined in ORS 125.005(4) and 125.300-125.325. The determination of whether an individual is acting in a parental relationship, for purposes of determining residency, depends on the evaluation of the factors listed in ORS 419B.373. The determination for other purposes depends on evaluation of those factors and a power of attorney executed pursuant to ORS 109.056. For special education students, parent also includes a surrogate parent, an adult student to whom rights have transferred and foster parent as defined in OAR 581-015-2000.

Code: FA
Adopted: 4/04/07
Readopted: 7/15/10
Orig. Code: FA

Facilities Development Goals

To provide and maintain facilities that offer the best possible physical environment for learning and working, the board, in consultation with the superintendent and in consideration of the input from staff, parents and the community, aims specifically to:

1. Provide buildings and renovations that will accommodate and facilitate those new organizational and instructional patterns that support the district's educational philosophy and instructional goals;

2. Meet all safety requirements through the remodeling of older structures;

3. Provide building renovations as needed to meet state and federal requirements on the accessibility and usability of facilities to persons with disabilities;

4. Plan building design, construction and renovation that will allow low maintenance costs and the conservation of energy.

END OF POLICY

Legal Reference(s):

ORS 332.107
ORS 332.155

OAR 437-001-0760
OAR 437-002-0020 to -0075
OAR 581-022-1530

Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629 (2006); Asbestos Hazard Emergency Response Act of 1986, 15 U.S.C. §§ 2641-2656 (2006).
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2006); 28 C.F.R. Part 35 (2006).

Corrected 11/16/22

Code: FB
Adopted: 7/15/10
Orig. Code: FB

Facilities Planning

The Board will gather and analyze appropriate data to evaluate the district's facilities needs on a long-range basis. Such data will include, but not be limited to, enrollment projections, anticipated changes in the instructional program, analysis of community building plans, analysis of sites and evaluation of present facilities.

END OF POLICY

Legal Reference(s):

ORS 195.110
ORS 197.295 to -197.314
ORS 332.155
OAR 581-022-2345

Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629 (2012); Asbestos Hazard Emergency Response Act of 1986, 15 U.S.C. §§ 2641-2656 (2012).

Corrected 11/16/22

Code: FC
Adopted: 1/04/07
Readopted: 7/15/10
Orig. Code: FC

Capital Construction Program

The ~~b~~Board may submit to district voters the question of contracting bonded indebtedness ~~following advisory committee review of building needs and development of long-term capital construction and improvement plans for the district~~ to build or renovate school buildings or to purchase school sites.

The ~~b~~Board will appoint a finance committee to recommend efficient and cost effective financing options to meet district funding needs.

The finance committee may consist of ~~b~~Board members, the superintendent, deputy clerk, district's attorney, bond counsel, financial advisor, underwriter, bond registrar/paying agent and others as deemed appropriate by the B~~b~~oard.

Following consultation with the finance committee, the ~~b~~Board may adopt a resolution authorizing the election and ballot title.

Bonded indebtedness may be approved for ~~such~~ purposes such as:

1. Acquiring, construction, reconstruction, improving, repairing, equipping or furnishing (as allowed by Oregon law) a school building or school buildings or additions;

2. Funding or refunding the removal or containment of asbestos or other toxic/contaminated materials in school buildings and for repairs made necessary for removal or containment;

3. Acquiring or improving district property;

4. Funding or refunding outstanding indebtedness; and

5. Providing for the payment of debt.

Specific needs will be communicated to the public. District funds may be used to provide pertinent informational material to the public concerning the proposed bond election. Materials may include, but not be limited to, estimated costs to the taxpayer to retire proposed bonds, current bonded indebtedness and the proposed use of funds. Informational material shall not be used to advocate "yes" votes on bond issues.

Following voter approval, bonds will be advertised appropriately. The date of issue will be coordinated with tax collection dates or as close as practicable, payment on bonds already outstanding and favorable market conditions. Disposition of bonds may be accomplished by public sale on a competitive bid or negotiated basis, as determined by the ~~b~~Board. Specific structuring options will be based on the advice of financial counsel and applicable statutes.

The ~~b~~Board will receive periodic reports on expenditures made from the capital projects fund as compared with original appropriations. Interest generated from the investment of bond proceeds in excess of the anticipated project costs may be used for additional capital project expenditures as approved by the ~~b~~Board.

The district will comply with all Oregon Revised Statutes and Oregon Administrative Rules regarding bonded indebtedness. ~~The superintendent or designee will develop additional procedures as necessary to meet the requirements of this policy.~~

END OF POLICY

Legal Reference(s):

ORS 195.110
ORS 197.295 to -197.314
ORS Chapter 255
ORS Chapter 294
ORS 328.205
ORS 328.542 to -328.565
ORS 332.155

Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629 (2012); Asbestos Hazard Emergency Response Act of 1986, 15 U.S.C. §§ 2641-2656 (2012).
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2006); 28 C.F.R. Part 35 (2006). Americans with Disabilities Act Amendments Act of 2008.

Corrected 11/16/22

Code: FEA
Adopted: 7/15/10
Orig. Code: FEA

Capital Improvement - Educational Program

To ensure all new and remodeled facilities are designed to best implement the educational program, the superintendent will provide for detailed educational specifications prior to design and construction of new buildings or renovation of existing buildings. These specifications will include descriptions of:

1. All activities that will take place in the building;

2. The curriculum to be housed in the building;

3. Specific architectural characteristics desired;

4. The facilities needed, equipment requirements as provided by law, space relationships to other facility elements and ready accessibility and usability by persons with disabilities;

5. Integration of technology to strengthen a student's learning experience;

6. Pertinent budget and other governing factors.

The preparation of educational specifications serves a two-fold purpose:

1. To encourage staff and community input on the needs, desires and objectives of the educational program to be conducted within the proposed new building; and

2. To organize this information in a manner that can be easily and clearly interpreted by an architect.

The Board, superintendent, staff, student and citizen representatives and the architect should be involved in developing educational specifications. Consultants may be used when deemed necessary by the superintendent and the Board.

END OF POLICY

Legal Reference(s):

ORS 195.110
ORS 197.295 to -197.314
ORS 332.107
ORS 332.155
OAR 581-022-2345

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2006); 28 C.F.R. Part 35 (2006). Americans with Disabilities Act Amendments Act of 2008.

Corrected 11/16/22

Code: FEB
Adopted: 7/15/10
Orig. Code: FEB

Selection of Architect

(See policy DJC and its AR)
The board will employ a licensed architect to design the plans of each proposed building, building addition or extensive renovation.

In selecting architects, the following criteria shall include, but not be limited to:

1. Experience in school construction;

2. Evidence of relevant experience in the design and construction of facilities that provide appropriate accessibility and usability for persons with disabilities;

3. Creative design ability;

4. Technical knowledge to control the design so the best results are obtained for the smallest amount of money;

5. Executive and business ability to oversee the proper performance of contracts;

6. Proven ability in all major phases of planning and construction: predesign planning, schematic design, design development, bidding, construction;

7. Ability and temperament to work cooperatively with others, willingness to consult with staff on educational specifications;

8. Extent and experience of architectural staff in relation to the scope of the planned project.

The architect will be selected by the board on the basis of the above criteria and will be employed under contract.

END OF POLICY

Legal Reference(s):

ORS Chapters 279A, 279B and 279C ORS 455.642
ORS 332.107

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2006); 28 C.F.R. Part 35 (2006).

Corrected 11/16/22

Code: FECBA
Adopted: 7/15/10
Orig. Code: FECBA

Energy-Conserving Construction

The Board recognizes the importance and need for energy conservation in the construction of new school facilities.

Proposed construction and renovation projects that contain the most efficient energy-saving plans within an acceptable budget will have high priority. Energy-saving designs will be documented in the architectural evaluation and will comply with educational specifications and cost control checklists as determined by the Board.

A continuous study of energy problems and energy sources will be maintained for future planning.

END OF POLICY

Legal Reference(s):

ORS 332.107
ORS 332.155

Corrected 11/16/22

Code: FEF/FEFB
Adopted: 1/04/07
Readopted: 7/15/10
Orig. Code: FEF/FEFB

Construction Contracts - Bidding and Awards

(See policy DJC and its AR)

The board or its designee may serve as its own contract review board.

The board will advertise and award contracts for construction or renovation of facilities according to the provisions of state law. Pre-qualification of bidders may be required by the district.

Contractors shall be registered as required by Oregon law.

For every contract for which a bond is required, a bond with good and sufficient sureties will be required of the contractor. The purpose of the bond is to assure:

1. The obligations of the contract are faithfully performed;

2. Payment is promptly made to all persons supplying labor or materials to the contractor or subcontractor for the work provided in the contract;

3. All contributions for workers' compensation and unemployment insurance are made promptly;

4. All sums required to be deducted and retained from the contractor's and subcontractor's employees' wages are paid.

END OF POLICY

Legal Reference(s):

ORS Chapters 279A, 279B and 279C

Corrected 11/16/22

Code: FEFA
Adopted: 1/04/07
Readopted: 7/15/10
Orig. Code: FEFA

Authority to Approve Contract Change Orders

The board recognizes certain unique conditions are created during the course of construction or modification of equipment in district-owned or constructed facilities that at times requires the exercise of judgment on the part of the superintendent.

Recognizing that unique conditions exist in many contracted construction projects, the board authorizes the superintendent or his/her designee to approve/disapprove change orders when one or more of the following conditions exist:

1. Time is of the essence; waiting for board action on the change order at its next regularly scheduled meeting would cause a delay in a construction or maintenance project or in the receipt of services or material;

2. The requested change order has minimal effect on the overall scope or design of the project;

3. The requested change would result in a credit, no additional cost or an increase no greater than $25,000, in cost that would not exceed the total amount of the project budget;

4. Contract amendments, change order and extra work would be within guidelines as set by Oregon Revised Statutes ORS Chapter 279 and Oregon Administrative Rules OAR 125-310-0010.

All actions on change orders approved by the superintendent or his/her designee as authorized under this policy shall be reviewed by the board at its next regularly scheduled meeting following the date of action.

END OF POLICY

Legal Reference(s):

ORS Chapters 279A, 279B, and 279C ORS 332.075

Corrected 11/16/22

Code: FF
Adopted: 1/04/07
Readopted: 7/15/10
Orig. Code: FF

Naming ~~New~~ Facilities

Schools are often named after cities, landmarks, special events~~, great citizens~~ and ~~individuals~~ others who have made significant contributions to the schools and youth of the community. Because the number of potential names far exceeds the facilities available, the Board will in each case establish procedures to be followed.

If the ~~b~~Board approves naming the facility in honor of an individual, adequate signage, as determined by the district, to that effect shall be provided.

Examples of procedures the ~~b~~Board may choose to follow

1. Names for new or existing facilities may be proposed by any ~~citizen~~community member. All such proposals must be in writing.
2. The ~~b~~Board may choose to delegate a representative committee the responsibility of preparing recommendations for ~~b~~Board consideration. The interests of students and patrons must be considered.
3. The ~~b~~Board will make the final determination as to whether the facility will be named and what that name shall be.

Examples of naming requirements the ~~b~~Board may choose to follow:

1. Names relating to location must significantly relate to the total area.
2. As facility use changes, the name shall be reviewed and adjusted as needed.
3. The ~~b~~Board may specify additional requirements for each new request/recommendation.
4. The board will review any requests for ~~F~~facilities ~~will not~~ to be named after living state, national or international dignitaries.
5. Facilities may be named after local individuals, retirees or former employees not less than six ~~months~~ ~~two years~~ after direct involvement in school activities or completion of service to the district has been completed.
6. The naming of facilities or portions of facilities recommended to be named in memoriam shall not be so named until a period of six months after the death of the memorialized has passed.

END OF POLICY

Legal Reference(s):

ORS 332.107

Corrected 11/16/22

Code: FFA
Adopted: 7/15/10
Readopted: 6/08/11
Orig. Code: FFA

Memorials and Scholarships

Memorials

The Board recognizes that when a school community experiences the sudden death of a student or staff member, it is important to the school community and to those who are personally affected by the death to acknowledge the event. Additionally, certain traumatic events occurring on a local, state or national level may also give rise to the need for district acknowledgment through appropriate activities. Requests from students, staff, parents/guardians or others for remembering or memorializing a person or event may be approved by the superintendent or designee, subject to the provisions of this policy.

The Board recognizes that memorials of flowers, personal messages and mementoes are often created at lockers, parking spaces and other areas on district property upon such losses or events. Memorials may be permitted at the discretion of the building administrator and in accordance with any health and safety of guidelines or policies. ~~He/She~~The building administrator will consult with the family of the deceased, as appropriate. The display of all remembrances will be temporary in nature, removed in a timely manner and offered to the family.

Requests may be made to memorialize an individual or event in school yearbooks, at graduation ceremonies and other district activities. Activities that will not detract from scheduled classroom or school activities, or the celebration of student accomplishments may, with prior building administrator approval, be authorized. Activities or events may be rescheduled or cancelled with prior superintendent approval only.

In considering memorial activity requests, the administration will balance memorializing or commemorating the individual or event on the one hand, while not creating an atmosphere that glamorizes a traumatic event or self-destructive behavior on the other.

Schools may observe a moment of silence in memory of the individual or in recognition of certain traumatic events as deemed appropriate by the superintendent or designee. Additional district counseling services may be made available to provide support. Deaths will not be announced or memorialized on reader boards. School will not be dismissed early or cancelled on the day of a memorial or funeral service without superintendent approval. Flags may be lowered only in accordance with state and federal law. District property (e.g., buildings, rooms, fields, gymnasiums, etc.) may be named or renamed to memorialize an individual with Board approval only and in accordance with adopted policies.

Any such use request will be considered in accordance with Board policy KG - Use of District Property and accompanying administrative regulation.

In collaboration with the building administrators, plaques may be hung commemorating the deceased. The ~~Board~~ superintendent or designee may approve permanent living memorials, such as planting trees. Such requests will be submitted to and discussed with the facilities director prior to approval.

Scholarships

Memorial scholarships may be accepted and awarded under criteria approved by the district in honor of persons who have special significance to the students, district or community. All such offers will be submitted to the superintendent or designee with pertinent information concerning the purpose of the memorial scholarship. Funds will be administered by the district. Items may be accepted by the district in memory of an individual or event with superintendent or designee approval only. The superintendent or designee will consider any maintenance costs to the district of such gifts. Items received become the property of the district and will be used for the purpose for which they were donated.

END OF POLICY

Legal Reference(s):

ORS 332.107 ORS 332.385

Corrected 11/16/22

Code: FFB
Adopted: 7/15/10
Orig. Code: FFB

Names on Building Plaques

In keeping with the practice to recognize elected officials and others for their efforts and public service in providing new and/or improved facilities to the public, the Board wishes to have plaques installed on new construction projects giving the names of persons at the time of acceptance of the project bid as reflected in Board minutes. The plaques will provide the following information:

1. Name of the school or building;

2. Board-approved construction date;

3. Names of the Board members on the Board-approved construction date:

    a. Chair;
    b. Vice chair;
    c. Members (in order of number of years on the Board).

4. Names of superintendent and secretary;

5. Name of architect;

6. Name of contractor.

END OF POLICY

Legal Reference(s):

ORS 332.107

Corrected 11/16/22

Code: FG
Adopted: 7/15/10
Orig. Code: FG

Board Inspection and Acceptance of New Facilities

The superintendent shall appoint a construction manager.

The construction manager shall personally inspect each project. When the performance meets the district's expectation, the construction manager will recommend acceptance of performance to the superintendent. The superintendent shall sign off the project and make payment.

The superintendent may make a final inspection with or without the board before signing off.

END OF POLICY

Legal Reference(s):

ORS 332.107

Corrected 11/16/22

DELETE

Code: FJ
Adopted: 1/04/07
Readopted: 7/15/10
Orig. Code: FJ

Temporary District Facilities

The Board's goal is to have sufficient permanent facilities to meet the needs of district enrollment and the district's programs. Rented facilities, movable units and other emergency school housing may be inadequate for long-term public school purposes.

If circumstances require immediate space not available in public school buildings, facilities will be leased or moveable structures will be used.

~~The board recognizes the need to provide classrooms and other needed spaces which are safe and well designed for the effective delivery of instruction and related services.~~

~~When additional facilities are needed and financing is not available for permanent construction, the Board will examine all options available to provide the needed spaces which will assure that the primary task of educating the youth of Multnomah County will continue in an orderly and timely manner.~~

Any such facility must conform to all appropriate federal, state and local building and land use codes, health and fire laws, environmental standards and provisions for accessibility and usability as required by the Americans with Disabilities Act.

END OF POLICY

Legal Reference(s):

ORS 332.107
ORS 332.155

OAR 437-001-0760
OAR 437-002-0020 to -0081
OAR 437-002-0161
OAR 437-002-0180 to -0182
OAR 437-002-0368
OAR 437-002-0377
OAR 437-002-0390
OAR 437-002-0391

Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629 (2012); Asbestos Hazard Emergency Response Act of 1986, 15 U.S.C. §§ 2641-2656 (2012).
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016).
Americans with Disabilities Act Amendments Act of 2008.

Corrected 11/16/22

Code: FK
Adopted: 7/15/10
Orig. Code: FK

Facilities Renovation

The ~~board's~~district's priorities for funding renovation of facilities are in order of priority, as follows:

1. Protection of life and health; compliance with mandated requirements governing construction codes and fire safety requirements;

2. Direct support of the educational program;

3. Urgently required projects to comply with the priorities set forth in the district's comprehensive planning program for facilities and sites~~;~~.

~~4. All others.~~

The participation of staff, parents/guardians and the community in the development of plans for new and renovated ~~fac~~ilities w~~ill may b~~e actively solicited.

The superintendent or designee will establish procedures for requesting, approving and scheduling facilities renovation.

Plans for new and remodeled buildings will be designed and offer accommodations to make them accessible to persons with disabilities. The ~~board~~superintendent or designee will review construction plans to ensure that new and remodeled buildings are made fully accessible.

END OF POLICY

Legal Reference(s):

ORS 195.110
ORS 197.295 to -197.314
ORS 332.107
ORS 332.155

OAR 437-001-0760
OAR 437-002-0020 to -0081
OAR 437-002-0180 to -0182
OAR 437-002-0368

OAR 437-002-0377
OAR 437-002-0390
OAR 437-002-0391

Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629 (2012); Asbestos Hazard Emergency Response Act of 1986, 15 U.S.C. §§ 2641-2656 (2012).
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016).
Americans with Disabilities Act Amendments Act of 2008.

Corrected 11/16/22

Code: FL
Adopted: 7/15/10
Orig. Code: FL

Retirement of Facilities

Certain school buildings may no longer be adequate for instructional purposes and should be used to benefit the district or public in other ways. In determining which facility is to be retired for regular school purposes, the district's decision~~board will~~ may be guided by a~~this~~ combination of these factors:

1. Educational flexibility: Which school building is least adaptable for housing a modern and flexible educational program?

2. Site: Which school site is least adequate for continued use as an educational center?

3. Cost: Which school building represents the highest cost in terms of upkeep, maintenance and renovation?

The ~~board~~district may invite the viewpoints of community residents and staff in making its decision.

END OF POLICY

Legal Reference(s):

ORS 332.107
ORS 332.155
OAR 437-001-0760
OAR 437-002-0020 to -0075
OAR 581-022-2345

Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629 (2012); Asbestos Hazard Emergency Response Act of 1986, 15 U.S.C. §§ 2641-2656 (2012).

Corrected 11/16/22

Reynolds School District

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The following symbols are used on some sample policies:

* May be subject to collective bargaining.

** As used in this policy, the term parent includes legal guardian or person in a parental relationship. The status and duties of a legal guardian are defined in ORS 125.005(4) and 125.300-125.325. The determination of whether an individual is acting in a parental relationship, for purposes of determining residency, depends on the evaluation of the factors listed in ORS 419B.373. The determination for other purposes depends on evaluation of those factors and a power of attorney executed pursuant to ORS 109.056. For special education students, parent also includes a surrogate parent, an adult student to whom rights have transferred and foster parent as defined in OAR 581-015-2000.

[ ] Brackets occur in sample policies to indicate the need for districts to select or tailor information specific to their particular situations.

Code: IA
Adopted: 12/08/10
Revised/Readopted: 2/12/14
Orig. Code(s): IA

Instructional Goal

In establishing an effective educational program as part of the students' total education, the district recognizes the importance of developing a partnership that promotes the involvement of staff, parents and the community through such means as, but not limited to, ~~21st Century Schools Councils~~site councils, local school committees and advisory committees.

The district is committed to a continual process of collaborative decision making and goal setting that supports the ~~physical and cognitive growth and development of students around the~~ following characteristics:

1. Provides equal and open access and educational opportunities for all students regardless of their linguistic background, culture, race, sex, sexual orientation, gender, capability or geographic location;

2. Assumes that all students can learn and establishes high, specific skill and knowledge expectations, and recognizes individual differences at all instructional levels;

3. Utilizes valid and reliable data for evaluating the success of curriculum, instruction, resource allocation and school improvement;

4. Provides special education, compensatory education, linguistically and culturally appropriate education and other specialized programs to all students who need those services;

5. Supports the physical and cognitive growth and development of students;

6. Provides students with a solid foundation in the skills of reading, writing, problem solving, critical thinking and communication;

7. Provides opportunities for students to learn, think, reason, retrieve information, use technology and work effectively alone and in groups;

8. Provides for rigorous academic content standards and instruction in mathematics, science, language arts~~English~~, history, geography, economics, civics, physical education, health, the arts and world languages;

9. Provides students with an educational background to the end that they will function successfully in a constitutional republic, a participatory democracy and a multicultural nation and world;

10. Provides students with the knowledge and skills that will provide the opportunities to succeed in the world of work, as members of families and as ~~citizens~~ members of society;

11. Provides students with the knowledge and~~,~~ skills ~~and positive attitude~~ that lead to an active, healthy lifestyle;

12. Provides students with the knowledge and skills to take responsibility for their decisions and choices;

13. Provides opportunities for students to learn through a variety of teaching strategies;

14. Emphasizes involvement of parents and community in the total education of students;

15. Transports students safely to and from school;

16. Ensures that the funds allocated to schools reflect the uncontrollable differences in costs facing each district;

17. Ensures that local schools have adequate control of how funds are spent to best meet the needs of students in their communities;

18. Provides for a safe, educational environment;

19. Provides increased learning time; and

20. Provides each student an education experience that supports~~Supports~~ students' academic growth beyond proficiency in academic content standards and encourages their attainment of challenging and aspirational individual goals.

END OF POLICY

Legal Reference(s):

ORS 329.025
ORS 329.125
ORS 336.067
OAR 581-022-2030
OAR 581-022-2315

House Bill 2056 (2021).

Corrected 1/25/23

Code: IB
Adopted: 12/08/10
Revised/Readopted: 10/11/17
Orig. Code(s): IB

Freedom of Expression**

Students have a general right to freedom of expression within the school system. The district requires~~,~~ ~~however,~~ that students exercise their rights fairly, responsibly and in a manner not disruptive to other individuals or to the educational process.

Freedom of Student Inquiry and Expression

1. Generally, students and student organizations are free to examine and discuss questions of interest to them and to express opinions publicly and privately within the school system, provided such examination and expression is fair and responsible and is not disruptive to other individuals or to the educational process. Students may support or oppose causes by orderly means which do not disrupt other individuals or the operation of the school.

2. In the classroom, students are free to examine views offered in any course of study, provided such examination is expressed in a responsible manner.

Freedom of Association

Students are free to organize associations to promote their common interests. Student organizations should be open to all students. Membership criteria may not exclude students on the basis of age, race, religion, color, national origin, disability, marital status, familial status, parental status, linguistic background, culture, socioeconomic status, capability, geographic location, sex, ~~or~~ sexual orientation or gender identity. Each student organization must have a staff adviser to ~~procedurally~~ counsel and, when necessary, supervise students in the organization. All student organizations must submit to the school a statement of purpose, criteria for membership, rules and procedures and a current list of officers. School administrators may establish reasonable rules and regulations governing the activity of student organizations.

~~K-8~~ Publications K-8, Displays and Productions

On occasion, materials such as leaflets, newsletters, cartoons and other items including displays and productions are prepared, produced and/or distributed by students as part of the educational process and free expression in an academic community. Materials may be reviewed by the administrator or may be~~subject to administrative review,~~ restricted or prohibited~~, however,~~ pursuant to legitimate educational concerns. Such concerns include:

1. The material is or may be defamatory;

2. The material is inappropriate based on the age, grade level and/or maturity of the audience;

3. The material is poorly written, inadequately researched, biased or prejudiced;

4. Whether there is an opportunity for a named individual or named individuals to make a response;

5. Whether specific individuals may be identified even though the material does not use or give names;

6. The material is or may be otherwise generally disruptive to the school environment. Such disruption may occur, e.g.,~~for example,~~ if the material uses, advocates or condones the use of profane language or advocates or condones the commission of unlawful acts;

7. Students, parentsand members of the public might reasonably perceive the materials to bear the sanction or approval of the district~~districts~~.

High School Student Journalists

Generally, high school student journalists have the right to exercise freedom of speech and of the press in school-sponsored media. "School-sponsored media" means materials that are prepared, substantially written, published or broadcast by student journalists;~~,~~ that are distributed or generally made available, either free of charge or for a fee, to members of the student body; and that are prepared under the direction of a student media adviser. School-sponsored media does not include media intended for distribution or transmission solely in the classrooms in which they are produced.

School-sponsored media prepared by student journalists are subject to reasonable time, place and manner restrictions, pursuant to state and federal law. School-sponsored media cannot contain material that:

1. Is libelous or slanderous;

2. Is obscene, pervasively indecent or vulgar;

3. Is factually inaccurate or does not meet journalistic standards established for school-sponsored media;

4. Constitutes an unwarranted invasion of privacy;

5. Violates federal or state law or regulation; or

6. So incites students as to create a clear and present danger of:

    a. The commission of unlawful acts on or off school premises;
    b. The violation of district or school policies; or
    c. The material and substantial disruption of the orderly operation of the school. A school official will base a forecast of material and substantial disruption on specific facts, including past experience in the school and current events influencing student behavior, and not on undifferentiated fear or apprehension.

Modifications or removal of items may be appealed in writing to the superintendent. The superintendent shall schedule a meeting within three school days of receiving the written appeal. Those present at the meeting shall include the individual(s) making the appeal, the individual(s) who made the decision to modify or remove materials and the superintendent. At the superintendent's discretion, the district's legal

counsel may also attend the meeting. The superintendent shall make a~~his/her~~ decision within three school days of the meeting. The superintendent's decision shall be final and binding on all parties.

END OF POLICY

Legal Reference(s):

ORS 174.100
ORS 329.025
ORS 332.072
ORS 332.107
ORS 336.477
ORS 339.880
ORS 339.885
ORS 659.850
OAR 581-021-0050
OAR 581-021-0055

Equal Access Act, 20 U.S.C. §§ 4071-4074 (2018).
Westside Cmty. Bd. of Educ. v. Mergens, 496 U.S. 226 (1990).
Hazelwood Sch. Dist. v. Kuhlmeier, 484 U.S. 260 (1988).
U.S. CONST. amend. I; U.S. CONST. amend. XIV.
OR. CONST., art. I, § 8.
House Bill 3041 (2021).

Corrected 1/25/23

Code: IBDJA
Adopted: 1/04/07
Revised/Readopted: 12/08/10; 10/11/17; 6/13/18
Orig. Code: IBDJA

Relations with Homeschooled Students**

The district~~board~~ recognizes the rights of parents to educate t~~each their~~ students at home and acknowledges the education service~~services~~ district's role in registering and monitoring test results for students who are being taught at home.

~~Further, the board is willing to assist parents in this endeavor if a request is made through the superintendent. The district will furnish basic course descriptions, state standards for elementary and secondary education.~~ The district will not provide instructional materials, lesson plans or curriculum guides to students being instructed at home.

Students may, upon parent request, be allowed to participate in district programs such as physical education programs, instrumental and vocal music programs, or other selected options if space and materials are available. Such students must then adhere to regular attendance procedures as established by the school and must avoid disruption of said programs. Parents are responsible for transportation for students attending selected school offerings.

The district does~~board reaffirms its prerogative to accept or~~ not accept home instruction course credit toward graduation requirements.

Homeschooled students may participate in available interscholastic activities if the following requirements are met:

1. The student can meet the district eligibility requirements, except the district or class attendance requirements;

2. The student~~Students~~ need not meet class requirements of the voluntary association administering the interscholastic activities;

3. The student must meet one of the following:

    a. The student must achieve the minimum score on an examination from the list adopted by the State Board of Education that places the student at or above the 23rd percentile based on national norms. The examination shall be taken at the end of each school year. The parent or guardian shall submit the examination results to the district. The student~~Students~~ may participate while awaiting test results; or
    b. The district may adopt alternative requirements, in consultation with the parent or guardian, that a student must meet to participate in interscholastic activities, including, but not limited to, a requirement that a student submit a portfolio of work samples to the district for review to determine whether a student is eligible to participate in interscholastic activities.

4. The student must fulfill the same responsibilities and standards of behavior and performance including related class or practice requirements of other students participating in the interscholastic activity. The student~~students~~ must meet the same standards for acceptance on the team or squad. The student must also comply with all public school requirements during the time of participation;

5. The student must reside in the attendance boundaries of the school for which the student participates.

"Interscholastic activities" means, athletics, music, speech and other similar or related activities.

END OF POLICY

Legal Reference(s):

ORS 326.051
ORS 339.030
ORS 339.035
ORS 339.450 to -339.460
OAR 581-021-0026 to -0029
OAR 581-021-0033
OAR 581-021-0071
OAR 581-021-0210
OAR 581-022-2505

Corrected 1/25/23

Code: IC/ICA
Adopted: 12/08/10
Orig. Code(s): IC/ICA

School Year/School Calendar

The Board~~board~~ will approve the school year calendar for the following year no later than its April meeting following due consideration of the recommendation of the superintendent and the input from staff, parents and the community. After B~~oardb~~oard approval, any modification of the calendar will require Board~~board~~ action.

The superintendent will develop a school calendar that satisfies the requirements of Oregon Administrative Rule 581-022-2320. The calendar will include the number of student hours, number of workdays for staff and holidays. The calendar will meet or exceed state requirements. The starting and ending times for the school day will be established annually by the superintendent.

~~Any i~~Instructional hours~~The calendar will meet state requirements. Day~~s lost will be made up to ensure that the state-required numbe~~r of d~~ays/hours are met by the district.

END OF POLICY

Legal Reference(s):

ORS 187.010
ORS 243.650
ORS 332.075(1)(a)
ORS 332.107
ORS 336.010
OAR 581-022-2320

Corrected 1/25/23; Corrected 3/01/23

Code: ID
Adopted: 12/08/10
Orig. Code: ID

School Day

(See policy IC/ICA for this language)
The number of days of instruction and number of hours of instruction will be determined by the superintendent with final approval by the board. Starting and ending times for the school day will be established annually by the superintendent.

END OF POLICY

Legal Reference(s):

ORS 332.075 ORS 332.107 OAR 581-022-1620

Corrected 1/25/23

DELETE

Code: IF
Adopted: 12/08/10
Orig. Code: IF

Curriculum Development

The Board recognizes that to improve the quality of instructional programs and to respond to changing societal and community needs, it cannot permit the curriculum to remain static. The Board deems it essential that the district develop and implement an instructional management system which will modify curricula to meet changing needs, ensuring quality educational programs serving each individual student's interests.

While the Board retains its full rights and responsibilities under the laws and regulations of the state of Oregon with regard to determining curriculum, it authorizes the superintendent to organize committees and other structures which would be responsive and representative in planning curriculum improvements and be effective at implementing approved changes.

Decision making within the curriculum improvement process should be based on reliable data collected through a comprehensive assessment of needs. The assessment should include, but is not limited to, evaluation of student performance using appropriate measurement tools and procedures, surveys of parent perceptions and professional staff recommendations.

(See policy IIA for additional curriculum language.)~~The superintendent or his/her designee shall be responsible for developing procedures for monitoring existing curricula and for utilizing expertise available from within and/or outside the school system to develop new, more effective and/or appropriate curricula.~~

END OF POLICY

Legal Reference(s):

ORS 329.025
ORS 332.075
ORS 336.067
OAR 581-021-0045
OAR 581-021-0046
OAR 581-022-2000
OAR 581-022-2030
OAR 581-022-2250
OAR 581-022-2300
OAR 581-022-2305
OAR 581-022-2310
OAR 581-022-2315

Corrected 1/25/23

Code: IFCA
Adopted: 1/04/07
Readopted: 12/08/10
Orig. Code: IFCA

~~21st Century Schools Councils~~ Site Councils[1]

The Board directs the superintendent to encourage community involvement in shared decision making and to foster the collaborative efforts of district personnel, students, parents and community members through ~~21st Century Schools Councils~~ site councils at each school site.

Additionally, the Board may, as deemed necessary for assisting in the administration of grants or for coordination of districtwide programs, establish a ~~21st Century Schools Councils~~ site council and/or other special committees at the district level for specific projects or issues.

The establishment and charge of a~~the 21st Century Schools Council~~ site council shall not interfere with the duties, responsibilities and rights of the duly elected Board.

Site Council Members

At ~~the~~ a school site, site councils ~~21st Century Schools Councils~~ shall be structured as follows:

1. Composition

   21st Century Schools CouncilsA site council shall be composed of teachers, parents, classified employees and administrators~~building administrator~~ or their designees~~designee~~ as follows:

   a. Not more than half of the members shall be teachers;
   b. Not more than half of the members shall be parents or guardians of students attending that school;
   c. At least one member shall be a classified employee;
   d. One member shall be an~~a building~~ administrator or designee.~~;~~
   e. One member shall be a community partner representative.
   f. Other~~In addition, other~~ members may be designated by the site council from district patrons that include~~Board including,~~ but are not limited to, local school committee members, business leaders, students and members of the community-at-large.

2. Selection

   The members~~Members~~ of a~~the 21st Century Schools Council~~ site council shall be selected as follows:

   a. Teachers shall be licensed teachers elected by licensed teachers at the school site;
   b. ~~Classified employ~~ees shall be elected by classified employees at the school site;

[1] 21st Century Schools Councils (ORS Chapter 329)

c. Parents shall be selected by parents of students attending the school, by a process to be defined by the Board; and
d. Others shall be selected by the council.

3. Duties

The duties of the ~~21st Century Schools Council~~site council shall include, but not be limited to:

a. The development of plans to improve the professional growth of the school's staff;
b. The improvement of the school's instructional program;
c. The development and coordination of plans for the implementation of programs at the school in accordance with Oregon's Educational~~Education~~ Act for the 21st Century;
d. The administration of grants-in-aid for the professional development of teachers and classified employees.

If the Board determines that a school site is unable to fulfill the requirements ~~of the 21st Century Schools Council~~ as outlined in this policy, or if the needs of a school site require a different composition, the Board shall establish the ~~21st Century Schools Council~~site council in a manner that best meets the educational needs of the district.

The ~~21st Century Schools Council~~s site council may request a waiver of Board policy. A waiver request~~Waiver requests~~ must be submitted in writing to the superintendent. The superintendent will submit the waiver request and ~~his/her~~ a recommendation to the Board for final approval. A policy~~Policy~~ waiver request~~requests~~ will be considered based on the district's mission statement, philosophy, Board-adopted goals and effective schooling tenets.

All ~~21st Century Schools Council~~site council decisions are subject to superintendent and Board review and approval, respectively. In no case will a ~~21st Century Schools~~ site council~~Councils~~ abrogate any provision of the district's collective bargaining agreements, district contracts or Board policy, except through the waiver process.

All ~~21st Century Schools~~site council meetings~~Councils, the duties of which include advising the board or making decisions on behalf of the board,~~ shall follow the notice, meeting and recordkeeping requirements of the Public Records and Meetings Law.

END OF POLICY

Legal Reference(s):

ORS 192.660 to -192.690
ORS 243.650
ORS 243.782
ORS 329.125
ORS 329.704
OAR 581-020-0100 to -0115
OAR 581-020-0125
OAR 581-020-0130

Corrected 1/25/23; Corrected 3/01/23

Code: IFD
Adopted: 1/04/07
Readopted: 3/09/11
Orig. Code: IFD

Curriculum Adoption

(See IIA and IF)
The Board recognizes that changing student needs and the development of new knowledge require that curricula be revised periodically to insure that all students are provided the best education possible given available resources.

The superintendent or his/her designee shall be responsible for developing procedures for monitoring existing curricula and for utilizing expertise available from within and/or outside the school system to develop new, more effective and/or appropriate curricula.

Proposals for modification of present curriculum or adoption of new curriculum shall be considered by the appropriate district curriculum committees.

END OF POLICY

Legal Reference(s):

ORS 332.072
ORS 332.075
ORS 332.107
ORS 336.035
OAR 581-022-2000
OAR 581-022-2030

Corrected 1/25/23

Code: IFE
Adopted:

Curriculum Guides and Course Outlines

Course catalogs and course descriptions will be developed for all courses offered in the district. Academic content standards[1] as adopted by the State Board of Education will be included. Teachers are expected to adhere closely to the course of study adopted by the district. Information regarding course offerings will be made available to all students and interested district patrons, upon request.

END OF POLICY

Legal Reference(s):

ORS 332.075(1)
ORS 336.035

OAR 581-021-0045
OAR 581-021-0046
OAR 581-022-2000
OAR 581-022-2030
OAR 581-022-2250
OAR 581-022-2300
OAR 581-022-2305
OAR 581-022-2310
OAR 581-022-2315

Reviewed/Revised 1/25/23

PROPOSED

[1] [The proficiency in Essential Skills requirement has been waived and is not a condition of receiving a high school diploma during the 2021-2022, 2022-2023 or 2023-2024 school year (Senate Bill 744, 2021).]

Code: IGAC
Adopted: 6/13/18
Orig. Code: IGAC

Religion and Schools

(Only an update to the legal references)

Teachers shall be permitted to teach or present to students information concerning religions and religious beliefs, but teachers shall not promote or inhibit, openly or covertly or by subtlety, a particular religion, religious belief or nonreligious belief.

Students and staff members may be excused from participating in programs or activities which are contrary to their religious beliefs without penalty.

END OF POLICY

Legal Reference(s):

ORS 332.107 ORS 336.035

U.S. Const. amend. I.
OR. CONST., art. I.
Kennedy v. Bremerton Sch. Dist., 142 S. Ct. 2407 (2022).

Corrected 1/25/23

Code: IGAC-AR
Revised/Reviewed: 6/13/18
Orig. Code: IGAC-AR

Recognition of Religious Beliefs and Customs

Observances of Religious Holidays

The practice of the district shall be as follows:

1. Holidays which have a religious and secular basis may be observed in the public schools;

2. The historical and contemporary values and the origin of religious and secular holidays may be explained in an unbiased and objective manner without sectarian indoctrination;

3. Music, art, literature and drama having religious themes or bases are permitted as part of school-sponsored activities and programs if presented in a prudent and objective manner and as a traditional part of the cultural and religious heritage of the particular holiday;

4. The use of religious symbols that are a part of a religious holiday is permitted as a teaching aid or resource provided such symbols are displayed as an example of the cultural and religious heritage of the holiday and are temporary in nature;

5. The district's calendar should be prepared to minimize conflicts with religious holidays.

Religion in the Curriculum

1. The district supports the inclusion of religious literature, music, drama and the arts in the curriculum and in school activities provided it is intrinsic to the learning experience in the various fields of study and is presented objectively.

2. The emphasis on religious themes in the arts, literature and history should be only as extensive as necessary for a balanced and comprehensive study of these areas.

3. Curriculum and instruction includes theories, views and precepts.

4. Student-initiated expressions to questions or assignments which reflect their religious or nonreligious beliefs are permissible. For example, students are free to express religious or nonreligious belief in compositions, art forms, music, speech and debate.

Traditional Observances

Traditions are a cherished part of the community life and the district expresses an interest in maintaining those traditions which have had a significance to the community.

The practice of the district shall be as follows:

1. A baccalaureate service is traditionally religious in nature and shall not be sponsored by the district. One or more community groups may hold a baccalaureate service on district property or in a district facility, but must conform to the current community use policy.

2. A memorial service which is religious in nature shall not be sponsored by the district. One or more community groups or individuals may hold a memorial service on district property or in a district facility, but must conform to the current community use policy.

Reviewed 1/25/23

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

Drug, Alcohol and Tobacco Prevention, Health Education**

Students have a right to attend school in an environment conducive to learning. Since student drug, alcohol and tobacco use is illegal and harmful and interferes with both effective learning and the healthy development of students, the school has a fundamental legal and ethical obligation to prevent unlawful drug, alcohol and tobacco use and to maintain a drug-free educational environment.

After consulting with parents, teachers, school administrators, local community agencies and persons from the drug, alcohol or health service community who are knowledgeable of the latest research information, the Board will adopt a written plan for a drug, alcohol and tobacco prevention and intervention program.

Drug Prevention Program

The district's drug, alcohol and tobacco curriculum will be age-appropriate, reviewed annually and updated as necessary to reflect current research and Oregon's Health Education Academic Content Standards.

Drug, alcohol and tobacco prevention instruction will be integrated in the district's health education courses for grades K-12. Students not enrolled in health education shall receive such instruction through other designated courses. At least annually, all high school students, grades 9-12, shall receive instruction about drug and alcohol prevention. Instruction shall minimally meet the requirements set forth in Oregon Administrative Rules.

The district will include information regarding the district's intervention and referral procedures, including those for drug-related medical emergencies, in student/parent and staff handbooks.

"Intervention" is defined as the identification and referral of students whose behavior is interfering with their potential success socially, emotionally, physiologically, and/or legally as a result of prohibited drug, alcohol and/or tobacco use.

Any staff member who has reason to suspect a student is in possession of, or under the influence of unlawful drugs, alcohol, other intoxicants or tobacco on district property, on a school bus or while participating in any district-sponsored activity, whether on district property or at sites off district property, will escort the student to the office or designated area and will report the information to the principal or his/her designated representative.

The principal or designee will:

1. Call law enforcement if deemed appropriate;

2. Call the parents for a meeting;

3. Discuss the incident with student, parents if available and law enforcement~~police~~ if contacted;

4. Impose the penalty for violations using due process procedures;

5. Tell parents about resources which offer treatment or assistance for young people suffering from drug-, alcohol- or tobacco-related problems.

Students possessing, using and/or selling unlawful drugs, including drug paraphernalia, alcohol and tobacco on district property, in district vehicles, at district-sponsored activities on or off district grounds shall be subject to discipline up to and including expulsion. When considering disciplinary action for a child 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~~or~~ placement, manifestation determination and an interim alternative educational setting. Students may also be referred to law enforcement officials.

Each year the administration will meet with law enforcement officials to discuss:

1. Who the school should call for suspected violations of the law or other needs;

2. How school representatives should handle evidence of a suspected offense (i.e., school staff should not taste a substance to ascertain whether or not it is a drug). What about fingerprints? Paraphernalia?

3. What questioning procedures may take place on district property;

4. Other needs of the district and law enforcement to avoid conflicts or confusion before a substance-related incident occurs.

In general, drug-related medical emergencies will be handled like a serious accident or illness. Immediate notification of the community emergency care unit is required. Trained staff members will assist the student in any way possible. Parents shall be contacted immediately. A staff member shall be designated to accompany the student to the hospital or emergency medical facility. Procedures to be taken, including those for students participating in district-sponsored activities off district grounds, shall be included in the district's comprehensive first aid/emergency plan.

The district will actively seek funds from outside sources either independently or through coordinated efforts with other districts, community agencies or the education service district for drug-free schools grants.

A planned staff development program that includes current drug, alcohol and tobacco prevention education, an explanation of the district's plan and staff responsibilities within that plan will be developed by the superintendent. The input of staff, parents and the community is encouraged to ensure a staff development program that best meets the needs of district students.

The district will develop a public information plan for students, staff and parents.

The district's Drug, Alcohol and Tobacco Prevention, Health Education plan, related board policies, rules and procedures will be reviewed annually and updated as needed.

END OF POLICY

Legal Reference(s):

ORS 163.575
ORS 336.067
ORS 336.222
ORS 339.873
ORS Chapter 475

OAR 581-011-0052
OAR 581-015-2000
OAR 581-015-2040
OAR 581-015-2045
OAR 581-015-2050
OAR 581-015-2055
OAR 581-015-2060
OAR 581-015-2070
OAR 581-015-2075
OAR 581-015-2205
OAR 581-015-2220
OAR 581-015-2225
OAR 581-015-2230
OAR 581-015-2235
OAR 581-015-2240
OAR 581-015-2325
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OAR 581-015-2430
OAR 581-015-2435
OAR 581-015-2440
OAR 581-015-2600
OAR 581-015-2605
OAR 581-021-0050
OAR 581-021-0055
OAR 581-022-2030
OAR 581-022-2045

Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 8101-8106 (2012); General Principles Relating to Suspension and Debarment Actions, 34 C.F.R. §§ 84.100-84.670; 86.1-86.7 (2017).
Controlled Substances Act, 21 U.S.C. § 812 (2012); Schedules of Controlled Substances, 21 C.F.R. §§ 1308.11-1308.15 (2017).
Safe and Drug-Free Schools and Communities Act, 20 U.S.C. §§ 7101-7117 (2012).

Corrected 1/25/23

Code: IGAI
Adopted: 12/08/10
Revised/Readopted: 5/14/14; 6/08/16
Orig. Code(s): IGAI

Human Sexuality, AIDS/HIV, Sexually Transmitted Diseases, Health Education**

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

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

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

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

Parents of minor students shall be notified in advance of any human sexuality or AIDS/HIV instruction. Any parent may request that their~~his/her~~ child be excused from that portion of the instructional program under the procedures set forth in Oregon Revised Statute (ORS) 336.035(2).

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

1. Promotes abstinence for school-age youth and mutually monogamous relationships with an uninfected partner for adults;

2. Allays those fears concerning HIV that are scientifically groundless;

3. Is balanced and medically accurate;

4. Provides balanced, accurate information and skills-based instruction on risks and benefits of contraceptives, condoms and other disease reduction measures;

5. Discusses responsible sexual behaviors and hygienic practices which may reduce or eliminate unintended pregnancy, exposure to HIV, hepatitis B/C and other sexually transmitted infections and diseases;

6. Stresses the ~~high~~ risks of behaviors such as the sharing of needles or syringes for injecting illegal drugs and controlled substances;

7. Discusses the characteristics of the emotional, physical and psychological aspects of a healthy relationship;

8. Discusses the benefits of delaying pregnancy beyond the adolescent years as a means to better ensure a healthy future for parents and their children. The student shall be provided with statistics based on the latest medical information regarding both the health benefits and the possible side effects of all forms of contraceptives including the success and failure rates for prevention of pregnancy, sexually transmitted infections and diseases;

9. Stresses that HIV/STDs and hepatitis~~Hepatitis~~ B/C can be possible hazards of sexual contact;

10. Provides students with information about Oregon laws that address young people's rights and responsibilities relating to childbearing and parenting;

11. Advises students of ~~legal~~ consequences of having sexual relations with persons younger than 18 years of age to whom they are not married;

12. Encourages family communication and involvement and helps students learn to make responsible, respectful and healthy decisions;

13. Teaches that no form of sexual expression or behavior is acceptable when it physically or emotionally harms oneself or others and that it is wrong to take advantage of or exploit another person;

14. Teaches that consent is an essential component of healthy sexual behavior. Course material shall promote positive attitudes and behaviors related to healthy relationships and sexuality, and encourage active student bystander behavior;

15. Teaches students how to identify and respond to attitudes and behaviors which contribute to sexual violence;

16. Validates the importance of one's honesty, respect for each person's dignity and well-being, and responsibility for one's actions;

17. Uses inclusive materials and strategies that recognizes different sexual orientations, gender identities and gender expression;

18. Includes information about relevant community resources, how to access these resources, and the laws that protect the rights of minors to anonymously access these resources; and ~~.~~

19. Is culturally inclusive.

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

1. Assists students to develop and practice effective communication skills, development of self -esteem and ability to resist peer pressure;

2. Provides students with the opportunity to learn about and personalize peer, media, technology and community influences that both positively and negatively impact their attitudes and decisions related to healthy sexuality, relationships and sexual behaviors, including decisions to abstain from sexual intercourse;

3. Enhances students' ability to access valid health information and resources related to their sexual health;

4. Teaches how to develop and communicate sexual and reproductive boundaries;

5. Is research based, evidence based or best practice~~practices~~; and

6. Aligns with the Oregon Health Education Content Standards and Benchmarks.

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

Abstinence is to be stressed~~emphasized~~, but not to the exclusion of contraceptives and condoms for preventing unintended pregnancy, HIV infection, hepatitis B/C infection and other sexually transmitted infections and diseases. ~~and hepatitis B/C.~~ Such courses are to acknowledge the value of abstinence while not devaluing or ignoring those students who have had or are having sexual relationships. Further, sexuality education materials, including instructional strategies, and activities must not, in any way use shame or fear-based tactics.

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

END OF POLICY

Legal Reference(s):

ORS 336.035
ORS 336.059
ORS 336.107
ORS 336.455 - 336.474

ORS 339.370 - 339.400

OAR 581-021-0009
OAR 581-021-0593

OAR 581-022-2030
OAR 581-022-2050
OAR 581-022-2220

Corrected 1/25/23

Code: IGAJ
Adopted: 1/04/07
Revised/Readopted: 12/08/10; 10/11/17
Orig. Code: IGAJ

Traffic Safety Education

The district may provide driver education classes. The program will be made available to all eligible resident students enrolled in the district at a tuition rate to be determined by the administration. The tuition rate will be reviewed annually to ensure compliance with the law.

Eligible nonresident students may enroll in the district's traffic safety education program if resources are available. Nonresident students will be charged tuition.

No resident student shall be denied enrollment in the district's traffic safety education program based solely on the ability to pay tuition.

The district will develop procedures for establishing tuition rates, enrolling nonresident students and reducing or waiving tuition.

END OF POLICY

Legal Reference(s):

ORS 336.790 - 336.815
ORS 339.141
ORS 802.110
OAR 737-015-0010 - 0100

Reviewed 1/25/23

Code: IGAJ-AR
Revised/Reviewed: 12/08/10; 10/11/17
Orig. Code: IGAJ-AR

Traffic Safety Education

The following procedures shall be used in implementing the district's traffic safety education program.

Tuition Rate

Each year prior to the Board's organization meeting, following July 1, the superintendent will provide the Board with data regarding the district's traffic safety education program. The data shall include the number of available "slots," the number of "slots" filled, the number of resident and nonresident students enrolled, the cost of the program, the amount of state reimbursement and other appropriate information. From this data, the superintendent will propose a tuition rate for Board adoption annually.

Nonresident Student Enrollment

Each August the superintendent will~~may~~ identify districts that might benefit from the district's traffic safety education program.

The superintendent may send a letter inviting nonresident student application. Such application shall establish a "waiting list." The waiting list shall be based upon a "first come, first served" basis. When the resident student enrollment is established, the waiting list will be activated.

All students shall be subject to the district's code of conduct, policies and administrative regulations. Violation may result in disciplinary action up to and including removal from the traffic safety education program.

Reduction or Waived Tuition

When a student requests a waiver or reduction of the established fee for traffic safety education, a review committee consisting of the traffic safety education instructor, the student's counselor and an administrator shall review the request.

The committee shall only consider students who qualify for free or reduced-price meals under federal child nutrition programs or students whose family believes the tuition is a severe hardship.

Tuition waivers or reductions may result in:

1. Accessing a fund set aside to assist needy students;
2. Setting up a work program with the student;
3. Setting up a "payment plan";
4. Other.

Corrected 1/25/23

Code: IGBA
Adopted: 2/11/10
Revised/Readopted: 12/08/10; 3/13/13; 6/13/18
Orig. Code: IGBA

Students with Disabilities - Child Identification Procedures

The district implements an ongoing system to locate, identify and evaluate all children birth to age 21 residing within its jurisdiction who have disabilities and need early intervention, early childhood special education (EI/ECSE) or special education services. For preschool children the district is responsible for the evaluation(s) used to determine eligibility; the designated referral and evaluation agency, Reynolds School District, is responsible for determining the eligibility of children for EI/ECSE services in accordance with Oregon Administrative Rule (OAR) 581-015-2100. The district identifies all children with disabilities, regardless of the severity of their disabilities, including those who are:

1. Highly mobile, such as migrant and homeless children;

2. Wards of the state;

3. Native American[1] ~~Indian~~ preschool children living on reservations;

4. Suspected of having a disability even though they are advancing~~advance~~ from grade to grade;

5. Home schooled;

6. Resident and nonresident students, including residents of other states, attending a private school (religious or secular) located within the boundaries of the district;

7. Attending a public charter school located in the district;

8. Below the age of compulsory school attendance who are not enrolled in a public or private school program; and~~; or~~

9. Above the age of compulsory school attendance who have not graduated from high school with a regular high school~~or modified~~ diploma and have not completed the school year in which they reach their 21st birthday.

The district determines residency in accordance with Oregon Revised Statutes (ORS) Chapter 339 and, for the purposes of public charter school students with disabilities, in accordance with ORS Chapter 338 and ORS Chapter 339. The district enrolls all students who are five on or before~~by~~ September 1 of the current school year. Students with disabilities are eligible to enroll in the district through the school year in which they reach the age of 21 if they have not graduated with a regular high school~~diploma or a modified~~ diploma.

[1] The Individuals with Disabilities Education Act uses the term "Indian."

The district shall annually submit data to the Oregon Department of Education (ODE) regarding the number of resident students with disabilities who have been identified, located and evaluated and are receiving special education and related services. The district conducts an annual count of the total number of private school children attending private schools located within the boundaries of the district, and a count of all children with disabilities attending private schools located within the boundaries of the district, in accordance with OAR 581-015-2465. The district reports any additional data to ODE as required by the ODE to meet the requirements of federal or state law and the applicable reporting dates.

END OF POLICY

Legal Reference(s):

ORS 332.075
ORS 338.165
ORS 339.115 - 339.137
ORS 343.151
ORS 343.157
ORS 343.193
ORS 343.221
ORS 343.517
ORS 343.533

OAR 581-015-2040
OAR 581-015-2045
OAR 581-015-2080
OAR 581-015-2085
OAR 581-015-2190
OAR 581-015-2195
OAR 581-015-2315
OAR 581-015-2480
OAR 581-021-0029
OAR 581-022-2315

Individuals with Disabilities Education Act (IDEA), 20 U.S.C. § 1412(a)(3) (2012).
Early Intervention Program for Infants and Toddlers with Disabilities, 34 C.F.R. Part 303 (2017).
Assistance to States for the Education of Children with Disabilities, 34 C.F.R. § 300.111 (2017).

Corrected 1/25/23

Code: IGBA-AR
Revised/Reviewed: 2/11/10; 12/08/10; 2/14/13
Orig. Code: IGBA-AR

Students with Disabilities - Child Identification Procedures**

1. The district's child find efforts include~~District's Child Find Efforts Include~~:

   a. Public awareness. District child find activities involve local media resources and direct contact activities, such as presentations at community meetings, business group meetings, services agencies or advocacy organizations.

      (1) The district provides information about special education services in the district and the district's special education referral process to public and private facilities and public charter schools located in the district, including day care centers, homeless shelters, group homes, county jails, hospitals, medical officer and other facilities that serve children birth to 21 years old.
      (2) The district provides information about special education services and how to make a referral to any migrant education programs operating in the district.

   b. Notice of confidentiality. Before any major child find activity, the district publishes notice in newspapers or other media, or both, informing parents that confidentiality requirements apply to these activities. Circulation for this notice must be adequate to inform parents within the district's jurisdiction.
   c. Staff awareness. The district ensures that staff are knowledgeable of the characteristics of disabilities and the referral procedures for students, including preschool children, suspected of having disabilities.
   d. Communication to parents. District staff shall inform parents about the availability of special education services in the district and provide them with information about initiating referral for special education evaluation, including the information about early intervention/early childhood special education services (EI/ECSE) and the designated referral and evaluation agencies with which the district collaborates.

2. Private School Children with Disabilities~~:~~

   a. The district's child find system applies to children, including those children who are residents of another state, that are enrolled by their parents in private schools~~,~~ located within the boundaries of the district.
   b. The district's child find activities for private school students enrolled by their parents in private schools are similar to, and completed within a comparable time period, as child find activities for students in district public schools.
   c. The district does not include the cost of conducting child find activities for private school students, including individual evaluations, in determining whether it has spent a proportionate

share of its federal Individuals with Disabilities Education Act (IDEA)~~IDEA~~ funds on parentally-placed school students with disabilities.

d. The district consults with private school representatives and parents of private school students with disabilities about how to carry out these child find activities, including:

(1) How private school children suspected of having a disability can participate equitably; and
(2) How parents, teachers and private school officials will be informed of the process.

e. The district child find process for parentally-placed private school students ensures the equitable participation of parentally-placed private school students with disabilities and an accurate count of such children.

3. Home-Schooled Students with Disabilities

a. The district collaborates with the education service district~~ESD~~ that serves the district to ensure that the district responds promptly to information about home-schooled students with suspected disabilities.
b. The district collaborates with home schooling organizations in the district's jurisdiction and provides information about special education services in the district and how to make a referral.
c. If the district has reason to suspect that a home-schooled student has a disability, the district will obtain parent consent for initial evaluation.

Corrected 1/25/23

Code: IGBAC
Adopted: 2/11/10
Revised/Readopted: 12/08/10; 11/08/17
Orig. Code: IGBAC

Special Education - Personnel

Consistent with Teacher Standards and Practices Commission (TSPC) requirements, the district's personnel are appropriately and adequately prepared to implement special education and related services, and have the content knowledge and skills to serve children with disabilities.

The district takes measurable steps to recruit, hire, train and retain personnel, who are appropriately licensed and endorsed by TSPC, to provide special education and related services to children with disabilities.

The district's plan for providing personnel development programs in the district is found in Board policy GCL/GDL - Staff Development. ~~GCL - Professional Development.~~

END OF POLICY

Legal Reference(s):

OAR 584-220-0180 OAR 584-220-0185

Individuals with Disabilities Education Act 20 U.S.C. § 1412(a)(14)(D) and 20 U.S.C. § 1413(a)(3) (2012).
Assistance to States for the Education of Children with Disabilities 34 C.F.R. § 300.156(d) and 34 C.F.R. § 300.207 (2017).

Corrected 2/15/23

Code: IGBAE
Adopted: 2/11/10
Readopted: 12/08/10
Orig. Code: IGBAE

Special Education - Participation in Regular Education Programs

The district ensures that to the maximum extent appropriate, students with disabilities, including students in public or private institutions or other care facilities, are educated with students who are nondisabled.

Special classes, separate schooling or other removal of students with disabilities from the regular educational environment occurs only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. A child with a disability is not removed from education in age-appropriate regular classrooms solely because of needed modifications in the general curriculum.

END OF POLICY

Legal Reference(s):

ORS 343.223

OAR 581-015-2040
OAR 581-015-2045
OAR 581-015-2050
OAR 581-015-2055
OAR 581-015-2060
OAR 581-015-2065

Assistance to States for the Education of Children with Disabilities, 34 C.F.R. §§ 300.114 to -330.118 (2006).

Corrected 2/15/23

Code: IGBAE-AR
Revised/Reviewed: 2/11/10; 12/08/10
Orig. Code: IGBAE-AR

Special Education - Participation in Regular Education Programs**

1. Placement Decisions of the Student

   a. The placement decision for each eligible student is:

      (1) Made by a group of persons, including the parents, and other persons knowledgeable about the student, the meaning of the evaluation data and the placement options;
      (2) Made in conformity with the requirements of least restrictive environment;
      (3) Determined at least annually, every 365 days;
      (4) Based on the student's individualized education program (IEP); and
      (5) As close as possible to the student's home.

   b. The student is educated in the school that the student~~he/she~~ would attend if nondisabled unless the services identified in the IEP cannot feasibly be provided in this setting.

   c. The district ensures that:

      (1) A continuum of placement options is available to meet the needs of students with disabilities for special education and related services and to the extent necessary to implement the individualized education program for each student with a disability;
      (2) The continuum of placement options includes instruction in regular classes (with special education and related services and/or supplementary aids and services as identified in~~on~~ the IEP), special classes, special schools, home instruction and instruction in hospitals and institutions;
      (3) Placement options, including instruction in regular classes, special classes, special schools, home instruction and instruction in hospitals and institutions are available to the extent necessary to implement the IEP for each student with a disability.

   d. Placement teams, including the parent, select the least restrictive environment for each student, using the following decision-making process:

      (1) Completion of the IEP, including determining the student's special education and related services, and determining the extent to which these services can be provided to the student in the regular class;
      (2) If all IEP services cannot be provided in the regular class, identifying those that must be provided outside the regular class; however, the district will not remove a student from education in age-appropriate regular classrooms solely because of needed modifications in the general education curriculum;
      (3) For those services that must be provided outside the regular class, identifying where, on the continuum from least to most restrictive, the services can be provided;

(4) Placement is in the school the student would attend if not disabled, unless another arrangement is required for implementation of the IEP;
(5) In selecting the student's placement, the placement team considers and documents:

(a) All placement options considered, including placement options requested by the parent;
(b) Potential benefits of placement options that are considered;
(c) Any potential harmful effects on the student or on the quality of services that the student~~he or she~~ needs; and
(d) Modifications and services considered to maintain the student in the least restrictive placement before concluding that a more restrictive setting is necessary.

(6) The placement team documents the placement selected, and provides a copy of the determination to the parent;
(7) If the selected placement is a change from previous placement, the district provides the parent with prior written notice of the change in placement; and
(8) If the parent requests a specific placement that the team rejects, the district provides a prior written notice of refusal.

2. Youth Incarcerated in Adult Correctional Facilities

For students otherwise entitled to a free appropriate public education (FAPE),~~FAPE,~~ the placement team may modify the student's placement if the state has demonstrated a bona fide security or compelling penological interest that cannot be otherwise accommodated. The requirements related to least restrictive environments do not apply with respect to these modifications.

3. Nonacademic Settings

a. The district takes steps, including providing the supplementary aids and services determined appropriate and necessary by the student's IEP team, to provide nonacademic and extracurricular services and activities in the manner necessary to afford students with disabilities an equal opportunity for participation in those services and activities.
b. Nonacademic and extracurricular services and activities include all those available to nondisabled students and may include:

(1) Counseling services;
(2) Athletics;
(3) Transportation;
(4) Health services;
(5) Recreational activities;
(6) Special interest groups or clubs;
(7) Referrals to agencies that provide assistance to individuals with disabilities; and
(8) Employment of students.

Corrected 2/15/23

Code: IGBAF
Adopted: 2/11/10
Revised/Readopted: 12/08/10; 3/13/13
Orig. Code: IGBAF

Special Education - Individualized Education Program (IEP)**

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

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

END OF POLICY

Legal Reference(s):

ORS 343.151
ORS 343.155

OAR 581-015-2000
OAR 581-015-2190
OAR 581-015-2195
OAR 581-015-2200
OAR 581-015-2205
OAR 581-015-2210
OAR 581-015-2215
OAR 581-015-2220
OAR 581-015-2225
OAR 581-015-2229
OAR 581-015-2230
OAR 581-015-2235
OAR 581-015-2055
OAR 581-015-2600
OAR 581-015-2065
OAR 581-015-2265

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

Corrected 2/15/23

Code: IGBAF-AR
Revised/Reviewed: 2/11/10; 12/08/10; 4/13/16
Orig. Code: IGBAF-AR

Special Education - Individualized Education Program (IEP)**

1. General IEP Information

   a. The district ensures that an IEP is in effect for each eligible student:

      (1) Before special education and related services are provided to a student;
      (2) At the beginning of each school year for each student with a disability for whom the district is responsible; and
      (3) Before the district implements all the special education and related services, including program modifications, supports and/or supplementary aids and services, as identified on the IEP.

   b. The district uses:

      (1) The Oregon standard IEP; or
      (2) An IEP form that has been approved by the Oregon Department of Education.

   c. The district develops and implements all provisions of the IEP as soon as possible following the IEP meeting.
   d. The IEP will be accessible to each of the student's regular education teacher(s), the student's special education teacher(s) and the student's related services provider(s) and other service provider(s).
   e. The district takes steps to ensure that parent(s) are present at each IEP meeting or have the opportunity to participate through other means.
   f. The district ensures that each teacher and service provider is informed of:

      (1) Their specific responsibilities for implementing the IEP specific accommodations, modifications and/or supports that must be provided for, or on behalf of the student; and
      (2) Their responsibility to fully implement the IEP including any amendments the district and parents agreed to make between annual reviews.

      The district takes whatever action is necessary to ensure that parents understand the proceedings of the IEP team meeting, including arranging for an interpreter for parents with deafness or whose native language is other than English.

   g. The district provides a copy of the IEP to the parents at no cost.

2. IEP Meetings

a. The district conducts IEP meetings within 30 calendar days of the determination that the student is eligible for special education and related services.
b. The district convenes IEP meetings for each eligible student periodically, but not less than once per year.
c. At IEP meetings, the team reviews and revises the IEP to address any lack of expected progress toward annual goals and in the general curriculum, new evaluation data or new information from the parent(s), the student's anticipated needs, or the need to address other matters.
d. Between annual IEP meetings, the district and the parent(s) may amend or modify the student's current IEP without convening an IEP team meeting using the procedures in the Agreement to Amend or Modify IEP subsection.
e. When the parent(s) requests a meeting, the district will either schedule a meeting within a reasonable time or provide timely written prior notice of the district's refusal to hold a meeting.
f. If an agency other than the district fails to provide agreed upon transition services contained in the IEP, the district convenes an IEP meeting to plan alternative strategies to meet the transition objectives and, if necessary, to revise the IEP.

3. IEP Team Members

a. The district's IEP team members include the following:

(1) The student's parent(s);
(2) The student, if the purpose of the IEP meeting is to consider the student's postsecondary goals and transition services (beginning for IEPs in effect at age 16), or for younger students, when appropriate;
(3) At least one of the student's special education teachers or, if appropriate, at least one of the student's special education providers;
(4) At least one of the student's regular education teachers if the student is or may be participating in the regular education environment. If the student has more than one regular education teacher, the district will determine which teacher or teachers will participate;
(5) A representative of the district (who may also be another member of the team) who is qualified to provide or supervise the provision of special education and is knowledgeable about district resources. The representative of the district will have the authority to commit district resources and be able to ensure that all services identified in the IEP can be delivered;
(6) An individual, who may also be another member of the team, who can interpret the instructional implications of the evaluation results; and
(7) At the discretion of the parent or district, other persons who have knowledge or special expertise regarding the student.

b. Student participation:

(1) Whenever appropriate, the student with a disability is a member of the team.
(2) If the purpose of the IEP meeting includes consideration of postsecondary goals and transition services for the student, the district includes the student in the IEP team meeting.

(3) If the purpose of the IEP meeting includes consideration of postsecondary goals and transition services for the student, and the student does not attend the meeting, the district will take other steps to consider the student's preferences and interests in developing the IEP.

c. Participation by other agencies:

(1) With parent or adult student written consent, and where appropriate, the district invites a representative of any other agency that is likely to be responsible for providing or paying for transition services if the purpose of the IEP meeting includes the consideration of transition services (beginning at age 16, or younger if appropriate); and

(2) If the district refers or places a student in an education service districtESD, state - operated program, private school or other educational program, IEP team membership includes a representative from the appropriate agencies. Participation may consist of attending the meeting, conference call or participating through other means.

4. Agreement for Nonattendance and Excusal

a. The district and the parent may consent to excuse an IEP team member from attending an IEP meeting, in whole or in part, when the meeting involves a discussion or modification of team member's area of curriculum or service. The district designates specific individuals to authorize excusal of IEP team members.

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

(1) The parent and the district consent in writing to the excusal;

(2) The team member submits written input to the parents and other members of the IEP team before the meeting; and

(3) The parent is informed of all information related to the excusal in the parent's native language or other mode of communication according to consent requirements.

5. IEP Content

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

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

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

(a) Includes a description of how the disability affects the progress and involvement in the general education curriculum;

(b) Describes the results of any evaluations conducted, including functional and developmental information;

(c) Is written in language that is understood by all IEP team members, including parents;

(d) Is clearly linked to each annual goal statement;

(e) Includes a description of benchmarks or short -term objectives for children with disabilities who take alternative assessments aligned to alternate achievement standards.

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

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

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

(a) The district bases special education and related services, modifications and supports on peer-reviewed research to the extent practicable to assist students in advancing toward goals, progressing in the general curriculum and participating with other students (including those without disabilities), in academic, nonacademic and extracurricular activities.
(b) Each statement of special education services, related or supplementary services, aids, modifications or supports includes a description of the inclusive dates, amount or frequency, location and who is responsible for implementation.

(4) A statement of the extent, if any, to which the student will not participate with nondisabled students in regular academic, nonacademic and extracurricular activities.
(5) A statement of any individual modifications and accommodations in the administration of state or districtwide assessments of student achievement.

(a) A student will not be exempt from participation in state or districtwide assessment because of a disability unless the parent requests an exemption;
(b) If the IEP team determines that the student will take the alternate assessment instead of the regular statewide or a districtwide assessment, a statement of why the student cannot participate in the regular assessment and why the alternate assessment is appropriate for the student.

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

6. Individualized COVID-19 Recovery Services[1]

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

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

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

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

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

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

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

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

[1] The requirements of this section are in effect until July 1, 2023 unless extended by the State Board of Education.

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

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

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

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

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

7. Agreement to Amend or Modify IEP

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

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

8. IEP Team Considerations and Special Factors

a. In developing, reviewing and revising the IEP, the IEP team considers:

(1) The strengths of the student and concerns of the parent for enhancing the education of the student;
(2) The results of the initial or most recent evaluation of the student;
(3) As appropriate, the results of the student's performance on any general state or districtwide assessments;
(4) The academic, developmental, and functional needs of the child.

b. In developing, reviewing and revising the student's IEP, the IEP team considers the following special factors:

(1) The communication needs of the student; and
(2) The need for assistive technology services and/or devices.

c. As appropriate, the IEP team also considers the following special factors:

(1) For a student whose behavior impedes their~~his or her~~ learning or that of others, strategies, positive behavioral intervention and supports to address that behavior;
(2) For a student with limited English proficiency, the language needs of the student as those needs relate to the IEP;
(3) For a student who is blind or visually impaired, instruction in Braille and the use of Braille unless the IEP team determines (after an evaluation of reading and writing skills, needs and media, including evaluation of future needs for instruction in Braille or the use of Braille, appropriate reading and writing), that instruction in Braille or the use of Braille is not appropriate;~~ and~~
(4) For a student who is deaf or hard of hearing, the student's language and communication needs, including opportunities for direct communication with peers and professional personnel in the student's language and communication mode, academic level and full range of needs, including opportunities for direct instruction in the student's language and communication mode;~~.~~
(5) If a student is deaf, deafblind, or hard of hearing, the district will provide information about relevant services and placements offered by the school district, the education service district, regional programs, and the Oregon School for the Deaf; and
(6) A statement of any device or service needed for the student to receive a free appropriate public education (FAPE).~~Free Appropriate Public Education.~~

d. In addition to the above IEP contents, the IEP for each eligible student of transition age includes:

(1) Beginning not later than the first IEP in effect when the student turns 16, or as early as 14 or younger, if determined appropriate by the IEP team (including parent(s)), and updated annually thereafter, the IEP must include:

(a) Appropriate measurable postsecondary goals based upon age -appropriate transition assessments related to training education, employment, and where appropriate, independent living skills; and
(b) The transition services (including courses of study) needed to assist the student in reaching those goals.

Regarding employment planning, the parent shall be provided information about and opportunities to experience employment services provided by Oregon Vocational Rehabilitation or the Oregon Office of Developmental Disability Services. These services must be provided in a competitive integrated employment setting, as defined by Oregon Administrative Rule (OAR) 411-345-0020. Information about these services shall also be provided to the parent by the district at each annual review for IEPs to be in effect when the child turns 16, or as early as 14 or younger, if determined appropriate by the IEP team (including parent(s)).

(2) At least one year before a student reaches the age of majority (student reaches the age of 18, or has married or been emancipated, whichever occurs first), a statement that the district has informed the student that all procedural rights will transfer at the age of majority; and
(3) If identified transition service providers, other than the district, fail to provide any of the services identified on the IEP, the district will initiate an IEP meeting as soon as possible to address alternative strategies and revise the IEP if necessary.

e. To promote self-determination and independence, the district shall provide the student and the student's parents with information and training resources regarding supported decision-making as a less restrictive alternative to guardianship, and with information and resources regarding strategies to remain engaged in the student's secondary education and post-school outcomes. The district shall provide this information at each IEP meeting that includes discussion of post-secondary education goals and transition services.

9. Incarcerated Youth

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

(1) Participation of students with disabilities in state and districtwide assessment; and
(2) Transition planning and transition services, for students whose eligibility will end because of their age before they will be eligible to be released from an adult correctional facility based on consideration of their sentence and eligibility for early release.

b. The~~the~~ IEP team may modify the student's IEP, if the state has demonstrated a bona fide security or other compelling interest that cannot be otherwise accommodated.

10. Extended School Year Services

a. The district makes extended school year (ESY) services available to all students for whom the IEP team has determined that such services are necessary to provide FAPE.~~a free appropriate public education (FAPE).~~
b. ESY services are:

(1) Provided to a student with a disability in addition to the services provided during the typical school year;
(2) Identified in the student's IEP; and
(3) Provided at no cost to the parent.

c. The district does not limit consideration of ESY services to particular categories of disability or unilaterally limit the type, amount or duration of service.
d. The district provides ESY services to maintain the student's skills or behavior, but not to teach new skills or behaviors.
e. The district's criteria for determining the need for extended school year services include:

(1) Regression (a significant loss of skills or behaviors) and recoupment time based on documented evidence; or
(2) If no documented evidence, on predictions according to the professional judgment of the team.

f. "Regression" means significant loss of skills or behaviors in any area specified on the IEP as a result of an interruption in education services.
g. "Recoupment" means the recovery of skills or behaviors specified on the IEP to a level demonstrated before the interruption of education services.

11. Assistive Technology

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

12. Transfer Students

a. In state:

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

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

b. Out of state:

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

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

Corrected 2/15/23

Code: IGBAG
Adopted: 2/11/10
Readopted: 12/08/10
Orig. Code(s): IGBAG

Special Education - Procedural Safeguards**

Procedural Safeguards – General

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

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

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

Procedural Safeguards Notice

1. The district provides to parents a copy of the *Procedural Safeguards Notice*, published by the Oregon Department of Education, at least once per year and upon initial referral or parent request for special education evaluation and when the parent requests a copy. The district also gives a copy to the student at least a year before the student's 18th birthday or upon learning that the student is considered emancipated.

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

Parent or Adult Student Meeting Participation

1. The district provides parents or adult students an opportunity to participate in meetings with respect to the identification, evaluation, IEP and educational placement of the student, and the provision of a FAPE~~free appropriate public education~~ to the student.

2. The district provides parents or adult students written notice of any meeting sufficiently in advance to ensure an opportunity to attend. The written notice:

    a. States the purpose, time and place of the meeting and who is invited to attend;
    b. Advises that parents or adult students may invite other individuals who they believe have knowledge or special expertise regarding the student;
    c. Advises that the team may proceed with the meeting even if the parents are not in attendance;
    d. Advises the parents or adult students who to contact before the meeting to provide information if they are unable to attend; and
    e. Indicates if one of the meeting's purposes is to consider transition services or transition services needs. If so:

        (1) Indicates that the student will be invited; and
        (2) If considering transition services, identifies any agencies invited to send a representative (with parent or adult student consent).

3. The district takes steps to ensure that one or both parents of a child with a disability are present at each IEP or placement meeting or are afforded the opportunity to participate, including:

    a. Notifying parents of the meeting early enough to ensure that they will have an opportunity to attend; and
    b. Scheduling the meeting at a mutually agreed upon time and place.

4. If neither parent can attend, the district will use other methods to ensure an opportunity to participate, including, but not limited to, individual or conference phone calls or home visits.

5. The district may conduct an evaluation planning or eligibility meeting without the parent or adult student if the district provided meeting notice to the parent or adult student sufficiently in advance to ensure an opportunity to attend.

END OF POLICY

Legal Reference(s):

ORS 343.155
ORS 343.165
ORS 343.177
ORS 343.181

OAR 581-001-0005
OAR 581-015-2000
OAR 581-015-2030
OAR 581-015-2090
OAR 581-015-2095
OAR 581-015-2190
OAR 581-015-2195
OAR 581-015-2305
OAR 581-015-2310
OAR 581-015-2325
OAR 581-015-2330
OAR 581-015-2345
OAR 581-015-2360
OAR 581-015-2385

Assistance to States for the Education of Children with Disabilities, 34 C.F.R. §§ 300.300, 300.500 to -300.505, 300.515, 300.517 (2008).

Corrected 2/15/23

Code: IGBAG-AR
Revised/Reviewed: 2/11/10; 12/08/10; 5/14/14; 6/13/18
Orig. Code: IGBAG-AR

Special Education - Procedural Safeguards**

1. Procedural Safeguards

   a. The district provides procedural safeguards to:

      (1) Parents, guardians (unless the guardian is a state agency) or persons in parental relationship to the student;
      (2) Surrogate parents; and
      (3) Students who have reached the age of 18, the age of majority~~,~~ or are considered emancipated under Oregon law and to whom rights have transferred by statute, identified as adult students (called "eligible students").

   b. The district gives parents a copy of the ~~*Notice of*~~ *Procedural Safeguards Notice*, published by the Oregon Department of Education (ODE):

      (1) At least once a year;~~ and~~
      (2) At the first referral or parental request for evaluation to determine eligibility for special education services;
      (3) When the parent (or adult student) requests a copy; and
      (4) To the parent and the student one year before the student's 18th birthday or upon learning that the student is emancipated.

   c. The ~~*Notice of*~~ *Procedural Safeguards Notice* is:

      (1) Provided written in the native language or other communication of the parents (unless it is clearly not feasible to do so) and in language clearly understandable to the public.
      (2) If the native language or other mode of communication of the parent is not a written language, the district takes steps to ensure that:

         (a) The notice is translated orally or by other means to the parent in their~~his/her~~ native language or other mode of communication;
         (b) The parent understands the content of the notice; and
         (c) There is written evidence that the district has met these requirements.

2. Content of Procedural Safeguards Notice

   The procedural safeguards notice includes all of the content provided in the ~~*Notice of*~~ *Procedural Safeguards Notice* published by ODE~~the Oregon Department of Education~~.

3. Parent or Adult Student Meeting Participation

a. The district provides parents or adult students an opportunity to participate in meetings with respect to the identification, evaluation, individualized education program (IEP) and educational placement of the student, and the provision of a free appropriate public education (FAPE) to the student.

b. The district provides parents or adult students written notice of any meeting sufficiently in advance to ensure an opportunity to attend. The written notice:

(1) States the purpose, time and place of the meeting and who is invited to attend;
(2) Advises that parents or adult students may invite other individuals who they believe have knowledge or special expertise regarding the student;
(3) Advises the parents or adult student that the team may proceed with the meeting even if they are not in attendance;
(4) Advises the parent or adult students who to contact before the meeting to provide information if they are unable to attend; and
(5) Indicates if one of the meeting's purposes is to consider transition services or transition service needs. If so:

(a) Indicates that the student will be invited; and
(b) Identifies any agencies invited to send a representative.

c. The district takes steps to ensure that one or both of the parents of a student with a disability are present at each IEP or placement meeting or are afforded the opportunity to participate, including:

(1) Notifying parents of the meeting early enough to ensure that they will have an opportunity to attend; and
(2) Scheduling the meeting at a mutually agreed on time and place.

d. If neither parent can participate, the district will use other methods to ensure participation, including, but not limited to, individual or conference phone calls or home visits.

e. The district may conduct an evaluation planning or eligibility meeting without the parent or adult student if the district provided meeting notice to the parent or adult student sufficiently in advance to ensure an opportunity to attend.

f. The district may conduct an IEP or placement meeting without the parent or adult student if the district is unable to convince the parents or adult students that they should participate. Attempts to convince the parent to participate will be considered sufficient if the district:

(1) Communicates directly with the parent or adult student and arranges a mutually agreeable time and place and sends written notice to confirm the arrangement; or
(2) Proposes a time and place in the written notice stating that a different time and place might be requested and confirms that the notice was received.

g. If the district proceeds with an IEP meeting without a parent or adult student, the district must have a record of its attempts to arrange a mutually agreed upon time and place such as:

(1) Detailed records of telephone calls made or attempted and the results of those calls;
(2) Copies of correspondence sent to the parents and any responses received; and

(3) Detailed records of visits made to the parents' home or place of employment and the results of those visits.

h. The district takes whatever action is necessary to ensure that the parent or adult student understands the proceedings at a meeting, including arranging for an interpreter for parents or adult students who are deaf or whose native language is other than English.

i. After the transfer of rights to an adult student at the age of majority, the district provides written notice of meetings to the adult student and parent, if the parent can be reasonably located. After the transfer of rights to an adult student at the age of majority, a parent receiving notice of an IEP meeting is not entitled to attend the meeting unless invited by the adult student or the district.

j. An IEP meeting does not include:

(1) Informal or unscheduled conversations involving district personnel;
(2) Conversations on issues such as teaching methodology, lesson plans or coordination of service provision if those issues are not addressed in the student's IEP; or
(3) Preparatory activities that district or public personnel engage in to develop a proposal or response to a parent proposal that will be discussed at a later meeting.

4. Surrogate Parents

a. The district protects the rights of a student with a disability, or suspected of having a disability, by appointing a surrogate parent when:

(1) The parent cannot be identified or located after reasonable efforts;
(2) The student is a ward of the state or an unaccompanied homeless youth and there is reasonable cause to believe that the student has a disability, and there is no foster parent or other person available who can act as the parent of the student; or
(3) The parent or adult student requests the appointment of a surrogate parent.

b. The district secures nominations of persons to serve as surrogates. The district appoints surrogates within 30 days of a determination that the student needs a surrogate, unless a surrogate has already been appointed by juvenile court.

c. The district will only appoint a surrogate who:

(1) Is not an employee of the district or ODE~~the Oregon Department of Education~~;
(2) Is not an employee of any other agency involved in the education or care of the student;
(3) Is free of any personal or professional interest that would interfere with representing the student's special education interests; and
(4) Has the necessary knowledge and skills that ensure adequate representation of the student in special education decisions. The district will provide training, as necessary, to ensure that surrogate parents have the requisite knowledge.

d. The district provides all special education rights and procedural safeguards to appointed surrogate parents.

e. A surrogate will not be considered an employee of the district solely on the basis that the surrogate is compensated from public funds.

f. The duties of the surrogate parent are to:

(1) Protect the special education rights of the student;

(2) Be acquainted with the student's disability and the student's special education needs;
(3) Represent the student in all matters relating to the identification, evaluation, IEP and educational placement of the student; and
(4) Represent the student in all matters relating to the provision of FAPE~~a free appropriate public education~~ to the student.

g. A parent may give written consent for a surrogate to be appointed.

(1) When a parent requests that a surrogate be appointed, the parent shall retain all parental rights to receive notice and all of the information provided to the surrogate. When the district appoints a surrogate at parent request, the district will continue to provide to the parent a copy of all notices and other information provided to the surrogate.
(2) The surrogate, alone, shall be responsible for all matters relating to the special education of the student. The district will treat the surrogate as the parent unless and until the parent revokes consent for the surrogate's appointment.
(3) If a parent gives written consent for a surrogate to be appointed, the parent may revoke consent at any time by providing a written request to revoke the surrogate's appointment.~~;~~

h. An adult student to whom rights have transferred at age of majority may give written consent for a surrogate to be appointed. When an adult student requests that a surrogate be appointed, the student shall retain all rights to receive notice and all of the information provided to the surrogate. The surrogate, alone, shall be responsible for all matters relating to the special education of the student. The district will treat the surrogate as the adult student unless and until the adult student revokes consent for the surrogate's appointment. If an adult student gives written consent for a surrogate to be appointed, the adult student may revoke consent at any time by providing a written request to revoke the surrogate's appointment.

i. The district may change or terminate the appointment of a surrogate when:

(1) The person appointed as surrogate is no longer willing to serve;
(2) Rights transfer to the adult student or the student graduates with a regular diploma;~~ or modified diploma;~~
(3) The student is no longer eligible for special education services;
(4) The legal guardianship of the student is transferred to a person who is able to carry out the role of the parent;
(5) A foster parent or other person is identified who can carry out the role of parent;
(6) The parent, who previously could not be identified or located, is now identified or located;
(7) The appointed surrogate is no longer eligible;
(8) The student moves to another district; or
(9) The student is no longer a ward of the state or unaccompanied homeless youth.

j. The district will not appoint a surrogate solely because the parent or student to whom rights have transferred is uncooperative or unresponsive to the special education needs of the student.

5. Transfer of Rights at Age of Majority

a. When a student with a disability reaches the age of majority, marries or is emancipated, rights previously accorded to the student's parents under the special education laws, transfer to the

student. A student for whom rights have transferred is considered an "adult student" under OAR 581-015-2000(1).

b. The district provides notice to the student and the parent that rights (accorded by statute) will transfer at the age of majority. This notice is provided at an IEP meeting and documented on the IEP:

(1) At least one year before the student's 18th birthday;
(2) More than one year before the student's 18th birthday, if the student's IEP team determines that earlier notice will aid transition; or
(3) Upon actual knowledge that within a year the student will likely marry or become emancipated before age 18.

c. The district provides written notice to the student and to the parent at the time of the transfer.

d. These requirements apply to all students, including students who are incarcerated in a state or local adult or juvenile correctional facility or jail.

e. After transfer of rights to the student, the district provides any written prior notices and written notices of meetings required by the special education laws to the adult student and to the parent if the parent can be reasonably located.

f. After rights have transferred to the student, receipt of notice of an IEP meeting does not entitle the parent to attend the meeting unless invited by the student or the district.

g. To promote self-determination and independence, the district shall provide the student and the student's parents with information and training resources regarding supported decision-making as a less restrictive alternative to guardianship, and with information and resources regarding strategies to remain engaged in the student's secondary education and post-school outcomes. The district shall provide this information at each IEP meeting that includes discussion of post-secondary goals and transition services.

6. Prior Written Notice

a. The district provides prior written notice to the parent of a student, or student, within a reasonable period of time, before the district:

(1) Proposes to initiate or change, the identification, evaluation or educational placement of the student, or the provision of a FAPE~~free appropriate public education~~ to the child; or
(2) Refuses to initiate or change the identification, evaluation or educational placement of the~~a~~ student, or the provision of a FAPE to the child.

b. The content of the prior written notice will include:

(1) A description of the action proposed or refused by the district;
(2) An explanation of why the district proposed or refused to take the action;
(3) A description of each evaluation procedure, test, assessment, record or report used as a basis for the proposal or refusal;
(4) A statement that the parents of a student with a disability have procedural safeguards and, if this notice is not an initial referral for evaluation, how a copy of the ~~*Notice of Procedural Safeguards*~~ *Notice* may be obtained;
(5) Sources for parents to contact to obtain assistance in understanding their procedural safeguards;
(6) A description of other options the IEP team considered and the reasons why those options were rejected; and

(7) A description of other factors that are relevant to the agency's proposal or refusal.

c. The prior written notice is:

(1) Written in language understandable to the general public; and
(2) Provided in the native language of the parent or other mode of communication used by the parent, unless it is clearly not feasible to do so;
(3) If the native language or other mode of communication of the parent is not a written language, the district shall take steps to ensure that:

(a) The notice is translated orally or by other means to the parent in the parent's native language or other mode of communication;
(b) The parent understands the content of the notice; and
(c) There is written evidence that the requirements of this rule have been met.

7. Consent[1] – Initial Evaluation

a. The district provides notice and obtains informed written consent from the parent or adult student before conducting an initial evaluation to determine whether a student has a disability (as defined by Oregon law) and needs special education. Consent for initial evaluation is not consent for the district to provide special education and related services.
b. The district makes reasonable efforts to obtain informed consent from a parent for an initial evaluation to determine a child's eligibility for special education services. If a parent does not provide consent for an initial evaluation or does not respond to a request for consent for an initial evaluation, the district may, but is not required to, pursue the initial evaluation of the child through mediation or due process hearing procedures. The district does not violate its child find obligations if it declines to pursue the evaluation using these procedures.

8. Consent – Initial Provision of Special Education Services

a. The district provides notice and obtains informed written consent from the parent or adult student before the initial provision of special education and related services to the student.
b. The district makes reasonable efforts to obtain informed consent, but if a parent or adult student does not respond or refuses consent for initial provision of special education and related services, the district does not convene an IEP meeting, develop an IEP or seek to provide special education and related services through mediation or due process hearing procedures. The district will not be considered to be in violation of the requirement to make FAPE available to the student under these circumstances. The district stands ready to serve the student if the parent or adult student later consents.

[1] "Consent" means that the parent or adult student: a) has been fully informed, in their~~his/her~~ native language or other mode of communication, of all information relevant to the activity for which consent is sought; and b) understands and agrees in writing to the carrying out of the activity for which their~~his/her~~ consent is sought. Consent is voluntary on~~of~~ the part of the parent and meeting the requirements of consent provision for OAR 581-015-2090, IDEA and Family Education Rights and Privacy Act (FERPA).

9. Consent – Re-evaluation

   a. The district obtains informed parent consent before conducting any re-evaluation of a child with a disability, except:

      (1) The district does not need written consent for a re-evaluation if the parent does not respond after reasonable efforts to obtain informed consent. However, the district does not conduct individual intelligence tests or tests of personality without consent.
      (2) If a parent refuses to consent to the re-evaluation, the district may, but is not required to, pursue the re-evaluation by using mediation or due process hearing procedures.

   b. A parent or adult student may revoke consent at any time before the completion of the activity for which they have given consent. If a parent or adult student revokes consent, that revocation is not retroactive.

10. Consent – Other Requirements

   a. The district documents its reasonable efforts to obtain parent consent, such as phone calls, letters and meeting notes.
   b. If a parent of a student who is home schooled or enrolled by the parents in a private school does not provide consent for the initial evaluation or the re-evaluation, or if the parent does not respond to a request for consent, the district:

      (1) Does not use mediation or due process hearing procedures to seek consent; and
      (2) Does not consider the child as eligible for special education services.

   c. If a parent or adult student refuses consent for one service or activity, the district does not use this refusal to deny the parent or child any other service, benefit or activity, except as specified by these rules and procedures.
   d. If, at any time subsequent to the initial provision of special and related services, the parent of a child revokes consent in writing for the continued provision of special education and related services, the district:

      (1) May not continue to provide special education and related services to the child, but must provide prior written notice before ceasing the provision of special education and related services;
      (2) May not use mediation or due process procedures to obtain an agreement or ruling that the services may be provided to the child;
      (3) The district will not be considered to be in violation of the requirement to make FAPE available to the child because of the failure to provide the child with further special education and related services; and
      (4) The district is not required to convene an IEP team meeting or develop an IEP for the child for further provision of special education or related services.

11. Exceptions to Consent

   a. The district does not need written parent or adult student consent before:

      (1) Reviewing existing data as part of an evaluation or re-evaluation;

(2) Administering a test or other evaluation administered to all students without consent unless, before administration of that test or evaluation, consent is required of parents of all students;
(3) Conducting evaluations, tests, procedures or instruments that are identified on the student's individualized education program (IEP) as a measure for determining progress; or
(4) Conducting a screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation.

b. The district does not need written parent consent to conduct an initial special education evaluation of a student who is a ward of the state and not living with the parent if:

(1) Despite reasonable efforts to do so, the district has not been able to find the parent;
(2) The parent's rights have been terminated in accordance with state law; or
(3) The rights of the parent to make educational decisions have been subrogated by a judge in accordance with state law and consent for an initial evaluation has been given by an individual appointed by the judge to represent the child.

c. The district does not need written parental consent if an administrative law judge (ALJ) determines that the evaluation or re-evaluation is necessary to ensure that the student is provided with a free appropriate public education.

12. Independent Educational Evaluations (IEE)

a. A parent of a student with a disability has a right to an independent educational evaluation at public expense if the parent disagrees with an evaluation obtained by the district.
b. If a parent requests an independent educational evaluation at public expense, the district provides information to parents about where an independent educational evaluation may be obtained, and the district criteria applicable for independent educational evaluations.
c. If a parent requests an independent educational evaluation at public expense, the district, without unnecessary delay, either:

(1) Initiates a due process hearing to show that its evaluation is appropriate; or
(2) Ensures that an independent educational evaluation is provided at public expense unless the district demonstrates in a hearing that the evaluation obtained by the parent did not meet district criteria.

d. The district criteria for independent educational evaluations are the same as for district evaluations including, but not limited to, location, examiner qualifications and cost.

(1) Criteria established by the district do not preclude the parent's access to an independent educational evaluation.
(2) The district provides the parents the opportunity to demonstrate the unique circumstances justifying an IEE that does not meet the district's criteria.
(3) A parent may be limited to one independent educational evaluation at public expense each time the district conducts an evaluation with which the parent disagrees.

e. If a parent requests an independent educational evaluation, the district may ask why the parent disagrees with the public evaluation. The parent may, but is not required to provide an explanation. The district may not:

(1) Unreasonably delay either providing the independent educational evaluation at public expense or initiating a due process hearing to defend the public evaluation;
(2) Except for the criteria listed above in c., impose conditions or timelines related to obtaining an IEE at public expense.

f. The district considers an independent educational evaluation submitted by the parent, in any decision made with respect to the provision of a free appropriate public education to the student, if the submitted independent evaluation meets district criteria.

13. Dispute Resolution – Mediation

a. The district or parent may request mediation from ODE for any special education matter, including before the filing of a complaint or due process hearing request.
b. The district acknowledges that:

(1) Mediation must be voluntary on the part of the parties, must be conducted by a qualified and impartial mediator who is trained in effective mediation techniques and may not be used to deny or delay a parent's right to a due process hearing or filing a complaint.
(2) Each mediation session must be scheduled in a timely manner and must be held in a location that is convenient to the parties to the dispute.
(3) An agreement reached by the parties to the dispute in the mediation process must be set forth in a legally binding written mediation agreement that:

(a) States the terms of the agreement;
(b) States that all discussions that occurred during the mediation process remain confidential and may not be used as evidence in any subsequent due process hearing or civil proceeding; and
(c) Is signed by the parent and a representative of the district who has the authority to bind the district to the mediation agreement.

(4) Mediation communication is not confidential if it relates to child or elder abuse and is made to a person who is required to report abuse, or threats of physical harm, or professional conduct affecting licensure.
(5) The mediation agreement is enforceable in any state court of competent jurisdiction or in a district court of the United States.

14. Dispute Resolution – Complaint Investigation

a. Any organization or person may file a signed, written complaint with the State Superintendent of Public Instruction alleging that a district or education service district (ESD) is violating or has violated the Individuals with Disabilities Education Act (IDEA) or associated regulations within one year before the date of the complaint. Upon receiving a parent complaint, the ODE~~Oregon Department of Education (ODE)~~ forwards the complaint to the district or ESD along with a request for a district response to the allegations in the complaint.
b. Upon receiving a request for response from ODE, the district responds to the allegations and furnishes any requested information or documents within 10 business days.

c. The district sends a copy of the response to the complainant. If ODE decides to conduct an on-site investigation, district personnel participate in interviews and provide additional documents as needed.
d. The district and the complainant may attempt to resolve a disagreement that led to a complaint through mediation. If they decide against mediation, or if mediation fails to produce an agreement, ODE will pursue the complaint investigation.
e. If ODE substantiates some or all of the allegations in a complaint, it will order corrective action. The district satisfies its corrective action obligations in a timely manner.
f. If the district disagrees with the findings and conclusions in a complaint final order, it may seek reconsideration by ODE or judicial review in county circuit court.

15. Due Process Hearing Requests

a. The district acknowledges that parents may request a due process hearing if they disagree with a district proposal or refusal relating to the identification, evaluation, educational placement or provision of a free appropriate education to a student who may have a disability and be eligible for special education.
b. The district may request a due process hearing regarding the identification, evaluation, educational placement or provision of a free appropriate education to a student who may have a disability and be eligible for special education.
c. When requesting a due process hearing, the district or the attorney representing the district provides notice to the parent and to ODE.
d. The party, including the district, that did not file the hearing request must, within 10 days of receiving the request for a hearing, send to the other party a response that specifically addresses the issues raised in the hearing request.
e. If the parent had not yet received prior written notice of the district's proposal or refusal, the district, within 10 days of receiving the hearing request for a due process hearing, sends to the parent a response that includes:

(1) An explanation of why the district proposed or refused to take the action raised in the hearing request;
(2) A description of other options that the district considered and the reasons why those options were rejected;
(3) A description of each evaluation procedure, assessment, record or report the district used as the basis for the proposed or refused action; and
(4) A description of the factors relevant to the district's proposal or refusal.

16. Resolution Session

a. Within 15 days of receiving a due process hearing request, the district will hold a resolution session with the parents and the relevant members of the IEP team who have specific knowledge of the facts identified in the due process hearing request.
b. This meeting will include a representative of the district who has decision-making authority for the district.

(1) The district will not include an attorney unless the parent brings an attorney.
(2) The district will provide the parent with an opportunity for the parent to discuss the hearing request and related facts so that the district has an opportunity to resolve the dispute.

(3) The district and parent may agree in writing to waive the resolution meeting. If so, the 45-day hearing timeline will begin the next business day, unless the district and parent agree to try mediation in lieu of the resolution session.

17. Time Limitations and Exception

a. A parent must request a due process hearing within two years after the date of the district act or omission that gives rise to the parent's hearing request.
b. This timeline does not apply to a parent if the district withheld relevant information from the parent or incorrectly informed the parent that it had resolved the problem that led the parent's hearing request.

18. Hearing Costs

a. The district reimburses ODE~~the Oregon Department of Education (ODE)~~ for costs related to conducting the hearing, including pre-hearing conferences, scheduling arrangement and other related matters.
b. The district provides the parent with a written or, at the option of the parent, an electronic verbatim recording of the hearing, within a reasonable time of the close of the hearing.
c. The district does not use IDEA funds to pay attorney's fees or other hearing costs.

19. Discipline and Placement in Interim Alternative Setting

See Board policy JGDA~~/JGEA~~ - Discipline of Students with Disabilities.

Corrected 2/15/23

Code: IGBAH
Adopted: 2/11/10
Revised/Readopted: 12/08/10; 3/13/13; 6/13/18
Orig. Code: IGBAH

Special Education - Evaluation Procedures

Consistent with its child find and parent consent obligations, the district responds promptly to requests initiated by a parent or public agency for an initial evaluation to determine if a child is a child with a disability.

A full and individual evaluation of a student's educational needs that meets the criteria established in the Oregon Administrative Rules will be conducted before determining eligibility and before the initial provision of special education and related services to a student with a disability. The district implements an ongoing system to locate, identify and evaluate all children birth to 21 residing within its jurisdiction who have disabilities and need early intervention, early childhood special education or special education services.

The district identifies all children with disabilities, regardless of the severity of their disabilities, including children who are:

1. Highly mobile, such as migrant and homeless children;

2. Wards of the state;

3. Native American[1] ~~Indian~~ preschool children living on reservations;

4. Suspected of having a disability even though they are advancing ~~advance~~ from grade to grade;

5. Home schooled;

6. Resident and nonresident students, including residents of other states, attending ~~a~~ private school (religious or secular) located within the boundaries of the district;

7. Attending a public charter school located in the district;

8. Below the age of compulsory school attendance who are not enrolled in a public or private school program; and ~~; or~~

9. Above the age of compulsory school attendance who have not graduated from high school with a regular high school ~~or modified~~ diploma and have not completed the school year in which they reach their 21st birthday.

The district is responsible for evaluating and determining eligibility for special education services for school-age children. The district is responsible for evaluating children who may be eligible for early intervention/early childhood special education ~~Early Intervention/Early Childhood Special Education~~

[1] The Individuals with Disabilities Education Act uses the term "Indian".

(EI/ECSE) services. The district's designated referral and evaluation agency is responsible for determining eligibility.

Before conducting any evaluation or re-evaluation, the district:

1. Plans the evaluation with a group that includes the parent(s);

2. Provides prior written notice to the parent(s) that describes any proposed evaluation procedures the agency proposes to conduct as a result of the evaluation planning process; and

3. Obtains informed written consent for evaluation.

The district conducts a comprehensive evaluation or re-evaluation before:

1. Determining that a child has a disability;

2. Determining that a child continues to have a disability;

3. Changing the child's eligibility;

4. Providing special education and related services;

5. Terminating the child's eligibility for special education, unless the termination is due to graduation from high school with a regular diploma or ~~modified diploma or~~ exceeding the age of eligibility for a free appropriate public education.

Upon completion of the evaluation, the district provides the parent or eligible child a copy of the evaluation report at no cost. The evaluation report describes and explains the results of the evaluation. Upon completion of the eligibility determination, the district provides the parent or eligible child documentation of eligibility determination at no cost.

The district ensures that assessments and other evaluation materials, including those tailored to assess specific areas of education need, used to assess a child are:

1. Selected~~Are selected~~ and administered so as not to be racially or culturally discriminatory;

2. Provided~~Are provided~~ and administered in the child's native language or other mode of communication and form most likely to yield accurate information on what the child knows and can do academically, developmentally, and functionally unless it is clearly not feasible to do so;

3. Used~~Are used~~ for purposes for which assessments or measures are valid and reliable;

4. Administered~~Are administered~~ by trained and knowledgeable personnel; and

5. Administered~~Are administered~~ in accordance with any instructions provided by the producer of such assessments.

Materials and procedures used to assess a child with limited English proficiency are selected and administered to ensure that they measure the extent to which the child has a disability and needs special education, rather than measuring the child's English language skills.

A student must meet the eligibility criteria established in the Oregon Administrative Rules.

The district conducts re-evaluations:

1. When the educational or related service~~services~~ needs, including improved academic achievement and functional performance of the children, warrant a re-evaluation;

2. When the child's parents or teacher requests a re-evaluation; and

3. At least every three years, unless that parent and the district agree that a re-evaluation is unnecessary.

The district does not conduct re-evaluation more than once a year, unless the parent and district agree otherwise.

If a parent has previously revoked consent for special education and related services and subsequently requests special education and related services, the district will conduct an initial evaluation of the student to determine eligibility for special education.

END OF POLICY

Legal Reference(s):

ORS 343.155
ORS 343.157
ORS 343.164
OAR 581-015-2000
OAR 581-015-2095
OAR 581-015-2105 - 2190

Assistance to States for the Education of Children with Disabilities, 34 C.F.R. §§ 300.300, 300.530-300.534, 300.540-300.543, 300.7 (2017).

Corrected 2/15/23

Code: IGBAH-AR
Revised/Reviewed: 2/11/10; 12/08/10
Orig. Code: IGBAH-AR

Special Education - Evaluation and Eligibility Procedures**

1. Request for Initial Evaluation

    a. Consistent with its child find and parent consent obligations, the district responds promptly to requests initiated by a parent or public agency for an initial evaluation to determine if a child is a child with a disability.
    b. Upon receiving a request from a parent or public agency for an initial evaluation, the district designates a team to determine whether an initial evaluation will be conducted.

        (1) The district team includes the parent and at least two professionals, at least one of whom is a specialist knowledgeable and experienced in the evaluation and education of children with disabilities.

            (a) The team may make the decision to evaluate with or without a meeting.
            (b) The district documents team members' input, including parents, whether or not the district convenes a meeting.

    c. If a meeting is held, the district invites parents to participate.
    d. If the district agency refuses an evaluation requested by the parent, the district provides the parent with prior written notice of its refusal to conduct an evaluation.
    e. The district acknowledges the parent's rights to challenge its refusal to conduct an evaluation.

2. The initial evaluation consists of procedures:

    a. To determine if the child has a disability; and
    b. To identify the child's educational needs.

3. The district conducts the initial evaluation within 60 school days of receiving parental consent for evaluation unless:

    a. The district and the parents agree in writing to extend the timeline for an evaluation to determine eligibility for specific learning disabilities;
    b. The child moves from another district during the evaluation, the district is making sufficient progress to ensure a prompt completion of the evaluation, and the parent and the district agree in writing to a specific time when the evaluation will be completed; or
    c. The parent repeatedly fails or refuses to produce the child for evaluation.

4. Re-evaluation

    a. The district conducts re-evaluations:

        (1) When the educational or related services needs, including improved academic achievement and functional performance of the child, warrant an evaluation;
        (2) When the child's parents or teacher request a re-evaluation; and

(3) At least every three years, unless that parent and the district agree that a re-evaluation is unnecessary.

b. The district does not conduct re-evaluation more than once a year~~,~~ unless the parent and district agree otherwise.

5. Evaluation Planning

a. As part of ~~The district, or designated referral and evaluation agency for preschool children, ensures that, as part of~~ an initial evaluation (if appropriate) and as part of any re-evaluation,~~)~~, the child's individualized education program (IEP) or individualized family service plan (~~or~~ IFSP) team, including the parents and other qualified professionals~~,~~ as appropriate, must review ~~and document their review of~~ existing information~~evaluation data~~ on the child, including:

(1) Evaluations and information provided by the child's parents;
(2) Current classroom-based, local or state assessments and classroom-based observations; ~~and~~
(3) Observations by teachers and related service providers; and
(4) Medical, sensory, and health information.

b. On the basis of that review and input from the child's parents, identify what additional data if any is needed to determine:

(1) Whether the child has a disability;
(2) The child's present levels of academic achievement and related development needs;
(3) Whether the child needs, or continues to need, early intervention/early childhood special education (EI/ECSE) or special education and related services; and
(4) For re-evaluation, whether the child needs any additions or modifications to the special education and related services or, for a preschool child, any additions or modification to ECSE services:

(a) To enable the child to meet the measurable annual goals in the child's IEP or IFSP; and
(b) To participate, as appropriate, in the general education curriculum or, for preschool children, appropriate activities.

6. Evaluation Procedures

a. The district assesses the child in all areas related to the suspected disability, including, if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status and motor abilities.
b. The evaluation is sufficiently comprehensive to identify all of the child's special education and related needs, whether or not commonly linked to the disability category in which the child has been classified.
c. The evaluation includes information provided by the parent and a variety of assessment tools and strategies to gather relevant functional, developmental and academic information about the child that assist in determining:

(1) Whether the child has a disability; and
(2) The content of the child's IEP, including information related to enabling the child to be involved in and progress in the general education curriculum (or for a preschool child, to participate in appropriate activities).

d. The district ensures that assessments and other evaluation materials, including those tailored to assess specific areas of educational need, used to assess a child:

(1) Are selected and administered so as not to be discriminatory on a racial or cultural basis;
(2) Are provided and administered in the child's native language or other mode of communication and in the form most likely to yield accurate information on what the child knows and can do academically, developmentally and functionally, unless it is clearly not feasible to do so;
(3) Are used for the purposes for which the assessments or measures are valid and reliable;
(4) Are administered by trained and knowledgeable personnel; and
(5) Are administered in accordance with any instructions provided by the producer of the assessments.

e. The district selects and administers assessments to ensure that if an assessment is administered to a child with impaired sensory, manual or speaking skills, the assessment results accurately reflect the child's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the child's impaired sensory, manual or speaking skills (unless those skills are the factors that the test purports to measure).
f. The district uses technically sound instruments that may assess the relative contribution of cognitive factors and behavioral factors in addition to physical or developmental factors.
g. The district does not use any single measure of assessment as the sole criterion for determining whether a child is a child with a disability and for determining an appropriate educational program for the child.

7. Requirements if Additional Evaluation Data is not Needed to Determine Eligibility

a. If the child's IEP or IFSP team determines that no additional data is needed to determine whether or not the child is or continues to be a child with a disability, and to determine the child's educational and developmental needs, the district provides prior written notice of that decision, the reasons for it, and the right of parents to request an assessment.
b. When the IEP or IFSP team determines that no additional data is needed to determine eligibility, the district does not conduct an assessment of the child unless requested to do so by the parents.

8. Evaluation Procedures for Transfer Students

When a child with disabilities transfers from one district to another district in the same school year, the district coordinates with the previous district to complete any pending assessment as quickly as possible.

9. Eligibility Determination

a. Once evaluation is completed, the district designates an eligibility team to determine whether the child is eligible for special education services.
b. This team includes:

(1) Two or more professionals, one of whom will be knowledgeable and experienced in evaluating and teaching students with the suspected disability; and
(2) The student's parent(s).

c. For consideration of eligibility in the area of specific learning disabilities, the district eligibility team includes:

(1) A group of qualified professionals and the parent;
(2) The child's regular classroom teacher or, if the child does not have a regular classroom teacher, a regular classroom teacher qualified to teach a child of his or her age, or for a child of less than school age, a preschool teacher; and
(3) A person qualified to conduct individual diagnostic examinations of children, such as a school psychologist, speech-language pathologist or other qualified professional.

d. In interpreting evaluation data, each district team carefully considers and documents information from a variety of sources, including but not limited to, aptitude and achievement tests, teacher recommendations, physical condition, social or cultural background and adaptive behavior and all required elements of the evaluation.
e. Each eligibility team prepares a written eligibility statement that includes:

(1) Identification of the evaluation data considered in determining the child's eligibility, including the required evaluation components for the disability under consideration;
(2) A determination of whether the child meets the minimum evaluation criteria for one or more of the disability categories in Oregon Administrative Rule;
(3) A determination of whether the primary basis for the suspected disability is:

(a) A lack of appropriate instruction in reading (including the essential components of reading) or math; or
(b) Limited English proficiency.

(4) A determination of whether the child's disability has an adverse impact on the child's educational performance;
(5) A determination of whether, as a result of the disability, the child needs special education services;
(6) The signature of every team member and an indication of whether each agrees with the eligibility determination;
(7) For a child suspected of having a specific learning disability, the team's written report includes additional specific documentation as required by Oregon Administrative Rule.

f. The team does not find a child eligible as a child with a disability if the determinant factor for that eligibility decision is:

(1) Lack of appropriate instruction in reading, including the essential components of reading instruction or lack of appropriate instruction in math; or
(2) Limited English proficiency; and
(3) The child does not otherwise meet the eligibility criteria found in Oregon Administrative Rule for the category(ies) of disability under consideration.

g. The team finds a child eligible if the child has a disability and needs special education and related services, even though the child is advancing from grade to grade.
h. A child may have disabilities in more than one disability category, but the team needs to~~need only~~ find the child eligible in only one category. However, the district evaluates the child in all areas related to the suspected disability or disabilities, and the child's IEP addresses all of the child's special education needs.

Corrected 2/15/23

Code: IGBAI
Adopted: 2/11/10
Readopted: 12/08/10
Orig. Code: IGBAI

Special Education - Private Schools**

Individuals with Disabilities Education Act (IDEA)~~IDEA~~ requires special education services for two different groups of private school students: those referred or placed by the district and those enrolled by parents. The law, rules and requirements for these groups of students are vastly different. It is the policy of the district to implement differentiated procedures and services for these groups.

The district shall ensure that a student with a disability who is placed in or referred to a private school or facility by the district is provided special education and related services at no cost to the parents, is provided an education that meets the standards that apply to education provided by the district and has all of the rights of a student with a disability who is served by the district.

If a student with a disability has a free appropriate public education available to ~~him/her~~they and the parents choose to place the student in a private school, the district is not required to pay the cost of the student's education, including special education and related services, at the private school.

All parentally-placed private school students attending a private school within the district's boundaries will be included in the district's special education private school student count and the private school students for whom the district may provide services.

END OF POLICY

Legal Reference(s):

ORS 343.155

OAR 581-015-2080
OAR 581-015-2085
OAR 581-015-2265
OAR 581-015-2270
OAR 581-015-2280
OAR 581-015-2450
OAR 581-015-2455
OAR 581-015-2460
OAR 581-015-2470
OAR 581-015-2480
OAR 581-015-2515
OAR 581-021-0029

Assistance to States for the Education of Children with Disabilities, 34 C.F.R. §§ 300.221, 300.380 - 300.382 (2006).

Corrected 3/01/23

Code: IGBAI-AR
Revised/Reviewed: 2/11/10; 12/08/10
Orig. Code: IGBAI-AR

Special Education - Private Schools

Approved Private Schools

1. Obligations of the district:

   a. The district ensures that parents are included in any decision about their child's evaluation, eligibility, placement or provision of services.
   b. If the district refers a student with a disability to, or places such a student in, a private school or facility as a means of providing special education and related services, the district ensures that the student receives an education that meets the standards of the state in a private preschool, school or facility approved by the Oregon Department of Education (ODE) to provide such education in conformance with an individualized education program (IEP), and at no cost to the parents, and has all the rights of a student with a disability who is served by the district.
   c. Before placing a student with a disability in an approved private school or preschool, the district ensures that the program has current ODE~~Oregon Department of Education~~ approval to provide special education and related services.
   d. The district or public agency fulfills all federal and state requirements relating to the evaluation, the IEP/individualized family service plan (IFSP)~~IFSP~~ development and placement when determining whether to place the child in an approved private preschool or school for special education services.
   e. For each student age three through 21, the district's or public agency's placement team, including the parent, determines whether placement in an approved private school constitutes a free appropriate public education in the least restrictive environment.

      (1) When proposing to place a child with a disability in an approved private school or preschool, the district ensures that school-age students are district residents or preschool-age children are eligible to receive early intervention/early childhood special education (EI/ECSE)~~EI/ECSE~~ or special education services.
      (2) The district initiates and conducts an individualized education program team meeting that includes a representative of the approved private school. If a representative of the approved private school, or other member of the IEP/IFSP team is unable to attend the IEP/IFSP meeting, the district and the parent may agree to use alternative means of meeting participation such as individual or conference telephone calls, or video conferences.
      (3) After the district initially places a student in an approved private school, any subsequent meetings to review or revise an IEP/IFSP or placement are the responsibility of the district or public agency, unless the district or public agency requests by written agreement that the approved private school initiate and conduct meetings to review and revise the IEP or IFSP.

(4) The district may, by written agreement, request that the approved private school initiate and conduct meetings to review and revise the IEP or IFSP. Under such an agreement the district remains responsible for ensuring the private school or preschool meets:

(a) All federal and state requirements related to these meetings; and
(b) Ensures the participation of parents and the district or public agency representative.

(5) The private school or preschool may not determine or implement program changes without the participation and agreement of the parents and the district or public agency representative.

(6) The district in which the child resides provides transportation to and from the approved private school or preschool at no cost to the parent.

(7) The district or public agency terminates the placement of students in a private school or preschool if ODE~~the Oregon Department of Education~~ suspends, revokes or refuses to renew the approval of a private school or preschool.

(a) The district ensures that every student with a disability who is placed in or referred to a private school or facility by the district as a means of providing special education and related services: ~~.~~

(i) Receives education and services that constitute a free appropriate public education in the least restrictive environment at no cost to the parents;
(ii) Is provided an education that meets the standards that apply to education provided by the public agency; and
(iii) Has all of the rights of a student with a disability who is served by the public agency.

(b) The district ensures that all applicable federal and state requirements relating to the evaluation, eligibility, IEP development, placement and procedural safeguards are followed when determining whether the student will be placed in an approved private school for special education services.

(c) The district initiates and conducts an IEP meeting at which an IEP is developed based upon the needs of the student before determining placement of a student with a disability in an approved private school.

2. Out-of-State Placements for Special Education

a. The district ensures that any private educational institution located outside the state of Oregon with which it contracts to provide special education and related services to Oregon students is approved by the state educational agency of the state in which the educational institution is located. If the state does not have a formal approval process, the educational institution shall meet whatever requirements apply for private schools to serve publicly placed students in that state.

b. The district maintains documentation of such approval and makes it available to ODE~~the Oregon Department of Education (ODE)~~ upon request.

c. The district makes contractual agreements for out-of-state placements for the provision of special education and related services when, in accordance with applicable federal and state law, the district has:

(1) Developed an individualized education program;
(2) The placement team has determined that no appropriate in-state placement options are available.

3. District Responsibility for Students Enrolled by their Parents in Private Schools

a. The district provides equitable services, funded by a proportionate share of federal special education funds, for resident and nonresident students with disabilities enrolled by their parents in private schools located within district boundaries. Nonresident students include children who are residents of another state.
b. The district consults with private school officials about procedures and services and provides child find activities, evaluations, reevaluations and eligibility determinations comparable to those provided for the district's public schools.
c. The district maintains in its records and provides annually to the Oregon Department of Education, a count of the number of parentally-enrolled private school students evaluated, the number found eligible and the number to whom it provides services.

4. Consultation with Representatives of Private School Students with Disabilities

a. The district consults, in a timely and meaningful way with representatives of private schools and parents of parentally placed private school students with disabilities enrolled in private schools located within the district's boundaries.
b. Consultation includes:

(1) The child find process, including:

(a) How parentally-placed private school children with disabilities may participate equitably, as they do not have an individual entitlement to the same level of special education services as children enrolled in public schools; and in the child find process and how parents, teachers and private school officials will be informed of the process;
(b) How parents, teachers and private school officials will be informed of the process;
(c) How, where and by whom the special education and related services will be provided;
(d) The determination of the proportionate amount of federal funds available including how the amount is calculated, the proportionate share of federal funds available to serve parentally placed private school children with disabilities and how this is calculated;
(e) How services will be apportioned if funds are insufficient, and how and when these decisions will be made;
(f) A written explanation of service decisions that the district provides to officials of private schools if the district disagrees with the views of the private school officials about the services to be provided or the methods of providing these services.

c. Written affirmation and complaint:

(1) The district requests a written affirmation, signed by the administrator of each private school participating in the consultation process that a timely and meaningful consultation occurred;

(2) If private school officials do not provide this affirmation within a reasonable period of time, the district forwards its documentation of the consultation process to the ODE;~~Oregon Department of Education (ODE);~~
(3) The district maintains documentation of its consultation process;
(4) The district acknowledges the right of a private school official to submit a complaint to the ODE~~Oregon Department of Education (ODE)~~ regarding the district's implementation of these requirements. Should such a complaint occur, the district forwards to ODE appropriate documentation, including documentation of the district's consultation process.

d. The district makes the final decisions with respect to the services to be provided to eligible private school students.
e. Child Find for Parentally-Placed Private School Children~~:~~

(1) The district's child find process includes all resident and nonresident parentally placed students attending private schools located within the district's boundaries.
(2) The district provides child find activities that are similar to, and completed within a comparable time period as child find activities for students win the district's public schools.
(3) The district consults with private school representatives and parents about how to implement the child find activities and how to keep parents and private school personnel informed.
(4) The district ensures the equitable participation of parentally placed private school students in the child find process.
(5) The district does not include the cost of conducting child find activities for private school students, including individual evaluations in determining whether it has spent a proportionate share of its federal Individuals with Disabilities Education Act (IDEA)~~IDEA~~ funds on parentally placed private school students with disabilities.
(6) The district ensures an accurate count of these children is made between October 1 and December 1 of each year and uses this count in determining the amount the district spends for services in the subsequent fiscal year.

5. Provisions for serving students placed by their parents in private schools:

a. District decisions about the services that are provided to private school students with disabilities are made throughout the consultation process and in accordance with the district's plan for service of parentally-placed private school students and their services plans.
b. The services provided to private school students with disabilities are provided by personnel meeting the same standards as personnel providing service in the district program.
c. The district may provide private school students with disabilities a different amount of services than students with disabilities attending public schools in the district.
d. The district may provide services to private school students with disabilities onsite at the student's private school, including a religious school, to the extent that services can be provided in a religiously neutral setting within the private school. These services will be provided during the student's regular school day, unless stated otherwise in the student's service plan.

e. If a parent of a private school student with a disability requests an meeting from the resident district, the resident district will either:

(1) Hold an IEP meeting within a reasonable time; or
(2) Provide the parent with prior written notice of the district's refusal to hold an IEP meeting.

6. Evaluation, Reevaluation and Eligibility of Private School Students with Disabilities

a. The district conducts evaluations, reevaluations and eligibility determinations, in accordance with federal and state laws and regulations, for both resident and nonresident students enrolled by their parents in private schools located within district boundaries.
b. Eligibility for special education and related services will be determined by the district in the same manner as for public school students with disabilities.
c. The district in which the private school is located reevaluates private school students with disabilities at least every three years to determine whether the student continues to be eligible for special education, whether the student is or is not currently receiving services under a services plan.
d. If parents who enroll a student in a private school at their own expense do not provide consent for the initial evaluation or the reevaluation, or the parent fails to respond to a request to provide consent, the district does not use due process procedures to override the lack of consent. The district does not, and is not required to, consider the child as eligible for special education services in these cases.
e. If a parent refuses a reevaluation that is necessary to determine whether the student continues to be a student with a disability, and as a result the team cannot determine the student's continuing eligibility, the student will no longer be considered "eligible" and shall not be counted as a private school student with a disability for the purposes of the private school student count.
f. Following an initial determination of eligibility, and upon any subsequent determination of eligibility, the district will notify the parent in writing that the resident district will make a free appropriate public education available to the student if the student is enrolled in a district program, and conducts a meeting to develop, review or revise the students services plan.
g. If the parent does not choose to remove the child from private school to enroll in a district public school, the district initiates and conducts a meeting to develop, review or revise the student's services plan, consistent with the procedures for IEP meetings and timeline and in light of the service provision the district has determined through the consultation process.
h. The district in which the private school is located does not release evaluation and eligibility determination information or other personally identifiable information to the student's resident district without written parental consent, unless parents seek enrollment in the student's resident district and the resident district requests records.

7. Services Plan

a. If a student with a disability is enrolled by a parent in a private school the district offers a services plan.
b. The district ensures that the services plan describes the specific special education and related services the district will provide to the student in light of the services that have been determined through the consultation process.

c. The district convenes individual meetings to develop, review and revise the services plan consistent with procedures for IEP team membership, parent participation and IEP content, to the extent appropriate.
d. The district ensures that a representative of the private school attends each meeting. If the representative cannot attend, the district will use other methods to ensure participation by the private school, including individual or conference telephone calls.
e. The district is not required to provide transportation from the student's home to the private school. If necessary for the student to benefit from or participate in the services provided by the district, the district must provide transportation:

(1) From the student's school or the student's home to a site other than the private school; and
(2) From the service site to the private school, or to the student's home, depending on the timing of the services.

8. Property, Equipment and Supplies

a. The district keeps title to and exercises continuing administrative control of all property, equipment and supplies that the district acquires with IDEA funds for the benefit of private school students with disabilities.
b. The district may place equipment and supplies in a private school for a period of time needed to implement the service plan of a private school student with disabilities or for child find purposes.
c. The district ensures that the equipment and supplies placed in a private school:

(1) Are used only for implementation of special education activities; and
(2) Can be removed from the private school without remodeling the private school facility.

d. The district removes equipment and supplies from a private school if:

(1) The equipment and supplies are no longer needed for special education activities, programs or services; or
(2) The district determines removal is necessary to avoid unauthorized use of the equipment and supplies.

e. The district does not use IDEA funds for repairs, minor remodeling or construction of private school facilities.

9. Separate Classes Prohibited

The district does not use IDEA funds for classes that are organized separately on the basis of school enrollment or religion of the students if:

a. The classes are at the same site; and
b. The classes include students enrolled in public school programs and students enrolled in private schools.

10. Funds and Property Not to Benefit Private Schools

    a. The district will not use IDEA funds to finance the existing level of instruction in a private school or to otherwise benefit the private school.
    b. The district will use IDEA funds to meet the special education needs of students enrolled in private schools, but not for:

        (1) The needs of a private school; or
        (2) The general needs of the students enrolled in the private school.

11. Use of School Personnel

    a. The district may use IDEA funds to make public school personnel available in other than public facilities:

        (1) To the extent necessary to implement any of the requirements related to private school students with disabilities; and
        (2) If those services are not normally provided by the private school.

    b. The district may use IDEA funds to pay for the services of an employee of a private school to provide services to private school students if:

        (1) The employee performs the services outside of his/her regular hours of duty; and
        (2) The employee performs the services under public supervision and control.

12. Federal Funds Available for Services

    a. The district calculates a proportionate share of federal funds available to provide special education and related services to private school students with disabilities using the formula specified in the IDEA.~~Individuals with Disabilities Act (IDEA).~~
    b. If the district does not expend the proportionate share of funds by the end of the fiscal year, the district obligates the remaining funds to be used in the following year.
    c. The district does not include child find expenditures in determining whether the district has met its expenditure requirements for parentally placed private school students, but may include the cost of transportation required for students to access required special education services.
    d. The district does not supplant the proportionate amount of federal funds required to be expended for parentally placed private school students.

Corrected 2/15/23

Code: IGBAJ
Adopted: 2/11/10
Revised/Readopted: 12/08/10; 3/13/13; 2/12/14; 6/13/18
Orig. Code: IGBAJ

Special Education - Free Appropriate Public Education (FAPE)**

1. The district admits all resident school -age children with disabilities and makes special education and related services available at no cost to those:

   a. Who have reached five years of age but have not yet reached 21 years of age on or before September 1 of the current school year, even if they ~~have not failed or have not been retained in a course or grade or~~ are advancing from grade to grade;
   b. Who have not graduated with a regular high school~~or modified~~ diploma;
   c. Who have been suspended or expelled in accordance with special education discipline provisions; or
   d. Who reach age 21 before the end of the school year. These students remain eligible until the end of the school year in which they reach 21.

2. The district determines residency in accordance with Oregon law.

3. The district takes steps to ensure that its children with disabilities have available to them the variety of educational programs and services available to nondisabled children in the area served by the district and provides a continuum of services to meet the individual special education needs of all resident children with disabilities, and children with disabilities who are enrolled in public charter schools located in the district.

4. The district may, but is not required to, provide special education and related services to a student who has graduated with a regular ~~or modified~~ diploma.

5. State law prohibits the district from recommending to parents, or requiring a child to obtain, a prescription for medication to affect or alter thought processes, mood or behavior as a condition of attending school, receiving an evaluation to determine eligibility for early childhood special education or special education, or receiving special education services.

6. If the individualized education program (IEP)~~IEP~~ team determines that placement in a public or private residential program is necessary to provide FAPE, the program, including nonmedical care and room and board, must be at no cost to the parents of the child.

7. If a parent revokes consent for a student receiving special education and related services, the district will not be considered to be in violation of the requirement to make FAPE available to the student because of the failure to provide the student with further special education and related services.

END OF POLICY

Legal Reference(s):

ORS 338.165
ORS 339.115
ORS 343.085
ORS 343.224

OAR 581-015-2020
OAR 581-015-2035
OAR 581-015-2040 - 2065
OAR 581-015-2050
OAR 581-015-2075

OAR 581-015-2530
OAR 581-015-2600
OAR 581-015-2605
OAR 581-021-0029

Assistance to States for the Education of Children with Disabilities, 34 C.F.R. §§ 300.17, 300.101-110, 300.113, 300.300 (2017).

Corrected 2/15/23

Code: IGBAJ-AR
Adopted: 2/11/10
Revised/Readopted: 12/08/10; 2/14/13; 8/14/13; 6/13/18
Orig. Code: IGBAJ-AR

Special Education - Free Appropriate Public Education (FAPE)**

1. FAPE and Age Ranges

   The district provides special education and related services to all resident school-age students with disabilities, including students enrolled in public charter schools located in the district, as provided below:

   a. "School-age children" are children who have reached 5 years of age but have not yet reached 21 years of age on or before September 1 of the current school year.
   b. The district will admit an otherwise eligible student who has not yet reached 21 years of age on or before September 1 of the current school year.
   c. An otherwise eligible person whose 21st birthday occurs during the school year will continue to be eligible for FAPE for the remainder of the school year.
   d. The district provides FAPE to students with disabilities who have been suspended or expelled from school in accordance with the special education discipline rules.

2. Nonacademic Services

   a. The district provides equal opportunity for students with disabilities for participation in nonacademic and extracurricular services and activities.
   b. Nonacademic and extracurricular services and activities may include meals, recess periods, counseling services, athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by the district, referrals to agencies that provide assistance to individuals with disabilities, and employment of students, including both employment by the district and assistance in making outside employment available.
   c. The district ensures that each child with a disability participates with nondisabled children in the extracurricular services and activities to the maximum extent appropriate to the needs of each individual child.

3. Graduation

   a. A student graduating with a regular high school ~~or modified~~ diploma is no longer entitled to FAPE.
   b. The district provides prior written notice in a reasonable time before a student with a disability, graduates with a regular high school ~~or modified~~ diploma.
   c. The district is not required to conduct a reevaluation before terminating eligibility due to graduation with a regular high school ~~or modified~~ diploma.
   d. Graduation with an alternative document:

      (1) The district may award an alternative document meeting the criteria of the State Board of Education alternative document to a student with a disability.
      (2) Graduation with an alternative document does not terminate eligibility, require an evaluation or require prior written notice.

e. The district may, but is not required to, provide special education and related services to a student who has graduated with a regular ~~or modified~~ diploma.

4. Incarcerated Youth

a. The district has a plan, approved by the local Board, to provide or cause to be provided, appropriate education for children placed in a local or regional correctional facility located in the district.
b. The district provides FAPE for students with disabilities ages 18 through 21, incarcerated as adults in an adult correctional facility if, in the last educational setting before their incarceration:

(1) Were identified as students eligible for special education; and
(2) Had an individualized education program (IEP).

c. The district's provisions of FAPE do~~does~~ not include:

(1) The requirements relating to participation of children with disabilities in statewide and district assessments.
(2) For students whose eligibility for services will end before their release, the requirements related to transition planning and transition service do not apply. The district makes this determination based on considerations of the sentence and eligibility for early release. Requirements relating to transition planning and transition services, with respect to the students whose eligibility will end, because of their age, before they will be eligible to be released from adult correctional facilities based on consideration of their sentence and eligibility for early release.
(3) The IEP team may modify the student's IEP or placement if the state has demonstrated a bona fide security or compelling penological interest that cannot otherwise be accommodated. Least restrictive environment requirements do not apply with respect to these modifications.
(4) The public agency responsible for the special education of students in an adult correctional facility is not required to provide notice of meetings to the parent after rights transfer to the student.

5. Residential Placement

If the IEP team determines that placement in a public or private residential program is necessary to provide FAPE to a student with a disability, the district ensures that the program, including nonmedical care and room and board, is provided at no cost to the parents of the student.

6. Physical Education

a. The district makes physical education services, specially designed if necessary, available to every child with a disability receiving FAPE, unless the school enrolls children without disabilities and does not provide physical education to children without disabilities in the same grade.
b. The district provides the opportunity to each child with a disability to participate in the regular physical education program available to nondisabled children unless the child needs specially designed physical education as prescribed in the child's IEP.
c. If specially designed physical education is included in the child's IEP, the district must provide the services directly or make arrangements for those services to be provided through other public or private programs.
d. If the child with a disability is enrolled full time in a separate facility, the district must ensure that the child receives appropriate physical education services.

7. Public Charter Schools

a. The district serves children with disabilities attending public charter schools located in the district in the same manner and in accordance with applicable laws and rules governing the district's provision of services to children with disabilities in its other schools.
b. The district shall, in consultation with the student's parent, guardian or person in parental relationship, provide FAPE to the student, in accordance with Oregon Administrative Rule (OAR)~~OAR~~ 581-015-2230(1), until the district implements the IEP from the previous district or develops, adopts and implements a new IEP that meets acceptable requirements. If the information received was in effect in a previous district in another state, the district will implement the IEP in accordance with OAR 581-015-2230(2).
c. The district provides supplementary and related services onsite at a district public charter school to the same extent to which the district has a policy or practice of providing such services on the site to its other public schools.
d. A school district in which a public charter school is located must provide Individuals with Disabilities Education Act (IDEA) funds to those public charter schools on the same basis as the school district provides those funds to other public schools in the district, including proportional distribution based on relative enrollment of children with disabilities, at the same time as funds are distributed to other public schools in the district.
e. If a child with a disability enrolls in a public charter school, the public charter school is considered the school the child would attend if not disabled. Enrollment in any public charter school is by parent choice. Enrollment in any out-of-district public charter school does not require an interdistrict transfer agreement.

When a student enrolls in a public charter school, the district in which the public charter school is located shall:

a. Provide written notification of the student's enrollment to the district in which the student resides;
b. Request, in accordance with applicable confidentially provisions in state and federal laws, the records of the student, including all information related to an individualized education program developed for the student;
c. Provide written notification to the student's parent, guardian or person in parental relationship to provide information about:

(1) The district's responsibility to identify, locate and evaluate to determine a student's need for special education and related services and to provide those special education services in the public charter school; and
(2) The methods by which the district may be contacted to answer questions or provide information related to special education and related services.

When a student no longer is enrolled in a public charter school for any reason other than graduation, the district in which the public charter school is located shall notify:

a. The district in which the student resided to provide notice:

(1) That the student no longer is enrolled in the public charter school; and
(2) That the district will provide the student education records including all information related to the student's IEP if the student seeks enrollment or services from the district in which the student resides.

b. The student's parent, guardian or person in parental relationship to provide information about:

(1) The responsibility of the school district in which the student resides to identify, locate and evaluation students and implement services;

(2) The methods by which the student's resident district may be contacted to answer questions or provide information about special education and related services; and
(3) The responsibility of the district to provide student records, including information related to the student's IEP, if the student seeks enrollment or services from another district, including the parent's resident district.

8. Recovery of Funds for Misclassified Students

The district ensures that students identified on the special education child count under Part B of the IDEA are limited to students who:

a. Meet eligibility requirements under OAR 581-015-2130 to -2180;
b. Have a current IEP that is being implemented;
c. Are receiving a FAPE;
d. Are enrolled in the district.

9. Students with Disabilities under IDEA Enrolled in Public Benefits or Insurance

A district may use the State's Medicaid or other public benefits or insurance programs in which a child participates to provide or pay for special education and related services required under IDEA, and permitted under the public benefits or insurance programs as specified below.

With regard to services required to provide FAPE to a child with disabilities under IDEA, a district:

a. May not require parents to sign up for or enroll in public benefits or insurance programs in order for their child with disabilities to receive FAPE under the IDEA, but may pay the cost that the parent otherwise would be required to pay; and
b. May not use the child's benefits under a public insurance program if that use would:

(1) Decrease available lifetime coverage or any other insurance benefit;
(2) Result in the family paying for services that would otherwise be covered by the public benefits or insurance program, and that are required for the child outside of the time the child is in school;
(3) Increase premiums or lead to the discontinuation of insurance; or
(4) Risk loss of eligibility for home and community-based waiver, based on aggregate health-related expenditures; **and**

Prior to accessing a student's or parent's public benefits or insurance for the first time, and annually thereafter, the district must provide prior written notification to the student's parents and must obtain written consent[1] that:

a. States the personally identifiable information that may be disclosed (e.g. records or information about the services that may be provided to the student);
b. States the purpose of the disclosure (e.g. billing for services under IDEA);
c. Names the agency to which the disclosure may be made (e.g. Medicaid);
d. Specifies that the parent understands and agrees that the public agency may access the parent's or student's public benefits or insurance to pay for services under IDEA;
e. Acknowledges the district may not require parents to incur an out-of-pocket expense (i.e. payment of a deductible or co-payment incurred in filing a claim for special education or related services), but may pay the cost that the parent otherwise would be required to pay; and

[1] "Consent" means that the parent or adult student a) has been fully informed, in his/her native language or other mode of communication, of all information relevant to the activity for which consent is sought and b) understands and agrees in writing to the carrying out of the activity for which his/her consent is sought. Consent is voluntary of the part of the parent and meeting the requirements of consent provision for OAR 581-015-2090, IDEA and Family Education Rights and Privacy Act (FERPA).

f. Acknowledges the district may not use the student's benefits under a public insurance program, if that use would:

(1) Decrease available lifetime coverage of any other insured benefit;
(2) Result in the family paying for services that would otherwise be covered by the public benefits or insurance program and that are required for the student outside of the time the student is in school;
(3) Increase premiums or lead to the discontinuation of insurance; or
(4) Risk loss of eligibility for home and community-based waivers, based on aggregate health-related expenditures.

10. Accessible Materials

a. Districts must ensure the timely provision of print instructional materials, including textbooks that comply with the National Instructional Materials Accessibility Standards (NIMAS) for students who are blind or print disabled.
b. Districts must ensure the timely provision of instructional materials in accessible formats to children who need instructional materials in accessible formats, including those children who are not blind or print disabled.

11. Extended School Year (ESY) services as per administrative regulations, Special Education - Individualized Education Program (IEP) - IGBAF-AR.

12. Assistive technology devices or services as per administrative regulations, Special Education - Individualized Education Program (IEP) - IGBAF-AR.

Corrected 2/15/23

Code: IGBAK
Adopted: 2/11/10
Revised/Readopted: 12/08/10; 11/08/17
Orig. Code: IGBAK

Special Education - Public Availability of State Application**

The superintendent will be responsible for ensuring that all documents relating to the district's eligibility for funds under Part B of the Individuals with Disabilities Education Act (IDEA) are available to parents of children with disabilities and to the general public for inspection, review and comment.

1. In complying with this requirement the district does not release or make public personally identifiable information.

2. Information available for public review includes, but is not limited to:

   a. How the district implements policies, procedures and programs for special education, consistent with state and federal requirements;
   b. Performance of students with disabilities on statewide assessments;
   c. Results of the state's general supervision and monitoring of district programs for special education, including the timeliness and accuracy of required data submissions;
   d. District achievement of performance targets established in the State Performance Plan (SPP);
   e. Financial information related to revenue and expenditures for students with disabilities, including but not limited to, district information about:

      (1) Identifying the excess costs of educating students with disabilities;
      (2) Maintaining the financial support for programs and services for students with disabilities (Maintenance of Effort (MOE));
      (3) Describing available schoolwide programs under Title I of the Elementary and Secondary Education Act (ESEA) or the Every Student Succeeds Act of 2015 (ESSA);
      (4) Documenting the annual district application for IDEA funds; and
      (5) Reporting of official audits, complaints and due process hearings.

   f. District dispute resolution information, including the resolution of state complaints and due process hearings.

END OF POLICY

Legal Reference(s):

State-Administered Programs, 34 C.F.R. § 76.304 (2017).
Assistance to States for the Education of Children with Disabilities, 34 C.F.R. § 34 C.F.R. 300.212 (2017).
Every Student Succeeds Act of 2015, 20 U.S.C. §§ 1413, 1418 (2012).

Corrected 2/15/23

Code: IGBAL
Adopted: 2/11/10
Readopted: 12/08/10
Orig. Code: IGBAL

Special Education - Services for Home-Schooled Students with Disabilities**

If the district receives notice that a parent intends to home school a student with a disability, the district will offer an opportunity for an individualized education program (IEP)~~IEP~~ meeting to consider providing special education and related services in conjunction with home schooling and will provide written notice to the parent that a free appropriate public education will be provided if the student enrolls in the district. This notice shall be provided annually as long as:

1. The student remains eligible for special education; and

2. The student is exempt from compulsory education as a home-schooled student; and

3. The student is not receiving special education and related services from the district.

END OF POLICY

Legal Reference(s):

ORS 339.020
ORS 339.030
ORS 339.035
ORS 343.165

OAR 581-015-2080
OAR 581-015-2130 to 2190
OAR 581-015-2210
OAR 581-015-2310

OAR 581-015-2315
OAR 581-021-0026 to -0029

Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §§ 1400-1427 (2006).

Corrected 2/15/23

Code: IGBAL-AR
Revised/Reviewed: 2/11/10; 12/08/10
Orig. Code: IGBAL-AR

Special Education - Services for Home-Schooled Students with Disabilities**

1. Home Schooling for Students with Disabilities

   a. As soon as the district learns of the parent's intent to home school or when the district is informed that a resident student with disabilities is home schooled, the district provides written notice to the parent that it stands ready to provide a free appropriate public education if the student enrolls in the district.
   b. The district offers and documents to the parent an individualized education program (IEP) meeting to consider providing special education and related services to the student with a disability in conjunction with home schooling.
   c. The~~This~~ district provides an annual written notice that it stands ready to provide a free appropriate public education if the student enrolls in the district as long as:

      (1) The student remains eligible for special education;
      (2) The student is exempt from compulsory education as a home-schooled student; and
      (3) The student is not receiving special education and related services from the district.

   d. To consider the provision of special education services, the district convenes the IEP team for a student with a disability if the IEP team determines that a free appropriate public education can be provided in conjunction with home schooling. Services may be provided in the home only to the extent that special education or related services would be provided in the home if the student was not home schooled.
   e. The district develops an IEP consistent with the requirements for IEP team meetings, IEP team membership and IEP content, with the following exceptions:

      (1) The student's parent shall be treated as both parent and regular education teacher of the student unless the parent designates another individual as the regular education teacher;
      (2) Under "extent of nonparticipation in regular education" the IEP shall state that the student is exempt from compulsory school attendance and regular education is provided through home schooling; and
      (3) The IEP will state how "satisfactory educational progress" will be determined for the student. A parent may use a privately developed plan (PDP) to determine satisfactory progress. If so, the IEP indicates that satisfactory progress will be determined by the PDP team, at parent request. If the student may enroll in a regular education class, pursuant to the district's policy for students who are home schooled, the IEP team includes a regular education teacher.

f. The district ensures that:

(1) Students with disabilities who are home schooled are reevaluated at least every three years unless waived by mutual agreement of the parent and the district, and not more than once a year unless the parent and district agree otherwise;
(2) If the team determines a specific evaluation is necessary to continue eligibility or to determine appropriate special education and related services for the student's IEP, and the parent refuses consent for such evaluation, or refuses to make the student available, the district will document to the parent that the district stands ready to conduct the evaluation when the parent gives consent or makes the student available;
(3) If the district does not have sufficient evaluation information to determine eligibility or to develop an IEP, the district is not required to complete these activities. The district will provide prior written notice if the district terminates eligibility or services under these circumstances.

2. Testing and Reporting Requirements

a. If a student with a disability is receiving IEP services from the district and the IEP includes a provision for IEP team assessment of satisfactory educational progress, the district:

(1) Completes the assessment; and
(2) Provides the parent with a copy of the results, including a summary statement indicating whether the student has made satisfactory educational progress in light of the student's age and disability.

b. If a student with a disability is receiving IEP services in a core area of instruction, the district includes the student in statewide assessments, unless an exemption is requested by the parent.

3. Child Find

a. If the district suspects that a home-schooled student has a disability, the district:

(1) Obtains parent consent for initial evaluation; and
(2) Conducts an initial evaluation and determines the student's eligibility to receive special education and related services.

b. If the student is eligible, the district notifies the parent and offers an opportunity for an IEP meeting to consider initiation of special education and related services to the student with a disability.
c. If the parent refuses consent, does not respond or refuses to make the student available, the district documents to the parent that the district stands ready to conduct the evaluation when the parent gives consent or makes the student available.

4. School Enrollment

a. If the district permits partial enrollment of home-schooled students in its regular education program, the district will permit students with disabilities to participate to the same extent as nondisabled students, if appropriate, whether or not the student is receiving IEP services from the district.

b. A student who is exempt from compulsory school attendance as a home-schooled student with a disability will continue to be considered an exempt home-schooled student by the district even though the student receives special education and related services from the district, unless these services are the equivalent of full-time enrollment in the district; or the district permits partial enrollment of home-schooled students and, pursuant to that policy, the student attends one or more regular education classes, unless partial enrollment is the equivalent of full-time enrollment in the district.

Corrected 2/15/23

Code: IGBB/~~IGBBC~~
Adopted: 8/26/20
Revised/Readopted:
Orig. Code(s): IGBB/IGBBC

Talented and Gifted Programs and/or Services**

The district~~Board~~ is committed to an educational program that recognizes, identifies and serves the unique strengths and needs of students identified as talented and gifted ~~students~~. Talented and gifted students ~~are those who have been identified as intellectually gifted and/or academically talented~~demonstrate exceptional performance when compared to applicable development or learning progressions, with consideration given to variations in student's opportunity to learn and culturally relevant indicators of ability. The ~~Board~~ district is committed to ensuring that ~~the District develops~~ policies and procedures are developed to address ethnic, racial and socio-economic disproportionality in the identification of students as talented and gifted.

The district will develop a written plan of instruction for talented and gifted students that:

1. Includes a statement of the district policy on the education of talented and gifted students (this policy);

2. Identifies and assesses special talented and gifted programs and services available in the district;

3. States goals related to providing such programs and services, including timelines for achievement;

4. Describes the programs and services intended to accomplish stated goals;

5. Describes how the district provides parents an opportunity to discuss and to provide input on programs and services for their child;

6. Describes how the district will evaluate progress of the plan; and

7. States the name and contact information for the district's talented and gifted coordinator.[1]

~~The Board directs the~~ District staff ~~to develop procedures~~will include procedures to ensure access and equity in identifying ~~intellectually~~ gifted and ~~academically~~ talented students in grades K-12. This procedure is ~~outlined~~ published in the ~~D~~district's ~~policy guide~~ *Guidelines for Identifying Students as ~~Intellectually~~ Gifted and ~~Academically~~ Talented*.

[1] For the list of complete requirements of the plan, see ORS 343.397(1).

The district may also identify and provide programs for students who demonstrate outstanding ability or potential in creative ability in using original or nontraditional methods in thinking and producing; leadership ability in motivating the performance of others in educational or noneducational settings; and/or ability in the visual or performing arts, such as dance, music or art.

The district shall submit such plan to the Oregon Department of Education (ODE) as directed.

~~The Board further directs the superintendent to develop a written plan that identifies programs or services beyond those normally offered by the regular school program. All required written course statements shall identify the academic instructional programs and services to be provided which accommodate the assessed levels and accelerated rates of learning of identified talented and gifted students.~~ The superintendent will remove any administrative barriers that may exist which restrict a student's access to appropriate services and will develop program and service options.

All policies and procedures are available on the Talented and Gifted page of the Reynolds School District website, and includes the name and contact information of the district's coordinators of special education and programs for talented and gifted. The district will annually report the name and contact information of the district's TAG coordinator to ODE.

~~The Board has established an appeal process for parents or guardians to utilize if they are dissatisfied with the programs and services recommended for their student that has been identified as talented and gifted and wish to request reconsideration. The appeal process is identified in administrative regulation *IGBBA-AR - Appeal Procedure for Talented and Gifted Student Identification and Placement*.~~

~~The Board has established a complaint procedure to utilize if a person who resides in the District, a student, or a parent or guardian of a student attending school in the District has a complaint regarding the appropriateness of programs and services provided for a student identified as talented and gifted. The complaint procedure, *IGBBC-AR - Complaints Regarding the Talented and Gifted Program*, is available at the District's administration office and on the Talented and Gifted page of the District's website.~~

Complaints regarding programs and/or services can be filed in accordance with Board policy KL – Public Complaints, beginning at Step 2. The superintendent or designee may choose to convene a committee in making a decision.

END OF POLICY

Legal Reference(s):

ORS 343.391 - 343.401
ORS 343.407 - 343.413

OAR 581-022-2325
OAR 581-022-2330

OAR 581-022-2370
OAR 581-022-2500

Corrected 2/15/23; Corrected 4/18/23

Code: IGBBA/~~IGBBD~~
Adopted: 8/26/20
Orig. Code(s): IGBBA/IGBBD

~~Identification of~~ Talented and Gifted Students – Identification, ~~and~~ Parent Notification and Participation**

In order to serve ~~intellectually gifted and academically~~ talented and gifted ("TAG") students in grades K through ~~-~~12, the district~~Board~~ directs the superintendent or designee to establish an~~a written~~ identification process which is referenced in ~~Reynolds School District Policy Guide~~the district's *Guidelines for Identifying Students as ~~Intellectually~~ Gifted and ~~Academically~~ Talented*.

This process of identification shall include at~~as~~ a minimum:

1. Use of ~~research-based best practices to identify talented and gifted students from underrepresented populations such as ethnic minorities, students with disabilities, students who are culturally and/or linguistically diverse, or economically disadvantaged~~evidenced-based practices that include a variety of tools and procedures to determine if a student demonstrates a pattern of exceptional performance and/or achievement that is relevant to the identification of TAG students under ORS 343.395.

2. Testing of all students in Grade 2 to ensure equal access to the identification process and multiple opportunities after Grade 2 for students to be considered for identification. In order to circumvent the cultural and linguistic bias of assessments with verbal and quantitative components, the District will use research-based nonverbal assessments for the identification of students in Grade 2.

~~3. A nationally standardized test of mental ability for assistance in the identification of intellectually gifted students or other such assessment as may be appropriate.~~

~~4. A nationally standardized academic achievement test of reading or mathematics or a test of total English Language Arts/Literacy or total mathematics from the statewide assessment for assistance in identifying academically talented students.~~

~~5. Behavioral, learning and/or performance information.~~

~~6.~~3. Collection and use of multiple modes and methods of qualitative and quantitative evidence to allow appropriate members of a student's identification team to make a determination about the identification and eligibility of the students for TAG services, supports and/or programs; with no single test or piece of evidence eliminating a student from eligibility.

~~7.~~4. Use of methods and practices that minimize or seek to eliminate the effects of bias in assessment and identification of students from historically underrepresented populations including, but not limited to:

   a. Students who are racially/ethnically diverse;

b. Students experiencing disability;
c. Students who are culturally and/or linguistically diverse;
d. Students experiencing poverty; and
e. Students experiencing high mobility.

~~8.~~5. Incorporate assessments, tools and procedures that will inform the development of an appropriate plan of instruction for students who are identified as TAG and describe how information from the assessments, tools and procedures used in the identification for TAG students will be used to support development of the plan of instruction.

~~9.~~6. Identify how the educational record under ORS 326.565 of the student being considered will document and reflect the record of the team's decision and the procedures and data used by the team to make the decision.

~~Identified students shall score at or above the 97th percentile on one of the above tests as per Oregon Administrative Rule (OAR) 581-022-2325. Other students who demonstrate the potential to perform at the eligibility criteria, as determined through behavioral, learning and/or performance information may be identified.~~

The district will provide professional development for staff assigned the responsibility for identification of talented and gifted students.

The identification team may use sources of evidence described in OAR 581-022-2325(3) to provide students with multiple opportunities to demonstrate a pattern or preponderance of evidence of talent or giftedness.

Academic evidence reviewed shall align to the full depth, breadth, and complexity of Oregon's content standards and benchmarks. Standardized assessments used for academic/achievement-based identification shall include technical documentation demonstrating alignment or documentation of intended use for the purpose of TAG identification. Standardized assessments used for intellectually gifted identification shall include technical documentation demonstrating alignment to research-based best practices inclusive of students from underrepresented populations.

When a student is identified for TAG, ~~T~~the ~~D~~district shall inform parents of the programs and services available to ~~identification of~~ their student and provide~~as talented and gifted. The District shall further inform parents of program or service options available and provide them~~ an opportunity for parents to provide input to, and discuss TAG instruction proposed~~to participate in selecting those programs or options most appropriate~~ for their student. The instruction provided shall be designed to accommodate the student's assessed levels of learning and accelerated rates of learning. Parents may request the withdrawal of their student from TAG at any time. Written procedures for parent notification and participation are ~~outlined~~ published in ~~Reynolds School District Policy Guide~~the district's *Guidelines for Identifying Students as ~~Intellectually~~ Gifted and ~~Academically~~ Talented.*

If a parent is dissatisfied with the identification process ~~and/~~or placement of their student, they may submit an appeal ~~the decision~~ through the accompanying administrative regulation, IGBBA-AR - Appeal Procedure for Talented and Gifted Student Identification and Placement**.

After exhausting the d~~D~~istrict's appeal procedure and receiving the district's~~a~~ final decision, a parent may appeal the decision to the Deputy~~State~~ Superintendent of Public Instruction under Oregon Administrative Rule (OAR) 581-002-0001 – 581-002-0023. The district shall provide a copy of the OARs upon request.

END OF POLICY

Legal Reference(s):

ORS 343.395
ORS 343.407
ORS 343.409
ORS 343.411
OAR 581-021-0030
OAR 581-022-2325
OAR 581-022-2330
OAR 581-022-2370
OAR 581-022-2500

Corrected 2/15/23

Code: IGBBA-AR
Revised/Reviewed: 12/08/10; 6/08/16; 8/26/20
Orig. Code: IGBBA-AR

Appeal Procedure for Talented and Gifted Student Identification and Placement**

The Board has established an appeal process for a parentparents to utilize if they are dissatisfied with the identification process and/or placement of their student in the districtDistrict program for talented and gifted (TAG) students, and wish to request reconsideration. The district'sDistrict's desire and intent isare to reach satisfactory solutions during the informal process:.

Informal Process

1. The parent(s) will contact the district's building TAG coordinator/teacher to request reconsideration.

2. The building TAG coordinator/teacher will confer or meet with the parent,(s) and may include any additional appropriate personspeople (e.g., principal, counselor, teacher, district TAG specialist, etc.), within 10 school days of the request). At this time, iInformation pertinent to the selection or placement will be shared.

3. If an agreement cannot be reached, the parent(s) may initiate the Formal Process.

Formal Process

1. A parent(s) shall submit a written request for reconsideration of the identification and/or placement of their student to the district TAG specialist within 15 working school days of the conference identified above.

2. The district TAG specialist shall acknowledge in writing the receipt of the request within 15 working school days and shall forward copies of the request and acknowledgment to Ddistrict administration.

3. The designated Ddistrict administrator, district TAG specialist, and other any additional appropriate administratorpeople (e.g., building principal, other administrators) shall review the student's file and earlier decisions within 1520 working school days of the original request presented in the previous step. Additional data may be gathered to support or change the earlier decision. The parent(s) may be provided an opportunity to present additional evidence.

4. If deemed necessary, a formal hearing will be conducted by the districtDistrict hearings officer utilizing the appropriate procedures.

5. A decision will be made by the district administrator within 1520 working school days after receiptcompletion of the written request for reconsideration from the parent.formal hearing process. The parent(s) shall be notified of the decision in writing and the decision shall be forwarded to the superintendent.

6. The decision may be appealed to the Board through Board policy KL – Public Complaints and may begin at Step 3.

7. If the parent is~~(s) are~~ still dissatisfied, the parent may file an appeal to the Deputy~~State~~ Superintendent of Public Instruction under ~~following the procedures outlined in the~~ Oregon Administrative Rules (OAR) 581-002-0001 – 581-002-0023.~~may be used.~~ The district~~District~~ shall provide a copy of the OARs~~appropriate OAR~~ upon request.

Corrected 2/15/23

Code: IGBBC-AR
Revised/Reviewed: 10/11/17; 6/13/18; 8/26/20
Orig. Code: IGBBC-AR

Complaints Regarding the Talented and Gifted Program

The following procedure will be utilized when complaints arise regarding the District's talented and gifted (TAG) programs and services:

All complaints regarding TAG will be reported to the superintendent. The complainant will be given the Talented and Gifted Standards Complaint Form which must be filled out and submitted to the superintendent's office before further consideration can be given to the complaint.

1. Upon receipt of a TAG complaint, the superintendent shall arrange for a review committee consisting of the district TAG specialist, building TAG coordinator/teacher, the program supervisor and a counselor.

2. The review committee shall meet within 15 working days of when the superintendent or designee received the written complaint and review all pertinent information. A recommendation from the review committee will be submitted to the superintendent within 20 working days of receiving the original complaint.

   The review committee may recommend that:

   a. The programs or services are appropriate; or
   b. The programs or services are not appropriate.

   The superintendent shall report the recommendations of the review committee to the Board.

3. After consideration of the recommendations, if any, issued by the review committee, the Board will make a decision, and issue a decision within 15 working days of the Board meeting.

4. The Board's decision will be final and will address each allegation in the complaint and contain reasons for the Board's decision. The Board's final decision will be issued in writing or electronic form.

If the complainant, who is a student, is a parent or guardian of a student who attends school in the District, or is a person who resides in the District, remains dissatisfied and has exhausted local procedures, an appeal may be filed with the State Superintendent of Public Instruction and is subject to the appeal procedure identified in OAR 581-002-0040. The District shall provide a copy of the appropriate OAR upon request.

The complaint procedure set out above will not be longer than 90 working days from the filing date of the original complaint with the superintendent or designee. The timelines may be extended upon written agreement between both parties.

Reynolds School District
1204 NE 201st Ave, Fairview, OR 97024

TALENTED AND GIFTED STANDARDS COMPLAINT FORM

Name _____

Address _____

Phone (Daytime) _____ (Evenings) _____

Date of Complaint _____

1. What is the nature of your complaint? _____

2. What is the district currently doing? _____

3. In your opinion, in what way is this situation a violation of state standards?

4. What do you feel the district should be doing? _____

5. Other pertinent comments _____

Signature: _____

Please return this form to the superintendent's office at the Reynolds School District Administration Building, 1204 NE 201st Ave, Fairview, OR 97024.

Code: IGBC
Adopted: 2/11/10
Revised/Readopted: 12/08/10; 11/08/17
Orig. Code: IGBC

Title IA/Parental and Family Involvement**

The Board recognizes that parental and family involvement is vital to achieve maximum educational growth for students participating in the district's Title IA program. Therefore, in compliance with federal law and the Oregon Department of Education guidelines, the district shall meet with parents and family to provide information regarding their school's participation in the Title IA program and its requirements.

The superintendent shall ensure equivalence among schools in teachers, administration and other staff, and in the provision of curriculum materials and instructional supplies.

The Board directs the superintendent to ensure that each of the district's schools participating in the Title IA program meets annually. Parents and family of participating students shall be informed of their right to be involved in the development of the district's parental and family engagement policy, overall district Title IA plan and the school-parent compacts.

In cooperation with parents and family, the district's policy, plan and compact shall be reviewed annually and updated periodically to meet the changing needs of parents and the schools, and distributed to parents of participating students in an understandable and uniform format and, to the extent practicable, in a language the parents can understand.

The superintendent shall develop administrative regulations, as necessary, to implement this policy and meet the requirements of law.

END OF POLICY

Legal Reference(s):

ORS 343.650 ORS 343.660 OAR 581-037-0005 to -0025

Every Student Succeeds Act of 2015, 20 U.S.C. §§ 6312, 6318 (2012).

Corrected 2/15/23

Code: IGBC-AR
Revised/Reviewed: 2/11/10; 12/08/10; 11/08/17
Orig. Code: IGBC-AR

Title IA/Parental and Family Involvement

A parental and family engagement policy shall be developed jointly, agreed upon with and distributed to parents of participating students. The district shall ensure:

1. Involvement of parents and family members in the joint development of the district's overall Title IA plan, and the development of support and improvement plans.

2. Coordination, technical assistance and other support necessary to assist participating schools in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance.

3. Development of activities that promote the schools' and parents' and family capacity for strong parent involvement.

4. Coordination and integration of parent and family engagement strategies with appropriate programs as provided by law.

5. Involvement of parents and family in the annual evaluation of the content and effectiveness of the policy, in improving the academic quality of schools served under Title IA.

6. Identification of barriers to participation by parents in activities who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy or are of any racial or ethnic minority.

7. Findings of annual evaluations are used to design evidence-based strategies for more effective parental involvement and to revise, if necessary, the requirements of this policy.

8. Involvement of parents in the activities of schools served under Title IA.

District Title IA Plan

The district's Title IA plan shall ensure that all children receive a high quality education and to close the achievement gaps between children meeting the challenging state academic standards and those children who are not meeting such standards. As a part of the district's overall Title IA plan, the district shall ensure effective involvement of parents and family by promoting activities that support a partnership among the schools, parents, family and the community, and that promotes the improvement of student achievement. The district Title IA plan shall describe:

1. How the district will monitor progress in meeting state academic content standards.

2. How the district will identify and address any disparities that result in low-income students and minority students being taught at higher rates than other students by ineffective, inexperienced or out-of-field teachers.

3. How the district will use effective parental involvement practices.

4. The poverty criteria to select school attendance areas for participation.

5. The services provided in both schoolwide and in targeted assisted schools, and educational services outside of those schools as appropriate (e.g., children living in local institutions or a community day school program).

6. The services provided to homeless children and youth.

7. Effective parent and family engagement strategies used by the district.

8. If applicable, how the district will support, coordinate and integrate services with early childhood education programs including transition to local elementary schools.

9. In consultation with parents, administrators, specialized instructional support personnel, how the district will select the most eligible students in need of services in targeted assisted schools.

10. How the district will implement strategies to facilitate effective transitions of students from middle school to high school, and from high school to post-secondary education.

11. How the district will support efforts to reduce the overuse of discipline practices that remove students from the classroom.

12. If appropriate, how the district supports programs that coordinate and integrate academic and career technical education, including but not limited to, work-based learning opportunities.

13. Any other information on how the district proposes to use funds to meet the purpose of the Title IA program as the district determines appropriate.

Title IA School Plan

Each Title IA school in the district shall jointly develop a plan and distribute the plan to parents and family members of participating children that:

1. Describes the convening of an annual meeting to inform parents and family members of their school's participation in Title IA and explain the requirements of Title IA.

2. Involves parents and family members in the planning, review and improvement of programs under Title IA.

3. Shall provide assistance to parents of students served by the school in understanding such topics as the State's academic standards and student academic achievement standards, Title IA plan requirements, state and local academic assessments and how to monitor a student's progress and work with educators to improve the achievement of their student.

4. Shall provide materials and training to help parents work with their student to improve their student's achievement, such as literacy training and using technology, as appropriate, to foster parental involvement.

5. Shall educate teachers, student services personnel, principals and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with and work with parents as equal partners, implement and coordinate parent programs and build ties between parents and the school.

6. Shall, to the extent feasible and appropriate, coordinate and integrate parent-involvement programs and activities with other Federal, State and local programs, including public preschool programs and other programs that encourage and support parents in fully participating in the education of their children.

7. Shall ensure, to the extent practicable, that information related to school and parent programs, meetings and other activities is sent to the parents of participating students in a format and language the parents can understand.

8. May involve parents in the development of training of teachers, principals and other educators to improve the effectiveness of such training.

9. May provide necessary literacy training from Title IA funds received if the district has exhausted all other reasonably available sources of funding for such training.

10. May pay reasonable and necessary expenses associated with local parental involvement activities, including transportation and child-care costs, to enable parents to participate in school-related activities (i.e., meetings and training sessions).

11. May train and support parents to enhance the involvement of other parents.

12. May arrange school meetings at a variety of times or conduct in-home conferences between teachers or other educators in order to maximize parental involvement and participation.

13. May establish a districtwide parent advisory council to provide advice on all matters related to parental involvement in Title IA programs.

14. May develop appropriate roles for community-based organizations and businesses in parental-involvement activities.

15. May adopt and implement model approaches to improving parental involvement.

16. Shall provide such other reasonable support for parental involvement activities consistent with Title IA requirements as parents may request.

School-Parent Compact

A school-parent compact shall be developed for each of the district's Title IA schools. The compact shall:

1. Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables students to meet the State's academic achievement standards.

2. Describe the ways in which each parent will be responsible for supporting their student's learning.

3. Address the importance of ongoing communication between teachers and parents through:

   a. Annual parent-teacher conferences at the elementary school level; and
   b. Frequent reporting to parents on their student's progress.

   The district shall provide opportunities for the participation of parents with limited English proficiency, parents with disabilities, parents of homeless students and parents of migratory students, to volunteer and participate in their student's class and observe classroom activities. Information and school reports, to the extent practicable, will be provided in a format and language parents can understand.

Corrected 2/15/23

Code: IGBHA
Adopted: 1/04/07
Revised/Readopted: 12/08/10; 10/11/17
Orig. Code: IGBHA

Alternative Education Programs**

The Board is dedicated to providing educational options for all students. It is recognized there will be students in the district whose needs and interests are best served by participation in an alternative education program.

"Alternative education program" means a school or separate class group designed to best serve students' educational needs and interests and assist students in achieving the academic standards of the school district and the state.

A list of alternative education programs will be approved by the Board annually. The superintendent may provide for the involvement of staff, parents or guardians and the community in recommending alternative education programs for Board approval, and in the development of related Board policy and an administrative regulation. Annual evaluation of alternative education programs will be made in accordance with Oregon Revised Statute (ORS) 336.655 and Oregon Administrative Rule (OAR) 581-022-2505. The superintendent will develop administrative regulations as necessary to evaluate the district's alternative education programs~~implement this requirement~~.

Alternative education programs will consist of instruction or instruction combined with counseling. These programs may be public or private. A private~~Private~~ alternative education program ~~programs~~ shall be registered with the Oregon Department of Education. Alternative education programs must meet all the requirements set forth in state law~~ORS 336.625, 336.631~~ and ~~336.637.~~rules, and federal law, as applicable.

Students, after consultation with a~~upon~~ parent or guardian~~request~~, may be placed in an alternative education program if the district determines that the placement serves the student's educational needs and interests, and assists the student in achieving district and state academic content standards. Such placement must have the approval of the student's resident district and, as appropriate, the attending district. The district will also consider and propose alternative education programs for students prior to expulsion or leaving school as required by law.

The district shall pay the actual cost of an alternative education program ~~cost~~ or an amount equal to 80 percent of the district's estimated current year's average per-student net operating expenditure, whichever is less. When contracting ~~The district will enter into a written contract~~ with a private~~district-approved~~ alternative education program, the district's contract will meet the requirements of law~~programs~~.

END OF POLICY

Legal Reference(s):

ORS 329.485
ORS 332.072
ORS 336.014
ORS 336.175
ORS 336.615 - 336.665
ORS 339.030
ORS 339.250

OAR 581-021-0045
OAR 581-021-0065
OAR 581-021-0070
OAR 581-021-0071
OAR 581-022-2320
OAR 581-022-2505
OAR 581-023-0006
OAR 581-023-0008

Corrected 2/15/23

Code: IGBHA-AR(1)
Revised/Reviewed: 1/04/07; 12/08/10
Orig. Code: IGBHA-AR(1)

Evaluation of Outside Vendor's Alternative Education Programs

Date _____

Dear Alternative Education Program Coordinator:

In accordance with Oregon Administrative Rule (OAR) 581-022-2505~~1350~~, the district is required to evaluate alternative education programs annually. Please provide the documentation required below and return to the Reynolds School District office at 1204 NE 201st AV, Fairview, Oregon, 97024 no later than April 1. Please include the program name, program coordinator and telephone number. A copy of the district's written evaluation shall be provided to the program coordinator.

Staff

1. Have criminal records checks requirements been met?

   * Provide list of individuals subject to criminal records checks and copy of Form 581-2283-M from the Oregon Department of Education (ODE).

Curriculum

1. Are students receiving instruction in the state academic content standards and earning~~to earn~~ diploma credits?

   * Attach supportive documentation including such evidence as program overview, curriculum guide, course syllabi or other material that demonstrates that program curriculum is aligned with standards.

2. Are statewide assessments~~Oregon Statewide Assessments~~ administered and the results reported annually to students, parents and the district?

   * Attach copy of summary report and sample of information reported to student, parents and the district.

3. Are students receiving, at least annually, a report of academic progress?

   * Attach copy of report used.

4. Does the program meet the physical education requirements of Oregon Revised Statute (ORS) 329.496?

* Attach the document that supports the physical education requirements.

Student Outcomes

1. Are students meeting outcomes as indicated in contract or program description?

   * Attach copy of documentation addressing student outcomes.

Discrimination

2. Does the program comply with nondiscrimination requirements of law (Program ~~– program~~ does not discriminate based on age, disability, national origin, sexual orientation, gender identity, race, color, marital status, religion~~, sexual orientation~~ or sex)?

   * Attach student enrollment/withdrawal summary based on above criteria.

Registration (Private alternative education programs only)

1. Is the program registered with the ODE~~Oregon Department of Education~~?

   * Attach copy of the~~registration application and~~ approval from ODE (including the institution identification number assigned by ODE).

Site Evaluation

1. Does the program comply with health and safety statutes and rules?

   * Attach copy of appropriate documentation, including first aid~~, and~~ emergency procedures plan, healthy and safe schools plan, radon testing plan, such as staff/student handbooks, in-service agenda, plans, fire marshal's report, safety inspection reports, etc.

Tuition and Fees (non-district programs only)

1. Does the program comply with Oregon Revised Statutes regarding tuition and fees (ORS 337.150, 339.141, 339.147, 339.155)?

   * Attach list of any fees required and explanation.

Contract

1. The program complies with any statute, rule or district policy specified in the contract with the ~~[~~non-district public or~~]~~ private alternative education program.

   * Attach as applicable.

2. Does the contract with the ~~[~~non-district public or~~]~~ private alternative education program state that noncompliance with a rule or statute may result in termination of the contract?

   * Contract on file with district and program, as applicable.

Expenditures

1. Does the programdistrict comply with Oregon Revised Statutes regarding expenditures (ORS 336.635(4 (2))?

   * Attach annual statement of expenditures.

Advertising

1. Does the program meet the advertising requirements of ORS 339.122?

* Attach a copy of the program description. Is it a virtual public school and is it advertised as such?

_____

Superintendent Dated

* Compliance indicators are intended as examples only. District may modify, as appropriate.

Corrected 3/01/23

Code: IGBHA-AR(2)
Revised/Reviewed: 12/08/10
Orig. Code: IGBHA-AR(2)

Evaluation of Outside Vendor's Alternative Education Programs - District Summary

(for district use only)

The district's ~~director of student services~~ designated administrative staff shall complete the following and file with materials submitted by the alternative education program coordinator.

Program Name _____ Date _____

Program Coordinator _____

Staff

1. ☐ Meets criteria ☐ Does not meet criteria

   Comments: _____

Curriculum

1. ☐ Meets criteria ☐ Does not meet criteria

   Comments: _____

2. ☐ Meets criteria ☐ Does not meet criteria

   Comments: _____

3. ☐ Meets criteria ☐ Does not meet criteria

   Comments: _____

Student Outcomes

1. ☐ Meets criteria ☐ Does not meet criteria

   Comments: _____

Discrimination

1. ☐ Meets criteria ☐ Does not meet criteria

Comments: _____

_____

Registration (Private alternative education programs only)

1. ☐ Meets criteria ☐ Does not meet criteria

Comments: _____

_____

Site Evaluation

1. ☐ Meets criteria ☐ Does not meet criteria

Comments: _____

_____

Tuition and Fees

1. ☐ Meets criteria ☐ Does not meet criteria

Comments: _____

_____

Contract

1. ☐ Meets criteria ☐ Does not meet criteria

Comments: _____

_____

2. ☐ Meets criteria ☐ Does not meet criteria

Comments: _____

_____

Expenditures

1. ☐ Meets criteria ☐ Does not meet criteria

Comments: _____

_____

_____

Advertising

1. ☐ Meets criteria ☐ Does not meet criteria

Comments: _____

_____

_____

District Evaluator Signature Date

Corrected 3/01/23

Code: IGBHB
Adopted: 12/08/10
Revised/Readopted: 10/11/17
Orig. Code: IGBHB

Establishment of Alternative Education Programs

The superintendent will develop alternative education program options in compliance with Oregon law.~~Administrative Rules and Oregon Revised Statutes:~~

1. For students who are unable to succeed in the regular programs because of erratic attendance or behavioral problems;

2. For students who have not met or who have exceeded all of Oregon's academic content standards;

3. When necessary to meet a student's educational needs and interests;

4. To assist students in achieving district and state academic content standards;

5. When a public or private alternative education program is not readily available or accessible.

Alternative education programs implemented by the district are to maintain learning options that are flexible with regard to environment, time, structure and pedagogy.

The examples~~Examples~~ of alternative education program options available could include:

1. A separate school;

2. Evening classes;

3. Tutorial instruction;

4. Small group instruction;

5. Large group instruction;

6. Personal growth and development instruction;

7. Counseling and guidance;

8. Computer-assisted instruction;

9. ~~Professional technical programs~~Career Technical Education ;

10. Cooperative work experience and/or supervised work experience, in accordance with the student's educational goals;

11. Instructional activities provided by institutions accredited by the Northwest Accreditation Commission;

12. Supervised community service activities performed as part of the instructional program;

13. Supervised independent study in accordance with a student's educational goals; and

14. The district's Expanded Options Program.

The superintendent or designee will develop an administrative regulation to establish~~regulations for establishing~~ alternative education programs.

END OF POLICY

Legal Reference(s):

ORS 329.485
ORS 332.072
ORS 336.175
ORS 336.615 to -336.665
ORS 339.250

ORS Chapter 340

OAR 581-021-0045
OAR 581-021-0065
OAR 581-021-0070

OAR 581-021-0071
OAR 581-022-2320
OAR 581-022-2505
OAR 581-023-0006
OAR 581-023-0008

Corrected 3/01/23

Code: IGBHB-AR
Revised/Reviewed: 12/08/10
Orig. Code: IGBHB-AR

Establishment of Alternative Education Programs

Proposals from students or parents or guardians of students for the establishment of an alternative education program shall be submitted in writing to the superintendent or designee.

"Alternative education program" means a school or separate class group designed to best serve students' educational needs and interests and assist students in achieving the academic content standards of the district and the state.

Proposals for alternative education programs shall include the following:

1. Goals;

2. Criteria for enrollment;

3. Proposed budget;

4. Staffing;

5. Location;

6. Assurance of nondiscrimination.;

7. Statement on how the program aligns with the district's strategic plan;

8. Equity-focused statement; and

9. Statement on how the program will be communicated to underserved populations of students.

Proposals must be submitted to the superintendent or designee prior to November 1 for programs to be implemented the following school year.

The superintendent or designee will establish an evaluation committee to review proposals based on district criteria. The committee shall provide a written report to the superintendent or designee by January 10 stating why the proposal should be accepted, rejected or modified.

The superintendent's recommendation to accept, reject or accept with modifications will be presented to the Board for consideration at the February board meeting. The superintendent will provide notification of the Board's final decision.

Corrected 3/01/23

Code: IGBHC
Adopted: 12/08/10
Orig. Code: IGBHC

Alternative Education Notification**

General notification of the alternative education program law and ~~,~~ the availability of existing programs ~~and the procedures to request the establishment of new alternative education programs~~ shall be included in the *Students' Rights and Responsibilities* handbook or course catalog or may be noticed by a letter to the parent or guardian ~~distributed~~ each year.

Individual notification, in accordance with law[1], to students and parents or guardians regarding the availability of alternative education programs will be given semiannually or when new programs become available under the following situations, as appropriate:

1. When two or more severe disciplinary problems occur within a three-year period (~~Severe d~~Disciplinary ~~problems~~ consequences will be ~~defined~~ outlined in the ~~code of conduct~~*Student Rights and Responsibilities*.);

2. When attendance is so erratic the student is not benefitting from the educational program (Erratic attendance will be defined on a case-by-case basis.);

3. When a student's parent or guardian or emancipated student applies for exemption from compulsory attendance on a semiannual basis;

4. When an expulsion is being considered as a disciplinary alternative ~~for reasons other than a weapons policy violation~~;

5. When a student is expelled for reasons other than a weapons policy violation.

A written~~Individual~~ notification shall be **hand delivered** or sent by certified mail. Parents or guardians shall receive individual notification prior to an actual expulsion.

The written notification~~Notification~~ shall include, but is not limited to:

1. The student's action which is the basis for consideration of alternative education;

2. A list of the alternative education programs for this student;

3. The program recommendations for the student based on~~upon~~ the student's learning styles and needs;

[1] "Notification" means written notice, by personal service or certified mail, to the parent or guardian and student as required by ORS 339.250(6). (OAR 581-021-0071(1)(b))

4. Procedures for enrolling the student in the recommended program.

The notice will be provided in a language the parents or guardians can understand.

The superintendent will develop notification procedures in accordance with Oregon Revised Statutes.

END OF POLICY

Legal Reference(s):

ORS 332.072
ORS 336.175
ORS 336.615 to -336.665
ORS 339.250

OAR 581-021-0045
OAR 581-021-0065
OAR 581-021-0070
OAR 581-021-0071

OAR 581-021-0076
OAR 581-022-2320
OAR 581-022-2505
OAR 581-023-0006
OAR 581-023-0008

Corrected 2/15/23; Corrected 3/01/23

Code: IGBHC-AR
Revised/Reviewed: 12/08/10
Orig. Code: IGBHC-AR

Alternative Education Notification

Date _____

To: Parent or Guardian of _____

From: _____

Re: Notification of Alternative Education

Your student qualifies for ~~We are notifying you of the availability of~~ alternative education ~~program for your student~~ as a result of the following student action:

_____

_____

Alternative education program(s) available for your student at this time consist of: _____

_____

Program contact information: _____

Program contact information: _____

The recommendation of district staff members for your student is: _____

_____

The ~~P~~procedures for enrolling your student in the recommended program are as follows: _____

_____

_____

_____
Signature [Principal]

Corrected 3/01/23

Code: IGBHD
Adopted: 12/08/10
Orig. Code: IGBHD

Program Exemptions**

The Board may ~~shall~~ excuse students from a state-required program or learning activity for reasons of religion, disability[1] or other reasons deemed appropriate by the district. Requests for excusal or accommodation must be in writing and must include the reasons for the request and a proposed alternative for an individualized learning activity which substitutes for the period of time exempt from the program and meets the goals of the learning activity or course being exempt. Requests may be filed by the student's parent or guardian, or by a student who is 18 years of age or older. Requests must be submitted to the teacher or building principal to gain approval. The district may use a district-appointed committee to assist in decision-making of whether a student is exempted.

~~An alternative program for credit may be provided.~~
The district will determine if credit will be granted for any alternative activity.

END OF POLICY

Legal Reference(s):

ORS 336.035(2)
ORS 336.465
ORS 336.615
ORS 336.625
ORS 336.635
OAR 581-002-0035
OAR 581-021-0009
OAR 581-021-0071
OAR 581-022-2050
OAR 581-022-2110
OAR 581-022-2505

Corrected 2/15/23; Corrected 3/01/23

[1] If the district receives a request for a disability accommodation, the district should consider its obligations under the Individuals with Disabilities in Education Act and Section 504 of the Rehabilitation Act.

Code: IGBHE
Adopted: 9/14/11
Revised/Readopted: 10/11/17; 6/13/18
Orig. Code: IGBHE

Expanded Options Program**

The Board is committed to providing additional educational options to eligible students enrolled in grades 11 and 12 to continue or complete their education, to earn concurrent high school and college credits and to gain early entry into post-secondary education. The district's Expanded Options Program (EOP) will comply with all requirements of Oregon law (ORS 340) and give priority status to "at -risk" students.

Eligible Students

Eligible students may apply to take courses at an eligible post-secondary institution through the Expanded Options Program. A student is eligible for the EOP if the student:~~he/she:~~

1. Is 16 years of age or older at the time of enrollment in a course under the EOP;

2. Is in grade 11 or 12 at the time of enrollment in a course under the EOP or has not yet completed the required credits to be in grade 11 or 12, but the district has allowed the student to participate in the program;

3. Has developed an educational learning plan;

4. Has not successfully completed the requirements for a high school diploma.~~ or a modified diploma.~~ A student who has graduated from high school may not participate; and

5. Is not an~~a foreign~~ exchange student enrolled in a school under a cultural exchange program.

Student Notification

Prior to February 15 of each year, the ~~The~~ district shall notify via the student handbook, all high school students and the parent or guardian of students of the EOP for the following school year. The district will notify a transfer high school student, or a student returning to high school after dropping out of school~~dropout~~, of the EOP if the student enrolls after the district has issued the February 15 notice. The district will notify a high school student who has officially expressed an intent to participate in the EOP, and the student's parent or guardian, of the student's eligibility status within 20 business days of the expression of intent.

It is a priority for the district to provide information about the EOP to high school students who have dropped out of school. The district shall establish a process to identify and provide those students with information about the program. The district shall send information about the program to the last-known address of the family of the student.

The notice must include the following:

1. Financial arrangements for tuition, textbooks, equipment and materials;

2. Available transportation services;

3. The effect of enrolling in the EOP on the student's ability to complete high school graduation requirements;

4. The consequences of failing or not completing a post-secondary course;

5. Notification that participation in the EOP is contingent on acceptance by an eligible post-secondary institution; and

6. District timelinestime lines affecting student eligibility and duplicate course determinations;.

~~7. Exclusion of duplicate courses as determined by the district;~~

~~8. The process for a student to appeal the district's duplicate course determination to the Superintendent of Public Instruction or the Superintendent's designee under ORS 340.030;~~

~~9.~~7. ~~Exclusion of post-secondary courses in which a student is enrolled if the student is also enrolled full time in the resident high school~~.

Enrollment Process

Prior to May 15 of each year, a student who is interested in participating in the EOP shall notify the district of the~~his/her~~ intent to enroll in eligible post-secondary courses during the following school year. A high school transfer student or a student returning to high school after dropping out of school~~dropout~~ has 20 business days from the date of enrollment to indicate interest.

The district shall review with the student and the student's parent or guardian~~,~~ the student's current status toward meeting all state and district graduation requirements and the applicability of the proposed eligible post-secondary course to the remaining graduation requirements.

A student who intends to participate in the EOP shall develop an educational learning plan in cooperation with an advisory support team. An advisory support team may include the student, the student's parent or guardian and a teacher or a counselor. The educational learning plan may include:

1. The student's short-term and long-term learning goals and proposed activities; and

2. The relationship of the eligible post-secondary courses proposed under the EOP and the student's learning goals.

A student who enrolls in the EOP may not enroll in eligible post-secondary courses for more than the equivalent of two academic years. A student who first enrolls in the EOP in grade 12 may not enroll in eligible post-secondary courses for more than the equivalent of one academic year. If a student first enrolls in an eligible post-secondary course in the middle of the school year, the time of participation shall be reduced proportionately. If a student is enrolled in a year-round program and begins each grade in the summer session, summer sessions are not counted against the time of participation.

Duplicate Courses

The district will establish a process to determine duplicate course designations. The district will notify an eligible student and the student's parent or guardian, of any course the student wishes to take that the district determines is a duplicate course, within 20 business days after the student has submitted a list of intended courses.

A student may appeal a duplicate course determination to the Board based on evidence of the scope of the course. The Board or ~~the board's~~ designee will issue a decision on the appeal within 30 business days of receipt of the appeal. If the appeal is denied by the Board or designee, the student may appeal the district's determination to the Superintendent of Public Instruction or designee under ORS 340.030.

~~Expanded Options Program~~ Annual Credit Hour Cap

The number of quarter credit hours that may be awarded by a high school under the EOP is limited to an amount equal to the number of students in grades 9 through 12 enrolled in the high school multiplied by a factor of 0.33. For example, the cap for a high school with 450 students in grades 9 through 12 would be 148.5 (450 X 0.33 = 148.5). (The caps must be established separately for each high school.)

At the district's discretion, the district may choose to exceed both the individual high school level cap and the aggregate district level cap. If the district has more eligible students than are allowed under the credit hour cap the district shall establish a process for selecting eligible students for participation in the program. The process will give priority for participation to students who are "at risk." An "at-risk student" means: (1) a student who qualifies for a free or reduced ~~price~~ lunch program; or (2) an at-risk student as defined by rules adopted by the State Board of Education if it has adopted rules to define an at-risk student.

If the district has not exceeded the credit hour cap, the district shall ensure that all eligible at-risk students are allowed to participate in the EOP and may allow eligible students who are not at-risk to participate in the program.

Post-Secondary Institution Credit

Prior to beginning an eligible post-secondary course, the district shall notify the student of the number and type of credits that the student will be granted upon successful completion of the course. If there is a dispute between the district and the student regarding the number or type of credits that the district will or has granted to a student for a particular course, the student may appeal the district's decision to the ~~Board~~superintendent or designee.

Credits granted to a student shall be counted toward high school graduation requirements and subject area requirements of the state and the district. Evidence of successful completion of each course and credits granted shall be included in the student's education record. A student shall provide the district with a copy of the student's grade in each course taken for credit under the EOP. The student's education record shall indicate that the credits were earned at an eligible post-secondary institution.

Financial Agreement

The district shall negotiate in good faith a financial agreement with the eligible post-secondary institution for the payment of actual instructional costs associated with the student's enrollment, including tuition and fees (i.e. technology), textbooks, equipment and materials.

Waiver

A district may request an EOP~~a~~ waiver from the Superintendent of Public Instruction[1] if compliance with the EOP~~:~~

1. ~~Compliance~~ would adversely impact the finances of the district~~;~~ or if all conditions identified in ORS 340.083(1)(b)[2] exist.

2. ~~Accelerated programs are offered by the district (i.e., Dual Credit, Sponsored-Based Dual Credit, Assessment-Based Dual Credit, Articulated Career-Technical Education (CTE) courses, two-plus-two programs, Advanced Placement (AP), International Baccalaureate Programs or other locally developed program that offers Accelerated College Credit to their respective high school student).~~

Student Reimbursement

Students are not eligible for any state student financial aid for college coursework, but students may apply to the district for reimbursement for any textbooks, fees, equipment or materials purchased by the student that are required for an eligible post-secondary course. All textbooks, fees, equipment and materials provided to a student and paid for by the district are the property of the district.

Transportation Services

The district may provide transportation services to eligible students who attend eligible post-secondary institutions within the education service district boundaries of which the district is a component district.

Special Education Services

The district of an eligible student participating in the EOP shall be responsible for providing any required special education and related services to the student. If a post-secondary institution intends to provide

[1] Oregon Department of Education

[2] The district does all of the following:

1. Offers a dual credit program, a two-plus-two program, an advanced placement program, an International Baccalaureate program or any other accelerated college credit program;
2. Ensures that at-risk students who participate in the accelerated college credit programs are not required to make any payments for participation in the programs; and
3. Has a process for participation in the programs that allows:
   a. All at-risk students who are eligible students to participate in the programs;
   b. At-risk students to earn the number of credit hours established by the State Board of Education by rule under ORS 340.080; or
   c. For an increasing number of at-risk students who are eligible students to participate in the programs each school year based on demand and appropriateness and as provided by a plan developed by the school district.

special education and related services to an EOP participant, the institution shall enter into a written contract with the district of the student.

The contract shall include the following at a minimum:

1. Allowance for the student to remain in the program during the pendency of any special education due process hearing unless the parent or guardian and district agree otherwise;

2. Immediate notification to the district if the institution suspects that a student participating in the program may have a disability and requires special education or related services;

3. Immediate notification to the district if the student engaged in conduct that may lead to suspension or expulsion; and

4. Immediate notification to the district of any complaint made by the parent or guardian of the student regarding the student's participation in the program at the institution.

District Alternative Programs

The EOP does not affect any program, agreement or plan that existed on January 1, 2006, between the district and a post-secondary institution, which has been continued or renewed.

Any new program, agreement or plan that is developed after January 1, 2006, and is intended to provide access for public high school students to a post-secondary course, may be initiated at the discretion of the district and the post-secondary institution.

END OF POLICY

Legal Reference(s):

ORS 329.485
ORS 332.072
ORS 336.615 - 336.665
ORS Chapter 340

Every Student Succeeds Act, 20 U.S.C. §§ 1111-1605; §§ 3111-3203 (2018).
McKinney-Vento Homeless Assistance Act, Subtitle VII-B, reauthorized by Title IX-A of Every Student Succeeds Act, 42 U.S.C. §§ 11431-11435 (2018).
Americans with Disabilities Act, 42 U.S.C. §§ 12101-12112 (2018); 29 C.F.R. Part 1630 (2022); 28 C.F.R. Part 35 (2022).
Americans with Disabilities Act Amendments Act, 42 U.S.C. §§ 12101-12133 (2018).
Rehabilitation Act, 29 U.S.C. §§ 791, 794 (2018).
Title IX of the Education Amendments, 20 U.S.C. §§ 1681-1683, 1701, 1703-1705, 1720 (2018).
Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2022).
Individuals with Disabilities Education Act, as amended, 20 U.S.C. §§ 1400-1401, 1411-1416 (2018); 34 C.F.R. Part 300 (2022).

Corrected 3/01/23

Code: IGBHE-AR
Revised/Reviewed: 6/13/18
Orig. Code: IGBHE-AR

Annual Expanded Options Program Notification

Reynolds School District
1204 NE 201st Ave
Fairview, Oregon 97024
Phone: (503) 661-7200

Date: _____

Student/Parent(s) or Guardian(s): _____

Address: _____

Dear _____,
(Student/Parent(s))

This notice is required by law to notify you of potential opportunities under the Expanded Options Program (EOP) for your student. Your student may qualify as an eligible student to participate in the EOP for the following school year if your student meets the criteria below.

Your student may be permitted to participate if ~~he/she is~~they are an eligible student applying to an eligible post-secondary institution for an eligible post-secondary course. An "eligible student" means a student enrolled in a public school and who:

1. Is 16 years of age or older at the time of enrollment in a course under the EOP;

2. Is in grade 11 or 12 at the time of enrollment in a course under the EOP or has not yet completed the required credits to be in grade 11 or 12, but the district has allowed the student to participate in the program;

3. Has developed an educational learning plan as described in Board policy IGBHE - Expanded Options Program;

4. Has not successfully completed the requirements for a high school diploma ~~or a modified diploma~~; and

5. Is not an exchange student enrolled in a school under a cultural exchange program.

An "eligible post-secondary institution" means:

1. A community college;

2. A public university listed in ORS 352.002; and

3. The Oregon Health and Science University.

An "eligible post-secondary course" means any nonsectarian course or program offered through an eligible post-secondary institution if the course or program may lead to high school completion, a certificate, professional certification, associate degree or baccalaureate degree. It includes academic courses, career and technical education courses and distance education courses. It does not include a duplicate course, which is defined as "a course with a scope that is identical to the scope of another course."

Purpose

The purpose of this program is to:

1. Allow eligible students who participate in the EOP to enroll full-time or part-time in an eligible post-secondary institution; and

2. Provide public funding to the eligible post-secondary institutions for educational services to eligible students to offset the cost of tuition, fees, textbooks, equipment and materials for students who participate in the EOP.

Graduation and Course Credit

Participating in the EOP will not adversely affect your student's ability to graduate because credit received from successfully completing an eligible post-secondary course may be applied toward high school graduation requirements. If, however, your student does not receive a passing grade in the eligible post-secondary course, your student may not receive credit toward high school graduation.

Selection

An eligible student may apply for the EOP, but an eligible student who applies may not be accepted because of space limitations. Enrollment in the EOP may be limited because of caps on total credit hours that will be awarded by the high school. Unless notified otherwise, the total number of credits awarded under the EOP by each high school equals one-third of its enrollment in grades 9 through 12. (For example, if high school enrollment in grades 9 through 12 is 1,000 students, the high school may award no more than 330 credit hours for all students in the EOP.) If qualified applications to the EOP exceed space limitations, the district will establish a process that gives priority to "at-risk students".

Enrollment and Participation

To be eligible, participation in the EOP depends on your student's acceptance by an eligible post-secondary institution to take an eligible post-secondary course. Your student will not be eligible for state financial aid. Your student will have all costs paid for by the district in the same manner as if your student was attending the public high school. The district will pay for textbooks, fees, equipment or materials and any other cost associated with enrollment. You will be responsible for providing transportation to the eligible post-secondary institution. The district and the eligible post-secondary institution may be able to arrange transportation services, although this service may not always be available, depending on circumstances. If your student receives special education services, the district will continue to provide special education services under an individualized education program (IEP).

Your student is expected to comply with the same behavior and attendance standards as if the student was attending the public high school. Failure to successfully complete an eligible post-secondary course or make satisfactory progress in the course may result in no credit received toward graduation, removal from the EOP, disciplinary action or referral to law enforcement.

Your student may participate in the EOP for no more than two years. After two years, your student is no longer eligible. If your student is in grade 12 when he or she first enrolls, ~~he/she~~the student may participate no more than the equivalent of one academic year in the EOP. If your student is enrolled in high school full-time and ~~he/she~~ is taking a post-secondary course, ~~he/she~~they will not be awarded credit for that course under the EOP. If a student first enrolls in an eligible post-secondary course in the middle of the school year, the time of participation shall be reduced proportionately. If a student is enrolled in a year-round program and begins each grade in the summer session, summer sessions are not counted against the time of participation.

If your student intends to enroll in a course that is already offered by the district, *i.e.*, a duplicate course, your student will not be eligible to participate in the EOP. You will be notified within 20 business days after the student has submitted the list of intended courses if a specific course is denied and is considered a duplicate course. A "duplicate course" is one with a scope that is identical to the scope of another course. Your child should consider district-provided, educational alternative programs that offer post-secondary level courses.

If you disagree with the district's assessment that a course is a duplicate course as determined by the district, you may appeal the decision under the procedures outlined below.

Contested Decisions/Appeal

If you disagree with the district's determination that a course is a duplicate course, you may appeal to the Board. Your appeal must be in writing and contain at a minimum the following information: (1) name of student; (2) name of post-secondary course; (3) detailed description of post-secondary course; (4) name of duplicate course offered by high school; (5) detailed description of duplicate course offered by high school; and (6) reasons why you believe course is not a duplicate. You must initiate your appeal within five days of receiving notification that the post-secondary course is a duplicate.

The Board will issue a written decision on the appeal within 30 business days of receipt of the appeal.

If dissatisfied with the Board's decision, you may appeal the decision to the Superintendent of Public Instruction or designee under Oregon Revised Statute (ORS) 340.030.

Student Notification to District

If you have questions, please call the district office. Please respond to this notice before May 15 if your student intends to enroll in an eligible post-secondary course during the following school year. If your student decides to enroll in an eligible post-secondary course, we will schedule a meeting with your advisory support team to develop an educational learning plan that addresses your student's short-term and long-term academic and career goals. Thank you for your cooperation.

Sincerely,

[Superintendent or designee] [Principal]

Corrected 3/01/23

Code: IGBI
Adopted: 12/08/10
Orig. Code: IGBI

~~Bilingual Education~~English Learner**

Students whose primary language is ~~a language~~ other than English will be provided appropriate assistance ~~until they are able~~ to support use of English in a manner that allows effective, relevant participation in regular classroom instruction and other educational activities.

Parents who are not able to use English in a manner that allows effective, relevant participation in educational planning for their student will be provided with relevant written, verbal or signed communication in a language they can understand.

END OF POLICY

Legal Reference(s):

ORS 336.079 OAR 581-021-0046 OAR 581-022-2310

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018).
Every Student Succeeds Act of 2015, 20 U.S.C. §§ 6801-7014 (2018).

Corrected 3/01/23

Code: IGD
Adopted: 1/04/07
Readopted: 12/08/10
Orig. Code: IGD

Activities and Athletics

(Version 1)

(See policy IGDJ. See proposed policy IGD – Cocurricular/Extracurricular Activities)

Philosophy

The district will maintain an activities and athletics program which is appropriate to the maturity levels of its students and which is as varied as staff, facilities and resources permit. In the district, activities and athletics are considered a complement to the regular academic program.

All students, regardless of their skill levels or ability to pay, should be encouraged to participate in activities or athletics as part of their overall personal, social, intellectual and physical development. Because activities and athletics foster learning which complements the school's primary mission of providing a strong basic and academic education, care will be taken to ensure that the appropriate balance exists.

Definition of Activities and Athletics

1. Action that takes place beyond the normal school day, and/or
2. Action outside the classroom which is associated or related to school, and/or
3. Action where the members are representatives of the district.

Responsibilities

Administrators, coaches, advisors, student participants and others associated with the district's activities or athletics programs and events shall conduct themselves in a manner that is consistent with the letter and spirit of district and, where appropriate, Oregon School Activities Association (OSAA) policies, rules and regulations and the fundamental values of sportsmanship.

The district will provide comparable interscholastic athletic competition for male and female students in the sports that are offered. The superintendent shall be responsible for the regular review and updating, as necessary, of all district rules governing student participation.

The superintendent is directed to develop administrative regulations or procedures as necessary to ensure an effective hiring, volunteer approval and evaluation program is in place for all district activities. Procedures shall include a process to ensure the accurate certification regarding the eligibility of students, verification that coaches have been certified prior to assuming duties as required, and that all allegations of

student ineligibility, staff recruiting violations or conduct that may violate Board policy, administrative regulations and/or OSAA rules and regulations are promptly investigated and reported.

END OF POLICY

DELETE

Legal Reference(s):

ORS 332.107
ORS 339.240
ORS 339.250
OAR 581-021-0050 to -0075

Hazelwood Sch. Dist. v. Kuhlmeier, 484 U.S. 260 (1988).
Bethel Sch. Dist. v. Fraser, 478 U.S. 675 (1986).
Havercamp v. Unified Sch. Dist. No. 380, 689 F. Supp. 1055 (D. Kan. 1986)
Westside Cmty. Bd. of Educ. v. Mergens, 496 U.S. 226 (1990).
Equal Access Act, 20 U.S.C. §§ 4071-4074 (2012).
Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2012); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2017).

Corrected 3/01/23

Code: IGD
Adopted:

Cocurricular/Extracurricular Activities
(Version 2)

Cocurricular/Extracurricular activities will be organized, supervised activities conducted under the sponsorship of the district.

Cocurricular/Extracurricular activities are considered to be any activity such as, but not limited to, student government, contests, athletics and clubs. Participants in these activities will be subject to the basic rules pertaining to cocurricular/extracurricular activities and the district's student code of conduct.

These rules are to be followed and enforced by activity coaches or advisors. Offenses will be handled by district-approved procedures.

Students who represent the school in voluntary activities may be required to conform to dress and grooming standards[1] approved by the superintendent or designee and may be denied the opportunity to participate if those standards are not met.

Activity advisors or coaches who issue any additional rules for individual activities must obtain approval from the superintendent or designee prior to allowing participation.

END OF POLICY

Legal Reference(s):

ORS 332.107
ORS 339.240
ORS 339.250
OAR 581-021-0050 to -0075

Hazelwood Sch. Dist. v. Kuhlmeier, 484 U.S. 260 (1988).
Bethel Sch. Dist. v. Fraser, 478 U.S. 675 (1986).
Havercamp v. Unified Sch. Dist. No. 380, 689 F. Supp. 1055 (D. Kan. 1986)
Westside Cmty. Bd. of Educ. v. Mergens, 496 U.S. 226 (1990).
Equal Access Act, 20 U.S.C. §§ 4071-4074 (2012).
Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2012); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2017).

Corrected 3/01/23

[1] Such dress and grooming standards shall align with ORS 659.850.

Code: IGDA
Adopted: 1/04/07
Revised/Readopted: 4/13/11; 10/11/17
Orig. Code: IGDA

Student Organizations

The district encourages curriculum-related student organizations. District staff will facilitate such organizations and district resources may be used to support them. The district may also support student organizations which are not directly curriculum related.

The principal will develop general guidelines for student organizations. Among other provisions, such guidelines will require the assignment of at least one staff adviser~~advisor~~ to each student organization. Such advisory assignment will be on a voluntary basis.

Voluntary student-organized clubs which are not curriculum-related may meet on school premises during noninstructional time.

If the content of such a club's meetings is religious in nature, school staff may attend only in a ~~supervisory~~ non-participatory manner. Staff may be assigned to attend such meetings for custodial purposes only, but will not be compelled to attend a meeting if the content of the speech at the meeting is contrary to that person's beliefs.

END OF POLICY

Legal Reference(s):

ORS 339.880
ORS 339.885
OAR 581-021-0050
OAR 581-021-0055

Equal Access Act, 20 U.S.C. §§ 4071-4074 (2012).
Lamb's Chapel v. Center Moriches Unified Sch. Dist., 508 U.S. 384 (1993).
Westside Cmty. Bd. of Educ. v. Mergens, 496 U.S. 226 (1990).

Corrected 3/01/23

Code: IGDA-AR
Revised/Reviewed: 4/13/11
Orig. Code: IGDA-AR

Student Organizations

All members of the school community including staff, administrators and the Board are responsible for the activities that are conducted in the schools. It is important, therefore, to the orderly use of district facilities that the use of all space be approved and planned in advance. An attempt shall be made to present a balance of viewpoints.

Students may be permitted to hold meetings on district property before or after the regular student school day under the following conditions:

1. The meeting shall be scheduled in advance following Board policy KG - Community Use of District Facilities;

2. All meetings must be approved by the principal or designee;

3. The meeting may be sponsored by school officials, official school clubs or organizations and nonschool organizations.

In addition to the requirements of Board policy, the following restrictions shall apply:

1. Normal class activities shall not be interrupted;

2. The meeting shall not incite hazard to person or property;

3. No group which encourages or advocates the violation of federal laws, state laws or school rules and policies shall be granted use of district facilities;

4. No speaker who encourages or advocates breaking the law, policies or rules shall be invited to speak;

5. Students involved in student groups shall not violate the student code of conduct.

If a crowd is anticipated, a crowd control plan shall be filed in the building administration office two days in advance of the meeting for final approval.

Students may have the right to gather informally during the regular student school day provided they meet the following criteria:

1. Students gathered informally shall not disrupt the orderly operation of the educational process;

2. Students gathered informally shall not infringe upon the rights of others to pursue their activities.

Student organizations may be curriculum related or voluntary student-initiated clubs that are not curriculum related.

"Curriculum-related" student organizations must meet one of the following:

1. Group's subject matter is actually taught (or will soon be taught) in a regularly offered course;

2. Group's subject matter concerns the body of courses as a whole; or

3. Participation in the group is required for a particular course or results in academic credit.

"Voluntary student-initiated clubs" must:

1. Be voluntary and student initiated;

2. Not be sponsored by the school, the government or its agents or employees;

3. Not materially and substantially interfere with the orderly conduct of educational activities within the school;

4. Not be directed, controlled, ~~or~~ conducted or regularly attended by "nonschool" persons.

Definitions~~:~~

1. "Noninstructional time" means time ~~Time~~ set aside by the school before actual classroom instruction begins or after actual classroom instruction ends;

2. "Sponsorship" means an act ~~Act~~ of promoting, leading or participating in a meeting. The assignment of a teacher, administrator or other school employee to a meeting for **custodial** purposes does not constitute sponsorship of the meeting.

The Equal Access Act preserves the authority of the school, its agents and employees to maintain order and discipline on district premises, to protect the well-being of students and staff and to assure that their attendance at meetings is voluntary.

Schools may prohibit meetings which would materially and substantially interfere with the orderly conduct of educational activities within the school.

In a "limited open forum" situation, schools may not deny equal access of fair opportunity to, or discriminate against student-initiated clubs on the basis of religious, political, philosophical or other content of the speech at such meetings.

If the meetings are religious, the school may not influence the form of any religious activity, outside health and safety activities.

Corrected 3/01/23

Code: IGDB
Adopted: 12/08/10
Revised/Readopted: 10/11/17
Orig. Code: IGDB

Student Publications

(Grades K-8 only)

District Sponsored

Students' First Amendment rights to freedom of expression and equal protection of the law will be observed regarding district-sponsored student publications. The observance of these rights must be balanced against the legitimate needs of the educational process.

Some student publications, such as yearbooks and school newspapers, may be educational devices developed as part of the curriculum to benefit primarily those who compile, edit and publish them. Staff advisers will be assigned to guide students engaged in these activities. Any commercial advertisements in such publications will conform to Board policy and administrative regulation.

Students will be required to submit publications to administrator or designee for approval prior to distribution. When approval is required, school administrators~~Administrators or designee~~ must make available to students the standards which will be used to determine granting or denying permission to publish. Such guidelines will be specific and will be directed toward ascertaining which publications will cause substantial disruption of district activities or contain libelous or obscene content.

Prior restraints will contain precise criteria which spell out what is prohibited. A definite, brief time limit will be set within which school officials must approve or disapprove distribution. To be valid, these guidelines must prescribe a procedure for appeals from students.

All Publications

It will be the responsibility of local school administrators to develop and circulate reasonable and specific rules setting forth the time, manner and place in which distribution of student publications may occur. Students who become subject to discipline for failure to comply with distribution rules will be granted procedural due process rights. See Board policy IB - Freedom of Expression.

END OF POLICY

Legal Reference(s):

ORS 332.072
ORS 332.107
ORS 339.880
OAR 581-021-0050
OAR 581-021-0055

Hazelwood Sch. Dist. v. Kuhlmeier, 484 U.S. 260 (1988).

Corrected 3/01/23

Code: IGDB-AR
Revised/Reviewed: 10/11/17
Orig. Code: IGDB-AR

Student Publications

Student publications subject to review by school administrators include those which are:

1. School sponsored (i.e., supported by district funds, equipment, etc.);

2. Part of the established curriculum;

3. Of benefit primarily to those who compile, edit and publish them;

4. Not by policy or practice, open for indiscriminate use by the general public or students individually or as a group; or

5. Activities which students, parents and members of the public might reasonably perceive to bear the sanction or approval of the district.

Student publications will be reviewed by staff advisers and may be reviewed by other district administrators prior to printing and distribution. Materials may be modified or removed from publications for legitimate educational concerns. Such concerns include:

1. The material is or may be defamatory;

2. The material is inappropriate based on the age, grade level and/or maturity of the reading audience;

3. The material is poorly written, inadequately researched or biased or prejudiced;

4. Whether there is an opportunity for a named individual or named individuals to make a response;

5. Whether specific individuals may be identified even though the material does not use or give names; or

6. The material is or may be otherwise generally disruptive to the school environment. Such disruption may occur, for example, if the material uses, advocates or condones the use of profane language or advocates or condones the commission of unlawful acts.

Modifications or removal of items may be appealed in writing to the superintendent. The superintendent shall schedule a meeting within three school days of receiving the written appeal. Those present at the meeting shall include the individual(s) making the appeal, the individual(s) who made the decision to modify or remove materials and the superintendent. At the superintendent's discretion, the district's legal counsel may also attend the meeting. The superintendent shall make ~~his/her~~their decision within three school days of the meeting. The superintendent's decision shall be final and binding on all parties.

Corrected 3/01/23

Code: IGDF
Adopted: 1/04/07
Revised/Readopted: 12/08/10; 6/08/16; 10/11/17
Orig. Code: IGDF

Student Fund-Raising Activities

Students may carry out fund-raising activities in which no outside fund-raising agency or contract ~~is~~ utilized, with permission of the principal and under the direct supervision of the appropriate adviser(s). Where funds are to be raised through an outside agency or contracted activity, the activity must receive prior approval from the superintendent or designee.

Activities that include fund raising for charitable or other causes not relating to school activities, must obtain prior approval from the principal and the superintendent.

All web-based fund raising, whether by students, staff or others, will require prior approval from the superintendent or designee.

Fund-raising projects involving the sale of products must also be approved by the activity sponsor and by the principal, before the activity is initiated. Solicitation of funds is expressly prohibited without consent from the superintendent or designee.

If fund raising consists of selling food and beverage items to students during the regular or extended school day, the food and beverage items must comply with state and federal nutrition standards, rules and laws. This does not apply to food and beverage items sold at school-related or nonschool-related events for which parents and other adults are a significant part of the audience.

END OF POLICY

Legal Reference(s):

ORS 336.423
ORS 339.880
OAR 137-025-0020 to -0530
OAR 581-022-2260(2)

Federal Smart Snacks in School Rules, 7 C.F.R. Part 210.11 (2017).

Corrected 3/01/23

Code: IGDF-AR
Revised/Reviewed: 6/08/16
Orig. Code: IGDF-AR

Student Fund-Raising Activity Request and Verification

Please fill out all sections and return to the principal or designee 30 days prior to initiating the fund-raising activity.

Date: _____

Name of individual, group or activity making this fund-raising activity request: _____

_____

Reason for the fund raiser (please be specific): _____

_____

Description of fund raiser[1] (i.e., what is the product, when will it be sold, where will it be sold, who will it be sold to, etc.): _____

_____

Start and end dates for the fund raiser: _____

Anticipated revenue: _____

If this is a joint fund raiser, write down the name(s) of the partner(s): _____

_____

_____ _____
Signature of Individual Signature - Representative of Organization

☐ Approved – Date: _____
☐ Not Approved – Date: _____

Reason for Denial: _____

_____

_____ _____
Signature of Principal or Designee Date

_____ _____
Signature of Superintendent Date

[1] If fund raising consists of selling food and beverage items to students during the regular or extended school day, the food and beverage items must comply with state and federal nutrition standards, rules and laws. This does not apply to food and beverage items sold at school-related or nonschool-related events for which parents and other adults are a significant part of the audience. (ORS 336.423)

Reynolds School District

Student Fund-Raising Activity Verification Form

Date: _____

To Whom it May Concern:

The Reynolds School District does hereby authorize:

_____
(Name of Individual or Group Receiving Authorization)

to sell _____,
(Name of Product/Item for Sale)

for the purpose of raising funds for _____,
(Funds to be Used for)

from (dates) _____ to _____.

_____ _____
Signature of Person Authorizing Sales Date

_____ _____
Signature of Fund-Raising Coordinator Date

Any questions regarding this fund-raising activity should be directed to the person authorizing sales.

Corrected 3/01/23

Code: IGDG
Adopted: 1/04/07
Readopted: 12/08/10
Orig. Code: IGDG

Student Activity Funds Management

~~**Student Activity Funds Management**~~

The ~~b~~Board hereby authorizes the establishment and maintenance of a Student Body Account at each of the elementary schools, middle schools and high school of the district. The principal of the school shall be responsible for the proper administration of the financial activities of each Student Body Account in accord with the provisions of state law and appropriate accounting practices and procedures. All monies collected shall be deposited in the Student Body Account at a local bank. All payments made from the Student Body Account shall have the approval of the administrator responsible for the Student Body Account.

The annual district audit shall include an audit of the high school and middle school student organization funds. The elementary schools will be audited at least once every two years during the annual audit. Each fund should be reviewed annually by the business office in accordance with established district guidelines.

END OF POLICY

Legal Reference(s):

ORS 294.305 to -294.565 ORS 328.441 to -328.470 OAR 581-022-2260(2)

Corrected 3/01/23

Code: IGDJ
Adopted: 6/13/18
Orig. Code: IGDJ

Interscholastic Activities**

The Board recognizes the integral role interscholastic activities[1] play in the character development and general enhancement of the education of its students. Accordingly, administrators, coaches, advisors, student participants, and others associated with the district's ~~high school~~ activities programs and events[2] shall conduct themselves in a manner that is consistent with the letter and spirit of policies, rules, and regulations of the district and any associated voluntary organization[3] ~~of the Oregon School Activities Association (OSAA) and the fundamental values of sportsmanship.~~ Each will be held accountable for their~~its~~ actions.

The district and its schools may only be members of and pay fees, if any, to a voluntary organization that administers interscholastic activities or that facilitates the scheduling and programming of interscholastic activities, if the voluntary organization:

1. Implements and adheres to equity focused policies that:

    a. Address the use of derogatory or inappropriate names, insults, verbal assaults, profanity, or ridicule that occurs at an interscholastic activity, including by spectators of the interscholastic activity;
    b. Prohibit discrimination;
    c. Permit a student to wear religious clothing in accordance with the student's sincerely held religious belief and consistent with any safety and health requirements; and
    d. Balance the health, safety, and reasonable accommodation needs of participants on an activity-by-activity basis.

2. Maintains a transparent complaint process that:

    a. Has a reporting system to allow participants of interscholastic activities or members of the public to make complaints about student, coach, or spectator behavior;
    b. Responds to a complaint made within 48 hours of the complaint being received; and

[1] Interscholastic activities includes: for students any grade from kindergarten through grade 12, athletics, music, speech and other similar or related activities; for students in any grade from kindergarten through grade eight, activities that are offered only before or after regular school hours and that may, but are not required to, involve interaction among other schools.

~~[2] This applies to only OSAA sanctioned activities and events.~~

[3] Includes a voluntary organization that administers interscholastic activities or that facilitates the scheduling and programming of interscholastic activities.

c. Resolves a complaint within 30 days of the complaint being received unless the organization determines that there is good cause to extend the timeline for resolving the complaint.

3. Develops and implements a system of sanctions against schools, students, coaches, and spectators if a complaint is verified; and

4. Performs an annual survey of students and their parents to understand and respond to potential violations of equity focused policies or other discrimination.

The district will evaluate each of its activities to ensure compliance with the above requirements for voluntary organizations as described herein, annually.

The district shall allow homeschooled students that reside in the district, students eligible to attend school and enrolled in a high school equivalency program[4] that reside in the district, and students attending a public charter school which does not provide interscholastic activities and who reside in the district, the opportunity to participate in available interscholastic activities when the requirements found in Oregon~~in compliance with state~~ law are met. Interscholastic activities, when provided by t~~T~~he district, will comply~~provide interscholastic activities for students in compliance~~ with Title IX and other nondiscrimination laws.

District employees, students, parents, alumni~~,~~ and activity volunteers are prohibited from inducing~~making contact~~ or attempting~~otherwise causing contact~~ to induce~~be made with~~ a student to attend a district school for interscholastic activity ~~purposes of suggesting or encouraging the student and/or family to maintain or change residency for activities~~ eligibility or participation. The principal, activities director, advisors and coaches are each responsible for ensuring student participants meet all district ~~and OSAA~~ eligibility requirements of participation and those of the associated voluntary organization. The principal or designee is responsible for ensuring accurate certification regarding the eligibility of participating students and for verifying that athletic directors, coaches of sports, and activity advisors have all required certifications~~been certified through the National Federation of High School Coaches Certification program~~ prior to assuming their~~coaching~~ duties. The principal or designee shall ensure that a program is in place to effectively evaluate the performance of all coaches and activity advisors~~activities advisers~~ under their~~his/her~~ supervision.

Volunteers may be approved to assist with district activities with prior approval from the principal.

The principal shall investigate all allegations of district student ineligibility, staff recruitment violations or other student or staff conduct that may violate Board policies, administrative regulations, and/or the~~OSAA~~ rules and regulations of the associated voluntary organization. The principal shall notify the superintendent or designee of conduct that violates the terms of this policy and report to the associated voluntary organization if~~OSAA as~~ required.

An employee determined to have violated Board policies and/or rules and regulations of the associated voluntary organization ~~OSAA~~ may be subject to discipline, up to and including, dismissal. A student in violation of Board policies and/or the ~~OSAA~~ rules and regulations of the associated voluntary organization will be subject to discipline, up to and including, dismissal from an~~his/her~~ interscholastic activity or

[4] "High school equivalency program" means a program provided to assist a student in earning a certificate for passing an approved high school equivalency test such as the General Educational Development (GED) test.

program, suspension and/or expulsion from school. Volunteers in violation of Board policies and/or the rules and regulations of the associated voluntary organization shall be subject to discipline, up to and including, removal from district programs and activities and such other sanctions as may be deemed appropriate by the district.

Employees, volunteers, or students in violation of such policies, ~~OSAA~~ rules and/or regulations may be required to remunerate the district in the event ~~of~~ fines are assessed ~~by OSAA~~ as a result of their actions.

The superintendent will develop procedures, as necessary, to implement this policy, including a process to ensure that all district rules governing the conduct of students, staff, and volunteers engaged in district activities are regularly reviewed and updated.

END OF POLICY

Legal Reference(s):

ORS 326.051
ORS 332.075(1)(e)
ORS 332.107
ORS 339.450 - 339.460

OAR 581-015-2255
OAR 581-021-0045 – 0049
OAR 581-022-2308(2)
OAR 581-026-0005

OAR 581-026-0700
OAR 581-026-0705
OAR 581-026-0710

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2022).
Montgomery v. Bd. of Educ., 188 Or. App. 63 (2003).
Senate Bill 1522 (2022).

Corrected 3/01/23; Corrected 3/02/23

Code: IGDK
Adopted: 1/04/07
Revised/Readopted: 12/08/10
Orig. Code: IGDK

Non-School-Sponsored Study and Athletic Tours/Trips/Competitions

The district does not sponsor, endorse or financially contribute to the variety of outside-sponsored study and athletic tours/trips/competitions available to students.

The district does not recruit for, or have input into, the selection of programs, many~~some~~ of which are not open to all students. Such tours, trips and competitions are under the sole guidance~~auspice~~ and control of the sponsoring organizations/groups.

Students who raise funds for their personal participation in such activities may not raise moneys for such travel as a representative of the school. The district or individual school name may not be used unless the communication clearly identifies the sponsor as a group other than the school~~ and includes a disclaimer of district involvement.~~ Students may not use school supplies, materials or facilities in conjunction with such trips or their related fund raising.

Staff members are prohibited from using their contact with students to advertise or recruit for summer or other holiday travel which involves their supervision of students. Staff~~School staff~~ will not advise parents regarding selection of such trips or tours for their children~~youngsters~~. The counseling center may contain pamphlets which will assist parents who have questions about selection of such a tour.

Parents are advised to consider carefully the ~~sponsors and the~~ activities that are available to their children. Parents have an obligation to ensure that patrons of the district do~~students and should~~ not assume such activities are school sponsored or funded.

END OF POLICY

Legal Reference(s):

ORS 244.040
ORS 332.107
ORS 339.880
OAR 581-021-0045

Davidson v. Or. Gov't Ethics Comm'n, 300 Or. 415 (1985).

Corrected 3/01/23

Code: IHGA
Adopted: 12/08/10
Orig. Code: IHGA

Alternative Instructional Programs

(See IGBHA, etc.)

In addition to the regular curriculum and courses offered, it is possible for students, with prior administrative approval, to obtain credit from the alternative instructional programs and activities. These programs and activities my include, but not limited to:

1. Community college courses;
2. Correspondence courses;
3. Outdoor school;
4. Educational travel;
5. Challenge tests;
6. Independent study;
7. Online courses;
8. The Expanded Options Program;
9. Others approved by the board.

END OF POLICY

Legal Reference(s):

ORS 332.072
ORS 336.135 - 336.183
ORS 336.615 - 336.665
ORS 336.790 - 336.815
ORS Chapter 340

OAR 581-021-0045
OAR 581-021-0065
OAR 581-021-0070
OAR 581-021-0071
OAR 581-022-1130

OAR 581-022-1350
OAR 581-022-1620
OAR 581-023-0006
OAR 581-023-0008

Corrected 3/01/23

Code: IIA
Adopted: 12/08/10
Revised/Readopted: 9/10/14
Orig. Code(s): IIA

Instructional Resources/Instructional Materials

While ~~T~~the Board retains the authority to approve district instructional materials adoptions, it designates the superintendent~~is~~ responsible for ~~the~~ implementing procedures governing selection of instructional materials. ~~The Board delegates to~~Such procedures will include district professional personnel the authority for the selection of instructional and library materials in accordance with the policy below.

Selection Objectives

When reviewing and selecting instructional materials, the objectives will be:

1. To select materials that will provide improvements in content, organization and teaching methods;

2. To ensure accurate and up-to-date content that includes new concepts, insights and facts;

3. To provide for sequential growth from level to level;

4. To provide a fair representation of the many religious, ethnic and cultural groups and their contributions to our American heritage;

5. To complete a technology assessment of such materials;

6. There will be no discrimination or bias or prejudice toward sex, sexual orientation, gender identity, race, religion, national origin, marital status, disability or age.

The district will review instructional materials in accordance with the State Board of Education adoption cycle. Each instructional program and basic instructional materials will be reviewed on a seven-year cycle and recommendations for appropriate instructional materials will be made.

The district will establish a process and timeline for regularly determining and considering whether the textbooks and other instructional materials are available through online resources that enable students with print disabilities to receive textbooks and instructional materials free of charge.

Textbooks and other instructional materials adopted by the Board shall be selected by the appropriate professional personnel, which includes staff from the district's technology department, in consultation with parents and ~~citizens~~school community. The input of staff and students will be encouraged. Final decisions on purchase will rest with the superintendent or designee, subject to official adoption by the Board in the case of textbooks and other instructional materials.

Selection Criteria

All materials selected will be consistent with the following principles:

1. Materials that enrich and support the curriculum, taking into consideration the varied interests, abilities and maturity levels of the students served and include equity and cultural responsiveness;

2. Materials that stimulate growth in factual knowledge, literary appreciation, aesthetic values and ethical standards;

3. A background of information which will enable students to make intelligent judgments in their daily lives;

4. Materials on opposing sides of controversial issues, so that young ~~citizens~~ people may develop, under guidance, the practice of analytical reading and thinking;

5. Materials which support expanded learning opportunities through technology;

6. Materials representative of the many religious, ethnic and cultural groups, showing their contributions to our heritage.

The above principles will serve as a guide in the selection of all instructional and library materials.

All basic instructional materials recommended for adoption need to be approved for use by the Board. Prior to Board approval, parents, students and interested district patrons will have the opportunity to review the recommended instructional materials and be encouraged to provide opinions about them and their use in the classrooms.

All supplementary materials and library media center will be selected cooperatively by teachers, principals, librarians and sometimes with the assistance of students and parents. Recommended supplementary materials and library media center will also be free of racial, color, national origin, religious, disability, age, marital status, gender identity, sexual orientation or sexual bias. The instructional materials will contain appropriate readability levels, support the district's adopted curriculum content, provide for ease of teacher use, be attractive and durable and be purchased at a reasonable cost.

To be in compliance with the requirements of federal law, the ~~b~~Board directs the superintendent to distribute curriculum materials and instructional supplies to district schools in such a manner that ensures all schools receive equivalent materials.

Any resident or employee may challenge the appropriateness of the district's instructional materials. The district will provide a procedure to process such challenges.

END OF POLICY

Legal Reference(s):

ORS 336.035
ORS 336.840
ORS 337.120
ORS 337.141
ORS 337.150
ORS 337.260
ORS 337.511
ORS 339.155

OAR 581-011-0050 - 0117
OAR 581-021-0045
OAR 581-021-0046
OAR 581-022-2310
OAR 581-022-2340
OAR 581-022-2350
OAR 581-022-2355

Every Student Succeeds Act, 20 U.S.C. §§ 6311-6322 (2018).
House Bill 3041 (2021).

Corrected 3/01/23

Code: IIA-AR(1)
Revised/Reviewed: 12/08/10
Orig. Code: IIA-AR(1)

Instructional Materials/Program Adoption Procedure

Section I - Selection

The director of curriculum, ~~and~~ instruction and innovation will see that each subject area specialist appoints a committee with a representative from each grade level and each building and a staff member from the technology department to serve as a selection committee.

The instructional materials committee will review all new instructional materials of their subject and in consideration of input from staff and teachers of all grade levels, parents and ~~citizens~~school community members, will recommend the titles for district adoption.

The director of curriculum, ~~and~~ instruction and innovation may conduct in-service meetings for employees to explain the materials and answer questions. In-service may consist of techniques such as:

1. Staff meetings at individual schools;

2. Resource teacher meetings;

3. Summer school demonstration class;

4. Available materials may be left at the school as long as time permits and until all those concerned have had an opportunity to review.

The teaching staff, ~~and~~ principal of each school and a district staff member from the technology department will review and select the instructional materials and quantities needed to fulfill the needs of the students. Each principal will submit to the superintendent or designee a written request for the selected materials.

The principals and director of curriculum, ~~and~~ instruction and innovation will meet and review each school's selection of instructional materials.

The requests for each school are consolidated by the ~~superintendent~~director of curriculum, instruction and innovation into a district composite requisition.

Instructional materials are adopted for a period of not less than two years nor more than five years after the date of first use.

A yearly October report of all basic instructional materials adopted by the district is submitted to the superintendent by the director of curriculum and instruction. The report contains:

1. A list of course and/or curriculum areas;

2. Title of the instructional materials adopted for each course and/or area;

3. Grade(s) in which the materials are used;

4. Name of publisher and/or author;

5. Copyright date;

6. Year the material was first adopted by the district.

Section II - Recommendation For Adoption

Title _____

Author _____

Publisher _____

Date of Copyright _____ List Price _____
(Check one) Basic Text □ Supplemental Text □ Paperback □

Reason for recommendation _____

_____

_____

_____

_____

_____

Head of Department _____ Date: _____

Other comments: _____

_____

_____

_____

_____

_____

Date approved by superintendent _____

Signature of superintendent _____

Corrected 3/01/23

Code: IIA-AR(2)
Revised/Reviewed: 12/08/10
Orig. Code: IIA-AR(2)

Challenge of Instructional Materials

1. Inquiries

   a. Any inquiry made to an administrator regarding instructional material by any person(s) shall be made known to the staff member(s) using the material. The staff member(s) shall be made aware of the person(s) making the inquiry.
   b. The administrator shall then arrange for the person(s) making the inquiry to meet with the staff member(s) using the material in an effort to resolve the issue informally.
   c. The administrator shall inform the person(s) making the inquiry that if they are not satisfied with the outcome of the informal process, they may file a formal written challenge.

2. Challenges

   a. All formal challenges shall be in writing on the district form prepared for this purpose and must be submitted to the superintendent or designee.
   b. Upon receipt of a written challenge, the superintendent or designee shall, within 10 student contact days, appoint a review committee and provide a copy of the written challenge to the staff member(s) involved.
   c. The review committee shall consider the challenge within 10 student contact days of the committee's appointment by the superintendent or designee.
   d. The review committee, shall recommend to the superintendent or designee whether or not the challenged material should be withdrawn from use during the review process. The superintendent or designee may withdraw challenged material following receipt of the recommendation from the review committee until final resolution is reached by the ~~b~~Board.
   e. Following a review of the challenged material, the review committee shall submit its report and recommendation to the superintendent for presentation to the ~~b~~Board at the next business meeting. Copies of the recommendation shall be provided to the person(s) filing the challenge and to the staff member(s) involved.
   f. The ~~b~~Board shall review the recommendation and make its decision at the next ~~b~~Board meeting following submission of the committee's recommendation. If the ~~b~~Board's decision is contrary to the recommendation of the review committee, the reasons will be communicated, in writing, to the review committee.
   g. The review committee shall be appointed by the superintendent or designee consisting of both district staff and district ~~patriots~~patrons.

      (1) At least three of the district employees shall be licensed teachers. Members shall be selected from a list of people having expressed their willingness to serve on this committee;
      (2) Members will serve terms of two years on a rotating basis with the initial terms set by the superintendent or designee (one-half shall serve one year and one-half shall serve two years);
      (3) The review committee shall be chaired by an administrator appointed by the superintendent and shall be a non-voting member of the committee;
      (4) The committee chair shall be responsible for documenting all proceedings, for adherence to established procedures and guidelines and for preparing and presenting the report and

recommendation to the Board based on the minutes of the meeting(s). Additionally, the chair will send copies of the committee's report and recommendation to the person(s) filing the challenge and the staff member(s) involved.

3. Procedures to be followed by the review committee:

   a. Review "Challenge of Instructional Material" administrative regulation;
   b. Establish a calendar for the review of the challenged material;
   c. Review the challenged material considering the theme, concept, vocabulary, and illustrations as they apply to:

      (1) The appropriateness of the material for the instructional objectives established for the lesson(s) in which it was used, including its presentation and follow-up;
      (2) The appropriateness of the material's level of difficulty; and
      (3) The appropriateness of the material for the age group(s) with which it was used.

   d. Request that the staff member(s) involved submit a written explanation of their use of the challenged material, specifically addressing its relationship to the established curriculum and course objectives;
   e. An opportunity will be provided to person(s) filing the challenge, staff member(s) involved, outside consultants, lay people, other staff members or other individuals to offer oral or written testimony on the challenge within such procedures and limitations as may be established by the chair with the consensus of the committee;
   f. Review and discuss possible options for recommendation, including:

      (1) Continued use of the material as used, with no reservations;
      (2) Restricted or modified use of the material in terms of subject area, grade level, etc.;
      (3) No further use of the material as a part of the regular or support curriculum in the district.

   g. Procedures for voting:

      (1) A quorum (one-half the committee membership plus one) shall be present to act upon any business to come before the committee;
      (2) All motions and votes shall be recorded and reported in the minutes of the meeting(s);
      (3) Votes will be recorded from only the members present at the time of the vote;
      (4) A simple majority of those present is required for a motion to pass;
      (5) Roll call votes may be taken.

   h. Following the discussion and review of possible options for recommendation, a committee member may offer a motion outlining the committee's recommendation. Action shall be taken on that motion and any subsequent motions within the procedures outlined in section 3.g. above and consistent with parliamentary procedure;
   i. All meetings of the review committee are subject to the Public Meetings Law pursuant to ORS 192.610 ~~to~~ - 192.690.

CHALLENGE REQUEST FORM FOR INSTRUCTIONAL MATERIAL

(Submit to superintendent)

(this form has been moved to IIA-AR(3))

Book or Other Printed Material if Applicable:

Author _____ Hardcover _____ Paperback _____ Other _____
Title _____ Publisher _____ Date of pub. _____

Digital media, if applicable:

Title _____ Producer/Source (if known) _____

Type of digital media (video, etc.) _____

Request initiated by _____ Telephone _____
Address _____ City _____ Zip _____

Person making the request represents
□ Self _____ (Print name)
□ Group or organization
Name of Group _____

1. To what in the item do you object? (Please be specific, cite pages, frames, etc.)

2. In your opinion what harmful effects upon students might result from use of this item?

3. Do you perceive any instructional value in the use of this item?

4. Did you review the entire item? If not, what sections did you review?

5. Should the opinion of any additional experts in the field be considered? □ Yes □ No
   Please list suggestions if any: _____

6. What would you like the school to do about this material?
   - □ Do not use it with my student.
   - □ Withdraw it from use.
   - □ Send it back to the selector or selectors for evaluation.
   - □ Other _____.

7. In place of this item would you care to recommend other material which you consider to be of equal or superior quality for the purpose intended? _____

8. Do you wish to make an oral presentation to the Review Committee? □ Yes □ No
If yes, please call the district office at _____.

_____ _____
Signature Date

References:

Corrected 3/01/23

Code: IIA-AR(3)
Revised/Reviewed: 12/08/10
Orig. Code: IIA-AR(2)

Challenge Request Form for Instructional Material

(Submit to superintendent or designee)

Book or other ~~Printed~~ material if applicable:

Author _____ Hardcover ☐ Paperback ☐ Other ☐
Title _____ Publisher _____ Date of pub. _____

Digital media, if applicable:

Title _____ Producer/Source (if known) _____

Type of digital media (video, etc.) _____

Request initiated by _____ Telephone _____

Address _____ City _____ Zip _____

Person making the request represents
□ Self _____ (Print name)
□ Group or organization
Name of Group _____

1. To what in the item do you object? (Please be specific, cite pages, frames, etc.)
   _____
   _____

2. In your opinion what harmful effects upon students might result from use of this item?
   _____
   _____

3. Do you perceive any instructional value in the use of this item?
   _____
   _____

4. Did you review the entire item? If not, what sections did you review?
   _____
   _____

5. Should the opinion of any additional experts in the field be considered? ☐ Yes ☐ No

   Please list suggestions if any: _____

6. What would you like the school to do about this material?
   - □ Do not use it with my student.
   - □ Withdraw it from use.
   - □ Send it back to the selector or selectors for evaluation.
   - □ Other _____.

7. In place of this item would you care to recommend other material which you consider to be of equal or superior quality for the purpose intended? _____
   _____

8. Do you wish to make an oral presentation to the Review Committee? ☐ Yes ☐ No
   If yes, please call the district office at_____.

_____ _____
Signature Date

References:

Corrected 3/01/23

Code: IIABB
Adopted: 9/10/14
Orig. Code: IIABB

Use of Feature Films~~/~~, Videos or Other Media**

The Board recognizes the showing of commercially produced and rated feature films and videos may have a legitimate purpose in a school's educational program. Since the content of these feature films or videos customarily is designed for general audience viewing, the Board feels certain precautions should be taken to ensure the showing of ~~a~~ particular films or videos~~film~~ is consistent with the educational values espoused by the district.

Only films rated G, PG or PG-13 or other non-rated media may be shown as part of the school program. The Board directs procedures be developed to accomplish this objective, including the provision that a parent has the opportunity to preview a film when practicably possible and that a parent must give prior consent before ~~his/her~~their student may view a film rated PG or PG-13.

All copyright laws must be followed.

Any media materials that are not rated are subject to the approval of the administrator prior to viewing.

END OF POLICY

Legal Reference(s):

ORS 332.107

Corrected 3/01/23

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

Use of Feature Films~~/~~, Videos or Other Media in ~~the~~ Schools**

Prior to showing a feature films and videos or other non-rated media~~film/video~~ in a school, the instructor must seek the written approval of the principal. At least five days prior to the showing, the~~The~~ instructor shall submit to the principal (in writing) the following information on the particular films, videos or other media:~~film:~~

1. Title and brief description;

2. Purpose for the showing;

3. Match with course objectives;

4. Proposed date of showing;

5. When and how parents or guardians will be notified, or if necessary, grant consent;

6. Audience rating (G, PG, PG-13).

The showing of all feature films or ~~/~~videos with a G rating requires only prior notice to parents or guardians~~parent notification~~ from the instructor, who will summarize in writing the information in the above points 1., 2., 4. and 6.

Additionally, ~~for~~ feature films or ~~/~~videos with a PG or PG-13 rating, or other non-rated media, will require~~prior parental~~ consent from parents or guardians ~~will be required~~ before a student views the film, video or other non-rated media.

Instructors are required to preview all films, videos or other non-rated media~~film media~~ before showing to students.

Only films or ~~/~~videos rated G, PG, ~~or~~ PG-13 or other nonrated media may be shown as part of the school program. Parents or guardians ~~A parent~~ may have the opportunity to preview films, videos or other non-rated media ~~a film~~ when practicably possible and that parents or guardians~~parent~~ must give prior consent before their~~his/her~~ student views~~may view~~ a film rated PG or PG-13 or other non-rated media.

Edited or non-rated~~unrated~~ films or ~~/~~videos will be shown at the discretion of the administrator.

The~~Parental~~ notification to parents or guardians for the showing of G movies at the secondary level will be at the discretion of the administrator.

Corrected 3/01/23

Code: IJ
Adopted: 12/08/10
Orig. Code: IJ

~~Guidance~~ School Counseling Program

The district's coordinated comprehensive school counseling ~~and guidance~~ program supports the academic, career, social-emotional, and community involvement development ~~focuses on the developmental needs~~ of all students. Each school will have a comprehensive counseling program for students in all grades, which will be ~~, K-12,~~ based on the Oregon Department of Education's *Oregon's Framework for Comprehensive School~~Guidance and~~ Counseling Programs*.[1] ~~*for Pre-kindergarten through Twelfth Grade*.~~

The district's comprehensive school counseling program may include a child development specialist program for grades K-8 students and families who reside in the attendance areas of district schools.

The district will adopt program goals, which will assist students to:

~~Counselors demonstrate respect for each individual's dignity and worth and encourage each student to develop individual responsibility and decision-making skills. Counselors coordinate the school guidance program and involve all staff members in designing and implementing plans to meet four major goals:~~

~~1. Educational Development – Students will develop an education plan and portfolio that utilizes educational opportunities and alternatives consistent with academic standards and their career aspirations;~~

~~2. Personal/Social Development – Students will develop appropriate interpersonal and communication skills for a variety of social and work settings; students will develop self-advocacy and decision-making skills, and confidence in their own abilities;~~

~~3. Career Development – Students in grades K-12 will develop career options consistent with their interests, abilities and values. Career development includes focus on vocation, avocation, family life, and citizenship.~~

~~4. Community involvement – Students will demonstrate the importance of making an individual contribution to the community.~~

~~Counselors of students in grades 7-12 will develop and annually review an educational plan which creates education, career and life goals, identifies learning goals and activities.~~

1. Understand and utilize the educational opportunities and alternatives available to them;

2. Meet academic standards;

[1] Oregon Department of Education - Comprehensive School Counseling

3. Establish tentative career and educational goals;

4. Create and maintain an education plan and education portfolio;

5. Demonstrate the ability to utilize personal qualities, education and training, in the world of work;

6. Develop decision-making skills;

7. Obtain information about self;

8. Accept increasing responsibility for their own actions, including the development of self-advocacy skills;

9. Develop skills in interpersonal relations, including the use of effective and receptive communication;

10. Utilize school and community resources;

11. Demonstrate and discuss personal contributions to the larger community; and

12. Know where and how to utilize personal skills in making contributions to the community.

Materials used in the counseling program will be free of content that may discriminate on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity, age, disability, or marital status, or that which permits or requires different treatment of students on such basis unless such differences cover the same occupation and interest areas and the use of such different material is shown to be essential to the elimination of discrimination.

~~Within the framework of the counseling and guidance goals, specific student and curricular objectives will be developed.~~

~~Within the areas of counseling and guidance responsibility, the counselor enters into professional relationships with three segments of the school community: students, school personnel and parents.~~ Consistent with individual rights and the counselor's obligations as a professional, the counseling relationship and resulting information may be~~is, in most instances,~~ protected as privileged communications by Oregon law.[2] ~~When appropriate, counselors will be responsible for explaining the ramifications of confidentiality to students.~~

END OF POLICY

Legal Reference(s):

ORS 40.245
ORS 174.100
ORS 326.565
ORS 326.575
ORS 329.603
ORS 332.107
ORS 336.187
OAR 581-021-0013
OAR 581-021-0046
OAR 581-022-2030
OAR 581-022-2055
OAR 581-022-2060
OAR 581-022-2250

[2] *See* ORS 40.245.

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).
Protection of Pupil Rights, 20 U.S.C. § 1232h (2018); Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. Part 98 (2019).
[House Bill 3041 (2021).]

Corrected 3/01/23

Code: IK
Adopted: 3/09/07
Revised/Readopted: 12/08/10; 8/14/13; 10/11/17
Orig. Code: IK

Academic Achievement**

The Board believes it is important that teachers have as much accurate knowledge of student achievement as possible to assess students' needs and growth; thus, a sharing of information among parent, teacher and student is essential.

The district shall ensure that all students have the opportunity to demonstrate progress toward mastery of the knowledge and skills of the student's current grade level or course content level. Students who have not yet met or who exceed all of the standards at any grade level, will be offered additional services or alternative educational~~education~~ or public school options.

The Board directs staff to follow these guidelines in measuring and determining student progress:

1. Parents and students will be informed at least annually, of their student's progress toward achieving the academic content standards, including but not limited to:

    a. Information on progress in each subject area to meet or exceed the academic content standards at the student's current grade level or course content level, including major goals used to determine the information;
    b. Specific evidence of student progress toward mastery of a continuum of academic knowledge and skills (academic content standards) of a subject area, upon request from a parent;
    c. Evidence of the student's progress in a continuum of knowledge and skills that are not academic and that may include student behaviors that are defined by the district;
    d. Student scores on all state and local assessments indicating any of the requirements that have been waived for the district or the individual and time periods for the waiver; and
    e. Student progress toward completion of diploma requirements to parents of students in grades 9-12, including credits earned~~, demonstration of extended application~~ and demonstration of extended application~~the Essential Skills~~.

2. Parents will be alerted and conferred with as soon as possible when a student's performance or attitude becomes unsatisfactory or shows marked or sudden deterioration;

3. Grades and/or portfolio content assessment will be based upon academic performance and will not include student attitude or behavior. Grades will not be used for disciplinary purposes. Absenteeism or misconduct shall not be the sole criterion for the reduction of a student's grade. Behavior performance shall be reported separately;

4. At comparable levels, the school system will strive for consistency in grading and reporting except when this consistency is inappropriate for certain classes or certain students;

5. When no grades are given but the student is evaluated in terms of progress, the school staff ~~also~~ will show whether the student is achieving course requirements at~~provide a realistic appraisal of~~ the student's current grade level;~~standing in relation to his/her peers.~~

6. The staff will take particular care to explain to students~~parents~~ the meaning of marks and symbols used to reflect student performance.

END OF POLICY

Legal Reference(s):

ORS 107.154
ORS 329.485
ORS 343.295
OAR 581-021-0022
OAR 581-022-2260
OAR 581-022-2270

Corrected 3/01/23

Code: IKAAA/GCCB/GDCB
Adopted: 6/12/13
Revised/Readopted: 10/11/17
Orig. Code: IKAAA/GCCB/GDCB

District Equity Policy

(Revisions submitted by district 12/19/22.)

Reynolds School District is dedicated to closing the opportunity gap and creating learning communities that provide support and academic enrichment programs for all students. Additionally, the district believes that it is the right of every student to have an equitable educational experience within the Reynolds School District.

The concept of educational equity goes beyond formal equality where all students are treated the same. Educational equity fosters a barrier-free environment in which all students, regardless of race, ethnicity, class, or other personal characteristics such as creed, color, religion, ancestry, national origin, primary language, age, economic status, immigration status, sex, gender identity, gender expression, sexual orientation, ~~including but not limited to gender expression or identity,~~ pregnancy status, marital status, criminal history, physical appearance, the presence of any sensory, mental or physical disability, or the use of a service animal by a person with a disability, have the opportunity to benefit equally.

Equity requires differentiating resource allocation, within budgetary limitations, to meet the needs of students who need additional supports and opportunities to succeed socially, emotionally and academically.

A student, whose history and heritage are appreciated and celebrated, may enjoy higher levels of learning and success, than a student who is forced to overcome cultural barriers.

The Reynolds School District will work toward:

1. Raising the achievement of all students while narrowing the gap between the lowest and highest performing students;

2. Systematically using districtwide, school-level and classroom level data disaggregated by Oregon Department of Education data sets (e.g., race/ethnicity, national origin, language, qualifici~~a~~tion for special education services, gender, non-binary, socioeconomic or immigration status and mobility) to inform District decision making;

3. Eliminating the racial predictability and disproportionality in all aspects of education and its administration (e.g., the disproportionate over-application of discipline to students of color, their over-representation in special education and their under-representation in various advanced learning programs);

4. Supporting all students~~, regardless of race or class,~~ to graduate from Reynolds School District ready to succeed in a racially and culturally diverse local, national, and global community.

In order to achieve educational equity for each and every student, the district shall embrace the following:

1. Equitable Access – The district shall provide every student with equitable access to a high quality curriculum, socio-emotional and academic supports, facilities and other educational resources, even when this means differentiating resource allocation;

2. Racial Equity Analysis – The district shall review existing policies, programs, professional development and procedures to ensure the promotion of racial equity, and all applicable new policies, programs and procedures will be developed ~~using a racial equity analysis tool~~to ensure the promotion of racial equity;

3. Workforce Equity – The district shall actively work to have the teacher and administrator workforce be balanced and reflect the diversity of the student body. The district shall~~intends to~~ recruit, employ, support and retain a workforce that includes racial, gender, and linguistic diversity, as well as culturally competent administrative, instructional and support personnel;

4. Professional Development – The district shall provide professional development to strengthen employees' knowledge and skills for identifying ~~eliminating~~ opportunity gaps and other disparities in achievement and using various strategies for eliminating them;

5. Welcoming School Environments – The district shall support ~~envisions that~~ each school in creating~~es a~~ welcoming ~~culture~~ and inclusive environments that reflect~~s~~ and support~~s~~ the diversity of the district's student population, their families, and communities;

6. Partnerships – The district shall~~will~~ include other partners who have demonstrated culturally specific expertise – including families, government agencies, institutes of higher learning, early childhood education organizations, community-based organizations, businesses, and the community in general – in meeting our high goals for educational outcomes;

7. Multiple Pathways to Success – The district shall provide multiple pathways to success in order to meet the needs of the diverse student body, and shall actively encourage, support and expect high academic achievement for all students;

8. Recognizing Diversity – Consistent with state regulations and district policy and within budgetary considerations, the district shall provide materials and assessments that reflect the diversity of students and staff, and which are geared towards the understanding and appreciation of culture, class, language, ethnicity and other differences that contribute to the uniqueness of each student and staff member.

The superintendent is authorized to develop procedures to implement this policy, including an action plan with clear accountability and metrics. At least annually the superintendent shall report to the ~~b~~Board on the progress toward achieving the goals outlined in this policy. The report shall be based on the district's annual goals ~~of the district's Equity Leadership Team~~, which are ~~set~~ developed in partnership with the superintendent and the ~~b~~Board.

END OF POLICY

Legal Reference(s):

ORS 332.107 ORS 342.437 - 342.449

Corrected 12/19/22

Code: IKAC
Adopted:

High School Classes for Pre-Grade 9 Students

The district encourages students to perform at the highest level possible in their course work. Recognizing that some middle school age students are able to master existing high school curriculum, it is the policy of the district to allow grade 8 students, who are qualified, to take designated high school classes/courses. High school credit may be granted, if students taking pregrade 9 courses, are required to meet performance criteria that are equivalent to the performance criteria for students taking the same high school classes.

The district may allow the granting of such credit to be used to reduce the units of credit required to be completed in grades 9 through 12 for high school graduation.

END OF POLICY

Legal Reference(s):

OAR 581-022-2000 OAR 581-022-2270

Corrected 3/15/23

PROPOSED

Code: IKAD
Adopted: 12/08/10
Orig. Code: IKAD

Grade Reduction/Credit Denial

Grade reduction or credit denial determinations may include student attendance. Student attendance may not be a sole criterion. If attendance is a factor, **prior** to a grade reduction or credit denial, the following shall occur:

1. The teacher will identify how the attendance and class participation is related to the instructional goals of the subject or course;

2. Parents and students will be informed;

3. Due process procedures are available to the student when the grade is reduced or credit denied for attendance rather than academic reasons;

4. Reasons for nonattendance are considered and the grade is not reduced or credit denied based upon absences due to:

   a. Religious reasons;
   b. A student's disability; or
   c. An excused absence, as determined by the district's policy.

END OF POLICY

Legal Reference(s):

ORS 339.280

Corrected 3/15/23

Code: IKFA
Adopted: 4/13/11
Revised/Readopted: 9/14/11
Orig. Code: IKFA

Early Graduation**

A student who wishes to graduate from high school in less than four years may apply for ~~E~~early ~~G~~graduation. Through assistance with the ~~H~~high ~~S~~school ~~Guidance Department~~counseling department, the student and parent/guardian will submit an application packet to the principal or designee~~s~~. Students approved for ~~E~~early ~~G~~graduation will develop an appropriate graduation plan and timeline which includes all elements necessary for graduation. Students completing early graduation will be allowed to participate in graduation ceremonies.

Students denied ~~E~~early ~~G~~graduation may appeal to the superintendent or designee.

END OF POLICY

Legal Reference(s):

~~ORS 329.447~~repealed
~~ORS 329.465~~repealed
ORS 339.030
ORS 339.115
ORS 343.295
OAR 581-022-0102(18)
OAR 581-022-~~1130~~2000
OAR 581-022-~~1210~~2030
OAR 581-022-~~1350~~2505

Corrected 3/15/23

Code: IL
Adopted: 12/08/10
Revised/Readopted: 3/13/13; 4/13/16; 6/08/16
Orig. Code: IL

Assessment Program**

The district's assessment program shall be designed for the purpose of determining district and school program improvement and individual student needs including the requirements of the Oregon Administrative Rules. Each year the district shall determine each student's progress toward achieving federal, state and local achievement requirements.

Assessments shall be used to measure the academic content standards and ~~Essential Skills and~~ to identify students who meet or exceed the performance standards ~~and Essential Skills~~ adopted by the State Board of Education.

Accordingly, the district shall maintain the following assessment program:

1. Criterion-reference assessments, including performance-based assessments, content-based assessments and other valid methods as may be required by state and federal requirements;

~~2. Assessment of Essential Skills;~~

~~3.~~2. Individual diagnostic and ability evaluations in all grades when students have been referred and parental permission obtained;

~~4.~~3. Assessments by individual teachers;

~~5.~~4. Other~~Optional~~ schoolwide and grade levelwide assessments~~, as recommended by the superintendent and as approved by the Board~~.

It is the intent of the Board that ~~individual~~ progress be measured in a manner that clearly enables the student and parents to know whether the student is making progress toward meeting or exceeding academic content standards. ~~and Essential Skills.~~ District, ~~and~~ school and individual results shall be reported to the Board, parents and the community, as prescribed by law.

The district shall make additional services or alternative educational or public school options available to any student who has not met or has exceeded all of the state-required academic content standards. Additionally, students in schools receiving Title I moneys that have been identified by the Oregon Department of Education (ODE), ~~as in need of improvement, corrective action or restructuring by ODE~~ will be provided supplemental services and public school options as required by law.

The district shall not discriminate in the methods, practices and materials used for assessment, evaluating and counseling students on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity, age, disability or marital status. Discrimination complaints shall be processed in accordance with established procedures.

Staff will receive in-service education in the use of designated assessments and interpretation of assessment results.

A parent on behalf of their student or an adult student may annually opt-out of taking a statewide summative assessments[1] by completing~~the Smarter Balanced~~ and submitting ODE's opt-out form[2]~~/or alternate Oregon Extended Assessments in English language arts and mathematics as provided in state law. The district shall provide the required notice and necessary forms~~ to the school~~student~~. The district shall provide supervised study time for students who are excused from participating in the assessment. A student may be excused from the Oregon Statewide Assessment Program for disability or religious reasons. Parents and adult students will be provided the required notices[3] and access to forms by the district that include a time frame in which statewide assessments will take place, and an adult student's or parent's right to request an exemption from taking the statewide summative assessments.

~~A student may be excused from other Oregon statewide assessments for disability or religious reasons.~~

The act of~~district shall establish conduct and discipline consequences for~~ student-initiated test impropriety is prohibited. A student that participates in an act of student-initiated test impropriety will be subject to discipline. "Student-initiated test impropriety" means student conduct that is inconsistent with the *Test Administration Manual* or accompanying guidance; or results in a score that is invalid.

The superintendent shall ensure a periodic review and evaluation of the district's assessment program is conducted.

END OF POLICY

Legal Reference(s):

ORS 40.245
ORS 326.565
ORS 326.575
ORS 329.479
ORS 329.485
ORS 336.187
ORS 659.850

OAR 581-021-0009
OAR 581-021-0030
OAR 581-022-2030
OAR 581-022-2060
OAR 581-022-2100
OAR 581-022-2110
OAR 581-022-2115

OAR 581-022-2250
OAR 581-022-2270
OAR 581-022-2310
House Bill 3041 (2021)
Senate Bill 602 (2021)

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 (2021).
Protection of Pupil Rights, 20 U.S.C. § 1232h (2018); Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. Part 98 (2021).
Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §§ 1400-1419 (2018).
Every Student Succeeds Act, 20 U.S.C. §§ 6311-6322 (2018).

Corrected 3/15/23

[1] For language arts and mathematics.

[2] Oregon Department of Education page for: 30-day notice and opt-out form

[3] Districts are required to provide notice twice each year: once at the beginning of the year~~;~~ and second time at least 30 days prior to the administration of the test.~~ The 30-day notice must first be provided during the 2015-2016 school year. The beginning of the year notice must first be provided during the 2016-2017 school year.~~

Code: IM
Adopted: 12/08/10
Orig. Code: IM

Evaluation of Instructional Programs

The purpose of evaluation of instruction will be to identify school and district needs for improvement of student achievement at the district and school levels.

The Board will rely on the administration to provide continuous evaluation of the educational program and instructional processes. The input of staff, students, parents and the community will be encouraged. A self-evaluation will be conducted to include a review of test results and other evaluative information. The Board may participate in such evaluation. It may also arrange for evaluations to be conducted by outside agencies.

The self-evaluation will be used as a basis for the development and implementation of a written district improvement plan. The district self-evaluation and improvement plan will meet the requirements of applicable Oregon Revised Statutes and Oregon Administrative Rules and may include, but not be limited to, realignment of curriculum, staff development and reallocation of staff and other special academic programs.

Appropriate research studies will be periodically reviewed to determine recent trends and developments in self-evaluation techniques.

The district improvement plan will be revised and updated on a annual basis. The superintendent will annually review and report test results and district improvement plan progress to the community. The plan will be made available to the public and submitted to the Oregon Department of Education upon request.

END OF POLICY

Legal Reference(s):

ORS 329.095
ORS 329.155

OAR 581-022-0606
OAR 581-022-1020
OAR 581-022-1130

OAR 581-022-1210
OAR 581-022-1340

Corrected 3/15/23

Code: IMB
Adopted:

District Improvement Program

The Board recognizes that the key work of school boards is to establish and promote a clear vision of student achievement as the top priority of the district. The district will accomplish this through continued evaluation and improvement of its programs.

The superintendent will ensure development and implementation of a comprehensive, collaborative planning and self-evaluation process that engages the school community in the district's goal setting and continuous improvement program efforts.

The district's program will be consistent with Oregon Department of Education requirements and reflected in school and district continuous improvement plans.

The district will, in striving for continuous improvement, annually review district and individual school data on student achievement and prioritize, allocate and realign resources as necessary. The district will annually review and report test results and progress to the community.

END OF POLICY

Legal Reference(s):

ORS 329.095 ORS 332.107 OAR 581-022-2250

Corrected 3/15/23

PROPOSED

Code: INB
Adopted: 12/08/10
Orig. Code: INB

Studying Controversial Issues

The Board supports the inclusion of controversial issues as part of students' education. The presentation and discussion of controversial issues will be informative. The development of ability to meet issues without prejudice and to withhold judgments while facts are being collected, assembled and weighed and to see relationships before drawing inferences or conclusions are among the most valuable outcomes of a free educational system.

Teachers will present an overall view of controversial issues and will guard against giving personal opinions until students have ~~had~~ an opportunity to:

1. Find, collect and assemble factual material on the subject;

2. Interpret the data without prejudice;

3. Reconsider assumptions and claims and to reach their own conclusions.

By refraining from expressing personal views before and during the period of research and study, the teacher will encourage students to search after truth and to think for themselves.

Before beginning a class in the study of an obviously controversial topic, a teacher will discuss with the principal:

1. Its appropriateness to the course;

2. Its appropriateness for the students' maturity level;

3. The approach to instruction;

4. The instructional materials to be used.

END OF POLICY

Legal Reference(s):

ORS 336.067 OAR 581-021-0009

U.S. CONST. amend. I.
OR. CONST., art. I.

Corrected 3/15/23

Code: INC
Adopted: 3/09/07
Revised/Readopted: 12/08/10; 10/11/17
Orig. Code: INC

Guest Speakers

Teachers are expected to help students investigate controversial issues which fall within the areas they are employed to teach. Discussion of controversial issues will help students learn to analyze problems, gather and sort facts, use discrimination in assessing facts and opinions, and draw conclusions.

A teacher who invites any resource speaker to appear before ~~his/her~~a class shall give notice of the invitation to the principal prior to the date of the scheduled appearance, ~~in order~~so that the principal may exercise judgment concerning the effect of the speaker on all aspects of the school program which come within ~~his/her~~the principal's responsibility. The principal may require a conference with the teacher and/or speaker to discuss the overall aspects of the presentation.

If the teacher feels a topic or speaker is controversial, and believes the topic or speaker may bring about repercussions harmful to the school or district, the teacher shall request a conference with the principal to decide the matter before the invitation is extended.

The administration is expected to exercise judgment and to investigate fully those proposed resource speakers about whom questions may arise.

Teachers/Club sponsors should encourage the use of resource speakers representing various approaches and points of view on a given topic or issue in order to afford students a more comprehensive understanding of the topic/issue.

An appropriate record shall be made of each resource person/speaker used and of ~~his/her~~the speaker's presentation.

The ideas presented and the speaker invited to present them shall have a demonstrable relation to the instruction or cocurricular activity in which participating students are involved.

Prior to ~~his/her~~ participation, the speaker shall be given in writing and shall agree to abide by the following regulations:

1. Profanity, vulgarity and lewd comments are prohibited;

2. ~~Tobacco use~~Use of tobacco products or inhalant delivery systems is prohibited;

3. Remarks which are, including but not limited to, ~~S~~sexist, discriminatory, derogatory or racial ~~remarks or derogation of~~toward any group or individual is prohibited;

4. The teacher, club sponsor or member of the administration responsible for inviting the speaker has the right and obligation to interrupt or suspend the presentation if the conduct or content being presented by the speaker is judged to be in poor taste or endangers the health and safety of the students~~/~~ or staff.

END OF POLICY

Legal Reference(s):

ORS 332.107 ORS 336.067

Corrected 3/15/23

Code: INDB
Adopted: 1/11/12
Revised/Readopted: 2/12/14; 4/13/16
Orig. Code: INDB

Flag Displays and Salutes

A United States (U.S.) flag and an Oregon State flag shall be displayed on or near each school building under the control of the Board or used by the district, during school hours, except in unsuitable weather and at any other time the Board deems proper.

A National League of Families' POW/MIA flag of appropriate size shall be displayed on or near each school building when required by state law[1] and in the same manner as a U.S. and Oregon State flag.

The district shall obtain and display a U.S. ~~United States~~ flag of an appropriate size for each classroom.

Students shall receive instruction in respect for the national flag~~,~~ and be provided an opportunity to salute the U.S. ~~United States~~ flag at least once each week during the school year by reciting *The Pledge of Allegiance*.

A flag salute may be implemented at assemblies, before or after school, at lunch, special events, home room class, athletic contests or at other times deemed appropriate by the principal. Individual staff members and students who do not participate in the salute must maintain a respectful silence during the salute.

Upon request from an Oregon Sovereign tribal government, a flag representing the sovereign tribal government must be displayed on, near, or within a school building during school hours. The location of the flag will be determined by the district in consultation with the requesting sovereign tribal government.

END OF POLICY

Legal Reference(s):

ORS 186.110
ORS 332.107
ORS 336.067
ORS 339.875
OAR 581-021-0043

W. Va. St. Bd. of Educ. v. Barnette, 319 U.S. 624 (1943).

Corrected 3/15/23

[1] The National League of Families' POW/MIA flag must only be displayed on or near buildings that have existing flagpoles or other infrastructure installed to properly display the U.S., Oregon State, and National League of Families' POW/MIA flags simultaneously.

Code: ING
Adopted: 12/08/10
Revised/Readopted: 2/12/14; 10/11/17
Orig. Code: ING

Animals in District Facilities

Animals are only permitted in district facilities under the following circumstances:

1. ~~Only s~~Service animals[1] serving persons with a disability; ~~and~~

2. ~~a~~Animals approved by the human resource director or designee that are part of an approved district curriculum or cocurricular activity ~~are allowed in district facilities.~~; and

3. Therapy *dogs* to support social emotional learning *by invitation of, or with permission from the district's building principal*.

Approved animals must be adequately cared for and appropriately secured. Only the teacher or students designated by the teacher are to handle the animals. If animals are to be kept in the classroom on days when classes are not in session, arrangements must be made for their care.

Animals, except those service animals serving persons with a disability, may not be transported on a school bus.

END OF POLICY

Legal Reference(s):

ORS 332.107
ORS 659A.400

OAR 581-053-0010
OAR 581-053-0230(9)(j)
OAR 581-053-0330(1)(q)

OAR 581-053-0430(16)
OAR 581-053-0531(15)

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2012); 28 CFR §§ 35.104, 35.136 (2017).
Americans with Disabilities Act Amendments Act of 2008.

Revised/Amended 1/25/23

[1] The American with Disabilities Act definition of "service animal" means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability. Companion and comfort animals are not considered service animals. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. The work or tasks performed by a service animal must be directly related to the individual's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort~~,~~ or companionship do not constitute work or tasks for the purposes of this definition. The law and its regulations also make an allowance for miniature horses.

Code: ING-AR(1)
Revised/Reviewed: 3/09/07; 12/08/10; 9/10/14
Orig. Code: ING

Animals in District Facilities

~~In order to protect both students and animals the following guidelines are adopted for use in all schools in the district.~~

~~1. Permission must be obtained from the principal before animals are brought into the school.~~

~~2. The only animals allowed to be housed in a classroom must be for a specific and appropriate educational purpose and shall be allowed only for the amount of time necessary to achieve the educational goal.~~

~~3. All animals must be in good physical condition and vaccinated, when appropriate, against transmittable diseases.~~

~~4. Special consideration should be given to the effect of furred and feathered animals on allergic children, before bringing the animals into the classroom.~~

~~5. The teacher will be responsible for the proper control of animals brought to school for instructional purposes, including the effective protection of children when animals are in the school. This will include keeping the animal in an appropriate cage or container that prevents contact with fecal material and instruction in adequate hand washing after handling animals.~~

~~6. No animals are to be allowed to run freely in the classrooms, food areas, or activity areas.~~

~~7. All fecal material must be cleaned from the cage of any mammal or rodent on a daily basis and an appropriate sanitizer used. Reptiles, fish, and insects must be cared for in a manner to minimize odor and maintain health.~~

~~8. No poisonous animals shall be brought into the school.~~

~~The principal shall be advised of any animals to be housed in the classroom. At the Pprincipal's discretion, permission to keep the animal may be denied based on these considerations: (1) the purpose for the animal's presence; (2) the ability of the teacher to control the animal; and (3) the past practice in the classroom.~~

~~Animals serving persons with a disability would be an exception to this administrative regulation.~~

Service Animals in Schools

~~9.~~1. Service Animal Defined

A "service animal" means an animal which is trained to do a task or service directly related to a disability. Service animals must be individually trained to do work or perform tasks. Service animal includes service animals in training.

Service animals do not include "emotional support animals" or "professional therapy animals" which are animals that provide a sense of safety, companionship, and comfort as these animals are not trained to perform a specific task for their handlers.

~~10.~~2. Procedures for Service Animal Access

a. The service animal must be under the control of a handler at all times and be harnessed, leashed or tethered, unless the devices interfere with the service animal's work or the individual's disability prevents the individual from using these devices. Individuals who cannot use such devices must maintain control of the animal through voice, signal or other effective controls.

b. Access by the Public

(1) Individuals with disabilities are permitted to be accompanied by their service animal in all areas of district property where members of the public, students and employees are allowed to go.
(2) When an individual with a disability brings a service animal onto district property, the district shall not ask about the nature or extent of a person's disability, but may make the following two inquiries to determine whether the animal qualifies as a service animal:

(a) If the animal is required because of a disability; and
(b) What work or task the animal has been trained to perform.

See form in administrative regulation ING-AR(2) to complete for such questions.

c. The district shall not make such inquiries of an individual when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability.
d. An individual with a disability may not be required to provide documentation such as proof that the animal has been certified, trained or licensed as a service animal.

~~11.~~3. Access by Employees or Students

a. An employee who may require the assistance of a service animal should contact human capital management to make arrangements for such assistance.
b. Students who may require the assistance of a service animal should contact their building principal to make arrangements for such assistance.
c. Employees and students using service animals should proactively collaborate with school staff members to make arrangements for the service animal at school. The following are examples of arrangements that may be considered, as necessary:

(1) A rest place and rest time for the service animal.
(2) Appropriate areas and times of the day for the service animal to relieve itself.

(3) Information, as needed, for employees and students about the services animal.
(4) Clarification, as needed, of emergency procedures.

~~12.~~4. Parents or Animal Handlers

Third-party service animal handlers who will be regularly present in school for the purpose of assisting a student with the student's service animal will be subjected to the same requirements and standards of conduct that apply to other school volunteers.

~~13.~~5. Handling Conflicting Needs

If the district is or becomes aware of another individual who is adversely affected by the service animal (e.g. an allergy or anxiety disorder), the district will collect necessary information from the parties and determine how best to address the needs of both individuals. The district will provide notice to all parties of the resolution of the situation.

~~14.~~6. Removal or Exclusion of a Service Animal from School or School Property

The district may ask an individual to remove a service animal from district property if any one of the following circumstances occurs:

a. The animal is out of control and the animal's handler does not take effective action to control it.
b. The animal is not housebroken.
c. The animal's presence would fundamentally alter the nature of the service, program or activity.
d. The animal is found not be performing a task or a service directly related to a disability.

If the district excludes an animal, it will provide the individual with a disability the opportunity to participate in the service, program or activity without having the service animal on the premises.

A person whose service animal has been excluded or removed may appeal the decision using the discrimination complaint process found in Board policy AC – Nondiscrimination and its accompanying administrative regulation.

~~15.~~7. Responsibility/Liability

Neither the district, nor its employees, are responsible for the cost, care, or supervision of the service animal. The owner/handler of the service animal is responsible for any and all damage caused by the service animal at school, on school premises or at school activities.

Professional Therapy Dogs

1. Therapy Dog Defined

"Therapy Dog" means a dog that is selected, trained and has graduated from a program that is a member of Therapy Dogs International or a similar nonprofit organization that trains the dog to provide specific physical or therapeutic functions, under the direction and control of a qualified handler.

A therapy dog performs its tasks by permission or invitation. They are not accorded the same rights as service animals as defined by the Americans with Disabilities Act. An animal that does not meet the definition of therapy dog or service animal as defined in this regulation shall be subject to the conditions set for an animal visitor referenced below.

2. Therapy Dog Handler Defined

"Therapy dog handler" means an employee of the district or a volunteer who has received training and/or certification from Therapy Dogs International or a similar nonprofit organization for handling a specific therapy dog and who will be handling or overseeing care of that specific therapy dog for the entire time the dog is on district property.

3. Approval Process for the Use of a Therapy Dog on District Property

District staff who wish to have therapy dogs made available to students shall submit a plan to the building principal. The proposal shall address all of the following areas:

a. A detailed schedule outlining the location, times, details of when and how the therapy dog will be used in the school and expected duration of use in the school (e.g. month, school year). The schedule should include a timetable with built-in break and rest periods for the animal.
b. The certification the proposed therapy dog has received, including the training required to receive the certification.
c. The credentials of the certification provider.
d. An up-to-date vaccination certificate for the dog.
e. Proof of liability insurance for both the handler and the therapy dog.
f. The student(s) whom the therapy dog is intended to serve.
g. The anticipated goals for use of the therapy dog.
h. The proposed training to be provided to students on the appropriate behavior and treatment of the therapy dog and the consequences for inappropriate treatment of the therapy dog.

The building principal shall submit any proposal meeting with their approval to the superintendent or designee for final review and approval. The superintendent or designee must approve the proposal in writing prior to the therapy dog entering district property. A letter must be sent home to the students in any classes where the therapy dog will be present, prior to the dog being allowed on site, to elicit information concerning allergies, extreme phobias, or religious considerations from the students and/or parents or guardians.

A therapy dog proposal may be rejected if:

a. The proposal does not meet the requirements of this regulation.
b. The principal, superintendent or designee does not perceive any educational benefit to be achieved based on the information contained in the proposal.
c. The principal, superintendent or designee believes that the time required to meet the needs of the therapy dog are inconsistent with the assigned duties of the school employee(s) proposed as the therapy dog's handler(s).
d. The proposal is otherwise inconsistent with the needs of the school or school building.
e. A parent, student, or staff member raises legitimate concerns regarding documented allergies, extreme phobias, or religious considerations.

Approved therapy dogs:

a. Must be at least one year old.
b. Must be house-broken.
c. Must be current on all vaccinations and immunizations.
d. Needs to reside with the handler a minimum of six months before initiating work with the school.
e. Zero bite policy – any therapy dog that bites, or attempts to bite, a person or an animal will not be allowed back on any district property.
f. Must always be on a leash and/or under the control of the handler.
g. Injured or sick animals (within the last 24 hours) will NOT be brought on district property.
h. Must be clean and well groomed, including teeth and nails.
i. Must have appropriate identification identifying it as a therapy dog at all times while on district property.

Any approved therapy dog may have its approval suspended or curtailed, at any time, for any reason. District employees shall not receive any additional pay, stipend or compensation for providing the therapy dog or for being the handler and/or owner of the therapy dog. The supervision and care of the approved therapy dog is solely the responsibility of the therapy dog handler when the therapy dog is on district property. The therapy dog handler will assume full responsibility and liability for any damage to district property or injury to district staff, students, or others while the therapy dog is on district property.

This administrative regulation is not intended to, and does not allow students, parents or staff to bring emotional support animals onto district property. Individuals who bring an animal onto district property that does not meet the definition of a service animal or therapy dog approved pursuant to this regulation will be required to remove the animal from district property immediately. Repeated violations may result in disciplinary and/or trespass action.

4. Responsibility/Liability

Neither the district, nor its employees, are responsible for the cost, care or supervision of the therapy dog. The owner/handler of the therapy dog is responsible for any and all damage caused by the dog at school, on school premises or at school activities.

All Other Animals on District Property

The district recognizes that under proper conditions animals can be an effective teaching aid. At the same time, the presence of animals can result in problems with allergies, indoor air quality, noise, sanitation and hygiene. Therefore, domesticated animals are not allowed on district property and will not be brought on district grounds, into schools or transported on district buses. This includes but is not limited to horses, dogs, cats, rabbits, rodents, birds, amphibians, reptiles and other encaged, aquatic or farm animals.

1. Requests for Animal Visitors

a. All requests to have animal visitors (student or staff "Show and Tell," for example) in the classroom or on school property during school hours must be submitted to the principal or designee in advance and in writing.
b. Included in the request should be a description of the activity, type of animal, educational purpose/benefit, length of activity and a plan for the care of the animal. Additionally, if

applicable, the request should include verification that the animal is properly and currently licensed with the appropriate inoculations. The principal or designee has the discretion to permit or deny the presence of any animal visitor in the school.

c. Prior to approving the request, the principal or designee shall determine whether any child has a health condition (such as allergies) that could be exacerbated by exposure to animals. Parents must be notified of the plans to have an animal in the classroom so that accommodations may be made for their student.

d. Animals will be permitted in classrooms only for a specified and appropriate educational purpose and for the time necessary to achieve the educational goal. This exception is not intended to allow long-term, regular or continuous animal visitors.

2. Teacher Responsibilities for Animal Visitors

a. Teachers must assume primary responsibility for the proper treatment of animals in the classroom. If animals are to be kept in the classroom on days when classes are not in session, the teacher must make arrangements for their care and safety.

b. All fecal material must be cleaned from the cage of any mammal or rodent on a regular basis and an appropriate sanitizer used. Reptiles, fish and insects must be cared for in a manner to minimize odor and maintain health.

c. All animal food will be stored in metal containers with tight-fitting lids for pest prevention.

d. Teachers are responsible for maintaining the living space for animals. Spilled food and/or bedding materials must be cleaned up daily. Cleaning of cages, habitats, dog beds and disposal of animal waste will be performed by the teacher, not custodial staff.

e. Animal waste must be disposed of in an outside dumpster.

3. Owner/Handler Responsibilities for Animal Visitors

Owners shall be solely responsible for the care/safety of their animals and for injuries sustained to the animal or to people due to the presence of the animals at the school.

4. Limitations

a. No poisonous animals shall be brought into the school.

b. No wild animals including skunks, raccoons, bats, squirrels, monkeys, amphibians or birds shall be allowed unless under the control of an individual trained in the care and management of the animals (i.e. zookeepers, veterinarians, etc.)

c. No animals will be allowed free range in the facility or grounds.

d. Horseback riding, pony rides and donkey basketball on school grounds or school parking lots is prohibited.

e. Animals will remain in cages unless removed for short periods of time by individuals who have been trained to handle the animal. Students will be instructed in the care and handling of the animal.

f. Children will not clean cages, aquariums, terrariums or litter boxes, without parental permission and sanitation training.

g. Dogs must be kept off all play areas, as well as student arrival and dismissal areas. All dogs must be kept on a leash with a maximum length of eight feet and must be kept under the owner's control at all times.

h. District facilities will not be modified to accommodate an animal without Maintenance Department approval.

Exception to this Administrative Regulation

Under the Emergency Management Memorandum of Understanding with Multnomah County, kenneled pets may be allowed on campuses when they are being utilized as an emergency shelter. Livestock are not permitted. Pet owners are responsible for pick-up and disposal of any pet waste.

Revised/Amended 1/25/23

Code: ING-AR(2)
Revised/Reviewed: 12/08/10; 10/11/17
Orig. Code: ING-AR(2)

Animals in District Facilities

If the animal is a service animal[1], please answer the following questions:

1. Is the service animal required due to a disability? _____

_____

2. What work or task has the service animal been trained to perform[2]?

_____

_____

If an animal is not a service animal, the district staff may request emergency contact information.

Reviewed 1/25/23

[1] The American with Disabilities Act definition of "service animal" means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability. Companion and comfort animals are not considered service animals. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. The work or tasks performed by a service animal must be directly related to the individual's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition. The law and its regulations also make an allowance for miniature horses.

[2] The district may request this information if the nature of the work or task the assistance animal is trained, or is being trained to do or perform, is not readily apparent.

Code: INI
Adopted: 12/08/10
Orig. Code: INI

Animal Dissection**

District students in grades K through 12 may refuse to dissect any vertebrate or invertebrate animal. In addition, the student's parents may refuse to allow the student to dissect the animal.

The district shall allow the student to participate in an alternative dissection exercise to demonstrate competency in the coursework. This exercise may include virtual dissection software or application, videos, DVDs, CD-Roms, films, computer programs, models, books, clay modeling or transparencies.

A teacher may not discriminate against or lower the grade of a student for not participating in the dissection exercise.

The district shall notify students who have dissection as part of their coursework and the parents of those students about the provisions of this policy.

END OF POLICY

Legal Reference(s):
ORS 332.107 ORS 337.300

Corrected 3/15/23

RESOLUTION #2023-2024-002
PROCLAIMING THE CELEBRATION OF
NATIONAL HISPANIC / LATINO HERITAGE MONTH

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

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

WHEREAS, the contributions of persons with Latino 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, Latino 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 Latino farm workers were a crucial part of Oregon's agricultural economy. As early as the 1960s, Latino 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 Latino 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 LATINO 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/Latino to our country, our state, our cities, and our schools.

Adopted this 23rd day of August 2023.

Signed:

Signed:	Attest:
_____	_____
Chair, Reynolds School Board of Directors	Superintendent of Schools / Clerk

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

To: Board of Directors

From: Koreen Barreras-Brown, Chief Academic Officer

Subject: Intergovernmental Agreement (IGA) Columbia Regional Autism Services

Type: ☒ Action Item ☐ Report / Presentation

Policy: IGBAJ: Special Education – Free Appropriate Public Education (FAPE)

Date: August 23, 2023

Connection to Strategic Plan Goal Topics:

☒ Marginalized Students
☐ Culturally Responsive Teaching
☐ Student and Staff Wellness
☐ Professional Development

Summary / Background:
Columbia Regional's Autism Services provides professional development, technical assistance, and consultation to the Reynolds School District for students who are eligible under Autism Spectrum Disorder. The previous contract covered services from July 1, 2022 through June 30, 2023. The IGA proposed today covers services from July 1, 2023 through June 30, 2024.

The services provided by Columbia Regional include providing professional development, technical assistance, and/or consultation for District staff to support students eligible under Autism Spectrum Disorder.

Previous Board Action:
The Board previously authorized an IGA with Portland Public Schools on behalf of Columbia Regional Program for Autism Services in October 2022.

Financial Implications:
The 2023-24 Budget includes allocation of Autism Services. Total calculated for the proposed agreement is $275,000.

Motion:

A. Motion Made by Board Member:
    a. I move that Board authorize the District to enter into an IGA with Portland Public Schools on behalf of the Columbia Regional Program for Autism services.
B. Motion Seconded by Another Board Member
C. Points of Clarification / Discussion
D. Call for Board Vote

INTERGOVERNMENTAL AGREEMENT
between
SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON
(PORTLAND PUBLIC SCHOOLS) on behalf of COLUMBIA REGIONAL INCLUSIVE SERVICES
and
REYNOLDS SCHOOL DISTRICT

Contract No. IGA_____

THIS IGA SHALL BE BINDING ON THE DISTRICT ONLY IF IT IS SIGNED BY THE DEPUTY CLERK OR AUTHORIZED DESIGNEE

This Intergovernmental Agreement ("Contract") is made by and between School District No. 1J, Multnomah County, Oregon ("Portland Public Schools" or "District") on behalf of Columbia Regional Inclusive Services ("Columbia") and Reynolds School District ("Agency") pursuant to authority granted in ORS Chapter 190. District and Agency agree as follows:

AGENCY DATA

Agency Name: Reynolds School District
Agency Contact Person: Deb Miller
Address: 1204 NE 201st Ave
City, State, ZIP: Fairview, OR 97024
Telephone: 503-661-7200 x 3216
Email: dgmiller@rsd7.net

District Point of Contact: Darthea Park (*dpark@pps.net*), Columbia Regional Inclusive Services, Portland Public Schools, P.O. Box 3107, Portland, Oregon 97208-3107

***All information in this contract is subject to public records law. Please contact the District Point of Contact listed above if you have questions.**

TERMS AND CONDITIONS

1. **Term and Termination.** This Contract becomes effective on July 1, 2023. Unless earlier terminated as provided below, this Contract shall continue through June 30, 2024.

2. **Early Termination.** Unless otherwise specified herein, this Contract may be terminated as follows:

   a. Mutual: District and Agency may terminate this Contract at any time by their written agreement.

   b. Unilateral: Either party may terminate this Contract upon providing 30 days' written notice to the other party.

3. **Contract Documents.** This Contract consists of these Terms and Conditions and the documents ("Exhibits") listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence over all other documents. The Exhibits to this Contract include the following documents:

   Exhibit A (Statement of Work)
   Exhibit B (Budget)

4. **Statement of Work.** Agency shall perform the work described in Exhibit A (Statement of Work).

5. **Maximum Total Payment; Invoices.** The District will make no payment until this Contract is fully executed by the authorized representatives of both parties. District shall pay Agency up to a maximum total payment, including all expenses whatsoever, of $275,000 for services provided by Agency. Agency shall invoice Columbia upon work completion and submit invoices to the person and address below:

   Darthea Park (dpark@pps.net)
   Columbia Regional Inclusive Services
   833 NE 74th Ave.
   Portland, Ore. 97213

   Upon work completion and Columbia acceptance, District invoice approval, and in accordance with these Terms and Conditions, District shall pay Agency net 30 days.

6. **Independent Contractor Status.** By its signature on this contract, Agency certifies that the service or services to be performed under this Contract are those of an independent agency as defined in ORS 670.600, and that Agency is solely responsible for the work performed under this Contract. Agency represents and warrants that Agency, its subcontractors, employees, and agents are not "officers, agents, or employees" of the District within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300). Agency shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Agreement.

7. **Subcontracts; Assignment.** Neither party may subcontract, assign, or transfer (collectively, "Subcontract") any part of this Contract without the prior written consent of the other party. If consent to a Subcontract is properly given, then in addition to any other provisions of this Contract, the subcontracting party shall hold its subcontractor to all the terms and conditions of this Contract that would otherwise bind the party to whom consent was given. The parties agree that any such Subcontracts shall have no binding effect on the consenting party to this Contract.

8. **Access to Records.** Each party shall have access to the books, documents, and other records of the other party (electronic or otherwise) that are related to this Contract for the purpose of examination, copying, and audit, unless otherwise limited by law.

9. **Ownership of Work.** Agency agrees that all work products created or developed for District by Agency pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Agency's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Agency hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. *District claims no right to any pre-existing work product of Agency provided to District by Agency in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.* If this Contract is terminated by either party or by default, then in addition to any other rights provided by this Contract, District may require Agency to transfer and deliver such partially completed reports or other documentation that the Agency has specifically developed or specifically acquired for the performance of this Contract.

10. **Criminal Background Check.** Agency authorizes District to obtain information about Agency and Agency's history and to conduct a criminal background check, including fingerprinting, of any officer, agent, or employee of Agency that will have unsupervised contact with students. Agency also agrees to cause Agency's employees and/or subcontractors, if any, to authorize District to conduct such background checks. Agency shall pay all fees assessed by Oregon Department of Education for processing the background check. District may deduct the cost of such fees from a progress or final payment to the Agency under this Contract, unless Agency elects to pay such fees directly.

11. **Confidentiality; FERPA Re-disclosure. Family Education Rights and Privacy Act ("FERPA") prohibits the re-disclosure of confidential student information.** Except in very specific circumstances, Agency shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that Agency may learn or obtain in the course and scope of its performance of this Contract. Any re-disclosure of confidential student information must be in compliance with the re-disclosure laws of FERPA. Agency is not to re-disclose information without prior written notification to and written permission of Portland Public Schools. If Portland Public Schools grants permission, Agency is solely responsible for compliance with the re-disclosure under §99.32(b). Consistent with FERPA's requirements, personally identifiable information obtained by Agency in the performance of this Contract must be used only for the purposes identified in this Contract.

12. **Compliance with Applicable Law.** Each party shall comply with all federal, state, and local laws applicable to public contracts and to the work done under this Contract, and all regulations and administrative rules established pursuant to those laws.

13. **Mutual Indemnification.** Subject to the limitations of the Oregon Constitution (Article XI, Section 7) and the Oregon Tort Claims Act (ORS 30.260 through 30.300), Agency shall indemnify and defend District from and against all liability, loss, and costs arising out of or resulting from the acts of Agency, its officers, employees, and agents in the performance of this Contract.

    Subject to the limitations of the Oregon Constitution (Article XI, Section 7) and the Oregon Tort Claims Act (ORS 30.260 through 30.300), District shall indemnify and defend Agency from and against all liability, loss, and costs arising out of or resulting from the acts of District, its officers, employees, and agents in the performance of this Contract.

14. **Insurance.**

    ☐ Agency and District are self-insured according to the statutory limits set in the State of Oregon for any liability, property, and auto claims. The parties represent and warrant that they have and will maintain adequate funding of this self-insurance to cover any claim that may result from or arise out of this Contract. In addition, Agency is self-insured for its workers' compensation for employees and shall provide benefits as prescribed by the State of Oregon.

    OR

    ☒ At all times while providing services under this Contract, Agency shall maintain in force at Agency's expense insurance coverage at least equal to the value of this Contract and the following insurance coverage(s), as applicable:

    a. Workers' Compensation. As required by ORS 656.017, subject employers shall provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Agency and all subcontractors of Agency with one or more employees shall have this insurance unless exempt under ORS 656.027. Agencies that are statutory subject employers shall submit a certificate of insurance to District showing proof of coverage.

    b. Professional Liability / Errors & Omissions (E&O). If Agency is providing services that require a state license (including, but not limited to, accounting, architectural, auditing, dental, legal, medical, and psychiatric), then Agency shall maintain professional liability / E&O insurance coverage of at least $1,000,000 for each claim, incident, or occurrence, and at least $2,000,000 annual aggregate coverage. This coverage shall provide extended reporting period coverage for claims made within two years after this Contract is completed or otherwise terminated according to its terms.

    c. General Liability. Agency shall maintain general liability insurance coverage of at least $1,000,000 for each claim, incident, or occurrence, and at least $2,000,000 annual aggregate coverage.

    d. Motor Vehicle Liability. If Agency is providing services that require Agency to transport District personnel, students, or property, then in addition to any legally required insurance coverage, Agency shall maintain motor vehicle liability insurance of at least $1,000,000 for each claim, incident, or occurrence.

    e. Additional Requirements. All insurance coverage shall be provided by an insurance company having an A.M. Best rating of at least A- and/or licensed to do business in Oregon. Agency alone is responsible for paying all deductibles and retentions. A cross-liability clause or separation of insureds condition shall be included in all general liability policies required by this Contract. Agency's coverage shall be primary in the event of loss.

    f. Certificate of Insurance. Upon District request, Agency shall furnish to District a current certificate of insurance for each of the above coverages within 48 hours of District request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that District, its agents, officers, and employees are additional insureds with respect to Agency's services provided under this Contract. The certificate must specify an additional insured endorsement, and Agency shall attach a copy of the endorsement to the certificate. If requested by District, Agency shall also provide complete copies of insurance policies to District.

15. **Controlling Law; Venue.** Any dispute under this Contract or related to this Contract shall be governed by Oregon law, and any litigation arising out of the Contract shall be conducted in courts located in Multnomah County, Oregon.

16. **Amendments; Renewal.** Any amendments, consents to or waivers of the terms of this Contract shall be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.

17. **Waiver; Severability.** Waiver of any default or breach under this Contract by either party does not constitute a waiver of any subsequent default or a modification of any other provisions of this Contract. If any term or provision of this Contract 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 this Contract did not contain the particular term or provision held invalid.

18. **Counterparts.** The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.

19. Entire Agreement. When signed by the authorized representatives of both parties, this Contract and its attached exhibits is their final and entire agreement. As their final expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

I HAVE READ THIS CONTRACT AND ITS ATTACHED EXHIBITS, IF ANY. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT ON BEHALF OF THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.

AGENCY

_____
Signature

_____
Printed Name and Title

_____
Date

DISTRICT

_____
Emily Courtnage
Director, Purchasing & Contracting

_____
Date

COLUMBIA REGIONAL CONTACT:

Darthea Park
Columbia Regional Inclusive Services
833 NE 74th Avenue
Portland, Or 97213
503.916.5570

TIN: 93-6000830

Exhibit A

Autism Services Statement of Work

Columbia Regional Inclusive Services and Agency will partner to deliver the following regional services to eligible individuals with Autism Spectrum Disorder:

I. Program Modifications/Supports for School Personnel

Columbia Regional Inclusive Services (Columbia) shall provide one or more of the following services:

Develop a calendar for professional development, coaching, technical assistance, and identify for districts and EI/ECSE service providers the participation levels for each. Assistance options for these shall include one or more of the following options:

a) Instructional assistant training through a series of one or more sessions;

b) Intensive professional development and technical assistance through a series of sessions, and follow-up to support implementation as determined by contractor and based on requests or needs identified by the school district;

c) Professional development and technical assistance via one or more sessions on identified topics as determined by contractor and based on requests or needs identified by the school district;

d) Professional development and technical assistance of evaluation to determine eligibility via one or more sessions;

e) Workshops conducted by experts in the field;

f) Intensive program development technical assistance (i.e. EI/ECSE Program, middle/high/transition program, elementary program) through a series of sessions and follow-up;

g) Professional development and technical assistance on communication systems development and implementation through a series of sessions and follow-up;

h) Professional development and technical assistance on intensive behavior support through a series of sessions and follow-up;

i) Intensive technical assistance and coaching imbedded within a specific program or classroom over a series of sessions and follow-up, or one-time session;

j) Facilitating a team in the Autism Self-Assessment and Development of Program tool over a series of sessions or one time session;

k) Technical assistance or professional development in Team Facilitation in conducting the Autism Self-Assessment and Development Program over a series of sessions or one time session;

l) Provision of New Autism Specialist or Consultant professional development through a series of sessions.

II. Supplementary Aides and Services

Columbia Regional Inclusive Services and Agency shall provide one or more of the following services:

a) Consultant in IEP or other meetings;

b) Consultation for specific student programming in: provision of curriculum accommodations, behavior support plans individualized schedules customized materials, communication system development;

c) Provision of parent training via one or multiple sessions.

Columbia Regional Inclusive Services and Agency may provide one or more of the following services:

a) Serve on school district or EI/ECSE evaluation teams, created in accordance with OAR 581-015-2550, to determine eligibility for special education and related services, early intervention, early childhood special education services, and Regional Services.

b) Serve on Individualized Education Program (IEP) and Individualized Family Service Plan (IFSP) teams, as those terms are defined in OARs 581-015-2210 and 581-015-2825.

Agency will complete the following contractual agreements:

- Notify Columbia/PPS if indirect will be assessed and if so the amount. Indirect is subtracted from the total amount of the contract;
- Submit quarterly invoices that include financial documentation (expenditure reports, payroll documents, etc.);
- The final invoice must be submitted by July 19, 2024;
- Each child/student who is regionally eligible for ASD will have a signed referral form for Columbia Regional Inclusive Services kept in their district file;
- Students eligible for regional services will be reported on the December 1, 2023 census as regionally eligible.

EXHIBIT B

Reynolds School District

2023-24 Autism Services

Object Code	Account Title	2023-24 Proposed Budget
110	Salaries	**$**
121	Substitutes	**$**
130	Additional Pay	**$**
210	PERS Employer contribution	**$**
220	Social Security Administration	**$**
231	Workers' Compensation	**$**
232	Unemployment Compensation	**$**
240	Employee Benefits	**$**
	Sub-total (Salaries)	**$**
341	Travel: Within District	**$**
342	Travel: Outside District	**$**
345	Travel: Professional Development	**$**
351	Telephone charges	**$**
410	Supplies and Materials	**$**
	Sub-total (Costs)	**$**
690	Grant indirect charges	**$**
	Total (Salaries + Costs + Grant Indirect Charges)	**$ $275,000**

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

To: Board of Directors

From: Koreen Barreras-Brown, Chief Academic Officer

Subject: **Intergovernmental Agreement (IGA) – Portland Public Schools, Columbia Regional, Deaf & Hard of Hearing Classrooms**

Type: ☒ Action Item ☐ Report / Presentation

Policy: IGBAJ: Special Education – Free Appropriate Public Education (FAPE)

Date: August 23, 2023

Connection to Strategic Plan Goal Topics:

☒ Marginalized Students
☐ Culturally Responsive Teaching
☐ Student and Staff Wellness
☐ Professional Development

Summary / Background:
Columbia Regional's Deaf and Hard of Hearing Program provides educational services to Reynolds School District students who are deaf or hard of hearing. The previous contract covered services from August 30, 2022 through June 30, 2023.

The proposed agreement runs from August 29, 2023 through June 30, 2024.

In 2022-23, five (5) Reynolds School District students received Deaf and Hard of Hearing services through the Columbia Regional. RSD students served under this IGA required a level of support only Columbia Regional's Deaf and Hard of Hearing Program can provide at the present time.

Previous Board Action:
The Board previously authorized an IGA with Portland Public Schools on behalf of Columbia Regional Program for Deaf and Hard of Hearing students in August of 2022.

Financial Implications:
The 2023-24 Budget includes allocation of Deaf and Hard of Hearing funds. Total calculated cost for the proposed agreement is $255,700.

The proposed agreement includes pricing that is subject to enrollment fluctuations and service adjustments based on student need.

Motion:
A. Motion Made by Board Member:

a. I move that the Board authorize the District to enter into an IGA with Portland Public Schools on behalf of the Columbia Regional Program for Deaf and Hard of Hearing Services.

B. Motion Seconded by Another Board Member
C. Points of Clarification / Discussion
D. Call for Board Vote

INTERGOVERNMENTAL AGREEMENT / REVENUE
between
SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON (PORTLAND PUBLIC SCHOOLS)
on behalf of COLUMBIA REGIONAL INCLUSIVE SERVICES
and
REYNOLDS SCHOOL DISTRICT

Contract No. IGA/R_____

THIS CONTRACT SHALL BE BINDING ON THE DISTRICT ONLY IF IT IS SIGNED BY THE DEPUTY CLERK OR AUTHORIZED DESIGNEE

This Intergovernmental Agreement ("Contract") is between School District No. 1J, Multnomah County, Oregon ("Portland Public Schools" or "District") on behalf of Columbia Regional Inclusive Services and Reynolds School District ("Agency") pursuant to authority in ORS Chapter 190. District and Agency agree as follows:

AGENCY DATA

Agency Name: Reynolds School District
Agency Contact Person: Deb Miller
Address: 1204 NE 201st AVE
City, State, ZIP: Fairview, OR 97024-2499
Telephone: 503-661-7200x3216
Email: dgmiller@rsd7.net

District Point of Contact: Jennifer Goshman (*jgoshman@pps.net*), Columbia Regional Inclusive Services, Portland Public Schools, P.O. Box 3107, Portland, Oregon 97208-3107

TERMS AND CONDITIONS

1. **Term and Termination.** This Contract becomes effective on August 29, 2023. Unless earlier terminated as provided below, this Contract shall continue through June 30, 2024.

2. **Early Termination.** Unless otherwise specified herein, this Contract may be terminated as follows:

a. Mutual: District and Agency may terminate this Contract at any time by their written agreement.

b. Unilateral: Either party may terminate this Contract upon providing 60 days' written notice to the other party.

3. **Contract Documents.** This Contract consists of

a. ☐ these Terms and Conditions only.

OR

b. ☒ these Terms and Conditions and the documents ("Exhibits") listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence over all other documents. The Exhibits to this Contract include the following documents:

Exhibit A (Statement of Work) (Only if box 3.b checked)

Exhibit B (Projected list of students)

Exhibit C (Calendar)

4. **Statement of Work.** District shall perform the work described in Exhibit A.

5. **Maximum Total Payment; Invoices.** No payment shall be made until this Contract is fully executed by the authorized representatives of both parties. Agency shall pay District up to a maximum total payment, including all expenses whatsoever, of **$255,700.00** for District services detailed in Exhibit A. District shall send invoices to the Agency Contact Person listed above. Upon work completion, work acceptance,

invoice approval, and according to these Terms and Conditions, Agency shall pay District net 30 days.

6. **Independent Contractor Status.** By its signature on this contract, Agency certifies that the service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600, and that Agency is solely responsible for the work performed under this Contract. Agency represents and warrants that Agency, its subcontractors, employees, and agents are not "officers, agents, or employees" of the District within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300). Agency shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Agreement.

7. **Subcontracts; Assignment.** Neither party shall subcontract or assign any part of this Contract without the written consent of the other party.

8. **Records Maintenance; Access to Records.** Both parties shall retain and keep accessible all financial records, books, documents, papers, plans, records of shipments and payments and writings (collectively, "Documents") for a minimum of six years, or any longer period that may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later. Each party shall have access to the Documents whether in paper, electronic, or other form of the other party, which are related to this Contract for the purpose of examination, copying, and audit, unless otherwise limited by law.

9. **Confidentiality; FERPA Re-disclosure. Family Education Rights and Privacy Act ("FERPA") prohibits the re-disclosure of confidential student information.** Except in very specific circumstances, Agency shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that Agency may learn or obtain in the course and scope of its performance of this Contract. Any re-disclosure of confidential student information must be in compliance with the re-disclosure laws of FERPA. Agency is not to re-disclose information without prior written notification to and written permission of Portland Public Schools. If Portland Public Schools grants permission, Agency is solely responsible for compliance with the re-disclosure under §99.32(b). Consistent with FERPA's requirements, personally identifiable information obtained by Agency in the performance of this Contract must be used only for the purposes identified in this Contract.

10. **Compliance with Applicable Law.** Each party shall comply with all federal, state, and local laws applicable to public contracts, licensures, business registrations, and to the work done under this Contract, and all regulations and administrative rules established pursuant to those laws.

11. **Mutual Indemnification.** Subject to the limitations of the Oregon Constitution (Article XI, Section 7) and the Oregon Tort Claims Act (ORS 30.260 through 30.300), District agrees that it shall indemnify and hold harmless Agency against and from any costs, expenses, attorneys' fees, damages, claims, grievances, injury, or loss to which Agency may be subject directly relating to any wrongdoing, misconduct, wont of care, skill, negligence, or default by Columbia or District's agents, employees, or assigns, in the execution or performance of this Contract.

    Subject to the limitations of the Oregon Constitution (Article XI, Section 7) and the Oregon Tort Claims Act (ORS 30.260 through 30.300), Agency agrees that it shall indemnify and hold harmless Columbia and District against and from any costs, expenses, attorneys' fees, damages, claims, grievances, injury, or loss to which Columbia or District may be subject directly relating to any wrongdoing, misconduct, wont of care, skill, negligence, or default by Agency, Agency's agents, employees, or assigns, in the execution or performance of this Contract.

12. **Insurance.** District is self-insured according to the statutory limits set in the State of Oregon for any liability, property, and auto claims. District represents and warrants that it has and will maintain adequate funding of this self-insurance to cover any claim that may result from or arise out of this Contract. In addition, District is self-insured for its workers' compensation for employees and shall provide benefits as prescribed by the State of Oregon. If providing any services under this Contract, then at all times Agency shall maintain in force at Agency's expense insurance coverage at least equal to the value of this Contract and the following insurance coverage(s), as applicable:

a. Workers' Compensation. As required by ORS 656.017, subject employers shall provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Agency and all subcontractors of Agency with one or more employees shall have this insurance unless exempt under ORS 656.027. Agencies that are statutory subject employers shall submit a certificate of insurance to District showing proof of coverage.

b. Professional Liability / Errors & Omissions (E&O). If Agency is providing services that require a state license (including, but not limited to, accounting, architectural, auditing, dental, legal, medical, and psychiatric), then Agency shall maintain professional liability / E&O insurance coverage of at least $1,000,000 for each claim, incident, or occurrence, and at least $2,000,000 annual aggregate coverage. This coverage shall provide extended reporting period coverage for claims made within two years after this Contract is completed or otherwise terminated according to its terms.

c. General Liability. Agency shall maintain general liability insurance coverage of at least $1,000,000 for each claim, incident, or occurrence, and at least $2,000,000 annual aggregate coverage.

d. Motor Vehicle Liability. If Agency is providing services that require Agency to transport District personnel, students, or property, then in addition to any legally required insurance coverage, Agency shall maintain motor vehicle liability insurance of at least $1,000,000 for each claim, incident, or occurrence.

e. Additional Requirements. All insurance coverage shall be provided by an insurance company having an A.M. Best rating of at least A- and/or licensed to do business in Oregon. Agency alone is responsible for paying all deductibles and retentions. A cross-liability clause or separation of insureds condition shall be included in all general liability policies required by this Contract. Agency's coverage shall be primary in the event of loss.

f. Certificate of Insurance. Upon District request, Agency shall furnish to District a current certificate of insurance for each of the above coverages within 48 hours of District request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that District, its agents, officers, and employees are additional insureds with respect to Agency's services provided under this Contract. The certificate must specify an additional insured endorsement, and Agency shall attach a copy of the endorsement to the certificate. If requested by District, Agency shall also provide complete copies of insurance policies to District.

13. Controlling Law; Venue. The parties agree that that Oregon law will govern any dispute under this Contract or related to this Contract, and that they will conduct any litigation arising out of this Contract in courts located in Multnomah County, Oregon.

14. Amendments; Renewal. Any amendments, consents to, or waivers of the provisions of this Contract shall be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.

15. Waiver; Severability. Waiver of any default or breach under this Contract by either party does not constitute a waiver of any subsequent default or a modification of any other provisions of this Contract. If any term or provision of this Contract 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 Contract did not contain the particular term or provision held invalid.

16. Counterparts. The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.

17. Entire Agreement. When signed by the authorized representatives of both parties, this Contract and its attached Exhibits is their final and entire agreement. As their final expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

I HAVE READ THIS CONTRACT, INCLUDING ITS EXHIBITS. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT ON BEHALF OF THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.

AGENCY

Signature

Printed Name and Title

Date

DISTRICT

Emily Courtnage
Director, Purchasing & Contracting

Date

COLUMBIA REGIONAL CONTACT:

Jennifer Goshman
Columbia Regional Inclusive Services
833 NE 74th Avenue
Portland, Or 97213
503.916.5570

TIN: 93-6000830

EXHIBIT A
STATEMENT OF WORK AND PAYMENT

DUTIES

1. **Columbia Regional Program (Columbia) shall:**

   A. Provide regionally eligible **SCHOOL-AGE** children Deaf and Hard of Hearing classroom services.

   B. Provide the following staff support:

      1) Certified Teachers of the Deaf and Hard of Hearing ("DHH")
      2) Paraprofessionals
      3) Speech Pathologist, specializing in Speech/Language for DHH
      4) Social Worker, specializing in support for DHH
      5) ASL Interpreters determined by student need and individualized education plan ("IEP") team decisions at the billing rate stated below.

   C. Include provision for substitute:

      1) Teacher
      2) Paraprofessional
      3) ASL Interpreter

   D. Provide limited supplies.

   E. Provide access to interpreters available for extracurricular activities at the billing rate stated below.

2. Agency shall

   A. Arrange and provide, at its sole cost, all student transportation to and from the classroom.

   B. In conjunction with the Columbia DHH classroom teacher, develop and participate in an annual IEP for students and consider such amendments to the IEP as may be suggested by Columbia.

   C. Provide Columbia with information reasonably available to it on students.

PAYMENT and INVOICES

1. Payment under this Contract is based upon anticipated services requested by Agency for August 23, 2023 through June 30, 2024. The maximum total payment noted in Section 5 of the Terms and Conditions is subject to enrollment fluctuations and service adjustments as agreed upon by both parties. The maximum total payment is not limited to, or by, these estimates and shall be paid on a per-student service request basis.

Reynolds School District, 255,700.00

Agency has requested the following services with associated billing rates based on the following annual fee(s):

2	$36,750 for Columbia DHH classroom & interpreter services, K – 5th grade students
2	$53,100 for Columbia DHH classroom & interpreter services, middle school students
1	$76,000 for a full interpreter for student fully mainstreamed in general education
	$61,625 for a full-time 1:1 paraeducator for student fully mainstreamed in general education
As Requested	Interpreters available for extra-curricular activities at $80/hour

3. Upon work completion, Columbia shall submit detailed invoices to District on the following quarterly schedule:

- November 2023: For enrollment August 23, 2023 through November 2, 2023
- February 2024: For enrollment November 3, 2023 through January 25, 2024
- April 2024: For enrollment January 26, 2024 through April 4, 2024
- June 30, 2024: Final payment due for enrollment April 5, 2024 through June 30, 2024

4. Columbia Regional Program shall mail invoices to the person and address listed below:

Attention: Deb Miller, SpEd Director
Reynolds School District
1204 NE 201st AVE
Fairview, OR 97024-2499

5. Agency shall pay Columbia net 30 days, mailing payments to the address below:

Aaron Musk
Grant Accounting
Portland Public Schools
P.O. Box 3107
Portland, OR 97208-3107

Reynolds School District, 255,700.00

Last Name	First Name	Program	Tuition	Interpreter	First Qtr.		Second Qtr.		Third Qtr		Balance		School	Comments
					Tuition	Terp	Tuition	Terp	Tuition	Terp	Tuition	Terp		
Student 1		MS Tuition	53,100.00										Mt Tabor	
Student 2		Elem Tuition	36,750.00										Creston	
Student 3		Elem Tuition	36,750.00										Creston	
Student 4		Full Terp		76,000.00									HB Lee	
Student 5		MS Tuition	53,100.00										Mt Tabor	
Total			**$179,700.00**	**$76,000.00**	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		484
Combined 2023-2024 Projected Fees			**$255,700.00**											
Total First Quarter						$0.00								
Total Second Quarter							$0.00							
Total Third Quarter									$0.00					
Total Fourth Quarter														

		Fee	One quarter	One Day (174)
D/HH Classroom for K - 5th Grades	Elem Tuition	**$36,750**	**$9,188**	**$211.00**
D/HH Classroom for 6 -8th Grades	MS Tuition	**$53,100**	**$13,275**	**$305.00**
Full Interpreter - mainstreamed in home district	Full Terp	**$76,000**	**$19,000**	**$436.00**
Interpreter Hourly Rate – Extra Activities		**$80**	``	``
Paraeducator 1:1	Full Para	**$61,625**	**$15,406**	**$354.00**

PORTLAND PUBLIC SCHOOLS

RSD2324.039

2023-24 District Calendar

JULY 2023

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

AUGUST 2023

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

SEPTEMBER 2023

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

OCTOBER 2023

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

NOVEMBER 2023

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

DECEMBER 2023

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

JANUARY 2024

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

FEBRUARY 2024

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

MARCH 2024

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

APRIL 2024

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

MAY 2024

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

JUNE 2024

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

	Schools closed due to holiday or break period	**	Schools transitioning to new sites and new grade bands Professional Development Day (8/22)
★	First/last day of school for students (8/29 & 6/11): 7th-8th &10th-11th grade at comprehensive middle schools and high schools start on 8/30	◆	End of quarter (11/2, 1/25, 4/4)
✚	Day/evening conferences (no school for students) (11/20, 11/21)		Teacher Professional Development/planning day (no school for students); Planning days always occur after the end of a quarter (8/23, 8/24, 8/25, 8/28, 11/3, 1/26, 4/5, 6/12, 6/13)
▲	Statewide inservice (no school for students)		Possible snow make-up day (2/19, 6/12, 6/13, 6/14)
K	Kindergarten first day (9/5): Kindergarten Ramp Up Aug 29 - Sep 1; K Students attend 1 day between Aug. 29 - Sep. 1 in small groups	PK	Pre-Kindergarten/Head Start first day (9/11)
	Mid-Term Progress Reports	*	Staff Meetings
	New Educator Orientation (8/17, 8/18)	*	Additional Professional Development Day(s) for Designated CSI & TSI Schools will be on the following dates: 10/13, 1/29, and 4/8.

Indicates a major religious or cultural holiday or event to avoid scheduling conflicts.
For holidays lasting multiple days, only the first and last day are indicated. See back page for details.

Major Religious Holidays and Cultural Events 2023-24	
Schools work to avoid scheduling special school events on major religious holidays and cultural events to be inclusive of all students. This includes the scheduling of field trips, back-to-school night, outdoor school, assemblies, major tests, PTA and site council meetings, student performances, etc. This list of holidays/events does not include all students' traditions and there may be other dates to avoid scheduling conflicts for students.	
Sep. 15 & 17 Rosh Hashanah*	Feb. 14 Ash Wednesday
Sep. 24 & 25 Yom Kippur*	Mar. 10 & Apr. 9 Ramadan*
Oct. 9 Indigenous Peoples' Day	Mar. 29 Good Friday
Nov. 12 Diwali	Mar. 31 Easter
Nov. 24 Native American Heritage Day	Apr. 9 & 10 Eid al-Fitr*
Dec. 7 & 15 Hanukkah*	April 22 & 30 Passover*
Dec. 25 Christmas	June 16 & 17 Eid al-Adha*
Dec. 26. & Jan. 1 Kwanzaa	June 19 Juneteenth
Feb. 10 Lunar New Year	
**Observance of Jewish and Muslim holidays begin at sundown on the first day listed and end at nightfall on the last date specified.*	

Reynolds School District

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

To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: **Intergovernmental Agreement (IGA) – Portland Public Schools, Columbia Regional Inclusive Services for the Visually Impaired**

Type: ☒ Action Item ☐ Report / Presentation

Policy: JBAA: Section 504 - Students

Date: August 23, 2023

Connection to Strategic Plan Goal Topics:

☒ Marginalized Students
☐ Culturally Responsive Teaching
☐ Student and Staff Wellness
☐ Professional Development

Summary / Background:
Columbia Regional provides fee for service paraeducators to support students who are visually impaired. Under the direction of a certified Teacher of the Visually Impaired, the paraeducator implements individualized instructional and behavioral programs with students, as prepared by a Teacher of the Visually Impaired and/or general education teacher, according to each student's Individualized Education Program. These paraeducators must have experience with Unified English Braille, Nemeth, and assistive technology specific to individuals with vision loss.

The proposed IGA Agreement runs from August 1, 2023 through June 30, 2024

Previous Board Action:
The Board previously approved this agreement in October 2022, which expired June 30, 2023.

Financial Implications:
The 2023-24 Budget includes allocation of funds for paraeducator services for student who are visually impaired and require additional adult support.

Total calculated cost for the proposed agreement is $70,000.

Motion:

A. Motion Made by Board Member:
    a. I move that the Board authorize the District to enter into an IGA with Portland Public Schools on behalf of the Columbia Regional Inclusive Services for services provided by paraeducators to support students who are visually impaired.
B. Motion Seconded by Another Board Member

C. Points of Clarification / Discussion
D. Call for Board Vote

INTERGOVERNMENTAL AGREEMENT / REVENUE
between
SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON (PORTLAND PUBLIC SCHOOLS)
on behalf of COLUMBIA REGIONAL INCLUSIVE SERVICES
and
REYNOLDS SCHOOL DISTRICT

Contract No. IGA/R_____

THIS CONTRACT SHALL BE BINDING ON THE DISTRICT ONLY IF IT IS SIGNED BY THE DEPUTY CLERK OR AUTHORIZED DESIGNEE

This Intergovernmental Agreement ("Contract") is between School District No. 1J, Multnomah County, Oregon ("Portland Public Schools" or "District") on behalf of Columbia Regional Inclusive Services and Reynolds School District ("Agency") pursuant to authority in ORS Chapter 190. District and Agency agree as follows:

AGENCY DATA

Agency Name: Reynolds School District
Agency Contact Person: Deb Miller
Address: 1201 NE 201st Ave
City, State, ZIP: Fairview, OR 97024-2499
Telephone: 503-661-7200
Email: dgmiller@rsd7.net

District Point of Contact: Melissa Phillips (*mphillip@pps.net*), Columbia Regional Inclusive Services, Portland Public Schools, P.O. Box 3107, Portland, Oregon 97208-3107

TERMS AND CONDITIONS

1. **Term and Termination.** This Contract becomes effective on August 1, 2023. Unless earlier terminated as provided below, this Contract shall continue through June 30, 2024.

2. **Early Termination.** Unless otherwise specified herein, this Contract may be terminated as follows:

   a. Mutual: District and Agency may terminate this Contract at any time by their written agreement.

   b. Unilateral: Either party may terminate this Contract upon providing 60 days' written notice to the other party.

3. **Contract Documents.** This Contract consists of

   a. ☐ these Terms and Conditions only.

   OR

   b. ☒ these Terms and Conditions and the documents ("Exhibits") listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence over all other documents. The Exhibits to this Contract include the following documents:

   Exhibit A (Statement of Work) (Only if box 3.b checked)

   Exhibit B (Paraeducator Job Description)

   Exhibit C (Federal Terms and Conditions)

4. **Statement of Work.** District shall perform the work described in Exhibit A.

5. **Maximum Total Payment; Invoices.** No payment shall be made until this Contract is fully executed by the authorized representatives of both parties. Agency shall pay District up to a maximum total payment, including all expenses whatsoever, of **$70,000.00** for District services detailed in Exhibit A. District shall send invoices to the Agency Contact Person listed above. Upon work completion, work acceptance,

invoice approval, and according to these Terms and Conditions, Agency shall pay District net 30 days.

6. **Independent Contractor Status.** By its signature on this contract, Agency certifies that the service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600, and that Agency is solely responsible for the work performed under this Contract. Agency represents and warrants that Agency, its subcontractors, employees, and agents are not "officers, agents, or employees" of the District within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300). Agency shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Agreement.

7. **Subcontracts; Assignment.** Neither party shall subcontract or assign any part of this Contract without the written consent of the other party.

8. **Records Maintenance; Access to Records.** Both parties shall retain and keep accessible all financial records, books, documents, papers, plans, records of shipments and payments and writings (collectively, "Documents") for a minimum of six years, or any longer period that may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later. Each party shall have access to the Documents whether in paper, electronic, or other form of the other party, which are related to this Contract for the purpose of examination, copying, and audit, unless otherwise limited by law.

9. **Confidentiality; FERPA Re-disclosure. Family Education Rights and Privacy Act ("FERPA") prohibits the re-disclosure of confidential student information.** Except in very specific circumstances, Agency shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that Agency may learn or obtain in the course and scope of its performance of this Contract. Any re-disclosure of confidential student information must be in compliance with the re-disclosure laws of FERPA. Agency is not to re-disclose information without prior written notification to and written permission of Portland Public Schools. If Portland Public Schools grants permission, Agency is solely responsible for compliance with the re-disclosure under §99.32(b). Consistent with FERPA's requirements, personally identifiable information obtained by Agency in the performance of this Contract must be used only for the purposes identified in this Contract.

10. **Compliance with Applicable Law.** Each party shall comply with all federal, state, and local laws applicable to public contracts, licensures, business registrations, and to the work done under this Contract, and all regulations and administrative rules established pursuant to those laws.

11. **Mutual Indemnification.** Subject to the limitations of the Oregon Constitution (Article XI, Section 7) and the Oregon Tort Claims Act (ORS 30.260 through 30.300), District agrees that it shall indemnify and hold harmless Agency against and from any costs, expenses, attorneys' fees, damages, claims, grievances, injury, or loss to which Agency may be subject directly relating to any wrongdoing, misconduct, wont of care, skill, negligence, or default by Columbia or District's agents, employees, or assigns, in the execution or performance of this Contract.

    Subject to the limitations of the Oregon Constitution (Article XI, Section 7) and the Oregon Tort Claims Act (ORS 30.260 through 30.300), Agency agrees that it shall indemnify and hold harmless Columbia and District against and from any costs, expenses, attorneys' fees, damages, claims, grievances, injury, or loss to which Columbia or District may be subject directly relating to any wrongdoing, misconduct, wont of care, skill, negligence, or default by Agency, Agency's agents, employees, or assigns, in the execution or performance of this Contract.

12. **Insurance.** District is self-insured according to the statutory limits set in the State of Oregon for any liability, property, and auto claims. District represents and warrants that it has and will maintain adequate funding of this self-insurance to cover any claim that may result from or arise out of this Contract. In addition, District is self-insured for its workers' compensation for employees and shall provide benefits as prescribed by the State of Oregon. If providing any services under this Contract, then at all times Agency shall maintain in force at Agency's expense insurance coverage at least equal to the value of this Contract and the following insurance coverage(s), as applicable:

a. Workers' Compensation. As required by ORS 656.017, subject employers shall provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Agency and all subcontractors of Agency with one or more employees shall have this insurance unless exempt under ORS 656.027. Agencies that are statutory subject employers shall submit a certificate of insurance to District showing proof of coverage.

b. Professional Liability / Errors & Omissions (E&O). If Agency is providing services that require a state license (including, but not limited to, accounting, architectural, auditing, dental, legal, medical, and psychiatric), then Agency shall maintain professional liability / E&O insurance coverage of at least $1,000,000 for each claim, incident, or occurrence, and at least $2,000,000 annual aggregate coverage. This coverage shall provide extended reporting period coverage for claims made within two years after this Contract is completed or otherwise terminated according to its terms.

c. General Liability. Agency shall maintain general liability insurance coverage of at least $1,000,000 for each claim, incident, or occurrence, and at least $2,000,000 annual aggregate coverage.

d. Motor Vehicle Liability. If Agency is providing services that require Agency to transport District personnel, students, or property, then in addition to any legally required insurance coverage, Agency shall maintain motor vehicle liability insurance of at least $1,000,000 for each claim, incident, or occurrence.

e. Additional Requirements. All insurance coverage shall be provided by an insurance company having an A.M. Best rating of at least A- and/or licensed to do business in Oregon. Agency alone is responsible for paying all deductibles and retentions. A cross-liability clause or separation of insureds condition shall be included in all general liability policies required by this Contract. Agency's coverage shall be primary in the event of loss.

f. Certificate of Insurance. Upon District request, Agency shall furnish to District a current certificate of insurance for each of the above coverages within 48 hours of District request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that District, its agents, officers, and employees are additional insureds with respect to Agency's services provided under this Contract. The certificate must specify an additional insured endorsement, and Agency shall attach a copy of the endorsement to the certificate. If requested by District, Agency shall also provide complete copies of insurance policies to District.

13. **Controlling Law; Venue.** The parties agree that that Oregon law will govern any dispute under this Contract or related to this Contract, and that they will conduct any litigation arising out of this Contract in courts located in Multnomah County, Oregon.

14. **Amendments; Renewal.** Any amendments, consents to, or waivers of the provisions of this Contract shall be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.

15. **Waiver; Severability.** Waiver of any default or breach under this Contract by either party does not constitute a waiver of any subsequent default or a modification of any other provisions of this Contract. If any term or provision of this Contract 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 Contract did not contain the particular term or provision held invalid.

16. **Counterparts.** The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.

17. **Entire Agreement.** When signed by the authorized representatives of both parties, this Contract and its attached Exhibits is their final and entire agreement. As their final expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

I HAVE READ THIS CONTRACT, INCLUDING ITS EXHIBITS. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT ON BEHALF OF THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.

AGENCY

_____
Signature

_____
Printed Name and Title

_____
Date

DISTRICT

_____
Emily Courtnage
Director, Purchasing & Contracting

_____
Date

COLUMBIA REGIONAL CONTACT:

Melissa Phillips
Columbia Regional Inclusive Services
833 NE 74th Avenue
Portland, Or 97213
503.916.5570

TIN: 93-6000830

EXHIBIT A
STATEMENT OF WORK AND PAYMENT

DUTIES

1. **Columbia Regional Program (Columbia) shall**

   A. Provide regionally eligible **SCHOOL-AGE** children who are blind or visually impaired;

      The following on a fee for service basis; Paraeducator
      1) Paraprofessional with specific knowledge and skills to support blind or visually impaired students. Skills include knowledge of Braille, both literary and Nemeth, the expanded core curriculum, assistive technology, and accommodations and modifications to access the general education curriculum.
      2) Provide supervision and professional development for para educator

   B. Include provision for substitute:

      1) Paraprofessional

   C. Provide limited supplies specific for accommodations and modifications for student(s).

2. **Agency shall**

   A. Provide Columbia with information reasonable available to it on students including eligibility information and the Individual Educational Plan documenting the need for para education support.

   B. Communication regarding absences of the student(s) and/or changes in the placement or IEP.

PAYMENT and INVOICES

1. Payment under this Contract is based upon anticipated services requested by Agency for August 1, 2023 through June 30, 2024. The maximum total payment noted in Section 5 of the Terms and Conditions is subject to enrollment fluctuations and service adjustments as agreed upon by both parties. The maximum total payment is not limited to, or by, these estimates and shall be paid on a per-student service request basis

2. Agency has requested the following services with associated billing rates based on the following annual fee(s)

   $70,000 for Columbia Regional Paraeducator to support student in general education and district placements. (Actual rate may be less, will be based on the actual salary and benefits of para educator and assigned).

3. Upon work completion, Columbia shall submit detailed invoices to District on the following quarterly schedule:

   - November 2023: For personnel August 28, 2023 through November 3, 2023
   - February 2024: For personnel November 4, 2023 through January 26, 2024
   - April 2024: For personnel January 27, 2024 through April 6, 2024
   - June 30, 2024: Final payment due for enrollment April 7, 2024 through June 30, 2024

4. Columbia Regional Program shall mail invoices to the person and address listed below:

Attention: Deb Miller
Reynolds School District
1204 NE 201st Avenue
Fairview, OR 97204-9642

Agency shall pay Columbia net 30 days, mailing payments to the address below:

Aaron Musk
Grant Accounting
Portland Public Schools
P.O. Box 3107
Portland, OR 97208-3107

Exhibit B

Para Educator - BVI Program
(BVI -Blind/Visually Impaired)

Definition
Under direction of a certified TVI, the Para educator implements individualized instructional and behavioral programs with students as prepared and directed by a teacher of vision impaired and/or the general education teacher according to the IFSP or IEP. The Para educator assists in specialized materials production specific for children who are blind or visually impaired including the use of literary braille and Nemeth. Responsibilities may also include: training and coaching, capacity building, training in and modeling of evidence based practices, instruction in the Expanded Core Curriculum, use of effective instructional strategies, and ways to support students with visual impairments though improved educational outcomes and independence.

Qualifications
There is a minimum requirement of a high school diploma or equivalent. Experience and training working with students who are blind or vision impaired. Experience and familiariarity with Unified English Braille, Nemeth, and assistive techology specific for individuals with vision loss. Must have the ability and willingness to work patiently and sensitively with students who have a variety of special needs. Must read, understand and carry out oral and written instructions. The employee is sometimes required to assist a student in standing, walking or sitting and may be required to lift and/or move materials, boxes or equipment up to 25 pounds. Qualifications include proficiency in computer and keyboarding skills, specifically in the use of Microsoft Word. The BVI para educator should be willing to work in an itinerant setting so must have access to reliable transportation. Consistant attendance is required.

Classification Classified

Reports To Teacher of the Vision Impaired and/or Program Supervisor

Performance Responsibilities
1. Successfully learn required skills including introductory braille, human guide techniques, assistive technology, accommodations and modifications specific for students who are blind.
2. Understand appropriate disciplinary approaches
3. Successfully assist teacher of vision impaired in implementation of specialized programs
4. Become familiar with subject matter, common core and expanded core curriculum
5. Provide student tutoring under general direction of the teacher of vision impaired and/or classroom instructor
6. Interpret classroom related activities for vision-impaired students under direction of teacher of vision impaired and/or classroom teacher
7. Help adapt and produce materials into large print or tactile formats including braille
8. Communicate appropriately and regularly through use of email
9. Respect and maintain confidential information in all situations
10. Organize and manage equipment and consumable materials, including ordering and maintaining current inventory

11. Model and implement accommodations and modifications in specialized technology for individuals with vision loss including braille devices and materials, assistive technology including voice output, digital technology, braille devices, IOS and specialized software etc.
12. Implement instructional programs assigned by teacher of the visually impaired and/or orientation and mobility specialist. Complete data collection as assigned.
13. Supervise student educational activities and take data related to student educational outcomes and participation in individual and group situations.
14. Assist students who are blind/visually impaired with skills in use of adaptive equipment and in making appropriate accommodations for best educational access.

Minimum Qualifications:

- Use of specialized technology for the blind and visually impaired, both hardware and software, to ensure that students have access to the core curriculum (e.g. Computers, text to speech software, Braille translation software, etc.)
- Model accommodations and modifications in specialized technology for individuals with vision loss including braille devices and materials, assistive technology including voice output, digital technology, braille devices, IOS and specialized software etc.
- Implement instructional programs assigned by teacher of the visually impaired and/or orientation and mobility specialist. Complete data collection as assigned.
- Supervise student educational activities and take data related to student educational outcomes and participation in individual and group situations.
- Assist students who are blind/visually impaired with skills in use of adaptive equipment and in making appropriate accommodations for best educational access.
- Use of specialized technology for the blind and visually impaired, both hardware and software, to ensure that students have access to the core curriculum (e.g. Computers, text to speech software, Braille translation software, etc.)
- Model evidence based strategies that have been proven to be effective with students with vision impairment and the ability to model the following strategies: hand under hand guidance, human guide, and use of descriptive language in the classroom.
- Model and implement strategies to adapt and accommodate classroom materials for students with visual impairments.
- Have the ability to work in a wide variety of educational settings, special education classrooms, general education classrooms and the community.
- Work effectively with both students and adult learners.
- Accomplish complex tasks with minimum supervision.
- Collect and maintain accurate date
- Work as a team member; strong communication and public relations skills; collaborative; consistent.
- Exercise careful judgment in the performance of tasks and projects.
- Work well under pressure with frequent interruptions.
- Adapt materials as necessary for access to the general education curriculum.
- Convey information regarding CRP programs and services.
- Travel throughout the four counties served by Columbia Regional Program.

Preferred Qualifications

Associates degree or two years college in a special education or other human services field OR experience working with students with vision loss.

EXHIBIT C

Federal Terms and Conditions

The following terms apply to the Contract because federal funds under [Department of Education] will be used to pay for at least part of the project. If any term in this Exhibit C conflicts with any term in the body of the Contract, this Exhibit C will control.

1. **Remedies.** In addition to the remedies explicitly set forth in the body of the Contract, District may exercise all rights or remedies available at law, in equity, or otherwise in the event of any breach by Contractor.
2. **Termination.** District may terminate the Contract for cause or for convenience as set forth in the body of the Contract.
3. **Nondiscrimination; Equal Employment Opportunity.** If the Contract involves "construction work" as defined in 41 CFR Part 60-1.3, then Contractor must:
   a. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor must take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This action includes but is not limited to the following:
      1) Employment, upgrading, demotion, or transfer;
      2) Recruitment or recruitment advertising;
      3) Layoff or termination;
      4) Rates of pay or other forms of compensation; and
      5) Selection for training, including apprenticeship.

      Contractor must post in conspicuous places that are accessible by employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause;
   b. State in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin;
   c. Not discharge or in any other manner discriminate against any employee or applicant for employment because the employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision, however, does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of the employee's essential job functions discloses the compensation of other employees or applicants to individuals who do not otherwise have access to the information, unless the disclosure is in response to a formal complaint or charge and in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish this information;
   d. Send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representatives of Contractor's commitments under this Section 3.d. Contractor must post copies of the notice in conspicuous places that are accessible by employees and applicants for employment;
   e. Comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, or relevant orders of the Secretary of Labor, and furnish all information or reports required by or pursuant to them. Contractor must also permit access to its books, records, or accounts by the administering agency and the Secretary of Labor for purposes of ascertaining compliance with these rules, regulations, or orders; and
   f. Include the requirements of this Section 3 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that these requirements will be binding on each subcontractor or vendor. Contractor must take any action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing these requirements, including sanctions for noncompliance. If Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of direction by the administering agency, then Contractor may request that the United States enter into the litigation to protect the interests of the United States.

In the event that Contractor does not comply with any nondiscrimination clause under this Exhibit C or the Contract, District may cancel, terminate, or suspend the Contract in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965. Additional sanctions may be imposed and remedies invoked as provided in that executive order; by rule, regulation, or order of the Secretary of Labor; or as otherwise provided by law.

4. ☐ **Prevailing Wages.** [CHECK THE BOX ONLY IF THE FEDERAL PROGRAM LEGISLATION REQUIRES COMPLIANCE WITH THE DAVIS-BACON ACT] If the Contract is for a prime construction contract for more than $2,000, then Contractor must comply with the Davis-Bacon Act (40 USC §§ 3141 to 3148), as supplemented by 29 CFR Part 5. These requirements include but are not limited to:

   a. Paying prevailing wages to laborers and mechanics in accordance with wage determinations made by the Secretary of Labor;

   b. Paying wages at least once every week; and

   c. Complying with the Copeland "Anti-Kickback" Act (40 USC § 3145), as supplemented by the regulations set forth in 29 CFR Part 3, which prohibits Contractor from inducing any person employed on the construction work to give up any compensation to which that employee is entitled.

   d. ☐ [CHECK THE BOX ONLY IF THE CONTRACT IS ALSO SUBJECT TO OREGON PREVAILING WAGES] Payment of State of Oregon prevailing wages under ORS 279C.800 to .870 is also required under this Contract. Contractor shall pay the higher of the applicable state or federal prevailing rate of wage as provided in the body of the Contract.

5. **Overtime Pay; Safety.** If the Contract involves employment of mechanics or laborers and is for more than $100,000, then Contractor must comply with 40 USC §§ 3702 and 3704, as supplemented by 29 CFR Part 5. These requirements include but are not limited to:

   a. Paying each laborer or mechanic one and a half times the basic rate of pay for all hours that the laborer or mechanic works in excess of 40 hours in any one week; and

   b. Not requiring any mechanic or laborer to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety.

6. **Rights to Inventions.** If the Contract is a "funding agreement" as defined under 37 CFR § 401.2 and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under the funding agreement, then the funding recipient or subrecipient must comply with the requirements of 37 CFR Part 401 and any additional implementing regulations.

7. **Environmental Compliance.** If the Contract is for more than $150,000, than the parties must comply with the Clean Air Act (42 USC §§ 7401 to 7671q) and the Federal Water Pollution Control Act (33 USC §§ 1251 to 1387), including all applicable standards, orders, or regulations issued under these Acts.

8. **Prohibited Contract Awards.** In accordance with 2 CFR Part 180, no contract relating to the Contract may be made with any party included on the list of government-wide exclusions in the System for Award Management.

9. **Anti-Lobbying**. If the Contract is for more than $100,000, any contractor that applies or bids for an award relating to the Contract must file the certification required by 31 USC § 1352, certifying that the contractor has not and will not appropriate federal funds to pay any person or organization influencing or attempting to influence an officer or employees of the federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining a contract, grant, or other award covered by 31 USC § 1352 involving federal funds. The contractor must also disclose any lobbying with nonfederal funds that takes place in connection with obtaining an award of federal funds.

10. **Procurement of Recovered Materials.** The parties must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include but are not limited to:

    a. If the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000, procuring only items designated in 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition;

    b. Procuring solid waste management services in a manner that maximizes energy and resource recovery; and

    c. Establishing an affirmative procurement program for procurement of recovered materials identified in Environmental Protection Agency guidelines.

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

To: Board of Directors

From: Koreen Barreras-Brown, Chief Academic Officer

Subject: Contracts – Serendipity Center, Inc.

Type: ☒ Action Item ☐ Report / Presentation

Policy: IGBAJ: Special Education - Free Appropriate Public Education (FAPE)

Date: August 23, 2023

Connection to Strategic Plan Goal Topics:

☒ Marginalized Students
☐ Culturally Responsive Teaching
☐ Student and Staff Wellness
☐ Professional Development

Summary / Background:
The Serendipity Center Inc. provides mental health and education services for students in kindergarten through high school who need intensive support and access to psychiatric medication management per their Individualized Education Program (IEP).

17 Reynolds School District students are projected to attend Serendipity Center in the 2023-24 school year.

The existing contract for services covered for the period of September 1, 2022 through August 5, 2023. The proposed contract runs from September 1, 2023 through August 5, 2024.

The proposed contract for 2023 Extended School Year program ran from July 1 through August 5, 2023.

Serendipity Center, Inc. has historically provided mental health and education services to RSD students who require these services, based on their individual specific needs outlined in their Individualized Education Program (IEP). Currently, the district has 17 students enrolled at Serendipity Center, seven (7) of these who required Extended School Year services.

Previous Board Action:
The Board previously approved this agreement in October 2022, which expired June 30, 2023.

Financial Implications:
The 2023-2024 budget includes allocation of funds for service at Serendipity Center, Inc.

Serendipity Center 2023-2024 Therapeutic School Rates		
Services	Tuition	Notes
Lower School Placement (grades K through 8th)	$7325/month	
Upper School Placement (grades 9 through 12+)	$6678/month	Students in 8th grade may be placed in high school room, as approved by the student's team; tuition would be the Upper School Rate.
Communication Room Placement (includes continuous support provided by an Individual Instructional Assistant)	$10614/month (tuition + IA)	
Therapeutic Classroom Placement and Continuous Support Provided by an Individual Instructional Assistant	$10614/month (tuition + IA)	Instructional Assistant provided for a student, as approved by the student's IEP team, with the participation of the school district representative, and documented in the student's IEP.
Speech/Language Services	$60/15-minute unit of service $450 for Evaluations	

Motion:

A. Motion Made by Board Member:
    a. I move that the Board authorize the District to enter into a contract with Serendipity Center Inc.
B. Motion Seconded by Another Board Member
C. Points of Clarification / Discussion
D. Call for Board Vote

SERENDIPITY CENTER, INC.
2023 – 2024 School Year & Extended School Year
K-12 Therapeutic School Contract
with
[REYNOLDS SCHOOL DISTRICT]

This Agreement, entered into by and between SERENDIPITY CENTER, INC. (Serendipity Center) and REYNOLDS PUBLIC SCHOOLS (District), is effective on SEPTEMBER 1ST, 2023, through AUGUST 5th, 2024.

District agrees to:

1. District agrees to pay tuition to Serendipity Center, Inc. according to student placement(s) as follows:

Serendipity Center 2023-2024 Therapeutic School Rates		
Services	Tuition	Notes
Lower School Placement (grades K through 8th)	$7325/month	
Upper School Placement (grades 9 through 12+)	$6678/month	Students in 8th grade may be placed in high school room, as approved by the student's team; tuition would be the Upper School Rate.
Communication Room Placement (includes continuous support provided by an Individual Instructional Assistant)	$10614/month (tuition + IA)	
Therapeutic Classroom Placement and Continuous Support Provided by an Individual Instructional Assistant	$10614/month (tuition + IA)	Instructional Assistant provided for a student, as approved by the student's IEP team, with the participation of the school district representative, and documented in the student's IEP.
Speech/Language Services	$60/15-minute unit of service $450 for Evaluations	

a. Tuition charges will not accrue until the student has registered in the District and placement at Serendipity Center has been approved. Tuition will be pro-rated for partial calendar months at the time of enrollment or discharge based on the number of school days in such month. Payment shall be made to Serendipity Center on a monthly basis and is due thirty (30) days from the date of the invoice.
b. Some students benefit from a partial day schedule for a period of time. District will be billed i) Half tuition for students on a partial-day schedule less than less than 14 hours per week ii) three-quarters tuition for students on a partial-day schedule between 14 and 21 hours per week and iii) full tuition for each student on a partial-day schedule more than 21 hours per week. For any student enrolled for partial days but still requiring an Instructional Assistant, district will be billed for the full fee for the Instructional Assistant, regardless of hours attended. This allows Serendipity to maintain the staff resources necessary to meet continuous support needs.

2. For students whose IEP team has determined that they qualify for ESY and the district has determined that they would like Serendipity to serve as the provider, the district agrees to pay:

Serendipity Center 2024 ESY Program Rates		
Services	Tuition	Notes
Therapeutic Classroom Placement	$4,547	
Communication Classroom Placement (includes Instructional Assistant)	$7378	
Therapeutic Classroom Placement & Instructional Assistant	$7378	Instructional Assistant provided for a student, as approved by the student's IEP team, with the participation of the school district representative, and as documented in the student's IEP.

   a. Full tuition shown above will be charged for each student placed at Serendipity Center for the 2024 ESY Program. Tuition charges will not be pro-rated for any student who, for any reason, does not complete the 2024 ESY Program, unless otherwise agreed to in writing by the parties. Tuition charges will be billed in August. Payment shall be made to Serendipity Center on a monthly basis and is due thirty (30) days from the date of the invoice

3. District will provide psychological evaluation services for the purpose of determining continued eligibility or new eligibilities for special education and related services for students enrolled at Serendipity Center. District will be responsible for conducting initial evaluations and three-year re-evaluations for District students enrolled at Serendipity Center. Serendipity Center will collaborate with District to assess students as a part of the evaluation as determined in the Eligibility Planning Meeting.

4. District will provide ELL services including ELPA, consultation, and/or direct service or monitoring.

5. District will provide student records, as outlined on Serendipity Center's referral forms, at least one week prior to initial screening of the student by Serendipity Center.

6. District will ensure a representative of District participates at the initial screening, IEP meetings, and any other meetings convened at the request of any member of the IEP team.

7. District will provide the name, title, phone number, and address of the person responsible for payment of invoices.

8. District will provide Serendipity Center with any statewide assessment forms appropriate for each student enrolled during the statewide assessment testing window. District will

communicate assessment results with the parent/guardian and will also provide those results to Serendipity Center.

9. District will arrange and provide transportation services to/from Serendipity Center in a manner appropriate for the student (which may include, but is not limited to, school bus, public transportation tickets or passes, or cab) and reimburse Serendipity Center for the cost of providing alternative transportation if District does not provide scheduled transportation for any reason. On occasion, when a student is ill or for another reason must be sent home during the school day, and a parent/guardian is not available to transport the student, Serendipity Center may pay for the cost of transporting the student home.

10. District will determine if it is safe to provide transportation services to/from Serendipity Center in inclement weather. When Serendipity Center is open for a full or partial school day, District will provide transportation services to/from Serendipity Center when District determines that it is safe to do so. Serendipity will notify families & district transportation of changes in schedule due to inclement weather. District transportation will coordinate with families.

11. Subject to the conditions and limitations of the Oregon Constitution and Oregon Tort Claims Act (ORS 30.260 to 30.300), District shall indemnify, defend, and hold harmless Serendipity Center from and against all liability, loss, and costs arising out of or resulting from any negligent acts or omissions, tortious acts or omissions, or failure to comply with the terms of this Agreement by District its officers, employees, or agents, in the performance of this Agreement. This obligation shall survive the termination of this Agreement.

Serendipity Center is being employed as an independent contractor to provide the services stated. The compensation paid to Serendipity shall be for all materials, supplies, and labor required, necessary or convenient for Serendipity to provide services agreed upon. Serendipity shall be responsible for and shall indemnify and hold harmless from any governmental assessments resulting from Contractor's services or compensation, including but not limited to income tax, social security, worker's compensation, or employment insurance.

Serendipity agrees to:

1. Serendipity Center will comply with applicable federal and state laws regarding non-discrimination in enrollment and access to Serendipity Center‘s programs and services.

2. Serendipity Center will provide a program of instruction and employ staff in compliance with applicable federal and state laws regarding non-discrimination in employment. Serendipity with perform criminal records/background checks on all employees. Serendipity Center requires fingerprint-based criminal background check through the Oregon Department of Education for all new employees. New employees may not have “unsupervised contact” with students until they have passed their criminal background check. Serendipity Center incurs all fees associated with background checks.

3. Serendipity Center will comply with all state statutes, rules, and federal laws applicable to private alternative schools. Serendipity Center will provide documentation of compliance with all standards for private alternative schools, including its annual statement of expenditures, for the contracting districts’ annual evaluation for ODE’s Private Alternative Education Program Registration Renewal.

4. Serendipity Center will comply with all federal and state special education laws and provide special education and related services as approved by the student's IEP team, with the participation of the school district representative, and documented in the student's IEP.

5. Serendipity Center will provide notice within two (2) business days to the district representative, to the extent required by law, if Serendipity Center receives written notice concerning a student's special education program or the services provided.

6. In addition to the instructional program, Serendipity Center will provide mental health assessment and/or treatment services including clinical case management, as indicated by a signed consent form by the students' parent(s)/guardian(s).

7. Serendipity Center will review the student's IEP prior to enrolling in Serendipity Center and conduct an annual IEP review as required by state and federal law. Serendipity Center will draft subsequent IEPs and invite the district representative to attend all IEP team meetings and any other meeting convened at the request of any IEP team member. Serendipity Center will coordinate will any outside related service providers and consult with Occupational Therapists, Physical Therapists, Autism Specialists, and other related service providers.

8. Upon request by the District, Serendipity Center will provide student assessment information to the District to determine ongoing eligibility for special education and related services. For purposes of this Agreement, student assessment information means classroom work samples, informal and formal academic assessments, observations, and behavioral and observational surveys.

9. Serendipity Center will designate a Test Coordinator who will:
   a. Attend Test Administration and Security training from a District Test Coordinator.
   b. Read the 2023-2024 Test Administration Manual.
   c. Make a good faith effort to provide the opportunity for all students to participate in testing in accordance with the 2023-2024 Test Administration Manual and School Test Coordinator Guidelines.
   d. Follow all testing accommodations documented in the student's IEP, as applicable.
   e. Provide copies of signed test assurances to District Test Coordinator prior to the start of testing.

10. Serendipity Center will maintain the confidentiality of student records, as required by federal and state law. Serendipity Center will forward student records to District whenever a student exits Serendipity Center and/or upon the district's request. Report cards or progress reports shall be submitted to the district at least annually for each student.

11. To maintain compliance with federal and state laws concerning the discipline of students with disabilities, Serendipity Center will provide notice within two (2) business days to the District representative if
   a. student has 7 or more suspension days in one school year so that the IEP team is aware it may need to hold a manifestation determination if the student reaches 10 days of suspension and/or
   b. a student is in jeopardy of suspension in excess of two consecutive days or termination.

12. On a monthly basis, Serendipity Center will furnish the district with an instructional hours report that will include a list of students from District who have been enrolled at Serendipity Center and their attendance. This report shall be attached to the monthly invoice. Serendipity Center agrees to maintain student membership and attendance records in compliance with the Oregon Department of Education's Oregon Student Personnel accounting manual.

13. Serendipity Center will notify the district when a student has not attended for 7 consecutive days to ensure the IEP team has advance notice if a student is at jeopardy of non-attendance of 10 consecutive days. If a student is absent for 10 consecutive school days, the student will be disenrolled on the 10th day unless District and Serendipity Center agree in writing that the student will continue to be enrolled at Serendipity Center. Re-enrollment must be approved by District and Serendipity Center.

14. Serendipity Center will offer all students no less than the minimum number of instructional hours required by the state minimum instructional hours requirement, except in accordance with any partial-day schedule documented in a student's IEP. Serendipity Center may, with reasonable notice to District, modify its academic calendar to comply with the state minimum instructional hours requirement, including adding school days and/or extending scheduled school hours.

15. Serendipity Center shall indemnify, defend and hold harmless District from and against all liability, loss, and costs arising out of or resulting from any negligent acts or omissions, tortious acts or omissions, or failure to comply with the terms of this Agreement by Serendipity Center, its officers, employees, or agents, in performance of this Agreement subject to the Oregon Tort Claims Act. This obligation shall survive the termination of this Agreement.

16. Serendipity Center shall comply with the requirements for public contractors under personal services contracts with a public body.

17. **Insurance**. Serendipity Center shall provide proof of the following insurance with a company acceptable to District,

    a. Workers' Compensation: Provide proof of workers' compensation in compliance with ORS 656.017, unless exempt under ORS 656.027.
    b. Commercial General Liability: Commercial General Liability Insurance in a combined single limit of not less than $2 million with a $3 million aggregate.
    c. Prior to the commencement of services under this contract, the Serendipity Center shall provide District with a certificate of liability insurance, form CG2010, and proof of sex abuse/molestation and professional liability coverage, naming District as an additional insured.

18. The parties recognize that the Federal Education Privacy Rights (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 (5) years (34 CFR 99.33(e)). Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by either party in the performance of this Agreement may not be re-disclosed to third parties without written consent of the student's parents/guardians; and must be used only for the purposes identified in this Agreement.

THE PARTIES agree to:

1. This Agreement contains the entire agreement between the parties with respect to the 2023-2024 school year. This Agreement supersedes all previous negotiations, commitments and any other oral or written statements between the parties with respect to the 2023-2024 school year.

2. This Agreement may be modified only by written agreement signed by each party to this Agreement.

3. Serendipity and the district will follow the COVID-19 Management Plan and ODE supplemental guidance and LPHA guidance in providing safe and equitable services for students and their families while policies and procedures related to COVID-19 are still in place.

    a. COVID-19 Liability. Serendipity and the District agree to access and follow ODE COVID-19 guidance in the transportation and education of students.
    b. COVID-19 Termination. Serendipity and the District agree to resolve any perceived or reported non-compliance with ODE COVID-19 guidance upon commercially reasonable notice by either party. If either party is not satisfied with the resolution, then either party may terminate the contract with thirty days written notice.
    c. Force Majeure. Neither the District nor Serendipity shall be responsible for termination of their contract caused by war or insurrection (whether declared or not); or plague, epidemic, or pandemic requiring quarantine or other substantially similar restrictions as directed by state or federal government order; or local natural calamities causing widespread destruction.
    d. Proof of Vaccination. As long as required by the State of Oregon, Serendipity and the district agree that all Serendipity employees and all the district employees visiting Serendipity either have proof of vaccination or documentation of a medical or religious exception. Serendipity evaluates any exception on a case by case basis to determine if reasonable accommodations are able to mitigate the risk of the spread of COVID-19.

4. The district and Serendipity will pay and provide equivalent services should ODE/OHA and/or LPHA require a change in service delivery to prevent the spread of the virus.

5. Neither party shall be responsible for delay, default, or termination of contract caused by any contingency beyond their control, including, but not limited to war or insurrection (whether declared or not); plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including, but not limited to quarantine or other restrictions as directed by state or federal government; compliance with any law or governmental order, rule, regulation or direction; strikes or lockouts by the Parties' own employees; walkouts by the Parties' own employees; fires, natural calamities; riots; or requirement of governmental agencies.

6. The parties agree to indemnify and hold harmless each other for, from and against all claims, costs, expenses (including attorney fees), losses, damages, fines, charges, actions, or other liabilities solely to the extent arising from their own intentional or negligent acts or those of their agents, contractors, or employees and, to the extent applicable, the above indemnification is subject to and shall not exceed the limits of the Oregon Tort Claims Act (ORS 30.260 through 30.300) and the Oregon Constitution. The parties intend to provide reciprocal indemnity obligations. The parties acknowledge that the Oregon Tort Claims Act may not limit the liability of Serendipity in the same manner as the other party. Accordingly, the parties agree Serendipity's indemnity shall not exceed the indemnification limits of the District.

7. This Agreement may be terminated by either party to the Agreement only by providing written notice of the party's intent to terminate the Agreement at least two weeks in advance of the termination, except that either party may terminate this contract immediately by providing written notice that it knows, or in good faith believes, that the other party has not complied with any applicable law or a material term of this Agreement. Suspension or revocation of Serendipity Center's registration by the Oregon Department of Education will also result in automatic termination of this Agreement. Upon termination of this Agreement, District will be obligated to pay Serendipity Center for all services rendered and all reimbursable expenses incurred prior to the termination.

8. **Notices**: All notices or demands issued by District or Serendipity Center 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:

District: _____
Attn: _____
Address:_____
Address:_____

Serendipity Center, Inc.
Attn: Kristin Harquail
PO Box 33350
Portland OR 97292-3350

DISTRICT

_____Signature

_____Position

_____Date

SERENDIPITY CENTER, INC.

Megan Pine Signature

Education & Compliance Director
_____Position

5/20/23
_____Date

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

To: Board of Directors

From: Koreen Barreras-Brown, Chief Academic Officer

Subject: **Intergovernmental Agreement (IGA) between Centennial School District and Reynolds School District**

Type: ☒ Action Item ☐ Report / Presentation

Policy: IGBAJ: Special Education – Free Appropriate Public Education

Date: August 23, 2023

Connection to Strategic Plan Goal Topics:

☒ Marginalized Students
☐ Culturally Responsive Teaching
☐ Student and Staff Wellness
☐ Professional Development

Summary / Background:
Centennial School District will provide a learning specialist for eligible RSD students who are attending Rosemary Anderson High School. The proposed 2023-24 contract runs from July 1, 2023 through June 30, 2024.

Rosemary Anderson High School is a private alternative high school historically serving students who have been expelled or dropped out of their public high school, and which provides a final opportunity for students to earn a high school diploma.

Previous Board Action:
The Board previously approved this agreement in February 2023. Prior to that, the Board approved this agreement in March 2022. The previous two-year IGA was between Gresham-Barlow School District, Centennial School District, Parkrose School District, David Douglas School District, and Reynolds School District for learning specialists at Rosemary Anderson High School and Open School.

Financial Implications:
The 2023-24 Budget includes an allocation of funds for a Learning Specialist for eligible students attending Rosemary Anderson High School per Exhibit 2 of the contract, the full cost of Learning Specialist is $144,585.

Motion:

A. Motion Made by Board Member:
    a. I move that the Board approve the proposed IGA with Centennial School District for a Learning Specialist at Rosemary Anderson.

B. Motion Seconded by Another Board Member
C. Points of Clarification / Discussion
D. Call for Board Vote

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INTERGOVERNMENTAL AGREEMENT (IGA)
BETWEEN
CENTENNIAL SCHOOL DISTRICT and REYNOLDS SCHOOL DISTRICT
Contract #200057

This Intergovernmental Agreement is between Centennial School District, hereinafter "CSD" and the Reynolds School District, hereinafter "RSD", and collectively "the Parties" pursuant to authority granted in ORS Chapter 190.

The Parties mutually agree as follows:

Term of Agreement. The initial Agreement term shall be July 1, 2023 through June 30, 2024.

Scope of Work. This Agreement is to provide special education services as described in Exhibit 1. The Parties shall perform the work described in Exhibit 1.

Payment for Work. There shall be no compensation to or by either party for services under this Agreement other than as described in Exhibit 2

Agreement Documents. This agreement consists of the following documents, which are listed in descending order of precedence (1) This Intergovernmental Agreement document, (2) Exhibit 1- Scope of Work, (2) Payment for services; (3) Exhibit 3 - 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.** CSD 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.

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.** CSD and RSD by written mutual agreement, may terminate this Agreement at any time.

   b. **For Convenience upon 60 days written notice.** Any 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.** Any 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

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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 any party shall not constitute a waiver of any claim any party may assert against the other party under the terms of this Agreement. The parties 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. This grant of access to records is not intended to waive or prohibit assertion of any privilege or public record exemption applicable to any such records.

5. Ownership of Work. Parties agree that all work products created by the parties as part of the performance of this Agreement, including background data, documentation, and staff work that is preliminary to final reports, shall be the exclusive property of the party creating the work product.

6. Confidentiality; FERPA/HIPAA Re-disclosure. Family Education Rights and Privacy Act ("FERPA") and Health Insurance Portability and Accountability Act ("HIPAA") **prohibits the re-disclosure of confidential student information.** Except in very specific circumstances, Contractor shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance of this Contract. Any re-disclosure of confidential student information must be in compliance with the re-disclosure laws of FERPA/HIPAA and related State of Oregon laws. Contractor is not to re-disclose information without prior written notification to and written permission of Centennial School District. If Centennial School District grants permission, Contractor is solely responsible for compliance with the re-disclosure under §99.32(b). Consistent with FERPA's/HIPAA's requirements, personally identifiable information obtained by Contractor in the performance of this Contract must be used only for the purposes identified in this Contract.

7. **Unsupervised Contact with Students; Criminal Background Checks.** This provision is required by statute. "Unsupervised contact" with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct supervision by District personnel. ORS 326.603; OAR 581-021-0500.

CHOOSE ONE:

☐ a. Contractor will have no direct, unsupervised contact with students in the performance of this contract.

- Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students.
- Contractor will discuss any questions or concerns about these requirements with District Point of Contact, Sonia Nelson Carranza, before beginning work.
- Contractor, any subcontractors, and their officers, employees and agents must immediately remove themselves from any situation involving direct, unsupervised contact with students.
- If Contractor is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Contractor shall notify District Point of Contact and undergo a criminal background check before beginning any work that could result is such contact.
- Contractor must check in at the school office and wear a visitor badge while on District property or in the presence of District students.

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- A violation of these provisions is grounds for immediate termination of this Contract by the District.

OR

☐ b. Performance under this Contract may require or cause Contractor to have direct, unsupervised contact with students. As required by ORS 326.603, **Contractor must undergo a finger-print based criminal background check before beginning work under this Contract**.

- Contractor will conduct a criminal background check on all staff members working with students, including fingerprinting, of any officer, agent or employee of Contractor that will have unsupervised contact with students. Contractor will keep these background checks up to date and on file at all times.
- Contractor shall pay all fees assessed by Oregon Department of Education for processing the background check.
- Contractor will provide the District with a copy of completed background checks of all staff members working with students and keep these background checks up to date and on file at all times.

8. **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.

9. **Indemnification.** Contractor shall defend and indemnify District, its officers, directors, employees, and agents from and against all liabilities, losses, expenses, claims, actions, or judgments (including attorney fees) recovered or made against District for any damage, injury, or death to persons or damage to property arising out of or caused by the negligent or intentional acts or omissions of the Contractor, its officers, employees, agents, or subcontractors related to Contractor's performance under this Contract. Contractor's indemnification of District extends to conditions created by this Contract or based upon violation of any statute, ordinance, or regulation. This provision is in addition to any common law or statutory liability and indemnification rights available to the District. Contractor's indemnification of District shall not apply to damage, injury, or death caused by the negligent actions of District, its officers, directors, employees, or agents. District must promptly notify Contractor in writing of any such claim or demand to indemnify and shall cooperate with Contractor in a reasonable manner to defend such claim.

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. THE PARTIES AGREE TO THE JURISDICTION OF THESE COURTS.

11. **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).

12. **Waiver, Severability.** The Parties agree that waiver of any default or breach under this Agreement by either party 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 constructed and enforced as if the Agreement did not contain the particular term or provision held invalid.

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13. **Amendments**. No waiver, consent, modification or charge 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.

14. **Performance audit**. Any party may conduct a performance audit to determine whether the terms, conditions, obligations, agreements and understanding of this Agreement are met.

15. **Notices**. All notices or demands of any kind required or desired to be given by any party 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.

16. **Insurance.**

☐ Organization and District are self-insured according to the statutory limits set in the State of Oregon for any liability, property, and auto claims. The parties represent and warrant that they have and will maintain adequate funding of this self-insurance to cover any claim that may result from or arise out of this Contract. In addition, Organization is self-insured for its workers' compensation for employees and shall provide benefits as prescribed by the State of Oregon.

OR

■ At all times while providing services under this Contract, Organization shall maintain in force at Organization's expense insurance coverage at least equal to the value of this Contract and the following insurance coverage(s), as applicable:

a. Workers' Compensation. As required by ORS 656.017, subject employers shall provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Organization and all subcontractors of Organization with one or more employees shall have this insurance unless exempt under ORS 656.027. Agencies that are statutory subject employers shall submit a certificate of insurance to the District showing proof of coverage.

b. Professional Liability / Errors & Omissions (E&O). If Organization is providing services that require a state license (including, but not limited to, accounting, architectural, auditing, dental, legal, medical, and psychiatric), then Organization shall maintain professional liability / E&O insurance coverage of at least $2,500,000 for each claim, incident, or occurrence, and at least $3,000,000 annual aggregate coverage. The Oregon Tort Claims Act (O.R.S. 30.265) provides a state tort exposure of just under $2,347,700 per occurrence for the District. This coverage shall provide extended reporting period coverage for claims made within two years after this Contract is completed or otherwise terminated according to its terms.

c. General Liability. Organization shall maintain general liability insurance coverage of at least $2,500,000 for each claim, incident, or occurrence, and at least $3,000,000 annual aggregate coverage. The Oregon Tort Claims Act (O.R.S. 30.265) provides a state tort exposure of just under $2,347,700 per occurrence for the District.

d. Motor Vehicle Liability. If Organization is providing services that require Organization to transport District personnel, students, or property, then in addition to any legally required insurance coverage, Organization shall maintain motor vehicle liability insurance of at least $2,500,000 for each claim, incident, or occurrence, and at least $ 3,000,000 annual aggregate coverage. The Oregon Tort Claims Act (O.R.S. 30.265) provides a state tort exposure of $2,347,700 per occurrence for the District.

e. Additional Requirements. All insurance coverage shall be provided by an insurance company having an A.M. Best rating of at least A- and/or licensed to do business in Oregon. Organization

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alone is responsible for paying all deductibles and retentions. A cross-liability clause or separation of insureds condition shall be included in all general liability policies required by this Contract. Organization's coverage shall be primary in the event of loss.

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.

Centennial School District
Attn: James Owens
18135 SE Brooklyn St.
Portland, OR 97236

DocuSigned by:
James Owens
7AF47FDC642B4BF...
James Owens, Superintendent

7/24/2023
Date

Reynolds School District
Attn: Business Manager/Director
1204 NE 201st Ave
Fairview, OR 97024

Date

DS
DW 7/19/2023

DS
PS 7/24/2023

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EXHIBIT 1

SCOPE OF WORK

The purpose of this agreement is to set forth the responsibilities of the Parties in providing services to students attending Rosemary Anderson High School.

I. Responsibilities of the Parties:
   a. Centennial School District will:
      i. Provide an onsite learning specialist to serve each party's students who are attending Rosemary Anderson High School.

      ii. Serve students who have an Individualized Education Plan (IEP).

      iii. Provide communication with each party's student services team for related services required.

      iv. Invoice Reynolds School District per Exhibit 2

      v. Plan and facilitate annual IEP/placement meetings, evaluation planning and eligibility meetings.

   b. Reynolds School District will:
      i. Pay the Centennial School District in a timely manner based on invoices per Exhibit 2

II. Joint Responsibilities
   a. Centennial School District and Reynolds School District will provide mutual involvement and cooperation in the planning and coordination of services for students attending Rosemary Anderson High School.

   b. For students attending Rosemary Anderson High School: each individual school district will provide any related services outlined in the IEP of the party's student (for example speech pathologist, occupational therapist, school psychologist and/or autism consultant).

   c. Each school district will provide the necessary staff to complete initial and re-evaluations. This may include speech pathologists, special education teachers, school psychologists and occupational and physical therapists. Each party will complete all evaluations, eligibilities, IEP meetings and placement determination meetings according to federal and state law.

   d. Each school district will be responsible to attend annual IEP meetings. Rosemary Anderson High School Learning Specialist will invite district representatives, assigned specialists and staff, family and/or students and will follow all procedural safeguards as per federal and state law. arrange a meeting at any time if either program feels staffing and program needs have changed.

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EXHIBIT 2

PAYMENT FOR SERVICES

One time per year (based on December 1 Census Count), the Centennial School District will invoice Reynolds School District for services provided per this contract based on census counts as follows:

Actual staffing costs incurred to provide services as outlined in exhibit 1, scope of work, based on the number of students served for the other party district as determined by the December census count. The amount will be variable per district based on their specific student count.

The full cost of the Learning Specialist for the 2023-24 school year is $144,585. This full cost includes: compensation for duties at RAHS, PERS-OPSRP, FICA, Workers Comp, Unemployment, Risk Management, Medical/Dental, and Early Retirement.

Each district would be billed based on the percentage of students receiving special education services at the time of invoice.

An example of the range based on previous data is a low of 2% ($2,890.00) to a high of 40% of students receiving special education services($57,834).

EXHIBIT 3

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INSURANCE REQUIREMENTS

Each Party shall at all times maintain in force at that Party's expense, each insurance noted below:

Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide worker's compensation coverage in accordance with ORS Chapter 656 for all subject workers. Each Party and all subcontractors of Each Party with one or more employees must have this insurance unless exempt under ORS 656.027 (See Exhibit 4). THIS COVERAGE IS REQUIRED.
Commercial General Liability insurance, on occurrence basis, with a limit of not less than _____ $500,000 _____ $1,000,000 **XXX $2,000,000** each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of _____ $500,000 _____ $1,000,000 **XXX $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. _____ $500,000 _____ 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. Each Party 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. Each Party's coverage will be primary in the event of loss.

Certificate(s) of Insurance Required. Each Party shall furnish a current Certificate(s) of Insurance to the other Party prior to Contract execution. Each Party 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 Each Party to the other Party. The Certificate(s) shall also state the deductible or retention level. For commercial general liability, the Certificate shall also provide that the other Party, its agents, officers, and employees are Additional Insured's with respect to Each Party'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 other Party receives the certificate and additional insured endorsement. If requested, complete copies of insurance policies shall be provided to the other Party.

In Lieu of Insurance. In Lieu of the insurance policies required by this Section, Each Party may provide coverage through self-insurance or a self-insured retention plus insurance. If Each Party 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. Each Party shall provide proof of self-insurance to the District before this Contract takes effect and thereafter upon request by the District. Each Party shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the coverage without 30 days' written notice from each Party to the other Party. Each Party will provide proof of insurance coverage to the other Party.

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

To: Board of Directors

From: Koreen Barreras-Brown, Chief Academic Officer

Subject: **Alternative Education Programs**

Type: ☒ Action Item ☐ Report / Presentation

Policy: IGBHA: Alternative Education Programs

Date: August 23, 2023

Connection to Strategic Plan Goal Topics:

☒ Marginalized Students
☐ Culturally Responsive Teaching
☐ Student and Staff Wellness
☐ Professional Development

Summary / Background:
Reynolds School District Board Policy IGBHA requires the Board to be presented a list of alternative education programs annually for approval. 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.

The following placements will be available for the 2023-2024 school year:

- Arata Creek School
- Burlingame Creek School
- Functional Life Skills Program
- Columbia Regional Deaf & Hard of Hearing Program
- Four Creeks School
- Helensview School
- Kartini School
- Knott Creek School
- Mt. Hood Community College, GED Program
- Mt. Hood Community College, Middle College Program
- Open School
- Oregon School for the Deaf
- POIC/Rosemary Anderson
- PDX Youth Builders
- Serendipity Center

Previous Board Action:
The Board approves a list of alternative education placements annually.

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.

Motion:

A. Motion Made by Board Member:
    a. I move that the Board approve the attached list of Alternative Education Programs/Schools for the 2023-24 school year as presented.
B. Motion Seconded by Another Board Member
C. Points of Clarification / Discussion
D. Call for Board Vote

Reynolds School District

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2023-24 Proposed Alternative Schools

Program/School Name	Program Focus	Program Description	Address/Phone	Program Contacts	Alt Ed Evaluators
1. Columbia Regional Deaf/Hard of Hearing https://www.crporegon.org/crp	**Grades Served**: K-12 **Strengths:** Outstanding parent/family connections. **Concerns:** No major concerns. CRP does think that they have capacity to serve high school students in larger numbers. https://www.crporegon.org/Page/293	Columbia Regional Program (CRP) Special Focus Classrooms are designed to provide intensive language instruction across all academic areas for students who are Deaf or Hard of hearing and whose language development has been significantly impacted because of their hearing loss.	833 NE 74th Ave, Portland OR 97213 503-916-5570	Kristy Karsten: 503-916-5570, kkarsten@pps.net Erin Fell: 503- 916-5570 X 78375, efell@pps.net Kerry Gilley, 503-916-5570. kgilley@pps.net	1. Julie Sams julie_sams@parkrose.k12.or.us 2. Erin Garvin erin_garvin@ddsd40.org
2. MESD Creeks https://www.multnomahesd.org/ -Arata Creek -Burlingame Creek -Four Creeks -Knott Creek	**Grades Served:** K-12 **Strengths:** Very organized, strong consistent systems in place. Solid staffing/ratios. **Concerns:** No major concerns. Districts need for alt placements remain. https://www.multnomahesd.org/creeks.html	Arata Creek, Knott Creek, Four Creeks and Burlingame Creek Schools operate as a K-12 school using the concept of a continuum system. There are four phases with clear academic and behavioral expectations. Students move through the system when they show they can meet the requirements at a particular stage over a period of time. The length of time it takes for a student to move through the continuum depends on the student's consistent use of new social and problem solving skills	**Arata Creek:** 2470 SW Halsey St. Troutdale, OR 97060. 503-262-4850 **Burlingame Creek**: 876 NE 8th St. Gresham, OR 97030 503-262-4050 **Four Creeks:** 14513 SE Stark St. Portland, OR 971-229-6065 **Knott Creek:** 11456 NE Knott St. Portland, OR 97220 971-229-6470	Joni Tolon: jtolon@mesd.k12.or.us **Arata & Burlingame:** Timothy Rodgers trodgers@mesd.k12.or.us 503-262-4820 Ian Molay imolay@mesd.k12.or.us 503-262-4050 **Four Creeks & Knott Creek:** Kari Sanders ksanders@mesd.k12.or.us	1. Lisa Gutierrez lisa_gutierrez@parkrose.k12.or.us 2. Shannon Deems deems@gresham.k12.or.us 3. Daniel R. Dater ddater@rsd7.net 4. Jen Ayers jayers@rsd7.net
3. Mt Hood Community College https://www.mhcc.edu/	**Grades Served:** 9-12++ **Strengths:** Programs do a very good job of helping students reconnect with education services and complete graduation requirements. Substantial effort undertaken for reconnecting students and providing wrap-around supports for students attending. **Concerns:** The two programs seem to be operating independent of each other. https://www.mhcc.edu/HighSchoolPrograms/	-Gateway to College – New Program -GED Program Through Mt. Hood Community College youth have the opportunity to attend one of several programs, these include: ABE/GED; Spanish GED; and ESL. These classes are offered at a variety of times for the convenience of enrolled students.	26000 SE Stark Street, Gresham, OR 97030 503-491-6422	Kristen Kulongoski: Kristen.Kulongoski@mhcc.edu Eran Smith: Eran.Smith@mhcc.edu 503-491-7589	1. Melissa Donnini melissa_donnini@csd28j.org 2. Lisa Gutierrez lisa_gutierrez@parkrose.k12.or.us
4. Wheatley https://www.multnomahesd.org/	**Grades Served:** K-21 **Strengths:** Provides services to high needs student population. Highly organized, excellent related services provided, committed staff, staff/student ratios. **Concerns:** Some staff turn-over, and maintaining on-going training across the school year for new hires. https://www.multnomahesd.org/wheatley.html	Wheatley School provides a positive and safe learning community that fosters academic and vocational growth. Our commitment to ensure a least restrictive environment, through campus-wide positive behavioral intervention supports, allows all students the opportunity to reach their ultimate potential	14030 NE Sacramento St. Portland, OR 97230 (503) 262-4000	Erick Welsh: ewelsh@mesd.k12.or.us 503-262-4006	1. Lisa Gutierrez lisa_gutierrez@parkrose.k12.or.us 2. Patrick O'Brien patrick_obrien@csd28j.org
5. MESD Functional Life Skills https://www.multnomahesd.org/	Grades Served: Strengths: Weaknesses:		11611 NE Ainsworth Circle, Portland, OR 97220	Melanie Hart: 503-257-1590, 480-294-9022 mhart@mesd.k12.or.us Christianne Hughes: 503-257-1658. 617-290-5761 chughes@mesd.k12.or.us	1. Julie Sams julie_sams@parkrose.k12.or.us 2. Ed Knowles ed_knowles@ddsd40.org
6. Helensview School https://www.multnomahesd.org/	https://www.multnomahesd.org/helensview.html Grades Served: Strengths: Weaknesses:		8678 NE Sumner St. Portland, OR 97220 (503) 262-4150	Dawn Joella-Jackson: 503-262-4150 djoella@mesd.k12.or.us	1. Daniel Dater ddater@rsd7.net 2. Lisa Gutierrez lisa_gutierrez@parkrose.k12.or.us
7. Portland Community College* https://www.pcc.edu/prepare/head-start/links/ *Not working with any East County districts 2019-2020 - ?	Grades Served: Strengths: Weaknesses:		PCC Southeast Campus 2305 SE 82nd Ave., Portland, OR 97216 MTH 123e 971-722-6125	Jeff Laff: jeff.laff15@pcc.edu	1. Terrie Howard thoward@rsd7.net 2. Erin Garvin erin_garvin@ddsd40.org

2023-24 Proposed Alternative Schools

Program/School Name	Program Focus	Program Description	Address/Phone	Program Contacts	Alt Ed Evaluators
8. Rosemary Anderson High School -East www.portlandoic.org/	https://www.portlandoic.org/students/rosemary-anderson-high-school Grades Served: Strengths: Weaknesses:		2208 SE 182nd Ave, Portland, OR 97233 503-797-7226	Franky Gomez: fgomez@portlandoic.org 971-940-8093	1. Shannon Deems deems@gresham.k12.or.us 2. Ed Knowles ed_knowles@ddsd40.org
9. Rosemary Anderson High School – Lents www.portlandoic.org/	https://www.portlandoic.org/students/rosemary-anderson-high-school Grades Served: Strengths: Weaknesses:		9330 SE Harold St. Portland, OR 97266 503-797-7226 , x601	Madison Liesinger: mliesinger@portlandoic.org 971-413-5965	1. Terrie Howard thoward@rsd7.net 2. Melissa Donnini melissa_donnini@csd28j.org
10. Rosemary Anderson Middle School www.portlandoic.org/	https://www.portlandoic.org/students/rosemary-anderson-middle-school Grades Served: Strengths: Weaknesses:		4430 N. Trenton Portland, OR 97203 971-940-8014	Alvin Johnson: ajohnson@portlandoic.org 971-400-6171	1. Jen Ayers jayers@rsd7.net 2. Terrie Howard thoward@rsd7.net
11. Open School https://openschoolnw.org/	https://openschoolnw.org/programs/open-school-east/ Grades Served: Strengths: Weaknesses:		16570 SE Oak St, Portland, OR 97233 503-488-5200	Michelle Cardenas (Assoc. Dir): Michelle.cardenas@openschoolnw.org 503-488-5200 Nawwal Moustafa (Middle School Program Director): 503-488-5156 Matt Ross (High School Program Director): 503-488-5158	1. Daniel Dater ddater@rsd7.net 2. Lisa Gutierrez lisa_gutierrez@parkrose.k12.or.us
12. Serendipity http://www.serendipitycenter.org/	Grades Served: Strengths: Weaknesses:		14815 SE Division St, Portland, OR 97236 503-761-7139	Jelena Doney: JelenaD@Serendipitycenter.org 503-595-2753	1. Jen Ayers jayers@rsd7.net 2. Terrie Howard thoward@rsd7.net
13. Portland Youth Builders http://pybpdx.org/	http://pybpdx.org/about Grades Served: Strengths: Weaknesses:		4816 SE 92nd Ave, Portland, OR 97266 503-286-9350	Jessica Burbach: jessica.burbach@pybpdx.org 503-286-9350, ext 253 Jill Walters: jill.walters@pybpdx.org 503-286-9350 ext. 241 Rana Uzzaman: Rana.uzzaman@pybpdx.org	1. Melissa Donnini melissa_donnini@csd28j.org 2. Jen Ayers jayers@rsd7.net
14. Kartini School https://www.kartiniclinic.com/	Grades Served: Strengths: Weaknesses:		3530 N. Vancouver Ave, Suite 400, Portland, OR 97227 971-319-6800	Mary Gunesch: mgunesch@kartiniclinic.com 503-201-8028	1. Patrick O'Brien patrick_obrien@csd28j.org 2. Shannon Deems deems@gresham.k12.or.us 3. Donna Ravenberg ravenberg@gresham.k12.or.us 4. Denise Wright denise_wright@csd28j.org

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To: Board of Directors

From: Wade Bakley, Chief Operations Officer

Subject: **Construction Manager/General Contractor and Design to Build**

Type: ☒ Action Item ☐ Report / Presentation

Policy: DJC: Bidding Requirements

Date: August 23, 2023

Connection to Strategic Plan Goal Topics:

☒ Marginalized Students
☒ Student and Staff Wellness
☐ Culturally Responsive Teaching
☐ Professional Development

Summary / Background:
The district has received ARPA funding in the form of ESSER 3 grant funding. The district has allocated funds to provide upgrades and new construction for several new covered play structures, playground equipment, new playground softfall (replacing wood chips), as well as proposed Reynolds high school new athletic field and track. These projects have a completion deadline of September 2024. The strategy for success in this relatively short timeline, from the beginning of programming and design to project completion is utilizing design build (DB) methodology and the Construction Manager/General Contracting (CM/GC). These methodologies provide a lower risk and a shorter timeline than traditional design bid build method of contractor procurement. This is why we are looking for approval of these alternate contracting procedures in an exemption format that is required by Oregon revised statute 279C.

Previous Board Action:
The Board approved similar exemptions in 2016 for construction projects utilizing the last bond.

Financial Implications:
The $12.3 million allocation for these projects is dedicated to fund design, management, permitting and construction of these projects. These funds will be tracked separately outside of general fund dollars.

Motion:

A. Motion Made by Board Member:
    a. I move that the Board, acting as the Local Contract Review Board, approve the utilization of Construction Manager/General Contractor and Design Build contracting methods for the ESSER 3 facilities projects.

B. Motion Seconded by Another Board Member
C. Points of Clarification / Discussion
D. Call for Board Vote

Reynolds School District
ESSER Design Build
Covered Play Structures
FINDINGS REGARDING REQUIRED INFORMATION

On August 23, 2023, the Reynolds School District #7 (the "District") requested an exemption from the competitive bidding requirements of ORS Chapter 279C.335(1) pursuant to ORS 279C.335(2) for the specified construction project for the construction of three (3) covered play areas on District property (the "Project") by the District to enable it to utilize an alternative contracting method for construction of the Project. The specific alternative contracting method which the District wishes to utilize is a Design Build (DB) selection process.

ORS 279C.330(1) provides that: "As used in ORS 279C.345, 279C.350 and OAR 137-049-0670 , "findings" means the justification for a contracting agency conclusion that includes, but is not limited to, information regarding:

(1) Operational, budget and financial data;
(2) Public benefits;
(3) Value engineering;
(4) Specialized expertise required;
(5) Public safety;
(6) Market conditions;
(7) Technical complexity

The Reynolds School District, having considered the evidence at the public hearing concerning this request, finds:

1. **The District is a local government body organized and existing under the laws of the State of Oregon.**

2. **The School Board is the local contract review board for the District.**

With regard to ORS 279C.335, the Board has considered the following in its decision to exempt the Project from competitive bidding and use the Design Build method:

1. <u>Favoritism</u>: The exemption is unlikely to encourage favoritism in awarding of the public improvement contract or substantially diminish competition or the public improvement contract. The District will select the DESIGN BUILD contractor through a competitive request for proposals process that fosters competition and focuses on delivering value to the District with no favoritism through an objective point-scoring system. The District will administer an openly-advertised DESIGN BUILD process, utilizing a one-step solicitation process (via RFP) and an objective point-scoring system. The District will encourage competition, any award will be made based upon the identified selection criteria under the RFP, and the District will allow an opportunity to protest the award.

2. Operational, Budget and Financial Data: As the Project funding is limited and the potential scope not fully known at this time, a precise determination of the overall Project budget cannot be made at this time given market conditions.. If the DESIGN BUILD contracting method is available, the DESIGN BUILD contractor could assess the scope and phasing of the Work and provide a more detailed cost estimate during the design phase and through the possible use of various work packages. This additional input would allow The Reynolds School District to more accurately determine funding requirements and potentially include additional project elements. These phased Project budget adjustments cannot be effectively accomplished with a traditional Design Bid Build (DBB) contracting process. The Reynolds School District anticipates substantial cost savings and better value using the DESIGN BUILD contracting method, as described more fully in this Section 3 and in Section 5 below.

The DESIGN BUILD process will assist in developing a scope of work and construction documents that meet the requirements of the Project with significantly lower risk of cost overruns. The resulting DESIGN BUILD contract will establish, within the contract price, the allowable fees, allowances and Project costs of the Work. Funding for this Project is provided by ESSER III funds. The DESIGN BUILD method of contracting provides cost controls and therefore benefits the District.

3. Public Benefits: Given market volatility, the utilization of the DESIGN BUILD delivery method will allow the team to use Target Value Design tools to procure materials that have long lead times and receive design assistance from subcontractors who can provide cost savings and assurances with meeting project deadlines.

Use of DESIGN BUILD as an alternative contracting method will allow construction work to commence relatively rapidly on some portions of the Work while design continues on the remaining portions. This will shorten the overall duration of the construction, maintaining both the schedule and the budget of the Project.

Further, as described in Section 6 below, the DESIGN BUILD delivery method will benefit the public as well by ensuring their safety when they are present in the new building.

4. Value Engineering: Value Engineering ("VE") is encouraged by the Reynolds School District on all District projects. VE can be defined as an organized effort directed at analyzing designed building features, systems, equipment, and material selections for the purpose of achieving essential functions at the lowest lifecycle cost consistent with required performance, quality, reliability, and safety. The DESIGN BUILD method of project delivery will result in earlier, more reliable, and higher quality VE since a sizable amount of project design and planning will be accomplished with the involvement of and in conjunction with the DESIGN BUILD contractor during the design development phase. The Reynolds School District can expect to realize substantial benefits of a lower construction cost and a well-developed scope of work for the Project.

The unique relationship of the owner, and combined construction contractor/design Team under the DESIGN BUILD process for Project delivery fosters a team approach, which should result in significant VE benefits. The standard DBB method procures a contractor and pricing only after

the design has been fully completed, which does not allow for pertinent input from the Design Build contracting partner as to the chosen means and methods. Design plans and specifications that utilize alternative materials and methodology identified by the DESIGN BUILD that add value or save costs can be developed during the design phase when using the DESIGN BUILD delivery method.

5. Specialized expertise required: As the project will be constructed, in part, during times that students will be in session at their schools this presents significant safety concerns. It will be incumbent on the DESIGN BUILD company, and subcontractors to determine the best way to phase and integrate the various safety and security components of the sites.

For successful Project completion, expertise and an innovative approach are required in: (a) managing and coordinating both design and construction; (b) implementing performance specifications; (c) providing VE and constructability reviews; (d) scheduling and estimating; (e) assessing risk; and (f) providing a completed Project through a collaborative DESIGN BUILD delivery method.

The Project requires the knowledge, craftsmanship, special expertise and experience of a design/contractor team that has worked on school buildings. The selected DESIGN BUILD contractor and its expert subcontractors will be critical team members for the Project.

6. Public Safety: Two identified design drivers are the location of the new structures adjacent to occupied schools and community use of said facility. The DESIGN BUILD process will allow the District to work closely with the Design Build company to ensure that the integrity of the new structures building and the safety of all whom use the school building and grounds during construction. Using a traditional DBB process would extend the time and therefore the budget which would limit the scope components that could be included.

7. Market Conditions: The general economy and regional construction market is experiencing volatility in commercial construction, which appears to be trending beyond 2023 and is likely to continue with added impacts due to COVID-19. The Reynolds School District has reason to believe the current market conditions will result in a large amount of interest in this DESIGN BUILD procurement. The bidder pools for most low-bid construction contract awards presently include a number of contractors that are not familiar with the specialized work that is required for a particular project but will nonetheless bid on this Project in order to secure work. This practice may result in a contract award to a low-bid contractor that is not able to sufficiently perform and is at a higher risk for safety or financial issues on a complex project. Due to these market conditions and risks, the DESIGN BUILD procurement process will best allow The Reynolds School District to control these risks by evaluating the qualifications of interested proposers to select a design build contractor who can successfully deliver this important Project.

8. Technical complexity: This Project would benefit from a DESIGN BUILD contractor with in-depth technical expertise of the current supply chain and labor issues that contribute to the national and regional volatility of the construction market. The scope of work is the construction of three new covered play areas on an occupied site. Issues relative to designing and building a covered play structure on an occupied site will demand an additional layer of complexity known

by those with experience with this project type. A DESIGN BUILD contractor with technical expertise will be required to identify and price multiple possible solutions, as well as to identify current and hidden conditions that may impact the Project at multiple points of design and during construction. A high level of communication and coordination among Reynolds School District, the design build contractor as a team is required, which would be facilitated by utilizing the DESIGN BUILD approach for the Project.

9. Necessary Expertise and Experience: The District is proactively working with a Project Manager and legal counsel that have extensive experience with the DESIGN BUILD delivery method and alternative contracting methods. The District intends to retain such consultants as may be necessary to affect the Project.

Reynolds School District
ESSER Design Build
New Playground Equipment & Playground Softfall
FINDINGS REGARDING REQUIRED INFORMATION

On August 23, 2023, the Reynolds School District #7 (the "District") requested an exemption from the competitive bidding requirements of ORS Chapter 279C.335(1) pursuant to ORS 279C.335(2) for the specified construction project for the installation of additional playground equipment at three (3) separate sites and replacement of Engineered Wood Fiber with Rubber surfacing at eight (8) separate sites (the "Project") by the District to enable it to utilize an alternative contracting method for construction of the Project. The specific alternative contracting method which the District wishes to utilize is a Design Build (DB) selection process.

ORS 279C.330(1) provides that: "As used in ORS 279C.345, 279C.350 and OAR 137-049-0690 , "findings" means the justification for a contracting agency conclusion that includes, but is not limited to, information regarding:

(1) Operational, budget and financial data;
(2) Public benefits;
(3) Value engineering;
(4) Specialized expertise required;
(5) Public safety;
(6) Market conditions;
(7) Technical complexity

The Reynolds School District, having considered the evidence at the public hearing concerning this request, finds:

1. **The District is a local government body organized and existing under the laws of the State of Oregon.**

2. **The School Board is the local contract review board for the District.**

With regard to ORS 279C.335, the Board has considered the following in its decision to exempt the Project from competitive bidding and use the Design Build method:

1. <u>Favoritism</u>: The exemption is unlikely to encourage favoritism in awarding of the public improvement contract or substantially diminish competition or the public improvement contract. The District will select the DESIGN BUILD contractor through a competitive request for proposals process that fosters competition and focuses on delivering value to the District with no favoritism through an objective point-scoring system. The District will administer an openly-advertised DESIGN BUILD process, utilizing a one-step solicitation process (via RFP) and an objective point-scoring system. The District will encourage competition, any award will be made based upon the identified selection criteria under the RFP, and the District will allow an opportunity to protest the award.

2. Operational, Budget and Financial Data: As the Project funding is limited and the potential scope not fully known at this time, a precise determination of the overall Project budget cannot be made at this time given market conditions.. If the DESIGN BUILD contracting method is available, the DESIGN BUILD contractor could assess the scope and phasing of the Work and provide a more detailed cost estimate during the design phase and through the possible use of various work packages. This additional input would allow The Reynolds School District to more accurately determine funding requirements and potentially include additional project elements. These phased Project budget adjustments cannot be effectively accomplished with a traditional Design Bid Build (DBB) contracting process. The Reynolds School District anticipates a lower overall cost and better value using the DESIGN BUILD contracting method, as described more fully in this Section 3 and in Section 5 below.

The DESIGN BUILD process will assist in developing a scope of work and construction documents that meet the requirements of the Project with significantly lower risk of cost overruns. The resulting DESIGN BUILD contract will establish, within the contract price, the allowable fees, allowances and Project costs of the Work. Funding for this Project is provided by ESSER III funds. The DESIGN BUILD method of contracting provides cost controls and therefore benefits to the District.

3. Public Benefits: Given market volatility, the utilization of the DESIGN BUILD delivery method will allow the team to use Target Value Design tools to procure materials that have long lead times and receive design assistance from subcontractors who can provide cost savings and assurances with meeting project deadlines.

Use of DESIGN BUILD as an alternative contracting method will allow construction work to commence relatively rapidly on some portions of the Work while design continues on the remaining portions. This will shorten the overall duration of the construction, maintaining both the schedule and the budget of the Project..

Further, as described in Section 6 below, the DESIGN BUILD delivery method will benefit the public as well by ensuring their safety when they are present in the new building.

4. Value Engineering: Value Engineering ("VE") is encouraged by the Reynolds School District on all District projects. VE can be defined as an organized effort directed at analyzing designed building features, systems, equipment, and material selections for the purpose of achieving essential functions at the lowest lifecycle cost consistent with required performance, quality, reliability, and safety. The DESIGN BUILD method of project delivery will result in earlier, more reliable, and higher quality VE since a sizable amount of project design and planning will be accomplished with the involvement of and in conjunction with the DESIGN BUILD contractor during the design development phase. The Reynolds School District can expect to realize substantial benefits of a lower construction cost and a well-developed scope of work for the Project.

The unique relationship of the owner, and combined construction contractor/design Team under the DESIGN BUILD process for Project delivery fosters a team approach, which should result in significant VE benefits. The standard DBB method procures a contractor and pricing only after

the design has been fully completed, which does not allow for pertinent input from the Design Build contracting partner as to the chosen means and methods. Design plans and specifications that utilize alternative materials and methodology identified by the DESIGN BUILD that add value or save costs can be developed during the design phase when using the DESIGN BUILD delivery method.

5. Specialized expertise required: As the project will be constructed, in part, during times that students will be in session at their schools this presents significant safety concerns. It will be incumbent on the DESIGN BUILD company, and subcontractors to determine the best way to phase and integrate the various safety and security components of the sites.

For successful Project completion, expertise and an innovative approach are required in: (a) managing and coordinating both design and construction; (b) implementing performance specifications; (c) providing VE and constructability reviews; (d) scheduling and estimating; (e) assessing risk; and (f) providing a completed Project through a collaborative DESIGN BUILD delivery method.

The Project requires the knowledge, craftsmanship, special expertise and experience of a design/contractor team that has worked on school buildings. The selected DESIGN BUILD contractor and its expert subcontractors will be critical team members for the Project.

6. Public Safety: Two identified design drivers are the location of the new playground equipment adjacent to occupied schools and community use of said facility. The DESIGN BUILD process will allow the District to work closely with the Design Build company to ensure that the integrity of the new playground equipment and softfall areas and the safety of all whom use the school building and grounds during construction. Using a traditional DBB process would extend the time and therefore the budget which would limit the scope components that could be included.

7. Market Conditions: The general economy and regional construction market is experiencing volatility in commercial construction, which appears to be trending beyond 2023 and is likely to continue with added impacts due to COVID-19. The Reynolds School District has reason to believe the current market conditions will result in a large amount of interest in this DESIGN BUILD procurement. The bidder pools for most low-bid construction contract awards presently include a number of contractors that are not familiar with the specialized work that is required for this particular project but will nonetheless bid on this Project in order to secure work. This practice may result in a contract award to a low-bid contractor that is not able to sufficiently perform and is at a higher risk for safety or financial issues on a complex project. Due to these market conditions and risks, the DESIGN BUILD procurement process will best allow The Reynolds School District to control these risks by evaluating the qualifications of interested proposers to select a design build contractor who can successfully deliver this important Project.

8. Technical complexity: This Project would benefit from a DESIGN BUILD contractor with in-depth technical expertise of the current supply chain and labor issues that contribute to the national and regional volatility of the construction market. The scope of work is the installation of additional playground equipment at three (3) separate sites and replacement of Engineered Wood Fiber with Rubber surfacing at eight (8) separate sites. Issues relative to designing and

building a playground equipment on an occupied site will demand an additional layer of complexity known by those with experience with this project type. A DESIGN BUILD contractor with technical expertise will be required to identify and price multiple possible solutions, as well as to identify current and hidden conditions that may impact the Project at multiple points of design and during construction. A high level of communication and coordination among Reynolds School District, the design build contractor as a team is required, which would be facilitated by utilizing the DESIGN BUILD approach for the Project.

9. <u>Necessary Expertise and Experience</u>: The District is proactively working with a Project Manager and legal counsel that have extensive experience with the DESIGN BUILD delivery method and alternative contracting methods. The District intends to retain such consultants as may be necessary to affect the Project.

REYNOLDS SCHOOL DISTRICT NO. 7

FINDINGS OF FACT

For Exemption from Competitive Bidding and Use of the Construction Manager/General Contractor (CM/GC) Services for Contracting for

ESSER III REYNOLDS HS NEW FOOTBALL FIELD (PROJECT)

1. General

ORS 279C.335(2) permits a local contract review board to exempt public improvement projects from traditional competitive bidding upon approval of Findings of Fact ("Findings") showing that an alternative contracting process is unlikely to encourage favoritism or diminish competition and that the process will result in substantial benefit to the School District. The Reynolds School District ("District"), through its School Board, acts as the Local Contract Review Board ("LCRB") for the District.

ORS 279C.400 – ORS 279C.410 describe the Request for Proposals method of solicitation as an alternative to traditional competitive bidding. Pursuant to ORS 279C.410(8), a public Agency using the Request for Proposals method may award a contract to the responsible proposer "whose proposal is determined in writing to be the most advantageous to the contracting agency based on the evaluation factors set forth in the request for proposals and, when applicable, the outcome of any negotiations authorized by the request for proposals."

ORS 279C.330 defines "Findings" and identifies specific information to be provided as a part of the District justification. Under ORS 279C.335(5) a public hearing must be held before the findings are adopted, allowing an opportunity for interested parties to comment on the draft findings.

PURPOSE OF THESE FINDINGS: The Reynolds School District held a public hearing as required by ORS 279C.335 on August 23, 2023, and makes the following Findings of Fact with respect to whether ESSER funded ("Project"), as described herein, should be exempt from competitive bidding.

The District seeks to utilize CM/GC Services, an alternative method of contracting, based on the Findings of Facts presented herein.

2. Background

Reynolds School District currently serves over 10,000 students in 16 schools and 5 charter schools.

Key District staff have prioritized site and facility improvement projects at 10 different schools and have allocated $12M of the ESSER funding the District received for these projects.

These projects include:

1. Design and construct covered play areas for three (3) elementary schools (Alder, Davis and Glenfair).
2. Replace engineered wood fiber playground surfacing at eight (8) elementary schools with Rubber Surfacing (Alder, Davis, Glenfair, Hartley, Margaret Scott, Salish Ponds, Sweetbriar, Woodland)
3. Install additional playground equipment at three (3) elementary schools (Hartley, Sweetbriar, Woodland).
4. Full replacement of key portions of Reynolds Middle School's roof, including insulation and flashing.
5. Design and construct a new multi-sport athletic field, including track, with field lighting at Reynolds High School.
    a. Note: does not include field relocations or stadium.

These facility improvement projects will meet the eligibility goals and priorities of the State of Oregon ESSER III funding by:

- Improving existing playgrounds for support student and community activity and to match other playgrounds in the District.
- Improve safety and accessibility and reduce maintenance of existing playgrounds.
- Protect the community's investment in the existing middle school.
- Provide a regulation-level multi-sport athletic track and field for the District's participation in high school sports, including field lighting that allows for additional hours of use.

In addition to supply chain and labor pool issues and a compressed schedule, these cumulative projects (in aggregate known at the "ESSER Project") will require strategic planning for multiple, phased design and construction projects around existing, occupied schools and careful coordination with the District.

The budget limitations will require close and on-going monitoring of construction costs. For project success, it will be essential to have contractor/construction expertise on board early to monitor, inform and maintain the trifecta of key construction issues: schedule (including planning and phasing), budget and safety throughout this Project.

In consideration of these facts, an alternate method of construction procurement for this Project, a public improvement project for the District, is proposed for exemption from selecting a contractor based upon the lowest bid. The following findings support the proposed exemption from competitive bidding and the use of a Request for Proposal (RFP) for Construction Manager/General Contractor (CM/GC) Services as an alternate method of construction contracting for this Project.

FINDINGS OF FACT

SUMMARY FINDINGS

Use of the CM/GC process for the "Project" complies with the criteria outlined in ORS 279C.335(2):

1. **Competition will not be diminished:** It is unlikely this exemption will encourage favoritism or substantially diminish competition. The Request for Proposals selection process will be competitive based upon relevant selection criteria and will open to all interested proposers as described in the findings below.

2. **Substantial cost savings will be achieved.** The exemption will result in substantial cost savings to the District. The District has found several areas in which substantial cost savings to the District will be achieved. Also, value will be added, especially in consideration of schedule, to the Project that could not be obtained under the duration of the standard design-bid-build process**.**

SPECIFIC FINDINGS

which substantiate the summary findings, are as follows:

1. **The CM/GC will be selected through a competitive process in accordance with the qualifications-based selection process authorized by the District. Therefore, it is unlikely that the awarding of the construction contract for the Project will encourage favoritism or substantially diminish competition. This finding is supported by the following:**

   A. SOLICITATION PROCESS: Pursuant to ORS 279C.360, the CM/GC solicitation will be advertised at least once in the Daily Journal of Commerce, as well as in the District Bond website, and in as many additional issues of the publication as the District may determine.

   B. FULL DISCLOSURE: To ensure full disclosure of all information, the Request for Proposals solicitation package will include:

   a. Detailed Description of the Project

   b. Contractual Terms and Conditions

   c. Selection Process

   d. Evaluation Criteria

   e. Role of Evaluation Committee

   f. Provisions for Comments

   g. Complaint Process and Remedies Available

C. COMPETITION: As outlined below, the District will follow processes which maintain competition in the procurement of a CM/GC.

a. The District anticipates that competition for this contract will be similar to that experienced in other Projects of this type. The competition will remain open to all qualifying proposers.

b. The District has been communicating with the construction contracting community as well as the architectural/engineering community about the use of the CM/GC contracting method for this project.

c. The evaluation and solicitation process employed will be open and impartial. Selection will be made on the basis of final proposal scores derived from qualifications, price and other components, which expand the ground of competition beyond price alone to include experience, quality, schedule, etc.

d. The competitive process used to award subcontracts for all competitively bid construction work will be specified in the CM/GC contract and will be monitored by the District. The District will designate in the contract the proposed percentage of construction work that must be subcontracted and may not be self-performed by the CM/GC. The CM/GC contract will comply with the subcontractor competition requirements in ORS 279C.337.

D. SELECTION PROCESS: Other highlights of the selection process will include:

a. A mandatory Pre-Proposal Conference and Site Tour will be announced and held. This conference will be open to all interested parties. During this Pre-Proposal Conference, as well as any time prior to five (5) business days before the close of the solicitation, interested parties will be able to ask questions, request clarifications and suggest changes in the solicitation documents if such parties believe that the terms and conditions of the solicitation are unclear, inconsistent with industry standards, or unfair and unnecessarily restrictive of competition.

b. The evaluation process will determine whether a proposal meets the screening requirements of the RFP, and to what extent. The following process will be used:

   i. Proposals will be evaluated for completeness and compliance with the screening requirements of the RFP. Those proposals that are materially incomplete or non-responsive will be rejected.

   ii. Proposals considered complete and responsive will be evaluated to determine if they meet and comply with the qualifying criteria of the RFP. If a proposal is unclear, the proposer may be asked to provide written clarification. Those proposals that do not meet all requirements will be rejected.

   iii. Proposals will independently be scored by the voting members of the Evaluation Committee. Scores will then be combined and assigned to each proposal.

   iv. The Evaluation Committee will convene to select from the highest-scoring proposers, a finalist(s) for formal interviews.

v. The Evaluation Committee will conduct the interviews with the short-listed proposers.

vi. The Evaluation Committee will use the interview to confirm the scoring of the proposal and to clarify any questions. Based upon the revised scoring, the Evaluation Committee will rank the proposers, and provide an award recommendation.

vii. The Reynolds School District will negotiate a contract with the top-ranked firm. If an agreement cannot be reached, the District will have the option to enter into an agreement with the second-ranked firm, and so forth.

c. Competing proposers will be notified in writing of the selection of the apparent successful proposer and will be given seven (7) calendar days after receipt of the notice to review the RFP file and evaluation report at the District Office. Any questions, concerns, or protests about the selection process will be subject to the requirements of the OAR 137-049-0450, must be in writing, and must be delivered to the Reynolds School District within seven (7) calendar days after receipt of the selection notice. No protest of the award selection shall be considered after this time period.

d. The contract achieved through this process will require the CM/GC to use an open competitive selection process to bid all components of the job. The CM/GC's general conditions and fee makes up 8- 10%% of the total cost, and will be evaluated as one of the scoring criteria. General Conditions must include supervision, bonding, insurance, and mobilization, must be within the industry standard range of approximately 10%. The CM/GC's fee must be within the current industry standard range.

2. The awarding of a construction contract for the Project using CM/GC method would offer the District time critical construction expertise and value to the Project. This finding is supported by the following information required by ORS 279C.335(2)(b) and ORS 279C.330.

A. SPECIALIZED EXPERTISE: Early selection of the CM/GC creates more informed, better quality decision making by the project's design team. A more efficient design and construction team saves the District money and helps the project team anticipate and mitigate challenges in the current construction market.

This exemption will allow the District to proactively seek construction and constructability expertise during the design process, well in advance of the standard competitive bid timeline, to address the complexities of existing conditions, phased construction, potentially occupied site/s (and on-going school operations during construction) and to help inform the best decisions on behalf of the District. Value will be added to the Project, via early and time-critical construction expertise, as well as a shorter project development timeline that could not otherwise be obtained to the same depth, duration or quality with the design-bid-build project delivery method.

a. **COORDINATION and SCHEDULE:** Use of a CM/GC in conjunction with the team approach will result in a better coordinated Project and a more streamlined project

delivery (over design-bid-build), which will help the District meet their ESSER funding spend by requirements. By having the CM/GC part of the project team early, the CM/GC will have time to fully evaluate and understand the existing facilities and systems, along with the intended design direction prior to start of construction. This information will inform design direction, phasing plans, site logistics and safety and security measures during construction.

The CM/GC would help clarify several critical variables valuable to the Project design. The CM/GC: guarantees the maximum price (GMP) to complete the Project; determines the construction schedule; establishes the sequence of work; is contractually bound to implement the final Project design within the GMP; and participates as an essential member of the Project design and construction team. By utilizing the Request for Proposal selection process, which allows the District to consider factors such as experience and expertise in addition to price, the District will ensure that the selected CM/GC will be competent fit for this project.

The CM/GC would help assess lead time issues, best opportunities to secure subcontractors and labor for trade coverage, better pricing, and will help discuss and/or adjust the work plan to address project, District and construction market needs. This component cannot be addressed by the usual design/bid/build method of construction because selection is typically based on the lowest bidder.

b. **SAFETY:** All work must be coordinated to avoid safety and security risks to the students, employees (TTSD and construction), and the general public, to ensure efficiency in construction. All construction must be coordinated to ensure safety and security. The coordination between the District, the design team and the selected CM/GC will assure coordination of work and necessary care for the safety of vehicular and pedestrian paths crossed by the Project, throughout the phases of the project. With the CM/GC services on board during design, rather than at the completion of construction documents, safety and security will have been considered and more thoroughly planned long before construction begins, which will effectively minimize delays.

c. **MARKET CONDITIONS:** As well as the multitude of construction market factors that exist today in the local market (e.g. supply chain and lead time issues, construction labor shortages, potential competition with other projects) the difficulty in anticipating availability (materials and labor) complicates our ability to accurately estimate the cost of this Project. The current economy challenges the interest and capacity for contractors to bid and deliver jobs. CM/GC Services, an alternative contracting method, will be more likely to result in a better suited contractor for this Project than the usual competitive/low bid procurement.

B. OPERATIONAL, BUDGET, FINANCIAL DATA

a. **BUDGET:** The District has a fixed budget available and a spending timeframe for the "Project" that cannot be exceeded. The completion date cannot be exceeded. Early reliable pricing provided by the CM/GC, as well as early scheduling and procuring help

with long lead items during the design phase will reduce the potential for time delays due to later discovery.

b. **LONG TERM COSTS:** The Project will require expertise regarding the constructability and long-term cost/benefit analysis of the design for two key projects within the ESSER Project, 1) the middle school partial reroofing and the 2) regulation-level multi-sport athletic track and field. This knowledge is best obtained directly from the construction industry. Many decisions will be required during the design process that will encompass immediate feedback on constructability and pricing. Under the traditional design-bid-build process, there is a high risk of increased change orders and schedule impacts for Project of this size and complexity. Since there are significant costs associated with delay, time is of the essence. Because the contractor participates during the design phase, the CM/GC process will assist in providing a scope of work, constructible design and phasing solutions that best meet the requirements of the Project with significantly lower risk to the Project' costs. Involving the CM/GC during design will also allow Project risks to be addressed early and teamwork between the District, the design consultants, and the construction contractor (CM/GC) to minimize those risks.

c. **FEWER CHANGE ORDERS:** When the CM/GC participates in the design process, fewer change orders occur during project construction. This is due to the CM/GC's better understanding of the owner's needs, the existing conditions, and the architectural and engineering team's intent. As a result, the Project is more likely to be completed on time and within budget. In addition, fewer change orders reduce the administrative time and costs of project management for both the District and the contractor.

d. **GMP CHANGE ORDERS COST LESS:** CM/GC change orders will be processed at a lower cost under the GMP. The design-bid-build method typically results in the contractor charging 15%+ markup on construction change orders. The GMP method applies lower predetermined markups. Industry trends for CM/GC mark-ups on change orders are typically in the range of 3-5%.

e. **POTENTIAL SAVINGS:** Under the GMP method the District will realize the full savings, if actual costs are below the GMP. When the CM/GC completes the Project, any savings between the GMP and the actual cost accrue to the District.

f. **CONTRACTOR'S FEE IS LESS:** Contracts with CM/GC's are designed to create a better working relationship with the contractor. Consequentially, the overhead and profit fee is generally in the 3-5% range. This is slightly lower than the fee anticipated on similar design-bid-build contracts.

g. **FUNDING SOURCES**: The District will be funding these projects (listed on pages 1-2) with portion of the ESSER III fund grants (Elementary and Secondary School Emergency Relief) the District received as part of the Corono virus Aid, Relief, and Economic Security Act (CARES). These funds must be used to reimburse eligible expense *incurred* between March 13, 2020 and **September 30, 2024**. The standard design-bid-build project delivery method would elongate the project development

timeline and would jeopardize the District's opportunity to utilize the available funding within the required timeline.

C. ADDITIONAL PUBLIC BENEFITS

a. **TIME SAVINGS:** The use of CM/GC as an alternative contracting method will allow construction work to commence relatively rapidly on some portions of the work while design is completed the remaining portions. This will allow for an advanced start on construction, especially in comparison to the standard design-bid-build duration, and supporting the completion of the Project by the funding expiration date.

b. **STRATEGICALLY MAXIMIZE SITE WORK AND WEATHER WINDOW:** This exemption offers the best opportunity to strategically maximize the dry weather window for this exterior work, including demolition and site preparation, including for the new regulation-level track and field for the high school. Site prep work completed in advance of wet weather conditions will save the District time and money.

c. **COST SAVINGS:** The Project will benefit from the active involvement of a CM/GC contractor during the design process in the following ways:

   i. The contractor's input regarding the constructability and cost-effectiveness of various alternatives will guide the design toward the most economic choices.

   ii. The contractor will be able to provide current and reliable information regarding the cost of materials that are experiencing price volatility and the availability of scarce materials.

   iii. The contractor will also be able to order materials while design is being completed in order to avoid inflationary price increases and provide the lead-time that may be required for scarce materials.

d. **GUARANTEED MAXIMUM PRICE (GMP) ESTABLISHES A MAXIMUM PRICE PRIOR TO COMPLETION OF DOCUMENTS:** The CM/GC will be able to obtain a complete understanding of the District's needs, the design intent, the scope of the Project, and the operational needs of the Project by participating in the construction document phase. With the CM/GC participating in this phase they will be able to offer suggestions for improvement and make suggestions that will reduce costs. With the benefit of this knowledge, the CM/GC will also be able to guarantee a maximum price to be paid by the District for constructing the Project.

D. VALUE ENGINEERING

a. **WITH THE DESIGN-BID-BUILD PROCESS:** If the District were to utilize the design-bid-build method, the contractor would not participate in early pricing or cost evaluation. In conducting value engineering under the design-bid-build approach, a value engineering takes place after pricing is received, either from a hired cost estimator or after receiving construction bids.

   This process elongates the schedule and is inefficient, as it is reactionary to pricing, rather than informed during the design process. This process takes extra time and

adds extra costs and administrative complications, without providing the benefits of early and committed through construction contractor participation.

b. **WITH CM/GC:** The CM/GC process offers a unique opportunity for early cost evaluations and value engineering that are not possible through the design-bid-build process. Value engineering is the means used to determine the best project design that meets the needs and priorities of the owner, within the owner's budget. Value engineering is done most effectively by a team consisting of the owner, architect, consultants, and the contractor. When the contractor participates, the team can render the most comprehensive evaluation of all factors that affect the cost, quality, and schedule of the project and incorporate decisions earlier into the project.

   i. The CM/GC method has the benefit of:

   - the ability to anticipate the project schedule through completion;
   - the ability to sequence work; and
   - commitment from the contractor to implement the design within the budget and schedule.

   Through integrated participation, a project's scope and design evolve that has greater value for the owner, and is likely to be a higher quality and value over the same project or product delivered by the design-bid-build method.

E. NECESSARY EXPERTISE AND EXPERIENCE

a. The District is proactively working with a Project Manager and legal counsel that have extensive experience with the ~~DESIGN BUILD~~ CM/GC delivery method and alternative contracting methods. The District intends to retain such consultants as may be necessary to affect the Project.

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

To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: **Board Discussion and Reports**

Type: ☐ Action Item ☒ Report / Presentation

Policy: BD/BDA: Board Meetings; BDDF: Conduct of Board Meetings

Date: August 23, 2023

Connection to Strategic Plan Goal Topics:

☒ Marginalized Students
☒ Culturally Responsive Teaching
☒ Student and Staff Wellness
☒ Professional Development

Summary / Background:

A. Individual Board Member Reports or Announcements
    a. Committees or Community Involvement
B. Upcoming Board Meetings
    a. Board Work Session: September 13, 2023
    b. Board Business Meeting: September 27, 2023
C. Board Discussion

Previous Board Action:
Not Applicable.

Financial Implications:
Not Applicable.

Motion:
Not Applicable.

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

To: Board of Directors

From: Frank Caropelo, Superintendent

Subject: Adjournment of Meeting

Type: ☐ Action Item ☒ Report / Presentation

Policy: BD/BDA: Board Meetings; BDDF: Conduct of Board Meetings

Date: August 23, 2023

Connection to Strategic Plan Goal Topics:

☒ Marginalized Students
☒ Culturally Responsive Teaching
☒ Student and Staff Wellness
☒ Professional Development

Summary / Background:
The Board Chair will adjourn the meeting.

Previous Board Action:
Not Applicable.

Financial Implications:
Not Applicable.

Motion:
Not Applicable.