

Regular Meeting with an Executive Session & Supplemental Budget Hearing

Thursday, July 25, 2024 6:00 PM

The Dalles Middle School - Commons, 1100 East 12th Street, The Dalles, Oregon 97058

1. **(5:15 PM) Call Executive Session to Order pursuant to:**

- **ORS 192.660(2)(d): "To conduct deliberations with persons designated to carry on labor negotiations."**
- **ORS 192.660(2)(b) - "To consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or agent, unless he or she requests an open meeting."**

2. **Adjourn the Executive Session**

3. **(6:00 PM) Call the Supplemental Budget Hearing to Order & Pledge of Allegiance** **Presenter:** David Jones, Chair

3.a. *Public Comment on the Supplemental Hearing*

4. **Adjourn the Supplemental Budget Hearing**

5. **Call the Regular Meeting to Order** **Presenter:** David Jones, Chair

6. **Elect Board Chair & Vice Chair [ORS 332.005(2), 332.040(4)]**

7. **Review / Revision of the Agenda**

8. **District Mission / Vision / Values**

9. **Consent Agenda**

9.a. **2024-2025 July Board Organizational Chart**

9.b. **School Board Meeting Minutes from June 20th, 2024**

9.c. **Personnel Report**

10. **Board Action Calendar - Review & Approve for the 2024-2025 year**

11. **Student Representatives to the Board - Report:**

- **Kylee Rose**
- **Nancy Diaz Sanchez**

12. **Staff Reports:**

13. **Appoint School Board Members to standing committees:**

14. **New Business:**

14.a. **Presentations / Reports:**

14.a.1. **The Link Public Transit Presentation** **Presenter:** Sara

		Crook, Travel Trainer, MCEDD
14.a.2.	<u>Superintendent's Report</u>	Presenter: Dr. Carolyn Bernal, Superintendent
14.a.2.a.	<u>Report: English Learners in Oregon Annual Report 2022-23</u>	Presenter: Shannon Brennan, Director of TLA
14.a.2.b.	<u>Report: 2023-2024 Communications Report</u>	Presenter: Stephanie Bowen, Director of Communications
14.a.2.c.	<u>Action Item: Approve services contract for Intensive Program Community Engagement Audit</u>	Presenter: Carolyn Bernal, Superintendent
14.a.2.d.	<u>Action Item: Approve the Athletic Handbook</u>	Presenter: Carolyn Bernal, Superintendent
14.a.3.	<u>Chief Financial Officer's Report</u>	Presenter: Randy Anderson, CFO
14.a.3.a.	<u>Action Item: Approve Resolution 24-25-02: Resolution Adopting a Supplemental Budget and Making Appropriations within the Student Investment Account Fund.</u>	
14.a.3.b.	<u>Financial Statements:</u>	
14.a.4.	<u>Board Attorney's Report</u>	Presenter: Jason Corey, Board Attorney
15.	<u>Discussion / Action Items:</u>	
15.a.	<u>Action Item: Board Direction on Complaint (March 31st, 2024)</u>	
15.b.	<u>Action Item: Request for approval for Out of State Travel to attend the CCIRA Conference in February 2025.</u>	Presenter: Shannon Brennan, Director of TLA
16.	<u>1st Reading on School Board Policies (informational only):</u>	
16.a.	<u>Policy BFC: Adoption and Revision of Policies</u>	
16.b.	<u>Policy DJC: Bidding Requirements</u>	
16.c.	<u>Policy DJCA: Personal Service Contracts (DELETE)</u>	
16.d.	<u>Policy EBBA: Student Health Services (NEW)</u>	
16.e.	<u>Policy EBCA: Safety Threats (NEW POLICY)</u>	
16.f.	<u>Policy EBCB: Emergency Drills</u>	
16.g.	<u>Policy EBC: Emergency Plan and First Aid (NEW)</u>	
16.h.	<u>Policy EBC/EBCA: Emergency Procedures and Disaster Plans (DELETE)</u>	
16.i.	<u>Policy EBBA: First Aid (DELETE)</u>	

- 16.j. Policy GBEB: *Communicable Diseases in Schools*
- 16.k. Policy GBEB-A: *Staff - HIV, AIDS, and HBV (DELETE)*
- 16.l. Policy IFCA: *Site Councils*
- 16.m. Policy JHCA/JHCB: *Immunization and School Sports Participation (NEW)*
- 16.n. Policy JHC: *Student Health Services & Requirements (DELETE)*
- 16.o. Policy JHCC: *Communicable Diseases - Students (DELETE)*
- 16.p. Policy JHCCA: *Students - HIV, HBV or AIDS (DELETE)*
- 16.q. Policy JEA: *Compulsory Attendance*

17. 2nd Reading / Adoption on School Board Policies (action required):

- 17.a. Policy BCBA: *Student Representatives on the Board*
- 17.b. Policy CBG: *Evaluation of Superintendent*
- 17.c. Policy CCG: *Evaluation of Administrators*
- 17.d. Policy EBBB: *Injury or Illness Reports*
- 17.e. Policy JGAB: *Use of Restraint or Seclusion*

18. Informational Only:

- 18.a. Policy DJC-AR: *Exemptions from Competitive Bidding and Special Procurements*
- 18.b. Policy DJCA-AR: *Personal Services Contract (DELETE)*
- 18.c. Policy EBBA-AR: *First Aid - Infection Control (DELETE)*
- 18.d. Policy GBEB-AR: *Communicable Diseases in Schools*
- 18.e. Policy IFCA-AR: *School Site Councils*
- 18.f. Policy JHCC-AR: *Communicable Diseases - Student (DELETE)*
- 18.g. Policy KL/GBM-AR: *Public Complaint Procedure*

- 19. Comments from the Audience about Agenda & Non Agenda Items
- 20. Adjourn the Regular School Board Meeting

North Wasco County School District 21
2024-2025 BOARD ORGANIZATIONAL CHART

Item	Designation
1. Provide time and place for regular school board meetings of the Board of Directors	Thursday as designated on approved calendar – routinely at 6:00 pm – <i>Electronically (via YouTube & Facebook); in-person at The Dalles Middle School in the library or commons or in a designated building / school.</i>
2. Appoint Chief Administrative Officer, District Clerk, and Custodian of Funds (facsimile signature is authorized): ORS 332.515, ORS 328.441, 445	Dr. Carolyn Bernal, Superintendent
3. Appoint Budget Officer, Deputy Clerk and Custodian of Funds (facsimile signature is authorized): ORS 294.331, ORS 328.441, 445	Randy Anderson, Chief Financial Officer
4. Public Contracting Officers (general authority to represent the School Board for public contracting): ORS 332.075	Dr. Carolyn Bernal, Superintendent Randy Anderson, Chief Financial Officer
5. Appoint Food Service Authority	Randy Anderson, Chief Financial Officer
6. Appoint Legal Counsel	Dick, Dick & Corey; The Hungerford Law Firm; Miller Nash; Mersereau, Shannon, LLP; Dunn Carney, LLP; Oregon School Boards Association
7. Appoint Newspaper to be used for all legal notices	Columbia Gorge News
8. Appoint Workers' Compensation Carrier	State Accident Insurance Fund
9. Appoint Insurance Agent of Record	OnCourse Insurance and Risk Management
10. Appoint Responsibility for enforcement of Policy GBA-AR; Affirmative Action Program; Policy GBEC: Drug Free Workplace; and all other Board policies	Dr. Carolyn Bernal, Superintendent Sandra Harris, Director of Human Resources
11. Appoint Auditors and authorize standard form contract. ORS 328.465, 327.137, 297.405	Sensiba, LLP
12. Appoint District Representative, if needed, for IEP Meetings at Oregon School for Deaf & Blind, Early Intervention and District SLC Programs.	Amy Hampton, Student Services Director
13. Set Fidelity Bond Rate(s): ORS 332.525	Dr. Carolyn Bernal, Superintendent (PACE Limit) Randy Anderson, Chief Financial Officer (\$300,000)

14. Authorize Membership	*OSBA; *COSA; *OASE; *AASA; *OASBO; *OSPA; *SHRM; *NAEN; *OACOA; *GFOA; *ASBO; The Dalles Area Chamber of Commerce; TD Sister Cities Association; *OSPRA; *NSPRA; The Lions Club; Kiwanis Club; Rotary Club
15. Authorize loans from the General Fund to Special Project Funds for the purposes of paying operating expenses until grant and contract funds can be collected and the General fund repaid. ORS 294.468	Dr. Carolyn Bernal, Superintendent Randy Anderson, Chief Financial Officer
16. Designate Financial Institutions of Deposit ORS 328.441, 294.805 - 294.895	Oregon State Treasury, Local Government Investment Pool; U.S. Bank; Bank of America; Bank of the West; Washington Federal; Columbia State Bank, BMO, and Wells Fargo
17. Designate Confidential Employees	Cindy Miller, Executive Assistant to Superintendent & Board Becky Beeks, Executive Assistant to the Human Resources Director Jessica Reyes, Accounting Specialist Olivia Murillo, Senior Accounting Specialist Nancy Lathrop, Senior Accounting Specialist Nicolette Hage, Accounting Specialist
18. Authorize purchases from Oregon Department of Administrative Services Procurement Division and federal property disposal.	Dr. Carolyn Bernal, Superintendent Randy Anderson, Chief Financial Officer
19. Designate distribution of Board Agenda	Board of Directors, Board Secretary, OEA Representative(s), Columbia Gorge News, Columbia Community Connections, KACI, KIHR, KODL, District Website, Columbia Gorge ESD
20. Designate distribution of Board Minutes	Board of Directors, Board Secretary, District Website (approved)
21. Designate Local Public Contract Review Board. ORS 279A.060	North Wasco County School District 21 Board of Directors
22. Designate Signature Authorization ORS 328.441, 328.445	<u>Two Signatures – one may be an official facsimile:</u> Dr. Carolyn Bernal, Superintendent; Randy Anderson, Chief Financial Officer; Olivia Murillo, Senior Accounting Specialist; Nancy Lathrop, Senior Accounting Specialist; and Board Chair.
23. Designate Signature authorization for Federal, State & Local Grant Applications and Acceptance of Funds	Dr. Carolyn Bernal, Superintendent Randy Anderson, Chief Financial Officer
24. Designate Signature Authorization for Safe Deposit box	Dr. Carolyn Bernal, Superintendent
25. Designate Approved Alternative Schools	Columbia Gorge Community College (GED and High School Equivalent Degree as outlined in OAR 581-22-317); The Next Door, Inc.; Innovations Academy
26. Authorize expenditure in the year of receipt of grants, gifts, bequests and devises in trust for specific purposes. ORS 294.338(2)	Dr. Carolyn Bernal, Superintendent Randy Anderson, Chief Financial Officer
27. Authorize expenditure of refunds received when purchased items are returned after an expenditure has been made. ORS 294.338(9)	Dr. Carolyn Bernal, Superintendent Randy Anderson, Chief Financial Officer

<p>28. Authorize limited investments of funds in the investment pool by the Superintendent and Chief Financial Officer. ORS 294.810 and 294.815</p>	<p>Dr. Carolyn Bernal, Superintendent Randy Anderson, Chief Financial Officer</p>
<p>29. As per District policy DLC: Mileage reimbursement for approved District travel using a privately owned vehicle shall be calculated at the current allowance established by the IRS.</p> <p>Per diem rates for approved meals and lodging when traveling on District business will be at the federal rate set by the U.S. General Services Administration.</p>	<p>Board of Directors</p>
<p>30. Integrated Pest Management Coordinator. ORS 634.700 – 634.750</p>	<p>Dan Ezelle, Facilities Director, or designee</p>

- *OSBA – Oregon School Boards Association
- *COSA – Coalition of School Administrators
- *OASE – Oregon Association of School Executives
- *AASA – American Association of School Administrators / School Superintendents Association
- *OASBO – Oregon Association of School Business Officials
- *OSPA – Oregon School Personnel Association
- *SHRM – Society for Human Resources Management
- *NAEN – North American Association of Education Negotiators
- *OACOA – Oregon Association of Central Office Administrators
- *GFOA - Government Finance Officers Association
- *ASBO - Association of School Business Officials
- *OSPRA – Oregon School Public Relations Association
- *NSPRA – National School Public Relations Association

North Wasco County School District

Human Resource Office • Sandra Harris - Director
3632 West 10th Street • The Dalles, Oregon 97058 • (541) 506-3420

PERSONNEL CHANGES AND VACANCIES

School Board Meeting – July 25, 2024

Current as of -July 16, 2024

Reference ORS 332.505 (2b) A District Board may employ personnel, including teachers and administrators, necessary to carry out the duties and powers of the board and fix the duties, terms and conditions of employment and the compensation.

Licensed Staff – New Hires

NAME	POSITION	BUILDING	COMMENTS
Theresa Schugt	Grade 1 Teacher (Temp 24'-25')	CWE	Begins August 26, 2024
Maria Bustos Ramos	Grade 3 Teacher	CES	Begins August 26, 2024
Kristi Sturgeon	PE Teacher	TDMS	Begins August 26, 2024
Taylor Cofer	Science Teacher	TDHS	Begins August 26, 2024
Jocelyn Paris	TLC Teacher	CES	Begins August 26, 2024
Justine Fish	Grade 4 Teacher	CES	Begins August 26, 2024
Rebekah Campbell	Grade 2 Teacher	CES	Begins August 26, 2024
Jared Burrow	TOSA-School Culture and Climate	DHE	Begins August 26, 2024
Katherine Kramer	Grade 1 Teacher	DHE	Begins August 26, 2024
Jessie Kerslake	SLC Teacher	CES	Begins August 26, 2024

Licensed Staff – Internal Transfer and or Hires

NAME	CURRENT BUILDING AND ASSIGNMENT	NEW BUILDING AND ASSIGNMENT
Kirky Stutzman	CES/5 th Grade Teacher (Temporary)	CES/TOSA-School Culture and Climate
Erika Doring	IA/Elective Teacher (Temporary)	IA/Electives Teacher
Abigail Timmons	CWE/1 st Grade	CWE/ TOSA-School Culture and Climate
Alexander Kramer	TDMS/ELA Teacher	TDHS/ELA Teacher
Kathy Mahn	SPED Teacher/Mosier (Retired)	SPED Teacher/Mosier (Rehired)
Jacqueline Carter	Special Ed Teacher/TDMS (Temporary)	Special Ed Teacher/TDMS

Licensed Staff – Resignation/Retirements/Separation of Employment

NAME	POSITION	BUILDING	COMMENTS
Kathy Mahn	SPED Teacher	Mosier	Retiring June 30, 2024
Mary Jo Commerford	LA/SS Teacher	TDHS	Retiring June 30, 2024
Sabrina Nemec	SS Teacher	TDMS	Resigning June 11, 2024
Alexander Kramer	ELA Teacher	TDMS	Resigning June 25, 2024
Michael Miller	Online Teacher	IA	Resigning June 28, 2024
Kevin Ramsey	Grade 5 Teacher	DHE	Resigning June 30, 2024
Will Caviness	Music Teacher	DHE	Resigning July 9, 2024
Shudhi Datta	Math Teacher	TDHS	Resigning July 18, 2024

Licensed Staff– Request for Leave of Absence

NAME	POSITION	BUILDING	COMMENTS
Mackenzie Allen	Grade 4 Teacher	DHE	Requesting Leave of Absence for the 24'-25' school year

Administrative Staff – New Hires

NAME	POSITION	BUILDING	COMMENTS
Kevin Ramsey	Assistant Principal	DHE	Begins July 1, 2024
Sherri Kilgore	Principal	TDMS	Begins July 15, 2024
Shudhi Datta	Assistant Principal	TDMS	Begins July 22, 2024

Administrative Staff – Internal Transfer and or Hires

NAME	CURRENT BUILDING AND ASSIGNMENT	NEW BUILDING AND ASSIGNMENT
N/A		

Administrative Staff – Resignation/Retirements/Separation of Employment

NAME	POSITION	BUILDING	COMMENTS
N/A			

Administrative Staff– Request for Leave of Absence

NAME	POSITION	BUILDING	COMMENTS
N/A			

Please Note: The following information regarding ESP employment is presented to the Board for purposes of (Information Only) and requires no action.

ESP Staff – New Hires – No Action Required

NAME	POSITION	BUILDING	COMMENTS
Deidra Marx	Ed Asst IV-SELA	DHE	Begins August 26, 2024
Avriel Karseboom	SLPA	DW	Begins August 26, 2024
Toni Whatley	Secretary V- Facilities/Transportation	Facilities	Begins July 8, 2024
Blanca Morales	SELA-TLC	CES	Begins August 26, 2024

ESP Staff –Transfers and Internal Hires – No Action Required

NAME	CURRENT BUILDING AND ASSIGNMENT	NEW BUILDING AND ASSIGNMENT
N/A		

ESP Staff – Request for Leave of Absence – No Action Required

NAME	POSITION	BUILDING	COMMENTS
N/A			

ESP Staff – Resignation/Retirements/Separation of Employment – No Action Required

NAME	POSITION	BUILDING	COMMENTS
Loren Harwood	District Courier	Maintenance	Resigning September 13, 2024
Paula Fairclo	Ed Asst IV-SPED	Transition 21	Resigning July 4, 2024
Lisa Harris	Ed Asst IV-SELA	CWE	Resigning July 9, 2024

Confidential Staff – New Hires – No Action Required

NAME	POSITION	BUILDING	COMMENTS
N/A			

Confidential Staff – Internal Transfer and Hires

NAME	CURRENT BUILDING AND ASSIGNMENT	NEW BUILDING AND ASSIGNMENT
Jessica Reyes	DO/HR Support Assistant	DO-Payroll Specialist

Confidential Staff – Resignation/Retirements/Separation of Employment – No Action Required

NAME	POSITION	BUILDING	COMMENTS
N/A			

Coaching Staff – New Hires – No Action Required

NAME	POSITION	BUILDING	COMMENTS
Ben Larsen	Head Track Coach	TDMS	Begins April 1, 2025
Jordan Rowland	Asst Boys Basketball Coach	TDHS	Begins November 18, 2024
Shawna Taylor	Head Cross Country Coach	TDMS	Begins August 19, 2024
Katelyn Vassar	Asst Cheer Coach	TDHS	Begins August 19, 2024
Ronni Orton-Blodgett	Head Coach Girls Basketball	TDMS	Begins January 6, 2025

Coaching Staff – Resignations/Separation of Employment – No Action Required

NAME	POSITION	BUILDING	COMMENTS
N/A			

Advertised Vacancies

Position	HRS/FTE	Building	Close Date	Comments
Educational Asst IV-SELA	7.5 Hrs	CES	Open Until Filled	Advertised
Ed Assistant II-DLI Program	7.5 Hrs	CES	Open Until Filled	Advertised
Media Asst-Part Time	3.75 Hrs	CES	Open Until Filled	Advertised
Educational Asst IV-SELA	7.5 Hrs	CWE	Open Until Filled	Advertised
Secretary III	8 Hrs	DO	Open Until Filled	Advertised
Ed Asst IV-SPED-Multiple Positions	7.5 Hrs	District Wide	Open Until Filled	Advertised
Special Ed Teacher Pool	8 Hrs	District Wide	Open Until Filled	Advertised
Physical Therapist	8 Hrs	District Wide	Open Until Filled	Advertised
Speech Pathologist	8 Hrs	DHE	Open Until Filled	Advertised
Music Teacher 24-25 SY	8 Hrs	DHE	Open Until Filled	Advertised
SS, Science, PE Virtual Teacher 24-25 SY	8 Hrs	IA	Open Until Filled	Advertised
District Courier-Maintenance II	8 Hrs	Operations	Open Until Filled	Advertised
Assistant Girls Basketball Coach	Seasonal	TDHS	Open Until Filled	Advertised
JV Girls Soccer Coach	Seasonal	TDHS	Open Until Filled	Advertised
Assistant Football Coach 24-25 SY	Seasonal	TDHS	Open Until Filled	Advertised
Educational Asst I-Duty PT	3.75 Hrs	TDMS	Open Until Filled	Advertised
ELL Assistant II	7.5 Hrs	TDMS	Open Until Filled	Advertised
6 th Grade SS Teacher 24-25 SY	8 Hrs	TDMS	Open Until Filled	Advertised
8 th Grade LA Teacher 24-25 SY	8 Hrs	TDMS	Open Until Filled	Advertised
Head Volleyball Coach 24-25 SY	Seasonal	TDMS	Open Until Filled	Advertised
Head Boys Basketball 7 th and 8 th Gr Coach 24-25 SY	Seasonal	TDMS	Open Until Filled	Advertised
Head Girls Basketball 7 th and 8 th Gr Coach 24-25 SY	Seasonal	TDMS	Open Until Filled	Advertised
Assistant Volleyball Coach 24-25 SY	Seasonal	TDMS	Open Until Filled	Advertised
Assistant Football Coach 24-25 SY	Seasonal	TDMS	Open Until Filled	Advertised
Assistant Boys Basketball Coach 24-25 SY	Seasonal	TDMS	Open Until Filled	Advertised
Assistant Cross Country Coach 24-25 SY	Seasonal	TDMS	Open Until Filled	Advertised
Assistant Girls Basketball Coach 24-25 SY	Seasonal	TDMS	Open Until Filled	Advertised
Assistant Track Coach 24-25 SY	Seasonal	TDMS	Open Until Filled	Advertised
Bus Monitor/Aide	6 Hrs	Transportation	Open Until Filled	Advertised
Bus Driver-Regular Route	6 Hrs	Transportation	Open Until Filled	Advertised
Substitute Bus Driver (Pool)	Substitute	Transportation	Open Until Filled	Advertised



2024-2025 School Board Meeting Calendar
for
North Wasco County School District 21
(Proposed June 20th, 2024)

Thursday, July 25th, 2024 – Regular Meeting
Friday, July 26th, 2024 – Board Retreat

Thursday, August 22nd, 2024 - Regular Meeting

Thursday, September 26th, 2024 - Regular Meeting

Thursday, October 10th, 2024 – Work Session (*beginning of the year data review*)

Thursday, October 24th, 2024 - Regular Meeting

Thursday, November 21st, 2024 - Regular Meeting

Thursday, December 19th, 2024 - Regular Meeting

Thursday, January 23rd, 2025 - Regular Meeting

Thursday, February 13th, 2025 – Work Session (*Mental Health, Intensive Program, Integrated Guidance, School Systems Review*)

Thursday, February 27th, 2025 - Regular Meeting

Thursday, March 20th, 2025 - Regular Meeting

Thursday, April 10th, 2025 – Work Session (*Trimester 1 & 2 data review, LPGT's progress*)

Thursday, April 24th, 2025 - Regular Meeting

Thursday, May 8th, 2025 - Work Session

Thursday, May 22nd, 2025 - Regular Meeting

Thursday, June 26th, 2025 (***Budget Hearing & Regular Meeting***)

Dr. Judy Richardson – LPC Committee Report:

As your Legislative Policy Committee representative, I wanted to share an important update with you on school funding. In the 2025 legislative session, OSBA's highest priority is securing the funding and resources our schools need as the state crafts its budget for the next two years.

Over many years, securing the funding and resources schools need has been a challenge due to a Current Service Level (CSL) process for the State School Fund that does not accurately reflect district costs. In partnership with the Governor and other education association partners, OSBA was able to make headway in getting that initial Current Service Level calculation in a more accurate place. You can read more about that work and the changes in this article published on OSBA's website: [Kotek proposes adding \\$515 million to school funding calculations - osba.org](#)

This is great news for anyone who cares about strong Oregon schools. The announcement is just a starting point, and it's going to take all of us advocating for school funding with legislators and community leaders. More to come.

Thank you for your service to Oregon's students.



The Link Public Transit

Jesus Mendoza, The Link Operations Manager

Sara Crook, MCEDD Travel Trainer

Prepared for North Wasco County School District Board July 25, 2024

High School Student Programs

New: Gorge Transit Pass Program!



THE LINK
PUBLIC TRANSIT

Would you like a

FREE RIDE

Take the **LINK** Bus!



High School Students Ride for FREE!

All High School students in The Dalles can ride for free, whether it is for school or entertainment.



Meet our drivers at our fixed route locations or call and schedule a ride.

You must present your current Student ID.

PHONE: 541-3296-7595
www.mcedd.org/link/



Scan the QR Code for our fixed routes schedules!



THE LINK
PUBLIC TRANSIT

Would you like a

GORGE TRANSIT PASS

Use the Link Bus and the Regional Transit System



Request a Gorge Pass

Ride for FREE!

All High School students in The Dalles can ride for free, whether it is for school or entertainment.



Gorge Transit Pass



WASHINGTON

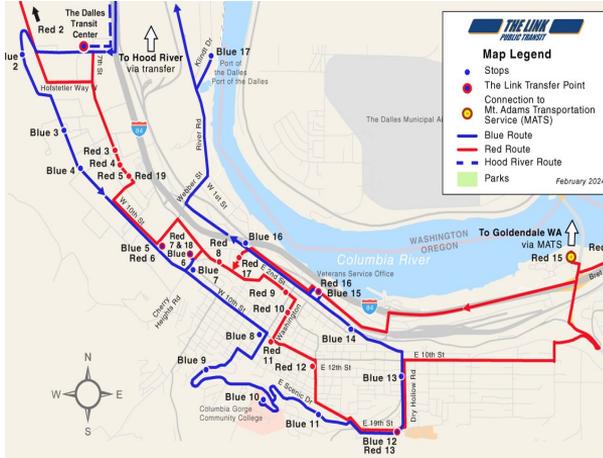
OREGON

- Bus Stops
- Transfer Points
- CAF
- CAF Seasonal Route
- Mount Adams Transportation Service
- Stamaine County Transit
- The Link



Scan the QR Code for our routes schedules!

The Link's Fixed Route Services



The Link City Routes Monday-Friday



The Link City Route Saturday



The Dalles to Hood River Service



Gorge Transit

www.GorgeTransit.com

WASHINGTON



OREGON

- Bus Stops
- ★ Transfer Points
- CAT
- - - CAT Seasonal Route
- Mount Adams Transportation Service
- Skamania County Transit
- The Link



Stevenson

White Salmon

Bingen

Goldendale

Cascade Locks

Hood River

Mosier

The Dalles

Travel Training helps community members learn how to use public transit independently

- **Trip Planning:** Helping riders plan a trip using public transit
- **Group transit trips:** Group trips are designed to help people feel comfortable with the transit system in a social, relaxed environment.
- **One-on-one travel training:** Personalized, hands-on experience using our regional transit system.
- **Train the Trainer/Support for educators:** Technical assistance and support for those providing transit training in the workplace or classroom.
- **Mobility Device Orientation:** Personalized training on how to use mobility devices on public transit vehicles.



Sara Crook, Travel Trainer Wasco & Hood River counties



Eve Elderwell, Travel Trainer Klickitat & Skamania counties

Public Transit Benefits for Students

Enhance Students' Educational Experiences

- Broadened Horizons
- Access to Resources

Independence and Responsibility

- Time Management
- Navigational Skills

Reduce Absenteeism

- Reliable Transportation
- Consistent Schedules

Support Participation in After-School Activities

- The Link Fixed Route 7pm





Classroom Curriculum: Gorge Transit Basics

Purpose: Give students the tools to ride the Gorge Transit network independently

Education Goals

- Identify Gorge Transit public transit providers
- Trip planning
- Bus Safety

Activities

Hands on activities are based on grade level.

Activities include trip planning, schedule reading and route finding.

Ways in which schools can collaborate with The Link to maximize the benefits for students.

- Dedicated Contact Person
- Staff Presentations “Train the Trainer”
- Participation in School Events
- Transportation education



Thank you! Questions?



English Learners in Oregon

Annual Report 2022-23

June 2024



OREGON
DEPARTMENT OF
EDUCATION

Oregon achieves . . . together!

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Acknowledgements

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Office of Teaching, Learning, and Assessment

Jennifer Patterson, Assistant Superintendent
Mary Martinez-Wenzl, Director
Reza Norouzian, Research Analyst
Kim Miller, Education Program Specialist

Office of Equity, Diversity, and Inclusion

Deb Lange, Assistant Superintendent
Kelly Kalkofen, Education Program Specialist
Mirela Blekic, Education Program Specialist
Mariana Praschnik-Enriquez, Education Program Specialist
Ana Salas, Executive Support Specialist
Susy Mekarski, Education Program Specialist

Office of Finance and Information Technology

Kai Turner, Assistant Superintendent
Lauren Holstein, Business Analyst

Office of Research, Assessment, Data, Accountability, and Reporting

Dan Farley, Assistant Superintendent
Jon Wiens, Director
Andrea Lockard, Director
Ben Wolcott, Education Program Specialist
W. Joshua Rew, Psychometrician
Greg Houser, Research Analyst
Evan Fuller, Research Analyst
Stephanie Evers, Research Analyst

Executive Summary

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

Definitions

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

The ODE annually reports four groups of English learners: current, former, ever, and never English learners. Current English learners are multilingual students who were learning English in an ELD program during the 2022-23 school year¹. Former English learners are multilingual students who demonstrated English proficiency and exited an ELD program prior to the 2022-23 school year. Ever English learners are the combination of both current and former English learners. Finally, never English learners are monolingual English or multilingual students who were not eligible to receive English language instruction, supports, and services in an ELD program before or during the 2022-23 school year.

Nearly 100,000 students in Oregon are current or former English learners.

As of May 1, 2023, 545,609 students enrolled in Oregon public schools and districts. Among those students, 10.9 percent were current English learners (59,263 students), 7.5 percent were former English learners (40,912 students), and 81.6 percent were never English learners (445,434 students). Both current and former English learners (i.e., ever English learners constituting 18.4 percent of students) were an incredibly diverse student population in 2022-23.

The distribution of current English learners varied across grade levels and districts in Oregon during the 2022-23 school year. Woodburn School district served the highest percentage of current English learners, with 41.9 percent of students learning English in an ELD program as of May 1, 2023. On the other hand, 67.9 percent of Oregon districts either had no current English learners or very few (i.e., less than 5 percent of all students).

Other key features of the English learner student population in the 2022-23 school year include the following:

- The majority of current English learners were in elementary grades (59.2 percent), while the majority of former English learners were in high school grades (55.6 percent).

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

- The number of recently arrived current English learners (i.e., new immigrant students) increased from 4,145 in 2021-22 to 4,851 students in 2022-23.
- Spanish was the predominant home language of current English learners (76 percent), but overall, there were 222 documented unique home languages (an increase of 23 languages from 2021-22) spoken by current English learners. Other prevalent languages include Russian, Chinese, Vietnamese, Arabic, Chuukese, and Ukrainian; each being the home language of about 2 percent of current English learners.
- Approximately 77 percent of current English learners were Latino/a/x, and 32.7 percent of Latino/a/x students were current English learners. A similar percentage of Native Hawaiian/Pacific Islander students (32.6 percent) were current English learners.

English learners are overrepresented in special education and underrepresented in TAG programs.

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

Key findings include the following:

- A higher percentage of both current and former English learners were eligible for free or reduced price meals as compared to students who were never English Learners (88.4 and 79.8 percent vs. 59 percent).
- A higher percentage of current English learners received special education services and supports as compared to never English learners (19.7 vs. 16.1 percent); however, ever English learners and never English learners had comparable percentages of students receiving special education services and supports (14.3 vs. 16.1 percent).
- Almost 10.5 percent of current English learners received services in migrant education programs (i.e., 6,232 students). Additionally, 57.5 percent of the students in migrant education programs were current English Learners.
- While across Oregon 7.0 percent of never English learners participated in TAG programs, this figure was 5.7 percent for former English learners and just 0.5 percent for current English learners.

Younger English learners are more likely to be on track to English Language Proficiency than their older peers.

Oregon monitors whether or not current English learners are on-track to attain English language proficiency within seven years. More than half of current English learners (58.8 percent) in elementary school grades were on track. In contrast, current English learners in middle or high school grades as well as current English learners with disabilities were much less likely to be on track.

Very few current English learners are meeting state standards in English Language Arts and Mathematics.

A substantially smaller percentage of current English learners in elementary schools (6.6 percent) versus former (54.6 percent) and never English learners (47.8 percent) met or exceeded state standards in English Language Arts in 2022-23. A similar trend is observed at middle and high schools.

Similarly, a substantially smaller percentage of current English learners in elementary schools (7.1 percent) versus former (44.3 percent) and never English learners (40.0 percent) met or exceeded state standards in mathematics in 2022-23. A similar trend is observed at middle and high schools.

Attendance rates are lower among current ELs, particularly in high school.

Former and never English learners have the highest levels of regular attendance (75.2 and 64.9 percent) in elementary school grades. Current English learners have rates of regular attendance substantially lower in elementary (58.3 percent), middle (56.2 percent), and high school (44.0 percent) grades. Regular attendance rates decline for current, former, and never English learners in middle and high school grades.

Current English learners are more likely to graduate with a modified diploma.

Former English learners graduated at rates better than never English learners (87.6 vs. 81.5 percent) in 2022-23; however, substantially fewer current English learners graduated in four years (68.1 percent). Moreover, current English learners that graduated in four years were over 2.8 times more likely to receive a modified rather than a regular diploma compared to that for never English learners. This ratio was only slightly smaller (2.5 times) for the cohorts that graduated in five years.

Students designated as English learners in high school are less likely to go to college than their peers.

Post-secondary enrollment rates for former English learners were comparable to those of never English learners; in both cases, about 55 percent of high school graduates enroll in college within 16 months of graduation. On the other hand, current English learners were less likely to enroll in post-secondary education institutions. Over 39 percent of current English learners went on to college within 16 months of high school graduation.

District revenues and expenditures

As in reports from previous years, this report summarizes the ratio of total current English learner expenditures to revenues districts receive for these students. In 2022-23, this ratio is 0.87, which is only slightly higher than 0.86 for 2021-22.

Introduction

In 2022-23, students who received English language instruction, supports, and services in an English language development (ELD) program as well as students who exited the ELD program prior to the 2022-23 school year made up 18.4 percent of all students in Oregon public schools and districts (as of the first school day in May 2023). They form a vital part of our student communities and bring a variety of cultural and linguistic assets that enrich our schools and districts. This report describes this diverse population of students, examines their academic progress and achievement, and summarizes information about key aspects of the education they receive in our state.

Why this report?

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

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

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

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

Each annual report looks back at the prior school year, which for this year is the 2022-23 school year. This report will be available on the ODE website, submitted to House and Senate Education Committees, and provided to district school boards. State law requires the report to be available to the public at each district's main office and on district websites.

Definitions

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

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

2022-23 school year². Former English learners are multilingual students who demonstrated English proficiency and exited an ELD program prior to the 2022-23 school year. Ever English learners are the combination of both current and former English learners. Finally, never English learners are monolingual or multilingual students who were not eligible to receive English language instruction, supports, and services in an ELD program before or during the 2022-23 school year.

Structure of this report

This report consists of five sections:

Section 1: Demographics of English Learners

Section 2: Participation in Targeted Programs

Section 3: Language Development and Academic Achievement

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

Section 5: State Revenues and Expenditures for English Learners

Several aspects of this year's report differ from the reports the ODE issued in previous years. For example, where appropriate, this report provides comparisons to never English learners (i.e., students not eligible to receive services from an ELD program). Furthermore, in addition to describing statewide patterns, in some cases the report indicates which districts serve high percentages of certain types of students (e.g., students participating in migrant education programs). Finally, like last year, this year's report provides data insights into Student Academic Outcomes in English Language Arts and Mathematics that were not available during the period impacted by the COVID-19 pandemic.

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

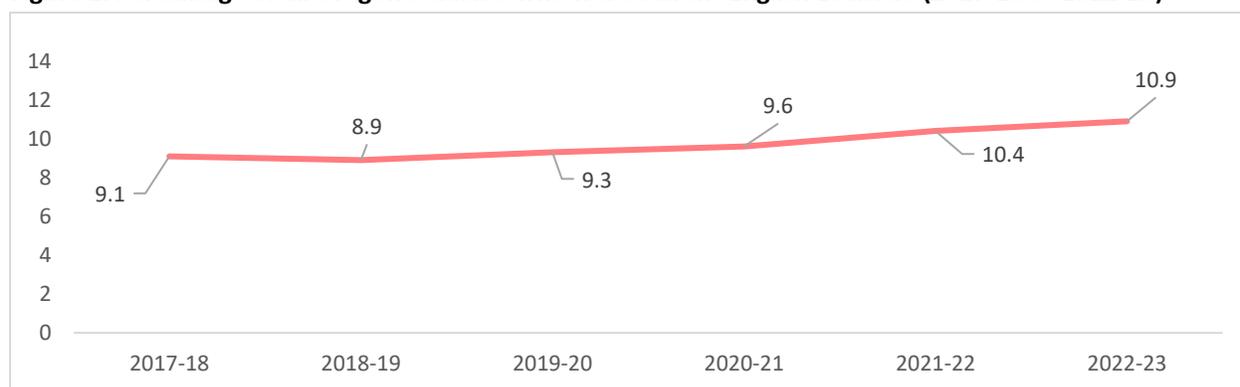
Section 1: Demographics of English Learners in Oregon in 2022-23

Almost one in five Oregon students has been designated as an English learner. As of the first school day in May 2023, 545,609 students enrolled in Oregon public schools and districts. Among those students, 10.9 percent were current English learners (59,263 students), 7.5 percent were former English learners (40,912 students), and 81.6 percent were never English learners (445,434 students). Both current and former English learners were an incredibly diverse student population in 2022-23 (representing 18.4 percent of all students). These students brought a rich linguistic and cultural heritage to their classrooms, schools, and communities. This section summarizes the demographics of Oregon’s English learner population, considering grade levels, interruptions in formal education among newcomer immigrant students, and racial, ethnic, and linguistic diversity.

Current and Former English Learners

Current English Learners are multilingual students who are learning English in an ELD program during the school year³. They receive English language instruction, supports, and services because they are to help them become proficient in English. The reason for the lack of English proficiency is because English is not their native language, or they come from an environment where a language other than English has had a significant impact on their English proficiency. Identification of English learners is done using a Language Use Survey (LUS) as well as an English Language Proficiency Assessment (ELPA) screener. As noted earlier, in 2022-23, 59,263 of Oregon’s 545,609 K-12 students, or 10.9 percent, were current English learners⁴ (see figure 1).

Figure 1. Percentage of all Oregon students who were current English Learners (2017-18 to 2022-23)



A smaller number of students in 2022-23 (40,912 or 7.5 percent) were former English learners. Former English learners are multilingual students who demonstrated English proficiency and exited an ELD program prior to the 2022-23 school year. Research does suggest, however, that former English learners may still need support to develop high levels of proficiency in academic English (i.e., the language students need in order to be successful in school; see de Jong 2004; Flores, Batalova & Fix, 2012). Given its importance, during its

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

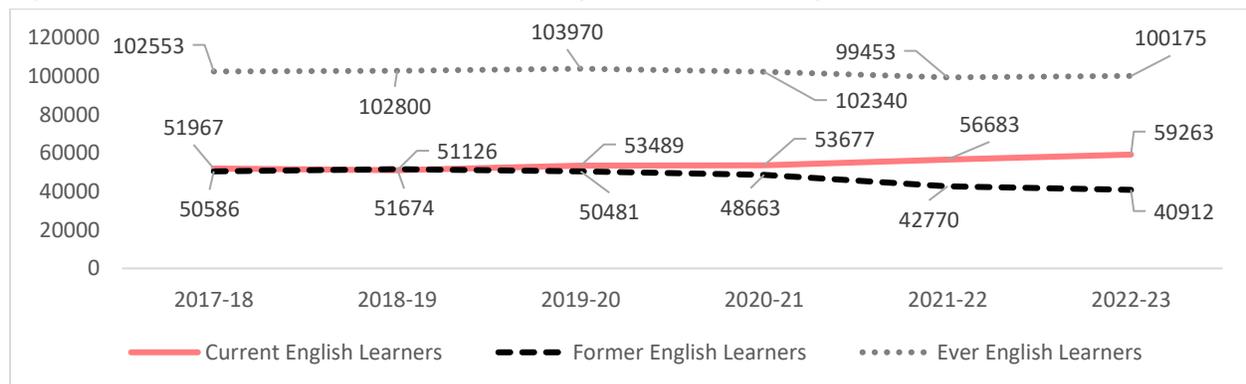
⁴ The data for this portion of the report relies on student enrollments as of the first school day in May 2023.

monitoring process, ODE reviews the ways in which the districts monitor the progress of former English learners and provides them with feedback to enhance the districts’ ability to support former English learners continued progress.

Comparisons between current, former, ever, and never English learners are useful to understand the experiences and outcomes of English learners over time, and to counter misperceptions about English learner achievement. Current English Learners tend to perform at lower levels while still developing English, particularly on assessments of content knowledge that are administered in English, which can negatively impact their performance. However, once current English learners attain English language proficiency, they often perform academically at significantly higher levels than their peers, including monolingual English speakers indicating the value of bilingualism (Thompson, Umansky, & Rew, 2022; Hopkins, Thompson, Linquanti, Hakuta, & August, 2013).

Oregon has had a largely stable population of about 100,000 English learners (former and current) over the past several years. Figure 2 shows the change in the count of current, former, and ever English learners in Oregon over the last six school years. In general, it displays a slightly fluctuating population of ever English learners in Oregon, starting at 102,553 in 2017-18 and, after increasing and declining for a couple years, reaching 100,175 students in 2022-23.

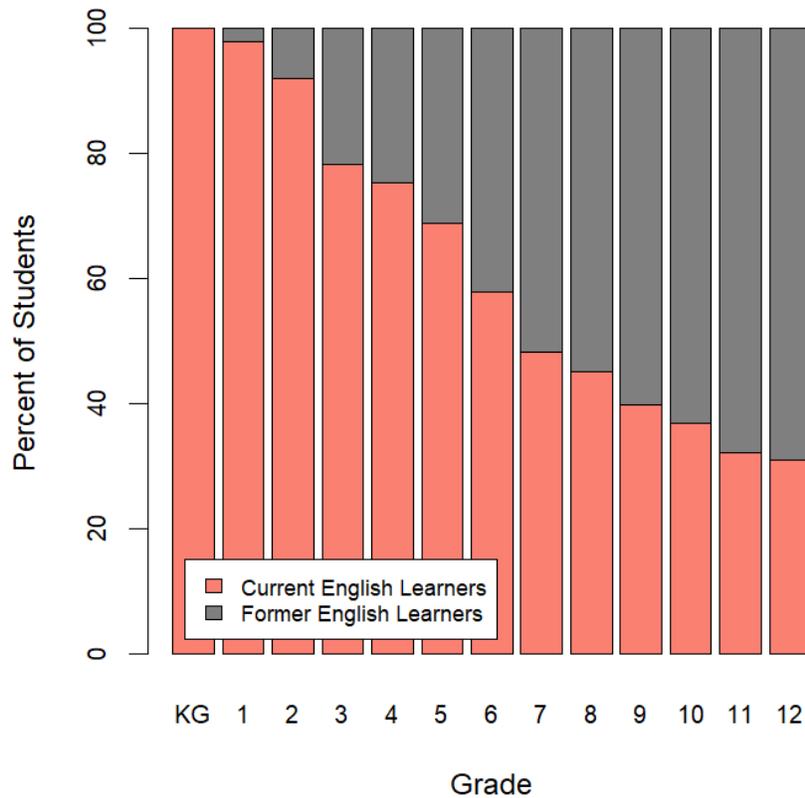
Figure 2. Number of current, former, and ever English Learners in Oregon (2017-18 to 2022-23)



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

Although there were current English learners at every grade level, approximately two-thirds (59.2%) were in kindergarten through fifth grade. Far fewer current English learners were in middle school (grades 6-8; 20.1 percent) or in high school (grades 9-12; 20.6 percent). Figure 3 shows the percent of current and former English learners by grade in 2022-23. As the grade level increases from kindergarten to twelfth grade, the percent of current English learners decreases as they attain English proficiency and exit their ELD programs (subsequently, this results in an increase of former English learners). For example, across the elementary grades, the percentage of elementary students who are current English learners ranges from 68.8 percent to 100 percent, while in the secondary grades it ranges from 45.0 percent to 57.7 percent, and in high school it ranges from 30.9 percent to 39.7 percent.

Figure 3. Comparison of the percentage of current and former English learners by grade in 2022-23



English Learner enrollment varied across Oregon districts.

Oregon has 197 school districts. In 2022-23, 153 districts provided English language instruction, supports, and services to current English learners. Over 80 districts participated in Title III funds in a consortium as these districts had fewer than 77 identified English learners and therefore did not generate the federally required \$10,000 minimum Title III sub-grant. These districts with small EL populations may experience challenges with the students being enrolled across several grade levels, may have different English language proficiency levels, or may have limited ELD teachers. The remaining districts in Oregon (n = 44) did not have any enrolled English learners.

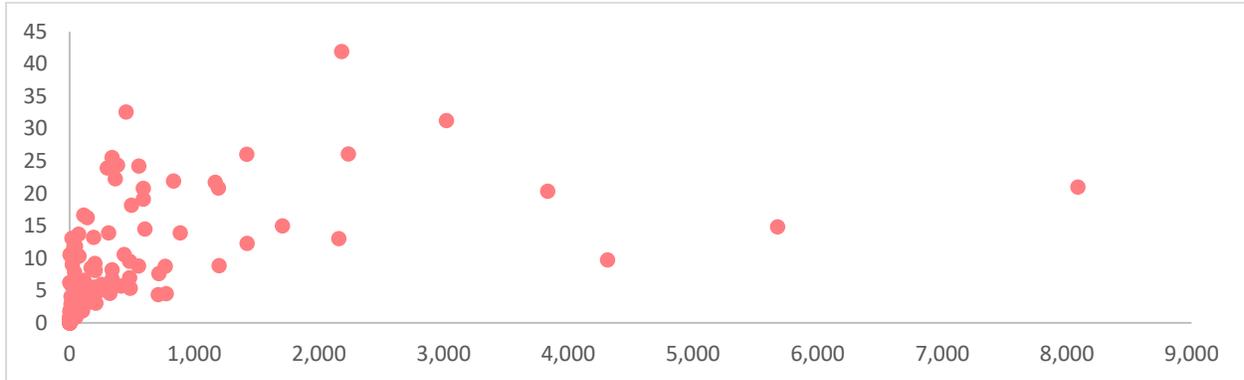
Figure 4 shows the distribution of current English learners across Oregon districts in 2022-23. There were eight districts with more than 2,000 current English learners. Thus, in 2022-23, districts differed in terms of both the number of current English learners and/or the percentage of their student population who received English language instruction, supports, and services.

Statewide, about a quarter of Oregon districts (n = 51) provided English language instruction, supports, and services to between 1 and 19 current English learners. This suggests these districts have too few current English learners to be independently eligible for Federal Title III subgrant. However, such districts can always form or join a consortium of districts to become eligible for the improvement efforts under state and federal accountability initiatives.

English Learners in Oregon

A sizable proportion of Oregon districts did not have any current English learner enrollments in 2022-23. The 44 districts not currently serving English learners tended to be small in overall population (median 122 students).

Figure 4. Comparison of the number and percentage of current English learners by district in 2022-23



This variation across districts is also evident in table 1, which shows the ten districts with the highest numbers of current English learners.

Table 1. Districts with the highest number of current English learners in 2022-23.

District Name	Number of Current English Learners
Salem-Keizer SD 24J	8,088
Beaverton SD 48J	5,680
Portland SD 1J	4,314
Hillsboro SD 1J	3,836
Reynolds SD 7	3,023
David Douglas SD 40	2,236
Woodburn SD 103	2,182
North Clackamas SD 12	2,160
Gresham-Barlow SD 10J	1,707
Tigard-Tualatin SD 23J	1,423

In addition, table 2 shows the ten districts with the highest percentage of current English learners. Note that some districts (ex. Woodburn SD 103) appear on both lists. This means that not only do these districts rank high on the number of current English Learners in the state, but their current English learners also make up a notable portion of their own overall student population.

Table 2. Districts with the highest percentage of current English learners in 2022-23.

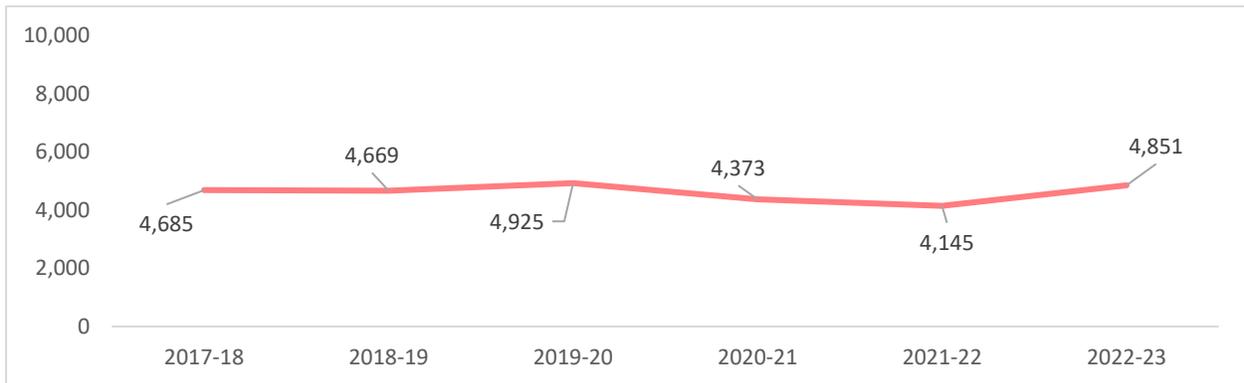
District Name	Percentage of Current English Learners
Woodburn SD 103	41.9%
Umatilla SD 6R	32.6%
Reynolds SD 7	31.3%
Centennial SD 28J	26.1%
David Douglas SD 40	26.1%
Nyssa SD 26	25.6%
Milton-Freewater Unified SD 7	24.4%
Morrow SD 1	24.2%
Gervais SD 1	23.9%
North Marion SD 15	22.3%

The number of recent arrivers increased in 2022-23.

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

In 2022-23, 4,851 current English learners were recent arrivers. This number represents one of the largest counts of recent arrivers over the last six years (see figure 5).

Figure 5. Number of current English learners who were recent arrivers in Oregon (2017-18 to 2022-23).



Most recent arrivers (58.9 percent) were in the elementary grades, while 17.1 percent were in grades 6-8 and 24.0 percent were in high school. Current English learners who are recent arrivers in middle and high school contend with significant challenges, since they must learn the language while also using English-language textbooks and lectures to learn the content of their courses in a variety of subject areas (Short & Fitzsimmons, 2007). Recent arrivers in the secondary grades are known as adolescent newcomers, and districts sometimes design specialized programs to serve their unique language and cultural needs.

Statewide, the total number of current English learners who were adolescent newcomers in 2022-23 was 1,995. Not all districts provided English language instruction, support, and services to adolescent newcomers; however, five Oregon districts with the largest population of such students in 2022-23 are shown in Table 3.

Table 3. Districts with the largest population of adolescent newcomers in 2022-23.

District	Number of Adolescent Newcomers (Recently Arrived Current English Learners in Middle or High School)
Beaverton SD 48J	338
Salem-Keizer SD 24J	240
David Douglas SD 40	194
Reynolds SD 7	124
Gresham-Barlow SD 10J	91

In 2022-23, districts reported 790 current English learners had experienced interruptions in their education.

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

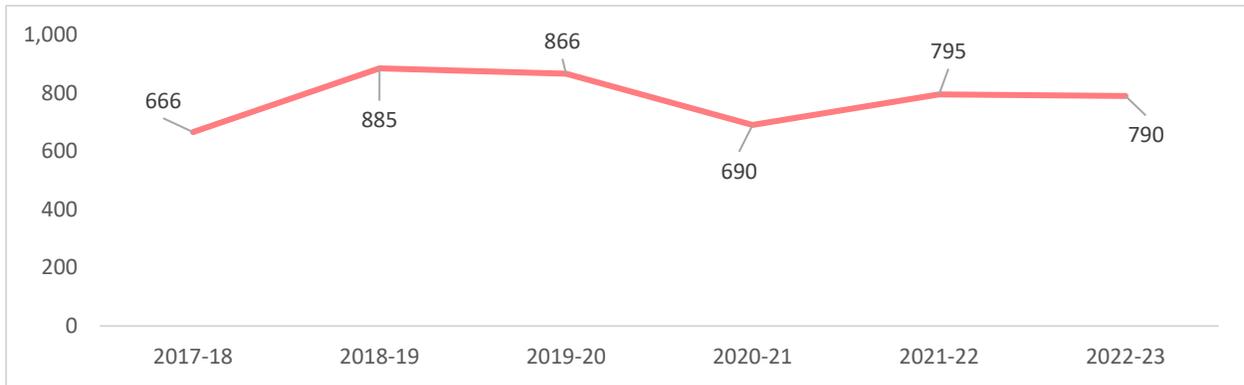
- a. Have at least two fewer years of schooling than their peers of the same age,
- b. Function at least two years below grade level expectations in reading and mathematics, and
- c. Are preliterate in their native language.⁵

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

The ODE began collecting data on the number of students with limited or interrupted formal education in 2015-16. For the 2022-23 school year, districts reported 790 current English learners with limited or interrupted formal education (about 1.3 percent of all current English learners). As figure 6 illustrates, the number of students with limited or interrupted formal education increased from 2016-17 to 2019-20 but decreased in 2020-21 and once again increased in 2021-22 and 2022-23.

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

Figure 6. Number of current English learners with an interrupted formal education (2017-18 to 2022-23).



Most students with limited or interrupted formal education were in high school (62.2 percent). Another 22.7 percent were in the middle school grades (grades 6-8), and only 15.2 percent were in the elementary grades.

In 2022-23, the distribution of current English learners with limited or interrupted formal education was not uniform across Oregon districts. Instead, current English learners with limited or interrupted formal education were, for the most part, concentrated in a few districts. Nine districts in Oregon, identified in table 4, provided English language instruction, supports, and services to at least 20 current English learners with limited or interrupted formal education in 2022-23. These nine districts alone enrolled 83.3 percent of all SLIFE students in Oregon. Note that three of the eight districts serving many adolescent newcomers (see table 3) also enroll a significant number of current English learners with interrupted formal education (i.e., Portland, Beaverton, and Reynolds).

Table 4. Districts serving at least 20 current English learners with interrupted formal education in 2022-23

District	Number of Current English Learners with Limited or Interrupted Formal Education
Hillsboro SD 1J	291
Portland SD 1J	91
Beaverton SD 48J	82
Hermiston SD 8	47
Reynolds SD 7	41
Woodburn SD 103	31
South Lane SD 45J3	28
Morrow SD 1	26
Klamath County SD	21

Current English learners across the state spoke 222 unique home languages.

Statewide, current English learners spoke about 222 different languages at home. By far the most prevalent home language among Oregon current English learners was Spanish, spoken at home by 76.0 percent of all current English learners. The four next most common languages were Russian, Chinese, Vietnamese, and Arabic. Taken together, these top five languages represent 84.0 percent of home languages among current English learners (see Table 5). In recent years, the number of current English learners speaking Somali, Mesoamerican languages, and other languages has been increasing.

English Learners in Oregon

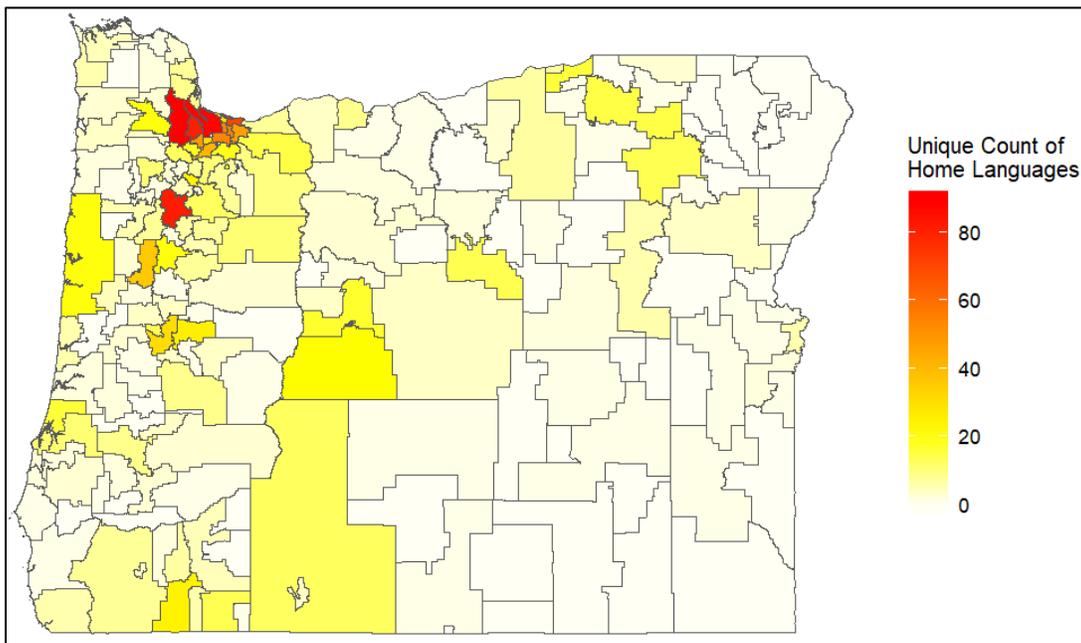
In 2020, ODE expanded the language of origin reporting options to include an additional 384 languages; many of which were Mesoamerican languages such as Mam, Q’anjobal, and K’iche. This was intended to reduce the prevalence of districts reporting an unknown home language. However, in 2022-23, districts reported an unidentified home language (listed as ‘*other languages*’ in Table 5) for 772 English learners, suggesting a need for continued training and support in this area.

Table 5. Most prevalent home languages among current English learners in 2022-23.

Language	Number of Current English Learners with this Language	Percentage of Current English Learners with this Language
Spanish	45,035	76.0%
Russian	1,548	2.6%
Chinese	1,178	2.0%
Vietnamese	1,172	2.0%
Arabic	820	1.4%
Chuukese	782	1.3%
Other languages	772	1.3%
Ukrainian	735	1.2%
Somali	571	1.0%

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

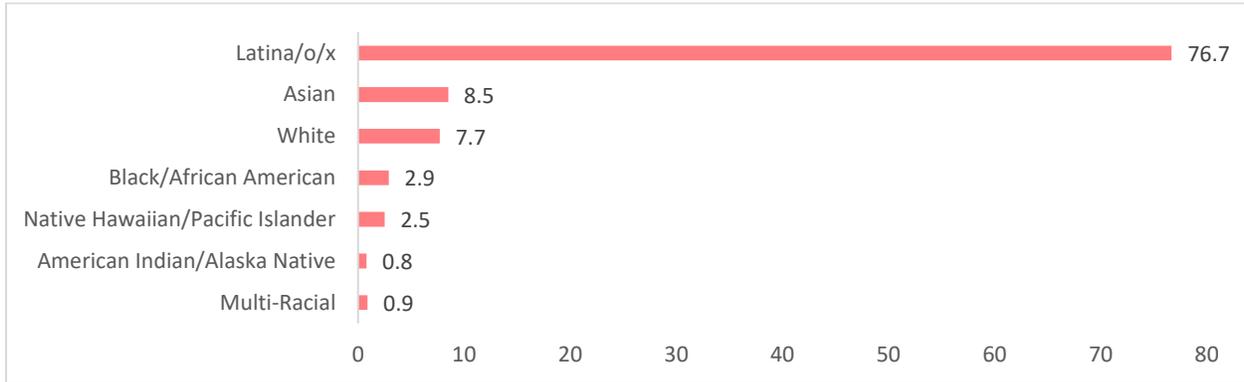
Figure 7. Geographic distribution current English learner home languages across Oregon districts during 2022-23



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

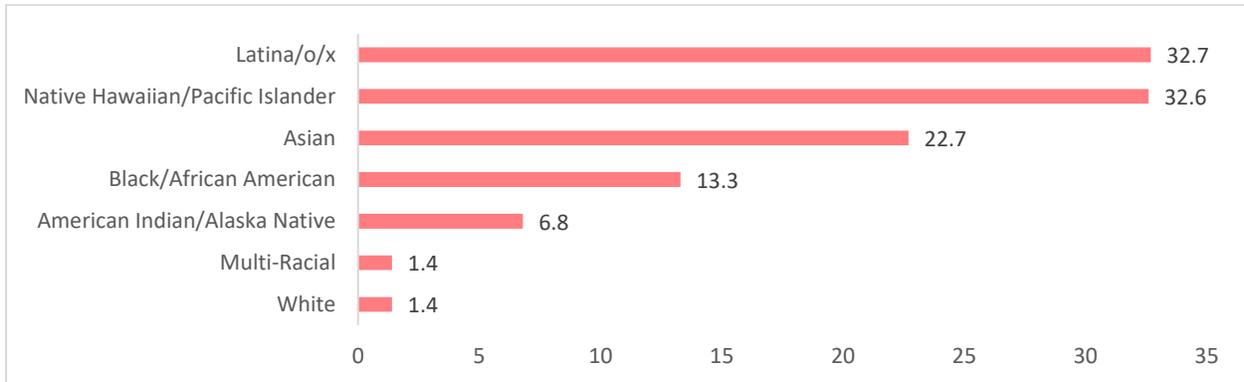
Of the 59,263 current English learners in Oregon during the 2022-23 school year, 45,463 (76.7 percent) were Latina/o/x. About 7.7 percent were White and 8.5 were Asian, while smaller percentages were Black/African American, Native Hawaiian/Pacific Islander, American Indian/Alaska Native, and Multi-Racial (see figure 8).

Figure 8. Percentage of current English learners by race/ethnicity in 2022-23.



It is important to note that most Latina/o/x students in Oregon were not current English learners. In fact, according to figure 9, only 32.7 percent of Latina/o/x students were current English learners in 2022-23. Moreover, 32.6 percent of Native Hawaiian/Pacific Islander students were current English learners.

Figure 9. Percentage of each racial/ethnic group who were current English learners in 2022-23.



Section 2: Participation in Targeted Programs

Schools and districts deliver a range of programs that aim to address the needs of particular groups of students. These include free or reduced price meals, special education, migrant education, and TAG programs. Most of these programs receive some federal funding; however, TAG programs receive only state funding. This section of the report describes the participation of English learners in each of these programs during the 2022-23 school year.

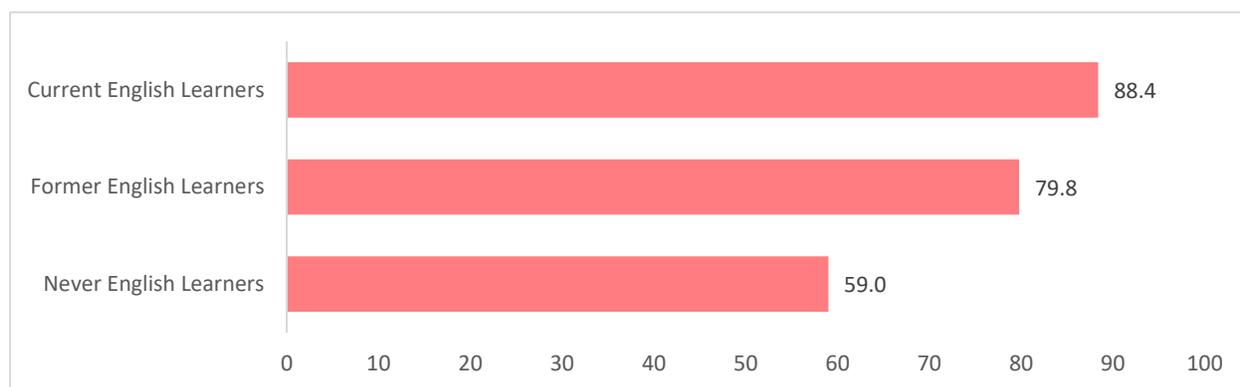
Free or Reduced Price Meals

Students who come from low-income families (those earning below 185 percent of the federal poverty line) are eligible for free or reduced price meals. The percentage of students receiving free or reduced price meals

is an estimate of the level of poverty or economic disadvantage in a school. It is an imprecise measure, since some eligible students and families never apply to the program; however, it provides the best data currently available to compare poverty and economic disadvantage levels across schools and districts.

According to figure 10, current and former English learners are much more likely than never English learners to be eligible for free or reduced price meals. This suggests that households for current and former English learners are more likely to experience poverty and economic disadvantage. Overall, 88.4 percent of current English learners come from economically disadvantaged households⁶.

Figure 10. Percentage of current, former, and never English learners receiving free or reduced price meals in 2022-23.



Special Education

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

There is concern in the field about the difficulty of accurately identifying current English learners who need special education services and supports. Schools may incorrectly identify current English learners as having a learning disability when, in fact, it is their developing English proficiency that adversely influences their educational progress. On the other hand, some schools may overlook genuine disabilities, assuming that current English learners just need more time to learn English. Both identification challenges are present not only in Oregon but across the United States (Artiles & Ortiz, 2002; Hamayan, Marler, Sanchez Lopez & Damico, 2007; Umansky, Thompson, & Díaz, 2017).

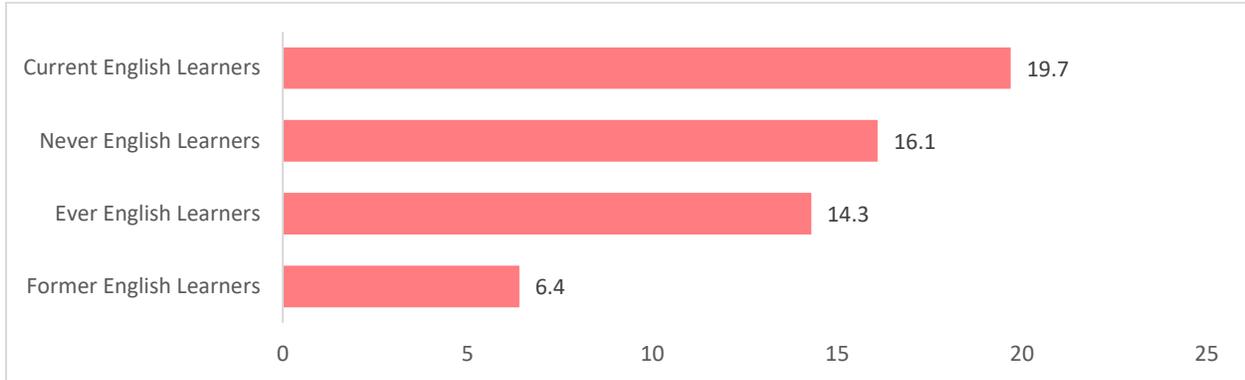
Ever English learners and never English learners received special education services and supports at about the same rate.

As figure 11 illustrates, a far higher rate of current English learners (19.7 percent) received special education services and supports as compared to former (6.4 percent) and never English learners (16.1 percent).

⁶ Although the COVID-19 related waivers issued by the USDA to allow meals to be served at no cost to all students ended in 2021-22 school year, about 54% of Oregon schools provided free meals to all their students in 2022-23 school year.

However, the percentage of ever English learners (the combination of current and former English learners) receiving services and supports is very similar to that for never English learners.

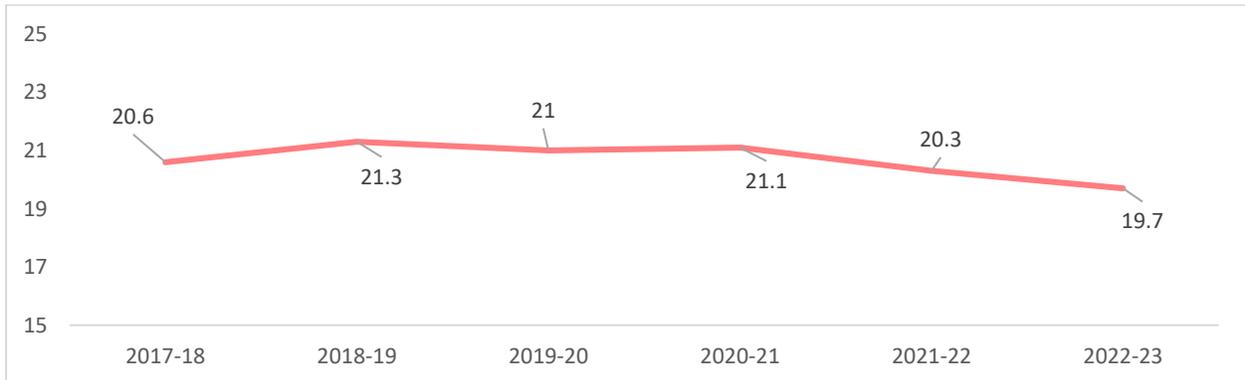
Figure 11. Percentage of current, former, never, and ever English learners receiving special education services and supports in 2022-23.



The percentage of current English learners receiving special education slightly decreased in 2022-23.

In 2022-23, 11,694 current English learners (19.7 percent) were receiving special education supports and services. The number of current English learners receiving special education services and supports in 2022-23 represents a slight decrease from the year before, when 20.3 percent of current English learners received special education services and supports (see figure 12).

Figure 12. Percentage of current English learners receiving special education services and supports (2017-18 to 2022-23).



Most current English learners with a disability in 2022-23 had a specific learning disability (3,611 students) or a speech or communication disorder (2,816 students) as their primary disability.⁷ Other primary disabilities, with 100 or more current English learners in 2022-23, included autism spectrum disorder, other health

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

impairments, developmental delay, intellectual disability, emotional behavior disability, deaf or hard of hearing, hearing impairment (see Table 6).

Table 6. Primary disabilities involving 100 or more current English learners in 2022-23.

Disability Type	Number of Current English Learners	Percent of Current English Learners
Specific Learning Disability	3,611	6.1%
Communication Disorder	2,816	4.8%
Autism Spectrum Disorder	1,096	1.8%
Other Health Impairments	1,084	1.8%
Developmental Delay	801	1.4%
Intellectual Disability	683	1.2%
Emotional Disturbance	237	0.4%
Hearing Impairment	186	0.3%

Migrant Education

Some English learners also participate in migrant education programs. Students ages 3-21 can qualify for Title I-C migrant education programs services if they or their parents are engaging in qualifying agricultural or fishing work, and they have moved within the past 36 months to obtain or seek this type of work. Many migrant children experienced poverty, and when they move, they confront the challenges of having to adjust to different teachers with different instructional approaches and materials, as well as building new social connections. The intent of migrant education programs is to ensure that migrant children receive the support that addresses their unique situations and are able to receive supports necessary to succeed academically.

10.5 percent of current English learners received services from Migrant Education Programs in 2022-23.

Oregon has one of the largest migratory student populations nationally. Across the state in the 2022-23, 6,232 current English learners participated in migrant education programs. That number translates to 10.5 percent of all current English learners. It also means that more than half (57.5 percent) of the 10,844 students in migrant education programs were current English Learners in 2022-23. Moreover, 31.4 percent of students in migrant education programs in 2022-23 were former English learners. This also implies that 88.8 percent of the 10,844 students who received services from migrant education programs were ever English learners.⁸

Approximately 101 districts in 2022-23 school year enrolled students who qualified for migrant education programs. Ten districts with the largest population of English learners participating in their migrant education program in 2022-23 (see table 7).

⁸ The data for this portion of the report relies on student enrollments as of the first school day in May 2023.

Table 7. Districts with the largest number of English learners participating in migrant education programs in 2022-23.

District	Number of Current ELs in Migrant Education	District	Number of Current ELs in Migrant Education
Salem-Keizer SD 24J	928	Hood River County SD	261
Hillsboro SD 1J	358	North Wasco County SD 21	253
Medford SD 549C	348	Hermiston SD 8	243
Woodburn SD 103	318	Beaverton SD 48J	205
Forest Grove SD 15	290	Nyssa SD 26	168

Talented and Gifted

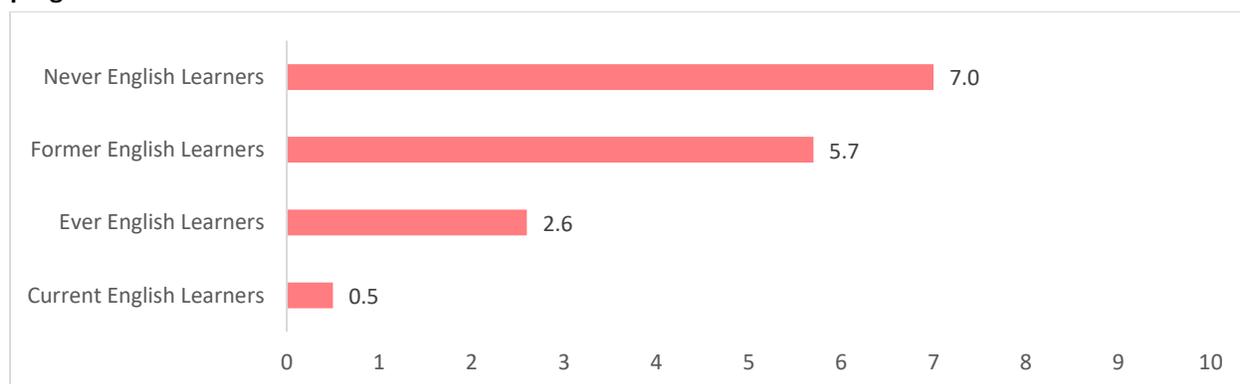
The state requires that all school districts establish policies and procedures to identify students to participate in TAG programs. These students may have high general intelligence and/or demonstrate unusual academic ability in one or more particular areas (Gubbins et al., 2020). State law requires districts to develop a plan to provide programs and services beyond regular school programs in order to ensure that eligible students can develop and realize their potential (OAR 581-022-2500).

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

Current English Learners were rarely identified for TAG Programs.

According to figure 13, 6.5 percent of never English learners (31,032 students) were identified for TAG programs in 2022-23. While 5.7 percent of former English learners were identified (2,345 students) and 5.3 percent of ever English learners were identified (2,336 students), less than 1 percent (0.5% percent) of current English learners were identified for TAG programs in 2022-23 (283 students). Never English learners were about 14 times more likely to be identified for TAG programs than current English learners in 2022-23.

Figure 13. Percentage of current, former, ever, and never English learners who participated in a TAG program in 2022-23.



Section 3: Language Development and Academic Outcomes for English Learners

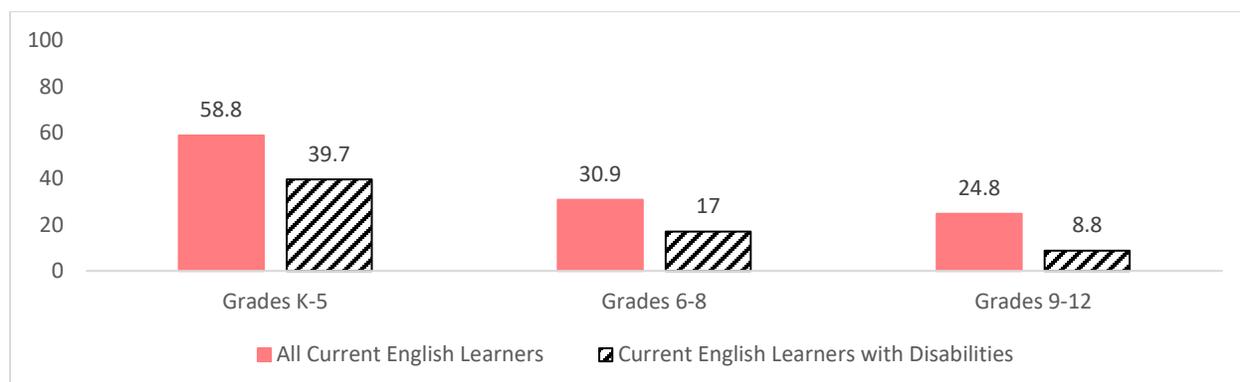
Students who are current English learners have to develop proficiency in English. In addition and at the same time, they must learn all the same academic content as other students in Oregon. This section of the report provides data about English language proficiency and academic outcomes of current English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

Progress towards English Language Proficiency

Title I-A of the Every Student Succeeds Act (ESSA) requires current English learners to take an English language proficiency assessment (ELPA) annually. The ELPA measures a student's proficiency in the domains of listening, reading, speaking, and writing. Students who demonstrate proficiency on all four ELPA domains are ready to exit the ELD program. Since 2017-18, the ODE monitors whether current English learners are on track to attain English language proficiency using a trajectory expectation model. Current English learners are on track if their current ELPA domain performance meets or exceeds trajectory expectations given (1) initial ELPA domain performance, (2) years identified as a current English learner, and (3) disability and/or an interrupted formal education status. These expectations are in line with trajectory expectations indicated by research on English learners (see Hakuta, Goto Butler, & Witt, 2000; Robinson, Cimpian, Thompson, & Umansky, 2016; Umansky & Reardon, 2014), as well as SIFE, and dual-identified English learners (see Burke, Morita-Mullaney, & Singh, 2016; Conger, 2009; Kieffer & Parker, 2016; Thompson, 2015; Umansky & Reardon, 2014). Interested readers are also referred to the Oregon's ESSA Consolidated State Plan (2017) for Oregon's trajectory expectations (pp. 43-44).

According to figure 14, as the grade level increases, the percentage of current English learners on track to attain English language proficiency decreases from 58.8 percent in elementary school grades to 24.8 percent in high school grades. Furthermore, the same pattern is evident for current English learners with disabilities where the percentage decreases from 39.7 percent in elementary school grades to 8.8 percent in high school grades. To some extent, the decrease in the percentage of current English learners on track to attain English language proficiency from elementary to high school grades is not a surprise due to the annual exiting of current English learners and the annual enrollment of new ELs. This has a considerable impact on the composition of current English learners across grade levels. Thus, inferences and comparisons across grade levels and between groups of current English learners (e.g., those with and without disabilities) must use caution.

Figure 14. Percentage of all current English learners and current English learners with disabilities on track to attain English language proficiency by elementary (K-5), middle (6-8), and high school grades (9-12) in 2022-23.



Long-term current English learners made up 21.9 percent of all current English learners.

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

In 2022-23, most current English learners (78.1 percent) were not long-term current English learners; however, this means that 21.9 percent of current English learners received English language instruction, supports, and services for more than seven years. This is a concern because slower development of English language proficiency is highly predictive of other academic challenges (Menken & Kleyn, 2009; Danahy Ebert & Reilly, 2022). An important point to consider is the ability of Oregon’s schools and districts to meet the needs of current English learners. This is particularly salient given that 40.5 percent of current English learners with disabilities received English language instruction, supports, and services for more than seven years in 2022-23.

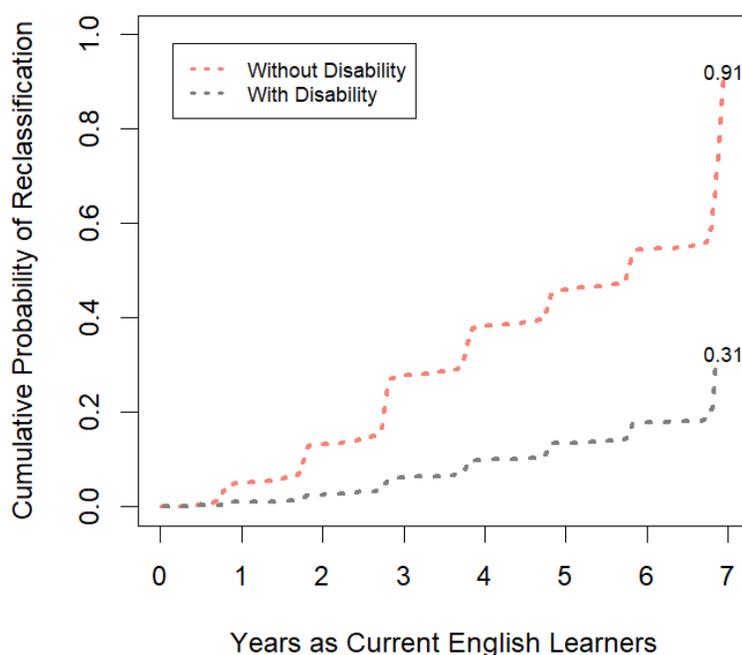
Approximately 31 percent of current English learners receiving special education services and supports developed English language proficiency in seven years.

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

This measure uses data for all current English learners who received English language instruction, supports, and services in an ELD program in 2022-23 regardless of the length, start, or end of enrollment. While most of the data in this report rely on the first school day in May 2023 as a snapshot, this measure includes all current English learners (even those not enrolled on the first school day in May 2023).

Figure 15 addresses this question for current English learners with and without disabilities. For current English learners without disabilities who began receiving English language instruction, supports, and services on or after July 1, 2016, the probability of reclassification (i.e., attaining English language proficiency and exiting an ELD program) after seven years is 0.91⁹ (or, after multiplying by 100, 91 percent). That is, 91 percent of the current English learners without disabilities attained English language proficiency and exited an ELD program after seven years. On the other hand, 31 percent of current English learners with disabilities attained English language proficiency and exited an ELD program after seven years. Succinctly put, ELs without a disability are, on average, about three times as much likely to exit the EL program in 7 years than their EL peers with a disability.

Figure 15. Probability of reclassification for current English learners with and without disabilities after seven years (July 1, 2016 to June 30, 2023).



Student Academic Outcomes in English Language Arts and Mathematics

Each year, all Oregon students in grades 3-8 and 11 take state assessments in English language arts and mathematics. These assessments, offered in English, may be especially challenging for ELs who are still developing proficiency. For both subjects, a performance level of three or higher meets the state standards.

Former ELs performed similarly or slightly below never ELs in English language arts, while few current ELs met or exceeded state standards.

At the elementary level (grade 3-5), 6.6 percent of current ELs met or exceeded state standards in English language arts. In contrast, 54.6 percent of former ELs in elementary hit this benchmark. This was higher than the percentage of never ELs meeting or exceeding standards, 47.8 percent. In fact, in many districts (n = 74),

⁹ Because ELPA21 was introduced in 2015 and its EL exit data became available in 2016, this value is inflated.

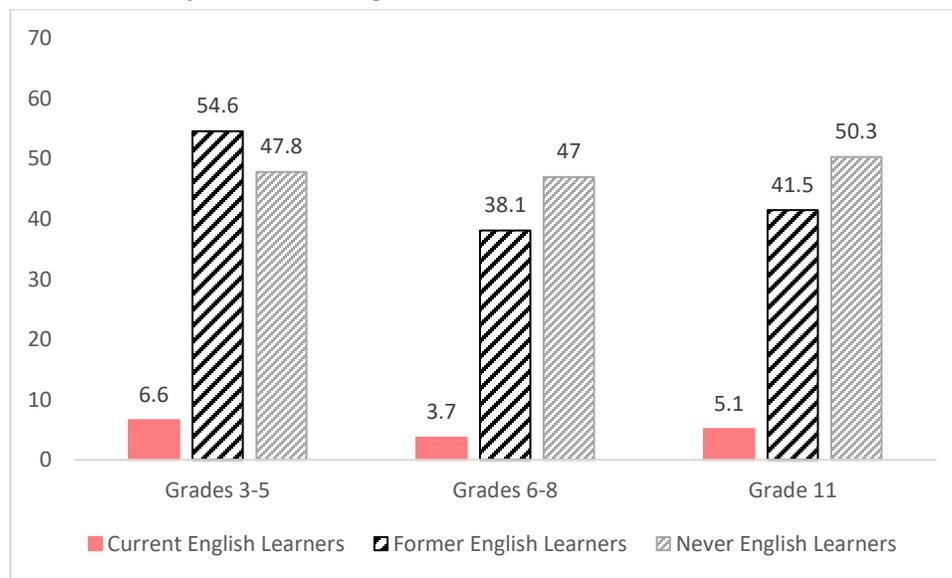
English Learners in Oregon

a higher percentage of former ELs, compared to never ELs, met benchmark in elementary English language arts.

At the middle school level (grades 6-8), only 3.7 percent of current ELs met or exceeded state standards in English language arts. Additionally, 38.1 percent of former ELs and 47.0 percent of never ELs met or exceeded standards. In 46 districts, a higher percentage of former ELs, compared to never ELs, met benchmark.

Among high school students (grade 11), 5.1 percent of current ELs, 41.5 percent for former ELs, and 50.3 percent of never ELs met or exceeded state standards. At the high school level, there were 36 districts¹⁰ in which a higher percentage of former ELs than never ELs met the benchmark in English language arts.

Figure 16. Percentage of current, former and never ELs meeting or exceeding state standards in English Language Arts in elementary, middle and high school, 2022-23¹¹



In math, former ELs performed below never ELs, especially in middle and high school, while less than 10 percent of current EL met or exceeded state standards.

At the elementary level, 7.1 percent of current ELs met or exceeded standards in math (Figure 17). In addition, 44.3 percent of former ELs met or exceeded standards in math. The percentage of never ELs meeting or exceeding standards was somewhat lower, 40 percent.

¹⁰ These districts include: Baker SD 5J, Oregon Trail SD 46, Gladstone SD 115, Scappoose SD 1J, North Bend SD 13, Crook County SD, Douglas County SD 4, Winston-Dillard SD 116, Central Point SD 6, Eagle Point SD 9, Culver SD 4, Three Rivers/Josephine County SD, Klamath County SD, Lake County SD 7, Fern Ridge SD 28J, Siuslaw SD 97J, Central Linn SD 552, Nyssa SD 26, Mt Angel SD 91, Reynolds SD 7, Centennial SD 28J, Corbett SD 39, David Douglas SD 40, Tillamook SD 9, Echo SD 5, Milton-Freewater Unified SD 7, Pendleton SD 16, Stanfield SD 61, La Grande SD 1, North Powder SD 8J, Mitchell SD 55, Yamhill Carlton SD 1, Amity SD 4J, Dayton SD 8, Sheridan SD 48J, North Wasco County SD 21.

¹¹ In this chart, the group “current EL” includes only students who were classified as current ELs at the time of testing. In some other state accountability reports, the performance of current and recently reclassified ELs are reported together.

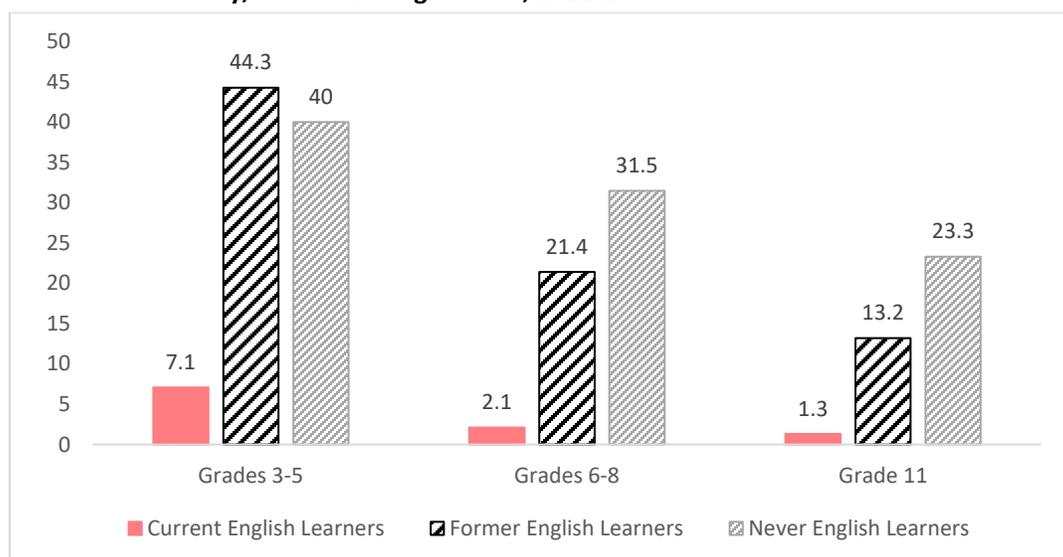
English Learners in Oregon

Among middle school students, 2.1 percent of current ELs met or exceeded standards in math, compared to 21.4 percent of former ELs and 31.5 percent of never ELs.

Among students in grade 11, 1.3 percent of current ELs, 13.2 percent of former ELs, and 23.3 percent of never ELs met or exceeded standards in math. At all levels and among all groups, fewer students met or exceeded standards in math than in English language arts.

Overall, similar patterns emerge in Math as in ELA, with higher levels of proficiency at the elementary level than other educational levels.

Figure 17. Percentage of current, former and never ELs meeting or exceeding state standards in mathematics in elementary, middle and high school, 2022-23¹²



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

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

Regular Attendance

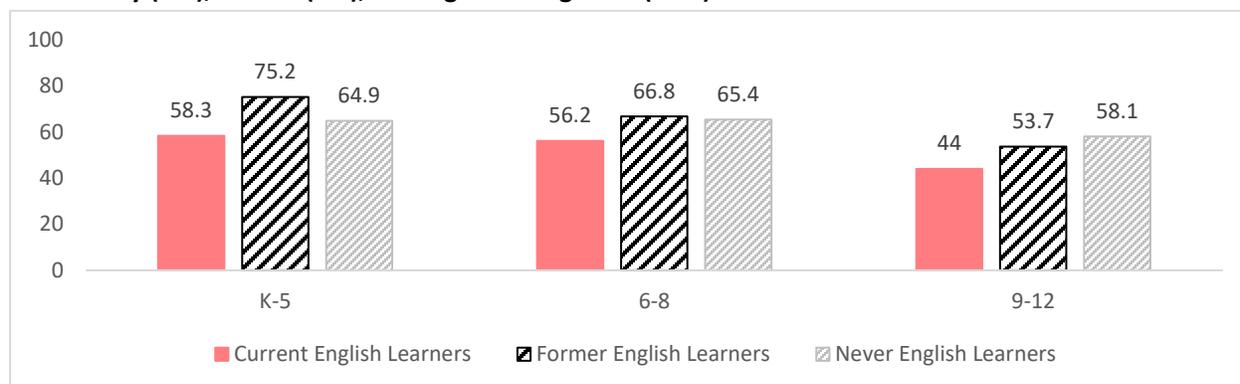
In recent years, researchers and educators alike have devoted increasing attention to ensuring students attend school on a regular basis. Research has shown that even moderate levels of absenteeism can have a profound impact on students' grades, performance on standardized assessments, graduation rates,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

¹² Also in this chart, the group "current EL" includes only students who were classified as current ELs at the time of testing.

English Learners in Oregon

Among elementary grades in 2022-23, former and never English learners have the highest levels of regular attendance (see figure 18). Current English learners, on the other hand, have lower rates of regular attendance in elementary, middle, and high school grades. In fact, regular attendance rates decline considerably for current, former, and never English learners in middle and high school grades (with current and former English learners declining by approximately 14.3 (i.e., 58.5 – 44.0) and 21.5 (i.e., 75.2 – 53.7) percentage points between elementary and high school grades).

Figure 18. Percentage of current, former, and never English learners regularly attending school by elementary (K-5), middle (6-8), and high school grades (9-12) in 2022-23



On Track to Graduate

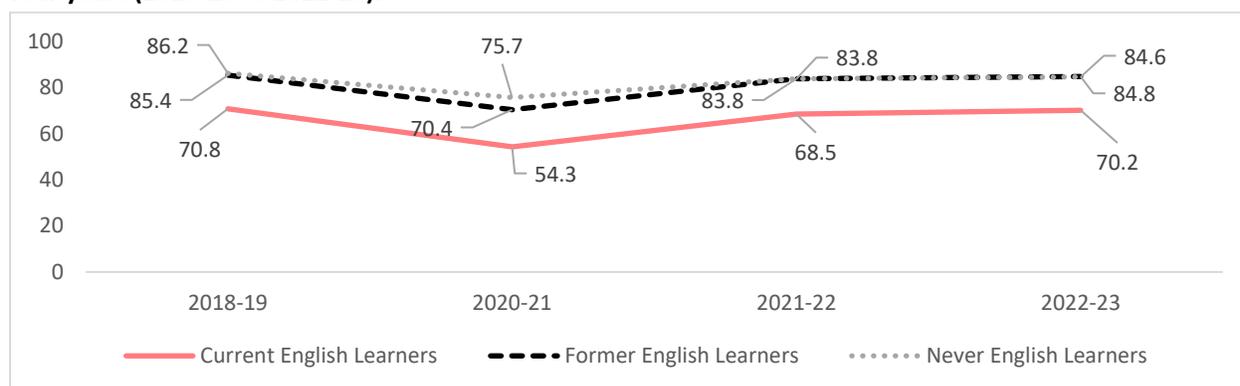
Around the country, states and districts track whether students in the 9th grade are on track to graduate within four years. They do this because ninth grade is a critical year for determining whether students will ultimately graduate from high school; identifying students who are not on track allows schools to provide supports and interventions to help keep students in school and progressing towards graduation. In Oregon, students in the 9th grade are on track to graduate if they earn at least six credits or 25 percent of the credits their district requires for graduation. However, one should note that ODE's data only captures the number of the credits earned and not the specific courses associated with those credits. From 2018-19 to 2022-23, a higher percentage of former and never English learners were on-track to graduate compared to current English learners.¹³

According to figure 19, former and never English learners in 9th grade are on track to graduate at substantially higher percentages than current English learners from 2018-19 to 2022-23. Former and never English learners have very similar percentages. Their gap widens from 0.8 percentage points in 2018-19 to 5.3 percentage points in 2020-21. However, the gap between former and never English learners completely closes in 2021-22. Despite a considerable decline in 2020-21 likely due to the impact of the COVID-19 pandemic, current, former, and never English learners experience a sizeable improvement in 2021-22 with the current and former English learners increasing by 14.2 and 13.4 percentage points since 2020-21. Finally, all three groups of students continued to grow in 22-23, with current English learners improving by 1.7 percentage points, former English learners by 1.0 percentage point, and never English learners by 0.8

¹³ Data representing the percentage of current, former, and never English learners who were on track to graduate in ninth grade were not available during the 2019-20 school year. The reason for the unavailability is due to the State of Oregon's response to the COVID-19 pandemic (e.g., the cancellation of data collections that either capture the specific data or support the calculation of this measure at the district and state levels).

percentage points. It must be noted also that as part of Senate Bill 744 passed in 2021, these students were not required to demonstrate proficiency for three of the nine essential skills as one of their non-credit graduation requirements.

Figure 19. Percentage of 9th grade current, former, and never English learners on track to graduate within four years (2018-19 to 2022-23).



Four-Year Graduation

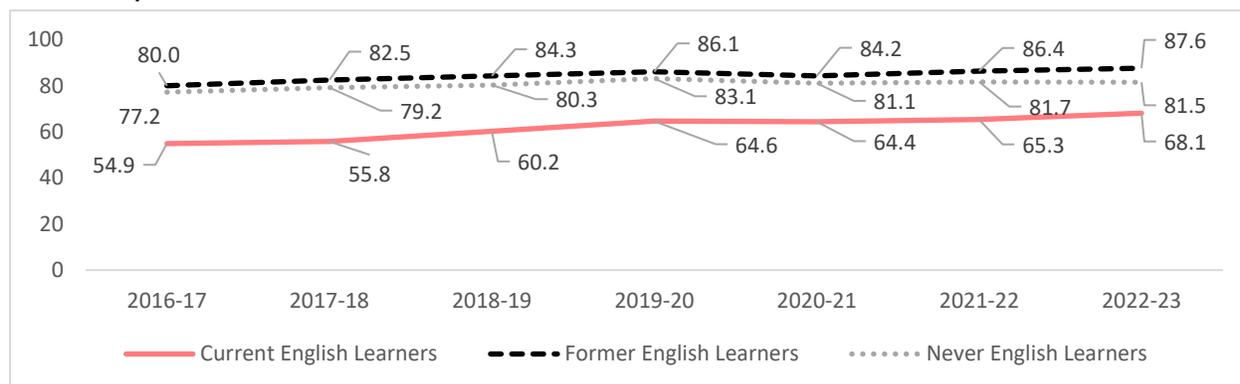
The ODE uses a cohort adjusted graduation rate to examine and monitor the percentage of students graduating within a specific number of years. The data for this section relies on the four-year cohort adjusted graduation rate for current, former, and never English learners. For the purposes of reporting graduation data to the public, current English learners are multilingual students who received English language instruction, supports, and services in an ELD program at any time during high school. Former English learners are multilingual students who attained English language proficiency and exited an ELD program prior to entering high school. Note that current English learners included students who were eligible to receive English language instruction, supports, and services in an ELD program but did not participate because their parents or guardians waived services. Lastly, never English learners are monolingual English or multilingual students who were not eligible to receive English language instruction, supports, and services in an ELD program at any time in grades kindergarten through twelve.

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

According to figure 20, former and never English learners graduate in four years at relatively similar rates; however, although similar, the rate for former English learners was higher from 2016-17 to 2022-23. Indeed, consistently since years 2016-17, the four-year graduation rate for former English learners was higher than the rate for never English learners.

Current English learners, on the other hand, graduated in four years at lower rates than former and never English learners; however, it is important to note that the four-year graduation rate for current English learners has grown considerably from 2016-17 to 2022-23 (an increase of 13.2 percentage points).

Figure 20. Percentage of current, former, and never English learners graduating within four years (2016-17 to 2022-23).



Current English learners graduating in four years were over 2.8 times more likely to receive a modified diploma

Modified diplomas are designed for students who meet certain criteria listed in OAR 581-022-2010. Modified diplomas require fewer credits to graduate compared to a regular high school diploma. Among the current English learners who graduated in four years in 2022-23 (i.e., 2,297 students), 261 students (11.4 percent) received a modified diploma (see table 8). By contrast, among the former English learners that graduated in 4 years in 2022-23 (i.e., 5,140 students), 112 students (2.2 percent) received a modified diploma. Finally, among the never English learners who graduated in four years in 2022-23 (i.e., 30,270 students), 1,201 students (4.0 percent) received a modified diploma.

In addition, among the students that graduated in four years in 2022-23, current English learners were more than 2.8 times (11.4 percent ÷ 4 percent) more likely to receive a modified diploma compared to that for never English learners. This ratio slightly decreases to 2.6 times (11.1 percent ÷ 4.3 percent) for cohorts that graduated in five years.

Table 8. Percentage of students receiving regular vs. modified diplomas

Student (Diploma Type)	Four-Year Cohort	Five-Year Cohort
Current English Learners (Modified)	11.4%	11.1%
Former English Learners (Modified)	2.2%	2.3%
Never English Learners (Modified)	4.0%	4.3%
Current English Learners (Regular)	88.6%	88.9%
Former English Learners (Regular)	97.8%	97.7%
Never English Learners (Regular)	96.0%	95.7%

Oregon State Seal of Biliteracy

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

English Learners in Oregon

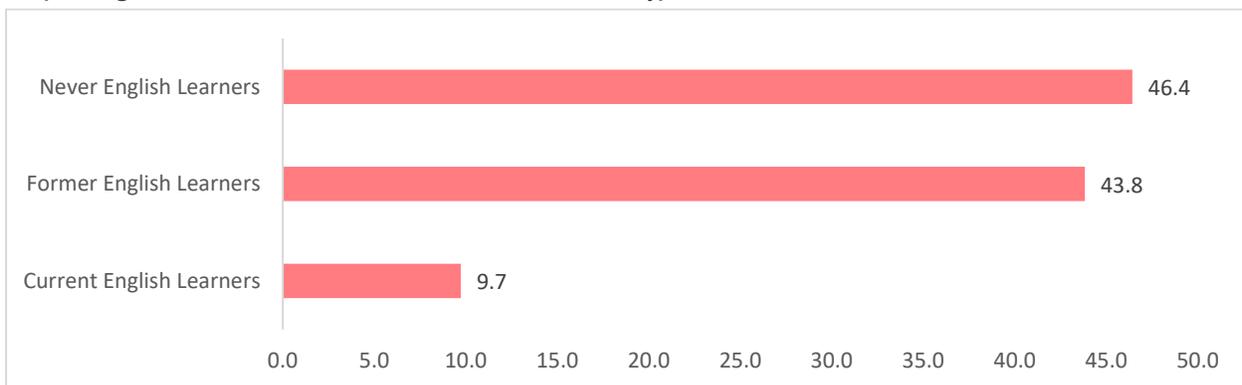
- Meet all graduation requirements, and
- score at the intermediate high level in listening, speaking, reading, and writing in a partner language.

The data for this section rely on students who graduated in 2022-23 (and were part of the four-year cohort adjusted graduation rate) as the denominator in calculations. Moreover, this section will examine the count and percentage of current, former, and never English learners¹⁴ who earned the Seal of Biliteracy in 2022-23.

The majority of students who earned the Seal of Biliteracy in 2022-23 were ever English learners.

Of the 37,710 students who graduated in 2022-23, 2,311 students (about 6.1 percent) also earned the Seal of Biliteracy. Among those 2,311 students, 46.4 percent were never English learners, 43.8 percent were former English learners, and 9.7 percent were current English learners (see figure 21). In other words, 53.6 percent of those who earned the Seal of Biliteracy were ever English learners (i.e., current plus former English learners). Note that the majority of students who earn the Seal of Biliteracy are (1) ever English learners and (2) never English learners who are native speakers of languages in addition to English.

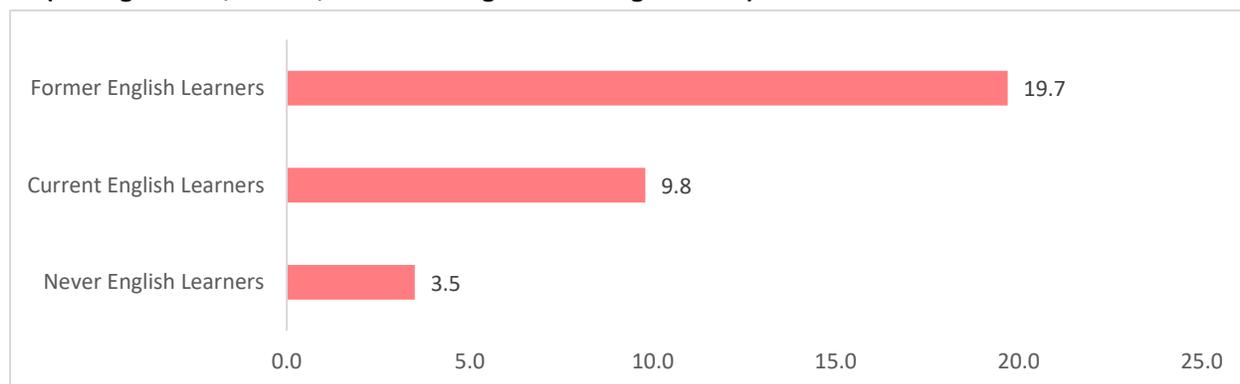
Figure 21. Percentage of current, former, and never English learners earning the Seal of Biliteracy in 2022-23 (among all students who earned the Seal of Biliteracy).



According to figure 22, among former English learners who graduated in 2022-23, 19.7 percent earned the Seal of Biliteracy. Moreover, 9.8 percent of current English learner graduates earned the Seal of Biliteracy in 2022-23. This means that, among ever English learners who graduated in 2022-23, 29.5 percent also earned the Seal of Biliteracy.

¹⁴ For the purposes of reporting Seal of Biliteracy data in this report, current English learners are multilingual students who received English language instruction, supports, and services in an ELD program at any time during high school. Note that current English learners included students who were eligible to receive English language instruction, supports, and services in an ELD program but did not participate because their parents or guardians waived services. Former English learners are multilingual students who attained English language proficiency and exited an ELD program prior to entering high school. Lastly, never English learners are monolingual English or multilingual students who were not eligible to receive English language instruction, supports, and services in an ELD program at any time in grades kindergarten through twelve.

Figure 22. Percentage of current, former, and never English learners earning the Seal of Biliteracy in 2022-23 (among current, former, and never English learner graduates).



Students earned the Seal of Biliteracy for their knowledge of a diverse combination of languages; however, English-Spanish was the most common combination.

Among the students who graduated with a Seal of Biliteracy (2,311 students), a vast majority demonstrated proficiency in a combination of languages. Specifically, English-Spanish was the most common combination of those languages (82 percent). Other notable combinations of languages in which students demonstrated their proficiency included English-French (5 percent), English-Japanese (3 percent), and English-Chinese (3 percent).

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

In 2022-23, eleven districts had 50 or more students earning the Seal of Biliteracy (see table 9). Moreover, among Woodburn’s students who graduated in 2022-23, 52.4 percent earned the Seal of Biliteracy. Four other districts in 2022-23 had 10 percent or more of their high school graduates earning the Seal of Biliteracy.

Table 9. Districts with 50 or more students earning the Seal of Biliteracy in 2022-23¹⁵.

District	Number of Students	District	Number of Students
Portland SD 1J	365	Corvallis SD 509J	102
Salem-Keizer SD 24J	265	North Clackamas SD 12	78
Beaverton SD 48J	247	West Linn-Wilsonville SD 3J	64
Woodburn SD 103	195	Bend-LaPine Administrative SD 1	60
Eugene SD 4J	157	Lake Oswego SD 7J	55
Hillsboro SD 1J	111		

Postsecondary Enrollment

The ODE annually examines and publicly reports the percentage of high school graduates who enroll in post-secondary education institutions in Oregon and across the U.S. (e.g., public and private, 2-year and 4-year, etc.). A post-secondary education affords students a wide range of advantages, including greater

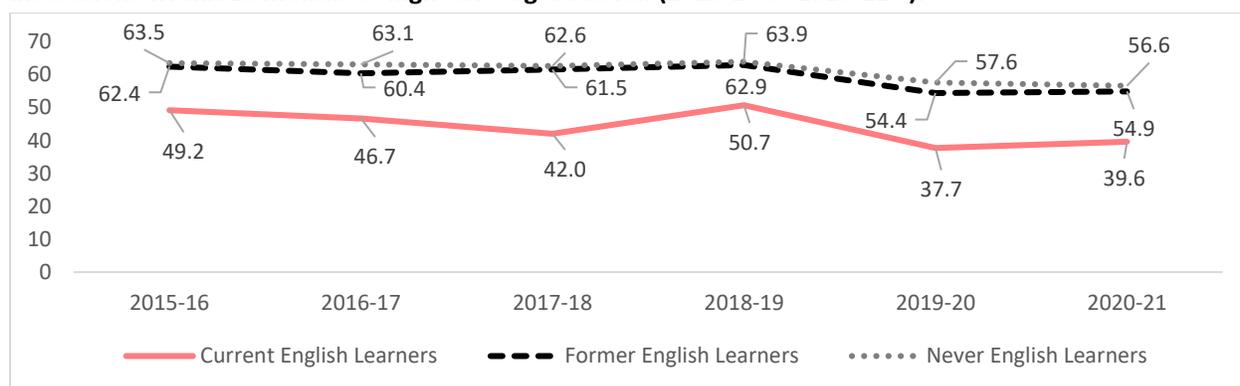
¹⁵ Note that the counts in this table reflect students who graduated in 2022-23 (and were part of the four-year cohort adjusted graduation rate) and earned the Seal of Biliteracy.

employment opportunities, financial security, opportunities to contribute to their community, and greater life satisfaction. The data for this measure uses students who graduated in 2019-20 (and were part of the four-year cohort adjusted graduation rate) as the denominator in calculations. Moreover, this portion of the report will examine the count and percentage of current, former, and never English learners¹⁶ who enrolled in a post-secondary education institution within sixteen months after graduation.

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

Figure 23 shows the post-secondary enrollment rates by graduation year for three groups of Oregon students. The post-secondary enrollment rates for never English learners, represented by the gray dotted line, ranged from 63.5 to 56.6 percent from 2015-16 to 2020-21. The salmon line displays the same information for students who were current English Learners. Current English learners enrolled in post-secondary institutions at substantially lower rates than never and former English learners. The post-secondary enrollment rates for current English learners annually decreased from 49.2 percent in 2015-16 to 46.7 percent in 2016-17. They also decreased in 2017-18; however, they increased in 2018-19. The black dashed line shows the post-secondary enrollment rates for former English learners. The post-secondary enrollment rates for former English learners decreased from 62.4 percent in 2015-16 to 60.4 percent in 2016-17. Moreover, since 2015-16, former English learners had post-secondary enrollment rates that were reasonably comparable to never English learners.

Figure 23. Percentage of current, former, and never English learners enrolling in post-secondary institutions within 16 months of high school graduation (2015-16 to 2020-21¹⁷).



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

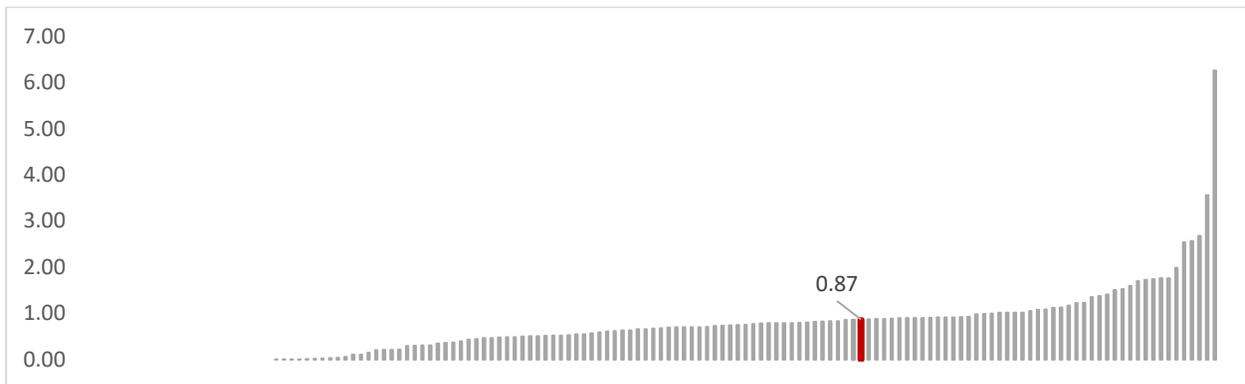
¹⁷ The year (e.g., 2020-21) represents the school year in which students graduated from high school.

Section 5: State Revenues and Expenditures for Current English Learners

Each year, Oregon’s State School Fund provides funding to districts through General Purpose Grants. The amount of the grant relies on a formula that considers the number of students in the district (known as average daily membership weighted or ADMw). On average, the per-pupil funding amount in 2022-23 was \$9,622.¹⁸ In addition to this basic funding, districts receive additional state funds for each student enrolled in an ELD program. This amount is $0.5 \times \$9,622$ or \$4,811 per current English learner. Altogether, the state allocated \$250,092,649 for these additional English learner funds in the 2022-23 school year.

Figure 24 depicts the relationship between current English learner revenues the state allocated to districts via the State School Fund Formula and the total current English learner expenditures from the General Fund expressed as a ratio. Statewide, the ratio of expenditures to revenues in 2022-23 was 0.87, meaning that district expenditures on current English learners reflected 87 percent of the funds the state allocated to districts via the State School Fund Formula. Some districts spent more than this percentage (up to 644 percent), while others reported spending less (as little as 0 percent). The values on the extreme ends of the range, however, may reflect variations in the way that some districts report data. Some districts with few current English learners report revenue received from the state, but do not identify expenditures specific to current English learners, even though they may expend funds for English learner services. Other districts on the high end of the spending ratio may include expenses for dual-language programs that also educate former and never English learners, rather than calculating the percentage spent solely on current English learners.

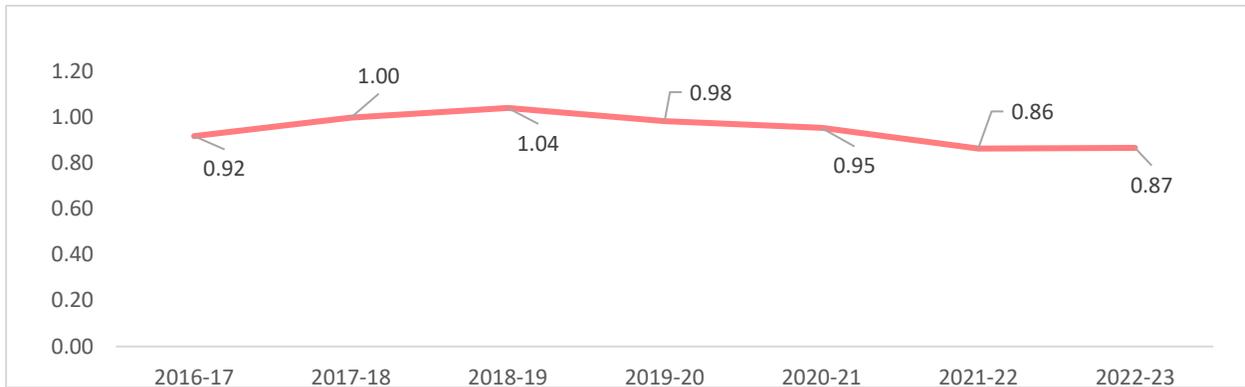
Figure 24. Ratio of current English learner expenditures to revenues across districts in 2022-23.



As figure 25 illustrates, the statewide ratio increased steadily from 2016-17 to 2018-19; however, in 2019-20 through 2022-23, the ratio decreased below 1.0.

¹⁸ While \$9,622 is the average amount, the grant amount can vary a bit for different districts because of the way the formula is set up.

Figure 25. Ratio of statewide expenditures on current English learners to revenues (2016-17 to 2022-23).



Expenditures from the General Fund on current English learners either belong to Function 1291 (covering expenditures for instruction and interventions to help current English learners learn English) or Area of Responsibility 280 (other supports for current English learners, such as interpretation services or transportation).¹⁹

Current English learner expenditures for 2022-23 totaled \$216,663,622. Districts accounted for approximately 81.2 percent of the expenditures (\$175,970,409) using Function 1291 and 18.8 percent of the expenditures (\$40,693,213) using Area of Responsibility 280.

In addition to this state funding, districts with at least 77 current English learners may access federal Title III grants, which in 2022-23 provided an additional \$132.95 per student for supplemental current English learner services²⁰. Additional information on the grant amounts is available on the [ODE website under Title III Allocations](#).

¹⁹ For a more detailed description of the accounting system categories, see [Oregon’s Program Budgeting and Accounting Manual](#).

²⁰ Districts with fewer than 77 students could join other districts in a consortium to access these grants.

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**NORTH WASCO COUNTY
SCHOOL DISTRICT
2023-2024 ANNUAL REPORT**

EDUCATE. MOTIVATE. GRADUATE.





Dr. Carolyn Bernal

NWCSD Superintendent

Dear Members of the North Wasco County School District Community,

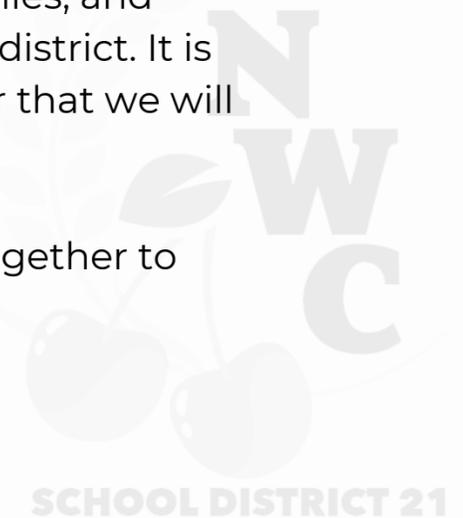
This report encapsulates the essence of our District's collective efforts and the strides we have made towards educational excellence. I invite you to explore its contents to gain insight into some of our accomplishments that have defined our journey over the past year.

Central to our strategic direction are our core values of equity, belonging, and opportunity; ensuring every student, irrespective of background, feels deeply connected, respected, and valued. Throughout the 2023-2024 academic year, we have remained dedicated to providing enriching opportunities and fostering an environment where all learners can thrive and succeed. Our Strategic Plan continues to serve as a roadmap for our endeavors, guiding our actions and initiatives towards our shared vision of educational excellence. If you have yet to take time to review this document, I encourage you to do so.

As we look ahead to the upcoming school year, together, we will continue to build upon our successes, embrace new challenges, and strive towards our shared vision.

I extend my heartfelt gratitude to our dedicated educators, staff, students, families, and community members for their support and commitment to the success of our district. It is through our collective efforts that we have achieved so much, and it is together that we will continue to make a difference in the lives of our students and our community.

Thank you for your ongoing support, dedication, and partnership as we work together to empower every student to reach their fullest potential.





North Wasco County School District
BOARD OF DIRECTORS



Zone 1: Adrian Lopez

Term: August 24th, 2023 until June 30th, 2025



Zone 3: David Jones (Chair)

Term: July 1st, 2023 until June 30th, 2027



Zone 5: Joel Vaught

Term: August 24th, 2023 until June 30th, 2025



Zone 7: Dr. Judy Richardson (Vice Chair)

Term: July 1st, 2021 until June 30th, 2025



**Student Representative:
Yamari Santillan-Guzman**

Term: July 1st, 2023 until June 30th, 2024



Zone 2: Dayna Wynn-Elledge

Term: July 1st, 2023 until June 30th, 2027



Zone 4: John Nelson

Term: July 1st, 2021 until June 30th, 2025



Zone 6: Jose Aparicio

Term: July 1st, 2023 until June 30th, 2027



**Student Representative:
Kaleb Blaylock**

Term: July 1st, 2023 until June 30th, 2024

The Role of School Boards

What do school boards do? They make goals, determine policies, hire a superintendent and set budgets, a mission they fulfill through a broad array of duties. Each school board member plays his or her part as a team member, an advocate for public education and a liaison to the public.

View the
Board Operating
Protocols



Board Roles

- Hire & supervise the superintendent.
- Establish policies that govern the school district.
- Establish the mission and direction of education.
- Adopt a budget and align resources to priorities.
- Public education advocate and vital link between the community and school district.
- Approve contracts.

While School boards establish policy, they are not the ones who put them into action – that's what the superintendent handles. They're also not in charge of running things day-to-day either. When it comes to day-to-day operations such as overseeing personnel or handling school services like student meals and transportation, it's the responsibility of the superintendent and administrators to implement and manage them.

School & District Committees

School Site Council

The primary purpose of the School Site Council is to work in collaboration with North Wasco County School District and school staff toward the improvement of student performance and the educational goals set by the district's strategic plan.

Get Involved: Contact Your School Site

District Equity Committee

The Equity Committee is an advisory task force responsible for helping bring about the cultural, and possibly ethical, changes necessary to promote diversity, equity and inclusion within our district. The Equity Committee members will serve as a collective voice to advise the North Wasco County School board, assisting with identifying possible areas of concern to address and determine which, if any, policies may need to be modified or possibly eliminated.

Get Involved: Contact Sandy Harris at sandra.harris@nwasco.k12.or.us

Facilities Advisory Workgroup

The goals of the Facilities Advisory Workgroup (FAW) are to:

1. Ensure Facility Advisory Workgroup understand current buildings and grounds conditions, locations, uses, and needs.
2. Review current facility condition reports and needed repairs or renovations.
3. FAW assists with prioritizing and recommending repairs and renovations.
4. Recommend financial strategies with limited resources.
5. In collaboration with the district staff, create a report to help the community understand the needs and goals as it relates to buildings and grounds.

Get Involved: Contact Ryan Allinger at allingerr@nwasco.k12.or.us

Parent Teacher Organization (PTO)

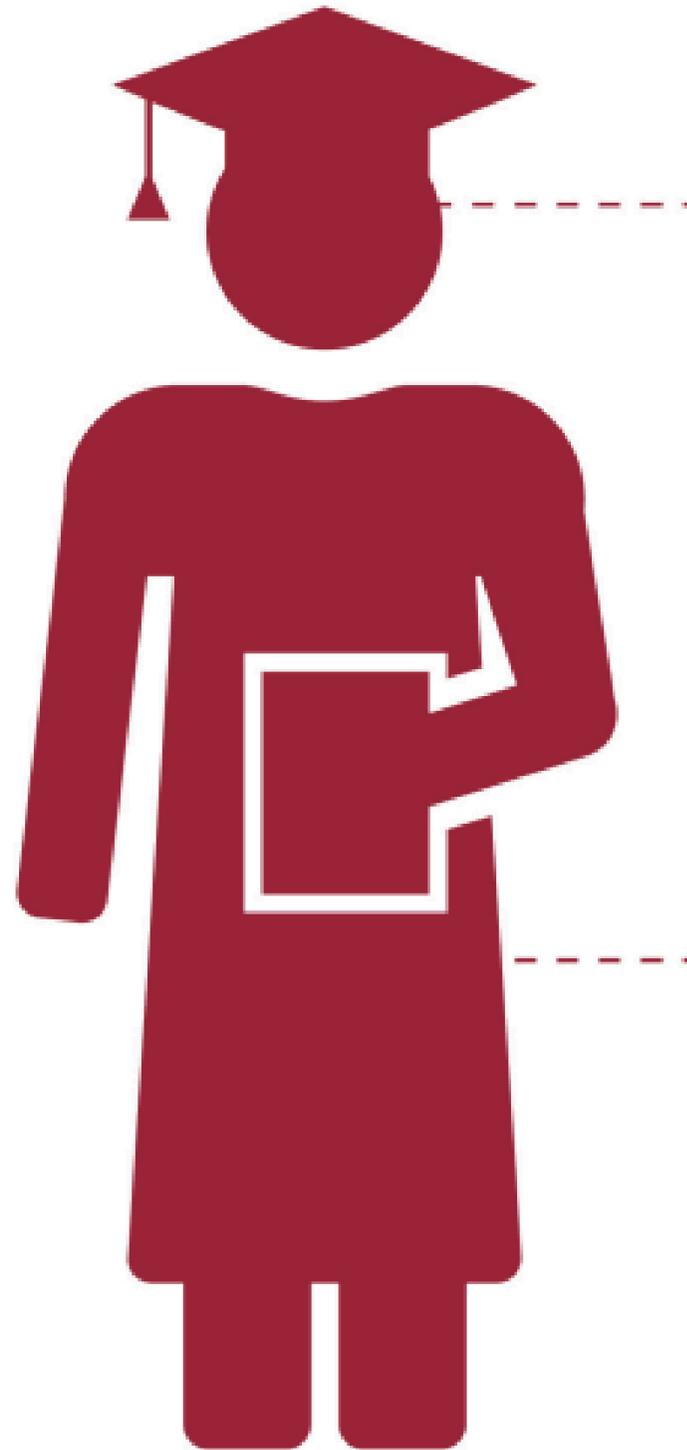
The PTO supports students through fundraising, volunteering and advocacy.

Get Involved: Contact Your School Site

PORTRAIT OF A GRADUATE



The portrait of a graduate encompasses a comprehensive set of skills, mindsets, and competencies essential for navigating life beyond high school, including career pursuits, further education, personal development, and community



ATTITUDES

Curiosity: graduates will continuously ask questions to better understand themselves and the world around them

Respect: graduates will treat others kindly and embrace the differences in everyone they meet

Integrity: graduates will be true to themselves and those around them

Confidence: graduates will have high expectations for their abilities and strive to achieve their greatest potential

SKILLS

Creative Problem-solving: graduates will address obstacles with thoughtful, imaginative, and innovative solutions

Collaboration: graduates will be able to effectively work and communicate with others, especially those with different backgrounds and experiences than their own

Resilience: graduates will be prepared to tackle challenges and adapt to change effectively

Initiative: Graduates will be productive, active members of their communities

Critical Thinking: graduates will use clear, unbiased and analytical thinking when making decisions

Mission Statement

“Educating each student to the highest standards while motivating them to reach their fullest potential and graduating them to be college, career and life ready.”

Vision Statement

“Our schools are a place where children belong. Each student is known by name, strength, and need, and provided the education and opportunities to achieve success.”

Our Values

Striving for Equity, Inclusion, and
Belonging
Celebrating Diversity
Engaging the Community
Supporting the Whole Child
Promoting and Achieving Academic
Excellence

Strategic Planning

A Strategic plan helps give a clear sense of direction and purpose for the future. The plan contains primary district goals, a specific set of priorities to determine how each goal is implemented, and targeted measures to monitor success and recommend areas for improvement.

*View the
Entire Plan Here*





SCHOOLS

- 3 ELEMENTARY (grades K-5)
- 1 MIDDLE (grades 6-8)
- 2 HIGH SCHOOLS (grades 9-12)
- 1 VIRTUAL ACADEMY (K-12)

2,623

students enrolled

416

staff members

13

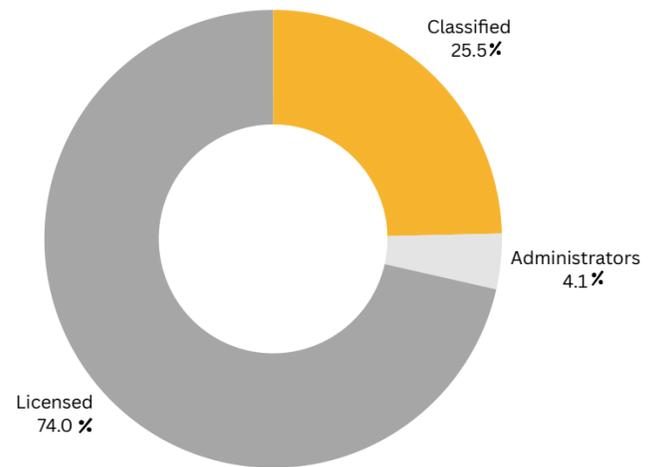
AP & Honors Courses

7

CTE Programs of Study

4

Dual Language Immersion Classrooms.



Our Students



48%

White

43%

Hispanic/Latino

2%

American Indian/Alaska Native

1%

Native Hawaiian/Pacific Islander

1%

Black/African American

5%

Multiracial

15

languages spoken

6.7%

Talented and Gifted

14.7%

Special Education Students

17.3%

Migrant Students

27%

Ever English Learners

33 students Graduating with Honors

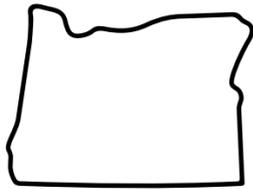
6 Students Graduating with 4.0 GPA

94 scholarships awarded to graduating Seniors totaling over \$350,000



Financials & Budgeting

State School Funding Revenue Sources



The legislature provides state funding for K-12 education from three main sources: (1) income taxes; (2) lottery receipts and 3) marijuana taxation; which contribute to the State School Fund (SSF)

In addition, money from the Corporate Activities Tax is distributed in the form of grants to school districts for specific purposes.

Each biennium, the legislature sets the amount of state dollars that schools will receive for the two-year funding cycle.

The State then goes through the process of equalizing funding, which takes into account local needs and resources, and state needs and resources, and allocates funding statewide. The distribution formula allocates funds based on three different methods that adjust for cost differences among school districts.

These include:

- teacher experience adjustment;
- transportation grant; and
- weighted student count.

DID YOU KNOW?

School districts are audited each year. Our audits are available for review on our Business Department Webpage



View our Budget Info Here



Summer Learning

The district applied for and was granted **\$630,000** which provided the district with funds to create a summer learning program aimed at fulfilling three goals of academic enrichment, youth development, and equitable access and family partnerships. Over 250 K-8 grade students and 90 high school students have registered for this year's program. Students are provided opportunities in literacy, math, and STEAM in K-8 in addition to having access to community resources such as The Dalles Art Center, OSU Stem Hub, and The Dalles Parks and Rec.

Early Literacy Success Initiative

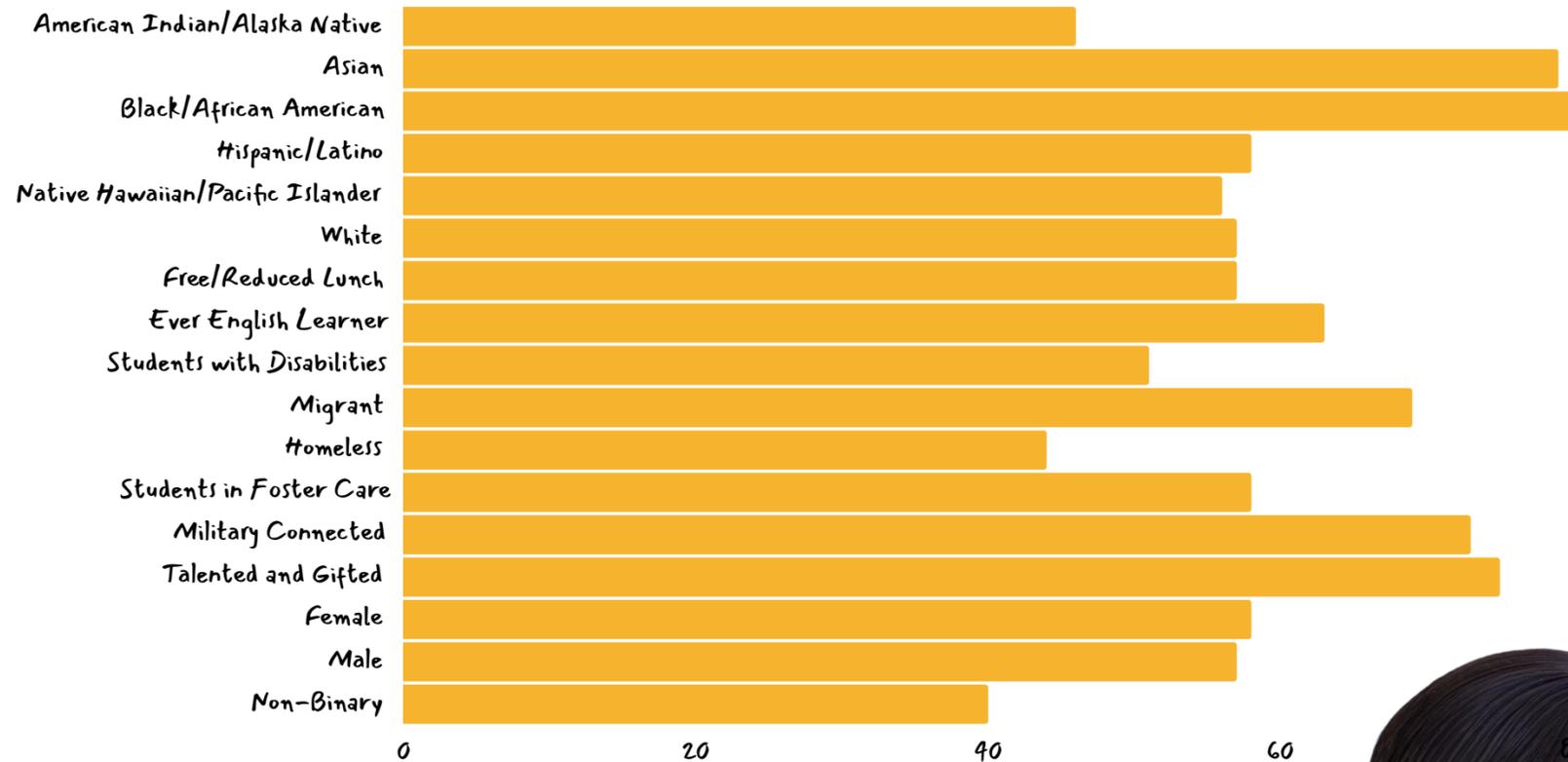
The district also applied for and was granted **\$408,624.27** over a two year period, which provided funds for teachers and staff to participate in the following 1) EOU Teacher Training (Science of Reading), 2) 14 K-3 teachers participated in early literacy coaching, 3) 9 teachers and 1 administrator attended CCIRA to learn successful strategies to advance the early literacy work in NWCSD.

Seismic Retrofitting

We are excited to announce that planning is underway for a Seismic Retrofitting project at Chenoweth Elementary. This is an exciting step towards ensuring the safety and security of our school. While planning is happening now, construction is slated to begin in May 2025. The main focus will be on reinforcing crucial areas such as the roof from the cafeteria to the gym, which will involve strapping and blocking on the roof decking, as well as connections at the concrete panels.

This project is made possible through the utilization of **\$2.4 million** in grant money from the Seismic Rehabilitation Grant Program from the State of Oregon.

Attendance Matters



Regular Attender Demographics

62%
Statewide
Regular Attenders

58%
Regular D21 Attenders

A regular attender is a student who attends more than 90% of their enrolled school days

↑ **2%**

From 2021/2022



DID YOU KNOW?

Missing 10%, or about 2 days each month over the course of a school year, can make it harder to learn to read

#AttendanceMatters

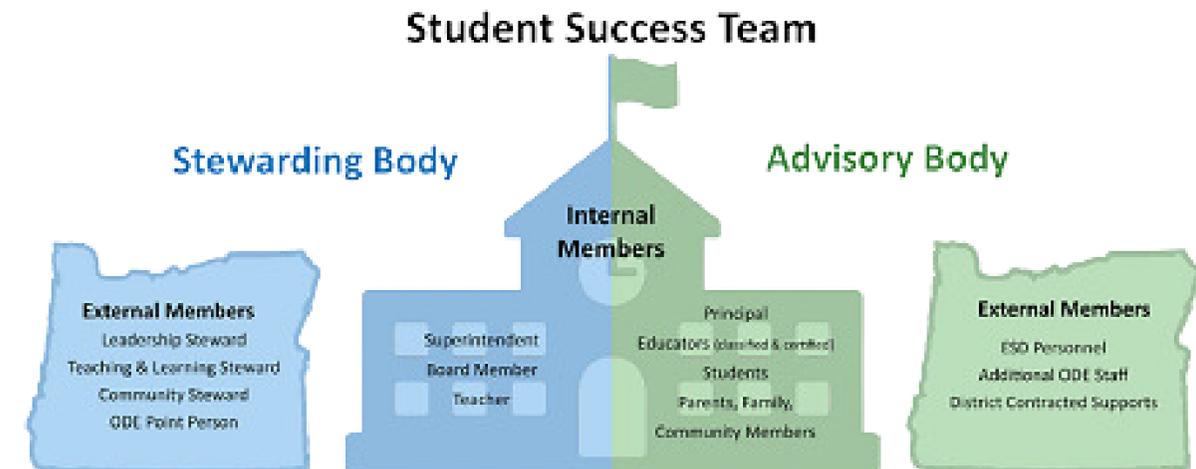
Intensive Program

We're excited to announce our partnership with the Oregon Department of Education's Intensive Program, dedicated to advancing equity, community engagement, and enhancing district systems. This collaboration promises additional grant-in-aid for NWCS D and participating districts, complementing existing ODE funding like the Student Investment Account resources. Spanning a minimum of four years, contingent upon progress, our joint effort aims to bring about positive change. This funding infusion empowers us to address crucial district needs.

Read More
Here



About the Student Success Team



The **Student Success Teams** form the backbone of the Intensive Program, consisting of two main bodies: the **Advisory Body** and the **Stewarding Body**. The **Advisory Body** offers guidance and advice to the **Stewarding Body**, directing their focus towards potential areas for recommendations. Comprising the superintendent, a board or community member, a teacher leader, and three steward contractors along with the ODE representative, the seven-person **Stewarding Body** formally recommends the allocation of additional grant-in-aid and Student Investment Account funding, ensuring effective utilization of resources.

Teaching and Learning

Every seven years, content areas for school districts select new material to use in classrooms as part of the Oregon Department of Education Materials adoption process.

2024 Curriculum Adoptions

Math Adoption

Elementary School–iReady Classroom Mathematics
Middle School–iReady Classroom Mathematics
High School–Reveal (McGraw Hill)

Dual Language Immersion Adoption

Amplify Caminos

English Language Proficiency Adoption

- Elementary School
Integrated–Wit & Wisdom
Designated in DLI classrooms–
Amplify CKLA
Newcomers–Get Ready!
- Middle School
Integrated–Amplify
Newcomers–Get Ready!
- High School
Designated–Perspectives
Newcomers–Get Ready!

2023 Curriculum Adoption

Our English Language Arts curriculum was adopted last year. This year, the Language Arts Curriculum Leadership Team worked to identify common assessments and support shifts in instructional practices so that assessments inform instruction and provide opportunities for reteaching and extension.



Athletics

Zoe LeBreton: Volleyball, Second Team All State

Amyrah Hill: Girls Soccer, Second Team All State

Hulises Najera: Boys Soccer, Second Team All State

Anthony Jara: Football, All State Honorable Mention

Connor Sam: Football, All State Honorable Mention

London Leitz: Football, All State Honorable Mention Punter

Henry Begay: Basketball, All State Honorable Mention

Tyson Long: Cross Country, District 5K Champion

Alaina Casady: Cross Country, District 5K Champion

Sam Shaver: Baseball, Tri-Valley Pitcher of the Year & Second Team All State

Will Booth, Nolan Donovan, & Avery

Schwartz: Baseball, Third Team All State

Jeilane Stewart: Softball, Tri-Valley Conference Player of the Year

Jeilane Stewart, Maddie Brock and Zoe LeBreton: Softball 1st team All-State, with several others receiving second team, third team, and honorable mention all-state honors.

Alaina Casady: Track & Field, 3rd Place State 1500m

Julian Morehouse: Track & Field, 3rd Place State Pole Vault

Tri-Valley Conference COACH OF THE YEAR

*Girls Soccer: Colby Tonn
Cross Country: Jill Pearson
Volleyball: Teresa Morris
Baseball: Pat Clark
Softball: Lindy Macnab*

10

Riverhawks senior student-athletes signed to continue their education and athletic careers at post-secondary institutions.



2023-2024 Team Achievements

Fall

Football: 4-5 (one win shy of reaching the postseason for the first time since 2019), multiple all league selections.

Volleyball: 14-10 overall, second in Tri-Valley Conference, Academic All-State with a 3.78 team GPA, won a first round playoff game at Pendleton, reached Elite 8 of the State Tournament, multiple all league selections. Zoe LeBreton selected as second team all state.

Girls Soccer: 10-3-2 overall record, finishing ranked #6 in OSAA, First-ever Tri-Valley Conference Championship, reached quarter finals for the first time in program history, Academic All-State with a 3.10 team GPA, multiple all league selections.

Boys Soccer: 10-3-3 overall record, finishing ranked #8 in OSAA, First-ever appearance in State semifinals, multiple all league selections.

Cross Country: Boys team placed 3rd at the State Meet, Girls placed 4th. Girls won the Tri-Valley Conference XC Championship, with Tyson Long and Alaina Casady each winning individual district championships, Boys team was Academic All-State with a 3.34 GPA, Girls team was Academic All-State with a 3.57 team GPA.

Winter

Boys Basketball: 7-17 overall, earned a berth into the 4A Boys Basketball Play-in game; Academic All-State with a 3.52 team GPA, several all league selections.

Girls Basketball: 9-14 overall, earned a berth into the 4A Girls Basketball Play-in game; Academic All-State with a 3.76 team GPA, several all league selections.

Boys & Girls Swim: Performed well at districts, and placed in all qualifying events; Academic All-State with a 3.49 team GPA for boys, Academic All-State for the girls with a team GPA of 3.64.

Wrestling: Finished with the largest team roster since pre-COVID. Had two state placers for the first time in almost a decade.

Cheerleading: Finished 2nd at the 4A State Cheer Championship for Small School competition, Kris Vassar was nominated for OCCA State Coach of the Year;

Spring

Baseball: Finished 21-8 overall, ranked #7 in OSAA rankings, winning the Tri-Valley Conference championship; made it to the quarterfinals round for the second year in a row

Softball: Finished 21-3 overall, ranked #2 in OSAA rankings, winning the Tri-Valley Conference championship for the second straight season.

Boys & Girls Track & Field: Qualified multiple athletes for state. Boys team earned Academic All-State with a 3.15 team GPA, while the girls team also earned Academic All-State with a team GPA of 3.63.

Boys & Girls Tennis: Both teams qualified doubles teams for the championship round of district tennis, with the girls placing 5th.

Boys & Girls Golf: Both teams qualified for district tournament play.

Facilities

We are currently in the process of renewing our **District Facilities Assessment and Long Range Facilities plan**. The main objective of the facilities condition assessment is to measure the level of deferred maintenance, estimated repair cost or replacement and functionality of a building, as well as whether its equipment is suitable and appropriate for intended functions. We anticipate wrapping up this process early this fall.

Project Highlights



Playground fencing was installed at Dry Hollow and Chenoweth Elementary Schools to help better secure our play spaces. This project was possible thanks to materials donated from Sodexo.



Our crews worked to install a French Drain system and four 10-foot wells on Amaton field to drain standing water that has been accumulating due to a natural spring on the site. The system is now pumping out between 30 and 60 gallons of water every minute.



Happy Birthday Colonel Wright!

Colonel Wright turns 100

September 2024

Be on the look out for celebratory events coming this next school year!



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School Site	Acres
Colonel Wright Elementary	2.76
Columbia View Drive	35.73
Columbia View Drive	64.02
District Office	4.37
Chenowith Middle School	15.78
Dry Hollow Elementary	13.75
Heritage Loop	0.10
Quinton St. Ballpark	5.90
The Dalles High School	7.27
The Dalles Middle School	13.82
Thompson Track	9.53
Wahtonka/Chenowith Elementary	30.75
Transportation/Maintenance Office	1.89

*****Surplused**

SOLD! In 2023

***The district conducted a market value analysis in 2023 on several properties, including the previously surplused portion of the district owned acreage on Columbia Heights. Funds from the sale of this property would be added to the Capital Improvements Fund to supplement project budgets in schools across the district. We are currently in the formal process of dividing this property with the County so that it can be listed for sale.

District Properties

Transportation

143,140

home to school miles driven

65,584

miles traveled to athletic events and field trips

67 hours

driven each day

42

average riders per bus



School Highlight:



Innovations Virtual

*Join us in shaping the future of education,
one virtual classroom at a time!*

From Kindergarten through High School Graduation, Innovations Virtual offers a comprehensive, fully online pathway for students seeking a dynamic and flexible learning experience. Whether you're a parent looking for a flexible schooling option or a student with unique learning needs, Innovations Virtual provides the support and resources you need to thrive academically.



Students of Innovations Academy and Innovations Virtual are welcome to join D21 athletics at both the middle school and high school levels.

Safe Routes to School

Safe Routes to School (SRTS) is a grant funded program that aims to improve, educate, or encourage children safely walking (by foot or mobility device) or biking to school. All three elementary schools participated this year with a total of **82 walkers!**



After School Academy



The After School Academy (ASA) is a grant funded, afternoon academic and enrichment program for D21 students, supporting the whole child and helping them reach their highest fullest potential.

Our programming is a mix of academic enrichment, physical movement enrichment, STEM activities, and life skills enrichment with our community partners. This year our program served **63 elementary students and 37 High School students.**

Nutrition

North Wasco School District 21 has requalified participation in the Community Eligibility Provision. This covers the period of four school years starting on July 1, 2024, and ending on June 30, 2028.

This means that all NWSD21 students will continue to receive FREE breakfast and lunch.

Meal count:

Year to Date: 399,143

Last Year: 368,189

 30,954 meals.



Community Partners

City of The Dalles Police Department

Columbia Gorge Community College

Columbia Gorge ESD

Columbia River Inter-Tribal Police Department

Mid-Columbia Center for Living

Mid-Columbia Children's Council

Mi-Columbia Fire & Rescue

The Next Door

YouthThink

Oregon Department of Forestry

Oregon State Police

OSU Extension Office

The Dalles Community Backpack Program

Wasco County Public Library

Wasco County Juvenile Department

Wasco County Sheriff's Office

Community-Based Programs Supports

The Therapeutic Learning Center (TLC) program is a day treatment program operated in partnership with The Next Door Therapeutic Learning Center (TLC) and operated at Chenoweth Elementary School.

The Larkspur Program is a day treatment program operated in partnership with Trillium Family Services based out of the Wahtonka Campus. This program offers two classrooms and currently serves elementary students grades K-5.

NWCSD also partners with both The Next Door and the Mid-Columbia Center for Living to provide school-based mental health counseling in all schools.



EDUCATE. MOTIVATE. GRADUATE.

Contact Us

Chenowith Elementary School:

(541) 506-3350 / fax: (541) 296-1316
922 Chenowith Loop
The Dalles, OR 97058

Colonel Wright Elementary:

(541) 506-3360 / fax: (541) 298-6145
610 West 14th
The Dalles, OR 97058

Dry Hollow Elementary:

(541) 506-3370 / fax: (541) 298-6171
1314 East 19th Street
The Dalles, OR 97058

**Innovations Academy &
Innovations Virtual:**

(541) 506-3410
3601 W 10th Street
The Dalles, OR 97058

Mosier Community School:

(541) 478-3321
1204 First Avenue, PO Box 307
Mosier, OR 97040

The Dalles Middle School:

(541) 506-3380 / fax: (541) 298-1942
1100 East 12th Street
The Dalles, OR 97058

The Dalles High School:

(541) 506-3400 / fax: (541) 298-4964
220 East 10th Street
The Dalles, OR 97058



/northwascoschools



@nwascoschools



@NWCSD21

NORTH WASCO COUNTY SCHOOL DISTRICT

3632 W 10th St, The Dalles, OR 97058 Phone: (541) 506-3420



North Wasco County School District #21

School District Board of Directors

Board Motion for Action Item

BOARD ACTION

Date: ***July 25th, 2024*** Action Requested: ***Services Contract Approval to Conduct Community Engagement Audit***

DESCRIPTION:

The district is asking for approval to utilize \$27,993 from the Intensive Program grant-in-aid funding to contract with Public Consulting Group (PCG) to conduct a comprehensive assessment of our family/community engagement practices. This recommendation was brought forward by members of the Student Success Team and approved for funding by the group on 5/31/2024.

About the Assessment:

This assessment would look at 1) welcoming practices, how are we welcoming families as learning partners; 2) communication systems, how effective are our current practices and are they 2-way; 3) information systems; how are our systems aligned to link families to learning; and 4) parent empowerment, how are we creating opportunities for parents, families and caregivers to collaborate with us and lead. The assessments would take place at each of our 7 schools and involve surveys, walk throughs, analysis of communication tools, and communication with various people. From this, we will receive a comprehensive report with which we can work with our community to co-design: 1. A multi level plan to engage different aspects of the community using a range of tools. 2. A professional development plan to support us in effectively implementing this plan.

ACTION:

I move to approve the services contract with Public Consulting Group (PCG) for \$27,993, utilizing the Intensive Program grant-in-aid funding as approved by the Student Success Team in May 2024.

3632 West 10th Street, The Dalles, OR 97058
541-506-3420 Fax 541-298-6018

“The North Wasco County School District is an equal opportunity educator and employer.”

SERVICES AGREEMENT

This Services Agreement (“Agreement”) is entered into by and between North Wasco County School District (“CLIENT”) and Public Consulting Group LLC (“PCG”) as of July 15, 2024 (“Effective Date”).

WHEREAS, CLIENT is seeking a Community Engagement Assessment; and

WHEREAS, PCG possesses professional skills that can assist CLIENT; and

WHEREAS, CLIENT wishes to engage PCG as an independent contractor to perform these services for CLIENT;

THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, PCG and CLIENT hereby agree as follows:

1. Description of Services.

- a.** PCG will provide the professional services assigned by CLIENT and more fully described in Attachment A (the “Contracted Services”). PCG acknowledges and agrees that time is of the essence in the value of the Contracted Services, and shall render such Contracted Services in a prompt and diligent manner.
- b.** The parties may expand the scope of this Agreement to include other products or services offered by PCG, and to specify rates of payment for such products or services, by means of written amendments to this Agreement.

2. Term. This Agreement will be effective from the Effective Date through June 30, 2025, unless this Agreement is terminated earlier pursuant to Section 4 or extended by written agreement of the parties. Unless otherwise specified by CLIENT in writing, PCG shall provide the Contracted Services for the full duration of this Agreement.

3. Compensation. CLIENT shall compensate PCG pursuant to the provisions contained in Attachment B and this Section 3, and unless the parties agree otherwise in writing, shall not pay PCG any other benefits, expenses, or compensation.

- a.** CLIENT shall compensate PCG within 30 days following the receipt of itemized billing statements from PCG that satisfactorily describe the hours and dates that PCG performed the Contracted Services, the services performed, and any expenses incurred.
- b.** Upon termination of this Agreement for any reason, PCG shall be entitled to receive compensation for Contracted Services satisfactorily provided prior to the effective date of termination.

4. **Termination.** This Agreement may be terminated immediately by either party following a material breach of this Agreement and a failure to cure such breach within 10 business days after written notice. Termination of this Agreement will not discharge the obligations of the parties with respect to the protection of Proprietary or Confidential Information.
5. **Notices and Contact Persons.** Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective upon any of the following: (1) when delivered personally to the person designated below to receive notices for the party (the party's "Contact Person"); (2) when e-mailed to the party's Contact Person at the e-mail address listed below with an acknowledgment of receipt; or (3) five days after being deposited into the United States mail (either certified mail with return receipt requested, or first class postage prepaid), addressed to the party's Contact Person at the address set forth below. The individuals listed below shall serve as each party's Contact Person for purposes of this Agreement unless the party replaces the Contact Person by written notice to the other party as required by this Section:

For PCG:

Anna d'Entremont
 Associate Manager, Education Strategies

 Public Consulting Group LLC
 148 State Street, 10th Floor
 Boston, MA 02109
 adentremont@pcgus.com

For CLIENT:

Stephanie Bowen
 Director of Communications &
 Community Engagement
 North Wasco County School District
 3632 West 10th Street
 The Dalles, OR 97058
 bowens@nwasco.k12.org.us

6. **Relationship of the Parties**

- a. The parties agree that PCG is an independent contractor, and that neither it nor any of its employees is an employee, agent, partner, or joint-venturer of CLIENT.
- b. PCG shall secure and maintain all insurance, licenses, and/or permits necessary to perform the Contracted Services. PCG shall be responsible for paying its employees, and for paying all applicable state and federal taxes including unemployment insurance, social security taxes, and state and federal withholding taxes. PCG understands that neither it nor its employees will be eligible for benefits or privileges provided by CLIENT to its employees. CLIENT shall deliver to PCG statements of income at the end of each tax year consistent with its independent contractor status.
- c. Except as may be otherwise provided in this Agreement, PCG has complete and exclusive authority over the means and methods of performing the Contracted Services, need not adhere to policies and procedures applicable to CLIENT employees, and may perform the Contracted Services according to its own schedule at its own offices or at any other location. PCG shall hire its own employees, use its own tools and equipment, and purchase its own supplies.

- d. PCG has no authority to and shall not purport to bind, represent, or speak for CLIENT or otherwise incur any obligation on behalf of CLIENT for any purpose unless expressly authorized by CLIENT.
 - e. At CLIENT's written request, PCG shall provide to CLIENT: (i) its federal employer tax identification number; and (ii) copies of any applicable business licenses.
- 7. **Record Maintenance.** With respect to all records of any kind that PCG acquires or creates for purposes of performing the Contracted Services, PCG shall not knowingly destroy records that are required to be preserved by law and shall maintain project records in an orderly manner.
- 8. **Insurance.** PCG shall maintain during the term of this Agreement such insurance, including general liability and worker's compensation insurance, as will fully protect both CLIENT and PCG from claims that may arise from PCG's performance of the Contracted Services.
- 9. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either party: (i) to one of its affiliates or subsidiaries; or (ii) in connection with a merger, consolidation, sale of all of the equity interests of the party, or a sale of all or substantially all of the assets of the party to which this Agreement relates.
- 10. **Subcontracts.** PCG may subcontract work under this Agreement to one or more of its affiliate companies.
- 11. **Proprietary or Confidential Information.** For purposes of fulfilling its obligations under this Agreement, one party (the "Disclosing Party") may convey to the other party (the "Receiving Party") information that is considered proprietary and confidential to the Disclosing Party.
 - a. "Proprietary or Confidential Information" is defined as information -- including but not limited to trade secrets, strategies, financial information, sales information, pricing information, operational techniques, software, and intellectual property -- that (i) has not been previously published or otherwise disclosed by the Disclosing Party to the general public; (ii) has not previously been available to the Receiving Party or others without confidentiality restrictions; (iii) reasonably would be considered confidential and proprietary notwithstanding the absence of any designation; or (iv) is not normally furnished to others without compensation; and which the Disclosing Party wishes to protect against unrestricted disclosure or competitive use. In addition, the term "Proprietary or Confidential Information" shall also mean all information or data, regardless of whether it is in tangible form, that is disclosed or otherwise made available by the Disclosing Party to the Receiving Party and designated as "confidential" or

“proprietary” by the Disclosing Party. Such designation shall be clear and in writing, either before the Proprietary or Confidential Information is disclosed or within a reasonable time afterwards. The term “Proprietary or Confidential Information” includes the original information provided by Disclosing Party as well as all copies.

- b.** Proprietary or Confidential Information does not include information that, without a breach of this Agreement, is (i) known to the Receiving Party without restriction when received, or thereafter developed independently by the Receiving Party; (ii) obtained by the Receiving Party from a source that is lawfully in possession of such information (other than the Disclosing Party) through no breach of this Agreement or any other confidentiality obligations; or (iii) in the public domain when received, or thereafter in the public domain through no fault of the Receiving Party.
- c.** The Receiving Party shall preserve Proprietary or Confidential Information securely and in strict confidence, exercising no less than the same degree of care used to protect the security and confidentiality of its own confidential and proprietary information, and in any event no less than reasonable care.
- d.** The Receiving Party shall use and disclose Proprietary or Confidential only for purposes of the Contracted Services. The Receiving Party shall not divulge any such Proprietary or Confidential Information to any employee who is not working on the Contracted Services, without the prior written consent of the Disclosing Party.
- e.** The Receiving Party shall not disclose the Proprietary or Confidential Information to any third party without prior written authorization from the Disclosing Party.
- f.** All Proprietary or Confidential Information shall remain the property of the Disclosing Party notwithstanding any disclosure under this Agreement. The Receiving Party recognizes and agrees that nothing contained in this Agreement nor the exchange of Proprietary or Confidential Information under this Agreement shall be construed as transferring or granting any right, title, interest, or license under any copyrights, inventions, or patents now or hereafter owned or controlled by either Party. The Disclosing Party does not grant the Receiving Party any express or implied right to or under the Disclosing Party or another party’s patents, copyrights, trademarks, trade secret information, or other proprietary rights. The Receiving Party shall not make, have made, use, or sell for any purpose any product or other item using, incorporating, or derived from any Proprietary or Confidential Information of the Disclosing Party.
- g.** If and to the extent that Proprietary or Confidential Information includes information that is confidential or proprietary to a third party, the Disclosing Party warrants that the disclosure does not violate any agreement with the third party or any rights of the third party, including any agreement or rights under the Health Insurance Portability and Accountability Act (“HIPAA”) and other federal or state

laws governing medical records, and shall indemnify the Receiving Party as to any claim against it by the third party or a government agency relating to such disclosure.

- h.** Rights and obligations under this Agreement shall take precedence over specific legends or statements that may be associated with Proprietary or Confidential Information when received.
- i.** The Receiving Party shall immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of its Confidential Information.
- j.** The Receiving Party shall not export, directly or indirectly, any U.S. technical data acquired pursuant to this Agreement, or any products utilizing such data, in violation of the United States export laws or regulations.
- k.** If the Receiving Party is requested or required to disclose Proprietary or Confidential Information pursuant to a subpoena or an order of a court or governmental agency having jurisdiction, the Receiving Party shall, prior to any disclosure of Proprietary or Confidential Information:

 - ii. Provide the Disclosing Party with prompt written notice of the existence, terms, and circumstances surrounding the legal or governmental request or requirement, no later than 2 business days after receiving it;
 - iii. Consult with the Disclosing Party on the appropriate response to the request;
 - iv. Cooperate with the Disclosing Party in its reasonable efforts to obtain an order or otherwise limit or restrict the disclosure of its Proprietary or Confidential Information that is subject to the legal or governmental request or requirement, at Disclosing Party's sole expense; and
 - v. Only after fully complying with the above steps, if disclosure of Proprietary or Confidential Information is still required, furnish only such portion of the Proprietary or Confidential Information as the Receiving Party is advised by counsel is legally required to be disclosed.
- l.** Upon termination or expiration of this Agreement, each party shall cease use of Proprietary or Confidential Information received from the other party. At the written request of the Disclosing Party at any time during this Agreement, or within 30 days of the termination or expiration of this Agreement, the Receiving Party shall promptly return all copies of such information in its possession, custody, or control, promptly furnishing the Disclosing Party with written certification of such return. If the Disclosing Party does not request the return of Proprietary or Confidential Data within 30 days of the termination or expiration of this Agreement, the Receiving Party shall destroy all copies of such information in its possession, custody or control and shall, upon the Disclosing Party's request, furnish the Disclosing Party with written certification of such destruction. If return or destruction is not practicable, the Receiving Party shall so notify the

Disclosing Party and shall keep such information secure and confidential in perpetuity.

- m.** The termination or expiration of this Agreement for any reason shall not discharge the obligations of the Parties with respect to the protection of Proprietary or Confidential Information set forth in this section.
 - n.** Other than as set forth in Section 11(g) above, neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement.
 - o.** This Agreement and its terms shall be treated as Proprietary and Confidential Information.
- 12. Intellectual Property.** Neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement. PCG guarantees that its use or creation of any intellectual property under this Agreement does not infringe upon the intellectual property rights of any third party.
 - 13. Conflicts of Interest.** The parties understand that PCG is not required to perform the Contracted Services on a full-time basis for CLIENT and may perform services for other individuals and organizations consistent with the limitations in this Agreement.
 - 14. Waiver.** The failure of a party to enforce a provision of this Agreement shall not constitute a waiver with respect to that provision or any other provision of this Agreement.
 - 15. Entire Agreement.** This Agreement (including the attachments) constitutes the entire agreement between the parties with respect to the subject matter of the Contracted Services, and supersedes all prior agreements and understandings, both written and oral. Notwithstanding the foregoing, any separate written agreement between the parties regarding the confidentiality and security of information exchanged or used by the parties for purposes of this Agreement shall be effective unless and until it is specifically terminated.
 - 16. Amendment.** This Agreement may be amended only by written agreement of the parties, signed by authorized representatives and referencing this Agreement.
 - 17. Severability.** If any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Agreement shall continue in full force and effect.
 - 18. Applicable Law and Venue.** This Agreement, and all other aspects of the business relationship between the parties, shall be construed, interpreted, and enforced under and in accordance with the laws of the Commonwealth of Massachusetts, without regard to

choice of law provisions. The parties also consent to the personal jurisdiction in its courts, agree that the state and federal courts of Suffolk County, Massachusetts shall have exclusive jurisdiction over the enforcement of this Agreement, and waive any objection to venue.

19. Miscellaneous

- a.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PCG DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE CONTRACTED SERVICES, WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE FOR SAID CONTRACTED SERVICES.
- b.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, SUCH DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS, EVEN IF THE OTHER PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. OTHER THAN A CLAIM BY PCG THAT CLIENT HAS NOT PAID COMPENSATION UNDER SECTION 3, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CLIENT TO PCG PURSUANT TO SECTION 3 OF THIS AGREEMENT DURING THE PRIOR TWELVE (12) MONTH PERIOD.
- c.** Each party agrees that they shall not at any time make disparaging statements or induce others to make disparaging statements, in any form, about the other party or any of its respective employees, officers, directors, products or services.
- d.** Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
- e.** The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement. nor the meaning of any provisions hereof.

- f. Each party acknowledges that they been provided with the opportunity to consult with and be represented by independent counsel in negotiating this Agreement. Each party represents that they have read and understand this Agreement and that they are freely and voluntarily entering into this Agreement in exchange for the consideration described herein. This Agreement shall not be construed in favor of or against either party by reason of authorship.

- g. Each individual signing below on behalf of a party hereby represents and warrants that they have full power and authority to enter into this Agreement on behalf of such party. Each party to this Agreement hereby represents and warrants that it has full power and authority to enter into this Agreement, that the execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

NORTH WASCO COUNTY SCHOOL DISTRICT

PUBLIC CONSULTING GROUP LLC



By:
Title:
Date:

By: Anna d'Entremont
Title: Associate Manager, Ed Strategies
Date: July 15, 2024

ATTACHMENT A CONTRACTED SERVICES

Pursuant to the terms and conditions of this Agreement, PCG shall provide the following Contracted Services:

PCG will provide North Wasco County School District (NWCSD) a comprehensive assessment of family and community engagement practices to better understand current practices and recommendations to improve engagement. PCG will review NWCSD:

- Welcoming Practices
- Communication Systems
- Information Systems
- Parent Empowerment

The goals and objectives of this work will be accomplished through the following tasks and activities.

Phase I: Project Launch and Planning

JULY-AUGUST 2024

Project Launch

Establishing a strong foundation is essential for any successful engagement. PCG will work closely with district leadership to identify and establish a close working rapport. Upon contract execution, PCG will facilitate a virtual kickoff meeting between PCG and district leadership to review project goals, timelines, and vision for the work.

PCG will provide a project work plan, which will act as a roadmap that encompasses high-level actions associated with each scope of service, assigned areas of responsibility, key deliverables, milestones, and the associated timeline. An initial kickoff meeting will be held as an opportunity to share the work plan and get executive team members on the same page. PCG will use this phase to plan for stakeholder engagement so that the survey and focus groups can commence in the fall with the start of the school year.

Project Management

PCG will apply three core principles in the delivery of this scope of work:

1. **Establish Transparent Goals:** Success begins with a clear understanding of the projects – why they exist, what they are meant to achieve, for whom, and by when. PCG team members are active listeners, avid consumers of information, and facilitators of structured discussions that result in a common understanding of the project goals by our team, our clients, and community stakeholders.
2. **Be Proactive, Focus, and Stay on Task:** Progress is maintained by thinking ahead, actively communicating, being collaborative, leading decisively, and accepting responsibility for outcomes.
3. **Deliver Results:** Success is realized when a project is delivered on time, within scope, and on budget – and we meet our clients’ expectations by shaping detailed strategies and plans that help ensure goals are met with quality.

Phase II: Discover

SEPTEMBER-OCTOBER 2024

In this phase, PCG will work to understand the current communication strategies and systems of NWCSO.

Evaluate Current NWCSO Practices

PCG will begin the analysis by gathering information, including data and documentation, from the Director of Communications and Community Engagement. This will include a review of communication strategies, current practices, information systems, and empowerment strategies.

To support this analysis, PCG will request and review materials to help understand NWCSO's current:

- Communication systems in use, including website, portal, newsletters, email campaigns, social media, in-person events, and alternative methods (mail, flyers, etc.)
- Communication system data analytics, including the volume, roles, and types of interactions stakeholders have with various modes of communication
- Communications content and how it connects to student learning and achievement
- Messaging around curriculum
- Community partner relationships
- School events and programming calendar
- Cultural celebrations and representations
- Staffing supports in place for vulnerable populations

Understanding Stakeholder Experience

PCG will collect feedback from the NWCSO community through a series of interviews/focus groups, a survey, and walkthroughs in the seven schools. The goal of this stakeholder engagement will be to hear directly from key groups (staff, parents, community members, and students) to understand what's working well and what challenges exist as it relates to engagement with NWCSO. A focus will be placed on understanding gaps that exist in reaching diverse communities, including Spanish-speaking, Hispanic and Latino, Native American, and migrant families. This feedback will help to inform recommendations related to effective communication tools and strategies. PCG will spend approximately three days onsite in the district to conduct school walk-throughs and meet with relevant staff and/or community members. PCG will work with NWCSO to identify the specific individuals and/or groups to meet with while on-site, and any virtual meetings that should follow.

Phase III: Report

NOVEMBER-DECEMBER 2024

Data Analysis and Report

Upon completion of the qualitative and quantitative data collection process, PCG will analyze and synthesize data to identify common themes that will serve to help shape recommendations. This analysis and recommendations will be compiled into a PowerPoint report to be shared with district leadership and the Student Success Team. PCG will work with NWCSO to ensure the findings are formatted to be accessible to the School Board, families, and community stakeholders through various channels. The goal of the assessment will be to give NWCSO useful information they can use to launch a community process to co-design:

- A multi-level plan to engage different aspects of the community using a range of tools;
and
- A professional development plan to support the district in effectively implementing the plan.

**ATTACHMENT B
COMPENSATION**

Pursuant to the terms and conditions of this Agreement, CLIENT shall compensate PCG as follows by each phase of work:

Scope of Work: Strategic Plan	Pricing
Phase 1: Project Launch and Planning	\$5,500
Phase 2: Discover	\$12,000
Phase 3: Report	\$10,493
Total Pricing	\$27,993

The work will be invoiced on a fixed-fee basis.



SCHOOL DISTRICT 21

**North Wasco County School District
Co-Curricular Participation Handbook
Grades 6 - 12**

Co-Curricular Participation Agreement

The following is an agreement between the North Wasco County School District and any student who participates in any athletic or co-curricular event. The co-curricular participation agreement will become effective upon signatures of both the student and parent/guardian. It will remain in effect year round and continuously during the course of the student's participation in co-curricular activities as well as any participation in summer co-curricular activities (i.e., training, practices, camps). Review of the agreement is important prior to signing.

Participation in North Wasco County School District's co-curricular programs is a privilege. Co-curricular participants are a select group of youth who represent the district's students. Students in co-curricular programs are ambassadors of the North Wasco County School District; many people see their actions and behaviors. Co-curricular participants must therefore understand the expectations for their conduct, as well as the consequences for violation of the standards set forth in this agreement. Any student who participates/competes in co-curricular activities will be held accountable for violations year round and continuously during the course of the student's participation in co-curricular activities. This rule will go into effect once the student and parent/guardian have signed the co-curricular agreement.

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PART 1-FOR THE COACH/ADVISOR

Mission Statement

To provide co-curricular, education-based athletics, and activities, which enrich the *holistic* educational experiences of students.

Section 1: Philosophy

First, the district emphasizes sportsmanship and participation. Above all else, the character of coaches/advisors and students comes first. The simplest definition of character is being a positive role model for the student through the mental and moral qualities distinctive to an individual.

Within that definition are five key behaviors:

1. Support the student's academic development.
2. Present yourself to the student as someone who promotes a healthy lifestyle.
3. Speak positively about the district, all coaches/advisors, students, parents, and officials and abstain from the use of profanity, sexual innuendo, demeaning or intimidating language or behavior.
4. Coach the student with positive feedback and constructive criticism while maintaining a safe and healthy environment.
5. Model and demand sportsmanship and positive participation from staff and students. The program should also model and develop loyal attitudes toward team, school and community, and demand proper social behavior of all.

Second, programs and facilities exist for student development. The community built them for that purpose. Coaches and activity advisors are the "custodians" of that investment. There is a responsibility to protect and enhance this investment to its highest degree.

Third, equity *is a foundational belief*. This district is committed to providing comparable programs for all *genders* and to modeling our belief that all school programs, including academics/athletics/activities, are valuable for young people.

Fourth, all coaches/advisors/volunteers must support the standards and policies adopted by the North Wasco County School District and the Oregon School Activities Association (OSAA) <https://www.osaa.org/> In that capacity, everyone is a "goodwill" ambassador for both organizations and will conduct themselves as such.

Section 2: Instructional Goals for the Student

Each program will be conducted so students receive instruction from the coach/advisor through a variety of instructional strategies.

Section 3: Athletic/Activity Program Standards

The district is committed to program quality. In its simplest terms, total program quality is evidenced by an honest and productive working relationship between the coach/advisor and the district that allows for team planning, mutual support, problem solving, and fair evaluations.

Within this setting, the district is committed to several program standards:

- Selecting qualified coaching and supervisory staff for each school sponsored event;
- Providing training for staff in response to new regulations, policies, and laws;
- Maintaining equipment and facilities in a safe condition;
- Providing equitable and accountable budgetary decisions;
- Evaluate the performance of coaches/advisors in accordance with job descriptions and program goals;
- Communicating directly with coaches/advisors on points of student, parent, and community concerns;
- Promoting the programs to the community;
- Developing and/or coordinating community-funding strategies for the programs, with help of coaching staff.

For the coach/advisor, the total program quality standards include:

- Support the district philosophy, mission, vision, and goals;
- Involvement in community fundraising and program work projects;
- Adherence to program rules and policies including enforcement of the student athletic/activity code;
- Acceptance and use of constructive feedback from the program administrator;
- Enthusiasm for the program.

Section 4: Student Eligibility

The school administration, district athletic director, and/or athletic department representative are responsible for determining the eligibility of students to participate in all programs. In OSAA sanctioned programs, the administration shall submit an eligibility report to OSAA prior to the activity's first competition. In the event the administration determines that a student is not eligible for an OSAA event, the coach/advisor must comply with the administrator's directions concerning that student. In events that are not under the auspices of OSAA, the administrator shall provide the coach/advisor with rules governing participation and the administrator shall be the final arbitrator of all participation questions. In addition, if events are not OSAA sanctioned, the district will use the same guidelines to determine student eligibility, such as middle school students. This is to create program consistency (Such as skiing at TDHS, MS sports, which are not governed by OSAA).

Coaches/advisors must comply with OSAA and NWCS Academic Requirements (See Section 21: Academic Requirements).

Section 5: Discrimination/Harassment

Equal educational opportunity and treatment shall be provided to all persons. No student enrolled in the district shall, on the basis of age, disability, national origin, race, religion or sex, sexual preference or gender identification be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity administered or authorized by the district.

Coaches/advisors are expected to educate students about the district's policy and to act proactively to maintain a discrimination-free environment for athletes. Due to district insurance policies, coaches and volunteers need to be eighteen (18) years of age. NWCS D recognizes that circumstances will arise where a coach/volunteer may need to drive a team or equipment with a district owned/rented vehicle. The driver must be twenty-one (21) years of age. In addition, the district shall provide a harassment-free student environment. Coaches/advisors are expected to educate students about the district's policy and to act proactively to maintain a harassment-free environment for students.

Harassment includes, but is not limited to:

- Intentionally harassing or annoying another person;
- Subjecting another person to offensive physical contact;
- Publicly insulting with abusive words or gestures in a manner intended to provoke a violent response;
- Subjecting another person, or their family, to threats of violence or physical harm;
- All areas above include social media posts.

Coaches/advisors are expected to know and support the district's non-discrimination and non-harassment policies. Coaches/advisors are expected to immediately intervene to stop any discriminating or harassing event and to report the event to the athletic director or other school administrator. If a coach/advisor is in doubt as to whether a situation or incident qualifies as discrimination or harassment, he/she should still report it.

Section 6: Contract Length

The length of any coaching/advisor contract is for the current season or one school year. The district makes the continuation of extra duty assignments annually. The district athletic director may elect to retain coaches/advisors who have been in the past program or may choose to open one, multiple, or all assistant coach positions, contingent upon funding and keeping with equitable processes among youth programs.

Section 7: Complaints Against Coaches/Advisors

It is understood by the nature of extra duty contracts that coaches and activity advisors perform duties in a public arena and thereby provide the community extensive opportunity to observe their performance. If a complaint is made to the district athletic director or other school administrator, superintendent, or board member about an extra duty coach or advisor, the complaint shall be referred to the supervisor/evaluator and the complaint should be resolved at the lowest possible level whenever possible. It is important that a coach or advisor be made aware of any complaints and has an opportunity to respond. Anonymous complaints will not be

heard and not be considered as part of any complaint process. All complaints regarding coaches or activity advisors will be resolved in the following order:

The NWCSO athletics chain of command will be observed in the following order:

1st - Parent/Guardian/Student to Coach

2nd - Parent/Guardian/Student to District Athletic Director and/or Building Principal

3rd - Parent/Guardian/Student to Superintendent (the Superintendent's decision shall be final)

Section 8: Parent and Student Appeals

The district encourages parents and students to appeal a rule if they feel it has been unfairly enforced or if there are extenuating circumstances. A parent/student appeal shall be in writing. Coaches/advisors are expected to consider such appeals and to reach an understanding or resolution of the issue with the parent and/or student. If resolution cannot be reached, the district athletic director and principal shall review the appeal, with final appeal to the superintendent whose decision is final.

Section 9: Requirements for Coaches/Advisors

All non-licensed and newly hired coaches/advisors must meet with the district athletic director to successfully complete the following requirements:

- District and OSAA guidelines regarding emergency first aid procedures and assigned Safe Schools training.
- Updated first aid card is required.
- Safe Schools training must at minimum include sexual abuse prevention and mandatory reporter training.
- All OSAA certification training, including Concussion Management, Steroid Awareness Training, Heat Acclimatization Training and Fundamentals of Coaching Education Program (through NFHS.org).
- Knowledge of the District Emergency Response Plan procedures pertaining to after-school events.
- Knowledge of the district's rules and policies as set forth in this Handbook and other documents provided by the athletic/activity director.
- Fingerprinting (to be arranged at the district office).
- Drug Screening
- Employment forms (to be generated from the district office).
- Type 10 certification, only if driving students to events or practices. (Volunteer/Paid coaches must be 21 years of age to drive a district owned/rented vehicle.)
- Any driver driving students/volunteers/coaches to events must have a driver's record and insurance review and an approved driver from the district office.
- OSAA/OHSCA/OADA Coaching Certification and Training
- With a need for certified coaches/advisors in the State of Oregon increasing, the Oregon School Activities Association, the Oregon High School Coaches Association, and Oregon Athletic Director's Association have developed a certification program for the coaches in the state. Certification is required of all coaches who are associated with any high school program.
 - Exception: A non-certified coach hired after the required date may coach with a certified coach for one sport season but would be required to satisfy the certification requirement prior to the beginning of the second sport season in any sport. Any other emergency exception must be authorized in writing by OSAA.

- Coaches/advisors may also apply to attend clinics to enhance their coaching through approval from the athletic director.

Section 10: Scheduling

The district athletic director will schedule all events. The district athletic director will work with head coaches to determine the best schedule for each sport. Head coaches are encouraged to submit ideas for non-league events. All official confirmation of events or change of events must have the district athletic director's approval. Coaches/advisors WILL NOT cancel games/events. Only the district athletic director can work in conjunction with other district officials and opponent's school officials to cancel/reschedule/postpone contests.

Section 11: Communications

Official program correspondence regarding athletics to students, parents, and the community must have prior approval of the athletic director. This includes but is not limited to (season calendars, team/program expectations, district approved electronic communication methods) Coaches are expected to assist individual students when asked for help in gathering information or applying for potential college scholarships related to their athletic/activity performance.

Section 12: Liability

Coaches/advisors/school staff/parents/volunteers are expected to report any program safety concerns that may endanger students or spectators as well as any violations of the rules/regulations governing athletics they believe may have occurred. Such concerns must be reported to the district athletic director immediately.

Section 13: Use of Facilities/Programs for Religious Purposes

School/district staff, coaches, advisors, volunteers, or parents are not allowed to lead students in prayer or other religious activities prior to or during any school event or at any school facility. Questions regarding religious activities should be presented to the district athletic director for answers.

Section 14: Event Officials

Only the district athletic director or their designated athletic department representative can secure officials/judges for school-sanctioned events. Coaches/advisors must report any issues with officials to the district athletic director. Any coach who is disciplined by an official (i.e., ejection, technical foul, red card) is required to notify the district athletic director within 24 hours of the action.

Section 15: Awards and Recognition

The following guidelines are designed to ensure a level of spirit and amateurism commensurate with high school athletics and activities:

- Each sport/activity will have an end-of-season recognition event with a major, positive emphasis on the student.
 - For sports, the school may select student(s) Athlete of the Year;
 - Each sport may recognize a Most Valuable Player, Most Inspirational Player, or other such designations;
 - The selected students may be recognized by a certificate or plaque.
- The district athletic director must approve all other individual or special team awards.
 - Examples of acceptable awards are rotating trophies, plaques, and pictures for trophy case display;
 - Examples of unacceptable awards are names on uniforms or warm-ups, gifts, or an award with extrinsic value.
- Any student recommended by the coach may be eligible for a varsity award, based on each program's team requirements to letter.
- Awards for students brought up for playoffs are at the discretion of the coach.
- A student will receive a chenille letter as a varsity award only once during their high school career.
 - Criteria for awarding varsity letters may vary among sports/activities;
 - Written criteria for each sport will be made available in writing, by each sport's head coach at a parent/team meeting before the start of the season.
- All other varsity awards will be in the form of certificates, sport emblems, and service bars.
- The official letter, with distinctive markings, may be awarded to the team manager on the recommendation of the coaches.

Section 16: Daily Practices

Daily practice is an expectation. Cancellation of any practice should be communicated in advance with the district athletic director.

Team Practices

- A coach is required to be present at all team practices, including when students are allowed to use the weight room, participate in "open gym", or at any other time a coach allows a student to use any school facility;
- There shall be no games, mandatory practices, equipment issue or any other athletic activities held on Sundays or holidays without administrative approval;
- No athletic practice of any kind can be held during school hours without administrative approval;
- There should be no individual or group practice unless a coach or faculty member is in attendance;
- Coaches are to remain in the activity or dressing room area until all athletes have left the premises;
- The condition and general maintenance of the dressing room is the responsibility of the coaches and athletes;

- Comply with the attendance requirements outlined in Section 22: Attendance Requirement

Section 17: Off/In Season Sports/Activity Policy

Due to some students having goals and expectations of themselves that go beyond a 'normal' three-month season in a particular sport, and they still enjoy the competition in other sports, the following policy guidelines are to be followed for students participating in more than one sport:

1. Coaches of both in-season programs are to be advised of the athlete's goal to manage both, and schedules of competitions and practices will be available to coaches of both sports and to parents;
2. All parties must come to a mutually agreed upon schedule;
3. The student **MUST** choose one of the sports as their primary sport for that season;
4. The student will not be allowed to participate in dual sports unless ALL parties (parents, student, coaches, district athletic director) have agreed;
5. If there are conflicts with games or practices, the primary sport will take precedence;
For Example:
 - a. If a student has chosen Soccer over Football as their primary and practice times are at the same time, the student will go to the soccer practice before attending the football practice.
 - b. If a student has chosen wrestling over basketball as their primary sport and there is a wrestling match on the same day as the basketball game, the student will attend the wrestling match.
6. The district athletic director will have final say on all unresolved issues;
7. School activities such as Drama, Band & Choir that utilize class time for practices, rehearsals, etc. will be exempt from the student choosing their primary activity;
8. Practices will arise after school when events become closer;
9. Coaches will be flexible in working with other activities so that students can prepare for those competitions;
10. During the school year, team sport coaches will only be allowed to work six (6) hours per week with their program, during the off season.

Moratorium Week

Moratorium week is a period scheduled by the OSAA in which NO coach is allowed contact with ANY athlete.

Dates for moratorium week will be posted annually on the district's website.

Off-Season Open Facility and Weight Room Policy

North Wasco County School District's major athletic emphasis is on IN-SEASON SPORTS, with ALL coaches encouraging the multi-sport athlete. Open facility activities are designed for those students who choose not to participate in the current season sports.

Weight Room:

The weight room will be available in the mornings, before school, and after school for TDHS and TDMS students if there is proper supervision. This will be an open facility. All team rooms are for

in-season sports only. Team rooms are closed to “out-of-season” students for security and supervision (safety) reasons. District staff or approved adult supervision is always required for any facility in the North Wasco County School District.

Summer Sports/Activities Programs:

The position of OSAA on summer activities is as follows: The Oregon School Activities Association recognizes that it does not have authority over Oregon’s high school students, personnel, facilities, and equipment outside the OSAA year with the exception of recruiting or when school practices may start. The responsibility for and control of summer activities rests with the local school district.

As a result, the following guidelines apply:

No student will receive preferential treatment as the result of participation in summer league or summer programs sponsored by coaches/advisors. Participation in a summer program is not a requirement for participation in any sport sponsored by the North Wasco County School District during the school year.

Commercial Summer Camps

Athletics: The OSAA Executive Board has determined that commercial summer camps do not properly come under the jurisdiction of the OSAA. The executive board recognizes the prerogative of parents to determine the activities of their children during the summer, non-school camps. This is strictly a volunteer choice of the parents, and in no way can a student be required to attend a commercial summer camp.

The OSAA year ends with Memorial Day weekend. Summer teams may begin competition immediately following Memorial Day, the first day after the end of the OSAA year.

Fundamentally, a student may participate in a summer recreational league in any sport with the following limitations:

- The student may not represent their school in any such program;
- The student may participate on a team composed exclusively of students from their own school, provided the team is in no manner sponsored by nor represents the school;
- The student may participate on a team composed of students from more than one school, provided the team neither represents nor is sponsored by a school.

Section 18: Facility Keys

Facility keys are issued to district personnel and cannot be loaned, duplicated, or transferred to any other person. Facility keys are solely to be used for their intended purpose. Inappropriate and/or unauthorized use of facility keys could result in disciplinary action, including termination. Lost/stolen keys must be reported to the district athletic director immediately. Keys will either be reissued or returned by any coach at the end of the season evaluation. Any keys not returned to the district will result in a \$150 rekey fee.

Section 19: Volunteer Coaches

If a head coach desires to have additional coaches involved in the program on a volunteer basis, the coach must first seek approval from the district athletic director.

The following rules apply when adding VOLUNTEER COACHES to programs:

- Candidates must be first approved by the district athletic director;
- Demonstrate knowledge and follow all district's rules and policies as set forth in the North Wasco County School District Athletic Handbook;
- Are subject to all rules and policies in the North Wasco County School District Athletic Handbook, as well as the evaluation of coaching performance by program head coach;
- Must submit a complete North Wasco School District Background Check Verification, and complete all other North Wasco County School District coaching and district required training;
- When the volunteer coach is not a licensed-certified coach, they MUST always be under the direct supervision of a district-approved coach when students are present. Direct supervision is defined as within sight and within normal voice contact;
- The volunteer coach must be certified through the NFHS Coaching Principles Course sponsored by OSAA;
- The district retains the right to utilize volunteer coaches and/or individual volunteers at its discretion. The district athletic director reserves the right to deny a volunteer coach and/or individual volunteer from volunteering in the athletics program;
- Due to district insurance policies, ALL coaches and volunteers need to be eighteen (18) years of age;
- North Wasco County School District recognizes that circumstances will arise where a coach/volunteer may need to drive a team or equipment with a district owned/rented vehicle. The driver must be twenty-one (21) years of age to be complying. Exceptions may be made for district employees with the approval of the athletic director;
- Any district approved volunteer must have a Type 10 certification and be an approved driver from the district office.

PART 2-FOR THE STUDENT/PARENT

Section 20: Conduct Expectations for Students/Parents

To the parent/guardian: This policy is written for the benefit of your student. Your student has indicated a desire to participate in co-curricular activities and/or interscholastic athletics and you have expressed your willingness to let them participate. Participation in co-curricular activities and/or athletics provides a wealth of opportunities and experiences which assist students in personal development. It should be recognized that involvement in co-curricular activities and/or interscholastic athletics is a privilege. A student who elects to participate in athletics/activities is voluntarily making a choice of self-discipline and commitment. As a result, involvement is conditional, as the health and safety and welfare of students must be our first priority. Good training habits and lifestyle are necessary to insure this experience. Failure to comply with the rules of training and conduct means possible disciplinary action. As parents/guardians, you are expected to adhere to district/OSAA/NFHS (National Federation of State High School Associations) sportsmanship and athletic policies.

Students who participate in athletics and extracurricular activities are expected to conduct themselves in a manner which reflects the high standards and ideals of their team, school, and community. High personal standards of conduct are expected at all times and individuals can attain maximum achievement and become positive role models for other students and members of the community. All students must be good citizens demonstrating good conduct at school and in the community before being allowed to represent the Dalles Middle School or Dalles High School at any home or away activity. Conduct, which is unbecoming of a student and is not listed in these regulations, may lead to disciplinary action up to and including suspension or removal from the team by a head coach and/or the district athletic director.

The Dalles is fortunate to have many dedicated and hard-working coaches on our staff. Each sport is allowed a specific number of coaches whose salaries are paid by the school district. The head coach of each sport is responsible for the entire program, and they work with assistant coaches to offer a quality program. The district is also fortunate to have several volunteer coaches who are parents, guardians and community members. Their contribution to the athletic program is vital and appreciated.

The athletic code as outlined in this handbook establishes minimum expectations for athletics for the current school year. The code will be administered by coaches in conjunction with the building administration. All participants in athletics in the North Wasco County School District are also governed by the rules/regulations outlined in the OSAA Handbook, North Wasco County School District's Rights and Responsibilities Handbook, and The Dalles Middle and High School Student Handbooks. All rules/policies/regulations apply to coaches and students who participate in district sponsored programs.

Section 21: Academic Requirements

The Academic Eligibility Policy for participation in extracurricular activities covers all those activities in which students compete against outside groups and/or perform before an audience. At present this includes: all sports teams.

The Oregon School Activities Association (OSAA) and the North Wasco County School District require that a student must be making satisfactory progress toward the school's graduation requirements as determined by the North Wasco County School District. Any exceptions to individual eligibility are defined in the Oregon School Activities Association Handbook, under Constitution Rules, Rule 8-1, 8-1-1, 8-1-2, 8-1-3, 8-1-4, and 8-2. The Oregon School Activities Association Handbook is on file in the athletic office and online at www.osaa.org.

The school board has adopted OSAA's academic eligibility requirements for schools on a trimester. A full-time student is one who is enrolled in and passing a minimum of five classes, and who during the immediately preceding trimester was enrolled, attended regularly, and passed a minimum of five classes. *PLEASE NOTE: While Middle School athletics are not governed by OSAA, the North Wasco County School District will oversee TDMS athletic programs and academic eligibility requirements in alignment with those at The Dalles High School. OSAA has further defined Rule 8.1.2., 'Satisfactory Progress Toward Graduation'. In addition to the specific credit requirements mentioned in Rule 8.1.1. to be scholastically eligible a student must also be making progress towards the school's graduation requirements by earning a minimum of the quantity of credits indicated below for the specified year.

The student must have passed 4 classes from the previous trimester while being enrolled in a minimum of 4 classes (OSAA standard). During the current grading period, students must be passing 4 classes and maintain a 2.00 grade point average (GPA) on a weekly basis. Pass/No pass grades do not calculate as part of a student's GPA for the purpose of this policy. The high school administration may grant exceptions. Any student with 2 or more Fs, NP (not passing) or I (Incompletes) grades will be determined ineligible until they show proof that their grades have been raised above the minimum standard.

In addition to the specific requirement identified in the previous paragraph, a student must be making satisfactory progress towards the graduation requirements by earning a minimum of the quantity of credits indicated below prior to the start of the specified year:

- Prior to 10th Grade: 4.5
- Prior to 11th Grade: 10.0
- Prior to 12th Grade: 17.0

If a student is ineligible at the beginning of the year due to having recorded too few credits to meet the 'Minimum Satisfactory Progress Requirements', the period of ineligibility covers the entire first trimester of the following school year. Students who participate in athletics must meet the above requirement at the end of each trimester. Students who do not meet the grade requirement at the end of the trimester will not be eligible until after successful completion of the next trimester. The district athletic director, along with all coaches, will work with teachers and counselors to monitor the progress of each student and ensure that all students who participate in athletics in the North Wasco County School District are meeting academic standards.

Any student who has an Individualized Educational Program (IEP) who has not met the OSAA academic standards due to their disability may still be eligible to participate if the student's multidisciplinary team determines that the student is making adequate educational progress towards meeting their goals and objectives.

Weekly Eligibility

North Wasco County School District understands that student academics come before co-curricular participation. The district athletic director or designee will issue a grade report at the beginning of each week to the coach for participating students. Any student failing more than one class each week will first be put on academic warning. The student will be allowed to participate for that week. If a student is failing more than one class in consecutive weeks (must be the same classes) then that student will become ineligible for participation in contests until that student is passing their class(es).

Appeals Procedure

Any student disciplined under the Athletic Training Rules or denied participation in athletics due to the Academic Eligibility Policy may appeal the decision. To appeal an athletic training or eligibility decision, the student must follow the procedures outlined in The Dalles Middle or High School Student Handbook in the section Code of Conduct under Student/Parent Grievance Procedure. **(See Section 7, NWCSD #21 Chain of Command for Appeals)**

Section 22: School and Practice Attendance Requirements

School Attendance Requirements/Violation Consequences

All participants in athletics are expected to be students first, therefore attendance at school is a prerequisite for student participation in contests or practice. Coaches will be given a weekly attendance report. The report will be run on the first day of school for that week and will use attendance data from the previous week.

The student must attend all class periods during the day of the activity, however the middle or high school administration may grant exceptions. The district athletic director will determine practice/participation based on the following criteria:

1. Three (3) or less unexcused PERIOD absences in the previous week will result in no penalty;
2. Four (4) to six (6) unexcused PERIOD absences in the previous week will result in the student athlete sitting out one practice for the current week;
3. Seven (7) to nine (9) unexcused PERIOD absences in the previous week will result in the student athlete sitting out two practices for the current week;
4. More than ten (10) unexcused PERIOD absences in the previous week will result in the student athlete sitting out of all practices and activities including contests for the current week;
5. Permission from a physician and athletic department trainer for return to play protocols is required before a student athlete may return to practice after an injury or severe illness;
6. School-related activities or appointments with prior approval by the administration do not fall under this requirement;
7. More information pertaining to attendance can be found in the school's parent/student handbook;
8. Extenuating circumstances may be reviewed and determined by the district athletic director (e.g., doctor, funeral).

Parents are encouraged to call the school's attendance office whenever they are concerned about their child's attendance. Students will have 24 hours from the point of absence to be excused by the parent or guardian. Failure to do so will result in suspension from the next athletic contest.

Practice Attendance Requirements/Violation Consequences

First Violation (1 -3 Unexcused Absences)

The student will be suspended for the next athletic contest or extra-curricular activity. The parents will be notified. The student will be required to attend the contest and support the team, unless the athletic event requires the team to leave during school hours, in which the student will stay in class and not travel with the team.

Second Violation (4 Unexcused Absences)

The student will be suspended for the next two athletic contests or extra-curricular activities. The parents will be notified and required to meet with the district athletic director and coach

before the student can resume activities. The student will be required to attend the contests and support the team, unless the athletic event requires the team to leave during school hours, in which the student will stay in class and not travel with the team.

Third Violation (5 or more Excused and/or Unexcused Absences)

The student will be removed from the team for the remainder of the season.

Section 23: Athletics/Activities Code of Conduct and Expectations

Rules of Student Conduct for Participation

The following rules are in addition to all other North Wasco County School District policies, procedures and rules relating to student conduct.

These rules apply to all North Wasco County School District students:

- The student will not be present in an alcohol or drug situation. The student will not be present where alcohol or other drugs are being consumed, distributed, or given away. No student shall attend or remain at parties or other functions where alcohol, drugs, or tobacco are being used contrary to the provisions of Oregon Law. When a student discovers that alcohol and/or drugs are being used illegally they shall promptly remove themselves from the premises. The observation of district staff, investigative evidence, the report of a police officer and/or admission of a violation by a student is sufficient evidence for disciplinary action;
- The student will not be in possession of alcohol, drugs, or drug or vaping paraphernalia;
- The student will not use and/or consume or take in alcohol, tobacco, nicotine, THC, vape pen products or other drugs. An exception to this rule may be made at the principal and/or district athletic director if consumption is related to a religious observance;
- The student will not participate in any unlawful or criminal activity including, but not limited to:
 - Theft
 - Willful destruction of private or public property
 - Fighting or physical assault
 - Participate in initiation, hazing, or intimidation of another student
 - Make threats of violence or commit any type of harassment
 - Possess, consume, or distribute alcohol or other drugs
 - Possession and/or distribution of illegal drugs, alcohol or tobacco products
 - In addition, no student may be involved in the abuse of or illegal distribution of legal drugs (prescription medications, steroids, cough syrup, asthma inhalers, inhalants, etc.)
 - Unlawful or criminal activity
- The student will not violate any North Wasco County School District policy, procedure, or rule relating to student conduct.

Discipline for Violation of Rules of Student Conduct

Students who are found to be in violation of the rules above will be disciplined as follows:

1. First Offense:
 - ✓ Presence at Alcohol and/or Drug Situation

- The student will be placed on probation by their coach in accordance with team or club rules and complete a drug and alcohol education program approved by the principal. The education program will be a minimum of four hours in length.
 - Report of the incident will be made to law enforcement.
 - ✓ Possession or Consumption of Tobacco, Alcohol, THC, Drugs, or Paraphernalia (including Anabolic Steroids and Performance Enhancing Drugs)
 - The student will be suspended from participation in all co-curricular activities for three weeks (21 days) or three contest days, whichever is greater.
 - The student will submit to a drug and alcohol assessment and/or treatment at the student's expense.
 - The student will be suspended from participation in and attendance at all co-curricular events for three weeks (21 days) or three contest days, except for sports practices.
 - The student will be referred to law enforcement.
 - ✓ Unlawful or Criminal Activity
 - The student's conduct and the nature and seriousness of the offense will be reviewed to determine whether the student should be eligible to continue to participate in co-curricular activities.
 - The student will be suspended from participation in all co-curricular activities for three weeks (21 days) or three contest days, whichever is greater.
 - The student will pay full restitution for any damaged or stolen property before they are eligible to participate in any future co-curricular activities.
 - The student will be suspended from participation or attendance at all co-curricular events for three weeks (21 days) or three contest days, except for sports practices.
 - The student will be referred to law enforcement.
2. Second and Subsequent Offenses
- ✓ Presence at Drinking Situation or Drug Situation. Possession or Consumption of Tobacco, Alcohol, THC, Drugs, or Paraphernalia (including Anabolic Steroids and Performance Enhancing Drugs)
 - The student will be suspended from participation in all co-curricular activities for six weeks (42 days) or six contest days, whichever is greater.
 - The student will submit to a drug and alcohol assessment approved by the principal and will complete the recommended treatment at the student's expense.
 - The student will be suspended from participation and attendance at all co-curricular events for six weeks (42 days) or six contest days. If permitted to continue in the activity they will be allowed to practice an adequate number of days prior to the first eligible contest to meet Oregon School Activities Association practice requirements.
 - The incident will be reported to law enforcement.
 - ✓ Unlawful or Criminal Activity
 - The student will be suspended from participation in all co-curricular activities for eight weeks (56 days) or eight contest days, whichever is greater.
 - The student will pay full restitution for any damaged or stolen property they are eligible to participate in any future co-curricular activities.
 - The student's conduct and the nature and seriousness of the offense will be reviewed to determine whether they should be eligible to continue to participate in co-curricular activities. If permitted to continue in the activity they will be allowed to practice an adequate number of days prior to the first eligible contest to meet OSAA practice requirements.
 - The student will be referred to law enforcement.

✓ **Combination of Offenses**

- Any of the above-named offenses are cumulative, within the school year. Any combination of the above-named offenses will be determined to have compounding offenses.
- Students violating any items from Rules of Student Conduct for Participation section will be moved to second-time offenders.
- The student's conduct and the nature and seriousness of the offense will be reviewed to determine whether they should be eligible to continue to participate in co-curricular activities. If permitted to continue in the activity they will be allowed to practice an adequate number of days prior to the first eligible contest to meet OSAA practice requirements.

**Any out-of-school suspension will result in the student not practicing or playing or practicing in their sport/activity until the day they return to school. They will also be suspended for the next contest for accruing an out-of-school suspension.

**Suspensions will carry over from one sport season/activity to the next if the terms of the suspension have not been completed.

**Parents/guardians will be notified in writing by certified mail of the eligibility rules violations and consequences by the school administration. Every reasonable effort will be made to contact parents/guardians.

**Reinstatement of a student may be considered on a case by case basis by the district athletic director.

Self-Identification

If a student notifies the district athletic director of an addiction/problem, they will not be found in violation of this policy. The district athletic director will follow the self-identification process to help the student with an addiction/problem. At that point the student is still governed by the Co-Curricular Participation Agreement.

1. If drug paraphernalia, alcohol, tobacco, or other drugs (mood, mind-altering substances) are involved, the student will arrange and satisfactorily complete drug assessment and drug counseling. The drug assessment and counseling program used must be approved by the district athletic director.
2. To continue eligibility to compete in contests, the student must agree to a zero tolerance drug testing program at the district athletic director's discretion. The test used must be approved by the district athletic director.
3. The required costs are the responsibility of the student and parent/guardian.

Traveling Expectations for Coaches and Students

These are the expectations for all students while participating in co-curricular trips:

Bus Conduct/Expectations

1. All students will follow bus rules and directions of the bus drivers.
2. NO walking around while the bus is moving (stay in your seat).
3. NO putting coolers or anything else that can block the aisle at any time.

4. NO profanity.
5. NO student will sit in the far back two seats of the bus on either side. These will be reserved for at least one coach to sit and or baggage; coolers; etc.
6. Separate girls from boys if coed trip, girls in back, boys in front; and reverse if desired on return trip. A coach will sit between boys and girls when at all possible.
7. If there is more than one coach/advisor on a trip, please have one coach/advisor in the back, one in the middle, and one in front. If less than three have one in the back and one in the middle of the bus.
8. The bus driver will inform the coach one time if they feel students need to improve their behavior in any way. The coach is to address this immediately, while the bus is pulled over.
9. If behavior continues the bus will return to the school if on the way to the trip. If misbehavior occurs while on the way home, it will be determined if violators or the entire team will lose the privilege of participating in the next away contest.
10. Van or smaller vehicle trips will require students to follow the same guidelines, and supervision should be done from the back of the mini unless you are the driver.
11. Under no circumstances will coaches, student, or district personnel representing the district, schools, or athletic programs, be allowed into establishments where gambling, gaming, or alcohol consumption is allowed. This includes all overnight trips, tournaments, postseason play, etc.

Hotel Conduct/Expectations

1. At no time will non-team personnel be allowed in hotel rooms occupied by students or coaches.
2. All hotel room doors will be unlocked and propped open while in the room before bed check.
3. The "buddy" system is in effect for the duration of the trip. No one will be allowed in rooms alone or to be allowed to leave the hotel alone.
4. Any students left in rooms for a duration of two hours or more will be checked on hourly by coaches to ensure rooms are left unlocked, propped open, and the assigned students are in the proper room.
5. Students will not be allowed to leave the hotel room after final bed check without the coach's permission or without a coach or chaperone present.
6. Failure to abide by the above rules will result in failure to participate at a contest and the student will lose traveling privileges to any district sponsored activity until further notice and determination by the district athletic director.

Dress Code Expectations

The school dress code applies to all activities before or after school hours where a student is participating in any school district sponsored event. For example, all awards, banquets, and performance activities, and all public forums where you represent the school, such as school board, and community organization presentations.

Anti-Hazing/Harassment/Intimidation/Cyberbullying/Menacing Agreement for all students:

The North Wasco County School District is proud of their students and is dedicated to ensuring the safety of all students while participating in school sponsored athletic programs. These

guidelines have been established for students, parents and/or guardian approval before any student can represent North Wasco County School District in athletics:

- Students must refrain from any hazing, harassment, intimidation, cyberbullying, and menacing at all times.
 - **“Hazing”** includes, but is not limited to, any act that recklessly or intentionally endangers the mental health, physical health or safety of a student/staff member for the purpose of initiation or as a condition or precondition of attaining membership in, or affiliation with, any district-sponsored work activity, work group or work assignment, grade level attainment, (for example and not limited to: personal servitude, sexual stimulation/sexual assault, forced consumption of any drink, alcoholic beverage, drug or controlled substance, forced exposure to the elements, forced prolonged exclusion from social contact, sleep deprivation or any other forced activity that could adversely affect the mental or physical health or safety of a student/staff); requires, encourages, authorizes, or permits another to be subject to wearing or carrying any obscene or physically burdensome article; assignment of pranks to be performed or other such activities intended to degrade or humiliate regardless of the person’s willingness to participate.
 - **“Harassment”** includes, but is not limited to, any act which subjects an individual or group to unwanted, abusive behavior of a nonverbal, verbal, written or physical nature on the basis of age, race, religion, color, national origin, disability or sexual orientation.
 - **“Intimidation”** includes, but is not limited to, any threat or act intended to tamper, substantially damage, or interfere with another’s property, cause substantial inconvenience, subject another to offensive physical contact or inflict serious physical injury on the basis of race, color, religion, national origin, or sexual orientation.
 - **“Cyberbullying”** means the use of any electronic communication device to convey a message in any form (text, image, audio, or video) that intimidates, harasses, or is otherwise intended to harm, insult or humiliate another in a deliberate, repeated or hostile and unwanted manner under a person’s true or false identity.
 - **“Menacing”** includes, but is not limited to, any act intended to place a district employee, student or third party in fear of imminent serious physical injury. Athletes have a duty to not only refrain from hazing, harassment, intimidation, cyberbullying and menacing themselves, but also to report any suspicions or known violations of other athletes violating this policy. Reports of violations can be made to any District personnel. The initiation of a complaint in good faith about behavior that may violate this policy shall not adversely affect the student or result in retaliation in any way.

If a student is found or suspected to be in violation of this policy, the District will promptly investigate and notify the parent of the nature of the complaint involving their student. Discipline and due process procedures will be governed by District policies.

Equipment Resources

Each student will be responsible for all equipment checked out to them and for its return at the end of the season. Equipment or uniforms lost by a student will be paid for by the individual at the replacement value of two and a half times the cost of the lost item before participation in another sport or activity is allowed. This includes turning in fundraising materials, uniforms, team

materials, equipment, and any other material or resources which belong to the team.

Physical Examinations

Physical examinations shall be required for all students prior to participating in a sport. Examinations will be required during the student's freshman and junior years and for students new to The Dalles High School's athletics. Physicals will be required for sixth and eighth graders. A consent form must be signed by the parent or guardian of the participant and is available through the team coach or the district athletic director. These records will be filed with the district athletic director's office. For athletic participation, the student must have on file with the athletic department an up-to-date physical examination by a licensed health care provider prior to participation (a physical exam is good for two years).

Athletic Insurance/Release Form

No student may participate in athletic programs without proof of insurance coverage. If a student's parents or guardian have medical insurance, they are advised to check the policy or call the insurance company to see if the policy has any restrictions related to the student's participation in school athletics. For students whose families do not have medical insurance, insurance is available at parental cost. Student insurance application forms are available at the school office. A parent or guardian must sign the Assumption of Risk and Release Form for Athletic Participation (available through the team coach, or the district athletic director's office) and provide proof of insurance before the student will be allowed to participate in any athletic practice or competition.

Oregon School Activities Association Regulations

Students must comply with all Oregon Schools Activities Association (OSAA) and Oregon Department of Education (ODE) policies. These policies are available at the district athletic director's office.

- Sports or activities regulated by the OSAA must meet all eligibility requirements set forth by the OSAA;
- The OSAA requirements for attendance and academic standards can be found here www.osaa.org.
- The student and parent or guardian must sign the NWCSO co-curricular agreement prior to participating in any sport;
- Athletes with disabilities and in case of identified disabilities, OSAA guidelines will prevail.

Transgender/Non-Conforming Student-Athlete Policy

North Wasco County School District athletics programming adheres to the Transgender/Non-Conforming Student-Athlete policy set forth by the OSAA [OSAA Gender Identity Participation](#)

Other Athletic Participation Requirements

The following regulations pertain to athletic participation:

- In order to drop one sport and transfer to another, the student must receive written approval from both coaches and the district athletic director, provided the competitive season has not yet begun;
- Students removed from an athletic team because of disciplinary action may not turn out for another team in that season;
- Students who are cut from one sport during the try out period, may not join another sport in that season without the district athletic director approval.
- Students may not “try out” for a team after the tryout period has been completed and final rosters have been made.
- All students must meet academic requirements (see Section 21: Academic Requirements);
- Students are to exhibit appropriate behavior at all times. Violation of city and local ordinances may result in disciplinary action as listed in Section 23: Athletics/Activities Code of Conduct and Expectations;
- Students are required to be at every practice unless the coach has excused them prior to practice.
- Students must practice and condition sufficiently to prepare for a sport before being allowed to compete in that sport.
 - In accordance with OSAA policies, students turning out for football must have nine (9) days of practice prior to competing in a game.
- Students may not accept any articles or awards for athletic skills during the school year other than the school awards or OSAA sanctioned awards;
- Students must always maintain emotional control. Any displays of misconduct, unsportsmanlike actions, or use of profanity in practices, competition, or on campus, will result in disciplinary action;
- Optional Lay-Off: Athletes, working with coaches, may have up to one calendar week layoff between the end of a sport season and the beginning of a new sport season. Athletes must communicate to the appropriate coach their plan in exercising this option.

Section 24: Athletic Clearance

Students desiring to participate in athletics must obtain clearance from the district athletic director before participating in practice or activity. After presenting the necessary completed forms to the Athletic office, the athletic office issues the student a “Hawk Ticket” or a “Cat Card” to be taken by the student to the coach of their sport. If the student does not have a signed “Hawk Ticket” or “Cat Card”, they will not be allowed to participate in try-outs or practices, nor will any practices prior to the issued ticket or card count towards required mandatory practices to participate in contests.

The student must meet the following requirements before participation in competition is allowed and prior to issuance of the “Hawk Ticket” or “Cat Card”:

- Turn in ALL completed Athletic Participation forms (includes signed student/parent/guardian co-curricular participation agreement, insurance, and emergency contact information);
- Have on file with the athletic office, a copy of a current physical examination (required every two years). A medical update is required in alternate years;
- Meet academic eligibility standards (grades checked by school office);

- Have returned all equipment issued in previous sport(s) or have paid for item(s) not returned;
- Obtain a current student identification card.

Section 25: Team Selection/Cut Process

To provide a quality athletic program in which students can participate under optimum conditions it is sometimes necessary to limit the total number of participants on a team. The head coach, in cooperation with the district athletic director, will determine the participation limit for each team. Reasons for limiting the number of participants may include safety, funding, OSAA requirements, and the need to provide the best possible teaching/learning environment for students.

Choosing the members of any team is the sole responsibility of the coach of that team. The coach must choose the team members in conformity with the philosophy of the athletic program and in conjunction with the philosophy of the school district. The need for limitation of the number of participants on a team may vary from one sport to another. Criteria and procedure for the selection/cuts will be available in writing for students and parents prior to and during the first week of practice or tryouts. If a student is cut from a team, he/she will be informed in person by the coach in a timely manner.

Section 26: Channels of Communication

As parents or guardians, when your child becomes involved in the athletic program, you have a right to understand what expectations are placed on your child. This begins with clear communication from the coach of the student's team.

Communication you should expect from your student's coach:

- Philosophy of the coach;
- Expectations the coach has for students as well as all the participants;
- Locations and times of all practices and contests;
- Procedure should a student be injured during participation;
- Discipline resulting in the denial of a student's participation.

Communication Coaches expect from Parents or Guardians:

- Athlete absences need to be communicated to the coach as soon as possible;
- Concerns expressed directly to the coach during appropriate times, preferably from the student-athlete first;
- Notification of any schedule conflicts with at least 24 hours in advance;
- Specific concerns regarding a coach's philosophy and/or expectations;
- As a student becomes involved in the programs, students will experience some of the most rewarding moments of their lives. It is important to understand there also may be times when things do not go the way they expected. At these times discussion with the coach is encouraged.

Appropriate concerns to discuss with Coaches:

- The treatment of your child: Mentally and Physically;
- Questions asking how your child can improve;
- Concerns about your child's behavior or attitude;
- It is difficult to accept your child is not playing as much as you may have hoped. Coaches

are professionals and they make judgment decisions based on what they believe to be best for all students involved. As you have seen from the list above, certain things can be and should be discussed with your child's coach.

Other things such as those listed next, must be left to the discretion of the coach and/or are not appropriate to discuss:

- Playing time;
- Game strategy;
- Other student-participants

There are situations that may require a conference between the coach and the student and/or parent/guardian. Communication and discussions with coaches are encouraged. It is important that both parties involved have a clear understanding of the other's position. When these conferences are necessary, the following procedure should be followed to help promote a resolution to the issue of concern.

If you have a concern to discuss with a Coach, the procedure you should follow:

- A student can make a conference request in person, via email, by voicemail or by team designated communication platform;
- Call to set up an appointment with an onsite coach. Email is also effective in setting up an appointment;
- For any off-campus coaches, call the Athletic Office (541) 506-3449 to leave a message with the best time and place to reach you.

What can a parent do if the meeting with the coach did not provide a satisfactory resolution?

- Call and set up an appointment with the district athletic director to discuss the situation. The district athletic director may select any of the following procedures for a conference.
 - Student and District Athletic Director
 - Coach and District Athletic Director
 - Student, Parent/Guardian, and District Athletic Director
 - Student, Parent/Guardian, Coach, and District Athletic Director.
 - At this meeting the appropriate next steps can be determined.

PART 3-PROGRAM POLICIES/PROCEDURES/EXPECTATIONS

Section 27: Transfers Between School Districts

State law regarding school district residency requires that the district office handle all inter-district and intra-district transfers. A student becomes eligible when officially enrolled in his/her new school and the principal has filed the Eligibility Report and Transfer Certificate form and received approval for the transfer through the OSAA Executive Director ([OSAA Rule 8.6](#)).

Section 28: Undue Influence

Despite compliance with any of the other provisions of OSAA Rules, any student who attends a member high school because of undue influence is thereafter ineligible, and the high school is subject to the penalties set out in OSAA Rule 5-2. For purposes of this rule, "undue influence" is the attempt by any person (including but not limited to coaches, boosters, teachers, administrators) to induce the attendance of a student at a public or a private member school for

purposes of athletic participation.

Undue influence includes but is not limited to:

- Contacting a student with the intent of recruiting the student to a particular school for purposes of athletic participation;
- Promising employment or any other financial benefit to the student or any member of the student's family to induce the attendance of the student at a particular school for purposes of athletic/activity participation;
- Offering free transportation, inviting a student to attend practice or games, awarding any privileges, or consideration not offered to other members of the student body;
- It shall not be considered undue influence for authorized representatives of a private high school to contact students attending private feeder schools to request their attendance at the private high school or for authorized representatives of public high schools to contact students within that public high school's district attendance boundaries.

Section 29: Misrepresentation

Verified, purposeful misrepresentation, such as an incorrect address, or participating under an assumed name in any interscholastic content, shall make the student ineligible for the remainder of that sport season and for any additional period determined by the OSAA executive board. In addition, the school shall be subject to any further penalty under OSAA Rule 5 that the executive board may impose.

Section 30: Legal Guardian

Legal guardianship is to be determined by certified copies of court records. Under no circumstances will the taking out of guardianship papers for a student in athletics be tolerated as a device for avoiding the obvious letter and spirit of OSAA regulations. The district may accept, under conditions approved by the superintendent, power of attorney records.

Section 31: OSAA Year, Practice, Contests – Start/End Dates

The OSAA year shall start with the first day of practice for fall sports and shall end on Memorial Day; except for those individuals still competing in an OSAA sponsored activity. OSAA establishes official start times of each season, closing dates of regular season, and play-off schedules. Out-of-season, as defined by OSAA, will be the Tuesday after Memorial Day until the start date of fall sports practices.

Moratorium Week shall be posted on the district website as well as available on the OSSA website www.osaa.org. All school district practice and playing fields/gyms will be closed to activities.

Section 32: Sports Seasons

The North Wasco County School District offers a variety of sports and activities sanctioned by the OSAA. Pursuant to its authority under Article 5-2 of the OSAA Constitution, the OSAA executive board has adopted the following additional interpretations concerning sports seasons to provide further clarity of the OSAA Rules (add website link)

Fall sports:

- Cheer (HS/)
- Cross Country (HS/MS)
- Football (HS/MS)
- Soccer (HS)
- Volleyball (HS/MS)

Winter sports:

- Basketball (HS/MS)
- Swimming (HS)

- Wrestling (HS/MS)
- Cheer (HS/MS)

Spring sports:

- Baseball (HS)
- Golf (HS)
- Softball (HS)
- Tennis (HS)
- Track/Field (HS/MS)

Section 33: Contest Limitations

High school contest limitations are set by OSAA. Coaches must not exceed the maximum number of contests exclusive of play-offs.

Sport	Maximum Contests
Baseball	26
Basketball	24
Cross Country	12
Football	9
Golf	20 (9-hole rounds)
Soccer	14
Softball	26
Tennis	16
Track	12
Volleyball	18
Wrestling	14

Section 34: Practice/Conditioning

Limitation: The spirit of the practice limitation rule is that every school and participant shall have the same opportunity to practice prior to the first contest. As a result, schools may conduct practices and/or compete in contests only during OSAA sports seasons as specified in OSAA Rule 6.

Practice: Practice is defined as the involvement of individuals from a member school in any program, demonstration, instruction, or participation that is conducted in part (or in its entirety) by a person or a group of people who are to have been involved in the coaching of any of these athletes. It shall be a violation of the rule if there is any attempt to gather individuals or members of the same school team together to receive specialized athletic instruction from any person connected with the

participating athlete's high school. Attempts to circumvent the practice limitation rule by encouraging team members and potential team members to attend practice shall be considered a violation of this rule.

If a scrimmage or a workout involves exclusively students from one high school, it is practice. If a scrimmage or a workout involves anyone other than current students at the high school or middle school, it is viewed as an interscholastic contest and is subject to all rules pertaining therein. Alumni are not considered to be current students at the high school.

Conditioning: Conditioning is defined as a session where students work on physical fitness and conditioning by use of weights, running, and/or calisthenics. Conditioning does not allow for the use of sports equipment or apparatus specific to a given sport. Examples of some specialized sports equipment are shoulder pads, blocking dummies, charging sleds, balls, and/or implements related directly to an OSAA sponsored event.

ORS 339.250 specifically states that although laps and push-ups may cause pain or discomfort for some students, they are allowed as part of conditioning or training in physical education classes and extracurricular athletics. Pain from team practice or class activities is exempted from the definition of corporal punishment, but pain from activities used as punishment or discipline is not.

Section 35: Inclement Weather

If there is inclement weather, the superintendent or designee, of the schools involved, shall confer, and if it is determined that conditions are not safe, the contest shall be postponed to a later date. On days where school is canceled due to inclement weather, all athletic events, including practices, shall also be canceled. Usually, the contest is played only if it has a bearing on the representative(s) in that sport to the State Playoff series. If a State playoff contest is involved, the OSAA office shall take jurisdiction and make any decision rather than the schools involved.

Section 36: Ejection Policies

If a coach is ejected from a contest and that contest is forfeited, the incident must be reported to the OSAA office by the schools involved and by the contest officials. If a coach is ejected and the game is not forfeited, it is the school's responsibility to be certain that any person who assumes the coaching responsibilities in such a situation meets the requirements of that school district.

Ejection Policy – Ejected Student or Coach/Advisor

If a student or coach/advisor is ejected by an official for an unsportsmanlike act, both the district athletic director of the school of the ejected student/coach/advisor, and the commissioner of the officials shall notify the OSAA by email of the ejection by the next workday. Ejected coaches must leave the contest immediately and shall not be allowed further contact with team members for the duration of that contest.

It shall be the responsibility of the school to disallow the ejected student or coach/advisor from participating in the next scheduled contest. Should an ejected student or coach/advisor participate at the next scheduled contest and no appeal is pending, that action shall be considered use of an ineligible participant and shall result in forfeiture of that contest and other penalties as determined by the North Wasco County School District. In addition to OSAA sanctions, the North Wasco County School District may impose additional consequences up to and including dismissal from an extra-duty contract or a team. The head coach is responsible for notifying the district athletic director within twenty-four of the ejected coach or students.

Multiple Ejection of Individual Coach/Advisor or Student

A second ejection for an unsportsmanlike act during the same sport season will result in a six-game suspension for a coach/advisor and a 3 game suspension for a student. A third ejection for an unsportsmanlike act during the same season will result in disqualification from further participation during that sport season for the student and an immediate dismissal for the coach/advisor. The coach/advisor/student will pay any OSAA sanctioned fine for all ejections.

Physical Contact with an Official

Physical contact between a coach/player and an official shall be considered a gross act of unsportsmanlike conduct. In addition to the coach/player being ejected from a contest, the school or coach shall be fined up to \$1,000 depending on OSAA policy. In addition to OSAA sanctions, the North Wasco County School District may impose additional consequences up to and including dismissal from an extra-duty contract.

Section 37: Team Withdrawn From Contest

If a coach removes his/her team from competition prior to completion of that competition, it shall be considered a gross act of unsportsmanlike conduct (excluding gross negligence or perceived safety issues of the facility in which the event is being played). In such a case the school shall forfeit the contest and an administrator and the coach responsible for the action shall appear before the OSAA executive board at its next regular scheduled meeting.

Section 38: Athletic Camps And Team Meals

Athletic camps are permissible only during the defined sports season. Any group meeting for a sport outside the defined sports season during the OSAA year would be considered an athletic camp if any of the following criteria were met:

- Students, as a team, are housed and/or fed at the school.
- Students, as a team, are housed, and/or fed away from the school.
- Students, as a team, are taken on an outing such as to the mountains or to the beach.

NOTE: An athletic team may be fed during the season for a sport or immediately after the season (i.e., Awards Banquet). An athlete may not receive a free meal or any monetary compensation. However, if a coach were asked to bring an athlete with him/her to a service club luncheon or dinner or some similar function, this would not be a violation of the rule.

Section 39: Fundraising

Fundraising may be done by coaches or team(s) for the school athletic programs within the district's approved policies and administrative procedures ([NWCS Policy KMC-AR](#)).

Guidelines for Fundraising are available in the district athletics office.

Student fund-raising activities require that all school activity fund raisers must be pre approved by the superintendent or designee and supervised by the building administrator, district athletic director, and appropriate coach/advisor. Fund-raising projects involving the sale of products must be approved by the activity sponsor and by the principal before the activity is initiated. Solicitation of funds is expressly prohibited without the superintendent's consent. To protect members of the community from unauthorized persons raising funds in the district's name, a letter of introduction will

be provided to all persons authorized to raise funds for the district.

Practice time and school competition time is time dedicated for purposes other than fundraising. Any clinics held as fundraising by the coaches' community teams would not be scheduled at the same time or immediately before or after a scheduled school practice. The intent is not to force students to participate in a fundraising event as part of their practice session. Financial matters involving summer teams or recruiting of prospective players will not be dealt with during school practices or games. The school district will provide limited services (i.e., bookkeeping, mailings) to coaches' summer teams that are not available to all community youth sports programs. All money collected must be documented and submitted to the school secretary in a timely manner at the completion of the fundraiser. Door to Door solicitation must be done in groups of three or more and supervised by an adult. A player's inability to fundraise shall not preclude them from nor impact their eligibility to participate in co-curricular programming.

Section 40: Booster Clubs

The School District is fortunate to have a very active and generous Booster Club that supports 6 -12 athletics and activities. It is expected that all coaches will cooperate in every way possible to make its job easier. The coaches are encouraged to attend any Booster Club meeting. If a coach has any request of the Booster Club, it should be filed on the appropriate forms through the high school head coach of their sport or activity and the district athletic director. Together, they will then present to the Booster Club for final approval.

Section 41: Accident And Injury Procedures

The coach and district athletic director must maintain communication with the student's parent/guardian concerning injuries and record information concerning diagnosis and prognosis. In addition, within 24 hours after the injury, the student accident form must be completed and filed with the district athletic director. Students treated or seen by the athletic trainer must complete an injury report as trainers track such injuries for complications. The following guidelines apply.

Emergency Injuries, defined as immediate care or hospitalization, appear to be indicated.

- Procedures: Call 911 to request instructions. If possible, call the parent/guardian as to selection of doctor and/or hospital. A certified staff member must accompany the injured student to the doctor or hospital if the parent is not readily available.
- NOTE: If serious injury to head, neck or spine is suspected, do not move the injured person unless instructed by a doctor or assisted by ambulance attendants.

Serious Injuries, defined as any injury involving a fracture, loss of consciousness, or in any way rendering a student non-ambulatory.

- Head injuries having any noticeable effect upon the student, including dizziness, impairment of vision, etc.
- Neck, back or spinal injuries.
- Lacerations requiring suturing, disinfectant, or other treatment.
- Procedures: Apply necessary first aid at the time of injury. Immediately inform the head coach and school athletic/activity director and immediately phone or otherwise contact the student's parent/guardian. See the emergency athletic treatment information card coaches have on file.

Minor Injuries, defined as minor bumps and bruises that do not involve loss of school or practice time.

- Procedures: Apply first aid.

Section 42: Transportation/Out of District Events

The district athletic director or representative will make all arrangements for athletic modes of travel. School buses or other school transportation will be used on all trips unless unavailable. Commercial transportation will be used only when approved by the superintendent, or designee, and only when there is a special event such as a state playoff.

- Students will not be authorized to drive school transportation;
- Students must be transported to and from another school in compliance with the established District transportation procedures;
- Students must ride to and from the site of the athletic event or activity in school provided transportation unless the guardian has signed out in person with the coach, or written permission has been submitted at least twenty-four (24) hours in advance to the district athletic director for that student to ride home with someone other than their direct guardian;
- Students will not be allowed to travel to and from contests with coaches in their personal vehicle;
- Coaches are expected to accompany their students to/from all school-sponsored events and always remain with the students when away from home on an athletic trip;
- Students will not be allowed to travel to or from contests with any student driver under any condition.

Conduct of Traveling Squads

The coaches are responsible for all conduct and appearance of students under their supervision on traveling trips. Trips will not be scheduled if our school reputation is jeopardized by poor conduct.

When representing the North Wasco County School District while traveling, the following shall be observed:

- No loud or boisterous demonstrations in the bus or van;
- No shouting or making remarks from the windows of the bus or van;
- Shoes with metal cleats or metal tip cleats shall not be worn on school buses;
- All students must remain seated on the bus or van;
- It is the coaches' responsibility and duty to see that all representatives of school behave appropriately while under their jurisdiction and representing the school;
- When traveling, and not in playing uniforms, it is expected that all players and coaches will be attired in "publicly appropriate clothing."

Reservations and Travel Expenses

All hotel and meal reservation requests for athletic teams are to be made through the district athletic director's office by the coach in charge of the traveling team. All coaches are to present receipts for all expenses incurred for the athletic contest. All coaches are charged with the responsibility of providing phone numbers and addresses where they/students can be reached when away from home on an athletic trip.

Section 43: Usage/Scheduling Of District Athletic Facilities

The district's facilities usage will be coordinated through the district athletic director, building administration, and facilities department. North Wasco County School District fields and gyms are to be used for district events coordinated by the school administration, who consults with the district's facilities scheduler and district athletic director regarding community needs. If there is a shortage of facilities, lower priority programs will not be granted facility use.

The following is the priority given to all requests for the district's facilities:

- North Wasco County School District education programs;
- North Wasco County School District extracurricular programs;
- In-district youth programs. Request for facility or field use that involve students from that school building;
- The Dalles community youth programs. Request for facility or field use that involves students from other buildings;
- The Dalles community adult programs;
- Non-local youth programs.

District facility use may be denied for the following reasons:

- Lack of availability or priority program requires the use of the facility;
- Falsification of application;
- Violation of district policy (use of alcohol/drugs/tobacco, unsportsmanlike conduct, etc.);
- Degradation of facilities (intentional or unintentional);
- Any other reason for which a written notice has been provided and the situation has not been rectified;
- Violation of district policy or philosophy.

[NWCSD Premise Use Agreement](#)

Section 44: District Concession Facilities

The district athletic director will oversee the use of district concession facilities by the following groups, in order of priority:

- Associated Student Body (ASB)
- Booster Club
- Athletic team being serviced
- Any other district athletic team
- Sport-specific youth program
- Any other extracurricular program interested in fundraising

Section 45: Evaluation Of Coaches

All head coaches will be evaluated annually, and copies of all evaluation documents included in the employee's file. All coach evaluations will be completed before the end of that school year. The evaluation will be based on the individual's ability to perform the essential functions of the job as outlined in the specific job description and on the standards of performance described on the evaluation form. It is also expected that all those hired for extra duty will adhere to all board policies governing the North Wasco County School District.

It is the intent of the North Wasco County School District to attract and retain the highest caliber coaches and advisors to work with our young people. Extra duty contracts are annual in nature, and the district retains the right to reassign coaches based on district need as well as to reopen any extra duty contract at the conclusion of the season without cause. All mid-season or pre-season dismissals will provide appropriate due process according to state law/contract.

If an employee's actions while employed under the terms of an extra duty contract require administration intervention and correction, a progressive discipline approach will be used whenever possible. Documentation of each of the following steps will be provided both the employee and the personnel office:

- Verbal warning with email summary
- Written warning
- Dismissal

Posting Extra Duty Positions

All open extra duty positions will be posted for a minimum of seven days within the school district and may be posted and advertised outside the district. Every effort will be made by the district athletic director and the personnel office to recruit the best-qualified individuals for any extra-duty position that becomes vacant.

Hiring of Extra Duty Personnel

The North Wasco County School District is interested in high-caliber individuals to serve in extra-duty positions, individuals who have both technical expertise in their sport but also the proven ability and training to work successfully with young people. All in-district applicants will submit a letter of interest in any open coaching position. All letters of interest are to be submitted to the personnel office prior to screening and returned to the personnel office after selection is made. The district athletic director will notify all unsuccessful applicants. All out-of-district applicants will complete an application for extra duty position and will submit the names, addresses, and phone numbers of the required references.

Resignations

All written resignations are to be submitted to the district athletic director or personnel office.

Definitions

Advisor: The designated person who oversees directly any school-sponsored team, club, or activity which has criteria for participation, which identifies membership and conducts activities, contests, competitions, or events, which are outside of or in addition to regular curricular offerings.

Anabolic Steroids and Performance Enhancing Drugs: Illegal substances that are used to improve any form of activity performance in humans.

Athletics/activities: As used in this agreement means any sport/activity listed under the OSAA sports and activities including: band, baseball, basketball, cheerleading, choir, cross country, dance, football, golf, orchestra, soccer, softball, solo music, speech, swimming, tennis, track and field, volleyball, wrestling.

Co-Curricular: As used in this agreement, “co-curricular” means any school-sponsored team, club, or activity which has criteria for participation, which identifies membership and conducts activities, contests, competitions, or events, which are outside of or in addition to regular curricular offerings.

Days: As used in this agreement, “days” means days when school is in session or days when a contest, competition or activity takes place during a scheduled vacation, break, or weekend, including summer months.

District Representative and/or Designee: Athletics Office Secretary and/or administrator designated by the district athletic director to serve and/or make decisions in their absence or on their behalf.

Drug: As used in this agreement, “drug” means alcohol, narcotics, inhabitants, and any other chemical or substance which if used or misused has an intoxicating or mind-altering effect. An unlawful or illegal drug includes any drug not prescribed by a licensed medical practitioner for the person in possession.

Nicotine: A widely used stimulant and alkaloid that is naturally produced in the nightshade family of plants (most notably in tobacco).

Season: As used in this agreement, “season” is defined as the regularly scheduled events, activities, or contests, including state play-offs. In the case of class-related activities, a season will be an academic trimester.

Student/Participant: As used in this agreement means a student who wishes to participate under the following OSAA-sanctioned sports/activities: band, baseball, basketball, cheerleading, choir, cross country, dance, football, golf, orchestra, soccer, softball, solo music, speech, swimming, tennis, track and field, volleyball, wrestling.

Suspension: As used in this agreement, “suspension” means the student may not participate in or attend any co-curricular activities, nor may the student attend any district-sponsored activity or function held outside of the regular school day at or away from any district facility, except for those activities or functions which are required for a curricular class.

THC Products: Any product containing THC, or tetrahydrocannabinol, is the chemical responsible for most of marijuana's psychological effects.

Vape: Inhalations of vapor through the mouth from a usually battery-operated electronic device (such as an electronic cigarette) that heats up and vaporizes a liquid or solid.

Vape Pen: An electronic device shaped like a pen that is used to inhale vapor when vaping

Vape Products: An e-liquid is the liquid that is converted into an aerosol by an e-cigarette, or vaping, product. It is typically a mixture of water, food grade flavoring, a choice of nicotine levels, cannabis (THC, CBD), propylene glycol (PG) or vegetable glycerin (VG).

DRAFT

Co-Curricular Participation Student and Parent/Guardian Signature Page

Since research indicates a student involved in co-curricular activities has a greater chance for success during adulthood, these programs have been established. Your child will learn values such as hard work, time management, teamwork, sportsmanship, interpersonal relationships, honesty, and striving for success. Many of the character traits required to be a successful participant are exactly those that will promote a successful life after school. We hope the information provided within this booklet makes a more enjoyable, and a less stressful experience with the school athletic programs for both you and your child. With your help and positive support of the staff at The North Wasco County School District, the experience will be rewarding for all.

This is an agreement between the North Wasco County School District and any student who participates in any athletic or co-curricular event. The co-curricular participation agreement will become effective upon signatures of both the student and parent/guardian. It will remain in effect year round and continuously during the course of the student's participation in co-curricular activities as well as any participation in summer co-curricular activities (i.e., training, practices, camps). Review of the agreement is important prior to signing.

Student _____ *Date* _____

Parent _____ *Date* _____

**RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET
AND MAKING APPROPRIATIONS WITHIN THE
STUDENT INVESTMENT ACCOUNT FUND**

RESOLUTION 24-25-02

Whereas, When the budget of North Wasco County School District 21 for the 2024-25 school year was adopted additional revenues were not anticipated, and;

Whereas, the District has received additional approvals for expenditures within the Student Investment Account, and;

Whereas, the District did not budget sufficient revenue nor expenditures to recognize the effect of these transactions

Therefore, be it resolved, that the additional amounts for the fiscal year beginning July 1, 2024, for the purposes shown below are hereby adopted and appropriated:

Within the Student Investment Account Fund

251 - STUDENT INVESTMENT ACCOUNT FUND REVENUE

Grant awards	\$ 850,560
	<u>850,560</u>
Total Revenue	\$ <u>850,560</u>

251 - STUDENT INVESTMENT ACCOUNT FUND EXPENDITURES

Instruction	\$ 39,769
Support services	<u>810,791</u>
	<u>850,560</u>
Total Expenditures	\$ <u>850,560</u>

Adopted this 25th day of July, 2024.

David Jones, Board chair

Randal Anderson, CFO

NORTH WASCO COUNTY SCHOOL DISTRICT

Balance Sheet

June 30, 2024

Balance Sheet	General Fund	Federal Grants	All State Grants	Local Grants	Special Revenue	Reserve Funds	Nutrition Services	Debt Service	Capital Projects	District Totals
ASSETS:										
Cash & Investments	4,130,215	(724,838)	(231,365)	186,651	516,664	331,721	217,500	8,529	118,947	4,554,025
Accounts Receivable	2,789,341	5,545	(2,824)	23,667	-	-	-	-	-	2,815,729
Inventory/Prepaid expense	16,314	-	-	-	-	-	15,135	-	-	31,449
Total Assets	6,935,870	(719,293)	(234,189)	210,318	516,664	331,721	232,635	8,529	118,947	7,401,203
LIABILITIES:										
Accounts Payable	2,014,922	-	-	-	-	(2,013)	-	-	-	2,012,909
Payroll Liabilities	1,847,932	-	-	-	-	-	-	-	-	1,847,932
Deferred Revenue	498,560	-	-	-	-	-	16,201	-	-	514,761
Total Liabilities	4,361,414	-	-	-	-	(2,013)	16,201	-	-	4,375,602
FUND BALANCE:										
Total Fund Balance	2,574,456	(719,293)	(234,189)	210,318	516,664	333,734	216,434	8,529	118,947	3,025,600
Revenues & Expenditures: 2023-24 Year to Date										
Beginning Fund Balance	21,798	40,246	77,039	372,798	303,573	351,830	234,454	15,655	78,123	1,495,516
Year to Date Revenues	40,899,750	3,610,478	4,301,507	904,376	1,325,880	322,370	1,535,064	2,464,808	285,267	55,649,500
Year to Date Expenditures	38,347,092	4,370,017	4,612,735	1,066,856	1,112,789	340,466	1,553,084	2,471,934	244,443	54,119,416
Year to Date Net Income (Loss)	2,552,658	(759,539)	(311,228)	(162,480)	213,091	(18,096)	(18,020)	(7,126)	40,824	1,530,084
Ending Fund Balance	2,574,456	(719,293)	(234,189)	210,318	516,664	333,734	216,434	8,529	118,947	3,025,600

NORTH WASCO COUNTY SCHOOL DISTRICT

**Expenditure Status Report
For the year ending June 30, 2024**

DESCRIPTION	Budget	Year to Date Expenditures	Encumbrances	Balance	% Budget
100 General Fund					
1000 - Instruction	22,511,318	22,718,656	123	(207,461)	100.92%
2000 - Support Services	15,217,739	14,990,028	-	227,711	98.50%
5000 - Debt Service & Fund Transfers	638,408	638,408	-	-	100.00%
6000 - Contingency	-	-	-	-	0.00%
7000 - Unappropriated Ending Fund Balance	1,006,244	-	-	1,006,244	0.00%
Totals	39,373,709	38,347,092	123	1,026,494	97.39%
210 - Federal Programs Fund					
1000 - Instruction	4,282,627	3,281,418	-	1,001,209	76.62%
2000 - Support Services	1,921,865	1,054,937	-	866,928	54.89%
3000 - Enterprise & Community Services	253,101	33,662	-	219,439	13.30%
4000 - Capital Outlay	1,161,015	-	-	1,161,015	0.00%
7000 - Unappropriated Ending Fund Balance	-	-	-	-	0.00%
Totals	7,618,608	4,370,017	-	3,248,591	57.36%
220 - State Grant Funds					
1000 - Instruction	919,518	544,046	8,003	367,469	59.17%
2000 - Support Services	452,768	292,296	-	160,472	64.56%
3000 - Enterprise & Community Services	150,000	-	-	150,000	0.00%
4000 - Capital Outlay	500,000	208,362	-	291,638	41.67%
7000 - Unappropriated Ending Fund Balance	-	-	-	-	0.00%
Totals	2,022,286	1,044,704	8,003	969,579	51.66%
230 - Local Grants					
1000 - Instruction	77,768	76,197	-	1,571	97.98%
2000 - Support Services	109,980	95,700	-	14,280	87.02%
3000 - Enterprise & Community Services	693,324	806,275	-	(112,951)	116.29%
5000 - Debt Service & Fund Transfers	-	88,684	-	(88,684)	-
Totals	881,072	1,066,856	-	(185,784)	121.09%
240 - Vocational Education Fund					
1000 - Instruction	63,720	37,819	-	25,901	59.35%
Totals	63,720	37,819	-	25,901	59.35%
242 - Enterprise Zone Funds					
1000 - Instruction	55,000	36,115	-	18,885	65.66%
2000 - Support Services	165,000	108,897	-	56,103	66.00%
4000 - Capital Outlay	302,333	-	-	302,333	0.00%
Totals	522,333	145,012	-	377,321	27.76%
251 - Student Investment Account					
1000 - Instruction	1,393,474	1,315,851	-	77,623	94.43%
2000 - Support Services	2,058,827	1,542,158	-	516,669	74.90%
4000 - Capital Outlay	-	-	-	-	0.00%
Totals	3,452,301	2,858,009	-	594,292	82.79%

NORTH WASCO COUNTY SCHOOL DISTRICT

**Expenditure Status Report
For the year ending June 30, 2024**

DESCRIPTION	Budget	Year to Date Expenditures	Encumbrances	Balance	% Budget
252 - High School Success Account					
1000 - Instruction	721,582	627,191	-	94,391	86.92%
2000 - Support Services	127,802	82,831	-	44,971	64.81%
4000 - Capital Outlay	-	-	-	-	0.00%
Totals	849,384	710,022	-	139,362	83.59%
285 Technology Fund					
2000 - Support Services	529,515	278,907	375	250,233	52.67%
7000 - Unappropriated Ending Fund Balance	-	-	-	-	0.00%
Totals	529,515	278,907	375	250,233	52.67%
292 - Textbook Replacement Fund					
1000 - Instruction	85,000	61,559	-	23,441	72.42%
2000 - Support Services	110,000	-	700	109,300	0.00%
7000 - Unappropriated Ending Fund Balance	211,880	-	-	211,880	0.00%
Totals	406,880	61,559	700	344,621	15.13%
295 - Bus Replacement Fund					
2000 - Support Services	768,392	929,958	-	(161,566)	121.03%
3000 - Enterprise & Community Services	164,000	-	-	164,000	0.00%
Totals	932,392	929,958	-	2,434	99.74%
298 - Vehicle Replacement Fund					
2000 - Support Services	20,000	-	-	20,000	0.00%
7000 - Unappropriated Ending Fund Balance	4,624	-	-	4,624	0.00%
Totals	24,624	-	-	24,624	0.00%
299 - Nutrition Services Fund					
3000 - Enterprise & Community Services	1,853,885	1,553,084	-	300,801	83.77%
Totals	1,853,885	1,553,084	-	300,801	83.77%
303 - OSBA PERS Bonds					
5000 - Debt Service & Fund Transfers	1,927,230	1,927,230	-	0	100.00%
7000 - Unappropriated Ending Fund Balance	100	-	-	100	0.00%
Totals	1,927,330	1,927,230	-	100	99.99%
304 - Full Faith & Credit Obligation					
5000 - Debt Service & Fund Transfers	380,563	380,563	-	-	100.00%
7000 - Unappropriated Ending Fund Balance	-	-	-	-	0.00%
Totals	380,563	380,563	-	-	100.00%
305 - Bus Purchase Fund					
5000 - Short term debt service	165,000	164,141	-	859	99.48%
7000 - Unappropriated Ending Fund Balance	-	-	-	-	0.00%
Totals	165,000	164,141	-	859	99.48%
401 - Capital Improvements					
2000 - Support Services	146,000	5,559	-	140,441	3.81%
4000 - Capital Outlay	142,078	238,884	-	(96,806)	168.14%
Totals	288,078	244,443	-	43,635	84.85%
Total All Funds	61,126,680	54,119,416	9,201	7,162,204	



OUT OF STATE TRAVEL REQUEST

To:	North Wasco County School District School Board
From:	Shannon Brennan
Date:	07/16/2024
Subject:	CCIRA Conference, Denver, CO

On behalf of the Early Literacy Success Initiative Team, I would like to request approval for out of state travel to the CCIRA Conference in Denver, CO, February 6-8, 2025. CCIRA is offering sessions on Early Literacy and the Science of Reading, providing attendees with a variety of opportunities to continue our learning and plans for this initiative on behalf of our students.

The purposes of CCIRA align with the Early Literacy Vision of NWCS D.

- To promote the improvement of literacy instruction at all levels with diverse populations
- To encourage lifelong habits in literacy and an appreciation of the value of reading and writing
- To support local councils and individual members in promoting and advancing literacy
- To recognize and honor significant contributions to and achievements in literacy

Funding source: Early Literacy Success Initiative Grant

Estimate of Cost: \$18,192

- Registration: \$3,555
- Substitutes and pay (Saturday): \$5,794 (substitutes for Thursday and Friday; curriculum pay for Saturday)
- Travel: \$8,843

All teachers who have completed the EOU Teacher Training will be invited to express an interest in attending the conference, and the TLA Department will select attendees based on a personal statement and principal recommendation.

More information on CCIRA can be found at ccira.org.



Empowering Literacy Educators

Expressions of Gratitude and Reflections from CCIRA 2024 Conference Attendees



I just want to give a big thank you to the school board for voting yes to send us to Colorado for the CCIRA conference! It was amazing to attend a conference with the nation's Science of Reading leaders, as well as getting the chance to network with folks from all around the country as we grow our reading instruction here in rural Oregon. -Courtney Middleton

Thank you for the opportunity to attend the CCIRA conference in Colorado. As we are striving to improve our current practices in the area of literacy instruction, I feel strongly that it is critical for us to seek out leaders in the Science of Reading. Colorado is one of those leaders. We are less likely to change our practices if we keep receiving the same outdated training. Our team came back feeling like we gained valuable knowledge that will help us be leaders as

our district moves forward with this work. Thank you. ~ Erin Cyphers

Being given the opportunity to attend the CCIRA conference in Denver, Colorado was such a gift. Thank you for approving this experience for us. So much of our professional learning occurs within our district, state or region and being given the chance to venture beyond those boundaries to learn and interact with educators who provide new insights and perspectives, was incredibly powerful. The progress that the state of Colorado has made mirrors the direction Oregon is moving and I believe as a result of our time at CCIRA our team can continue to work towards making the necessary changes in our professional practices that will change outcomes for all of our students. With much gratitude,

Katie Garrett

The opportunity that was provided to us by attending the CCIRA conference in Colorado was amazing! Many thanks for allowing this event to happen. The time with colleagues across the country was filled with many learning opportunities that I do not feel like we would have received if we attended a conference in Oregon. Colorado is miles ahead of where Oregon is right now with their literacy instruction. The CCIRA conference was a great addition to our learning journey with the Science of Reading movement.

Thank you - Kim Meyers

Thank you for approving our attending the CCIRA conference in Colorado. Even though there are excellent face-to-face professional development opportunities here in Oregon, and access to outstanding PD online, it was a valuable opportunity. I learned of a few new instructional tools to support student learning, broadened my knowledge of how to support students who have attention deficit hyperactivity (ADHD), and increased my understanding of specific learning disability (SLD) to name a few of my takeaways. Notably, Oregon started making changes to student outcomes in 2018 with the passage of SB1003. Since then, several states have passed legislation addressing

instruction and assessment. Further, of significant importance is that many states have also been addressing teacher preparation programs and ELA instructional materials. Attending the CCIRA conference confirmed to me that we are on the right path to improving the capacity of all educators at NWASCO so that we can improve student outcomes. Sandra Anderson

It is with gratitude that I reflect on our recent travels to the CCIRA Conference on Literacy in Denver. Your support and approval for the out-of-state traveling paved the way for this exceptional team of educators to have a rare opportunity to spend this valuable time together. The experience was phenomenal for me, in light of the role I have as a Reading Specialist here in NWCSD. Much of the conference focused on the Science of Reading, along with the shifts necessary at this time in literacy instruction. I was greatly encouraged to identify work that our district has begun. At the same time, what we have been commissioned to do will require much of our district. I believe our team has been inspired and encouraged through this experience. I count it a privilege to be a part of this great work, at this time, in this place. One quote Jan Burkins and Kari Yates left us with, in their keynote presentation was this, "What is one small action I can take today, to start the momentum toward change?". I look forward to being a part of the continued momentum toward change in our district for the success of our students. Thank you for your part in sending us. Thank you for your support of Shannon Brennan and the work she is doing with the Early Literacy Initiative Grant, and with our upcoming professional development day. With Sincere Gratitude ~ Marnette Sprouse

Thank you for supporting our team in traveling to Colorado for a reading conference. It was valuable information on the Science of Reading and the best practices for teaching reading. I attended multiple sessions that gave me tools to be a more effective reading teacher for my ELL students and other students who struggle to learn to read. I learned so many things at this conference from looking at decodable readers through another lens, and

questions that engage students while reading text. One of the most important things I will take away is the 5 effect sizes of 5 teaching strategies. They are known as .82 for Discussion, 1.20 for Jigsaw, .62 for mapping, .54 for interactive video, and .8 for association. This is important to understand because if we can add one of these strategies to our teaching we would move the dial even more towards readers and writers in our classroom. I hope to be a leader who can try these strategies and practice them with my students for more student learning.

–Thank you again, Mia

I would like to extend a very sincere thank you to NWCS D School Board members for approving out of state travel for our Early Literacy Success Initiative team to attend the CCIRA conference in Colorado in early March. It was an incredibly beneficial experience for everyone involved, and this opportunity has ignited a flame in these teacher leaders to lead the work in shifting the narrative of literacy instruction and achievement in our school district. The keynote speakers (Jan Burkis and Karie Yates) on Friday morning stated that they had to pause and make a “choice to be open-minded and open hearted about the Science of Reading.” While the work ahead of us is vast, complex, and at times intimidating, our team intends to be inspired “to break down walls of certainty, judgment, overwhelm, and dismissiveness...in order to build bridges of curiosity, vulnerability, create entry points, and listen.” -Shannon Brennan

North Wasco County School District 21

Code: BFC
Adopted: 10/22/15

Adoption and Revision of Policies

Adopting new policies and changing or repealing existing policies ~~are solely~~ **is** the Board's **responsibility** ~~responsibilities~~. 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. Distribution with agenda as an information item. This announces that a policy is being developed in a particular area and that interested parties may submit suggestions;~~
2. First reading of 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.** ~~response from the superintendent; report from any Board or advisory committee assigned responsibility in the area; Board discussion and directions for any redrafting. During discussion of a policy proposal, the views of the public and staff will be considered. Amendments may be proposed by Board members. An amendment will not require the policy go through an additional reading except as the Board determines that the amendment needs further study and an additional reading would be advantageous;~~
3. Second reading/**adoption** of a 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 student and an additional reading would be advantageous.** ~~response from the superintendent; report from any Board or advisory committee assigned responsibility in the area; Board discussion and directions for any redrafting. During discussion of a policy proposal, the views of the public and staff will be considered. Amendments may be proposed by Board members. An amendment will not require the policy go through an additional reading except as the Board determines that the amendment needs 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 policy manual.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

[ORS 332.505](#)

[OAR 581-022-1610](#)

[OAR 581-022-1720](#)

Cross Reference(s):

BFG - Board Policy Review

North Wasco County School District 21

Code: DJC
Adopted: 1/11/01
Revised/Readopted: 1/28/04; 11/09/06; 10/25/07;
7/21/16; 12/16/21
Orig. Code: DJC

Bidding Requirements

The Board is the Local Contract Review Board (LCRB) for the district. **The LCRB has not adopted its own rules of procurement. Consequently, the Oregon Attorney General’s Model Public Contracting Rules¹ shall apply to the district.²** ~~All public contracts shall be invited in accordance with applicable competitive procurement provisions of Oregon Revised Statutes and adopted public contracting rules.~~

~~The Board, acting as its own LCRB, adopts the Oregon Attorney General’s Model Public Contract Rules, Oregon Administrative Rule (OAR) Chapter 137, Divisions 046 through 049 in effect at the time this policy is adopted.~~

~~The district uses the construction manager/general contractor alternative contracting method. The district shall procure the construction manager/general contractor services in accordance with model rules the Attorney General adopts under Oregon Revised Statute (ORS) 279A.065(3).~~

Additionally, the **district Board** may include as part of its rules portions of the Oregon Department of Administrative Services **administrative** rules governing Public Contract Exemptions, OAR Chapter 125, Divisions 246-249 in effect at the time this policy is adopted.

The **LCRB Board** may make the written findings required by law for exemptions from competitive bidding. Such findings shall be maintained by the district and made available on request.

The district may not artificially divide or fragment a procurement to reduce the procurement requirements.

The superintendent may develop administrative regulations or procedures to assist with the implementation of this policy and applicable procurement rules.

~~The district shall review its rules each time the Attorney General adopts a modification of the model rules, as required by ORS 279A.065(6)(b), to determine whether any modifications need to be made to district rules to ensure compliance with statutory changes. Modifications will be made only following review by the district’s legal counsel. New rules, as necessary, shall be adopted by the Board. In the event it is unnecessary to adopt new rules, Board minutes will reflect that the review process was completed as required.~~

~~The Board, acting as the LCRB, may enact a resolution that authorizes the district to designate a public improvement as a community benefit contract per the requirements included in ORS 279C.300 to 279C.470.~~

¹Oregon Administrative Rules (OAR) 137-045 - 049

² See ORS 279A.065(5).

Goods and Services

The district will purchase goods and services through the following procedures, unless an exception applies:

1. **Small Procurement.** For purchases of goods and services with a contract price not exceeding \$25,000, the district can use any manner deemed practical or convenient, including direct selection or award. Amendments to a contract awarded through small procurement must be in accordance with OAR 137-047-0800.
2. **Intermediate Procurement.** For purchases of goods and services with a contract price exceeding \$25,000, but not exceeding \$250,000, the district shall seek at least three informally solicited competitive price quotes or competitive proposals from prospective contractors. The district will keep record of the request and quotes. If three quotes are not reasonably available, fewer will suffice, but the district will make a written record of the effort made. The district may negotiate with a prospective contractor to clarify the quote or offer, or to effect modifications. Amendments to a contract awarded through intermediate procurement must be in accordance with OAR 137-047-0800.
3. **Regular Procurement.** For purchases exceeding \$250,000, the district will use competitive sealed bids (OAR 137-047-0255) or competitive sealed proposals (OAR 137-047-0260). Amendments to contracts awarded through regular procurement must be in accordance with OAR 137-047-0800.
4. **Emergency Procurements.** In situations of emergency³, the LCRB or designee may authorize an emergency procurement. In an emergency procurement, the district is not required to follow general procurement requirements. The district must ensure competition for the contract that is reasonable and appropriate under the circumstances. The district must document the nature of the emergency and the method used for the selection of the contractor.
5. **Sole-source Procurements.** If the LCRB or designee determines that the goods or services are available from only one source, the district may award a contract without competition. To the extent reasonably practicable, the district shall negotiate with the sole source to obtain contract terms that are advantageous to the district. The determination of sole source must be based on written findings and may include:
 - a. That the efficient utilization of existing goods requires acquiring compatible goods or services;
 - b. That the goods or services required to exchange software or data with other public or private agencies are available from only one source;
 - c. That the goods or services are for use in a pilot or experimental project; or

³ “Emergency” means circumstances that:

1. Could not have been foreseen;
2. Create a substantial risk of loss, damage or interruption of services or a substantial threat to property, public health, welfare or safety; and
3. Require prompt execution of a contract to remedy the condition.

d. **Other findings that support the conclusion that the goods or services are available from only one source.**⁴

6. **Special Procurements.** “Special procurement” means a contract or class of contracts that use a contracting procedure other than competitive sealed proposals, competitive sealed bidding, small procurement or intermediate procurement. Special procurements require LCRB approval and will be conducted in accordance with ORS 279B.085, OAR 137-047-0285[, and] this policy [and administrative regulation DJC-AR - Exemptions from Competitive Bidding and Special Procurement].
7. **Personal Services Contracts.** “Personal services contract,” as used in this policy, means a contract whose primary purpose is to acquire specialized skills, knowledge and resources in the application of technical or scientific expertise, or the exercise of professional, artistic or management discretion or judgment.⁵ Unless otherwise designated by the LCRB, personal services contracts will be procured in accordance with applicable procurement laws. The LCRB may designate certain service contracts or classes of service contracts as personal services contracts and exempt them from competitive bidding. All personal services contracts shall be based on demonstrated qualifications and competence to perform the required services, encourage competition, discourage favoritism and obtain services at a fair and reasonable price. Personal service contractors may be required to qualify as independent contractors in accordance with applicable laws.⁶

Procurements for services estimated to be in excess of \$250,000 shall go through the cost analysis and feasibility process in accordance with ORS 279B.030.

Public Improvements

“Public improvement” means a project for construction, reconstruction or major renovation on real property by or for the district.⁷ The district will contract for public improvements using the following procedures, unless an exception applies.

1. **Public improvements contracts with a value of less than \$25,000 are exempt from competitive bidding.**
2. **Intermediate Procurements.** For public improvement contracts not exceeding \$100,000, the district may utilize three quotes⁸:

⁴ If the contract does not exceed \$250,000, using intermediate procurement is likely less burdensome than sole source.

⁵ This includes, but is not limited to, contracts for the services of an accountant, physician or dentist, educator, consultant (including a provider under an Architectural and Engineering Service Contract), broadcaster, or artist (including a photographer, filmmaker, painter, weaver or sculptor (OAR 137-045-0010(19))). Also includes architectural, engineering, photogrammetric mapping, transportation planning or land surveying services procured under ORS 279C.105 (ORS 279C.100) and related services procured under ORS 279C.120 (ORS 279C.100(5)).

⁶ See ORS 670.600 and OAR 459-005-0020.

⁷ Public improvement does not include:

1. Projects for which no funds of the district are directly or indirectly used, except for participation that is incidental or related primarily to project design or inspection; or
2. Emergency work, minor alternation, ordinary repair or maintenance necessary to preserve a public improvement.

⁸ If three quotes are not reasonably available, the district shall make a written record of the effort made to obtain these quotes.

- a. The request for the quotes shall be in writing (unless not reasonably practicable)⁹;
- b. The request for quotes shall include the selection criteria and if the criteria are not of equal value, their relative value or ranking.

The district shall award the contract to the prospective contractor whose quote will best serve the interest of the district, based on the selection criteria. If the award is not made to the offeror and quote with the lowest price, the district will make a written record of the basis for the award. Amendments to a contract awarded via intermediate procurement may be increased in accordance with OAR 137-049-0160(6)-(7).

3. **Regular Procurements.** For purchases exceeding \$100,000, the district will use invitation to bid or request for proposals except as otherwise allowed by law. See OAR 137-049-0130 and OAR 137-049-0640. Amendments to contracts awarded through regular procurement must be in accordance with OAR 137-049-0910.
4. **Emergency Procurements.** Emergency contracts for construction services are not considered public improvement contracts and will be procured in accordance with OAR 137-049-0140 and OAR 137-049-0150.
5. **Community Benefit Contracts.** “Community benefit contract” means a public improvement contract that includes, but is not limited to, terms and conditions that require the contractor to:
 - a. Qualify as a training agent, as defined in ORS 660.010, or provide apprenticeship training that meets applicable federal and state standards for apprenticeship training;
 - b. Employ apprentices to perform a specified percentage of work hours that workers in apprenticeable occupations perform on the community benefit project;
 - c. Provide employer -paid family health insurance; and
 - d. Meet any other requirements that the LCRB sets forth.

Community benefits contracts may be procured in accordance with ORS 279C.308.

6. **Construction Manager/General Contractor (CM/GC) Procurement.** The district shall procure CM/GC services in accordance with model rules the Attorney General adopts under Oregon Revised Statute (ORS) 279A.065(3) and OAR 137-049-0690, which requires “the assistance of legal counsel with substantial experience and necessary expertise in using the CM/GC Method, as well as knowledgeable staff, consultants or both staff and consultants who have demonstrated capability of managing the CM/GC process in the necessary disciplines of engineering, construction scheduling and cost control, accounting, legal, Public Contracting and project management.”

END OF POLICY

Legal Reference(s):

⁹ For Public Works Contracts, oral quotations may only be utilized in the event that written copies of prevailing wage rates are not required by the Bureau of Labor and Industries.

ORS Chapters [279](#), [279A](#), [279B](#) [279C](#) [OAR Chapter 125](#), Divisions 246-249

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

Cross Reference(s):

DJ - District Purchasing

DJCA - Personal Services Contracts

DJG - Vendor Relations

FEF/FEFB - Construction Contracts - Bidding and Awards

**North Wasco County
School District 21**

Code: **DJCA**
Adopted: 1/28/04
Revised/Readopted: 8/18/16

Personal Services Contracts

The district may enter into personal services contracts with qualified professionals as provided by Oregon Revised Statute (ORS) 279.055. Personal services contracts, as used in this policy, means contracts for specialized skills, knowledge and resources in the application of highly technical or scientific expertise or the exercise of professional, artistic or management discretion or judgment. The district may enter into a personal services contract with a current district employee only when the individual meets independent contractor status in accordance with state, Public Employees Retirement System (PERS) and Internal Revenue Service (IRS) requirements.

Selection of a personal services contractor will be based primarily on qualifications and performance history, expertise, knowledge and creativity and the ability to exercise sound professional judgment.

All personal services contracts shall be based on demonstrated qualifications and competence to perform the required services, encourage competition, discourage favoritism and obtain services at a fair and reasonable price.

Contracts for personal services shall require prior Board approval.

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

END OF POLICY

Legal Reference(s):

[ORS Chapters 279](#)

[ORS Chapters 279A, 279B and 279C](#)

[ORS 332.107](#)

[ORS 670.600](#)

[OAR 459-010-0030](#)

INTERNAL REVENUE SERVICE, PUBLICATION 1779: INDEPENDENT CONTRACTOR OR EMPLOYEE (Rev. 3-2012).

Cross Reference(s):

DJC - Bidding Requirements

North Wasco County School District 21

Code: EBBA
Adopted:

****New Policy****
1st Reading
No action requested

Student Health Services**

Although the district’s primary responsibility is to educate students, the students’ health and general welfare is also an important Board responsibility. The Board believes school programs should be conducted in a manner that protects and enhances student and employee health and is consistent with good health practices. A health services plan shall be developed, implemented, and updated annually. The plan shall describe a health services program for all students at each facility that is owned or leased where students are present for regular programming.

The district shall maintain a written prevention-oriented health services plan for all students. The health services plan will¹:

1. Explain available health care space that is appropriately supervised and adequately equipped for providing health care and administering medication or first aid;
2. Refer to available communicable disease prevention and management plan that includes school-level protocols²;
3. Outline a district-to-school communication plan³;
4. Provide information about health screenings, including immunizations and TB certificate requirements;
5. Describe how services for all students, including those who are medically complex, medically fragile or nursing dependent, and those who have approved 504 plans, individual education program plans, and individualized health care plans or special health care needs are managed⁴;
6. Integrate school health services with school health education programs and coordinate with health and social service agencies, public and private;
7. Describe how hearing, vision and dental screenings are managed and/or verified for required students⁵;
8. Include a process to assess and determine a student’s health services needs, including availability of a nurse to assess student nursing needs upon, during, and following enrollment with one or more

¹ For exact language and complete requirement, see OAR 581-022-2220(1).

² For specific protocol content requirements, see OAR 581-022-2220(1)(b).

³ For requirements of this plan see OAR 581-022-2220(1)(c).

⁴ For more information regarding these requirements see ORS 336.201 and 339.869, OARs 581-021-0037, 581-015-2040, 581-015-2045, 851-045-0040 – 0060, and 851-047-0010 – 0030.

⁵ For vision screening or eye examination or dental screening information see ORS 336.211 and 336.213.

new medical diagnose(s) impacting a student’s access to education, and implement a student’s individual health plan prior to attending school⁶;

9. Comply with OR-OSHA Bloodborne Pathogens Standards for all persons who are assigned to job tasks which may put them at risk for exposure to body fluids⁷;
10. Refer to adopted policy and procedures for medications in accordance with Oregon law⁸;
11. Include guidelines for the management of students who are medically complex, medically fragile, or nursing dependent as defined by ORS 336.201, including students with life-threatening food allergies and adrenal insufficiency while the student is in school, at a school-sponsored activity, under the supervision of school personnel, in before-school or after-school care programs on school-owned property, and in transit to or from school or school-sponsored activities⁹[; and][.]
12. [List the positions in the district which shall be required to obtain and maintain a first-aid/CPR/AED card in accordance with OAR 581-022-2220(3).]

[Any nurse(s) employed by the district and providing services to students on behalf of the district shall be licensed in Oregon to practice as a registered nurse or nurse practitioner or be a licensed practical nurse (LPN) in alignment with LPN supervision requirements of OAR 851-045-0050 – 0060.]

A nurse employed by the district shall follow all applicable requirements of ORS Chapter 678 and OAR Chapter 851. This includes, but is not limited to, delegation in accordance with OAR 851-047, which includes performing a nursing assessment of a student prior to delegation, providing adequate supervision during the delegation, and evaluating the skills, ability and willingness of the delegee.¹⁰

A nurse employed by the district will function as an integral member of the instructional staff, serving as a resource person to teachers in securing appropriate information and materials on health-related topics.]

[The district provides a menstrual product dispenser with a variety of products in every student bathroom¹¹ which meets the requirements of law.]

END OF POLICY

Legal Reference(s):

[ORS 329.025](#)
[ORS 332.107](#)

[ORS 336.201](#)
[ORS 336.204](#)

[ORS 336.211 – 336.214](#)
[OAR 581-021-0017](#)

⁶ For definitions for this policy see ORS 336.201.

⁷ OAR 437-002-0360 lists various health and safety regulations that apply in the employment setting.

⁸ Medication laws can be found in ORS 339.866 – 339.874 and OAR 581-021-0037; relevant Board policy includes JHCD/JHCDA - Medications.

⁹ For guideline requirements see OAR 581-022-2220(1)(k).

¹⁰ For additional delegation requirements see OAR [851-047-0030](#).

¹¹ [“Student bathroom” means a bathroom that is accessible by students, including a gender-neutral bathroom, a bathroom designated for females, and a bathroom designated for males. (OAR 581-021-0587)]

[OAR 581-021-0031](#)
[OAR 581-021-0587](#)

[OAR 581-021-0590](#)
[OAR 581-022-2050](#)

[OAR 581-022-2220](#)
[OAR 581-022-2515](#)

Every Student Succeeds Act, 20 U.S.C. § 7928 (2018).
Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (2018).

North Wasco County School District 21

****New Policy****
1st Reading
No Action required

Code: EBCA
Adopted:

Safety Threats**

“Safety threat action” means a lockdown, lockout¹, shelter in place or evacuation that: (a) is initiated by a school in response to a safety threat; and (b) is not a planned drill.

When a school or the district initiates a safety threat action, the school or district shall issue an electronic communication as expediently as possible and not later than 24 hours after initiation of the safety threat action. The communication will be issued in culturally appropriate languages to effectively communicate with parents and guardians of students attending the school at which the safety threat action occurred.

The communication must include:

1. A general description of the issue that caused the safety threat action to be taken;
2. The duration of time the safety threat action was taken, from when the action was initiated until when it concluded;
3. Actions taken by the school or district to resolve the situation that caused the safety threat action and actions taken to protect student safety; and
4. An explanation of how the situation was resolved.

The communication shall be provided in a manner which communicates relevant facts and details as may be necessary or useful for parents and guardians to understand any potential threats to student safety, and to assist parents and guardians in helping students understand and mentally process the incident and any resulting trauma.

A communication will also be issued to employees of the school at which the safety threat action occurred, and must include the same information as above and any additional information as may be permitted by relevant confidentiality and privacy requirements.

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.

END OF POLICY

Legal Reference(s):

[ORS 192.660\(2\)\(k\)](#)

[ORS 332.107](#)

[ORS 339.324](#)

¹ NWCS D has adopted the I Love U Guys Foundation terms “lockdown, secure, hold, shelter and evacuate”

North Wasco County School District 21

1st Reading
No action requested

Code: EBCB
Adopted: 2/11/16

Emergency Procedure Drills and Instruction

Each administrator will conduct emergency **procedure** drills in accordance with the provisions of Oregon Revised Statutes **(ORS) and the applicable Oregon Fire Code.**

All schools are required to instruct and drill students on **district** emergency procedures so that students **they** can 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 coastal zone~~ and safety threats. Instruction on ~~fires, earthquakes, and safety threats and drills for students,~~ **emergency procedure** shall be conducted for at least 30 minutes each school month.

The first emergency evacuation drill shall be conducted within 10 days of the beginning of classes.

~~The district will conduct monthly fire drills. At least one fire drill will be held within the first 10 days of the school year.~~

Fire Emergencies

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, **and will include explanation of the district’s communication strategy following a safety threat action (see Board policy EBCA - Safety Threats**)** such as lockdown procedures or other procedures appropriate to the safety threat.

[The district may provide additional instruction relating to other disasters such as flooding, drought, excessive snowfall or wildfires.]

Local units of government and state agencies associated with emergency procedures training and planning
Emergency Drills - EBCB

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 581-022-1420](#)

OREGON STATE FIRE MARSHAL, OREGON FIRE CODE (2014).

Cross Reference(s):

GBE - Staff Health and Safety

North Wasco County School District 21

Code: EBC
Adopted:

Emergency Plan and First Aid**

The district will maintain a comprehensive safety program for all employees and students. This program will include a plan for responding to emergency situations. The superintendent will consult with community and county agencies while developing this plan. The district's emergency plan will meet any requirements of the State Board of Education.

Copies of the emergency plan will be available in every school office and other strategic locations throughout the district. Parents or guardians will be informed of the district's plan.

In each district facility, procedures for handling health emergencies will be established and made known to staff. Each district facility and district 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.

Each school in the district shall have, at a minimum, at least one staff member with a current first-aid/CPR/AED card for every 60 students enrolled and who are trained annually on the district and building emergency plans. Emergency planning will include the presence of at least one staff member with a current first-aid/CPR/AED card for every 60 students for school-sponsored activities where students are present.

The district shall provide instruction to staff and students in the emergency plan and safety program.

END OF POLICY

Legal Reference(s):

[ORS 30.800](#)
[ORS 192.660\(2\)\(k\)](#)
[ORS 332.107](#)
[ORS 433.260](#)
[ORS 433.441](#)

[OAR 437-002-0042](#)
[OAR 437-002-0120 - 0139](#)
[OAR 437-002-0161](#)
[OAR 437-002-0360](#)
[OAR 437-002-0377](#)
[OAR 581-022-2030\(3\)\(c\)](#)

[OAR 581-022-2220](#)
[OAR 581-022-2225](#)
[OAR 581-053-0003\(40\)](#)
[OAR 581-053-0220\(3\)\(e\)\(B\)\(iii\)](#)
[OAR 581-053-0320\(5\)\(b\)](#)
[OAR 581-053-0420\(2\)\(f\)\(B\)](#)

Every Student Succeeds Act, 20 U.S.C. § 7928 (2018).
Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (2018).

North Wasco County School District 21

Code: **EBC/EBCA**
Adopted: 9/19/96
Revised/Readopted: 2/11/04; 10/25/97; 2/11/16
Orig. Code(s): 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 behavior, unlawful assembly, disturbances at school activities, natural disasters, fire, illness or injury of a student or staff member and use of force on district 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.

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, 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 581-022-0705](#)
[OAR 581-022-1210\(3\)\(c\)](#)
[OAR 581-022-1420](#)

Cross Reference(s):

EEAC - School Bus Safety Program
GBE - Staff Health and Safety
JHCC - Communicable Diseases

DELETED

**North Wasco County
School District 21**

Code: **EBBA**
Adopted: 4/8/99
Revised/Readopted: 2/11/04; 2/11/16
Orig. Code(s): 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 to students is the parents' responsibility, or of someone the parents designate in case of 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 school, procedures for handling health emergencies will be established and made known to the staff. Each school and 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.

The superintendent shall ensure infection control procedures implemented by the district are consistent with the district's Exposure Control Plan and the requirements of the Oregon Occupational Safety and Health Administration (OR-OSHA).

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 581-022-0705](#)
[OAR 581-022-1420](#)
[OAR 581-022-1440](#)

[OAR 581-053-0003\(37\)](#)
[OAR 581-053-0220\(3\)\(B\)\(iii\)](#)
[OAR 581-053-0320\(5\)\(b\)](#)
[OAR 581-053-0420\(2\)\(f\)\(B\)](#)

Cross Reference(s):

GBE - Staff Health and Safety

North Wasco County School District 21

1st Reading
No action requested

Code: GBEB
Adopted: 10/22/20

Communicable Diseases — **Staff in Schools**

The district shall provide reasonable protection against the risk of exposure to communicable disease for **students and** employees while engaged in the performance of their duties. Reasonable protection from communicable disease is generally attained through immunization, exclusion or other measures as provided by Oregon law, by the local health department or in the *Communicable Disease Guidance for Schools* published by the Oregon Department of Education (ODE) and the Oregon Health Authority (OHA).

~~An~~ **A student or** employee may not attend **school or** work, **respectively**, while in a communicable stage of a restrictable disease or when an administrator has reason to suspect ~~that~~ the **student or** employee has or has been exposed to any disease for which exclusion is required in accordance with law ~~and per administrative regulation GBEB AR Communicable Diseases Staff.~~ **The district may provide an education program in an alternative setting. Services will be provided to students as required by law.** ~~If the disease is a reportable disease, the administrator will report the occurrence to the local health department.~~

Employees shall comply with all other measures adopted by the district and with all rules adopted by Oregon Health Authority, Public Health Division and the local health department.

~~Employees shall provide services to students as required by law. In cases when a restrictable or reportable disease is diagnosed and confirmed for a student, the administrator shall inform the appropriate employees with a legitimate educational interest to protect against the risk of exposure.~~

The district shall protect the confidentiality of ~~an~~ **each student's and** employee's health condition and record to the extent possible and consistent with federal and state law. **In cases when a restrictable or reportable disease is diagnosed and confirmed for a student, the administrator may inform employees with a legitimate educational interest.**

The district will include, as part of its **general** emergency plans, a description of the actions to be taken by district staff ~~in the case of a declared public health emergency or other catastrophe that disrupts district operations~~ **buildings and by the district in response to medical emergencies.**

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

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)
[ORS 431.150 - 431.157](#)
[ORS 433.001 - 433.526](#)

[OAR 333-018](#)
[OAR 333-019-0010](#)
[OAR 333-019-0014](#)
[OAR 333-019-1000](#)

[OAR 437-002-0360](#)
[OAR 437-002-0377](#)
[OAR 581-022-2220](#)

OREGON DEPARTMENT OF EDUCATION and OREGON HEALTH AUTHORITY, *Communicable Disease Guidance* (2020).

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2019).
Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d to -1320d-8 (2018); 45 C.F.R. Parts 160, 164 (2019).

Cross Reference(s):

EBC/EBCA - Emergency Procedures and Disaster Plans
JHCC - Communicable Diseases – Students

North Wasco County School District 21

Code: GBEB
Adopted: 12/19/96
Revised/Readopted: 3/31/04; 4/13/17; 5/23/19
Orig. Code: GBEB

Staff - HIV, AIDS, and HBV

The district shall follow the regulations and guidelines promulgated by the Oregon Department of Human Resources, Health Services, local health department and advisors to the district to prevent the spread of disease in the school environment or work setting. The district will strictly adhere in its policies and procedures to the Oregon law and Oregon Administrative Rules as they relate to staff infected with HIV, AIDS or HBV¹.

The district recognizes a staff member has no obligation under any circumstance to report a condition to the district and the staff member has a right to continue working.

If the staff member reports a condition to the district, strict adherence to written guidelines outlined by the staff member shall be followed.

These guidelines shall identify who may have the information, who will give the information, how the information will be given, and where and when the information will be given. All such information will be held in confidence in accordance with Oregon law.

When informed of the infection, and with written, signed permission from the staff member, the district will develop procedures for formulating an evaluation team. The team shall address the nature, duration and severity of risk as well as any modification of activities. The team shall continue to monitor the staff member's condition.

Accommodations for a staff member infected with HIV, AIDS or HBV shall be the same as with any other illness.

END OF POLICY

Legal Reference(s):

[ORS 243.650](#)
[ORS 342.850\(8\)](#)
[ORS 433.008](#)
[ORS 433.045](#)

[ORS 433.260](#)
[OAR 333-017-0000](#)
[OAR 333-018-0000](#)

[OAR 333-018-0005](#)
[OAR 581-022-2220](#)

¹HIV - Human Immunodeficiency Virus; AIDS - Acquired Immune Deficiency Syndrome; HBV - Hepatitis B Virus

North Wasco County School District 21

Code: IFCA
Adopted: 6/08/00
Revised/Readopted: 5/26/04; 10/25/07; 6/15/17
Orig. Code(s): IFCA

1st Reading
No action at this time

Language highlighted in
YELLOW is OSBA's Legal
Expert's suggestion

~~21st Century Schools~~ Site Councils

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~~ Site Councils at each school site.

Additionally, the Board may, as deemed necessary for assisting in the administration of grants or for coordination of district wide programs, establish ~~21st Century Schools~~ Site Councils and/or other special committees at the district level for specific projects or issues.

Shared decision making is part of site-based decision making. It is a process, not an end in itself. Site-based decision making provides an opportunity for members of a school community to collaborate, where appropriate, in solving problems, defining goals and shaping direction for an individual school or unit.

The establishment and charge of the ~~21st Century Schools~~ Site Councils shall not interfere with the duties, responsibilities and rights of the duly elected Board. The district encourages the collaborative work of shared decision making.

At the school, Site Councils ~~site 21st Century Schools Councils~~ shall be structured as follows:

Composition

1. ~~21st Century Schools~~ Site Councils shall be composed of teachers, parents, classified employees and building administrator or 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 of students attending the school;
 - c. At least one member shall be a classified employee;
 - d. One member shall be a building administrator or designee;
 - e. In addition, other members may be designated by the **Board site council** including, but not limited to, local school committee members, business leaders, students and members of the community-at large.

Selection

2. Members of the ~~21st Century Schools~~ Site Council shall be selected as follows:
 - a. Teacher shall be licensed teachers elected by licensed teachers at the school site;
 - b. Classified employees shall be elected by classified employees at the school site;
 - c. Parents shall be selected by parents of students attending the school; ~~by a process to be defined by the Board;~~
 - d. Others shall be selected by the council.

Duties

3. The duties of the ~~21st Century Schools~~ 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 **under ORS Chapter 329 at that school; at the school in accordance with Oregon's Educational Act for the 21st Century;**
 - d. The administration of grants-in-aid for the professional development of teachers and classified employees.
 - e. **Advising the Board in the development of a plan for school safety and student discipline under ORS 339.333.**

If the Board determines that a school site is unable to fulfill the requirement of the ~~21st Century Schools~~ Site Council **for composition** 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~~ Site Council in a manner that best meets the educational needs of the district.

~~21st Century Schools~~ Site Councils may request a waiver of Board policy. **A** waiver request must be submitted in writing to the superintendent. The superintendent will submit the waiver request and his/her recommendation to the Board **for final approval**. Policy waiver requests will be considered based on the district's mission statement, philosophy, Board-adopted goals and effective schooling tenets.

All ~~21st Century Schools~~ Site Council decisions are subject to superintendent and Board review and approval, respectively. In no case will ~~21st Century Schools~~ Site Councils abrogate any provision of the district's collective bargaining agreements, district contracts or Board policy, except through the waiver process.

~~21st Century Schools~~ Site Councils, the duties of which include advising the Board or making decisions on behalf of the Board, shall follow the notice, meeting and record-keeping requirements of the Public Meetings Law.

END OF POLICY

Legal Reference(s):

[ORS 192.660 to -192.690](#)
[ORS 243.650](#)
[ORS 243.782](#)
[ORS 329.007](#)
[ORS 329.125](#)

[ORS 329.704](#)
[ORS 332.172](#)
[ORS 339.333](#)
[ORS 342.608](#)

[OAR 581-020-0105](#)
[OAR 581-020-0115](#)
[OAR 581-020-0130](#)

North Wasco County School District 21

Code: JHCA/JHCB
Adopted:

Immunization and School Sports Participation**

Immunization

Proof of immunization must be presented at the time of initial enrollment¹ in school or within 30 days of transfer to the district in accordance with Oregon law. Proof consists of a signed Certificate of Immunization Status form documenting either evidence of immunization, a religious, philosophical beliefs and/or medical exemption or immunity documentation.²

School Sports Participation

A student participating in extracurricular sports in grades 7 through 12 is required to submit to an appropriate School Sports Pre-Participation Examination³ prior to their initial participation in a related district program. The form⁴ is to be completed and signed by a parent or guardian giving permission for the student to participate and signed by a medical provider authorized by law⁵ who has examined and evaluated the student. The completed form(s) must be returned as directed. A student who is subsequently diagnosed with a significant illness or has had a major surgery is required to have a physical examination prior to further participation.

A student who exhibits signs, symptoms or behaviors consistent with a concussion following an observed or suspected blow to the head or body, or who has been diagnosed with a concussion will not be allowed to participate in any athletic event or training on that day, unless an athletic trainer licensed by the Board of Athletic Trainers or a physician licensed pursuant to ORS 677.100 - 677.228 has determined the student has not suffered a concussion.⁶ Except as allowed above, a student excluded for concussion reasons will not be allowed to return to participate in an athletic event or training until the following three conditions have been met:

- 1. It is not the same day as the student exhibited signs, symptoms or behaviors, experienced a blow to the head or body, or was diagnosed with a concussion;**

¹ The district shall immediately enroll a student experiencing houselessness in the school selected even if the student is unable to produce records normally required for enrollment.

² Documentation requirements for exemptions are outlined in ORS 433.267.

³ The required form is available at <https://www.osaa.org/governance/forms>, a copy may be obtained from a school office, or a form generated by the medical provider may be used if it meets requirements of law in OAR 581-021-0041.

⁴ The form may be used in either a hard copy or electronic format.

⁵ This physical examination must be conducted by a physician possessing an unrestricted license to practice medicine, a licensed naturopathic physician, a licensed physician assistant, a licensed nurse practitioner or a licensed chiropractic physician who has clinical training and experience in detecting cardiopulmonary diseases and defects.

⁶ For more information regarding medical releases for students in grades 9-12, see OSAA rules.

2. **The student no longer exhibits signs, symptoms or behaviors consistent with a concussion; and**
3. **The student has received a medical release form from a health care professional⁷.**

A student who continues to participate in extracurricular sports in grades 7 through 12 shall be required to complete a sports examination once every two years, thereafter.

END OF POLICY

Legal Reference(s):

[ORS 326.580](#)

[ORS 336.479](#)

[ORS 336.485 - ORS 336.490](#)

[ORS 433.235 - 433.280](#)

[OAR 333-019-0010](#)

[OAR 333-050-0010 - 050-0120](#)

[OAR 581-021-0041](#)

McKinney-Vento Homeless Assistance Act, Subtitle VII-B, reauthorized by Title IX-A of the Every Student Succeeds Act, 42 U.S.C. §§ 11431-11435 (2018).

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2024).

⁷ “Health care professional” includes a chiropractic physician, a naturopathic physician, a psychologist, a physical therapist, an occupational therapist, a physician assistant or a nurse practitioner who is licensed or registered under the laws of Oregon.

North Wasco County School District 21

Code: JHC
Adopted: 3/02/17
Revised/Readopted: 8/24/17; 3/21/24

Student Health Services and Requirements

Although the district's primary responsibility is to educate students, the students' health and general welfare is also an important Board responsibility. The Board believes school programs should be conducted in a manner that protects and enhances student and employee health and is consistent with good health practices.

The district shall staff nursing services appropriate for students with medical needs and prevention-oriented health services per applicable requirements of Oregon Revised Statutes (ORS) 336.201 and Oregon Administrative Rule (OAR) 581-022-2220.

The district shall provide:

1. One registered nurse or school nurse for every 125 medically fragile students;
2. One registered nurse or school nurse or one licensed practical nurse under the supervision of a registered nurse or school nurse for each nursing-dependent student; and
3. One registered nurse or school nurse for every 225 medically complex students.

The district may use the most cost effective means available to meet the above requirements.

The nurse(s) employed by the district shall be licensed to practice as a registered nurse or nurse practitioner in Oregon and will function as an integral member of the instructional staff, serving as a resource person to teachers in securing appropriate information and materials on health-related topics.

Any nurse(s) providing services on behalf of the district shall follow all applicable requirements of ORS Chapter 678 and OAR Chapter 851. This includes, but is not limited to, delegation in accordance with OAR 851-047, which includes performing a nursing assessment of the patient prior to delegation, providing adequate supervision during the delegation, and evaluating the skills, ability and willingness of the delegee.¹

The district shall maintain a prevention-oriented health services program which provides:

1. Pertinent health information on the students, as required by Oregon statutes or rules;
2. Health appraisal to include screening for possible vision or hearing problems;
3. Health counseling for students and parents, when appropriate;

¹ For additional delegation requirements, see OAR [851-047-0030](#).

4. Health care and first-aid assistance that are appropriately supervised and isolate the sick or injured child from the student body;
5. Control and prevention of communicable diseases as required by Oregon Health Authority, Public Health Division, and the county health department;
6. Assistance for students in taking prescription and/or nonprescription medication according to established district procedures;
7. Services for students who are medically fragile or have special health care needs;
8. Integration of school health services with school health education programs.

The Board directs its district health staff to coordinate with health personnel from other public agencies in matters pertaining to health instruction or the general health of students and employees.

In accordance with the requirements of federal law, the district recognizes its responsibility to notify parents in advance of any nonemergency, invasive physical examination² or screening that is required as condition of attendance; administered and scheduled by the school in advance; and not necessary to protect the immediate health and safety of the student, or of other students. Notification will be provided at least annually at the beginning of the school year or when enrolling students for the first time in school and will include the specific or approximate dates during the school year when such activities are scheduled or expected to be scheduled.

Procedures shall be developed and implemented to carry out this policy. All district employees will be apprised of their responsibilities in this area. Parents shall have the opportunity to request their students be exempt from participation in vision or hearing screening. The district will abide by those requests.

END OF POLICY

Legal Reference(s):

[ORS 329.025](#)
[ORS 336.201](#)

[ORS 336.211](#)
[OAR 581-022-2050](#)

[OAR 581-022-2220](#)
[OAR 581-022-2225](#)

Protection of Pupil Rights, 20 U.S.C. § 1232h (2018); Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. Part 98 (2022).

Every Student Succeeds Act, 20 U.S.C. § 7928 (2018).

Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (2018).

²The term “invasive physical examination” as defined by law, means any medical examination that involves the exposure of private body parts, or any act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision or scoliosis screening. The term does not include any physical examination or screening that is permitted or required by state law, including physical examinations or screenings that are permitted without parental notification.

North Wasco County School District 21

Code: JHCC
Adopted: 6/19/97
Revised/Readopted: 6/09/04; 3/02/17; 1/30/18;
10/22/20
Orig. Code: JHCC

Communicable Diseases – Students

The district shall provide reasonable protection against the risk of exposure to communicable disease for students. Reasonable protection from communicable disease is generally attained through immunization, exclusion or other measures as provided by Oregon law, by the local health department or in the *Communicable Disease Guidance* published by the Oregon Department of Education (ODE) and the Oregon Health Authority (OHA). Services will be provided to students as required by law.

A student will not attend school while in a communicable stage of a restrictable disease or when an administrator has reason to suspect that any susceptible student has been exposed to any disease for which the student is required to be excluded in accordance with law and per administrative regulation JCHH-AR – Communicable Disease – Students. If the disease is a reportable disease, the administrator will report the occurrence to the local health department. The administrator will also take whatever reasonable steps it considers necessary to organize and operate its programs in a way which both furthers the education and protects the health of students and others.

In cases when a restrictable or reportable disease is diagnosed and confirmed for a student, the administrator shall inform the appropriate employees with a legitimate educational interest to protect against the risk of exposure.

The district may, for the protection of both the student who has a restrictable disease and the exposed student, provide an educational program in an alternative setting.

The district will include, as a part of its emergency plan, a description of the actions to be taken by district personnel in the case of a declared public health emergency or other catastrophe that disrupts district operations.

The district shall protect the confidentiality of each student's health condition and record to the extent possible and consistent with federal and state law.

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

END OF POLICY

Legal Reference(s):

[ORS 431.150 to -431.157](#)
[ORS 433.001 to -433.526](#)
[OAR 333-018](#)

[OAR 333-019-0010](#)
[OAR 333-019-0014](#)
[OAR 333-019-1000](#)

[OAR 437-002-0360](#)
[OAR 437-002-0377](#)
[OAR 581-022-2220](#)

OREGON DEPARTMENT OF EDUCATION and OREGON HEALTH AUTHORITY, *Communicable Disease Guidance* (2020).
Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2019).

Cross Reference(s):

EBC/EBCA - Emergency Procedures and Disaster Plans
JHCCA - Students - HIV, HBV or AIDS

DELETED

**North Wasco County
School District 21**

Code: **JHCCA**
Adopted: 5/15/97
Revised/Readopted: 6/09/04; 3/02/17
Orig. Code(s): JHCCA

Students - HIV, HBV or AIDS**

The district will adhere strictly in policies and procedures to the Oregon Revised Statutes and the Oregon Administrative Rules as they relate to a student who is HIV positive or infected with HBV or diagnosed with AIDS¹.

The district recognizes a parent (student) has no obligation to inform the district of an HIV, HBV or AIDS condition and that the student has a right to attend school. If the district is informed of such a student, written guidelines shall be requested of the parent (student). These guidelines shall include who may have the information, who will give the information, how the information will be given and where and when the information will be given.

When informed of the infection, and with written permission from the parent (student), the district will develop procedures for formulating an evaluation team. The team shall address the nature, duration and severity of risk as well as any modification of activities. The team shall continue to monitor the student's condition.

Notification of alternative education programs shall be made to the parent or eligible student, if an HIV, HBV or AIDS student withdraws from school.

END OF POLICY

Legal Reference(s):

[ORS 326.565](#)
[ORS 326.575](#)
[ORS 332.061](#)
[ORS 336.187](#)
[ORS 339.030](#)

[ORS 339.250](#)
[ORS 433.008](#)
[ORS 433.045](#)

[OAR 333-018-0000](#)
[OAR 333-018-0005](#)
[OAR 581-022-0705](#)
[OAR 581-022-1660](#)

OREGON SCHOOL HEALTH SERVICES MANUAL: COMMUNICABLE DISEASES APPENDIX IV. GUIDELINES FOR SCHOOLS WITH CHILDREN WHO HAVE BLOODBORNE PATHOGENS, OREGON DEPARTMENT OF EDUCATION 2012.

¹HIV - Human Immunodeficiency Virus; HBV - Hepatitis B Virus; AIDS - Acquired Immune Deficiency Syndrome

North Wasco County School District 21

Code: JEA
Adopted: 4/12/01
Revised/Readopted: 6/09/04; 6/11/13; 12/15/16;
9/28/17; 1/30/18; 4/27/23
Orig. Code: JEA

Compulsory Attendance

Except when exempt by Oregon law, all children between ages 6 and 18 who have not completed the 12th grade are required to regularly attend a public, full-time school during the entire school term. Persons having ~~legal~~ control of a child between the ages 6 and 18, who has not completed the 12th grade, are required to ~~have~~ **send** the child ~~attend~~ **to school** and maintain the child in regular attendance during the entire school term.

All children five of age who have been enrolled in a public school are required to attend regularly while enrolled in the public school. Persons having ~~legal~~ control of a child, who is five years of age and ~~has~~ **who have** enrolled the child in a public school, are required to have the child attend and maintain the child in regular attendance during the school term.

Attendance supervisors shall monitor and report any violation of the compulsory attendance law to the superintendent or designee.

~~The district will develop procedures for issuing a citation.~~

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

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

Exemptions from Compulsory School Attendance

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

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

5. Children being educated in the home by a parent, **legal** or guardian or private teacher:
 - a. When a student is taught or is withdrawn from a public school to be taught by a parent, **legal guardian** or private teacher, the parent, **legal guardian** or **private** teacher must notify the Columbia Gorge Education Service District (ESD) in writing within 10 days of such occurrence. In addition, when **such** a ~~home-schooled~~ student moves to a new ESD, the parent, **guardian or private teacher** shall notify the new ESD in writing, within 10 days, of the intent to continue home schooling. The ESD shall acknowledge receipt of any notification in writing within 90 days of receipt of the notification. The ESD is to notify, at least annually, **the** school districts of ~~home-schooled~~ students who **are registered with the ESD and** reside in their district;
 - b. Each student being taught ~~by a parent or private teacher~~ **as described above** shall be examined no later than August 15, following grades 3, 5, 8 and 10:
 - (1) If the student was withdrawn from public school, the first examination shall be administered at least 18 months after the date the student withdrew **from public school**;
 - (2) If the ~~student~~ **child** never attended public or private school, the first examination shall be administered prior to the end of grade 3.
 - c. Procedures for home-schooled students with disabilities are set out in Oregon Administrative Rule (OAR) 581-021-0029;
 - d. Examinations ~~testing each student~~ shall be from the list of approved examinations from the State Board of Education;
 - e. The examination must be administered by a neutral individual qualified to administer tests on the approved list provided by the Oregon Department of Education;
 - f. The person administering the examination shall score the examination and report the results to the parent **or guardian**. Upon request of the ESD superintendent, the parent **or guardian** shall submit the results of the examination to the ESD;
 - g. All costs for the test instrument, administration and scoring are the responsibility of the parent **or guardian**;
 - h. In the event the ESD superintendent finds that the ~~student~~ **child** is not showing satisfactory educational progress, the ESD superintendent shall follow the guidelines in Oregon Revised Statutes and Oregon Administrative Rules.
6. Children whose sixth birthday occurred on or before September 1 immediately preceding the beginning of the current school year, if the parent or guardian notified the child's resident district in writing that the parent or guardian is delaying the enrollment of their child for one school year to better meet the child's needs for cognitive, social or physical development, as determined by the parent or guardian.
7. Children who are present in the United States on a nonimmigrant visa and who are attending a private, accredited English language learner program in preparation for attending a private high school or college.
8. Students excluded from attendance as provided by law.
9. Children who are eligible military children¹ are exempt up to 10 days after the date of military transfer or pending transfer indicated in the official military order.

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

10. An exemption may be granted to the parent or guardian of any child 16 or 17 years of age who is lawfully employed full-time, or who is lawfully employed part-time and enrolled in school, a community college or an alternative education program as defined in ORS 336.615.
11. An exemption may be granted to any child who is an emancipated minor or who has initiated the procedure for emancipation under ORS 419B.550 to 419B.558.

END OF POLICY

Legal Reference(s):

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

[ORS 339.990](#)
[ORS 807.065](#)
[ORS 807.066](#)

[OAR 581-021-0026](#)
[OAR 581-021-0029](#)
[OAR 581-021-0076](#)
[OAR 581-021-0077](#)

Cross Reference(s):

IGBHC - Alternative Education Notification

North Wasco County School District 21

2nd Reading & Adoption
Action requested

Code: BCBA
Adopted: 11/17/22; 7/25/24

Student Representative(s) ~~to~~ on the Board

~~The Board establishes two positions of student representatives on the~~ The Board has provided for a formalized ongoing method of communication with the students of the North Wasco County School District Board. ~~District's high schools by establishing a position of student representative to the Board.~~

The student representatives shall be installed on the Board with 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 North Wasco County School District, and will discharge the duties of Student Representative on the North Wasco County School District Board to the best of my ability.”

The superintendent, or designee, will develop administrative regulations to include application and selection processes, roles and responsibilities of a student representative, communication expectations, procedures and regulations for student representative. The information will be published in appropriate school communications.

The district will ensure the process and management of student representative application materials, communications and the interview process (if applicable) will comply with the requirements of law related to student records.

A student representative shall not be liable for any acts of the Board.

~~The student representatives shall receive notice of meetings, the agenda and the appropriate agenda materials; be provided a place at the Board table; and be encouraged to engage in discussion. The student representatives shall not be voting members of the Board.~~

~~The Board will assign the superintendent or designee the task to develop administrative regulations that will define the roles, responsibilities and selection procedures for the student representative(s).~~

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

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 (2023).

Code: **CBG**
Adopted: 2/12/98
Readopted: 12/17/15; 7/6/17; 7/25/24

Evaluation of the Superintendent

The Board will formally evaluate the The superintendent's job performance **at least once each year** ~~will be evaluated formally at least annually.~~ The evaluation will be based on the **superintendent's** administrative job description, any applicable standards of performance, Board policy and progress in attaining any goals for the year established by the superintendent and/or the 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 discussion and conferences with and about the superintendent and **their** his/her performance will be in executive session, unless the superintendent requests **a session open to the public** ~~an open session~~. 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 superintendent in writing of specific areas to be remedied, and the superintendent may be given an opportunity to correct the problem(s). Where the Board provided written notice pursuant to the prior sentence, if the Board determines the superintendent's performance remains unsatisfactory, the Board may dismiss or non-renew the superintendent pursuant to Board policy, the superintendent's employment contract 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 332.107
ORS 192.660 (2), (8)
ORS 332.505
ORS 342.513
ORS 342.815

OAR 581-022-1720

Hanson v. Culver School District No. 5 (FDAB 1975).

Code: CCG
Adopted: 11/21/17; 7/25/24

Evaluation of Administrators

The superintendent will implement and supervise an evaluation system for ~~administrative personnel~~ **administrators**. The purpose of administrator evaluations is to assist an administrator with developing and strengthening ~~his/her~~ professional abilities, to improve the instructional program and management of the school system, and for supervisors to make recommendations regarding their employment and/or salary status.

A formal evaluation will be conducted at least once each year.

The evaluation shall be conducted according to the following guidelines:

1. Evaluative criteria for each position will be in written form and made available to the administrator;
2. Evaluations will be made by the superintendent and/or a qualified, licensed designee;
3. Evaluations will be in writing and discussed with the administrator by the person who conducts the evaluation; and
4. The administrator being evaluated will have the right to attach a memorandum to the written evaluation, and have the right of appeal through established grievance procedures, if applicable.

An administrator's evaluation shall use the following educational leadership-administrator standards¹ adopted by the State Board of Education.

1. Visionary leadership;
2. Instructional improvement;
3. Effective management;
4. Inclusive practice;
5. Ethical leadership; and
6. Socio-political context.

¹These standards are aligned with the Interstate School Leaders Licensure Consortium (ISLLC) and the Educational Leadership Constituents Council (ELCC) standards for Education Leadership.

Administrator evaluations shall be based on the core administrator standards adopted by the Oregon State Board of Education. The standards shall be customized based on collaborative efforts with the administrators and any exclusive bargaining representative of the administration.

Local evaluation and support systems established by the district for administrators must be designed to meet or exceed the requirements defined in the Oregon Framework for Teacher and Administrator Evaluation and Support Systems, including:

1. Four performance level ratings of effectiveness;
2. Consideration of multiple measures of administrator practice and responsibility which may include, but are not limited to:
 - a. Classroom-based assessments including observations, lesson plans and assignments;
 - b. Portfolios of evidence;
 - c. Supervisor reports; and
 - d. Self-reflections and assessments.
3. Consideration of evidence of student academic growth and learning based on multiple measures of student progress including performance data of students, schools and districts that is both formative and summative. Evidence may also include other indicators of student success;
4. A summative evaluation method for considering multiple measures of professional practice, professional responsibilities, and student learning and growth to determine the administrator's professional growth path;
5. Customized by the district, which may include individualized weighting and application of the standards.

An evaluation using the administrator standards must attempt to:

1. Strengthen the knowledge, skills, disposition and administrative practices of the administrator;
2. Refine the support, assistance and professional growth opportunities offered to the administrator, based on the individual needs of the administrator and the needs of the students, the school and the district;
3. Allow the administrator to establish a set of administrative practices and student learning objectives that are based on the individual circumstances of the administrator, including other assignments of the administrator;
4. Establish a formative growth process for each administrator that supports professional learning and collaboration with other **teachers and** administrators;
5. Use evaluation methods and professional development, support and other activities that are based on curricular standards and are targeted to the needs of the administrator; and
6. Address ways to help all educators strengthen their culturally responsive practices.

~~Evaluation and support systems established by the district must evaluate administrators on a regular cycle.~~
The superintendent shall regularly report to the Board on the implementation of the evaluation and support systems and educator effectiveness.

END OF POLICY

Legal Reference(s):

ORS 192.660(2),(8)

ORS 332.505

ORS 342.513

ORS 342.815

ORS 342.850

ORS 342.856

OAR 581-022-2405

OAR 581-022-2410

OAR 581-022-2420

Hanson v. Culver Sch. Dist. (FDAB 1975).

North Wasco County School District 21

Code: **EBBB**
Adopted: 8/24/17; 11/21/17; 5/23/24; 7/25/24

Injury or Illness Reports

All injuries or illnesses¹, 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. Staff members will report self-administered first-aid² treatment to an immediate supervisor. All accidents involving employees, students, visiting public or district property 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.

In the event of a work-related³ illness or injury to an employee resulting in in-patient hospitalization ~~for medical treatment~~⁴ ~~other than first aid~~, loss of an eye, amputation or avulsion⁵ the district safety officer shall report the incident to the Oregon Occupational Safety and Health Division (OR-OSHA) within 24 hours after notification to the district of an illness or injury. Fatalities or catastrophes⁶ shall be reported⁷ to OSHA within eight hours.

ALL injuries or illnesses sustained by an employee, while in the actual performance of the duty of the employee or by a student or visiting public and accidents involving district property, employees, students or visiting public will be promptly investigated. As a result of the investigation any corrective measures needed will be acted upon.

The district safety officer will maintain records on injuries, illnesses, and accidents involving district property, employees, students or visiting public.

¹The Oregon Occupational Safety and Health Division provides: "Injury or illness" means an abnormal condition or disorder. Injuries include cases such as, but not limited to, a cut, fracture, sprain, or amputation. Illnesses include both acute and chronic illnesses, such as, but not limited to, skin disease, respiratory disorder, or poisoning (record injuries and illnesses only if they are new, work-related cases that meet one or more of the recording criteria. OAR 437-001-0015(39).

²For employees, "first aid" means any one-time treatment and subsequent observation of minor scratches, cuts, burns, splinters, or similar injuries that do not ordinarily require medical care. Such one-time treatment and subsequent observation is considered first aid even though it is provided by a physician or registered professional personnel. OAR 437-001-0015(34).

³An injury or illness is work related if an event or exposure in the work environment either caused or contributed to the resulting condition or significantly aggravated a preexisting injury or illness. OAR 437-001-0700(6).

⁴~~Medical² treatment is the management or care of a patient to combat disease or disorder. The following are not considered medical treatment: visits to a physician or other licensed health care professional solely for observation or counseling; diagnostic procedures, such as x-rays and blood tests, including administering prescription medications solely for diagnostic purposes; or any procedure that can be labeled first aid according to OAR 437-001-0700(8)(d)(A)(iii).~~

⁵Amputations and avulsions are only required to be reported if they result in bone loss. OAR 437-001-0704(4)

⁶"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. OAR 437-001-0015(11)

⁷Reporting must be done in person or by telephone. OAR 437-001-0704(3)

These records will include prevention measures taken, reporting information, periodic statistical reports on the number and types of injuries, illnesses and accidents occurring in the district, and monthly and annual analyses of accident data. Such reports will be submitted to the superintendent for review.

END OF POLICY

Legal Reference(s):

ORS 339.309

OAR 437-001-0015

OAR 437-001-0700

OAR 437-001-0760

OAR 581-022-2225

North Wasco County School District 21

Code: JGAB
Adopted: 3/20/08
Revised/Readopted: 3/02/17; 1/30/18; 2/23/23; 7/25/24

Use of Restraint and Seclusion**

The Board is dedicated to the development and application of best practices within the district's educational/behavioral programs. It is the intent of the Board to establish a policy that defines the circumstances that must exist and the requirements that must be met prior to, during and after the use of physical restraint and/or seclusion as an intervention with district students.

The use of the following types of restraint on a student in the district is prohibited:

1. Chemical restraint.
2. Mechanical restraint.
3. Prone restraint.
4. Supine restraint.
5. Any restraint that involves the intentional and nonincidental use of a solid object¹, including a wall or the floor, to impede a student's movement, unless the restraint is necessary to prevent an imminent life-threatening injury or to gain control of a weapon.
6. Any restraint that places, or creates a risk of placing, pressure on a student's mouth, neck or throat.
7. Any restraint that places, or creates a risk of placing, pressure on a student's mouth, unless the restraint is necessary for the purpose of extracting a body part from a bite.
8. Any restraint that impedes, or creates a risk of impeding, breathing.
9. Any restraint that involves the intentional placement of the hands, feet, elbow, knee or any object on a student's neck, throat, genitals or other intimate parts.
10. Any restraint that causes pressure to be placed, or creates a risk of causing pressure to be placed, on the stomach or back by a knee, foot or elbow bone.
11. Any action designed for the primary purpose of inflicting pain.

The use of a seclusion cell is prohibited.

¹ The use of a solid object, including furniture, a wall, or the floor, by district staff performing a restraint is not prohibited if the object is used for the staff's own stability or support while performing the restraint and not as a mechanism to apply pressure directly to the student's body.

Restraint or seclusion may not be used for discipline, punishment, retaliation or convenience of staff, contractors or volunteers of the district.

Restraint may be imposed on a student in the district only under the following circumstances:

1. The student's behavior imposes a reasonable risk of imminent and substantial physical or bodily injury to the student or others; and
2. Less restrictive interventions would not be effective.

Seclusion may be used on a student in the district only under the following circumstances:

1. The student's behavior imposes a reasonable risk of imminent and serious bodily injury to the student or others; and
2. Less restrictive interventions would not be effective.

If restraint or seclusion is used on a student, by trained staff or other staff available in the case of an emergency when trained staff are not immediately available due to the unforeseeable nature of the emergency, e.g., teacher, administrator, or volunteer, it will be used only for as long as the student's behavior poses a reasonable risk of imminent and substantial physical or bodily injury to the student or others and less restrictive interventions would not be effective. Students will be continuously monitored by staff for the duration of the restraint or seclusion.

Definitions

1. "Restraint" means the restriction of a student's action or movements by holding the student or using pressure or other means.

"Restraint" does not include:

- a. Holding a student's hand or arm to escort student safety and without the use of force from one area to another;
- b. Assisting a student to complete a task if the student does not resist the physical contact; or
- c. Providing reasonable intervention with the minimal exertion of force necessary if the intervention does not include a restraint prohibited under Oregon Revised Statute (ORS) 339.288 and the intervention is necessary to:
 - (1) Break up a physical fight;
 - (2) Interrupt a student's impulsive behavior that threatens the student's immediate safety, including running in front of a vehicle or climbing on unsafe structures or objects; or
 - (3) Effectively protect oneself or another from an assault, injury or sexual contact with the minimum physical contact necessary for protection.

2. "Seclusion" means the involuntary confinement of a student alone in a room from which the student is physically prevented from leaving. Seclusion includes, but is not limited to, the involuntary confinement of a student alone in a room with a closed door, whether the door is locked or unlocked.

"Seclusion" does not include the removal of a student for a short period of time to provide the student with an opportunity to regain self-control if the student is in a setting from which the student is not physically prevented from leaving, or a student being left alone in a room with a closed door

for a brief period of time if the student is left alone for a purpose that is unrelated to the student's behavior.

3. "Seclusion cell" means a freestanding, self-contained unit that is used to isolate the student from other students or physically prevent a student from leaving the unit or cause the student to believe that the student is physically prevented from leaving the unit.
4. "Serious bodily injury" means any significant impairment of the physical condition of a person, as determined by qualified medical personnel, whether self-inflicted or inflicted by someone else.
5. "Substantial physical or bodily injury" means any impairment of the physical condition of a person that requires some form of medical treatment.
6. "Mechanical restraint" means a device used to restrict the movement of a student or the movement or normal function of a portion of the body of a student.

Mechanical restraint does not include:

- a. A protective or stabilizing device ordered by a licensed physician; or
 - b. A vehicle safety restraint when used as intended during the transport of a student in a moving vehicle.
7. "Chemical restraint" means a drug or medication that is used on a student to control behavior or restrict freedom of movement that has not been prescribed by a licensed physician or other qualified health professional acting under the professional's scope of practice for standard treatment of the student's medical or psychiatric condition; and administered as prescribed by a licensed physician or other qualified health professional acting under the professional's scope of practice.
 8. "Prone restraint" means a restraint in which a student is held face down on the floor.
 9. "Supine restraint" means a restraint in which a student is held face up on the floor.

Any student being restrained or secluded within the district whether in an emergency or as a part of a plan shall be constantly monitored by staff for the duration of the intervention. Any room used for seclusion of a student must meet the standards as outlined in Oregon Administrative Rule (OAR) 581-021-0568.

The district shall **only** utilize ~~the Oregon Intervention System (OIS) and/or Crisis Prevention Intervention (CPI)~~ **a training program(s) of for** restraints or seclusion **for use to train staff and use** in the district. ~~As required by state regulation, the selected program shall be one which has been approved by the Oregon Department of Education (ODE) and include, but not limited to, positive behavioral support, conflict prevention, de-escalation and crisis response techniques. Any program selected by the district must be in compliance with state and federal law with respect to the use of restraint and seclusion.~~

The district shall preserve, and may not destroy, any records related to an incident of restraint or seclusion, including an audio or video recording. The records must be preserved in the original format and without alteration in accordance with law.

An annual review of the use of restraint and seclusion during the preceding school year shall be completed and submitted to ODE to ensure compliance with district policies and procedures.

The results of the review and annual report shall be documented and shall include at a minimum:

1. The total number of incidents of restraint;
2. The total number of incidents involving seclusion;
3. The total number of seclusions in a locked room;
4. The total number of students placed in restraint;
5. The total number of students placed in seclusion;
6. The total number of incidents that resulted in injuries or death to students or staff as a result of the use of restraint or seclusion;
7. The total number of students placed in restraint or seclusion more than 10 times in a school year and an explanation of what steps have been taken by the district to decrease the use of restraint and seclusion for each student;
8. The total number of restraint or seclusion incidents carried out by untrained individuals;
9. The demographic characteristics² of all students upon whom restraint or seclusion was imposed;
10. The total number of rooms available for use by the district for seclusion of a student and a description of the dimensions and design of the rooms.

This annual report shall be made available to the Board and to the public at the district's main office and on the district's website.

At least once each school year the parents and guardians of students of the district be notified as to how to access the report.

The district shall investigate all complaints regarding the use of restraint and/or seclusion practices according to the procedures outlined in Board policy KL - Public Complaints and KL-AR - Public Complaint Procedure. The complaint procedure is available at the district's administrative office and is available on the home page of the district's website.

The complainant, whether an organization or an individual, may appeal a district's final decision to the Oregon Department of Education pursuant to OAR 581-002-0001 – 581-002-0023. **This appeal process is represented in administrative regulation KL-AR – Complaint Procedure.**

The superintendent shall develop administrative regulations to carry out the requirements set forth in this policy and to meet any additional requirements established by law related to the use, reporting and written documentation of the use of restraint or seclusion by district staff. **A staff member who violates this policy or its administrative regulation may be subject to discipline, up to and including dismissal.**

² Including race, ethnicity, gender, disability status, migrant status, English proficiency and status as economically disadvantaged, unless the demographic information would reveal personally identifiable information about an individual student.

END OF POLICY

Legal Reference(s):

[ORS 161.205](#)
[ORS 339.250](#)
[ORS 339.285](#)
[ORS 339.288](#)
[ORS 339.291](#)
[ORS 339.294](#)
[ORS 339.297](#)

[ORS 339.300](#)
[ORS 339.303](#)

[OAR 581-021-0061](#)
[OAR 581-021-0550](#)
[OAR 581-021-0553](#)
[OAR 581-021-0556](#)

[OAR 581-021-0563](#)
[OAR 581-021-0566](#)
[OAR 581-021-0568](#)
[OAR 581-021-0569](#)
[OAR 581-021-0570](#)
[OAR 581-022-2267](#)
[OAR 581-022-2370](#)

Cross Reference(s):

JGA - Corporal Punishment
JGB - Detention of Students
JGDA/JGEA - Discipline of Students with Disabilities

North Wasco County School District 21

Code: DJC-AR
 Adopted: 1/11/01
 Revised/Reviewed: 11/09/06; 8/18/16
 Readopted: 8/23/16
 Revised/Readopted: 1/28/04; 11/09/06; 10/25/07; 7/21/16
 Orig. Code: DJC

~~Special Procurements and Exemptions from Competitive Bidding and Special Procurements~~

All public contracts shall be based upon competitive bids or proposals, except the following:

1. **Contracts below threshold levels in accordance with ORS 279B.065 (small procurements for goods and services), 279B.070 (intermediate procurements for goods and services) and 279C.412 (intermediate procurements for public improvements);**
2. **Special procurements for goods and services in accordance with ORS 279B.085 and OAR 137-047-0285;¹**
3. **Contracts which have been exempted under ORS 279A.025 and 279C.335; and**
4. **Any other contract exempted by law.**

SPECIAL PROCUREMENTS for Goods and Services

To proceed with a special procurement, the district shall submit a written request to the Board, acting as the Local Contract Review Board (LCRB). **This request shall** ~~that~~ describes the contracting procedure, the goods and services or class of goods and services that are the subject of the special procurement, and circumstances that justify the use of a special procurement. ~~under the standards as follows:~~

The special procurement is **must be** unlikely to encourage favoritism in the awarding of public contract or to substantially diminish competition for public contracts and, (A) is reasonably expected to result in substantial cost savings to the district or to the public, or (B) otherwise substantially promote the public interest in a matter that could not practicably be realized by complying with requirements that are applicable under ORS 279B.055, 279B.060, 279B.065, 279B.070 or under any related rules.

After LCRB approval, the district may proceed with a special procurement. Public notice of the approval of a special procurement must be given in the same manner as provided in ORS 279B.055(4). If the district intends to award a contract through special procurements that calls for competition among prospective contractors, the district shall award the contract to the contractor it determines to be most advantageous to the district.

¹ Procurement law for goods and services uses the term “special procurement.” Procurement law for public improvement contracts does not use the term “special procurement,” but a comparable exemption is allowed under ORS 279C.335.

When the LCRB approves a class special procurement the district may award contracts to acquire goods and services within the class of goods and services in accordance with the terms of the approval without making a subsequent request for a special procurement.

The following are additional considerations and requirements for specific types of special procurements. The request submitted to the LCRB should address these provisions and satisfy any requirements.

BRAND NAMES or Equal² OR PRODUCTS, “OR EQUAL,” SINGLE SELLER AND SOLE SOURCE

1. **“Brand name or equal specification” means a specification that uses one or more manufacturers’ names, makes, catalog numbers or similar identifying characteristics needed to meet the district’s requirements and that authorizes bidders or proposers to offer goods or services that are equivalent or superior to those named or described in the specification.**
2. **“Brand name specification” means a specification limited to one or more products, brand names, makes, manufacturer’s names, catalog numbers or similar identifying characteristics.”**
3. **“Specification” means any description of the physical or functional characteristics of, or of the nature of, goods or services to be procured by a contracting agency.³**
 - a. ~~The district may purchase brand names or products from a single seller or sole source without competitive bidding subject to the limitations of this rule.~~
 - b. ~~Solicitation specifications for public contracts of the district shall not expressly or implicitly require any product of any particular manufacturer or seller except as expressly authorized in subsections c. and d. of this rule.~~
 - c. ~~The district may specify a particular brand name or equal specifications when the use of a brand name or equal specification is advantageous to the district, because the brand name describes the standard or quality, performance, functionality and other characteristics of the product needed by the district.~~
 - (1) ~~The district is entitled to determine what constitutes a product that is equal or superior to the product specified, and any such determination is final;~~
 - (2) ~~The district is not prohibited from specifying one or more comparable projects as examples of the quality, performance, functionality or other characteristics of the project needed by the district;~~

A brand name specification may be prepared and used only if the district determines for a solicitation or class of solicitations that only the identified brand name specification will meet the needs of the district based on one or more of the following written determinations:

1. ~~The~~ **That** use of a brand name specification is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts; ~~or~~
2. **That use of a brand name** specification ~~of the brand name, mark or product~~ would result in **substantial** cost savings to the **contracting agency** ~~district~~; ~~or~~

² For additional guidance, see OAR 125-247-0691

³ Specification may include a description of any requirement for inspecting, testing or preparing goods or services for delivery.

3. **That** there is only one manufacturer or seller of the product of the quality, performance or functionality required; or
4. ~~The~~ **That** efficient utilization of existing goods requires the acquisition of compatible goods and services.

Advertising Contracts, Purchase of⁴

The district traditionally purchases advertising in newspapers, however, the district may also purchase advertising in other media, such as radio, television or the internet. Advertising contracts may be procured without competitive procurement based on findings of:

1. **Advertisements are placed in a particular source because of the specific audience that source serves;**
2. **Competition to furnish advertising space in daily newspapers of general, trade or business circulation in the vicinity of the district is limited;**
3. **Cost savings are difficult to quantify where the sources are unique and not interchangeable;**
4. **Advertisements may be placed to satisfy legal notice or Board policy requirements;**
5. **Other published advertisements or notices, such as routine public notices, personnel recruitment information, etc., are placed in one or more of the publications of general circulation in the local area and other publications, as appropriate;**
6. **The communities served by the district rely upon its use of the local daily newspaper as a central source of news and information regarding district activities; or**
7. **It is unknown whether contracts for advertisements placed with radio, television, the internet or other media are going to result in cost savings if not placed for competitive bid or request for proposal (RFP). If possible, savings could be obtained through competitive means, the district would attempt to obtain competitive quotes or bids, as appropriate.**

~~The district may award a contract for goods or services without competition when the LCRB determines in writing that the goods or services, or the class of goods or services, are available from only one source. The determination of the source must be based upon written findings that shall include:~~

- ~~(1) A brief description of the contract or contracts to be covered, including contemplated future purchases;~~
- ~~(2) Description of the product or service to be purchased; and~~

⁴ See OAR 125-247-0288(5) for additional guidance.

- ~~(3) — The reasons the district is seeking this procurement method, which shall include any of the following:~~
- ~~1. — That the efficient utilization of existing goods requires the acquisition of compatible goods or services; or~~
 - ~~2. — That the goods or services required for exchange of software or data with other public or private agencies are available from only one source; or~~
 - ~~3. — That the goods or services are for use in a pilot or an experimental project; or~~
 - ~~4. — To the extent reasonably practical, the contracting agency shall negotiate with the sole source to obtain contract terms advantageous to the contracting agency.~~
- ~~b. — The district may specify a product or service available from only one manufacturer but available through multiple sellers after complying with subsection c. above documenting the procurement file with the following information:~~
- ~~(1) — If the total purchase is over \$10,000 but does not exceed \$150,000, and a comparable product or service is not available under an existing Mandatory Use Contract, the district must obtain informal competitive quotes, bids or proposals and retained in the procurement file;~~
 - ~~(2) — If the purchase does not exceed \$150,000, and the supplies or service are not available under an existing price agreement for information technology with competing products or Mandatory Use Contract, the district must first request and obtain prior written authorization from the LRCB to proceed with the acquisition.~~
- ~~c. — If the district intends to make several purchases of the product of brand name specific supplies and services from a particular manufacturer or seller for a period not to exceed five years, the district will so state in the procurement file and in the solicitation document, if any or a public notice of a solicitation. Such documentation shall be sufficient notice as to subsequent purchases. If the total purchase amount is estimated to exceed \$150,000, this shall be stated in the advertisement for bids or proposals.~~

~~Findings of Fact/Conclusion of Compliance with Law (OAR 125-247-0275)~~

~~The district shall submit a written request to the local contract review board that describes the contracting procedure, goods and services subject of the special procurement and the circumstances that justify the use of the special procurement.~~

- ~~a) — It is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts and is reasonably expected to result in substantial cost savings to the district which could not be realized under ORS 279B.055, 279B.060, 279B.065 or 279B.070 as required by ORS 279B.085 (4).~~
- ~~b) — Public notice of the approval must be given in the same manner as provided in ORS 279B.055(4).~~
- ~~c) — This rule requires the district to make a good faith effort to determine that no other sources are available for the specified products.~~
- ~~d) — The district maintains open lists from which vendors are contacted for quotations and utilizes electronic means of determining new vendors on an ongoing basis.~~
- ~~e) — The awarding of a contract as described in this special procurement should result in substantial cost savings by virtue of the ability to reduce solicitation costs when it is known that comparable projects are~~

~~not available, or when specifying another product solely to meet a competition requirement might lead to lower initial cost but longer lifetime cost.~~

~~f) — When the local review board approves a class special procurement the district may award contracts to acquire goods and services within the class of goods and services in accordance with the terms of the approval without making a subsequent request for procurement.~~

~~8. — ADVERTISING CONTRACTS, PURCHASE OF~~

- ~~a. — The district may purchase advertising in any media, regardless of dollar amount, without competitive bidding.~~
- ~~b. — The Board acting as the LCRB of the district must use competitive methods whenever possible to achieve best value and must document in the procurement file the reasons why a competitive process was deemed impractical and the resulting contract must be in writing.~~
- ~~c. — If the anticipated purchase exceeds \$10,000, and a competitive method is used, the district must post notice on the Oregon Procurement Information Network (ORPIN).~~

Findings of Fact

The district traditionally purchases advertising in newspapers. The following findings relate primarily to newspapers and written publications; however, the district may also purchase advertising for student activities or educational programs in other media, such as radio or television, where these findings apply:

- ~~a) — By their nature, media sources are generally unique. Advertisements are placed in a particular source because of the specific audience that source serves;~~
- ~~b) — Competition to furnish advertising space in daily newspapers of general, trade or business circulation in the vicinity of the district is limited;~~
- ~~c) — Cost savings are difficult to quantify where the sources are unique and not interchangeable;~~
- ~~d) — Advertisements may be placed to satisfy legal notice or Board policy requirements;~~
- ~~e) — Other published advertisements or notices, such as routine public notices, personnel recruitment information, etc., are placed in one or more of the publications of general circulation in the local area and other publications, as appropriate;~~
- ~~f) — The communities served by the district rely upon its use of the local daily newspaper as a central source of news and information regarding district activities;~~
- ~~g) — It is unknown whether contracts for advertisements placed with radio, television or other broadcast media are going to result in cost savings if not placed for competitive bid or request for proposal (RFP). If possible savings could be obtained through competitive means, the district would attempt to obtain competitive quotes or bids, as appropriate.~~

Conclusion of Compliance with Law

Due to limited competition and unique nature of sources, it is unlikely that this class special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts. Further, any contracts awarded under this class special procurement would result in a cost savings available to the district where the district can achieve volume savings through contracts for advertising with a particular media source, or otherwise substantially promote the public interest.

ADVERTISING CONTRACTS, SALE OF

The district may sell advertising for district publications and activities, regardless of dollar amount, without competitive bidding, including school newspapers, yearbooks, athletic programs, drama or music programs and the like.

Findings of Fact

Sales of advertising for student activities are generally other fund revenues, where student groups solicit advertisements from local businesses to help with the cost of the activity itself. A common example is the sale of advertising in school newspapers and yearbooks. ~~The circulation of the newspaper and yearbook is limited to the students, teachers, parents and interested members of the community associated with the activities of that particular school. Due to the limited circulation and audience, the businesses that participate by purchasing advertising do so partly in the spirit of good will. Any business is welcome to place an advertisement in the school newspaper or yearbook; all it needs to do is to contact any district school which publishes one.~~ The district itself would not achieve any increased revenue to the General Fund by seeking competitive bids or proposals for such advertising. This holds true for other student activities, such as athletics, drama or music events and the like.

Conclusion of Compliance with Law

~~These findings indicate that it is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts. Any business or individual who wishes to advertise in this manner may do so by simply contacting the student group responsible for the activity.~~

~~The sale of advertising for student activities such as school newspapers, yearbooks, athletic, drama or music programs would not benefit from competitive procurement. Such a requirement would place an unnecessary burden on the student group's activity and there is no financial advantage to the district in doing so. Consequently, the cost savings test is not an issue.~~

EQUIPMENT REPAIR AND OVERHAUL⁵

The district may enter into a public contract for equipment repair or overhaul without competitive bidding, **when competitive procurement is not practical. This may include when** subject to the following conditions: service or parts required are unknown and the cost cannot be determined without extensive preliminary dismantling or testing; or service or parts required are for sophisticated equipment for which specially trained personnel are required and such personnel are available from only one source. **The district will use a competitive procedure to the extent practicable.** ; and

If the repair or overhaul qualifies as an emergency, the district may use emergency procurement procedures.

d. — The following limitations apply to this rule:

- (1) — ~~If the contract is less than or equal to \$150,000, the school or department shall submit in writing to the superintendent or designee the reasons why competitive bids or quotes are~~

⁵ For additional guidance, see OAR 127-247-0288(6).

- deemed to be impractical. The superintendent or designee will accordingly document in its procurement file and may enter directly into the contract;
- (2) If the school or department official thinks the contract may exceed \$150,000, he/she shall submit in writing to the superintendent or designee the reasons why competitive bidding is deemed to be impractical and a description of the cost savings to be obtained by an special procurement. The superintendent or designee may prepare a specific request for the anticipated contract to be obtained through special procurement procedures to submit to the LCRB for approval.

Findings of Fact

- a) The need for equipment repair or overhaul cannot be anticipated by district staff. If a piece of equipment is broken or not working properly, the district incurs cost of downtime, possible replacement equipment rental fees, staff time and other inconveniences or liabilities to its programs.
- b) Generally, there are a limited number of vendors who are able to perform repair or overhaul on a particular piece of equipment because of its make or manufacture. Sophisticated equipment may require specially trained personnel available from only one source. Often, a piece of equipment will have a partial warranty in place which will guarantee some savings to the district in the parts and/or labor needed to do the repair or overhaul. This warranty savings may only be achieved if the original manufacturer or provider of the equipment performs the necessary repair or overhaul.
- e) The dollar limits on the use of this special procurement procedure ensure that when the cost of the equipment repair or overhaul is expected to exceed \$150,000, the district will either seek formal competitive bids or, if that is not practical or cost effective, obtain a specific special procurement procedure from the LCRB to proceed with the purchase of the needed repair or overhaul.

Conclusion of Compliance with Law

It is unlikely that this special procurement procedure will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts because the dollar limits incorporated into this special procurement when the anticipated costs exceed \$150,000, insure the district will seek formal competitive bids and proposals. If the formal process is not practical, the district will obtain a specific exemption from the LCRB to proceed with the purchase of the needed repair or overhaul.

The awarding of public contracts under this special procurement will result in a cost savings to the district, as required by ORS 279B.085, because the district incurs direct and indirect costs from the moment equipment breaks down or becomes unusable. This special procurement only applies to equipment already owned by the district and does not provide for the purchase of new equipment. The district must be able to purchase necessary services and parts as quickly as possible in order to minimize equipment downtime and potential costs during that downtime.

COPYRIGHTED MATERIALS

Contracts for the procurement or distribution of textbooks are exempt from public procurement requirements. Purchase of copyrighted materials available from only one source may be procured through the sole source procedures. Requests for special procurement approval for the purchase of other copyrighted materials may be submitted to the LCRB with supporting information.

Used Personal Property or Equipment, Purchase⁶

The district may purchase used property or equipment without obtaining competitive bids or quotes, if at the time of purchase, the LCRB has determined that the purchase will result in substantial cost savings to the district or promote the public interest and will unlikely diminish competition or encourage favoritism. **“Used personal property or equipment” is property or equipment which has been placed in its intended use by a previous owner or user for a period of time recognized in the relevant trade or industry as qualifying the personal property or equipment as “used,” at the time of district purchase.**

Information Technology and Telecommunication Contracts⁷

The district may enter into a contract to acquire information technology hardware and software and services (including telecommunications) without competitive bidding if, the LCRB has determined that the purchase will result in substantial cost savings to the district or promote the public interest and will unlikely diminish competition or encourage favoritism.

Renegotiation of Existing Contracts with Incumbent Contractors

The district may amend or renegotiate contracts with existing vendors, service providers or other parties in accordance with OAR 137-047-0800.

EXEMPTIONS FOR PUBLIC IMPROVEMENT CONTRACTS

Oregon law⁸ allows for exceptions to competitive bidding for public improvement contracts or classes of contracts when the LCRB approves findings that:

- 1. The exemption is unlikely to encourage favoritism in awarding public improvement contracts or substantially diminish competition for public improvement contracts; and**
- 2. Awarding a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the district.**

In approving a finding, the LCRB shall consider the type, cost and amount of the contract and, to the extent applicable to the particular public improvement contract or class of public improvement contracts, the following:

- 1. How many persons are available to bid;**
- 2. The construction budget and the projected operating costs for the completed public improvement;**

⁶ For additional guidance, see OAR 125-247-0288(10). When contracting with another governmental entity, a district has a statutory exception under ORS 279A.025. The district may purchase state/federal surplus property through the Department of Administrative Services, State Services Division for Surplus Property. For more information on this program, contact DAS at 503-378-4714.

⁷ For additional guidance, see OAR 127-247-0185.

⁸ See ORS 279C.335.

3. **Public benefits that may result from granting the exemption;**
4. **Whether value engineering techniques may decrease the cost of the public improvement;**
5. **The cost and availability of specialized expertise that is necessary for the public improvement;**
6. **Any likely increases in public safety;**
7. **Whether granting the exemption may reduce risks to the contracting agency, the state agency or the public that are related to the public improvement;**
8. **Whether granting the exemption will affect the sources of funding for the public improvement;**
9. **Whether granting the exemption will better enable the contracting agency to control the impact that market conditions may have on the cost of and time necessary to complete the public improvement;**
10. **Whether granting the exemption will better enable the contracting agency to address the size and technical complexity of the public improvement;**
11. **Whether the public improvement involves new construction or renovates or remodels an existing structure;**
12. **Whether the public improvement will be occupied or unoccupied during construction;**
13. **Whether the public improvement will require a single phase of construction work or multiple phases of construction work to address specific project conditions; and**
14. **Whether the contracting agency or state agency has, or has retained under contract, and will use contracting agency or state agency personnel, consultants and legal counsel that have necessary expertise and substantial experience in alternative contracting methods to assist in developing the alternative contracting method that the contracting agency or state agency will use to award the public improvement contract and to help negotiate, administer and enforce the terms of the public improvement contract.**

In granting this exemption, the LCRB shall:

1. **If appropriate, direct the use of alternative contracting methods that take account of market realities and modern practices and are consistent with the public policy of encouraging competition;**
2. **Require and approve or disapprove written findings by the district that support awarding a particular public improvement contract or a class of public improvement contracts, without the competitive bidding requirements. The findings must show that the exemption complies with the requirements outlined in this administrative regulation; and**
3. **If the procurement involves construction manager/general contractor services, require the district conduct the procurement in accordance with OAR 137-049-0690.**

Notification of a proposed exemption under this section must be published in at least one trade newspaper of general statewide circulation a minimum of 14 days before the date on which the LCRB intends to take action to approve or disapprove the exemption. The notice must state that in response to a written request, the district will hold a public hearing for the purpose of taking comments on the draft findings for an exemption from the competitive bidding requirement.⁹ If a hearing is held, the district shall offer an opportunity for any interested party to appear and comments. If the district must act promptly because of circumstances beyond the district's control that do not constitute an emergency, notification of the proposed exemption may be published simultaneously with the district's solicitation of contractors, as long as responses to the solicitation are due at least five days after the agency intends to take action to approve or disapprove the proposed exemption.

~~The district may, without competitive bidding and regardless of dollar amount, purchase copyrighted materials where there is only one known supplier available for such goods. Examples of copyrighted materials covered by this special procurement procedure may include, but are not necessarily limited to, newly adopted textbooks/instructional materials, workbooks, curriculum kits, reference materials, audio and visual media and non-mass-marketed software from a particular publisher or their designated distributor.~~

Findings of Fact

- ~~a) — By their nature, copyrighted materials are protected for the use of a single owner. Copyrighted materials may not be duplicated by others without the copyright owner's permission or license. Copyrights are established and regulated under federal law.~~
- ~~b) — Often, copyrighted materials are produced by only one supplier who may be the owner of the copyright or his/her licensee. Textbooks/Instructional materials are examples of copyrighted materials that the district purchases through a sole source. Textbooks/Instructional materials are adopted through a statewide process under the authority of the Oregon Department of Education. A textbook/instructional material adoption defines the various materials which the district will purchase for use in its educational programs.~~

~~The district purchases its textbooks/instructional materials through the Northwest Textbook Depository. This practice enables the regional textbook depository to purchase and warehouse textbooks/instructional materials in conformance with adoptions made in the states of their region. The result is that savings are achieved through the depository's combined purchases on behalf of member districts. Freight costs for individual districts are reduced by the bulk purchases of the depository and the depository takes on the cost of stocking and warehousing enough to meet each member district's needs.~~

~~The system of textbook/instructional materials distribution enables the district to participate in the largest possible bulk purchasing activity of adopted textbooks/instructional materials in the region. This ensures a cost savings to the district. A savings that would be jeopardized if the district was to act as an individual purchaser.~~

Conclusion of Compliance with Law

⁹ The district may hold a hearing even if there is no written request.

This special procurement will not encourage favoritism or substantially diminish competition in the awarding of public contracts. The production and distribution of copyrighted materials is controlled by the owner of the copyright and may only be permitted through a sole source. The district has no control over this.

The awarding of contracts pursuant to this special procurement will result in a cost savings to the district when it needs to purchase copyrighted materials and there is only one known supplier for such goods, or otherwise substantially promote the public interest.

9. PRODUCT PREQUALIFICATION

- a. When specific design or performance specifications must be met or such specifications are impractical to create or reproduce for a type of product to be purchased, the district may specify a list of approved or qualified products by reference to the prequalified product(s) of particular manufacturers or vendors in accordance with the following product prequalification procedure:
 - (1) The district will make reasonable efforts to notify all known manufacturers and vendors of competing products of the district's intent to compile a list of prequalified products. The notice will explain the opportunity manufacturers and vendors of competing products will have to apply to have their product(s) included on the district's list of prequalified products. At its discretion, the district may provide notice by advertisement in a trade paper of general statewide circulation or other appropriate trade publication; or instead of advertising, the district may provide written notice to those manufacturers and vendors appearing on the appropriate list maintained by the district; and
 - (2) The district will accept manufacturer and vendor applications to include products in the district's list of prequalified products up to 15 calendar days prior to the initial advertisement for bids or proposals for the type of product to be purchased, unless otherwise specified in the advertisement or in the district's written notice.
- b. If the district denies an application for including a product on a list of prequalified products, the district shall promptly provide the applicant with a written notice of the denial and include the reason for denial. The applicant may submit a written appeal within 7 calendar days to the district business manager to request review and reconsideration of the denial.

Findings of Fact

a) There are occasions when the district needs to establish a list of prequalified products before it invites bids or proposals to furnish the products. The district may have a specific performance or design need, but it is impractical for the district to create a specification for the type of products to be purchased. An example is audiovisual equipment. There is a tremendous variety of audiovisual products offered in the market. The equipment technology is complex and constantly changing. It would be very burdensome and time consuming for the district to generate nonbrand name, generic performance specifications for such equipment every time it wants to make a purchase.

b) Also, competition would be poorly served because bidders and proposers would not know in advance whether their offered product would meet the general specification substantially enough to be considered a responsive offer. The decision to make an award would be slow, because each product

~~offered would have to be analyzed against the district's specification. Slowdown in the award process affects both bidders, who are asked to hold their bids open until award is made, and district programs, because staff are not able to order the equipment they need until the contract is awarded.~~

~~e) — In this case, it might be more cost effective and efficient for the district to prequalify products and establish a list of approved products before invitations to bid are sent out. The prequalification process can be done some time before the need for a new contract. Once the prequalified product list is established, the bidding and contract award process can go quickly and smoothly.~~

~~d) — A second occasion when prequalification of products will be useful is when the specific design or performance specifications for a product are so exacting that the district must have time to carefully consider what is offered in the market that may or may not meet the specifications and, if necessary, reconsider its options before issuing an invitation to bid.~~

~~e) — This rule sets out a process of prequalification which requires the use of advertisement or other appropriate means to notify vendors of competing products of their opportunity to submit items for prequalification. The district maintains vendor mailing lists which are open to all interested vendors. The district uses these lists routinely to notify vendors of its intentions to prequalify products or to invite bids on products.~~

~~f) — This includes a 15-day time limit between the closure of a prequalification list and a related invitation to bid. This time factor ensures that vendors have a reasonable time to apply to include their products on a prequalified product list.~~

~~g) — Subsection b. of this rule provides vendors with an appeal process to follow if their application for prequalification is denied.~~

Conclusion of Compliance with Law

~~Where prequalification of products is appropriate, it is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or diminish competition for such contracts. There are several safeguards in the rule to prevent this, including notice, advertising, time and appeal process requirements to ensure that vendors are given a fair and open opportunity to participate in the prequalification process.~~

~~The prequalification of products process is a time-consuming effort for the district. It is not a shortcut procurement method. The district would use this method only after balancing cost saving considerations, such as the ability of the district to create or generate nonbrand name generic specifications for types of products or the need for lengthy product evaluation prior to contract award. If the prequalification method is chosen, it will result in a cost savings to the district because the normal method of product selection is too cumbersome and costly to pursue, or otherwise substantially promote the public interest.~~

~~10. — REQUIREMENTS CONTRACTS (BLANKET PURCHASE ORDERS, PRICE AGREEMENTS)¹⁰~~

- ~~a. — {Level1} The business manager, on behalf of the district, may establish requirements contracts for the purposes of minimizing paperwork, achieving continuity of product, securing a source~~

¹⁰~~The Oregon Procurement Information Network (ORPIN) allows authorized members to utilize the state's price agreement/contracts to purchase goods and services. Authorized ORCPP members can legally attach to a state price agreement and forego the competitive bid process. Access to hundreds of competitive price contracts for a wide variety of goods and services: vehicles, computers, furniture, copiers, fax machines, travel, pharmaceuticals, office products, etc., is available. Counties, cities, schools, municipalities or their public corporate entities having local governing authority, a United States governmental agency or American Indian tribe or agency are eligible to participate.~~

- of supply, reducing inventory, combining district requirements for volume discounts, standardization among schools and departments and reducing lead time for ordering.
- b. ~~The district may enter into a requirements contract (also known as a blanket purchase order or price agreement) whereby it is agreed to purchase goods or services for an anticipated need at a predetermined price or price discount from a price list, provided the contract is let by a competitive procurement process pursuant to the requirements of the public contracting code and these rules.~~
 - c. ~~Once a requirements contract is established, schools and departments may purchase the goods and services from the awarded contractor without first undertaking additional competitive solicitation.~~
 - d. ~~Schools and departments shall use requirements contracts established by the district, unless otherwise specified in the contract, allowed by law or these rules or specifically authorized by the superintendent or designee.~~
 - e. ~~Under the authority of ORS 279A.025 and 279B.085, the district may use the requirements contract entered into by another Oregon public agency when:
 - (1) ~~The original contract met the requirements of public contracting code; and~~
 - (2) ~~The original contract allows other public agency usage of the contract; and~~
 - (3) ~~The original public contracting agency concurs and this is documented by a written interagency agreement between the district and the agency.~~~~
 - f. ~~The term of any district requirements contract, including renewals, shall not exceed five years unless otherwise permitted under the public contracting code.~~

Findings of Fact

- a) ~~This rule permits the district to enter into requirements contracts, in which the vendor agrees to provide specified goods and services over the term of the contract at the bid price or discount rate. A requirements contract is useful when the purchase of the goods or services are routine and repetitive. For example, school, office, custodial and facilities maintenance supplies are customarily purchased through requirements contracts.~~
- b) ~~Requirements contracts are a common method of minimizing paperwork, achieving continuity of product, securing a source of supply, reducing inventory, obtaining volume discounts, standardizing usage among schools and departments and reducing lead time for ordering.~~
- c) ~~The district establishes requirements contracts as a result of open competitive bidding or RFP processes, unless otherwise permitted under the public contracting code.~~
- d) ~~The district limits the term of requirements contracts, including all renewal options, to a maximum of five years before competitive rebidding must be done, unless otherwise permitted under the public contracting code.~~
- e) ~~The district may use the requirements contracts established by other public agencies, subject to certain conditions of state law, Board policy and administrative regulation.~~

Conclusion of Compliance with Law

~~It is unlikely that this special procurement will result in favoritism in the awarding of public contracts or diminish competition for such contracts. The district will only enter into requirements contracts which result from open competitive bidding processes. This condition applies also to the use of requirements contracts established by other public contracting agencies.~~

The awarding of district requirements contracts will result in a cost savings to the district, or otherwise substantially promote the public interest. It would be costly and inefficient to make routine, repetitive purchases of goods and services through individual transactions. Also, the guaranteed volume of a requirements contract allows the district to get better prices from bidders.

11. ~~USED PERSONAL PROPERTY OR EQUIPMENT, PURCHASE~~¹¹

- a. ~~{Level1} Subject to the provisions of this rule, the district may purchase used property or equipment without obtaining competitive bids or quotes, if the district has determined that the purchase will result in cost savings to the district and will not diminish competition or encourage favoritism. "Used personal property or equipment" is property or equipment which has been placed in its intended use by a previous owner or user for a period of time recognized in the relevant trade or industry as qualifying the personal property or equipment as "used" at the time of district purchase. Used personal property or equipment generally does not include property or equipment if the district was the previous user, whether under a lease, as part of a demonstration, trial or pilot project or similar arrangement.~~
- b. ~~For purchases of used personal property or equipment costing less than or equal to \$150,000, the district shall, where feasible, obtain three competitive quotes unless the district has determined and documented that a purchase without obtaining competitive quotes will result in cost savings to the district and will not diminish competition or encourage favoritism.~~
- c. ~~For purchases of used personal property or equipment totaling \$150,000 or more, the district shall attempt to obtain three competitive quotes. The district will keep a written record of the source and amount of quotes received. If three quotes are not available, a written record must be made of the attempt to obtain quotes.~~

Findings of Fact

- a) ~~The district is responsible to manage expenditures in the best interests of the public. Cost savings can be achieved through the procurement of used property and equipment. The district purchases used property and equipment when it meets the district's needs and is cost effective. Considerations include type, quality, quantity and estimated useful life of the used item.~~
- b) ~~Used equipment and property becomes available sporadically and without notice. Used equipment and property is generally sold on a first come, first served basis. When used property or equipment does become available, the district must be able to respond immediately in order to obtain the property or equipment.~~
- e) ~~Some types of property or equipment may not be readily available in the new goods market. The district may have to look for used items to fill the need.~~
- d) ~~Competition to provide used property and equipment may be very limited and inconsistent, depending on the type of product.~~
- e) ~~The district maintains vendor lists, which include information on whether a vendor provides used property or equipment. These lists are open to all vendors.~~

Conclusion of Compliance with Law

¹¹ When contracting with another governmental entity, a district has a statutory exception under ORS 279A.025. The district may purchase state/federal surplus property through the Department of Administrative Services, Surplus Property Division. For more information on this program, contact DAS at 503-378-4714.

It is unlikely that this special procurement will encourage favoritism in the award of public contracts or substantially diminish competition for such contracts. The purchase of used property or equipment depends on an inconsistent, sporadic market. When a used item is available, there is often little competition available. Sources for used items of the type, quality and quantity required by the district are inconsistent. This rule requires the district to attempt to obtain and document quotes as appropriate to the dollar amount of the purchase. If the anticipated purchase is over \$150,000, the district will advertise its need.

The use of this special procurement will result in a cost savings to the district, or otherwise substantially promote the public interest. The cost of used equipment or property is generally substantially less than that of new. Savings of 20 percent to 50 percent are not uncommon. Used equipment can provide good value to the district and help ensure the continuation of district services and programs.

12.— INFORMATION TECHNOLOGY CONTRACTS

The district may enter into a contract to acquire information technology hardware and software without competitive bidding subject to the following conditions:

- a. — If the contract amount does not exceed \$150,000, the district shall attempt to obtain three competitive quotes pursuant to the rules governing Intermediate Procurements. The quotes, reasons why three quotes were not available and the justification for award shall be documented and retained in the procurement file.
- b. — If the contract amount exceeds \$150,000, the district shall determine and use the best procurement method, pursuant to the public contracting code and these rules, and shall solicit written proposals in accordance with the requirements of the Attorney General’s Model Public Contract Rules. The district shall document the evaluation and award process, which will be part of the public record justifying the award;
- c. — If the amount of the contract is estimated to exceed \$150,000, the district shall provide proposers an opportunity to review the evaluation of their proposals before final selection is made.

Findings of Fact

- a) — Rapid changes in technology make it necessary for the district to be able to purchase needed computer equipment quickly.
- b) — Pricing for high technology equipment also changes rapidly. It is frequently possible to take advantage of frequent price changes in the marketplace in the purchase of computer equipment.
- c) — There is generally sufficient competition among vendors of information technology hardware and software for school district business.
- d) — The district will follow rules governing special procurements and obtain at least three informally solicited quotes for purchases less than or equal to \$150,000.
- e) — If the district requires a brand name or sole source product, the district will follow its rule governing Brand Names or Products, “Or Equal,” Single Seller and Sole Source, Section I., to procure it.

Conclusion of Compliance with Law

~~It is unlikely that this special procurement will encourage favoritism in the award of district contracts or substantially diminish competition for district contracts. The purchase of information technology hardware and software will be made in accordance with other competitive bidding rules contained in this administrative regulation. If the anticipated purchase is over \$150,000, the district will advertise its need.~~

~~The use of this special procurement will result in a cost savings to the district, or otherwise substantially promote the public interest. Competition will be encouraged at all dollar levels of purchase of information technology hardware and software. This rule gives the district some flexibility in selecting the method of competitive procurement but requires adherence to the rule on brand name or sole source acquisitions if those situations occur.~~

~~13. TELECOMMUNICATIONS SYSTEMS – HARDWARE AND SOFTWARE CONTRACTS~~

- ~~a. The district may enter into a contract to acquire telecommunications system hardware and software, without competitive bidding, subject to the following conditions:~~
- ~~(1) If the contract amount does not exceed \$150,000, the district shall attempt to obtain three competitive quotes pursuant to the rules governing Intermediate Procurements. The quotes, reasons why three quotes were not available and the justifications for award shall be documented and retained in the procurement file.~~
 - ~~(2) If the contract amount exceeds \$150,000, the district shall determine and use the best procurement method, pursuant to the public contracting code and these rules and shall solicit written proposals in accordance with the requirements of Chapter 137, Divisions 047 and 049 of the Attorney General’s Model Public Contract Rules. The district shall document the evaluation and award process, which will be part of the public record justifying the award.~~
- ~~b. The telecommunications solicitation authorized in subsection 10.a.(1) of these rules shall:~~
- ~~(1) State the contractual requirements in the solicitation document;~~
 - ~~(2) State the evaluation criteria to be applied in awarding the contract and the role of any evaluation committee. Criteria that would be used to identify the proposal that best meets the district’s needs may include, but are not limited to, cost, quality, service and support, compatibility, product or system reliability, vendor viability and financial stability, operating efficiency and expansion potential;~~
 - ~~(3) State the provisions made for bidders or proposers to comment on any specifications which they feel limit competition; and~~

Findings of Fact

- ~~a) Rapid changes in technology make it necessary for the district to be able to purchase needed telecommunications hardware and software quickly.~~
- ~~b) Since deregulation, there is generally adequate competition among vendors of telecommunication hardware and software to allow the district to make competitive purchases.~~
- ~~c) Pricing for telecommunications hardware and software also changes frequently. It is important for the district to take advantage of price competition in the marketplace.~~
- ~~d) The district will follow procedures governing special procurements and document reasonable efforts to obtain at least three informally solicited quotes for purchases over \$10,000 but less than or equal to \$150,000.~~

e) ~~— If a purchase of telecommunications hardware or software is expected to cost more than \$150,000, the district will use a formal competitive bidding or proposal process in accordance with these rules and the Attorney General’s Model Public Contract Rules.~~

f) ~~— There are also times when the district needs to purchase specific items that are compatible with current equipment. On these occasions, the district will follow its rule governing Brand Names or Products, “Or Equal,” Single Seller and Sole Source, Section 1., under Special Procurements to make the purchase.~~

Conclusion of Compliance with Law

~~It is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts. The purchase of telecommunications hardware and software will be made in accordance with other competitive bidding rules herein. If the anticipated purchase is over \$150,000, the district will advertise its need.~~

~~The use of this special procurement will result in a cost savings to the district, or otherwise substantially promote the public interest. Competition will be encouraged at all dollar levels of purchase of telecommunications hardware and software. This rule gives the district some flexibility in selecting the method of competitive procurement but requires adherence to the rule on brand name or sole source acquisitions if those situations occur.~~

14. TELECOMMUNICATIONS SERVICES

a. ~~— The district shall secure the most competitive, cost effective telecommunications services of the quality needed to meet all service performance requirements while minimizing administrative and service delivery costs. The district will use routine purchasing procedures whenever possible, but if necessary, the district can consider alternative procurement methods in accordance with this rule.~~

~~The district will generally follow the normal competitive procurement processes in obtaining telecommunications services. This process will only be used if necessary where there is a lack of sufficient competition to furnish needed services.~~

b. ~~— In determining the appropriate procurement method for telecommunications services, the district shall comply with the requirements of ORS 291.038 and determine whether competition exists. In determining whether competition exists, the district may consider the following factors:~~

- ~~(1) — The extent to which alternative providers exist in the relevant geographic and service market; the greater area of Wasco County;~~
- ~~(2) — The extent to which alternative services offered are comparable or substitutable in technology, service provided and performance. For example, if the district requires digital services, analog services are not comparable or substitutable. If the district requires fiber optic technology, then copper, microwave or satellite transmission technology may not be comparable or substitutable;~~
- ~~(3) — The extent to which alternative providers can respond to the district’s interest in consistency and continuity of services throughout its service area, volume discounts, equitable service for all users, centralized management and limiting district liability. For~~

~~example, to be considered as the district's long-distance service provider, any long-distance service vendor must be able to meet, support and interface with the district's centralized automated billing requirements. The district must document for the record its findings on these factors or any other factors used in determining whether competition exists. In developing its findings, the district may solicit the information either through informal telephone or written contacts or through a formal solicitation such as an RFP.~~

- ~~e. — If the district determines that competition does not exist in the area for the relevant service, the district may proceed to secure the service on a sole source basis, as described in the district's rule governing Brand Names or Products, "Or Equal," Single Seller and Sole Source, Section 1. under Special Procurement.~~

Findings of Fact

- ~~a) — Since deregulation, there is generally adequate competition among vendors of telecommunication services to allow the district to make competitive procurements.~~
- ~~b) — Since there is competition, price competition exists in the marketplace. It is important for the district to take advantage of existing competition.~~
- ~~e) — The district will follow its rules governing special procurements and document reasonable efforts to obtain at least three informally solicited quotes for purchases less than or equal to \$150,000. The district shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the district shall make a written record of the effort made to obtain the quotes or proposals.~~
- ~~d) — If a purchase of service is expected to cost more than \$150,000, the district will use a formal competitive bidding or proposal process in accordance with these rules and the Attorney General's Model Public Contract Rules.~~
- ~~e) — There may be occasions where there is limited competition that can furnish telecommunications services of the quality and extent required by district operations. In such instances, the district will follow this rule and also its rule governing Brand Names or Products, "Or Equal," Single Seller and Sole Source, Section 1., under Special Procurements to procure needed services from the sole source.~~

Conclusion of Compliance with Law

~~It is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts. Routinely, the purchase of telecommunications services will be made in accordance with other competitive bidding rules contained in this administrative regulation. If the anticipated purchase is over \$150,000, the district will advertise its need, issue a written solicitation document and invite written bids or proposals to be furnished in response.~~

~~There may be circumstances, however, where sufficient competition does not exist in the relevant geographic and service market area. In such cases, the district will follow this rule in determining whether sufficient competition exists to make a competitive procurement.~~

~~The use of this special procurement will result in a cost savings to the district, or otherwise substantially promote the public interest. Competition will be encouraged at all dollar levels of purchase of telecommunications hardware and software. This rule gives the district some flexibility in selecting the method of competitive procurement but requires adherence to the rule on brand name or sole source~~

acquisitions if those situations occur. The rule also states the steps to be taken to document situations where sufficient competition may not exist and a sole source purchase needs to be made.

~~15. HAZARDOUS MATERIAL REMOVAL; OIL CLEANUP~~

- a. ~~The district may enter into public contracts without competitive bidding, regardless of dollar amount, when ordered to clean up oil or hazardous waste pursuant to the authority granted to the Oregon Department of Environmental Quality (DEQ) under ORS Chapter 466, especially ORS 466.605 through 466.680. In exercising its authority under this exemption, the district shall:~~
- ~~(1) To the extent reasonable under the circumstances, encourage competition by attempting to make informal solicitations or to obtain informal quotes from potential suppliers of goods and services;~~
 - ~~(2) Make written findings describing the circumstances that require the cleanup or maintain a copy of the DEQ order for the cleanup;~~
 - ~~(3) Record the measures taken under A.1. of this rule to encourage competition, the amount of the quotes or proposals obtained, if any, and the reason for selecting the contractor to whom award is made.~~
- b. ~~The district shall not contract pursuant to this special procurement in the absence of an order from the DEQ to clean up a site which includes a time limit that would not allow the district to hire a contractor under normal competitive bidding procedures. Goods and services to perform other hazardous material removal or cleanup will be purchased in accordance with normal competitive bidding procedures as described in Board policy with this administrative regulation.~~

Findings of Fact

- a) ~~When the DEQ orders a public agency to remove or clean up hazardous material or oil, the public agency must respond within a very short time, which is stated in the DEQ order. This time period does not generally allow the agency to take the time necessary to solicit written bids or proposals for the work to be performed. The district would be liable for any delay in responding to DEQ orders to perform hazardous material removal or cleanup.~~
- b) ~~This exemption will not be used in those situations where there is no DEQ order to remedy the situation. Routine competitive procurement methods will be used where there is no DEQ order to act immediately. The district maintains open lists of vendors who are interested in providing hazardous material removal and cleanup services. Whenever it needs hazardous material removal or disposal, the district makes use of these lists to solicit quotes, bids or proposals as needed, in addition to advertising the procurement as required.~~
- e) ~~Cost savings are achieved through this exemption because the district can be liable for DEQ penalties and fines if it does not timely remove hazardous materials or oil as ordered. There is also serious risk in these situations that property damage or personal injury could result if the district is slow to act.~~

Conclusions of Compliance with Law

~~It is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts as required by ORS 279B.085 (3)(a). If it is under~~

~~DEQ order to act immediately, the district will still attempt to obtain competitive quotes for the work to be performed as it has the ability and time to do so. Unless the district is faced with the quasi-emergency situation of a DEQ order to remove or clean up hazardous waste or oil, it will follow normal competitive procedures to obtain these services.~~

~~The award of public contracts pursuant to this special procurement will result in a cost savings to the district in these situation, as required by ORS 279B.085 (3)(b), because the district must comply with the law and avoid and minimize risk to persons and property. Where possible, it will seek competitive quotes for the work to be performed and will award the contract to the lowest, responsive and responsible bidder.~~

~~16. RENEGOTIATION OF EXISTING CONTRACTS~~

- ~~a. The district may amend or renegotiate contracts with existing vendors, service providers or other parties subject to the limitations of this rule.~~
- ~~b. The district has determined that value engineering, specialized expertise required, public safety and technical complexity, generally do not apply to this special procurement procedure.~~
- ~~c. The renegotiated contract falls within a current special procurement procedure, but if not the LCRB must approve a separate special procurement.~~
- ~~d. The district may renegotiate certain terms, but they must not unreasonably alter the scope of the original contract.~~

Findings of Fact

~~a) The LCRB may amend contracts when it is in the best interest of the district. The superintendent and/or other designee, acting on behalf of the LCRB, may renegotiate certain provisions, including:~~

- ~~1) Price;~~
- ~~2) Term;~~
- ~~3) Delivery and shipping;~~
- ~~4) Order size;~~
- ~~5) Substitution;~~
- ~~6) Warranties;~~
- ~~7) On-line ordering systems;~~
- ~~8) Price adjustments;~~
- ~~9) Produce availability;~~
- ~~10) Product quality; or~~
- ~~11) Reporting requirements;~~
- ~~12) Discounts.~~

~~Any contract amendment will be supported by legal consideration when necessary to validate the amended provision.~~

- ~~a) The amended terms must be within a reasonable scope of the original contract, but not fundamentally alter the agreement or nature of goods or services. Districts may, however, request functionally equivalent substitutes for goods or services in the original contract.~~
- ~~b) The contract as a whole must be more favorable to the individual needs of the district to justify renegotiation. Cost may be a factor in determining what is a favorable change to the original contract, but~~

~~the district may use factors other than cost that demonstrate that the amended contract is more favorable to the unique needs of the district.~~

~~Conclusion of Compliance with Law~~

~~This special procurement will not encourage favoritism or substantially diminish competition in awarding public contracts because it already exists as a contract awarded in compliance with the district's special procurement and public contracting code.~~

~~The awarding of contracts under this special procurement will result in cost savings to the district when it need to renew its original contract with vendors, service providers or other parties, or otherwise substantially promote the public interest.~~

~~EXEMPTIONS FROM COMPETITIVE BIDDING~~

~~All public contracts shall be based upon competitive bids or proposals, except the following:~~

- ~~17. — Contracts which have been specifically exempted under ORS 279A.025 and 279C.335; and~~
- ~~18. — Contracts covered by the class exemptions in the following set of rules developed pursuant to ORS 279C.335 (2) and (5) and based on Oregon Administrative Rules, Chapter 137, Divisions 46 through 49.~~

~~The Board, acting as the Local Contract Review Board (LCRB) for the district, has made the findings required by ORS 279C.330, ORS 279C.335 and ORS 279C.345, and determined that awarding a contract under this exemption is unlikely to encourage favoritism or substantially diminish competition for the public contract and will likely result in a substantial cost savings and other substantial benefits to the district.~~

~~In approving a finding under this section, the local contract review board shall consider the type, cost and amount of the contract and, to the extent applicable to the particular public improvement contract or class of public improvement contracts, the following:~~

- ~~1. — How many persons are available to bid;~~
- ~~2. — The construction budget and the projected operating costs for the completed public improvements;~~
- ~~3. — Public benefits that may result from granting the exemption;~~
- ~~4. — Whether value engineering techniques may decrease the cost of the public improvement;~~
- ~~5. — The cost and availability of specialized expertise that is necessary for the public improvement;~~
- ~~6. — Any likely increases in public safety;~~
- ~~7. — Whether granting the exemption may reduce risks to the district or the public that are related to the public improvement;~~
- ~~8. — Whether granting the exemption will affect the sources of funding for the public improvement;~~
- ~~9. — Whether granting the exemption will better enable the district to control the impact that market conditions may have on the cost of and time necessary to complete the public improvement;~~
- ~~10. — Whether granting the exemption will better enable the district to address the size and technical complexity of the public improvement;~~
- ~~11. — Whether the public improvements involves new construction or renovates or remodels an existing structure;~~

- ~~12. Whether the public improvement will be occupied or unoccupied during construction;~~
- ~~13. Whether the public improvement will require a single phase of construction work or multiple phases of construction work to address specific project conditions; and~~
- ~~14. Whether the district has or has retained under contract, and will use district personnel, consultants and legal counsel that have necessary expertise and substantial experience in alternative contracting methods to assist in developing the alternative contracting method that the district will use to award the public improvement contract and to help negotiate, administer and enforce the terms of the public improvement contract.~~

~~Only these findings are required for each class or individual contract exemption, unless the LCRB specifically excludes a finding or includes an additional finding.~~

~~Promulgation of these exemptions can only occur after public notification and a public hearing to receive testimony pertaining to the draft exemptions and findings, pursuant to ORS 279C.335.~~

~~19. BRAND NAMES OR PRODUCTS, “OR EQUAL,” SINGLE SELLER AND SOLE SOURCE~~

- ~~a. The district may purchase brand names or products from a single seller or sole source without competitive bidding subject to the limitations of this rule.~~
- ~~b. The district has determined that value engineering, specialized expertise required, public safety and technical complexity, generally do not apply to this exemption.~~
- ~~c. Solicitation specifications for public contracts of the district shall not expressly or implicitly require any product of any particular manufacturer or seller except as expressly authorized in subsections D. and E. of this rule.~~
- ~~d. The district may specify a particular brand name, make or product suffixed by “or equal,” “or approved equal,” “or equivalent,” “or approved equivalent” or similar language if there is no other practical method of specification after documenting the procurement file with the following:
 - ~~(1) A brief description of the solicitation(s) to be covered, including contemplated future purchases;~~
 - ~~(2) The brand name, mark or product to be specified; and~~
 - ~~(3) A brand name specification may be prepared and used only if the district determines for a solicitation or class of solicitations that only the identified brand name specification will meet the needs of the district based on one or more of the following written determinations:
 - ~~1. The use of the brand name specification is unlikely to encourage favoritism in the awarding of the public contracts or substantially diminish competition for public contracts; or~~
 - ~~2. Specification of the brand name, mark or product would result in substantial cost savings to the district; or~~
 - ~~3. There is only one manufacturer or seller of the product of the quality, performance or functionality required; or~~
 - ~~4. The efficient utilization of existing goods requires the acquisition of compatible goods or services.~~~~~~

- (4) ~~The district shall make reasonable effort to notify all known suppliers of the specified product and invite such vendors to submit competitive bids or proposals.~~
- e. ~~The district may purchase a particular product or service available from only one source, after documenting the procurement file with the district's findings of current market research to support the determination that the product is available from only one seller or source. The district's findings shall include:~~
- (1) ~~A brief description of the contract or contracts to be covered, including contemplated future purchases;~~
 - (2) ~~Description of the product or service to be purchased; and~~
 - (3) ~~The reasons the district is seeking this procurement method, which shall include any of the following:~~
 1. ~~That the efficient utilization of existing equipment, supplies or services requires the acquisition of compatible equipment, supplies or services; or~~
 2. ~~That the goods or services required for the exchange of software or data with other public or private agencies are available for only one source; or~~
 3. ~~That the goods or services are for use in a pilot or an experimental project; or~~
 4. ~~Other findings that support the conclusion that the goods or services are available from only one source.~~
- f. ~~The district may specify a product or service available from only one manufacturer but available through multiple sellers, after documenting the procurement file with the following information:~~
- (1) ~~If the total purchase is over \$10,000 but does not exceed \$100,000, and a comparable product or service is not available under an existing state cooperative purchasing contract, competitive quotes shall be obtained by the district and retained in the procurement file;~~
 - (2) ~~If the amount of the purchase exceeds \$100,000, the product or service shall be obtained through competitive bidding unless a specific exemption is granted by the LCRB.~~
- g. ~~If the district intends to make several purchases of the product of a particular manufacturer or seller for a period not to exceed five years, the district will so state in the solicitation file and in the solicitation document, if any. Such documentation shall be sufficient notice as to subsequent purchases. If the total purchase amount is estimated to exceed \$100,000, this shall be stated in the advertisement for bids or proposals.~~

Findings of Fact/Conclusion of Compliance with Law

It is unlikely that this process will encourage favoritism in the award of public contracts or substantially diminish competition for such contracts, as required by ORS 279C.335 (2)(a).

This class exemption applies only to contracts under a limited dollar amount, and then, only after efforts to obtain competitive quotes are made, or other methods have been employed to ensure that competitive means are used if available. The district maintains open lists from which vendors are contracted for quotations. In addition, as required by ORS 279C.335 (2)(b) award of a public contract subject to the above described exemption should result in substantial cost savings to the district by virtue of the ability to

reduce solicitation costs when it is known that comparable products are not available, or when specifying another product solely to meet a competition requirement might lead to lower initial cost but longer lifetime cost.

20. PRODUCT PREQUALIFICATION

- a. When specific design or performance specifications must be met or such specifications are impractical to create or reproduce for a type of product to be purchased, the district may specify a list of approved or qualified products by reference to the prequalified product(s) of particular manufacturers or vendors in accordance with the following product prequalification procedure:
 - (1) The district will make reasonable efforts to notify all known manufacturers and vendors of competing products of the district's intent to compile a list of prequalified products. The notice will explain the opportunity manufacturers and vendors of competing products will have to apply to have their product(s) included on the district's list of prequalified products. At its discretion, the district may provide notice by advertisement in a trade paper of general statewide circulation or other appropriate trade publication; or instead of advertising, the district may provide written notice to those manufacturers and vendors appearing on the appropriate list maintained by the district; and
 - (2) The district will accept manufacturer and vendor applications to include products in the district's list of prequalified products up to 15 calendar days prior to the initial advertisement for bids or proposals for the type of product to be purchased, unless otherwise specified in the advertisement or in the district's written notice.
- b. The district has determined that special expertise required, generally, does not apply to this rule.
- c. If the district denies an application for inclusion of a product on its list of prequalified products, the district shall promptly provide the applicant with a written notice of the denial and include the reason for denial. The applicant may submit a written appeal within 7 calendar days to the district business manager to request review and reconsideration of the denial.

Findings of Fact

a) There are occasions when the district needs to establish a list of prequalified products before it invites bids or proposals to furnish the products. The district may have a specific performance or design need, but it is impractical for the district to create a specification for the type of products to be purchased. An example is audiovisual equipment. There is a tremendous variety of audiovisual products offered in the market. The equipment technology is complex and constantly changing. It would be very burdensome and time-consuming for the district to generate nonbrand name, generic performance specifications for such equipment every time it wants to make a purchase.

Also, competition would be poorly served because bidders and proposers would not know in advance whether their offered product would meet the general specification substantially enough to be considered a responsive offer. The decision to make an award would be slow, because each product offered would have to be analyzed against the district's specification. Slowdown in the award process affects both bidders, who are asked to hold their bids open until award is made, and district programs, because staff are not able to order the equipment they need until the contract is awarded.

In this case, it might be more cost effective and efficient for the district to prequalify products and establish a list of approved products before invitations to bid are sent out. The prequalification process can be done some time before the need for a new contract. Once the prequalified product list is established, the bidding and contract award process can go quickly and smoothly.

b) — A second occasion when prequalification of products will be useful is when the specific design or performance specifications for a product are so exacting that the district must have time to carefully consider what is offered in the market that may or may not meet the specifications and, if necessary, reconsider its options before issuing an invitation to bid.

e) — This rule sets out a process of prequalification which requires the use of advertisement or other appropriate means to notify vendors of competing products of their opportunity to submit items for prequalification. The district maintains vendor mailing lists which are open to all interested vendors. The district uses these lists routinely to notify vendors of its intentions to prequalify products or to invite bids on products.

d) — This includes a 15-day time limit between the closure of a prequalification list and a related invitation to bid. This time factor ensures that vendors have a reasonable time to apply to include their products on a prequalified product list.

e) — Subsection c. of this rule provides vendors with an appeal process to follow if their application for prequalification is denied.

Conclusion of Compliance with Law

Where prequalification of products is appropriate, it is unlikely that this exemption will encourage favoritism in the awarding of public contracts or diminish competition for such contracts as required by ORS 279C.335 (2)(a). There are several safeguards in the rule to prevent this, including notice, advertising, time and appeal process requirements to ensure that vendors are given a fair and open opportunity to participate in the prequalification process.

The prequalification of products process is a time-consuming effort for the district. It is not a shortcut procurement method. The district would use this method only after balancing cost-saving considerations, such as the ability of the district to create or generate nonbrand name generic specifications for types of products or the need for lengthy product evaluation prior to contract award. If the prequalification method is chosen, it will result in a cost savings to the district as required by ORS 279C.335 (2)(b) because the normal method of product selection is too cumbersome and costly to pursue.

21. — REQUIREMENTS CONTRACTS (BLANKET PURCHASE ORDERS, PRICE)¹²

a. — {Level1} The business manager, on behalf of the district, may establish requirements contracts for the purposes of minimizing paperwork, achieving continuity of product, securing a source of supply, reducing inventory, combining district requirements for volume discounts, standardization among schools and departments and reducing lead time for ordering.

b. — The district has determined that value engineering, specialized expertise required and technical complexity, generally, do not apply to this rule.

¹²The Oregon Procurement Information Network (ORPIN) allows authorized members to utilize the state's price agreement/contracts to purchase goods and services. Authorized ORCPP members can legally attach to a state price agreement and forego the competitive bid process. Access to hundreds of competitive price contracts for a wide variety of goods and services: vehicles, computers, furniture, copiers, fax machines, travel, pharmaceuticals, office products, etc. is available.

- e. ~~The district may enter into a requirements contracts (also known as a blanket purchase order or price agreement) whereby it is agreed to purchase goods or services for an anticipated need at a predetermined price or price discount from a price list, provided the contract is led by a competitive procurement process pursuant to the requirements of the public contracting code and these rules.~~
- d. ~~Once a requirement contract is established, schools and departments may purchase the goods and services from the awarded contract without first undertaking additional competitive solicitation.~~
- e. ~~Schools and departments shall use requirements contracts established by the district, unless otherwise specified in the contract, allowed by law or these rules or specifically authorized by the superintendent or designee.~~
- f. ~~Under the authority of ORS 279A.025 and 279C.335, the district may use the requirements contract entered into by another Oregon public agency when:

 - (1) ~~The original contract met the requirements of the public contracting code; and~~
 - (2) ~~The original contract allows other public agency usage of the contract; and~~
 - (3) ~~The original public contracting agency concurs and this is documented by a written interagency agreement between the district and the agency.~~~~
- g. ~~The term of any district requirements contract, including renewals, shall not exceed five years unless otherwise exempted pursuant to ORS 279C.335.~~

Findings of Fact

- a) ~~This rule permits the district to enter into requirements contracts, in which the vendor agrees to provide specified goods and services over the term of the contract at the bid price or discount rate. A requirements contract is useful when the purchase of the goods or services are routine and repetitive. For example, school, office, custodial and facilities maintenance supplies are customarily purchased through requirements contracts.~~
- b) ~~Requirements contracts are a common method of minimizing paperwork, achieving continuity of product, securing a source of supply, reducing inventory, obtaining volume discounts, standardizing usage among schools and departments and reducing lead time for ordering.~~
- e) ~~The district establishes requirements contracts as a result of open competitive bidding or RFP processes, unless otherwise exempted.~~
- d) ~~The district limits the term of requirements contracts, including all renewal options, to a maximum of five years before competitive rebidding must be done, unless otherwise exempted.~~
- e) ~~The district may use the requirements contracts established by other public agencies, subject to certain conditions of state law, Board policy and administrative regulation.~~

Conclusion of Compliance with Law

~~It is unlikely that this exemption will result in favoritism in the awarding of public contracts or diminish competition for such contracts, as required by ORS 279C.335 (2)(a). The district will only enter into requirements contracts, which result from open competitive bidding processes. This condition applies also to the use of requirements contracts established by other public contracting agencies.~~

~~The awarding of district requirements contracts will result in a cost savings and other substantial benefits to the district, as required by ORS 279C.335 (2)(b). It would be costly and inefficient to make routine,~~

~~repetitive purchases of goods and services through individual transactions. Also, the guaranteed volume of a requirements contract allows the district to get better prices from bidders.~~

~~22. WAIVER OF BID SECURITY REQUIREMENTS (PUBLIC IMPROVEMENT CONTRACTS UNDER \$100,000)~~

~~The LCRB may, at its discretion, waive the bid security requirements of ORS 279C.390, if the amount of the contract for the public improvement is less than \$100,000. Although the bid security requirements of ORS 279C.390 are waived for public improvement contracts under \$100,000, the district may impose a bid or quote security requirements for projects under \$100,000, when deemed to be in the best interest of the district.~~

~~Findings of Fact/Conclusion of Compliance with Law~~

~~This rule allows the LCRB to waive bid security requirements for certain public improvement contracts. Waiver of the bid security is provided for by statute without a requirement for findings.~~

~~23. WAIVER OF PERFORMANCE AND PAYMENT SECURITY REQUIREMENTS (PUBLIC IMPROVEMENT CONTRACTS UNDER \$100,000)~~

~~The LCRB may, at its discretion, waive the performance/payment security requirements of ORS 279C.390 if the amount of the contract for the public improvement is less than \$100,000. Although the performance/payment security requirements of ORS 279C.390 are waived for public improvement contracts less than \$100,000, the district may impose a performance/payment security requirement for projects less than \$100,000 when deemed to be in the best interest of the district.~~

~~Findings of Fact/Conclusion of Compliance with Law~~

~~This rule allows the LCRB to waive performance/payment security requirements for certain public improvement contracts. Waiver of the performance/payment security is provided for by statute without a requirement for findings.~~

~~24. PROJECTS WITH COMPLEX SYSTEMS OR COMPONENTS~~

- ~~a. For contracts for public improvements with significant components that are inherently complex and are also complex to procure through competitive bid, the district may, at its discretion, use RFP competitive procurement methods subject to the conditions described in ORS 279C.400 and conditions enumerated in this exemption.~~
- ~~b. Definitions. For purposes of this exemption only: "Complex Systems" are defined as those systems which incorporate the procurement of materials or other components which are difficult, if not impossible, to create in an "equal" specifications basis for competitive bid. Examples of such systems include but are not limited to, contracts for supplying and installing computerized controls for building heating, venting, air conditioning systems; and contracts for artificial surface outdoor multipurpose athletic fields. "Significant" is intended to mean something more than de minimus, but not necessarily the majority of the project as determined by cost.~~

Finding of Fact/Conclusion of Compliance with the Law

~~It is unlikely that this exemption will encourage favoritism in the awarding of the public contracts or substantially diminish competition for such contracts as required by ORS 279C.335 (2)(a). Contracts for public improvements occasionally incorporate the procurement of systems, materials, or other components (complex systems) for which it is extremely difficult to design bid specifications. In these situations, utilization of an RFP process where each of the systems can be evaluated utilizing a number of factors, in addition to price, will result in costs savings to the district as required by ORS 279C.335 (2)(b).~~

~~ORS 279C.400 enumerates how RFP's are to be used if authorized by the LCRB. This criteria, ensures that competitive means will be used and selection will be fair and impartial. As a result, it is unlikely that this process will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts as required by ORS 279C.335 (2)(a). The awarding of contracts pursuant to this process will result in optimal value to the District based on selection by the district of the best competitive proposal that meets the stated evaluative criteria.~~

~~This class exemption is intended to be used for the types of procurements describe in the findings, where the specific system, materials or components represent a significant portion of the project. This class exemption is not intended to be used for CM/GC projects or other methods of alternative procurement unless these projects meet the requirements of this class exemption. The CM/GC and others, not meeting the requirements of this class exemption, may still be procured by RFP, provided that a project or contract specific exemption is promulgated by the LCRB.~~

Personal Services Contracts

1. Personal Services Contracts Defined

- a. Personal services contracts include, but are not limited to: a contract or member of a class of contracts, that the local contracting agency's Local Contract Review Board (LCRB) has designated as a personal services contract pursuant to Oregon Revised Statute (ORS) 279A.055. Personal services include but are not limited to the following:
- (1) Contracts for services performed as an independent contractor in a professional capacity (e.g., services of an accountant, attorney, data processing consultant, etc.);
 - (2) Contracts for services as an artist in the performing or fine arts (e.g., photographer, painter, etc.);
 - (3) Contracts for services that are specialized, creative and research oriented;
 - (4) Contracts for services as a consultant;
 - (5) Contracts for educational consulting services.
- b. Personal services contracts may include: (1) public contracts for architectural, engineering and land surveying and related services, or (2) other public contracts for nonconstruction services.

2. Eligibility

The district will follow ORS 670.600, Public Employees Retirement System (PERS) rules Oregon Administrative Rule (OAR) 459-010-0030 and Internal Revenue Service (IRS) Ruling 87-41 in determining whether the individual or business entity qualifies as an independent contractor or is an employee of the district. A valid independent contractor must meet all eight of the following points:

State requirements¹:

- a. The contractor must be free from the direction and the control of the employer;
- b. The contractor must obtain required business licenses;
- c. The contractor must furnish necessary tools and equipment;
- d. The contractor has authority to hire and fire employees;
- e. The contractor is paid on completion of portions of projects or on a retainer basis;
- f. The construction contractor must be registered under ORS Chapter 701 (For more information call the Construction Contractors Board at 503-378-4621 in Salem.);
- g. The contractor must file appropriate business tax returns;
- h. The contractor must represent to the public that the labor or services are provided by an independent business.

¹See ORS 670.600 for complete listing.

PERS requirements:

In determining whether an individual is an employee or independent contractor for PERS contribution purposes, the district will consider the following factors:

- a. Instructions. An employee must comply with instructions about when, where and how to work. Even if no instructions are given, the control factor is present if the employer has the right to control how the work results are achieved;
- b. Training. An employee may be trained to perform services in a particular manner. Independent contractors ordinarily use their own methods and receive no training from the purchasers of their services;
- c. Integration. An employee's services are usually integrated into the business operations because the services are important to the success or continuation of the business. This shows that the employee is subject to direction and control;
- d. Services rendered personally. An employee renders services personally. This shows that the employer is interested in the methods as well as the results;
- e. Hiring, supervising and paying assistants. An employee works for an employer who hires, supervises and pays workers. An independent contractor can hire, supervise and pay assistants under a contract that requires him/her to provide materials and labor and to be responsible only for the result;
- f. Continuing relationship. An employee generally has a continuing relationship with an employer. A continuing relationship may exist even if work is performed at recurring although irregular intervals;
- g. Set hours of work. An employee usually has set hours of work established by an employer. An independent contractor generally can set his/her own work hours;
- h. Full-time required. An employee may be required to work or be available full-time. This indicates control by the employer. An independent contractor can work when and for whom he/she chooses;
- i. Doing work on employer's premises. An employee usually works on the premises of an employer, or works on a route or at a location designated by an employer;
- j. Order or sequence set. An employee may be required to perform services in the order or sequence set by an employer. This shows that the employee is subject to direction and control;
- k. Oral or written reports. An employee may be required to submit reports to an employer. This shows that the employer maintains a degree of control;
- l. Payment by hour, week, month. An employee is generally paid by the hour, week or month. An independent contractor is usually paid by the job or on a straight commission;
- m. Payment of business and/or traveling expenses. An employee's business and travel expenses are generally paid by an employer. This shows that the employee is subject to regulation and control;
- n. Furnishing of tools and materials. An employee is normally furnished significant tools, materials and other equipment by an employer;
- o. Significant investment. An independent contractor has a significant investment in the facilities he/she uses in performing services for someone else;
- p. Realization of profit or loss. An independent contractor can make a profit or suffer a loss;
- q. Working for more than one employer at a time. An independent contractor is generally free to provide his/her services to two or more unrelated persons or firms at the same time;
- r. Making service available to general public. An independent contractor makes his/her services available to the general public;

- s. Right to discharge. An employee can be fired by an employer. An independent contractor cannot be fired so long as he/she produces a result that meets the specifications of the contract;
- t. Right to terminate. An employee can quit his/her job at any time without incurring liability. An independent contractor usually agrees to complete a specific job and is responsible for its satisfactory completion, or is legally obligated to make good for failure to complete it.

IRS requirements:

Additionally, in determining employee or independent contract status for purposes of the Federal Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA) or for federal income tax withholding from wages, the district will consider:

- a. Behavioral control. A worker is an employee when the district has the right to direct and control the worker;
- b. Financial control. A worker is an independent contractor if he/she can realize a profit or incur a loss. The individual may also be an independent contractor if he/she is not reimbursed for some or all business expenses, especially if those expenses are high or if he/she has a significant investment in his/her work;
- c. Relationship of the parties. Facts weighed by the district will include any written contracts describing the relationship the parties intended to create; the extent to which the worker is available to perform services for other similar businesses; whether the district provides the worker with employee-type benefits, such as insurance, vacation pay or sick pay; and the permanency of the relationship.

3. Personal Services Contracts - Procurement Requirements

- a. Contracts for personal services less than \$25,000 within a 12-month period, shall, where practical, be based on written or verbal quotes or may be procured through direct negotiations with the contractor.
- b. Contracts for personal services greater than \$25,000 that do not exceed \$75,000 may be based on three written or verbal quotes, or response to a request for proposal (RFP) as deemed appropriate by the superintendent or designee.
- c. Contracts for personal services greater than \$75,000 shall be based on written solicitations, request for qualifications, or the request for proposal (RFP) process.
- d. The district may enter into a personal services contract when the amount of the services does not exceed \$150,000 without obtaining quotes or utilizing the RFP process when only one contractor or sole source provides the services as follows:
 - (1) The superintendent or designee shall make the following written findings for inclusion in the contract file:
 - (a) That the efficient utilization of existing goods requires the acquisition of compatible goods or services;
 - (b) That the goods or services required for the exchange of software or data with other public or private agencies are available from only one source;
 - (c) That the goods or services are for use in a pilot or an experimental project; or
 - (d) Other findings that support the conclusion that the goods or services are available from only one source.

- e. If the cost of the services is more than \$75,000, the district may award a contract on a sole source basis, only with Board approval and if prior to the award:
 - (1) Notice of the district's intent to contract for the services, including the general specifications of the intended contract, is advertised in at least one newspaper or trade journal of general circulation in the area where the services are to be performed;
 - (2) The advertised notice is published at least 14 days before award of contract to allow prospective contractors a reasonable opportunity to submit a protest of the district's intent to contract through the sole source process unless the superintendent gives prior written approval to reduce the number of days based on extraordinary circumstance that do not meet the criteria for an Emergency Procurement pursuant to OAR 137-047-0280; and
 - (3) The protest shall be submitted in writing to the district by the closing date and time of the advertisement notice. It shall state the reason the contract should be competitively solicited.

Protests shall be heard by the Board, whose decision shall be final.

4. ITB/RFP Requirements

- a. An invitation to bid (ITB) or (RFP) will be used as a formal competitive solicitation that describes the specific services to be performed within a defined period of time. The solicitation will set forth criteria and methods for screening, selecting and ranking the most qualified proposal(s). The solicitation document may result in contracts with more than one provider.
- b. The solicitation document must provide that the district is not responsible for any cost incurred while submitting proposals and that all proposers who respond do so at their own expense.
- c. The solicitation document must, at a minimum, address the following:
 - (1) Requirements for solicitation documents under ORS 279B.055 (2) and 279B.060 (2):
 - (a) A time and date by which the bids or proposals must be received and a place at which bids must be submitted, and may, in the sole discretion of the contracting agency, direct or permit the submission and receipt of bids or proposals by electronic means;
 - (b) The name and title of the person designated for receipt of bids or proposals and the person designated by the contracting agency as the contact person for the procurement, if different;
 - (c) A procurement description;
 - (d) A time, date and place that prequalified applications, if any, must be filled and the classes of work, if any, for which bidders must be prequalified in accordance with ORS 279B.120;
 - (e) A statement that the contracting agency may cancel the bid or procurement, or reject any of all bids in accordance with ORS 279B.100;
 - (f) A statement that "Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document." if the invitation to bid is issued by a state contracting agency;
 - (g) A statement that requires the contractor or subcontractor to possess an asbestos abatement license, if required under ORS 468A.710; and

- (h) All contractual terms and conditions applicable to the procurement.
- (2) Requirements for solicitation documents under OAR 137-047-0255 (2) and OAR 137-047-0260 (2):

- (a) General Information.

- i) Notice of any pre-offer conferences as follows:
 - a) The time, date and location of any pre-offer conferences; and
 - b) Whether attendance at the conference will be mandatory or voluntary; and
 - c) A provision that provides that statements made by the contracting agency's representatives at the conference are not binding upon the contracting agency unless confirmed by written addendum;
- ii) The form and instructions for submission of proposals and any other special information, (e.g., whether proposals may be submitted by electronic means);
- iii) The time, date and place of opening;
- iv) The office where the solicitation document may be reviewed;
- v) For bidders, a statement whether the bidder is a "resident bidder," as defined in ORS 279A.120 (1);
- vi) Contractor's certification of nondiscrimination in obtaining required subcontractors in accordance with ORS 279A.110 (4); and
- vii) How the contracting agency will notify proposers of addenda and how the contracting agency will make addenda available.

- (b) Contracting Agency Need.

The character of the goods and services the contracting agency is purchasing including, if applicable, a description of the acquisition, specifications, delivery or performance schedule, inspection and acceptance requirements.

- (c) Bid/Proposal and Evaluation Process.

- i) The anticipated solicitation schedule, deadlines, protest process, and evaluation process;
- ii) The contracting agency shall set forth selection criteria in the solicitation document in accordance with the requirements or ORS 279B.060 (2)(h)(E).
- iii) If the contracting agency intends to award contracts to more than one proposer pursuant to OAR 137-047-0600 (4)(d), the contracting agency must identify in the solicitation document the manner in which it will determine the number of contracts it will award.

- (d) Applicable preferences described in ORS 279A.125 (2) and 282.210.

- (e) For contracting agencies subject to ORS 305.385, contractor's certification of compliance with the Oregon tax laws in accordance with ORS 305.385.

- (f) All contract terms and conditions, including a provision indicating whether the contractor can assign the contract, delegate its duties, or subcontract the goods or services without prior written approval from the contracting agency.
- d. Bids or proposals must be advertised at least once in a newspaper of general circulation in the area where the contract is to be performed and in as many additional issues and publications as may be necessary or desirable to achieve adequate competition unless the contracting agency uses electronic advertising.
- e. Unless otherwise specified in rules adopted pursuant to ORS 279A.065, the LCRB will give notice at least seven days before the solicitation closing date.
- f. All advertisements shall describe at minimum the requirements under OAR 137-047-0300 (3):
 - (1) Where, when, how, and for how long the solicitation document may be obtained;
 - (2) A general description of the goods or services to be acquired;
 - (3) The interval between the first date of notice and closing, which will be at least seven days, unless a shorter period is in the public interest and it will not substantially affect competition;
 - (4) The date that persons must file applications for prequalification if prequalification is a requirement and the class of goods or services is one for which persons must be prequalified;
 - (5) The office where contract terms, conditions and specifications may be reviewed;
 - (6) The name, title and address of the individual authorized by the contracting agency to receive offers;
 - (7) The scheduled opening; and
 - (8) Any other information the contracting agency deems appropriate.

5. Screening and Selection Procedures

- a. The superintendent or designee shall review, score and rank all responsive proposals according to the evaluation criteria in the ITB or RFP and applicable law. The contracting agency will award the contract to the lowest responsible bidder or proposer or multiple responsible bidders or proposers in accordance with ORS 279B.055 (10) and 279B.060 (10), and OAR 137-047-0600.
- b. To determine whether the bidder or proposer has met the standards of responsibility under ORS 279B.110 (2) and OAR 137-047-0640 (1)(c)(F), the LCRB will consider whether the bidder or proposer has:
 - (1) Available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain the resources and expertise, necessary to indicate the capability of the bidder or proposer to meet all contractual responsibilities;
 - (2) A satisfactory record of performance.¹ The contracting agency will document in the solicitation file its basis for determining that the offeror is not responsible because the offeror does not meet this requirement;

¹A contracting agency should review carefully the offeror's record of contract performance if the offeror is or recently has been materially deficient in contract performance. In reviewing the offeror's performance, the contracting agency should determine whether the offeror's deficient performance was expressly excused under the terms of the contract, or whether the offeror took appropriate corrective action. The contracting agency may review the offeror's performance on both private and public contracts.

- (3) A satisfactory record of integrity.¹ The contracting agency will document its basis for determining that the offeror is not responsible because the offeror does not meet this requirement;
 - (4) Qualified legally to contract with the contracting agency;
 - (5) Supplied all necessary information in connection with the inquiry concerning responsibility. If an offeror fails to promptly supply information requested by the contracting agency concerning responsibility, the contracting agency shall base the determination of responsibility upon any available information, or may find the bidder or proposer not to be responsible; and
 - (6) Not been debarred by the contracting agency under ORS 279B.130.
- c. Final ranking will be based on all information obtained during the evaluation process. Price will be considered, but will not necessarily govern selection of the contractor(s).
 - d. Contracts entered into may be amended, provided the original contract allows for the particular amendment and the services to be provided under the amendment are included within or directly related to, the scope of the project or the scope of the services described in the solicitation document.

6. Documentation

Documentation providing evidence of competition shall be maintained by the district for all contracts entered into by the district.

7. Fingerprinting

If the scope of the work performed by a contractor(s) or his/her employee(s) may result in direct, unsupervised contact with students, he/she will be required to submit to fingerprinting and criminal records checks as required by law.

8. Payment

Payment will be made only upon completion of the performance of specific portions of the project or on the basis of an annual or periodic retainer as specified by the district in the personal services contract.

¹A contracting agency may determine that an offeror lacks integrity because of a lack of business ethics such as a violation of environmental laws or false certification made to the contracting agency. A contracting agency may find that an offeror is not responsible based on a lack of integrity of a person having influence or control over the offeror.

First Aid - Infection Control

Health services information about the transmission of diseases including AIDS and HBV¹ 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 bandaids. If assistance is required, bandaids may be applied after removal of gloves if 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;

¹HIV - 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 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 disinfectant² 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;

²Disinfectants 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.

North Wasco County School District 21

Code: GBEB-AR
 Revised/Reviewed: 10/22/20

Communicable Diseases — **Staff in Schools**

In accordance with state law, administrative rule, the local health authority and the *Communicable Disease Guidance*, the procedures established below will be followed.

1. “Restrictable diseases” are defined by rule¹ and include but are not limited to COVID-19 chickenpox, diphtheria, hepatitis A, hepatitis E, measles, mumps, pertussis, rubella, Salmonella enterica serotype Typhi infection, scabies, Shiga-toxigenic Escherichia coli (STEC) infection, shigellosis and infectious tuberculosis, and may include a communicable stage of hepatitis B infection ~~if~~ **in a child who**, in the opinion of the local health officer, ~~the person~~ poses an unusually high risk to others **children** (e.g., ~~a child that~~ exhibits uncontrollable biting or spitting). Restrictable disease also includes any other communicable disease identified in an order issued by the Oregon Health Authority or the local public health officer as posing a danger to the public’s health. ~~A disease is considered to be a restrictable disease if it is listed in Oregon Administrative Rule (OAR) 333-019-0010, or it has been designated to be a restrictable disease by the local public health administrator after determining that it poses a danger to the public’s health.~~
2. **“Susceptible” for a child means lacking documentation of immunization required under OAR 333-050-0050, or if immunization is not required, lacking evidence of immunity to the disease.**
3. “Susceptible” for ~~an~~ **a school** employee means lacking evidence of immunity to the disease.
4. “Reportable diseases” means a disease or condition, the reporting of which enables a public health authority to take action to protect or to benefit the public health.

Restrictable Diseases

1. ~~An~~ **A student or** employee of the district will not attend **school** or work, **respectively**, at a district school or facility while in a communicable stage of a restrictable disease, ~~including a communicable stage of COVID-19~~, unless authorized to do so under Oregon law. When an administrator has reason to suspect that ~~an~~ **a student or** employee has a restrictable disease, the administrator shall send ~~the~~ **employee them** home.
2. An administrator shall exclude ~~an~~ **a susceptible student or** employee if the administrator has reason to suspect ~~that an employee has~~ **they have** been exposed to measles, mumps, rubella, diphtheria, pertussis, hepatitis A, or hepatitis B, unless the local health officer determines that exclusion is not necessary to protect the public’s health. The administrator may request the local health officer to make a determination as allowed by law. If the disease is reportable, the administrator ~~will~~ **or designee may** report the occurrence to the local health department.

¹ [OAR 333-019-0010 lists restrictable diseases.](#)

- ~~3. An administrator shall exclude an employee if the administrator has been notified by a local public health administrator or local public health officer that the employee has had a substantial exposure to an individual with COVID-19 and exclusion is deemed necessary by same.~~
4. ~~An~~ **A student or** employee will be excluded in such instances until such time as the **student or** employee, **respectively**, presents a certificate from a physician, a physician assistant licensed under Oregon Revised Statute (ORS) 677.505 - 677.525, a nurse practitioner licensed under ORS 678.375 - 678.390, local health department nurse or school nurse stating that the **student or** employee does not have or is not a carrier of any restrictable disease. **An exclusion for chickenpox, scabies, staphylococcal skin infections, streptococcal infections, diarrhea or vomiting may be removed by a school nurse or health care provider.**
- ~~5. An administrator may allow attendance of an employee restricted for chickenpox, scabies, staphylococcal skin infections, streptococcal infections, diarrhea or vomiting if the restriction has been removed by a school nurse or health care provider.~~
6. More stringent exclusion standards for **students or** employees from school or work may be adopted by the local health department.
- ~~7. The district's emergency plan shall address the district's plan with respect to a declared public health emergency at the local or state level.~~

Reportable Diseases Notification

1. All employees shall comply with all reporting measures adopted by the district and with all rules set forth by Oregon Health Authority, Public Health Division and the local health department.
2. An administrator may seek confirmation and assistance from the local health officer to determine the appropriate district response when the administrator is notified that an employee or a student has been exposed to a restrictable disease ~~that~~ **which** is also a reportable disease.
3. District staff with impaired immune responses, that are of childbearing age or some other medically fragile condition, should consult with a medical provider for additional guidance².
4. An administrator shall determine other persons who may be informed of an employee's communicable disease, or that of a student's when a legitimate educational interest exists or for health and safety reasons, in accordance with law.

Equipment and Training

- ~~1. The administrator or designee shall, on a case-by-case basis, determine what equipment and/or supplies are necessary in a particular classroom or other setting in order to prevent disease transmission.~~
2. The administrator or designee shall consult with the district's school nurse or other appropriate health officials to provide special training in the methods of protection from disease transmission.

² Refer to *Communicable Disease Guidance for Schools* published by the Oregon Health Authority and the Oregon Department of Education.

3. All district personnel will be instructed annually to use the proper precautions pertaining to blood and body fluid exposure per the Occupational Safety and Health Administration (OSHA). (~~See policy EBBAA~~).

Informational Only

Language highlighted in GREEN is OSBA's Legal Expert's suggestion

North Wasco County School District 21

Code: IFCA-AR
Adopted: 9/12/02
Revised/Readopted: 5/26/04; 6/15/17; 7/25/24
Orig. Code(s): IFCA-AR

School Site Councils ~~/Shared Decision Making~~

The district shall have Site Councils at each school. Site Councils shall consist of the following:

Membership:

Membership shall include the following:

<u>Membership</u>	<u>Selection</u>	<u>Requirements</u>
Teachers, required	Elected by licensed	Shall serve teachers at school site
Classified, required	Elected by classified	Shall serve employees at school site
Building Administrator or designee, required	Appointed by building administrator or designee	Shall serve
Parents of students, required	Appointed by parents of students at that site	Shall serve as selected by a process to be defined by the Board
Community member(s), other building staff member(s), students	Determined by the Board appointed by the council Selected by the site council	May serve

Organization

Each Site Council should:

- Establish length of terms on the council.
- Establish staggered terms which maintain continuity of service on the council.
- Select chair and other officers as necessary.
- Establish time and location of meetings.
- Select a code of conduct.
- Maintain recorded agendas and minutes.
- Determine method of communication to Board, Superintendent regarding ongoing council projects.

Duties

Within the parameters established above, Site Councils shall be responsible for the development of plans to improve the professional growth of the school staff, the improvement of the school's instructional program, the development and coordination of plans for the implementation of programs under ORS Chapter 329 at the school, and the

administration of grants-in-aid for the professional development of teachers and classified employees. as provided for in Oregon Revised Statutes and Oregon Administrative Rules and advising the Board in the development of a plan for school safety and student discipline under ORS 339.333—Additional duties shall be set by Board policy.

Purpose

1. The development of plans to improve the professional growth of the district’s staff.
2. The improvement of the school’s instructional program.
3. The development and coordination of plans for the implementation of programs at the school in accordance with Oregon’s Educational Act for the 21st Century.
4. The administration of grants-in-aid for the professional development of teachers and classified employees.
5. Perform additional duties as assigned by the Board.

Operating Philosophy

All position statements and/or recommendations developed by a school site council shall be consistent with effective school tenets, the district’s mission statement, guiding principal and Board-adopted district goals.

Membership

Each school site council shall consist of employees and parents with a direct connection to the particular school site and such other individuals as provided by statute and as determined by the Board or its designee. Oregon Revised Statute (ORS) 329.704 stipulates that “not more than half of the members shall be teachers” and “not more than half of the members shall be parents.” Parents and teachers shall be equally represented in the district. School site councils shall be formed and structured as follows:

Category	Selection Process	Members	Term ¹
Teachers ²	Elected by peers	2-4 (No more than half of the committee)	1-3 years
Classified ²	Elected by peers	1	2 years
Principal	Superintendent	1	Continuous
Parents	Elected by parents of students attending the school	2-4 (No more than half of the committee)	1-3 years

¹Length of term of licensed, classified, parent to be determined by lot; to provide for sequential continuity.

²A nonpaid service as provided per ORS.

Membership Election Process

Election of teachers and classified members as well as parent(s) of students attending the school shall occur on or before November 1 of each year.

Council Structure/Operation

~~Each school site council shall designate a chair and such other officers as deemed appropriate. The site council will submit, for Board approval, a proposed plan of operation that shall include, but not be limited to:~~

- ~~1. Officers;~~
- ~~2. Manner in which meetings will be conducted;~~
- ~~3. Agenda development/distribution/storage;~~
- ~~4. Decision-making process;~~
- ~~5. Procedure for public, staff and student input;~~
- ~~6. Yearly goals and objectives;~~
- ~~7. Provisions for ongoing communication with the superintendent.~~

~~If the Board determines that a school site is unable to fulfill the requirement 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 in a manner that best meets the educational needs of the district.~~

Limitation of Site Council Authority

The district mission, beliefs, goals, priorities, strategic plan and policies shall continue to be established at the district level and approved by the Board. These establish the guiding framework within which Site Councils will develop school improvement plans.

Site Councils may request a waiver of Board policy. A waiver request must be submitted in writing to the superintendent. The superintendent will submit the waiver request and his/her recommendation to the Board for final approval. Policy waiver requests will be considered based on the district's mission statement, philosophy, Board-adopted goals and effective schooling tenets.

~~All Site Councils decisions are subject to superintendent and Board review and approval, respectively. Site Council decisions shall not abrogate any provisions of the district's collective bargaining agreements, other Board contracts, Board Policy or law, except through the waiver process.~~

~~Whenever a school site council's position statement or recommendation conflicts with a recommendation of another school committee, the school's site council's recommendation shall prevail.~~

~~No council shall have the authority to override an action of administrative rule/regulation, administrative decision or Board policy without first having gained approval from the superintendent and the Board, respectively. Site council decisions may not abrogate any provision of the district's collective bargaining agreements or Oregon and federal statutes nor shall a site council interfere with the duties, responsibilities and rights of the duly elected Board.~~

Public Meetings Law

~~School Site Councils the duties of which include developing recommendations for Board consideration or carry out duties on behalf of the Board, shall follow the notice, meeting and record-keeping requirements of Oregon's [the](#) Public Meetings Law.~~

North Wasco County School District 21

Code: JHCC-AR
Adopted: 12/14/17
Revised/Readopted: 10/22/20

Communicable Diseases – Student

In accordance with state law, administrative rule, the local health authority and the *Communicable Disease Guidance*, the procedures established below will be followed.

1. “Restrictable diseases” are defined by rule and include but are not limited to Covid-19¹, chickenpox, diphtheria, hepatitis A, hepatitis E, measles, mumps, pertussis, rubella, Salmonella enterica serotype Typhi infection, scabies, Shiga-toxigenic Escherichia coli (STEC) infection, shigellosis and infectious tuberculosis, and may include a communicable stage of hepatitis B infection if, in the opinion of the local health officer, the person poses an unusually high risk to others (e.g., a child that exhibits uncontrollable biting or spitting). Restrictable disease also includes any other communicable disease identified in an order issued by the Oregon Health Authority or the local public health officer as posing a danger to the public’s health. A disease is considered to be a restrictable disease if it is listed in Oregon Administrative Rule (OAR) 333-019-0010, or it has been designated to be a restrictable disease by the local health administrator after determining that it poses a danger to the public’s health.
2. “Susceptible” for a child means lacking documentation of immunization required under OAR 333-050-0050.
3. “Reportable diseases” means disease or condition, the reporting of which enables a public health authority to take action to protect or to benefit the public health.

Restrictable Diseases

1. A student of the district will not attend a district school or facility while in a communicable stage of a restrictable disease, including a communicable stage of COVID-19, unless authorized to do so under Oregon law. When an administrator has reason to suspect any child has a restrictable disease, the administrator shall send the student home.
2. An administrator shall exclude a susceptible child from school if the administrator has reason to suspect that the student has or has been exposed to measles, mumps, rubella, diphtheria, pertussis, hepatitis A, or hepatitis B, unless the local health officer determines that exclusion is not necessary to protect the public’s health. The administrator may request the local health officer to make a determination as allowed by law. If the disease is reportable, the administrator will report the occurrence to the local health department.

¹ “Communicable stage of COVID-19” means having a positive presumptive or confirmed test of COVID-19.

3. An administrator shall exclude a student if the administrator has been notified by a local public health administrator or local public health officer that the student has had a substantial exposure to an individual with COVID-19 and exclusion is deemed necessary by same.
4. A student will be excluded in such instances until such time as the student or the parent or guardian of the student presents a certificate from a physician, a physician assistant licensed under Oregon Revised Statute (ORS) 677.505-677.525, a nurse practitioner licensed under ORS 678.375-678.390, local health department nurse or school nurse stating that the student does not have or is not a carrier of any restrictable diseases.
5. The district may, for the protection of both the student who has a restrictable disease and the exposed student, provide an educational program in an alternative setting. A student may remain in an alternative educational setting until such time as a certificate from a physician, physician assistant, nurse practitioner, local health department nurse or school nurse states that the student does not have or is not a carrier of any restrictable disease, or until such time as a local public health administrator states that the disease is no longer communicable to others or that adequate precautions have been taken to minimize the risk of transmission. A restrictable disease exclusion for chickenpox, scabies, staphylococcal skin infections, streptococcal infections, diarrhea or vomiting may also be removed by a school nurse or health care provider.
6. More stringent exclusion standards for students from school may be adopted by the local health Department.
7. The district's emergency preparedness plan shall address the district's plan with respect to a declared public health emergency at the local or state level.

Reportable Diseases Notification

1. All employees shall comply with all reporting measures adopted by the district and with all rules set forth by the Oregon Health Authority, Public Health Division and the local health department.
2. An administrator may seek confirmation and assistance from the local health officer to determine the appropriate district response when the administrator is notified that a student or an employee has been exposed to a restrictable disease that is also a reportable disease.
3. An administrator shall determine other persons who may be informed of a student's communicable disease when a legitimate educational interest exists or for health and safety reasons in accordance with law.

Education

1. The administrator or designee shall seek information from the district's school nurse or other appropriate health officials regarding the health needs/hazards of all students and the impact on the educational needs of a student diagnosed with a restrictable disease or exposed to a restrictable disease.
2. The administrator or designee shall, utilizing information obtained above, determine an educational program for such a student and implement the program in an appropriate (i.e., regular or alternative) setting.

3. The administrator or designee shall review the appropriateness of the educational program and the educational setting of each individual student diagnosed with a restrictable disease.

Equipment and Training

1. The administrator or designee shall, on a case-by-case basis, determine what equipment and/or supplies are necessary in a particular classroom or other setting in order to prevent disease transmission.
2. The administrator or designee shall consult with the district's school nurse or other appropriate health officials to provide special training in the methods of protection from disease transmission.
3. All district personnel will be instructed annually to use the proper precautions pertaining to blood and body fluid exposure per the Occupational Safety and Health Administration (OSHA). (See policy EBBAA.)

DELETED

North Wasco County School District 21

Code: **KL/GBM-AR**
Revised/Reviewed: 12/9/99; 3/31/04; 8/18/16; 1/19/17; 8/24/17; 5/25/23; 12/14/23; **7/25/24**
Orig. Code(s): **KL/GBM-AR**

Public Complaint Procedure

It is the intent of the district to solve problems and address all complaints as close as possible to their origin.

A parent or guardian of a student attending a school in the district, or a person who resides in the district, a staff member, or a student who wishes to express a concern regarding a district employee shall follow the following Complaint Procedures:

The Employee: Step One

The individual shall first discuss the concern with the district employee ~~first~~. **The district employee will attempt to resolve and respond within 10 working days of learning of the concern.**

The Administrator/Director: Step Two

If the individual is unable to resolve a problem or concern with the employee, the individual may file a written, signed complaint, using the attached form, with the Administrator of the building in which the employer works, or the Director of the employee's department if they do not work in a single building, within 5 working days of the employee's response. The Administrator/Director shall evaluate the complaint and render a decision within 10 working days after receiving the complaint. If the evaluation of the complaint, in the opinion of the Administrator/Director, requires more than 10 working days, within that 10 working day period, the Administrator/Director shall notify the complainant of the fact and provide the complainant with an estimate of the time necessary to render a decision.

In the event that the complaint involves a staff member that is not under the direct supervision of the administrator, the administrator shall immediately forward the complaint to the appropriate supervisor.

The Superintendent: Step Three

If Step Two does not resolve the complaint, within 10 working days of the written response from the administrator/director, the complainant may file a written, signed complaint, using the attached form, with the superintendent or designee clearly stating the nature of the complaint and a suggested remedy. If the complainant does not file a written complaint, using the attached form, with the superintendent within the time referenced above, the administrator/director's decision shall be final.

The superintendent or designee shall investigate the complaint, confer with the complainant and the parties involved, prepare a written report of their findings and conclusion, and provide the report in writing or in an electronic form to the complainant within 20 working days after receiving the written complaint. If the evaluation of the complaint, in the opinion of the superintendent or designee, requires more than 20 working days to evaluate the complaint, within that 20 working day period, the superintendent or designee shall notify the complainant of that fact and provide the complainant with an estimate of the time necessary to reach a decision.

The Board: Step Four

If the complainant is dissatisfied with the superintendent's or designee's findings and conclusions, the complainant may appeal the decision to the Board within 10 working days of receiving the superintendent's decision, by filing a written, signed complaint with the board chair using the attached form, clearly stating the reason for the appeal and suggested remedy. The Board shall take one of the following actions in a public meeting:

1. Notify the Complainant that it chooses not to hear the complaint. **In the event the complaint was an appeal from the decision of the superintendent**, the superintendent's decision in Step Three shall be final;
2. Elect to further investigate the complaint. In doing so, the Board's action may include, but is not limited to, holding a hearing, requesting additional information, referring the matter to district staff, the district's attorney or a third party investigator and/or adopting the superintendent's decision as the district's final decision.

The Board may use executive session to review the complaint if the subject matter qualifies under Oregon law.

The complainant shall be informed in writing or in electronic form of the Board's decision within 30 working days from the receipt of the appeal by the Board unless the Board determines the investigation requires **more** than 30 **working** days to evaluate. In that case the Board chair or his/her designee shall notify the complainant of that fact and provide an estimate for the time necessary to render a decision. The Board's decision will address each allegation in the complaint and contain reasons for the district's decision. The Board's decision will be final.

The district's final decision for a complaint processed under this administrative regulation that alleges a violation of Oregon Administrative rule (OAR) Chapter 581, Division 22 (Division 22 Standards), ORS 339.285 - 339.303 or OAR 581-021-0550 - 581-021-0570 (Restraint and Seclusion), or ORS 659.852 (Retaliation), will be issued in writing or electronic form. The final decision will address each allegation in the complaint and contain reasons for the district's decision. If the complainant, who is a student, parent or guardian of a student attending school in the district or a person that resides in the district, and this complaint is not resolved through the complaint process, the complainant may appeal the district's final decision to the Deputy Superintendent of Public Instruction under Oregon OARs 581-002-0001 – 581-002-0023.

If concerns with an administrator/director are not resolved by Step One, complaints against an administrator/director should be filed with the superintendent **and begin at Step Three.**

If concerns with superintendent are not resolved by Step One, complaints against the superintendent should be referred to the Board chair on behalf of the Board **and begin at Step Four.** The Board chair shall present the complaint to the Board in a Board meeting and may use an executive session, if the subject matter qualifies under Oregon law. **If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board, which may occur in an executive session, if the subject matter qualifies under Oregon law. The Board shall decide in open session what action, if any, is warranted. A final written decision regarding the complaint shall be issued by the Board and address each allegation in the complaint and reasons for the district's decision.**

Complaints against the Board as a whole or against an individual Board member should be made to the Board chair on behalf of the Board **and begin at Step Four.** The Board chair shall present the complaint to the Board in a Board meeting and may use an executive session, if the subject matter qualifies under Oregon law. **If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board, which may occur in an executive session, if the subject matter qualifies under Oregon law. The Board shall decide in open session what action, if any, is warranted. A final written decision regarding the complaint shall be issued by the Board and address each allegation in the complaint and reasons for the district's decision.**

Complaints against the Board chair may be made directly to the district counsel or Board vice chair on behalf of the Board **and begin at Step Four.** The district counsel or Board vice chair shall present the complaint to the Board in a Board meeting and may use an executive session, if the subject matter qualifies under Oregon law. **If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board, which may occur in an executive session, if the subject matter qualifies under Oregon law. The Board shall decide in open session what action, if any, is warranted. A final written decision regarding the complaint shall be issued by the Board and address each allegation in the complaint and reasons for the district's decision.**

NORTH WASCO COUNTY SCHOOL DISTRICT 21
Complaint Form

To: Employee Administrator/Supervisor Superintendent Board chair Board vice chair

Name of Person Making Complaint: _____

Phone Number: _____ Email: _____

Nature of Complaint and Facts Supporting the Complaint (attach additional pages, if necessary): _____

District employee with whom you spoke before initiating a formal complaint and the date and nature of the communication (include copies of correspondence, if any written communication occurred): _____

Who should we talk to and what evidence should we consider? Individuals (including contact information) that have information to support complaints: _____

Requested solution / resolution / outcome: _____

Signature of Complainant: _____ Date: _____

Office Use

Disposition of Complaint: _____

Signature: _____ Date: _____

cc: District Office
